Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Docket

Tuesday, October 7, 2025

3:00 PM

Packet

Council Chamber

Urban County Council Work Session

I. Public Comment - Issues on Agenda

II. Requested Rezonings/ Docket Approval

III. Approval of Summary

a **0960-25** Table of Motions: Council Work Session, September 16, 2025

Attachments: TOM 091625

IV. Budget Amendments

V. Budget Adjustments - For Information Only

VI. New Business

VII. Communications From the Mayor - Appointments

VIII. Communications From the Mayor - Donations

IX. Communications From the Mayor - Procurements

X. Continuing Business/ Presentations

a **0958-25** Council Capital Projects, October 7, 2025

Attachments: Capital List 10.7.25

b **0961-25** Summary: Environmental Quality and Public Works Committee, August 12, 2025

Attachments: eqpw_summary_2025-08-12

c **0963-25** Proclamation: Fire Prevention Week

d **0962-25** Presentation: STREEET Safety Task Force Partial Report-Out

Attachments: STREEET TF_100725 Work Session Update

XI. Council Reports

XII. Public Comment - Issues Not on Agenda

XIII. Adjournment

Administrative Synopsis - New Business Items

a **0799-25** Authorization to enter into a Memorandum of Understanding with Voices of Hope - Lexington, Inc. to provide drug and alcohol addiction recovery services for the Inmate population at the Division of Community Corrections for the period of one year, beginning July 1, 2025 and ending on June 30, 2026. No budgetary impact. (L0799-25)(Colvin/Armstrong)

Attachments: VOICES OF HOPE memo FY26
VOICES OF HOPE MOU FY26

b **0844-25** Authorizing conveyance of permanent easement and temporary construction easement to Pemberton Properties, LLC on Douglass Park. Pemperton Properties has proposed a payment to LFUCG of $500 for the easement. (L0844-25)(Conrad/Ford)

Attachments: Bluesheet memo - Pemberton Sanitary Sewer Line Easement 9-2-25 - Signed
Easement Agreement - Pembertons - LFUCG - Latest

c **0904-25** Authorization to execute change order #1 with TSW, Inc. for additional design work on LFUCG Castlewood ADA Access and Sport Court Design (Contract# 116-2025). The increased amount is $38,400 bringing the new contract total to $75,300. Funds are budgeted. (L0904-25)(Conrad/Ford)

Attachments: CO1 Cover Memo Castlewood TSW with File Number - Signed
Castlewood ADA - Change Order #1
Contract 116-2025

d **0906-25** Authorization execute a Purchase of Service Agreement with the Kentucky Veterans Hall of Fame to hold their 2026 and 2027 Induction Ceremonies in Lexington at a cost of $30,000. The agreement begins on July 1, 2026 for a period of 24 months. Funds are budgeted. (L0906-25)(Cammack/Scott)

Attachments: Kentucky Veterans Hall of Fame Agreement Memo 26-27
Lexington Contract 2026 2027

e **0909-25** Authorization to approve an FY26 (Class A Neighborhood) Stormwater Quality Projects Incentive Grant for Friends of Wolf Run, Inc. in the amount of $48,183.75 to support the FY26 stream buffer stewardship program activities within the Wolf Run watershed. Funds are budgeted. (L0909-25)(Martin/Albright)

Attachments: Blue Sheet
FY 2026 FOWR - Council Map
FY26 Class A Neigborhood FOWR_signed by Grantee

f **0910-25** Authorization to approve an FY26 (Class A Neighborhood) Stormwater Quality Projects Incentive Grant for The Tradition at Parks Edge Townhome Association, Inc., in the amount of $27,888.00, to complete a feasibility study to address stormwater runoff issues, flooding, and improve greenspace utilization. Funds are budgeted. (L0910-25)(Martin/Albright)

Attachments: Blue Sheet
FY 2026 The Tradition at Park Edge Townhome Association, Inc. (Feasibility S
FY26 Class A Neigborhood The Tradition at Park Edge Townhome Associatio

g **0916-25** Authorization to execute the necessary documents outlining an agreement with Encore Technologies, Inc., for assistance with a comprehensive application assessment and dependency mapping for the Division of Computer Services, and any related documents for the future operation, support, or maintenance of same. Phase one of the project not to exceed $135,000 in FY26. Funds are budgeted. (L0916-25)(Stewart/Rodgers)

Attachments: Bluesheet Memo_EncoreTechnologies
Encore SOW LFUCG Hybrid Cloud Assessment
Encore W9 2025
Final_MA_758_2400000211-1_46_MA_FORM_ADV

h **0917-25** Authorization to execute an agreement, pursuant to RFP #30-2025, with Hospice of the Bluegrass, Inc., d/b/a Bluegrass Care Navigators, for the operation of motel-based winter shelter services for elderly/disabled persons experiencing homelessness between November 1, 2025, and April 1, 2026, at a cost not to exceed $203,907. Funds are budgeted. (L0917-25) (Herron/Lanter)

Attachments: Blue sheet memo Bluegrass Care Navigators
RFP Pkg 30-2025
Bluegrass Care Navigators 2025 Winter ES Proposal_FULL
RFP 30-2025 PSA .1 . 4935-1874-7240 (002)

i **0918-25** Authorization to approve an agreement with Banks Engineering to identify and legally describe the easements and fee simple property needed to construct sanitary sewer infrastructure for the future North Elkhorn pump station/wet weather storage complex, pursuant to RFP #25-2025 at a cost of $37,900.00. Funds are budgeted. (L0918-25)(Martin/Albright)

Attachments: Blue Sheet Memo
1 Contract for RFP #25_2025
2 Exhibit A NE Area 2 Corridor Evalaution Final
4 Exhibit C Banks Engineering Proposal
5 Exhibit D
Banks Engineering Inc COI - LFUCG Division of Water Quality 2025

j **0919-25** Authorization to execute an agreement with the Lexington Center Corporation for Lexington Parks & Recreation to hold its annual Kiddie Kaper's dance recital at the Lexington Opera House for the period of May 6th to May 9th, 2026. No budgetary impact. (L0919-25)(Conrad/Ford)

Attachments: 2026 Kiddie Kapers Opera House Blue Sheet Memo - Signed
LFUCG - Kiddie Kapers 2026 LOH Contract final

k **0920-25** Authorization to amend the authorized strength by abolishing one (1) vacant unclassified civil service position of Officer of Diversity & Inclusion (Grade 523E) and creating one (1) unclassified civil service position of Access & Engagement Officer (Grade 526E) in the Office of the CAO, effective upon passage of Council. This has a 12-month future impact cost of $14,248.28. (L0920-25) (George/Hamilton)

Attachments: Bluesheet Memo 26-0017 Updated
From to 26-0017
HR Fiscal Impact- 26-0017

l **0921-25** Authorization to amend the authorized strength by abolishing one (1) unclassified civil service position of Program Coordinator (Grade 525E) and creating one (1) classified civil service position of Global Engagement Manager (Grade 528E), in the Department of Social Services, effective upon passage of Council. This has a 12-month fiscal impact cost of $15,706.20. (L0921-25) (George/Hamilton)

Attachments: Bluesheet Memo 25-0047
From to 25-0047
HR Fiscal Impact- 25-0047

m **0922-25** Authorization to amend the classified civil service authorized strength by creating one (1) Administrative Specialist (Grade 516N), one (1) Aging Services Program Manager Sr. (Grade 524E), and one (1) Custodial Worker (Grade 506N) in the Division of Aging & Disability Services; and creating one (1) classified civil service position of Deputy Director of Accounting (Grade 529E) in

the Division of Accounting. All effective retroactive to July 1, 2025, as approved in the FY 2026 budget. (L0922-25) (George/Hamilton)

Attachments: Bluesheet Memo 26-0001e
From to 26.0001e

n **0923-25** Authorization to amend the authorized strength by abolishing one (1) classified position of Recreation Manager (Grade 520E) and creating one (1) classified position of Recreation Manager Sr. (Grade 522E), in the Division of Parks and Recreation, effective upon passage of Council. This has a 12-month future impact cost of $8,004.15. (L0923-25) (George/Hamilton)

Attachments: Bluesheet Memo 26-0016
From to 26-0016
HR Fiscal Impact- 26-0016

o **0924-25** Authorization to execute an agreement with Community Action Council for Lexington-Fayette, Bourbon, Harrison, and Nicholas Counties, Inc. to operate winter motel shelter services for families with children experiencing homelessness between November 1, 2025, and April 1, 2026, at a total cost not to exceed $177,250. Funds are budgeted. (L0924-25) (Herron/Lanter)

Attachments: 25-Blue Sheet OHPI Winter Family Motel Shelter
CAC_EFH_WinterShelter_ScopeofWork-2025-26
CAC Winter Family Shelter PSA .1 . 4900-9012-7464

p **0925-25** Authorization to execute a Purchase of Service Agreement with the Lyric Theatre and Cultural Arts Center to provide funding support for July 1, 2025 through June 30, 2026, at a cost of $140,250. Funds are budgeted. (L0925-25)(Scott)

Attachments: Lyric PSA FY26
Signed FY26 PSA Lyric theatre

q **0926-25** Authorization to execute an agreement with Greater Lex, Inc. to provide $320,154 to the Greater Lex Regional Economic Development Collective. The collective is a nine-county regional economic development initiative consisting of the local governments (county and city governments) in Bourbon, Clark, Fayette, Franklin, Jessamine, Madison, Montgomery, Scott and Woodford Counties. The one-year agreement is for the period of July 1, 2025 to June 30, 2026. Funds are budgeted. (L0926-25)(Atkins)

Attachments: Greater LEX Blue Sheet September 2025
Greater LEX PSA Signed August 27 2025

r **0927-25** Authorization to reestablish Idemia Identity & Security USA LLC as a sole source vendor and accept the attached Maintenance and Support Agreement extension, which allows for the maintenance and support on the MorphoBis Latent Expert Workstation, an automated fingerprint identification system, for the period of November 18, 2025 - November 17, 2026. At a cost of $11,358. Funds are budgeted. (L0927-25)(Weathers/Armstrong)

Attachments: Cover Memo - Idemia Identity & Security USA LLC.pdf
Idemia Identity & Security USA LLC - Maintenance and Support Agreement (E
SOLE SOURCE CERTIFICATION - Idemia.pdf

s **0929-25** Authorization to execute a Lexington JOBS Fund Incentive Agreement with Marrillia Interest, LLC in the amount of $100,000 for the creation of at least eight (8) new full-time jobs at a mean hourly wage of at least $28, as approved by the Lexington Economic Development Investment Board. Funds are budgeted. (L0929-25)(Glasscock/Atkins)

Attachments: Bluesheet Marrillia 2025
(9.25) Exhibit C (MARRILLIA INTERESTS)
(9.25) Marrillia Agreement - clean copy
(RL) EXHIBIT A (MARRILLIA INTERESTS, LLC) .2 . 4899-0248-7140
Exhibit D (MARRILLIA INTERESTS) .1 . 4914-4310-1286
Exhibit E- Guaranty Agreement (Marrillia Interests) .1 . 4935-3487-8822
Updated Jobs Fund Application CY 2025-250805 Ex B

t **0930-25** Authorization to execute Change Order #4 with BMI Builds LLC for the Valley Park Building Renovation & Expansion in the amount of $85,250.00 increasing the contract from $1,993,321.26 to $2,078,571.26 with a (0) calendar day change to the contract time. For the integration of the Parks Site Masterplan additional lower lot parking spots, sealing & striping asphalt, anti-graffiti coating on the building, and an additional exhaust fan. Funds are budgeted. (L0930-25)(Ford)

Attachments: Memo-BMI Builds -CO4
Change Order Contract Details Form_CO4
BMI_CO4_Documentation for Change
BMI_CO4_Proposal Request
Justification for CO4_BMI Builds

u **0932-25** Authorization to approve an FY26 (Class B Education) Stormwater Quality Projects Incentive Grant for Fayette County Public Schools (FCPS) in the amount of $23,157.50 to support FCPS's Stream Team project to strategically engage Lexington's youth and

teachers in the learning environment. Funds are budgeted. (L0932-25)(Martin/Albright)

Attachments: Blue Sheet Memo
FY26 Class B Education Fayette County Public Schools grantee signature
FY 2026 Fayette County Public Schools_Class B Edu - Council Map

v **0933-25** Authorization to execute a managed services agreement and any related documents for smart-safe operations with Wave Group Enterprises, LLC, a sole-source provider, or related entities. Smart-safes will initially be implemented at the Division of Revenue, Division of Parks and Recreation, and Division of Community Corrections. Funds are budgeted. (L0933-25)(Holbrook/Hensley)

Attachments: Bluesheet Memo - Wave Group
Sole-Source Justification Wave Group
LFUCG Term Sheet for Smart Safe Project 9-12-25

w **0936-25** Authorization to execute a purchase of services agreement with Stantec Consulting Services, Inc. for Hazard Mitigation Plan services at a cost of $19,590 to LFUCG. Federal funds are providing $176,310, for a total project cost of $195,900. A Multi Hazard Mitigation Plan must be completed every five years as a FEMA best practice and to ensure eligibility for Emergency Management Performance Grant monies. Funds are budgeted. (L0936-25)(Larkin/Armstrong)

Attachments: Blue Sheet Memo Stantec Haz Mit 9-26-2025
Purchase of Service Agreement-Stantec-2025

x **0937-25** Authorization to execute Change Order No. 1 with Third Rock Consultants, LLC (TRC) in the amount of $58,250 for evaluating two additional potential design opens, for public education, and water quality sampling design related to the Wolf Run Watershed §319(h) grant project, increasing the contract price from $128,200 to $186,450. Funds are budgeted. (L0937-25)(Carey/Albright)

Attachments: 26-Bluesheet Memo - Wolf Run TRC CO No. 1
CO1 4 of 5 signatures
Project Locations - Change Order Map

y **0938-25** Authorization to execute FY26 Neighborhood Action Match Program contracts with the following: Cherokee Park Neighborhood Association Inc. ($6,670), The Golf Townhomes at Andover Homeowners Association, Inc., Phase II ($4,609.50), Hamburg Park Townhomes Owners Association , Inc. ($10,000), Lakes Edge Condominium Association ($10,000), Palomar Reserve Council of

Co-Owners, Inc. ($8,650), Patchen Wilkes Townhomes Owners Association, Inc. ($8,572.93), Squire Oak Homeowners Association, Inc. ($10,000), The Lakeview Island Security and Maintenance Association, Inc. ($2,600), Walnut Ridge Homeowners Association, Inc. ($5,235), and Westmorland Neighborhood Association, Inc. ($10,000). Total cost not to exceed $76,337.43. Funds are budgeted (L0938-25)(Reynolds/Lanter)

Attachments: 26 - Bluesheet Memo - FY26 NAMP Award
FY26 NAMP Agreement

z **0939-25** Authorization to execute Amendment No. 2 (Reso. 355-2024) and accept an additional award from the Lexington-Fayette County Health Department in the amount of $9,000 under the FY25 Health Access Nurturing Development Services (HANDS) 853 Non-Medicaid Home Visiting Services grant funds for the Family Care Center HANDS program. No match is required. (L0939-25) (Horton-Holt/Allen-Bryant)

Attachments: 26-Bluesheet Memo - HANDS Amendment No. 2
LFCHD FCC HANDS Non-Medicaid Contract Amendment FY25
BA 13926 add'l funds

aa **0941-25** Authorization to approve a Release of Easement at 2408 Flying Ebony Drive. The easement is no longer needed. No budgetary impact. (L0941-25)(Martin/Albright)

Attachments: Blue Sheet Memo
Flying Ebony Agreement
Flying Ebony Map

bb **0942-25** Authorization to approve an FY26 (Class B Education) Stormwater Quality Projects Incentive Grant for Bluegrass Area Development District, Inc., in the amount of $40,000.00 to implement a year-long public education and involvement campaign focused on stormwater management in the Lexington-Fayette Community. Funds are budgeted. (L0942-25)(Martin/Albright)

Attachments: Blue Sheet Memo
FY 2026 Bluegrass Area Development District, Inc_Class B Edu - Council Ma
FY26 Class BE Bluegrass Area Development District, Inc_grantee signature

cc **0943-25** Authorization to enter into an agreement with CivicPlus/ Municode Publishing for ordinance codification and online publishing. The initial cost is $10,177.50 for the first 12-month term, with automatic 1-year renewals. Funds are budgeted. (L0943-25) (Allan/Hamilton)

Attachments: Civicplus bluesheet MEMO
Lexington Fayette County KY Municode agreement 08252025 (004)

dd **0945-25** Authorization to abolish one (1) unclassified position of Recreation Manager Sr. (Grade 522E) and create one (1) classified position of Recreation Manager Sr. (Grade 522E), in the Division of Parks and Recreation, effective upon passage of Council. The fiscal impact is budget-neutral. (L0945-25)(George/Hamilton)

Attachments: Bluesheet Memo 26-0020
From to 26-0020
HR Fiscal Impact- 26-0020

ee **0946-25** Authorization to execute a renewal agreement with Anthem Health Plans of Kentucky, Inc. for administrative services, rates, and fees within the agreement for the period beginning January 1, 2026 through December 31, 2026. Funds are budgeted. (L0946-25) (George/Hamilton)

Attachments: Bluesheet Memo 26-0021
Anthem Renewal Packet 2026

ff **0947-25** Authorization to amend section 23-18 of the Lexington-Fayette Urban County Government Code of Ordinance to eliminate the two-phase hiring process in the Division of Fire & Emergency Services, to allow for conditional offers to be made earlier in the hiring process and to simplify the process by eliminating the two-phase approach. No budgetary impact. (L0949-25) (George/Hamilton)

Attachments: Bluesheet Memo 26-0022
REVISED DRAFT ORD for Sec. 23-18 (Firefighter Recruitment) 4854-2823-4

gg **0948-25** Authorization to amend the authorized strength by creating one (1) unclassified civil service position of Administrative Aide to Mayor (Grade 523E) in the Office of the Mayor, effective upon passage of Council. This has a 12-month fiscal impact cost of $96,225.87. (L0948-25)(George/Hamilton)

Attachments: Bluesheet Memo 26-0019
From to 26-0019
HR Fiscal Impact- 26-0019

hh **0949-25** Authorization to execute Amendment No. 1 to the Program Administration Contract with the Bluegrass Area Development District (BGADD) to increase federal recognized revenue to the allocated amount of $46,325 and to decrease the state recognized

revenue to the allocated amount of $80,727 for the Title III budget for eligible reimbursable expenses for the operation of the Senior Center in FY 2026. The required grant match is reduced to $12,586.76. Budget amendment in process. (L0949-25) (Stambaugh/Allen-Bryant)

Attachments: 26-Bluesheet Memo - Senior Center Amendment 1 & 2
LEXINGTON FY26 Amendment No. 1
LEXINGTON FY26 Amendment No. 2
Unit Rate FY26
BA 13931

Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0960-25

File ID:	0960-25	**Type:**	Summary	**Status:**	Agenda Ready
Version:	1	**Contract #:**		**In Control:**	Urban County Council
				File Created:	10/02/2025
File Name:	Table of Motions: Council Work Session, September 16, 2025			**Final Action:**	
Title:	Table of Motions: Council Work Session, September 16, 2025				
Notes:					
Sponsors:				**Enactment Date:**	
Attachments:	TOM 091625			**Enactment Number:**	
Deed #:				**Hearing Date:**	
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History of Legislative File

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

Text of Legislative File 0960-25

Title

Table of Motions: Council Work Session, September 16, 2025

URBAN COUNTY COUNCIL
WORK SESSION
TABLE OF MOTIONS
September 16, 2025

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

I. Public Comment – Issues on Agenda

II. Requested Rezonings/Docket Approval

Motion by Ellinger II to approve the September 18, 2025 Council Meeting Docket. Seconded by Reynolds. Motion passed without dissent.

III. Approval of Summary

Motion by Wu to approve the September 9, 2025 Work Session Summary. Seconded by Hale. Motion passed without dissent.

IV. Budget Amendments

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

V. Budget Adjustments – For Information Only

VI. New Business

Motion by Lynch to approve New Business. Seconded by Hale. Motion passed without dissent. Morton voted no on item h.

VII. Communications from the Mayor- Appointments

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

VIII. Communications from the Mayor- Donations

IX. Communications from the Mayor- Procurements

Motion by Baxter to approve Communications from the Mayor- Procurements. Seconded by Hale. Motion passed without dissent.

X. Continuing Business/Presentations

Motion by Baxter to approve Neighborhood Development Funds. Seconded by LeGris. Motion passed without dissent.

Brown, BFED Chair, provided a summary of the August 19, 2025 Budget, Finance, and Economic Development Committee.

Motion by Brown to approve the amended Industrial Revenue Bond Policies and Procedures ordinance, policy, and resolution, as amended. Seconded by Morton. Motion passed without dissent.

Motion by Baxter to amend the Industrial Revenue Bond Policies and Guidelines, under *Special Considerations if Seeking Leaseback Arrangements* to define workforce housing as "residential units with monthly rents no greater than thirty percent (30%) of the monthly income of a household earning between 80.01% and 120% of the area median income". Seconded by Morton. Motion passed without dissent.

XI. Council Reports

XII. Public Comment – Issues Not on Agenda

XIII. Adjournment

Motion by Wu to adjourn at 4:11 p.m. Seconded by Curtis. Motion passed without dissent.

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0958-25

File ID:	0958-25	**Type:**	Agenda Item	**Status:**	Agenda Ready
Version:	1	**Contract #:**		**In Control:**	Urban County Council
				File Created:	10/02/2025
File Name:	Capital List 10/7/25			**Final Action:**	

Title: Council Capital Projects, October 7, 2025

Notes:

Sponsors:

Enactment Date:

Attachments: Capital List 10.7.25

Enactment Number:

Deed #:

Hearing Date:

Drafter:

Effective Date:

History of Legislative File

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

Text of Legislative File 0958-25

Title

Council Capital Projects, October 7, 2025

..Summary

Organization:

Black Soil KY

Ashley Smith

1105-121001-0001-71102

Purpose:

For support of the Farmacy Neighborhood Market renovations for a teaching kitchen, create a food forest entry with local herbs and perennials, food storage equipment needs, and backyard improvements for an outdoor classroom

Amount:

$ 10,000.00

Organization:
Kentucky Center for Grieving Children and Families
Leila Salisbury
1105-121001-0001-71102

Purpose:
For the windphone to be installed at the London Ferrel Garden in partnership with Seedleaf
Amount:
$ 5,000.00

Organization:
Sayre Christian Village
Elise Hinchman
1105-121001-0001-71102

Purpose:
For a new freezer for their healthcare center
Amount:
$ 15,000.00

Organization:
Lakeview Estates Lake Association
Vicki Cooper
1105-121001-0001-71102

Purpose:
For improvements to reservoir number 3 dam fence
Amount:
$ 20,000.00

Organization:
Gleanings Housing
Laura Slaughter
1105-121001-0001-71102

Purpose:
For the construction of their duplex project on Florence Avenue
Amount:

$ 28,000.00

Organization:
LFUCG - Traffic Engineering
Roger Mulvaney
1105-303602-3606-91616

Purpose:
To cover the purchasing cost of 2 speed radar signs for Higbee Mill Road
Amount:
$ 9,000.00

Organization:
LFUCG - Streets and Roads
Rob Allen
1105-303301-0001-93011

Purpose:
For the extension and maintenance of the Chenault Road Triangle
Amount:
$ 8,560.00

Organization:
LFUCG - Traffic Engineering
Jeffrey Neal
1105-303602-3606-91613

Purpose:
For collapsible bollards on Polo Club Boulevard at Brighton Trail
Amount:
$ 4,000.00

Organization:
Lexington History Museum
1105-121001-0001-71102
Mandy Higgins

Purpose:

For updated audio/visual equipment, security upgrades, and new furniture for the museum

Amount:

$ 24,500.00

Organization:

The Hope Center

1105-121001-0001-71102

Chris Peck

Purpose:

For 2 Zappabug bed bug heaters for bed and couch sanitization

Amount:

$ 3,140.00

Council Capital Projects
October 7, 2025
Work Session

Amount	Recipient	Purpose
$ 10,000.00	Black Soil KY Ashley Smith 1105-121001-0001-71102	For support of the Farmacy Neighborhood Market renovations for a teaching kitchen, create a food forest entry with local herbs and perennials, food storage equipment
$ 5,000.00	Kentucky Center for Grieving Children and Families Leila Salisbury 1105-121001-0001-71102	For the windphone to be installed at the London Ferrel Garden in partnership with Seedleaf
$ 15,000.00	Sayre Christian Village Elise Hinchman 1105-121001-0001-71102	For a new freezer for their healthcare center
$ 20,000.00	Lakeview Estates Lake Association Vicki Cooper 1105-121001-0001-71102	For improvements to reservoir #3 dam fencing
$ 28,000.00	Gleanings Housing Laura Slaughter 1105-121001-0001-71102	For the construction of their duplex project on Florence Avenue
$ 9,000.00	LFUCG - Traffic Engineering Roger Mulvaney 1105-303602-3606-91616	To cover the purchasing cost of 2 speed radar signs for Higbee Mill Road
$ 8,560.00	LFUCG - Streets and Roads Rob Allen 1105-303301-0001-93011	For the extension and maintenance of the Chenault Road Triangle
$ 4,000.00	LFUCG - Traffic Engineering Jeffrey Neal 1105-303602-3606-91613	For collapsible bollards on Polo Club Boulevard at Brighton Trail
$ 24,500.00	Lexington History Museum Mandy Higgins 1105-121001-0001-71102	For updated audio/visual equipment, security upgrades, and new furniture for the museum
$ 3,140.00	The Hope Center Chris Peck 1105-121001-0001-71102	For 2 Zappabug bed bug heaters for bed and couch sanitization

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0961-25

File ID:	0961-25	**Type:**	Summary	**Status:**	Agenda Ready
Version:	1	**Contract #:**		**In Control:**	Urban County Council
				File Created:	10/02/2025
File Name:	Summary: Environmental Quality and Public Works Committee, August 12, 2025			**Final Action:**	
Title:	Summary: Environmental Quality and Public Works Committee, August 12, 2025				
Notes:					
Sponsors:				**Enactment Date:**	
Attachments:	eqpw_summary_2025-08-12			**Enactment Number:**	
Deed #:				**Hearing Date:**	
Drafter:				**Effective Date:**	

History of Legislative File

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

Text of Legislative File 0961-25

Title

Summary: Environmental Quality and Public Works Committee, August 12, 2025

Environmental Quality & Public Works (EQPW) Committee

August 12, 2025

Summary and Motions

Chair Hannah LeGris called the meeting to order at 1:00 p.m. Committee Members James Brown, Tyler Morton, Emma Curtis, Liz Sheehan, Joseph Hale, Amy Beasley, Dave Sevigny, and Hil Boone were present. Vice Mayor Dan Wu, Council Members Shayla Lynch, Whitney Elliott Baxter, and Jennifer Reynolds were present as non-voting members.

I. APPROVAL OF JUNE 10, 2025 COMMITTEE SUMMARY

Motion by Sheehan to approve the June 10, 2025 Environmental Quality & Public Works Committee Summary. Seconded by Sevigny. Motion passed unanimously.

Motion by Beasley to change the order of agenda items, making the MS4 Program the first presentation. Seconded by Morton. Motion passed unanimously.

II. MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4) PROGRAM OVERVIEW

Bailee Young, MS4 Program Manager, provided an overview of the Municipal Separate Storm Sewer System (MS4), starting with definitions. An MS4 means our storm sewers are separate from sanitary sewers. Sanitary sewers carry waste to our wastewater treatment plants, while storm sewers drain directly into creeks without treatment. A watershed is an area of land that drains into a common body of water. In Lexington, an MS4 Permit is managed by the Kentucky Division of Water. This falls under the Kentucky Pollutant Discharge Elimination System (KPDES) permitting. The permit allows Lexington to discharge stormwater from the separate system into the waters of the Commonwealth while emphasizing water quality. Young explained that the MS4 program aims to maintain and enhance the quality of the state's waterways by reducing the number of pollutants in stormwater that enters the MS4. Increased runoff and pollution can harm fish and wildlife, kill native plants, contaminate drinking water sources, and make recreational areas unsafe and unpleasant. **No action was taken on this item.**

III. MINT LANE PUMP STATION

Charles Martin, Director of Water Quality, provided a presentation to clarify the necessary information for moving forward with the design of the new Mint Lane pump station. $2 million is allocated in the FY26 budget for design and property acquisition for this Consent Decree project, stemming from a history of overflows at the existing pump station, and must be completed by December 2030. Screenshots were shared to illustrate the Urban Growth Master Plan's connection to the 2023 Expansion Area, which may be served by Mint Lane. The proposed pump station would be located on land owned by Fayette County Public Schools, adjacent to the existing Mint Lane Pump Station. Martin noted that projections of infrastructure costs are based on fluctuating parameters, including population density, the distinction between developable and undevelopable land, and timing. Given the deadlines imposed by the Consent Decree, it is recommended to proceed with the construction of a new pump station and wet weather storage tank within the existing Urban Services Boundary (USB) limits, as well as to initiate design services and property acquisition in Fiscal Year 2026.

Barberie explained that staying within the USB is not codified, but it is a common practice that sewer infrastructure is not constructed outside the boundary without the Council's approval. Regarding the

proposed location, Martin stated it is the best site potentially available within the boundary. Currently, Fayette County Public Schools (FCPS) owns the land, and the city would need to acquire it. Committee members inquired about the land on Bowman Mill Road that Mill Ridge Farm had offered to donate as a site for a pump station. Martin explained that the Mill Ridge Farm location, which is outside the USB, was considered for the sewerability study because it's easier to construct there as opposed to the tight space behind Dubar High School. When asked whether building a pump station at Mill Ridge Farm would commit the Council to future expansion, Barberie noted that it would depend on the conditions for acquiring the property. Ultimately, the location decision is up to the Council, but they will send a spreadsheet of the proposed locations. Martin noted that the Consent Decree wet weather capacity is what drives everything, but if we build infrastructure large enough to handle this, it causes odor problems. The plan for this pump station is not to oversize it, but to incorporate a dry weather component that would handle the base flow and construct a separate wet weather storage tank.

Motion by Sevigny to have a complete site analysis and cost feasibility study of the two locations: the existing site and downstream at Bowman Mill Rd (on Mill Ridge Farm property), that includes future growth of the facility and the region per the Master Plan for Area 1, delivered to Council at a regularly scheduled Work session by March 1, 2026. Seconded by Curtis. Motion passed by a vote of 7 - 2 (Yes: Brown, Morton, Curtis, Sheehan, Hale, Beasley, Sevigny; No: LeGris and Boone).

IV. STREET ART FOR LEXINGTON

Hannah Crepps, Planner Principal in Outreach and Strategic Planning, explained that Street Art (sometimes called asphalt art or street murals) is a way to creatively activate a city's largest public space: its transportation system. Street Art is a visual intervention with two goals: it functions as “traffic calming” by reducing vehicle speeds, making it safer and more comfortable to walk, bike, and drive. It also promotes “placemaking” by creating people-centered spaces that foster community. She emphasized that Street Art is not a complete solution; rather, it is one of many tools the city can use, and it should be implemented through extensive collaboration and dialogue across city departments and within the community.

Local conditions will determine whether street art prioritizes traffic calming or placemaking. For example, a street art piece might celebrate a neighborhood's historic achievement or help prepare the community for the redesign of an intersection. Street art can be applied in various locations, including intersections, curb extensions (also called bulb-outs), crosswalks, pedestrian refuge islands, and mid-block areas. It has been shown to enhance driver awareness, increase perceived and actual safety for pedestrians and cyclists, and promote more positive behavior across all modes of travel. Projects can be driven by the city, approved by the city, or externally initiated and sanctioned by the city. Municipalities can also link their projects to policies and plans, such as Vision Zero, the Public Art Master Plan, and Complete Streets.

Steps in this process include identifying a funding source, connecting the community with artists, coordinating with the Division of Planning and Traffic Engineering to obtain design approval, securing approval from the Public Arts Commission, installing the artwork, and collecting data. The Division of Planning is working with Councilmember Morton to continue the temporary chalk art demonstration that took place at the city's StreetFest event on Shropshire Avenue in May. This pilot project aims to help define what a future process could look like for installing street art as a form of placemaking and traffic calming throughout Lexington. **No action was taken on this item.**

V. ITEMS REFERRED TO COMMITTEE

No action was taken on this item.

The meeting adjourned at 2:39 p.m.

KJT 09.16.25

Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0963-25

File ID:	0963-25	**Type:**	Presentation	**Status:**	Agenda Ready
Version:	1	**Contract #:**		**In Control:**	Urban County Council
				File Created:	10/02/2025
File Name:	Proclamation: Fire Prevention Week			**Final Action:**	
Title:	Presentation: Fire Prevention Week				
Notes:					
Sponsors:				**Enactment Date:**	
Attachments:				**Enactment Number:**	
Deed #:				**Hearing Date:**	
Drafter:				**Effective Date:**	

History of Legislative File

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

Text of Legislative File 0963-25

Title

Presentation: Fire Prevention Week

Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0962-25

File ID:	0962-25	**Type:**	Presentation	**Status:**	Agenda Ready
Version:	1	**Contract #:**		**In Control:**	Urban County Council
				File Created:	10/02/2025
File Name:	Presentation: STREEET Safety Task Force Partial Report-Out			**Final Action:**	
Title:	Presentation: STREEET Safety Task Force Partial Report-Out				
Notes:					
Sponsors:				**Enactment Date:**	
Attachments:	STREEET TF_100725 Work Session Update			**Enactment Number:**	
Deed #:				**Hearing Date:**	
Drafter:				**Effective Date:**	

History of Legislative File

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

Text of Legislative File 0962-25

Title

Presentation: STREEET Safety Task Force Partial Report-Out

STREEET Safety Task Force

Work Session

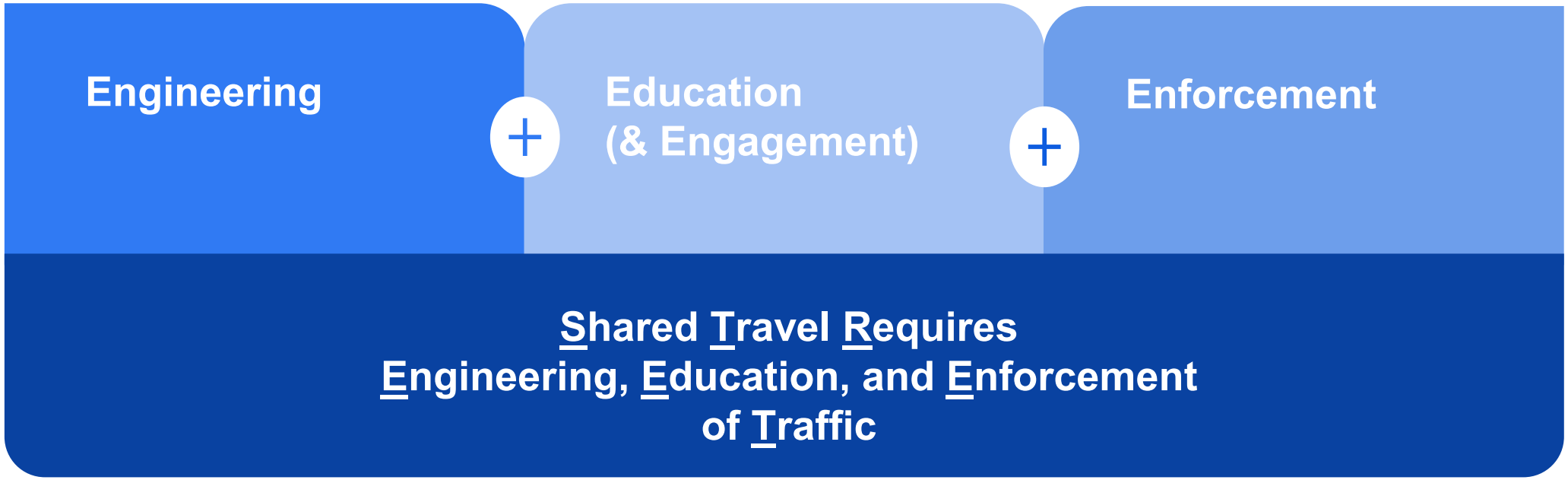
October 7, 2025

Sylvia Cassidy, Victoria Cruz-Falk, and Alyssa McKenzie
Legislative Aides
Urban County Council

Purpose

To investigate, advocate, and drive changes to address public demands for safe streets for all modes of transportation in Fayette County.

Focus on short-term solutions in three key areas:



Why Street Safety Matters

2020 – 2024
5-Year Total

198
Fatalities

530
Life Threatening Injuries

72,744
All Crashes

2024

8 Pedestrian Involved Fatal Collisions

2 Bicyclist Involved Fatal Collisions

Lexington Police Dept.

112 Total Life-Threatening Injuries

38 Total Fatalities

15,050
Crashes in Lexington
(2024)

Kentucky State Police Public Access Collision Analysis Portal

$30 Billion
Estimated Economic & Quality of Life Costs to Kentucky

National Highway Traffic Safety Administration (NHTSA), TRIP

Timeline & Background

January 14, 2025



Press Conference Announcing the formation of the STREEET Safety Task Force.

January - June





- 1st Task Force Meeting
- Monthly Task Force & Subgroup Meetings
- Councilmember Check-ins

August - October



- Recommendation Development
- Partial Report to Council
- October Task Force Meeting

Task Force Members

Dave Sevigny	10th District Councilmember, Chair - Enforcement Lead
Liz Sheehan	5th District Councilmember, Chair - Engineering Lead
Emma Curtis	4th District Councilmember - Engineering Co-Lead
Whitney Elliott-Baxter	9th District Councilmember - Enforcement Co-Lead
Hannah LeGris	3rd District Councilmember - Education Lead
Dan Wu	Vice Mayor - Education Co-Lead
Doug Burton	Director - Engineering, LFUCG
Hannah Crepps	Planner Principal - Outreach & Strategic Planning, LFUCG
Chris Evilia	Transportation Planning Manager, Lexington Area MPO
Mikaela Gerry	Planner Senior, LFUCG
Kenzie Gleason	Manager of Outreach & Strategic Planning, LFUCG
Shawn Coleman	Assistant Chief, Lexington Police Department

Task Force Members

Donnell Gordon	Commander, Lexington Police Department
John Hayne	General Prosecution, Office of the Fayette County Attorney
Alice Hilton	Living Streets Lexington, Community Representative
Roger Mulvaney	Traffic Engineering Manager, LFUCG
Sam Murdock	Assistant Chief, Lexington Police Department
Brandi Peacher	Director of Project Management, LFUCG
Angela Poe	Senior Program Manager, LFUCG
Ryessia Russell	Director of Gatton Honors Pathway Program, University of Kentucky
Jason Schubert	Frontrunners, Community Representative
Evan Thompson	Attorney Senior, LFUCG
Kendra Thompson	Research Analyst, LFUCG
Layton Garlington	Public Information Officer, LFUCG

Public Engagement

- Public Meetings
- Emails
- Neighborhood Association Meetings
- Newsletters & Social Media
- Engage Lexington
  - Idea Forum - **1,099** Contributions
  - Mapping Tool - **642** Contributions





Engage Lexington Mapping Tool

Recommendations

Engineering

Sylvia Cassidy, 5th District Legislative Aide

Education

Victoria Cruz-Falk, Legislative Aide to the Vice Mayor

Enforcement

Alyssa McKenzie, 10th District Legislative Aide

Engineering

Focus & Process

- Evaluate how projects & ideas align with Complete Streets standards and objectives
- Physical design of our streets and roads to reduce traffic incidents
- Uses data to identify specific sites for improvement
- Coordinating projects based on need

Recommendations



Roundabout Feasibility Study



Traffic Circle Quick Build Pilot



Signalized Crosswalk Adjustments



Quick Build Program

Education & Engagement

Focus & Process

- Engaging with the public and establishing an accountability culture in Fayette County that promotes street safety
- Review of past, present, ongoing and future outreach and educational engagement
- Utilization of case studies to build out future projects

Recommendations



Experiential Engagement & Placemaking



Community Champions Program Infrastructure



Internal & External Education Capacity



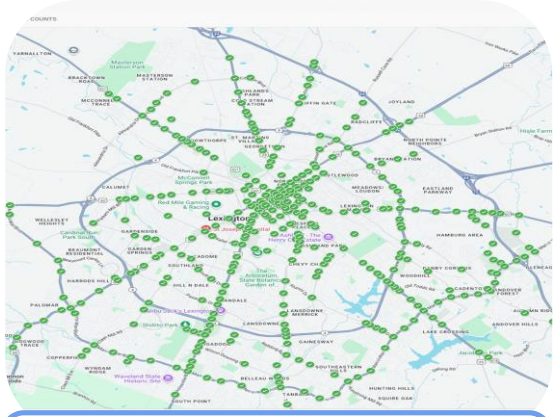
Unified Messaging Support

Enforcement

Focus & Process

- Replicable efforts with short and long-term impact
- Emphasis on cross-division/Council District collaboration
- Pilot actions in Districts by the end of 2026
- Enforcement actions that curb undesired driving behavior

Recommendations



Focused Enforcement Using Data Analytics



Inter-City Automated Enforcement Efforts



No Parking in Bike Lanes Ordinance



Drag Racing Ordinance

What's Next?

- October - December Task Force Meetings
  - Identify Opportunities for Collaboration
  - Create an Implementation Plan
  - Plan for Full Council Report
- Fund Balance
- FY27 Budget



Engage Lexington Page



LPD Traffic Complaint Form

Questions?

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0927-23

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

Title:

Notes:

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

History of Legislative File

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

Text of Legislative File 0927-23

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0799-25

File ID:	0799-25	**Type:**	Agenda Item	**Status:**	Agenda Ready
Version:	1	**Contract #:**		**In Control:**	Public Safety Administration
				File Created:	08/19/2025
File Name:	VOICES OF HOPE FY26			**Final Action:**	

Title: Authorization to enter into a Memorandum of Understanding with Voices of Hope - Lexington, Inc. to provide drug and alcohol addiction recovery services for the Inmate population at the Division of Community Corrections for the period of one year, beginning July 1, 2025 and ending on June 30, 2026. No budgetary impact. (L0799-25)(Colvin/Armstrong)

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	VOICES OF HOPE memo FY26, VOICES OF HOPE MOU FY26	**Enactment Number:**	
Deed #:		**Hearing Date:**	
Drafter:	BRADLEY, TAMMY	**Effective Date:**	

History of Legislative File

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

Text of Legislative File 0799-25

Title

Authorization to enter into a Memorandum of Understanding with Voices of Hope - Lexington, Inc. to provide drug and alcohol addiction recovery services for the Inmate population at the Division of Community Corrections for the period of one year, beginning July 1, 2025 and ending on June 30, 2026. No budgetary impact. (L0799-25) (Colvin/Armstrong)

Summary

Authorization to enter into a Memorandum of Understanding with Voices of Hope - Lexington, Inc. to provide drug and alcohol addiction recovery services for the Inmate population at the Division of Community Corrections for the period of one year, beginning July 1, 2025 and ending on June 30, 2026. No budgetary impact. (L0799-25) (Colvin/Armstrong)

Budgetary Implications [select]: No (services are being offered at no cost)
Advance Document Review:

Law: Yes, Sanner

Risk Management: No

Fully Budgeted [select]: No
Account Number:
2026 Fiscal Year Impact: $0
Project:
Activity:
Budget Reference:
Current Balance:

MAYOR LINDA GORTON

LEXINGTON

G. SCOTT COLVIN
CHIEF OF CORRECTIONS
COMMUNITY CORRECTIONS

TO: Mayor Linda Gorton
Urban County Council

FROM: Chief G.S. Colvin
Division of Community Corrections

CC: Commissioner Kenneth Armstrong
Department of Public Safety

DATE: August 19, 2025

SUBJECT: Voices of Hope – Lexington, Inc. MOU

Request

Council authorization is requested to enter into a Memorandum of Understanding with Voices of Hope – Lexington, Inc. to provide drug and alcohol addiction recovery services for the Inmate population at the Division of Community Corrections.

Why are you requesting?

Voices of Hope – Lexington, Inc. will be providing drug and alcohol addiction recovery services for the Inmate population at the Fayette County Detention Center.

The services are offered at no cost to the Division. The term of the MOU is for one year beginning July 1, 2025, and ending on June 30, 2026. The agreement can be terminated by giving not less than thirty (30) days written notice of termination.

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

Funds for this agreement are budgeted for FY25 - $0

Are the funds budgeted? No. The services offered are at no cost to the Division

File Number: L0799-25

Director/Commissioner: Chief G.S. Colvin

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made and entered into by and between **Voices of Hope - Lexington, Inc.** ("VOH") and **Lexington Fayette Urban County Government** ("LFUCG") as of July 1, 2025 ("Effective Date").

WITNESSETH:

WHEREAS, VOH is a tax exempt not for profit organization that provides services to individuals for the purpose of supporting meaningful recovery from drug and alcohol addiction; and

WHEREAS, Lexington Fayette Urban County Govenment by and through the Fayette County Detention Center (FCDC) operates the detention center, as part of its mission to provide for the incarceration of adult protection of institutional safety, the delivery of a constitutional level of services to those in need and the opportunity for program participation intended to reduce the likelihood of re-incarceration; and

WHEREAS, LFUCG/FCDC has residents being served by its detention center services and desires to offer peer support services, during LFUCG/FCDC hours, for such participants; and

WHEREAS, VOH is willing to assist LFUCG/FCDC in providing these peer support services.

NOW, THEREFORE, in consideration of the mutual covenants, agreements and obligations contained herein, VOH and LFUCG/FCDC hereby agree as follows:

1. VOH will arrange for one or more of its employees to provide at LFUCG/FCDC, telehealth peer support services, including Recovery Coaching services. This will include linkage and retention program enrollments of participants that are seeking linkage and retention to medications for opioid use disorder. The dates and times will be in accordance with the LFUCG/FCDC hours, but not to exceed 40 hours. The VOH staff are required to have significant experience and training with providing peer services, are certified peer support specialists and trained recovery coaches, and will be trained, supervised, and scheduled by VOH.

2. LFUCG/FCDC will provide space for service provision and data entry, provide onsite orientation and support, as needed, and refer participants for peer services.

3. VOH will provide information to clients about SMART Recovery, SMART Friends & Family Meetings.

4. This MOU is effective as of July 1, 2025, terminating on June 30, 2026. Either party may terminate this Agreement at any time for giving at least thirty (30) days prior written notice to the other party.

5. VOH complies with the federal and state constitutions, and all applicable federal and state laws, regarding nondiscrimination. VOH provides equal opportunities for qualified persons in all aspects of its operations, and does not discriminate on the basis of race, color, national origin, ethnic origin, religion, creed, age, physical or mental disability, veteran status, uniformed service, political belief, sex, sexual orientation, gender identity, gender expression, pregnancy, marital status, genetic information, social or economic status, or whether the person is a smoker or nonsmoker, as long as the person complies with VOH policy concerning smoking.

6. Nothing in the Agreement shall be construed as an offer for payment by one or more parties to one or more other parties of cash or other remuneration, directly or indirectly, in exchange for patient referrals or arrangements or recommendations for any item or service.

7. The information provided to the Recovery Coach will be confidential, unless they are required by law to report it (e.g., in the case that one is considering harming their self or others, or that they report knowledge of child abuse or neglect). Substance use disorder records are protected under federal law, including the federal regulations governing the confidentiality of substance use disorder patient records, 42 C.F.R. Part 2, and cannot be disclosed without written consent unless otherwise provided for by the regulations.

8. LFUCG/FCDC will inform VOH 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 VOH employee is involved.

9. This MOU contains the entire agreement and understanding of the parties and supersedes all prior agreements, understandings, or arrangements (both oral and written) relating to the subject matter of this MOU.

10. The parties are separate, independent entities, and neither party is or shall be authorized to act as an agent or representative of the other. Neither party to this MOU is a partner, employee, agent or joint venture of the other. Nothing in this MOU is intended to create any relationship between the parties of any nature other than independent, contracting parties. Each party shall be responsible for its actions in connection with its performance of duties hereunder.

11. LFUCG/FCDC shall not assign any of its rights or obligations under this MOU without the prior written consent of VOH, in its sole discretion.

IN WITNESS WHEREOF, the undersigned have executed this Memorandum of Understanding as of the date first written above.

VOICES OF HOPE – LEXINGTON, INC.

By: Michelle S. Elswick

Name: Michelle S. Elswick
Title: President/CEO
Date: 06/03/2025

Lexington Fayette Urban County Government (LFUCG)

By:

Name:
Title:
Date:

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0844-25

File ID:	0844-25	**Type:**	Agenda Item	**Status:**	Agenda Ready
Version:	1	**Contract #:**		**In Control:**	Parks and Recreation
				File Created:	09/02/2025
File Name:	Pemberton Sanitary Sewer Line Easement			**Final Action:**	

Title: Authorizing conveyance of permanent easement and temporary construction easement to Pemberton Properties, LLC on Douglass Park. Pemperton Properties has proposed a payment to LFUCG of $500 for the easement. (L0844-25)(Conrad/Ford)

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	Bluesheet memo - Pemberton Sanitary Sewer Line Easement 9-2-25 - Signed UPDATED, Easement Agreement - Pembertons - LFUCG - Latest	**Enactment Number:**	
Deed #:		**Hearing Date:**	
Drafter:	Roger Daman	**Effective Date:**	

History of Legislative File

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

Text of Legislative File 0844-25

Title

Authorizing conveyance of permanent easement and temporary construction easement to Pemberton Properties, LLC on Douglass Park. Pemperton Properties has proposed a payment to LFUCG of $500 for the easement. (L0844-25)(Conrad/Ford)

Summary

Authorizing conveyance of permanent easement and temporary construction easement to Pemberton Properties, LLC on Douglass Park. Pemperton Properties has proposed a payment to LFUCG of $500 for the easement. (L0844-25)(Conrad/Ford)

Budgetary Implications [select]: Yes

Advance Document Review:

Law: Yes, Completed by Evan Thompson, 7/1/2025

Risk Management: No

Fully Budgeted [select]: Yes/Revenue

Account Number: 1101-707603-7235-46720

This Fiscal Year Impact: $500 - Revenue

Annual Impact: N/A

Project:

Activity:

Budget Reference:

Current Balance:

MAYOR LINDA GORTON

LEXINGTON

MONICA CONRAD
DIRECTOR
PARKS & RECREATION

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

FROM: _____
Monica Conrad, Director of Parks and Recreation

DATE: September 2nd, 2025

SUBJECT: Granting temporary easement to Pemberton Properties, LLC at Douglass Park for an installation of a sanitary sewer line

Request:

Council Authorization to grant a temporary easement to Pemberton Properties on Douglass Park.

Purpose:

The temporary easement is required to install a sanitary sewer line connecting improvements on Pemberton's Property at 555 Keller Court.

Budgetary Implication:

Pemberton Properties has proposed a payment to Lexington-Fayette Urban County Government of $500 for the temporary construction easement.

Are the funds budgeted?

Yes – 1101-707603-7235-46720-728

File Number: 0844-25

Director/Commissioner: Monica Conrad/Chris Ford

SANITARY SEWER LINE EASEMENT

This **SANITARY SEWER LINE EASEMENT** (the "Agreement") is made and entered into this the ____ day of _____, 2025, by and between the **LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT**, with an address of 200 East Main Street, Lexington, Kentucky 40507 ("Grantor"), and **PEMBERTON PROPERTIES, LLC**, a Kentucky limited liability company, with an address of 555 Keller Court, Lexington, Kentucky 40511 ("Grantee").

RECITALS

WHEREAS, Grantee is the fee simple owner of that certain property commonly known as 555 Keller Court, Lexington, Kentucky 40511, which is more particularly defined and described on **Exhibit A**, attached hereto and incorporated herein by reference (the "Pemberton's Property");

WHEREAS, Grantor is the fee simple owner of that certain property commonly known as 711 Scoop Brown Way, Lexington, Kentucky 40511, which is more particularly defined and described on **Exhibit B**, attached hereto and incorporated herein by reference (the "Douglas Park Property");

WHEREAS, pursuant to that certain unrecorded Memorandum of Understanding dated as of November 21, 1983, by and between Barth Pemberton and Fred Hynson, Director of the Lexington-Fayette Urban County Division of Parks and Recreation, Grantee, as successor owner of the Pemberton's Property, leases a certain parcel of Douglas Park which is more particularly referenced and labeled on **Exhibit C** as the "LFUCG Leased Parcel", which is attached hereto and incorporated herein by reference (the "Leased Parcel"; together with the Douglas Park Property and the Pemberton's Property, collectively, the "Properties" and each a "Property");

WHEREAS, for the benefit of the Pemberton's Property, Grantee desires to construct, install, lay, and operate a sanitary sewer line connecting certain improvements on the Pemberton's Property to a sanitary sewer line located on the Douglas Park Property (the new sewer line from Pemberton's Property to Douglas Park Property, as illustrated in Exhibit C, shall be referred to as "New Sanitary Sewer Line");

WHEREAS, Grantor has agreed to grant Grantee a temporary easement for the construction and installation of the New Sanitary Sewer Line burdening the Leased Parcel and the Douglas Park Property, in accordance with the terms herein;

WHEREAS, Grantor has agreed to grant Grantee a permanent easement for the use, operation, maintenance and repair of the New Sanitary Sewer Line burdening the Leased Parcel, which is more particularly defined and described on **Exhibit D**, attached hereto and incorporated herein by reference (the "Leased Area Easement");

WHEREAS, Grantor has agreed to grant Grantee a permanent easement for the use, operation, maintenance and repair of the New Sanitary Sewer Line burdening the Douglas Park Property, which is more particularly defined and described on **Exhibit E**, attached hereto and incorporated herein by reference (the "Douglas Park Easement");

WHEREAS, Grantor and Grantee desire to enter this Agreement, to establish the perpetual sanitary sewage line easement on the Leased Area Easement and the Douglas Park Easement that shall benefit the Pemberton's Property and burden both the Leased Parcel and Douglas Park Property, as applicable, with such easement more particularly depicted on **Exhibit C** (the "Easement Area"); and

WHEREAS, the Lexington-Fayette Urban County Council authorized and approved of the easements contemplated by the foregoing recitals and the terms of this Agreement by Resolution _____, passed by on _____, 2025.

WITNESSETH:

NOW, THEREFORE, in consideration of the sum of **FIVE HUNDRED AND 00/100 DOLLARS ($500.00)**, the covenants contained herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor and Grantee hereby agree as follows

1. Recitals. The foregoing recitals are material to this Agreement and are incorporated herein by reference.

2. Covenants Running with the Land. The rights and obligations created hereunder shall be deemed covenants running with the land, shall be binding upon, burden, and inure to the benefit of Grantee, as the owner of the Pemberton's Property, and each of its respective successors or assigns. The rights and obligations created hereunder shall be deemed covenants running with the land, shall be binding upon, burden, and inure to the Grantor, as the owner of the Douglas Park Property, and each of its successors or assigns. By acquiring title to any portion of any of the foregoing Properties, any owner thereof shall be subject to this Agreement and shall be deemed a party hereto who has agreed to all of the terms, covenants, easements and restrictions set forth herein to the extent the same benefit or burden any portion of such Property owned by such owner, as set forth in this Agreement. For the sake of clarity, and without limiting the responsibilities of Grantee or its

successors or assigns under this Agreement, any owner of Pemberton's Property shall be subject to the maintenance and repair requirements contained in Section 4, as well as the indemnification and insurance requirements contained in Section 6.

3. Grant of Temporary Construction Easement by and through Leased Parcel and Douglas Park Property.

a. Grantor does hereby grant, declare and convey unto Grantee, as owner of the Pemberton Property, its successors and assigns, a temporary, non-exclusive and irrevocable easement for the construction, erection, installation and laying of the New Sanitary Sewer Line on the land of Easement Area, plus approximately ten (10) additional feet on each side of the Easement Area (the "Construction Easement").

b. The foregoing Construction Easement shall run with the land until the installation and construction of the New Sanity Sewer Line is complete and is binding upon the successors and assigns of the Grantor. The Construction Easement shall take effect upon the commencement of construction of the Sanity Sewer Line and will expire upon completion of the construction and installation of the fully functional New Sanity Sewer Line by Grantee, at which time, then the perpetual easement on the Easement Area shall remain in full force and effect as set forth in Section 4.

c. Following the installation and construction of the New Sanitary Sewer Line within the Easement Area, Grantee shall restore the disturbed surface of the Easement Area to the satisfaction of Grantor's Division of Parks and Recreation Director or their designee. Furthermore, construction thereon shall not disrupt any programs located at the Douglas Park Property and the construction site shall be properly secured during the construction phase.

d. Grantee shall be solely responsible for all costs and expenses arising out of or in connection with the construction and installation of the New Sanitary Sewer Line.

e. Construction, maintenance, and repair of the New Sanitary Sewer Line shall comply with all Grantor requirements, including, without limitation, those deemed necessary by the Division of Parks and Recreation, the Department of Environmental Quality and Public Works, and the Division of Water Quality.

4. Grant of Permanent Easement by and through Leased Parcel and Douglas Park.

a. Grantor does hereby grant, declare and convey unto Grantee, as the owner of the Pemberton's Property, its successors and assigns, a perpetual, non-exclusive and irrevocable easement for the use, operation, maintenance, and repair of the New Sanitary Sewer Line on the Easement Area, with the necessary and convenient appurtenances for the transportation of water and sewage through and underneath the Easement Area owned by Grantor.

b. Grantee shall have the right to inspect, maintain, repair, replace, and operate the New Sanitary Sewer Line within the permanent easement at any time upon reasonable notice to Grantor, except in cases of emergency. Grantee shall be solely responsible for all costs and expenses arising out of the use, operation, maintenance, and repair of the New Sanitary Sewer Line. When conducting maintenance or repairs, Grantee shall restore the disturbed surface of the Easement Area to the satisfaction of Grantor's Division of Parks and Recreation Director or their designee.

c. Construction, maintenance, and repair of the New Sanitary Sewer Line shall comply with all Grantor requirements, including, without limitation, those deemed necessary by the Division of Parks and Recreation, the Department of Environmental Quality and Public Works, and the Division of Water Quality.

5. Use of Easement Property.

a. Any use of the Easement Area by Grantee shall not materially interfere with or hinder the use of the Easement Area by Grantor.

b. Any use of the Easement Area by Grantee shall be in compliance in all material respects with all applicable laws, ordinances, rules, regulations, permits, authorizations, orders and requirements.

c. Grantor shall not build or cause to be permitted to be built any building or other structure upon the Easement Area without the written consent of the Grantee hereto.

6. INDEMNITY.

a. At all times during construction, maintenance, or repair of the New Sanitary Sewer Line, Grantee shall maintain insurance coverages in at least the following amounts, which shall be properly filed and approved by the Kentucky Department of Insurance. Evidence of such coverage shall be made available to LFUCG upon request. General Liability ($1 million per occurrence, $2 million aggregate or $2 million combined single limit); Commercial Automobile Liability (combined single, $1 million per occurrence); (if applicable) Professional Liability ($1 million per occurrence, $2 million aggregate); Worker's Compensation (Statutory); and Employer's Liability ($1 million). Grantor shall be included as an additional insured on any policy required by this section.

b. Grantee shall indemnify, defend and hold harmless Grantor and its elected and appointed officials, employees, agents, volunteers, and successors in interest, from and against any and all liability, damages, and losses, including but not limited to: demands, claims, liens, suits, notices of violation from governmental agencies, 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 Grantor's performance of, or breach of this Agreement and/or the erection, installation, laying construction, operation, maintenance, repair, or use of the New Sanitary Sewer Line, 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 Grantee or its officials, employees, or agents; and (b) not caused solely by willful misconduct of Grantor.

c. Grantee understands and agrees that its obligation to defend Grantor includes the obligation to investigate, handle, respond to, resist, provide a defense for, and defend claims, at Grantee's expense, using attorneys approved in writing by the Grantor, which approval shall not be unreasonably withheld.

d. Grantee further understands and agrees that its obligation to indemnify includes, but is not limited to: attorney fees and expenses, costs of litigation, court and administrative costs, expert witness fees and expenses, judgments, fines, penalties, interest, all environmental cleanups and remediation costs of whatever kind, and any liability arising from death, injury, or damage of any kind, to any person, including employees and agents of Grantee and Grantor, and damage to, or destruction of, any property, including the property of Grantor.

e. This provision shall in no way be limited by any financial responsibility or insurance requirements and shall survive the termination of this Agreement.

7. Notices. Except for legal process which may also be served pursuant to applicable law, all notices required or desired to be given with respect to this Agreement shall be in writing and shall be deemed to have been "received" by the receiving party when hand delivered and/or, if sent by certified mail return receipt requested or by same day or overnight receipted courier service, when actually received or refused, and shall be sent to the addresses hereinabove.

8. Recording. This Agreement will be recorded in the Office of the Fayette County Clerk in Fayette County, Kentucky.

9. Governing Law. This Agreement shall be governed by and construed in accordance with the Laws of the Commonwealth of Kentucky, without regard to conflict of law principles.

10. Amendment. This Agreement may not be changed orally or in any matter other than by an agreement in writing signed by the party against whom enforcement of the change is sought.

11. Severability. If any term or provision of this Agreement, or application thereof to any person or circumstances, shall be held invalid, the remainder of this Agreement shall not be

affected thereby.

12. Party Reference. Any reference to a party or the parties hereto shall include their successors in interest and assigns.

13. No Dedication. None of the easements or rights granted herein shall be deemed to constitute a dedication to the public or any governmental authority of any easements or rights.

14. Waiver. No waiver of any provision hereof shall be deemed to imply or constitute a further waiver hereof or of any other provision set forth herein.

15. No Association. This Agreement shall not create an association, partnership, joint venture or a principal and agency relationship among the parties hereto or any invitee, occupant, tenant or licensee of the parties hereto.

16. Entire Agreement. This document contains the entire agreement between the parties hereto with respect to the subject matter hereof, and there are no other terms, conditions, promises, undertakings, statements or representations, express or implied, concerning the matters contemplated by this document.

17. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Grantor and Grantee, as owners of the Properties, and all parties having or hereafter acquiring any right, title or interest in the Properties or any part thereof, including, but not limited to, their successors and assigns.

18. Counterpart. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

CONSIDERATION. To the extent required by and solely for the purpose of satisfying KRS 382.132, the parties hereto certify that the consideration reflected herein is the actual consideration for any real estate or interest therein conveyed by this instrument. The estimated fair cash value of such real estate or interest therein is $10.00. The in-care-of tax mailing address for such real estate or interest therein is Pemberton Properties, LLC a Kentucky limited liability company, with an address of 555 Keller Court, Lexington, Kentucky 40511.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

GRANTOR:

LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT

By: _____
Signature: _____
Title: _____

COMMONWEALTH OF KENTUCKY)
)
COUNTY OF FAYETTE)

This foregoing instrument and consideration certificate was acknowledged, subscribed and sworn to before me by _____ in his or her capacity as _____ on behalf of the Lexington Fayette Urban County Government, on this the ____ day of _____, 2025.

_____
Notary Public, Kentucky, State at Large

My Commission Expires: ____/____/_____

GRANTEE

PEMBERTON PROPERTIES, LLC

_____
Janna Pemberton Schmidt
Member

COMMONWEALTH OF KENTUCKY)
)
COUNTY OF FAYETTE)

This foregoing instrument and consideration certificate was acknowledged, subscribed and sworn to before me by Janna Pemberton Schmidt, in her capacity as Member of Pemberton Properties, LLC, a Kentucky limited liability company, on this the ____ day of _____, 2025.

_____
Notary Public, Kentucky, State at Large

My Commission Expires: ____/____/_____

PREPARED BY:

_____

Dan M. Rose, Esq.
Rose Camenisch Stewart Mains
326 South Broadway
Lexington, Kentucky 40508
(859) 721-2271

Exhibit A
Pemberton's Property

That certain lot located on the East side of the Georgetown Rd., just North of the property owned and occupied by the Julius Marks Sanatorium on said pike, beginning at a point in the North property line of said Julius Marks Sanatorium with the property line of James P. Keller, 274.5 feet east of a point in the center of the Georgetown Pike on said line; thence in an easterly direction along the North line of said Sanatorium 519.5 feet more or less to Stilz's line' thence in a northerly direction along Stilz's line 330 feet to a corner to Allen's then with Allen's line in a westerly direction 333 feet; thence again with Allen's line in a southerly direction 220 feet; thence again with Allen's line in a westerly direction 137 feet to an iron pin, a new corner to Keller; thence with a new line to Keller in a southerly direction 119.5 feet to the point in the North property line of the Julius Marks Sanatorium property with Keller.

Also a perpetual easement which is a convenant running with the land to be used as a passway of ingress and egress for the owners of the foregoing property, from the Georgetown Pike over the following described property, to wit:

Beginning at a point in the center of the Georgetown Pike, said point being corner to James P. Keller and Julius Marks Sanatorium property; thence in an easterly direction to the North line of said Sanatorium 274.5 feet, more or less, to a point in said line, being the point of beginning of the description in the property hereinbefore described; thence in a northerly direction along said new Keller-Pemberton line hereinabove described 19 feet; thence in a westerly direction parallel with the easterly line, hereinabove mentioned and described 274.5 feet; thence in a southerly direction to the center of the Georgetown Pike to the point of beginning, a distance of 19 feet.

There is excepted from the foregoing description that certain tract of land and right to use the aforesaid easement conveyed by Pryor Allen Pemberton et al to Clarence I. McGaughey and Gladys P. McGaughey, his wife, by deed dated March 28, 1959, and of record in Deed Book 665, Page 577 in said Clerk's Office.

Being the same property conveyed to Pemberton Properties, LLC, a Kentucky limited liability company from Barth H. Pemberton and Judith A. Pemberton by Deed dated as of January 29, 2004, of record at Deed Book 2432, Page 301 in the office of the Fayette County Clerk.

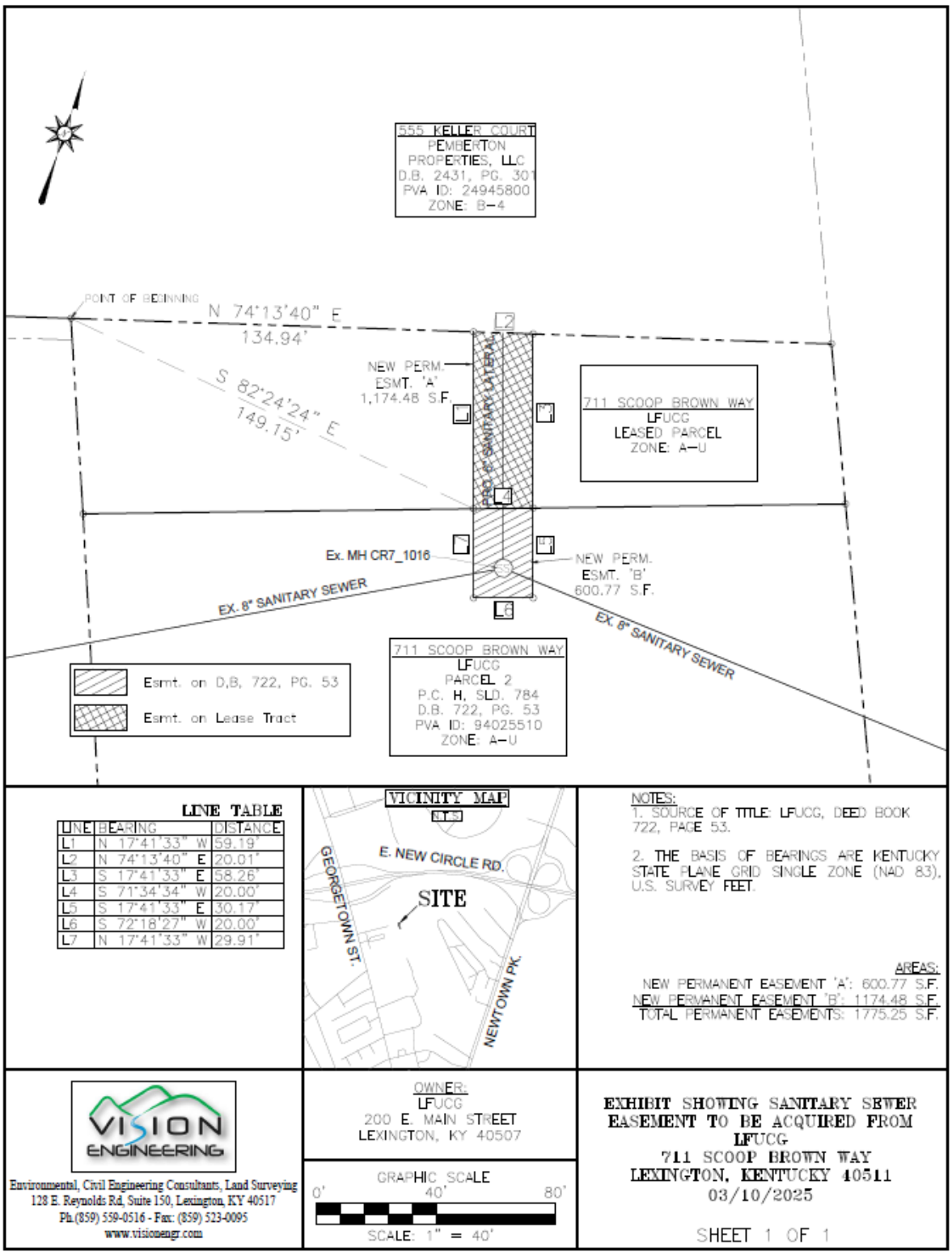
Exhibit B

Douglas Park Property

All of that real estate formerly Julius Marks Sanitorium described in three deeds of record in the Fayette County Court Clerk's Office in Deed Book 179, page 26, and Deed Book 180, page 353, and Deed Book 189, page 16.

Being the same property conveyed to Fayette County, Kentucky, by and through its agent, Fayette County Fiscal Court from the District Board of Tuberculosis Sanitorium for Fayette County, Kentucky, a Kentucky corporation, by Deed dated as of August 7, 1961, of record in Deed Book 722, Page 53 in the office of the Fayette County Clerk.

Exhibit C
Easement Area



LINE TABLE

LINE	BEARING	DISTANCE
L1	N 17°41'33" W	59.19'
L2	N 74°13'40" E	20.01'
L3	S 17°41'33" E	58.26'
L4	S 71°34'34" W	20.00'
L5	S 17°41'33" E	30.17'
L6	S 72°18'27" W	20.00'
L7	N 17°41'33" W	29.91'

NOTES:
1. SOURCE OF TITLE: LFUCG, DEED BOOK 722, PAGE 53.

2. THE BASIS OF BEARINGS ARE KENTUCKY STATE PLANE GRID SINGLE ZONE (NAD 83), U.S. SURVEY FEET.

AREAS:
NEW PERMANENT EASEMENT 'A': 600.77 S.F.
NEW PERMANENT EASEMENT 'B': 1174.48 S.F.
TOTAL PERMANENT EASEMENTS: 1775.25 S.F.

VISION ENGINEERING
Environmental, Civil Engineering Consultants, Land Surveying
128 E. Reynolds Rd, Suite 150, Lexington, KY 40517
Ph.(859) 559-0516 - Fax: (859) 523-0095
www.visionengr.com

OWNER:
LFUCG
200 E. MAIN STREET
LEXINGTON, KY 40507

GRAPHIC SCALE
0' 40' 80'
SCALE: 1" = 40'

EXHIBIT SHOWING SANITARY SEWER EASEMENT TO BE ACQUIRED FROM LFUCG
711 SCOOP BROWN WAY
LEXINGTON, KENTUCKY 40511
03/10/2025

SHEET 1 OF 1

Exhibit D
Leased Parcel Easement

aMarch 12, 2025

LFUCG LEASE TRACT PARCEL
711 SCOOP BROWN WAY
LEXINGTON, KY

BOUNDARY DESCRIPTION
20′ SEWER LINE EASEMENT

A CERTAIN PARCEL OF LAND NEAR KELLER COURT, WITHIN THE CITY OF LEXINGTON, COUNTY OF FAYETTE, COMMONWEALTH OF KENTUCKY, AND MORE PARTICULARY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WESTERNMOST CORNER OF LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT PARCEL 2 OF RECORD AT PLAT CABINET H, SLIDE 784 OF THE FAYETTE COUNTY CLERK'S RECORDS, AS CONVEYED TO LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT IN DEED BOOK 722, PAGE 53 A CORNER COMMON TO PEMBERTON PROPERTIES, LLC OF RECORD IN DEED BOOK 2432, PAGE 301; THENCE WITH THE LINE OF LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT FOR ONE (1) CALL:

1. N 74°13′40″ E A DISTANCE OF 134.94′ TO THE TRUE POINT OF BEGINNING; THENCE THE LINE OF LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT FOR ONE (1) CALL:

2. N 74°13′40″ E A DISTANCE OF 20.01′; THENCE WITH A NEW EASEMENT LINE AND BEING THROUGH THE LANDS OF THE LEXINGTON – FAYETTE URBAN COUNTY GOVERNMENT PROPERTY (TRACT BEING LEASED BY PEMBERTION PROPERTIES, LLC) FOR THREE (3) CALLS:

3. S 17°41'33" E A DISTANCE OF 58.26′;

4. S 71°34′34″ W A DISTANCE OF 20.00′;

5. N 17°41'33" W A DISTANCE OF 59.19′ TO THE BEGINNING CONTAINING 1,174.48 S.F.

THIS BEING A PORTION OF THE PARCEL CONVEYED TO LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT IN DEED BOOK 722, PAGE 53 AND DEPICTED AS PARCEL 2 OF CONSOLIDATION RECORD PLAT OF LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT OF RECORD AT PLAT CABINET H, SLIDE 784 OF THE FAYETTE COUNTY CLERK'S RECORDS.

Exhibit E
Douglas Park Easement

March 12, 2025

LFUCG PARCEL
711 SCOOP BROWN WAY
LEXINGTON, KY

BOUNDARY DESCRIPTION
20′ SEWER LINE EASEMENT

A CERTAIN PARCEL OF LAND NEAR KELLER COURT, WITHIN THE CITY OF LEXINGTON, COUNTY OF FAYETTE, COMMONWEALTH OF KENTUCKY, AND MORE PARTICULARY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WESTERNMOST CORNER OF LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT PARCEL 2 OF RECORD IN PLAT CABINET H, SLIDE 784 OF THE FAYETTE COUNTY CLERK'S RECORDS, AS CONVEYED TO LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT IN DEED BOOK 722, PAGE 53 A CORNER COMMON TO PEMBERTON PROPERTIES, LLC OF RECORD IN DEED BOOK 2432, PAGE 301; THENCE A NEW LINE THROUGH THE LANDS OF LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT (LEASED BY THE PEMBERTON PROPERTIES, LLC) FOR ONE (1) CALL:

1. S 82°24′24″ E A DISTANCE OF 149.15′ TO THE TRUE POINT OF BEGINNING OF THE 20′ SANITARY SEWER EASEMNET; THENCE WITH A NEW EASEMENT LINE FOR FOUR (4) CALLS:

2. N 71°34′34″ E A DISTANCE OF 20.00′;

3. S 17°41'33" E A DISTANCE OF 30.17′;

4. S 72°18′27″ W A DISTANCE OF 20.00′;

5. N 17°41'33" W A DISTANCE OF 29.91′ TO THE BEGINNING CONTAINING 600.77 S.F.

THIS BEING A PORTION OF THE PARCEL CONVEYED TO LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT IN DEED BOOK 722, PAGE 53 AND DEPICTED AS PARCEL 2 OF CONSOLIDATION RECORD PLAT OF LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT OF RECORD AT PLAT CABINET H, SLIDE 784 OF THE FAYETTE COUNTY CLERK'S RECORDS.

4901-5504-0080, v. 1

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0904-25

File ID:	0904-25	**Type:**	Agenda Item	**Status:**	Agenda Ready
Version:	1	**Contract #:**		**In Control:**	Parks and Recreation
				File Created:	09/12/2025
File Name:	Castlewood ADA Access and Sport Court Design Change Order #1			**Final Action:**	

Title: Authorization to execute change order #1 with TSW, Inc. for additional design work on LFUCG Castlewood ADA Access and Sport Court Design (Contract# 116-2025). The increased amount is $38,400 bringing the new contract total to $75,300. Funds are budgeted. (L0904-25)(Conrad/Ford)

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	CO1 Cover Memo Castlewood TSW with File Number - Signed, Castlewood ADA - Change Order #1, Contract 116-2025	**Enactment Number:**	
Deed #:		**Hearing Date:**	
Drafter:	Roger Daman	**Effective Date:**	

History of Legislative File

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

Text of Legislative File 0904-25

Title

Authorization to execute change order #1 with TSW, Inc. for additional design work on LFUCG Castlewood ADA Access and Sport Court Design (Contract# 116-2025). The increased amount is $38,400 bringing the new contract total to $75,300. Funds are budgeted. (L0904-25)(Conrad/Ford)

Summary

Authorization to execute change order #1 with TSW, Inc. for additional design work on LFUCG Castlewood ADA Access and Sport Court Design (Contract# 116-2025). The increased amount is $38,400 bringing the new contract total to $75,300. Funds are budgeted. (L0904-25)(Conrad/Ford)
Budgetary Implications [select]: Yes

Advance Document Review:

Law: No

Risk Management: No

Fully Budgeted [select]: Yes

Account Number: 1105 707602 7221 91015

This Fiscal Year Impact: $38,400

Annual Impact: No

Project: CASTLEWOOD_2023

Activity: RENOVATE

Budget Reference:

Current Balance: $194,436.40

LINDA GORTON
MAYOR

LEXINGTON

MONICA CONRAD
DIRECTOR
PARKS & RECREATION

TO: Todd Slatin
Director of Central Purchasing

FROM: Monica Conrad, Director
Division of Parks and Recreation

DATE: 9/18/2025

SUBJECT: Change Order #1 with TSW for additional work on the Castlewood Park ADA Access and Sport Court Design project.

Request

Authorization to Execute Change Order #1 with TSW for additional design work on LFUCG Castlewood ADA Access and Sport Court Design (Contract# 116-2025). The increased amount is $38,400.00 bringing the new contract total to $75,300.00.

This change order is to pay TSW to complete design work required to improve the Community Center entrance for ADA compliance.

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

The cost for this FY is: $38,400.00
The cost for future FY is: $0.00
The funds are budgeted in:
Account numbers:

PROJECT	FUND	DEPT ID	SECTION	ACCOUNT	AMOUNT
CASTLEWOOD_2023/RENOVATE	1105	707602	7221	91015	$38,400.00
Total					$38,400.00

File Number: 0904-25
Director/Commissioner: Conrad/Ford

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
CONTRACT CHANGE ORDER
Page 1 of 2

	Date:	**September 5, 2025**	
	Project:	ADA Access and Sport Court Renovation Design	
	Location:	Castlewood Park	
To: Bryan Bays, TSW, 1447 Peachtree St., Ste. 850, Atlanta, GA 30309	Contract No.	116-2025	
	Original Contract Amt.	$36,900.00	
	Cumulative Amount of Previous Change Orders		
	Percent Change - Previous Change Orders		0.00%
	Total Contract Amount Prior to this Change Order	$36,900.00	
	Change Order No.	1	

You are hereby requested to comply with the following changes from the contract plans and specif icatio;

Current Change Order

Item No.	Description of changes-quantities, unit prices, change in completion date, etc.	Decrease in contract price	Increase in contract price
1	Cons tructiondocuments		$16,900.00
2	Historic Preservation Documentation		$2,000.00
3	Permitting		$1,800.00
4	Bidding Assistance		$1,900.00
5	Construction Administration		$14,000.00
6	As-Built Drawings		$1,800.00
	Total decrease	$0.00	
	Total increase		$38,400.00
	Net Amount of this Change Order	$38,400.00	
	New Contract Amount Including this Change Order	$75,300.00	
	Percent Change - This Change Order		104.07%
	Percent Change - All Change Orders		104.07%

The time provided f orthe completion in the cont ractand all provis ionsof the contract will apply hereto.

This Change Order shall have a zero (0) ca lendar day t ime extension.

Recommended by:	(Project Manager)	Date 9·11·25
Reviewed / Accepted by:	(Consultant)	Date 9.4.25
Accepted by: N/A	(Contractor)	Date
Approved by:	(Director)	Date 9-11-25
Approved by: N/A (Less than 5%)	(Commissioner)	Date
Approved by: N/A (Less than 5%)	(Mayor or CAO)	Date

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
CONTRACT CHANGE ORDER
Page 1 of 2

	Date:	**September 5, 2025**	
	Project:	ADA Access and Sport Court Renovation Design	
	Location:	Castlewood Park	
To: Bryan Bays, TSW, 1447 Peachtree St., Ste. 850, Atlanta, GA 30309	Contract No.	116-2025	
	Original Contract Amt.	$36,900.00	
	Cumulative Amount of Previous Change Orders		
	Percent Change - Previous Change Orders		0.00%
	Total Contract Amount Prior to this Change Order	$36,900.00	
	Change Order No.	1	

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

Current Change Order

Item No.	Description of changes-quantities, unit prices, change in completion date, etc.	Decrease in contract price	Increase in contract price	
1	Construction documents		$16,900.00	
2	Historic Preservation Documentation		$2,000.00	
3	Permitting		$1,800.00	
4	Bidding Assistance		$1,900.00	
5	Construction Administration		$14,000.00	
6	As-Built Drawings		$1,800.00	
	Total decrease	$0.00		
	Total increase		$38,400.00	
	Net Amount of this Change Order	$38,400.00		
	New Contract Amount Including this Change Order	$75,300.00		
	Percent Change - This Change Order			104.07%
	Percent Change - All Change Orders			104.07%

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

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

Recommended by:	(Project Manager)	Date 9.11.25
Reviewed / Accepted by:	(Consultant)	Date 9.11.25
Accepted by: N/A	(Contractor)	Date
Approved by:	(Director)	Date 9-11-25
Approved by: N/A (Less than 5%)	(Commissioner)	Date 9/11/25
Approved by: N/A (Less than 5%)	(Mayor or CAO)	Date

JUSTIFICATION FOR CHANGE	PROJECT: Castlewood Park ADA Access and Sport Court Renovation
	CONTRACT NO. 116-2025
	CHANGE ORDER #:1

1. Additional professional services to improve Communtiy Center for ADA compliance.

2. Is proposed change an alternate bid? ___Yes _X__No

3. Will proposed change alter the physical size of the project? ___Yes _X__No

   If "Yes", explain.

4. Effect of this change on other prime contractors: None

5. Has consent of surety been obtained? _X__Yes ___Not Necessary

6. Will this change affect expiration or extent of insurance coverage? ___Yes _X__No

   If "Yes", will the policies be extended? ___Yes ___No

7. Effect on operation and maintenance costs: None

8. Effect on contract completion date: None

_____ Mayor

_____ Date

SCOPE OF SERVICES

Design Services Amendment 1 Castlewood Park, Lexington KY

A. Project Information

PROJECT UNDERSTANDING

The Consultant will provide services to include design, construction bid set, and construction administration for the accessible parking, entrance to the Castlewood Community Center, and access to the ADA playground. The work will include the following design elements:

1. Upgrade the existing (2) parking spaces to meet ADA requirements.
2. Provide an accessible route to the main entrance of the Community center and 2 adjacent entrances.
3. Provide an accessible patio area near the front entrance with shade cover, and steps for seating.
4. Provide an accessible route to the playground area to the south of the community center.
5. Update building signage to standard sign.
6. If possible, increase main door to 36" wide opening, and change the door to a left hinge door.
7. Specify an ADA compliant automatic door opener.
8. Repaint existing doors to city standard color.

DESIGN SCHEDULE (APPROX. WEEKS)

Construction Plans (2 weeks)
Bid Documents (2 weeks)
Permitting (4 weeks)
Bidding (1 weeks)
Construction Phase (2 months)

ASSUMPTIONS

- Plans will be developed using the existing survey provided by the City.
- The City will provide their standard front-end specification for use in the bid package.
- This plan set will be developed as a unit cost bis set.
- All building modifications will be specified as design build.

EXCLUSIONS

- Subsurface utility investigation or utility design.
- Lighting, Civil Engineering, irrigation design, and structural engineering.
- As built drawings.
- Traffic studies.

B. Basic Services

1.0 **CONSTRUCTION DOCUMENTS:** TSW will develop construction plans that include both detailed and performance landscape plan specifications for design elements. We will produce a preliminary concept based on owner input for review and final comment. Following approval, we will develop the 100% Construction Plans considering any permitting comments and final City changes. The current survey does not include underground utility information. TSW will provide coordination with the city's utility surveyor, under separate contract with he city, to document the relevant utilities.

1.1.1 **Deliverables:** (Digital PDF)

- Utility documentation coordination
- Preliminary concept
- 100% Construction Plans
    - Site Drawings
        - Demolition plans
        - Erosion Control (if required)
        - Layout plans
        - Grading plans
        - Landscape Plans
        - Details
    - Architecture drawings (limited to plan notes for building element upgrades)
    - Design specifications + Plan Notes
- Meetings: (1)

2.0 **HISTORIC PRESERVATION DOCUMENTATION:** TSW will develop viewshed rendering of the proposed changes to the f house across the "front" lawns for submittal to historic preservation.

3.0 **PERMITTING:** The design team will submit permits for all design elements of the project as required by applicable jurisdiction authorities. This work will include submitting plans, responding to questions, and plan modifications to address comments. The City will be responsible for paying any applicable permitting fees.

4.0 **BIDDING ASSISTANCE:** Consultant will assist the Owner during bidding by answering contractor questions, evaluating bids, and making a bid selection recommendation.

4.1.1 Deliverables

- Bid Q/A
- Bid evaluation +recommendation.

5.0 **CONSTRUCTION ADMINISTRATION:** TSW will work closely with the City's in-house CA professionals through Construction Administration, representing the design team on the Owner's behalf to

ensure compliance with the contract documents, solve problems in the field, and manage cost for construction changes. 3-month construction duration. Duties include:

- **Deliverables**
  - Attend bi-monthly OAC meetings including kick off and final punch.
  - Review unforeseen issues in the field on a timely basis to keep construction moving.
  - Review and approval of Pay Applications
  - Site inspections and field reports for design review
  - Change order RFP's
  - Change order review and approval.
  - Submittal review and approval
  - RFI review
  - ASI production
  - Substantial completion punch walk
  - Final completion review
  - Close out documents review
  - Warrantee review
  - Meetings included: 1 construction kickoff meeting, 2 OAC meetings (1 in person), and 1 final punch walk

6.0 **AS BUILT DRAWINGS:** TSW will provide as built drawings in CAD format based on the contractor's redlined drawings and field markups. Our drawings will rely on the accuracy of the contractor's field notes and not include any field surveying.

FEE

The professional fees are based on the construction scope and construction budgets described in *Scope of Services*.

The work described herein is priced as a package including design work for the park sites and planning and design work for the trail connections. Tasks 1-4 will be completed for a **LUMP SUM** fee of **$38,400 EXCLUSIVE OF EXPENSES**. Expenses will be billed monthly at direct cost. Task 5.0 CA has a 2-month duration from construction kick off. Extension of construction beyond that time will require additional series. All work outside this scope of services will be approved in writing before commencing work.

FEE DETAIL

1.0. Construction Documents	$16,900	Lump Sum
2.0. Historic Preservation Documentation	$2,000	Lump Sum
3.0. Permitting	$1,800	Lump Sum
4.0. Bidding Assistance	$1,900	Lump Sum
5.0. Construction Administration	$14,000	Lump Sum
6.0. As Built Drawings	$1,800	Lump Sum
Total Lump Fees	**$38,400**	**Lump Sum**

PURCHASE OF SERVICE AGREEMENT

THIS PURCHASE OF SERVICE AGREEMENT, made and entered into on the 25th day of April 2025, by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the COMMONWEALTH OF KENTUCKY created pursuant to KRS Chapter 67A ("LFUCG"), 200 East Main Street, Lexington, Kentucky 40507, and Tunnell-Spangler-Walsh & Associates, Inc. d/b/a TSW, a Kentucky corporation, ("Organization") with offices located at 110 West Vine Street, Suite 300, Lexington, KY 40507.

W I T N E S S E T H

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

1. EFFECTIVE DATE; TERM. This Agreement shall commence on April 1, 2025 and shall last for a period of 1 year(s) unless terminated by LFUCG at an earlier time.

2. RELATED DOCUMENTS. This Agreement shall consist of the terms herein as well as the following additional documents, which are attached hereto as exhibits and incorporated herein by reference as if fully stated:

a. Exhibit "A" – LFUCG RFP #3-2025
b. Exhibit "B" – Consultant Proposal

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

3. SCOPE OF SERVICES. Organization shall perform the services outlined in the attached Exhibit "A" – LFUCG RFP #3-2025 for LFUCG in a timely, workmanlike and professional manner (the "Services").

4. PAYMENT. LFUCG shall pay Organization a total amount not to exceed Thirty-Six Thousand, Nine Hundred dollars ($36,900) for the performance of the Services. Such payments shall be made monthly after project deliverables have been completed, as outlined in Exhibit "A." The funds are limited to the services provided herein and may not be spent by the Organization for any other purpose without the prior written consent of LFUCG. Absent any additional written agreement stating otherwise any travel or other expenses are included in the above payment.

a. LFUCG shall make payment under this Agreement upon timely submission of an invoice(s) from Organization specifying that the Services have been performed, accompanied by data satisfactory to LFUCG to document entitlement to payment for the Services performed to date. LFUCG shall have thirty (30) days from the date of receipt of the invoice to pay the invoice amount. LFUCG reserves the right to refuse payment if it is determined by LFUCG that the Services performed, or materials provided for the Services are inadequate or defective.

b. LFUCG also reserves the right to reject any invoice submitted for services more than sixty (60) days after the services were rendered.

5. TERMINATION. LFUCG, through the Mayor or the Mayor's designee, may terminate this Agreement for any reason whatsoever by providing Organization with at least thirty (30) days advance written notice. Organization shall be entitled for payment of all work performed up to that period of time, calculated on a reasonable basis.

a. In the event of a termination based upon a material condition of non-performance or default by Organization, LFUCG shall provide Organization advance written notice and a reasonable period of time to cure the breach.

b. Organization may only terminate this Agreement based upon LFUCG's failure to timely pay for properly invoiced and accepted work. Organization shall provide LFUCG with at least thirty (30) days advance written notice and an opportunity to cure prior to termination.

c. Organization acknowledges that LFUCG is a governmental entity, and that the validity of this Agreement is based upon the availability of appropriated funding. In the event that such funding is not appropriated in a future fiscal year, LFUCG's obligations under this Agreement shall automatically expire without penalty to the LFUCG thirty (30) days after written notice to Organization. LFUCG shall exercise any application of this provision in good faith.

6. REPORTING. Organization shall provide LFUCG with timely reports and updates related to the provisions of the Services in the form and manner reasonably specified by LFUCG.

7. REGISTRATION; COMPLIANCE; AUTHORITY TO SIGN. Organization shall be lawfully registered or authorized to do business in the Commonwealth of Kentucky and Lexington-Fayette County and shall at all times comply with any and all applicable federal, state, and local laws, ordinances, and regulations. LFUCG may request proof that Organization has timely filed federal, state, or local tax forms which shall be provided by Organization on a timely basis. The person signing this Agreement on behalf of Organization is fully authorized to do so.

8. INSURANCE; INDEMNITY.

The risk management provisions of RFP No. 3-2025 are incorporated herein by reference as if fully stated. Copies of the required Certificates of Insurance shall be provided to the LFUCG as required therein.

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

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

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

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

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

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

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

clients and shall be posted at all locations where Organization conducts business. The policy shall be made available to LFUCG upon request.

14. **INVESTMENT**. Any investment of the funds received pursuant to this Agreement must fully comply with any restrictions imposed by law.

15. **NO ASSIGNMENT**. Organization may not assign any of its rights and duties under this Agreement without the prior written consent of LFUCG.

16. **NO THIRD PARTY RIGHTS.** This Agreement does not create a contractual relationship with or right of action in favor of a third party against either Organization or LFUCG.

17. **KENTUCKY LAW AND VENUE.** This Agreement shall be governed in all respects by the laws of the Commonwealth of Kentucky and venue for all actions shall lie in the Circuit Court of Fayette County, Kentucky.

18. **AMENDMENTS.** By mutual agreement, the parties to this Agreement may, from time to time, make written changes to any provision hereof. Organization acknowledges that LFUCG may make such changes only upon approval of its legislative authority, the Lexington-Fayette Urban County Council, and the signature of its Mayor.

19. **NOTICE.** Any written notice required by the Agreement shall be delivered by certified mail, return receipt requested, to the following:

For Organization:

Tunnell-Spangler-Walsh & Associates, Inc. d/b/a TSW
110 West Vine Street, Suite 300
Lexington, KY 40507

For Government:

Lexington-Fayette Urban County Government
200 East Main Street
Lexington, Kentucky 40507
Attn: Parks and Recreation, Tim Joice

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

21. **ENTIRE AGREEMENT.** This Agreement shall constitute the entire agreement between the parties and no representations, inducements, promises or agreements, oral

or otherwise, which are not embodied herein shall be effective for any purpose. This Agreement shall replace any previous agreement between the parties on the same subject matter.

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

LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT

BY: Linda Gorton
LINDA GORTON, MAYOR

ATTEST: MacKenzie Stock
Clerk of the Urban County Council
Deputy

ENTITY

BY: Bryan Bays
Bryan Bays, Principal, TSW

ATTEST: Eloisa De Leon Gonzalez
WITNESS:
DATE: 04.08.2025

ELOISA DE LEON GONZALEZ
NOTARY PUBLIC
FULTON COUNTY, GEORGIA
MY COMMISSION EXPIRES
JULY 14, 2025

EXHIBIT "A"

Lexington/Fayette Urban County Government
Addendum for Services

EXHIBIT "B"

Consultant Proposal

MEMORANDUM OF AGREEMENT

THIS AGREEMENT is made and entered into this day by and between **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT** (existing under the laws of the Commonwealth of Kentucky, (hereinafter referred to as **"AFFILIATING AGENCY"**) and **FAYETTE COUNTY PUBLIC SCHOOLS, KENTUCKY** (hereinafter referred to as **"SCHOOL"**).

Purpose: The purpose of this agreement is to establish guidelines and responsibilities for the clinical education component and/or off-campus educational experiences for students in the Fayette County Public Schools' EMT Program.

General Responsibilities:

1. The school does not discriminate based on race, color, religion, national origin, marital status, disability, gender, sexual orientation, age, or political affiliation.
2. Student assignments planned by the instructor in consultation with the appropriate supervisory personnel will be designed to meet the educational needs of the students in accordance with the available opportunities and experiences.
3. Clinical schedules and/or off campus educational experiences shall be in accordance with the School's and the Affiliating Agency's standard operating procedures.
4. It is understood and agreed to by all parties that students and faculty of the school system are not employees or agents of the Affiliating Agency. As such, they are not entitled to wages, workers' compensation, medical or liability insurance, or any other employee benefits for activities related to the clinical experience provided for under this agreement.
5. Students are not entitled to jobs with the Affiliating Agency upon program completion.
6. School and Affiliating Agency shall establish the eligibility parameters for student participation in the clinicals and these parameters will be reviewed annually.

School Responsibilities:
Faculty Will:

1. Become familiar with the Affiliating Agency and its policies prior to activation of student experiences;
2. Be responsible for planning student experiences in consultation with appropriate agency representatives;
3. Be responsible for supervising and/or coordinating student experiences to facilitate optimum client care, evaluation of student performance is ultimately the responsibility of the instructor of record;
4. Assist with the orientation of agency personnel to the aims, objectives and educational methods of the EMT Program;
5. Be covered, and require students to be covered by limited professional liability and general liability insurance with minimum limits of $2,000,000.00 per occurrence and $4,000,000.00 aggregate while assigned to the clinical areas of the Affiliating Agency;
6. Provide student orientation to and require compliance with standards of conduct and dress set by the Affiliating Agency;
7. Require students to have health screening and evaluations required by the Affiliating Agency prior to beginning in the facility;
8. Remove without notice any student from the clinical area for violation of the Affiliating Agency's policies, standards or procedures when such violations present a danger to patients, staff, visitors, or the premises;
9. Provide training to the student prior to assignment to the clinical area in the U.S. Occupational Safety and Health Administration (OSHA) guidelines on bloodborne pathogens and the use of standard precautions and the HIPAA privacy requirements;
10. Plan with agency representatives to evaluate the program as needed and,
11. If required by the Affiliating Agency, conduct criminal background checks and/or drug screening on all students and verify negative status of the Kentucky Board of Nursing Abuse check on all students if applicable prior to the clinical date.

Affiliating Agency Responsibilities
Affiliating Agency will:

1. Serve as a laboratory in which students may be assigned for educational purposes;
2. Provide staff time for planning with faculty for suitable student experiences;
3. Provide faculty orientation to the Agency's setting and its polices;
4. Retain full responsibility for the care of patients;
5. Provide personal protective equipment, e.g. gloves, masks, etc., to students to enable them to practice standard precautions and other safety procedures, and
6. Render any necessary emergency care to students as is available onsite. Students are responsible for any cost incurred unless and until another party is found to be responsible.

Duration and Review

This Memorandum of Agreement shall be effective from the date of its execution and shall be reviewed annually. Subject to such revisions as are mutually agreeable at the time of annual review, the agreement is automatically renewable each year subject to termination by either party. Either party may terminate the agreement at the end of any year (as measured from the date of the execution) upon written notice of at least ninety (90) days in advance.

Students participating in a clinical affiliation and/or off-campus educational experience at a facility at the time of notice of termination shall be given the opportunity to complete their educational experiences at the facility, such completion shall not exceed six months.

Linda Gorton

Mayor of Lexington-Fayette Urban Government

5/9/25

Date

BBradford

Dr. Bill Bradford
FCPS Assistant Superintendent

hools Signature

3-27-25

Date

ADDENDUM

1. It is the school's responsibility to require each student to be in compliance with State regulations for communicable disease vaccinations, including diphtheria/tetanus toxoid (every ten years) and measles (after 1980). Also, students must have received a negative tuberculosis PPD skin test (Mantoux) within the past year, and a Hepatitis B vaccination or declination (to be paid by the student). The student must have this completed before beginning the program and authorize the release of this medical information to the Facility prior to the clinical experience. Students must know Body Substance Isolation as recommended by the Centers for Disease Control (CDC) and have Bloodborne Pathogens Standard regulations. Vaccination, skin testing and training records will be provided to the facility upon request.

2. In the event of injury and/or illness to school faculty, student, and/or clinical supervisor while participating in the clinical experience which requires immediate medical attention for the individual, the individual will be referred by the clinical instructor to the emergency room of the facility and/or to the individual's private physician for follow up care, if necessary. Documentation of the illness or injury will be forwarded to the school upon request with the individual.

3. The school agrees to ensure that the assigned student has appropriate health insurance and professional liability insurance at a rate of $2,000,000 per occurrence, $4,000,000 in the aggregate, and provide documentation of the same to the hospital. Students shall be responsible for their own medical expenses.

4. Any information concerning a patient's condition, treatment, personal affairs of records shall be kept confidential. Students must be frequently reminded of their responsibility for protecting patient information. It is the school's responsibility to make the student aware that even casual conversation with other employees, students or faculty members may be overheard, thereby violating the patient's right to privacy. Not only is the release of patient information (deliberate or accidental) unethical, but also could subject the student, school, and the facility to legal charges.

WAIVER AND STATEMENT OF UNDERSTANDING

I, _____, having applied for enrollment in the EMT Program offered by Fayette County Public Schools, I understand and agree to the following:

1. STUDENTS PARTICIPATING IN THIS PROGRAM MAY BE EXPOSED TO SITUATIONS OR SUBSTANCES THAT COULD ENDANGER THEIR HEALTH OR SAFETY, AND I AGREE TO HOLD THE FAYETTE COUNTY BOARD OF EDUCATION, ITS MEMBERS, AND EMPLOYEES OF THE FAYETTE COUNTY SCHOOL DISTRICT, HARMLESS FROM ANY INJURIES RESULTING FROM MY PARTICIPATION IN CLINICAL EXPERIENCES AT AN AFFILIATING CLINIC OR AGENCY (AN AFFILIATING CLINIC OR AGENCY IS DEFINED AS ONE WHICH HAS CONTRACTED WITH THE FAYETTE COUNTY BOARD OF EDUCATION TO PROVIDE CLINICAL EXPERIENCE FOR STUDENTS PARTICIPATING IN A HEALTHSCIENCE PATHWAY, EXCEPT FOR SUCH INJURIES AS ARE CAUSED BY NEGLIGENCE OF FAYETTE COUNTY SCHOOL DISTRICT EMPLOYEES.

2. The program requires a period of assigned, guided clinical experience in long-term care nursing facilities in addition to classroom content.

3. This clinical experience is assigned by the instructors for its educational value and no payment (wages) will be earned or expected.

4. I will be a guest within the clinical facility and will conduct myself accordingly. All known rules and regulations of the facility will be followed.

5. For educational purposes and practice on "live" models, I consent in allowing other students to practice procedures upon me, as I will practice these same procedures on them under the guidance and direct supervision of my instructor. The nature and educational objective of these procedures will be explained to me. No guarantees or assurances will be given by anyone as to any problem that might be incurred as a result of these procedures.

6. I will adhere to the policies, rules and regulations of the affiliating agency or clinic, the Fayette County Board of Education, specifically including the Student Code of Conduct for the Fayette County Public Schools. I understand my failure to adhere to any of these policies and rules may result in my dismissal from the program. I further realize the utmost importance of regular attendance and being in class in time to receive the clinical experiences provided.

7. INFORMATION REGARDING A PATIENT OR FORMER PATIENT IS CONFIDENTIAL AND IS TO BE USED ONLY FOR CLINICAL PURPOSES WITHIN AN EDUCATIONAL SETTING.

8. I may come in contact with the ill and disabled in institutional settings, and I may be required to work with clinical specimens, I UNDERSTAND, THEREFORE, THAT I WILL BE RESPONSIBLE FOR FOLLOWING CERTAIN SPECIFIED SAFETY PRECAUTIONS.

9. The educational experience and knowledge gained during the program do not necessarily entitle me to a job.

10. Any action on my part inconsistent with the above requirements may warrant suspension of my training.

11. The Fayette County Board of Education does not have any policy of insurance that would cover medical expenses or costs for injuries incurred while participating in the program.

12. The clinical facility is not responsible for any medical expenses of students participating in the program.

13. The Fayette County Board of Education recommends that all students participating in this program have medical and hospitalization insurance.

I HAVE READ THE ABOVE AND AGREE TO THESE CONDITIONS FOR ENROLLMENT.

_____ _____

Date **Student Signature**

To be signed by the legal guardian if the student is a minor:

As legal guardian of _____, I agree to his/her participation in the clinical experience provided at affiliating agencies or clinics. I understand the identity of the affiliating agencies or clinics may vary during my child's participation in this program. I further understand and agree to all conditions set out in this document.

_____ _____

Date **Parent/Guardian Signature**

Please fill out the entire form. Contracts sent to the John D. Price Building for signatures are subject to a 10-day turnaround. Please plan accordingly. Signed copies to be kept in the originating office.

AGREEMENT SUMMARY FORM

Person Sending Agreement to Legal: Dr. Meghan Wood
Vendor Name/Number: Lexington-Fayette Urban County Government
Topic of Agreement: Student learning through ride time
Amount of Agreement: NA Org: Obj: Proj:
Type of Agreement:
MOI/MOA

Specifications:

- Related to Software **(Requires Data Sharing Agreement)**
  - If yes, Incident IQ ticket number_____
- Related to an Extended Field Trip Request

(Charter buses, out of town/overnight trips)

  - Extended Field Trip Request Sent On:
- Over $40,000 **(Requires Board Approval)**
  - If yes, is this a grant? YES NO
  - If yes, was a bid/RFP solicited or do you have a determination number? YES NO
    If yes, attach the determination sheet or bid/RFP tabulation sheet.
    If no, contact the Purchasing Department.
  - Do you need the original back? YES NO

***An Executive Summary Form must accompany this form if the contract is over $40,000. Contracts will not be added to the board agenda without a completed Executive Summary Form.**

Any contractor permitted access to school grounds on a regularly scheduled and continuing basis pursuant to a written agreement providing services directly to a student or students as part of a school-sponsored program or activity must submit to a national and state criminal history background check by the Department of Kentucky State Police and the Federal Bureau of Investigation and a Child Abuse and Neglect background check provided by the individual, from the Cabinet for Health and Family Services ("CHFS") stating the contractor is eligible to hire prior to beginning work.

Contractors must register at https://dna.fcps.net/Contractors before beginning work. For more information, please visit https://www.fcps.net/contractors or call the FCPS Application Center at (859) 381-4190.

PLEASE SEND ALL CONTRACTUAL AGREEMENTS TO:
EMILY PALMER OR CAROLINE HELLARD IN THE LEGAL OFFICE

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0906-25

File ID:	0906-25	**Type:**	Agenda Item	**Status:**	Agenda Ready
Version:	1	**Contract #:**		**In Control:**	Mayor's Office
				File Created:	09/12/2025
File Name:	KY Veterans Hall of Fame PSA			**Final Action:**	

Title: Authorization execute a Purchase of Service Agreement with the Kentucky Veterans Hall of Fame to hold their 2026 and 2027 Induction Ceremonies in Lexington at a cost of $30,000. The agreement begins on July 1, 2026 for a period of 24 months. Funds are budgeted. (L0906-25) (Cammack/Scott)

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	Kentucky Veterans Hall of Fame Agreement Memo 26-27, Lexington Contract 2026 2027	**Enactment Number:**	
Deed #:		**Hearing Date:**	
Drafter:		**Effective Date:**	

History of Legislative File

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

Text of Legislative File 0906-25

Title

Authorization execute a Purchase of Service Agreement with the Kentucky Veterans Hall of Fame to hold their 2026 and 2027 Induction Ceremonies in Lexington at a cost of $30,000. The agreement begins on July 1, 2026 for a period of 24 months. Funds are budgeted. (L0906-25)(Cammack/Scott)

Summary

Authorization execute a Purchase of Service Agreement with the Kentucky Veterans Hall of Fame to hold their 2026 and 2027 Induction Ceremonies in Lexington at a cost of $30,000. The agreement begins on July 1, 2026 for a period of 24 months. Funds are budgeted. (L0906-25)(Cammack/Scott).

Budgetary Implications [select]: Yes

Advance Document Review:

Law: { Select Yes, Completed by [Scott Jones, 9/12/2014]}

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

Fully Budgeted [select]: Yes
Account Number: 1101-133003-0001-71299
This Fiscal Year Impact: $30,000.00
Annual Impact: $N/Z
Project:
Activity:
Budget Reference:
Current Balance: $51,000.00

TO: Mayor Linda Gorton
Urban County Council

FROM: Craig Cammack, Dep Dir of Communications & Community Outreach Liaison

CC: Tyler Scott, Chief of Staff

DATE: September 12, 2025

SUBJECT: Purchase of Service Agreement – 2026 & 2027 Kentucky Veterans Hall of Fame Ceremonies

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Request

Request Council authorization to execute a Purchase of Service Agreement with the Kentucky Veterans Hall of Fame to hold their 2026 and 2027 Induction Ceremonies in Lexington. The term of this agreement starts on July 1, 2026 and lasts for a period of 24 months. LFUCG will provide a total of $30,000 in funding for the two years of events. In the event of termination, a portion of compensation for services rendered is due to the Foundation. Events typically include an induction announcement and parachute drop, as well as induction dinner and induction ceremonies. LFUCG received sponsor recognition and a table at the dinner.

There have been 27 Fayette County residents inducted into the Kentucky Veterans Hall of Fame, and the organization has held their events in Lexington since 2018.

Reason for Request

The Kentucky Veterans Hall of Fame celebrates and honors veterans who have continued to serve the public, once honorably leaving the military. It is important Lexington continues to improve and showcase support of veterans, and being the home of induction ceremonies helps in this endeavor.

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

The cost for this FY is: $30,000

The cost for future FY is: N/A

Are the funds budgeted? The funds are budgeted.

Account number: 1101-133003-0001-71299

File Number: 0906-25

Director/Commissioner: Tyler Scott, Chief of Staff

PURCHASE OF SERVICE AGREEMENT

THIS PURCHASE OF SERVICE AGREEMENT, made and entered into on the _____ day of _____ 2025, by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT,** an urban county government of the COMMONWEALTH OF KENTUCKY created pursuant to KRS Chapter 67A ("Government"), and **KENTUCKY VETERANS HALL OF FAME FOUNDATION, INC.**, a Kentucky nonprofit corporation ("Foundation") with a principal address of PO Box 1446, Florence, Kentucky 41042.

W I T N E S S E T H:

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

1. Government hereby employs Foundation for the period beginning on July 1, 2026, and continuing for a period of twenty-four (24) months from that date, unless within that period Government gives the Foundation thirty (30) days written notice of termination of this Agreement, in which case this Agreement shall terminate thirty (30) days from the date notice is given to the Foundation.

2. The Foundation shall commit to the following provisions pursuant to this Agreement:

   a. Hold the KY Veterans Hall of Fame announcement and induction events in Lexington for the next two years (in 2026 and in 2027);
   b. Provide sponsorship recognition to Government in promotional materials;
   c. Publicly recognize Lexington as the host City of the Kentucky Veterans Hall of Fame; and
   d. Provide Government with one table at induction ceremonies.

3. Government shall pay Foundation the sum of Thirty Thousand Dollars ($30,000.00), which shall be used exclusively for the services required by this Agreement, said services being more particularly described in paragraph 2.

4. In the event of termination of this Agreement by Government as provided for in paragraph 1 above, Foundation shall be entitled to that portion of total compensation due under this Agreement as the services rendered bears to the services required hereunder.

5. Foundation's cancellation of an induction ceremony shall result in the return of 50% of the funds distributed to Foundation by Government. Cancellations made under this provision by Foundation shall be made to Government by written notice and payment of the funds due to be returned.

6. If Foundation postpones (instead of cancels) an induction ceremony, Foundation may retain the distributed funds for the subsequent ceremony. However, the ceremony may not be postponed for more than 12 months.

7. Foundation shall perform all duties and services required by this Agreement faithfully and satisfactorily at the time, place and for the duration prescribed herein. Foundation shall keep itself fully informed of all national and state laws and all municipal ordinances and regulations in any manner affecting the work or performance of this Agreement, and shall at all times observe and comply with such laws, ordinances and regulations, whether or not such laws, ordinances or regulations are mentioned herein, and shall indemnify Government, its officers, agents and employees against any claim or liability arising from and based on the Foundation's violation of any such laws, ordinances or regulations.

8. Foundation represents that it is not required to file federal, state or local income tax returns.

9. The Foundation shall, at the end of each year, submit to Government a report containing a summary of activities related to the services set forth in this agreement.

10. Insurance; Indemnity

(a) At all times relevant to the performance of this Agreement, Foundation shall maintain insurance coverages in at least the following amounts, which shall be properly filed and approved by the Kentucky Department of Insurance. Evidence of such coverage shall be made available to LFUCG upon request. General Liability ($1 million per occurrence, $2 million aggregate or $2 million combined single limit); Commercial Automobile Liability (combined single, $1 million per occurrence), only if Organization utilizes automobiles in the performance of this Agreement; Professional Liability ($1 million per occurrence, $2 million aggregate) (if applicable); Worker's Compensation (Statutory); and Employer's Liability ($1 million).

(b) Foundation shall indemnify, defend and hold harmless LFUCG and its elected and appointed officials, employees, agents, volunteers, and successors in interest, from and against any and all liability, damages, and losses, including but not limited to: demands, claims, liens, suits, notices of violation from governmental

agencies, 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 Foundation's performance of, or breach of this 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 Foundation or its officials, employees, or agents; and (b) not caused solely by willful misconduct of LFUCG.

(c) Foundation understands and agrees that its obligation to defend LFUCG includes the obligation to investigate, handle, respond to, resist, provide a defense for, and defend claims, at Foundation's expense, using attorneys approved in writing by the LFUCG, which approval shall not be unreasonably withheld.

(d) Foundation further understands and agrees that its obligation to indemnify includes, but is not limited to: attorney fees and expenses, costs of litigation, court and administrative costs, expert witness fees and expenses, judgments, fines, penalties, interest, all environmental cleanups and remediation costs of whatever kind, and any liability arising from death, injury, or damage of any kind, to any person, including employees and agents of Foundation and LFUCG, and damage to, or destruction of, any property, including the property of LFUCG.

(e) This provision shall in no way be limited by any financial responsibility or insurance requirements and shall survive the termination of this Agreement.

(f) Foundation understands that LFUCG is a political subdivision of the Commonwealth of Kentucky and acknowledges and agrees that LFUCG is unable to provide indemnity or otherwise save, hold harmless, or defend the Foundation in any manner.

11. Books of accounts shall be kept by the Foundation and entries shall be made therein of all money, goods, effects, debts, sales, purchases, receipts, payments and any other transactions of the Foundation. The books of accounts, together with all bonds, notes, bills, letters and other writings belonging to the Foundation, shall be maintained at the principal place of business of the Foundation as set forth in this Agreement. Government shall have free and complete access to the books, papers, and affairs of the Foundation at all reasonable times.

12. Government may designate such persons as may be necessary to

monitor and evaluate the services rendered by the Foundation. The Government, its agents and employees, shall, at all times, have unrestricted access to all places where or in which the services required hereunder are being carried on and conducted. Inspection and monitoring of the work by these authorities shall in no manner be presumed to relieve in any degree the responsibility or obligations of Foundation, or to constitute Foundation an agent of the Government.

13. The right of access guaranteed Government and/or persons designated by the Government in clauses 11 and 12 of this Agreement shall not provide Government or persons designated by the Government access to any material within the possession of the Foundation that is confidential or privileged pursuant to any applicable statute, ordinance, rule or regulation.

14. Foundation shall provide equal opportunity in employment for all qualified persons and shall (a) prohibit discrimination in employment because of race, color, creed, national origin, sex, age, sexual orientation or gender identity, or handicap, (b) promote equal employment and (c) cause each of its subcontracting agencies to do so. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices. Foundation agrees to comply with Government's Fairness Ordinance (Ordinance No. 201-99) and all sources of applicable law.

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

16. This instrument and any Addendums or Amendments incorporated herein contain the entire agreement between the parties, and no statement, promises or inducements made by either party or agent of either party that is not contained in this written Agreement shall be valid and binding; and this Agreement may not be enlarged, modified or altered except in writing signed by the parties and endorsed hereon.

17. Any investment of the funds received pursuant to this Agreement must fully comply with any restrictions imposed by law.

18. Foundation shall comply with the audit requirements of 200 CFR Part 200, Subpart F, if applicable. LFUCG shall also have the option to request an audit of all revenue and expenditures related to this Agreement. If such an audit is requested by LFUCG, the audit shall be conducted by independent certified public

accountants at Foundation's expense, who shall express an opinion as to whether or not revenue and expenditures during the year audited have conformed to state and local law and regulation. For any audit performed, including a 200 CFR Part 200 audit, a copy of the audit, or clean audit opinion letter from an independent certified public accountant, shall be submitted to LFUCG upon request.

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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

BY: _____
LINDA GORTON, MAYOR

KENTUCKY VETERANS HALL OF FAME

BY: H. B. Weatherage
ITS: CEO

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0909-25

File ID:	0909-25	**Type:**	Agenda Item	**Status:**	Agenda Ready
Version:	1	**Contract #:**		**In Control:**	Water Quality
				File Created:	09/16/2025
File Name:	Incentive Grant Friends of Wolf Fun			**Final Action:**	

Title: Authorization to approve an FY26 (Class A Neighborhood) Stormwater Quality Projects Incentive Grant for Friends of Wolf Run, Inc. in the amount of $48,183.75 to support the FY26 stream buffer stewardship program activities within the Wolf Run watershed. Funds are budgeted. (L0909-25) (Martin/Albright)

Notes: RIO 9/18/2025. MS

Sponsors:		**Enactment Date:**	
Attachments:	Blue Sheet, FY 2026 FOWR - Council Map, FY26 Class A Neigborhood FOWR_signed by Grantee	**Enactment Number:**	
Deed #:		**Hearing Date:**	
Drafter:	Christina King	**Effective Date:**	

History of Legislative File

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

Text of Legislative File 0909-25

Title

Authorization to approve an FY26 (Class A Neighborhood) Stormwater Quality Projects Incentive Grant for Friends of Wolf Run, Inc. in the amount of $48,183.75 to support the FY26 stream buffer stewardship program activities within the Wolf Run watershed. Funds are budgeted. (L0909-25)(Martin/Albright)

Summary

Authorization to approve an FY26 (Class A Neighborhood) Stormwater Quality Projects Incentive Grant for Friends of Wolf Run, Inc. in the amount of $48,183.75 to support the FY26 stream buffer stewardship program activities within the Wolf Run watershed. Funds are budgeted. (L0909-25)(Martin/Albright)

Budgetary Implications [select]: Yrs

Advance Document Review:

Law: Yes J. Todd Henning 09/16/25

Risk Management: No

Fully Budgeted [select]: Yes

Account Number: 4052-303204-3373-78112

This Fiscal Year Impact: $48,183.75

Annual Impact: $

Project: WQINCENTIVE_26

Activity: WQ_GRANT

Budget Reference:

Current Balance: $3,069,789.13

MAYOR LINDA GORTON

LEXINGTON

CHARLES H. MARTIN, P.E.
DIRECTOR
WATER QUALITY

TO: Mayor Linda Gorton
Urban County Council

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

DATE: September 9, 2025

SUBJECT: Recommendation for an FY26 (Class A Neighborhood) Stormwater Quality Projects Incentive Grant for Friends of Wolf Run, Inc. (FOWR)

Request

The purpose of this memorandum is to request approval of an FY26 (Class A Neighborhood) Stormwater Quality Projects Incentive Grant for Friends of Wolf Run, Inc. (FOWR), in the amount of $48,183.75.

Purpose of Request

The purpose of the project is to support the FY26 stream buffer stewardship program activities within the Wolf Run watershed. FOWR and its partners seek funding to restore and expand vegetative stream buffers, providing pollutant filtering, bank stability, water quality conditioning, floatable control, and temperature moderation through creek shading, as well as addressing invasive alien plant infestations and offering aesthetic and habitat improvements to neighborhoods within the Wolf Run watershed. Funds are requested for plant materials, landscaping supplies and equipment, service contracts, training and support, printing, GIS Data Collection, signage, and communications.

Project Cost in FY26 and in Future Budget Years

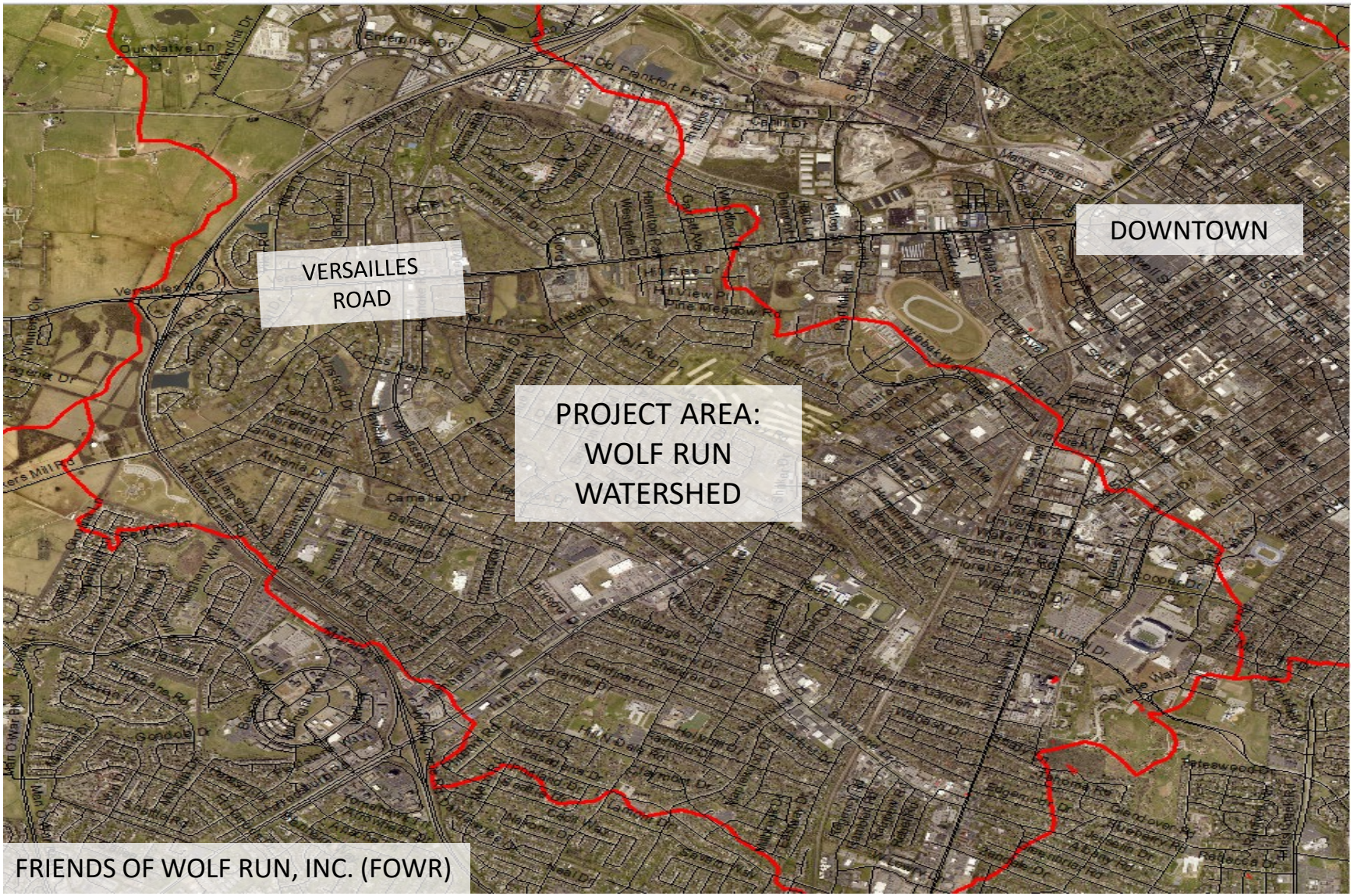
The grant has been approved for FY 2026 funding by the Water Quality Fees Board in the amount of $48,183.75.

Are Funds Budgeted

Funds are budgeted in: 4052 – 303204 – 3373 – 78112 – WQINCENTIVE_26 – WQ_GRANT

Martin/Albright

Stormwater Quality Projects Incentive Grant Program



GRANT AWARD AGREEMENT

Fiscal Year 2026 Class A Incentive Grant Program

THIS AGREEMENT, made and entered into on the _____ day of _____, 20___, by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the Commonwealth of Kentucky, pursuant to KRS Chapter 67A (hereinafter "Government"), on behalf of its Division of Water Quality, and **FRIENDS OF WOLF RUN, INC., 639 CARDINAL LANE, LEXINGTON, KENTUCKY 40503,** (hereinafter "Grantee").

W I T N E S S E T H:

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

WHEREAS, the Grantee represents directly or indirectly a group of single-family residences in Fayette County who are fee-payers of the Government's Water Quality Management Fee; and

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

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

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

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

(1) The Government hereby grants the Grantee the sum of **$48,183.75** (hereinafter "the Grant"), for use in implementing the project elements as listed in Attachment A which is incorporated herein by reference as if fully set out herein.

(2) The Grantee agrees to match the Grant with contributions, labor, and other services equal to or greater than 20% of the total project cost.

(3) The Grantee agrees to use the Grant only for the activities set forth in Attachment A.

(4) The Grantee agrees to perform periodic reporting as detailed in Paragraph (5) herein below, and provide to the Government a Project Final Report, in digital and hard copy, within thirty (30) calendar days of the completion of the project elements following a standardized format to be provided by the Government summarizing all work completed and detailing the total grant expenditures.

(5) The Grant to the Grantee shall be disbursed in the following manner:

(a) The Grantee shall submit, at least once every three (3) months, a *Grant Reimbursement Form* and a *Request for Funds*, in standardized format provided by the Government, to the Government's Grant Manager designated by the Director of the Division of Water Quality for the project. The *Request for Funds* shall include documentation that the Grantee has already expended the requested funds or shall be in a position to expend properly the requested funds within thirty (30) days of receipt of the funds. The *Request for Funds* shall include full accounting of all eligible grant-related expenses, as listed in Attachment A. Copies of invoices, purchase orders, or receipts showing vendor, date, amount, and items purchased or ordered shall be provided with the *Request for Funds*.

(b) Each *Request for Funds* shall include documentation of all of the Grantee's Match Costs listed in Attachment A and claimed for the prior period. Each *Request for Funds* shall include a minimum of 10% cost share. For cash expenditures, this shall include receipts, showing vendor paid, date, amount, and items purchased. For volunteer hours, this shall include sign-in sheets describing the events with signatures, name, address, time in and time out (or length of event), for each participant (volunteers must be 12 years of age or older). For mileage, this shall include driver name, type of vehicle, location to and from, date, and miles driven.

(c) Each *Request for Funds* shall be accompanied by a *Project Status Report*, in a standardized format provided by the Government, describing the progress of the project to date, including a description and schedule of all activities completed, and hardcopy or electronic copies of materials completed and/or used to date. For educational events (if applicable), copies of the class sign-in sheets documenting the number of attendees shall be provided.

(d) The Government's Grant Manager shall review each *Request for Funds* and supporting documents for compliance with the terms of this Agreement and the guidelines of the Stormwater Quality Projects Incentive Grant Program. If the Government's Grant Manager finds the Grantee's *Request for Funds* is in compliance with the terms of this Agreement and the Program's guidelines and that the activity progress and management program of the Grantee satisfy the terms of this Agreement, he or she shall approve the *Request for Funds* within 15 days of receipt, and then forward it to the Division of Accounting for payment.

(e) Should the Government's Program Administrator determine that the Grantee is not in compliance with the terms of this Agreement and/or the Stormwater Quality Projects Incentive Grant Program, including deficiencies in progress and/or management of the project, the Division of Water Quality shall notify the Mayor's Office and the appropriate district Council person and shall meet with the Grantee on matters that prevent approval of the *Request for Funds*. Failure to resolve any such matters to the satisfaction of the Government may lead to termination of the Agreement for cause pursuant to Paragraph (25) herein below.

(f) The Government shall release payment of the final 10% of the Grant only after receipt and acceptance of the Project Final Report. The Government's Grant Manager shall review the Project Final Report and provide comments to the Grantee within 15 calendar days or, if acceptable, forward approval to the Division of Accounting for payment.

(6) For any project which includes installation of permanent capital infrastructure as listed in Attachment A (not to include individual rain barrels, small rain gardens, and pond equipment), the Grantee agrees to meet all design standards specified in the Government's Engineering Manuals and/or as further described in Attachment A in the design of all Grant-funded improvements. This includes all associated activities including but not limited to erosion and sediment control, traffic control, utility relocations, seeding, etc. The Grantee further agrees to design the facilities in such a way as not to preclude the potential for future water quality / quantity monitoring by the Government.

(7) For any project which includes installation of permanent capital infrastructure as listed in Attachment A, the Grantee agrees to provide in hard copy and electronic format the following deliverables as they become available, each sealed by a Professional Engineer licensed in the Commonwealth of Kentucky (or Registered Landscape Architect when allowed by Kentucky Revised Statutes 323A.010):

- Design calculations;
- Final construction plans, including erosion and sediment control plans, traffic control plans, grading plans, etc.;
- Final specifications and bidding documents (if applicable);
- Detailed engineer's construction cost estimate including quantities;
- Inspection, Operation, and Maintenance Plan laying out the plan for regular inspection and maintenance of each proposed facility for design performance and safety in accordance with manufacturer's specifications and the Government's Stormwater Manual;
- Copies of all federal, state, and local permits, approvals, encroachments, etc. obtained for the project;
- Record Drawing showing all field changes, and signed and sealed by the professional of record certifying the project as shown meets all original design intent;
- Photo documentation of site conditions and improvements before, during, and after construction.

(8) For any project which includes installation of permanent capital infrastructure listed in Attachment A, the Grantee shall provide, by the end of the design phase, certification by a Professional Engineer or Registered Landscape Architect licensed in Kentucky that all stormwater control facilities proposed for this project are feasible and viable Best Management Practices (BMPs) for controlling stormwater quality and/or quantity and are appropriate for the project site.

(9) The Grantee and Property Owner agree that any and all stormwater control facilities, including equipment and infrastructure, constructed or purchased with Grant monies shall remain the property of the Grantee, or the current property owner, or his successors and assigns, unless otherwise noted in Attachment A.

(10) The Grantee and Property Owner agree that all stormwater control facilities, including equipment and infrastructure shall remain in service and maintained by the Grantee or its representatives and the Property Owner for at least the Service Life listed in the Inspection, Operation, and Maintenance Plan developed for each facility referenced in Paragraph (7) above. For capital infrastructure, the Grantee and Property Owner further accepts and agrees to enter into the "*Agreement to Maintain Stormwater Control Facilities Funded by an LFUCG Class A Stormwater Quality Projects Incentive Grant*" attached hereto as Attachment B and which is incorporated herein by reference as if fully set out herein.

(11) The Grantee agrees, and all individual property owners with grant-funded improvements installed on their properties shall agree, to allow the Government access to perform monitoring of the project elements for compliance with this Agreement.

(12) The Grantee agrees to comply with all applicable local, state, and federal rules, regulations, ordinances, and laws in implementation of the project.

(13) The Grantee agrees to obtain all necessary local, state, and federal permits and approvals in a timely manner and prior to the start of any work requiring such permits or approvals.

(14) The Grantee agrees to obtain written approval from the Government's Grant Manager or Program Administrator for any proposed changes to the Project Team or Project Plan as listed in Attachment A prior to implementing the changes. Failure to gain written approval prior to making changes may lead to termination of the Agreement for cause pursuant to Paragraph (25) herein below.

(15) The term of this Agreement shall be from the date of this Agreement until completion of the project outlined herein. The Grantee agrees to complete the project within **24** months from the date of this Agreement. The Grantee agrees to obtain written approval from the Government's Grant Manager and Program Administrator for any time extensions beyond the

grant period. Failure to gain written approval prior to making changes may lead to termination of the Agreement for cause pursuant to Paragraph (25) herein below.

(16) The Grantee understands that the Grant shown herein in Paragraph (1) is a not-to-exceed amount, and any additional funding needed to complete the project elements listed in Attachment A is the responsibility of the Grantee. If it becomes apparent to the Grantee or the Government that the Grantee will be unable to complete the project either in the manner or for the amount described in this Agreement, then the Grantee must immediately notify the Government's Grant Manager and Program Administrator by providing a complete and detailed written explanation of its inability to comply with the terms of the Agreement. The Grantee must further provide the Government's Grant Manager and Program Administrator with a complete and detailed written explanation of any proposed changes, and the reasons for those changes.

(17) The Grantee asserts that it is an incorporated organization registered in active status with the Commonwealth of Kentucky Secretary of State, and is in full compliance with all applicable provisions of the Lexington-Fayette Urban County Government's Code of Ordinances Chapter 5 – Buildings and Building Regulations, Chapter 7 – Finance and Taxation, Chapter 12 – Housing, and Chapter 16 – Sewage, Garbage, Refuse, and Weeds, or in compliance with Kentucky Department of Housings Buildings and Construction rules and requirements as is appropriate for those state institutions, parcels, or buildings which are subject to state regulations and oversight as opposed to local ordinances and regulations. If the Grantee becomes out of compliance with any of these provisions, it will contact the Government's Program Administrator immediately. Failure to resolve any such matters to the satisfaction of the Government may lead to termination of the Agreement for cause pursuant to Paragraph (25) herein below.

(18) This Agreement may not be modified except by written agreement of the Government and the Grantee.

(19) In any advertisement of the grant-funded project, whether oral or written communications, the Grantee agrees to identify the Lexington-Fayette Urban County Government as the source of the above referenced funds; the Grantee shall not specifically identify any individual or elected official as being responsible for the funds donated by the Government.

(20) The Grantee agrees to allow the Government to publicize the Grantee's project through the Government's website and other media.

(21) The Grantee agrees to reference the Lexington-Fayette Urban County Government's Water Quality Management Fee and the Stormwater Quality Projects Incentive Grant Program as a source of funding for the project on any permanent signage or educational brochures, presentations, websites, etc. produced using grant monies.

(22) The Grantee is solely responsible for assuring that adequate and appropriate insurance or other necessary coverage is maintained during the term of this Agreement.

(23) The Grantee shall provide equal opportunity in employment as required by applicable federal, state, and local laws, regulations, and ordinances.

(24) The Government assumes no responsibility whatsoever in the Grantee's project activities. Grantee and Property Owner shall defend, indemnify, and hold harmless the Government from and against any and all liability, claims, damages, losses, actions, costs, expenses, obligations, fines, and assessments of whatever kind, including defense costs and attorney's fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, in whole or in part, from or by Grantee's or Property Owner's contractor(s), agents, or assigns, negligent acts or misconduct, or errors or omissions, or in any way connected with the activities carried out pursuant to this Agreement, the Grant award, or the Stormwater Quality Projects Incentive Grant Program.

(25) If, through any cause, the Grantee or Property Owner shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if the Grantee or Property Owner shall violate any of the covenants, agreements, or stipulations of this Agreement, the

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

(26) The Grantee's sole remedy for a breach of this Agreement by the Government shall be limited to the amount of the Grant.

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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

BY: _____

LINDA GORTON, MAYOR

ATTEST:

_____

CLERK, URBAN COUNTY COUNCIL

Grantee Organization: **FRIENDS OF WOLF RUN, INC.**
639 CARDINAL LANE
LEXINGTON, KENTUCKY 40503

BY: Kenneth B. Cooke

NAME: Kenneth B. Cooke

TITLE: Treasurer

The foregoing Agreement was subscribed, sworn to and acknowledged before me by Kenneth B Cooke, as the duly authorized representative for and on behalf of Friends of Wolf Run INC, on this the 8th day of September, 2025.

My commission expires: 3-4-2029.

NOTARY PUBLIC

JORDAN STAFFORD
COMM. EXP. 03/04/2029
NOTARY PUBLIC
COMM #: KYNP24067
STATE AT LARGE, KENTUCKY

ATTACHMENT A
to the GRANT AWARD AGREEMENT
between Lexington-Fayette Urban County Government (LFUCG) and
Friends of Wolf Run, Inc. (FOWR)

GRANT PROGRAM

2026 Stormwater Quality Projects Incentive Grant Program
Class A Neighborhood Projects

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

PROJECT TEAM AND CONTACT INFORMATION

Grantee Organization:
Friends of Wolf Run, Inc. (FOWR)
639 Cardinal Lane
Lexington, KY 40503
KY Organization #0612068

Organization President:
Bruce Hutcheson, President
859-619-2233 (phone)
bhutches54@gmail.com (email)

Primary Project Contact & Project Manager:
Ken Cooke, Treasurer
859-940-8234 (phone)
creekgeek4@gmail.com (email)

Secondary Project Contact:
Lisa Collins Ph.D.
859-797-0011 (phone)
friend@wolfrunwater.org (email)

Individual Project Key Stewards (see Project Steward's list)

Project Steering Committee:
Dr. Jerry Wisenfluh, University of Kentucky
Will Overbeck, Plant Ecologist
Jean Watts, Wetland Specialist
Jannine Baker, Native Plant Specialist

PROJECT PLAN ELEMENTS

Friends of Wolf Run Inc. and its partners seek funding to address aquatic life, primary and secondary contact recreational use support in Wolf Run and its tributaries by carrying out a "Stream Buffer Restoration" campaign to restore and expand vegetative stream buffers to provide pollutant filtering, bank stability, water quality conditioning, floatables control and temperature moderation through shading the creek, address invasive alien plant infestations and provide aesthetic and habitat improvements to our neighborhoods.

Funds are requested for plant materials, landscaping and support supplies and equipment, service contracts, training and support, printing, GIS Data Collection, signage and communications.

A. **Program Elements**: Ongoing community involvement through steward-planned work activities will identify and recruit volunteers from the neighborhoods adjacent to particular parks, greenways, or other public spaces. This will be accomplished by engaging residents in a progressive level of involvement through the following components.

1) ***Conducting Stream Walks*** and educational outings along portions of the stream and inviting area residents via e-mail, door-to-door flyers, post cards and/or neighbor-to-neighbor personal invitations. During stream walks we discuss water quality, habitat and stream side buffer issues and management strategies with the residents. We discuss and seek approval for a remediation plan for the stream from those participating.

2) ***Planning Trash Cleanup Days*** – usually light litter pickups and trash removal and invasive control.
3) ***Attacking Invasive Plants via "Bushwhacking Parties"*** – Using hand tools to remove bush honeysuckle, garlic mustard, multi-flora rose, and Japanese Knot Weed. These activities involve treating cut shrubs with herbicide in accordance with practices developed by the Invasive Plant Working Group. These activities are to provide neighborhood volunteers with firsthand experience in dealing with invasive plants.
4) ***Follow up Native Plantings*** using volunteers to install perennials, shrubs, and trees according to a planting plan to acquaint neighborhood residents with appropriate plant choices.
5) ***Bringing in the "Big Kahuna"*** – once the neighborhood fully understands the process, LFUCG, Friends of Wolf Run, and others can then proceed with the full-scale invasive control and native plantings with newfound understanding and support from neighborhood leadership.
6) ***Engaging stewardship volunteers*** willing to provide maintenance support for established buffers, controlling invasives, carrying out infill planting, litter control and educational activities for their neighborhoods.
7) ***Education and Outreach*** through distribution of "Living Along Kentucky Streams" and a "Stream Buffer Brochure" produced by the University of Kentucky Cooperative Extension Service at work days, when promoting events and door to door distribution to stream side property owners. Installing educational signage on site.
8) ***Effectiveness Monitoring:*** Continuing water quality checks for field parameters, (Dissolved Oxygen, pH, Temperature and Conductivity) plant community health surveys, and photographic surveys.
9) ***Clearly marking stream buffer improvement areas*** with fiberglass posts and educational signs.
10) ***Documenting areas under management*** through careful mapping and GIS datasets sharable with LFUCG, Commonwealth of Kentucky and regional research institutions.
11) ***Enjoying our waterways*** by supervised outings and educational stream visits.

B. Individual Projects, Stewards, and Cooperating Organizations by Project Area: This project incorporates support for nine (9) project sites, planting support and distribution, and overall administration and coordination (eleven 11), as listed below.

1) **Preston's Cave Spring Woodland Stream Buffer Repair**: Jerry Weisenfluh, Key Steward, Skybax Ecological Support Key Contractor.
2) **Valley Park**: Jerome Higgenbotham, Key Steward, Adonya Boyle, Cleanup Coordinator.
3) **Pine Meadow Neighborhood Park and Right of Way Buffer Maintenance**: Project Personnel: Julie Marfell, Key Steward, Pine Meadow Neighborhood Association.
4) **Gardenside Park**: Kristine Goggin, Key Steward, Gardenside Neighborhood Association, Partners.
5) **Tobit's Trace Spring Garden**: St. Raphael's Episcopal Church on Cardinal Run: Laura Daughtery, Key Steward; Skybax Ecological Services, Contractor.
6) **Big Elm Fork of Vaughn's Branch Neighborhood Greenway Stream Buffer**: Jennifer Erena, Key Steward; EcoGro Contractor.
7) **Plant Material Propagation/Distribution**: Jannine Baker, Native Plant Specialist; Craig Lock, Support Services.
8) **Administration, finance, grant management, fiend support**: Ken Cooke, Project Administrator, Friends of Wolf Run, Friends of Wolf Run Board of Trustees.

REPORTING REQUIREMENTS

In addition to the reporting requirements outlined in the Grant Award Agreement, the following special items are noted for this project:

1. The Organization shall submit copies of the herbicide application plan to the LFUCG Grant Manager and the Division of Environmental Services prior to work beginning.

2. All attachments to Requests for Funds & Project Status Reports shall reference the associated line in Table 2 – Eligible Expenses.

PERMANENT FACILITIES / INFRASTRUCTURE

Permanent Capital Infrastructure: This grant does include Permanent Capital Infrastructure for purposes of the Grant Award Agreement.

Future Inspection and Maintenance: The Organization (and / or Property Owner) agrees to sign and abide by the terms of the *Agreement to Maintain Stormwater Control Facilities Funded by an LFUCG Class A Stormwater Quality Projects Incentive Grant* included as Attachment B to the Grant Award Agreement. At the end of project, the Organization may choose to: a) enter into the Agreement with LFUCG and assume responsibility for maintenance, or b) enter into the Agreement with LFUCG for responsibility to ensure maintenance and enter into a second private agreement with the property owners to perform the future maintenance.

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

SITE / ACCESS (FOR STEWARDSHIP ACTIVITIES)

If work is to be performed on private property (including LFUCG-owned), the Organization is responsible to obtain written authorization from the affected property owner(s) allowing such access. No permanent feature (including plantings), shall be placed upon private property without prior signed authorization from the owner. The written authorization(s) shall be provided to the LFUCG Grant Manager prior to work commencing.

ADDITIONAL GRANT STIPULATIONS

1. Tree plantings shall be coordinated with existing utilities prior to planting, and if possible, trees shall not be planted within 10' of an existing utility. Encroachment agreements shall be obtained when working within any public or private utility areas.
2. Tree removal and planting activities shall be reviewed and approved by the Division of Environmental Services Urban Forester and/or Arborist prior to any tree removal or planting activities.
3. Applicant shall obtain written approval/agreement prior to work being done on properties not owned by the Applicant.
4. Applicant shall verify the need and ensure all permits are received (i.e., FEMA, Army Corps, KDOW, etc.) prior to any streambank stabilization work.
5. The project shall not proceed with field work until written approval to proceed is obtained from the Grant Administrator or Director of Water Quality, because of the potential for conflict with future LFUCG projects.
6. Applicant shall obtain encroachment agreements for each public site from the Division of Environmental Services.
7. Organization proposes a larger cost share beyond that required by the grant program. Budget shall reflect the 29.16% cost share offered in the application (approximately $19,838.20).

GRANT PERIOD & PROJECT SCHEDULE

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

TABLE 1 – PRELIMINARY PROJECT SCHEDULE

Activity	Schedule
Approval of Grant Award Agreement and Notice to Proceed (NTP)	Anticipated February 2026
Convening of project steering committees	Within 1 Month of NTP, end of February 2026
Approval of work plan by property managers	Within 1 Month of NTP
Conduct Stream Walks in new project areas	April 2026
Conduct Stream Clean Up and Trash Removal	April 2026, October 2027
Conduct Invasive Plant Removal Workdays	April 2026, October 2027
Conduct native plant installations	May 2026 - November 2027
Follow-up workdays in existing riparian areas	May 2026 - October 2027
Provide Project Final Report to LFUCG	December 31, 2027

PROJECT BUDGET – GRANT ELIGIBLE EXPENSES

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

Any work performed on this project prior to Grant Award by the Urban County Council and Notice to Proceed from the LFUCG Grant Manager is not an eligible expense and shall not be reimbursed or counted toward the cost share. The Supplemental Project Element Information section lists Individual Project Budgets generated from the grant application and are included for informational purposes only. Table 2 remains the official list of Eligible Expenses for this project.

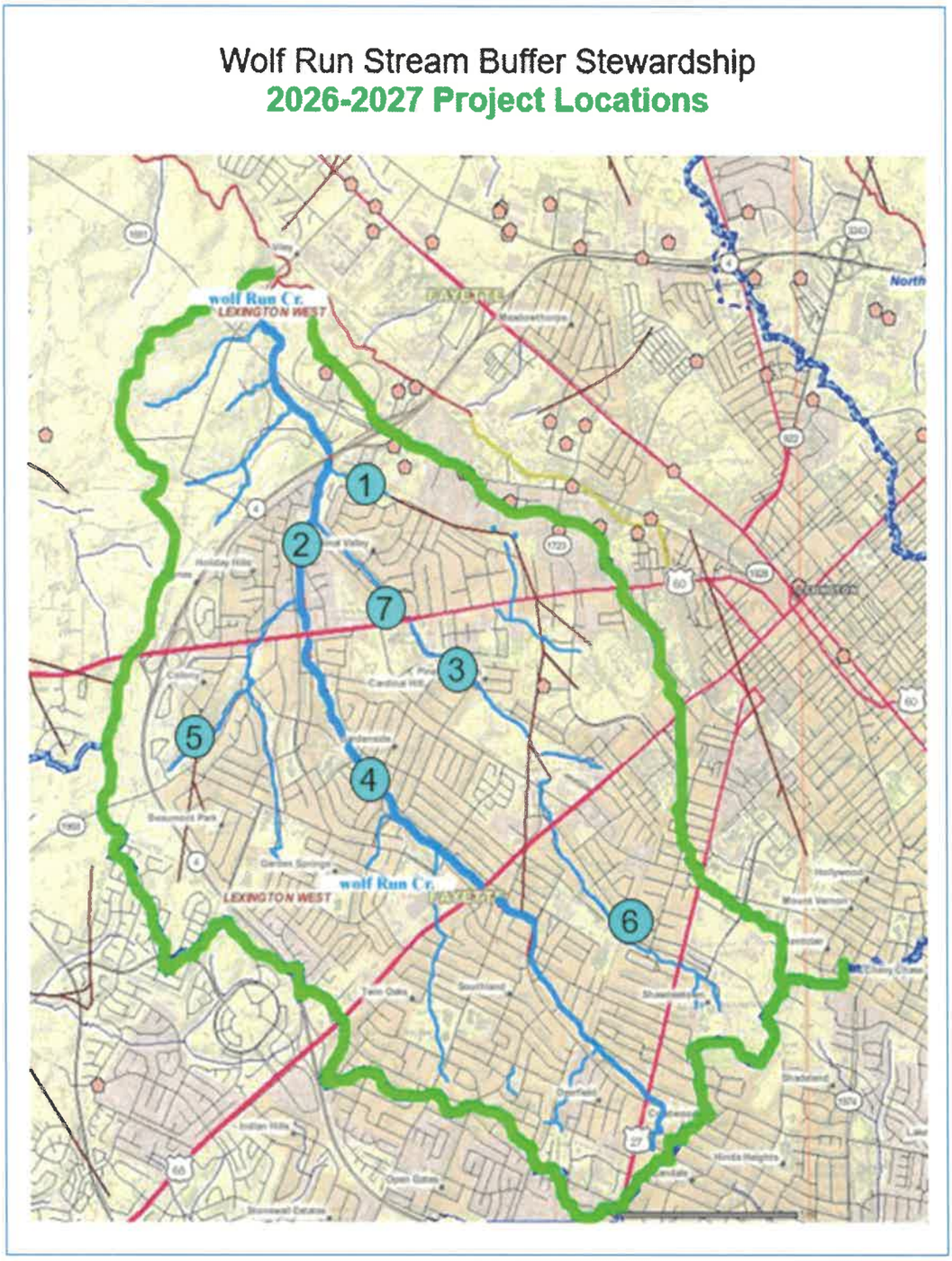
Hours worked by participants under the age of 12 shall not be counted toward the cost share.

Donated professional service hours shall be valued at the Median Hourly Wage for the service provided as published by the U.S. Department of Labor, Bureau of Labor Statistics, State Occupational Employment and Wage Estimates for Kentucky (current website: http://www.bls.gov/oes/current/oes_ky.htm).

TABLE 1 – ELIGIBLE EXPENSES/COMBINED BUDGET (FROM APPLICATION)

Line No.	Type of Expense	Participants	Item	Unit Price		Quantity	Funded by Organization	Funded by Grant	Total Expense
1	Contracted Services	Landscaping contractors	Invasive Control, Analysis, follow up maintenance, herbicide applications, Training	Varies	Per Task	Varies	$ 1,406.25	$ 31,188.75	$ 32,595.00
2	Donated Professional Services	Native Plant Specialist	Plant material selection, training, planning, GIS, installation and supervision	Varies per donor	Per Hour	160	$ 5,326.95	$ -	$ 5,326.95
3	Field Days	Friends of Wolf Run Trustees	Field Trip for Project Participant and Key Stewards	$ 250.00	Per Event	2	$ 250.00	$ 250.00	$ 500.00
4	GIS Services	E.S.R.I.	ArcMap Pro Non-Profit License for GIS Specialist	$ 100.00	per year	2	$ -	$ 200.00	$ 200.00
5	Insurance Services	State Farm Insurance	Liability Coverage for volunteer projects	$ 270.00	1 Year Coverage	1.5	$ 405.00	$ -	$ 405.00
6	Internet Information Services	Web Development Specialist	Social Media and Web Site Operations	Variable	Per Campaign	1	$ 500.00	$ 145.00	$ 645.00
7	Materials and Supplies	FOWR Volunteer Program	Tools, herbicides, and related volunteer supplies	Varies	Per Project	Varies	$-	$ 4,300.00	$ 4,300.00
8	Plant Materials	Area Vendors and Growers	Plants, Shrubs, tree whips, seeds	Varies	per stem	413	$ 2,600.00	$ 11,050.00	$ 13,650.00
9	Printing	Local Print Shops	Printing, meeting handouts, Planning Documents	$ 1.00	Per Each	300	$ -	$ 300.00	$ 300.00
10	Project Management	Volunteer Key Stewards	Project management, Contractor Supervision, Planning/Communications	$ 20.00	per hour	266	$ 5,460.00	$ -	$ 5,460.00
11	Signage	Design Team	Entrance Sign describing functions of greenway	Varies	Per Project	51	$ 50.00	$ 750.00	$ 800.00
12	Volunteer Time	Community, FWR and neighborhood	Volunteer hours for invasive control and events	$ 15.00	per hour	256	$ 3,840.00	$ -	$ 3,840.00
13	Totals				*TOTAL PROJECT BUDGET:*		**$ 19,838.20**	**$ 48,183.75**	**$ 68,021.95**
14							**Org Share**	**Grant Share**	
15			***COST SHARE % =**	**29.16%**			**29.2%**	**70.8%**	
16									

FIGURE 1 – PROJECT LOCATION MAP – WOLF RUN STREAM BUFFER STEWARDSHIP (FROM APPLICATION)



Note: Supplemental project element information is provided by the Organization from the Application (see pages 10-27).

Project Sites

1) Preston's Cave Spring Woodland Stream Buffer Repair
2) Valley Park
3) Pine Meadow Neighborhood Park and Right of Way Buffer Maintenance
4) Gardenside Park
5) Tobit's Trace Spring Garden
6) Big Elm Fork of Vaughn's Branch Neighborhood Greenway Stream Buffer
7) Plant Material Propagation/Distribution

Project Site #1: Preston's Cave Spring Woodland Stream Buffer Repair (from application)

Proposal

The effort will be devoted to restoring the riparian buffer zone with native vegetation in aim of increasing the plant diversity to help stabilize the plant communities and resist competition from the invasive plant species that dominate the forest understory. This approach is designed to transform the riparian zone in such a way that protection of the stream from aqueous runoff will be enhanced, thereby improving water quality. This FY 26-27 component will encompass all or parts of five management zones with the park (see

map illustration). Left bank zones will focus on contractor removal of large and resprouted Bush Honeysuckle. Right bank zones will focus on volunteer removal of large and resprouted Bush Honeysuckle. Volunteer monitoring of Japanese knotweed in zones PCS-US5 and US6 will continue until eradicated.

Project components

A. Mature Bush Honeysuckle (*Lonicera mackkii*) will be cut, the stumps treated with 21% Glyphosate herbicide and the stems and branches cut in short lengths and dispersed in the understory or stacked as necessary.
B. Other invasive species present in the park will be monitored and a management plan will be implemented based on prioritization of each species. Existing plants of concern include winter creeper (*Euonymous fortunei*), Japanese stiltgrass (*Microstegium vimineum*), Japanese knotweed (*Reynoutria japonica*), Multiflora rose (*Rosa multiflora*), Callery pear (*Pyrus calleryana*), and Garlic mustard (*Alliaria petiolata*).
C. Native shrubs such as Willows (Salix nigra), Nine-bark (*Physocarpus opulifolius*), Dogwoods (*Cornus drummondii, Cornus amomum*), Spicebush (*Lindera benzoin*), Red Bud (*Cercis canadensis*), Buttonbush (*Cephalanthus occidentalis*), and others will be installed in cleared areas. Herbaceous plantings will be accomplished by seeding selected areas with a mixture of Wild rye (*Elymus virgianus and E. villosus*) and other native ground cover that competes well with Wintercreeper (*Euonymous fortunei*). Forbs such as Celandine Poppy (*Stylophorum diphyllum*) and Fernleaf phacelia (*Phacelia bipinnatifida)* will be transferred to project areas from local native gardens. Also, tree plantings may include species such as Swamp White Oak (*Quercus bicolor*), Bur Oak (*Quercus macrocarpa*), Shumard Oak (*Q. shumardii*), and Sycamore (*Platanus occidentalis*).
D. At completion of the project, a final report will be produced, including a description of plant material, planting map and plan for future use.
E. Stewardship Volunteers will conduct follow-up planting and invasive control in upland areas of the park and in areas previously cleared by contractors throughout the year.
F. Community Volunteer Days will be organized, inviting neighbors of the park to participate and learn about activities in the park.
G. Project Key Steward, Jerry Weisenfluh, will continue to coordinate with Parks Staff and Contractors on refining and expanding the natural resources management efforts in the park.

TABLE 3 – PROJECT SITE 1 (FROM APPLICATION)

	Type of Expense	Participants	Item	Unit Price		Quantity	Funded by Organization	Funded by Grant	Total Expense
1	Contracted Services	Skybax Ecological Services, LLC	Cutting and piling honeysuckle; herbicide application to stumps	$ 5,000.00	per acre	2	$ -	$ 10,000.00	$ 10,000.00
2	Plant Materials	Skybax Ecological Services, LLC	Collection and selection of native woody and herbaceous species	$ 50.00	per plant	100	$ 1,000.00	$ 4,000.00	$ 5,000.00
3	Contracted Services	Skybax Ecological Services, LLC	Careful identification and removal of unwanted alien plants	$ 1,000.00	per acre	2	$ -	$ 2,000.00	$ 2,000.00
4	Plant Materials	Skybax Ecological Services, LLC	Collection and growing of tree seedlings for wetland planting	$ 5.00	per plant	200	$ 1,000.00	$ -	$ 1,000.00
5	Contracted Services	Skybax Ecological Services, LLC	Follow-up control of honeysuckle/weeds; planting; mulching	$ 5.00	per plant	200	$ -	$ 1,000.00	$ 1,000.00
6	Project Management	Key Steward	Coordinating contractors and volunteers	$ 22.00	Per Hour	10	$ 220.00	$ -	$ 220.00
7	Donated Professional Services	Native Plant Specialist	Plant material acquisition, installation and supervision	$ 40.00	Per Hour	30	$ 1,200.00	$ -	$ 1,200.00
8	Donated Professional Services	Licensed Herbicide Applicators	Removal and treatment of existing invasive plants in buffer and upland areas	$ 25.00	Per Hour	60	$ 1,500.00	$ -	$ 1,500.00
9	Volunteer Hours	Project personnel, FWR and neighborhood	Volunteer hours for invasive control and events	$ 15.00	per hour	30	$ 450.00	$ -	$ 450.00
10	Materials and Supplies	FOWR Volunteer Program	Tools, herbicides, and related supplies	$ 500.00	Per Project	1	$ -	$ 500.00	$ 500.00
11	Contracted Services	Skybax Ecological Services, LLC	Preparation of a Species List and Special Features Map	$ 600.00	per each	1	$ -	$ 600.00	$ 600.00
12					***TOTAL PROJECT BUDGET:***		**$ 5,370.00**	**$ 18,100.00**	**$ 23,470.00**
13							**ORGANIZATION**	**GRANT**	
14			***COST SHARE % =**	**22.88%**			**SHARE 23%**	**SHARE 77%**	

Project Site #2: Valley Park (From Application)

Project Personnel: Jerome Higgenbotham, Key Steward, Adonya Boyle, Cleanup Coordinator

Proposal
This is a continuation to support neighborhood engagement in twice yearly stream cleanup events involving scouts, students from Cardinal Valley Elementary, the Cardinal Valley Parks Activities Board and families from the Cardinal Valley Neighborhood.

Scope of Work
1. Volunteers from the Jesse Higginbotham Technology Trust, under the leadership of the Key Steward Jerome Higginbotham, will:
2. Remove invasive species (such as Bush Honeysuckle, Winter Creeper, etc.).
3. Apply Glyphosate as needed to prevent its return.
4. Preserve any native species we find,
5. Plant additional native species to create a Riparian Buffer Zone following the best practices outlined by the University of Kentucky.
6. Preserve or plant larger trees closest to the stream bank (about 10 yards), then a barrier of shrubs (about 10 yards) and finally a border of flowering plants and grasses (about 10 yards).

The overall goal of this project is to create a Riparian Stream Buffer Zone which will have a variety of effects. It will improve water quality because, as water flows through the zone, it will be naturally filtered by the native plant root systems. In addition, these root systems will help prevent erosion to the stream bank. Finally, these plants will naturally attract pollinators and will serve as a nesting and food source for a variety of animal species.

Funding will purchase eight (8) pairs of boots to add to their collection of wading shoes they can provide suitable candidates.

Water Quality Impact
29, 225 Square Feet of buffer filtering Sediment, nutrients, pathogens and providing temperature Moderation

Stormwater Volume Impact
14, 612 cubic feet of storage from the buffer zone

TABLE 4 – PROJECT SITE 2 (FROM APPLICATION)

	Type of Expense	Participants	Item	Unit Price		Quantity	Funded by Organization	Funded by Grant	Total Expense
1	Volunteer Time	JHTT, Cardinal Valley Neighborhood	Invasive plant removal and control, installing and mulching native plants	$ 15.00	Per HR	40	$ 600.00	$ -	$ 600.00
2	Project management	Jesse Higginbotham Technology Trust, Inc.	Jerome Higginbotham, Key Steward, volunteer planning and organizing	$ 20.00	Per HR	20	$ 400.00	$ -	$ 400.00
3	Project management	Adonya Boyle, Cardinal Valley Elementary	Community Cleanup Day coordination	$ 20.00	Per HR	10	$ 200.00	$ -	$ 200.00
4	Project Management	Friends of Wolf Run	Grant Accounting, Purchasing, Financial Administration	$ 20.00	Per HR	5	$ 100.00	$ -	$ 100.00
5	Plant Materials	Area Nurseries, JHTTKy Forestry Division	Plants, Shrubs, tree whips, seeds	$1,500.00	Per Project	1	$ -	$ 1,500.00	$ 1,500.00
6	Materials and Supplies	Cardinal Valley Elementary	Boots for students participating in cleanups	$ 25.00	Each	8	$ -	$ 200.00	$ 200.00
7	Materials and Supplies	Area vendors	Landscape supplies, mulch, volunteer support material	$ 500.00	Per Project	1	$ -	$ 500.00	$ 500.00
8				*TOTAL PROJECT BUDGET:*			$ 1,300.00	$ 2,200.00	$ 3,500.00
9							ORGANIZATION	GRANT	
10			*COST SHARE % = 37.14%				SHARE	SHARE	
11							37%	63%	

Project Site 3: Pine Meadow Neighborhood Park and Right of Way Buffer Maintenance (From Application)

Project Personnel: Julie Marfell, Key Steward, Pine Meadow Neighborhood Association, Mead Overbeck, Native plant propagation and care and Will Overbeck, Plant Ecologist, Maintenance and Supervision.

Proposal
Pine Meadow Park has been under stewardship since 2012. Honeysuckle has been removed from about one (1) acre of stream buffer and approximately 0.5 acres have been completely rehabilitated with native forest canopy and understory species, with preliminary floristic surveys showing over 100 native species present.

Continued maintenance is needed to further the removal of garlic mustard, wintercreeper, Japanese hedge parsley, Amur honeysuckle, Callery pear, and many other weeds that are beginning to colonize the bare soil where restoration is ongoing.

Additional native plant propagules should be introduced (from donated home-grown stock) including river oats, silky wild rye, riverbank wild rye, foxglove beardtongue, golden alexanders, wingstem, zigzag goldenrod, Short's aster, white snakeroot, as well as trees and shrubs such as ninebark, elderberry, aromatic sumac, rough dogwood, silky dogwood, spice bush, Kentucky coffee tree, bur oak, Shumard red oak, pawpaw, kingnut hickory, sycamore, Ohio buckeye, chinkapin oak, American linden, and sugar maple.

To accomplish these goals an annual management contract is proposed to extend the stewardship of the Pine Meadow Park stream buffer. Invasive plant species will be monitored and removed, appropriate native species will be planted, and volunteers will be invited to involve themselves with monitoring, planting, and trash pickup during several volunteer events in 2026.

Pine Meadow Project Outline
The site will be devoted to restoring patches and strips of native vegetation with the aim of increasing the plant diversity to help stabilize the plant communities and resist competition from the invasive plant species that dominate the forest understory. This project includes 750 linear feet of Vaughn's Branch from the spring branch confluence downstream forming a Stream Buffer Zone along the south side of the creek floodplain, where the primarily dominant non-native Garlic Mustard (*Alliaria petiolata*) and wintercreeper (*Euonymous fortunei*) will be removed.

Work Schedule
Spring 2026 (April-May): planting of native plants, removal of invasive species; volunteer event
Summer 2026 (June-August): Maintenance and monitoring follow-up
Fall 2026 (August-October): Fall clean-up and seeding/planting; volunteer event

Potential Developments and Applications in the Future
Further plantings can be designed at the site in future years, as funds become available. More open areas on the bottomland and near trails could be converted to meadows of native grasses and wildflowers, with maintenance by mowing or other means. Eventually, nature trail signage could be developed for passive recreation and enhanced experiences for nature immersion.

TABLE 5 – PROJECT SITE 3 (FROM APPLICATION)

	Type of Expense	Participants	Item	Unit Price		Quantity	Funded by Organization	Funded by Grant	Total Expense
1	Contracted Services	Will Overbeck	Site monitoring, invasive species removal, site stewardship including planting	$750.00	per visit	4	$ -	$3,000.00	$3,000.00
2	Donated Professional Services	Will Overbeck	Project guidance, planning and supervision	$ 40.00	Per Hour	5	$ 200.00	$ -	$ 200.00
3	Volunteer Hours	FWR and neighborhood leadership	Volunteer work day events	$ 15.00	per hour	20	$ 300.00	$ -	$ 300.00
4	Project Coordination	Volunteer Key Steward Julie Marfell	Project management, Contractor Supervision, Planning/Communications	$ 20.00	per hour	10	$ 200.00	$ -	$ 200.00
5	Plant Materials (Donated)	Project personnel, FWR and neighborhood	In-kind contribution of 20 trees/shrubs/herbs	$350.00	Per Project	1	$ 350.00	$ -	$ 350.00
6	Materials and Supplies	Area Vendors	Landscaping supplies, tools and volunteer support materials	$300.00	Per Project	1	$ -	$ 300.00	$ 300.00
7					*TOTAL PROJECT BUDGET:*		$ 1,050.00	$3,300.00	$4,350.00
8							ORGANIZATION	GRANT	
9			*COST SHARE % =	24%			SHARE	SHARE	
10							24%	76%	

Project Site 4: Gardenside Park (From Application)

Project Personnel: Kristine Goggin, Key Steward, Gardenside Neighborhood Association, Partners

Scope and Outlook
Gardenside Neighborhood Leadership is requesting funding for continued maintenance and improvement of a robust stream buffer restoration effort through the park and on private property where the stream runs through the neighborhood from Beacon Hill to Appomattox Road along the creek bank. The addition of the pickle ball court and larger half-court basketball court hardscaping has increased runoff in an area that collects rainwater for prolonged periods after heavy rainfalls. In 2024 an LFUCG Capital Fund Grant resulted in the planting of 10 large trees in the floodplain of Gardenside Park. These were several trees short of the Park approved plan developed by our volunteer neighborhood retired Landscape Architect, in

collaboration with Parks and Recreation's Design Landscape Architect. Funding from the stream buffer grant to complete the plantings in the fall of 2025 and into 2026. We will work to seek approval from Parks and Recreation to create and maintain a vegetative trench buffer around the pickle ball court to mitigate runoff with planting to occur in early spring of 2026. We will continue to work with parks to keep them informed of our volunteer work in the park and on issues identified within the stream buffer that fall outside the scope of our work.

Water Quality Impact
800 square feet of new stream buffer, 15,400 square feet of stream buffer maintained filtering sediment, nutrients, pathogens and providing temperature moderation.
Stormwater Volume Impact
8,200 cubic feet of storage from the buffer zone (Per Stormwater Manual)
TABLE 6 – PROJECT SITE 4 (FROM APPLICATION)

	Type of Expense	Participants	Item	Unit Price		Quantity	Funded by Organization	Funded by Grant	Total Expense
1	Volunteer Time	Area Volunteers	Area Volunteers	$ 15.00	Per Hour	40	$ 600.00	$ -	$ 600.00
2	Contracted Services	Bid/Skybax, Packs, EcoGrow	Poison Ivy Control, Large Tree Installation and watering, Invasive Control	$ 500.00	Per Visit	6	$ -	$3,000.00	$3,000.00
3	Donated Professional Services	Certified Herbicide Applicator	Invaisve Control/Knoxious Weed Control	$ 18.00	Per Hour	5	$ 90.00	$ -	$ 90.00
4	Donated Professional Services	Water Quality/Native Plant Experts	Plant selection and acquisition, planting supervision, effectivenss monitoring	$ 17.39	Per Hour	5	$ 86.95	$ -	$ 86.95
5	Donated Professional Services	Landscape Design Consultant	Design planning, plant selection and acquisition, planting supervision, effectivenss monitoring	$ 45.00	Per Hour	10	$ 450.00	$ -	$ 450.00
6	Project Management	Key Steward (s)	Project Coordination, Neighborhood Engagement, Communications and Planning	$ 20.00	Per Hour	80	$ 1,600.00	$ -	$1,600.00
7	Project Management	Friends of Wolf Run Trustees	Grant Accounting, Purchasing, Financial Administration	$ 20.00	Per Hour	11	$ 220.00	$ -	$ 220.00
8	Plant Materials	Area Nurseries	Tree Whips, Seed and Perennial Flowering Plants	$1,000.00	Per Project	2	$ 250.00	$1,750.00	$2,000.00
9	Materials and Supplies	Area Vendors	Landscaping supplies, mulch, volunteer support materials	$ 500.00	Per Project	1	$ -	$ 500.00	$ 500.00
10					*TOTAL PROJECT BUDGET:*		$ 3,296.95	$5,250.00	$8,546.95
11							ORGANIZATION	GRANT	
12			*COST SHARE % = 39%				SHARE	SHARE	
13							39%	61%	

Project Site 5: Tobit's Trace Spring Garden: St. Raphael's Episcopal Church On Cardinal Run (From Application)

Project Personnel: Laura Daughtery, Key Steward; Skybax Ecological Services, Contractor

Proposal
The project is located at the rear of the property owned by St. Raphael Episcopal Church, adjoining the Colony Neighborhood. It contains a tributary to Cardinal Run that makes its way to what is known as "Blue Hole." Over recent years, the church has been awarded grants to clear out invasive plant material like honeysuckle, winter creeper, and poison hemlock and create a more natural stream bed feature to use for walking trails. Each year we plant and maintain native flowering, fruit and nut bearing trees, shrubs, and plant materials in order to maintain the ecological balance of the area and keep invasive species of plants at a minimum.

Project Outline
Continued and ongoing annual maintenance is required in order to control invasive plant species. Regular mechanical cuttings of the hillside and the wildflower meadow are required for best results. The objective is to increase the diversity of native plant species while reducing the abundance of non-native plants, thereby achieving a better balance and aesthetic for this important stream and wildlife area. **Ongoing Maintenance and Herbaceous layer restoration include:** spot treatments, herbicide and/or mechanical removal, of specific plants should be done
every month throughout the growing season. We will continue to seed and plant the hillside in native grasses, wildflowers, and forbs that should compete well with the existing species and look better as well. The area will still require mechanical cutting. It should be cut at least 8 times a year for the best results. Spot treatments, herbicide and/or mechanical removal, of specific plants should be done every month throughout the growing season (May – October).

TABLE 7 – PROJECT SITE 5 (FROM APPLICATION)

	Type of Expense	Participants	Item	Unit Price		Quantity	Funded by Organization	Funded by Grant	Total Expense
1	Contracted Services	Bids/Skybax	Treat and remove resprouts in previously cleared areas	$ 70.00	Per treatment	8	$ -	$ 560.00	$ 560.00
2	Plant Materials	Bids/Skybax	Re-seed/plant as needed for successful coverage	$ 100.00	Per time	8	$ -	$ 800.00	$ 800.00
3	Contracted Services	Bids/Skybax	Mowing wildflower field	$ 240.00	Per time	2	$ -	$ 480.00	$ 480.00
4	Contracted Services	Bids/Skybax	Keeping perimeter/fenceline mowed and trail maintenance	$ 180.00	Per time	4	$ 450.00	$ 270.00	$ 720.00
5	Contracted Services	Bids/Skybax	Hillside cutting	$ 240.00	Per time	4	$ -	$ 960.00	$ 960.00
6	Volunteer Time	St. Raphael	weeding, mulching, light maintenance; education	$ 15.00	Per Hour	26	$ 390.00	$ -	$ 390.00
7	Project Management	Laurie Daugherty	Grant Accounting, Purchasing, Financial Administration	$ 23.00	Per Hour	5	$ 115.00	$ -	$ 115.00
8	Project Management	Ken Cooke/Friends of Wolf Run	Key Steward Event Coordination, volunteer organization and planning	$ 23.00	Per Hour	5	$ 115.00	$ -	$ 115.00
9					***TOTAL PROJECT BUDGET:***		**$ 1,070.00**	**$ 3,070.00**	**$ 4,140.00**
10							**ORGANIZATION SHARE 26%**	**GRANT SHARE 74%**	
11			***COST SHARE % =**	**26%**					
12									

Project Site 6: Big Elm Fork of Vaughn's Branch Neighborhood Greenway Stream Buffer

Project Personnel: Jennifer Erena, Key Steward; EcoGrow Contractor

Water Quality Problem Addressed:
Wolf Run and its tributaries primarily cross private lands, mostly in residential areas with over 22,000 parcels in the overall watershed. This project seeks to expand and maintain a private greenspace stream buffer utilized by the Picadome Neighborhood and frequented by Fayette County Public Schools for various sustainability, science and community service activities.

Project Scope and Outlook
1. Cut, treat, and chip on site or remove Asian Bush Honeysuckle, vines on trees and Bradford Pear along the stream with follow up treatments.
2. Plant native seedlings appropriate for utility rights of way (Rough Leaved Dogwood, Native Plum, Redbud, etc...)
3. Applying wood chip soil conditioning and mulch
4. Seeding with riparian grasses/native flowering plants as a ground cover
5. Volunteer stream walks and neighborhood workdays will be scheduled to involve area residents
6. Engage School programs at Lafayette High School and Picadome Elementary that are within walking distance of the area
7. Develop an operation and maintenance plan for continued stewardship
8. Produce entrance signage indicating appropriate use for private property, explain its water quality and quantity control functions, and ecological importance of greenspace and stream buffers.

TABLE 8 – PROJECT SITE 6 (FROM APPLICATION)

	Type of Expense	Participants	Item	Unit Price		Quantity	Funded by Organization	Funded by Grant	Total Expense
1	Plant Materials	Area Nurseries and seed providers	Native riparian trees, shrubs and perennial plants	$ 2,000.00	Per Project	1	$ -	$ 2,000.00	$ 2,000.00
2	Materials and Supplies	Area Vendors	Mulch, stakes, hand tools, volunteer support materials	$ 250.00	Per Event	4	$ -	$ 1,000.00	$ 1,000.00
3	Volunteer Time	Neighborhood	Volunteer participation	$ 15.00	Per Hour	100	$ 1,500.00	$ -	$ 1,500.00
4	Project Management	Project management	Key Steward, Jennifer Erena	$ 20.00	Per Hour	20	$ 400.00		$ 400.00
5	Signage	Design Team	Entrance Sign describing functions of greenway	$ 250.00	Per Project	1	$ 50.00	$ 200.00	$ 250.00
6	Project Management	Project management	Friends of Parks, Sandy Shafer: FCPS Sustainability Coordination	$ 20.00	Per Hour	20	$ 400.00	$ -	$ 400.00
7	Project Management	Mark Felice, Water Quality Monitoring	Supervision/water testing, sample collection, data interpretation	$ 20.00	Per Hour	10	$ 200.00	$ -	$ 200.00
8	Project Management	Friends of Wolf Run Ken Cooke	Procurement, Accounting Grant Reporting	$ 20.00	Per Hour	5	$ 100.00		$ 100.00
9	Contracted Services	EcoGro	Invasive species management (+/-1.0 acre): visit #1 (March/April) cutting woody weeds, materials will be chipped in place or hauled off as preference of contractor, herbicide applications (foliar, cut stump or hack-and-squirt during removal).	$ 5,250.00	lump sum	1	$ -	$ 5,250.00	$ 5,250.00
10	Contracted Services	EcoGro	Three visits for invasive species management (+/-1.0 acre) 2027: visit #1 (March/April) cutting woody weeds, materials will remain onsite for beneficial reuse, herbicide applications (foliar, cut stump or hack-and-squirt), visit #2 (May/June) foliar herbicide application, visit #3 (August) foliar herbicide application.	$ 400.00	lump sum	3	$ -	$ 1,200.00	$ 1,200.00
11	Contracted Services	Russ Turpin/EcoGro	Development of a site planting and management plan: Design elements will include property lines, utilities & easements, floodplain/floodway, native trees/shrubs inventory, proposed planting locations, list of recommended species, invasive species inventory and map as well as management plan for on-going care and stewardship.	$ 2,125.00	lump sum	1	$ 531.25	$ 1,593.75	$ 2,125.00
12	Contracted Services	Russ Turpin/EcoGro	Coordination, development and delivery of educational / engagement programs: to address topics of riparian planting, invasive species, stream habitat assessments, wildflower planting, agroforestry, etc.	$ 1,700.00	lump sum	1	$ 425.00	$ 1,275.00	$ 1,700.00
13						*TOTAL PROJECT BUDGET:*	$ 3,606.25	$ 12,518.75	$ 16,125.00
14							ORGANIZATION SHARE 22%	GRANT SHARE 78%	
15			*COST SHARE % = 22%						
16									

Project Element 7: Native Riparian Plant Materials Propagation and Distribution Support (From Application)

Project Personnel: Jannine Baker, Native Plant Specialist; Craig Lock, Support Services

We have developed efficiencies in procuring and distributing native plant materials to our project sites, and have found that sourcing suitable plant materials requires a great deal of forethought and planning.

This support service, headed by Native Plant Specialist Jannine Baker, retired from the University of Kentucky Plant Pathology Department volunteers to provide consulting services, installation, maintenance training, acquisition, care, distribution and tracking for suitable plant materials for stream buffer restoration.

TABLE 9 – PROJECT SITE 7 (FROM APPLICATION)

	Type of Expense	Participants	Item	Unit Price		Quantity	Funded by Organization	Funded by Grant	Total Expense
1	Donated Professional Services	Native Plant Specialist Jannine Baker	Plant selection, acquisition, potting, consulting and distribution	$ 40.00	Per Hour	15	$ 600.00	$ -	$ 600.00
2	Plant Materials	Area vendors/suppliers Commercial Nurseries	Shrub/tree seedlings, seed, native plants	$ 1,000.00	Per Project	1	$ -	$ 1,000.00	$ 1,000.00
3	Materials and Supplies	Area vendors/suppliers Commercial Nurseries	Potting Media, pots, tools, mulch, labling,	$ 500.00	Per Project	1	$ -	$ 500.00	$ 500.00
4	Project Management	Friends of Wolf Run Treasurer	Ordering, supplies delivery, accounting, reporting	$ 18.00	Per Hour	5	$ 90.00	$ -	$ 90.00
5						*TOTAL PROJECT BUDGET:*	$ 690.00	$ 1,500.00	$ 2,190.00
							ORGANIZATION SHARE 32%	GRANT SHARE 68%	
6			*COST SHARE % = 32%						
7									

Project Element: 8 Overall Project Administration

Project Personnel: Ken Cooke, Project Administrator, Friends of Wolf Run, Friends of Wolf Run Board of Trustees.

Friends of Wolf Run leadership will provide general project coordination including:

1. Providing no-mow zone markers for project areas
2. Distribution to key stewards and neighborhood leadership publications related to stream buffer science, installation and maintenance. (Living Along A Kentucky Stream, Backyard Stream Guide by UK)
3. Outreach and communication regarding specific project work days, tours and events through social media, web site, email distribution and printed flyers.
4. Ordering and delivering requested tools, equipment and supplies to volunteer leadership.
5. On-site field support for Key Stewards, organizing meetings and planning sessions with property owners, city officials and volunteer leadership.
6. Specific coordination of Herbicide Applicators Certification through the Kentucky Department of Agriculture Division of Pesticide Regulation. Our goal is to have at least one certified herbicide applicator assigned to each project area. The project covers the testing fee and certification fee for the Key Steward or his/her designated project representative.
7. Provide Geographic Information System database using E.S.R.I. ArcMap Pro with extensions to support the various project elements. The goal is to collect geographic data from historical, active and prospective project areas to share with Division of Water Quality, Lexington Parks and Division of Environmental Services. Grant funds will be used to cover the annual software subscription (Non-Profit Rate) matched by donated GIS operator time.
8. Provide insurance services for project locations requiring indemnification and/or liability coverage (DES Greenways).
9. Making financial arrangements, purchasing coordination, accounting, grant reporting and record keeping for the overall project.
10. Project long – range planning for future funding and alternative funding sources for grant match and new development.

TABLE 10 – PROJECT SITE 8 (FROM APPLICATION)

	Type of Expense	Participants	Item	Unit Price		Quantity	Funded by Organization	Funded by Grant	Total Expense
1	Signage	Friends of Wolf Run Trustees	No Mow Zone Boundary Markers, Stickers and polls	$ 11.00	Per Each	50	$ -	$ 550.00	$ 550.00
2	Printing	Friends of Wolf Run Trustees	Printing, meeting handouts, Planning Documents	$ 1.00	Per Each	300	$ -	$ 300.00	$ 300.00
3	Internet Information Services	Web Development Specialist	Social Media and Web Site Operations	Variable	Per Campaign	1	$ 500.00	$ 145.00	$ 645.00
4	Field Day	Friends of Wolf Run Trustees	Field Trip for Project Participant and Key Stewards	$ 250.00	Per Event	2	$ 250.00	$ 250.00	$ 500.00
5	Insurance Services	State Farm Insurance	Liability Coverage for Stream Buffers on DES Properties	$ 270.00	1 Year Coverage	1.5	$ 405.00	$ -	$ 405.00
6	GIS Services	GIS Specialist Dr. Jerry Weisenfluh	Geospatial data analysis for projects and Watershed BMPs	$ 40.00	Per Hour	30	$ 1,200.00	$ -	$ 1,200.00
7	GIS Services	E.S.R.I.	ArcMap Pro Non-Profit License for GIS Specialist	$ 100.00	per year	2	$ -	$ 200.00	$ 200.00
8	Materials and Supplies	Area Vendors	Landscaping Supplies/volunteer Tools and Equipment	Variable	Per Unit	1	$ -	$ 800.00	$ 800.00
9	Project Management	Friends of Wolf Run Trustees	Grant Accounting, Purchasing, Financial Administration	$ 22.00	Per Hour	50	$ 1,100.00	$ -	$ 1,100.00
10	Totals				***TOTAL PROJECT BUDGET:***		**$ 3,455.00**	**$ 2,245.00**	**$ 5,700.00**
11							**ORGANIZATION**	**GRANT**	
12			***COST SHARE % = 60.61%**				**SHARE**	**SHARE**	
13							**61%**	**39%**	

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0910-25

File ID:	0910-25	**Type:**	Agenda Item	**Status:**	Agenda Ready
Version:	1	**Contract #:**		**In Control:**	Water Quality
				File Created:	09/16/2025
File Name:	Incentive Grant Parks Edge Townhomes			**Final Action:**	

Title: Authorization to approve an FY26 (Class A Neighborhood) Stormwater Quality Projects Incentive Grant for The Tradition at Parks Edge Townhome Association, Inc., in the amount of $27,888.00, to complete a feasibility study to address stormwater runoff issues, flooding, and improve greenspace utilization. Funds are budgeted. (L0910-25)(Martin/Albright)

Notes: RIO 9/18/2025. MS

Sponsors:		**Enactment Date:**	
Attachments:	Blue Sheet, FY 2026 The Tradition at Park Edge Townhome Association, Inc. (Feasibility Study) - Council Map, FY26 Class A Neigborhood The Tradition at Park Edge Townhome Association, Inc. _signed by grantee	**Enactment Number:**	
Deed #:		**Hearing Date:**	
Drafter:	Christina King / Frank Mabson	**Effective Date:**	

History of Legislative File

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

Text of Legislative File 0910-25

Title

Authorization to approve an FY26 (Class A Neighborhood) Stormwater Quality Projects Incentive Grant for The Tradition at Parks Edge Townhome Association, Inc., in the amount of $27,888.00, to complete a feasibility study to address stormwater runoff issues, flooding, and improve greenspace utilization. Funds are budgeted. (L0910-25)(Martin/Albright)

Summary

Authorization to approve an FY26 (Class A Neighborhood) Stormwater Quality Projects Incentive Grant for The Tradition at Parks Edge Townhome Association, Inc., in the amount of $27,888.00, to complete a feasibility study to address stormwater runoff issues, flooding, and improve greenspace utilization. Funds are budgeted. (L0910-25)(Martin/Albright)

Budgetary Implications [select]: Yes
Advance Document Review:

Law: Yes J. Todd Henning 9/16/2025

Risk Management: No

Fully Budgeted [select]: Yes
Account Number: 4052-303204-3373-78112
This Fiscal Year Impact: $27,888.00
Annual Impact: $
Project: WQINCENTIVE_26
Activity: WQ_GRANT
Budget Reference:
Current Balance: $3,069,789.13

MAYOR LINDA GORTON

LEXINGTON

CHARLES H. MARTIN, P.E.
DIRECTOR
WATER QUALITY

TO: Mayor Linda Gorton
Urban County Council

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

DATE: September 11, 2025

SUBJECT: Recommendation for an FY26 (Class A Neighborhood) Stormwater Quality Projects Incentive Grant for The Tradition at Parks Edge Townhome Association, Inc.

Request

The purpose of this memorandum is to request approval of an FY26 (Class A Neighborhood) Stormwater Quality Projects Incentive Grant for The Tradition at Parks Edge Townhome Association, Inc., in the amount of $27,888.00.

Purpose of Request

Grant funds will be used to complete a Feasibility Study to explore the opportunity to address current issues with stormwater runoff, flooding and better use of greenspace by residents with implementation of a green infrastructure stormwater management system. The Feasibility Study will identify potential practices such as bio-infiltration, rain gardens and other infiltration measures, vegetated swales and increased tree canopy and native plantings to address water quality issues using criteria like the Sustainable SITES initiative, and other comprehensive rating systems for sustainable landscapes.

Project Cost in FY26 and in Future Budget Years

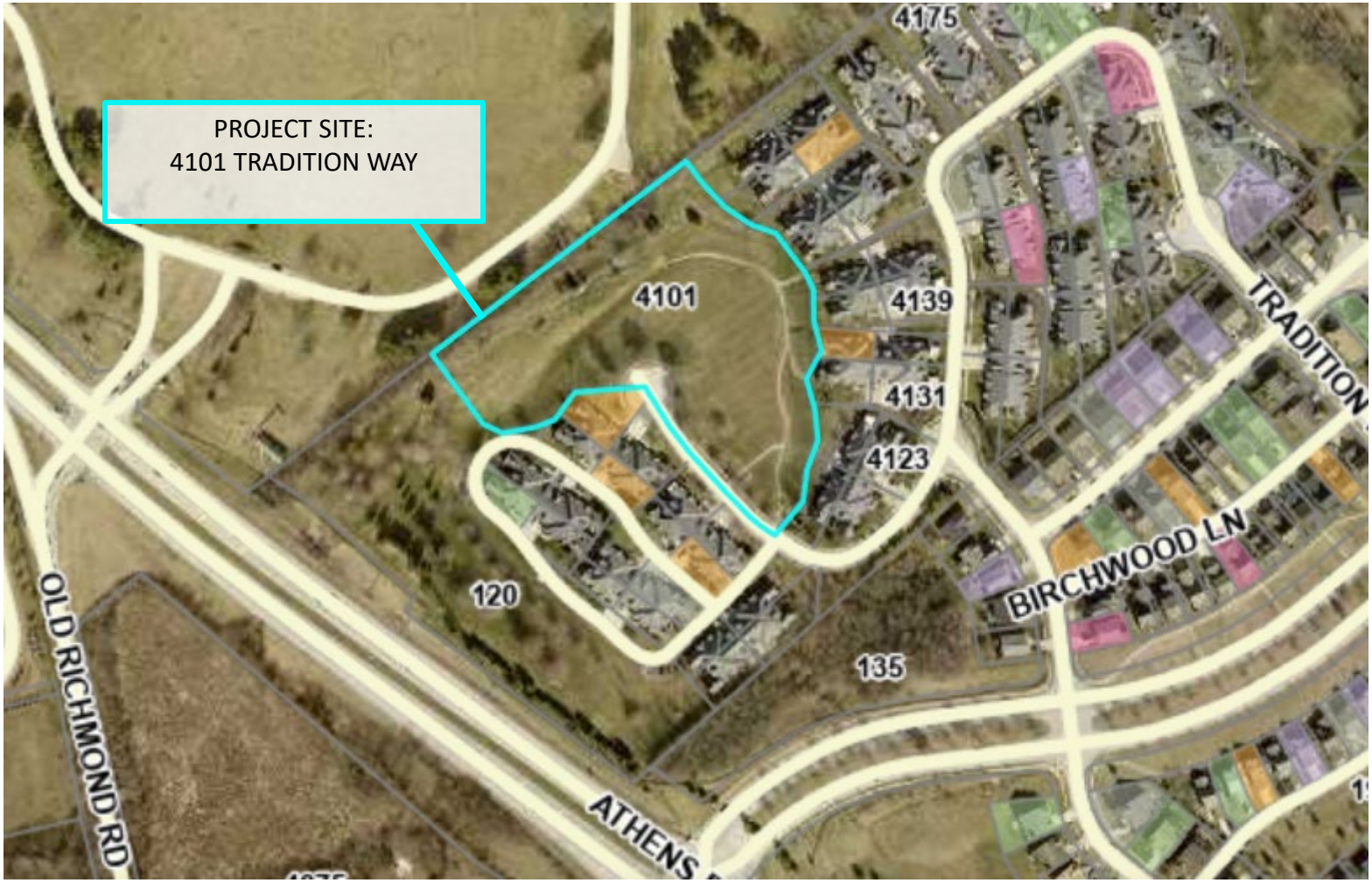
The grant has been approved for FY 2026 funding by the Water Quality Fees Board in the amount of $27,888.00.

Are Funds Budgeted

Funds are budgeted in: 4052 – 303204 – 3373 – 78112 – WQINCENTIVE_26 – WQ_GRANT

Martin/Albright

Stormwater Quality Projects Incentive Grant Program



The Tradition at Park Edge Townhome Association, Inc.

GRANT AWARD AGREEMENT

Fiscal Year 2026 Class A Incentive Grant Program

THIS AGREEMENT, made and entered into on the _____ day of _____, 20___, by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the Commonwealth of Kentucky, pursuant to KRS Chapter 67A (hereinafter "Government"), on behalf of its Division of Water Quality, and **THE TRADITION AT PARK EDGE TOWNHOME ASSOCIATION, INC., C/O ALL POINTS COMMUNITY MANAGEMENT, LLC**, 141 PROS-PEROUS PLACE, SUITE 21, LEXINGTON, KENTUCKY 40509 (hereinafter "Grantee" and "Property Owner").

W I T N E S S E T H:

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

WHEREAS, the Grantee represents directly or indirectly a group of single-family residences in Fayette County who are fee-payers of the Government's Water Quality Management Fee; and

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

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

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

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

(1) The Government hereby grants the Grantee the sum of **$27,888.00** (hereinafter "the Grant"), for use in implementing the project elements as listed in Attachment A which is incorporated herein by reference as if fully set out herein.

(2) The Grantee agrees to match the Grant with contributions, labor, and other services equal to or greater than 20% of the total project cost.

(3) The Grantee agrees to use the Grant only for the activities set forth in Attachment A.

(4) The Grantee agrees to perform periodic reporting as detailed in Paragraph (5) herein below, and provide to the Government a Project Final Report, in digital and hard copy, within thirty (30) calendar days of the completion of the project elements following a standardized format to be provided by the Government summarizing all work completed and detailing the total grant expenditures. Other deliverables include the following:

(a) At the end of the Feasibility Phase (if applicable), the following five deliverables, sealed by a professional licensed to perform such work in accordance with Kentucky Revised Statutes (KRS), shall be provided:
- Feasibility report evaluating the use of the potential BMP(s) on the proposed site;
- Conceptual design concept;
- Detailed cost estimate for design;
- Conceptual cost estimate for construction;
- Letter certifying all BMPs proposed for design as viable and feasible for the specific site and application.

(5) The Grant to the Grantee shall be disbursed in the following manner:

(a) The Grantee shall submit, at least once every three (3) months, a *Grant Reimbursement Form* and a *Request for Funds,* in standardized format provided by the Government, to the Government's Grant Manager designated by the Director of the Division of Water Quality for the project. The *Request for Funds* shall include documentation that the Grantee has already expended the requested funds or shall be in a position to expend properly the requested funds within thirty (30) days of receipt of the funds. The *Request for Funds* shall include full accounting of all eligible grant-related expenses, as listed in Attachment A. Copies of invoices, purchase orders, or receipts showing vendor, date, amount, and items purchased or ordered shall be provided with the *Request for Funds*.

(b) Each *Request for Funds* shall include documentation of all of the Grantee's Match Costs listed in Attachment A and claimed for the prior period. Each *Request for Funds* shall include a minimum of 10% cost share. For cash expenditures this shall include receipts, showing vendor paid, date, amount, and items purchased. For volunteer hours this shall include sign-in sheets describing the events with signatures, name, address, time in and time out (or length of event), for each participant (volunteers must be 12 years of age or older). For mileage, this shall include driver name, type of vehicle, location to and from, date, and miles driven.

(c) Each *Request for Funds* shall be accompanied by a *Project Status Report,* in a standardized format provided by the Government, describing the progress of the project to date, including a description and schedule of all activities completed, and hardcopy or electronic copies of materials completed and/or used to date. For educational events (if applicable), copies of the class sign-in sheets documenting the number of attendees shall be provided.

(d) The Government's Grant Manager shall review each *Request for Funds* and supporting documents for compliance with the terms of this Agreement and the guidelines of the Stormwater Quality Projects Incentive Grant Program. If the Government's Grant Manager finds the Grantee's *Request for Funds* is in compliance with the terms of this Agreement and the Program's guidelines and that the activity progress and management program of the Grantee satisfy the terms of this Agreement, he or she shall approve the *Request for Funds* within 15 days of receipt, and then forward it to the Division of Accounting for payment.

(e) Should the Government's Program Administrator determine that the Grantee is not in compliance with the terms of this Agreement and/or the Stormwater Quality Projects Incentive Grant Program, including deficiencies in progress and/or management of the project, the Division of Water Quality shall notify the Mayor's Office and the appropriate district Council person and shall meet with the Grantee on matters that prevent approval of the *Request for Funds*. Failure to resolve any such matters to the satisfaction of the Government may lead to termination of the Agreement for cause pursuant to Paragraph (25) herein below.

(f) The Government shall release payment of the final 10% of the Grant only after receipt and acceptance of the Project Final Report. The Government's Grant Manager shall review the Project Final Report and provide comments to the Grantee within 15 calendar days or, if acceptable, forward approval to the Division of Accounting for payment.

(6) For any project which includes installation of permanent capital infrastructure as listed in Attachment A (not to include individual rain barrels, small rain gardens, and pond equipment), the Grantee agrees to meet all design standards specified in the Government's Engineering Manuals and/or as further described in Attachment A in the design of all Grant-funded improvements. This includes all associated activities including but not limited to erosion and sediment control, traffic control, utility relocations, seeding, etc. The Grantee further agrees to design the facilities in such a way as not to preclude the potential for future water quality / quantity monitoring by the Government.

(7) ~~For any project which includes installation of permanent capital infrastructure as listed in Attachment A, the Grantee agrees to provide in hard copy and electronic format the following deliverables as they become available, each sealed by a Professional Engineer licensed in the Commonwealth of Kentucky (or Registered Landscape Architect when allowed by Kentucky Revised Statutes 323A.010):~~

- ~~Design calculations;~~
- ~~Final construction plans, including erosion and sediment control plans, traffic control plans, grading plans, etc.;~~
- ~~Final specifications and bidding documents (if applicable);~~
- ~~Detailed engineer's construction cost estimate including quantities;~~
- ~~Inspection, Operation, and Maintenance Plan laying out the plan for regular inspection and maintenance of each proposed facility for design performance and safety in accordance with manufacturer's specifications and the Government's Stormwater Manual;~~
- ~~Copies of all federal, state, and local permits, approvals, encroachments, etc. obtained for the project;~~
- ~~Record Drawing showing all field changes, and signed and sealed by the professional of record certifying the project as shown meets all original design intent;~~
- ~~Photo documentation of site conditions and improvements before, during, and after construction.~~

(N/A to Feasibility Only Grants)

(8) For any project which includes installation of permanent capital infrastructure listed in Attachment A, the Grantee shall provide, by the end of the design phase, certification by a Professional Engineer or Registered Landscape Architect licensed in Kentucky that all stormwater control facilities proposed for this project are feasible and viable Best Management Practices (BMPs) for controlling stormwater quality and/or quantity and are appropriate for the project site.

(9) ~~The Grantee agrees that any and all stormwater control facilities, including equipment and infrastructure, constructed or purchased with Grant monies shall remain the property of the Grantee, or the current property owner, or his successors and assigns, unless otherwise noted in Attachment A.~~

(N/A to Feasibility Only Grants)

(10) ~~The Grantee agrees that all stormwater control facilities, including equipment and infrastructure shall remain in service and maintained by the Grantee or its representatives for at least the Service Life listed in Attachment A. For capital infrastructure, this shall include following the Inspection, Operation, and Maintenance Plan developed for each facility referenced in Paragraph (7) above. For capital infrastructure, the Grantee further accepts and agrees to enter into the "*Agreement to Maintain Stormwater Control Facilities Funded by an LFUCG Class A Stormwater Quality Projects Incentive Grant*" attached hereto as Attachment B and which is incorporated herein by reference as if fully set out herein.~~

(N/A to Feasibility Only Grants)

(11) ~~The Grantee agrees, and all individual property owners with grant-funded improvements installed on their properties shall agree, to allow the Government access to perform monitoring of the project elements for compliance with this Agreement.~~

(N/A to Feasibility Only Grants)

(12) The Grantee agrees to comply with all applicable local, state, and federal rules, regulations, ordinances, and laws in implementation of the project.

(13) ~~The Grantee agrees to obtain all necessary local, state, and federal permits and approvals in a timely manner and prior to the start of any work requiring such permits or approvals.~~ (N/A to Feasibility Only Grants)

(14) The Grantee agrees to obtain written approval from the Government's Grant Manager or Program Administrator for any proposed changes to the Project Team or Project Plan as listed in Attachment A prior to implementing the changes. Failure to gain written approval prior to making changes may lead to termination of the Agreement for cause pursuant to Paragraph (25) herein below.

(15) The term of this Agreement shall be from the date of this Agreement until completion of the project outlined herein. The Grantee agrees to complete the project within **12** months from the date of this Agreement. The Grantee agrees to obtain written approval from the Government's Grant Manager or Program Administrator for any time extensions beyond the grant period. Failure to gain written approval prior to making changes may lead to termination of the Agreement for cause pursuant to Paragraph (25) herein below.

(16) The Grantee understands that the Grant shown herein in Paragraph (1) is a not-to-exceed amount, and any additional funding needed to complete the project elements listed in Attachment A is the responsibility of the Grantee. If it becomes apparent to the Grantee or the Government that the Grantee will be unable to complete the project either in the manner or for the amount described in this Agreement, then the Grantee must immediately notify the Government's Grant Manager and Program Administrator by providing a complete and detailed written explanation of its inability to comply with the terms of the Agreement. The Grantee must further provide the Government's Grant Manager and Program Administrator with a complete and detailed written explanation of any proposed changes, and the reasons for those changes.

(17) The Grantee asserts that it is an incorporated organization registered in active status with the Commonwealth of Kentucky Secretary of State, and is in full compliance with all applicable provisions of the Lexington-Fayette Urban County Government's Code of Ordinances Chapter 5 – Buildings and Building Regulations, Chapter 7 – Finance and Taxation, Chapter 12 – Housing, and Chapter 16 – Sewage, Garbage, Refuse, and Weeds, or in compliance with Kentucky Department of Housings Buildings and Construction rules and requirements as is appropriate for those state institutions, parcels, or buildings which are subject to state regulations and oversight as opposed to local ordinances and regulations. If the Grantee becomes out of compliance with any of these provisions, it will contact the Government's Program Administrator immediately. Failure to resolve any such matters to the satisfaction of the Government may lead to termination of the Agreement for cause pursuant to Paragraph (25) herein below.

(18) This Agreement may not be modified except by written agreement of the Government and the Grantee.

(19) In any advertisement of the grant-funded project, whether oral or written communications, the Grantee agrees to identify the Lexington-Fayette Urban County Government as the source of the above referenced funds; the Grantee shall not specifically identify any individual or elected official as being responsible for the funds donated by the Government.

(20) The Grantee agrees to allow the Government to publicize the Grantee's project through the Government's website and other media.

(21) The Grantee agrees to reference the Lexington-Fayette Urban County Government's Water Quality Management Fee and the Stormwater Quality Projects Incentive Grant Program as a source of funding for the project on any permanent signage or educational brochures, presentations, websites, etc. produced using grant monies.

(22) The Grantee is solely responsible for assuring that adequate and appropriate insurance or other necessary coverage is maintained during the term of this Agreement.

(23) The Grantee shall provide equal opportunity in employment as required by applicable federal, state, and local laws, regulations, and ordinances.

(24) The Government assumes no responsibility whatsoever in the Grantee's project activities. Grantee shall defend, indemnify, and hold harmless the Government from and against any and all liability, claims, damages, losses, actions, costs, expenses, obligations, fines, and assessments of whatever kind, including defense costs and attorney's fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, in whole or in part, from or by Grantee's or its contractor(s), agents, or assigns, negligent acts or misconduct, or errors or omissions, or in any way connected with the activities carried out pursuant to this Agreement, the Grant award, or the Stormwater Quality Projects Incentive Grant Program.

(25) If, through any cause, the Grantee shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if the Grantee shall violate any of the covenants, agreements, or stipulations of this Agreement, the Government shall provide the Grantee thirty (30) calendar days to address the deficiency or violation. If the Grantee does not, after the thirty (30) days, come into compliance with this Agreement, the Government shall thereupon have the right to terminate this Agreement by giving written notice to the Grantee of such termination and specifying the effective date thereof, at least five (5) calendar days before the effective date of such termination. In that event, all finished or unfinished documents, receipts, and reports prepared by the Grantee shall, at the option of the Government, become its property and the Grantee shall immediately repay to the Government all monies received pursuant to this Agreement less any amount representing just and equitable compensation for the Government's share of any satisfactory work completed pursuant to the Agreement; provided, however, that for any project involving the construction of capital infrastructure, other than feasibility only projects, the Government's share of any satisfactory work completed shall not include feasibility or design costs.

(26) The Grantee's sole remedy for a breach of this Agreement by the Government shall be limited to the amount of the Grant.



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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

BY: _____

LINDA GORTON, MAYOR

ATTEST:

_____

CLERK, URBAN COUNTY COUNCIL

GRANTEE ORGANIZATION AND PROPERTY OWNER:

THE TRADITION AT PARK EDGE TOWNHOME ASSOCIATION, INC.
C/O ALL POINTS COMMUNITY MANAGEMENT, LLC
141 PROSPEROUS PLACE, SUITE 21
LEXINGTON, KENTUCKY 40509

BY: Robert E. Maggard
NAME: ROBERT E. MAGGARD
TITLE: PRESIDENT

The foregoing Agreement was subscribed, sworn to and acknowledged before me by Robert Maggard, as the duly authorized representative for and on behalf of Tradition at Park Edge, on this the 5th day of September, 2025.

My commission expires: October 24, 2028.

TJacobs
NOTARY PUBLIC

TYLER HARRISON JACOBS
NOTARY PUBLIC
COMM. # KYNP33884
MY COMMISSION EXPIRES OCTOBER 24, 2028
COMMONWEALTH OF KENTUCKY

ATTACHMENT A
to the GRANT AWARD AGREEMENT
between Lexington-Fayette Urban County Government (LFUCG) and
The Tradition at Parks Edge Townhome Association, Inc. (TPE)

GRANT PROGRAM

2026 Stormwater Quality Projects Incentive Grant Program
Class A Neighborhood Projects

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

PROJECT TEAM AND CONTACT INFORMATION

Grantee Organization:
The Tradition at Parks Edge Townhome Association, Inc. (TPE)
c/o All Points Community Management
141 Prosperous Place, Suite 21
Lexington, Kentucky 40509
KY Organization #0570248

REM

Organization President & Primary Project Contact:
Robert E. Maggard
336-604-4246 (phone)
bobmaggard@icloud.com (email)

Secondary Project Contact:
Steve Kelly
859-351-3246 (phone)
Stephen50.Kelly@gmail.com (email)

Project Site Location & Property Owner(s):
The Tradition at Parks Edge Townhome Association, Inc.
4101 Tradition Way
Lexington, KY 40509
PVA #38095810

Design Professional Firm:
Earthcycle Design, LLC
3168 Arrowhead Drive
Lexington, KY 40503
859-221-9067 (phone)
Scott Southall, PLA, Principal, Project Manager
bsouthall@ecdsite.com (email)
Denise Y. O'Meara, PLA, Managing Partner
859-229-3125 (phone)
dyomeara@ecdsite.com (email)
Pat Bullock (Design Technician)
859-556-9534 (phone)
pbullock@ecdsite.com (email)

PROJECT PLAN ELEMENTS

The Tradition at Parks Edge Townhome Association, Inc. Feasibility Study will explore the opportunity to address current issues with stormwater runoff, flooding and better use of greenspace by residents with implementation of a green infrastructure stormwater management system. The Owner's mission is to make the residences safer from potential flooding situations in a sustainable manner, while making better use of this available land for passive recreation and habitat.

Project Elements

The Feasibility Study will identify appropriate BMPs for the 33-acre site of which half is open/green space. Potential practices may include bio-infiltration, rain gardens and other infiltration measures, vegetated swales and increased tree canopy and native plantings. BMPs will be identified to address water quality issues using criteria like the Sustainable SITES initiative, and other comprehensive rating systems for sustainable landscapes.

FINAL FEASIBILITY STUDY REPORT

The results of the Feasibility Study will be presented in a final report that will, at a minimum, include:

1. Proposed locations of project elements.
2. Conceptual designs, cross-sections, etc. of the proposed elements.
3. Maintenance plans, as applicable.
4. Design and construction cost estimates for each proposed project element.
5. Special design and construction considerations (*i.e.* 401 / 404 permitting).

In addition to the reporting requirements outlined in the Grant Award Agreement, the following special items are noted for this project:

1. Grantor shall provide a minimum of three (3) hard copies of the Final Feasibility Report along with one (1) digital copy.

2. All attachments to Request for Funds & Project Status Reports shall reference the associated line Table 2 – Project Eligible Expenses.

DESIGN

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

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

Design shall also account for the following stipulations:

1) Submittals for stream permits (401 / 404) shall be completed as early as possible in the design process to inform the Design Engineer of alternatives that can be permitted without triggering state or federal mitigation requirements (if required).

2) The Design Engineer shall meet with the LFUCG Grant Manager for at least three meetings during the design phase:

   i) Prior to the start of design
   ii) At the completion of approximately 50% design
   iii) At the 95% completion of the design documents

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

3) All existing utilities shall be located and shown on the design plans.

4) All existing easements, adjacent property lines, and rights-of-way shall be shown on the design plans. If any work is proposed to occur within any easement (*i.e.*, utility, etc.), whether public or private, the Organization shall obtain all necessary encroachment agreements from the authorized agencies prior to the start of construction.

5) Any work proposed within or on public right-of-way, easement, or LFUCG-owned property will require one or more permits or approvals. This includes installation permits for connection into any existing curb inlet or stormwater manhole located within public right-of-way. Please contact the appropriate staff:

Parks and Recreation, Chris Cooperrider – ccooperrider@lexingtonky.gov
Environmental Services (greenways), Demetria Mehlhorn – dkimball@lexingtonky.gov
Environmental Services (street trees), Heather Wilson – hwilson@lexingtonky.gov
Engineering (right-of-way), John Cassel – jcassel@lexingtonky.gov

Engineering (new development), Hillard Newman – hnewman@lexingtonky.gov

Sanitary Sewers, Chris Dent – cdent@lexingtonky.gov

Stormwater, Mark Sanders– msanders@lexingtonky.gov

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

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

PERMANENT FACILITIES / INFRASTRUCTURE

Does not apply to this grant. Attachment B is not required for this Agreement.

EQUIPMENT

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

ADDITIONAL GRANT STIPULATION

Both electronic and hard copies of all materials are to be provided to LFUCG, for its use, as part of the grant deliverables.

GRANT PERIOD & PROJECT SCHEDULE

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

TABLE 1 – PRELIMINARY PROJECT SCHEDULE

Activity	Schedule
Approval of Grant Award Agreement and Notice to Proceed (NTP)	Anticipated February 2026
Kickoff Meeting with LFUCG & Stakeholders	March 2026
Site Survey	April - August 2026
Final Feasibility Study/Project Closeout	September 2026
Provide Project Final Report to LFUCG	September 2026

PROJECT BUDGET – GRANT ELIGIBLE EXPENSES

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

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

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

TABLE 2 – ELIGIBLE EXPENSES

	Type of Expense	Participants	Item	Unit Price		Quantity	Funded by Organization	Funded by Grant	Total Expense
1	**Project Element: Grant Management**								
2	Professional Service Hours	ECD	Grant Management	$ 165.00	per hour	30	$ 4,950.00	$ -	$ 4,950.00
3	**Project Element: Design**								
4	Professional Service Hours	ECD	Base Map Set Up and Existing Plans	$ 95.00	per hour	30	$ -	$ 2,850.00	$ 2,850.00
5	Professional Service Hours	ECD	Site Visit and Inventory	$ 165.00	per hour	12	$ -	$ 1,980.00	$ 1,980.00
6	Professional Service Hours	ECD	Site Analysis and Site Plans	$ 165.00	per hour	40	$ -	$ 6,600.00	$ 6,600.00
7	Professional Service Hours	ECD	Site Analysis w/ Owner	$ 165.00	per hour	12	$ -	$ 1,980.00	$ 1,980.00
8	Professional Service Hours	ECD	Preliminary Feasibility BMP's selection	$ 165.00	per hour	36	$ -	$ 5,940.00	$ 5,940.00
9	Professional Service Hours	ECD	Review preliminary feasibility selection w/ Owner	$ 165.00	per hour	8	$ -	$ 1,320.00	$ 1,320.00
10	Professional Service Hours	ECD	Prepare Feasibility Plans, Cost Analysis and Study	$ 165.00	per hour	32	$ -	$ 5,280.00	$ 5,280.00
11	Professional Service Hours	ECD	Review feasibility plan and study w/ Owner	$ 165.00	per hour	12.25455	$ 2,022.00	$ -	$ 2,022.00
12	Professional Service Hours	ECD	Final revisions & submit plan/study to Owner & LFUCG	$ 165.00	per hour	11.745454	$ -	$ 1,938.00	$ 1,938.00
13				***TOTAL PROJECT BUDGET:***			**$ 6,972.00**	**$ 27,888.00**	**$ 34,860.00**
14							**ORGANIZATION SHARE**	**GRANT SHARE**	
15			**COST SHARE % = 20.00%**				**20.0%**	**80.0%**	
16			**MUST BE > 20%**						
17	* Note: Organization share must be 20% of total project costs.								

FIGURE 1 – MAP OF PROJECT AREA (FROM PROPERTY VALUATION ADMINISTRATOR)



Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0916-25

File ID:	0916-25	**Type:**	Agenda Item	**Status:**	Agenda Ready
Version:	2	**Contract #:**		**In Control:**	Computer Services
				File Created:	09/17/2025
File Name:	Encore Proposal LFUCG Hybrid Cloud Assessment			**Final Action:**	

Title: Authorization to execute the necessary documents outlining an agreement with Encore Technologies, Inc., for assistance with a comprehensive application assessment and dependency mapping for the Division of Computer Services, and any related documents for the future operation, support, or maintenance of same. Phase one of the project not to exceed $135,000 in FY26. Funds are budgeted. (L0916-25)(Stewart/Rodgers)

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	Bluesheet Memo_EncoreTechnologies, Encore SOW LFUCG Hybrid Cloud Assessment, Encore W9 2025, Final_MA_758_2400000211-1_46_MA_FORM_ADV	**Enactment Number:**	
Deed #:		**Hearing Date:**	
Drafter:	Camille Brann	**Effective Date:**	

History of Legislative File

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

Text of Legislative File 0916-25

Title

Authorization to execute the necessary documents outlining an agreement with Encore Technologies, Inc., for assistance with a comprehensive application assessment and dependency mapping for the Division of Computer Services, and any related documents for the future operation, support, or maintenance of same. Phase one of the project not to exceed $135,000 in FY26. Funds are budgeted. (L0916-25)(Stewart/Rodgers)

Summary

Authorization to execute the necessary documents outlining an agreement with Encore Technologies, Inc., for assistance with a comprehensive application assessment and dependency mapping for the Division of Computer Services, and any related documents for

the future operation, support, or maintenance of same. Phase one of the project not to exceed $135,000 in FY26. Funds are budgeted. (L0916-25)(Stewart/Rodgers)

Budgetary Implications [select]: **Yes**/NO

Advance Document Review:

Law: { Select **Yes**/No, Completed by [Scott Jones, 09/18/25]}

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

Fully Budgeted [select]: **Yes**/No/Partial

Account Number: 1101-202505-0001-96207

This Fiscal Year Impact: $135,000.00

Annual Impact: $

Project:

Activity:

Budget Reference:

Current Balance: $350,000.00

MAYOR LINDA GORTON

LEXINGTON

LIZ RODGERS
CHIEF INFORMATION OFFICER

TO: Linda Gorton, Mayor

Honorable Members, Urban County Council

FROM: Paul Stewart, Director Computer Services

DATE: September 11, 2025

SUBJECT: Encore Technologies – Hybrid Cloud Migration

Request:

Authorize the Mayor, on behalf of the Lexington-Fayette Urban County Government, to execute the necessary documents outlining an agreement with Encore Technologies, Inc., for assistance with a comprehensive application assessment and dependency mapping for the Division of Computer Services, attached hereto and incorporated herein by reference, and further authorize the Mayor or the Chief Information Officer as her designee to execute any future documents necessary for the operation, support, or maintenance of the same, subject to the appropriation of sufficient funds. Phase one of the project not to exceed $135,000 in FY26.

Purpose:

This engagement aims to outline the scope, objectives and deliverables for a hybrid cloud assessment of Lexington's existing infrastructure. Partnering with Encore for this work will support informed decision-making around hybrid cloud adoption, ensuring compatibility with municipal priorities and compliance requirements. Through stakeholder engagement and technical analysis, the project aims to deliver a roadmap that enhances scalability, resilience, and service delivery across city departments.

Budgetary Implication: Cost for FY26 not to exceed $135,000.00

Are the funds budgeted? Yes

Account String: 1101-202505-0001-96207

File Number: 0916-25

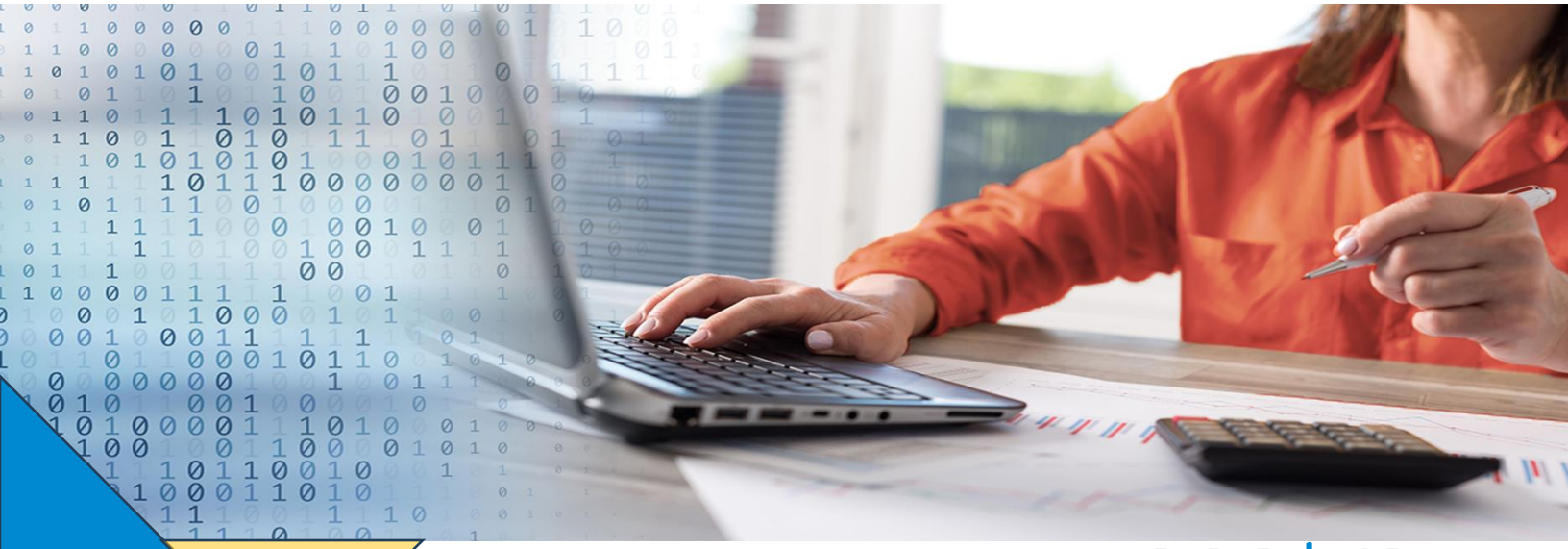
Director/Commissioner: Stewart/Rodgers

LEXINGTON

Professional Services Statement of Work

LFUCG – Hybrid Cloud Migration Program

July 15, 2025 • SOW ID# OPP0009331



699 Isaac Shelby Circle, Suite 2; Frankfort, KY 46012 •
4620 Wesley Ave, Cincinnati, Ohio 45212 • www.encore.tech

encore TECHNOLOGIES

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Entire Agreement

This Statement of Work ("SOW"), when signed, serves as the agreement between Lexington-Fayette Urban County Government ("Customer") and Encore Technologies for Professional Consulting services.

This statement of work shall adhere to the conditions set forth in the Commonwealth of Kentucky Master Agreement, MA-758-1600000490.

The project estimates and schedules outlined in this SOW are valid for ninety (90) days from the publication date of the SOW. Encore reserves the right to review and adjust these estimates and schedules if Customer does not approve the SOW within ninety (90) days.

Executive Summary

Lexington-Fayette Urban County Government (LFUCG) must migrate off aging VxRail infrastructure within 12 months while navigating a complex web of 86+ applications and 70+ databases. Rather than creating another unexecuted plan, this program delivers immediate migration wins through a systematic "easy-first" approach that builds momentum for increasingly complex migrations.

Our Strategy

Begin with comprehensive application assessment and dependency mapping (starting from databases to understand the full application ecosystem), then immediately execute migrations of the simplest applications to demonstrate value and establish processes. Each phase tackles the next level of complexity based on proven success from previous phases.

Phase 1 Outcome

Complete application portfolio rationalization with complexity scoring (1-5), plus successful migration of all "Level 1" applications off VxRail to establish patterns, processes, and quick wins.

Total Program Timeline

All phases to complete VxRail migration within 12 months.

Phase 1: Application Rationalization & Quick Win Migrations

Primary Objectives

- Map complete application ecosystem starting from database dependencies
- Score all 86+ applications on migration complexity (1-5 scale)
- Establish target hybrid cloud infrastructure
- Successfully migrate all "Level 1" (easiest) applications off VxRail
- Create detailed roadmap for Phases 2-4 based on complexity scoring

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Success Criteria:

- Complete application portfolio with dependency mapping and complexity scores
- Successfully migrate ~10 Level 1 applications to target hybrid cloud environment
- Establish repeatable migration processes and runbooks
- Achieve 15-20% reduction in VxRail workload from Phase 1 migrations
- Deliver prioritized roadmap for remaining applications

Scope of Work

1.1 Application Discovery & Dependency Mapping (Weeks 1-3)

Starting Point – Database Analysis for Application Discovery

- Inventory all 70+ databases and identify connecting applications
- Map application-to-database dependencies and data flows
- Identify shared databases and applications with multiple database connections
- Document application access patterns (internal users, external users, API connections)
- Network flow analysis to understand application communication patterns

Application Portfolio Development

- Validate and complete inventory of all 86+ applications
- Document current hosting (which VxRail cluster, resource utilization)
- Identify application owners and business criticality
- Map user access

1.2 Application Complexity Assessment (Weeks 4-5)

Complexity Scoring Criteria (1-5 Scale)

- Level 1 (Easiest) – Standalone applications, minimal dependencies, standard database connections, internal access only, no customizations
- Level 2 – Minor external dependencies, standard web applications, well-documented, minimal integrations
- Level 3 – Moderate complexity, some custom integrations, external user access, moderate dependencies
- Level 4 – High complexity, significant custom code, multiple integrations, compliance requirements
- Level 5 (Hardest) – Legacy applications, extensive customizations, critical dependencies, specialized hardware/software requirements

Assessment Areas

- Technical architecture complexity

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- Database dependencies and data gravity
- Integration points and API dependencies
- User access patterns and authentication requirements
- Compliance and security requirements
- Customization level and documentation quality
- Vendor support and modernization options

1.3 Target Environment Design & Setup (Weeks 6-7)

- Design hybrid cloud architecture for application hosting
- Implement core cloud infrastructure (compute, storage, networking)
- Establish hybrid connectivity and security controls
- Deploy migration tooling and automation
- Create standardized VM templates and deployment patterns
- Implement monitoring and backup solutions

1.4 Level 1 Application Migrations (Weeks 8-10)

- Develop migration runbooks and processes
- Execute migrations of all Level 1 applications (~10 applications)
- Perform testing and user acceptance validation
- Optimize performance and resolve any issues
- Document lessons learned and process improvements
- Knowledge transfer to LFUCG team

Deliverables

1.5 Discovery Phase

- Complete Application Portfolio Inventory
- Database-to-Application Dependency Maps
- Network Flow and Communication Analysis
- Current State Infrastructure Documentation

1.6 Assessment Phase

- Application Complexity Matrix (1-5 scoring for all applications)
- Migration Difficulty Assessment Report
- Quick Win Identification and Prioritization
- Risk Analysis for Each Application Category

1.7 Design Phase

- Target Hybrid Cloud Architecture
- Migration Strategy and Methodology
- Security and Compliance Framework
- Cost Analysis and Resource Planning

1.8 Migration Phase

- Migrated Level 1 Applications (~10 applications)
- Migration Runbooks and Process Documentation
- Testing and Validation Results
- Performance Optimization Reports

1.9 Planning Phase

- Phases 2-4 – Detailed Roadmap with scope and timeline for each phase
- Lessons Learned and Process Improvements
- Executive Summary with Phase 1 Results

Investment Structure

1.10 Phase 1 Investment

Time & Materials basis with estimated hours below

Estimate Resource Requirements:

Phase	Duration	Cloud Architect Hours (@$225/hr)	Project Manager Hours ($150/hr.)	Estimated Cost
Discovery & Mapping	3 weeks	120 hours	30 hours	$31,500
Complexity Assessment	2 weeks	85 hours	20 hours	$22,125
Infrastructure Setup	2 weeks	100 hours	20 hours	$25,500
Level 1 Migrations	3 weeks	145 hours	30 hours	$37,125
Total Professional Services	10 weeks	450 hours	100 hours	$116,250

1.11 Additional Costs

- Travel & Expenses – 4 on-site visits (estimated 2 people per visit, 2 days each) - $16,000
- Migration Tools & Utilities – Included in professional services
- Documentation & Knowledge Transfer – Included in professional services

1.12 Total Phase 1 Estimated Investment

Note: The following represents our best estimate based on the anticipated scope and complexity. Final billing will be based on actual hours worked and expenses incurred to complete the deliverables outlined in this SOW. We will provide weekly time tracking reports and will communicate immediately if we anticipate exceeding the estimated hours by more than 10%.

- Professional Services – $116,250
- Travel & Expenses – $16,000
- Phase 1 Total Estimate – $132,250

1.13 Payment Terms

- Monthly invoicing based on actual hours worked and expenses incurred
- Net 30 payment terms
- Weekly time reporting provided for transparency
- Immediate notification if scope changes or additional work is identified

1.14 Remaining Budget Allocation for Future Phases

- Phase 1 Actual – $132,250 (estimated)
- Each subsequent phase will be separately scoped and estimated based on Phase 1 findings

1.15 Cost Management

- Weekly status calls will include budget burn-rate discussions
- Any scope changes or additional work will require written approval before proceeding
- We will provide early warning if estimated hours appear insufficient for deliverable completion
- LFUCG retains right to pause or modify scope at any phase boundary based on budget considerations

Phase 1 Exclusions

- Cloud infrastructure costs (Azure/AWS resources, data egress, etc.)
- Software licensing for target environment
- Hardware procurement
- LFUCG internal resource time

Phase 2+ Roadmap Framework

Phase 2: Level 2 Applications (6-8 weeks)

- Applications requiring minor modifications or updates
- Standard web applications with moderate dependencies
- Estimated 15-20 applications

Phase 3: Level 3 Applications (6-8 weeks)

- Applications requiring significant planning and testing
- Custom integrations and external access requirements
- Estimated 10-15 applications

Phase 4: Level 4-5 Applications (8-10 weeks)

- Most complex applications requiring specialized approach
- Legacy applications potentially requiring modernization
- Estimated 5-10 applications

Target Completion

10-12 months from Phase 1 start, achieving complete VxRail decommissioning within your required timeline.

Success Metrics

- VxRail Reduction – 15-20% workload reduction after Phase 1
- Migration Success Rate – 100% successful Level 1 migrations with minimal downtime
- Process Efficiency – Established repeatable processes reducing future migration time
- Cost Optimization – Target 20% reduction in infrastructure operational costs
- Timeline Adherence – On-track for 12-month VxRail decommissioning

Responsibilities

Responsibilities are requirements that shall be fulfilled for work tasks to be performed.

1.16 Customer Responsibilities

The Customer shall fulfill the following responsibilities for Encore work tasks to be performed:

1. Customer shall identify a single point of contact with decision-making authority regarding this SOW for communication with Encore personnel.
2. Customer shall provide remote access capability via VPN or other equivalent means for Encore personnel to perform the Services.
3. Customer shall provide adequate facilities, access to basic office equipment as required, and a safe work environment for Encore personnel in order to perform the Services.
4. Customer shall communicate all applicable policies and procedures, e.g., screening, training, security, safety, conduct, etc., to Encore in advance of the commencement of Services by Encore.
5. Customer shall coordinate the activities of any third party (i.e., not engaged by Encore) subcontractor(s) to prevent delays or hindrances to Encore personnel due to such third-party subcontractor(s).
6. Customer shall provide necessary configurations and other relevant documentation to Encore.

7. Customer shall provide or procure all appropriate hardware, software, and licensing required for any project implementations.
8. Customer shall be responsible for final acceptance of the appropriate solutions presented by Encore.

1.17 Encore Responsibilities

Encore shall fulfill the following requirements:

1. Encore shall identify a single point of contact with decision-making authority regarding this SOW for communication with Customer personnel.
2. Encore shall present qualified resource(s) to Customer on a non-exclusive basis. Resource(s) shall have the necessary skill sets, certifications (as required) and experience to perform the Services in a professional and diligent manner and create quality deliverables that meet or exceed industry standards.
3. All Encore personnel and subcontractors, if any, who perform Services at the Customer facility shall comply with Customer's background check, drug and alcohol screening, facilities orientation, security, environmental protection, employee health and safety, supplier code of conduct, and other applicable policies and procedures.
4. Encore shall ensure resource(s) wear proper identification as agreed upon with Customer.
5. Encore shall manage resources assigned to perform the Services and meet with the Customer to discuss performance concerns.
6. Encore shall attend project meetings as requested by Customer and provide status updates on the progress of the Services and anticipated completion dates.
7. Encore shall ensure resource signs a confidentiality or non-disclosure agreement, non-compete agreement, and/or assignment of rights in created deliverables as required by Customer.
8. Encore shall pay wages to resource working for Customer in compliance with applicable law. Encore shall withhold and pay payroll taxes to the appropriate taxing agency(s) on behalf of resource.
9. Encore shall provide workers' compensation insurance and process workers' compensation claims involving resource.

SOW Change Order

Both parties recognize that the Customer may want to implement changes to the Services during the SOW Term. In the event of a change request from the Customer, Consultant shall prepare a written request specifying the change(s) to the Services ("Change Order"), including the impact that the change(s) shall have on the provision of the Services and the pricing. Both parties shall review the impact and determine approval or disapproval of the Change Order.

If an approved Change Order causes an increase or decrease in the charges for the Services, the new rate shall become effective once the change has been made to the Services. Any one-time, non-recurring charges to implement an approved change shall be defined in the Change Order.

Approval of the Change Order shall be confirmed by the signatures of authorized representatives of both parties. Upon approval, the Change Order shall be subject to the terms and conditions of this SOW.

No change to the Services shall be implemented until both parties have fully executed the Change Order.

Termination

Customer may terminate this SOW without cause, i.e., for its convenience, by providing at least thirty (30) business days prior written notice to Encore. Customer is responsible for the undisputed, unpaid amounts in all invoices for Services performed by Encore resources up to and including the date that services are discontinued.

All other termination should be in accordance with the MSA executed between Encore and Lexington-Fayette Urban County Government dated the Effective Date, reference Section 19 Termination – Rights of Termination.

Professional Services Statement of Work

Lexington-Fayette Urban County Government

This Professional Statement of Work ("SOW") is effective as of the last date entered below ("Effective Date") and entered into by SJN Data Center LLC, dba Encore Technologies, of address 4620 Wesley Avenue, Cincinnati, OH 45212 ("Encore"), and Lexington-Fayette Urban County Government ("Customer"), of 101 East 4th St, Owensboro KY 42303.

This SOW defines the performance by Encore for IT Professional Services ("Services") and the receipt or use of the same by Lexington-Fayette Urban County Government. The Services are subject to the terms and conditions in the Master Services Agreement ("Agreement") and the Professional Services Addendum ("Addendum") as executed by said parties. Duly authorized representatives of said parties executed this SOW as of the Effective Date.

Lexington-Fayette Urban County Government	SJN Data Center LLC, dba Encore Technologies
By:_____	By:_____
Print Name:_____	Print Name: _____
Title:_____	Title: _____
Effective Date:_____	Effective Date:_____

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

SJN Data Center, LLC

2 Business name/disregarded entity name, if different from above

Encore Technologies

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☑ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ P

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

4620 Wesley Ave

Requester's name and address (optional)

6 City, state, and ZIP code

Cincinnati, OH 45212

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN,* later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

4	7	–	2	5	1	2	2	9	6

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person** ▶ L + 2 **Date** ▶ 1/23/2025

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting,* later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the instructions for Part II for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code,* later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships,* earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code,* later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5[2]
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester,* later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.SSA.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/Businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. Go to *www.irs.gov/Forms* to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to *www.irs.gov/OrderForms* to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code,* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor[2]
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee[1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner[1]
6. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity[4]
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships,* earlier.

***Note:** The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov.* You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at *spam@uce.gov* or report them at *www.ftc.gov/complaint.* You can contact the FTC at *www.ftc.gov/idtheft* or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see *www.IdentityTheft.gov* and Pub. 5027.

Visit *www.irs.gov/IdentityTheft* to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Commonwealth of Kentucky

MASTER AGREEMENT MODIFICATION

CONTRACT INFORMATION

MASTER AGREEMENT NUMBER: MA 758 2400000211-1

Effective Date:	02/01/2024	Record Date:	09/05/2025
Expiration Date:	06/30/2026	Procurement Folder:	1584248
Document Description:	Dell NASPO Bands 1-3	Procurement Type:	Special Authority Goods & Svcs
Cited Authority:	Intergovernmental Purchases	Version Number:	46

CONTACT INFORMATION

ISSUER:
Jenifer Taylor
502-564-6522
jenifer.taylor@ky.gov

REASON FOR MODIFICATION

09/05/2025
Modify to add:

CL85 COT Dell Quote#3000193815028.1, No SPR1 Required for purchase under $1000.00

See Header attachments for documentation and approvals.
-MHubbard

VENDOR INFORMATION

Name /Address:	Contact:
KY0029231: DELL MARKETING L P DELL MARKETING L.P C/O DELL USA L.P PO BOX 802816 CHICAGO IL 60680-2816	FRANK CUPOLO 502-551-7974 Frank.Cupolo@dell.com
KY0058301: Ahead, Inc 401 N Michigan Ave Ste 3400 Chicago IL 60611	Roger Nienaber 5134601939 Roger.Nienaber@ahead.com
KS0013316: Converge Technology Solutions US, LLC DBA: Converge Technology Solutions US LLC 165 BARR ST Lexington KY 40507	Karen Smallwood 859.398.3222 karen.smallwood@convergetp.com
KY0002646: SJN Data Center LLC DBA: Encore Technologies 4620 Wesley Ave Cincinnati OH 45212	Brett Kiser 859-466-4092 brett.kiser@encore.tech

KY0048141: TRACE 3 LLC

7505 IRVINE CENTER DR STE 100

IRVINE CA 92618

DANA JACKS
888-475-6603

KY0033370: VOLTA INC

112 E MAIN ST, Suite #2

FRANKFORT KY 40601

SALES SUPPORT
859-296-5780
salessupport@voltainc.com

KY0030793: WORLD WIDE TECHNOLOGY LLC

1 World Wide Way

SAINT LOUIS MO 63146

CAROL HARTING
314-995-6103
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KY0080516: THE DRALA PROJECT INC
DBA: THE REDESIGN GROUP
222 PACIFIC COAST HWY

EL SEGUNDO CA 90245

CHAD CLARK
6155850050
Chad.Clark@redesign-group.com

COMMODITY / SERVICE INFORMATION

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
1	1.00000	EA	$0.000000	$0.00			$0.00

Dell NASPO Bands 1-3-DO NOT USE

Extended Description:

April 28, 2025 Renumber to MA 758 2400000211-1 due to commodity line capacity in EMARS.

The Commonwealth of Kentucky shall obtain quotes ONLY from Dell, and not the resellers/partners, for all requests related to Dell Client/End User Devices, Peripherals and Related Services (laptops, desktops, tablets, notebooks and computer peripherals, etc.), unless otherwise approved by the Commonwealth Office of Technology (COT).

For all other requests (Dell Servers and Dell Storage), the Commonwealth of Kentucky shall obtain quotes from Dell or the authorized resellers/partners, unless otherwise approved by the Commonwealth Office of Technology (COT).

Agency must provide a quote and an approved SPR1 to OPS.Reporting@ky.gov to be added to MA.

BAND 1: Product offerings that utilize the Windows operating system. This Band includes: . Zero clients; . Thin clients; . All-in-ones; . Workstations; . Notebooks; . Mobile thin clients; and . Ruggedized equipment.

BAND 2: Product offerings that utilize an operating system that is not Windows. This Band includes: . Zero clients; . Thin clients; . All-in-ones; . Workstations; . Notebooks; . Mobile thin clients; and . Ruggedized equipment.

Band 3: This Band includes:

Servers and storage devices (physical or virtual computer dedicated to run one or more services or applications, as a host, to serve the needs of the users of other computers on a network);

Server and storage appliances (devices, hardware, and software preconfigured by the manufacturer); and

Embedded networking components such as those found in blade chassis systems.

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
2	0.00000		$0.000000	$11,418.24	2025-04-30	2025-06-30	$11,418.24

OAG Dell Quote #3000188927117.1

Extended Description:

OAG Dell Quote #3000188927117.1

(8) Dell Mobile Precision Workstation 3591

With approved SPR1 030 25*5893
One-Time Purchase

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
3	0.00000		$0.000000	$10,579.38	2025-05-02	2025-06-30	$10,579.38

KREF Dell Quote #3000189083993.1

Extended Description:
KREF Dell Quote #3000189083993.1

(11) Dell Pro 16 (PC16250) BTX Base
(12) Dell Pro Dock - WD25

With approved SPR1 066 25-5982
One Time Purchase

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
4	0.00000		$0.000000	$1,792.00	2025-05-02	2025-06-30	$1,792.00

OAG Dell Quote #3000187472205.2

Extended Description:
OAG Dell Quote #3000187472205.2

(12) Dell Pro 24 Plus Monitor - P2425H
(4) Dell Monitor Slim Soundbar - SB521A

With approved SPR1 040 25*5926
One-Time Purchase

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
5	0.00000		$0.000000	$46,838.88	2025-05-08	2025-06-30	$46,838.88

AGR Dell Quote #3000188232690.2

Extended Description:
AGR Dell Quote #3000188232690.2

(18) Dell Pro 14 Plus (PB14250) XCTO Base
(18) Dell Premier Multi-Device Wireless Keyboard & Mouse - KM7321W
(18) DellUltraSharp27ThndrbltTMHubMon-U2724DE
(18) Dell UltraSharp 27 Monitor - U2724D

With approved SPR1 035 25*5751
One-time purchase

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
6	0.00000		$0.000000	$63,297.40	2025-05-08	2025-06-30	$63,297.40

AGR Dell Quote #3000188230241.2

Extended Description:
AGR Dell Quote #3000188230241.2

(23) Dell Pro 14 Plus (PB14250) XCTO Base
(23) Dell Premier Multi-Device Wireless Keyboard & Mouse - KM7321W
(25) DellUltraSharp27ThndrbltTMHubMon-U2724DE
(25) Dell UltraSharp 27 Monitor - U2724D
(1) Dell Pro 14 Plus (PB14250) XCTO Base

With approved SPR1 035 25*5765
One-time purchase

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
7	0.00000		$0.000000	$246.74	2025-05-08	2025-06-30	$246.74

COT Dell Quote #3000189135837.1

Extended Description:
COT Dell Quote #3000189135837.1

(1) Dell Memory Upgrade - 32 GB - 2Rx8 DDR5 UDIMM 5600 MT/s

SPR1 not required under $1000.00
One-time purchase

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
8	0.00000		$0.000000	$80.24	2025-05-08	2025-06-30	$80.24

COT Dell Quote #3000189134021.1

Extended Description:
COT Dell Quote #3000189134021.1

(1) Dell Palmrest Assembly with Thunderbolt

SPR1 not required under $1000.00
One-time purchase

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
9	0.00000		$0.000000	$719.20	2025-05-08	2025-06-30	$719.20

COT Dell Quote #3000189135469.2

Extended Description:
COT Dell Quote #3000189135469.2

(5) Dell 14.0" FHD Non-Touch Anti-Glare LCD with Bracket

SPR1 not required under $1000.00
One-time purchase

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
10	0.00000		$0.000000	$26,400.64	2025-05-12	2025-06-30	$26,400.64

COT Dell Quote #3000188694047.1

Extended Description:
COT Dell Quote #3000188694047.1

(32) SI# B4S570 OptiPlex Micro Form Factor 7020 XCTO

With SPR1 079 25*6022
One-Time Purchase

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
11	0.00000		$0.000000	$2,473.00	2025-05-12	2025-06-30	$2,473.00

COT Dell Quote #3000189134992.1

Extended Description:
COT Dell Quote #3000189134992.1

(100) Dell 65W USB-C Adapter

With SPR1 079 25*6041
One-Time Purchase

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
12	0.00000		$0.000000	$67,266.40	2025-05-14	2025-06-30	$67,266.40

AGR Dell Quote #3000189430734.1

Extended Description:
AGR Dell Quote #3000189430734.1

(40) Dell Pro 14 Plus (PB14250) XCTO Base

With SPR1 035 25*6125
One-Time Purchase

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
13	0.00000		$0.000000	$884.78	2025-05-14	2025-06-30	$884.78

COT Dell Quote #3000189447722.1

Extended Description:

COT Dell Quote #3000189447722.1

(1) Monitor Dell Ultrasharp 4K com HUB USB-C de 43"
U4323QE

No SPR1 required quote under $1,000.
One-Time Purchase

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
14	0.00000		$0.000000	$776.96	2025-05-16	2025-06-30	$776.96

COT Dell Quote #3000189605603.1.

Extended Description:
COT Dell Quote #3000189605603.1.

(2) Dell Pro 32 Plus 4K USB-C Hub Monitor - P3225QE

No SPR1 required under $1,000.
One-Time Purchase.

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
15	0.00000		$0.000000	$1,851.36	2025-05-20	2025-06-30	$1,851.36

DMA Dell Quote #3000188153460.3

Extended Description:
DMA Dell Quote #3000188153460.3.

(3) Dell Pro Micro QCM1250

SPR1 095 25*6224
One-Time Purchase.

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
16	0.00000		$0.000000	$138,740.00	2025-05-20	2025-06-30	$138,740.00

COT Dell Quote #3000189605841.1

Extended Description:
COT Dell Quote #3000189605841.1

(1000) Dell Pro 24 Plus Monitor - P2425H

SPR1 079 25*6195
One-Time Purchase.

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
17	0.00000		$0.000000	$96,204.00	2025-05-21	2025-06-30	$96,204.00

ELC Dell Quote #3000189585296.2

Extended Description:
ELC Dell Quote #3000189585296.2

(400) Dell Latitude 3140 BTX

With approved SPR1 507 25*6238
One-Time Purchase.

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
18	0.00000		$0.000000	$42.54	2025-05-23	2025-06-30	$42.54

COT Dell Quote #3000190431454.1

Extended Description:
COT Dell Quote #3000190431454.1

(1) Dell EcoLoop Protective Case for Latitude 7350 Detachable

No SPR1 required under $1,000.00
One-Time Purchase.

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
19	0.00000		$0.000000	$33,711.06	2025-05-29	2025-06-30	$33,711.06

PAC Dell Quote #3000190383587.2

Extended Description:
PAC Dell Quote #3000190383587.2

(2) Precision 3460 SFF BTX BASE

With SPR1 030 25*6404
One-Time Purchase

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
20	0.00000		$0.000000	$10,315.41	2025-05-29	2025-06-30	$10,315.41

COT Dell Quote #3000189627156.1

Extended Description:
COT Dell Quote #3000189627156.1

(3) Dell 3.84TB SSD up to SAS 24Gbps ISE Read Intensive 512e 2.5in Hot-plug 1WPD [3.84TB SSD up to SAS 24Gbps ISE Read Intensive 512e 2.5in Hot-Plug 1WPD, CK]

With SPR1 079 25*6364
One-Time Purchase

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
21	0.00000		$0.000000	$4,387.44	2025-05-29	2025-06-30	$4,387.44

KPPA Dell Quote #3000189648954.2

Extended Description:
KPPA Dell Quote #3000189648954.2

(2) XPS 13 9350
(2) Dell Dock WD19S 130w Power Delivery 180w AC

No SPR1 required for KPPA.
One-Time Purchase

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
22	0.00000		$0.000000	$25,242.40	2025-06-03	2026-06-30	$25,242.40

KPPA Dell Quote #3000190615952.1

Extended Description:
KPPA Dell Quote #3000190615952.1.

(20) Dell Latitude 5550 XCTO Base
(20) Dell Pro Dock - WD25

No SPR1 required for KPPA
One-time Purchase.

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
23	0.00000		$0.000000	$25,242.40	2025-06-03	2026-06-30	$25,242.40

KPPA Dell Quote #3000190616416.1

Extended Description:
KPPA Dell Quote #3000190616416.1

(20) Dell Latitude 5550 XCTO Base
(20) Dell Pro Dock - WD25

No SPR1 required for KPPA
One-Time Purchase.

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total

24	0.00000		$0.000000	$1,999.98	2025-06-03	2026-06-30	$1,999.98

KDE Dell Quote #3000188580661.2

Extended Description:
KDE Dell Quote #3000188580661.2

(6) Dell Chromebook 3120

With SPR1 540 25*6033
One-Time Purchase.

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
25	0.00000		$0.000000	$18,950.00	2025-06-09	2026-06-30	$18,950.00

COT Encore Quote 81227

Extended Description:
COT Encore Quote 81227
Mfr Part 405-AAZY
Dell HBA355e Adapter Low Profile/Full Height, Customer Install - PCI Express - Plug-in Card - TAA Compliance @ 475.00
and
Mfr. Part 210-BBII
Dell ME5012 Storage Array, 12Gb SAS 8 Port Dual Controller, Rack Rails 2U, ME Series 2U Bezel, Power Supply, 580W, Redundant, WW, PowerVault ME 2U-12, CE Label Marking, PowerVault ME5x12 Shipping
Dell Hardware Limited Warranty, ProSupport Next Business Day Onsite Service After Problem Diagnosis 3 Years, ProSupport Next Business Day Onsite Service After Problem Diagnosis 2 Years Extended, ProSupport 7x24 Technical Support and Assistance 5 Years, Dell Limited Hardware Warranty Extended Year(s).
Thank you choosing Dell ProSupport. For tech support, visit //www.dell.com/support or call 1-800- 945-3355
On-Site Installation Declined
12Gb HD-Mini to HD-Mini SAS Cable, 2M, 8TB Hard Drive SAS ISE 12Gbps 7.2K 512e 3.5in Hot-Plug, AG Drive (12), Powercord,125 Volt,15Amp,10 Foot, C13 to NEMA 5-15, Powercord,125 Volt,15Amp,10 Foot, C13 to NEMA 5-15 @ $18,475.00.
With approved SPR1 079 25000006612.

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
26	0.00000		$0.000000	$196.05	2025-06-10	2026-06-30	$196.05

COT Dell Quote #3000190753416.1

Extended Description:
COT Dell Quote #3000190753416.1:

(1) Dell M.2 PCIe NVME Gen 4x4 Class 40 2280 Solid State Drive - 1TB

No SPR1 required under $1,000.00.

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
27	0.00000		$0.000000	$8,868.00	2025-06-16	2026-06-30	$8,868.00

COT Dell Quote #3000190935205.1

Extended Description:
COT Dell Quote #3000190935205.1
(100) CPX-3PCVM BTRY,PRI,68WHR,4C,LITH,BYD
One-Time Purchase
SPR1 079 25-6804

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
28	0.00000		$0.000000	$35,044.00	2025-06-16	2026-06-30	$35,044.00

COT Dell Quote #3000191137023.1

Extended Description:
COT Dell Quote #3000191137023.1
(200) P2725H Dell Pro 27 Plus Monitor.
Includes:
sku 814-5380 Dell Limited Hardware Warranty
sku 814-5381 Dell Advanced Exchange Service, 3 Yr.
One-Time Purchase
SPR1 079 25-6793

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
29	0.00000		$0.000000	$1,470.50	2025-06-16	2026-06-30	$1,470.50

COT Dell Quote #3000190934846.1

Extended Description:
COT Dell Quote #3000190934846.1
(50) 450-BBNN Dell 100W USB-C AC Adapter
One-Time Purchase
SPR1 079 25-6794

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
30	0.00000		$0.000000	$469.68	2025-06-16	2026-06-30	$469.68

CL30 COT Dell Quote #3000190761925.1

Extended Description:
CL30 COT Dell Quote #3000190761925.1
(1) 210-BRHY Dell Pro 34 Plus USB-C Hub Monitor - P3425WE, includes:
sku 844-1960 Advanced Exchange Service 3 Years
sku 844-1966 Dell Limited Hardware Warranty
One-Time Purchase
No SPR1 required (under $1,000 purchase)

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
31	0.00000		$0.000000	$158.01	2025-06-18	2026-06-30	$158.01

COT Dell Quote 3000191305511.1

Extended Description:
COT Dell Quote 3000191305511.1
(1) BZL,RGB CMRA+MIC,NT,5440/3480
(1) ASSY,LCD,NT14FHD250,5440/3480#
One-Time Purchase
No SPR1 required (under $1,000 purchase)

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
32	0.00000		$0.000000	$1,268.49	2025-06-18	2026-06-30	$1,268.49

CCDD Dell Quote 3000185319512.3

Extended Description:
CCDD Dell Quote 3000185319512.3
(1) Dell Mobile Precision Workstation 3590
One-Time Purchase
SPR1 125 25-6811

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
33	0.00000		$0.000000	$173,593.50	2025-06-20	2026-06-30	$173,593.50

COT Dell Quote 3000191306777.2

Extended Description:
COT Dell Quote 3000191306777.2
SI# B4S570 Latitude 7350 Detachable, XCTO (75)
Latitude 7350 Detachable Collaboration Keyboard and Pen - US English (75)
Dell Wired Keyboard and Mouse - KM300C (75)
Dell Pro Thunderbolt 4 Smart Dock SD25TB4 (75)
One Time Purchase
SPR1 079 25*6889

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
34	0.00000		$0.000000	$4,343.90	2025-06-23	2026-06-30	$4,343.90

COT Dell Quote#3000191120056.1

Extended Description:
COT Dell Quote#3000191120056.1:

(1) Dell Mobile Precision Workstation 7780 CTO
(1) Dell Performance Dock WD19DCS
(1) Dell Wired Keyboard and Mouse - KM300C

With SPR1 079 25-6843
One-Time Purchase

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
35	0.00000		$0.000000	$57,864.50	2025-06-23	2026-06-30	$57,864.50

COT Dell Quote#3000191306935.2

Extended Description:
COT Dell Quote#3000191306935.2

(25) SI# B4S570 Latitude 7350 Detachable, XCTO
(25) Latitude 7350 Detachable Collaboration Keyboard and Pen -US English
(25) Dell Wired Keyboard and Mouse - KM300C
(25) Dell Pro Thunderbolt 4 Smart Dock SD25TB4

With SPR1 079 25-6888
One-Time Purchase

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
36	0.00000		$0.000000	$600,276.00	2025-06-23	2026-06-30	$600,276.00

COT Dell Quote#3000191351977.1

Extended Description:
COT Dell Quote#3000191351977.1

(400) SI# B4S570 Dell Pro Max 16
(400) Dell Wired Keyboard and Mouse - KM300C
(400) Dell Pro Thunderbolt 4 Smart Dock SD25TB4

With SPR1 079 25-6871
One-Time Purchase

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
37	0.00000		$0.000000	$750,345.00	2025-06-25	2026-06-30	$750,345.00

COT Dell Quote #3000191426575.1

Extended Description:
COT Dell Quote #3000191426575.1:

(500) SI# B4S570 Dell Pro Max 16
(500) Dell Wired Keyboard and Mouse - KM300C
(500) Dell Pro Thunderbolt 4 Smart Dock SD25TB4

With SPR1 079 25-6956
One-Time Purchase

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
38	0.00000		$0.000000	$2,884.10	2025-06-25	2026-06-30	$2,884.10

Treasury Dell Quote #3000191322364.1

Extended Description:
Treasury Dell Quote #3000191322364.1

PROSUPPORT HARDWARE MAINTENANCE - DELL NETWORK SERVERS

With SPR1 125 25-6892
One-Time Purchase

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
39	0.00000		$0.000000	$388.48	2025-06-27	2026-06-30	$388.48

COT Dell Quote#3000191713047.1

Extended Description:
COT Dell Quote#3000191713047.1.

(1) Dell Pro 32 Plus 4K USB-C Hub Monitor - P3225QE

No SPR1 required under $1,000.00
One-Time Purchase

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
40	0.00000		$0.000000	$133.58	2025-07-01	2026-06-30	$133.58

COT Dell Quote #3000191722759.1

Extended Description:
COT Dell Quote #3000191722759.1

(1) Dell LCD Back Case/Rear Cover RGB with WLAN Antenna and gasket
(1) ASSY,DOOR,BTM,GRAPH,U/D,3470,#

No SPR1 required under $1,000.00
One-Time Purchase

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
41	0.00000		$0.000000	$138,740.00	2025-07-01	2026-06-30	$138,740.00

COT Dell Quote #3000191692942.1

Extended Description:
COT Dell Quote #3000191692942.1

(1000) Dell Pro 24 Plus Monitor - P2425H

With SPR1 079 25-7057
One-Time Purchase

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
42	0.00000		$0.000000	$1,574.70	2025-07-01	2026-06-30	$1,574.70

COT Dell Quote #3000191644681.1

Extended Description:
COT Dell Quote #3000191644681.1

(30) Dell 130W USB-C AC Adapter

With SPR1 079 25-7059
One-Time Purchase

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
43	0.00000		$0.000000	$15,968.10	2025-07-08	2026-06-30	$15,968.10

DMA Dell Quote # DMA Dell Quote #3000191680521.1

Extended Description:
CL43 DMA Dell Quote # DMA Dell Quote #3000191680521.1

(51) Dell Chromebook 3110 2-in-1
(51) NEW GOOGLE CHROME EDU PERPETUAL LICENSE (NO RESELLERS)

With SPR1 095 26-0001
One-Time Purchase

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
44	0.00000		$0.000000	$5,529.28	2025-07-09	2026-06-30	$5,529.28

Treasury Dell Quote #3000180685928.3

Extended Description:
Treasury Dell Quote #3000180685928.3

(4) Latitude 7350 Detachable, BTX
(4) Latitude 7350 Detachable Collaboration Keyboard and Pen - US English

With SPR1 125 26-0015
One-Time Purchase

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
45	0.00000		$0.000000	$4,740.00	2025-07-09	2026-06-30	$4,740.00

DMA Dell Quote #3000191290481.1

Extended Description:
DMA Dell Quote #3000191290481.1

(12) Dell Pro 32 Plus 4K USB-C Hub Monitor P3225QE

With SPR1 095 25-6824
One-time Purchase

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
46	0.00000		$0.000000	$190.28	2025-07-10	2026-06-30	$190.28

COT Dell Quote #3000192084954.1

Extended Description:
COT Dell Quote #3000192084954.1

(1) Dell 1TB Performance SSD TLC 2280 Gen4 SED Ready

No SPR1 required under $1,000.00.
One-Time Purchase

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
47	0.00000		$0.000000	$7,683.16	2025-07-10	2026-06-30	$7,683.16

PAC Dell Quote #3000192037787.1

Extended Description:
PAC Dell Quote #3000192037787.1.

(4) Dell Pro 14 Plus (PB14250) XCTO Base
(4) Dell Pro Plus Active Pen - PN5122W

With SPR1 030 26-0135.
One-Time Purchase.

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
48	0.00000		$0.000000	$8,185.44	2025-07-14	2026-06-30	$8,185.44

PAC Dell Quote #3000192039624.1

Extended Description:
PAC Dell Quote #3000192039624.1

(1) PowerEdge R450 Server [PowerEdge R450 Tailor Made -[pe_r450_tm]]

With approved SPR1 030 26-0167
One-Time Purchase

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
49	0.00000		$0.000000	$19,757.40	2025-07-17	2026-06-30	$19,757.40

DMA Dell Quote #3000191680521.2

Extended Description:
DMA Dell Quote #3000191680521.2

(51) NEW GOOGLE CHROME EDU PERPETUAL LICENCE (NO RESELLERS)

(51) Dell Chromebook 3120

With approved SPR1 095 26-0001
One-Time Purchase

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
50	0.00000		$0.000000	$750,345.00	2025-07-22	2026-06-30	$750,345.00

COT Dell Quote #3000192279584.1

Extended Description:
COT Dell Quote #3000192279584.1

(500) SI# B4S570 Dell Pro Max 16 (MC16250) XCTO Base

(500) Dell Wired Keyboard and Mouse - KM300C
(500) Dell Pro Thunderbolt 4 Smart Dock SD25TB4

With approved SPR1 079 26-353
One-Time Purchase

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
51	0.00000		$0.000000	$1,511.97	2025-07-23	2026-06-30	$1,511.97

DMA Dell Quote #3000192354449.1

Extended Description:
DMA Dell Quote #3000192354449.1

(1) Dell Pro Max 16 (MC16250) XCTO Base

With approved SPR1 095 26-334
One-Time Purchase

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
52	0.00000		$0.000000	$709.40	2025-07-24	2026-06-30	$709.40

COT Dell Quote #3000192545666.1

Extended Description:
COT Dell Quote #3000192545666.1.

(10) BTRY,PRI,63WHR,4C,LITH,SMP

No SPR1 required under $1,000.00
One-Time Purchase

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
53	0.00000		$0.000000	$428.88	2025-07-24	2026-06-30	$428.88

Treasury Dell Quote #3000192503205.1

Extended Description:
Treasury Dell Quote #3000192503205.1

(3) Dell Pro Smart Dock - SD25

With approved SPR1 125 26-434
One-Time Purchase

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
54	0.00000		$0.000000	$3,510.78	2025-07-25	2026-06-30	$3,510.78

DMA Dell Quote #3000192534589.2

Extended Description:
DMA Dell Quote #3000192534589.2

(1) Dell Pro Max 16 (MC16250) XCTO Base
(1) Dell Pro Thunderbolt 4 Smart Dock - SD25TB4
(1) Dell Pro Smartcard Keyboard - KB813 - US English
(1) Dell UltraSharp 49 Curved Monitor - U4924DW, 124.5cm (49")

With approved SPR1 095 26-422
One-Time Purchase

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
55	0.00000		$0.000000	$7,661.44	2025-07-25	2026-06-30	$7,661.44

DMA Dell Quote #3000191397570.3

Extended Description:
DMA Dell Quote #3000191397570.3

(4) Dell Pro 14 (PC14250) XCTO Base
(12) Dell Pro 27 Plus Monitor - P2725H
(4) Dell Pro Dock - WD25

(4) Dell Pro Smartcard Keyboard - KB813 - US English
(4) Dell Pro Wired Mouse - MS3220 - Black

With approved SPR1 095 026-205
One-Time Purchase

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
56	0.00000		$0.000000	$183.75	2025-07-29	2026-06-30	$183.75

COT Dell Quote 3000192700401.1

Extended Description:
COT Dell Quote 3000192700401.1

(1) Dell Performance Dock WD19DCS

No SPR1 required for purchase under $1,000.00
One Time Purchase.

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
57	0.00000		$0.000000	$95,519.00	2025-07-30	2026-06-30	$95,519.00

COT Dell Quote 3000192043741.3

Extended Description:
COT Dell Quote 3000192043741.3

(50) Dell Pro Rugged, RB14250 XCTO

With approved SPR1 079 26-473
One-Time Purchase

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
58	0.00000		$0.000000	$4,727.92	2025-08-01	2026-06-30	$4,727.92

KSP Dell Quote 3000192374980.2

Extended Description:
KSP Dell Quote 3000192374980.2
(3) Dell Pro Rugged, RB14250 XCTO
With approved SPR1 520 26-517
One-Time Purchase

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
59	0.00000		$0.000000	$8,969.88	2025-08-06	2026-06-30	$8,969.88

DMA Dell Quote #3000192354666.1

Extended Description:
DMA Dell Quote #3000192354666.1

(4) Dell Pro Max 16 (MC16250) XCTO Base
(12) Dell Pro 27 Plus Monitor - P2725H
(4) Dell Pro Dock - WD25

With approved SPR1 095 26-0205
One-Time Purchase

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
60	0.00000		$0.000000	$3,950.00	2025-08-06	2026-06-30	$3,950.00

DMA Dell Quote #3000192956136.1

Extended Description:
DMA Dell Quote #3000192956136.1

(10) Dell Pro 32 Plus 4K USB-C Hub Monitor - P3225QE

With approved SPR1 095 26-0500
One-Time Purchase

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total

61	0.00000		$0.000000	$8,102.50	2025-08-08	2026-06-30	$8,102.50

PAC Dell Quote #3000192991121.1

Extended Description:
PAC Dell Quote #3000192991121.1

(40) Dell Pro 24 Plus Monitor - P2425H
(10) Dell Pro Thunderbolt 4 Smart Dock SD25TB4

With approved SPR1 030 26-0687
One-Time Purchase

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
62	0.00000		$0.000000	$195.49	2025-08-08	2026-06-30	$195.49

COT Dell Quote #3000193095604.1

Extended Description:
COT Dell Quote #3000193095604.1

(1) Dell 1TB Performance SSD TLC 2280 Gen4

No SPR1 required under $1,000.00
One-Time Purchase

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
63	0.00000		$0.000000	$642.80	2025-08-08	2026-06-30	$642.80

COT Dell Quote #3000193050486.1

Extended Description:
COT Dell Quote #3000193050486.1

(5) Dell Touch/Non-Touch LCD, RGB Camera and Microphone Bezel
(5) Dell 14.0" FHD Non-Touch Anti-Glare LCD with Bracket

No SPR1 required under $1,000.00
One-Time Purchase

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
64	0.00000		$0.000000	$39,030.16	2025-08-14	2026-06-30	$39,030.16

COT Dell Quote #3000193057229.1

Extended Description:
COT Dell Quote #3000193057229.1
(8)Dell Pro Max Plus MB18250 XCTO Base
(8) Dell Pro Smart Dock SD25TB5
(8) Dell Wired Keyboard & Mouse - KM300C
Approved SPR1 079 26-769
One-Time Purchase

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
65	0.00000		$0.000000	$2,694.75	2025-08-14	2026-06-30	$2,694.75

COT Dell Quote #3000193036321.1

Extended Description:
COT Dell Quote #3000193036321.1
(75) Dell 100W USB-C AC Adapter
Approved SPR1 079 26-743
One-Time Purchase

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
66	0.00000		$0.000000	$5,500.54	2025-08-14	2026-06-30	$5,500.54

COT Dell Quote #3000193037050.2

Extended Description:
COT Dell Quote #3000193037050.2
(2) SI# B4S570 Dell Pro Max Tower T2 (FCT2250)CTO Base.
Approved SPR1 079 26-744

One-Time Purchase

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
67	0.00000		$0.000000	$190.28	2025-08-14	2026-06-30	$190.28

COT Dell Quote #3000193211105.1

Extended Description:
COT Dell Quote #3000193211105.1
(1) Dell 1TB Performance SSD TLC 2280 Gen3
No SPR1 required under $1,000.00.
One-Time Purchase

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
68	0.00000		$0.000000	$324,341.75	2025-08-14	2026-06-30	$324,341.75

KSFB Dell Quote #3000192247039.2

Extended Description:
KSFB Dell Quote #3000192247039.2
(75) Dell Pro 24 All-in-One Plus QB24250
(100) Dell Pro Max 16 XE (MC16250) XCTO Base
(100) Dell Pro Thunderbolt 4 Smart Dock SD25TB4
Approved SPR1 235 26-260
One-Time Purchase

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
69	0.00000		$0.000000	$195.49	2025-08-15	2026-06-30	$195.49

COT Dell Quote #3000193309978.1

Extended Description:
COT Dell Quote #3000193309978.1
(1) Dell 1TB Performance SSD TLC 2280 Gen4
No SPR1 required under $1,000.00
One-Time Purchase

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
70	0.00000		$0.000000	$781.80	2025-08-18	2026-06-30	$781.80

COT Dell Quote #3000193318014.1

Extended Description:
COT Dell Quote #3000193318014.1
(10) Dell 3-cell 42 Wh Lithium Ion Replacement Battery for Select Laptops

No SPR1 required under $1,000.00.
One-Time Purchase

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
71	0.00000		$0.000000	$2,370.00	2025-08-19	2026-06-30	$2,370.00

DMA Dell Quote #3000192914565.1

Extended Description:
DMA Dell Quote #3000192914565.1
(6) Dell Pro 32 Plus 4K USB-C Hub Monitor - P3225QE

With SPR1 095 26-0768
One-Time Purchase

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
72	0.00000		$0.000000	$7,845.00	2025-08-22	2026-06-30	$7,845.00

COT Dell Quote #3000193348078.1

Extended Description:
COT Dell Quote #3000193348078.1
(500) Dell Wired Keyboard and Mouse - KM300C

SPR1 079 26-940
One-Time Purchase

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
73	0.00000		$0.000000	$94,604.10	2025-08-22	2026-06-30	$94,604.10

COT Dell Quote #3000193242058.1

Extended Description:

COT Dell Quote 3000193242058.1
(30) SI# B4S570 Latitude 7230 Rugged Extreme
(30) Dell Pro Thunderbolt 4 Smart Dock SD25TB4
(30) Dell Wired Keyboard and Mouse - KM300C
(30) Dell Keyboard for Latitude 7230 Rugged Extreme Tablet - US English

SPR1 079 26-937
One-Time Purchase

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
74	0.00000		$0.000000	$3,805.47	2025-08-22	2026-06-30	$3,805.47

CCDD Dell Quote #3000193252779.1

Extended Description:

CCDD Dell Quote 3000193252779.1
(3) Dell Pro Max 16 (MC16250) BTX Base

SPR1 125 26-920
One-Time Purchase

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
75	0.00000		$0.000000	$25,308.36	2025-08-22	2026-06-30	$25,308.36

COT Dell Quote #3000193315571.1

Extended Description:

COT Dell Quote 3000193315571.1
(22) SI# B4S570 Dell Pro 24 All-in-One QC24250 65W

SPR1 079 26-987
One-Time Purchase

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
76	0.00000		$0.000000	$10,788.50	2025-08-22	2026-06-30	$10,788.50

COT Dell Quote #3000193388626.2

Extended Description:

COT Dell Quote 3000193388626.2
(5) SI# B4S570 Dell Pro Rugged, RB14250 XCTO
(5) Dell Wired Keyboard and Mouse - KM300C
(5) Dell Pro Thunderbolt 4 Smart Dock SD25TB4

SPR1 079 26-986
One-Time Purchase

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
77	0.00000		$0.000000	$24,393.85	2025-08-22	2026-06-30	$24,393.85

KSP Quote #3000193006849.1

Extended Description:

KSP Dell Quote 3000193006849.1
(5) Dell Pro Max 18 Plus (MB18250) XCTO Base
(5) Dell Wired Keyboard and Mouse - KM300C
(5) Dell Pro Smart Dock SD25TB5

Approved SPR1 520 26-966
One-Time Purchase

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
78	0.00000		$0.000000	$700.00	2025-08-27	2026-06-30	$700.00

DMA Quote #3000193409012.1

Extended Description:
CL78 DMA Dell Quote 3000193409012.1
(5) Dell Pro Dock WD25

No SPR1 required for purchase under $1,000.
One-Time Purchase

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
79	0.00000		$0.000000	$27.79	2025-08-27	2026-06-30	$27.79

COT Quote #3000193651832.1

Extended Description:
COT Quote # 3000193651832.1,
(1) Dell English-US Backlit Keyboard with 99-keys

No SPR1 required for purchase under $1,000.
One-Time Purchase

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
80	0.00000		$0.000000	$35,044.00	2025-09-02	2026-06-30	$35,044.00

COT Quote #300193649623.1

Extended Description:
COT Quote 3000193649623.1
(200) Dell Pro 27 Plus Monitor - P2725H

With approved SPR1 079 26000001145
One-Time Purchase

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
81	0.00000		$0.000000	$1,471.40	2025-09-02	2026-06-30	$1,471.40

DMA Quote #3000193494947.1

Extended Description:
DMA Quote #3000193494947.1
(1) Dell Pro 16 Plus XCTO Base (PB16255)
(1) Dell Pro Dock - WD25

With approved SPR1 095 26000001012
One-time Purchase

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
82	0.00000		$0.000000	$330.00	2025-09-02	2026-06-30	$330.00

KDE Quote #300193819176.1

Extended Description:
KDE Quote #300193819176.1
(1) Dell Chromebook 3120

No SPR1 required for purchase under $1,000.
One-time Purchase

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
83	0.00000		$0.000000	$3,953.00	2025-09-04	2026-06-30	$3,953.00

COT Dell Quote #3000193721884.1

Extended Description:
COT Dell Quote 3000193721884.1
(50) Dell 4-cell 68 Wh Lithium Ion Replacement Battery for Select Laptops

Approved SPR1 079 26-1263
One-time Purchase

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
84	0.00000		$0.000000	$177.25	2025-09-04	2026-06-30	$177.25

COT Dell Quote#3000193899548.1

Extended Description:
COT Dell Quote#3000193899548.1
(1) Dell 1TB Performance SSD TLC 2280 Gen3

No SPR1 Required for purchase under $1000.00
One-time Purchase

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
85	0.00000		$0.000000	$906.16	2025-09-05	2026-06-30	$906.16

COT Dell Quote#3000193815028.1

Extended Description:
COT Dell Quote#3000193815028.1,
(2) Dell Pro 34 Plus USB-C Hub Monitor - P3425WE

No SPR1 Required for purchase under $1000.00
One-Time Purchase

April 28, 2025 – Renumber to MA 758 2400000211-1 due to commodity line capacity in EMARS

NASPO ValuePoint Cooperative
Computer Equipment, Peripherals & Related Services Contracts
Lead State (Minnesota)

Terms and Conditions

Please click the link below for additional NASPO ValuePoint contractual information and terms and conditions related to the procurement and award of this Commonwealth Master Agreement (MA).

Awarded Band(s)
Band 1 – Personal Computer Devices – Windows Operating Systems: Desktop, Laptops, and Tablets

Band 2 – Personal Computer Devices – Non-Windows Operating Systems: Desktop, Laptops, and Tablets

Band 3 – Servers and Storage

https://www.naspovaluepoint.org/portfolio/computer-equipment-peripherals-related-services-2023-2028/dell-marketing-lp/

The expiration date of this Participating Addendum (PA) / Commonwealth MA is pursuant to the terms of the NASPO Master Agreement - MA 23026.

FOR USE BY NON-EXECUTIVE BRANCH STATE AGENCIES ONLY.

Non-Executive Branch State Agencies, institutions of higher education, cities, counties, districts, and other political subdivisions of the state, and non-profit organizations within the state, if authorized by the Commonwealth of Kentucky state statutes, are authorized to use this Participating Addendum (PA) without the prior approval of COT.

***Executive Branch State Agencies** (as indicated in the following web link https://transparency.ky.gov/accountability/Pages/executive.aspx) **may NOT** utilize this PA. The Commonwealth Office of Technology is the ONLY authorized Executive Branch State Agency that is permitted to use this PA and will purchase on behalf of the Executive Branch State Agencies. Executive Branch State Agencies must obtain prior approval from the Commonwealth Office of Technology (COT) if they wish to use this PA.*

The Commonwealth of Kentucky shall obtain quotes ONLY from Dell, and not the resellers/partners, for all requests related to Dell Client/End User Devices, Peripherals and Related Services (laptops, desktops, tablets, notebooks, and computer peripherals, etc.), unless otherwise approved by the Commonwealth Office of Technology (COT). Dell shall respond to request for quotes with three (3) business days of receipt. Quotes shall include the Commonwealth Master Agreement number.

For all other requests (Dell Servers and Dell Storage), the Commonwealth of Kentucky shall obtain quotes from Dell or the authorized resellers/partners that are listed on this PA as secondary vendor(s) (**See Below*), unless

otherwise approved by the Commonwealth Office of Technology (COT). Secondary vendors are permitted to provide quotes directly to authorized users of the PA as well as bill directly to those users.

See header attachments for fully executed Participating Addendum. Agency must provide approved SPR1 and quote to OPS to add to this MA.

Dell Marketing LP
David Martin
David.Martin@dell.com

Travis Ball
Travis_Ball@dell.com

*Authorized Resellers/Partners:

AHEAD, Inc.
Roger Nienaber
Roger.Nienaber@ahead.com
513-460-1939

Converge Technologies
Karen Smallwood
KSmallwood@convergetp.com
859-398-3222

Trace3 LLC
Trace3 Legal
legal@trace3.com
206-387-6976

World Wide Technology, LLC
Carol Harting
Carol.Harting@wwt.com
314-995-6103

SJN Data Center, LLC dba Encore Technologies
Brett Kiser
Brett.Kiser@encore.tech
859-466-4092

Volta, Inc (SMB)
Mike Logan
MLogan@voltainc.com
859-296-5780

The Drala Project, Inc. dba The Redesign Group
Chad Clark
Chad.Clark@redesign-group.com
615-585-0050

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0917-25

File ID:	0917-25	**Type:**	Agenda Item	**Status:**	Agenda Ready
Version:	1	**Contract #:**		**In Control:**	Grants and Special Programs
				File Created:	09/17/2025
File Name:	OHPI FY26 Elderly Winter Shelter			**Final Action:**	

Title: Authorization to execute an agreement, pursuant to RFP #30-2025, with Hospice of the Bluegrass, Inc., d/b/a Bluegrass Care Navigators, for the operation of motel-based winter shelter services for elderly/disabled persons experiencing homelessness between November 1, 2025, and April 1, 2026, at a cost not to exceed $203,907. Funds are budgeted. (L0917-25) (Herron/Lanter)

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	Blue sheet memo Bluegrass Care Navigators, RFP Pkg 30-2025, Bluegrass Care Navigators 2025 Winter ES Proposal_FULL, RFP 30-2025 PSA .1 . 4935-1874-7240 (002)	**Enactment Number:**	
Deed #:		**Hearing Date:**	
Drafter:	Jeff Herron	**Effective Date:**	

History of Legislative File

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

Text of Legislative File 0917-25

Title

Authorization to execute an agreement, pursuant to RFP #30-2025, with Hospice of the Bluegrass, Inc., d/b/a Bluegrass Care Navigators, for the operation of motel-based winter shelter services for elderly/disabled persons experiencing homelessness between November 1, 2025, and April 1, 2026, at a cost not to exceed $203,907. Funds are budgeted. (L0917-25) (Herron/Lanter)

Summary

Authorization to execute an agreement, pursuant to RFP #30-2025, with Hospice of the Bluegrass, Inc., d/b/a Bluegrass Care Navigators, for the operation of motel-based winter shelter services for elderly/disabled persons experiencing homelessness between

November 1, 2025, and April 1, 2026, at a cost not to exceed $203,907. Funds are budgeted. (L0917-25) (Herron/Lanter)

Budgetary Implications: Yes

Advance Document Review:

Law: Yes, Completed by Tiffany Holskey, 9/16/2025

Risk Management: N/A

Fully Budgeted: Yes

Account Number: 1145-155003-0001-78112

This Fiscal Year Impact: $203,907.00

Annual Impact: $0

Project: N/A

Activity: N/A

Budget Reference: 2026

Current Balance: $4,977,563.57

MAYOR LINDA GORTON

LEXINGTON

CHARLIE LANTER
COMMISSIONER
HOUSING ADVOCACY &
COMMUNITY DEVELOPMENT

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

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

DATE: **September 30, 2025**

SUBJECT: **Temporary Winter Motel Shelter for Elderly, Disabled Persons Experiencing Homelessness**

Request: Council authorization to execute an agreement, pursuant to RFP #30-2025, with Hospice of the Bluegrass, Inc. d/b/a Bluegrass Care Navigators, for the operation of a temporary motel-based winter shelter services, at a cost not to exceed $203,907.00.

Purpose of Request: For the operation of motel-based winter shelter services for elderly/disabled persons experiencing homelessness between November 1, 2025, and April 1, 2026. This program will assist persons that require specialized services, such as those with significant health issues and/or mobility issues.

What is the cost in this budget year and future budget years? $203,907.00 in FY26.
Future cost is $0.

Are the funds budgeted? YES

Account number: 1145-155003-0001-78112

File Number: 0917-25

Director/Commissioner: Herron/Lanter

Lexington-Fayette
Urban County Government

Request for Proposals

The Lexington-Fayette Urban County Government hereby requests proposals for **RFP #30-2025 Elderly/Disabled Winter Motel Shelter 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 **September 15, 2025.** All forms and information requested in RFP must be included and attached in Response Attachments tab in Ion Wave.

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

Proposals, once submitted, may not be withdrawn for a period of ninety (90) calendar days.

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

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

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

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

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

Laws and Regulations

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

Equal Employment Opportunity

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

Kentucky Equal Employment Opportunity Act

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

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

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, or national origin;

(2) The contractor will state in all solicitations or advertisements for employees placed by or on behalf of the contractors that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, or national origin;

(3) The contractor will post notices in conspicuous places, available to employees and applicants for employment, setting forth the provision of the nondiscrimination clauses required by this section; and

(4) The contractor will send a notice to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding advising the labor union or workers'

representative of the contractor's commitments under the nondiscrimination clauses."

The Act further provides:

"KRS 45.610. Hiring minorities -- Information required

(1) For the length of the contract, each contractor shall hire minorities from other sources within the drawing area, should the union with which he has collective bargaining agreements be unwilling to supply sufficient minorities to satisfy the agreed upon goals and timetables.

(2) Each contractor shall, for the length of the contract, furnish such information as required by KRS 45.560 to KRS 45.640 and by such rules, regulations and orders issued pursuant thereto and will permit access to all books and records pertaining to his employment practices and work sites by the contracting agency and the department for purposes of investigation to ascertain compliance with KRS 45.560 to 45.640 and such rules, regulations and orders issued pursuant thereto.

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

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

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

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

KRS 45.630 Termination of existing employee not required, when

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

KRS 45.640 Minimum skills

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

It is recommended that all of the provisions above quoted be included as 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:

The LFUCG's Selection Committee shall consider the following factors when it evaluates the proposals received:

1. Methodology and proposed approach to provide services as described in the 4.0 Scope of Work. 40 Points
2. Demonstrated understanding of the project deliverables and proposal responsiveness. 20 Points
3. Demonstrated homeless services and emergency shelter knowledge and experience of key personnel, as well as availability of key personnel. 20 Points
4. Cost Analysis. 20 points

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

Questions regarding this RFP shall be addressed through: 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 Procurement
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 Service																	
Para-Professionals																	
Office/Clerical																	
Skilled Craft																	
Service/Maintenance																	
Total:																	

Prepared by: _____Date: _____/_____/_____

(Name and Title)

Revised 2015-Dec-15

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

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

The Lexington-Fayette Urban County Government has a Certified Minority and Women Business Enterprise seventeen percent (17%) minimum goal including minimum subgoals of five percent (5%) for Minority Business Enterprises (MBE) and a subgoal of twelve percent (12%) for Women Business Enterprises (WBE); a three (3%) minimum goal for Certified Veteran-Owned Small Businesses and/or Certified Service- Disabled Veteran Owned Businesses; and a goal of utilizing Disadvantaged Business Enterprises (DBE), where applicable, for government contracts.

For assistance in locating certified DBEs, MBEs, WBEs, VOSBs and/or VOSBs, contact Sherita Miller at 859/258-3320 or by writing the address listed below:

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

Firm Submitting Proposal: _____

Complete Address: _____
Street City Zip

Contact Name: _____ Title: _____

Telephone Number: _____ Fax Number: _____

Email address: _____

LEXINGTON

MINORITY BUSINESS ENTERPRISE PROGRAM

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

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

To that end the urban county council adopted and implemented Resolution 272-2024 – a Certified Minority and Women Business Enterprise seventeen percent (17%) minimum goal including minimum subgoals of five percent (5%) for Minority Business Enterprises (MBE) and a subgoal of twelve percent (12%) for Women Business Enterprises (WBE); a three (3%) minimum goal for Certified Veteran-Owned Small Businesses and/or Certified Service- Disabled Veteran Owned Businesses; and a goal of utilizing Disadvantaged Business Enterprises (DBE), where applicable, for government contracts.

The resolution states the following definitions shall be used for the purposes of reaching these goals:

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

Certified Minority Business Enterprise (MBE) *– a business in which at least fifty-one percent (51%) is owned, managed and controlled by an ethnic minority (i.e. Black American, Asian American, Hispanic American, Native American)*

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

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

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

The term "Certified" shall mean the business is appropriately certified, licensed, verified, or validated by an organization or entity recognized by the Division of Procurement as having the appropriate credentials to make a determination as to the status of the business.
The following certifications are recognized and accepted by the MBEP:

Kentucky Transportation Cabinet (KYTC), Disadvantaged Business Enterprise (DBE)
Kentucky Minority and Women Business Enterprise (MWBE)
Women's Business Enterprise National Council (WBENC)
National Women Business Owners Corporation (NWBOC)
National Minority Supplier Development Council (NMSDC)
Tri-State Minority Supplier Development Council (TSMSDC)
U.S. Small Business Administration Veteran Small Business Certification (VetCert)
Kentucky Service- Disabled Veteran Owned Small Business (SDVOSB)

To comply with Resolution 272-2024, prime contractors, minority and women business enterprises, veteran owned small businesses, and service-disabled veteran owned small businesses must complete monthly contract compliance audits in the Diverse Business Management Compliance system, https://lexingtonky.diversitycompliance.com/

A list of organizations that certify and/or maintain lists of certified businesses (i.e. DBE, MBE, WBE, VOSB and/or SDVOSB) is available upon request by emailing, Sherita Miller, smiller@lexingtonky.gov.

LEXINGTON

LFUCG MWDBE PARTICIPATION FORM
Bid/RFP/Quote Reference #_____

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

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

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

_____ _____
Company **Company Representative**

_____ _____
Date **Title**

LEXINGTON

LFUCG MWDBE SUBSTITUTION FORM
Bid/RFP/Quote Reference #_____

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

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

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

_____ _____
Company **Company Representative**

_____ _____
Date **Title**

LEXINGTON

DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS AND OUTREACH PLANS

As affirmed in Resolution Number 272-2024, the Urban County Council has adopted an annual aspirational goal of utilizing at least seventeen percent (17%) of public funds spend from certain discretionary agreements with certified Minority Business Enterprises (MBEs) and certified Woman Business Enterprises (WBEs); utilizing at least three percent (3%) of public funds from certain discretionary agreements with Certified Veteran-Owned Small Business and Certified Service-Disabled Veteran-Owned Small Businesses (VOSBs); and utilizing Disadvantaged Business Enterprises (DBEs) where applicable. Bidders should make every effort to achieve these goals.

Therefore, as an element of the responsiveness of the bid, all Bidders are required to submit documentation of their good faith and outreach efforts to ensure all businesses, including small and disadvantaged businesses such as minority-, woman-, and veteran-owned businesses, have an equal opportunity to compete for and participate in the performance of any subcontracts resulting from this procurement. Examples of good faith and outreach efforts that satisfy this requirement to encourage the participation of, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs include:

1. Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women, and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs to participate.

2. Attended LFUCG Procurement Economic Inclusion Outreach event(s) within the past year to meet new small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs to partner with on LFUCG contracts and procurements.

3. Attended pre-bid/pre-proposal meetings that were scheduled by LFUCG to inform small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs of subcontracting opportunities.

4. Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs.

5. Requested a list of certified small, DBE, MBE, WBE, VOSB and/or SDVOSB subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).

6. Contacted organizations that work with small, DBE, MBE, WBE, and VOSB companies for assistance in finding certified DBEs, MBEs, WBEs, VOSB and/or SDVOSBs to work

on this project. Those contacted and their responses must be a part of the bidder's outreach efforts documentation.

7. Sent written notices, by certified mail, email, or facsimile, to qualified, certified small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.

8. Followed up initial solicitations by contacting small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs via tailored communications to determine their level of interest.

9. Provided the interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs with adequate and timely information about the plans, specifications, and requirements of the contract.

10. Selected portions of the work to be performed by small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs in order to increase the likelihood of subcontracting participation. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate small, DBE, MBE, WBE, VOSB and/or SDVOSB participation, even when the prime contractor may otherwise perform these work items with its own workforce.

11. Negotiated in good faith with interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs, not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection must be so noted in writing with a description as to why an agreement could not be reached.

12. Included documentation of quotations received from interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs that were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.

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

13. Made an effort to offer assistance to or refer interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal.

14. Made efforts to expand the search for small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs beyond the usual geographic boundaries.

15. Other – any other evidence that the bidder submits that may demonstrate that the bidder has made reasonable efforts to include small, DBE, MBE, WBE, VOSB and/or SDVOSB participation.

Bidder must document, with specificity, each of the efforts it made to include small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs as subcontractors in the procurement, including the date on which each effort was made, the medium through which each effort was made, and the outcome of each effort.

> **<u>Note</u>: Failure to submit the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement which is subject to review by the MBE Liaison. Documentation of Good Faith and Outreach Efforts must be submitted with the Bid, regardless of the proposed level of small, DBE, MBE, WBE, VOSB and/or SDVOSB participation in the procurement. If the Good Faith and Outreach Effort documentation is not submitted with the bid response, the bid may be rejected.**

OUTREACH EFFORTS EVALUATION

Outreach efforts demonstrated by the bidder or respondent will be evaluated on a pass/fail basis.

ATTACHMENT A – SMALL AND DISADVANTAGED, MINORITY-, WOMEN-, AND VETERAN-OWNED BUSINESS OUTREACH PLAN

Proposer Name:		**Date:**	
Project Name:		**Project Number:**	
Contact Name:		**Telephone:**	
Email:			

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

To that end, small and disadvantaged businesses, including minority-, woman-, veteran-, and service-disabled veteran-owned businesses, must have an equal opportunity to be utilized in the performance of contracts with public funds spent from certain discretionary agreements. By submitting its offer, Bidder/Proposer certifies that it has taken, and if there are further opportunities will take, reasonable steps to ensure that small and disadvantaged businesses, including minority-, woman-, veteran-, and service-disabled veteran-owned businesses, are provided an equal opportunity to compete for and participate in the performance of any subcontracts resulting from this procurement.

The information submitted in response to this clause will not be considered in any scored evaluation. Failure to submit this form may cause the bid or proposal to be rejected.

Is the Bidder/ Proposer a certified firm? Yes ☐ No ☐

If yes, indicate all certification type(s):

DBE ☐ MBE ☐ WBE ☐ SBE ☐ VOSB/SDVOSB ☐

and supply a copy of the certificate and/or certification letter if not currently listed on the city's Minority Business Enterprise Program's (MBEP) certified list.

1. Include a list of firms that Bidder/ Proposer has had a contractual relationship with within the last two years that are minority-owned, woman-owned, veteran-owned or small businesses, regardless of their certification status.

Click or tap here to enter text.

2. Does Bidder/Proposer foresee any subcontracting opportunities for this procurement?

Yes ☐ No ☐

If no, please explain why in the field below. Do not complete the rest of this form and submit this first page with your bid and/or proposal. Click or tap here to enter text.

If yes, please complete the following pages and submit all pages with your bid and/or proposal.

Describe the steps Bidder/Proposer took to solicit small and disadvantaged businesses, including MBEs, WBEs, VOSBs, and SDVOSBs, for subcontracting opportunities for this procurement.

3. Check the good faith and outreach efforts the Bidder/Proposer used to encourage the participation of small and disadvantaged businesses including, MBEs, WBEs, VOSBs and SDVOSBs:

- ☐ Bidder placed advertisements in search of prospective small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs for the solicitation.
- ☐ Bidder attended LFUCG Procurement Economic Inclusion Outreach event(s) within the past year.
- ☐ Bidder attended pre-bid and/or pre-proposal meetings for this solicitation.
- ☐ Bidder sponsored an Economic Inclusion Outreach event.
- ☐ Bidder requested a list of certified small, DBE, MBE, WBE, VOSB and/or SDVOSB subcontractors or suppliers from LFUCG.
- ☐ Bidder contacted organizations that work with small, DBE, MBE, WBE, VOSB and/or SDVOSB companies.
- ☐ Bidder sent written notices to certified small, DBE, MBE, WBE, VOSB and SDVOSB businesses.
- ☐ Bidder followed up to initial solicitations with interested small, DBE, MBE, WBE, VOSB and/or SDVOSB.
- ☐ Bidder provided small, DBE, MBE, WBE, VOSB and/or SDVOSB businesses interested in performing the solicited work with prompt access to the plans, specifications, scope of work, and requirements of the solicitation.
- ☐ Bidder made efforts to segment portions of the work to be performed by small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs, including dividing sub-bid/partnership opportunities into economically feasible units/parcels, to facilitate participation.

☐ Bidder negotiated in good faith with interested small, DBE, MBE, WBE, VOSB and/or SDVOSB businesses.

☐ Bidder provided adequate rationale for rejecting any small business', DBEs, MBEs, WBEs, VOSBs or SDVOSBs for lack of qualifications.

☐ Bidder offered assistance in obtaining bonding, insurance, financial, equipment, or other resources to small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs, in an effort to assist them in meeting project requirements.

☐ Bidder made efforts to expand the search for small businesses, DBEs MBEs, WBEs, VOSBs and/or SDVOSBs beyond the usual geographic boundaries.

☐ Bidder made other reasonable efforts to include small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs participation.

4. Bidder/Proposer must include documentation, including the date each effort was made, the medium through which each effort was made, and the outcome of each effort with this form, regardless of the level of small, DBE, MBE, WBE, VOSB and/or SDVOSB participation. Examples of required documentation include copies of email communications, copies of newspaper advertisements, or copies of quotations received from interested small businesses, DBEs, MBEs, WBEs, VOSBs or SDVOSBs.

Click or tap here to enter text.

For detailed information regarding outreach efforts that satisfy the MBE Program's requirements, please see "Documentation Required for Good Faith Efforts and Outreach Plans" page.

<u>Note</u>: The Bidder/Proposer must be willing to report the identity of each subcontractor and the value of each subcontract to MBEP if awarded a contract from this procurement.

Failure to submit the documentation requested may be cause for rejection of the bid. Bidders may include any other documentation deemed relevant to this requirement, which is subject to review by the MBE Liaison. Documentation of Good Faith and Outreach Efforts must be submitted with the bid, regardless of the proposed level of SBEs, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs participation in the procurement. If the Good Faith and Outreach Effort Form and associated documentation is not submitted with the bid response, the bid may be rejected.

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

Company	**Company Representative**
Date	**Title**

4870-1925-6809, v. 1

GENERAL PROVISIONS

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

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

2. Failure to submit ALL forms and information required in this RFP may be grounds for disqualification.

3. Addenda: All addenda and IonWave Q&A, if any, shall be considered in making the proposal, and such addenda shall be made a part of this RFP. Before submitting a proposal, it is incumbent upon each proposer to be informed as to whether any addenda have been issued, and the failure to cover in the bid any such addenda may result in disqualification of that proposal.

4. Proposal Reservations: LFUCG reserves the right to reject any or all proposals, to award in whole or part, and to waive minor immaterial defects in proposals. LFUCG may consider any alternative proposal that meets its basic needs.

5. Liability: LFUCG is not responsible for any cost incurred by a Respondent in the preparation of proposals.

6. Changes/Alterations: Respondent may change or withdraw a proposal at any time prior to the opening; however, no oral modifications will be allowed. Only letters, or other formal written requests for modifications or corrections of a previously submitted proposal which is addressed in the same manner as the proposal, and received by LFUCG prior to the scheduled closing time for receipt of proposals, will be accepted. The proposal, when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope which is plainly marked “modifications of proposal”.

7. Clarification of Submittal: LFUCG reserves the right to obtain clarification of any point in a bid or to obtain additional information from a Respondent.

8. Bribery Clause: By his/her signature on the bid, Respondent certifies that no employee of his/hers, any affiliate or Subcontractor, has bribed or attempted to bribe an officer or employee of the LFUCG.

9. Additional Information: While not necessary, the Respondent may include any product brochures, software documentation, sample reports, or other documentation that may assist LFUCG in better understanding and evaluating the Respondent's response. Additional documentation shall not serve as a substitute for other documentation which is required by this RFP to be submitted with the proposal,

10. Ambiguity, Conflict or other Errors in RFP: If a Respondent discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, it shall immediately notify LFUCG of such error in writing and request modification or clarification of the document if allowable by the LFUCG.

11. Agreement to Bid Terms: In submitting this proposal, the Respondent agrees that it has carefully examined the specifications and all provisions relating to the work to be done attached hereto and made part of this proposal. By acceptance of a Contract under this RFP, proposer states that it understands the meaning, intent and requirements of the RFP and agrees to the same. The successful Respondent shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to Respondent shall be authorized for services or expenses reasonably covered under these provisions that the proposer omits from its Proposal.

12. Cancellation: If the services to be performed hereunder by the Respondent are not performed in an acceptable manner to the LFUCG, the LFUCG may cancel this contract for cause by providing written notice to the proposer, giving at least thirty (30) days notice of the proposed cancellation and the reasons for same. During that time period, the proposer may seek to bring the performance of services hereunder to a level that is acceptable to the LFUCG, and the LFUCG may rescind the cancellation if such action is in its best interest.

A. Termination for Cause

(1) LFUCG may terminate a contract because of the contractor's failure to perform its contractual duties

(2) If a contractor is determined to be in default, LFUCG shall notify the contractor of the determination in writing, and may include a specified date by which the contractor shall cure the identified deficiencies. LFUCG may proceed with termination if the contractor fails to cure the deficiencies within the specified time.

(3) A default in performance by a contractor for which a contract may be terminated shall include, but shall not necessarily be limited to:
   (a) Failure to perform the contract according to its terms, conditions and specifications;
   (b) Failure to make delivery within the time specified or according

to a delivery schedule fixed by the contract;

(c) Late payment or nonpayment of bills for labor, materials, supplies, or equipment furnished in connection with a contract for construction services as evidenced by mechanics' liens filed pursuant to the provisions of KRS Chapter 376, or letters of indebtedness received from creditors by the purchasing agency;

(d) Failure to diligently advance the work under a contract for construction services;

(e) The filing of a bankruptcy petition by or against the contractor; or

(f) Actions that endanger the health, safely or welfare of the LFUCG or its citizens.

B. At Will Termination

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

13. Assignment of Contract: The contractor shall not assign or subcontract any portion of the Contract without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of LFUCG.

14. No Waiver: No failure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by LFUCG in exercising any right, remedy, power or privilege under or in respect of this Contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.

15. Authority to do Business: The Respondent must be a duly organized and authorized to do business under the laws of Kentucky. Respondent must be in good standing and have full legal capacity to provide the services specified under this Contract. The Respondent must have all necessary right and lawful authority to enter into this Contract for the full term hereof and that proper corporate or other action has been duly taken authorizing the Respondent to enter into this Contract. The Respondent will provide LFUCG with a copy of a corporate resolution authorizing this action and a letter from an attorney confirming that the proposer is authorized to do business in the State of Kentucky if requested. All proposals must

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

16. Governing Law: This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this Contract, the Parties agree that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Contract or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.

17. Ability to Meet Obligations: Respondent affirmatively states that there are no actions, suits or proceedings of any kind pending against Respondent or, to the knowledge of the Respondent, threatened against the Respondent before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of Respondent to perform its obligations under this Contract, or which question the legality, validity or enforceability hereof or thereof.

18. Contractor understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Contractor is an independent contractor at all times during the performance of the services specified.

19. If any term or provision of this Contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.

20. Contractor [or Vendor or Vendor's Employees] will not appropriate or make use of the Lexington-Fayette Urban County Government (LFUCG) name or any of its trade or service marks or property (including but not limited to any logo or seal), in any promotion, endorsement, advertisement, testimonial or similar use without the prior written consent of the government. If such consent is granted LFUCG reserves the unilateral right, in its sole discretion, to immediately terminate and revoke such use for any reason whatsoever. Contractor agrees that it shall cease and desist from any unauthorized use immediately upon being notified by LFUCG.

_____ _____

Signature Date

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.

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

FINANCIAL RESPONSIBILITY

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

INSURANCE REQUIREMENTS

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

Required Insurance Coverage

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

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

The policies above shall contain the following conditions:

a. All Certificates of Insurance forms used by the insurance carrier shall be properly filed and approved by the Department of Insurance for the Commonwealth of Kentucky (DOI). LFUCG shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy using the Kentucky DOI approved forms.

b. The General Liability Policy shall be primary to any insurance or self-insurance retained by LFUCG.

c. LFUCG shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.

d. Said coverage shall be written by insurers acceptable to LFUCG and shall be in a form acceptable to LFUCG. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

Renewals

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

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

Lexington-Fayette Urban County Government

Office of Homelessness Prevention & Intervention

REQUEST FOR PROPOSALS

RFP 30-2025 Elderly/Disabled Winter Motel Shelter Services

General Information and Scope

The Lexington-Fayette Urban County Government's Office of Homelessness Prevention and Intervention (OHPI) provides coordination of services, facilitation of programs focused on ending homelessness, advocacy for system and policy changes, and education of the community at-large on the solutions to ending homelessness. The OHPI is the designated community Collaborative Applicant and Lead Agency for the local Continuum of Care (CoC) as well as the locally designated Homeless Management Information System (HMIS) Lead.

Since the onset of the COVID-19 pandemic, Lexington's emergency shelter system has faced challenges in meeting community needs, both in capacity and accessibility. This challenge is particularly great for individuals and groups who may not fit within the parameters of traditional congregate shelter—such as individuals couples, persons with pets, individuals with serious mental illness, those with mobility impairments, and those with medical vulnerabilities. As such, Lexington expands the availability of shelter beds via temporary resources each year to ensure access during the winter months.

This need is met through a multi-tiered approach, recognizing that no single solution meets the needs of all populations presenting within the system for shelter. While a congregate temporary shelter adequately serves many, others may have barriers to accessing this type of resource.

This Request for Proposals (RFP) invites eligible organizations to serve as the **operator of a temporary, motel-based emergency shelter for persons with specialized medical needs**. This includes elderly persons, persons with significant physical disabilities, and persons with mobility impairments. This shelter program will operate from **November 1, 2025, through April 1, 2026.**

The temporary, motel-based shelter should maintain availability of motel rooms to serve approximately 10 households at any time. This includes rooms that are ADA-compliant and/or wheelchair accessible. The operator will provide housing stability services, comprehensively assessing the needs of individuals or households and facilitating access to appropriate levels of subsequent housing. This should include facilitating access to permanent housing or to higher levels of care where appropriate.

In addition to housing-focused supports, the project will be expected to provide meals and assist with access to other basic needs, mainstream benefits, and other community resources as needed and appropriate.

This project will receive referrals from existing shelter providers and area street outreach teams when they identify potential persons in need. The project will assess and prioritize needs and work with both the OHPI and community partners to develop solutions for complex cases.

Eligibility
Eligible proposers are public organizations and private non-profit organizations with 501c3 status and collaborations of such organizations so long as the proposer or at least one member of the collaboration has demonstrated track record of serving people experiencing homelessness or at risk of homelessness including operation of programming with measurable outcomes and proven success.

Instructions
Please submit all required narrative and attachments no later than the deadline indicated below:

Proposal Deadline – 2 P.M. ON September 15, 2025

Proposals received after this deadline or incomplete proposals will not be considered.

1.0 General Provisions

1.1 Funding

The funding period is for one (1) year with a 12-month period of performance from execution of agreement (project must operate between November 1, 2025 and April 1, 2026). LFUCG will conduct ongoing evaluation of the project to determine effectiveness including whether adjustments may be needed in order to maximize outcomes and return on investment.

LFUCG intends to award only one (1) proposal with funding. Unless otherwise agreed upon between the LFUCG and the selected applicant, LFUCG reserves the right to make multiple awards of varying amounts.

1.2 Proposal Submission

In order to be considered, proposals must be received by the September 15, 2025, deadline. The proposal must contain the required documents and respond to each of the required narrative questions to be complete.

Proposals containing significant omissions of required information will be considered non-responsive and will be removed from the funding process. Significant missing responses to narrative questions constitute an incomplete proposal.

1.3 Acceptance/Rejection of Applications

The LFUCG reserves the right to reject any proposals which may be considered irregular, show serious omission, contain unauthorized alteration of form, or are incomplete.

The LFUCG reserves the right to accept or reject any or all applications in whole or in part, with or without cause, to waive technicalities, to implement scoring penalties, or to accept

applications or portions thereof which, in the Urban County Government's judgement, best serve the interests of Urban County Government.

1.4 Requests for Clarification

The LFUCG reserves the right to request clarification of information submitted and to request additional information (to clarify the information submitted) of the applicant either orally or in writing. This may include negotiation of funding amounts, outcomes, and other adjustments prior to the execution of a funding award.

2.0 FUNDING PROCESS

2.1 Timeline

This Request for Progressive Street Outreach proposals is being released on August 25, 2025 and is made available to the public and all potentially eligible applicants.

Completed proposals are due no later than 2 p.m. on September 15, 2025, and late or incomplete proposals will not be accepted or evaluated.

Successful applicants will be contacted on or about September 22, 2025, to negotiate a funding agreement with expectations that an award be in place for the project to begin operations by November 1, 2025.

No funds may be expended prior to the execution of a funding agreement and grantees will not be reimbursed for pre-award costs.

2.2 Evaluation

Proposals will be evaluated by a neutral panel. Scoring criteria are outlined in Section 5.0 Evaluation.

2.3 Selection

The highest scoring proposal as determined by the panel will be recommended for funding and contacted to negotiate a funding agreement. Should no agreement be reached, the second highest scoring applicant will be contacted.

2.4 Reporting

The funded project will be required to submit monthly financial reports. OHPI will pull project reports from the Kentucky Homeless Management Information System (KYHMIS) in order to evaluate progress toward outcomes established in the proposal and associated funding agreement. Report formats will be determined by OHPI as will due dates and submission process.

Failure to submit complete reports on time will delay processing of grant payments and affect the grantee's competitiveness for any future funding opportunities with LFUCG.

3.0 PROPOSAL FORMAT

Proposals must be submitted via the LFUCG's Procurement Software at https://lexingtonky.ionwave.net/Login.aspx. Adherence to the proposal format by all proposers will ensure a fair evaluation regarding the needs of the LFUCG. Proposers not following the prescribed format will be deemed non-responsive.

A complete proposal contains each of the following components:

- One Page Cover Sheet containing:
  - Organization or Lead Applicant Name and Authorized Representative
  - Organization or Lead Applicant Address, Phone Number and E-mail
  - Title of proposed project
  - Brief summary of proposed project (250 words or less)
- Project Narrative responding to each of the evaluation criteria described in Section 4.0 and utilizing format described below (15 pages or less)
  - Double spaced
  - Single sided
  - Times New Roman 12-point font with 1-inch margins
  - Page numbers in bottom right corner of complete submission

  - Section 1: Qualifications of the firm and key personnel

    This section shall provide the professional credentials and expertise of the proposer and key personnel assigned to this project.

    Although standard personnel resumes may be included as attachments to the proposal, amplification specific to this solicitation is required in this section. Proposers are asked to specifically note whether proposed project personnel have any prior public sector experience directly implementing homeless services programs at a city, county, or state level.

    The absence of such project-specific information shall cause the proposal to be deemed non-responsive.
  - Section 2: Proposed method to accomplish the work

    In this section of the proposal, proposers must provide a detailed description of their approach for accomplishing the tasks specified in the scope of work.

    This section shall include a work plan, schedule, and a project management plan that will detail all lines of authority and communication which will support all the project requirements and logically lead to the deliverables required in this RFP.
  - Section 3: Staff availability and past performance

    Timely completion of the tasks outlined for this project is of critical importance. Proposers are to provide a brief description of their current projects and the availability of key personnel proposed in this project.

- Cost proposals, line-item budget and budget narrative (2 pages or less)

  This section shall provide the total costs by work task, staffing, meals, and facility rental, including all expenses, profits and fees to be charged to LFUCG for providing the services described in 3.0.

4.0 SCOPE OF WORK

4.1 General Overview

The LFUCG seeks an organization with demonstrated knowledge of homelessness services, emergency shelter, and housing stability services to implement a temporary motel-based winter shelter program for up to 10 households on any given night.

4.2 Services

Proposals should identify a clear plan for providing motel-based temporary shelter for up to 10 households on any given night. The plan should address how the proposer intends to receive and prioritize referrals, maintain sufficient stock of rooms, provide meals and basic needs, and deliver housing stability services to quickly move households to permanent housing.

Services should be available to populations not able to access other forms of shelter such as existing congregate shelters and the low-barrier temporary congregate shelter. An emphasis should be placed on the elderly and disabled, including those with significant physical disabilities and/or mobility issues. Alternate solutions may be required in severe cases and the operator of the project will need to collaborate with the OHPI, other organizations and projects if unable to serve someone adequately.

4.3 Staffing

Proposers need to specify the staffing levels, project team members, including any contracted services for expertise not available in-house, and the range of services to be provided.

4.4 Performance

The project will be measured with the following performance objectives:

- Number of individuals, households served;
- Total nights of shelter provided (total persons each night X number of nights)
- Number of individuals, household exiting to permanent housing;
- Length of stay for households.

5.0 EVALUATION

Factor	Points
Methodology and proposed approach to provide services as described in the 4.0 Scope of Work	40
Demonstrated understanding of the project deliverables and proposal responsiveness	20
Demonstrated homeless services and emergency shelter knowledge and experience of key personnel, as well as availability of key personnel	20
Cost Analysis	20
Total Points	**100**

Lexington-Fayette
Urban County Government

Request for Proposals

The Lexington-Fayette Urban County Government hereby requests proposals for **RFP #30-2025 Elderly/Disabled Winter Motel Shelter 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 **September 15, 2025.** All forms and information requested in RFP must be included and attached in Response Attachments tab in Ion Wave.

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

Proposals, once submitted, may not be withdrawn for a period of ninety (90) calendar days.

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

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

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

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

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

Laws and Regulations

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

Equal Employment Opportunity

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

Kentucky Equal Employment Opportunity Act

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

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

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, or national origin;

(2) The contractor will state in all solicitations or advertisements for employees placed by or on behalf of the contractors that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, or national origin;

(3) The contractor will post notices in conspicuous places, available to employees and applicants for employment, setting forth the provision of the nondiscrimination clauses required by this section; and

(4) The contractor will send a notice to each labor union or representative of workers with which he has a collective bargaining agreement or other

contract or understanding advising the labor union or workers' representative of the contractor's commitments under the nondiscrimination clauses."

The Act further provides:

"KRS 45.610. Hiring minorities -- Information required

(1) For the length of the contract, each contractor shall hire minorities from other sources within the drawing area, should the union with which he has collective bargaining agreements be unwilling to supply sufficient minorities to satisfy the agreed upon goals and timetables.

(2) Each contractor shall, for the length of the contract, furnish such information as required by KRS 45.560 to KRS 45.640 and by such rules, regulations and orders issued pursuant thereto and will permit access to all books and records pertaining to his employment practices and work sites by the contracting agency and the department for purposes of investigation to ascertain compliance with KRS 45.560 to 45.640 and such rules, regulations and orders issued pursuant thereto.

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

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

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

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

KRS 45.630 Termination of existing employee not required, when

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

KRS 45.640 Minimum skills

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

It is recommended that all of the provisions above quoted be included as 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:

The LFUCG's Selection Committee shall consider the following factors when it evaluates the proposals received:

1. Methodology and proposed approach to provide services as described in the 4.0 Scope of Work. 40 Points
2. Demonstrated understanding of the project deliverables and proposal responsiveness. 20 Points
3. Demonstrated homeless services and emergency shelter knowledge and experience of key personnel, as well as availability of key personnel. 20 Points
4. Cost Analysis. 20 points

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

Questions regarding this RFP shall be addressed through: 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 Procurement
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, Elizabeth D. Fowler, and after being first duly sworn, states under penalty of perjury as follows:

1. His/her name is Elizabeth D. Fowler, and he/she is the individual submitting the proposal or is the authorized representative of the entity Hospice of the Bluegrass, Inc., dba Bluegrass Care Navigators
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.

Elizabeth D. Fowler

STATE OF Kentucky

COUNTY OF Fayette

The foregoing instrument was subscribed, sworn to and acknowledged before me by Elizabeth D. Fowler on this the 10th day of September, 2025

My Commission expires: 2/22/2027

LORI POE
COMM EXPIRES
02/22/2027
NOTARY
PUBLIC
ID # KYNP66221
STATE AT LARGE, KENTUCKY

Lori Poe

NOTARY PUBLIC, STATE AT LARGE KYNP66221

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.

Elizabeth J. Fowler — *Hospice of the Bluegrass, Inc., dba Bluegrass Care Navigators*

Signature — *Name of Business*

WORKFORCE ANALYSIS FORM

Name of Organization: Hospice of the Bluegrass, Inc. dba Bluegrass Care Navigators

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	39	4	32	0	1	1	0	0	0	0	0	0	0	1	0	5	34
Professionals	869	97	723	2	2	6	25	0	0	1	2	0	1	1	9	107	761
Superintendents																	
Supervisors	46	3	40	0	1	0	1	0	0	0	0	0	0	0	1	3	42
Foremen																	
Technicians																	
Protective Service																	
Para-Professionals																	
Office/Clerical																	
Skilled Craft																	
Service/Maintenance																	
Total:	954	104	795	2	4	7	26	0	0	1	2	0	1	2	10	115	837

Prepared by: Polly Ruddick, Director of Philanthropy **Date:** 8/25/2025

(Name and Title)

Revised 2015-Dec-15

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

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

The Lexington-Fayette Urban County Government has a Certified Minority and Women Business Enterprise seventeen percent (17%) minimum goal including minimum subgoals of five percent (5%) for Minority Business Enterprises (MBE) and a subgoal of twelve percent (12%) for Women Business Enterprises (WBE); a three (3%) minimum goal for Certified Veteran-Owned Small Businesses and/or Certified Service- Disabled Veteran Owned Businesses; and a goal of utilizing Disadvantaged Business Enterprises (DBE), where applicable, for government contracts.

For assistance in locating certified DBEs, MBEs, WBEs, VOSBs and/or VOSBs, contact Sherita Miller at 859/258-3320 or by writing the address listed below:

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

Firm Submitting Proposal: Hospice of the Bluegrass, Inc., dba Bluegrass Care Navigators

Complete Address: 1733 Harrodsburg Road, Lexington, KY 40504
Street City Zip

Contact Name: Laura Klumb Title: Vice President, Philanthropy

Telephone Number: 859-296-5344 Fax Number: N/A

Email address: lklumb@bgcarenav.org

LEXINGTON

MINORITY BUSINESS ENTERPRISE PROGRAM

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

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

To that end the urban county council adopted and implemented Resolution 272-2024 – a Certified Minority and Women Business Enterprise seventeen percent (17%) minimum goal including minimum subgoals of five percent (5%) for Minority Business Enterprises (MBE) and a subgoal of twelve percent (12%) for Women Business Enterprises (WBE); a three (3%) minimum goal for Certified Veteran-Owned Small Businesses and/or Certified Service- Disabled Veteran Owned Businesses; and a goal of utilizing Disadvantaged Business Enterprises (DBE), where applicable, for government contracts.

The resolution states the following definitions shall be used for the purposes of reaching these goals:

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

Certified Minority Business Enterprise (MBE) *– a business in which at least fifty-one percent (51%) is owned, managed and controlled by an ethnic minority (i.e. Black American, Asian American, Hispanic American, Native American)*

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

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

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

The term "Certified" shall mean the business is appropriately certified, licensed, verified, or validated by an organization or entity recognized by the Division of Procurement as having the appropriate credentials to make a determination as to the status of the business.
The following certifications are recognized and accepted by the MBEP:

Kentucky Transportation Cabinet (KYTC), Disadvantaged Business Enterprise (DBE)
Kentucky Minority and Women Business Enterprise (MWBE)
Women's Business Enterprise National Council (WBENC)
National Women Business Owners Corporation (NWBOC)
National Minority Supplier Development Council (NMSDC)
Tri-State Minority Supplier Development Council (TSMSDC)
U.S. Small Business Administration Veteran Small Business Certification (VetCert)
Kentucky Service- Disabled Veteran Owned Small Business (SDVOSB)

To comply with Resolution 272-2024, prime contractors, minority and women business enterprises, veteran owned small businesses, and service-disabled veteran owned small businesses must complete monthly contract compliance audits in the Diverse Business Management Compliance system, https://lexingtonky.diversitycompliance.com/

A list of organizations that certify and/or maintain lists of certified businesses (i.e. DBE, MBE, WBE, VOSB and/or SDVOSB) is available upon request by emailing, Sherita Miller, smiller@lexingtonky.gov.

LEXINGTON

LFUCG MWDBE PARTICIPATION FORM
Bid/RFP/Quote Reference #30-2025

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

MWBE Company, Name, Address, Phone, Email	DBE/MBE WBE/VOSB/SDVOSB	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1. Alia Holdings LLC	MWBE	Owner of the extended stay overnight hotel where clients reside.	$107,965	53%
2.				
3.				
4.				

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

Hospice of the Bluegrass, Inc., dba Bluegrass Care Navigators — **Company**

Polly Ruddick — **Company Representative**

8/25/2025	Director of Philanthropy, Grants
Date	**Title**

LEXINGTON

LFUCG MWDBE SUBSTITUTION FORM
Bid/RFP/Quote Reference #_____

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

SUBSTITUTED DBE/MBE/WBE/VOSB Company Name, Address, Phone, Email	DBE/MBE/WBE/VOSB/SDVOSB Formally Contracted/ Name, Address, Phone, Email	Work to Be Performed	Reason for the Substitution	Total Dollar Value of the Work	% Value of Total Contract
1. N/A					
2.					
3.					
4.					

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

Company _____ **Company Representative** _____

Date _____ **Title** _____

LEXINGTON

DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS AND OUTREACH PLANS

As affirmed in Resolution Number 272-2024, the Urban County Council has adopted an annual aspirational goal of utilizing at least seventeen percent (17%) of public funds spend from certain discretionary agreements with certified Minority Business Enterprises (MBEs) and certified Woman Business Enterprises (WBEs); utilizing at least three percent (3%) of public funds from certain discretionary agreements with Certified Veteran-Owned Small Business and Certified Service-Disabled Veteran-Owned Small Businesses (VOSBs); and utilizing Disadvantaged Business Enterprises (DBEs) where applicable. Bidders should make every effort to achieve these goals.

Therefore, as an element of the responsiveness of the bid, all Bidders are required to submit documentation of their good faith and outreach efforts to ensure all businesses, including small and disadvantaged businesses such as minority-, woman-, and veteran-owned businesses, have an equal opportunity to compete for and participate in the performance of any subcontracts resulting from this procurement. Examples of good faith and outreach efforts that satisfy this requirement to encourage the participation of, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs include:

1. Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women, and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs to participate.

2. Attended LFUCG Procurement Economic Inclusion Outreach event(s) within the past year to meet new small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs to partner with on LFUCG contracts and procurements.

3. Attended pre-bid/pre-proposal meetings that were scheduled by LFUCG to inform small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs of subcontracting opportunities.

4. Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs.

5. Requested a list of certified small, DBE, MBE, WBE, VOSB and/or SDVOSB subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).

6. Contacted organizations that work with small, DBE, MBE, WBE, and VOSB companies

for assistance in finding certified DBEs, MBEs, WBEs, VOSB and/or SDVOSBs to work on this project. Those contacted and their responses must be a part of the bidder's outreach efforts documentation.

7. Sent written notices, by certified mail, email, or facsimile, to qualified, certified small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.

8. Followed up initial solicitations by contacting small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs via tailored communications to determine their level of interest.

9. Provided the interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs with adequate and timely information about the plans, specifications, and requirements of the contract.

10. Selected portions of the work to be performed by small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs in order to increase the likelihood of subcontracting participation. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate small, DBE, MBE, WBE, VOSB and/or SDVOSB participation, even when the prime contractor may otherwise perform these work items with its own workforce.

11. Negotiated in good faith with interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs, not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection must be so noted in writing with a description as to why an agreement could not be reached.

12. Included documentation of quotations received from interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs that were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.

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

13. Made an effort to offer assistance to or refer interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs to obtain the necessary equipment, supplies, materials,

insurance and/or bonding to satisfy the work requirements of the bid proposal.

14. Made efforts to expand the search for small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs beyond the usual geographic boundaries.

15. Other – any other evidence that the bidder submits that may demonstrate that the bidder has made reasonable efforts to include small, DBE, MBE, WBE, VOSB and/or SDVOSB participation.

Bidder must document, with specificity, each of the efforts it made to include small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs as subcontractors in the procurement, including the date on which each effort was made, the medium through which each effort was made, and the outcome of each effort.

Note: Failure to submit the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement which is subject to review by the MBE Liaison. Documentation of Good Faith and Outreach Efforts must be submitted with the Bid, regardless of the proposed level of small, DBE, MBE, WBE, VOSB and/or SDVOSB participation in the procurement. If the Good Faith and Outreach Effort documentation is not submitted with the bid response, the bid may be rejected.

OUTREACH EFFORTS EVALUATION

Outreach efforts demonstrated by the bidder or respondent will be evaluated on a pass/fail basis.

ATTACHMENT A – SMALL AND DISADVANTAGED, MINORITY-, WOMEN-, AND VETERAN-OWNED BUSINESS OUTREACH PLAN

Proposer Name:	Hospice of the Bluegrass	**Date:**	9/9/2025
Project Name:	Winter Weather Emergency Shelter	**Project Number:**	
Contact Name:	Daryl Love	**Telephone:**	
Email:	dlove@bgcarenav.org		

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

To that end, small and disadvantaged businesses, including minority-, woman-, veteran-, and service-disabled veteran-owned businesses, must have an equal opportunity to be utilized in the performance of contracts with public funds spent from certain discretionary agreements. By submitting its offer, Bidder/Proposer certifies that it has taken, and if there are further opportunities will take, reasonable steps to ensure that small and disadvantaged businesses, including minority-, woman-, veteran-, and service-disabled veteran-owned businesses, are provided an equal opportunity to compete for and participate in the performance of any subcontracts resulting from this procurement.

The information submitted in response to this clause will not be considered in any scored evaluation. Failure to submit this form may cause the bid or proposal to be rejected.

Is the Bidder/ Proposer a certified firm? Yes ☐ No X

If yes, indicate all certification type(s):

DBE ☐ MBE ☐ WBE ☐ SBE ☐ VOSB/SDVOSB ☐

and supply a copy of the certificate and/or certification letter if not currently listed on the city's Minority Business Enterprise Program's (MBEP) certified list.

1. Include a list of firms that Bidder/ Proposer has had a contractual relationship with within the last two years that are minority-owned, woman-owned, veteran-owned or small businesses, regardless of their certification status.

PHARMACIST CONSULTATION SERVICES	FREEPORT	FL	32439
REIDY MEDICAL SUPPLY INC	CLEVELAND	OH	44193
BJM & ASSOCIATES, INC.	LEXINGTON	KY	40503

CASA EXPRESS CLEANING SERVICES LLC	LEXINGTON	KY	40515
GLOBAL WATER TECHNOLOGY	SOUTH HOLLAND	IL	60473
LUCKY PROPERTIES, LLC	PINEVILLE	KY	40977
SIGN LANGUAGE NETWORK OF KY	LEXINGTON	KY	40503
TAYLOR BELL CONSULTING	LEXINGTON	KY	40507
THE COMPETITIVE EDGE	LEXINGTON	KY	40514

2. Does Bidder/Proposer foresee any subcontracting opportunities for this procurement?

Yes ☐ No x

If no, please explain why in the field below. Do not complete the rest of this form and submit this first page with your bid and/or proposal.
As BCN will deliver direct services to patients accommodated at the extended stay overnight hotel, these services will primarily involve our clinical staff addressing the medical needs of those individuals. Consequently, opportunities for subcontractors will be highly limited.

If yes, please complete the following pages and submit all pages with your bid and/or proposal.

Describe the steps Bidder/Proposer took to solicit small and disadvantaged businesses, including MBEs, WBEs, VOSBs, and SDVOSBs, for subcontracting opportunities for this procurement.

3. Check the good faith and outreach efforts the Bidder/Proposer used to encourage the participation of small and disadvantaged businesses including, MBEs, WBEs, VOSBs and SDVOSBs:

☐ Bidder placed advertisements in search of prospective small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs for the solicitation.

☐ Bidder attended LFUCG Procurement Economic Inclusion Outreach event(s) within the past year.

☐ Bidder attended pre-bid and/or pre-proposal meetings for this solicitation.

☐ Bidder sponsored an Economic Inclusion Outreach event.

☐ Bidder requested a list of certified small, DBE, MBE, WBE, VOSB and/or SDVOSB subcontractors or suppliers from LFUCG.

☐ Bidder contacted organizations that work with small, DBE, MBE, WBE, VOSB and/or SDVOSB companies.

☐ Bidder sent written notices to certified small, DBE, MBE, WBE, VOSB and SDVOSB businesses.

☐ Bidder followed up to initial solicitations with interested small, DBE, MBE, WBE, VOSB and/or SDVOSB.

☐ Bidder provided small, DBE, MBE, WBE, VOSB and/or SDVOSB businesses interested in performing the solicited work with prompt access to the plans, specifications, scope of work, and requirements of the solicitation.

☐ Bidder made efforts to segment portions of the work to be performed by small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs, including dividing sub-bid/partnership opportunities into economically feasible units/parcels, to facilitate participation.

☐ Bidder negotiated in good faith with interested small, DBE, MBE, WBE, VOSB and/or SDVOSB businesses.

☐ Bidder provided adequate rationale for rejecting any small business', DBEs, MBEs, WBEs, VOSBs or SDVOSBs for lack of qualifications.

☐ Bidder offered assistance in obtaining bonding, insurance, financial, equipment, or other resources to small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs, in an effort to assist them in meeting project requirements.

☐ Bidder made efforts to expand the search for small businesses, DBEs MBEs, WBEs, VOSBs and/or SDVOSBs beyond the usual geographic boundaries.

☐ Bidder made other reasonable efforts to include small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs participation.

4. Bidder/Proposer must include documentation, including the date each effort was made, the medium through which each effort was made, and the outcome of each effort with this form, regardless of the level of small, DBE, MBE, WBE, VOSB and/or SDVOSB participation. Examples of required documentation include copies of email communications, copies of newspaper advertisements, or copies of quotations received from interested small businesses, DBEs, MBEs, WBEs, VOSBs or SDVOSBs.

BCN is dedicated to building relationships with, and awarding business to, small and disadvantaged businesses, including those owned by minorities, women, and veterans. BCN recognizes the importance of providing opportunities to ALL in its operating communities, understanding that those who use our services are local residents. Supporting local businesses helps strengthen and nurture strong communities.

BCN is dedicated to building relationships with, and awarding business to, small and disadvantaged businesses, including those owned by minorities, women, and veterans. BCN recognizes the importance of providing opportunities to ALL in its operating communities, understanding that those who use our services are local residents. Supporting local businesses helps strengthen and nurture strong communities.

Personnel costs are BCN's largest expense, followed by the procurement of medical supplies. However, local MBEs that can deliver at the required scale and cost are limited. To address this, BCN has adopted a hybrid approach: leveraging national MBEs while also connecting with and utilizing local MBEs whenever possible in our service areas.

In 2024, BCN set a minority spend target of 10% and achieved this goal, with approximately $750,000 spent on general administrative and patient services. In 2013, proactive outreach led to securing Elaine Allen as the prime contractor for constructing additional office space at corporate headquarters, a project with significant financial impact.

During 2024, the Health Equity and Engagement Team, together with the Procurement department, attended the Central KY Minority Business Expo to engage with local vendors in central Kentucky. This event provided an opportunity to share information about BCN's purchasing needs and resulted in meaningful connections with several MBE organizations whose products and services have since been utilized.

BCN operates six regional offices outside Lexington, collaborating actively with regional executive directors and the procurement team, BCN encourages the use of small and minority-owned businesses in each region.
To maintain transparency and ensure ongoing progress, BCN produces a monthly scorecard tracking diverse spending. This scorecard is distributed to senior management and BCN board of directors, reinforcing the organization's commitment to inclusive sourcing and consistent accountability.

For detailed information regarding outreach efforts that satisfy the MBE Program's requirements, please see "Documentation Required for Good Faith Efforts and Outreach Plans" page.

Note: The Bidder/Proposer must be willing to report the identity of each subcontractor and the value of each subcontract to MBEP if awarded a contract from this procurement.

Failure to submit the documentation requested may be cause for rejection of the bid. Bidders may include any other documentation deemed relevant to this requirement, which is subject to review by the MBE Liaison. Documentation of Good Faith and Outreach Efforts must be submitted with the bid, regardless of the proposed level of SBEs, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs participation in the procurement. If the Good Faith and Outreach Effort Form and associated documentation is not submitted with the bid response, the bid may be rejected.

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

Hospice of the Bluegrass	Daryl Love
Company	**Company Representative**
9/5/2025	**Vice President of Community Engagement**
Date	**Title**

4870-1925-6809, v. 1

GENERAL PROVISIONS

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

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

2. Failure to submit ALL forms and information required in this RFP may be grounds for disqualification.

3. Addenda: All addenda and IonWave Q&A, if any, shall be considered in making the proposal, and such addenda shall be made a part of this RFP. Before submitting a proposal, it is incumbent upon each proposer to be informed as to whether any addenda have been issued, and the failure to cover in the bid any such addenda may result in disqualification of that proposal.

4. Proposal Reservations: LFUCG reserves the right to reject any or all proposals, to award in whole or part, and to waive minor immaterial defects in proposals. LFUCG may consider any alternative proposal that meets its basic needs.

5. Liability: LFUCG is not responsible for any cost incurred by a Respondent in the preparation of proposals.

6. Changes/Alterations: Respondent may change or withdraw a proposal at any time prior to the opening; however, no oral modifications will be allowed. Only letters, or other formal written requests for modifications or corrections of a previously submitted proposal which is addressed in the same manner as the proposal, and received by LFUCG prior to the scheduled closing time for receipt of proposals, will be accepted. The proposal, when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope which is plainly marked "modifications of proposal".

7. Clarification of Submittal: LFUCG reserves the right to obtain clarification of any point in a bid or to obtain additional information from a Respondent.

8. Bribery Clause: By his/her signature on the bid, Respondent certifies that no employee of his/hers, any affiliate or Subcontractor, has bribed or attempted to bribe an officer or employee of the LFUCG.

9. Additional Information: While not necessary, the Respondent may include any product brochures, software documentation, sample reports, or other documentation that may assist LFUCG in better understanding and evaluating the Respondent's response. Additional documentation shall not serve as a substitute for other documentation which is required by this RFP to be submitted with the proposal,

10. Ambiguity, Conflict or other Errors in RFP: If a Respondent discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, it shall immediately notify LFUCG of such error in writing and request modification or clarification of the document if allowable by the LFUCG.

11. Agreement to Bid Terms: In submitting this proposal, the Respondent agrees that it has carefully examined the specifications and all provisions relating to the work to be done attached hereto and made part of this proposal. By acceptance of a Contract under this RFP, proposer states that it understands the meaning, intent and requirements of the RFP and agrees to the same. The successful Respondent shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to Respondent shall be authorized for services or expenses reasonably covered under these provisions that the proposer omits from its Proposal.

12. Cancellation: If the services to be performed hereunder by the Respondent are not performed in an acceptable manner to the LFUCG, the LFUCG may cancel this contract for cause by providing written notice to the proposer, giving at least thirty (30) days notice of the proposed cancellation and the reasons for same. During that time period, the proposer may seek to bring the performance of services hereunder to a level that is acceptable to the LFUCG, and the LFUCG may rescind the cancellation if such action is in its best interest.

A. Termination for Cause

(1) LFUCG may terminate a contract because of the contractor's failure to perform its contractual duties

(2) If a contractor is determined to be in default, LFUCG shall notify the contractor of the determination in writing, and may include a specified date by which the contractor shall cure the identified deficiencies. LFUCG may proceed with termination if the contractor fails to cure the deficiencies within the specified time.

(3) A default in performance by a contractor for which a contract may be terminated shall include, but shall not necessarily be limited to:
(a) Failure to perform the contract according to its terms, conditions and specifications;

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

B. At Will Termination

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

13. Assignment of Contract: The contractor shall not assign or subcontract any portion of the Contract without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of LFUCG.

14. No Waiver: No failure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by LFUCG in exercising any right, remedy, power or privilege under or in respect of this Contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.

15. Authority to do Business: The Respondent must be a duly organized and authorized to do business under the laws of Kentucky. Respondent must be in good standing and have full legal capacity to provide the services specified under this Contract. The Respondent must have all necessary right and lawful authority to enter into this Contract for the full term hereof and that proper corporate or other action has been duly taken authorizing the Respondent to enter into this Contract. The Respondent will provide LFUCG with a copy of a corporate resolution

authorizing this action and a letter from an attorney confirming that the proposer is authorized to do business in the State of Kentucky if requested. All proposals must be signed by a duly authorized officer, agent or employee of the Respondent.

16. Governing Law: This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this Contract, the Parties agree that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Contract or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.

17. Ability to Meet Obligations: Respondent affirmatively states that there are no actions, suits or proceedings of any kind pending against Respondent or, to the knowledge of the Respondent, threatened against the Respondent before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of Respondent to perform its obligations under this Contract, or which question the legality, validity or enforceability hereof or thereof.

18. Contractor understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Contractor is an independent contractor at all times during the performance of the services specified.

19. If any term or provision of this Contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.

20. Contractor [or Vendor or Vendor's Employees] will not appropriate or make use of the Lexington-Fayette Urban County Government (LFUCG) name or any of its trade or service marks or property (including but not limited to any logo or seal), in any promotion, endorsement, advertisement, testimonial or similar use without the prior written consent of the government. If such consent is granted LFUCG reserves the unilateral right, in its sole discretion, to immediately terminate and revoke such use for any reason whatsoever. Contractor agrees that it shall cease and desist from any unauthorized use immediately upon being notified by LFUCG.

Elizabeth J. Fowler

Signature

9/9/2025

Date

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.

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

FINANCIAL RESPONSIBILITY

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

INSURANCE REQUIREMENTS

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

Required Insurance Coverage

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

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

The policies above shall contain the following conditions:

a. All Certificates of Insurance forms used by the insurance carrier shall be properly filed and approved by the Department of Insurance for the Commonwealth of Kentucky (DOI). LFUCG shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy using the Kentucky DOI approved forms.

b. The General Liability Policy shall be primary to any insurance or self-insurance retained by LFUCG.

c. LFUCG shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.

d. Said coverage shall be written by insurers acceptable to LFUCG and shall be in a form acceptable to LFUCG. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

Renewals

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

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.

Lexington-Fayette Urban County Government

Office of Homelessness Prevention & Intervention

REQUEST FOR PROPOSALS

RFP 30-2025 Elderly/Disabled Winter Motel Shelter Services

General Information and Scope

The Lexington-Fayette Urban County Government's Office of Homelessness Prevention and Intervention (OHPI) provides coordination of services, facilitation of programs focused on ending homelessness, advocacy for system and policy changes, and education of the community at-large on the solutions to ending homelessness. The OHPI is the designated community Collaborative Applicant and Lead Agency for the local Continuum of Care (CoC) as well as the locally designated Homeless Management Information System (HMIS) Lead.

Since the onset of the COVID-19 pandemic, Lexington's emergency shelter system has faced challenges in meeting community needs, both in capacity and accessibility. This challenge is particularly great for individuals and groups who may not fit within the parameters of traditional congregate shelter—such as individuals couples, persons with pets, individuals with serious mental illness, those with mobility impairments, and those with medical vulnerabilities. As such, Lexington expands the availability of shelter beds via temporary resources each year to ensure access during the winter months.

This need is met through a multi-tiered approach, recognizing that no single solution meets the needs of all populations presenting within the system for shelter. While a congregate temporary shelter adequately serves many, others may have barriers to accessing this type of resource.

This Request for Proposals (RFP) invites eligible organizations to serve as the **operator of a temporary, motel-based emergency shelter for persons with specialized medical needs**. This includes elderly persons, persons with significant physical disabilities, and persons with mobility impairments. This shelter program will operate from **November 1, 2025, through April 1, 2026.**

The temporary, motel-based shelter should maintain availability of motel rooms to serve approximately 10 households at any time. This includes rooms that are ADA-compliant and/or wheelchair accessible. The operator will provide housing stability services, comprehensively assessing the needs of individuals or households and facilitating access to appropriate levels of subsequent housing. This should include facilitating access to permanent housing or to higher levels of care where appropriate.

In addition to housing-focused supports, the project will be expected to provide meals and assist with access to other basic needs, mainstream benefits, and other community resources as needed and appropriate.

This project will receive referrals from existing shelter providers and area street outreach teams when they identify potential persons in need. The project will assess and prioritize needs and work with both the OHPI and community partners to develop solutions for complex cases.

Eligibility
Eligible proposers are public organizations and private non-profit organizations with 501c3 status and collaborations of such organizations so long as the proposer or at least one member of the collaboration has demonstrated track record of serving people experiencing homelessness or at risk of homelessness including operation of programming with measurable outcomes and proven success.

Instructions
Please submit all required narrative and attachments no later than the deadline indicated below:

Proposal Deadline – 2 P.M. ON September 15, 2025

Proposals received after this deadline or incomplete proposals will not be considered.

1.0 General Provisions

1.1 Funding
The funding period is for one (1) year with a 12-month period of performance from execution of agreement (project must operate between November 1, 2025 and April 1, 2026). LFUCG will conduct ongoing evaluation of the project to determine effectiveness including whether adjustments may be needed in order to maximize outcomes and return on investment.

LFUCG intends to award only one (1) proposal with funding. Unless otherwise agreed upon between the LFUCG and the selected applicant, LFUCG reserves the right to make multiple awards of varying amounts.

1.2 Proposal Submission
In order to be considered, proposals must be received by the September 15, 2025, deadline. The proposal must contain the required documents and respond to each of the required narrative questions to be complete.

Proposals containing significant omissions of required information will be considered non-responsive and will be removed from the funding process. Significant missing responses to narrative questions constitute an incomplete proposal.

1.3 Acceptance/Rejection of Applications
The LFUCG reserves the right to reject any proposals which may be considered irregular, show serious omission, contain unauthorized alteration of form, or are incomplete.

The LFUCG reserves the right to accept or reject any or all applications in whole or in part, with or without cause, to waive technicalities, to implement scoring penalties, or to accept

applications or portions thereof which, in the Urban County Government's judgement, best serve the interests of Urban County Government.

1.4 Requests for Clarification

The LFUCG reserves the right to request clarification of information submitted and to request additional information (to clarify the information submitted) of the applicant either orally or in writing. This may include negotiation of funding amounts, outcomes, and other adjustments prior to the execution of a funding award.

2.0 FUNDING PROCESS

2.1 Timeline

This Request for Progressive Street Outreach proposals is being released on August 25, 2025 and is made available to the public and all potentially eligible applicants.

Completed proposals are due no later than 2 p.m. on September 15, 2025, and late or incomplete proposals will not be accepted or evaluated.

Successful applicants will be contacted on or about September 22, 2025, to negotiate a funding agreement with expectations that an award be in place for the project to begin operations by November 1, 2025.

No funds may be expended prior to the execution of a funding agreement and grantees will not be reimbursed for pre-award costs.

2.2 Evaluation

Proposals will be evaluated by a neutral panel. Scoring criteria are outlined in Section 5.0 Evaluation.

2.3 Selection

The highest scoring proposal as determined by the panel will be recommended for funding and contacted to negotiate a funding agreement. Should no agreement be reached, the second highest scoring applicant will be contacted.

2.4 Reporting

The funded project will be required to submit monthly financial reports. OHPI will pull project reports from the Kentucky Homeless Management Information System (KYHMIS) in order to evaluate progress toward outcomes established in the proposal and associated funding agreement. Report formats will be determined by OHPI as will due dates and submission process.

Failure to submit complete reports on time will delay processing of grant payments and affect the grantee's competitiveness for any future funding opportunities with LFUCG.

3.0 PROPOSAL FORMAT

Proposals must be submitted via the LFUCG's Procurement Software at https://lexingtonky.ionwave.net/Login.aspx. Adherence to the proposal format by all proposers will ensure a fair evaluation regarding the needs of the LFUCG. Proposers not following the prescribed format will be deemed non-responsive.

A complete proposal contains each of the following components:

- One Page Cover Sheet containing:
  - Organization or Lead Applicant Name and Authorized Representative
  - Organization or Lead Applicant Address, Phone Number and E-mail
  - Title of proposed project
  - Brief summary of proposed project (250 words or less)
- Project Narrative responding to each of the evaluation criteria described in Section 4.0 and utilizing format described below (15 pages or less)
  - Double spaced
  - Single sided
  - Times New Roman 12-point font with 1-inch margins
  - Page numbers in bottom right corner of complete submission

- Section 1: Qualifications of the firm and key personnel

  This section shall provide the professional credentials and expertise of the proposer and key personnel assigned to this project.

  Although standard personnel resumes may be included as attachments to the proposal, amplification specific to this solicitation is required in this section. Proposers are asked to specifically note whether proposed project personnel have any prior public sector experience directly implementing homeless services programs at a city, county, or state level.

  The absence of such project-specific information shall cause the proposal to be deemed non-responsive.
- Section 2: Proposed method to accomplish the work

  In this section of the proposal, proposers must provide a detailed description of their approach for accomplishing the tasks specified in the scope of work.

  This section shall include a work plan, schedule, and a project management plan that will detail all lines of authority and communication which will support all the project requirements and logically lead to the deliverables required in this RFP.
- Section 3: Staff availability and past performance

  Timely completion of the tasks outlined for this project is of critical importance. Proposers are to provide a brief description of their current projects and the availability of key personnel proposed in this project.

- Cost proposals, line-item budget and budget narrative (2 pages or less)

  This section shall provide the total costs by work task, staffing, meals, and facility rental, including all expenses, profits and fees to be charged to LFUCG for providing the services described in 3.0.

4.0 SCOPE OF WORK

4.1 General Overview

The LFUCG seeks an organization with demonstrated knowledge of homelessness services, emergency shelter, and housing stability services to implement a temporary motel-based winter shelter program for up to 10 households on any given night.

4.2 Services

Proposals should identify a clear plan for providing motel-based temporary shelter for up to 10 households on any given night. The plan should address how the proposer intends to receive and prioritize referrals, maintain sufficient stock of rooms, provide meals and basic needs, and deliver housing stability services to quickly move households to permanent housing.

Services should be available to populations not able to access other forms of shelter such as existing congregate shelters and the low-barrier temporary congregate shelter. An emphasis should be placed on the elderly and disabled, including those with significant physical disabilities and/or mobility issues. Alternate solutions may be required in severe cases and the operator of the project will need to collaborate with the OHPI, other organizations and projects if unable to serve someone adequately.

4.3 Staffing

Proposers need to specify the staffing levels, project team members, including any contracted services for expertise not available in-house, and the range of services to be provided.

4.4 Performance

The project will be measured with the following performance objectives:

- Number of individuals, households served;
- Total nights of shelter provided (total persons each night X number of nights)
- Number of individuals, household exiting to permanent housing;
- Length of stay for households.

5.0 EVALUATION

Factor	Points
Methodology and proposed approach to provide services as described in the 4.0 Scope of Work	40
Demonstrated understanding of the project deliverables and proposal responsiveness	20
Demonstrated homeless services and emergency shelter knowledge and experience of key personnel, as well as availability of key personnel	20
Cost Analysis	20
Total Points	**100**

Lexington-Fayette Urban County Government

Office of Homelessness Prevention and Intervention

RFP 30-2025: Elderly/Disabled Winter Motel Shelter Services

Cover Sheet

Organization or Lead Applicant Name:

Hospice of the Bluegrass, Inc., dba Bluegrass Care Navigators

Authorized Representative:

Elizabeth D. Fowler, President/CEO

Organization or Lead Applicant Address, Phone Number and E-mail:

1733 Harrodsburg Road, Lexington KY 40540

859-296-6810

lfowler@bgcarenav.org

Title of proposed project:

BCN Specialized Care: Winter Weather Shelter

Brief summary of proposed project (250 words or less):

Bluegrass Care Navigators (BCN) proposes to operate the Winter Weather Shelter for individuals with specialized medical needs from November 1, 2025, through April 1, 2026. This initiative directly supports the community's goals of preventing health risks from exposure, reducing unsheltered homelessness, and prioritizing housing stability for Lexington's most vulnerable residents. The program will provide up to 11 private motel rooms each night at a local extended-stay hotel for households. It will provide immediate shelter, meet basic needs, offer comprehensive care, and include 24/7 staff support. When feasible and agreeable to participants, households may choose to double up, increasing capacity while fostering companionship and safety. Participants

will receive individualized case management focused on long-term support, such as income assistance, benefits enrollment, healthcare access, and connection to permanent housing.

Last season, BCN served 35 individuals in 29 households, with the majority aged 55+ and living with disabilities. Despite their complex needs, 52% of participants transitioned into permanent housing, demonstrating the program's success in achieving positive housing outcomes. With experienced staff, strong partnerships, and a proven care model, BCN will ensure that individuals with specialized medical needs have a safe option during the winter months.

Project Narrative

Section 1: Qualifications of the firm and key personnel

Bluegrass Care Navigators (BCN) has over 46 years of experience providing high-quality healthcare and social services throughout Kentucky. As a trusted nonprofit, BCN has developed deep expertise in serving medically vulnerable populations, including seniors, individuals with disabilities, and those experiencing homelessness. Our mission is to provide patient-centered care to the seriously ill and their families with excellence and compassion, engage in community partnerships, education, and counseling, and offer opportunities to staff, volunteers, and donors to enrich lives through their gifts. BCN operates various programs to fill gaps in care and support housing stability, including hospice care, adult and pediatric palliative care, PACE, medical respite, grief care services, and integrative medicine. This wide range of services highlights our ability to handle complex needs, achieve measurable outcomes, and collaborate effectively with government agencies, healthcare providers, and community partners.

The Winter Weather Shelter program is managed by an experienced team with firsthand knowledge of emergency shelter operations, housing navigation, and supportive service delivery.

1. Program Director (Jamie Cody, RN) – Provides overall leadership and oversight. With 22 years of professional experience in nursing, program management, housing, and homeless services, the director has a proven track record of designing and expanding innovative shelter and housing programs that achieve measurable outcomes.
2. Transitional Care Nurse/Coach – Based on assessments, the nurse/coach meets with the participant once a week or as needed, providing additional telephonic support when necessary. This staff member is also responsible for discharge planning with the participant. We will have three (3) Lexington transitional care nurses/coaches offering services for this project, with

assignments based on the need and intensity of the intervention. All staff have previous experience working with medical respite clients.

3. Social Worker – This role provides motel visits as needed for community resource and program referrals, counseling, and assessment. This team currently serves clients of the BCN's medical respite program. All team members have experience in housing stability services, benefits navigation, and supportive case management. They are highly skilled in working with elderly and disabled clients and in ensuring access to mainstream resources.
4. Support Staff/Volunteers – BCN has a pool of over 200 highly trained volunteers who contribute across our service areas, providing transportation as needed, delivering food, and offering companionship. Some volunteers have lived experience with aging, navigating systems, and healthcare services.

In addition to their professional expertise, key personnel have previous public sector experience with programs funded by the LFUCG via BCN's Medical Respite program. The Medical Respite program serves as an emergency shelter for those experiencing homelessness who would otherwise be discharged home from a hospital but lack a home to return to and cannot be discharged into Lexington's congregate shelter system. With BCN's organizational history and experienced staff team, we are well-positioned to successfully operate the Winter Weather Shelter program for individuals with specialized medical needs, such as the elderly and individuals with disabilities, supporting LFUCG's goals and performance expectations.

Section 2: Proposed method to accomplish the work

BCN will implement a Winter Weather Shelter designed to meet the specialized medical needs of the elderly, those with significant physical disabilities, and individuals with mobility impairments, such as those who cannot be safely accommodated in congregate shelter settings. Our approach

builds on the proven success of operating this specialized shelter in 2023 and 2024. In 2024, we served 35 individuals in 29 households between November 2024 and April 2025, with 52% exiting to permanent housing.

Referral and Prioritization Process

The program will receive referrals from existing shelter providers, hospitals, street outreach teams, and OHPI. The eligibility criteria include:

- Individuals experiencing homelessness in Fayette County with specialized medical needs who are prevented from utilizing the existing emergency shelter system.
- Households and individuals must have the ability to maintain independence in a motel setting or with support from a caregiver.
- All participants must agree to adhere to the motel rules, including no unauthorized visitors or pets.

BCN will use a low-barrier intake process to prioritize households with medical vulnerabilities, mobility impairments, or age-related needs, while confirming the eligibility or ineligibility of existing emergency shelters. BCN serves everyone regardless of race, color, religion, sex, sexual orientation, disability, national origin, or gender identity.

Shelter Operations and Accommodations

A total of 11 rooms will be available. BCN will reserve a block of 10 rooms to ensure availability for up to 10 households each night from November 1, 2025, to April 1, 2026 (check-out date). Three (3) of these rooms will be ADA-compliant and wheelchair accessible. While eight (8) rooms are on the first floor, two (2) rooms will be located on the second floor of the Bluegrass Extended Stay off Richmond Road. Each household will have a private room, ensuring dignity and safety for all participants. Whenever possible and agreeable to participants, BCN will support sharing

rooms to increase shelter capacity. For example, two single elderly men who are comfortable sharing space may be housed together, providing companionship and access to services while maximizing available resources. An additional room (1) will be reserved as needed for special situations, especially for those with pets that need a pet-friendly location.

Meals will be provided daily, and staff will assist with accessing additional basic needs such as transportation, medication management, and hygiene supplies. BCN provides translation services to individuals with limited English proficiency through a third-party language provider and respects participant preferences, working with family members or community-based translators when necessary.

Housing Stability Services

Team members will perform thorough assessments, create personalized housing plans, and connect participants to mainstream benefits and permanent housing resources. In 2024–2025, case managers successfully linked participants to Social Security, SSI/SSDI, and Medicaid, with many increasing or stabilizing their income by the time they exited the program. Staff will continue working closely with OHPI, the Housing Authority of Lexington, and healthcare providers to resolve complex cases.

Staffing and Oversight

Team members are available 24/7/365 and can be reached through an on-call number. All team members are trained in trauma-informed care, de-escalation techniques, and culturally responsive practices. BCN will maintain clear lines of authority and communication to ensure smooth coordination across program staff, OHPI, motel partners, and referring agencies. All participant-level data will be entered into the KYHMIS in accordance with the CoC's policies.

Work Plan and Schedule

- October 2025: Finalize contracts and reserve rooms.
- November 1, 2025 – April 1, 2026: Operate Winter Weather Shelter with 24/7 coverage and comprehensive case management services.
- Monthly: Submit financial and programmatic reports.
- April 2026: Complete closeout, evaluate outcomes, and submit the final report.

Through this approach, BCN will provide a safe and accessible alternative to congregate shelter for some of the most medically fragile members of our community, while maintaining a strong focus on rapid connections to housing and supports.

Section 3: Staff availability and past performance

BCN maintains the staffing and organizational infrastructure necessary to ensure the timely and effective operation of the Winter Weather Shelter. All key staff remain unchanged from the previous year and bring plenty of expertise in serving elderly and disabled individuals experiencing homelessness. Staff are available year-round and dedicated to operating the program from November 1, 2025, through April 1, 2026, with full 24/7 coverage during the winter season..

- Jamie Cody will lead the program. She has spent most of the past five years managing the BCN's Medical Respite program. With her experience as an RN and in transitional care for individuals experiencing homelessness, Jamie is the ideal person to oversee this program. She will dedicate one hour per week, totaling 110 hours throughout the program. She will ensure the smooth coordination of referrals, adherence to safety standards, and the delivery of high-quality services.
- BCN's three (3) Transitional Care Nurses/Coaches and our one Social Worker will serve as Case Managers and Housing Navigators, providing direct services for this program. They will allocate their time based on the needs of participants at any given moment. Like

Jamie, these team members have extensive experience from their roles with BCN's Medical Respite program. Additionally, they will be available in on-call positions covering nights, weekends, and holidays.

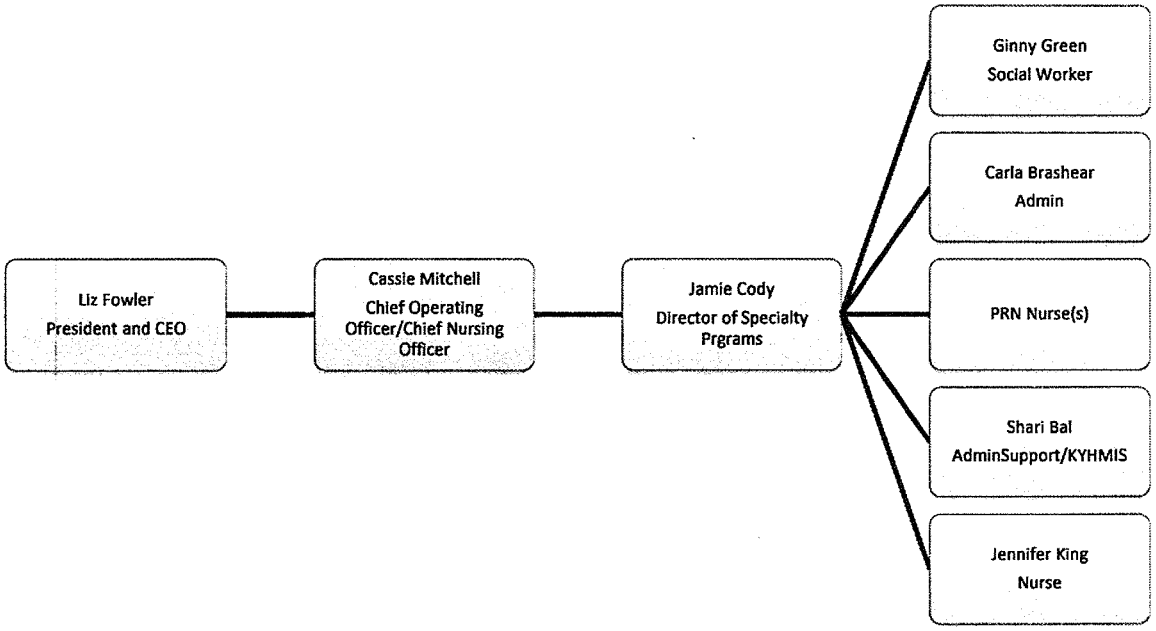
- Our volunteers acting as support staff assist with transportation, meals, and companionship when requested.

Past Performance

BCN successfully operated the Winter Weather Shelter last season, and like BCN's regular medical respite program, it consistently met or exceeded program goals. In 2024–2025, the shelter:

- Served 35 individuals across 29 households, with an average length of stay of 48 days (median 39 days).
- Achieved 52% of participants exiting into permanent housing (10 rental without subsidy, 4 with subsidy, 3 with family).
- Provided safe shelter for an older, medically fragile population, with 69% aged 55 or older and 26% experiencing chronic homelessness.
- Addressed complex needs: 77% had physical disabilities, 43% had chronic health conditions, and 40% experienced mental health disorders.
- Supported veterans and survivors of violence, including one chronically homeless veteran and five survivors of domestic violence.
- Ensured high-quality data collection and entry with prompt HMIS reporting.

These results demonstrate BCN's proven ability to effectively manage shelter operations, prioritize the most vulnerable populations, and achieve measurable housing outcomes. With stable staffing, extensive organizational experience, and strong community partnerships, BCN is well-positioned to sustain success in 2025–2026.


Liz Fowler
President and CEO
Cassie Mitchell
Chief Operating Officer/Chief Nursing Officer
Jamie Cody
Director of Specialty Prgrams
Ginny Green
Social Worker
Carla Brashear
Admin
PRN Nurse(s)
Shari Bal
AdminSupport/KYHMIS
Jennifer King
Nurse

Cost

Line-Item by Work

Bluegrass Care Navigators - Bluegrass Transitional Care 2025 Specialized Medical Need Winter Weather

Line-Item Narrative Budget

			Winter Weather Nov 1 - March 31 (checkout 4/1)
Staff Salaries		# of Employees:	
	Full-Time (FTE)	1.25	$ 45,410
	Part-Time		
		Total Salaries	$ 45,410
	Narrative Description	The 1.25 Full-Time FTE reflects a combination of time allocated by various Bluegrass Care Navigators team members: Hospital-Based Nurse/Coach; Transitional Nurse/Coach; Social Worker; and Director of Specialty Programs for 11 rooms.	
Staff Fringe Benefits			
	Narrative Description	The Staff Fringe Benefit Rate is 27.5% and is included in the staff salary figures above.	
Space/Facilities			$ 132,125
	Narrative Description	Hotel/motel lodging: Winter Weather = 11 rooms/night at 75 per night for 5 months (10 X 151 X $75.00 = $113,250.00, 1 X 151 X $125.00)	
Operating Expenses			$ 7,835
	Narrative Description	Patient Transportation and Basic Need Expenses: Food (average 1,281.64/month x 5 = 6,408.22) + Transportation (average 285.07/month x 5 = $1,425.36)	
Indirect Cost 10%			$ 18,537
TOTAL FY2025 PROGRAM BUDGET			**$ 203,907**

Budget Narrative

The proposed budget supports the operation of the Winter Weather Shelter for unsheltered households with specialized medical needs from November 1, 2025, to April 1, 2026. The total budget is $203,907, underwriting staff salaries, fringe benefits, lodging, operating expenses, and indirect costs.

Staffing for the program includes 1.25 full-time equivalent (FTE) with a salary of $45,410. This 1.25 FTE reflects the time allocated by a Hospital-Based Nurse/Coach, Transitional Care Nurse/Coach, Social Worker, and the Director of Specialty Programs, all of whom will ensure the smooth operation of the program. Fringe benefits are calculated at 27.5% and are included in the salary figures.

For lodging, the program will reserve 10 rooms per night at $75.00, including taxes, and 1 room at $125.00 per night, including taxes (11 rooms x 151 nights), totaling $132,125. Ten rooms have been confirmed with Bluegrass Extended Stay to accommodate individuals with specialized medical needs during the winter months. An additional pet-friendly room may be secured at an off-site location.

Operating expenses total $7,835, covering essentials like food and transportation. Food and transportation costs are budgeted at an average monthly rate based on the last two years of financial reports.

Indirect costs are calculated at 10% of total direct expenses, amounting to $18,275, covering administrative overhead like accounting and legal services.

PURCHASE OF SERVICE AGREEMENT

THIS PURCHASE OF SERVICE AGREEMENT, made and entered into on the _____ day of _____ 2025, by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the COMMONWEALTH OF KENTUCKY created pursuant to KRS Chapter 67A ("LFUCG"), 200 East Main Street, Lexington, Kentucky 40507, and **HOSPICE OF THE BLUEGRASS, INC. D/B/A BLUEGRASS CARE NAVIGATORS**, a Kentucky corporation, ("Organization") with offices located at 1733 Harrodsburg Road, Lexington, Kentucky 40504.

W I T N E S S E T H

WHEREAS, LFUCG desires to maintain availability of motel rooms meeting the temporary emergency shelter needs of households with more specialized medical needs, such as elderly persons, persons with significant physical disabilities, and persons with mobility impairments;

WHEREAS, LFUCG solicited Requests for Proposals (RFP) from public organizations and private non-profit organizations to provide these services through RFP #30-2025 Elderly/Disabled Winter Motel Shelter Services;

WHEREAS, the Organization submitted a proposal which was deemed by LFUCG to be the best and most responsive proposal to implement the services;

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

1. EFFECTIVE DATE; TERM. This Agreement shall commence on November 1, 2025 and shall last until April 1, 2026 unless terminated by LFUCG at an earlier time.

2. RELATED DOCUMENTS. This Agreement shall consist of the terms herein as well as the following additional documents, which are attached hereto as exhibits and incorporated herein by reference as if fully stated:

a. Exhibit "A" – RFP #30-2025, Elderly/Disabled Winter Motel Shelter Services
b. Exhibit "B" – Organization's Response to RFP #30-2025

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

3. SCOPE OF SERVICES. Organization shall perform the services outlined in the attached Exhibit "A" – Scope of Work for LFUCG in a timely, workmanlike and professional manner (the "Services"). Organization shall provide the services between November 1, 2025 and April 1, 2026.

4. PAYMENT. LFUCG shall pay Organization a total amount not to exceed Two Hundred Three Thousand and Nine Hundred Seven Dollars and 00/100 Cents ($203,907.00) for the performance of the Services. Payments shall be made monthly for expenditures the Organization actually incurred, only after receipt of monthly invoices. The funds are limited to the services provided herein and may not be spent by the Organization for any other purpose without the prior written consent of LFUCG. Absent any additional written agreement stating otherwise any travel or other expenses are included in the above payment.

a. LFUCG shall make payment under this Agreement upon timely submission of an invoice(s) from Organization specifying that the Services have been performed, accompanied by data satisfactory to LFUCG to document entitlement to payment for the Services performed to date. LFUCG shall have thirty (30) days from the date of receipt of the invoice to pay the invoice amount. LFUCG reserves the right to refuse payment if it is determined by LFUCG that the Services performed or materials provided for the Services are inadequate or defective.

b. LFUCG also reserves the right to reject any invoice submitted for services more than sixty (60) days after the services were rendered.

5. TERMINATION. LFUCG, through the Mayor or the Mayor's designee, may terminate this Agreement for any reason whatsoever by providing Organization with at least thirty (30) days advance written notice. Organization shall be entitled for payment of all work performed up to that period of time, calculated on a reasonable basis.

a. In the event of a termination based upon a material condition of non-performance or default by Organization, LFUCG shall provide Organization advance written notice and a reasonable period of time to cure the breach.

b. Organization may only terminate this Agreement based upon LFUCG's failure to timely pay for properly invoiced and accepted work. Organization shall provide LFUCG with at least thirty (30) days advance written notice and an opportunity to cure prior to termination.

c. Organization acknowledges that LFUCG is a governmental entity, and that the validity of this Agreement is based upon the availability of appropriated funding. In the event that such funding is not appropriated in a future fiscal year, LFUCG's obligations under this Agreement shall automatically expire without penalty to the LFUCG thirty (30)

days after written notice to Organization. LFUCG shall exercise any application of this provision in good faith.

6. **REPORTING.** Organization shall provide LFUCG with monthly financial reports in the form and manner reasonably specified by LFUCG. Organization shall also timely provide LFUCG with any additional reports and updates related to the provisions of the Services in the form and manner reasonably specified by LFUCG.

7. **REGISTRATION; COMPLIANCE; AUTHORITY TO SIGN.** Organization shall be lawfully registered or authorized to do business in the Commonwealth of Kentucky and Lexington-Fayette County and shall at all times comply with any and all applicable federal, state, and local laws, ordinances, and regulations. LFUCG may request proof that Organization has timely filed federal, state, or local tax forms which shall be provided by Organization on a timely basis. The person signing this Agreement on behalf of Organization is fully authorized to do so.

8. **INSURANCE; INDEMNITY.** The risk management provisions of RFP #30-2025 are incorporated herein by reference as if fully stated. Copies of the required Certificates of Insurance shall be provided to LFUCG as required therein.

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

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

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

10. **KYHMIS**. Organization agrees that it shall ensure that data on all persons served and/or all activities assisted with using any amount of funds provided under this Agreement shall be entered into the applicable Kentucky Homeless Management Information System (KYHMIS) in accordance with standards of the U.S. Department of Housing and Urban Development and the Continuum of Care. The Organization further agrees that this provision shall survive termination of this Agreement.

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

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

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

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

14. ANNUAL AUDIT. Organization shall comply with the audit requirements of 200 CFR Part 200, Subpart F, if applicable. LFUCG shall also have the option to request an audit of all revenue and expenditures related to this Agreement. If such an audit is requested by LFUCG, the audit shall be conducted by independent certified public accountants at Organization's expense, who shall express an opinion as to whether or not revenue and expenditures during the year audited have conformed to state and local law and regulation. For any audit performed, including a 200 CFR Part 200 audit, a copy of the audit, or clean audit opinion letter from an independent certified public accountant, shall be submitted to LFUCG upon request.

15. INVESTMENT. Any investment of the funds received pursuant to this Agreement must fully comply with any restrictions imposed by law.

16. NO ASSIGNMENT. Organization may not assign any of its rights and duties under this Agreement without the prior written consent of LFUCG.

17. NO THIRD PARTY RIGHTS. This Agreement does not create a contractual relationship with or right of action in favor of a third party against either Organization or LFUCG.

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18. **KENTUCKY LAW AND VENUE.** This Agreement shall be governed in all respects by the laws of the Commonwealth of Kentucky and venue for all actions shall lie in the Circuit Court of Fayette County, Kentucky.

19. **AMENDMENTS.** By mutual agreement, the parties to this Agreement may, from time to time, make written changes to any provision hereof. Organization acknowledges that LFUCG may make such changes only upon approval of its legislative authority, the Lexington-Fayette Urban County Council, and the signature of its Mayor.

20. **NOTICE.** Any written notice required by the Agreement shall be delivered by certified mail, return receipt requested, to the following:

For Organization:

HOSPICE OF THE BLUEGRASS, INC.
D/B/A BLUEGRASS CARE NAVIGATORS
1733 Harrodsburg Road
Lexington, Kentucky 40504
Attn: Elizabeth Fowler

For Government:

Lexington-Fayette Urban County Government
200 East Main Street
Lexington, Kentucky 40507
Attn: Jeff Herron

DRAFT

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

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

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

LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT

BY: _____
LINDA GORTON, MAYOR

ATTEST:

_____
Clerk of the Urban County Council

HOSPICE OF THE BLUEGRASS, INC.
D/B/A BLUEGRASS CARE NAVIGATORS

BY:_____
Elizabeth Fowler, President/CEO

_____
ATTEST:

_____
WITNESS:_____
DATE:_____

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EXHIBIT "A"

Lexington/Fayette Urban County Government

RFP #30-2025, Elderly/Disabled Winter Motel Shelter Services

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EXHIBIT "B"

Organization's Response to RFP #30-2025

4935-1874-7240, v. 1

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Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0918-25

File ID:	0918-25	**Type:**	Agenda Item	**Status:**	Agenda Ready
Version:	1	**Contract #:**		**In Control:**	Water Quality
				File Created:	09/17/2025
File Name:	Banks Engineering Services RFP #25-2025			**Final Action:**	

Title: Authorization to approve an agreement with Banks Engineering to identify and legally describe the easements and fee simple property needed to construct sanitary sewer infrastructure for the future North Elkhorn pump station/wet weather storage complex, pursuant to RFP #25-2025 at a cost of $37,900.00. Funds are budgeted. (L0918-25)(Martin/Albright)

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	Blue Sheet Memo, 1 Contract for RFP #25_2025, 2 Exhibit A NE Area 2 Corridor Evalaution Final, 4 Exhibit C Banks Engineering Proposal, 5 Exhibit D, Banks Engineering Inc COI - LFUCG Division of Water Quality 2025	**Enactment Number:**	
Deed #:		**Hearing Date:**	
Drafter:	Christina King/ Bob Peterson	**Effective Date:**	

History of Legislative File

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

Text of Legislative File 0918-25

Title

Authorization to approve an agreement with Banks Engineering to identify and legally describe the easements and fee simple property needed to construct sanitary sewer infrastructure for the future North Elkhorn pump station/wet weather storage complex, pursuant to RFP #25-2025 at a cost of $37,900.00. Funds are budgeted. (L0918-25) (Martin/Albright)

Summary

Authorization to approve an agreement with Banks Engineering to identify and legally describe the easements and fee simple property needed to construct sanitary sewer infrastructure for the future North Elkhorn pump station/wet weather storage complex,

pursuant to RFP #25-2025 at a cost of $37,900.00. Funds are budgeted. (L0918-25) (Martin/Albright)

Budgetary Implications [select]: Yes

Advance Document Review:

Law: Yes J. Todd Henning 9/16/25

Risk Management: No

Fully Budgeted [select]: Yes

Account Number: 4003-303408-3466-92811

This Fiscal Year Impact: $37,900.00

Annual Impact: $

Project:

Activity:

Budget Reference:

Current Balance: $22,377,528.04

MAYOR LINDA GORTON

LEXINGTON

CHARLES H. MARTIN, P.E.
DIRECTOR
WATER QUALITY

TO: Mayor Linda Gorton
Urban County Council

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

DATE: September 18, 2025

SUBJECT: **RFP #25-2025 Award Recommendation**
Future North Elkhorn Sanitary Pump Station Survey and Easement Services

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Request

The purpose of this memorandum is to request a resolution authorizing an agreement between the Lexington-Fayette Urban County Government (LFUCG) and Banks Engineering to provide surveying and easement acquisition services in accordance with the scope of services stated in RFP #25-2025.

Purpose of Request

The purpose of RFP#25-2025 is to identify and legally describe the easements and fee simple property needed to construct sanitary sewer infrastructure for the future North Elkhorn pump station / wet weather storage complex (Consent Decree RMP Project NE-1).

On September 3, 2025, a workgroup reviewed eight (8) proposals submitted in response to the Request for Proposals (RFPs). The workgroup scored Banks Engineering as best overall firm for meeting the requirements of the advertised RFP.

Project Cost in FY26 and in Future Budget Years

The cost for completing the advertised scope of work is $37,900.00.

Are Funds Budgeted

Funds are budgeted: 4003 303408 3466 92811 NEPSWWSTANK 2021

Martin/Albright

ENGINEERING SERVICES AGREEMENT

THIS IS AN AGREEMENT made as of_____, 2025, between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the Commonwealth of Kentucky pursuant to KRS Chapter 67A ("**OWNER**") and **BANKS ENGINEERING** with offices located at 1211 Jessamine Station, Nicholasville Kentucky 40356 ("**CONSULTANT**"). **OWNER** intends to proceed with the Future North Elkhorn Sanitary Pump Station Survey and Easement Services as described in the attached **EXHIBIT A**, Scope of Engineering Services and Related Matters RFP #25-2025 (the "**PROJECT**"). The **CONSULTANT** shall perform professional engineering services and deliverables as described in **EXHIBIT A** which include customary master planning and civil engineering services as related to providing the deliverables specific to this agreement–that will assist the **OWNER** in successfully implementing the **PROJECT** and complying with any requirements which are related to the Consent Decree entered in a case styled *United States & Commonwealth of Kentucky* v. *Lexington Fayette Urban County Government,* United States District Court for the Eastern District of Kentucky, Civil Action No. 5:06-cv-386-KSF (the "**CONSENT DECREE**"). The services are hereinafter referred to as the **PROJECT**. **The primary goal of the PROJECT is to provide the OWNER with the technical support necessary to successfully meet the obligations and deadlines of the CONSENT DECREE. OWNER** and **CONSULTANT** in consideration of their mutual covenants herein agree in respect of the performance of professional engineering services by **CONSULTANT** and the payment for those services by **OWNER** as set forth below.

CONSULTANT shall provide professional consulting services for **OWNER** in all phases of the **PROJECT** to which this Agreement applies, serve as **OWNER'S** professional engineering representative for the **PROJECT** as set forth below and shall give professional consultation and advice to **OWNER** during the performance of services hereunder.

SECTION 1 - BASIC SERVICES OF CONSULTANT

1.1. General

CONSULTANT shall perform professional services as hereinafter stated that include customary civil, geotechnical, structural, mechanical, electrical and sanitary engineering services incidental thereto.

1.2. Incorporated Documents

The following documents are incorporated by reference as part of this Agreement:

1. The **CONSENT DECREE**, as may be amended, including all appendices.
2. **EXHIBIT A** – Scope of Engineering Services and Related Matters RFP #25-2025 (Including Addendums).
3. **EXHIBIT B** – Certificate of Insurance and Evidence of Insurability.
4. **EXHIBIT C** – Proposal of Engineering Services and Related Matters (the **CONSULTANT'**s response to RFP #25-2025).
5. **EXHIBIT D** – Further Description of Basic Engineering Services and Related Matters.

To the extent of any conflict among the provisions of these documents and/or this Agreement, the provisions of this Agreement shall control, followed by the provisions of **EXHIBIT A**, then **EXHIBIT D, and then EXHIBIT C**.

1.3 Project Phase

A complete description of the duties and responsibilities of the **CONSULTANT** are as indicated in **EXHIBIT A**, Scope of Engineering Services and Related Matters RFP #25-2025, **EXHIBIT C** Proposal of Engineering Services and Related Matters, and **Exhibit D** Further Description of Basic Engineering Services and Related Matters. After written authorization to proceed from the **OWNER**, **CONSULTANT** shall:

1.3.1. Notify the **OWNER** in writing of its authorized representative who shall act as Project Engineer and liaison representative between the **CONSULTANT** and the **OWNER**. **OWNER** has the right to approve the Project Engineer, or any change thereto, which approval shall not be unreasonably withheld.

1.3.2. The **CONSULTANT** **must perform all duties** **necessary to fully complete the deliverables as further described in attached EXHIBIT A,** Scope of Engineering Services and Related Matters RFP #25-2025, attached **EXHIBIT C,** Proposal of Engineering Services and Related Matters**,** and attached **EXHIBIT D** Further Description of Basic Engineering Services and Related Matters **unless otherwise agreed to in writing by the parties.**

1.3.3 The **CONSULTANT** shall provide written documentation of all meetings and be responsible for incorporating all comments and changes resulting therefrom in final work product.

1.3.4. The **CONSULTANT** shall submit five (5) copies (hardcover) of all initial draft final work products for this **PROJECT** unless otherwise described in Exhibit A. The copies of the initial draft final reports are submitted for review and comment by the **OWNER**, and should be presented in person to the **OWNER**.

1.3.5. After the **OWNER'S** detailed review, the **CONSULTANT** will revise the initial draft final for all work products for this **PROJECT**, and the **CONSULTANT** shall submit five (5) copies (hardcover) unless otherwise described in Exhibit A. One electronic copy of the all work products for this **PROJECT**, including all appendices, shall be provided and prepared in such a manner that it can readily be converted to a quick-link accessible form for the **OWNER'S** Website. The **OWNER** shall have ten (10) business days within which to accept or deny each such final draft. If it is denied, the **OWNER** shall provide a detailed explanation in writing for the basis of such denial. Once the OWNER accepts the draft as final, a total of ten (10) final copies (hardcover) are required in addition to an electronic copy unless otherwise described in Exhibit A.

1.3.6 Immediately notify **OWNER** of any delay in the delivery of a work product or deliverable, regardless of cause. Give written notice to **OWNER** within five (5) business days whenever **CONSULTANT** observes or otherwise becomes aware of any development that affects the scope or timing of **CONSULTANT'S** services, or any defect in the work of Contractor(s).

SECTION 2 - EXTRA WORK BY CONSULTANT

2.1. The **OWNER** may desire to have the **CONSULTANT** perform work or render services in connection with this **PROJECT** other than provided by the expressed intent of this Agreement. Such work shall be considered as Extra Work, subject to a change order, supplemental to this Agreement, setting forth the character and scope thereof and the compensation therefore. Work under such change order shall not proceed until the **OWNER** gives written authorization. Should the **OWNER** find it desirable to have previously satisfactorily completed and accepted plans or parts thereof revised, the **CONSULTANT** shall make such revisions as directed, in writing, by the **OWNER**. This work shall be considered as Extra Work and shall be paid as such.

2.2. All Extra Work is subject to prior written authorization of **OWNER** and necessary appropriations made by the Urban County Council.

SECTION 3 - OWNER'S RESPONSIBILITIES

OWNER shall:

3.1. Provide criteria and information as to **OWNER'S** requirements for the **PROJECT**, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations.

3.2. Assist **CONSULTANT** by placing at his disposal available information pertinent to the Project.

3.3. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by **CONSULTANT**, and provide written approval or disapproval thereof within a reasonable time so as not to delay the services of **CONSULTANT**.

3.4. Designate in writing a person to act as **OWNER'S** representative agent with respect to the services to be rendered under this Agreement (see Section 8.1.1.). Such person shall have complete authority to transmit instructions, receive information, interpret, and define **OWNER'S** policies and decisions with respect to materials, equipment, elements, and systems pertinent to **CONSULTANT'S** services.

3.5. Give written notice to **CONSULTANT** whenever **OWNER** observes or otherwise becomes aware of any development that affects the scope or timing of **CONSULTANT'S** services, or any defect in the work of **CONSULTANT**.

3.6. Furnish or direct **CONSULTANT** to provide, Extra Work as stipulated in Section Two (2) of this Agreement or other services as required.

SECTION 4 - PERIOD OF SERVICES

4.1. Time is of the essence in the performance of this Agreement. **CONSULTANT** is aware that the **OWNER** is subject to penalties for non-compliance with the **CONSENT DECREE** deadlines. See attached **EXHIBIT A** for the overall current project schedule.

4.2. The provisions of this Section Four (4) and the various rates of compensation for **CONSULTANT'S** services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the **PROJECT** through completion.

4.3. If a delay results from the acts of **OWNER** or another entity that is required to permit or approve the work or services, an extension of time for such delay will be considered by **OWNER**.

4.3.1. If the above type of delay occurs and **CONSULTANT** wants an extension of time, it must, within ten (10) days from the date of the delay, apply in writing to **OWNER** for an extension of time for a reasonable period, which must be agreed upon by **OWNER**.

4.3.2. If the extension of time is approved by **OWNER**, the **PROJECT** schedule shall be revised to reflect the extension. Such extension of time to the completion date shall in no way be construed to operate as a waiver on the part of **OWNER** of any of its other rights in the Agreement.

4.3.3. If the above type of delay would prevent complete performance of the **PROJECT** within sixty (60) days of the time specified therein, **OWNER** shall have the option of cancelling the **PROJECT** or otherwise adjusting the scope of the services or work.

4.3.4. If the parties cannot mutually agree to an extension of time or an adjustment, Section 6.5 under "DISPUTES" of this Agreement shall apply.

4.4. If delays result solely by reason of acts of the **CONSULTANT**, the **CONSULTANT** shall be held liable for any financial penalties incurred by the **OWNER** as a result of the delay**, including but not limited to those assessed pursuant to the CONSENT DECREE**. Section 6.5 of this Agreement (**Disputes**), shall apply in the event the parties cannot mutually agree upon the cause(s) associated with delays in completing project deliverables. The **CONSULTANT** must immediately notify the **OWNER** in the event of such delay, and provide the **OWNER** a written action plan within five (5) business days on how it will attempt to resolve the delay.

SECTION 5 - PAYMENTS TO CONSULTANT

5.1. Methods of Payment for Services of CONSULTANT.

5.1.1. For Basic Services
OWNER shall pay submitted invoices for completed work consistent with the fee proposal included in Exhibit C.

5.1.2. For Extra Work
Extra Work shall be paid for by the **OWNER** on the basis of a fixed fee, the amount of which shall be determined by negotiation. The **OWNER** shall have the right to negotiate alternate methods of payment for Extra Work if the **OWNER** determines that the fixed fee basis is not feasible. In the event the **OWNER** and the **CONSULTANT** are unable to agree upon the amount of payment for Extra Work, then the amount of such payment shall be determined pursuant to Section 6.5 (**Disputes**).

5.2. Times of Payment

5.2.1 **CONSULTANT** shall submit to **OWNER** detailed monthly statements for Basic Services and Extra Work rendered. The Statements will be based upon **CONSULTANT'S** estimate of the proportion of the total services actually completed at the time of billing. **OWNER** shall respond to **CONSULTANT'S**

monthly statements within thirty (30) days, either denying payment or making payment.

5.3. Other Provisions Concerning Payments

5.3.1. In the event the Agreement is terminated by the **OWNER** without fault on the part of the **CONSULTANT**, the **CONSULTANT** shall be paid for the work performed or services rendered for which it has not already been paid in an amount bearing the same ratio to the total Agreement fee as the amount of work completed or partially completed and delivered to the **OWNER** is to the total amount of work provided for herein, as determined by mutual agreement between the **OWNER** and the **CONSULTANT**.

5.3.2. In the event the services of the **CONSULTANT** are terminated by the **OWNER** for fault on the part of the **CONSULTANT**, the **CONSULTANT** shall be paid reasonable value of the work performed or services rendered and delivered for which it has not already been paid, and the amount to be paid shall be determined by the **OWNER**.

SECTION 6 - GENERAL CONSIDERATIONS

6.1. Termination

6.1.1. **CONSULTANT may only terminate this Agreement** due to **OWNER'S** material breach of the terms hereof which breach causes **CONSULTANT** to be unable to perform its duties and responsibilities under this Agreement and upon forty-five (45) days written advance notice to **OWNER**.

6.1.2. The **OWNER** may terminate this Agreement for cause upon seven (7) business days written advance notice to the **CONSULTANT**. The **OWNER** reserves the right to terminate the Agreement for any reason whatsoever, with or without cause, at any time upon thirty (30) days written advance notice to the **CONSULTANT**.

6.2. Ownership and Reuse of Documents

All documents, including raw data, reports, drawings and specifications, prepared by the **CONSULTANT** pursuant to this Agreement shall be delivered to and become the property of the **OWNER**. The **OWNER** shall have the right to reuse same without restriction or limitation, but without liability or legal exposure to **CONSULTANT**.

6.3. Legal Responsibilities and Legal Relations

6.3.1. The **CONSULTANT** shall familiarize itself with and shall at all times comply with the **CONSENT DECREE** and all federal, state, and local laws, ordinances, and regulations that in any manner affect the services of this Agreement.

6.3.2. In performing the services hereunder, the **CONSULTANT** and its consultants, employees, agents and representatives shall not be deemed or construed to be employees of **OWNER** in any manner whatsoever. Except as otherwise provided

in this Agreement, the **CONSULTANT** shall be acting as an independent contractor. The **CONSULTANT** shall not hold itself out as, nor claim to be, an officer or employee of **OWNER** by reason hereof and shall not make any claim, demand or application to or for any right or privilege applicable to an officer or employee of **OWNER**. The **CONSULTANT** shall be solely responsible for any claims for wages or compensation by **CONSULTANT'S** employees, agents and representatives, including consultants, and shall save and hold **OWNER** harmless therefrom.

6.3.3. The parties hereto agree that causes of actions between the parties shall be governed by applicable provisions of the Kentucky Revised Statues, and that venue of any legal action shall be a court of appropriate jurisdiction in Fayette County, Kentucky. The parties further agree that Kentucky law shall apply with respect to the interpretation of any provision of this Agreement.

6.4. Successors and Assigns

6.4.1. **CONSULTANT** binds itself and its partners, successors, assigns and legal representatives to this Agreement. **CONSULTANT** shall not assign any interest in this Agreement without prior written consent of **OWNER**. **OWNER'S** consent shall not relieve the **CONSULTANT** of any responsibility for compliance with the provisions of this Agreement.

6.4.2. **In no event shall** the **CONSULTANT** subcontract more than fifty percent (50%) of the work, based upon dollar value of the work.

6.4.3. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than **OWNER** and **CONSULTANT**.

6.5. Disputes

Except as otherwise provided in this Agreement, any dispute hereunder may be resolved by agreement of the **OWNER'S** Agent (Section 8.1.1) and the **CONSULTANT.** In the absence of such an agreement, the dispute shall be submitted to the **OWNER'S** Commissioner, Department of Environmental Quality, whose decision shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith. Pending a final decision of a dispute hereunder, the **CONSULTANT** shall proceed diligently with the performance of the Agreement in accordance with the directions of the **OWNER**.

6.6. Accuracy of Consultant's Work

CONSULTANT shall be required to perform this Agreement in accordance with the degree of ordinary and reasonable skill and care usually exercised by professional engineers prevailing at the time, place and under similar conditions as the services hereunder are rendered. **CONSULTANT** shall be responsible for the accuracy of all work, even though raw data, reports, Drawings and Specifications have been accepted by **OWNER**, and it shall make any necessary revisions or corrections resulting from its errors and/or omissions for no additional compensation. By submission of reports, soils and subsurface information, quantities estimates, calculations and Drawings and Specifications to **OWNER**, **CONSULTANT** has made an incontrovertible representation that the information is accurate within the appropriate standard of skill and care.

Failure on the part of **CONSULTANT** to provide the expected level of accuracy may be grounds for **OWNER** to terminate this Agreement.

6.7. Security Clause

The **CONSULTANT** certifies that he shall not at any time release or divulge any information concerning the services covered by this Agreement to any person or any public or private organization without prior approval of the **OWNER** unless otherwise required by law.

6.8. Access to Records

The **CONSULTANT** and its sub-consultants shall maintain all books, documents, papers, and accounting records, and make such materials available at their respective offices at all reasonable times during the Agreement period and for three (3) years from the date of final payment under the Agreement for inspection by the **OWNER**, and copies thereof shall be furnished if requested. Failure to maintain such records for three (3) years after the date of final payment may be grounds for the **OWNER** to disqualify the **CONSULTANT** from consideration for future consultant engineering Agreements.

6.9. Risk Management Provisions, Insurance and Indemnification

6.9.1. DEFINITIONS

The **CONSULTANT** understands and agrees that the Risk Management Provisions of this Agreement define the responsibilities of the **CONSULTANT** to the **OWNER**.

As used in these Risk Management Provisions, the terms "**CONSULTANT"** and "**OWNER"** shall be defined as follows:

a. **CONSULTANT** means the consultant and its employees, agents, servants, owners, principals, licensees, assigns and subcontractors of any tier.

b. **OWNER** means the Lexington-Fayette Urban County Government and its elected and appointed officials, employees, agents, boards, assigns, volunteers, and successors in interest.

6.9.2. INDEMNIFICATION AND HOLD HARMLESS PROVISION

a. It is understood and agreed by the parties that **CONSULTANT** hereby assumes the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of **CONSULTANT** or its employees, agents, servants, owners, principals, licensees, assigns or subcontractors of any tier (hereinafter "**CONSULTANT**") under or in connection with this agreement and/or the provision of goods or services and the performance or failure to perform any work required thereby.

b. **CONSULTANT** shall indemnify, save, hold harmless and defend the Lexington-Fayette Urban County Government and its elected and appointed

officials, employees, agents, volunteers, and successors in interest (hereinafter "**OWNER**") from and against all liability, damages, and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, from or by **CONSULTANT**'s performance or breach of the agreement and/or the provision of goods or services provided that: (a) it is attributable to personal injury, bodily injury, sickness, or death, or to injury to or destruction of property (including the loss of use resulting therefrom), or to or from the negligent acts, errors or omissions or willful misconduct of the **CONSULTANT**; and (b) not caused solely by the active negligence or willful misconduct of **OWNER**.

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

d. In the event **OWNER** is alleged to be liable based upon the above, **CONSULTANT** shall defend such allegations and shall bear all costs, fees and expenses of such defense, including but not limited to, all reasonable attorneys' fees and expenses, court costs, and expert witness fees and expenses, using attorneys approved in writing by **OWNER**, which approval shall not be unreasonably withheld.

e. These provisions shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this agreement.

f. **OWNER** is a political subdivision of the Commonwealth of Kentucky. **CONSULTANT** acknowledges and agrees that **OWNER** is unable to provide indemnity or otherwise save, hold harmless, or defend the **CONSULTANT** in any manner.

6.9.3. DAMAGES RELATED TO NONPERFORMANCE OR DELAY BY CONSULTANT

In the event that **CONSULTANT**'S delay or other nonperformance of its obligations hereunder results in the imposition of penalties against the **OWNER** pursuant to the **CONSENT DECREE**, or the **OWNER** otherwise suffers damage as a result of such delay or nonperformance, **CONSULTANT s**hall be solely liable to **OWNER** for any and all such damages, including any costs and attorney's fees.

6.9.4. FINANCIAL RESPONSIBILITY

The **CONSULTANT** understands and agrees that the **CONSULTANT** shall, prior to final acceptance of the **CONSULTANT'S** proposal and the commencement of any work; demonstrate the ability to assure compliance with the Indemnity Agreement and other provisions of this Agreement.

6.9.5. INSURANCE REQUIREMENTS

6.9.5.1. Required Insurance Coverage

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

Coverage	**Limits**
General Liability (Insurance Services Office Form CG 00 01)	$1 million per occurrence, $2 million aggregate or $2 million combined single limit
Commercial Automobile Liability (Insurance Services Office Form CA 0001)	combined single, $1 million per occurrence
Professional Liability	$1 million per occurrence, $ 2 million aggregate
Worker's Compensation	Statutory
Employer's Liability	$500,000.00

The policies above shall contain the following conditions:

a. **OWNER** shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy.

b. The General Liability Policy shall be primary to any insurance or self-insurance retained by **OWNER**.

c. The General Liability Policy shall include Business Interruption coverage.

d. The Contractor shall carry Builders Risk coverage at a level sufficient to cover the replacement cost of any equipment or machinery used at the work site, if applicable.

e. The General Liability Policy shall include a Pollution Liability endorsement and/or Environmental Casualty coverage unless it is deemed not to apply by **OWNER**.

f. The General Liability Policy shall have a Professional Liability endorsement

(including Errors and Omissions), which shall include Business interruption coverage and this policy or endorsement shall include Environmental Casualty coverage for any services performed pursuant to the contract, and/or a separate Professional Liability Policy shall be obtained unless it is deemed not to apply by **OWNER**. (**OWNER** does not need to be named as additional insured).

g. **OWNER** shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.

h. The Professional Liability policy shall be maintained for a minimum of three years beyond the completion date of the project, to the extent commercially available. If not commercially available, **CONSULTANT** shall notify **OWNER** and obtain similar insurance that is commercially available and acceptable to **OWNER**.

i. Said coverage shall be written by insurers acceptable to **OWNER** and shall be in a form acceptable to **OWNER**. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

6.9.5.2. Renewals

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

6.9.5.3. Right to Review, Audit and Inspect

CONSULTANT understands and agrees that **OWNER** may review, audit and inspect any and all of **CONSULTANT'S** records and operations to ensure compliance with these Insurance Requirements.

6.9.6. SAFETY AND LOSS CONTROL

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

6.9.7. DEFINITION OF DEFAULT

CONSULTANT understands and agrees that the failure to comply with any of these insurance, safety, or loss control provisions shall constitute default under this Agreement. **CONSULTANT** also agrees that **OWNER** may elect as its option any single remedy or penalty or any combination of remedies and penalties, as available, including but not

limited to purchasing insurance and charging **CONSULTANT** for any such insurance premiums purchased, or suspending or terminating this Agreement.

SECTION 7 - EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Agreement, the **CONSULTANT** agrees as follows:

7.1. The **CONSULTANT** will not discriminate against any employee or application for employment because of race, color, religion, national origin, sex, age, or handicap. The **CONSULTANT** will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, national origin, sex, age, or handicap. Such action shall include, but not be limited to the following: employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. The **CONSULTANT** agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.

7.2. The **CONSULTANT** will, in all solicitations or advertisements for employees placed by or on behalf of the **CONSULTANT**, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, sex, age (between forty and seventy), or handicap.

SECTION 8 - SPECIAL PROVISIONS, EXHIBITS, AND SCHEDULES

8.1. This Agreement is subject to the following provisions.

8.1.1. Pursuant to subparagraph 3.4 of this Agreement, **OWNER** has assigned Charles H. Martin, P.E., Director of the Division of Water Quality (the "**OWNER'S** Agent"), as the authorized agent of **OWNER**, to monitor, direct and review the performance of work of the **CONSULTANT**. Documents, data, reports, and all matters associated with carrying out this Agreement shall be addressed to the **OWNER'S** Agent or his designee. Questions by the **CONSULTANT** regarding interpretations of the terms, provisions and requirements under this Agreement shall be addressed to the **OWNER'S** Agent or his designee. The **CONSULTANT** shall look only to the **OWNER'S** Agent or his designee for direction in its performance under this Agreement; no other direction shall be binding upon **OWNER**. **OWNER** shall respond to written requests by **CONSULTANT** within thirty (30) days.

8.2. This Agreement, together with the Incorporated Documents (Section 1.2) constitutes the entire Agreement between **OWNER** and **CONSULTANT** and supersedes all prior written or oral understandings. This Agreement and **EXHIBITS A, B, C and D** and any related schedules or documents may only be amended, supplemented, modified or canceled by a duly executed written instrument.

8.3. NO THIRD PARTY RIGHTS. This agreement does not create a contractual relationship with or right of action in favor of a third party against either **OWNER** or **CONSULTANT.**

8.4 UNENFORCEABLE TERMS/SURVIVABILITY. If any term or provision of this Agreement shall be found to be illegal or unenforceable, this Agreement shall remain in full force and such term or provision shall be deemed stricken. The provisions of Section 6 of this Agreement shall survive its termination.

8.5. NON-WAIVER. The failure of either party to enforce any right reserved to it in this Agreement shall not be a waiver of any such right to which the party is entitled.

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

OWNER:
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

BY: _____
LINDA GORTON, MAYOR

ATTEST:

_____
URBAN COUNTY COUNCIL CLERK

CONSULTANT:
_____

BY: _____

COMMONWEALTH OF KENTUCKY)
)
COUNTY OF FAYETTE)

The foregoing Agreement was subscribed, sworn to and acknowledged before me by _____, as the duly authorized representative for and on behalf of _____, on this the ____ day of _____, 2025.

My commission expires: _____.

_____
NOTARY PUBLIC

EXHIBIT A

Scope of Engineering

Services and Related Matters

RFP #25-2025

EXHIBIT B

Certificate of Insurance

and

Evidence of Insurability

EXHIBIT C

Proposal of Engineering Services

and

Related Matters

EXHIBIT D

Further Description of Basic Engineering Services

and

Related Services

NOT APPLICABLE FOR THIS CONTRACT

LFUCG TASK ORDER NO. _____
UNDER LFUCG AGREEMENT WITH_____FOR
_____

	CONSULTANT	**OWNER**
		Lexington Fayette Urban County Government
Street Address		200 East Main Street
City, State, Zip		Lexington, KY 40507
Contact Person		Charles Martin
Telephone		859-425-2400
Fax		859-254-7787
E-Mail		cmartin@lexingtonky.gov

Task Order Date: _____

Task Name: _____

Task ID: _____

SCOPE OF WORK/DELIVERABLES

See Attached

SCHEDULE OF WORK

See Attached

FEE

See Attached

ADDITIONAL PROVISIONS

Because this is a Commonwealth Environmental Project, **CONSULTANT** understands and agrees that the performance of these services is related to the Consent Decree entered in a case styled *United States & Commonwealth of Kentucky* v. *Lexington Fayette Urban County Government,* United States District Court for the Eastern District of Kentucky, Civil Action No. 5:06-cv-386-KSF (the "**CONSENT DECREE**"), a copy of which has been made available for review by the **CONSULTANT**, and which is incorporated herein by reference. The **CONSULTANT** further agrees that the services performed pursuant to this task order are necessary for the **OWNER** to meet the deadlines of the **CONSENT DECREE** and that the following requirements and conditions, which are in addition to those provided in the Engineering Services Agreement, shall apply to all work and services performed by the **CONSULTANT** under this task order:

1. Time is of the essence in the performance of the work and services. **CONSULTANT** is aware that the **OWNER** is subject to penalties for non-compliance with the **CONSENT DECREE** deadlines.

2. If delays result solely by reason of acts of the **CONSULTANT**, the **CONSULTANT** shall be held liable for any financial penalties incurred by the **OWNER** as a result of the delay**, including but not limited to those assessed pursuant to the CONSENT DECREE**. Section 6.5 of this Engineering Services Agreement (**Disputes**), shall apply in the event the parties cannot mutually agree upon the cause(s) associated with delays in completing project deliverables. The **CONSULTANT** must immediately notify the **OWNER** in the event of such delay, and provide the **OWNER** a written action plan within five (5) business days on how it will attempt to resolve the delay.

3. In the event that **CONSULTANT**'S delay or other nonperformance of its obligations hereunder results in the imposition of penalties against the **OWNER** pursuant to the **CONSENT DECREE**, or the **OWNER** otherwise suffers damage as a result of such delay or nonperformance, **CONSULTANT s**hall be solely liable to **OWNER** for any and all such damages, including any costs and attorney's fees.

ACCEPTED BY:

Consultant's Authorized Signature

Date Signed

AUTHORIZED BY:

Owner's Authorized Signature

Date Signed

Two originals of this work order shall be executed by the Consultant and returned to the Owner_____.
A fully executed copy will be returned to the Consultant.

SANITARY SEWER CORRIDOR
SURVEY AND EASEMENT/LAND AQUISTION EXHIBIT DEVELOPMENT
Future North Elkhorn Sanitary Pump Station Complex

July 25, 2025

In 2023, the Lexington-Fayette Urban County Government (LFUCG) Planning Commission recommended a 2,833-acre expansion to the existing Urban Service Boundary (USB). Five (5) areas were recommended for development that would require construction of public sanitary sewers. Area 2 is the focus of this scope of services because much of the core sanitary sewer infrastructure benefits existing customers.

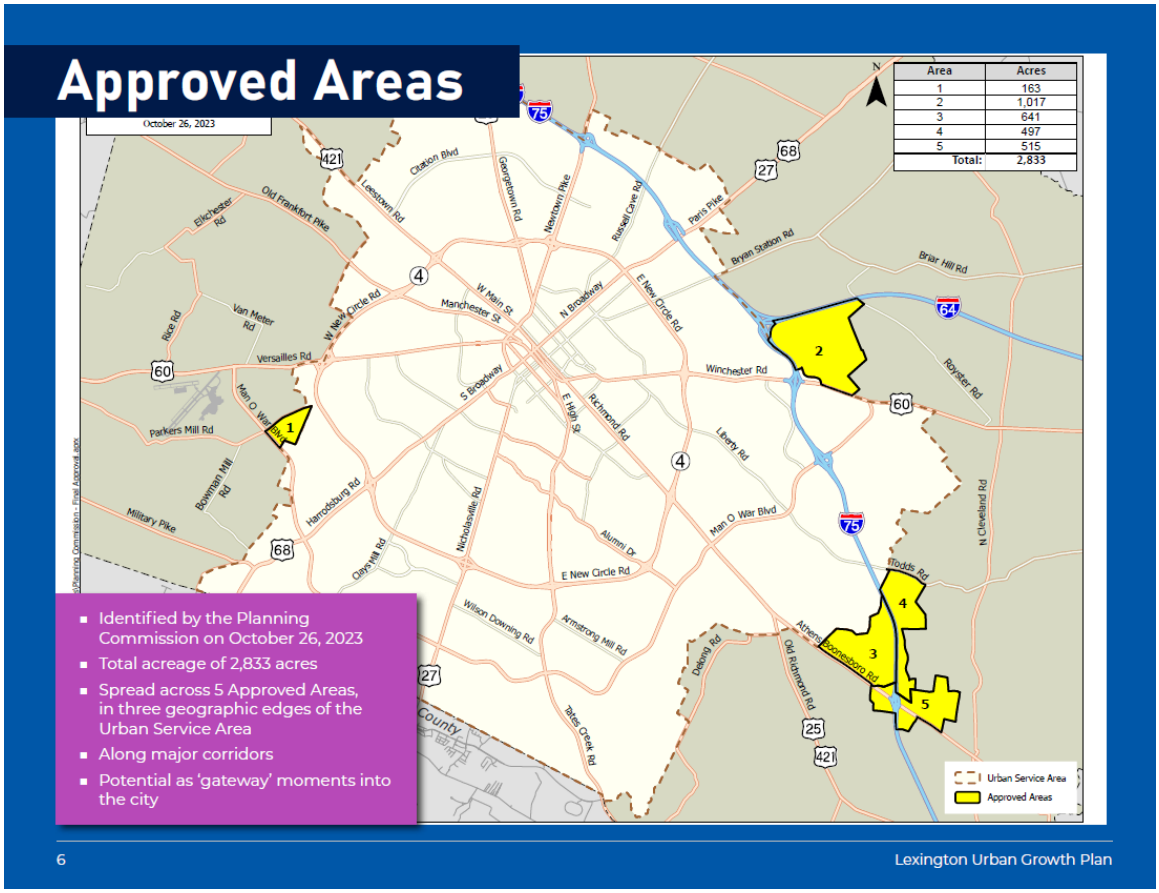


Figure 1

The timely construction of core sanitary sewer infrastructure in portions of Area 2 is of critical importance to the LFUCG Division of Water Quality (DWQ) because that infrastructure is a viable, long-term solution to different infrastructure improvements currently required by the Consent Decree. DWQ intends to design and construct the infrastructure needed to meet its Consent Decree obligation while at the same time, recovering all costs associated with providing additional capacity for new development.

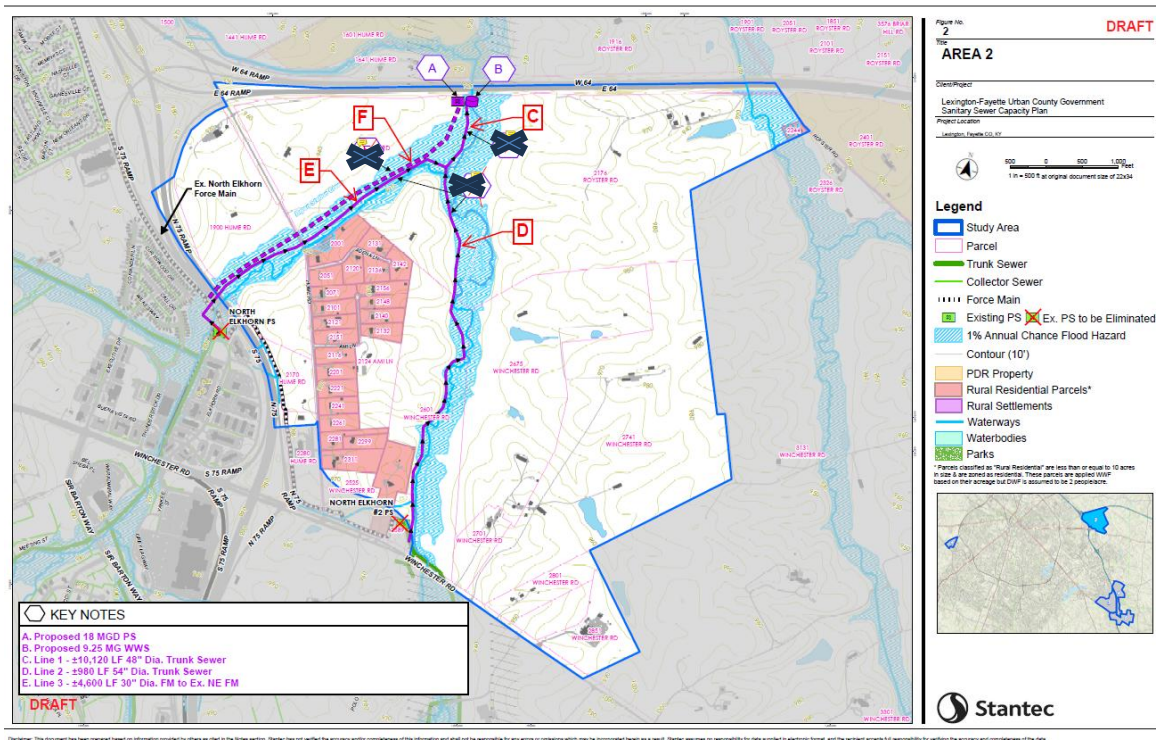


Figure 2

The planning level layout of the sanitary sewer system serving Area 2 is shown in Figure 2. The Division of Water Quality's near-term focus is on the following core infrastructure:

- 18 MGD Pumping Station
- 10 MG Wet Weather Storage
- Line C – approximately 980 LF of 54-inch gravity sewer
- Line E – approximately 4000 LF of 48-inch gravity sewer
- Line F – approximately 5,000 LF of 30-inch force main sewer

Line D, while significant to the overall sewer layout for Area 2, is not a component of this scope of work because its outcome has no direct impact on Consent Decree compliance.

Scope of Work

<u>This is not a 100% design effort</u>. This is comparable to a 30% design effort that facilitates DWQ in acquiring the easements and fee simple land needed prior to initiating full design.

<u>Survey</u>

The deliverable for the survey effort will be parcel-by-parcel exhibits, (aerial overlays?), metes and bounds written legal descriptions, and/or partial acquisition plats suitable for negotiating, acquiring, and recording easements or subdividing tracts for the fee-simple acquisition of land. Parcel ownership identification along with level and boundary survey

field work will be required to provide those deliverables. The selected consultant must establish direct contact with each parcel owner before initiating field work.

Utility and Existing Right of Way Conflicts

Existing utility conflict identification should be a fundamental component of the survey work. All deliverable exhibits should clearly identify all recorded easements and dedicated right of way located on each parcel. The selected consultant should also make sufficient efforts in locating unrecorded utility infrastructure by either 1) contacting local potable water and natural gas (electric?) providers or 2) interviewing the parcel owners about the potential for unmapped utilities within the target sanitary sewer corridor.

Floodplains and Floodways

All FEMA mapped floodplains and floodways should clearly be delineated on the exhibits.

Deliverables

Referring to the conceptual layout shown in Figure 2, the Division of Water Quality's standard for this project is as follows:

- All gravity sewer and force main easements have a temporary construction width of 50 feet and a permanent easement width of 30 feet. No more than 20% of the easement area should consist of floodplains or floodways. The described easement area should allow for the construction of pipelines and manholes that meet Ten States Standards Paragraph 36 - Sewers in Relation to Streams.
- The proposed pump station and wet weather storage parcel should be a minimum of 7.0 acres located 100% outside the floodplain and floodway. No boundary should be less than 450 linear feet in length. The subdivided parcel area should allow for the construction a pump station complex that meets Ten States Standards Paragraph 41.1 and 41.2.
- A 20-foot-wide ingress and egress easement along the I-64 right of way, located on the 1941 Hume Road parcel.

The division anticipates a sanitary sewer corridor requiring easements on the following parcels.

PVA PARCEL ID NUMBER	ADDRESS
27126200	1941 Hume Road*
22442401	1900 Hume Road

*Pump Station ingress and egress easement also needed

Parcels at 2180 Call Drive and 2201 Elkhorn Road are also impacted by the projected pipe alignment but are already owned by the Lexington-Fayette Urban County Government. Those parcels will not require exhibits at this time.

The pump station parcel is expected to be located 100% within the 1941 Hume Road parcel.

Meetings

One project kickoff and one 90% completion meeting should be expected. During the course of the project, informal technical and public outreach advice or direction may be necessary.

The division's property acquisition technical advisor for this project is Elizabeth Sebren. Liz will provide functional guidance, as needed, in the preparation of the exhibits and descriptions that Lexington needs to complete the acquisition phase (that phase not part of this scope).

esebren@lexingtonky.gov

The division's project manager is Charles Martin. Charlie will provide public communication and infrastructure alignment guidance as requested.

chmartin@lexingtonky.gov

Project Schedule

Voluntary Pre-Proposal Meeting	See advertisement
Notice of Award	No later than October 9. 2025
Submission of Deliverables	No later than March 2, 2026

SANITARY SEWER CORRIDOR
SURVEY AND EASEMENT/LAND AQUISTION EXHIBIT DEVELOPMENT
Future North Elkhorn Sanitary Pump Station Complex

Fee Proposal

1941 Hume Road

Sanitary Sewer Pipeline Easement Exhibit $_____
(survey work, exhibit, legal description)

Pump Station Parcel $_____
(survey work, plat, legal description)

Pump Station Ingress / Egress Easement $_____
(survey work, exhibit, legal description)

1900 Hume Road

Sanitary Sewer Pipeline Easement Exhibit $_____
(survey work, exhibit, legal description)

Additional Survey Work (hourly rate) $_____

Engineering Firm _____

Authorized Signature _____

Date _____

Proposal for

FUTURE NORTH ELKHORN SANITARY SEWER PUMP STATION SURVEY AND EASEMENT SERVICES

RFP #25-2025

Prepared for:

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

LEXINGTON



Submitted by:

BANKS
ENGINEERING | PLANNING | LANDSCAPES | SURVEYING

August 20, 2025

BANKS

August 20, 2025

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

RE: RFP #25-2025 Future North Elkhorn Sanitary Sewer Pump Station and Easement Services

Mr. Slatin:

Banks Engineering is pleased to submit the enclosed proposal in response to your Request for Proposals (RFP). This proposal is formatted in accordance with instructions in the RFP and includes the following:

- Fee proposal, formatted as shown in the RFP
- Summary of Qualifications, addressing the identified selection criteria:
  - Past performance on similar projects
  - Project Manager qualifications
  - Organizational chart and resumes of key team members
- Supporting information and required forms

Banks Engineering has completed numerous easement and property acquisition efforts for LFUCG and other clients on storm sewer, sanitary sewer, and transportation projects. Our staff was enhanced by the addition of Todd Lockhart, PLS, who served as the LFUCG Survey Manager for the Division of Engineering until his retirement early this year. Our team includes ***Civil Design, Inc.,*** a certified WBE firm, to provide assistance with field surveys. The staff of Banks and CDI have collaborated on several past Division of Water Quality (DWQ) projects including the Southland Park–Yuma–Tucson and Joyland stormwater improvements projects.

We believe our team is the most qualified to assist DWQ with this project due to our extensive experience with the preparation of easements and Minor Public Acquisition Plats for LFUCG, our experience with sanitary sewer designs, our familiarity and relationships with the Urban County Government, and our in-depth understanding of the project issues.

Thank you for considering our qualifications. If you need additional information, please contact me at (859) 421-9695 or by email at jsteinmetz@banksengineering.net.

Very truly yours,
Banks Engineering, Inc.

John B. Steinmetz

John B. Steinmetz, P.E.
Senior Engineer

SUMMARY OF QUALIFICATIONS

The following information summarizes why ***Banks Engineering*** is the best choice for the Future North Elkhorn Sanitary Sewer Pump Station and Easement Services. This summary addresses the identified selection criteria listed in the Request for Proposals (RFP).

Why Select the Banks Engineering Team?

- ⇒ Demonstrated commitment and performance for LFUCG, most recently for surveys, large and small stormwater projects, trail projects, and roadway improvements.
- ⇒ Recent experience with the preparation of easement descriptions, easement exhibits, and acquisition plats for LFUCG's Division of Water Quality (DWQ) and the Division of Engineering.
- ⇒ Key members of the Banks/Civil Design (CDI) team are the same staff that completed field surveys, easement descriptions and exhibits, and a Minor Public Acquisition Plat for DWQ on recent DWQ projects.
- ⇒ Our understanding of the project goals, issues, and scope of work.

The following information addresses the specific selection criteria for the subject project.

1. Proposed Fee

The fee proposal shown on the next page is based on our estimated manhours for the proposed work defined below. This section illustrates our understanding of the project issues and scope of work to be completed.

A. Project Goals – The DWQ wishes to procure fee simple land and easements necessary to implement a large capital project to install sanitary sewer trunk sewers, a new pump station and wet weather storage tank, and a force main within an expansion of the Urban Service Area downstream of the two existing North Elkhorn pump stations. The project will allow for the elimination of the original North Elkhorn Pump Station (NEPS) and provide the backbone of a sewer system that will accommodate future development in the expansion area and allow for the elimination of the newer North Elkhorn Pump Station. Collector and trunk sewers necessary for new development will be implemented by the development community and are not a part of this project.

Specific project elements and deliverables include the following, as illustrated on Figure 1.

- ➢ A 7-acre pump station and wet weather storage facility site within the boundary of 1941 Hume Road. The minimum parcel line dimension will be 450 feet, which will allow an ample buffer between the facilities and new development in the sewershed.
- ➢ Permanent (30-feet) and temporary easements as needed for the installation of proposed trunk sewers (48- to 54-inch) and a 30-inch force main crossing two parcels: 1900 and 1941 Hume Road.
- ➢ A 20-foot-wide ingress-egress (access) easement from Hume Road to the proposed pump station site within the 1941 Hume Road parcel. Based on 1984 as-built KYTC plans, the western 1,300 feet of this access road was a frontage road within KYTC right-of-way. However, in 2009 KYTC conveyed the frontage road back to the property owner, and in 2014 a Fiber Optic Easement was conveyed to Kentucky Utilities (LGE/KU)

on this same land. The location of this fiber optic line will likely affect the location of the new access road, as shown below on Figure 1. During this survey project we will coordinate with the property owner and LGE/KU to establish the best route for the access road.

SANITARY SEWER CORRIDOR
SURVEY AND EASEMENT/LAND AQUISTION EXHIBIT DEVELOPMENT
Future North Elkhorn Sanitary Pump Station Complex

Fee Proposal

1941 Hume Road

Sanitary Sewer Pipeline Easement Exhibit (survey work, exhibit, legal description)	$ 14,000
Pump Station Parcel (survey work, plat, legal description)	$ 6,500
Pump Station Ingress / Egress Easement (survey work, exhibit, legal description)	$ 6,300

1900 Hume Road

Sanitary Sewer Pipeline Easement Exhibit (survey work, exhibit, legal description)	$ 11,100
Additional Survey Work (hourly rate)	$ 160 / hour

Total Fee: $37,900

Engineering Firm Banks Engineering, Inc.

Authorized Signature John B. Steinmetz

Date 8/20/25

B. Scope of Work – The deliverables for this project will be easement descriptions and an exhibit for the permanent and temporary easements on 1900 Hume Road, and a Minor Public Acquisition Plat for 1941 Hume Road to convey the fee simple pump station site, the proposed access easement, and the permanent and temporary easements for the pipeline work. Banks Engineering and CDI will conduct the following work:

- Field surveys to locate existing utilities and topography within the project corridors, including locations of the tie-in manhole at the existing NEPS and the location of the

North Elkhorn Force Main on the west side of I-75.

- Boundary surveys of 1941 Hume Road as needed for the recordable plat preparation. Some boundary monuments on the 1900 Hume Road will be investigated to tie the easements to the parcel. Each of the parcels has deeds with metes & bounds descriptions, which will aid in the boundary work. Other documents of record such as the LGE/KU fiber optic easement mentioned above will be included in this work.
- Preliminary designs as necessary to establish the best alignment for the proposed trunk sewers and force main from the proposed pump station site to the existing NEPS, considering topography, floodplain, existing utilities, etc.
- Preparation of the Public Minor Acquisition Plat for the 1941 Hume Road parcel and the easement description and exhibit documents for the 1900 Hume Road parcel.

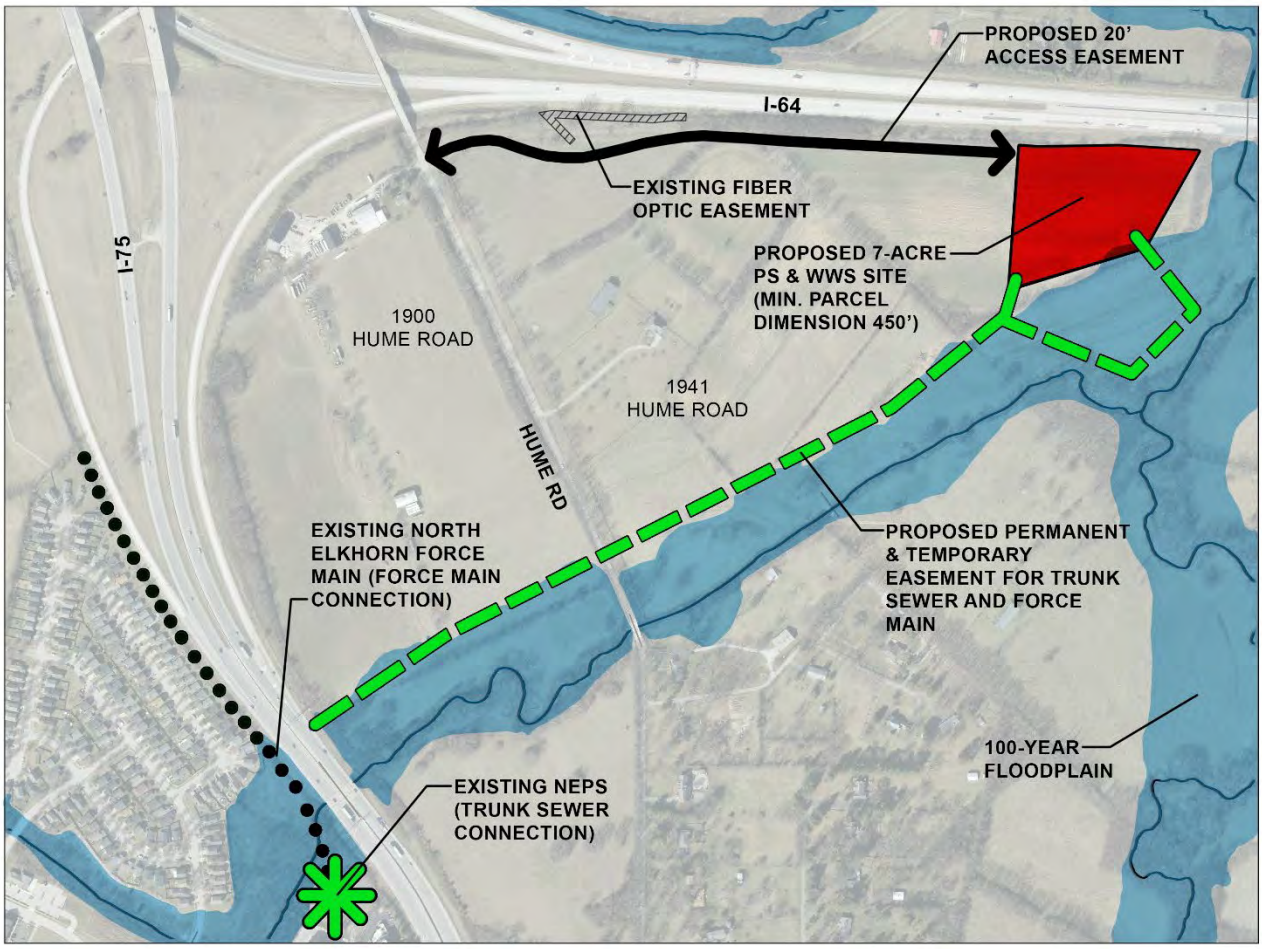


FIGURE 1: Conceptual layout of required easements and land acquisition

2. Past Performance on Easement and Right of Way Acquisition Projects

A. Corridor acquisition experience – Banks Engineering has completed the following corridor acquisition projects for LFUCG, DWQ, and other clients in recent years:

- Maddox Lane Improvements for the Division of Engineering (DOE) – Minor Public Acquisition Plat for 10 parcels in a roadway improvement project (2025)

- Cooper Drive Stormwater Improvements for DWQ – descriptions and exhibits for permanent and temporary easements on 3 parcels (2024)
- Loretto Sidewalk Project, City of Loretto – easement descriptions for 39 parcels (2025)
- Southland Park/Yuma Court/Tucson Stormwater Improvements – descriptions and exhibits for 8 parcels, plus the coordination of a Public Acquisition Plat (coordinated with the current staff of CDI) for the fee simple acquisition of land from the Clays Mill Elementary School site (2022)
- Joyland Stormwater Improvements – Preparation of easement descriptions and exhibits for 10 parcels, plus limited coordination of the fee simple acquisition of a parcel for the Irene Drive Detention Basin (2023)
- Armstrong Mill Shared Use Path for the DOE – easement descriptions and exhibits for 12 parcels (current)
- Brookview Drive Sanitary Sewer Improvements for Nicholasville Public Utilities (NPU) – preparation of easement descriptions, exhibits, and memoranda of agreement for 3 parcels (2024)
- Boone Lane / Centerville Lane Water Line Improvements for Kentucky American Water – easement descriptions, exhibits, and acquisition services for 19 parcels (2023)
- WGPL Stormwater Improvements – easement descriptions, memoranda of understanding, and Minor Public Acquisition Plats for 3 parcels (2019)

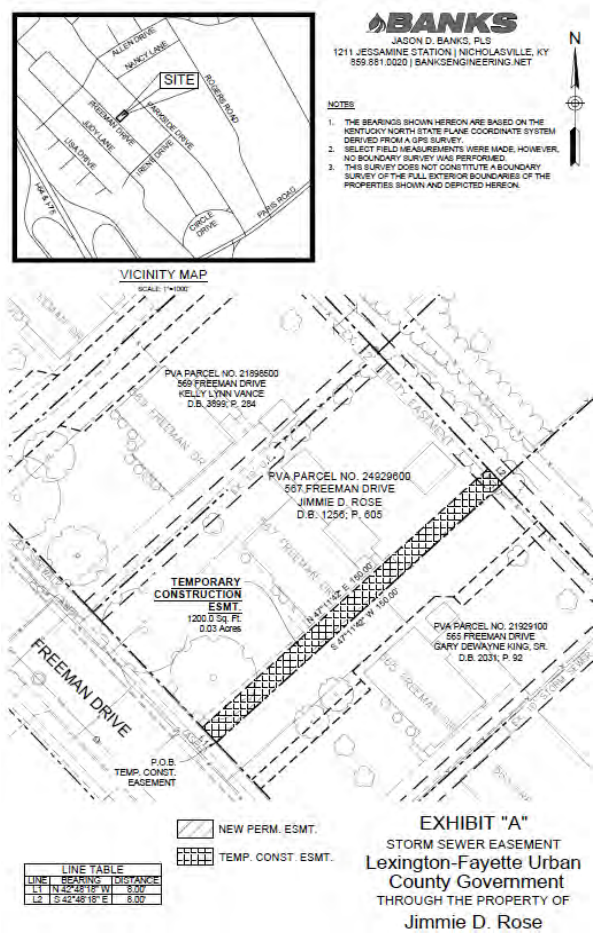


Figure 2: Sample Banks easement exhibit from the Joyland Stormwater Project

B. Experience with DWQ standards for easement and property acquisition – The project list above includes multiple recent projects completed for DWQ and coordinated with Ms. Liz Sebren. For some of the older projects we prepared memoranda of understanding and used a provided spreadsheet to compute compensation values. We are very familiar with the practices and policies related to DWQ land acquisition.

C. Record of compliance with LFUCG and other agencies – Banks Engineering has never been cited or found to be in violation of any regulations by LFUCG or any other agency.

D. Ability to meet project budgets and schedules for DWQ – Banks has completed 16 projects for DWQ in the past 10 years. Our long relationship is a testament to quality service. See below for a tabulation of engineer's estimate vs. low bid for recent major capital projects.

E. Similar projects over the past 10 Years – The listing of Banks projects below includes the information requested in the RFP. The primary contact person for the DWQ projects is Mark Sanders (msanders@lexingtonky.gov). The primary contact at Nicholasville is Mayor Alex Carter (alex.carter@nicholasville.org).

Project	Client	Project Manager	Description	Engineer'sEstimate	Bid Amount	Year
Joyland Phase 1	DWQ	Steinmetz	Storm sewers and detention basins	$1.62 million	$1.29 million	2023
Southland Park Stormwater Improvements	DWQ	Steinmetz	Detention basin and water quality	$906,000	$1.02 million	2022
Southland/Yuma/ Tucson Impr.	DWQ	Steinmetz	Storm sewers	$1.73 million	$1.67 million	2024
Cooper Drive Stormwater Impr.	DWQ	Kyle Hall	Storm sewers	$2.67 million	$2.10 million	2026
Brookview Sanitary Sewer	NPU	Steinmetz	18" sanitary trunk sewer	$711,000	$567,000	2024

In addition to the capital projects listed above, Banks recently coordinated the preparation of a plat for the new DWQ office building at 130-134 New Circle Road and performed boundary investigations at the Mint Lane Pump Station site.

3. Project Manager Experience and Capability

A. Ability to manage projects similar in scope and magnitude – This project will be managed by John Steinmetz, PE, who has 43 years of overall experience and 30 years of LFUCG experience in roadways, sanitary sewers, and stormwater. John managed the development of the Sanitary Sewers Remedial Measures Plans (RMPs) for DWQ while working for another firm. He served as Project Manager or Project Director for all LFUCG projects by CDP Engineers from 1996-2007, Hazen and Sawyer from 2007-2014, and Banks Engineering from 2014-present. The projects listed above represent a recent sampling of this experience.

During the course of his career John supervised and managed numerous projects that involved property acquisitions, and also has the sanitary sewer design experience necessary to identify the best and most practical locations of easements early in the design phase.

B. Knowledge and understanding of property acquisition requirements – In addition to the experience described above, John is very familiar with the requirements of the Uniform Relocation Act and property acquisitions for the Kentucky Transportation Cabinet (KYTC) and the LFUCG divisions of Water Quality and Engineering. His public relations experience gives him the ability to relate to property owners and bring a successful outcome to even the most controversial projects.

C. Past performance with LFUCG / DWQ – The following is a partial list of DWQ staff members familiar with John's performance as Project Manager or Project Director:

- Charles Martin
- Greg Lubeck
- Mark Sanders
- Erik Merlino
- Rick Day
- Chris Begley
- Bob Peterson
- Mark Feibes
- Andrew Grunwald
- Ryan Hughes

D. Ability to effectively communicate with the DWQ Team – John has proven over the years to be very responsive in communicating with DWQ and other clients. He takes his commitment to the needs of the client very seriously. We encourage discussing his performance with the staff members listed above.

4. Project Team Experience and Capability

A. Organizational Chart and resumes of key team members follow this section

B. Experience of boundary survey Technical Lead – Todd Lockhart, PLS, will be the Boundary Survey Task Lead on this project. Todd served as the LFUCG Survey Manager for the DOE for 21 years until his retirement early this year, when he joined Banks Engineering. Since joining Banks, Todd has completed boundary surveys, public acquisition plats, subdivision plats, and easement descriptions, and directed field surveying operations. His recent work includes the following:

- Maddox Lane Public Minor Acquisition Plat
- Loretto Sidewalk easement descriptions
- Armstrong Mill Road Trail easement descriptions and exhibits
- Scaffold Cane Trail easement descriptions (Berea)

While with the Division of Engineering, Todd managed the survey control network for all of Fayette County and performed field surveys, designs for modifications to storm and sanitary sewer systems, and developed solutions to unforeseen site issues for capital improvement projects during construction activities. He can operate conventional and survey grade GPS equipment as well as the latest version ACAD Civil 3d to produce plans.

C. Quality assurance and quality control procedures – Banks Engineering has redundant senior project management leadership in the firm, and each project has a project manager who coordinates the work quality with fellow senior managers. For example, Frank Pruitt serves as QA/QC manager for John Steinmetz's design projects, and vice versa. For all boundary survey projects, Jason Banks, PE, PLS performs the QA/QC. Jason will review Todd's boundary survey work and document preparation on this project.

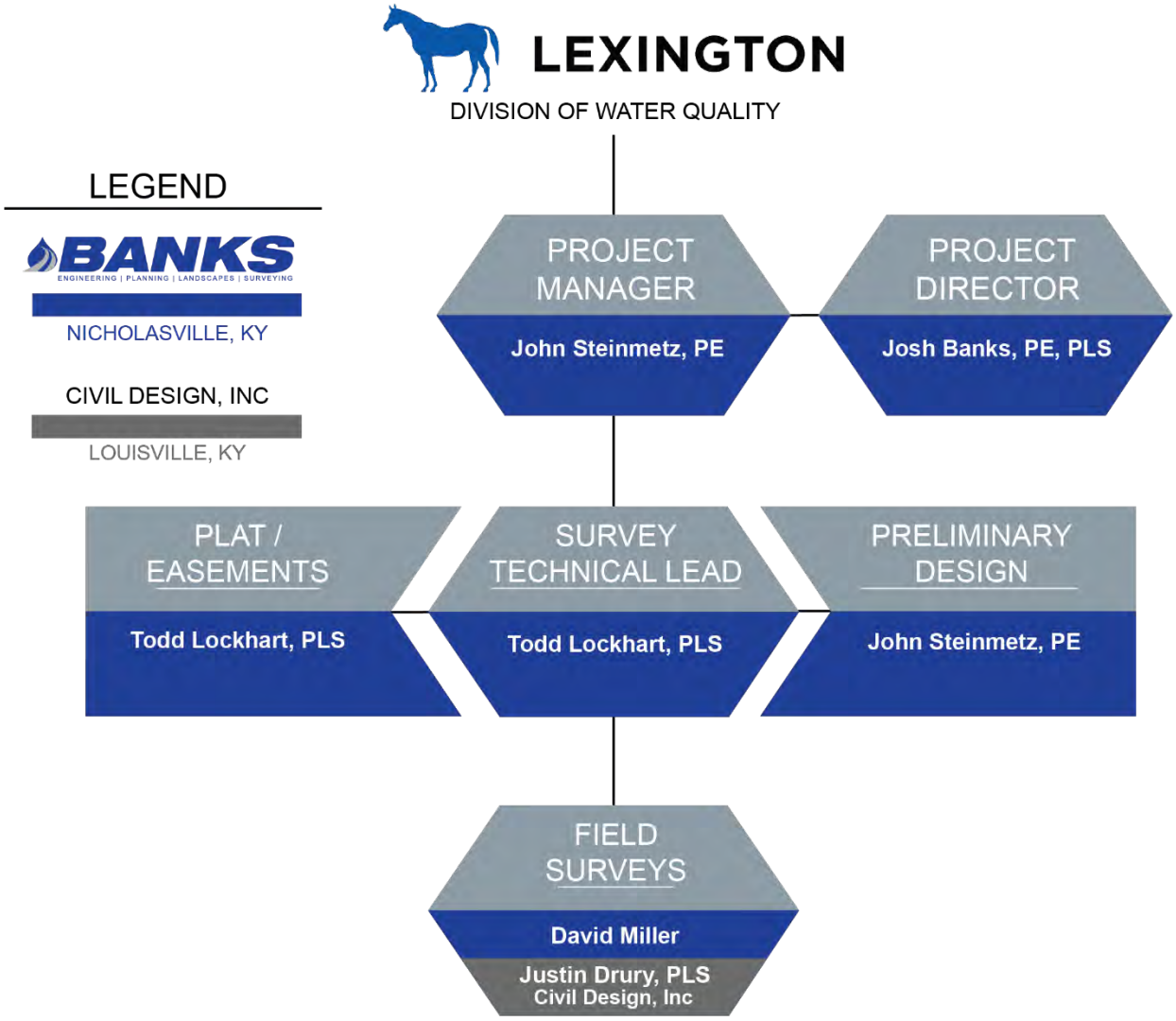
D. Office location and number of years the firm has been in business – Banks Engineering was founded in 2009 and is in its 17th year of serving its public and private clients. Our office is located in Nicholasville, less than 20 miles from the project site. Note that our Survey Party Chief, David Miller, lives at 2575 Winchester Road, near the Hume Road / US 60 intersection, less than a mile from the project site.

E. Equal Employment Opportunity Policies – See the company policies included at the end of this proposal.

SUMMARY

Banks Engineering has an excellent understanding of the project issues to be addressed, and the experience, technical capabilities, and availability to provide excellent service to the Division of Water Quality on this project. The following organizational chart and resumes of our key staff provide additional evidence of our experience and qualifications.

ORGANIZATIONAL CHART



John B. Steinmetz, PE
Senior Engineer



Experience and Qualifications

Mr. Steinmetz has 43 years of experience in the design and management of a wide range of projects including transportation, stormwater management, water distribution systems, sanitary sewer collection systems, and private development. Relevant experience includes:

Cooper Drive Stormwater Improvements – Lexington, KY

Project Director for storm sewer improvements (bid cost $2.1 million) for 3,000 linear feet of new storm sewers to reduce street flooding in the Chevy Chase area.

Joyland Stormwater Improvements – Lexington, KY

Project Manager for the study and Project Supervisor for the two phases of final design for the recommended improvements and easement preparation for 10 parcels.

Southland Park – Yuma – Tucson Stormwater Improvements – Lexington, KY

Project Manager for two phases of improvements involving 2,300 feet of new 24-inch to 48-inch storm sewers to eliminate neighborhood flooding in southwest Lexington, and stormwater detention facilities in Southland Park to mitigate potential increases in downstream discharges.

WGPL Stormwater Improvements – Lexington, KY

Project Manager for nearly one mile of new storm sewers to reduce street and structure flooding, and to provide a discharge system for redirected sump pumps. The project included Public Minor Acquisition Plats for 3 parcels.

Sanitary Sewer Remedial Measures Plans – Lexington, KY

Project Manager for the compilation of master planning and conceptual designs for improvements necessary to eliminate all recurring sanitary sewer overflows in the system. Cost estimates for the improvements totaled $590 million.

Brookview Sanitary Trunk Sewer – Nicholasville, KY

Project Manager for the replacement of 1,700 linear feet of undersized 12-inch trunk sewer with a new 18-inch sewer, doubling its capacity to reduce the incidence of sewer overflows. The project included the preparation, negotiations, and acquisitions of three easements to accommodate the work.

South Elkhorn Pump Station and Force Main – Lexington-Fayette Urban County Government

Project manager for nearly 7 miles of 36-inch ductile iron force main to redirect the discharge from the gravity collection system directly to the West Hickman Wastewater Treatment Plant. Also served as Project Director for major upgrades to the 12 MGD South Elkhorn Pump Station.

Education – University of Kentucky, Bachelor of Science Civil Engineering, 1982

Professional Registrations – Professional Engineer, KY #14730

Todd A Lockhart, PLS

Professional Land Surveyor



Experience and Qualifications

Mr. Lockhart has 30 years of experience in land surveying and served as the Survey Manager for the Lexington Fayette Urban County Government for 21 years. He has strong expertise in land surveying in the public works field, maintaining survey control networks, modifications to sanitary sewer collection systems, stormwater collection systems, easement and right of way locations, construction staking, site topographic surveys and construction inspection. Relevant experience includes the following:

Phase 1 & 2 Monument Modernization – Lexington, KY

Directed the field work, data collection, photos of over 300 monuments in Fayette County as per the National Geodetic Surveys (NGS) standards for submittal of horizontal and vertical survey control monumentation throughout Fayette County.

LFUCG survey monument inventory – Lexington, KY

Directed the annual field work, and recovery and update database for all the horizontal and vertical survey control monumentation throughout Fayette County.

Maddox Lane Improvements – Lexington, KY

Preparation of a Public Minor Acquisition Plat to acquire and improve a private lane in Lexington, involving the acquisition of right-of-way and temporary easements on 11 parcels.

Armstrong Mill Shared Use Path – Berea, KY

Permanent and temporary construction easements on 12 parcels for the proposed trail.

Sidewalk Project Phase I – Loretto, KY

Prepared permanent and temporary construction easements for 39 parcels for construction of a sidewalk along KY 49.

Town Branch Trail Phase 6 easement stakeout – Lexington, KY

Directed the survey to layout potential trail easement for multi-use trail.

Locate utility easement at Raven Run Park – Lexington, KY

Directed the field survey of the utility easement along the property boundary of the park to confirm a utility was within their easement.

Sanitary sewer easements for various sewer line additions for LFUCG – Lexington, KY

Wrote legal descriptions for line segment additions to existing LFUCG Sanitary Sewer System.

Marshall Park Sanitary Sewer Project – Georgetown, KY

Designed and directed the field survey of 750 LF of sanitary sewer line to connect restrooms and a concession stand on park property.

Professional Registrations – Professional Surveyor, Kentucky #3730



JUSTIN DRURY, PLS
PROFESSIONAL LAND SURVEYOR

Years of Experience: 23

Registrations
Professional Land Surveyor:
KY, TN, VA

Education
BA,
English 1998
University of Kentucky

Affiliations
Former Director for the Kentucky Association of Professional Surveyors

Former Editor of the Interior Angle / KAPS Publication

National Society of Professional Surveyors

Software
Autodesk AutoCAD Civil3D
Autodesk ReCap
Trimble Business Center
Trimble RealWorks
Trimble Access
Leica Cyclone
Leica Infinity
Carlson Survey
ESRI ArcGIS
Pix4D

At the cross-disciplinary intersection of history, law, and technology, Justin Drury draws on 18 years of experience as a Professional Land Surveyor, to take on a wide spectrum of projects. Having performed boundary surveys his entire career, he has also served as an expert witness for boundary dispute cases, accident reconstructions, and county line designations. Employing the most current technologies throughout his career as well, utilizing Kinematic and Static GNSS, Robotic Total Stations, Terrestrial LiDAR, UAV Photogrammetry, CAD and GIS software, Least Squares Adjustment software, and Point Cloud registration and extraction software. Currently taking on a mentorship and consulting role for CDI, Justin is working with survey staff in the office and in the field, passing along his knowledge of best practices, for the next generation of surveyors.

SELECT PROJECT EXPERIENCE

Joyland Storm Water Project, Topographic Survey
Lexington, KY | Client: Banks Engineering

Southland Area Storm Drainage Project, Topographic Survey
Lexington, KY | Client: Banks Engineering

Southland Park / Clays Mill Elementary Acquisition Plat
Lexington, KY | Client: Banks Engineering

Rise STEM Academy for Girls, Topographic and Boundary Survey
Lexington, KY | Client: Fayette County Public Schools

Lexington Rails to Trails, Topographic and Boundary Survey
Lexington, KY | Client: Lexington Fayette Urban County Government

EKU Steam Line Replacement, Topographic Survey and Utility Scan
Richmond, KY | Client: KFI Engineers

War Memorial Building, Boundary and High-Definition Building Survey
Nashville, TN | Client: Centric Architecture

Ashland Conference Center, Topographic and Boundary Survey
Ashland, KY | Client: City of Ashland

Vaughn's Branch Tributary, Flood Mitigation Study
Lexington, KY | Client: Tetra Tech

Mary E. Britton Middle School, Topographic and Boundary Survey
Lexington, KY | Client: Fayette County Public Schools

CSX Surplus Property, Boundary Survey
Danville, KY | Client: CSX

White Hall Classroom Building, Site and High-Definition Building Survey
Lexington, KY | Client: University of Kentucky

Roy Kidd Stadium, Deformation Analysis
Richmond, KY | Client: Eastern Kentucky University

Josh D. Banks, PE, PLS

Vice President



Experience and Qualifications

Mr. Banks has 23 years of experience in civil engineering and land surveying and directs the survey operations for Banks Engineering's municipal projects. He has strong expertise in surveying, planning services, site development, engineering design, permitting, easement acquisition, and bidding and construction administration. Relevant experience includes the following:

Southland Area Storm Drainage Study – Lexington, KY

Directed the surveys and base plan preparation modeling for the upper Wolf Run watershed to address structure and major street flooding.

Joyland Drainage Study – Lexington, KY

Directed the surveys, base plan preparation, and easement development for this project involving $2.8 million in detention basins and storm sewer improvements.

Southland Park Stormwater Improvements – Lexington, KY

Directed the surveys, base plan preparation, and easement development for storm sewers and four separate detention basins and natural stream channels within Southland Park.

Cooper Drive Stormwater Improvements – Lexington, KY

Survey Manager for storm sewer improvements for 3,000 linear feet of new storm sewers to reduce street flooding in the Chevy Chase neighborhood.

Maddox Lane Improvements – Lexington, KY

Directed the surveys and preparation of a Public Minor Acquisition Plat to acquire and improve a private lane in Lexington, involving acquisitions of right-of-way and easements on 11 parcels.

Armstrong Mill Shared Use Path – Berea, KY

Directed the surveys and easement preparation on 12 parcels for the proposed trail.

North Broadway (US 27/68) Drainage Study – Lexington, KY

Survey Manager for modeling and designs to reduce street and structure flooding in downtown Lexington from West Main Street to West Fourth Street.

Jessamine County Schools Surveys – City of Nicholasville, KY

Directed the preparation of boundary and topographic surveys of both high schools in Jessamine County to facilitate planned campus improvement projects.

Education – University of Kentucky, Bachelor of Science Civil Engineering, 2002

Professional Registrations – Professional Engineer – Kentucky #25062
Professional Surveyor – Kentucky #3943

MAYOR LINDA GORTON

LEXINGTON

TODD SLATIN
DIRECTOR
PROCUREMENT

ADDENDUM #1

RFP Number: 25-2025 Date: August 8, 2025

Subject: Future North Elkhorn Sanitary Pump Station Survey and Easement Services

Address inquiries to:
Brian Marcum (859) 258-3320
brianm@lexingtonky.gov

TO ALL PROSPECTIVE SUBMITTERS:

Please be advised of the following information to the above referenced RFP:
There will be a non-mandatory virtual preproposal meeting on Wednesday August 13, 2025, at 2:00 PM EST. The meeting call in information is being issued below.

Non-Mandatory Preproposal virtual meeting call in information

. Voluntary meeting with the following agenda:

1. Comments from the Division of Procurement
2. Verbal explanation of project goals from the Project Manager
3. Questions from attendees

Microsoft Teams Need help?

Join the meeting now

Meeting ID: 256 241 378 333 7
Passcode: 6Xj996cN

Todd Slatin, Director
Division of Central Purchasing

All other terms and conditions of the RFP and specifications are unchanged. This letter should be signed, attached to and become a part of your submittal.

COMPANY NAME: Banks Engineering, Inc.

ADDRESS: 1211 Jessamine Station, Nicholasville, KY 40356

SIGNATURE OF BIDDER: John B. Steinmetz

MAYOR LINDA GORTON

LEXINGTON

TODD SLATIN
DIRECTOR
PROCUREMENT

ADDENDUM #2

RFP Number: 25-2025 Date: August 15, 2025

Subject: Future North Elkhorn Sanitary Pump Station Survey and Easement Services

Address inquiries to:
Brian Marcum (859) 258-3320
brianm@lexingtonky.gov

TO ALL PROSPECTIVE SUBMITTERS:

Please be advised of the following clarifications to the above referenced RFP:

May we obtain a CADD file or Google Earth .kmz of the Pumping Station and Wet Weather Storage sites?
The Pumping Station and Wet Weather Storage (PS/WWS) tank site has not been determined; that's a component of the deliverable for this project. Lexington want an exhibit as described in the RFQ that can be used to subdivide a PS/WWS parcel from the existing 1941 Hume Road parcel so that a target site is secured prior to detailed design work (separate RFQ).

May we obtain a CADD file or Google Earth .kmz of the preliminary access easement on 1941 Hume Road?
The Pumping Station and Wet Weather Storage (PS/WWS) tank site has not been determined; that's a component of the deliverable for this project. Lexington wants an exhibit as described in the RFQ that can be used to subdivide a PS/WWS parcel from the existing 1941 Hume Road parcel so that a target site is secured prior to detailed design work (separate RFQ). The physical location and description of the ingress and egress easement needed will be dictated by the PS/WWS site decisions.

What is the intended meaning of "level and boundary survey" on Page 2 of the project scope? More specifically, what is meant by "level"?
Level means topographic.

Should we exclude private utility locate services from our Fee Proposal?
Depends on one's definition of "private".
Kentucky Public Service Commission utilities – locates of their existing utilities along the corridor would likely be beneficial in determining the viability of the corridor for its intended use.
Privately owned utilities belonging to the parcel owners – not necessary for this project.

Does the project require topographic survey for the properties at 2180 Call Road and 2201 Elkhorn Road?
No

The RFP states that 50' temporary easement and 30' permanent easement is required on sewer lines, for a total corridor of 80'. Please confirm the required width for the topographic survey of the corridor for each sewer line. Is it 80' or more?
160 feet in width

Is it acceptable to prepare a Final Record Plat for 1941 Hume Road to subdivide the pump station/storage tank site, create the 20' access easement from Hume Road to the pump station site and create the new sewer easements, with Metes and bounds descriptions provided for all new easements that reference the recorded Final Record Plat?
Plat for the Partial Public Acquisition at 1941 Hume Road shall be prepared in accordance with the filing requirements of the LFUCG Division of Planning Services Section. Typically, a Minor Subdivision Plan (MNSUB) that will include new easements. Written legal Metes and Bounds descriptions required.

Is it acceptable to prepare an Easement Minor Plat for 1900 Hume Road to show the location of the new sewer easements along with metes and bounds descriptions of the new easements, which will reference the recorded easement minor plat?
The acquisition of easements does not require a Plat filed through the LFUCG Division of Planning. It is acceptable to prepare an Easement Exhibit Drawing to include all information required by Kentucky Law to record the new easements at 1900 Hume Road. Written legal Metes and Bounds descriptions required.

May we obtain a CADD file or Google Earth .kmz of the Line C, D, E, and F alignments?
Not at this time.

Does LFUCG require the full boundary survey for each parcel, or just the minimum required to complete the easement exhibits and other requirements of the RFP?
The partial land acquisition for 1941 Hume Road requires completion of a boundary survey. The easements acquisition for 1900 Hume Road does not require a full boundary survey, however minimum legal requirements and RFP requirements are to be met.

Does the project require topographic survey for the properties at 2180 Call Road and 2201 Elkhorn Road?
No, not at this time.

Todd Slatin, Director
Division of Central Purchasing

All other terms and conditions of the RFP and specifications are unchanged. This letter should be signed, attached to and become a part of your submittal.

COMPANY NAME: Banks Engineering, Inc.

ADDRESS: 1211 Jessamine Station, Nicholasville, KY 40356

SIGNATURE OF BIDDER: John B. Steinmetz

AFFIDAVIT

Comes the Affiant, Banks Engineering, Inc., and after being first duly sworn, states under penalty of perjury as follows:

1. His/her name is Jason D. Banks, PE, PLS and he/she is the individual submitting the proposal or is the authorized representative of Banks Engineering, Inc., the entity submitting the proposal (hereinafter referred to as "Proposer").

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

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

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

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

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

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 Kentucky

COUNTY OF Jessamine

The foregoing instrument was subscribed, sworn to and acknowledged before me by Josh Banks on this the 20 day of August, 2025.

My Commission expires: 2-14-28

MICHELLE M. GIFFORD
NOTARY PUBLIC
STATE AT LARGE
KENTUCKY
MY COMMISSION EXPIRES 2-14-28
NOTARY ID# KYNP2798

Michelle M. Gifford
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	Banks Engineering, Inc. *Name of Business*

WORKFORCE ANALYSIS FORM

Name of Organization: Banks Engineering, Inc.

Categories	**Total**	White (Not Hispanic or Latino)		Hispanic or Latino		Black or African-American (Not Hispanic or Latino		Native Hawaiian and Other Pacific Islander (Not Hispanic or Latino		Asian (Not Hispanic or Latino		American Indian or Alaskan Native (not Hispanic or Latino		Two or more races (Not Hispanic or Latino		**Total**	
		M	**F**	**M**	**F**	**M**	**F**	**M**	**F**	**M**	**F**	**M**	**F**	**M**	**F**	**M**	**F**
Administrators	1		1														1
Professionals	8	8														8	
Superintendents																	
Supervisors																	
Foremen																	
Technicians	4	4														4	
Field Survey Crew	3	3														3	
Para-Professionals																	
Office/Clerical																	
Skilled Craft																	
Service/Maintenance																	
Total:	16	15	1														

Prepared by: John B. Steinmetz / Senior Engineer **Date:** 08 / 20 / 25

(Name and Title)

Revised 2015-Dec-15

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

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

The Lexington-Fayette Urban County Government has a Certified Minority and Women Business Enterprise seventeen percent (17%) minimum goal including minimum subgoals of five percent (5%) for Minority Business Enterprises (MBE) and a subgoal of twelve percent (12%) for Women Business Enterprises (WBE); a three (3%) minimum goal for Certified Veteran-Owned Small Businesses and/or Certified Service- Disabled Veteran Owned Businesses; and a goal of utilizing Disadvantaged Business Enterprises (DBE), where applicable, for government contracts.

For assistance in locating certified DBEs, MBEs, WBEs, VOSBs and/or VOSBs, contact Sherita Miller at 859/258-3320 or by writing the address listed below:

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

Firm Submitting Proposal: Banks Engineering, Inc.

Complete Address: 1211 Jessamine Station, Nicholasville, KY 40356
Street City Zip

Contact Name: John B. Steinmetz, PE Title: Senior Engineer

Telephone Number: (859) 421-9695 Fax Number: _____

Email address: jsteinmetz@banksengineering.net

LEXINGTON

LFUCG MWDBE PARTICIPATION FORM
Bid/RFP/Quote Reference # 25-2025

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

MWBE Company, Name, Address, Phone, Email	DBE/MBE WBE/VOSB/SDVOSB	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1. Civil Design, Inc. 9400 Bunsen Pkwy #150 Louisville, KY 40220 (502) 242-9059 jdrury@civildesigninc.com	WBE	Field Surveys	$4,550	12%
2.				
3.				
4.				

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

GENERAL PROVISIONS

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

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

2. Failure to submit ALL forms and information required in this RFP may be grounds for disqualification.

3. Addenda: All addenda and IonWave Q&A, if any, shall be considered in making the proposal, and such addenda shall be made a part of this RFP. Before submitting a proposal, it is incumbent upon each proposer to be informed as to whether any addenda have been issued, and the failure to cover in the bid any such addenda may result in disqualification of that proposal.

4. Proposal Reservations: LFUCG reserves the right to reject any or all proposals, to award in whole or part, and to waive minor immaterial defects in proposals. LFUCG may consider any alternative proposal that meets its basic needs.

5. Liability: LFUCG is not responsible for any cost incurred by a Respondent in the preparation of proposals.

6. Changes/Alterations: Respondent may change or withdraw a proposal at any time prior to the opening; however, no oral modifications will be allowed. Only letters, or other formal written requests for modifications or corrections of a previously submitted proposal which is addressed in the same manner as the proposal, and received by LFUCG prior to the scheduled closing time for receipt of proposals, will be accepted. The proposal, when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope which is plainly marked “modifications of proposal”.

7. Clarification of Submittal: LFUCG reserves the right to obtain clarification of any point in a bid or to obtain additional information from a Respondent.

8. Bribery Clause: By his/her signature on the bid, Respondent certifies that no employee of his/hers, any affiliate or Subcontractor, has bribed or attempted to bribe an officer or employee of the LFUCG.

9. Additional Information: While not necessary, the Respondent may include any product brochures, software documentation, sample reports, or other documentation that may assist LFUCG in better understanding and evaluating the Respondent's response. Additional documentation shall not serve as a substitute for other documentation which is required by this RFP to be submitted with the proposal,

10. Ambiguity, Conflict or other Errors in RFP: If a Respondent discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, it shall immediately notify LFUCG of such error in writing and request modification or clarification of the document if allowable by the LFUCG.

11. Agreement to Bid Terms: In submitting this proposal, the Respondent agrees that it has carefully examined the specifications and all provisions relating to the work to be done attached hereto and made part of this proposal. By acceptance of a Contract under this RFP, proposer states that it understands the meaning, intent and requirements of the RFP and agrees to the same. The successful Respondent shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to Respondent shall be authorized for services or expenses reasonably covered under these provisions that the proposer omits from its Proposal.

12. Cancellation: If the services to be performed hereunder by the Respondent are not performed in an acceptable manner to the LFUCG, the LFUCG may cancel this contract for cause by providing written notice to the proposer, giving at least thirty (30) days notice of the proposed cancellation and the reasons for same. During that time period, the proposer may seek to bring the performance of services hereunder to a level that is acceptable to the LFUCG, and the LFUCG may rescind the cancellation if such action is in its best interest.

A. Termination for Cause

(1) LFUCG may terminate a contract because of the contractor's failure to perform its contractual duties

(2) If a contractor is determined to be in default, LFUCG shall notify the contractor of the determination in writing, and may include a specified date by which the contractor shall cure the identified deficiencies. LFUCG may proceed with termination if the contractor fails to cure the deficiencies within the specified time.

(3) A default in performance by a contractor for which a contract may be

terminated shall include, but shall not necessarily be limited to:

(a) Failure to perform the contract according to its terms, conditions and specifications;

(b) Failure to make delivery within the time specified or according to a delivery schedule fixed by the contract;

(c) Late payment or nonpayment of bills for labor, materials, supplies, or equipment furnished in connection with a contract for construction services as evidenced by mechanics' liens filed pursuant to the provisions of KRS Chapter 376, or letters of indebtedness received from creditors by the purchasing agency;

(d) Failure to diligently advance the work under a contract for construction services;

(e) The filing of a bankruptcy petition by or against the contractor; or

(f) Actions that endanger the health, safely or welfare of the LFUCG or its citizens.

B. At Will Termination

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

13. Assignment of Contract: The contractor shall not assign or subcontract any portion of the Contract without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of LFUCG.

14. No Waiver: No failure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by LFUCG in exercising any right, remedy, power or privilege under or in respect of this Contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.

15. Authority to do Business: The Respondent must be a duly organized and authorized to do business under the laws of Kentucky. Respondent must be in good standing and have full legal capacity to provide the services specified under this Contract. The Respondent must have all necessary right and lawful authority to enter into this Contract for the full term hereof and that proper corporate or other

action has been duly taken authorizing the Respondent to enter into this Contract. The Respondent will provide LFUCG with a copy of a corporate resolution authorizing this action and a letter from an attorney confirming that the proposer is authorized to do business in the State of Kentucky if requested. All proposals must be signed by a duly authorized officer, agent or employee of the Respondent.

16. Governing Law: This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this Contract, the Parties agree that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Contract or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.

17. Ability to Meet Obligations: Respondent affirmatively states that there are no actions, suits or proceedings of any kind pending against Respondent or, to the knowledge of the Respondent, threatened against the Respondent before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of Respondent to perform its obligations under this Contract, or which question the legality, validity or enforceability hereof or thereof.

18. Contractor understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Contractor is an independent contractor at all times during the performance of the services specified.

19. If any term or provision of this Contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.

20. Contractor [or Vendor or Vendor's Employees] will not appropriate or make use of the Lexington-Fayette Urban County Government (LFUCG) name or any of its trade or service marks or property (including but not limited to any logo or seal), in any promotion, endorsement, advertisement, testimonial or similar use without the prior written consent of the government. If such consent is granted LFUCG reserves the unilateral right, in its sole discretion, to immediately terminate and revoke such use for any reason whatsoever. Contractor agrees that it shall cease and desist from any unauthorized use immediately upon being notified by LFUCG.

Signature

8/20/25
Date

Affirmative Action Program for Women and Minorities

Banks Engineering
1211 Jessamine Station
Nicholasville, KY 40356

BANKS
ENGINEERING | PLANNING | LANDSCAPES | SURVEYING

KEY PERSONNEL

Jason Banks, President

Josh Banks, Vice President

FACILITY DATA

EIN 01-0925655

EEO-1 Number A123456

Dun and Bradstreet
831786863

NAICS 541330

SIC 8711

EQUAL EMPLOYMENT OPPORTUNITY / AFFIRMATIVE ACTION POLICY STATEMENT

It is the policy of Banks Engineering to consider all qualified applicants for available positions without regard to race, color, sex, religion, age, national origin, disability, or veteran status. Advancement to positions of greater responsibility is based on an individual's demonstrated performance.

Banks Engineering is committed to the EQUAL EMPLOYMENT OPPORTUNITY POLICY and as part of the Affirmative Action plan will:

- recruit, hire, upgrade, train, and promote in all job classifications without regard to race, color, sex, religion, age, national origin, disability, or veteran status;

- base employment decisions on the principles of Equal Employment Opportunity and with the intent to further the company's commitment to affirmative action and workplace diversity;

- ensure that all other personnel actions such as compensation benefits, company-sponsored training, educational tuition assistance, social and recreational programs, shall be administered without regard to race, color, sex, religion, age, national origin, veteran status, or disability;

- take affirmative action to ensure that minority group individuals, women, veterans of the Vietnam Era, qualified persons with a disability, and disabled veterans are introduced into the workforce and that these employees are encouraged to aspire for promotion and are considered, as promotional opportunities arise; and

- ensure that employees and applicants are not subjected to intimidation and/or harassment, threats, coercion, or discrimination because they have filed a complaint, assisted or participated in an investigation or any other activity, or opposed any act or practice made unlawful by VEVRAA 503. 60-741.44 (a) and 503. 60-250.44 (a).

In keeping with the above commitments and policy, Banks Engineering will analyze its personnel transactions once a year to ensure equal opportunity for all individuals. As with any other company goals, management's performance regarding the Affirmative Action Program will be evaluated.

Banks Engineering will ensure that the intent and practice of this policy is carried out. The ultimate responsibility for fulfilling the intent of this policy, however, lies with every department head and supervisor.

Signature	4-9-22 Date	President Title

MEETING MINUTES

Project: North Elkhorn Sanitary Easement Services

Date: September 9, 2025

Subject: Scoping meeting focused on project deliverables

Attendees: Elizabeth Sebren – LFUCG DWQ
Bob Peterson – LFUCG DWQ
Sarah Adkins – LFUCG DWQ
John Steinmetz – Banks Engineering
Todd Lockhart – Banks Engineering

A Teams meeting for the subject project was held this date with attendees from the Division of Water Quality (DWQ) and Banks Engineering listed above. The primary topics related to final deliverables to be provided by Banks. The following items were discussed during the meeting with clarifications in subsequent emails:

1. The easement documents for 1900 Hume Road are to be similar to those recently provided by banks on the Southland Area and Joyland projects.
    a. Metes and bounds written descriptions of temporary and permanent easements. Descriptions to include total SF of permanent easements and total SF of temporary easements. Calls must match Line table on Easement Exhibit. Indicate prepared by …. (w/ Banks Engineering logo).
    b. Two separate but similar exhibits at 8.5” x 11”, with and without aerial views. The aerial view is for explanations and negotiations with the property owner; not for recording. The "Easement Exhibit" for recording shall be black ink only; indicate proposed permanent, proposed temporary, and existing easements.
    c. The "Aerial Overlay" shall be full color exhibiting current buildings, driveways and other visible obstacles.
    d. Show the entire parcel, but including additional sheet(s) with an enlarged view of the easement area is acceptable.
    e. Show adjoining parcels.
    f. Use transparent hatching for easements, not opaque; unique and separate hatch legends for 1) proposed permanent easements, and 2) proposed temporary easements.
    g. Include north arrow and graphic scale.
    h. The aerial exhibit should include trees anticipated to be removed in the future construction project, and other easements of record.
    i. Banks will provide PDF files of the deliverables to DWQ.

2. Public Acquisition Minor Subdivision Plat for 1941 Hume Road:
    a. Similar to other recent acquisition plats completed by Banks for LFUCG.
    b. Final deliverables to be stamped plats acceptable to the Division of Planning and suitable for recording. One mylar, five hard copies, and a digital (PDF) file.
    c. Plat shall be drawn to scale and include both the land (fee simple) and easement acquisitions necessary. Corresponding metes & bounds written descriptions for land and easements required. Banks to file MNSUB application through Planning and note that the WQ Project Manager is Charles Martin (chmartin@lexingtonky.gov). Elizabeth Sebren (esebren@lexingtonky.gov) will obtain Council Resolution number / date and Mayor's signature on final plat. Application fee will be waived; Liz will requisition $50 check for plat recording fee payable to FCC.

3. Other items:
    a. Banks will provide assistance to DWQ in the preparation of memoranda of understanding and compensation spreadsheet(s).
    b. Banks' proposal and scope of work includes developing a preliminary alignment for the sewer lines.
    c. Jeff Baumgardner was the inspector for the North Elkhorn Force Main and can provide assistance on its location.
    d. Bob Peterson will be the contact for the technical aspects of the project. Banks will contact Bob for a separate site meeting at the beginning of work on the project.
    e. Charlie Martin will be the lead in introducing property owners to Banks. Banks should process first contact through him before entering property to survey.

Minutes compiled by John Steinmetz and Liz Sebren

BANKENG-01 EBURCHETT

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 9/15/2025

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

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

PRODUCER	CONTACT NAME:	
Hoffman-Robertson 46 Broadway P.O. Box 347 Mount Sterling, KY 40353-0347	PHONE (A/C, No, Ext): (859) 498-3410	FAX (A/C, No): (859) 498-3418
	E-MAIL ADDRESS: Ethan.Burchett@LimestoneAgency.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Secura Insurance Companies	22543
INSURED	INSURER B :	
Banks Engineering Inc 1211 Jessamine Station Pike Nicholasville, KY 40356	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			BP3436776	5/5/2025	5/5/2026	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER: General Aggregate							$
A	AUTOMOBILE LIABILITY			A3436777	5/5/2025	5/5/2026	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			CU3436779	5/5/2025	5/5/2026	EACH OCCURRENCE	$ 2,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 2,000,000
	DED X RETENTION $ 10,000							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N	N / A		WC3436778	5/5/2025	5/5/2026	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

CERTIFICATE HOLDER

LFUCG Division of Water Quality
125 Lisle Industrial Ave
Lexington, KY 40511

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0919-25

File ID:	0919-25	**Type:**	Agenda Item	**Status:**	Agenda Ready
Version:	1	**Contract #:**		**In Control:**	Parks and Recreation
				File Created:	09/18/2025
File Name:	2026 Kiddie Kapers Annual Spring Recital at the Opera House			**Final Action:**	

Title: Authorization to execute an agreement with the Lexington Center Corporation for Lexington Parks & Recreation to hold its annual Kiddie Kaper's dance recital at the Lexington Opera House for the period of May 6th to May 9th, 2026. No budgetary impact. (L0919-25)(Conrad/Ford)

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	2026 Kiddie Kapers Opera House Blue Sheet Memo - Signed, LFUCG - Kiddie Kapers 2026 LOH Contract final	**Enactment Number:**	
Deed #:		**Hearing Date:**	
Drafter:	Roger Daman	**Effective Date:**	

History of Legislative File

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

Text of Legislative File 0919-25

Title

Authorization to execute an agreement with the Lexington Center Corporation for Lexington Parks & Recreation to hold its annual Kiddie Kaper's dance recital at the Lexington Opera House for the period of May 6th to May 9th, 2026. No budgetary impact. (L0919-25) (Conrad/Ford)

Summary

Authorization to execute an agreement with the Lexington Center Corporation for Lexington Parks & Recreation to hold its annual Kiddie Kaper's dance recital at the Lexington Opera House for the period of May 6th to May 9th, 2026. No budgetary impact. (L0919-25)
(Conrad/Ford)
Budgetary Implications [select]: No

Advance Document Review:

Law: Yes, Completed by William Razor, 8/26/2025

Risk Management: No

Fully Budgeted [select]: N/A

Account Number:

This Fiscal Year Impact: $

Annual Impact:

Project:

Activity:

Budget Reference:

Current Balance:

MAYOR LINDA GORTON

LEXINGTON

MONICA CONRAD
DIRECTOR
PARKS & RECREATION

MEMORANDUM

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

FROM: **Monica Conrad, Director**
Parks and Recreation

RE: **Kiddie Kapers Annual Spring Recital at the Opera House**

DATE: **September 15, 2025**

Request:

This is a request for Council approval to enter into a License of Agreement with the Lexington Center Corporation for Lexington Parks & Recreation to hold its annual Kiddie Kaper's dance recital at the Lexington Opera House in the spring of 2026.

Why are you requesting?

Lexington Parks & Recreation has held their end of year recital for the Kiddie Kapers dance program since 1999. The recital is the culmination of 22 weeks of classes from September through April with up to 800 students performing.

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

None

Lexington Parks & Recreation receives a subsidy from the Opera House Fund covering 50% of the bill. Ticket revenue is collected by the Opera House's ticket system Ticket Master and covers the balance of the rental costs. Remaining ticket revenue is paid out to Parks.

Are the funds budgeted? N/A

File Number: 0919-25

Director/Commissioner: Conrad/Ford

469 Parkway Drive, Lexington, KY 40504 / 859.288.2900 Phone / 859.254.0142 Fax / lexingtonky.gov

LEXINGTON CENTER MANAGER
LEXINGTON OPERA HOUSE LICENSE AGREEMENT
License #18692
Date Issued: September 11th, 2025

SUMMARY OF BASIC TERMS

The following Basic Terms are incorporated into the License Agreement entered into by and between OVG Facilities, LLC, as agent for Lexington Center MANAGER ("MANAGER") and ("LICENSEE").

LICENSEE:	**Lexington Fayette Urban County Government Parks & Recreation**
LICENSEE'S ADDRESS:	**522 Patterson Street, Lexington, KY 40508**
LICENSEE'S CONTACT:	**Mindy Stone**
CONTACT INFORMATION:	**mindys@lexingtonky.gov**
EVENT NAME:	**Kiddie Kapers & Company Spring Recital 2026**
EVENT LICENSE FEE:	**Licensee will pay $11,700.00 for this event.**
OTHER FEES:	**MANAGER May Require Payment of Deposits on Ancillary Services and/or Exclusive Services Prior to Licensee's Event.**
CANCELLATION FEE:	**The cancellation fee payable pursuant to Section 8.1.**
LICENSE DUE:	**IN ORDER TO CONFIRM YOUR SPACE, LICENSE FEE AND DATES, THIS AGREEMENT MUST BE EXECUTED AND RETURNED BY 30 DAYS UPON RECEIPT.**
INSURANCE DUE:	**Insurance Certificates and Additional Insured Endorsements are due April 6th, 2026.**
DEPOSIT AMOUNTS:	**$0.00**
DEPOSITS DUE:	**N/A**
LICENSE PERIOD:	**Wednesday, May 6th - Saturday, May 9th, 2026.**
LICENSED AREA(S):	**LEXINGTON OPERA HOUSE**
UTILIZATION SCHEDULE:	**May 6 - Access, Load-In, Rehearsal** **May 7 – Rehearsal -*(Rent to increase by $1,500 if school performance is added)*** **May 8 – School Performance - 7:00PM** **May 9 – 3 School Performances - 10:30AM, 3:30PM, 7:00PM Load-out**

LICENSE AGREEMENT

This License Agreement ("Agreement") is entered into by and between OVG Facilities, LLC, a Delaware limited liability company, with offices located at Central Bank Center, as agent for Lexington Center MANAGER, 430 West Vine Street, Lexington, Kentucky 40507 ("MANAGER") and **LFUCG Parks & Recreation** ("LICENSEE).

SECTION 1: GRANT OF LICENSE; LICENSE PERIODS

MANAGER hereby grants to LICENSEE the exclusive right to use certain areas within the Lexington Center MANAGER and/or any other facility ("Facilities") as set forth in the Summary of Basic Terms (the "Licensed Area(s)"). LICENSEE, its guest, exhibitors, patrons or invitees, shall have the exclusive right to use the Licensed Area(s) during the dates and times set forth in the Summary of Basic Terms (the "License Periods") in connection with the Event set forth in the Summary of Basic Terms. LICENSEE, its guests, exhibitors, patrons or invitees also shall have the non-exclusive right to use the restrooms and other areas in and adjacent to the Facilities (including but not limited to the Lobby area of the Facilities, and the outside areas adjacent to and surrounding the Facilities) that are available for public or common use ("Common Areas") for ingress and egress to the Licensed Area(s). LICENSEE acknowledges that neither it, nor its employees, agents, contractors, patrons, guests, exhibitors, licensees, invitees or any other person entering the Facilities with the implied or expressed permission of LICENSEE may use the Common Areas for marketing, promotion, exhibition or any other use related to the activities occurring in the Licensed Area(s), except for registration or other similar administrative services, subject to reasonable conditions and restrictions placed on such use by MANAGER. The license includes:

a) Heat, ventilation and air conditioning during the License Period (ambient conditions are provided during setup and strike).

b) Custodial service including delivery of clean premises prior to occupancy. Interim service as necessary to public areas, backstage, dressing rooms and restrooms as well as cleaning at the conclusion of the license period will be provided. Any unique Covid-19 requirements to clean/sanitize performed by MANAGER for this event will be considered ancillary services.

c) Spectator seating in standard configuration within existing seating platform/chair inventory and fire regulations.

d) Dressing rooms for Opera House events for change areas for performers, contestants and officials.

e) Admission and crowd control equipment subject to facility inventory.

LICENSEE understands and agrees that this Agreement is a license for use of the specified Licensed Area(s) and Common Areas, and an agreement for services, and that it is not and does not constitute a lease or other rental agreement that would confer on LICENSEE any rights as a tenant under Kentucky landlord-tenant laws, including any rights to prior notice or cure under such laws, and LICENSEE's right to occupy and use the Licensed Area(s), common areas and services may be terminated in accordance with the terms set forth in this Agreement.

In the event LICENSEE's use of the Licensed Area(s) commences prior to or extends beyond the time periods set forth in the Summary of Basic Terms, the License Periods shall be deemed to include such time periods and all terms and conditions of this Agreement shall apply to the extended periods. MANAGER may charge an additional license fee for such extended use.

SECTION 2: LEXINGTON OPERA HOUSE TICKETED EVENTS

1.1 MANAGER Ticketing Responsibility. Arrangements for the procurement and sale of tickets for Opera House events shall be provided by MANAGER or its designated representatives at such places as MANAGER deems appropriate. MANAGER shall have complete and sole responsibility for the oversight of the sale and collection of tickets. MANAGER shall provide the personnel and facilities necessary to conduct ticket sales, in advance by outlets, phone, internet order or "at the gate". MANAGER shall be responsible for ticket printing, electronic ticket outlet service charges and accounting for all ticket sale transactions.

1.2 LICENSEE agrees to pay MANAGER for ticketing services five hundred dollars ($500.00) or 3% of gross ticket sales, less sales tax, whichever is greater.

LICENSEE shall establish ticket prices. **LICENSEE acknowledges and agrees that a $3.00 per ticket facility fee shall be added to the final purchase price of each ticket as well as a convenience/processing fee which may exist under MANAGER's ticketing service agreement for tickets purchased via the telephone, internet or at an outlet.** Reconciliation of ticket sales transaction ("Event Settlement") shall occur during the final performance of the Event or as soon thereafter as reasonably possible; however, it is agreed that all receipts from ticket sale transactions may be held in escrow by MANAGER until such time as MANAGER is satisfied that a completed Event, as advertised, has or will be presented. In addition, LICENSEE agrees that MANAGER may withhold a portion of the ticket receipts (i) in satisfaction of any amounts due MANAGER under the terms of this Agreement or (ii) to provide for payment for Ancillary Services provided by MANAGER. On the night of the Event, MANAGER shall furnish LICENSEE a final itemized statement showing the application of such receipts withheld, and at that time (or a mutually agreed upon time promptly thereafter), MANAGER shall pay to LICENSEE any monies remaining due LICENSEE following reconciliation of the ticket sales transactions. LICENSEE agrees to pay MANAGER promptly any amounts due MANAGER on such statement which were not withheld from the ticket receipts reconciliation. MANAGER shall provide bona fide invoices and other documentation reasonably requested by LICENSEE substantiating any reimbursable costs or other expenses pursuant to this section or otherwise pursuant to this Agreement. MANAGER is authorized to issue (10) complimentary tickets per performance covered by this Agreement. Tickets issued by MANAGER will not be considered as issued on behalf of Licensee.

Moreover, LICENSEE agrees to reimburse MANAGER three percent (3%) of gross ticket sales receipts wherein ticket purchasers utilized bank card accounts as the form of payment in person at the Lexington Center Ticket Office. Credit card fees for all other transactions (phones, outlets and internet) shall be added to the convenience fees incurred at these locations.

SECTION 3: SERVICES

3.1 Exclusive Services. The following services required by LICENSEE in connection with its Event and/or use of the Licensed Areas(s) or the Facilities shall be provided exclusively by MANAGER or providers under contract with MANAGER ("Contract Providers"): Telecommunications/Data/Fiber/Internet; Event Staffing (may include, but is not limited to: ticket takers, doormen, ushers, security officers, stage security, Metro police, stagehands, first aid providers and other personnel as MANAGER, in its reasonable discretion, shall deem necessary); Concessions, and Sales/Exhibitor Booth(s). LICENSEE shall pay Ancillary Services Fees for exclusive services provided by MANAGER.

3.2 Ancillary Services. MANAGER may provide other services, equipment, materials and staffing, upon LICENSEE's request, subject to its Policies, Rules and Regulations and the availability of inventory and staffing. LICENSEE shall pay an Ancillary Services Fee for such additional services provided by MANAGER.

3.3 Sale of Novelties and Merchandise. For public events, the sale of novelties, souvenirs, programs and other merchandise that are specifically germane to the nature or purpose of the event, LICENSEE, or its designated supplier, may provide appropriate merchandise to be sold at the respective event. MANAGER or its designated

representative will provide sellers and will retain N/A% of the gross sales, less sales tax and other approved fees, as payment for services.

3.4 Approved Services. LICENSEE may obtain other services it requires from its own providers ("Service Contractors") in accordance with Section 9.5.

SECTION 4 LICENSE FEE, CHARGES FOR SERVICES; PAYMENT

4.1 License Fee. LICENSEE shall pay MANAGER the License Fee set forth in the Summary of Basic Terms.

4.2 Ancillary Services Fee. In addition to the License Fee, LICENSEE shall pay for ancillary services, to the extent used by LICENSEE, at the rates in effect on the first day of the Event. MANAGER may in its discretion require payment of deposits on the Ancillary and/or Exclusive Services prior to LICENSEE's Event.

4.3 Administrative Service Fee. LICENSEE shall pay to MANAGER a 15% administration fee on all stage labor.

4.4 Payment. A deposit in the amount of zero dollars ($0.00) is due and payable upon execution of this agreement. Additional incremental deposits may be required based upon ticket revenue versus projected Ancillary Service fee expenses. All deposits are non-refundable, unless this Agreement is canceled pursuant to the Force Majeure provision in Section 8.2. Any unpaid License Fee, Ancillary Services Fee, or other amounts owed to MANAGER are due and payable upon presentation of an invoice to LICENSEE upon conclusion of the event. Invoices that remain unpaid after thirty (30) days shall accrue interest on the unpaid balance at the rate of one and one half percent (1.5%) per month.

SECTION 5 POLICIES, RULES AND REGULATIONS

LICENSEE agrees to comply with MANAGER's Policies, Rules and Regulations (collectively "PR&Rs", in existence as of the date of this Agreement, and attached as Exhibit 1, or as amended thereafter, all of which are incorporated herein and made a part hereof by this reference) governing the use of the Facilities and acknowledges receipt of a copy of the same. LICENSEE understands these PR&Rs may be amended prior to LICENSEE's Event and agrees to comply with any such amendments. MANAGER will use its best reasonable efforts to provide written notice to LICENSEE of any such changes, but LICENSEE acknowledges and agrees that it retains the responsibility to keep itself apprised of the current PR&Rs.

SECTION 6 INDEMNIFICATION; INSURANCE

6.1 Indemnification. LICENSEE shall indemnify, hold harmless and defend the MANAGER and its officers, directors, agents and employees from and against any and all liabilities, damages, actions, costs, losses, claims and expenses (including reasonable attorneys fees), arising out of, caused by or resulting from, in whole or in part, any act, omission, negligence, fault or violation of law or ordinance, associated with the use or occupancy of the Facilities by LICENSEE, its employees, agents, contractors, patrons, guests, exhibitors, licensees, invitees or any other person entering the Facilities with the implied or expressed permission of LICENSEE.

6.2 Insurance. Notwithstanding the indemnification requirements of Section 6.1, LICENSEE shall, at its sole cost and expense, procure and maintain the following types and limits of insurance, containing the additional insured endorsements and cancellation clause set forth herein. At a minimum, said insurance coverage shall be in effect from 12:01 a.m. on the first day of the License Period through the conclusion of event move out/strike on the last day of the License Period. In the event the License Period is extended, as provided in this Agreement, then the period of coverage shall be extended to cover the extended License Period. LICENSEE shall deliver certificates of insurance evidencing the following coverage and endorsements on or before the date set forth in the Summary of Basic Terms:

(1) **Commercial General Liability Policy** with broad form coverage in the occurrence form providing coverage against claims for bodily injury or death and property damage occurring in or upon or resulting from LICENSEE's use or occupancy of the Facilities. Such insurance shall be primary and not require contribution from any of the additional insureds other insurance coverages, and shall afford immediate defense and indemnification, as additional insureds, to MANAGER to the limit of not less than ONE MILLION DOLLARS ($1,000,000.00).

(2) **Automobile Liability Insurance** (broad form coverage) with limits of not less than ONE MILLION DOLLARS ($1,000,000.00) for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Licensee's use of vehicles in connection with this License Agreement, including owned, leased, hired, and/or non-owned autos, as each may be applicable;

(3) **Worker's Compensation Insurance** as required by law.

All insurance policies provided by LICENSEE in satisfaction of this Section 6.2, other than Worker's Compensation insurance, shall include the following additional insured endorsement language:

OVG FACILITIES, LLC, LEXINGTON CENTER MANAGER, LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT AND THEIR PARENTS, AFFILIATES, SUBSIDIARIES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS AND EMPLOYEES ARE NAMED AS ADDITIONAL INSUREDS.

Should any of the above-described policies be cancelled before the expiration date thereof, LICENSEE will promptly provide written notice to the MANAGER, as soon as LICENSEE becomes aware of the cancellation. If directed by MANAGER, LICENSEE shall immediately obtain substitute insurance, acceptable to MANAGER in its sole discretion and evidenced by an appropriate certificate, within ten (10) days of the cancellation, but in no event later than the move-in date. Failure to comply with the insurance requirements herein shall be considered a material breach of this Agreement.

The parties agree and LICENSEE understands that the specified coverage or limits of insurance in no way limit the liability of the LICENSEE. LICENSEE shall maintain, with respect to each such policy or agreement, evidence of such insurance coverage and endorsements required by this Agreement.

SECTION 7 BREACH; RIGHT TO CURE; REMEDIES

In the event LICENSEE fails to perform or comply with any of the material covenants or provisions of this Agreement, MANAGER shall provide LICENSEE written notice to cure the default within a commercially reasonable time, as determined by MANAGER, except notice and time to cure shall not be required when the breach involves public safety, immediate waste or damage to the Facilities or MANAGER's equipment. If LICENSEE fails to timely cure the default or if the breach involves public safety or property damage or waste, MANAGER shall have the right, without further notice, to invoke any or all of the following remedies:

(1) require additional security personnel from or for LICENSEE;
(2) terminate this Agreement and revoke the License granted hereunder;
(3) enter and take possession of the Licensed Area(s) and remove all persons and property, without instituting any legal proceedings;
(4) withhold all payments made to MANAGER and apply the same to offset MANAGER's compensatory or liquidated damages;
(5) institute legal proceedings to recover damages.

SECTION 8 CANCELLATION BY LICENSEE; LIQUIDATED DAMAGES; FORCE MAJEURE

8.1 Cancellation; Liquidated Damages. If LICENSEE cancels its Event, its use of some portion of the Licensed Area(s), some portion of its License Periods, or terminates this Agreement for any reason other than those

set forth in Section 8.2, deposits paid shall be forfeited and applied to offset MANAGER's liquidated damages as provided herein.

The parties agree that the damages to MANAGER resulting from cancellation of the Event or any portion of the Licensed Area(s) or License Periods, or termination of this Agreement, would be extremely difficult to determine because of the loss of revenue from ancillary and other services anticipated by this Agreement. Because of this difficulty in determining the resulting damages, the parties agree that, in the event of cancellation or termination, LICENSEE shall pay to MANAGER Liquidated Damages in the amount set forth below as determined by the type of cancellation and the proximity of the cancellation date to the Event move-in date. LICENSEE agrees to pay the Liquidated Damages to MANAGER within thirty (30) days of notice of cancellation.

LIQUIDATED DAMAGES PAYABLE UPON CANCELLATION OF EVENT

Event Move-in Date from Cancellation Date	Amount of Liquidated Damages
Less than six (6) months	100% of Deposit plus all documented direct out of pocket expenses.

LIQUIDATED DAMAGES PAYABLE UPON PARTIAL CANCELLATION
(LICENSED AREA(S) AND/OR LICENSE PERIODS)

Event Move-in Date from Cancellation Date	Amount of Liquidated Damages
Less than six (6) months	100% of License Fee for the cancelled Licensed Area(s) or License Period plus all documented direct out of pocket expenses.

If MANAGER is able to obtain replacement business, LICENSEE shall be entitled to an offset in the amount of the replacement license fee, against the amount of liquidated damages, up to but not to exceed the license Fee. Replacement business means new events that are booked to use the cancelled space (or other space made available by the cancellation) and dates, or events already booked in the Facilities that expand to use the cancelled space and dates. Events that are already booked in the Facilities that move from their previously-licensed space into LICENSEE's cancelled space and dates shall not be considered replacement business.

8.2 Force Majeure. Either party may terminate or suspend its obligations under this Agreement if such obligations are delayed, prevented or rendered impractical as a result of fire, flood, riot, earthquake, casualty, government intervention, civil commotion, Act of God, or any law, ordinance, rule or regulation, applicable to the MANAGER facilities, which becomes effective after the date of this Agreement, provided and to the extent such occurrence is beyond the reasonable control of the party whose performance is affected. In such event the affected party shall not be liable to the other for delay or failure to perform its obligations, except there shall be a prorata reduction in any fees payable or otherwise due under this Agreement and/or a refund of deposits paid.

SECTION 9 LICENSEE'S RIGHTS AND OBLIGATIONS

9.1 Inspection. LICENSEE shall have the right to inspect the Facilities and the Licensed Area(s) prior to executing this Agreement to determine that they are reasonably suited for the uses contemplated by LICENSEE. LICENSEE shall have the right to a joint inspection prior to and after the License Period to assess the condition of the Facilities and the Licensed Area(s) and to determine damage, if any, resulting from LICENSEE's activities. MANAGER warrants that the Facilities and Licensed Area(s) will be in a suitable condition for the uses contemplated by the LICENSEE during the Licensed Periods.

9.2 Licensed Area(s) "as is". LICENSEE agrees to accept the Licensed Area(s) "as is" without any obligation for the MANAGER to alter or make changes in its physical facilities.

9.3 Compliance with Laws. Each party shall promptly comply and cause its agents, servants, employees, contractors, patrons, guests, exhibitors, licensees, invitees or any other person entering the Facilities with the implied

or expressed permission of LICENSEE to promptly comply with all applicable laws, ordinances, rules, and regulations of all federal, state, county and city governments, departments, commissions, boards and officers.

9.4 Licenses and Permits. LICENSEE shall obtain any licenses and permits required by federal, state, county or city laws and shall permit inspection by appropriate agencies or departments.

9.5 Service Contractors. Upon request and prior to beginning of, and throughout the License period, LICENSEE shall submit to MANAGER a list of all persons or entities who will provide a service to or on behalf of LICENSEE during the License Period (herein "Service Contractors"). MANAGER may require its approval of certain Service Contractors prior to services being rendered.

9.6 Non-discrimination. LICENSEE acknowledges and understands that MANAGER has a comprehensive policy of non-discrimination in all aspects of its business activities. LICENSEE agrees that, in connection with its Event and its use of the Facilities and Licensed Area(s), neither LICENSEE, nor its agents, employees, exhibitors or contractors shall discriminate against any person with respect to employment, contracting, admission, or services or privileges offered to attendees of LICENSEE's Event, in violation of Federal, State or local laws.

9.7 Defacement of Facility; Damage to Equipment. LICENSEE shall pay the actual cost to replace, repair and/or restore, in MANAGER's discretion, any part of the Facilities or MANAGER's equipment (ordinary wear and tear excepted) that was defaced or damaged by LICENSEE, its agents, servants, employees, contractors, patrons, guests, exhibitors, licensees, invitees or any other person entering the Facilities with the implied or expressed permission of LICENSEE. Payment shall be made within thirty (30) days of written demand by MANAGER.

9.8 Payment of Taxes. LICENSEE acknowledges and understands that it shall collect, where required by law, and pay and deliver to the proper governmental authority, any and all license and permit fees and taxes assessed in connection with the LICENSEE's use of the Licensed Area(s).

SECTION 10 RIGHT OF ENTRY; EJECTION OF DISORDERLY PERSONS; SECURITY; CAPACITY AND EXITS

10.1 Control of Facilities. In using the Licensed Area(s) hereinbefore mentioned, the MANAGER does not relinquish and does hereby retain the right to enforce all necessary and proper rules for the management and operation of the Facilities. The Facilities, including the Licensed Area(s) which is subject to this Agreement, shall at all times be under the charge and control of the MANAGER.

10.2 MANAGER's Right of Entry. The Facilities, including the Licensed Area(s), shall at all times be under the charge and control of the MANAGER, whose duly authorized representatives shall have the right to enter the Licensed Area(s) at any time, provided such entry does not interfere with LICENSEE's use.

10.3 Ejection of Disorderly Person. MANAGER shall have the right to refuse entrance to, or remove and eject from the Facilities, any person associated with LICENSEE or present at LICENSEE's Event whose conduct is objectionable, disorderly, disruptive, or in violation of any law. The indemnification provisions of this Agreement shall apply to any claim or cause of action arising from such action.

10.4 Staffing and Security Levels. MANAGER shall be the provider of all event staffing including, but not limited to, ticket takers, doormen, ushers, security officers, stage security, Metro police, stagehands, first aid providers and other personnel as MANAGER, in its reasonable discretion, shall deem necessary ("Event Staffing"). MANAGER shall have the sole right to determine the level of all event staffing required for LICENSEE's Event.

10.5 Common Areas. LICENSEE acknowledges that in addition to the uses of the Licensed Area(s), as stated in The Summary of Basic Terms, MANAGER and various parts thereof and areas therein may or will be used for installation, holding or presentation, and removal of activities, events, and engagements other than the Event, as stated in The Summary of Basic Terms, and that in order for the facility to operate as efficiently as practicable, it may or will be necessary to coordinate the use or availability of services and facilities of MANAGER, including without limitation, entrances, exits, receiving areas, marshaling areas, storage areas, and concession areas requiring scheduling or sharing. LICENSEE agrees that MANAGER shall have full, complete and absolute authority to establish the

schedules for the use and availability of such services and facilities and to determine when and the extent to which the sharing of any such services and facilities is necessary or desirable and LICENSEE agrees to comply with any schedules so established and to cooperate in any sharing arrangements so determined. In no event shall LICENSEE enter or use any area or facility of MANAGER other than those stated in the The Summary of Basic Terms and UTILIZATION SCHEDULE of this Agreement without first obtaining MANAGER's consent and approval.

10.6 Capacity and Exits. The parties agree that seating capacity shall be determined by MANAGER in its sole discretion. No portion of any passageway or exitway shall be blocked or obstructed in any manner whatsoever, and no exit door or exitway shall be locked, blocked or bolted while the facility is in use by LICENSEE. All designated exits shall be maintained in such a manner as to be visible at all times.

SECTION 11 GENERAL PROVISIONS

11.1 No Collection of Money, Etc. LICENSEE shall not collect, or cause or permit the collection of money or goods, whether for political, charitable or other causes on the premises without the prior written consent of MANAGER.

11.2 Concessions and Catering Exclusivity. The sale or service of food, beverage, concessions or catering (except as approved by MANAGER in the back stage/support areas) are exclusively reserved to MANAGER or its designated contractor during the License Period. Neither LICENSEE nor its agent(s) shall give away or sell any food or beverage in the Licensed Area(s) or Facilities during the License Period.

11.3 Facilities Name. All notices, announcements, advertisements or invitations shall refer to the location of the Event as the Lexington Opera House.

11.4 No Hazardous Substances. LICENSEE agrees not to bring into or near the Facilities any materials, substances, equipment or other object which is likely to endanger the life of, cause bodily injury to, or be hazardous to the health of any person on the premises.

11.5 LICENSEE Risk of Loss. LICENSEE agrees that all of its property and equipment and the property and equipment of any of its Service Contractors brought in or near the Facilities of MANAGER shall be at the risk of LICENSEE and MANAGER shall not be liable to LICENSEE or others for any loss or damage to any such property.

11.6 Abandoned Equipment and Lost or Misplaced Articles. Any equipment or personal property belonging to LICENSEE, its employees, agents, contractors, patrons, guests, exhibitors, licensees, invitees or any other person entering the Facilities with the implied or express permission of LICENSEE, which remains in the Facilities or the Licensed Area(s) after the License Period, shall be deemed abandoned and may be disposed of by MANAGER at LICENSEE's sole expense. MANAGER shall assume no responsibility for losses caused by theft, disappearance or abandonment of equipment or personal property.

11.7 Applicable Law, Venue and Jurisdiction. This Agreement shall be governed by and construed in accordance with Kentucky law. Any action by a party to this Agreement to enforce or interpret the terms hereof shall be maintained in the Fayette Circuit Court. LICENSEE consents to the foregoing and agrees that this Agreement has been entered into in the Commonwealth of Kentucky which constitutes sufficient minimum contacts with MANAGER to permit the Courts of Kentucky to assert jurisdiction over LICENSEE in any action.

11.8 Attorneys Fees. The prevailing party in any action or proceeding brought to enforce or interpret any provision of this Agreement or to recover damages resulting from breach shall be awarded reasonable attorneys fees in addition to any other remedy.

11.9 Delivery of Notices. All notices shall be in writing and shall be deemed to have been given upon personal delivery or the next day following deposit of same in any United States mail post office box, with first class postage pre-paid and addressed as follows:

To MANAGER: OVG Facilities, LLC

430 West Vine Street
Lexington, KY 40507
Attn: General Manager

With copies to:

OVG Facilities, LLC
11755 Wilshire Blvd., Suite 900
Los Angeles, CA 90025
Attn: General Counsel

To LICENSEE: At the address set forth in the Summary of Basic Terms.

11.10 Partial Invalidity. If any provision of this Agreement is declared invalid or unenforceable, the remaining provisions shall continue in full force and effect to the fullest extent permitted by law.

11.11 Assignment; Subletting Licensed Area(s). LICENSEE shall not assign this Agreement or any interest herein or permit the use of the Licensed Area(s) or any part thereof by any other party, except that LICENSEE shall have the right to permit its exhibitors to use the Licensed Area(s) in conjunction with LICENSEE's Event. Any substantive change in the nature of LICENSEE's Event, without MANAGER's prior written consent, shall constitute a material breach of this Agreement.

11.12 Americans with Disabilities Act (ADA). MANAGER acknowledges and agrees that it is responsible for complying with the ADA requirements for the permanent building access accommodations such as, but not limited to, permanently installed wheelchair ramps, elevator standards, permanent seating accessibility, door width standards and restroom accessibility. LICENSEE acknowledges it is responsible for complying with ADA non-permanent accessibility requirements such as, but not limited to, accessibility of non-permanent seating and auxiliary aids for those who are visually impaired, mobility impaired, and the deaf and hard of hearing.

11.13 Copyrights, Recording and Broadcast Rights. Should LICENSEE present or allow the presentation of any composition work or other material covered by copyright, LICENSEE shall be responsible for the payment of all royalties due and LICENSEE agrees to indemnify and hold MANAGER harmless for any loss, damages, or expenses, including reasonable attorney fees, incurred resulting from any claim of infringement of such copyright(s). MANAGER reserves the right to record portion(s) of presentation for archival purposes.

11.14 Right to Quiet Enjoyment. MANAGER warrants that the Licensed Area(s) shall be operational and free from any substantial interference or disturbance directly related to any construction work on the Facilities. In the event construction causes a substantial interference with LICENSEE's Event, MANAGER shall use its best efforts to mitigate any disruption. In no event, however, will MANAGER be liable for any consequential damages to LICENSEE, including claims for lost or reduced income resulting from the interference or disturbance. MANAGER's liability, if any, shall be limited to a return of the License Fee for any period of time that LICENSEE is unable to use the Licensed Area(s) because of the interference or disturbance.

11.15 Survival. The indemnification provisions set forth in this Agreement and all provisions hereof which by their terms must necessarily be formed after the termination of this Agreement or expiration of the License Period shall survive such termination or expiration.

11.16 Amendments to Agreement. This Agreement may not be amended or modified except in writing signed by the parties; provided however that if LICENSEE requests (orally or in writing) an amendment to any of the terms set forth in the Summary of Basic Terms and MANAGER agrees to such change and confirms the change in writing to LICENSEE, said change shall be incorporated into this Agreement and have the same effect as a signed amendment hereto.

11.17 Counterparts; Facsimile or Scanned Signatures. This Agreement may be signed in counterparts, and the counterparts taken together shall be deemed an original executed agreement. A signature may be delivered to

the parties by fax or scanned and e-mailed document, and such fax or scanned signature shall be accepted and effective as an original signature.

11.18 Effective Date of Agreement. The effective date of this Agreement shall be the date it is executed by the MANAGER.

Brian Sipe
OVG FACILITIES, LLC, as agent for Lexington Center MANAGER

By: _____

By: _____

Mindy Stone
LFUCG Parks & Recreation

Name: _____

Title: _____

Date: _____

Date: _____

ADDENDUM
TO LICENSE AGREEMENT #18692
CARRY/CONCEAL WEAPONS

This Addendum shall be considered a part of and is hereby incorporated by reference into that certain License Agreement (License #18692) ("Agreement") by and between Lexington Fayette Urban County Government Parks & Recreation (LICENSEE) and Lexington Center MANAGER (MANAGER). In connection therewith, the following terms and provisions shall be made a part of such Agreement and, to the extent these terms conflict with any existing term contained in the Agreement, these terms shall govern. Any capitalized term used herein and not otherwise defined shall have the respective meaning ascribed thereto in the Agreement:

MANAGER represents that this facility is located in a School Zone as defined by the Gun Free School Zone Act 18 U.S.C. adopted November 29, 1990 (the Act). All persons are prohibited from possessing unconcealed firearms on the premises unless such possession is authorized by exceptions in the Act.

LICENSEE has a right to allow or disallow weapons, including concealed firearms, at its event in the facilities of Lexington Center. Because the choice of carrying concealed firearms into an event is the LICENSEE'S option, MANAGER requires this Addendum to be executed as part of the Agreement. MANAGER also reserves the right to restrict or prohibit possession of other items such as knives, chains, etc. which may be used as weapons. As per state statue, law enforcement officials are exempted from this restriction.

LICENSEE desires, acknowledges and agrees to the prohibition of carrying of weapons, which includes firearms, ammunition, and accessories, in the Event space as defined in this Agreement.

Understood and agreed:

Brian Sipe
OVG FACILITIES, LLC, as agent for Lexington Center MANAGER

By: _____
Mindy Stone
LFUCG Parks & Recreation

Name: _____

Title: _____

Date: _____

By: _____

Date: _____

EXHIBIT 1
Policies, Rules & Regulations
Lexington Center MANAGER (LCC)
Lexington Opera House

In order to assist our users, the following list of Policies, Rules & Regulations is provided to answer the most frequent inquiries regarding the MANAGER's policies:

General Information

MANAGER /OPERA HOUSE is a non-smoking facility. In accordance with Section 14.97 of the Municipal Code of the LFUCG, the Opera House is a smoke-free facility. Additionally, MANAGER prohibits the use of E-cigarettes inside its facilities. With approval of the MANAGER in writing, an area may be designated as a smoking area for private events.

NO VEHICLE PARKING is available at the Lexington Opera House. Lane blockage permit allows active loading or unloading only, according to local fire lane regulations. The bus or truck driver must remain with the vehicle at all times during loading and unloading. Once complete, the conveyance vehicle (truck, bus, van or other) must be relocated to a secondary parking location. Lexington Center/Rupp Arena parking areas are offered free of charge. Confirm specific plan with Opera House Technical Coordinator.

Parking on the circle at the Short Street entrance of the Opera House is reserved for LCC staff only. As posted, vehicles without valid LCC permits will be towed at the expense of the vehicle owner. Licensee is responsible to inform all event participants of this policy. LCC will not be responsible for towing charges for unauthorized vehicles.

A five percent (5%) convenience fee will be added to deposits and settlement charges paid by credit card.

A fifteen percent (15%) administration fee will be included on all equipment rentals beyond the inventory of the MANAGER made at request of LICENSEE.

LICENSEE (or exhibitor) is responsible for the security of items in meeting rooms and exhibit areas. MANAGER shall not be responsible for damage or loss of property.

The use or distribution of lighter than air gas filled balloons is prohibited without prior approval. Approval would require a signed waiver of responsibility for costs associated with removal of said inflatables. Other common event decorations that require advance authorization include but are not limited to candles, glitter and confetti. Additional fees may be incurred for cleanup of these items.

Attachment of signs, display materials, decorations, etc. to wall surface, windows, lectern or drapery is prohibited.

The hanging of signs and banners from ceilings must be approved and installed by MANAGER personnel only as an Ancillary Service.

Pets are prohibited with the exception of those authorized by MANAGER due to the nature of the event. Guide, signal and service animals must be under control. Under the Americans with Disabilities Act, service animals must be harnessed, leashed, or tethered, unless these devices interfere with the service animal's work or the individual's disability prevents using these devices. In every case, ADA guidelines must be adhered to.

Exhibits using water features are prohibited in carpeted areas.

Food and Beverage

The sale, service, or distribution of food or beverage products is an activity that is restricted to those licensed by the MANAGER. This includes, but is not restricted to, food/beverage items used as traffic promoters in trade shows such as coffee, popcorn, sodas, bottled water, bar service, etc.

Trade Show vendors may request authorization to sample or sell food items specific to their business by submitting the Food Sampling/Food Sale Authorization form to MANAGER a minimum of fourteen days prior to the event. Should approval for food sales be granted these vendors are subject to a $75/day food vendor fee.

Receptions: a (pre-show, intermission, or post show) reception in (Pardy's Pub, Level 3 Gallery, Level 2 Lounge, Backstage R-1) may be allowed for up to one hour. LICENSEE may coordinate food and/or beverage service through the MANAGER's approved vendors, with all costs borne by LICENSEE. Cooking on site will not be permitted at any time. Food preparation is not permitted in carpeted areas.

Possession, distribution and consumption of alcoholic beverages is prohibited except through properly authorized vendors. MANAGER, at its discretion, may require full payment of estimated host bar costs one week prior to event.

Events seeking an alcohol sponsor must discuss this in advance with their Sales or Event Manager to ensure steps are taken to adhere to Kentucky Revised Statutes governing the sale of alcohol.

As stipulated by KRS 243.036, the auction of any alcoholic beverage requires a temporary permit issued by the Alcohol Beverage Control Board. The application process takes 30-45 days to complete. A permit must be presented in order for the item to be sold. For further details and the application, please contact the ABC Board at (859) 258-3796.

Fire and Safety Regulations

This Facility is located in a School Zone as defined by the Gun Free School Zone Act 18 U.S.C. adopted November 29, 1990 (the Act). All persons are prohibited from possessing firearms on the premises unless such possession is authorized by exceptions listed in the Act or as authorized by the Commonwealth of Kentucky. Licensor also reserves the right to restrict or prohibit possession of other weapons such as knives and other dangerous weapons.

All exit doors must be fully operable and unobstructed during all times of occupancy. Exit signs shall remain illuminated and fully visible.

Use of the Facilities for a trade show or public exhibit purposes requires a detailed floor plan depicting the intended use of the area. Floor plan will be submitted to the MANAGER for review and approval by MANAGER and local fire marshal where appropriate. Displays located in corridors shall be located to one side, leaving an approved clear walking path. Approval of plans shall be obtained prior to sale or allocation of space to potential exhibitors.

Rigging plans must be submitted for approval for events that require equipment in excess of 100 lbs. to be suspended from the ceiling. Rigging of AV equipment and/or production equipment must be performed by MANAGER staff or its authorized representatives as an Exclusive Service.

Any use of open flames or smoke generating substances or equipment must receive prior approval.

LICENSEE agrees to make all production elements, decorations and construction materials non-combustible or flame retardant according to the National Fire Protection Association Code and any applicable local Fire Department Regulations (documentation is required). This includes, but is not limited to, organic decorations such as mulch, hay bales, etc. Treatment must occur prior to delivery to the Opera House. The Opera House Staff and the LFUCG Fire Prevention Bureau reserve the right to perform a Flame Test on any Production Piece to verify flame retardant properties (applicable fees will be charged to LICENSEE). The Opera House and/or the LFUCG Fire Prevention Bureau can disallow any production element that is either not flame retardant or contains material that could be considered unsafe.

Electrical devices must be installed, operated, and maintained in accordance with manufacturers' intended use and applicable codes. In any case, electrical devices that create a hazard to life or property are not permitted.

Internal combustion equipment and motor vehicles may be displayed under the following conditions:

- Fuel supply limited to that necessary for installation and removal of equipment.
- Fuel tanks must have pressure released by removing fuel cap after vehicle has reached display position, and then the fuel cap must be locked or sealed.
- Electrical power supply must be disconnected.

- Keys must be removed from ignition and will be retained at MANAGER Security Headquarters.
- Motor vehicles are prohibited in carpeted areas, unless under the direction of MANAGER management, to take precautions for protection of MANAGER property.
- Any use of motorized vehicle in the Facilities is subject to prior approval of the MANAGER. Use of motorized vehicles during public occupancy of Facility is prohibited.

The use, display, or storage of flammable liquids, including liquid propane gas, is prohibited except as authorized by local and state fire regulations. Complying vendors using propane for the purpose of authorized food preparation are subject to the following limitations:

- Compressed gas cylinders must be firmly secured in an upright position.
- Propane storage tanks may be no larger than 5 pounds per booth.
- Booths using propane shall be located no closer than 100 feet apart.
- Additional propane tanks must be stored outside of the building.
- Food preparation is not permitted in carpeted areas.

Please contact the Lexington Fire Prevention Bureau if you need further information or clarification. 859-231-5602 (phone) or 859-231-5606 (fax).

Vendors for Fire Retardant Supplies:

Production Advantage	proadv.com	800-424-9991
Rose Brand	rosebrand.com	800-223-1624
Lexington Fire Extinguisher		859-299-4686

Supervision of Minors

A schedule, detailing exacts dates and times when minors are expected to be backstage must be provided to the Opera House Technical Director in advance of load-in, for any event involving minors in the production. At least one adult representative [SUPERVISOR] from the Licensing organization must be named and positioned at the stage door to be present and responsible for supervision, prior to minors' entry into the building, throughout the duration of minors' participation and until the last minor has vacated the premises. A "point person" [CLIENT REPRESENTATIVE] should be named as secondary contact (i.e. production supervisor or main technical contact for the LICENSEE).

LICENSEE must provide the name, title and both email address and cell phone number of SUPERVISOR AND CLIENT REPRESENTATIVE for the entire schedule prior to load-in. The entire schedule, along with names and contact information should be available at the tech office throughout the engagement. Any modifications to the schedule or supervisory personnel should be documented with the Opera House Technical Director.

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0920-25

File ID:	0920-25	**Type:**	Agenda Item	**Status:**	Agenda Ready
Version:	1	**Contract #:**		**In Control:**	Human Resources
				File Created:	09/18/2025
File Name:	26-0017- Abolish/Create Office of CAO			**Final Action:**	

Title: Authorization to amend the authorized strength by abolishing one (1) vacant unclassified civil service position of Officer of Diversity & Inclusion (Grade 523E) and creating one (1) unclassified civil service position of Access & Engagement Officer (Grade 526E) in the Office of the CAO, effective upon passage of Council. This has a 12-month future impact cost of $14,248.28. (L0920-25) (George/Hamilton)

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	Bluesheet Memo 26-0017 Updated, From to 26-0017, HR Fiscal Impact- 26-0017	**Enactment Number:**	
Deed #:		**Hearing Date:**	
Drafter:	Alana Morton	**Effective Date:**	

History of Legislative File

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

Text of Legislative File 0920-25

Title

Authorization to amend the authorized strength by abolishing one (1) vacant unclassified civil service position of Officer of Diversity & Inclusion (Grade 523E) and creating one (1) unclassified civil service position of Access & Engagement Officer (Grade 526E) in the Office of the CAO, effective upon passage of Council. This has a 12-month future impact cost of $14,248.28. (L0920-25) (George/Hamilton)

Summary

Authorization to amend the authorized strength by abolishing one (1) vacant unclassified civil service position of Officer of Diversity & Inclusion (Grade 523E) and creating one (1) unclassified civil service position of Access & Engagement Officer (Grade 526E) in the Office of the CAO, effective upon passage of Council. This has a 12-month future impact cost of $14,248.28. (L0920-25) (George/Hamilton)

Budgetary Implications [select]: Yes
Advance Document Review:

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

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

Fully Budgeted [select]: Yes/No/Partial
Account Number:
This Fiscal Year Impact: $
Annual Impact: $
Project:
Activity:
Budget Reference:
Current Balance:

MAYOR LINDA GORTON

LEXINGTON

GLENDA HUMPHREY GEORGE
DIRECTOR
HUMAN RESOURCES

M E M O R A N D U M

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

FROM: _____
Glenda Humphrey George, Director
Division of Human Resources

DATE: September 24, 2025

RE: Abolish/Create – Office of the CAO

Request:
The attached action is requesting authorization to amend the authorized strength by abolishing one (1) vacant unclassified civil service position of Officer of Diversity & Inclusion (Grade 523E) and creating one (1) unclassified civil service position of Access & Engagement Officer (Grade 526E) in the Office of the CAO, effective upon passage of Council.

Why are you requesting:
At the direction of the Urban County Council to continue to fund this position, the Office of the Chief Administrative Officer proposed a new vision for this position at Work Session on September 9, 2025. The purpose of this position is to provide independent leadership on lawful workplace practices, accessibility compliance (including ADA), and consistent employee experience.

What is the cost in this year and future budget year?
This has a 12-month future impact cost of $14,248.28.

Position Title	Annual Salary Before	Annual Salary After	Annual Increase/Decrease
Officer of Diversity & Inclusion	$71,566.16	$0	($71,566.16)
Access & Engagement Officer	$0	$82,838.08	$82,838.08
Total Annual Impact/ Salary and Benefits $14,248.28			

File Number:

Director/Commissioner: Glenda Humphrey George/Sally Hamilton

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

Lexington-Fayette Urban County Government

Changes in Authorized Positions

Date: 9/18/25

Unclassified Civil Service

Changes From:

Div. Line #	No. Pos.	Class Code	Pay Grade	Position Title	Prog. #	Employee Name	Salary
Office of the CAO (050)							
050.017	1	180	523E	Officer of Diversity & Inclusion	-----	-----	-----
-----	-----	-----	-----	-----	-----	-----	-----

Changes To:

Div. Line #	No. Pos.	Class Code	Pay Grade	Position Title	Prog. #	Employee Name	Salary
Office of the CAO (050)							
-----	-----	-----	-----	-----	-----	-----	-----
050.016	1	TBD	526E	Access & Engagement Officer	-----	-----	-----

Bluesheet 26-0017

Office of the CAO

Description		1 or -1	Hour Rate	*63122* Base Comp	*63511* Benefits Cost 18.62% Pension	*63615* Other Fringe	*63621* 6.20% FICA	*63622* 0.023% Unemp	*63624* 1.45% Medicare	Employee Total Cost
Officer of Diversity & Inclusion (Grade 523E)	Abolish	-1.00	34.402	($71,556.16)	($13,323.76)	($5,528.88)	($4,701.15)	($16.46)	($1,099.46)	($96,225.87)
Access & Engagement Officer (Grade 526E)	Create	1.00	39.826	$82,838.08	$15,424.45	$5,528.88	$5,400.63	$19.05	$1,263.05	$110,474.15
Pay Periods				$11,281.92	$2,100.69	$0.00	$699.48	$2.59	$163.59	$14,248.28

Annual Cost: $14,248.28

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

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0921-25

File ID:	0921-25	**Type:**	Agenda Item	**Status:**	Agenda Ready
Version:	1	**Contract #:**		**In Control:**	Human Resources
				File Created:	09/18/2025
File Name:	25-0047 - Abolish/Create Social Services			**Final Action:**	

Title: Authorization to amend the authorized strength by abolishing one (1) unclassified civil service position of Program Coordinator (Grade 525E) and creating one (1) classified civil service position of Global Engagement Manager (Grade 528E), in the Department of Social Services, effective upon passage of Council. This has a 12-month fiscal impact cost of $15,706.20. (L0921-25) (George/Hamilton)

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	Bluesheet Memo 25-0047, From to 25-0047, HR Fiscal Impact- 25-0047	**Enactment Number:**	
Deed #:		**Hearing Date:**	
Drafter:	Alana Morton	**Effective Date:**	

History of Legislative File

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

Text of Legislative File 0921-25

Title

Authorization to amend the authorized strength by abolishing one (1) unclassified civil service position of Program Coordinator (Grade 525E) and creating one (1) classified civil service position of Global Engagement Manager (Grade 528E), in the Department of Social Services, effective upon passage of Council. This has a 12-month fiscal impact cost of $15,706.20. (L0921-25) (George/Hamilton)

Summary

Authorization to amend the authorized strength by abolishing one (1) unclassified civil service position of Program Coordinator (Grade 525E) and creating one (1) classified civil service position of Global Engagement Manager (Grade 528E), in the Department of Social Services, effective upon passage of Council. This has a 12-month fiscal impact cost of $15,706.20. (L0921-25) (George/Hamilton)

Budgetary Implications [select]: Yes
Advance Document Review:

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

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

Fully Budgeted [select]: No
Account Number:
This Fiscal Year Impact: $15,706.20
Annual Impact: $
Project:
Activity:
Budget Reference:
Current Balance:

MAYOR LINDA GORTON

LEXINGTON

GLENDA HUMPHREY GEORGE
DIRECTOR
HUMAN RESOURCES

M E M O R A N D U M

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

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

DATE: September 18, 2025

SUBJECT: **Abolish/Create Positions – Department of Social Services**

Request:
The attached is requesting authorization to amend the authorized strength by abolishing one (1) unclassified civil service position of Program Coordinator (Grade 525E) and creating one (1) classified civil service position of Global Engagement Manager (Grade 528E), in the Department of Social Services, effective upon passage of Council.

Why are you requesting?
This position is necessary as the immigrant and international community in Lexington continues to expand, with over 200 languages spoken in our schools alone. A coordinated effort is essential to address the many concerns of this population, with language access being one of the top priorities. A manager is needed to oversee both internal and external efforts with LFUCG, as well as to manage and develop the center's programs and activities.

What is the cost in this budget year and future budget year?
This has a 12-month fiscal impact cost of $15,706.20.

Position Title	Annual Salary Before	Annual Salary After	Annual Increase/Decrease
Program Coordinator	$78,892.32	$0	($78,892.32)
Global Engagement Manager	$0	$91,328.64	$91,328.64
Total Annual Impact/ Salary and Benefits $15,706.20			

File Number: 0921.25

Director/Commissioner: Glenda Humphrey George/Sally Hamilton

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

Lexington-Fayette Urban County Government

Changes in Authorized Positions

Date: 9/18/25

Classified Civil Service

Changes From:

Div. Line #	No. Pos.	Class Code	Pay Grade	Position Title	Prog. #	Employee Name	Salary
Department of Social Services (610)							
-----	-----	-----	-----	-----	-----	-----	-----

Changes To:

Div. Line #	No. Pos.	Class Code	Pay Grade	Position Title	Prog. #	Employee Name	Salary
Department of Social Services (610)							
610.003	1	562	528E	Global Engagement Manager	-----	-----	-----

Unclassified Civil Service

Changes From:

Div. Line #	No. Pos.	Class Code	Pay Grade	Position Title	Prog. #	Employee Name	Salary
Department of Sociali Services (610)							
610.015	1	543	525E	Program Coordinator	-----	-----	-----

Changes To:

Div. Line #	No. Pos.	Class Code	Pay Grade	Position Title	Prog. #	Employee Name	Salary
Department of Sociali Services (610)							
-----	-----	-----	-----	-----	-----	-----	-----

Bluesheet 25-0047

Department of Social Services

Description		1 or -1	Hour Rate	*63122* Base Comp	*63511* Benefits Cost 18.62% Pension	*63615* Other Fringe	*63621* 6.20% FICA	*63622* 0.023% Unemp	*63624* 1.45% Medicare	Employee Total Cost
Program Coordinator (Grade 525E)	Abolish	-1.00	37.929	($78,892.32)	($14,689.75)	($5,528.88)	($5,155.99)	($18.15)	($1,205.84)	($105,490.93)
Global Engagement Manager (Grade 528E)	Create	1.00	43.908	$91,328.64	$17,005.39	$5,528.88	$5,927.05	$21.01	$1,386.16	$121,197.13
Pay Periods				$12,436.32	$2,315.64	$0.00	$771.05	$2.86	$180.33	$15,706.20

Annual Cost: $15,706.20

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

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0922-25

File ID:	0922-25	**Type:**	Agenda Item	**Status:**	Agenda Ready
Version:	1	**Contract #:**		**In Control:**	Human Resources
				File Created:	09/18/2025
File Name:	26-0001e FY26- Aging & Disability Service/Accounting			**Final Action:**	

Title: Authorization to amend the classified civil service authorized strength by creating one (1) Administrative Specialist (Grade 516N), one (1) Aging Services Program Manager Sr. (Grade 524E), and one (1) Custodial Worker (Grade 506N) in the Division of Aging & Disability Services; and creating one (1) classified civil service position of Deputy Director of Accounting (Grade 529E) in the Division of Accounting. All effective retroactive to July 1, 2025, as approved in the FY 2026 budget. (L0922-25) (George/Hamilton)

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	Bluesheet Memo 26-0001e, From to 26.0001e	**Enactment Number:**	
Deed #:		**Hearing Date:**	
Drafter:	Alana Morton	**Effective Date:**	

History of Legislative File

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

Text of Legislative File 0922-25

Title

Authorization to amend the classified civil service authorized strength by creating one (1) Administrative Specialist (Grade 516N), one (1) Aging Services Program Manager Sr. (Grade 524E), and one (1) Custodial Worker (Grade 506N) in the Division of Aging & Disability Services; and creating one (1) classified civil service position of Deputy Director of Accounting (Grade 529E) in the Division of Accounting. All effective retroactive to July 1, 2025, as approved in the FY 2026 budget. (L0922-25) (George/Hamilton)

Summary

Authorization to amend the classified civil service authorized strength by creating one (1) Administrative Specialist (Grade 516N), one (1) Aging Services Program Manager Sr.

(Grade 524E), and one (1) Custodial Worker (Grade 506N) in the Division of Aging & Disability Services; and creating one (1) classified civil service position of Deputy Director of Accounting (Grade 529E) in the Division of Accounting. All effective retroactive to July 1, 2025, as approved in the FY 2026 budget. (L0922-25) (George/Hamilton)

Budgetary Implications [select]: No

Advance Document Review:

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

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

Fully Budgeted [select]: Yes

Account Number:

This Fiscal Year Impact: $

Annual Impact: $

Project:

Activity:

Budget Reference:

Current Balance:

MAYOR LINDA GORTON

LEXINGTON

GLENDA HUMPHREY GEORGE
DIRECTOR
HUMAN RESOURCES

M E M O R A N D U M

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

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

DATE: September 18, 2025

RE: Amendment to Authorized Strength

The attached action amends the classified civil service authorized strengths as follows:

- Create one (1) Administrative Specialist (Grade 516N), one (1) Aging Services Program Manager Sr. (Grade 524E) and one (1) Custodial Worker (Grade 506N) in the Division of Aging & Disability Services
- Create one (1) Deputy Director of Accounting (Grade 529E) in the Division of Accounting
- All effective retroactive to July 1, 2025.

The fiscal impact for FY 2026 (26 pay periods) positions will be budget-neutral. All funding for the new positions is included in the FY 2026 approved budget.

File Number: 0922-25

Director/ Commissioner: Glenda Humphrey George/Sally Hamilton

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

Lexington-Fayette Urban County Government

Changes in Authorized Positions

Date: 9/18/25

Classified Civil Service

Changes From:									Changes To:							
Div. Line #	No. Pos.	Class Code	Pay Grade	Position Title	Prog. #	Employee Name	Salary		Div. Line #	No. Pos.	Class Code	Pay Grade	Position Title	Prog. #	Employee Name	Salary
Division of Accounting (220)									**Division of Accounting (220)**							
-----	-----	-----	-----	-----	-----	-----	-----		220.011	1	316	529E	Deputy Director Accounting	-----	-----	-----
Division of Aging and Disability Services (615)									**Division of Aging and Disability Services (615)**							
-----	-----	-----	-----	-----	-----	-----	-----		614.014	1	554	526E	Aging Services Program Manager Sr.	-----	-----	-----
-----	-----	-----	-----	-----	-----	-----	-----		614.034	1	105	516N	Administrative Specialist	-----	-----	-----
615.060	1	671	506N	Custodial Worker	-----	-----	-----		615.060	2	671	506N	Custodial Worker	-----	-----	-----

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0923-25

File ID:	0923-25	**Type:**	Agenda Item	**Status:**	Agenda Ready
Version:	1	**Contract #:**		**In Control:**	Human Resources
				File Created:	09/18/2025
File Name:	26-0016 Abolish/Create - Parks and Recreation			**Final Action:**	

Title: Authorization to amend the authorized strength by abolishing one (1) classified position of Recreation Manager (Grade 520E) and creating one (1) classified position of Recreation Manager Sr. (Grade 522E), in the Division of Parks and Recreation, effective upon passage of Council. This has a 12-month future impact cost of $8,004.15. (L0923-25) (George/Hamilton)

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	Bluesheet Memo 26-0016, From to 26-0016, HR Fiscal Impact- 26-0016	**Enactment Number:**	
Deed #:		**Hearing Date:**	
Drafter:	Alana Morton	**Effective Date:**	

History of Legislative File

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

Text of Legislative File 0923-25

Title

Authorization to amend the authorized strength by abolishing one (1) classified position of Recreation Manager (Grade 520E) and creating one (1) classified position of Recreation Manager Sr. (Grade 522E), in the Division of Parks and Recreation, effective upon passage of Council. This has a 12-month future impact cost of $8,004.15. (L0923-25) (George/Hamilton)

Summary

Authorization to amend the authorized strength by abolishing one (1) classified position of Recreation Manager (Grade 520E) and creating one (1) classified position of Recreation Manager Sr. (Grade 522E), in the Division of Parks and Recreation, effective upon passage of Council. This has a 12-month future impact cost of $8,004.15. (L0923-25) (George/Hamilton)

Budgetary Implications [select]: Yes/NO
Advance Document Review:

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

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

Fully Budgeted [select]: Yes/No/Partial
Account Number:
This Fiscal Year Impact: $
Annual Impact: $
Project:
Activity:
Budget Reference:
Current Balance:

MAYOR LINDA GORTON

LEXINGTON

GLENDA HUMPHREY GEORGE
DIRECTOR
HUMAN RESOURCES

MEMORANDUM

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

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

DATE: September 18, 2025

SUBJECT: Abolish/Create positions – Division of Parks and Recreation

Request:
The attached action is requesting authorization to amend the authorized strength by abolishing one (1) classified position of Recreation Manager (Grade 520E) and creating one (1) classified position of Recreation Manager Sr. (Grade 522E), in the Division of Parks and Recreation, effective upon passage of Council.

Why are you requesting:
The purpose of this position is to expand from managing a single program to overseeing multiple facilities and locations.

What is the cost in this budget year and future budget year?
This has a 12-month future impact cost of $8,004.15.

Position Title	Annual Salary Before	Annual Salary After	Annual Increase/Decrease
Recreation Manager	$61,813.44	$0	($61,813.44)
Recreation Manager Sr.	$0	$68,151.20	$68,151.20
Total Annual Impact/ Salary and Benefits $8,004.15			

File Number: 0923-25

Director/Commissioner: Glenda Humphrey George/Sally Hamilton

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

Lexington-Fayette Urban County Government

Changes in Authorized Positions

Date: 9/18/25

Classified Civil Service

Changes From:

Div. Line #	No. Pos.	Class Code	Pay Grade	Position Title	Prog. #	Employee Name	Salary
Division of Parks and Recreation (760)							
760.050	5	803	520E	Recration Manager	-----	-----	-----
760.052	6	809	522E	Recration Manager Sr	-----	-----	-----

Changes To:

Div. Line #	No. Pos.	Class Code	Pay Grade	Position Title	Prog. #	Employee Name	Salary
Division of Parks and Recreation (760)							
760.050	4	803	520E	Recration Manager	-----	-----	-----
760.052	7	809	522E	Recration Manager Sr	-----	-----	-----

Bluesheet 26-0016

Division of Parks and Recreation

Description		1 or -1	Hour Rate	***63122*** Base Comp	***63511*** Benefits Cost 18.62% Pension	***63615*** Other Fringe	***63621*** 6.20% FICA	***63622*** 0.023% Unemp	***63624*** 1.45% Medicare	Employee Total Cost
Recreation Manager (Grade 520E)	Abolish	-1.00	29.718	($61,813.44)	($11,509.66)	($5,528.88)	($4,097.10)	($14.22)	($958.19)	($83,921.50)
Recreation Manager Sr. (Grade 522E)	Create	1.00	32.765	$68,151.20	$12,689.75	$5,528.88	$4,490.04	$15.68	$1,050.09	$91,925.64
Pay Periods				$6,337.76	$1,180.09	$0.00	$392.94	$1.46	$91.90	$8,004.15

Annual Cost: $8,004.15

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

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0924-25

File ID:	0924-25	**Type:**	Agenda Item	**Status:**	Agenda Ready
Version:	1	**Contract #:**		**In Control:**	Grants and Special Programs
				File Created:	09/19/2025
File Name:	FY26 OHPI Winter Family Shelter			**Final Action:**	

Title: Authorization to execute an agreement with Community Action Council for Lexington-Fayette, Bourbon, Harrison, and Nicholas Counties, Inc. to operate winter motel shelter services for families with children experiencing homelessness between November 1, 2025, and April 1, 2026, at a total cost not to exceed $177,250. Funds are budgeted. (L0924-25) (Herron/Lanter)

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	25-Blue Sheet OHPI Winter Family Motel Shelter, CAC_EFH_WinterShelter_ScopeofWork-2025-26, CAC Winter Family Shelter PSA .1 . 4900-9012-7464	**Enactment Number:**	
Deed #:		**Hearing Date:**	
Drafter:	Jeff Herron	**Effective Date:**	

History of Legislative File

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

Text of Legislative File 0924-25

Title

Authorization to execute an agreement with Community Action Council for Lexington-Fayette, Bourbon, Harrison, and Nicholas Counties, Inc. to operate winter motel shelter services for families with children experiencing homelessness between November 1, 2025, and April 1, 2026, at a total cost not to exceed $177,250. Funds are budgeted. (L0924-25) (Herron/Lanter)

Summary

Authorization to execute an agreement with Community Action Council for Lexington-Fayette, Bourbon, Harrison, and Nicholas Counties, Inc. to operate winter motel shelter services for families with children experiencing homelessness between November 1,

2025, and April 1, 2026, at a total cost not to exceed $177,250. Funds are budgeted.
(L0924-25) (Herron/Lanter)
Budgetary Implications: Yes
Advance Document Review:
Law: Yes,Completed by Tiffany Holskey, 9/17/2025
Risk Management: No
Fully Budgeted: Yes
Account Number: 1145-155003-0001-78112
This Fiscal Year Impact: $177,250.00
Annual Impact: N/A
Project: N/A
Activity: N/A
Budget Reference: 2026
Current Balance: $4,977,563.57

MAYOR LINDA GORTON

LEXINGTON

CHARLIE LANTER
COMMISSIONER
HOUSING ADVOCACY & COMMUNITY
DEVELOPMENT

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

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

DATE: **September 19, 2025**

SUBJECT: **Temporary Winter Motel Shelter for Families with Children Experiencing Homelessness**

Request: Council authorization to execute an agreement with Community Action Council for Lexington-Fayette, Bourbon, Harrison, and Nicholas Counties, Inc. to operate winter motel shelter services for families with children experiencing homelessness between November 1, 2025, and April 1, 2026, at a total cost not to exceed $177,250.

Purpose of Request: Each year, the Office of Homelessness Prevention and Intervention coordinates with community provider partners to develop a winter response plan to meet the needs of the over 900 persons experiencing homelessness in Fayette County on any given night. While a temporary congregate shelter will be available for adult men and women, this environment is not appropriate to serve all households.

Community Action Council operates the Emergency Family Housing Program, Lexington's only dedicated family emergency shelter program. This proposed funding will allow the Emergency Family housing Program to maintain a limited number of rooms as emergency shelter.

Families with minor children presenting within the homelessness response system and lacking other shelter options can be provided with a short-term hotel stay. Households will receive supportive services including assistance with basic needs and case management toward permanent housing. The program will operate between November 1, 2025, and April 1, 2026. This program is projected to serve approximately 45 families with up to 30 nights of shelter each.

What is the Cost in this budget year and future budget years? Cost in FY26 is $177,250.
The cost for future FY27 is: $0

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

File Number: 0924-25

Director/Commissioner: Herron/Lanter

COMMUNITY ACTION COUNCIL
Emergency Family Housing Winter Shelter
FY2025-26

Scope of Work

Community Action Council's Emergency Family Housing Program (EFH) is Lexington-Fayette County's only dedicated family emergency shelter. This program maintains a number of apartment units and places two-parent households with minor children or other families unable to separate and unable to access other shelter into those units as emergency shelter, providing wraparound supportive services toward permanent housing and self-sufficiency.

To help address the seasonal need for increased shelter capacity for families, Community Action Council will provide accommodations at local hotels for the duration of the winter season (November 1, 2025 – April 1, 2026) for up to approximately 45 households. The number of households to be served will be dependent on seasonal weather needs, family size, room type availability, length of stay, and availability of housing resources at exit. The Council will provide each household with housing-focused case management support, quickly assessing needs upon entry and developing an individualized permanent housing plan for each household. Households will also receive assistance with food and basic needs, connection to mainstream benefits, and referrals to other community resources as needed. The program will aim to quickly move households to permanent housing to make this resource available for additional households.

Budget Narrative

The Council is submitting an application for $177,250 to carry out the following activities.

Salary: *$15,523* – To fund 0.79 FTE for up to 100 working days or 21 weeks (November 1-March 31). Salary costs include 0.10 of the Director of Housing and Homeless Services for project oversight, including invoicing, reporting and HMIS data quality assurance. The 0.69 FTE for Housing Case Management Specialists to assist with intakes and services for participants.

Positions	FTE	Salary Expenses
Director of Housing and Homeless Services	0.10	$1,965
Housing Case Management Specialist(s)	0.69	$13,558
Grand Total	**0.55**	**$15,523**

Fringe: *$5,971* – To cover the cost of employee's fringe benefits, including FICA, Health Insurance, Worker's Compensation, Retirement, Life and short-term disability insurance, and accrued leave.

Fringe	Fringe Expenses
FICA Expense	$1,280
Workers Compensation	$103
Retirement/Pension	$609
Health Insurance	$2,633
Life Insurance	$69
Disability Insurance	$64
Accrued Leave	$1,213
Grand Total	**$5,971**

Other: *$155,756*

Participant Hotel Expenses - *$136,342* – To cover the estimated costs of hotel rooms for approximately 45 families for up to 30 nights at an estimated rate of $90/night (room rates may fluctuate based on prior bookings, holidays, etc). It also includes incidental expenses of roughly $330 per household for damages or penalties for smoking in the rooms. Not all households will incur incidental expenses, while others may exceed the budgeted amount.

Indirect: *$19,414* – To provide for a portion of the costs of administrative functions of operating the Winter Shelter Program, as approved by the Health and Human Services (HHS) Indirect Cost Rate Agreement. This expense is calculated at the provisional rate of 12.3% percent of direct expenses.

COMMUNITY ACTION COUNCIL FY 2025-26 Emergency Family Housing Winter Shelter	
EXPENSES	
SALARY EXPENSE - PERMANENT	$15,523
FICA EXPENSE	$1,280
HEALTH INSURANCE	$2,633
WORKERS COMPENSATION EXPE	$103
PENSION EXPENSE	$609
LIFE INSURANCE EXPENSE	$69
DISABILITY INSURANCE EXPENSE	$64
ACCRUED LEAVE	$1,213
PARTICIPANT HOTEL EXPENSE	$136,342
INDIRECT COST EXPENSE	$19,414
EXPENSES TOTAL	**$177,250**

PURCHASE OF SERVICE AGREEMENT

THIS PURCHASE OF SERVICE AGREEMENT, made and entered into on the _____ day of _____ 2025, by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the COMMONWEALTH OF KENTUCKY created pursuant to KRS Chapter 67A ("LFUCG"), 200 East Main Street, Lexington, Kentucky 40507, and **COMMUNITY ACTION COUNCIL FOR LEXINGTON-FAYETTE, BOURBON, HARRISON, AND NICHOLAS COUNTIES, INC.**, a Kentucky corporation, ("Organization") with offices located at 710 W. High St., P.O. Box 11610, Lexington, Kentucky 40576.

W I T N E S S E T H

WHEREAS, LFUCG desires to help maintain availability of hotel/motel rooms to provide emergency shelter and housing-focused supportive services for homeless families caring for minor children in Fayette County; and

WHEREAS, the project is expected to provide short-term hotel stays for up to forty-five (45) families for up to thirty (30) nights each; and

WHEREAS, LFUCG believes the services provided by Organization are a valuable public service and desires to contract with the Organization to support the provision of these services in Fayette County;

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

1. EFFECTIVE DATE; TERM. This Agreement shall commence on November 1, 2025, and shall last until April 1, 2026 unless terminated by LFUCG at an earlier time.

2. RELATED DOCUMENTS. This Agreement shall consist of the terms herein as well as the following additional documents, which are attached hereto as exhibits and incorporated herein by reference as if fully stated:

a. Exhibit "A" – Scope of Work

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

3. SCOPE OF SERVICES. Organization shall perform the services outlined in the attached Exhibit "A" – Scope of Work for LFUCG in a timely, workmanlike and professional manner (the "Services").

4. PAYMENT. LFUCG shall pay Organization a total amount not to exceed One Hundred Seventy-Seven Thousand and Two Hundred Fifty Dollars and 00/100 Cents ($177,250.00) for the performance of the Services. Payments shall be made monthly for expenditures the Organization actually incurred, only after receipt of monthly invoices. The funds are limited to the services provided herein and may not be spent by the Organization for any other purpose without the prior written consent of LFUCG. Absent any additional written agreement stating otherwise any travel or other expenses are included in the above payment.

a. LFUCG shall make payment under this Agreement upon timely submission of an invoice(s) from Organization specifying that the Services have been performed, accompanied by data satisfactory to LFUCG to document entitlement to payment for the Services performed to date. LFUCG shall have thirty (30) days from the date of receipt of the invoice to pay the invoice amount. LFUCG reserves the right to refuse payment if it is determined by LFUCG that the Services performed or materials provided for the Services are inadequate or defective.

b. LFUCG also reserves the right to reject any invoice submitted for services more than sixty (60) days after the services were rendered.

5. TERMINATION. LFUCG, through the Mayor or the Mayor's designee, may terminate this Agreement for any reason whatsoever by providing Organization with at least thirty (30) days advance written notice. Organization shall be entitled for payment of all work performed up to that period of time, calculated on a reasonable basis.

a. In the event of a termination based upon a material condition of non-performance or default by Organization, LFUCG shall provide Organization advance written notice and a reasonable period of time to cure the breach.

b. Organization may only terminate this Agreement based upon LFUCG's failure to timely pay for properly invoiced and accepted work. Organization shall provide LFUCG with at least thirty (30) days advance written notice and an opportunity to cure prior to termination.

c. Organization acknowledges that LFUCG is a governmental entity, and that the validity of this Agreement is based upon the availability of appropriated funding. In the event that such funding is not appropriated in a future fiscal year, LFUCG's obligations under this Agreement shall automatically expire without penalty to the LFUCG thirty (30) days after written notice to Organization. LFUCG shall exercise any application of this provision in good faith.

6. REPORTING. Organization shall provide LFUCG with timely reports and updates related to the provisions of the Services in the form and manner reasonably specified by LFUCG.

7. REGISTRATION; COMPLIANCE; AUTHORITY TO SIGN. Organization shall be lawfully registered or authorized to do business in the Commonwealth of Kentucky and Lexington-Fayette County and shall at all times comply with any and all applicable federal, state, and local laws, ordinances, and regulations. LFUCG may request proof that Organization has timely filed federal, state, or local tax forms which shall be provided by Organization on a timely basis. The person signing this Agreement on behalf of Organization is fully authorized to do so.

8. INSURANCE; INDEMNITY.

a. At all times relevant to the performance of this Agreement, Organization shall maintain insurance coverages in at least the following amounts, which shall be properly filed and approved by the Kentucky Department of Insurance. Evidence of such coverage shall be made available to LFUCG upon request. General Liability ($1 million per occurrence, $2 million aggregate or $2 million combined single limit); Commercial Automobile Liability (combined single, $1 million per occurrence) only if Organization utilizes automobiles in the performance of this Agreement; (if applicable) Professional Liability ($1 million per occurrence, $2 million aggregate); Worker's Compensation (Statutory); and Employer's Liability ($1 million).

b. Organization shall indemnify, defend and hold harmless LFUCG and its elected and appointed officials, employees, agents, volunteers, and successors in interest, from and against any and all liability, damages, and losses, including but not limited to: demands, claims, liens, suits, notices of violation from governmental agencies, 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 Organization's performance of, or breach of this 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 Organization or its officials, employees, or agents; and (b) not caused solely by willful misconduct of LFUCG.

c. Organization understands and agrees that its obligation to defend LFUCG includes the obligation to investigate, handle, respond to, resist, provide a defense for, and defend claims, at Organization's expense, using attorneys approved in writing by the LFUCG, which approval shall not be unreasonably withheld.

d. Organization further understands and agrees that its obligation to indemnify includes, but is not limited to: attorney fees and expenses, costs of litigation, court and administrative costs, expert witness fees and expenses, judgments, fines, penalties, interest, all environmental cleanups and remediation costs of whatever kind, and any liability arising from death, injury, or damage of any kind, to any person, including employees and agents of Organization and LFUCG, and damage to, or destruction of, any property, including the property of LFUCG.

e. This provision shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this Agreement.

f. Organization understands that LFUCG is a political subdivision of the Commonwealth of Kentucky and acknowledges and agrees that LFUCG is unable to provide indemnity or otherwise save, hold harmless, or defend the Organization in any manner.

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

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

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

10. KYHMIS. Organization agrees that it shall ensure that data on all persons served and/or all activities assisted with using any amount of funds provided under this Agreement shall be entered into the applicable Kentucky Homeless Management Information System (KYHMIS) in accordance with standards of the U.S. Department of Housing and Urban Development and the Continuum of Care. The Organization further agrees that this provision shall survive termination of this Agreement.

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

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

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

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

15. ANNUAL AUDIT. Organization shall comply with the audit requirements of 200 CFR Part 200, Subpart F, if applicable. LFUCG shall also have the option to request an audit of all revenue and expenditures related to this Agreement. If such an audit is requested by LFUCG, the audit shall be conducted by independent certified public accountants at Organization's expense, who shall express an opinion as to whether or not revenue and expenditures during the year audited have conformed to state and local law and regulation. For any audit performed, including a 200 CFR Part 200 audit, a copy of the audit, or clean audit opinion letter from an independent certified public accountant, shall be submitted to LFUCG upon request.

16. INVESTMENT. Any investment of the funds received pursuant to this Agreement must fully comply with any restrictions imposed by law.

17. NO ASSIGNMENT. Organization may not assign any of its rights and duties under this Agreement without the prior written consent of LFUCG.

18. NO THIRD PARTY RIGHTS. This Agreement does not create a contractual relationship with or right of action in favor of a third party against either Organization or LFUCG.

19. KENTUCKY LAW AND VENUE. This Agreement shall be governed in all respects by the laws of the Commonwealth of Kentucky and venue for all actions shall lie in the Circuit Court of Fayette County, Kentucky.

20. AMENDMENTS. By mutual agreement, the parties to this Agreement may, from time to time, make written changes to any provision hereof. Organization acknowledges

that LFUCG may make such changes only upon approval of its legislative authority, the Lexington-Fayette Urban County Council, and the signature of its Mayor.

21. **NOTICE.** Any written notice required by the Agreement shall be delivered by certified mail, return receipt requested, to the following:

For Organization:

Community Action Council for Lexington-Fayette,
Bourbon, Harrison, and Nicholas Counties, Inc.
710 W. High St.
P.O. Box 11610
Lexington, Kentucky 40576
Attn: Sharon Price, Executive Director

For Government:

Lexington-Fayette Urban County Government
200 East Main Street
Lexington, Kentucky 40507
Attn: Jeff Herron

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

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

[Signature page follows]

DRAFT

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

LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT

BY: _____
LINDA GORTON, MAYOR

ATTEST:

_____
Clerk of the Urban County Council

COMMUNITY ACTION COUNCIL FOR LEXINGTON-FAYETTE, BOURBON, HARRISON, AND NICHOLAS COUNTIES, INC.

BY:_____
SHARON PRICE, EXECUTIVE DIRECTOR

_____
ATTEST:

_____
WITNESS:_____
DATE:_____

DRAFT

EXHIBIT "A"

Lexington/Fayette Urban County Government
Scope of Services

4900-9012-7464, v. 1

DRAFT

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0925-25

File ID:	0925-25	**Type:**	Agenda Item	**Status:**	Agenda Ready
Version:	1	**Contract #:**		**In Control:**	Mayor's Office
				File Created:	09/19/2025
File Name:	Lyric Theatre PSA FY26			**Final Action:**	

Title: Authorization to execute a Purchase of Service Agreement with the Lyric Theatre and Cultural Arts Center to provide funding support for July 1, 2025 through June 30, 2026, at a cost of $140,250. Funds are budgeted. (L0925-25)(Scott)

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	Lyric PSA FY26, Signed FY26 PSA Lyric theatre	**Enactment Number:**	
Deed #:		**Hearing Date:**	
Drafter:		**Effective Date:**	

History of Legislative File

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

Text of Legislative File 0925-25

Title

Authorization to execute a Purchase of Service Agreement with the Lyric Theatre and Cultural Arts Center to provide funding support for July 1, 2025 through June 30, 2026, at a cost of $140,250. Funds are budgeted. (L0925-25)(Scott)

Summary

Authorization to execute a Purchase of Service Agreement with the Lyric Theatre and Cultural Arts Center to provide funding support for July 1, 2025 through June 30, 2026, at a cost of $140,250. Funds are budgeted. (L0925-25)(Scott)

Budgetary Implications [select]: Yes

Advance Document Review:

Law: { Select Yes, Completed by [Tiffany Holskey, 9/19/2025]}

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

Fully Budgeted [select]: Yes

Account Number: 1101-900107-0001-71101

This Fiscal Year Impact: $140,250.00
Annual Impact: $N/A
Project:
Activity:
Budget Reference:
Current Balance: $140,250

TO: Mayor Linda Gorton
Urban County Council Members

FROM: Heather Lyons, Mayor's Office

CC: Tyler Scott, Chief of Staff

DATE: September 19, 2025

SUBJECT: PSA for Lyric Theatre FY2026

Authorization to: Provide funding support to Lyric Theatre for fiscal year 2026, 7/1/2025 – 6/30/2026. LFUCG can terminate this agreement by providing the organization with at least thirty days advance written notice, wherein the organization would be entitled to payment for all work performed up to that period of time, calculated on a reasonable basis.

Why are you requesting? To support the Lyric Theatre's arts and cultural programming and presentations and to facilitate and support collaborations between the Lyric Theatre and community organizations.

Department needs this action completed because: The Lyric Theatre provides a unique and necessary role in the community through access to and programming in the theatre, galleries, community rooms, and more.

What is the cost in this budget year and future budget years? The cost for FY26 is $140,250.

Are the funds budgeted? YES

Account number: 1101-900107-0001-71101

File Number: 0925-25

Director/Commissioner: Heather Lyons/Tyler Scott



PURCHASE OF SERVICE AGREEMENT

THIS PURCHASE OF SERVICE AGREEMENT, made and entered into on the _____ day of _____, 2025, by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the COMMONWEALTH OF KENTUCKY created pursuant to KRS Chapter 67A ("LFUCG"), 200 East Main Street, Lexington, Kentucky 40507, and **LYRIC THEATRE AND CULTURAL ARTS CENTER CORPORATION**, ("Organization") with offices located at 300 East Third Street, Lexington, Kentucky 40508, with an effective date of July 1, 2025.

W I T N E S S E T H

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

1. **TERM.** This Agreement shall commence on July 1, 2025, and continuing for a period of twelve (12) months from that date unless within that period Government gives the Organization thirty (30) days written notice of termination of this Agreement, in which case this Agreement shall terminate thirty (30) days from the date notice is given to the Organization.

2. **SCOPE OF SERVICES.** Organization shall perform the services outlined in the attached Exhibit "A" – Addendum for Services for LFUCG in a timely, workmanlike and professional manner (the "Services").

3. **PAYMENT.** LFUCG shall pay Organization a total amount not to exceed One Hundred Forty Thousand Two Hundred Fifty Dollars ($140,250.00) for the performance of the Services. Thirty-five Thousand Sixty-Two Dollars and Fifty Cents ($35,062.50) of the total sum shall be payable in quarterly installments. The funds are limited to the Services provided herein and may not be spent by the Organization for any other purpose without the prior written consent of LFUCG. Absent any additional written agreement stating otherwise any travel or other expenses are included in the above payment.

   a. LFUCG shall make payment under this Agreement upon timely submission of an invoice(s) from Organization specifying that the Services have been performed, accompanied by data satisfactory to LFUCG to document entitlement to payment for the Services performed to date. LFUCG shall have thirty (30) days from the date of receipt of the invoice to pay the invoice amount. LFUCG reserves the right to refuse payment if it is determined by LFUCG that the Services performed or materials provided for the Services are inadequate or defective.

   b. LFUCG also reserves the right to reject any invoice submitted for services more than sixty (60) days after the services were rendered.

4. **TERMINATION.** LFUCG, through the Mayor or the Mayor's designee, may terminate this Agreement for any reason whatsoever by providing Organization with at least thirty (30) days

advance written notice. Organization shall be entitled for payment of all work performed up to that period of time, calculated on a reasonable basis.

a. In the event of a termination based upon a material condition of non-performance or default by Organization, LFUCG shall provide Organization advance written notice and a reasonable period of time to cure the breach.

b. Organization may only terminate this Agreement based upon LFUCG's failure to timely pay for properly invoiced and accepted work. Organization shall provide LFUCG with at least thirty (30) days advance written notice and an opportunity to cure prior to termination.

c. Organization acknowledges that LFUCG is a governmental entity, and that the validity of this Agreement is based upon the availability of appropriated funding. In the event such funding is not appropriated in a future fiscal year, LFUCG's obligations under this Agreement shall automatically expire without penalty to the LFUCG thirty (30) days after written notice to Organization. LFUCG shall exercise any application of this provision in good faith.

5. REPORTING. Organization shall complete and return to Government such Quarterly Report forms as the Director of Arts & Cultural Affairs shall provide, as well as copies of deliverables, requested attachments, and invoices on or before the following dates: October 10, 2025, January 10, 2026, April 10, 2026, and July 10, 2026. By submitting the Quarterly Report form and any additional forms reasonably required therewith, the Organization verifies and affirms that all information submitted is true, accurate, and complete to the best of its knowledge. The Quarterly Report shall be submitted to Government electronically, unless otherwise requested by Government. Failure to electronically submit the Quarterly Report by the required date may result in the quarterly payment to Organization being withheld until the next reporting period. In addition, Organization shall be required to present a progress report as to its activities annually, or as additionally required, before the Urban County Council's Budget, Finance & Economic Development Committee, or as otherwise instructed by the Government.

6. REGISTRATION; COMPLIANCE; AUTHORITY TO SIGN. Organization shall be lawfully registered or authorized to do business in the Commonwealth of Kentucky and Lexington-Fayette County and shall at all times comply with any and all applicable federal, state, and local laws, ordinances, and regulations. LFUCG may request proof that Organization has timely filed federal, state, or local tax forms which shall be provided by Organization on a timely basis. The person signing this Agreement on behalf of Organization is fully authorized to do so.

7. INSURANCE; INDEMNITY.

a. At all times relevant to the performance of this Agreement, Organization shall maintain insurance coverages in at least the following amounts, which shall be properly filed and approved by the Kentucky Department of Insurance. Evidence of such coverage shall be made available to LFUCG upon request. General Liability ($1 million per occurrence, $2 million aggregate or $2 million combined single limit); Commercial Automobile Liability (combined single, $1 million per

occurrence) only if Organization utilizes automobiles in the performance of this Agreement; (if applicable) Professional Liability ($1 million per occurrence, $2 million aggregate); Worker's Compensation (Statutory); Employer's Liability ($1 million); and Excess/Umbrella Liability (2 million per occurrence).

b. Organization shall indemnify, defend and hold harmless LFUCG and its elected and appointed officials, employees, agents, volunteers, and successors in interest, from and against any and all liability, damages, and losses, including but not limited to: demands, claims, liens, suits, notices of violation from governmental agencies, 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 Organization's performance of, or breach of this 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 Organization or its officials, employees, or agents; and (b) not caused solely by willful misconduct of LFUCG.

c. Organization understands and agrees that its obligation to defend LFUCG includes the obligation to investigate, handle, respond to, resist, provide a defense for, and defend claims, at Organization's expense, using attorneys approved in writing by the LFUCG, which approval shall not be unreasonably withheld.

d. Organization further understands and agrees that its obligation to indemnify includes, but is not limited to: attorney fees and expenses, costs of litigation, court and administrative costs, expert witness fees and expenses, judgments, fines, penalties, interest, all environmental cleanups and remediation costs of whatever kind, and any liability arising from death, injury, or damage of any kind, to any person, including employees and agents of Organization and LFUCG, and damage to, or destruction of, any property, including the property of LFUCG.

e. This provision shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this Agreement.

f. Organization understands that LFUCG is a political subdivision of the Commonwealth of Kentucky and acknowledges and agrees that LFUCG is unable to provide indemnity or otherwise save, hold harmless, or defend the Organization in any manner.

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

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

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

9. **ACCESS.** Organization shall allow LFUCG any necessary reasonable access to monitor its performance under this Agreement. Furthermore, the Organization will provide the Government with the use of the Lyric Theatre up to six times within each fiscal year, at no additional cost to the Government. Requests for use of the Lyric Theatre for a fee waiver by the Government must occur at mutually agreeable times and dates, and requests will be submitted in writing from the Government to the Organization, as needed. Programs and events that are open to the public, that are approved by the Mayor's Office, and that take place during the Organization's regular business hours (Monday – Friday, 8:00 AM – 6:00 PM) are eligible to request a fee waiver for the use of the Lyric Theatre for one event on one day. For Government approved events requesting fee waivers for events outside the Organization's regular hours, or which require the Organization to provide additional staff, technical crews, or equipment, the requesting organization or LFUCG Department will be responsible for the additional staff, crew and equipment costs.

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

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

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

13. **ANNUAL AUDIT.** Organization shall comply with the audit requirements of 200 CFR Part 200, Subpart F, if applicable. LFUCG shall also have the option to request an audit of all revenue and expenditures related to this Agreement. If such an audit is requested by LFUCG, the audit shall be conducted by independent certified public accountants at Organization's expense, who shall express an opinion as to whether or not revenue and expenditures during the year audited have conformed to state and local law and regulation. For any audit performed, including a 200 CFR Part

200 audit, a copy of the audit, or clean audit opinion letter from an independent certified public accountant, shall be submitted to LFUCG upon request.

14. INVESTMENT. Any investment of the funds received pursuant to this Agreement must fully comply with any restrictions imposed by law.

15. NO ASSIGNMENT; NO THIRD PARTY RIGHTS. Organization may not assign any of its rights and duties under this Agreement without the prior written consent of LFUCG. This Agreement does not create a contractual relationship with or right of action in favor of a third party against either Organization or LFUCG.

16. KENTUCKY LAW AND VENUE. This Agreement shall be governed in all respects by the laws of the Commonwealth of Kentucky and venue for all actions shall lie in the Circuit Court of Fayette County, Kentucky.

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

For Organization:

Lyric Theatre & Cultural Arts Center Corporation
300 East Third Street
Lexington, Kentucky 40508
Attn: Christian Adair, Executive Director
(or as otherwise designated in writing by Organization)

For Government:

Lexington-Fayette Urban County Government
200 East Main Street
Lexington, Kentucky 40507
Attn: Heather Lyons, Director, Arts & Cultural Affairs, Mayor's Office

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

19. ENTIRE AGREEMENT; AMENDMENTS. This Agreement shall constitute the entire agreement between the parties and no representations, inducements, promises or agreements, oral or otherwise, which are not embodied herein shall be effective for any purpose. This Agreement shall replace any previous agreement between the parties on the same subject matter. By mutual agreement, the parties to this Agreement may, from time to time, make written changes to any provision hereof. Organization acknowledges that LFUCG may make such changes only

upon approval of its legislative authority, the Lexington-Fayette Urban County Council, and the signature of its Mayor.

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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

BY: _____
LINDA GORTON, MAYOR

ATTEST:

_____
Abigail Allan
Clerk of the Urban County Council
DATE: _____

LYRIC THEATRE AND CULTURAL ARTS CENTER CORPORATION

BY: Wallace Barber
WALLACE BARBER, CHAIRPERSON

ATTEST:

WITNESS: Yajaira Diaz Jones
DATE: 09.19.25
KYNP68662
exp. March.14th.27

EXHIBIT "A"

Lexington/Fayette Urban County Government
Addendum for Services
Lyric Theatre & Cultural Arts Center
Scope of Work

Scope of Work for Receiving Funds
Fiscal Year 2025 (July 1, 2025 through June 30, 2026)
Lyric Theatre & Cultural Arts Center
Funded by: Lexington-Fayette Urban County Government (LFUCG)

SCOPE OF SERVICES
The Lyric Theatre & Cultural Arts Center shall perform the following services with the funds provided by LFUCG

Extension of Cultural Programming
- Act as an extension of the cultural programming initiatives of LFUCG.
- Develop, organize, and execute cultural programs that reflect and enhance the community's cultural diversity.

2. Support Facility Operations
   - Ensure the smooth operation of the facility, maintaining high standards of cleanliness, safety, and accessibility.
   - Manage the facility's programming, content, services and upgrades as necessary to provide a welcoming environment for all visitors.
3. Cultivate and Foster Community Partnerships
   - Build and strengthen strategic alliances with educational institutions, arts entities, cultural organizations, community groups, funding organizations, citizens, and marketing and promotional affiliates.
   - Engage with community stakeholders to identify opportunities for collaboration and mutual support.
4. Provide a Venue for Community Stakeholders
   - Offer a venue for community stakeholders, businesses, and organizations to present cultural entertainment, content and educational programs.
   - Host a variety of events including concerts, performing arts, plays, classes, workshops, and other cultural and educational events.
5. Present Signature Programming
   - Organize and present signature programming events such as Juneteenth Celebrations, Black History Month Events, Women's History Month events, and Pride events.
   - Ensure these events are inclusive, educational, and reflective of the community's diversity.
6. Free Facility Use for LFUCG
   - Provide the LFUCG with six free uses of the facility during regular business hours.
   - Provide LFUCG use the facility at staffing cost during weekends and evenings.

By adhering to this Scope of Services, the Lyric Theatre & Cultural Arts Center commits to fulfilling its obligations under the funding agreement with the Lexington-Fayette Urban County Government, thereby contributing to cultural enrichment and community development and wellness and the city government mission by working in partnership with the community to provide a safe and secure environment, excellent customer service, a vibrant organization, and economic opportunity empowering all to thrive.

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0926-25

File ID:	0926-25	**Type:**	Agenda Item	**Status:**	Agenda Ready
Version:	1	**Contract #:**		**In Control:**	Mayor's Office
				File Created:	09/22/2025
File Name:	RESOLUTION AUTHORIZING AGREEMENT WITH GREATER LEX REGIONAL ECONOMIC DEVELOPMENT COLLECTIVE			**Final Action:**	

Title: Authorization to execute an agreement with Greater Lex, Inc. to provide $320,154 to the Greater Lex Regional Economic Development Collective. The collective is a nine-county regional economic development initiative consisting of the local governments (county and city governments) in Bourbon, Clark, Fayette, Franklin, Jessamine, Madison, Montgomery, Scott and Woodford Counties. The one-year agreement is for the period of July 1, 2025 to June 30, 2026. Funds are budgeted. (L0926-25)(Atkins)

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	Greater LEX Blue Sheet September 2025, Greater LEX PSA Signed August 27 2025	**Enactment Number:**	
Deed #:		**Hearing Date:**	
Drafter:	Troy Black	**Effective Date:**	

History of Legislative File

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

Text of Legislative File 0926-25

Title

Authorization to execute an agreement with Greater Lex, Inc. to provide $320,154 to the Greater Lex Regional Economic Development Collective. The collective is a nine-county regional economic development initiative consisting of the local governments (county and city governments) in Bourbon, Clark, Fayette, Franklin, Jessamine, Madison, Montgomery, Scott and Woodford Counties. The one-year agreement is for the period of July 1, 2025 to June 30, 2026. Funds are budgeted. (L0926-25)(Atkins)

Summary

Authorization to execute an agreement with Greater Lex, Inc. to provide $320,154 to the

Greater Lex Regional Economic Development Collective. The collective is a nine-county regional economic development initiative consisting of the local governments (county and city governments) in Bourbon, Clark, Fayette, Franklin, Jessamine, Madison, Montgomery, Scott and Woodford Counties. The one-year agreement is for the period of July 1, 2025 to June 30, 2026. Funds are budgeted. (L0926-25)(Atkins)

Budgetary Implications [select]: Yes

Advance Document Review:

Law: {Yes, Completed by [Tiffany Holskey, 9/22/2025]}

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

Fully Budgeted [select]: Yes

Account Number: 1101-136102-1365-81101

This Fiscal Year Impact: $320,154.00

Annual Impact: NA

Project:

Activity:

Budget Reference:

Current Balance: $320,154.00

MAYOR LINDA GORTON

LEXINGTON

KEVIN ATKINS
CHIEF DEVELOPMENT OFFICER

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

FROM: **KEVIN ATKINS**
CHIEF DEVELOPMENT OFFICER

DATE: **SEPTEMBER 22, 2025**

RE: **RESOLUTION AUTHORIZING AGREEMENT WITH GREATER LEX REGIONAL ECONOMIC DEVELOPMENT COLLECTIVE**

REQUEST:
Authorization to execute an agreement with Greater Lex, Inc. to provide $320,154 in funding to the Greater Lex Regional Economic Development Collective. The collective is a nine-county regional economic development initiative consisting of the local governments (county and city governments) in Bourbon, Clark, Fayette, Franklin, Jessamine, Madison, Montgomery, Scott and Woodford Counties. The one-year agreement is for the period of July 1, 2025 to June 30, 2026. Either party may terminate the agreement for a material breach in performance after providing the breaching party with written notice and the opportunity to cure the breach.

WHY ARE YOUR REQUESTING:
Lexington-Fayette Urban County Government (LFUCG) is a partner in the nine-county regional economic development initiative (the Collective). The funding would provide Greater Lex, Inc., which is a Kentucky non-for-profit company, funding to manage the Collective, and the other eight counties within the region will also be providing pro rata funding toward the initiative. The goals of the Collective are to: 1) Increase the regional job, wage & GDP: 2) Increase the regional labor force; and 3) Attract state and federal funding and advocate for policy improvements to support their plan.

LFUCG annually contracts with Greater Lex, Inc. (previously through Commerce Lexington) to provide regional economic development services for the nine-county region.

WHAT IS THE COST IN THIS BUDGET YEAR AND FUTURE BUDGET YEARS?

The cost for FY2026 is:	$320,154
The cost for future FY is:	N/A

ARE THE FUNDS BUDGETED: The funds are budgeted
ACCOUNT NUMBER: 1101-136102-1365-81101

DIRECTOR/COMMISSIONER: Kevin Atkins

AGREEMENT

THIS AGREEMENT, made and entered into on the _____ day of _____ 2025, by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the COMMONWEALTH OF KENTUCKY created pursuant to KRS Chapter 67A ("Lexington"), 200 East Main Street, Lexington, Kentucky 40507, and **GREATER LEX, INC.**, a Kentucky non-profit corporation, ("Greater Lex") with offices located at 330 East Main Street, Suite 100, Lexington, Kentucky.

W I T N E S S E T H:

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

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

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

WHEREAS, the Lexington-Fayette Urban County Government invested $322,000.00 for the Initiative for Fiscal Year 2025; and

WHEREAS, the Lexington-Fayette Urban County Government desires to further invest $320,154.00 for the Initiative for Fiscal Year 2026; and

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

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

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

1. This Agreement shall commence on July 1, 2025 and shall last until June 30, 2026.

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

3. Lexington shall provide Greater Lex with Three Hundred and Twenty Thousand and One Hundred Fifty-Four Dollars and 00/100 Cents ($320,154.00) (""Funds") in funding for the Initiative, contingent upon the final approval by the Urban County Council of the Lexington-Fayette Urban County Government's Fiscal Year 2026 budget, which

6. If Exhibit B shows that the remaining eight participating counties in the nine-county region, excluding Fayette County, did not provide their full pro rata funding based on their population size in accordance with Exhibit B, Lexington will make final payment based on the percentage of the remaining eight counties' required combined contribution that was actually provided as of May 1, 2026. Notwithstanding the foregoing, if the above mentioned percentage is not equal to or greater than fifty percent (50%), Lexington shall have the option to withhold the remaining fifty percent (50%) of the Funds.

7. Greater Lex shall not require membership in Commerce Lexington or any other regional chamber or organization to participate. Upon notification of any such requirement for membership, this Agreement and Organization's services to Lexington shall automatically become void.

8. No later than January 1, 2026 Greater Lex shall provide to the CDO a full listing of the Greater Lex Executive Board and Full Board of Directors including their government or private sector employer and job title.

9. At the call of the Chair, Greater Lex shall provide the Lexington Economic Development Investment Board and the Urban County Council Budget, Finance and Economic Development Committee with an annual organization budget update once it has been approved by the Greater Lex board. Greater Lex will also provide Lexington with regular progress updates on the program pursuant to this Agreement on at least a semi-annual basis to the Lexington Economic Development Investment Board and shall appear before the Urban County Council or any of its committees to provide progress updates upon Lexington's reasonable request. Greater Lex shall also complete the

must be spent on Lexington's behalf in a manner consistent with paragraph 4 and the attached Exhibit A (Scope of Work), unless otherwise agreed to by the parties. Greater Lex agrees that the Funds provided under this Agreement shall be used only for local economic development and workforce development efforts of the project. No funds provided under this Agreement shall be expended on administrative costs. 4. The Initiative is a collaboration between governmental and economic development partners across the Bluegrass on the following non-excusive list of priorities:

a) Emphasizing strategies to increase workforce participation in the region;

b) Improving availability and affordability of housing for the region;

c) Developing new leaders and engage more people in regional collaboration efforts;

d) Working within the region to have a supply of shovel-ready sites for economic development projects;

e) Investing more regionally in workforce/job training efforts;

f) Emphasizing on infrastructure improvements; and

g) Providing more work experience for students in the region.

5. Lexington shall provide fifty percent (50%) of the Funds upon execution of this Agreement and a submitted invoice. Greater Lex shall provide a fully executed Exhibit B, which is incorporated herein by reference as if fully stated, by December 31, 2025 and May 1, 2026. If Exhibit B shows that the remaining eight participating counties in the nine-county region, excluding Fayette County, provided their full pro rata funding based on their population size in accordance with Exhibit B by May 1, 2026, Lexington shall provide the remaining fifty percent (50%) of the Funds.

reports provided as the attached Exhibits B, C, and D and provide to Lexington by December 31, 2025 and May 1, 2026.

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

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

12. Greater Lex shall keep itself fully informed of all national and state laws and all municipal ordinances and regulations in any manner affecting the work or performance of this Agreement, and shall at all times observe and comply with such laws, ordinances and regulations, whether or not such laws, ordinances or regulations are mentioned herein, and shall indemnify Lexington, its officers, agents and employees against any claim or liability arising from and based on Greater Lex's violation of any such laws, ordinances or regulations. This indemnification provision shall survive the termination or expiration of this Agreement.

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

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

15. Greater Lex shall provide equal opportunity in employment for all qualified persons, shall prohibit discrimination in employment because of race, color, creed, national origin, sex, age, sexual orientation or gender identity, or handicap, shall promote equal employment through a positive, continuing program of equal employment, and shall cause any agency receiving funds provided pursuant to this Agreement to do so. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.

16. Greater Lex represents that is has adopted, or will adopt, a written sexual harassment policy, which shall, at a minimum, contain a statement of current law; a list of prohibited behaviors; a complaint process; and a procedure which provides for a confidential investigation of all complaints. The policy shall be made available to Lexington upon request.

17. Lexington may designate such persons as may be necessary to monitor and evaluate the services rendered hereunder by Greater Lex. Lexington, its agents and employees, shall, at all times, have unrestricted access to all places where or in which the services required hereunder are being carried on and conducted. Inspection and

monitoring of the work by these authorities shall in no manner be presumed to relieve in any degree the responsibility or obligations of Greater Lex.

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

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

For Organization: Greater Lex, Inc.
c/o President
330 East Main Street
Suite 100
Lexington, Kentucky 40507
Attn: Andi Johnson (or as otherwise designated in writing)

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

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

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

22. If any term or provision of this Agreement shall be found to be illegal or unenforceable, this Agreement shall remain in full force and such term or provision shall be deemed stricken.

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

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

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

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

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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

BY: _____
LINDA GORTON

ATTEST:

_____
Abigail Allan
URBAN COUNTY COUNCIL CLERK

GREATER, LEX, INC.

BY: _____

Daryl Smith, Board Chair

COMMONWEALTH OF KENTUCKY)
)
COUNTY OF FAYETTE)

The Agreement was subscribed, sworn to and acknowledged before me by ~~Stephen R. Byars~~ Daryl Smith, as Board Chair of Greater Lex, Inc., on this the 27 day of August, 2025.

My commission expires: 2/17/2029

_____
NOTARY PUBLIC, STATE AT LARGE, KY

Dawn Pope Flickinger
NOTARY PUBLIC
Commonwealth of Kentucky
Commission Number KYNP97005
My Commission Expires 02/17/2029

EXHIBIT A

Lexington/Fayette Urban County Government
Addendum for Services
Greater LEX

Scope of Work

As part of the administration of the Greater LEX initiative, Greater LEX will:

- Work with regional governmental and economic development partners across the 9-county Bluegrass region on the following non-exclusive list of priorities:
  1. Emphasizing strategies to increase workforce participation in the region
  2. Improving availability and affordability of housing in the region
  3. Developing new leaders and engage more people in regional collaboration efforts
  4. Working within the region to have a supply of shovel ready sites for economic development projects
  5. Investing more regionally in workforce/job training efforts
  6. Emphasizing on infrastructure improvements
  7. Providing more work experience for students in the region
- Provide a semi-annual program status report to the Lexington Economic Development Investment Board on the Program
- Provide an update as requested by the Chair of the Lexington-Fayette Urban County Council Budget, Finance & Economic Development Committee
- Provide a final comprehensive report to the Lexington-Fayette Urban County Council Budget, Finance & Economic Development Committee and the Chief Development Officer within forty-five (45) days after the final report/completion of the initiative's work for fiscal year 2026 (July 1, 2025 – June 30, 2026).

4924-2073-0442, v. 1

GREATER LEXINGTON REGIONAL ECONOMIC DEVELOPMENT PLAN CONTRIBUTIONS EXHIBIT B			
COUNTY	**2020 POPULATION**	**GOVERNMENT FUNDS RECEIVED FY2026 DECEMBER 31, 2025**	**GOVERNMENT FUNDS RECEIVED FY2026 MAY 1, 2026**
Bourbon County	20,300		
Clark County	36,871		
Fayette County	322,570		
Franklin County	51,600		
Jessamine County	53,626		
Madison County	93,135		
Montgomery County	28,200		
Scott County	60,149		
Woodford County	27,450		
REGION TOTAL	**693,901**		

Government funding received as of the end date for each column shall only include funding from local city and county governments. Amounts shall not include any non-government funding or money pledged and not yet received.

REGIONAL FUNDING GOVERNMENTAL & PRIVATE SOURCES			
REGIONAL TOTAL FUNDING	**REC AP FY2025 RECEIVED (July 1, 2024 to June 30, 2025)**	**FY 2026 RECEIVED (July 1, 2025 - December 31, 2025)**	**FY2026 RECEIVED (July 1, 2025 - June 30, 2026)**
City/County Government Funding			
Private Sector Funding			
Quasi Government Funding			
Total All Funding			

GREATER LEX ECONOMIC DEVELOPMENT DATA
EMPLOYMENT DATA
EXHIBIT C

GREATER LEXINGTON CIVILIAN LABOR FORCE (ANNUAL DATA) 2022 - 2025

	Annual 2022	Annual 2023	Annual 2024	2022 - 2024 DIFFERENCE	AVERAGE CHANGE
Bourbon County	9,894	9,805	10,142	248	82.67
Clark County	17,256	17,590	17,981	725	241.67
Fayette County	170,095	172,017	175,744	5,649	1,883.00
Franklin County	24,605	25,162	26,229	1,624	541.33
Jessmaine County	26,113	26,821	27,433	1,320	440.00
Madison County	43,551	44,510	45,899	2,348	782.67
Montgomery County	12,624	12,371	12,354	(270)	(90.00)
Scott County	30,113	31,026	31,710	1,597	532.33
Woodford County	14,647	14,710	15,157	510	170.00
GREATER LEX	**350,920**	**356,035**	**364,673**	**13,753**	**4,584.33**

**Source of Employment Data Shall Be KYSTATS*

	Annual 2025	Change 2024 - 2025	Change From 2022-2024 Average
Bourbon County			
Clark County			
Fayette County			
Franklin County			
Jessamine County			
Madison County			
Montgomery County			
Scott County			
Woodford County			
GREATER LEX			

**Source of Employment Data Shall Be KYSTATS*

Based on the above chart please list the civilian labor force growth by county in the Greater LEX region and show any that are above the average for previous years in the chart above.

GREATER LEXINGTON EMPLOYMENT (ANNUAL DATA) 2022 - 2025

	Annual 2022	Annual 2023	Annual 2024	2022 - 2024 DIFFERENCE	AVERAGE CHANGE
Bourbon County	9,542	9,448	9,797	255	85.00
Clark County	16,614	16,895	17,128	514	171.33
Fayette County	164,604	165,942	168,371	3,767	1,255.67
Franklin County	23,729	24,220	25,033	1,304	434.67
Jessmaine County	25,221	25,834	26,225	1,004	334.67
Madison County	41,828	42,640	43,618	1,790	596.67
Montgomery County	12,069	11,790	11,660	(409)	(136.33)
Scott County	29,157	29,942	30,365	1,208	402.67
Woodford County	14,187	14,227	14,565	378	126.00
GREATER LEX	**338,973**	**342,961**	**348,786**	**9,813**	**3,271.00**

**Source of Employment Data Shall Be KYSTATS*

	Annual 2025	Change 2024 - 2025	Change From 2022-2024 Average
Bourbon County			
Clark County			
Fayette County			
Franklin County			
Jessamine County			
Madison County			
Montgomery County			
Scott County			
Woodford County			
GREATER LEX			

**Source of Employment Data Shall Be KYSTATS*

Based on the above information please detail how the work of Greater LEX is increasing (above average) the annual actual employment in the Greater LEX region. If the amounts are not above average please detail future actions to reach the stated goal of growing employent totals.

GREATER LEXINGTON AVERAGE WEEKLY WAGES (ANNUAL DATA) 2022 - 2026

	Annual Q1 2022	Annual Q1 2023	Annual Q1 2024	2022 - 2024 DIFFERENCE	AVERAGE CHANGE
Bourbon County	882	964	1,000	118	39.33
Clark County	935	1,025	1,060	125	41.67
Fayette County	1,120	1,224	1,258	138	46.00
Franklin County	996	1,089	1,155	159	53.00
Jessmaine County	894	985	1,049	155	51.67
Madison County	857	963	1,075	218	72.67
Montgomery County	802	909	919	117	39.00
Scott County	1,023	1,162	1,280	257	85.67
Woodford County	899	980	1,001	102	34.00
GREATER LEX	**8,408**	**9,301**	**9,797**	**1,389**	**463.00**

**Source of Employment Data Shall Be KYSTATS*

	Annual Q1 2025	Change 2024 - 2025	Annual Q1 2026	Change 2025-2026	2025-2026 Avg Change From 2022-2024 Avg
Bourbon County					
Clark County					
Fayette County					
Franklin County					
Jessamine County					
Madison County					
Montgomery County					
Scott County					
Woodford County					
GREATER LEX					

**Source of Employment Data Shall Be KYSTATS*

Based on the above chart please list the quarer one information for 2025 and show average weekly wage growth by county in the Greater LEX region and show any that are above the average based on prior years. If the average is below that of previous years list below what efforts Greater LEX will lead to increas the wage average.

GREATER LEXINGTON TOTAL WAGES 2022 - 2026

	Annual Q1 2022	Annual Q1 2023	Annual Q1 2024	2022 - 2024 Difference	Average Change
Bourbon County	78,177,074	85,254,296	89,596,220	11,419,146	3,806,382.00
Clark County	159,842,459	177,338,919	185,784,223	25,941,764	8,647,254.67
Fayette County	2,784,270,405	3,169,331,124	3,315,932,768	531,662,363	177,220,787.67
Franklin County	410,926,317	464,642,302	512,176,350	101,250,033	33,750,011.00
Jessmaine County	204,163,528	231,611,700	249,247,616	45,084,088	15,028,029.33
Madison County	362,141,069	439,576,741	509,736,217	147,595,148	49,198,382.67
Montgomery County	113,082,776	127,202,948	126,968,133	13,885,357	4,628,452.33
Scott County	372,438,385	431,783,341	497,008,464	124,570,079	41,523,359.67
Woodford County	100,707,574	118,726,764	122,552,400	21,844,826	7,281,608.67
GREATER LEX	**4,585,749,587**	**5,245,468,135**	**5,609,002,391**	**1,023,252,804**	**341,084,268.00**

**Source of Employment Data Shall Be KYSTATS*

Based on the above chart please list the quarer one information for 2026 and show total wage growth by county in the Greater LEX region and show any that are above the average based on prior years. If the average is below that of previous years list below what efforts Greater LEX will lead to increas the wage totals.

	Annual Q1 2025	Change 2024 - 2025	Annual Q1 2026	Change 2025-2026	2025-2026 Avg Change From 2022-2024 Avg
Bourbon County					
Clark County					
Fayette County					
Franklin County					
Jessamine County					
Madison County					
Montgomery County					
Scott County					
Woodford County					
GREATER LEX					

**Source of Employment Data Shall Be KYSTATS*

Based on the above chart please list the quarer one information for 2026 and show total wage growth by county in the Greater LEX region and show any that are above the average based on prior years. If the average is below that of previous years list below what efforts Greater LEX will lead to increas the wage totals.

EXHIBIT D

GREATER LEX REGIONAL ECONOMIC DEVELOPMENT PLAN
GOAL & ACTIVITY UPDATE
EXHIBIT D

Federal funding applied for or received by Greater LEX during the current fiscal (July 1, 2025 - June 30, 2026). List funds applied for or received and funding status.

Policies advocated for at the federal or state level on behlaf of the busines climate in the region (July 1, 2025 - June 30, 2026). How do these policies directly or indirectly impact Lexington? Are these policies in aligment with the efforts of LFUCG.

Policies advocated for at the federal of state level on behalf of housing affordability in the region (July 1, 2025 - June 30, 2026. How do these policies directly or indirectly impact Lexington? Are these policies in alignment with the efforts of LFUCG?

Status of the regional economic development efforts being led by Greater LEX. List the objective efforts by item and the status or results achieved during the current fiscal year (July 1, 2025 - June 30, 2026). How have those efforts directly impacted LFUCG?

Status of the reigonal economic development efforts being led by Greater LEX. List the objective efforts by item and the state of results achieved during the current fiscal year (July 1, 2025 - June 30, 2026). How have those efforts directly impacted LFUCG?

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0927-25

File ID:	0927-25	**Type:**	Agenda Item	**Status:**	Agenda Ready
Version:	1	**Contract #:**		**In Control:**	Police
				File Created:	09/23/2025
File Name:	Idemia Identity & Security USA LLC - Maintenance and Support Agreement / Sole Source Certification			**Final Action:**	

Title: Authorization to reestablish Idemia Identity & Security USA LLC as a sole source vendor and accept the attached Maintenance and Support Agreement extension, which allows for the maintenance and support on the MorphoBis Latent Expert Workstation, an automated fingerprint identification system, for the period of November 18, 2025 - November 17, 2026. At a cost of $11,358. Funds are budgeted. (L0927-25) (Weathers/Armstrong)

Notes: RIO 9/26/2025.MS

Sponsors:		**Enactment Date:**	
Attachments:	Cover Memo - Idemia Identity & Security USA LLC.pdf, Idemia Identity & Security USA LLC - Maintenance and Support Agreement (Extension).pdf, SOLE SOURCE CERTIFICATION - Idemia.pdf	**Enactment Number:**	
Deed #:		**Hearing Date:**	
Drafter:	Renita Happy	**Effective Date:**	

History of Legislative File

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

Text of Legislative File 0927-25

Title

Authorization to reestablish Idemia Identity & Security USA LLC as a sole source vendor and accept the attached Maintenance and Support Agreement extension, which allows for the maintenance and support on the MorphoBis Latent Expert Workstation, an automated fingerprint identification system, for the period of November 18, 2025 - November 17, 2026. At a cost of $11,358. Funds are budgeted. (L0927-25)(Weathers/Armstrong)

Summary

Authorization to reestablish Idemia Identity & Security USA LLC as a sole source vendor

and accept the attached Maintenance and Support Agreement extension, which allows for the maintenance and support on the MorphoBis Latent Expert Workstation, an automated fingerprint identification system, for the period of November 18, 2025 - November 17, 2026. At a cost of $11,358. Funds are budgeted. (L0927-25)(Weathers/Armstrong)

Budgetary Implications: YES
Advance Document Review:

Law: Yes, David Barberie, September 17, 2025

Risk Management: No

Fully Budgeted: Yes
Account Number: 1101-505506-5561-76102
Year Impact: $11,358.00
Annual Impact: $ -0-
Project:
Activity:
Budget Reference:
Current Balance: $417,421.50

MAYOR LINDA GORTON

LEXINGTON

LAWRENCE WEATHERS
CHIEF
LEXINGTON POLICE DEPT.

TO: Mayor Linda Gorton
Urban County Council

Lawrence B. Weathers

FROM: Chief Lawrence B. Weathers
Lexington Police Department

CC: Commissioner Kenneth Armstrong
Department of Public Safety

DATE: September 23, 2025

SUBJECT: Idemia Identity & Security USA LLC -
Maintenance and Support Agreement & Sole Source Certification

---

Request
Authorization to reestablish Idemia Identity & Security USA LLC as a sole source vendor and accept the attached Maintenance and Support Agreement extension.

Why are you requesting?
This agreement allows for the maintenance and support on the MorphoBis Latent Expert Workstation, an automated fingerprint identification system, effective November 18, 2025 – November 17, 2026. This is also to reestablish Idemia Identity & Security USA LLC as a sole source vendor. The attached agreement requires Mayor Gorton's signature.

What is the cost in this budget year and future budget years?
Funds for this purchase are budgeted - $11,358 (includes Software Support, On-Site Hardware Support and Parts Support)

Are the funds budgeted? Yes – 1101-505506-5561-76102

File Number: 0927-25

Director/Commissioner: **Lawrence B. Weathers, Chief**
Lexington Police Department

LBW/rmh

14 Crosby Dr., 2nd Flr.,
Bedford, MA 01730
Tel: (978) 215-2400

September 9, 2025

LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT
150 East Main Street
Lexington, KY 40507

RE: Extension to Maintenance and Support Agreement # 003241-002

By means of this letter, Idemia Identity & Security USA LLC ("IDEMIA" or "Seller") hereby extends **LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT** Maintenance and Support Agreement for the period **November 18, 2025** through **November 17, 2026.**

All terms and conditions of the original agreement shall remain in full force and effect.

Please indicate acceptance of this extension by signing in the acceptance block below and returning it to my attention via Email at Kimberly.Lindahl@us.idemia.com at your soonest convenience.

IDEMIA I&S appreciates the opportunity to present this quote, which will remain valid for 90 calendar days from the quote date, after which availability and / or prices are subject to change.

If you have any questions or need further clarification, please contact me at (630) 347-1194 or e-mail Kimberly.Lindahl@us.idemia.com. Thank you in advance.

Thank you,

Kimberly J. Lindahl (Dullinger)
Maintenance Agreement Specialist II
Idemia Identity & Security USA LLC

Accepted by:

IDEMIA IDENTITY & SECURITY USA LLC	**LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT**
Signed by: _____	Signed by: _____
Printed Name: Christian Henry	Printed Name: _____
Title: Sr. Vice President	Title: _____
Date: September 9, 2025	Date: _____

Please note this is not an invoice. An invoice will be provided after receipt of the signed document or purchase order.

Exhibit A: Description of Covered Products

MAINTENANCE AND SUPPORT AGREEMENT NO. **SA # 003241-002**

CUSTOMER: **LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT**

The following table lists the Products under maintenance coverage:

Product	Description	Node	Qty
Workstation	MorphoBIS latent expert	KYLFMLE001	1

ADDITIONAL TERMS

END OF LIFE

IDEMIA develops, manufactures, licenses and offers high technology products and services. In the ordinary course of its product development life cycle, IDEMIA will declare certain products as obsolete and end-of-life ("EOL"). In the event that IDEMIA determines that a product is EOL, IDEMIA shall endeavor to provide its customer with at least twelve (12) months advanced notice of the EOL date. Such notice shall include the planned last purchase order date and last shipment date for the EOL product. At the time that IDEMIA provides its customers with such EOL notice, IDEMIA shall further endeavor to provide its customer with notice of IDEMIA's intent to offer a next version of the product, or a new or substitute product or service with the same or similar functionality to the EOL product. IDEMIA's product EOL notice shall also include the planned period for any continued technical support of the EOL product. During any continued technical support period, IDEMIA will continue to use commercially reasonable efforts to repair the EOL product based on availability of parts and availability of trained technical support, however, IDEMIA does not warrant performance of the EOL product and IDEMIA will not prepare any further updates or maintenance fixes for the EOL product.

PRICE INCREASE

Price Protection. On the Effective Date of each year during the Term, either Party may notify the other in writing of any desired change in the price of any of the Products as a result of an increase or decrease in IDEMIA's actual costs in the maintenance and support of the Products. After a Party has received such notice, if such Party does not accept any or all of such price changes, IDEMIA and Customer shall negotiate in good faith for a period not to exceed ten (10) days. In the absence of agreement regarding any proposed price changes, the prices shall remain unchanged pending resolution pursuant the executive escalation. Any mutually agreed-upon change in the price for the Products will be documented in writing signed by Customer and IDEMIA and will be implemented on the date agreed by the Parties.

Inflation Adjustment. The Services prices identified above shall be adjusted for inflation on an annual basis during the term of this Agreement based upon the Consumer Price Index (CPI) appropriate for these Products and Services as of the Effective Date of the parties Agreement.

Exhibit B: Maintenance and Support Agreement - Number SA # 003241-002

This Support Plan is a Statement of Work that provides a description of the support to be performed.

1. Services Provided. The Services provided are based on the Severity Levels as defined herein. Each Severity Level defines the actions that will be taken by Seller for Response Time, Target Resolution Time, and Resolution Procedure for reported errors. Because of the urgency involved, Response Times for Severity Levels 1 and 2 are based upon voice contact by Customer, as opposed to written contact by facsimile or letter. Resolution Procedures are based upon Seller's procedures for Service as described below.

Severity Level	Definition	Response Time	Target Resolution Time
1	Total System Failure - occurs when the System is not functioning and there is no workaround; such as a Central Server is down or when the workflow of an entire agency is not functioning.	Telephone conference within 1 hour of initial voice notification	Resolve within 24 hours of initial notification
2	Critical Failure - Critical process failure occurs when a crucial element in the System that does not prohibit continuance of basic operations is not functioning and there is usually no suitable work-around. Note that this may not be applicable to intermittent problems.	Telephone conference within 3 Standard Business Hours of initial voice notification	Resolve within 7 Standard Business Days of initial notification
3	Non-Critical Failure - Non-Critical part or component failure occurs when a System component is not functioning, but the System is still useable for its intended purpose, or there is a reasonable workaround.	Telephone conference within 6 Standard Business Hours of initial notification	Resolve within 180 days in a Seller-determined Patch or Release.
4	Inconvenience - An inconvenience occurs when System causes a minor disruption in the way tasks are performed but does not stop workflow.	Telephone conference within 2 Standard Business Days of initial notification	At Seller's discretion, may be in a future Release.
5	Customer request for an enhancement to System functionality is the responsibility of Seller's Product Management.	Determined by Seller's Product Management.	If accepted by Seller's Product Management, a release date will be provided with a fee schedule, when appropriate.

1.1 Reporting a Problem. Customer shall assign an initial Severity Level for each error reported, either verbally or in writing, based upon the definitions listed above. Because of the urgency involved, Severity Level 1 or 2 problems must be reported verbally to the Seller's call intake center. Seller will notify the Customer if Seller makes any changes in Severity Level (up or down) of any Customer-reported problem.

1.2 Seller Response. Seller will use best efforts to provide Customer with a resolution within the appropriate Target Resolution Time and in accordance with the assigned Severity Level when Customer allows timely access to the System and Seller diagnostics indicate that a Residual Error is present in the Software. Target Resolution Times may not apply if an error cannot be reproduced on a regular basis on either Seller's or Customer's Systems. Should Customer report an error that Seller cannot reproduce, Seller may enable a detail error capture/logging process to monitor the System. If Seller is unable to correct the reported Residual Error within the specified Target Resolution Time, Seller will escalate its procedure and assign such personnel or designee to correct such Residual Error promptly. Should Seller, in its sole discretion, determine that such Residual Error is not present in its Release, Seller will verify: (a) the Software operates in conformity to the System Specifications, (b) the Software is being used in a manner for which it was intended or designed, and (c) the Software is used only with approved hardware or software. The Target Resolution Time shall not commence until such time as the verification procedures are completed.

1.3 Error Correction Status Report. Seller will provide verbal status reports on Severity Level 1 and 2 Residual Errors. Written status reports on outstanding Residual Errors will be provided to System Administrator on a monthly basis.

2. Customer Responsibility.

2.1 Customer is responsible for running any installed anti-virus software.

2.2 Operating System ("OS") Upgrades. Unless otherwise stated herein, Customer is responsible for any OS upgrades to its System. Before installing any OS upgrade, Customer should contact Seller to verify that a given OS upgrade is appropriate.

3. Seller Responsibility.

3.1 Anti-virus software. At Customer's request, Seller will make every reasonable effort to test and verify specific anti-virus, anti-worm, or anti-hacker patches against a replication of Customer's application. Seller will respond to any reported problem as an escalated support call.

3.2 Customer Notifications. Seller shall provide access to (a) Field Changes; (b) Customer Alert Bulletins; and (c) hardware and firmware updates, as released and if applicable.

3.3 Account Reviews. Seller shall provide annual account reviews to include (a) service history of site; (b) downtime analysis; and (c) service trend analysis.

3.4 Remote Installation. At Customer's request, Seller will provide remote installation advice or assistance for Updates.

3.5 Software Release Compatibility. At Customer's request, Seller will provide: (a) current list of compatible hardware operating system releases, if applicable; and (b) a list of Seller's Software Supplemental or Standard Releases

3.6 On-Site Correction. Unless otherwise stated herein, all suspected Residual Errors will be investigated and corrected from Seller's facilities. Seller shall decide whether on-site correction of any Residual Error is required and will take appropriate action.

4. Compliance to Local, County, State and/or Federal Mandated Changes. *(Applies to Software and interfaces to those Products)* Unless otherwise stated herein, compliance to local, county, state and/or federally mandated changes, including but not limited to IBR, UCR, ECARS, NCIC and state interfaces are not part of the covered Services.

(The below listed terms are applicable only when the Maintenance and Support Agreement includes (a) Equipment which is shown on the Description of Covered Products, Exhibit A to the Maintenance.)

5. On-site Product Technical Support Services. Seller shall furnish labor and parts required due to normal wear to restore the Equipment to good operating condition.

5.1 Seller Response. Seller will provide telephone and on-site response to Central Site, defined as the Customer's primary data processing facility, and Remote Site, defined as any site outside the Central Site, as shown in Support Plan Options and Pricing Worksheet.

5.2 At Customer's request, Seller shall provide continuous effort to repair a reported problem beyond the PPM. Provided Customer gives Seller access to the Equipment before the end of the PPM, Seller shall extend a two (2) hour grace period beyond PPM at no charge. Following this grace period, any additional on-site labor support shall be invoiced on a time and material basis at Seller's then current rates for professional services.

Exhibit C: Support Plan Options and Pricing Worksheet

Maintenance and Support Agreement # 003241-002 **Date** September 9, 2025

New Term Effective **Start** November 18, 2025 **End** November 17, 2026

For support on covered products, please contact Technical Help Desk at (800) 734-6241
or email at: AnaheimCSCenter@us.idemia.com

STANDARD SUPPORT

☒ ***Advantage*** **– Software Support**

- ♦ Telephone Response: 2 Hour
- ♦ Remote Dial-In Analysis
- ♦ Unlimited Telephone Support
- ♦ Standard Releases & Updates
- ♦ Software Customer Alert Bulletins
- ♦ Automatic Call Escalation
- ♦ Supplemental Releases & Updates
- ♦ 8 a.m. – 5 p.m. Monday to Friday PPM

☒ **On-Site Hardware Support**

- ♦ 8 a.m. – 5 p.m. Monday to Friday PPM
- ♦ Next Day PPM On-site Response
- ♦ Hardware Vendor Liaison
- ♦ Defective Parts Replacement
- ♦ Escalation Support
- ♦ Hardware Customer Alert Bulletins
- ♦ Hardware Service Reporting
- ♦ Product Repair
- ♦ Equipment Inventory Detail Management

☒ **Parts Support**

- ♦ Parts Ordered & Shipped Next Business Day
- ♦ Parts Customer Alert Bulletins

** If customer is providing their own on-site hardware support, the following applies:*

- ➢ Customer Orders & Replaces Parts
- ➢ Telephone Technical Support for Parts Replacement Available

ADDITIONAL OPTIONS

☐ **Users Conference Attendance** ($5,172.00 per Attendee) Year: 2025 Number Attendees Requested

Included in Registration Fee:

- Conference Registration
- Attendee package upon arrival
- All sessions and training listed on the agenda
- Social events listed on the agenda
- Meals and breaks listed on the agenda
- Hotel room from Monday arrival through Friday morning checkout
- Round trip air travel
- Ground transportation between the conference airport and the conference hotel

Not included in Registration Fee:

- Transportation fee to/from your home town airport
- Airport parking fees in your home town
- Meals during your travel
- Meals outside those included in the conference
- Airline baggage fees
- In-room expenses such as pay-per-view, mini-bar, room service, and any other hotel incidentals
- Extra days before or after the conference

$ _____

GRAND TOTAL*: **$ 11,358.00**

*Exclusive of taxes if applicable

PLEASE PROVIDE A COPY OF YOUR CURRENT TAX EXEMPTION CERTIFICATE (if applicable)
Please note this is not an invoice. An invoice will be provided after receipt of the signed document.

JUSTIFICATION FOR SOLE SOURCE CERTIFICATION

Sole Source Purchases are defined clearly, based upon a legitimate need, and are limited to a single supplier. Sole source purchases are normally not allowed except when based upon strong technological grounds such as operational compatibility with existing equipment and related parts or upon a clearly unique and/or cost effective feature requirement. The use of sole source purchases must be justified and shall be limited only to those specific instances in which compatibility or technical performance needs are being satisfied.

Sole Source Services are defined as a service provider providing technical expertise of such a unique nature that the service provider is clearly and justifiably the only practicable source available to provide the service. The justification shall be based on the uniqueness of the service, sole availability at the location required, or warranty or defect correction service obligations of the service provider.

This form must be filled out for the request to purchase any good or non-professional service that requires a competitive procurement process (informal quotes ($1001-$10,000), formal quotes ($10,001 - $19,999.99), or formal bid ($20,000 or more) as defined in the LFUCG's Purchasing Manual. This form must be completed in its entirety and attached to the purchase requisition.

Note: Sole Source Purchase requests for goods exceeding $20,000 will require approval by the Urban County Council by submitting an Administrative Review Form. A copy of this form must be signed off by Central Purchasing and attached to the Administrative Review Form.

Requesting Division

Name Lieutenant Chris Sizemore Division/Dept: Police / Public Safety

Phone: 859-258-3541 Email csizemore@lexingtonpolice.ky.gov

Type of Purchase: (✓) Goods/Materials/Equipment ( ) Services

Cost: $11358.00

Sole Source Request for the Purchase of: MorphoBIS Latent Expert Workstation Maintenance Agreement.

One Time Purchase

✓ To Establish Sole Source Provider Contract (subject to annual review and approval by Central Purchasing and/or Urban County Council)

Vendor Information

Business Name: IDEMIA

Contact Name: Kimberly Lindahl

Address: 11951 Freedom Dr. Suite 1800, Reston, VA 20190

Phone: 630-347-1194 Email: kimberly.lindahl@us.idemia.com

STATEMENT OF NEED: (Add additional pages as needed)

JUSTIFICATION FOR SOLE SOURCE CERTIFICATION

My division/department's recommendation for sole source is based upon an objective review of the product/service required and appears to be in the best interest of the LFUCG. I know of no conflict of interest on my part, and I have no personal involvement in any way with this request. No gratuities, favors, or compromising actions have taken place. Neither has my personal familiarity with particular brands, types of equipment, materials, persons or firms been a deciding influence on my request to sole source this purchase when there are other known suppliers to exist.

1. **Describe the product or service and list the necessary features this product provides that are not available from any other option.**

The MorphoBis Latent Expert Workstation is the computer terminal and related hardware that is the interface to the Automated Fingerprint Identification System (AFIS) managed by the Kentucky State Police. KSP determines the system used, and only this specific system is compatible with the state network.

2. **Below are eligible reasons for sole source. Check one and describe.**

✓ Licensed or patented product or service. No other vendor provides this. Warranty or defect correction service obligations to the consultant. Describe why it is mandatory to use this licensed or patented product or service.

☐ Existing LFUCG equipment, inventory, custom-built information system, custom-built data inventory system, or similar products or programs. Describe. If product is off-the-shelf, list efforts to find other vendors (i.e. web site search, contacting the manufacturer to see if other dealers are available to service this region, etc.)

☐ Uniqueness of the service. Describe.

X The LFUCG has established a standard for this manufacturer, supplier, or provider and there is only one vendor. Attach documentation from manufacturer to confirm that only one dealer provides the product.

☐ Factory-authorized warranty service available only from this single dealer. Sole availability at the location required. Describe: Leica has unique re-calibration equipment needed to service this particular 3D scanner.

☐ Used item with bargain price (describe what a new item would cost). Describe.

☐ Other – The above reasons are the most common and established causes for an eligible sole source. If you have a different reason, please describe:

-

_____

_____

JUSTIFICATION FOR SOLE SOURCE CERTIFICATION

3. **Describe efforts to find other vendors or consultants (i.e. phone inquires, web site search, contacting the manufacturer to see if other dealers are available to service region, etc.).**

IDEMIA has advised that they do not use outside vendors for their product or support. Internet research has been conducted to confirm this.

4. **How was the price offered determined to be fair and reasonable?**
(Explain what the basis was for comparison and include cost analyses as applicable.)

The price for this maintenance agreement is consistent with maintenance agreements for similar systems.

5. **Describe any cost savings realized or costs avoided by acquiring the goods/services from this supplier.**

There are no specific cost savings realized as there are no other options available to connect with the AFIS Network

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0929-25

File ID:	0929-25	**Type:**	Agenda Item	**Status:**	Agenda Ready
Version:	1	**Contract #:**		**In Control:**	Mayor's Office
				File Created:	09/26/2025
File Name:	Lexington JOBS Fund Incentive for Marrillia Interests, LLC			**Final Action:**	

Title: Authorization to execute a Lexington JOBS Fund Incentive Agreement with Marrillia Interest, LLC in the amount of $100,000 for the creation of at least eight (8) new full-time jobs at a mean hourly wage of at least $28, as approved by the Lexington Economic Development Investment Board. Funds are budgeted. (L0929-25)(Glasscock/Atkins)

Notes:

Sponsors:

Enactment Date:

Attachments: Bluesheet Marrillia 2025, (9.25) Exhibit C (MARRILLIA INTERESTS), (9.25) Marrillia Agreement - clean copy, (RL) EXHIBIT A (MARRILLIA INTERESTS, LLC) .2 . 4899-0248-7140, Exhibit D (MARRILLIA INTERESTS) .1 . 4914-4310-1286, Exhibit E-Guaranty Agreement (Marrillia Interests) .1 . 4935-3487-8822, Updated Jobs Fund Application CY 2025-250805 Ex B

Enactment Number:

Deed #:

Hearing Date:

Drafter: Troy Black

Effective Date:

History of Legislative File

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

Text of Legislative File 0929-25

Title

Authorization to execute a Lexington JOBS Fund Incentive Agreement with Marrillia Interest, LLC in the amount of $100,000 for the creation of at least eight (8) new full-time jobs at a mean hourly wage of at least $28, as approved by the Lexington Economic Development Investment Board. Funds are budgeted. (L0929-25)(Glasscock/Atkins)

Summary

Authorization to execute a Lexington JOBS Fund Incentive Agreement with Marrillia Interest,

LLC in the amount of $100,000 for the creation of at least eight (8) new full-time jobs at a mean hourly wage of at least $28, as approved by the Lexington Economic Development Investment Board. Funds are budgeted. (L0929-25)(Glasscock/Atkins)

Budgetary Implications [select]: Yes
Advance Document Review:

Law: { Yes, Completed by [Tiffany Holskey, 9/26/2025]}

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

Fully Budgeted [select]: Yes
Account Number: 1144-136101-0001-78103
This Fiscal Year Impact: $ 100,000
Annual Impact: N/A
Project:
Activity:
Budget Reference:
Current Balance: $808,985.36

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

FROM: **Amy Glasscock**
Director of Business Engagement

DATE: **September 26, 2025**

SUBJECT: **Lexington JOBS Fund Incentive for Marrillia Interests, LLC**

REQUEST:
Authorization to execute a Lexington JOBS Fund Incentive Agreement with Marrillia Interest, LLC in the amount of $100,000 for the creation of at least eight (8) new full-time jobs at a mean hourly wage of at least $28.

REASON FOR REQUEST:
The Lexington Economic Development Investment Board reviewed the application from Marrillia Interests, LLC at their August 12, 2025, meeting. The Board voted unanimously to approve an incentive in the amount of $100,000 to Marrillia Interests, LLC for the creation of eight (8) new full-time jobs as part of the company's expansion in Lexington.

WHAT IS THE COST IN THIS BUDGET YEAR AND FUTURE BUDGET YEARS?
The cost for this FY is: $100,000
The cost for future FY is: N/A

ARE THE FUNDS BUDGETED?
The funds are budgeted.
Account number: 1144-136101-0001-78103

DIRECTOR/COMMISSIONER: Amy Glasscock/Kevin Atkins

EXHIBIT C

PROMISSORY NOTE

Borrower: MARRILLIA INTERESTS, LLC, of 794 Manchester Street, Lexington, KY 40508 (the "Borrower")

LFUCG: Lexington-Fayette Urban County Government of 200 E. Main St, Lexington, KY, 40507 (the "LFUCG")

Principal Amount: $100,000.00 USD

1. FOR VALUE RECEIVED, the Borrower promises to repay to the LFUCG the principal advanced to Borrower pursuant to the terms of the Incentive Agreement entered into by the parties on _____, 2025, (the "Incentive Agreement"), up to the maximum sum of $100,000.00 USD, plus any penalty, interest, costs, fees, charges provided for in the Incentive Agreement.

2. Interest will be assessed at a rate of FOUR AND TWELVE HUNDREDTHS PERCENT (4.12%) of the outstanding principal per annum. However, should an Event of Default occur under the terms of the Incentive Agreement, additional interest in an amount of twelve percentage points (12%) per annum may be assessed at the sole discretion of LFUCG.

3. Should an Event of Default occur under the terms of the Incentive Agreement, the LFUCG shall have the right, in its sole discretion, to declare the entire remaining amount of the principal and interest immediately due and payable. In the case of the Borrower's default and the acceleration of the amount due by the LFUCG all amounts outstanding under this Note will bear interest of twelve percentage points (12%) per annum from the date of demand until paid.

4. If the Borrower remains in compliance with the terms of the Incentive Agreement, ten percent (10%) of the outstanding original principal amount shall be forgiven at the end of each year, beginning after the first year.

5. If the Borrower has outstanding principal at the end of year ten (10), or at any point that operations cease in Lexington-Fayette County, the Borrower shall repay the balance of the Note to the LFUCG.

6. At any time while not in default under this Note or the Incentive Agreement, the Borrower may pay the outstanding balance then owing under this Note, together with accrued interest thereon, to the LFUCG.

7. All costs, expenses, and expenditures, including and without limitation the complete legal costs incurred by the LFUCG in enforcing this Note or the Incentive Agreement as a result of any default by the Borrower, will be

DRAFT

added to the principal then outstanding and will immediately be paid by the Borrower. In the case of the Borrower's default and the acceleration of the amount due by the LFUCG all amounts outstanding under this Note will bear additional interest of twelve (12) percent per annum from the date of demand until paid.

8. If any term, covenant, condition, or provision of this Note is held by a court of competent jurisdiction to be invalid, void, or unenforceable, it is the parties' intent that such provision be reduced in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable and the remainder of the provisions of this Note will in no way be affected, impaired, or invalidated as a result.

9. This Note will be construed in accordance with and governed by the laws of the Commonwealth of Kentucky.

10. This Note will ensure to the benefit of and be binding upon the respective heirs, executors, administrators, successors, and assigns of the Borrower and the LFUCG. The Borrower waives presentment for payment, notice of non-payment, protest, and notice of protest.

IN WITNESS THEREOF, the undersigned has executed this certificate in his/her capacity as _____ of MARRILLIA INTERESTS, LLC, a Kentucky Limited Liability Company, on this _____ day of _____, 2025.

MARRILLIA INTERESTS, LLC

By: _____
Printed Name: _____
Title: _____

COMMONWEALTH OF KENTUCKY)
)
COUNTY OF FAYETTE)

The foregoing Promissory Note was sworn to, subscribed and acknowledged before me on this ___ day of _____, 2025, by _____ of MARRILLIA INTERESTS, LLC, for and on behalf of said company, which is registered to do business in Kentucky.

_____
Notary Public
My commission expires: _____

4896-5088-7270, v. 1

INCENTIVE AGREEMENT

THIS INCENTIVE AGREEMENT ("Incentive Agreement"), dated as of this _____ day of _____, 2025, is made by and between:

Lexington-Fayette Urban County Government,
an urban county government pursuant to KRS Chapter 67A
200 East Main Street
Lexington, Kentucky 40507
("LFUCG")

And

MARRILLIA INTERESTS, LLC
a Kentucky Limited Liability Company
794 Manchester Street
Lexington, KY 40508
("Organization")

And

Josh Marrillia
794 Manchester Street
Lexington, KY 40508
("Guarantor")

DRAFT

Recital

This Incentive Agreement provides for a forgivable loan in the amount of one hundred thousand dollars and zero cents (**$100,000.00)** from LFUCG to MARRILLIA INTERESTS, LLC, (hereinafter "Organization") pursuant to Ordinance No. 153-2013 and its Jobs Fund Program as authorized by the Urban County Council in Resolution No. 745-2014. In order to induce LFUCG to enter into this Incentive Agreement and to make the Incentive, the Organization is willing and desires to make the warranties, covenants, and agreements contained and set forth herein.

SECTION 1
Definitions

As used in this Agreement:

"Accountant" shall mean the certified public accountant or firm of certified public accountants acting as the Organization's accountant unless explicitly authorized by LFUCG.

An "Affiliate" of, or a Person "Affiliated" with, a specified Person, is a Person that, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with the Person specified.

"Activation Date" shall mean the date certain that the Organization has met the requirements of and has executed Exhibit A, which is attached hereto and incorporated herein by reference.

"Application" shall mean the Organization's application for funding under LFUCG's Job Funding Program, and the schedule for job creation, which is attached hereto as Exhibit B and incorporated herein by reference.

"Compliance" shall mean the Organization maintains the Jobs Requirement and Wage Requirement and otherwise complies with the provisions of this Agreement.

"Disbursement" shall mean the distribution of proceeds of the Incentive by LFUCG to Organization.

"Employee" shall mean a Kentucky resident who maintains a permanent, Full-Time Job (as further defined below) at the Project Site, which shall be located in Fayette County, Kentucky, as opposed a part-time employee or independent contractor.

"Event of Default" shall mean the happening of any one or more of the events which constitute an event of default under Section 5 of this Incentive Agreement.

"Full Time Job" shall mean a job held by a person employed (an employee) in the capacity provided in the Application (Exhibit B) for a minimum of thirty-five (35) hours per week and subject to the Kentucky Individual Income Tax imposed by KRS 141.020 and the local occupational license fee.

"Guarantor" shall mean Josh Marrillia, who shall provide a personal guaranty for the outstanding principal of the loan and note for a time period of ten years from the final disbursement of the loan proceeds.

"Guaranty" shall mean the guaranty agreement, signed by the Guarantor and attached as Exhibit E to this agreement, and shall include any renewal, replacement, extension, or notation thereof.

"Hire" or its derivative shall mean the creation of a new Full Time Job in Lexington-Fayette County.

"Incentive" shall mean the forgivable loan in the principal amount of $100,000.00 from LFUCG to the Organization as further provided in Section 2 of this Inventive Agreement, as evidenced by the Note attached as Exhibit C to this Agreement.

"Incentive Documents" shall mean this Incentive Agreement, the Application and Exhibits to this Agreement, and all other instruments or agreements related thereto.

"Jobs Requirement" shall have the meaning set forth in Section 3.9 hereof;

"LFUCG" shall mean the Lexington-Fayette Urban County Government, an urban county government of the Commonwealth of Kentucky created pursuant to KRS chapter 67A.

"Note" shall mean the promissory note attached as Exhibit C to this Agreement, and shall include any renewal, replacement, extension, or notation thereof.

"Person" shall mean any person, firm, trust, corporation, partnership, limited liability Organization, business organization, or other entity.

"Project" shall mean the certain project consisting of the Organization's acquisition, construction, equipping, and staffing of a facility within Fayette County, Kentucky.

"Project Site" shall mean the facility located at 794 Manchester Street, Lexington 40508, together with all improvements and fixtures attached thereto.

"Repayment Penalty" shall mean the repayment required in the Event of a default as further defined in Section 3.9 of this Agreement.

"Request for Disbursement" shall mean a written request to the LFUCG for the making of a disbursement of the proceeds of the Incentive, in form, substance, and detail satisfactory to the LFUCG.

"Wage Requirement" shall have the meaning set forth in Section 3.9 hereof.

SECTION 2
The Incentive

LFUCG agrees to provide the Organization with a forgivable loan (the Incentive) in accordance with the terms and condition of the Incentive Documents, as follows:

2.1 Amount. The principal amount of the Incentive shall be up to a maximum amount of one hundred thousand dollars and zero cents **($100,000.00)** as evidenced by the Note attached hereto and made a part hereof as Exhibit C.

2.2 Interest. Interest at the rate of four and twelve hundredths percent (4.12%) of the outstanding incentive shall be assessed annually. However, should an Event of Default occur under the terms of this Agreement, additional interest in an amount of twelve percent (12%) per annum from the date of default may be assessed at the sole discretion of LFUCG.

2.3 Disbursement. Disbursements of proceeds of the Incentive shall be made by LFUCG to the Organization in two (2) draws. The first draw shall be fifty thousand

dollars and zero cents ($50,000.00) upon activation of the incentive and the hiring of the first two (2) employees. Failure to make the first draw by June 30, 2026 shall be an Event of Default and result in the ceasation of all future disbursements and automatic termination of the Loan Documents. The subsequent and final draw of fifty thousand dollars and zero cents ($50,000.00) shall be made upon the receipt by LFUCG of a properly completed and executed Request for Disbursement, which shall be submitted no less than ten (10) days prior to the date requested for the disbursement, and to which shall be attached documentation verifying that at least two (2) additional employees have been hired since the prior request for disbursement. LFUCG shall have the sole authority to make any determination regarding the satisfaction of the above conditions prior to disbursing any funds under this Agreement. Provided, however, that no more than one draw may be made in any thirty (30) day period. Notwithstanding the preceding, no disbursements shall be made unless (i) this Agreement and all attachments hereto have been properly executed by the appropriate parties and returned to LFUCG (ii) all parties have satisfied the conditions precedent to the Incentive set forth in Article 7 of this Agreement and in each of the other Incentive Documents, and (iii) the Organization has complied with the Jobs and Wage Requirements in accordance with the job creation schedule outlined in Exhibit B to the date of the reimbursement request, and (iv) LFUCG has received properly completed and executed copies of Exhibits A and D not less than ten (10) days prior to the date requested for the disbursement, to which shall be attached any supporting documentation requested by LFUCG.

2.4 Interest Payments. Interest on the Incentive shall be paid in forty (40) consecutive quarterly installments, which shall be due on the fifteenth (15th) day of January, April, July and October of each year. The number of quarterly installments may be amended by agreement of the Mayor, with approval of the Economic Development Investment Board, and the Organization, provided the change does not reduce the amount repaid to LFUCG by the Organization. Otherwise, any amendment affecting the number of quarterly installments shall require Council approval. The amount due for any given payment, which shall be determined by LFUCG and provided to Organization, shall be calculated as the amount of interest required by Section 2.2 of this Agreement on the distributions already made at the time of the payment. The first payment shall be due beginning three (3) months from the date of the initial disbursement of funds to Organization. In the event of default, the balance due on the Note, together with accrued interest thereon shall be due and payable within ten (10) days of LFUCG providing Organization with a written notice of demand of the balance owing. Organizationn shall make all payments through LFUCG digital bill payment by credit card, debit card, or e-check. An additional small charge will be applied to the payment for processing fees.

Beginning one (1) year after the date of the initial disbursement of incentive funds to Organization, and every year thereafter, ten percent (10%) of the outstanding original principal debt shall be forgiven if Organization has, at all times during the preceding year, fully complied with the terms of this Agreement and satisfied all duties and obligations established hereunder, including, but not limited to, the Jobs and Wage Requirements. Should an Event of Default occur, LFUCG may declare the full remaining principal of the loan immediately due and payable, along with any interest that has accrued, as provided in Section 6.1 of this Agreement.

2.5 Prepayment. The Organization shall have the right at any time and without penalty to prepay the Note in whole or in part. Prepayments shall be applied first to accrued but unpaid interest, and then to installments of principal of the Incentive in reverse order of their maturity. Prepayments shall not relieve the Organization from the duty to make consecutive payments in the amount provided in accordance with Section 2.4, but shall operate to discharge the Organization's obligation at an earlier date.

Prepayment shall not relieve the Borrower from any Jobs and Wage Requirement provided herein. Rather, the Jobs and Wage Requirement provided herein shall continue after the loan has been repaid, until the Company has maintained said jobs for a period of ten (10) years. If the Company fails to abide by this requirement after fully repaying the loan proceeds, LFUCG may require the Company to pay a monthly penalty, which shall be calculated individually for each job that has not been created or maintained, or which has failed to satisfy the wage requirement provided herein, as follows:

($28.00– Actual Hourly Wage) /$28.00)

x

($28.00 x Occupational License Fee Rate in Lexington-Fayette County x Hours Required to be "Full-Time" under the Loan Agreement x 4.34524 [weeks in a month, on average])

x

1.10

Beginning fifteen (15) days after any Full-Time Job required hereunder has been permitted to lapse, or has fallen below the wage requirement, LFUCG may elect to levy a monthly repayment penalty for any month in which the Company has, for at least one business day, failed to satisfy the Jobs or Wage Requirements established herein. All monthly repayment penalty payments shall be made within ten (10) days of receipt of notice that a monthly repayment penalty is due. All monthly repayment penalty payments shall be credited to the Company's account and such amounts deducted from the principal and interest owed under this Incentive Agreement. Borrower shall make all penalty payments through LFUCG digital bill payment by credit card, debit card, or e-check. A small fee will be applied to the payment.

2.6 Late Charges. If the Organization fails to pay any installment required under the Note within ten (10) days after the date such a payment first becomes due, the Organization shall pay to LFUCG a late charge equal to five percent (5%) of such payment, which amount shall be due at the time the late payment is made.

2.7 Ceasing Disbursement. The LFUCG may, at its sole discretion, cease any future disbursement(s) should any Event of Default occur prior to that disbursement being sent.

2.8 Security. The Note and the Loan evidenced thereby are and shall be secured by the Guaranty, which is attached hereto and incorporated herein by reference as Exhibit E, which shall be delivered simultaneously with the execution of this Incentive Agreement by the Guarantors.

SECTION 3
General Covenants

The Organization agrees that, until the terms of this Agreement are fulfilled, it shall perform, observe, and comply with each of the following:

3.1 Mergers, Sales, Transfers, Redemptions, and Other Dispositions of Assets, or Dissolution. The Organization shall not, without the prior written consent of LFUCG (which consent shall not be unreasonably withheld):

(a) Liquidate or dissolve or take any action with a view toward liquidation or dissolution;

(b) Substantially cease its business operations at the Project Site, including moving to another location (a new Project Site) within Lexington-Fayette County;

(c) Enter into any agreement for the assumption of the Incentive by any other Person; or,

(d) Undertake a change in majority ownership, management, or control.

If Company intends to take part in a merger, Company shall, prior to merger:

(a) Provide notification of intent to merge to LFUCG Chief Development Officer no less than 30 days prior to merger;

(b) Obtain a new personal guarantee, unless each current guarantor provides written assurances, to the satisfaction of LFUCG, that it remains bound by the existing personal guarantee (including by signing a reaffirmation agreement); and,

(c) Receive the approval of the Economic Development Investment Board (EDIB) and the LFUCG City Council prior to merger.

Failure to follow the above-mentioned requirements shall be considered an Event of Default, entitling LFUCG to those remedies provided in Section 6 of this Agreement.

3.2 Financial Statements and Business Records. The Organization shall keep true and complete financial records prepared with generally accepted accounting principles consistently applied, and keep business records in accordance with good

business practices in the industry. Upon LFUCG's request or the request of its Economic Development Investment Board at reasonable times and places, the Organization shall make its business records available to LFUCG for inspection on a confidential basis. During the term of the Incentive, the Organization shall furnish to LFUCG annual financial reports prepared by the Accountant in a form satisfactory to LFUCG. With the annual report, the Organization shall include a cover letter stating its average annual employment at the Project Site. Insofar as is possible under applicable laws, the financial reports and annual report ("Information") shall be deemed confidential business information and shall be treated by LFUCG as exempt from inspection under the Kentucky Open Records Act as records confidentially disclosed to it under KRS 61.878.

3.3 Designation of Agent. The Organization shall at all times have a properly designated agent, who is a resident of or has offices in the Commonwealth of Kentucky, to accept service of process. The Organization shall notify LFUCG of the name and address of such agent and of any change in the name or address of such agent.

3.4 Taxes and Other Obligations. The Organization shall pay as they become due all taxes, assessments, governmental charges, levies, and any other claims e.g. labor, materials, supplies) which, if unpaid, might give rise to a lien or charge upon the Project Site or any other of the Organization's property, unless the Organization is contesting the same in good faith and has posted a bond protecting the same in such form and amount and with such parties as may be approved by LFUCG.

3.5 Use of Incentive Proceeds. The proceeds of the Incentive shall be used exclusively for the purposes described in the Application. It shall not be used to pay any prior obligation of the Organization to the LFUCG, including previous loan agreements pursuant to the Jobs Fund Program.

3.6 Properties and Insurance. The Organization shall maintain its real property, buildings, and other fixed assets located at the Project Site in good condition, subject only to normal wear and tear, and make all necessary and proper repairs, renewals, and replacements, and shall comply with all material provisions of leases and other material agreements in order to prevent loss or forfeiture. All real property, personal property, or collateral located at the Project Site is and will remain insured against loss during the life of the Incentive. Failure to maintain insurance coverage as set forth herein shall constitute an Event of Default as set forth in Section 5 hereof.

3.7 Entity Existence. The Organization shall preserve its entity existence as a validly organized business entity and shall be and remain qualified to do business in Kentucky and in all states in which it is required to be so qualified or in which the failure to be so qualified would have a material adverse effect on its ability to meet its obligations hereunder.

3.8 Compliance with Law. The Organization shall comply in all material respects with all valid and applicable statutes, rules, and regulations of the United States of America, of the States thereof and their counties, municipalities, and other subdivisions, and of any other jurisdiction applicable to it, and the provisions of licenses

issued to it, except where non-compliance (a) would not have a material adverse effect on the Organization's ability to meet its obligations hereunder, or (b) shall be currently contested in good faith by appropriate proceedings, timely instituted, which shall operate to stay any order with respect to noncompliance.

3.9 Jobs and Wage Requirements. The Organization shall create at least eight (8) new Full Time Jobs, as defined Section 1 of this Agreement, which shall have a mean hourly wage of at least $28.00, earned from work performed within Lexington-Fayette County, exclusive of all benefits and other forms of compensation, including without limitation bonuses and commissions. The Organization shall hire employees to fill the new Full Time Jobs in Lexington-Fayette County by the deadlines established in the job creation schedule outlined in Exhibit B and further agrees to maintain said jobs for a period of ten (10) years, or until the entirety of the incentive proceeds have been repaid, as further provided in Exhibit B and certified in the Compliance Form, attached as Exhibit D, whichever occurs later. All jobs created pursuant to this Incentive Agreement shall be located in Lexington and subject to Lexington-Fayette County occupational license fees.

Should the Organization fail to create the required number of Full Time Jobs by the dates established in the job creation schedule outlined in Exhibit B, or allow any required full-time job to lapse for a period of more than fifteen (15) consecutive business days following one year of the date of the Incentive Agreement, LFUCG may elect either of the following remedies, which shall be in addition to any other remedies or damages LFUCG may be entitled to under law or equity:

(a) Repayment Penalty. LFUCG may require the Organization to pay a monthly repayment penalty, which shall be calculated individually for each job that has not been created or maintained, or which has failed to satisfy the wage requirement provided herein, as follows:

Repayment

($28.00– Actual Hourly Wage) /$28.00)

x

($28.00 x Occupational License Fee Rate in Lexington-Fayette County x Hours Required to be "Full-Time" under the Incentive Agreement x 4.34524 [weeks in a month, on average])

x

1.10

Beginning fifteen (15) days after any full-time job required hereunder has not been hired, been permitted to lapse, or has fallen below the wage requirement, LFUCG may elect to levy a monthly repayment penalty for

any month in which the Organization has, for at least one business day, failed to satisfy the Jobs or Wage Requirements established herein. All monthly repayment penalty payments shall be made within ten (10) days of receipt of notice that a monthly repayment penalty is due.

(b) Default. LFUCG may elect to treat the Organization's failure to create or maintain full-time jobs as required hereunder for a period of more than fifteen (15) consecutive business days as an event of default, as defined in Section 5 of this Agreement, entitling LFUCG to those remedies provided in Section 6 of this Agreement.

As evidence of its compliance with this Agreement, the Organization agrees to provide, on a confidential basis (except as to information disclosed on the public website of LFUCG as to all projects approved by LFUCG, and except as otherwise required by law and specifically excluding any personally-identifiable information), a list of the new full time positions employed at the Project Site (Exhibit D) and a report of each such employee's hourly salary, exclusive of all benefits and other forms of compensation, including without limitation bonuses and commissions, upon request, and shall submit such documentation to LFUCG with or without request one year after executing the activation certificate attached hereto, and bi-annually thereafter.

The Company shall not count Full-Time Jobs or employees hired pursuant to another agreement with the LFUCG for the purposes of its Jobs and Wage Requirements under this Agreement.

3.10 Headquarters in Lexington-Fayette County. In addition to the Jobs and Wage Requirements set forth above, the headquarters of the Organization, and Project Site, to the extent its headquarters and the Project Site differ, shall remain in Lexington-Fayette County for the entirety of the Incentive's term.

3.11 Indemnification. The Organization shall indemnify, defend, and save harmless the LFUCG and its boards, directors, officers, agents, and employees (the "Indemnitees") from all loss, liability, or expense (including the fees and expenses of in-house or outside counsel) directly arising out of or in connection with the Organization's execution and performance of this Agreement except to the extent that such loss, liability, or expense is due to the gross negligence or willful misconduct of the Indemnitee. The Organization acknowledges and agrees that this indemnity provision shall survive the termination of this agreement.

SECTION 4
Representations and Warranties

The Organization hereby represents and warrants to LFUCG as follows (which warranties and representations shall be deemed to survive the execution of this Incentive Agreement):

4.1 Existence. The Organization is a duly organized and validly existing corporation under the laws of the Commonwealth of Kentucky qualified to do business in Kentucky and in all other states in which it is required to be so qualified or in which the failure to be so qualified would have a material adverse effect on Organization's ability to meet its obligations hereunder. The Organization shall preserve its entity existence as a corporation and shall be and remain qualified to do business in Kentucky and in all states in which it is required to be so qualified or in which the failure to be so qualified would have a material adverse effect on its ability to meet its obligations hereunder. The Organization shall also preserve its entity existence as a corporation and shall be and remain qualified to do business in Fayette County, Kentucky.

4.2 Right to Act. The Organization has the legal power, capacity, and right to execute and deliver all of the Incentive Documents to which it is a party, and to observe and perform all of the provisions of the Incentive Documents to which it is a party. Neither the Organization's execution or delivery of the Incentive Documents nor the performance or observance by the Organization of the provisions of the Incentive Documents violates any law applicable to it or otherwise constitutes a default or a violation under, or results in the imposition of any lien under, or conflicts with, or results in any breach of any of the provisions of, any existing contract or other obligation binding upon it or its property, with or without the passage of time or the giving of notice or both. The officer executing and delivering the Incentive Documents to which Organization is a party on behalf of the Organization has been duly authorized to do so, and the Incentive Documents to which it is a party referred to herein are legal, valid, and binding obligations of the Organization enforceable in accordance with their respective terms, except to the extent enforceability thereof may be limited under applicable bankruptcy, moratorium, insolvency, or similar laws or by equitable principles.

4.3 Litigation and Taxes. No litigation or proceeding involving the Organization is pending or overtly threatened in writing in any court or administrative agency, which would be reasonably likely to have a material adverse impact on the Organization's financial condition or otherwise impair its ability to honor the commitments made herein (in each case, after giving effect to applicable insurance coverage). The Organization is not in default in the payment of any tax, nor is any assessment threatened in respect thereof (other than the assessment of ad valorem property taxes not yet due and payable), and has timely filed all federal, state, and local tax returns and has paid all taxes required to be paid therewith, except for matters being contested in good faith by appropriate proceedings, timely instituted.

4.4 Financial Statements. The Organization's financial statements, heretofore furnished to LFUCG and its Economic Development Investment Board, are true and complete in all material respects, have been prepared on the cash basis of accounting, omit no material contingent liabilities of any kind that are not disclosed or otherwise reflected therein, and fairly present its financial condition as of their dates and the results of the Organization's operations for the respective fiscal period then ending. Since the date of their preparation, there has been no material adverse change in the Organization's financial condition, properties, or businesses.

4.5 Default. No Event of Default exists under this Incentive Agreement, nor shall any such default begin to exist immediately after the execution and delivery hereof.

4.6 Last Dollar In. Consistent with the representations in the Application, the Organization does represent and certify that the financial incentives being provided by the LFUCG are necessary for the expansion to occur and are the last funds received from a public or private entity for the creation of the jobs provided in Section 3.9, above.

SECTION 5
Events of Default

Each of the following shall constitute an Event of Default under this Incentive Agreement:

5.1 Payments. The failure of the Organization to make payments of under the Note or this Incentive Agreement when same shall be due and payable and the continuation of such failure for ten (10) days after such payment first becomes due.

5.2 Covenants and Agreement. If the Organization violates, fails, or omits to perform or observe any non-monetary covenant, agreement, condition, or other provision contained or referred to in, or any non-monetary default occurs under, the Incentive Documents to which it is a party, and such failure or omission shall not have been fully corrected within thirty (30) days (or such shorter grace period as may be provided herein) after LFUCG has given written notice thereof to the Organization. Notice is considered given upon receipt.

5.3 Accuracy of Statements. If any representation, warranty, or other statement of fact contained herein, or in any of the other Incentive Documents to which Organization is a party or in any writing, certificate, report, or statement at any time furnished to LFUCG pursuant to or in connection with this Incentive Agreement, or otherwise, shall be materially false or misleading in any respect or shall omit a material fact, whether or not made with knowledge of same.

5.4 Adverse Financial Change. If there should be any material adverse change in the financial condition of the Organization, as determined in LFUCG's reasonable discretion, from its financial condition as shown on any financial statement supplied to LFUCG as referred to in Sections 3.2 or 4.4 of this Incentive Agreement, and such adverse change is not fully corrected to LFUCG's satisfaction within thirty (30) days after written notice with respect thereto is provided to the Organization from LFUCG.

5.5 Dissolution or Termination of Existence; Merger. If the Organization or any person, firm, or corporation controlling the Organization takes any action that is intended to result in the Organization's termination, dissolution, or liquidation, or to cease operation of the Project for a period of at least three (3) months. Failure to follow the requirements contained in Section 3.1 shall also be an Event of Default.

5.6 Solvency.

(a) If the Organization shall (i) be adjudicated bankrupt, (ii) admit in writing its inability to pay its debts generally as they become due, (iii) make a general assignment for the benefit of creditors, or (iv) file a petition, or admit (by answer, default or otherwise) the material allegations of any petition filed against it, in bankruptcy under the federal bankruptcy laws (as in effect on the date this Incentive Agreement, or as they may be amended from time to time), or under any other law for the relief of debtors, or for the discharge, arrangement or compromise of their debts.

(b) If a petition shall have been filed against the Organization in proceedings under the federal bankruptcy laws (in effect on the day of this Incentive Agreement, or as they may be amended from time to time) or under any other laws for the relief of debtors, or for the discharge, arrangement, or compromise of their debts, or any order shall be entered by any court of competent jurisdiction appointing a receiver, trustee, or liquidator of all or any material part of the Organization's assets, and such petition or order is not dismissed or stayed within thirty (30) consecutive days after entry thereof.

5.7 Other Defaults. If any event would give another Person or entity the right to accelerate payments of material indebtedness for borrowed money or to proceed against the Project Site.

5.8 Incentive Documents. If, for any reason, any of the Incentive Documents to which Organization is a party shall cease to be in full force and effect, or shall be declared null and void, or shall be contested by the Organization as to the validity or enforceability thereof.

SECTION 6
Remedies Upon Default

Notwithstanding any contrary provisions or inference herein or elsewhere:

6.1 Acceleration; Assessment of Interest Rate. If any Event of Default shall occur under this Agreement, LFUCG shall have the right, in its sole discretion, to declare the entire remaining amount of the Incentive immediately due and payable, along with interest as provided in Section 2.2 of this Agreement.

6.2 Exercise of Remedies. The rights and remedies of LFUCG under the Incentive Documents shall be deemed to be cumulative and shall be in addition to all those rights and remedies afforded to LFUCG at law or in equity. Any exercise of any rights or remedies shall not be deemed to be an election of that right or remedy to the exclusion of any other right or remedy.

SECTION 7
Conditions Precedent

LFUCG's obligation to make the Incentive shall be conditioned upon the fulfillment of the following conditions prior to the making of such Incentive:

7.1 Representations, Warranties, and Covenants. Each and every representation, warranty, and covenant made by or on behalf of the Organization in its application to LFUCG or relating to any of the Incentive Documents to which it is a party or instruments or transactions contemplated thereby shall be true, complete, and correct on and as of the date the Incentive is made and shall be so evidenced by a certificate executed by the Organization's duly authorized officer, to be dated and delivered to LFUCG as of the closing date of this Incentive.

7.2 No Defaults. There shall exist no Event of Default and no event which, with the giving of any notice or the passage of any period of time, constitutes an Event of Default.

7.3 Compliance. The Organization shall have observed or complied with all provisions of this Incentive Agreement.

7.4 Insurance Policy. The Organization shall have submitted to LFUCG a copy of an applicable certificate, in customary form, with respect to the current insurance coverage on the Project Site.

7.5 Employment Waiver and Authorization. The Organization hereby authorizes LFUCG to request that the Office of Employment and Training within the Department for Workforce Investment ("OET") furnish to LFUCG, on a confidential basis (except as to information disclosed on the public website of LFUCG as to all projects approved by LFUCG), all information in the possession of OET concerning the number of people employed by the Organization at the Project Site, and the number of hours worked by those employees. The Organization hereby releases OET from any and all responsibility for disclosing to LFUCG the information requested in connection with this Incentive Agreement.

7.6 Corporate Existence and Authorization. The Organization shall provide, at the request of the LFUCG, an original Certificate of Good Standing or equivalent from the Kentucky Secretary of State's Office and copies of its Articles of Incorporation and any amendments thereto.

7.7 Successors and Assigns. Except as otherwise expressly provided herein, the terms and conditions of this Agreement shall be binding upon and shall inure to the benefit of the successors and assigns, respectively, of the parties hereto. This provision shall not be construed to permit assignment by the LFUCG or the Organization of any of their respective rights or duties under this Agreement or the other Incentive Documents.

SECTION 8
Interpretation

8.1 No Waivers; Multiple Exercise of Rights. No course of dealing in respect to, nor any omission or delay in the exercise of, any right, power, remedy, or privilege by LFUCG shall operate as a waiver thereof, nor shall any right, power, remedy, or privilege of LFUCG be exclusive of any other right, power, remedy, or privilege referred to herein

or in any related document now or hereafter available at law, in equity, in bankruptcy, by statute, or otherwise. Each such right, power, remedy, or privilege may be exercised by LFUCG, and as often and in such order as LFUCG may deem expedient.

8.2 Time of the Essence. Time shall be of the essence in the performance of all the Organization's obligations under the Incentive Documents and the other instruments related hereto.

8.3 Binding Effect. The provisions of this Incentive Agreement shall bind and benefit the Organization and LFUCG and their respective successors and assigns, including each subsequent holder, if any; provided, however, that this paragraph shall not be construed to permit the assignment by the Organization of its rights and obligations under this Incentive Agreement without LFUCG's prior written consent.

8.4 Headings. The headings used in this Incentive Agreement are for convenience of reference only, and shall not be considered in the interpretation or construction of this Incentive Agreement.

8.5 Governing Law. The Incentive Documents and the respective rights and obligations of the parties hereto shall be construed in accordance with and governed by the laws of the Commonwealth of Kentucky.

8.6 Jurisdiction and Venue. The parties hereto agree that any suit, action, or proceeding with respect to this Incentive Agreement may only be brought in or entered by, as the case may be, (a) the courts of the Commonwealth of Kentucky situated in Lexington, Fayette County, Kentucky, and the parties hereby submit to the jurisdiction of such court for the purpose of any such suit, action, proceeding, or judgment and waive any other preferential jurisdiction by reason of domicile. The parties hereby irrevocably waive any objection that they may now or hereafter have to the laying of venue of any suit, action, or proceeding arising out of or related to this Incentive Agreement and the Incentive Documents to which Organization is a party brought in the Courts of the Commonwealth of Kentucky situated in Lexington, Fayette County, Kentucky and also hereby irrevocably waive any claim that any such suit, action, or proceeding brought in any one of the above-described courts has been brought in an inconvenient forum.

8.7 Complete Agreement. This Incentive Agreement and the other instruments referred to herein contain the entire agreement of the parties pertaining to its subject matter and supersede all prior written and oral agreements pertaining hereto.

8.8 Assignments or Modifications. The Organization may not assign its rights under this Incentive Agreement to any other party without the prior written consent of the LFUCG, which consent shall not be unreasonably withheld or delayed. This Incentive Agreement may be modified only in a writing executed by LFUCG and the Organization.

8.9 Severability. If any part, term, or provision of this Incentive Agreement is held by any court to be unenforceable or prohibited by any law applicable to this Incentive Agreement, the rights and obligations of the parties shall be construed and enforced with

that part, term, or provision limited so as to make it enforceable to the greatest extent allowed by law, or, if it is totally unenforceable, as if this Incentive Agreement did not contain that particular part, term, or provision.

SECTION 9
Notices

Any notice required or permitted to be given under this Incentive Agreement shall be in writing and shall be deemed sufficiently given for all purposes if sent by registered mail, postage pre-paid and return receipt requested, or by electronic mail, in each case addressed to the intended recipient (a) as follows:

If to LFUCG:
Chief Development Officer
Lexington-Fayette Urban County Government
200 East Main Street
Lexington, KY 40507
ATTN: Kevin Atkins

If to the Organization:
MARRILLIA INTERESTS, LLC
794 Manchester Street
Lexington, KY 40508

or (b) such other address which any party hereto may specify by written notice to the other party in accordance with the terms of this Section, including electronic mail addresses as designated from time to time. Any registered mail notice shall be deemed effective as of three (3) business days after the mailing date of said notice.

SECTION 10
Survival of Covenants, Agreements, Warranties, and Representations

All covenants, agreements, warranties, and representations made by the Organization herein shall survive the making of the Incentive and the execution and delivery of the Incentive Documents.

SECTION 11
Fees and Expenses; Costs of Enforcement

If any Event of Default shall occur under the Incentive Documents, the Organization shall pay to LFUCG, to the extent allowable by applicable law, such amounts as shall be sufficient to reimburse LFUCG fully for all of its costs and expenses incurred in enforcing its rights and remedies under the Incentive Documents, including without limitation LFUCG's reasonable legal fees and court costs. Such amounts shall be deemed evidenced by and secured by all the Incentive Documents.

SECTION 12
Miscellaneous Provisions

12.1 Term of Incentive Agreement. The term of this Incentive Agreement shall commence as of the Activation Date, and continue until the first date on which the Incentive and all accrued interest thereon shall have been paid in full and the Organization shall have paid or performed all its other obligations hereunder.

12.2 Incorporation by Reference. All exhibits, schedules, annexes, or other attachments to this Incentive Agreement are incorporated into this Incentive Agreement as if set out in full in the first place that reference is made thereto.

12.3 Multiple Counterparts. This Incentive Agreement may be signed by each party upon a separate copy, and in such case, one counterpart of this Incentive Agreement shall consist of a sufficient number of such copies to reflect the signature of each party.

12.4 Waivers by the Organization. The Organization hereby waives, to the extent permitted by applicable law, (a) all presentments, demands for performance, notices of nonperformance, protests, notices of protest, and notices of dishonor in connection with; and, (b) any requirement of diligence or promptness on the part of LFUCG in enforcement of its rights under the provisions of the Incentive Documents.

[Signature page follows]

IN WITNESS WHEREOF, the Lexington-Fayette Urban County Government and the Organization have executed this Incentive Agreement as of the day, month and year first above written.

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: _____

Printed Name: Linda Gorton

Title: Mayor

ORGANIZATION: MARRILLIA INTERESTS, LLC

By: _____

Printed Name: _____

Title: _____

ATTEST:

_____

Council Clerk

COMMONWEALTH OF KENTUCKY)

)

COUNTY OF _____)

The foregoing Incentive Agreement was sworn to, subscribed and acknowledged before me on this ___ day of _____, 2025 by _____ of MARRILLIA INTERESTS, LLC, for and on behalf of said Organization, which is registered to do business in Kentucky.

_____

Notary Public

My commission expires: _____

_____

Josh Marrillia
Individually, and as personal guarantor for MARRILLIA INTERESTS, LLC

COMMONWEALTH OF KENTUCKY)
)
COUNTY OF _____)

The foregoing Incentive Agreement was subscribed, sworn to and acknowledged before me by Josh Marrillia, individually and as a guarantor for MARRILLIA INTERESTS, LLC, this the____day of _____, 2025.

_____
Notary Public
My commission expires: _____

4926-3061-8721, v. 1

EXHIBIT A

Activation Certificate

The undersigned, _____, in his/her capacity as _____ of MARRILLIA INTERESTS, LLC, a Kentucky Limited Liability Company (the "Borrower") hereby certifies that:

1. The Project at Project Site, as defined in the Incentive Agreement, the locating of which was facilitated in part by a Forgivable Loan (Incentive) from the Lexington-Fayette Urban County Government (the "LFUCG") in the amount of one hundred thousand dollars and zero cents ($100,000.00) is and shall continue to be occupied by the Company.
2. The Company will hire a minimum of eight (8) new permanent full-time jobs in Lexington-Fayette County, as provided in the Incentive Agreement entered by the Borrower and the LFUCG and has hired at least two (2) new permanent full-time employees and its headquarters is, and shall continue to be located in Lexington, Kentucky, at the time of execution of this Activation Certificate.
3. The company requests an initial disbursement of fifty thousand dollars ($50,000.00) for expenses listed in the application.

IN WITNESS THEREOF, the undersigned has executed this certificate in his/her capacity as _____ of MARRILLIA INTERESTS, LLC, a Kentucky Limited Liability Company, which is registered to do business in Kentucky on this _____ day of _____, 2025.

MARRILLIA INTERESTS, LLC
By: _____
Printed Name: _____
Title: _____

COMMONWEALTH OF KENTUCKY)
) SS
COUNTY OF _____)

The foregoing Certificate was sworn to, subscribed and acknowledged before me on this ___ day of _____, 2025, by _____ of MARRILLIA INTERESTS, LLC, a Kentucky Limited Liability Company, for and on behalf of said company, which is registered to do business in Kentucky.

_____
Notary Public
My commission expires: _____

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Exhibit D

JOBS Fund Compliance Report

Date:	**Report _____ of year _____**
Company Name:	**Address:**
Project Location:	
Fund Program:	
Approved Length of Incentive (Years):	**Approved Dollar Amount:**

Minimum Number of Jobs to be Created by the Agreement:		**Median Hourly Wage:** **Mean Hourly Wage:**	
Total Number of Jobs Currently Created by the Agreement:		**Median Hourly Wage:** **Mean Hourly Wage:**	
Total Number of Jobs Currently at Project Location:		**Is MARRILLIA INTERESTS, LLC headquartered in Lexington-Fayette County?**	
Total Payroll of New Jobs Created by the Agreement:			
Total Payroll in Lexington-Fayette Co.:			

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I, _____, hereby attest to the accuracy of the information provided above in accordance with the Agreement and understand that the LFUCG retains the right to conduct an audit for purpose of verification.

Signature	**Title**
Print Name	**Date**

Schedule 1 to Exhibit D

	Employee Name	Employee Address	Date of Hire	Title	Hours Worked Per Week	Annual Wage
1.						
2.						
3.						
4.						
5.						
6.						
7.						
8.						
9.						
10.						

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EXHIBIT E

GUARANTY AGREEMENT

This is a personal guaranty by Josh Marrillia whose mailing address is 794 Manchester Street, Lexington, KY 40508 (the "Guarantor") running in favor of the Lexington-Fayette Urban County Government (“LFUCG”) as security for the funds provided to MARRILLIA INTERESTS, LLC (the “Company”) by LFUCG pursuant to the Incentive Agreement entered into by and between the Company and LFUCG on or about _____, 2025.

WHEREAS, the Company which is authorized to do business in the Commonwealth of Kentucky, and has a mailing address of 794 Manchester Street, Lexington, Kentucky 40508, desires to transact business with and to obtain funding through a forgivable loan from the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, an urban county government of the Commonwealth of Kentucky created pursuant to KRS chapter 67A, whose mailing address is Lexington-Fayette Urban County Government, c/o Kevin Atkins, 200 East Main Street, Lexington, Kentucky 40507 (“LFUCG” or the “Government”), under the terms of the Incentive Agreement dated _____, 2025 by and among LFUCG, the Company, and the Guarantor (the “Loan Agreement”), and as further evidenced by a promissory note in the principal amount of One Hundred Thousand and N0/100 Dollars ($100,000.00) (the "Note"); and

WHEREAS, LFUCG is unwilling to provide the subject loan unless the undersigned Guarantor shall absolutely, unconditionally, and jointly and severally guaranty to LFUCG the payment and performance of the obligations of the Company as set forth in the Loan Agreement and the Note.

NOW, THEREFORE, in consideration of the promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Guarantor, and to induce LFUCG from time to time, in its discretion, to extend or continue credit to the Company under the Loan Agreement, and acknowledging that LFUCG, in extending such credit, shall rely on this Guaranty, Guarantor hereby for themselves and their respective heirs and assigns, personal representatives, successors (including, without limitation, by operation of law) and assigns, absolutely and unconditionally guarantee to LFUCG, as evidenced by the documents entered in connection with the Loan Agreement and Note ("Company's Documents") as if the terms and conditions of the Company's Documents have been restated herein in length, the prompt payment when due and at all times thereafter of any and all indebtedness and liabilities of the Company of every kind, nature, and character (including all renewals, extensions and modifications thereof, and whether created directly by LFUCG or acquired by assignment or otherwise, whether joint or several, whether matured or unmatured, and whether absolute or contingent) to LFUCG under the Note, Incentive Agreement and other Company's Documents, including interest

thereon as provided therein, reasonable attorneys' fees, and costs and expenses of collection incurred by LFUCG (all of which existing and future indebtedness of the Company to LFUCG are hereinafter collectively referred to as the "Obligations").

1. The maximum liability of the Guarantor under this Guaranty shall not exceed in the aggregate One Hundred Thousand and No/100 Dollars ($100,000.00), plus all accrued but unpaid penalties, interest, charges, reasonable attorney's fees, and costs and expenses of collection of the Obligations.

2. This guaranty is an unconditional, absolute, and continuing guaranty and shall remain in full force and effect irrespective of any interruption of business relations between the Company and LFUCG.

3. Anything contained in this Guaranty Agreement to the contrary notwithstanding, this Guaranty Agreement shall terminate upon the payment in full of the Obligations.

4. LFUCG shall have the right of immediate recourse against Guarantor for full and immediate payment of the Obligations at any time after the Obligations, or any part thereof, have not been paid in full according to the tenor and under the terms of the instrument governing such Obligations, whether on demand, at fixed maturity, or maturity accelerated by reason of a default.

5. The Guarantor’s liability under this Guaranty Agreement shall be direct and immediate, and not conditional or contingent upon the pursuit of any remedies against the Company, any other Guarantor (if applicable), or any other person, nor against any security or liens available to the holder of the Note for payment. If the Note is partially paid through LFUCG's election to pursue any of its remedies, or if the Note is otherwise partially paid, Guarantor shall remain liable for the entire unpaid principal balance of and all accrued but unpaid penalties, interest, charges, fees, costs, and expenses arising from or in relation to the Note and the other Obligations.

6. This is a guaranty of payment, not of collection, and Guarantor therefore agrees that LFUCG shall not be obligated prior to seeking recourse against or receiving payment from Guarantor, to any of the following (although LFUCG may do so, in whole or in part, at its sole option), all of which are hereby unconditionally waived by Guarantor:

    a. Take any steps whatsoever to collect from the Company or to file any claim of any kind against the Company;

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b. Take any steps whatsoever to accept, perfect LFUCG's interest in, foreclose, realize on or deal in any manner with collateral security, if any, for the payment of the Obligations, or any other guaranty of the Obligations; or

c. In any other respect exercise any diligence whatever in collecting or attempting to collect any of the Obligations by any means. The liability of Guarantor for payment of the Obligations shall be absolute, and unconditional, and nothing whatsoever except actual full payment to LFUCG of all the Obligations shall operate to discharge Guarantor's liability hereunder. Accordingly, Guarantor unconditionally and irrevocably waive each and every defense which, under principles of guarantee or suretyship law, would otherwise operate to impair or diminish the liability of Guarantor.

7. Without limiting the generality of the foregoing, Guarantor agrees that none of the following shall diminish or impair the liability of Guarantor in any respect (all of which may be done without notice to Guarantor of any kind):

a. Any extension, modification, indulgence, compromise, settlement or variation of the terms of any of the Obligations, or of any agreement entered into with Guarantor or any other person liable for any part of the Obligations;

b. The voluntary or involuntary discharge or release of any of the Obligations, or of any Guarantor or other person liable therefore, by reason of bankruptcy or insolvency laws or otherwise;

c. The acceptance or release, with or without substitution, by LFUCG of any collateral security or other guaranty, or collateral security for such other guaranty, or any exchange, settlement, compromise or extension with respect to any collateral security, other guaranty or collateral security for such other guaranty;

d. The application or allocation by LFUCG of payments, collections or credits on any portion of the Obligations regardless of what portion of the Obligations remains unpaid;

e. The creation of any new Obligations covered by this guaranty or renewal of any existing Obligations, or the amendment or modification of any provision or term of the Incentive Agreement, Note or any other Company's Document, with or without notice to Guarantor;

f. The making of a demand, or absence of demand, for payment of the Obligations or giving, or failing to give, any notice of dishonor or

protest or any other notice, including any notice regarding the disposition of any collateral acting as security for the incentive funding. Guarantor unconditionally waives:

i. Any subrogation of the rights of LFUCG against the Company, until all of the Obligations have been satisfied in full;

ii. Any acceptance of this guaranty; and

iii. Any set-offs of counterclaims against LFUCG which would impair LFUCG's rights against the Guarantor hereunder.

8. It is expressly understood and agreed that LFUCG shall have the right to select, in its absolute discretion, the portion of the Obligations to which this guaranty will apply, regardless of what portion of the Obligations remains unpaid; to the extent other guarantors exist, LFUCG may, at its sole option, release another Guarantor and may proceed against any Guarantor hereunder without impairing the liability of any other guarantors of the Obligations or the right of contribution among the guarantors. Guarantor consents to personal jurisdiction in any court in which enforcement of this guaranty may be sought.

9. No invalidity, irregularity or unenforceability of all or any part of the Obligations hereby guaranteed or of any security thereof shall affect, impair, or be a defense to this guaranty, and this guaranty is a joint and several, primary obligation of Guarantor.

10. Guarantor hereby grants to LFUCG a lien on and a continuing security interest in all instruments, documents, securities, cash, general intangibles, property, and the proceeds of any of the foregoing, owned by the Guarantor or in which Guarantor has an interest, which now or hereafter are at any time in possession or control of LFUCG, or in transit by mail or carrier to or from LFUCG or in the possession of any third party on behalf of LFUCG, without regard to whether LFUCG received the same in pledge, for safekeeping, as agent for collection or transmission or otherwise, or whether LFUCG had conditionally released the same, all of which shall at all times constitute additional security for the Obligations of the Company and the obligations of Guarantor hereunder, and all of which may be applied at any time without notice to the Company or to Guarantor to the Obligations of the company in such order as LFUCG may determine.

11. No amendment, modification, or waiver of this Guaranty Agreement shall be deemed to be made by LFUCG unless in writing signed by an authorized officer of LFUCG, and any such amendment, modification, or waiver shall be strictly construed. No waiver by LFUCG shall be

construed or deemed to be a waiver of any other provision or condition of this guaranty or a waiver of a subsequent breach of the same provision or condition.

12. If any Guarantor is a corporation or limited liability company, such Guarantor warrants and represents to LFUCG that it is duly organized and existing under the laws of the state of incorporation or organization and is in good standing in every other state in which it does business, that the execution, delivery and performance of this guaranty are within its corporate or company powers, have been duly authorized, are not in contravention of law or the terms of its articles, bylaws or operating agreement, or of any indenture, agreement or undertaking to which it is a party or by which it is bound, and that the execution of this guaranty is in furtherance of the business purposes of such operation. The invalidity or unenforceability of any one or more provisions of this Guaranty Agreement shall not impair the validity and enforceability of all of the other provisions of this Guaranty Agreement.

13. This Guaranty Agreement, and all rights and obligations hereunder, including matters of construction, validity and performance, shall be governed by the laws of the Commonwealth of Kentucky, and no defense given or allowed by the laws of any other state or country shall be interposed in any action hereon unless such defense is also given or allowed by the laws of the Commonwealth of Kentucky.

14. This Guaranty Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which, when taken together, shall be deemed on and the same Guaranty Agreement.

IN WITNESS WHEREOF, the undersigned Guarantor has executed this Guaranty Agreement, this ___ day of _____, 2025.

_____

Josh Marrillia,
Individually and as personal Guarantor for MARRILLIA INTERESTS, LLC

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COMMONWEALTH OF KENTUCKY)
)
COUNTY OF _____)

The foregoing Guaranty Agreement was subscribed, sworn to and acknowledged before me by Josh Marrillia, individually and as a guarantor for MARRILLIA INTERESTS, LLC, this the____day of _____, 2025.

_____
Notary Public
My commission expires: _____

4935-3487-8822, v. 1

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APPLICATION FOR:

Rev 2025

JOBS Fund Incentives

INSTRUCTIONS

All applicants should familiarize themselves with the information regarding the incentive programs for which application is made as well as other applicable program statutory requirements.

Capital expenses shall be defined as an equipment or property acquisition, building expansion, or improvements. Operating expenses shall be defined as expenses necessary for the operation of the business and shall include utilities, rent, and payroll. If an applicant does not indicate the purpose of the expenses, then the application will not be considered.

The application, consisting of the Project Information, the individual program and Certification and Disclosure worksheets, should be completed and submitted, including the original signatures, and the required attachments, to the following address:

ATTN: Chief Development Officer
Office of the Mayor
200 E. Main Street
Lexington, KY 40507
(859)-258-3100

REQUIRED ATTACHMENTS

To ensure consideration, the following items must be submitted in addition to the completed application:

1) A non-refundable application fee payable to the Lexington-Fayette Urban County Government for the

Incentive Program	Application Fee
Innovation Attraction and Support	$250
Local Business Expansion	$250

The application fee may be paid via check along with the application.
Check should be payable to: LFUCG Re: Jobs Fund Incentives Application

2) Company letter including a brief history of the business and description of the project.

3) Financial statements for the most recent fiscal year-end.

4) Monthly cash flow projections for the next two years of business operations

5) Description of current or expected customers (depending on proprietary nature)

6) Include three years reviewed and/or audited financials

Note Other items as described in the Policies and Guidelines may be requested by the committee. If all materials are not included, the application will be considered incomplete and will not be taken to th approval.

APPLICATION FOR INCENTIVE PROGRAMS
PROJECT INFORMATION

Rev 2025

Date: June 11, 2025

Is this an amendment to the initial application for incentives? Initial

APPLICANT INFORMATION (Entity applying for incentives)

Company Name			
Marrillia Interests, LLC			
Street Address	**City**	**State**	**Zip Code**
794 Manchester Street	Lexington	KY	40508
Federal Employer ID Number	**NAICS Code**	**Company Organization**	**State of Organization**
42-1762950	236220	LLC	Kentucky
Contact Person	**Title**	**Telephone**	**Fax**
Ravin Marrs	VP of Administrative Operations	859-685-0414	859-685-0418
Email Address	**Company Website**		
rmarrs@marrillia.com	www.marrillia.com		

Is the applicant registered and in good standing with the Kentucky Secretary of State?	Yes
Is the applicant registered and in good standing with the Kentucky Department of Revenue?	Yes
Is the applicant current on all local, state and federal taxes?	Yes

Has the applicant, or any owner or affiliate of the applicant, ever been convicted of any criminal offenses, been in receivership or adjudicated a bankruptcy, or been denied a business related license or had a business related license suspended or revoked by any administrative, governmental or regulatory agency?

No *If yes, please list the violation and explain (attach additional explanation if needed):*

PROJECT LOCATION

Street Address	City	State	Zip Code
794 Manchester Street	Lexington	KY	40508
County	**Industry**	**Is location in a Tax Increment Financing District?**	
Fayette	Construction		

a) Will the applicant provide a service to or use technology for customer or affiliate entities predominantly outside Lexington?	
b) Is the applicant designed to serve a multistate, national or international market?	Yes

Is the contact person for the project location the same as the person listed in the Applicant Information section? Yes *If no, then please complete the following:*

Contact Person	Email Address	Telephone	Fax

COMPANY OWNERSHIP

Please identify all owners of the company with 20% or more interest in the company, including parent companies for subsidiaries. If owners are legal entities, please identify the officers serving on the board of directors, management committee of the applicant or other governing body or appropriate principals with governing oversight of the applicant entity and provide the requested information. LFUCG may run a background check on any individuals identified. If necessary, please submit listing on a separate document.

Company or Individual Name	Date of Birth	City	State	FEIN / Social Security Number	Ownership Percent
Josh Marrillia	10/31/1979	Lexington	KY	404-31-1537	100.0%

Is the applicant or its owner publicly traded? no

EXISTING LEXINGTON LOCATIONS

Other than the proposed project, does the applicant have any existing Lexington locations? no

If yes, then please complete the following:

Company Name	Address	City	full-time positions

Please attach additional listing if more space is needed.

AFFILIATES WITH RELATION TO THE PROJECT

Will any affiliated entity be the owner or lessor of the project? No *If yes, please provide:*

Affiliate Name	Address	City, State	FEIN

Will any affiliated entity employ any employees at the site of the project? *If yes, please provide:*

Affiliate Name	FEIN	resident positions at the project location

Please attach additional listing if more space is needed.

REQUIRED ATTACHMENT: If either affiliate question is answered "yes," then a disclosure statement will be required to be submitted for each affiliated entity along with the applicant.

PUBLIC INCENTIVES

LOCAL

Is the company receiving other local incentives?	No
If yes, please list other local incentives	

STATE

Is the company receiving other state incentives?	No
If yes, please list other state incentives	

FEDERAL

Is the company receiving other federal incentives?	No
Is the company receiving an SBIR or STTR grant?	No
If yes, which partner agency?	
If yes, which Phase?	

PRIVATE FINANCING		
Is the company receiving private financing?	Yes	
If yes, please list the financing entity	Traditional Bank	
Please indicate the ($) amount of financing for the project	$1,794,488	
PROJECT COSTS		
Fund Program (Grant, Loan, or Forgivable Loan)		
Dollar Amount Requested		$ 100,000
Please provide the estimated expenses for the project		
Capital Expenses		
Operating Expenses		
Land		
Building (new construction / acquisition / additions)		$ 1,059,090
Improvements (existing buildings)		$1,794,488
Equipment (including installation costs)		
Employee Costs		
Facility Operating Costs		
Start-up Costs (excluding equipment)		
Rent (leased projects only):		$0
Estimated annual rent:		
Number of years for rent:		
TOTAL PROJECT COST		$ 2,853,578

Start-up Costs include the costs incurred to furnish and equip a facility, such as computers, furnishings, office equipment, manufacturing equipment, fixtures, relocation of out-of-state equipment and nonrecurring costs of fixed telecommunication equipment.

EMPLOYMENT, WAGES & BENEFITS

Full-time, Lexington resident employees are persons who are subject to Kentucky income tax and are employed by the company (or affiliate) at the project located in Lexington for at least 35 hours per week. (Do not include contract employees)

	Resident Employees
Current number at the project location	11
Total number of new jobs to be created	8
Total jobs projected by the end of the project	19

Total annual payroll for the current number of full-time, Lexington resident employees	$1,230,315.00

Anticipated Wages for the New Jobs to be Created:

Hourly Wage	$43	Number of Jobs	3
Hourly Wage	$38	Number of Jobs	2
Hourly Wage	$60	Number of Jobs	1
Hourly Wage	$28	Number of Jobs	1
Hourly Wage	$53	Number of Jobs	1
Hourly Wage		Number of Jobs	
Unweighted Median Hourly Wage	$43.00	Total Number of Jobs	8
		Incentive Dollars per Job	

Mean Wages for the New Jobs Above the Program Minimum ($28.00):

Hourly Wage	$43	Number of Jobs	3
Hourly Wage	$38	Number of Jobs	2
Hourly Wage	$60	Number of Jobs	1
Hourly Wage	$28	Number of Jobs	1
Hourly Wage	$53	Number of Jobs	1
Hourly Wage		Number of Jobs	
Mean Hourly Wage	$43.25	Total Number of Jobs	8

Mean Wages for the New Jobs Below the Program Minimum ($28.00):

Hourly Wage			
Hourly Wage			
Hourly Wage			
Hourly Wage			
Hourly Wage			
Hourly Wage			
Mean Hourly Wage	#DIV/0!	Total Number of Jobs	0

Employee Benefits are payments by the company for its full-time employees for health insurance, life insurance, dental insurance, vision insurance, defined benefit plans, 401(k) plans or similar plans.

Will new jobs created be offered at least some form of company paid employee benefit?	Y
What is the value of the benefit package as a percent of wages or salary?	

Indicate which of the following employee benefits will be offered as a company-paid benefit:

Y	Life Insurance	Y	Dental Insurance		Other Retirement
Y	Health Insurance		Stock Purchase	Y	Profit Sharing
Y	Disability Insurance	Y	401(k)		Other (list below)

TOTAL EMPLOYMENT AND PAYROLL PROJECTIONS

Please provide estimates for the cumulative new employment and new payroll to be created as a result of the project. Do not include employment or payroll information for existing employees at the site of the project. Minimum for compliance purposes is 5 years, or until the incentive is repaid.

	Full-time Lexington	Cumulative Total Payroll
As of Activation Date	0	$0
End of Fiscal Year 1	2	$192,500
End of Fiscal Year 2	3	$288,750
End of Fiscal Year 3	4	$385,000
End of Fiscal Year 4	4	$385,000
End of Fiscal Year 5	5	$500,000
End of Fiscal Year 6	5	$500,000
End of Fiscal Year 7	6	$595,000
End of Fiscal Year 8	6	$595,000
End of Fiscal Year 9	7	$700,000
End of Fiscal Year 10	8	$825,000

INCOME, SALES & PROFIT PROJECTIONS

Please provide estimates for the Kentucky taxable income (loss), Kentucky gross sales and Kentucky gross profits to be generated as a result of the project. If the project is an expansion, include only those estimates for the expansion portion of the project (not the existing operations).

	Income (Loss)	Sales	Profits
End of Fiscal Year 1	$755,000	$20,000,000	$672,000
End of Fiscal Year 2	$769,000	$20,000,000	$684,000
End of Fiscal Year 3	$292,200	$6,000,000	$205,200
End of Fiscal Year 4	$294,200	$6,000,000	$205,200
End of Fiscal Year 5	$296,200	$6,000,000	$205,200
End of Fiscal Year 6	$298,200	$6,000,000	$205,200
End of Fiscal Year 7	$300,200	$6,000,000	$205,200
End of Fiscal Year 8	$302,200	$6,000,000	$205,200
End of Fiscal Year 9	$304,200	$6,000,000	$205,200
End of Fiscal Year 10	$374,600	$8,000,000	$273,600

INCENTIVE USAGE INFORMATION

NEW LOCATION

Will the project be a new location in Lexington? Y *If no, skip to Expansion*

Site Acreage 2.6 Building Square Footage 15,560

The facility will be: Prof Office (P-1 Zoning)

New Constructions: Provide the Anticipated Construction Dates:

Start

Completion

Acquisitions: Answer the following:

Has the facility been unoccupied for more than 90 days? Y

EXPANSION

Will the project be an expansion of an existing facility? *If no, skip to New Equipment*

a) Does the project involve additions or renovations to existing buildings?

b) Does the project involve relocation from an existing facility?

c) If b) is yes, is real estate available at or adjacent to the existing facility?

d) What is the total estimated cost of the expansion?

Present Acreage		Present Square Footage	
Increased Acreage		Increased Square Footage	
Total Acreage	0.0	Total Square Footage	0

NEW EQUIPMENT

Will the incentive be for a purchase of new equipment? *If no, skip to Operating Expenses*

Does the facility currently own a similar piece of equpiment?

Will the new equipment be used for expanded capacity?

What is the total estimated cost of the new equipment?

OPERATING EXPENSES

Will the incentive be for an operating subsidy? *If yes, please list monthly expenses*

Monthly Lease		Other	
Monthly Utilities		List Other Expenses	
Monthly Payroll			
Monthly Supplies			

If the incentive does not match any of the programs listed, please attach a document describing the proposed use of incentive funds with rationale.

COLLATERAL

Please indicate any collateral to secure incentives including serial numbers.

Cash Value of Collateral

Please list any lienholders on the existing collateral.

FOR OFFICE USE ONLY

Date Submitted

CDO Review

Board Review

Council Review

PROGRAM:

Grant

Loan

Financial Statements

Application Fee

Company Letter

INTEREST:

Loan Interest Rate

Penalty Rate

APPLICATION FOR JOBS FUND INCENTIVES
CERTIFICATION OF APPLICATION Rev 2025

Company Name
Marrillia Interests, LLC

CERTIFICATION

Eligibility for financial assistance is determined by the information presented in this application and in the required attachments. Any changes in the status of the proposed project from the facts presented herein, including but not limited to the commencement of construction, any public announcement or legal commitment (e.g., lease or contract) without contingency language, could jeopardize the project's eligibility for incentives. Please contact the staff of the LFUCG before taking any action which would change the status of the project as reported herein.

I, the undersigned, on behalf of the applicant, hereby represent and certify that the foregoing application information, including all attachments, to the best of my knowledge, is (a) true, complete and accurate with respect to the information concerning the proposed project for which financial incentives are sought; and (b) does not contain any information for which any entity competing with the applicant may claim a proprietary interest.

Select which of the following is applicable:

[ ] For a new location project, I represent and certify that, but for the financial incentives being provided through this application, the proposed project could not reasonably and efficiently locate in Lexington and would likely locate outside of Lexington.

[X] For an expansion project, I represent and certify that the financial incentives being provided in this application are necessary for the expansion to occur.

The undersigned, on behalf of the applicant, acknowledges that information contained within the application and its

The undersigned, on behalf of the applicant, acknowledges that the applicant will be required to self-report annually the

In addition, the undersigned, on behalf of the applicant, acknowledges and grants permission to the LFUCG to share any

	President
Signature	Title
Josh Marrillia	June 11, 2025
Print Name	Date

For Electronic Signature: The person responsible for signing the document may type his/her name in the signature field, but

x

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0930-25

File ID:	0930-25	**Type:**	Agenda Item	**Status:**	Agenda Ready
Version:	1	**Contract #:**	116-2024	**In Control:**	General Services
				File Created:	09/26/2025
File Name:	Change Order #4 - BMI Builds CO4 - #116-2024			**Final Action:**	

Title: Authorization to execute Change Order #4 with BMI Builds LLC for the Valley Park Building Renovation & Expansion in the amount of $85,250.00 increasing the contract from $1,993,321.26 to $2,078,571.26 with a (0) calendar day change to the contract time. For the integration of the Parks Site Masterplan additional lower lot parking spots, sealing & striping asphalt, anti-graffiti coating on the building, and an additional exhaust fan. Funds are budgeted. (L0930-25)(Ford)

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	Memo-BMI Builds -CO4, Change Order Contract Details Form_CO4, BMI_CO4_Documentation for Change, BMI_CO4_Proposal Request, Justification for CO4_BMI Builds	**Enactment Number:**	
Deed #:		**Hearing Date:**	
Drafter:	Lisa Grober	**Effective Date:**	

History of Legislative File

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

Text of Legislative File 0930-25

Title

Authorization to execute Change Order #4 with BMI Builds LLC for the Valley Park Building Renovation & Expansion in the amount of $85,250.00 increasing the contract from $1,993,321.26 to $2,078,571.26 with a (0) calendar day change to the contract time. For the integration of the Parks Site Masterplan additional lower lot parking spots, sealing & striping asphalt, anti-graffiti coating on the building, and an additional exhaust fan. Funds are budgeted. (L0930-25)(Ford)

Summary

Authorization to execute Change Order #4 with BMI Builds LLC for the Valley Park Building

Renovation & Expansion in the amount of $85,250.00 increasing the contract from $1,993,321.26 to $2,078,571.26 with a (0) calendar day change to the contract time. For the integration of the Parks Site Masterplan additional lower lot parking spots, sealing & striping asphalt, anti-graffiti coating on the building, and an additional exhaust fan. Funds are budgeted. (L0930-25)(Ford)

Budgetary Implications [select]: Yes

Advance Document Review:

Law: n/a

Risk Management: n/a

Fully Budgeted [select]: Yes

Account Number: 1105-707602-7221-91015

This Fiscal Year Impact: $85,250.00

Annual Impact: $0

Project: VALLEY_PK_2024

Activity: COUNCIL

Budget Reference: 2024

Current Balance: $95,630.29

MAYOR LINDA GORTON

LEXINGTON

CHRIS FORD
COMMISSIONER
GENERAL SERVICES

TO: Mayor Linda Gorton
Honorable Members, Urban County Council

FROM: Chris Ford, Commissioner of General Services

DATE: September 26, 2025

SUBJECT: Request Council authorization to execute Change Order #4 with BMI Builds LLC for the Valley Park Building Renovation & Expansion in the amount of $85,250.00 increasing the contract from $1,993,321.26 to $2,078,571.26 with a (0) calendar day change to the contract time.

Request:

Request Council authorization to execute Change Order #4 with BMI Builds LLC for the Valley Park Building Renovation & Expansion in the amount of $85,250.00 increasing the contract from $1,993,321.26 to $2,078,571.26 with a (0) calendar day change to the contract time.

Purpose:

The addition of $85,250.00 and additional (0) calendar days includes integration of Parks Site Masterplan additional lower lot parking spots, sealing & striping existing asphalt lower lot, anti-graffiti coating on the building, and additional exhaust fan.

Budgetary Implication:

Increase of $85,250.00 to the current contract

Are the funds budgeted?

Yes. This will be paid from 1105-707602-7221-91015-2024-VALLEY_PK_2024-COUNCIL

File Number: 0930-25

Commissioner: Chris Ford

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
CONTRACT CHANGE ORDER
Page 1 of 2

Date:	**September 25, 2025**	
Project:	Valley Park Building Renovation & Expansion	
Location:	2077 Cambridge Drive	
Contract No.	116-2024	
Original Contract Amt.	$1,514,024.88	
Cumulative Amount of Previous Change Orders	$479,296.38	
Percent Change - Previous Change Orders		31.66%
Total Contract Amount Prior to this Change Order	$1,993,321.26	
Change Order No.	**4**	

To (Contractor):
BMI Builds LLC, 156 Rocky Waters Way, Georgetown, KY 40324

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

Current Change Order

Item No.	Description of changes-quantities, unit prices, change in completion date, etc.	Decrease in contract price	Increase in contract price	
1	Site Masterplan - New Lower Spots		$58,000.00	
2	Site Masterplan - Stripe & Seal lower lot		$15,500.00	
3	Site Masterplan- Antigraffiti coating on building		$10,000.00	
4	Exhaust fan		$1,750.00	
5	Addition of (0) Calendar Days due to additional work		$0.00	
	Total decrease	$0.00		
	Total increase		$85,250.00	
	Net Amount of this Change Order	$85,250.00		
	New Contract Amount Including this Change Order	$2,078,571.26		
	Percent Change - This Change Order			5.63%
	Percent Change - All Change Orders			37.29%

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

Recommended by:	(Project Manager)	Date 9·26·25
Reviewed / Accepted by:	(Consultant)	Date 9/26/25
Accepted by:	(Contractor)	Date 9 26 25
Approved by:	(Director)	Date
Approved by:	(Commissioner)	Date 9/26/25
Approved by:	(Mayor or CAO)	Date

September 25, 2025

Mirza Salkovic
BMI Builds, LLC
156 Rocky Waters Way
Georgetown, KY 40324

TO:
Lisa Grober
LFUCG Architect

SUBJECT: LF00207105 – Valley Park Building Renovation & Expansion – Change Order #4

BMI Builds proposes the following pricing and breakdown for Change Order #4. We submit this for your consideration and review for approval. Please let us know if you need any additional information to approve this change order request.

Description	**Price**
Site Master Plan-New Lower Spots	$58,000.00
Site Master Plan-Anti-graffiti coating	$10,000.00
Site Master Plan-Seal & Stripe	$15,500.00
Exhaust Fan	$1,750.00
GRAND TOTAL	**$85,250.00**

Thank you for consideration!

Mirza Salkovic
Mirza Salkovic
BMI Builds, LLC
Managing Partner

131 Prosperous Place, Suite 19b
Lexington, Kentucky 40509
Phone: 859-259-1515
Fax: 859-231-5060
Email: thornberrydg@jearchitects.net

Johnson - Early Architects

Proposal Request

PR#: 006

Project: Valley Park Building

Date: June 4, 2025

LFUCG has requested that BMI Builds prepare a formal cost proposal *(COST INCREASE / TIME INCREASE)* to complete work associated with the following items. Please provide a labor/material breakdown for each item for review, if applicable.

This proposal request does not indicate a notice-to-proceed for the work outlined below.

PR #6A/B/C: SITE & PARKING IMPROVEMENTS

There are several miscellaneous items which Parks & Recreation would like to address as part of this project, that currently are not included in the project scope-of-work. Below is an accounting of the items which they would like to address.

See attached site drawing package for detailed information regarding the scopes of work outlined below.

Item A: Miscellaneous Site Improvements

1. Remove the existing asphalt at the upper parking lot.
2. Construct a new parking area per the attached drawings.
3. Construct a new sidewalk connecting outdoor patio slab to the new parking area.
4. Remove & replace the existing concrete entry aprons at the parking lot entrances/exits onto Cambridge Drive.

Item B: Lower Parking Lot Improvements

1. Remove & replace the existing concrete entry aprons at the parking lot entrances/exits onto Cambridge Drive.
2. Construct a new concrete walk & stair connecting the covered patio area to the lower parking lot.
3. Construct miscellaneous sidewalks at the lower parking lot area.
4. Construct (11) new asphalt paved, angled parking spaces.
5. Remove portions of existing fence to accommodate new sidewalks and reinstall new fencing as shown.

Item C: Sealing & Striping

1. Seal and stripe the existing lower parking lots and drives.



EX. CONDITIONS & SITE DEMOLITION PLAN

SCALE: 1"=30'-0"

The New Look For Digging Safely in Kentucky
Kentucky 811
Call 811 Before You Dig

DEMOLITION NOTES:

1. CONTRACTOR SHALL PERFORM ALL WORK IN ACCORDANCE WITH THE REGULATIONS AND SPECIFICATIONS OF LFUCG AND KY DIVISION OF WATER.
2. ALL WORK INSIDE KYTC RIGHT-OF-WAY SHALL BE IN ACCORDANCE WITH KYTC STANDARDS.
3. THE CONTRACTOR MUST OBTAIN THE LATEST ISSUES OF THE LFUCG ZONING ORDINANCE, SUBDIVISION REGULATIONS, AND GENERAL SPECIFICATIONS. ALL CONSTRUCTION MUST CONFORM TO THESE DOCUMENTS.
4. THE UTILITY LOCATION INFORMATION SHOWN ON THESE PLANS IS APPROXIMATE ONLY. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO DETERMINE THE EXACT LOCATION OF THE UTILITIES PRIOR TO ANY CONSTRUCTION. DAMAGE TO ANY EXISTING UTILITY IS TO BE REPAIRED BY THE CONTRACTOR AT HIS/HER EXPENSE.
5. PORTIONS OF THE VALLEY PARK SITE LIE WITHIN THE 100 YEAR FLOOD PLAIN AS PER THE NATIONAL FLOOD INSURANCE PROGRAM, NATIONAL FLOOD INSURANCE RATE MAP, FAYETTE COUNTY, PANEL 2100670116E, DATED MARCH 3, 2014. EXTENTS OF CONSTRUCTION SHOWN ON THIS PLAN DOES NOT LIE WITHIN THE FLOODPLAIN.
6. THE CONTRACTOR IS TO LOCATE ALL EXISTING UTILITIES (B.U.D.), INCLUDING NON-MEMBER UTILITIES, PRIOR TO ANY CONSTRUCTION. ANY UTILITY CHANGE EXPENSES SHALL BE THE CONTRACTORS RESPONSIBILITY.
7. PRIOR TO BEGINNING CONSTRUCTION, CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING UTILITIES BOTH HORIZONTALLY AND VERTICALLY.
8. CONTRACTOR SHALL BE RESPONSIBLE FOR CONTACTING ALL APPLICABLE UTILITY PROVIDERS PRIOR TO DEMOLITION TO ENSURE UTILITIES HAVE BEEN TURNED OFF.
9. SHOULD THE CONTRACTOR ENCOUNTER HAZARDOUS MATERIALS ON SITE, WHICH HAVE NOT BEEN RENDERED HARMLESS, THE CONTRACTOR SHALL IMMEDIATELY STOP ALL WORK IN THE CONTAMINATED AREA AND REPORT THE CONDITION TO THE OWNER AND ARCHITECT / ENGINEER. REFER TO GEOTECHNICAL, ASBESTOS, ENVIRONMENTAL PHASE I & PHASE II REPORTS LOCATED IN THE SPECIFICATIONS FOR ADDITIONAL INFORMATION. NOTE: EXISTING VCT & MASTIC IN MULTI-PURPOSE ROOM SHALL BE ABATED PRIOR TO CONSTRUCTION.
10. THE CONTRACTOR IS RESPONSIBLE FOR JOB SITE SECURITY. CONTRACTOR SHALL INSTALL CONSTRUCTION FENCING AS REQUIRED.

DEMOLITION NOTES:

*1 SAWCUT AND REMOVE CONCRETE WALK/PAVEMENT AND BASE - DO NOT UNDERMINE EXISTING PAVEMENT TO REMAIN.
*2 SAWCUT AND REMOVE ASPHALT PAVEMENT AND BASE - DO NOT UNDERMINE EXISTING PAVEMENT TO REMAIN.
*3 REMOVE EXISTING STRIPING.
*4 REMOVE EXISTING CULVERT
*5 REMOVE EXISTING FENCE

SHEET NOTES:

A EXISTING ASPHALT PAVEMENT TO REMAIN.
B EXISTING CONCRETE PAVEMENT TO REMAIN.
C EXISTING UTILITIES TO REMAIN.
D EXISTING TREE/SHRUBS TO REMAIN
E EXISTING SIDEWALK TO REMAIN
F EXISTING LIGHT POLE TO BE RELOCATED

DEMOLITION LEGEND:

DEMO ASPHALT PAVEMENT
DEMO CONCRETE PAVEMENT
EXISTING ASPHALT PAVEMENT TO REMAIN
EXISTING CONCRETE PAVEMENT TO REMAIN
EXISTING ASPHALT SURFACE TO BE RESEALED AND STRIPED

PARK NOTES:

THIS IS AN EXISTING, OCCUPIED LFUCG PARK. CONTRACTOR SHALL COORDINATE CONSTRUCTION ACTIVITIES WITH LFUCG AS TO ALLOW THE PARK TO CONTINUE TO FUNCTION SAFELY THROUGHOUT CONSTRUCTION.

UTILITY NOTES:

ALL UTILITIES SHOWN ON THESE PLANS ARE APPROXIMATE. INDIVIDUAL SERVICES ARE NOT SHOWN. THE CONTRACTOR OR SUBCONTRACTOR SHALL NOTIFY THE UTILITY PROTECTION CENTER, "KENTUCKY DIG SAFELY (K.D.S.)" (TOLL FREE PHONE NO. 1-800-752-6007) FORTY EIGHT HOURS IN ADVANCE OF ANY CONSTRUCTION ON THIS PROJECT. THIS NUMBER WAS ESTABLISHED TO PROVIDE ACCURATE LOCATIONS OF EXISTING BELOW GROUND UTILITIES (I.E. CABLES, ELECTRIC WIRES, GAS, AND WATERLINES). THE CONTRACTOR SHALL BE RESPONSIBLE FOR BECOMING FAMILIAR WITH ALL UTILITY REQUIREMENTS SET FORTH ON THE PLANS AND IN THE TECHNICAL SPECIFICATIONS AND SPECIAL PROVISIONS.

UNDERGROUND UTILITIES:

THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND EXISTING RECORD DRAWINGS. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED, ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM THE INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.

REVISIONS
1) —

LFUCG PARKS & RECREATION EXPANSION OF:
VALLEY PARK BUILDING
2077 CAMBRIDGE DR. - LEXINGTON, KY 40504

johnson • early • architects
131 prosperous place, suite 19b • lexington, kentucky 40509
phone: 859-259-1515 • fax: 859-231-5060 • e-mail: earlyjb@jearchitects.net

BANKS

EX. CONDITIONS & SITE DEMOLITION PLAN

DATE	DRAWN BY	CHECKED	REVISIONS
MAY 12, 2025	JTS	JBE	

SHEET NO.
SD-1



SITE IMPROVEMENT PLAN

SCALE: 1"=30'-0"

NORTH 0 15 30 60

GENERAL NOTES:

1. ALL CONSTRUCTION METHODS MATERIALS AND WORK ACTIVITIES SHALL BE IN ACCORDANCE WITH LFUCG SPECIFICATIONS AS WELL AS THE KENTUCKY TRANSPORTATION CABINET (KTC) DEPARTMENT OF HIGHWAYS SPECIFICATIONS AND SUPPLEMENT FOR ROAD AND BRIDGE CONSTRUCTION LATEST ADDITION, UNLESS OTHERWISE SPECIFIED. THE CURRENT KTC STANDARD DRAWINGS WILL ALSO APPLY UNLESS OTHERWISE NOTED ON THE PLANS.
2. CONTRACTOR SHALL OBTAIN A COPY OF THE GEOTECHNICAL REPORT FROM THE OWNER PRIOR TO BEGINNING CONSTRUCTION FOR RECOMMENDATIONS ON OVER EXCAVATION IN BUILDING PAD AREAS, PAVEMENT DESIGNS, ETC.
3. CONTRACTOR TO FIELD VERIFY ALL LOCATIONS AND DEPTHS OF EXISTING STORM/SANITARY/GAS/WATER LINES PRIOR TO BEGINNING CONSTRUCTION.
4. CONTRACTOR TO VERIFY ALL BUILDING DIMENSIONS WITH THE ARCHITECTURAL PLANS PRIOR TO CONSTRUCTION.
5. ALL DIMENSIONS SHOWN IN PAVED AREAS ARE FROM FACE OF CURB TO FACE OF CURB UNLESS OTHERWISE NOTED.
6. WHEN MATCHING EXISTING BITUMINOUS ASPHALT PAVEMENTS, A TWO (2) INCH DEPTH SAW CUT SHALL BE MADE A MINIMUM OF TWELVE (12) INCHES FROM THE EDGE OR TO SOUND MATERIAL AND THE ASPHALT MATERIALS SHALL BE PLACED TO FORM A WATERTIGHT JOINT.
7. CONCRETE PAVING NOTE:
   A. SCORING PATTERN IS TO BE PERPENDICULAR/PARALLEL TO PROPOSED BUILDING. MAXIMUM SPACING ON CONTROL JOINTS - 5'-0" O.C. MAXIMUM SPACING ON EXPANSION JOINTS - 40'-0".
   B. EXPANSION JOINT MATERIAL (SELF LEVELING JOINT SEALANT) TO BE ADJACENT TO BUILDING AT ALL AREAS OF CONCRETE CONSTRUCTION. ALL COLD JOINTS AND ALONG ALL CURBS..
8. ALL STORM SEWER CONSTRUCTION SHALL BE IN ACCORDANCE WITH LFUCG SPECIFICATIONS.
9. ALL ACCESSIBLE SITE FEATURES, INCLUDING SIGNAGE, SHALL BE CONSTRUCTED IN ACCORDANCE WITH ACCEPTABLE "ADA" REQUIREMENTS FOR HANDICAP ACCESSIBILITY.
10. CONTRACTOR SHALL BE RESPONSIBLE FOR 4" WHITE PAINTED PARKING STRIPES, AND THAT WHICH IS REQUIRED FOR HANDICAP PARKING. REFER TO LFUCG TRAFFIC ENGINEERING STANDARDS FOR ALL THERMOPLASTIC PAVEMENT MARKINGS.
11. CONTRACTOR TO COORDINATE FINAL DESIGN OF SIDEWALK STEPS, WALKWAYS, AND ACCESSIBLE RAMPS WITH ARCHITECT/OWNER.
12. ALL ACCESSIBLE ROUTES SHALL HAVE A 5.00% MAXIMUM LONGITUDINAL SLOPE WITH A 2.00% MAXIMUM CROSS SLOPE.
13. ALL ACCESSIBLE PARKING STALLS SHALL BE CONSTRUCTED WITH A MAXIMUM 2.00% CROSS SLOPE IN ANY DIRECTION.
14. ALL ACCESSIBLE RAMPS SHALL HAVE A YELLOW TACTILE WARNING SURFACE (ARMOR-TILE, OR APPROVED EQUAL) PER "ADA" REQUIREMENTS FOR HANDICAP ACCESSIBILITY.
15. THE CONTRACTOR IS TO LOCATE ALL EXISTING UTILITIES (B.U.D.), INCLUDING NON-MEMBER UTILITIES, PRIOR TO ANY CONSTRUCTION.
16. THE UTILITY LOCATION INFORMATION SHOWN ON THESE PLANS IS APPROXIMATE ONLY. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO DETERMINE THE EXACT LOCATION OF THE UTILITIES PRIOR TO ANY CONSTRUCTION.
17. EXISTING UTILITIES ARE LOCATED USING THE BEST INFORMATION AVAILABLE. IT IS THE CONTRACTOR'S RESPONSIBILITY TO FIELD VERIFY ALL UTILITIES PRIOR TO DIGGING. DAMAGE TO EXISTING UTILITIES IS TO BE REPAIRED BY THE CONTRACTOR AT HIS EXPENSE.
18. ALL SIGNAGE TO BE COORDINATED WITH LFUCG STANDARDS.
19. IT IS THE CONTRACTOR'S RESPONSIBILITY TO REPAIR ANY LOCATION IMPACTED BY CONSTRUCTION ACTIVITIES TO LIKE NEW CONDITION.

SHEET NOTES:

1. CONCRETE WALK PER DETAIL (SEE DETAIL SHEETS)
2. BLUE 4" PARKING LOT STRIPING PER ADA STANDARDS
3. 4" WHITE PARKING LOT STRIPING
4. NEW LIGHT DUTY ASPHALT
5. RESEAL AND STRIPE EXISTING PAVEMENT
6. HANDICAP SIGN AND SYMBOL
7. CONCRETE STAIRS (SEE DETAIL SHEET FOR MORE INFORMATION)
8. DETECTABLE WARNING PANEL (PER DETAIL ON SHEET SD-6)

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Kentucky 811
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UTILITY NOTE:

ALL UTILITIES SHOWN ON THESE PLANS ARE APPROXIMATE. INDIVIDUAL SERVICES ARE NOT SHOWN. THE CONTRACTOR OR SUBCONTRACTOR SHALL NOTIFY THE UTILITY PROTECTION CENTER, "KENTUCKY DIG SAFELY (K.D.S.)" (TOLL FREE PHONE NO. 1-800-752-6007) FORTY EIGHT HOURS IN ADVANCE OF ANY CONSTRUCTION ON THIS PROJECT. THIS NUMBER WAS ESTABLISHED TO PROVIDE ACCURATE LOCATIONS OF EXISTING BELOW GROUND UTILITIES (I.E. CABLES, ELECTRIC WIRES, GAS, AND WATERLINES). THE CONTRACTOR SHALL BE RESPONSIBLE FOR BECOMING FAMILIAR WITH ALL UTILITY REQUIREMENTS SET FORTH ON THE PLANS AND IN THE TECHNICAL SPECIFICATIONS AND SPECIAL PROVISIONS.

EXISTING UTILITIES NOTE

ANY EXISTING UTILITIES TO REMAIN WHICH HAVE LIDS, VALVES, ETC AT FINISHED GRADE SHALL BE ADJUSTED TO MEET THE NEW PROPOSED GRADES. REFER TO THE GRADING PLAN FOR ADDITIONAL INFORMATION.

SURVEY NOTE:

THESE PLANS DO NOT CONSTITUTE A BOUNDARY SURVEY AND ARE NOT INTENDED FOR LAND TRANSFER. THEY DO NOT MEET THE MINIMUM STANDARDS FOR A BOUNDARY SURVEY. THE SOLE PURPOSE OF THIS SHEET IS FOR USE IN OBTAINING A BUILDING PERMIT.

BENCHMARK

NOTE: ALL ELEVATIONS ARE BASED ON NAVD 1988 DATUM AND WERE DERIVED FROM A GPS SURVEY.

SOURCE BENCHMARK: GPS CONTROL ON GPS-KY STATE PLANE COORDINATE SYSTEM. KY SINGLE ZONE.

ENGINEER TO SUPPLY CONTRACTOR WITH BENCHMARKS AT CONTRACTOR'S DIRECTION.

HATCH LEGEND

- HEAVY DUTY PAVEMENT
- LIGHT DUTY PAVEMENT
- PROPOSED CONCRETE PAVEMENT

REVISIONS
1) ---

LFUCG PARKS & RECREATION EXPANSION OF:
VALLEY PARK BUILDING
2077 CAMBRIDGE DR. - LEXINGTON, KY 40504

johnson • early • architects
131 prosperous place, suite 19b • lexington, kentucky 40509
phone: 859-259-1515 • fax: 859-231-5060 • e-mail: earlyjb@jearchitects.net

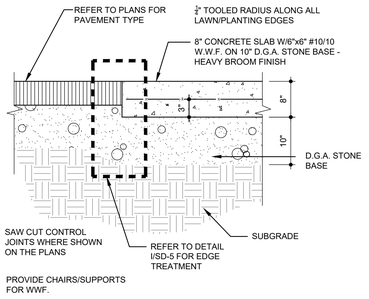
BANKS

SITE IMPROVEMENT PLAN

SHEET NO. SD-2

DATE	DRAWN BY	CHECKED	REVISIONS
MAY 12, 2025	JTS	JBE	

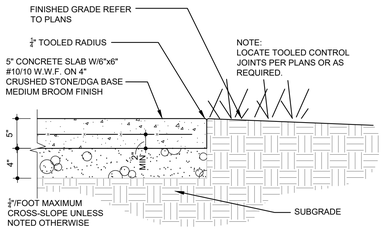

EX-CANOPY
EX-BUILDING
EX_8"VCP
89.81'
N 77°09'43" W
N 12°50'17" E
20.00'
300.39'
N 77°09'43" W
SAN
SAN
SAN



8" CONCRETE PVMT

SCALE: NOT TO SCALE

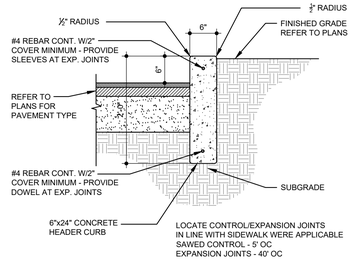
A SD-4



5" CONCRETE WALK

SCALE: NOT TO SCALE

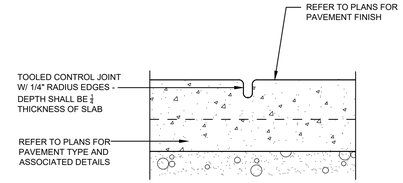
B SD-4



HEADER CURB

SCALE: NOT TO SCALE

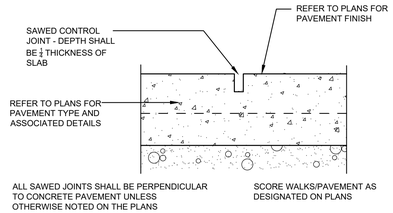
C SD-4



CONTROL JOINT

SCALE: NOT TO SCALE

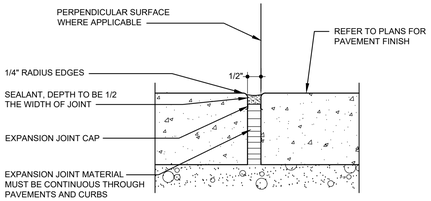
D SD-4



SAWED JOINT

SCALE: NOT TO SCALE

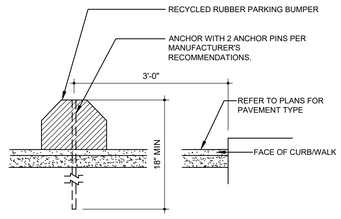
E SD-4



EXPANSION JOINT

SCALE: NOT TO SCALE

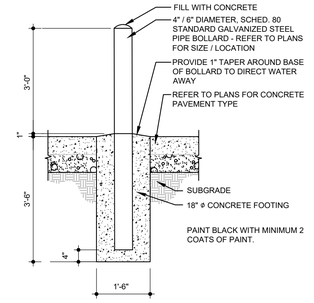
F SD-5



PARKING BUMPER

SCALE: NOT TO SCALE

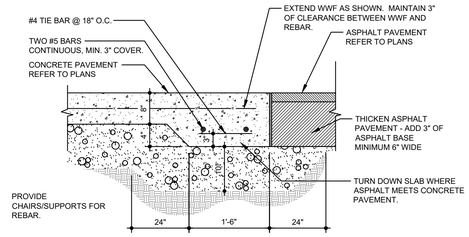
G SD-5



BOLLARD

SCALE: NOT TO SCALE

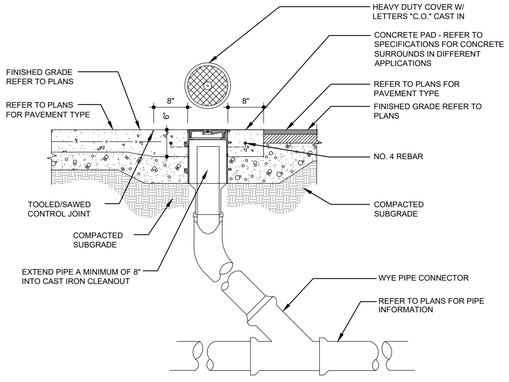
H SD-4



CONCRETE / ASPHALT SECTION

SCALE: NOT TO SCALE

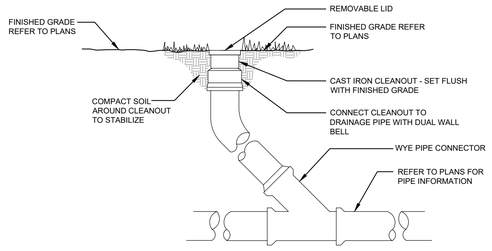
I SD-4



CLEAN OUT

SCALE: NOT TO SCALE

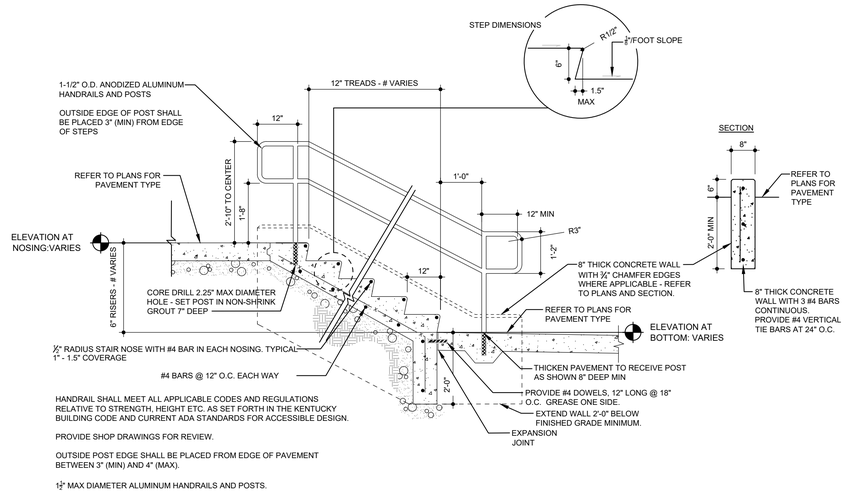
J SD-4



CLEAN OUT

SCALE: NOT TO SCALE

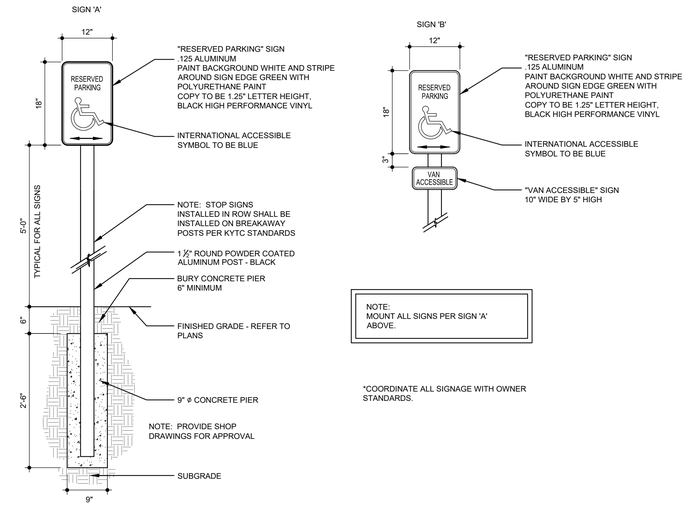
K SD-4



CONCRETE STEPS AND HANDRAIL

NOT TO SCALE

A SD-4



SITE SIGNAGE

SCALE: NOT TO SCALE

L SD-4

REVISIONS

1) ---

LFUCG PARKS & RECREATION EXPANSION OF:

VALLEY PARK BUILDING

2077 CAMBRIDGE DR. - LEXINGTON, KY 40504

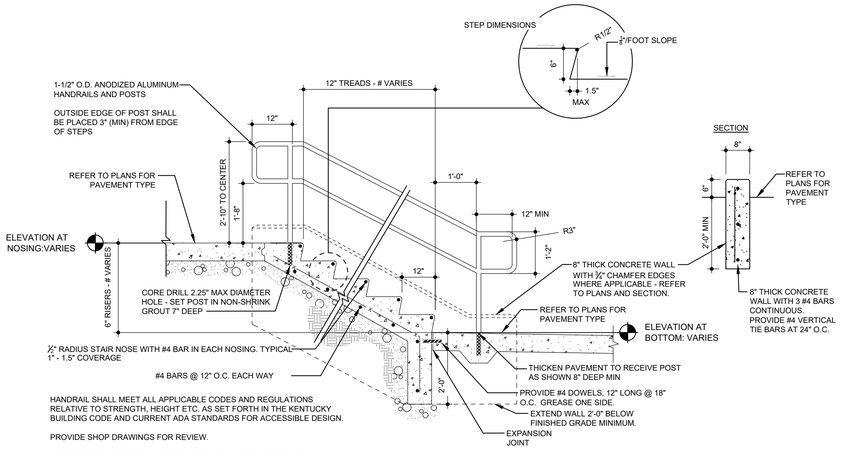
johnson • early • architects
131 prosperous place, suite 19b • lexington, kentucky 40509
phone: 859-259-1515 • fax: 859-231-5060 • e-mail: earlyjb@jearchitects.net

BANKS

SITE DETAILS

SHEET NO. SD-4

DATE	DRAWN BY	CHECKED	REVISIONS
MAY 12, 2025	JTS	JBE	



HANDRAIL SHALL MEET ALL APPLICABLE CODES AND REGULATIONS RELATIVE TO STRENGTH, HEIGHT ETC. AS SET FORTH IN THE KENTUCKY BUILDING CODE AND CURRENT ADA STANDARDS FOR ACCESSIBLE DESIGN.

PROVIDE SHOP DRAWINGS FOR REVIEW.

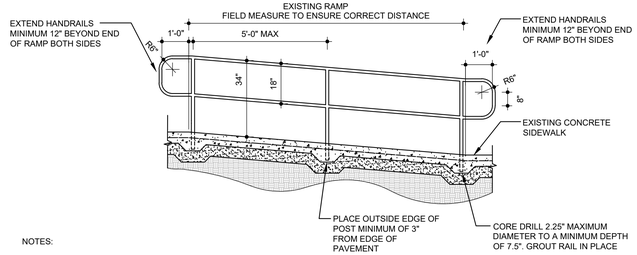
OUTSIDE POST EDGE SHALL BE PLACED FROM EDGE OF PAVEMENT BETWEEN 3" (MIN) AND 4" (MAX).

1½" MAX DIAMETER ALUMINUM HANDRAILS AND POSTS.

CONCRETE STEPS AND HANDRAIL

NOT TO SCALE

A SD-6



NOTES:

REFER TO PLANS FOR RAMP DESIGN AND LAYOUT. RAMPS SHALL HAVE HANDRAILS ON BOTH SIDES.

HANDRAIL SHALL MEET ALL APPLICABLE CODES AS SET FORTH IN THE KENTUCKY BUILDING CODE AND CURRENT ADA STANDARDS FOR ACCESSIBLE DESIGN.

HANDRAIL AND POSTS SHALL BE 1.5" O.D. ALUMINUM PIPE, TYP.

PROVIDE SHOP DRAWINGS FOR REVIEW BY ARCHITECT.

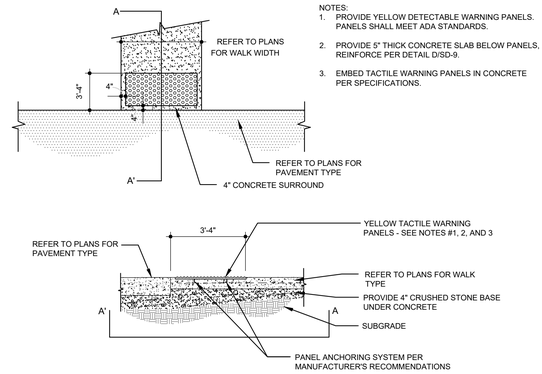
RAMP SHALL HAVE A MAXIMUM SLOPE OF ONE INCH PER FOOT (1 IN 12) OR 8.33%.

HANDRAILS SHALL BE CONTINUOUS FOR ENTIRE RUN OF RAMP AS SHOWN ON PLANS.

ADA HANDRAIL

NOT TO SCALE

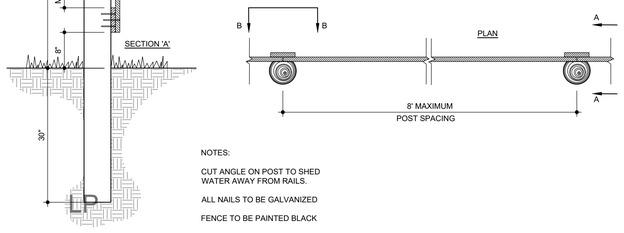
B SD-6



DETECTABLE WARNING PANEL

NOT TO SCALE

C SD-6



NOTES:

CUT ANGLE ON POST TO SHED WATER AWAY FROM RAILS.

ALL NAILS TO BE GALVANIZED

FENCE TO BE PAINTED BLACK

4-BOARD WOOD FENCE

NOT TO SCALE

D SD-6

REVISIONS

1) ---	

LFUCG PARKS & RECREATION EXPANSION OF:

VALLEY PARK BUILDING

2077 CAMBRIDGE DR. - LEXINGTON, KY 40504

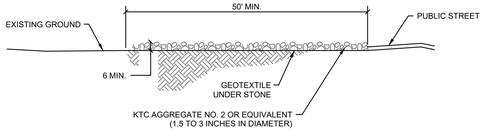
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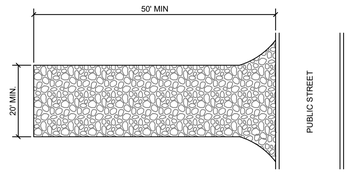
SITE DETAILS

SHEET NO. SD-5

DATE	DRAWN BY	CHECKED	REVISIONS
MAY 12, 2025	JTS	JBE	

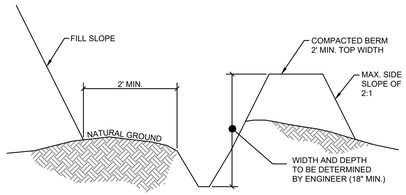


CROSS SECTION

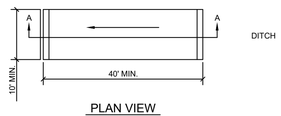


PLAN VIEW

CONSTRUCTION ENTRANCE



TEMPORARY DIVERSION DITCH



PLAN VIEW

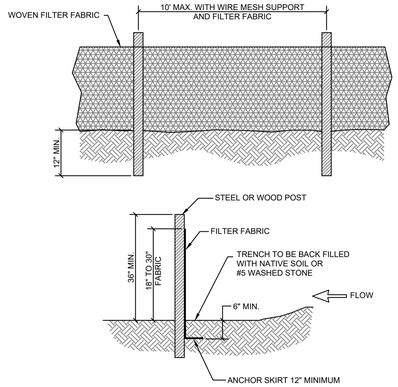


SECTION A-A

TEMPORARY SEDIMENT TRAP

TEMPORARY SEDIMENT TRAP NOTES:

1. THE SIZE, SHAPE AND LOCATION OF TRAP MAY BE ADJUSTED FROM THAT SHOWN IN THE CONSTRUCTION PLANS, AS DIRECTED BY THE ENGINEER.
2. THE SEDIMENT TRAP MAY BE CONSTRUCTED AS DIRECTED BY THE ENGINEER, AS LONG AS THE AREA AND DEPTH IS AT LEAST AS THAT INDICATED ON THE PLANS.
3. SEDIMENT TRAP SHALL BE CONSTRUCTED BY EXCAVATING THE BASIN IN NATURAL OR EXCAVATED CHANNELS. SEDIMENT DEPOSITS IN TRAP SHALL BE REMOVED EACH TIME THE TRAP IS APPROXIMATELY 50 PERCENT FILLED. WHEN THEIR USEFULNESS HAS ENDED, THE TRAPS SHALL BE REMOVED, SURPLUS MATERIAL DISPOSED OF AND THE ENTIRE DISTURBED AREA SHALL BE SEEDED AND PROTECTED, OR SODDED, AS DIRECTED. SEDIMENT TRAPS MAY REMAIN IN PLACE UPON COMPLETION OF THE PROJECT ONLY WHEN PERMITTED BY THE ENGINEER OR THE PLANS.



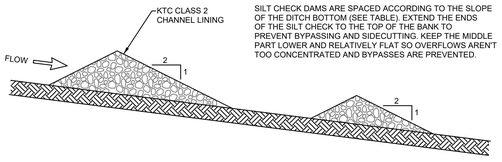
SILT FENCE DETAIL

TEMPORARY SILT FENCE GENERAL NOTES:

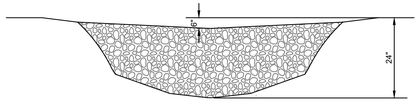
1. FILTER FABRIC SHALL BE PURCHASED IN A CONTINUOUS ROLL AND CUT TO THE LENGTH OF THE BARRIER, WHEN JOINTS CANNOT BE AVOIDED, FILTER FABRIC SHALL BE SPLICED TOGETHER ONLY AT A POST WITH 3 FOOT MIN. OVERLAP, AND SECURELY SEALED.
2. POSTS SHALL BE SPACED AT 6 FOOT INTERVALS IN AREAS OF RAPID RUNOFF.
3. POSTS SHALL BE AT LEAST 5 FEET IN LENGTH.
4. STEEL POSTS SHALL HAVE PROJECTIONS FOR FASTENING WIRE AND FABRIC.
5. WOOD POSTS SHALL BE 2 INCHES BY 2 INCHES OR EQUIVALENT. STEEL POSTS SHALL BE 1:3 LBS PER LINEAR FOOT.
6. A WIRE MESH SUPPORT FENCE SHALL BE FASTENED SECURELY TO THE UPSLOPE SIDE OF THE POSTS USING HEAVY DUTY WIRE STAPLES AT LEAST 1 INCH IN LENGTH, WIRE TIES OR HOG RINGS. THE WIRE SHALL EXTEND INTO THE TRENCH A MINIMUM OF 2 INCHES AND SHALL NOT EXTEND MORE THAN 36 INCHES ABOVE THE ORIGINAL GROUND SURFACE.
7. WASHED STONE SHALL BE USED TO BURY SKIRT WHEN SILT FENCE IS USED ADJACENT TO A CHANNEL, CREEK, OR POND.
8. TURN SILT FENCE UP SLOPE AT ENDS.

SPACING FOR SILT CHECK DAMS		
DITCH SLOPE	SILT CHECK DAM SPACING	ADDITIONAL INFORMATION
30%	10 ft.	CALCULATED FOR 3' HIGH SILT CHECK DAMS.
20%	15 ft.	
15%	20 ft.	
10%	35 ft.	CENTER OF DAM SHOULD BE 6" LOWER THAN SIDES.
5%	55 ft.	
3%	100 ft.	
2%	150 ft.	USE 5"-10" ROCK, STONE BAGS, OR COMMERCIAL PRODUCTS.
1%	300 ft.	
0.5%	600 ft.	

SILT CHECK DAMS ARE SPACED ACCORDING TO THE SLOPE OF THE DITCH BOTTOM (SEE TABLE). EXTEND THE ENDS OF THE SILT CHECK TO THE TOP OF THE BANK TO PREVENT BYPASSING AND SIDECUTTING. KEEP THE MIDDLE PART LOWER AND RELATIVELY FLAT SO OVERFLOWS AREN'T TOO CONCENTRATED AND BYPASSES ARE PREVENTED.

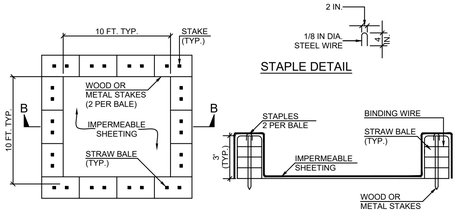


LONGITUDINAL SECTION SHOWING
SPACING BETWEEN CHECK DAMS



SECTION ACROSS CHANNEL

STONE SILT CHECK DETAIL



PLAN

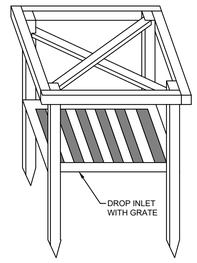
SECTION B-B

NOTE: CAN BE TWO STACKED BALES OR PARTIALLY EXCAVATED TO REACH 3 FOOT DEPTH

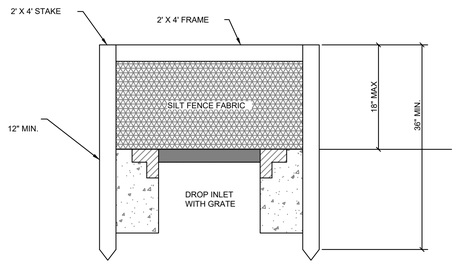
WASHOUT STRUCTURE WITH STRAW BALES

CONSTRUCTION SPECIFICATIONS

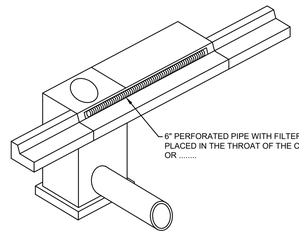
1. LOCATE WASHOUT STRUCTURE A MINIMUM OF 50 FEET AWAY FROM OPEN CHANNELS, STORM DRAIN INLETS, SENSITIVE AREAS, WETLANDS, BUFFERS AND WATER COURSES AND AWAY FROM CONSTRUCTION TRAFFIC.
2. SIZE WASHOUT STRUCTURE FOR VOLUME NECESSARY TO CONTAIN WASH WATER AND SOLIDS AND MAINTAIN AT LEAST 4 INCHES OF FREEBOARD. TYPICAL DIMENSIONS ARE 10 FEET X 10 FEET X 3 FEET DEEP.
3. PREPARE SOIL BASE FREE OF ROCKS OR OTHER DEBRIS THAT MAY CAUSE TEARS OR HOLES IN THE LINER. FOR LINER, USE 10 MIL OR THICKER UV RESISTANT, IMPERMEABLE SHEETING, FREE OF HOLES AND TEARS OR OTHER DEFECTS THAT COMPROMISE IMPERMEABILITY OF THE MATERIAL.
4. PROVIDE A SIGN FOR THE WASHOUT IN CLOSE PROXIMITY TO THE FACILITY.
5. KEEP CONCRETE WASHOUT STRUCTURE WATER TIGHT. REPLACE IMPERMEABLE LINER IF DAMAGED (E.G., RIPPED OR PUNCTURED). EMPTY OR REPLACE WASHOUT STRUCTURE THAT IS 75 PERCENT FULL, AND DISPOSE OF ACCUMULATED MATERIAL PROPERLY. DO NOT REUSE PLASTIC LINER. WET-VACUUM STORED LIQUIDS THAT HAVE NOT EVAPORATED AND DISPOSE OF IN AN APPROVED MANNER. PRIOR TO FORECASTED RAINSTORMS, REMOVE LIQUIDS OR COVER STRUCTURE TO PREVENT OVERFLOWS. REMOVE HARDENED SOLIDS, WHOLE OR BROKEN UP, FOR DISPOSAL OR RECYCLING. MAINTAIN RUNOFF DIVERSION AROUND EXCAVATED WASHOUT STRUCTURE UNTIL STRUCTURE IS REMOVED.



ISOMETRIC VIEW OF
2x4 WOOD FRAME



CROSS SECTION VIEW

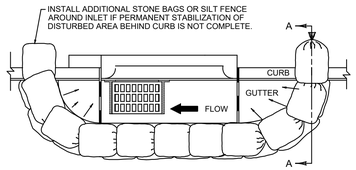


NOTE: SAND BAGS MAY BE USED IN PLACE OF THE PERFORATED PIPE WITH SLEEVE.

1' 6" X 2' 4" WOVEN POLYPROPYLENE BAGS.
FILLED 1/2 TO 2/3 FULL WITH #57 STONE.



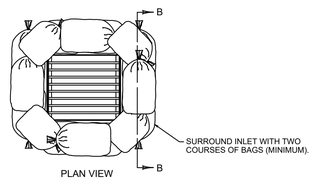
SECTION B~B



PLAN VIEW



SECTION A~A



PLAN VIEW

CATCH BASIN/DROP INLET PROTECTION OPTIONS

Best Management Practices General Notes:

1. The purpose of this plan is to minimize or eliminate the transport of potential sediment and other contaminants across and off the construction site.
2. The Contractor shall be responsible for securing all required permits. No grading, excavating, stripping, filling or other construction activity shall occur until the following occurs:
   * The Best Management / Soil Erosion Control Plan is approved by the Governing Agency.
   * The NOI is filed with the Division of Water in Frankfort and a copy is provided to the Governing Agency and the Engineer.
   * The Erosion Control / Best Management features are installed and inspected and approved by the Engineer and the Governing Agency. (Note: This shall also include any tree protection fencing as required by the Approved Development Plan).
   * A Grading Permit is obtained and a copy is provided to the Engineer.
3. The Contractor is responsible for installation of any additional erosion control measures necessary to prevent erosion and sedimentation as determined by the engineer or the governing agency. All disturbed areas are to drain to approved sediment control devices at all times during land disturbing activities and during site development until final stabilization is achieved.
4. Any deviation from the Erosion Control / Best Management Plan must be approved by the Engineer.
5. The contractor shall be responsible for providing and maintaining construction entrances and shall keep all roads and streets free from mud dirt and debris.
6. The contractor shall inspect all erosion and sediment control measures at least once every seven calendar days and within 24 hours after the end of a storm event of 1/2 inch or greater. Any necessary repairs or cleanup to maintain the effectiveness of the erosion control devices shall be made immediately within 24 hours.

Methods to control sediment and erosion shall include the following:

1. Minimize clearing and grubbing. Allow as much existing vegetation on site to remain as long as possible before disturbing. This includes both trees and grass. Only those areas that are within the construction limits will be disturbed. Allow areas that eventually must be disturbed to remain undisturbed for as long as possible.
2. Sequenced construction to minimize the exposure time of cleared surface areas. Grading activities must be avoided during periods of highly erosive rainfall. Stage and/or phase construction activities. Areas of one phase must be stabilized before another phase can be initiated. Stabilization shall be accomplished by temporarily or permanently protecting the disturbed soil surface from rainfall impact and runoff.
3. Minimize the time that the soil is exposed. Only disturb the soil when necessary. Only disturb areas that are essential to construction operations. Provide temporary grass cover to disturbed soil areas that must remain disturbed for an indefinite period of time. Provide permanent grass cover to disturbed soil areas once construction is complete.
4. All surface water flowing toward the construction area shall be diverted around the construction area to reduce its erosion potential using dikes, berms, channels or sediment traps as necessary. Temporary diversion channels must be lined to expected high water level and protected by non-erodible material to minimize erosion. Clean rock check dams shall be properly constructed to detain run-off and trap sediment. Prevent run-off from flowing across disturbed soil areas. Divert run-off to existing vegetated area and provide temporary diversion ditches or swales to divert run-off to the vegetated areas.
5. Refer to the LFUCG Stormwater Manual for additional information on erosion control. Also, refer to the Kentucky Erosion Prevention and Sediment Control Field Guide.
6. Some minimum measures that must be implemented may include:

Soil Stabilization Measures
* Temporary seeding
* Permanent seeding
* Riprap
* Construction entrance/exit
* Dust and pollutants control

Runoff Control Measures
* Check Dams
* Outlet Protection

Sediment Control Measures:

* Sediment basins
* Silt Fence
* Storm drain inlet protection
* Silt traps

In addition to preventing sediment and erosion control during construction, the contractor must minimize or eliminate the potential for chemical contaminants to enter the soil or be carried across the site by storm water. Potential contaminants normally associated with construction activity include gasoline and diesel fuel, oil, grease, antifreeze, termite soil treatment chemicals, fertilizer, asphalt oils, emulsions and small particle size construction debris. The contractor must employ various best management practices to eliminate or minimize the potential for these contaminants to reach the soil and/or drainage systems.

Contractor and Subcontractor Certification:

All contractors and subcontractors who will implement any control measure or perform any soil disturbing activities must sign a copy of the certification statement below. The certification must include the name and title of the person providing the signature, the name, address and telephone number of the contracted firm, the address or other identifying description of the site and the date the certification is made.

"I certify under penalty of law that I understand the terms and conditions of the general National Pollutant Discharge Elimination System (NPDES) Permit that authorizes the storm water discharges associated with industrial activity from the construction site identified as part of the certification."

Name: _____

Company: _____

Title: _____

Address: _____

Phone: _____

Signature: _____

REVISIONS
1) ---

LFUCG PARKS & RECREATION EXPANSION OF:
VALLEY PARK BUILDING
2077 CAMBRIDGE DR. - LEXINGTON, KY 40504

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BANKS

BEST MANAGEMENT PRACTICES PLAN

SHEET NO.
SD-6

DATE	DRAWN BY	CHECKED	REVISIONS
MAY 12, 2025	JTS	JBE	

JUSTIFICATION FOR CHANGE	PROJECT: Valley Park Building Renovation & Expansion
	CONTRACT NO. 295-2023
	CHANGE ORDER #: 4

1. Valley Park Building Renovation & Expansion - Change Order #4 with BMI Builds increases the contract price in the amount of $85,250.00 from $1,993,321.26 to $2,078,571.26 with a (0) calendar day change to the contract time. The addition of $85,250.00 and additional (0) calendar days includes integration of Parks Site Masterplan addtional lower lot parking spots, sealing & striping existing asphalt lower lot, anti-graffiti coating on the building, and additional exhaust fan.

2. Is proposed change an alternate bid? ___Yes __X__No

3. Will proposed change alter the physical size of the project? ___Yes __X__No

   If "Yes", explain.

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

5. Has consent of surety been obtained? ___Yes __X__Not Necessary

6. Will this change affect expiration or extent of insurance coverage? ___Yes __X__No

   If "Yes", will the policies be extended? ___Yes ___No

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

8. Effect on contract completion date: (0) calendar days

_____ _____

Mayor Date

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0932-25

File ID:	0932-25	**Type:**	Agenda Item	**Status:**	Agenda Ready
Version:	1	**Contract #:**		**In Control:**	Water Quality
				File Created:	09/26/2025
File Name:	Incentive Grant Fayette County Public Schools			**Final Action:**	

Title: Authorization to approve an FY26 (Class B Education) Stormwater Quality Projects Incentive Grant for Fayette County Public Schools (FCPS) in the amount of $23,157.50 to support FCPS's Stream Team project to strategically engage Lexington's youth and teachers in the learning environment. Funds are budgeted. (L0932-25)(Martin/Albright)

Notes: RIO 9/30/2025. MS

Sponsors:		**Enactment Date:**	
Attachments:	Blue Sheet Memo, FY26 Class B Education Fayette County Public Schools_grantee signature, FY 2026 Fayette County Public Schools_Class B Edu - Council Map	**Enactment Number:**	
Deed #:		**Hearing Date:**	
Drafter:	Christina King/ Frank Mabson	**Effective Date:**	

History of Legislative File

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

Text of Legislative File 0932-25

Title

Authorization to approve an FY26 (Class B Education) Stormwater Quality Projects Incentive Grant for Fayette County Public Schools (FCPS) in the amount of $23,157.50 to support FCPS's Stream Team project to strategically engage Lexington's youth and teachers in the learning environment. Funds are budgeted. (L0932-25)(Martin/Albright)

Summary

Authorization to approve an FY26 (Class B Education) Stormwater Quality Projects Incentive Grant for Fayette County Public Schools (FCPS) in the amount of $23,157.50 to support FCPS's Stream Team project to strategically engage Lexington's youth and teachers in the learning environment. Funds are budgeted. (L0932-25)(Martin/Albright)
Budgetary Implications [select]: Yes

Advance Document Review:

Law: J. Todd Henning 09/25/25

Risk Management: No

Fully Budgeted [select]: Yes

Account Number: 4052-303204-3373-78112

This Fiscal Year Impact: $23,157.50

Annual Impact: $

Project: WQINCENTIVE_26

Activity: WQ_GRANT

Budget Reference:

Current Balance: $3,069,789.13

MAYOR LINDA GORTON

LEXINGTON

CHARLES H. MARTIN, P.E.
DIRECTOR
WATER QUALITY

TO: Mayor Linda Gorton
Urban County Council

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

DATE: September 23, 2025

SUBJECT: Recommendation for an FY26 (Class B Education) Stormwater Quality Projects Incentive Grant for Fayette County Public Schools.

Request

The purpose of this memorandum is to request approval of an FY26 (Class B Education) Stormwater Quality Projects Incentive Grant for Fayette County Public Schools in the amount of $23,157.50.

Purpose of Request

The purpose of this project is to support the Fayette County Public Schools Stream Team project to build a system through partnership between Fayette County Public Schools (FCPS), Kentucky Watershed Watch (KWW), and Kentucky Cooperative Extension's 4-H Youth Development to strategically engage Lexington's youth and teachers in the learning environment. The project elements are to 1) deliver educational watershed protection and water quality programming (4-H Stream Team curriculum) to FCPS teachers, staff and students at five schools; 2) certify at least five teachers/staff as Kentucky Watershed Watch samplers; 3) plan and implement a community service project to improve an impaired waterway on school grounds or adjacent; 4) Develop and implement a Fayette County based 4-H Stream Team, and 4) develop a Kentucky Watershed Watch Support Hub for continued engagement with volunteer sampling.

Project Cost in FY26 and in Future Budget Years

The grant has been approved for FY 2026 funding by the Water Quality Fees Board in the amount of $23,157.50.

Are Funds Budgeted

Funds are budgeted in: 4052 – 303204 – 3373 – 78112 – WQINCENTIVE_26 – WQ_GRANT

Martin/Albright

GRANT AWARD AGREEMENT

Fiscal Year 2026 Class B Education Incentive Grant Program

THIS AGREEMENT, made and entered into on the _____ day of _____, 20___, by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (LFUCG)**, an urban county government of the Commonwealth of Kentucky, pursuant to KRS Chapter 67A (hereinafter "Government"), on behalf of its Division of Water Quality, and **FAYETTE COUNTY PUBLIC SCHOOLS (FCPS), 1126 RUSSELL CAVE ROAD, LEXINGTON, KY 40505** (hereinafter "Grantee" and "Property Owner").

W I T N E S S E T H:

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

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

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

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

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

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

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

(1) Government hereby grants the Grantee the sum of **$23,157.50** (hereinafter "the Grant"), for use in implementing the project elements as listed in Attachment A which is incorporated herein by reference as if fully set out herein.

(2) The Grantee shall provide equal opportunity in employment for all qualified persons; prohibit discrimination in employment because of race, color, creed, national origin, sex, age between 40 and 70 or disability; promote equal employment through a positive, continuing program of equal employment; and cause each of its subcontractors to do so. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.

(3) The Grantee agrees to match the Grant above the first $3,000.00, with contributions, labor and other services equal to or greater than 20% of the total project costs.

(4) The Grantee agrees to use the Grant only for the activities set forth in Attachment A.

(5) The Grantee agrees to perform periodic reporting as detailed in Paragraph (6) herein below, and produce a Project Final Report within 30 calendar days of the completion of the project

elements in digital and hard copy following a standardized format to be provided by the Government summarizing all work completed and detailing the total expenditures, grant reimbursements, and match.

(6) The Grant to the Grantee shall be disbursed in the following manner:

(a) The Grantee shall submit at least once every 3 months, if not specified otherwise in Attachment A, a Request for Funds to the Government's Grant Manager designated by the Director of the Division of Water Quality for the project. Each Request for Funds shall include documentation that the Grantee has already expended the requested funds or shall be in a position to expend properly the requested funds within thirty (30) days of receipt of the funds. The Request for Funds shall include full accounting of these eligible grant-related expenses, as listed in Attachment A. Copies of invoices, purchase orders, or receipts showing vendor, date, amount, and items purchased or ordered shall be provided with the Request for Funds. For project specific personnel costs and stipends, documentation of all billed hours shall include copies of employee timesheets, hourly payroll rate, and description of work performed for hours billed.

(b) Each Request for Funds shall be accompanied by a Project Status Report describing the progress of the project to date, including a description and schedule of all activities completed, and hardcopy or electronic copies of materials completed and/or used to date. For educational events, copies of the class rosters or sign-in sheets documenting the number of attendees and evaluation forms shall be provided.

(c) Each Request for Funds shall include documentation of all of the Grantee's Match Costs listed in Attachment A and claimed for the prior period. Each Request for Funds shall include a minimum of 10% cost share. For cash expenditures this shall include receipts, showing vendor paid, date, amount, and items purchased. For donated project specific personnel costs and stipends, documentation of all billed hours shall include copies of employee timesheets, hourly payroll rate, and description of work performed for hours donated. For in-kind volunteer hours this shall include sign-in sheets describing the events with signatures, name, address, time in, time out, for each participant (volunteers must be 12 years of age or older). For mileage, this shall include driver name, type of vehicle, location to and from, date, and total miles driven.

(d) The Government's Grant Manager shall review each Request for Funds and supporting documents for compliance with the terms of this Agreement and the guidelines of the Stormwater Quality Projects Incentive Grant Program. If the Grant Manager finds the Grantee's Request for Funds is in compliance with the terms of this Agreement and the guidelines of the Stormwater Quality Projects Incentive Grant Program and that the activity progress and management program of the Grantee satisfy the terms of the grant award, he or she shall approve the Request for Funds and forward it to the Division of Accounting for payment.

(e) Should the Government's Incentive Grant Program Administrator determine that the Grantee is not in compliance with the terms of this Agreement and/or the Stormwater Quality Projects Incentive Grant Program, including deficiencies in progress and management of the project, the Division of Water Quality shall notify the Mayor's Office and the appropriate district Council person and shall meet with the Grantee on matters that prevent approval of the Request for Funds. Failure to resolve any such matters to the satisfaction of the Government may lead to termination of the Agreement for cause pursuant to Paragraph (11) herein below.

(f) The Government shall release payment of the final 10% of the Grant only after receipt and acceptance of the Project Final Report. The Government's Grant Manager shall review the Project Final Report and provide comments to the Grantee within 15 calendar days or, if acceptable, forward approval to the Division of Accounting for payment.

(7) The Grantee agrees to obtain written approval from the Government's Grant Manager or Program Administrator for any proposed changes to the Project Team or Project Plan as listed in Attachment A prior to implementing the changes. Failure to gain written approval prior to making changes may lead to termination of the Agreement for cause pursuant to Paragraph (11) herein below.

(8) The term of this Agreement shall be from the date of this Agreement until completion of the project outlined herein. The Grantee agrees to complete the project within **12** months. The Grantee agrees to obtain written approval from the Government's Grant Manager and Program Administrator for any time extensions beyond the schedule. Failure to gain written approval prior to making changes may lead to termination of the Agreement for cause pursuant to Paragraph (11) herein below.

(9) The Grantee understands that the Grant shown herein in Paragraph (1) is a not-to-exceed amount, and any additional funding needed to complete the project elements listed in Attachment A is the responsibility of the Grantee. If it becomes apparent to the Grantee or the Government that the Grantee will be unable to complete the project either in the manner or for the amount described in this Agreement, then the Grantee must immediately notify the Government's Grant Manager and Program Administrator by providing a complete and detailed written explanation of its inability to comply with the terms of the Agreement. The Grantee must further provide the Government's Grant Manager and Program Administrator with a complete and detailed written explanation of any proposed changes, and the reasons for those changes.

(10) The Grantee asserts that it is in full compliance with all applicable provisions of the Lexington-Fayette Urban County Government's Code of Ordinances Chapter 5 – Buildings and Building Regulations, Chapter 7 – Finance and Taxation, Chapter 12 – Housing, and Chapter 16 – Sewage, Garbage, Refuse, and Weeds, or in compliance with Kentucky Department of Housing Buildings and Construction rules and requirements as is appropriate for those state institutions, parcels, or buildings which are subject to state regulations and oversight as opposed to local ordinances and regulations. If the Grantee becomes out of compliance with any of these provisions, it will contact the Government's Grant Manager and Program Administrator immediately. Failure to resolve any such matters to the satisfaction of the Government may lead to termination of the Agreement for cause pursuant to Paragraph (11) herein below.

(11) If, through any cause, the Grantee shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if the Grantee shall violate any of the covenants, agreements, or stipulations of this Agreement, including any attachment thereof, the Government shall thereupon have the right to terminate this Agreement by giving written notice to the Grantee of such termination and specifying the effective date thereof, at least five (5) calendar days before the effective date of such termination. In that event, all finished or unfinished documents, receipts, and reports prepared by the Grantee shall, at the option of the Government, become its property and the Grantee shall immediately repay to the Government all monies received pursuant to this Agreement less any amount representing just and equitable compensation for the Government's share of any satisfactory work completed pursuant to the Agreement.

(12) This Agreement may not be modified except by written agreement of the Government and the Grantee.

(13) The Grantee agrees to comply with all applicable local, state, and federal rules, regulations, ordinances, and laws in implementation of the project.

(14) The Grantee agrees to allow the Government access to perform monitoring of the project elements for compliance with this Agreement.

(15) In any written or oral communications, the Grantee agrees to identify the Lexington-Fayette Urban County Government as the source of the above referenced funds; the Grantee shall not specifically identify any individual or elected official as being responsible for the funds donated by the Government.

(16) The Grantee agrees to allow the Government to publicize the Grantee's project through the Government's website and other media.

(17) The Grantee agrees to reference the Lexington-Fayette Urban County Government's Water Quality Management Fee and the Stormwater Quality Projects Incentive Grant Program as a source of funding for the project on any permanent signage or educational brochures, presentations, websites, etc. produced using grant monies.

(18) For any project which includes the installation of permanent capital infrastructure listed in Attachment A, the Grantee agrees that the Government is authorized to erect and maintain permanent signage at the location of the permanent capital infrastructure, referencing the Water Quality Management Fee and the Stormwater Quality Projects Incentive Grant Program as a source of funding for such permanent capital infrastructure. In the event that permanent signage is installed by the Government, such signage shall not be removed except upon written approval by the Government. Provided, however, that nothing herein shall require the installation of signage by the Government nor prohibit the Government from removing any signage so installed.

(19) The Grantee agrees to prepare class rosters or sign-in sheets and provide evaluation forms to the attendees for any educational event funded by the Grant.

(20) Equipment purchased or stormwater control facilities constructed by the Grantee with the Grant for use on this project will remain in service and maintained by the Grantee or its members for at least the Service Life listed in the Inspection, Operation, and Maintenance Plan developed for each facility, and per the terms listed in Attachment A. Equipment purchased by the Grantee with the Grant for use on this project will remain the property of the Grantee unless otherwise noted in Attachment A. For capital infrastructure, the Grantee further accepts and agrees to enter into the "Agreement to Maintain Stormwater Control Facilities Funded by an LFUCG Class B Stormwater Quality Projects Education Incentive Grant" attached hereto as Attachment B and which is incorporated herein by reference as if fully set out herein.

(21) The Government assumes no responsibility whatsoever in the Grantee's project activities. Grantee shall, to the extent allowed by law, defend, indemnify, and hold harmless Government from and against all liability, claims, losses, actions, costs, expenses, obligations, fines, and assessments of whatever kind, including defense costs and attorney's fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, in whole or in part, from or by Grantee's or its contractor(s), agents, or assigns, negligent acts or misconduct, or errors or omissions, in connection with the activities carried out pursuant to this Agreement, the Grant award, or the Stormwater Quality Projects Incentive Grant Program.

(22) The Grantee is solely responsible for assuring that adequate and appropriate insurance or other necessary coverage is maintained during the term of this Agreement.

(23) The Grantee's sole remedy for a breach of this Agreement by the Government shall be limited to the amount of the Grant.

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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

BY: _____

LINDA GORTON, MAYOR

ATTEST:

CLERK, URBAN COUNTY COUNCIL

Grantee Organization: **FAYETTE COUNTY PUBLIC SCHOOLS**
1126 RUSSELL CAVE ROAD
LEXINGTON, KY 40505

BY: _____

NAME: Rodney Jackson

TITLE: Treasurer / Finance Officer

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

My commission expires: _____.

_____
NOTARY PUBLIC

ATTACHMENT A
to the GRANT AWARD AGREEMENT
between Lexington-Fayette Urban County Government (LFUCG) and
Fayette County Public Schools (FCPS)

GRANT PROGRAM

2026 Stormwater Quality Projects Incentive Grant Program
Class B Education Projects

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

PROJECT TEAM AND CONTACT INFORMATION

Grantee Organization:	Fayette County Public Schools (FCPS) 1126 Russell Cave Road Lexington, KY 40505
Primary Project Contact & Project Manager:	Tresine Logsdon 859-619-6472 (phone) tresine.logsdon@fayette.kyschools.us (email)
Secondary Project Contact & Project Co-Lead:	Russ Turpin EcoGro 859-797-8174 (phone) russ@ecogro.net (email)
Collaborating Partners:	Kentucky Watershed Watch, Tricia Coakley, tricia.coakley@kywater.org University of Kentucky 4-H Youth Development, Ashley Osborne, ashley.osborne@uky.edu
Project Site Location(s)	Countywide
Property Owner(s):	Board of Education of Fayette CO KY (aka Fayette County Public Schools) 1126 Russell Cave Road Lexington, KY 40505

PROJECT PLAN ELEMENTS

The Fayette County Public Schools Stream Team project is designed to build a system through partnership between Fayette County Public Schools(FCPS), Kentucky Watershed Watch(KWW), and Kentucky Cooperative Extension's 4-H Youth Development to strategically engage Lexington's youth and teachers in the learning environment.

The FCPS Stream Team will provide watershed science education and engagement for Fayette County Public Schools teachers and students, enhance utilization of existing stream data and watershed assessments, increase capacity of community water quality monitoring, engage youth with community service projects and create a cohort of Lexington youth who will be the adult volunteers and leaders of the future through the following elements:

1) Deliver educational watershed protection and water quality programming (4-H Stream Team curriculum) to Fayette County Public Schools teachers, staff and students at five schools.
2) Certify at least five (5) teachers and staff as Kentucky Watershed Watch samplers.
3) Plan and implement a community service project to improve an impaired waterway on school grounds or adjacent.
4) Develop and implement a Fayette County based 4-H Stream Team.
5) Develop a Kentucky Watershed Watch Support Hub for continued engagement with volunteer sampling.

TARGET AUDIENCE

The target audience for this project are the teachers and staff and students who will be participating in the program.

Kentucky Watershed Watch will train and certify teachers and staff in stream sampling and will work with project partners to develop and implement water education programs in their classrooms or student groups. With each class or group being approximately 20 students, the estimated total number of students engaged would be around 100. The combined total is expected to be 105 participants.

PROJECT SUSTAINABILITY

1) ***Long-term Component for Ongoing Education and Involvement:*** KWW will strive to support continuity of teacher samplers and student engagement in water sampling following the end of the grant term. Because FCPS students will be exposed to water sampling parameters and methods, we envision that some may become certified adult KWW stream samplers upon turning 18 years old. The cultivation of trained volunteer samplers will be the ideal cohort for recruitment and community engagement to support the LFUCG Stormwater Quality Management Program, MS4 program, watershed assessments or any updates to watershed management plans.

   During this grant period, ten sampling kits will be stored on school grounds for exclusive use by FCPS teachers and students. Upon completion of the grant, the kits will be transferred to a designated KWW Support Hub where they will be available for all KWW certified samplers.

2) ***Personnel for Long-Term Implementation:*** Program succession of KWW sampling activities and 4-H Stream Team programming is achieved through partnership with FCPS, KWW and 4-H Youth Development. Personnel and automated online systems to support recruitment, training, certification, and coordination of certified samplers exists within Kentucky Water Watch. Kentucky Water Watch and/or Fayette County 4-H Agents may provide additional support of Fayette County Public School curricular needs upon request.

3) ***Ongoing Sources of Funding for Future Program Implementation beyond the Grant Period:*** Ongoing sources of funding for future program implementation may be determined by this project's success. Nonetheless, on-going community partners and resources through Kentucky Water Watch, Kentucky 4-H Youth Development and many others will continue to be available.

PROJECT SUCCESS MEASURES

1) Five teachers who complete Kentucky Watershed Watch sampler training and earn certification.
2) Five student groups who complete ten lessons/activities.
3) Formation of a 4-H Stream Team in Fayette County.
4) Alignment with Fayette County Public Schools Sustainability Action Plan:
   a. Supporting Goal 5.1: All teachers in all grade levels and disciplines will have access to professional learning opportunities in Education for Sustainability.
   b. Supporting Goal 5.5: Students will be given meaningful opportunities to engage in sustainability in the classroom and extracurricular.
   c. Supporting Goal 6.1: By June 2025, 75% of the instructional staff have access to training on outdoor learning that includes learning "in"; "about"; "from"; and "for" nature, along with identified supporting academic resources.

REPORTING REQUIREMENTS

In addition to the reporting requirements outlined in the Grant Award Agreement, the following are examples of special items that could also be required depending on the project:

1) All handouts and educational materials shall be provided to the LFUCG Grant Manager in hard copy and electronic (PDF) format with Requests for Funds & Project Status Reports and/or the Project Final Report.

2) Photographs and records documenting events, programs, training, workshops, et cetera shall be provided to the LFUCG Grant Manager in electronic format with the Project Final Report.

3) Sign-in sheets for Professional Development events shall be maintained and provided to the LFUCG Grant Manager upon request. Participation attendance counts shall be maintained and provided to the LFUCG Grant Manager, with reporting for all other events.

4) Materials associated with printed teacher lesson plans and best practices for implementation within their classrooms from the field trips or other facilitated educational programs shall be provided to the LFUCG Grant Manager in hard copy and electronic (PDF) format with Requests for Funds & Project Status Reports and / or the Project Final Report.

5) Copies of program evaluations collected in association with the facilitated educational programs, outreach programs, public participation, Water Walk, and field trips shall be provided to the LFUCG Grant Manager in hard copy or electronic (PDF) format with the Project Final Report.

6) All evaluations, especially those listed under the Project Success Measures, shall be provided to the LFUCG Grant Manager with Requests for Funds & Project Status Reports and / or the Project Final Report.

7) All attachments to Requests for Funds & Project Status Reports shall reference the associated line from Table 2 – Eligible Expenses.

ADDITIONAL STIPULATIONS

In addition to the reporting requirements outlined in the Grant Award Agreement, the following special items are noted for this project:

1) Applicant shall obtain written approval/agreement prior to work being done on properties not owned by the Applicant.
2) Both electronic and hard copies of all curriculum materials are to be provided to LFUCG, for its use, as part of the grant deliverables including before, during, and after photos of the grant activities.
3) Applicant to provide student/teacher evaluations and teacher Kentucky Water Watch sampler training certifications as part of the Project Final Report.
4) Applicant shall obtain written approval/agreement prior to work being done on properties not owned by the Applicant.
5) Applicant shall obtain encroachment agreements for any public site from the Division of Environmental Services.
6) Organization proposes a larger cost share beyond that required by the grant program. Budget shall reflect the 22.2% cost share offered in the application (approximately $5,765.00).

EQUIPMENT

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

PERMANENT FACILITIES / INFRASTRUCTURE

Monitoring: The Organization agrees to allow LFUCG staff access to the property to monitor the installed features for compliance with this agreement.

GRANT PERIOD & PROJECT SCHEDULE

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

TABLE 1 – PRELIMINARY PROJECT SCHEDULE

Activity	Schedule
Approval of Grant Award Agreement and Notice to Proceed (NTP)	April 2026
Kickoff meeting with team members; begin recruitment of teacher/student cohorts	February 2026 – April 2026
Selections of teacher/student cohorts; distribute project on-boarding information	May 2026
Program development: integrate LFUCG watershed assessments and approved watershed plans with project lesson plans/activities; Kentucky Water Watch sampler training for teachers/staff	June 2026
Program development: complete Kentucky Water Watch certification and access to data portal; schedule lessons and activities with teachers/staff	July 2026
Program delivery: student engagement, lessons and activities	August - December, 2026
Program delivery: plan and implement community service project	January 2027 - March 2027
Complete project, final report, presentations to key stakeholders	April, 2027

PROJECT BUDGET – GRANT ELIGIBLE EXPENSES & ORGANIZATION COST SHARE

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

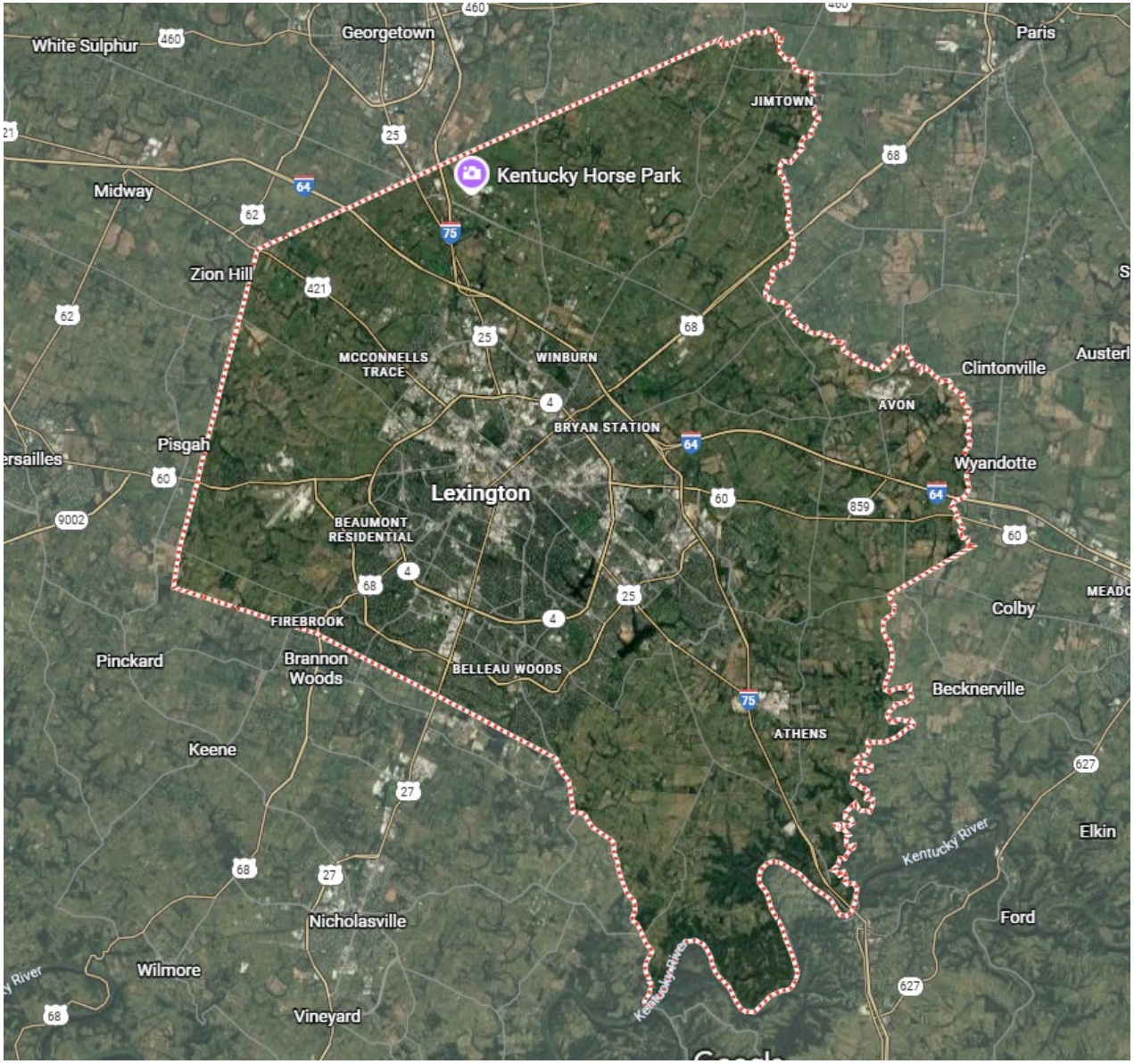
Any work performed on this project prior to grant award by the Urban County Council and Notice to Proceed from the LFUCG Grant Administrator is NOT an eligible expense and shall not be reimbursed or counted toward the cost share.

The Grant is a not-to-exceed amount, and any cost overruns are the responsibility of the Grantee. Donated professional service hours shall be valued at the Median Hourly Wage for the service provided as published by the U.S. Department of Labor, Bureau of Labor Statistics, State Occupational Employment and Wage Estimates for Kentucky (current website: http://www.bls.gov/oes/current/oes_ky.htm).

TABLE 2 - ELIGIBLE EXPENSES

	Activities	Type of Expense	Participants	Item	Unit Price		Quantity	Funded by Organization	Funded by Grant	Total Expense
1	**Project Element 1: Water Quality Sampler Training & Certification for FCPS Teachers plus Development & Delivery of Student Engagement Programs (Innovation, Research &**									
2	Professional Services: Project/Grant Management	Contracted Services	Russ Turpin, EcoGro	Project management, coordination, scheduling activities, producing project deliverables and grant administration (documentation, reports, etc.).	$ 6,162.50	Lump Sum	1	$ -	$ 6,162.50	$ 6,162.50
3	FCPS Coordination	Donated Services	Tresine Logsdon, FCPS	Curriculum development, coordination with FCPS staff and programs, recruitment of teachers, review,	$ 26.50	Hour	35	$ 927.50	$ -	$ 927.50
4	Professional Services: Educational Program Development	Contracted Services	Russ Turpin, EcoGro	Program development and coordination with key stakeholders (FCPS, LFUCG, KWW, UK CES, KWRRI, etc.), incorporation of existing/available Fayette County watershed data into curriculum (such	$ 1,275.00	Lump Sum	1	$ -	$ 1,275.00	$ 1,275.00
5	Professional Services: Educational Program Implementation	Contracted Services	Russ Turpin, EcoGro	Delivery of educational programs at 5 schools (10 lessons/activities per school)	$ 4,250.00	Lump Sum	1	$ -	$ 4,250.00	$ 4,250.00
6	Professional Services: Educational Program Support	Donated Services	FCPS personnel (EELCorps)	Assistance with educational programs, documentation of activities/events, records of sampling results, data entry.	$ 26.50	Hour	75	$ 1,987.50	$ -	$ 1,987.50
7	Professional Development, Training and Certification	Stipend	FCPS personnel (5 teachers)	Training through KY Watershed Watch and registration as a certified sampler (5 teachers @ 6 hours of training = 30 hours)	$ 26.50	Hour	30	$ -	$ 795.00	$ 795.00
8	Professional Services: Training and Certification	Donated Professional Services	KY Watershed Watch Trainers	Provide five online training modules and one in-person training event for five FCPS teachers.	$ 500.00	Lump Sum	1	$ 500.00	$ -	$ 500.00
9	Water Sampling Kits	Materials	KY Watershed Watch	Materials for water quality sampling kits (x2 at 5 schools = 10 kits), including instructional cards, waste disposal containers, and chemicals.	$ 750.00	Each	10	$ 1,500.00	$ 6,000.00	$ 7,500.00
10	Professional Services: coordination of Resource Hubs	Contracted Services	KY Watershed Watch	Coordinate and manage KWW side of new volunteer training and certification, develop KWW Support Hub for succession access to supplies, develop a Fayette County 4-H Stream Team.	$ 4,675.00	Lump Sum	1	$ -	$ 4,675.00	$ 4,675.00
11	Professional Services	Donated Professional Services	Russ Turpin, EcoGro	Presentation/report of project results to program stakeholders (such as KWW, 4-H, UK CES, KWRRI, UK CAFE, etc.)	$ 425.00	Lump Sum	1	$ 425.00	$ -	$ 425.00
12	Professional Services	Donated Professional Services	Russ Turpin, EcoGro	Presentation/report of project results to LFUCG stakeholders (such as SSAC, MS4, WQFB, PIE, etc.)	$ 425.00	Lump Sum	1	$ 425.00	$ -	$ 425.00
16					***TOTAL PROJECT BUDGET:***			**$ 5,765.00**	**$ 23,157.50**	**$ 28,922.50**
17								**ORGANIZATION**	**GRANT**	
18				**MATCH % AFTER FIRST $3,000 = 22.24%**		OK		**SHARE**	**SHARE**	
19				**MUST BE > 20%**				22.2%	80.067%	

Stormwater Quality Projects Incentive Grant Program



Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0933-25

File ID:	0933-25	**Type:**	Agenda Item	**Status:**	Agenda Ready
Version:	1	**Contract #:**		**In Control:**	Revenue
				File Created:	09/26/2025
File Name:	Smart-Safe Agreement			**Final Action:**	

Title: Authorization to execute a managed services agreement and any related documents for smart-safe operations with Wave Group Enterprises, LLC, a sole-source provider, or related entities. Smart-safes will initially be implemented at the Division of Revenue, Division of Parks and Recreation, and Division of Community Corrections. Funds are budgeted. (L0933-25) (Holbrook/Hensley)

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	Bluesheet Memo - Wave Group, Sole-Source Justification Wave Group, LFUCG Term Sheet for Smart Safe Project 9-12-25	**Enactment Number:**	
Deed #:		**Hearing Date:**	
Drafter:	Wesley Holbrook	**Effective Date:**	

History of Legislative File

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

Text of Legislative File 0933-25

Title

Authorization to execute a managed services agreement and any related documents for smart-safe operations with Wave Group Enterprises, LLC, a sole-source provider, or related entities. Smart-safes will initially be implemented at the Division of Revenue, Division of Parks and Recreation, and Division of Community Corrections. Funds are budgeted. (L0933-25)(Holbrook/Hensley)

Summary

Authorization to execute a managed services agreement and any related documents for smart-safe operations with Wave Group Enterprises, LLC, a sole-source provider, or related entities. Smart-safes will initially be implemented at the Division of Revenue, Division of Parks and Recreation, and Division of Community Corrections. Funds are budgeted.

(L0933-25)(Holbrook/Hensley)
Budgetary Implications [select]: Yes
Advance Document Review:
Law: { Select Yes, Completed by Scott Jones, 9/26/25]}
Risk Management: {Select Yes/No, Completed by [Official, Date]}
Fully Budgeted [select]: Yes
Account Number: 1101-202601-0001-71299 - $20,004
4002-202601-0001-71299 - $2,124
4051-202601-0001-71299 - $1,080
4121-202601-0001-71299 - $804

This Fiscal Year Impact: $24,012
Annual Impact:
Project:
Activity:
Budget Reference:
Current Balance: Fully budgeted

MAYOR LINDA GORTON

LEXINGTON

ERIN HENSLEY
COMMISSIONER
FINANCE

TO: Mayor Linda Gorton
Members, Urban County Council

FROM: Wesley T. Holbrook
Wesley Holbrook, Director of Revenue

DATE: September 26, 2025

SUBJECT: Authorization to execute a managed services agreement for smart-safe operations at various LFUCG locations

---

Request
Authorization to execute a managed services agreement and any related documents for smart-safe operations with Wave Group Enterprises, LLC, a sole-source provider, or related entities.

Why are you requesting?
In the FY 2026 budget, the Division of Revenue was provided funds to implement smart-safes. Smart-safes allow divisions to deposit cash into specially designed safes. Those safes are connected to our bank accounts and provide deposits before cash is removed by an armored car service. This reduces the number of cash pickups and increases cash security. Smart-safes will initially be implemented at the Division of Revenue, Division of Parks and Recreation, and Division of Community Corrections. Equipment will be leased for five years. Cash services through the armored car provider can be terminated with 30 days advanced notice. Complete termination of service at a site will incur a six-month service charge per location.

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

The cost for this FY is: $24,012

The cost for future FY is: $TBD

Are the funds budgeted?

1101-202601-0001-71299 - $20,004
4002-202601-0001-71299 - $2,124
4051-202601-0001-71299 - $1,080
4121-202601-0001-71299 - $804

File Number: 0933-25
Director/Commissioner: Wesley Holbrook/Erin Hensley

JUSTIFICATION FOR SOLE SOURCE CERTIFICATION

Sole Source Purchases are defined clearly, based upon a legitimate need, and are limited to a single supplier. Sole source purchases are normally not allowed except when based upon strong technological grounds such as operational compatibility with existing equipment and related parts or upon a clearly unique and/or cost effective feature requirement. The use of sole source purchases must be justified and shall be limited only to those specific instances in which compatibility or technical performance needs are being satisfied.

Sole Source Services are defined as a service provider providing technical expertise of such a unique nature that the service provider is clearly and justifiably the only practicable source available to provide the service. The justification shall be based on the uniqueness of the service, sole availability at the location required, or warranty or defect correction service obligations of the service provider.

This form must be filled out for the request to purchase any good or non-professional service that requires a competitive procurement process (informal quotes ($2,500-$10,000), formal quotes ($10,001 - $39,999.99), or formal bid ($40,000 or more) as defined in the LFUCG's Purchasing Manual. This form must be completed in its entirety and attached to the purchase requisition.

Note: Sole Source Purchase requests for goods exceeding $40,000 will require approval by the Urban County Council by submitting an Administrative Review Form. A copy of this form must be signed off by Central Purchasing and attached to the Administrative Review Form.

Requesting Division

Name Wesley Holbrook Division/Dept Revenue/Finance

Phone 859-280-8327 Email wholbrook@lexingtonky.gov

Type of Purchase: ■ Goods/Materials/Equipment ■ Services

Cost: $24,012

Sole Source Request for the Purchase of: Smart-Safe Equipment and managed services for armored car pickup

☐ One Time Purchase ■ To Establish Sole Source Provider Contract (subject to annual review and approval by Central Purchasing and/or Urban County Council)

Vendor Information

Business Name Wave Group Enterprises, LLC

Contact Name Ryan Stidfole

Address 9559 Center Ave., Suite P, Rancho Cucamonga, CA 91730

Phone (661) 886-1167 Email ryan@wavegroup.co

JUSTIFICATION FOR SOLE SOURCE CERTIFICATION

STATEMENT OF NEED: (Add additional pages as needed)
My division/department's recommendation for sole source is based upon an objective review of the product/service required and appears to be in the best interest of the LFUCG. I know of no conflict of interest on my part, and I have no personal involvement in any way with this request. No gratuities, favors, or compromising actions have taken place. Neither has my personal familiarity with particular brands, types of equipment, materials, persons or firms been a deciding influence on my request to sole source this purchase when there are other known suppliers to exist.

1. **Describe the product or service and list the necessary features this product provides that are not available from any other option.**

Smart-safes, provisional credit from daily deposits with our current financial institution, armored car service, data reporting, and leased hardware

2. **Below are eligible reasons for sole source. Check one and describe.**

☐ Licensed or patented product or service. No other vendor provides this. Warranty or defect correction service obligations to the consultant. Describe why it is mandatory to use this licensed or patented product or service.

☐ Existing LFUCG equipment, inventory, custom-built information system, custom-built data inventory system, or similar products or programs. Describe. If product is off-the-shelf, list efforts to find other vendors (i.e. web site search, contacting the manufacturer to see if other dealers are available to service this region, etc.)

■ Uniqueness of the service. Describe.

☐ The LFUCG has established a standard for this manufacturer, supplier, or provider and there is only one vendor. Attach documentation from manufacturer to confirm that only one dealer provides the product.

☐ Factory-authorized warranty service available only from this single dealer. Sole availability at the location required. Describe.

☐ Used item with bargain price (describe what a new item would cost). Describe.

■ Other – The above reasons are the most common and established causes for an eligible sole source. If you have a different reason, please describe:

-

This organization provides a comprehensive service related to smart-safes that is unique and more expansive than what is currently in place. It also fits with our current providers for two aspects of the service that are already in place.

JUSTIFICATION FOR SOLE SOURCE CERTIFICATION

3. **Describe efforts to find other vendors or consultants (i.e. phone inquires, web site search, contacting the manufacturer to see if other dealers are available to service region, etc.).**

Contacts current armored car provider and financial institution to determine who provides this product and service with integrations to them.

Contacted other armored car services.

4. **How was the price offered determined to be fair and reasonable?**
(Explain what the basis was for comparison and include cost analyses as applicable.)

Cost for service at 3 sites is less annually than our current armored car costs with a conventional safe.

5. **Describe any cost savings realized or costs avoided by acquiring the goods/services from this supplier.**

Reduced cost of armored car service, increased cash security and risks from fund siphoning.

September 12, 2025

Wesley Holbrook
Director of Revenue
Lexington-Fayette Urban County Government
200 E. Main Street
Lexington, KY, 40507

Dear Wesley:

Dext Capital gladly presents LFUCG the following lease proposal, subject to the terms and conditions below. This proposal remains subject to formal underwriting and Dext Capital's final approval.

Terms and Conditions

LESSEE:	Lexington-Fayette Urban County Government
LESSOR:	Dext Capital, LLC ("Dext"), and its nominees or assigns.
LEASE TYPE:	60-month FMV
AMOUNT:	$59,022.00
PROCEEDS USE:	Purchase of new Smart Safe equipment listed below, as provided by The Wave Group.
EQUIPMENT:	(3) Tidel Series 4 Dual SNF STD Cassettes (2400) Note Capacity with Storage Vault, Tariff and Modem. Also included 5-year Maintenance, Data and Reporting, Installation and Freight
RATE INDEX:	Dext Capital calculated the lease rate factor in conjunction with the 5-year Swap Rate (3.22% on the date of this proposal). The lease rate factors will move in tandem with the like-term SOFR SWAPs, (reference: https://www.barchart.com/economy/interest-rates/). The final monthly payment will be fixed upon commencement of the lease and for the entire lease term.

STRUCTURE	FMV Lease
TERM	60-Month
LEASE RATE FACTOR	0.0196091/$1 of cost
LEASE PAYMENT	60 payments of $1,157.37, plus any applicable sales/use taxes, due monthly in advance.

NET LEASE:	Lessee shall pay all insurance, filing fees, licenses, equipment service charges, property and sales/use tax and other similar items.
DOCUMENTATION FEE:	Waived

DUE DILIGENCE ITEMS:	TBD
GENERAL:	The summary of terms and conditions set forth in this proposal is not all-inclusive. Any terms and conditions that this proposal does not address will be subject to future negotiations. This proposal is subject to final Credit Review and Approval by Lessor of all requested due diligence. If the Financing Request is approved by the Lessor, then the Lessor shall prepare documentation to be mutually accepted by Lessor and Lessee.

This proposal is confidential with the understanding that the recipient(s) shall not disclose this letter nor any of the Terms and Conditions to any person or entity outside of the Company's organization, potential investing partners, or advisors.

We welcome the opportunity to work with you and we look forward to hearing from you soon. The terms of this proposal letter expire on October 15, 2025, at 5:00pm PST unless Dext Capital extends this deadline in writing. If you have any questions or comments, feel free to contact me directly.

Very truly yours,

Brent McQueen

Brent McQueen
Sales Representative

Accepted and Agreed:

Name: _____ Signature: _____

Title: _____ Date: _____

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0936-25

File ID:	0936-25	**Type:**	Agenda Item	**Status:**	Agenda Ready
Version:	1	**Contract #:**		**In Control:**	Grants and Special Programs
				File Created:	09/26/2025
File Name:	Haz-Mit Plan consulting services			**Final Action:**	

Title: Authorization to execute a purchase of services agreement with Stantec Consulting Services, Inc. for Hazard Mitigation Plan services at a cost of $19,590 to LFUCG. Federal funds are providing $176,310, for a total project cost of $195,900. A Multi Hazard Mitigation Plan must be completed every five years as a FEMA best practice and to ensure eligibility for Emergency Management Performance Grant monies. Funds are budgeted. (L0936-25)(Larkin/Armstrong)

Notes: The Federal Grant to fund the Hazard Mitigation Plan services has been awarded and received council approval in June 2025.
File # 0661-25

RIO 10/3/2025. MS

Sponsors:		**Enactment Date:**	
Attachments:	Blue Sheet Memo Stantec Haz Mit_ 9-26-2025, Purchase of Service Agreement-Stantec-2025	**Enactment Number:**	
Deed #:		**Hearing Date:**	
Drafter:	Dale Meade	**Effective Date:**	

History of Legislative File

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

Text of Legislative File 0936-25

Title

Authorization to execute a purchase of services agreement with Stantec Consulting Services, Inc. for Hazard Mitigation Plan services at a cost of $19,590 to LFUCG. Federal funds are providing $176,310, for a total project cost of $195,900. A Multi Hazard Mitigation Plan must be completed every five years as a FEMA best practice and to ensure eligibility for Emergency Management Performance Grant monies. Funds are budgeted. (L0936-25) (Larkin/Armstrong)

Summary

Authorization to execute a purchase of services agreement with Stantec Consulting Services, Inc. for Hazard Mitigation Plan services at a cost of $19,590 to LFUCG. Federal funds are providing $176,310, for a total project cost of $195,900. A Multi Hazard Mitigation Plan must be completed every five years as a FEMA best practice and to ensure eligibility for Emergency Management Performance Grant monies. Funds are budgeted. (L0936-25) (Larkin/Armstrong)

Budgetary Implications [select]: Yes

Advance Document Review:

Law: n/a (contract vetted by LFUCG legal dept)

Risk Management: n/a

Fully Budgeted [select]: Yes

Account Number: 3200-505204-5291-71299

This Fiscal Year Impact: $195,900

Annual Impact: $195,900

Project: HMGP_PLAN_2025

Activity: FED_GRANT

Budget Reference: 2025

Current Balance: $214,893.00

MAYOR LINDA GORTON

LEXINGTON

ROBERT LARKIN
DIRECTOR
EMERGENCY MANAGEMENT

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

FROM: **Robert Larkin, Director**
Division of Emergency Management

DATE: **September 26, 2025**

SUBJECT: **Hazard Mitigation Grant Services**

Request: The Division of Emergency Management is requesting the council and Mayor's authorization to acquire Hazard Mitigation Plan services thru Stantec Consulting Services, Inc.

Why are you requesting? The Multi Hazard Mitigation Plan must be completed every five years as a FEMA best practice and to ensure eligibility for Emergency Management Performance Grant monies. Specialized experience and technical ability with the Lexington landscape as a priority is a proven asset. The Stantec Consulting Services team provides local experts in planning, engineering, GIS, regulatory compliance and community engagement. The overreaching goal is to identify hazards and risks and to develop long-term strategies for protecting people and property

What are the costs in this budget year and future budget years? The proposed cost is $195,900, of which $176,310 has been awarded in federal funds leaving LFUCG's 10% matching portion of $19,590. No additional costs for this Multi Hazard Mitigation Plan are anticipated. An updated Hazard Mitigation Plan will be initiated in FY 2031.

Are funds budgeted? Yes, funds are budgeted in account 3200-505204-5291-71299

File Number: 0936-25

Director/Commissioner: Larkin/Armstrong

PURCHASE OF SERVICE AGREEMENT

THIS PURCHASE OF SERVICE AGREEMENT, made and entered into on the _____ day of _October_ 2025, by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the COMMONWEALTH OF KENTUCKY created pursuant to KRS Chapter 67A ("LFUCG"), 200 East Main Street, Lexington, Kentucky 40507, and __Stantec Consulting Services, a Kentucky corporation, ("Organization") with offices located at _3052 Beaumont Centre Circle; Lexington, Kentucky 40513_.

W I T N E S S E T H

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

1. EFFECTIVE DATE; TERM. This Agreement shall commence on _____, 202_ and shall last for a period of ___ year(s) unless terminated by LFUCG at an earlier time. [***include any automatic renewals or extensions***]

2. RELATED DOCUMENTS. This Agreement shall consist of the terms herein as well as the following additional documents, which are attached hereto as exhibits and incorporated herein by reference as if fully stated:

a. Exhibit "A" – LFUCG RFP Document
b. Exhibit "B" – Consultant Proposal

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

3. SCOPE OF SERVICES. Organization shall perform the services outlined in the attached Exhibit "A" – Scope of Work for LFUCG in a timely, workmanlike and professional manner (the "Services").

4. PAYMENT. LFUCG shall pay Organization a total amount not to exceed _one hundred ninety five thousand nine hundred dollars ($195,900) for the performance of the Services. Payments shall be made on a monthly basis for expenditures the Organization actually incurred, only after receipt of monthly invoices. The funds are limited to the services provided herein and may not be spent by the Organization for any other purpose without the prior written consent of LFUCG. Absent any additional written

agreement stating otherwise any travel or other expenses are included in the above payment.

a. LFUCG shall make payment under this Agreement upon timely submission of an invoice(s) from Organization specifying that the Services have been performed, accompanied by data satisfactory to LFUCG to document entitlement to payment for the Services performed to date. LFUCG shall have thirty (30) days from the date of receipt of the invoice to pay the invoice amount. LFUCG reserves the right to refuse payment if it is determined by LFUCG that the Services performed or materials provided for the Services are inadequate or defective.

b. LFUCG also reserves the right to reject any invoice submitted for services more than sixty (60) days after the services were rendered.

5. TERMINATION. LFUCG, through the Mayor or the Mayor's designee, may terminate this Agreement for any reason whatsoever by providing Organization with at least thirty (30) days advance written notice. Organization shall be entitled for payment of all work performed up to that period of time, calculated on a reasonable basis.

a. In the event of a termination based upon a material condition of non-performance or default by Organization, LFUCG shall provide Organization advance written notice and a reasonable period of time to cure the breach.

b. Organization may only terminate this Agreement based upon LFUCG's failure to timely pay for properly invoiced and accepted work. Organization shall provide LFUCG with at least thirty (30) days advance written notice and an opportunity to cure prior to termination.

c. Organization acknowledges that LFUCG is a governmental entity, and that the validity of this Agreement is based upon the availability of appropriated funding. In the event that such funding is not appropriated in a future fiscal year, LFUCG's obligations under this Agreement shall automatically expire without penalty to the LFUCG thirty (30) days after written notice to Organization. LFUCG shall exercise any application of this provision in good faith.

6. REPORTING. Organization shall provide LFUCG with timely reports and updates related to the provisions of the Services in the form and manner reasonably specified by LFUCG.

7. REGISTRATION; COMPLIANCE; AUTHORITY TO SIGN. Organization shall be lawfully registered or authorized to do business in the Commonwealth of Kentucky and Lexington-Fayette County and shall at all times comply with any and all applicable federal, state, and local laws, ordinances, and regulations. LFUCG may request proof that Organization has timely filed federal, state, or local tax forms which shall be provided by

Organization on a timely basis. The person signing this Agreement on behalf of Organization is fully authorized to do so.

8. INSURANCE; INDEMNITY.

The risk management provisions of RFP No. 24-2025 are incorporated herein by reference as if fully stated. Copies of the required Certificates of Insurance shall be provided to the LFUCG as required therein.

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

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

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

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

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

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

13. SEXUAL HARASSMENT. Organization must adopt or have adopted a written sexual harassment policy, which shall, at a minimum, contain a statement of current law; a

list of prohibited behaviors; a complaint process; and a procedure which provides for a confidential investigation of all complaints. The policy shall be given to all employees and clients and shall be posted at all locations where Organization conducts business. The policy shall be made available to LFUCG upon request.

14. INVESTMENT. Any investment of the funds received pursuant to this Agreement must fully comply with any restrictions imposed by law.

15. NO ASSIGNMENT. Organization may not assign any of its rights and duties under this Agreement without the prior written consent of LFUCG.

16. NO THIRD PARTY RIGHTS. This Agreement does not create a contractual relationship with or right of action in favor of a third party against either Organization or LFUCG.

17. KENTUCKY LAW AND VENUE. This Agreement shall be governed in all respects by the laws of the Commonwealth of Kentucky and venue for all actions shall lie in the Circuit Court of Fayette County, Kentucky.

18. AMENDMENTS. By mutual agreement, the parties to this Agreement may, from time to time, make written changes to any provision hereof. Organization acknowledges that LFUCG may make such changes only upon approval of its legislative authority, the Lexington-Fayette Urban County Council, and the signature of its Mayor.

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

For Organization:

Stantec Consulting Services, Inc.
3052 Beaumont Centre Circle
Lexington, Kentucky 40513-1703
Attn: Mike Greene_

For Government:

Lexington-Fayette Urban County Government
200 East Main Street
Lexington, Kentucky 40507
Attn: Director Robert J. Larkin_

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

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

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

LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT

BY: _____
LINDA GORTON, MAYOR

ATTEST:

_____
Clerk of the Urban County Council

ENTITY

BY:_____
_____

_____
ATTEST:

_____
WITNESS:_____
DATE:_____

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0937-25

File ID:	0937-25	**Type:**	Agenda Item	**Status:**	Agenda Ready
Version:	2	**Contract #:**		**In Control:**	Grants and Special Programs
				File Created:	09/26/2025
File Name:	Request Council authorization to execute Change Order No. 1 with Third Rock Consultants, LLC. (TRC) in the amount of $58,250 for design services for the Wolf Run Watershed §319(h) grant project increasing the contract price from $128,200 to $186,450.			**Final Action:**	

Title: Authorization to execute Change Order No. 1 with Third Rock Consultants, LLC (TRC) in the amount of $58,250 for evaluating two additional potential design opens, for public education, and water quality sampling design related to the Wolf Run Watershed §319(h) grant project, increasing the contract price from $128,200 to $186,450. Funds are budgeted. (L0937-25)(Carey/Albright)

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	26-Bluesheet Memo - Wolf Run TRC CO No. 1, CO1 4 of 5 signatures, Project Locations - Change Order Map	**Enactment Number:**	
Deed #:		**Hearing Date:**	
Drafter:	Katrina James	**Effective Date:**	

History of Legislative File

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

Text of Legislative File 0937-25

Title

Authorization to execute Change Order No. 1 with Third Rock Consultants, LLC (TRC) in the amount of $58,250 for evaluating two additional potential design opens, for public education, and water quality sampling design related to the Wolf Run Watershed §319(h) grant project, increasing the contract price from $128,200 to $186,450. Funds are budgeted. (L0937-25)(Carey/Albright)

Summary

Authorization to execute Change Order No. 1 with Third Rock Consultants, LLC (TRC) in the amount of $58,250 for evaluating two additional potential design opens, for public education, and water quality sampling design related to the Wolf Run Watershed §319(h) grant project, increasing the contract price from $128,200 to $186,450. Funds are budgeted. (L0937-25)(Carey/Albright)

Budgetary Implications: Yes

Advance Document Review:

Law: Yes, Completed by Dave Barberie, 9/22/2025

Risk Management: N/A

Fully Budgeted: Yes

Account Number: 3400-313201-3092-92211

This Fiscal Year Impact: $ 58,250

Annual Impact: $0

Project: WOLF_RUN_2024

Activity: STA_GRANT

Budget Reference: 2024

Current Balance: $382,800.00

MAYOR LINDA GORTON

LEXINGTON

THERESA REYNOLDS
DIRECTOR
GRANTS & SPECIAL PROGRAMS

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

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

DATE: **SEPTEMBER 25, 2025**

SUBJECT: **Authorization to execute Change Order No. 1 with Third Rock Consultants, LLC for Design RFP #52-2023 for the Wolf Run Water §319(h) Grant Project**

Request: Council authorization to execute Change Order No. 1 with Third Rock Consultants, LLC. (TRC) in the amount of $58,250 for design services for the Wolf Run Watershed §319(h) grant project increasing the contract price from $128,200 to $186,450.

Purpose of Request: On March 21, 2024 (Resolution 125-2024), Council authorized approval to execute an Engineering Services Agreement with Third Rock Consultants, LLC (TRC) for the design services related to water quality improvements in the Wolf Run Watershed project.

As part of the Wolf Run Watershed §319(h) grant project, design of an appropriate and constructable BMP, or Best Management Practice, at the Derby Drive discharge location requires additional engineering services. To determine the most effective, constructable, and maintainable option, LFUCG has asked TRC to evaluate three potential options. These options will be evaluated at a conceptual level, with the most feasible option selected for the full design. The original scope of work provided for the evaluation of one option, and this change order will provide funds for evaluating two additional identified potential design options. This change order also provides funds for TRC to conduct public education and water quality sampling at the other BMP funded by this grant at Southland Park.

What is the cost in this budget year and future budget years? $58,250 is cost in FY2026. No cost anticipated in future budget years.

Are the funds budgeted? Yes, funds are budgeted in 3400-313201-3092-92211 WOLF_RUN_2024 STA_GRANT 2024

File Number: 0937-25

Director/Commissioner: Carey/Albright

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT CONTRACT CHANGE ORDER Page 1 of 2	Date:	September 4, 2025	
	Project:	Wolf Run 319(h) Grant	
	Location:	Lexington KY	
To (Contractor): Third Rock Consultants LLC 2526 Regency Road, Suite 180 Lexington, Kentucky 40503	Contract No.	R-125-2024	
	Original Contract Amt.	$128,200.00	
	Cumulative Amount of Previous Change Orders	$0.00	
	Percent Change - Previous Change Orders		0.00%
	Total Contract Amount Prior to this Change Order	$128,200.00	
	Change Order No.	1	

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

Current Change Order

Item No.	Description of changes-quantities, unit prices, change in completion date, etc.	Decrease in contract price	Increase in contract price	
1	Additional Survey	$0.00	$14,000.00	
2	Conceptual Designs	$0.00	$18,000.00	
3	Design and Construction Documents	$0.00	$13,250.00	
4	Meetings	$0.00	$6,000.00	
5	Public Education/Tour	$0.00	$4,500.00	
6	Water Quality Sampling/Southland Basin	$0.00	$2,500.00	
7		$0.00	$0.00	
8		$0.00	$0.00	
	Total decrease	$0.00		
	Total increase		$58,250.00	
	Net Amount of this Change Order	$58,250.00		
	New Contract Amount Including this Change Order	$186,450.00		
	Percent Change - This Change Order			45.44%
	Percent Change - All Change Orders			45.44%

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

Recommended by: Sarah Donaldson	(Project Manager)	Date 9-12-25
Reviewed / Accepted by:	(Consultant)	Date 9-16-25
Accepted by: NA (Consultant Only)	(Contractor)	Date
Approved by: Jenny M. Carey	(Director)	Date 9/17/25
Approved by: Nancy Albright	(Commissioner)	Date N/A 9/18/25
Approved by:	(Mayor or CAO)	Date N/A

JUSTIFICATION FOR CHANGE	PROJECT: Wolf Run 319(h) Grant
	CONTRACT NO. R-125-2024
	CHANGE ORDER #: 1

1. As part of the Wolf Run 319(h) grant, design of an appropriate and constructable BMP at the Derby Drive discharge location requires additional engineering services. In order to fully evaluate the most effective, constructable and feasible option, LFUCG has asked Third Rock to more fully evaluate three potential options. These options will be evaluated at a concept level, with the most feasible option selected for full design. Evaluating one option was included in the original budget and scope of work. This change order will fund evaluating the two additional potential design options. As part of this effort, Third Rock requires additional budget for meetings, survey work and engineering services. In addition, certain scope items previously removed from Third Rock's scope but which are part of the grant contract requirements are being added back into Third Rock's scope for the Southland Drive basin, including water sampling and public education.

2. Is proposed change an alternate bid? ___Yes __X__No

3. Will proposed change alter the physical size of the project? ___Yes __X__No

   If "Yes", explain.

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

5. Has consent of surety been obtained? ___Yes __X__Not Necessary

6. Will this change affect expiration or extent of insurance coverage? ___Yes __X__No

   If "Yes", will the policies be extended? ___Yes ___No

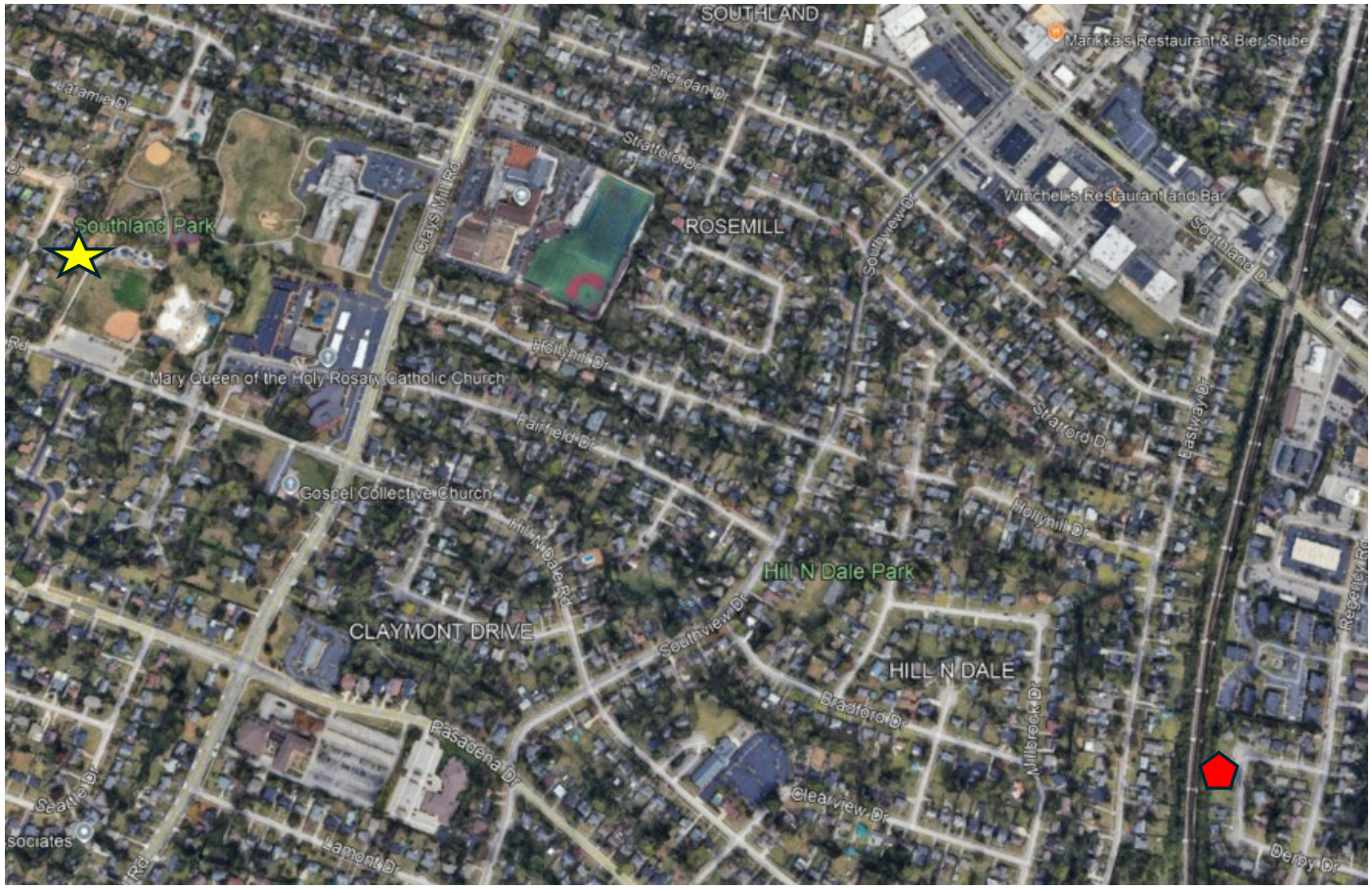
7. Effect on operation and maintenance costs: N/A

8. Effect on contract completion date: No

_____ _____

Mayor Date

Wolf Run §319(h) Grant Project Locations



Southland Park Bioswale Project

Derby Drive Detention Basin Project

LEXINGTON

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0938-25

File ID:	0938-25	**Type:**	Agenda Item	**Status:**	Agenda Ready
Version:	2	**Contract #:**		**In Control:**	Grants and Special Programs
				File Created:	09/26/2025
File Name:	Request Council authorization to execute FY26 Neighborhood Action Match Program contracts with the following: Cherokee Park Neighborhood Association Inc. ($6,670), The Golf Townhomes at Andover Homeowners Association, Inc., Phase II ($4,609.50), Hamburg P			**Final Action:**	

Title: Authorization to execute FY26 Neighborhood Action Match Program contracts with the following: Cherokee Park Neighborhood Association Inc. ($6,670), The Golf Townhomes at Andover Homeowners Association, Inc., Phase II ($4,609.50), Hamburg Park Townhomes Owners Association , Inc. ($10,000), Lakes Edge Condominium Association ($10,000), Palomar Reserve Council of Co-Owners, Inc. ($8,650), Patchen Wilkes Townhomes Owners Association, Inc. ($8,572.93), Squire Oak Homeowners Association, Inc. ($10,000), The Lakeview Island Security and Maintenance Association, Inc. ($2,600), Walnut Ridge Homeowners Association, Inc. ($5,235), and Westmorland Neighborhood Association, Inc. ($10,000). Total cost not to exceed $76,337.43. Funds are budgeted (L0938-25)(Reynolds/Lanter)

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	26 - Bluesheet Memo - FY26 NAMP Award, FY26 NAMP Agreement	**Enactment Number:**	
Deed #:		**Hearing Date:**	
Drafter:	Katrina James	**Effective Date:**	

History of Legislative File

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

Text of Legislative File 0938-25

Title

Authorization to execute FY26 Neighborhood Action Match Program contracts with the

following: Cherokee Park Neighborhood Association Inc. ($6,670), The Golf Townhomes at Andover Homeowners Association, Inc., Phase II ($4,609.50), Hamburg Park Townhomes Owners Association , Inc. ($10,000), Lakes Edge Condominium Association ($10,000), Palomar Reserve Council of Co-Owners, Inc. ($8,650), Patchen Wilkes Townhomes Owners Association, Inc. ($8,572.93), Squire Oak Homeowners Association, Inc. ($10,000), The Lakeview Island Security and Maintenance Association, Inc. ($2,600), Walnut Ridge Homeowners Association, Inc. ($5,235), and Westmorland Neighborhood Association, Inc. ($10,000). Total cost not to exceed $76,337.43. Funds are budgeted (L0938-25) (Reynolds/Lanter)

Summary

Authorization to execute FY26 Neighborhood Action Match Program contracts with the following: Cherokee Park Neighborhood Association Inc. ($6,670), The Golf Townhomes at Andover Homeowners Association, Inc., Phase II ($4,609.50), Hamburg Park Townhomes Owners Association , Inc. ($10,000), Lakes Edge Condominium Association ($10,000), Palomar Reserve Council of Co-Owners, Inc. ($8,650), Patchen Wilkes Townhomes Owners Association, Inc. ($8,572.93), Squire Oak Homeowners Association, Inc. ($10,000), The Lakeview Island Security and Maintenance Association, Inc. ($2,600), Walnut Ridge Homeowners Association, Inc. ($5,235), and Westmorland Neighborhood Association, Inc. ($10,000). Total cost not to exceed $76,337.43. Funds are budgeted (L0938-25) (Reynolds/Lanter)

Budgetary Implications: Yes

Advance Document Review:

Law: Yes, Completed by William Razor, 9/29/2025

Risk Management: N/A

Fully Budgeted: The cost in this budget year is not to exceed $76,337.43.

Account Number: 1101-160202-1427-71299

This Fiscal Year Impact: $76,337.43

Annual Impact: $0

Project:

Activity:

Budget Reference:

Current Balance: $76,477.10

MAYOR LINDA GORTON

LEXINGTON

THERESA REYNOLDS
DIRECTOR
GRANTS & SPECIAL PROGRAMS

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

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

DATE: **SEPTEMBER 26, 2025**

SUBJECT: **Neighborhood Action Match Program Contracts - Fiscal Year 2026**

Request:
Council authorization to execute FY26 Neighborhood Action Match Program contracts with the following: Cherokee Park Neighborhood Association Inc. ($6,670), The Golf Townhomes at Andover Homeowners Association, Inc., Phase II ($4,609.50), Hamburg Park Townhomes Owners Association , Inc. ($10,000), Lakes Edge Condominium Association ($10,000), Palomar Reserve Council of Co-Owners, Inc. ($8,650), Patchen Wilkes Townhomes Owners Association, Inc. ($8,572.93), Squire Oak Homeowners Association, Inc. ($10,000), The Lakeview Island Security and Maintenance Association, Inc. ($2,600), Walnut Ridge Homeowners Association, Inc. ($5,235), and Westmorland Neighborhood Association, Inc. ($10,000).

Why are you requesting?
In response to a Request for Applications, Grants and Special Programs received 31 applications requesting funds under the Fiscal Year 2026 Neighborhood Action Match Program. The Neighborhood Action Match Program Review Board met and reviewed requests for funding. Listed above are the recommendations for funding of various neighborhood activities and improvements.

What is the cost in this budget year and future budget years? The cost in this budget year is not to exceed $76,337.43. No additional costs in future budget years are anticipated.

Are the funds budgeted? $76,337.43 is currently budgeted in account # 1101-160202-1427-71299.

File Number: 0938-25

Director/Commissioner: Reynolds/Lanter

GRANT AGREEMENT

THIS GRANT AGREEMENT ("Contract"), made and entered into on the _____day of _____ 2025, by and between the **LEXINGTON-FAYETTE URBAN COUTY GOVERNMENT**, an urban county government of the Commonwealth of Kentucky, pursuant to KRS Chapter 67A (hereinafter "Government"), on behalf of its Division of Grants and Special Programs, and _____ (hereinafter "Association"), a non-profit corporation created pursuant to KRS Chapter 273, with offices located in Lexington, Kentucky.

WITNESSETH:

WHEREAS, the residents of the area have organized an Association to further the improvement of their neighborhood; and

WHEREAS, Association desires to implement a specific project in order to enhance its neighborhood for the benefit of its residents and others; and

WHEREAS, Association has demonstrated a need for additional monies to expand and develop its programs; and

WHEREAS, Government has funds available through the Neighborhood Action Match Program to assist qualified Associations in the improvement of their neighborhoods; and

WHEREAS, any such improvements funded by the Government shall be open and available to the public and benefit the entire neighborhood;

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

The Government hereby grants Association the sum of **$**_____ (hereinafter "the Grant"), for use in making neighborhood improvements specified in Association's grant application.

Association and Association's subcontractors shall: provide equal opportunity in employment for all qualified persons; prohibit discrimination in employment because of race, color, creed, national origin, sex, age, sexual orientation, gender identity and disability; and, promote equal employment through a positive, continuing program of equal employment. This program of equal employment

opportunity shall apply to every aspect of the Association's employment policies and practices as well as the employment policies and practices of all of the Association's subcontractors.

Association agrees to match the Grant with contributions, labor and other services from its members at a value of at least 50% of the total project cost.

Association agrees to use the Grant for activities set forth in its grant application and generally described as: _____.

Association further agrees that neither the Grant nor its matching funds shall be used for the following activities:

- Program operation activities, such as day care, employment services, recreation programs, and others.
- Generally, routine neighborhood maintenance rather than rehabilitation activities.
- Activities performed by non-Government personnel which would normally and routinely be provided to the residents of Lexington-Fayette County by employees of the Lexington-Fayette Urban County Government.
- Construction financing, capital financing, or operational financing for any existing or proposed businesses.
- Compensation to residents of the neighborhood or businesses within the neighborhood for any work associated with this program.
- Compensation for individuals or businesses for activities not directly related to the completion of the project as approved by the Lexington-Fayette Urban County Government.
- Operational expenses of the Association not directly and exclusively related to the implementation of the activities approved in the Grant award under this program.
- Improvements that are not open and available to the public or that do not benefit the entire neighborhood.

The Grant to the Association shall be disbursed in the following manner:

- The Association's Treasurer, or other designated person, shall submit a Request for Funds to the Government's Division of Grants and Special Programs.
- Each Request shall provide documentation that Association has expended the requested funds, documented by ***cancelled checks and invoices*** or other means of documentation as deemed acceptable by the Grants Manager.
- The Grants Manager shall review each Request for Funds and supporting documents for compliance with the terms of this Contract, the grant application and the guidelines of the Neighborhood Action Match Program. If the Grants Manager determines that the Association's Request for Funds is in compliance with the terms

of the contract, the grant application and the Neighborhood Action Match Program and that the activity progress and management program of the Association satisfy the terms of the Grant award, he or she shall approve the Request for Funds and forward it to the Division of Accounting for payment.

Should the Grants Manager determine that the Association is not in compliance with the terms of the grant application or this Contract or the guidelines of the Neighborhood Action Match Program, including deficiencies in progress and management of the project, the Grants Manager and the Director of Grants and Special Programs shall notify the Mayor's Office and the appropriate district council person and shall meet with the Association on matters that prevent approval of the Request for Funds. Failure to resolve any such matters to the satisfaction of the Government may lead to termination of the contract for cause.

If it becomes apparent to the Association or the Government that the Association will be unable to complete the project either in the manner or for the amount described in this Contract or the Neighborhood Action Match Program application, then the Association must immediately notify the Grants Manager by providing a complete and detailed written explanation of its inability to comply with the terms of the contract and application, and the Association must further provide the Grants Manager with a complete and detailed written explanation of any proposed changes, and the reasons for those changes.

This Contract and the application may not be modified except by written agreement of the Government and the Association.

The Association shall submit a Final Report within thirty (30) days of the completion of the project. The Final Report shall describe the project and the benefits received from the project. If financial returns from the project are anticipated, the Association must secure written approval from the Mayor's Office for the Schedule of Report and for any proposed expenditures of financial returns.

The Association agrees to comply with all applicable local and state rules, ordinances and laws in implementation of the project.

If, through any cause, the Association shall fail to fulfill in timely and proper manner its obligations under this Contract, or if the Association shall violate any of the covenants, agreements or stipulations of this Contract, the Government shall thereupon have the right to terminate this Contract by giving written notice to the Association of such termination and specifying the effective date

thereof, at least five (5) days before the effective date of such termination. In that event, all finished or unfinished documents, receipts and reports prepared by the Association shall, at the option of the Government, become the Government's property and the Association shall be entitled to receive just and equitable compensation for the Government's share of any satisfactory work completed pursuant to the Contract. The Government assumes no responsibility whatsoever in the Association's neighborhood development project activities. Association understands and agrees that its employees, agents, or subcontractors are not employees of Government for any purpose whatsoever.

Association promises and agrees that it will indemnify and hold the Government harmless from any and all liability for personal injury, property damage, or loss of life or property resulting from or in any way connected with the activities carried out pursuant to this Contract, the Grant award or the Neighborhood Action Match Program.

The term of this Contract shall be from the date of this agreement until completion of the neighborhood development project outlined herein, but in any event, no later than **May 31, 2027**.

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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

BY:_____
LINDA GORTON, MAYOR

ATTEST:

_____
CLERK, URBAN COUNTY COUNCIL

NAME OF NEIGHBORHOOD ASSOCIATION

BY:_____

TITLE:_____

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0939-25

File ID:	0939-25	**Type:**	Agenda Item	**Status:**	Agenda Ready
Version:	2	**Contract #:**		**In Control:**	Grants and Special Programs
				File Created:	09/26/2025
File Name:	Request Council authorization to execute Amendment No. 2 and accept an additional award from the Lexington-Fayette County Health Department in the amount of $9,000 under the FY25 Health Access Nurturing Development Services (HANDS) 853 Non-Medicaid Home V			**Final Action:**	

Title: Authorization to execute Amendment No. 2 (Reso. 355-2024) and accept an additional award from the Lexington-Fayette County Health Department in the amount of $9,000 under the FY25 Health Access Nurturing Development Services (HANDS) 853 Non-Medicaid Home Visiting Services grant funds for the Family Care Center HANDS program. No match is required. (L0939-25)(Horton-Holt/Allen-Bryant)

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	26-Bluesheet Memo - HANDS Amendment No. 2, LFCHD FCC HANDS Non-Medicaid Contract Amendment FY25, BA 13926 add'l funds	**Enactment Number:**	
Deed #:		**Hearing Date:**	
Drafter:	Katrina James	**Effective Date:**	

History of Legislative File

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

Text of Legislative File 0939-25

Title

Authorization to execute Amendment No. 2 (Reso. 355-2024) and accept an additional award from the Lexington-Fayette County Health Department in the amount of $9,000 under the FY25 Health Access Nurturing Development Services (HANDS) 853 Non-Medicaid Home Visiting Services grant funds for the Family Care Center HANDS program. No match is required. (L0939-25)(Horton-Holt/Allen-Bryant)

Summary

Authorization to execute Amendment No. 2 (Reso. 355-2024) and accept an additional award from the Lexington-Fayette County Health Department in the amount of $9,000 under the FY25 Health Access Nurturing Development Services (HANDS) 853 Non-Medicaid Home Visiting Services grant funds for the Family Care Center HANDS program. No match is required. (L0939-25)(Horton-Holt/Allen-Bryant)

Budgetary Implications: Yes

Advance Document Review:

Law: Yes, Completed by William Razor, 9/5/2025

Risk Management: N/A

Fully Budgeted: Budget amendment is in process.

Account Number:

This Fiscal Year Impact: $9,000

Annual Impact: $0

Project: HOME_NET_2025

Activity: MS_GRANT

Budget Reference: 2025

Current Balance:

MAYOR LINDA GORTON

LEXINGTON

THERESA REYNOLDS
DIRECTOR
GRANTS & SPECIAL PROGRAMS

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

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

DATE: **SEPTEMBER 25, 2025**

SUBJECT: **Amendment No. 2 to Agreement for the Home Network Program (HANDS) at the Family Care Center**

Request: Council authorization to execute Amendment No. 2 and accept an additional award from the Lexington-Fayette County Health Department in the amount of $9,000 under the FY25 Health Access Nurturing Development Services (HANDS) 853 Non-Medicaid Home Visiting Services grant funds for the Family Care Center HANDS program. No match is required.

Purpose of Request: On July 2, 2024 (Resolution 355-2024), Council accepted grant funds from the Lexington-Fayette County Health Department (LFCHD) in the amount of $356,000 federal funds and $101,000 in Commonwealth of Kentucky funds including $41,000 in 853 Home Visiting Services grant funds for total award of $457,000 for FY2025.

The Lexington-Fayette County Health Department has offered an additional award in the amount of $9,000 under the FY25 Health Access Nurturing Development Services (HANDS) 853 Non-Medicaid Home Visiting Services grant funds to continue the HANDS program at the Family Care Center.

What is the cost in this budget year and future budget years? $9,000 has been awarded for FY2025. Funding for future budget years is dependent upon the availability of funding.

Are the funds budgeted? Budget amendment is in process.

File Number: 0939-25

Director/Commissioner: Shelia Horton-Holt/ Kacy Allen-Bryant

Lexington Fayette County Health Department

650 Newtown Pike
Lexington, Kentucky 40508-1197
(859) 252-2371
(859) 288-2359 Fax
(859) 288-7510 Medical Fax

CONTRACT AMENDMENT #2

DATE: August 27, 2025 CONTRACT NUMBER: 24-25-PUBLIC-R

CONTRACTOR NAME AND ADDRESS: Family Care Center-HANDS PROGRAM
Lexington-Fayette Urban Co. Gov.
200 East Main Street
Lexington, KY 40507

It is mutually understood and agreed by and between the undersigned contracting parties to amend the previously executed agreement as follows:

Section 5:
Is changed effective **August 27, 2025** to note an increase in FY25 HANDS Non-Medicaid Home Visiting Services Grant funding to a new maximum allowable of $50,000. Contractor must report HANDS Non-Medicaid Home Visiting Service Grant expenses to Health Department monthly for reimbursement. Reimbursement will be made from Department for Public Health to Health Department on Contractor's behalf. Upon Health Department's receipt of Contractor reimbursement, Health Department will distribute reimbursement to Contractor. The maximum amount of administrative reimbursement is $50,000. The project period is 7/1/24 to 6/30/25.

DRAFT

_____
CONTRACTOR DATE

_____
Dr. Crystal Miller DATE
COMMISSIONER OF HEALTH

_____

Cara Kay DATE
CHIEF FINANCIAL OFFICER

_____

Jessica Cobb DATE
COMMUNITY HEALTH OFFICER

DRAFT

Search in Menu

LFUCG Budget Amendment Request Form

Requester: Moore,Celia E **Date:** 09/29/2025 **Status:** Pending Approval **Amend Nbr:** 13926

Business Unit: LFUCG **Journal Date:** 09/29/2025 **Budget Period:** 2026 **Bid:** ☐ **Admin Review:** ☐

Personnel, Operating & Capital Accounts

Personalize | Find | View All | First 1 of 1 Last

	Fund	Dept	Section	Account	Description	Amount	Division	Department	Journal ID
1	3190	606401	6405	75101	Operating Supplies and Expense	9,000.00	059240	059223	

Revenue Accounts

Personalize | Find | View All | First 1 of 1 Last

	Fund	Dept	Section	Account	Description	Amount	Division	Department	Journal ID
1	3190	606401	6405	44040	Intergovernmental - State/Oth	9,000.00	059240	059223	

▶ Project/Grant Revenue

▶ Project/Grant Expenditures

Comments:

To budget additional award on FY25 HANDS 853 grant funds on HOME_NET_2025

Net Amend Amt: 0.00

Submit for Approval

Save | Add

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0941-25

File ID:	0941-25	**Type:**	Agenda Item	**Status:**	Agenda Ready
Version:	1	**Contract #:**		**In Control:**	Water Quality
				File Created:	09/29/2025
File Name:	Release of Easement Flying Ebony Drive			**Final Action:**	

Title: Authorization to approve a Release of Easement at 2408 Flying Ebony Drive. The easement is no longer needed. No budgetary impact. (L0941-25)(Martin/Albright)

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	Blue Sheet Memo, Flying Ebony Agreement, Flying Ebony Map	**Enactment Number:**	
Deed #:		**Hearing Date:**	
Drafter:	Christina King/ Debbie Barnett	**Effective Date:**	

History of Legislative File

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

Text of Legislative File 0941-25

Title

Authorization to approve a Release of Easement at 2408 Flying Ebony Drive. The easement is no longer needed. No budgetary impact. (L0941-25)(Martin/Albright)

Summary

Authorization to approve a Release of Easement at 2408 Flying Ebony Drive. The easement is no longer needed. No budgetary impact. (L0941-25)(Martin/Albright)

Budgetary Implications [select]: No

Advance Document Review:

Law: Yes J. Todd Henning 9/24/25

Risk Management: No

Fully Budgeted [select]: N/A

Account Number:

This Fiscal Year Impact: $

Annual Impact: $

Project:

Activity:

Budget Reference:

Current Balance:

MAYOR LINDA GORTON

LEXINGTON

CHARLES H. MARTIN, P.E.
DIRECTOR
WATER QUALITY

TO: Mayor Linda Gorton
Urban County Council

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

DATE: September 25, 2025

SUBJECT: RELEASE OF A SANITARY EASEMENT AT 2408 FLYING EBONY DRIVE

Request

The purpose of this memorandum is to request a resolution authorizing the Mayor on behalf of the Lexington-Fayette Urban County Government to execute a release of a sanitary easement at 2408 Flying Ebony Drive.

Purpose of Request

The easement is no longer needed.

Project Cost in FY25

There is no cost with this request.

Project Cost Impact for Future Budget Years

There is no projected future cost.

Are Funds Budgeted

N/A.

Law Review

T. Henning, 09/24/2025.

Martin/Albright

DRB
cc: Debbie R Barnett
Gregory Lubeck, PE

THIS RELEASE OF EASEMENT, is made and entered into this ____ day of _____, 2025, by and between **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government organized under KRS Chapter 67A, whose mailing address is 200 East Main Street, Lexington, Kentucky 40507 ("First Party") and **JAMES T. NASH BUILDER, INC.**, a Kentucky corporation, whose mailing address is 276 Blue Sky Parkway, Lexington, Kentucky 40509 ("Second Party").

WITNESSETH:

That for no monetary consideration but for good and valuable consideration, First Party does hereby release and relinquish the right, title, and interest that First Party has in and to a portion of a sanitary sewer easement lying and being on real property commonly known as 2408 Flying Ebony Drive, Lexington, Fayette County, Kentucky and described as follows ("the Property"):

> Being all of Lot 269 as shown on the Amended Final Record Plat Hamburg Place Community Development Phase II West Wind Subdivision Unit 9, said plat appearing of record in Plat Cabinet S, Slide 624, in the Fayette County Clerk's Office; and
>
> Being a portion of the same property conveyed to James T. Nash Builder, Inc. a Kentucky corporation, by Deed dated July 25, 2025, of record in Deed Book 4143, Page 710, in the Fayette County Clerk's Office.

The portion of the easement being released is more particularly described on Exhibit "A" and Exhibit "B" attached hereto.

Provided, however, that First Party hereby specifically retains its right, title, and interest in and to all other easements shown of record for the Property in the office of the Fayette County Clerk (unless previously released), including without limitation, any portions of other easements that overlap the easement released herein.

IN WITNESS WHEREOF, First Party has hereunto set its hand by and through its duly authorized officer on the day and year first above written.

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By:_____
Linda Gorton, Mayor

COMMONWEALTH OF KENTUCKY)
) SS
COUNTY OF FAYETTE)

The foregoing instrument was subscribed, sworn to, and acknowledged before me this ____ day of _____, 2025, by Linda Gorton, as Mayor of Lexington-Fayette Urban County Government, an urban county government under KRS Chapter 67A, for and on behalf of said urban county government.

My Commission Expires:_____ Notary ID#:_____

_____ _____
Notary Print Name Notary Public, Kentucky State-at-Large

JAMES T. NASH BUILDER, INC.

By: _____

Title: PRESIDENT

COMMONWEALTH OF KENTUCKY)
) SS
COUNTY OF FAYETTE)

The foregoing instrument was subscribed, sworn to, and acknowledged before me this ____ day of 20th of August, 2025, by James T. Nash, as President of James T. Nash Builder, Inc., a Kentucky corporation, for and on behalf of said corporation.

My Commission Expires: 5/3/27 Notary ID#: KYNP69690

Tamara E Ward
Notary Print Name

Tamara E Ward
Notary Public, Kentucky State-at-Large

This Instrument Prepared by:

Thomas C Marks

Thomas C. Marks, Attorney
Miller, Griffin & Marks, P.S.C.
271 W. Short St., Suite 600
Lexington, Kentucky 40507
Tel: (859) 255-6676

TAMARA ELIZABETH WARD
NOTARY PUBLIC
COMM. # KYNP69690
MY COMMISSION EXPIRES
MAY 03, 2027
COMMONWEALTH OF KENTUCKY

EXHIBIT "A"

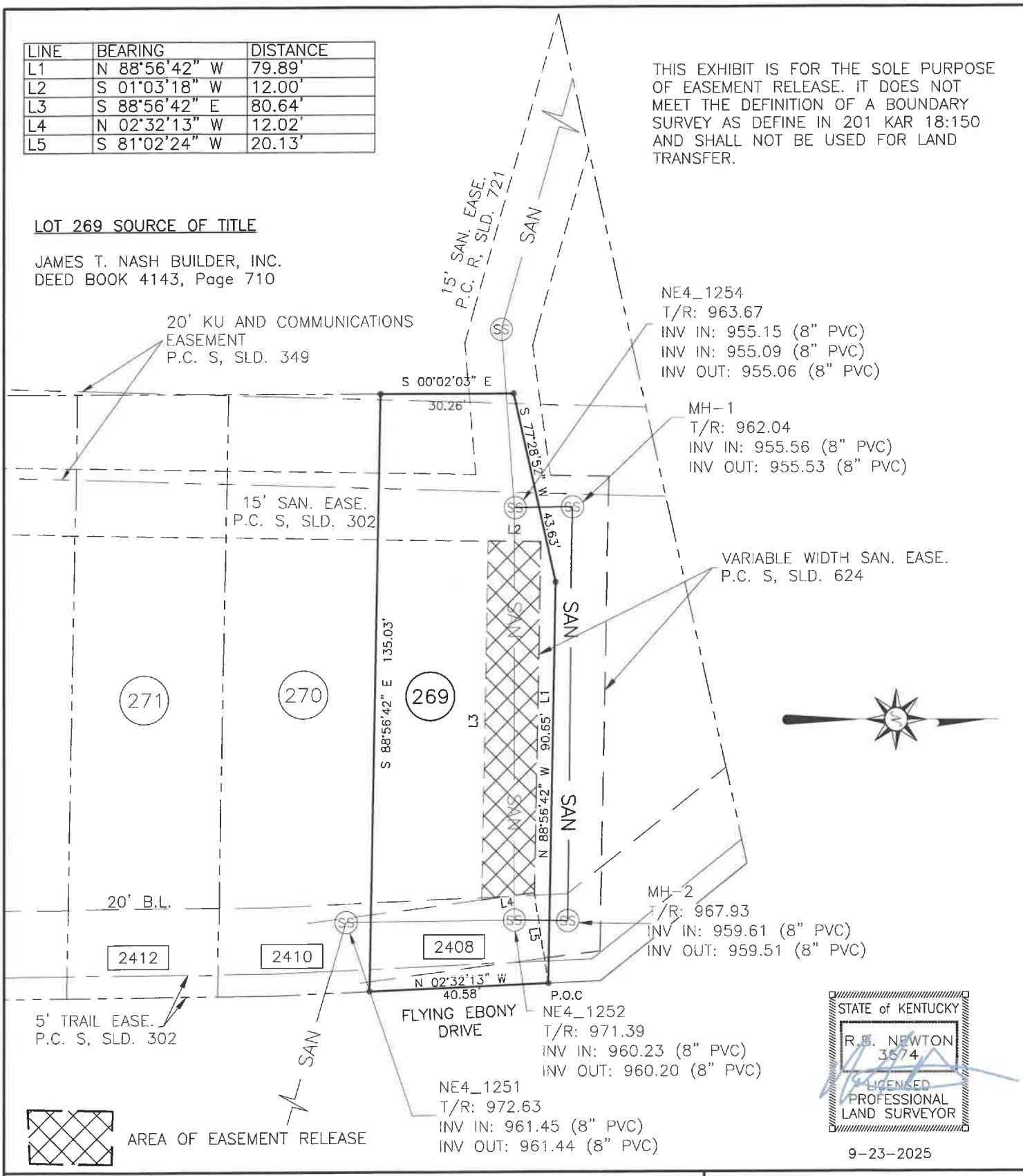
Depiction of Easement Being Released

LINE	BEARING	DISTANCE
L1	N 88°56'42" W	79.89'
L2	S 01°03'18" W	12.00'
L3	S 88°56'42" E	80.64'
L4	N 02°32'13" W	12.02'
L5	S 81°02'24" W	20.13'

THIS EXHIBIT IS FOR THE SOLE PURPOSE OF EASEMENT RELEASE. IT DOES NOT MEET THE DEFINITION OF A BOUNDARY SURVEY AS DEFINE IN 201 KAR 18:150 AND SHALL NOT BE USED FOR LAND TRANSFER.

LOT 269 SOURCE OF TITLE

JAMES T. NASH BUILDER, INC.
DEED BOOK 4143, Page 710



STATE of KENTUCKY
R.B. NEWTON
3674
LICENSED PROFESSIONAL LAND SURVEYOR

9-23-2025

SANITARY SEWER EASEMENT RELEASE
WEST WIND SUBDIVISION
UNIT 9
LOT 269

GRAPHIC SCALE
0' 30' 60'
SCALE: 1" = 30'

PROPERTY OWNER
JAMES T. NASH BUILDER, INC.
276 BLUE SKY PARKWAY
LEXINGTON, KY 40509

EXHIBIT A

VISION ENGINEERING
Environmental, Civil Engineering Consultants, Land Surveying
3399 Tates Creek Road Suite 130, Lexington, KY 40502
Ph.(859)333-8015 - Fax: (859)559-0523
www.visionengr.com

Exhibit B

Legal Description
Flying Ebony Partial Sanitary Sewer
Easement Release

A certain tract of land lying along the west side Flying Ebony Drive, approximately 116 feet northwest of the centerline intersection of said Flying Ebony Drive and Rockminster Drive in the City of Lexington, County of Fayette, Commonwealth of Kentucky and more particularly described as follows:

Commencing at a set 5/8" dia. x 18" rebar with cap stamped "VISION PLS 3674", being the northeast corner of Lot 269 of West Wind Subdivision, Unit 9 as depicted on Plat of record at Plat Cabinet S, Slide 624 of the Fayette County Clerk's records, thence with a reference line for one (1) call:

1. S 81°02'24" W a distance of 20.13 feet to the Point of Beginning; thence with the line of an existing Sanitary Sewer Easement for one (1) call:

2. N 88°056'42" W a distance of 79.89' to a point; thence severing said Easement for one (1) call:

3. S 01°03'18" W a distance of 12.00' to a point on the line of said existing Sanitary Serwer Easement; thence with the line of said Easement for one (1) call:

4. S 88°56'42" E a distance of 80.64' to a point; thence severing said Easement for one (1) call:

5. N 02°32'13" W a distance of 12.02' to the Point of Beginning containing 0.022 acre.

This being a portion of the Sanitary Sewer Easement as depicted on Plat Cabinet N, Slide 721 and being an encumbrance of the parcel conveyed to James T. Nash Builder, Inc. in Deed Book 4143, Page 710 of the Fayette County Clerk's records.


EASEMENT LOCATION
OLD ROSEBUD ROAD
SIR BARTON WAY
I-75
Old Rosebud Rd
Rockmaster Rd
Lucca Pl
Lucca Ct
Pavia Way
Fenton Aly
Calgary
Brian Post Aly
Lady Peppard Pl
Aristocracy Cir
Gallant Aly
Rider Aly
Princess Doreen Dr
Dying Empty Dr
Ashton Way
Flanders Way
Dorothy Way
St Barton Way
Madison Dr
Topaz Aly
Garnet Aly
Silicate Aly
Vaulting Aly
Pure Ria St

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0942-25

File ID:	0942-25	**Type:**	Agenda Item	**Status:**	Agenda Ready
Version:	1	**Contract #:**		**In Control:**	Water Quality
				File Created:	09/29/2025
File Name:	Incentive Grant Bluegrass Area Development District			**Final Action:**	

Title: Authorization to approve an FY26 (Class B Education) Stormwater Quality Projects Incentive Grant for Bluegrass Area Development District, Inc., in the amount of $40,000.00 to implement a year-long public education and involvement campaign focused on stormwater management in the Lexington-Fayette Community. Funds are budgeted. (L0942-25) (Martin/Albright)

Notes: RIO 9/30/2025. MS

Sponsors:		**Enactment Date:**	
Attachments:	Blue Sheet Memo, FY 2026 Bluegrass Area Development District, Inc_Class B Edu - Council Map full, FY26 Class BE Bluegrass Area Development District, Inc_grantee signature	**Enactment Number:**	
Deed #:		**Hearing Date:**	
Drafter:	Christina King/ Frank Mabson	**Effective Date:**	

History of Legislative File

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

Text of Legislative File 0942-25

Title

Authorization to approve an FY26 (Class B Education) Stormwater Quality Projects Incentive Grant for Bluegrass Area Development District, Inc., in the amount of $40,000.00 to implement a year-long public education and involvement campaign focused on stormwater management in the Lexington-Fayette Community. Funds are budgeted. (L0942-25)(Martin/Albright)

Summary

Authorization to approve an FY26 (Class B Education) Stormwater Quality Projects Incentive Grant for Bluegrass Area Development District, Inc., in the amount of $40,000.00 to implement a year-long public education and involvement campaign focused on

stormwater management in the Lexington-Fayette Community. Funds are budgeted.
(L0942-25)(Martin/Albright)
Budgetary Implications [select]: Yes
Advance Document Review:

Law: Yes J. Todd Henning 9/29/25

Risk Management: No

Fully Budgeted [select]: Yes
Account Number:4052-303204-3373-78112
This Fiscal Year Impact: $40,000.00
Annual Impact: $
Project: WQINCENTIVE_26
Activity: WQ_GRANT
Budget Reference:
Current Balance: $3,069,789.13

MAYOR LINDA GORTON

LEXINGTON

CHARLES H. MARTIN, P.E.
DIRECTOR
WATER QUALITY

TO: Mayor Linda Gorton
Urban County Council

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

DATE: September 24, 2025

SUBJECT: Recommendation for an FY26 (Class B Education) Stormwater Quality Projects Incentive Grant for Bluegrass Area Development District, Inc.

Request

The purpose of this memorandum is to request approval of an FY26 (Class B Education) Stormwater Quality Projects Incentive Grant for Bluegrass Area Development District, Inc., in the amount of $40,000.00.

Purpose of Request

The purpose of the project is to implement another year-long public education and involvement campaign focused on stormwater management in the Lexington-Fayette Community. This project has two main parts: a program to empower local residents to improve their water quality and address water quantity on their own property and a comprehensive education program that will focus on the benefits of trees and the value of our neighborhood streams for our youngest Lexington residents.

Project Cost in FY26 and in Future Budget Years

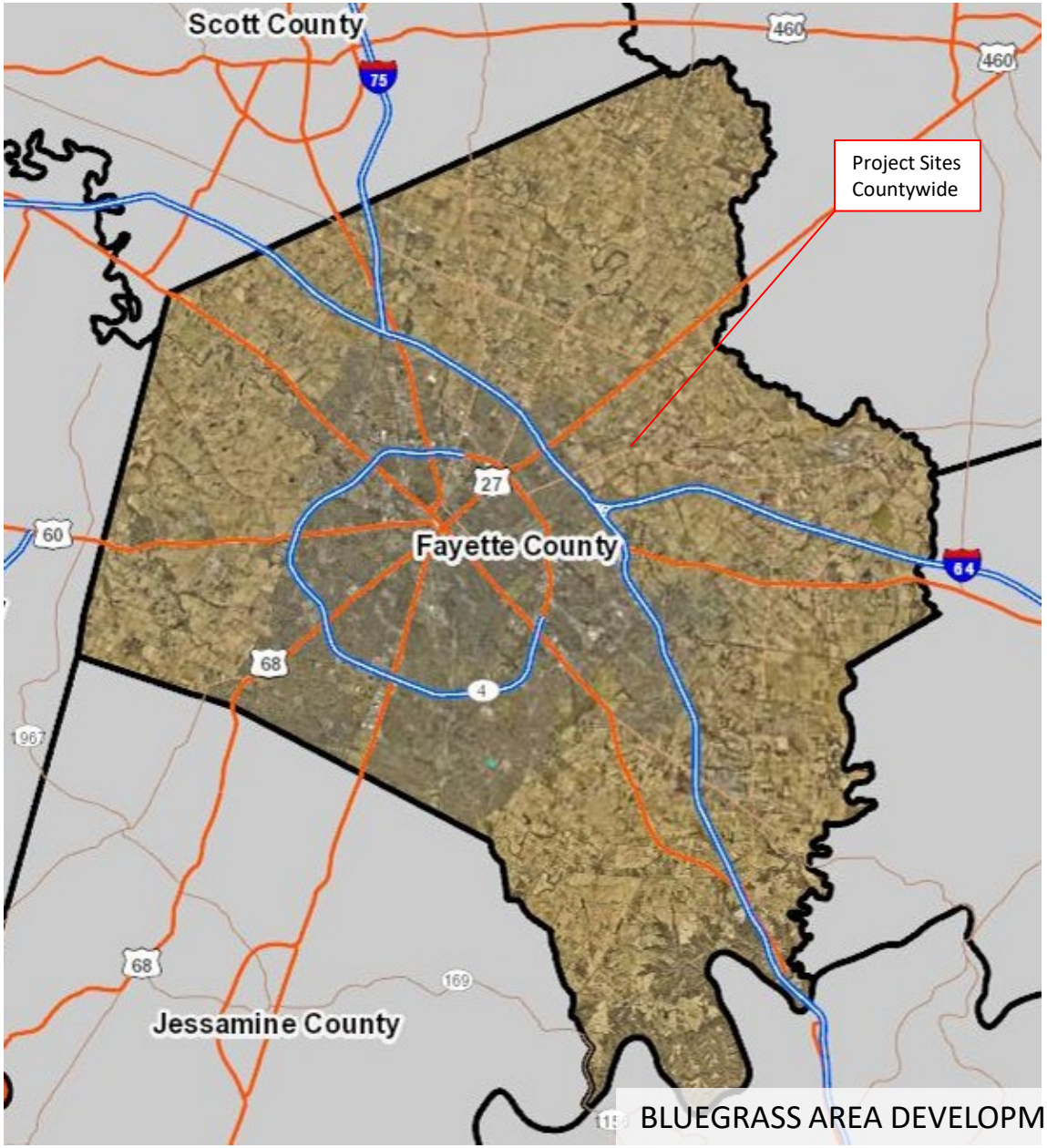
The grant has been approved for FY 2026 funding by the Water Quality Fees Board in the amount of $40,000.00.

Are Funds Budgeted

Funds are budgeted in: 4052 – 303204 – 3373 – 78112 – WQINCENTIVE_26 – WQ_GRANT

Martin/Albright

Stormwater Quality Projects Incentive Grant Program



GRANT AWARD AGREEMENT

Fiscal Year 2026 Class B Education Incentive Grant Program

THIS AGREEMENT, made and entered into on the _____ day of _____, 20___, by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (LFUCG)**, an urban county government of the Commonwealth of Kentucky, pursuant to KRS Chapter 67A (hereinafter "Government"), on behalf of its Division of Water Quality, and **BLUEGRASS AREA DEVELOPMENT DISTRICT, INC., 699 PERIMETER DRIVE, LEXINGTON, KENTUCKY 40517** ((hereinafter "Grantee" and "Property Owner").

W I T N E S S E T H:

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

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

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

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

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

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

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

(1) Government hereby grants the Grantee the sum of **$40,000.00** (hereinafter "the Grant"), for use in implementing the project elements as listed in Attachment A which is incorporated herein by reference as if fully set out herein.

(2) The Grantee shall provide equal opportunity in employment for all qualified persons; prohibit discrimination in employment because of race, color, creed, national origin, sex, age between 40 and 70 or disability; promote equal employment through a positive, continuing program of equal employment; and cause each of its subcontractors to do so. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.

(3) The Grantee agrees to match the Grant above the first $3,000.00, with contributions, labor and other services equal to or greater than 20% of the total project costs.

(4) The Grantee agrees to use the Grant only for the activities set forth in Attachment A.

(5) The Grantee agrees to perform periodic reporting as detailed in Paragraph (6) herein below, and produce a Project Final Report within 30 calendar days of the completion of the project

elements in digital and hard copy following a standardized format to be provided by the Government summarizing all work completed and detailing the total expenditures, grant reimbursements, and match.

(6) The Grant to the Grantee shall be disbursed in the following manner:

(a) The Grantee shall submit at least once every 3 months, if not specified otherwise in Attachment A, a Request for Funds to the Government's Grant Manager designated by the Director of the Division of Water Quality for the project. Each Request for Funds shall include documentation that the Grantee has already expended the requested funds or shall be in a position to expend properly the requested funds within thirty (30) days of receipt of the funds. The Request for Funds shall include full accounting of these eligible grant-related expenses, as listed in Attachment A. Copies of invoices, purchase orders, or receipts showing vendor, date, amount, and items purchased or ordered shall be provided with the Request for Funds. For project specific personnel costs and stipends, documentation of all billed hours shall include copies of employee timesheets, hourly payroll rate, and description of work performed for hours billed.

(b) Each Request for Funds shall be accompanied by a Project Status Report describing the progress of the project to date, including a description and schedule of all activities completed, and hardcopy or electronic copies of materials completed and/or used to date. For educational events, copies of the class rosters or sign-in sheets documenting the number of attendees and evaluation forms shall be provided.

(c) Each Request for Funds shall include documentation of all of the Grantee's Match Costs listed in Attachment A and claimed for the prior period. Each Request for Funds shall include a minimum of 10% cost share. For cash expenditures this shall include receipts, showing vendor paid, date, amount, and items purchased. For donated project specific personnel costs and stipends, documentation of all billed hours shall include copies of employee timesheets, hourly payroll rate, and description of work performed for hours donated. For in-kind volunteer hours this shall include sign-in sheets describing the events with signatures, name, address, time in, time out, for each participant (volunteers must be 12 years of age or older). For mileage, this shall include driver name, type of vehicle, location to and from, date, and total miles driven.

(d) The Government's Grant Manager shall review each Request for Funds and supporting documents for compliance with the terms of this Agreement and the guidelines of the Stormwater Quality Projects Incentive Grant Program. If the Grant Manager finds the Grantee's Request for Funds is in compliance with the terms of this Agreement and the guidelines of the Stormwater Quality Projects Incentive Grant Program and that the activity progress and management program of the Grantee satisfy the terms of the grant award, he or she shall approve the Request for Funds and forward it to the Division of Accounting for payment.

(e) Should the Government's Incentive Grant Program Administrator determine that the Grantee is not in compliance with the terms of this Agreement and/or the Stormwater Quality Projects Incentive Grant Program, including deficiencies in progress and management of the project, the Division of Water Quality shall notify the Mayor's Office and the appropriate district Council person and shall meet with the Grantee on matters that prevent approval of the Request for Funds. Failure to resolve any such matters to the satisfaction of the Government may lead to termination of the Agreement for cause pursuant to Paragraph (11) herein below.

(f) The Government shall release payment of the final 10% of the Grant only after receipt and acceptance of the Project Final Report. The Government's Grant Manager shall review the Project Final Report and provide comments to the Grantee within 15 calendar days or, if acceptable, forward approval to the Division of Accounting for payment.

(7) The Grantee agrees to obtain written approval from the Government's Grant Manager or Program Administrator for any proposed changes to the Project Team or Project Plan as listed in Attachment A prior to implementing the changes. Failure to gain written approval prior to making changes may lead to termination of the Agreement for cause pursuant to Paragraph (11) herein below.

(8) The term of this Agreement shall be from the date of this Agreement until completion of the project outlined herein. The Grantee agrees to complete the project within **12** months. The Grantee agrees to obtain written approval from the Government's Grant Manager and Program Administrator for any time extensions beyond the schedule. Failure to gain written approval prior to making changes may lead to termination of the Agreement for cause pursuant to Paragraph (11) herein below.

(9) The Grantee understands that the Grant shown herein in Paragraph (1) is a not-to-exceed amount, and any additional funding needed to complete the project elements listed in Attachment A is the responsibility of the Grantee. If it becomes apparent to the Grantee or the Government that the Grantee will be unable to complete the project either in the manner or for the amount described in this Agreement, then the Grantee must immediately notify the Government's Grant Manager and Program Administrator by providing a complete and detailed written explanation of its inability to comply with the terms of the Agreement. The Grantee must further provide the Government's Grant Manager and Program Administrator with a complete and detailed written explanation of any proposed changes, and the reasons for those changes.

(10) The Grantee asserts that it is in full compliance with all applicable provisions of the Lexington-Fayette Urban County Government's Code of Ordinances Chapter 5 – Buildings and Building Regulations, Chapter 7 – Finance and Taxation, Chapter 12 – Housing, and Chapter 16 – Sewage, Garbage, Refuse, and Weeds, or in compliance with Kentucky Department of Housing Buildings and Construction rules and requirements as is appropriate for those state institutions, parcels, or buildings which are subject to state regulations and oversight as opposed to local ordinances and regulations. If the Grantee becomes out of compliance with any of these provisions, it will contact the Government's Grant Manager and Program Administrator immediately. Failure to resolve any such matters to the satisfaction of the Government may lead to termination of the Agreement for cause pursuant to Paragraph (11) herein below.

(11) If, through any cause, the Grantee shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if the Grantee shall violate any of the covenants, agreements, or stipulations of this Agreement, including any attachment thereof, the Government shall thereupon have the right to terminate this Agreement by giving written notice to the Grantee of such termination and specifying the effective date thereof, at least five (5) calendar days before the effective date of such termination. In that event, all finished or unfinished documents, receipts, and reports prepared by the Grantee shall, at the option of the Government, become its property and the Grantee shall immediately repay to the Government all monies received pursuant to this Agreement less any amount representing just and equitable compensation for the Government's share of any satisfactory work completed pursuant to the Agreement.

(12) This Agreement may not be modified except by written agreement of the Government and the Grantee.

(13) The Grantee agrees to comply with all applicable local, state, and federal rules, regulations, ordinances, and laws in implementation of the project.

(14) The Grantee agrees to allow the Government access to perform monitoring of the project elements for compliance with this Agreement.

(15) In any written or oral communications, the Grantee agrees to identify the Lexington-Fayette Urban County Government as the source of the above referenced funds; the Grantee shall not specifically identify any individual or elected official as being responsible for the funds donated by the Government.

(16) The Grantee agrees to allow the Government to publicize the Grantee's project through the Government's website and other media.

(17) The Grantee agrees to reference the Lexington-Fayette Urban County Government's Water Quality Management Fee and the Stormwater Quality Projects Incentive Grant Program as a source of funding for the project on any permanent signage or educational brochures, presentations, websites, etc. produced using grant monies.

(18) For any project which includes the installation of permanent capital infrastructure listed in Attachment A, the Grantee agrees that the Government is authorized to erect and maintain permanent signage at the location of the permanent capital infrastructure, referencing the Water Quality Management Fee and the Stormwater Quality Projects Incentive Grant Program as a source of funding for such permanent capital infrastructure. In the event that permanent signage is installed by the Government, such signage shall not be removed except upon written approval by the Government. Provided, however, that nothing herein shall require the installation of signage by the Government nor prohibit the Government from removing any signage so installed.

(19) The Grantee agrees to prepare class rosters or sign-in sheets and provide evaluation forms to the attendees for any educational event funded by the Grant.

(20) Equipment purchased or stormwater control facilities constructed by the Grantee with the Grant for use on this project will remain in service and maintained by the Grantee or its members for at least the Service Life listed in the Inspection, Operation, and Maintenance Plan developed for each facility, and per the terms listed in Attachment A. Equipment purchased by the Grantee with the Grant for use on this project will remain the property of the Grantee unless otherwise noted in Attachment A. For capital infrastructure, the Grantee further accepts and agrees to enter into the "Agreement to Maintain Stormwater Control Facilities Funded by an LFUCG Class B Stormwater Quality Projects Education Incentive Grant" attached hereto as Attachment B and which is incorporated herein by reference as if fully set out herein.

(21) The Government assumes no responsibility whatsoever in the Grantee's project activities. Grantee shall, to the extent allowed by law, defend, indemnify, and hold harmless Government from and against all liability, claims, losses, actions, costs, expenses, obligations, fines, and assessments of whatever kind, including defense costs and attorney's fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, in whole or in part, from or by Grantee's or its contractor(s), agents, or assigns, negligent acts or misconduct, or errors or omissions, in connection with the activities carried out pursuant to this Agreement, the Grant award, or the Stormwater Quality Projects Incentive Grant Program.

(22) The Grantee is solely responsible for assuring that adequate and appropriate insurance or other necessary coverage is maintained during the term of this Agreement.

(23) The Grantee's sole remedy for a breach of this Agreement by the Government shall be limited to the amount of the Grant.

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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

BY: _____

LINDA GORTON, MAYOR

ATTEST:

CLERK, URBAN COUNTY COUNCIL

GRANTEE ORGANIZATION: **BLUEGRASS AREA DEVELOPMENT DISTRICT, INC.**
699 PERIMETER DRIVE
LEXINGTON, KENTUCKY 40517

BY: D H Duttlinger

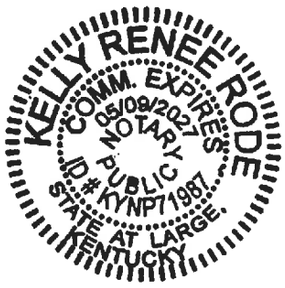
NAME: David Duttlinger

TITLE: Executive Director

The foregoing Agreement was subscribed, sworn to and acknowledged before me by David Duttlinger, as the duly authorized representative for and on behalf of Bluegrass Area Development District, on this the 24 day of September, 2025.

My commission expires: 5-9-2027.

Kelly Rode
NOTARY PUBLIC



ATTACHMENT A
to the GRANT AWARD AGREEMENT
between Lexington-Fayette Urban County Government (LFUCG) and
Bluegrass Area Development District, Inc.

GRANT PROGRAM

2026 Stormwater Quality Projects Incentive Grant Program
Class B Education Projects

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

PROJECT TEAM AND CONTACT INFORMATION

Grantee Organization:	Bluegrass Area Development District, Inc. 699 Perimeter Drive Lexington, KY 40517 KY Organization #0004564
Property Owner(s):	Bluegrass Area Development District, Inc. 699 Perimeter Drive Lexington, KY 40517
Primary Project Contact & Project Manager:	Amy Sohner Bluegrass Greensource 859-321-2034 (phone) amy@bggreensource.org (email)
Secondary Project Contact & Project Manager:	Logan Hart 859-269-8021 (phone) Lhart@bgadd.org (email)
Project Partners and Team Members:	Bluegrass Greensource, Inc. Pattie Stivender, Program Director Rachel Patton, Education Director Ali Johnson, Community Outreach Coordinator Rachel Skinner, Buseinss Outreach Coordinator

PROJECT PLAN ELEMENTS

The purpose of this grant is to implement another year-long public education and involvement campaign focused on stormwater management in the Lexington-Fayette Community.

This project has two (2) main parts: a program to empower local residents to improve their water quality and address water quantity on their own property and a comprehensive education program that will focus on the benefits of trees and the value of our neighborhood streams for our youngest Lexington residents.

The program elements include:

1) Rain Barrel Workshop: This program will provide four (4) rain barrel workshops where attendees will learn how water that runs off of their property can affect water quality and quantity. The program will allow 80 participants to make and take home their very own rain barrel.

2) Public and Classroom Education: The *Creek Days Program* will allow Bluegrass Greensource to work alongside elementary, middle, and high schools in Fayette County to organize full-day, water-quality, hands-on learning experiences for students and teachers. BGGS will lead *Creek Days*, inviting other local experts to participate by sharing activities and expertise. Students will spend their whole day focused on *water quality*, by participating in classroom and outdoor activities. Bluegrass Greensource will organize spring and fall *Creek Days* for interested schools, many of which have access to a creek on or near their grounds. Alongside

teachers and other local experts, Bluegrass Greensource will lead students in a creek walk, macroinvertebrate survey, and water testing.

The *Family Engagement Events* will encourage conversations about water quality, the benefits of riparian buffers, and the aquatic habitat our waterways support. These events will take place where students and parents connect such as at schools and libraries.

Tree Week Programing (Tree Day) will offer classes and multiple place-based learning experiences focused on urban trees and their roles in the environment, particularly in controlling stormwater runoff.

Junior Nature Explorers (JNE) will work with 25 preschool classes, which will each receive three (3) lessons that guide students in exploration and play around *water*.

All lessons will originate or be adapted from the early childhood modules of *Project WILD*, and similar curricula. Lessons will be experiential, incorporating indoor and outdoor learning, and will provide opportunities for hands-on experiences with the natural world and *local waterways*.

TARGET AUDIENCE

Homeowners – The *Empower Program* will be geared toward homeowners and will be promoted through neighborhood associations, social media, and Lexington Council members. The four rain barrel workshops will allow for 80 participants, for a total of 80 rain barrels made.

Students – The student-focused programs will target preK-12th grade students throughout Lexington schools.

This proposal anticipates working with a total of 1,200 K-12 students through full-day "Creek Days" at schools with direct or walkable access to local streams To prepare the students for the Creek Day, a pre-lesson will be provided on the concepts of watersheds and water quality before they get to the creek, causing the total engagements to be 2,400 for Creek Day.

The five (5) Family Engagement Events will reach 300 people including parents, caregivers and students. The total for all five events is 1,500 people.

Tree Day targets older students (4th grade and up) and is intended to have at least three (3) sequential activities per classroom with a whole grade level targeted. We anticipate 1,200 total interactions in five (5) schools. A total of 400 individual students would be reached.

The Junior Nature Explorers program will focus on Lexington preschools and aims to work with a total of 25 preschool classes, for a total of 1,125 direct interactions. In addition to direct contact with students, information about the program and what the students learned will be sent home to increase the audience size to include their families.

The total number of individuals reached through this program is 3,555, and because of multiple lessons taught as part of some of the programs, there will be a total of 6,305 interactions through this program.

PROJECT SUSTAINABILITY

1) ***Long-term Component for Ongoing Education and Involvement:*** Bluegrass Greensource's mission is to empower the Bluegrass to make small behavior changes that will result in a big, positive impact on our local environment. The work created and executed during the proposed project will help to increase Greensource's capacity and set it up to continue broader *water quality* education in the long term.

   To encourage sustainability, the *Rain Barrel Program* will include a maintenance sheet to confirm that participants understand how to install and maintain their rain barrels. The maintenance education also reinforces proper installation and continued use.
   The education programs will include Greensource educators modeling best practices in environmental education in authentic contexts so teachers will feel more comfortable and confident implementing similar lessons and activities beyond the grant's end.

2) ***Personnel for Long-Term Implementation:*** This year, Bluegrass Greensource will celebrate its 21st anniversary as the state's premier environmental education organization. With many of its staff boasting more than 10 years with the organization, it has proven its ability to implement *water quality* programming on a long-term basis.

3) ***Ongoing Sources of Funding for Future Program Implementation beyond the Grant Period:*** For 20 years, Bluegrass Greensource has relied on grants and contracts to fulfill its mission, including its *water quality* education goals. Bluegrass Greensource currently works on grants and contracts to provide all three aspects of this program for communities outside of Lexington and will continue to search for funding to provide these opportunities in Fayette County.

PROJECT SUCCESS MEASURES

1) The goals of the incentive program are to improve *water quality,* reduce stormwater runoff, and educate citizens about local stormwater and *water quality* issues. The majority of our proposed program will assist with the education part of the goal; however, the rain barrel programs will directly address both *water quality* and quantity as well.

2) The success of the Rain Barrel Program will be measured by the 55 gallons of stormwater that does not enter the storm drain system after rain events for each of the 80 rain barrels installed (a total of 4,400 gallons).

3) The public education interactions are expected to reach approximately 3,555 individuals with 6,305 interactions.

4) The Junior Nature Explorers, Tree Week, and Creek Days programs will include teacher and student evaluations and testimonies to assess the strength and effectiveness of the water education program. Bluegrass Greensource expects to see an increase in student growth/understanding in at least 70% of participating students.

5) Bluegrass Greensource will follow the North American Association of Environmental Education (NAAEE) Guidelines for Excellence for Nonformal Environmental Education for all program development.

REPORTING REQUIREMENTS

In addition to the reporting requirements outlined in the Grant Award Agreement, the following are examples of special items that could also be required depending on the project:

1) All handouts and educational materials shall be provided to the LFUCG Grant Manager in hard copy and electronic (PDF) format with Requests for Funds & Project Status Reports and/or the Project Final Report.

2) Photographs and records documenting events, programs, training, workshops, et cetera shall be provided to the LFUCG Grant Manager in electronic format with the Project Final Report.

3) Sign-in sheets for Professional Development events shall be maintained and provided to the LFUCG Grant Manager upon request. Participation attendance counts shall be maintained and provided to the LFUCG Grant Manager, with reporting for all other events.

4) Materials associated with printed teacher lesson plans and best practices for implementation within their classrooms from the field trips or other facilitated educational programs shall be provided to the LFUCG Grant Manager in hard copy and electronic (PDF) format with Requests for Funds & Project Status Reports and / or the Project Final Report.

5) Copies of program evaluations collected in association with the facilitated educational programs, outreach programs, public participation, Water Walk, and field trips shall be provided to the LFUCG Grant Manager in hard copy or electronic (PDF) format with the Project Final Report.

6) All evaluations, especially those listed under the Project Success Measures, shall be provided to the LFUCG Grant Manager with Requests for Funds & Project Status Reports and / or the Project Final Report.

7) All attachments to Requests for Funds & Project Status Reports shall reference the associated line from Table 2 – Eligible Expenses.

ADDITIONAL STIPULATIONS

In addition to the reporting requirements outlined in the Grant Award Agreement, the following special items are noted for this project:

1) Applicant shall obtain written approval/agreement prior to work being done on properties not owned by the Applicant.
2) Both electronic and hard copies of all materials are to be provided to LFUCG, for its use, as part of the grant deliverables including before, during, and after photos of the mini-grant activities.
3) Applicant shall specify educational and promotional materials that are water quality related or that will include water quality messaging (i.e. brochures, bookmarks, cards and so forth).
4) Applicant shall provide rate of pay records for personnel listed in the project budget to the Division of Water Quality prior to the drafting of the Grant Award Agreement.
5) Applicant to provide student/teacher evaluations as part of the Project Final Report.
6) Organization proposes a larger cost share beyond that required by the grant program. Budget shall reflect the 23.3%cost share offered in the application (approximately $11,261.00).

EQUIPMENT

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

PERMANENT FACILITIES / INFRASTRUCTURE

Monitoring: The Organization agrees to allow LFUCG staff access to the property to monitor the installed features for compliance with this agreement.

GRANT PERIOD & PROJECT SCHEDULE

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

TABLE 1 – PRELIMINARY PROJECT SCHEDULE

	Activity	Schedule
Grant Award Agreement	Approval of Grant Award Agreement and Notice To Proceed (NTP)	Anticipate February 2026
Rain Barrel Workshops	Planning and Promotion	February 2026 - April 2026 June 2026 - July 2026
	2 Workshops each season	May 2026 and August 2026
Jr. Nature Explorers	Identify 25 preschool classes	February 2026– April 2026
	Begin a series of 3 lessons for each class	March 2026
	All 25 classes have finished the program	May 2026
Creek Days	Identify schools to work with	February 2026 – April 2026
	First round of Education	April 2026 – May 2026
	Second Round of Education	September 2026 – October 2026
Family Engagement Events	First three events	April 2026 – May 2026
	Final Events	September 2026 – October 2026
Tree Days Program	Identify schools to work with	August 2026 – September 2026
	Tree Week activities	October 2026
Grant Closeout	Final Report	30 Days after Grant Closes

PROJECT BUDGET – GRANT ELIGIBLE EXPENSES & ORGANIZATION COST SHARE

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

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

The Grant is a not-to-exceed amount, and any cost overruns are the responsibility of the Grantee. Donated professional service hours shall be valued at the Median Hourly Wage for the service provided as published by the U.S. Department of Labor, Bureau of Labor Statistics, State Occupational Employment and Wage Estimates for Kentucky (current website: http://www.bls.gov/oes/current/oes_ky.htm).

TABLE 2 - ELIGIBLE EXPENSES

	Activities	Type of Expense	Participants	Item	Unit Price		Quantity	Funded by Organization	Funded by Grant	Total Expense
1	**Project Element: Lexington Empowerment: Rain Barrels**									
2	Workshop planning/promotion/production	Personnel Hours	BGGS Staff	Staff time	$ 32.00	hourly	80	$ -	$ 2,560.00	$ 2,560.00
3	Paid promotion	Promotion	BGGS Staff	social media	$ 20.00	per boost	4	$ -	$ 80.00	$ 80.00
4	Rain Barrel Supplies	Supplies	BGGS Staff	barrel, downspout, spigot, overflow	$ 50.00	parts/barrel	82	$ 1,600.00	$ 2,500.00	$ 4,100.00
5	Other supplies and printing	Supplies	Attendees	snacks, plants for giveaways	$ 25.00		4	$ -	$ 100.00	$ 100.00
6	Participants	Personnel Hours	Homeowners	Attendees	$ 15.00	hourly	160	$ 2,400.00	$ -	$ 2,400.00
7	**Project Element: Junior Nature Explorer**									
8	Plan, Develop and Execute Classroom Activities for 25 classes (3 lessons each)	Personnel Hours	BGGS Staff	Staff Time	$ 32.00	hourly	290	$ -	$ 9,280.00	$ 9,280.00
9	Classroom Supervision	Personnel Hours	Classroom teachers	Preschool/classroom teachers based on current rate from Salary.com	$ 43.19	hourly	50	$ 2,159.50	$ -	$ 2,159.50
10	Classroom Supplies	Supplies	Fayette Co Students	Resource Library materials	$ 45.00	Per Activity	40	$ 30.00	$ -	$ 30.00
11	Supplies	Supplies	Fayette Co Students	Supplies based on 75 activities	$ 5.00	Per Activity	75	$ -	$ 375.00	$ 375.00
12	Travel to schools	Mileage	BGGS Staff	Mileage	$ 0.50	Per mile	600	$ -	$ 300.00	$ 300.00
13	**Project Element: Tree Days / Stormwater Education (Based on 20 classes)**									
14	Development, Organization, Implementation and Promotion of 5 Tree Days	Personnel Hours	BGGS Staff	Staff Time	$ 32.00	hourly	150	$ -	$ 4,800.00	$ 4,800.00
15	Teacher Supervision for each Tree Day	Personnel Hours	Fayette Co Teachers	Current hrly rate for public school teachers	$ 43.19	hourly	35	$ 1,511.50	$ -	$ 1,511.50
16	Supplies	Supplies	Fayette Co Students	Materials for classroom education	$ 40.00	per school	5	$ -	$ 200.00	$ 200.00
17	Travel to schools	Mileage	BGGS Staff	Travel	$ 0.50	per mile	246	$ -	$ 123.00	$ 123.00
18	**Project Element: Creek Days (based on 10 creek days)**									
19	Development, promotion, Organization and execution of 10 Creek Days	Personnel Hours	BGGS Staff	Staff Time	$ 32.00	hourly	245	$ -	$ 7,840.00	$ 7,840.00
20	Busses	Transportation	Fayette Co Students	travel	$ 150.00	per school	6	$ 900.00	$ -	$ 900.00
21	Creek Day Family Engagement Event 5 events	Personnel Hours	BGGS Staff	Staff Time	$ 32.00	hourly	50	$ -	$ 1,600.00	$ 1,600.00
22	Pre Lessons (1 per class)	Personnel Hours	BGGS Staff	Staff Time	$ 32.00	hourly	100	$ -	$ 3,200.00	$ 3,200.00
23	Teacher Supervision for each Creek Day and teacher led pre lessons	Personnel Hours	Fayette Co Teachers	Current hrly rate for public school teachers	$ 43.20	hourly	50	$ 2,160.00	$ -	$ 2,160.00
24	Supplies for Creek Days	Supplies	Students	Supplies based on 10 Creek days	$ 25.00	Per day	10	$ -	$ 250.00	$ 250.00
25	Supply Rental - use of boots, nets, chemical tests, macro ID tools	Supplies	Students	Creek Day Materials	$ 50.00	per day	10	$ 500.00	$ -	$ 500.00
26	Travel to schools	Mileage	BGGS Staff	Travel	$ 0.50	per mile	250	$ -	$ 125.00	$ 125.00
27	**Project Element: Miscellaneous**									
28	Contingency			20% of direct costs	$ 6,667.00		1	$ -	$ 6,667.00	$ 6,667.00
29						*TOTAL PROJECT BUDGET:*		$ 11,261.00	$ 40,000.00	$ 51,261.00
30								ORGANIZATION	GRANT	
31				MATCH % AFTER FIRST $3000=		23.33% OK		SHARE	SHARE	
32				MUST BE > 20%				23.33%	73.76%	

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0943-25

File ID:	0943-25	**Type:**	Agenda Item	**Status:**	Agenda Ready
Version:	1	**Contract #:**		**In Control:**	Urban County Council
				File Created:	09/29/2025
File Name:	Authorization to enter into an agreement with CivicPlus/ Municode for Ordinance publication			**Final Action:**	

Title: Authorization to enter into an agreement with CivicPlus/ Municode Publishing for ordinance codification and online publishing. The initial cost is $10,177.50 for the first 12-month term, with automatic 1-year renewals. Funds are budgeted. (L0943-25) (Allan/Hamilton)

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	Civicplus bluesheet MEMO, Lexington Fayette County KY Municode agreement 08252025 (004)	**Enactment Number:**	
Deed #:		**Hearing Date:**	
Drafter:		**Effective Date:**	

History of Legislative File

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

Text of Legislative File 0943-25

Title

Authorization to enter into an agreement with CivicPlus/ Municode Publishing for ordinance codification and online publishing. The initial cost is $10,177.50 for the first 12-month term, with automatic 1-year renewals. Funds are budgeted. (L0943-25) (Allan/Hamilton)

Summary

Request Council authorization to enter into an agreement with CivicPlus/ Municode Publishing for ordinance codification and online publishing. The initial cost is $10,177.50 for the first 12-month term, which begins at the signing of the agreement. The cost for future fiscal years is $13,570.00, with an automatic 1-year renewal term and a 5% uplift to be applied in year 3. Funds are budgeted.

Budgetary Implications [select]: Yes

Advance Document Review:

Law: { Select Yes/No, Completed by [Gabriel Thatcher, 4/25/2025]}
Risk Management: {Select Yes/No, Completed by [Official, Date]}
Fully Budgeted [select]: Yes/No/Partial
Account Number: 1101 123001 0001 75101
This Fiscal Year Impact: $ 10,177.50 for the initial term, which is 12 months beginning at the signing.
Annual Impact: $ 13,570.00 automatic 1 year renewal term, with a 5% uplift to be applied in year 3.
Project:
Activity:
Budget Reference:
Current Balance: $22,801.06

MAYOR LINDA GORTON

LEXINGTON

SALLY HAMILTON
CHIEF ADMINISTRATIVE OFFICER

TO: Mayor Gorton and the Urban County Council

FROM: Abigail Allan, Council Clerk

CC: Sally Hamilton

DATE: 9/29/2025

SUBJECT: Online Ordinance Codification and Publishing

Request:

Authorization to enter into an agreement with CivicPlus/ Municode Publishing for ordinance codification and online publishing.

Why are you requesting?

Our current provider's rates have increased and services have been inconsistent. CivicPlus pricing is stable, predictable and through negotiations we have been able to secure our preferred legal editor.

Department needs this action completed because:

The ordinances passed by Council must be codified, published and made available online for the public.

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

The cost for this FY is: $10,177.50 for the initial term, which is 12 months beginning at the signing.

The cost for future FY is: $13,570.00 automatic 1 year renewal term, unless a 60 -day notice prior to the renewal date is provided. There is a 5% uplift to be applied in year 3.

Are the funds budgeted? yes

Account number: 1101 123001 0001 75101

File Number: 0943-25

Director/Commissioner: Allan/Hamilton

CivicPlus
302 South 4th St. Suite 500
Manhattan, KS 66502
US

Statement of Work

Quote #: Q-98298-1
Date: 4/15/2025 8:09 AM
Expires On: 9/30/2025

Client:
Lexington-Fayette Urban County, KY

Bill To:
LEXINGTON-FAYETTE URBAN COUNTY, KENTUCKY

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Krystal Hays		khays@civicplus.com		Net 30

Group1

QTY	PRODUCT NAME	DESCRIPTION	12 Month Value
1.00	Republication	Republication (per page) of Charter and Code of Ordinances through 1/23/25; 3 printed copies with tabs	USD 0.00
3.00	Municode Codification Tabs	Municode Codification Tabs	USD 0.00
1.00	Full-Service Supplementation Subscription	Full-Service Supplementation Subscription - Charter and Code of Ordinances	USD 6,500.00
1.00	Municode Codification Year 1 Annual Fee Discount	Year 1 Annual Fee Discount	USD -1,625.00
1.00	Full-Service Supplementation Plus Subscription	Full-Service Supplementation Plus Subscription - Charter and Code of Ordinances	USD 0.00
1.00	Online Code Hosting Premium Bundle	Online Code Hosting Premium Bundle: Custom Banner, CodeBank, CodeBank Compare + eNotify, OrdBank and MuniPro - Charter and Code of Ordinances	USD 1,375.00
1.00	Municode Codification Year 1 Annual Fee Discount	Year 1 Annual Fee Discount	USD -343.75
1.00	Tri-Annual Print Supplementation Service Included	Print Supplementation will begin with the ordinances received from the municipality on a tri-annual basis. - Charter and Code of Ordinances	USD 0.00
3.00	Printed Copies and Freight Included – up to [#] copies	Printed Copies and Freight Included - up to 3 copies - Charter and Code of Ordinances	USD 0.00

QTY	PRODUCT NAME	DESCRIPTION	12 Month Value
1.00	Monthly Electronic Supplementation Service Included	Online Supplementation will begin with the ordinances received on a monthly basis. Charter and Code of Ordinances	USD 0.00
1.00	Republication	Republication (per page) of Zoning through 1/23/25 as a separate publication; 3 printed copies with tabs	USD 0.00
3.00	Municode Codification Tabs	Municode Codification Tabs	USD 0.00
1.00	Online Code Hosting Premium Bundle	Online Code Hosting Premium Bundle: Custom Banner, CodeBank, CodeBank Compare + eNotify, OrdBank and MuniPro - Zoning	USD 1,195.00
1.00	Municode Codification Year 1 Annual Fee Discount	Year 1 Annual Fee Discount	USD -298.75
1.00	Full-Service Supplementation Subscription	Full-Service Supplementation Subscription - Zoning	USD 4,500.00
1.00	Municode Codification Year 1 Annual Fee Discount	Year 1 Annual Fee Discount	USD -1,125.00
1.00	Full-Service Supplementation Plus Subscription	Full-Service Supplementation Plus Subscription - Zoning	USD 0.00
1.00	Monthly Electronic Supplementation Service Included	Online Supplementation will begin with the ordinances received on a monthly basis. - Zoning	USD 0.00
1.00	Tri-Annual Print Supplementation Service Included	Print Supplementation will begin with the ordinances received from the municipality on a tri-annual basis. - Zoning	USD 0.00
3.00	Printed Copies and Freight Included – up to [#] copies	Printed Copies and Freight Included - up to 3 copies - Zoning	USD 0.00

~~List Price - Initial Term Total~~	~~USD 14,150.00~~
Total Investment - Initial Term	USD 10,177.50
Annual Recurring Services (Subject to Uplift)	USD 13,570.00

Initial Term	12 Months Beginning at Signing
Initial Term Invoice Schedule	100% invoiced three months from signing. Additional fees will be invoiced seperately upon completion of implementation.
Renewal Procedure	Automatic 1 year renewal term, unless 60 days notice provided prior to renewal date
Annual Uplift	5% to be applied in year 3

This Statement of Work ("SOW") shall be subject to the terms and conditions of the CivicPlus Master Services Agreement and the applicable Solution and Services terms and conditions located at https://www.civicplus.help/hc/en-us/p/legal-stuff (collectively, the "Binding Terms"), By signing this SOW, Client expressly agrees to the terms and conditions of the Binding Terms throughout the term of this SOW.

Please note that this document is a SOW and not an invoice. Upon signing and submitting this SOW, Client will receive the applicable invoice according to the terms of the invoicing schedule outlined herein.

Client may issue purchase orders for its internal, administrative use only, and not to impose any contractual terms. Any terms contained in any such purchase orders issued by the Client are considered null and will not alter the Binding Terms, the Agreement or this SOW.

Acceptance of Quote # Q-98298-1

The undersigned has read and agrees to the Binding Terms, which are incorporated into this SOW, and have caused this SOW to be executed as of the date signed by the Customer which will be the Effective Date:

For CivicPlus Billing Information, please visit https://www.civicplus.com/verify/

Authorized Client Signature	CivicPlus
By (please sign):	By (please sign):
_____	_____
Printed Name:	Printed Name:
_____	_____
Title:	Title:
_____	_____
Date:	Date:
_____	_____

Organization Legal Name:

_____
Billing Contact:

_____
Title:

_____
Billing Phone Number:

_____
Billing Email:

_____
Billing Address:

_____

_____
Mailing Address: (If different from above)

_____

_____
PO Number: (Info needed on Invoice (PO or Job#) if required)

_____

Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0945-25

File ID:	0945-25	**Type:** Agenda Item	**Status:** Agenda Ready
Version:	1	**Contract #:**	**In Control:** Human Resources
			File Created: 09/29/2025
File Name:	26-0020- Abolish/Create- Parks and Recreation		**Final Action:**

Title: Authorization to abolish one (1) unclassified position of Recreation Manager Sr. (Grade 522E) and create one (1) classified position of Recreation Manager Sr. (Grade 522E), in the Division of Parks and Recreation, effective upon passage of Council. The fiscal impact is budget-neutral. (L0945-25)(George/Hamilton)

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	Bluesheet Memo 26-0020, From to 26-0020, HR Fiscal Impact- 26-0020	**Enactment Number:**	
Deed #:		**Hearing Date:**	
Drafter:	Alana Morton	**Effective Date:**	

History of Legislative File

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

Text of Legislative File 0945-25

Title

Authorization to abolish one (1) unclassified position of Recreation Manager Sr. (Grade 522E) and create one (1) classified position of Recreation Manager Sr. (Grade 522E), in the Division of Parks and Recreation, effective upon passage of Council. The fiscal impact is budget-neutral. (L0945-25)(George/Hamilton)

Summary

Authorization to abolish one (1) unclassified position of Recreation Manager Sr. (Grade 522E) and create one (1) classified position of Recreation Manager Sr. (Grade 522E), in the Division of Parks and Recreation, effective upon passage of Council. The fiscal impact is budget-neutral. (L0945-25)(George/Hamilton)

Budgetary Implications [select]: NO

Advance Document Review:

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

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

Fully Budgeted [select]: Yes/No/Partial

Account Number:

This Fiscal Year Impact: $

Annual Impact: $

Project:

Activity:

Budget Reference:

Current Balance:

MAYOR LINDA GORTON

LEXINGTON

GLENDA HUMPHREY GEORGE
DIRECTOR
HUMAN RESOURCES

MEMORANDUM

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

FROM: _____
Glenda Humphrey George, Director
Division of Human Resources

DATE: September 25, 2025

SUBJECT: Abolish/Create position – Division of Parks and Recreation

Request:
The attached action is requesting authorization to abolish one (1) unclassified position of Recreation Manager Sr. (Grade 522E) and create one (1) classified position of Recreation Manager Sr. (Grade 522E), in the Division of Parks and Recreation, effective upon passage of Council.

Why are you requesting:
The purpose of changing this position from Unclassified to Classified is to help attract the best candidate for the position and affirm the importance of the position in the organization.

What is the cost in this budget year and future budget year?
This request is budget neutral.

Position Title	Annual Salary Before	Annual Salary After	Annual Increase/Decrease
Recreation Manager Sr.	$68,151.20	$0	($68,151.20)
Recreation Manager Sr.	$0	$68,151.20	$68,151.20
Total Annual Impact/ Salary and Benefits $0			

File Number: 0945-25

Director/Commissioner: Glenda Humphrey George/Sally Hamilton
If you have questions or need additional information, please contact Alana Morton at (859) 258-3037.

Lexington-Fayette Urban County Government

Changes in Authorized Positions

Date: 4/7/25

Unclassified Civil Service

Changes From:

Div. Line #	No. Pos.	Class Code	Pay Grade	Position Title	Prog. #	Employee Name	Salary		Div. Line #	No. Pos.	Class Code	Pay Grade	Position Title	Prog. #	Employee Name
Division of Parks and Recreation (760)									**Division of Parks and Recreation (760)**						
760.021	1	809	522E	Recreation Manager Sr.	-----	-----	-----		-----	-----	-----	-----	-----	-----	-----

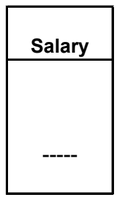
Changes To:

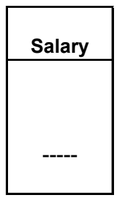
Classified Civil Service

Changes From:

Div. Line #	No. Pos.	Class Code	Pay Grade	Position Title	Prog. #	Employee Name	Salary		Div. Line #	No. Pos.	Class Code	Pay Grade	Position Title	Prog. #	Employee Name
Division of Parks and Recreation (760)									**Division of Parks and Recreation (760)**						
760.052	7	809	522E	Recreation Manager Sr.	-----	-----	-----		760.052	8	809	522E	Recreation Manager Sr.	-----	-----

Changes To:


Salary


Salary

Bluesheet 26-0020

Division of Parks and Recreation

Description		1 or -1	Hour Rate	*63122* Base Comp	*63511* Benefits Cost 19.71% Pension	*63615* Other Fringe	*63621* 6.20% FICA	*63622* 0.044% Unemp	*63624* 1.45% Medicare	Employee Total Cost
Recreation Manager Sr. (522E)	Abolish	-1.00	32.765	($68,151.20)	($13,432.60)	($5,528.88)	($4,490.04)	($29.99)	($1,050.09)	($92,682.80)
Recreation Manager Sr. (522E)	Create	1.00	32.765	$68,151.20	$13,432.60	$5,528.88	$4,490.04	$29.99	$1,050.09	$92,682.80
Pay Periods				$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00

Annual Cost: $0.00

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

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0946-25

File ID:	0946-25	**Type:**	Agenda Item	**Status:**	Agenda Ready
Version:	1	**Contract #:**		**In Control:**	Human Resources
				File Created:	09/29/2025
File Name:	26-0021 - Anthem Administrative Agreement			**Final Action:**	

Title: Authorization to execute a renewal agreement with Anthem Health Plans of Kentucky, Inc. for administrative services, rates, and fees within the agreement for the period beginning January 1, 2026 through December 31, 2026. Funds are budgeted. (L0946-25)(George/Hamilton)

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	Bluesheet Memo 26-0021, Anthem Renewal Packet 2026	**Enactment Number:**	
Deed #:		**Hearing Date:**	
Drafter:	Alana Morton	**Effective Date:**	

History of Legislative File

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

Text of Legislative File 0946-25

Title

Authorization to execute a renewal agreement with Anthem Health Plans of Kentucky, Inc. for administrative services, rates, and fees within the agreement for the period beginning January 1, 2026 through December 31, 2026. Funds are budgeted. (L0946-25) (George/Hamilton)

Summary

Authorization to execute a renewal agreement with Anthem Health Plans of Kentucky, Inc. for administrative services, rates, and fees within the agreement for the period beginning January 1, 2026 through December 31, 2026. Funds are budgeted. (L0946-25) (George/Hamilton)

Budgetary Implications [select]: Yes

Advance Document Review:

Law: Yes, Completed by Gabriel Thatcher, September 30, 2025

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

Fully Budgeted [select]: Yes/No/Partial

Account Number:

This Fiscal Year Impact: $

Annual Impact: $

Project:

Activity:

Budget Reference:

Current Balance:

MAYOR LINDA GORTON

LEXINGTON

GLENDA HUMPHREY GEORGE
DIRECTOR
HUMAN RESOURCES

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

FROM: _____
Glenda Humphrey George, Director
Division of Human Resources

DATE: September 24, 2025

RE: **Administrative Services Renewal – Anthem BlueCross BlueShield**

Request:
The attached action authorizes the Mayor to execute a renewal agreement with Anthem Health Plans of Kentucky, Inc. for administrative services, rates and fees within the agreement for the period beginning January 1, 2026 through December 31, 2026.

What is the cost in the budget year and future budget year?
Funds are budgeted for this action from the division's medical and health insurance account 6002-160504-1841-63612.

File Number: 0946-25

Director/Commissioner:
Glenda Humphrey George/Sally Hamilton

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

COBRA Fees

Lexington Fayette Urban County Government

Contract Period: 01/01/2026 – 12/31/2026

	COBRA Fee
1,000 – 5,000 Eligible Employees*	$14.67 per continuant per month

* Eligible employee counts will be confirmed quarterly.
** Billed amount is based on total # of benefit eligible employees.

The following services are included in our standard Anthem COBRA offering:

- Reliable notifications and tracking
- Monthly beneficiary collection invoices
- Billing and collection of COBRA premiums
- Premium disbursement to employer
- Payment via ACH direct debit
- Toll-free participant customer service support
- 24-hour access to account information via Web
- Toll-free employer customer service support
- Real-time online management reporting
- COBRA eligibility reporting
- Imaged documentation of COBRA notifications sent
- Monitor regulations and implement new federal COBRA requirements as necessary
- Manual Election Processing
- Insignificant Premium Shortfall Notice
- The cost for standard programming in Anthem's standard format.

Anthem's proposed COBRA fees assume the following:

The flat and qualifying event fees shown above assumes the 2% of premium COBRA admin charge will be retained by Anthem. If client requests to retain the 2% charge, the COBRA fees would increase.

Optional COBRA Services:

Service	Description	Fee
Optional Notices and Services		
HIPAA Special Enrollment Notification	To provide employee with information concerning special enrollment opportunities. When selected, will be sent in conjunction with the General Notice. Not Federally required.	$2.90 per notice

Performance Guarantees

Lexington-Fayette Urban County Government expects excellence, Anthem strives to provide excellent value by improving affordable access to quality healthcare for our customers. Together we will deliver outstanding value for your employees.

We are confident that we will deliver outstanding service for Lexington-Fayette Urban County Government. As such, we are placing administrative fees at risk to meet certain criteria as outlined below.

A summary of our guarantees

This is a summary of the performance guarantees that Anthem offers. The final terms and conditions of the Performance Guarantees contained in the RFP are subject to finalization of the contract language in the Administrative Services Agreement. It is not a legal contract. If this summary conflicts with the Administrative Services Agreement, any Schedules or Attachments, the Administrative Services Agreement controls.

These guarantees apply to Lexington-Fayette Urban County Government's plan.

More about the guarantees

All guarantees will be effective from January 01, 2026 to December 31, 2026, unless otherwise noted. The guarantees are measured and settled annually, with exceptions specified.

These guarantees cover aspects of performance that are related to Anthem's control. Listed below are potential reasons that may alter or void the terms of the guarantees:

- A change to the Plan benefits that result in a substantial change in the services to be performed by Anthem or the measurement of a Performance Guarantee.
- Your number of enrolled Subscribers goes up or down by 10% or more after your plan or renewal starts.
- Changes in law or regulation that materially impacts underwriting assumptions made at the time of offering such Performance Guarantees.
- There is no executed Administrative Services Agreement on file.
- All Performance Guarantees may be revisited and may potentially be impacted due to a cause beyond the reasonable control of a Party such as a pandemic (an outbreak of disease that affects an exceptionally high proportion of members) being declared by the Centers for Disease Control or if a Force Majeure event (meaning an act of God, civil or military disruption, terrorism, fire, strike, flood, riot or war) occurs during the Measurement or Baseline Period that impacts a meaningful portion of the Employer population.
- You terminate the Agreement before the end of a Performance Period, or we terminate it because of non-payment.
- You terminate participation in particular programs tied to Performance Guarantee(s), prior to completion of the Measurement Period.

General Terms

- Performance Category. The term Performance Category describes the general type of Performance Guarantee.
- Reporting Period. The term Reporting Period refers to how often Anthem will report on its performance under a Performance Guarantee.
- Measurement Period. The term Measurement Period is the period of time under which performance is measured, which may be the same as or differ from the period of time equal to the Performance Period.
- Penalty Calculation. The term Penalty Calculation generally refers to how Anthem's payment will be calculated, in the event Anthem does not meet the target(s) specified under the Performance Guarantee.
- Amount at Risk. The term Amount at Risk means the amount Anthem may pay if it fails to meet the target(s) specified under the Performance Guarantee.
- Some Performance Guarantees measure and compare year to year performance. The term Baseline Period refers to the equivalent time period preceding the Measurement Period. Anthem will require specified historical Claims and utilization data to establish the Baseline Period for the first year of a Performance Guarantee utilizing a Baseline Period.
- Performance Guarantees may be measured using either aggregated data or Employer-specific Data. The term Employer-specific Data means the data associated with Employer's Plan that has not been aggregated with other employer data. Performance Guarantees will specify if Employer-specific Data shall be used for purposes of measuring performance under the Performance Guarantee.
- All Performance Guarantees in which Anthem will make outbound calls or will reach out through email or other means to members will exclude members who Anthem cannot reach due to incorrect or invalid telephone numbers, including numbers where permission is required by law but not provided, or those members who have requested that Anthem not contact them.
- Anthem's obligation to make payment under the Performance Guarantees is conditioned upon Employer's timely performance of its obligations provided in the Agreement in this Schedule C and the Attachments, including providing Anthem with the information or data required by Anthem in the Attachments.
- Anthem has the right to offset any amounts owed to Employer under any of the Performance Guarantees contained in the Attachments to this Schedule C against any amounts owed by Employer to Anthem under: (1) any Performance Guarantees contained in the Attachments to this Schedule C; (2) the Agreement or, (3) any applicable Stop Loss Policy.

Amount at Risk

The total amount at risk for the below performance guarantees between Anthem and Lexington-Fayette Urban County Government shall not exceed the following:

- Operations Guarantees:
  - 15.000% of Base Medical Admin fees.

Confirmation of all applicable fees for the performance guarantees will be reflected in Employer's Schedule C.

Maximum Amount Payable

The maximum amount payable under all guarantees between Anthem and Lexington-Fayette Urban County Government shall not exceed 15.000% of the Base Medical Administration fees . The Maximum Amount Payable provisions above do not apply to Pharmacy-related Performance Guarantees.

Operations Guarantee

Performance Category	Year 1	Year 2	Year 3
Claims Timeliness (14 Calendar Days)	1.500% of Base Admin. Services Fees		
Claims Financial Accuracy	1.500% of Base Admin. Services Fees		
Claims Accuracy	1.500% of Base Admin. Services Fees		
Open Enrollment ID Card Issuance	1.500% of Base Admin. Services Fees		
Processing of Ongoing Eligibility Information	1.500% of Base Admin. Services Fees		
Average Speed to Answer	1.500% of Base Admin. Services Fees		
Call Abandonment Rate	1.500% of Base Admin. Services Fees		
Member Satisfaction – NPS	1.500% of Base Admin. Services Fees		
Management Reports	1.500% of Base Admin.		

	Services Fees		
Account Management Satisfaction	1.500% of Base Admin. Services Fees		
Total Amount At Risk – Operations	**15.000% of Base Medical Admin fees**		

Additional Terms and Conditions:

- Performance will be based on the results of a designated service team/business unit assigned to Lexington-Fayette Urban County Government, unless the guarantee is noted as measured with Employer-specific Data.

Performance Category	Amount at Risk	Guarantee	Penalty Calculation	Measurement and Reporting Period
Claims Timeliness (14 Calendar Days)	Year 1: 1.500% of Base Admin. Services Fees Year 2: Year 3:	A minimum of 90% of Non-investigated medical Claims will be Processed Timely. Non-investigated Claims are defined as medical Claims that process through the system without the need to obtain additional information from the Provider, Subscriber or other external sources. Processed Timely is defined as Non-investigated medical Claims that have been adjudicated within 14 calendar days of receipt. This Guarantee will be calculated based on the number of Non-investigated Claims that Processed Timely divided by the total number of Non-investigated Claims. The calculation of this Guarantee does not include Claim adjustments. The calculation of this Guarantee also excludes in any quarter Claims for an Employer that requests changes to Plan benefits, until all such changes have been implemented. This will be measured with Employer-specific Data.	Result / Penalty 90.0% or Greater — None 88.0% to 89.9% — 25% 86.0% to 87.9% — 50% 85.0% to 85.9% — 75% Less than 85.0% — 100%	Measurement Period Annual Reporting Period Annual
Claims Financial Accuracy	Year 1: 1.500% of Base Admin. Services Fees	A minimum of 99% of medical Claim dollars will be processed accurately. This Guarantee will be calculated based on the total dollar amount	Result / Penalty 99.0% or Greater — None	Measurement Period Annual

	Year 2: Year 3:	of audited medical Claims paid correctly divided by the total dollar amount of audited medical Paid Claims. The calculation of this Guarantee includes both underpayments and overpayments. The calculation of this Guarantee does not include Claim adjustments or Claims in any quarter in which an Employer requests changes to Plan benefits, until all such changes have been implemented.	98.0% to 98.9% 25% 97.0% to 97.9% 50% 96.0% to 96.9% 75% Less than 96.0% 100%	**Reporting Period** Annual
Claims Accuracy	Year 1: 1.500% of Base Admin. Services Fees Year 2: Year 3:	A minimum of 97% of medical Claims will be paid or denied correctly. This Guarantee will be calculated based on the number of audited medical Claims paid and denied correctly divided by the total number of audited medical Claims paid and denied. The calculation of this Guarantee excludes in any quarter Claims for an Employer that requests changes to Plan benefits, until all such changes have been implemented.	**Result** **Penalty** 97.0% or Greater None 96.0% to 96.9% 25% 95.0% to 95.9% 50% 94.0% to 94.9% 75% Less than 94.0% 100%	**Measurement Period** Annual **Reporting Period** Annual
Open Enrollment ID Card Issuance	Year 1: 1.500% of Base Admin. Services Fees Year 2: Year 3:	100% of Subscriber digital ID cards will be available or Member physical ID cards will be mailed to open enrollment participants no later than the Employer's effective date provided that Anthem receives an Accurate Eligibility File. An Accurate Eligibility File is defined as: (1) an electronic eligibility file formatted in a mutually agreed upon manner; (2) received by Anthem no later than 30 calendar days prior to the Employer's effective date; and, (3) contains an error rate of less than 1%. This Guarantee will be calculated based on the total number of open enrollment ID cards available to Subscribers or mailed to Members within the timeframe set forth above divided by the total number of Members eligible to receive open enrollment ID cards. This will be measured with Employer-specific Data.	**Result** **Penalty** 100% None 99.0% to 99.9% $100 per ID Card not to exceed 25% of amount at risk for this measure 98.0% to 98.9% 50% 97.0% to 97.9% 75% Less than 97.0% 100%	**Measurement Period** Employer's effective date **Reporting Period** 60 calendar days following the Employer's effective date
Processing of Ongoing Eligibility Information	Year 1: 1.500% of Base Admin. Services Fees Year 2:	100% of Employer's ongoing electronic eligibility files will be processed timely. Timely Processing is defined as electronic eligibility files processed and updated on the eligibility database within 7 business days of receipt of an eligibility file. This Guarantee only applies to	**Result** **Penalty** 100% None 98.0% to 99.9% 25%	**Measurement Period** Annual **Reporting Period** Annual

	Year 3:	the processing of eligibility files submitted by Employer outside of an open enrollment period. This Guarantee does not apply to the first production files after setup and testing, COBRA files, or Defective Eligibility Files. A Defective Eligibility File is defined as an eligibility file that has data errors, includes all records that do not pass Anthem's enrollment business rules, or does not allow for Anthem's automatic processing. This Guarantee does not apply to errors that have to be processed manually in the system. Anthem's payment of this Guarantee is conditioned upon receipt of eligibility files in a format mutually agreed upon by the Parties. This Guarantee will be calculated by (1) dividing the total number of eligibility files processed within the timeframe set forth above by (2) the number of Employer's eligibility files processed. This will be measured with Employer-specific Data.	96.0% to 97.9% 50% 94.0% to 95.9% 75% Less than 94.0% 100%	
Average Speed to Answer	Year 1: 1.500% of Base Admin. Services Fees Year 2: Year 3:	The average speed to answer (ASA) will be 45 seconds or less. ASA is defined as the average number of whole seconds members wait and/or are in the telephone system before receiving a response from a customer service representative (CSR) or an interactive voice response (IVR) unit. This Guarantee will be calculated based on the total number of calls received in the customer service telephone system.	Result / Penalty 45 seconds or less None 46 to 48 seconds 25% 49 to 51 seconds 50% 52 to 54 seconds 75% 55 or more seconds 100%	Measurement Period Annual Reporting Period Annual
Call Abandonment Rate	Year 1: 1.500% of Base Admin. Services Fees Year 2: Year 3:	A maximum of 5.0% of member calls will be abandoned. Abandoned Calls are defined as member calls that are waiting for a customer service representative (CSR), but are abandoned before connecting with a CSR. This Guarantee will be calculated based on the number of calls abandoned divided by the total number of calls received in the customer service telephone system. Calls that are abandoned in less than 5 seconds will not be included in this calculation.	Result / Penalty 5.0% or Less None 5.01% to 5.40% 25% 5.41% to 5.70% 50% 5.71% to 5.99% 75% 6.0% or Greater 100%	Measurement Period Annual Reporting Period Annual

<table>
<tr>
<td>Member Satisfaction – NPS</td>
<td>Year 1: 1.500% of Base Admin. Services Fees

Year 2:

Year 3:</td>
<td>This Guarantee establishes a Quality Benchmark transactional Net Promoter Score (NPS) of 40. Anthem will either: (i) meet or exceed the Quality Benchmark; or, (ii) there will be an improvement in the Net Promoter Score from the Baseline Period.

The survey is conducted after a member contacts a customer service representative (CSR). Each member who completes a transaction with Anthem will be asked to provide a rating on a scale from 0 (Not at All Likely) to 10 (Extremely Likely) to a question that asks how likely the member would recommend Anthem to a friend or colleague based on the member's most recent transaction. The transactional Net Promoter Score will be calculated by subtracting the percentage of Detractors (members who provide a rating from 0 to 6) from the percentage of Promoters (members who provide a rating of 9 or 10).

To determine the results for (i), Anthem shall compare the Net Promoter Score in the Measurement Period to the Quality Benchmark. The improvement for (ii) will be determined by comparing the Net Promoter Score in the Measurement Period to the Net Promoter Score in the Baseline Period.
The Baseline Period is the equivalent time period preceding the Measurement Period.</td>
<td>
<table>
<tr><th>Result</th><th>Penalty</th></tr>
<tr><td>Net Promoter Score increased</td><td>None</td></tr>
<tr><td colspan="2">OR</td></tr>
<tr><td>If Net Promoter Score stayed the same or decreased AND is</td><td></td></tr>
<tr><td>40 or Greater</td><td>None</td></tr>
<tr><td>39.0 to 39.9</td><td>25%</td></tr>
<tr><td>38.0 to 38.9</td><td>50%</td></tr>
<tr><td>37.0 to 37.9</td><td>75%</td></tr>
<tr><td>Less than 37.0</td><td>100%</td></tr>
</table>
</td>
<td>Measurement Period
Annual

Reporting Period
Annual</td>
</tr>
<tr>
<td>Management Reports</td>
<td>Year 1: 1.500% of Base Admin. Services Fees

Year 2:

Year 3:</td>
<td>Standard automated reports will be made available to Employer by no later than 25 calendar days following the end of the month. The reports will include financial, utilization and clinical information.

This will be measured with Employer-specific Data.</td>
<td>
<table>
<tr><th>Result</th><th>Penalty</th></tr>
<tr><td>Reports are late 1 month</td><td>None</td></tr>
<tr><td>Reports are late 2 months</td><td>25%</td></tr>
<tr><td>Reports are late 3 or more months</td><td>100%</td></tr>
</table>
</td>
<td>Measurement Period
Annual

Reporting Period
Annual</td>
</tr>
<tr>
<td>Account Management Satisfaction</td>
<td>Year 1: 1.500% of Base Admin. Services Fees

Year 2:</td>
<td>A minimum average score of 3 will be attained on the Account Management Satisfaction Survey (AMSS). A minimum of 3 responses per Employer to the AMSS is required to base the score on Employer-specific responses only.</td>
<td>
<table>
<tr><th>Result</th><th>Penalty</th></tr>
<tr><td>3.0 or higher</td><td>None</td></tr>
<tr><td>2.5 to 2.9</td><td>25%</td></tr>
<tr><td>2.0 to 2.4</td><td>50%</td></tr>
</table>
</td>
<td>Measurement Period
Annual

Reporting Period
Annual</td>
</tr>
</table>

	Year 3:	If 3 responses are received from the Employer, an average score is calculated by adding the scores from each respondent divided by the total number of Employer respondents. If fewer than 3 responses are received, the score will be calculated as follows: 2 Employer responses: 2/3 of the score will be based on Employer-specific AMSS results and 1/3 of the score will be based on the aggregate score of all AMSS results received by the Account Management Team. 1 Employer- response: 1/3 of the score will be based on Employer- specific AMSS results and 2/3 of the score will be based on the aggregate score of all AMSS results received by the Account Management Team. 0 Employer responses: The score will be based on the aggregate score of all AMSS results received by the Account Management Team.	Less than 100% 2.0	

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Authorized Signature: _____

Title: _____

Date: _____

Anthem

Fixed Administrative Costs (ASO)

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

Effective January 1, 2026 through December 31, 2026

Fixed Administrative Costs	Current PCPM	1/1/2026 through 12/31/2026 PCPM	1/1/2027 through 12/31/2027 PCPM
Subscribers	3,335	3,335	3,335
Members	6,335	6,335	6,335
Medical and Pharmacy Administration	$34.98	$35.84	$36.73
Pharmacy Fee	$0.00	$2.90	$2.90
Composite Total:	$34.98	$38.74	$39.63
Annual fixed administrative costs based on assumed enrollment:	$1,399,900	$1,550,375	$1,585,993
Percentage Change:		10.7%	2.3%

Authorized Signature: _____

Title: _____

Date: _____

Additional Fee Disclosures:

See Additional Service Fees and Pharmacy Pricing for disclosure of additional service fees which are not included on this cost summary.

The Pharmacy Rebate Offset reflects the National Formulary. The offset may be adjusted if a different pharmacy formulary is sold.

0554754-05

Anthem

Stop Loss Options (ASO)

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
Group Number(s): W33022
Effective January 1, 2026 through December 31, 2026

Option 1 - $350,000 Specific Stop Loss

Specific Stop Loss limit:	$350,000
Specific Stop Loss contract basis:	Paid in 12 *
** Accumulation basis for claims will be incurred since January 1, 2015.*	
Lines of coverage included:	Med And Rx
Specific Stop Loss Maximum:	Unlimited
Specific Stop Loss accumulation:	Per Member
Commissions:	0.00%
Renewal rate guarantee	50.00%
This Stop Loss offer is:	FIRM
This Stop Loss offer expires:	10/15/2025

Additional terms for self-funded groups

This proposal guarantees your subsequent year's renewal will be capped at 50%.
A No New Lasers provision is included in this offer. Existing lasers will be reviewed and could be modified. See Assumptions & Conditions exhibit for more details.

Specific Stop Loss Premiums		Composite PCPM	Annualized Total
		3335	
Total	*Current*	$62.24	$2,490,845
	Renewal	*$75.93*	*$3,038,719*
Rate Change			*22.00%*

Authorized Signature: _____
Title: _____
Date: _____

Additional Fee Disclosures:

See Additional Service Fees and Pharmacy Pricing for disclosure of additional service fees which are not included on this report.
Anthem Gene Therapy Solution protects employers from unknown financial risk, while supporting members in need of treatment for rare and complex conditions. The financial component of this solution works in conjunction with Anthem Stop Loss and guarantees Anthem will not implement new lasers on any members for claims associated with the following gene therapies: Luxturna, Skysona, Zolgensma, Zynteglo, Hemgenix, Elevidys, Roctavian, Casgevy, Lyfgenia, Lenmeldy and Kebilidi. This provision applies to members that are not lasered in the firm stop loss proposal and will apply as long as Employer maintains specific stop loss coverage with Anthem. Also, this solution removes gene therapy claims from experience when determining stop loss renewal rates. If added, this provision would be billed as an additional $4.00 PEPM. (If selected, initial here _____.)

Anthem

Benefit Information

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

Effective January 1, 2026 through December 31, 2026

Benefit Categories	Renewal Plan Designs		
	EHSA $3400 - 0% Embedded National	EHSA $3400 - 20% Embedded National	PPO $500 Embedded National
	Blue Access	Blue Access	Blue Access
	Custom	Custom	Custom
Deductible (individual/family)	$3,400 / $6,800	$3,400 / $6,800	$500 / $1,000
Coinsurance	0%	20%	20%
Out-of-pocket maximum (individual/family)	$3,400 / $,6800	$5,250 / $10,500	$1,500 / $3,000
Office visit (PCP/ specialist) copay	Ded/Coins	Ded/Coins	$15/$30
Inpatient / Outpatient Copay (Surgery)	Ded/Coins	Ded/Coins	Ded/Coins
Emergency Room / Urgent Care Copay	Ded//Coins	Ded//Coins	Ded/Coins-$60
Prescription Drugs – Retail	Ded/Coins	Ded/Coins	$10/$30/$60/25%
Prescription Drugs – Mail Order	Ded/Coins	Ded/Coins	$20/$60/$120/25%
OON Deductible (individual/family)	$7,500/$15,000	$7,500/$15,000	$4,500/$9,000
OON Coinsurance	30%	50%	50%
OON OOP Max (individual/family)	$9,000/$18,000	$10,500/$21,000	$4,500/$9,000

Benefit categories reflect In-network benefits unless noted as Out-Of-Network (OON)

Benefit amounts reflect member cost-share unless otherwise noted

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Benefit Information (ASO)

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

Effective January 1, 2026 through December 31, 2026

	Renewal Plan Designs
	PPO $2000 Embedded National
	Blue Access Custom
Benefit Categories	
Deductible (individual/family)	$2,000 / $4,000
Coinsurance	20%
Out-of-pocket maximum (individual/family)	$4,500 / $9,000
Office visit (PCP/ specialist) copay	$30/$60
Inpatient / Outpatient Copay (Surgery)	Ded/Coins
Emergency Room / Urgent Care Copay	Ded/Coins-$100
Prescription Drugs – Retail	$10/$30/$60/25%
Prescription Drugs – Mail Order	$20/$60/$120/25%
OON Deductible (individual/family)	$6,000/$12,000
OON Coinsurance	50%
OON OOP Max (individual/family)	$12,000/$24,000

Benefit categories reflect In-network benefits unless noted as Out-Of-Network (OON)

Benefit amounts reflect member cost-share unless otherwise noted

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Anthem

Services included and buy-up options (ASO)

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

Effective January 1, 2026 through December 31, 2026

Services included in fixed administrative costs
Administration of the proposed EHSA $3400 - 0%~Blue Access, EHSA $3400 - 20%~Blue Access, PPO $500~Blue Access, PPO $2000~Blue Access plan designs.
ASO Basic Foundational Program †
LiveHealth Online
Blue Distinction Programs
Claims Fiduciary Coverage
~~Standard ID cards~~ Chose electronic
Standard management reporting
State/federal reporting
Open enrollment meeting support
Electronic version of the benefit booklets

Buy-Up Options	PCPM fee
~~ASO Engagement Package 200~~	$1.48
~~ASO Engagement Package 500~~	$1.48
~~ASO Engagement Package 700~~	$1.48
EAP Basic 3-Visit	$0.48
EAP Enhanced 4-Visit	$1.27
EAP Enhanced 6-Visit	$1.76
Gym Reimbursement add on to Engagement Package	$2.24
Elevance Solutions HSA	$2.45

Spending Account & Other Buy-up Options (charged separately)	Fee Billed Per ParticipantPer Month
Anthem Spending Accounts Stand Alone, Commuter, or Dependent Care FSA	$3.55
Multi-Purse Add-on: Primary HRA required	$0.80
Multi-Purse Add-on: Primary HRA required, Wrap Model	$0.80
Multi-Purse Add-on: Primary HSA required, Employer Pay	$1.15
Multi-Purse Add-on: Primary HSA required, Member Pay	$1.25

Notes

Full quote details available upon request.

HSA and HRA account administration is only available with particular plan designs. Details available upon request.

Health Savings Account Fees may be paid by the employer or the employee.

†For identified programs, Anthem has deemed certain charges as claim-related and they will be billed as such. These may include provider or vendor charges that have a direct positive impact on the cost of care. Since these charges are considered claim-related by Anthem, they are incorporated into the claims projection (available upon request). These charges are excluded from PCPM Administrative Fees above, are included in Paid Claims on the invoice, and may accumulate towards aggregate stop loss purchased from Anthem.

0554754-05

Assumptions and conditions (ASO)

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

Effective January 1, 2026 through December 31, 2026

SIC Code: 9131

Administrative Services Only (ASO)

- The proposed services, rates and fees are effective from 1/1/2026 through 12/31/2026.
- This contract will be issued in KY.
- The proposal assumes 3,335 employees will be enrolling for medical coverage, with an average member to employee ratio of 1.90.
- The proposal assumes the same enrollment for medical and pharmacy.
- Anthem reserves the right to revise this proposal or modify these fees or rates under any of the following circumstances:
  - Due to any taxes, fees and assessments prescribed by any statutory, regulatory or other legal authority, that in Anthem's discretion, invalidates this quote.
  - Legislation or other matters that impact Anthem's costs or revenues under this proposal
  - Should the total enrollment or enrollment distribution by membership type, product or location change by 10% or more from that assumed when preparing the pricing for this package.
  - Actual Member to Subscriber ratio is not within +/-5% of 1.90.
  - A change to the plan benefits that result in substantial changes in the service, networks, or benefit design, as determined by
  - Changes in proposal terms, conditions, services or product from this quotation.
  - This is an integrated medical and pharmacy offering. Fees will change if pharmacy is carved-out.
  - Any of the plan benefits administered by Anthem are moved to another third party administrator or private exchanges.
  - Anthem is not the sole medical carrier.
  - Change in nature of Employer's business.
- The final relationship between the Parties will be subject to and described in an Administrative Services Agreement and this agreement will be the binding agreement between the parties.
- If subject to regulatory approval, and the applicable regulator has not yet approved, these benefits and rates may need to be
- Unless otherwise noted, fees are quoted on a per contract per month (PCPM) basis. PCPM is equivalent to, and will be described as per subscriber per month in the Administrative Services Agreement.
- Employers, as plan sponsors and administrators, are responsible for complying with all applicable laws.
- Eligibility data will be provided in Anthem's standard format. Additional charges may apply for non-standard formats.
- This quote assumes ACH withdraws from group's bank account for claims and fixed fees Weekly, with payment required within 3 business days from receipt of invoice.
- This quote assumes Anthem will accept fiduciary responsibility for claims administration and the handling of the claims complaint and appeals. To the extent ERISA applies, the employer remains the Named Fiduciary of the plan.
- Commissions and consultant fees are excluded unless otherwise noted.
- The processing of claims incurred prior to the effective date is the responsibility of the prior claims administrator.
- Since Anthem is neither a Hawaii authorized insurer nor a Hawaii Health Care Contractor, our benefits may not match the requirements of the Prepaid Health Care Act. We recommend that you obtain direct quotes for either an individual policy for employees who live and work in Hawaii or if there are several employees within an employer group to obtain group coverage from a Hawaii authorized insurer. This would ensure that all the state requirements are met.
- Specific Stop Loss maximum matches the lifetime maximum of the plan(s) unless specified otherwise.
- No change in benefits after the effective date by the group's employee benefit program shall be covered by the Stop Loss agreement nor shall any amounts paid as benefits resulting from such a change be counted towards the satisfaction of the attachment point. This limitation may be waived if a written acceptance of such a change is issued by the carrier.
- Only those coverage's quoted and which are eligible under the group's employee benefit program are eligible under this Stop Loss
- Stop Loss protection must be purchased in conjunction with our Administrative Services proposal.

Anthem

Assumptions and conditions (ASO)

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

Effective January 1, 2026 through December 31, 2026

SIC Code: 9131

Administrative Services Only (ASO)

• All expenses for services or supplies in excess of any limitation under the group's employee benefit program are excluded under the Stop Loss program.
• COBRA enrollees must not exceed 10% of total enrollees.
• Claims Run-Out coverage is applicable at the end of a full 12 month policy period only and cannot be applied against any Stop Loss policy that terminates prior to completion of the contract period.
• The Individual Stop Loss Limit accumulation period will be the full twelve months of the standard contract period.
• All contracts including the ASO Agreement and/or the Stop Loss Agreement must be signed prior to the effective date.
• This is an integrated administration and stop loss offering. Admin fee is not valid outside of this pairing with stop loss. Anthem Stop Loss cannot be omitted without approval from Underwriting.
• This offer assumes that no class of employees will be offered an HRA integrated with individual health insurance coverage. Anthem must be notified if particular classes of employees will be offered an HRA integrated with individual health insurance coverage, and a census of those employees must be provided so that appropriate adjustments, if needed, can be made to this offer.
• This quote does not include funding of the Patient-Centered Outcome Research Institute fee.
• This renewal is contingent upon the group / plan sponsor being current with all premium or fees as of the effective date of the renewal, unless specifically agreed to in writing in advance by Anthem.
• This proposal assumes no new lasering of individual members for the next renewal. Ongoing lasers will remain in place unless
• Anthem reserves the right to inspect and audit any and all of LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT documents relating to claims submitted to Anthem. Documentation includes, but is not limited to, claims, case management, utilization management records, audit records (including audits of TPA and TPA's providers and vendors), eligibility, as well as other information requested by Anthem. Anthem also has the right to review and audit records related to subrogation and other recoveries.
• The agent/broker does not have the authority to bind or modify the terms of this offer without prior approval of Anthem.
• Please note, any additional budgets provided in conjunction with this proposal, if applicable, must be invoiced prior to the end of the plan year in which they are allocated in order to be funded.
• A 50% Rate Cap provision applies to the 2027 stop loss policy period. The provision will be adjusted to reflect any changes related to basis, deductible, commission level, etc.
• A No New Laser provision applies to the 2027 stop loss policy period. The provision will be adjusted to reflect any changes related to basis, deductible, commission level, etc.
• HSA/HDHP plan benefits are subject to IRS guidelines and may change.
• This proposal assumes that Anthem will be the only Self Funded carrier offered and no fully-insured lives are covered.

Authorized Signature: _____
Title: _____
Date: _____

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Additional service fees (ASO)

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

Effective January 1, 2026 through December 31, 2026

Additional service fees

- **Runout Period Claims Processing Fee Types**
  Fees associated with claims processed during the runout period, including without limitation subrogation fees, recovery fees, and network access fees, will be charged during the runout period.
- **Runout Period Claims Processing Fee Costs**
  The cost of processing runout claims is excluded. The charge for processing 12 months of runout claims is 9.0% of all runout claims. In addition, direct charges may be incurred following termination that are not included in the standard runout processing fee (e.g., data feeds to other vendors).
- **Out of Network Savings Fees**
  The fee will be equal to 50% of the savings achieved on certain non-network claims.
- **No Surprises Act - Qualifying Payment Amount Program Fee**
  If program selected, the fee is equal to 15% of the savings achieved on No Surprises Act claims priced using the Qualifying Payment Amount for provider reimbursement. No Surprise Act claims repriced through the QPA Program are not subject to out of network shared savings fees.
- **Traditional Network Provider Savings Fee**
  The fee will be equal to 50% of Traditional network discounts. Traditional network discount is the difference between billed charges for covered services and the traditional provider negotiated amount. Prescription drug claims, claims paid on a capitated basis and Payment Innovation program payments are excluded from the fee calculation.
- **BlueCard Fees**
  The following BlueCard fees will be included in the paid claims amounts:
  - The access fee is charged at a percentage no greater than 1.84% of the discount/differential subject to a maximum of $2,000 per claim.
  - The AEA Fee is $4.00 per professional provider claim and $9.75 per institutional claim.
  - Occasionally, Anthem and a Host Blue may contract for a lower fee by combining the Access Fee and the AEA fee.
  - The Central Financial Agency fee is $0.35 per payment notice. The ITS transaction fee is $0.05 per claims transaction.
  - BlueCard fees are not charged in Anthem states. For a complete description of these fees, please consult your ASO Agreement.
- **Enhanced Personal Health Care (EPHC) Program Administration**
  The fee for Anthem's oversight of EPHC with providers or vendors is 25% of the per attributed member per month amount charged to the Employer for the provider performance bonus portion of the EPHC program.
- **Subrogation services**
  The charge is 25% of gross subrogation recovery.
- **Overpayment Identification and Claims Prepayment Analysis Activities**
  The charge to Employer is 25% of (i) the amount recovered from review of Claims and membership data and audits of Provider and Vendor activity to identify overpayments and (ii) the difference between the amount Employer would have been charged absent prepayment analysis activities and the amount that was charged to Employer following performance of the prepayment analysis activities. This includes, but is not limited to, activities related to COB, Host Blue activities, contract compliance, and eligibility. The fee will not exceed $25,000 per claim.
- **External appeals**
  The PPACA requires that ASO groups provide a process for external claims appeals to be available in situations where adverse benefit determinations have been made. Employer may contract with Anthem for this service or arrange to work directly with an external vendor. The fee will be $500 per external appeal for the service contracted with Anthem.
- **Independent Dispute Resolution**
  Fee for Independent Dispute Resolution. Fees charged to Anthem as part of independent dispute resolution processes, including arbitrator fees, will be charged to Employer.
- **Reporting**
  Management reports (e.g., standard account reporting package, performance guarantee reporting, lag reports, online reporting tool/access are included in our fees. In addition to these reports, Anthem will provide 20 hours of time needed to generate custom or ad-hoc reports (e.g., care management and utilization review reports) at no charge per year. The charge beyond 20 hours per year is $150 per hour of time needed to generate the custom or ad-hoc report.
- **Data Feeds**
  Anthem shall provide up to one Monthly data feed to a supported outside vendor in Anthem's standard format , not to exceed 12 feeds. The charge is $1,000 for each additional feed. Each time a report is sent to a supported vendor electronically, it is considered a feed, even if the same report is sent to the same vendor monthly. For example, if monthly feeds are sent to two supported vendors, 24 electronic data feeds will have been used on an annual basis. The charge for Weekly data feeds to a single supported vendor, not to exceed 52 feeds, is $15,000 annually. The charge for Daily data feeds to a single supported vendor, not to exceed 365 feeds, is $20,000 annually. Additional fees would be required for Stop Loss interfaces, Rx integration feeds and telemedicine.

Additional service fees (ASO)

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

Effective January 1, 2026 through December 31, 2026

- **Pharmacy Benefit Administration**
  See Pharmacy Pricing Summary.
- **Claim Related Charges**
  For identified programs, Anthem has deemed certain charges as claim-related and they will be billed as such. These may include provider or vendor charges that have a direct positive impact on the cost of care. Since these charges are considered claim-related by Anthem, they are incorporated into the claims projection (available upon request).
- **Engagement on Claims Audits**
  $150 per hour in situations where Anthem is asked to perform research on claim audit findings. Maximum of 250 claims will be reviewed by Anthem.

Pharmacy Pricing Selections

Lexington-Fayette Urban County Government

Effective: 01/01/2026 - 12/31/2028

Total subscribers: 3335

Anthem

PRODUCT SELECTIONS

Retail Network

☑ Base Network

Non-Specialty Maintenance Network

☒ Optional Home Delivery

Specialty Network

☒ Open Specialty

Formulary

☐ National Direct Preferred Formulary

☒ National Formulary

CLINICAL PROGRAMS INCLUDED IN PRICING

Fraud, Waste, and Abuse (FWA) Services	Included
Clinical Prior Authorization	Included
Clinical Pharmacy Review - Physician Review	Included
Step Therapy	Included
Quantity Limits and Dose Optimization	Included
Client Reporting Packages - Base Package	Included
Rx Care Nexus	Included
SpecialtyRx Savings Navigator	50.00% of Shared Savings to a max of $0.80 PMPM
Specialty Condition Management - Standard	Included
EnsureRx	Included at no cost

NOTE: THE PRICING PRESENTED IS CONTINGENT UPON ADOPTION OF THE ABOVE PROGRAMS ACROSS ALL PLANS. CHANGES TO THESE PROGRAMS WILL RESULT IN REPRICING.

OPTIONAL PROGRAMS (select requested programs)

☐ Client Reporting Packages - Enhanced Package	$0.12 per script
☐ RDS Support Services	Fee Varies
☐ Specialty Drug Accumulator Rules	Included at no cost
☐ Cost Relief	25% of savings
☐ Weight Management Program	$380 per enrolled member per year

The Pharmacy Pricing Guarantees presented assume the adoption of all clinical programs included in pricing.

Authorized Signature: _____

Title: _____

Date: _____

Please confirm the selections available and sign above in order for implementation to be initiated.

Document ID I-24354-89461-1-1

CGP

4/23/2025

Pharmacy Pricing

Lexington-Fayette Urban County Government

Effective: 01/01/2026 - 12/31/2028
Total subscribers: 3,335

Anthem

Retail Pricing Guarantees

RETAIL NETWORK

	Current	Base Retail Pharmacy Network Broad national retail network		
	01/01/2026 - 12/31/2025	01/01/2026 - 12/31/2026	01/01/2027 - 12/31/2027	01/01/2028 - 12/31/2028
1-83 days' supply				
Brand Discount % off AWP	19.70%	20.25%	20.25%	20.25%
Brand Dispensing Fee per Rx	$0.40	$0.30	$0.30	$0.30
Generic Discount % off AWP	85.30%	86.25%	86.25%	86.45%
Generic Dispensing Fee per Rx	$0.40	$0.30	$0.30	$0.30

Maintenance Pricing Guarantees

MAIL MAINTENANCE NETWORK

	Current	Optional Home Delivery Standard mail order that allows members to receive a 90 day supply of maintenance medication through Anthem's Home Delivery Pharmacy		
	01/01/2026 - 12/31/2025	01/01/2026 - 12/31/2026	01/01/2027 - 12/31/2027	01/01/2028 - 12/31/2028
Brand Discount % off AWP	26.20%	26.50%	26.50%	26.50%
Generic Discount % off AWP	87.30%	88.25%	88.25%	88.45%

Specialty Guarantees

SPECIALTY

	Current	Open Specialty This program does not require mandatory use of Anthem's preferred Specialty Pharmacy Provider and allows members to obtain specialty medications at the pharmacy of their choice		
	01/01/2026 - 12/31/2025	01/01/2026 - 12/31/2026	01/01/2027 - 12/31/2027	01/01/2028 - 12/31/2028
Overall Specialty Discount % off AWP	21.70%	22.75%	22.25%	22.25%
Overall Specialty Dispensing Fee per Rx	$0.00	$0.00	$0.00	$0.00

Preferred Drug Rebate Guarantees

FORMULARY

	Current: National Formulary	National Formulary Standard and broadest formulary offering that includes brand name and generic prescription medications selected through our P&T review process based on safety, effectiveness and value.			National Direct Preferred Formulary An open drug list designed to ensure additional rebate value by leveraging a strong clinical foundation through our P&T review, select closed classes and a curated combination of additional brand and generic drug options. The formulary offers the lower Rx price on certain medications, such as insulin and biosimilars.		
	01/01/2026 - 12/31/2025	01/01/2026 - 12/31/2026	01/01/2027 - 12/31/2027	01/01/2028 - 12/31/2028	01/01/2026 - 12/31/2026	01/01/2027 - 12/31/2027	01/01/2028 - 12/31/2028
Minimum Rebate Guarantees							
Retail Per Brand Script	$406.25	$550.31	$602.41	$657.86	$597.21	$653.40	$679.60
Home Delivery Per Brand Script	$1,017.79	$1,063.31	$1,109.50	$1,210.73	$1,155.05	$1,214.28	$1,326.70
Specialty Retail Per Brand Script	$3,380.75	$4,120.56	$4,714.63	$5,246.65	$2,019.94	$2,266.74	$2,556.54
Specialty Mail Per Brand Script	$2,641.54	$3,201.72	$3,586.90	$4,061.13	$1,649.67	$1,844.70	$2,067.00
Client Share of Rebates	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%

Admin Fees

	Current Admin Fee	Pharmacy Administrative Fees		
	01/01/2026 - 12/31/2025	01/01/2026 - 12/31/2026	01/01/2027 - 12/31/2027	01/01/2028 - 12/31/2028
Admin Fee PCPM	$2.90	$2.90	$2.90	$2.90

The Pharmacy Pricing Guarantees presented here assume the adoption of all clinical programs included in pricing.

Document ID: 34354-8846.1.1
CGP
4/23/2025

Pharmacy Pricing Assumptions & Conditions

Lexington-Fayette Urban County Government

Effective:	01/01/2026 - 12/31/2028
Total subscribers:	3,335

General Conditions

The pricing and terms in this commercial proposal are being offered solely for Lexington-Fayette Urban County Government with an effective date of 01/01/2026, for a term of 3 Years.
In order for the proposed terms to apply, the client must notify Anthem of offer acceptance at least 90 days prior to the effective date.
Guarantees are contingent upon a signed agreement and assume alignment with the proposed Preferred Drug List (PDL), including all prior authorization and utilization management criteria, and a plan design that allows for up to 90 days supply at mail.

As a portion of our reasonable compensation for services provided, we will retain the difference, if any, between the invoiced amount to the client and the amount paid to the PBM for prescription drugs dispensed to members. However, PBM will not add Margin Pricing to the Retail claims billed to PBM by its Vendor.
Anthem may receive and retain administrative fees from our pharmacy Vendor or directly from pharmaceutical manufacturers.
COVID Test Kits, COVID Anti-Viral Medication and COVID Vaccines are excluded from all rebates, pricing calculations and performance guarantees under your PBM contract.

Offer applies only to commercial plans.

Upon thirty (30) days prior written notice, Anthem may modify or amend the financial provisions in a manner designed to account for the impact of the client having an onsite pharmacy and/or participating in the Federal 340B purchasing program which was not disclosed to Anthem at the time of underwriting.

Anthem reserves the right to modify our guarantees should one of the following happen:

1. Client Directed Changes. to the extent of any adverse financial impact to the overall economic value of the Agreement: (a) a change in the scope of services (retail network management, mail, specialty and Rebate services) to be performed under this Agreement upon which the financial provisions included in this Agreement are based; (b) a material change in plan design or (c) any substantive deviation from Client's formulary, which may impact Rebates "Directed Changes").

Client agrees to provide PBM with written notice of its desired Directed Changes. Upon receipt of the notice, PBM will have thirty (30) days to determine and inform Client in writing of any such change to the financial provisions. PBM agrees to discuss its rationale and calculations with Client's consultant. Client will inform PBM of its decision of whether or not it will move forward with the Directed Changes. In the event Client moves forward with the Directed Changes, the parties agree to execute a Change Order documenting their agreement of the changes to the financial provisions which Direct Changes and pricing shall be implemented sixty days after the execution of the Change Order.

2. Change of at least 20.0% from the assumed enrolled membership and claims which supports our offer.

3. Market Event Conditions. in the event of a government imposed change in federal, state or local laws or industry wide change that materially impacts the financial economics of the Agreement. For modifications or amendments made pursuant to the above, PBM agrees to modify the pricing in an equitable manner to preserve the financial interest of both parties. PBM shall provide documentation demonstrating that the revised pricing terms are equitable based on the new industry standard.

This document represents a summary of Anthem's pricing offer and is not intended to be all-inclusive; other standard terms, conditions and pricing may apply. Specific contract language will be provided upon request.
If this summary conflicts with the Administrative Services Agreement, the Administrative Services Agreement controls.

Network Guarantees

Our network guarantees exclude the following claims: compounds, U&C, MFN (Alaska, Hawaii, Massachusetts, Puerto Rico), home delivery claims with less than 60 days' supply, paper, out-of-network, vaccines, supplies, 340B claims, OTC (other than OTC Insulin and OTC Supplies), on-site pharmacy, Medicare Part D, COVID vaccines, COVID test kits, COVID anti-viral medication

Single source generics will be considered generic drugs and will be included in the generic discount and generic dispensing fee guarantees.

Any payment due to Lexington-Fayette Urban County Government under any AWP discount guarantee within an AWP discount channel will not be offset by: (i) favorable results achieved in any other AWP discount guarantee within or across AWP discount channels, (ii) overall favorable results for another pharmacy financial guarantee.

Rebate Guarantees

The client must use Anthem's recommended formulary to be eligible for prescription drug rebates, whether the prescription drug rebates are paid or applied as a credit.
Rebate eligibility is dependent on confirmation of Lexington-Fayette Urban County Government's ERISA status.
Rebate guarantees do not include rebates attributable to medical claims processed by Anthem.

Our rebate guarantees exclude the following claims: single source generics, U&C, MFN (Alaska, Hawaii, Massachusetts, Puerto Rico), home delivery claims with less than 60 days' supply, paper, out-of-network, vaccines, supplies, 340B claims, compounds, authorized generics, OTC (other than OTC Insulin and OTC Supplies), on-site pharmacy, multi-source brands, specialty starter fills, Medicare Part D, COVID vaccines, COVID test kits, COVID anti-viral medication.

Rebate guarantees do not apply to claims processed through institutional, hospital, or staff model/hospital pharmacies where the pharmacy, most likely, has its own manufacturer contracts (rebate or purchase discounts), or through pharmacies that participate in the Federal government pharmaceutical purchasing program.

In the event of future market changes that impact drug price or the event that clinically comparable lower rebate drugs impact the level of rebates expected, a Rebate Credit towards the Rebate guarantee amount will be applied. This credit will be calculated as the difference between the originator Brand product rebates and the new product rebates or the drug cost savings from a lower drug cost due to a pricing change from Pharma, resulting in neutrality for Client.

Rebate guarantees do not apply if there is a failure by the client to maintain and implement a Plan design wherein non-preferred drugs have either a $15.00 higher Copayment or a 50% higher coinsurance (ex: preferred = 30%, non-preferred = 45%) than the preferred.

Any payment due to Lexington-Fayette Urban County Government under a rebate guarantee will not be offset by favorable results achieved in any other rebate guarantee or other pharmacy financial guarantee.

Our Prescription Drug Plan Programs and Services

We offer a comprehensive suite of trend and integrated health management programs and services. Below is a list, by product, of the programs and services that are assumed in this offer.
This list is not all inclusive and may change as we update our offering to meet the needs of the marketplace.

Category	Charge
General Administration	
Customized communication materials	$2.00 per letter
Paper claims/member submitted claims processing	$2.50 per occurrence
Network Pharmacy Services	
Fraud, Waste and Abuse (FWA) Services includes two types of Pharmacy Network monitoring and audit capabilities.	Included
Daily claim review and reprocessing	Included
Pharmacy Network Audit/ Investigative and Onsite Audit	100% of recoveries received are shared less a 25.00% recovery fee to cover associated expenses.
Custom / Onsite Pharmacy network development and administration	Subject to initial set up and ongoing maintenance fees to be determined based on scope.
On-site pharmacy claim processing	Included at No Cost
Account Management Services	
Dedicated account team support	Pricing available upon request
Patient, Trend, Quality and Cost-of-Care Management	
Clinical Prior Authorization program This review focuses mainly on drugs that may have risk of serious side effects or dangerous drug interactions, high potential for incorrect use or abuse, better alternatives that may cost less, or restrictions for use with very specific conditions.	Included at no cost
Clinical Pharmacy Review – Physician Review Certain medications need a higher level of review than a Clinical Prior Authorization and additional information from the prescriber.	Included at no cost
CarelonRx ProActive PA Proactive PAs apply integrated medical and pharmacy data, where a member's diagnosis from medical claims are incorporated into the pharmacy claim system to seamlessly approve PAs where diagnoses are required. During adjudication, the Proactive PA rules evaluate the member's diagnosis from medical claims for the presence of a diagnosis code representing a condition for which a traditional utilization review is not needed to authorize the medication. If the diagnosis is present, the claim will pay at point-of-sale rather than rejecting for PA required.	Included at no Cost
Step Therapy Step therapy requires the member to use one medication before benefits for the use of another medication can be authorized. Step therapy ensures members have previously used first-line therapies or have risk factors making the prescribed products inappropriate.	Included at no cost
Quantity Limits and Dose Optimization Quantity limits guard against high doses and excessive utilization based on either doses exceeding the FDA or manufacturer recommended maximum daily doses or limiting short-term medications to a certain number of fills over a defined period of time.	Included at no cost
Rx Care Nexus CarelonRx's digital-first clinical care management solution, which includes the standard core clinical programs and expanded scope of chronic conditions managed, focuses on identifying potential gaps in pharmacy care related to adherence, appropriate use, medication compliance, safety, cost savings on generics and formulary alternatives. This program concentrates on addressing actionable clinical opportunities for individual members who are identified as at-risk. Interventions are conducted through multiple outreach channels including a variety of digital capabilities such as LiveHealth Online. The Rx Care Nexus program includes a guaranteed return on investment (ROI) of 3:1 based on savings from improved adherence, conversion of targeted drugs to lower cost solutions, and medication management. If the ROI is less than 3:1, then PBM will credit additional savings to the extent necessary to make the ROI ratio 3:1. However, the credit will not exceed the value of the program fee paid for the year.	Included at no cost
Vaccine Program Fee	Included at no cost
Specialty Condition Management - Standard Offers specialized Member support and resources targeting 9 rare medical conditions to all Members using the Specialty Pharmacy after their second fill of a Specialty Product through the Specialty Pharmacy. Conditions: Crohn's disease, cystic fibrosis, Gaucher's disease, hemophilia, hereditary angioedema, lupus, multiple sclerosis, rheumatoid arthritis, and ulcerative colitis.	Included at no cost
SpecialtyRx Savings Navigator Through advanced analytics and predictive modeling, this comprehensive approach to specialty drug management helps manage integrated specialty spend today, while planning for tomorrow. High-cost, high-risk pharmacist-led intervention at the whole-health level, paired with aggressive medical specialty drug utilization and channel management. Medical specialty drug spend optimization through medical rebate savings. Forecasted Specialty drug spend (medical specialty and pharmacy specialty) through our proprietary model, and identification of targeted opportunities for future solutions.	50.00% of Shared Savings to a max of $0.80 PMPM
EnsureRx A cost saving program that automatically compares pricing for select covered generic medications against multiple cash discount cards and seamlessly applies the lower cost. The claim is applied towards deductibles and accumulators – and ensures our members are getting the most value out of their benefits. CarelonRx may receive compensation from Waltz Health in connection with the services provided to Employer's members. To the extent CarelonRx receives such compensation it will be based on the number of member claims for covered prescriptions.	Included at no cost
Client Reporting Packages	
Base Package Access to Rx Guide (unlimited) All custom reporting requests are billable at $150 per hour rate	Included at no cost
Additional Services and Programs	
Member Communications for programs including the following: Non-FDA approved drug block disruption letters Re-labeler program Clinical Equivalent Drug List (CEDL) disruption letters Commercial Formulary Member Notifications New Implementation Formulary Disruption Letters	$1.30 per letter
Controlled Substance Utilization Management (CSUM) Retrospective—Monitors overuse of controlled substances	Included at no cost
Safety Communications, Drug Recalls and Withdrawals Alerts Members and Prescribers to safety concerns about the medications they are taking and prescribing. Alerts Members impacted by changes in the Medicare Formulary or Medicaid Formulary due to safety issues (Class I Recalls, Class II Recalls, Market Withdrawals, side-effects) per CMS Requirements and Medicaid Requirements, as applicable.	Included at no cost
Pharmacy Home Identifies members who may be over-utilizing controlled substances, prescription cascading, or doctor/pharmacy shopping. Members that meet defined criteria are restricted to the designated home pharmacy.	Included at no cost

SpecialtyRx Savings Navigator

Lexington-Fayette Urban County Government

Year 1 Effective Date: 01/01/2026 to 12/31/2026
Total Members: 6,335
Total Subscribers: 3,336

Description	Total Savings Generated (A)	Rebates Generated (B)	CarelonRx Shared Savings (C)	Net Client Value (A) + (B) - (C)
Through advanced analytics and predictive modeling, this comprehensive solution to specialty drug management helps manage integrated specialty spend today, while planning for tomorrow.	$2.06	$1.30	$0.80	$2.56

What's Included & How does it Work:
- Highest level of care and support through pharmacist-led intervention helps members navigate complex conditions, prioritizing high-risk, high-cost members to maximize impact
- Comprehensive specialty drug spend management across medical specialty & pharmacy specialty
- Medical specialty drug spend optimization through medical rebate savings plus aggressive medical specialty drug utilization and site of care management.
- PLUS! Integrated Specialty drug spend forecasts calculated by our proprietary model, and identification of targeted opportunities for future solutions (delivered as part of CarelonRx's clinical service model to all clients.)
- Medical Rebates - Anthem will share in 100% of medical rebates received through the medical plan. Each year, CarelonRx will pass back up to 100% of medical rebates less CarelonRx's share of program savings generated during that same period.
- Shared Savings - Anthem will share in 50% of the program savings up to a maximum of $0.80 per member per month. CarelonRx will retain medical rebate value equal to its share of program savings. If the shared savings exceed the rebate value, groups will not be liable for the difference.

Member Experience:
In an effort to drive better understanding of member plan benefits, we use a variety of member and provider-focused engagement strategies designed to educate them on their care and how their benefits are being applied. Member care is further enhanced through a dedicated team of Pharmacists conducting live phone outreach to discuss personalized ways to impact member outcomes, sourced by innovative advanced analytics, while using risk stratification to prioritize intervention. Members also receive guided benefit navigation, coupled with seamless referrals to whole-health solutions including behavioral health support, to help them maneuver their often very complex conditions.

Savings example for LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

	PMPM Value
Total Savings Generated (A)	$2.06
Site of Care	$0.87
Medical Specialty Drug Review	$0.88
Right Drug Right Channel Med to Rx	$0.00
Right Drug Right Channel Rx to Med	$0.00
High-cost, high-risk Pharmacist-led intervention	$0.30
Rebates Generated (B)	$1.30
Your net rebates (B) - (C)	$0.50
Net Client Value (A) + (B) - (C)	$2.56
Net Rebates (Total $)	$36,423
Net Value (Total $)	$184,866

Total Savings Generated (A)		Rebates Generated (B)
$2.06		$1.30
Client	CarelonRx	
$1.26	$0.80	
CarelonRx Shared Savings (C):		$0.80
Rebates Generated (B):		$1.30
Net Medical Rebate value due to client:		$0.50

* Savings shown above are illustrative; Actual savings may vary

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CGP
4/23/2025

Standard Programs and Services

Lexington-Fayette Urban County Government

Effective: 01/01/2026 - 12/31/2028
Total subscribers: 3,335

Our Prescription Drug Plan Programs and Services

We offer a comprehensive suite of trend and integrated health management programs and services. Below is a list, by product, of the programs and services that are standard in this offer.
This list is not all inclusive and may change as we update our offering to meet the needs of the marketplace.

Category	Charge
General Administration	
Account management	Included at no cost
Banking	Included at no cost
FSA feeds	Included at no cost
Implementation services	Included at no cost
Plan design strategy and consultation	Included at no cost
Combined medical & pharmacy ID cards	Included at no cost
Standard communication materials to assist members with enrollment decisions and welcome them to their new plan when they enroll	Included at no cost
Network Pharmacy Services	
Pharmacy help desk with toll-free number 24/7 support	Included at no cost
Pharmacy network management	Included at no cost
Pharmacy reimbursement	Included at no cost
Home Delivery Services	
Home delivery claims processing	Included at no cost
Home delivery call center with toll-free number	Included at no cost
Benefit education (includes home delivery promotion)	Included at no cost
Retail-to-Home Delivery member outreach programs	Included at no cost
Home delivery regular shipping and handling	Included at no cost
Account Management Services	
Annual strategic planning with quarterly reviews	Included at no cost
Centralized administration for payment of claim and administration fees	Included at no cost
Designated pharmacy account team support, including Pharmacy Account Manager, Pharmacy Program Manager (clinical), Pharmacy Services Coordinator	Included at no cost
Remote training for access to online system(s)	Included at no cost
Member Services	
Customer service for members with toll-free number, to include language translation services	Included at no cost
Pharmacy customer service call center with toll-free number	Included at no cost
Member Website Portal (SSO)	Included at no cost
Internet Services	
e-Services for Prescriptions: intuitive and easy to navigate	Included at no cost
Online health improvement tools and programs	Included at no cost
Pharmacy look-up	Included at no cost
Refill a prescription	Included at no cost
Savings center – compare costs to switch from retail to home delivery	Included at no cost
Search and price a medicine – search drugs by name, therapeutic class or subclass; compare costs and drug details, including price by pharmacy	Included at no cost
Secure member message center	Included at no cost
Additional miscellaneous Internet services – view coverage and copayments, obtain an ID card, access drug and health guide	Included at no cost
Patient, Trend, Quality and Cost-of-Care Management	
Concurrent Drug Utilization Review Utilizes point-of-service safety edits (for Specialty and non-Specialty Products) to monitor: Clinical appropriateness Medication safety Duplicate claims Duplicate prescriptions Refill frequency (refill-too-soon) Maximum dispensing limitations Cost and quantity inconsistency	Included at no cost
Retrospective Drug Utilization Review programs Retrospective safety review within 72 hours of adjudication.	Included at no cost
Cost-of-Care programs Formulary management – outcomes-based formulary	Included at no cost
Generic Drug Management Preferred Generics – members pay brand copay plus the cost difference when a generic is available but a brand is selected.	Included at no cost
Prescription Drug Discount Program for Non-Covered Drugs Allows members to purchase certain medications not covered under their plan at a discount.	Included at no cost
Reporting Services	
Clinical savings reports	Included at no cost
Standard reporting	Included at no cost
Web-based client reporting	Included at no cost
Specialty Pharmacy Services	
Comprehensive specialty pharmacy and individualized member support services	Included at no cost
Specialty pharmacy call center with toll-free number	Included at no cost
Specialty pharmacy claims processing	Included at no cost
Specialty pharmacy regular shipping and handling	Included at no cost
Therapy-specific counseling	Included at no cost

Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0947-25

File ID:	0947-25	**Type:**	Agenda Item	**Status:**	Agenda Ready
Version:	1	**Contract #:**		**In Control:**	Human Resources
				File Created:	09/29/2025
File Name:	26-0022- Amend Ordinance 23-18 (Fire)			**Final Action:**	

Title: Authorization to amend section 23-18 of the Lexington-Fayette Urban County Government Code of Ordinance to eliminate the two-phase hiring process in the Division of Fire & Emergency Services, to allow for conditional offers to be made earlier in the hiring process and to simplify the process by eliminating the two-phase approach. No budgetary impact. (L0949-25)(George/Hamilton)

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	Bluesheet Memo 26-0022, REVISED DRAFT ORD for Sec. 23-18 (Firefighter Recruitment) 4854-2823-4726 v.3	**Enactment Number:**	
Deed #:		**Hearing Date:**	
Drafter:	Alana Morton	**Effective Date:**	

History of Legislative File

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

Text of Legislative File 0947-25

Title

Authorization to amend section 23-18 of the Lexington-Fayette Urban County Government Code of Ordinance to eliminate the two-phase hiring process in the Division of Fire & Emergency Services, to allow for conditional offers to be made earlier in the hiring process and to simplify the process by eliminating the two-phase approach. No budgetary impact. (L0949-25)(George/Hamilton)

Summary

Authorization to amend section 23-18 of the Lexington-Fayette Urban County Government Code of Ordinance to eliminate the two-phase hiring process in the Division of Fire & Emergency Services, to allow for conditional offers to be made earlier in the hiring process and to simplify the process by eliminating the two-phase approach. No budgetary impact.

(L0949-25)(George/Hamilton)

Budgetary Implications [select]: Yes/NO

Advance Document Review:

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

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

Fully Budgeted [select]: Yes/No/Partial

Account Number:

This Fiscal Year Impact: $

Annual Impact: $

Project:

Activity:

Budget Reference:

Current Balance:

MAYOR LINDA GORTON

LEXINGTON

GLENDA HUMPHREY GEORGE
DIRECTOR
HUMAN RESOURCES

MEMORANDUM

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

FROM: _____
Glenda Humphrey George, Director
Division of Human Resources

DATE: September 29, 2025

SUBJECT: **Ordinance Change**

Request:
The attached action amends section 23-18 of the Lexington-Fayette Urban County Government Code of Ordinance to eliminate the two-phase hiring process in the Division of Fire & Emergency Services, making the process more efficient.

Why are you requesting:
The Division of Fire is requesting this change to allow conditional offers to be made earlier in the hiring process and to simplify the hiring process by eliminating the two-phase approach.

File Number: 0947-25

Director/Commissioner: Glenda Humphrey George/Sally Hamilton
If you have questions or need additional information, please contact Alana Morton at (859) 258-3037.

ORDINANCE NO. _____ - 2025

AN ORDINANCE AMENDING SECTION 23-18 OF THE CODE OF ORDINANCES, RELATING TO FIREFIGHTER RECRUITMENT, TO AUTHORIZE THE MAKING OF CONDITIONAL OFFERS FOLLOWING A CANDIDATE'S SUCCESSFUL COMPLETION OF PHASE I OF THE RECRUITMENT PROCESS, WITH SUCH OFFERS EXPRESSLY CONDITIONED UPON THE CANDIDATE'S SUCCESSFUL COMPLETION OF PHASE II OF THE RECRUITMENT PROCESS.

WHEREAS, Section 23-18 of the Code of Ordinances provides that examination for appointment to the fire academy is comprised of a two-phased approach, with "Phase I" consisting of a written examination, a physical fitness test, and an oral examination and "Phase II" consisting of a background investigation and polygraph examination; and

WHEREAS, the Division of Fire has reviewed its hiring process and believes it would be beneficial to be able to extend a conditional offer of employment following a candidate's successful completion of Phase I of the firefighter recruitment process, with such offer expressly conditioned upon the successful completion of Phase II of the recruitment process; and

WHEREAS, under the recruitment process outlined herein, a candidate will still be required, following acceptance of a conditional offer of employment, to successfully complete a background investigation, a polygraph examination, a psychological suitability examination, physical and/or medical examinations, drug screening, and be selected by the Fire Chief for appointment; and

WHEREAS, the Lexington-Fayette Urban County Government desires to amend the Code of Ordinances to authorize the making of conditional offers earlier in the firefighter recruitment process, specifically following the successful completion of Phase I but prior to Phase II of the recruitment process.

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

Section 1 – That Section 23-18 of the Code of Ordinances of the Lexington-Fayette Urban County Government be and hereby is amended to read as follows:

(a) The division of human resources shall create a register for appointment to positions in the firefighter academy.

(b) The examination for appointment to the fire academy shall be comprised of a two (2) phase process. Phase I shall consist of a written examination, a physical fitness test, and an oral examination. <u>Upon completion of Phase I,</u>

selected candidates may be issued a conditional job offer for employment. After conditional offers are made and accepted, each selected candidate shall proceed to Phase II. ~~Phase II shall consist of a polygraph examination and a background investigation.~~

(c) Candidates shall be nineteen (19) years of age by the application filing deadline and shall not have reached their thirty-fifth birthday by the application deadline.

(d) Prior to each academy class, the director of human resources shall close the date for applications for each class to be published as required by KRS Chapter 424.

(e) The examination process shall be validated by the division of human resources.

(f) *Conditional Offers of Employment*. Prior to receiving a conditional offer of employment, all candidates shall successfully complete Phase I. Phase I shall consist of the following:

(1) *Written Examination*. A job-related written examination shall be prepared and validated by the division of human resources. The test administrator shall provide each candidate with his or her score on the written examinations and shall indicate to each candidate whether he~~/~~ or she is eligible to proceed.

a. A different version of the written test will be given for each recruitment cycles.

(2) *Physical Fitness Testing*. Each candidate shall complete and pass a job-related physical fitness test which has been approved by the division of human resources.

(3) *Oral Examination*. An oral examination shall be prepared and administered by the division of fire and emergency services.

a. The oral board shall consist of the following six (6) members:

1. One (1) fire lieutenant, a fire captain, and the fire chief or a designated representative not below the rank of major, appointed by the fire chief.

2. A paramedic, appointed by the fire chief.

3. A firefighter, appointed by the fire chief.

4. A professional member of the community appointed by the fire chief with approval from the director and commissioner of public safety.

5. At least one (1) African-American and one (1) female. One (1) individual shall not satisfy both requirements.

6. The director, or his designated representative, shall attend all sessions of the oral examination boards as a neutral advisor. He or his designee shall have no vote in any of the proceedings.

7. A member of the urban county council, to be appointed by the vice-mayor, may attend all sessions as a neutral observer. He shall not have a vote in any of the proceedings.

(4) After the written and oral examination process, the representative/test administrator shall compute the scores of the candidates, with preference points equaling a two (2) percent upgrade ~~will be~~ applied to any candidate's score who has demonstrated they served in any branch of the United States military and who has received ~~an~~ anything other than dishonorable discharge.

(5) The fire chief shall establish the maximum number of candidates who shall receive conditional offers.

a. ~~Upon completion of Phase II, a~~All components of Phase I ~~and II sha~~ll be reviewed and taken into consideration when recommending candidates for selection.

(6) After all requirements of making a conditional offer have been satisfied, the chief shall forward his recommendations for conditional offers through the urban county government chain of command to the mayor. The mayor may accept or reject any recommendation made through the chain of command and authorize the division of human resources to make conditional offers. The division of human resources shall submit a report of all probationary appointments to the urban county council within thirty (30) days after the appointment is made.

(g) *Examinations Subsequent to Conditional Offer; Final Offer.* Following a selected candidate's acceptance of a conditional offer of employment, the selected candidate shall be required to complete Phase II of the recruitment process, upon which the offer of employment is expressly, but not exclusively, conditioned. Phase II shall consist of the following:

~~(1) The fire chief shall establish the maximum number of candidates from the testing procedure who will proceed to Phase II of the hiring process. Phase II shall consist of a polygraph examination and a background investigation.~~

~~(2) Upon completion of Phase II, all components of Phase I and II will be reviewed and taken into consideration when recommending candidates for selection.~~

~~a. The division of fire shall supply the director with a list of those applicants whom the division recommends be eliminated from current and future hiring processes. The director shall accept the recommendation for elimination if the circumstances satisfy the requirements of KRS 95.440 and applicable sections of the Code of Ordinances. The aforementioned examination, test, and reports may also be used as a basis to remove a candidate at any other point in the process.~~

(1) A background investigation.

(2) A polygraph examination.

(3) A psychological suitability screening test.

(4) A physical examination and/or medical examination.

(5) Drug screening.

Following completion of the background investigation and polygraph examination, but prior to a psychological suitability screening, physical examination or medical examination, and drug screening, the division of fire shall supply the director with a list of those applicants whom the division recommends be eliminated from the current hiring process. The director shall accept the recommendation for elimination if the circumstances satisfy the requirements of KRS 95.440 and applicable sections of the Code of Ordinances.

All candidates who successfully complete the background investigation, polygraph examination, psychological suitability screening, physical examination or medical examination, and drug screening shall be eligible for final offer. The aforementioned examinations, tests, and reports may also be used as a basis to remove a candidate at any other point in the process.

(h) When vacancies arise in the division, the chief shall select names from the eligible list equal to the number of approved positions and a sufficient number of alternates.

~~(i) After all requirements have been met, the chief shall forward his recommendation through the urban county government chain of command to the mayor with a recommendation for appointment. The mayor may accept or reject any recommendation made through the chain of command and shall have the sole prerogative to make the final selections. After the final selections are made, the mayor shall submit the recommendations to the urban county council for approval to make conditional offers. After conditional offers are made and accepted, each selected candidate shall undergo a physical examination or medical examination, psychological suitability screening test and drug screening. All candidates who successfully complete the physical examination or medical examination, psychological suitability screening test and drug screening shall begin their probationary period.~~

(~~j~~i) If a candidate is selected for an academy and is unable to attend or complete the academy due to unforeseen circumstances, the director and chief will review the situation and decide if the candidate will be allowed deferral to the next academy. Any candidate who is allowed to defer to the next academy shall again pass applicable Phase I and Phase II requirements.

(~~k~~j) Upon the completion of the orientation section of each academy class, the list shall be expired. However, the director and fire chief shall have the discretion to exhaust or maintain the list.

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

PASSED URBAN COUNTY COUNCIL:

_____
MAYOR

ATTEST:

_____
CLERK, URBAN COUNTY COUNCIL
PUBLISHED:

4854-2823-4726, v. 3

Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0948-25

File ID:	0948-25	**Type:**	Agenda Item	**Status:**	Agenda Ready
Version:	1	**Contract #:**		**In Control:**	Human Resources
				File Created:	09/29/2025
File Name:	26-0019- Abolish/Create- Office of the Mayor			**Final Action:**	

Title: Authorization to amend the authorized strength by creating one (1) unclassified civil service position of Administrative Aide to Mayor (Grade 523E) in the Office of the Mayor, effective upon passage of Council. This has a 12-month fiscal impact cost of $96,225.87. (L0948-25) (George/Hamilton)

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	Bluesheet Memo 26-0019, From to 26-0019, HR Fiscal Impact- 26-0019	**Enactment Number:**	
Deed #:		**Hearing Date:**	
Drafter:	Alana Morton	**Effective Date:**	

History of Legislative File

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

Text of Legislative File 0948-25

Title

Authorization to amend the authorized strength by creating one (1) unclassified civil service position of Administrative Aide to Mayor (Grade 523E) in the Office of the Mayor, effective upon passage of Council. This has a 12-month fiscal impact cost of $96,225.87. (L0948-25) (George/Hamilton)

Summary

Authorization to amend the authorized strength by creating one (1) unclassified civil service position of Administrative Aide to Mayor (Grade 523E) in the Office of the Mayor, effective upon passage of Council. This has a 12-month fiscal impact cost of $96,225.87. (L0948-25) (George/Hamilton)

Budgetary Implications [select]: Yes

Advance Document Review:

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

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

Fully Budgeted [select]: No
Account Number:
This Fiscal Year Impact: $96,225.87
Annual Impact: $
Project:
Activity:
Budget Reference:
Current Balance:

MAYOR LINDA GORTON

LEXINGTON

GLENDA HUMPHREY GEORGE
DIRECTOR
HUMAN RESOURCES

M E M O R A N D U M

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

FROM: _____
Glenda Humphrey George, Director
Division of Human Resources

DATE: September 24, 2025

RE: Create – Office of the Mayor

Request:
The attached action is requesting authorization to amend the authorized strength by creating one (1) unclassified civil service position of Administrative Aide to Mayor (Grade 523E) in the Office of the Mayor, effective upon passage of Council.

Why are you requesting:
This position is being created to add an entry-level Administrative Aide position in the Office of the Mayor.

What is the cost in this year and future budget year?
This has a 12-month fiscal impact cost of $96,225.87.

Position Title	Annual Salary Before	Annual Salary After	Annual Increase/Decrease
Administrative Aide to Mayor	$0	$71,556.16	$71,556.16
Total Annual Impact/ Salary and Benefits $96,225.87			

File Number: 0948-25

Director/Commissioner: Glenda Humphrey George/Sally Hamilton

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

Lexington-Fayette Urban County Government

Changes in Authorized Positions

Date: 9/24/25

Unclassified Civil Service

Changes From:

Div. Line #	No. Pos.	Class Code	Pay Grade	Position Title	Prog. #	Employee Name	Salary
Office of the Mayor (030)							
030.035	3	237	523E	Administrative Aide to Mayor	-----	-----	-----

Changes To:

Div. Line #	No. Pos.	Class Code	Pay Grade	Position Title	Prog. #	Employee Name	Salary
Office of the Mayor (030)							
030.035	4	237	523E	Administrative Aide to Mayor	-----	-----	-----

Bluesheet 26-0019

Office of the Mayor

Description		1 or -1	Hour Rate	*63122* Base Comp	*63511* Benefits Cost 18.62% Pension	*63615* Other Fringe	*63621* 6.20% FICA	*63622* 0.023% Unemp	*63624* 1.45% Medicare	Employee Total Cost
Administrative Aide to Mayor (Grade 523E)	Create	1.00	34.402	$71,556.16	$13,323.76	$5,528.88	$4,701.15	$16.46	$1,099.46	$96,225.87
Pay Periods				$71,556.16	$13,323.76	$5,528.88	$4,701.15	$16.46	$1,099.46	$96,225.87

Annual Cost: $96,225.87

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

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0949-25

File ID:	0949-25	**Type:**	Agenda Item	**Status:**	Agenda Ready
Version:	2	**Contract #:**		**In Control:**	Grants and Special Programs
				File Created:	09/29/2025
File Name:	Request Council authorization to execute Amendment No. 1 to the Program Administration Contract with the Bluegrass Area Development District (BGADD) to increase federal recognized revenue to the allocated amount of $46,325 and to decrease the state recogn			**Final Action:**	

Title: Authorization to execute Amendment No. 1 to the Program Administration Contract with the Bluegrass Area Development District (BGADD) to increase federal recognized revenue to the allocated amount of $46,325 and to decrease the state recognized revenue to the allocated amount of $80,727 for the Title III budget for eligible reimbursable expenses for the operation of the Senior Center in FY 2026. The required grant match is reduced to $12,586.76. Budget amendment in process. (L0949-25) (Stambaugh/Allen-Bryant)

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	26-Bluesheet Memo - Senior Center Amendment 1 & 2, LEXINGTON FY26 Amendment No. 1, LEXINGTON FY26 Amendment No. 2, Unit Rate FY26, BA 13931	**Enactment Number:**	
Deed #:		**Hearing Date:**	
Drafter:	Katrina James	**Effective Date:**	

History of Legislative File

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

Text of Legislative File 0949-25

Title

Authorization to execute Amendment No. 1 to the Program Administration Contract with the Bluegrass Area Development District (BGADD) to increase federal recognized revenue to the allocated amount of $46,325 and to decrease the state recognized revenue to the

allocated amount of $80,727 for the Title III budget for eligible reimbursable expenses for the operation of the Senior Center in FY 2026. The required grant match is reduced to $12,586.76. Budget amendment in process. (L0949-25)(Stambaugh/Allen-Bryant)

Summary

Authorization to execute Amendment No. 1 to the Program Administration Contract with the Bluegrass Area Development District (BGADD) to increase federal recognized revenue to the allocated amount of $46,325 and to decrease the state recognized revenue to the allocated amount of $80,727 for the Title III budget for eligible reimbursable expenses for the operation of the Senior Center in FY 2026. The required grant match is reduced to $12,586.76. Budget amendment in process. (L0949-25)(Stambaugh/Allen-Bryant)

Budgetary Implications: Yes

Advance Document Review:

Law: Yes, Completed by Evan Thompson, 7/11/2025 and William Razor, 8/13/2025

Risk Management: N/A

Fully Budgeted: Budget amendment is in process to decrease estimated local match amount to required amount of $12,586.76.

Account Number:

This Fiscal Year Impact: $ 152,052

Annual Impact: $0

Project: SR_CITIZEN_2026

Activity: MS_GRANT

Budget Reference: 2026

Current Balance:

MAYOR LINDA GORTON

LEXINGTON

THERESA REYNOLDS
DIRECTOR
GRANTS & SPECIAL PROGRAMS

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

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

DATE: **SEPTEMBER 26, 2025**

SUBJECT: **Amendment No. 1 and 2 to Lexington Senior Center Agreement for Fiscal Year 2026**

Request: Council Authorization to execute Amendment No. 1 to the Program Administration Contract with the Bluegrass Area Development District (BGADD) to increase federal recognized revenue to the allocated amount of $46,325 and to decrease the state recognized revenue to the allocated amount of $80,727 for the Title III budget for eligible reimbursable expenses for the operation of the Senior Center in FY 2026.

Council authorization to execute Amendment No. 2 to the Program Administration Contract with BGADD to accept an additional award of $25,000 to include in the Title III budget for eligible reimbursable expenditures for FY26 Senior Center operations.

Purpose of Request: On February 6, 2025 (Resolution 039-2025) Council approved the Lexington Senior Center to submit an application in amount of $147,451 and accept an award, if offered and obligating the Urban County Government to $283,124 in local match.

For FY26, the Bluegrass Area Development District awarded funds in the amount of $152,052 under Title III of the Older Americans Act for operation of the Lexington Senior Center. The required local match for the operation of the project is 15%. This reduces the local match amount to $12,586.76.

What is the cost in this budget year and future budget years? Federal and state funds are awarded in the amount of $152,052 for the operation of the center in Fiscal Year 2026. The grant match required has decreased to $12,586.76. Funds for future budget years are dependent upon federal and state allocations.

Are the funds budgeted? Budget amendment is in process to decrease estimated local match amount to required amount of $12,586.76.

File Number: 0949-25

Director/Commissioner: Stambaugh/Allen-Bryant

MEMORANDUM

TO: Albulena Jahjaga

FROM: PaKou Vang

SUBJECT: Amendment

DATE: 7/9/2025

Enclosed is the amendment to incorporate actual FY26 budgets into your contract. Please sign the amendment notice and all the budget pages and return them to me at the ADD. Please let me know if you have any questions or concerns. Thank you!

PaKou Vang

Aging Accounting Officer
Bluegrass Area Agency on Aging
859 810-2557
pvang@bgadd.org

Bluegrass Area Agency on Aging
Bluegrass Area Development District, Inc.

Subcontract Under: AS-2025-2026
Date: July 9,2025
Amendment: #1

NOTICE OF AMENDMENT TO PROGRAM ADMINISTRATION CONTRACT

NOTICE OF AMENDMENT

Name and Address of Second Party:

Lexington-Fayette Urban County Government
Division of Community Development
Dba Lexington Senior Citizen Center
195 Life Lane
Lexington, KY 40502

Confirming the verbal agreement heretofore made between you and the Bluegrass Area Development District, Inc., the contract being a subcontract under Contract Number **AS-2025-2026** dated **July 9, 2025**, amended July 9, 2025, and in consideration of payments to you made and/or to be made thereunder, is being revised as follows:

Add Title III-B Federal Fund Budget and State budget dated July 9, 2025 to incorporate the actual FY2026 allocations.

All other terms and conditions of the contract except as modified above are hereby ratified and confirmed.

Please signify your acceptance of the above amendment to subcontract under Contract **AS-2025-2026** by affixing your signature in the space provided below.

WITNESS:

_____

FIRST PARTY: Bluegrass Area Development District, Inc.

_____
Celeste Robinson, Aging Director

WITNESS:

_____

SECOND PARTY: Lexington-Fayette Urban Co. Government
Dba Lexington Senior Citizen Center

_____
Linda Gorton, Mayor

TITLE III ALLOCATIONS & REQUIRED MATCH
FY26

County or Program	Total III B Federal	Total III B State	Total III B	15% Required Match of B**
Anderson	24,827.00	12,055.00	36,882.00	4,381.24
Bourbon	25,358.00	13,381.00	38,739.00	4,474.94
Boyle	27,144.00	17,841.00	44,985.00	4,790.12
Clark	28,158.00	20,373.00	48,531.00	4,969.06
Estill	24,763.00	11,894.00	36,657.00	4,369.94
Fayette	46,325.00	80,727.00	127,052.00	8,175.00
Franklin	30,571.00	26,400.00	56,971.00	5,394.88
Garrard	25,181.00	12,939.00	38,120.00	4,443.71
Harrison	25,680.00	14,185.00	39,865.00	4,531.76
Jessamine	30,394.00	25,958.00	56,352.00	5,363.65
Lincoln	27,707.00	19,248.00	46,955.00	4,889.47
Berea	18,914.00	22,261.00	41,175.00	3,337.76
Richmond	18,914.00	22,261.00	41,175.00	3,337.76
Mercer	26,307.00	15,752.00	42,059.00	4,642.41
Nicholas	22,397.00	5,987.00	28,384.00	3,952.41
Powell	23,298.00	8,237.00	31,535.00	4,111.41
Scott	28,801.00	21,980.00	50,781.00	5,082.53
Woodford	26,307.00	15,752.00	42,059.00	4,642.41
BGCAP Nutrition	19,853.00	34,597.00	54,450.00	3,503.47
Case Mgmt	15,000.00		15,000.00	2,647.06
Ombudsman	29,000.00		29,000.00	5,117.65
Legal	36,000.00		36,000.00	6,352.94
Totals	580,899.00	401,828.00	982,727.00	102,511.58

County or Program	Total III C-1 Federal	Total III C-1 State	Total III C-1	15% Required Match of C1**	Total III C-2 Federal	Total III C-2 State	Total III C-2	15% Required Match of C2**
Anderson	7,844.00	692.00	8,536.00	1,384.24	19,551.00	1,725.00	21,276.00	3,450.18
Bourbon	8,722.00	770.00	9,492.00	1,539.18	21,739.00	1,918.00	23,657.00	3,836.29
Boyle	11,617.00	1,025.00	12,642.00	2,050.06	28,954.00	2,555.00	31,509.00	5,109.53
Clark	13,280.00	1,172.00	14,452.00	2,343.53	33,097.00	2,920.00	36,017.00	5,840.65
Estill	7,751.00	684.00	8,435.00	1,367.82	19,318.00	1,705.00	21,023.00	3,409.06
Fayette			-	-			-	-
Franklin	17,183.00	1,516.00	18,699.00	3,032.29	42,827.00	3,779.00	46,606.00	7,557.71
Garrard	8,442.00	745.00	9,187.00	1,489.76	21,040.00	1,856.00	22,896.00	3,712.94
Harrison	9,245.00	816.00	10,061.00	1,631.47	23,042.00	2,033.00	25,075.00	4,066.24
Jessamine	16,940.00	1,495.00	18,435.00	2,989.41	42,220.00	3,725.00	45,945.00	7,450.59
Lincoln	12,551.00	1,107.00	13,658.00	2,214.88	31,281.00	2,760.00	34,041.00	5,520.18
Berea	14,513.00	1,280.50	15,793.50	2,561.12	36,169.00	3,191.50	39,360.50	6,382.76
Richmond	14,513.00	1,280.50	15,793.50	2,561.12	36,169.00	3,191.50	39,360.50	6,382.76
Mercer	10,273.00	906.00	11,179.00	1,812.88	25,602.00	2,259.00	27,861.00	4,518.00
Nicholas	3,922.00	346.00	4,268.00	692.12	9,775.00	863.00	10,638.00	1,725.00
Powell	5,379.00	475.00	5,854.00	949.24	13,406.00	1,183.00	14,589.00	2,365.76
Scott	14,325.00	1,264.00	15,589.00	2,527.94	35,704.00	3,150.00	38,854.00	6,300.71
Woodford	10,273.00	906.00	11,179.00	1,812.88	25,602.00	2,259.00	27,861.00	4,518.00
BGCAP Nutrition	186,774.00	16,480.00	203,254.00	32,960.12	465,497.00	41,073.00	506,570.00	82,146.53
Totals	373,547.00	32,960.00	406,507.00	65,920.06	930,993.00	82,146.00	1,013,139.00	164,292.89

County or Program	FY26 Total	FY26 Federal Total	15% Required Match **
Anderson	66,694.00	52,222.00	9,215.65
Bourbon	71,888.00	55,819.00	9,850.41
Boyle	89,136.00	67,715.00	11,949.71
Clark	99,000.00	74,535.00	13,153.24
Estill	66,115.00	51,832.00	9,146.82
Fayette	127,052.00	46,325.00	8,175.00
Franklin	122,276.00	90,581.00	15,984.88
Garrard	70,203.00	54,663.00	9,646.41
Harrison	75,001.00	57,967.00	10,229.47
Jessamine	120,732.00	89,554.00	15,803.65
Lincoln	94,654.00	71,539.00	12,624.53
Berea	96,329.00	69,596.00	12,281.65
Richmond	96,329.00	69,596.00	12,281.65
Mercer	81,099.00	62,182.00	10,973.29
Nicholas	43,290.00	36,094.00	6,369.53
Powell	51,978.00	42,083.00	7,426.41
Scott	105,224.00	78,830.00	13,911.18
Woodford	81,099.00	62,182.00	10,973.29
BGCAP	764,274.00	672,124.00	118,610.12
Case Mgmt	15,000.00	15,000.00	2,647.06
Ombudsman	29,000.00	29,000.00	5,117.65
Legal	36,000.00	36,000.00	6,352.94
Totals	2,402,373.00	1,885,439.00	332,724.54

Please Note: You may NOT move allocations between categories.
** This number represents only the federal match required. Most of you receive more locals funds than required to meet your match. You should continue to ask for the amount you have been receiving from local resources. Please remember that program income may not be used as match.

MEMORANDUM

TO: Kimberly Jackson

FROM: PaKou Vang

SUBJECT: Amendment

DATE: 8/12/2025

Enclosed is the amendment to incorporate actual FY26 budgets into your contract. Please sign the amendment notice and all the budget pages and return them to me at the ADD. Please let me know if you have any questions or concerns. Thank you!

PaKou Vang

Aging Accounting Officer
Bluegrass Area Agency on Aging
859 810-2557
pvang@bgadd.org



Bluegrass Area Agency on Aging
Bluegrass Area Development District, Inc.

Subcontract Under: AS-2025-2026
Date: August 12, 2025
Amendment: #2

NOTICE OF AMENDMENT TO PROGRAM ADMINISTRATION CONTRACT

NOTICE OF AMENDMENT

Name and Address of Second Party:

Lexington-Fayette Urban County Government
Division of Community Development
Dba Lexington Senior Citizen Center
195 Life Lane
Lexington, KY 40502

Confirming the verbal agreement heretofore made between you and the Bluegrass Area Development District, Inc., the contract being a subcontract under Contract Number **AS-2025-2026** dated **July 9, 2025**, amended August 12, 2025, and in consideration of payments to you made and/or to be made thereunder, is being revised as follows:

Add Title III-B Federal Unexpended Fund Budget dated August 12, 2025 to incorporate the actual FY2026 allocations.

All other terms and conditions of the contract except as modified above are hereby ratified and confirmed.

Please signify your acceptance of the above amendment to subcontract under Contract **AS-2025-2026** by affixing your signature in the space provided below.

WITNESS:

_____

FIRST PARTY: Bluegrass Area Development District, Inc.

_____
Celeste Robinson, Aging Director

WITNESS:

_____

SECOND PARTY: Lexington-Fayette Urban Co. Government
Dba Lexington Senior Citizen Center

_____
Linda Gorton, Mayor

TITLE III ALLOCATIONS & REQUIRED MATCH
FY26

County or Program	Total III B Federal	Total III B Federal Unexp	Total III B State	Total III B	15% Required Match of B**
Anderson	24,827.00		12,055.00	36,882.00	4,381.24
Bourbon	25,358.00		13,381.00	38,739.00	4,474.94
Boyle	27,144.00		17,841.00	44,985.00	4,790.12
Clark	28,158.00		20,373.00	48,531.00	4,969.06
Estill	24,763.00		11,894.00	36,657.00	4,369.94
Fayette	46,325.00	25,000.00	80,727.00	152,052.00	12,586.76
Franklin	30,571.00		26,400.00	56,971.00	5,394.88
Garrard	25,181.00		12,939.00	38,120.00	4,443.71
Harrison	25,680.00		14,185.00	39,865.00	4,531.76
Jessamine	30,394.00		25,958.00	56,352.00	5,363.65
Lincoln	27,707.00		19,248.00	46,955.00	4,889.47
Berea	18,914.00		22,261.00	41,175.00	3,337.76
Richmond	18,914.00		22,261.00	41,175.00	3,337.76
Mercer	26,307.00		15,752.00	42,059.00	4,642.41
Nicholas	22,397.00		5,987.00	28,384.00	3,952.41
Powell	23,298.00		8,237.00	31,535.00	4,111.41
Scott	28,801.00		21,980.00	50,781.00	5,082.53
Woodford	26,307.00		15,752.00	42,059.00	4,642.41
BGCAP Nutrition	19,853.00		34,597.00	54,450.00	3,503.47
Case Mgmt	15,000.00			15,000.00	2,647.06
Ombudsman	29,000.00			29,000.00	5,117.65
Legal	36,000.00			36,000.00	6,352.94
Totals	580,899.00		401,828.00	1,007,727.00	106,923.34

County or Program	FY26 Total	FY26 Federal Total	15% Required Match **
Anderson	67,199.00	52,727.00	9,304.77
Bourbon	72,449.00	56,380.00	9,949.41
Boyle	89,883.00	68,462.00	12,081.53
Clark	99,854.00	75,389.00	13,303.95
Estill	66,614.00	52,331.00	9,234.68
Fayette	152,052.00	71,325.00	12,586.76
Franklin	126,881.00	95,186.00	16,797.53
Garrard	70,746.00	55,206.00	9,742.24
Harrison	75,596.00	58,562.00	10,334.47
Jessamine	121,822.00	90,644.00	15,996.00
Lincoln	95,461.00	72,346.00	12,766.94
Berea	97,262.00	70,529.00	12,446.28
Richmond	97,262.00	70,529.00	12,446.28
Mercer	81,760.00	62,843.00	11,089.94
Nicholas	43,541.31	36,345.31	6,413.88
Powell	52,324.00	42,429.00	7,487.46
Scott	106,145.00	79,751.00	14,073.71
Woodford	81,760.00	62,843.00	11,089.94
BGCAP	827,460.46	731,648.46	129,114.43
Case Mgmt	15,000.00	15,000.00	2,647.06
Ombudsman	29,000.00	29,000.00	5,117.65
Legal	36,000.00	36,000.00	6,352.94
Totals	2,506,071.77	1,985,475.77	350,378.05

Please Note: You may NOT move allocations between categories.
** This number represents only the federal match required. Most of you receive more locals funds than required to meet your match. You should continue to ask for the amount you have been receiving from local resources. Please remember that program income may not be used as match.

Bluegrass AAAIL provider Unit Rate for FY26

Program	Service	Provider	Unit Cost
Homecare	Assessment	BGCAP	$ 56.00
	Case Management	BGCAP	$ 56.00
	Chore	Independence Assistance, Lifeline Homecare- BGAAA, All Ways Carir	$ 44.00
	Escort	Independence Assistance, Lifeline Homecare- BGAAA, All Ways Carir	$ 44.00
	Homemaker	Independence Assistance, Lifeline Homecare- BGAAA, All Ways Carir	$ 44.00
	Respite	Independence Assistance, Lifeline Homecare- BGAAA, All Ways Carir	$ 44.00
	Personal Care	Independence Assistance, Lifeline Homecare- BGAAA, All Ways Carir	$ 44.00
Title III C1- congregate	Congregate nutrition	All providers- Senior Centers	$ 6.00
Title III C-1 congregate	Congregate nutrition	BGCAP for food only	$ 4.78
Title III C2- HDM	Home delivered nutrition	All providers- Senior Centers	$ 8.00
Title III C2-HDM	Home delivered nutrition	BGCAP for food only	$ 4.78
Title III C1 and C2	Shelf Stable Meals	BGCAP	$ 5.20
Title IIIB	Case Management	BGCAP	$ 56.00
	Assessment	BGCAP	$ 56.00
	Legal Services	Legal Aide of Bluegrass	$ 52.00
	Advocacy	All providers- Senior Centers	$ 9.50
	Chore	All providers- Senior Centers	$ 44.00
	Counseling	All providers- Senior Centers	$ 16.00
	Education	All providers- Senior Centers	$ 8.00
	Employment Services	All providers- Senior Centers	$ 7.00
	Assisted Transportation	All providers- Senior Centers	$ 36.00
	Friendly Visiting	All providers- Senior Centers	$ 13.50
	Health Promotion	All providers- Senior Centers	$ 11.00
	Home Repair	All providers- Senior Centers	$ 44.00
	Homemaker	All providers- Senior Centers	$ 44.00
	Personal Care	All providers- Senior Centers	$ 44.00
	I & A	All providers- Senior Centers	$ 11.00
	Outreach	All providers- Senior Centers	$ 11.00
	Recreation	All providers- Senior Centers	$ 6.00
	Telephone Reassurance	All providers- Senior Centers	$ 9.00
	Transportation	All providers- Senior Centers	$ 9.50
Title IIIE	Respite	Independence Assistance	$ 32.00
OMB	Title IIIB	NHOA of Bluegrass	$ 27.00
	Title VII	NHOA of Bluegrass	$ 27.00
	Title VII Elder Abuse	NHOA of Bluegrass	$ 27.00
	State LTC OMB	NHOA of Bluegrass	$ 27.00
SHIP		Legal Aide of Bluegrass	$ 52.00

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LFUCG Budget Amendment Request Form

Requester: Moore,Celia E **Date:** 09/30/2025 **Status:** Budget Director Approved **Amend Nbr:** 13931

***Business Unit:** LFUCG ***Journal Date:** 09/30/2025 ***Budget Period:** 2026 **Bid:** ☐ **Admin Review:** ☐

Personnel, Operating & Capital Accounts

Personalize | Find | View 3 | First 1-7 of 7 Last

	Fund	Dept	Section	Account	Description	Amount	Division	Department	Journal ID
1	3190	606102	6081	63111	Civil Service Salaries	-73,941.98	KSTAMBAU	059223	
2	3190	606102	6081	63121	Non-Civil Service Salaries	-91,340.19	KSTAMBAU	059223	
3	3190	606102	6081	63511	Pension Contributions	-30,775.54	KSTAMBAU	059223	
4	3190	606102	6081	63615	BP - UCG	-16,528.22	KSTAMBAU	059223	
5	3190	606102	6081	63621	FICA	-11,272.24	KSTAMBAU	059223	
6	3190	606102	6081	63622	Unemployment Insurance	-41.82	KSTAMBAU	059223	
7	3190	606102	6081	63624	Medicare Expense	-2,636.25	KSTAMBAU	059223	

Revenue Accounts

Personalize | Find | View All | First 1-3 of 3 Last

	Fund	Dept	Section	Account	Description	Amount	Division	Department	Journal ID
1	3190	606102	6081	44010	Intergovernmental - Federal	26,034.00	KSTAMBAU	059223	
2	3190	606102	6081	44010	Intergovernmental - Federal	-21,433.00	KSTAMBAU	059223	
3	3190	606102	6081	45911	Transfer From General Service	-231,137.24	KSTAMBAU	059223	

Project/Grant Revenue

Project/Grant Expenditures

Comments:

To update grant budget for Senior Citizens FY 2026 based on actual award for federal and state revenues and reduce required grant match from the General Fund.

Net Amend Amt: 0.00