

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507



Docket

Tuesday, October 12, 2021

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** [1017-21](#) Table of Motions: Council Work Session, September 28, 2021

Attachments: [ws motions 9 28 21](#)

IV. Budget Amendments**V. New Business****VI. Continuing Business/ Presentations**

- a** [1020-21](#) Neighborhood Development Funds: October 12, 2021

Attachments: [NDF List 10 12 21](#)

- b** [1018-21](#) Committee Summary: General Government & Social Services, September 14, 2021

Attachments: [09-14-21 GGSS summary](#)

- c** [1019-21](#) Committee Summary: Special Planning & Public Safety, September 14, 2021

Attachments: [09-14-2021 PPS Summary and Motions](#)
[ADU Draft Ordinance](#)

- d** [1021-21](#) Recognition: Rental Assistance Team

VII. Council Reports**VIII. Mayor's Report****IX. Public Comment - Issues Not on Agenda****X. Adjournment**

Administrative Synopsis - New Business Items

- a** **0961-21** Authorization to change street names and/or individual numbers of addresses within the 1st, 2nd, 3rd, 6th and 10th Council District. 407 Douglas Ave. to 705 Chiles Ave., 1917 Westmeath Pl. to 1937 Westmeath Pl., 373 Linden Walk to 307 Euclid Ave., 413-415 Johnson Ave. to 415 Johnson Ave., 1665 Margate Dr. to 1667 Margate Dr., 1681 Margate Dr. to 1683 Margate Dr. (L0961-21) (Patton/Armstrong)
- Attachments:** [Memo 3rd Qtr 2021 Address Changes](#)
 [Copy of 3rd Quarter 2021 Changes](#)
 [3rd Quarter 2021 Draft Resolution](#)
 [00737630.DOCX](#)
- b** **0962-21** Authorization to abolish one (1) vacant classified position of Social Worker Sr. (Grade 517E) and create one (1) classified position of Certified Social Worker (Grade 518E), in the Division of Youth Services, effective upon passage of Council. This will have a future impact of a cost of \$3,259.83. (L0962-21) (Maxwell/Hamilton)
- Attachments:** [Bluesheet Memo 22-0009](#)
 [From To 22.0009](#)
 [Fiscal Impact](#)
- c** **0970-21** Authorization to execute a Partial Release of Easement, releasing a five-foot utility easement on the parcels located at 406 Gibson Avenue, 410 Gibson Avenue, and 1207 South Broadway. No budgetary impact. (L0970-21) (Lubeck/Albright)
- Attachments:** [Bluesheet Memo.pdf](#)
 [Map of Subject Area.pdf](#)
 [Partial Release of Easement.pdf](#)
 [00739638.DOCX](#)
- d** **0972-21** Authorization to submit an allocation plan and accept \$4,865,246 of federal funds from the U.S. Department of Housing and Urban Development from the HOME Investment Partnerships Program to assist individuals who are homeless, at risk of homelessness, and other vulnerable populations by providing housing and supportive services. No matching funds are required. Budget amendment in process. (0972-21) (Lanter/Hamilton)
- Attachments:** [Bluesheet Memo](#)
 [BA 11330 Planning & Admin Budget](#)
 [Signed Lexington HOME ARP Grant Agreement](#)
- e** **0984-21** Authorization for the Division of Fire to enter into an agreement with UK for the clinical training for our paramedic students. No budgetary

impact. (L0984-21) (Wells/Armstrong)

Attachments: [Blue Sheet Memo Agreement with UK for clinical training](#)
[MOU with UK for clinical training for paramedic students](#)

f **0987-21**

Authorize payment and execute any necessary agreements or amendments with Management Registry Inc. (previously known as Omnisource Integrated Supply, LLC,) for CSEPP support staff, in the amount of \$223,000. Funds are budgeted for FY22. It is anticipated that grant funds will be available for these services in future budget years. (L0987-21) (Dugger/Armstrong)

Attachments: [22-blue sheet memo MR](#)
[LFUCG Managemet Registry Contract](#)
[RFP 1-2021](#)
[1-2021 - CSEPP Personnel Services - Scoring Summary \(1\)](#)
[IonWave](#)
[LFUCG Management Registry Contract 2.23.21 - Executed](#)
[Resolution 138-2021](#)

g **0989-21**

Authorization to abolish one (1) unclassified position of Service Writer (Grade 510N) and create one (1) classified position of Fleet Parts Specialist (Grade 510N) in the Division of Facilities and Fleet Management, effective upon passage of Council. This action is budget neutral. (L0989-21) (Maxwell/Hamilton)

Attachments: [Bluesheet Memo 22.0013](#)
[From-To 22.0013](#)



Lexington-Fayette Urban County Government Master

200 E. Main St
Lexington, KY 40507

File Number: 1017-21

File ID: 1017-21

Type: Summary

Status: Agenda Ready

Version: 1

Contract #:

In Control: Council Office

File Created: 10/06/2021

File Name: ws motions 9 28 21

Final Action:

Title: Table of Motions: Council Work Session, September 28, 2021

Notes:

Sponsors:

Enactment Date:

Attachments: ws motions 9 28 21

Enactment Number:

Deed #:

Hearing Date:

Drafter:

Effective Date:

Related Files:

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 1017-21

Title

Table of Motions: Council Work Session, September 28, 2021

**URBAN COUNTY COUNCIL
WORK SESSION
TABLE OF MOTIONS
September 28, 2021**

Mayor Gorton called the meeting to order at 3:00 p.m. Council Members Kay, Moloney, Ellinger, J. Brown, McCurn, LeGris, Lamb, Sheehan, Kloiber, F. Brown, Baxter, Bledsoe, Reynolds and Plomin were present. Council Member Worley was absent.

Motion by Kay to amend the work session agenda to add the recognition of Heather Moncrief under continuing business/presentations. Seconded by Bledsoe. Motion passed without dissent.

Motion by Kay to enter closed session. Seconded by Ellinger. Motion passed without dissent.

Motion by Baxter to return from closed session. Seconded by J. Brown. Motion passed without dissent.

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

Motion by McCurn to approve the September 30, 2021 council meeting docket. Seconded by Baxter. Motion passed without dissent.

Motion by F. Brown to remove ordinance #5 (an Ordinance amending Articles 6-4(b) and 7-5(a), (b), (c) and (d) of the Zoning Ordinance to include the notification of both owners and occupants of properties within the designated notification area for Public Hearings) and refer to the Planning & Public Safety Committee. Seconded by Baxter. Motion passed 13-1. Kay, Moloney, Ellinger, J. Brown, McCurn, LeGris, Sheehan, Kloiber, Baxter, F. Brown, Bledsoe, Reynolds and Plomin voted yes. Lamb voted no.

Motion by LeGris to place ordinance #4 (an Ordinance changing the zone from a Single Family Residential (R-1D) zone to a Neighborhood Business (B-1) zone, for 0.53 net (0.62 gross) acre, for property located at 355 American Ave.) on the September 30, 2021 council meeting without a public hearing. Seconded by J. Brown. Motion passed without dissent.

Motion by Sheehan to place on the docket for the September 30, 2021 Council Meeting, a resolution authorizing the mayor to, on behalf of UCG to execute a release if easement, releasing a utility easement on the property located at 2397 Richmond Rd. Seconded by Reynolds. Motion passed without dissent.

- III. Approval of Summary

Motion by Kay to approve the September 21, 2021 work session summary. Seconded by Plomin. Motion passed without dissent. .

IV. Budget Amendments

Motion by Ellinger to approve budget amendments. Seconded by McCurn. Motion passed without dissent.

V. New Business

Motion by Kay to approve new business. Seconded by Plomin. Motion passed without dissent. Council Moloney voted no on item J.

VI. Continuing Business/Presentations

Motion by Kay to approve neighborhood development funds. Seconded by Reynolds. Motion passed without dissent.

Motion by Lamb to amend the neighborhood development fund list to increase the allocation for Lexington Fairness to \$1,100. Seconded by Ellinger. Motion passed without dissent.

Council Member Bledsoe provided a summary of the August 31, 2021 Budget, Finance & Economic Development Committee meeting. There were no motions to report from the meeting.

Council Member Bledsoe provided a partial summary of the September 28, 2021 Budget, Finance & Economic Development Committee meeting.

Motion by Bledsoe to approve the draft ordinance that repeals ordinance 22-79 pertaining to the Mayor's authority to transfer the unencumbered balance of grants and providing that the Mayor may, upon specific authorization by ordinance or resolution, transfer the unencumbered balance of any account within the same grant budget so long as the scope and intent of the grant is not significantly changed. Seconded by Kay. Motion passed 13-1. Kay, Moloney, Ellinger, J. Brown, McCurn, LeGris, Sheehan, Kloiber, Baxter, F. Brown, Bledsoe, Reynolds and Plomin voted yes. Lamb voted no.

There were no additional motions to report at this time.

VII. Council Reports

Motion by Plomin to refer a review of the consent agenda process to the General Government & Social Services Committee. Seconded by Kay. Motion passed without dissent.

VIII. Mayor's Report

Motion by Plomin to Approve Mayor's Report. Seconded by Baxter. Motion passed without dissent.

IX. Public Comment – Issues Not on Agenda

X. Adjournment

Motion by Baxter to adjourn at 5:09pm. Seconded by Bledsoe. Motion passed without dissent.

SAM, 9/29/21



Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 1020-21

File ID: 1020-21

Type: Agenda Item

Status: Agenda Ready

Version: 1

Contract #:

In Control: Council Office

File Created: 10/06/2021

File Name: NDF 10 12 21

Final Action:

Title: Neighborhood Development Funds: October 12, 2021

Notes:

Sponsors:

Enactment Date:

Attachments: NDF List 10 12 21

Enactment Number:

Deed #:

Hearing Date:

Drafter:

Effective Date:

Related Files:

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 1020-21

Title

Neighborhood Development Funds: October 12, 2021

..Summary

Organization:

Saddle Club Subdivision HOA, Inc.
1452 Saddle Club Way
Lexington, KY 40505
Edyth Dabney

Purpose:

To assist with fencing repairs and wildlife control in their pond.

Amount:

\$500.00

Organization:

FDHS Swim and Dive Boosters, Inc.
611 Gingermill Lane
Lexington, KY 40509
Christa Foley

Purpose:

To assist in paying for practices and team meets for swim team students.

Amount:

\$600.00

Organization:

Georgetown Street Area NA, Inc.

555 Haskins Drive

Lexington, KY 40516

Angela Hampton

Purpose:

To assist with the Douglass Park historical marker.

Amount:

\$500.00

Organization:

Share Center Lexington, Inc.

573 Georgetown Street

Lexington, KY 40502

Hoda Shalash

Purpose:

To assist with the Day of Dignity hygiene pack giveaway.

Amount:

\$1,600.00

Organization:

Kentucky Refugee Ministries, Inc.

501 W. Sixth Street, Suite 250

Lexington, KY 40508

Mary Cobb

Purpose:

To assist with family relocation supplies.

Amount:

\$1,175.00

Organization:

The Larry Gilbert-Dave Bunnell Foundation, Inc.

469 Parkway Drive

Lexington, KY 40504

Curtis Mitchell

Purpose:

To assist with the Force on the Course, Armed Forces Edition.

Amount:

\$950.00

Organization:

CASA of Lexington

3245 Loch Ness Drive

Lexington, KY 40517

Melynda Jamison

Purpose:

To assist with ongoing operations.

Amount:
\$1,000.00

**Neighborhood Development Funds
October 12, 2021
Work Session**

Amount	Recipient	Purpose
\$ 500.00	Saddle Club Subdivision HOA, Inc. Edyth Dabney 1452 Saddle Club Way Lexington, KY 40504	To assist with fencing repairs and wildlife control in their pond.
\$ 600.00	FDHS Swim and Dive Boosters, Inc. Christa Foley 611 Gingermill Lane Lexington, KY 40509	To assist in paying for practices and team meets for swim team students.
\$ 500.00	Georgetown Street Area NA, Inc. Angela Hampton 555 Haskins Drive Lexington, KY 40508	To assist with the Douglass Park historical marker.
\$ 1,600.00	Share Center Lexington, Inc. Hoda Shalash 573 Georgetown Street Lexington, KY 40508	To assist with the Day of Dignity hygiene pack giveaway.
\$ 1,175.00	Kentucky Refugee Ministries, Inc. Mary Cobb 501 W. Sixth Street, Suite 250 Lexington, KY 40508	To assist with family relocation supplies.
\$ 950.00	The Larry Gilbert-Dave Bunnell Foundation, Inc. Curtis Mitchell 469 Parkway Drive Lexington, KY 40504	To assist with the Force on the Course, Armed Forces Edition.
\$ 1,000.00	CASA of Lexington Melynda Jamison 3245 Loch Ness Drive Lexington, KY 40517	To assist with ongoing operations.



Lexington-Fayette Urban County Government Master

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File Number: 1018-21

File ID: 1018-21

Type: Summary

Status: Agenda Ready

Version: 1

Contract #:

In Control: Council Office

File Created: 10/06/2021

File Name: GGSS 9 14 21

Final Action:

Title: Committee Summary: General Government & Social Services, September 14, 2021

Notes:

Sponsors:

Enactment Date:

Attachments: 09-14-21 GGSS summary

Enactment Number:

Deed #:

Hearing Date:

Drafter:

Effective Date:

Related Files:

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 1018-21

Title

Committee Summary: General Government & Social Services, September 14, 2021



General Government & Social Services Committee

September 14, 2021
Summary and Motions

Committee chair, Council Member Susan Lamb, called the meeting to order at 1:03 p.m. Committee members Vice Mayor Steve Kay and Council Members Richard Moloney, James Brown, Hannah LeGris, Liz Sheehan, Fred Brown, Whitney Baxter, Jennifer Reynolds, and Kathy Plomin attended the meeting.

I. Approval of August 17, 2021 Committee Summary

Motion by Plomin to approve the August 17, 2021, General Government & Social Services Committee summary; seconded by Baxter. The motion passed without dissent.

II. Overview of CASA of Lexington

Melynda Jamison, Executive Director of Court Appointed Special Advocates, provided some history on the program, which operates in 49 states. They are required to have one full-time staff person for every 30 volunteers. LFUCG funds the director position and discontinued funding an administrative assistant before she started working for CASA. Their current operating budget is about \$1M. They have 235 volunteers (including neighboring counties) and serve 461 children in Fayette County with 235 volunteers. Volunteers go through 30 hours of training with 12 continuing education training each year. She estimates CASA serves about 1 out of 8 children who need their services. There is not a lot of preventive work being done to break the cycle.

CASA if Lexington owns its building, which was an expansion from the basement of and LFUCG building. Their volunteers take an oath of confidentiality and have five background checks done. Volunteers serve ages birth up to 18 years of age, visiting the child monthly. Jamison explained what their volunteers do and the benefit of their volunteers, who get to know the child they work with, to help them with their specific needs. Volunteers are required to complete a report and make recommendations. State social works have to work towards unifying children with their biological parents; CASA does not have to do that. In 2020, Fayette County's rate of abuse and neglect is 12 out of every 1,000, which doesn't count cases that don't make it into the system. Jamison talked about one situation with a child who had been in 21 placements and was separated from his siblings; the CASA volunteer identified he suffered from hearing loss. Jamison concluded the presentation with their desire to build a space for supervised visitations (there is only one space in Fayette County). There is an empty lot next to the existing facility that they would like to purchase. Phase two and three would include a community garden and playground. This was submitted for ARPA funding.

Sheehan asked how the pandemic has impacted their work. Jamison said CASA volunteers did not stop visiting their children during the pandemic though they can't take another case until they hire another volunteer manager. The agency raises \$1M of private funds annually, which has allowed them to go from one employee to 15. During the pandemic, they got creative so visits could continue; the court closed for a while, then it opened, and now it's closed again. Volunteers attended virtual court at times but other cases, like the Termination of Parental Rights, continued to happen in person. They were one of the first programs to adopt virtual training, requiring their staff to learn an entirely new, 30-hour, curriculum but National CASA limits each virtual training to five people per group versus 30 people at one time when in-person. This caused training to slow down. Jamison said their staff and community step up to advocate

for these children. They have two large fundraising events, which happened but were modified and not as successful as in past years. She said services are needed more than ever.

Plomin asked why Kentucky continues to have the worst rate of child abuse and neglect. In her opinion, Jamison explained Kentucky was a late-adopter at funding something preventative. CASA of Lexington received state funding (about \$78,000 per year, which pays for two staff) for the first time five years ago; Kentucky was the 48th state to give funding to CASA. Kentucky has been doing preventative work; Stephanie Hong, Director of Youth Services, considers CASA preventative before the youth gets to juvenile probation. Jamison said they have seen increases with methamphetamine and homelessness as a component. Friends of CASA recruit volunteers to translate during court (seven languages are currently spoken). She concluded the short answer is to put more funding into preventative services. Plomin and Jamison discussed how they saw a 20 percent decrease (reports) in 2020 because educators are the number one reporters of abuse and neglect. During that time CASA took to social media urging community members to report when they see something, which can be done anonymously. Research shows that when stress increases; abuse and neglect increase. They saw a huge request in petitions once school started back in person. Jamison said CASA is completely full in Fayette County.

F. Brown and Jamison discussed how cases go through family court; CASA gets a copy of every petition and their volunteers are appointed by the judge. CASA takes all cases that are appointed to them but they work in close communication with the judge's, which helps determine what cases and when cases are appointed. Most volunteers only take one case but they can do more; most volunteers also work full-time. F. Brown established that the kids they serve can be in their family home, in foster care, residential treatment, and with relatives. Jamison said there is no duplicated service for CASA. State social workers are tasked with getting children back in the home of origin and may only see the child maybe 3-4 times per year. A CASA volunteer works solely in the child's best interest. They discussed most of their funds are from donors, plus the two fundraising events. Jamison said they submitted the visitation center proposal for ARPA funds through LFUCG; the full amount including phase 3 would cost \$1M, phase 1 will cost about \$350,000. Jamison will send F. Brown their budget.

In reference to the salaries of CASA's volunteer managers, how hard the non-profit sector works, and future CASA projects, LeGris asked if they have other staffing needs, including opportunities for their existing volunteer managers. CASA's biggest need is additional volunteer managers (starting salary \$32,500); as the executive director, Jamison is the sole fundraiser and writes all the grants so their funds go into volunteer managers.

Moloney is concerned that the state is providing CASA with very limited funding. He believes the state should reward CASA because they are doing work for the state. He asked how Kentucky compares to other states. Jamison said CASAs agencies in Kentucky are largely funded through cities and counties; she can get more details from the Kentucky CASA Network but California and Texas provide the most state funding, where it's not uncommon for local agencies similar to the size of Lexington can receive \$1M; those states are a bit of an outlier. Jamison cited examples of other CASA agencies getting ARPA funds. Moloney talked about their ongoing costs and how it should be an expense they help CASA with; ARPA is one-time funding. Jamison invited Moloney to join her when they visit with state legislators, which they do annually; her request for the state each year is to double their funding allocation. She emphasized the balance of paying staff more money versus hiring another volunteer manager to serve more children. They only hiring staff with sustainable funding sources.

Lamb talked about this program being a role model for other communities and their CASA Superhero 5k run/walk fundraiser. No action was taken on this item.

III. Creation of an Arts and Entertainment Authority and Amendment to KRS 67A

Moloney talked about when LFUCG maintained different parking garages and the partnership created with the Parking Authority (LEXPARK), who improved them. He sees an opportunity for a similar structure for arts-related facilities. The proposal is modeled off of what was done with the Parking Authority and would request approval from the state to give LFUCG a tool for the arts later down the road; particularly because of how expensive it is to maintain facilities. He believes LFUCG holds the arts down.

Plomin said the Lexington Arts and Culture Council started 50 years ago next year with a lot of community leadership, which morphed into the LexArts. Moloney said this is different from LexArts; the Parking Authority took the buildings. This type of authority could bond projects to help maintain these facilities. The proposal requests the state to authorize LFUCG to create an authority related to arts and entertainment; this would give LFUCG a tool. Plomin mentioned LexArt's 2009 executive order designation from Mayor Jim Newberry to be able to request federal funding, which is currently in the works to be updated. She is concerned that folks in the arts community don't know about this proposal and that this would be duplicative to other art organizations. She said a lot of this work is about programming, not buildings, and questioned why another entity with board members would be needed when there is viable arts leadership in the community.

Sheehan asked how this would coordinate with LexArts and the Public Arts Commission. Moloney explained a hypothetical situation of how an art authority could be formed to obtain the deed of the property and therefore create opportunity [for bonding]. A future mayor would decide how to bring various groups together to create it. J. Brown said this is about art agencies, many of which are downtown and have buildings; in many cases, the city owns those buildings and bears the brunt of their costs to maintain them. He supports petitioning the state to give LFUCG the flexibility to do this in the future. He referenced LexArts, who is in conversation with the city about their facility, as well as the Downtown Arts Center and the Kentucky Theatre, as examples.

Reynolds agrees with an entity that would help take care of the buildings but she is concerned because the materials suggest this is about arts, as a whole. She is interested in input from other art entities. Moloney said this is not about the details of the authority's structure and compared this to how LFUCG "got out of the parking business". Keith Horn, Managing Attorney, said a bonding authority would have to generate income to pay the bond; LEXPARK pays for their bonds by charging for parking. He and Reynolds discussed how this could be a way of viewing the arts in Lexington. Horn explained an authority has certain powers and responsibilities, it doesn't exclude other art organizations to overlap and it would depend on the council to establish it and what tools it would have.

LeGris confirmed this proposal would seek Frankfort's help to give LFUCG a tool; if this became a tool that LFUCG could access, stakeholder involvement would be needed to determine if this could be a tool to serve our community. Moloney compared the process of a task force making recommendations to the council who would ultimately approve the structure of the authority; the Parking Authority had to go to Frankfort before those steps took place. Kevin Atkins, Chief Development Officer, recalled this discussion going back 10 years and said part of the idea is to help the arts community collaborate better. For example, would it be beneficial to use one ticketing system? If the council approved this resolution, the

administration would have the city's lobbyists get it to Frankfort. A council workshop is scheduled on October 28, 2021, regarding the next state legislative session.

Baxter asked if other cities have this kind of structure, which Moloney said Cincinnati does. Kay is concerned that the arts community wasn't consulted. He said the Parking Authority has a simpler task and they have a revenue stream that supports their bonding capacity. Kay said this proposal is wide-reaching. Moloney explained revenue generated from ticket sales would help pay for an arts authority's bonds but that these questions would be addressed when the authority is put together. Kay is concerned about the message it sends to the arts community about its capacity.

F. Brown talked about seeking permission through the state (KRS 67A) early on, after the city merged with the county, for various items that weren't covered under the city's initial merged government legislation. He said it's premature to say this should be discussed with the arts community because it's not to that point. Lamb talked about this idea appearing to be collaborative and doing the work to make it more collaborative. She believes this could be a good tool down the road but that collective support would benefit the proposal in Frankfort.

Plomin talked about many of the activities described in the proposal already being done by local agencies and that the proposal appears it would create another arts umbrella. LeGris said she needs buy-in from the arts community and some additional details, particularly about the history shared today. J. Brown talked about the potential to bring art organizations together, similarly to the way (not the tax structure) the Downtown Management District has worked to make downtown safer and better. He added that until we have the flexibility in Frankfort we don't have anywhere to step off to next. Kay said there is no harm in consulting with the arts community to see how they feel about it; it could be a mistake to move forward with something that could be perceived as threatening.

Moloney only wants to go to Frankfort if he has his colleague's support. He has no intention to upset the arts community, he wants to gain a tool that other cities have to help the arts get to the next level. The mayor that creates this authority would need a plan that involves the arts community to do it. Frankfort meets in January so it could have to wait another year if it's not done now. Lamb said this is a concept but she sees an opportunity to collaborate with partners and the administration to get more people on board with this. No action was taken on this item.

IV. Items Referred to Committee

Motion by Kay to remove item 14 (*amendment to the nuisance ordinance, naturalized gardens*); seconded by LeGris. The motion passed without dissent.

Motion by Sheehan to adjourn (at 2:38 p.m.); seconded by LeGris. The motion passed without dissent.

Meeting materials: <https://lexington.legistar.com/MeetingDetail.aspx?ID=893801&GUID=D5A723C3-33F5-4A97-8A27-B44EBFEA232F&Options=info|&Search>

Recording of the meeting: http://fucg.granicus.com/player/clip/5431?view_id=4&redirect=true



Lexington-Fayette Urban County Government Master

200 E. Main St
Lexington, KY 40507

File Number: 1019-21

File ID: 1019-21

Type: Summary

Status: Agenda Ready

Version: 1

Contract #:

In Control: Council Office

File Created: 10/06/2021

File Name: Special PPS 9 14 21

Final Action:

Title: Committee Summary: Special Planning & Public Safety, September 14, 2021

Notes:

Sponsors:

Enactment Date:

Attachments: 09-14-2021 PPS Summary and Motions, ADU Draft Ordinance

Enactment Number:

Deed #:

Hearing Date:

Drafter:

Effective Date:

Related Files:

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 1019-21

Title

Committee Summary: Special Planning & Public Safety, September 14, 2021



Special Planning and Public Safety Committee Meeting

September 14, 2021

Summary and Motions

Chair J. Brown called the meeting to order at 5:13 p.m. All Council Members were recognized as voting members. Vice-Mayor Kay, Council Members Moloney, Ellinger, McCurn, LeGris, Lamb, Sheehan, Kloiber, Worley, F. Brown, Baxter, Reynolds, and Plomin were in attendance. Council Member Bledsoe was absent.

I. Accessory Dwelling Units (ADUs) Overview

James Duncan, Director of Planning; Chris Woodall, Manager of Long Range Planning; and Chris Taylor, Administrative Officer in Long-Range Planning and Project Manager for Accessory Dwelling Units (ADUs) provided an overview of ADUs. Woodall began by saying this is an important housing option that provides flexibility for everyone in the community as family needs evolve and change and this is a small but critical piece of a comprehensive housing strategy. He reviewed the context for establishing the proposed ADU draft ordinance and said the Senior Services Commission asked for partnership on this initiative to implement ADUs as a viable housing option in Lexington. He explained that an ADU is a smaller unit on the same lot as a single family detached house and there are three types: new construction (detached unit), conversion of an existing space (detached structure or primary house) or addition (to detached structure or primary house). He spoke about the need for ADUs saying Lexington is expected to add 80,000 people by 2035 with an estimate of 30,000 who will be 65 years or older and around 87% of those seniors are looking to stay in their current home. Of all of the options available as long-term housing options for seniors, ADUs is the one most prefer. Taylor addressed some of the concerns expressed during community response and public input sessions. Some of those concerns include ADUs an option for student housing; ADUs will attract investors in single family neighborhoods; this would spur an increase of short-term rentals; integration with neighborhoods; detached structures as ADUs; Storm and Sanitary Sewers; and Parking. He continued the presentation with a review of comparable cities to illustrate how ADUs have impacted those communities.

II. Public Input on Accessory Dwelling Units (ADUs)

At this time, members of the public in attendance were recognized to speak. There were a total of 37 people who signed up for public comment, but several of those yielded their time to one speaker. While there were people who spoke in support of ADUs as well as in opposition, the majority of comments reflected support with some recommending a process for licensing, registration and inspection. The supportive comments centered on increased housing availability and affordability to address the growing population and the lack of affordable housing for the elderly, disabled and young professionals. ADUs provide a safe place for an elderly or disabled family member to live in close proximity of the caregiver and the elderly when there are not enough housing options for those wanting to age in place.

There were several people who spoke in opposition of ADUs and expressed their concerns of the impact these would have on the community. Many of those concerns were surrounding detached structures and how they would integrate in the neighborhood. Specifically, there were concerns about the size and scale and whether they should be allowed on any lot or if there should be a lot size requirement. Parking was another concern as there are specific neighborhoods in the community with minimal parking without ADUs so by allowing these, there will be even less parking. Another concern was the lack of enforcement

with the zoning ordinance and it will be necessary to have rental licensing, registration, and inspection to make this enforceable.

III. Council Discussion on Accessory Dwelling Units (ADUs)

J. Brown asked for clarification on the definition of a single family detached unit. Taylor explained that a recent change to the definition makes it only applicable to any residential-zoned lot with a single family detached dwelling unit. J. Brown asked if staff is making the recommendation to correct the language so it states that it is only for single family detached homes which Taylor confirmed and clarified that this would not apply to townhouses or duplexes.

Moloney commented on basements and said if they aren't building outside the foundation, there should not be a limit on the size, as long as they have electrical and plumbing in compliance. Taylor stated that this is a fairly common provision and there is language ready to address this issue if Council would like to make an amendment.

Plomin asked for clarification as to why ADUs are not in zones in the rural area. Taylor stated that, for a while, there have been provisions for tenant housing in the rural area which are now commonly referred to as farm employee dwelling units and they are very similar to ADUs. He said they did not want to create any confusion since there is already something to address this issue in the rural area.

McCurn asked how property taxes would be assessed and Taylor said they are determined based on city regulations in the valuation process. McCurn asked if the owner would have to go through a private lender to get a loan and Taylor explained that they can still go through the normal mortgage application. The ADU does not make it an investment property, but it does change valuations and appraisals when there are restrictions on the property. He added that it makes lending for the full amount of the cost more complicated. McCurn asked how residency looks for owner occupancy and Taylor explained that it is the owner's permanent residence and we would work with PVA data to gather and report this information. McCurn expressed concern with selling the unit and keeping track of whether or not the buyer lives on the property and whether or not the ADU is rented out. Taylor stressed that the staff regularly reviews conditional use cases to ensure they are still being met.

LeGris commented on not being able to address current illegal ADUs that exist, but said now we have an option to create a system that maps and tracks ADUs and potentially generates more controls. She would like to ensure that we create something that is enforceable while also providing incremental housing. She wants to make sure we have the proper regulatory structures and personnel in place so the proposed rules around ADUs can be enforced consistently and fairly. She expressed concern that the current rules and regulations surrounding ADUs lack teeth for enforcement. She asked what needs to change to allow the city to oversee and implement ADUs as part of the Comprehensive Plan. Duncan stated that there are administrative regulations that support ADUs and that will make enforcement easier for the staff and it will make it easier for people to know how compliance is being handled. With ADUs, he said, the most significant level of administration is the deed restriction and the purchaser of a property with an ADU on it will be informed of the deed restriction on the property. He said the deed restriction will state the maximum occupancy and it will state the conditions under which the ADU may be used for a short-term rental which requires a process through the Board of Adjustment (BOA), a public hearing, notification to people within 500 ft., and the opportunity for people to address the BOA. Duncan stated that these are all part of the deed restriction which makes it easier to enforce than any other tool that has been given to a new rule in the zoning ordinance. He stressed that they concur with the need for a rental registry

and licensing program which has been needed in the community for a long time. Duncan stated that they would provide a report out on a pilot program to show how ADUs are working in the community - highlighting both problems and successes and providing recommendations. LeGris asked if this ZOTA would create a system of registration, licensing, and inspection for ADUs and Taylor clarified that it would not create an inspection program (that would be done through the Building Inspection process), but it would create a registry.

Reynolds asked if it is correct to say that currently people can use an extra unit as a short-term rental. Taylor explained that there is not a legal process for an accessory unit at this time so if there is one being rented as a short-term rental, it is in an illegal ADU and we don't know where those are unless there is a complaint. Reynolds asked if materials used to build ADUs can be regulated without being too cumbersome and Taylor stated that we have never regulated materials used in construction and homebuilders would oppose this because it would be stepping over the line and this is not something we want to do. He added that the owner living on the property would have incentive to make it look attractive. Reynolds asked Taylor to speak to the stormwater and sewage issues and Taylor stated that they have spoken with Division of Water Quality and they feel that these units would not generate enough sewage to cause a capacity issue. He said Division of Water Quality feels it will be a chance to modernize some of the older pipes/sump pumps when permits are pulled for construction of the ADU.

Sheehan asked for an explanation of the short-term rental clause as it relates to a bed and breakfast. Taylor said they have a process in the zoning ordinance for a regular bed and breakfast which specifies requirements and they are comfortable applying the same restrictions of a bed and breakfast to short term rentals. He added that it is an onerous process and will sometimes reduce applications for a bed and breakfast, but he feels that this is one of the easier things for them to enforce. Sheehan spoke about the limit of bed and breakfasts in a certain area and she asked if that is part of the consideration and Taylor said the BOA can consider those factors as part of their deliberation. He said this is something the staff typically reports on to explain what other permitted bed and breakfasts are in the area and the BOA could use this same process for granting the approval of short term rentals, but he emphasized this is all done on a case-by-case basis and subject to the BOA findings.

Baxter asked if a minimum lot was ever discussed and Taylor said it was not because all it would do is eliminate lots that could potentially have one. Baxter asked what the negative impact would be if a setback was to differ from any current setbacks we have. Taylor explained that changing a detached structure's setback for an ADU means an existing detached structure could not be converted. He added that if you apply the setback to all detached structures, it would make all existing garages and detached structures in the community non-conforming which will make it difficult to do enhancements over time. Baxter asked why we would propose a whole new ordinance as opposed to amending the regulation currently on the books to add a full kitchen. Taylor said it was because they want to encourage ADUs and legalize them because they are small and they are incremental density and development in areas that may need it. Baxter asked if existing illegal ADU structures will be required to conform if this ordinance is passed. Taylor said it will be a slow process for existing illegal ADUs to come into compliance and there may be some that were built in such a way that they can never be compliant. He thinks that over the years, as properties turn over, people will want to become compliant.

Kay said this is a very difficult issue for the community and people see this issue differently for a variety of reasons. On balance, he said, we need to be moving in this direction but he also believes that we have

already amended what has been proposed a couple of times and moved it in a direction that is more palatable to a broad constituency. He said he is interested in making some motions to amend.

Kloiber asked how this ordinance would fit into the idea of context sensitivity to ensure that these fit the "look" of the neighborhood. Taylor said they cannot control architecture but they tried to create design standards so that it would not be terribly visible when you are walking down the street (size cap, set back, etc.). He said the design standards are broad enough to apply everywhere and specific enough that wherever they are placed, they will remain contextual. Kloiber asked if they will be provided design guidelines but they will not be required to submit drawings and Taylor confirmed that they would have to document compliance with these standards and, in most cases, this will include a site plan.

Moloney spoke about the setback and asked if the Fire Department had been consulted. Taylor said the main concern of the Fire Department was that the proper addressing procedures were in place and they felt the Fire Code and Building Code would resolve other issues.

J. Brown mentioned that ADUs are a way to address housing affordability in the community, but they are not an ultimate solution. He said there are amendments that can be made to the ordinance as it exists that could give us the opportunity to move this item forward. For clarity, he said, this is just a committee meeting and any decisions made today will be reported out to full Council at a future Work Session.

Motion by Kay to amend the definition for clarification in Article 1 to add the phrase "single family detached" as described by staff. Seconded by Baxter. Motion passed without dissent.

Lamb asked for additional explanation on the motion. Taylor explained that the original text created ADUs as an accessory use in single family residential zones and because there are single family detached homes in R1-T and R3 zones, we needed to clarify the definition so this is only allowed for a single family detached dwelling.

Motion by Kay to amend Article 3-12(e) regarding the maximum ADU size of 800 sq. ft. to add language "except conversion: there is no limit on size for the conversion of existing basement to an ADU, so long as the conversion remains within the footprint of the structure". Seconded by Moloney. Motion passed without dissent.

Lamb asked for additional detail on the motion. Taylor explained that the original text was for a maximum of 800 sq. ft. across the board to avoid confusion and this amendment allows for a conversion of an existing basement to an ADU with no limit on the size for the conversion as long as it stays within the original footprint of the structure.

Kay said there is an interest in making ADUs possible and there are concerns with how the implementation would roll out. He proposed a pilot program which would be a slower version starting with limits on the ability to have an ADU and eliminating detached structures as an option leaving the remaining options: an addition to the existing structure, conversion of a garage, or conversion of a basement. He said this would allow us to see if the implementation of ADUs creates difficulties some people have expressed concerns about. He said removing "detached unit" takes away some of the objections to these and it is much less of an impact on any piece of property.

Motion by Kay to amend Article 1 and Article 3, eliminating all language that allows for the [new] construction of detached structures to be used as ADUs. Seconded by Plomin. Motion passed 10-4 (yes: Kay, Ellinger, J. Brown, LeGris, Lamb, Sheehan, Kloiber, F. Brown, Reynolds, and Plomin, no: Moloney, McCurn, Worley, Baxter).

Taylor explained how this change would impact the language in the ordinance. He said this would remove the “detached” reference and move the “attached” language to the regular text of the definition in Article 1. In Article 3-12 “detached ADU” will be removed so anywhere in 3-12 where it creates separate standards for a “detached ADU” and specifies an “attached” would be clarified to show that there is only one type.

McCurn asked if this would include a garage as a detached structure and Taylor confirmed that there could be no conversion of an existing detached structure. Kay clarified that the motion he was intending make would still allow for a conversion, but would remove a “new” detached structure. McCurn asked if a new garage with an ADU on top of it would be permitted and Kay said that a new garage with setups for an ADU would not be allowed. To clarify, J. Brown asked if only conversions on existing garages would be permitted and Taylor confirmed.

Lamb asked if this motion would allow us to go back and look at existing illegal or non-compliant ADUs and Taylor said he does not believe so. Because this motion allows for the conversion of existing detached structures, he said, there will be incentive for people to come into compliance or make changes and modify existing detached structures.

LeGris spoke the pilot program and asked if it would be possible to revisit this to analyze the data collected and potentially add in the option we just removed and Kay confirmed this would be possible.

Worley expressed concern that this presents an equity issue for those who have a garage versus those who do not have a garage to convert. The property owners with no garage would not be able to take advantage of what we are trying to do here. He said this also creates a problem for administrative staff when it comes to compliance and enforcement because someone could build a garage this year and have it permitted and ready to convert. He has concerns with denying this option for some people and giving it to others based on whether there is an existing old structure on the property. Taylor said he is concerned with the language brought forward today for removal of any detached unit, but they will tweak the language to make sure it still allows for the conversion of an existing detached structure.

Reynolds asked if making an addition to her house with a full kitchen would be allowed under this amendment and Taylor confirmed that this is legal now under the proposed ordinance. Reynolds asked if it would still be legal with this amendment and Taylor said it would be legal because the amendment pertains to detached structures and what was described was an attachment to the principal structure which will still be allowed.

Baxter said this might create loopholes and said the proposed ordinance seems to be clearer on intent and it is a nice compromise between what the neighborhoods’ concerns are and what we are proposing.

Moloney asked if, in a year from now, someone could add the setups for an ADU in a garage that already exists. Kay clarified that the amendment does not restrict conversion of existing garages.

Kay stated that the amendment removes some of the major objectives that people have about ADUs and it is permissive about the rest. He said this removes one option and while there may be loopholes, he said, he would argue it is worth taking the risk in order to move forward and begin to have a community where some types of ADUs are permissible.

Lamb said she could support this motion if, included in the ordinance, there was a review of the pilot program one year from the time it is created with an update or an overview of how the program has worked.

Motion by Lamb to amend the amendment and add language to the ordinance “this will be brought back and reviewed before the Planning and Public Safety Committee within a year after it is created”. Seconded by Reynolds. Motion passed 12-2 (yes: Kay, Ellinger, J. Brown, McCurn, LeGris, Lamb, Sheehan, Kloiber, Worley, Baxter, Reynolds, and Plomin, no: Moloney and F. Brown).

Discussion on Lamb’s motion:

Kloiber asked if Lamb’s motion is only meant to bring this back for a review, but has no bearing on the ordinance itself. Lamb confirmed that it has no bearing on the ordinance, but it is intended to show that a year from the time it is created it will be reviewed to determine how it is doing. She added that a review would allow time to have the conversation about adding detached structures as an option if it appears to be something requested during the year.

F. Brown said he does not think we need to put a timeline in the ordinance for bringing this back and said that could be done as part of the record from this meeting. He expressed concern that reviewing this a year from now could present challenges for those who might be in the middle of construction should we make additional changes at that time.

Reynolds emphasized that in doing this, we need to be accountable by saying that we are going to review this in a year and make any necessary changes or improvements.

Kay said he appreciates the intent and said if the majority does not feel this belongs in the ordinance, he will make a motion, prior to adjourning, to place this in committee for review in one year.

LeGris said it is important that we revisit this in one year if we are going to move forward with VM Kay’s proposed amendment. She said she agrees with Worley that people should not be penalized because they do not have a garage or want one, but might want a detached structure. At the same time, she said, she hears concerns from the 3rd District neighborhoods. She said she will support the motion, but she feels strongly that this should be revisited to review the option of bringing in a detached structure should this move forward.

Lamb said there are sections in ordinances that are not codified to spell out things which are followed and there are instructions set forth in ordinances and resolutions so this is not new. In her experience, she said, if something is stated in an ordinance it will be easier to track especially if there is a change in council members. Without her amendment, she will be unable to support Vice Mayor Kay’s amendment.

[At this time, the vote was taken on Lamb’s amendment.]

Additional discussion:

Director Duncan expressed concern about enforcing a split responsibility like this. He envisions a loophole where you have a building permit issued in September to build a garage and in November you seek a permit to make the garage an ADU. He is concerned about enforcement, but understands the sentiment. He recommends that if there is a concern with detached structures, he suggests removing them altogether rather than trying to split that.

McCurn agreed that this could potentially cause an enforcement issue. He said he would like to see that a new garage could have the ability to convert to an ADU. McCurn is supportive of removing standalone ADU as an option, but would like to allow a new garage or an existing garage the ability to convert to an ADU. J. Brown suggested grandfathering existing structures in to meet the sentiment of Kay's motion.

As a way eliminate loopholes, Kloiber suggested putting a date certain for permits or construction of pre-existing detached structures that will be grandfathered in and after the specified date, the detached ADU would not be permitted.

Motion by Kloiber to amend the amendment (to put a date certain) for "grandfathered in" convertible units. Seconded by F. Brown. Motion passed 13-1 (yes: Kay, Moloney, Ellinger, J. Brown, McCurn, LeGris, Lamb, Sheehan, Kloiber, F. Brown, Baxter, Reynolds, and Plomin, no: Worley).

Worley expressed concern that this does not address the issue that many homes do not have a garage regardless of condition so he cannot support the motion.

Moloney spoke about the cost involved for building a garage when it could be less to build a standalone ADU. He asked why this is something that should not be included and how we explain to people that we are not allowing standalone ADUs, but we are allowing garages that can be converted to an ADU.

[At this time, a vote was taken on Kloiber's motion to amend and following this vote, a vote was taken on Kay's original motion]

Motion by F. Brown to report this item out to the full Council at the November 2, 2021 Council Work Session (as a Planning and Public Safety Committee report-out). Seconded by Kay. Motion passed without dissent.

Motion by Lamb to amend the previous motion and have the item reported out at the October 12, 2021 Council Work Session. Seconded by F. Brown. Motion passed without dissent.

Motion by Baxter to adjourn at 9:14 p.m. Seconded by Ellinger. Motion passed without dissent.

DWELLING, TWO-FAMILY - A building occupied exclusively for residential purposes by two families or two housekeeping units, commonly known as a duplex. Townhouses are not included in this definition.

This definition also includes a building occupied by five (5) or more unrelated individuals in a unit at any time within five years prior to January 1, 2010, subject to the following:

- (a) the occupancy of each unit is restricted to six (6) or less unrelated individuals;
- (b) the use of the building as rental dwellings has not been abandoned;
- (c) the building shall not be enlarged or expanded beyond the existing square footage as of January 1, 2010:
 - 1. by more than 25% unless the building has been expanded by 25% or more under a building permit issued on or after January 1, 2005, in which case, then by no more than 5%; or
 - 2. unless approved by the Board of Adjustment as a conditional use after January 1, 2010.
- (d) the limitation on enlargement of the building set forth in (c) above shall not apply in the case of the addition of a second unit in a Two-Family (R-2) zone, provided that both units thereafter conform to the limitation of four unrelated persons per dwelling unit.

DWELLING UNIT - One room or rooms connected together, constituting a separate, independent housekeeping establishment for occupancy by a family as owner, by rental or lease on a weekly, monthly or longer basis; physically separated from any other rooms or dwelling units which may be in the same building, and containing independent kitchen and sleeping facilities.

DWELLING UNIT, ACCESSORY (ADU) - A smaller, secondary independent housekeeping establishment located on the same lot as a principal single family detached dwelling. ADUs are independently habitable and provide the basic requirements of shelter, heating, cooking, and sanitation. There are two types of ADUs:

- (a) Converted Detached structures. Examples include converted garages or other accessory structures, new construction.
- (b) Attached units are connected to or part of the principal dwelling. Examples include converted living space, attached garages, basements or attics; additions; or a combination thereof.

ECOTOURISM - Activities conducted in natural, greenspace, or environmentally sensitive areas that are offered to the public for the purpose of enjoyment, education, and active involvement in the activities of the site. These activities shall safeguard the integrity of a natural feature, habitat or ecosystem.

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

ENGINEER, PROJECT - A person currently licensed to practice engineering in the State of Kentucky and in good standing with the Kentucky Board of Registration for Professional Engineers and Land Surveyors; or a firm in good standing as an Engineering company in Kentucky, if the work is to be accomplished other than as a sole practitioner. Work performed under the supervision or at the direction of the project engineer, including, but not limited to: preparation of plans, inspections, reports, testing, and directives or orders regarding work pursuant to these Subdivision Regulations, shall be considered to be the work of the project engineer. Whenever qualifications are questioned, the Commission will consult with the Bluegrass Chapter of the Kentucky Society of Professional Engineers or the Consulting Engineers Council of Kentucky.

ENGINEER, URBAN COUNTY - The Director of the Lexington-Fayette Urban County Government Division of Engineering.

ENTERTAINMENT, LIVE - Any performance at a restaurant, cocktail lounge, or night club by any person; including, but not limited to, a patron of such establishment if such performance is part of a regularly occurring event. Live entertainment includes, but is not limited to: singing, dancing, musical performance, comedy acts, magic acts, variety acts, or performance contests engaged in by patrons.

ENTRANCE, PRIMARY - Entrance used as the main pedestrian access point of a structure and along the front lot line.

EQUINE HOSPITAL - A veterinary hospital used primarily for the treatment and care of horses, which may include office facilities and the storage

ARTICLE 3

GENERAL ZONE REGULATIONS

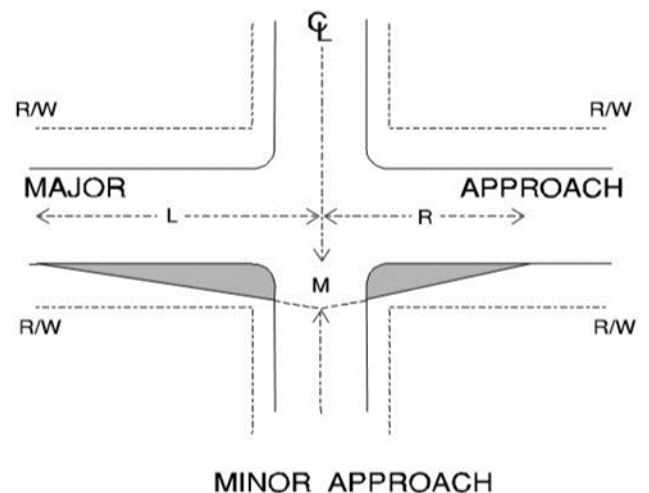
3-1 APPLICATION OF ZONE REGULATIONS - The regulations set by this Zoning Ordinance within each zone shall be minimum or maximum limitations, as appropriate to the case, and shall apply uniformly to each class or kind of structure or land, except as hereinafter provided:

- (a) No building, structure, or land shall hereafter be used or occupied; and no building or structure or part thereof shall hereafter be erected, constructed, reconstructed, moved or structurally altered except in conformity with all of the regulations herein specified for the zone in which it is located unless otherwise specifically permitted in this Zoning Ordinance.
- (b) No building or other structure shall hereafter be erected or altered:
 - (1) to exceed the height, bulk or floor area ratio;
 - (2) to accommodate or house a greater number of families;
 - (3) to occupy a greater percentage of lot area;
 - (4) to have narrower or smaller rear yards, front yards, side yards, or other open spaces; or
 - (5) to have less perimeter and interior lot landscaping for vehicular use area and non-compatible land uses than herein required, or in any other manner be contrary to the provisions of this Zoning Ordinance.
- (c) No part of a yard, open space, off-street parking, loading space or other special use area required about or in connection with any building or land, for the purpose of complying with this Zoning Ordinance, shall be included as part of a yard, open space, off-street parking, loading space or other special use area similarly required for any other building or land unless otherwise specifically permitted in this Zoning Ordinance.
- (d) No yard or lot existing at the time of adoption of this Zoning Ordinance shall be reduced in dimension or area below the minimum requirements set forth herein. Yards or lots created after the adoption of this Zoning Ordinance shall meet at least the minimum requirements established by this Zoning Ordinance.
- (e) There shall be no more than one principal structure and its accessory structures on any lot or parcel of land in an agricultural zone or in any residential zone, unless otherwise specifically permitted as a Group Residential Project or a Planned Unit Development in this Zoning Ordinance. In all other zones, more than one principal building shall be permitted only if a development plan is approved by the Commission, as provided by Article 21.
- (f) Only those uses specifically named as principal, accessory, or conditional uses or substantially similar to

principal, accessory or conditional uses are permitted in each zone. All uses not specifically permitted or substantially similar to permitted uses are prohibited. Prohibited uses shall include, but not be limited to, those specifically named as prohibited.

3-2 CONVERSION OF STRUCTURES - The conversion of any structure or structures, either residential or non-residential, so as to accommodate an increased number of dwelling units or families, or another permitted use, shall be permitted only within a zone in which a new building for similar occupancy would be permitted under this Zoning Ordinance. The resulting occupancy shall comply with all requirements governing new construction in such zone, including, but not limited to, floor area; floor area ratios; dimension of yards; open spaces; and off-street parking. The aforesaid requirements with respect to yards shall not apply if the conversion involves no exterior structural changes to a principal building, but shall apply if an accessory building is converted to a principal building.

3-3 SIGHT TRIANGLES FOR TRAFFIC VISIBILITY - Except as permitted herein, in any zone, at any street intersection, railroad crossing, or any driveway intersection, no fence, structure or planting, other than ground cover, shall be erected or installed within the sight distance triangle as shown in the table and the illustrations below.



SIGHT TRIANGLES AT INTERSECTIONS *1*2*3

		MINOR APPROACH	
		PUBLIC OR PRIVATE STREET	DRIVEWAY
M A J O R A P P R O A C H	Major Arterial	L = 325' R = 150' M = 15'	L = 325' R = 150' M = 15'
	Minor Arterial	L = 325' R = 150' M = 15'	L = 275' R = 150' M = 15'
	Collector	L = 200' R = 150' M = 15'	Non-Residential L = 200' R = 150' M = 15'
			Residential L = 150' R = 120' M = 15'
	Local Street	L = 175' R = 130' M = 15'	L = 75' R = 55' M = 10'

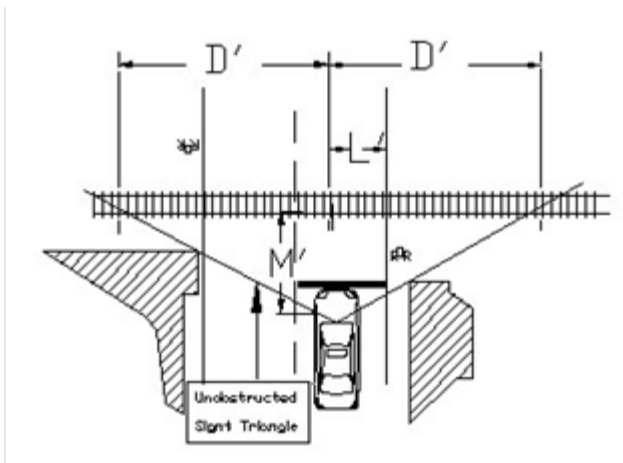
SIGHT TRIANGLES AT RAILROAD CROSSINGS *1*2*3

	PRIVATE OR PUBLIC STREET OR HIGHWAY	ANY TYPE OF PRIVATE DRIVEWAY
Railroad Approach	D = 725' M = 35' L = 8'	D = 325' M = 25' L = 6'
Where D' =	Distance along rail	Distance along rail
Where M' =	Distance from rail	Distance from rail
Where L' =	Distance from edge of pavement	Distance from edge of pavement

*1 The table assumes right angle intersections and straight major approach movements within the sight distance. Situations involving skewed intersections, curvilinear streets and other mitigating factors shall have sight distances, as determined by the Urban County Traffic Engineer.

*2 In the B-2, B-2A, and B-2B zones, the sight triangle may be modified at signalized intersections, as determined by the Urban County Traffic Engineer.

*3 Wire or chain link fences may be located within the sight triangle when approved by the Division of Traffic Engineering and the Division of Building Inspection upon a finding that visibility would not be impaired.



3-4 AGRICULTURAL LAND USE EXEMPTIONS - Notwithstanding any other provision of this Zoning Ordinance, land which is used solely for agricultural use, as defined herein, shall have no regulations imposed as to building permits, certificates of occupancy, height, yard, or location requirements for agricultural buildings, except that a setback line of thirty feet shall be required for agricultural buildings for the protection of existing and proposed streets and highways; and that all buildings or structures in a designated floodway or floodplain, or which tend to increase flood heights or obstruct the flow of flood waters, may be fully regulated. Any parcel of land used for an urban agricultural use with the Urban Service Area, as defined herein, shall also be exempt from use restrictions listed in each zone, but buildings proposed for such uses shall be subject to building permit, zoning setback, floodplain setback and certificate of occupancy requirements contained herein.

3-5 FALLOUT SHELTERS - Fallout shelters, as defined by this Ordinance, shall be permitted as principal or accessory uses in all zones subject to applicable yard, height, area, and other regulations for principal or accessory structures for the zone in which such shelter is located.

3-6 MIXED-INCOME HOUSING BONUSES - Units that are designated as Mixed-Income Housing Units in order to

receive either additional density, parking reductions or additional floor area shall be restricted by the developer exclusively to mixed-income housing for a minimum period of 5 years. Further, such units shall be identified separately in the Certificate of Land Use Restriction filed for the development where the units are located; and such units shall be subject to a deed restriction in favor of the Lexington-Fayette Urban County Government, which shall restrict the use of the property and shall establish monitoring procedures to ensure that the units remain affordable during the period. Affordable housing units within the defined Expansion Area shall be subject to Article 23A(2)(w).

3-7 GENERAL REGULATIONS FOR CEMETERY PROTECTION - Existing private family cemeteries shall be permitted to remain in all zones. Upon the filing of a development plan or subdivision plan, a private family cemetery shall be preserved and protected in its existing location or relocated within Fayette County unless specifically requested by family or other heirs, and shall be regulated as follows:

- (a) Disinterment and relocation of graves shall be accomplished in accordance with all applicable local and state requirements and with the knowledge and approval of the Kentucky Office of Vital Statistics.
- (b) Preservation and protection of a cemetery, either left in place or once relocated, shall be subject to the following requirements:
 - (1) No construction or disturbance of any kind shall occur within fifty (50) feet of a cemetery boundary, regardless of property lines or ownership, except as provided herein (fence, wall, access easement or landscaping).
 - (2) Screening and landscaping shall be provided as stated in Article 18-3(a)(1). If a cemetery is located on a larger tract of property, then screening shall be located adjacent to the cemetery fence inside the 50-foot buffer area.
 - (3) When a cemetery is identified on land proposed for development, the cemetery boundary shall be established based on historic records, fence lines, gravesite locations or other criteria, as determined by a certified archeologist, prior to any construction or disturbance.
 - (4) A cemetery boundary study performed by a certified archeologist shall be submitted with any development plan, preliminary subdivision plan, and minor or major subdivision plat for land with identified cemeteries or burial grounds. Such study shall include a map that portrays the location and orientation of graves within the cemetery and the associated geographic coordinates, and a written description of field and archival methods used to document the cemetery.
 - (5) Any existing cemetery fence, wall and/or gate on the subject property shall be maintained and repaired

prior to any site work or disturbance on any surrounding property. Where none exists, a new permanent fence shall be erected prior to any site work or disturbance on the subject property. Such fence shall be constructed of durable and weather-resistant materials (i.e., brick, stone, iron and/or steel).

- (6) A statement of maintenance and permanent ownership shall be made on any development plan.
- (7) Access shall be provided to the cemetery with a minimum 10-foot-wide access easement.

3-8 GENERAL REGULATIONS FOR VEHICLE REPAIRS ACCESSORY TO A RESIDENTIAL USE - Shall be regulated as follows:

- (a) Vehicles being repaired shall be parked/stored on a paved surface or on a permitted or legally non-conforming gravel surface if a paved surface is not available.
- (b) Major repairs shall be confined to the interior of a garage or other enclosed building, and shall not include any finish painting or clear coating operations.
- (c) At outdoor locations, including any unenclosed structure such as a carport, only minor repairs are allowed. Only one vehicle per dwelling at an outdoor location can be under repair at any given time, and repairs must be completed within three days.
- (d) Repairs are only allowed on vehicles that are registered to an occupant of the dwelling on the subject property.
- (e) Repairs may not be conducted as a business or as part of a commercial operation of any kind.
- (f) All waste oil and fluids shall be recycled or disposed of at an approved off-site location in compliance with local, state and federal environmental regulations. Auto parts and tires shall be recycled or disposed of in accordance with current LFUCG Division of Waste Management guidelines and in compliance with local, state and federal environmental regulations.

3-9 PARKING AND STORAGE OF BUSINESS VEHICLES, TRAILERS, EQUIPMENT AND MATERIALS IN RESIDENTIAL ZONES - Shall be regulated as follows:

- (a) One business vehicle per dwelling is permitted, provided it has no more than two (2) axles and a GVWR (gross vehicle weight rating) of no greater than 14,000 lbs. and is used for daily transportation to and from work. Such a vehicle must be parked on a permitted paved surface or on a legal non-conforming (existed prior to December 5, 2002) gravel surface. Dump trucks, box trucks, cube vans, high-roof cargo vans (greater than 8' height, as measured from ground to top of roof), earth-moving machinery, tow trucks, transport wreckers, semi-trucks and tractor-trailers, concession trucks and vans, and flat-bed trucks are specifically prohibited, even if they technically comply with the above limits.

ZOTA 2019-5 ACCESSORY DWELLING UNITS

- (b) One business trailer per dwelling (open or closed), used
- (c) in conjunction with an allowed business vehicle, may be parked or stored on a permitted paved surface or legal non-conforming gravel surface. Any such trailer is limited to a length of no greater than twelve (12) feet. Concession trailers are specifically excluded from this category of allowable trailers, even if they technically comply with axle and length limitations.
- (d) Trailers, equipment or materials shall not be parked or stored on any public or private street.
- (e) Construction materials (such as siding or brick) and salvaged items (such as used appliances or scrap metal) may not be stored.
- (f) Business activities (e.g., selling of merchandise or customer visits) shall not take place on the premises, except as allowed by home office provisions or as authorized by a conditional use approved by the Board of Adjustment. Corollary business activities, such as the storage of merchandise or having employees report to the property, are also prohibited.

3-10 GENERAL REGULATIONS FOR OPERATION OF A HOME OFFICE OR HOME OCCUPATION - Shall be as follows:

- (a) The use shall be clearly incidental and secondary to use for dwelling purposes, with no more than three hundred (300) square feet of the dwelling devoted to each use;
- (b) The use shall be operated by and shall employ only residents of the dwelling;
- (c) No commodities or merchandise shall be stored on the property other than those produced and/or repaired by the residents on the premises;
- (d) The residence shall maintain its residential character and shall not be altered or remodeled so as to change the residential appearance of the building;
- (e) No outside signage related to the use shall be permitted on the premises;
- (f) The use shall be located in the dwelling unit and not in any accessory building;
- (g) On-site sales or visits to the home by customers, clients, patrons and the general public are not allowed;
- (h) The use does not involve firearms or potentially disturbing equipment, materials or chemicals.

These provisions are not intended to restrict offices accessory to principal permitted agricultural uses located in homes on the same agricultural property.

Home office shall not include offices for escort services.

3-11 GENERAL REGULATIONS FOR OPERATION OF A HOME-BASED BUSINESS - Shall be as follows:

- (a) All activities shall comply with the provisions outlined in 3-10(a) through (f) above;
- (b) Any conditions regarding the use of firearms or potentially disturbing equipment, materials or chemicals (e.g., soundproofing or other safety measures) shall be as

- determined to be appropriate by the Board of Adjustment;
- (c) Limitations on hours of operation and frequency of customer/client visits shall be as determined to be appropriate by the Board of Adjustment;
- (d) No additional paving for parking shall be permitted;
- (e) The use does not adversely affect surrounding properties by excessive traffic generation, noise or odors that might be associated with equipment, materials or chemicals used in the operation of the home-based business.

3-12 GENERAL REGULATIONS FOR ACCESSORY DWELLING UNITS (ADUs) - Shall be as follows:

- (a) Pre-Application Conference - Prior to filing an application for a building permit for an ADU, the applicant shall meet with appropriate staff members of the Division of Planning to discuss the proposed permit. The purpose of this conference is to discuss, at the earliest stages, the requirements, procedures and issues related to the proposed ADU, and to provide guidance for the property owner relative to the Homeowner's Guide to Accessory Dwelling Units (ADU Manual).

It is intended that this conference will help to alleviate possible conflicts by early recognition of existing conditions, necessary facilities, and the recommendations of the ADU Manual pertaining to design, layout, and other considerations. The applicant shall arrange the conference, which shall be held not less than five (5) working days nor more than three (3) months prior to submitting the application.

The staff shall keep a record of the conference date and include the information in the records of the building permit file. The Division of Planning shall not accept an application for a zoning compliance permit for an ADU for which a pre-application conference has not been held.

- (b) Construction:
An ADU may be created through new construction, an alteration of an existing structure, addition to an existing structure, or conversion of an existing structure to an ADU while simultaneously constructing a new primary dwelling unit on the site, unless further restricted under 3-12(p).
- (c) Number of Units:
One (1) ADU is permitted per single family dwelling per lot.
- (d) Minimum Lot Size:
None.
- (e) Maximum ADU Size:
800 square feet, except.

Conversion: There is no limit on the size for the conversion of an existing basement to an ADU, so long as the conversion remains within the footprint of the structure.

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~~For a detached ADU, Article 15-6(e) also~~

~~applies.~~

- (f) Maximum Floor Area (FAR) and Lot Coverage
For an attached ADU, the maximum FAR and lot coverage shall be that of the underlying zone.

~~For a detached ADU, Article 15-6(e) shall apply.~~

- (g) Yard requirements:
For an attached ADU, the yard requirements shall be those required for a principal structure in the underlying zone.

~~For a detached ADU, the ADU shall be located behind the rear wall of the principal residence. Article 15-6 shall also apply.~~

- (h) Maximum Height:
For an attached ADU, the maximum height shall be that of the underlying zone

- (i) Street Parking:
For ADUs located in a zone with a maximum parking requirement, one (1) additional space may be permitted.

- (j) Short-Term Rentals (as defined in the Code of Ordinances):
- (1) The use of an ADU as a short-term rental shall only be allowed as a conditional use.
 - (2) If either dwelling unit is used as a short-term rental, the property owner is required to occupy one of the dwelling units.

- (k) Design Standards
- Entrances: Only one (1) pedestrian entrance to the structure may be located on the primary wall plane of the dwelling unit.
- Exterior Stairs: Any exterior stairs to serve as the primary entrance to an ADU within the principal structure shall be located on the side or rear of such-dwelling.

- (l) Alterations of existing structures: If a detached ADU is created from an existing detached accessory structure that does not meet one or more of the standards within Article 3-12, the structure is exempt from the standard(s) it does not meet as per Article 3-2.

However, as per Article 4-4, any alterations that would result in the structure becoming less conforming with those standards it does not meet is not allowed.

- (m) Maximum Occupancy – A maximum of two (2) persons and any children related to either of them or under their care through a duly authorized custodial relationship may reside in the ADU.

- (n) Owner Occupancy:
The owner of the property must occupy either the principal dwelling unit or the ADU as the owner's permanent residence.

- (o) Deed Restriction:
A deed restriction shall be submitted prior to the issuance of a zoning compliance permit which states that the owner(s) agree to restrict use of the principal and ADU in compliance with the requirements of Article 3-12.

At the request of the property owner and after an inspection verifying that the ADU has been removed from the owner's property, LFUCG shall record a release of any previously recorded deed restriction for that ADU.

- (p) Special Provisions:
Detached Accessory Dwelling Units are only permitted in detached structures which:

- (1) Were constructed prior to October 31st, 2021; or
- (2) Had on file with the Lexington-Fayette Urban County Government, prior to October 31st, 2021, an application for a building permit.

LFUCG Capacity Assurance Program, documenting that adequate sanitary sewer service is available.

5-2(i) OTHER PERMITS - Additional permits may be required by the responsible Divisions to enforce the provisions of this Ordinance.

5-3 COMPLIANCE WITH OTHER CODES, STATUTES AND REGULATIONS - Nothing in this section or other sections of the Zoning Ordinance shall be construed to exempt any applicant for a permit from compliance with all local, state and federal codes, statutes and regulations.

5-4 PERMIT APPLICATION REQUIREMENTS AND PROCEDURES - All applications for permits shall be accompanied by such plans and information as the responsible Division deems to be necessary to determine compliance and provide for enforcement of this Zoning Ordinance. After reviewing the application materials, the Director of the responsible Division shall mark the application either as "Approved" or "Disapproved" and attest to the same by signature on such copy. The original, similarly marked, shall be retained by the responsible Division.

5-4(a) BUILDING PERMITS FOR SINGLE FAMILY AND TWO-FAMILY DWELLINGS - All applications for permits for detached single family and two-family dwellings and their accessory buildings shall be accompanied by plans showing the location and dimension of any existing or proposed principal or accessory buildings on the lot; the location and dimension of all required yards; height of the building; and the location and dimension of the required parking, as well as any other information deemed necessary by the Division of Building Inspection to determine compliance with this Zoning Ordinance.

5-4(a)(1) DIVISION OF ENGINEERING APPROVAL REQUIRED - The building permit shall not be issued unless and until the Division of Engineering has approved an erosion control plan.

5-4(a)(2) ACCESSORY DWELLING UNITS – The building permit for an accessory dwelling unit shall not be issued unless and until a the Division of Planning has issued a Zoning Compliance Permit.

5-4(b) BUILDING PERMITS FOR ALL OTHER BUILDINGS - All applications for building permits, including associated paving permits, other than those for single family or two-family dwellings and their accessory buildings, shall be accompanied by a site plan, drawn to scale, showing information with regard to the lot and neighboring lots as may be necessary to determine compliance with the Zoning Ordinance and the Code of Ordinances. No building permit application shall be accepted by the Division of Building Inspection until the Division of Planning has approved the site plan, upon finding that the

development proposed thereon complies with all applicable requirements of the Subdivision Regulations and the Zoning Ordinance. The following additional requirements shall be applicable to site plans required under this section:

5-4(b)(1) DIVISION OF ENGINEERING - The building permit shall not be issued unless and until all required information has been submitted to the Division of Engineering as it relates to storm drainage, erosion and sediment control, and sanitary sewers. Off-site improvements may be required if an adequate drainage outfall is not available to the site. The site plan shall include sufficient existing and proposed site elevations to demonstrate that damage to adjacent properties shall not occur, or that an existing off-site problem will not be aggravated. Storm drainage detention on the lot in conformance with the Stormwater Manual will be required, if not provided as a part of the subdivision development.

5-4(b)(2) DIVISION OF TRAFFIC ENGINEERING APPROVAL REQUIRED - The building permit shall not be issued unless and until the Division of Traffic Engineering has approved the site plan as it relates to access point design details and parking lot circulation layout.

5-4(b)(3) OTHER APPROVALS - If this Zoning Ordinance or the Code of Ordinances requires approval by another agency of certain site plan features, such approval shall be obtained prior to issuance of a building permit.

5-4(b)(4) DEVELOPMENT PLAN AS SITE PLAN - In any case, where the Planning Commission has approved a detailed final development plan showing essentially the same information as required above for the property seeking a building permit, no separate site plan shall be required to be prepared. The applicant shall be required to supply such supplementary information as necessary to comply with all requirements of this Section 5-4(b).

5-4(c) MOBILE HOME LOCATION PERMITS - All applications for mobile home location permits shall be accompanied by plans showing the location of the mobile home, as well as any permanent structure on the lot, the location and dimension of all required yards, and the location and dimension of the required parking.

5-4(d) WRECKING PERMITS - Requirements for wrecking permits in Historic Districts shall be as provided in Article 13. Requirements for wrecking permits in all other zones shall be as provided in the Code of Ordinances.

8-5 SINGLE FAMILY RESIDENTIAL (R-1A) ZONE

8-5(a) Intent - These zones are established to provide for single family detached residences and supporting uses. The zones should be located in areas of the community where services and facilities will be adequate to serve the anticipated population. The Comprehensive Plan should be used to determine the location and density (units/acre) of each single family zone.

8-5(b) Principal Uses (Other uses substantially similar to those listed herein shall also be deemed permitted.)

1. Single family detached residences.
2. Parks and playgrounds operated by government.
3. Temporary real estate sales offices for the sale of lots, located only within the subdivision in which said lots are located; to be removed at the end of two years or when all the lots are sold, whichever comes first.

8-5(c) Accessory Uses (Uses and structures which are customarily accessory, clearly incidental and subordinate to permitted uses.)

1. Private garages, storage sheds, and parking areas.
2. Living quarters, without cooking facilities and not rented, for guests and employees of the premises.
3. Swimming pools and tennis courts, including accessory structures and temporary structures associated with those uses.
4. Agricultural uses, excluding commercial stock raising.
5. Private, non-commercial parks and open space.
6. Home offices and home occupations.
7. A ground, roof or pole-mounted satellite dish antenna, as regulated by Article 15-8.
8. Family child care for up to six (6) children, provided that the total number of children living or being cared for on the premises shall not exceed six (6).
9. Hiking and bicycling trails.
10. [Accessory Dwelling Units, as regulated in Article 3-12 of the Zoning Ordinance](#)

8-5(d) Conditional Uses (Permitted only with Board of Adjustment approval.)

1. Kindergartens and nursery schools for four (4) and not more than twelve (12) children, when accessory to and located in the same structure with the single family residence occupied by the owner or operator. All kindergartens and

nursery schools shall provide a fenced and screened play area, which shall contain not less than twenty-five (25) square feet per child.

2. Kindergartens, nursery schools and child care centers for four (4) or more children, when accessory to a place of religious assembly, school or private club as permitted herein. A fenced and screened play area shall be provided, which shall contain not less than twenty-five (25) square feet per child.
3. Home-based businesses.
4. Cemeteries, columbariums, and mausoleums.
5. Outdoor commercial and non-commercial recreational facilities, such as golf courses; sportsmen's farms; riding stables and equine trails; fishing lakes and non-commercial swimming pool; tennis courts; campgrounds; and private clubs.
6. Places of religious assembly.
7. Schools for academic instruction.
8. Mining of non-metallic minerals, but only when the proposal complies with the requirements of the Mining/Quarrying Ordinance (Code of Ordinances #252-91) and the conditions and requirements as set forth therein. The Board of Adjustment shall specifically consider and be able to find:
 - a. That the proposed use will not constitute a public nuisance by creating excessive noise, odor, traffic, dust, or damage to the environment or surrounding properties;
 - b. That a reasonable degree of reclamation and proper drainage control is feasible; and
 - c. That the owner and/or applicant has not had a permit revoked or bond or other security forfeited for failure to comply with any Federal, State or local laws, regulations or conditions, including land reclamation, pertaining to the proposed use.
9. Family child care for seven (7) and not more than twelve (12) children, provided that the total number of children living or being cared for on the premises shall not exceed twelve (12). A fenced outdoor play area shall be provided, which shall contain not less than twenty-five (25) square feet per child.
10. Bed and breakfast facilities, limited to the rental of not more than one (1) room. The Board of Adjustment, in considering approval of such conditional use, shall consider and make a finding that the number of rooms granted shall not have an adverse effect on surrounding properties. In addition, in considering such a conditional use, the Board of Adjustment shall take into consideration the number of bed and breakfast facilities, if any, within the general neighborhood of the property being considered for such use.
11. Historic house museums.
12. Seasonal activities.
13. Market gardens.
14. [The short-term rental \(defined in the Code of Ordinances\) of Accessory Dwelling Units, as regulated in Article 3-12 of the Zoning Ordinance. The Board of Adjustment, in considering approval of such conditional use, shall consider and make a](#)

finding that the number of rooms granted shall not have an adverse effect on surrounding properties. In addition, in considering such a conditional use, the Board of Adjustment shall take into consideration the number of short-term rental facilities, if any, within the general neighborhood of the property being considered for such use.

8-5(e) Prohibited Uses (All uses, other than those listed as principal, accessory, or conditional uses or substantially similar to principal, accessory, or conditional uses, shall be prohibited. The uses below are provided for illustration purposes and for the purpose of limiting permitted uses, and are not intended to be a total listing of all the uses that are prohibited.)

1. Those uses prohibited in the A-U zone, except as permitted herein.
2. Commercial kennels, equine hospitals, and offices of veterinarians.
3. Any use dependent upon septic tanks or pit privies.
4. The above- or below- ground storage of any flammable material in gaseous form, including compressed natural gas, and the above- or below- ground storage of more than five (5) gallons of gasoline.
5. Ecotourism activities, except as permitted herein.
6. Zoological gardens.

Lot, Yard, and Height Requirements (See Articles 3 and 15 for additional regulations.)

8-5(f) Minimum Lot Size - One acre; or 25,000 square feet for property rezoned to R-1A after July 14, 1994.

8-5(g) Minimum Lot Frontage - 150'; or 125' for property rezoned to R-1A after July 14, 1994.

8-5(h) Minimum Front Yard - 50'; or 40' for property rezoned to R-1A after July 14, 1994.

8-5(i) Minimum Each Side Yard - 25'; or 10' for property rezoned to R-1A after July 14, 1994.

8-5(j) Minimum Rear Yard - 25'.

8-5(k) Minimum Useable Open Space - No limitation.

8-5(l) Maximum Lot Coverage - No limitation.

8-5(m) Maximum Height of Building - 35'.

8-5(n) Off-Street Parking (See Article 16 for

Places of Religious Assembly - One (1) space for each five (5) seats in the main auditorium, with a minimum of five (5) spaces.

Dwelling Units - One (1) space per dwelling unit.

Elementary and Junior High Schools - One (1) space for every fifteen (15) seats in the main auditorium; or one (1) space for every classroom, plus one (1) space for each employee, whichever is greater.

All Other Schools for Academic Instruction - One (1) space for every five (5) seats in the main auditorium; or one (1) space for every five (5) classroom seats, whichever is greater.

Golf Courses - Three (3) spaces for every hole on the main course.

Keeping of Roomers or Boarders - One (1) space for every two (2) roomers or boarders.

Kindergartens, Nursery Schools, Day Nurseries and Child Care Centers - Three (3) spaces for the first twelve (12) children, plus one (1) space for every ten (10) (or fraction thereof) additional children.

Family Child Care for between seven (7) and twelve (12) children - One (1) space in addition to that required for the dwelling.

Private Clubs - One (1) space for every four (4) members.

Non-Commercial Outdoor Recreational Facilities, including Playgrounds; Sportsmen's Farms; and Riding Stables - One (1) space for every four (4) members, with a minimum of five spaces.

Temporary Real Estate Sales Offices - One (1) space for every four hundred (400) square feet of floor area to be used as the sales office.

Conditional Uses - Parking requirements stated herein for conditional uses are minimum requirements; the Board of Adjustment may establish additional requirements, as needed. Where no requirement is stated herein, the Board shall determine the required parking for the conditional use.

Combinations - Combined uses shall provide parking equal to the sum of individual requirements.

additional parking regulations.)

8-9 SINGLE FAMILY RESIDENTIAL (R-1E) ZONE

8-9(a) Intent - This zone is intended to provide for single family detached residences on small lots, and at a higher density than would be possible in other detached single family zones. It may be used for zero-lot-line houses and for patio houses. This zone should be at locations and at the density (units/acre) recommended by the Comprehensive Plan and in areas of the community where necessary services and facilities will be adequate to serve the anticipated population.

8-9(b) Principal Uses (Other uses substantially similar to those listed herein shall also be deemed permitted.)

1. Single family detached residences.
2. Parks and playgrounds operated by government.
3. Temporary real estate sales offices for the sale of lots, located only within the subdivision in which said lots are located; to be removed at the end of two years or when all the lots are sold, whichever comes first.

8-9(c) Accessory Uses (Uses and structures which are customarily accessory, clearly incidental and subordinate to permitted uses.)

1. Private garages, storage sheds and parking areas.
2. Swimming pools and tennis courts.
3. Agricultural uses, excluding commercial stock raising.
4. Private, non-commercial parks and open space.
5. Home offices and home occupations.
6. A ground, roof or pole-mounted satellite dish antenna, as regulated by Article 15-8.
7. Family child care for up to six (6) children, provided that the total number of children living or being cared for on the premises shall not exceed six (6).
8. Hiking and bicycling trails.
9. [Accessory Dwelling Units, as regulated in Article 3-12 of the Zoning Ordinance](#)

8-9(d) Conditional Uses (Permitted only with Board of Adjustment approval.)

1. As for R-1A.

8-9(e) Prohibited Uses (All uses other than those listed as principal, accessory, or conditional uses or substantially similar to principal, accessory, or conditional uses shall be prohibited. The uses below are provided for illustration purposes and for the purpose of limiting permitted uses, and are not

intended to be a total listing of all the uses that are prohibited.)

1. As for R-1A.

Lot, Yard, and Height Requirements (See Articles 3, 8-9(o) below, and 15 for additional regulations.)

8-9(f) Lot Size - 4,000 square feet minimum, with a maximum of 7,500 square feet for single family detached uses on lots not fronting upon a cul-de-sac or more than one public street; for all other uses and lots, there shall be no maximum lot size.

8-9(g) Minimum Lot Frontage - 40'.

8-9(h) Minimum Front Yard - 20'.

8-9(i) Minimum Each Side Yard - 3'. No wall, air-conditioning unit, structure or other obstruction shall be located within the required side yard. Any fence located in a required side yard must be entirely to the rear of the principal structure on the lot. (See Article 8-9(o)1 below.)

8-9(j) Minimum Rear Yard - 10'.

8-9(k) Minimum Useable Open Space - No limitation.

8-9(l) Maximum Lot Coverage - No limitation.

8-9(m) Maximum Height of Building - 35'.

8-9(n) Off-Street Parking (See Article 16 for additional parking regulations.)

One space per dwelling unit.

8-9(o) Special Provisions

1. There shall be not less than six (6) feet at any point between the walls of each single family residence.
2. Lot, yard and height requirements for single family detached dwellings in defined Infill and Redevelopment areas are for existing lots as of December 5, 2002, and shall be as follows:
 - a. Where existing lot frontage is 24 feet but less than 40 feet, the provisions of Article 15-7 and the following shall apply:
 1. Minimum lot frontage - 24 feet.
 2. Minimum front yard - As per Article 8-9(h), unless the average depth of the existing front yards on each of the adjacent lots on either side of the lot are less; then the minimum shall be no less than this average, or eight (8) feet, whichever is greater.
 3. Maximum front yard - 40 feet, unless the average depth of the existing front yards on each of the adjacent lots on either side of the lot are greater; then the maximum shall be no

8-10 TOWNHOUSE RESIDENTIAL (R-1T) ZONE

8-10(a) Intent - This zone is intended to provide for attached single family dwellings and supporting uses. This zone should be at locations and at the density (units/acre) recommended by the Comprehensive Plan and in areas of the community where necessary services and facilities will be adequate to serve the anticipated population.

8-10(b) Principal Uses (Other uses substantially similar to those listed herein shall also be deemed permitted.)

1. Single family attached residences, except that not more than twelve (12) units shall be attached.
2. Group Residential Projects, as provided in Article 9.
3. Existing single family detached residences and single family detached residences for which a building permit was issued or a plan approved prior to the adoption of this Zoning Ordinance.
4. Parks and playgrounds operated by government.
5. Temporary real estate sales offices for the sale of lots, located only within the subdivision in which said lots are located; to be removed at the end of two years or when all the lots are sold, whichever comes first.

8-10(c) Accessory Uses (Uses and structures which are customarily accessory, clearly incidental and subordinate to permitted uses.)

1. Private garages, storage sheds and parking areas.
2. Swimming pools and tennis courts.
3. Agricultural uses, excluding commercial stock raising.
4. Private, non-commercial parks and open space.
5. Home offices and home occupations.
6. A ground, roof or pole-mounted satellite dish antenna, as regulated in Article 15-8.
7. Family child care for up to six (6) children, provided that the total number of children living or being cared for on the premises shall not exceed six (6).
8. Hiking and bicycling trails.
9. Accessory Dwelling Units, as regulated in Article 3-12 of the Zoning Ordinance

8-10(d) Conditional Uses (Permitted only with Board of Adjustment approval.)

1. As for R-1A.

8-10(e) Prohibited Uses (All uses other than those

listed as principal, accessory, or conditional uses or substantially similar to principal, accessory, or conditional uses shall be prohibited. The uses below are provided for illustration purposes and for the purpose of limiting permitted uses, and are not intended to be a total listing of all the uses that are prohibited.)

1. As for R-1A, except for townhouses.

Lot, Yard, and Height Requirements (See Articles 3, 8-10(o) below, and 15 for additional regulations.)

8-10(f) Minimum Lot Size - 1,500 square feet.

10(g) Minimum Lot Frontage - 15'.

8-10(h) Minimum Front Yard - 10' (See 8-10(o) below).

8-10(i) Minimum Each Side Yard (See 8-10(o) below). 8-

10(j) Minimum Rear Yard - 10'.

8-10(k) Minimum Useable Open Space (See 8-10(o) below).

8-10(l) Maximum Lot Coverage - No limitation.

8-10(m) Maximum Height of Building - 35'.

8-10(n) Off-Street Parking (See Article 16 for additional parking regulations.)

As for R-1A.

8-10(o) Special Provisions

1. No more than three (3) contiguous townhouse units may be established at the same setback. A variation of at least three (3) feet shall be required where a break in setback occurs. Buildings may penetrate up to eighteen (18) inches over the building line into the required front yard, but the average setback of the contiguous units shall be at least as great as the required front yard.
2. Required side yard shall be six (6) feet for each side yard of townhouses when no units or only one unit fronts on a side yard; and a side yard of twenty (20) feet when more than one unit fronts on that side yard.
3. Not less than ten percent (10%) of the total lot area for any townhouse shall be devoted to private usable open space either on each lot or on land adjacent and directly accessible to each lot. Such open space shall be for the private use of the residents of each individual townhouse and shall be physically separated from other private open space or common open space by plantings, fences, or walls. The least dimension of the private open space shall be eight (8) feet.
4. In addition to the special provisions listed above, the lot, yard and height requirements for attached single

8-12 PLANNED NEIGHBORHOOD RESIDENTIAL (R-3) ZONE

8-12(a) Intent - This zone is primarily for multi-family dwellings and other residential uses. This zone should be at locations and at the density (units/acre) recommended by the Comprehensive Plan, and in areas of the community where necessary services and facilities will be adequate to serve the anticipated population.

8-12(b) Principal Uses (Other uses substantially similar to those listed herein shall also be deemed permitted.)

1. The principal permitted uses in the R-2 zone.
2. Multi-family dwellings.
3. Dormitories.
4. Boarding or lodging houses, assisted living facilities, and hospitality houses for up to eight (8) persons.
5. Community residences.
6. Group Residential Projects, as provided by Article 9.
7. Townhouses, except that no less than three (3) and no more than twelve (12) units shall be attached.

8-12(c) Accessory Uses (Uses and structures which are customarily accessory, clearly incidental and subordinate to permitted uses.)

1. Items 1 through 3 and 6 through 9~~10~~ of the permitted accessory uses in the R-1A zone.
2. The keeping of not more than four (4) roomers or boarders per dwelling unit by a resident family for single family or two-family dwellings, except where a bed and breakfast facility is provided; then no roomers or boarders shall be permitted.
3. Non-commercial athletic club facilities, when accessory to another permitted or conditional use.

8-12(d) Conditional Uses (Permitted only with Board of Adjustment approval.)

1. The permitted conditional uses in the R-1A zone.
2. Hospitals, nursing homes, personal care facilities, and orphanages.
3. Community centers (such as YMCA, YWCA, etc.)
4. Community garages.
5. Kindergartens, nursery schools, and child care centers for four (4) or more children. A fenced and screened play area shall be provided, which shall contain not less than twenty-five (25) square feet per child.
6. Parking, as permitted in Article 16-3.

7. Sorority and fraternity houses.
8. Boarding or lodging houses, assisted living facilities, and hospitality houses for more than eight (8) persons and rehabilitation homes, provided that no use permitted under this section shall be located less than five hundred (500) feet, as measured from the nearest property line, from another use permitted under this section. However, the Board may reduce the 500-foot spacing requirement if it can determine that a reduction will not have an adverse influence on existing or future development of the subject property or its surrounding neighborhood.
9. Bed and breakfast facilities, limited to the rental of not more than five (5) rooms. The Board of Adjustment, in considering approval of such conditional use, shall consider and make a finding that the number of rooms granted shall not have an adverse effect on surrounding properties. In addition, in considering such a conditional use, the Board of Adjustment shall take into consideration the number of bed and breakfast facilities, if any, within the general neighborhood of the property being considered for such use.
10. Day Shelters.

8-12(e) Prohibited Uses (All uses other than those listed as principal, accessory, or conditional uses or substantially similar to principal, accessory, or conditional uses shall be prohibited. The uses below are provided for illustration purposes and for the purpose of limiting permitted uses, and are not intended to be a total listing of all the uses that are prohibited.)

1. The prohibited uses in the R-1A zone, except for multi-family, two-family and townhouse dwellings; boarding or lodging houses; dormitories; and sorority and fraternity houses.

Lot, Yard, and Height Requirements (See Articles 3, 8-12(o) below, and 15 for additional regulations.)

8-12(f) Minimum Lot Size - 6,000 square feet.

8-12(g) Minimum Lot Frontage - 50'.

8-12(h) Minimum Front Yard - 20'.

8-12(i) Minimum Each Side Yard - 5', unless required to be a minimum of 30 feet by Article 15-2(b)(3).

8-12(j) Minimum Rear Yard - 10'.

8-12(k) Minimum Usable Open Space - 20%.

8-12(l) Maximum Lot Coverage - 25% and a floor area ratio of 0.5.

8-12(m) Maximum Height of Building - 35'.

8-12(n) Off-Street Parking (See Article 16 for additional

APPENDIX 22B

LUIGART PLANNED UNIT DEVELOPMENT (PUD-2) ZONE

22B-1 INTENT - The intent of the Luigart Planned Unit Development (PUD-2) is to:

1. Implement the recommendations of the 2009 Central Sector Small Area Plan and the 2011 North Limestone Sustainability Plan.
2. Promote the innovative reuse and redevelopment of an older, mixed-use neighborhood in the urban core of Lexington-Fayette County, which is consistent with the Goals and Objectives of the Comprehensive Plan.

This Planned Unit Development zone is established to support infill and redevelopment that maintains neighborhood character, preserves housing affordability and strengthens opportunities for new applied arts and skilled crafts businesses and jobs, which are vital to the 21st century economy of Lexington-Fayette County. Live/Work districts such as this Planned Unit Development zone provide a desirable housing option to creative professionals and a benefit to the surrounding community when located so as to be compatible with existing uses. The Planned Unit Development-2 (PUD-2) is hereby created to accompany lands located between North Limestone Street (to the west), Maple Street (to the east), the R.J. Corman Rail Line (to the north) and West Seventh Street (to the south); and the regulations hereunder shall be established in addition to the applicable regulations contained in this Zoning Ordinance. Where there are conflicts between the regulations hereunder, and those contained elsewhere in the Zoning Ordinance, the use, dimensions and other requirements hereunder shall apply.

22B-2 RELATIONSHIP TO THE COMPREHENSIVE PLAN - This PUD-2 zone is based upon furthering the goals, objectives and land use policies of the 2013 Comprehensive Plan for the Lexington-Fayette Urban County Government (including the 2009 Central Sector Small Area Plan) and the 2011 North Limestone Sustainability Plan.

22B-3 DEFINITIONS - As used in this Article, the following terms shall have the meaning given herein; otherwise, definitions of Article 1 shall apply:

1. Live/Work Space - A dwelling unit that is also used for non-residential uses permitted herein such as, but not limited to: the production, showing and sale of art; both visual and performing arts; office uses and related uses.
2. Artist Studio - A studio working in all art forms, including, but not limited to: painters; sculptors; authors; screenwriters; playwrights; filmmakers; dancers; potters; weavers; jewelers; exhibitors; printers; costumers; musicians and photographers.
3. Artisan Food and Beverage Production - On-site production of food and beverage products, involving

small batch processing. Typical uses include, but are not limited to: coffee roasting; ice cream; baker, candy and other foodstuffs; and alcoholic beverage manufacturing. This may include on-site sales and consumption.

4. Artisan Manufacturing - On-site production of goods by hand manufacturing, involving the use of hand tools and small-scale, light mechanical equipment. Typical uses include, but are not limited to: wood working; ceramic studios; jewelry manufacturing; and uses that have no negative external impacts on surrounding properties. Welding is also permitted.
5. Digital Makerspace - A facility for digital design and fabrication utilizing hardware and software tools.
6. Urban Agriculture - The production and distribution, including on-site sales, in an urban neighborhood of agricultural or horticultural crops, including, but not limited to: poultry; poultry products; grain; hay; pastures; soybeans; timber; orchard fruits; vegetables; flowers or ornamental plants. This use does not include livestock or livestock products.
7. Visiting Artist Housing - A dwelling unit or living quarters made available for visiting artists that may be rented or occupied for less than one week at a time. A maximum of one such housing unit shall be permitted per lot.

~~8. Accessory Dwelling Unit (ADU) - A separate and complete dwelling unit that is contained on the same lot as the structure of a single family dwelling or business. Such a dwelling unit shall be clearly incidental and subordinate to the principal use of the lot.~~

22B-4 MINIMUM SITE LOCATION - Application for a map amendment request to a PUD-2 zone shall be made only on property that meets the following criteria:

22B-4(a) LOCATION - The property must be entirely or substantially located within an area between North Limestone Street (to the west), Maple Street (to the east), the R.J. Corman Rail Line (to the north) and West Seventh Street (to the south).

22B-5 PERMITTED USES - The following uses shall be permitted in the PUD-2 zone. All uses other than those specifically listed as permitted uses or substantially similar to the permitted uses shall be prohibited.

22B-5(a) PRINCIPAL PERMITTED USES

1. Live/Work space.
2. Dwelling units.
3. Artist studios.
4. Artisan food and beverage production.
5. Artisan manufacturing.
6. Digital makerspace.

Article 23 Revision

(d) All terms used herein shall have the same meaning as in the Lexington-Fayette Urban County Comprehensive Plan, the other provisions of the Lexington-Fayette Urban County Zoning Ordinance, and the Lexington-Fayette Urban County Land Subdivision Regulations unless otherwise indicated. The following words and phrases are defined for the purposes of this Article (and when used in the Article shall have the defined meaning regardless of whether the term is capitalized in the text):

~~ACCESSORY DWELLING UNIT - A residential dwelling unit of no more than 700 square feet which is incidental and subordinate to a principal single family attached or detached residential unit of at least 1,600 square feet on the property. Accessory dwelling units shall be permitted to be located within an otherwise permitted accessory structure (subject to any size limitations for such accessory structure) or contained within the principal structure.~~

ACREAGE, GROSS - The total number of acres within a parcel including land to the centerline of any adjoining right-of way.

ACREAGE, NET DEVELOPABLE - The total number of acres within a parcel proposed for development less the area that is designated as a greenway, or is a public right-of-way, steep slope over 30%, water body, floodplain, sinkhole or sinkhole cluster area or woodlands.

AFFIDAVIT OF DENSITY TRANSFER RIGHTS (DTR) - An affidavit of Density Transfer Rights (DTR) is a sworn, written statement by a property owner which attests that: 1) the property owner owns or has an option to purchase DTR, and 2) that the DTR have not previously been used on the parcel of land from which the Rights have been transferred or on any other parcel of land. For the purposes of this Section, an option to acquire a DTR which is specifically enforceable shall constitute ownership. An Affidavit of DTR shall be in conformance with a form provided by the Division of Planning.

AFFORDABLE HOUSING UNIT - A dwelling unit which is provided for sale to an owner-occupant household with an income which does not exceed 80% of median income (adjusted for family size) for Lexington-Fayette County, or for rent to a household with an income which does not exceed 60% of the median income (adjusted for family size) for Lexington-Fayette County. For the purposes of this Article, a unit shall be deemed affordable to an owner-occupant if the total principal,

interest, taxes and insurance does not exceed 36% of the household's income; and a unit shall be deemed affordable to a renter household if the total rent, including any tenant-paid utilities, does not exceed 30% of the household's income.

CERTIFICATE OF DENSITY TRANSFER RIGHTS (DTR) - A Certificate of DTR is a document which is issued by the Lexington-Fayette Urban County Government which attests to the existence of DTR which may be transferred to a particular Receiver Site. The certificate constitutes an official determination by Lexington-Fayette Urban County Government that particular DTR are eligible for transfer to a specific Receiver Site, subject to approval of a development plan. The Certificate is not an opinion of title by the Lexington-Fayette Urban County Government in regard to the DTR which are proposed to be transferred.

DENSITY TRANSFER RIGHT (DTR) - A residential density development right which is severable from the real property to which it is appurtenant and which is transferable to another parcel within a specific expansion area.

DIRECT VEHICULAR ACCESS - A driveway which allows a motorized vehicle to move from a residential lot on to a public or private way.

EXPANSION AREAS - The land area of Lexington-Fayette County added to the Urban Service Area under the provisions of the adopted Expansion Area Master Plan and more specifically designated as EA-1, EA-2A, EA-2B, EA-2C and EA-3; as applied to density transfers and exactions as set forth herein, each of the five designated Expansion Areas shall be considered distinct and separate.

EXPANSION AREA MASTER PLAN (EAMP) - An element of the Lexington-Fayette Urban County Government's Comprehensive Plan adopted by the Planning Commission on July 18, 1996, including any duly approved subsequent amendment. As used in this Article, the term shall also be construed to extend to any other Comprehensive Plan element expressly and directly applicable to the Expansion Areas.

FENCE, STONE - A fence either built of quarried or dressed rocks; or from rocks which have been gathered from fields or creek bottoms; or of undressed ledge or quarried rock.

23A-5 EXPANSION AREA RESIDENTIAL 1 (EAR-1) ZONE

23A-5(a) INTENT - This zone is intended to provide a mixture of low density residential uses which will serve as a transition between the more intensely developed suburban neighborhoods and the Rural Service Area.

23A-5(b) PRINCIPAL USES

1. Single family, two-family, multi-family, and town-house dwellings.
2. Community Residences.
3. Golf Courses and common open spaces.
4. Places of religious assembly when located adjacent to a street that has the functional classification of collector/boulevard or arterial.

23A-5(c) ACCESSORY USES

1. Private garages and parking areas.
2. ~~Accessory dwellings, as defined herein.~~ Accessory Dwelling Units, as regulated in Article 3-12.
3. Swimming pools and tennis courts, which may include a clubhouse, as approved by the Planning Commission on a final development plan, for the use and enjoyment of the surrounding neighborhood, which may also include weight training and exercise rooms, restrooms, meeting rooms, or similar facilities.
4. Home offices and home occupations.
5. Family child care for up to six children.
6. The keeping of not more than two roomers or boarders by a resident family.
7. Child care facilities and schools for academic instruction when accessory to a place of religious assembly on the same property.
8. Non-commercial hiking and bicycling trails.

23A-5(d) CONDITIONAL USES

1. Home-based businesses.
2. Family Child care for seven and not more than 12 children, provided the total number of children living or being cared for on the premises shall not exceed twelve.
3. Temporary Real Estate Sales Offices for the sale of lots located only within the subdivision in which the sales office is located, to be removed at the end of two years or when all the lots are sold, whichever comes first.
4. Clubhouse, with sale of food and merchandise, when accessory to a golf course.

5. Historic house museums.
6. Schools for academic instruction, except as permitted herein, but only when located on a lot adjacent to a street that has the functional classification of collector/boulevard or arterial.
7. Equine trails.
8. Seasonal activities.
9. Market gardens.
10. The short-term rental (defined in the Code of Ordinances) of Accessory Dwelling Units, as regulated in Article 3-12 of the Zoning Ordinance. The Board of Adjustment, in considering approval of such conditional use, shall consider and make a finding that the number of rooms granted shall not have an adverse effect on surrounding properties. In addition, in considering such a conditional use, the Board of Adjustment shall take into consideration the number of short-term rental facilities, if any, within the general neighborhood of the property being considered for such use.

23A-5(e) PROHIBITED USES - All uses not specifically listed as permitted shall be prohibited.

LOT, YARD, HEIGHT AND DENSITY REQUIREMENTS

23A-5(f) DWELLING UNIT DENSITY - The dwelling unit density within the EAR-1 zone shall not exceed three (3) units per gross acre. (See Special Provisions below) 23A-

5(g) MAXIMUM HEIGHT OF BUILDING - 35 feet.

23A-5(h) FLOOR AREA RATIO - None; except where more than one principal residential structure is placed on a lot, the FAR shall not exceed 0.5.

23A-5(i) OFF-STREET PARKING REQUIREMENTS

1. There shall be a minimum of one space per dwelling unit for single family detached, duplex and townhouse residential units. Multi-family units shall have a minimum of 1.5 spaces per unit; except for elderly housing, which shall provide three (3) spaces for every four (4) units. One additional space shall be provided for any accessory dwelling unit.
2. Golf Courses - As per CD.



Lexington-Fayette Urban County Government Master

200 E. Main St
Lexington, KY 40507

File Number: 1021-21

File ID: 1021-21

Type: Presentation

Status: Agenda Ready

Version: 1

Contract #:

In Control: Council Office

File Created: 10/06/2021

File Name: recognition

Final Action:

Title: Recognition: Rental Assistance Team

Notes:

Sponsors:

Enactment Date:

Attachments:

Enactment Number:

Deed #:

Hearing Date:

Drafter:

Effective Date:

Related Files:

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 1021-21

Title

Recognition: Rental Assistance Team



Lexington-Fayette Urban County Government Master

200 E. Main St
Lexington, KY 40507

File Number: 0607-21

File ID: 0607-21

Type: Agenda Item

Status: Agenda Ready

Version: 1

Contract #:

In Control: Urban County
Council Work
Session

File Created: 06/09/2021

File Name: Page Break

Final Action:

Title:

Notes:

Sponsors:

Enactment Date:

Deed #:

Hearing Date:

Drafter:

Effective Date:

Related Files:

History of Legislative File

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

Text of Legislative File 0607-21



Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0961-21

File ID: 0961-21

Type: Agenda Item

Status: Agenda Ready

Version: 1

Contract #:

In Control: Emergency Management-911

File Created: 09/22/2021

File Name: E911 Address Changes - Q3 2021

Final Action:

Title: Authorization to change street names and/or individual numbers of addresses within the 1st, 2nd, 3rd, 6th and 10th Council District. 407 Douglas Ave. to 705 Chiles Ave., 1917 Westmeath Pl. to 1937 Westmeath Pl., 373 Linden Walk to 307 Euclid Ave., 413-415 Johnson Ave. to 415 Johnson Ave., 1665 Margate Dr. to 1667 Margate Dr., 1681 Margate Dr. to 1683 Margate Dr. (L0961-21) (Patton/Armstrong)

Notes:

Sponsors:

Enactment Date:

Attachments: Memo 3rd Qtr 2021 Address Changes, Copy of 3rd Quarter 2021 Changes, 3rd Quarter 2021 Draft Resolution, 00737630.DOCX

Enactment Number:

Deed #:

Hearing Date:

Drafter: Jennifer Cottle

Effective Date:

Related Files:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
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Text of Legislative File 0961-21

Title

Authorization to change street names and/or individual numbers of addresses within the 1st, 2nd, 3rd, 6th and 10th Council District. 407 Douglas Ave. to 705 Chiles Ave., 1917 Westmeath Pl. to 1937 Westmeath Pl., 373 Linden Walk to 307 Euclid Ave., 413-415 Johnson Ave. to 415 Johnson Ave., 1665 Margate Dr. to 1667 Margate Dr., 1681 Margate Dr. to 1683 Margate Dr. (L0961-21) (Patton/Armstrong)

Summary

Authorization to change street names and/or individual numbers of addresses within the 1st, 2nd, 3rd, 6th and 10th Council District. 407 Douglas Ave. to 705 Chiles Ave., 1917 Westmeath Pl. to 1937 Westmeath Pl., 373 Linden Walk to 307 Euclid Ave., 413-415 Johnson Ave. to 415 Johnson Ave., 1665 Margate Dr. to 1667 Margate Dr., 1681 Margate Dr. to 1683 Margate Dr. (L0961-21) (Patton/Armstrong)

Budgetary Implications [select]: No

Advance Document Review:

Law: {Yes, Completed by [Michael Sanner,]}

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

Fully Budgeted [select]: N/A

Account Number: N/A

This Fiscal Year Impact: \$

Annual Impact: \$

Project:

Activity:

Budget Reference:

Current Balance:

Linda Gorton
MAYOR



LEXINGTON

Jonelle Patton
DIRECTOR
ENHANCED 911

**TO: Mayor Linda Gorton
Council Members**


**FROM: Jonelle Patton, Director
Lexington Enhanced 911**

DATE: September 20, 2021

SUBJECT: E911 Quarterly Address Changes

Request:

The Division of Enhanced 911 is requesting a resolution authorizing the Mayor to change street names and/or individual numbers of addresses within the 1st, 2nd, 3rd, 6th and 10th Council Districts

Why are you requesting?

The Division of E911 needs this action completed because the street name and/or number changes are necessary to ensure the proper operation of the Enhanced 9-1-1 system. The corrections eliminate confusing, duplicate and/or improperly named and numbered addresses in Fayette County.

What are the costs in this budget year and future budget years?

N/A

Are the funds budgeted?

N/A

File Number: 0961-21



3rd Quarter Address Changes 2021

PVA Account	ID	Old Number	Old Street	Old Type	New Number	New Street	New Type	Occupant	Image	Council District	Comments
17083750	9409	407	Douglas	Ave	705	Chiles	Ave	Residence	9409.jpg	2	Request by owner. Home renovated - entrance moved to Chiles side of structure.
19330570	9410	1917	Westmeath	Pl	1937	Westmeath	PL	Residence	9410.jpg	10	Match PVA record to address owner is using
13508700	9411	373	Linden	Walk	307	Euclid	Ave	Apartment Bldg	9411.jpg	3	Match PVA record to address owner is using
10499475	9412	413-415	Johnson	Ave	415	Johnson	Ave	Residence	9412.jpg	1	Match PVA record to address owner is using
19302460	9413	1665	Margate	Dr	1667	Margate	Dr	Vacant Land	9413.jpg	6	Effects PVA #19302460 only. Duplicate PVA record conflicting with residential property.
19302500	9414	1681	Margate	Dr	1683	Margate	Dr	Vacant Land	9414.jpg	6	Effects PVA #19302500 only. Duplicate PVA record conflicting with residential property.

RESOLUTION NO. _____ - 2021

A RESOLUTION CHANGING THE PROPERTY STREET NAMES OF 1917 WESTMEATH PLACE TO 1937 WESTMEATH PLACE, 413-415 JOHNSON AVENUE TO 415 JOHNSON AVENUE, 1665 MARGATE DRIVE PVA 19302460 TO 1667 MARGATE DRIVE, 1681 MARGATE DRIVE PVA 19302500 TO 1683 MARGATE DRIVE, AND CHANGING THE STREET NAME AND PROPERTY ADDRESS NUMBER OF 407 DOUGLAS AVENUE TO 705 CHILES AVENUE, 373 LINDEN WALK TO 307 EUCLID AVENUE, ALL EFFECTIVE THIRTY (30) DAYS FROM PASSAGE.

WHEREAS, the Lexington-Fayette Urban County Government has created a Geographic Information System ("GIS"); and

WHEREAS, the GIS street mapping and addressing project is the foundation for the Urban County Government's enhanced 911 Emergency Telephone Communication System (the "911 System"); and

WHEREAS, in order for the GIS and 911 Systems to function properly it is imperative that street names and property addresses conform to the standards established in Section 17-2 through 17-4 of the Code of Ordinances; and

WHEREAS, various street names and property addresses located in several Council Districts do not meet the Code requirements and changes should be made to conform to the Code and to accomplish the goals of the GIS and 911 System projects.

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

Section 1 – That the property street names of the following property be and hereby are changed as follows:

(a) Westmeath Place

<u>Current</u>	<u>New</u>
1917 Westmeath Place	1937 Westmeath Place

(b) Johnson Avenue

<u>Current</u>	<u>New</u>
413-415 Johnson Avenue	415 Johnson Avenue

(c) Margate Drive

<u>Current</u>	<u>New</u>
1665 Margate Drive PVA #19302460	1667 Margate Drive
1681 Margate Drive PVA #19302500	1683 Margate Drive

Section 2 – That the street name and property address number of the following properties be and hereby is changed as follows:

- (a) Douglas Avenue: That the name of Douglas Avenue located at 407 is changed to Chiles Avenue and the following number change is made:

<u>Current</u>	<u>New</u>
407 Douglas Avenue	705 Chiles Avenue

- (b) Linden Walk: That the name of Linden Walk located at 373 is changed to Euclid Avenue and the following number change is made:

<u>Current</u>	<u>New</u>
373 Linden Walk	307 Euclid Avenue

Section 3 - That this Resolution shall be effective thirty (30) days from passage.

PASSED URBAN COUNTY COUNCIL:

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL
1214-21:MRS:X:\Cases\911\20-MS0003\LEG\00714555.DOCX

RESOLUTION NO. _____ - 2021

A RESOLUTION CHANGING THE PROPERTY STREET NAMES OF 1917 WESTMEATH PLACE TO 1937 WESTMEATH PLACE, 413-415 JOHNSON AVENUE TO 415 JOHNSON AVENUE, 1665 MARGATE DRIVE PVA 19302460 TO 1667 MARGATE DRIVE, 1681 MARGATE DRIVE PVA 19302500 TO 1683 MARGATE DRIVE, AND CHANGING THE STREET NAME AND PROPERTY ADDRESS NUMBER OF 407 DOUGLAS AVENUE TO 705 CHILES AVENUE, 373 LINDEN WALK TO 307 EUCLID AVENUE, ALL EFFECTIVE THIRTY (30) DAYS FROM PASSAGE.

WHEREAS, the Lexington-Fayette Urban County Government has created a Geographic Information System ("GIS"); and

WHEREAS, the GIS street mapping and addressing project is the foundation for the Urban County Government's enhanced 911 Emergency Telephone Communication System (the "911 System"); and

WHEREAS, in order for the GIS and 911 Systems to function properly it is imperative that street names and property addresses conform to the standards established in Section 17-2 through 17-4 of the Code of Ordinances; and

WHEREAS, various street names and property addresses located in several Council Districts do not meet the Code requirements and changes should be made to conform to the Code and to accomplish the goals of the GIS and 911 System projects.

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

Section 1 – That the property street names of the following property be and hereby are changed as follows:

(a) Westmeath Place

<u>Current</u>	<u>New</u>
1917 Westmeath Place	1937 Westmeath Place

(b) Johnson Avenue

<u>Current</u>	<u>New</u>
413-415 Johnson Avenue	415 Johnson Avenue

(c) Margate Drive

<u>Current</u>	<u>New</u>
1665 Margate Drive PVA #19302460	1667 Margate Drive
1681 Margate Drive PVA #19302500	1683 Margate Drive

Section 2 – That the street names and property address numbers of the following properties be and hereby are changed as follows:

- (a) Douglas Avenue: That the name of Douglas Avenue located at 407 is changed to Chiles Avenue and the following number change is made:

<u>Current</u>	<u>New</u>
407 Douglas Avenue	705 Chiles Avenue

- (b) Linden Walk: That the name of Linden Walk located at 373 is changed to Euclid Avenue and the following number change is made:

<u>Current</u>	<u>New</u>
373 Linden Walk	307 Euclid Avenue

Section 3 - That this Resolution shall be effective thirty (30) days from passage.

PASSED URBAN COUNTY COUNCIL:

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL
961-21:MRS:X:\Cases\911\21-LE0001\LEG\00737630.DOCX



Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0962-21

File ID: 0962-21

Type: Agenda Item

Status: Agenda Ready

Version: 1

Contract #:

In Control: Human Resources

File Created: 09/22/2021

File Name: 22.0009 Youth Services - Abolish/Create

Final Action:

Title: Authorization to abolish one (1) vacant classified position of Social Worker Sr. (Grade 517E) and create one (1) classified position of Certified Social Worker (Grade 518E), in the Division of Youth Services, effective upon passage of Council. This will have a future impact of a cost of \$3,259.83. (L0962-21) (Maxwell/Hamilton)

Notes:

Sponsors:

Enactment Date:

Attachments: Bluesheet Memo 22-0009, From To 22.0009, Fiscal Impact

Enactment Number:

Deed #:

Hearing Date:

Drafter: Alisha Lyle

Effective Date:

Related Files:

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 0962-21

Title

Authorization to abolish one (1) vacant classified position of Social Worker Sr. (Grade 517E) and create one (1) classified position of Certified Social Worker (Grade 518E), in the Division of Youth Services, effective upon passage of Council. This will have a future impact of a cost of \$3,259.83. (L0962-21) (Maxwell/Hamilton)

Summary

Authorization to abolish one (1) vacant classified position of Social Worker Sr. (Grade 517E) and create one (1) classified position of Certified Social Worker (Grade 518E), in the Division of Youth Services, effective upon passage of Council. This will have a future impact of a cost of \$3,259.83. (L0962-21) (Maxwell/Hamilton)

Budgetary Implications [select]: Yes/NO

Advance Document Review:

Law: No

Risk Management: No

Fully Budgeted: Yes

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:


John Maxwell, Director
Division of Human Resources

DATE: September 17, 2021

SUBJECT: Abolish/Create positions – Division of Youth Services

Request:

The attached action is requesting authorization to abolish one (1) vacant classified position of Social Worker Sr. (Grade 517E) and create one (1) classified position of Certified Social Worker (Grade 518E), in the Division of Youth Services, effective upon passage of Council.

Why are you requesting?

Upon the request of the division, and in accordance with the Code of Ordinances, the Division of Human Resources conducted a classification study on the requested position. The study was conducted according to standard procedures using Job Analysis Questionnaires (JAQs) and position audits. The position was analyzed by staff using the whole job rank and factor comparison methods. As a result, a recommendation for the requested position is described in this action.

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

This will have a future impact of a cost of \$3,259.83.



Position Title	Annual Salary Before	Annual Salary After	Annual Increase/Decrease
Social Worker Sr.	(\$48,364.16)	\$0	(\$48,364.16)
Certified Social Worker	\$0	\$50,783.20	\$50,783.20
Total Annual Impact/ Salary and Benefits \$3,259.83			

File Number:

0962-21

Director/Commissioner: John Maxwell/Sally Hamilton

If you have questions or need additional information, please contact Alisha Lyle at (859) 258-3957.



Lexington-Fayette Urban County Government

Changes in Authorized Positions

Date: 9/17/21

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
Division of Youth Services (650)									Division of Youth Services (650)							
650.055	3	515	517E	Social Worker Sr.	----	----	----		650.055	2	515	517E	Social Worker Sr.	----	----	----
650.045	1	526	518E	Certified Social Worker	----	----	----		650.045	2	526	518E	Certified Social Worker	----	----	----

Blue Sheet 22-XXXX

Youth Services

Description		%	Salary	63122 Base Comp	63411 Longevity	Benefits Cost					Employee Total Cost
						63511 26.95% Pension	63615 Other Fringe	63621 6.20% FICA	63622 0.157% Unemp	63624 1.45% Medicare	
Social Worker Sr. (Grade 517E) Pos# 714	Abolish	100%	(48,364.16)	(\$48,364)	\$0	(\$13,034)	(\$4,269)	(\$3,263)	(\$83)	(\$763)	(\$71,036)
Certified Social Worker (Grade 518E)	Create	100%	50,783.20	\$50,783	\$0	\$13,686	\$4,269	\$3,413	\$86	\$798	\$74,296
Pay Periods		26		\$2,419	\$0	\$652	\$0	\$150	\$4	\$35	\$3,260

Annual Cost: \$3,259.83

Taxable Fringe	\$4,268.88
Total Fringe	\$5,528.88



Lexington-Fayette Urban County Government Master

200 E. Main St
Lexington, KY 40507

File Number: 0970-21

File ID: 0970-21

Type: Agenda Item

Status: Agenda Ready

Version: 1

Contract #:

In Control: Water Quality

File Created: 09/22/2021

File Name: Partial Release of Utility Easement 1207 S.
Broadway/416 & 420 Gibson Ave.

Final Action:

Title: Authorization to execute a Partial Release of Easement, releasing a five-foot utility easement on the parcels located at 406 Gibson Avenue, 410 Gibson Avenue, and 1207 South Broadway. No budgetary impact. (L0970-21) (Lubeck/Albright)

Notes:

Sponsors:

Enactment Date:

Attachments: Bluesheet Memo.pdf, Map of Subject Area.pdf, Partial Release of Easement.pdf, 00739638.DOCX

Enactment Number:

Deed #:

Hearing Date:

Drafter: Lisa McFadden

Effective Date:

Related Files:

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 0970-21

Title

Authorization to execute a Partial Release of Easement, releasing a five-foot utility easement on the parcels located at 406 Gibson Avenue, 410 Gibson Avenue, and 1207 South Broadway. No budgetary impact. (L0970-21) (Lubeck/Albright)

Summary

Authorization to execute a Partial Release of Easement, releasing a five-foot utility easement on the parcels located at 406 Gibson Avenue, 410 Gibson Avenue, and 1207 South Broadway. No budgetary impact. (L0970-21) (Lubeck/Albright)

Budgetary Implications: No

Advance Document Review:

Law: Yes, Completed by Michael Cravens, 9/17/2021

Risk Management: No

Fully Budgeted: N/A

Account Number: N/A

This Fiscal Year Impact: None

Annual Impact: None

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: September 20, 2021

SUBJECT: PARTIAL RELEASE OF UTILITY EASEMENT AT 1207 SOUTH BROADWAY, 416 AND
420 GIBSON

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 partial release of a utility easement at 1207 South Broadway, 416 and 420 Gibson.

Purpose of Request

The easement is no longer needed because there are no facilities in the easement.

Project Cost in FY21

There is no projected cost with this request.

Project Cost Impact for Future Budget Years

There is no projected future cost.

Are Funds Budgeted

N/A.

Law Review

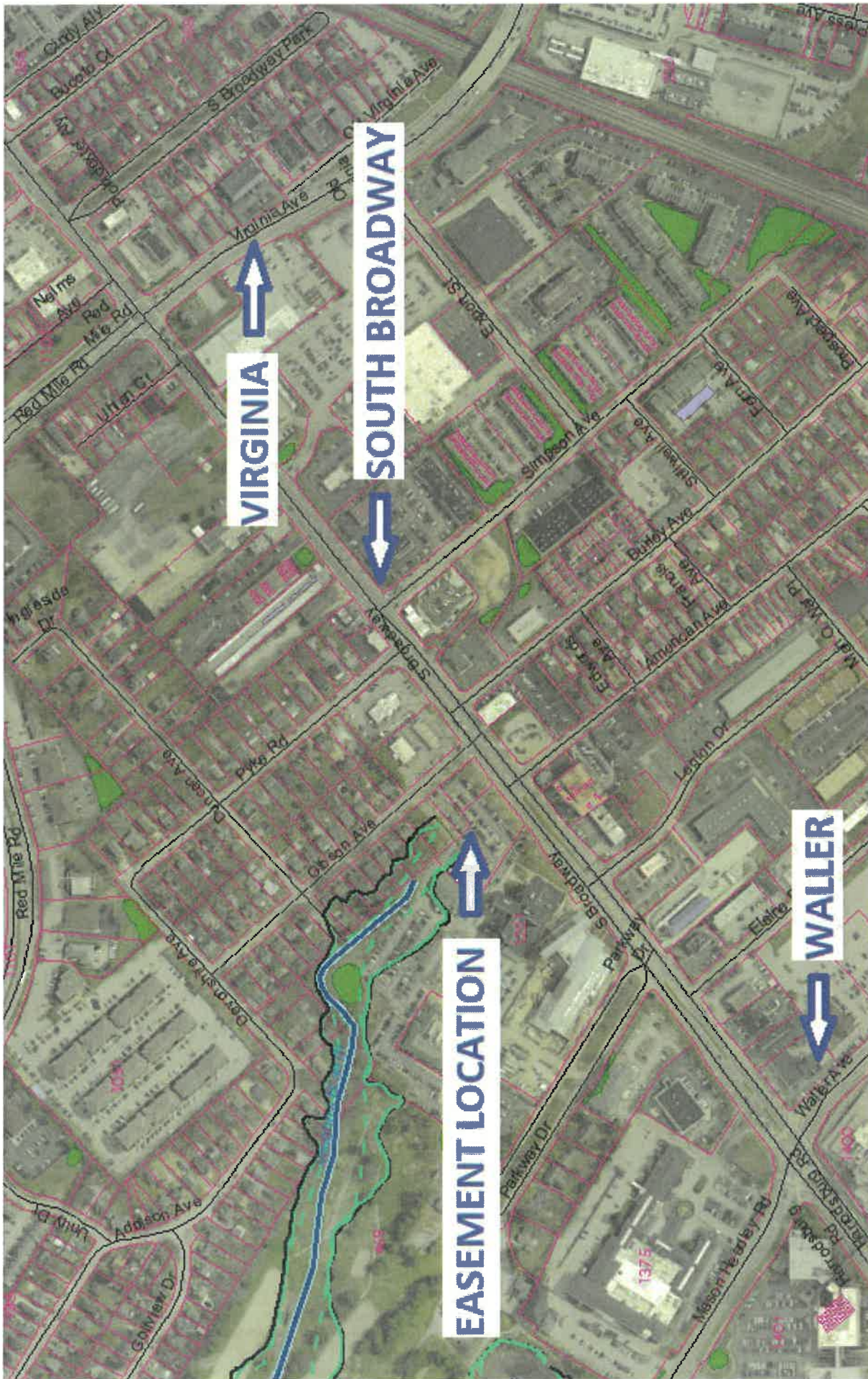
M. Cravens, 9/17/2021.

Martin/Albright

DRB

cc: Debbie R. Barnett
Greg Lubeck, PE





PARTIAL RELEASE OF EASEMENT
406 Gibson Avenue, 410 Gibson Avenue and 1207 South Broadway

Property Owner: Parkway Developers, Inc.

KNOW THAT ALL MEN BY THESE PRESENTS:

FOR VALUABLE CONSIDERATION, the receipt of and sufficiency of which is hereby acknowledged, the undersigned, LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, 200 East Main Street, Lexington, Kentucky 40507 does hereby fully release the portion of that certain 5 foot utility easement located on parcels, which was dedicated to the undersigned by the terms of a Plat of Gibson Park Subdivision of record in the Fayette County Clerk's Office in Plat Cabinet E, Slide 308 and shown on Exhibit A attached hereto, more particularly described as follows:

BEGINNING AT A POINT in the southern most corner of Lot 7 (known as 410 Gibson Avenue) located in the Plat of Gibson Park Subdivision as shown on Plat Cabinet E, Slide 308 of record in the Fayette County Clerk's Office; thence with Lot 7 North 46 degrees 58 minutes 27 seconds East, 5.00 feet to a point; thence leaving said Lot 7, South 41 degrees 24 minutes 29 seconds East, 234.26 feet to a point; thence South 52 degrees 05 minutes 33 seconds West, 5.01 feet to point; thence North 41 degrees 24 minutes 29 seconds West, 233.82 feet to the **POINT OF BEGINNING** and containing 1,170 square feet.

Being a portion of the same property conveyed to Parkway Developers, LLC and by Deed dated December 8, 1959 of record in Deed Book 684, Page 74 and by Deed dated April 18, 1980 of record in Deed Book 1250, Page 621 in the Fayette County Clerk's office.

PREPARED BY:
ALBERT W. GROSS
PLS No. 2115

EA Partners, PLLC

3111 WALL STREET
LEXINGTON, KENTUCKY 40513
PHONE (859) 296-8889
FACSIMILE (859) 296-9887

PARENT DOCUMENTS: D.B. 684, PG. 074
D.B. 1250, PG. 621
P.C. "E", SL. 308



EXHIBIT "A"

5' UTILITY EASEMENT RELEASE
THE NEW LEXINGTON CLINIC, P.S.C.
406 AND 410 GIBSON AVE. &
1207 SOUTH BROADWAY
LEXINGTON, FAYETTE COUNTY, KENTUCKY
SEPTEMBER 2021

AREA UNDER CONSTRUCTION

RESOLUTION NO. _____ - 2021

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A PARTIAL RELEASE OF EASEMENT, RELEASING A UTILITY EASEMENT ON THE PROPERTIES LOCATED AT 406 GIBSON AVENUE, 410 GIBSON AVENUE, AND 1207 SOUTH BROADWAY.

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute a Partial Release of Easement, which is attached hereto and incorporated herein by reference, releasing a utility easement on the properties located at 406 Gibson Avenue, 410 Gibson Avenue, and 1207 South Broadway.

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

970-21:MSC:X:\Cases\WATER-AIR\21-LE0001\LEG\00739638.DOCX



Lexington-Fayette Urban County Government Master

200 E. Main St
Lexington, KY 40507

File Number: 0972-21

File ID: 0972-21

Type: Agenda Item

Status: Agenda Ready

Version: 1

Contract #:

In Control: Grants and Special Programs

File Created: 09/23/2021

File Name: Request Council authorization to submit an allocation plan and accept \$4,865,246 of federal funds from the U.S. Department of Housing and Urban Development from the HOME Investment Partnerships Program to assist individuals who are homeless, at risk of ho

Final Action:

Title: Authorization to submit an allocation plan and accept \$4,865,246 of federal funds from the U.S. Department of Housing and Urban Development from the HOME Investment Partnerships Program to assist individuals who are homeless, at risk of homelessness, and other vulnerable populations by providing housing and supportive services. No matching funds are required. Budget amendment in process. (0972-21) (Lanter/Hamilton)

Notes:

Sponsors:

Enactment Date:

Attachments: Bluesheet Memo, BA 11330 Planning & Admin Budget, Signed Lexington HOME ARP Grant Agreement

Enactment Number:

Deed #:

Hearing Date:

Drafter: Charlie Lanter

Effective Date:

Related Files:

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 0972-21

Title

Authorization to submit an allocation plan and accept \$4,865,246 of federal funds from the U.S. Department of Housing and Urban Development from the HOME Investment Partnerships Program to assist individuals who are homeless, at risk of homelessness, and other vulnerable populations by providing housing and supportive services. No matching funds are required. Budget amendment in process. (0972-21) (Lanter/Hamilton)

Summary

Authorization to submit an allocation plan and accept \$4,865,246 of federal funds from the U.S. Department of Housing and Urban Development from the HOME Investment Partnerships Program to assist individuals who are homeless, at risk of homelessness, and other vulnerable populations by providing housing and supportive services. No matching funds are required.

Budget amendment in process. (0972-21) (Lanter/Hamilton)

Budgetary Implications [select]: Yes

Advance Document Review:

Law: Yes, Completed by Brittany Smith, 9/23/2021

Risk Management: N/A

Fully Budgeted [select]: BA 11330 in process. Additional funds will be budgeted as projects are identified.

Account Number: 3120-160201-0001-XXXXXX

This Fiscal Year Impact: \$4,865,246

Annual Impact: \$0

Project: AR_HOME_2022

Activity: FED_GRANT

Budget Reference: 2022

Current Balance:



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

**FROM: CHARLIE LANTER, DIRECTOR
DIVISION OF GRANTS AND SPECIAL PROGRAMS**

DATE: SEPTEMBER 23, 2021

**SUBJECT: Accept award of HOME Investment Partnerships Program funds from the
U.S. Department of Housing and Urban Development**

Request: Council authorization to submit an allocation plan and accept \$4,865,246 of federal funds from the U.S. Department of Housing and Urban Development from the HOME Investment Partnerships Program to assist individuals who are homeless, at risk of homelessness, and other vulnerable populations by providing housing and supportive services. No matching funds are required.

Purpose of Request: The American Rescue Plan Act appropriated \$5 billion under the U.S. Department of Housing and Urban Development (HUD) HOME Investment Partnerships Program specifically to provide housing and supportive services to individuals and households who are homeless, at risk of homelessness, and other vulnerable populations. The LFUCG has been awarded \$4,865,246 of these funds, of which \$243,262.30 may be used immediately for Administration and Planning expenses including the development of a required Allocation Plan that determines how funds will be expended. The Allocation Plan process requires the use of data and public input to determine the best use of these funds for meeting local needs. HUD must approve the Allocation Plan separately before individual projects can be awarded.

What is the cost in this budget year and future budget years? \$4,865,246 of federal funding is awarded for FY22 and may be expended through 9/30/2030. No additional funds are anticipated. No local matching funds are required.

Are the funds budgeted? BA 11330 is in process for the Planning and Administration funds. The balance of the funds will be budgeted once the Allocation Plan is developed and approved.

File Number: 0972-21

Director/Commissioner: Lanter/Hamilton



LFUCG Budget Amendment Request Form

Requester: Lanter, Charlie **Date:** 09/23/2021 **Status:** Division Director Approved **Amend Nbr:** 11330

Business Unit: LFUCG **Journal Date:** 09/23/2021 **Budget Period:** 2022 **Bid:** **Admin Review:**

Personnel, Operating & Capital Accounts [Personalize](#) | [Find](#) | [View 3](#) | [Print](#) First 1-10 of 10 Last

Fund	Dept	Section	Account	Description	Amount	Division	Department	Journal ID
1 3120	160201	0001	63111	Civil Service Salaries	157,852.38	052820	SHAMILTON2	
2 3120	160201	0001	63511	Pension Contributions	42,541.22	052820	SHAMILTON2	
3 3120	160201	0001	63615	BP - UCG	15,785.24	052820	SHAMILTON2	
4 3120	160201	0001	63621	FICA	9,786.85	052820	SHAMILTON2	
5 3120	160201	0001	63622	Unemployment Insurance	303.08	052820	SHAMILTON2	
6 3120	160201	0001	63624	Medicare Expense	2,288.86	052820	SHAMILTON2	
7 3120	160201	0001	63625	Other Voluntary Benefits-UCG	1,200.00	052820	SHAMILTON2	
8 3120	160201	0001	71299	Prof Svc - Other	2,500.00	052820	SHAMILTON2	
9 3120	160201	0001	75101	Operating Supplies and Expense	9,004.67	052820	SHAMILTON2	
10 3120	160201	0001	75104	Newspaper advertising	2,000.00	052820	SHAMILTON2	

Revenue Accounts [Personalize](#) | [Find](#) | [View All](#) | [Print](#) First 1 of 1 Last

Fund	Dept	Section	Account	Description	Amount	Division	Department	Journal ID
1 3120	160201	0001	44010	Intergovernmental - Federal	243,262.30	052820	SHAMILTON2	

Project/Grant Revenue

Project/Grant Expenditures

Comments:
 To establish Planning and Administration Budget for AR_HOME_2022.

Net Amend Amt: 0.00 [Print](#)

[Submit for Approval](#)

[Save](#)

[Print](#)

HOME ARP Grant Agreement

Title II of the Cranston-Gonzalez National Affordable Housing Act

Assistance Listings #14.239 – HOME Investment Partnerships Program

1. Grantee Name and Address Lexington-Fayette 200 East Main Street Lexington, KY 40507-0000	2. Grant Number (Federal Award Identification Number (FAIN)) M21-MP210201		
	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:50%;">3a Tax Identification Number 610858140</td> <td style="width:50%;">3b. Unique Entity Identifier (formerly DUNS) 020428777</td> </tr> </table>	3a Tax Identification Number 610858140	3b. Unique Entity Identifier (formerly DUNS) 020428777
3a Tax Identification Number 610858140	3b. Unique Entity Identifier (formerly DUNS) 020428777		
	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:50%;">4. Appropriation Number 861/50205</td> <td style="width:50%;">5. Budget Period Start and End Date FY 2021 – 09/30/2030</td> </tr> </table>	4. Appropriation Number 861/50205	5. Budget Period Start and End Date FY 2021 – 09/30/2030
4. Appropriation Number 861/50205	5. Budget Period Start and End Date FY 2021 – 09/30/2030		
6. Previous Obligation (Enter "0" for initial FY allocation)			
a. Formula Funds	\$0		
7. Current Transaction (+ or -)			
a. Administrative and Planning Funds Available on Federal Award Date	\$4,865,246.00		
b. Balance of Administrative and Planning Funds	\$243,262.30		
c. Balance of Formula Funds	\$486,524.60		
	\$4,135,459.10		
8. Revised Obligation			
a. Formula Funds	\$		
9. Special Conditions (check applicable box)			
<input type="checkbox"/> Not applicable <input type="checkbox"/> Attached			
10. Federal Award Date (HUD Official's Signature Date)			
09/20/2021			
11. Indirect Cost Rate*			
<u>Administering Agency/Dept.</u>	<u>Indirect Cost Rate</u>	<u>Direct Cost Base</u>	
—	—%		* If funding assistance will be used for payment of indirect costs pursuant to 2 CFR 200, Subpart E-Cost Principles, provide the name of the department/agency, its indirect cost rate (including if the de minimis rate is charged per 2 § CFR 200.414), and the direct cost base to which the rate will be applied. Do not include cost rates for subrecipients.
—	—%		
—	—%		
—	—%		
12. Period of Performance		09/20/2021 - 09/30/2030	

The HOME-ARP Grant Agreement (the "Agreement") between the Department of Housing and Urban Development (HUD) and the Grantee is made pursuant to the authority of the HOME Investment Partnerships Act (42 U.S.C. 12701 et seq.) and Section 3205 of the American Rescue Plan (P.L. 117-2) (ARP). HUD regulations at 24 CFR part 92 (as may be amended from time to time), the CPD Notice entitled "Requirements for the Use of Funds in the HOME-American Rescue Plan Program" (HOME-ARP Implementation Notice), the Grantee's HOME-ARP allocation plan (as of the date of HUD's approval), and this HOME-ARP Grant Agreement, form HUD-40093a, including any special conditions (in accordance with 2 CFR 200.208), constitute part of this Agreement. HUD's payment of funds under this Agreement is subject to the Grantee's compliance with HUD's electronic funds transfer and information reporting procedures issued pursuant to 24 CFR 92.502 and the HOME-ARP Implementation Notice. To the extent authorized by HUD regulations at 24 CFR part 92, HUD may, by its execution of an amendment, deobligate funds previously awarded to the Grantee without the Grantee's execution of the amendment or other consent. The Grantee agrees that funds invested in HOME-ARP activities under the HOME-ARP Implementation Notice are repayable in accordance with the requirements of the HOME-ARP Implementation Notice. The Grantee agrees to assume all of the responsibility for environmental review, decision making, and actions, as specified and required in regulation at 24 CFR 92.352 and 24 CFR Part 58, as well as the HOME-ARP Implementation Notice.

The Grantee must comply with the applicable requirements at 2 CFR part 200, as amended, that are incorporated by the program regulations and the HOME-ARP Implementation Notice, as may be amended from time to time. Where any previous or future amendments to 2 CFR part 200 replace or renumber sections of part 200 that are cited specifically in the program regulations or HOME-ARP Implementation Notice, activities carried out under the grant after the effective date of the 2 CFR part 200 amendments will be governed by the 2 CFR part 200 requirements, as replaced or renumbered by the part 200 amendments.

The Grantee shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Universal Numbering System and System for Award Management (SAM) requirements in Appendix I to 2 CFR part 200, and the Federal Funding Accountability and Transparency Act (FFATA) in Appendix A to 2 CFR part 170.

Funds remaining in the grantee's Treasury account after the end of the budget period will be cancelled and thereafter not available for obligation or expenditure for any purpose. Per 31 U.S.C. 1552, the Grantee shall not incur any obligations to be paid with such assistance after the end of the Budget Period.

13. For the U.S. Department of HUD (Name and Title of Authorized Official) Renee D. Ryles, Acting CPD Director	14. Signature <i>Renee D Ryles</i>	15. Date 09/22/2021
16. For the Grantee (Name and Title of Authorized Official)	17. Signature _____ X	18. Date / /

19. Check one: Initial Agreement Amendment #

20. Funding Information: *HOME ARP*

<u>Source of Funds</u>	<u>Appropriation Code</u>	<u>PAS Code</u>	<u>Amount</u>
2021	861/50205	HMX	\$4,865,246.00

21. Additional Requirements: These additional requirements are attached and incorporated into this Agreement. The Grantee agrees to these additional requirements on the use of the funds in 7., as may be amended from time to time by the Secretary.

- a) As of the Federal Award Date, the Grantee may use up to the amount identified in 7.a. of this Agreement for eligible administrative and planning costs in accordance with the HOME-ARP Implementation Notice.
- b) Until the date of HUD's acceptance of the Grantee's HOME-ARP allocation plan, the Grantee agrees that it will not obligate or expend any funds for non-administrative and planning costs, in accordance with the HOME-ARP Implementation Notice.
- c) In accordance with the HOME-ARP Implementation Notice, as of the date of acceptance by HUD of the Grantee's HOME-ARP allocation plan, HUD shall make the amount identified in line 7. of this Agreement available to the Grantee.
- d) If the Grantee does not submit a HOME-ARP allocation plan or if the Grantee's HOME-ARP allocation plan is not accepted within a reasonable period of time, as determined by HUD, the Grantee agrees that all costs incurred and HOME-ARP funds expended by the Grantee will be ineligible costs and will be repaid with non-Federal funds.

22. Special Conditions



Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0984-21

File ID: 0984-21

Type: Agenda Item

Status: Agenda Ready

Version: 2

Contract #:

In Control: Fire and
Emergency
Services

File Created: 09/24/2021

File Name: UK MOU for clinical training with paramedic students

Final Action:

Title: Authorization for the Division of Fire to enter into an agreement with UK for the clinical training for our paramedic students. No budgetary impact. (L0984-21) (Wells/Armstrong)

Notes: In office. 9/29/2021. MS

Sponsors:

Enactment Date:

Attachments: Blue Sheet Memo_Agreement with UK for clinical training, MOU with UK for clinical training for paramedic students

Enactment Number:

Deed #:

Hearing Date:

Drafter:

Effective Date:

Related Files:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
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Text of Legislative File 0984-21

Title

Authorization for the Division of Fire to enter into an agreement with UK for the clinical training for our paramedic students. No budgetary impact. (L0984-21) (Wells/Armstrong)

Summary

Authorization for the Division of Fire to enter into an agreement with UK for the clinical training for our paramedic students. No budgetary impact. (L0984-21) (Wells/Armstrong)

Budgetary Implications : NO

Advance Document Review:

Yes

Risk Management: No

Fully budgeted: N/A



TO: Mayor Linda Gorton

FROM: Jason G. Wells, Fire Chief

DATE: September 24, 2021

SUBJECT: Agreement with the University of Kentucky for clinical training

The Division of Fire and Emergency Services request authorization to enter into an agreement with the University of Kentucky.

Why are you requesting? We are requesting so that our paramedic students will be able to participate in clinical training to aid the in their process to becoming paramedics.

Department needs this action completed because: To benefit the Division of Fire with teaching and training of our paramedic students.

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

The cost for this FY is: N/A

The cost for future FY is: N/A

Are the funds budgeted? N/A

File Number:

Director/Commissioner: Wells/Armstrong



PROGRAM LETTER OF AGREEMENT

This Program Letter of Agreement is used to implement the AAMC Uniform Terms and Conditions which address important legal and business terms between the Sponsoring Institution and the Participating Site. The Uniform Terms and Conditions include provisions on the administration of the residency program; resident salaries and benefits; immunizations, criminal background checks, licensure, access to resources, resident supervision and evaluation, insurance coverage, HIPAA and other important issues. This Program Letter of Agreement should not be signed before reading and fully understanding the AAMC Uniform Terms and Conditions.

This Program Letter of Agreement is the residency training affiliation agreement between the Sponsoring Institution and the Participating Site with respect to a clinical training experience for the Sponsoring Institution's assigned residents, and the agreement of the parties to abide by all terms and conditions of the AAMC Uniform Terms and Conditions [dated January 22, 2018] which is hereby incorporated by reference, without modification or exception except as specified below. Any conflict between this Program Letter of Agreement and the AAMC Uniform Terms and Conditions are to be interpreted in favor of this Program Letter of Agreement.

This Program Letter of Agreement is effective from 1/1/2022, and will remain in effect for ten years or until updated or changed by the Sponsoring Institution and the Participating Site or terminated by either party.

1. Parties

Sponsoring Institution: University of Kentucky

Participating Site: Lexington-Fayette Urban County Government

2. Persons Responsible for Education and Supervision

Program Director at Sponsoring Institution: Sameer Desai, MD

Site Director at Participating Site: Ryan Stanton, MD

Other faculty at Participating Site (by name or general group): University of Kentucky Emergency Medicine Faculty

The above named people are responsible for the education and supervision of the residents while rotating at the Participating Site.

3. Responsibilities

The faculty at Participating Site must provide appropriate supervision of residents in patient care activities and maintain a learning environment conducive to educating the residents in the competency areas identified by ACGME or other applicable accrediting bodies. Supervision must provide safe and effective care to patients; ensure development of skills, knowledge, and attitudes required to enter the unsupervised practice of medicine and establish a foundation for continued professional growth. The faculty must evaluate resident performance in a timely manner during each rotation or similar educational assignment and document this evaluation at the completion of the assignment.

4. Goals and Objectives of the Educational Experiences

The goals and objectives of the educational experiences have been developed according to ACGME Residency Program Requirements or other applicable accrediting bodies, and are delineated in the attached document.

The Program Director, Site Director and the program faculty at the Participating Site are together responsible for the day-to-day activities of the residents during the course of the educational experiences at the Participating Site in furtherance of the goals and objectives.

5. Policies, Rules and Regulations that Govern Resident Education

Residents will be under the general direction of their Sponsoring Institution Program's Policy and Procedure Manual regarding educational matters as well the Participating Site's policies, rules and regulations regarding patient care activities. Please note that Residents will not write paper prescriptions for controlled substances while rotating at Sponsoring Institution in accordance with Kentucky's e-prescribing law and federal law on e-prescribing.

6. Financial Responsibility

Select one of the three options below:

Sponsoring Institution Responsible Financially

Sponsoring Institution or its affiliate as otherwise described under Section 7 herein shall continue to employ the residents and is responsible for the payment of any salary and compensation to the residents, as well as providing or requiring health insurance coverage and workers compensation coverage, and withholding all applicable taxes. Sponsoring Institution understands that its residents will not be covered by or entitled to any social security, unemployment compensation, retirement, pension and/or any other benefits programs or workers' compensation

program offered or provided by Participating Site, and no resident shall have any right, title or claim to participate in the same.

Or

Participating Site Responsible Financially

Sponsoring Institution or its affiliate as otherwise described under Section 7 herein shall continue to employ the residents and is responsible for the payment of any salary and compensation to the residents, as well as providing or requiring health insurance coverage and workers compensation coverage, and withholding all applicable taxes. Sponsoring Institution understands that its residents will not be covered by or entitled to any social security, unemployment compensation, retirement, pension and/or any other benefits programs or workers' compensation program offered or provided by Participating Site, and no resident shall have any right, title or claim to participate in the same. Since Sponsoring Institution cannot claim the residents on its cost report for graduate medical education reimbursement from the CMS, the Participating Site shall reimburse Sponsoring Institution or its affiliate as may be described under Section 7 herein for the applicable pro rata portion of any resident's salary and benefits. Sponsoring Institution or its affiliate as otherwise described under Section 7 herein may provide the Participating Site an invoice for payment, which shall be paid by Participating Site within ninety (90) days of the date that such invoice is posted in the U.S. mail or other agreed upon means. Any additional expenses for any specific Rotation shall be set forth in [Exhibit ____, attached.]

Or

Financial Responsibility

Sponsoring Institution and Participating Site agree to the following terms regarding cost sharing with respect to costs associated with the education of residents: [insert terms].

7. Other Modifications or Exceptions to the AAMC Uniform Residency Training Terms and Conditions

Modifications or Exceptions (if none, please indicate by writing "none"):

RISK MANAGEMENT STATEMENT:

The Participating Site Administrator and Sponsoring Institution's Risk Management will notify each other of any lawsuit which is threatened, or any patient care event which causes or contributes to injury or death, and could result in a lawsuit, if a Sponsoring Institution student, or resident/fellow or faculty is involved with said patient's care.

PERSONAL INFORMATION AND BREACH:

To the extent Participating Site receives Personal Information as defined by and in accordance with Kentucky's Personal Information Security and Breach Investigation

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

CORPORATE COMPLIANCE:

Participating Site affirms that it is not excluded from participation, and is not otherwise ineligible to participate in a “Federal health care program” as defined in 42 U.S.C. section 1320a-7b(f) or in any other state or federal government payment program. In the event that Participating Site is excluded from participation, or becomes otherwise ineligible to participate in any such program, during the term of this agreement, Participating Site will notify the University of Kentucky, Office of Compliance, 2333 Alumni Park Plaza, Suite 200, Lexington, Kentucky 40517, in writing, by certified mail within 48 hours after said event, and upon the occurrence of any such event, whether or not appropriate notice is given, the Sponsoring Institution shall immediately terminate this Agreement upon written notice.

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

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

The individuals executing this program letter of agreement are authorized to sign on behalf of their institutions and certify that their institutions have accepted the AAMC Uniform Terms and Conditions for Program Letters of Agreement and further agree to comply with its terms except as noted above.

Compensation - While on rotation at Participating Site, trainees will continue to receive a stipend and benefits through the Sponsoring Institution and will not be paid by Participating Site. Sponsoring Institution shall maintain the right to count all trainees' FTEs on its Medicare cost report for purposes of medical education reimbursement. Unless otherwise stipulated, faculty/supervisor(s) will not receive monetary compensation for supervision of trainees under this agreement.

Duration of Rotation: 2 weeks

Sponsoring Institution: University of Kentucky

By: Katherine McKinney, MD, MS

Signature: 

Title: Senior Associate Dean for Graduate Medical Education

Date: 8/24/21

Address: 800 Rose Street, Room HQ-101
Lexington, KY 40536-0293

Participating Site: Lexington- Fayette Urban County Government

By: Linda Gorton

Signature: _____

Title: Mayor

Date: _____

Address: 219 E. Third Street
Lexington, KY 40507

Additional Necessary Party: Lexington-Fayette Urban County Government

By: Ryan Stanton, MD

Signature: _____

Title: Site Director

Date: 8/31/21

Address: 219 E. Third Street
Lexington, KY 40507



Additional Necessary Party: University of Kentucky

By: Sameer Desai, MD

Signature: _____

Title: Program Director

Date: 8/18/2021

Address: 800 Rose Street
Lexington, KY 40536



Additional Necessary Party: Acting Dean, College of Medicine

By: Charles Griffith, III, MD, MSPH

Signature: _____

Title: Acting Dean, College of Medicine

Date: 8/26/2021

Address: 800 Rose Street
Lexington, KY 40536





Lexington-Fayette Urban County Government Master

200 E. Main St
Lexington, KY 40507

File Number: 0987-21

File ID: 0987-21

Type: Agenda Item

Status: Agenda Ready

Version: 2

Contract #:

In Control: Grants and Special Programs

File Created: 09/27/2021

File Name: Request Council authorization to approve an agreement in the amount of \$223,000 with Management Registry Inc. (previously known as Omnisource Integrated Supply, LLC,) for CSEPP support staff.

Final Action:

Title: Authorize payment and execute any necessary agreements or amendments with Management Registry Inc. (previously known as Omnisource Integrated Supply, LLC,) for CSEPP support staff, in the amount of \$223,000. Funds are budgeted for FY22. It is anticipated that grant funds will be available for these services in future budget years. (L0987-21) (Dugger/Armstrong)

Notes:

Sponsors:

Enactment Date:

Attachments: 22-blue sheet memo MR, LFUCG Management Registry Contract, RFP 1-2021, 1-2021 - CSEPP Personnel Services - Scoring Summary (1), IonWave, LFUCG Management Registry Contract 2.23.21 - Executed, Resolution 138-2021

Enactment Number:

Deed #:

Hearing Date:

Drafter: Celia Moore

Effective Date:

Related Files:

History of Legislative File

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

Text of Legislative File 0987-21

Title

Authorize payment and execute any necessary agreements or amendments with Management Registry Inc. (previously known as Omnisource Integrated Supply, LLC,) for CSEPP support staff, in the amount of \$223,000. Funds are budgeted for FY22. It is anticipated that grant funds will be available for these services in future budget years. (L0987-21) (Dugger/Armstrong)

Summary

Authorize payment and execute any necessary agreements or amendments with Management Registry Inc. (previously known as Omnisource Integrated Supply, LLC,) for CSEPP support staff, in the amount of \$223,000. Funds are budgeted for FY22. It is anticipated that grant funds will be available for these services in future budget years. (L0987-21) (Dugger/Armstrong)

Budgetary Implications: Yes

Advance Document Review:

Law: Yes, Completed by Brittany Smith, 9/27/2021

Risk Management: N/A

Fully Budgeted: Yes

Account Number: 3200-505201-0001-71299

This Fiscal Year Impact: \$223,000

Annual Impact: \$0

Project: CSEPP_2021

Activity: KY-FAY-455

Budget Reference: 2021

Current Balance: \$223,000



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

**FROM: CHARLIE LANTER, DIRECTOR
DIVISION OF GRANTS AND SPECIAL PROGRAMS**

DATE: SEPTEMBER 27, 2021

**SUBJECT: APPROVAL OF AGREEMENT WITH MANAGEMENT REGISTRY INC
FOR CSEPP SUPPORT STAFF FOR CSEPP – FY21**

Request: Council authorize payment and execute any necessary agreements or amendments with Management Registry Inc. (previously known as Omnisource Integrated Supply, LLC,) for CSEPP support staff.

Purpose of Request: On July 9, 2020 (Resolution 484-2021), Council approved the acceptance of federal funds from the Kentucky Department of Military Affairs, Division of Emergency Management for the continued operation of the Chemical Stockpile Emergency Preparedness Program (CSEPP). A contract with Management Registry for CSEPP support staff (Exercise Coordinator, AFN Coordinator and two WebEOC/Planners) was awarded under RFP 1-2021 for \$650,000, a three-year contract. These contract positions are responsible for WebEOC administration, development, research, training and exercise coordination. Additionally, coordinating with the AFN/LEP community in the CSEPP footprint. The WebEOC Planners are also responsible for maintaining the CSEPP ISP, ESF, PAZ plans as well as other related documents. The Exercise Coordinator works with our six hospitals, ARC, Fire, Police.

What is the cost in this budget year and future budget years? The cost is \$223,000 for FY22. It is anticipated that grant funds will be available for these services in future budget years.

Are the funds budgeted? Funds are budgeted as follows:

FUND	DEPT ID	SECT	ACCT	BUD REF	ACTIVITY	PROJECT	AMOUNT
3200	505201	0001	71299	2021	KY-FAY-455	CSEPP 2021	\$223,000

File Number: 0987-21

Director/Commissioner: Dugger/Armstrong



Division of Emergency Management

Lexington-Fayette Urban County Government

115 Cisco Road

Lexington, KY 40504-1107

Amended General Conditions

Thank you for using Management Registry, Inc. for your staffing needs. Management Registry, Inc. ("Assigned Employee(s)") are assigned to you for the contract period of 24, February 2021 to December 31, 2024 for a contract value of , \$650 ,000 under the following General Conditions:

Management Registry Inc. Responsibilities

Management Registry, Inc. will provide to LFUCG the services of its employees ("Assigned Employees") as requested by CLIENT. LFUCG will use the services of Management Registry, Inc. as a provider of Assigned Employees for the job titles outlined in the Payment Terms.

Management Registry, Inc. agrees to assume full responsibility for paying wages, withholding, and transmitting payroll taxes; making unemployment contributions; providing workers compensation insurance; handling unemployment and workers' compensation claims. Assigned Employees will be entitled to holidays & vacations based on the clients confirmed holidays and medical insurance will be offered to full-time personnel.

Management Registry, Inc. will recruit, interview, test, screen, and ensure compliance with legally required pre-employment obligations for all Assigned Employees to be assigned to CLIENT's facilities prior to their assignment at LFUCG facility. All Assigned Employees will be subjected to a S panel drug screen and E-Verify through the Social Security Administration.

Management Registry, Inc. will maintain general liability, workers compensation and employer's liability insurance.

CLIENT'S Responsibilities

LFUCG will provide the Assigned Employees of the Management Registry, Inc. with a safe work environment. LFUCG will provide the Assigned Employees with an orientation on job specific safety rules, job specific Hazardous Communications training, other training such as emergency evacuation, proper use of personal protective equipment (PPE) and any other necessary safety training. Within 24 hours of an injury to an Assigned Employee, LFUCG will provide a complete accident report to Management Registry, Inc. LFUCG is responsible to include any recordable injury to Assigned Employees (s) in their OSHA 300 log and for compliance with the Occupational Safety and Health Act and comparable state laws and regulations.

LFUCG shall notify Management Registry, Inc. if the job description changes for the Assigned Employee(s), so that Management Registry, Inc. can determine if workers compensation classification code requires modification

LFUCG agrees that it will entrust Assigned Employees with unattended premises, cash, checks, keys, credit cards, confidential or trade secret information, negotiable instruments, or other valuables, all such any items will be documented on a loan sheet.

LFUCG will not request or permit any Assigned Employee to use any vehicle, regardless of ownership, in connection with the performance of services for CLIENT, without the prior written permission of Management Registry, Inc. "Vehicle" is defined as an automobile, truck., van, E- Z Go or other motorized vehicle. Any employee approved to drive their own vehicle must have on file the following information to include a quarterly DMV report for any driver, proof of insurance for driver, hold harmless Agreement signed by both driver and client and the CLIENT will be billed back for on-call hours

LFUCG and Management Registry, Inc. Dual Responsibilities

LFUCG and Management Registry, Inc. affirm and agree that they are equal employment opportunity employers and are in full compliance with any and all applicable anti-discrimination laws, rules, and regulations. LFUCG and Management Registry, Inc. agree not to harass, discriminate against, or retaliate against any employee of the other because of his or her race, national origin, age, sex, religion, disability, marital status, or other category protected by law; nor shall either party cause or request the other party to engage in such discrimination, harassment, or retaliation. In the event of any complaint of unlawful discrimination, harassment, or retaliation by any Assigned Employee, LFUCG and Management Registry, Inc. agree to cooperate in the prompt investigation and resolution of such complaint.

To the extent permitted by law, Management Registry, Inc. agrees to defend, indemnify, and hold LFUCG harmless of and from any and all claims or losses that LFUCG actually incurs (including reasonable attorney's fees) caused by the fault, negligence, gross negligence, or recklessness of Management Registry, Inc.

To the extent permitted by law, LFUCG agrees to defend, indemnify, and hold Management Registry, Inc. harmless against any and all claims, losses, and liabilities that Management Registry, Inc. incurs (including reasonable attorney's fees) that are caused by the fault, negligence, gross negligence, or recklessness of CLIENT.

LFUCG Signature: _____

Management Registry, Inc.: Stacey Dlouhy

Printed Name: _____

Printed Name: Stacey L. Dlouhy

Title: _____

Title: President - Government Division

Date: _____

Date: 1/14/2021



Lexington-Fayette Urban County Government

Request for Proposals

The Lexington-Fayette Urban County Government hereby requests proposals for **RFP #1-2021 CSEPP Personnel Services** to be provided in accordance with terms, conditions and specifications established herein.

Sealed proposals will be received through Ion Wave until **2:00 PM**, prevailing local time, on **February 2, 2021**. All forms and information requested in RFP must be included and attached in Response Attachments tab in Ion Wave.

Proposals received after the date and time set for opening proposals will not be accepted. It is the sole responsibility of the Proposer to assure that his/her proposal is submitted in Ion Wave before the date and time set for opening proposals.

Proposals, once submitted, may not be withdrawn for a period of sixty (60) calendar days.

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

Signature of this proposal by the Proposer constitutes acceptance by the Proposer of terms, conditions and requirements set forth herein.

Minor exceptions may not eliminate the proposal. Any exceptions to the specifications established herein shall be listed in detail on a separate sheet and attached hereto. The Lexington-Fayette Urban County Government shall determine whether any exception is minor.

The Lexington-Fayette Urban County Government encourages the participation of minority- and women-owned businesses in Lexington-Fayette Urban County Government contracts. This proposal is subject to Affirmative Action requirements attached hereto.

Please do not contact any LFUCG staff member or any other person involved in the selection process other than the designated contact person(s) regarding the project contemplated under this RFP while this RFP is open and a selection has not been finalized. Any attempt to do so may result in disqualification of the firm's submittal for consideration.

Laws and Regulations

All applicable state laws, municipal ordinances and regulations of all authorities having jurisdiction over the project shall apply to the contract, and shall be deemed to be incorporated herein by reference.

Equal Employment Opportunity

The Entity (regardless of whether construction contractor, non-construction contractor or supplier) agrees to provide equal opportunity in employment for all qualified persons, to prohibit discrimination in employment because of race, color, religion, sex (including pregnancy, sexual orientation or gender identity), national origin, disability, age, genetic information, political affiliation, or veteran status, and to promote equal employment through a positive, continuing program from itself and each of its sub-contracting agents. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.

Kentucky Equal Employment Opportunity Act

The Kentucky Equal Employment Opportunity Act of 1978 (KRS 45.560-45.640) requires that any "county, city, town, school district, water district, hospital district, or other political subdivision of the state shall include in directly or indirectly publicly funded contracts for supplies, materials, services, or equipment hereinafter entered into the following provisions:

"During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, or national origin;
- (2) The contractor will state in all solicitations or advertisements for employees placed by or on behalf of the contractors that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, or national origin;
- (3) The contractor will post notices in conspicuous places, available to employees and applicants for employment, setting forth the provision of the nondiscrimination clauses required by this section; and
- (4) The contractor will send a notice to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding advising the labor union or workers' representative of the contractor's commitments under the nondiscrimination clauses."

The Act further provides:

"KRS 45.610. Hiring minorities -- Information required

- (1) For the length of the contract, each contractor shall hire minorities from other sources within the drawing area, should the union with which he has collective bargaining agreements be unwilling to supply sufficient minorities to satisfy the agreed upon goals and timetables.
- (2) Each contractor shall, for the length of the contract, furnish such information as required by KRS 45.560 to KRS 45.640 and by such rules, regulations and orders issued pursuant thereto and will permit access to all books and records pertaining to

his employment practices and work sites by the contracting agency and the department for purposes of investigation to ascertain compliance with KRS 45.560 to 45.640 and such rules, regulations and orders issued pursuant thereto.

KRS 45.620. Action against contractor -- Hiring of minority contractor or subcontractor

(1) If any contractor is found by the department to have engaged in an unlawful practice under this chapter during the course of performing under a contract or subcontract covered under KRS 45.560 to 45.640, the department shall so certify to the contracting agency and such certification shall be binding upon the contracting agency unless it is reversed in the course of judicial review.

(2) If the contractor is found to have committed an unlawful practice under KRS 45.560 to 45.640, the contracting agency may cancel or terminate the contract, conditioned upon a program for future compliance approved by the contracting agency and the department. The contracting agency may declare such a contractor ineligible to bid on further contracts with that agency until such time as the contractor complies in full with the requirements of KRS 45.560 to 45.640.

(3) The equal employment provisions of KRS 45.560 to 45.640 may be met in part by a contractor by subcontracting to a minority contractor or subcontractor. For the provisions of KRS 45.560 to 45.640, a minority contractor or subcontractor shall mean a business that is owned and controlled by one or more persons disadvantaged by racial or ethnic circumstances.

KRS 45.630 Termination of existing employee not required, when

Any provision of KRS 45.560 to 45.640 notwithstanding, no contractor shall be required to terminate an existing employee upon proof that employee was employed prior to the date of the contract.

KRS 45.640 Minimum skills

Nothing in KRS 45.560 to 45.640 shall require a contractor to hire anyone who fails to demonstrate the minimum skills required to perform a particular job."

It is recommended that all of the provisions above quoted be included as special conditions in each contract. In the case of a contract exceeding \$250,000, the contractor is required to furnish evidence that his workforce in Kentucky is representative of the available work-force in the area from which he draws employees, or to supply an Affirmative Action plan which will achieve such representation during the life of the contract.

LFUCG Non-Appropriation Clause

Contractor acknowledges that the LFUCG is a governmental entity, and the contract validity is based upon the availability of public funding under the authority of its statutory mandate.

In the event that public funds are unavailable and not appropriated for the performance of the LFUCG's obligations under this contract, then this contract shall automatically expire without

penalty to the LFUCG thirty (30) days after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the LFUCG shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this contract, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations.

In the event of a change in the LFUCG's statutory authority, mandate and mandated functions, by state and federal legislative or regulatory action, which adversely affects the LFUCG's authority to continue its obligations under this contract, then this contract shall automatically terminate without penalty to the LFUCG upon written notice to Contractor of such limitation or change in the LFUCG's legal authority.

Contention Process

Vendors who respond to this invitation have the right to file a notice of contention associated with the RFP process or to file a notice of appeal of the recommendation made by the Director of Central Purchasing resulting from this invitation.

Notice of contention with the RFP process must be filed within 3 business days of the bid/proposal opening by (1) sending a written notice, including sufficient documentation to support contention, to the Director of the Division of Central Purchasing or (2) submitting a written request for a meeting with the Director of Central Purchasing to explain his/her contention with the RFP process. After consulting with the Commissioner of Finance the Chief Administrative Officer and reviewing the documentation and/or hearing the vendor, the Director of Central Purchasing shall promptly respond in writing findings as to the compliance with RFP processes. If, based on this review, a RFP process irregularity is deemed to have occurred the Director of Central Purchasing will consult with the Commissioner of Finance, the Chief Administrative Officer and the Department of Law as to the appropriate remedy.

Notice of appeal of a RFP recommendation must be filed within 3 business days of the RFP recommendation by (1) sending a written notice, including sufficient documentation to support appeal, to the Director, Division of Central Purchasing or (2) submitting a written request for a meeting with the Director of Central Purchasing to explain his appeal. After reviewing the documentation and/or hearing the vendor and consulting with the Commissioner of Finance and the Chief Administrative Officer, the Director of Central Purchasing shall in writing, affirm or withdraw the recommendation.

SELECTION CRITERIA:

1. Cost of services. 20 pts
2. Specialized experienced in managing personnel contracts of professional staff, including payroll and grants documentation. 30 pts
3. Capacity of the person or firm to perform the work, including any specialized services, within the time limitations. 20 pts
4. Past record and performance on contracts with the LFUCG or other governmental agencies and private industry with respect to such factors as control of cost, quality of work and ability to meet scheduling. 30 pts

Proposals shall contain the appropriate information necessary to evaluate based on these criteria. A committee composed of government employees as well as representatives of relevant user groups will evaluate the proposals.

Questions shall be submitted via IonWave at: <https://lexingtonky.ionwave.net>

Affirmative Action Plan

All vendors must submit as a part of the proposal package the following items to the Urban County Government:

1. Affirmative Action Plan for his/her firm;
2. Current Work Force Analysis Form;

Failure to submit these items as required may result in disqualification of the submitter from award of the contract. All submissions should be directed to:

Director, Division of Central Purchasing
Lexington-Fayette Urban County Government
200 East Main Street, 3rd Floor
Lexington, Kentucky 40507

All questions regarding this proposal must be directed to the Division of Central Purchasing, (859)-258-3320.

AFFIDAVIT

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

1. His/her name is _____ and he/she is the individual submitting the proposal or is the authorized representative of _____, the entity submitting the proposal (hereinafter referred to as "Proposer").

2. Proposer will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the proposal is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.

3. Proposer will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.

4. Proposer has authorized the Division of Central Purchasing to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.

5. Proposer has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Proposer will not violate any provision of the campaign finance laws of the Commonwealth.

6. Proposer has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."

Continued on next page

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

Further, Affiant sayeth naught.

STATE OF _____

COUNTY OF _____

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

by _____ on this the _____ day

of _____, 20__.

My Commission expires: _____

NOTARY PUBLIC, STATE AT LARGE

EQUAL OPPORTUNITY AGREEMENT

Standard Title VI Assurance

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

The Law

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

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

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

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

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

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

Bidders

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

Signature

Name of Business

WORKFORCE ANALYSIS FORM

Name of Organization: _____

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

Prepared by: _____ Date: ____/____/____

(Name and Title)

Revised 2015-Dec-15

**DIRECTOR, DIVISION OF CENTRAL PURCHASING
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
200 EAST MAIN STREET
LEXINGTON, KENTUCKY 40507**

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITIES AND DBE CONTRACT PARTICIPATION

Notice of requirement for Affirmative Action to ensure Equal Employment Opportunities and Disadvantaged Business Enterprises (DBE) Contract participation. Disadvantaged Business Enterprises (DBE) consists of Minority-Owned Business Enterprises (MBE) and Woman-Owned Business Enterprises (WBE).

The Lexington-Fayette Urban County Government has set a goal that not less than ten percent (10%) of the total value of this Contract be subcontracted to Disadvantaged Business Enterprises, which is made up of MBEs and WBEs. The Lexington Fayette Urban County Government also has set a goal that not less than three percent (3%) of the total value of this Contract be subcontracted to Veteran-owned Small Businesses. The goal for the utilization of Disadvantaged Business Enterprises as well Veteran –owned Small Businesses as subcontractors is a recommended goal. Contractor(s) who fail to meet such goal will be expected to provide written explanations to the Director of the Division of Purchasing of efforts they have made to accomplish the recommended goal, and the extent to which they are successful in accomplishing the recommended goal will be a consideration in the procurement process. Depending on the funding source, other DBE goals may apply.

For assistance in locating Disadvantaged Business Enterprises Subcontractors contact:

Sherita Miller, MPA, Division of Central Purchasing
Lexington-Fayette Urban County Government
200 East Main Street, 3rd Floor, Room 338
Lexington, Kentucky 40507
smiller@lexingtonky.gov

Firm Submitting Proposal: _____

Complete Address: _____
Street City Zip

Contact Name: _____ Title: _____

Telephone Number: _____ Fax Number: _____

Email address: _____

Lexington-Fayette Urban County Government
MWDBE PARTICIPATION GOALS

A. GENERAL

- 1) The LFUCG request all potential contractors to make a concerted effort to include Minority-Owned (MBE), Woman-Owned (WBE), Disadvantaged (DBE) Business Enterprises and Veteran-Owned Small Businesses (VOSB) as subcontractors or suppliers in their bids.
- 2) Toward that end, the LFUCG has established 10% of total procurement costs as a Goal for participation of Minority-Owned, Woman-Owned and Disadvantaged Businesses on this contract.
- 3) **It is therefore a request of each Bidder to include in its bid, the same goal (10%) for MWDBE participation and other requirements as outlined in this section.**
- 4) The LFUCG has also established a 3% of total procurement costs as a Goal for participation for of Veteran-Owned Businesses.
- 5) **It is therefore a request of each Bidder to include in its bid, the same goal (3%) for Veteran-Owned participation and other requirements as outlined in this section.**

B. PROCEDURES

- 1) The successful bidder will be required to report to the LFUCG, the dollar amounts of all payments submitted to Minority-Owned, Woman-Owned or Veteran-Owned subcontractors and suppliers for work done or materials purchased for this contract. (See Subcontractor Monthly Payment Report)
- 2) Replacement of a Minority-Owned, Woman-Owned or Veteran-Owned subcontractor or supplier listed in the original submittal must be requested in writing and must be accompanied by documentation of Good Faith Efforts to replace the subcontractor / supplier with another MWDBE Firm; this is subject to approval by the LFUCG. (See LFUCG MWDBE Substitution Form)
- 3) For assistance in identifying qualified, certified businesses to solicit for potential contracting opportunities, bidders may contact:
 - a) The Lexington-Fayette Urban County Government, Division of Central Purchasing (859-258-3320)
- 4) The LFUCG will make every effort to notify interested MWDBE and Veteran-Owned subcontractors and suppliers of each Bid Package, including information on the scope of work, the pre-bid meeting time and location, the bid date, and all other pertinent information regarding the project.

C. DEFINITIONS

- 1) A Minority-Owned Business Enterprise (MBE) is defined as a business which is certified as being at least 51% owned, managed and controlled by persons of African American, Hispanic, Asian, Pacific Islander, American Indian or Alaskan Native Heritage.
- 2) A Woman-Owned Business Enterprise (WBE) is defined as a business which is certified as being at least 51% owned, managed and controlled by one or more women.

- 3) A Disadvantaged Business (DBE) is defined as a business which is certified as being at least 51% owned, managed and controlled by a person(s) that are economically and socially disadvantaged.
- 4) A Veteran-Owned Small Business (VOSB) is defined as a business which is certified as being at least 51% owned, managed and controlled by a veteran and/or a service disabled veteran.
- 5) Good Faith Efforts are efforts that, given all relevant circumstances, a bidder or proposer actively and aggressively seeking to meet the goals, can reasonably be expected to make. In evaluating good faith efforts made toward achieving the goals, whether the bidder or proposer has performed the efforts outlined in the Obligations of Bidder for Good Faith Efforts outlined in this document will be considered, along with any other relevant factors.

D. OBLIGATION OF BIDDER FOR GOOD FAITH EFFORTS

- 1) **The bidder shall make a Good Faith Effort to achieve the Participation Goal for MWDBE and Veteran-Owned subcontractors/suppliers. The failure to meet the goal shall not necessarily be cause for disqualification of the bidder; however, bidders not meeting the goal are required to furnish with their bids written documentation of their Good Faith Efforts to do so.**
- 2) Award of Contract shall be conditioned upon satisfaction of the requirements set forth herein.
- 3) The Form of Proposal includes a section entitled “MWDBE Participation Form”. The applicable information must be completed and submitted as outlined below.
- 4) **Failure to submit this information as requested may be cause for rejection of bid or delay in contract award.**

E. DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS

- 1) Bidders reaching the Goal are required to submit only the MWDBE Participation Form.” The form must be fully completed including names and telephone number of participating MWDBE firm(s); type of work to be performed; estimated value of the contract and value expressed as a percentage of the total Lump Sum Bid Price. The form must be signed and dated, and is to be submitted with the bid.
- 2) Bidders not reaching the Goal must submit the “MWDBE Participation Form”, the “Quote Summary Form” and a written statement documenting their Good Faith Effort to do so. If bid includes no MWDBE and/or Veteran participation, bidder shall enter “None” on the subcontractor / supplier form). In addition, the bidder must submit written proof of their Good Faith Efforts to meet the Participation Goal:
 - a. Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow MWDBE firms and Veteran-Owned businesses to participate.
 - b. Included documentation of advertising in the above publications with the bidders good faith efforts package

- c. Attended LFUCG Central Purchasing Economic Inclusion Outreach event
- d. Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs and/or Veteran-Owned businesses of subcontracting opportunities
- e. Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms and Veteran-Owned businesses.
- f. Requested a list of MWDBE and/or Veteran subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).
- g. Contacted organizations that work with MWDBE companies for assistance in finding certified MWDBE firms and Veteran-Owned businesses to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.
- d. Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs and/or Veteran-Owned businesses soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.
- e. Followed up initial solicitations by contacting MWDBEs and Veteran-Owned Businesses to determine their level of interest.
- j. Provided the interested MWDBE firm and/or Veteran-Owned business with adequate and timely information about the plans, specifications, and requirements of the contract.
- k. Selected portions of the work to be performed by MWDBE firms and/or Veteran-Owned businesses in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE and Veteran participation, even when the prime contractor may otherwise perform these work items with its own workforce
- l. Negotiated in good faith with interested MWDBE firms and Veteran-Owned businesses not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.
- m. Included documentation of quotations received from interested MWDBE firms and Veteran-Owned businesses which were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.
- n. Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a MWDBE and/or Veteran-Owned business's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE and Veteran goals.

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

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

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

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



MINORITY BUSINESS ENTERPRISE PROGRAM

Sherita Miller, MPA
Minority Business Enterprise Liaison
Division of Central Purchasing
Lexington-Fayette Urban County Government
200 East Main Street
Lexington, KY 40507
smiller@lexingtonky.gov
859-258-3323

OUR MISSION: The mission of the Minority Business Enterprise Program is to facilitate the full participation of minority and women owned businesses in the procurement process and to promote economic inclusion as a business imperative essential to the long term economic viability of Lexington-Fayette Urban County Government.

To that end the city council adopted and implemented Resolution 484-2017 – A Certified Minority, Women and Disadvantaged Business Enterprise ten percent (10%) minimum goal and a three (3%) minimum goal for Certified Veteran-Owned Small Businesses and Certified Service Disabled Veteran – Owned Businesses for government contracts.

The resolution states the following definitions shall be used for the purposes of reaching these goals (a full copy is available in Central Purchasing):

Certified Disadvantaged Business Enterprise (DBE) – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a person(s) who is socially and economically disadvantaged as defined by 49 CFR subpart 26.

Certified Minority Business Enterprise (MBE) – a business in which at least fifty-one percent (51%) is owned, managed and controlled by an ethnic minority (i.e. African American, Asian American/Pacific Islander, Hispanic Islander, Native American/Native Alaskan Indian) as defined in federal law or regulation as it may be amended from time-to-time.

Certified Women Business Enterprise (WBE) – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a woman.

Certified Veteran-Owned Small Business (VOSB) – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a veteran who served on active duty with the U.S. Army, Air Force, Navy, Marines or Coast Guard.

Certified Service Disabled Veteran Owned Small Business (SDVOSB) – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a disabled veteran who served on active duty with the U.S. Army, Air Force, Navy, Marines or Coast Guard.

The term “Certified” shall mean the business is appropriately certified, licensed, verified, or validated by an organization or entity recognized by the Division of Purchasing as having the appropriate credentials to make a determination as to the status of the business.

We have compiled the list below to help you locate certified MBE, WBE and DBE certified businesses. Below is a listing of contacts for LFUCG Certified MWDBEs and Veteran-Owned Small Businesses in (<https://lexingtonky.ionwave.net>)

Business	Contact	Email Address	Phone
LFUCG	Sherita Miller	smiller@lexingtonky.gov	859-258-3323
Commerce Lexington – Minority Business Development	Tyrone Tyra	ttyra@commercelexington.com	859-226-1625
Tri-State Minority Supplier Diversity Council	Susan Marston	smarston@tsmsdc.com	502-365-9762
Small Business Development Council	Shawn Rogers UK SBDC	shawn.rogers@uky.edu	859-257-7666
Community Ventures Corporation	Phyllis Alcorn	palcorn@cvky.org	859-231-0054
KY Transportation Cabinet (KYTC)	Melvin Bynes	Melvin.bynes2@ky.gov	502-564-3601
KYTC Pre-Qualification	Shella Eagle	Shella.Eagle@ky.gov	502-782-4815
Ohio River Valley Women’s Business Council (WBENC)	Sheila Mixon	smixon@orvwbc.org	513-487-6537
Kentucky MWBE Certification Program	Yvette Smith, Kentucky Finance Cabinet	Yvette.Smith@ky.gov	502-564-8099
National Women Business Owner’s Council (NWBOC)	Janet Harris-Lange	janet@nwvoc.org	800-675-5066
Small Business Administration	Robert Coffey	robertcoffey@sba.gov	502-582-5971
LaVoz de Kentucky	Andres Cruz	lavozydeky@yahoo.com	859-621-2106
The Key News Journal	Patrice Muhammad	production@keynewsjournal.com	859-685-8488



LFUCG MWDBE PARTICIPATION FORM

Bid/RFP/Quote Reference # _____

The MWDBE and/or veteran subcontractors listed have agreed to participate on this Bid/RFP/Quote. If any substitution is made or the total value of the work is changed prior to or after the job is in progress, it is understood that those substitutions must be submitted to Central Purchasing for approval immediately. **Failure to submit a completed form may cause rejection of the bid.**

MWDBE Company, Name, Address, Phone, Email	MBE WBE or DBE	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1.				
2.				
3.				
4.				

The undersigned company representative submits the above list of MWDBE firms to be used in accomplishing the work contained in this Bid/RFP/Quote. Any misrepresentation may result in the termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

Company

Company Representative

Date

Title



LFUCG MWDBE SUBSTITUTION FORM

Bid/RFP/Quote Reference # _____

The substituted MWDBE and/or veteran subcontractors listed below have agreed to participate on this Bid/RFP/Quote. These substitutions were made prior to or after the job was in progress. These substitutions were made for reasons stated below and are now being submitted to Central Purchasing for approval. By the authorized signature of a representative of our company, we understand that this information will be entered into our file for this project.

SUBSTITUTED MWDBE Company Name, Address, Phone, Email	MWDBE Formally Contracted/ Name, Address, Phone, Email	Work to Be Performed	Reason for the Substitution	Total Dollar Value of the Work	% Value of Total Contract
1.					
2.					
3.					
4.					

The undersigned acknowledges that any misrepresentation may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

Company

Company Representative

Date

Title



MWDBE QUOTE SUMMARY FORM

Bid/RFP/Quote Reference # _____

The undersigned acknowledges that the minority and/or veteran subcontractors listed on this form did submit a quote to participate on this project. Failure to submit this form may cause rejection of the bid.

Company Name	Contact Person
Address/Phone/Email	Bid Package / Bid Date

MWDBE Company Address	Contact Person	Contact Information (work phone, Email, cell)	Date Contacted	Services to be performed	Method of Communication (email, phone meeting, ad, event etc)	Total dollars \$\$ Do Not Leave Blank (Attach Documentation)	MBE * AA HA AS NA Female	Veteran

(MBE designation / AA=African American / HA= Hispanic American/AS = Asian American/Pacific Islander/ NA= Native American)

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

Company

Company Representative

Date

Title



LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

The LFUCG has a 10% goal plan adopted by city council to increase the participation of minority and women owned businesses in the procurement process. The LFUCG also has a 3% goal plan adopted by cited council to increase the participation of veteran owned businesses in the procurement process. In order to measure that goal LFUCG will track spending with MWDBE and Veteran contractors on a monthly basis. By the signature below of an authorized company representative, you certify that the information is correct, and that each of the representations set forth below is true. Any misrepresentation may result in termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims. Please submit this form monthly to the Division of Central Purchasing/ 200 East Main Street / Room 338 / Lexington, KY 40507.

Bid/RFP/Quote # _____

Total Contract Amount Awarded to Prime Contractor for this Project _____

Project Name/ Contract #	Work Period/ From: _____ To: _____
Company Name:	Address:
Federal Tax ID:	Contact Person:

Subcontractor Vendor ID (name, address, phone, email)	Description of Work	Total Subcontract Amount	% of Total Contract Awarded to Prime for this Project	Total Amount Paid for this Period	Purchase Order number for subcontractor work (please attach PO)	Scheduled Project Start Date	Scheduled Project End Date

By the signature below of an authorized company representative, you certify that the information is correct, and that each of the representations set forth below is true. Any misrepresentations may result in the termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims.

Company

Company Representative

Date

Title

LFUCG STATEMENT OF GOOD FAITH EFFORTS

Bid/RFP/Quote # _____

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

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

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

_____ Attended LFUCG Central Purchasing Economic Inclusion Outreach event

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Company

Company Representative

Date

Title

GENERAL PROVISIONS

1. Each Respondent shall comply with all Federal, State & Local regulations concerning this type of service or good.

The Respondent agrees to comply with all statutes, rules, and regulations governing safe and healthful working conditions, including the Occupational Health and Safety Act of 1970, *29 U.S.C. 650 et. seq.*, as amended, and KRS Chapter 338. The Respondent also agrees to notify the LFUCG in writing immediately upon detection of any unsafe and/or unhealthful working conditions at the job site. The Respondent agrees to indemnify, defend and hold the LFUCG harmless from all penalties, fines or other expenses arising out of the alleged violation of said laws.

2. Failure to submit ALL forms and information required in this RFP may be grounds for disqualification.
3. Addenda: All addenda and IonWave Q&A, if any, shall be considered in making the proposal, and such addenda shall be made a part of this RFP. Before submitting a proposal, it is incumbent upon each proposer to be informed as to whether any addenda have been issued, and the failure to cover in the bid any such addenda may result in disqualification of that proposal.
4. Proposal Reservations: LFUCG reserves the right to reject any or all proposals, to award in whole or part, and to waive minor immaterial defects in proposals. LFUCG may consider any alternative proposal that meets its basic needs.
5. Liability: LFUCG is not responsible for any cost incurred by a Respondent in the preparation of proposals.
6. Changes/Alterations: Respondent may change or withdraw a proposal at any time prior to the opening; however, no oral modifications will be allowed. Only letters, or other formal written requests for modifications or corrections of a previously submitted proposal which is addressed in the same manner as the proposal, and received by LFUCG prior to the scheduled closing time for receipt of proposals, will be accepted. The proposal, when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope which is plainly marked "modifications of proposal".
7. Clarification of Submittal: LFUCG reserves the right to obtain clarification of any point in a bid or to obtain additional information from a Respondent.
8. Bribery Clause: By his/her signature on the bid, Respondent certifies that no employee of his/hers, any affiliate or Subcontractor, has bribed or attempted to bribe an officer or employee of the LFUCG.

9. Additional Information: While not necessary, the Respondent may include any product brochures, software documentation, sample reports, or other documentation that may assist LFUCG in better understanding and evaluating the Respondent's response. Additional documentation shall not serve as a substitute for other documentation which is required by this RFP to be submitted with the proposal,
10. Ambiguity, Conflict or other Errors in RFP: If a Respondent discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, it shall immediately notify LFUCG of such error in writing and request modification or clarification of the document if allowable by the LFUCG.
11. Agreement to Bid Terms: In submitting this proposal, the Respondent agrees that it has carefully examined the specifications and all provisions relating to the work to be done attached hereto and made part of this proposal. By acceptance of a Contract under this RFP, proposer states that it understands the meaning, intent and requirements of the RFP and agrees to the same. The successful Respondent shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to Respondent shall be authorized for services or expenses reasonably covered under these provisions that the proposer omits from its Proposal.
12. Cancellation: If the services to be performed hereunder by the Respondent are not performed in an acceptable manner to the LFUCG, the LFUCG may cancel this contract for cause by providing written notice to the proposer, giving at least thirty (30) days notice of the proposed cancellation and the reasons for same. During that time period, the proposer may seek to bring the performance of services hereunder to a level that is acceptable to the LFUCG, and the LFUCG may rescind the cancellation if such action is in its best interest.

A. Termination for Cause

- (1) LFUCG may terminate a contract because of the contractor's failure to perform its contractual duties
- (2) If a contractor is determined to be in default, LFUCG shall notify the contractor of the determination in writing, and may include a specified date by which the contractor shall cure the identified deficiencies. LFUCG may proceed with termination if the contractor fails to cure the deficiencies within the specified time.
- (3) A default in performance by a contractor for which a contract may be terminated shall include, but shall not necessarily be limited to:
 - (a) Failure to perform the contract according to its terms, conditions and specifications;
 - (b) Failure to make delivery within the time specified or according

- to a delivery schedule fixed by the contract;
- (c) Late payment or nonpayment of bills for labor, materials, supplies, or equipment furnished in connection with a contract for construction services as evidenced by mechanics' liens filed pursuant to the provisions of KRS Chapter 376, or letters of indebtedness received from creditors by the purchasing agency;
- (d) Failure to diligently advance the work under a contract for construction services;
- (e) The filing of a bankruptcy petition by or against the contractor; or
- (f) Actions that endanger the health, safety or welfare of the LFUCG or its citizens.

B. At Will Termination

Notwithstanding the above provisions, the LFUCG may terminate this contract at will in accordance with the law upon providing thirty (30) days written notice of that intent, Payment for services or goods received prior to termination shall be made by the LFUCG provided these goods or services were provided in a manner acceptable to the LFUCG. Payment for those goods and services shall not be unreasonably withheld.

13. **Assignment of Contract:** The contractor shall not assign or subcontract any portion of the Contract without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of LFUCG.
14. **No Waiver:** No failure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by LFUCG in exercising any right, remedy, power or privilege under or in respect of this Contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.
15. **Authority to do Business:** The Respondent must be a duly organized and authorized to do business under the laws of Kentucky. Respondent must be in good standing and have full legal capacity to provide the services specified under this Contract. The Respondent must have all necessary right and lawful authority to enter into this Contract for the full term hereof and that proper corporate or other action has been duly taken authorizing the Respondent to enter into this Contract. The Respondent will provide LFUCG with a copy of a corporate resolution authorizing this action and a letter from an attorney confirming that the proposer is authorized to do business in the State of Kentucky if requested. All proposals must

be signed by a duly authorized officer, agent or employee of the Respondent.

16. **Governing Law:** This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this Contract, the Parties agree that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Contract or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.
17. **Ability to Meet Obligations:** Respondent affirmatively states that there are no actions, suits or proceedings of any kind pending against Respondent or, to the knowledge of the Respondent, threatened against the Respondent before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of Respondent to perform its obligations under this Contract, or which question the legality, validity or enforceability hereof or thereof.
18. Contractor understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Contractor is an independent contractor at all times during the performance of the services specified.
19. If any term or provision of this Contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.
20. Contractor [or Vendor or Vendor's Employees] will not appropriate or make use of the Lexington-Fayette Urban County Government (LFUCG) name or any of its trade or service marks or property (including but not limited to any logo or seal), in any promotion, endorsement, advertisement, testimonial or similar use without the prior written consent of the government. If such consent is granted LFUCG reserves the unilateral right, in its sole discretion, to immediately terminate and revoke such use for any reason whatsoever. Contractor agrees that it shall cease and desist from any unauthorized use immediately upon being notified by LFUCG.

Signature

Date

**RISK MANAGEMENT PROVISIONS
INSURANCE AND INDEMNIFICATION**

INDEMNIFICATION AND HOLD HARMLESS PROVISION

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

FINANCIAL RESPONSIBILITY

BIDDER/CONTRACTOR understands and agrees that it shall demonstrate the ability to assure compliance with the above Indemnity provisions and these other risk management provisions prior to final acceptance of its bid and the commencement of any work or provision of goods.

INSURANCE REQUIREMENTS

YOUR ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW, AND YOU MAY NEED TO CONFER WITH YOUR INSURANCE AGENTS, BROKERS, OR CARRIERS TO DETERMINE IN ADVANCE OF SUBMISSION OF A RESPONSE THE AVAILABILITY OF THE INSURANCE COVERAGES AND ENDORSEMENTS REQUIRED HEREIN. IF YOU FAIL TO COMPLY WITH THE INSURANCE REQUIREMENTS BELOW, YOU MAY BE DISQUALIFIED FROM AWARD OF THE CONTRACT.

Required Insurance Coverage

BIDDER/CONTRACTOR shall procure and maintain for the duration of this contract the following or equivalent insurance policies at no less than the limits shown below and cause its subcontractors to maintain similar insurance with limits acceptable to LFUCG in order to protect LFUCG against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by CONTRACTOR. The cost of such insurance shall be included in any bid:

<u>Coverage</u>	<u>Limits</u>
General Liability (Insurance Services Office Form CG 00 01)	\$1 million per occurrence, \$2 million aggregate or \$2 million combined single limit
Commercial Automobile Liability (Insurance Services Office Form CA 0001)	combined single, \$1 million per occurrence
Worker's Compensation	Statutory
Employer's Liability	\$100,000

The policies above shall contain the following conditions:

- a. All Certificates of Insurance forms used by the insurance carrier shall be properly filed and approved by the Department of Insurance for the Commonwealth of Kentucky (DOI). LFUCG shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy using the Kentucky DOI approved forms.
- b. The General Liability Policy shall be primary to any insurance or self-insurance retained by LFUCG.
- c. The General Liability Policy shall include Premises and Operations coverage unless it is deemed not to apply by LFUCG.
- d. The General Liability Policy shall include Employment Practices Liability coverage or an endorsement in a minimum amount of \$1 million unless it is deemed not to apply by LFUCG.
- e. The Policy shall include Umbrella/Excess Liability coverage in the amount of \$2 million per occurrence, \$2 million aggregate, unless it is deemed not to apply by LFUCG.
- f. LFUCG shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.
- g. Said coverage shall be written by insurers acceptable to LFUCG and shall be in a form acceptable to LFUCG. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

Renewals

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

Deductibles and Self-Insured Programs

IF YOU INTEND TO SUBMIT A SELF-INSURANCE PLAN IT MUST BE FORWARDED TO LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, DIVISION OF RISK MANAGEMENT, 200 EAST MAIN STREET, LEXINGTON, KENTUCKY 40507 NO LATER THAN A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO THE RESPONSE DATE.

Self-insurance programs, deductibles, and self-insured retentions in insurance policies are subject to separate approval by Lexington-Fayette Urban County Government's Division of Risk Management, upon review of evidence of BIDDER/CONTRACTOR's financial capacity to respond to claims. Any such programs or retentions must provide LFUCG with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance coverage

Safety and Loss Control

CONTRACTOR shall comply with all applicable federal, state, and local safety standards related to the performance of its works or services under this Agreement and take necessary action to protect the life, health and safety and property of all of its personnel on the job site, the public, and LFUCG.

Verification of Coverage

BIDDER/CONTRACTOR agrees to furnish LFUCG with all applicable Certificates of Insurance signed by a person authorized by the insurer to bind coverage on its behalf prior to final award, and if requested, shall provide LFUCG copies of all insurance policies, including all endorsements.

Right to Review, Audit and Inspect

CONTRACTOR understands and agrees that LFUCG may review, audit and inspect any and all of its records and operations to insure compliance with these Insurance Requirements.

DEFAULT

BIDDER/CONTRACTOR understands and agrees that the failure to comply with any of these insurance, safety, or loss control provisions shall constitute default and that LFUCG may elect at its option any single remedy or penalty or any combination of remedies and penalties, as available, including but not limited to purchasing insurance and charging BIDDER/CONTRACTOR for any such insurance premiums purchased, or suspending or terminating the work.

00548704

REQUEST FOR PROPOSALS
CSEPP Exercise/Administrative Support
CSEPP Planner /WebEOC Coordinator,
Access and Functional Needs Coordinator

1. PURPOSE AND SCOPE

SCOPE for CSEPP POSITIONS

The Lexington Fayette Urban County Government (LFUCG) has been awarded federal funds as part of the Chemical Stockpile Emergency Preparedness Program (CSEPP). These funds are to enhance the ability of Fayette County to respond to an emergency event at the Blue Grass Army Depot in Richmond, Kentucky. As part of this program, Fayette County is both a Protective Action County and a Host County to Madison County. Fayette County has been asked to develop a response plan that includes protection of our own citizens as well as receiving evacuees from Madison County.

Purpose of this RFP

Under the CSEPP grant program, LFUCG is authorized to hire a contractor / agency to coordinate the development and implementation of the CSEPP Specific Incident Plan. This includes plan writing and updating; exercise development and training; management and maintenance of the disaster response management system (WEBEOC), and integrating the access and functional needs community into all aspects of emergency management. The LFUCG is interested in receiving proposals from qualified individuals / agencies for providing services for the 3 positions listed below for the Division of Emergency Management.

The objective of the RFP is to identify and evaluate all those parameters that the individual/agency will have to satisfy in order to successfully carry out the duties of these positions.

Evaluation procedures will consider the experience of the applicant which will enable them to accomplish those designated tasks required by the grant application, and defined in the remainder of this document.

The grant funds to pay for these positions will be available as long as funds are provided in the grant award. It is anticipated that these positions will be funded thru Dec 2023.

Respondents **must** provide a sample agreement with their response for review and approval by the LFUCG and granting agencies. Proposals shall contain the appropriate information necessary to evaluate based on these criteria stated in this RFP. A committee composed of government employees as well as

representatives of the relevant user groups will evaluate the proposals. The committee will do an initial review of resumes and candidates included in the proposal. Preferred candidates will be interviewed prior to making a selection. Any incumbents in these position will have priority.

1) CSEPP Exercise /Administrative Support

Minimum hourly salary for this position will be 24.00/hour with paid holidays (the same as the LFUCG), 1 week paid vacation, and include healthcare benefits, active within 30 days of employment, including Medical, Dental, Vision, and Flex account, on-call differential (\$2.50 per day for Monday – Friday and \$4.00 per day for weekends and Holidays) and approval for use of their personal vehicle for work related duties (LFUCG will pay mileage directly). Also approval for the candidate to be authorized to drive a city vehicle if needed.

The CSEPP Exercise /Administrative Support will work directly under the supervision of the CSEPP Manager of DEM. This position will require the candidate to maintain a valid driver's license and insurance. Travel in-state is the course of normal duties. There may also be occasional out of state travel and/or overnight travel.

The individual will perform a variety of highly skilled office and administrative duties including but not limited to: Coordinates annual and quarterly exercises including recruiting volunteers, assembling volunteer packets, updating and maintaining exercise-related documentation, order exercise supplies, exercise design, coordinate exercise plans with participating agencies and other miscellaneous coordination issues. Develop After Action Reports (AAR) documents, controller notes, and enter data into Division of Emergency Management database and Federal database. Assist with managing inventory including disposition and recording. Assist the CSEPP Manager with Close-out activities, including but not limited to determining equipment disposition, and recording. Attend all mandated training as set forth by the Kentucky Division of Emergency Management, the Blue Grass Army Depot, and other support agencies.

The CSEPP Exercise / Administrative Support's primary tasks will include:

- Meet with County, State and Army representatives to establish CSEPP exercise goals and objectives.
- Work with County, State and Army representatives and DEM administration to develop appropriate exercise extent of play agreements.
- Recruit and manage volunteer staff.
- Conduct volunteer training.
- Conduct training exercises.
- Assist efforts to populate all relevant databases with agency specific data.
- Working with the health care community to develop plans and training.
- Maintain and update ESF 8 for the EOP.
- Assist CSEPP Manger with closeout activities.

REQUIREMENTS:

- Ability to carry out tasks with minimal, direct supervision.
- Four years of college in Emergency Management, Public Administration, Organizational Management or other related field.
 - Proficient in Microsoft Office.
- Attention to detail.
- Knowledge and experience in conducting training.
- Excellent communication skills with numerous types of stakeholders.
- Good record keeping skills.
- Excellent organizational skills.
- Experience in event planning.
 - Working knowledge of emergency management concepts and principles, including NIMS and ICS. Preferred training includes ICS-300, ICS-400, G-191, G-775, and National Planner's Course, or equivalent military training and/or experience.

2) **Access and Functional Needs Coordinator**

The CSEPP Access and Functional Needs Coordinator will work directly under the supervision of the CSEPP Manager of DEM. This position will require the candidate to maintain a valid driver's license and insurance. Travel in-state is the course of normal duties. There may also be occasional out of state travel and/or overnight travel.

Minimum hourly salary for this position will be 20.00/hour with paid holidays (the same as the LFUCG), 1 week paid vacation and include healthcare benefits, active within 30 days of employment, including Medical, Dental, Vision, and Flex account, on call differential (\$2.50 per day for Monday – Friday and \$4.00 per day for weekends and Holidays) and approval for use of their personal vehicle for work related duties (LFUCG will pay mileage directly). Also approval for the candidate to be authorized to drive a city vehicle if needed.

The Access and Functional Needs Coordinator will be responsible for engaging access and functional needs populations in emergency planning, preparedness, and response. This position entails conducting focus groups with diverse members of the community, engage community organizations representing the AFN groups, and developing culturally relevant messages for disaster preparedness, response, and recovery.

The CSEPP Access and Functional needs Coordinator primary tasks will include:

- Meet with diverse community partners.
- Work with Local, State and Federal partners on developing emergency messaging.

- Conducting both literature research and “focus groups “research.
- Developing best practices for other emergency management programs on engaging functional needs communities.
- Work with KY DPH AF&N Coordinator, Global Lex, and the CSEPP BPAWG.

Requirements:

- Bachelor’s degree.
- Bilingual (Spanish preferred).
- Excellent oral and written communication skills.
- Proficient in Microsoft Office.
- Carry out tasks with minimal to no supervision.
- Ability to engage with diverse populations.
- Knowledge of risk and crisis communication theories and concepts to develop effective messages.
- Prior research experience preferred.
- Compiling reports and analytical data that can be presented to state and federal officials.
- Professional presentation skills.
- Ability to develop relationships within the community.
- Working knowledge of emergency management concepts and principles, including NIMS and ICS. Preferred training includes ICS-300, ICS-400, G-191, G-775, and National Planner's Course, or equivalent military training and/or experience.

3) Planner/ Web EOC Coordinator

Minimum hourly salary for this position will be 28.00/hour with paid holidays (the same as the LFUCG), 1 week paid vacation and include healthcare benefits, active within 30 days of employment, including Medical, Dental, Vision, and Flex account, on-call differential (\$2.50 per day for Monday – Friday and \$4.00 per day for weekends and Holidays) and approval for use of their personal vehicle for work related duties (LFUCG will pay mileage directly). Also approval for the candidate to be authorized to drive a city vehicle if needed.

The CSEPP Planner/WebEOC Coordinator will work directly under the supervision of the CSEPP Manager of DEM and have no supervisory responsibilities. This position will be require a valid driver’s license and insurance. Travel extensively in-state in the course of normal duties. There may also be occasional out-of-state travel and/or overnight travel.

The CSEPP Planner/WebEOC Coordinator's primary tasks will be:

- Coordinate county-wide planning efforts within the CSEPP mission. This position will establish and maintain working relationships with county, state, and federal agencies, non-governmental organizations, medical providers, and other key stakeholders with disaster response and/or recovery missions.
- Manage the implementation, administration, and training on WebEOC incident management software for all 10 counties that are part of the CSEPP program. This position will also provide WebEOC assistance to other counties in the Central Kentucky region.
- Update and Maintain the CSEPP ISP.
- Deliver formal and informal CSEPP briefings to a wide range of stakeholders.
- Represent DEM on regional CSEPP planning committees.
- Acquire and maintain subject matter expertise specific to the CSEPP chemical hazard environment, including proficiency in chemical plume modeling software.
- Serve in emergency operations center during training sessions, exercises, and large-scale incidents.
- Meet with county representatives to determine WebEOC needs.
- Work with county and state representatives and DEM WebEOC administrator to develop appropriate software solutions for incident management processes.
- Conduct WebEOC training for end users and administrators.
- Assist with efforts to populate WebEOC with agency specific data.
- Review and update existing WebEOC software solutions.
- Provide technical assistance on other related projects as needed.

Preferred skills and qualifications:

- Four years of college or technical school directly related to emergency management/homeland security, project management, or policy analysis, computer programming, information technology or equivalent work experience.
- Working knowledge of emergency management concepts and principles, including NIMS and ICS. Preferred training includes ICS-300, ICS-400, G-191, G-775, and National Planner's Course, or equivalent military training and/or experience.
- Demonstrated ability to establish and maintain working relationships with people from widely-varied cultural, educational, and professional backgrounds.
- Superior capacity to coordinate disparate groups while displaying sensitivity, diplomacy, and tact in high-stress professional settings.
- Proficiency with Microsoft Office.
- Superior written and verbal communication skills.

- Ability to carry out tasks with minimal direct supervision.
- Ability to coordinate multiple projects with competing priorities.
- Knowledge and/or experience in WebEOC incident management software.
- Working knowledge of HTML, XML, JavaScript, and JQuery.
- Demonstrated ability to communicate technical concepts to non-technical audiences.
- Experience in designing and conducting training for small groups.

LFUCG Holidays include:

- New Years Day
- Martin Luther King’s Day
- President’s Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day and Day After
- Christmas Eve
- Christmas Day

2. COST OF SERVICES

Agency Percentage Markup	%
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Please list any other costs associated with contract.

3. SELECTION CRITERIA

- 1) Cost of services. 20 pts
- 2) Specialized experienced in managing personnel contracts of professional staff, including payroll and grants documentation. 30 pts
- 3) Capacity of the person or firm to perform the work, including any specialized services, within the time limitations. 20 pts
- 4) Past record and performance on contracts with the LFUCG or other governmental agencies and private industry with respect to such factors as control of cost, quality of work and ability to meet scheduling. 30 pts

1-2021 - CSEPP Personnel Services

Scoring Summary

Active Submissions

	Total	Specialized experience	Capacity to perform the work	Past record and performance	Cost of Services
Supplier	/ 100 pts	/ 30 pts	/ 20 pts	/ 30 pts	/ 20 pts
Management Registry	89	27.33	18.33	25.33	18 (\$40)
RADgov	70.33	20.67	12	17.67	20 (\$36)
Diskriter	61.13	19.33	11	12.33	18.46 (\$39)

Request For Proposal
 Return Preview Extend Award Lines Award Suppliers No Award Event Copy Cancel Documents Extract Reassign History

Bid Number: RFP-1-2021 Addendum 1 (CSEPP Personnel Support)
 Close Date & Time: 2/2/2021 02:00:00 PM (ET)
 Bid Duration: 21 days 59 minutes 58 seconds



- Award Details
- Responses
- Manual Responses
- Event Details
- Messages
- Questions (4)
- Invitations (429)
- Attachments (2)
- Notes
- Related Messages (71)

Bid Information

Settings	
Bid Type	Request For Proposal
Issue Date & Time	1/12/2021 01:00:01 PM (ET)
Close Date & Time	2/2/2021 02:00:00 PM (ET)
Bid Status	Unsealed
Question Cutoff Date	1/26/2021 12:00:00 PM (ET)
Bid Notes	ONLY ONLINE PROPOSALS WILL BE ACCEPTED. PLEASE ATTACH ALL RESPONSE DOCUMENTS IN RESPONSE ATTACHMENTS TAB.
Commodity	Human Resource, and Temporary Labor Services

Ship to Information
 No Ship to Information

Bid Contact Information

Edit Default Clear Address Book	
Contact Name	Sondra Stone
Address	200 East Main Street Lexington, KY 40507
Department	Central Purchasing
Building	Government Center Building
Floor/Room	Room 338
Contact Phone	(859) 2583320
Contact Fax	(859) 2583322
Contact Email	sstone@lexingtonky.gov

Bill to Information
 No Bill to Information

No new notifications (Off)

Division of Emergency Management

Lexington-Fayette Urban County Government

115 Cisco Road

Lexington, KY 40504-1107

Amended General Conditions

Thank you for using Management Registry, Inc. for your staffing needs. Management Registry, Inc. ("Assigned Employee(s)") are assigned to you for the contract period of 24, February 2021 to December 31, 2024 for a contract value of , \$184,033.00 under the following General Conditions and per conditions of RFP 1-2021

Management Registry Inc. Responsibilities

Management Registry, Inc. will provide to LFUCG the services of its employees ("Assigned Employees") as requested by CLIENT. LFUCG will use the services of Management Registry, Inc. as a provider of Assigned Employees for the job titles outlined in the Payment Terms.

Management Registry, Inc. agrees to assume full responsibility for paying wages, withholding, and transmitting payroll taxes; making unemployment contributions; providing workers compensation insurance; handling unemployment and workers' compensation claims. Assigned Employees will be entitled to holidays & vacations based on the clients confirmed holidays and medical insurance will be offered to full-time personnel.

Management Registry, Inc. will recruit, interview, test, screen, and ensure compliance with legally required pre-employment obligations for all Assigned Employees to be assigned to CLIENT's facilities prior to their assignment at LFUCG facility. All Assigned Employees will be subjected to a S panel drug screen and E-Verify through the Social Security Administration.

Management Registry, Inc. will maintain general liability, workers compensation and employer's liability insurance.

CLIENT'S Responsibilities

LFUCG will provide the Assigned Employees of the Management Registry, Inc. with a safe work environment. LFUCG will provide the Assigned Employees with an orientation on job specific safety rules, job specific Hazardous Communications training, other training such as emergency evacuation, proper use of personal protective equipment (PPE) and any other necessary safety training. Within 24 hours of an injury to an Assigned Employee, LFUCG will provide a complete accident report to Management Registry, Inc. LFUCG is responsible to include any recordable injury to Assigned Employees (s) in their OSHA 300 log and for compliance with the Occupational Safety and Health Act and comparable state laws and regulations.

LFUCG shall notify Management Registry, Inc. if the job description changes for the Assigned Employee(s), so that Management Registry, Inc. can determine if workers compensation classification code requires modification

LFUCG agrees that it will entrust Assigned Employees with unattended premises, cash, checks, keys, credit cards, confidential or trade secret information, negotiable instruments, or other valuables, all such any items will be documented on a loan sheet.

LFUCG will not request or permit any Assigned Employee to use any vehicle, regardless of ownership, in connection with the performance of services for CLIENT, without the prior written permission of Management Registry, Inc. "Vehicle" is defined as an automobile, truck., van, E- Z Go or other motorized vehicle. Any employee approved to drive their own vehicle must have on file the following information to include a quarterly DMV report for any driver, proof of insurance for driver, hold harmless Agreement signed by both driver and client and the CLIENT will be billed back for on-call hours

LFUCG and Management Registry, Inc. Dual Responsibilities

LFUCG and Management Registry, Inc. affirm and agree that they are equal employment opportunity employers and are in full compliance with any and all applicable anti-discrimination laws, rules, and regulations. LFUCG and Management Registry, Inc. agree not to harass, discriminate against, or retaliate against any employee of the other because of his or her race, national origin, age, sex, religion, disability, marital status, or other category protected by law; nor shall either party cause or request the other party to engage in such discrimination, harassment, or retaliation. In the event of any complaint of unlawful discrimination, harassment, or retaliation by any Assigned Employee, LFUCG and Management Registry, Inc. agree to cooperate in the prompt investigation and resolution of such complaint.

To the extent permitted by law, Management Registry, Inc. agrees to defend, indemnify, and hold LFUCG harmless of and from any and all claims or losses that LFUCG actually incurs (including reasonable attorney's fees) caused by the fault, negligence, gross negligence, or recklessness of Management Registry, Inc.

To the extent permitted by law, LFUCG agrees to defend, indemnify, and hold Management Registry, Inc. harmless against any and all claims, losses, and liabilities that Management Registry, Inc. incurs (including reasonable attorney's fees) that are caused by the fault, negligence gross negligence, or recklessness of CLIENT.

LFUCG Signature: Linda Gorton

Management Registry, Inc.: Stacey Dlouhy

Printed Name: Linda Gorton

Printed Name: Stacey L Dlouhy

Title: Mayor

Title: President - Government Division

Date: 3/23/2021

Date: 1/14/2021

RESOLUTION NO. 138 - 2021

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AGREEMENT WITH MANAGEMENT REGISTRY, INC., TO PROVIDE SUPPORT STAFF FOR THE CHEMICAL STOCKPILE EMERGENCY PREPAREDNESS PROGRAM, AT A COST NOT TO EXCEED \$184,033.00.

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

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute an Agreement, attached hereto and incorporated herein by reference, with Management Registry, Inc., to provide support staff for the Chemical Stockpile Emergency Preparedness Program.

Section 2 - That an amount, not to exceed the sum of \$184,033.00, be and hereby is approved for payment to Management Registry, Inc., from account #3200-505201-71299, pursuant to the terms of the Agreement with Management Registry, Inc.

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

PASSED URBAN COUNTY COUNCIL: March 18, 2021

Linda Gorton

MAYOR

ATTEST:

[Signature]

CLERK OF URBAN COUNTY COUNCIL

0219-21:BGS:X:\CASES\COMDEV\21-LE0001\LEG\00721093.DOCX



Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0989-21

File ID: 0989-21

Type: Agenda Item

Status: Agenda Ready

Version: 1

Contract #:

In Control: Human Resources

File Created: 09/27/2021

File Name: 22.0013 Facilities & Fleet Mgmt - Abolish/Create Positions

Final Action:

Title: Authorization to abolish one (1) unclassified position of Service Writer (Grade 510N) and create one (1) classified position of Fleet Parts Specialist (Grade 510N) in the Division of Facilities and Fleet Management, effective upon passage of Council. This action is budget neutral. (L0989-21) (Maxwell/Hamilton)

Notes:

Sponsors:

Enactment Date:

Attachments: Bluesheet Memo 22.0013, From-To 22.0013

Enactment Number:

Deed #:

Hearing Date:

Drafter: Alisha Lyle

Effective Date:

Related Files:

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 0989-21

Title

Authorization to abolish one (1) unclassified position of Service Writer (Grade 510N) and create one (1) classified position of Fleet Parts Specialist (Grade 510N) in the Division of Facilities and Fleet Management, effective upon passage of Council. This action is budget neutral. (L0989-21) (Maxwell/Hamilton)

Summary

Authorization to abolish one (1) unclassified position of Service Writer (Grade 510N) and create one (1) classified position of Fleet Parts Specialist (Grade 510N) in the Division of Facilities and Fleet Management, effective upon passage of Council. This action is budget neutral. (L0989-21) (Maxwell/Hamilton)

Budgetary Implications [select]: Yes/NO

Advance Document Review:

Law: No

Risk Management: No

Fully Budgeted: Yes

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: 
John Maxwell, Director
Division of Human Resources

DATE: September 27, 2021

RE: **Abolish/Create position - Division of Facilities and Fleet Management**

Request:

The attached action is requesting authorization to abolish one (1) unclassified position of Service Writer (Grade 510N) and create one (1) classified position of Fleet Parts Specialist (Grade 510N) in the Division of Facilities and Fleet Management, effective upon passage of Council.

Why are you requesting?

Upon the request of the division, the Division of Human Resources conducted a classification study on the requested position. The position was analyzed by staff using the whole job rank and factor comparison methods. As a result, a recommendation for their requested position is described in this action.

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

This action is budget neutral.

File Number:

0989-21

Director/Commissioner: John Maxwell/Sally Hamilton

If you have questions or need additional information, please contact Alisha Lyle (859) 258-3957.



Lexington-Fayette Urban County Government

Changes in Authorized Positions

Date: 9/27/2021

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
Division of Facilities and Fleet Management (720)									Division of Facilities and Fleet Management (720)							
720.008	1	620	510N	Service Writer	----	----	----		----	----	----	----	----	----	----	----

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
Division of Facilities and Fleet Management (720)									Division of Facilities and Fleet Management (720)							
720.085	3	615	510N	Fleet Parts Specialist	----	----	----		720.085	4	615	510N	Fleet Parts Specialist	----	----	----