

# **Lexington-Fayette Urban County Government**

*200 E. Main St  
Lexington, KY 40507*



## **Docket**

**Tuesday, January 28, 2025**

**3:00 PM**

**Packet**

**Council Chamber**

**Urban County Council Work Session**

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

- a      [0106-25](#)      Table of Motions: Council Work Session, January 21, 2025

Attachments:   [TOM 012125](#)

**IV. Budget Amendments****V. Budget Adjustments - For Information Only****VI. New Business****VII. Communications From the Mayor - Appointments****VIII. Communications From the Mayor - Donations****IX. Communications From the Mayor - Procurements****X. Continuing Business/ Presentations**

- a      [0102-25](#)      A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute Agreements related to Neighborhood Development Funds with Ky.'s Junior Miss Scholarship Foundation, Inc. (\$1,950); Mobile Mission Experience (\$2,400); and Lex Project Prom, Inc. (\$1,900), for the Office of the Urban County Council, at a cost not to exceed the sum stated. [Council Office, Hall]

Attachments:   [NDF List 1.28.25](#)  
[RESO 0102-25 NDF List 1-28-2025 4901-1160-9619 v.1.docx](#)  
[R-051-2025](#)  
[Contract #036-2025](#)  
[Contract #036-2025 Kentucky's Jr Miss Scholarship Foundation](#)  
[Contract #036-2025 Mobile Mission Experience](#)

- b      [0103-25](#)      A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute an Agreement related to Council Capital Project Expenditure Funds with South Lexington Youth Baseball at Shillito Park, Inc. (\$23,650), for the Office of the Urban County Council, at a cost not to exceed the sum stated.

[Council Office, Hall]

**Attachments:** [Capital List 1.28.25](#)

[Reso 0103-25 Council Capital \(1-28-25\) 4901-5545-3459 v.1.docx](#)

[R-052-2025](#)

[Contract #037-2025-South Lex Youth Baseball](#)

- c      **0107-25**      Summary: Social Services and Public Safety Committee,  
November 12, 2024

**Attachments:** [11-12-2024 SSPS Summary and Motions](#)

**XI. Council Reports**

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

**XIII. Adjournment**

**Administrative Synopsis - New Business Items**

- a**      **0066-25**      A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute an Agreement awarding a Class B (Infrastructure) Incentive Grant to Windswept Ventures, LLC, for a Stormwater Quality Project, at a cost not to exceed \$305,250. [Div. of Water Quality, Martin]
- Attachments:**   [Blue Sheet Memo](#)  
[FY24 Class B Inf Windswept Ventures GAA ATTACHMENT A Grantee Signe](#)  
[United Landscape- Council Map](#)  
[FY25 Class BI Sample GAA ATTACHMENT B Final](#)  
[RESO 0066-25- Class B Infrastructure Grant \(Windswept Ventures LLC\) 4920](#)  
[R-044-2025](#)  
[Contract #032-2025](#)
- b**      **0068-25**      A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute an Agreement awarding a Class B (Infrastructure) Incentive Grant to Mediocre Creative, LLC, for a Stormwater Quality Project, at a cost not to exceed \$217,681.95. [Div. of Water Quality, Martin]
- Attachments:**   [Blue Sheet](#)  
[FY 2025 Mediocre Creative LLC Class B Infra - Council map](#)  
[FY24 Class BI Mediocre Creative, LLC GAA ATTACHMENT A Grantee Signe](#)  
[FY25 Class BI Sample GAA ATTACHMENT B rev. as of 20250110](#)  
[RESO 0068-25- Class B Infrastructure Grant \(Mediocre Creative\) 4908-4454-](#)  
[R-045-2025](#)  
[Contract #034-2025](#)
- c**      **0070-25**      A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute Change Order No. 1 with Stantec Consulting Services, Inc., for the Rural Services Area Sewer Capability Study Agreement, reducing the Contract amount by \$108,971.23, from \$337,702.00 to \$228,730.77. [Div. of Water Quality, Martin]
- Attachments:**   [Blue Sheet](#)  
[Change Order Contract](#)  
[RESO 0070-25 - Final Change Order Sewerability Study 4910-1914-9585 v.1](#)
- d**      **0074-25**      A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute a Release of Easement, releasing a portion of a utility easement on the property located at 1180 Newtown Pike. [Div. of Water Quality, Martin]



**Attachments:** [Blue Sheet Memo](#)  
[Newtown1180](#)  
[Release of Easment Contract](#)  
[RESO 0074-25- Release of utility easement \(1180 Newtown Pike\) 4911-0590](#)  
[Deed #8260](#)

- e      **0076-25**      A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute a Release of Easement, releasing a portion of a street light easement on the property located at 2724 Kearney Creek Lane. [Div. of Water Quality, Martin]

**Attachments:** [Blue Sheet Memo](#)  
[KearneyCreek18](#)  
[KearneyCreek2724 Map](#)  
[RESO 0076-25- Release Street Light Easement \(2724 Kearney Creek\) 4912--R-048-2025](#)  
[Contract #048-2025 - G;lendover](#)  
[Deed #8261](#)

- f      **0077-25**      A Resolution designating the speed limit on Fontaine Rd., between Richmond Rd. and Chinoe Rd., as 30 miles per hour and authorizing and directing the Div. of Traffic Engineering to install proper and appropriate signs in accordance with the designation. [Div. of Traffic Engineering, Neal]

**Attachments:** [Blue Sheet Memo \\_Fontaine Road Speed Limit.pdf](#)  
[Fontaine Rd NTMP Analysis 2022.06.30.pdf](#)  
[RESO 0077-25 Fontaine Road Speed Limit 4906-1984-4881 v.1.docx](#)  
[R-049-2025](#)

- g      **0084-25**      An Ordinance amending the authorized strength by creating two (2) unclassified positions of Aide to Council Part-Time, Grade 518E, in the Office of the Urban County Council, effective upon passage of Council. [Div. of Human Resources, George]

**Attachments:** [Bluesheet Memo 25-0035](#)  
[From To 25-0035](#)  
[ORD 0084-25 create aide to council pt 4906-4193-0257 v.1.docx](#)  
[O-009-2025](#)

- h      **0086-25**      An Ordinance amending the authorized strength by abolishing one (1) classified position of Administrative Specialist, Grade 516N, in the Div. of Community Corrections, abolishing one (1) unclassified position of Program Instructor, Grade 506N, in the Div. of Parks and Recreation, and abolishing two (2) unclassified positions of

Program Leader, Grade 508N, in the Div. of Parks and Recreation, effective upon passage of Council. [Div. of Human Resources, George]

**Attachments:** [Bluesheet Memo 25-0032](#)  
[From to 25.0032](#)  
[ORD 0086-25 Abolish admin specialist, program instructor and program leader](#)  
[O-010-2025](#)

- i      **0087-25**      An Ordinance amending the authorized strength by creating one (1) classified position of Administrative Specialist Principal, Grade 520N, in the Div. of Environmental Services, effective upon passage of Council. [Div. of Human Resources, George]

**Attachments:** [Bluesheet Memo 25-0029a](#)  
[From to 25-0029](#)  
[HR Fiscal Impact- 25-0029](#)  
[ORD 0087-25 create admin spec principal 4909-7445-9921 v.1.docx](#)  
[O-011-2025](#)

- j      **0090-25**      A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute a Memorandum of Understanding with United States Marshals Service, for joint law enforcement operations. [Div. of Police, Weathers]

**Attachments:** [Cover Memo - Memorandum of Understanding - United States Marshals Service](#)  
[MOU - USMS Federal Task Force.pdf](#)  
[90-25 us marshalls 4921-9566-3634 v.1.doc](#)  
[Supplemental MOU](#)  
[R-050-2025](#)  
[Contract #030-2025](#)



# Lexington-Fayette Urban County Government

## Master

200 E. Main St  
Lexington, KY 40507

**File Number: 0106-25**

**File ID:** 0106-25

**Type:** Summary

**Status:** Approved

**Version:** 1

**Contract #:**

**In Control:** Urban County  
Council

**File Created:** 01/23/2025

**File Name:** Table of Motions: Council Work Session, January 21,  
2025

**Final Action:** 01/28/2025

**Title:** Table of Motions: Council Work Session, January 21, 2025

**Notes:**

**Sponsors:**

**Enactment Date:**

**Attachments:** TOM 012125

**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	01/28/2025	Approved				Pass

### Text of Legislative File 0106-25

Title

Table of Motions: Council Work Session, January 21, 2025

**URBAN COUNTY COUNCIL  
WORK SESSION  
TABLE OF MOTIONS  
January 21, 2025**

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

Motion by Wu to add to the January 21, 2025 Work Session agenda a presentation from the Department of Environmental Quality and Public Works (EQPW), to be presented after the ONE Lexington Year End Report. Seconded by Reynolds. Motion passed without dissent.

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

Motion by Ellinger II to approve the January 23, 2025, Council Meeting Docket. Seconded by Baxter. Motion passed without dissent.

- III. Approval of Summary

Motion by Sheehan to approve the January 14, 2025, Work Session Summary. Seconded by Reynolds. Motion passed without dissent.

- IV. Budget Amendments

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

- V. Budget Adjustments – For Information Only

- VI. New Business

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

- VII. Communications from the Mayor- Appointments

Motion by Baxter to approve Communications from the Mayor - Appointments. Seconded by Wu. Motion passed without dissent.

- VIII. Communications from the Mayor- Donations

- IX. Communications from the Mayor- Procurements

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

X. Continuing Business/Presentations

Council Member Brown provided a summary of the November 19, 2024, Budget, Finance and Economic Development Committee.

XI. Council Reports

Motion by Wu to move the EQPW presentation to the January 23, 2025 Council Meeting, under presentations. Seconded by Curtis. Motion passed without dissent.

XII. Public Comment – Issues Not on Agenda

XIII. Adjournment

Motion by Gray to adjourn at 5:50pm. Seconded by Curtis. Motion passed without dissent.



# Lexington-Fayette Urban County Government Master

200 E. Main St  
Lexington, KY 40507

**File Number: 0102-25**

**File ID:** 0102-25

**Type:** Resolution

**Status:** Approved

**Version:** 1

**Contract #:** 036-2025

**In Control:** Urban County  
Council

**File Created:** 01/22/2025

**File Name:** NDF List 1/28/25

**Final Action:** 02/20/2025

**Title:** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute Agreements related to Neighborhood Development Funds with Ky.'s Junior Miss Scholarship Foundation, Inc. (\$1,950); Mobile Mission Experience (\$2,400); and Lex Project Prom, Inc. (\$1,900), for the Office of the Urban County Council, at a cost not to exceed the sum stated. [Council Office, Hall]

**Notes:** sAF and CCO 2.27.25 AA

**Sponsors:**

**Enactment Date:** 02/20/2025

**Attachments:** NDF List 1.28.25, RESO 0102-25 NDF List 1-28-2025 4901-1160-9619 v.1.docx, R-051-2025, Contract #036-2025, Contract #036-2025 Kentucky's Jr Miss Scholarship Foundation, Contract #036-2025 Mobile Mission Experience

**Enactment Number:** R-051-2025

**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	01/28/2025	Approved and Referred to Docket	Urban County Council	02/06/2025		Pass
1	Urban County Council	02/06/2025	Received First Reading	Urban County Council	02/20/2025		
1	Urban County Council	02/20/2025	Approved				Pass

## Text of Legislative File 0102-25

Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute Agreements related to Neighborhood Development Funds with Ky.'s Junior Miss Scholarship Foundation, Inc. (\$1,950); Mobile Mission Experience (\$2,400); and Lex Project Prom, Inc. (\$1,900), for the Office of the Urban County Council, at a cost not to exceed the sum stated. [Council Office, Hall]

Summary

**Organization:**

Kentucky's Junior Miss Scholarship Foundation, Inc.

Ruth Hedges

1248 Wyndham Forest Circle

Lexington, KY 40514

**Purpose:**

To the Distinguished Young Women of Kentucky Scholarship Program for an event at the UK Singletary Center in January 2025

**Amount:**

\$ 1,950.00

**Organization:**

Mobile Mission Experience

Natalie Mims

838 E. High St. Suite 298

Lexington, KY 40502

**Purpose:**

To support the 4th annual community baby shower on June 28, 2025, benefitting young single mothers throughout the city

**Amount:**

\$ 2,400.00

**Organization:**

LEX Prom Project, Inc.

Asona McMullen

2220 Nicholasville Rd. Suite 110 #334

Lexington, KY 40503

**Purpose:**

For providing shoes, dinner accommodations, dresses, and free rental tuxedos for youth who could not otherwise afford to attend their senior prom

**Amount:**

\$ 1,900.00

**Neighborhood Development Funds  
January 28, 2025  
Work Session**

<b>Amount</b>	<b>Recipient</b>	<b>Purpose</b>
<b>\$ 1,950.00</b>	Kentucky's Junior Miss Scholarship Foundation, Inc. Ruth Hedges 1248 Wyndham Forest Circle Lexington, KY 40514	To the Distinguished Young Women of Kentucky Scholarship Program for an event at the UK Singletary Center in January 2025
<b>\$ 2,400.00</b>	Mobile Mission Experience Natalie Mims 838 E. High St. Suite 298 Lexington, KY 40502	To support the 4th annual community baby shower on June 28, 2025, benefitting young single mothers throughout the city
<b>\$ 1,900.00</b>	LEX Prom Project, Inc. Asona McMullen 2220 Nicholasville Rd. Suite 110 #334 Lexington, KY 40503	For providing shoes, dinner accomodations, dresses, and free rental tuxedos for youth who could not otherwise afford to attend their senior prom





RESOLUTION NO. \_\_\_\_\_ - 2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AGREEMENTS RELATED TO NEIGHBORHOOD DEVELOPMENT FUNDS WITH KENTUCKY'S JUNIOR MISS SCHOLARSHIP FOUNDATION, INC. (\$1,950.00); MOBILE MISSION EXPERIENCE (\$2,400.00); AND LEX PROJECT PROM, INC. (\$1,900.00), FOR THE OFFICE OF THE URBAN COUNTY COUNCIL, AT A COST NOT TO EXCEED THE SUM STATED.

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute agreements related to Neighborhood Development Funds, which are attached hereto and incorporated herein by reference, with Kentucky's Junior Miss Scholarship Foundation, Inc., Mobile Mission Experience and Lex Project Prom, Inc. for the Office of the Urban County Council.

Section 2 – That amounts, not to exceed the sums stated, be and hereby are approved for payment to Kentucky's Junior Miss Scholarship Foundation, Inc. (\$1,950.00); Mobile Mission Experience (\$2,400.00); and Lex Project Prom, Inc. (\$1,900.00), 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  
0102-25:GET: 4901-1160-9619, v. 1

RESOLUTION NO. 051- - 2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AGREEMENTS RELATED TO NEIGHBORHOOD DEVELOPMENT FUNDS WITH KENTUCKY'S JUNIOR MISS SCHOLARSHIP FOUNDATION, INC. (\$1,950.00); MOBILE MISSION EXPERIENCE (\$2,400.00); AND LEX PROJECT PROM, INC. (\$1,900.00), FOR THE OFFICE OF THE URBAN COUNTY COUNCIL, AT A COST NOT TO EXCEED THE SUM STATED.

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute agreements related to Neighborhood Development Funds, which are attached hereto and incorporated herein by reference, with Kentucky's Junior Miss Scholarship Foundation, Inc., Mobile Mission Experience and Lex Project Prom, Inc. for the Office of the Urban County Council.

Section 2 – That amounts, not to exceed the sums stated, be and hereby are approved for payment to Kentucky's Junior Miss Scholarship Foundation, Inc. (\$1,950.00); Mobile Mission Experience (\$2,400.00); and Lex Project Prom, Inc. (\$1,900.00), 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:

February 20, 2025

  
\_\_\_\_\_  
MAYOR

ATTEST:

  
\_\_\_\_\_  
CLERK OF URBAN COUNTY COUNCIL  
0102-25:GET: 4901-1160-9619, v. 1

## AGREEMENT

THIS AGREEMENT, made and entered into on the 24th day of February, 2025 by and between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, an Urban County Government of the Commonwealth of Kentucky, created pursuant to KRS Chapter 67A (Hereinafter "Government"), on behalf of its Office of the Urban County Council, and LEX Prom Project, Inc. (Hereinafter "Organization"), of 2220 Nicholasville Rd. Suite 110 #334, 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 \$1,900 (One Thousand Nine Hundred Dollars and No Cents) for the following lawful public purpose:


*[For providing shoes, dinner accommodations, dresses, and free rental tuxedos for youth who could not otherwise afford to attend their senior prom]*

2. **Finalization of Agreement.** Organization shall return this Agreement to the Council Administrator's Office on or before March 25<sup>th</sup>, 2025. 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, MAYOR

ATTEST:

  
CLERK OF URBAN COUNTY COUNCIL

By:   
(Asona McMullen)  
(LEX Prom Project, Inc.)

## AGREEMENT

THIS AGREEMENT, made and entered into on the 24th day of February, 2025 by and between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, an Urban County Government of the Commonwealth of Kentucky, created pursuant to KRS Chapter 67A (Hereinafter "Government"), on behalf of its Office of the Urban County Council, and Kentucky's Junior Miss Scholarship Foundation, Inc. (Hereinafter "Organization"), of 1248 Wyndham Forest Circle, Lexington, KY 40514, 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 \$1,950 (One Thousand Nine Hundred Fifty Dollars and No Cents) for the following lawful public purpose:

*[To the Distinguished Young Women of Kentucky Scholarship Program for an event at the UK Singletary Center in January 2025]*

2. **Finalization of Agreement.** Organization shall return this Agreement to the Council Administrator's Office on or before March 25<sup>th</sup>, 2025. If Organization **fails to sign and return this Agreement within 30 days, Organization shall be deemed to have forfeited the Neighborhood Development Funds and Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year.**
3. **Receipt of Funds.** Upon return of the signed Agreement to the Council Administrator's Office, the Council Administrator shall issue the check to the Organization. The check shall be timely deposited by the Organization within 60 days of receipt. If the Organization **fails to deposit the check within 60 days of receipt, the Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year.** Under no circumstances shall a check that the Organization fails to deposit within sixty (60) days of receipt be re-issued by the Government.
4. **Required Documentation.** Organization shall submit all relevant receipts and financial documentation to Councilmember Baxter's office, documenting the use of the granted funds for the specified lawful public purpose, within six (6) months of receiving the Neighborhood Development Fund check. If Organization **fails to provide the required documentation, the Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year.**

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

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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: *Linda Gorton*  
Linda Gorton, MAYOR

ATTEST:

*Abbye Allan*  
CLERK OF URBAN COUNTY COUNCIL

By: *Ruth Hedges*  
(Ruth Hedges)  
(Kentucky's Junior Miss Scholarship Foundation, Inc.)

# AGREEMENT

THIS AGREEMENT, made and entered into on the 24th day of February, 2025 by and between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, an Urban County Government of the Commonwealth of Kentucky, created pursuant to KRS Chapter 67A (Hereinafter "Government"), on behalf of its Office of the Urban County Council, and Mobile Mission Experience (Hereinafter "Organization"), of 838 E. High St. Suite 298, Lexington, KY 40502, 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 \$2,400 (Two Thousand Four Hundred Dollars and No Cents) for the following lawful public purpose:

*[To support the 4th annual community baby shower on June 28, 2025, benefitting young single mothers throughout the city]*

2. **Finalization of Agreement.** Organization shall return this Agreement to the Council Administrator's Office on or before March 25<sup>th</sup>, 2025. 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: *Natalie Mims*  
(Natalie Mims)  
(Mobile Mission Experience)



# Lexington-Fayette Urban County Government Master

200 E. Main St  
Lexington, KY 40507

**File Number: 0103-25**

**File ID:** 0103-25

**Type:** Resolution

**Status:** Approved

**Version:** 1

**Contract #:** 037-2025

**In Control:** Urban County  
Council

**File Created:** 01/22/2025

**File Name:** Capital List 1/28/25

**Final Action:** 02/20/2025

**Title:** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute an Agreement related to Council Capital Project Expenditure Funds with South Lexington Youth Baseball at Shillito Park, Inc. (\$23,650), for the Office of the Urban County Council, at a cost not to exceed the sum stated. [Council Office, Hall]

**Notes:** SAF in CCO 2.27.25 AA

**Sponsors:**

**Enactment Date:** 02/20/2025

**Attachments:** Capital List 1.28.25, Reso 0103-25 Council Capital (1-28-25) 4901-5545-3459 v.1.docx, R-052-2025, Contract #037-2025-South Lex Youth Baseball

**Enactment Number:** R-052-2025

**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	01/28/2025	Approved and Referred to Docket	Urban County Council	02/06/2025		Pass
1	Urban County Council	02/06/2025	Received First Reading	Urban County Council	02/20/2025		
1	Urban County Council	02/20/2025	Approved				Pass

## Text of Legislative File 0103-25

Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute an Agreement related to Council Capital Project Expenditure Funds with South Lexington Youth Baseball at Shillito Park, Inc. (\$23,650), for the Office of the Urban County Council, at a cost not to exceed the sum stated. [Council Office, Hall]

Summary

**Organization:**

South Lexington Youth Baseball at Shillito Park, Inc.

Mary-Anne Gillespie

**Purpose:**

For constructing a new 25' backstop and disposal of the old backstop at Shilito Park South Lexington Baseball Field

**Amount:**

\$ 23,650.00

**Council Capital Projects  
January 28, 2025  
Work Session**

<b>Amount</b>	<b>Recipient</b>	<b>Purpose</b>
<b>\$ 23,650.00</b>	South Lexington Youth Baseball at Shilito Park, Inc. Mary-Anne Gillespie	For constructing a new 25' backstop and disposal of the old backstop at Shilito Park South Lexington Baseball Field



RESOLUTION NO. \_\_\_\_\_ - 2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT RELATED TO COUNCIL CAPITAL PROJECT EXPENDITURE FUNDS WITH SOUTH LEXINGTON YOUTH BASEBALL AT SHILLITO PARK, INC. (\$23,650.00), FOR THE OFFICE OF THE URBAN COUNTY COUNCIL, AT A COST NOT TO EXCEED THE SUM STATED.

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute an agreement related to Council Capital Project Expenditure Funds, which is attached hereto and incorporated herein by reference, with South Lexington Youth Baseball at Shillito Park, Inc., for the Office of the Urban County Council.

Section 2 – That amount, not to exceed the sum stated, be and hereby is approved for payment or transfer to South Lexington Youth Baseball at Shillito Park, Inc. (\$23,650.00) from account #1105-121002-91715, from various Council Districts, pursuant to the terms of the agreement.

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

PASSED URBAN COUNTY COUNCIL:

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CLERK OF URBAN COUNTY COUNCIL  
0103-25:GET: 4901-5545-3459, v. 1

RESOLUTION NO. 052 - 2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT RELATED TO COUNCIL CAPITAL PROJECT EXPENDITURE FUNDS WITH SOUTH LEXINGTON YOUTH BASEBALL AT SHILLITO PARK, INC. (\$23,650.00), FOR THE OFFICE OF THE URBAN COUNTY COUNCIL, AT A COST NOT TO EXCEED THE SUM STATED.

---

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute an agreement related to Council Capital Project Expenditure Funds, which is attached hereto and incorporated herein by reference, with South Lexington Youth Baseball at Shillito Park, Inc., for the Office of the Urban County Council.

Section 2 – That amount, not to exceed the sum stated, be and hereby is approved for payment or transfer to South Lexington Youth Baseball at Shillito Park, Inc. (\$23,650.00) from account #1105-121002-91715, from various Council Districts, pursuant to the terms of the agreement.

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

PASSED URBAN COUNTY COUNCIL: February 20, 2025




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MAYOR

ATTEST:




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CLERK OF URBAN COUNTY COUNCIL

0103-25:GET: 4901-5545-3459, v. 1

## AGREEMENT

THIS AGREEMENT, made and entered into on the February 24, 2025 by and between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, an Urban County Government of the Commonwealth of Kentucky, created pursuant to KRS Chapter 67A (Hereinafter "Government"), on behalf of its Office of the Urban County Council, and South Lexington Youth Baseball at Shilito Park, Inc. (Hereinafter "Organization"), of 1365 Corona Dr., Lexington, KY 40514, Fayette County).

## WITNESSETH:

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

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

WHEREAS, Organization accordingly enhances the environment of Lexington; and

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

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

1. **Amount and Intended Use of Council Capital Project Funds.** Government hereby grants Organization the sum of \$23,650 for the following lawful public purpose:

*[For constructing a new 25' backstop and disposal of the old backstop at Shilito Park South Lexington Baseball Field]*

2. **Finalization of Agreement.** Organization shall return this Agreement to the Council Administrator's Office on or before March 25, 2025. If Organization **fails to sign and return this Agreement within thirty (30) days, Organization shall be deemed to have forfeited the Council Capital Project Funds and Organization shall be deemed ineligible to receive Council Capital Project Funds for a period of one (1) year.**
3. **Receipt of Funds.** Upon return of the signed Agreement to the Council Administrator's Office, the Council Administrator or designee shall issue the check to the Organization. The check shall be timely deposited by the Organization within sixty (60) days of receipt. If the Organization **fails to deposit the check within sixty (60) days of receipt, the Organization shall be deemed ineligible to receive Council Capital Project Funds for a period of one (1) year.** Under no circumstances shall a check that the Organization fails to deposit within sixty (60) days of receipt be re-issued by the Government.
4. **Return of Funds.** If Organization is overcompensated for the above-described project, Organization shall return any and all excess funds in the form of a check sent to the sponsoring council member's office, made out to "LFUCG," upon completion of the project.
5. **Required Documentation.** Organization shall submit all relevant receipts and financial documentation to Councilmember Baxter office, documenting the use of the granted funds for the specified lawful public purpose, within twelve (12) months of receiving the Council



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

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


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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By:   
Linda Gorton, MAYOR

ATTEST:

  
CLERK OF URBAN COUNTY COUNCIL

By:   
Mary-Anne Gillespie  
South Lexington Youth Baseball at Shilito Park, Inc.



# Lexington-Fayette Urban County Government

## Master

200 E. Main St  
Lexington, KY 40507

**File Number: 0107-25**

**File ID:** 0107-25

**Type:** Summary

**Status:** Received and Filed

**Version:** 1

**Contract #:**

**In Control:** Urban County  
Council

**File Created:** 01/23/2025

**File Name:** Summary: Social Services and Public Safety  
Committee, November 12, 2024

**Final Action:** 01/28/2025

**Title:** Summary: Social Services and Public Safety Committee, November 12, 2024

**Notes:**

**Sponsors:**

**Enactment Date:**

**Attachments:** 11-12-2024 SSPS Summary and Motions

**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	01/28/2025	Received and Filed				

### Text of Legislative File 0107-25

Title

Summary: Social Services and Public Safety Committee, November 12, 2024



## **Social Services and Public Safety Committee**

November 12, 2024

### **Summary and Motions**

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Chair Jennifer Reynolds called the meeting to order at 1:01 p.m.

Committee Members James Brown, Chuck Ellinger II, Tayna Fogle, Denise Gray, Fred Brown, Whitney Elliott Baxter, Dave Seigny, and Kathy Plomin were in attendance. Committee Member Brenda Monarrez was absent. Vice Mayor Dan Wu and Council Members Shayla Lynch and Hannah LeGris were present as non-voting members.

#### **I. APPROVAL OF OCTOBER 8, 2024 COMMITTEE MEETING SUMMARY**

Motion by Fogle to approve the October 8, 2024 Committee Summary. Seconded by Ellinger. Motion passed without dissent.

#### **II. ANNUAL AFFORDABLE HOUSING UPDATE**

Rick McQuady, Affordable Housing Manager, explained the purpose of the Affordable Housing fund which is to leverage public and private investment to preserve and produce safe, quality, affordable housing for Fayette County residents whose incomes are at or below 80% of the area median income. He spoke about the application process and the evaluation criteria which include need/market, design of development, financial feasibility, capacity of development team, and readiness to proceed. Annual compliance objectives consist of review of financial condition and performance, property inspection, tenant eligibility, and adherence to requirements of the affordable housing program. He reviewed the allocations and funding and said there are 3,522 total units funded. There are 45 accessible units for seniors and 1,418 units for the special-needs population. Some of the challenges the program has experienced are rising interest rates, increased costs of property management, escalating construction costs, and acquiring viable and affordable land.

When asked about the percentage of additional homeowner units, McQuady said that is an extremely low number and it will require up to a \$150,000 subsidy. There is difficulty applying for and getting a mortgage approved. When asked how the advisory committee is selected, McQuady said people come to him expressing interest, but there is no application. McQuady said anyone can contact him or Polly Ruddick to be added to the board. When asked if there are other initiatives, McQuady said he speaks to Christie McCravy with the Louisville Metro Affordable Housing Trust Fund. They administer the programs in a similar way, and this is who he stays in the most contact with. Addressing the feasibility of Affordable Housing in Lexington when developers say it is expensive to build Affordable Housing here, McQuady said we must look at tax credits which are important to Affordable Housing. McQuady closed by saying the pro-housing grant is in and we should be hearing something in the spring. No action was taken on this committee item.

#### **III. ANNUAL JUVENILE TREATMENT COURT UPDATE**

Judge Lindsay Hughes Thurston introduced Kivvi Figgs, Program Coordinator of Juvenile Treatment Court (JTC). The mission of JTC is to protect public safety and reduce the recidivism rate of juvenile offenders by increasing their overall wellness. Using an integrated approach, the JTC seeks positive and long-lasting life changes. Thurston said they entered into an agreement with the Administrative Office of the Courts (AOC)

in October 2021, they entered into an agreement with Fayette County Public Schools (FCPS) in November 2021, and presently they work with LFUCG for grant purposes. JTC accepts referrals from a court designated worker, family court, or juvenile court. JTC implements a 4-phased approach which includes random drug screening, mental health services, and family and educational support. Figgs reviewed the current census since the first court date on March 11, 2022: 39/70 referrals were accepted and there were 11 graduates. Currently there are 10 participants receiving mental health services and 1 high school graduate. Thurston spoke about partner involvement with mental health services, and she explained the importance of offering these services in the program. Figgs reviewed additional activities and engagement in the program. Thurston introduced a participant named Jaden who provided a testimony of his experience with JTC. When asked about language services, Thurston said they use court interpreters and FCPS to facilitate these services. No action was taken on this committee item.

#### **IV. THE HOPE CENTER EXPANSION PROJECT UPDATE**

Jeff Crook, CEO of The Hope Center, spoke about the Hope Center's Veterans Housing / Shelter. He said the project is approximately \$6.8 Million in terms of the new facility and \$500,000 in renovations on the emergency shelter which amounts to a \$7.3 Million expansion project. They received \$2 Million from ARPA funds for this project and \$1.5 Million from Veterans Capital funds. Fundraising is in progress for the remaining balance of the project; they currently need \$1.2 Million. The project is moving along and they are 80% complete with expected completion by February 2025. He displayed graphics to point out the existing shelter and where the new construction is taking place.

When asked what the updates to the facility include, Crook said this will provide 72 beds for transitional housing and 24 of those are designated for veterans. The remaining units will be for supportive transitional housing to help prepare clients for moving into permanent housing. The winter temporary shelter last year was a specific project for the unsheltered around town and this year there will be a different solution. Addressing whether the funding could be used to expand emergency housing, Crook explained the ARPA funds were specific to the terms of not being able to expand emergency shelter. The funds had to be used for transitional housing or another form of housing. When asked if this classification has a maximum stay, Crook said typical transitional housing has a two year maximum, but there are no time-based restrictions based on the funding for this. When asked if there is a facility for female veterans, Crook said when we originally received the grant, there were 5 spots for female veterans, but they have not had a qualified female veteran seek help at the Hope Center. When asked how we communicate with the target population, Crook said they have not been overly intentional, but they collaborate with partners in the community. Crook said he will work with the Commission on Veterans Affairs to provide a list of resources for their website. Lanter explained a rule in the federal regulation that stated ARPA money could not be used to expand shelter capacity and that was never the intention of this program. He confirmed the continuum of housing progresses from unhoused to shelter to transitional to permanent housing. No action was taken on this committee item.

#### **V. ITEMS REFERRED TO COMMITTEE**

Motion by Gray to remove the Juvenile Treatment Court Update from the list of committee referrals. Seconded by J. Brown. Motion passed without dissent.

The meeting was adjourned at 2:40 p.m.



# 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: 0066-25**

**File ID:** 0066-25

**Type:** Resolution

**Status:** Approved

**Version:** 1

**Contract #:** 032-2025

**In Control:** Urban County  
Council

**File Created:** 01/13/2025

**File Name:** Incentive Grant for Windswept Ventures, LLC.

**Final Action:** 02/20/2025

**Title:** A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute an Agreement awarding a Class B (Infrastructure) Incentive Grant to Windswept Ventures, LLC, for a Stormwater Quality Project, at a cost not to exceed \$305,250. [Div. of Water Quality, Martin]

**Notes:** stamped and filed. 2 copies returned to Denise Bullock via pick up. 2.26.25 AA

**Sponsors:**

**Enactment Date:** 02/20/2025

**Attachments:** Blue Sheet Memo, FY24 Class B Inf Windswept Ventures GAA ATTACHMENT A\_Grantee Signed, United Landscape- Council Map, FY25 Class BI Sample GAA ATTACHMENT B\_Final, RESO 0066-25- Class B Infrastructure Grant (Windswept Ventures LLC) 4920-9353-2438 v.1.docx, R-044-2025, Contract #032-2025

**Enactment Number:** R-044-2025

**Deed #:**

**Hearing Date:**

**Drafter:** Christina King

**Effective Date:**

### History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	01/28/2025	Approved and Referred to Docket	Urban County Council	02/06/2025		Pass
1	Urban County Council	02/06/2025	Received First Reading	Urban County Council	02/20/2025		
1	Urban County Council	02/20/2025	Approved				Pass

### Text of Legislative File 0066-25

#### Title

A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute an Agreement awarding a Class B (Infrastructure) Incentive Grant to Windswept Ventures, LLC, for a Stormwater Quality Project, at a cost not to exceed \$305,250. [Div. of Water Quality, Martin]

## Summary

Authorization for approval of an FY25 (Class B Infrastructure) Stormwater Quality Projects Incentive Grant for Windswept Ventures, LLC. In the amount of \$305,250.00. For the purpose of implementing Phase 2, Area C of the FY21 United Landscape (Windswept Ventures) Feasibility Study. Funds are Budgeted. (L0066-25)(Martin/Albright)

Budgetary Implications [select]: Yes

Advance Document Review:

**Law:** Yes Evan Thompson 1-13-25

**Risk Management:** No

Fully Budgeted [select]: Yes

Account Number: 4052-303204-3373-78112

This Fiscal Year Impact: \$305,250.00

Annual Impact: \$

Project: WQINCENTIVE\_25

Activity: WQ\_GRANT

Budget Reference:

Current Balance: \$1,673,910.00



TO: Mayor Linda Gorton  
Urban County Council

FROM:   
Charles H. Martin, P.E., Director  
Division of Water Quality

DATE: January 8, 2025

SUBJECT: Recommendation for an FY25 (Class B Infrastructure) Stormwater Quality Projects Incentive Grant for Windswept Ventures, LLC.

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### Request

The purpose of this memorandum is to request approval of an FY25 (Class B Infrastructure) Stormwater Quality Projects Incentive Grant for Windswept Ventures, LLC in the amount of \$305,250.00.

### Purpose of Request

The purpose of this grant is to implement items identified in the FY21 & FY23 United Landscape (Windswept Ventures) - Feasibility Study. Phase 1 encompassed the "Front Yard" areas indicated by Areas A & B, currently scheduled for construction to start in late summer 2024. This FY25 Stormwater Grant is proposed to implement items identified as Phase 2, Area C "Back Yard" of the FY21 Feasibility Study.

The project elements include removal of impervious area (approximately 2,938 SF); installation of a bio-infiltration swale; ; redirect existing downspouts to rainwater harvesting tanks; retrofitting gravel parking area with permeable parking pavers (approximately 3,230 SF); tree canopy (approximately 3,600 SF); install doorway awning structure with demonstrated vegetated roof (approximately 385 SF) and install a French drain along the "Side Yard" to drain into the pervious paver stone base. The project also incorporates stormwater education in the form of interpretive signage to be installed along Legacy Trail providing an excellent opportunity for public awareness of sustainable stormwater methods.

### Project Cost in FY25 and in Future Budget Years

The grant has been approved for FY 2025 funding by the Water Quality Fees Board in the amount of \$305,250.00.

### Are Funds Budgeted

Funds are budgeted in: 4052 – 303204 – 3373 – 78112 – WQINCENTIVE\_25 – WQ\_GRANT

### Martin/Albright





## GRANT AWARD AGREEMENT

### *Fiscal Year 2025 Class B Infrastructure Incentive Grant Program*

**THIS AGREEMENT**, made and entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (LFUCG)**, an urban county government of the Commonwealth of Kentucky, pursuant to KRS Chapter 67A (hereinafter "Government"), on behalf of its Division of Water Quality, and **WINDSWEPT VENTURES, LLC.**, 229 SHADY LANE, LEXINGTON, KENTUCKY 40503 (hereinafter "Grantee" and "Property Owner").

### **WITNESSETH:**

**WHEREAS**, the Grantee is a documented fee-payer of the Government's Water Quality Management Fee; and

**WHEREAS**, the Grantee has proposed a need for the funds requested to develop and implement a proposed project by submitting a valid grant application; and

**WHEREAS**, the Grantee's grant application has been reviewed and selected for funding by the Water Quality Fees Board in accordance with Sections 16-408 and 16-410 of the Government's Code of Ordinances; and

**WHEREAS**, the Government has funds available through the Stormwater Quality Projects Incentive Grant Program to assist the qualified Grantee in the development and implementation of projects that meet the goals of the program; and

**WHEREAS**, the Grantee desires to implement a specific project that meets one or more Incentive Grant program goals to improve water quality, reduce stormwater runoff, and provide public or private education related to stormwater quality; and

**WHEREAS**, any such improvements funded by the Government shall benefit the public through installed improvements and/or educational programming;

**THAT FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS HEREIN EXPRESSED, GOVERNMENT AND GRANTEE AGREE AS FOLLOWS:**

- (1) The Government hereby grants the Grantee the sum of **\$305,250.00** (hereinafter "the Grant"), for use in implementing the project elements as listed in Attachment A which is incorporated herein by reference as if fully set out herein. The Grantee agrees to cost share the Grant with contributions, labor, and/or other services equal to or greater than 20% of the total project cost.
- (2) The Grantee agrees to use the Grant only for the activities set forth in Attachment A which includes installation of stormwater control infrastructure at the following site location(s): **729 BELLAIRE AVENUE, LEXINGTON, KENTUCKY 40508** currently owned by the Property Owner.
- (3) The Grantee agrees to meet all design standards specified in the Government's Engineering Manuals or as further described in Attachment A in the design of all Grant-funded improvements. This includes all associated activities including but not limited to erosion and sediment control, traffic control, utility relocations, seeding, etc. The Grantee further agrees to design the facilities in such a way as not to preclude the potential for future water quality / quantity monitoring by LFUCG.

- (4) The Grantee agrees to comply with all applicable local, state, and federal rules, regulations, ordinances, and laws in implementation of the project.
- (5) The Grantee agrees to obtain all necessary local, state, and federal permits, encroachments, permissions, approvals, etc. in a timely manner and prior to start of construction.
- (6) The Grantee agrees to perform periodic reporting as detailed in Paragraph (7) herein below, and produce a Project Final Report within thirty (30) calendar days of the completion of the project elements in digital and hard copy following a standardized format to be provided by the Government summarizing all work completed and detailing the total grant expenditures. Other deliverables include the following:
  - (a) At the end of the Feasibility Phase (if applicable), the following five deliverables, sealed by a professional licensed to perform such work in accordance with Kentucky Revised Statutes (KRS), shall be provided:
    - Feasibility report evaluating the use of the potential BMP(s) on the proposed site;
    - Conceptual design concept;
    - Detailed cost estimate for design;
    - Conceptual cost estimate for construction;
    - Letter certifying all BMPs proposed for design as viable and feasible for the specific site and application.
  - (b) At the end of the Design Phase or prior to the start of the Construction Phase, the following six deliverables, sealed by a professional licensed to perform such work in accordance with Kentucky Revised Statutes (KRS), shall be provided:
    - Set of all final design calculations;
    - Set of final construction plans, including traffic control, erosion and sediment control, grading plans, etc.;
    - Set of final specifications and bidding documents (if applicable);
    - Final detailed engineer's construction cost estimate including quantities;
    - All required permit submittals and approvals;
    - Inspection, Operation, and Maintenance Plan laying out the plan for regular inspection and maintenance of each proposed facility for design performance and safety in accordance with manufacturer's specifications and the Government's Stormwater Manual.
  - (c) At the end of the Construction Phase, the following five deliverables shall be provided:
    - Summary of final construction costs and quantities;
    - Copies of all federal, state, and local permits obtained for the project;
    - Record Drawing showing all field changes, and signed and sealed by the professional of record certifying the project as shown meets all original design intent;
    - Photo documentation of site conditions and improvements before, during, and after construction;
    - *Signed Agreement to Maintain Stormwater Control Facilities Funded by an LFUCG Class B Infrastructure Stormwater Quality Projects Incentive Grant.*
- (7) The Grant to the Grantee shall be disbursed in the following manner:
  - (a) The Grantee shall submit at least once every three (3) months, if not specified otherwise in Attachment A, a Request for Funds to the Government's Grant Manager designated by the Director of the Division of Water Quality for the project. Each Request for Funds shall include documentation that the Grantee has already expended the requested funds or shall be in a position to expend properly the requested funds within thirty (30) days of receipt of the funds. The Request for Funds shall include full accounting of these eligible grant-related expenses, as listed in Attachment A. Copies of invoices, purchase orders, or receipts showing vendor, date, amount, and items purchased or ordered shall be provided with the Request for Funds. For project specific personnel costs and stipends, documentation of all billed hours shall include copies of employee timesheets, hourly payroll rate, and description of work performed for hours billed. Each Request for Funds shall include a minimum of 10% cost share.

- (b) Each Request for Funds shall be accompanied by a Project Status Report describing the progress of the project to date, including a description and schedule of all activities completed, and hardcopy or electronic copies of materials (*e.g.*, calculations, preliminary plans, etc.) completed to date. For educational events (if applicable), copies of the class rosters or sign-in sheets documenting the number of attendees shall be provided.
  - (c) The Government's Grant Manager shall review each Request for Funds and supporting documents for compliance with the terms of this Agreement and the guidelines of the Stormwater Quality Projects Incentive Grant Program. If the Grant Manager finds the Grantee's Request for Funds is in compliance with the terms of this Agreement and the guidelines of the Stormwater Quality Projects Incentive Grant Program and that the activity progress and management program of the Grantee satisfy the terms of the grant award, he or she shall approve the Request for Funds within 15 calendar days of receipt and then forward it to the Division of Accounting for payment.
  - (d) The Government shall release payment of the final 10% of the Grant only after receipt and acceptance of the Project Final Report. The Government's Grant Manager shall review the Project Final Report and provide comments to the Grantee or, if acceptable, forward approval within 15 calendar days of receipt to the Division of Accounting for payment.
  - (e) Should the Government's Incentive Grant Program Administrator determine that the Grantee is not in compliance with the terms of this Agreement and/or the Stormwater Quality Projects Incentive Grant Program, including deficiencies in progress and management of the project, the Division of Water Quality shall notify the Grantee, the Mayor's Office, and the appropriate district Council person, and shall meet with the Grantee on matters that prevent approval of the Request for Funds. Failure to resolve any such matters to the satisfaction of the Government may lead to termination of the Agreement for cause pursuant to Paragraph (21) herein below.
- (8) The Grantee agrees to obtain written approval from the Government's Grant Manager or Program Administrator for any proposed changes to the Project Team or Project Plan as listed in Attachment A prior to implementing the changes. Failure to gain written approval prior to making changes may lead to termination of the Agreement for cause pursuant to Paragraph (21) herein below.
  - (9) The Grantee agrees to complete the project phase(s) (*i.e.*, Design and/or Construction) outlined herein within 24 months from the date of this Agreement. The Grantee shall obtain written approval from the Government's Grant Manager and Program Administrator for any time extensions beyond the schedule. Failure to obtain written approval prior to making changes may lead to termination of the Agreement for cause pursuant to Paragraph (21) herein below.
  - (10) This Agreement may not be modified except by written agreement of the Government and the Grantee.
  - (11) The Grantee understands that the Grant amount shown herein in Paragraph (1) is a not-to-exceed amount, and any additional funding needed to complete the project elements listed in Attachment A is the responsibility of the Grantee. If it becomes apparent to the Grantee or the Government that the Grantee will be unable to complete the project either in the manner or for the amount described in this Agreement, then the Grantee must immediately notify the Government's Grant Manager and Program Administrator by providing a complete and detailed written explanation of its inability to comply with the terms of the Agreement. The Grantee must further provide the Government's Grant Manager and Program Administrator with a complete and detailed written explanation of any proposed changes, and the reasons for those changes.
  - (12) The Grantee asserts that it is in full compliance with all applicable provisions of the Lexington-Fayette Urban County Government's Code of Ordinances Chapter 5 – Buildings and Building Regulations, Chapter 7 – Finance and Taxation, Chapter 12 – Housing, and Chapter 16 – Sewage, Garbage, Refuse, and Weeds, or in compliance with Kentucky Department

of Housing Buildings and Construction rules and requirements as is appropriate for those state institutions, parcels, or buildings which are subject to state regulations and oversight as opposed to local ordinances and regulations. If the Grantee becomes out of compliance with any of these provisions, it will notify the Government's Grant Manager and Program Administrator immediately. Failure to notify the Government and resolve any such matters to the satisfaction of the Government may lead to termination of the Agreement for cause pursuant to Paragraph (21) herein below.

- (13) The Grantee agrees to allow the Government access to its property to perform monitoring of the project elements for compliance with this Agreement, as provided in the *"Agreement to Maintain Stormwater Control Facilities Funded by an LFUCG Class B Infrastructure Stormwater Quality Projects Incentive Grant"* (Attachment B).
- (14) In any advertisement of the project funded by the Grant, whether written or oral communications, the Grantee agrees to identify the Lexington-Fayette Urban County Government as the source of the above referenced funds; the Grantee shall not specifically identify any individual or elected official as being responsible for the funds donated by the Government.
- (15) The Grantee agrees to allow the Government to publicize the Grantee's project through the Government's website and other media.
- (16) The Grantee agrees to reference the Lexington-Fayette Urban County Government's Water Quality Management Fee and the Stormwater Quality Projects Incentive Grant Program as a source of funding for the project on any permanent signage or educational brochures, presentations, websites, etc. produced using grant monies.
- (17) The Grantee agrees that the Government is authorized to erect and maintain permanent signage at the location of any permanent capital infrastructure, referencing the Water Quality Management Fee and the Stormwater Quality Projects Incentive Grant Program as a source of funding for such permanent capital infrastructure. In the event that permanent signage is installed by the Government, such signage shall not be removed except upon written approval by the Government. Provided, however, that nothing herein shall require the installation of signage by the Government nor prohibit the Government from removing any signage so installed.
- (18) The Grantee and Property Owner agree that all stormwater control facilities, including equipment and infrastructure, constructed and funded by a Construction Grant through the Stormwater Quality Projects Incentive Grant Program shall remain in service and maintained by the Grantee or its representatives following the Inspection, Operation, and Maintenance Plan developed for each facility referenced in (6b) above. The Property Owner further accepts and agrees to enter into the *"Agreement to Maintain Stormwater Control Facilities Funded by an LFUCG Class B Infrastructure Stormwater Quality Projects Incentive Grant"* attached hereto as Attachment B and which is incorporated herein by reference as if fully set out herein.
- (19) The Grantee and Property Owner agree that all stormwater control facilities, including equipment and infrastructure, constructed and funded by this Grant shall remain the property of the current Property Owner, or his successors and assigns, unless otherwise specified in Attachments A and B.
- (20) The Grantee and Property Owner understand that if any of the Grant-funded facilities not owned by the Government are removed from service, the property owner of record at the time of removal shall be liable to reimburse the Government for 100% of the Remaining Value of the facility or portion removed, based upon the depreciation schedule provided in Attachment B.
- (21) If, through any cause, the Grantee or Property Owner shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if the Grantee or Property Owner shall violate any of the covenants, agreements, or stipulations of this Agreement, the Government shall provide the Grantee or Property Owner thirty (30) calendar days to address the deficiency or violation. If the Grantee or Property Owner does not, after the

thirty (30) days, come into compliance with this Agreement, the Government shall thereupon have the right to terminate this Agreement by giving written notice to the Grantee of such termination and specifying the effective date thereof, at least five (5) calendar days before the effective date of such termination. In that event, all finished or unfinished documents, receipts, and reports prepared by the Grantee shall, at the option of the Government, become its property and the Grantee shall immediately repay to the Government all monies received pursuant to this Agreement less any amount representing just and equitable compensation for the Government's share of any satisfactory work completed pursuant to the Agreement; provided, however, that for any project involving the construction of capital infrastructure, other than feasibility only projects, the Government's share of any satisfactory work completed shall not include feasibility or design costs.

- (22) The Grantee shall provide equal opportunity in employment as required by applicable federal, state, and local laws, regulations, and ordinances.
- (23) The Grantee is solely responsible for assuring that adequate and appropriate insurance or other necessary coverage is maintained during the term of this Agreement.
- (24) The Grantee's sole remedy for a breach of this Agreement by the Government shall be limited to the amount of the Grant.
- (25) The Government assumes no responsibility whatsoever in the Grantee's project activities. Grantee and Property Owner shall, to the extent allowed by law, defend, indemnify, and hold harmless Government from and against all liability, claims, losses, actions, costs, expenses, obligations, fines, and assessments of whatever kind, including defense costs and 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, in whole or in part, from or by Grantee's or Property Owner's or its contractor(s), agents, or assigns, negligent acts or misconduct, or errors or omissions, in connection with the activities carried out pursuant to this Agreement, the Grant award, or the Stormwater Quality Projects Incentive Grant Program.

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

**LEXINGTON-FAYETTE URBAN COUNTY  
GOVERNMENT**

BY: \_\_\_\_\_

LINDA GORTON, MAYOR

ATTEST:

\_\_\_\_\_  
CLERK, URBAN COUNTY COUNCIL

GRANTEE ORGANIZATION &  
PROPERTY OWNER:

WINDSWEPT VENTURES, LLC  
229 SHADY LANE  
LEXINGTON, KENTUCKY 40503

BY: [Signature]

NAME: JAMES W. MCFARLANE

TITLE: OWNER

The foregoing Agreement was subscribed, sworn to and acknowledged before me by  
James W. McFarlane, as the duly authorized representative for and on behalf of  
Windswept Ventures LLC, on this the 18 day of Dec., 2024.

My commission expires: Nov. 16, 2025.

[Signature]  
NOTARY PUBLIC

DEVAN GRAHAM COLLINS  
Notary Public - State at Large  
Kentucky  
My Commission Expires Nov. 16, 2025  
Notary ID KYNP40400

**ATTACHMENT A**  
**to the GRANT AWARD AGREEMENT**  
**between Lexington-Fayette Urban County Government (LFUCG) and**  
**Windswept Ventures, LLC**

**GRANT PROGRAM**

**2025 Stormwater Quality Projects Incentive Grant Program**  
**Class B Infrastructure Projects**

- Funded through the LFUCG Water Quality Management Fee
- Administered by the LFUCG Division of Water Quality in the Department of Environmental Quality & Public Works

**PROJECT TEAM AND CONTACT INFORMATION**

**Grantee Organization:** Windswept Ventures, LLC  
729 Bellaire Ave.  
Lexington, KY 40508  
KY Organization #0328434 

**Primary Project Contact:** James W. McFarlane  
859-229-0510 (phone)  
jwm@unitedlandscape.net (email)

**Secondary Project Contact:** Sue Ellen McFarlane  
859-229-4872 (phone)  
sem@unitedlandscape.net (email)

**Project Manager:** Denise O'Meara  
Earthcycle Design, LLC  
859-229-3125 (phone)  
domeara@ecdsite.com (email)

**Project Site Location(s) & Property Owner(s):** Windswept Ventures, LLC  
729 Bellaire Avenue  
Lexington, KY 40508  
PVA #10434300

**Design Professional Firm:** Earthcycle Design, LLC  
3168 Arrowhead Drive  
Lexington, KY 40503  
859-229-3125 (phone)  
Scott Southall, ASLA, AICP, LEED AP BD+C  
(Landscape Architect of Record)  
bsouthall@ecdsite.com (email)

**PROJECT PLAN ELEMENTS**

All improvements shall be located on the property at 729 Bellaire Avenue, Lexington, Kentucky 40508, PVA #10434300 owned by Windswept Ventures, LLC. No other property or right-of-way shall be disturbed without the written permission from the property owners.

**Project Elements**

The FY25 Stormwater Grant implements items identified as Phase 2, Area C "Back Yard" of the FY21 Feasibility Study (see Figure 2 – BMP Area Diagram Prioritized Area A-E). Phase 1 (FY23 United Landscape Phase 1 Stormwater Improvements Project) encompassed the "Front Yard" areas indicated by Areas A & B, currently scheduled for construction starting late summer 2024.

1. **BMP Design and Construction Activities –**
  - a. Removal of impervious area (approximately 2,938 SF).
  - b. Installation of a bio-infiltration swale.
  - c. Installation of rainwater harvesting tanks
  - d. Redirect existing downspouts to rainwater harvesting tanks.



- e. Retrofit gravel parking area with permeable parking pavers (approximately 3,230 SF).
  - f. Plant canopy trees (approximately 3,600 SF).
  - g. Install doorway awning structure with demonstrated vegetated roof (approximately 385 SF).
  - h. Install a french drain along the "Side Yard" to drain into the pervious paver stone base.
2. **Stormwater Educational** – Install interpretive signage along the Legacy Trail to provide an excellent opportunity for the public on sustainable stormwater methods.

## **STORMWATER CONTROL FACILITIES DESIGN**

**No grant-funded activities shall occur until the LFUCG Grant Manager gives Notice to Proceed, in writing, for the start of the design phase of the project.**

Design tasks will include meetings, survey, engineering design, permit submittals to the applicable local, state, and federal agencies, bidding, and construction.

Design shall also account for the following stipulations:

1. Submittals for stream permits (401 / 404) shall be completed as early as possible in the design process to inform the Design Engineer of alternatives that can be permitted without triggering state or federal mitigation requirements (if required).
2. The Design Engineer shall meet with the LFUCG Grant Manager for at least three meetings during the design phase:
  - i) Prior to the start of design
  - ii) At the completion of approximately 50% design
  - iii) At the 95% completion of the design documents

The Design Engineer shall provide a copy of the preliminary plans, calculations, and specifications (if available) representing 50% and 95% completion. These submittals shall be used to assist LFUCG staff in understanding the project components and allow for feedback to ensure the Government's funds shall be utilized for sustainable and effective infrastructure.

3. All existing utilities shall be located and shown on the design plans.
4. All existing easements, adjacent property lines, and rights-of-way shall be shown on the design plans. If any work is proposed to occur within any easement (*i.e.*, utility, etc.), whether public or private, the Organization shall obtain all necessary encroachment agreements from the authorized agencies prior to the start of construction.
5. Any work proposed within or on public right-of-way, easement, or LFUCG-owned property will require one or more permits or approvals. This includes installation permits for connection into any existing curb inlet or stormwater manhole located within public right-of-way. Please contact the appropriate staff:

Parks and Recreation, Chris Cooperrider – [ccooperrider@lexingtonky.gov](mailto:ccooperrider@lexingtonky.gov)  
 Environmental Services (greenways), Demetria Mehlhorn – [dkimball@lexingtonky.gov](mailto:dkimball@lexingtonky.gov)  
 Environmental Services (street trees), Heather Wilson – [hwilson@lexingtonky.gov](mailto:hwilson@lexingtonky.gov)  
 Engineering (right-of-way), John Cassel – [jcassel@lexingtonky.gov](mailto:jcassel@lexingtonky.gov)  
 Engineering (new development), Hillard Newman – [hnewman@lexingtonky.gov](mailto:hnewman@lexingtonky.gov)  
 Sanitary Sewers, Chris Dent – [cdent@lexingtonky.gov](mailto:cdent@lexingtonky.gov)  
 Stormwater, Mark Sanders – [msanders@lexingtonky.gov](mailto:msanders@lexingtonky.gov)

6. All federal, state, and local permits, approvals, and agreements required for construction of the proposed improvements shall be obtained prior to the start of construction. If the timing of construction is such that a permit may expire before construction can be completed, then the Organization shall coordinate with the LFUCG Grant Manager and permitting agencies on appropriate timing for permit submittals. The Organization is fully responsible to determine which approvals, permits, and encroachments are required for the project.



7. Erosion and sediment control and traffic control measures shall be designed to meet all standards and follow guidelines in the LFUCG Engineering Manuals, and shall be shown on the design plans with appropriate notes.

### **STORMWATER CONTROL FACILITIES CONSTRUCTION**

**No construction shall occur until written approval from all affected property owners is provided to the LFUCG Grant Manager.**

Facilities shall be constructed per the design plans and specifications. Construction of the proposed facilities shall also meet the following stipulations:

1. Construction shall not begin until all permits, approvals, agreements, etc. are obtained and copies provided to the LFUCG Grant Manager.
2. All existing utilities shall be contacted, located, and coordinated with prior to any work being performed.
3. The Erosion and Sediment Control Plan shall be provided to LFUCG for review and comment. The LFUCG Land Disturbance Permit shall be obtained by the contractor after placement of the ESC and traffic control measures.
4. Failure to place acceptable erosion and sediment control measures into service prior to start of construction will result in shut-down of the job site until the measures are put in place. Construction practices shall be put in place to prevent the illicit discharge of sediment, dirt, sand, fluids, trash, and any other pollutant into the Municipal Separate Storm Sewer System or Waters of the Commonwealth.
5. The Organization shall host a pre-construction meeting with all parties. The LFUCG Grant Manager shall be invited to this meeting and given three (3) business days' notice.
6. The Organization is responsible to provide all construction oversight, administration, and daily inspection. LFUCG shall not provide these services.
7. The Organization shall document construction by taking before, during, and after photographs.
8. Once construction is complete, a final punch-list inspection shall be performed. The LFUCG Grant Manager shall be invited to this inspection and given five (5) business days notice. If punch-list items are identified, a second inspection shall be performed once those items are resolved, and the LFUCG Grant Manager shall be invited to this inspection and given three (3) business days notice.
9. The Organization agrees to enter into the *Agreement to Maintain Stormwater Control Facilities Funded by an LFUCG Class A Stormwater Quality Projects Incentive Grant* included as Attachment B of the Grant Award Agreement within twenty-one (21) calendar days of the final (post punch-list) inspection. This Agreement may be recorded by LFUCG at the Fayette County Clerk's office.

### **REPORTING REQUIREMENTS**

1. Prior to construction, the Organization shall provide the LFUCG Grant Manager three (3) hard copies and one (1) digital copy each of the following deliverables, each sealed by a professional licensed to perform such work in accordance with Kentucky Revised Statutes (KRS):
  - Set of all final design calculations
  - Set of final construction plans, including erosion and sediment control plans, grading plans, etc. (including one "half-size" set)
  - Set of final specifications and bidding documents (if applicable)
  - Final detailed engineer's construction cost estimate including quantities, and/or bid(s)
  - All local, state, or federal permits, approvals, public or private encroachment agreements, etc. received to date for the project

- Inspection, Operation, and Maintenance (IOM) Plan laying out the plan for regular inspection and maintenance of each proposed facility for design performance and safety in accordance with manufacturer's specifications and LFUCG's Stormwater Manual
  - Existing condition photographs
2. The Organization shall allow LFUCG twenty-one (21) calendar days to review the submittals and provide comments. If revised submittals are required, the Organization shall allow LFUCG ten (10) calendar days for review per submittal. LFUCG may choose to have a third-party engineering consultant assist LFUCG in review of these submittals.
  3. If the project is competitively bid, the selected contractor's unit price contract / bid list shall be provided to the LFUCG Grant Manager prior to the start of construction.
  4. If the project is not competitively bid, the selected contractor's unit price contract shall be provided to the LFUCG Grant Manager prior to the start of construction, along with a justification for any deviations from the engineer's construction cost estimate.
  5. **The construction phase shall begin only after the LFUCG Grant Manager gives Notice to Proceed, in writing, for the start of the construction phase of the project.**
  6. If, during construction, the contractor requests a deviation or addition to the quantities or costs in the construction contract, the LFUCG Grant Manager shall be notified within two (2) business days. Additions or modifications to the project that are not directly related to the intended and correct function of the stormwater control project elements as described in the Project Elements listed above and in the original incentive grant application are not eligible for Grant reimbursement. Therefore, the Organization is advised that it should coordinate closely with the LFUCG Grant Manager during construction to ensure the work being performed is in compliance with this Agreement. **Note that per the Grant Award Agreement all overruns that result in the project costs exceeding the Grant amount are the responsibility of the Organization.**
  7. After construction is completed, the Project Final Report shall include digital and hard copies of the following:
    - Summary of final construction costs and quantities
    - Copies of all federal, state, and local permits obtained for the project (if not previously provided) and any permit closure documents
    - Three (3) copies of a Record Drawing showing all field changes, and signed and sealed by the professional of record certifying the project as shown meets all original design intent
    - Copies of final inspection minutes, punch-lists, etc.
    - Photo documentation of site conditions and improvements before, during, and after construction
    - Signed *Agreement to Maintain Stormwater Control Facilities Funded by an LFUCG Class B Infrastructure Stormwater Quality Projects Incentive Grant* (Note: This form will be provided by LFUCG after construction is completed and final costs determined.)
    - Any materials generated, including those for educational purposes
  8. LFUCG shall make final payment of the 10% retainer after acceptance of the Project Final Report.
  9. All attachments to Requests for Funds & Project Status Reports shall reference the associated line Table 2 – Eligible Expenses.

## **PERMANENT FACILITIES / INFRASTRUCTURE**

**Ownership:** The proposed facilities are expected to reside on private property in Fayette County and be owned by the Property Owner.

**Future Inspection and Maintenance:** The Organization (and/or Property Owner) agrees to sign and abide by the terms of the *Maintenance Agreement for Stormwater Control Facilities Funded by an LFUCG Class B Infrastructure Stormwater Quality Projects Incentive Grant* included as Attachment B to the Grant Award Agreement. The property owner is solely responsible for future maintenance of the grant-funded improvements as long as the improvements are in service.

**Monitoring by LFUCG:** The Organization agrees to allow LFUCG staff future access to any property on which work is performed to monitor the installed features for compliance with this Agreement during the grant period. After the grant period has ended, the Organization (and/or Property Owner) agrees to allow LFUCG access for monitoring per the terms of the Maintenance Agreement. Water quality sampling via grab samples or other methods may be employed by LFUCG staff as part of its Kentucky Pollutant Discharge Elimination System (KPDES) MS4 Phase 1 Permit.

**EQUIPMENT**

Any equipment purchased with the Grant shall remain the property of the Organization.

**ADDITIONAL GRANT STIPULATIONS**

Note the following additional stipulations related to this project:

- 1. Applicant shall obtain written approval/agreement prior to work being done on properties not owned by the Applicant.
- 2. Applicant shall verify the need and ensure all permits are received (e.g., State, Local, and Federal) prior to any work.
- 3. In accordance with the LFUCG Stormwater Manual Chapter 10, permeable pavement and bio-infiltration swales shall be located at least 10 feet from existing and proposed buildings and sanitary sewer lines. If known sanitary sewer or basement infiltration problems exist, a greater distance shall be used.
- 4. An Inspection, Operations, and Maintenance (IOM) Plan shall be provided at the conclusion of the project.
- 5. The IOM Plan shall preclude the storage of certain materials on the permeable pavement.
- 6. Because of modifications to the parking areas, the applicant will need to work with the LFUCG Division of Planning to verify the regulatory requirements.
- 7. If an underdrain is not proposed, applicant to provide soil infiltration test results in accordance with LFUCG Stormwater Manual Chapter 10.3.3.
- 8. If underground detention is provided, the property owner will be required to conform to the LFUCG Code of Ordinances Chapter 16, Article X, Division 2.
- 9. Tree plantings shall be coordinated with existing utilities prior to plantings, and if possible, trees shall not be planted within 10' of an existing utility.
- 10. Applicant to notify the Royal Springs Aquifer/Wellhead Protection Committee prior to work being done on the property.
- 11. Both electronic and hard copies of all materials intended for the workshop are to be provided to LFUCG, for its use, as part of the grant deliverables.
- 12. Permanent signage designs to be approved by the Grant Manager or Administrator prior to production.

**GRANT PERIOD & PROJECT SCHEDULE**

The grant period starts on the date of execution by the Mayor and extends for the time period as listed in the Grant Award Agreement. Any time extensions must be approved in writing by the LFUCG Grant Manager. The project schedule shown in Table 1 is preliminary. Proposed changes to the project which alter this schedule significantly shall be discussed with the LFUCG Grant Manager prior to implementation.

**TABLE 1 – PRELIMINARY PROJECT SCHEDULE**

Activity	Anticipated Date(s)
Notice to Proceed	March – April 2025
Site Survey	May 2025 – July 2025
Construction Document preparation	June 2025 - September 2025
Bidding / Contract Negotiation & Award	September 2025 – October 2025
Construction	October 2025 – March 2026
Project Closeout / Final Report to LFUCG	March 2026 – June 2026

**PROJECT BUDGET – GRANT ELIGIBLE EXPENSES**

The project budget is broken into the following components based upon the Organization’s grant application:

- |   |                      |
|---|----------------------|
| 1. <u>Design Phase:</u>                       | <b>\$ 80,260.00</b>  |
| 2. <u>Construction Phase and other items:</u> | <b>\$ 301,302.50</b> |

<b>TOTAL PROJECT COSTS: \$ 381,562.50</b>
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The total project cost estimate and breakdown of grant to cost share is as follows:

Total Grant Share	\$ 305,250.00 (not-to-exceed)
Estimated Cost Share	<u>\$ 76,312.50</u>
<b>Est. Total Project Cost</b>	<b>\$ 381,562.50</b>

Table 2 lists the eligible expenses for this project. Only properly invoiced items shall be reimbursed with grant monies or counted toward the Organization’s cost share.

Any work performed on this project prior to grant award by the Urban County Council and Notice to Proceed from the LFUCG Grant Administrator is NOT an eligible expense and shall not be reimbursed or counted toward the cost share.

Construction cost items given in Table 2 are conceptual and the construction estimate will be revised and submitted to the LFUCG Grant Manager for review prior to construction and again once bids are received. **The Grant is a not-to-exceed amount, and any cost overruns are the responsibility of the Grantee.** Note that the Grant shall not be used to fund any project element that is required by local, state, or federal regulation in relation to any new development or redevelopment associated with the stormwater quality improvement project as described herein. Donated professional service hours shall be valued at the Median Hourly Wage for the service provided as published by the U.S. Department of Labor, Bureau of Labor Statistics, State Occupational Employment and Wage Estimates for Kentucky (current website: [http://www.bls.gov/oes/current/oes\\_ky.htm](http://www.bls.gov/oes/current/oes_ky.htm)).

TABLE 2 – ELIGIBLE EXPENSES

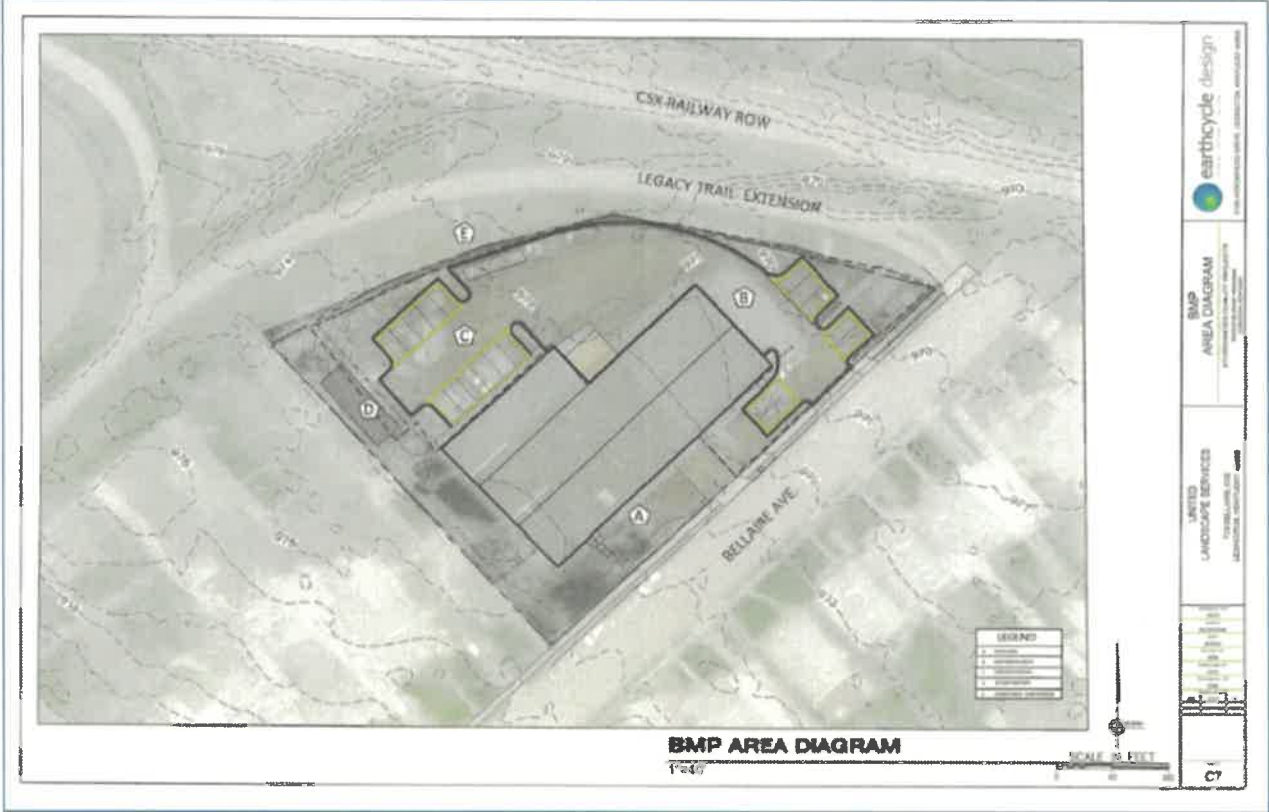
	Type of Expense	Participants	Item	Unit Price		Quantity	Funded by Organization	Funded by Grant	Total Expense	
	Design									
1	Design - Site/Civil Related Services	Consultant	Grant & Project Administration	\$	13,560.00	LS	1.0	\$ 5,424.00	\$ 8,136.00	\$ 13,560.00
2	Design - Site/Civil Related Services	Consultant	Site Survey	\$	6,800.00	LS	1.0	\$ -	\$ 6,800.00	\$ 6,800.00
3	Design - Site/Civil Related Services	Consultant	Construction Documents	\$	43,700.00	LS	1.0	\$ 43,700.00	\$ -	\$ 43,700.00
4	Design - Site/Civil Related Services	Consultant	Bidding / Contract Negotiations & CA	\$	3,500.00	LS	1.0		\$ 3,500.00	\$ 3,500.00
5	Design - Site/Civil Related Services	Consultant	Construction Administration	\$	12,700.00	LS	1.0		\$ 12,700.00	\$ 12,700.00
	Construction									
6	Construction	Contractor	General Conditions	\$	22,500.00	LS	1.0	\$ 22,500.00	\$ -	\$ 22,500.00
7	Construction	Contractor	Erosion & Sediment Control Measures	\$	5,000.00	LS	1.0	\$ -	\$ 5,000.00	\$ 5,000.00
8	Construction	Contractor	Construction Staking	\$	5,500.00	LS	1.0	\$ -	\$ 5,500.00	\$ 5,500.00
9	Construction (Demolition)	Contractor	Demolition - Excavation (2')	\$	45.00	CY	250.0	\$ -	\$ 11,250.00	\$ 11,250.00
10	Construction (Demolition)	Contractor	Demolition - Excavation (8")	\$	45.00	CY	25.0	\$ -	\$ 1,125.00	\$ 1,125.00
11	Construction (Demolition)	Contractor	Demolition - Concrete & Asphalt Pavement Removal	\$	60.00	SY	225.0	\$ -	\$ 13,500.00	\$ 13,500.00
12	Construction (Demolition)	Contractor	Demolition - Saw Cutting	\$	12.00	LF	50.0	\$ -	\$ 600.00	\$ 600.00
13	Construction (Improvements - Materials)	Contractor	Vegetative Awning @ Service Bay (16'x24')	\$	42.08	SF	385.0	\$ -	\$ 16,200.00	\$ 16,200.00
14	Construction (Improvements - Materials)	Contractor	Materials - 4.5" Concrete (Sidewalk)	\$	8.50	SF	310.0	\$ -	\$ 2,635.00	\$ 2,635.00
15	Construction (Improvements)	Contractor	Materials - DGA-2"	\$	35.00	TN	50.0		\$ 1,750.00	\$ 1,750.00
16	Construction (Improvements)	Contractor	Materials - Permeable Concrete Pavers	\$	13.65	SF	3,250.0	\$ -	\$ 44,362.50	\$ 44,362.50
17	Construction (Improvements)	Contractor	Materials - #9 stone (1")	\$	32.50	TN	25.0	\$ -	\$ 812.50	\$ 812.50
18	Construction (Improvements)	Contractor	Materials - #57 stone (6")	\$	32.50	TN	90.0	\$ -	\$ 2,925.00	\$ 2,925.00
19	Construction (Improvements)	Contractor	Materials - #2 stone (12")	\$	32.50	TN	120.0	\$ -	\$ 3,900.00	\$ 3,900.00
20	Construction (Improvements)	Contractor	Materials - Non-woven Geotextile - Type IV	\$	12.50	SY	450.0	\$ -	\$ 5,625.00	\$ 5,625.00
21	Construction (Improvements)	Contractor	Materials - Formed Class A Concrete (ribbon curb)	\$	28.00	LF	260.0	\$ -	\$ 7,280.00	\$ 7,280.00
22	Construction (Improvements)	Contractor	Materials - Standard Header Curb	\$	32.50	LF	40.0	\$ -	\$ 1,300.00	\$ 1,300.00
23	Construction (Improvements)	Contractor	Materials - 6" N-12 HOPE Pipe	\$	35.00	LF	200.0	\$ -	\$ 7,000.00	\$ 7,000.00
24	Construction (Improvements)	Contractor	Materials - 4" N-12 HOPE Perf Pipe	\$	25.00	LF	250.0	\$ -	\$ 6,250.00	\$ 6,250.00
25	Construction (Improvements)	Contractor	Subdrain Catch Basin	\$	750.00	EA	1.0	\$ -	\$ 750.00	\$ 750.00
26	Construction (Improvements)	Contractor	Cleanout Assemblies	\$	500.00	EA	5.0	\$ -	\$ 2,500.00	\$ 2,500.00
27	Construction (Improvements)	Contractor	French Drain	\$	80.00	LF	150.0	\$ -	\$ 12,000.00	\$ 12,000.00
28	Construction (Improvements)	Contractor	Rainwater Harvesting System: Gutter & Downspouts	\$	4,688.50	LS	1.0	\$ 4,688.50		\$ 4,688.50
29	Construction (Improvements)	Contractor	Rainwater Harvesting System: Water Tanks (2,500)	\$	9,000.00	EA	3.0	\$ -	\$ 27,000.00	\$ 27,000.00
30	Construction (Improvements)	Contractor	Rainwater Harvesting System: Misc Components	\$	2,500.00	LS	1.0		\$ 2,500.00	\$ 2,500.00
31	Construction (Improvements)	Contractor	Rainwater Harvesting System: Bio-swale	\$	65.00	EA	200.0	\$ -	\$ 13,000.00	\$ 13,000.00
32	Construction (Improvements)	Contractor	Landscape: Topsoil 2'	\$	38.50	CU	220.0	\$ -	\$ 8,470.00	\$ 8,470.00
33	Construction (Improvements)	Contractor	Landscape: Trees	\$	400.00	EA	7.0	\$ -	\$ 2,800.00	\$ 2,800.00
34	Construction (Improvements)	Contractor	Landscape: landscape plants	\$	2,500.00	LS	1.0	\$ -	\$ 2,500.00	\$ 2,500.00
35	Construction (Improvements)	Contractor	Landscape: site restoration	\$	2,500.00	LS	1.0	\$ -	\$ 2,500.00	\$ 2,500.00
36	Construction (Improvements)	Contractor	site educational signage	\$	1,500.00	LS	1.0		\$ 1,500.00	\$ 1,500.00
	Other (Miscellaneous) Costs									
37	Other (Miscellaneous) Costs	Project Manager	Mobilization & Demobilization (7.0%)	\$	22,804.05	LS	1.0	\$ -	\$ 22,804.05	\$ 22,804.05
38	Other (Miscellaneous) Costs	Project Manager	Contingency (10%)	\$	38,774.95	LS	1.0	\$ -	\$ 38,774.95	\$ 38,774.95
39				TOTAL PROJECT BUDGET:				\$ 76,312.50	\$ 305,250.00	\$ 381,562.50
40			*COST SHARE % = 20.00% OK					ORGANIZATION SHARE	GRANT SHARE	
41								20.0%	80.0%	
42										



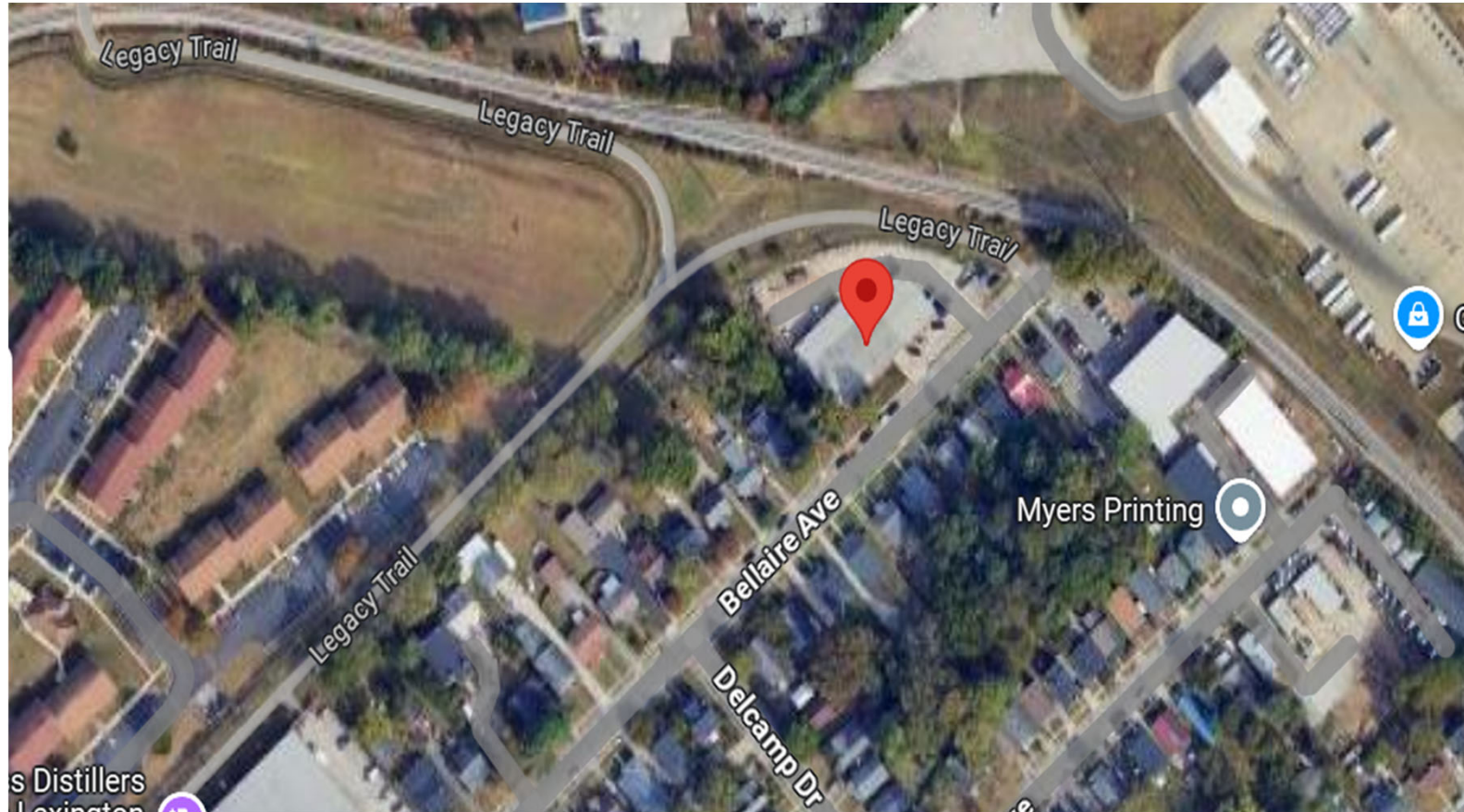
FIGURE 1 – MAP OF PROJECT AREA (FROM GOOGLE)



FIGURE 2 – BMP AREA DIAGRAM SHOWING PRIORITIZED AREAS A - E (FROM APPLICATION)



## Stormwater Quality Projects Incentive Grant Program



United Landscape Services, Inc.

**ATTACHMENT B**  
**TO FY 2025 CLASS B INFRASTRUCTURE GRANT AWARD AGREEMENTS**

DO NOT WRITE ABOVE THIS LINE

**Agreement to Maintain Stormwater Control Facilities**  
**Funded by an LFUCG Class B Infrastructure Stormwater Quality Projects Incentive Grant**

The upkeep and maintenance of stormwater control facilities is essential to the protection of aquatic resources. All property owners receiving grant funds from the Lexington-Fayette Urban County Government through the Stormwater Quality Projects Incentive Grant Program for construction of any stormwater control facility are expected to conduct business in a manner that promotes resource protection. For purposes of this document, a “stormwater control facility” is an equivalent term for “stormwater control device” or “stormwater management system or facility,” and is any detention basin, detention pond, drainage way, extended detention basin, retention basin, catch basin, outlet, or any other structure or equipment or feature thereof, in whole or in part, designed to control stormwater quantity or improve stormwater quality. This Agreement contains specific provisions with respect to maintenance of the stormwater control facilities described below.

**PROPERTY SITE ADDRESS:** \_\_\_\_\_

**PROPERTY OWNER NAME:** \_\_\_\_\_

**PROPERTY LEGAL DESCRIPTION:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**STORMWATER CONTROL FACILITIES DESCRIPTION:**

Funded by Stormwater Quality Projects Incentive Grant: Fiscal Year \_\_\_\_\_, Class BI

1. <Facility Description, Facility Grant Value<sup>1</sup>, Placement in Service Month<sup>2</sup>, \_\_\_\_-year depreciation schedule<sup>3</sup>>
2. <Facility Description, Facility Grant Value<sup>1</sup>, Placement in Service Month<sup>2</sup>, \_\_\_\_-year depreciation schedule<sup>3</sup>>
3. <Facility Description, Facility Grant Value<sup>1</sup>, Placement in Service Month<sup>2</sup>, \_\_\_\_-year depreciation schedule<sup>3</sup>>
4. <Facility Description, Facility Grant Value<sup>1</sup>, Placement in Service Month<sup>2</sup>, \_\_\_\_-year depreciation schedule<sup>3</sup>>
5. <Facility Description, Facility Grant Value<sup>1</sup>, Placement in Service Month<sup>2</sup>, \_\_\_\_-year depreciation schedule<sup>3</sup>>

<sup>1</sup> Facility Grant Value is the amount of LFUCG incentive grant funds expended on feasibility, design and construction costs for each given facility.

<sup>2</sup> Placement in Service Month is the month the facility goes into service.

<sup>3</sup> Use 20-year depreciation schedule for green/vegetated roofs. Use 15-year depreciation schedule for all other BMPs.

Whereas, \_\_\_\_\_ <property owner name>, has proposed to construct stormwater control facilities on the property described above and whereas the goals of the Lexington-Fayette Urban County Government are to ensure the protection and enhancement of Fayette County’s aquatic resources, the **Lexington-Fayette Urban County Government (LFUCG)** and \_\_\_\_\_ <property owner name> \_\_\_\_\_ hereby enter into this Agreement. The responsibilities of each party to this Agreement are identified below.



THE <property owner name> HEREBY:

1. Agrees to implement the stormwater control facility Inspection, Operations, and Maintenance Plan developed for each facility and incorporated by reference herein.
2. Agrees to maintain the stormwater control facilities in good working condition, acceptable to the LFUCG, so that they are performing their design functions.
3. Grants permission to the LFUCG, its authorized agents and employees, to enter upon the property with reasonable advance notice of at least 24 hours and proper identification, except in such circumstances where advance notice is inappropriate for the purpose of entry, and to inspect the stormwater control facilities whenever the LFUCG deems necessary. The purpose of the inspection is to assure safe and proper functioning of the facilities. The inspection shall cover the entire facilities, berms, outlet structures, pond areas, access roads, etc. When deficiencies are noted, the LFUCG shall give <property owner name>, its successors and assigns, copies of the inspection report with findings and evaluations.
4. Agrees that in the event <property owner name>, its successors and assigns, fails to maintain the stormwater control facilities in good working condition acceptable to the LFUCG, the LFUCG may enter upon the property and take whatever steps it deems necessary to maintain said stormwater control facilities and to charge the costs of the repairs to <property owner name>, its successors and assigns. This provision shall not be construed to allow the LFUCG to erect any structure of a permanent nature on the land of <property owner name>, outside of an easement belonging to the LFUCG. It is expressly understood and agreed that the LFUCG is under no obligation to maintain or repair said facilities, and in no event shall this Agreement be construed to impose any obligation on the LFUCG.
5. Agrees that in the event the LFUCG, pursuant to this Agreement, performs work of any nature, or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like on account of <property owner name> or its successors and assigns, <property owner name> shall reimburse the LFUCG upon demand, within 30 days of receipt thereof for all costs incurred by the LFUCG hereunder. If not paid within such 30 day period, the LFUCG shall have a lien against the property in the amount of such costs, plus interest at the Judgment Rate, and may enforce same in the same manner as a lien for real property taxes may be enforced.
6. Agrees to indemnify and hold harmless the LFUCG and its agents and employees for any and all damages, accidents, casualties, occurrences or claims which might arise or be asserted against the LFUCG related to the construction or maintenance of the stormwater facilities by <property owner name> or its agents.

In the event a claim is asserted against the LFUCG, its agents or employees for such matters, the LFUCG shall promptly notify <property owner name>, their successors and assigns, and they shall defend, at their own expense, any suit based on such claim. If any judgment or claims against the LFUCG, its agents or employees shall be allowed, <property owner name>, its successors, and assigns shall pay all costs and expenses in connection herewith.

7. Grants permission to the LFUCG, its authorized agents and employees, to enter upon the property with reasonable advance notice to <property owner name> and proper identification, and, at LFUCG expense, to install, operate, and maintain equipment to monitor the flow rate and pollutant content of the input flow, the effluent, and at intermediate points in the facility, all in such a manner that does not unreasonably interfere with the use of the property by <property owner name>. <property owner name> further agrees to design and construct the facility to provide reasonable access for such monitoring.
8. Agrees to maintain a record (in the form of a logbook) of steps taken to implement the programs referenced in (1) and (2) above. The logbook shall be available for inspection by the LFUCG staff at <property owner address or business office> during normal business hours. The logbook shall catalog the action taken, who took it, when the action was done, how it was done, and any problems encountered or follow-up actions recommended.

On property where a stormwater control device is located fully or partially underground, <property owner name> further understands that an annual inspection of the underground facility is required by LFUCG Code of Ordinances 16-88(c), and an annual inspection report, prepared by a Professional Engineer licensed to practice in Kentucky, must be submitted to the LFUCG compliance representative listed in this document. This report shall address the condition of the device for meeting its intended purpose, and shall be included with the annual report described in Section (9) below.

9. Agrees to provide an **annual report** to the LFUCG regarding implementation of the programs referenced in (1) and (2) above upon request from the Grant Administrator or MS4 Permit Coordinator. The report shall contain, at a minimum, the following items:
  - A. Name, address, and telephone number of the business, the person, or the firm responsible for plan implementation, and the person completing the report.
  - B. Time period covered by the report.
  - C. Copy of all inspection reports performed as part of the operations and maintenance program referenced in (1) above, including if applicable, the annual inspection for underground devices described in (8) above.
  - D. A chronological summary of activities conducted to implement the program referenced in (1) and (2) above. A photocopy of the applicable sections of the logbook, with any additional explanation needed, shall normally suffice. For any activities conducted by paid parties not affiliated with <property owner name>, include a copy of the invoice for services.
  - E. An outline of planned activities for the next year.
10. Agrees that in the event the <property owner name>, its successors and assigns, removes or takes out of service one or more of the stormwater control facilities funded in whole or in part by the LFUCG grant, <property owner name>, its successors and assigns, shall reimburse the LFUCG within 90 days of removal of the facility from service, 100% of the Remaining Value of the facility removed based upon the following depreciation schedule:

In:	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15	Year 16	Year 17	Year 18	Year 19	Year 20
15-year Depreciation	3.33%	6.67%	6.67%	6.67%	6.67%	6.67%	6.67%	6.66%	6.67%	6.66%	6.67%	6.66%	6.67%	6.66%	3.33%	-	-	-	-	-
15-year Remaining Value	96.67%	90.00%	83.33%	76.66%	69.99%	63.32%	56.65%	49.99%	43.32%	36.66%	29.99%	23.33%	16.66%	10.00%	6.67%	-	-	-	-	-
20-year Depreciation	2.5%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	2.5%
20-year Remaining Value	97.5%	92.5%	87.5%	82.5%	77.5%	72.5%	67.5%	62.5%	57.5%	52.5%	47.5%	42.5%	37.5%	32.5%	27.5%	22.5%	17.5%	12.5%	7.5%	5.0%

The % of depreciation shall be applied to the Facility Grant Value for the year the facility was removed from service, with month 1 of Year 1 being the Placement in Service Month listed at the beginning of this document. If not paid within such 90 day period, the LFUCG shall have a lien against the property in the amount of the remaining value of the facility removed, and may enforce same in the same manner as a lien for real property taxes may be enforced.

SAMPLE

<PROPERTY OWNER>

<BUSINESS ADDRESS>

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

The foregoing Agreement was subscribed, sworn to and acknowledged before me by \_\_\_\_\_, as the duly authorized representative for and on behalf of \_\_\_\_\_, on this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

My commission expires: \_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
**Linda Gorton, Mayor**

The foregoing Agreement was subscribed, sworn to and acknowledged before me by \_\_\_\_\_, as the duly authorized representative for and on behalf of \_\_\_\_\_, on this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

My commission expires: \_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

**Maintenance Agreement Contact Information for Compliance**

**Owner Representative Name:** \_\_\_\_\_

**Business Address:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**Representative's Phone Number:** \_\_\_\_\_

**Representative's E-Mail:** \_\_\_\_\_

**Urban County Government Information for compliance issues:**

**Contact:** \_\_\_\_\_ LFUCG's MS4 Permit Coordinator

**Address:** \_\_\_\_\_ LFUCG Division of Water Quality

\_\_\_\_\_ 125 Lisle Industrial Avenue, Suite 180

\_\_\_\_\_ Lexington, KY 40511

**Phone:** \_\_\_\_\_ (859) 425-2400

**Email:** \_\_\_\_\_ MS4@lexingtonky.gov

Prepared by:

\_\_\_\_\_  
Evan P. Thompson, Attorney Senior  
LFUCG – Department of Law  
200 East Main Street  
Lexington, KY 40507  
(859) 258-3500

RESOLUTION NO. \_\_\_\_\_ – 2025

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT AWARDDING A CLASS B (INFRASTRUCTURE) INCENTIVE GRANT TO WINDSWEPT VENTURES, LLC, FOR A STORMWATER QUALITY PROJECT, AT A COST NOT TO EXCEED \$305,250.00.

---

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute an Agreement, which is attached hereto and incorporated herein by reference, awarding a Class B (Infrastructure) Incentive Grant to Windswept Ventures, LLC, for a stormwater quality project.

Section 2 – That an amount, not to exceed \$305,250.00, be and hereby is approved for payment to Windswept Ventures, LLC, from account # 4052-303204-3373-78112, pursuant to the terms of the Agreement.

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

PASSED URBAN COUNTY COUNCIL:

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CLERK OF URBAN COUNTY COUNCIL  
0066-25:EPT\_4920-9353-2438, v. 1

RESOLUTION NO. 044 – 2025

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT AWARDING A CLASS B (INFRASTRUCTURE) INCENTIVE GRANT TO WINDSWEPT VENTURES, LLC, FOR A STORMWATER QUALITY PROJECT, AT A COST NOT TO EXCEED \$305,250.00.

---

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute an Agreement, which is attached hereto and incorporated herein by reference, awarding a Class B (Infrastructure) Incentive Grant to Windswept Ventures, LLC, for a stormwater quality project.

Section 2 – That an amount, not to exceed \$305,250.00, be and hereby is approved for payment to Windswept Ventures, LLC, from account # 4052-303204-3373-78112, pursuant to the terms of the Agreement.

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

PASSED URBAN COUNTY COUNCIL: February 20, 2025



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MAYOR

ATTEST:



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CLERK OF URBAN COUNTY COUNCIL

0066-25:EPT\_4920-9353-2438, v. 1

**GRANT AWARD AGREEMENT**

*Fiscal Year 2025 Class B Infrastructure Incentive Grant Program*

**THIS AGREEMENT**, made and entered into on the 26 day of February, 2025 by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (LFUCG)**, an urban county government of the Commonwealth of Kentucky, pursuant to KRS Chapter 67A (hereinafter "Government"), on behalf of its Division of Water Quality, and **WINDSWEPT VENTURES, LLC**, 229 SHADY LANE, LEXINGTON, KENTUCKY 40503 (hereinafter "Grantee" and "Property Owner").

**WITNESSETH:**

**WHEREAS**, the Grantee is a documented fee-payer of the Government's Water Quality Management Fee; and

**WHEREAS**, the Grantee has proposed a need for the funds requested to develop and implement a proposed project by submitting a valid grant application; and

**WHEREAS**, the Grantee's grant application has been reviewed and selected for funding by the Water Quality Fees Board in accordance with Sections 16-408 and 16-410 of the Government's Code of Ordinances; and

**WHEREAS**, the Government has funds available through the Stormwater Quality Projects Incentive Grant Program to assist the qualified Grantee in the development and implementation of projects that meet the goals of the program; and

**WHEREAS**, the Grantee desires to implement a specific project that meets one or more Incentive Grant program goals to improve water quality, reduce stormwater runoff, and provide public or private education related to stormwater quality; and

**WHEREAS**, any such improvements funded by the Government shall benefit the public through installed improvements and/or educational programming;

**THAT FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS HEREIN EXPRESSED, GOVERNMENT AND GRANTEE AGREE AS FOLLOWS:**

- (1) The Government hereby grants the Grantee the sum of **\$305,250.00** (hereinafter "the Grant"), for use in implementing the project elements as listed in Attachment A which is incorporated herein by reference as if fully set out herein. The Grantee agrees to cost share the Grant with contributions, labor, and/or other services equal to or greater than 20% of the total project cost.
- (2) The Grantee agrees to use the Grant only for the activities set forth in Attachment A which includes installation of stormwater control infrastructure at the following site location(s): **729 BELLAIRE AVENUE, LEXINGTON, KENTUCKY 40508** currently owned by the Property Owner.
- (3) The Grantee agrees to meet all design standards specified in the Government's Engineering Manuals or as further described in Attachment A in the design of all Grant-funded improvements. This includes all associated activities including but not limited to erosion and sediment control, traffic control, utility relocations, seeding, etc. The Grantee further agrees to design the facilities in such a way as not to preclude the potential for future water quality / quantity monitoring by LFUCG.



- (4) The Grantee agrees to comply with all applicable local, state, and federal rules, regulations, ordinances, and laws in implementation of the project.
- (5) The Grantee agrees to obtain all necessary local, state, and federal permits, encroachments, permissions, approvals, etc. in a timely manner and prior to start of construction.
- (6) The Grantee agrees to perform periodic reporting as detailed in Paragraph (7) herein below, and produce a Project Final Report within thirty (30) calendar days of the completion of the project elements in digital and hard copy following a standardized format to be provided by the Government summarizing all work completed and detailing the total grant expenditures. Other deliverables include the following:
  - (a) At the end of the Feasibility Phase (if applicable), the following five deliverables, sealed by a professional licensed to perform such work in accordance with Kentucky Revised Statutes (KRS), shall be provided:
    - Feasibility report evaluating the use of the potential BMP(s) on the proposed site;
    - Conceptual design concept;
    - Detailed cost estimate for design;
    - Conceptual cost estimate for construction;
    - Letter certifying all BMPs proposed for design as viable and feasible for the specific site and application.
  - (b) At the end of the Design Phase or prior to the start of the Construction Phase, the following six deliverables, sealed by a professional licensed to perform such work in accordance with Kentucky Revised Statutes (KRS), shall be provided:
    - Set of all final design calculations;
    - Set of final construction plans, including traffic control, erosion and sediment control, grading plans, etc.;
    - Set of final specifications and bidding documents (if applicable);
    - Final detailed engineer's construction cost estimate including quantities;
    - All required permit submittals and approvals;
    - Inspection, Operation, and Maintenance Plan laying out the plan for regular inspection and maintenance of each proposed facility for design performance and safety in accordance with manufacturer's specifications and the Government's Stormwater Manual.
  - (c) At the end of the Construction Phase, the following five deliverables shall be provided:
    - Summary of final construction costs and quantities;
    - Copies of all federal, state, and local permits obtained for the project;
    - Record Drawing showing all field changes, and signed and sealed by the professional of record certifying the project as shown meets all original design intent;
    - Photo documentation of site conditions and improvements before, during, and after construction;
    - *Signed Agreement to Maintain Stormwater Control Facilities Funded by an LFUCG Class B Infrastructure Stormwater Quality Projects Incentive Grant.*
- (7) The Grant to the Grantee shall be disbursed in the following manner:
  - (a) The Grantee shall submit at least once every three (3) months, if not specified otherwise in Attachment A, a Request for Funds to the Government's Grant Manager designated by the Director of the Division of Water Quality for the project. Each Request for Funds shall include documentation that the Grantee has already expended the requested funds or shall be in a position to expend properly the requested funds within thirty (30) days of receipt of the funds. The Request for Funds shall include full accounting of these eligible grant-related expenses, as listed in Attachment A. Copies of invoices, purchase orders, or receipts showing vendor, date, amount, and items purchased or ordered shall be provided with the Request for Funds. For project specific personnel costs and stipends, documentation of all billed hours shall include copies of employee timesheets, hourly payroll rate, and description of work performed for hours billed. Each Request for Funds shall include a minimum of 10% cost share.

- (b) Each Request for Funds shall be accompanied by a Project Status Report describing the progress of the project to date, including a description and schedule of all activities completed, and hardcopy or electronic copies of materials (*e.g.*, calculations, preliminary plans, etc.) completed to date. For educational events (if applicable), copies of the class rosters or sign-in sheets documenting the number of attendees shall be provided.
  - (c) The Government's Grant Manager shall review each Request for Funds and supporting documents for compliance with the terms of this Agreement and the guidelines of the Stormwater Quality Projects Incentive Grant Program. If the Grant Manager finds the Grantee's Request for Funds is in compliance with the terms of this Agreement and the guidelines of the Stormwater Quality Projects Incentive Grant Program and that the activity progress and management program of the Grantee satisfy the terms of the grant award, he or she shall approve the Request for Funds within 15 calendar days of receipt and then forward it to the Division of Accounting for payment.
  - (d) The Government shall release payment of the final 10% of the Grant only after receipt and acceptance of the Project Final Report. The Government's Grant Manager shall review the Project Final Report and provide comments to the Grantee or, if acceptable, forward approval within 15 calendar days of receipt to the Division of Accounting for payment.
  - (e) Should the Government's Incentive Grant Program Administrator determine that the Grantee is not in compliance with the terms of this Agreement and/or the Stormwater Quality Projects Incentive Grant Program, including deficiencies in progress and management of the project, the Division of Water Quality shall notify the Grantee, the Mayor's Office, and the appropriate district Council person, and shall meet with the Grantee on matters that prevent approval of the Request for Funds. Failure to resolve any such matters to the satisfaction of the Government may lead to termination of the Agreement for cause pursuant to Paragraph (21) herein below.
- (8) The Grantee agrees to obtain written approval from the Government's Grant Manager or Program Administrator for any proposed changes to the Project Team or Project Plan as listed in Attachment A prior to implementing the changes. Failure to gain written approval prior to making changes may lead to termination of the Agreement for cause pursuant to Paragraph (21) herein below.
  - (9) The Grantee agrees to complete the project phase(s) (*i.e.*, Design and/or Construction) outlined herein within 24 months from the date of this Agreement. The Grantee shall obtain written approval from the Government's Grant Manager and Program Administrator for any time extensions beyond the schedule. Failure to obtain written approval prior to making changes may lead to termination of the Agreement for cause pursuant to Paragraph (21) herein below.
  - (10) This Agreement may not be modified except by written agreement of the Government and the Grantee.
  - (11) The Grantee understands that the Grant amount shown herein in Paragraph (1) is a not-to-exceed amount, and any additional funding needed to complete the project elements listed in Attachment A is the responsibility of the Grantee. If it becomes apparent to the Grantee or the Government that the Grantee will be unable to complete the project either in the manner or for the amount described in this Agreement, then the Grantee must immediately notify the Government's Grant Manager and Program Administrator by providing a complete and detailed written explanation of its inability to comply with the terms of the Agreement. The Grantee must further provide the Government's Grant Manager and Program Administrator with a complete and detailed written explanation of any proposed changes, and the reasons for those changes.
  - (12) The Grantee asserts that it is in full compliance with all applicable provisions of the Lexington-Fayette Urban County Government's Code of Ordinances Chapter 5 – Buildings and Building Regulations, Chapter 7 – Finance and Taxation, Chapter 12 – Housing, and Chapter 16 – Sewage, Garbage, Refuse, and Weeds, or in compliance with Kentucky Department

of Housing Buildings and Construction rules and requirements as is appropriate for those state institutions, parcels, or buildings which are subject to state regulations and oversight as opposed to local ordinances and regulations. If the Grantee becomes out of compliance with any of these provisions, it will notify the Government's Grant Manager and Program Administrator immediately. Failure to notify the Government and resolve any such matters to the satisfaction of the Government may lead to termination of the Agreement for cause pursuant to Paragraph (21) herein below.

- (13) The Grantee agrees to allow the Government access to its property to perform monitoring of the project elements for compliance with this Agreement, as provided in the "*Agreement to Maintain Stormwater Control Facilities Funded by an LFUCG Class B Infrastructure Stormwater Quality Projects Incentive Grant*" (Attachment B).
- (14) In any advertisement of the project funded by the Grant, whether written or oral communications, the Grantee agrees to identify the Lexington-Fayette Urban County Government as the source of the above referenced funds; the Grantee shall not specifically identify any individual or elected official as being responsible for the funds donated by the Government.
- (15) The Grantee agrees to allow the Government to publicize the Grantee's project through the Government's website and other media.
- (16) The Grantee agrees to reference the Lexington-Fayette Urban County Government's Water Quality Management Fee and the Stormwater Quality Projects Incentive Grant Program as a source of funding for the project on any permanent signage or educational brochures, presentations, websites, etc. produced using grant monies.
- (17) The Grantee agrees that the Government is authorized to erect and maintain permanent signage at the location of any permanent capital infrastructure, referencing the Water Quality Management Fee and the Stormwater Quality Projects Incentive Grant Program as a source of funding for such permanent capital infrastructure. In the event that permanent signage is installed by the Government, such signage shall not be removed except upon written approval by the Government. Provided, however, that nothing herein shall require the installation of signage by the Government nor prohibit the Government from removing any signage so installed.
- (18) The Grantee and Property Owner agree that all stormwater control facilities, including equipment and infrastructure, constructed and funded by a Construction Grant through the Stormwater Quality Projects Incentive Grant Program shall remain in service and maintained by the Grantee or its representatives following the Inspection, Operation, and Maintenance Plan developed for each facility referenced in (6b) above. The Property Owner further accepts and agrees to enter into the "*Agreement to Maintain Stormwater Control Facilities Funded by an LFUCG Class B Infrastructure Stormwater Quality Projects Incentive Grant*" attached hereto as Attachment B and which is incorporated herein by reference as if fully set out herein.
- (19) The Grantee and Property Owner agree that all stormwater control facilities, including equipment and infrastructure, constructed and funded by this Grant shall remain the property of the current Property Owner, or his successors and assigns, unless otherwise specified in Attachments A and B.
- (20) The Grantee and Property Owner understand that if any of the Grant-funded facilities not owned by the Government are removed from service, the property owner of record at the time of removal shall be liable to reimburse the Government for 100% of the Remaining Value of the facility or portion removed, based upon the depreciation schedule provided in Attachment B.
- (21) If, through any cause, the Grantee or Property Owner shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if the Grantee or Property Owner shall violate any of the covenants, agreements, or stipulations of this Agreement, the Government shall provide the Grantee or Property Owner thirty (30) calendar days to address the deficiency or violation. If the Grantee or Property Owner does not, after the

thirty (30) days, come into compliance with this Agreement, the Government shall thereupon have the right to terminate this Agreement by giving written notice to the Grantee of such termination and specifying the effective date thereof, at least five (5) calendar days before the effective date of such termination. In that event, all finished or unfinished documents, receipts, and reports prepared by the Grantee shall, at the option of the Government, become its property and the Grantee shall immediately repay to the Government all monies received pursuant to this Agreement less any amount representing just and equitable compensation for the Government's share of any satisfactory work completed pursuant to the Agreement; provided, however, that for any project involving the construction of capital infrastructure, other than feasibility only projects, the Government's share of any satisfactory work completed shall not include feasibility or design costs.

- (22) The Grantee shall provide equal opportunity in employment as required by applicable federal, state, and local laws, regulations, and ordinances.
- (23) The Grantee is solely responsible for assuring that adequate and appropriate insurance or other necessary coverage is maintained during the term of this Agreement.
- (24) The Grantee's sole remedy for a breach of this Agreement by the Government shall be limited to the amount of the Grant.
- (25) The Government assumes no responsibility whatsoever in the Grantee's project activities. Grantee and Property Owner shall, to the extent allowed by law, defend, indemnify, and hold harmless Government from and against all liability, claims, losses, actions, costs, expenses, obligations, fines, and assessments of whatever kind, including defense costs and 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, in whole or in part, from or by Grantee's or Property Owner's or its contractor(s), agents, or assigns, negligent acts or misconduct, or errors or omissions, in connection with the activities carried out pursuant to this Agreement, the Grant award, or the Stormwater Quality Projects Incentive Grant Program.

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

**LEXINGTON-FAYETTE URBAN COUNTY  
GOVERNMENT**

BY: 

LINDA GORTON, MAYOR

ATTEST:



CLERK, URBAN COUNTY COUNCIL

GRANTEE ORGANIZATION & PROPERTY OWNER: WINDSWEPT VENTURES, LLC  
229 SHADY LANE  
LEXINGTON, KENTUCKY 40503

BY: [Signature]  
NAME: JAMES W. MCFARLANE  
TITLE: OWNER

The foregoing Agreement was subscribed, sworn to and acknowledged before me by James W. McFarlane, as the duly authorized representative for and on behalf of Windswept Ventures LLC, on this the 18 day of Dec., 2024.

My commission expires: Nov. 16, 2025.  
[Signature]  
NOTARY PUBLIC

DEVAN GRAHAM COLLINS  
Notary Public - State at Large  
Kentucky  
My Commission Expires Nov. 16, 2025  
Notary ID KYNP40400

**ATTACHMENT A**  
**to the GRANT AWARD AGREEMENT**  
**between Lexington-Fayette Urban County Government (LFUCG) and**  
**Windswept Ventures, LLC**

**GRANT PROGRAM**

**2025 Stormwater Quality Projects Incentive Grant Program**  
**Class B Infrastructure Projects**

- Funded through the LFUCG Water Quality Management Fee
- Administered by the LFUCG Division of Water Quality in the Department of Environmental Quality & Public Works

**PROJECT TEAM AND CONTACT INFORMATION**

**Grantee Organization:** Windswept Ventures, LLC  
 729 Bellaire Ave.  
 Lexington, KY 40508  
 KY Organization #0328434 

**Primary Project Contact:** James W. McFarlane  
 859-229-0510 (phone)  
 jwm@unitedlandscape.net (email)

**Secondary Project Contact:** Sue Ellen McFarlane  
 859-229-4872 (phone)  
 sem@unitedlandscape.net (email)

**Project Manager:** Denise O'Meara  
 Earthcycle Design, LLC  
 859-229-3125 (phone)  
 domeara@ecdsite.com (email)

**Project Site Location(s) & Property Owner(s):** Windswept Ventures, LLC  
 729 Bellaire Avenue  
 Lexington, KY 40508  
 PVA #10434300

**Design Professional Firm:** Earthcycle Design, LLC  
 3168 Arrowhead Drive  
 Lexington, KY 40503  
 859-229-3125 (phone)  
 Scott Southall, ASLA, AICP, LEED AP BD+C  
 (Landscape Architect of Record)  
 bsouthall@ecdsite.com (email)

**PROJECT PLAN ELEMENTS**

All improvements shall be located on the property at 729 Bellaire Avenue, Lexington, Kentucky 40508, PVA #10434300 owned by Windswept Ventures, LLC. No other property or right-of-way shall be disturbed without the written permission from the property owners.

**Project Elements**

The FY25 Stormwater Grant implements items identified as Phase 2, Area C "Back Yard" of the FY21 Feasibility Study (see Figure 2 – BMP Area Diagram Prioritized Area A-E). Phase 1 (FY23 United Landscape Phase 1 Stormwater Improvements Project) encompassed the "Front Yard" areas indicated by Areas A & B, currently scheduled for construction starting late summer 2024.

1. **BMP Design and Construction Activities –**
  - a. Removal of impervious area (approximately 2,938 SF).
  - b. Installation of a bio-infiltration swale.
  - c. Installation of rainwater harvesting tanks
  - d. Redirect existing downspouts to rainwater harvesting tanks.



- e. Retrofit gravel parking area with permeable parking pavers (approximately 3,230 SF).
  - f. Plant canopy trees (approximately 3,600 SF).
  - g. Install doorway awning structure with demonstrated vegetated roof (approximately 385 SF).
  - h. Install a french drain along the "Side Yard" to drain into the pervious paver stone base.
2. **Stormwater Educational** – Install interpretive signage along the Legacy Trail to provide an excellent opportunity for the public on sustainable stormwater methods.

### **STORMWATER CONTROL FACILITIES DESIGN**

**No grant-funded activities shall occur until the LFUCG Grant Manager gives Notice to Proceed, in writing, for the start of the design phase of the project.**

Design tasks will include meetings, survey, engineering design, permit submittals to the applicable local, state, and federal agencies, bidding, and construction.

Design shall also account for the following stipulations:

1. Submittals for stream permits (401 / 404) shall be completed as early as possible in the design process to inform the Design Engineer of alternatives that can be permitted without triggering state or federal mitigation requirements (if required).
2. The Design Engineer shall meet with the LFUCG Grant Manager for at least three meetings during the design phase:
  - i) Prior to the start of design
  - ii) At the completion of approximately 50% design
  - iii) At the 95% completion of the design documents

The Design Engineer shall provide a copy of the preliminary plans, calculations, and specifications (if available) representing 50% and 95% completion. These submittals shall be used to assist LFUCG staff in understanding the project components and allow for feedback to ensure the Government's funds shall be utilized for sustainable and effective infrastructure.

3. All existing utilities shall be located and shown on the design plans.
4. All existing easements, adjacent property lines, and rights-of-way shall be shown on the design plans. If any work is proposed to occur within any easement (*i.e.*, utility, etc.), whether public or private, the Organization shall obtain all necessary encroachment agreements from the authorized agencies prior to the start of construction.
5. Any work proposed within or on public right-of-way, easement, or LFUCG-owned property will require one or more permits or approvals. This includes installation permits for connection into any existing curb inlet or stormwater manhole located within public right-of-way. Please contact the appropriate staff:

Parks and Recreation, Chris Cooperrider – [ccooperrider@lexingtonky.gov](mailto:ccooperrider@lexingtonky.gov)  
 Environmental Services (greenways), Demetria Mehlhorn – [dkimball@lexingtonky.gov](mailto:dkimball@lexingtonky.gov)  
 Environmental Services (street trees), Heather Wilson – [hwilson@lexingtonky.gov](mailto:hwilson@lexingtonky.gov)  
 Engineering (right-of-way), John Cassel – [jcassel@lexingtonky.gov](mailto:jcassel@lexingtonky.gov)  
 Engineering (new development), Hillard Newman – [hnewman@lexingtonky.gov](mailto:hnewman@lexingtonky.gov)  
 Sanitary Sewers, Chris Dent – [cdent@lexingtonky.gov](mailto:cdent@lexingtonky.gov)  
 Stormwater, Mark Sanders – [msanders@lexingtonky.gov](mailto:msanders@lexingtonky.gov)

6. All federal, state, and local permits, approvals, and agreements required for construction of the proposed improvements shall be obtained prior to the start of construction. If the timing of construction is such that a permit may expire before construction can be completed, then the Organization shall coordinate with the LFUCG Grant Manager and permitting agencies on appropriate timing for permit submittals. The Organization is fully responsible to determine which approvals, permits, and encroachments are required for the project.

7. Erosion and sediment control and traffic control measures shall be designed to meet all standards and follow guidelines in the LFUCG Engineering Manuals, and shall be shown on the design plans with appropriate notes.

### **STORMWATER CONTROL FACILITIES CONSTRUCTION**

**No construction shall occur until written approval from all affected property owners is provided to the LFUCG Grant Manager.**

Facilities shall be constructed per the design plans and specifications. Construction of the proposed facilities shall also meet the following stipulations:

1. Construction shall not begin until all permits, approvals, agreements, etc. are obtained and copies provided to the LFUCG Grant Manager.
2. All existing utilities shall be contacted, located, and coordinated with prior to any work being performed.
3. The Erosion and Sediment Control Plan shall be provided to LFUCG for review and comment. The LFUCG Land Disturbance Permit shall be obtained by the contractor after placement of the ESC and traffic control measures.
4. Failure to place acceptable erosion and sediment control measures into service prior to start of construction will result in shut-down of the job site until the measures are put in place. Construction practices shall be put in place to prevent the illicit discharge of sediment, dirt, sand, fluids, trash, and any other pollutant into the Municipal Separate Storm Sewer System or Waters of the Commonwealth.
5. The Organization shall host a pre-construction meeting with all parties. The LFUCG Grant Manager shall be invited to this meeting and given three (3) business days' notice.
6. The Organization is responsible to provide all construction oversight, administration, and daily inspection. LFUCG shall not provide these services.
7. The Organization shall document construction by taking before, during, and after photographs.
8. Once construction is complete, a final punch-list inspection shall be performed. The LFUCG Grant Manager shall be invited to this inspection and given five (5) business days notice. If punch-list items are identified, a second inspection shall be performed once those items are resolved, and the LFUCG Grant Manager shall be invited to this inspection and given three (3) business days notice.
9. The Organization agrees to enter into the *Agreement to Maintain Stormwater Control Facilities Funded by an LFUCG Class A Stormwater Quality Projects Incentive Grant* included as Attachment B of the Grant Award Agreement within twenty-one (21) calendar days of the final (post punch-list) inspection. This Agreement may be recorded by LFUCG at the Fayette County Clerk's office.

### **REPORTING REQUIREMENTS**

1. Prior to construction, the Organization shall provide the LFUCG Grant Manager three (3) hard copies and one (1) digital copy each of the following deliverables, each sealed by a professional licensed to perform such work in accordance with Kentucky Revised Statutes (KRS):
  - Set of all final design calculations
  - Set of final construction plans, including erosion and sediment control plans, grading plans, etc. (including one "half-size" set)
  - Set of final specifications and bidding documents (if applicable)
  - Final detailed engineer's construction cost estimate including quantities, and/or bid(s)
  - All local, state, or federal permits, approvals, public or private encroachment agreements, etc. received to date for the project



- Inspection, Operation, and Maintenance (IOM) Plan laying out the plan for regular inspection and maintenance of each proposed facility for design performance and safety in accordance with manufacturer's specifications and LFUCG's Stormwater Manual
  - Existing condition photographs
2. The Organization shall allow LFUCG twenty-one (21) calendar days to review the submittals and provide comments. If revised submittals are required, the Organization shall allow LFUCG ten (10) calendar days for review per submittal. LFUCG may choose to have a third-party engineering consultant assist LFUCG in review of these submittals.
  3. If the project is competitively bid, the selected contractor's unit price contract / bid list shall be provided to the LFUCG Grant Manager prior to the start of construction.
  4. If the project is not competitively bid, the selected contractor's unit price contract shall be provided to the LFUCG Grant Manager prior to the start of construction, along with a justification for any deviations from the engineer's construction cost estimate.
  5. **The construction phase shall begin only after the LFUCG Grant Manager gives Notice to Proceed, in writing, for the start of the construction phase of the project.**
  6. If, during construction, the contractor requests a deviation or addition to the quantities or costs in the construction contract, the LFUCG Grant Manager shall be notified within two (2) business days. Additions or modifications to the project that are not directly related to the intended and correct function of the stormwater control project elements as described in the Project Elements listed above and in the original incentive grant application are not eligible for Grant reimbursement. Therefore, the Organization is advised that it should coordinate closely with the LFUCG Grant Manager during construction to ensure the work being performed is in compliance with this Agreement. **Note that per the Grant Award Agreement all overruns that result in the project costs exceeding the Grant amount are the responsibility of the Organization.**
  7. After construction is completed, the Project Final Report shall include digital and hard copies of the following:
    - Summary of final construction costs and quantities
    - Copies of all federal, state, and local permits obtained for the project (if not previously provided) and any permit closure documents
    - Three (3) copies of a Record Drawing showing all field changes, and signed and sealed by the professional of record certifying the project as shown meets all original design intent
    - Copies of final inspection minutes, punch-lists, etc.
    - Photo documentation of site conditions and improvements before, during, and after construction
    - Signed *Agreement to Maintain Stormwater Control Facilities Funded by an LFUCG Class B Infrastructure Stormwater Quality Projects Incentive Grant* (Note: This form will be provided by LFUCG after construction is completed and final costs determined.)
    - Any materials generated, including those for educational purposes
  8. LFUCG shall make final payment of the 10% retainer after acceptance of the Project Final Report.
  9. All attachments to Requests for Funds & Project Status Reports shall reference the associated line Table 2 – Eligible Expenses.

### **PERMANENT FACILITIES / INFRASTRUCTURE**

**Ownership:** The proposed facilities are expected to reside on private property in Fayette County and be owned by the Property Owner.

**Future Inspection and Maintenance:** The Organization (and/or Property Owner) agrees to sign and abide by the terms of the *Maintenance Agreement for Stormwater Control Facilities Funded by an LFUCG Class B Infrastructure Stormwater Quality Projects Incentive Grant* included as Attachment B to the Grant Award Agreement. The property owner is solely responsible for future maintenance of the grant-funded improvements as long as the improvements are in service.

**Monitoring by LFUCG:** The Organization agrees to allow LFUCG staff future access to any property on which work is performed to monitor the installed features for compliance with this Agreement during the grant period. After the grant period has ended, the Organization (and/or Property Owner) agrees to allow LFUCG access for monitoring per the terms of the Maintenance Agreement. Water quality sampling via grab samples or other methods may be employed by LFUCG staff as part of its Kentucky Pollutant Discharge Elimination System (KPDES) MS4 Phase 1 Permit.

**EQUIPMENT**

Any equipment purchased with the Grant shall remain the property of the Organization.

**ADDITIONAL GRANT STIPULATIONS**

Note the following additional stipulations related to this project:

1. Applicant shall obtain written approval/agreement prior to work being done on properties not owned by the Applicant.
2. Applicant shall verify the need and ensure all permits are received (e.g., State, Local, and Federal) prior to any work.
3. In accordance with the LFUCG Stormwater Manual Chapter 10, permeable pavement and bio-infiltration swales shall be located at least 10 feet from existing and proposed buildings and sanitary sewer lines. If known sanitary sewer or basement infiltration problems exist, a greater distance shall be used.
4. An Inspection, Operations, and Maintenance (IOM) Plan shall be provided at the conclusion of the project.
5. The IOM Plan shall preclude the storage of certain materials on the permeable pavement.
6. Because of modifications to the parking areas, the applicant will need to work with the LFUCG Division of Planning to verify the regulatory requirements.
7. If an underdrain is not proposed, applicant to provide soil infiltration test results in accordance with LFUCG Stormwater Manual Chapter 10.3.3.
8. If underground detention is provided, the property owner will be required to conform to the LFUCG Code of Ordinances Chapter 16, Article X, Division 2.
9. Tree plantings shall be coordinated with existing utilities prior to plantings, and if possible, trees shall not be planted within 10' of an existing utility.
10. Applicant to notify the Royal Springs Aquifer/Wellhead Protection Committee prior to work being done on the property.
11. Both electronic and hard copies of all materials intended for the workshop are to be provided to LFUCG, for its use, as part of the grant deliverables.
12. Permanent signage designs to be approved by the Grant Manager or Administrator prior to production.

**GRANT PERIOD & PROJECT SCHEDULE**

The grant period starts on the date of execution by the Mayor and extends for the time period as listed in the Grant Award Agreement. Any time extensions must be approved in writing by the LFUCG Grant Manager. The project schedule shown in Table 1 is preliminary. Proposed changes to the project which alter this schedule significantly shall be discussed with the LFUCG Grant Manager prior to implementation.

**TABLE 1 – PRELIMINARY PROJECT SCHEDULE**

Activity	Anticipated Date(s)
Notice to Proceed	March – April 2025
Site Survey	May 2025 – July 2025
Construction Document preparation	June 2025 - September 2025
Bidding / Contract Negotiation & Award	September 2025 – October 2025
Construction	October 2025 – March 2026
Project Closeout / Final Report to LFUCG	March 2026 – June 2026

**PROJECT BUDGET – GRANT ELIGIBLE EXPENSES**

The project budget is broken into the following components based upon the Organization’s grant application:

- |   |                      |
|---|----------------------|
| 1. <u>Design Phase:</u>                       | <b>\$ 80,260.00</b>  |
| 2. <u>Construction Phase and other items:</u> | <b>\$ 301,302.50</b> |

<b>TOTAL PROJECT COSTS: \$ 381,562.50</b>
---

The total project cost estimate and breakdown of grant to cost share is as follows:

Total Grant Share	\$ 305,250.00 (not-to-exceed)
Estimated Cost Share	<u>\$ 76,312.50</u>
<b>Est. Total Project Cost</b>	<b>\$ 381,562.50</b>

Table 2 lists the eligible expenses for this project. Only properly invoiced items shall be reimbursed with grant monies or counted toward the Organization’s cost share.

Any work performed on this project prior to grant award by the Urban County Council and Notice to Proceed from the LFUCG Grant Administrator is NOT an eligible expense and shall not be reimbursed or counted toward the cost share.

Construction cost items given in Table 2 are conceptual and the construction estimate will be revised and submitted to the LFUCG Grant Manager for review prior to construction and again once bids are received. **The Grant is a not-to-exceed amount, and any cost overruns are the responsibility of the Grantee.** Note that the Grant shall not be used to fund any project element that is required by local, state, or federal regulation in relation to any new development or redevelopment associated with the stormwater quality improvement project as described herein. Donated professional service hours shall be valued at the Median Hourly Wage for the service provided as published by the U.S. Department of Labor, Bureau of Labor Statistics, State Occupational Employment and Wage Estimates for Kentucky (current website: [http://www.bls.gov/oes/current/oes\\_ky.htm](http://www.bls.gov/oes/current/oes_ky.htm)).

TABLE 2 – ELIGIBLE EXPENSES

	Type of Expense	Participants	Item	Unit Price	Quantity	Funded by Organization	Funded by Grant	Total Expense
<b>Design</b>								
1	Related Services	Consultant	Grant & Project Administration	13,560.00	LS	1.0	\$ 5,424.00	\$ 8,136.00
2	Related Services	Consultant	Site Survey	6,800.00	LS	1.0	-	\$ 6,800.00
3	Related Services	Consultant	Construction Documents	43,700.00	LS	1.0	\$ 43,700.00	\$ -
4	Related Services	Consultant	Bidding / Contract Negotiations & CA	3,500.00	LS	1.0	-	\$ 3,500.00
5	Related Services	Consultant	Construction Administration	12,700.00	LS	1.0	-	\$ 12,700.00
<b>Construction</b>								
6	Construction	Contractor	General Conditions	22,500.00	LS	1.0	\$ 22,500.00	\$ -
7	Construction	Contractor	Erosion & Sediment Control Measures	5,000.00	LS	1.0	-	\$ 5,000.00
8	Construction	Contractor	Construction Staking	5,500.00	LS	1.0	-	\$ 5,500.00
9	Construction (Demolition)	Contractor	Demolition - Excavation (2')	45.00	CY	250.0	-	\$ 11,250.00
10	Construction (Demolition)	Contractor	Demolition - Excavation (8')	45.00	CY	25.0	-	\$ 1,125.00
11	Construction (Demolition)	Contractor	Demolition - Concrete & Asphalt Pavement Removal	60.00	SY	225.0	-	\$ 13,500.00
12	Construction (Demolition)	Contractor	Demolition - Saw Cutting	12.00	LF	50.0	-	\$ 600.00
13	Construction (Materials)	Contractor	Vegetative Awning @ Service Bay (16'x24')	42.08	SF	385.0	-	\$ 16,200.00
14	Construction (Materials)	Contractor	Materials - 4" 5" Concrete (Sidewalk)	8.50	SF	310.0	-	\$ 2,635.00
15	Construction (Materials)	Contractor	Materials - DGA-2"	35.00	TN	50.0	-	\$ 1,750.00
16	Construction (Materials)	Contractor	Materials - Permeable Concrete Pavers	13.65	SF	3,250.0	-	\$ 44,362.50
17	Construction (Materials)	Contractor	Materials - #9 stone (1')	32.50	TN	25.0	-	\$ 812.50
18	Construction (Materials)	Contractor	Materials - #57 stone (6')	32.50	TN	90.0	-	\$ 2,925.00
19	Construction (Materials)	Contractor	Materials - #2 stone (12')	32.50	TN	120.0	-	\$ 3,900.00
20	Construction (Materials)	Contractor	Materials - Non-woven Geotextile - Type IV	12.50	SY	450.0	-	\$ 6,625.00
21	Construction (Materials)	Contractor	Materials - Formed Class A Concrete (ribbon curb)	28.00	LF	260.0	-	\$ 7,280.00
22	Construction (Materials)	Contractor	Materials - Standard Header Curb	32.50	LF	40.0	-	\$ 1,300.00
23	Construction (Materials)	Contractor	Materials - 6" N-12 HOPE Pipe	35.00	LF	200.0	-	\$ 7,000.00
24	Construction (Materials)	Contractor	Materials - 4" N-12 HOPE Pipe	25.00	LF	250.0	-	\$ 6,250.00
25	Construction (Materials)	Contractor	Subdrain Catch Basin	750.00	EA	1.0	-	\$ 750.00
26	Construction (Materials)	Contractor	Cleanout Assemblies	500.00	EA	5.0	-	\$ 2,500.00
27	Construction (Materials)	Contractor	French Drain	80.00	LF	150.0	-	\$ 12,000.00
28	Construction (Materials)	Contractor	Rainwater Harvesting System: Gutter & Downspouts	4,688.50	LS	1.0	\$ 4,688.50	\$ -
29	Construction (Materials)	Contractor	Rainwater Harvesting System: Water Tanks (2,500)	9,000.00	EA	3.0	-	\$ 27,000.00
30	Construction (Materials)	Contractor	Rainwater Harvesting System: Misc Components	2,500.00	LS	1.0	-	\$ 2,500.00
31	Construction (Materials)	Contractor	Rainwater Harvesting System: Bio-swale	65.00	EA	200.0	-	\$ 13,000.00
32	Construction (Materials)	Contractor	Landscaping: Topsoil 2'	38.50	CU	220.0	-	\$ 8,470.00
33	Construction (Materials)	Contractor	Landscaping: Trees	400.00	EA	7.0	-	\$ 2,800.00
34	Construction (Materials)	Contractor	Landscaping: Landscaping plants	2,500.00	LS	1.0	-	\$ 2,500.00
35	Construction (Materials)	Contractor	Landscaping: site restoration	2,500.00	LS	1.0	-	\$ 2,500.00
36	Construction (Materials)	Contractor	site educational signage	1,500.00	LS	1.0	-	\$ 1,500.00
<b>Other (Miscellaneous) Costs</b>								
37	Other (Miscellaneous) Costs	Project Manager	Mobilization & Demobilization (7.0%)	22,804.05	LS	1.0	-	\$ 22,804.05
38	Other (Miscellaneous) Costs	Project Manager	Contingency (1.0%)	38,774.95	LS	1.0	-	\$ 38,774.95
39			<b>TOTAL PROJECT BUDGET:</b>					
40						\$ 76,312.50	\$ 305,250.00	\$ 381,562.50
41								
42								

\*COST SHARE % = 20.00% OK

ORGANIZATION SHARE 20.0%

GRANT SHARE 80.0%



FIGURE 1 – MAP OF PROJECT AREA (FROM GOOGLE)

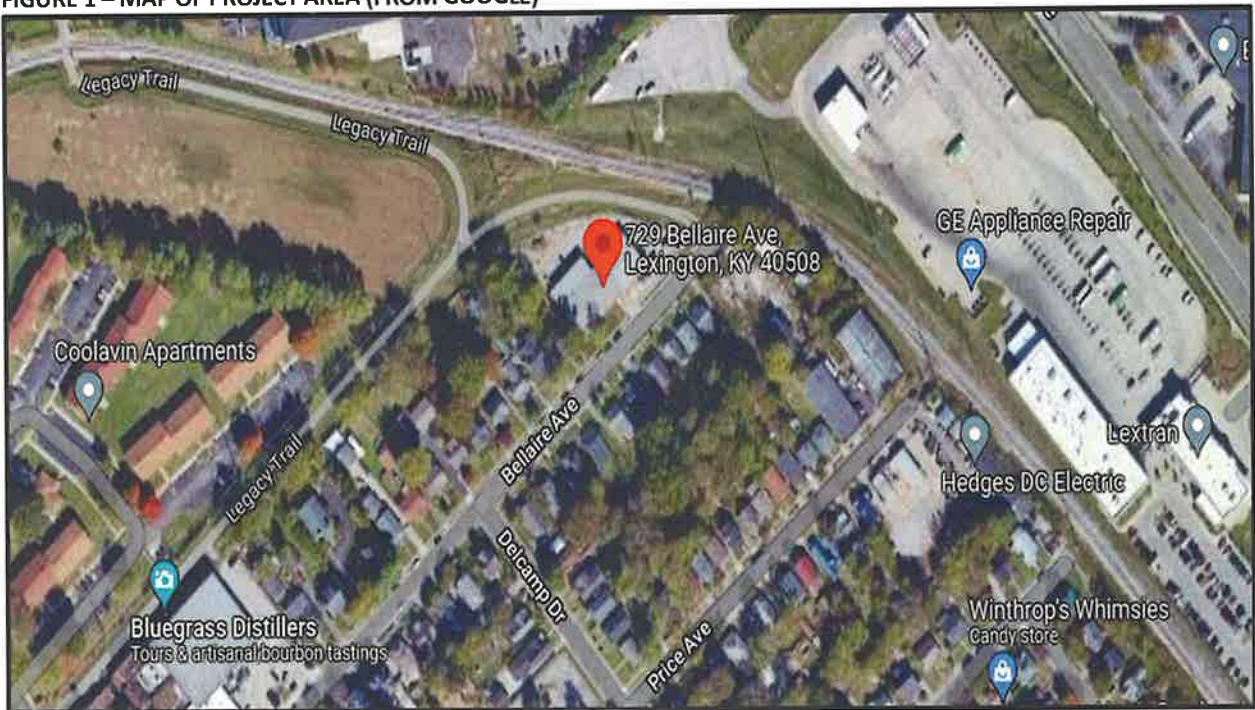
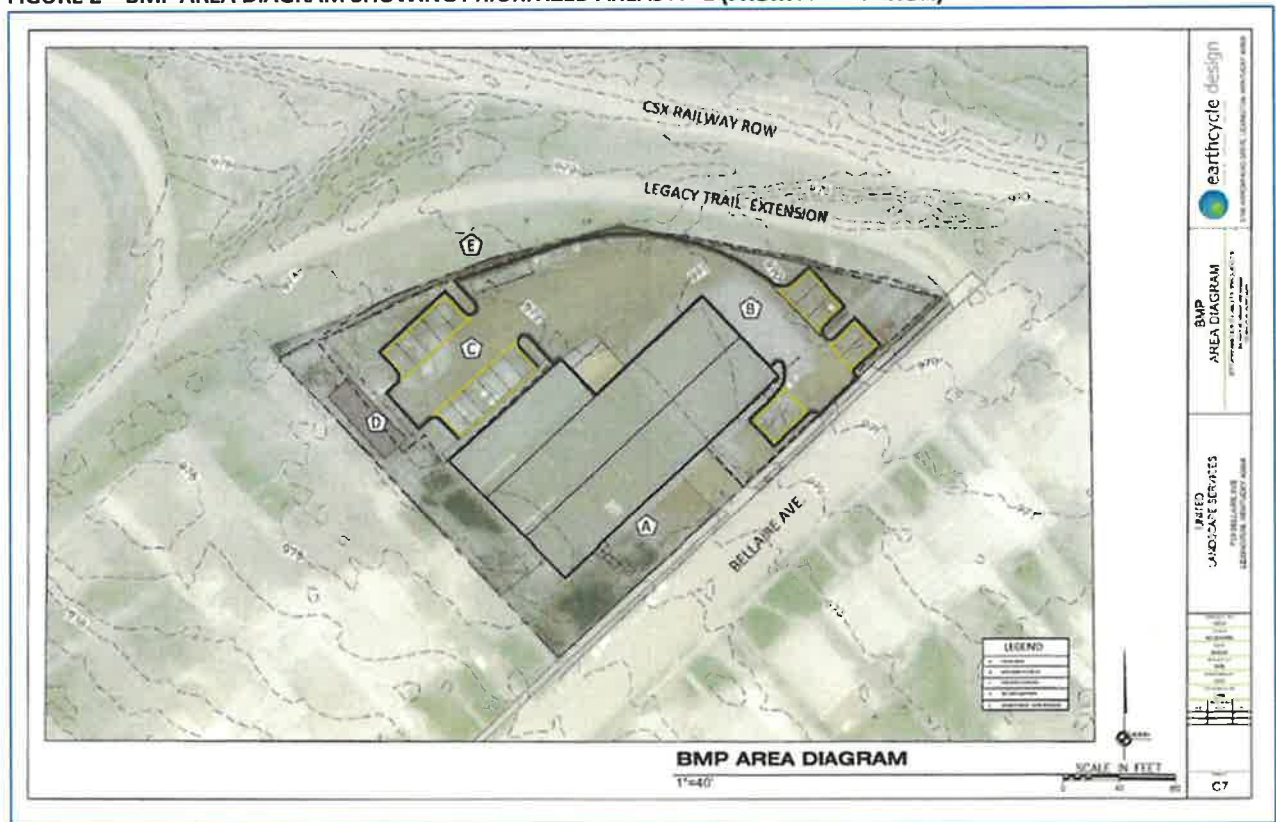
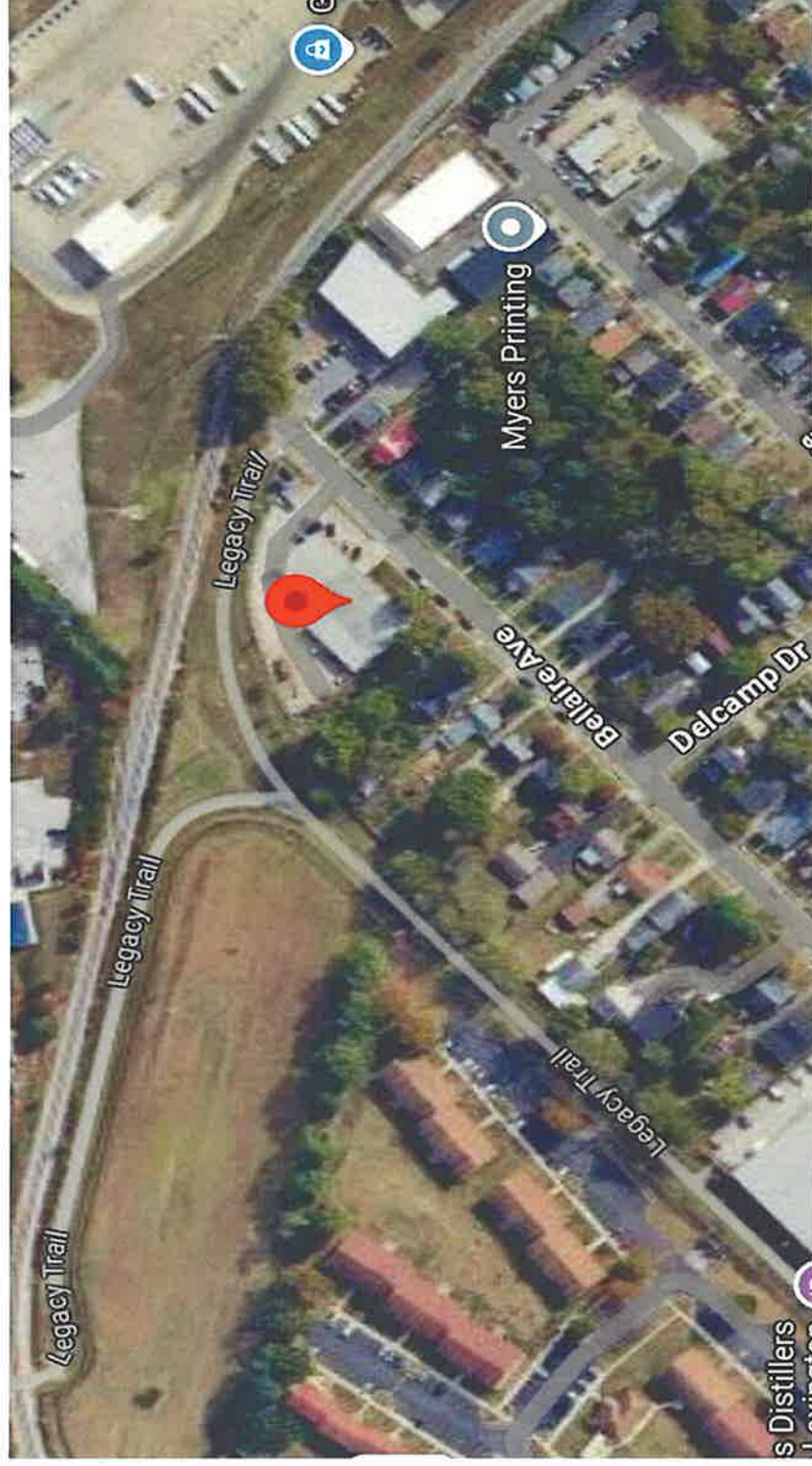


FIGURE 2 – BMP AREA DIAGRAM SHOWING PRIORITIZED AREAS A - E (FROM APPLICATION)



Stormwater Quality Projects Incentive Grant Program



United Landscape Services, Inc.





# Lexington-Fayette Urban County Government

## Master

200 E. Main St  
Lexington, KY 40507

**File Number: 0068-25**

**File ID:** 0068-25

**Type:** Resolution

**Status:** Approved

**Version:** 1

**Contract #:** 034-2025

**In Control:** Urban County  
Council

**File Created:** 01/14/2025

**File Name:** Incentive Grant Mediocre Creative LLC.

**Final Action:** 02/20/2025

**Title:** A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute an Agreement awarding a Class B (Infrastructure) Incentive Grant to Mediocre Creative, LLC, for a Stormwater Quality Project, at a cost not to exceed \$217,681.95. [Div. of Water Quality, Martin]

**Notes:** SAF in CCO 2 copies given back to Denise Bullock via pick up 2.26.25 AA

**Sponsors:**

**Enactment Date:** 02/20/2025

**Attachments:** Blue Sheet, FY 2025 Mediocre Creative LLC\_Class B Infra - Council map, FY24 Class BI Mediocre Creative, LLC GAA ATTACHMENT A\_Granttee Signed, FY25 Class BI Sample GAA ATTACHMENT B\_rev. as of 20250110, RESO 0068-25- Class B Infrastructure Grant (Mediocre Creative) 4908-4454-7350 v.1.docx, R-045-2025, Contract #034-2025

**Enactment Number:** R-045-2025

**Deed #:**

**Hearing Date:**

**Drafter:** Christina King

**Effective Date:**

### History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	01/28/2025	Approved and Referred to Docket	Urban County Council	02/06/2025		Pass
1	Urban County Council	02/06/2025	Received First Reading	Urban County Council	02/20/2025		
1	Urban County Council	02/20/2025	Approved				Pass

### Text of Legislative File 0068-25

#### Title

A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute an Agreement awarding a Class B (Infrastructure) Incentive Grant to Mediocre Creative, LLC, for a Stormwater Quality Project, at a cost not to exceed \$217,681.95. [Div. of Water Quality, Martin]

## Summary

Authorization for approval of an FY25 (Class B Infrastructure) Stormwater Quality Projects Incentive Grant for Mediocre Creative, LLC. In the amount of \$217,681.95. For a feasibility study to reduce impact of pollutant loading and flooding at 712 & 714 North Limestone.

Funds are Budgeted. (L0068-25)(Martin/Albright)

Budgetary Implications [select]: Yes

Advance Document Review:

**Law:** Yes Evan Thompson 01/13/25

**Risk Management:** No

Fully Budgeted [select]: Yes

Account Number: 4052-303204-3373-78112

This Fiscal Year Impact: \$217,681.95

Annual Impact: \$

Project: WQINCENTIVE\_25

Activity: WQ\_GRANT


Budget Reference:

Current Balance: \$1,673,910.00





TO: Mayor Linda Gorton  
Urban County Council

FROM :   
Charles H. Martin, P.E., Director  
Division of Water Quality

DATE: January 8, 2025

SUBJECT: Recommendation for an FY25 (Class B Infrastructure) Stormwater Quality Projects Incentive Grant for Mediocre Creative, LLC.

---

Request

The purpose of this memorandum is to request approval of an FY25 (Class B Infrastructure) Stormwater Quality Projects Incentive Grant for Mediocre Creative LLC in the amount of \$217,681.95.

Purpose of Request

Grant funds will be used to implement items identified in the FY24 Mediocre Creative, LLC, KY - Feasibility Study Grant to reduce the impact of pollutant loading and flooding at 712 & 714 North Limestone Streets. The project elements include Rainwater Harvesting Systems - Rehabilitate the existing rainwater harvesting cistern (or if impractical install a new cistern); install a new rooftop over the cistern and new downspouts to the cistern; install a pump system to toilets and irrigation; install a concrete sidewalk along True Alley to the southwest to reduce street stormwater from flooding the building at 712 North Limestone. The project also has a Stormwater Educational Outreach - Design and construct a stormwater educational art feature and permanent signage for each of the project elements.

Project Cost in FY25 and in Future Budget Years

The grant has been approved for FY 2025 funding by the Water Quality Fees Board in the amount of \$217,681.95.

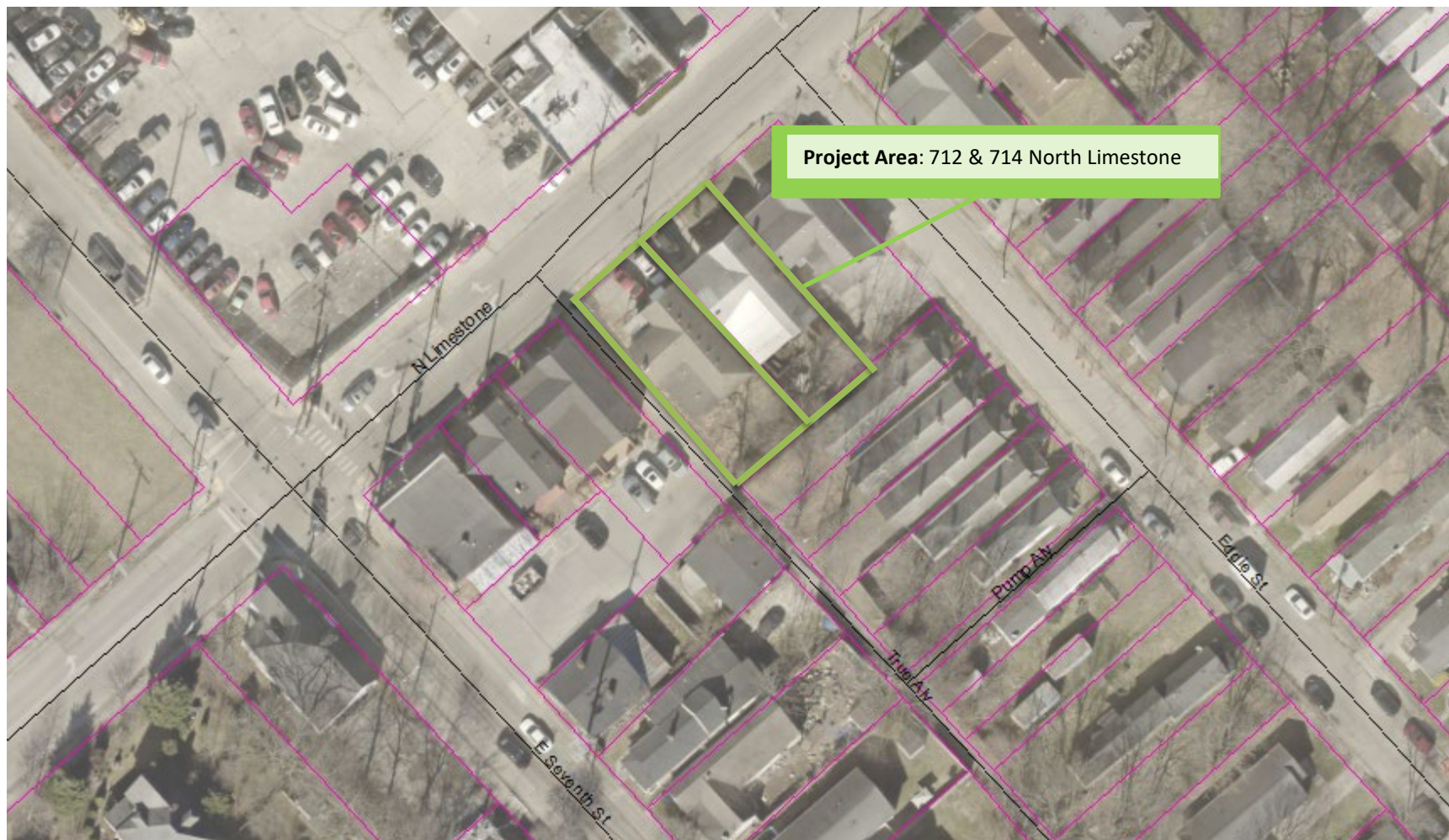
Are Funds Budgeted

Funds are budgeted in: 4052 – 303204 – 3373 – 78112 – WQINCENTIVE\_25 – WQ\_GRANT

Martin/Albright



## Stormwater Quality Projects Incentive Grant Program



## GRANT AWARD AGREEMENT

### *Fiscal Year 2025 Class B Infrastructure Incentive Grant Program*

**THIS AGREEMENT**, made and entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (LFUCG)**, an urban county government of the Commonwealth of Kentucky, pursuant to KRS Chapter 67A (hereinafter "Government"), on behalf of its Division of Water Quality, and **MEDIOCRE CREATIVE, LLC, 714 NORTH LIMESTONE, LEXINGTON, KENTUCKY 40508** (hereinafter "Grantee"), and **NEED NEW BODY, LLC, 904 M<sup>C</sup>CLAIN DRIVE, LEXINGTON, KENTUCKY 40505** (hereinafter "Property Owner").

### **WITNESSETH:**

**WHEREAS**, the Grantee is a documented fee-payer of the Government's Water Quality Management Fee; and

**WHEREAS**, the Grantee has proposed a need for the funds requested to develop and implement a proposed project by submitting a valid grant application; and

**WHEREAS**, the Grantee's grant application has been reviewed and selected for funding by the Water Quality Fees Board in accordance with Sections 16-408 and 16-410 of the Government's Code of Ordinances; and

**WHEREAS**, the Government has funds available through the Stormwater Quality Projects Incentive Grant Program to assist the qualified Grantee in the development and implementation of projects that meet the goals of the program; and

**WHEREAS**, the Grantee desires to implement a specific project that meets one or more Incentive Grant program goals to improve water quality, reduce stormwater runoff, and provide public or private education related to stormwater quality; and

**WHEREAS**, any such improvements funded by the Government shall benefit the public through installed improvements and/or educational programming;

**THAT FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS HEREIN EXPRESSED, GOVERNMENT AND GRANTEE AGREE AS FOLLOWS:**

- (1) The Government hereby grants the Grantee the sum of **\$217,681.95** (hereinafter "the Grant"), for use in implementing the project elements as listed in Attachment A which is incorporated herein by reference as if fully set out herein. The Grantee agrees to cost share the Grant with contributions, labor, and/or other services equal to or greater than 20% of the total project cost.
- (2) The Grantee agrees to use the Grant only for the activities set forth in Attachment A which includes installation of stormwater control infrastructure at the following site location(s): **712 AND 714 NORTH LIMESTONE, LEXINGTON, KENTUCKY 40508** currently owned by the Property Owner.
- (3) The Grantee agrees to meet all design standards specified in the Government's Engineering Manuals or as further described in Attachment A in the design of all Grant-funded improvements. This includes all associated activities including but not limited to erosion and sediment control, traffic control, utility relocations, seeding, etc. The Grantee further agrees to design the facilities in such a way as not to preclude the potential for future water quality / quantity monitoring by LFUCG.



- (4) The Grantee agrees to comply with all applicable local, state, and federal rules, regulations, ordinances, and laws in implementation of the project.
- (5) The Grantee agrees to obtain all necessary local, state, and federal permits, encroachments, permissions, approvals, etc. in a timely manner and prior to start of construction.
- (6) The Grantee agrees to perform periodic reporting as detailed in Paragraph (7) herein below, and produce a Project Final Report within thirty (30) calendar days of the completion of the project elements in digital and hard copy following a standardized format to be provided by the Government summarizing all work completed and detailing the total grant expenditures. Other deliverables include the following:
  - (a) At the end of the Feasibility Phase (if applicable), the following five deliverables, sealed by a professional licensed to perform such work in accordance with Kentucky Revised Statutes (KRS), shall be provided:
    - Feasibility report evaluating the use of the potential BMP(s) on the proposed site;
    - Conceptual design concept;
    - Detailed cost estimate for design;
    - Conceptual cost estimate for construction;
    - Letter certifying all BMPs proposed for design as viable and feasible for the specific site and application.
  - (b) At the end of the Design Phase or prior to the start of the Construction Phase, the following six deliverables, sealed by a professional licensed to perform such work in accordance with Kentucky Revised Statutes (KRS), shall be provided:
    - Set of all final design calculations;
    - Set of final construction plans, including traffic control, erosion and sediment control, grading plans, etc.;
    - Set of final specifications and bidding documents (if applicable);
    - Final detailed engineer's construction cost estimate including quantities;
    - All required permit submittals and approvals;
    - Inspection, Operation, and Maintenance Plan laying out the plan for regular inspection and maintenance of each proposed facility for design performance and safety in accordance with manufacturer's specifications and the Government's Stormwater Manual.
  - (c) At the end of the Construction Phase, the following five deliverables shall be provided:
    - Summary of final construction costs and quantities;
    - Copies of all federal, state, and local permits obtained for the project;
    - Record Drawing showing all field changes, and signed and sealed by the professional of record certifying the project as shown meets all original design intent;
    - Photo documentation of site conditions and improvements before, during, and after construction;
    - Signed *Agreement to Maintain Stormwater Control Facilities Funded by an LFUCG Class B Infrastructure Stormwater Quality Projects Incentive Grant*.
- (7) The Grant to the Grantee shall be disbursed in the following manner:
  - (a) The Grantee shall submit at least once every three (3) months, if not specified otherwise in Attachment A, a Request for Funds to the Government's Grant Manager designated by the Director of the Division of Water Quality for the project. Each Request for Funds shall include documentation that the Grantee has already expended the requested funds or shall be in a position to expend properly the requested funds within thirty (30) days of receipt of the funds. The Request for Funds shall include full accounting of these eligible grant-related expenses, as listed in Attachment A. Copies of invoices, purchase orders, or receipts showing vendor, date, amount, and items purchased or ordered shall be provided with the Request for Funds. For project specific personnel costs and stipends, documentation of all billed hours shall include copies of employee timesheets, hourly payroll rate, and description of work performed for hours billed. Each Request for Funds shall include a minimum of 10% cost share.

- (b) Each Request for Funds shall be accompanied by a Project Status Report describing the progress of the project to date, including a description and schedule of all activities completed, and hardcopy or electronic copies of materials (*e.g.*, calculations, preliminary plans, etc.) completed to date. For educational events (if applicable), copies of the class rosters or sign-in sheets documenting the number of attendees shall be provided.
  - (c) The Government's Grant Manager shall review each Request for Funds and supporting documents for compliance with the terms of this Agreement and the guidelines of the Stormwater Quality Projects Incentive Grant Program. If the Grant Manager finds the Grantee's Request for Funds is in compliance with the terms of this Agreement and the guidelines of the Stormwater Quality Projects Incentive Grant Program and that the activity progress and management program of the Grantee satisfy the terms of the grant award, he or she shall approve the Request for Funds within 15 calendar days of receipt and then forward it to the Division of Accounting for payment.
  - (d) The Government shall release payment of the final 10% of the Grant only after receipt and acceptance of the Project Final Report. The Government's Grant Manager shall review the Project Final Report and provide comments to the Grantee or, if acceptable, forward approval within 15 calendar days of receipt to the Division of Accounting for payment.
  - (e) Should the Government's Incentive Grant Program Administrator determine that the Grantee is not in compliance with the terms of this Agreement and/or the Stormwater Quality Projects Incentive Grant Program, including deficiencies in progress and management of the project, the Division of Water Quality shall notify the Grantee, the Mayor's Office, and the appropriate district Council person, and shall meet with the Grantee on matters that prevent approval of the Request for Funds. Failure to resolve any such matters to the satisfaction of the Government may lead to termination of the Agreement for cause pursuant to Paragraph (21) herein below.
- (8) The Grantee agrees to obtain written approval from the Government's Grant Manager or Program Administrator for any proposed changes to the Project Team or Project Plan as listed in Attachment A prior to implementing the changes. Failure to gain written approval prior to making changes may lead to termination of the Agreement for cause pursuant to Paragraph (21) herein below.
  - (9) The Grantee agrees to complete the project phase(s) (*i.e.*, Design and/or Construction) outlined herein within 24 months from the date of this Agreement. The Grantee shall obtain written approval from the Government's Grant Manager and Program Administrator for any time extensions beyond the schedule. Failure to obtain written approval prior to making changes may lead to termination of the Agreement for cause pursuant to Paragraph (21) herein below.
  - (10) This Agreement may not be modified except by written agreement of the Government and the Grantee.
  - (11) The Grantee understands that the Grant amount shown herein in Paragraph (1) is a not-to-exceed amount, and any additional funding needed to complete the project elements listed in Attachment A is the responsibility of the Grantee. If it becomes apparent to the Grantee or the Government that the Grantee will be unable to complete the project either in the manner or for the amount described in this Agreement, then the Grantee must immediately notify the Government's Grant Manager and Program Administrator by providing a complete and detailed written explanation of its inability to comply with the terms of the Agreement. The Grantee must further provide the Government's Grant Manager and Program Administrator with a complete and detailed written explanation of any proposed changes, and the reasons for those changes.
  - (12) The Grantee asserts that it is in full compliance with all applicable provisions of the Lexington-Fayette Urban County Government's Code of Ordinances Chapter 5 – Buildings and Building Regulations, Chapter 7 – Finance and Taxation, Chapter 12 – Housing, and Chapter 16 – Sewage, Garbage, Refuse, and Weeds, or in compliance with Kentucky Department

of Housing Buildings and Construction rules and requirements as is appropriate for those state institutions, parcels, or buildings which are subject to state regulations and oversight as opposed to local ordinances and regulations. If the Grantee becomes out of compliance with any of these provisions, it will notify the Government's Grant Manager and Program Administrator immediately. Failure to notify the Government and resolve any such matters to the satisfaction of the Government may lead to termination of the Agreement for cause pursuant to Paragraph (21) herein below.

- (13) The Grantee agrees to allow the Government access to its property to perform monitoring of the project elements for compliance with this Agreement, as provided in the *"Agreement to Maintain Stormwater Control Facilities Funded by an LFUCG Class B Infrastructure Stormwater Quality Projects Incentive Grant"* (Attachment B).
- (14) In any advertisement of the project funded by the Grant, whether written or oral communications, the Grantee agrees to identify the Lexington-Fayette Urban County Government as the source of the above referenced funds; the Grantee shall not specifically identify any individual or elected official as being responsible for the funds donated by the Government.
- (15) The Grantee agrees to allow the Government to publicize the Grantee's project through the Government's website and other media.
- (16) The Grantee agrees to reference the Lexington-Fayette Urban County Government's Water Quality Management Fee and the Stormwater Quality Projects Incentive Grant Program as a source of funding for the project on any permanent signage or educational brochures, presentations, websites, etc. produced using grant monies.
- (17) The Grantee agrees that the Government is authorized to erect and maintain permanent signage at the location of any permanent capital infrastructure, referencing the Water Quality Management Fee and the Stormwater Quality Projects Incentive Grant Program as a source of funding for such permanent capital infrastructure. In the event that permanent signage is installed by the Government, such signage shall not be removed except upon written approval by the Government. Provided, however, that nothing herein shall require the installation of signage by the Government nor prohibit the Government from removing any signage so installed.
- (18) The Grantee and Property Owner agree that all stormwater control facilities, including equipment and infrastructure, constructed and funded by a Construction Grant through the Stormwater Quality Projects Incentive Grant Program shall remain in service and maintained by the Grantee or its representatives following the Inspection, Operation, and Maintenance Plan developed for each facility referenced in (6b) above. The Property Owner further accepts and agrees to enter into the *"Agreement to Maintain Stormwater Control Facilities Funded by an LFUCG Class B Infrastructure Stormwater Quality Projects Incentive Grant"* attached hereto as Attachment B and which is incorporated herein by reference as if fully set out herein.
- (19) The Grantee and Property Owner agree that all stormwater control facilities, including equipment and infrastructure, constructed and funded by this Grant shall remain the property of the current Property Owner, or his successors and assigns, unless otherwise specified in Attachments A and B.
- (20) The Grantee and Property Owner understand that if any of the Grant-funded facilities not owned by the Government are removed from service, the property owner of record at the time of removal shall be liable to reimburse the Government for 100% of the Remaining Value of the facility or portion removed, based upon the depreciation schedule provided in Attachment B.
- (21) If, through any cause, the Grantee or Property Owner shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if the Grantee or Property Owner shall violate any of the covenants, agreements, or stipulations of this Agreement, the Government shall provide the Grantee or Property Owner thirty (30) calendar days to address the deficiency or violation. If the Grantee or Property Owner does not, after the

thirty (30) days, come into compliance with this Agreement, the Government shall thereupon have the right to terminate this Agreement by giving written notice to the Grantee of such termination and specifying the effective date thereof, at least five (5) calendar days before the effective date of such termination. In that event, all finished or unfinished documents, receipts, and reports prepared by the Grantee shall, at the option of the Government, become its property and the Grantee shall immediately repay to the Government all monies received pursuant to this Agreement less any amount representing just and equitable compensation for the Government's share of any satisfactory work completed pursuant to the Agreement; provided, however, that for any project involving the construction of capital infrastructure, other than feasibility only projects, the Government's share of any satisfactory work completed shall not include feasibility or design costs.

- (22) The Grantee shall provide equal opportunity in employment as required by applicable federal, state, and local laws, regulations, and ordinances.
- (23) The Grantee is solely responsible for assuring that adequate and appropriate insurance or other necessary coverage is maintained during the term of this Agreement.
- (24) The Grantee's sole remedy for a breach of this Agreement by the Government shall be limited to the amount of the Grant.
- (25) The Government assumes no responsibility whatsoever in the Grantee's project activities. Grantee and Property Owner shall, to the extent allowed by law, defend, indemnify, and hold harmless Government from and against all liability, claims, losses, actions, costs, expenses, obligations, fines, and assessments of whatever kind, including defense costs and 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, in whole or in part, from or by Grantee's or Property Owner's or its contractor(s), agents, or assigns, negligent acts or misconduct, or errors or omissions, in connection with the activities carried out pursuant to this Agreement, the Grant award, or the Stormwater Quality Projects Incentive Grant Program.

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

**LEXINGTON-FAYETTE URBAN COUNTY  
GOVERNMENT**

BY: \_\_\_\_\_  
LINDA GORTON, MAYOR

ATTEST:

\_\_\_\_\_  
CLERK, URBAN COUNTY COUNCIL

**GRANTEE ORGANIZATION:**

**MEDIOCRE CREATIVE, LLC**  
**714 NORTH LIMESTONE**  
**LEXINGTON, KENTUCKY 40508**

BY: [Signature]

NAME: SHAWN SAYLOR

TITLE: OWNER

The foregoing Agreement was subscribed, sworn to and acknowledged before me by SHAWN SAYLOR, as the duly authorized representative for and on behalf of MEDIOCRE CREATIVE, LLC, on this the 10<sup>th</sup> day of DECEMBER, 2024

My commission expires: 10/28/26

KAYLA BOYD  
NOTARY PUBLIC  
COMMONWEALTH OF KENTUCKY  
COMM. # KYNP61253  
MY COMMISSION EXPIRES OCTOBER 28, 2026

[Signature]  
NOTARY PUBLIC

**PROPERTY OWNER:**

**NEED NEW BODY, LLC**  
**904 M<sup>C</sup>CLAIN DRIVE**  
**LEXINGTON, KENTUCKY 40505**

BY: [Signature]

NAME: SHAWN SAYLOR

TITLE: OWNER

The foregoing Agreement was subscribed, sworn to and acknowledged before me by SHAWN SAYLOR, as the duly authorized representative for and on behalf of NEED NEW BODY LLC, on this the 10<sup>th</sup> day of DECEMBER, 2024

My commission expires: 10/28/26

[Signature]  
NOTARY PUBLIC

KAYLA BOYD  
NOTARY PUBLIC  
COMMONWEALTH OF KENTUCKY  
COMM. # KYNP61253  
MY COMMISSION EXPIRES OCTOBER 28, 2026



**ATTACHMENT A**  
**to the GRANT AWARD AGREEMENT**  
**between Lexington-Fayette Urban County Government (LFUCG) and**  
**Mediocre Creative, LLC**

- GRANT PROGRAM**

**2025 Stormwater Quality Projects Incentive Grant Program**  
**Class B Infrastructure Projects**
  - Funded through the LFUCG Water Quality Management Fee
  - Administered by the LFUCG Division of Water Quality in the Department of Environmental Quality & Public Works
  - Design and/or Construction

**PROJECT TEAM AND CONTACT INFORMATION**

- Grantee Organization:**

Mediocre Creative, LLC  
714 North Limestone  
Lexington, KY 40508  
KY Organization #0930002


- Primary Project Contact:**

Sarah Brown  
859-227-2432 (phone)  
sarah@mediocrecreative.com (email)
- Secondary Project Contact:**

Eric Dawalt, P.E.  
859-806-1089 (phone)  
edawaltrw@gmail.com (email)
- Project Site Location(s)  
& Property Owner:**

Need New Body, LLC  
712 & 714 North Limestone  
Lexington, KY 40508  
PVA #'s:12699900 & 16862000
- Design Consultant(s):**

Stantec Consulting Services, Inc.  
3052 Beaumont Centre Circle  
Lexington, KY 40513  
502-600-3450 (phone)  
Sam Lee, P.E. (Engineer of Record)  
Samuel.Lee2@stantec.com (email)

**PROJECT PLAN ELEMENTS**

All improvements shall be located on the property at 712 North Limestone and 714 North Limestone, Lexington, Kentucky 40508, owned by Need New Body, LLC. No other property or right-of-way shall be disturbed without the written permission from the property owners.

**Project Elements**

This grant will implement items identified in the FY24 Mediocre Creative, LLC, KY - Feasibility Study Grant to reduce the impact of pollutant loading and flooding at 712 & 714 North Limestone Streets.

- 1) **Rainwater Harvesting Systems** – Rehabilitate existing rainwater harvesting cistern (or if impractical install a new cistern). Install new rooftop over cistern and new downspouts to cistern. Install pump system to toilets and irrigation.
- 2) **Install a concrete sidewalk** along True Alley to the southwest to reduce street stormwater from flooding the building at 712 North Limestone.
- 3) **Stormwater Educational Outreach** – Design and construct a stormwater educational art feature and permanent signage for each of the project elements.

## **STORMWATER CONTROL FACILITIES DESIGN**

**No grant-funded activities shall occur until the LFUCG Grant Manager gives Notice to Proceed, in writing, for the start of the design phase of the project.**

Design tasks will include meetings, survey, engineering design, permit submittals to the applicable local, state, and federal agencies, bidding, and construction.

Design shall also account for the following stipulations:

- 1) Submittals for stream permits (401 / 404) shall be completed as early as possible in the design process to inform the Design Engineer of alternatives that can be permitted without triggering state or federal mitigation requirements (if required).
- 2) The Design Engineer shall meet with the LFUCG Grant Manager for at least three meetings during the design phase:
  - i) Prior to the start of design
  - ii) At the completion of approximately 50% design
  - iii) At the 95% completion of the design documents

The Design Engineer shall provide a copy of the preliminary plans, calculations, and specifications (if available) representing 50% and 95% completion. These submittals shall be used to assist LFUCG staff in understanding the project components and allow for feedback to ensure the Government's funds shall be utilized for sustainable and effective infrastructure.

- 3) All existing utilities shall be located and shown on the design plans.
- 4) All existing easements, adjacent property lines, and rights-of-way shall be shown on the design plans. If any work is proposed to occur within any easement (*i.e.*, utility, etc.), whether public or private, the Organization shall obtain all necessary encroachment agreements from the authorized agencies prior to the start of construction.
- 5) Any work proposed within or on public right-of-way, easement, or LFUCG-owned property will require one or more permits or approvals. This includes installation permits for connection into any existing curb inlet or stormwater manhole located within public right-of-way. Please contact the appropriate staff:

Parks and Recreation, Chris Cooperrider – [ccooperrider@lexingtonky.gov](mailto:ccooperrider@lexingtonky.gov)  
Environmental Services (greenways), Demetria Mehlhorn – [dkimball@lexingtonky.gov](mailto:dkimball@lexingtonky.gov)  
Environmental Services (street trees), Heather Wilson – [hwilson@lexingtonky.gov](mailto:hwilson@lexingtonky.gov)  
Engineering (right-of-way), John Cassel – [jcassel@lexingtonky.gov](mailto:jcassel@lexingtonky.gov)  
Engineering (new development), Hillard Newman – [hnewman@lexingtonky.gov](mailto:hnewman@lexingtonky.gov)  
Sanitary Sewers, Chris Dent – [cdent@lexingtonky.gov](mailto:cdent@lexingtonky.gov)  
Stormwater, Mark Sanders – [msanders@lexingtonky.gov](mailto:msanders@lexingtonky.gov)

- 6) All federal, state, and local permits, approvals, and agreements required for construction of the proposed improvements shall be obtained prior to the start of construction. If the timing of construction is such that a permit may expire before construction can be completed, then the Organization shall coordinate with the LFUCG Grant Manager and permitting agencies on appropriate timing for permit submittals. The Organization is fully responsible to determine which approvals, permits, and encroachments are required for the project.
- 7) Erosion and sediment control and traffic control measures shall be designed to meet all standards and follow guidelines in the LFUCG Engineering Manuals, and shall be shown on the design plans with appropriate notes.

## **STORMWATER CONTROL FACILITIES CONSTRUCTION**

Facilities shall be constructed per the design plans and specifications. Construction of the proposed facilities shall also meet the following stipulations:

**No construction shall occur until written approval from all affected property owners is provided to the LFUCG Grant Manager.**

- 1) Construction shall not begin until all permits, approvals, agreements, etc. are obtained and copies provided to the LFUCG Grant Manager.
- 2) All existing utilities shall be contacted, located, and coordinated with prior to any work being performed.
- 3) The Erosion and Sediment Control Plan shall be provided to LFUCG for review and comment. The LFUCG Land Disturbance Permit shall be obtained by the contractor after placement of the ESC and traffic control measures.
- 4) Failure to place acceptable erosion and sediment control measures into service prior to start of construction will result in shut-down of the job site until the measures are put in place. Construction practices shall be put in place to prevent the illicit discharge of sediment, dirt, sand, fluids, trash, and any other pollutant into the Municipal Separate Storm Sewer System or Waters of the Commonwealth.
- 5) The Organization shall host a pre-construction meeting with all parties. The LFUCG Grant Manager shall be invited to this meeting and given three (3) business days notice.
- 6) The Organization is responsible to provide all construction oversight, administration, and daily inspection. LFUCG shall not provide these services.
- 7) The Organization shall document construction by taking before, during, and after photographs.
- 8) Once construction is complete, a final punch-list inspection shall be performed. The LFUCG Grant Manager shall be invited to this inspection and given five (5) business days notice. If punch-list items are identified, a second inspection shall be performed once those items are resolved, and the LFUCG Grant Manager shall be invited to this inspection and given three (3) business days notice.
- 9) The Organization agrees to enter into the *Agreement to Maintain Stormwater Control Facilities Funded by an LFUCG Class A Stormwater Quality Projects Incentive Grant* included as Attachment B of the Grant Award Agreement within twenty-one (21) calendar days of the final (post punch-list) inspection. This Agreement may be recorded by LFUCG at the Fayette County Clerk's office.

## **REPORTING REQUIREMENTS**

- 1) Prior to construction, the Organization shall provide the LFUCG Grant Manager three (3) hard copies and one (1) digital copy each of the following deliverables, each sealed by a professional licensed to perform such work in accordance with Kentucky Revised Statutes (KRS):
  - Set of all final design calculations
  - Set of final construction plans, including erosion and sediment control plans, grading plans, etc. (including one "half-size" set)
  - Set of final specifications and bidding documents (if applicable)
  - Final detailed engineer's construction cost estimate including quantities, and/or bid(s)
  - All local, state, or federal permits, approvals, public or private encroachment agreements, etc. received to date for the project
  - Inspection, Operation, and Maintenance (IOM) Plan laying out the plan for regular inspection and maintenance of each proposed facility for design performance and safety in accordance with manufacturer's specifications and LFUCG's Stormwater Manual
  - Existing condition photographs
- 2) The Organization shall allow LFUCG twenty-one (21) calendar days to review the submittals and provide comments. If revised submittals are required, the Organization shall allow LFUCG ten (10) calendar days for review per submittal. LFUCG may choose to have a third party engineering consultant assist LFUCG in review of these submittals.

- 3) If the project is competitively bid, the selected contractor's unit price contract / bid list shall be provided to the LFUCG Grant Manager prior to the start of construction.
- 4) If the project is not competitively bid, the selected contractor's unit price contract shall be provided to the LFUCG Grant Manager prior to the start of construction, along with a justification for any deviations from the engineer's construction cost estimate.
- 5) **The construction phase shall begin only after the LFUCG Grant Manager gives Notice to Proceed, in writing, for the start of the construction phase of the project.**
- 6) If, during construction, the contractor requests a deviation or addition to the quantities or costs in the construction contract, the LFUCG Grant Manager shall be notified within two (2) business days. Additions or modifications to the project that are not directly related to the intended and correct function of the stormwater control project elements as described in the Project Elements listed above and in the original incentive grant application are not eligible for Grant reimbursement. Therefore, the Organization is advised that it should coordinate closely with the LFUCG Grant Manager during construction to ensure the work being performed is in compliance with this Agreement. **Note that per the Grant Award Agreement all overruns that result in the project costs exceeding the Grant amount are the responsibility of the Organization.**
- 7) After construction is completed, the Project Final Report shall include digital and hard copies of the following:
  - Summary of final construction costs and quantities
  - Copies of all federal, state, and local permits obtained for the project (if not previously provided) and any permit closure documents
  - Three (3) copies of a Record Drawing showing all field changes, and signed and sealed by the professional of record certifying the project as shown meets all original design intent
  - Copies of final inspection minutes, punch-lists, etc.
  - Photo documentation of site conditions and improvements before, during, and after construction
  - Signed *Agreement to Maintain Stormwater Control Facilities Funded by an LFUCG Class B Infrastructure Stormwater Quality Projects Incentive Grant* (Note: This form will be provided by LFUCG after construction is completed and final costs determined.)
  - Any materials generated, including those for educational purposes
- 8) LFUCG shall make final payment of the 10% retainer after acceptance of the Project Final Report.
- 9) All attachments to Requests for Funds & Project Status Reports shall reference the associated line Table 2 – Eligible Expenses.

## **PERMANENT FACILITIES / INFRASTRUCTURE**

**Ownership:** The proposed facilities are expected to reside on private property in Fayette County and be owned by the Property Owner.

**Future Inspection and Maintenance:** The Organization (and/or Property Owner) agrees to sign and abide by the terms of the *Maintenance Agreement for Stormwater Control Facilities Funded by an LFUCG Class B Infrastructure Stormwater Quality Projects Incentive Grant* included as Attachment B to the Grant Award Agreement. The property owner is solely responsible for future maintenance of the grant-funded improvements as long as the improvements are in service.

**Monitoring by LFUCG:** The Organization agrees to allow LFUCG staff future access to any property on which work is performed to monitor the installed features for compliance with this Agreement during the grant period. After the grant period has ended, the Organization (and/or Property Owner) agrees to allow LFUCG access for monitoring per the terms of the Maintenance Agreement. Water quality sampling via grab samples or other methods may be employed by LFUCG staff as part of its Kentucky Pollutant Discharge Elimination System (KPDES) MS4 Phase 1 Permit.

## **EQUIPMENT**

Any equipment purchased with the Grant shall remain the property of the Organization.

## **ADDITIONAL GRANT STIPULATIONS**

Note the following additional stipulations related to this project:

- 1) Applicant shall obtain written approval/agreement prior to work being done on properties not owned by the Applicant.
- 2) Applicant shall verify the need and ensure all permits are received (e.g., State, Local, and Federal) prior to any work.
- 3) Sidewalks must conform to LFUCG Code of Ordinances Chapter 17, Article III requirements and LFUCG Standard Drawings.
- 4) Work in the right-of-way must conform to Chapter 17C of the LFUCG Code of Ordinances and adhere to the LFUCG Standard Drawings.
- 5) In accordance with the LFUCG Stormwater Manual Chapter 10, permeable pavement and bio-infiltration swales shall be located at least 10 feet from existing and proposed buildings and sanitary sewer lines. If known sanitary sewer or basement infiltration problems exist, a greater distance shall be used.
- 6) If underground detention is provided, the property owner will be required to conform to LFUCG Code of Ordinances Chapter 16, Article X, Division 2.
- 7) Encroachment agreements shall be obtained when working within any private utility areas.
- 8) Tree plantings shall be coordinated with existing utilities prior to plantings, and if possible, trees shall not be planted within 10' of an existing utility.
- 9) Tree removal and planting activities shall be reviewed and approved by Division of Environmental Services Urban Forester and/or Arborist prior to any tree removal or planting activities.
- 10) Because of modifications to the parking areas, the applicant will need to work with LFUCG Division of Planning to verify the regulatory requirements.
- 11) An Inspection, Operations, and Maintenance (IOM) Plan shall be provided at the conclusion of the project.
- 12) Since partial funding was awarded, Applicant shall provide the Division of Water Quality with a revised budget listing how the approved funds and associated cost share will be allocated for inclusion in the Grant Award Agreement.
- 13) Both electronic and hard copies of all materials intended for the workshop are to be provided to LFUCG, for its use, as part of the grant deliverables.
- 14) Permanent signage designs to be approved by the Grant Manager or Administrator prior to production.

## **GRANT PERIOD & PROJECT SCHEDULE**

The grant period starts on the date of execution by the Mayor and extends for the time period as listed in the Grant Award Agreement. Any time extensions must be approved in writing by the LFUCG Grant Manager. The project schedule shown in Table 1 is preliminary. Proposed changes to the project which alter this schedule significantly shall be discussed with the LFUCG Grant Manager prior to implementation.

TABLE 1 – PRELIMINARY PROJECT SCHEDULE

Activity	Anticipated Date(s)
Notice to Proceed	March 2025
Kick-off meeting with LFUCG	April 2025
Design	May 2025 – September 2025
Apply for permits	October 2025
Construction	November 2025 – September 2026
Record Drawing and Project Closeout	December 2026

**PROJECT BUDGET – GRANT ELIGIBLE EXPENSES**

The project budget is broken into the following components based upon the Organization’s grant application:

- 1) Design Phase: \$ 72,000.00
- 2) Construction Phase and other items: \$ 200,102.44

TOTAL PROJECT COSTS: \$ 272,102.44
------------------------------------

The total project cost estimate and breakdown of grant to cost share is as follows:

Total Grant Share	\$ 217,681.95 (not-to-exceed)
Estimated Cost Share	\$ 54,420.49
<b>Est. Total Project Cost</b>	<b>\$ 272,102.44</b>

Table 2 lists the eligible expenses for this project. Only properly invoiced items shall be reimbursed with grant monies or counted toward the Organization’s cost share.

Any work performed on this project prior to grant award by the Urban County Council and Notice to Proceed from the LFUCG Grant Administrator is NOT an eligible expense and shall not be reimbursed or counted toward the cost share.

Construction cost items given in Table 2 are conceptual and the construction estimate will be revised and submitted to the LFUCG Grant Manager for review prior to construction and again once bids are received. **The Grant is a not-to-exceed amount, and any cost overruns are the responsibility of the Grantee.** Note that the Grant shall not be used to fund any project element that is required by local, state, or federal regulation in relation to any new development or redevelopment associated with the stormwater quality improvement project as described herein. Donated professional service hours shall be valued at the Median Hourly Wage for the service provided as published by the U.S. Department of Labor, Bureau of Labor Statistics, State Occupational Employment and Wage Estimates for Kentucky (current website: [http://www.bls.gov/oes/current/oes\\_ky.htm](http://www.bls.gov/oes/current/oes_ky.htm)).



TABLE 2 – ELIGIBLE EXPENSES

Line No.	Type of Expense	Participants	Item	Unit Price		Quantity	Funded by Organization	Funded by Grant	Total Expense
1	Design								
2	Design - Site/Civil Related Services	Consultant	Boundary, Topographic, and Utility Survey	\$ 5,000.00	LS	1.0	\$ 1,000.00	\$ 4,000.00	\$ 5,000.00
3	Design - Site/Civil Related Services	Consultant	Prepare Encroachment Agreement and Documents	\$ 5,000.00	LS	1.0	\$ 1,000.00	\$ 4,000.00	\$ 5,000.00
4	Design - Site/Civil Related Services	Consultant	Engineering Design	\$ 15,000.00	LS	1.0	\$ 3,000.00	\$ 12,000.00	\$ 15,000.00
5	Design - Structural Engineering and Architectural Services	Consultant	Architectural and Structural Design	\$ 20,000.00	LS	1.0	\$ 4,000.00	\$ 16,000.00	\$ 20,000.00
6	Design - Site/Civil Related Services	Consultant	Prepare Construction Documents	\$ 10,000.00	LS	1.0	\$ 2,000.00	\$ 8,000.00	\$ 10,000.00
7	Design - Site/Civil Related Services	Consultant	Prepare Land Disturbance Permit	\$ 2,500.00	LS	1.0	\$ 500.00	\$ 2,000.00	\$ 2,500.00
8	Design - Site/Civil Related Services	Consultant	Construction Oversight and Administration	\$ 2,000.00	LS	1.0	\$ 400.00	\$ 1,600.00	\$ 2,000.00
9	Design - Site/Civil Related Services	Consultant	Prepare Record Drawings and Project Closeout	\$ 2,500.00	LS	1.0	\$ 500.00	\$ 2,000.00	\$ 2,500.00
10	Design - Site/Civil Related Services	Consultant	Miscellaneous (Soil testing, geotechnical investigation)	\$ 10,000.00	LS	1.0	\$ 2,000.00	\$ 8,000.00	\$ 10,000.00
11	Construction								
12	Construction	Contractor	General Conditions	\$ 10,000.00	LS	1.0	\$ 2,000.00	\$ 8,000.00	\$ 10,000.00
13	Construction	Contractor	Mobilization/Demobilization	\$ 10,000.00	LS	1.0	\$ 2,000.00	\$ 8,000.00	\$ 10,000.00
14	Construction	Contractor	Demolition, Excavation, and Haul off	\$ 35.00	CY	200.0	\$ 1,400.00	\$ 5,600.00	\$ 7,000.00
15	Construction	Contractor	Erosion & Sediment Control Measures	\$ 5,000.00	LS	1.0	\$ 1,000.00	\$ 4,000.00	\$ 5,000.00
16	Construction	Contractor	Construction Staking	\$ 2,000.00	LS	1.0	\$ 400.00	\$ 1,600.00	\$ 2,000.00
17	Construction (Improvements)	Contractor	Downspouts and gutters to RWVH Cisterns	\$ 6,000.00	LS	1.0	\$ 1,200.00	\$ 4,800.00	\$ 6,000.00
18	Construction (Improvements)	Contractor	Evaluate, Clean out and Rehabilitate Existing Cistern - Below Ground	\$ 20,000.00	LS	1.0	\$ 4,000.00	\$ 16,000.00	\$ 20,000.00
19	Construction (Improvements)	Contractor	Build reinforced concrete slab or deck over existing cistern	\$ 1,200.00	CY	15.0	\$ 3,600.00	\$ 14,400.00	\$ 18,000.00
20	Construction (Improvements)	Contractor	Build new roof to existing Cistern - Below Ground	\$ 15,000.00	LS	1.0	\$ 3,000.00	\$ 12,000.00	\$ 15,000.00
21	Construction (Improvements)	Contractor	Pump, electric to pump, and piping from pump to toilets and irrigation spigots.	\$ 20,000.00	LS	1.0	\$ 4,000.00	\$ 16,000.00	\$ 20,000.00
22	Construction (Improvements)	Contractor	Sidewalk - along True Alley	\$ 12.00	SF	500.0	\$ 1,200.00	\$ 4,800.00	\$ 6,000.00
23	Other (Miscellaneous) Costs								
24	Other (Miscellaneous) Costs	Project Manager	Construction Management and Grant Administration	\$ 150.00	HR	160.0	\$ 4,800.00	\$ 19,200.00	\$ 24,000.00
25	Other (Miscellaneous) Costs		Design and Construct Stormwater Educational Art Feature and Sign	\$ 10,000.00	LS	1.0	\$ 2,000.00	\$ 8,000.00	\$ 10,000.00
26	Other (Miscellaneous) Costs		Contingency	\$ 47,102.44	LS	1.0	\$ 9,420.49	\$ 37,681.95	\$ 47,102.44
27				TOTAL PROJECT BUDGET:			\$ 54,420.49	\$ 217,681.95	\$ 272,102.44
28				*COST SHARE % = 20.00% OK			ORGANIZATION SHARE	GRANT SHARE	
29							20.0%	80.0%	
30									

FIGURE 1 – MAP OF PROJECT AREA (FROM ARCREADER)



**ATTACHMENT B  
TO FY 2025 CLASS B INFRASTRUCTURE GRANT AWARD AGREEMENTS**

DO NOT WRITE ABOVE THIS LINE

**Agreement to Maintain Stormwater Control Facilities  
Funded by an LFUCG Class B Infrastructure Stormwater Quality Projects Incentive Grant**

The upkeep and maintenance of stormwater control facilities is essential to the protection of aquatic resources. All property owners receiving grant funds from the Lexington-Fayette Urban County Government through the Stormwater Quality Projects Incentive Grant Program for construction of any stormwater control facility are expected to conduct business in a manner that promotes resource protection. For purposes of this document, a “stormwater control facility” is an equivalent term for “stormwater control device” or “stormwater management system or facility,” and is any detention basin, detention pond, drainage way, extended detention basin, retention basin, catch basin, outlet, or any other structure or equipment or feature thereof, in whole or in part, designed to control stormwater quantity or improve stormwater quality. This Agreement contains specific provisions with respect to maintenance of the stormwater control facilities described below.

**PROPERTY SITE ADDRESS:** \_\_\_\_\_

**PROPERTY OWNER NAME:** \_\_\_\_\_

**PROPERTY LEGAL DESCRIPTION:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**STORMWATER CONTROL FACILITIES DESCRIPTION:**

Funded by Stormwater Quality Projects Incentive Grant: Fiscal Year \_\_\_\_\_, Class BI

1. <Facility Description, Facility Grant Value<sup>1</sup>, Placement in Service Month<sup>2</sup>, \_\_\_\_-year depreciation schedule<sup>3</sup>>
2. <Facility Description, Facility Grant Value<sup>1</sup>, Placement in Service Month<sup>2</sup>, \_\_\_\_-year depreciation schedule<sup>3</sup>>
3. <Facility Description, Facility Grant Value<sup>1</sup>, Placement in Service Month<sup>2</sup>, \_\_\_\_-year depreciation schedule<sup>3</sup>>
4. <Facility Description, Facility Grant Value<sup>1</sup>, Placement in Service Month<sup>2</sup>, \_\_\_\_-year depreciation schedule<sup>3</sup>>
5. <Facility Description, Facility Grant Value<sup>1</sup>, Placement in Service Month<sup>2</sup>, \_\_\_\_-year depreciation schedule<sup>3</sup>>

<sup>1</sup> Facility Grant Value is the amount of LFUCG incentive grant funds expended on feasibility, design and construction costs for each given facility.

<sup>2</sup> Placement in Service Month is the month the facility goes into service.

<sup>3</sup> Use 20-year depreciation schedule for green/vegetated roofs. Use 15-year depreciation schedule for all other BMPs.

Whereas, \_\_\_\_\_ <property owner name>, has proposed to construct stormwater control facilities on the property described above and whereas the goals of the Lexington-Fayette Urban County Government are to ensure the protection and enhancement of Fayette County’s aquatic resources, the **Lexington-Fayette Urban County Government (LFUCG)** and \_\_\_\_\_ <property owner name> \_\_\_\_\_ hereby enter into this Agreement. The responsibilities of each party to this Agreement are identified below.



THE <property owner name> HEREBY:

1. Agrees to implement the stormwater control facility Inspection, Operations, and Maintenance Plan developed for each facility and incorporated by reference herein.
2. Agrees to maintain the stormwater control facilities in good working condition, acceptable to the LFUCG, so that they are performing their design functions.
3. Grants permission to the LFUCG, its authorized agents and employees, to enter upon the property with reasonable advance notice of at least 24 hours and proper identification, except in such circumstances where advance notice is inappropriate for the purpose of entry, and to inspect the stormwater control facilities whenever the LFUCG deems necessary. The purpose of the inspection is to assure safe and proper functioning of the facilities. The inspection shall cover the entire facilities, berms, outlet structures, pond areas, access roads, etc. When deficiencies are noted, the LFUCG shall give <property owner name>, its successors and assigns, copies of the inspection report with findings and evaluations.
4. Agrees that in the event <property owner name>, its successors and assigns, fails to maintain the stormwater control facilities in good working condition acceptable to the LFUCG, the LFUCG may enter upon the property and take whatever steps it deems necessary to maintain said stormwater control facilities and to charge the costs of the repairs to <property owner name>, its successors and assigns. This provision shall not be construed to allow the LFUCG to erect any structure of a permanent nature on the land of <property owner name>, outside of an easement belonging to the LFUCG. It is expressly understood and agreed that the LFUCG is under no obligation to maintain or repair said facilities, and in no event shall this Agreement be construed to impose any obligation on the LFUCG.
5. Agrees that in the event the LFUCG, pursuant to this Agreement, performs work of any nature, or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like on account of <property owner name> or its successors and assigns, <property owner name> shall reimburse the LFUCG upon demand, within 30 days of receipt thereof for all costs incurred by the LFUCG hereunder. If not paid within such 30 day period, the LFUCG shall have a lien against the property in the amount of such costs, plus interest at the Judgment Rate, and may enforce same in the same manner as a lien for real property taxes may be enforced.
6. Agrees to indemnify and hold harmless the LFUCG and its agents and employees for any and all damages, accidents, casualties, occurrences or claims which might arise or be asserted against the LFUCG related to the construction or maintenance of the stormwater facilities by <property owner name> or its agents.

In the event a claim is asserted against the LFUCG, its agents or employees for such matters, the LFUCG shall promptly notify <property owner name>, their successors and assigns, and they shall defend, at their own expense, any suit based on such claim. If any judgment or claims against the LFUCG, its agents or employees shall be allowed, <property owner name>, its successors, and assigns shall pay all costs and expenses in connection herewith.

7. Grants permission to the LFUCG, its authorized agents and employees, to enter upon the property with reasonable advance notice to <property owner name> and proper identification, and, at LFUCG expense, to install, operate, and maintain equipment to monitor the flow rate and pollutant content of the input flow, the effluent, and at intermediate points in the facility, all in such a manner that does not unreasonably interfere with the use of the property by <property owner name>. <property owner name> further agrees to design and construct the facility to provide reasonable access for such monitoring.
8. Agrees to maintain a record (in the form of a logbook) of steps taken to implement the programs referenced in (1) and (2) above. The logbook shall be available for inspection by the LFUCG staff at <property owner address or business office> during normal business hours. The logbook shall catalog the action taken, who took it, when the action was done, how it was done, and any problems encountered or follow-up actions recommended.

On property where a stormwater control device is located fully or partially underground, <property owner name> further understands that an annual inspection of the underground facility is required by LFUCG Code of Ordinances 16-88(c), and an annual inspection report, prepared by a Professional Engineer licensed to practice in Kentucky, must be submitted to the LFUCG compliance representative listed in this document. This report shall address the condition of the device for meeting its intended purpose, and shall be included with the annual report described in Section (9) below.

9. Agrees to provide an **annual report** to the LFUCG regarding implementation of the programs referenced in (1) and (2) above upon request from the Grant Administrator or MS4 Permit Coordinator. The report shall contain, at a minimum, the following items:
  - A. Name, address, and telephone number of the business, the person, or the firm responsible for plan implementation, and the person completing the report.
  - B. Time period covered by the report.
  - C. Copy of all inspection reports performed as part of the operations and maintenance program referenced in (1) above, including if applicable, the annual inspection for underground devices described in (8) above.
  - D. A chronological summary of activities conducted to implement the program referenced in (1) and (2) above. A photocopy of the applicable sections of the logbook, with any additional explanation needed, shall normally suffice. For any activities conducted by paid parties not affiliated with <property owner name>, include a copy of the invoice for services.
  - E. An outline of planned activities for the next year.
10. Agrees that in the event the <property owner name>, its successors and assigns, removes or takes out of service one or more of the stormwater control facilities funded in whole or in part by the LFUCG grant, <property owner name>, its successors and assigns, shall reimburse the LFUCG within 90 days of removal of the facility from service, 100% of the Remaining Value of the facility removed based upon the following depreciation schedule:

In:	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15	Year 16	Year 17	Year 18	Year 19	Year 20
15-year Depreciation	3.33%	6.67%	6.67%	6.67%	6.67%	6.67%	6.67%	6.66%	6.67%	6.66%	6.67%	6.66%	6.67%	6.66%	3.33%	-	-	-	-	-
15-year Remaining Value	96.67%	90.00%	83.33%	76.66%	69.99%	63.32%	56.65%	49.99%	43.32%	36.66%	29.99%	23.33%	16.66%	10.00%	6.67%	-	-	-	-	-
20-year Depreciation	2.5%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	2.5%
20-year Remaining Value	97.5%	92.5%	87.5%	82.5%	77.5%	72.5%	67.5%	62.5%	57.5%	52.5%	47.5%	42.5%	37.5%	32.5%	27.5%	22.5%	17.5%	12.5%	7.5%	5.0%

The % of depreciation shall be applied to the Facility Grant Value for the year the facility was removed from service, with month 1 of Year 1 being the Placement in Service Month listed at the beginning of this document. If not paid within such 90 day period, the LFUCG shall have a lien against the property in the amount of the remaining value of the facility removed, and may enforce same in the same manner as a lien for real property taxes may be enforced.

SAMPLE

<PROPERTY OWNER>

<BUSINESS ADDRESS>

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

The foregoing Agreement was subscribed, sworn to and acknowledged before me by \_\_\_\_\_, as the duly authorized representative for and on behalf of \_\_\_\_\_, on this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

My commission expires: \_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
**Linda Gorton, Mayor**

The foregoing Agreement was subscribed, sworn to and acknowledged before me by \_\_\_\_\_, as the duly authorized representative for and on behalf of \_\_\_\_\_, on this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

My commission expires: \_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

**Maintenance Agreement Contact Information for Compliance**

**Owner Representative Name:** \_\_\_\_\_

**Business Address:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Representative's Phone Number:** \_\_\_\_\_

**Representative's E-Mail:** \_\_\_\_\_

**Urban County Government Information for compliance issues:**

Contact: \_\_\_\_\_ LFUCG's MS4 Permit Coordinator

Address: \_\_\_\_\_ LFUCG Division of Water Quality

\_\_\_\_\_ 125 Lisle Industrial Avenue, Suite 180

\_\_\_\_\_ Lexington, KY 40511

\_\_\_\_\_

Phone: \_\_\_\_\_ (859) 425-2400

Email: \_\_\_\_\_ MS4@lexingtonky.gov

Prepared by:

\_\_\_\_\_  
Evan P. Thompson, Attorney Senior  
LFUCG – Department of Law  
200 East Main Street  
Lexington, KY 40507  
(859) 258-3500

RESOLUTION NO. \_\_\_\_\_ – 2025

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT AWARDDING A CLASS B (INFRASTRUCTURE) INCENTIVE GRANT TO MEDIOCRE CREATIVE, LLC, FOR A STORMWATER QUALITY PROJECT, AT A COST NOT TO EXCEED \$217,681.95.

---

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, awarding a Class B (Infrastructure) Incentive Grant to Mediocre Creative, LLC, for a stormwater quality project.

Section 2 – That an amount, not to exceed \$217,681.95, be and hereby is approved for payment to Mediocre Creative, LLC, from account # 4052-303204-3373-78112, pursuant to the terms of the Agreement.

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

PASSED URBAN COUNTY COUNCIL:

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CLERK OF URBAN COUNTY COUNCIL  
0068-25:EPT\_4908-4454-7350, v. 1

RESOLUTION NO. 045 – 2025

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT AWARDING A CLASS B (INFRASTRUCTURE) INCENTIVE GRANT TO MEDIOCRE CREATIVE, LLC, FOR A STORMWATER QUALITY PROJECT, AT A COST NOT TO EXCEED \$217,681.95.

---

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, awarding a Class B (Infrastructure) Incentive Grant to Mediocre Creative, LLC, for a stormwater quality project.

Section 2 – That an amount, not to exceed \$217,681.95, be and hereby is approved for payment to Mediocre Creative, LLC, from account # 4052-303204-3373-78112, pursuant to the terms of the Agreement.

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

PASSED URBAN COUNTY COUNCIL: February 20, 2025



\_\_\_\_\_  
MAYOR

ATTEST:



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

0068-25:EPT\_4908-4454-7350, v. 1

## GRANT AWARD AGREEMENT

*Fiscal Year 2025 Class B Infrastructure Incentive Grant Program*

THIS AGREEMENT, made and entered into on the 26 day of Feb, 2025 by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (LFUCG)**, an urban county government of the Commonwealth of Kentucky, pursuant to KRS Chapter 67A (hereinafter "Government"), on behalf of its Division of Water Quality, and **MEDIOCRE CREATIVE, LLC, 714 NORTH LIMESTONE, LEXINGTON, KENTUCKY 40508** (hereinafter "Grantee"), and **NEED NEW BODY, LLC, 904 M<sup>C</sup>CLAIN DRIVE, LEXINGTON, KENTUCKY 40505** (hereinafter "Property Owner").

### WITNESSETH:

**WHEREAS**, the Grantee is a documented fee-payer of the Government's Water Quality Management Fee; and

**WHEREAS**, the Grantee has proposed a need for the funds requested to develop and implement a proposed project by submitting a valid grant application; and

**WHEREAS**, the Grantee's grant application has been reviewed and selected for funding by the Water Quality Fees Board in accordance with Sections 16-408 and 16-410 of the Government's Code of Ordinances; and

**WHEREAS**, the Government has funds available through the Stormwater Quality Projects Incentive Grant Program to assist the qualified Grantee in the development and implementation of projects that meet the goals of the program; and

**WHEREAS**, the Grantee desires to implement a specific project that meets one or more Incentive Grant program goals to improve water quality, reduce stormwater runoff, and provide public or private education related to stormwater quality; and

**WHEREAS**, any such improvements funded by the Government shall benefit the public through installed improvements and/or educational programming;

**THAT FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS HEREIN EXPRESSED, GOVERNMENT AND GRANTEE AGREE AS FOLLOWS:**

- (1) The Government hereby grants the Grantee the sum of **\$217,681.95** (hereinafter "the Grant"), for use in implementing the project elements as listed in Attachment A which is incorporated herein by reference as if fully set out herein. The Grantee agrees to cost share the Grant with contributions, labor, and/or other services equal to or greater than 20% of the total project cost.
- (2) The Grantee agrees to use the Grant only for the activities set forth in Attachment A which includes installation of stormwater control infrastructure at the following site location(s): **712 AND 714 NORTH LIMESTONE, LEXINGTON, KENTUCKY 40508** currently owned by the Property Owner.
- (3) The Grantee agrees to meet all design standards specified in the Government's Engineering Manuals or as further described in Attachment A in the design of all Grant-funded improvements. This includes all associated activities including but not limited to erosion and sediment control, traffic control, utility relocations, seeding, etc. The Grantee further agrees to design the facilities in such a way as not to preclude the potential for future water quality / quantity monitoring by LFUCG.



- (4) The Grantee agrees to comply with all applicable local, state, and federal rules, regulations, ordinances, and laws in implementation of the project.
- (5) The Grantee agrees to obtain all necessary local, state, and federal permits, encroachments, permissions, approvals, etc. in a timely manner and prior to start of construction.
- (6) The Grantee agrees to perform periodic reporting as detailed in Paragraph (7) herein below, and produce a Project Final Report within thirty (30) calendar days of the completion of the project elements in digital and hard copy following a standardized format to be provided by the Government summarizing all work completed and detailing the total grant expenditures. Other deliverables include the following:
  - (a) At the end of the Feasibility Phase (if applicable), the following five deliverables, sealed by a professional licensed to perform such work in accordance with Kentucky Revised Statutes (KRS), shall be provided:
    - Feasibility report evaluating the use of the potential BMP(s) on the proposed site;
    - Conceptual design concept;
    - Detailed cost estimate for design;
    - Conceptual cost estimate for construction;
    - Letter certifying all BMPs proposed for design as viable and feasible for the specific site and application.
  - (b) At the end of the Design Phase or prior to the start of the Construction Phase, the following six deliverables, sealed by a professional licensed to perform such work in accordance with Kentucky Revised Statutes (KRS), shall be provided:
    - Set of all final design calculations;
    - Set of final construction plans, including traffic control, erosion and sediment control, grading plans, etc.;
    - Set of final specifications and bidding documents (if applicable);
    - Final detailed engineer's construction cost estimate including quantities;
    - All required permit submittals and approvals;
    - Inspection, Operation, and Maintenance Plan laying out the plan for regular inspection and maintenance of each proposed facility for design performance and safety in accordance with manufacturer's specifications and the Government's Stormwater Manual.
  - (c) At the end of the Construction Phase, the following five deliverables shall be provided:
    - Summary of final construction costs and quantities;
    - Copies of all federal, state, and local permits obtained for the project;
    - Record Drawing showing all field changes, and signed and sealed by the professional of record certifying the project as shown meets all original design intent;
    - Photo documentation of site conditions and improvements before, during, and after construction;
    - Signed *Agreement to Maintain Stormwater Control Facilities Funded by an LFUCG Class B Infrastructure Stormwater Quality Projects Incentive Grant*.
- (7) The Grant to the Grantee shall be disbursed in the following manner:
  - (a) The Grantee shall submit at least once every three (3) months, if not specified otherwise in Attachment A, a Request for Funds to the Government's Grant Manager designated by the Director of the Division of Water Quality for the project. Each Request for Funds shall include documentation that the Grantee has already expended the requested funds or shall be in a position to expend properly the requested funds within thirty (30) days of receipt of the funds. The Request for Funds shall include full accounting of these eligible grant-related expenses, as listed in Attachment A. Copies of invoices, purchase orders, or receipts showing vendor, date, amount, and items purchased or ordered shall be provided with the Request for Funds. For project specific personnel costs and stipends, documentation of all billed hours shall include copies of employee timesheets, hourly payroll rate, and description of work performed for hours billed. Each Request for Funds shall include a minimum of 10% cost share.

- (b) Each Request for Funds shall be accompanied by a Project Status Report describing the progress of the project to date, including a description and schedule of all activities completed, and hardcopy or electronic copies of materials (*e.g.*, calculations, preliminary plans, etc.) completed to date. For educational events (if applicable), copies of the class rosters or sign-in sheets documenting the number of attendees shall be provided.
  - (c) The Government's Grant Manager shall review each Request for Funds and supporting documents for compliance with the terms of this Agreement and the guidelines of the Stormwater Quality Projects Incentive Grant Program. If the Grant Manager finds the Grantee's Request for Funds is in compliance with the terms of this Agreement and the guidelines of the Stormwater Quality Projects Incentive Grant Program and that the activity progress and management program of the Grantee satisfy the terms of the grant award, he or she shall approve the Request for Funds within 15 calendar days of receipt and then forward it to the Division of Accounting for payment.
  - (d) The Government shall release payment of the final 10% of the Grant only after receipt and acceptance of the Project Final Report. The Government's Grant Manager shall review the Project Final Report and provide comments to the Grantee or, if acceptable, forward approval within 15 calendar days of receipt to the Division of Accounting for payment.
  - (e) Should the Government's Incentive Grant Program Administrator determine that the Grantee is not in compliance with the terms of this Agreement and/or the Stormwater Quality Projects Incentive Grant Program, including deficiencies in progress and management of the project, the Division of Water Quality shall notify the Grantee, the Mayor's Office, and the appropriate district Council person, and shall meet with the Grantee on matters that prevent approval of the Request for Funds. Failure to resolve any such matters to the satisfaction of the Government may lead to termination of the Agreement for cause pursuant to Paragraph (21) herein below.
- (8) The Grantee agrees to obtain written approval from the Government's Grant Manager or Program Administrator for any proposed changes to the Project Team or Project Plan as listed in Attachment A prior to implementing the changes. Failure to gain written approval prior to making changes may lead to termination of the Agreement for cause pursuant to Paragraph (21) herein below.
  - (9) The Grantee agrees to complete the project phase(s) (*i.e.*, Design and/or Construction) outlined herein within **24** months from the date of this Agreement. The Grantee shall obtain written approval from the Government's Grant Manager and Program Administrator for any time extensions beyond the schedule. Failure to obtain written approval prior to making changes may lead to termination of the Agreement for cause pursuant to Paragraph (21) herein below.
  - (10) This Agreement may not be modified except by written agreement of the Government and the Grantee.
  - (11) The Grantee understands that the Grant amount shown herein in Paragraph (1) is a not-to-exceed amount, and any additional funding needed to complete the project elements listed in Attachment A is the responsibility of the Grantee. If it becomes apparent to the Grantee or the Government that the Grantee will be unable to complete the project either in the manner or for the amount described in this Agreement, then the Grantee must immediately notify the Government's Grant Manager and Program Administrator by providing a complete and detailed written explanation of its inability to comply with the terms of the Agreement. The Grantee must further provide the Government's Grant Manager and Program Administrator with a complete and detailed written explanation of any proposed changes, and the reasons for those changes.
  - (12) The Grantee asserts that it is in full compliance with all applicable provisions of the Lexington-Fayette Urban County Government's Code of Ordinances Chapter 5 – Buildings and Building Regulations, Chapter 7 – Finance and Taxation, Chapter 12 – Housing, and Chapter 16 – Sewage, Garbage, Refuse, and Weeds, or in compliance with Kentucky Department

of Housing Buildings and Construction rules and requirements as is appropriate for those state institutions, parcels, or buildings which are subject to state regulations and oversight as opposed to local ordinances and regulations. If the Grantee becomes out of compliance with any of these provisions, it will notify the Government's Grant Manager and Program Administrator immediately. Failure to notify the Government and resolve any such matters to the satisfaction of the Government may lead to termination of the Agreement for cause pursuant to Paragraph (21) herein below.

- (13) The Grantee agrees to allow the Government access to its property to perform monitoring of the project elements for compliance with this Agreement, as provided in the *"Agreement to Maintain Stormwater Control Facilities Funded by an LFUCG Class B Infrastructure Stormwater Quality Projects Incentive Grant"* (Attachment B).
- (14) In any advertisement of the project funded by the Grant, whether written or oral communications, the Grantee agrees to identify the Lexington-Fayette Urban County Government as the source of the above referenced funds; the Grantee shall not specifically identify any individual or elected official as being responsible for the funds donated by the Government.
- (15) The Grantee agrees to allow the Government to publicize the Grantee's project through the Government's website and other media.
- (16) The Grantee agrees to reference the Lexington-Fayette Urban County Government's Water Quality Management Fee and the Stormwater Quality Projects Incentive Grant Program as a source of funding for the project on any permanent signage or educational brochures, presentations, websites, etc. produced using grant monies.
- (17) The Grantee agrees that the Government is authorized to erect and maintain permanent signage at the location of any permanent capital infrastructure, referencing the Water Quality Management Fee and the Stormwater Quality Projects Incentive Grant Program as a source of funding for such permanent capital infrastructure. In the event that permanent signage is installed by the Government, such signage shall not be removed except upon written approval by the Government. Provided, however, that nothing herein shall require the installation of signage by the Government nor prohibit the Government from removing any signage so installed.
- (18) The Grantee and Property Owner agree that all stormwater control facilities, including equipment and infrastructure, constructed and funded by a Construction Grant through the Stormwater Quality Projects Incentive Grant Program shall remain in service and maintained by the Grantee or its representatives following the Inspection, Operation, and Maintenance Plan developed for each facility referenced in (6b) above. The Property Owner further accepts and agrees to enter into the *"Agreement to Maintain Stormwater Control Facilities Funded by an LFUCG Class B Infrastructure Stormwater Quality Projects Incentive Grant"* attached hereto as Attachment B and which is incorporated herein by reference as if fully set out herein.
- (19) The Grantee and Property Owner agree that all stormwater control facilities, including equipment and infrastructure, constructed and funded by this Grant shall remain the property of the current Property Owner, or his successors and assigns, unless otherwise specified in Attachments A and B.
- (20) The Grantee and Property Owner understand that if any of the Grant-funded facilities not owned by the Government are removed from service, the property owner of record at the time of removal shall be liable to reimburse the Government for 100% of the Remaining Value of the facility or portion removed, based upon the depreciation schedule provided in Attachment B.
- (21) If, through any cause, the Grantee or Property Owner shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if the Grantee or Property Owner shall violate any of the covenants, agreements, or stipulations of this Agreement, the Government shall provide the Grantee or Property Owner thirty (30) calendar days to address the deficiency or violation. If the Grantee or Property Owner does not, after the

thirty (30) days, come into compliance with this Agreement, the Government shall thereupon have the right to terminate this Agreement by giving written notice to the Grantee of such termination and specifying the effective date thereof, at least five (5) calendar days before the effective date of such termination. In that event, all finished or unfinished documents, receipts, and reports prepared by the Grantee shall, at the option of the Government, become its property and the Grantee shall immediately repay to the Government all monies received pursuant to this Agreement less any amount representing just and equitable compensation for the Government's share of any satisfactory work completed pursuant to the Agreement; provided, however, that for any project involving the construction of capital infrastructure, other than feasibility only projects, the Government's share of any satisfactory work completed shall not include feasibility or design costs.

- (22) The Grantee shall provide equal opportunity in employment as required by applicable federal, state, and local laws, regulations, and ordinances.
- (23) The Grantee is solely responsible for assuring that adequate and appropriate insurance or other necessary coverage is maintained during the term of this Agreement.
- (24) The Grantee's sole remedy for a breach of this Agreement by the Government shall be limited to the amount of the Grant.
- (25) The Government assumes no responsibility whatsoever in the Grantee's project activities. Grantee and Property Owner shall, to the extent allowed by law, defend, indemnify, and hold harmless Government from and against all liability, claims, losses, actions, costs, expenses, obligations, fines, and assessments of whatever kind, including defense costs and 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, in whole or in part, from or by Grantee's or Property Owner's or its contractor(s), agents, or assigns, negligent acts or misconduct, or errors or omissions, in connection with the activities carried out pursuant to this Agreement, the Grant award, or the Stormwater Quality Projects Incentive Grant Program.

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

**LEXINGTON-FAYETTE URBAN COUNTY  
GOVERNMENT**

BY:   
LINDA GORTON, MAYOR

ATTEST:  
  
CLERK, URBAN COUNTY COUNCIL

**GRANTEE ORGANIZATION:**

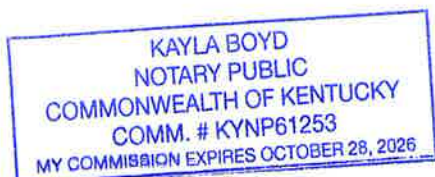
**MEDIOCRE CREATIVE, LLC**  
**714 NORTH LIMESTONE**  
**LEXINGTON, KENTUCKY 40508**

BY: \_\_\_\_\_

NAME: SHAWN SHAWTITLE: OWNER

The foregoing Agreement was subscribed, sworn to and acknowledged before me by SHAWN SHAW, as the duly authorized representative for and on behalf of MEDIOCRE CREATIVE, LLC, on this the 19<sup>th</sup> day of DECEMBER, 2024.

My commission expires: 10/28/26.



Kayla Boyd  
 NOTARY PUBLIC

**PROPERTY OWNER:**

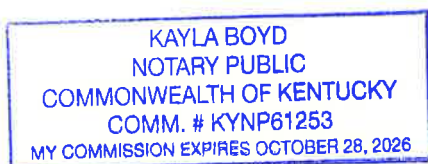
**NEED NEW BODY, LLC**  
**904 M<sup>C</sup>CLAIN DRIVE**  
**LEXINGTON, KENTUCKY 40505**

BY: \_\_\_\_\_

NAME: SHAWN SHAWTITLE: OWNER

The foregoing Agreement was subscribed, sworn to and acknowledged before me by SHAWN SHAW, as the duly authorized representative for and on behalf of NEED NEW BODY LLC, on this the 19<sup>th</sup> day of DECEMBER, 2024.

My commission expires: 10/28/26.



Kayla Boyd  
 NOTARY PUBLIC

**ATTACHMENT A**  
**to the GRANT AWARD AGREEMENT**  
**between Lexington-Fayette Urban County Government (LFUCG) and**  
**Mediocre Creative, LLC**

**GRANT PROGRAM**

**2025 Stormwater Quality Projects Incentive Grant Program**  
**Class B Infrastructure Projects**

- Funded through the LFUCG Water Quality Management Fee
- Administered by the LFUCG Division of Water Quality in the Department of Environmental Quality & Public Works
- Design and/or Construction

**PROJECT TEAM AND CONTACT INFORMATION**

**Grantee Organization:** Mediocre Creative, LLC  
 714 North Limestone  
 Lexington, KY 40508  
 KY Organization #0930002 

**Primary Project Contact:** Sarah Brown  
 859-227-2432 (phone)  
 sarah@mediocrecreative.com (email)

**Secondary Project Contact:** Eric Dawalt, P.E.  
 859-806-1089 (phone)  
 edawaltrw@gmail.com (email)

**Project Site Location(s) & Property Owner:** Need New Body, LLC  
 712 & 714 North Limestone  
 Lexington, KY 40508  
 PVA #'s: 12699900 & 16862000

**Design Consultant(s):** Stantec Consulting Services, Inc.  
 3052 Beaumont Centre Circle  
 Lexington, KY 40513  
 502-600-3450 (phone)  
 Sam Lee, P.E. (Engineer of Record)  
 Samuel.Lee2@stantec.com (email)

**PROJECT PLAN ELEMENTS**

All improvements shall be located on the property at 712 North Limestone and 714 North Limestone, Lexington, Kentucky 40508, owned by Need New Body, LLC. No other property or right-of-way shall be disturbed without the written permission from the property owners.

**Project Elements**

This grant will implement items identified in the FY24 Mediocre Creative, LLC, KY - Feasibility Study Grant to reduce the impact of pollutant loading and flooding at 712 & 714 North Limestone Streets.

- 1) **Rainwater Harvesting Systems** – Rehabilitate existing rainwater harvesting cistern (or if impractical install a new cistern). Install new rooftop over cistern and new downspouts to cistern. Install pump system to toilets and irrigation.
- 2) **Install a concrete sidewalk** along True Alley to the southwest to reduce street stormwater from flooding the building at 712 North Limestone.
- 3) **Stormwater Educational Outreach** – Design and construct a stormwater educational art feature and permanent signage for each of the project elements.



## **STORMWATER CONTROL FACILITIES DESIGN**

**No grant-funded activities shall occur until the LFUCG Grant Manager gives Notice to Proceed, in writing, for the start of the design phase of the project.**

Design tasks will include meetings, survey, engineering design, permit submittals to the applicable local, state, and federal agencies, bidding, and construction.

Design shall also account for the following stipulations:

- 1) Submittals for stream permits (401 / 404) shall be completed as early as possible in the design process to inform the Design Engineer of alternatives that can be permitted without triggering state or federal mitigation requirements (if required).
- 2) The Design Engineer shall meet with the LFUCG Grant Manager for at least three meetings during the design phase:
  - i) Prior to the start of design
  - ii) At the completion of approximately 50% design
  - iii) At the 95% completion of the design documents

The Design Engineer shall provide a copy of the preliminary plans, calculations, and specifications (if available) representing 50% and 95% completion. These submittals shall be used to assist LFUCG staff in understanding the project components and allow for feedback to ensure the Government's funds shall be utilized for sustainable and effective infrastructure.

- 3) All existing utilities shall be located and shown on the design plans.
- 4) All existing easements, adjacent property lines, and rights-of-way shall be shown on the design plans. If any work is proposed to occur within any easement (*i.e.*, utility, etc.), whether public or private, the Organization shall obtain all necessary encroachment agreements from the authorized agencies prior to the start of construction.
- 5) Any work proposed within or on public right-of-way, easement, or LFUCG-owned property will require one or more permits or approvals. This includes installation permits for connection into any existing curb inlet or stormwater manhole located within public right-of-way. Please contact the appropriate staff:

Parks and Recreation, Chris Cooperrider – [ccooperrider@lexingtonky.gov](mailto:ccooperrider@lexingtonky.gov)  
 Environmental Services (greenways), Demetria Mehlhorn – [dkimball@lexingtonky.gov](mailto:dkimball@lexingtonky.gov)  
 Environmental Services (street trees), Heather Wilson – [hwilson@lexingtonky.gov](mailto:hwilson@lexingtonky.gov)  
 Engineering (right-of-way), John Cassel – [jcassel@lexingtonky.gov](mailto:jcassel@lexingtonky.gov)  
 Engineering (new development), Hillard Newman – [hnewman@lexingtonky.gov](mailto:hnewman@lexingtonky.gov)  
 Sanitary Sewers, Chris Dent – [cdent@lexingtonky.gov](mailto:cdent@lexingtonky.gov)  
 Stormwater, Mark Sanders – [msanders@lexingtonky.gov](mailto:msanders@lexingtonky.gov)

- 6) All federal, state, and local permits, approvals, and agreements required for construction of the proposed improvements shall be obtained prior to the start of construction. If the timing of construction is such that a permit may expire before construction can be completed, then the Organization shall coordinate with the LFUCG Grant Manager and permitting agencies on appropriate timing for permit submittals. The Organization is fully responsible to determine which approvals, permits, and encroachments are required for the project.
- 7) Erosion and sediment control and traffic control measures shall be designed to meet all standards and follow guidelines in the LFUCG Engineering Manuals, and shall be shown on the design plans with appropriate notes.

## **STORMWATER CONTROL FACILITIES CONSTRUCTION**

Facilities shall be constructed per the design plans and specifications. Construction of the proposed facilities shall also meet the following stipulations:

**No construction shall occur until written approval from all affected property owners is provided to the LFUCG Grant Manager.**

- 1) Construction shall not begin until all permits, approvals, agreements, etc. are obtained and copies provided to the LFUCG Grant Manager.
- 2) All existing utilities shall be contacted, located, and coordinated with prior to any work being performed.
- 3) The Erosion and Sediment Control Plan shall be provided to LFUCG for review and comment. The LFUCG Land Disturbance Permit shall be obtained by the contractor after placement of the ESC and traffic control measures.
- 4) Failure to place acceptable erosion and sediment control measures into service prior to start of construction will result in shut-down of the job site until the measures are put in place. Construction practices shall be put in place to prevent the illicit discharge of sediment, dirt, sand, fluids, trash, and any other pollutant into the Municipal Separate Storm Sewer System or Waters of the Commonwealth.
- 5) The Organization shall host a pre-construction meeting with all parties. The LFUCG Grant Manager shall be invited to this meeting and given three (3) business days notice.
- 6) The Organization is responsible to provide all construction oversight, administration, and daily inspection. LFUCG shall not provide these services.
- 7) The Organization shall document construction by taking before, during, and after photographs.
- 8) Once construction is complete, a final punch-list inspection shall be performed. The LFUCG Grant Manager shall be invited to this inspection and given five (5) business days notice. If punch-list items are identified, a second inspection shall be performed once those items are resolved, and the LFUCG Grant Manager shall be invited to this inspection and given three (3) business days notice.
- 9) The Organization agrees to enter into the *Agreement to Maintain Stormwater Control Facilities Funded by an LFUCG Class A Stormwater Quality Projects Incentive Grant* included as Attachment B of the Grant Award Agreement within twenty-one (21) calendar days of the final (post punch-list) inspection. This Agreement may be recorded by LFUCG at the Fayette County Clerk's office.

## **REPORTING REQUIREMENTS**

- 1) Prior to construction, the Organization shall provide the LFUCG Grant Manager three (3) hard copies and one (1) digital copy each of the following deliverables, each sealed by a professional licensed to perform such work in accordance with Kentucky Revised Statutes (KRS):
  - Set of all final design calculations
  - Set of final construction plans, including erosion and sediment control plans, grading plans, etc. (including one "half-size" set)
  - Set of final specifications and bidding documents (if applicable)
  - Final detailed engineer's construction cost estimate including quantities, and/or bid(s)
  - All local, state, or federal permits, approvals, public or private encroachment agreements, etc. received to date for the project
  - Inspection, Operation, and Maintenance (IOM) Plan laying out the plan for regular inspection and maintenance of each proposed facility for design performance and safety in accordance with manufacturer's specifications and LFUCG's Stormwater Manual
  - Existing condition photographs
- 2) The Organization shall allow LFUCG twenty-one (21) calendar days to review the submittals and provide comments. If revised submittals are required, the Organization shall allow LFUCG ten (10) calendar days for review per submittal. LFUCG may choose to have a third party engineering consultant assist LFUCG in review of these submittals.



- 3) If the project is competitively bid, the selected contractor's unit price contract / bid list shall be provided to the LFUCG Grant Manager prior to the start of construction.
- 4) If the project is not competitively bid, the selected contractor's unit price contract shall be provided to the LFUCG Grant Manager prior to the start of construction, along with a justification for any deviations from the engineer's construction cost estimate.
- 5) **The construction phase shall begin only after the LFUCG Grant Manager gives Notice to Proceed, in writing, for the start of the construction phase of the project.**
- 6) If, during construction, the contractor requests a deviation or addition to the quantities or costs in the construction contract, the LFUCG Grant Manager shall be notified within two (2) business days. Additions or modifications to the project that are not directly related to the intended and correct function of the stormwater control project elements as described in the Project Elements listed above and in the original incentive grant application are not eligible for Grant reimbursement. Therefore, the Organization is advised that it should coordinate closely with the LFUCG Grant Manager during construction to ensure the work being performed is in compliance with this Agreement. **Note that per the Grant Award Agreement all overruns that result in the project costs exceeding the Grant amount are the responsibility of the Organization.**
- 7) After construction is completed, the Project Final Report shall include digital and hard copies of the following:
  - Summary of final construction costs and quantities
  - Copies of all federal, state, and local permits obtained for the project (if not previously provided) and any permit closure documents
  - Three (3) copies of a Record Drawing showing all field changes, and signed and sealed by the professional of record certifying the project as shown meets all original design intent
  - Copies of final inspection minutes, punch-lists, etc.
  - Photo documentation of site conditions and improvements before, during, and after construction
  - Signed *Agreement to Maintain Stormwater Control Facilities Funded by an LFUCG Class B Infrastructure Stormwater Quality Projects Incentive Grant* (Note: This form will be provided by LFUCG after construction is completed and final costs determined.)
  - Any materials generated, including those for educational purposes
- 8) LFUCG shall make final payment of the 10% retainer after acceptance of the Project Final Report.
- 9) All attachments to Requests for Funds & Project Status Reports shall reference the associated line Table 2 – Eligible Expenses.

### **PERMANENT FACILITIES / INFRASTRUCTURE**

**Ownership:** The proposed facilities are expected to reside on private property in Fayette County and be owned by the Property Owner.

**Future Inspection and Maintenance:** The Organization (and/or Property Owner) agrees to sign and abide by the terms of the *Maintenance Agreement for Stormwater Control Facilities Funded by an LFUCG Class B Infrastructure Stormwater Quality Projects Incentive Grant* included as Attachment B to the Grant Award Agreement. The property owner is solely responsible for future maintenance of the grant-funded improvements as long as the improvements are in service.

**Monitoring by LFUCG:** The Organization agrees to allow LFUCG staff future access to any property on which work is performed to monitor the installed features for compliance with this Agreement during the grant period. After the grant period has ended, the Organization (and/or Property Owner) agrees to allow LFUCG access for monitoring per the terms of the Maintenance Agreement. Water quality sampling via grab samples or other methods may be employed by LFUCG staff as part of its Kentucky Pollutant Discharge Elimination System (KPDES) MS4 Phase 1 Permit.

## **EQUIPMENT**

Any equipment purchased with the Grant shall remain the property of the Organization.

## **ADDITIONAL GRANT STIPULATIONS**

Note the following additional stipulations related to this project:

- 1) Applicant shall obtain written approval/agreement prior to work being done on properties not owned by the Applicant.
- 2) Applicant shall verify the need and ensure all permits are received (e.g., State, Local, and Federal) prior to any work.
- 3) Sidewalks must conform to LFUCG Code of Ordinances Chapter 17, Article III requirements and LFUCG Standard Drawings.
- 4) Work in the right-of-way must conform to Chapter 17C of the LFUCG Code of Ordinances and adhere to the LFUCG Standard Drawings.
- 5) In accordance with the LFUCG Stormwater Manual Chapter 10, permeable pavement and bio-infiltration swales shall be located at least 10 feet from existing and proposed buildings and sanitary sewer lines. If known sanitary sewer or basement infiltration problems exist, a greater distance shall be used.
- 6) If underground detention is provided, the property owner will be required to conform to LFUCG Code of Ordinances Chapter 16, Article X, Division 2.
- 7) Encroachment agreements shall be obtained when working within any private utility areas.
- 8) Tree plantings shall be coordinated with existing utilities prior to plantings, and if possible, trees shall not be planted within 10' of an existing utility.
- 9) Tree removal and planting activities shall be reviewed and approved by Division of Environmental Services Urban Forester and/or Arborist prior to any tree removal or planting activities.
- 10) Because of modifications to the parking areas, the applicant will need to work with LFUCG Division of Planning to verify the regulatory requirements.
- 11) An Inspection, Operations, and Maintenance (IOM) Plan shall be provided at the conclusion of the project.
- 12) Since partial funding was awarded, Applicant shall provide the Division of Water Quality with a revised budget listing how the approved funds and associated cost share will be allocated for inclusion in the Grant Award Agreement.
- 13) Both electronic and hard copies of all materials intended for the workshop are to be provided to LFUCG, for its use, as part of the grant deliverables.
- 14) Permanent signage designs to be approved by the Grant Manager or Administrator prior to production.

## **GRANT PERIOD & PROJECT SCHEDULE**

The grant period starts on the date of execution by the Mayor and extends for the time period as listed in the Grant Award Agreement. Any time extensions must be approved in writing by the LFUCG Grant Manager. The project schedule shown in Table 1 is preliminary. Proposed changes to the project which alter this schedule significantly shall be discussed with the LFUCG Grant Manager prior to implementation.

TABLE 1 – PRELIMINARY PROJECT SCHEDULE

Activity	Anticipated Date(s)
Notice to Proceed	March 2025
Kick-off meeting with LFUCG	April 2025
Design	May 2025 – September 2025
Apply for permits	October 2025
Construction	November 2025 – September 2026
Record Drawing and Project Closeout	December 2026

**PROJECT BUDGET – GRANT ELIGIBLE EXPENSES**

The project budget is broken into the following components based upon the Organization’s grant application:

- 1) Design Phase: \$ 72,000.00
- 2) Construction Phase and other items: \$ 200,102.44

TOTAL PROJECT COSTS: \$ 272,102.44
------------------------------------

The total project cost estimate and breakdown of grant to cost share is as follows:

Total Grant Share	\$ 217,681.95 (not-to-exceed)
Estimated Cost Share	\$ 54,420.49
<b>Est. Total Project Cost</b>	<b>\$ 272,102.44</b>

Table 2 lists the eligible expenses for this project. Only properly invoiced items shall be reimbursed with grant monies or counted toward the Organization’s cost share.

Any work performed on this project prior to grant award by the Urban County Council and Notice to Proceed from the LFUCG Grant Administrator is NOT an eligible expense and shall not be reimbursed or counted toward the cost share.

Construction cost items given in Table 2 are conceptual and the construction estimate will be revised and submitted to the LFUCG Grant Manager for review prior to construction and again once bids are received. **The Grant is a not-to-exceed amount, and any cost overruns are the responsibility of the Grantee.** Note that the Grant shall not be used to fund any project element that is required by local, state, or federal regulation in relation to any new development or redevelopment associated with the stormwater quality improvement project as described herein. Donated professional service hours shall be valued at the Median Hourly Wage for the service provided as published by the U.S. Department of Labor, Bureau of Labor Statistics, State Occupational Employment and Wage Estimates for Kentucky (current website: [http://www.bls.gov/oes/current/oes\\_ky.htm](http://www.bls.gov/oes/current/oes_ky.htm)).

TABLE 2 – ELIGIBLE EXPENSES

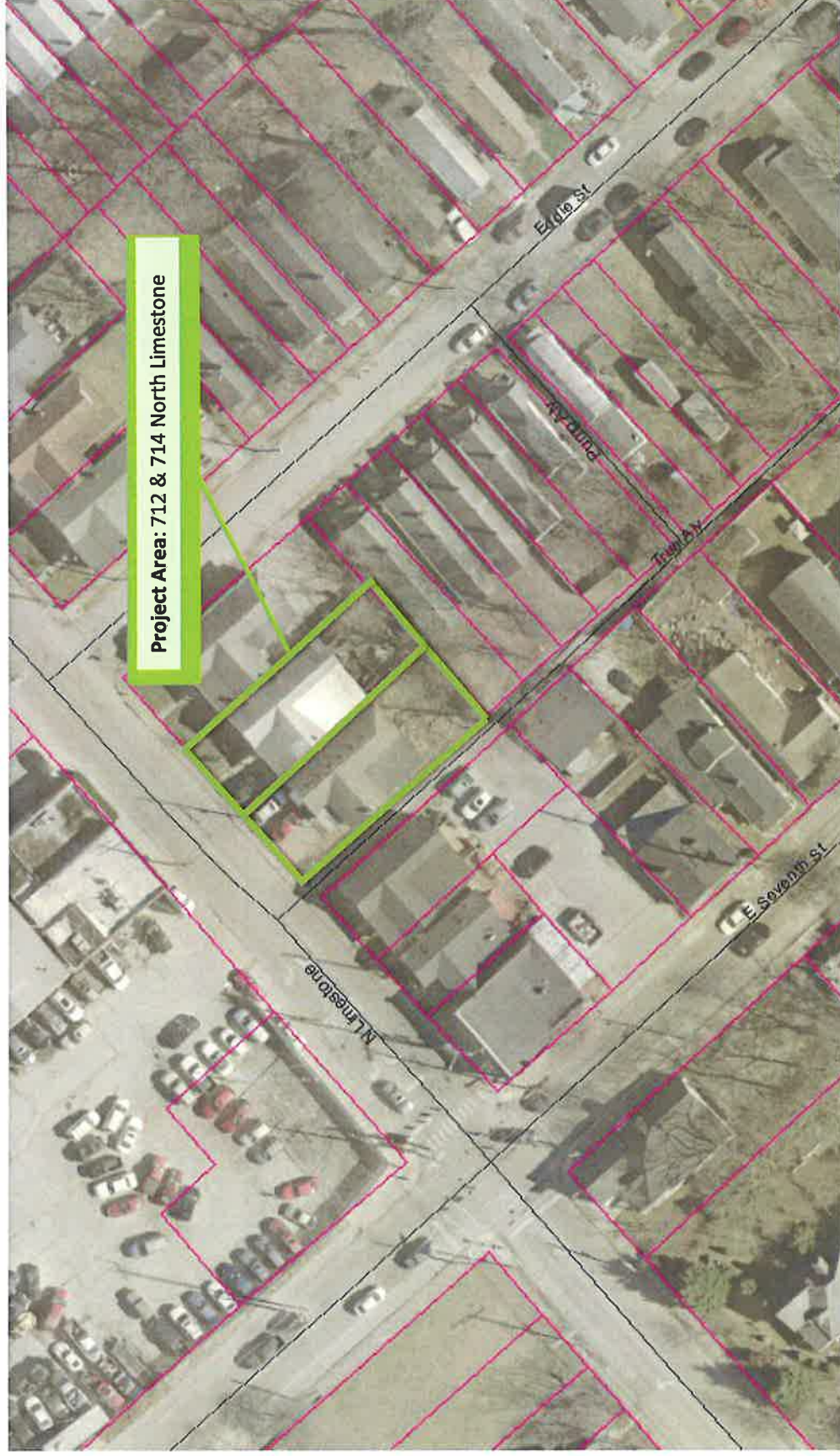
Line No.	Type of Expense	Participants	Item	Unit Price		Quantity	Funded by Organization	Funded by Grant	Total Expense
1	Design								
2	Design - Site/Civil Related Services	Consultant	Boundary, Topographic, and Utility Survey	\$ 5,000.00	LS	1.0	\$ 1,000.00	\$ 4,000.00	\$ 5,000.00
3	Design - Site/Civil Related Services	Consultant	Prepare Encroachment Agreement and Documents	\$ 5,000.00	LS	1.0	\$ 1,000.00	\$ 4,000.00	\$ 5,000.00
4	Design - Site/Civil Related Services	Consultant	Engineering Design	\$ 15,000.00	LS	1.0	\$ 3,000.00	\$ 12,000.00	\$ 15,000.00
5	Design - Structural Engineering and Architectural Services	Consultant	Architectural and Structural Design	\$ 20,000.00	LS	1.0	\$ 4,000.00	\$ 16,000.00	\$ 20,000.00
6	Design - Site/Civil Related Services	Consultant	Prepare Construction Documents	\$ 10,000.00	LS	1.0	\$ 2,000.00	\$ 8,000.00	\$ 10,000.00
7	Design - Site/Civil Related Services	Consultant	Prepare Land Disturbance Permit	\$ 2,500.00	LS	1.0	\$ 500.00	\$ 2,000.00	\$ 2,500.00
8	Design - Site/Civil Related Services	Consultant	Construction Oversight and Administration	\$ 2,000.00	LS	1.0	\$ 400.00	\$ 1,600.00	\$ 2,000.00
9	Design - Site/Civil Related Services	Consultant	Prepare Record Drawings and Project Closeout	\$ 2,500.00	LS	1.0	\$ 500.00	\$ 2,000.00	\$ 2,500.00
10	Design - Site/Civil Related Services	Consultant	Miscellaneous (Soil testing, geotechnical investigation)	\$ 10,000.00	LS	1.0	\$ 2,000.00	\$ 8,000.00	\$ 10,000.00
11	Construction								
12	Construction	Contractor	General Conditions	\$ 10,000.00	LS	1.0	\$ 2,000.00	\$ 8,000.00	\$ 10,000.00
13	Construction	Contractor	Mobilization/Demobilization	\$ 10,000.00	LS	1.0	\$ 2,000.00	\$ 8,000.00	\$ 10,000.00
14	Construction	Contractor	Demolition, Excavation, and Haul off	\$ 35.00	CY	200.0	\$ 1,400.00	\$ 5,600.00	\$ 7,000.00
15	Construction	Contractor	Erosion & Sediment Control Measures	\$ 5,000.00	LS	1.0	\$ 1,000.00	\$ 4,000.00	\$ 5,000.00
16	Construction	Contractor	Construction Staking	\$ 2,000.00	LS	1.0	\$ 400.00	\$ 1,600.00	\$ 2,000.00
17	Construction (Improvements)	Contractor	Downspouts and gutters to RWH Cisterns	\$ 6,000.00	LS	1.0	\$ 1,200.00	\$ 4,800.00	\$ 6,000.00
18	Construction (Improvements)	Contractor	Evaluate, Clean out and Rehabilitate Existing Cistern - Below Ground	\$ 20,000.00	LS	1.0	\$ 4,000.00	\$ 16,000.00	\$ 20,000.00
19	Construction (Improvements)	Contractor	Build reinforced concrete slab or deck over existing cistern	\$ 1,200.00	CY	15.0	\$ 3,600.00	\$ 14,400.00	\$ 18,000.00
20	Construction (Improvements)	Contractor	Build new roof to existing Cistern - Below Ground	\$ 15,000.00	LS	1.0	\$ 3,000.00	\$ 12,000.00	\$ 15,000.00
21	Construction (Improvements)	Contractor	Pump, electric to pump, and piping from pump to toilets and irrigation spigots.	\$ 20,000.00	LS	1.0	\$ 4,000.00	\$ 16,000.00	\$ 20,000.00
22	Construction (Improvements)	Contractor	Sidewalk - along True Alley	\$ 12.00	SF	500.0	\$ 1,200.00	\$ 4,800.00	\$ 6,000.00
23	Other (Miscellaneous) Costs								
24	Other (Miscellaneous) Costs	Project Manager	Construction Management and Grant Administration	\$ 150.00	HR	160.0	\$ 4,800.00	\$ 19,200.00	\$ 24,000.00
25	Other (Miscellaneous) Costs		Design and Construct Stormwater Educational Art Feature and Sign	\$ 10,000.00	LS	1.0	\$ 2,000.00	\$ 8,000.00	\$ 10,000.00
26	Other (Miscellaneous) Costs		Contingency	\$ 47,102.44	LS	1.0	\$ 9,420.49	\$ 37,681.95	\$ 47,102.44
27				TOTAL PROJECT BUDGET:			\$ 54,420.49	\$ 217,681.95	\$ 272,102.44
28				*COST SHARE % = 20.00% OK			ORGANIZATION SHARE 20.0%	GRANT SHARE 80.0%	
29									
30									

FIGURE 1 – MAP OF PROJECT AREA (FROM ARCREADER)





Stormwater Quality Projects Incentive Grant Program



Mediocre Creative, LLC



# Lexington-Fayette Urban County Government

## Master

200 E. Main St  
Lexington, KY 40507

**File Number: 0070-25**

**File ID:** 0070-25

**Type:** Resolution

**Status:** Approved

**Version:** 1

**Contract #:**

**In Control:** Urban County  
Council

**File Created:** 01/14/2025

**File Name:** Final Change Order Sewerability Study

**Final Action:** 02/20/2025

**Title:** A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute Change Order No. 1 with Stantec Consulting Services, Inc., for the Rural Services Area Sewer Capability Study Agreement, reducing the Contract amount by \$108,971.23, from \$337,702.00 to \$228,730.77. [Div. of Water Quality, Martin]

**Notes:**

**Sponsors:**

**Enactment Date:** 02/20/2025

**Attachments:** Blue Sheet, Change Order Contract, RESO 0070-25  
- Final Change Order Sewerability Study  
4910-1914-9585 v.1.docx

**Enactment Number:** R-046-2025

**Deed #:**

**Hearing Date:**

**Drafter:** Christina King

**Effective Date:**

### History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	01/28/2025	Approved and Referred to Docket	Urban County Council	02/06/2025		Pass
1	Urban County Council	02/06/2025	Received First Reading	Urban County Council	02/20/2025		
1	Urban County Council	02/20/2025	Approved				Pass

### Text of Legislative File 0070-25

#### Title

A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute Change Order No. 1 with Stantec Consulting Services, Inc., for the Rural Services Area Sewer Capability Study Agreement, reducing the Contract amount by \$108,971.23, from \$337,702.00 to \$228,730.77. [Div. of Water Quality, Martin]

#### Summary

Authorization to approve a final Change Order for the Rural Services Area Sewer Capability

Study Agreement with Stantec Consulting Services, Inc., reducing the Contract amount by \$108,971.23. The original Budget was \$337,702 and was completed at a cost of \$228,730.77. (L0070-25)(Martin/Albright)

Budgetary Implications [select]: Yes

Advance Document Review:

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

**Risk Management:** No

Fully Budgeted [select]: N/A

Account Number:

This Fiscal Year Impact:        \$-108,971.23

Annual Impact:        \$

Project:


Activity:

Budget Reference:

Current Balance:



TO: Mayor Linda Gorton  
Urban County Council

FROM:   
Charles H. Martin, P.E., Director  
Division of Water Quality

Date: November 15, 2024

Subject: Decreasing Change Order for Rural Service Area Sewer Capability Study

---

**Request**

Approval of a final change order for the Rural Services Area Sewer Capability Study agreement with Stantec Consulting Services, Inc., reducing the contract amount by \$108,971.23.

**Purpose of Request**

The Rural Service Area Sewer Capability Study was completed in 2023. Based on public comment received in 2024, no further work on the study is necessary so the division is recommending approval of this decreasing change order. Original budget was \$337,702, and the study was completed at a cost of \$228,730.77.

As a Tier 3 change order (greater than 10% of the original contract award) as defined by CAO Policy 15, the division is requesting approval by the Urban County Council.

**Project Cost in FY25 and in Future Budget Years**

Decreasing change order

**Are Funds Budgeted**

N/A

**Director/Commissioner**

Martin/Albright





[illegible]

To (Contractor): Stantec Consulting Services Inc. 3052 Beaumont Centre Circle, Lexington, KY 40513-1703		Contract No.	RR#254-2023	
		Original Contract Amt.	\$337,702.00	
		Cumulative Amount of Previous Change Orders	\$0.00	
		Percent Change - Previous Change Orders		0.00%
		Total Contract Amount Prior to this Change Order	\$337,702.00	
		Change Order No.	1	

**You are hereby requested to comply with the following changes from the contract plans and specification:**

Current Change Order			
Item No.	Description of changes-quantities, unit prices, change in completion date, etc.	Decrease in contract price	Increase in contract price
1	Engineering completed under budget	\$108,971.23	
2			
3			
4			
5			
6			
	Total decrease	\$108,971.23	
	Total increase		\$0.00
	Net Amount of this Change Order	(\$108,971.23)	
	New Contract Amount Including this Change Order	\$228,730.77	
	Percent Change - This Change Order		
	Percent Change - All Change Orders		-32.27%
			-32.27%

The time provided for the completion in the contract and all provisions of the contract will apply hereto.

This Change Order shall have a zero (0) calendar day time extension.

Recommended by:	(Project Manager)	Date
-----------------	-------------------	------

Reviewed / Accepted by:	(Consultant) Date	Date
		1-10-2008

Accepted by:	(Consultant) Date	10/1/2013
Accepted by:	(Contractor) Date	

Approved by:	Date:
<i>[Signature]</i>	12/22
(Contractor)	Date:

Approved by: <i>Charles A. [Signature]</i>	(Director) Date <i>1-8-25</i>
Approved by: <i>James M. [Signature]</i>	

Approved by: N/A (Less than 5%)	7/11/25	(Commissioner) Date
Approved by: N/A (Less than 5%)		

**JUSTIFICATION FOR CHANGE**

PROJECT: Rural Sewerability Study

CONTRACT NO. R#254-2023

CHANGE ORDER #: 1

1.

2. Is proposed change an alternate bid? \_\_\_Yes xNo3. Will proposed change alter the physical size of the project? \_\_\_Yes xNo

If "Yes", explain.

4. Effect of this change on other prime contractors: N/A

5. Has consent of surety been obtained? \_\_\_Yes xNot Necessary6. Will this change affect the expiration or extent of insurance coverage? \_\_\_Yes xNo

If "Yes", will the policies be extended? \_\_\_Yes \_\_\_No

7. Effect on operation and maintenance costs: N/A

8. Effect on contract completion date: N/A

\_\_\_\_\_  
Mayor\_\_\_\_\_  
Date

**LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**  
**CONTRACT MODIFICATION**

November 15, 2024

Contract Mod #: 1 (final)

CONTRACT #: R#254-2023

Project: **RURAL SEWERABILITY STUDY**


**TO: Stantec Consulting Services Inc.**

**You are hereby requested to comply with the following changes from the contract plans and specifications;**

Item No.	ADD / DEL	Description of changes	Units	Quantity	Unit Price	Decrease in contract price	Increase in contract price
1	DEL	Engineering completed under budget.	LS	1		\$ 108,971.23	\$ -
1						\$ -	\$ -
2						\$ -	\$ -
3						\$ -	\$ -
4						\$ -	\$ -
5						\$ -	\$ -
6						\$ -	\$ -
7						\$ -	\$ -
8						\$ -	\$ -
9						\$ -	\$ -
10						\$ -	\$ -
11						\$ -	\$ -
12						\$ -	\$ -
13						\$ -	\$ -
Total decrease						\$ 108,971.23	
Total increase							\$ -
Net (increase) in contract price							\$ (108,971.23)



TO: Mayor Linda Gorton  
Urban County Council

FROM:   
Charles H. Martin, P.E., Director  
Division of Water Quality

Date: November 15, 2024

Subject: Decreasing Change Order for Rural Service Area Sewer Capability Study

---

**Request**

Approval of a final change order for the Rural Services Area Sewer Capability Study agreement with Stantec Consulting Services, Inc., reducing the contract amount by \$108,971.23.

**Purpose of Request**

The Rural Service Area Sewer Capability Study was completed in 2023. Based on public comment received in 2024, no further work on the study is necessary so the division is recommending approval of this decreasing change order. Original budget was \$337,702, and the study was completed at a cost of \$228,730.77.

As a Tier 3 change order (greater than 10% of the original contract award) as defined by CAO Policy 15, the division is requesting approval by the Urban County Council.

**Project Cost in FY25 and in Future Budget Years**

Decreasing change order

**Are Funds Budgeted**

N/A

**Director/Commissioner**

Martin/Albright



RESOLUTION NO. \_\_\_\_\_ - 2025

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE CHANGE ORDER NO. 1 WITH STANTEC CONSULTING SERVICES, INC., FOR THE RURAL SERVICES AREA SEWER CAPABILITY STUDY AGREEMENT, REDUCING THE CONTRACT AMOUNT BY \$108,971.23, FROM \$337,702.00 TO \$228,730.77.

---

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute change order No. 1, which is attached hereto and incorporated herein by reference, for the Rural Services Area Sewer Capability Study Agreement with Stantec Consulting Services, Inc., reducing the contract amount by \$108,971.23, from \$337,702.00 to \$228,730.77.

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

0070-25:CWE:4910-1914-9585, v. 1



# Lexington-Fayette Urban County Government

## Master

200 E. Main St  
Lexington, KY 40507

**File Number: 0074-25**

**File ID:** 0074-25

**Type:** Resolution

**Status:** Approved

**Version:** 2

**Contract #:**

**In Control:** Urban County  
Council

**File Created:** 01/16/2025

**File Name:** Release of Easement at 1180 Newtown Pike

**Final Action:** 02/20/2025

**Title:** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute a Release of Easement, releasing a portion of a utility easement on the property located at 1180 Newtown Pike. [Div. of Water Quality, Martin]

**Notes:** SAF in the cco. returned to Debbie Barnett 3/10/2025. MS

**Sponsors:**

**Enactment Date:** 02/20/2025

**Attachments:** Blue Sheet Memo, Newtown1180, Release of Easement Contract, RESO 0074-25- Release of utility easement (1180 Newtown Pike) 4911-0590-4662 v.1.docx, Deed #8260

**Enactment Number:** R-047-2025

**Deed #:** 8260

**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	01/28/2025	Approved and Referred to Docket	Urban County Council	02/06/2025		Pass
2	Urban County Council	02/06/2025	Received First Reading	Urban County Council	02/20/2025		
2	Urban County Council	02/20/2025	Approved				Pass

### Text of Legislative File 0074-25

#### Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute a Release of Easement, releasing a portion of a utility easement on the property located at 1180 Newtown Pike. [Div. of Water Quality, Martin]

#### Summary

Authorization to execute a Release of Easement at 1180 Newtown Pike. The Easement is no longer needed. (L0074-25) (Martin/Albright)

Budgetary Implications [select]: No

Advance Document Review:

**Law:** Evan Thompson 12/9/24

**Risk Management:** No

Fully Budgeted [select]: N/A

Account Number:

This Fiscal Year Impact: \$

Annual Impact: \$

Project:


Activity:

Budget Reference:

Current Balance:



**TO:** Mayor Linda Gorton  
Urban County Council

**FROM:** Gregory S. Lubeck, P.E., Deputy Director   
Division of Water Quality

**DATE:** December 11, 2024

**SUBJECT:** RELEASE OF A UTILITY EASEMENT AT 1180 NEWTOWN PIKE

**Request**

The purpose of this memorandum is to request a resolution authorizing the Mayor on behalf of the Lexington-Fayette Urban County Government to execute a release of a utility easement at 1180 Newtown Pike.

**Purpose of Request**

The easement is no longer needed.

**Project Cost in FY25**

There is no cost with this request.

**Project Cost Impact for Future Budget Years**

There is no projected future cost.

**Are Funds Budgeted**

N/A.

**Law Review**

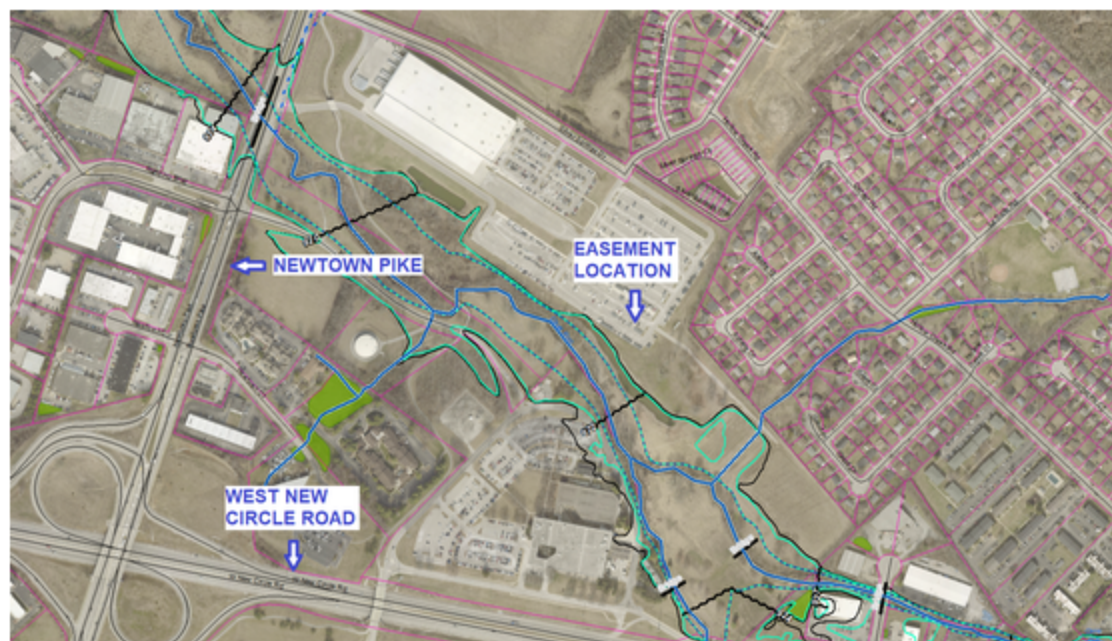
E. Thompson, 12/09/2024.

Martin/Albright

DRB







THIS INSTRUMENT PREPARED BY:



P. Branden Gross  
Dentons Bingham Greenebaum LLP  
300 West Vine Street, Suite 1200  
Lexington, Kentucky 40507  
Phone: (859) 288-4632  
[Branden.gross@dentons.com](mailto:Branden.gross@dentons.com)

#### DEED OF RELEASE OF UTILITY EASEMENT

THIS RELEASE OF UTILITY EASEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government organized pursuant to KRS Chapter 67A, 200 East Main Street, 9th Floor, Lexington, Kentucky 40507, Party of the First Part, in favor of **EXETER NEWTOWN LAND, LLC**, a Delaware limited liability company, with a mailing address of 101 West Elm Street, Suite 600, Conshohocken, Pennsylvania 19428, Party of the Second Part.

WHEREAS, the Party of the Second Part is the owner of property known as 1180 Newtown Pike, Lexington, Fayette County, Kentucky, being all of Lot 2, as shown on the plats of Lexmark International Subdivision to the City of Lexington, Fayette County, Kentucky recorded in Plat Cabinet S, Slide 118, being an amendment to Plat Cabinet R, Slide 785, in the Fayette County Clerk's Office as further amended by plat recorded in Plat Cabinet S, Slide 271, in the aforesaid office (the "Property"); and

WHEREAS, there is a utility easement located on the Property that is no longer needed.

NOW, WHEREFORE, THAT FOR AND IN CONSIDERATION of the sum of One Dollar (\$1.00), the receipt of all of which is hereby acknowledged, the Party of the First Part does hereby forever release unto the Party of the Second Part, its successors and assigns forever, all of its right, title and interest in and to the following described utility easement:

Lexmark International Subdivision, Lot 2  
1180 Newtown Pike

Please see the utility easement to be released as described by metes and bounds description in EXHIBIT "A", and by graphic illustration (hatched area) in EXHIBIT "B". EXHIBITS "A" and "B" are attached hereto and incorporated by reference herein.

The easement which is the subject of this Release is shown on the plat of Lexmark International Subdivision, Lot 2, recorded in Plat Cabinet S, Slide 118, being an amendment to Plat Cabinet R, Slide 785, in the office of the Fayette County Clerk, as further amended by plat recorded in Plat Cabinet S, Slide 271, in the aforesaid office.

PROVIDED, HOWEVER, the Party of the First Part hereby specifically retains its right, title and all interest in and to all other utility easements on the Property and/or as shown on the plat recorded in Plat Cabinet S, Slide 118, being an amendment to Plat Cabinet R, Slide 785, as further amended by plat recorded in Plat Cabinet S, Slide 271, unless previously released in the office of the Fayette County Clerk.

21863552.v3

Lexington Fayette Urban County Government expressly retains all other easement rights of which it may have an interest, as shown on the plats recorded in Plat Cabinet R, Slide 785, and Plat Cabinet S, Slide 118, in the Fayette County Clerk's Office along with all prior and subsequent easement rights to which Lexington Fayette Urban County Government has an interest, except for the easement rights released and particularly described above.

<Signature Page Follows>

IN WITNESS WHEREOF, Lexington Fayette Urban County Government has caused these presents to be signed by the officer set for below on this \_\_\_\_ day of \_\_\_\_, 20\_\_.

**LEXINGTON FAYETTE URBAN COUNTY  
GOVERNMENT**, an urban county government  
created pursuant to KRS Chapter 67A

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

**Its:**

Date Signed: \_\_\_\_\_

STATE OF KENTUCKY )

The foregoing instrument was acknowledged before me this the \_\_\_\_ day of 20\_\_\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of **LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government created pursuant to KRS Chapter 67A, on behalf of said urban county government.

[AFFIX SEAL]

Print Name: \_\_\_\_\_  
 NOTARY PUBLIC  
 My Commission Expires: \_\_\_\_\_  
 Notary ID No.: \_\_\_\_\_

# EA Partners, PLLC

CIVIL ENGINEERS • LAND SURVEYORS • LANDSCAPE ARCHITECTS  
3111 WALL STREET  
LEXINGTON, KENTUCKY 40513  
PHONE (859) 296-9889  
FACSIMILE (859) 296-9887

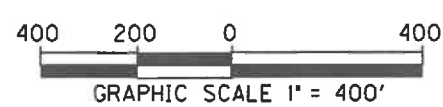
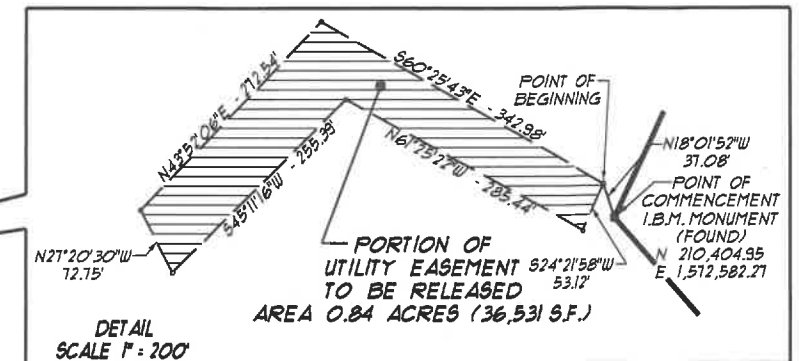
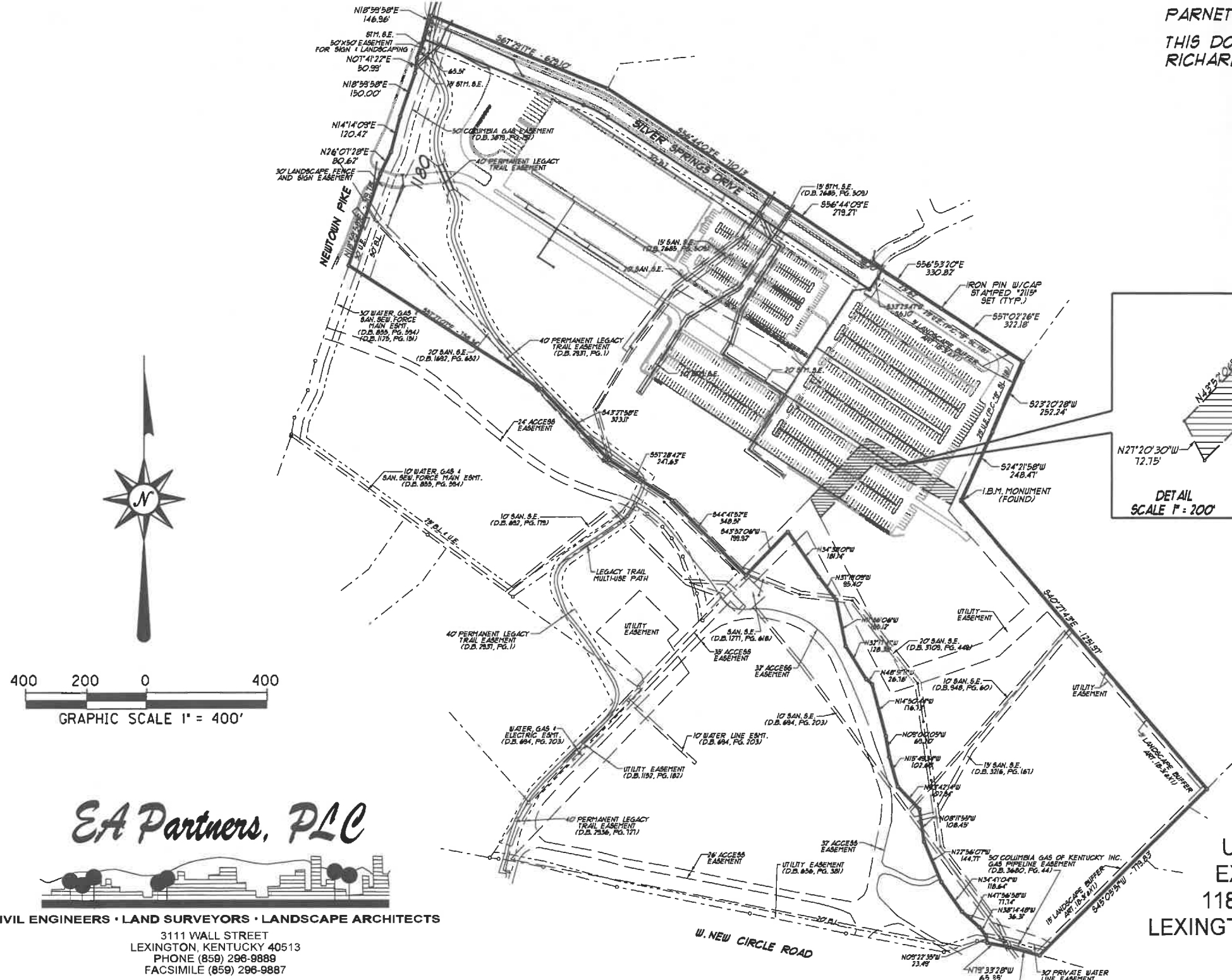
## EXHIBIT “A”

August 22, 2024

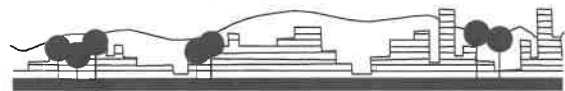
Boundary Description  
Utility Easement Release  
1180 Newtown Pike (a portion of)  
Lexington, Fayette County, Kentucky

**COMMENCING AT A POINT** in a northeastern corner of Lot 2, said point being a I.B.M. monument (found) as shown on the Amended Final Record Plat of Lexmark International Corporation Lot 2 known as 1180 Newtown Pike as recorded in Plat Cabinet S, Slide 271 of record in the Fayette County Clerk’s office, and having Kentucky State Plane North Zone Coordinates of N 210.404.95, E 1,572,582.27; thence North 18 Degrees 01 Minutes 52 Seconds West a distance of 37.08 feet to the **TRUE POINT BEGINNING**; thence South 24 Degrees 21 Minutes 58 Seconds West a distance of 53.12 feet to a point; thence North 61 Degrees 25 Minutes 22 Seconds West a distance of 285.44 feet to a point; thence South 45 Degrees 11 Minutes 16 Seconds West a distance of 255.39 feet to a point; thence North 27 Degrees 20 Minutes 30 Seconds West for a distance of 72.75 feet; thence North 43 Degrees 52 Minutes 06 Seconds East a distance of 272.54 feet to a point; thence South 60 Degrees 25 Minutes 43 Seconds East a distance of 342.98 feet to the **POINT OF BEGINNING** and containing 0.84 acres (36,531 square feet).

THIS DOCUMENT WAS PREPARED BY:  
RICHARD B. NUNNERY, PLS #3992.



**EA Partners, PLLC**



CIVIL ENGINEERS • LAND SURVEYORS • LANDSCAPE ARCHITECTS  
3111 WALL STREET  
LEXINGTON, KENTUCKY 40513  
PHONE (859) 296-9889  
FACSIMILE (859) 296-9887

**EXHIBIT "B"**  
**UTILITY EASEMENT RELEASE**  
**EXETER NEWTOWN LAND, LLC**  
**1180 NEWTOWN PIKE (a portion of)**  
**LEXINGTON, FAYETTE COUNTY, KENTUCKY**  
**AUGUST, 2024**

RESOLUTION NO. \_\_\_\_\_ – 2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A RELEASE OF EASEMENT, RELEASING A PORTION OF A UTILITY EASEMENT ON THE PROPERTY LOCATED AT 1180 NEWTOWN PIKE.

---

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute a Release of Easement, which is attached hereto and incorporated herein by reference, releasing a portion of a utility easement on the property located at 1180 Newtown Pike.

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  
0074-25:EPT\_4911-0590-4662, v. 1



Copy in lieu of original

R-047-2025  
Deed # 8260

THIS INSTRUMENT PREPARED BY:



P. Branden Gross  
Dentons Bingham Greenebaum LLP  
300 West Vine Street, Suite 1200  
Lexington, Kentucky 40507  
Phone: (859) 288-4632  
[Branden.gross@dentons.com](mailto:Branden.gross@dentons.com)

#### DEED OF RELEASE OF UTILITY EASEMENT

THIS RELEASE OF UTILITY EASEMENT is made and entered into this 10 day of March, 2025, by **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government organized pursuant to KRS Chapter 67A, 200 East Main Street, 9th Floor, Lexington, Kentucky 40507, Party of the First Part, in favor of **EXETER NEWTOWN LAND, LLC**, a Delaware limited liability company, with a mailing address of 101 West Elm Street, Suite 600, Conshohocken, Pennsylvania 19428, Party of the Second Part.

WHEREAS, the Party of the Second Part is the owner of property known as 1180 Newtown Pike, Lexington, Fayette County, Kentucky, being all of Lot 2, as shown on the plats of Lexmark International Subdivision to the City of Lexington, Fayette County, Kentucky recorded in Plat Cabinet S, Slide 118, being an amendment to Plat Cabinet R, Slide 785, in the Fayette County Clerk's Office as further amended by plat recorded in Plat Cabinet S, Slide 271, in the aforesaid office (the "Property"); and

WHEREAS, there is a utility easement located on the Property that is no longer needed.

NOW, WHEREFORE, THAT FOR AND IN CONSIDERATION of the sum of One Dollar (\$1.00), the receipt of all of which is hereby acknowledged, the Party of the First Part does hereby forever release unto the Party of the Second Part, its successors and assigns forever, all of its right, title and interest in and to the following described utility easement:

Lexmark International Subdivision, Lot 2

1180 Newtown Pike

Please see the utility easement to be released as described by metes and bounds description in EXHIBIT "A", and by graphic illustration (hatched area) in EXHIBIT "B". EXHIBITS "A" and "B" are attached hereto and incorporated by reference herein.

The easement which is the subject of this Release is shown on the plat of Lexmark International Subdivision, Lot 2, recorded in Plat Cabinet S, Slide 118, being an amendment to Plat Cabinet R, Slide 785, in the office of the Fayette County Clerk, as further amended by plat recorded in Plat Cabinet S, Slide 271, in the aforesaid office.

PROVIDED, HOWEVER, the Party of the First Part hereby specifically retains its right, title and all interest in and to all other utility easements on the Property and/or as shown on the plat recorded in Plat Cabinet S, Slide 118, being an amendment to Plat Cabinet R, Slide 785, as further amended by plat recorded in Plat Cabinet S, Slide 271, unless previously released in the office of the Fayette County Clerk.

Lexington Fayette Urban County Government expressly retains all other easement rights of which it may have an interest, as shown on the plats recorded in Plat Cabinet R, Slide 785, and Plat Cabinet S, Slide 118, in the Fayette County Clerk's Office along with all prior and subsequent easement rights to which Lexington Fayette Urban County Government has an interest, except for the easement rights released and particularly described above.

<Signature Page Follows>

IN WITNESS WHEREOF, Lexington-Fayette Urban County Government has caused these presents to be signed by the officer set for below on this 10<sup>th</sup> day of March, 2025

**LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government created pursuant to KRS Chapter 67A

By: Linda Clorton

Print Name: Linda Clorton

Its: Mayer

Date Signed: 3/10/2025

STATE OF KENTUCKY )  
COUNTY OF Fayette )

The foregoing instrument was acknowledged before me this the 10<sup>th</sup> day of March, 2025, by Linda Clorton, as Mayer of **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government created pursuant to KRS Chapter 67A, on behalf of said urban county government.

[AFFIX SEAL]

MacKenzie Stock  
Print Name: MacKenzie Stock  
NOTARY PUBLIC  
My Commission Expires: 11/24/2027  
Notary ID No.: KYNP 82853

## *EA Partners, PLLC*

---

CIVIL ENGINEERS • LAND SURVEYORS • LANDSCAPE ARCHITECTS  
 3111 WALL STREET  
 LEXINGTON, KENTUCKY 40513  
 PHONE (859) 296-9889  
 FACSIMILE (859) 296-9887

### EXHIBIT "A"

August 22, 2024

Boundary Description  
 Utility Easement Release  
 1180 Newtown Pike (a portion of)  
 Lexington, Fayette County, Kentucky

**COMMENCING AT A POINT** in a northeastern corner of Lot 2, said point being a I.B.M. monument (found) as shown on the Amended Final Record Plat of Lexmark International Corporation Lot 2 known as 1180 Newtown Pike as recorded in Plat Cabinet S, Slide 271 of record in the Fayette County Clerk's office, and having Kentucky State Plane North Zone Coordinates of N 210,404.95, E 1,572,582.27; thence North 18 Degrees 01 Minutes 52 Seconds West a distance of 37.08 feet to the **TRUE POINT BEGINNING**; thence South 24 Degrees 21 Minutes 58 Seconds West a distance of 53.12 feet to a point; thence North 61 Degrees 25 Minutes 22 Seconds West a distance of 285.44 feet to a point; thence South 45 Degrees 11 Minutes 16 Seconds West a distance of 255.39 feet to a point; thence North 27 Degrees 20 Minutes 30 Seconds West for a distance of 72.75 feet; thence North 43 Degrees 52 Minutes 06 Seconds East a distance of 272.54 feet to a point; thence South 60 Degrees 25 Minutes 43 Seconds East a distance of 342.98 feet to the **POINT OF BEGINNING** and containing 0.84 acres (36,531 square feet).

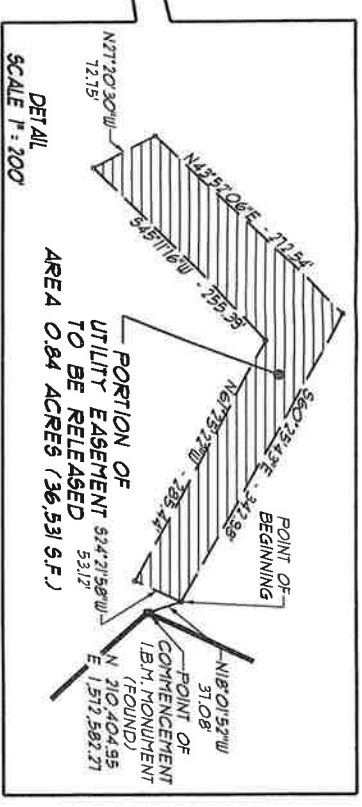


EXHIBIT "B"  
UTILITY EASEMENT RELEASE  
EXETER NEWTOWN LAND, LLC  
1180 NEWTOWN PIKE (a portion of)  
LEXINGTON, FAYETTE COUNTY, KENTUCKY  
AUGUST, 2024



# Lexington-Fayette Urban County Government

## Master

200 E. Main St  
Lexington, KY 40507

**File Number: 0076-25**

**File ID:** 0076-25

**Type:** Resolution

**Status:** Approved

**Version:** 1

**Contract #:**

**In Control:** Urban County  
Council

**File Created:** 01/16/2025

**File Name:** Release of Easement 2724 Kearney Creek Lane

**Final Action:** 02/20/2025

**Title:** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute a Release of Easement, releasing a portion of a street light easement on the property located at 2724 Kearney Creek Lane. [Div. of Water Quality, Martin]

**Notes:** SBY, CLIOO in CCO. Returned to Debbie Barnett via IOM 3/10/2025.MS

**Sponsors:**

**Enactment Date:** 02/20/2025

**Attachments:** Blue Sheet Memo, KearneyCreek18,  
KearneyCreek2724 Map, RESO 0076-25- Release  
Street Light Easement (2724 Kearney Creek)  
4912-4844-5462 v.1.docx, R-048-2025, Contract  
#048-2025 - G;lendover, Deed #8261

**Enactment Number:** R-048-2025

**Deed #:** 8261

**Hearing Date:**

**Drafter:** Christina King

**Effective Date:**

### History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	01/28/2025	Approved and Referred to Docket	Urban County Council	02/06/2025		Pass
1	Urban County Council	02/06/2025	Received First Reading	Urban County Council	02/20/2025		
1	Urban County Council	02/20/2025	Approved				Pass

### Text of Legislative File 0076-25

#### Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute a Release of Easement, releasing a portion of a street light easement on the property located at 2724 Kearney Creek Lane. [Div. of Water Quality, Martin]

#### Summary

Authorization to execute a Release of Easement at 2724 Kearney Creek Lane. The easement is no longer needed. (L0076-24) (Martin/Albright)

Budgetary Implications [select]: No

Advance Document Review:

**Law:** Yes Evan Thompson 12/20/24

**Risk Management:**

Fully Budgeted [select]: N/A

Account Number:

This Fiscal Year Impact: \$

Annual Impact: \$

Project:

Activity:

Budget Reference:

Current Balance:





**TO:** Mayor Linda Gorton  
Urban County Council

**FROM:** Gregory S. Lubeck, P.E., Deputy Director  
Division of Water Quality

**DATE:** January 15, 2025

**SUBJECT:** RELEASE OF A STREET LIGHT EASEMENT AT 2724 KEARNEY CREEK LANE

Request

The purpose of this memorandum is to request a resolution authorizing the Mayor on behalf of the Lexington-Fayette Urban County Government to execute a release of a street light easement at 2724 Kearney Creek Lane.

Purpose of Request

The easement is no longer needed.

Project Cost in FY25

There is no cost with this request.

Project Cost Impact for Future Budget Years

There is no projected future cost.

Are Funds Budgeted

N/A.

Law Review

E. Thompson, 12/20/2024.

Martin/Albright

DRB

cc: Debbie R. Barnett  
Gregory Lubeck, PE



RELEASE OF EASEMENT

THIS RELEASE OF EASEMENT made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, an urban county government of the Commonwealth of Kentucky, 200 East Main Street, Lexington, Kentucky 40507 ("LFUCG") in favor of Barlow Homes LLC (n/k/a Midsouth Homes, LLC), a Kentucky limited liability company, 161 N Eagle Creek, Suite 200, Lexington, Kentucky 40509 ("Owner").

WITNESSETH:

That for and in consideration of One Dollar (\$1.00) and other good and valuable consideration, the adequacy and sufficiency of which is hereby acknowledged, LFUCG does hereby release all of its right, title and interest in and to that certain six (6') foot wide Street Light Easement located entirely upon Lot 109A, Unit 1-B, Ramsey/Sullivan Property as shown on the amended final record plat thereof of record in Plat Cabinet "S", Slide 134, in the Office of the Fayette County Court, and designated as 2724 Kearney Creek Lane, Lexington, Kentucky, which easement being released is shown on the Exhibit attached hereto as Exhibit "A", and is described on Exhibit "B" attached hereto.

LFUCG does hereby release all its right, title, and interest in and to the above-described easement. It is the intent of LFUCG to forever extinguish that certain Street Light Easement above described and that the owner of said property, its successors, and assigns, shall hereinafter have and use said premises free and absolutely discharged from said easement. It is understood that in making this release, all other easements shown on the plat or otherwise of record shall remain unaffected by this release, and LFUCG expressly retains all other easement rights in which it may have an interest aside from those released as described above.

IN WITNESS WHEREOF, LFUCG has hereunto caused its name to be affixed hereto by and through its duly authorized officer, on this the day and year first above written.

LEXINGTON-FAYETTE URBAN  
COUNTY GOVERNMENT

Attest:

\_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF KENTUCKY  
COUNTY OF FAYETTE

The foregoing Release of Easement was subscribed, sworn to and acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_ as \_\_\_\_\_, of Lexington-Fayette Urban County Government, an urban county government, for and on behalf of said government.

MY COMMISSION EXPIRES:

\_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC, State-at-Large,  
Commonwealth of Kentucky

Notary ID: \_\_\_\_\_

\_\_\_\_\_  
Notary Public Printed Name

PREPARED BY:

*W. Rodes Brown*

\_\_\_\_\_  
W. RODES BROWN  
JACKSON KELLY PLLC  
City Center  
100 West Main Street, Suite 700  
P.O. Box 2150  
Lexington, KY 40588-2150  
Telephone: (859) 255-9500

EXHIBIT



110

109A

109B

S19°17'37"W 149.72'

S70°42'23"E  
(41.00')

51.00'

6.00'

10' U.E.

P.O.B.

N19°17'37"E 157.26'

6' S.L.E.

S19°17'37"W

157.88'

S19°17'37"W

158.43'

6' S.L.E. (P.C. 5", S.L. 134)

2724

ABANDONED  
EASEMENT  
AREA  
945.80 SQ. FT.  
0.0217 AC.

20' B.L.

2724

L=6.05'  
R=400.00'  
N63°42'25"W

6.05'

KEARNEY CREEK LANE

John Hill



STREET LIGHT ABANDONMENT EXHIBIT  
MIDSOUTH HOMES LLC

OF

2724 KEARNEY CREEK LANE

LOT 109A,

RAMSEY/SULLIVAN PROPERTY, UNIT 1-B,

PLAT CABINET "S", SLIDE 134

LEXINGTON, KENTUCKY

OCTOBER 13, 2024

JOHN W. HILL  
7001 BRADY WAY  
RICHMOND, KY 40475  
PHONE: (859) 621-9155  
john.hill4378@yahoo.com

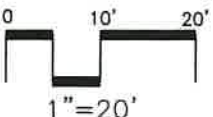


Exhibit "B"

Legal Description Street Light Easement

Beginning at a point, said point being S70°42'23"E 41.00' from the northwest corner of Lot 109A Ramsey/Sullivan Property, Unit 1-B (Plat Cabinet "S", Slide 134); thence with the rear boundary of aforesaid Lot 109A, S70°42'23"E 6.00' to a point; thence leaving boundary and through the aforesaid Lot 109A, S19°17'37"W 157.99' to a point right-of-way of Kearney Creek Lane; thence with right-of-way of Kearney Creek Lane along a curve to the right, having a chord of, N63°42'25"W 6.05', with a radius of 400.00' and an arc length of 6.05' to a point; thence leaving said right-of-way of Kearney Creek Lane and through the aforesaid Lot 109A, N19°17'37"E 157.26'' to the Point of Beginning and Containing 945.80 Sq. Ft and 0.0217 Ac..

End of Description



RESOLUTION NO. \_\_\_\_\_ – 2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A RELEASE OF EASEMENT, RELEASING A PORTION OF A STREET LIGHT EASEMENT ON THE PROPERTY LOCATED AT 2724 KEARNEY CREEK LANE.

---

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute a Release of Easement, which is attached hereto and incorporated herein by reference, releasing a portion of a street light easement on the property located at 2724 Kearney Creek Lane.

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  
0076-25:EPT\_4912-4844-5462, v. 1

RESOLUTION NO. 048 – 2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A RELEASE OF EASEMENT, RELEASING A PORTION OF A STREET LIGHT EASEMENT ON THE PROPERTY LOCATED AT 2724 KEARNEY CREEK LANE.

---

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute a Release of Easement, which is attached hereto and incorporated herein by reference, releasing a portion of a street light easement on the property located at 2724 Kearney Creek Lane.

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

PASSED URBAN COUNTY COUNCIL: February 20, 2025

  
\_\_\_\_\_  
MAYOR

ATTEST:

  
\_\_\_\_\_  
CLERK OF URBAN COUNTY COUNCIL  
0076-25:EPT\_4912-4844-5462, v. 1



## AGREEMENT

THIS AGREEMENT, made and entered into on the 11th day of March, 2025 by and between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, an Urban County Government of the Commonwealth of Kentucky, created pursuant to KRS Chapter 67A (Hereinafter "Government"), on behalf of its Office of the Urban County Council, and Glendover Elementary PTA (Hereinafter "Organization"), of 710 Glendover Rd., 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 \$965 (Nine Hundred Sixty-Five Dollars and No Cents) for the following lawful public purpose:  
*[For a tree planting project on school grounds]*
2. **Finalization of Agreement.** Organization shall return this Agreement to the Council Administrator's Office on or before April 10<sup>th</sup>, 2025. If Organization **fails to sign and return this Agreement within 30 days, Organization shall be deemed to have forfeited the Neighborhood Development Funds and Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year.**
3. **Receipt of Funds.** Upon return of the signed Agreement to the Council Administrator's Office, the Council Administrator shall issue the check to the Organization. The check shall be timely deposited by the Organization within 60 days of receipt. If the Organization **fails to deposit the check within 60 days of receipt, the Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year.** Under no circumstances shall a check that the Organization fails to deposit within sixty (60) days of receipt be re-issued by the Government.
4. **Required Documentation.** Organization shall submit all relevant receipts and financial documentation to Councilmember LeGris's office, documenting the use of the granted funds for the specified lawful public purpose, within six (6) months of receiving the Neighborhood Development Fund check. If Organization **fails to provide the required documentation, the Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year.**

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


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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By:   
Linda Gorton, MAYOR

ATTEST:

  
CLERK OF URBAN COUNTY COUNCIL

By:   
(Kara Webb)  
(Glendover Elementary PTA)

R-048-2025  
Deed #8261

RELEASE OF EASEMENT

THIS RELEASE OF EASEMENT made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, an urban county government of the Commonwealth of Kentucky, 200 East Main Street, Lexington, Kentucky 40507 ("LFUCG") in favor of Barlow Homes LLC (n/k/a Midsouth Homes, LLC), a Kentucky limited liability company, 161 N Eagle Creek, Suite 200, Lexington, Kentucky 40509 ("Owner").

WITNESSETH:


That for and in consideration of One Dollar (\$1.00) and other good and valuable consideration, the adequacy and sufficiency of which is hereby acknowledged, LFUCG does hereby release all of its right, title and interest in and to that certain six (6') foot wide Street Light Easement located entirely upon Lot 109A, Unit 1-B, Ramsey/Sullivan Property as shown on the amended final record plat thereof of record in Plat Cabinet "S", Slide 134, in the Office of the Fayette County Court, and designated as 2724 Kearney Creek Lane, Lexington, Kentucky, which easement being released is shown on the Exhibit attached hereto as Exhibit "A", and is described on Exhibit "B" attached hereto.

LFUCG does hereby release all its right, title, and interest in and to the above-described easement. It is the intent of LFUCG to forever extinguish that certain Street Light Easement above described and that the owner of said property, its successors, and assigns, shall hereinafter have and use said premises free and absolutely discharged from said easement. It is understood that in making this release, all other easements shown on the plat or otherwise of record shall remain unaffected by this release, and LFUCG expressly retains all other easement rights in which it may have an interest aside from those released as described above.

IN WITNESS WHEREOF, LFUCG has hereunto caused its name to be affixed hereto by and through its duly authorized officer, on this the day and year first above written.

LEXINGTON-FAYETTE URBAN  
COUNTY GOVERNMENT

Attest:  


By:   
Its: 

STATE OF KENTUCKY  
COUNTY OF FAYETTE

The foregoing Release of Easement was subscribed, sworn to and acknowledged before me this 10<sup>th</sup> day of March, 20  , by Linda Gorton as Mayor, of Lexington-Fayette Urban County Government, an urban county government, for and on behalf of said government.

MY COMMISSION EXPIRES:

October 3, 2027

Michelle Nelson  
NOTARY PUBLIC, State-at-Large,  
Commonwealth of Kentucky

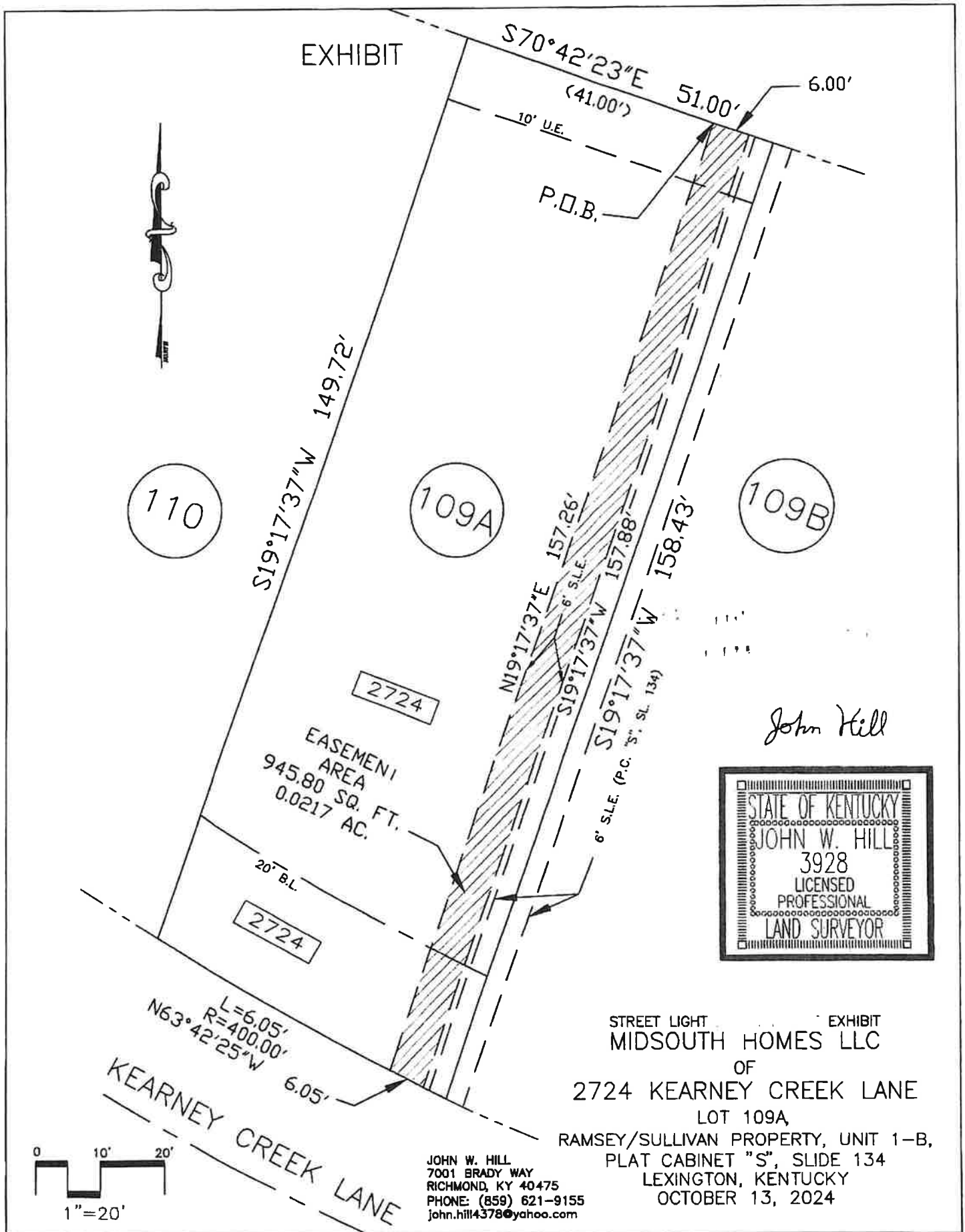
Notary ID: KYNP80390

Michelle Nelson  
Notary Public Printed Name

PREPARED BY:

W. Rodes Brown

W. RODES BROWN  
JACKSON KELLY PLLC  
City Center  
100 West Main Street, Suite 700  
P.O. Box 2150  
Lexington, KY 40588-2150  
Telephone: (859) 255-9500



### Exhibit "B"

#### Legal Description Street Light Easement

Beginning at a point, said point being S70°42'23"E 41.00' from the northwest corner of Lot 109A Ramsey/Sullivan Property, Unit 1-B (Plat Cabinet "S", Slide 134); thence with the rear boundary of aforesaid Lot 109A, S70°42'23"E 6.00' to a point; thence leaving boundary and through the aforesaid Lot 109A, S19°17'37"W 157.99' to a point right-of-way of Kearney Creek Lane; thence with right-of-way of Kearney Creek Lane along a curve to the right, having a chord of, N63°42'25"W 6.05', with a radius of 400.00' and an arc length of 6.05' to a point; thence leaving said right-of-way of Kearney Creek Lane and through the aforesaid Lot 109A, N19°17'37"E 157.26'' to the Point of Beginning and Containing 945.80 Sq. Ft and 0.0217 Ac..

End of Description



# Lexington-Fayette Urban County Government

## Master

200 E. Main St  
Lexington, KY 40507

**File Number: 0077-25**

**File ID:** 0077-25

**Type:** Resolution

**Status:** Approved

**Version:** 1

**Contract #:**

**In Control:** Urban County  
Council

**File Created:** 01/16/2025

**File Name:** Fontaine Road Speed Limit Reduction

**Final Action:** 02/20/2025

**Title:** A Resolution designating the speed limit on Fontaine Rd., between Richmond Rd. and Chinoe Rd., as 30 miles per hour and authorizing and directing the Div. of Traffic Engineering to install proper and appropriate signs in accordance with the designation. [Div. of Traffic Engineering, Neal]

**Notes:** Lowering the speed limit of the remaining portion of Fontaine Road from 35 to 30 mph.

**Sponsors:**

**Enactment Date:** 02/20/2025

**Attachments:** Blue Sheet Memo\_Fontaine Road Speed Limit.pdf,  
Fontaine Rd NTMP Analysis 2022.06.30.pdf, RESO  
0077-25 Fontaine Road Speed Limit  
4906-1984-4881 v.1.docx, R-049-2025

**Enactment Number:** R-049-2025

**Deed #:**

**Hearing Date:**

**Drafter:** J. Neal

**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	01/28/2025	Approved and Referred to Docket	Urban County Council	02/06/2025		Pass
1	Urban County Council	02/06/2025	Received First Reading	Urban County Council	02/20/2025		
1	Urban County Council	02/20/2025	Approved				Pass

### Text of Legislative File 0077-25

#### Title

A Resolution designating the speed limit on Fontaine Rd., between Richmond Rd. and Chinoe Rd., as 30 miles per hour and authorizing and directing the Div. of Traffic Engineering to install proper and appropriate signs in accordance with the designation. [Div. of Traffic Engineering, Neal]

#### Summary

Authorization to lower the speed limit on Fontaine Road (Richmond Road to Chinoe Road)

from 35mph to 30mph, as recommended by the Division of Traffic Engineering. No

Budgetary impact. (L0077-25) (Neal/Albright)

Budgetary Implications: No

Advance Document Review:

**Law:** No

**Risk Management:** No

Fully Budgeted: Yes

Account Number: N/A

This Fiscal Year Impact: \$0.00

Annual Impact: \$0.00

Project:

Activity:


Budget Reference:

Current Balance:





TO: Mayor Linda Gorton  
Urban County Council

FROM:   
Jeffery Neal, Director  
Division of Traffic Engineering

DATE: January 16, 2025

SUBJECT: Speed Limit Change – Fontaine Road (Richmond Road to Chinoe Road)

---

### **Request**

Authorization to change the posted speed limit of Fontaine Road from 35 mph to 30 mph.

### **Why are you requesting?**

A recent speed/safety study of Fontaine Road concluded that the portion from Richmond Road to Lakeshore Drive should have a speed limit reduction from 35 to 30 mph to help reduce collisions on the section nearest Henry Clay High School. Since Fontaine Road is already signed for 30 mph west of Chinoe Road, we recommend lowering the remaining 0.65 mile portion between Lakeshore Drive and Chinoe Road for consistency along the corridor.

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

The cost for this FY is: \$ 0.00

The cost for future FY is: \$ 0.00

### **Are the funds budgeted?**

Yes

### **File Number:**

**Director/Commissioner:** Neal/Albright



Map - Fontaine Road (Richmond Road to East High Street)







## **Traffic Study**

The Federal Highway Administration's Manual on Uniform Traffic Control Devices (MUTCD) Section 2B.13 addresses speed limits: "When a speed limit is to be posted, it should be within 5 mph of the 85th percentile speed of free-flowing traffic. Other factors that may be considered when establishing speed limits are the following:

- A. Road surface characteristics, shoulder conditions, grade, alignment, and sight distance;
- B. The pace speed;
- C. Roadside development and environment;
- D. Parking practices and pedestrian activity; and
- E. Reported crash experience for at least a 12-month period."

In following MUTCD guidelines, vehicle volume and speed of vehicles utilizing the street was captured for a 24-hour period. Volume and speed data were collected for three segments of Fontaine Road. These segments are:

- A. East High Street to Chinoe Road
- B. Chinoe Road to Lakeshore Drive
- C. Lakeshore Drive to Richmond Road

## **Study Findings**

- A. The study area of Fontaine Road between East High Street and Richmond Road has the following characteristics:
  - a. Posted speed limit: 30 mph between E High Street & Chinoe Road; 35 mph between Chinoe Road and Richmond Road
  - b. Width: 30-feet between E High Street & Chinoe Road; 36-feet between Chinoe Road and Richmond Road
  - c. Utility Strips/Sidewalks: Present both sides
  - d. Street lighting: Present both sides
  - e. On-street parking: Prohibited
  - f. Pavement markings: yellow centerlines, selective stop bars and crosswalks
  - g. Street classification: Minor Arterial
- B. The use of the 85<sup>th</sup> percentile speed, or the speed at which 85% of the vehicles are traveling at or below, in analysis is based on the theory that a large majority of drivers are reasonable and prudent, do not want to crash, and want to reach their destination in the shortest amount of time possible.

The 85<sup>th</sup> percentile speeds along Fontaine Road where the speed limit is 30 mph ranged from 33 mph on southbound Segment A of Fontaine Road to 38 mph on northbound Segment A of Fontaine Road. Comparatively, the average speeds ranged from 31.03 to 33.47 mph.



The 85<sup>th</sup> percentile speeds along Fontaine Road where the speed limit is 35 mph ranged from 33 mph on northbound Segment C of Fontaine Road to 41 mph on northbound Segment B of Fontaine Road. Comparatively, the average speeds ranged from 28.2 to 35.6 mph.

The following table below shows the speed and volume data obtained for each segment of Fontaine Road during the study time period:

Segment of Fontaine Road		Avg. Speed (mph)	Speed Limit (mph)	% over Speed Limit	85 <sup>th</sup> PCTL Speed (mph)	Peak Hour Vol. (veh)		Avg. Daily Traffic Vol. (veh)	
A	NB E High-Chinoe	33.47	30	79.15%	38	193	690	3377	7528
	SB E High-Chinoe	31.03	30	55.75%	35	497		4151	
B	NB Chinoe-Lakeshore	35.19	35	52.50%	41	212	753	3213	7587
	SB Chinoe-Lakeshore	35.37	35	48.90%	40	541		4374	
C	NB Lakeshore-Richmond	28.2	35	4.15%	33	251	803	2924	8366
	SB Lakeshore-Richmond	30.26	35	9.45%	35	552		5442	

- C. The properties within the study area of Fontaine Road are zoned for residential parcels.
- East High Street to Chinoe Road: neighborhood and traffic patterns are established with most development along this segment complete by 1950.
  - Chinoe Road to Lakeshore Drive: neighborhood and traffic patterns are established with most development along this segment complete by 1970.
  - Lakeshore Drive to Richmond Road: neighborhood and traffic patterns are established but vary seasonally due to the location of Henry Clay High School at the corner of Lakeshore Drive and Fontaine Road.
- D. A review of the collision history for the Fontaine Road study segments per [crashinformationky.org](http://crashinformationky.org) identified 111 recorded collisions in the 5 years of 2016-2020. There were 19 injury collisions and no fatal collisions reported. Using the reported crashes, road geometry, and number of access points, the FHWA USLIMITS2 tool was utilized to determine the section crash rate, section injury crash rate, and recommended speed limit.

The FHWA USLIMITS2 was developed based on research through National Cooperative Highway Research Program (NCHRP) Project 3-67 and considers all major factors used by practitioners to make engineering judgment in determining an appropriate speed limit. Additional information is available at [safety.fhwa.dot.gov/uslimits](http://safety.fhwa.dot.gov/uslimits).

The section crash rate exceeds the critical rate for Segments B and C, the crash warrant is met for these segments of Fontaine Road. Additional details are included in the following table.



	Segment A: East High to Chinoe	Segment B: Chinoe to Lakeshore	Segment C: Lakeshore to Richmond Road
<b>Reported Crashes</b>	28	30	53
<b>Section Crash Rate*</b>	283	<b>333</b>	<b>1197</b>
<b>Critical Crash Rate*</b>	320	324	366
<b>Reported Injury Crashes</b>	4	9	6
<b>Injury Crash Rate*</b>	30	100	136
<b>Injury Crash Rate*</b>	70	121	147
<b>USLIMITS2 Recommended Speed Limit</b>	35 mph	35 mph	30 mph

\* Rates are per 100 MVM (million vehicle miles)

### Recommendations

As detailed in the *MUTCD*, Fontaine Road meets the following criteria for speed limit adjustment based on the documented traffic volumes, speeds, and crash history. The criterion that was met includes:

- A. Vehicles traveling on the segment from East High Street to Chinoe Road had an 85<sup>th</sup> percentile speed of 38 mph. The reported crash rates are below the critical rates. Based on the *MUTCD* guideline that speed limits “should be within 5 mph of the 85<sup>th</sup> percentile of free-flowing traffic” and the FHWA recommended speed, **Traffic Engineering recommends no change to the speed limit of 30 mph on Fontaine Road from East High Street to Chinoe Road.**
- B. Vehicles traveling on the segment from Chinoe Road to Lakeshore Drive had an 85<sup>th</sup> percentile speed of 41 mph. The reported crash rates are slightly above the critical rates. Based on the *MUTCD* guidelines, crash data, and the FHWA recommended speed, **Traffic Engineering recommends no change to the speed limit of 35 mph on Fontaine Road from Chinoe Road to Lakeshore Drive.** As the section crash rate exceeds the critical rate for this section of Fontaine Road, Traffic Engineering will review this section for safety improvements such as additional signs and revised pavement markings.
- C. Vehicles traveling on the segment from Lakeshore Drive to Richmond Road had an 85<sup>th</sup> percentile speed of 35 mph. The reported crash rates are significantly above the critical rates. Based on the *MUTCD* guidelines, crash data, and the FHWA recommended speed, **Traffic Engineering recommends the speed limit be changed from 35 mph to 30 mph on Fontaine Road from Lakeshore Drive to Richmond Road.** As the section crash rate exceeds the critical rate for this section of Fontaine Road, Traffic Engineering will review this section for safety improvements such as additional signs and revised pavement markings.



The Division of Traffic Engineering coordinated with representatives from the Division of Police and Division of Fire and Emergency Services to obtain input regarding traffic and safety operations of Fontaine Road.

- The Division of Police has reviewed this document and has no objections to the recommendations in this report.
- The Division of Fire has reviewed this document and has no objections to the recommendations in this report.

Please share this report with your constituents. Should you have any questions, contact Grace Foley at the Division of Traffic Engineering at [gfoley@lexingtonky.gov](mailto:gfoley@lexingtonky.gov) or (859) 258-3485.

Sincerely,



Brian C. Knapp, PE, PLS  
Traffic Engineer Manager  
Division of Traffic Engineering

BCK/gnf

cc: Nancy Albright, PE, Commissioner of Environmental Quality & Public Works  
Jeffery Neal, PE, Director of Traffic Engineering  
Jim Woods, PE, PLS, Deputy Director of Traffic Engineering  
Greg Lengal, Captain, Division of Fire & Emergency Services  
Christopher Van Brackel, Lieutenant, Division of Police  
Grace N. Foley, PE, Traffic Engineer Senior  
Layton Garlington, Legislative Aide to CM Sheehan



RESOLUTION NO. \_\_\_\_\_-2025

A RESOLUTION DESIGNATING THE SPEED LIMIT ON FONTAINE ROAD, BETWEEN RICHMOND ROAD AND CHINOE ROAD, AS 30 MILES PER HOUR AND AUTHORIZING AND DIRECTING THE DIVISION OF TRAFFIC ENGINEERING TO INSTALL PROPER AND APPROPRIATE SIGNS IN ACCORDANCE WITH THE DESIGNATION.

---

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, pursuant to Section 18-66 of the Code of Ordinances, the Urban County Government may determine that certain speed regulations shall be applicable on certain streets or in certain areas; and

WHEREAS, the Urban County Council has determined that the speed limit on Fontaine Road, between Richmond Road and Chinoe Road, should be 30 miles per hour.

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

Section 1 - That the speed limit on Fontaine Road, between Richmond Road and Chinoe Road, be and hereby is designated as 30 miles per hour and the Division of Traffic Engineering is authorized and directed to install proper and appropriate signs in accordance with that designation.

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

0077-25\_GET:4906-1984-4881, v. 1



RESOLUTION NO. 049 -2025

A RESOLUTION DESIGNATING THE SPEED LIMIT ON FONTAINE ROAD, BETWEEN RICHMOND ROAD AND CHINOE ROAD, AS 30 MILES PER HOUR AND AUTHORIZING AND DIRECTING THE DIVISION OF TRAFFIC ENGINEERING TO INSTALL PROPER AND APPROPRIATE SIGNS IN ACCORDANCE WITH THE DESIGNATION.

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, pursuant to Section 18-66 of the Code of Ordinances, the Urban County Government may determine that certain speed regulations shall be applicable on certain streets or in certain areas; and

WHEREAS, the Urban County Council has determined that the speed limit on Fontaine Road, between Richmond Road and Chinoe Road, should be 30 miles per hour.

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

Section 1 - That the speed limit on Fontaine Road, between Richmond Road and Chinoe Road, be and hereby is designated as 30 miles per hour and the Division of Traffic Engineering is authorized and directed to install proper and appropriate signs in accordance with that designation.

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

PASSED URBAN COUNTY COUNCIL: February 20, 2025



MAYOR

ATTEST:

  
CLERK OF URBAN COUNTY COUNCIL

0077-25\_GET:4906-1984-4881, v. 1



# Lexington-Fayette Urban County Government Master

200 E. Main St  
Lexington, KY 40507

**File Number: 0084-25**

**File ID:** 0084-25

**Type:** Ordinance

**Status:** Approved

**Version:** 1

**Contract #:**

**In Control:** Urban County  
Council

**File Created:** 01/17/2025

**File Name:** 25-0035 Create - Council Office

**Final Action:** 02/20/2025

**Title:** An Ordinance amending the authorized strength by creating two (2) unclassified positions of Aide to Council Part-Time, Grade 518E, in the Office of the Urban County Council, effective upon passage of Council. [Div. of Human Resources, George]

**Notes:**

**Sponsors:**

**Enactment Date:** 02/20/2025

**Attachments:** Bluesheet Memo 25-0035, From To 25-0035, ORD  
0084-25 create aide to council pt 4906-4193-0257  
v.1.docx, O-009-2025

**Enactment Number:** O-009-2025

**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	01/28/2025	Approved and Referred to Docket	Urban County Council	02/06/2025		Pass
1	Urban County Council	02/06/2025	Received First Reading	Urban County Council	02/20/2025		
1	Urban County Council	02/20/2025	Approved				Pass

## Text of Legislative File 0084-25

### Title

An Ordinance amending the authorized strength by creating two (2) unclassified positions of Aide to Council Part-Time, Grade 518E, in the Office of the Urban County Council, effective upon passage of Council. [Div. of Human Resources, George]

### Summary

Authorization to create two (2) unclassified positions of Aide to Council Part-time (Grade 518E) in the Office of the Urban County Council, effective upon passage of Council at a

cost of \$40,560.32 in FY 2025. (L0084-25) (George/Hamilton)

Budgetary Implications [select]: Yes

Advance Document Review:

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

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

Fully Budgeted [select]: Yes/No/Partial

Account Number:

This Fiscal Year Impact:       \$40,560.32

Annual Impact:       \$

Project:

Activity:

Budget Reference:

Current Balance:



**MEMORANDUM**

**TO:** Linda Gorton, Mayor  
Sally Hamilton, Chief Administrative Officer  
Council Members

**FROM:** Glenda H. George by EH  
Glenda Humphrey George, Director  
Division of Human Resources

**DATE:** January 16, 2025

**SUBJECT:** Create Positions—Office of the Urban County Council

**Request:**

The attached is requesting authorization to create two (2) unclassified positions of Aide to Council Part-time (Grade 518E) in the Office of the Urban County Council, effective upon passage of Council.

**Why are you requesting:**

The Council Office is requesting this change due to the recent modification in Councilmembers as a result of the November election.

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

This action will have a FY25 cost of \$40,560.32.

**File Number:** 0084.25

**Director/Commissioner:** Glenda Humphrey George/Sally Hamilton

If you have questions or need additional information, please contact Alana Morton at 859-258-3037.



Lexington-Fayette Urban County Government

Changes in Authorized Positions

Date: 01/16/25

Unclassified Civil Service

Changes From:

Changes To:

Div. Line #	No. Pos.	Class Code	Pay Grade	Position Title	Prog. #	Employee Name	Salary		Div. Line #	No. Pos.	Class Code	Pay Grade	Position Title	Prog. #	Employee Name	Salary
Office of Urban County Council (010)									Office of Urban County Council (010)							
-----	-----	-----	-----	-----	-----	-----	-----		010.056	2	87	518E	Aide to Council P/T	-----	-----	-----

ORDINANCE NO. \_\_\_\_\_ - 2025

AN ORDINANCE AMENDING THE AUTHORIZED STRENGTH BY CREATING TWO (2) UNCLASSIFIED POSITIONS OF AIDE TO COUNCIL PART-TIME, GRADE 518E, IN THE OFFICE OF THE URBAN COUNTY COUNCIL, EFFECTIVE UPON PASSAGE OF COUNCIL.

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

Section 1 – That the following subsection line number in the classified civil service authorized strength be and hereby is created to read as follows:

010.056      2      87      518E      Aide to Council P/T

Section 2 – That this Ordinance shall become effective upon passage of Council.

PASSED URBAN COUNTY COUNCIL:

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CLERK OF URBAN COUNTY COUNCIL  
PUBLISHED:

0084-25:GET: 4906-4193-0257, v. 1

ORDINANCE NO. 009 - 2025

AN ORDINANCE AMENDING THE AUTHORIZED STRENGTH BY CREATING TWO (2) UNCLASSIFIED POSITIONS OF AIDE TO COUNCIL PART-TIME, GRADE 518E, IN THE OFFICE OF THE URBAN COUNTY COUNCIL, EFFECTIVE UPON PASSAGE OF COUNCIL.

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

Section 1 – That the following subsection line number in the classified civil service authorized strength be and hereby is created to read as follows:

010.056      2      87      518E      Aide to Council P/T

Section 2 – That this Ordinance shall become effective upon passage of Council.

PASSED URBAN COUNTY COUNCIL:      February 20, 2025



MAYOR

ATTEST:

  
CLERK OF URBAN COUNTY COUNCIL

PUBLISHED: February 26, 2025-1t  
0084-25:GET: 4906-4193-0257, v. 1



# Lexington-Fayette Urban County Government

## Master

200 E. Main St  
Lexington, KY 40507

**File Number: 0086-25**

**File ID:** 0086-25

**Type:** Ordinance

**Status:** Approved

**Version:** 1

**Contract #:**

**In Control:** Urban County  
Council

**File Created:** 01/17/2025

**File Name:** 25-0032 Abolish Unfunded Positions

**Final Action:** 02/20/2025

**Title:** An Ordinance amending the authorized strength by abolishing one (1) classified position of Administrative Specialist, Grade 516N, in the Div. of Community Corrections, abolishing one (1) unclassified position of Program Instructor, Grade 506N, in the Div. of Parks and Recreation, and abolishing two (2) unclassified positions of Program Leader, Grade 508N, in the Div. of Parks and Recreation, effective upon passage of Council. [Div. of Human Resources, George]

**Notes:**

**Sponsors:**

**Enactment Date:** 02/20/2025

**Attachments:** Bluesheet Memo 25-0032, From to 25.0032, ORD  
0086-25 Abolish admin specialist, program instructor  
and program leader 4929-8451-4577 v.1.docx,  
O-010-2025

**Enactment Number:** O-010-2025

**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	01/28/2025	Approved and Referred to Docket	Urban County Council	02/06/2025		Pass
1	Urban County Council	02/06/2025	Received First Reading	Urban County Council	02/20/2025		
1	Urban County Council	02/20/2025	Approved				Pass

### Text of Legislative File 0086-25

#### Title

An Ordinance amending the authorized strength by abolishing one (1) classified position of Administrative Specialist, Grade 516N, in the Div. of Community Corrections, abolishing one (1) unclassified position of Program Instructor, Grade 506N, in the Div. of Parks and Recreation, and abolishing two (2) unclassified positions of Program Leader, Grade 508N,



in the Div. of Parks and Recreation, effective upon passage of Council. [Div. of Human Resources, George]

### Summary

Authorization to amend the authorized strength by abolishing one (1) Classified Civil Service Position of Administrative Specialist, Grade 516N, in the Division of Community Corrections, abolishing one (1) Unclassified Civil Service Position of Program Instructor, Grade 506N in the Division of Parks and Recreation and abolishing two (2) Unclassified Civil Service Positions of Program Leader, Grade 508N, in the Division of Parks and Recreation, effective upon passage of Council. The fiscal impact is Budget neutral. (L0086-24) (George/Hamilton)

Budgetary Implications [select]: NO

Advance Document Review:

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

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

Fully Budgeted [select]: Yes/No/Partial

Account Number:

This Fiscal Year Impact:       \$

Annual Impact:       \$

Project:

Activity:


Budget Reference:

Current Balance:



**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:** January 16, 2025

**RE:** Abolish Unfunded Vacant Positions

The attached action amends the classified civil service and unclassified civil service authorized strength as follows:

In the classified civil service authorized strength:

- Abolish one (1) classified civil service position of Administrative Specialist (Grade 516N) in the Division of Community Corrections;

In the unclassified civil service authorized strength:

- Abolish one (1) unclassified civil service position of Program Instructor (Grade 506N) in the Division of Parks and Recreation;
- Abolish two (2) unclassified civil service positions of Program Leader (Grade 508N) in the Division of Parks and Recreation.

The fiscal impact for these positions will be budget-neutral and effective upon passage of Council.

**File Number:** 0086.25

**Director/Commissioner:** Glenda Humphrey George/Sally Hamilton

If you have questions or need additional information, please contact Alana Morton at 859-258-3037.



Lexington-Fayette Urban County Government

Changes in Authorized Positions

Date: 1/16/25

Classified Civil Service

Changes From:

Div. Line #	No. Pos.	Class Code	Pay Grade	Position Title	Prog. #	Employee Name	Salary
<u>Division of Community Corrections (540)</u>							
540.085	8	105	516N	Administrative Specialist	-----	-----	-----

Changes To:

Div. Line #	No. Pos.	Class Code	Pay Grade	Position Title	Prog. #	Employee Name	Salary
<u>Division of Community Corrections (540)</u>							
540.085	7	105	516N	Administrative Specialist	-----	-----	-----

Unclassified Civil Service

Changes From:

Div. Line #	No. Pos.	Class Code	Pay Grade	Position Title	Prog. #	Employee Name	Salary
<u>Division of Parks and Recreation (760)</u>							
760.037	1	827	506N	Program Instructor	-----	-----	-----
760.036	2	828	508N	Program Leader	-----	-----	-----

Changes To:

Div. Line #	No. Pos.	Class Code	Pay Grade	Position Title	Prog. #	Employee Name	Salary
<u>Division of Parks and Recreation (760)</u>							
-----	-----	-----	-----	-----	-----	-----	-----
-----	-----	-----	-----	-----	-----	-----	-----

ORDINANCE NO. \_\_\_\_\_ - 2025

AN ORDINANCE AMENDING THE AUTHORIZED STRENGTH BY ABOLISHING ONE (1) CLASSIFIED POSITION OF ADMINISTRATIVE SPECIALIST, GRADE 516N, IN THE DIVISION OF COMMUNITY CORRECTIONS, ABOLISHING ONE (1) UNCLASSIFIED POSITION OF PROGRAM INSTRUCTOR, GRADE 506N, IN THE DIVISION OF PARKS AND RECREATION, AND ABOLISHING TWO (2) UNCLASSIFIED POSITIONS OF PROGRAM LEADER, GRADE 508N, IN THE DIVISION OF PARKS AND RECREATION, EFFECTIVE UPON PASSAGE OF COUNCIL.

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

Section 1 – That the following subsection line number in the classified civil service authorized strength be and hereby is amended to read as follows:

540.085      7      105    516N      Administrative Specialist

Section 2 – That subsection line numbers 760.037 and 760.036 in the unclassified civil service authorized strength be and hereby are deleted.

Section 3 – That this Ordinance shall become effective upon passage of Council.

PASSED URBAN COUNTY COUNCIL:

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MAYOR

ATTEST:

---

CLERK OF URBAN COUNTY COUNCIL  
PUBLISHED:

0086-25:GET: 4929-8451-457, v. 1

ORDINANCE NO. 010 - 2025

AN ORDINANCE AMENDING THE AUTHORIZED STRENGTH BY ABOLISHING ONE (1) CLASSIFIED POSITION OF ADMINISTRATIVE SPECIALIST, GRADE 516N, IN THE DIVISION OF COMMUNITY CORRECTIONS, ABOLISHING ONE (1) UNCLASSIFIED POSITION OF PROGRAM INSTRUCTOR, GRADE 506N, IN THE DIVISION OF PARKS AND RECREATION, AND ABOLISHING TWO (2) UNCLASSIFIED POSITIONS OF PROGRAM LEADER, GRADE 508N, IN THE DIVISION OF PARKS AND RECREATION, EFFECTIVE UPON PASSAGE OF COUNCIL.

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

Section 1 – That the following subsection line number in the classified civil service authorized strength be and hereby is amended to read as follows:


540.085      7      105      516N      Administrative Specialist

Section 2 – That subsection line numbers 760.037 and 760.036 in the unclassified civil service authorized strength be and hereby are deleted.

Section 3 – That this Ordinance shall become effective upon passage of Council.

PASSED URBAN COUNTY COUNCIL:      February 20, 2025

  
\_\_\_\_\_  
MAYOR

ATTEST:  
  
\_\_\_\_\_  
CLERK OF URBAN COUNTY COUNCIL  
PUBLISHED: Feb. 26, 2025-1t  
0086-25:GET: 4929-8451-457, v. 1



# Lexington-Fayette Urban County Government

## Master

200 E. Main St  
Lexington, KY 40507

**File Number: 0087-25**

**File ID:** 0087-25

**Type:** Ordinance

**Status:** Approved

**Version:** 1

**Contract #:**

**In Control:** Urban County  
Council

**File Created:** 01/17/2025

**File Name:** 25-0029a Create- Environmental Services

**Final Action:** 02/20/2025

**Title:** An Ordinance amending the authorized strength by creating one (1) classified position of Administrative Specialist Principal, Grade 520N, in the Div. of Environmental Services, effective upon passage of Council. [Div. of Human Resources, George]

**Notes:**

**Sponsors:**

**Enactment Date:** 02/20/2025

**Attachments:** Bluesheet Memo 25-0029a, From to 25-0029, HR  
Fiscal Impact- 25-0029, ORD 0087-25 create admin  
spec principal 4909-7445-9921 v.1.docx, O-011-2025

**Enactment Number:** O-011-2025

**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	01/28/2025	Approved and Referred to Docket	Urban County Council	02/06/2025		Pass
1	Urban County Council	02/06/2025	Received First Reading	Urban County Council	02/20/2025		
1	Urban County Council	02/20/2025	Approved				Pass

### Text of Legislative File 0087-25

#### Title

An Ordinance amending the authorized strength by creating one (1) classified position of Administrative Specialist Principal, Grade 520N, in the Div. of Environmental Services, effective upon passage of Council. [Div. of Human Resources, George]

#### Summary

Authorization to create one (1) classified position of Administrative Specialist Principal (Grade 520N) in the Division of Environmental Services, effective upon passage of Council.

The 12-month fiscal impact is \$83,444.89. (L0087-24) (George/Hamilton)

Budgetary Implications [select]: Yes

Advance Document Review:

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

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

Fully Budgeted [select]: No

Account Number:

This Fiscal Year Impact:       \$

Annual Impact:       \$

Project:

Activity:

Budget Reference:

Current Balance:



## MEMORANDUM

**TO:** Linda Gorton, Mayor  
 Sally Hamilton, Chief Administrative Officer  
 Council Members

**FROM:** Glenda H. George by EH  
 Glenda Humphrey George, Director  
 Division of Human Resources

**DATE:** January 16, 2025

**SUBJECT:** Create position - Division of Environmental Services

**Request:**

The attached action is requesting to create one (1) classified position of Administrative Specialist Principal (Grade 520N) in the Division of Environmental Services, effective upon passage of Council.

**Why are you requesting:**

The Division of Environmental Services requests this position to convert one part-time position into a full-time civil service position. Although the Clerk position is considered part-time, the employee in this position typically works 40 or more hours per week.

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

This has a 12-month future impact cost of \$83,444.89.

Position Title	Annual Salary Before	Annual Salary After	Annual Increase/Decrease
Administrative Specialist Principal	\$0	\$60,900.32	\$60,900.32
Total Annual Impact/ Salary and Benefits \$83,444.89			

File Number: 0087.25

Director/Commissioner: Glenda Humphrey George/Sally Hamilton

If you have questions or need additional information, please contact Alana Morton at (859) 258-3037.





Lexington-Fayette Urban County Government

Changes in Authorized Positions

Date: 1/16/25

Classified Civil Service

Changes From:

Changes To:

Div. Line #	No. Pos.	Class Code	Pay Grade	Position Title	Prog. #	Employee Name	Salary		Div. Line #	No. Pos.	Class Code	Pay Grade	Position Title	Prog. #	Employee Name	Salary
<u>Division of Environmental Services (390)</u>									<u>Division of Environmental Services (390)</u>							
-----	-----	-----	-----	-----	-----	-----	-----		390.035	1	111	520N	Administrative Specialist Principal	-----	-----	-----

Bluesheet 25-0039

Division of Environmental Services

				63511	63615	63621	63622	63624	Employee Total Cost	
				Benefits Cost						
Description	1 or -1	Hour Rate	63122	Base Comp	Pension	Other Fringe	FICA	Unemp	Medicare	
Administrative Specialist Principal (Grade 520N)	Create	1.00	29.279	\$60,900.32	\$12,003.45	\$5,528.88	\$4,040.49	\$26.80	\$944.95	\$83,444.89
<b>Pay Periods</b>				\$60,900.32	\$12,003.45	\$5,528.88	\$4,040.49	\$26.80	\$944.95	\$83,444.89
<b>Annual Cost:</b>								\$83,444.89		
				Taxable Fringe		\$4,268.88				
				Total Fringe		\$5,528.88				

ORDINANCE NO. \_\_\_\_\_ - 2025

AN ORDINANCE AMENDING THE AUTHORIZED STRENGTH BY CREATING ONE (1) CLASSIFIED POSITION OF ADMINISTRATIVE SPECIALIST PRINCIPAL, GRADE 520N, IN THE DIVISION OF ENVIRONMENTAL SERVICES, EFFECTIVE UPON PASSAGE OF COUNCIL.

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

Section 1 – That the following subsection line number in the classified civil service authorized strength be and hereby is created to read as follows:

390.035      1      111    520N      Administrative Specialist Principal

Section 2 – That this Ordinance shall become effective upon passage of Council.

PASSED URBAN COUNTY COUNCIL:

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CLERK OF URBAN COUNTY COUNCIL  
PUBLISHED:

0087-25:GET: 4909-7445-9921, v. 1

ORDINANCE NO. 011 - 2025

AN ORDINANCE AMENDING THE AUTHORIZED STRENGTH BY CREATING ONE (1) CLASSIFIED POSITION OF ADMINISTRATIVE SPECIALIST PRINCIPAL, GRADE 520N, IN THE DIVISION OF ENVIRONMENTAL SERVICES, EFFECTIVE UPON PASSAGE OF COUNCIL.

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

Section 1 – That the following subsection line number in the classified civil service authorized strength be and hereby is created to read as follows:

390.035      1      111    520N      Administrative Specialist Principal

Section 2 – That this Ordinance shall become effective upon passage of Council.

PASSED URBAN COUNTY COUNCIL:      February 20, 2025

  
MAYOR

ATTEST:  
  
CLERK OF URBAN COUNTY COUNCIL  
PUBLISHED Feb. 26, 2025-1t  
0087-25:GET: 4909-7445-9921, v. 1



# Lexington-Fayette Urban County Government Master

200 E. Main St  
Lexington, KY 40507

**File Number: 0090-25**

**File ID:** 0090-25

**Type:** Resolution

**Status:** Approved

**Version:** 1

**Contract #:** 030-2025

**In Control:** Urban County  
Council

**File Created:** 01/17/2025

**File Name:** Memorandum of Understanding - United States  
Marshals Service - Fugitive Task Force

**Final Action:** 02/20/2025

**Title:** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute a Memorandum of Understanding with United States Marshals Service, for joint law enforcement operations. [Div. of Police, Weathers]

**Notes:** In office 1/22/2024. MS  
2/25/25 Taken down the Mayors for Signature - SC

Returned to Renita via interoffice, CILOO in CCO 2.26.25 AA

**Sponsors:**

**Enactment Date:** 02/20/2025

**Attachments:** Cover Memo - Memorandum of Understanding - United States Marshals Service (Fugitive Task Force).pdf, MOU - USMS Federal Task Force.pdf, 90-25 us marshalls 4921-9566-3634 v.1.doc, Supplemental MOU, R-050-2025, Contract #030-2025

**Enactment Number:** R-050-2025

**Deed #:**

**Hearing Date:**

**Drafter:** Renita Happy

**Effective Date:**

## History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	01/28/2025	Approved and Referred to Docket	Urban County Council	02/06/2025		Pass
1	Urban County Council	02/06/2025	Received First Reading	Urban County Council	02/20/2025		
1	Urban County Council	02/20/2025	Approved				Pass

## Text of Legislative File 0090-25

### Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute a Memorandum of Understanding with United States Marshals Service, for joint law enforcement operations. [Div. of Police, Weathers]

## Summary

Authorization to accept a Memorandum of Understanding (MOU) with the United States Marshals Service (USMS) Fugitive Task Force is to investigate and arrest, as part of joint law enforcement operations, persons who have active warrants. No Budgetary impact.  
(L0090-25) (Weathers/Amstrong)

Budgetary Implications: NO

Advance Document Review:

**Law:** Yes, Michael Sanner, January 17, 2025

**Risk Management:** No

Fully Budgeted: N/A

Account Number: N/A

Year Impact: \$ -0-

Annual Impact: \$ -0-

Project:

Activity:

Budget Reference:

Current Balance:



TO: Mayor Linda Gorton  
Urban County Council

*Lawrence B. Weathers*

FROM: Chief Lawrence B. Weathers  
Lexington Police Department

CC: Commissioner Kenneth Armstrong  
Department of Public Safety

DATE: January 17, 2025

SUBJECT: Memorandum of Understanding – United States Marshals Service  
Fugitive Task Force

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**Request**

Authorization to accept a Memorandum of Understanding (MOU) with the United States Marshals Service (USMS) Fugitive Task Force.

**Why are you requesting?**

The primary mission of the task force is to investigate and arrest, as part of joint law enforcement operations, persons who have active warrants for their arrest. The intent of the joint effort is to investigate and apprehend federal, local, state tribal, and territorial fugitives, thereby improving public safety and reducing violent crime. Each participating agency agrees to refer cases for which they hold the primary warrant for the subject to the Regional Fugitive Task Force (RFTF) or Violent Offender Task Force (VOTF) for adoption and investigation. Cases will be adopted by the RFTF/VOTF at the discretion of the RFTF/VOTF Chief Inspector/Chief Deputy. Targeted crimes will primarily include violent crimes against persons, weapons offenses, felony drug offenses, failure to register as a sex offender, and crimes committed by subjects who have a criminal history involving violent crimes, felony drug offenses, and/or weapons offenses. Upon receipt of a written request, the RFTF/VOTF may also adopt non-participating law enforcement agencies in investigating, locating and arresting their fugitives. Task force personnel will be assigned federal and adopted fugitive cases for investigation. Investigative teams will consist of personnel from different agencies whenever possible. Participating agencies retain responsibility for the cases they refer to the RFTF/VOTF. The Lexington Police Department is requesting approval from the Urban County Council to authorize Mayor Gorton to sign the attached MOU. Upon signing, please return a fully signed copy to the Chief's Office.

**What is the cost in this budget year and future budget years?** No budgetary impact

**Are the funds budgeted?** N/A



**File Number: 0090-25**

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

LBW/rmh



150 E. Main St., Lexington, KY 40507 / 859.258.3600 Phone / [lexingtonky.gov](http://lexingtonky.gov)





**United States Marshals Service**  
**Fugitive Task Force**  
**Memorandum of Understanding**  
**For Non-Federal Agencies**  
Rev. 03/2023

**PARTIES AND AUTHORITY:**

This Memorandum of Understanding (MOU) is entered into by the **Lexington-Fayette Urban County Government** and the United States Marshals Service (USMS) pursuant to 28 U.S.C. § 566(e)(1)(B). As set forth in the Presidential Threat Protection Act of 2000, codified at 34 U.S.C. 41503, and directed by the Attorney General, the USMS has been granted authority to direct and coordinate permanent Regional Fugitive Task Forces consisting of federal, state, and local law enforcement authorities for the purpose of locating and apprehending fugitives. The authority of the USMS to investigate fugitive matters as directed by the Attorney General is set forth in 28 USC § 566. The Director's authority to direct and supervise all activities of the USMS is set forth in 28 USC § 561(g) and 28 CFR 0.111. The authority of United States Marshals and Deputy U.S. Marshals, "in executing the laws of the United States within a State . . . [to] exercise the same powers which a sheriff of the State may exercise in executing the laws thereof" is set forth in 28 USC § 564. Additional authority is derived from 18 USC § 3053 and Office of Investigative Agency Policies Resolutions 2 & 15. *See also* Memorandum for Howard M. Shapiro, General Counsel, Federal Bureau of Investigation concerning the "Authority to Pursue Non-Federal Fugitives," issued by the U.S. Department of Justice (DOJ), Office of Legal Counsel, dated February 21, 1995; Memorandum concerning the "Authority to Pursue Non-Federal Fugitives," issued by the USMS Office of General Counsel, dated May, 1, 1995; 42 U.S.C. § 16941(a) ("The Attorney General shall use the resources of Federal law enforcement, including the United States Marshals Service, to assist jurisdictions in locating and apprehending sex offenders who violate sex offender registration requirements."). Additional authority is derived from the Attorney General's Memorandum, Implementation of National Anti-Violent Crime Initiative (March 1, 1994); Attorney General's Memorandum, Policy on Fugitive Apprehension in FBI and DEA Cases (dated August 11, 1988); Memorandum of Understanding between the Drug Enforcement Administration and the United States Marshals Service (dated September 28, 2018, or as hereafter amended); and Federal Rules of Criminal Procedure 41 – Search and Seizure.

**MISSION:** The primary mission of the task force is to investigate and arrest, as part of joint law enforcement operations, persons who have active warrants for their arrest. The intent of the joint effort is to investigate and apprehend federal, local, state, tribal, and territorial fugitives, thereby improving public safety and reducing violent crime. Each participating agency agrees to refer cases for which they hold the primary warrant for the subject to the RFTF (Regional Fugitive Task Force) or VOTF (Violent Offender Task Force) for adoption and investigation. Cases will be adopted by the RFTF/VOTF at the discretion of the RFTF/VOTF Chief Inspector/Chief Deputy. Targeted crimes will primarily include violent crimes against persons, weapons offenses, felony drug offenses, failure to register as a sex offender, and crimes committed by

subjects who have a criminal history involving violent crimes, felony drug offenses, and/or weapons offenses. Upon receipt of a written request, the RFTF/VOTF may also adopt non-participating law enforcement agencies in investigating, locating, and arresting their fugitives. Task force personnel will be assigned federal and adopted fugitive cases for investigation. Investigative teams will consist of personnel from different agencies whenever possible. Participating agencies retain responsibility for the cases they refer to the RFTF/VOTF. Federal fugitive cases referred to the task force for investigation by any participating agency will be entered into the National Crime Information Center (NCIC) by the USMS or originating agency, as appropriate. State, local, tribal, or territorial fugitive cases will be entered into NCIC (and other applicable state or local lookout systems) as appropriate by the concerned agency.

**SUPERVISION:** The RFTF/VOTF may consist of law enforcement and administrative personnel from federal, state, local, tribal, and territorial law enforcement agencies. Agency personnel must be approved by the RFTF/VOTF Chief Inspector/Chief Deputy prior to assignment to the RFTF/VOTF. Agency personnel may be removed at any time at the discretion of the RFTF/VOTF Chief Inspector/Chief Deputy. Direction and coordination of the RFTF/VOTF shall be the responsibility of the RFTF/VOTF Chief Inspector/Chief Deputy. Administrative matters which are internal to the participating agencies remain the responsibility of the respective agencies. Furthermore, each agency retains responsibility for the conduct of its personnel. A Task Force Advisory Committee, consisting of representatives of participating agencies and USMS RFTF/VOTF personnel, may be established at the discretion of the RFTF/VOTF Chief Inspector/Chief Deputy and will meet and confer as necessary to review and address issues concerning operational matters within the RFTF/VOTF.

**PERSONNEL:** In accordance with Homeland Security Presidential Directive 12, personnel assigned to the task force are required to undergo background investigations to be provided unescorted access to USMS offices, records, and computer systems. The USMS shall bear the costs associated with those investigations. Non-USMS law enforcement officers assigned to the task force will be deputized as Special Deputy U.S. Marshals.

**REIMBURSEMENT:** If the Marshals Service receives Asset Forfeiture funding for either 1) overtime incurred by state, local, tribal, or territorial investigators who provide full time support to USMS RFTF/VOTF joint law enforcement task forces; or 2) travel, training, purchase or lease of police vehicles, fuel, supplies or equipment for state, local, tribal, or territorial investigators in direct support of state, local, tribal or territorial investigators, the USMS shall, pending availability of funds, reimburse your organization for expenses incurred, depending on which category of funding is provided. Reimbursement of overtime work shall be consistent with the Fair Labor Standards Act. Annual overtime for each state or local law enforcement officer is capped the equivalent 25% of a GS-1811-12 Step 1, of the general pay scale for the Rest of United States. Reimbursement for all types of qualified expenses shall be contingent upon availability of funds and the submission of a proper request for reimbursement which shall be submitted quarterly on a fiscal year basis, and which provides the names of the investigators who incurred overtime for the RFTF/VOTF during the quarter; the number of overtime hours incurred, the hourly regular and overtime rates in effect for each investigator, and the total quarterly cost. The request for reimbursement must be submitted to the RFTF/VOTF Chief

Inspector/Chief Deputy, who will review the request for reimbursement, stamp and sign indication that services were received and that the request for reimbursement is approved for payment. Supporting documentation must accompany requests for reimbursement for equipment, supplies, training, fuel, and vehicle leases.

Reimbursement for other types of qualified expenses (i.e., investigative or travel) shall be contingent upon availability of funds and the submission of a proper request for reimbursement. Task force personnel may incur investigative expenses or may be required to travel outside of the jurisdiction to which they are normally assigned in furtherance of task force operations. State, local, tribal, or territorial task force officers (TFOs) traveling on official business at the direction of the USMS shall be reimbursed directly by the USMS for their authorized travel expenses in accordance with applicable USMS policy, federal laws, rules, and regulations. The request for reimbursement must be submitted to the RFTF/VOTF Chief Inspector/Chief Deputy, or IOD program Chief (i.e., SOIB or OCAG), and must include appropriate supporting documentation.

**VEHICLES:** Pending the availability of asset forfeiture funding, the USMS may acquire vehicles to be utilized by state, local, tribal, or territorial investigators assigned to the RFTF/VOTF. Vehicles provided by the USMS remain in the control of the USMS and must be used solely in support of RFTF/VOTF operations. The vehicles must be available for exclusive use of the TFOs assigned to the RFTF/VOTF by the undersigned participant agency for the duration of the agency's participation on the task force. If the agency is no longer a participating member of the RFTF/VOTF, any USMS vehicle provided to the agency for use by TFO(s) must be returned to the USMS. Operators of USMS-provided vehicles must adhere to USMS policy regarding the use of government owned vehicles. Any violation of the USMS vehicle policy may result in the vehicle being repossessed by the USMS and the operator and/or agency forfeiting the opportunity to utilize a USMS-provided vehicle in the future. Vehicles provided to state, local, tribal, or territorial investigators may be subject to additional regulations or restrictions pursuant to USMS lease agreements. Replacement or removal of any vehicle provided by the USMS will be at the discretion of the USMS and/or subject to lease agreement terms.

**EQUIPMENT:** Pending the availability of Asset Forfeiture funding, the USMS may purchase equipment for state, local, tribal, or territorial investigators assigned to the RFTF/VOTF. Equipment purchased by the USMS using Asset Forfeiture funding must be used solely in support of RFTF/VOTF operations. The equipment must be available for exclusive use of the TFOs assigned to the RFTF/VOTF by the undersigned participant agency for the duration of the agency's participation on the task force. If the agency is no longer a participating member of the RFTF/VOTF, any equipment purchased with Asset Forfeiture and provided to TFOs from the agency may be retained by the agency. Equipment provided by the USMS that is not purchased using Asset Forfeiture funding remains the property of the USMS and will be issued to state, local, tribal, or territorial investigators for exclusive use in support of the RFTF/VOTF. If the investigator or agency is no longer a participating member of the RFTF/VOTF, any equipment issued that was not purchased with Asset Forfeiture funding will be returned to the USMS.

**BODY-WORN CAMERAS AND TASK FORCE OFFICERS:** As per USMS Policy, Body Worn Cameras (BWC) may be worn by TFOs operating on a USMS Task Force when their parent agency mandates their use by personnel assigned to the task force. A partner agency must

formally request to participate in the TFO BWC program and, upon approval, comply with all USMS policies, procedures, documentation, and reporting during their participation. The USMS will inform all partner agencies of which other partner agencies, if any, have been authorized to have their TFOs wear BWCs on the Task Force. Accordingly, all partner agencies should be aware that TFOs may be participating in the TFO BWC program and may be operating with BWCs on USMS task force operations in their agency's jurisdiction. TFOs whose parent agency is not approved for participation in the TFO BWC program are not allowed to deploy with BWCs on USMS missions. As of September 2021, DOJ law enforcement components are implementing BWC into their agency missions. Accordingly, all partner agencies should be aware that USMS and other DOJ law enforcement personnel may be operating with BWCs on USMS task force operations.

**RECORDS, REPORTS, AND TESTIMONY:** After the RFTF/VOTF has adopted a warrant, all investigative reports, evidence, and other materials generated, seized or collected by the RFTF/VOTF, relating to the fugitive investigation, shall be material within the custody and control of the RFTF/VOTF. Physical evidence, such as drugs, firearms, counterfeit credit cards, and related items may be released to the appropriate prosecuting agency. Records and information obtained during the RFTF/VOTF fugitive investigation are ordinarily not evidence and may not be released unless authorized by the Office of General Counsel (OGC). A participating agency may retain copies of RFTF/VOTF investigative reports, and other documents or materials, but they may be released only upon approval of the USMS (OGC), in consultation with the local U.S. Attorney's Office, if and as applicable. If an applicable state law mandates the release of records or reports pertaining to RFTF/VOTF activities, those documents may only be released after coordination with USMS OGC.

RFTF/VOTF records and documents will be maintained in USMS electronic records and/or paper case files. All investigative reporting will be prepared in compliance with existing USMS policy and procedures utilizing USMS case management systems. Every effort should be made to document investigative activities on USMS forms, such as USM-11s and USM-210s. Reports should never contain information related to sensitive USMS programs that are deemed privileged and not subject to reporting. Task force statistics will be maintained in the USMS case management systems. Statistics will be made available to any participating agency upon request.

To the greatest extent possible, all communications regarding USMS task force operations should be conducted on USMS email accounts and USMS cellular devices (if issued to the TFO). If required as per policy, a TFO may complete parent agency investigatory forms pertaining to task force operations. However, copies of such investigatory forms will be provided to the task force's USMS supervisory personnel for inclusion in the relevant USMS case file. The USMS has an interest in reports documenting task force related investigations or activities prepared by a TFO on their parent agency form, and any task force related email or text exchanges done on a parent agency issued account or device. Accordingly, if a state open records request for task force records held on parent agency electronic systems or devices or in paper files is received by a TFO, and an applicable state records law mandates the disclosure of task force records, the

parent agency agrees to notify USMS of the request and coordinate with the USMS prior to any proposed disclosure.

Information that identifies, or tends to identify, a USMS confidential source, a USMS sensitive program, or the use of sensitive equipment/techniques will not be recorded on parent agency forms or parent agency issued devices and will not be released outside of the USMS unless approved by the Office of General Counsel (OGC). Absent exceptions noted below for discovery related purposes, information related to RFTF/VOTF activities will not be disseminated at any time to any third party (including a non-task force law enforcement officer or other law enforcement agency) by any task force member without notification to the RFTF/VOTF Chief Inspector/Chief Deputy or his/her designee, in consultation with USMS OGC where appropriate. This guidance applies to requests to share reports, memoranda, or other records (both formal and informal) compiled during the course of RFTF/VOTF operations. Nothing in this paragraph supersedes requirements pursuant to federal discovery obligations and/or the DOJ Touhy regulations, 28 C.F.R. § 16.21, et seq.

All requests for task force-related information, testimony (including any preparation in support) and documents (whether maintained in USMS systems and/or parent agency systems) in connection with state or federal litigation require compliance with the DOJ Touhy Regulations. Any disclosure of records pertaining to task force operations in state and federal litigation will only be done by or with the permission of the U.S. Attorney's Office (Civil Division) and the Office of General Counsel. The partner agency agrees TFOs receiving requests to testify in federal or state litigation regarding task force matters, or for the disclosure of records pertaining to task force matters in federal or state court, will notify the Office of General Counsel. The TFO will await authorization for such testimony or record disclosure prior to testifying, engaging in trial preparation with a prosecutor, and/or providing records, consistent with the DOJ Touhy regulations.

TFOs whose parent agency are properly onboarded to the USMS Body Worn Camera Program (BWCP) may wear parent agency issued BWC during certain USMS task force operations. TFOs are governed by the provisions set forth in the USMS TFO BWC Standard Operating Procedures and USMS Policy Directive 2.11, Body Worn Cameras. Any copy of TFO BWC recording shared with the USMS upon culmination of an enforcement action is deemed a federal record, subject to federal disclosure laws and DOJ policies. If a partner agency receives a request for TFO BWC footage pursuant to state records laws, that agency agrees to provide USMS with advance written notification of the request and proposed disclosure. Requests to the USMS for footage in connection with state or federal criminal prosecutions or civil litigation will be handled pursuant to the DOJ Touhy Regulations and/or applicable federal discovery rules and routed to the USMS Office of the General Counsel.

**CONFIDENTIAL SOURCES / CONFIDENTIAL INFORMANTS:** Pending the availability of funds, the USMS may provide funding for payment of Confidential Sources (CS) or Confidential Informants (CI). The use of CS/CIs, registration of CS/CIs and all payments to CS/CIs shall comply with USMS policy. USMS payment to an individual providing information

or “tip” related to a USMS offered reward on an active fugitive case shall be accomplished by registering the individual or “tipster” through the established USMS CS payment process.

**USE OF FORCE:** All members of the RFTF/VOTF will comply with their agencies' guidelines concerning the use of firearms, deadly force, and less-than lethal devices, to include completing all necessary training and certification requirements. All members of the RFTF/VOTF when operating on task force missions will adhere to the DOJ Policy Statement on the Use of Force, dated May 20, 2022, and the DOJ Policy Statement on the Use of Less-Than-Lethal Devices, dated May 16, 2011, and their parent agencies will review the Policy Statement to assure that they approve. Additionally, all members of the RFTF/VOTF when operating on task force missions will adhere to the DOJ Deputy Attorney General memorandum, dated September 13, 2021, prohibiting the use of chokeholds or carotid restraint techniques unless deadly force is authorized. Copies of all applicable firearms, deadly force, and less-than-lethal policies shall be provided to the RFTF/VOTF Chief Inspector/Chief Deputy and each concerned TFO. In the event of a shooting involving task force personnel, the incident will be investigated by the appropriate agency(s). Additionally, in the event of a shooting, the required reporting for the FBI National Use of Force Data Collection (NUOFDC) should be accomplished by the involved task force personnel's employing agency when the TFO is inside their primary/physical jurisdiction and by the USMS when the TFO is outside their employing agency's primary/physical jurisdiction. If the employing agency wishes to submit such NUOFDC entries regardless of the physical location of the event, that is allowed under this MOU with prior written notice to the USMS.

**NEWS MEDIA:** Media inquiries will be referred to the RFTF/VOTF Chief Inspector/Chief Deputy. A press release may be issued, and press conference held, upon agreement and through coordination with participant agencies' representatives. All press releases will exclusively make reference to the task force and participant agencies.

**RELEASE OF LIABILITY:** The Parties acknowledge that this MOU does not alter the applicable law governing civil liability, if any, arising from the conduct of personnel assigned to the RFTF/VOTF.

Each participating agency shall immediately notify the USMS Office of General Counsel of any civil, administrative, or criminal claim, complaint, discovery request, or other request for information of which the agency receives notice, concerning or arising from the conduct of personnel assigned to the RFTF/VOTF or otherwise relating to the RFTF/VOTF. Each participating agency acknowledges that financial and civil liability, if any and in accordance with applicable law, for the acts and omissions of each employee detailed to the RFTF/VOTF remains vested with his or her employing agency. If a civil claim or complaint is brought against a state or local officer assigned to the RFTF/VOTF, the officer may request legal representation and/or defense by DOJ, under the circumstances and pursuant to the statutes and regulations identified below.

For the limited purpose of defending against a civil claim arising from alleged negligent or wrongful conduct under common law under the FTCA, 28 U.S.C. § 1346(b) and §§ 2671-2680: an individual assigned to the RFTF/VOTF who is named as a defendant in a civil action as a

result of or in connection with the performance of his or her official duties and assignments pursuant to this MOU may request to be certified by the U.S. Attorney General or his designee as having acted within the scope of federal employment at the time of the incident giving rise to the suit. 28 U.S.C. § 2679(d)(2). Upon such certification, the individual will be considered an “employee” of the United States government for the limited purpose of defending the civil claim under the FTCA, and the claim will proceed against the United States as sole defendant. 28 U.S.C. § 2679(d)(2). Once an individual is certified as an employee of the United States for purposes of the FTCA, the United States is substituted for the employee as the sole defendant with respect to any tort claims. Decisions regarding certification of employment under the FTCA are made on a case-by-case basis, and the USMS cannot guarantee such certification to any RFTF/VOTF personnel.

For the limited purpose of defending against a civil claim arising from an alleged violation of the U.S. Constitution pursuant to 42 U.S.C. § 1983 or *Bivens v. Six Unknown Named Agents of the Federal Bureau of Narcotics*, 403 U.S. 388 (1971): an individual assigned to the RFTF/VOTF who is named as a defendant in a civil action as a result of or in connection with the performance of his or her official duties and assignments pursuant to this MOU may request individual-capacity representation by DOJ to defend against the claims. 28 C.F.R. §§ 50.15, 50.16. Any such request for individual-capacity representation must be made in the form of a letter from the individual defendant to the U.S. Attorney General through the USMS Office of General Counsel. In the event of an adverse judgment against the individual, he or she may request indemnification from DOJ. 28 C.F.R. § 50.15(c)(4). Requests for DOJ representation and indemnification are determined by DOJ on a case-by-case basis. The USMS cannot guarantee the United States will provide legal representation or indemnification to any RFTF/VOTF personnel.

Liability for any conduct by RFTF/VOTF personnel undertaken outside of the scope of their assigned duties and responsibilities under this MOU shall not be the responsibility of the USMS or the United States and shall be the sole responsibility of the respective employee and/or agency involved.

**EFFECTIVE DATE AND TERMINATION:** This MOU is in effect once signed by all parties. Participating agencies may withdraw their participation after providing 30 days advanced written notice to the RFTF/VOTF Chief Inspector/Chief Deputy.

**Task Force: KY-E VOTF**  
**UNITED STATES MARSHAL:**

**Print Name:** Jeremy Honaker, (A)USM

**Signature:** \_\_\_\_\_

**Date:** 11 June 24

**RFTF COMMANDER (where applicable):**

**Print Name:** Kenny Vanover, (A)CDUSM

**Signature:** \_\_\_\_\_

**Date:** 6-11-24

**PARTNER AGENCY:**

**Name:** Lexington-Fayette Urban County Government

**Location (City, State):** Lexington, KY

**PARTNER AGENCY REPRESENTATIVE:**

**Print Name and Title:** Lawrence Weathers, Chief of Police

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**ASSISTANT DIRECTOR, INVESTIGATIVE OPERATIONS DIVISION:**

**Print Name:**

**Signature:**

**Date:**

**Partner Agency Representative:**

**Print Name and Title:** Linda Gorton, Mayor

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_



RESOLUTION NO. \_\_\_\_-2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH UNITED STATES MARSHALS SERVICE, FOR JOINT LAW ENFORCEMENT OPERATIONS.

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

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute the Memorandum of Understanding, which is attached hereto and incorporated herein by reference, with United States Marshals Service, for joint law enforcement operations.

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  
90-25:MRS: 4921-9566-3634, v. 1

## Maureen Watson

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**From:** Happy, Renita 32519 <rhappy@lexingtonpolice.ky.gov>  
**Sent:** Tuesday, January 28, 2025 4:38 PM  
**To:** Maureen Watson  
**Subject:** Addendum to United States Marshals Fugitive Task Force Memorandum of Understanding  
**Attachments:** SKM\_C360i25012817270.pdf

[EXTERNAL] Use caution before clicking links and/or opening attachments.

Based on the below email from Mike Sanner, Mayor Gorton can sign the attached document without Council approval, since there are no funds involved and it's an addendum to a signed agreement for joint law enforcement. Would you be able to get her signature on this and return to me as soon as possible, or do I need to direct it to someone else?

Thank you,

**Renita Happy**  
*Administrative Secretary to Chief*  
Lexington Police Department  
(859) 258-3621 (office)  
[lexingtonky.gov](http://lexingtonky.gov)



1775 - 2025

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**From:** Michael Sanner <msanner@lexingtonky.gov>  
**Sent:** Friday, January 17, 2025 8:49 AM  
**To:** Happy, Renita 32519 <rhappy@lexingtonpolice.ky.gov>  
**Subject:** RE: Memorandum of Understanding - United States Marshals Service Fugitive Task Force

Renita

This is fine. Since there is no money being spent and it is an addendum to a signed agreement, no council authorization is needed for joint law enforcement

**Michael R. Sanner**  
*Attorney Senior*  
Department of Law

859.258.3500 office  
859.258.3538 fax  
[lexingtonky.gov](http://lexingtonky.gov)





1775-2025

NOTICE: THIS ELECTRONIC MAIL TRANSMISSION IS FOR THE USE OF THE NAMED INDIVIDUAL OR ENTITY TO WHICH IT IS DIRECTED AND MAY CONTAIN INFORMATION THAT IS PRIVILEGED OR CONFIDENTIAL. IT IS NOT TO BE TRANSMITTED TO OR RECEIVED BY ANYONE OTHER THAN THE NAMED ADDRESSEE (OR PERSON AUTHORIZED TO DELIVER IT TO THE NAMED ADDRESSEE.) IT IS NOT TO BE COPIED OR FORWARDED TO ANY UNAUTHORIZED PERSONS. IF YOU HAVE RECEIVED THIS ELECTRONIC MAIL TRANSMISSION IN ERROR, DELETE IT FROM YOUR SYSTEM WITHOUT COPYING OR FORWARDING IT, AND NOTIFY THE SENDER OF THE ERROR BY REPLYING VIA E-MAIL OR BY CALLING THE DEPARTMENT OF LAW AT (859) 258-3500, SO THAT OUR ADDRESS RECORD CAN BE CORRECTED.

**From:** Happy, Renita 32519 <[rhappy@lexingtonpolice.ky.gov](mailto:rhappy@lexingtonpolice.ky.gov)>

**Sent:** Wednesday, January 15, 2025 11:04 AM

**To:** Michael Sanner <[msanner@lexingtonky.gov](mailto:msanner@lexingtonky.gov)>

**Subject:** Memorandum of Understanding - United States Marshals Service Fugitive Task Force

[EXTERNAL] Use caution before clicking links and/or opening attachments.

Good Morning Mike,

I am forwarding the attached documents for your review. This was initially sent to the Law Department last year for review, and they are resubmitting for processing. It looks the same to me, not sure, so if you wouldn't mind looking it over. Also, on the Addendum, for some reason they are telling me that it does not need to go to Council, please advise.

Thank you,

**Renita Happy**

*Administrative Secretary to Chief*

Lexington Police Department

(859) 258-3621 (office)

[lexingtonky.gov](http://lexingtonky.gov)



**LEXINGTON**



1775 - 2025

**Addendum to Fugitive Task Force Memorandum of Understanding**

**RE: Body-Worn Camera Use by Task Force Officers**

This Addendum supplements the current Memorandum of Understanding (MOU) between the United States Marshals Service (USMS) and the

Ledington-Fayette Urban County Government

*(Hereinafter referred to as "Partner Agency" or "TFO parent agency")*

Pursuant to the "U.S. Marshals – Body Worn Camera Interim Policy," dated May 17, 2022, and any successor USMS Body Worn Camera Policy Directive (hereinafter referred to as "USMS Policy"), the above-named Partner Agency has advised the USMS that it will require its Specially Deputized Task Force Officers (TFO) assigned to the USMS Task Force to use body worn cameras (BWCs). This Addendum governs that use.

The parties hereby agree to the following:

- I. The Partner Agency and their TFOs will be advised of and adhere to the USMS Policy, USMS's Standard Operating Procedures for Body-Worn Camera Program for Task Force Officers, and other applicable federal and USMS policies, procedures, regulations, and laws.
- II. The Partner Agency confirms that within thirty (30) days of execution of this agreement, it will complete the Partner Agency BWC Checklist and provide to the USMS details regarding the BWC system and cameras, including the details of any system protections, and any state or local policies or laws applicable to the TFOs' use of BWCs, including any retention policies, and training and access procedures.
- III. TFOs will follow the provisions set forth in this agreement for use of BWCs. Absent an express conflict with state law or partner agency policy, the provisions in this agreement control TFO use of parent-agency issued BWCs on USMS task force operations.
- IV. Use of BWCs During USMS Task Force Operations:
  - A. TFOs may use only Partner Agency-issued and Partner Agency-owned BWCs.
  - B. TFOs will be allowed to wear and activate their BWCs for the purposes of recording their actions during USMS Task Force operations only during:
    1. A planned attempt to serve an arrest warrant or other planned arrest; or,
    2. The execution of a search warrant.

- a. For the execution of a search warrant, BWCs should not be used for searches of property lawfully in government custody or control, or a search to obtain digital or electronic records executed by a third party, such as an electronic service provider or custodian of electronic records.
- C. TFOs are authorized to activate their BWCs upon approaching a subject or premises and must deactivate their BWCs when the scene is secured as determined by the USMS Task Force Supervisor or Team Leader on the scene.
  - 1. For purposes of this agreement, the term “secured” means the scene is safe and under law enforcement control.
  - 2. In the event circumstances arise requiring additional law enforcement assistance to secure the scene, the TFO will end BWC recording when relieved from the scene by another law enforcement officer.
- D. Unless parent agency BWC policy and/or state law conflicts, TFOs are authorized to wear and activate recording equipment, in accordance with USMS Policy, anywhere they are authorized to operate under the scope of their USMS TFO deputization (to include on enforcement actions crossing jurisdictional boundaries). Where parent agency BWC policy and/or state law conflicts with the USMS activation and deactivation parameters, TFO’s will follow the provisions in Appendix A that identify how to properly mark sections of a recording to ensure that the USMS task force operation captured on footage is easily identifiable. This will prevent the ingestion of non-task force related footage into the USMS video retention solution and allow USMS to promptly respond to requests for BWC footage.
- E. In the event a TFOs’ BWC is not working or is inoperable due to a technical problem or cannot be used due to physical damage, the TFO may participate in the operation without using a BWC if that continued participation is consistent with the Partner Agency policy.
- F. Even when BWC use would be permissible in the circumstances set forth in Section IV, subsection B, above, TFOs are prohibited from recording:
  - 1. Undercover or covert personnel and locations;
  - 2. Confidential informants or confidential sources;
  - 3. On-scene witness interviews prior to or after the operation; or
  - 4. Actions by any non-law enforcement persons at the scene who are assisting law enforcement personnel prior to or after the operation.
- G. Even when BWC use would be permissible in the circumstances set forth above in Section IV, subsection B, TFOs are prohibited from activating their BWC if, as determined by the USMS, the TFO is:

1. Using specialized or sensitive investigative techniques;
2. Operating as part of a highly specialized or sensitive operation or group;
3. Operating in a sensitive area; or
4. Working in an undercover or covert status on behalf of the USMS Task Force or the USMS itself

H. Even when BWC use would be permissible in the circumstances set forth above in Section IV, subsection B, subject to the discretion of the USMS, TFOs generally shall not use BWCs to record any activities related to investigations involving:

1. Public Corruption;
2. Medical Facilities;
3. National Security (including international and domestic terrorism investigations or cases involving classified information); or
4. Other sensitive investigations as determined by the USMS.

V. Partner Agency Internal Controls:

- A. For purposes of this agreement, the term "TFO BWC recordings" refers to audio and video recording(s), and associated metadata, from TFO BWCs made while the TFO is working under federal authority, including when executing state and local warrants adopted by the USMS.
- B. The Partner Agency will provide and maintain central points-of-contact (POC), at a minimum two POCs, a primary and secondary, for the USMS on BWC matters. The Partner Agency will notify the USMS of any change to the POCs.
- C. The Partner Agency will notify the USMS of any change in state or local law or policy that will modify how TFOs must use BWCs and handle recordings.
- D. The Partner Agency will notify the USMS prior to making any change in agency policy that will affect the MOU Addendum or the storage, transfer, or redaction of TFO BWC recordings.
- E. The Partner Agency will provide specifications to USMS personnel on the BWC capabilities and operation.
- F. If applicable, the Partner Agency will restrict access to any TFO BWC GPS and/or livestream capability as required by the USMS.

VI. Handling of TFO BWC Recordings Made During USMS Task Force Operations:

- A. After a Task Force Operation, the TFO will upload any BWC footage into the Partner Agency's video retention system (VRS) and share a copy of that footage with the USMS. All copies of TFO BWC recordings made during federal Task Force Operations and shared with the USMS via the USMS VRS shall be deemed

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federal records of the DOJ/USMS pursuant to the Presidential and Federal Records Act Amendments of 2014 (Pub. L. No. 113-187, enacted November 26, 2014), and subject to federal disclosure rules and regulations, including the Freedom of Information Act (FOIA, 5 U.S.C. § 552) and Privacy Act of 1974. The original footage that remains in the custody of the Partner Agency shall not be disseminated by the TFO or TFO Partner Agency without advance written notification to the USMS of the intention to do so as soon as practicable.

- B. The Partner Agency will provide full, unredacted, duplicate copies of TFO BWC recordings to the USMS for all activations that record data of USMS Task Force- related Operations. The existence of TFO BWC recordings relating to a USMS Task Force Operation must be recorded in the USMS authorized record system. Additionally, an unredacted copy of any recording to be released by the TFO Partner Agency shall be provided to the USMS prior to said release.
- C. The Partner Agency is authorized to use the original TFO BWC recordings for internal review of its personnel consistent with the Partner Agency's policies and procedures but may not disseminate the BWC recording outside the Partner Agency or publicly release the footage without advance written notification to the USMS. The Partner Agency's original TFO BWC recording is subject to the relevant state open records laws and state retention requirements.
- D. The Partner Agency will notify the USMS immediately of any unauthorized access to TFO BWC recordings discovered by the Partner Agency. The Partner Agency will cooperate fully with the USMS in the investigation of any unauthorized access to or disclosure of TFO BWC recordings, including providing the USMS with the name(s) of any Partner Agency personnel determined by the Partner Agency to be involved in unauthorized access, copying, or disclosure.
- E. In all circumstances, TFO BWC recordings shall be treated as law enforcement sensitive information. The premature disclosure of these recordings could reasonably be expected to interfere with enforcement proceedings. TFO BWC recordings may be potential evidence in a federal investigation subject to applicable federal laws, rules, and policy concerning disclosure or dissemination and therefore are deemed privileged, absent appropriate redaction prior to disclosure or dissemination. Further, BWC recordings may be entirely exempt from public release or other disclosure or dissemination under applicable federal and state laws, rules, and policy.
- F. If a TFO BWC recording involves a "reportable incident," as defined below, or involves a time-sensitive or urgent situation, the Partner Agency will provide the USMS access to copies on an expedited basis, including during non-business hours.
  - 1. For purposes of this provision, "reportable incident" means:

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- a. shooting incident;
  - b. any incident which involves serious bodily injury, death, or where any enforcement action by USMS personnel resulted in the use of force or deadly force;
  - c. physical assault or attempted physical assault on a Law Enforcement Officer; and
  - d. intentional damage to any facility, conveyance, or other property owned by USMS.
- G. The Partner Agency will provide witnesses, as needed, to authenticate TFO recordings in litigation.
- H. The Partner Agency will inform the USMS of the length of time TFO BWC recordings will be retained by the Partner Agency before deletion.
- I. The Partner Agency will notify the USMS in writing as soon as possible regarding any request or demand for release or disclosure of TFO BWC recordings. In all circumstances, TFO BWC recordings may only be disseminated in accordance with the requirements contained within this MOU addendum.
- J. Expedited Public Release: If TFO BWC recording(s) depict conduct committed solely by a TFO resulting in serious bodily injury or death of another, the TFOs' Partner Agency shall notify the USMS as early as possible if it desires to publicly release the recording(s). Following the notification, the TFO's Partner Agency may immediately release the recording(s) with any redactions as appropriate, giving as much advance notice as possible to the USMS as to the time and manner of its release. The USMS will expeditiously review the recording(s) as soon as practical.
- 1. The notification to the USMS shall be made to the local United States Marshal or the Regional Fugitive Task Force (RFTF) Commander which supervises the Task Force on which the TFO serves. Additionally, those personnel will notify the Assistant Director (AD) of the USMS Investigative Operations Division (IOD). The local U.S. Marshal and/or RFTF Commander and AD, IOD will provide further notifications within the USMS as appropriate.
- K. An USMS enforcement action or incident may require additional support from law enforcement officers with the Partner Agency. In the event those assisting law enforcement officers have BWCs, any captured video from those cameras will be made available by the Partner Agency to the USMS upon request.
- VII. The USMS will ensure that all USMS Task Force partner agencies are informed of

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which other partner agencies, if any, mandate BWC use by their respective TFOs and are authorized to have their TFOs wear BWCs on the USMS Task Force.

VIII. If the Partner Agency fails to comply with any part of this Addendum, the relationship established under the Task Force Memorandum of Understanding may be immediately terminated.

*\*Digital signatures are preferred\**

**PARTNER AGENCY:**

Name: Lexington-Fayette Urban County Government Phone: (859) 258-3600

Location (City and State): Lexington, KY

**PARTNER AGENCY REPRESENTATIVE:**

Print Name and Title: Lawrence Weathers, Chief of Police

Signature: 

Date: 01/17/2025

**RETE COMMANDER (WHERE APPLICABLE):**

Print Name and Title: KY-E VOTF Kenney Vanover, (A)CDUSM

Signature: 

Date: 6-17-24

**ADDITIONAL SIGNATURE (OTHER EXTERNAL REPRESENTATIVE) - OPTIONAL:**

Print Name and Title: Linda Gorton, Mayor

Lexington-Fayette Urban County Government

Signature: 

Date: 1/28/25

**ADDITIONAL SIGNATURE (OTHER EXTERNAL REPRESENTATIVE) - OPTIONAL:**

Print Name and Title:

Signature: 

Date:

**UNITED STATES MARSHAL:**

Print Name and Title: Jeremy Honaker, USM

District: Eastern District of Kentucky

Signature: 

Date: 21 June 2024

*Note: Signed Addendum MUST be submitted to the Investigative Operations Division with other required documentation to obtain authorization for participation in the TFO BWC Program prior to TFOs deploying with BWCs on USMS operations. The executed Addendum should be retained locally with the executed USMS Fugitive Task Force MOU.*

RESOLUTION NO. 050-2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH UNITED STATES MARSHALS SERVICE, FOR JOINT LAW ENFORCEMENT OPERATIONS.

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

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute the Memorandum of Understanding, which is attached hereto and incorporated herein by reference, with United States Marshals Service, for joint law enforcement operations.

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

PASSED URBAN COUNTY COUNCIL: February 20, 2025



MAYOR

ATTEST:



CLERK OF URBAN COUNTY COUNCIL

90-25:MRS: 4921-9566-3634, v. 1

**United States Marshals Service**  
**Fugitive Task Force**  
**Memorandum of Understanding**  
**For Non-Federal Agencies**  
Rev. 03/2023

**PARTIES AND AUTHORITY:**

This Memorandum of Understanding (MOU) is entered into by the **Lexington-Fayette Urban County Government** and the United States Marshals Service (USMS) pursuant to 28 U.S.C. § 566(e)(1)(B). As set forth in the Presidential Threat Protection Act of 2000, codified at 34 U.S.C. 41503, and directed by the Attorney General, the USMS has been granted authority to direct and coordinate permanent Regional Fugitive Task Forces consisting of federal, state, and local law enforcement authorities for the purpose of locating and apprehending fugitives. The authority of the USMS to investigate fugitive matters as directed by the Attorney General is set forth in 28 USC § 566. The Director's authority to direct and supervise all activities of the USMS is set forth in 28 USC § 561(g) and 28 CFR 0.111. The authority of United States Marshals and Deputy U.S. Marshals, "in executing the laws of the United States within a State . . . [to] exercise the same powers which a sheriff of the State may exercise in executing the laws thereof" is set forth in 28 USC § 564. Additional authority is derived from 18 USC § 3053 and Office of Investigative Agency Policies Resolutions 2 & 15. *See also* Memorandum for Howard M. Shapiro, General Counsel, Federal Bureau of Investigation concerning the "Authority to Pursue Non-Federal Fugitives," issued by the U.S. Department of Justice (DOJ), Office of Legal Counsel, dated February 21, 1995; Memorandum concerning the "Authority to Pursue Non-Federal Fugitives," issued by the USMS Office of General Counsel, dated May, 1, 1995; 42 U.S.C. § 16941(a) ("The Attorney General shall use the resources of Federal law enforcement, including the United States Marshals Service, to assist jurisdictions in locating and apprehending sex offenders who violate sex offender registration requirements."). Additional authority is derived from the Attorney General's Memorandum, Implementation of National Anti-Violent Crime Initiative (March 1, 1994); Attorney General's Memorandum, Policy on Fugitive Apprehension in FBI and DEA Cases (dated August 11, 1988); Memorandum of Understanding between the Drug Enforcement Administration and the United States Marshals Service (dated September 28, 2018, or as hereafter amended); and Federal Rules of Criminal Procedure 41 – Search and Seizure.

**MISSION:** The primary mission of the task force is to investigate and arrest, as part of joint law enforcement operations, persons who have active warrants for their arrest. The intent of the joint effort is to investigate and apprehend federal, local, state, tribal, and territorial fugitives, thereby improving public safety and reducing violent crime. Each participating agency agrees to refer cases for which they hold the primary warrant for the subject to the RFTF (Regional Fugitive Task Force) or VOTF (Violent Offender Task Force) for adoption and investigation. Cases will be adopted by the RFTF/VOTF at the discretion of the RFTF/VOTF Chief Inspector/Chief Deputy. Targeted crimes will primarily include violent crimes against persons, weapons offenses, felony drug offenses, failure to register as a sex offender, and crimes committed by

subjects who have a criminal history involving violent crimes, felony drug offenses, and/or weapons offenses. Upon receipt of a written request, the RFTF/VOTF may also adopt non-participating law enforcement agencies in investigating, locating, and arresting their fugitives. Task force personnel will be assigned federal and adopted fugitive cases for investigation. Investigative teams will consist of personnel from different agencies whenever possible. Participating agencies retain responsibility for the cases they refer to the RFTF/VOTF. Federal fugitive cases referred to the task force for investigation by any participating agency will be entered into the National Crime Information Center (NCIC) by the USMS or originating agency, as appropriate. State, local, tribal, or territorial fugitive cases will be entered into NCIC (and other applicable state or local lookout systems) as appropriate by the concerned agency.

**SUPERVISION:** The RFTF/VOTF may consist of law enforcement and administrative personnel from federal, state, local, tribal, and territorial law enforcement agencies. Agency personnel must be approved by the RFTF/VOTF Chief Inspector/Chief Deputy prior to assignment to the RFTF/VOTF. Agency personnel may be removed at any time at the discretion of the RFTF/VOTF Chief Inspector/Chief Deputy. Direction and coordination of the RFTF/VOTF shall be the responsibility of the RFTF/VOTF Chief Inspector/Chief Deputy. Administrative matters which are internal to the participating agencies remain the responsibility of the respective agencies. Furthermore, each agency retains responsibility for the conduct of its personnel. A Task Force Advisory Committee, consisting of representatives of participating agencies and USMS RFTF/VOTF personnel, may be established at the discretion of the RFTF/VOTF Chief Inspector/Chief Deputy and will meet and confer as necessary to review and address issues concerning operational matters within the RFTF/VOTF.

**PERSONNEL:** In accordance with Homeland Security Presidential Directive 12, personnel assigned to the task force are required to undergo background investigations to be provided unescorted access to USMS offices, records, and computer systems. The USMS shall bear the costs associated with those investigations. Non-USMS law enforcement officers assigned to the task force will be deputized as Special Deputy U.S. Marshals.

**REIMBURSEMENT:** If the Marshals Service receives Asset Forfeiture funding for either 1) overtime incurred by state, local, tribal, or territorial investigators who provide full time support to USMS RFTF/VOTF joint law enforcement task forces; or 2) travel, training, purchase or lease of police vehicles, fuel, supplies or equipment for state, local, tribal, or territorial investigators in direct support of state, local, tribal or territorial investigators, the USMS shall, pending availability of funds, reimburse your organization for expenses incurred, depending on which category of funding is provided. Reimbursement of overtime work shall be consistent with the Fair Labor Standards Act. Annual overtime for each state or local law enforcement officer is capped the equivalent 25% of a GS-1811-12 Step 1, of the general pay scale for the Rest of United States. Reimbursement for all types of qualified expenses shall be contingent upon availability of funds and the submission of a proper request for reimbursement which shall be submitted quarterly on a fiscal year basis, and which provides the names of the investigators who incurred overtime for the RFTF/VOTF during the quarter; the number of overtime hours incurred, the hourly regular and overtime rates in effect for each investigator, and the total quarterly cost. The request for reimbursement must be submitted to the RFTF/VOTF Chief

Inspector/Chief Deputy, who will review the request for reimbursement, stamp and sign indication that services were received and that the request for reimbursement is approved for payment. Supporting documentation must accompany requests for reimbursement for equipment, supplies, training, fuel, and vehicle leases.

Reimbursement for other types of qualified expenses (i.e., investigative or travel) shall be contingent upon availability of funds and the submission of a proper request for reimbursement. Task force personnel may incur investigative expenses or may be required to travel outside of the jurisdiction to which they are normally assigned in furtherance of task force operations. State, local, tribal, or territorial task force officers (TFOs) traveling on official business at the direction of the USMS shall be reimbursed directly by the USMS for their authorized travel expenses in accordance with applicable USMS policy, federal laws, rules, and regulations. The request for reimbursement must be submitted to the RFTF/VOTF Chief Inspector/Chief Deputy, or IOD program Chief (i.e., SOIB or OCAG), and must include appropriate supporting documentation.

**VEHICLES:** Pending the availability of asset forfeiture funding, the USMS may acquire vehicles to be utilized by state, local, tribal, or territorial investigators assigned to the RFTF/VOTF. Vehicles provided by the USMS remain in the control of the USMS and must be used solely in support of RFTF/VOTF operations. The vehicles must be available for exclusive use of the TFOs assigned to the RFTF/VOTF by the undersigned participant agency for the duration of the agency's participation on the task force. If the agency is no longer a participating member of the RFTF/VOTF, any USMS vehicle provided to the agency for use by TFO(s) must be returned to the USMS. Operators of USMS-provided vehicles must adhere to USMS policy regarding the use of government owned vehicles. Any violation of the USMS vehicle policy may result in the vehicle being repossessed by the USMS and the operator and/or agency forfeiting the opportunity to utilize a USMS-provided vehicle in the future. Vehicles provided to state, local, tribal, or territorial investigators may be subject to additional regulations or restrictions pursuant to USMS lease agreements. Replacement or removal of any vehicle provided by the USMS will be at the discretion of the USMS and/or subject to lease agreement terms.

**EQUIPMENT:** Pending the availability of Asset Forfeiture funding, the USMS may purchase equipment for state, local, tribal, or territorial investigators assigned to the RFTF/VOTF. Equipment purchased by the USMS using Asset Forfeiture funding must be used solely in support of RFTF/VOTF operations. The equipment must be available for exclusive use of the TFOs assigned to the RFTF/VOTF by the undersigned participant agency for the duration of the agency's participation on the task force. If the agency is no longer a participating member of the RFTF/VOTF, any equipment purchased with Asset Forfeiture and provided to TFOs from the agency may be retained by the agency. Equipment provided by the USMS that is not purchased using Asset Forfeiture funding remains the property of the USMS and will be issued to state, local, tribal, or territorial investigators for exclusive use in support of the RFTF/VOTF. If the investigator or agency is no longer a participating member of the RFTF/VOTF, any equipment issued that was not purchased with Asset Forfeiture funding will be returned to the USMS.

**BODY-WORN CAMERAS AND TASK FORCE OFFICERS:** As per USMS Policy, Body Worn Cameras (BWC) may be worn by TFOs operating on a USMS Task Force when their parent agency mandates their use by personnel assigned to the task force. A partner agency must

formally request to participate in the TFO BWC program and, upon approval, comply with all USMS policies, procedures, documentation, and reporting during their participation. The USMS will inform all partner agencies of which other partner agencies, if any, have been authorized to have their TFOs wear BWCs on the Task Force. Accordingly, all partner agencies should be aware that TFOs may be participating in the TFO BWC program and may be operating with BWCs on USMS task force operations in their agency's jurisdiction. TFOs whose parent agency is not approved for participation in the TFO BWC program are not allowed to deploy with BWCs on USMS missions. As of September 2021, DOJ law enforcement components are implementing BWC into their agency missions. Accordingly, all partner agencies should be aware that USMS and other DOJ law enforcement personnel may be operating with BWCs on USMS task force operations.

**RECORDS, REPORTS, AND TESTIMONY:** After the RFTF/VOTF has adopted a warrant, all investigative reports, evidence, and other materials generated, seized or collected by the RFTF/VOTF, relating to the fugitive investigation, shall be material within the custody and control of the RFTF/VOTF. Physical evidence, such as drugs, firearms, counterfeit credit cards, and related items may be released to the appropriate prosecuting agency. Records and information obtained during the RFTF/VOTF fugitive investigation are ordinarily not evidence and may not be released unless authorized by the Office of General Counsel (OGC). A participating agency may retain copies of RFTF/VOTF investigative reports, and other documents or materials, but they may be released only upon approval of the USMS (OGC), in consultation with the local U.S. Attorney's Office, if and as applicable. If an applicable state law mandates the release of records or reports pertaining to RFTF/VOTF activities, those documents may only be released after coordination with USMS OGC.

RFTF/VOTF records and documents will be maintained in USMS electronic records and/or paper case files. All investigative reporting will be prepared in compliance with existing USMS policy and procedures utilizing USMS case management systems. Every effort should be made to document investigative activities on USMS forms, such as USM-11s and USM- 210s. Reports should never contain information related to sensitive USMS programs that are deemed privileged and not subject to reporting. Task force statistics will be maintained in the USMS case management systems. Statistics will be made available to any participating agency upon request.

To the greatest extent possible, all communications regarding USMS task force operations should be conducted on USMS email accounts and USMS cellular devices (if issued to the TFO). If required as per policy, a TFO may complete parent agency investigatory forms pertaining to task force operations. However, copies of such investigatory forms will be provided to the task force's USMS supervisory personnel for inclusion in the relevant USMS case file. The USMS has an interest in reports documenting task force related investigations or activities prepared by a TFO on their parent agency form, and any task force related email or text exchanges done on a parent agency issued account or device. Accordingly, if a state open records request for task force records held on parent agency electronic systems or devices or in paper files is received by a TFO, and an applicable state records law mandates the disclosure of task force records, the

parent agency agrees to notify USMS of the request and coordinate with the USMS prior to any proposed disclosure.

Information that identifies, or tends to identify, a USMS confidential source, a USMS sensitive program, or the use of sensitive equipment/techniques will not be recorded on parent agency forms or parent agency issued devices and will not be released outside of the USMS unless approved by the Office of General Counsel (OGC). Absent exceptions noted below for discovery related purposes, information related to RFTF/VOTF activities will not be disseminated at any time to any third party (including a non-task force law enforcement officer or other law enforcement agency) by any task force member without notification to the RFTF/VOTF Chief Inspector/Chief Deputy or his/her designee, in consultation with USMS OGC where appropriate. This guidance applies to requests to share reports, memoranda, or other records (both formal and informal) compiled during the course of RFTF/VOTF operations. Nothing in this paragraph supersedes requirements pursuant to federal discovery obligations and/or the DOJ Touhy regulations, 28 C.F.R. § 16.21, et seq.

All requests for task force-related information, testimony (including any preparation in support) and documents (whether maintained in USMS systems and/or parent agency systems) in connection with state or federal litigation require compliance with the DOJ Touhy Regulations. Any disclosure of records pertaining to task force operations in state and federal litigation will only be done by or with the permission of the U.S. Attorney's Office (Civil Division) and the Office of General Counsel. The partner agency agrees TFOs receiving requests to testify in federal or state litigation regarding task force matters, or for the disclosure of records pertaining to task force matters in federal or state court, will notify the Office of General Counsel. The TFO will await authorization for such testimony or record disclosure prior to testifying, engaging in trial preparation with a prosecutor, and/or providing records, consistent with the DOJ Touhy regulations.

TFOs whose parent agency are properly onboarded to the USMS Body Worn Camera Program (BWCP) may wear parent agency issued BWC during certain USMS task force operations. TFOs are governed by the provisions set forth in the USMS TFO BWC Standard Operating Procedures and USMS Policy Directive 2.11, Body Worn Cameras. Any copy of TFO BWC recording shared with the USMS upon culmination of an enforcement action is deemed a federal record, subject to federal disclosure laws and DOJ policies. If a partner agency receives a request for TFO BWC footage pursuant to state records laws, that agency agrees to provide USMS with advance written notification of the request and proposed disclosure. Requests to the USMS for footage in connection with state or federal criminal prosecutions or civil litigation will be handled pursuant to the DOJ Touhy Regulations and/or applicable federal discovery rules and routed to the USMS Office of the General Counsel.

**CONFIDENTIAL SOURCES / CONFIDENTIAL INFORMANTS:** Pending the availability of funds, the USMS may provide funding for payment of Confidential Sources (CS) or Confidential Informants (CI). The use of CS/CIs, registration of CS/CIs and all payments to CS/CIs shall comply with USMS policy. USMS payment to an individual providing information

or “tip” related to a USMS offered reward on an active fugitive case shall be accomplished by registering the individual or “tipster” through the established USMS CS payment process.

**USE OF FORCE:** All members of the RFTF/VOTF will comply with their agencies’ guidelines concerning the use of firearms, deadly force, and less-than lethal devices, to include completing all necessary training and certification requirements. All members of the RFTF/VOTF when operating on task force missions will adhere to the DOJ Policy Statement on the Use of Force, dated May 20, 2022, and the DOJ Policy Statement on the Use of Less-Than-Lethal Devices, dated May 16, 2011, and their parent agencies will review the Policy Statement to assure that they approve. Additionally, all members of the RFTF/VOTF when operating on task force missions will adhere to the DOJ Deputy Attorney General memorandum, dated September 13, 2021, prohibiting the use of chokeholds or carotid restraint techniques unless deadly force is authorized. Copies of all applicable firearms, deadly force, and less-than-lethal policies shall be provided to the RFTF/VOTF Chief Inspector/Chief Deputy and each concerned TFO. In the event of a shooting involving task force personnel, the incident will be investigated by the appropriate agency(s). Additionally, in the event of a shooting, the required reporting for the FBI National Use of Force Data Collection (NUOFDC) should be accomplished by the involved task force personnel's employing agency when the TFO is inside their primary/physical jurisdiction and by the USMS when the TFO is outside their employing agency's primary/physical jurisdiction. If the employing agency wishes to submit such NUOFDC entries regardless of the physical location of the event, that is allowed under this MOU with prior written notice to the USMS.

**NEWS MEDIA:** Media inquiries will be referred to the RFTF/VOTF Chief Inspector/Chief Deputy. A press release may be issued, and press conference held, upon agreement and through coordination with participant agencies’ representatives. All press releases will exclusively make reference to the task force and participant agencies.

**RELEASE OF LIABILITY:** The Parties acknowledge that this MOU does not alter the applicable law governing civil liability, if any, arising from the conduct of personnel assigned to the RFTF/VOTF.

Each participating agency shall immediately notify the USMS Office of General Counsel of any civil, administrative, or criminal claim, complaint, discovery request, or other request for information of which the agency receives notice, concerning or arising from the conduct of personnel assigned to the RFTF/VOTF or otherwise relating to the RFTF/VOTF. Each participating agency acknowledges that financial and civil liability, if any and in accordance with applicable law, for the acts and omissions of each employee detailed to the RFTF/VOTF remains vested with his or her employing agency. If a civil claim or complaint is brought against a state or local officer assigned to the RFTF/VOTF, the officer may request legal representation and/or defense by DOJ, under the circumstances and pursuant to the statutes and regulations identified below.

For the limited purpose of defending against a civil claim arising from alleged negligent or wrongful conduct under common law under the FTCA, 28 U.S.C. § 1346(b) and §§ 2671-2680: an individual assigned to the RFTF/VOTF who is named as a defendant in a civil action as a



result of or in connection with the performance of his or her official duties and assignments pursuant to this MOU may request to be certified by the U.S. Attorney General or his designee as having acted within the scope of federal employment at the time of the incident giving rise to the suit. 28 U.S.C. § 2679(d)(2). Upon such certification, the individual will be considered an “employee” of the United States government for the limited purpose of defending the civil claim under the FTCA, and the claim will proceed against the United States as sole defendant. 28 U.S.C. § 2679(d)(2). Once an individual is certified as an employee of the United States for purposes of the FTCA, the United States is substituted for the employee as the sole defendant with respect to any tort claims. Decisions regarding certification of employment under the FTCA are made on a case-by-case basis, and the USMS cannot guarantee such certification to any RFTF/VOTF personnel.

For the limited purpose of defending against a civil claim arising from an alleged violation of the U.S. Constitution pursuant to 42 U.S.C. § 1983 or *Bivens v. Six Unknown Named Agents of the Federal Bureau of Narcotics*, 403 U.S. 388 (1971): an individual assigned to the RFTF/VOTF who is named as a defendant in a civil action as a result of or in connection with the performance of his or her official duties and assignments pursuant to this MOU may request individual-capacity representation by DOJ to defend against the claims. 28 C.F.R. §§ 50.15, 50.16. Any such request for individual-capacity representation must be made in the form of a letter from the individual defendant to the U.S. Attorney General through the USMS Office of General Counsel. In the event of an adverse judgment against the individual, he or she may request indemnification from DOJ. 28 C.F.R. § 50.15(c)(4). Requests for DOJ representation and indemnification are determined by DOJ on a case- by-case basis. The USMS cannot guarantee the United States will provide legal representation or indemnification to any RFTF/VOTF personnel.

Liability for any conduct by RFTF/VOTF personnel undertaken outside of the scope of their assigned duties and responsibilities under this MOU shall not be the responsibility of the USMS or the United States and shall be the sole responsibility of the respective employee and/or agency involved.

**EFFECTIVE DATE AND TERMINATION:** This MOU is in effect once signed by all parties. Participating agencies may withdraw their participation after providing 30 days advanced written notice to the RFTF/VOTF Chief Inspector/Chief Deputy.

**Task Force: KY-E VOTF**  
**UNITED STATES MARSHAL:**

**Print Name:** Jeremy Honaker, (A)USM

**Signature:**  \_\_\_\_\_

**Date:** 11 June 24

**RFTF COMMANDER (where applicable):**

**Print Name:** Kenny Vanover, (A)CDUSM

**Signature:**  \_\_\_\_\_

**Date:** 6-11-24

**PARTNER AGENCY:**

**Name:** Lexington-Fayette Urban County Government

**Location (City, State):** Lexington, KY

**PARTNER AGENCY REPRESENTATIVE:**

**Print Name and Title:** Lawrence Weathers, Chief of Police

**Signature:**  \_\_\_\_\_

**Date:** 01/17/2025

**ASSISTANT DIRECTOR, INVESTIGATIVE OPERATIONS DIVISION:**

**Print Name:**

**Signature:**

**Date:**

**Partner Agency Representative:**

**Print Name and Title:** Linda Gorton, Mayor

**Signature:**  \_\_\_\_\_

**Date:** 2-26-25