Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Docket

Tuesday, May 27, 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 **0523-25**

Attachments: TOM 051325

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 **0517-25** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute an Agreement related to Council Capital Project Expenditure Funds with Lexington-Fayette Urban County Government Div. of Streets and Roads ($10,345) for the Office of the Urban County Council, at a cost not to exceed the sum stated. [Council Office, Hall]

Attachments: Capital List 5.27.25
Reso 0517-25 Council Capital (5-27-25) 4927-6213-0503 v.1.docx
R-273-2025

b **0519-25** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute Agreements related to Neighborhood Development Funds with Squire Oak Homeowners Association, Inc. ($891.31); Georgetown Street Area Neighborhood Association, Inc. ($1,300.00); Lexington-Fayette Urban County Government Div. of Community Corrections ($705.00); Ellerslie at Delong Homeowners Association, Inc. ($3,000.00); Rosemill Neighbors Association, Inc. ($1,000.00); Access Language Solutions, Inc ($949.22); Lexington Housing for the Handicapped,

Inc. ($500.00); Lexington Children's Museum, Inc. ($1,000.00); FaithPointe Ministries, Inc. ($1,000.00); Meadowcreek Neighborhood Association, Inc. ($1,000.00); Fayette County Farm Bureau Education Foundation, Inc. ($500.00); Friends of the Lexington Senior Center Inc. ($1,000.00); Lexington-Fayette Urban County Government Div. of Aging and Disability Services ($1,000.00); Ky. Health Justice Network, Inc. ($750.00); WWBoosters Club Ltd. ($750.00); Winburn Neighborhood Association, Inc. ($700.00); East End Community Development Corporation ($400.00); Stars Inc. ($350.00); Oakwood Neighborhood Association, Inc. ($700.00); the Citizen's Fire Academy Alumni Association of Lexington, Ky., Inc. ($2,572.00); Ky. Lions Eye Foundation, Inc. ($700.00); Jubilee Jobs of Lexington, Inc. ($850.00); African American Arts Association Inc. ($1,625.00); Friends of Ky. Theatre, Inc. ($3,185.00); Cherokee Park Neighborhood Association, Inc. ($2,750.00); A Different World, Inc. ($700.00); Fraternal Order of Police, Town Branch Lodge #83, Inc. ($2,500.00); Lexington Christian Academy, Inc. ($300.00); Seedleaf, Inc. ($1,700.00); Phoenix Rising of Lexington Ky., Inc. ($1,150.00); Lexington Gay Services Organization, Inc. ($2,650.00); Greenhouse17, Inc. ($2,005.00); Sisters & Supporters Working Against Gun Violence Inc ($1,550.00); True Jurnee Limited ($500.00); Fayette County Military Suicide Prevention Coalition Corp. ($2,600.00); Bluegrass Greensource, Inc. ($2,100.00); Idle Hour Neighbors Alliance, Inc. ($1,390.00); and Junior League of Lexington ($1,000.00), for the Office of the Urban County Council, at a cost not to exceed the sum stated. [Council Office, Hall]

Attachments:
NDF List 5.27.25
RESO 0519-25 NDF List 5-27-2025 4921-4950-1255 v.1.docx
R-247-2025
Contract #141-2025 East End
Contract #141-2025 Squire Oak Homeowners Assoc
Contract #141-2025 Fayette Co Farm Bureau
Contract #141-2025 - Fraternal Police Lodge #83
Contract #141-2025 -Ellerslie
Contract #141-2025 Access Language Solutions
Contract #141-2025- Sisters and Supporters working against gun violence
Contract #141-2025 Cherokee Park Neighborhood
Contract #141-2025 Lex Housing for the Handicapped
Contract #141-2025 Lex Lions
Contract #141-2025 Winburn Neighborhood
Contract #141-2025- Citizens Fire Academy Alumni
Contract #141-2025- Junior League of Lexington
Contract #141-2025 Idle Hour Neighbors'
Contract #141-2025 Military Suicide Prevention
Contract #141-2025 Faithpointe Ministries
Contract #141-2025 Jubilee Jobs
Contract #141-2025 STARS
Contract #141-2025 -African American Arts
Contract #141-2025-A Different World
Contract #141-2025 Greenhouse 17
Contract #141-2025 Oakwood
Contract #141-2025 Meadowcreek
Contract #141-2025 LCA
Contract #141-2025- Tru Jurnee Limited
Contract #141-2025 Health Justice Network
Contract #141-2025 Lexington Gay Services
Contract #141-2025 Rosemill
Contract #141-2025 Georgetown Street
Contract #141-2025 - Phoenix Rising

XI. Council Reports

XII. Public Comment - Issues Not on Agenda

XIII. Adjournment

Administrative Synopsis - New Business Items

a **0480-25** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute Change Order #1 to the Engineering Services Agreement with Webster Environmental Associates' for work associated with the Sewer Odor Control Master Planning and Program Management Services, for the Div. of Water Quality, increasing the cost of the Engineering Services Agreement by $1,572,038. [Div. of Water Quality, Martin]

Attachments: Blue Sheet Memo.2
Change_ Order_20250423_0001
RESO 0480-25 4901-3723-7831 v.1.docx
R-261-2025

b **0484-25** A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute Change Order No. 1 to the Grant Award Agreement with Cardinal Valley Neighborhood Association, for a Stormwater Quality Project, terminating the Grant Award in its entirety, in the amount of $3,412.60. [Div. of Water Quality, Martin]

Attachments: Blue Sheet Memo
Map
Contract_
RESO 0484-25 Change Order 1 Stormwater Quality Grant Cardinal Valley Ne
R-262-2025

c **0489-25** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute a Purchase of Service Agreement with the Lexington Pride Center to support the Annual LGBTQ Festival, at a cost not to exceed $5,000. [Mayor's Office, Scott]

Attachments: Pride Festival PSA
Pride Festival Agreement 2025 - Signed By Pride Center
RESO 0489-25 Pride Festival 2025 4912-6131-8725 v.1.docx
R-242-2025

d **0497-25** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute Change Order No. 1 to the FY24 Stormwater Quality Projects Incentive Grant Agreement with the University of Ky. Research Foundation, canceling a Stormwater Quality Project, decreasing the Contract by the sum of $316,126.75, from $316,126.75 to $0.00. [Div. of Water Quality, Martin]

Attachments: Blue Sheet Memo
Contract and Map
0497-25 finalchange order reso 4916-6030-1125 v.1.docx
R-263-2025

e **0498-25** A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute a Purchase of Service Agreement with EHI Consultants for the purpose of performing the Comprehensive Opportunity Assessment for a period of nine (9) months, at a cost not to exceed $145,000. [Mayor's Office, Scott]

Attachments: Opportunity Assessment Blue Sheet
Equity Assessment PSA
Exhibit C
EHI Proposal
Opportunity Assessment RFP
0498-25 - EHI Consultants for Comprehensive Opportunity Assessment 4900
R-243-2025
Contract #146-2025

f **0501-25** A Resolution establishing Medical Debt Resolution, Inc. d/b/a Undue Medical Debt as a sole source provider for the Medical Debt Relief Initiative for the Urban County Council, and authorizing the Mayor's designee to execute an Agreement with Medical Debt Resolution, Inc. d/b/a Undue Medical Debt, for procurement of services relating to the abolishment of qualifying medical debt for eligible Lexington-Fayette County residents, at a cost not to exceed $1,000,000, and further authorizing and directing the Office of Chief Administrative Officer to report to Council in six months and to take any other necessary actions to effectuate this Agreement. [Office of Chief Administrative Officer, Hamilton]

Attachments: Bluesheet Memo_Undue
Undue Medical Debt Contract
Lexington Undue Budget
RESO 501-25 Undue Medical Debt 4923-4677-8437 v.1.docx
[AMENDED] RESO 501-25 Undue Medical Debt 4923-4677-8437 v.2.docx
Contract #154-2025
R-264-2025

g **0502-25** A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute a Purchase of Service Agreement with Conscious Consulting LLC, pursuant to RFP No. 13-2025, for a city-wide gun violence prevention campaign, at a cost not to exceed $40,000. [Dept. of Social Services, Allen-Bryant]

Attachments: 0506-25 Bluesheet Memo Conscious Consulting Gun Violence Campaign RFI
Gun Violence Prevention Campaign RFP PSA & Exhibits
RESO 0502-25 Gun Violence Prevention Campaign 4922-8918-4581 v.1.docx
R-265-2025

h **0503-25** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute an Agreement and accept Federal funds in the amount of $1,500,000 from the Ky. Transportation Cabinet as funded under the National Highway Funds (NH) Program for the design of the Versailles Rd. Corridor Improvement Project, the acceptance obligates LFUCG to $375,000 in local match, and authorizing the Mayor to transfer unencumbered funds within the Grant Budget. [Div. of Engineering, Burton]

Attachments: 25- Blue Sheet Memo - Versailles Rd Corridor Improvements
2025 05 02 LFUCG- Versailles 07-80306.00 - MOA from KYTC
BA 13725
2025 05 14 Versailles Road Site Location Map
FY 2025-2028 TIP mod 7 memo - FINAL
503-25 grant ky trans cab 4910-0522-8870 v.1.docx
R-266-2025
Contract #168-2025

i **0504-25** A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute an Agreement awarding a Class B (Infrastructure) Incentive Grant to the University of Ky. Research Foundation, for a Stormwater Quality Project, at a cost not to exceed $41,034. [Div. of Water Quality, Martin]

Attachments: Blue Sheet Memo
FY25 Class B Inf UKRF (Hope Lodge) GAA ATTACHMENT A_Grantee Signe
FY25 Class BI - UKRF (Hope Lodge) (Feasibility) - Council Map full
0504-25 UK feasiiblity hope lodge 4923-2968-5829 v.1.docx
R-267-2025
Contract #158-2025

j **0505-25** A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute an Agreement awarding a Class B (Infrastructure) Incentive Grant to the University of Ky. Research Foundation, for a Stormwater Quality Project, at a cost not to exceed $322,000. [Div. of Water Quality, Martin]

Attachments: Blue Sheet Memo
FY 2024 UKRF Class B Infra - Council map
FY25 Class B Inf UKRF (Athletics Complex) GAA ATTACHMENT A_Grantee
0505-25 incentive UK RESEARCH 4912-5456-7749 v.1.docx
Contract #159-2025
0505-25 incentive UK RESEARCH 4912-5456-7749 v.1.docx
R-268-2025

k **0506-25** A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute an Agreement (awarded pursuant to RFP No. 10-2025) with Ky. Engineering Group, LLC, for investigation and design services for West Hickman Ash Tank Blower Improvements, at a cost not to exceed $156,300. [Div. of Water Quality, Martin]

Attachments: Blue Sheet Memo
Non Consent Decree ESA 2025 WH ASH Tank Blower Improvements
0506-25 KENTUCKY ENGINEERING blower 4912-3345-3125 v.1.docx
R-269-2025
Contract #165-2025

l **0507-25** A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute Change Order No. 2 to the Agreement with HDR Engineering, for the Citation Boulevard Phase IIIA Project, increasing the Contract price by the sum of $65,868, from $451,380 to $517,248. [Div. of Engineering, Burton]

Attachments: Citation Boulevard Phase IIIA - Bluesheet Memo - CO#2.pdf
CO2 CITIIIA.pdf
RESO 0507-25 Change Order 2 HDR Engineering Citation 3a 4935-3495-123
R-270-2025
Contract #084-2018

m **0509-25** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute Change Order No. 5 to the Professional Services Agreement with Gresham Smith, for Phase II Construction for the Legacy Business Park, increasing the Contract by the sum of $548,000, from $3,340,305 to $3,888,305. [Mayor's Office, Bencz]

Attachments: bluesheet memo - Legacy Business Park Change Order 5 20250515
LBP_Project_Change_Notice6
Change Order 5 - LBP - pending signature
RESO 509-25 Change order 5 Gresham Smith Legacy Business Park 4916-0
R-244-2025
Contract #137-2025

n **0510-25** A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute Change Order No. 1 to the Contract with HDR Engineering, Inc., for engineering services for the Citation Boulevard Phase 111B Project, increasing the Contract price by the sum of $75,123, from $249,802 to $324,925. [Div. of Engineering, Burton]

Attachments: 25 - Blue Sheet Memo - Citation Blvd IIIB CM No. 1
Citation Blvd 111B - Change Order No. 1
KYTC Letter Citation Blvd IIIB
Resolution 165-2025
510-25 change order 1 hdr 4924-3188-0262 v.1.docx
R-271-2025

o **0511-25** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to accept $10,000,000 in Federal funds from the Dept. of Housing and Urban Development (HUD) as an Economic Development Initiative/Community Project Funding (CPF) Award for the Legacy Business Park Infrastructure Installation Project, and authorizing the Mayor to execute an Agreement, and any other documents necessary, in order to accept these funds, and further authorizing the Mayor to transfer unencumbered funds within the Grant Budget. [Mayor's Office, Bencz]

Attachments: 25- Blue Sheet Memo -CPF Award Legacy Business Park
BA 13727
B-24-CP-KY-0890_FY24_CPF_Grant_Agreement_v1_signed
B-24-CP-KY-0890_FY24_CPF_Grant_Award_Letter_of_Invitation_v1
Resolution 127-2023
RESO 0511-25 Legacy Business Park Grant 4927-1377-7990 v.1.docx
R-245-2025

p **0512-25** An Ordinance amending the authorized strength by abolishing one (1) classified position of Skilled Trades Worker, Grade 515N, and creating one (1) position of Vehicle and Equipment Mechanic, Grade 514N, all in the Div. of Parks and Recreation, effective upon passage of Council. [Div. of Human Resources, George]

Attachments: Bluesheet Memo 25-0050
From to 25-0050
HR Fiscal Impact- 25-0050
ORD 0512-25 Abolishing Skilled Trades Worker and Vehicle and Equipment M
O-039-2025

q **0513-25** An Ordinance amending the authorized strength by abolishing two (2) classified positions of Heavy Equipment Technician, Grade 519N, in the Div. of Facilities and Fleet Management, effective upon passage of Council. [Div. of Human Resources, George]

Attachments: Bluesheet Memo 25-0051
From to 25.0051
ORD 0513-25 Abolshing heavy equipment tech 4898-0910-5989 v.1.docx
O-040-2025

r **0514-25** A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute a Salary Data Agreement with Salary.com for access to salary research and salary studies for all classified and unclassified positions, for the Div. of Human Resources, at a cost not to exceed $10,700 in Fiscal Year 2026, subject to sufficient funds being appropriated. [Div. of Human Resources, George]

Attachments: Bluesheet Memo 25-0052
FY26 Agreement
RESO 514-25 Salary.com Agreement 4904-2245-7669 v.1.docx
R-272-2025
Contract #164-2025

s **0522-25** A Resolution authorizing and directing the Mayor or her designee, on behalf of the Urban County Government, to execute all necessary documents related to the assignment and assumption of the rights and obligations related to the Summit Tax Increment Financing (TIF) Project, at no cost to the Urban County Government. [Dept. of Finance, Hensley]

Attachments:

Memo - Summit TIF Reassignment
ASSIGNMENT AND ASSUMPTION OF Financing Agreement
ASSIGNMENT AND ASSUMPTION OF Local Participation Agreement
ASSIGNMENT AND ASSUMPTION OF MASTER DEVELOPMENT AGREEM
LFUCG Estoppel Certificate draft 5.20.25 (compared with LFUCG Estoppel C
LFUCG Estoppel Certificate draft 5.20.25
RESO 522-25 Assignment and Assumption Summit TIF 4906-8754-4903 v.1.
R-246-2025
Contract #213-2025

Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0523-25

File ID:	0523-25	**Type:**	Summary	**Status:**	Approved
Version:	1	**Contract #:**		**In Control:**	Urban County Council
				File Created:	05/22/2025
File Name:	Table of Motions: Council Work Session, May 13, 2025			**Final Action:**	05/27/2025

Title:

Notes:

Sponsors:

Attachments: TOM 051325

Deed #:

Drafter:

Enactment Date:

Enactment Number:

Hearing Date:

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	05/27/2025	Approved				Pass

Text of Legislative File 0523-25

Summary

Table of Motions: Council Work Session, May 13, 2025

URBAN COUNTY COUNCIL
WORK SESSION
TABLE OF MOTIONS
May 13, 2025

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

I. Public Comment – Issues on Agenda

II. Requested Rezonings/Docket Approval

III. Approval of Summary

Motion by Curtis to approve the May 6, 2025 Work Session Summary. Seconded by Gray. Motion passed without dissent.

IV. Budget Amendments

V. Budget Adjustments – For Information Only

VI. New Business

Motion by Reynolds to approve New Business. Seconded by Curtis. Motion passed without dissent.

VII. Communications from the Mayor- Appointments

VIII. Communications from the Mayor- Donations

IX. Communications from the Mayor- Procurements

X. Continuing Business/Presentations

Motion by Ellinger to approve Council Capital Projects. Seconded by Curtis. Motion passed without dissent.

LeGris provided a summary of the April 22, 2025, Environmental Quality & Public Works Committee.

Council continued the discussion of the proposed ZOTA received from the Planning Commission related to HB443, which was carried over from the May 6, 2025 Council Work Session.

Motion by Brown to require the applicant in the development plan process to post signage at the development site announcing plans and include the Division of Planning contact information; mandate that the Planning Commission agenda include a list of recent certified development plans, and provide opportunity for public comment about certified

development plans at the Planning Commission meeting immediately following the aforementioned agenda item. Seconded by Ellinger. Motion passed without dissent.

Motion by Brown to amend the ZOTA to delete Sec. 12-9(b). Seconded by Baxter. Motion passed without dissent.

Motion by Brown to amend the ZOTA, Sec. 12-9(c) to read: loading docks, trash collection areas, and outdoor storage of items not intended for sale shall not be located within the front yard. Accessory outdoor sales areas for merchandise shall be permitted within the front yard. Seconded by Baxter. Motion passed without dissent.

Motion by Reynolds to amend the ZOTA, Sec. 12-9(d) to read: sidewalks a minimum of five (5) feet in width are required along the full length of any exterior wall featuring a customer entrance or an abutting off-street parking lot, and along sides of the lot that abut a public or private street. Seconded by Wu. Motion passed without dissent.

Motion by Reynolds to amend Sec. 12-9(f) to read: sidewalks a minimum of five (5) feet in width shall be provided to connect the customer entrance locations to the public or private right-of-way. A maximum of two (2) crosswalks are allowed to make the connection. Seconded by Baxter. Motion passed without dissent.

Motion by Reynolds to refer to the General Government and Planning Committee, Sec. 16-6 (a)(3)(c) of the ZOTA. Seconded by Curtis. Motion failed 5 -10 (Yes- Beasley, Boone, Ellinger II, Baxter, Reynolds. No- Brown, Curtis, Gray, Hale, LeGris, Lynch, Morton, Sevigny, Sheehan, Wu).

Motion by Reynolds to amend the ZOTA, Sec. 12-8(h)(1) to read: for all commercial centers abutting a transit route, a minimum of one (1) transit shelter with seating shall be provided on such route, and shall have sidewalk connections a minimum of five (5) feet in width to both the internal and perimeter pedestrian circulation systems. Such transit shelter shall not be required when an existing transit shelter is present within 1/4 mile of the development along the same side of the roadway, and connected to the development with a continuous pedestrian network. Seconded by Wu. Motion passed without dissent.

Motion by Reynolds to amend the ZOTA, Sec. 21-9(a)(1)(c)(i) to read: The applicant has incorporated other design measures that exceed the minimums of the zone and mitigate for non-compliance with the requirements to be waived (net beneficial effect). Seconded by Baxter. Motion passed without dissent.

Motion by Reynolds to amend the ZOTA, Sec. 21-9(e) to read: The Commission may impose additional conditions or restrictions intended to mitigate the specific impact of the modification or waiver. These conditions or restrictions shall be noted on the plan and are only able to be modified by the Planning Commission. Seconded by Gray. Motion passed without dissent.

Motion by Baxter to amend the ZOTA, Sec. 18-3(b)(4)(c) to read: Every other row of double-loaded parking requires a continuous interior landscape area of a minimum of eight (8) feet in width when trees are provided. Seconded by Reynolds. Motion failed 7 – 8 (Yes- Beasley,

Brown, Ellinger II, Baxter, Gray, Reynolds, Sevigny. No- Boone, Curtis, Hale, LeGris, Lynch, Morton, Sheehan, Wu).

Motion by Baxter to amend the ZOTA, Sec. 16-12(d) to read: 50% or greater of the required bicycle parking for multi-family developments shall be covered and either located directly adjacent to the structure, or in a location internal to the structure. Bicycle parking shall be allocated proportionately between the residential structures on a development based on the number of residential units in each structure. Seconded by Beasley. Motion passed without dissent.

Motion by Baxter to replace Sec. 16-15 of the ZOTA with language presented to Council and displayed on screen. Seconded by Beasley. Motion passed without dissent.

Motion by Baxter to refer Sec. 16-9 of the ZOTA to the General Government & Planning Committee. Seconded by Reynolds. Motion passed 8 – 6 (Yes- Boone, Brown, Ellinger II, Baxter, Hale, Lynch, Morton, Reynolds. No- Curtis, Gray, LeGris, Sevigny, Sheehan, Wu. Beasley was absent.)

Motion by Morton to amend the ZOTA, Sec. 21-4(c) to add: the applicant shall provide mailed notification of the development plan to all property owners within a 250-foot radius of the subject property. Addresses shall be obtained using current available data from the Property Valuation Administrator. Such notice shall be given no less than ten (10) calendar days prior to the Technical Review Committee at which the request is to be considered, as amended. Seconded by Curtis. Motion passed 11 – 3 (Yes- Boone, Brown, Curtis, Ellinger II, Hale, LeGris, Lynch, Morton, Reynolds, Sheehan, Wu. No- Baxter, Gray, Sevigny. Beasley was absent.)

Motion by Curtis to amend the previous motion to add: the applicant shall provide mailed notification of the development plan to all property owners and occupants within a 250-foot radius of the subject property. Seconded by Morton. Motion passed 11 -3 (Yes- Boone, Curtis, Ellinger II, Gray, Hale, LeGris, Lynch, Morton, Reynolds, Sheehan, Wu. No- Brown, Baxter, Sevigny. Beasley was absent.)

Motion by Lynch to amend the ZOTA, Sec. 21-4(c) to add: the mailed notification shall state when the development plan has been filed, the address of the property to be developed, information about how to find the file of the development plan, and contact information for the Division of Planning. Seconded by Gray. Motion passed 10 – 3 (Yes- Boone, Curtis, Ellinger II, Hale, LeGris, Lynch, Morton, Sevigny, Sheehan, Wu. No- Brown, Baxter, Reynolds. Beasley was absent. Gray did not vote.)

Motion by Morton to amend the ZOTA, Sec. 21-9(b) to read: Following receipt of a completed application, the applicant shall provide notice of the request for modification to property owners within a 250-foot radius of the proposal now under consideration for waiver. Addresses shall be obtained using current available data from the from the Property Valuation Administrator. Such notice shall be given no less than ten (10) calendar days prior to the meeting at which the request is to be considered. Seconded by Gray.

Motion by Reynolds to amend the motion on the floor to place the proposed amendment into the General Government and Planning Committee. Seconded by Curtis. Motion passed without dissent.

Motion by Baxter to place the ZOTA, as amended, on the May 29, 2025, Council Meeting Docket. Seconded by Curtis. Motion passed without dissent.

XI. Council Reports

Motion by LeGris to place on the docket for the May 29, 2025, Council Meeting, a resolution amending Resolution 684-2004 to revise various parking restrictions on Cherokee Park. Seconded by Motion. Motion passed without dissent.

XII. Public Comment – Issues Not on Agenda

XIII. Adjournment

Wu adjourned the meeting at 6:50 p.m.

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0517-25

File ID:	0517-25	**Type:**	Resolution	**Status:**	Approved
Version:	1	**Contract #:**		**In Control:**	Urban County Council
				File Created:	05/21/2025
File Name:	Capital List 5/27/25			**Final Action:**	06/12/2025

Title: A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute an Agreement related to Council Capital Project Expenditure Funds with Lexington-Fayette Urban County Government Div. of Streets and Roads ($10,345) for the Office of the Urban County Council, at a cost not to exceed the sum stated. [Council Office, Hall]

Notes:

Sponsors:		**Enactment Date:**	06/12/2025
Attachments:	Capital List 5.27.25, Reso 0517-25 Council Capital (5-27-25) 4927-6213-0503 v.1.docx, R-273-2025	**Enactment Number:**	R-273-2025
Deed #:		**Hearing Date:**	
Drafter:		**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	05/27/2025	Approved and Referred to Docket	Urban County Council	05/29/2025		Pass
1	Urban County Council	05/29/2025	Received First Reading	Urban County Council	06/12/2025		
1	Urban County Council	06/12/2025	Approved				Pass

Text of Legislative File 0517-25

Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute an Agreement related to Council Capital Project Expenditure Funds with Lexington-Fayette Urban County Government Div. of Streets and Roads ($10,345) for the Office of the Urban County Council, at a cost not to exceed the sum stated. [Council Office, Hall]

Summary

Organization:

LFUCG - Streets and Roads

Rob Allen

1105-121001-0001-71102

Purpose:

For sidewalk work in the Montclair neighborhood on Summit Drive and Cooper Drive

Amount:

$ 10,345.00

Council Capital Projects
May 27, 2025
Work Session

Amount	Recipient	Purpose
$ 10,345.00	LFUCG - Streets and Roads Rob Allen 1105-303301-0001-71299	For sidewalk work in the Montclair neighborhood on Summit Drive and Cooper Drive

RESOLUTION NO. _____ - 2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT RELATED TO COUNCIL CAPITAL PROJECT EXPENDITURE FUNDS WITH LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT DIVISION OF STREETS AND ROADS ($10,345.00), FOR THE OFFICE OF THE URBAN COUNTY COUNCIL, AT A COST NOT TO EXCEED THE SUM STATED.

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

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

Section 2 – That an amount, not to exceed the sum stated, be and hereby is approved for payment or transfer to Lexington-Fayette Urban County Government Division of Streets and Roads ($10,345.00) from account #1105-121002-91715, from various Council Districts, pursuant to the terms of the agreement.

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

PASSED URBAN COUNTY COUNCIL:

_____
MAYOR

ATTEST:

_____
CLERK OF URBAN COUNTY COUNCIL
0517-25:GET: 4927-6213-0503, v. 1

RESOLUTION NO. 273 - 2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT RELATED TO COUNCIL CAPITAL PROJECT EXPENDITURE FUNDS WITH LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT DIVISION OF STREETS AND ROADS ($10,345.00), FOR THE OFFICE OF THE URBAN COUNTY COUNCIL, AT A COST NOT TO EXCEED THE SUM STATED.

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

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

Section 2 – That an amount, not to exceed the sum stated, be and hereby is approved for payment or transfer to Lexington-Fayette Urban County Government Division of Streets and Roads ($10,345.00) from account #1105-121002-91715, from various Council Districts, pursuant to the terms of the agreement.

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

PASSED URBAN COUNTY COUNCIL: June 12, 2025

Linda Gorton
MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0517-25:GET: 4927-6213-0503, v. 1

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0519-25

File ID:	0519-25	**Type:**	Resolution	**Status:**	Approved
Version:	1	**Contract #:**	141-2025	**In Control:**	Urban County Council
				File Created:	05/21/2025
File Name:	NDF List 5/27/25			**Final Action:**	05/29/2025

Title: A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute Agreements related to Neighborhood Development Funds with Squire Oak Homeowners Association, Inc. ($891.31); Georgetown Street Area Neighborhood Association, Inc. ($1,300.00); Lexington-Fayette Urban County Government Div. of Community Corrections ($705.00); Ellerslie at Delong Homeowners Association, Inc. ($3,000.00); Rosemill Neighbors Association, Inc. ($1,000.00); Access Language Solutions, Inc ($949.22); Lexington Housing for the Handicapped, Inc. ($500.00); Lexington Children's Museum, Inc. ($1,000.00); FaithPointe Ministries, Inc. ($1,000.00); Meadowcreek Neighborhood Association, Inc. ($1,000.00); Fayette County Farm Bureau Education Foundation, Inc. ($500.00); Friends of the Lexington Senior Center Inc. ($1,000.00); Lexington-Fayette Urban County Government Div. of Aging and Disability Services ($1,000.00); Ky. Health Justice Network, Inc. ($750.00); WWBoosters Club Ltd. ($750.00); Winburn Neighborhood Association, Inc. ($700.00); East End Community Development Corporation ($400.00); Stars Inc. ($350.00); Oakwood Neighborhood Association, Inc. ($700.00); the Citizen's Fire Academy Alumni Association of Lexington, Ky., Inc. ($2,572.00); Ky. Lions Eye Foundation, Inc. ($700.00); Jubilee Jobs of Lexington, Inc. ($850.00); African American Arts Association Inc. ($1,625.00); Friends of Ky. Theatre, Inc. ($3,185.00); Cherokee Park Neighborhood Association, Inc. ($2,750.00); A Different World, Inc. ($700.00); Fraternal Order of Police, Town Branch Lodge #83, Inc. ($2,500.00); Lexington Christian Academy, Inc. ($300.00); Seedleaf, Inc. ($1,700.00); Phoenix Rising of Lexington Ky., Inc. ($1,150.00); Lexington Gay Services Organization, Inc. ($2,650.00); Greenhouse17, Inc. ($2,005.00); Sisters & Supporters Working Against Gun Violence Inc ($1,550.00); True Jurnee Limited ($500.00); Fayette County Military Suicide Prevention Coalition Corp. ($2,600.00); Bluegrass Greensource, Inc. ($2,100.00); Idle Hour Neighbors Alliance, Inc. ($1,390.00); and Junior League of Lexington ($1,000.00), for the Office of the Urban County Council, at a cost not to exceed the sum stated. [Council Office, Hall]

Notes: Seedleaf Inc, Kentucky Theatre, Bluegrass Greensource, Ellerslie, Access Language, Sisters & Supporters, Cherokee Park, Housing for the Handicapped, Lions Eye Foundation, WInburn, Fire Academy, Jubilee Jobs, Faithpointe Ministries, Fayette County Military Suicide Prevention

Coalition, Idle Hour, Junior League stamped and filed on 6/3/2025. MS

FOP and Georgetown SAF in the CCO 6/4/2025. MS

STARS, Rosemill Neighbors, Lexington Gay Services, KY Health Justice Network, True Jurnee, Lexington Christian Academy, Meadowcreek Neighborhood, Oakwood, Greenhouse17, A Different World, African American Arts Association stamped and filed in the cco 6/10/2025. MS

Phoenix Rising 7/8/2025. MS

Sponsors:

Enactment Date: 05/29/2025

Attachments: NDF List 5.27.25, RESO 0519-25 NDF List 5-27-2025 4921-4950-1255 v.1.docx, R-247-2025, Contract #141-2025 East End, Contract #141-2025 Squire Oak Homeowners Assoc, Contract #141-2025 Fayette Co Farm Bureau, Contract #141-2025 - Fraternal Police Lodge #83, Contract #141-2025 -Ellerslie, Contract #141-2025 Access Language Solutions, Contract #141-2025- Sisters and Supporters working against gun violence, Contract #141-2025 Cherokee Park Neighborhood, Contract #141-2025 Lex Housing for the Handicapped, Contract #141-2025 Lex Lions, Contract #141-2025 Winburn Neighborhood, Contract #141-2025- Citizens Fire Academy Alumni, Contract #141-2025- Junior League of Lexington, Contract #141-2025 Idle Hour Neighbors', Contract #141-2025 Military Suicide Prevention, Contract #141-2025 Faithpointe Ministries, Contract #141-2025 Jubilee Jobs, Contract #141-2025 STARS, Contract #141-2025 -African American Arts, Contract #141-2025-A Different World, Contract #141-2025 Greenhouse 17, Contract #141-2025 Oakwood, Contract #141-2025 Meadowcreek, Contract #141-2025 LCA, Contract #141-2025- Tru Jurnee Limited, Contract #141-2025 Health Justice Network, Contract #141-2025 Lexington Gay Services, Contract #141-2025 Rosemill, Contract #141-2025 Georgetown Street, Contract #141-2025 - Phoenix Rising

Enactment Number: R-247-2025

Deed #:

Hearing Date:

Drafter:

Effective Date:

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	05/27/2025	Approved and Referred to Docket	Urban County Council	05/29/2025		Pass
1	Urban County Council	05/29/2025	Received First Reading	Urban County Council	05/29/2025		
1	Urban County Council	05/29/2025	Suspended Rules for Second Reading				Pass
1	Urban County Council	05/29/2025	Approved				Pass

Text of Legislative File 0519-25

Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute Agreements related to Neighborhood Development Funds with Squire Oak Homeowners Association, Inc. ($891.31); Georgetown Street Area Neighborhood Association, Inc. ($1,300.00); Lexington-Fayette Urban County Government Div. of Community Corrections ($705.00); Ellerslie at Delong Homeowners Association, Inc. ($3,000.00); Rosemill Neighbors Association, Inc. ($1,000.00); Access Language Solutions, Inc ($949.22); Lexington Housing for the Handicapped, Inc. ($500.00); Lexington Children's Museum, Inc. ($1,000.00); FaithPointe Ministries, Inc. ($1,000.00); Meadowcreek Neighborhood Association, Inc. ($1,000.00); Fayette County Farm Bureau Education Foundation, Inc. ($500.00); Friends of the Lexington Senior Center Inc. ($1,000.00); Lexington-Fayette Urban County Government Div. of Aging and Disability Services ($1,000.00); Ky. Health Justice Network, Inc. ($750.00); WWBoosters Club Ltd. ($750.00); Winburn Neighborhood Association, Inc. ($700.00); East End Community Development Corporation ($400.00); Stars Inc. ($350.00); Oakwood Neighborhood Association, Inc. ($700.00); the Citizen's Fire Academy Alumni Association of Lexington, Ky., Inc. ($2,572.00); Ky. Lions Eye Foundation, Inc. ($700.00); Jubilee Jobs of Lexington, Inc. ($850.00); African American Arts Association Inc. ($1,625.00); Friends of Ky. Theatre, Inc. ($3,185.00); Cherokee Park Neighborhood Association, Inc. ($2,750.00); A Different World, Inc. ($700.00); Fraternal Order of Police, Town Branch Lodge #83, Inc. ($2,500.00); Lexington Christian Academy, Inc. ($300.00); Seedleaf, Inc. ($1,700.00); Phoenix Rising of Lexington Ky., Inc. ($1,150.00); Lexington Gay Services Organization, Inc. ($2,650.00); Greenhouse17, Inc. ($2,005.00); Sisters & Supporters Working Against Gun Violence Inc ($1,550.00); True Jurnee Limited ($500.00); Fayette County Military Suicide Prevention Coalition Corp. ($2,600.00); Bluegrass Greensource, Inc. ($2,100.00); Idle Hour Neighbors Alliance, Inc. ($1,390.00); and Junior League of Lexington ($1,000.00), for the Office of the Urban County Council, at a cost not to exceed the sum stated. [Council Office, Hall]

Summary

Organization:

Squire Oak Homeowners Association, Inc.

David Lowe

PO Box 24002

Lexington, KY 40524

Purpose:

For plantings, mulch, and a new picnic table in the neighborhood park/common area

Amount:

$ 891.31

Organization:
Georgetown Street Area Neighborhood Association
Marcia Marshall
PO Box 11382
Lexington, KY 40575
Purpose:
For purchasing yard signs and banners for neighborhood events
Amount:
$ 1,300.00

Organization:
LFUCG - Community Corrections
Tammy Bradley
1101-505401-5421-75101
Lexington, KY
Purpose:
For an appreciation dinner during Correction Officer Appreciation week in May 2025
Amount:
$ 705.00

Organization:
Ellerslie at Delong Homeowners Association, Inc.
Dennis Green
3825 Branham Park
Lexington, KY 40515
Purpose:
For removal of 9 dying tees and replacement with 4 new trees on common area at the entrance of the neighborhood
Amount:
$ 3,000.00

Organization:
Rosemill Neighbors Association, Inc.
Allison Arnett Gillum
2507 Windsor Court
Lexington, KY 40503
Purpose:
To assist with maintenance and improvements to the Windsor Court Circle garden

Amount:

$ 1,000.00

Organization:

Access Language Solutions, Inc.
Lynn Fors
1555 E. New Circle Rd. Ste. 142-110
Lexington, KY 40509

Purpose:

To help purchase a laptop that will be used for communicating with clients, receiving requests, booking translation appointments, etc.

Amount:

$ 949.22

Organization:

Lexington Housing for the Handicapped, Inc.
Amy Brown
507 Rogers Rd.
Lexington, KY 40505

Purpose:

For the Bob Brown House golf scramble

Amount:

$ 500.00

Organization:

Lexington Children's Museum
440 W. Short St.
Lexington, KY 40507
Mary Franey

Purpose:

For mobile STEM programming at Tates Creek Community Center and River Hill Park

Amount:

$ 1,000.00

Organization:

FaithPointe Ministries
549 Parkside Dr.

Lexington, KY 40505
Tresa Lewis
Purpose:
To assist with a field day for community students, grades K-5 for finishing the school year
Amount:
$ 1,000.00

Organization:
Meadowcreek Neighborhood Association
PO Box 23612
Lexington, KY 40523
Kat Luchtefeld
Purpose:
For food and materials provided at the 2025 Community Fall Festival
Amount:
$ 1,000.00

Organization:
Fayette County Farm Bureau Education Foundation, Inc.
Joanna Weaver
1316 Versailles Rd.
Lexington, KY 40504
Purpose:
To offset costs for their 2025 auction fundraiser
Amount:
$ 500.00

Organization:
Friends of the Lexington Senior Center
Amber Lakin
195 Life Lane
Lexington, KY 40502
Purpose:
To support the 4th Annual gala dinner on September 4th
Amount:
$ 1,000.00

Organization:

LFUCG - Aging & Disability Services
Kristy Stambaugh
1101-606101-6063-75102
Lexington, KY

Purpose:

To help offset the costs of the annual senior intern program

Amount:

$ 1,000.00

Organization:

Kentucky Health Justice Network
Oliver Hall
PO Box 4761
Louisville, KY 40204

Purpose:

For financial assistance for gender affirming care, including healthcare costs, clothing, and items

Amount:

$ 750.00

Organization:

WW Booster Club LTD
Laura Ray Warren
1146 Redwood Dr.
Lexington, KY 40511

Purpose:

To assist with purchasing uniforms, helmets, and basic equipment

Amount:

$ 750.00

Organization:

Winburn Neighborhood Association
Velma Johnson
1761 Costigan Dr.
Lexington, KY 40511

Purpose:

To assist with costs of a new annual community event to engage youth and adults through activities in the Winburn community

Amount:

$ 700.00

Organization:

East End Community Development Corp.
Angelia Drake
155 Curley Ave.
Lexington, KY 40508

Purpose:

For the purpose of feeding seniors, providing fresh flowers and produce, stipend for drive, snacks for youth events in East End

Amount:

$ 400.00

Organization:

STARS Inc.
118 W. 8th St. Unit C
Paris, KY 40601
Nicholas Lilly

Purpose:

To assist with music production class costs to show students how to develop criteria for digital distribution, CD manufacturing, mix and mastering of music and live studio time

Amount:

$ 350.00

Organization:

Oakwood Neighborhood Association Inc.
1087 Oakwood Dr.
Lexington, KY 40511
Vicki Mitchell

Purpose:

For neighborhood community gatherings costs such as food, drinks, supplies, and DJ

Amount:

$ 700.00

Organization:

Citizens Fire Academy Alumni Association

1405 Old Frankfort Pike
Lexington, KY 40504
Amy Littrell

Purpose:

For the annual Fire fighter appreciation grocery store gift cards

Amount:

$ 2,572.00

Organization:

Kentucky Lions Eye Foundation
Jennifer Spurling
301 E. Muhammad Ali Blvd
Louisville, KY 40202

Purpose:

For the Mr. and Miss basketball awards ceremony and recurring a/v expenses

Amount:

$ 700.00

Organization:

Jubilee Jobs of Lexington
Mason King
535 W. Second St. Ste. 205
Lexington, KY 40508

Purpose:

For their third annual back to work BBQ

Amount:

$ 850.00

Organization:

African American Arts Associaton Inc.
Leslie Evans
945 Delaware Ave.
Lexington, KY 40505

Purpose:

For community engagement events hosted at Coleman Crest Farm

Amount:

$ 1,625.00

Organization:
Friends of the Kentucky Theatre, Inc.
Hayward Wilkerson
214 East Main St.
Lexington, KY 40507
Purpose:
For wireless audio technology in the Kentucky Theatres's State auditorium to better serve patrons with hearing and vision disabilities
Amount:
$ 3,185.00

Organization:
Cherokee Park Neighborhood Association
Rusty Underwood
140 Cherokee Park
Lexington, KY 40503
Purpose:
For upgrading and installing customized street signage to commemorate the 100th anniversary of Cherokee Park
Amount:
$ 2,750.00

Organization:
A Different World, Inc.
Samantha Fields
3628 Keystone Court
Lexington, KY 40517
Purpose:
For equipment for sensory events for families of those with sensory sensitivities
Amount:
$ 700.00

Organization:
Fraternal Order of Police Lodge #83
Chelsey Woodrum
600 Old Frankfort Circle
Lexington, KY 40517
Purpose:

For a scholarship fund in memory of Corporal Frank Mattingly to benefit law enforcement members and/or their families as well as community engaged citizens in Lexington

Amount:

$ 2,500.00

Organization:

Lexington Christian Academy
450 W. Reynolds Rd.
Lexington, KY 40503
Zac Barnhart

Purpose:

For the Lexington Christian Academy boys soccer for cleats and soccer equipment

Amount:

$ 300.00

Organization:

Seedleaf Inc.
714 N. Limestone
Lexington, KY 40508
Nicole Upchurch

Purpose:

For a u-pick orchard at Central Baptist Church

Amount:

$ 1,700.00

Organization:

Phoenix Rising of Lexington
1450 N. Broadway
Lexington, KY 40505
Howard Myers

Purpose:

For expenses related to Phoenix Fest 2025 at WWB school, the former Kentucky Association Track 1826 - 1933

Amount:

$ 1,150.00

Organization:

Lexington Gay Services Organization Inc.

Lexie McCutcheon
389 Waller Ave. Ste. 100
Lexington, KY 40504

Purpose:

For Pride Prom expenses inlcuding venue fees, food, beverages, DJ, and gift items

Amount:

$ 2,650.00

Organization:

GreenHouse17 Inc.
Darlene Thomas
PO Box 55190
Lexington, KY 40555-5190

Purpose:

For a new ice and water dispenser in the shelter

Amount:

$ 2,005.00

Organization:

Sisters & Supporters Working Against Gun Violence
Tonya Lindsey
PO Box 11204
Lexington, KY 40574

Purpose:

To support their bereaved Mother's Day to honor mothers who have lost a child

Amount:

$ 1,550.00

Organization:

True Jurnee Limited
James Turley
717 Chiles Ave.
Lexington, KY 40508

Purpose:

To support West End Day, a community event fostering a sense of inclusion, celebration, and support for the west end of Lexington

Amount:

$ 500.00

Organization:
Fayette County Military Suicide Prevention Coalition
Jamie Palumbo
PO Box 910151
Lexington, KY 40591
Purpose:
For a sponsorship of their annual gala which raises funds to support suicide prevention initiatives ensuring that veterans and active duty military members receive the support they need
Amount:
$ 2,600.00

Organization:
Bluegrass Greensource, Inc.
Amy Sohner
1305 Germany Road
Frankfort, KY 40604
Purpose:
For sponsorship of the annual sustainability summit
Amount:
$ 2,100.00

Organization:
Idle Hour Neighbors' Alliance
Beate Popkin
205 St. Ann Dr.
Lexington, KY 40502
Purpose:
For the printing of two neighborhood newsletters and 5 yard signs to publicize the neighborhood picnic
Amount:
$ 1,390.00

Organization:
Junior League of Lexington
PO Box 687

Lexington, KY 40588

Kaitlin Key

Purpose:

To purchase a sponsorship of their annual Charity Horse Show at Lexington's Kentucky Horse Park

Amount:

$ 1,000.00

Neighborhood Development Funds
May 27, 2025
Work Session

Amount	Recipient	Purpose
$ 891.31	Squire Oak Homeowners Association, Inc. David Lowe PO Box 24002 Lexington, KY 40524	For plantings, mulch, and a new picnic table in the neighborhood park/common area
$ 1,300.00	Georgetown Street Area Neighborhood Association Marcia Marshall PO Box 11382 Lexington, KY 40575	For purchasing yard signs and banners for neighborhood events
$ 705.00	LFUCG - Community Corrections Tammy Bradley 1101-505401-5421-75101 Lexington, KY	For an appreciation dinner during Correction Officer Appreciation week in May 2025
$ 3,000.00	Ellerslie at Delong Homeowners Association, Inc. Dennis Green 3825 Branham Park Lexington, KY 40515	For removal of 9 dying tees and replacement with 4 new trees on common area at the entrance of the neighborhood
$ 1,000.00	Rosemill Neighbors Association, Inc. Allison Arnett Gillum 2507 Windsor Court Lexington, KY 40503	To assist with maintenance and improvements to the Windsor Court Circle garden
$ 949.22	Access Language Solutions, Inc. Lynn Fors 1555 E. New Circle Rd. Ste. 142-110 Lexington, KY 40509	To help purchase a laptop that will be used for communicating with clients, receiving requests, booking translation appointments, etc.
$ 500.00	Lexington Housing for the Handicapped, Inc. Amy Brown 507 Rogers Rd. Lexington, KY 40505	For the Bob Brown House golf scramble
$ 1,000.00	Lexington Children's Museum 440 W. Short St. Lexington, KY 40507 Mary Franey	For mobile STEM programming at Tates Creek Community Center and River Hill Park
$ 1,000.00	FaithPointe Ministries 549 Parkside Dr. Lexington, KY 40505 Tresa Lewis	To assist with a field day for community students, grades K-5 for finishing the school year
$ 1,000.00	Meadowcreek Neighborhood Association PO Box 23612 Lexington, KY 40523 Kat Luchtefeld	For food and materials provided at the 2025 Community Fall Festival

Neighborhood Development Funds
May 27, 2025
Work Session

Amount	Recipient	Purpose
$ 500.00	Fayette County Farm Bureau Education Foundation, Inc. Joanna Weaver 1316 Versailles Rd. Lexington, KY 40504	To offset costs for their 2025 auction fundraiser
$ 1,000.00	Friends of the Lexington Senior Center Amber Lakin 195 Life Lane Lexington, KY 40502	To support the 4th Annual gala dinner on September 4th
$ 1,000.00	LFUCG - Aging & Disability Services Kristy Stambaugh 1101-606101-6063-75102 Lexington, KY	To help offset the costs of the annual senior intern program
$ 750.00	Kentucky Health Justice Network Oliver Hall PO Box 4761 Louisville, KY 40204	For financial assistance for gender affirming care, including healthcare costs, clothing, and items
$ 750.00	WW Booster Club LTD Laura Ray Warren 1146 Redwood Dr. Lexington, KY 40511	To assist with purchasing uniforms, helmets, and basic equipment
$ 700.00	Winburn Neighborhood Association Velma Johnson 1761 Costigan Dr. Lexington, KY 40511	To assist with costs of a new annual community event to engage youth and adults through activities in the Winburn community
$ 400.00	East End Community Development Corp. Angelia Drake 155 Curley Ave. Lexington, KY 40508	For the purpose of feeding seniors, providing fresh flowers and produce, stipend for drive, snacks for youth events in East End
$ 350.00	STARS Inc. 118 W. 8th St. Unit C Paris, KY 40601 Nicholas Lilly	To assist with music production class costs to show students how to develop criteria for digital distribution, CD manufacturing, mix and mastering of music and live studio
$ 700.00	Oakwood Neighborhood Association Inc. 1087 Oakwood Dr. Lexington, KY 40511 Vicki Mitchell	For neighborhood community gatherings costs such as food, drinks, supplies, and DJ
$ 2,572.00	Citizens Fire Academy Alumni Association 1405 Old Frankfort Pike Lexington, KY 40504 Amy Littrell	For the annual Fire fighter appreciation grocery store gift cards

Neighborhood Development Funds
May 27, 2025
Work Session

Amount	Recipient	Purpose
$ 700.00	Kentucky Lions Eye Foundation Jennifer Spurling 301 E. Muhammad Ali Blvd Louisville, KY 40202	For the Mr. and Miss basketball awards ceremony and recurring a/v expenses
$ 850.00	Jubilee Jobs of Lexington Mason King 535 W. Second St. Ste. 205 Lexington, KY 40508	For their third annual back to work BBQ
$ 1,625.00	African American Arts Associaton Inc. Leslie Evans 945 Delaware Ave. Lexington, KY 40505	For community engagement events hosted at Coleman Crest Farm
$ 3,185.00	Friends of the Kentucky Theatre, Inc. Hayward Wilkerson 214 East Main St. Lexington, KY 40507	For wireless audio technology in the Kentucky Theatres's State auditorium to better serve patrons with hearing and vision disabilities
$ 2,750.00	Cherokee Park Neighborhood Association Rusty Underwood 140 Cherokee Park Lexington, KY 40503	For upgrading and installing customized street signage to commemorate the 100th anniversary of Cherokee Park
$ 700.00	A Different World, Inc. Samantha Fields 3628 Keystone Court Lexington, KY 40517	For equipment for sensory events for families of those with sensory sensitivities
$ 2,500.00	Fraternal Order of Police Lodge #83 Chelsey Woodrum 600 Old Frankfort Circle Lexington, KY 40517	For a scholarship fund in memory of Corporal Frank Mattingly to benefit law enforcement members and/or their families as well as community engaged citizens in
$ 300.00	Lexington Christian Academy 450 W. Reynolds Rd. Lexington, KY 40503 Zac Barnhart	For the Lexington Christian Academy boys soccer for cleats and soccer equipment
$ 1,700.00	Seedleaf Inc. 714 N. Limestone Lexington, KY 40508 Nicole Upchurch	For a u-pick orchard at Central Baptist Church
$ 1,150.00	Phoenix Rising of Lexington 1450 N. Broadway Lexington, KY 40505 Howard Myers	For expenses related to Phoenix Fest 2025 at WWB school, the former Kentucky Association Track 1826 - 1933

Neighborhood Development Funds
May 27, 2025
Work Session

Amount	Recipient	Purpose
$ 2,650.00	Lexington Gay Services Organization Inc. Lexie McCutcheon 389 Waller Ave. Ste. 100 Lexington, KY 40504	For Pride Prom expenses inlcuding venue fees, food, beverages, DJ, and gift items
$ 2,005.00	GreenHouse17 Inc. Darlene Thomas PO Box 55190 Lexington, KY 40555-5190	For a new ice and water dispenser in the shelter
$ 1,550.00	Sisters & Supporters Working Against Gun Violence Tonya Lindsey PO Box 11204 Lexington, KY 40574	To support their bereaved Mother's Day to honor mothers who have lost a child
$ 500.00	True Jurnee Limited James Turley 717 Chiles Ave. Lexington, KY 40508	To support West End Day, a community event fostering a sense of inclusion, celebration, and support for the west end of Lexington
$ 2,600.00	Fayette County Military Suicide Prevention Coalition Jamie Palumbo PO Box 910151 Lexington, KY 40591	For a sponsorship of their annual gala which raises funds to support suicide prevention initiatives ensuring that veterans and active duty military members receive the support they need
$ 2,100.00	Bluegrass Greensource, Inc. Amy Sohner 1305 Germany Road Frankfort, KY 40604	For sponsorship of the annual sustainability summit
$ 1,390.00	Idle Hour Neighbors' Alliance Beate Popkin 205 St. Ann Dr. Lexington, KY 40502	For the printing of two neighborhood newsletters and 5 yard signs to publicize the neighborhood picnic
$ 1,000.00	Junior League of Lexington PO Box 687 Lexington, KY 40588 Kaitlin Key	To purchase a sponsorship of their annual Charity Horse Show at Lexington's Kentucky Horse Park

RESOLUTION NO. _____ - 2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AGREEMENTS RELATED TO NEIGHBORHOOD DEVELOPMENT FUNDS WITH SQUIRE OAK HOMEOWNERS ASSOCIATION, INC. ($891.31); GEORGETOWN STREET AREA NEIGHBORHOOD ASSOCIATION, INC. ($1,300.00); LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT DIVISION OF COMMUNITY CORRECTIONS ($705.00); ELLERSLIE AT DELONG HOMEOWNERS ASSOCIATION, INC. ($3,000.00); ROSEMILL NEIGHBORS ASSOCIATION, INC. ($1,000.00); ACCESS LANGUAGE SOLUTIONS, INC ($949.22); LEXINGTON HOUSING FOR THE HANDICAPPED, INC. ($500.00); LEXINGTON CHILDREN'S MUSEUM, INC. ($1,000.00); FAITHPOINTE MINISTRIES, INC. ($1,000.00); MEADOWCREEK NEIGHBORHOOD ASSOCIATION, INC. ($1,000.00); FAYETTE COUNTY FARM BUREAU EDUCATION FOUNDATION, INC. ($500.00); FRIENDS OF THE LEXINGTON SENIOR CENTER INC. ($1,000.00); LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT DIVISION OF AGING AND DISABILITY SERVICES ($1,000.00); KENTUCKY HEALTH JUSTICE NETWORK, INC. ($750.00); WWBOOSTERS CLUB LTD ($750.00); WINBURN NEIGHBORHOOD ASSOCIATION, INC. ($700.00); EAST END COMMUNITY DEVELOPMENT CORPORATION ($400.00); STARS INC ($350.00); OAKWOOD NEIGHBORHOOD ASSOCIATION, INC. ($700.00); THE CITIZEN'S FIRE ACADEMY ALUMNI ASSOCIATION OF LEXINGTON, KENTUCKY, INC. ($2,572.00); KENTUCKY LIONS EYE FOUNDATION, INC. ($700.00); JUBILEE JOBS OF LEXINGTON, INC. ($850.00); AFRICAN AMERICAN ARTS ASSOCIATION INC. ($1,625.00); FRIENDS OF KENTUCKY THEATRE, INC. ($3,185.00); CHEROKEE PARK NEIGHBORHOOD ASSOCIATION, INC. ($2,750.00); A DIFFERENT WORLD, INC. ($700.00); FRATERNAL ORDER OF POLICE, TOWN BRANCH LODGE #83, INC. ($2,500.00); LEXINGTON CHRISTIAN ACADEMY, INC. ($300.00); SEEDLEAF, INC. ($1,700.00); PHOENIX RISING OF LEXINGTON KENTUCKY, INC. ($1,150.00); LEXINGTON GAY SERVICES ORGANIZATION, INC. ($2,650.00); GREENHOUSE17, INC. ($2,005.00); SISTERS & SUPPORTERS WORKING AGAINST GUN VIOLENCE INC ($1,550.00); TRUE JURNEE LIMITED ($500.00); FAYETTE COUNTY MILITARY SUICIDE PREVENTION COALITION CORP. ($2,600.00); BLUEGRASS GREENSOURCE, INC. ($2,100.00); IDLE HOUR NEIGHBORS ALLIANCE, INC. ($1,390.00); AND JUNIOR LEAGUE OF LEXINGTON ($1,000.00), FOR THE OFFICE OF THE URBAN COUNTY COUNCIL, AT A COST NOT TO EXCEED THE SUM STATED.

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute agreements related to Neighborhood Development Funds, which are attached hereto and incorporated herein by reference, with Squire Oak Homeowners Association, Inc., Georgetown Street Area Neighborhood Association, Inc., Lexington-Fayette Urban County Government Division of Community Corrections, Ellerslie at Delong Homeowners Association, Inc., Rosemill Neighbors Association, Inc., Access Language Solutions, Inc, Lexington Housing For The Handicapped, Inc., Lexington Children's Museum, Inc., Faithpointe Ministries, Inc., Meadowcreek Neighborhood Association, Inc., Fayette County Farm Bureau Education Foundation, Inc., Friends Of The Lexington Senior Center Inc., Lexington-Fayette Urban

County Government Division of Aging and Disability Services, Kentucky Health Justice Network, Inc., WWBoosters Club Ltd, Winburn Neighborhood Association, Inc., East End Community Development Corporation, Stars Inc, Oakwood Neighborhood Association, Inc., The Citizen's Fire Academy Alumni Association Of Lexington, Kentucky, Inc., Kentucky Lions Eye Foundation, Inc., Jubilee Jobs of Lexington, Inc., African American Arts Association Inc., Friends of Kentucky Theatre, Inc., Cherokee Park Neighborhood Association, Inc., A Different World, Inc., Fraternal Order Of Police, Town Branch Lodge #83, Inc., Lexington Christian Academy, Inc., Seedleaf, Inc., Phoenix Rising of Lexington Kentucky, Inc., Lexington Gay Services Organization, Inc., Greenhouse17, Inc., Sisters & Supporters Working Against Gun Violence Inc, True Jurnee Limited, Fayette County Military Suicide Prevention Coalition Corp., Bluegrass Greensource, Inc., Idle Hour Neighbors Alliance, Inc., and Junior League Of Lexington, for the Office of the Urban County Council.

Section 2 – That amounts, not to exceed the sums stated, be and hereby are approved for payment to Squire Oak Homeowners Association, Inc. ($891.31); Georgetown Street Area Neighborhood Association, Inc. ($1,300.00); Lexington-Fayette Urban County Government Division Of Community Corrections ($705.00); Ellerslie At Delong Homeowners Association, Inc. ($3,000.00); Rosemill Neighbors Association, Inc. ($1,000.00); Access Language Solutions, Inc ($949.22); Lexington Housing For The Handicapped, Inc. ($500.00); Lexington Children's Museum, Inc. ($1,000.00); Faithpointe Ministries, Inc. ($1,000.00); Meadowcreek Neighborhood Association, Inc. ($1,000.00); Fayette County Farm Bureau Education Foundation, Inc. ($500.00); Friends Of The Lexington Senior Center Inc. ($1,000.00); Lexington-Fayette Urban County Government Division Of Aging And Disability Services ($1,000.00); Kentucky Health Justice Network, Inc. ($750.00); WWBoosters Club Ltd ($750.00); Winburn Neighborhood Association, Inc. ($700.00); East End Community Development Corporation ($400.00); Stars Inc ($350.00); Oakwood Neighborhood Association, Inc. ($700.00); The Citizen's Fire Academy Alumni Association Of Lexington, Kentucky, Inc. ($2,572.00); Kentucky Lions Eye Foundation, Inc. ($700.00); Jubilee Jobs Of Lexington, Inc. ($850.00); African American Arts Association Inc. ($1,625.00); Friends Of Kentucky Theatre, Inc. ($3,185.00); Cherokee Park Neighborhood Association, Inc. ($2,750.00); A Different

World, Inc. ($700.00); Fraternal Order Of Police, Town Branch Lodge #83, Inc. ($2,500.00); Lexington Christian Academy, Inc. ($300.00); Seedleaf, Inc. ($1,700.00); Phoenix Rising Of Lexington Kentucky, Inc. ($1,150.00); Lexington Gay Services Organization, Inc. ($2,650.00); Greenhouse17, Inc. ($2,005.00); Sisters & Supporters Working Against Gun Violence Inc ($1,550.00); True Jurnee Limited ($500.00); Fayette County Military Suicide Prevention Coalition Corp. ($2,600.00); Bluegrass Greensource, Inc. ($2,100.00); Idle Hour Neighbors Alliance, Inc. ($1,390.00); And Junior League Of Lexington ($1,000.00), from account #1101-121002-71214, from various Council Districts, pursuant to the terms of the agreements.

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

PASSED URBAN COUNTY COUNCIL:

_____
MAYOR

ATTEST:

_____
CLERK OF URBAN COUNTY COUNCIL
0519-25:GET: 4921-4950-1255, v. 1

RESOLUTION NO. 247 - 2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AGREEMENTS RELATED TO NEIGHBORHOOD DEVELOPMENT FUNDS WITH SQUIRE OAK HOMEOWNERS ASSOCIATION, INC. ($891.31); GEORGETOWN STREET AREA NEIGHBORHOOD ASSOCIATION, INC. ($1,300.00); LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT DIVISION OF COMMUNITY CORRECTIONS ($705.00); ELLERSLIE AT DELONG HOMEOWNERS ASSOCIATION, INC. ($3,000.00); ROSEMILL NEIGHBORS ASSOCIATION, INC. ($1,000.00); ACCESS LANGUAGE SOLUTIONS, INC ($949.22); LEXINGTON HOUSING FOR THE HANDICAPPED, INC. ($500.00); LEXINGTON CHILDREN'S MUSEUM, INC. ($1,000.00); FAITHPOINTE MINISTRIES, INC. ($1,000.00); MEADOWCREEK NEIGHBORHOOD ASSOCIATION, INC. ($1,000.00); FAYETTE COUNTY FARM BUREAU EDUCATION FOUNDATION, INC. ($500.00); FRIENDS OF THE LEXINGTON SENIOR CENTER INC. ($1,000.00); LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT DIVISION OF AGING AND DISABILITY SERVICES ($1,000.00); KENTUCKY HEALTH JUSTICE NETWORK, INC. ($750.00); WWBOOSTERS CLUB LTD ($750.00); WINBURN NEIGHBORHOOD ASSOCIATION, INC. ($700.00); EAST END COMMUNITY DEVELOPMENT CORPORATION ($400.00); STARS INC ($350.00); OAKWOOD NEIGHBORHOOD ASSOCIATION, INC. ($700.00); THE CITIZEN'S FIRE ACADEMY ALUMNI ASSOCIATION OF LEXINGTON, KENTUCKY, INC. ($2,572.00); KENTUCKY LIONS EYE FOUNDATION, INC. ($700.00); JUBILEE JOBS OF LEXINGTON, INC. ($850.00); AFRICAN AMERICAN ARTS ASSOCIATION INC. ($1,625.00); FRIENDS OF KENTUCKY THEATRE, INC. ($3,185.00); CHEROKEE PARK NEIGHBORHOOD ASSOCIATION, INC. ($2,750.00); A DIFFERENT WORLD, INC. ($700.00); FRATERNAL ORDER OF POLICE, TOWN BRANCH LODGE #83, INC. ($2,500.00); LEXINGTON CHRISTIAN ACADEMY, INC. ($300.00); SEEDLEAF, INC. ($1,700.00); PHOENIX RISING OF LEXINGTON KENTUCKY, INC. ($1,150.00); LEXINGTON GAY SERVICES ORGANIZATION, INC. ($2,650.00); GREENHOUSE17, INC. ($2,005.00); SISTERS & SUPPORTERS WORKING AGAINST GUN VIOLENCE INC ($1,550.00); TRUE JURNEE LIMITED ($500.00); FAYETTE COUNTY MILITARY SUICIDE PREVENTION COALITION CORP. ($2,600.00); BLUEGRASS GREENSOURCE, INC. ($2,100.00); IDLE HOUR NEIGHBORS ALLIANCE, INC. ($1,390.00); AND JUNIOR LEAGUE OF LEXINGTON ($1,000.00), FOR THE OFFICE OF THE URBAN COUNTY COUNCIL, AT A COST NOT TO EXCEED THE SUM STATED.

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute agreements related to Neighborhood Development Funds, which are attached hereto and incorporated herein by reference, with Squire Oak Homeowners Association, Inc., Georgetown Street Area Neighborhood Association, Inc., Lexington-Fayette Urban County Government Division of Community Corrections, Ellerslie at Delong Homeowners Association, Inc., Rosemill Neighbors Association, Inc., Access Language Solutions, Inc, Lexington Housing For The Handicapped, Inc., Lexington Children's Museum, Inc., Faithpointe Ministries, Inc., Meadowcreek Neighborhood Association, Inc., Fayette County Farm Bureau Education Foundation, Inc., Friends Of The Lexington Senior Center Inc., Lexington-Fayette Urban

County Government Division of Aging and Disability Services, Kentucky Health Justice Network, Inc., WWBoosters Club Ltd, Winburn Neighborhood Association, Inc., East End Community Development Corporation, Stars Inc, Oakwood Neighborhood Association, Inc., The Citizen's Fire Academy Alumni Association Of Lexington, Kentucky, Inc., Kentucky Lions Eye Foundation, Inc., Jubilee Jobs of Lexington, Inc., African American Arts Association Inc., Friends of Kentucky Theatre, Inc., Cherokee Park Neighborhood Association, Inc., A Different World, Inc., Fraternal Order Of Police, Town Branch Lodge #83, Inc., Lexington Christian Academy, Inc., Seedleaf, Inc., Phoenix Rising of Lexington Kentucky, Inc., Lexington Gay Services Organization, Inc., Greenhouse17, Inc., Sisters & Supporters Working Against Gun Violence Inc, True Jurnee Limited, Fayette County Military Suicide Prevention Coalition Corp., Bluegrass Greensource, Inc., Idle Hour Neighbors Alliance, Inc., and Junior League Of Lexington, for the Office of the Urban County Council.

Section 2 – That amounts, not to exceed the sums stated, be and hereby are approved for payment to Squire Oak Homeowners Association, Inc. ($891.31); Georgetown Street Area Neighborhood Association, Inc. ($1,300.00); Lexington-Fayette Urban County Government Division Of Community Corrections ($705.00); Ellerslie At Delong Homeowners Association, Inc. ($3,000.00); Rosemill Neighbors Association, Inc. ($1,000.00); Access Language Solutions, Inc ($949.22); Lexington Housing For The Handicapped, Inc. ($500.00); Lexington Children's Museum, Inc. ($1,000.00); Faithpointe Ministries, Inc. ($1,000.00); Meadowcreek Neighborhood Association, Inc. ($1,000.00); Fayette County Farm Bureau Education Foundation, Inc. ($500.00); Friends Of The Lexington Senior Center Inc. ($1,000.00); Lexington-Fayette Urban County Government Division Of Aging And Disability Services ($1,000.00); Kentucky Health Justice Network, Inc. ($750.00); WWBoosters Club Ltd ($750.00); Winburn Neighborhood Association, Inc. ($700.00); East End Community Development Corporation ($400.00); Stars Inc ($350.00); Oakwood Neighborhood Association, Inc. ($700.00); The Citizen's Fire Academy Alumni Association Of Lexington, Kentucky, Inc. ($2,572.00); Kentucky Lions Eye Foundation, Inc. ($700.00); Jubilee Jobs Of Lexington, Inc. ($850.00); African American Arts Association Inc. ($1,625.00); Friends Of Kentucky Theatre, Inc. ($3,185.00); Cherokee Park Neighborhood Association, Inc. ($2,750.00); A Different

World, Inc. ($700.00); Fraternal Order Of Police, Town Branch Lodge #83, Inc. ($2,500.00); Lexington Christian Academy, Inc. ($300.00); Seedleaf, Inc. ($1,700.00); Phoenix Rising Of Lexington Kentucky, Inc. ($1,150.00); Lexington Gay Services Organization, Inc. ($2,650.00); Greenhouse17, Inc. ($2,005.00); Sisters & Supporters Working Against Gun Violence Inc ($1,550.00); True Jurnee Limited ($500.00); Fayette County Military Suicide Prevention Coalition Corp. ($2,600.00); Bluegrass Greensource, Inc. ($2,100.00); Idle Hour Neighbors Alliance, Inc. ($1,390.00); And Junior League Of Lexington ($1,000.00), from account #1101-121002-71214, from various Council Districts, pursuant to the terms of the agreements.

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

PASSED URBAN COUNTY COUNCIL: May 29, 2025

Linda Gorton

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0519-25:GET: 4921-4950-1255, v. 1

Docusign Envelope ID: 3DB3D926-3A72-4EBB-A365-C140A5410C2D

AGREEMENT

THIS AGREEMENT, made and entered into on the 2nd day of June, 2025 by and between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, an Urban County Government of the Commonwealth of Kentucky, created pursuant to KRS Chapter 67A (Hereinafter "Government"), on behalf of its Office of the Urban County Council, and East End Community Development Corp. (Hereinafter "Organization"), of 155 Curley Ave., Lexington, KY 40508, Fayette County.

W I T N E S S E T H:

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

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

WHEREAS, Organization accordingly enhances the environment of Lexington; and

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

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

1. **Amount and Intended Use of Neighborhood Development Funds**. Government hereby grants Organization the sum of $400 (Four Hundred Dollars and Zero Cents) for the following lawful public purpose:

   [For the purpose of feeding seniors, providing fresh flowers and produce, stipend for drive, snacks for youth events in East End]

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

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

4. **Required Documentation**. Organization shall submit all relevant receipts and financial documentation to Councilmember Morton's office, documenting the use of the granted funds for the specified lawful public purpose, within six (6) months of receiving the Neighborhood Development Fund check. If Organization **fails to provide the required documentation, the Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year**.

Docusign Envelope ID: 3DB3D926-3A72-4EBB-A365-C140A5410C2D

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

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

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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: Linda Gorton
Linda Gorton, MAYOR

ATTEST:

Abbye Allan
CLERK OF URBAN COUNTY COUNCIL

By: ANGELIA DRAKE
(Angelia Drake)
(East End Community Development Corp.)

AGREEMENT

THIS AGREEMENT, made and entered into on the 2nd day of June, 2025 by and between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, an Urban County Government of the Commonwealth of Kentucky, created pursuant to KRS Chapter 67A (Hereinafter "Government"), on behalf of its Office of the Urban County Council, and Squire Oak Homeowners Association, Inc. (Hereinafter "Organization"), of PO Box 24002, Lexington, KY 40524, Fayette County.

WITNESSETH:

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

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

WHEREAS, Organization accordingly enhances the environment of Lexington; and

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

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

1. **Amount and Intended Use of Neighborhood Development Funds**. Government hereby grants Organization the sum of $891.31 (Eight Hundred Ninety One Dollars and Thirty-One Cents) for the following lawful public purpose:

   [For plantings, mulch, and a new picnic table in the neighborhood park/common area]

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

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

4. **Required Documentation**. Organization shall submit all relevant receipts and financial documentation to Councilmember Beasley's office, documenting the use of the granted funds for the specified lawful public purpose, within six (6) months of receiving the Neighborhood Development Fund check. If Organization **fails to provide the required documentation, the Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year**.

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

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

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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: Linda Gorton
Linda Gorton, MAYOR

ATTEST:

Abbye Allan
CLERK OF URBAN COUNTY COUNCIL

By: David Lowe
(David Lowe)
(Squire Oak Homeowners Association, Inc.)

AGREEMENT

THIS AGREEMENT, made and entered into on the 2nd day of June, 2025 by and between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, an Urban County Government of the Commonwealth of Kentucky, created pursuant to KRS Chapter 67A (Hereinafter "Government"), on behalf of its Office of the Urban County Council, and Fayette County Farm Bureau Education Foundation, Inc. (Hereinafter "Organization"), of 1316 Versailles Rd., Lexington, KY 40504, Fayette County.

W I T N E S S E T H:

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

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

WHEREAS, Organization accordingly enhances the environment of Lexington; and

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

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

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

   [To offset costs for their 2025 auction fundraiser]

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

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

4. **Required Documentation**. Organization shall submit all relevant receipts and financial documentation to Councilmember Boone's office, documenting the use of the granted funds for the specified lawful public purpose, within six (6) months of receiving the Neighborhood Development Fund check. If Organization **fails to provide the required documentation, the Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year**.

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

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

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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: Linda Gorton
Linda Gorton, MAYOR

ATTEST:

Abbye Allan
CLERK OF URBAN COUNTY COUNCIL

By: Joanna Weaver
(Joanna Weaver)
(Fayette County Farm Bureau Education Foundation, Inc.)

Docusign Envelope ID: D5AE90B0-245A-4275-8BB6-7F9A25064A0E

AGREEMENT

THIS AGREEMENT, made and entered into on the 2nd day of June, 2025 by and between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, an Urban County Government of the Commonwealth of Kentucky, created pursuant to KRS Chapter 67A (Hereinafter "Government"), on behalf of its Office of the Urban County Council, and Fraternal Order of Police Lodge #83 (Hereinafter "Organization"), of 600 Old Frankfort Circle, Lexington, KY 40517, Fayette County.

W I T N E S S E T H:

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

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

WHEREAS, Organization accordingly enhances the environment of Lexington; and

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

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

1. **Amount and Intended Use of Neighborhood Development Funds**. Government hereby grants Organization the sum of $2,500 (Two Thousand Five Hundred Dollars and Zero Cents) for the following lawful public purpose:

   [For a scholarship fund in memory of Corporal Frank Mattingly to benefit law enforcement members and/or their families as well as community engaged citizens in Lexington]

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

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

4. **Required Documentation**. Organization shall submit all relevant receipts and financial documentation to Councilmember Beasley's office, documenting the use of the granted funds for the specified lawful public purpose, within six (6) months of receiving the Neighborhood Development Fund check. If Organization **fails to provide the required documentation, the Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year**.

Docusign Envelope ID: D5AE90B0-245A-4275-8BB6-7F9A25064A0E

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

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

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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: Linda Gorton
Linda Gorton, MAYOR

ATTEST:

Abbye Allan
CLERK OF URBAN COUNTY COUNCIL

By: Chelsey Woodrum
(Chelsey Woodrum)
(Fraternal Order of Police Lodge #83)

Docusign Envelope ID: F32F77A5-4430-4BE7-ABCC-C68E428E72F5

AGREEMENT

THIS AGREEMENT, made and entered into on the 2nd day of June, 2025 by and between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, an Urban County Government of the Commonwealth of Kentucky, created pursuant to KRS Chapter 67A (Hereinafter "Government"), on behalf of its Office of the Urban County Council, and Seedleaf Inc. (Hereinafter "Organization"), of 714 N. Limestone, Lexington, KY 40508, Fayette County.

W I T N E S S E T H:

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

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

WHEREAS, Organization accordingly enhances the environment of Lexington; and

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

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

1. **Amount and Intended Use of Neighborhood Development Funds**. Government hereby grants Organization the sum of $1,700 (One Thousand Seven Hundred Dollars and Zero Cents) for the following lawful public purpose:

   [For a u-pick orchard at Central Baptist Church]

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

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

4. **Required Documentation**. Organization shall submit all relevant receipts and financial documentation to Councilmember Curtis's office, documenting the use of the granted funds for the specified lawful public purpose, within six (6) months of receiving the Neighborhood Development Fund check. If Organization **fails to provide the required documentation, the Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year**.

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

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

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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: Linda Gorton
Linda Gorton, MAYOR

ATTEST:

Abbye Allan
CLERK OF URBAN COUNTY COUNCIL

By: Nicole Upchurch
(Nicole Upchurch)
(Seedleaf Inc.)

AGREEMENT

THIS AGREEMENT, made and entered into on the 2nd day of June, 2025 by and between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, an Urban County Government of the Commonwealth of Kentucky, created pursuant to KRS Chapter 67A (Hereinafter "Government"), on behalf of its Office of the Urban County Council, and Friends of the Kentucky Theatre, Inc. (Hereinafter "Organization"), of 214 East Main St., Lexington, KY 40507, Fayette County.

W I T N E S S E T H:

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

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

WHEREAS, Organization accordingly enhances the environment of Lexington; and

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

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

1. **Amount and Intended Use of Neighborhood Development Funds**. Government hereby grants Organization the sum of $3,185 (Three Thousand One Hundred Eighty-Five Dollars and Zero Cents) for the following lawful public purpose:

   [For wireless audio technology in the Kentucky Theatres's State auditorium to better serve patrons with hearing and vision disabilities]

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

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

4. **Required Documentation**. Organization shall submit all relevant receipts and financial documentation to Councilmember LeGris's office, documenting the use of the granted funds for the specified lawful public purpose, within six (6) months of receiving the Neighborhood Development Fund check. If Organization **fails to provide the required documentation, the Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year**.

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

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

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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: Linda Gorton
Linda Gorton, MAYOR

ATTEST:

Abbye Allan
CLERK OF URBAN COUNTY COUNCIL

By: Hayward Wilkirson
(Hayward Wilkerson)
(Friends of the Kentucky Theatre, Inc.)

AGREEMENT

THIS AGREEMENT, made and entered into on the 2nd day of June, 2025 by and between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, an Urban County Government of the Commonwealth of Kentucky, created pursuant to KRS Chapter 67A (Hereinafter "Government"), on behalf of its Office of the Urban County Council, and Bluegrass Greensource, Inc. (Hereinafter "Organization"), of 1305 Germany Road, Frankfort, KY 40604, Fayette County.

W I T N E S S E T H:

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

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

WHEREAS, Organization accordingly enhances the environment of Lexington; and

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

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

1. **Amount and Intended Use of Neighborhood Development Funds**. Government hereby grants Organization the sum of $2,100 (Two Thousand One Hundred Dollars and Zero Cents) for the following lawful public purpose:

   [For sponsorship of the annual sustainability summit]

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

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

4. **Required Documentation**. Organization shall submit all relevant receipts and financial documentation to Councilmember Sheehan's office, documenting the use of the granted funds for the specified lawful public purpose, within six (6) months of receiving the Neighborhood Development Fund check. If Organization **fails to provide the required documentation, the Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year**.

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

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

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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: Linda Gorton
Linda Gorton, MAYOR

ATTEST:

Abbye Allan
CLERK OF URBAN COUNTY COUNCIL

By: Amy Sohner
(Amy Sohner)
(Bluegrass Greensource, Inc.)

AGREEMENT

THIS AGREEMENT, made and entered into on the 2nd day of June, 2025 by and between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, an Urban County Government of the Commonwealth of Kentucky, created pursuant to KRS Chapter 67A (Hereinafter "Government"), on behalf of its Office of the Urban County Council, and Ellerslie at Delong Homeowners Association, Inc. (Hereinafter "Organization"), of 3825 Branham Park, Lexington, KY 40515, Fayette County.

W I T N E S S E T H:

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

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

WHEREAS, Organization accordingly enhances the environment of Lexington; and

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

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

1. **Amount and Intended Use of Neighborhood Development Funds**. Government hereby grants Organization the sum of $3000 (Three Thousand Dollars and Zero Cents) for the following lawful public purpose:

   [For removal of 9 dying tees and replacement with 4 new trees on common area at the entrance of the neighborhood]

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

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

4. **Required Documentation**. Organization shall submit all relevant receipts and financial documentation to Councilmember Hale's office, documenting the use of the granted funds for the specified lawful public purpose, within six (6) months of receiving the Neighborhood Development Fund check. If Organization **fails to provide the required documentation, the Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year**.

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

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

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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: Linda Gorton
Linda Gorton, MAYOR

ATTEST:

Abbye Allan
CLERK OF URBAN COUNTY COUNCIL

By: Dennis Green
(Dennis Green)
(Ellerslie at Delong Homeowners Association, Inc.)

AGREEMENT

THIS AGREEMENT, made and entered into on the 2nd day of June, 2025 by and between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, an Urban County Government of the Commonwealth of Kentucky, created pursuant to KRS Chapter 67A (Hereinafter "Government"), on behalf of its Office of the Urban County Council, and Access Language Solutions, Inc. (Hereinafter "Organization"), of 1555 E. New Circle Rd. Ste. 142-110, Lexington, KY 40509, Fayette County.

W I T N E S S E T H:

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

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

WHEREAS, Organization accordingly enhances the environment of Lexington; and

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

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

1. **Amount and Intended Use of Neighborhood Development Funds**. Government hereby grants Organization the sum of $949.22 (Nine Hundred Forty-Nine Dollars and Zero Cents) for the following lawful public purpose:

   [To help purchase a laptop that will be used for communicating with clients, receiving requests, booking translation appointments, etc.]

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

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

4. **Required Documentation**. Organization shall submit all relevant receipts and financial documentation to Councilmember Hale's office, documenting the use of the granted funds for the specified lawful public purpose, within six (6) months of receiving the Neighborhood Development Fund check. If Organization **fails to provide the required documentation, the Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year**.

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

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

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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: Linda Gorton
Linda Gorton, MAYOR

ATTEST:

Abbye Allan
CLERK OF URBAN COUNTY COUNCIL

By: Lynn Fors
(Lynn Fors)
(Access Language Solutions, Inc.)

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AGREEMENT

THIS AGREEMENT, made and entered into on the 2nd day of June, 2025 by and between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, an Urban County Government of the Commonwealth of Kentucky, created pursuant to KRS Chapter 67A (Hereinafter "Government"), on behalf of its Office of the Urban County Council, and Sisters & Supporters Working Against Gun Violence (Hereinafter "Organization"), of PO Box 11204, Lexington, KY 40574, Fayette County.

W I T N E S S E T H:

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

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

WHEREAS, Organization accordingly enhances the environment of Lexington; and

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

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

1. **Amount and Intended Use of Neighborhood Development Funds**. Government hereby grants Organization the sum of $1,550 (One Thousand Five Hundred Fifty Dollars and Zero Cents) for the following lawful public purpose:

   [To support their bereaved Mother's Day to honor mothers who have lost a child]

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

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

4. **Required Documentation**. Organization shall submit all relevant receipts and financial documentation to Councilmember Lynch's office, documenting the use of the granted funds for the specified lawful public purpose, within six (6) months of receiving the Neighborhood Development Fund check. If Organization **fails to provide the required documentation, the Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year**.

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

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

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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: Linda Gorton
Linda Gorton, MAYOR

ATTEST:

Abbye Allan
CLERK OF URBAN COUNTY COUNCIL

By: _____
(Tonya Lindsey)
(Sisters & Supporters Working Against Gun Violence)

Docusign Envelope ID: 2A3E3027-F6E6-4980-B143-AFF58F11AD6A

Resolution #247-2025
Contract #141-2025

AGREEMENT

THIS AGREEMENT, made and entered into on the 2nd day of June, 2025 by and between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, an Urban County Government of the Commonwealth of Kentucky, created pursuant to KRS Chapter 67A (Hereinafter "Government"), on behalf of its Office of the Urban County Council, and Cherokee Park Neighborhood Association (Hereinafter "Organization"), of 140 Cherokee Park, Lexington, KY 40503, Fayette County.

W I T N E S S E T H:

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

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

WHEREAS, Organization accordingly enhances the environment of Lexington; and

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

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

1. **Amount and Intended Use of Neighborhood Development Funds**. Government hereby grants Organization the sum of $2,750 (Two Thousand Seven Hundred Fifty Dollars and Zero Cents) for the following lawful public purpose:

   [For upgrading and installing customized street signage to commemorate the 100th anniversary of Cherokee Park]

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

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

4. **Required Documentation**. Organization shall submit all relevant receipts and financial documentation to Councilmember LeGris's office, documenting the use of the granted funds for the specified lawful public purpose, within six (6) months of receiving the Neighborhood Development Fund check. If Organization **fails to provide the required documentation, the Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year**.

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

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

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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: Linda Gorton
Linda Gorton, MAYOR

ATTEST:

Abbye Allan
CLERK OF URBAN COUNTY COUNCIL

By: Rusty Underwood
(Rusty Underwood)
(Cherokee Park Neighborhood Association)

Docusign Envelope ID: 8A8AF833-9AC2-441A-B1C9-DBB50F63BC2E

AGREEMENT

THIS AGREEMENT, made and entered into on the 2nd day of June, 2025 by and between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, an Urban County Government of the Commonwealth of Kentucky, created pursuant to KRS Chapter 67A (Hereinafter "Government"), on behalf of its Office of the Urban County Council, and Lexington Housing for the Handicapped, Inc. (Hereinafter "Organization"), of 507 Rogers Rd., Lexington, KY 40505, Fayette County.

W I T N E S S E T H:

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

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

WHEREAS, Organization accordingly enhances the environment of Lexington; and

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

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

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

   [For the Bob Brown House golf scramble]

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

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

4. **Required Documentation**. Organization shall submit all relevant receipts and financial documentation to Councilmember Boone's office, documenting the use of the granted funds for the specified lawful public purpose, within six (6) months of receiving the Neighborhood Development Fund check. If Organization **fails to provide the required documentation, the Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year**.

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

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

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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: Linda Gorton
Linda Gorton, MAYOR

ATTEST:

Abbye Allan
CLERK OF URBAN COUNTY COUNCIL

By: Amy Brown
(Amy Brown)
(Lexington Housing for the Handicapped, Inc.)

AGREEMENT

THIS AGREEMENT, made and entered into on the 2nd day of June, 2025 by and between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, an Urban County Government of the Commonwealth of Kentucky, created pursuant to KRS Chapter 67A (Hereinafter "Government"), on behalf of its Office of the Urban County Council, and Kentucky Lions Eye Foundation (Hereinafter "Organization"), of 301 E. Muhammad Ali Blvd, Louisville, KY 40202, Jefferson County.

WITNESSETH:

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

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

WHEREAS, Organization accordingly enhances the environment of Lexington; and

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

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

1. **Amount and Intended Use of Neighborhood Development Funds**. Government hereby grants Organization the sum of $700 (Seven Hundred Dollars and Zero Cents) for the following lawful public purpose:

   [For the Mr. and Miss basketball awards ceremony and recurring a/v expenses]

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

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

4. **Required Documentation**. Organization shall submit all relevant receipts and financial documentation to Councilmember Baxter's office, documenting the use of the granted funds for the specified lawful public purpose, within six (6) months of receiving the Neighborhood Development Fund check. If Organization **fails to provide the required documentation, the Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year**.

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

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

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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: Linda Gorton
Linda Gorton, MAYOR

ATTEST:

Abbye Allan
CLERK OF URBAN COUNTY COUNCIL

By: Jennifer Spurling
(Jennifer Spurling)
(Kentucky Lions Eye Foundation)

AGREEMENT

THIS AGREEMENT, made and entered into on the 2nd day of June, 2025 by and between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, an Urban County Government of the Commonwealth of Kentucky, created pursuant to KRS Chapter 67A (Hereinafter "Government"), on behalf of its Office of the Urban County Council, and Winburn Neighborhood Association (Hereinafter "Organization"), of 1761 Costigan Dr., Lexington, KY 40511, Fayette County.

W I T N E S S E T H:

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

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

WHEREAS, Organization accordingly enhances the environment of Lexington; and

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

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

1. **Amount and Intended Use of Neighborhood Development Funds**. Government hereby grants Organization the sum of $700 (Seven Hundred Dollars and Zero Cents) for the following lawful public purpose:

   [To assist with costs of a new annual community event to engage youth and adults through activities in the Winburn community]

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

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

4. **Required Documentation**. Organization shall submit all relevant receipts and financial documentation to Councilmember Morton's office, documenting the use of the granted funds for the specified lawful public purpose, within six (6) months of receiving the Neighborhood Development Fund check. If Organization **fails to provide the required documentation, the Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year**.

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

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

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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: Linda Gorton
Linda Gorton, MAYOR

ATTEST:

Abbye Allan
CLERK OF URBAN COUNTY COUNCIL

By: VJJ
(Velma Johnson)
(Winburn Neighborhood Association)

AGREEMENT

THIS AGREEMENT, made and entered into on the 2nd day of June, 2025 by and between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, an Urban County Government of the Commonwealth of Kentucky, created pursuant to KRS Chapter 67A (Hereinafter "Government"), on behalf of its Office of the Urban County Council, and Citizens Fire Academy Alumni Association (Hereinafter "Organization"), of 1405 Old Frankfort Pike, Lexington, KY 40504, Fayette County.

W I T N E S S E T H:

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

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

WHEREAS, Organization accordingly enhances the environment of Lexington; and

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

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

1. **Amount and Intended Use of Neighborhood Development Funds**. Government hereby grants Organization the sum of $2,572 (Two Thousand Five Hundred Seventy-Two Dollars and Zero Cents) for the following lawful public purpose:

   [For the annual Fire fighter appreciation grocery store gift cards]

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

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

4. **Required Documentation**. Organization shall submit all relevant receipts and financial documentation to Councilmember Beasley's office, documenting the use of the granted funds for the specified lawful public purpose, within six (6) months of receiving the Neighborhood Development Fund check. If Organization **fails to provide the required documentation, the Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year**.

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

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

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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: Linda Gorton
Linda Gorton, MAYOR

ATTEST:

Abbye Allan
CLERK OF URBAN COUNTY COUNCIL

By: Amy Littrell
(Amy Littrell)
(Citizens Fire Academy Alumni Association)

Docusign Envelope ID: D7DA218E-E8DD-437D-942D-80BBE21F0335

AGREEMENT

THIS AGREEMENT, made and entered into on the 2nd day of June, 2025 by and between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, an Urban County Government of the Commonwealth of Kentucky, created pursuant to KRS Chapter 67A (Hereinafter "Government"), on behalf of its Office of the Urban County Council, and Junior League of Lexington (Hereinafter "Organization"), of PO Box 687, Lexington, KY 40588, Fayette County.

W I T N E S S E T H:

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

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

WHEREAS, Organization accordingly enhances the environment of Lexington; and

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

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

1. **Amount and Intended Use of Neighborhood Development Funds**. Government hereby grants Organization the sum of $1,000 (One Thousand Dollars and Zero Cents) for the following lawful public purpose:

   [To purchase a sponsorship of their annual Charity Horse Show at Lexington's Kentucky Horse Park]

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

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

4. **Required Documentation**. Organization shall submit all relevant receipts and financial documentation to Councilmember Sheehan's office, documenting the use of the granted funds for the specified lawful public purpose, within six (6) months of receiving the Neighborhood Development Fund check. If Organization **fails to provide the required documentation, the Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year**.

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

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

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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: Linda Gorton
Linda Gorton, MAYOR

ATTEST:

Abbye Allan
CLERK OF URBAN COUNTY COUNCIL

By: Heather Kane
(Kaitlin Key)
(Junior League of Lexington)

Docusign Envelope ID: 7473E94E-42C6-40B5-8877-78BED9532766

AGREEMENT

THIS AGREEMENT, made and entered into on the 2nd day of June, 2025 by and between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, an Urban County Government of the Commonwealth of Kentucky, created pursuant to KRS Chapter 67A (Hereinafter "Government"), on behalf of its Office of the Urban County Council, and Idle Hour Neighbors' Alliance (Hereinafter "Organization"), of 205 St. Ann Dr., Lexington, KY 40502, Fayette County.

W I T N E S S E T H:

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

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

WHEREAS, Organization accordingly enhances the environment of Lexington; and

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

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

1. **Amount and Intended Use of Neighborhood Development Funds**. Government hereby grants Organization the sum of $1,390 (One Thousand Three Hundred Ninety Dollars and Zero Cents) for the following lawful public purpose:

   [For the printing of two neighborhood newsletters and 5 yard signs to publicize the neighborhood picnic]

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

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

4. **Required Documentation**. Organization shall submit all relevant receipts and financial documentation to Councilmember Sheehan's office, documenting the use of the granted funds for the specified lawful public purpose, within six (6) months of receiving the Neighborhood Development Fund check. If Organization **fails to provide the required documentation, the Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year**.

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

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

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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: Linda Gorton
Linda Gorton, MAYOR

ATTEST:

Abbye Allan
CLERK OF URBAN COUNTY COUNCIL

By: Beate Popkin
(Beate Popkin)
(Idle Hour Neighbors' Alliance)

Docusign Envelope ID: F4DFCB1E-EDC3-49A3-B484-F08F43E44642

AGREEMENT

THIS AGREEMENT, made and entered into on the 2nd day of June, 2025 by and between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, an Urban County Government of the Commonwealth of Kentucky, created pursuant to KRS Chapter 67A (Hereinafter "Government"), on behalf of its Office of the Urban County Council, and Fayette County Military Suicide Prevention Coalition (Hereinafter "Organization"), of PO Box 910151, Lexington, KY 40591, Fayette County.

W I T N E S S E T H:

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

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

WHEREAS, Organization accordingly enhances the environment of Lexington; and

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

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

1. **Amount and Intended Use of Neighborhood Development Funds**. Government hereby grants Organization the sum of $2,600 (Two Thousand Six Hundred Dollars and Zero Cents) for the following lawful public purpose:

   [For a sponsorship of their annual gala which raises funds to support suicide prevention initiatives ensuring that veterans and active duty military members receive the support they need]

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

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

4. **Required Documentation**. Organization shall submit all relevant receipts and financial documentation to Councilmember Sheehan's office, documenting the use of the granted funds for the specified lawful public purpose, within six (6) months of receiving the Neighborhood Development Fund check. If Organization **fails to provide the required documentation, the Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year**.

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

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

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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: Linda Gorton
Linda Gorton, MAYOR

ATTEST:

Abbye Allan
CLERK OF URBAN COUNTY COUNCIL

By: J PM
(Jamie Palumbo)
(Fayette County Military Suicide Prevention Coalition)

AGREEMENT

THIS AGREEMENT, made and entered into on the 2nd day of June, 2025 by and between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, an Urban County Government of the Commonwealth of Kentucky, created pursuant to KRS Chapter 67A (Hereinafter "Government"), on behalf of its Office of the Urban County Council, and FaithPointe Ministries (Hereinafter "Organization"), of 549 Parkside Dr., Lexington, KY 40505, Fayette County.

W I T N E S S E T H:

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

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

WHEREAS, Organization accordingly enhances the environment of Lexington; and

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

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

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

   [To assist with a field day for community students, grades K-5 for finishing the school year]

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

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

4. **Required Documentation**. Organization shall submit all relevant receipts and financial documentation to Councilmember Gray's office, documenting the use of the granted funds for the specified lawful public purpose, within six (6) months of receiving the Neighborhood Development Fund check. If Organization **fails to provide the required documentation, the Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year**.

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

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

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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: Linda Gorton
Linda Gorton, MAYOR

ATTEST:

Abbye Allan
CLERK OF URBAN COUNTY COUNCIL

By:
(Tresa Lewis)
(FaithPointe Ministries)

AGREEMENT

THIS AGREEMENT, made and entered into on the 2nd day of June, 2025 by and between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, an Urban County Government of the Commonwealth of Kentucky, created pursuant to KRS Chapter 67A (Hereinafter "Government"), on behalf of its Office of the Urban County Council, and Jubilee Jobs of Lexington (Hereinafter "Organization"), of 535 W. Second St. Ste. 205, Lexington, KY 40508, Fayette County.

W I T N E S S E T H:

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

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

WHEREAS, Organization accordingly enhances the environment of Lexington; and

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

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

1. **Amount and Intended Use of Neighborhood Development Funds**. Government hereby grants Organization the sum of $850 (Eight Hundred Fifty Dollars and Zero Cents) for the following lawful public purpose:

   [For their third annual back to work BBQ]

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

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

4. **Required Documentation**. Organization shall submit all relevant receipts and financial documentation to Councilmember Reynolds's office, documenting the use of the granted funds for the specified lawful public purpose, within six (6) months of receiving the Neighborhood Development Fund check. If Organization **fails to provide the required documentation, the Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year**.

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

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

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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: Linda Gorton
Linda Gorton, MAYOR

ATTEST:

Abbye Allan
CLERK OF URBAN COUNTY COUNCIL

By: Mason King
(Mason King)
(Jubilee Jobs of Lexington)

AGREEMENT

THIS AGREEMENT, made and entered into on the 2nd day of June, 2025 by and between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, an Urban County Government of the Commonwealth of Kentucky, created pursuant to KRS Chapter 67A (Hereinafter "Government"), on behalf of its Office of the Urban County Council, and STARS Inc. (Hereinafter "Organization"), of 118 W. 8th St. Unit C, Paris, KY 40601, Scott County.

W I T N E S S E T H:

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

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

WHEREAS, Organization accordingly enhances the environment of Lexington; and

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

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

1. **Amount and Intended Use of Neighborhood Development Funds**. Government hereby grants Organization the sum of $350 (Three Hundred Fifty Dollars and Zero Cents) for the following lawful public purpose:

   [To assist with music production class costs to show students how to develop criteria for digital distribution, CD manufacturing, mix and mastering of music and live studio time]

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

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

4. **Required Documentation**. Organization shall submit all relevant receipts and financial documentation to Councilmember Morton's office, documenting the use of the granted funds for the specified lawful public purpose, within six (6) months of receiving the Neighborhood Development Fund check. If Organization **fails to provide the required documentation, the Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year**.

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

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

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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: Linda Gorton
Linda Gorton, MAYOR

ATTEST:

Abbye Allan
CLERK OF URBAN COUNTY COUNCIL

By: Nicholas Lilly
(Nicholas Lilly)
(STARS Inc.)

AGREEMENT

THIS AGREEMENT, made and entered into on the 2nd day of June, 2025 by and between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, an Urban County Government of the Commonwealth of Kentucky, created pursuant to KRS Chapter 67A (Hereinafter "Government"), on behalf of its Office of the Urban County Council, and African American Arts Associaton Inc. (Hereinafter "Organization"), of 945 Delaware Ave., Lexington, KY 40505, Fayette County.

WITNESSETH:

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

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

WHEREAS, Organization accordingly enhances the environment of Lexington; and

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

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

1. **Amount and Intended Use of Neighborhood Development Funds**. Government hereby grants Organization the sum of $1,625 (One Thousand Six Hundred Twenty-Five Dollars and Zero Cents) for the following lawful public purpose:

   [For community engagement events hosted at Coleman Crest Farm]

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

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

4. **Required Documentation**. Organization shall submit all relevant receipts and financial documentation to Councilmember Boone's office, documenting the use of the granted funds for the specified lawful public purpose, within six (6) months of receiving the Neighborhood Development Fund check. If Organization **fails to provide the required documentation, the Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year**.

Docusign Envelope ID: C8612EC3-8AE7-4EA9-AC72-44CCA50CED01

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

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

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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: Linda Gorton
Linda Gorton, MAYOR

ATTEST:

Abbye Allan
CLERK OF URBAN COUNTY COUNCIL

By: Leslie Evans
(Leslie Evans)
(African American Arts Associaton Inc.)

AGREEMENT

THIS AGREEMENT, made and entered into on the 2nd day of June, 2025 by and between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, an Urban County Government of the Commonwealth of Kentucky, created pursuant to KRS Chapter 67A (Hereinafter "Government"), on behalf of its Office of the Urban County Council, and A Different World, Inc. (Hereinafter "Organization"), of 3628 Keystone Court, Lexington, KY 40517, Fayette County.

WITNESSETH:

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

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

WHEREAS, Organization accordingly enhances the environment of Lexington; and

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

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

1. **Amount and Intended Use of Neighborhood Development Funds**. Government hereby grants Organization the sum of $700 (Seven Hundred Dollars and Zero Cents) for the following lawful public purpose:

   [For equipment for sensory events for families of those with sensory sensitivities]

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

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

4. **Required Documentation**. Organization shall submit all relevant receipts and financial documentation to Councilmember Beasley's office, documenting the use of the granted funds for the specified lawful public purpose, within six (6) months of receiving the Neighborhood Development Fund check. If Organization **fails to provide the required documentation, the Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year**.

Docusign Envelope ID: BB1894AF-03FE-440D-85A7-2F02BE704373

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

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

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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: Linda Gorton
Linda Gorton, MAYOR

ATTEST:

Abbye Allan
CLERK OF URBAN COUNTY COUNCIL

By: Samantha Fields
(Samantha Fields)
(A Different World, Inc.)

AGREEMENT

THIS AGREEMENT, made and entered into on the 2nd day of June, 2025 by and between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, an Urban County Government of the Commonwealth of Kentucky, created pursuant to KRS Chapter 67A (Hereinafter "Government"), on behalf of its Office of the Urban County Council, and GreenHouse17 Inc. (Hereinafter "Organization"), of PO Box 55190, Lexington, KY 40555-5190, Fayette County.

W I T N E S S E T H:

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

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

WHEREAS, Organization accordingly enhances the environment of Lexington; and

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

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

1. **Amount and Intended Use of Neighborhood Development Funds**. Government hereby grants Organization the sum of $2,005 (Two Thousand Five Dollars and Zero Cents) for the following lawful public purpose:

   [For a new ice and water dispenser in the shelter]

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

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

4. **Required Documentation**. Organization shall submit all relevant receipts and financial documentation to Councilmember Boone's office, documenting the use of the granted funds for the specified lawful public purpose, within six (6) months of receiving the Neighborhood Development Fund check. If Organization **fails to provide the required documentation, the Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year**.

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

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

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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: Linda Gorton
Linda Gorton, MAYOR

ATTEST:

Abbye Allan
CLERK OF URBAN COUNTY COUNCIL

By: Darlene B. Thomas
(Darlene Thomas)
(GreenHouse17 Inc.)

AGREEMENT

THIS AGREEMENT, made and entered into on the 2nd day of June, 2025 by and between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, an Urban County Government of the Commonwealth of Kentucky, created pursuant to KRS Chapter 67A (Hereinafter "Government"), on behalf of its Office of the Urban County Council, and Oakwood Neighborhood Association Inc. (Hereinafter "Organization"), of 1087 Oakwood Dr., Lexington, KY 40511, Fayette County.

WITNESSETH:

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

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

WHEREAS, Organization accordingly enhances the environment of Lexington; and

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

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

1. **Amount and Intended Use of Neighborhood Development Funds**. Government hereby grants Organization the sum of $700 (Seven Hundred Dollars and Zero Cents) for the following lawful public purpose:

   [For neighborhood community gatherings costs such as food, drinks, supplies, and DJ]

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

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

4. **Required Documentation**. Organization shall submit all relevant receipts and financial documentation to Councilmember Morton's office, documenting the use of the granted funds for the specified lawful public purpose, within six (6) months of receiving the Neighborhood Development Fund check. If Organization **fails to provide the required documentation, the Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year**.

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

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

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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: Linda Gorton
Linda Gorton, MAYOR

ATTEST:

Abbye Allan
CLERK OF URBAN COUNTY COUNCIL

By: Vicki Mitchell
(Vicki Mitchell)
(Oakwood Neighborhood Association Inc.)

Docusign Envelope ID: 7A76AFC0-4D80-4C9A-8DC1-B65292C2EBBA

AGREEMENT

THIS AGREEMENT, made and entered into on the 2nd day of June, 2025 by and between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, an Urban County Government of the Commonwealth of Kentucky, created pursuant to KRS Chapter 67A (Hereinafter "Government"), on behalf of its Office of the Urban County Council, and Meadowcreek Neighborhood Association (Hereinafter "Organization"), of PO Box 23612, Lexington, KY 40523, Fayette County.

W I T N E S S E T H:

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

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

WHEREAS, Organization accordingly enhances the environment of Lexington; and

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

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

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

   [For food and materials provided at the 2025 Community Fall Festival]

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

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

4. **Required Documentation**. Organization shall submit all relevant receipts and financial documentation to Councilmember Beasley's office, documenting the use of the granted funds for the specified lawful public purpose, within six (6) months of receiving the Neighborhood Development Fund check. If Organization **fails to provide the required documentation, the Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year**.

Docusign Envelope ID: 7A76AFC0-4D80-4C9A-8DC1-B65292C2EBBA

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

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

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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: Linda Gorton
Linda Gorton, MAYOR

ATTEST:

Abbye Allan
CLERK OF URBAN COUNTY COUNCIL

By: Kathleen Luchtefeld
(Kat Luchtefeld)
(Meadowcreek Neighborhood Association)

Docusign Envelope ID: 64221967-A207-4C1C-B91A-272554144B31

AGREEMENT

THIS AGREEMENT, made and entered into on the 2nd day of June, 2025 by and between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, an Urban County Government of the Commonwealth of Kentucky, created pursuant to KRS Chapter 67A (Hereinafter "Government"), on behalf of its Office of the Urban County Council, and Lexington Christian Academy (Hereinafter "Organization"), of 450 W. Reynolds Rd., Lexington, KY 40503, Fayette County.

W I T N E S S E T H:

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

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

WHEREAS, Organization accordingly enhances the environment of Lexington; and

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

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

1. **Amount and Intended Use of Neighborhood Development Funds**. Government hereby grants Organization the sum of $300 (Three Hundred Dollars and Zero Cents) for the following lawful public purpose:

   [For the Lexington Christian Academy boys soccer for cleats and soccer equipment]

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

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

4. **Required Documentation**. Organization shall submit all relevant receipts and financial documentation to Councilmember Beasley's office, documenting the use of the granted funds for the specified lawful public purpose, within six (6) months of receiving the Neighborhood Development Fund check. If Organization **fails to provide the required documentation, the Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year**.

Docusign Envelope ID: 64221967-A207-4C1C-B91A-272554144B31

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

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

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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: Linda Gorton
Linda Gorton, MAYOR

ATTEST:

Abbye Allan
CLERK OF URBAN COUNTY COUNCIL

By: Zac Barnhart
(Zac Barnhart)
(Lexington Christian Academy)

Docusign Envelope ID: AF6D3475-0AF4-4E9A-81C9-B2BBF56E2911

AGREEMENT

THIS AGREEMENT, made and entered into on the 2nd day of June, 2025 by and between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, an Urban County Government of the Commonwealth of Kentucky, created pursuant to KRS Chapter 67A (Hereinafter "Government"), on behalf of its Office of the Urban County Council, and True Jurnee Limited (Hereinafter "Organization"), of 717 Chiles Ave., Lexington, KY 40508, Fayette County.

W I T N E S S E T H:

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

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

WHEREAS, Organization accordingly enhances the environment of Lexington; and

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

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

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

   [To support West End Day, a community event fostering a sense of inclusion, celebration, and support for the west end of Lexington]

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

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

4. **Required Documentation**. Organization shall submit all relevant receipts and financial documentation to Councilmember Lynch's office, documenting the use of the granted funds for the specified lawful public purpose, within six (6) months of receiving the Neighborhood Development Fund check. If Organization **fails to provide the required documentation, the Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year**.

Docusign Envelope ID: AF6D3475-0AF4-4E9A-81C9-B2BBF56E2911

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

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

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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: Linda Gorton
Linda Gorton, MAYOR

ATTEST:

Abbye Allan
CLERK OF URBAN COUNTY COUNCIL

By: James Turley
(James Turley)
(True Jurnee Limited)

Docusign Envelope ID: 2B61F66C-B987-4D2A-A0E5-F611E5519F90

AGREEMENT

THIS AGREEMENT, made and entered into on the 2nd day of June, 2025 by and between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, an Urban County Government of the Commonwealth of Kentucky, created pursuant to KRS Chapter 67A (Hereinafter "Government"), on behalf of its Office of the Urban County Council, and Kentucky Health Justice Network (Hereinafter "Organization"), of PO Box 4761, Louisville, KY 40204, Jefferson County.

WITNESSETH:

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

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

WHEREAS, Organization accordingly enhances the environment of Lexington; and

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

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

1. **Amount and Intended Use of Neighborhood Development Funds**. Government hereby grants Organization the sum of $750 (Seven Hundred Fifty Dollars and Zero Cents) for the following lawful public purpose:

   [For financial assistance for gender affirming care, including healthcare costs, clothing, and items]

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

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

4. **Required Documentation**. Organization shall submit all relevant receipts and financial documentation to Councilmember Curtis's office, documenting the use of the granted funds for the specified lawful public purpose, within six (6) months of receiving the Neighborhood Development Fund check. If Organization **fails to provide the required documentation, the Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year**.

Docusign Envelope ID: 2B61F66C-B987-4D2A-A0E5-F611E5519F90

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

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

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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: Linda Gorton
Linda Gorton, MAYOR

ATTEST:

Abbye Allan
CLERK OF URBAN COUNTY COUNCIL

By: Oliver Hall
(Oliver Hall)
(Kentucky Health Justice Network)

Docusign Envelope ID: 70229E99-3F8B-4462-881A-C5CFB64C86D3

AGREEMENT

THIS AGREEMENT, made and entered into on the 2nd day of June, 2025 by and between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, an Urban County Government of the Commonwealth of Kentucky, created pursuant to KRS Chapter 67A (Hereinafter "Government"), on behalf of its Office of the Urban County Council, and Lexington Gay Services Organization Inc. (Hereinafter "Organization"), of 389 Waller Ave. Ste. 100, Lexington, KY 40504, Fayette County.

W I T N E S S E T H:

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

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

WHEREAS, Organization accordingly enhances the environment of Lexington; and

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

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

1. **Amount and Intended Use of Neighborhood Development Funds**. Government hereby grants Organization the sum of $2,650 (Two Thousand Six Hundred Fifty Dollars and Zero Cents) for the following lawful public purpose:

   [For Pride Prom expenses inlcuding venue fees, food, beverages, DJ, and gift items]

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

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

4. **Required Documentation**. Organization shall submit all relevant receipts and financial documentation to Councilmember Curtis's office, documenting the use of the granted funds for the specified lawful public purpose, within six (6) months of receiving the Neighborhood Development Fund check. If Organization **fails to provide the required documentation, the Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year**.

Docusign Envelope ID: 70229E99-3F8B-4462-881A-C5CFB64C86D3

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

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

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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: Linda Gorton
Linda Gorton, MAYOR

ATTEST:

Abbye Allan
CLERK OF URBAN COUNTY COUNCIL

By: Lexie McCutcheon
(Lexie McCutcheon)
(Lexington Gay Services Organization Inc.)

Docusign Envelope ID: 519ED4A7-11ED-4C29-8E29-28A468C31962

AGREEMENT

THIS AGREEMENT, made and entered into on the 2nd day of June, 2025 by and between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, an Urban County Government of the Commonwealth of Kentucky, created pursuant to KRS Chapter 67A (Hereinafter "Government"), on behalf of its Office of the Urban County Council, and Rosemill Neighbors Association, Inc. (Hereinafter "Organization"), of 2507 Windsor Court, Lexington, KY 40503, Fayette County.

W I T N E S S E T H:

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

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

WHEREAS, Organization accordingly enhances the environment of Lexington; and

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

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

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

   [To assist with maintenance and improvements to the Windsor Court Circle garden]

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

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

4. **Required Documentation**. Organization shall submit all relevant receipts and financial documentation to Councilmember Sevigny's office, documenting the use of the granted funds for the specified lawful public purpose, within six (6) months of receiving the Neighborhood Development Fund check. If Organization **fails to provide the required documentation, the Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year**.

Docusign Envelope ID: 519ED4A7-11ED-4C29-8E29-28A468C31962

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

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

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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: Linda Gorton
Linda Gorton, MAYOR

ATTEST:

Abbye Allan
CLERK OF URBAN COUNTY COUNCIL

By: Allison Arnett Gillum
(Allison Arnett Gillum)
(Rosemill Neighbors Association, Inc.)

AGREEMENT

THIS AGREEMENT, made and entered into on the 2nd day of June, 2025 by and between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, an Urban County Government of the Commonwealth of Kentucky, created pursuant to KRS Chapter 67A (Hereinafter "Government"), on behalf of its Office of the Urban County Council, and Georgetown Street Area Neighborhood Association (Hereinafter "Organization"), of PO Box 11382, Lexington, KY 40575, Fayette County.

W I T N E S S E T H:

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

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

WHEREAS, Organization accordingly enhances the environment of Lexington; and

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

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

1. **Amount and Intended Use of Neighborhood Development Funds**. Government hereby grants Organization the sum of $1300 (One Thousand Three Hundred Dollars and Zero Cents) for the following lawful public purpose:

   [For programming and purchasing yard signs and banners for neighborhood events]

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

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

4. **Required Documentation**. Organization shall submit all relevant receipts and financial documentation to Councilmember Morton's office, documenting the use of the granted funds for the specified lawful public purpose, within six (6) months of receiving the Neighborhood Development Fund check. If Organization **fails to provide the required documentation, the Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year**.

Docusign Envelope ID: A66BD6C2-82B3-4757-8E66-5A1EE20CDDF3

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

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

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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: Linda Gorton
Linda Gorton, MAYOR

ATTEST:

Abbye Allan
CLERK OF URBAN COUNTY COUNCIL

By:
(Marcia Marshall)
(Georgetown Street Area Neighborhood Association)

Docusign Envelope ID: 6261ABBB-4E22-4FA8-8601-FEF13BC4A5F7

R-247-2025
Contract #141-2025

AGREEMENT

THIS AGREEMENT, made and entered into on the 2nd day of July, 2025 by and between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, an Urban County Government of the Commonwealth of Kentucky, created pursuant to KRS Chapter 67A (Hereinafter "Government"), on behalf of its Office of the Urban County Council, and Phoenix Rising of Lexington (Hereinafter "Organization"), of 1450 N. Broadway, Lexington, KY 40505, Fayette County.

W I T N E S S E T H:

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

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

WHEREAS, Organization accordingly enhances the environment of Lexington; and

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

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

1. **Amount and Intended Use of Neighborhood Development Funds**. Government hereby grants Organization the sum of $1,150 (One Thousand One Hundred Fifty Dollars and Zero Cents) for the following lawful public purpose:
   [For expenses related to the 10th annual "Honoring African Americans in the Horse Industry" event on August 16th, 2025 at the Lyric Theatre]

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

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

4. **Required Documentation**. Organization shall submit all relevant receipts and financial documentation to Councilmember J. Brown's office, documenting the use of the granted funds for the specified lawful public purpose, within six (6) months of receiving the Neighborhood Development Fund check. If Organization **fails to provide the required documentation, the Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year**.

Docusign Envelope ID: 6261ABBB-4E22-4FA8-8601-FEF13BC4A5F7

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

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

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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: Linda Gorton
Linda Gorton, MAYOR

ATTEST:

Abbye Allan
CLERK OF URBAN COUNTY COUNCIL

By: Howard Myers
(Howard Myers)
(Phoenix Rising of Lexington)

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0355-22

File ID:	0355-22	**Type:**	Agenda Item	**Status:**	Agenda Ready
Version:	1	**Contract #:**		**In Control:**	Urban County Council Work Session
				File Created:	04/07/2022
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 0355-22

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0480-25

File ID:	0480-25	**Type:**	Resolution	**Status:**	Approved
Version:	1	**Contract #:**		**In Control:**	Urban County Council
				File Created:	05/06/2025
File Name:	Change Order Odor Control Master Planning			**Final Action:**	06/12/2025

Title: A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute Change Order #1 to the Engineering Services Agreement with Webster Environmental Associates' for work associated with the Sewer Odor Control Master Planning and Program Management Services, for the Div. of Water Quality, increasing the cost of the Engineering Services Agreement by $1,572,038. [Div. of Water Quality, Martin]

Notes:

Sponsors:		**Enactment Date:**	06/12/2025
Attachments:	Blue Sheet Memo.2, Change_ Order_20250423_0001, RESO 0480-25 4901-3723-7831 v.1.docx, R-261-2025	**Enactment Number:**	R-261-2025
Deed #:		**Hearing Date:**	
Drafter:	Christina King	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	05/27/2025	Approved and Referred to Docket	Urban County Council	05/29/2025		Pass
1	Urban County Council	05/29/2025	Received First Reading	Urban County Council	06/12/2025		
1	Urban County Council	06/12/2025	Approved				Pass

Text of Legislative File 0480-25

Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute Change Order #1 to the Engineering Services Agreement with Webster Environmental Associates' for work associated with the Sewer Odor Control Master Planning and Program Management Services, for the Div. of Water Quality,

increasing the cost of the Engineering Services Agreement by $1,572,038. [Div. of Water Quality, Martin]

Summary

Authorization to approve of Webster Environmental Associates' professional services Change Order #1 for work associated with the sewer Odor Control Master Planning and Program Management Services (RFP-51-2023), increasing the cost by $1,572,038 from $550,000 to $2,122,038. (L0480-25)(Martin/Albright)

Budgetary Implications [select]: Yes

Advance Document Review:

Law: Yes William Razor 4/30/25

Risk Management:

Fully Budgeted [select]: Yes

Account Number: 4003-303401-3401-92711

This Fiscal Year Impact: $1,572,038

Annual Impact: $

Project: WWTPODORCONTROL

Activity:

Budget Reference: 2024

Current Balance: $4,035,356.80

MAYOR LINDA GORTON

LEXINGTON

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

TO: Mayor Linda Gorton
Urban County Council

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

DATE: April 23, 2025

SUBJECT: Odor Control Master Planning – Change Order #1
RFP-51-2023 / Contract #29-2024 / R-064-2024

Request

The purpose of this memorandum is to recommend the approval of Webster Environmental Associates' professional services change order #1 for work associated with sewer **Odor Control Master Planning** and program management services.

Purpose of Request

The Division of Water Quality issued RFP-51-2023 to acquire the technical support needed for correcting odor control deficiencies within the sanitary sewer system. Escalating odor complaints from customers, combined with measured substandard performance by existing odor control equipment, clearly indicate that improving the overall program was necessary. Projects planned for FY26 include:

- Design Services for West Hickman Headworks & Solids Process Building improvements. Town Branch
- Design Services for Town Branch Solids Process Building improvements.

Project Cost in FY26

Administration, design and construction management costs for work assigned in the change order form is estimated to be $1,572,038.00, increasing the cost from $550,000.00 to $2,122,038.00.

Are the funds budgeted

The funds are budgeted in: 4003-303401-3401-92711 WWTPODORCONTROL 2024 LFUCG

Martin / Albright

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

	Date:	**April 23, 2025**	
	Project:	Odor Control Master Planning	
	Location:	Division of Water Quality	
To (Contractor): Webster Environmental Associates 13121 Eastpoint Park Blvd #E Louisville, KY 40223	Contract No.	#029-2024 - R 064-2024	
	Original Contract Amt.	$550,000.00	
	Cumulative Amount of Previous Change Orders	$0.00	
	Percent Change - Previous Change Orders		0.00%
	Total Contract Amount Prior to this Change Order	$550,000.00	
	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	Professional servics supporting collection system improvements		$239,588.00	
2	Design Services for WH WWTP headworks improvements		$154,380.00	
3	Design Services for TB WWTP solids building improvements		$234,590.00	
4	Design Services for WH WWTP solids building improvements		$340,000.00	
5	Design Services for South Elkhorn activated carbon installation		$153,480.00	
6	FY26 work administering the program		$450,000.00	
	Total decrease	$0.00		
	Total increase		$1,572,038.00	
	Net Amount of this Change Order	$1,572,038.00		
	New Contract Amount Including this Change Order	$2,122,038.00		
	Percent Change - This Change Order			285.83%
	Percent Change - All Change Orders			285.83%

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

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

Recommended by:	(Project Manager)	Date
Reviewed / Accepted by:	(Consultant)	Date
Accepted by:	(Contractor)	Date
Approved by:	(Director)	Date 4-23-25
Approved by: N/A (Less than 5%) Nancy Albright	(Commissioner)	Date 4/30/25
Approved by: N/A (Less than 5%)	(Mayor or CAO)	Date

JUSTIFICATION FOR CHANGE	PROJECT: Odor Control Master Planning
	CONTRACT NO. 29-2024 R 064-2024
	CHANGE ORDER #: 1

1. Contract modification for ongoing odor control program improvements.

2. Is proposed change an alternate bid? ___Yes _X__No

3. Will proposed change alter the physical size of the project? _X__Yes ___No

   If "Yes", explain. Continues the design and construction management actions originally contemplated by the original scope of work (blue sheet memo proposed a renewable contract)

4. Effect of this change on other prime contractors: NA

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: New and expanded equipment will require more O&M

8. Effect on contract completion date: A future CO will be needed to extend another 365 days

_____ Mayor

_____ Date

RESOLUTION NO._____-2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE CHANGE ORDER #1 TO THE ENGINEERING SERVICES AGREEMENT WITH WEBSTER ENVIRONMENTAL ASSOCIATES' FOR WORK ASSOCIATED WITH THE SEWER ODOR CONTROL MASTER PLANNING AND PROGRAM MANAGEMENT SERVICES, FOR THE DIVISION OF WATER QUALITY, INCREASING THE COST OF THE ENGINEERING SERVICES AGREEMENT BY $1,572,038.00.

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

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute Change Order #1, which is attached hereto and incorporated herein by reference, to the Engineering Services Agreement approved by Council by Resolution No. 064-2024 for work associated with the Sewer Odor Control Master Planning and Program Management Services for the Division of Water Quality.

Section 2 - That an amount, not to exceed $1,572,038.00, be and hereby is approved for payment to Webster Environmental Associates, from account # 4003-303401-92711, pursuant to the terms of Change Order #1 and the Engineering Services Agreement, which increases the cost of the Engineering Services Agreement from $550,000 to $2,122,038.00.

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

PASSED URBAN COUNTY COUNCIL:

_____
MAYOR

ATTEST:

_____
CLERK OF URBAN COUNTY COUNCIL
0480-25:WDR:4901-3723-7831, v. 1

RESOLUTION NO. 261 -2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE CHANGE ORDER #1 TO THE ENGINEERING SERVICES AGREEMENT WITH WEBSTER ENVIRONMENTAL ASSOCIATES' FOR WORK ASSOCIATED WITH THE SEWER ODOR CONTROL MASTER PLANNING AND PROGRAM MANAGEMENT SERVICES, FOR THE DIVISION OF WATER QUALITY, INCREASING THE COST OF THE ENGINEERING SERVICES AGREEMENT BY $1,572,038.00.

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

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute Change Order #1, which is attached hereto and incorporated herein by reference, to the Engineering Services Agreement approved by Council by Resolution No. 064-2024 for work associated with the Sewer Odor Control Master Planning and Program Management Services for the Division of Water Quality.

Section 2 - That an amount, not to exceed $1,572,038.00, be and hereby is approved for payment to Webster Environmental Associates, from account # 4003-303401-92711, pursuant to the terms of Change Order #1 and the Engineering Services Agreement, which increases the cost of the Engineering Services Agreement from $550,000 to $2,122,038.00.

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

PASSED URBAN COUNTY COUNCIL: June 12, 2025

Linda Gorton

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0480-25:WDR:4901-3723-7831, v. 1

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0484-25

File ID:	0484-25	**Type:**	Resolution	**Status:**	Approved
Version:	1	**Contract #:**		**In Control:**	Urban County Council
				File Created:	05/07/2025
File Name:	Change Order Cardinal Valley NA			**Final Action:**	06/12/2025

Title: A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute Change Order No. 1 to the Grant Award Agreement with Cardinal Valley Neighborhood Association, for a Stormwater Quality Project, terminating the Grant Award in its entirety, in the amount of $3,412.60. [Div. of Water Quality, Martin]

Notes:

Sponsors:

Enactment Date: 06/12/2025

Attachments: Blue Sheet Memo, Map, Contract_, RESO 0484-25 Change Order 1 Stormwater Quality Grant Cardinal Valley Neighborhood Association 4901-0218-2725 v.1.docx, R-262-2025

Enactment Number: R-262-2025

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:
1	Urban County Council Work Session	05/27/2025	Approved and Referred to Docket	Urban County Council	05/29/2025		Pass
1	Urban County Council	05/29/2025	Received First Reading	Urban County Council	06/12/2025		
1	Urban County Council	06/12/2025	Approved				Pass

Text of Legislative File 0484-25

Title

A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute Change Order No. 1 to the Grant Award Agreement with Cardinal Valley Neighborhood Association, for a Stormwater Quality Project, terminating the Grant Award in its entirety, in the amount of $3,412.60. [Div. of Water Quality, Martin]

Summary

Authorization to approve Change Order 1 for FY23 Stormwater Quality Projects Incentive Grant for Cardinal Valley Neighborhood Association, decreasing the full award amount of $3,412.60. The recipient has canceled the Grant. (L0484-25)(Martin/Albright)

Budgetary Implications [select]: Yes

Advance Document Review:

Law:Yes Gabriel Thatcher 4/30/25

Risk Management:No

Fully Budgeted [select]: yes

Account Number: 4052-303204-3373-78112

This Fiscal Year Impact: -$3,412.60

Annual Impact: $

Project: WQINCENTIVE_23

Activity: WQ_GRANT

Budget Reference:

Current Balance: $371,469.09

MAYOR LINDA GORTON

LEXINGTON

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

TO: Mayor Linda Gorton
Urban County Council

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

DATE: April 24, 2025

SUBJECT: Change Order Request for FY23 Stormwater Quality Projects Incentive Grants

---

Request

The purpose of this memorandum is to request a Change Order to terminate the FY23 Stormwater Quality Projects Incentive Grant for Cardinal Valley Neighborhood Association in the amount totaling $3,412.60, Contract #060.2023.

Purpose of Request

The original grant award to Cardinal Valley Neighborhood Association **was for** $3,412.60**; however, the Grantee has opted to cancel the grant.**

The $3,412.60 **from this decreasing change order request will be returned to the Stormwater Quality Projects Incentive Grant Program for award in FY23.**

Project Cost in FY25 and in Future Budget Years

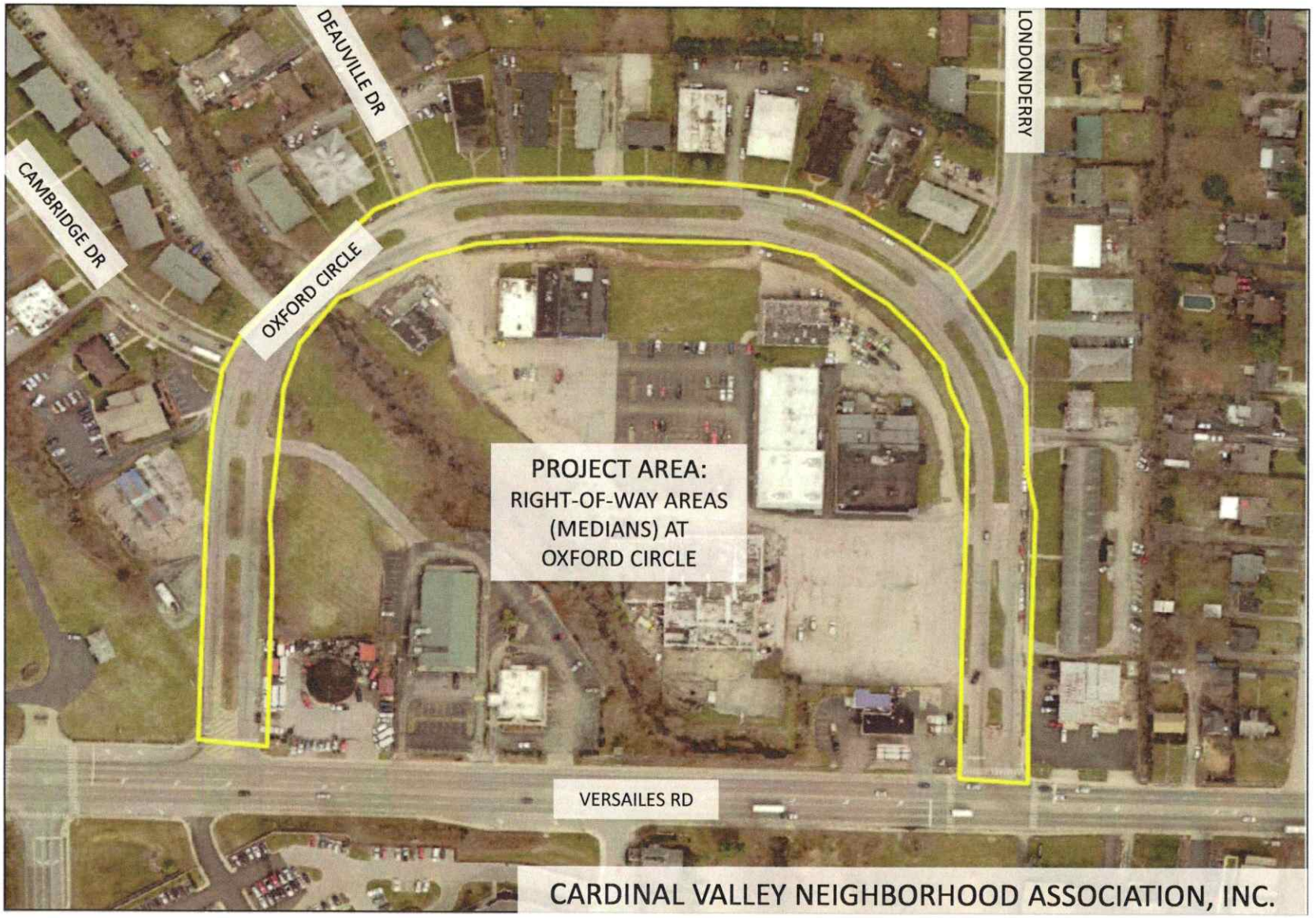
The decreasing change order savings of $3,412.60 will be returned to fund 4052 for FY26 grant awards.

Are Funds Budgeted

Savings from this decreasing change order are budgeted in:
4052 – 303204 – 3373 – 78112 – WQINCENTIVE_23 – WQ_GRANT
However, once the change order is approved, there will be a budget amendment to move the funds into:
4052 – 303204 – 3373 – 78112 – WQINCENTIVE_25 – WQ_GRANT

Albright/Martin

Stormwater Quality Projects Incentive Grant Program



LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT CONTRACT CHANGE ORDER

Page 1 of 2

	Date:	April 23, 2025	
	Project:	Cardinal Valley Neighborhood Association, Inc.	
	Location:		
To (Grantee): Cardinal Valley Neighborhood Association, Inc. P.O. Box 8776 Lexington, KY 40533-8776	Contract No.	060-2023	
	Original Contract Amt.	$3,412.60	
	Cumulative Amount of Previous Change Orders	$0.00	
	Percent Change - Previous Change Orders		0.00%
	Total Contract Amount Prior to this Change Order	$3,412.60	
	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	Grantee decided to terminate the Stormwater Quality Projects Incentive Grant	$3,412.60	
2			
3			
4			
5			
6			
	Total decrease	$3,412.60	
	Total increase		$0.00
	Net Amount of this Change Order	($3,412.60)	
	New Contract Amount Including this Change Order	$0.00	
	Percent Change - This Change Order		-100.00%
	Percent Change - All Change Orders		-100.00%

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: Trinka H. Mc	(Project Manager)	Date	4/23/2025
Reviewed / Accepted by:	(Consultant)	Date	4/25/25
Accepted by:	(Contractor)	Date	
Approved by:	(Director)	Date	4-25-25
Approved by: N/A (Less than 5%) Nancy Albright	(Commissioner)	Date	5/1/25
Approved by: N/A (Less than 5%)	(Mayor or CAO)	Date	

JUSTIFICATION FOR CHANGE	PROJECT: Cardinal Valley Neighborhood Association, Inc. (CVNA) FY23 Class A Neighborhood Stormwater Quality Project Incentive Grant
	CONTRACT NO. 060-2023
	CHANGE ORDER #: 1

1. Grantee decided to terminate the grant

2. Is proposed change an alternate bid? ___Yes ___No

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

   If "Yes", explain.

4. Effect of this change on other prime contractors:

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

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

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

7. Effect on operation and maintenance costs:

8. Effect on contract completion date:

_____ Mayor

_____ Date

RESOLUTION NO. _____ - 2025

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE CHANGE ORDER NO. 1 TO THE GRANT AWARD AGREEMENT WITH CARDINAL VALLEY NEIGHBORHOOD ASSOCIATION, FOR A STORMWATER QUALITY PROJECT, TERMINATING THE GRANT AWARD IN ITS ENTIRETY, IN THE AMOUNT OF $3,412.60.

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute Change Order No. 1, which is attached hereto and incorporated herein by reference, to the Grant Award Agreement with Cardinal Valley Neighborhood Association, for a stormwater quality project, terminating the grant award in its entirety, in the amount of $3,412.60.

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

PASSED URBAN COUNTY COUNCIL:

_____
MAYOR

ATTEST:

_____
CLERK OF URBAN COUNTY COUNCIL
0484-25:GET: 4901-0218-2725, v. 1

RESOLUTION NO. 262 - 2025

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE CHANGE ORDER NO. 1 TO THE GRANT AWARD AGREEMENT WITH CARDINAL VALLEY NEIGHBORHOOD ASSOCIATION, FOR A STORMWATER QUALITY PROJECT, TERMINATING THE GRANT AWARD IN ITS ENTIRETY, IN THE AMOUNT OF $3,412.60.

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute Change Order No. 1, which is attached hereto and incorporated herein by reference, to the Grant Award Agreement with Cardinal Valley Neighborhood Association, for a stormwater quality project, terminating the grant award in its entirety, in the amount of $3,412.60.

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

PASSED URBAN COUNTY COUNCIL: June 12, 2025

Linda Gorton
MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0484-25:GET: 4901-0218-2725, v. 1

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0489-25

File ID:	0489-25	**Type:**	Resolution	**Status:**	Approved
Version:	1	**Contract #:**		**In Control:**	Urban County Council
				File Created:	05/08/2025
File Name:	Pride Festival PSA 2025			**Final Action:**	05/29/2025

Title: A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute a Purchase of Service Agreement with the Lexington Pride Center to support the Annual LGBTQ Festival, at a cost not to exceed $5,000. [Mayor's Office, Scott]

Notes:

Sponsors:

Enactment Date: 05/29/2025

Attachments: Pride Festival PSA, Pride Festival Agreement 2025 - Signed By Pride Center, RESO 0489-25 Pride Festival 2025 4912-6131-8725 v.1.docx, R-242-2025

Enactment Number: R-242-2025

Deed #:

Hearing Date:

Drafter:

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	05/27/2025	Approved and Referred to Docket	Urban County Council	05/29/2025		Pass
1	Urban County Council	05/29/2025	Received First Reading	Urban County Council	05/29/2025		
1	Urban County Council	05/29/2025	Suspended Rules for Second Reading				Pass
1	Urban County Council	05/29/2025	Approved				Pass

Text of Legislative File 0489-25

Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute a Purchase of Service Agreement with the Lexington Pride Center to support the Annual LGBTQ Festival, at a cost not to exceed $5,000. [Mayor's Office, Scott]

Summary

Authorization to execute a Purchase of Service Agreement with the Lexington Pride Center

to sponsor the 2025 Lexington Pride Festival at a cost of $5,000. Funds are Budgeted. (L0489-25)(Scott)

Budgetary Implications [select]: Yes

Advance Document Review:

Law: { Select Yes, Completed by [Gabriel Thatcher, 5/8/2025]}

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

Fully Budgeted [select]: Yes

Account Number: 1101-133001-0001-71299

This Fiscal Year Impact: $5,000.00

Annual Impact: $N/A

Project:

Activity:

Budget Reference:

Current Balance: $58,506.57

TO: Mayor Linda Gorton
Urban County Council

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

CC: Tyler Scott, Chief of Staff

DATE: May 7, 2025

SUBJECT: Purchase of Service Agreement – 2025 Lexington Pride Festival Sponsorship

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Request

Request Council authorization to execute a Purchase of Service Agreement with the Lexington Pride Center to sponsor the 2025 Lexington Pride Festival that takes place on June 28, 2025. The sponsorship includes logo recognition on banners, merchandise and the stage as well as two booth spaces at the event.

This is for the period beginning on May 6, 2025, and continuing for a period of one (1) year 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.

Reason for Request

The Lexington Pride Festival is one of the largest public events in Lexington, attracting over 10,000 attendees each year. It provides an opportunity for the LGBTQ+ community, allies and all of Lexington to come together in celebration. This agreement supports this event, in collaboration with 250Lex.

Proceeds from the Lexington Pride Festival support the Lexington Pride Center, which provides spaces, programming and services for the LGBTQ community. The 501(c)3 organization hosts ongoing groups and activities, a pride library, computer lab, and numerous free events.

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

The cost for this FY is: $5,000

The cost for future FY is: N/A

Are the funds budgeted?

The funds are budgeted.

Account number: 1101-133001-0001-71299

File Number: 0489-25

Director/Commissioner: Tyler Scott, Chief of Staff

PURCHASE OF SERVICE AGREEMENT

THIS PURCHASE OF SERVICE AGREEMENT (hereinafter "Agreement"), made and entered into on the 6 day of May, 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, 200 East Main Street, Lexington, Kentucky 40507, and the Mayor's **250LEX COMMISSION** (collectively hereinafter referred to as "Government"), and **LEXINGTON PRIDE CENTER** with offices located 389 Waller Avenue, Suite 100, Lexington, KY 40504, (hereinafter referred to as "Organization").

WHEREAS, Organization is hosting the 2025 Lexington Pride Festival; and

WHEREAS, the Lexington-Fayette Urban County Government is partnering with the Mayor's 250Lex Commission to support the 2025 Lexington Pride Festival, with each contributing separate payment to Organization in exchange for the services agreed to by Organization as set forth herein; and

WHEREAS, the Government believes that supporting the 2025 Lexington Pride Festival as a community event and the purchase of services related thereto promotes the public purpose of civic engagement, fosters community development as a public good, and broadens cultural awareness and education, public purposes that are inherent in any civic and community outreach event; and

WHEREAS, Organization has agreed to provide the Government with related services as set forth herein; and

WHEREAS, the parties seek to memorialize their understanding through a written agreement.

W I T N E S S E T H

That for and in consideration of the mutual promises and covenants herein expressed, the receipt and sufficiency of which are acknowledged, the Government and the Organization agree as follows:

1. Government hereby retains Organization for the period beginning on May 6, 2025, and continuing for a period of one (1) year 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.

3. Organization, in conjunction with conducting the Lexington Pride Festival and providing services relating thereto, agrees to provide the following services to Government:

a. Provide Government logos on the official LexPrideFest Banner, LexPrideFest t-shirt and lexpridefest.org.
b. Provide the option for the Government to present an act or entertainer live on stage.
c. Live recognition of Government from stage during the festival.
d. An onstage banner recognizing Government.
e. Provide complimentary entry for four (4) to all of Organization's fundraising and social events.
f. Provide a Pride merchandise package.
g. Provide a banner and/or ad display for Government near alcohol and food vendors.
h. Provide two (2) 10 foot by 10 foot booth spaces, with one tent per booth space.
i. Provide full page advertisement for Government in Pride Guide.
j. Recognition of Government on LexPrideFest social media in group post.
k. Government to receive marketing rights as an official LexPrideFest sponsor.

Notwithstanding the foregoing, Organization understands and agrees that this Agreement is subject to the requirements of LFUCG's CAO Policy 57 (Branding, Logo, and Graphic Standards). Organization understands and agrees that any use of LFUCG logos, the

LFUCG seal, LFUCG-owned graphics or assets, or any other LFUCG branding must be approved by LFUCG as required by CAO Policy 57.

4. Organization agrees that Government may photograph or otherwise record its presence at the 2025 Lexington Pride Festival, and Government agrees that it will only photograph or otherwise record its presence in the public access areas of the 2025 Lexington Pride Festival and shall not interfere with the normal operations of the event, unless required by law.

5. Government shall pay Organization the sum of Ten Thousand Dollars ($10,000.00), and Organization understands and agrees that this sum will be equally divided and provided separately by Lexington-Fayette Urban County Government and 250Lex Commission, with each paying $5,000.00, **which funds shall be used exclusively** for the services required by this Agreement, said services being more particularly described in paragraph 3, all of which shall be payable on June 1, 2025, or shortly thereafter upon receipt of an invoice. Organization understands and agrees that under no circumstances shall LFUCG be obligated or otherwise required to contribute the $5,000 payment that is to be made by 250Lex Commission, and that such payment shall be the sole responsibility of 250Lex Commission.

6. In the event of termination of this Agreement by Government as provided for in paragraph 1 above, Organization shall be entitled to that portion of total compensation due under this Agreement as the service rendered bears to the service required herein. Government understands that Organization shall have the right to reschedule or cancel the 2025 Lexington Pride Festival or any individual events comprising it if necessary for any reason, including: (i) weather; (ii) failure to receive commitments from the necessary number of sponsors; (iii) failure to reach agreement with the applicable authorities on any issue related to the 2025 Lexington Pride Festival; or (iv) acts of God or any other cause beyond

Organization's reasonable control, e.g. war, fire, strike, change of law or regulation, or public catastrophe. If the 2025 Lexington Pride Festival is cancelled, Government shall be entitled to a full refund of amounts paid to Organization pursuant to this Agreement.

7. Any alteration in the nature of such services and duties constitutes an amendment to this Agreement and must be in writing signed by both parties. Organization shall keep itself fully informed of all federal 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.

8. Organization shall indemnify, defend and hold harmless Government, its officers, agents and employees, from and against any and all liabilities, claims, demands, losses, damages, costs, and/or expenses arising out of, from, relating to, and/or based on the Organization's violation of any such laws, ordinances or regulations or Organization's breach of this Agreement. Organization further understands and agrees that the Government, as an urban county government created pursuant to KRS Chapter 67A, is unable to indemnify, save, or hold harmless any other entity or private individual.

9. Organization represents that it has filed all federal, state and local income tax returns required by law in the legally prescribed time and manner. This Agreement shall not become effective unless and until copies of all of the executed originals of the aforementioned tax returns filed for the Organization have been registered for the current tax year by the Organization in the office of the Government, and the Organization shall not be compensated unless and until such registration has taken place.

10. The Organization shall, on such forms as the Government shall provide, submit to Government an annual report and financial statement which summarize the previous year's activities.

11. Books of accounts shall be kept by the Organization and entries shall be made therein of all money, goods, effects, debts, sales, purchases, receipts, payments and any other transactions of the Organization. The books of accounts, together with all bonds, notes, bills, letters and other writings belonging to the Organization, shall be maintained at the principal place of business of the Organization as set forth in this Agreement. Government shall have free and complete access to the books, papers and affairs of the Organization, that relate to the performance of this Agreement, at all reasonable times, and if it desires, it may have the books and papers of the Organization, that relate to the performance of this Agreement, audited and examined by auditors, accountants or attorneys. Any examination shall be at the expense of the Government.

12. Government may designate such persons as may be necessary to monitor and evaluate the services rendered by the Organization. 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 Organization, nor to constitute the Organization as an agent of the Government.

13. Organization shall provide equal opportunity in employment for all qualified persons, shall prohibit discrimination in employment in violation of federal and state anti-discrimination laws, and shall 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.

14. Organization shall adopt a written sexual harassment policy, which shall, at a minimum, contain a statement of current law; a list of prohibited behaviors; a complaint process; and a procedure 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 submitted to Government for review within thirty (30) days of the execution of this Agreement.

15. This instrument contains the entire agreement between the parties, and no statement, promises, inducements, or agreements made by either party or agent of either party that is not contained in this written Agreement shall be valid and binding upon the parties hereto; and this Agreement may not be enlarged, modified or altered except in writing signed by the parties and endorsed hereon.

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

For Organization:

Lexington Pride Center
389 Waller Ave STE 100
Lexington, KY 40504

Attn: Jason Schubert

For Government: Lexington-Fayette Urban County Government
200 East Main Street
Lexington, Kentucky 40507

Attn: Linda Gorton, Mayor

[Signature page follows]

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

LEXINGTON PRIDE CENTER

BY: Jason Schubert

Title: Jason Schubert, Board President

ATTEST:

_____
Clerk of the Urban
County Council

4918-5476-5106, v. 1

RESOLUTION NO. _____- 2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A PURCHASE OF SERVICE AGREEMENT WITH THE LEXINGTON PRIDE CENTER TO SUPPORT THE ANNUAL LGBTQ FESTIVAL, AT A COST NOT TO EXCEED $5,000.00.

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute a Purchase of Service Agreement, which is attached hereto and incorporated herein by reference, with the Lexington Pride Center, to support the annual LGBTQ Festival, at a cost not to exceed $5,000.00.

Section 2 – That an amount, not to exceed the sum of $5,000.00, be and hereby is approved for payment to Lexington Pride Center, from account # 1101-133001-71299, pursuant to the terms of the Agreement.

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

PASSED URBAN COUNTY COUNCIL:

_____
MAYOR

ATTEST:

_____
CLERK OF URBAN COUNTY COUNCIL
0489-25:GET:4912-6131-8725, v. 1

RESOLUTION NO. 242 - 2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A PURCHASE OF SERVICE AGREEMENT WITH THE LEXINGTON PRIDE CENTER TO SUPPORT THE ANNUAL LGBTQ FESTIVAL, AT A COST NOT TO EXCEED $5,000.00.

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute a Purchase of Service Agreement, which is attached hereto and incorporated herein by reference, with the Lexington Pride Center, to support the annual LGBTQ Festival, at a cost not to exceed $5,000.00.

Section 2 – That an amount, not to exceed the sum of $5,000.00, be and hereby is approved for payment to Lexington Pride Center, from account # 1101-133001-71299, pursuant to the terms of the Agreement.

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

PASSED URBAN COUNTY COUNCIL: May 29, 2025

Linda Gorton
MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0489-25:GET:4912-6131-8725, v. 1

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0497-25

File ID:	0497-25	**Type:**	Resolution	**Status:**	Approved
Version:	1	**Contract #:**		**In Control:**	Urban County Council
				File Created:	05/12/2025
File Name:	Change Order UKRF Incentive Grant			**Final Action:**	06/12/2025

Title: A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute Change Order No. 1 to the FY24 Stormwater Quality Projects Incentive Grant Agreement with the University of Ky. Research Foundation, canceling a Stormwater Quality Project, decreasing the Contract by the sum of $316,126.75, from $316,126.75 to $0.00. [Div. of Water Quality, Martin]

Notes:

Sponsors:		**Enactment Date:**	06/12/2025
Attachments:	Blue Sheet Memo, Contract and Map, 0497-25 finalchange order reso 4916-6030-1125 v.1.docx, R-263-2025	**Enactment Number:**	R-263-2025
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:
1	Urban County Council Work Session	05/27/2025	Approved and Referred to Docket	Urban County Council	05/29/2025		Pass
1	Urban County Council	05/29/2025	Received First Reading	Urban County Council	06/12/2025		
1	Urban County Council	06/12/2025	Approved				Pass

Text of Legislative File 0497-25

Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute Change Order No. 1 to the FY24 Stormwater Quality Projects Incentive Grant Agreement with the University of Ky. Research Foundation, canceling a Stormwater Quality Project, decreasing the Contract by the sum of $316,126.75, from $316,126.75 to $0.00. [Div. of Water Quality, Martin]

Summary

Authorization to approve Change Order 1 for FY24 Stormwater Quality Projects Incentive Grant for the University of Kentucky Research Foundation, decreasing the full award amount of $316,123.75. The recipient has canceled the Grant. (L0497-25)(Martin/Albright)

Budgetary Implications [select]: Yes

Advance Document Review:

Law: Todd Henning 2025

Risk Management: No

Fully Budgeted [select]:Yes

Account Number: 4052-303204-3373-78112

This Fiscal Year Impact: -$316,126.75

Annual Impact: $

Project:

Activity:

Budget Reference:

Current Balance: 1,223,465.78

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: May 5, 2025

SUBJECT: Change Order Request for FY24 The University of Kentucky Research Foundation Stormwater Quality Projects Incentive Grant

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Request

The purpose of this memorandum is to request a Change Order for an FY24 Stormwater Quality Projects Incentive Grant that was canceled by The University of Kentucky Research Foundation, for the amount totaling $316,126.75.

Purpose of Request

The University of Kentucky's plans have changed due to expectations of a major capital project coming to the immediate area. Therefore, the Grantee has opted to cancel the grant.

Funds from this cancelled grant will be returned to the Stormwater Quality Projects Incentive Grant Program for award in FY26.

Project Cost in FY25 and in Future Budget Years

The decreasing change order savings of $316,126.75 will be returned to fund 4052 for FY26 grant awards.

Are Funds Budgeted

Savings from this decreasing change order are budgeted in:
4052 – 303204 – 3373 – 78112 – WQINCENTIVE_24 – WQ_GRANT
However, once the change order is approved, there will be a budget amendment to move the funds into:
4052 – 303204 – 3373 – 78112 – WQINCENTIVE_25 – WQ_GRANT

Albright/Martin

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT CONTRACT CHANGE ORDER

Page 1 of 2

	Date:	May 5, 2025	
	Project:	The University of Kentucky Research Foundation., Class B Infrastruction - Stormwater Incentive Grant Project	
	Location:		
To (Contractor): The University of Kentucky Research Foundation 500 South Limestone, 109 Kinkead Hall Lexington, KY 40561-001	Contract No.	037-2024	
	Original Contract Amt.	$316,126.75	
	Cumulative Amount of Previous Change Orders	$0.00	
	Percent Change - Previous Change Orders		0.00%
	Total Contract Amount Prior to this Change Order	$316,126.75	
	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	Grantee has decided to cancel the Stormwater Quality Projects Incentive Grant	$316,126.75		
2				
3				
4				
5				
6				
	Total decrease	$316,126.75		
	Total increase		$0.00	
	Net Amount of this Change Order	($316,126.75)		
	New Contract Amount Including this Change Order	$0.00		
	Percent Change - This Change Order			-100.00%
	Percent Change - All Change Orders			-100.00%

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:	Jaime M	(Project Manager)	Date 5/5/25
Reviewed / Accepted by:	Brittney Rayland	(Consultant)	Date 6/5/25
Accepted by:		(Contractor)	Date
Approved by:	Sandy Albright	(Director)	Date 5/7/25
Approved by: N/A (Less than 5%)		(Commissioner)	Date 5/12/25
Approved by: N/A (Less than 5%)		(Mayor or CAO)	Date

JUSTIFICATION FOR CHANGE	PROJECT: The University of Kentucky Research Foundation., Class B Infrastruction - Stormwater Incentive Grant Project
	CONTRACT NO. 037-2024
	CHANGE ORDER #: 1

1. Grantee has decided to cancel the Stormwater Quality Projects Incentive Grant.

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:
5. Has consent of surety been obtained? ___Yes ___Not Necessary
6. Will this change affect expiration or extent of insurance coverage? ___Yes __No
   If "Yes", will the policies be extended? ___Yes ___No
7. Effect on operation and maintenance costs:
8. Effect on contract completion date:

_____ Mayor

_____ Date

Stormwater Quality Projects Incentive Grant Program

University of Kentucky Research Foundation

RESOLUTION NO. _____ - 2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE CHANGE ORDER NO. 1 TO THE FY24 STORMWATER QUALITY PROJECTS INCENTIVE GRANT AGREEMENT WITH THE UNIVERSITY OF KENTUCKY RESEARCH FOUNDATION, CANCELING A STORMWATER QUALITY PROJECT, DECREASING THE CONTRACT BY THE SUM OF $316,126.75, FROM $316,126.75 TO $0.00.

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute Change Order No. 1, which is attached hereto and incorporated herein by reference, to the FY24 Stormwater Quality Projects Incentive Grant Agreement with the University of Kentucky Research Foundation, canceling a stormwater quality project and decreasing the contract price by the sum of $316,126.75, from $316,126.75 to $0.00.

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

PASSED URBAN COUNTY COUNCIL:

_____
MAYOR

ATTEST:

_____
CLERK OF URBAN COUNTY COUNCIL
0497-25:JTH:4916-6030-1125, v. 1

RESOLUTION NO. 263 - 2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE CHANGE ORDER NO. 1 TO THE FY24 STORMWATER QUALITY PROJECTS INCENTIVE GRANT AGREEMENT WITH THE UNIVERSITY OF KENTUCKY RESEARCH FOUNDATION, CANCELING A STORMWATER QUALITY PROJECT, DECREASING THE CONTRACT BY THE SUM OF $316,126.75, FROM $316,126.75 TO $0.00.

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute Change Order No. 1, which is attached hereto and incorporated herein by reference, to the FY24 Stormwater Quality Projects Incentive Grant Agreement with the University of Kentucky Research Foundation, canceling a stormwater quality project and decreasing the contract price by the sum of $316,126.75, from $316,126.75 to $0.00.

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

PASSED URBAN COUNTY COUNCIL: June 12, 2025

Linda Gorton

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0497-25:JTH:4916-6030-1125, v. 1

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0498-25

File ID:	0498-25	**Type:**	Resolution	**Status:**	Approved
Version:	1	**Contract #:**	146-2025	**In Control:**	Urban County Council
				File Created:	05/13/2025
File Name:	Equity Assessment PSA			**Final Action:**	05/29/2025

Title: A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute a Purchase of Service Agreement with EHI Consultants for the purpose of performing the Comprehensive Opportunity Assessment for a period of nine (9) months, at a cost not to exceed $145,000. [Mayor's Office, Scott]

Notes: SAF in the CCO. REturned to Craig via scans, but unsure if that goes to him or not. 6/4/2025. MS

Sponsors:		**Enactment Date:**	05/29/2025
Attachments:	Opportunity Assessment Blue Sheet, Equity Assessment PSA, Exhibit C, EHI Proposal, Opportunity Assessment RFP, 0498-25 - EHI Consultants for Comprehensive Opportunity Assessment 4900-1568-3653 v.1.docx, R-243-2025, Contract #146-2025	**Enactment Number:**	R-243-2025
Deed #:		**Hearing Date:**	
Drafter:		**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	05/27/2025	Approved and Referred to Docket	Urban County Council	05/29/2025		Pass
1	Urban County Council	05/29/2025	Received First Reading	Urban County Council	05/29/2025		
1	Urban County Council	05/29/2025	Suspended Rules for Second Reading				Pass
1	Urban County Council	05/29/2025	Approved				Pass

Text of Legislative File 0498-25

Title

A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute a Purchase of Service Agreement with EHI Consultants for the purpose of performing the Comprehensive Opportunity Assessment for a period of nine (9) months, at a cost not to exceed $145,000. [Mayor's Office, Scott]

Summary

Authorization to execute a Purchase of Service Agreement with EHI Consulting, pursuant to RFP No. 58-2024, for the purpose of performing the Comprehensive Opportunity Assessment for a period of 9 months at a cost not to exceed $145,000. Funds are Budgeted. (L0498-25)(Coleman/Scott)

Budgetary Implications [select]: Yes

Advance Document Review:

Law: { Select Yes, Completed by [Tiffany Holsky, 5/19/25]}

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

Fully Budgeted [select]: Yes

Account Number: 1101-133009-0001-71299

This Fiscal Year Impact: $145,000.00

Annual Impact: $N/A

Project:

Activity:

Budget Reference:

Current Balance: $145,000

LEXINGTON

TO: Mayor Linda Gorton
Urban County Council

FROM: Ciara Coleman, Admin Specialist

DATE: May 13, 2025

SUBJECT: Initiation of Contract with EHI Consultants for Comprehensive Opportunity Assessment

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Request

Authorization to execute a Purchase of Service Agreement with EHI Consulting for the purpose of performing the Comprehensive Opportunity Assessment for a period of 9 months at a cost not to exceed $145,000.

Purpose of Request

To initiate a contract with EHI Consulting for the purpose of performing the Comprehensive Opportunity Assessment. This assessment is designed to identify and analyze disparities across Lexington neighborhoods by examining key quality-of-life indicators—such as housing, health, education, income, transportation, and civic engagement—at the zip code level. The goal is to generate actionable insights that inform policy development, strategic investment, and improved access to opportunity and services for all residents.

The funds will be used for data collection and analysis to assess 13 key indicators, stakeholder engagement through outreach efforts, workshops and public meetings, and the creation of visualizations and maps to communicate findings and recommendations.

Termination Clause

LFUCG may terminate the agreement for any reason with 30 days' notice, and must pay for the work performed up to that point. LFUCG may also terminate for the Organization's breach after giving notice and time to cure. The Organization may only terminate if LFUCG fails to pay, after 30 days' notice and an opportunity to cure. The agreement automatically ends without penalty if LFUCG's funding is not appropriated in a future fiscal year.

Project Cost in FY25

The amount has been approved and budgeted for FY 25 in the amount of $145,000.

Are Funds Budgeted

Funds are budgeted in 1101-133009-0001-71299

The file number is 0498-25

Coleman/Scott Mayor's Office

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 _EHI Consultants_, a Kentucky corporation, ("Organization") with offices located at __333 West Vine St. 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 __May__, 2025 and shall last for a period of _9_ months unless terminated by LFUCG at an earlier time.

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

a. Exhibit "A" – LFUCG RFP Document
b. Exhibit "B" – Consultant Proposal
c. Exhibit "C" – Project Scope

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 lump sum amount not to exceed ___dollars ($145,000) for the performance of the Services. [If reimbursement] Payments shall be made monthly for expenditures the Organization actually incurred, only after receipt of monthly invoices. [If not reimbursement] Such payments shall be made 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. XX-20XX 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:

_____
_____
_____

For Government:

Lexington-Fayette Urban County Government
200 East Main Street
Lexington, Kentucky 40507
Attn: _____

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, MAYOR

ATTEST:

_____
Clerk of the Urban County Council

ENTITY

BY: _____
Edward J. Holmes, President

JULIE WILSON
ATTEST:

_____
WITNESS:
DATE: MAY 7, 2025

JULIE WILSON
Notary Public
Commonwealth of Kentucky
Commission Number KYNP55752
My Commission Expires Jul 22, 2026

Exhibit C

The Lexington-Fayette Urban County Government (LFUCG) seeks proposals from qualified consultants to conduct a comprehensive opportunity assessment of Lexington-Fayette County. This assessment aims to identify and analyze gaps and historically disadvantaged groups by zip code across a variety of indicators, including parks, open spaces, public facilities, housing availability, income, education, health, safety, arts, entertainment, tourism, transportation, infrastructure investment, civic engagement, food access, and access to financial institutions. The findings from this study will help guide LFUCG in implementing policies and programs to address systemic inequalities and promote inclusive development.

Project Scope
The selected consultant will perform an opportunity assessment of the following key indicators by zip code, using both quantitative and qualitative methods to assess opportunity gaps and historic data. Each indicator is to be examined using census approved variables.

1. Parks and Open Spaces
- **Description:** Assess the availability, quality, and accessibility of parks, green spaces, and recreational facilities by zip code.
- **Indicators:** Acreage per capita, distribution of facilities, quality of amenities, proximity to marginalized communities, and historic investment levels.

2. Public Facilities
- **Description:** Evaluate the distribution, condition, and accessibility of public libraries, community centers, and government buildings.
- **Indicators:** Geographic distribution, physical condition, level of service provided, and accessibility for people with disabilities.

3. Housing Availability
- **Description:** Analyze housing availability, affordability, and stability, focusing on gaps in access to affordable housing.
- **Indicators:** Median home prices, rental rates, housing stock by type, availability of affordable units, eviction rates, and historic redlining or exclusionary zoning practices.

4. Income
- **Description:** Measure income gaps across zip codes and their correlation with other social and economic factors.
- **Indicators:** Median household income, poverty rates, income inequality, and employment trends.

5. Education

- **Description:** Assess gaps in educational attainment and resource distribution across schools.
- **Indicators:** High school graduation rates, standardized test scores, student-teacher ratios, school funding levels, and access to advanced educational programs.

6. Health

- **Description:** Examine health outcomes and access to healthcare services by zip code.
- **Indicators:** Life expectancy, rates of chronic illnesses, mental health access, availability of healthcare facilities, and health insurance coverage.

7. Safety

- **Description:** Analyze crime rates and public safety services, including policing, fire, and emergency response times.
- **Indicators:** Crime rates by type, police presence, emergency response times, and community perceptions of safety.

8. Arts, Entertainment, and Tourism

- **Description:** Study the availability of cultural, arts, and entertainment venues and tourism opportunities across the county.
- **Indicators:** Number of venues, geographic distribution, cultural programming, funding for the arts, and tourism investment levels.

9. Transportation

- **Description:** Assess the transportation infrastructure and its ability to meet the needs of diverse communities.
- **Indicators:** Public transit availability, commute times, walkability, bike lanes, and transportation-related infrastructure investment by zip code.

10. Infrastructure Investment and Areas of Need

- **Description:** Evaluate the distribution of public infrastructure investment and identify areas in need of significant improvement.
- **Indicators:** Road quality, broadband access, water and sewage services, and stormwater management systems.

11. Civic Engagement

- **Description:** Measure levels of civic engagement, including voter participation and representation in local governance.
- **Indicators:** Voter turnout, participation in community meetings, local board representation, and civic organization membership by demographic.

12. Food Access

- **Description:** Analyze gaps in access to fresh and healthy food options.
- **Indicators:** Proximity to grocery stores, prevalence of food deserts, availability of farmers' markets, and access to SNAP benefits.

13. Access to Financial Institutions

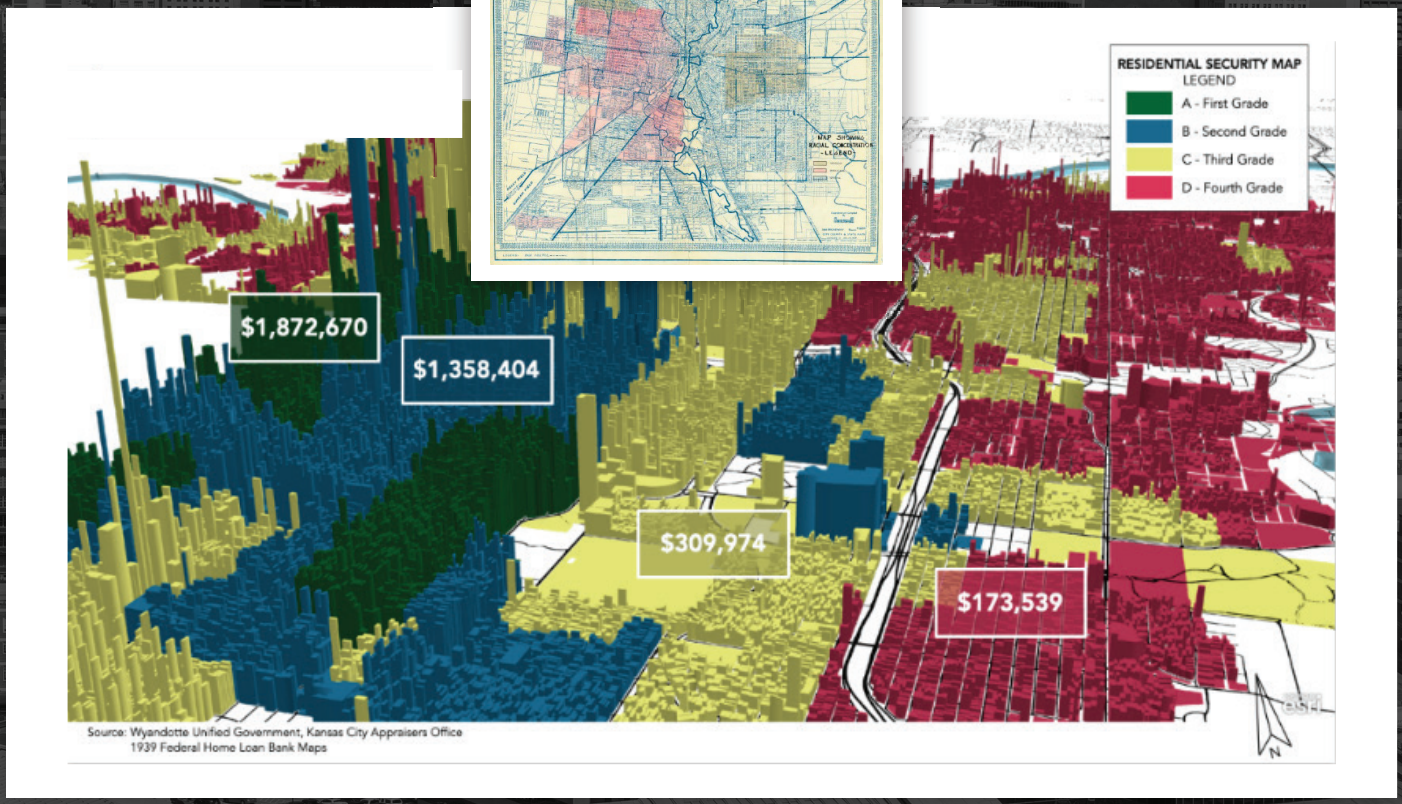
- **Description:** Study access to banking, credit, and financial services across communities.
- **Indicators:** Number of banks and credit unions, proximity to financial institutions, access to financial literacy programs, and presence of payday loan services or check-cashing businesses.

Deliverables

1. **Comprehensive Report:** A detailed report outlining findings for each of the indicators studied, with an analysis of opportunity gaps using historic data by zip code.
2. **GIS Mapping:** Visual representation of opportunity gaps using GIS mapping technology to show inequities across the indicators.
3. **Community Engagement:** A plan to gather feedback from affected communities through public meetings, focus groups, and surveys.
4. **Recommendations:** Data-driven recommendations for policy changes, resource allocation, and targeted programs to address identified opportunity gap.
5. **Presentation to LFUCG:** A presentation to government officials and stakeholders summarizing key findings and proposed action steps.

ehi CONSULTANTS

U3



RFP #58-2024

Comprehensive Opportunity Assessment

CONSULTANTS

333 West Vine Street

Suite 300

Lexington, KY 40507

www.ehiconsultants.com

Ed Holmes, AICP

President

859.425.4881

holmes@ehiconsultants.com

December 19, 2024

Mr. Todd Slatin – Director, Division of Procurement
Lexington-Fayette Urban County Government
200 East Main Street, 3rd Floor
Lexington, KY 40507

Subject: Request For Proposal #58-2024
Comprehensive Opportunity Assessment

Dear Mr. Slatin,
EHI Consultants, in partnership with Urban3, is pleased to submit our proposal to conduct a Comprehensive Community Needs and Infrastructure Assessment for Lexington-Fayette County. With over 25 years of experience addressing community planning challenges in Lexington and the region, EHI has completed more than 20 neighborhood-based plans for Lexington alone and over 70 similar projects across the region. Our expertise in neighborhood planning, public engagement, and data-driven analysis positions us to deliver a thorough and actionable assessment that meets the objectives outlined in the RFP.

To enhance our capabilities, we have partnered with Urban3, an internationally recognized leader in 3D economic visualization. Their expertise in transforming complex data into compelling visual narratives—through tools like fiscal productivity modeling, cost-of-service analysis, and scenario evaluation—will allow us to illustrate community needs and service patterns in Lexington through a powerful and easily understandable lens. Together, our team combines local knowledge with cutting-edge analytical tools to provide LFUCG with meaningful insights and practical recommendations.

Our approach is rooted in data analysis, advanced visualization, and broad-based community engagement. By leveraging both quantitative and qualitative methods, GIS mapping, and Urban3's 3D modeling, we will assess conditions across the 13 indicators outlined in the RFP. These findings will be enhanced through direct input from a wide range of stakeholders to ensure the assessment reflects community priorities and perspectives.

We are excited about the opportunity to contribute to this initiative and are confident in our ability to deliver a comprehensive assessment that aligns with LFUCG's goals. The EHI Team looks forward to working alongside LFUCG staff to develop an economical and sustainable solution.

Sincerely,

EHI Consultants

SECTION 1:

Experience, Qualifications, and Organizational Capacity

Who we are

EHI Consultants, a collaborative, multidisciplinary firm, is well prepared to lead this effort. Founded in 1995, EHI has over 25 years of experience bringing innovative and modern solutions to community planning and design efforts in Lexington and Fayette County. We are extremely knowledgeable about the city's neighborhoods and communities based on our extensive local planning work. EHI has completed over 20 neighborhood-focused small area plans and studies for Lexington alone. We have also completed similar plans for communities in Louisville and other cities throughout the region. In total, EHI has participated in and completed over 70 planning efforts that have resulted in successfully implemented plans and strategies.

Our plans consistently address community development concerns and local conditions that impact the well-being and opportunities of residents. Components of our work include detailed analyses of social, physical, and economic trends, supported by empirical survey data that forms the basis of our recommendations. Our skill sets in neighborhood planning, community-based surveys, stakeholder outreach, and public engagement uniquely qualify us as a firm deeply familiar with Lexington's local context. Being locally based allows us to understand the social, political, and economic dynamics influencing planning strategies and policies. Our established relationships with residents, community groups, and stakeholders further strengthen our ability to effectively facilitate and implement meaningful planning processes.

Combining these attributes with our team's professional and technical capabilities enables EHI to 'hit the ground running,' as we have successfully delivered similar projects and are ready to meet the challenges outlined in the RFP..

CAPABILITIES

EHI Consultants operates as a full-service planning and engineering consulting firm, serving public and private sectors. Our services span land use planning, housing and community development, environmental planning, civil and environmental engineering, stakeholder and community outreach efforts, and public facilitation.

We're designated as a Small Business Administration (SBA) HUBZone firm and Small and Disadvantaged Business. Our certifications include the State of Kentucky – Transportation Cabinet and Kentucky Minority Business Council. Notably, we received the Kentucky Pacesetter Business Award from the SBA in 2011.

"It's not about our personal accolades or portfolio—we define success by how well we solved the problem and served the greater good of the community".

We Have Built a Foundation of Trust and Knowledge with LFUCG.

EHI has fostered a strong foundation of trust and expertise with LFUCG and other communities, exemplified by some of our relevant projects that have addressed the key indicators identified in the rfp:

- **East End Small Area Plan** (Parks, Public Facilities, Housing, Income, Education, Health, Safety, Arts, Transportation, Infrastructure, Civic Engagement)
- **Winburn Small Area Plan Plan** (Parks, Public Facilities, Housing, Income, Education, Health, Safety, Arts, Transportation, Infrastructure, Civic Engagement)
- **Lexington Affordable Housing Needs Assessment** (Housing, Income, Education, Health, Transportation, Infrastructure, Civic Engagement, Financial)
- **Southend/Davis Park Urban Village Plan Plan** (Parks, Public Facilities, Housing, Income, Education, Health, Safety, Arts, Transportation, Infrastructure, Civic Engagement, Food Access)
- **The Lexington Community Land Trust** (Income, Housing, Parks, Public Facilities, Income, Food Access)
- **Green Acres Small Area Plan Plan** (Parks, Public Facilities, Housing, Income, Education, Health, Safety, Arts, Transportation, Infrastructure, Civic Engagement)
- **Armstrong Mill Small Area Plan Plan** (Parks, Public Facilities, Housing, Income, Education, Health, Safety, Arts, Transportation, Infrastructure, Civic Engagement)
- **Lexington Food Mobile Market Study Plan** (Income, Education, Health, Safety, Transportation, Infrastructure, civic Engagement, Financial Institutions, Food Access)

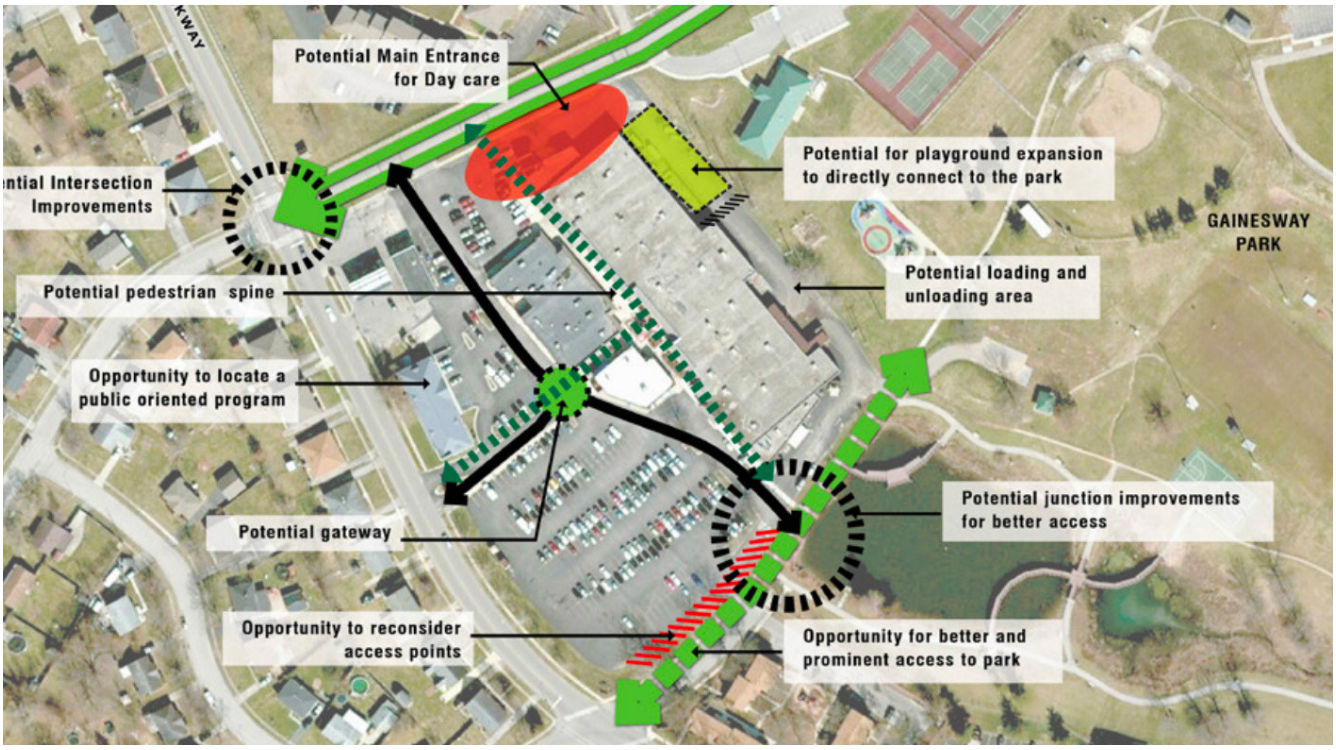
Our success lies in cultivating relationships with stakeholders, regulators, officials, and the community, reflecting our commitment to holistic service.

We Are Committed to the Local Community

EHI's commitment to the local community is unwavering and deeply rooted in its thorough understanding of Lexington and the roles of equity as it relates to social and physical planning indicators.

EHI has developed into one of the region's premier planning, engineering, and stakeholder engagement firms. Past performance assessment reports that we received from our federal agencies indicated the level and quality of our work performance. We have never received anything less than "very good or exceptional" reviews over the past 20 years. EHI takes pride in our performance and assessment reviews and strives to work closely with project managers to ensure that we are meeting the intent of the project's scope of work. We make every effort to establish at minimum monthly progress meetings, reporting mechanisms, and problem-solving strategies when an issue arises, while yet meeting our planned timelines.

Firm Profile



EXPERIENCED COMMUNITY PLANNING

Effective planning combines an institution's vision of what is possible with a practical knowledge of development trends and implementation. EHI has a broad range of local, regional, state, and national planning experience, including developing neighborhood and comprehensive plans, subdivision regulations and zoning ordinances. Our background includes experience in administering and implementing master and comprehensive plans through development plan review and project implementation.

EHI has been recognized by the Kentucky American Planning Association (KAPA) for outstanding plans and received a merit award from the Kentucky Chapter of the American Society of Landscape Architect for the Southend Park Urban Village Plan. EHI developed the Newtown Pike Extension Corridor Plan and has been involved with this project throughout its implementation since 2001. The American Association of State Highway and Transportation Officials (AASHTO) recognized this corridor and redevelopment project as one of the best transportation projects in the United States.

THOUGHTFUL COMMUNITY ENGAGEMENT

EHI believes in a community engagement process that has the ability to engage, excite and empower local citizens and transform communities. Our approach to community engagement is not a public relations strategy but an honest attempt to include citizens in an inclusive and participatory planning process. This happens by creating a community engagement process that is inclusive, building relationships and capacity for communities to resolve conflicts and achieve consensus. EHI has built a record of success by working with our clients to develop personalized community outreach plans with clear messages that resonate with diverse audiences. Interactive project websites, innovative outreach events, surveys and direct mail campaigns are just a few of the creative communication strategies we have used to deliver information to citizens and get them engaged and excited about the process.

LOCAL AND ACCESSIBLE FIRM

EHI is an award winning 25-year-old local planning firm located in Louisville, and Lexington Kentucky that has provided services to a number of communities throughout Kentucky and the Southeast Region. EHI is staffed with accredited and professionally licensed individuals with the resources and capacity to provide a comprehensive range of planning related services. EHI has always been an accessible multi-disciplinary planning, engineering and design firm that recognizes the value of planning for a sustainable and equitable social and physical environment.

U3

Another critical team member that EHI has selected to team with us is URBAN3.

Urban3 is a real estate economics firm based in Asheville, North Carolina. They are leaders in visualizing equity and economic productivity using 3D modeling software, as well as designers of infographics that communicate the financial impact of public policy and land use, and in this case public policy as it relates to equity and disparity issues. Urban3's pioneering economic visualization work has earned international recognition.

CAPABILITIES:

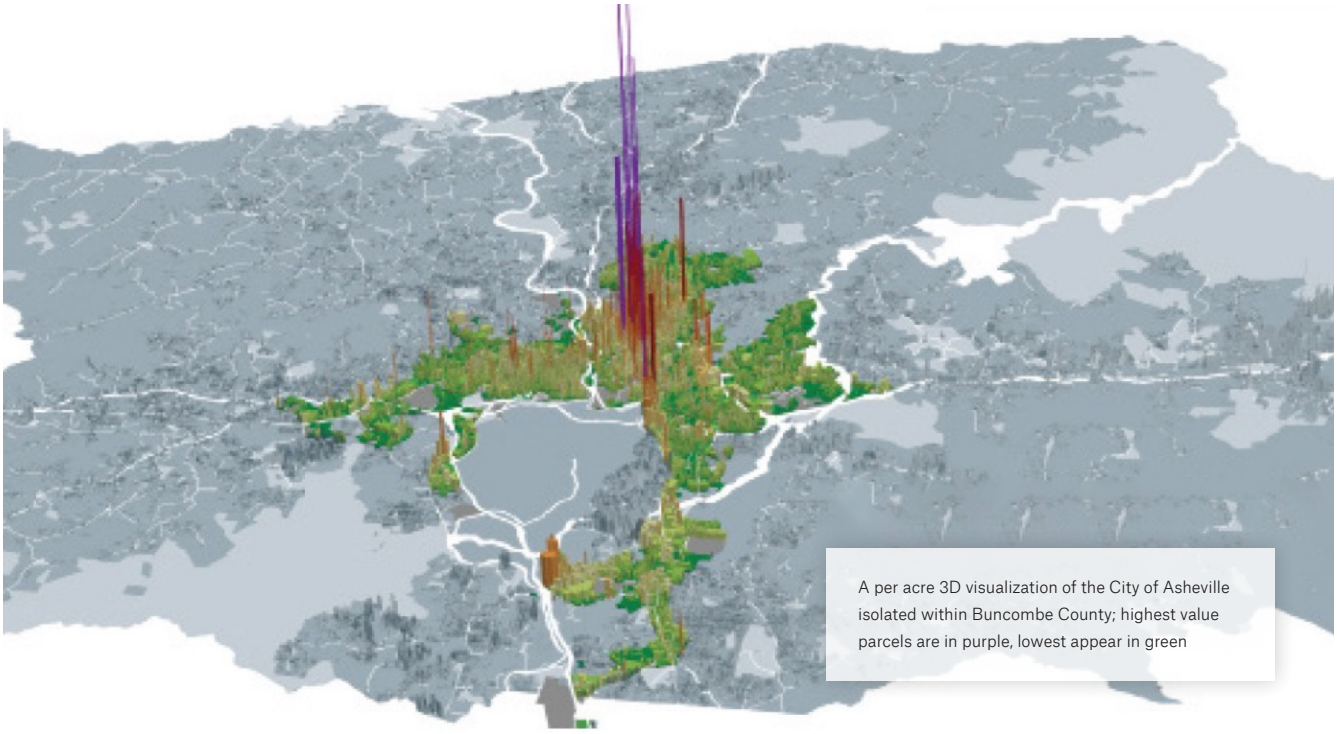
- **3D Visualization of Economic Data:** Urban3 was the first firm to visualize a community's value per acre and illustrate the impacts of land use on municipal economic health in 3D.
- **Revenue Modeling Analysis:** They model where the most and least fiscally productive
- **Cost of Service Analysis:** Urban3 can visualize where a community is leaking money or which areas produce more value in revenue than they consume in city services.
- **Scenario Analysis:** They quantify and visualize the impact of development scenarios proposed by urban designers or architects, aiding in data-driven decision-making.
- **Public Asset Valuation:** Urban3 presents the abundance of publicly-owned land as a potential solution for municipalities facing infrastructure spending deficits.

EXPERIENCE:

- **Geographical Reach:** Urban3 has conducted analyses in over 160 communities across 35 states in the United States, as well as in New Zealand, Canada, and Australia.
- **Diverse Clientele:** Their clients include municipal governments, urban planners, developers, and community organizations, all seeking to understand and improve the economic productivity of their land use.
- **Notable Projects:** Urban3's work has been featured in various publications and case studies, highlighting their role in helping communities visualize and reshape their economic realities.

By integrating Urban3's advanced analytical tools and visualizations with EHI's local expertise and community engagement strategies, the partnership is well-equipped to deliver a comprehensive and insightful response to the Comprehensive Equity Assessment RFP.

Firm Profile



A per acre 3D visualization of the City of Asheville isolated within Buncombe County; highest value parcels are in purple, lowest appear in green

WHO IS URBAN3?

Urban3 is a real estate economics firm based in Asheville, North Carolina. We are leaders in visualizing economic productivity using 3D modeling software, as well as designers of infographics that communicate the financial impact of public policy and land use. Urban3's pioneering economic visualization work has earned international recognition.

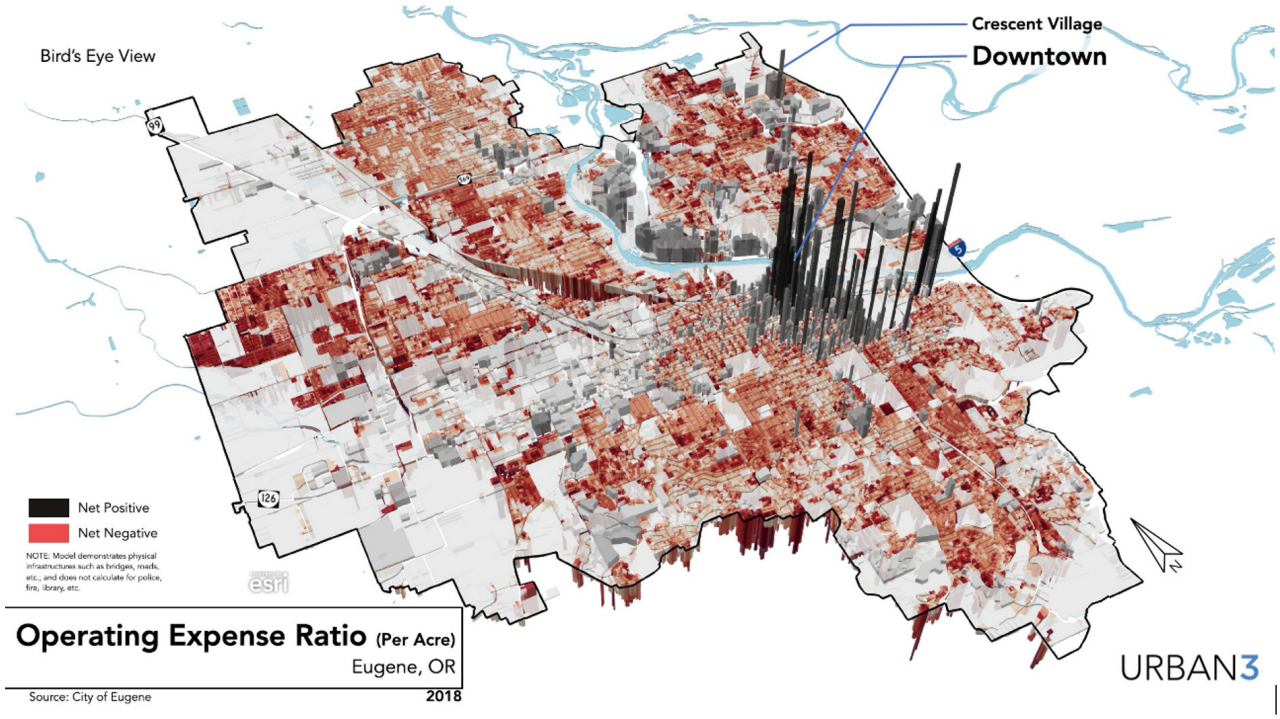
WHY 3D MODELING?

Urban3's visualizations are composed using local data and create a snapshot of the fiscal health of a community. We think of it as our client's Economic MRI. The visuals not only reflect the relative fiscal potency of development patterns, but aid decision makers in delivering a clear and data-driven understanding of the economics of place. Our 3D images are a new way of seeing the world in which fiscal efficiency is immediately apparent.

WHY IS VISUALIZING A COMMUNITY'S FINANCIAL HEALTH IMPORTANT?

Mapping and analyzing the financial health of a community helps policymakers and practitioners prioritize capital improvements and community design decisions. Our method simplifies complex information to include everyone in real conversations about community growth. Through our visualizations, communities have the resources to make informed decisions about future development.

Our Team



Our team is led by locally based professionals who will be supported by national experts. Our team includes our most qualified planners and, data analysts, researchers, and GIS mapping analysts, who also have the appropriate capacity to produce the work with a high level of quality and schedule commitments.

TEAM APPROACH

The team's approach will ensure a comprehensive community needs assessment that incorporates both community narratives (qualitative data) and robust, evidence-based economic and spatial analyses (quantitative data). EHI

will lead data gathering and coordinate community engagement and stakeholder interviews, while Urban3's data visualization techniques will translate the varied and complex data into actionable insights for decision-makers.

Together, EHI and Urban3 will develop a nuanced, actionable set of strategies through a series of graphic visualizations composed using local data to create a snapshot of the fiscal health and development patterns within the community. We think of it as your Economic MRI. These visuals will not only highlight the relative strength of various development patterns but also aid decision-makers in delivering a clear and data-driven understanding of the economics of place. The 3D images are a new way of seeing the community landscape, with fiscal efficiency and development trends made immediately visible.

Our deliverables will consist of detailed GIS-based 3D maps along with a supporting narrative document designed to resonate with a broad range of Lexington residents and stakeholders, while highlighting service gaps, infrastructure conditions, and planning opportunities tailored to the city's unique context.

The advantages and core strengths of the EHI/Urban3 team consist of:

1. Integrated Leadership Structure:

- EHI Consultants will serve as the primary project lead, leveraging their local expertise, community engagement strategies, and policy analysis capabilities.
- Urban3 will act as the technical lead, specializing in financial modeling, spatial analysis, and visualizing the impacts of urban policies on land use and community development.

2. Complementary Expertise:

- **EHI Consultants' Local Knowledge and Community Engagement:** EHI Consultants, based in Lexington, brings a deep understanding of the local dynamics, history, and socio-economic landscape. Their established relationships with community stakeholders and familiarity with Lexington's unique challenges and opportunities ensure a culturally and contextually relevant assessment.
- **Urban3's Data Analytics and Visualization Expertise:** Urban3 specializes in spatial and economic analysis, leveraging advanced data visualization techniques to reveal patterns in land use, development trends, and municipal financial performance. Their innovative use of 3D mapping and fiscal analysis provides a compelling, data-driven foundation for understanding community development dynamics.
- By combining EHI's local insights and Urban3's technical expertise, the team can address both qualitative and quantitative dimensions of equity.

3. Collaborative Methodology:

- **Research & Data Collection:** EHI will facilitate community engagement and data collection while Urban3 ensures spatial and financial data integrity.
- **Analysis:** Both teams will collaboratively assess the data, integrating quantitative spatial analysis with qualitative feedback from community stakeholders.
- **Reporting & Recommendations:** Urban3 will create interactive and accessible visuals, while EHI will draft actionable policy recommendations tailored to LFUCG's goals.

4. Engagement and Communication:

- Team meetings to ensure seamless coordination.
- A shared project management platform for transparency in task tracking and deliverables.
- Regular updates to LFUCG to incorporate feedback and adjust the approach dynamically.

5. Commitment to Equity and Inclusion:

- Ensure broad community participation through public forums and workshops designed to gather input from a wide range of residents and stakeholders.
- Utilize innovative visualization tools from Urban3 to present complex data in a clear, accessible format that supports informed decision-making.

6. Deliverables:

- Comprehensive opportunity assessment report addressing the RFP's five selection criteria.
- Data-driven visualizations and maps illustrating current community conditions and the potential impacts of proposed policies.
- A roadmap for implementing recommendations aligned with LFUCG's priorities.

7. Experience and Qualifications:

- **EHI Consultants:** Decades of experience in public policy and community engagement, with a focus on data-informed planning solutions.

- **Urban3:** Renowned for transforming complex data into actionable insights through spatial and financial analytics.

Alignment with RFP Evaluation Criteria Expertise in Equity Assessments :

- EHI brings years of experience in urban planning and policy analysis grounded in community needs and development trends.
- Urban3's pioneering work in fiscal impact visualization enhances understanding of land use efficiency and public investment outcomes

Comprehensive Methodology:

- An integrative approach that combines community engagement, qualitative data, and cutting-edge geospatial analytics.

Experience with Local Governments

- Both firms have collaborated with municipalities, locally and nationwide, demonstrating proven results in urban panning and fiscal impact projects.

Feasibility and Timeline Clarity:

- A well-defined work plan ensures deliverables are met on schedule, leveraging both organizations' project management expertise.

Cost-Effectiveness:

- The partnership reduces redundancies by utilizing the specific strengths of each firm, ensuring maximum impact per dollar spent.

CONCLUSION

EHI and Urban3 offer a uniquely powerful partnership capable of delivering a data-rich and community-grounded Comprehensive

Key Personnel

CORE TEAM

Ed Holmes, AICP

Project Manager in Charge

CONSULTANTS

Edward Holmes is a certified urban planner with over 35 years of experience, specializing in sustainable planning strategies for redevelopment, master planning, and land use projects. As a Principal at EHI Consultants, he has developed frameworks for environmentally responsible planning techniques and strategies. His expertise includes urban design, comprehensive planning, zoning, housing market studies, and community engagement. He has received recognition from the Kentucky Chapter of the American Planning Association and the Kentucky Chapter of the American Society of Landscape Architects for his contributions to innovative rural farmland preservation zoning, comprehensive and neighborhood planning. Founder and President of EHI, Ed is a certified planner with over 40 years of experience focusing on incorporating planning strategies into housing development redevelopment, master planning, and land use plans. Mr. Holmes has extensive public and private experience in affordable housing, land use, and comprehensive planning, first serving as a land use planner and then as Director of Planning for the Bluegrass Area Development Districts (BGADD) Division of Planning.

Ryan Holmes, AICP

Project Manager

Ryan possesses more than 15 years of expertise in land use and regulatory planning. His professional focus lies in master planning, sustainable design, and greenfield redevelopment strategies, with a strong emphasis on housing and community revitalization, enhancing quality of life, and fostering economic development. Throughout his career, he has authored numerous comprehensive plans, housing studies, subdivision regulations, zoning ordinances, and other planning and regulatory codes, many of which have been recognized by the Kentucky Chapter of the American Planning Association for their innovative approach to urban and rural land planning standards. Ryan is currently serving on the State's Kentucky Workforce Innovation Board, along with serving as a board member of Lexington's Industrial Authority Board.

Thomas Benford

Planning Research Assistant

Thomas has more than 15 years of experience with the ability to gather and assemble data and prepare an analysis. Thomas is proficient in all aspects of census, survey deployment, and ESRI software data gathering. He is experienced and proficient in economic and demographic data gathering and analysis. He is currently gathering similar types of demographic data for projects in Louisville and Lexington, (Davis Park Housing, Louisville District 21 Neighborhood). Thomas also assisted in the planning data gathering and analysis for the housing assessment components for the Winburn, Armstrong Mill Rd., and Cardinal Valley Small Area Plans in Lexington. Thomas will be leading the efforts in demographic data gathering and analysis of both housing and economics. Thomas has a degree in communications. Thomas has been with EHI for 14 years.

Adam Klier

Project Planner

Adam brings a strong understanding of housing, planning, and land use experience to projects as a planner for EHI. He has worked on a variety of planning and housing-related projects in Louisville, Lexington, and the region, addressing issues around regulations, land use, and housing strategies. His tasks will be to coordinate the housing research and methodology analysis with community stakeholders and assist in determining affordable housing needs, funding strategies, and interface with TPMA. His most recent and relevant projects include the Town Branch Park and Cardinal Run Park stakeholder outreach and engagement, Paris Bourbon County Comprehensive Plan housing, and demographic analysis. He is proficient in data analysis, GIS, ESRI software, and mapping. Adam is a graduate of Cornell University with a bachelor's degree in urban Regional Studies.

Joseph Minicozzi, AICP

Principal

Joe Minicozzi will lead the team for this project and present the final results in a public setting if desired. Under Joe's leadership, Urban3's work in pioneering geospatial representations of economic productivity has prompted a paradigm shift in understanding the economic potency of urbanism and the value of well-designed cities. Through Joe's direction, our analysts create visualizations to provide communities with the resources to make informed decisions about future development and its financial impacts.

Phillip Walters, AICP

Chief Analyst

Phillip is the chief analyst at Urban3. He brings together the perspectives of economics, data analysis, and good planning to find usable insight. With 8 years of public sector experience and strong analysis skills, he endeavors to help the public understand the underpinnings of how land use decisions will change their future. Phillip will manage the day-to-day project flow, including scheduling all client calls, meetings and milestones with the analysts.

Adam Carr, AICP

Project Manager

Adam has experience at the local government level and recognizes social, economic, and environmental issues that places face. His spatial data analysis and planning expertise provides a strong foundation for considering solutions to planning and development challenges. His approach is to help communities reach their goals by understanding what makes them special and by evaluating opportunities to grow equitably and sustainably.

Brooke Robinson

Graphics Specialist

Brooke enhances complex data findings into visually engaging maps, illustrations, and presentations. She endeavors to create visuals that the public will find engaging and hopefully motivational for taking action to improve our built environment. Before joining Urban3, Brooke worked as a graphic designer, GIS analyst, and freelance illustrator. She currently resides in her hometown of Atlanta, Georgia.

SECTION 2:

Project Design and Operation

Understanding the Project Scope and Objectives:

To thoroughly understand the project's scope and objectives, as outlined in the RFP, our team will conduct extensive meetings and workshops with relevant LFUCG agencies, departments, community leaders, local businesses, and other key housing stakeholders. Our team will actively listen and engage with these stakeholders to gain insights into their priorities, concerns, and service needs.

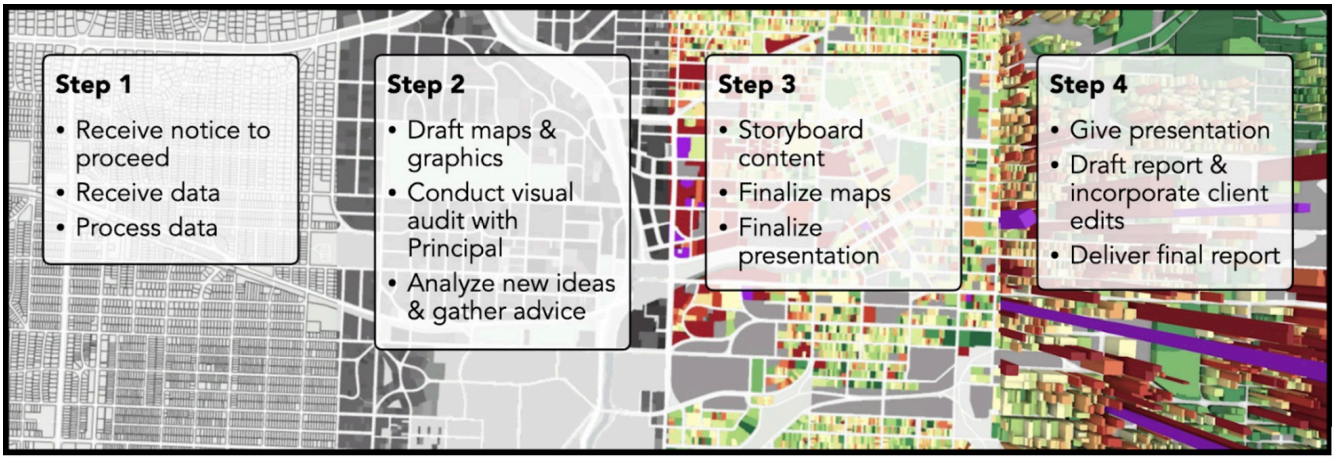
EHI has deep knowledge of the Lexington community landscape. Our staff and project team will carefully design the engagement process to identify the full range of perspectives that should inform the assessment—recognizing that those typically involved in local decision-making do not always reflect the broader community. From Day 1, we will prepare a comprehensive stakeholder list to ensure broad representation and input from a wide variety of individuals and organizations, similar to our work on housing and small area plans. EHI and the project team will:

- Identify groups and individuals who may be most affected by local development decisions and related issues, considering geographic areas, housing types, and community interests.
- Identify community organizations (including service providers, neighborhood groups, and faith institutions) that have trusted relationships and can help facilitate outreach to broader segments of the public.
- Engage with civic organizations, advocacy groups, and governmental agencies that bring valuable perspectives and local knowledge to the process.

Assessment of the 13 Key Indicators

By examining these indicators through demographic, economic, and geographic lenses, our team approach will generate actionable insights to support informed policy-making and strategic investment decisions that promote a stronger and more resilient Lexington-Fayette County.

Through a robust research and data-gathering effort, combined with GIS mapping technology, the project team will identify and address service gaps and development challenges. This work will take a comprehensive, sector-focused approach that integrates both quantitative analysis and qualitative community feedback. The assessment will help uncover underlying community needs, evaluate service access and resource distribution, and prioritize practical solutions. This proactive, data-driven initiative is designed to support the government's commitment to improving quality of life and fostering broad-based opportunity for all residents.



1. Parks and Open Spaces

- **Assessment:** Parks and green spaces play a critical role in enhancing public health, quality of life, and community connection.
- **Challenges:** Past disinvestment and physical barriers may limit access in some areas.
- **Approach:** Urban3 will use GIS mapping to assess geographic service coverage and conduct surveys to evaluate community satisfaction.

2. Public Facilities

- **Assessment:** Local public facilities and infrastructure are essential for education, resilience, and community services.
- **Challenges:** Aging infrastructure, accessibility issues, and gaps in service delivery.
- **Approach:** Analyze facility condition assessments and demographic data to identify areas with infrastructure needs.

3. Housing Availability

- **Assessment:** EHI's recently completed LFUCG Housing Need Assessment, found that housing stability directly impacts economic mobility, health, and educational outcomes. .
- **Challenges:** Wage gaps and limited employment diversity in some areas.
- **Approach:** Use census data to map income trends and gather local input on employment conditions.

4. Income

- **Assessment:** Income variation across neighborhoods affects access to services and economic opportunity.
- **Challenges:** Income inequality compounded by employment segregation and wage disparities.
- **Approach:** Utilize census data to map income trends and conduct interviews to capture qualitative perspectives.

5. Education

- **Assessment:** Education quality and access are foundational to long-term community success.
- **Challenges:** Variability in school resources, funding, and program availability.
- **Approach:** Assess per-pupil spending and facility quality across service areas.

6. Health

- **Assessment:** Health outcomes are shaped by environmental, economic, and educational factors.
- **Challenges:** Limited healthcare access and high incidence of chronic illness in certain areas.
- **Approach:** nalyze proximity to healthcare facilities and conduct focus groups to understand access barriers.

7. Safety

- **Assessment:** Public safety influences residents' sense of security and mobility.
- **Challenges:** Areas with high crime rates and slower emergency response times.
- **Approach:** Map crime and emergency response data and gather community perspectives on safety priorities.

8. Arts, Entertainment, and Tourism

- **Assessment:** Arts and cultural amenities contribute to civic pride and economic development.
- **Challenges:** Uneven availability and support for community programming.
- **Approach:** Map the location of cultural assets and evaluate trends in public and private investment.

9. Transportation

- **Assessment:** Reliable transportation systems ensure access to jobs, services, and education.
- **Challenges:** Limited transit options and infrastructure aging.
- **Approach:** Conduct travel time analyses and evaluate multimodal access using GIS overlays.

10. Infrastructure Investment

- **Assessment:** Infrastructure plays a foundational role in supporting economic activity and quality of life.
- **Challenges:** Outdated systems, broadband limitations, and deferred maintenance.
- **Approach:** Compare investment levels by geography and prioritize areas with the most pressing needs.

11. Civic Engagement

- **Assessment:** Participation in civic life reflects residents' access to information and confidence in public processes.
- **Challenges:** Low turnout and limited engagement opportunities in certain areas.
- **Approach:** Use public data to map participation levels and work with local organizations to improve outreach.

12. Food Access

- **Assessment:** Limited access to nutritious food impacts community health and household budgets.
- **Challenges:** Limited access to fresh produce and reliance on unhealthy food options.
- **Approach:** Conduct spatial analyses of food service locations and collaborate with partners to identify alternatives.

13. Access to Financials Institutions

- **Assessment:** Proximity to banking and financial services affects financial stability and planning.
- **Challenges:** Fewer traditional financial institutions and prevalence of high-cost alternatives in some areas.
- **Approach:** Map the distribution of financial service providers and analyze service coverage relative to residential areas.

Project Design

Document gathering review and analysis

In this phase, we will conduct a comprehensive review of all relevant documents, plans, and studies—some of which were prepared or supported by EHI—related to previous planning initiatives in Lexington. This review will provide valuable context and inform the direction of our subsequent planning efforts. EHI will coordinate with LFUCG staff to identify and select key documents for analysis. We will evaluate the recommendations, outcomes, and findings of these reports and assess their relevance to current community development needs and infrastructure priorities. This review and analysis will inform our mapping, data modeling, and narrative development for the final deliverables.

WEBSITE

We propose, as part of the outreach and engagement effort, setting up a project-specific website, using a vanity URL (Lexington equity or something memorable). The website is then used as a primary communication portal both out to the community as well as hosting project information and collecting input. We will employ a mix of traditional and digital outreach methods. Public forums and workshops will provide a platform for open discussions and brainstorming sessions around the issues of historic disparities and equity. We will conduct online surveys accessible to everyone and interest groups to ensure broad participation.

We would drive all communication to and through the website, giving our team ready and real-time access.

EHI also recognizes that web-based tools can be a helpful supplemental strategy to get information out into the community and to receive community input. That said, we have found that the implementation of web-based tools should also be informed by community members' access to relevant technology and reliable internet access.

We will provide access to information, surveys, and data to those groups that have limited to no access to the Internet through distribution outlets for information through the utilization of newspapers, newsletters, television, and public information forums.

STAKEHOLDER ENGAGEMENT

We will implement a comprehensive stakeholder engagement effort that includes targeted interviews and focus groups. By involving representatives from a range of community interests and sectors, we will ensure the project's objectives reflect the input and insights gathered directly from the public.

Since its founding in 1995, EHI has successfully facilitated numerous public engagement and stakeholder involvement initiatives that build trust, gather feedback, and strengthen planning efforts. Our approach is centered on creating multiple entry points for public and stakeholder interaction, allowing for both formal and informal contributions to the process. This method enables the team to reach a broad audience, deliver project information clearly, and receive meaningful input.

We base our engagement framework on six core principles of effective public involvement:

1. Focus outreach on the best interests of the community

2. Ensure engagement is open, transparent, and meaningful

3. Tailor outreach strategies to be context-sensitive and accessible to a wide range of community groups, including renters, developers, and housing providers

4. Deliver timely and relevant information throughout the project

5. Share accurate, easy-to-understand materials

6. Promote transparency throughout the decision-making process

EHI has successfully applied this approach in recent LFUCG projects such as the Douglass Pool study, Davis Park planning process, and the Mobile Market initiative.

In collaboration with LFUCG staff and officials, EHI will develop a detailed schedule of outreach and engagement activities that will bring together a diverse group of stakeholders, organized around the 13 key indicators identified in the project scope.

DATA GATHERING AND ANALYSIS

Our data gathering and analysis will include a review of U.S. Census, ESRI, and other socioeconomic data sets relevant to Lexington-Fayette County. Data will be aggregated to the census tract, block, and zip code levels to enable detailed spatial analysis. Working alongside Urban3, we will apply advanced mapping and GIS technologies to accurately identify and visualize patterns in development, infrastructure access, and community service distribution.

SURVEY DESIGN AND METHODOLOGY

Surveys will be specifically designed to align with the 13 indicators outlined in the RFP. Each instrument will be carefully crafted to ensure scientific validity and topic relevance. We will work with government officials, stakeholders, and subject matter experts in shaping survey content to improve trust, accuracy, and clarity. Our aim is to ensure survey accessibility for various community groups and to gather data that supports well-informed analysis.

Using EHI's survey software, we will implement a multiwave approach that incorporates ethnographic and cognitive data collection methods. This approach allows us to test and refine questions based on respondent feedback, ensuring clarity and improving response accuracy for better data interpretation.

DATA-DRIVEN VISUALIZATIONS AND MAPS

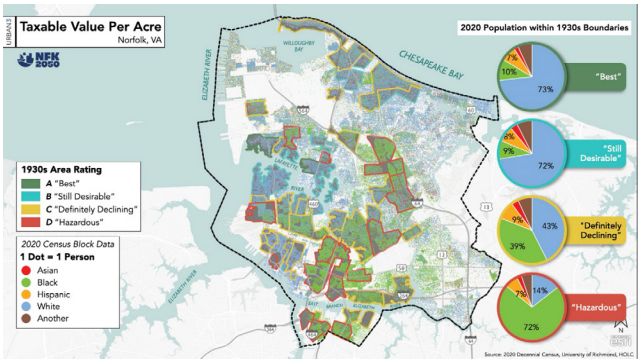
The assessment will include data visualizations, 3D modeling, and renderings that reflect the findings of the project. These visuals will align with GIS-based analysis to present patterns in infrastructure, service accessibility, housing trends, and municipal productivity.

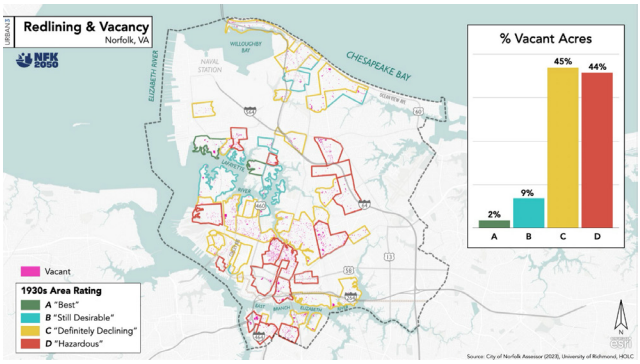
VISUALIZING DATA FOR IMPACTFUL URBAN ANALYSIS

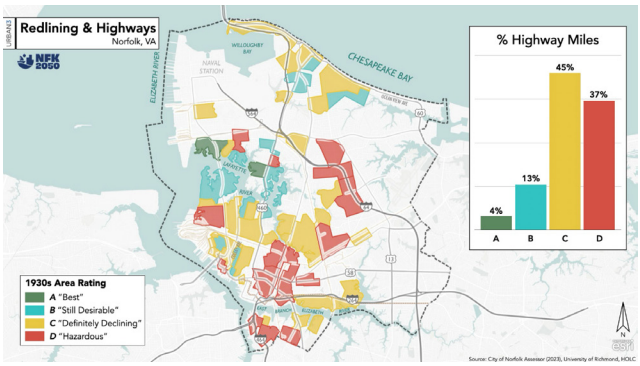
Urban3 specializes in translating complex datasets into visually compelling formats that reveal patterns in land use, infrastructure investment, and fiscal performance. Their method filters out data noise to focus on the clearest and most actionable insights. These tools will be integrated into the Lexington assessment to support informed decision-making and data-supported planning.

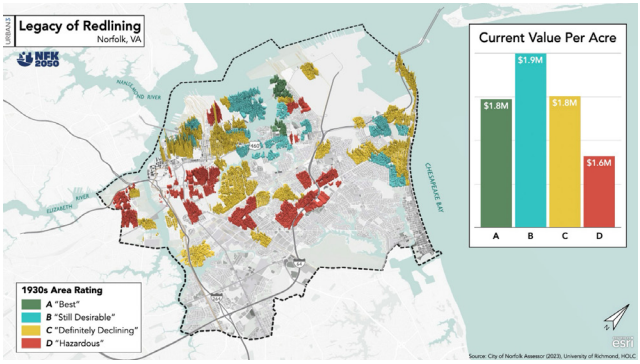
NORFOLK

In Norfolk, Urban3's analysis examined the long-term fiscal impacts of historic development policies, infrastructure placement, and capital access limitations. The analysis revealed areas with significant housing loss and underperformance in municipal value, particularly where highway construction and urban renewal had concentrated. Mapping these trends alongside fiscal productivity data offered valuable insights for redevelopment planning.



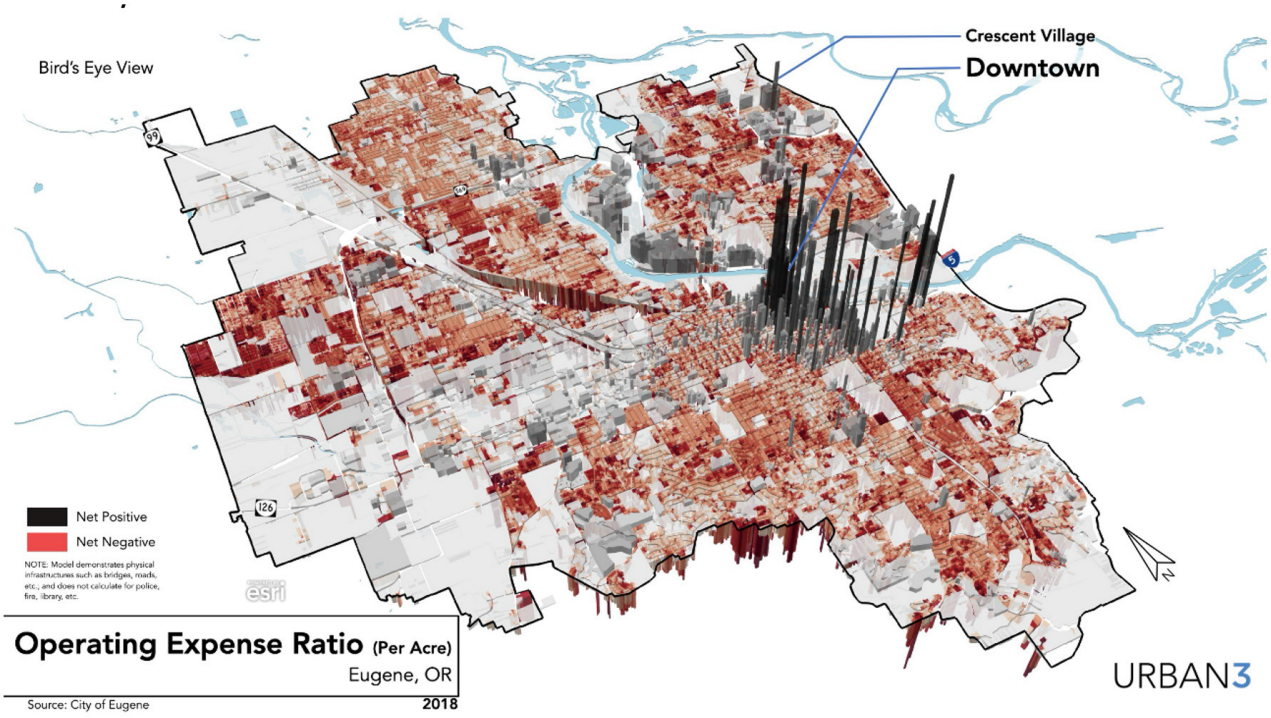




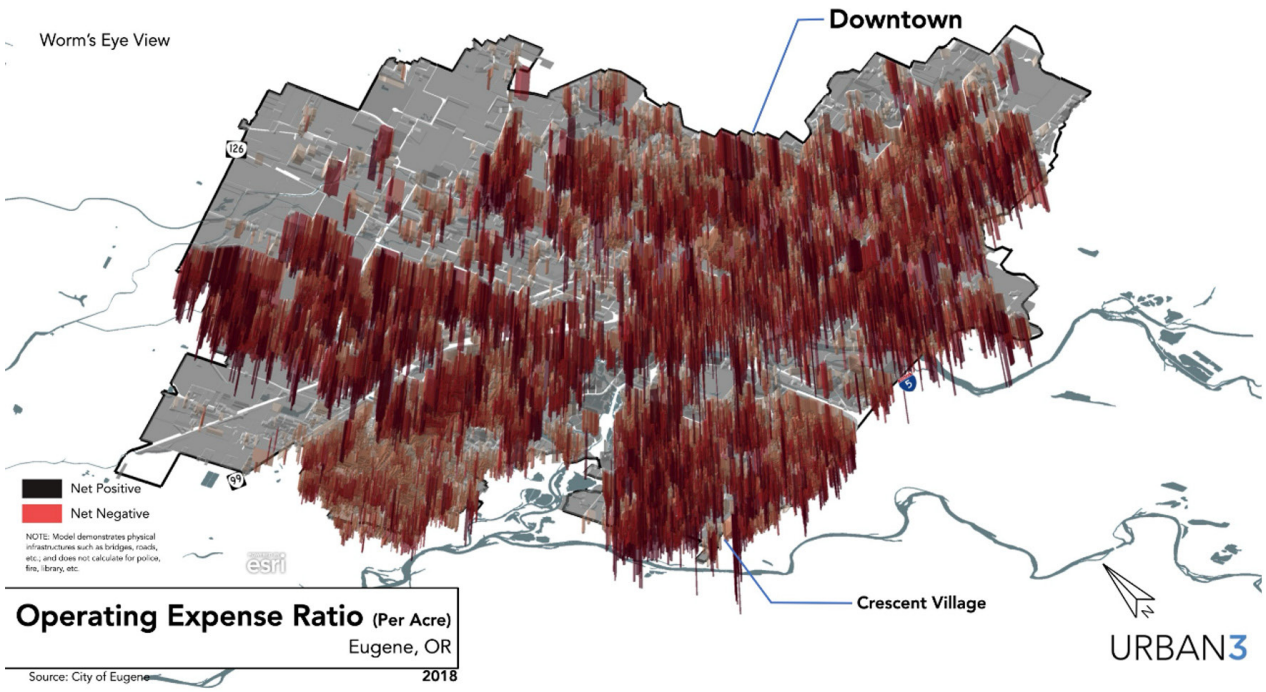


EUGENE

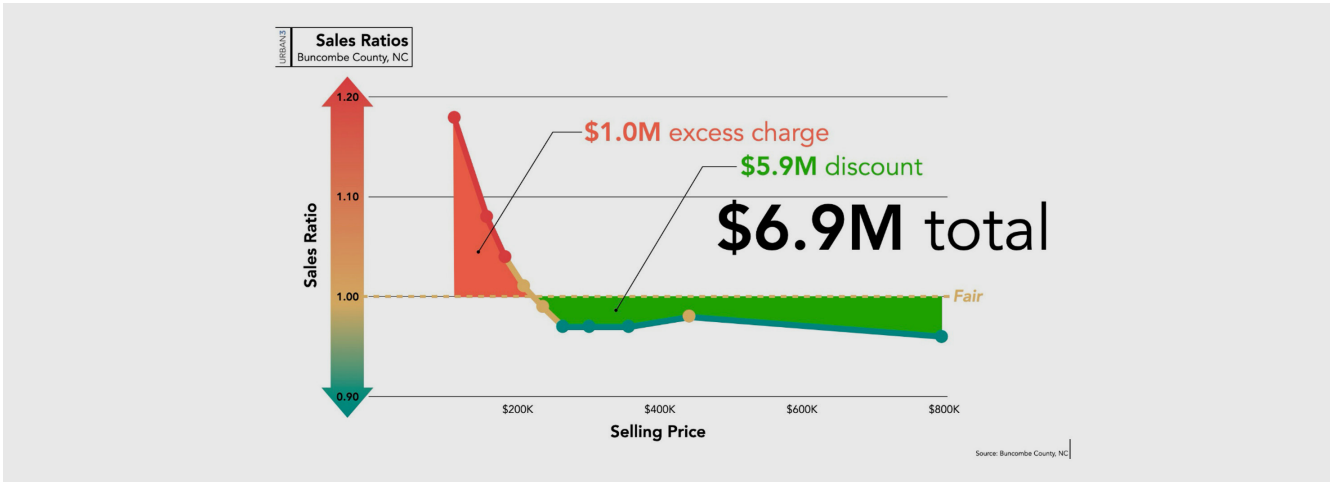
Urban3's work in Eugene involved a "net revenue" model that compared tax revenues from individual parcels against the public costs of infrastructure—such as roads and utilities. The visual analysis revealed which areas were fiscally self-sustaining and which were not. This model informed discussions about growth boundary expansion, highlighting the need to improve underperforming areas before pursuing new development.



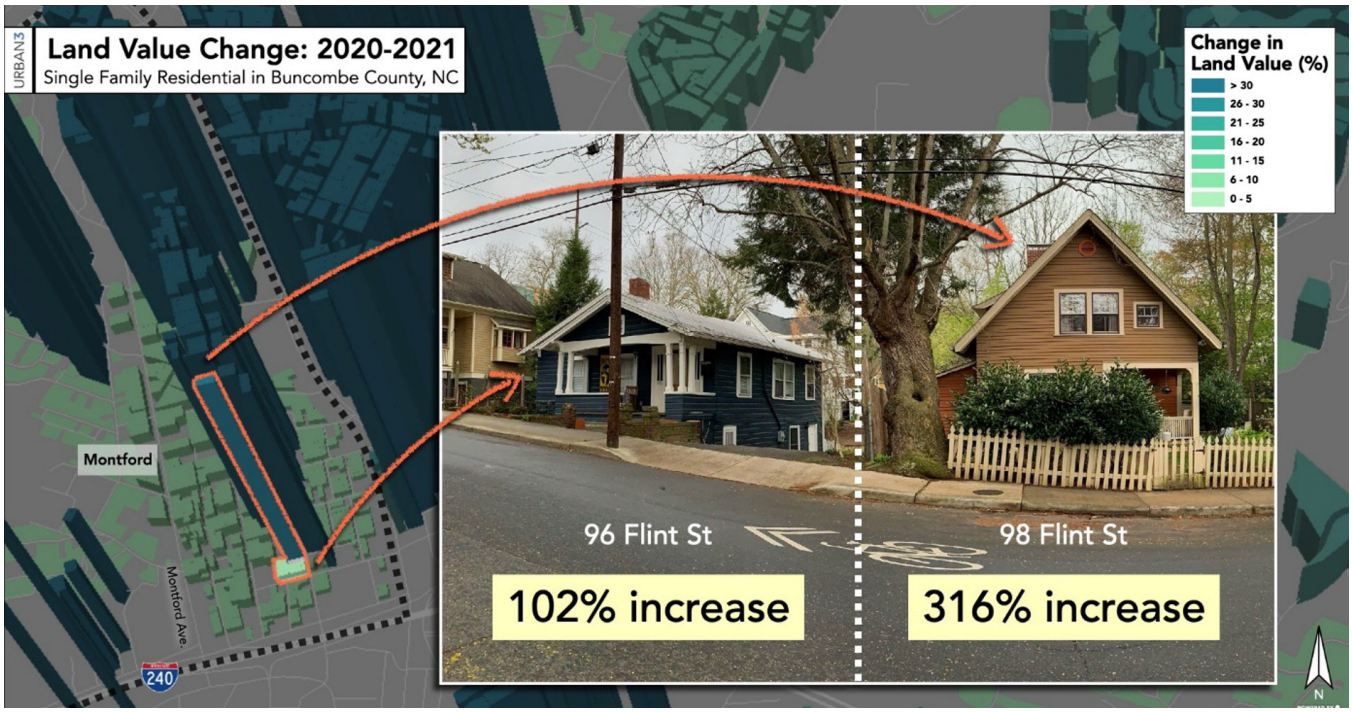
This is the 'worm's eye' view of the model:



If Lexington is interested in examining how property tax policies influence development patterns and municipal revenue, then the assessment system should be analyzed beyond conventional 'sales ratio' methods. These ratios can be mapped alongside land use, neighborhood trends, and valuation policies to better understand whether certain areas are consistently over- or under-valued, and how that may impact long-term fiscal sustainability and investment planning.

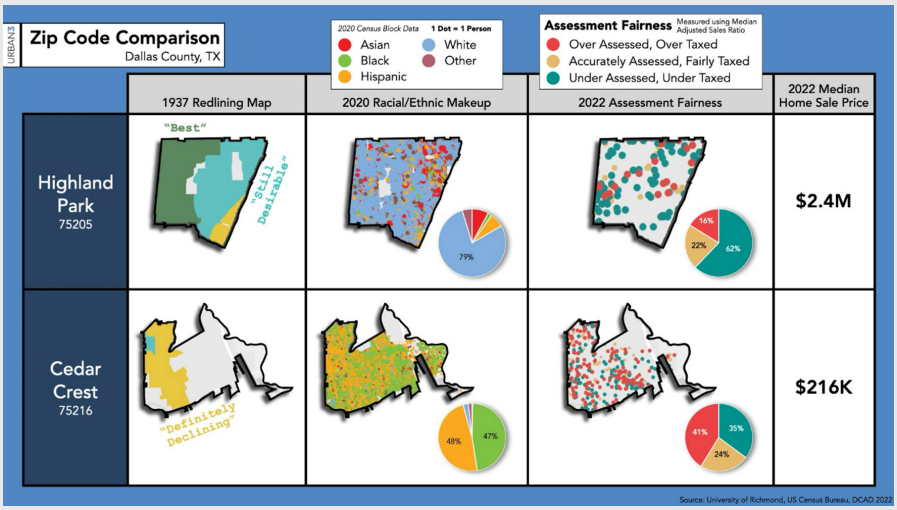


This slide is one of the clearest examples of how policy decisions can produce unexpected impacts on land valuation. The model shows the "change in land value" resulting from a recent reassessment, displayed in 3D to highlight the variation across parcels. In this case, two adjacent properties show a land value increase of more than 200%, with the shift occurring along a single block. The change appears to be driven by the boundaries defined under a local neighborhood tax code, which may not fully account for uniform assessment practices. This discrepancy was not immediately evident until the reassessment data was mapped, making the issue visually apparent and providing critical insight into how policy boundaries can affect property valuation.



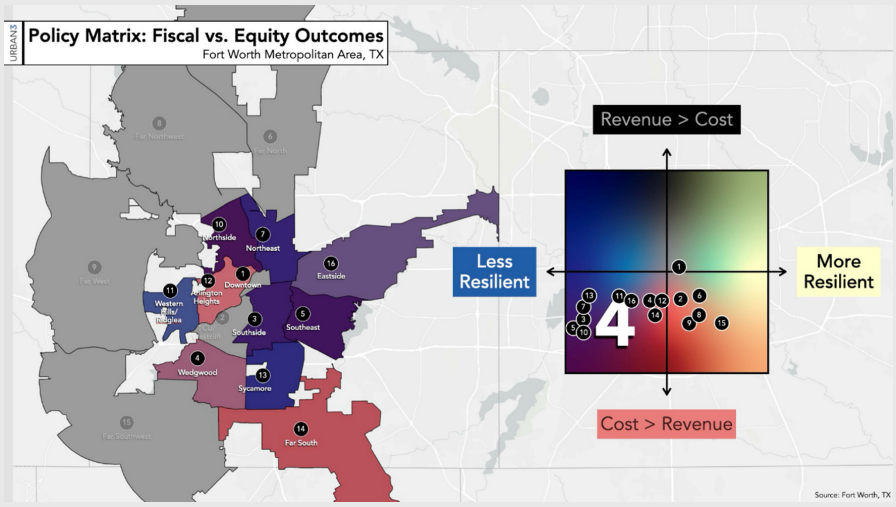
DALLAS

The following slide, drawn from a case study in Dallas, TX, presents a comparison between two neighborhoods—both equidistant from downtown—but with markedly different property valuations. One neighborhood, previously designated under historic assessment boundaries, shows significantly higher rates of over-assessment compared to the other. For example, only 16% of parcels in Highland Park were found to be over-assessed, while 41% of parcels in Cedar Crest were. Conversely, 62% of parcels in Highland Park were under-assessed, compared to just 35% in Cedar Crest. This suggests that systemic differences in how neighborhoods are valued may exist, with lower-wealth areas more frequently assessed above market value, potentially impacting homeowners' tax burdens.

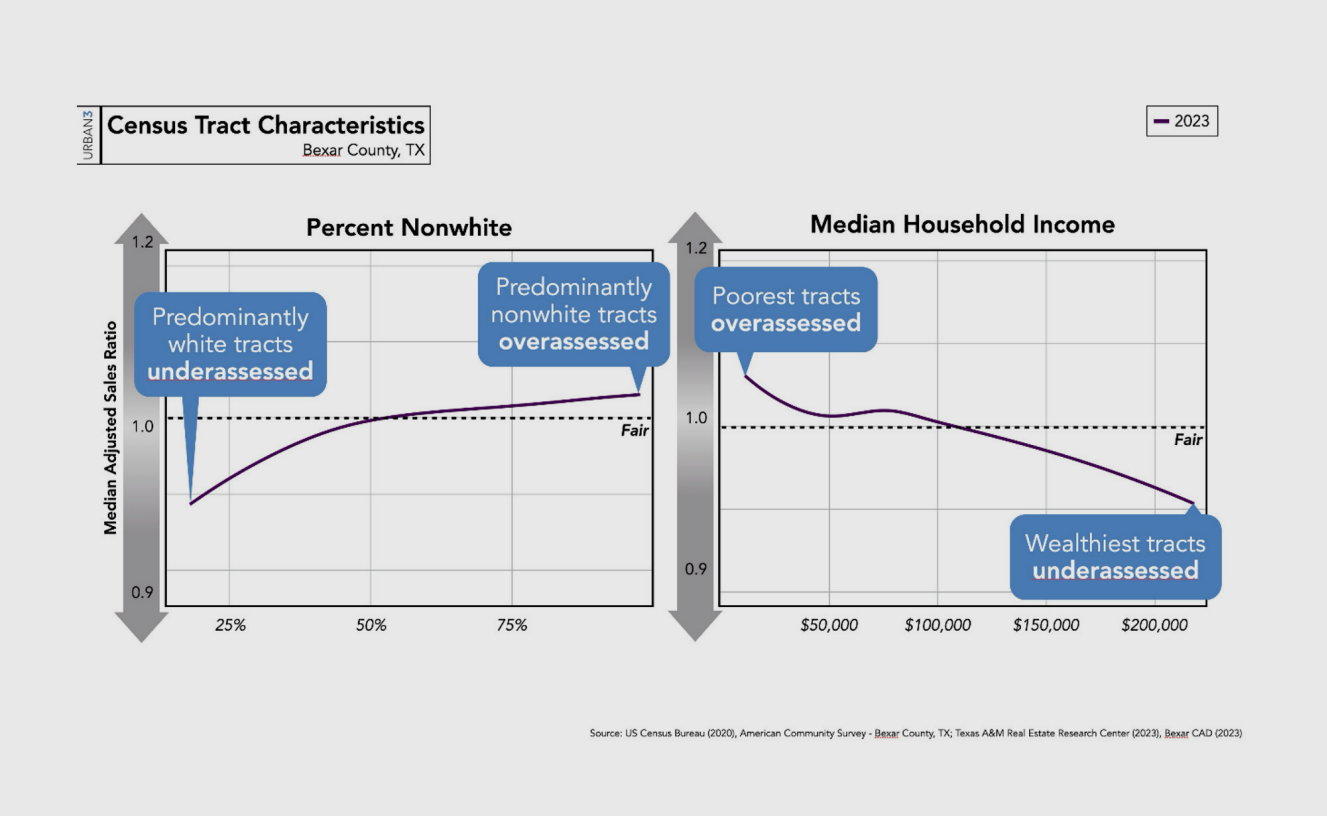


FT. WORTH

In Fort Worth, TX, a more comprehensive analysis was conducted to evaluate return on investment (ROI), similar to the Eugene model. This included mapping neighborhoods by indicators such as public service costs, infrastructure spending, and fiscal contribution. The chart illustrated groupings of neighborhoods with varying levels of investment need and municipal subsidy. For example, one area (#15) received a similar level of public subsidy as another (#3), but differed significantly in terms of development activity and infrastructure demands. This type of analysis helps to highlight where public investments may need to be reassessed



Sometimes data is best understood through a broader, citywide lens where detailed maps may not fully capture the trends. In this San Antonio example, a comprehensive analysis of property assessments required looking at the entire dataset to identify inconsistencies across the system. By examining the full sample, patterns in property valuation emerged that would have been less apparent through



Notably, property assessment was not on the list of analytic requests in the scope. However, we would recommend that it be added, as it directly relates to the economics of housing, municipal revenue generation, and long-term planning for infrastructure and community services.

SECTION 3:

Final Product and Deliverable

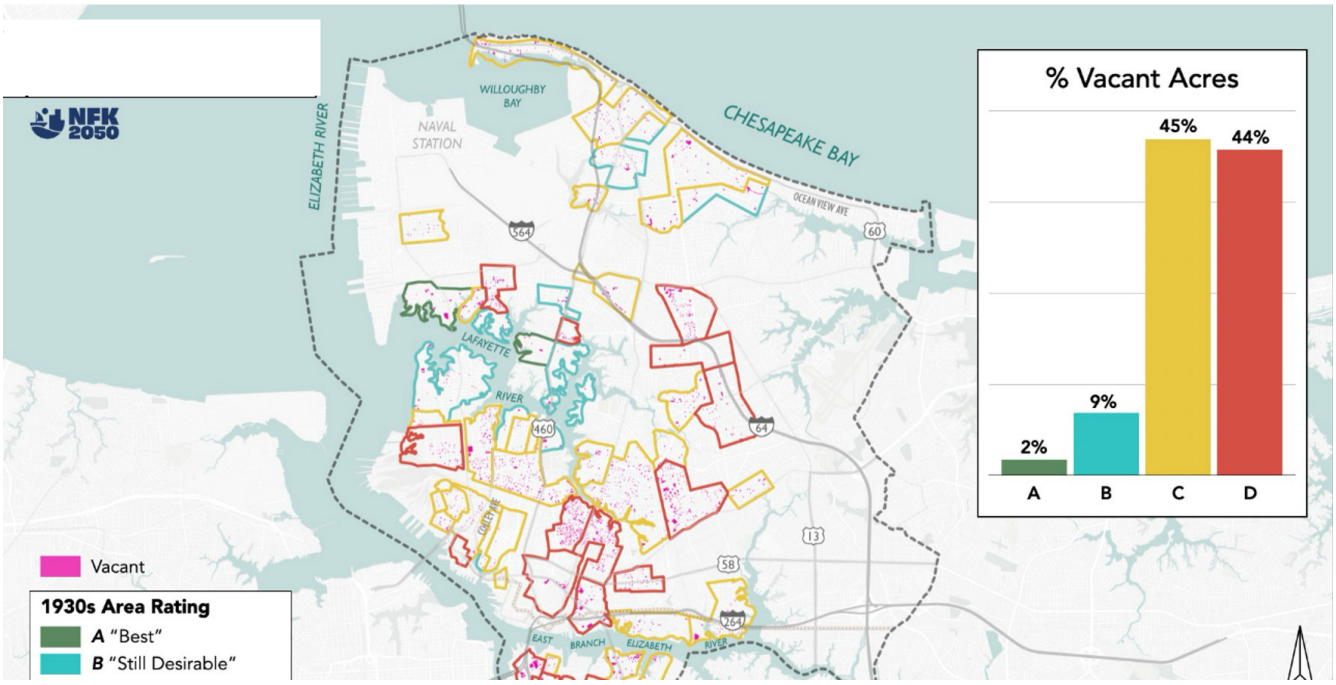
Reporting and Recommendations

• DELIVERABLES:

- Comprehensive report detailing findings for each indicator, with an emphasis on identifying contributing factors behind observed trends.
- Actionable recommendations for policy and program development tailored to address service gaps and community needs.
- Reporting and Visualization: Urban3 will create visual models of spatial and fiscal patterns, while EHI will prepare comprehensive reports summarizing key findings and proposed strategies.

• IMPLEMENTATION SUPPORT:

- Collaborate with LFUCG to prioritize and sequence recommended interventions.
- Provide guidance on metrics for monitoring progress and evaluating outcomes.
- Develop a decision-making framework to support consistent, data-informed planning and investment strategies.



SECTION 4:

Project Schedule and Timeline

Project Timeline for Comprehensive Equity Assessment

The proposed timeline for completing the Comprehensive Equity Assessment is structured over a 9-month period, ensuring a phased approach that allows for thorough data collection, stakeholder engagement, analysis, and final reporting. The timeline is designed to balance efficiency with depth, ensuring the project meets its objectives within the specified timeframe.

Month 1: Project Initiation and Planning

The project begins with a kickoff meeting to align expectations, confirm project goals, and establish a detailed work plan. Key activities during this phase include:

- Formation of the project team and assignment of roles.
- Finalizing the project timeline and milestones.
- Conducting a preliminary review of existing data, policies, and resources.

Months 2-3: Data Collection and Analysis

This phase focuses on gathering quantitative and qualitative data to inform the equity assessment. Key tasks include:

- Identifying and acquiring relevant datasets from public and private sources.
- Designing and distributing surveys or other data collection tools to capture community input.
- Conducting interviews and focus groups with key stakeholders.
- Beginning preliminary analysis of collected data to identify trends and patterns.

Months 4-5: Stakeholder Engagement and Preliminary Findings

Active community engagement and collaboration are the focus of this phase. Activities include:

- Hosting workshops, public meetings to share initial findings and gather additional insights.
- Engaging with community organizations and local groups to ensure multiple perspectives are represented.
- Refining the analysis based on stakeholder feedback and emerging themes.
- Preparation of 3D Visualization Maps

Months 6-7: Comprehensive Analysis and Draft Report Preparation

With data collection complete, the focus shifts to an in-depth analysis and drafting of the assessment report. Key deliverables include:

- A detailed analysis identifying gaps and barriers.
- Development of actionable recommendations for addressing identified issues.
- Preparing a draft report for review by project stakeholders and government officials.
- Refine 3D Visualization Maps.

Month 8: Stakeholder Review and Feedback

The draft report is shared with key stakeholders, and feedback is incorporated to ensure the recommendations are actionable and reflective of community needs. Tasks include:

- Facilitating review sessions with stakeholders to discuss findings and recommendations.
- Refining the report based on input from these sessions.
- Ensuring alignment with the goals of the Lexington-Fayette Urban County Government.

Month 9: Final Report Submission and Presentation

The project concludes with the delivery of the final report and its presentation to LFUCG and public if needed. Key activities include:

- Finalizing the report with visualizations, executive summaries, and supporting documentation.
- Presenting the findings to government representatives, community leaders, and other stakeholders.
- Providing recommendations for implementation and strategies for ongoing equity monitoring.

This 9-month timeline ensures a structured approach to completing the equity assessment while allowing flexibility to adapt to emerging needs and insights. Each phase builds on the previous, ensuring a comprehensive and actionable outcome.

SECTION 5:

Fee Schedule

The proposed fee schedule for the Comprehensive Equity Assessment under RFP #58-2024 is designed to provide transparency, justify costs, and align directly with the scope of work and deliverables outlined in the request for proposals. This structure ensures clarity and accountability while demonstrating the cost-effectiveness of our approach.

COST COMPONENTS

The fee schedule is structured into key components that reflect the resources and tasks essential to the project:
Each cost component is tied directly to the project's methodology and tasks.

- Data Collection and Analysis: Resources are allocated to gather, process, and interpret quantitative and qualitative data essential for the assessment for the 13 indicators.
- Stakeholder Engagement: Funds are earmarked for outreach efforts, workshops, and public meetings to ensure diverse perspectives are incorporated.
- Visualization and Maps: Costs are assigned to preparing reports, visual presentations, and delivering actionable recommendations to stakeholders.

TIMELINE INTEGRATION

The fee schedule aligns with the project timeline, ensuring that each phase—from initial planning to final reporting—is adequately resourced. For example, costs for data analysis peak during the mid-project phases, while personnel costs reflect continuous project oversight.

COST-EFFECTIVENESS

Our fee structure emphasizes cost-efficiency through strategic resource allocation and the knowledge and information that is currently housed with EHI from recent and past projects. By leveraging existing data sources and employing experienced professionals, we minimize redundant efforts and maximize output quality. The schedule is competitive and aligned with market standards for similar assessments.

COMPLIANCE AND FLEXIBILITY

The fee schedule reflects our commitment to include proactive engagement with minority- and women-owned business enterprises (MWBEs), ensuring that project funds contribute to broader project goals.

SUMMARY

The proposed fee schedule provides a comprehensive breakdown of costs, categorized by major tasks and deliverables. It is designed to meet project requirements effectively while remaining transparent and equitable. A detailed summary table is included as part of the proposal package to support further evaluation and review.

CONSULTANT SERVICES	LUMP SUM FEE
Task 1: Document and Data Gathering, Review, and Analysis	$20,000
Task 2: Website & Stakeholder Engagement	$30,000
Task 3: Survey Design and Methodology	$15,000
Task 4: Visualization and Maps	$80,000
TOTAL LUMP SUM FEE	**$145,000**

EHI HOURLY RATES 2024	
POSITION	**HOURLY RATE**
Principal	**$250**
Project Manager	**$200**
Project Engineer	**$175**
GIS Specialist/Senior Planner	**$115**
Stakeholder Engagement Specialist	**$110**

URBAN3 HOURLY RATES 2024	
POSITION	**HOURLY RATE**
Administrative	**$110.00**
Analyst I	**$193.00**
Chief Analyst	**$248.00**
Data Scientist	**$193.00**
Financial Analyst	**$210.00**
Founder	**$385.00**
GIS Technician	**$154.00**
Graphics Specialist	**$165.00**
Lead Analyst	**$195.00**
Principal	**$322.00**

Note: Based on the complexity of the data requirements. While the project scope is ambitious, funding limitations may constrain the depth of certain activities, such as other public investment that should be correlated to the income side to create additional "Add On" maps that demonstrates some level of public "ROI" or additional data analysis iterations. To address this, our approach includes scalable work plans and prioritized deliverables, ensuring critical tasks are completed while reserving capacity for additional work, such as:

- Detailed property tax evaluation and biases that influence tax policies.
- Examine long-standing racial inequities in property tax administration.
- Conducting supplementary analysis for deeper insights into systemic inequities.
- Developing extended recommendations to support long-term implementation strategies.

Our team is committed to working collaboratively with the city to identify opportunities for additional funding or resource reallocation to meet these needs.

SECTION 6:

Resumes

PRINCIPAL-IN-CHARGE / PROJECT MANAGER

Ed Holmes, AICP

President

EDUCATION

Bachelor of Arts, Urban Planning & Design,
University of Cincinnati

EXPERIENCE

Edward Holmes is a certified planner with over 35 years of experience focusing on incorporating sustainable planning strategies into redevelopment, master planning, environmental justice, and land use plans. As an urban planner and Principal in EHI Consultants, Ed has created sustainable development frameworks that provide benchmark considerations for future environmentally responsible planning and sustainable neighborhoods. Ed has direct experience with numerous public sector and private-sector projects throughout the Southeast United States.

SPECIALTIES

Urban planning / urban design, comprehensive planning, zoning and subdivision regulation plans, neighborhood plans, housing market studies, community engagement and outreach. He has been recognized by the Kentucky Chapter of the American Planning Association and the Kentucky Chapter of the American Society of Landscape Architects for his planning efforts in comprehensive and neighborhood planning, and farmland preservation.

PROJECTS

LFUCG DISPARITY STUDY

LEXINGTON, KENTUCKY

Ed Holmes was tasked with an outreach initiative to inform stakeholders about the study findings, refine strategies, and foster collaboration. EHI engaged DBEs through direct outreach and virtual sessions, facilitating diverse participation. Implementation strategies were advanced through the city council resolution, reinforcing the study's actionable outcomes.

LFUCG SMALL AREA PLANS

LEXINGTON, KENTUCKY

EHI led the development of various neighborhood plans throughout Lexington. The neighborhood plans provided a development framework used to guide both public infrastructure and private investment efforts for the purpose of neighborhood revitalization and creating more livable, connected and sustainable places.

LFUCG AFFORDABLE HOUSING STUDY

LEXINGTON, KENTUCKY

Ed Holmes led a comprehensive housing affordability study for Lexington, focusing on the demand for affordable units, their types, costs, and locations, emphasizing the current and future need for affordable housing units. EHI also examined the link between affordable housing and childcare accessibility.

LEXINGTON OPPORTUNITY ZONE

LEXINGTON, KENTUCKY

Ed Holmes spearheaded the promotion and coordination of the Lexington Opportunity Zone program, crafting strategies to attract investment and fostering Community Benefit Agreements. EHI was tasked with collaborating with stakeholders to identify needs and provided tailored strategies to stimulate development and support neighborhood revitalization efforts.

PROJECT PLANNER

Ryan Holmes, AICP

Planner

EDUCATION

Bachelor of Science, Business Administration,
University of Louisville
Master of Business Administration, University of Cincinnati
Master of Community Planning, University of Cincinnati

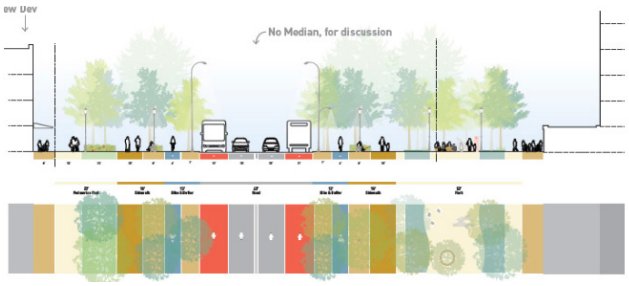
EXPERIENCE

Ryan has over 13 years of experience in land use public outreach and regulatory planning. Moreover, Mr. Holmes' responsibilities focus on master planning, sustainable/ green design, and comprehensive plan strategies, which emphasize community revitalization, quality of life, and economic development. He has played a key role for numerous green and sustainable municipal stormwater projects involving capital improvement planning and design, water quality planning, watershed management, and storm water management and planning. He has provided technical expertise in low impact development (LID), green infrastructure (GI), and stormwater best management practice (BMP) design and has the ability to conceptualize and develop innovative solutions to complex problems.

LOUISVILLE COMPREHENSIVE NEIGHBORHOOD PLANS

LOUISVILLE, KENTUCKY

EHI developed several comprehensive neighborhood plans for Louisville Metro. EHI worked with residents, businesses and institutions to collaboratively address issues and to facilitate urban design elements that promote sustainability and economic development.



LEXINGTON INFILL AND REDEVELOPMENT RECOMMENDATION

LEXINGTON, KENTUCKY

EHI served as a project facilitator for two of three task forces charged with the responsibility of developing a set of infill and development recommendations for undeveloped and underdeveloped lands within LFUCG's Urban Service Boundary.

FRANKLIN KENTUCKY COMPREHENSIVE PLAN

LOUISVILLE, KENTUCKY

Ryan was tasked with the development of Franklin, Kentucky's Comprehensive Plan, focusing on enhancing quality of life through strategies addressing housing, mobility, growth, and development. The plan guides sustainable land use to improve community well-being and equitable access to amenities.

ELIZABETHTOWN COMPREHENSIVE PLAN

ELIZABETHTOWN, KENTUCKY

Ryan was tasked with the development of the Elizabethtown-Hardin County Comprehensive Plan, focusing on equity through inclusive community engagement. Over 850 participants shaped strategies to enhance quality of life, expand economic opportunities, and ensure equitable access to resources, guiding sustainable growth for the region.

PLANNER

Adam Klier

Planner

EDUCATION

Associate of Arts, Arabic Language & Culture, Defense Language Institute

Bachelor of Science, Urban & Regional Studies, Cornell University

EXPERIENCE

Adam is a Planner with 7 years of experience in municipal, land use, and regulatory planning. He has worked on projects ranging from urban design for adaptive reuse to open space preservation to drafting sign ordinance. Adam has developed an interest and experience in urban design focused on sustainability, green infrastructure, and multi-modal transportation. He has provided key written communications both for general public engagement and technical reports on projects ranging from multi-use trails to comprehensive plans. As an EHI team member, Adam has helped facilitate a variety of public input sessions including design charrettes, public input & feedback, stakeholder meetings, and interagency coordination. engagement for Lexington KY Development Process Report. Adam ha been a team member on many EHI projects such as the Pikeville KY Unified Development Ordinance, the Red River Neighborhood Plan for Clarksville TN, the Franklin KY Comprehensive Plan, and the University of Louisville's Campus Master Plan.

PROJECTS

FRANKLIN KY COMPREHENSIVE PLAN

FRANKLIN, KENTUCKY

Adam helped to develop Franklin, Kentucky's Comprehensive Plan, with a deliberate focus on equity and sustainability. The plan integrates strategies for housing, mobility, growth, and economic development for the rapidly growing town 30 mins outside of Nashville, TN along the I-65 corridor.

DEMOGRAPHICS REPORT

PARIS/BOURBON COUNTY

Adam was tasked with data collection and analysis of the Paris/Bourbon County Demographics Report, analyzing population trends, economic indicators, and housing data to inform future planning initiatives. The report emphasizes equity and community well-being, providing actionable insights to guide sustainable growth and strategic decision-making for Paris and Bourbon County's evolving needs.

UNIFIED DEVELOPMENT ORDINANCE

PIKEVILLE, KENTUCKY

EHI led the development of a Unified Development Ordinance, streamlining zoning and subdivision regulations into a cohesive framework. Focused on equity and sustainability, the ordinance promotes efficient land use, fosters economic growth, and ensures balanced development.

CARDINAL RUN PARK DESIGN

LEXINGTON, KENTUCKY

Adam was tasked with facilitating community outreach for the Cardinal Run Park design, engaging diverse stakeholders to gather input on amenities and recreational needs. The initiative ensured the park's design reflected community priorities and promoted high-quality public spaces for all residents.

PROJECT PLANNER

Thomas Benford

Planner

EDUCATION

Bachelor of Art, Communication, University of Louisville

EXPERIENCE

Mr. Benford is a graduate of the University of Louisville with prior experience in, land use planning, and environmental planning. Mr. Benford has worked with public outreach while helping to develop neighborhood and comprehensive plans throughout central Kentucky. Mr. Benford has collected and analyzed data from field evaluations and participates in facilitating public meetings.

PROJECTS

OHIO RIVER BRIDGES PROJECT

KENTUCKY AND INDIANA

This project is designed to improve safety, alleviate traffic, connect highways and create economic development. EHI was tasked with evaluating the potential impacts of tolls, lead public outreach efforts, and recommend measures for mitigating impacts on Environmental Justice populations.

LOUISVILLE COMPREHENSIVE NEIGHBORHOOD PLANS

LOUISVILLE, KENTUCKY

EHI developed several comprehensive neighborhood plans for Louisville Metro. Mr. Benford worked to create equitable outreach stratagies that engaged community members and organization during the neighborhood planning process.

SHERMAN MINTON BRIDGE RENEWAL

KENTUCKY AND INDIANA

EHI was tasked with providing public outreach to Environmental Justice (EJ) populations in southern Indiana and Louisville, Kentucky. EHI facilitated public meetings as well as creating a Technical Committee that was tasked with providing feedback from EJ communites located in and around the project area. Duthie Ceter (D5)

UNIVERSITY OF LOUISVILLE MASTER PLAN

LOUISVILLE, KENTUCKY

EHI played a key role in evaluating the capacity of the existing university infrastructure to meet anticipated expansion demands. Leading the outreach and engagement efforts, EHI organized pop-up events across multiple campuses to connect with students, faculty, and staff. Through these initiatives, EHI successfully engaged with and surveyed over 200 participants.

PRINCIPAL, FOUNDER

Joe Minicozzi, AICP

Principal, Founder

EDUCATION

Master's of Architecture and Urban Design
Harvard University (1994)
Bachelor of Architecture University of Miami (1992)

CERTIFICATIONS

American Institute of Certified Planners (AICP)
Planning Certificate #017786

AWARDS

Congress for New Urbanism Charter Award (2019)

Joseph Minicozzi is a city planner and urban designer dedicated to helping cities and towns of all sizes realize their full economic potential by leveraging their unique character and sense of place. He founded Urban3 in 2011 to help communities better understand and visualize the market dynamics created by tax and land use policies, with the goal of strengthening local financial performance.

Under Joe's leadership, Urban3 has pioneered the use of geospatial visualizations to illustrate the economic productivity of land use patterns, sparking a shift in how municipalities evaluate urban design and public investment. He emphasizes the importance of data clarity and fiscal analysis in guiding community decisions, believing that every city can improve its financial sustainability by understanding the underlying numbers.

Joe's professional background spans architecture, real estate investment, local government, and private development. He also previously served as Executive Director of Asheville's Downtown Association.

SINCE FOUNDING URBAN3...

Joe has led the analysis of over 150 communities in 35 states; as well as communities in Australia, Canada, and New Zealand. He is a sought-after lecturer on urban economics and delivers 50 lectures a year, including lectures at the IAAO (International Association of Assessing Officers), the GFOA (Government Finance Officers Association), CNU (Congress for the New Urbanism), APA (American Planning Association); as well as keynote addresses
at AASHTO (American Association of State Highway and Transportation Officials) and the New Zealand Planning Institute.

CHIEF ANALYST

Phillip Walters

Chief Analyst

EDUCATION

Master's of Regional and City Planning
University of Oklahoma (2013)
Bachelor of Science in Business Administration & Economics
University of Nebraska-Lincoln (2010)

MEMBERSHIPS

Congress for the New Urbansim

AWARDS

Core team member of the Daniel Burnham award-winning planokc

YEARS OF EXPERIENCE

13 years

Phillip is a Chief Analyst at Urban3 bringing together the perspective of economics, data analysis, and good planning to find usable insight. With 8 years of public sector experience and strong analytic skills, he endeavors to help the public see the underpinnings of how the world around them works now, and how development decisions will change their future. For each of Urban3's projects, Phillip leads the analytical team to find and display the valuable truths buried in the data.

Prior to joining Urban3, Phillip crunched data to provide deep foundations for City of Oklahoma Planning Department initiatives. These ranged in scale from site suitability analysis or data maintenance to comprehensive plan drafting, impact fee creation, and preparation for a nearly billion-dollar capital program. His work provides accurate grounded information and insight for decisions with far-reaching consequences.

SELECTED PROJECT EXPERIENCE

Nassau County, Florida (2024) Value Per Acre Economic Analysis Client: Halff Associates
Gilbert, Arizona (2023)

Value Per Acre Economic Analysis, Development Projections, Return on Investment Analysis
Client: City of Gilbert
Indianapolis, Indiana (2020)

Value Per Acre Economic Analysis, Transit Oriented Development Scenario Planning
Client: IndyGo

PROJECT MANAGER

Adam Carr, AICP

Project Manager

EDUCATION

Master's of Urban and Regional Planning
University of Florida (2018)
Bachelor of Science in Environmental Science University of North Carolina at Chapel Hill (2013)

CERTIFICATIONS

American Institute of Certified Planners (AICP)
Planning Certificate #33327

YEARS OF EXPERIENCE

11 years

Adam is a Project Manager at Urban3 who wants to help communities reach their goals by both understanding what makes them special and by evaluating opportunities to grow equitably and sustainably. He has experience at the local government level and recognizes social, economic, and environmental issues that places face. His spatial data analysis and planning expertise provides a strong foundation for considering solutions to planning and development challenges.

His graduate education in Urban and Regional Planning at the University of Florida focused on Geographic Information Systems (GIS) and environmental planning. His research centered on understanding the current and future impacts of climate change on communities on Florida's east coast.
Adam grew up in North Central Florida, where he happily absorbed the odd mix of cosmopolitan and rural culture the area exudes. He now lives in Asheville, North Carolina.

SELECTED PROJECT EXPERIENCE

Dallas County, Texas (2023)
Value Per Acre Economic Analysis, Redlining Analysis, & Equity Analysis
Client: MetroTex Realtors

Cleveland, Ohio (2022)
Putting Assets to Work (PAW) Analysis
Client: City of Cleveland

Snohomish County, Washington (2021)
Value Per Acre Economic Analysis & Scenario Projections
Client: Housing Alliance of Snohomish County (HASCO)

GRAPHICS SPECIALIST

Brooke Robinson

Graphics Specialist

EDUCATION

Bachelor of Arts in Geography and Urban Planning
DePaul University (2018)

CERTIFICATIONS

Certificate in GIS (Geographic Information Systems)
DePaul University (2017)

YEARS OF EXPERIENCE

7 years

Brooke, the Graphics Specialist at Urban3, enhances complex data findings into visually engaging maps, illustrations, and presentations. She endeavors to create visuals that the public will find understandable and hopefully motivational for taking action to improve our built environment.

Before joining Urban3, Brooke worked as a graphic designer, GIS analyst, and freelance illustrator. She currently resides in her hometown of Atlanta, Georgia.

SELECTED PROJECT EXPERIENCE

Springfield, Missouri (2024)
Value Per Acre Economic Analysis, Development Projections, Return on Investment Analysis
Client: Multistudio

Fort Worth, Texas (2024)
Value Per Acre Economic Analysis, Fiscal Mapping, Return on Investment Analysis, Redlining Analysis, & Equity Analysis
Client: City of Fort Worth

Jurupa Valley, California (2023)
Value Per Acre Economic Analysis, Sales Tax Mapping
Client: City of Jurupa Valley

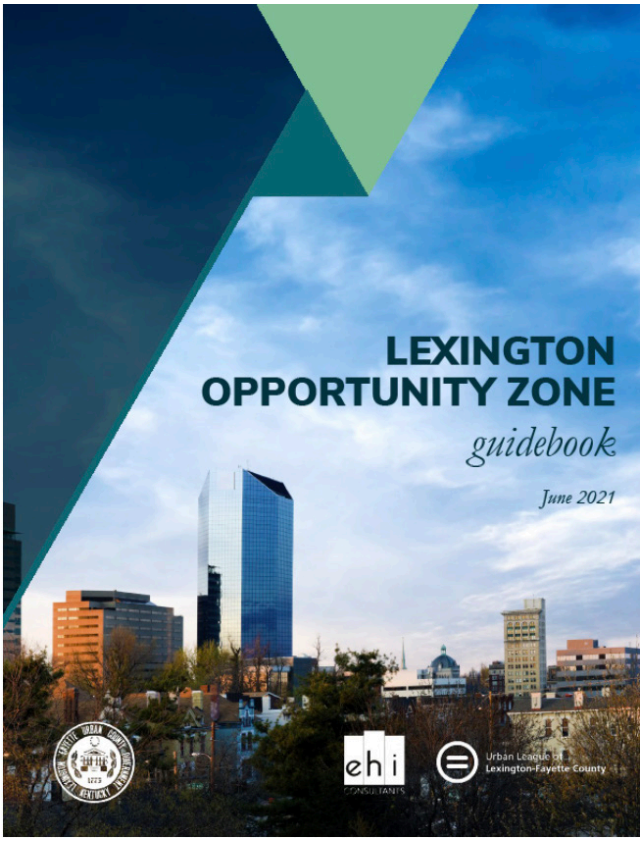
Reference:
Lexington-Fayette Urban County Government

Craig Bencz
859.258.3430

Date of Performance:
2020-2021

Lexington Opportunity Zone

LEXINGTON, KENTUCKY



The role of this project was to support the promotion, coordination, and potential management of the Lexington Opportunity Zone program. This included developing a comprehensive strategy to market the federally designated Opportunity Zone and working closely with local neighborhoods, businesses, and developers to enhance the area's visibility and investment potential. A key focus was placed on encouraging partnerships that support local priorities and community development goals.

Additionally, EHI proposed a structured approach for overseeing Opportunity Zone initiatives on behalf of LFUCG, ensuring alignment with the goals and activities of the Lexington Neighborhoods in Transition Task Force through ongoing collaboration. This included a thorough review of the Task Force's initiatives in accordance with the Scope of Work, Expectations, and Recommendations provided.

EHI's responsibilities also included active participation in economic development activities within the Opportunity Zone, with the objective of generating employment opportunities. This involved engaging residents and businesses within the zone to identify specific development needs. Based on this input, EHI formulated recommendations for LFUCG aimed at leveraging targeted tools and strategies to stimulate investment and support long-term growth in the Opportunity Zone.

Reference:
Office of the Commissioner

Tiffany Masden
859.280.8275

Date of Performance:
2024- Present

LFUCG Affordable Housing Study

LEXINGTON, KENTUCKY

The Lexington-Fayette Urban County Government (LFUCG) established a locally supported Affordable Housing Fund in 2014, allocating $38,500,000 to date. With the onset of the COVID-19 pandemic, significant shifts in the rental market highlighted the need for a thorough reassessment of housing affordability in Lexington. EHI Consultants was selected to conduct this study in response to these evolving housing challenges.

EHI is developing a comprehensive assessment of housing affordability in Lexington, with a focus on both current conditions and future needs. The study will quantify the number of affordable housing units required and examine key factors such as unit type, size, cost, and geographic distribution. In addition, it will explore the relationship between affordable housing and childcare access, recognizing the influence that childcare availability has on workforce participation and local economic stability.

By analyzing the links between housing and childcare, this study will provide practical insights to guide policy development and investment strategies. EHI is committed to delivering a thorough and data-informed analysis that identifies creative and effective solutions to improve both housing affordability and access to childcare across Lexington.

Reference:
Lexington-Fayette Urban County Government
Division of Planning

Jim Duncan,
Planning Director
859.258.3272

Date of Performance:
2014- Present

Outcomes:
APA Kentucky Chapter Conference (2016)
Suburbia (re)Evaluated

Lexington-Fayette Urban County Government Small Area Plans

LEXINGTON, KENTUCKY

EHI led the team responsible for developing small area plans for Lexington's East End, Armstrong Mill West, and Winburn/Russell Cave neighborhoods, in collaboration with the Lexington-Fayette Urban County Government. EHI also contributed to the housing analysis component of the Cardinal Valley Small Area Plan.

These small area plans covered neighborhoods with varying socioeconomic conditions, diverse character, and a mix of housing densities and types. Each plan provided a development framework designed to guide both public infrastructure improvements and private investment to support neighborhood revitalization and enhance overall livability.

The recommendations focused on creating well-connected, walkable communities that align with market demand while also addressing the need for attainable housing, transportation options, and job access. The plans outlined strategies to support vibrant, sustainable neighborhoods that meet the needs of residents and support long-term growth.

Reference:
Lexington-Fayette Urban County Government

Jim Duncan,
859.258.3172

Date of Performance:
2008-2009

Lexington-Fayette Urban County Government Housing Market Study

LEXINGTON, KENTUCKY

EHI was part of the project team that conducted the LFUCG Housing Market Study. The purpose of this study was to identify key trends and findings related to the provision of housing within Lexington-Fayette County. Areas of analysis included the region's housing share, net household migration patterns, income distribution, housing supply and demand, consumer preferences, redevelopment activity, and general housing availability.

As a contributing partner, EHI provided support and guidance across all phases of the study, with a particular focus on researching existing housing providers in Lexington-Fayette County and identifying gaps and opportunities within the local housing landscape. EHI also contributed to the development of strategies aimed at addressing housing needs across a range of income levels.

The findings of the Housing Market Study are intended to support Lexington-Fayette Urban County Government in shaping future housing policy and investment decisions, while also offering valuable insights for local agencies, developers, and businesses engaged in housing-related efforts across the county.

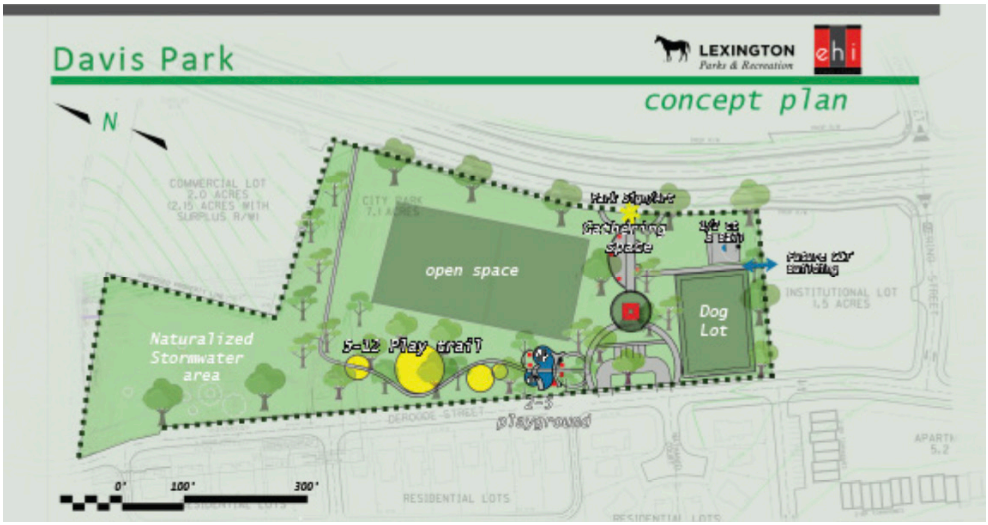
Reference:
Lexington Community Land Trust

Michelle Kosieniak
859.288.2982

Date of Performance:
2019- Present

Davis Park Plan

LEXINGTON, KENTUCKY



Davis Park, formerly known as Davis Bottom, is a component of the broader Newtown Pike Extension Project, which began with the development of the Newtown Pike Extension Corridor Plan and the Southend Park Urban Village Plan. Both plans recognized the influence that development along the Newtown Pike Corridor would have on the Davis Bottom neighborhood.

The purpose of the 5-acre Davis Park is to offer opportunities for informal and passive recreation while serving as a central gathering and activity space for the surrounding community. EHI Consultants led the planning, design, outreach, and engagement process to develop a vision and implementation strategy for the park's development. This included creating preliminary and conceptual design plans that incorporated input from LFUCG Parks & Recreation staff, the Lexington Community Land Trust, and neighborhood residents.

Reference:
Lexington-Fayette Urban County Government
Division of Parks and Recreation

Michelle Kosieniak
859.288.2982

Date of Performance:
2016

Lexington Parks Master Plan

LEXINGTON, KENTUCKY

EHI is currently assisting with the development of a Parks and Recreation Master Plan to support a vibrant and active park system that meets the needs of all residents of Lexington, Kentucky. EHI has been tasked with outlining innovative, detailed, and practical recommendations to optimize current programs, services, and facilities, as well as identify new opportunities for future development.

Future Growth Areas:
EHI is also identifying growth areas within the LFUCG Urban Services Area to help plan for future parks and recreational needs. This includes reviewing school facility plans to assess where future schools are being developed and evaluating any potential impacts on park planning. Additionally, EHI is analyzing LFUCG infrastructure expansion plans that may influence the timing and prioritization of park development in planned growth areas.

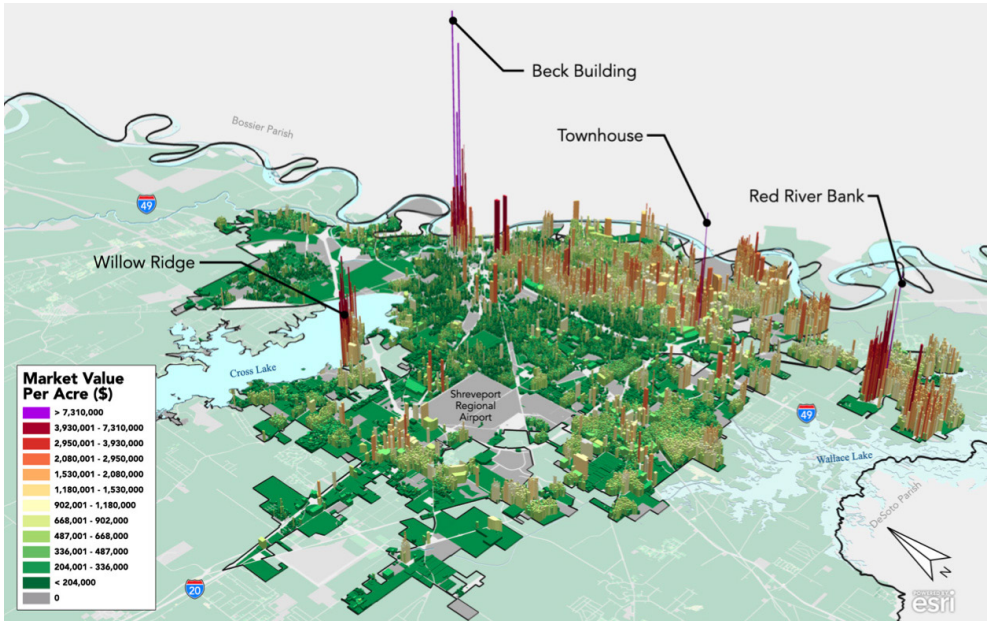
Service Gaps:
EHI is assessing areas within the community that may currently have limited access to recreational services. The team is exploring alternative strategies to expand service offerings in these areas and better address the recreational needs of residents through a combination of new facilities, partnerships, and programmatic solutions.

Reference:
Value Per Acre Analysis

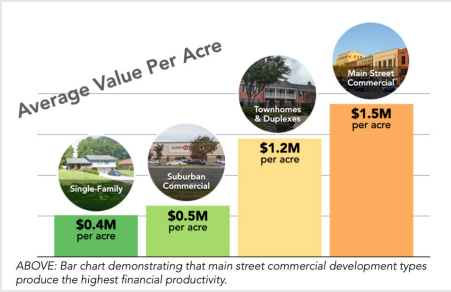
Bonnie Moore,
Director of Community Development
bonniemoore@shreveportla.gov
(318) 673-5945

Value Per Acre Analysis

SHREVEPORT, LA



ABOVE: Value Per Acre (VPA) model of the City of Shreveport.



ABOVE: Bar chart demonstrating that main street commercial development types produce the highest financial productivity.

Situated along the scenic Red River in the Ark- La-Tex region, Shreveport stands as the third most populous city in Louisiana and holds the distinction of being the third largest municipality in Caddo Parish, with a population of 187,593 residents. A comprehensive economic analysis, conducted by Urban3, has cast a spotlight on Shreveport's economic landscape, offering valuable insights into the spatial distribution of land values and their fiscal impacts. The city faced challenges stemming from an abundance of surface parking lots, presenting financial hurdles for post re-pavement and stormwater management.

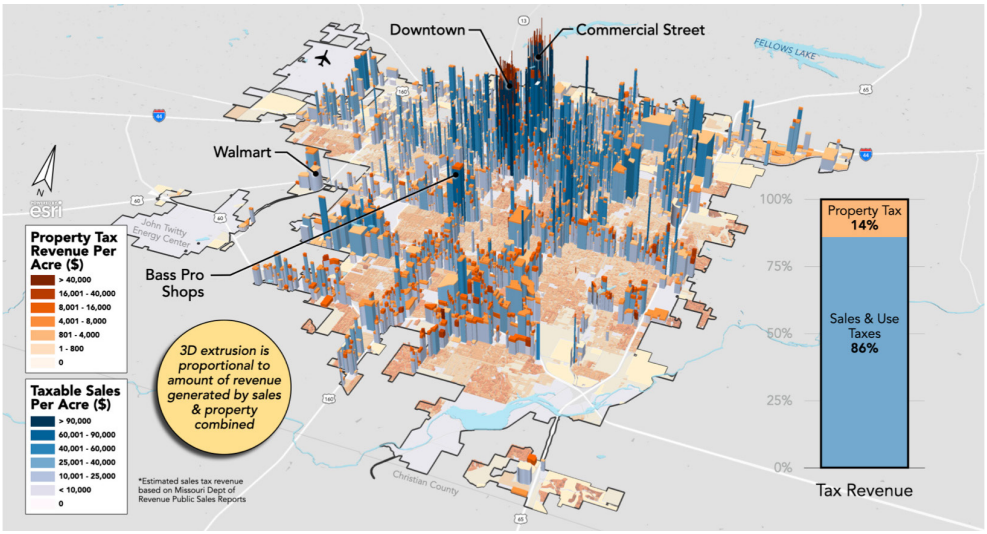
OUTCOME

- Provided insights on strategic decision- making
- Paved the way for sustainable development initiatives
- Fostered the city's long-term economic success

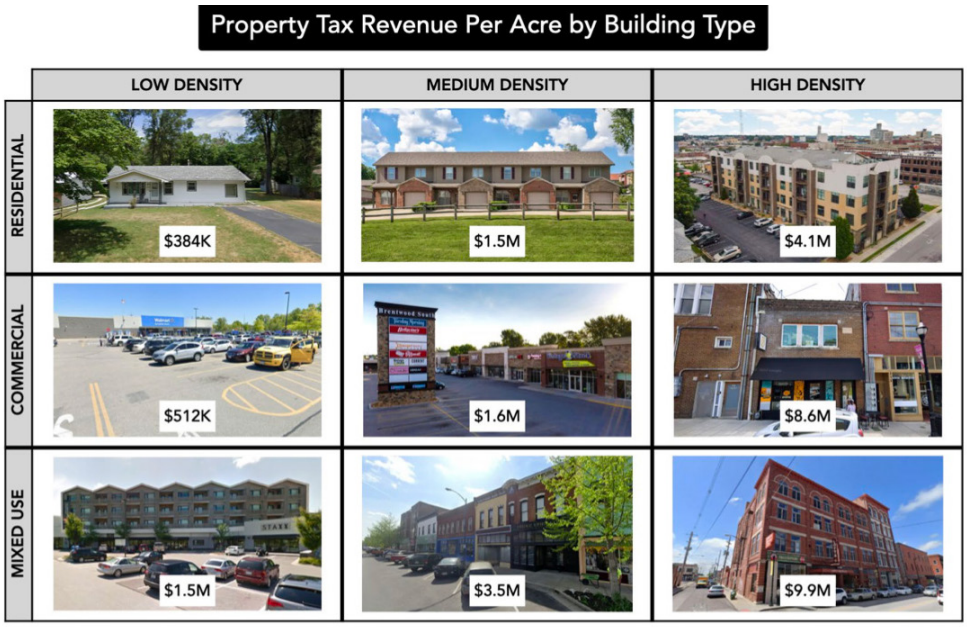
Reference:
Value Per Acre & Return On Investment Analysis

Value Per Acre & Return On Investment Analysis

SPRINGFIELD, MO



ABOVE: The combined sales and property tax revenues from different development patterns



To understand the fiscal health of a community, we must first understand the underlying tax structure to uncover the relationship between land use decisions and public revenue production. Over 40% of Springfield's General Fund revenue comes from sales taxes, and 7% from property taxes. Combined, sales and property taxes make up a total of 51% of Springfield's revenue, nearly $200 million.

Utilizing the "per acre" metric allows mapping revenue production to land uses. A mall or big box store may have a large total tax contribution but takes up a large share of city land resources. A mainstreet style development can produce far more per acre. As your community makes land-use decisions, you are really making these public finance decisions at the same time.

The matrix of pictures summarizes the typical tax revenue productivity of various uses and intensities of development.

Reference:
Value Per Acre Analysis, Earnings Tax Analysis, Incentive Analysis

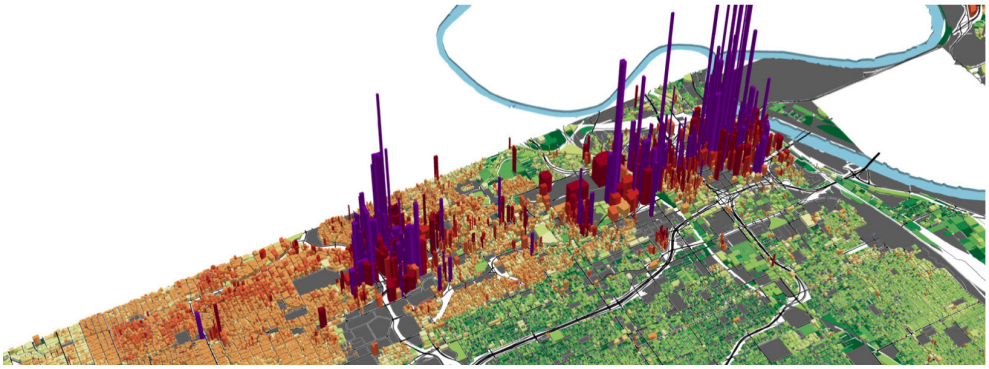
Kristin Smithson
Ewing Marion Kauffman Foundation
Ksmithson@Kauffman.org

Completion Date
November 2019

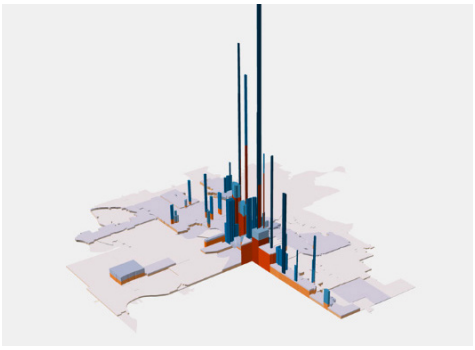
Client
The Ewing Marion Kauffman Foundation

Value Per Acre Analysis, Earnings Tax Analysis, Incentive Analysis

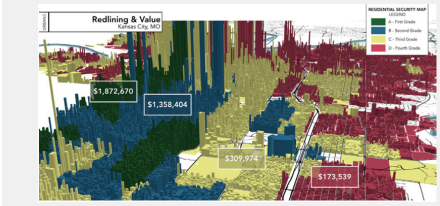
KANSAS CITY, MO



ABOVE: Property Tax Value Per Acre for Greater Downtown Kansas City and Country Clubpatterns



ABOVE: Sales (blue) and property (orange) tax model, Kansas City, MO and Kansas CIty, KS



ABOVE: Model showing Downtown KC in terms of historic redlining status

The economy of Kansas City is too large to be distilled into a report or shown on a spreadsheet. It encompasses thousands of businesses and millions of employees. The city itself is a land corporation worth more than $680 million and covers hundreds of thousands of acres. It's history dates back hundreds of years. For our analysis of Kansas City we analyzed both the current economic realities (Property Value Per Acre, Sales Tax, Earnings Tax) and the historic precedents which impacted the current development patterns and property values (historic streetcar mapping, historic redline analysis).

Insights

Walkability, good design, and historic buildings all increase tax productivity. Strong design is equally as important to sales tax productivity as it is to property value.
Incentive programs can be used strategically or haphazardly. Decisions on utilizing incentives in the future should be based on comprehensive data. Redlining's significant and long-lasting consequences are real even today for the people and properties affected.

SECTION 7:

References

Charlie Lanter
Commissioner
Housing Advocacy & Community Development
859.280.8273
clanter@lexingtonky.gov

Shane Tucker
Project Manager
KYTC Dept. of Highways, District 7
859.246.2355
shane.tucker@ky.gov

Monica Conrad
Director
LFUCG Parks & Recreation
859.288.2965
mconrad@lexingtonky.gov

Andrew Grunwald
Project Manager
LFUCG Division of Engineering
859.258.3410
agrunwal@lfucg.com

Kenton Powell
Franklin City Manager
270.586.4497
kenton.powell@franklinky.org

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Urban3 Project: Dallas, TX
matthew.church@dfwre.net
(214) 637-6660

Meagan Tuttle
Director, Office of City Planning
City of Burlington, VT
Urban3 Project: Burlington, VT Revenue and Equity Analysis
mtuttle@burlingtonvt.gov
802-865-7000

Michael Curtis
Senior Planner
Planning NEXT
Urban3 Project: Knox County Comp Plan
michael@planning-next.com
(614) 586-1500 ext. 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.

AMERICAN RESCUE PLAN ACT

AMENDMENT 1 —
CERTIFICATION OF COMPLIANCE FOR EXPENDITURES USING FEDERAL FUNDS, INCLUDING THE AMERICAN RESCUE PLAN ACT

The Lexington-Fayette Urban County Government (“LFUCG”) may use Federal funding to pay for the goods and/or services that are the subject matter of this bid. That Federal funding may include funds received by LFUCG under the American Rescue Plan Act of 2021. Expenditures using Federal funds require evidence of the contractor’s compliance with Federal law. Therefore, by the signature below of an authorized company representative, you certify that the information below is understood, agreed, and correct. Any misrepresentations may result in the termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims.

The bidder (hereafter “bidder,” or “contractor”) agrees and understands that in addition to all conditions stated within the attached bid documents, the following conditions will also apply to any Agreement entered between bidder and LFUCG, if LFUCG uses Federal funds, including but not limited to funding received by LFUCG under the American Rescue Plan Act (“ARPA”), toward payment of goods and/or services referenced in this bid. The bidder also agrees and understands that if there is a conflict between the terms included elsewhere in this Request for Proposal and the terms of this Amendment 1, then the terms of Amendment 1 shall control. The bidder further certifies that it can and will comply with these conditions, if this bid is accepted and an Agreement is executed:
1. Any Agreement executed as a result of acceptance of this bid may be governed in accordance with 2 CFR Part 200 and all other applicable Federal law and regulations and guidance issued by the U.S. Department of the Treasury.

2. Pursuant to 24 CFR § 85.43, any Agreement executed as a result of acceptance of this bid can be terminated if the contractor fails to comply with any term of the award. This Agreement may be terminated for convenience in accordance with 24 CFR § 85.44 upon written notice by LFUCG. Either party may terminate this Agreement with thirty (30) days written notice to the other party, in which case the Agreement shall terminate on the thirtieth day. In the event of termination, the contractor shall be entitled to that portion of total compensation due under this Agreement as the services rendered bears to the services required. However, if LFUCG suspects a breach of the terms of the Agreement and/or that the contractor is violating the terms of any applicable law governing the use of Federal funds, LFUCG may suspend the contractor's ability to receive payment by giving thirty (30) days' advance written notice. Further, either party may terminate this Agreement for cause shown with thirty (30) days written notice, which shall explain the party's cause for the termination. If the parties do not reach a settlement before the end of the 30 days, then the Agreement shall terminate on the thirtieth day. In the event of a breach, LFUCG reserves the right to pursue any and all applicable legal, equitable, and/or administrative remedies against the contractor.

3. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

(1) Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part, and the contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.
Provided, however, that in the event a contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.
4. If fulfillment of the contract requires the contractor to employ mechanic’s or laborers, the contractor further agrees that it can and will comply with the following:
(1) Overtime requirements: No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such a workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such a workweek.
(2) Violation: liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
(3) Withholding for unpaid wages and liquidated damages. LFUCG shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or

cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.
5. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

6. The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.

7. The contractor shall include these requirements in numerical paragraphs 5 and 6 in each subcontract exceeding $100,000 financed in whole or in part with Federal funding.

8. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.

9. The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.

10. The contractor shall include these requirements in numerical paragraphs 8 and 9 in each subcontract exceeding $100,000 financed in whole or in part with Federal funds.

11. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.

12. The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency regional office.

13. The contractor shall include these requirements in numerical paragraphs 11 and 12 in each subcontract exceeding $100,000 financed in whole or in part with American Rescue Plan Act funds.

14. The contractor shall include this language in any subcontract it executes to fulfill the terms of this bid: “the sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise

discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with 'Limited English Proficiency' in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement."

15. Contractors who apply or bid for an award of $100,000 or more shall file the required certification that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier, up to the recipient. The required certification is included here:

a. The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

b. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

16. The contractor acknowledges and certifies that it has not been debarred or suspended and further acknowledges and agrees that it must comply with regulations regarding debarred or suspended entities in accordance with 24 CFR § 570.489(l). Funds may not be provided to excluded or disqualified persons.

17. The contractor agrees and certifies that to the greatest extent practicable, it will prefer the purchase, acquisition, and use of all applicable goods, products or materials produced in the United States, in conformity with 2 CFR 200.322 and/or section 70914 of Public Law No. 117-58, §§ 70901-52, also known as the Infrastructure Investment and Jobs Act, whichever is applicable.

18. The contractor agrees and certifies that all activities performed pursuant to any Agreement entered as a result of the contractor's bid, and all goods and services procured under that Agreement, shall comply with 2 C.F.R. § 200.216 (Prohibition on certain telecommunications and video surveillance services and equipment) and 2 C.F.R. 200 § 200..323 (Procurement of recovered materials), to the extent either section is applicable.

19. If this bid involves construction work for a project totaling $10 million or more, then the contractor further agrees that all laborers and mechanics, etc., employed in the construction of the public facility project assisted with funds provided under this Agreement, whether employed by contractor, or contractor's contractors, or subcontractors, shall be paid wages complying with the Davis-Bacon Act (40 U.S.C. 3141-3144). Contractor agrees that all of contractor's contractors and subcontractors will pay laborers and mechanics the prevailing wage as determined by the Secretary of Labor and that said laborers and mechanics will be paid not less than once a week. The contractor agrees to comply with the Copeland Anti- Kick Back Act (18 U.S.C. § 874) and its implementing regulations of the U.S. Department of Labor at 29 CFR part 3 and part 5. The contractor further agrees to comply with the applicable provisions of the Contract Work Hours and Safety Standards Act (40 U.S.C. Section 327-333), and the applicable provisions of the Fair Labor Standards Act of 1938, as amended (29 U.S.C. et seq.). Contractor further agrees that it will report all suspected or reported violations of any of the laws identified in this paragraph to LFUCG.

Signature

12/19/2024

Date

AFFIDAVIT

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

1. His/her name is Ed Holmes and he/she is the individual submitting the proposal or is the authorized representative of EHI Consultants, 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.

E H

STATE OF KENTUCKY

COUNTY OF FAYETTE

The foregoing instrument was subscribed, sworn to and acknowledged before me by EDWARD HOLMES on this the 12TH day of DECEMBER, 2024.

My Commission expires: JULY 22, 2026

NOTARY PUBLIC. STATE AT LARGE

JULIE WILSON
Notary Public
Commonwealth of Kentucky
Commission Number KYNP55752
My Commission Expires Jul 22, 2026

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

EHI Consultants

Name of Business

WORKFORCE ANALYSIS FORM

Name of Organization: EHI Consultants

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											
Professionals						4											
Superintendents																	
Supervisors																	
Foremen																	
Technicians																	
Protective Service																	
Para-Professionals																	
Office/Clerical																	
Skilled Craft																	
Service/Maintenance																	
Total:																	

Prepared by: Ed Holmes President **Date:** 12 / 19 / 2024

(Name and Title)

Revised 2015-Dec-15

Firm Submitting Proposal: EHI Consultants

Complete Address: 333. W Vine street, Suite 300 Lexington 40507

Street City Zip

Contact Name: Ed Holmes Title: President

Telephone Number: 859-425-4881 Fax Number: _____

Email address: Holmes@ehiconsultants.com

LEXINGTON

LFUCG MWDBE PARTICIPATION FORM
Bid/RFP/Quote Reference # 58-2024

The MWDBE and/or veteran subcontractors listed have agreed to participate on this Bid/RFP/Quote. If any substitution is made or the total value of the work is changed prior to or after the job is in progress, it is understood that those substitutions must be submitted to 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.

EHI Consultants
Company

Ed Holmes
Company Representative

12/19/2024

President

Date **Title**

LEXINGTON

LFUCG MWDBE SUBSTITUTION FORM
Bid/RFP/Quote Reference # 58-2024

The substituted MWDBE and/or veteran subcontractors listed below have agreed to participate on this Bid/RFP/Quote. These substitutions were made prior to or after the job was in progress. These substitutions were made for reasons stated below and are now being submitted to 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.

EHI Consultants
Company

Ed Holmes
Company Representative

12/19/2024
Date

President
Title

ATTACHMENT A – SMALL AND DISADVANTAGED, MINORITY-, WOMEN-, AND VETERAN-OWNED BUSINESS OUTREACH PLAN

Proposer Name:	EHI Consultants	**Date:**	12/19/2024
Project Name:	Comprehensive Equity Assessment	**Project Number:**	58-2024
Contact Name:	Ed Holmes	**Telephone:**	859-425-4881
Email:	Holmes@ehiconsultants.com		

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

To that end, small and disadvantaged businesses, including minority-, woman-, veteran-, and service-disabled veteran-owned businesses, must have an equal opportunity to be utilized in the performance of contracts with public funds spent from certain discretionary agreements. By submitting its offer, Bidder/Proposer certifies that it has taken, and if there are further opportunities will take, reasonable steps to ensure that small and disadvantaged businesses, including minority-, woman-, veteran-, and service-disabled veteran-owned businesses, are provided an equal opportunity to compete for and participate in the performance of any subcontracts resulting from this procurement.

The information submitted in response to this clause will not be considered in any scored evaluation. Failure to submit this form may cause the bid or proposal to be rejected.

Is the Bidder/ Proposer a certified firm? 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.

EHI Consultants	Ed Holmes
Company	**Company Representative**
12/19/2024	President
Date	**Title**

4870-1925-6809, v. 1

GENERAL PROVISIONS

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

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

2. Failure to submit ALL forms and information required in this RFP may be grounds for disqualification.

3. Addenda: All addenda and IonWave Q&A, if any, shall be considered in making the proposal, and such addenda shall be made a part of this RFP. Before submitting a proposal, it is incumbent upon each proposer to be informed as to whether any addenda have been issued, and the failure to cover in the bid any such addenda may result in disqualification of that proposal.

4. Proposal Reservations: LFUCG reserves the right to reject any or all proposals, to award in whole or part, and to waive minor immaterial defects in proposals. LFUCG may consider any alternative proposal that meets its basic needs.

5. Liability: LFUCG is not responsible for any cost incurred by a Respondent in the preparation of proposals.

6. Changes/Alterations: Respondent may change or withdraw a proposal at any time prior to the opening; however, no oral modifications will be allowed. Only letters, or other formal written requests for modifications or corrections of a previously submitted proposal which is addressed in the same manner as the proposal, and received by LFUCG prior to the scheduled closing time for receipt of proposals, will be accepted. The proposal, when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope which is plainly marked “modifications of proposal”.

7. Clarification of Submittal: LFUCG reserves the right to obtain clarification of any point in a bid or to obtain additional information from a Respondent.

8. Bribery Clause: By his/her signature on the bid, Respondent certifies that no employee of his/hers, any affiliate or Subcontractor, has bribed or attempted to bribe an officer or employee of the LFUCG.

9. Additional Information: While not necessary, the Respondent may include any product brochures, software documentation, sample reports, or other documentation that may assist LFUCG in better understanding and evaluating the Respondent's response. Additional documentation shall not serve as a substitute for other documentation which is required by this RFP to be submitted with the proposal,

10. Ambiguity, Conflict or other Errors in RFP: If a Respondent discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, it shall immediately notify LFUCG of such error in writing and request modification or clarification of the document if allowable by the LFUCG.

11. Agreement to Bid Terms: In submitting this proposal, the Respondent agrees that it has carefully examined the specifications and all provisions relating to the work to be done attached hereto and made part of this proposal. By acceptance of a Contract under this RFP, proposer states that it understands the meaning, intent and requirements of the RFP and agrees to the same. The successful Respondent shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to Respondent shall be authorized for services or expenses reasonably covered under these provisions that the proposer omits from its Proposal.

12. Cancellation: If the services to be performed hereunder by the Respondent are not performed in an acceptable manner to the LFUCG, the LFUCG may cancel this contract for cause by providing written notice to the proposer, giving at least thirty (30) days notice of the proposed cancellation and the reasons for same. During that time period, the proposer may seek to bring the performance of services hereunder to a level that is acceptable to the LFUCG, and the LFUCG may rescind the cancellation if such action is in its best interest.

A. Termination for Cause

(1) LFUCG may terminate a contract because of the contractor's failure to perform its contractual duties

(2) If a contractor is determined to be in default, LFUCG shall notify the contractor of the determination in writing, and may include a specified date by which the contractor shall cure the identified deficiencies. LFUCG may proceed with termination if the contractor fails to cure the deficiencies within the specified time.

(3) A default in performance by a contractor for which a contract may be terminated shall include, but shall not necessarily be limited to:
   (a) Failure to perform the contract according to its terms, conditions and specifications;
   (b) Failure to make delivery within the time specified or according

to a delivery schedule fixed by the contract;

(c) Late payment or nonpayment of bills for labor, materials, supplies, or equipment furnished in connection with a contract for construction services as evidenced by mechanics' liens filed pursuant to the provisions of KRS Chapter 376, or letters of indebtedness received from creditors by the purchasing agency;

(d) Failure to diligently advance the work under a contract for construction services;

(e) The filing of a bankruptcy petition by or against the contractor; or

(f) Actions that endanger the health, safely or welfare of the LFUCG or its citizens.

B. At Will Termination

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

13. Assignment of Contract: The contractor shall not assign or subcontract any portion of the Contract without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of LFUCG.

14. No Waiver: No failure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by LFUCG in exercising any right, remedy, power or privilege under or in respect of this Contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.

15. Authority to do Business: The Respondent must be a duly organized and authorized to do business under the laws of Kentucky. Respondent must be in good standing and have full legal capacity to provide the services specified under this Contract. The Respondent must have all necessary right and lawful authority to enter into this Contract for the full term hereof and that proper corporate or other action has been duly taken authorizing the Respondent to enter into this Contract. The Respondent will provide LFUCG with a copy of a corporate resolution authorizing this action and a letter from an attorney confirming that the proposer is authorized to do business in the State of Kentucky if requested. All proposals must

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

16. Governing Law: This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this Contract, the Parties agree that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Contract or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.

17. Ability to Meet Obligations: Respondent affirmatively states that there are no actions, suits or proceedings of any kind pending against Respondent or, to the knowledge of the Respondent, threatened against the Respondent before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of Respondent to perform its obligations under this Contract, or which question the legality, validity or enforceability hereof or thereof.

18. Contractor understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Contractor is an independent contractor at all times during the performance of the services specified.

19. If any term or provision of this Contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.

20. Contractor [or Vendor or Vendor's Employees] will not appropriate or make use of the Lexington-Fayette Urban County Government (LFUCG) name or any of its trade or service marks or property (including but not limited to any logo or seal), in any promotion, endorsement, advertisement, testimonial or similar use without the prior written consent of the government. If such consent is granted LFUCG reserves the unilateral right, in its sole discretion, to immediately terminate and revoke such use for any reason whatsoever. Contractor agrees that it shall cease and desist from any unauthorized use immediately upon being notified by LFUCG.

Signature

12/19/2024

Date

Lexington-Fayette
Urban County Government

Request for Proposals

The Lexington-Fayette Urban County Government hereby requests proposals for **RFP #58-2024** to be provided in accordance with terms, conditions and specifications established herein.

Request for Proposals (RFP) for Comprehensive Opportunity Assessment of Lexington-Fayette County

Introduction
The Lexington-Fayette Urban County Government (LFUCG) seeks proposals from qualified consultants to conduct a comprehensive opportunity assessment of Lexington-Fayette County. This assessment aims to identify and analyze gaps and historically disadvantaged groups by zip code across a variety of indicators, including parks, open spaces, public facilities, housing availability, income, education, health, safety, arts, entertainment, tourism, transportation, infrastructure investment, civic engagement, food access, and access to financial institutions. The findings from this study will help guide LFUCG in implementing policies and programs to address systemic inequalities and promote inclusive development.

Project Scope
The selected consultant will perform an opportunity assessment of the following key indicators by zip code, using both quantitative and qualitative methods to assess opportunity gaps and historic data. Each indicator is to be examined using census approved variables.

1. Parks and Open Spaces
- **Description:** Assess the availability, quality, and accessibility of parks, green spaces, and recreational facilities by zip code.
- **Indicators:** Acreage per capita, distribution of facilities, quality of amenities, proximity to marginalized communities, and historic investment levels.

2. Public Facilities

- **Description:** Evaluate the distribution, condition, and accessibility of public libraries, community centers, and government buildings.
- **Indicators:** Geographic distribution, physical condition, level of service provided, and accessibility for people with disabilities.

3. Housing Availability

- **Description:** Analyze housing availability, affordability, and stability, focusing on gaps in access to affordable housing.
- **Indicators:** Median home prices, rental rates, housing stock by type, availability of affordable units, eviction rates, and historic redlining or exclusionary zoning practices.

4. Income

- **Description:** Measure income gaps across zip codes and their correlation with other social and economic factors.
- **Indicators:** Median household income, poverty rates, income inequality, and employment trends.

5. Education

- **Description:** Assess gaps in educational attainment and resource distribution across schools.
- **Indicators:** High school graduation rates, standardized test scores, student-teacher ratios, school funding levels, and access to advanced educational programs.

6. Health

- **Description:** Examine health outcomes and access to healthcare services by zip code.
- **Indicators:** Life expectancy, rates of chronic illnesses, mental health access, availability of healthcare facilities, and health insurance coverage.

7. Safety

- **Description:** Analyze crime rates and public safety services, including policing, fire, and emergency response times.
- **Indicators:** Crime rates by type, police presence, emergency response times, and community perceptions of safety.

8. Arts, Entertainment, and Tourism

- **Description:** Study the availability of cultural, arts, and entertainment venues and tourism opportunities across the county.
- **Indicators:** Number of venues, geographic distribution, cultural programming, funding for the arts, and tourism investment levels.

9. Transportation

- **Description:** Assess the transportation infrastructure and its ability to meet the needs of diverse communities.
- **Indicators:** Public transit availability, commute times, walkability, bike lanes, and transportation-related infrastructure investment by zip code.

10. Infrastructure Investment and Areas of Need

- **Description:** Evaluate the distribution of public infrastructure investment and identify areas in need of significant improvement.
- **Indicators:** Road quality, broadband access, water and sewage services, and stormwater management systems.

11. Civic Engagement

- **Description:** Measure levels of civic engagement, including voter participation and representation in local governance.
- **Indicators:** Voter turnout, participation in community meetings, local board representation, and civic organization membership by demographic.

12. Food Access

- **Description:** Analyze gaps in access to fresh and healthy food options.
- **Indicators:** Proximity to grocery stores, prevalence of food deserts, availability of farmers' markets, and access to SNAP benefits.

13. Access to Financial Institutions

- **Description:** Study access to banking, credit, and financial services across communities.
- **Indicators:** Number of banks and credit unions, proximity to financial institutions, access to financial literacy programs, and presence of payday loan services or check-cashing businesses.

Deliverables

1. **Comprehensive Report:** A detailed report outlining findings for each of the indicators studied, with an analysis of opportunity gaps using historic data by zip code.
2. **GIS Mapping:** Visual representation of opportunity gaps using GIS mapping technology to show inequities across the indicators.
3. **Community Engagement:** A plan to gather feedback from affected communities through public meetings, focus groups, and surveys.
4. **Recommendations:** Data-driven recommendations for policy changes, resource allocation, and targeted programs to address identified opportunity gap.
5. **Presentation to LFUCG:** A presentation to government officials and stakeholders summarizing key findings and proposed action steps.

Submission Requirements
Proposals should include the following components:

- **Experience and Qualifications:** Detail experience conducting similar assessments, especially with a focus on identifying gaps in services, assets, access and policy.
- **Approach and Methodology:** Describe the approach to collecting and analyzing data for each indicator and how community engagement will be incorporated.
- **Timeline:** Provide a project timeline with key milestones.
- **Budget:** Include a detailed budget with estimated costs for each phase of the project.

Proposal Submission Deadline
Proposals must be submitted by [Insert Deadline Date] to [Insert Contact Information]. Late submissions will not be considered.
Evaluation Criteria
Proposals will be evaluated based on the following criteria:

- Demonstrated expertise in conducting assessments and public policy analysis.
- Comprehensive methodology and approach.
- Experience working with local governments and communities.
- Feasibility and clarity of the project timeline.
- Cost-effectiveness and budget justification.

Contact Information

For further information, please contact:
Ciara Coleman
Lexington-Fayette Urban County Government
ccoleman@lexingtonky.gov
859-258-3130

Sealed proposals will be received through Ion Wave until **2:00 PM**, prevailing local time, on
November 30, 2024. All forms and information requested in RFP must be included and attached in Response Attachments tab in Ion Wave.

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

Proposals, once submitted, may not be withdrawn for a period of one hundred twenty (120) calendar days.

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

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

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

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

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

Laws and Regulations

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

Equal Employment Opportunity

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

Kentucky Equal Employment Opportunity Act

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

> "During the performance of this contract, the contractor agrees as follows:
>
> > (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, or national origin;

(2) The contractor will state in all solicitations or advertisements for employees placed by or on behalf of the contractors that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, or national origin;

(3) The contractor will post notices in conspicuous places, available to employees and applicants for employment, setting forth the provision of the nondiscrimination clauses required by this section; and

(4) The contractor will send a notice to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding advising the labor union or workers' representative of the contractor's commitments under the nondiscrimination clauses."

The Act further provides:

"KRS 45.610. Hiring minorities -- Information required

(1) For the length of the contract, each contractor shall hire minorities from other sources within the drawing area, should the union with which he has collective bargaining agreements be unwilling to supply sufficient minorities to satisfy the agreed upon goals and timetables.

(2) Each contractor shall, for the length of the contract, furnish such information as required by KRS 45.560 to KRS 45.640 and by such rules, regulations and orders issued pursuant thereto and will permit access to all books and records pertaining to his employment practices and work sites by the contracting agency and the department for purposes of investigation to ascertain compliance with KRS 45.560 to 45.640 and such rules, regulations and orders issued pursuant thereto.

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

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

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

agency until such time as the contractor complies in full with the requirements of KRS 45.560 to 45.640.

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

KRS 45.630 Termination of existing employee not required, when

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

KRS 45.640 Minimum skills

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

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

LFUCG Non-Appropriation Clause

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

In the event that public funds are unavailable and not appropriated for the performance of the LFUCG's obligations under this contract, then this contract shall automatically expire without penalty to the LFUCG thirty (30) days after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the LFUCG shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this contract, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations.

In the event of a change in the LFUCG's statutory authority, mandate and mandated functions, by state and federal legislative or regulatory action, which adversely affects the LFUCG's authority to continue its obligations under this contract, then this contract

shall automatically terminate without penalty to the LFUCG upon written notice to Contractor of such limitation or change in the LFUCG's legal authority.

Contention Process

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

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

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

AMERICAN RESCUE PLAN ACT

AMENDMENT 1 —
CERTIFICATION OF COMPLIANCE FOR EXPENDITURES USING FEDERAL FUNDS, INCLUDING THE AMERICAN RESCUE PLAN ACT

The Lexington-Fayette Urban County Government ("LFUCG") may use Federal funding to pay for the goods and/or services that are the subject matter of this bid. That Federal funding may include funds received by LFUCG under the American Rescue Plan Act of 2021. Expenditures using Federal funds require evidence of the contractor's compliance with Federal law. Therefore, by the signature below of an authorized company representative, you certify that the information below is understood, agreed, and correct. Any misrepresentations may result in the termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims.

The bidder (hereafter "bidder," or "contractor") agrees and understands that in addition to all conditions stated within the attached bid documents, the following conditions will also apply to any Agreement entered between bidder and LFUCG, if LFUCG uses Federal funds, including but not limited to funding received by LFUCG under the American Rescue Plan Act ("ARPA"), toward payment of goods and/or services referenced in this bid. The bidder also agrees and understands that if there is a conflict between the terms included elsewhere in this Request for Proposal and the terms of this Amendment 1, then the terms of Amendment 1 shall control. The bidder further certifies that it can and will comply with these conditions, if this bid is accepted and an Agreement is executed:

1. Any Agreement executed as a result of acceptance of this bid may be governed in accordance with 2 CFR Part 200 and all other applicable Federal law and regulations and guidance issued by the U.S. Department of the Treasury.

2. Pursuant to 24 CFR ∫ 85.43, any Agreement executed as a result of acceptance of this bid can be terminated if the contractor fails to comply with any term of the award. This Agreement may be terminated for convenience in accordance with 24 CFR ∫ 85.44 upon written notice by LFUCG. Either party may terminate this Agreement with thirty (30) days written notice to the other party, in which case the Agreement shall terminate on the thirtieth day. In the event of termination, the contractor shall

be entitled to that portion of total compensation due under this Agreement as the services rendered bears to the services required. However, if LFUCG suspects a breach of the terms of the Agreement and/or that the contractor is violating the terms of any applicable law governing the use of Federal funds, LFUCG may suspend the contractor's ability to receive payment by giving thirty (30) days' advance written notice. Further, either party may terminate this Agreement for cause shown with thirty (30) days written notice, which shall explain the party's cause for the termination. If the parties do not reach a settlement before the end of the 30 days, then the Agreement shall terminate on the thirtieth day. In the event of a breach, LFUCG reserves the right to pursue any and all applicable legal, equitable, and/or administrative remedies against the contractor.

3. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

(1) Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part, and the contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

Provided, however, that in the event a contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

4. If fulfillment of the contract requires the contractor to employ mechanic's or laborers, the contractor further agrees that it can and will comply with the following:

(1) *Overtime requirements: No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such a workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such a workweek.*

(2) *Violation: liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.*

(3) *Withholding for unpaid wages and liquidated damages. LFUCG shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or*

subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) *Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.*

5. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

6. The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.

7. The contractor shall include these requirements in numerical paragraphs 5 and 6 in each subcontract exceeding $100,000 financed in whole or in part with Federal funding.

8. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.

9. The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.

10. The contractor shall include these requirements in numerical paragraphs 8 and 9 in each subcontract exceeding $100,000 financed in whole or in part with Federal funds.

11. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.

12. The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency regional office.

13. The contractor shall include these requirements in numerical paragraphs 11 and 12 in each subcontract exceeding $100,000 financed in whole or in part with American Rescue Plan Act funds.

14. The contractor shall include this language in any subcontract it executes to fulfill the terms of this bid: “the sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury’s Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with ‘Limited English Proficiency’ in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury’s Title VI

regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement."

15. Contractors who apply or bid for an award of $100,000 or more shall file the required certification that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier, up to the recipient. The required certification is included here:

a. The undersigned certifies, to the best of his or her knowledge and belief, that:
    (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
    (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
    (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
b. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

16. The contractor acknowledges and certifies that it has not been debarred or suspended and further acknowledges and agrees that it must comply with regulations regarding debarred or suspended entities in accordance with 24 CFR § 570.489(l). Funds may not be provided to excluded or disqualified persons.

17. The contractor agrees and certifies that to the greatest extent practicable, it will prefer the purchase, acquisition, and use of all applicable goods, products or materials produced in the United States, in conformity with 2 CFR 200.322 and/or section 70914 of Public Law No. 117-

58, §§ 70901-52, also known as the Infrastructure Investment and Jobs Act, whichever is applicable.

18. The contractor agrees and certifies that all activities performed pursuant to any Agreement entered as a result of the contractor's bid, and all goods and services procured under that Agreement, shall comply with 2 C.F.R. § 200.216 (Prohibition on certain telecommunications and video surveillance services and equipment) and 2 C.F.R. 200 § 200..323 (Procurement of recovered materials), to the extent either section is applicable.

19. If this bid involves construction work for a project totaling $10 million or more, then the contractor further agrees that all laborers and mechanics, etc., employed in the construction of the public facility project assisted with funds provided under this Agreement, whether employed by contractor, or contractor's contractors, or subcontractors, shall be paid wages complying with the Davis-Bacon Act (40 U.S.C. 3141-3144). Contractor agrees that all of contractor's contractors and subcontractors will pay laborers and mechanics the prevailing wage as determined by the Secretary of Labor and that said laborers and mechanics will be paid not less than once a week. The contractor agrees to comply with the Copeland Anti- Kick Back Act (18 U.S.C. § 874) and its implementing regulations of the U.S. Department of Labor at 29 CFR part 3 and part 5. The contractor further agrees to comply with the applicable provisions of the Contract Work Hours and Safety Standards Act (40 U.S.C. Section 327-333), and the applicable provisions of the Fair Labor Standards Act of 1938, as amended (29 U.S.C. et seq.). Contractor further agrees that it will report all suspected or reported violations of any of the laws identified in this paragraph to LFUCG.

_____ _____

Signature Date

SELECTION CRITERIA:

1. Professional qualifications and experience of the team with architectural and engineering services throughout the design and construction phases. 25%
2. Time to complete project. 25%
3. Past record and performance on contracts with the Urban County government or other governmental agencies and private industry with respect to such factors as quality of work and ability to meet schedule. 20%
4. Degree of local employment provided by person or firm. 10%
5. Estimated cost of services 20%

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.

The LFUCG reserves the right to request clarification of any proposal from prospective vendors, or to interview any vendor to further discuss their submitted proposal. The LFUCG further reserves the right to select more than one vendor as a preliminary finalist that will be required to make an oral presentation to the LFUCG. The LFUCG reserves the right to amend its final scoring of the proposals based upon information provided during such a presentation as long as the proposal does not materially differ from the written proposal submitted by the vendor.

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

Affirmative Action Plan

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

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

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

Director, Division of 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 Procurement, (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 Procurement to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.

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

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

Continued on next page

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

Further, Affiant sayeth naught.

_____

STATE OF _____

COUNTY OF _____

The foregoing instrument was subscribed, sworn to and acknowledged before me by _____ on this the _____ day of _____, 20__.

My Commission expires: _____

_____
NOTARY PUBLIC, STATE AT LARGE

EQUAL OPPORTUNITY AGREEMENT

Standard Title VI Assurance

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

The Law

- Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.

- Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment discrimination by contractor and sub-contractor doing business with the Federal Government or recipients of Federal funds. This order was later amended by Executive Order No. 11375 to prohibit discrimination on the basis of sex.

- Section 503 of the Rehabilitation Act of 1973 states:

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

- Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal contracts.

- Section 206(A) of Executive Order 12086, Consolidation of Contract Compliance Functions for Equal Employment Opportunity, states:

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

****

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

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

Bidders

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

_____ _____

Signature *Name of Business*

WORKFORCE ANALYSIS FORM

Name of Organization: _____

Categories	**Total**	White (Not Hispanic or Latino)		Hispanic or Latino		Black or African-American (Not Hispanic or Latino		Native Hawaiian and Other Pacific Islander (Not Hispanic or		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																	
Supervisors																	
Foremen																	
Technicians																	
Protective																	
Para-																	
Office/Clerical																	
Skilled Craft																	
Service/Mainten																	
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 MWDBE and VETERAN OWNED SMALL BUSINESS 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 #_____

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 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.**

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.

ATTACHMENT A – SMALL AND DISADVANTAGED, MINORITY-, WOMEN-, AND VETERAN-OWNED BUSINESS OUTREACH PLAN

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

RISK MANAGEMENT PROVISIONS

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
Worker's Compensation	Statutory
Employer's Liability	$100,000
Professional Liability	$1 million per occurrence

The policies above shall contain the following conditions:

a. All Certificates of Insurance forms used by the insurance carrier shall be properly filed and approved by the Department of Insurance for the Commonwealth of Kentucky (DOI). LFUCG shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy using the Kentucky DOI approved forms.

b. The General Liability Policy shall be primary to any insurance or self-insurance retained by LFUCG.

c. The General Liability Policy shall include Premises and Operations coverage unless it is deemed not to apply by LFUCG.

d. The General Liability Policy shall include Employment Practices Liability coverage or an endorsement in a minimum amount of $1 million unless it is deemed not to apply by LFUCG.

e. The Policy shall include Umbrella/Excess Liability coverage in the amount of $1 million per occurrence, $1 million aggregate, unless it is deemed not to apply by LFUCG.

f. LFUCG shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.

g. Said coverage shall be written by insurers acceptable to LFUCG and shall be in a form acceptable to LFUCG. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

Renewals

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

Deductibles and Self-Insured Programs

IF YOU INTEND TO SUBMIT A SELF-INSURANCE PLAN IT MUST BE FORWARDED TO LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, DIVISION OF RISK MANAGEMENT, 200 EAST MAIN STREET, LEXINGTON, KENTUCKY 40507 NO LATER THAN A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO THE RESPONSE DATE.
Self-insurance programs, deductibles, and self-insured retentions in insurance policies are subject to separate approval by Lexington-Fayette Urban County Government's Division of Risk Management, upon review of evidence of BIDDER/CONTRACTOR's financial capacity to respond to claims. Any such programs or retentions must provide LFUCG with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance coverage

Safety and Loss Control

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

Verification of Coverage

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

Right to Review, Audit and Inspect

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

DEFAULT

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

00548704

RESOLUTION NO. _____ - 2025

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A PURCHASE OF SERVICE AGREEMENT WITH EHI CONSULTANTS FOR THE PURPOSE OF PERFORMING THE COMPREHENSIVE OPPORTUNITY ASSESSMENT FOR A PERIOD OF NINE (9) MONTHS, AT A COST NOT TO EXCEED $145,000.00.

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

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute the Purchase of Services Agreement, which is attached hereto and incorporated herein by reference, with EHI Consultants for the purpose of performing the Comprehensive Opportunity Assessment for a period of nine (9) months.

Section 2 - That an amount, not to exceed the sum of $145,000.00, be and hereby is approved for payment to EHI Consultants from account 1101-133009-71299, pursuant to the terms of the Agreement.

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

PASSED URBAN COUNTY COUNCIL:

_____
MAYOR

ATTEST:

_____
CLERK OF URBAN COUNTY COUNCIL
0498-25:GET:4900-1568-3653, v. 1

RESOLUTION NO. 243 - 2025

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A PURCHASE OF SERVICE AGREEMENT WITH EHI CONSULTANTS FOR THE PURPOSE OF PERFORMING THE COMPREHENSIVE OPPORTUNITY ASSESSMENT FOR A PERIOD OF NINE (9) MONTHS, AT A COST NOT TO EXCEED $145,000.00.

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

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute the Purchase of Services Agreement, which is attached hereto and incorporated herein by reference, with EHI Consultants for the purpose of performing the Comprehensive Opportunity Assessment for a period of nine (9) months.

Section 2 - That an amount, not to exceed the sum of $145,000.00, be and hereby is approved for payment to EHI Consultants from account 1101-133009-71299, pursuant to the terms of the Agreement.

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

PASSED URBAN COUNTY COUNCIL: May 29, 2025

Linda Gorton

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0498-25:GET:4900-1568-3653, v. 1

PURCHASE OF SERVICE AGREEMENT

THIS PURCHASE OF SERVICE AGREEMENT, made and entered into on the 4th day of June 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 EHI Consultants, a Kentucky corporation, ("Organization") with offices located at 333 West Vine St. 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 May, 2025 and shall last for a period of 9 months unless terminated by LFUCG at an earlier time.

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

a. Exhibit "A" – LFUCG RFP Document
b. Exhibit "B" – Consultant Proposal
c. Exhibit "C" – Project Scope

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 lump sum amount not to exceed dollars ($145,000) for the performance of the Services. [If reimbursement] Payments shall be made monthly for expenditures the Organization actually incurred, only after receipt of monthly invoices. [If not reimbursement] Such payments shall be made 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. XX-20XX 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:

_____
_____
_____

For Government:

Lexington-Fayette Urban County Government
200 East Main Street
Lexington, Kentucky 40507
Attn: _____

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
Deputy Clerk of the Urban County Council

ENTITY

BY:
Edward J. Holmes, President

JULIE WILSON
ATTEST:

WITNESS:
DATE: MAY 7, 2025

JULIE WILSON
Notary Public
Commonwealth of Kentucky
Commission Number KYNP55752
My Commission Expires Jul 22, 2026

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0501-25

File ID:	0501-25	**Type:**	Resolution	**Status:**	Approved
Version:	1	**Contract #:**	154-2025	**In Control:**	Urban County Council
				File Created:	05/14/2025
File Name:	Undue Medical Debt Contract			**Final Action:**	06/12/2025

Title: A Resolution establishing Medical Debt Resolution, Inc. d/b/a Undue Medical Debt as a sole source provider for the Medical Debt Relief Initiative for the Urban County Council, and authorizing the Mayor's designee to execute an Agreement with Medical Debt Resolution, Inc. d/b/a Undue Medical Debt, for procurement of services relating to the abolishment of qualifying medical debt for eligible Lexington-Fayette County residents, at a cost not to exceed $1,000,000, and further authorizing and directing the Office of Chief Administrative Officer to report to Council in six months and to take any other necessary actions to effectuate this Agreement. [Office of Chief Administrative Officer, Hamilton]

Notes: Signed by CAO Hamilton and filed in the CCO. Returned to Jennifer Sutton 6/13/2025. MS

Sponsors:		**Enactment Date:**	06/12/2025
Attachments:	Bluesheet Memo_Undue, Undue Medical Debt Contract, Lexington Undue Budget, RESO 501-25 Undue Medical Debt 4923-4677-8437 v.1.docx, [AMENDED] RESO 501-25 Undue Medical Debt 4923-4677-8437 v.2.docx, Contract #154-2025, R-264-2025	**Enactment Number:**	R-264-2025
Deed #:		**Hearing Date:**	
Drafter:	Jennifer Sutton	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	05/27/2025	Amended				
1	Urban County Council Work Session	05/27/2025	Approved and Referred to Docket	Urban County Council	05/29/2025		Pass
1	Urban County Council	05/29/2025	Received First Reading	Urban County Council	06/12/2025		
1	Urban County Council	06/12/2025	Approved				Pass

Text of Legislative File 0501-25

Title

A Resolution establishing Medical Debt Resolution, Inc. d/b/a Undue Medical Debt as a sole source provider for the Medical Debt Relief Initiative for the Urban County Council, and authorizing the Mayor's designee to execute an Agreement with Medical Debt Resolution, Inc. d/b/a Undue Medical Debt, for procurement of services relating to the abolishment of qualifying medical debt for eligible Lexington-Fayette County residents, at a cost not to exceed $1,000,000, and further authorizing and directing the Office of Chief Administrative Officer to report to Council in six months and to take any other necessary actions to effectuate this Agreement. [Office of Chief Administrative Officer, Hamilton]

Summary

Authorization to sign a Contract with Undue Medical Debt, a sole source provider, to administer the Medical Debt Relief Initiative which will work to abolish medical debt for qualifying Fayette County residents. At a cost not to exceed $1,000,000. Funds are Budgeted. (L0501-25)(Sutton/Hamilton)

Budgetary Implications [select]: Yes

Advance Document Review:

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

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

Fully Budgeted [select]: BA 13715 in process

Account Number: 1101-155001-0001-71299

This Fiscal Year Impact: $1,000,000

Annual Impact: $

Project:

Activity:

Budget Reference:

Current Balance: BA in process

TO: Urban County Council

FROM: Jennifer Sutton
Administrative Officer, Sr
Office of the Chief Administrative Officer

DATE: May 15th, 2025

SUBJECT: Undue Medical Debt

Request:

The Urban County Council, through the Office of the Chief Administrator, is requesting approval to sign a contract with Undue Medical Debt, a sole source provider, to administer the Medical Debt Relief Initiative which will work to abolish medical debt for qualifying Fayette County residents. At a cost not to exceed $1,000,000. Funds are budgeted.

Purpose:

This contract between Lexington-Fayette Urban County Government and Undue Medical establishes an agreed upon protocol for the administration and management of the Medical Debt Relief Initiative. On October 29th, 2024, the Urban County Council allocated $1,000,000 towards abolishing medical debt for residents of Lexington-Fayette County for households with an income between zero percent (0%) and four hundred percent (400%) of the federal poverty line and/or households that have medical debt equal to or exceeding five percent (5%) of total household income. Undue Medical Debt, a sole source provider, shall serve as the administrator of the initiative and fiscal agent for the funds provided by LFUCG. Undue Medical Debt will also manage and oversee design and execution, outreach, impact measurement, financial and performance reporting, and monitoring and compliance.

The term of the agreement is for a period of three years. LFUCG reserves the right to terminate the agreement, both for cause and at will, subject to appropriate payment to Undue Medical Debt for services provided prior to termination.

Budgetary Implication:

The cost for this FY is: $1,000,000
Funds are budgeted, budget amendment in process.
Account number: 1101-155001-0001-71299

File Number: 0501-25

Sutton/Hamilton

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (the "***Agreement***") is made and entered into as of the _____ day of _____, 2025 (the "***Effective Date***"), by and between the Lexington-Fayette Urban County Government, an urban county government and political subdivision of the Commonwealth of Kentucky ("***LFUCG***") and Medical Debt Resolution, Inc. d/b/a Undue Medical Debt, a New York not-for-profit corporation ("***Undue Medical Debt***," collectively with LFUCG referred to as the "***Parties***" and individually as a "***Party***") to establish an agreed upon protocol for the administration and management of the Medical Debt Relief Initiative (the "***Project***") described below.

RECITALS

WHEREAS, LFUCG has allocated $1,000,000.00 of Project Funds for the purpose of supporting the Project which shall focus on abolishing the medical debt of Eligible Residents who are unable to cover their medical bills; and

WHEREAS, the Project will further the mission of LFUCG and serve the broader public purposes of protecting the health, safety, and welfare of the residents of Lexington-Fayette County, Kentucky by promoting economic development, justice and equity; and

WHEREAS, LFUCG desires to provide funding to Undue Medical Debt for the administration and management of the Project in Lexington-Fayette County, Kentucky, as described herein; and

WHEREAS, Undue Medical Debt is able and willing to assist LFUCG in the administration and management of the Project and to perform these services pursuant to this Agreement; and

WHEREAS, Undue Medical Debt is authorized by its governing body to enter into this Agreement with LFUCG for the purposes described herein.

NOW THEREFORE, in consideration of the covenants and mutual agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. INCORPORATION OF RECITALS. The recitals set forth above constitute an integral part of this Agreement and are incorporated herein by this reference.

2. DEFINITIONS.

(a) "***Eligible Expenses***" shall refer to payroll, debt purchases, operating expenses, technical assistance expenses, Project administration expenses, Project coordination expenses and other expenses included in the Project Budget.

(b) "***Eligible Resident(s)***" shall refer to any resident of Lexington-Fayette County, Kentucky who meets the eligibility criteria established in Section 3(b) of this Agreement, as determined by data obtained from FinThrive or an equivalent data provider.

(c) "***Event of Default***" shall refer to the material failure of either Party to observe and perform its terms, covenants, promises, and agreements under this Agreement.

(d) "***Force Majeure Event***" shall refer to a natural disaster, actions or decrees of governmental bodies, not including actions taken by LFUCG in its contracting capacity, lack of participation from Providers and third-party debt collectors, or technological or communications failure not the fault of the affected Party.

(e) "***FPL***" shall refer to the Federal Poverty Level established by the United States Department of Health and Human Services.

(f) "***Project Budget***" shall refer to the budget in EXHIBIT C.

(g) "***Project Funds***" shall refer to the funds allocated by LFUCG for the Project.

(h) "***Provider***" shall refer to any hospital or health care provider that has provided services to Eligible Residents.

(i) "***Qualifying Medical Debt***" shall refer to any medical debt owed by an Eligible Resident to a Provider or third-party debt collector.

3. ELIGIBILITY FOR THE PROJECT.

(a) Undue Medical Debt hereby certifies that it has the authority and approval necessary to execute this Agreement and receive Project Funds for eligible uses specified under this Agreement.

(b) Undue Medical Debt shall use Project Funds to acquire and cancel medical debt owed by Eligible Residents. Status as an Eligible Resident shall be determined by Undue Medical Debt and is limited to Lexington-Fayette County residents who:

(i) Live in a household with total household income between zero percent (0%) and four hundred percent (400%) of the FPL; and/or

(ii) Have medical debt that will be cancelled under this Agreement that equals or exceeds five percent (5%) of total household income.

4. GENERAL PROVISIONS.

(a) TERM. This Agreement shall become effective as of the date on which it is fully executed by both Parties and will continue in full force and effect until the third anniversary of the Effective Date, unless it is terminated earlier in accordance with Section 6 of this Agreement.

(b) OBLIGATIONS OF THE PARTIES. Undue Medical Debt agrees to administer the Project on behalf of LFUCG, as described herein and in the Scope of Work set forth in EXHIBIT A, attached hereto and incorporated herein. LFUCG agrees to provide One Million Dollars ($1,000,000.00) in Project Funds to be made available to carry out the purposes of the Project. Payments will be made to Undue Medical Debt for eligible uses of the Project Funds, hereunder, according to the criteria for the use of such funds. Invoice submission for Project Funds shall be in accordance with the provisions provided in Section 5(b) of this Agreement. Undue Medical Debt understands and agrees that the One Million Dollars ($1,000.000.00) in Project Funds provided is a not-to-exceed amount.

(c) REPRESENTATIVES. Each Party to this Agreement shall designate one staff representative, who shall be the primary point of contact for that Party.

(i) Undue Medical Debt:
Courtney Story
Vice President of Government Initiatives
courtney.story@unduemedicaldebt.org

(ii) LFUCG:
Tori Cruz-Falk
Aide to Vice Mayor
tcruzfalk@lexingtonky.gov

(d) FINANCIAL MANAGEMENT AND INTERNAL CONTROLS. Undue Medical Debt agrees to adhere to appropriate accounting principles and procedures, utilize adequate internal controls and maintain necessary source documentation for all Eligible Expenses. Undue Medical Debt's accounting system for recording expenditures must be established and maintained in accordance with generally accepted accounting principles.

(e) RECORD RETENTION. All financial records, supporting documents, statistical records, or other records of Undue Medical Debt that are pertinent to this Agreement shall be maintained by Undue Medical Debt for a period of three (3) years from the date of the submission of the final expenditure report.

(f) ACCESS TO RECORDS. Subject to the limitations otherwise set forth herein, including without limitation Section 5(c), Undue Medical Debt agrees that LFUCG shall have access to any records, reports, or other data that is directly pertinent to the services provided by Undue Medical Debt under this Agreement, including for purposes of program review, and Undue Medical Debt acknowledges and understands that records relating to this Agreement and/or the services provided hereunder may be subject to the Kentucky Open Records Act, KRS 61.870 to KRS 61.884. Confidentiality of records shall be maintained to the fullest extent permitted by law.

(g) CLOSE-OUT. The Parties' obligations under this Agreement shall not end until all Project close-out requirements are completed as determined by the mutual agreement of the Parties. Activities during the close-out period shall include but are not limited to making final payments and disposing of Project Funds. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that Undue Medical Debt has control over any Project Funds.

5. REPORTING AND INVOICING. Undue Medical Debt agrees to provide the following reports and information, subject to availability of data and compliance with any applicable laws:

(a) REPORTING.

(i) Quarterly Reports. Within sixty (60) days of the conclusion of each quarter, Undue Medical Debt shall submit a report to LFUCG which includes the information contained in this Section 5(a)(i); *provided* that Undue Medical Debt shall have no obligation to share a quarterly report for a quarter during which no 2(i) was abolished.

(A) A narrative summary of Project status during the reporting period;

(B) The amount expended by Undue Medical Debt on the Project during the quarter;

(C) A detailed accounting of Eligible Expenses for which Project Funds are sought during the quarter, including source documentation;

(D) The cumulative total amount of Project Funds reimbursed on the Project since inception;

(E) The amount that has been obligated for spending on the Project but has not been invoiced for reimbursement;

(F) Total number of Project recipients of medical debt relief under the Project (such data shall be categorized by income relative to the FPL, gender, race, ethnicity and ZIP Code); and

(G) Any additional information determined by the mutual agreement of the Parties.

(ii) Final Report. Within ninety (90) days of the conclusion of the term, Undue Medical Debt shall submit a report to LFUCG which includes the following information:

(A) Total number of recipients of medical debt relief under the Project (such data shall be categorized by income relative to the FPL, gender, race, ethnicity and ZIP Code) who participated in the Project;

(B) Total Project Funds disbursed;

(C) Qualitative data from awardees (including recipient testimonials); and

(D) Any additional information determined by the mutual agreement of the Parties

(b) INVOICING AND SOURCE DOCUMENTATION.

(i) Invoicing. Undue Medical Debt shall invoice LFUCG on no less than a quarterly basis for the reimbursement of Eligible Expenses. Invoices are due within forty-five (45) days of the end of the quarter, except for the final invoice, which shall be due within ninety (90) days of the end of the term. The invoice must include all source documentation (including source documentation of subcontractors) evidencing payment of Eligible Expenses set forth on the invoice. LFUCG shall reimburse Undue Medical Debt for all Eligible Expenses. LFUCG will make all reasonable efforts to reimburse all portions of any invoice that is adequately supported by source documentation within thirty (30) days of receipt.

(ii) Source Documentation. Undue Medical Debt shall submit and maintain source documentation, which evidences the basis of the Eligible Expenses incurred and invoiced to LFUCG, as well as the dates and amounts of all expenditures. Examples of source documentation that LFUCG will require to be maintained by Undue Medical Debt and its contractors are as follows:

(A) For labor costs, to the extent applicable, payroll source documentation including: (a) employment letters and all authorizations for rates of pay, benefits, and employee withholdings; or (b) payroll reports from payroll processing companies.

(B) Materials and supplies should be supported by: (a) purchase orders or requisition; (b) invoices from the vendor; (c) original invoices or sales receipts; or (d) other evidence demonstrating payment was made.

(C) Detailed invoices evidencing payment to contractors.

(iii) Undue Medical Debt may request an advance from Project Funds by submitting a Request for Advance of Project Funds in the form set forth in EXHIBIT B. LFUCG shall not unreasonably deny such request for advance payment; *provided*, however, that Undue Medical Debt shall provide as much advance notice as reasonably possible to LFUCG prior to any impending or proposed expenditure of Project Funds by Undue Medical Debt which may result in a Request for Advance of Project Funds.

(c) The Parties agree that, unless required by law, Undue Medical Debt shall have no obligation under this Agreement to disclose the following to LFUCG: (i) any information covered by a non-disclosure agreement, a business associate agreement, or any similar confidentiality agreement, (ii) any protected health information as defined in 45 C.F.R. § 160.103, (iii) any personally identifiable information as defined in 2 C.F.R. § 200.1, (iv) any information that is a trade secret or otherwise proprietary to Undue Medical Debt, or (v) any information that Undue Medical Debt is otherwise prevented from sharing with LFUCG pursuant to law.

6. TERMINATION.

(a) TERMINATION FOR CAUSE.

(i) If a Party commits an Event of Default, then the non-defaulting Party shall deliver a notice of default. The defaulting Party will have thirty (30) days from the date written notice of default is delivered in which to cure such Event of Default; *provided*, however, that if the defaulting Party has commenced to cure within thirty (30) days, is diligently working to effect a cure and the Event of Default is not reasonably capable of being cured within thirty (30) days, the defaulting Party shall have such additional time as is reasonably necessary, as determined by the non-defaulting Party.

If the defaulting Party fails to cure such Event of Default within the applicable cure period, the non-defaulting Party may terminate this Agreement for cause, in whole or in part, by giving written notice to the defaulting Party of such termination and specifying the effective date thereof.

(ii) In the event that the services of Undue Medical Debt are terminated by LFUCG for fault on the part of Undue Medical Debt, Undue Medical Debt shall be paid an amount representing just and equitable compensation for work performed or services rendered and delivered for which it has not already been paid; such amount to be paid shall be determined by the mutual agreement of the Parties.

(b) Subject to Section 6(a)(ii), if in the event of a termination of this Agreement, Undue Medical Debt:

(i) Has incurred Eligible Expenses greater than the amount of Project Funds received, LFUCG shall compensate Undue Medical Debt for the difference between Eligible Expenses incurred and Project Funds received.

(ii) Has received an amount of Project Funds greater than the amount of Eligible Expenses incurred, Undue Medical Debt shall return to LFUCG the difference between Project Funds received and Eligible Expenses incurred.

(c) FORCE MAJEURE. In the event that either Party is unable to perform any of its obligations under this Agreement because of a Force Majeure Event, the Party which has been so affected agrees to give notice as soon as practicable to the other Party and agrees to do everything reasonably within its control to resume performance. Upon receipt of such notice, this Agreement shall be suspended immediately. If the period of nonperformance exceeds ten (10) days from the receipt of notice of the Force Majeure Event, the Party whose ability to perform has not been so affected may terminate this Agreement for convenience by giving written notice to the other Party.

7. NOTICES. All notices shall be delivered in writing and shall be communicated by electronic mail, USPS First Class Mail, fax or overnight courier to the Parties hereto at the addresses set forth below or at such other address as either Party may designate by written notice to the other with five (5) days written notice. Any such notice shall be deemed to be given or made three (3) business days following the date that it is deposited in the United States Post Office or on the day following the delivery to the overnight courier.

(a) To Undue Medical Debt:
Michael Derbes
General Counsel

Undue Medical Debt
28-07 Jackson Avenue, 5th Floor
Long Island City, NY 11101

By email: michael.derbes@unduemedicaldebt.org

To LFUCG:
Lexington-Fayette Urban County Government
Office of Vice Mayor
Attn: Tori Cruz-Falk
200 East Main Street
Lexington, KY 40507
By email: tcruzfalk@lexingtonky.gov

WITH A COPY TO:

Lexington-Fayette Urban County Government
Commissioner of Law
Department of Law
200 East Main Street
Lexington, KY 40507

8. **COMPLIANCE WITH LAWS.** Undue Medical Debt acknowledges that this Agreement is governed by the laws of the Commonwealth of Kentucky and that Undue Medical Debt shall comply with all applicable state and local orders, laws, regulations, rules, policies and certifications governing its performance of this Agreement. Unless specifically waived herein, all LFUCG ordinances, manuals, rules, regulations, or similar requirements of LFUCG applicable to the subject matter of this Agreement shall control.

9. **PROCUREMENT.** Undue Medical Debt is responsible for ensuring that any procurement of goods or services using Project Funds is consistent with the procurement standards set forth in the purchasing policies and regulations of LFUCG related to public procurement, as determined to be applicable by LFUCG.

10. **CONFIDENTIALITY.**

(a) PERSONALLY IDENTIFIABLE INFORMATION. Undue Medical Debt must take reasonable measures to safeguard protected personally identifiable information, as defined in 2 C.F.R. 200.1.

(b) The Parties hereby mutually agree that Undue Medical Debt shall have the right to use any and all data obtained through the performance of this Agreement for the purpose of analyzing the problem of medical debt in the United States, the Commonwealth of Kentucky and in Lexington-Fayette County, Kentucky; *provided* that Undue Medical Debt remains in compliance with its Data Retention and Archiving Policy, which is hereby incorporated as EXHIBIT D, and notifies LFUCG of any material changes to said policy. If any published data analysis utilizes or is based on data obtained through the performance of this Agreement, Undue Medical Debt shall notify LFUCG prior to publication and, if requested by LFUCG, recognize LFUCG's contribution to the data analysis; *provided* that LFUCG's name will not be included in any data analysis or publication without the express written consent of LFUCG.

(c) Undue Medical Debt and LFUCG understand and agree that this Agreement and any related documents may be subject to disclosure, in whole or in part, under the Kentucky Open Records Act, and, to the extent required by law, Undue Medical Debt shall cooperate with any reasonable request by LFUCG to provide assistance with such a request.

11. **INSURANCE.** Undue Medical Debt shall provide and maintain the insurance coverages outlined in its certificate of insurance, set forth in EXHIBIT E, attached hereto and incorporated herein. The insurance coverages shall be effective during the term of this Agreement and any time period following expiration if Undue Medical Debt is required to return and perform any of the services under this Agreement. Undue Medical Debt shall promptly notify LFUCG if any of its insurance coverage are canceled, not renewed, decreased, or otherwise lapse.

12. **LIMITATION OF LIABILITY**. Undue Medical Debt's sole remedy for a breach of this Agreement shall be limited to the amount of Project Funds authorized under this Agreement, less any amount then-expended or then-encumbered. Barring gross negligence or willful misconduct on the part of LFUCG, in no event shall LFUCG be liable to Undue Medical Debt in a cumulative amount greater than the Project Funds authorized ($1,000,000.00).

13. **EXHIBITS.** All exhibits to this Agreement are incorporated as if set out fully. In the event of any inconsistencies or conflict between the language of this Agreement and the exhibits, the language of the exhibits shall control, but only to the extent of the conflict or inconsistency. This Agreement contains the following exhibits:

EXHIBIT A – Scope of Work
EXHIBIT B – Request for Advance of Project Funds
EXHIBIT C – Project Budget
EXHIBIT D – Undue Medical Debt's Data Retention and Archiving Policy
EXHIBIT E – Undue Medical Debt's Insurance Coverage

14. **MISCELLANEOUS.**

(a) COUNTERPARTS. This Agreement may be executed in counterparts, each of which shall be deemed an original. In the event that any signature is delivered via facsimile or by email of a ".pdf" format data file, such signature shall create a valid and binding obligation of such party with the same force and effect as if such facsimile or ".pdf" signature page was an original thereof.

(b) ENTIRE AGREEMENT. This Agreement, including the incorporated recitals and exhibits, constitutes the entire agreement between the Parties and supersedes all prior offers, negotiations, and other agreements concerning the subject matter contained herein. This Agreement cannot be modified or amended except by mutual written agreement of both Parties.

(c) SEPARATE ENTITIES. It is understood and agreed that nothing contained herein is intended or should be construed as in any way affecting the status of the Parties as separate, independent and distinct entities under the laws of the Commonwealth of Kentucky or any other jurisdiction. It is further understood and agreed that nothing herein is intended or should be construed as in any way creating or establishing the relationship of co-partners or joint ventures between the Parties hereto, or as constituting the Parties as representatives of each other for any purpose.

(d) NON-LIABILITY OF PUBLIC OFFICIALS. No official, employee or agent of LFUCG shall be charged personally by Undue Medical Debt or by an assignee or subcontractor with any liability or expenses of defense or be held personally liable under any term or provision of this Agreement.

(e) BINDING EFFECT. This Agreement shall be binding upon, and shall inure to the benefit of, the successors and assigns of the Parties hereto, and neither party shall assign, sublet, or transfer its interests in this Agreement without the written consent of the other party.

(f) INDEMNIFICATION AND HOLD HARMLESS. It is understood and agreed by the Parties that Undue Medical Debt 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 Undue Medical Debt, its contractors, subcontractors, agents, servants, owners, principals, licensees, or assign, in connection with the provision of services as set forth in this Agreement and the performance or failure to perform any services as set forth in this Agreement. Undue Medical Debt shall, to the extent permitted by law, indemnify, save, hold harmless, and defend LFUCG and its elected and appointed officials, employees, agents, and successors in interest from and against any and all liability, damages, and losses, to the extent that such claims expressly relate to the provision of services by Undue Medical Debt as set forth in this Agreement or the failure by Undue Medical Debt to perform services expressly required to be performed as set forth in this Agreement, to the extent that such claims are attributable to the negligent acts, errors, omissions, or willful misconduct of Undue Medical Debt, its contractors, or its subcontractors. Undue Medical Debt shall have no obligation to indemnify LFUCG to the extent that such claims are caused by the negligence or willful misconduct of LFUCG. These provisions shall in no way be limited by any financial responsibility or insurance requirements and shall survive any termination of this Agreement. Undue Medical Debt acknowledges and understands that LFUCG is a political subdivision of the Commonwealth of Kentucky and that LFUCG is unable to provide indemnity or otherwise save, hold harmless, or defend Undue Medical Debt in any manner.

(g) CONSTRUCTION. Any headings of this Agreement are for convenience of reference only and do not define or limit the provisions thereof. Words of any gender shall be deemed and construed to include correlative words of the other genders. Words importing the singular number shall include the plural number and vice versa, unless the context shall otherwise indicate. All references to any person or entity shall be deemed to include any person or entity succeeding to the rights duties, and obligations of such persons or entities in accordance with the terms and conditions of this Agreement.

(h) WAIVER. The failure or delay on the part of Undue Medical Debt or LFUCG to exercise any right, power, or privilege hereunder shall not operate as a waiver thereof. Whenever a Party waives the other Party's performance in any respect or waives a requirement or condition of another Party's performance, the waiver so granted shall only apply to the particular instance and shall not be deemed a waiver forever or for subsequent instances of the performance, requirement or condition. No such waiver shall be construed as a modification of this Agreement regardless of the number of times a Party may have waived the performance, requirement or condition.

(i) SEVERABILITY. If any provision of this Agreement shall be held or made invalid by a court decision, statute or rule, or shall be otherwise rendered invalid, the remainder of this Agreement shall not be affected thereby.

(j) AMENDMENTS. This Agreement may be amended only by a written instrument signed by both Parties. LFUCG may, in their discretion, amend this Agreement to conform with available funding amounts.

(k) GOVERNING LAW AND VENUE. This Agreement shall be governed by and construed under the laws of the Commonwealth of Kentucky. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. Any claim, suit, action, or proceeding brought in connection with this Agreement, including but not limited to actions either for breach of this Agreement or for enforcement of the Agreement, shall be brought in a court of appropriate jurisdiction in

Fayette County in the Commonwealth of Kentucky and each Party hereby irrevocably consents to the personal and subject matter jurisdiction of such court and waives any claim that such court does not constitute a convenient and appropriate venue for such claims, suits, actions or proceedings.

(l) NO THIRD PARTY RIGHTS. Nothing in this Agreement, expressed or implied, is intended to or shall be construed to confer upon or give to any person other than the Parties hereto any right, remedy, or claim under or by reason of such agreement or covenant, condition, or stipulation herein contained. Nothing expressed or mentioned in or to be implied from this Agreement is intended or shall be construed to give to any person other than the Parties hereto any legal or equitable right, remedy, or claim under or in respect to this Agreement.

(m) The execution, delivery, and performance of this Agreement and any documents relating thereto have been duly authorized by all necessary Parties, and this Agreement is enforceable in accordance with its terms. Undue Medical Debt and LFUCG have full power and authority to enter into this Agreement, to execute and deliver all instruments and documents referred to herein, and to consummate the transactions contemplated thereby.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement on the dates hereafter set forth.

MEDICAL DEBT RESOLUTION, INC. D/B/A
UNDUE MEDICAL DEBT

By: _____
Allison Sesso
President / CEO

Date: _____

LEXINGTON-FAYETTE URBAN COUNTY
GOVERNMENT

By: _____

Date: _____

EXHIBIT A

SCOPE OF WORK

1. PROJECT DESCRIPTION AND OBJECTIVES.

(a) LFUCG will partner with Undue Medical Debt to purchase and retire the medical debt of Eligible Residents who have been or are currently unable to cover outstanding medical bills because they are experiencing financial hardship.

(b) Many individuals with medical debt are uninsured or underinsured and are experiencing financial hardship. These debts impose both psychological and financial burdens and may cause people to avoid seeking the health care services that they need. In a number of cases, they may feel lasting impacts due to reduced credit scores, wage garnishment, and property liens. The Project will help thousands of Lexington-Fayette County residents obtain financial stability, improve their health equity, and reduce stress and mental health problems.

(c) DEFINITIONS. Capitalized terms used in this EXHIBIT A but not defined herein shall have the meaning given to them in the Agreement.

2. ROLES AND RESPONSIBILITIES. Undue Medical Debt shall serve as the administrator of the Project and fiscal agent for the Project Funds provided by LFUCG for the Project. Undue Medical Debt shall retain funds to cover its costs as set forth in EXHIBIT C below. Undue Medical Debt shall manage and oversee design and execution, outreach, impact measurement, financial and performance reporting, and monitoring and compliance. LFUCG will provide funding.

3. WORKPLAN.

(a) Establish Project management infrastructure.

(i) Meet regularly with LFUCG.

(ii) Develop a mechanism for invoicing LFUCG for Project costs in accordance with Section 5(b) of the Agreement.

(iii) Report metrics and information based on tools and templates prepared by Undue Medical Debt and reviewed by LFUCG.

(b) Recruit Providers to sell or donate Qualifying Medical Debt to Undue Medical Debt for Project purposes.

(i) Enter into business associate agreements and non-disclosure agreements with Providers and third-party debt collectors early in the medical debt acquisition and abolishment process.

(ii) Share information with LFUCG including the required metrics and the status of the Project; *provided* that the names of Providers and third-party debt collectors that have (and have not) agreed to participate may not be shared unless such Provider or third-party debt collector consents to those disclosures.

(c) Request and receive patient accounts data files from Providers.

(i) After entering into business associate agreements and non-disclosure agreements, Undue Medical Debt shall ask Providers to prepare and transmit patient accounts data files for analysis.

(ii) Data files are transmitted securely via SFTP (SSH File Transfer Protocol) or using other, highly secure methods.

(d) Request and receive patient accounts data files from commercial debt buyers who have acquired medical debt for Lexington residents for collections purposes.

(e) Analyze patient accounts data files (using proprietary scrubbing processes) to identify Qualifying Medical Debt.

(f) Develop proposals to acquire Qualifying Medical Debt using Undue Medical Debt's standard pricing model.

(g) Use Project Funds to acquire and cancel Qualifying Medical Debt.

(h) Issue letters to notify Eligible Residents that medical debts have been cancelled.

(i) Apply Project Funds to pay for costs to notify individuals that their medical debts have been cancelled.

(ii) Undue Medical Debt shall use its standard form letter to notify Eligible Residents. The letter includes the medical debt balance or balances that have been abolished, the name of the Provider owed, applicable account numbers and dates of service, background on Undue Medical Debt and that the debt cancelation is non-taxable, and other information. The Parties may agree to send a second letter to provide Eligible Residents another opportunity to be notified.

(iii) Undue Medical Debt shall collaborate with LFUCG on the contents of these communications to assure that LFUCG is appropriately acknowledged.

(i) Solicit and collect testimonials from Eligible Residents who have had their medical debts cancelled.

(j) Support marketing and outreach in collaboration with LFUCG communications team.

(k) Undue Medical Debt shall provide reports and information pursuant to Section 5 of the Agreement. If LFUCG has an online platform where Undue Medical Debt should submit the reporting or invoicing described in Section 5 of the Agreement, Undue Medical Debt shall use such platform; *provided* that if, after a good faith effort to use the platform, Undue Medical Debt determines that it is inadequate, Undue Medical Debt may provide reporting and invoicing through other means including, without limitation, email.

4. PROJECT BUDGET.

(a) Under this Agreement, Undue Medical Debt shall receive Project Funds and use them to acquire portfolios of medical debt, to analyze those portfolios for Qualifying Medical Debt, to mail letters to recipients of debt relief advising them that certain medical debts have been cancelled, to fund Project administration and technology costs, to fund indirect costs (at fifteen percent (15%) of direct costs), and for other expenses associated with the Agreement. Undue Medical Debt is the sole recipient of the funds and as fiscal agent will use the funds to purchase Qualifying Medical Debt from Providers and for the other identified purposes.

(b) Undue Medical Debt may, via a deviation allowance or a series of deviation allowances, modify an established budget category by $10,000 or 15% (an "***Acceptable Deviation***"), whichever is greater, without approval of LFUCG; *provided* that Undue Medical Debt may not adjust any budget category over the term of the Agreement by an amount that exceeds the Acceptable Deviation, regardless of whether such deviation was made all at once or cumulatively, without the approval of LFUCG. This deviation allowance does not authorize new categories not shown in EXHIBIT C. Further, any adjustment to the total amount of this Agreement must be made in writing and executed by all Parties through an amendment to this Agreement before the modifications can be implemented.

5. MARKETING AND COMMUNICATION.

(a) The Parties hereby agree to use all commercially reasonable efforts to coordinate with each other prior to discussing the Project or the other Party publicly. Further, neither Party shall issue any press release, flyer, advertisement or any other pre-planned public statement

regarding the Project or the other Party, including for the avoidance of doubt, statements to the press where the Party has time to prepare its statements or responses, without the other Party's approval.

(b) LFUCG has adopted CAO Policy 57: Branding, Graphic and Logo Standards that requires approval for any third-party use of any official LFUCG logo or seal. Undue Medical Debt shall comply with that policy and seek advance approval in writing for any intended use of any official LFUCG logo or seal, and LFUCG shall likewise seek advance written approval for any use of Undue Medical Debt's logo on any publicity materials related to the Project. Letters sent by Undue Medical Debt to beneficiaries for the Project will describe LFUCG's involvement and financial support, but shall not state or represent that the financial support or involvement by identifying any individual member of the Urban County Council by name, but may only represent that the financial support was provided by the Lexington-Fayette Urban County Government.

EXHIBIT B

REQUEST FOR ADVANCE OF PROJECT FUNDS

The following form affords organizations in need of an advance of funds to request them from LFUCG to perform Project activities. The information should be provided by Undue Medical Debt and shared with LFUCG. The information below is required before an advance of funds can be initiated.

Sample Advance Form:

Undue Medical Debt Name:	
Project Title:	
Amount Requested	
$ Amount Requested:	% of Current Year Budget:
Description of Activities:	
Documentation of Need	
Certifications	
I certify that the advanced funds will only be used for costs applicable to the Project herein. I certify that I have the authority to submit this request on behalf of the organization I represent. Any misuse of funds could result in the termination of the Agreement and will require the organization to refund LFUCG in those amounts. Any advanced funds not yet spent for authorized work by Undue Medical Debt shall be promptly returned to LFUCG within sixty (60) days of termination.	
Undue Medical Debt Contact Information	
Name:	Title:
Signature:	Date:
LFUCG Signatory Information	
LFUCG Representative Name:	
LFUCG Representative / Approver Signature:	
Date Signed:	

EXHIBIT C

PROJECT BUDGET

EXHIBIT D

UNDUE MEDICAL DEBT'S DATA RETENTION AND ARCHIVING POLICY

Data Retention

Undue Medical Debt ("***Undue***") shall maintain complete, accurate, and high-quality records in compliance with state and federal laws and guidance. Beneficiary records are to be retained for a period of ten years unless longer retention is required for contractual, legal, or regulatory requirements. Records that are no longer required, or have satisfied their required periods of retention, shall be destroyed or archived by Undue in a manner consistent with this Policy.

Certain disposable information may be discarded or deleted at the discretion of the user once it has served its temporary useful purpose or because it is not a "record" required to be maintained pursuant to this Policy. Examples may include:

- Duplicates of originals that have not been annotated,
- Preliminary drafts of letters, memoranda, reports, worksheets, and informal notes that do not represent significant steps or decisions in the preparation of an official "record."

Data & Device Disposal

Undue shall ensure that all restricted and confidential data is securely deleted from company devices prior to, or at the time of, disposal.

Confidential and Restricted hardcopy materials shall be shredded or otherwise disposed of using a secure method.

Personally identifiable information (PII) shall be collected, used and retained for ten years from the year of debt abolishment. Then the PII will be deidentified before archival following the guidance provided by the U.S. Department of Health and Human Services. Undue policy refers to the "Guidance Regarding Methods for De-identification of Protected Health Information in Accordance with the Health Insurance Portability and Accountability Act (HIPAA) Privacy Rule." The Privacy rule provides two methods by which health information can be designated as de-identified. Undue uses the "Safe Harbor" method. The following identifiers which are part of what Undue collects will be removed from the beneficiary data before the remaining data is archived:

- Names
- Addresses (The first three digits of a zip code are retained if the total population with zip codes with those three digits is over 20,000)
- All elements of dates including admission date, discharge date, death date and date of birth (years are retained)
- Telephone numbers
- Vehicle identifiers and serial numbers, including license plate numbers
- Fax numbers
- Device identifiers and serial numbers
- Email addresses
- Social security numbers (last four digits are retained)
- Medical record numbers
- Health plan beneficiary numbers
- Account numbers
- Certificate/license numbers

PII shall be securely deleted and disposed in accordance with company policy, contractual commitments and all relevant laws and regulations.

Archived Data

Deidentified PII would be archived and stored in secure location for a period of fifteen years. This timeline is determined by guidance provided by NIH Policy for Data Management and Sharing along with guidelines shared by universities interested in collaborating with Undue for research in this space. The first ten years is to conduct the research and then it is recommended that we retain this deidentified data for a period of 5 years after the year of publication. The following is a sample of the type of deidentified PII that would be archived:

- Year of birth
- Sex
- Race
- Ethnicity
- Marital status
- The first three digits of a zip code are retained if the total population with zip codes with those three digits is over 20,000
- Admission year
- Discharge year
- Year of death
- Insurance type
- Bankruptcy type
- Estimated household income
- Estimated household size
- Provider type

The retained data will not be sold. This is meant for research purposes only. After this archival period, the data will be deleted from Undue's archives.

Annual Data Review

The COO of Undue shall ensure that records and record storage systems are reviewed no less frequently than annually and that records are stored or destroyed in conformance with this Policy.

Legal Requirements

Under certain circumstances, Undue may become subject to legal proceedings requiring retention of data associated with legal holds, lawsuits, or other matters as stipulated by Undue's legal counsel. Such records and information are exempt from any other requirements specified within this Data Management Policy and are to be retained in accordance with requirements identified by the Legal department. All such holds and special retention requirements are subject to annual review with Undue's legal counsel to evaluate continuing requirements and scope. Destruction of records relating to litigation or governmental investigations may constitute a criminal offense.

EXHIBIT E

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/5/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Cert Request
Newfront Insurance Services 777 Mariners Island Blvd Suite 250 San Mateo, CA 94404	PHONE (A/C, No, Ext): 650-488-8565 FAX (A/C, No): E-MAIL ADDRESS: TechCertRequest@newfront.com
www.newfront.com	INSURER(S) AFFORDING COVERAGE / NAIC #
INSURED Medical Debt Resolution, Inc. Undue Medical Debt 2807 Jackson Ave Fl 5 Long Island City NY 11101	INSURER A: Hartford Underwriters Insurance Company 30104 INSURER B: Gemini Insurance Company 10833 INSURER C: INSURER D: Palomar Excess and Surplus Insurance Co 16754 INSURER E: Landmark American Insurance Company 33138 INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 82919981 **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	✓ COMMERCIAL GENERAL LIABILITY CLAIMS-MADE ✓ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ✓ POLICY PRO-JECT LOC OTHER:			57SBAAT6EKM	10/1/2024	10/1/2025	EACH OCCURRENCE $1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) $1,000,000 MED EXP (Any one person) $10,000 PERSONAL & ADV INJURY $1,000,000 GENERAL AGGREGATE $2,000,000 PRODUCTS - COMP/OP AGG $2,000,000 $
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS ✓ HIRED AUTOS ONLY ✓ NON-OWNED AUTOS ONLY			57SBAAT6EKM	10/1/2024	10/1/2025	COMBINED SINGLE LIMIT (Ea accident) $1,000,000 BODILY INJURY (Per person) $ BODILY INJURY (Per accident) $ PROPERTY DAMAGE (Per accident) $ $
A	UMBRELLA LIAB ✓ OCCUR EXCESS LIAB CLAIMS-MADE DED ✓ RETENTION $ 10,000			57SBAAT6EKM	10/1/2024	10/1/2025	EACH OCCURRENCE $1,000,000 AGGREGATE $1,000,000 $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE OTH-ER E.L. EACH ACCIDENT $ E.L. DISEASE - EA EMPLOYEE $ E.L. DISEASE - POLICY LIMIT $
B	Professional Liability			VNPL017176	10/1/2024	10/1/2025	$1,000,000 each Claim/$3,000,000 Agg
D	Cyber			PLM-CB-SETADEUD3-003	10/1/2024	10/1/2025	Agg: $5,000,000
E	1st Excess Cyber			LHZ861565	10/1/2024	10/1/2025	Agg: $5,000,000 XS $5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

For Informational Purposes Only

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

Rod Sockolov

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GRANT BUDGET

PROJECT INFORMATION

Project Title	Lexington Medical Debt Relief Initiative
Grantee Name	Undue Medical Debt
Grantee Address	28-07 Jackson Ave Fl 5
	Long Island City, NY 11101
Unique Entity ID	PLLQDMP3KLM5
EIN	47-1442997
Project Start Date	2025-01-01
Project End Date	2027-12-31
Program Indirect Rate	15%

SUMMARY BUDGET

	Expense Category		Year 1	Year 2	Year 3		Total Budget
A	Debt Abolishment Costs	$	220,457	221,222	222,018	$	663,697
B	Personnel Costs		58,450	60,788	63,219		182,457
C	Program Contractual Services		7,500	7,800	8,112		23,412
D	Other Direct Costs		-	-	-		-
E	Indirect Costs		42,961	43,471	44,002		130,435
	TOTAL	$	329,367	333,281	337,352	$	1,000,000

GRANT BUDGET

BUDGET DETAIL - DEBT ABOLISHMENT COSTS

A-i DEBT PURCHASING

Estimated Purchase Price	$	603,956.58
Accounts		75,119
Individuals helped		32,240
Total face value of debt abolished	$	90,142,773

Portfolio Assumptions	
Average account balance	$ 1,200.00
Median purchase price	0.67%
Average accounts per individual	2.33

A-ii ANALYTICAL DATA

Total Analytical Data Costs	$	8,051.23
Analytical Data Costs Year 1	$	2,579.20
Analytical Data Costs Year 2	$	2,682.37
Analytical Data Costs Year 3	$	2,789.66

Rate sheet	
Fee per Individual Yr 1	0.24
Fee per Individual Yr 2	0.2496
Fee per Individual Yr 3	0.259584

A-iii MAILING COSTS

Total Mailing Costs	$	51,688.90
Mailing Costs Year 1		16,558.46
Mailing Costs Year 2		17,220.80
Mailing Costs Year 3		17,909.63

Mailing Assumptions	
Total Individuals Year 1	19,344
Total Individuals Year 2	19,344
Total Individuals Year 3	19,344
Second Round Mailing?	Yes
Mailing Success Rate	90%

Rate sheet	
Fee per Individual Yr 1	$ 0.856
Envelope	0.04
Page 1 Color	0.696
Page 2 Color	0.12
Fee per Individual Yr 2	$ 0.890
Fee per Individual Yr 3	$ 0.926

GRANT BUDGET

BUDGET DETAIL - PERSONNEL

Bi PERSONNEL

Role	Name	Pctg Alloc	Hrs/Wk	Gross Salary	Tot Salary Alloc	Alloc Yr 1	Alloc Yr 2	Alloc Yr 3
Dir, Provider Partnerships	Accardo, Kristen	1.5%	0.6					
ETL Developer	Ahuja, Alok	1.0%	0.4					
Dir, Debt Acquisition	Burroughs, Mikel	1.0%	0.4					
COO	Consul, Ravneeta	1.0%	0.4					
General Counsel	Derbes, Michael	1.0%	0.4					
AVP Analytics	Dougherty, Emily	1.0%	0.4					
Debt Ops Mgmt	HIRING	1.0%	0.4					
Accounting Manager	Henze, Ashton	1.5%	0.6					
Beneficiary Liaison	Jarrell, Sarah	1.5%	0.6					
VP Finance	Knauerova, Jana	1.5%	0.6					
VP Provider Relations	Lande, Ruth	1.5%	0.6					
Grant Manager	Legaspi, Joseph	1.0%	0.4					
Program Manager	McDermott, Jessica	1.0%	0.4					
Provider Partnerships Mgr	Messchi, Sanam	1.5%	0.6					
Business Process Mgr	Nieuwkerk, Willem	1.5%	0.6					
VP Info Sys	Reynolds, David	1.0%	0.4					
Constituent Manager	Salvagno, Camila	1.5%	0.6					
CEO	Sesso, Allison	1.0%	0.4					
Jr Data Analyst	Shah, Vishal	1.0%	0.4					
VP Govt Affairs	Story, Courtney Werpy	1.5%	0.6					
Dir, Debt Acquisition	Toth, Michael	1.5%	0.6					
AVP, Provider Partnerships	Zinda, Beth	2%	0.8					
AD, Debt Acquisition	Hiring	2%	0.6					
Govt Initiatives Mgr	Hiring	1.0%	0.4					
Total					141,424	45,305	47,117	49,002

GRANT BUDGET

BUDGET DETAIL - FRINGE

Bii FRINGE BENEFITS

Role	Name	Pctg Alloc	Hrs/Wk	Total Fringe	Tot Fringe Alloc	Alloc Yr 1	Alloc Yr 2	Alloc Yr 3
Dir, Provider Partnerships	Accardo, Kristen	1.5%	0.6					
ETL Developer	Ahuja, Alok	1.0%	0.4					
Dir, Debt Acquisition	Burroughs, Mikel	1.0%	0.4					
COO	Consul, Ravneeta	1.0%	0.4					
General Counsel	Derbes, Michael	1.0%	0.4					
AVP Analytics	Dougherty, Emily	1.0%	0.4					
Debt Ops Mgmt	HIRING	1.0%	0.4					
Accounting Manager	Henze, Ashton	1.5%	0.6					
Beneficiary Liaison	Jarrell, Sarah	1.5%	0.6					
VP Finance	Knauerova, Jana	1.5%	0.6					
VP Provider Relations	Lande, Ruth	1.5%	0.6					
Grant Manager	Legaspi, Joseph	1.0%	0.4					
Program Manager	McDermott, Jessica	1.0%	0.4					
Provider Partnerships Mgr	Messchi, Sanam	1.5%	0.6					
Business Process Mgr	Nieuwkerk, Willem	1.5%	0.6					
VP Info Sys	Reynolds, David	1.0%	0.4					
Constituent Manager	Salvagno, Camila	1.5%	0.6					
CEO	Sesso, Allison	1.0%	0.4					
Jr Data Analyst	Shah, Vishal	1.0%	0.4					
VP Govt Affairs	Story, Courtney Werpy	1.5%	0.6					
Dir, Debt Acquisition	Toth, Michael	1.5%	0.6					
AVP, Provider Partnerships	Zinda, Beth	2.0%	0.8					
AD, Debt Acquisition	Hiring	1.5%	0.6					
Govt Initiatives Mgr	Hiring	1.0%	0.4					
Total						13,145	13,670	14,217

GRANT BUDGET

BUDGET DETAIL - CONTRACTUAL SERVICES

C CONSULTANTS

Contractor Name	Role	Annual Comp	Pctg Alloc		TOTAL	Alloc Yr 1	Alloc Yr 2	Alloc Yr 3
External Legal Counsel	Provider Agreements	250,000.00	3.0%	$	23,412.00	7,500.00	7,800.00	8,112.00
		-						
	TOTAL				23412	7,500	7,800	8,112

GRANT BUDGET

EXPENSE NARRATIVE

A DEBT ABOLISHMENT COSTS

Debt Abolishment Costs include the following:

1) Medical debt portfolio costs are costs of purchases from hospital/provider partners or from the secondary debt market. Pricing is determined based on the age of accounts contained within each portfolio. Every individual whose debt is included in each portfolio must undergo a qualification and ID verification process.This direct cost to the program is specifically calculated in order to estimate the amount to purchase debt from trading/hospital partners and the secondary debt market. Costs are apportioned from the total estimated purchase price, which is based on the assumption that we will be able to source debt with the face value/open balance amount containing approximate number of accounts owed by the specified number of individuals at an average purchase price factor of 0.67%.

2) Analytical Data costs - This direct cost is for data anaysys specific only to the beneficiaries of this grant. Analytical data charges are fees paid in order for us to be able to qualify, identify, and report on all of the individuals helped form this grant.

3) Mailing costs - This direct cost is only for the mailing expenses for letters to the beneficiaries of this grant.

Bi PERSONNEL

These direct costs reflect the time and effort that each of our staff will expend for activities soley for this grant's debt abolishment initiative, according to the number of hours specified for each individual on Tab D "Bi - Personnel", which also incldue salary and related information. Below are explanations of duties by position and area of expertise.

Area	Title	Duties
Debt Acquisition	Debt Operations Manager	Administrative management of all debt acquisition initiatives. Monitor progress, follow up on, maintain salesforce database.
	Director Debt Acquisition	Containing all pipeline data. Key contract negotiation and management. Purchase management.
	VP Provider Relations	Debt acquisition, revenue cycle leader.
	Business Process Manager	Conducts debt analysis as part of the debt acquisition effort. Prepares analytical reports.
	Associate VP of Provider Relations	Lead, develop, and execute strategies to oversee the life cycyle of debts acquired.
	Sr Dir Debt Acquisition	Establish and develop provider leads, maintain relationships.
Communications	VP Communications	Public relations matters and general communications related to the grant activities or related partners.
	Communications Manager	General communications related to the grant.
Data Analysis & Debt Relief Svcs	VP Info Systems	Leads a team of engineers to build and maintain functionality to enable to enable government debt abolishment work which is often specific and requires ad-hoc
	Info Systems Staff	Various staff perform Debt Engine support and debt analysis.
	ETL Manager	Debt portfolio processing including qualification and preparation for abolishment.
	Data Analyst	Debt portfolio analysis and reporting.
	Program Manager, Constituent Svcs	Receives, collects, and analyzes feedback from debt relief recipients. Tailors questions to each grant to gather and performs one-on-one interviews with select constituents, and conducts qualitative analysis from collected data.
	Constituent Liaison	Along with Program Manager, Constituent Services supports the analysis of feedback from debt relief recipients and engages in communications strategies and other outreach efforts related to the grant.
Grant Mgmt & Administration	Grant Manager	Monitoring grant deliverables and ensuring compliance. Reporting and other work related to the project.
	Accounting Manager	Supports financial-level grant management and expense reporting.
	Government Relationship Manager	Lead for government initiatives.
	CEO & President	High level oversight for the grant and the government relationship.
	VP, Public Policy	Policy expert, government affairs leader.
	COO	High level oversight for the grant process.

	VP, Finance & Administration	Authorized organization financial representative for key grant submissions, high-level grant management, reporting, compliance, deliverables and single audit.
	General Counsel	Hospital agreement reviews, grant compliance with various laws and regulations.

BII FRINGE

Fringe benefit rates have been itemized for each personnel on the program in Tab D "Bii - Fringe".
These costs include payroll taxes and benefit contributions such as medical and other insurances, retirement account contributions, and other fringe benefits.

C PROGRAM CONTRACTUAL SERVICES

Professional services needed for the program work. These may include software & systems analysis, legal, or other contractual services furthering the program/grant.

D OTHER DIRECT COSTS

This includes all other expenses identified as necessary and to be used specifically to operate this program; namely costs to support the debt acquisition and relief work such as software (reporting platform/software, debt engline amortization, SOC2 compliance software and tools, debt acquisiton/hospital database access, mailing service provider platform fees, cyber insurance necessary for partnering with hospitals and managing PIIs, and travel costs related specifically to the grant's activities.)

E INDIRECT COSTS

These items below benefit ALL our programs and cannot be readily identified to this grant or any other specific program or activity. These costs are necessary for the operations of Undue Medical Debt and support the performance on the grant. We have applied 15% to the direct costs above to determine the aggreggate amount.
Indirect cost expenses include general accounting and auditing costs, general legal support, general software and hardware costs, digital marketing, professional fees, general insurance, office expenses, merchant account fees, training, travel, technology, depreciation and amortization.

RESOLUTION NO. _____ - 2025

A RESOLUTION ESTABLISHING MEDICAL DEBT RESOLUTION, INC. D/B/A UNDUE MEDICAL DEBT AS A SOLE SOURCE PROVIDER FOR THE MEDICAL DEBT RELIEF INITIATIVE FOR THE URBAN COUNTY COUNCIL, AND AUTHORIZING THE MAYOR'S DESIGNEE TO EXECUTE AN AGREEMENT WITH MEDICAL DEBT RESOLUTION, INC. D/B/A UNDUE MEDICAL DEBT, FOR PROCUREMENT OF SERVICES RELATING TO THE ABOLISHMENT OF QUALIFYING MEDICAL DEBT FOR ELIGIBLE LEXINGTON-FAYETTE COUNTY RESIDENTS, AT A COST NOT TO EXCEED $1,000,000.00, AND FURTHER AUTHORIZING AND DIRECTING THE MAYOR'S DESIGNEE TO TAKE ANY OTHER ADDITIONAL NECESSARY ACTIONS TO EFFECTUATE THIS AGREEMENT.

_____
_

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

Section 1 – That Medical Debt Resolution, Inc. d/b/a Undue Medical Debt, be and hereby is established as a sole source provider for the Medical Debt Relief Initiative for the Urban County Council.

Section 2 – That the Mayor's designee be and hereby is authorized and directed to execute the agreement with Medical Debt Resolution, Inc. d/b/a Undue Medical Debt, which is attached hereto and incorporated herein by reference, for procurement of services relating to the abolishment of qualifying medical debt for eligible Lexington-Fayette County residents, and the Mayor's designee be and hereby is authorized and directed to take any other additional necessary actions to effectuate this agreement.

Section 3 – That an amount, not to exceed the sum of $1,000,000.00, be and hereby is approved for payment to Medical Debt Resolution, Inc. d/b/a Undue Medical Debt, from account # 1101 – 155001 – 71299, pursuant to the terms of the agreement.

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

PASSED URBAN COUNTY COUNCIL:

_____
MAYOR

ATTEST:

_____
CLERK OF URBAN COUNTY COUNCIL
501-25:MSC:4923-4677-8437, v. 1

RESOLUTION NO. _____ - 2025

A RESOLUTION ESTABLISHING MEDICAL DEBT RESOLUTION, INC. D/B/A UNDUE MEDICAL DEBT AS A SOLE SOURCE PROVIDER FOR THE MEDICAL DEBT RELIEF INITIATIVE FOR THE URBAN COUNTY COUNCIL, AND AUTHORIZING THE MAYOR'S DESIGNEE TO EXECUTE AN AGREEMENT WITH MEDICAL DEBT RESOLUTION, INC. D/B/A UNDUE MEDICAL DEBT, FOR PROCUREMENT OF SERVICES RELATING TO THE ABOLISHMENT OF QUALIFYING MEDICAL DEBT FOR ELIGIBLE LEXINGTON-FAYETTE COUNTY RESIDENTS, AT A COST NOT TO EXCEED $1,000,000.00, AND FURTHER AUTHORIZING AND DIRECTING THE OFFICE OF CHIEF ADMINISTRATIVE OFFICER TO REPORT TO COUNCIL IN SIX MONTHS AND TO TAKE ANY OTHER NECESSARY ACTIONS TO EFFECTUATE THIS AGREEMENT.

_____
_

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

Section 1 – That Medical Debt Resolution, Inc. d/b/a Undue Medical Debt, be and hereby is established as a sole source provider for the Medical Debt Relief Initiative for the Urban County Council.

Section 2 – That the Mayor's designee be and hereby is authorized and directed to execute the agreement with Medical Debt Resolution, Inc. d/b/a Undue Medical Debt, which is attached hereto and incorporated herein by reference, for procurement of services relating to the abolishment of qualifying medical debt for eligible Lexington-Fayette County residents, and the Office of Chief Administrative Officer be and hereby is authorized and directed to report to the Urban County Council in six months and to take any other necessary actions to effectuate this agreement.

Section 3 – That an amount, not to exceed the sum of $1,000,000.00, be and hereby is approved for payment to Medical Debt Resolution, Inc. d/b/a Undue Medical Debt, from account # 1101 – 155001 – 71299, pursuant to the terms of the agreement.

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

PASSED URBAN COUNTY COUNCIL:

_____
MAYOR

ATTEST:

_____
CLERK OF URBAN COUNTY COUNCIL
501-25:MSC:4923-4677-8437, v. 2

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (the "***Agreement***") is made and entered into as of the 13 day of June, 2025 (the "***Effective Date***"), by and between the Lexington-Fayette Urban County Government, an urban county government and political subdivision of the Commonwealth of Kentucky ("***LFUCG***") and Medical Debt Resolution, Inc. d/b/a Undue Medical Debt, a New York not-for-profit corporation ("***Undue Medical Debt,***" collectively with LFUCG referred to as the "***Parties***" and individually as a "***Party***") to establish an agreed upon protocol for the administration and management of the Medical Debt Relief Initiative (the "***Project***") described below.

RECITALS

WHEREAS, LFUCG has allocated $1,000,000.00 of Project Funds for the purpose of supporting the Project which shall focus on abolishing the medical debt of Eligible Residents who are unable to cover their medical bills; and

WHEREAS, the Project will further the mission of LFUCG and serve the broader public purposes of protecting the health, safety, and welfare of the residents of Lexington-Fayette County, Kentucky by promoting economic development, justice and equity; and

WHEREAS, LFUCG desires to provide funding to Undue Medical Debt for the administration and management of the Project in Lexington-Fayette County, Kentucky, as described herein; and

WHEREAS, Undue Medical Debt is able and willing to assist LFUCG in the administration and management of the Project and to perform these services pursuant to this Agreement; and

WHEREAS, Undue Medical Debt is authorized by its governing body to enter into this Agreement with LFUCG for the purposes described herein.

NOW THEREFORE, in consideration of the covenants and mutual agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **INCORPORATION OF RECITALS.** The recitals set forth above constitute an integral part of this Agreement and are incorporated herein by this reference.

2. **DEFINITIONS.**

   (a) "***Eligible Expenses***" shall refer to payroll, debt purchases, operating expenses, technical assistance expenses, Project administration expenses, Project coordination expenses and other expenses included in the Project Budget.

   (b) "***Eligible Resident(s)***" shall refer to any resident of Lexington-Fayette County, Kentucky who meets the eligibility criteria established in Section 3(b) of this Agreement, as determined by data obtained from FinThrive or an equivalent data provider.

   (c) "***Event of Default***" shall refer to the material failure of either Party to observe and perform its terms, covenants, promises, and agreements under this Agreement.

   (d) "***Force Majeure Event***" shall refer to a natural disaster, actions or decrees of governmental bodies, not including actions taken by LFUCG in its contracting capacity, lack of participation from Providers and third-party debt collectors, or technological or communications failure not the fault of the affected Party.

   (e) "***FPL***" shall refer to the Federal Poverty Level established by the United States Department of Health and Human Services.

   (f) "***Project Budget***" shall refer to the budget in EXHIBIT C.

   (g) "***Project Funds***" shall refer to the funds allocated by LFUCG for the Project.

(h) "***Provider***" shall refer to any hospital or health care provider that has provided services to Eligible Residents.

(i) "***Qualifying Medical Debt***" shall refer to any medical debt owed by an Eligible Resident to a Provider or third-party debt collector.

3. ELIGIBILITY FOR THE PROJECT.

(a) Undue Medical Debt hereby certifies that it has the authority and approval necessary to execute this Agreement and receive Project Funds for eligible uses specified under this Agreement.

(b) Undue Medical Debt shall use Project Funds to acquire and cancel medical debt owed by Eligible Residents. Status as an Eligible Resident shall be determined by Undue Medical Debt and is limited to Lexington-Fayette County residents who:

(i) Live in a household with total household income between zero percent (0%) and four hundred percent (400%) of the FPL; and/or

(ii) Have medical debt that will be cancelled under this Agreement that equals or exceeds five percent (5%) of total household income.

4. GENERAL PROVISIONS.

(a) TERM. This Agreement shall become effective as of the date on which it is fully executed by both Parties and will continue in full force and effect until the third anniversary of the Effective Date, unless it is terminated earlier in accordance with Section 6 of this Agreement.

(b) OBLIGATIONS OF THE PARTIES. Undue Medical Debt agrees to administer the Project on behalf of LFUCG, as described herein and in the Scope of Work set forth in EXHIBIT A, attached hereto and incorporated herein. LFUCG agrees to provide One Million Dollars ($1,000,000.00) in Project Funds to be made available to carry out the purposes of the Project. Payments will be made to Undue Medical Debt for eligible uses of the Project Funds, hereunder, according to the criteria for the use of such funds. Invoice submission for Project Funds shall be in accordance with the provisions provided in Section 5(b) of this Agreement. Undue Medical Debt understands and agrees that the One Million Dollars ($1,000.000.00) in Project Funds provided is a not-to-exceed amount.

(c) REPRESENTATIVES. Each Party to this Agreement shall designate one staff representative, who shall be the primary point of contact for that Party.

(i) Undue Medical Debt:
Courtney Story
Vice President of Government Initiatives
courtney.story@unduemedicaldebt.org

(ii) LFUCG:
Tori Cruz-Falk
Aide to Vice Mayor
tcruzfalk@lexingtonky.gov

(d) FINANCIAL MANAGEMENT AND INTERNAL CONTROLS. Undue Medical Debt agrees to adhere to appropriate accounting principles and procedures, utilize adequate internal controls and maintain necessary source documentation for all Eligible Expenses. Undue Medical Debt's accounting system for recording expenditures must be established and maintained in accordance with generally accepted accounting principles.

(e) RECORD RETENTION. All financial records, supporting documents, statistical records, or other records of Undue Medical Debt that are pertinent to this Agreement shall be maintained by Undue Medical Debt for a period of three (3) years from the date of the submission of the final expenditure report.

(f) ACCESS TO RECORDS. Subject to the limitations otherwise set forth herein, including without limitation Section 5(c), Undue Medical Debt agrees that LFUCG shall have access to any records, reports, or other data that is directly pertinent to the services provided by Undue Medical Debt under this Agreement, including for purposes of program review, and Undue Medical Debt acknowledges and understands that records relating to this Agreement and/or the services provided hereunder may be subject to the Kentucky Open Records Act, KRS 61.870 to KRS 61.884. Confidentiality of records shall be maintained to the fullest extent permitted by law.

(g) CLOSE-OUT. The Parties' obligations under this Agreement shall not end until all Project close-out requirements are completed as determined by the mutual agreement of the Parties. Activities during the close-out period shall include but are not limited to making final payments and disposing of Project Funds. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that Undue Medical Debt has control over any Project Funds.

5. **REPORTING AND INVOICING.** Undue Medical Debt agrees to provide the following reports and information, subject to availability of data and compliance with any applicable laws:

(a) REPORTING.

(i) Quarterly Reports. Within sixty (60) days of the conclusion of each quarter, Undue Medical Debt shall submit a report to LFUCG which includes the information contained in this Section 5(a)(i); *provided* that Undue Medical Debt shall have no obligation to share a quarterly report for a quarter during which no 2(i) was abolished.

(A) A narrative summary of Project status during the reporting period;

(B) The amount expended by Undue Medical Debt on the Project during the quarter;

(C) A detailed accounting of Eligible Expenses for which Project Funds are sought during the quarter, including source documentation;

(D) The cumulative total amount of Project Funds reimbursed on the Project since inception;

(E) The amount that has been obligated for spending on the Project but has not been invoiced for reimbursement;

(F) Total number of Project recipients of medical debt relief under the Project (such data shall be categorized by income relative to the FPL, gender, race, ethnicity and ZIP Code); and

(G) Any additional information determined by the mutual agreement of the Parties.

(ii) Final Report. Within ninety (90) days of the conclusion of the term, Undue Medical Debt shall submit a report to LFUCG which includes the following information:

(A) Total number of recipients of medical debt relief under the Project (such data shall be categorized by income relative to the FPL, gender, race, ethnicity and ZIP Code) who participated in the Project;

(B) Total Project Funds disbursed;

(C) Qualitative data from awardees (including recipient testimonials); and

(D) Any additional information determined by the mutual agreement of the Parties

(b) INVOICING AND SOURCE DOCUMENTATION.

(i) Invoicing. Undue Medical Debt shall invoice LFUCG on no less than a quarterly basis for the reimbursement of Eligible Expenses. Invoices are due within forty-five (45) days of the end of the quarter, except for the final invoice, which shall be due within ninety (90) days of the end of the term. The invoice must include all source documentation (including source documentation of subcontractors) evidencing payment of Eligible Expenses set forth on the invoice. LFUCG shall reimburse Undue Medical Debt for all Eligible Expenses. LFUCG will make all reasonable efforts to reimburse all portions of any invoice that is adequately supported by source documentation within thirty (30) days of receipt.

(ii) Source Documentation. Undue Medical Debt shall submit and maintain source documentation, which evidences the basis of the Eligible Expenses incurred and invoiced to LFUCG, as well as the dates and amounts of all expenditures. Examples of source documentation that LFUCG will require to be maintained by Undue Medical Debt and its contractors are as follows:

(A) For labor costs, to the extent applicable, payroll source documentation including: (a) employment letters and all authorizations for rates of pay, benefits, and employee withholdings; or (b) payroll reports from payroll processing companies.

(B) Materials and supplies should be supported by: (a) purchase orders or requisition; (b) invoices from the vendor; (c) original invoices or sales receipts; or (d) other evidence demonstrating payment was made.

(C) Detailed invoices evidencing payment to contractors.

(iii) Undue Medical Debt may request an advance from Project Funds by submitting a Request for Advance of Project Funds in the form set forth in EXHIBIT B. LFUCG shall not unreasonably deny such request for advance payment; *provided*, however, that Undue Medical Debt shall provide as much advance notice as reasonably possible to LFUCG prior to any impending or proposed expenditure of Project Funds by Undue Medical Debt which may result in a Request for Advance of Project Funds.

(c) The Parties agree that, unless required by law, Undue Medical Debt shall have no obligation under this Agreement to disclose the following to LFUCG: (i) any information covered by a non-disclosure agreement, a business associate agreement, or any similar confidentiality agreement, (ii) any protected health information as defined in 45 C.F.R. § 160.103, (iii) any personally identifiable information as defined in 2 C.F.R. § 200.1, (iv) any information that is a trade secret or otherwise proprietary to Undue Medical Debt, or (v) any information that Undue Medical Debt is otherwise prevented from sharing with LFUCG pursuant to law.

6. TERMINATION.

(a) TERMINATION FOR CAUSE.

(i) If a Party commits an Event of Default, then the non-defaulting Party shall deliver a notice of default. The defaulting Party will have thirty (30) days from the date written notice of default is delivered in which to cure such Event of Default; *provided*, however, that if the defaulting Party has commenced to cure within thirty (30) days, is diligently working to effect a cure and the Event of Default is not reasonably capable of being cured within thirty (30) days, the defaulting Party shall have such additional time as is reasonably necessary, as determined by the non-defaulting Party.

If the defaulting Party fails to cure such Event of Default within the applicable cure period, the non-defaulting Party may terminate this Agreement for cause, in whole or in part, by giving written notice to the defaulting Party of such termination and specifying the effective date thereof.

(ii) In the event that the services of Undue Medical Debt are terminated by LFUCG for fault on the part of Undue Medical Debt, Undue Medical Debt shall be paid an amount representing just and equitable compensation for work performed or services rendered and delivered for which it has not already been paid; such amount to be paid shall be determined by the mutual agreement of the Parties.

(b) Subject to Section 6(a)(ii), if in the event of a termination of this Agreement, Undue Medical Debt:

(i) Has incurred Eligible Expenses greater than the amount of Project Funds received, LFUCG shall compensate Undue Medical Debt for the difference between Eligible Expenses incurred and Project Funds received.

(ii) Has received an amount of Project Funds greater than the amount of Eligible Expenses incurred, Undue Medical Debt shall return to LFUCG the difference between Project Funds received and Eligible Expenses incurred.

(c) FORCE MAJEURE. In the event that either Party is unable to perform any of its obligations under this Agreement because of a Force Majeure Event, the Party which has been so affected agrees to give notice as soon as practicable to the other Party and agrees to do everything reasonably within its control to resume performance. Upon receipt of such notice, this Agreement shall be suspended immediately. If the period of nonperformance exceeds ten (10) days from the receipt of notice of the Force Majeure Event, the Party whose ability to perform has not been so affected may terminate this Agreement for convenience by giving written notice to the other Party.

7. NOTICES. All notices shall be delivered in writing and shall be communicated by electronic mail, USPS First Class Mail, fax or overnight courier to the Parties hereto at the addresses set forth below or at such other address as either Party may designate by written notice to the other with five (5) days written notice. Any such notice shall be deemed to be given or made three (3) business days following the date that it is deposited in the United States Post Office or on the day following the delivery to the overnight courier.

(a) To Undue Medical Debt:
Michael Derbes
General Counsel

Undue Medical Debt
28-07 Jackson Avenue, 5th Floor
Long Island City, NY 11101

By email: michael.derbes@unduemedicaldebt.org

To LFUCG:
Lexington-Fayette Urban County Government
Office of Vice Mayor
Attn: Tori Cruz-Falk
200 East Main Street
Lexington, KY 40507
By email: tcruzfalk@lexingtonky.gov

WITH A COPY TO:

Lexington-Fayette Urban County Government
Commissioner of Law
Department of Law
200 East Main Street
Lexington, KY 40507

8. **COMPLIANCE WITH LAWS.** Undue Medical Debt acknowledges that this Agreement is governed by the laws of the Commonwealth of Kentucky and that Undue Medical Debt shall comply with all applicable state and local orders, laws, regulations, rules, policies and certifications governing its performance of this Agreement. Unless specifically waived herein, all LFUCG ordinances, manuals, rules, regulations, or similar requirements of LFUCG applicable to the subject matter of this Agreement shall control.

9. **PROCUREMENT.** Undue Medical Debt is responsible for ensuring that any procurement of goods or services using Project Funds is consistent with the procurement standards set forth in the purchasing policies and regulations of LFUCG related to public procurement, as determined to be applicable by LFUCG.

10. **CONFIDENTIALITY.**

(a) PERSONALLY IDENTIFIABLE INFORMATION. Undue Medical Debt must take reasonable measures to safeguard protected personally identifiable information, as defined in 2 C.F.R. 200.1.

(b) The Parties hereby mutually agree that Undue Medical Debt shall have the right to use any and all data obtained through the performance of this Agreement for the purpose of analyzing the problem of medical debt in the United States, the Commonwealth of Kentucky and in Lexington-Fayette County, Kentucky; *provided* that Undue Medical Debt remains in compliance with its Data Retention and Archiving Policy, which is hereby incorporated as EXHIBIT D, and notifies LFUCG of any material changes to said policy. If any published data analysis utilizes or is based on data obtained through the performance of this Agreement, Undue Medical Debt shall notify LFUCG prior to publication and, if requested by LFUCG, recognize LFUCG's contribution to the data analysis; *provided* that LFUCG's name will not be included in any data analysis or publication without the express written consent of LFUCG.

(c) Undue Medical Debt and LFUCG understand and agree that this Agreement and any related documents may be subject to disclosure, in whole or in part, under the Kentucky Open Records Act, and, to the extent required by law, Undue Medical Debt shall cooperate with any reasonable request by LFUCG to provide assistance with such a request.

11. **INSURANCE.** Undue Medical Debt shall provide and maintain the insurance coverages outlined in its certificate of insurance, set forth in EXHIBIT E, attached hereto and incorporated herein. The insurance coverages shall be effective during the term of this Agreement and any time period following expiration if Undue Medical Debt is required to return and perform any of the services under this Agreement. Undue Medical Debt shall promptly notify LFUCG if any of its insurance coverage are canceled, not renewed, decreased, or otherwise lapse.

12. **LIMITATION OF LIABILITY**. Undue Medical Debt's sole remedy for a breach of this Agreement shall be limited to the amount of Project Funds authorized under this Agreement, less any amount then-expended or then-encumbered. Barring gross negligence or willful misconduct on the part of LFUCG, in no event shall LFUCG be liable to Undue Medical Debt in a cumulative amount greater than the Project Funds authorized ($1,000,000.00).

13. **EXHIBITS.** All exhibits to this Agreement are incorporated as if set out fully. In the event of any inconsistencies or conflict between the language of this Agreement and the exhibits, the language of the exhibits shall control, but only to the extent of the conflict or inconsistency. This Agreement contains the following exhibits:

EXHIBIT A – Scope of Work
EXHIBIT B – Request for Advance of Project Funds
EXHIBIT C – Project Budget
EXHIBIT D – Undue Medical Debt's Data Retention and Archiving Policy
EXHIBIT E – Undue Medical Debt's Insurance Coverage

14. **MISCELLANEOUS.**

(a) COUNTERPARTS. This Agreement may be executed in counterparts, each of which shall be deemed an original. In the event that any signature is delivered via facsimile or by email of a ".pdf" format data file, such signature shall create a valid and binding obligation of such party with the same force and effect as if such facsimile or ".pdf" signature page was an original thereof.

(b) ENTIRE AGREEMENT. This Agreement, including the incorporated recitals and exhibits, constitutes the entire agreement between the Parties and supersedes all prior offers, negotiations, and other agreements concerning the subject matter contained herein. This Agreement cannot be modified or amended except by mutual written agreement of both Parties.

(c) SEPARATE ENTITIES. It is understood and agreed that nothing contained herein is intended or should be construed as in any way affecting the status of the Parties as separate, independent and distinct entities under the laws of the Commonwealth of Kentucky or any other jurisdiction. It is further understood and agreed that nothing herein is intended or should be construed as in any way creating or establishing the relationship of co-partners or joint ventures between the Parties hereto, or as constituting the Parties as representatives of each other for any purpose.

(d) NON-LIABILITY OF PUBLIC OFFICIALS. No official, employee or agent of LFUCG shall be charged personally by Undue Medical Debt or by an assignee or subcontractor with any liability or expenses of defense or be held personally liable under any term or provision of this Agreement.

(e) BINDING EFFECT. This Agreement shall be binding upon, and shall inure to the benefit of, the successors and assigns of the Parties hereto, and neither party shall assign, sublet, or transfer its interests in this Agreement without the written consent of the other party.

(f) INDEMNIFICATION AND HOLD HARMLESS. It is understood and agreed by the Parties that Undue Medical Debt 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 Undue Medical Debt, its contractors, subcontractors, agents, servants, owners, principals, licensees, or assign, in connection with the provision of services as set forth in this Agreement and the performance or failure to perform any services as set forth in this Agreement. Undue Medical Debt shall, to the extent permitted by law, indemnify, save, hold harmless, and defend LFUCG and its elected and appointed officials, employees, agents, and successors in interest from and against any and all liability, damages, and losses, to the extent that such claims expressly relate to the provision of services by Undue Medical Debt as set forth in this Agreement or the failure by Undue Medical Debt to perform services expressly required to be performed as set forth in this Agreement, to the extent that such claims are attributable to the negligent acts, errors, omissions, or willful misconduct of Undue Medical Debt, its contractors, or its subcontractors. Undue Medical Debt shall have no obligation to indemnify LFUCG to the extent that such claims are caused by the negligence or willful misconduct of LFUCG. These provisions shall in no way be limited by any financial responsibility or insurance requirements and shall survive any termination of this Agreement. Undue Medical Debt acknowledges and understands that LFUCG is a political subdivision of the Commonwealth of Kentucky and that LFUCG is unable to provide indemnity or otherwise save, hold harmless, or defend Undue Medical Debt in any manner.

(g) CONSTRUCTION. Any headings of this Agreement are for convenience of reference only and do not define or limit the provisions thereof. Words of any gender shall be deemed and construed to include correlative words of the other genders. Words importing the singular number shall include the plural number and vice versa, unless the context shall otherwise indicate. All references to any person or entity shall be deemed to include any person or entity succeeding to the rights duties, and obligations of such persons or entities in accordance with the terms and conditions of this Agreement.

(h) WAIVER. The failure or delay on the part of Undue Medical Debt or LFUCG to exercise any right, power, or privilege hereunder shall not operate as a waiver thereof. Whenever a Party waives the other Party's performance in any respect or waives a requirement or condition of another Party's performance, the waiver so granted shall only apply to the particular instance and shall not be deemed a waiver forever or for subsequent instances of the performance, requirement or condition. No such waiver shall be construed as a modification of this Agreement regardless of the number of times a Party may have waived the performance, requirement or condition.

(i) SEVERABILITY. If any provision of this Agreement shall be held or made invalid by a court decision, statute or rule, or shall be otherwise rendered invalid, the remainder of this Agreement shall not be affected thereby.

(j) AMENDMENTS. This Agreement may be amended only by a written instrument signed by both Parties. LFUCG may, in their discretion, amend this Agreement to conform with available funding amounts.

(k) GOVERNING LAW AND VENUE. This Agreement shall be governed by and construed under the laws of the Commonwealth of Kentucky. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. Any claim, suit, action, or proceeding brought in connection with this Agreement, including but not limited to actions either for breach of this Agreement or for enforcement of the Agreement, shall be brought in a court of appropriate jurisdiction in

Fayette County in the Commonwealth of Kentucky and each Party hereby irrevocably consents to the personal and subject matter jurisdiction of such court and waives any claim that such court does not constitute a convenient and appropriate venue for such claims, suits, actions or proceedings.

(l) NO THIRD PARTY RIGHTS. Nothing in this Agreement, expressed or implied, is intended to or shall be construed to confer upon or give to any person other than the Parties hereto any right, remedy, or claim under or by reason of such agreement or covenant, condition, or stipulation herein contained. Nothing expressed or mentioned in or to be implied from this Agreement is intended or shall be construed to give to any person other than the Parties hereto any legal or equitable right, remedy, or claim under or in respect to this Agreement.

(m) The execution, delivery, and performance of this Agreement and any documents relating thereto have been duly authorized by all necessary Parties, and this Agreement is enforceable in accordance with its terms. Undue Medical Debt and LFUCG have full power and authority to enter into this Agreement, to execute and deliver all instruments and documents referred to herein, and to consummate the transactions contemplated thereby.

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IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement on the dates hereafter set forth.

MEDICAL DEBT RESOLUTION, INC. D/B/A UNDUE MEDICAL DEBT

By: _____
Allison Sesso
President / CEO

Date: 05/19/2025

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: _____

Date: 6-12-25

EXHIBIT A

SCOPE OF WORK

1. **PROJECT DESCRIPTION AND OBJECTIVES.**

   (a) LFUCG will partner with Undue Medical Debt to purchase and retire the medical debt of Eligible Residents who have been or are currently unable to cover outstanding medical bills because they are experiencing financial hardship.

   (b) Many individuals with medical debt are uninsured or underinsured and are experiencing financial hardship. These debts impose both psychological and financial burdens and may cause people to avoid seeking the health care services that they need. In a number of cases, they may feel lasting impacts due to reduced credit scores, wage garnishment, and property liens. The Project will help thousands of Lexington-Fayette County residents obtain financial stability, improve their health equity, and reduce stress and mental health problems.

   (c) DEFINITIONS. Capitalized terms used in this EXHIBIT A but not defined herein shall have the meaning given to them in the Agreement.

2. **ROLES AND RESPONSIBILITIES.** Undue Medical Debt shall serve as the administrator of the Project and fiscal agent for the Project Funds provided by LFUCG for the Project. Undue Medical Debt shall retain funds to cover its costs as set forth in EXHIBIT C below. Undue Medical Debt shall manage and oversee design and execution, outreach, impact measurement, financial and performance reporting, and monitoring and compliance. LFUCG will provide funding.

3. **WORKPLAN.**

   (a) Establish Project management infrastructure.

      (i) Meet regularly with LFUCG.

      (ii) Develop a mechanism for invoicing LFUCG for Project costs in accordance with Section 5(b) of the Agreement.

      (iii) Report metrics and information based on tools and templates prepared by Undue Medical Debt and reviewed by LFUCG.

   (b) Recruit Providers to sell or donate Qualifying Medical Debt to Undue Medical Debt for Project purposes.

      (i) Enter into business associate agreements and non-disclosure agreements with Providers and third-party debt collectors early in the medical debt acquisition and abolishment process.

      (ii) Share information with LFUCG including the required metrics and the status of the Project; *provided* that the names of Providers and third-party debt collectors that have (and have not) agreed to participate may not be shared unless such Provider or third-party debt collector consents to those disclosures.

   (c) Request and receive patient accounts data files from Providers.

      (i) After entering into business associate agreements and non-disclosure agreements, Undue Medical Debt shall ask Providers to prepare and transmit patient accounts data files for analysis.

      (ii) Data files are transmitted securely via SFTP (SSH File Transfer Protocol) or using other, highly secure methods.

   (d) Request and receive patient accounts data files from commercial debt buyers who have acquired medical debt for Lexington residents for collections purposes.

(e) Analyze patient accounts data files (using proprietary scrubbing processes) to identify Qualifying Medical Debt.

(f) Develop proposals to acquire Qualifying Medical Debt using Undue Medical Debt's standard pricing model.

(g) Use Project Funds to acquire and cancel Qualifying Medical Debt.

(h) Issue letters to notify Eligible Residents that medical debts have been cancelled.

(i) Apply Project Funds to pay for costs to notify individuals that their medical debts have been cancelled.

(ii) Undue Medical Debt shall use its standard form letter to notify Eligible Residents. The letter includes the medical debt balance or balances that have been abolished, the name of the Provider owed, applicable account numbers and dates of service, background on Undue Medical Debt and that the debt cancelation is non-taxable, and other information. The Parties may agree to send a second letter to provide Eligible Residents another opportunity to be notified.

(iii) Undue Medical Debt shall collaborate with LFUCG on the contents of these communications to assure that LFUCG is appropriately acknowledged.

(i) Solicit and collect testimonials from Eligible Residents who have had their medical debts cancelled.

(j) Support marketing and outreach in collaboration with LFUCG communications team.

(k) Undue Medical Debt shall provide reports and information pursuant to Section 5 of the Agreement. If LFUCG has an online platform where Undue Medical Debt should submit the reporting or invoicing described in Section 5 of the Agreement, Undue Medical Debt shall use such platform; *provided* that if, after a good faith effort to use the platform, Undue Medical Debt determines that it is inadequate, Undue Medical Debt may provide reporting and invoicing through other means including, without limitation, email.

4. PROJECT BUDGET.

(a) Under this Agreement, Undue Medical Debt shall receive Project Funds and use them to acquire portfolios of medical debt, to analyze those portfolios for Qualifying Medical Debt, to mail letters to recipients of debt relief advising them that certain medical debts have been cancelled, to fund Project administration and technology costs, to fund indirect costs (at fifteen percent (15%) of direct costs), and for other expenses associated with the Agreement. Undue Medical Debt is the sole recipient of the funds and as fiscal agent will use the funds to purchase Qualifying Medical Debt from Providers and for the other identified purposes.

(b) Undue Medical Debt may, via a deviation allowance or a series of deviation allowances, modify an established budget category by $10,000 or 15% (an "***Acceptable Deviation***"), whichever is greater, without approval of LFUCG; *provided* that Undue Medical Debt may not adjust any budget category over the term of the Agreement by an amount that exceeds the Acceptable Deviation, regardless of whether such deviation was made all at once or cumulatively, without the approval of LFUCG. This deviation allowance does not authorize new categories not shown in EXHIBIT C. Further, any adjustment to the total amount of this Agreement must be made in writing and executed by all Parties through an amendment to this Agreement before the modifications can be implemented.

5. MARKETING AND COMMUNICATION.

(a) The Parties hereby agree to use all commercially reasonable efforts to coordinate with each other prior to discussing the Project or the other Party publicly. Further, neither Party shall issue any press release, flyer, advertisement or any other pre-planned public statement

regarding the Project or the other Party, including for the avoidance of doubt, statements to the press where the Party has time to prepare its statements or responses, without the other Party's approval.

(b) LFUCG has adopted CAO Policy 57: Branding, Graphic and Logo Standards that requires approval for any third-party use of any official LFUCG logo or seal. Undue Medical Debt shall comply with that policy and seek advance approval in writing for any intended use of any official LFUCG logo or seal, and LFUCG shall likewise seek advance written approval for any use of Undue Medical Debt's logo on any publicity materials related to the Project. Letters sent by Undue Medical Debt to beneficiaries for the Project will describe LFUCG's involvement and financial support, but shall not state or represent that the financial support or involvement by identifying any individual member of the Urban County Council by name, but may only represent that the financial support was provided by the Lexington-Fayette Urban County Government.

EXHIBIT B

REQUEST FOR ADVANCE OF PROJECT FUNDS

The following form affords organizations in need of an advance of funds to request them from LFUCG to perform Project activities. The information should be provided by Undue Medical Debt and shared with LFUCG. The information below is required before an advance of funds can be initiated.

Sample Advance Form:

Undue Medical Debt Name:	
Project Title:	
Amount Requested	
$ Amount Requested:	% of Current Year Budget:
Description of Activities:	
Documentation of Need	
Certifications	
I certify that the advanced funds will only be used for costs applicable to the Project herein. I certify that I have the authority to submit this request on behalf of the organization I represent. Any misuse of funds could result in the termination of the Agreement and will require the organization to refund LFUCG in those amounts. Any advanced funds not yet spent for authorized work by Undue Medical Debt shall be promptly returned to LFUCG within sixty (60) days of termination.	
Undue Medical Debt Contact Information	
Name:	Title:
Signature:	Date:
LFUCG Signatory Information	
LFUCG Representative Name:	
LFUCG Representative / Approver Signature:	
Date Signed:	

EXHIBIT C

PROJECT BUDGET

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UNDUE
Medical Debt

GRANT BUDGET

PROJECT INFORMATION

Project Title	Lexington Medical Debt Relief Initiative
Grantee Name	Undue Medical Debt
Grantee Address	28-07 Jackson Ave Fl 5
	Long Island City, NY 11101
Unique Entity ID	PLLQDMP3KLM5
EIN	47-1442997
Project Start Date	2025-01-01
Project End Date	2027-12-31
Program Indirect Rate	15%

SUMMARY BUDGET

	Expense Category		Year 1	Year 2	Year 3		Total Budget
A	Debt Abolishment Costs	$	220,457	221,222	222,018	$	663,697
B	Personnel Costs		58,450	60,788	63,219		182,457
C	Program Contractual Services		7,500	7,800	8,112		23,412
D	Other Direct Costs		-	-	-		-
E	Indirect Costs		42,961	43,471	44,002		130,435
	TOTAL	$	329,367	333,281	337,352	$	1,000,000

UNDUE Medical Debt

GRANT BUDGET

BUDGET DETAIL - DEBT ABOLISHMENT COSTS

A-i DEBT PURCHASING

Estimated Purchase Price	$	603,956.58
Accounts		75,119
Individuals helped		32,240
Total face value of debt abolished	$	90,142,773

Portfolio Assumptions	
Average account balance	$ 1,200.00
Median purchase price	0.67%
Average accounts per individual	2.33

A-ii ANALYTICAL DATA

Total Analytical Data Costs	$	8,051.23
Analytical Data Costs Year 1	$	2,579.20
Analytical Data Costs Year 2	$	2,682.37
Analytical Data Costs Year 3	$	2,789.66

Rate sheet	
Fee per Individual Yr 1	0.24
Fee per Individual Yr 2	0.2496
Fee per Individual Yr 3	0.259584

A-iii MAILING COSTS

Total Mailing Costs	$	51,688.90
Mailing Costs Year 1		16,558.46
Mailing Costs Year 2		17,220.80
Mailing Costs Year 3		17,909.63

Mailing Assumptions	
Total Individuals Year 1	19,344
Total Individuals Year 2	19,344
Total Individuals Year 3	19,344
Second Round Mailing?	Yes
Mailing Success Rate	90%

Rate sheet		
Fee per Individual Yr 1	$	0.856
Envelope		0.04
Page 1 Color		0.696
Page 2 Color		0.12
Fee per Individual Yr 2	$	0.890
Fee per Individual Yr 3	$	0.926

UNDUE
Medical Debt

GRANT BUDGET

BUDGET DETAIL - PERSONNEL

Bi PERSONNEL

Role	Name	Pctg Alloc	Hrs/Wk	Gross Salary	Tot Salary Alloc	Alloc Yr 1	Alloc Yr 2	Alloc Yr 3
Dir, Provider Partnerships	Accardo, Kristen	1.5%	0.6					
ETL Developer	Ahuja, Alok	1.0%	0.4					
Dir, Debt Acquisition	Burroughs, Mikel	1.0%	0.4					
COO	Consul, Ravneeta	1.0%	0.4					
General Counsel	Derbes, Michael	1.0%	0.4					
AVP Analytics	Dougherty, Emily	1.0%	0.4					
Debt Ops Mgmt	HIRING	1.0%	0.4					
Accounting Manager	Henze, Ashton	1.5%	0.6					
Beneficiary Liaison	Jarrell, Sarah	1.5%	0.6					
VP Finance	Knauerova, Jana	1.5%	0.6					
VP Provider Relations	Lande, Ruth	1.5%	0.6					
Grant Manager	Legaspi, Joseph	1.0%	0.4					
Program Manager	McDermott, Jessica	1.0%	0.4					
Provider Partnerships Mgr	Messchi, Sanam	1.5%	0.6					
Business Process Mgr	Nieuwkerk, Willem	1.5%	0.6					
VP Info Sys	Reynolds, David	1.0%	0.4					
Constituent Manager	Salvagno, Camila	1.5%	0.6					
CEO	Sesso, Allison	1.0%	0.4					
Jr Data Analyst	Shah, Vishal	1.0%	0.4					
VP Govt Affairs	Story, Courtney Werpy	1.5%	0.6					
Dir, Debt Acquisition	Toth, Michael	1.5%	0.6					
AVP, Provider Partnerships	Zinda, Beth	2%	0.8					
AD, Debt Acquisition	Hiring	2%	0.6					
Govt Initiatives Mgr	Hiring	1.0%	0.4					
Total					141,424	45,305	47,117	49,002

UNDUE
Medical Debt

GRANT BUDGET

BUDGET DETAIL - FRINGE

Bii FRINGE BENEFITS

Role	Name	Pctg Alloc	Hrs/Wk	Total Fringe	Tot Fringe Alloc	Alloc Yr 1	Alloc Yr 2	Alloc Yr 3
Dir, Provider Partnerships	Accardo, Kristen	1.5%	0.6					
ETL Developer	Ahuja, Alok	1.0%	0.4					
Dir, Debt Acquisition	Burroughs, Mikel	1.0%	0.4					
COO	Consul, Ravneeta	1.0%	0.4					
General Counsel	Derbes, Michael	1.0%	0.4					
AVP Analytics	Dougherty, Emily	1.0%	0.4					
Debt Ops Mgmt	HIRING	1.0%	0.4					
Accounting Manager	Henze, Ashton	1.5%	0.6					
Beneficiary Liaison	Jarrell, Sarah	1.5%	0.6					
VP Finance	Knauerova, Jana	1.5%	0.6					
VP Provider Relations	Lande, Ruth	1.5%	0.6					
Grant Manager	Legaspi, Joseph	1.0%	0.4					
Program Manager	McDermott, Jessica	1.0%	0.4					
Provider Partnerships Mgr	Messchi, Sanam	1.5%	0.6					
Business Process Mgr	Nieuwkerk, Willem	1.5%	0.6					
VP Info Sys	Reynolds, David	1.0%	0.4					
Constituent Manager	Salvagno, Camila	1.5%	0.6					
CEO	Sesso, Allison	1.0%	0.4					
Jr Data Analyst	Shah, Vishal	1.0%	0.4					
VP Govt Affairs	Story, Courtney Werpy	1.5%	0.6					
Dir, Debt Acquisition	Toth, Michael	1.5%	0.6					
AVP, Provider Partnerships	Zinda, Beth	2.0%	0.8					
AD, Debt Acquisition	Hiring	1.5%	0.6					
Govt Initiatives Mgr	Hiring	1.0%	0.4					
Total						13,145	13,670	14,217

UNDUE
Medical Debt

GRANT BUDGET

BUDGET DETAIL - CONTRACTUAL SERVICES

C CONSULTANTS

Contractor Name	Role	Annual Comp	Pctg Alloc		TOTAL	Alloc Yr 1	Alloc Yr 2	Alloc Yr 3
External Legal Counsel	Provider Agreements	250,000.00	3.0%	$	23,412.00	7,500.00	7,800.00	8,112.00
	TOTAL				23412	7,500	7,800	8,112

UNDUE
Medical Debt

GRANT BUDGET

EXPENSE NARRATIVE

A DEBT ABOLISHMENT COSTS

Debt Abolishment Costs include the following:

1) Medical debt portfolio costs are costs of purchases from hospital/provider partners or from the secondary debt market. Pricing is determined based on the age of accounts contained within each portfolio. Every individual whose debt is included in each portfolio must undergo a qualification and ID verification process.This direct cost to the program is specifically calculated in order to estimate the amount to purchase debt from trading/hospital partners and the secondary debt market. Costs are apportioned from the total estimated purchase price, which is based on the assumption that we will be able to source debt with the face value/open balance amount containing approximate number of accounts owed by the specified number of individuals at an average purchase price factor of 0.67%.

2) Analytical Data costs - This direct cost is for data anaysys specific only to the beneficiaries of this grant. Analytical data charges are fees paid in order for us to be able to qualify, identify, and report on all of the individuals helped form this grant.

3) Mailing costs - This direct cost is only for the mailing expenses for letters to the beneficiaries of this grant.

Bi PERSONNEL

These direct costs reflect the time and effort that each of our staff will expend for activities soley for this grant's debt abolishment initiative, according to the number of hours specified for each individual on Tab D "Bi - Personnel", which also incldue salary and related information. Below are explanations of duties by position and area of expertise.

Area	Title	Duties
Debt Acquisition	Debt Operations Manager	Administrative management of all debt acquisition initiatives. Monitor progress, follow up on, maintain salesforce database.
	Director Debt Acquisition	Containing all pipeline data. Key contract negotiation and management. Purchase management.
	VP Provider Relations	Debt acquisition, revenue cycle leader.
	Business Process Manager	Conducts debt analysis as part of the debt acquisition effort. Prepares analytical reports.
	Associate VP of Provider Relations	Lead, develop, and execute strategies to oversee the life cycyle of debts acquired.
	Sr Dir Debt Acquisition	Establish and develop provider leads, maintain relationships.
Communications	VP Communications	Public relations matters and general communications related to the grant activities or related partners.
	Communications Manager	General communications related to the grant.
Data Analysis & Debt Relief Svcs	VP Info Systems	Leads a team of engineers to build and maintain functionality to enable to enable government debt abolishment work which is often specific and requires ad-hoc
	Info Systems Staff	Various staff perform Debt Engine support and debt analysis.
	ETL Manager	Debt portfolio processing including qualification and preparation for abolishment.
	Data Analyst	Debt portfolio analysis and reporting.
	Program Manager, Constituent Svcs	Receives, collects, and analyzes feedback from debt relief recipients. Tailors questions to each grant to gather and performs one-on-one interviews with select constituents, and conducts qualitative analysis from collected data.
	Constituent Liaison	Along with Program Manager, Constituent Services supports the analysis of feedback from debt relief recipients and engages in communications strategies and other outreach efforts related to the grant.
Grant Mgmt & Administration	Grant Manager	Monitoring grant deliverables and ensuring compliance. Reporting and other work related to the project.
	Accounting Manager	Supports financial-level grant management and expense reporting.
	Government Relationship Manager	Lead for government initiatives.
	CEO & President	High level oversight for the grant and the government relationship.
	VP, Public Policy	Policy expert, government affairs leader.
	COO	High level oversight for the grant process.

UNDUE
Medical Debt

GRANT BUDGET

	VP, Finance & Administration	Authorized organization financial representative for key grant submissions, high-level grant management, reporting, compliance, deliverables and single audit.
	General Counsel	Hospital agreement reviews, grant compliance with various laws and regulations.

BII FRINGE

Fringe benefit rates have been itemized for each personnel on the program in Tab D "Bii - Fringe".
These costs include payroll taxes and benefit contributions such as medical and other insurances, retirement account contributions, and other fringe benefits.

C PROGRAM CONTRACTUAL SERVICES

Professional services needed for the program work. These may include software & systems analysis, legal, or other contractual services furthering the program/grant.

D OTHER DIRECT COSTS

This includes all other expenses identified as necessary and to be used specifically to operate this program; namely costs to support the debt acquisition and relief work such as software (reporting platform/software, debt engline amortization, SOC2 compliance software and tools, debt acquisiton/hospital database access, mailing service provider platform fees, cyber insurance necessary for partnering with hospitals and managing PIIs, and travel costs related specifically to the grant's activities.)

E INDIRECT COSTS

These items below benefit ALL our programs and cannot be readily identified to this grant or any other specific program or activity. These costs are necessary for the operations of Undue Medical Debt and support the performance on the grant. We have applied 15% to the direct costs above to determine the aggreggate amount.
Indirect cost expenses include general accounting and auditing costs, general legal support, general software and hardware costs, digital marketing, professional fees, general insurance, office expenses, merchant account fees, training, travel, technology, depreciation and amortization.

EXHIBIT D

UNDUE MEDICAL DEBT'S DATA RETENTION AND ARCHIVING POLICY

Data Retention

Undue Medical Debt ("***Undue***") shall maintain complete, accurate, and high-quality records in compliance with state and federal laws and guidance. Beneficiary records are to be retained for a period of ten years unless longer retention is required for contractual, legal, or regulatory requirements. Records that are no longer required, or have satisfied their required periods of retention, shall be destroyed or archived by Undue in a manner consistent with this Policy.

Certain disposable information may be discarded or deleted at the discretion of the user once it has served its temporary useful purpose or because it is not a "record" required to be maintained pursuant to this Policy. Examples may include:

- Duplicates of originals that have not been annotated,
- Preliminary drafts of letters, memoranda, reports, worksheets, and informal notes that do not represent significant steps or decisions in the preparation of an official "record."

Data & Device Disposal

Undue shall ensure that all restricted and confidential data is securely deleted from company devices prior to, or at the time of, disposal.

Confidential and Restricted hardcopy materials shall be shredded or otherwise disposed of using a secure method.

Personally identifiable information (PII) shall be collected, used and retained for ten years from the year of debt abolishment. Then the PII will be deidentified before archival following the guidance provided by the U.S. Department of Health and Human Services. Undue policy refers to the "Guidance Regarding Methods for De-identification of Protected Health Information in Accordance with the Health Insurance Portability and Accountability Act (HIPAA) Privacy Rule." The Privacy rule provides two methods by which health information can be designated as de-identified. Undue uses the "Safe Harbor" method. The following identifiers which are part of what Undue collects will be removed from the beneficiary data before the remaining data is archived:

- Names
- Addresses (The first three digits of a zip code are retained if the total population with zip codes with those three digits is over 20,000)
- All elements of dates including admission date, discharge date, death date and date of birth (years are retained)
- Telephone numbers
- Vehicle identifiers and serial numbers, including license plate numbers
- Fax numbers
- Device identifiers and serial numbers
- Email addresses
- Social security numbers (last four digits are retained)
- Medical record numbers
- Health plan beneficiary numbers
- Account numbers
- Certificate/license numbers

PII shall be securely deleted and disposed in accordance with company policy, contractual commitments and all relevant laws and regulations.

Archived Data

Deidentified PII would be archived and stored in secure location for a period of fifteen years. This timeline is determined by guidance provided by NIH Policy for Data Management and Sharing along with guidelines shared by universities interested in collaborating with Undue for research in this space. The first ten years is to conduct the research and then it is recommended that we retain this deidentified data for a period of 5 years after the year of publication. The following is a sample of the type of deidentified PII that would be archived:

- Year of birth
- Sex
- Race
- Ethnicity
- Marital status
- The first three digits of a zip code are retained if the total population with zip codes with those three digits is over 20,000
- Admission year
- Discharge year
- Year of death
- Insurance type
- Bankruptcy type
- Estimated household income
- Estimated household size
- Provider type

The retained data will not be sold. This is meant for research purposes only. After this archival period, the data will be deleted from Undue's archives.

Annual Data Review

The COO of Undue shall ensure that records and record storage systems are reviewed no less frequently than annually and that records are stored or destroyed in conformance with this Policy.

Legal Requirements

Under certain circumstances, Undue may become subject to legal proceedings requiring retention of data associated with legal holds, lawsuits, or other matters as stipulated by Undue's legal counsel. Such records and information are exempt from any other requirements specified within this Data Management Policy and are to be retained in accordance with requirements identified by the Legal department. All such holds and special retention requirements are subject to annual review with Undue's legal counsel to evaluate continuing requirements and scope. Destruction of records relating to litigation or governmental investigations may constitute a criminal offense.

EXHIBIT E

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/5/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Newfront Insurance Services 777 Mariners Island Blvd Suite 250 San Mateo, CA 94404 www.newfront.com	CONTACT NAME: Cert Request PHONE (A/C, No, Ext): 650-488-8565 FAX (A/C, No): E-MAIL ADDRESS: TechCertRequest@newfront.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Hartford Underwriters Insurance Company	30104
	INSURER B : Gemini Insurance Company	10833
	INSURER C :	
	INSURER D : Palomar Excess and Surplus Insurance Co	16754
	INSURER E : Landmark American Insurance Company	33138
	INSURER F :	
INSURED Medical Debt Resolution, Inc. Undue Medical Debt 2807 Jackson Ave Fl 5 Long Island City NY 11101		

COVERAGES **CERTIFICATE NUMBER:** 82919981 **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	✓ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☑ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☑ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:			57SBAAT6EKM	10/1/2024	10/1/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☑ HIRED AUTOS ONLY ☑ NON-OWNED AUTOS ONLY			57SBAAT6EKM	10/1/2024	10/1/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	☐ UMBRELLA LIAB ☑ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☑ RETENTION $ 10,000			57SBAAT6EKM	10/1/2024	10/1/2025	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
B	Professional Liability			VNPL017176	10/1/2024	10/1/2025	$1,000,000 each Claim/$3,000,000 Agg	
D	Cyber			PLM-CB-SETADEUD3-003	10/1/2024	10/1/2025	Agg: $5,000,000	
E	1st Excess Cyber			LHZ861565	10/1/2024	10/1/2025	Agg: $5,000,000 XS $5,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

For Informational Purposes Only

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

Rod Sockolov

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RESOLUTION NO. 264 - 2025

A RESOLUTION ESTABLISHING MEDICAL DEBT RESOLUTION, INC. D/B/A UNDUE MEDICAL DEBT AS A SOLE SOURCE PROVIDER FOR THE MEDICAL DEBT RELIEF INITIATIVE FOR THE URBAN COUNTY COUNCIL, AND AUTHORIZING THE MAYOR'S DESIGNEE TO EXECUTE AN AGREEMENT WITH MEDICAL DEBT RESOLUTION, INC. D/B/A UNDUE MEDICAL DEBT, FOR PROCUREMENT OF SERVICES RELATING TO THE ABOLISHMENT OF QUALIFYING MEDICAL DEBT FOR ELIGIBLE LEXINGTON-FAYETTE COUNTY RESIDENTS, AT A COST NOT TO EXCEED $1,000,000.00, AND FURTHER AUTHORIZING AND DIRECTING THE OFFICE OF CHIEF ADMINISTRATIVE OFFICER TO REPORT TO COUNCIL IN SIX MONTHS AND TO TAKE ANY OTHER NECESSARY ACTIONS TO EFFECTUATE THIS AGREEMENT.

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

Section 1 – That Medical Debt Resolution, Inc. d/b/a Undue Medical Debt, be and hereby is established as a sole source provider for the Medical Debt Relief Initiative for the Urban County Council.

Section 2 – That the Mayor's designee be and hereby is authorized and directed to execute the agreement with Medical Debt Resolution, Inc. d/b/a Undue Medical Debt, which is attached hereto and incorporated herein by reference, for procurement of services relating to the abolishment of qualifying medical debt for eligible Lexington-Fayette County residents, and the Office of Chief Administrative Officer be and hereby is authorized and directed to report to the Urban County Council in six months and to take any other necessary actions to effectuate this agreement.

Section 3 – That an amount, not to exceed the sum of $1,000,000.00, be and hereby is approved for payment to Medical Debt Resolution, Inc. d/b/a Undue Medical Debt, from account # 1101 – 155001 – 71299, pursuant to the terms of the agreement.

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

PASSED URBAN COUNTY COUNCIL: June 12, 2025

_____
MAYOR

ATTEST:

_____
CLERK OF URBAN COUNTY COUNCIL
501-25:MSC:4923-4677-8437, v. 2

Lexington-Fayette County

LINDA GORTON
MAYOR

June 13, 2025

I, Mayor Linda Gorton, am not comfortable entering into this agreement given the significant amount of the monies that will not be used for the relief of the medical debt (specifically, that one-third or more of the $1 million expenditure will fund indirect administrative costs rather than provide direct relief, a ratio that far exceeds other non-profit organizations operating in our community).

Given the magnitude of the administrative costs and the questionable overall benefit these expenditures may have for the residents of Fayette County, I have instructed the Council Clerk to withhold my signature from this resolution.

Linda Gorton

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0502-25

File ID:	0502-25	**Type:**	Resolution	**Status:**	Approved
Version:	1	**Contract #:**		**In Control:**	Urban County Council
				File Created:	05/14/2025
File Name:	Conscious Consulting RFP #13-2025 Gun Violence Campaign			**Final Action:**	06/12/2025

Title: A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute a Purchase of Service Agreement with Conscious Consulting LLC, pursuant to RFP No. 13-2025, for a city-wide gun violence prevention campaign, at a cost not to exceed $40,000. [Dept. of Social Services, Allen-Bryant]

Notes:

Sponsors:

Enactment Date: 06/12/2025

Attachments: 0506-25 Bluesheet Memo Conscious Consulting Gun Violence Campaign RFP 13-2025, Gun Violence Prevention Campaign RFP PSA & Exhibits, RESO 0502-25 Gun Violence Prevention Campaign 4922-8918-4581 v.1.docx, R-265-2025

Enactment Number: R-265-2025

Deed #:

Hearing Date:

Drafter: Theresa Maynard

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	05/27/2025	Approved and Referred to Docket	Urban County Council	05/29/2025		Pass
1	Urban County Council	05/29/2025	Received First Reading	Urban County Council	06/12/2025		
1	Urban County Council	06/12/2025	Approved				Pass

Text of Legislative File 0502-25

Title

A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute a Purchase of Service Agreement with Conscious Consulting LLC, pursuant to RFP No. 13-2025, for a city-wide gun violence prevention campaign, at a cost not to exceed $40,000. [Dept. of Social Services, Allen-Bryant]

Summary

Authorization to accept the proposal from Conscious Consulting (RFP-13-2025) for a city-wide gun violence campaign to build on the existing city-wide gun violence prevention “It Counts” initiative for a period of one year, at a cost not to exceed $40,000. Funds are Budgeted using funds allocated from the FY 2024 fund balance. (L0502-25) (Maynard/Allen-Bryant)

Budgetary Implications: Yes
Advance Document Review:
Law: Gabriel Thatcher 4/29/25
Risk Management: N/A
Fully Budgeted [select]: YES
Account Number:
1101-606101-6001-71204 $40,000

This Fiscal Year Impact: Not to exceed $40,000
Annual Impact: N/A
Project:
Activity:
Budget Reference:
Current Balance: $73,500.00

MAYOR LINDA GORTON

LEXINGTON

KACY-ALLEN BRYANT
COMMISSIONER
SOCIAL SERVICES

TO: Mayor Linda Gorton
Honorable Members, Urban County Council

FROM: _____
Kacy Allen-Bryant, Commissioner of Social Services

DATE: May 15, 2025

SUBJECT: Conscious Consulting RFP #13-2025 Gun Violence Campaign

---

Request:

Request Council authorization to accept the proposal from Conscious Consulting in response to RFP-13-2025 for a city-wide gun violence campaign not to exceed a cost of $40,000 using funds allocated from the FY 2024 fund balance.

Why Are You Requesting?

For video and audio production materials to build on the existing city-wide gun violence prevention "It Counts" initiative, targeted specifically to Lexington, which will include local identity and leaders. The initiative educates residents about gun violence and models conversations and actions to help prevent gun violence in our community.

The term of the agreement is for twelve months, beginning in June 2025 and will be effective through May 2026. This Agreement may be terminated by either party with 30 days written notice.

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

$40,000 for FY25. No future costs anticipated.

Are the funds budgeted?

Yes, in 1101-606101-6001-71204.

File Number: 0502-25

Director/Commissioner: Theresa Maynard / Kacy Allen-Bryant

PURCHASE OF SERVICE AGREEMENT

THIS PURCHASE OF SERVICE AGREEMENT ("the Agreement"), made and entered into on the ____12__ day of ____May__ 2025 (the "Effective Date"), by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the COMMONWEALTH OF KENTUCKY created pursuant to KRS Chapter 67A (the "LFUCG"), 200 East Main Street, Lexington, Kentucky 40507, on behalf of its Department of Social Services, and **CONSCIOUS CONSULTING, LLC** a Kentucky limited liability company (the "Organization"), whose address is 236 Jefferson Street, Suite 200, Lexington, Kentucky 40508.

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 the Effective Date and shall be for an initial term of twelve (12) months, unless terminated by either party at an earlier time. Upon mutual written agreement, the parties may renew this Agreement for successive periods of twelve (12) months each.

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 No. 13-2025
b. Exhibit "B" – Organization's Response to RFP No. 13-2025

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").

4. PAYMENT. LFUCG shall pay Organization a total amount not to exceed Forty Thousand Dollars and 00/100 Cents ($40,000.00) for the performance of the Services. Payments shall be made quarterly for expenditures the Organization actually incurred, only after receipt of quarterly 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. The parties may terminate this Agreement for any reason whatsoever by providing the other party 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. In the event Organization terminates 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 in accordance with Exhibit "A".

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. 13-2025 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. ACCESS. Organization shall allow LFUCG any necessary reasonable access to monitor its performance under this Agreement.

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

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

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

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

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

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

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

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

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

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

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

For Organization:

Conscious Consulting, LLC
236 Jefferson Street, Suite 200
Lexington, Kentucky 40508Address
Attn: Lillie Ruschell, Owner

For Government:

Lexington-Fayette Urban County Government
200 East Main Street
Lexington, Kentucky 40507
Attn: Theresa Maynard, Senior Administrative Officer,

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

SUPPLIER

BY: _____
NAME
Conscious Consulting LLC

ATTEST: _____ [sign name]

WITNESS: Abigail Oldham [print name]

DATE: 05/13/2025

LIST OF EXHIBITS TO BE ATTACHED TO THIS AGREEMENT

EXHIBIT "A"

RFP No. 13-2025

EXHIBIT "B"

Organization's Response to RFP No. 13-2025

Lexington-Fayette
Urban County Government

Request for Proposals

The Lexington-Fayette Urban County Government hereby requests proposals for **RFP #13-2025 Gun Violence Prevention Campaign** 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 **April 23, 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 one hundred twenty (120) calendar days.

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

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

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

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

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

Laws and Regulations

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

Equal Employment Opportunity

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

Kentucky Equal Employment Opportunity Act

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

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

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, or national origin;

(2) The contractor will state in all solicitations or advertisements for employees placed by or on behalf of the contractors that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, or national origin;

(3) The contractor will post notices in conspicuous places, available to employees and applicants for employment, setting forth the provision of the nondiscrimination clauses required by this section; and

(4) The contractor will send a notice to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding advising the labor union or workers'

representative of the contractor's commitments under the nondiscrimination clauses."

The Act further provides:

"KRS 45.610. Hiring minorities -- Information required

(1) For the length of the contract, each contractor shall hire minorities from other sources within the drawing area, should the union with which he has collective bargaining agreements be unwilling to supply sufficient minorities to satisfy the agreed upon goals and timetables.

(2) Each contractor shall, for the length of the contract, furnish such information as required by KRS 45.560 to KRS 45.640 and by such rules, regulations and orders issued pursuant thereto and will permit access to all books and records pertaining to his employment practices and work sites by the contracting agency and the department for purposes of investigation to ascertain compliance with KRS 45.560 to 45.640 and such rules, regulations and orders issued pursuant thereto.

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

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

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

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

KRS 45.630 Termination of existing employee not required, when

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

KRS 45.640 Minimum skills

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

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

LFUCG Non-Appropriation Clause

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

In the event that public funds are unavailable and not appropriated for the performance of the LFUCG's obligations under this contract, then this contract shall automatically expire without penalty to the LFUCG thirty (30) days after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the LFUCG shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this contract, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations.

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

Contention Process

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

Notice of contention with the RFP process must be filed within 3 business days of the bid/proposal opening by (1) sending a written notice, including sufficient documentation to support contention, to the Director of the Division of Procurement or (2) submitting a written request for a meeting with the Director of Procurement to explain his/her

contention with the RFP process. After consulting with the Commissioner of Finance the Chief Administrative Officer and reviewing the documentation and/or hearing the vendor, the Director of Procurement shall promptly respond in writing findings as to the compliance with RFP processes. If, based on this review, a RFP process irregularity is deemed to have occurred the Director of Procurement will consult with the Commissioner of Finance, the Chief Administrative Officer and the Department of Law as to the appropriate remedy.

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

SELECTION CRITERIA:

See page 38 for complete criteria.

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.

The LFUCG reserves the right to request clarification of any proposal from prospective vendors, or to interview any vendor to further discuss their submitted proposal. The LFUCG further reserves the right to select more than one vendor as a preliminary finalist that will be required to make an oral presentation to the LFUCG. The LFUCG reserves the right to amend its final scoring of the proposals based upon information provided during such a presentation as long as the proposal does not materially differ from the written proposal submitted by the vendor.

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

Affirmative Action Plan

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

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

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

Director, Division of 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 Procurement, (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 Procurement to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.

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

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

Continued on next page

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

Further, Affiant sayeth naught.

_____

STATE OF _____

COUNTY OF _____

The foregoing instrument was subscribed, sworn to and acknowledged before me by _____ on this the _____ day of _____, 20__.

My Commission expires: _____

_____
NOTARY PUBLIC, STATE AT LARGE

EQUAL OPPORTUNITY AGREEMENT

Standard Title VI Assurance

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

The Law

- Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.

- Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment discrimination by contractor and sub-contractor doing business with the Federal Government or recipients of Federal funds. This order was later amended by Executive Order No. 11375 to prohibit discrimination on the basis of sex.

- Section 503 of the Rehabilitation Act of 1973 states:

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

- Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal contracts.

- Section 206(A) of Executive Order 12086, Consolidation of Contract Compliance Functions for Equal Employment Opportunity, states:

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

****

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

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

Bidders

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

_____ _____

Signature *Name of Business*

WORKFORCE ANALYSIS FORM

Name of Organization: _____

Categories	**Total**	White (Not Hispanic or Latino)		Hispanic or Latino		Black or African-American (Not Hispanic or Latino		Native Hawaiian and Other Pacific Islander (Not Hispanic or		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																	
Supervisors																	
Foremen																	
Technicians																	
Protective																	
Para-																	
Office/Clerical																	
Skilled Craft																	
Service/Mainten																	
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 MWDBE and VETERAN OWNED SMALL BUSINESS 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.

ATTACHMENT A – SMALL AND DISADVANTAGED, MINORITY-, WOMEN-, AND VETERAN-OWNED BUSINESS OUTREACH PLAN

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

RISK MANAGEMENT PROVISIONS
INSURANCE AND INDEMNIFICATION

INDEMNIFICATION AND HOLD HARMLESS PROVISION

(1) It is understood and agreed by the parties that Contractor hereby assumes the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of Contractor or its employees, agents, servants, owners, principals, licensees, assigns or subcontractors of any tier (hereinafter "CONTRACTOR") under or in connection with this agreement and/or the provision of goods or services and the performance or failure to perform any work required thereby.

(2) CONTRACTOR shall indemnify, save, hold harmless and defend the Lexington-Fayette Urban County Government and its elected and appointed officials, employees, agents, volunteers, and successors in interest (hereinafter "LFUCG") from and against all liability, damages, and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, from or by CONTRACTOR's performance or breach of the agreement and/or the provision of goods or services provided that: (a) it is attributable to personal injury, bodily injury, sickness, or death, or to injury to or destruction of property (including the loss of use resulting therefrom), or to or from the negligent acts, errors or omissions or willful misconduct of the CONTRACTOR; and (b) not caused solely by the active negligence or willful misconduct of LFUCG.

(3) In the event LFUCG is alleged to be liable based upon the above, CONTRACTOR shall defend such allegations and shall bear all costs, fees and expenses of such defense, including but not limited to, all reasonable attorneys' fees and expenses, court costs, and expert witness fees and expenses, using attorneys approved in writing by LFUCG, which approval shall not be unreasonably withheld.

(4) These provisions shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this agreement.

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

(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
Worker's Compensation	Statutory
Employer's Liability	$100,000
Professional Liability	$1 million per occurrence

The policies above shall contain the following conditions:

a. All Certificates of Insurance forms used by the insurance carrier shall be properly filed and approved by the Department of Insurance for the Commonwealth of Kentucky (DOI). LFUCG shall be named as an additional insured in the General Liability Policy

and Commercial Automobile Liability Policy using the Kentucky DOI approved forms.

b. The General Liability Policy shall be primary to any insurance or self-insurance retained by LFUCG.

c. The General Liability Policy shall include Premises and Operations coverage unless it is deemed not to apply by LFUCG.

d. The General Liability Policy shall include Employment Practices Liability coverage or an endorsement in a minimum amount of $1 million unless it is deemed not to apply by LFUCG.

e. The Policy shall include Umbrella/Excess Liability coverage in the amount of $1 million per occurrence, $1 million aggregate, unless it is deemed not to apply by LFUCG.

f. LFUCG shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.

g. Said coverage shall be written by insurers acceptable to LFUCG and shall be in a form acceptable to LFUCG. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

Renewals

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

Deductibles and Self-Insured Programs

IF YOU INTEND TO SUBMIT A SELF-INSURANCE PLAN IT MUST BE FORWARDED TO LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, DIVISION OF RISK MANAGEMENT, 200 EAST MAIN STREET, LEXINGTON, KENTUCKY 40507 NO LATER THAN A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO THE RESPONSE DATE.
Self-insurance programs, deductibles, and self-insured retentions in insurance policies are subject to separate approval by Lexington-Fayette Urban County Government's Division of Risk Management, upon review of evidence of BIDDER/CONTRACTOR's financial capacity to respond to claims. Any such programs or retentions must provide LFUCG with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance coverage

Safety and Loss Control

CONTRACTOR shall comply with all applicable federal, state, and local safety standards related to the performance of its works or services under this Agreement and take necessary

action to protect the life, health and safety and property of all of its personnel on the job site, the public, and LFUCG.

Verification of Coverage

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

Right to Review, Audit and Inspect

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

DEFAULT

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

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Introduction and Purpose of Solicitation

The Lexington-Fayette Urban County Government (LFUCG) Department of Social Services is soliciting competitive proposals from qualified professionals with video and audio production experience to produce materials for a city-wide Gun Violence Prevention project. The selected contractor will work with the LFUCG point person for the LFUCG Council Gun Violence Task Force to build on the existing Lexington Gun Violence Prevention Campaign of April through May of 2025. The initiative is targeted specifically to Lexington and should include local identity and leaders as much as possible. The purpose is to educate community members about gun violence, gather people's stories and pledges, and promote awareness and safety about gun violence.

Background

Although Lexington's homicide rate has declined since the early years of the pandemic, both homicides and non-fatal incidents of gun violence continue to be a serious issue affecting every part of the city in 2025. In response to the high gun violence rate of several years ago, and a desire to answer the question "What more could the city be doing to address gun violence?" Lexington's Urban County Council formed the Gun Violence Task Force with a group of city leaders and community members in 2022. It started meeting in 2023 and over the course of a year, the task force met regularly and developed a set of recommendations, which were presented in their final form to the Social Services and Public Safety Committee on October 8, 2024. These recommendations included but are not limited to:

- Officially recognizing gun violence as a public health crisis
- Launching a month-long gun violence awareness campaign each June to emphasize the National Gun Violence Awareness Month with events and services to support and acknowledge families affected by gun violence as well as support the Antonio Franklin Peace Walk in April
- Expanding outreach to community partners to support and provide programming in neighborhood and community centers

The committee forwarded the recommendations to the full Council, which voted to allocate money from the fund balance to support the proposed efforts. In March 2025, LFUCG used a portion of these funds to develop the "Count Me In" campaign. Current efforts under this initiative include:

- Creating printed materials focused on gun violence prevention and education
- Marketing materials for digital outreach including social media ads, flyers, QR code, and video editing

- Hosting an educational table during the Antonio Franklin Jr. Peace Walk event with a kickoff for the campaign that includes gathering and recording people's pledges and stories in an interactive form.

Audience

The target audience is the general public within Lexington.

Project Goals and Objectives

The primary goals and objectives of the Gun Violence Prevention Campaign are to:

1. Continue and expand the "Count Me In" campaign with pledges, commitment, and video content
2. Promote and Define Gun Violence as a Public Health Crisis
3. Create content for PSAs and promote public engagement
4. Educate community members about the dynamics and prevalence of Gun Violence in Lexington
5. Maximize partnerships within the city and city resources
6. Promote safe gun storage via social media and possible PSAs
7. Encourage individuals and groups to take action to help prevent Gun Violence

The selected contractor shall perform the following tasks:

1. Project Management
    a. The selected contractor shall ensure completion of the project on schedule and within budget. A Program Manager from the city's Gun Violence Task Force will be identified and will serve as the single point of contact for all aspects of the contract.
    b. The total budget for this phase of the initiative is $40,000. The bidder shall propose how the budget may be allocated to various products to achieve the greatest level of effectiveness.
    c. The bidder shall provide a proposed timeline for the development and distribution of materials with specifics about medium used and

distribution outlets.

d. The bidder shall not bill LFUCG for any time spent on ideas or projects that haven't been expressly approved in advance by the Program Manager.

2. Message Development

a. The Program Manager will set priorities, message, and target audience. The contractor may make suggestions based on priorities. Final messaging approval will be left to the Program Manager.

b. The Program Manager, along with other task force members, reserves the right to make the final decision regarding the message topics, the creative concepts selected for production, the mix of marketing materials produced and the distribution mix.

3. Deliverables:

a. The project should incorporate an integrated approach driven by the initiative's goals and objectives for target audiences and key messages. This should include a video PSA campaign for television.

b. Deliverables should include images, videos, and other materials related to the messages developed that the Council Gun Violence Task Force can independently modify and distribute. The Project Manager will specify the format(s).

c. All created content will be owned by LFUCG.

4. Mass Marketing Plan Development

a. The contractor shall be responsible for the promotion of the products on television and at events. The contractor may assist with social media. Any distributed materials shall first be approved by the Program Manager.

b. The plan shall include proposed media outlets and budget amounts devoted to each. This may include radio, television, and other media outlets.

c. The plan should include the use of existing communications capabilities within the Lexington Fayette Urban County Government.

d. The plan shall incorporate the use of the city logo that shall be provided by the Program Manager and the Urban County Council and City of Lexington.

They city fonts shall be the default fonts unless the contractor proposes alternate fonts with justification to the city's single point of contact and received subsequent approval.

e. The plan shall use the "Count Me In" logo and branding. (attached)

Participant Guidelines and Targets

1. Target audiences will be discussed and decided upon by the Program Manager.
2. All project material must include leaders from the Lexington community. All participating leaders shall be agreed upon in advance in partnership with the Program Manager and the Gun Violence Task Force.
3. As a whole, project materials should demonstrate the diversity of Lexington residents including diversity of gender, race, culture, sexual orientation, language, age, and ability.
4. The project should have aspects targeted to diverse sectors within Lexington, including local businesses, healthcare, education, faith communities, etc.

Invoicing and Reporting

1. The contractor shall invoice the Project Manager for their services quarterly, unless another agreement is reached. The Department of Social Services and LFUCG will provide payment net 30.
2. The invoice must specify costs related to each of the following:
    a. Production-number of hours, hourly rate
    b. Account management (planning meetings, target analysis, ad placement, monitoring/evaluation, quarterly summaries, etc.)-number of hours, hourly rate
    c. Media buy broken down by amount spent on specific outlets
3. **The contractor shall provide a report to the Project Manager within 30 days after each invoicing**. The report shall include both printed and digital copies of:
    a. Final versions of all ads run that the quarter
    b. Details on media buy with each and impression numbers, as appropriate for the outlets used

Terms

1. The Scope of Work proposed above is intended to be a general outline and not an all-inclusive description of each element to be completed. The Program Manager from the Gun Violence Task Force or the contractor may suggest additions or deletions to the scope to enhance the project outcomes and fulfill project goals. The Program Manager from the Gun Violence Task Force must agree to any contractor-suggested changes through written permission (email or letter) from the city's single point of contact.
2. This contract may be canceled by either party by delivering written notice of intent to cancel to the other party not less than 30 days before the proposed termination. Written notice to LFUCG should be sent to the Division of Procurement.
3. The Program Manager, Gun Violence Task Force, or Department of Social Services reserves the right to reject any or all of the bids for failure to provide complete information related to all proposal requirements.
4. The Gun Violence Task Force and Department of Social Services reserve the right to award or reject any portions of the bid.
5. The Department of Social Services intends to award a (12) month contract based on funding availability and mutual agreement by both parties. It is anticipated that the term of this agreement will be effective through December 2025.

Selection Criteria

1. Completeness and professionalism of the written proposal. (15 points)

2. The production mix (number and diversity of marketing materials) proposed for the given budget. (15 points)

3. The media distribution mix proposed for the given budget. (15 points)

4. The creativity and effectiveness of the firm based on samples provided. (15 points)

5. Specialized experience and technical competence of the firm (including an individual, a joint venture or association) with the type of service required. (15 points)

6. The past record and performance on contracts with the Urban County Government or other governmental agencies and private industry with respect to such factors as control of cost, quality of work and ability to meet schedules. (10 points)

7. Familiarity with the details of the project. (10 points)

8. Degree of local employment. (5 points)

RFP Response

#13-2025 - COUNT ON ME - A GUN VIOLENCE PREVENTION CAMPAIGN

Lillie Ruschell, Founder & CEO
Conscious Consulting LLC
April 16, 2025

Conscious Consulting
Connect. Innovate. Creat

INTRODUCTION

Conscious Consulting is honored to submit this proposal for **Count On Me's** next phase of content with a focus on creating high quality video materials and robust community engagement. This phase of the initiative will blend multimedia content creation with creative community engagement to raise awareness and drive actionable solutions. Lillie Ruschell, the owner of **Conscious Consulting**, has extensive experience creating prevention content and engagement strategies through her work with **It's Time**, The **PCAKY LEAN on ME Kentucky Toolkit**, as well as her vision and creation of the **Count On Me** concept and branding, making the company uniquely qualified to continue supporting the Lexington-Fayette Urban County Government and the gun violence prevention stakeholders.

"Lillie is a remarkable force for good in our community. She is a talented storyteller and changemaker, a creative with a conviction that meaningful stories can change lives for the better. Working alongside her, you quickly realize the depth of her genuineness and her profound investment in people."
- Mary Quinn Ramer, VisitLex President

(Work samples are provided in hyperlinks throughout this response)

MISSION

Conscious Consulting is dedicated to elevating our community through tailored awareness initiatives. Our team is committed to helping individuals, non-profits, small businesses, and government agencies make a positive impact and engage effectively with the community.

OVERVIEW

Count On Me calls the community to action by making the claim, through interactive engagements strategies, that they want to say '**Count On Me**' to prevent gun violence in the community. Through targeted and interactive engagement strategies, community members and survivors alike will feel seen and empowered to focus on the solution.

CAMPAIGN DETAILS

COUNT ON ME

BEHIND EVERY STATISTIC IS A STORY

The **Count On Me** campaign will serve as a powerful reminder that gun violence is not just a matter of numbers—it's a deeply human issue that affects real lives, families, and neighborhoods. By amplifying personal stories and inviting community participation, this campaign transforms data into action and empathy, fostering a citywide culture of prevention, healing, and accountability.
Key Community Impacts:

- **Humanizes gun violence data** by connecting statistics to lived experiences through video storytelling, memorial visuals, and public pledges.
- **Empowers community members** to see their role in prevention and commit to action, from knowing what to look for to safe gun storage to mentorship and conflict mediation.
- **Raises public awareness** about the ripple effects of gun violence—on health, education, mental wellness, and neighborhood vitality.
- **Strengthens community connection** by honoring lives lost and providing an outlet for healing and solidarity.
- **Promotes systemic change** through data-informed public engagement, helping policymakers and stakeholders understand the personal cost behind the policy.

Additional funding will allow Count On Me to go beyond the screen and into the streets more often—creating in-person engagement opportunities that foster the kind of face-to-face connection our community is craving. These events will serve as safe, welcoming spaces for dialogue, remembrance, and action. From neighborhood roundtables to interactive art installations and community pledge activations, the campaign will deepen its impact by meeting people where they are—physically, emotionally, and culturally. These human-to-human moments are where transformation happens, trust is built, and collective action becomes possible.

ELEMENTS AND BUDGET

FOR VIDEO PRODUCTION AND DISTRIBUTION

Strategic Distribution & Media Buying Support - $7,500

- **TV Broadcast Placement:** Coordination with local TV stations (WKYT, WLEX, etc.) to place PSAs during high-viewership times.
- **Ongoing Digital Promotion:** Support to boost video assets on social platforms and YouTube with customized targeting and reach analysis.

Video Production - $20,000

- **PSAs:** Two professionally filmed and edited PSAs (60- and 30-second versions) for TV, social media, and public loop distribution.
- **Community Testimonials:** Editing and subtitling of recorded pledges and personal stories captured during the Peace Walk and June events.
- **Accessibility:** All content will include closed captioning and be formatted for multi-platform use.

Messaging Amplification - $12,500

- Continued support for content as needed, including attendance at selected events
- Strategic partnerships within the community for broader reach of materials.

TIMELINE

DELIVERABLE	TARGET DATE
PSA PREPRODUCTION (SCOUTING, CASTING, SCRIPTING)	MAY, 2025
PSA SHOOT & EDIT (ATTENDANCE AT SELECT SUMMER EVENTS)	JUNE 2025
VIDEO DISTRIBUTION AND CAMPAIGN ROLLOUT	JULY - SEPTEMBER 2025

THESE DATES REMAIN FLEXIBLE TO ACCOMMODATE OPTIMAL DISTRIBUTION STRATEGIES FOR THE CITY AND MAY CHANGE DEPENDING ON THE SCOPE OF THE CAMPAIGN

EXPERIENCE MATTERS

Lillie Ruschell, the owner of **Conscious Consulting** was the creative force behind **The It's Time initiative**, The **LEAN on ME Kentucky Toolkit**, and is the creator of the **Count On Me** framework. These examples reflect Ruschell's vision, efficacy and deep commitment to prevention in the our community. Ruschell has successfully produced multimedia content that engages the community in prevention efforts and provided platforms for meaningful dialogue and lasting impact on these issues. She has built and will continue to maintain and strengthen community relationships and increase engagement in Lexington.

"As a small non-profit, having someone with Lillie's passion and enthusiasm for our important mission has been critical to our work. She has been able to look at projects with a keen eye and move those projects forward creatively in a way we did not have the internal capacity to do so. One of Lillie's strengths is the voice with which she speaks on the projects that are often representing those who have no voice; that is her Super-Power."

-Jill Seyfred, Executive Director - Prevent Child Abuse Kentucky

DIVERSITY AND INCLUSION

At **Conscious Consulting**, we believe that diversity, equity, and inclusion are essential for creativity, innovation, and lasting change. We are committed to cultivating an environment where individuals from all backgrounds, identities, and lived experiences are empowered to thrive.

Through our work, we seek to actively dismantle barriers that limit access to opportunity. We engage in intentional practices to attract, develop, and retain talented individuals from historically underrepresented communities.

Conscious Consulting strives to ensure that our clients, partners, and collaborators reflect the richness of our shared world, creating solutions that are not only impactful but representative of the communities we serve.

Our approach emphasizes equitable hiring, fair compensation, and fostering an inclusive workplace where everyone feels valued and respected. We are dedicated to continuous growth, recognizing that raising collective vibration begins with fostering spaces where each individual is empowered to be their authentic self. Together, we believe that through inclusion, we create innovation—and by working with intention, we uplift and inspire meaningful change for all.

STATEMENT ON AFFIRMATIVE ACTION

Conscious Consulting does not discriminate on the grounds of race, color, religion, sex, age, disability or national origin in the hiring, retention, or promotion of employees; nor in determining their rank, or the compensation or fringe benefits paid them.

Conscious Consulting practices equal treatment of clients. We do not discriminate based on race, color, religion, sex, marital status, disability, age or national origin in services or accommodations offered or provided to our employees, clients, or guests.

CONCLUSION

Conscious Consulting is well-equipped to deliver a high-impact, comprehensive gun violence prevention efforts for **Count On Me**. By focusing on the prevention of gun violence in our community, we will not only raise awareness but also empower Lexington residents to take meaningful action that fits into their lives. We look forward bringing our team's experience to our work with the Lexington-Fayette Urban County Government as we make a lasting difference in the lives of those affected by gun violence.

Thank You!

Conscious Consulting
Lillie Ruschell, Owner
236 Jefferson Street, Suite 200
lillie@lexbeconscious.com
859-533-6606

Conscious Consulting
Connect. Innovate. Create.

Lexington-Fayette
Urban County Government

Request for Proposals

The Lexington-Fayette Urban County Government hereby requests proposals for **RFP #13-Gun Violence Prevention Campaign** 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 **April 23, 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 one hundred twenty (120) calendar days.

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

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

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

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

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

Laws and Regulations

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

Equal Employment Opportunity

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

Kentucky Equal Employment Opportunity Act

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

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

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, or national origin;

(2) The contractor will state in all solicitations or advertisements for employees placed by or on behalf of the contractors that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, or national origin;

(3) The contractor will post notices in conspicuous places, available to employees and applicants for employment, setting forth the provision of the nondiscrimination clauses required by this section; and

(4) The contractor will send a notice to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding advising the labor union or workers'

representative of the contractor's commitments under the nondiscrimination clauses."

The Act further provides:

"KRS 45.610. Hiring minorities -- Information required

(1) For the length of the contract, each contractor shall hire minorities from other sources within the drawing area, should the union with which he has collective bargaining agreements be unwilling to supply sufficient minorities to satisfy the agreed upon goals and timetables.

(2) Each contractor shall, for the length of the contract, furnish such information as required by KRS 45.560 to KRS 45.640 and by such rules, regulations and orders issued pursuant thereto and will permit access to all books and records pertaining to his employment practices and work sites by the contracting agency and the department for purposes of investigation to ascertain compliance with KRS 45.560 to 45.640 and such rules, regulations and orders issued pursuant thereto.

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

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

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

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

KRS 45.630 Termination of existing employee not required, when

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

KRS 45.640 Minimum skills

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

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

LFUCG Non-Appropriation Clause

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

In the event that public funds are unavailable and not appropriated for the performance of the LFUCG's obligations under this contract, then this contract shall automatically expire without penalty to the LFUCG thirty (30) days after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the LFUCG shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this contract, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations.

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

Contention Process

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

Notice of contention with the RFP process must be filed within 3 business days of the bid/proposal opening by (1) sending a written notice, including sufficient documentation to support contention, to the Director of the Division of Procurement or (2) submitting a written request for a meeting with the Director of Procurement to explain his/her

contention with the RFP process. After consulting with the Commissioner of Finance the Chief Administrative Officer and reviewing the documentation and/or hearing the vendor, the Director of Procurement shall promptly respond in writing findings as to the compliance with RFP processes. If, based on this review, a RFP process irregularity is deemed to have occurred the Director of Procurement will consult with the Commissioner of Finance, the Chief Administrative Officer and the Department of Law as to the appropriate remedy.

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

SELECTION CRITERIA:

See page 38 for complete criteria.

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.

The LFUCG reserves the right to request clarification of any proposal from prospective vendors, or to interview any vendor to further discuss their submitted proposal. The LFUCG further reserves the right to select more than one vendor as a preliminary finalist that will be required to make an oral presentation to the LFUCG. The LFUCG reserves the right to amend its final scoring of the proposals based upon information provided during such a presentation as long as the proposal does not materially differ from the written proposal submitted by the vendor.

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

Affirmative Action Plan

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

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

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

Director, Division of 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 Procurement, (859)-258-3320.

AFFIDAVIT

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

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

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

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

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

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

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

Continued on next page

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

Further, Affiant sayeth naught.

Lillie Ruschell Lillie Ruschell

STATE OF Kentucky

COUNTY OF Fayette

The foregoing instrument was subscribed, sworn to and acknowledged before me by Lillie Ruschell on this the 15th day of April, 2025.

My Commission expires: August 26th, 2025

NOTARY PUBLIC, STATE AT LARGE

NATHANIEL H. CHANDLER NOTARY PUBLIC STATE AT LARGE, KENTUCKY MY COMMISSION EXPIRES AUGUST 26, 2025 ID# KYNP35802

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

Conscious Consulting LLC.
Name of Business

WORKFORCE ANALYSIS FORM

Name of Organization: Conscious Consulting

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		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		4	1														1
Professionals		5	1														1
Supervisors																	
Foremen																	
Technicians																	
Protective																	
Para-																	
Office/Clerical																	
Skilled Craft																	
Service/Mainten																	
Total:			2														

Prepared by: Lillie Russell Owner **Date:** 4 / 15 / 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 MWDBE and VETERAN OWNED SMALL BUSINESS 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: Conscious Consulting LLC.

Complete Address: 236 Jefferson St #200 Lexington KY 40508
Street City Zip

Contact Name: Lillie Ruschell Title: Owner

Telephone Number: 859.533.6606 Fax Number: N/A

Email address: lillie@lexbeconscious.com

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. N/A				
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.

> **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:	N/A	**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.

ATTACHMENT A – SMALL AND DISADVANTAGED, MINORITY-, WOMEN-, AND VETERAN-OWNED BUSINESS OUTREACH PLAN

2. Does Bidder/Proposer foresee any subcontracting opportunities for this procurement?

Yes ☐ No ☐ N/A

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.

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.

Conscious Consulting LLC
Company

4/15/2025
Date

Lillie Ruschell
Company Representative

Owner
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 4/15/2025

RISK MANAGEMENT PROVISIONS
INSURANCE AND INDEMNIFICATION

INDEMNIFICATION AND HOLD HARMLESS PROVISION

(1) It is understood and agreed by the parties that Contractor hereby assumes the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of Contractor or its employees, agents, servants, owners, principals, licensees, assigns or subcontractors of any tier (hereinafter "CONTRACTOR") under or in connection with this agreement and/or the provision of goods or services and the performance or failure to perform any work required thereby.

(2) CONTRACTOR shall indemnify, save, hold harmless and defend the Lexington-Fayette Urban County Government and its elected and appointed officials, employees, agents, volunteers, and successors in interest (hereinafter "LFUCG") from and against all liability, damages, and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, from or by CONTRACTOR's performance or breach of the agreement and/or the provision of goods or services provided that: (a) it is attributable to personal injury, bodily injury, sickness, or death, or to injury to or destruction of property (including the loss of use resulting therefrom), or to or from the negligent acts, errors or omissions or willful misconduct of the CONTRACTOR; and (b) not caused solely by the active negligence or willful misconduct of LFUCG.

(3) In the event LFUCG is alleged to be liable based upon the above, CONTRACTOR shall defend such allegations and shall bear all costs, fees and expenses of such defense, including but not limited to, all reasonable attorneys' fees and expenses, court costs, and expert witness fees and expenses, using attorneys approved in writing by LFUCG, which approval shall not be unreasonably withheld.

(4) These provisions shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this agreement.

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

(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 aggregate (Insurance Services Office Form CG 00 01)	$1 million per occurrence, $2 million or $2 million combined single limit
Worker's Compensation	Statutory
Employer's Liability	$100,000
Professional Liability	$1 million per occurrence

The policies above shall contain the following conditions:

a. All Certificates of Insurance forms used by the insurance carrier shall be properly filed and approved by the Department of Insurance for the Commonwealth of Kentucky (DOI). LFUCG shall be named as an additional insured in the General Liability Policy

and Commercial Automobile Liability Policy using the Kentucky DOI approved forms.

b. The General Liability Policy shall be primary to any insurance or self-insurance retained by LFUCG.

c. The General Liability Policy shall include Premises and Operations coverage unless it is deemed not to apply by LFUCG.

d. The General Liability Policy shall include Employment Practices Liability coverage or an endorsement in a minimum amount of $1 million unless it is deemed not to apply by LFUCG.

e. The Policy shall include Umbrella/Excess Liability coverage in the amount of $1 million per occurrence, $1 million aggregate, unless it is deemed not to apply by LFUCG.

f. LFUCG shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.

g. Said coverage shall be written by insurers acceptable to LFUCG and shall be in a form acceptable to LFUCG. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

Renewals

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

Deductibles and Self-Insured Programs

IF YOU INTEND TO SUBMIT A SELF-INSURANCE PLAN IT MUST BE FORWARDED TO LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, DIVISION OF RISK MANAGEMENT, 200 EAST MAIN STREET, LEXINGTON, KENTUCKY 40507 NO LATER THAN A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO THE RESPONSE DATE.
Self-insurance programs, deductibles, and self-insured retentions in insurance policies are subject to separate approval by Lexington-Fayette Urban County Government's Division of Risk Management, upon review of evidence of BIDDER/CONTRACTOR's financial capacity to respond to claims. Any such programs or retentions must provide LFUCG with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance coverage

Safety and Loss Control

CONTRACTOR shall comply with all applicable federal, state, and local safety standards related to the performance of its works or services under this Agreement and take necessary

action to protect the life, health and safety and property of all of its personnel on the job site, the public, and LFUCG.

Verification of Coverage

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

Right to Review, Audit and Inspect

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

DEFAULT

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

00548704

Introduction and Purpose of Solicitation

The Lexington-Fayette Urban County Government (LFUCG) Department of Social Services is soliciting competitive proposals from qualified professionals with video and audio production experience to produce materials for a city-wide Gun Violence Prevention project. The selected contractor will work with the LFUCG point person for the LFUCG Council Gun Violence Task Force to build on the existing Lexington Gun Violence Prevention Campaign of April through May of 2025. The initiative is targeted specifically to Lexington and should include local identity and leaders as much as possible. The purpose is to educate community members about gun violence, gather people's stories and pledges, and promote awareness and safety about gun violence.

Background

Although Lexington's homicide rate has declined since the early years of the pandemic, both homicides and non-fatal incidents of gun violence continue to be a serious issue affecting every part of the city in 2025. In response to the high gun violence rate of several years ago, and a desire to answer the question "What more could the city be doing to address gun violence?" Lexington's Urban County Council formed the Gun Violence Task Force with a group of city leaders and community members in 2022. It started meeting in 2023 and over the course of a year, the task force met regularly and developed a set of recommendations, which were presented in their final form to the Social Services and Public Safety Committee on October 8, 2024. These recommendations included but are not limited to:

- Officially recognizing gun violence as a public health crisis
- Launching a month-long gun violence awareness campaign each June to emphasize the National Gun Violence Awareness Month with events and services to support and acknowledge families affected by gun violence as well as support the Antonio Franklin Peace Walk in April
- Expanding outreach to community partners to support and provide programming in neighborhood and community centers

The committee forwarded the recommendations to the full Council, which voted to allocate money from the fund balance to support the proposed efforts. In March 2025, LFUCG used a portion of these funds to develop the "Count Me In" campaign. Current efforts under this initiative include:

- Creating printed materials focused on gun violence prevention and education
- Marketing materials for digital outreach including social media ads, flyers, QR code, and video editing

- Hosting an educational table during the Antonio Franklin Jr. Peace Walk event with a kickoff for the campaign that includes gathering and recording people's pledges and stories in an interactive form.

Audience

The target audience is the general public within Lexington.

Project Goals and Objectives

The primary goals and objectives of the Gun Violence Prevention Campaign are to:

1. Continue and expand the "Count Me In" campaign with pledges, commitment, and video content
2. Promote and Define Gun Violence as a Public Health Crisis
3. Create content for PSAs and promote public engagement
4. Educate community members about the dynamics and prevalence of Gun Violence in Lexington
5. Maximize partnerships within the city and city resources
6. Promote safe gun storage via social media and possible PSAs
7. Encourage individuals and groups to take action to help prevent Gun Violence

The selected contractor shall perform the following tasks:

1. Project Management
    a. The selected contractor shall ensure completion of the project on schedule and within budget. A Program Manager from the city's Gun Violence Task Force will be identified and will serve as the single point of contact for all aspects of the contract.
    b. The total budget for this phase of the initiative is $40,000. The bidder shall propose how the budget may be allocated to various products to achieve the greatest level of effectiveness.
    c. The bidder shall provide a proposed timeline for the development and distribution of materials with specifics about medium used and

distribution outlets.

d. The bidder shall not bill LFUCG for any time spent on ideas or projects that haven't been expressly approved in advance by the Program Manager.

2. Message Development

a. The Program Manager will set priorities, message, and target audience. The contractor may make suggestions based on priorities. Final messaging approval will be left to the Program Manager.

b. The Program Manager, along with other task force members, reserves the right to make the final decision regarding the message topics, the creative concepts selected for production, the mix of marketing materials produced and the distribution mix.

3. Deliverables:

a. The project should incorporate an integrated approach driven by the initiative's goals and objectives for target audiences and key messages. This should include a video PSA campaign for television.

b. Deliverables should include images, videos, and other materials related to the messages developed that the Council Gun Violence Task Force can independently modify and distribute. The Project Manager will specify the format(s).

c. All created content will be owned by LFUCG.

4. Mass Marketing Plan Development

a. The contractor shall be responsible for the promotion of the products on television and at events. The contractor may assist with social media. Any distributed materials shall first be approved by the Program Manager.

b. The plan shall include proposed media outlets and budget amounts devoted to each. This may include radio, television, and other media outlets.

c. The plan should include the use of existing communications capabilities within the Lexington Fayette Urban County Government.

d. The plan shall incorporate the use of the city logo that shall be provided by the Program Manager and the Urban County Council and City of Lexington.

They city fonts shall be the default fonts unless the contractor proposes alternate fonts with justification to the city's single point of contact and received subsequent approval.

e. The plan shall use the "Count Me In" logo and branding. (attached)

Participant Guidelines and Targets

1. Target audiences will be discussed and decided upon by the Program Manager.
2. All project material must include leaders from the Lexington community. All participating leaders shall be agreed upon in advance in partnership with the Program Manager and the Gun Violence Task Force.
3. As a whole, project materials should demonstrate the diversity of Lexington residents including diversity of gender, race, culture, sexual orientation, language, age, and ability.
4. The project should have aspects targeted to diverse sectors within Lexington, including local businesses, healthcare, education, faith communities, etc.

Invoicing and Reporting

1. The contractor shall invoice the Project Manager for their services quarterly, unless another agreement is reached. The Department of Social Services and LFUCG will provide payment net 30.
2. The invoice must specify costs related to each of the following:
    a. Production-number of hours, hourly rate
    b. Account management (planning meetings, target analysis, ad placement, monitoring/evaluation, quarterly summaries, etc.)-number of hours, hourly rate
    c. Media buy broken down by amount spent on specific outlets
3. **The contractor shall provide a report to the Project Manager within 30 days after each invoicing**. The report shall include both printed and digital copies of:
    a. Final versions of all ads run that the quarter
    b. Details on media buy with each and impression numbers, as appropriate for the outlets used

Terms

1. The Scope of Work proposed above is intended to be a general outline and not an all-inclusive description of each element to be completed. The Program Manager from the Gun Violence Task Force or the contractor may suggest additions or deletions to the scope to enhance the project outcomes and fulfill project goals. The Program Manager from the Gun Violence Task Force must agree to any contractor-suggested changes through written permission (email or letter) from the city's single point of contact.
2. This contract may be canceled by either party by delivering written notice of intent to cancel to the other party not less than 30 days before the proposed termination. Written notice to LFUCG should be sent to the Division of Procurement.
3. The Program Manager, Gun Violence Task Force, or Department of Social Services reserves the right to reject any or all of the bids for failure to provide complete information related to all proposal requirements.
4. The Gun Violence Task Force and Department of Social Services reserve the right to award or reject any portions of the bid.
5. The Department of Social Services intends to award a (12) month contract based on funding availability and mutual agreement by both parties. It is anticipated that the term of this agreement will be effective through December 2025.

Selection Criteria

1. Completeness and professionalism of the written proposal. (15 points)
2. The production mix (number and diversity of marketing materials) proposed for the given budget. (15 points)
3. The media distribution mix proposed for the given budget. (15 points)
4. The creativity and effectiveness of the firm based on samples provided. (15 points)
5. Specialized experience and technical competence of the firm (including an individual, a joint venture or association) with the type of service required. (15 points)
6. The past record and performance on contracts with the Urban County Government or other governmental agencies and private industry with respect to such factors as control of cost, quality of work and ability to meet schedules. (10 points)
7. Familiarity with the details of the project. (10 points)
8. Degree of local employment. (5 points)

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/19/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Woodford Insurance Services Inc. 228 Rose Hill Ave Versailles KY 40383	**CONTACT NAME:** Joseph Alexander Worrell **PHONE (A/C, No, Ext):** (859) 983-2112 **FAX (A/C, No):** (859) 309-6226 **E-MAIL ADDRESS:** Support@Woodfordinsurance.com
INSURED Conscious Consulting LLC 236 Jefferson Street Suite 200 LEXINGTON KY 40508	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** ERIE INS CO — 26263 **INSURER B :** ERIE INS EXCH — 26271 **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** [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	X		Q61-0451843	08/30/2024	08/30/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG OTHER:	$ 1,000,000 $ 1,000,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) OTHER:	$ $ $ $ $
B	[X] **UMBRELLA LIAB** [X] OCCUR [ ] **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $	X		Q32-3070533	08/30/2024	08/30/2025	EACH OCCURRENCE AGGREGATE OTHER:	$ 1,000,000 $ $
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [N] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		Q73-0026744	10/18/2024	10/18/2025	[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Lexington-Fayette Urban County Government
200 E Main Street
Division of Risk Management
Lexington KY 40507

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

Lucy B. J. Worrell

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RESOLUTION NO. _____ - 2025

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A PURCHASE OF SERVICE AGREEMENT WITH CONSCIOUS CONSULTING LLC, PURSUANT TO RFP #13-2025, FOR A CITY-WIDE GUN VIOLENCE PREVENTION CAMPAIGN, AT A COST NOT TO EXCEED $40,000.00.

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute a Purchase of Service Agreement, a draft of which is attached hereto and incorporated herein by reference, with Conscious Consulting LLC, pursuant to RFP #13-2025, for a city-wide gun violence prevention campaign.

Section 2 – That an amount, not to exceed the sum of $40,000.00, be and hereby is approved for payment to Conscious Consulting LLC, from account #1101-606101-71204, pursuant to the terms of the agreement.

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

PASSED URBAN COUNTY COUNCIL:

_____
MAYOR

ATTEST:

_____
CLERK OF URBAN COUNTY COUNCIL
0502-25:GET:4922-8918-4581, v. 1

RESOLUTION NO. 265 - 2025

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A PURCHASE OF SERVICE AGREEMENT WITH CONSCIOUS CONSULTING LLC, PURSUANT TO RFP #13-2025, FOR A CITY-WIDE GUN VIOLENCE PREVENTION CAMPAIGN, AT A COST NOT TO EXCEED $40,000.00.

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute a Purchase of Service Agreement, a draft of which is attached hereto and incorporated herein by reference, with Conscious Consulting LLC, pursuant to RFP #13-2025, for a city-wide gun violence prevention campaign.

Section 2 – That an amount, not to exceed the sum of $40,000.00, be and hereby is approved for payment to Conscious Consulting LLC, from account #1101-606101-71204, pursuant to the terms of the agreement.

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

PASSED URBAN COUNTY COUNCIL: June 12, 2025

Linda Gorton

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0502-25:GET:4922-8918-4581, v. 1

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0503-25

File ID: 0503-25 **Type:** Resolution **Status:** Approved

Version: 2 **Contract #:** 168-2025 **In Control:** Urban County Council

File Created: 05/15/2025

File Name: Request Council authorization to execute an agreement and accept federal funds in the amount of $1,500,000 from the Kentucky Transportation Cabinet as funded under the National Highway Funds (NH) program for capital improvements projects for the design of

Final Action: 06/12/2025

Title: A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute an Agreement and accept Federal funds in the amount of $1,500,000 from the Ky. Transportation Cabinet as funded under the National Highway Funds (NH) Program for the design of the Versailles Rd. Corridor Improvement Project, the acceptance obligates LFUCG to $375,000 in local match, and authorizing the Mayor to transfer unencumbered funds within the Grant Budget. [Div. of Engineering, Burton]

Notes: SAF in the CCO. REturned to Celia Moore via pick up box 6/24/2025. MS

Sponsors:

Enactment Date: 06/12/2025

Attachments: 25- Blue Sheet Memo - Versailles Rd Corridor Improvements, 2025 05 02 LFUCG- Versailles 07-80306.00 - MOA from KYTC, BA 13725, 2025 05 14 Versailles Road Site Location Map, FY 2025-2028 TIP mod 7 memo - FINAL, 503-25 grant ky trans cab 4910-0522-8870 v.1.docx, R-266-2025, Contract #168-2025

Enactment Number: R-266-2025

Deed #:

Hearing Date:

Drafter: Katrina James

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
2	Urban County Council Work Session	05/27/2025	Approved and Referred to Docket	Urban County Council	05/29/2025		Pass
2	Urban County Council	05/29/2025	Received First Reading	Urban County Council	06/12/2025		
2	Urban County Council	06/12/2025	Approved				Pass

Text of Legislative File 0503-25

Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute an Agreement and accept Federal funds in the amount of $1,500,000 from the Ky. Transportation Cabinet as funded under the National Highway Funds (NH) Program for the design of the Versailles Rd. Corridor Improvement Project, the acceptance obligates LFUCG to $375,000 in local match, and authorizing the Mayor to transfer unencumbered funds within the Grant Budget. [Div. of Engineering, Burton]

Summary

Authorization to execute an Agreement and accept Federal funds in the amount of $1,500,000 from the Kentucky Transportation Cabinet as funded under the National Highway Funds (NH) program for the design of the Versailles Road Corridor Improvement project. The acceptance obligates LFUCG to $375,000 in local match. Budget amendment in process. (L0503-25)(Burton/Albright)

Budgetary Implications: Yes

Advance Document Review:

Law: Yes, Completed by Michael Sanner, 5/15/2025

Risk Management: N/A

Fully Budgeted: Budget amendment is in process.

Account Number: 3160-303202-3251-91715 $1,875,000

This Fiscal Year Impact: $1,875,000 Grant/$2,525,000 local funds

Annual Impact:

Project: VERSAILLES_2025

Activity: FED_GRANT

Budget Reference: 2025

Current Balance: Budget amendment is in process

MAYOR LINDA GORTON

LEXINGTON

THERESA REYNOLDS
DIRECTOR
GRANTS & SPECIAL PROGRAMS

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

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

DATE: **MAY 14, 2025**

SUBJECT: **KYTC Agreement for Versailles Road Corridor Improvement Project – Design Phase**

Request: Council authorization to execute an agreement and accept federal funds in the amount of $1,500,000 from the Kentucky Transportation Cabinet as funded under the National Highway Funds (NH) program for capital improvements projects for the design of the Versailles Road Corridor Improvement project. The acceptance obligates the Urban County Government an expenditure of $375,000 in local match.

Purpose of Request: The Kentucky Transportation Cabinet has approved for the Lexington-Fayette Urban County Government to use federal funds from the National Highway Funds (NH) for the design of the Versailles Road Corridor Improvements Project. The Kentucky Transportation Cabinet has offered LFUCG funds for the design phase in the amount of $1,500,000. Local match in the amount of $375,000 is required. An additional $2,125,000 in local funds has been allocated to the project, with an additional $400,000 requested for fiscal year 2026 for a total design phase cost of $4,400,000.

The Versailles Road Corridor Improvements Project will modernize Versailles Road, improve multi-mobility, and include safety and capacity improvements at intersections on Versailles Road from Viley Road to Porter Place.

What is the cost in this budget year and future budget years? Cost in Fiscal Year 2025 is $4,000,000. A total of $1,500,000 in federal funds, $375,000 in local match, and $2,125,000 in additional local funds. The cost for the future fiscal year 2026 is $400,000 in MAP Funding.

Are the funds budgeted? Budget amendment is in process.

File Number: 0503-25

Director/Commissioner: Burton/Albright

AGREEMENT BETWEEN
THE COMMONWEALTH OF KENTUCKY TRANSPORTATION CABINET
AND
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
US-60 VERSAILLES ROAD- VILEY ROAD TO PORTER PLACE
ITEM NO. 07-80306.00
FEDERAL PROJECT NUMBER 3003-379
$1,500,000 FEDERAL FUNDS

This AGREEMENT is made and entered into by and between the Commonwealth of Kentucky, Transportation Cabinet, hereinafter the "CABINET" and the Lexington-Fayette Urban County Government, hereinafter the "RECIPIENT".

WITNESSETH:

WHEREAS, the Federal Highway Administration (FHWA), through the CABINET, has approved $1,500,000 in federal funding for the US-60 (Versailles Road)- Viley Road to Porter Place Project hereinafter the “PROJECT”, known as Federal Project Number 3003-379 and the applicable Assistance Listing number is 20.205-Highway Planning and Construction,

WHEREAS, the Federal-aid Highway Program is a State Administered Reimbursement Program and the RECIPIENT shall carry out this PROJECT in accordance with applicable Federal and State laws and regulations including all of Title 49 United States Code (USC), Title 23 United States Code (USC), 49 Code of Federal Regulations (CFR), 23 Code of Federal Regulations (CFR), and 2 CFR 200,

WHEREAS, the RECIPIENT must comply with applicable CABINET policies and procedures,

WHEREAS, Federal-aid projects are to serve a public purpose, the RECIPIENT is responsible for maintaining any real property or facilities improved pursuant to the PROJECT on a non-profit basis,

WHEREAS, the RECIPIENT shall refer to the *Federal-Aid Project Development Guide for Local Public Agencies*, hereinafter the “GUIDE”, and any future revisions for assistance in complying with this AGREEMENT,

WHEREAS, the RECIPIENT shall outline, undertake, and complete the work as described in the Scope of Work and Budget Summary (Attachment A) in accordance with the terms and conditions of this AGREEMENT, and consistent with the FHWA Contract Administration Manual, the CABINET/FHWA Stewardship Agreement, FHWA Form 1273 and all applicable State and Federal laws and regulations,

WHEREAS, the RECIPIENT shall demonstrate and shall maintain adequate staff, provide delivery systems, and sufficient accounting control to complete the PROJECT in accordance with all Federal and State laws and regulations addressed herein, and

WHEREAS, the RECIPIENT has agreed to provide a minimum of 20% matching funds and to accept responsibility for all administration, staffing, maintenance and operation costs for the Project as identified under this AGREEMENT;

NOW THEREFORE, in consideration of the mutual covenants and agreements herein set forth, the CABINET and the RECIPIENT hereby agree as follows:

Section 1. Scope of Work & Budget Summary. It is understood that the PROJECT will enhance the transportation system as further described in the Scope of Work and Budget Summary (Attachment A, attached hereto and made a part of this AGREEMENT). In the Scope of Work and Budget Summary, the RECIPIENT is to include detailed expectations, individual activities, estimates, and a schedule with

milestones which the CABINET will use as checkpoints for the PROJECT. Further, the RECIPIENT is to define the roles, responsibilities, and authorities of the various entities and/or organizational units with regard to the project development and project delivery processes specific to this PROJECT in the Scope of Work and Budget Summary.

The RECIPIENT shall identify and provide a point of contact, including adequate contact information, for who shall be responsible to manage this PROJECT on the RECIPIENT's behalf, submit the Scope of Work and Budget Summary to the CABINET, and be responsible for ensuring that the RECIPIENT adheres to all terms and conditions of this AGREEMENT. The RECIPIENT shall have final design plans, specifications, and a total estimate prepared by a Professional Engineer licensed to practice in the Commonwealth of Kentucky and approved by the CABINET prior to any construction. The Project Development Checklist (LPA-PDC) (Appendix 1 of the GUIDE) shall be submitted by the RECIPIENT and certified by the CABINET prior to construction.

Section 2. Effective Date of Agreement and Term of Eligible Reimbursement. It is understood the effective date of this AGREEMENT is the date the AGREEMENT is signed by the Secretary of the CABINET. After execution of the AGREEMENT, the CABINET will return a copy of the AGREEMENT to the RECIPIENT and issue a Notice to Proceed to begin work on a particular Phase of the PROJECT. Expenditures made prior to the effective date of the AGREEMENT and before the Notice to Proceed for the particular Phase covering the expenditure shall not be eligible for reimbursement. The Term of Eligible Reimbursement under this AGREEMENT shall end December 31, 2028 unless that Term is extended or amended by written agreement in accordance with the provisions of KRS 45A and 2 CFR Part 200 as to period of performance. Any and all funding obligated for any Phase of this PROJECT defined by the original Scope of Work and authorized changes shall be available to reimburse the RECIPIENT for eligible work activities completed and costs incurred after the effective date of this AGREEMENT and the Notice to Proceed covering that Phase of the PROJECT. If the PROJECT cannot be completed during the Term of Eligible Reimbursement under this AGREEMENT, the RECIPIENT must provide justification why the PROJECT end date should be extended and identify the new Term of Eligible Reimbursement being requested.

Section 3. Funding Out Provision. The CABINET may terminate this contract if funds are not appropriated to the contracting agency or are not otherwise available for the purpose of making payments without incurring any obligation for payment after the date of termination, regardless of the terms of the contract. The CABINET shall provide the RECIPIENT thirty (30) calendar days written notice of termination of the contract.

This AGREEMENT is contingent upon the continued availability of appropriated Federal funding. If the funding appropriated for any Phase of the PROJECT becomes unavailable for any reason including the Kentucky General Assembly's failure to appropriate the funding, by operation of law or as the result of a reduction in Federal funding, further reimbursement of PROJECT expenditures may be denied, the PROJECT may be cancelled, the timeline extended or the scope amended by the CABINET either in whole or in part without penalty. Denial of further reimbursement, PROJECT cancellation, extension or

amendment because of an interruption in the appropriated funding is not a default or breach of this AGREEMENT by the CABINET nor may such denial, cancellation, extension or amendment give rise to any claim against the CABINET.

Section 4. Duration of Project. It is understood and agreed by the parties hereto that the Scope of Work shall be completed within the period set forth herein under Section 2. In the event the RECIPIENT fails to perform the Scope of Work within the time allotted, or at any time the RECIPIENT fails to maintain adequate staff, project delivery systems, or sufficient accounting control, the CABINET reserves the right to cancel further reimbursements related to the PROJECT under the AGREEMENT. In the event the CABINET denies further reimbursement under this section, the RECIPIENT shall refund all reimbursements made by the CABINET to the RECIPIENT under this AGREEMENT.

Section 5. Project Funding. It is expressly understood that Federal funding for this PROJECT is being provided by the Federal Highway Administration (FHWA) through the CABINET, specifically through the Assistance Listing Number 20.205, Highway Planning and Construction. The Federal share of the total cost of this AGREEMENT shall not exceed $1,650,000 (the amount indicated on Attachment A) unless otherwise approved in writing by the CABINET with the concurrence of FHWA. If the RECIPIENT completes the PROJECT for less than this amount, the remaining funds may only be used by the RECIPIENT upon written agreement of the CABINET and may only be used for eligible PROJECT costs within the original PROJECT scope. Unless otherwise stated, the funding for the PROJECT shall be authorized in Phases and no reimbursement shall be considered for expenditures made before a Notice to Proceed for that Phase has been received. Reimbursement requests will be considered only for and up to the funding amount and type of work described in the approved Scope of Work and Budget and authorized by the Notice to Proceed for that Phase. The RECIPIENT has agreed to accept up to $1,500,000 in Federal reimbursement funding available as authorized for the Design Phase for eligible PROJECT costs. The RECIPIENT shall be responsible for any ineligible costs, the required 20% local match funds ($375,000), and any costs in excess of $1,500,000 necessary for completion of the approved Scope of Work and any authorized changes to the PROJECT.

The RECIPIENT has agreed to make available up to $150,000 of the total PROJECT funding to the CABINET for direct costs related to PROJECT oversight and management activities. If any funding made available to the CABINET is not used, the CABINET may permit the remaining funding to be obligated to the RECIPIENT for eligible PROJECT costs as evidenced in writing at the mutual consent of both parties.

The RECIPIENT shall pay all PROJECT expenses and only upon meeting all terms and conditions of this AGREEMENT will be eligible to receive Federal reimbursement funding. All charges to the PROJECT shall be supported by properly executed invoices, contracts, vouchers, or monthly employment data evidencing in proper detail the nature and propriety of the charge. The CABINET or FHWA may require additional documentation at their discretion.

Section 6. Allowable Costs. Funding may be used for restoration, repair, construction and other activities eligible under the Surface Transportation Program (STP) as defined within 23 USC 133(b).

Funding may also be used for passenger and freight rail transportation and port infrastructure projects eligible for assistance under subsection 23 USC 601(a)(8). The PROJECT costs referred to in this AGREEMENT shall be those costs included in the Scope of Work (Attachment A) and submitted to the CABINET on the Reimbursement Request Form. The RECIPIENT shall follow 2 CFR 200.

The RECIPIENT is responsible for adhering to all Federal and State laws and regulations listed in this AGREEMENT and all documents referred to herein. The CABINET shall reimburse the RECIPIENT upon request by the RECIPIENT providing proof of payment through appropriate documentation, which includes but is not limited to the following: work progress completed to date, expenses, cancelled checks, bank statements, verified affidavits, and employment reports. The RECIPIENT shall also certify the work shown on the invoice has been performed in accordance with the terms of this AGREEMENT and approved plans and specifications, the cost(s) shown are verified and are true and correct, and the request for reimbursement in no way represents any degree of duplication of payments that have or will be received from other funding sources. This formal letter must be signed by the designated project manager for the RECIPIENT in responsible charge.

Reimbursement by the CABINET is also subject to the provisions of Sections 35 and 38 of this Agreement hereof. The CABINET or FHWA reserves the right to require additional documentation.

Section 7. Reporting and Monitoring The RECIPIENT shall maintain and comply with all reporting requirements outlined by the CABINET and FHWA.

This Federal-aid project is subject to the reporting requirements contained in the Federal Funding Accountability and Transparency Act (Transparency Act) of 2006 Public Law No. 109-282 and/or 31 USC 6101 and its associated amendments. The Transparency Act requires entities receiving Federal awards such as Federal contracts, sub-contracts, grants and sub-grants, to disclose certain information. This Agreement is subject to 31 USC 6101, 2 CFR 170, and 2 CFR Subtitle A, Chapter I and Part 25. The CABINET may require that the RECIPIENT provide a completed Federal Funding Accountability and Transparency Act form prior to execution of this Agreement.

The making, recording and reporting of any purchases shall be undertaken in accordance with the requirements of KRS 45A and applicable federal guidelines. All checks, invoices, contract records, vouchers, orders, purchasing documents, and monthly employment data pertaining in whole or in part to the PROJECT shall be clearly identified and readily accessible. The RECIPIENT shall permit the CABINET and/or FHWA to conduct periodic site visits to ascertain compliance with Federal and State laws and regulations. The RECIPIENT shall maintain financial records for three years after the latest of project completion, the execution of the Project Closure Form by KYTC, Final Acceptance and final reimbursement.

Section 8. Environmental Requirements. With the advice and assistance of the CABINET, the RECIPIENT shall ensure that all applicable environmental requirements are met including the preparation of appropriate environmental documentation prepared pursuant to the National Environmental Policy Act (NEPA) of 1969 addressing the social and environmental effects of the proposed PROJECT. Adequate resources must be devoted to ensuring that all applicable environmental reviews under NEPA are completed on an expeditious basis and that the shortest existing applicable process under NEPA shall be

utilized. Compliance with NEPA 42 USC 4321 et seq, Section 4(f) of 49 USC 303, Section 106 of the National Historic Preservation Act 54 USC 300101 et seq, Sections 401 and 404 of the Clean Water Act, Section 7 of the Endangered Species Act, and any other applicable environmental laws and regulations must be received to permit funding authorization by the FHWA. Specifically, Phase I design activities will be allowed to proceed without a valid environmental document; however, the commencement of any Phase II design, right-of-way acquisition, utility relocation, or construction activities shall not be permitted prior to approval of the appropriate environmental document. Federal funds will be available for reimbursement of construction costs upon successful completion of design activities.

Section 9. Land Acquisition. Should the PROJECT require the acquisition of any interest in real property by the RECIPIENT; the RECIPIENT must comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (49CFR part 24), State Law and KYTC Division of Right of Way & Utilities Right of Way Guidance Manual and Relocation Assistance Manual. In the event condemnation occurs, the CABINET shall require prior written approval prior to the institution of any condemnation proceedings by the RECIPIENT.

The RECIPIENT shall ensure that all real property acquisition, relocation assistance, and property management are completed in a fair, equitable and approved manner consistent with all State and Federal laws and regulations governing the acquisition of real property for public use using State or Federal highway funding. (1) The RECIPIENT shall either adopt in writing the CABINET's written Policies and Procedures for Right of Way Acquisition and Relocation Assistance or present its own written Policies and Procedures for approval by the CABINET's Division of Right of Way and Utilities and, if applicable, the FHWA. (2) The RECIPIENT shall conduct all appraisals and appraisal reviews using personnel meeting the CABINET's minimum qualifications and listed on the CABINET's pre-qualified appraiser and reviewer list. (3) The RECIPIENT must use an acquisition consultant, prequalified by the CABINET, on all or any portion of the PROJECT, unless given prior approval by the CABINET to acquire property utilizing the RECIPIENT's staff. The selection of the consultant shall be in accordance with the CABINET's Division of Right of Way Guidance Manual. (4) All appraisals must be reviewed and approved by the CABINET's Central Office review appraisers, failure to do so will result in the PROJECT being ineligible for reimbursement. (5) The RECIPIENT shall provide property management in accordance with approved procedures and be responsible for the abatement of any asbestos containing materials and removal of contaminated soils pursuant to applicable State and Federal laws and regulations. (6) The RECIPIENT shall provide the CABINET and, when applicable, FHWA, necessary assurance that all real property has been acquired and all displaced individuals, businesses, non-profit organizations and farms have been offered relocation assistance according to applicable State and Federal laws and regulations. (7) The RECIPIENT shall provide the CABINET, and when applicable, FHWA, necessary documentation for review and approval at various stages of the acquisition process, as described in the CABINET's Right of Way Relocation Assistance Guidance Manual.

The CABINET shall: (1) Review all appraisal reports to ensure proper appraisal practice and procedures as well as compliance with State and Federal laws and regulations, and (2) Approve the final value conclusion through the Director, Division of Right of Way and Utilities.

The RECIPIENT shall provide to the CABINET the following information on each parcel of real property to be acquired:

- A title opinion for the Property,
- An accurate legal description and plat delineating the shape and location of the Property to be acquired, (*In accordance to KYTC Division of Design Specifications)*
- The total area of the Property,
- The Property interest to be acquired

Should the acquisition of real property result in the displacement of a tenant-occupant, such displacement shall be subject to the requirements of the URA, as set out in implementing regulations 49 CFR Part 24. A displaced tenant shall be eligible for moving expenses and any other relocation expenses for which they might qualify.

Section 10. Restrictive Easements. The RECIPIENT acknowledges that the CABINET may require the placement of a restrictive easement approved by and in favor of the CABINET in the chain of title of any real property acquired or improved pursuant to the PROJECT in favor of the CABINET. If the Owner of any real property acquired or improved pursuant to the PROJECT is different from the RECIPIENT, then the Owner shall sign and be made a party to this AGREEMENT and the Owner hereby acknowledges, covenants and consents to the placement of a restrictive easement for perpetual maintenance of the property acquired or improved pursuant to the PROJECT in the chain of title in favor of the CABINET prior to final reimbursement by the CABINET.

Section 11. Reimbursable Utility Relocations. When conducting a utility relocation, KRS 177.035 and KRS 179.265 determine the necessity of payment on behalf of the utility company in question. When law requires the reimbursement of the work, the cost of constructing the most economical type of facilities that satisfactorily meet the service requirements of the former facilities is negotiated, and an agreement is executed between the RECIPIENT and the utility company. Utility relocations shall be designed by the utility company and shown on the PROJECT's survey and general plan sheets. The impacted utility company, with its regular construction or maintenance personnel, and/or with an approved contractor or subcontractor, will furnish all engineering, administration, labor, and materials to make and complete all necessary adjustments of its facilities to accommodate the PROJECT. The RECIPIENT shall inspect the relocation and document the proper installation of the facilities. If it is determined that the utility relocation work is best conducted within the PROJECT's construction contract, the RECIPIENT or the authority designated by the RECIPIENT will negotiate, execute the agreement, and inspect the relocation work. If a conflict of interest arises between the RECIPIENT and a utility company, the CABINET shall intercede to provide the utility coordination.

Section 12. Non-Reimbursable Utility Relocations. When KRS 179.265 indicates the work is not reimbursable, the utility company shall design their relocation plan on the PROJECT's survey and general

plan sheets. The RECIPIENT shall perform a review and approval of the relocation per agency policy and procedure. The RECIPIENT shall inspect the relocation and document the proper installation of the facilities. If a conflict of interest arises between RECIPIENT and a utility company, the CABINET shall intercede to provide the utility coordination.

Section 13. General Railroad Coordination. The RECIPIENT shall be charged with any railroad coordination for the PROJECT, the execution of a contract with the impacted railroad and oversight of the execution. All work related to the PROJECT shall be done in accordance with the CABINET's Standards, Specifications, Standard Drawings, and the Utilities and Rail Manual. Correspondence pertaining to railroad coordination may impact both the project development and construction of the PROJECT. Therefore any and all correspondence regarding railroad coordination activities must be provided to both contracted parties. The CABINET's representative in such matter is the Central Office Rails Coordinator.

The RECIPIENT shall provide the following with the bid package for the PROJECT: a railroad coordination note defining any and all special project terms and conditions due to the involvement of the railroad company and an estimate of the PROJECT expenses for railroad coordination.

Section 14. General Utility Coordination. The RECIPIENT shall be charged with the identification of utility facilities in conflict with the PROJECT, the execution of a remedy for said conflict, and oversight of the execution. The CABINET encourages dutiful consideration of utility avoidance via design considerations. When avoidance is impossible, uneconomical or otherwise invalid, utility relocation is an acceptable remedy for conflict. All work related to the PROJECT shall be done in accordance with the CABINET's Standards, Specifications, Standard Drawings, and the Utilities and Rail Guidance Manual. Correspondence pertaining to utility coordination may affect both the project development and construction of the PROJECT. Therefore any and all correspondence regarding utility coordination activities must be provided to both contracted parties. The CABINET's representative on these matters is the District Office Utility Supervisor.

The RECIPIENT shall provide the following upon full execution of the utility relocation for the PROJECT: 3 sets of as-built plans for each utility company that completes facility relocation on the project prior to the construction letting, a utility and rail certification note defining the utilities and railroad identified in the PROJECT scope, relocations that have been performed, incomplete relocations, and completion schedules for the incomplete work. If no railroad is involved the note shall indicate as such.

Section 15. Permits and Licenses. The RECIPIENT is responsible for obtaining all permits and licenses required to initiate, perform and complete all phases of the PROJECT in an appropriate and timely manner. Per the CABINET/FHWA Stewardship Agreement, the PROJECT may require more involvement from the FHWA.

Section 16. Design and Construction Standards. All Federal and State design and construction criteria for the type of work shall be followed, including but not limited to 23 CFR 625, the CABINET's Highway Design Manual, the CABINET's Standard Drawings, the CABINET's Standard Specifications for Road and Bridge Construction, the CABINET's Drainage Manual, the CABINET's Structural Design Manual, the American Association of State Highway Transportation Officials' (AASHTO) "Policy on Geometric

Design of Highways and Streets", and the FHWA's Manual on Uniform Traffic Control Devices (MUTCD). All work performed shall be in accordance with the most recent edition of the CABINET's Standard Specifications for Road and Bridge Construction, as revised, and as provided in Subsection 105.01 of said Specifications. All materials furnished shall be in accordance with Subsection 106 of said Specifications to include all CABINET List of Approved Materials. These standards, specifications, and criteria are incorporated in this AGREEMENT by this reference.

Section 17. Consultant Selection. The RECIPIENT shall be responsible for all PROJECT design activities, which may be completed either by the RECIPIENT's staff or a consultant. If the RECIPIENT selects to perform the design work with internal staff, these costs will be eligible for an in-kind match if pre-approved by the CABINET Administering Office. If the RECIPIENT selects to perform the work through a consultant, the RECIPIENT, with the oversight and approval of the CABINET, shall be responsible for the advertisement, selection, and contracting for consultant engineering and related services for the PROJECT in compliance with the Federal requirements set forth in the Brooks Act USC 40 1101, Public Law 92-582, the FHWA policy outlined in 23 CFR 172, CABINET policies and procedures, the CABINET procurement policies, and the Kentucky Model Procurement Code as defined within KRS 45A.730-750. This requires the use of a Qualifications Based Selection (QBS) process for the selection of all engineering and related services. By complying with KRS 45A.730-750, the required Federal provisions of the Brooks Act will be satisfied. All plans and specifications must be prepared by a professional engineer or architect licensed in the Commonwealth of Kentucky and prequalified by the CABINET to practice the type of work to be done. If no CABINET prequalification category exists, a consultant must receive approval by the CABINET prior to working on the PROJECT. The RECIPIENT may choose to enter into a letter agreement with a consultant that has a statewide contract with the CABINET instead of going through the procurement process itself.

Section 18. Contractor Procurement. The RECIPIENT shall be responsible for all PROJECT construction activities, which may be completed either by the RECIPIENT's staff or by a contractor. If the RECIPIENT intends to use contractor services, the RECIPIENT shall be responsible for the advertisement, opening of bids, selection, and contracting for contractor services for the PROJECT, with the concurrence of the CABINET, in accordance with the Federal contract provisions listed in FHWA Form 1273 which take precedence over the Kentucky Model Procurement Code provisions KRS 45A.343 and KRS 45A.345-460, as well as KRS 424, 23 CFR 635, 23 USC 112. Bid proposals must be accepted for a minimum of 21 days from the date of the first advertisement for award. Contractors and subcontractors must be pre-qualified by the CABINET for the type of work prior to being awarded a contract. If no CABINET prequalification category exists, a contractor or subcontractor must receive the approval of the CABINET prior to working on the PROJECT.

The RECIPIENT shall prepare an independent engineer's estimate in accordance with 23 CFR 630, Subpart B to compare against the contractors' bids for reasonableness. The RECIPIENT shall thoroughly review all bids and obtain concurrence from the CABINET prior to the award or the rejection of any contract of bids for work or materials to be used on this PROJECT. Factors that should be considered

and documented in reviewing submitted bids are: a comparison of the bids against the engineer's estimate, the number of bids submitted, the distribution or range of bids received, the geographic location of bidders, any potential savings from readvertising the PROJECT, a comparison of bids against other recent bids for the same item or service, the urgency of the PROJECT, the number of times previously advertised or contracted for, the current market conditions, a comparison of unit bids versus engineer's estimate unit bids, the funding available. Determining whether the bids received are adequate involves considering any critical safety improvements, emergency repair or replacement of damaged facilities, the opening of otherwise completed facilities to traffic, furthering a phased construction schedule, or any other factors deemed important by the CABINET or FHWA. Specific Federal requirements defined within 23 CFR 635 require that the award be made to the lowest responsive bidder meeting the criteria of responsibility established by the CABINET.

Section 19. Contract Administration and Inspection It is understood that the RECIPIENT shall be responsible for all aspects of administration, testing, and inspections to ensure the materials and construction meet CABINET specifications and Federal quality assurance specifications referenced in 23 CFR 637 and 23 CFR 635.105 (a) or (b). This includes providing daily on-site inspection of contractor work activities and prompt processing all of the paperwork associated with the construction contract, including any change orders. The RECIPIENT must receive prior written CABINET approval for all change orders, but such approval shall not increase the funding obligated to the RECIPIENT under this AGREEMENT or otherwise.

The RECIPIENT shall use the most recent edition of the CABINET's Regional Highway and Bridge Construction Inspection advertisement for construction inspectors, or must receive CABINET approval to submit an Alternative Construction Inspection Plan. If the RECIPIENT does not have adequate staff to perform this work, the RECIPIENT may hire a consultant or enter into an agreement with another governmental agency to provide these services. The CABINET must review and approve the Construction Engineering and Inspection agreement and the agreement with the service provider and a copy of both in the PROJECT file as required by FHWA. If the RECIPIENT elects to hire a consultant, the RECIPIENT must ensure that the consultant staff is competent in construction inspection and performs all work under the direct supervision of a registered professional engineer or architect licensed in the Commonwealth of Kentucky. The use of a consultant does not relieve the RECIPIENT of ultimate responsibility for the proper administration and inspection of the construction. If a consultant is used to provide inspection services, the RECIPIENT must also provide an appropriately certified and licensed RECIPIENT employee to be in responsible charge of the PROJECT and oversee the inspections.

When an Alternative Construction Inspection Plan is submitted, the RECIPIENT must ensure sufficient quantity and quality are delivered and that proper inspection documentation is maintained. The Alternative Construction Inspection Plan must be performed under the supervision of a Professional Engineer licensed in the State of Kentucky, include credentials and experience of inspectors, indicate testing consistent with the CABINET's Sampling Manual, detail the frequency, who will be responsible, and what will be included in reports, and coordinate with the CABINET's construction inspector.

The CABINET and/or the FHWA may conduct an announced or unannounced field review of the PROJECT at any time. This field review is intended to verify conformance with all laws, regulations, and policies applicable to the Federal-aid Highway Program and provide assistance to the RECIPIENT where necessary.

Section 20. Davis-Bacon and Related Acts. The 1931 Davis-Bacon Act (prevailing Federal wage) requires the RECIPIENT of all Federal-aid construction projects to comply with contractor and subcontractor payment rates and fringe benefits as determined by the Secretary of Labor for corresponding classes of laborers and mechanics engaged on similar construction, alteration, and/or repair of public buildings or public works, painting, or decorating projects in the locality. Specific wage rates shall be included in the construction contract between the RECIPIENT and the contractor, which must also include a contract provision that overrides the general applicability provisions in Form FHWA-1273, Sections IV and V.

Section 21. The Contract Work Hours and Safety Standards Act. During the construction of the PROJECT, the RECIPIENT shall comply with the Contract Work Hours and Safety Standards Act which contains weekly (after 40 hours) overtime pay requirements and applies to most Federal contracts which may require or involve the employment of laborers and mechanics, including watchmen and guards. Section 107 of the Act provides health and safety standards on covered construction work which are administered by the Occupational Safety and Health Administration (OSHA). The RECIPIENT shall refer to the Contract Work Hours and Safety Standards Act for the requirements under this provision.

Section 22. The Copeland "Anti-Kickback" Act. The RECIPIENT shall comply with the "Anti-Kickback" section of the Copeland Act, which makes it punishable to induce any person working on a Federally funded or assisted construction project to "give up any part of the compensation to which he is entitled under his contract of employment." The RECIPIENT shall refer to the Copeland Act for the requirements under this provision.

Section 23. Title VI - Civil Rights Act of 1964. The RECIPIENT shall comply with all requirements imposed by Title VI of the Civil Rights Act of 1964 (78 Stat. 252), the Regulations of the United States Department of Transportation issued thereunder (CFR Title 49, Subtitle A, Part 21), and the assurance by the RECIPIENT pursuant thereto, including prohibition regarding discrimination.

Section 24. Equal Employment Opportunity (Equal Opportunity Act of 1972). In connection with the execution of this AGREEMENT, the RECIPIENT shall take affirmative action and not discriminate against any employee or applicant for employment to ensure that applicants are employed, and that employees are fairly treated during their employment. Such actions 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 of training including apprenticeship. The RECIPIENT shall incorporate the foregoing requirements of this paragraph in all subcontracts for services covered by this AGREEMENT.

Section 25. Disadvantaged Business Enterprise (DBE) Requirements. An applicant DBE firm must be given consideration for participation in the PROJECT and a DBE goal shall be set by the CABINET for work on the PROJECT. The CABINET shall review and approve the DBE goal based on CABINET

processes and procedures. Any participating DBE firm must be certified as a DBE firm and be prequalified with the CABINET. The RECIPIENT agrees to comply with the DBE Requirements contained within 23 CFR 635 Subpart A, Section 1101(b) of Public Law 109-59 and 49 CFR Part 26 to ensure equal opportunity to socially and economically disadvantaged small businesses.

Assurance. The contractor, subrecipient or subcontractor shall not discriminate in the performance of this AGREEMENT. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of contracts assisted by the United States Department of Transportation. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other allowable remedy the CABINET deems appropriate. Each contract signed with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include this provision.

DBE Prompt Payment Requirement. The contract between the RECIPIENT and the contractor shall include a contract provision that requires the contractor to comply with 49 CFR 26.29 and pay its subcontractors within ten (10) working days from receipt of each payment RECIPIENT makes to the contractor. The RECIPIENT shall prohibit the contractor from withholding retainage on any subcontract on this PROJECT to ensure prompt and full payment from the contractor to the subcontractor within 30 days after the subcontractor's work is satisfactorily completed.

Section 26. Prohibited Interest. No member, officer, or employee of the CABINET or the RECIPIENT during his tenure or for one (1) year thereafter shall have any financial interest, direct or indirect, in this AGREEMENT or the proceeds thereof as identified in KRS 45A.340. The CABINET and the RECIPIENT shall comply with the requirements of the Executive Branch Code of Ethics KRS Chapter 11A. No member, officer, or employee of the CABINET or RECIPIENT shall collude or lobby on behalf of this PROJECT without penalty, including but not limited to suspension or debarment.

The RECIPIENT further represents that, pursuant to KRS 45A.328, they have not procured an original, subsequent, or similar contract while employing an executive agency lobbyist who was convicted of a crime related to the original, subsequent, or similar contract within five (5) years of the conviction of the lobbyist.

Section 27. Covenant Against Contingent Fees. The RECIPIENT warrants that no person, selling agency or other organization has been employed or retained to solicit or secure this AGREEMENT upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warranty, the CABINET shall have the right to annul this AGREEMENT without liability or, in its discretion, to deduct from the compensation, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

Section 28. Interest of Members of or Delegates to Congress. No funding has been or will be paid to a member or delegate to the Congress of the United States in connection with the awarding of this Federal contract. Nor shall any member of or delegate to the Congress of the United States receive any benefit arising out of this Federal contract.

Section 29. Standards for the Treatment of Historic Properties. Projects including but not limited to Historic preservation, impacting properties on or eligible for the National Register of Historic Places shall meet applicable Secretary of the Interior's Standards for the Treatment of Historic Properties, the Standards and Guidelines for Archeology and Historic Preservation, and all other applicable federal or state historic property requirements prior to the payment of any monies under this AGREEMENT.

Section 30. Maintenance as Public Facilities. The RECIPIENT agrees to maintain the facilities in an acceptable condition and for a public purpose in accordance with the Maintenance Plan. In addition, any applicable landscaping in any project shall be maintained in an acceptable condition to include mowing, trimming, or other maintenance. In the event that the property is not maintained as a public facility, the RECIPIENT shall reimburse the FHWA for all proceeds provided for in this PROJECT including any applicable interest, unless such change in use is approved in writing by the CABINET and FHWA, if applicable. The RECIPIENT shall obtain concurrence from the CABINET's District 7 Chief District Engineer in Lexington of a Maintenance Plan for any facilities to be constructed, prior to the awarding of any contract to construct such facilities.

Section 31. Americans with Disabilities Act. 42 USC 1201 et seq. The RECIPIENT agrees to comply with the provisions of the Americans with Disabilities Act of 1990 (ADA) and Section 504 of the Rehabilitation Act of 1973, P.L. 93-112, and other applicable Federal regulations relating hereto, issued by the U.S. Department of Transportation. ADA prohibits discrimination against otherwise qualified individuals under any program or activity receiving Federal financial assistance covered by this AGREEMENT and imposes requirements that affect the design, construction, and maintenance of all transportation projects, to provide access to all facilities.

Section 32. Applicable Laws. This AGREEMENT shall be in accordance with the laws of the United States Department of Transportation, Federal Highway Administration, the United States of America, and the Commonwealth of Kentucky.

Section 33. Hold Harmless Clause. To the extent permitted by law, the RECIPIENT shall indemnify and hold harmless the FHWA and the CABINET and all of its officers, agents, and employees from all suits, actions, or claims of any character arising from any injuries, payments or damages received or claimed by any person, persons, or property resulting from implementation of any phase of the PROJECT or occurring on or near the PROJECT site.

Section 34. Contract Completion. The RECIPIENT is responsible for ensuring that all PROJECT construction activities have been completed and is responsible for providing all of the necessary paperwork as required by the construction contract. This involves conducting a pre-audit of all contract items and associated paperwork. When complete, the RECIPIENT's project engineer in responsible charge of the PROJECT shall notify the CABINET the PROJECT is ready for final inspection. The RECIPIENT will conduct, document and submit to the CABINET a field inspection to verify completion of the work in substantial conformance with the AGREEMENT. The RECIPENT's project manager shall certify the PROJECT was constructed in accordance with the plans and specifications and that the contractor has paid all suppliers and subcontractors in full.

In accordance with 2 CFR 200, the RECIPIENT shall maintain all PROJECT records for three (3) years after final payment.

Section 35. Audit and Inspection. The RECIPIENT, contractor and any subcontractors shall permit the CABINET, the Comptroller General of the United States and the Secretary of the United States Department of Transportation, or their authorized representatives, to inspect and approve all phases of the PROJECT and all relevant PROJECT data and records, including any audit(s) of the RECIPIENT pertaining to the PROJECT.

The RECIPIENT hereby acknowledges its duty to the CABINET to determine whether it is subject to the Single Audit Act of 1984, P.L. 98-502, and the Single Audit Act Amendments of 1996, P.L. 104-156. The RECIPIENT shall follow 2 CFR 200. In Accordance with 2 CFR Subpart F, If the RECIPIENT has expended more than $750,000 in Federal funding from all sources in the RECIPIENT's fiscal year, the RECIPIENT shall provide the CABINET copies of their 2 CFR 200 Subpart F audit reports within 9 months of their fiscal year end.

The RECIPIENT hereby acknowledges it is responsible to inform any entity it intends to hire or use as a contractor, as defined in KRS 45A.030(9), that the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any of the contractor's books, documents, papers, records, or other evidence, which are directly pertinent to this AGREEMENT for the purpose of financial audit or program review. Furthermore, any of the contractor's books, documents, papers, records or other evidence provided to the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, or the Legislative Research Commission which are directly pertinent to the AGREEMENT shall be subject to public disclosure regardless of the proprietary nature of the information, unless specific information is identified and exempted and agreed to by the Secretary of the Finance and Administration Cabinet as meeting the provisions of KRS 61.878(1)(c) prior to the execution of the AGREEMENT. The Secretary of the Finance and Administration Cabinet shall not restrict the public release of any information, which would otherwise be subject to public release if a State government agency were providing the service.

Section 36. Campaign Finance. The RECIPIENT shall certify that the contractor swears under the penalty of perjury, as provided by KRS 523.020, that neither he/she nor the entity which he/she represents has knowingly violated any provisions of the campaign finance laws of the Commonwealth, and that the award of a contract to him/her or the entity which he/she represents will not violate any provisions of the campaign finance laws of the Commonwealth.

Section 37. Violations. Pursuant to KRS 45A.485, the RECIPIENT shall certify that all contractors shall reveal to the CABINET any final determination of a violation within the previous five (5) year period pursuant to KRS Chapter 139, 136, 141, 337, 338, 341 and 342. These statutes relate to the State sales and use tax, corporate and utility tax, income tax, wages and hours laws, occupational safety and health law, unemployment compensation law, and workers compensation insurance law, respectively.

The RECIPIENT shall certify that all contractors agree to be in continuous compliance with the provisions of KRS Chapters 136, 139, 141, 337, 338, 341 and 342 for the duration of this AGREEMENT.

Failure to reveal a final determination of a violation of the referenced statutes or to comply with these statutes for the duration of this AGREEMENT shall be grounds for the cancellation of the contract or subcontract and disqualification of the contractor from eligibility for future State contracts for a period of two (2) years.

The RECIPIENT represents that pursuant to KRS 45A.607 they are not currently engaged in, and will not for the duration of the contract engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which Kentucky can enjoy open trade. Note: The term Boycott does not include actions taken for bona fide business or economic reasons, or actions specifically required by federal or state law.

Section 38. Personal Service Contracts and Memoranda of Agreement. If this AGREEMENT comes under the purview of KRS 45A.690 - 45A.725, payments on personal service contracts and memoranda of agreement shall not be authorized for services rendered after disapproval of the Government Contract Review Committee unless the decision of the committee is overridden by the Secretary of Finance and Administration Cabinet or agency head, if the agency has been granted delegation authority.

Section 39. Disputes. Any dispute concerning a question of fact in connection with the work, not disposed of by agreement between the RECIPIENT and the CABINET, shall be referred to the Secretary of the Transportation Cabinet of the Commonwealth of Kentucky, or his duly authorized representative, whose decision shall be final. Regulations concerning any claims to be filed by a contractor are referenced in 23 CFR 635.124.

Section 40. Agreement Change. Any proposed change to the Scope of Work or time extension to this AGREEMENT shall comply with 23 CFR 635.120 and 635.121 and shall be evidenced in writing at the mutual consent of the RECIPIENT and the CABINET.

Section 41. Termination. The CABINET may cancel all reimbursements under this AGREEMENT at any time deemed to be in the best interest of the CABINET by giving thirty (30) calendar days written notice of such cancellation to the RECIPIENT. If reimbursement under this AGREEMENT is canceled under this section by reason other than violation of this AGREEMENT or any applicable law by the RECIPIENT, its agents, employees and contractors, the CABINET shall reimburse the RECIPIENT according to the terms hereof for all expenses incurred under this AGREEMENT to the date of such cancellation of reimbursement. The RECIPIENT may seek to cancel its obligations under this AGREEMENT at any time deemed to be in the best interest of the RECIPIENT by giving thirty (30) calendar days written notice of such request to the CABINET. If the CABINET agrees to allow the RECIPIENT to cancel the PROJECT or cancel its obligations under this AGREEMENT, the RECIPIENT shall reimburse the CABINET for all Federal funding reimbursements made under this AGREEMENT.

Section 42. Resolution. The RECIPIENT shall pass a resolution authorizing the Mayor to sign this AGREEMENT on behalf of the RECIPIENT. An acceptable Resolution shall contain the Project name, description, amount of funds being provided and an acknowledgement that the RECIPIENT agrees to ratify and adopt all statements, representations, warranties, covenants, and agreements contained in the AGREEMENT. Furthermore, by accepting the funds the RECIPIENT agrees to all terms and conditions

stated in the AGREEMENT. A copy of the resolution shall be attached to the AGREEMENT (Attachment B) and returned to the CABINET prior to full execution of this AGREEMENT.

Section 44. Responsible Charge. The RECIPIENT shall designate a Person in Responsible Charge of this PROJECT according to the terms outlined in Attachment C. The RECIPIENT will provide the name and contact information for the Person in Responsible Charge prior to full execution of this PROJECT. The Attachment C information must be current for the RECIPIENT to be in compliance with the federal regulations and an eligible recipient of federal funds. Should a change occur, the RECIPIENT must submit a revised Attachment C within 7 days. Failure to comply can result in cancellation of the PROJECT.

IN TESTIMONY WHEREOF, the parties have hereto caused this AGREEMENT to be executed upon signature by their proper officers and representatives.

COMMONWEALTH OF KENTUCKY TRANSPORTATION CABINET:

Approved as to form and legality:

_____	_____
Attorney	Jim Gray, Secretary
Date: _____	Date: _____

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Approved as to form and legality:

_____	_____
Attorney	Linda Gorton, Mayor
Date: _____	Date: _____

ATTACHMENT A
SCOPE OF WORK AND BUDGET SUMMARY

Scope of Work:

RECIPIENT UEI NUMBER: VM1GLHWZXA96

Modernize roadway, improve multi-mobility, and include safety and capacity improvements at intersections on US 60 (Versailles Road) from Viley Road to Porter Place.

The Enacted Highway Plan identified three segments along the US 60 Corridor: Item No. 07-80306.00 (Viley Road to Oxford Circle), Item No. 07-80312 (Oxford Circle to Red Mile/ S. Forbes Road), and Item No. 07-80311.00 (Red Mile Road/ S. Forbes Road to Porter Place). The RECIPIENT has determined that it is the best interest of the PROJECT to Design the segments as one PROJECT. The CABINET agrees and has authorized the Design Phase funding as one federal project: 3003-379.

The CABINET through FHWA has authorized $1,500,000 federal National Highway (NH) Funds with local match of $375,000 for the Design of the PROJECT as well as $150,000 federal NH funds with $37,500 state match for the CABINET's PROJECT oversight. The RECIPIENT has identified up to an additional $2,525,000 of local funds available for any costs in excess of the $1,875,000 programmed with FHWA. The RECIPIENT will submit invoices to the CABINET up to $1,875,000 and be reimbursed 80% for those invoices. The additional local funds will not flow through the CABINET.

Project End Date: December 31, 2028

Budget:

		Federal Funds	Local Funds	State Match	Total
Current MOA	Design Phase Funding: RECIPIENT Program# 1891201D	$1,500,000.00	$375,000.00	-	$1,875,000.00
	Design Phase Funding: RECIPIENT	-	$2,525,000.00	-	$2,525,000.00
	Design Phase Funding: Cabinet Program# 1891202D	$150,000.00	-	$37,500.00	$187,500.00
Design Phase Total for RECIPIENT		**$1,500,000.00**	**$2,900,000.00**	**-**	**$4,400,000.00**
Design Phase Total for Cabinet		**$150,000.00**	**-**	**$37,500.00**	**$187,500.00**

All federally-funded projects are set up in phases (design, ROW, utilities, construction). No work can begin on any phase of a project until the CABINET provides a written notice to proceed for that phase. Funding for this project will be programmed with FHWA as each phase is approved. Effective December 26, 2014, FHWA requires a project end date for each federal project phase programmed. As each phase of the project is programmed with FHWA a supplemental agreement will be sent to the project sponsor to add the funding and adjust the project end date. Any expenditure incurred by the project sponsor after the end date will not be eligible for reimbursement. If the project sponsor requires an extension, they must notify the Administering Office thirty (30) days before the project end date.

Estimated Future Phases:

Future phases are shown in the enacted plan as follows:

Viley Road to Oxford Circle (07-80306.00)		Federal Funds	Fiscal Year
Estimated	Utilities	$20,000	2027
	Right of Way	$70,000	2027
	Construction	$1,830,000	2028

Oxford Circle to Red Mile/ S Forbes Road (07-80312.00)		Federal Funds	Fiscal Year
Estimated	Utilities	$60,000	2027
	Right of Way	$420,000	2027
	Construction	$12,190,000	2028

Red Mile/ S Forbes Road to Porter Place (07-80311.00)		Federal Funds	Fiscal Year
Estimated	Utilities	$20,000	2027
	Right of Way	$140,000	2027
	Construction	$9,250,000	2028

ATTACHMENT B

ATTACH A RESOLUTION HERE

ATTACHMENT C
PERSON IN RESPONSIBLE CHARGE

Upon federal-aid project delegation to the RECIPIENT by the CABINET, the undersigned hereby certifies the following, to the best of his or her knowledge and belief, on behalf of the RECIPIENT:

1. Pursuant to 23 CFR 635.105(c) (4), the RECIPIENT acting as a subrecipient of federal transportation funds must provide an employee of that agency, who is available full time, to be in responsible charge of the PROJECT. The individual in responsible charge of the PROJECT is held accountable for ensuring that all applicable Federal and State regulations are followed on the PROJECT. This person will have the authority and resources to manage the PROJECT and will be the primary point of contact with the CABINET. This person may be the project engineer provided that the project engineer is a full-time employee of the RECIPIENT. If the project engineer is a consultant, the person in responsible charge must be a full-time employee of the RECIPIENT.

2. The undersigned and the designated RECIPIENT's person in responsible charge of this PROJECT has read and understands the contract administration and inspection responsibilities described in the CABINET's *Federal-Aid Highway Program Project Development Guide for Local Public Agencies* (LPA Guide).

3. The undersigned will carry out this PROJECT in accordance with the applicable Federal and State laws and associated regulations identified in the LPA Guide.

4. The undersigned will enforce compliance with the above-mentioned laws, regulations, policies, and guidelines by its consultants, contractors, and subcontractors.

5. The undersigned certifies the designated person in responsible charge will:
   - Have the ability to visit the PROJECT or attend meetings related to the PROJECT as needed.
   - Be responsible for ensuring that the PROJECT is delivered on time in accordance with established milestones and the terms of the contract between the RECIPIENT and the CABINET.

6. In accordance with the requirements outlined above, RECIPIENT has selected the following individual as the person in responsible charge for the PROJECT:

Name: Scott Gabbard	Position with RECIPIENT: Municipal Engineer Sr.
E-mail: sgabbard@lexingtonky.gov	Phone: 859-258-3437
Signature: Scott Gabbard	

7. Should the RECIPIENT require a change to the Person in Responsible Charge, they will notify the CABINET, designate a new Person in Responsible Charge, and resubmit the Attachment C within 7 days of the change. The new Attachment C will be incorporated into this Agreement upon approval by the CABINET.

Linda Gorton, Mayor Date

Search in Menu

LFUCG Budget Amendment Request Form

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Requester: Moore,Celia E **Date:** 05/19/2025 **Status:** Pending Approval **Amend Nbr:** 13725

Business Unit: LFUCG **Journal Date:** 05/19/2025 **Budget Period:** 2025 **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	3160	303202	3251	91715	Construction-Street	1,875,000.00	035224	055143	

Revenue Accounts

Personalize | Find | View All | First 1-2 of 2 Last

	Fund	Dept	Section	Account	Description	Amount	Division	Department	Journal ID
1	3160	303202	3251	44010	Intergovernmental - Federal	1,500,000.00	035224	055143	
2	3160	303202	3251	45915	Transfer From Municipal Aid	375,000.00	035224	055143	

Project/Grant Revenue

Project/Grant Expenditures

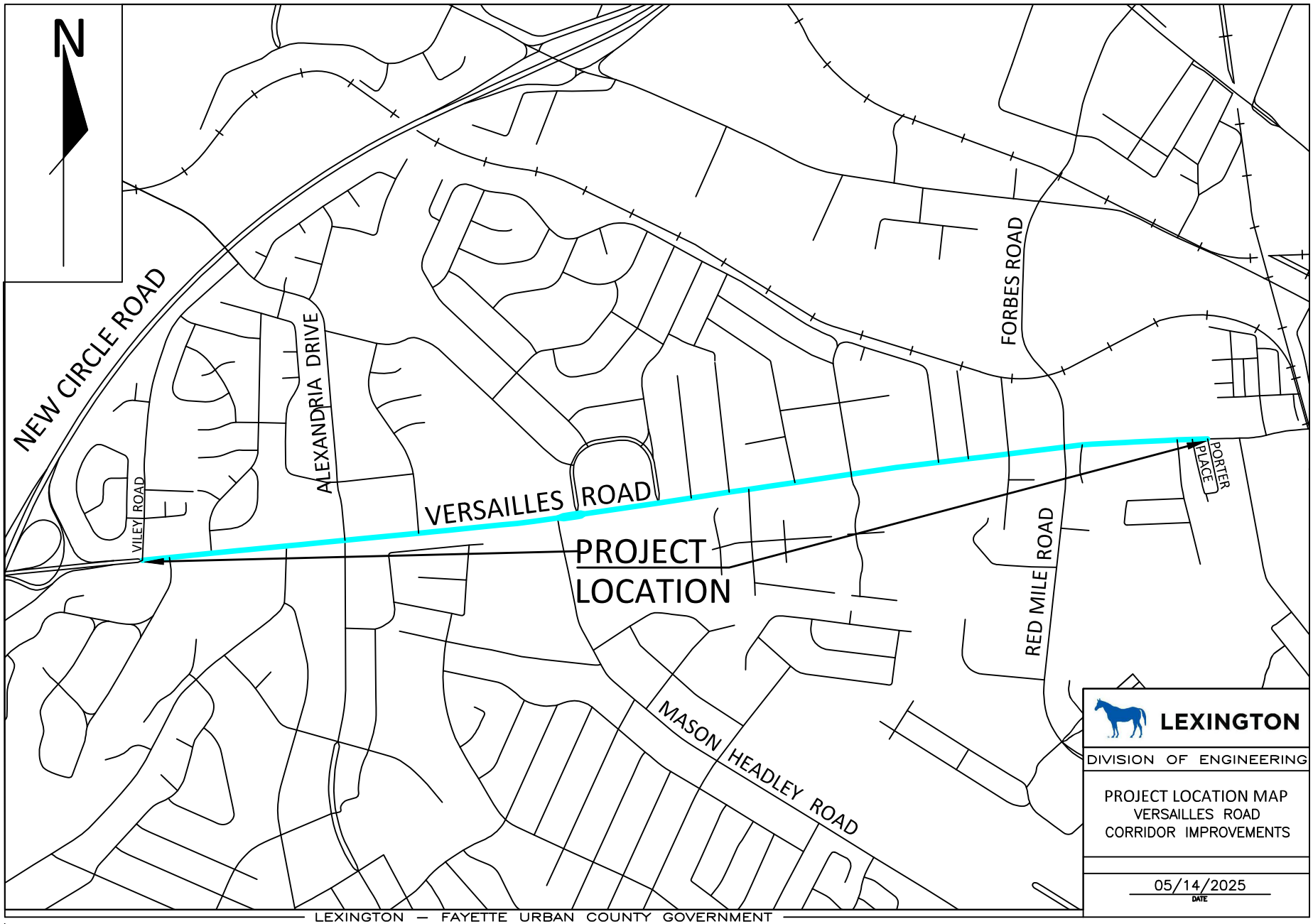
Comments:

To establish grant budget for Versailles Road Corridor Improvement Project (VERSAILLES_2025)

Net Amend Amt: 0.00

Submit for Approval

Save Add


N
NEW CIRCLE ROAD
VILEY ROAD
ALEXANDRIA DRIVE
VERSAILLES ROAD
PROJECT LOCATION
FORBES ROAD
PORTER PLACE
RED MILE ROAD
MASON HEADLEY ROAD
LEXINGTON
DIVISION OF ENGINEERING
PROJECT LOCATION MAP
VERSAILLES ROAD
CORRIDOR IMPROVEMENTS
05/14/2025
DATE
LEXINGTON — FAYETTE URBAN COUNTY GOVERNMENT

MEMORANDUM

DATE: May 9, 2025

TO: MPO Transportation Policy Committee (TPC) and TPC Subcommittees

FROM: Christopher Evilia AICP, MPO Director & Executive Secretary

SUBJECT: Notification of **Administrative Modification #7** to the FY 2025 – FY 2028 Transportation Improvement Program (TIP) and Administrative Modification #10 to the 2050 Metropolitan Transportation Plan (MTP)

On May 9, 2025, the Lexington Area Metropolitan Planning Organization issued Administrative Modification #7 to the FY 2025 – 2028 TIP and Modification #10 to the 2050 MTP.

Administrative Modification #7:
This action updates the previously published documents and tables for an existing project in the TIP.

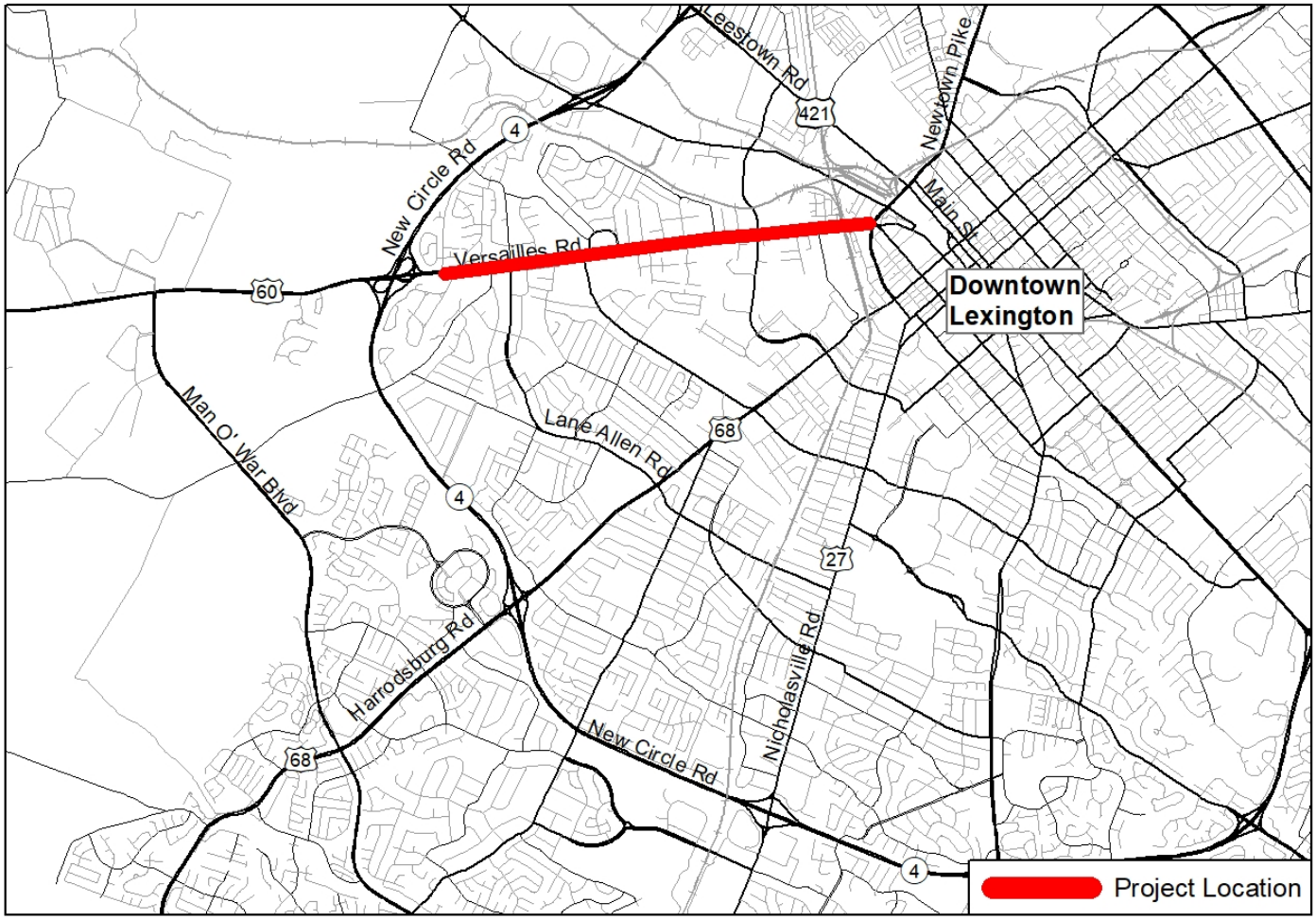
Versailles Road Improvements

This modification updates the budget for the design phase with the following recently authorized funding amounts:

- $1,500,000 federal National Highway (NH) Funds with $375,000 local match for Design
- $150,000 federal National Highway (NH) Funds with $37,500 state match for KYTC project oversight.
- $2,525,000 of additional local funds

The modified TIP table is shown below. The Administrative Modification has been posted to the MPO website at www.lexareampo.org. Please contact me if you have any questions.

PROJECT	ID	PH	FY	FUND	FED	STA	LOC	TOT
Versailles Rd (Design) Modernize roadway from Viley Rd to Oliver Lewis Way MOD 7	FAY-213	DN	2025	NH	$1,650	$38	$2,900	$4,588


Leestown Rd
421
Newtown Pike
Main St
New Circle Rd
4
Versailles Rd
60
Downtown
Lexington
Man O' War Blvd
Lane Allen Rd
68
4
27
Harrodsburg Rd
Nicholasville Rd
New Circle Rd
68
4
Project Location

RESOLUTION NO. ____-2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT AND ACCEPT FEDERAL FUNDS IN THE AMOUNT OF $1,500,000.00 FROM THE KENTUCKY TRANSPORTATION CABINET AS FUNDED UNDER THE NATIONAL HIGHWAY FUNDS (NH) PROGRAM FOR THE DESIGN OF THE VERSAILLES ROAD CORRIDOR IMPROVEMENT PROJECT, THE ACCEPTANCE OBLIGATES LFUCG TO $375,000.00 IN LOCAL MATCH, AND AUTHORIZING THE MAYOR TO TRANSFER UNENCUMBERED FUNDS WITHIN THE GRANT BUDGET.

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute an agreement and accept federal funds in the amount of $1,500,000.00 from the Kentucky Transportation Cabinet as funded under the National Highway Funds (NH) program for the design of the Versailles Road Corridor improvement project, the acceptance obligates LFUCG to $375,000.00 in local match.

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

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

PASSED URBAN COUNTY COUNCIL:

_____
MAYOR

ATTEST:

_____
CLERK OF URBAN COUNTY COUNCIL
503-25:MRS:4910-0522-8870, v. 1

RESOLUTION NO. 266 -2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT AND ACCEPT FEDERAL FUNDS IN THE AMOUNT OF $1,500,000.00 FROM THE KENTUCKY TRANSPORTATION CABINET AS FUNDED UNDER THE NATIONAL HIGHWAY FUNDS (NH) PROGRAM FOR THE DESIGN OF THE VERSAILLES ROAD CORRIDOR IMPROVEMENT PROJECT, THE ACCEPTANCE OBLIGATES LFUCG TO $375,000.00 IN LOCAL MATCH, AND AUTHORIZING THE MAYOR TO TRANSFER UNENCUMBERED FUNDS WITHIN THE GRANT BUDGET.

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute an agreement and accept federal funds in the amount of $1,500,000.00 from the Kentucky Transportation Cabinet as funded under the National Highway Funds (NH) program for the design of the Versailles Road Corridor improvement project, the acceptance obligates LFUCG to $375,000.00 in local match.

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

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

PASSED URBAN COUNTY COUNCIL: June 12, 2025

Linda Gorton

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

503-25:MRS:4910-0522-8870, v. 1

AGREEMENT BETWEEN
THE COMMONWEALTH OF KENTUCKY TRANSPORTATION CABINET
AND
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
US-60 VERSAILLES ROAD- VILEY ROAD TO PORTER PLACE
ITEM NO. 07-80306.00
FEDERAL PROJECT NUMBER 3003-379
$1,500,000 FEDERAL FUNDS

This AGREEMENT is made and entered into by and between the Commonwealth of Kentucky, Transportation Cabinet, hereinafter the "CABINET" and the Lexington-Fayette Urban County Government, hereinafter the "RECIPIENT".

WITNESSETH:

WHEREAS, the Federal Highway Administration (FHWA), through the CABINET, has approved $1,500,000 in federal funding for the US-60 (Versailles Road)- Viley Road to Porter Place Project hereinafter the "PROJECT", known as Federal Project Number 3003-379 and the applicable Assistance Listing number is 20.205-Highway Planning and Construction,

WHEREAS, the Federal-aid Highway Program is a State Administered Reimbursement Program and the RECIPIENT shall carry out this PROJECT in accordance with applicable Federal and State laws and regulations including all of Title 49 United States Code (USC), Title 23 United States Code (USC), 49 Code of Federal Regulations (CFR), 23 Code of Federal Regulations (CFR), and 2 CFR 200,

WHEREAS, the RECIPIENT must comply with applicable CABINET policies and procedures,

WHEREAS, Federal-aid projects are to serve a public purpose, the RECIPIENT is responsible for maintaining any real property or facilities improved pursuant to the PROJECT on a non-profit basis,

WHEREAS, the RECIPIENT shall refer to the *Federal-Aid Project Development Guide for Local Public Agencies*, hereinafter the "GUIDE", and any future revisions for assistance in complying with this AGREEMENT,

WHEREAS, the RECIPIENT shall outline, undertake, and complete the work as described in the Scope of Work and Budget Summary (Attachment A) in accordance with the terms and conditions of this AGREEMENT, and consistent with the FHWA Contract Administration Manual, the CABINET/FHWA Stewardship Agreement, FHWA Form 1273 and all applicable State and Federal laws and regulations,

WHEREAS, the RECIPIENT shall demonstrate and shall maintain adequate staff, provide delivery systems, and sufficient accounting control to complete the PROJECT in accordance with all Federal and State laws and regulations addressed herein, and

WHEREAS, the RECIPIENT has agreed to provide a minimum of 20% matching funds and to accept responsibility for all administration, staffing, maintenance and operation costs for the Project as identified under this AGREEMENT;

NOW THEREFORE, in consideration of the mutual covenants and agreements herein set forth, the CABINET and the RECIPIENT hereby agree as follows:

Section 1. Scope of Work & Budget Summary. It is understood that the PROJECT will enhance the transportation system as further described in the Scope of Work and Budget Summary (Attachment A, attached hereto and made a part of this AGREEMENT). In the Scope of Work and Budget Summary, the RECIPIENT is to include detailed expectations, individual activities, estimates, and a schedule with

milestones which the CABINET will use as checkpoints for the PROJECT. Further, the RECIPIENT is to define the roles, responsibilities, and authorities of the various entities and/or organizational units with regard to the project development and project delivery processes specific to this PROJECT in the Scope of Work and Budget Summary.

The RECIPIENT shall identify and provide a point of contact, including adequate contact information, for who shall be responsible to manage this PROJECT on the RECIPIENT's behalf, submit the Scope of Work and Budget Summary to the CABINET, and be responsible for ensuring that the RECIPIENT adheres to all terms and conditions of this AGREEMENT. The RECIPIENT shall have final design plans, specifications, and a total estimate prepared by a Professional Engineer licensed to practice in the Commonwealth of Kentucky and approved by the CABINET prior to any construction. The Project Development Checklist (LPA-PDC) (Appendix 1 of the GUIDE) shall be submitted by the RECIPIENT and certified by the CABINET prior to construction.

Section 2. Effective Date of Agreement and Term of Eligible Reimbursement. It is understood the effective date of this AGREEMENT is the date the AGREEMENT is signed by the Secretary of the CABINET. After execution of the AGREEMENT, the CABINET will return a copy of the AGREEMENT to the RECIPIENT and issue a Notice to Proceed to begin work on a particular Phase of the PROJECT. Expenditures made prior to the effective date of the AGREEMENT and before the Notice to Proceed for the particular Phase covering the expenditure shall not be eligible for reimbursement. The Term of Eligible Reimbursement under this AGREEMENT shall end December 31, 2028 unless that Term is extended or amended by written agreement in accordance with the provisions of KRS 45A and 2 CFR Part 200 as to period of performance. Any and all funding obligated for any Phase of this PROJECT defined by the original Scope of Work and authorized changes shall be available to reimburse the RECIPIENT for eligible work activities completed and costs incurred after the effective date of this AGREEMENT and the Notice to Proceed covering that Phase of the PROJECT. If the PROJECT cannot be completed during the Term of Eligible Reimbursement under this AGREEMENT, the RECIPIENT must provide justification why the PROJECT end date should be extended and identify the new Term of Eligible Reimbursement being requested.

Section 3. Funding Out Provision. The CABINET may terminate this contract if funds are not appropriated to the contracting agency or are not otherwise available for the purpose of making payments without incurring any obligation for payment after the date of termination, regardless of the terms of the contract. The CABINET shall provide the RECIPIENT thirty (30) calendar days written notice of termination of the contract.

This AGREEMENT is contingent upon the continued availability of appropriated Federal funding. If the funding appropriated for any Phase of the PROJECT becomes unavailable for any reason including the Kentucky General Assembly's failure to appropriate the funding, by operation of law or as the result of a reduction in Federal funding, further reimbursement of PROJECT expenditures may be denied, the PROJECT may be cancelled, the timeline extended or the scope amended by the CABINET either in whole or in part without penalty. Denial of further reimbursement, PROJECT cancellation, extension or

amendment because of an interruption in the appropriated funding is not a default or breach of this AGREEMENT by the CABINET nor may such denial, cancellation, extension or amendment give rise to any claim against the CABINET.

Section 4. Duration of Project. It is understood and agreed by the parties hereto that the Scope of Work shall be completed within the period set forth herein under Section 2. In the event the RECIPIENT fails to perform the Scope of Work within the time allotted, or at any time the RECIPIENT fails to maintain adequate staff, project delivery systems, or sufficient accounting control, the CABINET reserves the right to cancel further reimbursements related to the PROJECT under the AGREEMENT. In the event the CABINET denies further reimbursement under this section, the RECIPIENT shall refund all reimbursements made by the CABINET to the RECIPIENT under this AGREEMENT.

Section 5. Project Funding. It is expressly understood that Federal funding for this PROJECT is being provided by the Federal Highway Administration (FHWA) through the CABINET, specifically through the Assistance Listing Number 20.205, Highway Planning and Construction. The Federal share of the total cost of this AGREEMENT shall not exceed $1,650,000 (the amount indicated on Attachment A) unless otherwise approved in writing by the CABINET with the concurrence of FHWA. If the RECIPIENT completes the PROJECT for less than this amount, the remaining funds may only be used by the RECIPIENT upon written agreement of the CABINET and may only be used for eligible PROJECT costs within the original PROJECT scope. Unless otherwise stated, the funding for the PROJECT shall be authorized in Phases and no reimbursement shall be considered for expenditures made before a Notice to Proceed for that Phase has been received. Reimbursement requests will be considered only for and up to the funding amount and type of work described in the approved Scope of Work and Budget and authorized by the Notice to Proceed for that Phase. The RECIPIENT has agreed to accept up to $1,500,000 in Federal reimbursement funding available as authorized for the Design Phase for eligible PROJECT costs. The RECIPIENT shall be responsible for any ineligible costs, the required 20% local match funds ($375,000), and any costs in excess of $1,500,000 necessary for completion of the approved Scope of Work and any authorized changes to the PROJECT.

The RECIPIENT has agreed to make available up to $150,000 of the total PROJECT funding to the CABINET for direct costs related to PROJECT oversight and management activities. If any funding made available to the CABINET is not used, the CABINET may permit the remaining funding to be obligated to the RECIPIENT for eligible PROJECT costs as evidenced in writing at the mutual consent of both parties.

The RECIPIENT shall pay all PROJECT expenses and only upon meeting all terms and conditions of this AGREEMENT will be eligible to receive Federal reimbursement funding. All charges to the PROJECT shall be supported by properly executed invoices, contracts, vouchers, or monthly employment data evidencing in proper detail the nature and propriety of the charge. The CABINET or FHWA may require additional documentation at their discretion.

Section 6. Allowable Costs. Funding may be used for restoration, repair, construction and other activities eligible under the Surface Transportation Program (STP) as defined within 23 USC 133(b).

Funding may also be used for passenger and freight rail transportation and port infrastructure projects eligible for assistance under subsection 23 USC 601(a)(8). The PROJECT costs referred to in this AGREEMENT shall be those costs included in the Scope of Work (Attachment A) and submitted to the CABINET on the Reimbursement Request Form. The RECIPIENT shall follow 2 CFR 200.

The RECIPIENT is responsible for adhering to all Federal and State laws and regulations listed in this AGREEMENT and all documents referred to herein. The CABINET shall reimburse the RECIPIENT upon request by the RECIPIENT providing proof of payment through appropriate documentation, which includes but is not limited to the following: work progress completed to date, expenses, cancelled checks, bank statements, verified affidavits, and employment reports. The RECIPIENT shall also certify the work shown on the invoice has been performed in accordance with the terms of this AGREEMENT and approved plans and specifications, the cost(s) shown are verified and are true and correct, and the request for reimbursement in no way represents any degree of duplication of payments that have or will be received from other funding sources. This formal letter must be signed by the designated project manager for the RECIPIENT in responsible charge.

Reimbursement by the CABINET is also subject to the provisions of Sections 35 and 38 of this Agreement hereof. The CABINET or FHWA reserves the right to require additional documentation.

Section 7. Reporting and Monitoring The RECIPIENT shall maintain and comply with all reporting requirements outlined by the CABINET and FHWA.

This Federal-aid project is subject to the reporting requirements contained in the Federal Funding Accountability and Transparency Act (Transparency Act) of 2006 Public Law No. 109-282 and/or 31 USC 6101 and its associated amendments. The Transparency Act requires entities receiving Federal awards such as Federal contracts, sub-contracts, grants and sub-grants, to disclose certain information. This Agreement is subject to 31 USC 6101, 2 CFR 170, and 2 CFR Subtitle A, Chapter I and Part 25. The CABINET may require that the RECIPIENT provide a completed Federal Funding Accountability and Transparency Act form prior to execution of this Agreement.

The making, recording and reporting of any purchases shall be undertaken in accordance with the requirements of KRS 45A and applicable federal guidelines. All checks, invoices, contract records, vouchers, orders, purchasing documents, and monthly employment data pertaining in whole or in part to the PROJECT shall be clearly identified and readily accessible. The RECIPIENT shall permit the CABINET and/or FHWA to conduct periodic site visits to ascertain compliance with Federal and State laws and regulations. The RECIPIENT shall maintain financial records for three years after the latest of project completion, the execution of the Project Closure Form by KYTC, Final Acceptance and final reimbursement.

Section 8. Environmental Requirements. With the advice and assistance of the CABINET, the RECIPIENT shall ensure that all applicable environmental requirements are met including the preparation of appropriate environmental documentation prepared pursuant to the National Environmental Policy Act (NEPA) of 1969 addressing the social and environmental effects of the proposed PROJECT. Adequate resources must be devoted to ensuring that all applicable environmental reviews under NEPA are completed on an expeditious basis and that the shortest existing applicable process under NEPA shall be

utilized. Compliance with NEPA 42 USC 4321 et seq, Section 4(f) of 49 USC 303, Section 106 of the National Historic Preservation Act 54 USC 300101 et seq, Sections 401 and 404 of the Clean Water Act, Section 7 of the Endangered Species Act, and any other applicable environmental laws and regulations must be received to permit funding authorization by the FHWA. Specifically, Phase I design activities will be allowed to proceed without a valid environmental document; however, the commencement of any Phase II design, right-of-way acquisition, utility relocation, or construction activities shall not be permitted prior to approval of the appropriate environmental document. Federal funds will be available for reimbursement of construction costs upon successful completion of design activities.

Section 9. Land Acquisition. Should the PROJECT require the acquisition of any interest in real property by the RECIPIENT; the RECIPIENT must comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (49CFR part 24), State Law and KYTC Division of Right of Way & Utilities Right of Way Guidance Manual and Relocation Assistance Manual. In the event condemnation occurs, the CABINET shall require prior written approval prior to the institution of any condemnation proceedings by the RECIPIENT.

The RECIPIENT shall ensure that all real property acquisition, relocation assistance, and property management are completed in a fair, equitable and approved manner consistent with all State and Federal laws and regulations governing the acquisition of real property for public use using State or Federal highway funding. (1) The RECIPIENT shall either adopt in writing the CABINET's written Policies and Procedures for Right of Way Acquisition and Relocation Assistance or present its own written Policies and Procedures for approval by the CABINET's Division of Right of Way and Utilities and, if applicable, the FHWA. (2) The RECIPIENT shall conduct all appraisals and appraisal reviews using personnel meeting the CABINET's minimum qualifications and listed on the CABINET's pre-qualified appraiser and reviewer list. (3) The RECIPIENT must use an acquisition consultant, prequalified by the CABINET, on all or any portion of the PROJECT, unless given prior approval by the CABINET to acquire property utilizing the RECIPIENT's staff. The selection of the consultant shall be in accordance with the CABINET's Division of Right of Way Guidance Manual. (4) All appraisals must be reviewed and approved by the CABINET's Central Office review appraisers, failure to do so will result in the PROJECT being ineligible for reimbursement. (5) The RECIPIENT shall provide property management in accordance with approved procedures and be responsible for the abatement of any asbestos containing materials and removal of contaminated soils pursuant to applicable State and Federal laws and regulations. (6) The RECIPIENT shall provide the CABINET and, when applicable, FHWA, necessary assurance that all real property has been acquired and all displaced individuals, businesses, non-profit organizations and farms have been offered relocation assistance according to applicable State and Federal laws and regulations. (7) The RECIPIENT shall provide the CABINET, and when applicable, FHWA, necessary documentation for review and approval at various stages of the acquisition process, as described in the CABINET's Right of Way Relocation Assistance Guidance Manual.

The CABINET shall: (1) Review all appraisal reports to ensure proper appraisal practice and procedures as well as compliance with State and Federal laws and regulations, and (2) Approve the final value conclusion through the Director, Division of Right of Way and Utilities.

The RECIPIENT shall provide to the CABINET the following information on each parcel of real property to be acquired:

- A title opinion for the Property,
- An accurate legal description and plat delineating the shape and location of the Property to be acquired, (*In accordance to KYTC Division of Design Specifications)*
- The total area of the Property,
- The Property interest to be acquired

Should the acquisition of real property result in the displacement of a tenant-occupant, such displacement shall be subject to the requirements of the URA, as set out in implementing regulations 49 CFR Part 24. A displaced tenant shall be eligible for moving expenses and any other relocation expenses for which they might qualify.

Section 10. Restrictive Easements. The RECIPIENT acknowledges that the CABINET may require the placement of a restrictive easement approved by and in favor of the CABINET in the chain of title of any real property acquired or improved pursuant to the PROJECT in favor of the CABINET. If the Owner of any real property acquired or improved pursuant to the PROJECT is different from the RECIPIENT, then the Owner shall sign and be made a party to this AGREEMENT and the Owner hereby acknowledges, covenants and consents to the placement of a restrictive easement for perpetual maintenance of the property acquired or improved pursuant to the PROJECT in the chain of title in favor of the CABINET prior to final reimbursement by the CABINET.

Section 11. Reimbursable Utility Relocations. When conducting a utility relocation, KRS 177.035 and KRS 179.265 determine the necessity of payment on behalf of the utility company in question. When law requires the reimbursement of the work, the cost of constructing the most economical type of facilities that satisfactorily meet the service requirements of the former facilities is negotiated, and an agreement is executed between the RECIPIENT and the utility company. Utility relocations shall be designed by the utility company and shown on the PROJECT's survey and general plan sheets. The impacted utility company, with its regular construction or maintenance personnel, and/or with an approved contractor or subcontractor, will furnish all engineering, administration, labor, and materials to make and complete all necessary adjustments of its facilities to accommodate the PROJECT. The RECIPIENT shall inspect the relocation and document the proper installation of the facilities. If it is determined that the utility relocation work is best conducted within the PROJECT's construction contract, the RECIPIENT or the authority designated by the RECIPIENT will negotiate, execute the agreement, and inspect the relocation work. If a conflict of interest arises between the RECIPIENT and a utility company, the CABINET shall intercede to provide the utility coordination.

Section 12. Non-Reimbursable Utility Relocations. When KRS 179.265 indicates the work is not reimbursable, the utility company shall design their relocation plan on the PROJECT's survey and general

plan sheets. The RECIPIENT shall perform a review and approval of the relocation per agency policy and procedure. The RECIPIENT shall inspect the relocation and document the proper installation of the facilities. If a conflict of interest arises between RECIPIENT and a utility company, the CABINET shall intercede to provide the utility coordination.

Section 13. General Railroad Coordination. The RECIPIENT shall be charged with any railroad coordination for the PROJECT, the execution of a contract with the impacted railroad and oversight of the execution. All work related to the PROJECT shall be done in accordance with the CABINET's Standards, Specifications, Standard Drawings, and the Utilities and Rail Manual. Correspondence pertaining to railroad coordination may impact both the project development and construction of the PROJECT. Therefore any and all correspondence regarding railroad coordination activities must be provided to both contracted parties. The CABINET's representative in such matter is the Central Office Rails Coordinator.

The RECIPIENT shall provide the following with the bid package for the PROJECT: a railroad coordination note defining any and all special project terms and conditions due to the involvement of the railroad company and an estimate of the PROJECT expenses for railroad coordination.

Section 14. General Utility Coordination. The RECIPIENT shall be charged with the identification of utility facilities in conflict with the PROJECT, the execution of a remedy for said conflict, and oversight of the execution. The CABINET encourages dutiful consideration of utility avoidance via design considerations. When avoidance is impossible, uneconomical or otherwise invalid, utility relocation is an acceptable remedy for conflict. All work related to the PROJECT shall be done in accordance with the CABINET's Standards, Specifications, Standard Drawings, and the Utilities and Rail Guidance Manual. Correspondence pertaining to utility coordination may affect both the project development and construction of the PROJECT. Therefore any and all correspondence regarding utility coordination activities must be provided to both contracted parties. The CABINET's representative on these matters is the District Office Utility Supervisor.

The RECIPIENT shall provide the following upon full execution of the utility relocation for the PROJECT: 3 sets of as-built plans for each utility company that completes facility relocation on the project prior to the construction letting, a utility and rail certification note defining the utilities and railroad identified in the PROJECT scope, relocations that have been performed, incomplete relocations, and completion schedules for the incomplete work. If no railroad is involved the note shall indicate as such.

Section 15. Permits and Licenses. The RECIPIENT is responsible for obtaining all permits and licenses required to initiate, perform and complete all phases of the PROJECT in an appropriate and timely manner. Per the CABINET/FHWA Stewardship Agreement, the PROJECT may require more involvement from the FHWA.

Section 16. Design and Construction Standards. All Federal and State design and construction criteria for the type of work shall be followed, including but not limited to 23 CFR 625, the CABINET's Highway Design Manual, the CABINET's Standard Drawings, the CABINET's Standard Specifications for Road and Bridge Construction, the CABINET's Drainage Manual, the CABINET's Structural Design Manual, the American Association of State Highway Transportation Officials' (AASHTO) "Policy on Geometric

Design of Highways and Streets", and the FHWA's Manual on Uniform Traffic Control Devices (MUTCD). All work performed shall be in accordance with the most recent edition of the CABINET's Standard Specifications for Road and Bridge Construction, as revised, and as provided in Subsection 105.01 of said Specifications. All materials furnished shall be in accordance with Subsection 106 of said Specifications to include all CABINET List of Approved Materials. These standards, specifications, and criteria are incorporated in this AGREEMENT by this reference.

Section 17. Consultant Selection. The RECIPIENT shall be responsible for all PROJECT design activities, which may be completed either by the RECIPIENT's staff or a consultant. If the RECIPIENT selects to perform the design work with internal staff, these costs will be eligible for an in-kind match if pre-approved by the CABINET Administering Office. If the RECIPIENT selects to perform the work through a consultant, the RECIPIENT, with the oversight and approval of the CABINET, shall be responsible for the advertisement, selection, and contracting for consultant engineering and related services for the PROJECT in compliance with the Federal requirements set forth in the Brooks Act USC 40 1101, Public Law 92-582, the FHWA policy outlined in 23 CFR 172, CABINET policies and procedures, the CABINET procurement policies, and the Kentucky Model Procurement Code as defined within KRS 45A.730-750. This requires the use of a Qualifications Based Selection (QBS) process for the selection of all engineering and related services. By complying with KRS 45A.730-750, the required Federal provisions of the Brooks Act will be satisfied. All plans and specifications must be prepared by a professional engineer or architect licensed in the Commonwealth of Kentucky and prequalified by the CABINET to practice the type of work to be done. If no CABINET prequalification category exists, a consultant must receive approval by the CABINET prior to working on the PROJECT. The RECIPIENT may choose to enter into a letter agreement with a consultant that has a statewide contract with the CABINET instead of going through the procurement process itself.

Section 18. Contractor Procurement. The RECIPIENT shall be responsible for all PROJECT construction activities, which may be completed either by the RECIPIENT's staff or by a contractor. If the RECIPIENT intends to use contractor services, the RECIPIENT shall be responsible for the advertisement, opening of bids, selection, and contracting for contractor services for the PROJECT, with the concurrence of the CABINET, in accordance with the Federal contract provisions listed in FHWA Form 1273 which take precedence over the Kentucky Model Procurement Code provisions KRS 45A.343 and KRS 45A.345-460, as well as KRS 424, 23 CFR 635, 23 USC 112. Bid proposals must be accepted for a minimum of 21 days from the date of the first advertisement for award. Contractors and subcontractors must be pre-qualified by the CABINET for the type of work prior to being awarded a contract. If no CABINET prequalification category exists, a contractor or subcontractor must receive the approval of the CABINET prior to working on the PROJECT.

The RECIPIENT shall prepare an independent engineer's estimate in accordance with 23 CFR 630, Subpart B to compare against the contractors' bids for reasonableness. The RECIPIENT shall thoroughly review all bids and obtain concurrence from the CABINET prior to the award or the rejection of any contract of bids for work or materials to be used on this PROJECT. Factors that should be considered

and documented in reviewing submitted bids are: a comparison of the bids against the engineer's estimate, the number of bids submitted, the distribution or range of bids received, the geographic location of bidders, any potential savings from readvertising the PROJECT, a comparison of bids against other recent bids for the same item or service, the urgency of the PROJECT, the number of times previously advertised or contracted for, the current market conditions, a comparison of unit bids versus engineer's estimate unit bids, the funding available. Determining whether the bids received are adequate involves considering any critical safety improvements, emergency repair or replacement of damaged facilities, the opening of otherwise completed facilities to traffic, furthering a phased construction schedule, or any other factors deemed important by the CABINET or FHWA. Specific Federal requirements defined within 23 CFR 635 require that the award be made to the lowest responsive bidder meeting the criteria of responsibility established by the CABINET.

Section 19. Contract Administration and Inspection It is understood that the RECIPIENT shall be responsible for all aspects of administration, testing, and inspections to ensure the materials and construction meet CABINET specifications and Federal quality assurance specifications referenced in 23 CFR 637 and 23 CFR 635.105 (a) or (b). This includes providing daily on-site inspection of contractor work activities and prompt processing all of the paperwork associated with the construction contract, including any change orders. The RECIPIENT must receive prior written CABINET approval for all change orders, but such approval shall not increase the funding obligated to the RECIPIENT under this AGREEMENT or otherwise.

The RECIPIENT shall use the most recent edition of the CABINET's Regional Highway and Bridge Construction Inspection advertisement for construction inspectors, or must receive CABINET approval to submit an Alternative Construction Inspection Plan. If the RECIPIENT does not have adequate staff to perform this work, the RECIPIENT may hire a consultant or enter into an agreement with another governmental agency to provide these services. The CABINET must review and approve the Construction Engineering and Inspection agreement and the agreement with the service provider and a copy of both in the PROJECT file as required by FHWA. If the RECIPIENT elects to hire a consultant, the RECIPIENT must ensure that the consultant staff is competent in construction inspection and performs all work under the direct supervision of a registered professional engineer or architect licensed in the Commonwealth of Kentucky. The use of a consultant does not relieve the RECIPIENT of ultimate responsibility for the proper administration and inspection of the construction. If a consultant is used to provide inspection services, the RECIPIENT must also provide an appropriately certified and licensed RECIPIENT employee to be in responsible charge of the PROJECT and oversee the inspections.

When an Alternative Construction Inspection Plan is submitted, the RECIPIENT must ensure sufficient quantity and quality are delivered and that proper inspection documentation is maintained. The Alternative Construction Inspection Plan must be performed under the supervision of a Professional Engineer licensed in the State of Kentucky, include credentials and experience of inspectors, indicate testing consistent with the CABINET's Sampling Manual, detail the frequency, who will be responsible, and what will be included in reports, and coordinate with the CABINET's construction inspector.

The CABINET and/or the FHWA may conduct an announced or unannounced field review of the PROJECT at any time. This field review is intended to verify conformance with all laws, regulations, and policies applicable to the Federal-aid Highway Program and provide assistance to the RECIPIENT where necessary.

Section 20. Davis-Bacon and Related Acts. The 1931 Davis-Bacon Act (prevailing Federal wage) requires the RECIPIENT of all Federal-aid construction projects to comply with contractor and subcontractor payment rates and fringe benefits as determined by the Secretary of Labor for corresponding classes of laborers and mechanics engaged on similar construction, alteration, and/or repair of public buildings or public works, painting, or decorating projects in the locality. Specific wage rates shall be included in the construction contract between the RECIPIENT and the contractor, which must also include a contract provision that overrides the general applicability provisions in Form FHWA-1273, Sections IV and V.

Section 21. The Contract Work Hours and Safety Standards Act. During the construction of the PROJECT, the RECIPIENT shall comply with the Contract Work Hours and Safety Standards Act which contains weekly (after 40 hours) overtime pay requirements and applies to most Federal contracts which may require or involve the employment of laborers and mechanics, including watchmen and guards. Section 107 of the Act provides health and safety standards on covered construction work which are administered by the Occupational Safety and Health Administration (OSHA). The RECIPIENT shall refer to the Contract Work Hours and Safety Standards Act for the requirements under this provision.

Section 22. The Copeland "Anti-Kickback" Act. The RECIPIENT shall comply with the "Anti-Kickback" section of the Copeland Act, which makes it punishable to induce any person working on a Federally funded or assisted construction project to "give up any part of the compensation to which he is entitled under his contract of employment." The RECIPIENT shall refer to the Copeland Act for the requirements under this provision.

Section 23. Title VI - Civil Rights Act of 1964. The RECIPIENT shall comply with all requirements imposed by Title VI of the Civil Rights Act of 1964 (78 Stat. 252), the Regulations of the United States Department of Transportation issued thereunder (CFR Title 49, Subtitle A, Part 21), and the assurance by the RECIPIENT pursuant thereto, including prohibition regarding discrimination.

Section 24. Equal Employment Opportunity (Equal Opportunity Act of 1972). In connection with the execution of this AGREEMENT, the RECIPIENT shall take affirmative action and not discriminate against any employee or applicant for employment to ensure that applicants are employed, and that employees are fairly treated during their employment. Such actions 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 of training including apprenticeship. The RECIPIENT shall incorporate the foregoing requirements of this paragraph in all subcontracts for services covered by this AGREEMENT.

Section 25. Disadvantaged Business Enterprise (DBE) Requirements. An applicant DBE firm must be given consideration for participation in the PROJECT and a DBE goal shall be set by the CABINET for work on the PROJECT. The CABINET shall review and approve the DBE goal based on CABINET

processes and procedures. Any participating DBE firm must be certified as a DBE firm and be prequalified with the CABINET. The RECIPIENT agrees to comply with the DBE Requirements contained within 23 CFR 635 Subpart A, Section 1101(b) of Public Law 109-59 and 49 CFR Part 26 to ensure equal opportunity to socially and economically disadvantaged small businesses.

Assurance. The contractor, subrecipient or subcontractor shall not discriminate in the performance of this AGREEMENT. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of contracts assisted by the United States Department of Transportation. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other allowable remedy the CABINET deems appropriate. Each contract signed with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include this provision.

DBE Prompt Payment Requirement. The contract between the RECIPIENT and the contractor shall include a contract provision that requires the contractor to comply with 49 CFR 26.29 and pay its subcontractors within ten (10) working days from receipt of each payment RECIPIENT makes to the contractor. The RECIPIENT shall prohibit the contractor from withholding retainage on any subcontract on this PROJECT to ensure prompt and full payment from the contractor to the subcontractor within 30 days after the subcontractor's work is satisfactorily completed.

Section 26. Prohibited Interest. No member, officer, or employee of the CABINET or the RECIPIENT during his tenure or for one (1) year thereafter shall have any financial interest, direct or indirect, in this AGREEMENT or the proceeds thereof as identified in KRS 45A.340. The CABINET and the RECIPIENT shall comply with the requirements of the Executive Branch Code of Ethics KRS Chapter 11A. No member, officer, or employee of the CABINET or RECIPIENT shall collude or lobby on behalf of this PROJECT without penalty, including but not limited to suspension or debarment.

The RECIPIENT further represents that, pursuant to KRS 45A.328, they have not procured an original, subsequent, or similar contract while employing an executive agency lobbyist who was convicted of a crime related to the original, subsequent, or similar contract within five (5) years of the conviction of the lobbyist.

Section 27. Covenant Against Contingent Fees. The RECIPIENT warrants that no person, selling agency or other organization has been employed or retained to solicit or secure this AGREEMENT upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warranty, the CABINET shall have the right to annul this AGREEMENT without liability or, in its discretion, to deduct from the compensation, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

Section 28. Interest of Members of or Delegates to Congress. No funding has been or will be paid to a member or delegate to the Congress of the United States in connection with the awarding of this Federal contract. Nor shall any member of or delegate to the Congress of the United States receive any benefit arising out of this Federal contract.

Section 29. Standards for the Treatment of Historic Properties. Projects including but not limited to Historic preservation, impacting properties on or eligible for the National Register of Historic Places shall meet applicable Secretary of the Interior's Standards for the Treatment of Historic Properties, the Standards and Guidelines for Archeology and Historic Preservation, and all other applicable federal or state historic property requirements prior to the payment of any monies under this AGREEMENT.

Section 30. Maintenance as Public Facilities. The RECIPIENT agrees to maintain the facilities in an acceptable condition and for a public purpose in accordance with the Maintenance Plan. In addition, any applicable landscaping in any project shall be maintained in an acceptable condition to include mowing, trimming, or other maintenance. In the event that the property is not maintained as a public facility, the RECIPIENT shall reimburse the FHWA for all proceeds provided for in this PROJECT including any applicable interest, unless such change in use is approved in writing by the CABINET and FHWA, if applicable. The RECIPIENT shall obtain concurrence from the CABINET's District 7 Chief District Engineer in Lexington of a Maintenance Plan for any facilities to be constructed, prior to the awarding of any contract to construct such facilities.

Section 31. Americans with Disabilities Act. 42 USC 1201 et seq. The RECIPIENT agrees to comply with the provisions of the Americans with Disabilities Act of 1990 (ADA) and Section 504 of the Rehabilitation Act of 1973, P.L. 93-112, and other applicable Federal regulations relating hereto, issued by the U.S. Department of Transportation. ADA prohibits discrimination against otherwise qualified individuals under any program or activity receiving Federal financial assistance covered by this AGREEMENT and imposes requirements that affect the design, construction, and maintenance of all transportation projects, to provide access to all facilities.

Section 32. Applicable Laws. This AGREEMENT shall be in accordance with the laws of the United States Department of Transportation, Federal Highway Administration, the United States of America, and the Commonwealth of Kentucky.

Section 33. Hold Harmless Clause. To the extent permitted by law, the RECIPIENT shall indemnify and hold harmless the FHWA and the CABINET and all of its officers, agents, and employees from all suits, actions, or claims of any character arising from any injuries, payments or damages received or claimed by any person, persons, or property resulting from implementation of any phase of the PROJECT or occurring on or near the PROJECT site.

Section 34. Contract Completion. The RECIPIENT is responsible for ensuring that all PROJECT construction activities have been completed and is responsible for providing all of the necessary paperwork as required by the construction contract. This involves conducting a pre-audit of all contract items and associated paperwork. When complete, the RECIPIENT's project engineer in responsible charge of the PROJECT shall notify the CABINET the PROJECT is ready for final inspection. The RECIPIENT will conduct, document and submit to the CABINET a field inspection to verify completion of the work in substantial conformance with the AGREEMENT. The RECIPENT's project manager shall certify the PROJECT was constructed in accordance with the plans and specifications and that the contractor has paid all suppliers and subcontractors in full.

In accordance with 2 CFR 200, the RECIPIENT shall maintain all PROJECT records for three (3) years after final payment.

Section 35. Audit and Inspection. The RECIPIENT, contractor and any subcontractors shall permit the CABINET, the Comptroller General of the United States and the Secretary of the United States Department of Transportation, or their authorized representatives, to inspect and approve all phases of the PROJECT and all relevant PROJECT data and records, including any audit(s) of the RECIPIENT pertaining to the PROJECT.

The RECIPIENT hereby acknowledges its duty to the CABINET to determine whether it is subject to the Single Audit Act of 1984, P.L. 98-502, and the Single Audit Act Amendments of 1996, P.L. 104-156. The RECIPIENT shall follow 2 CFR 200. In Accordance with 2 CFR Subpart F, If the RECIPIENT has expended more than $750,000 in Federal funding from all sources in the RECIPIENT's fiscal year, the RECIPIENT shall provide the CABINET copies of their 2 CFR 200 Subpart F audit reports within 9 months of their fiscal year end.

The RECIPIENT hereby acknowledges it is responsible to inform any entity it intends to hire or use as a contractor, as defined in KRS 45A.030(9), that the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any of the contractor's books, documents, papers, records, or other evidence, which are directly pertinent to this AGREEMENT for the purpose of financial audit or program review. Furthermore, any of the contractor's books, documents, papers, records or other evidence provided to the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, or the Legislative Research Commission which are directly pertinent to the AGREEMENT shall be subject to public disclosure regardless of the proprietary nature of the information, unless specific information is identified and exempted and agreed to by the Secretary of the Finance and Administration Cabinet as meeting the provisions of KRS 61.878(1)(c) prior to the execution of the AGREEMENT. The Secretary of the Finance and Administration Cabinet shall not restrict the public release of any information, which would otherwise be subject to public release if a State government agency were providing the service.

Section 36. Campaign Finance. The RECIPIENT shall certify that the contractor swears under the penalty of perjury, as provided by KRS 523.020, that neither he/she nor the entity which he/she represents has knowingly violated any provisions of the campaign finance laws of the Commonwealth, and that the award of a contract to him/her or the entity which he/she represents will not violate any provisions of the campaign finance laws of the Commonwealth.

Section 37. Violations. Pursuant to KRS 45A.485, the RECIPIENT shall certify that all contractors shall reveal to the CABINET any final determination of a violation within the previous five (5) year period pursuant to KRS Chapter 139, 136, 141, 337, 338, 341 and 342. These statutes relate to the State sales and use tax, corporate and utility tax, income tax, wages and hours laws, occupational safety and health law, unemployment compensation law, and workers compensation insurance law, respectively.

The RECIPIENT shall certify that all contractors agree to be in continuous compliance with the provisions of KRS Chapters 136, 139, 141, 337, 338, 341 and 342 for the duration of this AGREEMENT.

Failure to reveal a final determination of a violation of the referenced statutes or to comply with these statutes for the duration of this AGREEMENT shall be grounds for the cancellation of the contract or subcontract and disqualification of the contractor from eligibility for future State contracts for a period of two (2) years.

The RECIPIENT represents that pursuant to KRS 45A.607 they are not currently engaged in, and will not for the duration of the contract engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which Kentucky can enjoy open trade. Note: The term Boycott does not include actions taken for bona fide business or economic reasons, or actions specifically required by federal or state law.

Section 38. Personal Service Contracts and Memoranda of Agreement. If this AGREEMENT comes under the purview of KRS 45A.690 - 45A.725, payments on personal service contracts and memoranda of agreement shall not be authorized for services rendered after disapproval of the Government Contract Review Committee unless the decision of the committee is overridden by the Secretary of Finance and Administration Cabinet or agency head, if the agency has been granted delegation authority.

Section 39. Disputes. Any dispute concerning a question of fact in connection with the work, not disposed of by agreement between the RECIPIENT and the CABINET, shall be referred to the Secretary of the Transportation Cabinet of the Commonwealth of Kentucky, or his duly authorized representative, whose decision shall be final. Regulations concerning any claims to be filed by a contractor are referenced in 23 CFR 635.124.

Section 40. Agreement Change. Any proposed change to the Scope of Work or time extension to this AGREEMENT shall comply with 23 CFR 635.120 and 635.121 and shall be evidenced in writing at the mutual consent of the RECIPIENT and the CABINET.

Section 41. Termination. The CABINET may cancel all reimbursements under this AGREEMENT at any time deemed to be in the best interest of the CABINET by giving thirty (30) calendar days written notice of such cancellation to the RECIPIENT. If reimbursement under this AGREEMENT is canceled under this section by reason other than violation of this AGREEMENT or any applicable law by the RECIPIENT, its agents, employees and contractors, the CABINET shall reimburse the RECIPIENT according to the terms hereof for all expenses incurred under this AGREEMENT to the date of such cancellation of reimbursement. The RECIPIENT may seek to cancel its obligations under this AGREEMENT at any time deemed to be in the best interest of the RECIPIENT by giving thirty (30) calendar days written notice of such request to the CABINET. If the CABINET agrees to allow the RECIPIENT to cancel the PROJECT or cancel its obligations under this AGREEMENT, the RECIPIENT shall reimburse the CABINET for all Federal funding reimbursements made under this AGREEMENT.

Section 42. Resolution. The RECIPIENT shall pass a resolution authorizing the Mayor to sign this AGREEMENT on behalf of the RECIPIENT. An acceptable Resolution shall contain the Project name, description, amount of funds being provided and an acknowledgement that the RECIPIENT agrees to ratify and adopt all statements, representations, warranties, covenants, and agreements contained in the AGREEMENT. Furthermore, by accepting the funds the RECIPIENT agrees to all terms and conditions

stated in the AGREEMENT. A copy of the resolution shall be attached to the AGREEMENT (Attachment B) and returned to the CABINET prior to full execution of this AGREEMENT.

Section 44. Responsible Charge. The RECIPIENT shall designate a Person in Responsible Charge of this PROJECT according to the terms outlined in Attachment C. The RECIPIENT will provide the name and contact information for the Person in Responsible Charge prior to full execution of this PROJECT. The Attachment C information must be current for the RECIPIENT to be in compliance with the federal regulations and an eligible recipient of federal funds. Should a change occur, the RECIPIENT must submit a revised Attachment C within 7 days. Failure to comply can result in cancellation of the PROJECT.

IN TESTIMONY WHEREOF, the parties have hereto caused this AGREEMENT to be executed upon signature by their proper officers and representatives.

COMMONWEALTH OF KENTUCKY TRANSPORTATION CABINET:

Approved as to form and legality:

_____	_____
Attorney	Jim Gray, Secretary
Date: _____	Date: _____

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Approved as to form and legality:

_____	Linda Gorton
Attorney	Linda Gorton, Mayor
Date: _____	Date: 6/20/2025

ATTACHMENT A
SCOPE OF WORK AND BUDGET SUMMARY

Scope of Work:
RECIPIENT UEI NUMBER: VM1GLHWZXA96

Modernize roadway, improve multi-mobility, and include safety and capacity improvements at intersections on US 60 (Versailles Road) from Viley Road to Porter Place.
The Enacted Highway Plan identified three segments along the US 60 Corridor: Item No. 07-80306.00 (Viley Road to Oxford Circle), Item No. 07-80312 (Oxford Circle to Red Mile/ S. Forbes Road), and Item No. 07-80311.00 (Red Mile Road/ S. Forbes Road to Porter Place). The RECIPIENT has determined that it is the best interest of the PROJECT to Design the segments as one PROJECT. The CABINET agrees and has authorized the Design Phase funding as one federal project: 3003-379.

The CABINET through FHWA has authorized $1,500,000 federal National Highway (NH) Funds with local match of $375,000 for the Design of the PROJECT as well as $150,000 federal NH funds with $37,500 state match for the CABINET's PROJECT oversight. The RECIPIENT has identified up to an additional $2,525,000 of local funds available for any costs in excess of the $1,875,000 programmed with FHWA. The RECIPIENT will submit invoices to the CABINET up to $1,875,000 and be reimbursed 80% for those invoices. The additional local funds will not flow through the CABINET.

Project End Date: December 31, 2028

Budget:

		Federal Funds	Local Funds	State Match	Total
Current MOA	Design Phase Funding: RECIPIENT Program# 1891201D	$1,500,000.00	$375,000.00	-	$1,875,000.00
	Design Phase Funding: RECIPIENT	-	$2,525,000.00	-	$2,525,000.00
	Design Phase Funding: Cabinet Program# 1891202D	$150,000.00	-	$37,500.00	$187,500.00
Design Phase Total for RECIPIENT		**$1,500,000.00**	**$2,900,000.00**	-	**$4,400,000.00**
Design Phase Total for Cabinet		$150,000.00	-	$37,500.00	$187,500.00

All federally-funded projects are set up in phases (design, ROW, utilities, construction). No work can begin on any phase of a project until the CABINET provides a written notice to proceed for that phase. Funding for this project will be programmed with FHWA as each phase is approved. Effective December 26, 2014, FHWA requires a project end date for each federal project phase programmed. As each phase of the project is programmed with FHWA a supplemental agreement will be sent to the project sponsor to add the funding and adjust the project end date. Any expenditure incurred by the project sponsor after the end date will not be eligible for reimbursement. If the project sponsor requires an extension, they must notify the Administering Office thirty (30) days before the project end date.

Estimated Future Phases:
Future phases are shown in the enacted plan as follows:

Viley Road to Oxford Circle (07-80306.00)		Federal Funds	Fiscal Year
Estimated	Utilities	$20,000	2027
	Right of Way	$70,000	2027
	Construction	$1,830,000	2028

Oxford Circle to Red Mile/ S Forbes Road (07-80312.00)		Federal Funds	Fiscal Year
Estimated	Utilities	$60,000	2027
	Right of Way	$420,000	2027
	Construction	$12,190,000	2028

Red Mile/ S Forbes Road to Porter Place (07-80311.00)		Federal Funds	Fiscal Year
Estimated	Utilities	$20,000	2027
	Right of Way	$140,000	2027
	Construction	$9,250,000	2028

ATTACHMENT B

ATTACH A RESOLUTION HERE

RESOLUTION NO. 266 -2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT AND ACCEPT FEDERAL FUNDS IN THE AMOUNT OF $1,500,000.00 FROM THE KENTUCKY TRANSPORTATION CABINET AS FUNDED UNDER THE NATIONAL HIGHWAY FUNDS (NH) PROGRAM FOR THE DESIGN OF THE VERSAILLES ROAD CORRIDOR IMPROVEMENT PROJECT, THE ACCEPTANCE OBLIGATES LFUCG TO $375,000.00 IN LOCAL MATCH, AND AUTHORIZING THE MAYOR TO TRANSFER UNENCUMBERED FUNDS WITHIN THE GRANT BUDGET.

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute an agreement and accept federal funds in the amount of $1,500,000.00 from the Kentucky Transportation Cabinet as funded under the National Highway Funds (NH) program for the design of the Versailles Road Corridor improvement project, the acceptance obligates LFUCG to $375,000.00 in local match.

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

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

PASSED URBAN COUNTY COUNCIL: June 12, 2025

Linda Gorton

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

503-25:MRS:4910-0522-8870, v. 1

ATTACHMENT C
PERSON IN RESPONSIBLE CHARGE

Upon federal-aid project delegation to the RECIPIENT by the CABINET, the undersigned hereby certifies the following, to the best of his or her knowledge and belief, on behalf of the RECIPIENT:

1. Pursuant to 23 CFR 635.105(c) (4), the RECIPIENT acting as a subrecipient of federal transportation funds must provide an employee of that agency, who is available full time, to be in responsible charge of the PROJECT. The individual in responsible charge of the PROJECT is held accountable for ensuring that all applicable Federal and State regulations are followed on the PROJECT. This person will have the authority and resources to manage the PROJECT and will be the primary point of contact with the CABINET. This person may be the project engineer provided that the project engineer is a full-time employee of the RECIPIENT. If the project engineer is a consultant, the person in responsible charge must be a full-time employee of the RECIPIENT.

2. The undersigned and the designated RECIPIENT's person in responsible charge of this PROJECT has read and understands the contract administration and inspection responsibilities described in the CABINET's *Federal-Aid Highway Program Project Development Guide for Local Public Agencies* (LPA Guide).

3. The undersigned will carry out this PROJECT in accordance with the applicable Federal and State laws and associated regulations identified in the LPA Guide.

4. The undersigned will enforce compliance with the above-mentioned laws, regulations, policies, and guidelines by its consultants, contractors, and subcontractors.

5. The undersigned certifies the designated person in responsible charge will:
   - Have the ability to visit the PROJECT or attend meetings related to the PROJECT as needed.
   - Be responsible for ensuring that the PROJECT is delivered on time in accordance with established milestones and the terms of the contract between the RECIPIENT and the CABINET.

6. In accordance with the requirements outlined above, RECIPIENT has selected the following individual as the person in responsible charge for the PROJECT:

Name: Scott Gabbard	Position with RECIPIENT: Municipal Engineer Sr.
E-mail: sgabbard@lexingtonky.gov	Phone: 859-258-3437
Signature: Scott Gabbard	

7. Should the RECIPIENT require a change to the Person in Responsible Charge, they will notify the CABINET, designate a new Person in Responsible Charge, and resubmit the Attachment C within 7 days of the change. The new Attachment C will be incorporated into this Agreement upon approval by the CABINET

Linda Gorton — 6-20-2025

Linda Gorton, Mayor — Date

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0504-25

File ID:	0504-25	**Type:**	Resolution	**Status:**	Approved
Version:	1	**Contract #:**	158-2025	**In Control:**	Urban County Council
				File Created:	05/16/2025
File Name:	UKRF Class B Infrastructure Incentive Grant-Hope Lodge			**Final Action:**	06/12/2025

Title: A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute an Agreement awarding a Class B (Infrastructure) Incentive Grant to the University of Ky. Research Foundation, for a Stormwater Quality Project, at a cost not to exceed $41,034. [Div. of Water Quality, Martin]

Notes: RIO 5/20/2025. MS

SAF in the CCO. Returned to Denice Bullock 6/13/2025. MS

Sponsors:		**Enactment Date:**	06/12/2025
Attachments:	Blue Sheet Memo, FY25 Class B Inf UKRF (Hope Lodge) GAA ATTACHMENT A_Grantee Signed, FY25 Class BI - UKRF (Hope Lodge) (Feasibility) - Council Map full, 0504-25 UK feasiiblity hope lodge 4923-2968-5829 v.1.docx, R-267-2025, Contract #158-2025	**Enactment Number:**	R-267-2025
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:
1	Urban County Council Work Session	05/27/2025	Approved and Referred to Docket	Urban County Council	05/29/2025		Pass
1	Urban County Council	05/29/2025	Received First Reading	Urban County Council	06/12/2025		
1	Urban County Council	06/12/2025	Approved				Pass

Text of Legislative File 0504-25

Title

A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute an Agreement awarding a Class B (Infrastructure) Incentive Grant to the University of Ky.

Research Foundation, for a Stormwater Quality Project, at a cost not to exceed $41,034. [Div. of Water Quality, Martin]

Summary

Authorization to approve FY25 (Class B Infrastructure) Stormwater Quality Projects Incentive Grant for the University of Kentucky Research Foundation, in the amount of $41,034 for a feasibility study relating to water quality issues in the Hope Lodge facility area.
Funds are Budgeted. (L0504-25)(Martin/Albright)
Budgetary Implications [select]: Yes
Advance Document Review:

Law: Yes Todd Henning 5/16/25

Risk Management: No

Fully Budgeted [select]: Yes
Account Number: 4052-303204-3373-78112
This Fiscal Year Impact: $41,034.00
Annual Impact: $
Project: WQINCENTIVE_25
Activity: WQ_GRANT
Budget Reference:
Current Balance: $363,034.00

MAYOR LINDA GORTON

LEXINGTON

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

TO: Mayor Linda Gorton
Urban County Council

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

DATE: May 5, 2025

SUBJECT: Recommendation for a FY25 (Class B Infrastructure) Stormwater Quality Projects Incentive Grant for The University of Kentucky Research Foundation (Feasibility at Hope Lodge).

Request

The purpose of this memorandum is to request approval of an FY25 (Class B Infrastructure) Stormwater Quality Projects Incentive Grant for The University of Kentucky Research Foundation (Feasibility at Hope Lodge), in the amount of $41,034.00.

Purpose of Request

Grant funds will be used for a new feasibility study in response to the previous Five-Year Stormwater Improvements Study completed in May 2024 which identified the area surrounding the Hope Lodge as an area with numerous stormwater concerns. This new study will identify specific stormwater BMPs to address water quality issues surrounding the Hope Lodge facility and the runoff from the nearby Montclair neighborhood. It will examine the design elements, scope of work, and costs needed to improve or retrofit the existing swale to better manage stormwater and reduce the impacts of flooding. The project will also evaluate stormwater educational opportunities.

Project Cost in FY25 and in Future Budget Years

The grant has been approved for FY 2025 funding by the Water Quality Fees Board in the amount of $41,034.00.

Are Funds Budgeted

Funds are budgeted in: 4052 – 303204 – 3373 – 78112 – WQINCENTIVE_25 – WQ_GRANT

Martin/Albright

GRANT AWARD AGREEMENT

Fiscal Year 2025 Class B Infrastructure Incentive Grant Program

THIS AGREEMENT, made and entered into on the _____ day of _____, 20___, by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (LFUCG)**, an urban county government of the Commonwealth of Kentucky, pursuant to KRS Chapter 67A (hereinafter "Government"), on behalf of its Division of Water Quality, and **THE UNIVERSITY OF KENTUCKY RESEARCH FOUNDATION,** 500 SOUTH LIMESTONE, 109 KINKEAD HALL, LEXINGTON, KENTUCKY 40526-001 (hereinafter "Grantee"), and **UNIVERSITY OF KENTUCKY**, 410 ADMINISTRATION DRIVE, LEXINGTON, KENTUCKY 40506 (hereinafter "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 Water Quality Fees Board in accordance with Sections 16-408 and 16-410 of the Government's Code of Ordinances; and

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

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

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

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

(1) The Government hereby grants the Grantee the sum of **$41,034.00** (hereinafter "the Grant"), for use in implementing the project elements as listed in Attachment A which is incorporated herein by reference as if fully set out herein. The Grantee agrees to cost share the Grant with contributions, labor, and/or other services equal to or greater than 20% of the total project cost.

(2) The Grantee agrees to use the Grant only for the activities set forth in Attachment A which includes conducting a feasibility study of stormwater control infrastructure at the following site location(s): **1500 COLLEGE WAY, LEXINGTON, KENTUCKY 40502** currently owned by the Property Owner.

(3) The Grantee agrees to meet all design standards specified in the Government's Engineering Manuals or as further described in Attachment A in the design of all Grant-funded improvements. This includes all associated activities including but not limited to erosion and

sediment control, traffic control, utility relocations, seeding, etc. The Grantee further agrees to design the facilities in such a way as not to preclude the potential for future water quality / quantity monitoring by LFUCG.

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

(5) ~~The Grantee agrees to obtain all necessary local, state, and federal permits, encroachments, permissions, approvals, etc. in a timely manner and prior to start of construction.~~ (N/A to Feasibility Only Grants)

(6) The Grantee agrees to perform periodic reporting as detailed in Paragraph (7) herein below, and produce a Project Final Report within thirty (30) calendar days of the completion of the project elements in digital and hard copy following a standardized format to be provided by the Government summarizing all work completed and detailing the total grant expenditures. Other deliverables include the following:

(a) At the end of the Feasibility Phase (if applicable), the following five deliverables, sealed by a professional licensed to perform such work in accordance with Kentucky Revised Statutes (KRS), shall be provided:

- Feasibility report evaluating the use of the potential BMP(s) on the proposed site;
- Conceptual design concept;
- Detailed cost estimate for design;
- Conceptual cost estimate for construction;
- Letter certifying all BMPs proposed for design as viable and feasible for the specific site and application.

(b) ~~At the end of the Design Phase or prior to the start of the Construction Phase, the following six deliverables, sealed by a professional licensed to perform such work in accordance with Kentucky Revised Statutes (KRS), shall be provided:~~

- ~~Set of all final design calculations;~~
- ~~Set of final construction plans, including traffic control, erosion and sediment control, grading plans, etc.;~~
- ~~Set of final specifications and bidding documents (if applicable);~~
- ~~Final detailed engineer's construction cost estimate including quantities;~~
- ~~All required permit submittals and approvals;~~
- ~~Inspection, Operation, and Maintenance Plan laying out the plan for regular inspection and maintenance of each proposed facility for design performance and safety in accordance with manufacturer's specifications and the Government's Stormwater Manual.~~

(N/A to Feasibility Only Grants)

(c) ~~At the end of the Construction Phase, the following five deliverables shall be provided:~~

- ~~Summary of final construction costs and quantities;~~
- ~~Copies of all federal, state, and local permits obtained for the project;~~
- ~~Record Drawing showing all field changes, and signed and sealed by the professional of record certifying the project as shown meets all original design intent;~~
- ~~Photo documentation of site conditions and improvements before, during, and after construction;~~
- ~~Signed *Agreement to Maintain Stormwater Control Facilities Funded by an LFUCG Class B Infrastructure Stormwater Quality Projects Incentive Grant.*~~

(N/A to Feasibility Only Grants)

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

(a) The Grantee shall submit at least once every three (3) months, if not specified otherwise in Attachment A, a Request for Funds to the Government's Grant Manager designated by the Director of the Division of Water Quality for the project. Each Request for Funds shall include documentation that the Grantee has already expended the requested funds or shall be in a position to expend properly the requested funds within

thirty (30) days of receipt of the funds. The Request for Funds shall include full accounting of these eligible grant-related expenses, as listed in Attachment A. Copies of invoices, purchase orders, or receipts showing vendor, date, amount, and items purchased or ordered shall be provided with the Request for Funds. For project specific personnel costs and stipends, documentation of all billed hours shall include copies of employee timesheets, hourly payroll rate, and description of work performed for hours billed. Each Request for Funds shall include a minimum of 10% cost share.

(b) Each Request for Funds shall be accompanied by a Project Status Report describing the progress of the project to date, including a description and schedule of all activities completed, and hardcopy or electronic copies of materials (*e.g.*, calculations, preliminary plans, etc.) completed to date. For educational events (if applicable), copies of the class rosters or sign-in sheets documenting the number of attendees shall be provided.

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

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

(e) Should the Government's Incentive Grant Program Administrator determine that the Grantee is not in compliance with the terms of this Agreement and/or the Stormwater Quality Projects Incentive Grant Program, including deficiencies in progress and management of the project, the Division of Water Quality shall notify the Grantee, the Mayor's Office, and the appropriate district Council person, and shall meet with the Grantee on matters that prevent approval of the Request for Funds. Failure to resolve any such matters to the satisfaction of the Government may lead to termination of the Agreement for cause pursuant to Paragraph (21) herein below.

(8) The Grantee agrees to obtain written approval from the Government's Grant Manager and Program Administrator for any proposed changes to the Project Team or Project Plan as listed in Attachment A prior to implementing the changes. Failure to gain written approval prior to making changes may lead to termination of the Agreement for cause pursuant to Paragraph (21) herein below.

(9) The Grantee agrees to complete the project phase(s) (*i.e.*, Feasibility) outlined herein within **15** months from the date of this Agreement. The Grantee shall obtain written approval from the Government's Grant Manager and Program Administrator for any time extensions beyond the schedule. Failure to obtain written approval prior to making changes may lead to termination of the Agreement for cause pursuant to Paragraph (21) herein below.

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

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

Agreement. The Grantee must further provide the Government's Grant Manager and Program Administrator with a complete and detailed written explanation of any proposed changes, and the reasons for those changes.

(12) The Grantee asserts that it is in full compliance with all applicable provisions of the Lexington-Fayette Urban County Government's Code of Ordinances Chapter 5 – Buildings and Building Regulations, Chapter 7 – Finance and Taxation, Chapter 12 – Housing, and Chapter 16 – Sewage, Garbage, Refuse, and Weeds, or in compliance with Kentucky Department of Housing Buildings and Construction rules and requirements as is appropriate for those state institutions, parcels, or buildings which are subject to state regulations and oversight as opposed to local ordinances and regulations. If the Grantee becomes out of compliance with any of these provisions, it will notify the Government's Grant Manager and Program Administrator immediately. Failure to notify the Government and resolve any such matters to the satisfaction of the Government may lead to termination of the Agreement for cause pursuant to Paragraph (21) herein below.

(13) ~~The Grantee agrees to allow the Government access to its property to perform monitoring of the project elements for compliance with this Agreement, as provided in the *"Agreement to Maintain Stormwater Control Facilities Funded by an LFUCG Class B Infrastructure Stormwater Quality Projects Incentive Grant"* (Attachment B).~~
(N/A to Feasibility Only Grants)

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

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

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

(17) ~~The Grantee agrees that the Government is authorized to erect and maintain permanent signage at the location of any permanent capital infrastructure, referencing the Water Quality Management Fee and the Stormwater Quality Projects Incentive Grant Program as a source of funding for such permanent capital infrastructure. In the event that permanent signage is installed by the Government, such signage shall not be removed except upon written approval by the Government. Provided, however, that nothing herein shall require the installation of signage by the Government nor prohibit the Government from removing any signage so installed.~~
(N/A to Feasibility Only Grants)

(18) ~~The Grantee and Property Owner agree that all stormwater control facilities, including equipment and infrastructure, constructed and funded by a Construction Grant through the Stormwater Quality Projects Incentive Grant Program shall remain in service and maintained by the Grantee or its representatives following the Inspection, Operation, and Maintenance Plan developed for each facility referenced in (6b) above. The Property Owner further accepts and agrees to enter into the "*Agreement to Maintain Stormwater Control Facilities Funded by an LFUCG Class B Infrastructure Stormwater Quality Projects Incentive Grant*" attached hereto as Attachment B and which is incorporated herein by reference as if fully set out herein.~~
(N/A to Feasibility Only Grants)

(19) ~~The Grantee and Property Owner agree that all stormwater control facilities, including equipment and infrastructure, constructed and funded by this Grant shall remain the property of the current Property Owner, or his successors and assigns, unless otherwise specified in Attachments A and B.~~
(N/A to Feasibility Only Grants)

(20) ~~The Grantee and Property Owner understand that if any of the Grant-funded facilities not owned by the Government are removed from service, the property owner of record at the time of removal shall be liable to reimburse the Government for 100% of the Remaining Value of the facility or portion removed, based upon the depreciation schedule provided in Attachment B~~.
(N/A to Feasibility Only Grants)

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

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

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

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

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

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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

BY: _____
LINDA GORTON, MAYOR

ATTEST:

_____
CLERK, URBAN COUNTY COUNCIL

GRANTEE ORGANIZATION: **THE UNIVERSITY OF KENTUCKY RESEARCH FOUNDATION**
500 SOUTH LIMESTONE, 109 KINKEAD HALL
LEXINGTON, KENTUCKY 40526-001

BY: Kim C. Carter
NAME: Kim C. Carter
TITLE: Associate Director

The foregoing Agreement was subscribed, sworn to and acknowledged before me by Kim Carter, as the duly authorized representative for and on behalf of UKRF, on this the 30th day of April, 2025.
My commission expires: 9/8/2026.

NOTARY PUBLIC

COMMONWEALTH OF KENTUCKY
JUDY STIVERS DUNCAN
NOTARY PUBLIC
MY COMMISSION EXPIRES
09 2026
COMM # KYNP37535

PROPERTY OWNER: **UNIVERSITY OF KENTUCKY**
410 ADMINISTRATION DRIVE
LEXINGTON, KENTUCKY 40506

BY: _____
NAME: Eric N Monday
TITLE: EVPFA

The foregoing Agreement was subscribed, sworn to and acknowledged before me by Eric N Monday, as the duly authorized representative for and on behalf of University of Kentucky, on this the 9th day of April, 2025.
My commission expires: 05.13.2027.

NOTARY PUBLIC

LINDA J. SPEAKMAN
Notary Public
Commonwealth of Kentucky
Commission Number KYNP70700
My Commission Expires May 13, 2027

Digitally signed by Shannan Stamper
Reason: Reviewed for form and legality
Date: 2025.04.03 18:15:40 -04'00'

ATTACHMENT A
to the GRANT AWARD AGREEMENT
between Lexington-Fayette Urban County Government (LFUCG) and
UKRF (Hope Lodge)

GRANT PROGRAM — **2025 Stormwater Quality Projects Incentive Grant Program**
Class B Infrastructure Projects

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

PROJECT TEAM AND CONTACT INFORMATION

Grantee Organization:
The University of Kentucky Research Foundation
500 South Limestone, 109 Kinkead Hall
University of Kentucky
Lexington, KY 40526-0001
KY Organization #0052708

Primary Project Contact:
Kim C. Carter, Executive Director
859-257-9420 (phone)
ospa@uky.edu (email)

Project Manager:
Britney Ragland
859-257-4171 (phone)
britney.ragland@uky.edu (email)

Project Site Location & Property Owner:
University of Kentucky
1500 College Way
Lexington, KY 40502

Stakeholders:
KET
Hope Lodge
Ronald McDonald House

Project Team & Design Engineering Firm:
Bell Engineering
2480 Fortune Dr suite 350
Lexington, KY 40509
859-278-5412 (phone)
Bo Smith, P.E. (Engineer of Record)
bsmith@hkbell.com (email)
Jim Buckles, P.E. (Engineer of Record)
jbuckles@hkbell.com (email)

PROJECT PLAN ELEMENTS

This study is proposed in response to the previous Five-Year Stormwater Improvements Feasibility Study completed in May 2024. This study identified the area surrounding the Hope Lodge as an area with numerous stormwater concerns. Preliminary investigations found the concerns to be primarily due to runoff from the nearby Montclair neighborhood. This project would further narrow down proposed design elements, scope of work, and costs required to reduce localized flooding and improve stormwater conveyance.

1) PROJECT ELEMENTS

a) Evaluate Potential Stormwater Management BMPs – The feasibility study will examine the design elements, scope of work, and costs needed to improve or retrofit the existing swale to better manage stormwater and reduce flooding impacts. Potential design elements may include constructing an engineered bioswale, making repairs to the KET Dry Detention Pond (such as removing accumulated sediment and replanting native vegetation and installing an emergency spillway), and considering the installation of pervious pavers in the parking lot to address additional flow from Sports Center Drive. Additionally, this

project would explore the possibility of allowing the natural spring along Sports Center Drive to drain by coring into the drainage box at Oswald Building.

b) Stormwater Education – The University of Kentucky is aptly positioned to incorporate improvements into several educational opportunities, including but not limited to integration into course curriculum, incorporation in research projects for graduate and undergraduate researchers, UK Facilities Management Training, and extension and outreach opportunities. A Portion of the feasibility study effort will focus on the determination of specific educational opportunities this site may offer.

2) FINAL FEASIBILITY REPORT

The results of the Feasibility Study will be presented in a final report that will include the following items:

a) Report evaluating the use of the potential BMP(s) on the proposed site
b) Conceptual design concept
c) Detailed cost estimate for design
d) Conceptual cost estimate for construction
e) Applicant to also provide a letter certifying all BMPs proposed for design as viable and feasible for the specific site and application, signed and sealed by either a registered landscape architect or professional engineer licensed in the Commonwealth of Kentucky, at the end of the Feasibility Phase.

REPORTING REQUIREMENTS

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

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

2) LFUCG shall make final payment of the 10% retainer after acceptance of the Project Final Report.

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

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 STIPULATIONS

Note the following additional stipulations related to this project:

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

2) Organization proposes a larger cost share beyond that required by the grant program. Budget shall reflect the 20.002% cost share offered in the application (approximately $10,260.00).

GRANT PERIOD & PROJECT SCHEDULE

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

TABLE 1 – PRELIMINARY PROJECT SCHEDULE

Activity	Anticipated Date(s)
Approval Grant Award Agreement and Notice to Proceed (NTP)	NTP (anticipated February 2025)
Prepare Draft BMP recommendations and cost estimates	March - January 2026
Prepare Final BMP Feasibility Study	February 2026
Provide Final Report to LFUCG	March 2026

PROJECT BUDGET – GRANT ELIGIBLE EXPENSES

The project budget is broken into the following components:

Feasibility Study	Total Grant Share	$ 41,034.00 (not-to-exceed)
	Proposed Cost Share to be provided	$ 10,260.00
	Est. Total Project Cost	**$ 51,294.00**

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.

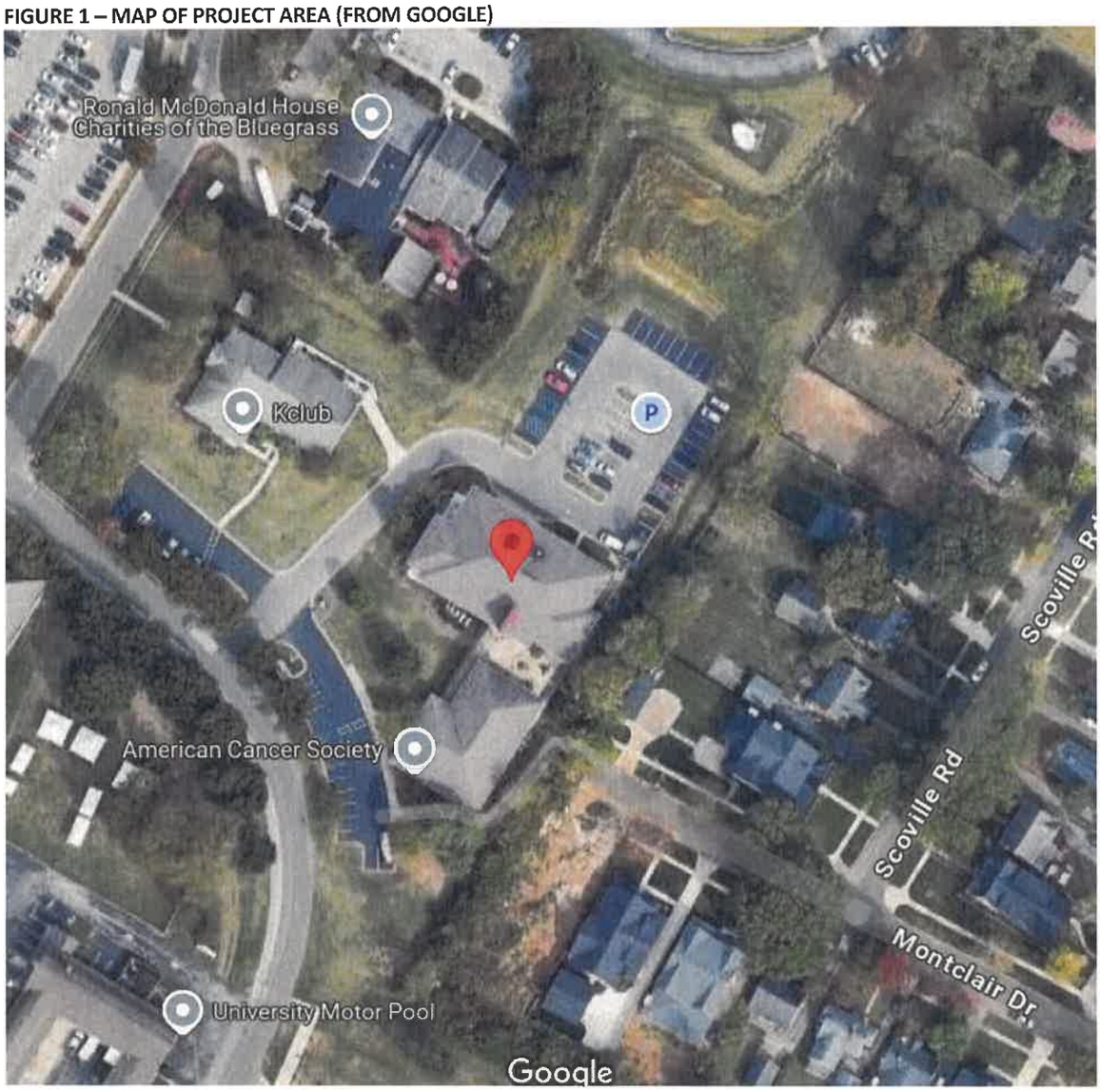
The Grant is a not-to-exceed amount, and any cost overruns are the responsibility of the Grantee. Note that the Grant shall not be used to fund any project element that is required by local, state, or federal regulation in relation to any new development or redevelopment associated with the stormwater 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	**Design**								
2	Design - Civil / Master Planning	Consultant	Stormwater Study & Project Development	$ 42,500.00	LS	1.0	$ 8,305.00	$ 34,195.00	$ 42,500.00
3	**Indirect Costs**								
4	University Indirect Costs	University Sponsored Projects	Max of 20% allowable Indirect costs	$ 6,839.00	LS	1.0	$ -	$ 6,839.00	$ 6,839.00
5	**Other Costs**								
6	PI Cost Share	Principal Investigator	Salary & Benefit Match - Britney Ragland*	$ 81.45	HR	24.0	$ 1,955.00	$ -	$ 1,955.00
7				**TOTAL PROJECT BUDGET:**			$10,260.00	$41,034.00	$51,294.00
8							**ORGANIZATION SHARE**	**GRANT SHARE**	
9			*COST SHARE % = 20.00% OK				20.0%	80.0%	
10									

* NOTE: ALL ESTIMATES OF HOURS AND SALARY/WAGE TOTALS ARE FOR ILLUSTRATIVE PURPOSES ONLY. The University of Kentucky as a not-for-profit institute for higher education is neither required, nor is its accounting system capable of, reporting personnel expenses by the number of hours or hourly rate per the university's federal rate agreement, Uniform Guidelines, applicable OMB Circulars and other federal procurement regulations.

FIGURE 1 – MAP OF PROJECT AREA (FROM GOOGLE)



Stormwater Quality Projects Incentive Grant Program

RESOLUTION NO. _____ – 2025

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT AWARDING A CLASS B (INFRASTRUCTURE) INCENTIVE GRANT TO THE UNIVERSITY OF KENTUCKY RESEARCH FOUNDATION, FOR A STORMWATER QUALITY PROJECT, AT A COST NOT TO EXCEED $41,034.00.

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

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

Section 2 – That an amount, not to exceed $41,034.00, be and hereby is approved for payment to CBZ Enterprise, LLC, from account # 4052-303204-3373-78112, pursuant to the terms of the Agreement.

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

PASSED URBAN COUNTY COUNCIL:

_____
MAYOR

ATTEST:

_____
CLERK OF URBAN COUNTY COUNCIL
0504-25:JTH:4923-2968-5829, v. 1

RESOLUTION NO. 267 – 2025

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT AWARDING A CLASS B (INFRASTRUCTURE) INCENTIVE GRANT TO THE UNIVERSITY OF KENTUCKY RESEARCH FOUNDATION, FOR A STORMWATER QUALITY PROJECT, AT A COST NOT TO EXCEED $41,034.00.

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

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

Section 2 – That an amount, not to exceed $41,034.00, be and hereby is approved for payment to the University of Kentucky Research Foundation, from account # 4052-303204-3373-78112, pursuant to the terms of the Agreement.

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

PASSED URBAN COUNTY COUNCIL: June 12, 2025

Linda Gorton
MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0504-25:JTH:4923-2968-5829, v. 1

GRANT AWARD AGREEMENT

Fiscal Year 2025 Class B Infrastructure Incentive Grant Program

THIS AGREEMENT, made and entered into on the 13th day of June, 2025, by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (LFUCG)**, an urban county government of the Commonwealth of Kentucky, pursuant to KRS Chapter 67A (hereinafter "Government"), on behalf of its Division of Water Quality, and **THE UNIVERSITY OF KENTUCKY RESEARCH FOUNDATION,** 500 SOUTH LIMESTONE, 109 KINKEAD HALL, LEXINGTON, KENTUCKY 40526-001 (hereinafter "Grantee"), and **UNIVERSITY OF KENTUCKY**, 410 ADMINISTRATION DRIVE, LEXINGTON, KENTUCKY 40506 (hereinafter "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 Water Quality Fees Board in accordance with Sections 16-408 and 16-410 of the Government's Code of Ordinances; and

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

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

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

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

(1) The Government hereby grants the Grantee the sum of **$41,034.00** (hereinafter "the Grant"), for use in implementing the project elements as listed in Attachment A which is incorporated herein by reference as if fully set out herein. The Grantee agrees to cost share the Grant with contributions, labor, and/or other services equal to or greater than 20% of the total project cost.

(2) The Grantee agrees to use the Grant only for the activities set forth in Attachment A which includes conducting a feasibility study of stormwater control infrastructure at the following site location(s): **1500 COLLEGE WAY, LEXINGTON, KENTUCKY 40502** currently owned by the Property Owner.

(3) The Grantee agrees to meet all design standards specified in the Government's Engineering Manuals or as further described in Attachment A in the design of all Grant-funded improvements. This includes all associated activities including but not limited to erosion and

sediment control, traffic control, utility relocations, seeding, etc. The Grantee further agrees to design the facilities in such a way as not to preclude the potential for future water quality / quantity monitoring by LFUCG.

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

(5) ~~The Grantee agrees to obtain all necessary local, state, and federal permits, encroachments, permissions, approvals, etc. in a timely manner and prior to start of construction.~~
(N/A to Feasibility Only Grants)

(6) The Grantee agrees to perform periodic reporting as detailed in Paragraph (7) herein below, and produce a Project Final Report within thirty (30) calendar days of the completion of the project elements in digital and hard copy following a standardized format to be provided by the Government summarizing all work completed and detailing the total grant expenditures. Other deliverables include the following:

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

(b) ~~At the end of the Design Phase or prior to the start of the Construction Phase, the following six deliverables, sealed by a professional licensed to perform such work in accordance with Kentucky Revised Statutes (KRS), shall be provided:~~
- ~~Set of all final design calculations;~~
- ~~Set of final construction plans, including traffic control, erosion and sediment control, grading plans, etc.;~~
- ~~Set of final specifications and bidding documents (if applicable);~~
- ~~Final detailed engineer's construction cost estimate including quantities;~~
- ~~All required permit submittals and approvals;~~
- ~~Inspection, Operation, and Maintenance Plan laying out the plan for regular inspection and maintenance of each proposed facility for design performance and safety in accordance with manufacturer's specifications and the Government's Stormwater Manual.~~

(N/A to Feasibility Only Grants)

(c) ~~At the end of the Construction Phase, the following five deliverables shall be provided:~~
- ~~Summary of final construction costs and quantities;~~
- ~~Copies of all federal, state, and local permits obtained for the project;~~
- ~~Record Drawing showing all field changes, and signed and sealed by the professional of record certifying the project as shown meets all original design intent;~~
- ~~Photo documentation of site conditions and improvements before, during, and after construction;~~
- ~~Signed *Agreement to Maintain Stormwater Control Facilities Funded by an LFUCG Class B Infrastructure Stormwater Quality Projects Incentive Grant.*~~

(N/A to Feasibility Only Grants)

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

(a) The Grantee shall submit at least once every three (3) months, if not specified otherwise in Attachment A, a Request for Funds to the Government's Grant Manager designated by the Director of the Division of Water Quality for the project. Each Request for Funds shall include documentation that the Grantee has already expended the requested funds or shall be in a position to expend properly the requested funds within

thirty (30) days of receipt of the funds. The Request for Funds shall include full accounting of these eligible grant-related expenses, as listed in Attachment A. Copies of invoices, purchase orders, or receipts showing vendor, date, amount, and items purchased or ordered shall be provided with the Request for Funds. For project specific personnel costs and stipends, documentation of all billed hours shall include copies of employee timesheets, hourly payroll rate, and description of work performed for hours billed. Each Request for Funds shall include a minimum of 10% cost share.

(b) Each Request for Funds shall be accompanied by a Project Status Report describing the progress of the project to date, including a description and schedule of all activities completed, and hardcopy or electronic copies of materials (*e.g.*, calculations, preliminary plans, etc.) completed to date. For educational events (if applicable), copies of the class rosters or sign-in sheets documenting the number of attendees shall be provided.

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

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

(e) Should the Government's Incentive Grant Program Administrator determine that the Grantee is not in compliance with the terms of this Agreement and/or the Stormwater Quality Projects Incentive Grant Program, including deficiencies in progress and management of the project, the Division of Water Quality shall notify the Grantee, the Mayor's Office, and the appropriate district Council person, and shall meet with the Grantee on matters that prevent approval of the Request for Funds. Failure to resolve any such matters to the satisfaction of the Government may lead to termination of the Agreement for cause pursuant to Paragraph (21) herein below.

(8) The Grantee agrees to obtain written approval from the Government's Grant Manager and Program Administrator for any proposed changes to the Project Team or Project Plan as listed in Attachment A prior to implementing the changes. Failure to gain written approval prior to making changes may lead to termination of the Agreement for cause pursuant to Paragraph (21) herein below.

(9) The Grantee agrees to complete the project phase(s) (*i.e.*, Feasibility) outlined herein within **15** months from the date of this Agreement. The Grantee shall obtain written approval from the Government's Grant Manager and Program Administrator for any time extensions beyond the schedule. Failure to obtain written approval prior to making changes may lead to termination of the Agreement for cause pursuant to Paragraph (21) herein below.

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

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

Agreement. The Grantee must further provide the Government's Grant Manager and Program Administrator with a complete and detailed written explanation of any proposed changes, and the reasons for those changes.

(12) The Grantee asserts that it is in full compliance with all applicable provisions of the Lexington-Fayette Urban County Government's Code of Ordinances Chapter 5 – Buildings and Building Regulations, Chapter 7 – Finance and Taxation, Chapter 12 – Housing, and Chapter 16 – Sewage, Garbage, Refuse, and Weeds, or in compliance with Kentucky Department of Housing Buildings and Construction rules and requirements as is appropriate for those state institutions, parcels, or buildings which are subject to state regulations and oversight as opposed to local ordinances and regulations. If the Grantee becomes out of compliance with any of these provisions, it will notify the Government's Grant Manager and Program Administrator immediately. Failure to notify the Government and resolve any such matters to the satisfaction of the Government may lead to termination of the Agreement for cause pursuant to Paragraph (21) herein below.

(13) ~~The Grantee agrees to allow the Government access to its property to perform monitoring of the project elements for compliance with this Agreement, as provided in the *"Agreement to Maintain Stormwater Control Facilities Funded by an LFUCG Class B Infrastructure Stormwater Quality Projects Incentive Grant"* (Attachment B).~~
(N/A to Feasibility Only Grants)

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

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

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

(17) ~~The Grantee agrees that the Government is authorized to erect and maintain permanent signage at the location of any permanent capital infrastructure, referencing the Water Quality Management Fee and the Stormwater Quality Projects Incentive Grant Program as a source of funding for such permanent capital infrastructure. In the event that permanent signage is installed by the Government, such signage shall not be removed except upon written approval by the Government. Provided, however, that nothing herein shall require the installation of signage by the Government nor prohibit the Government from removing any signage so installed.~~
(N/A to Feasibility Only Grants)

(18) ~~The Grantee and Property Owner agree that all stormwater control facilities, including equipment and infrastructure, constructed and funded by a Construction Grant through the Stormwater Quality Projects Incentive Grant Program shall remain in service and maintained by the Grantee or its representatives following the Inspection, Operation, and Maintenance Plan developed for each facility referenced in (6b) above. The Property Owner further accepts and agrees to enter into the *"Agreement to Maintain Stormwater Control Facilities Funded by an LFUCG Class B Infrastructure Stormwater Quality Projects Incentive Grant"* attached hereto as Attachment B and which is incorporated herein by reference as if fully set out herein.~~
(N/A to Feasibility Only Grants)

(19) ~~The Grantee and Property Owner agree that all stormwater control facilities, including equipment and infrastructure, constructed and funded by this Grant shall remain the property of the current Property Owner, or his successors and assigns, unless otherwise specified in Attachments A and B.~~
(N/A to Feasibility Only Grants)

(20) ~~The Grantee and Property Owner understand that if any of the Grant-funded facilities not owned by the Government are removed from service, the property owner of record at the time of removal shall be liable to reimburse the Government for 100% of the Remaining Value of the facility or portion removed, based upon the depreciation schedule provided in Attachment B~~.
(N/A to Feasibility Only Grants)

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

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

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

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

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

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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

BY: Linda Gorton

LINDA GORTON, MAYOR

ATTEST:

Mackenzie Scott

Deputy CLERK, URBAN COUNTY COUNCIL

GRANTEE ORGANIZATION: **THE UNIVERSITY OF KENTUCKY RESEARCH FOUNDATION**
500 SOUTH LIMESTONE, 109 KINKEAD HALL
LEXINGTON, KENTUCKY 40526-001

BY: Kim C. Carter

NAME: Kim C. Carter

TITLE: Associate Director

The foregoing Agreement was subscribed, sworn to and acknowledged before me by Kim Carter, as the duly authorized representative for and on behalf of UKRF, on this the 30th day of April, 2025.

My commission expires: 9/8/26

Judy Stivers Dunn

NOTARY PUBLIC

JUDY STIVERS DUNN NOTARY PUBLIC COMMONWEALTH OF KENTUCKY MY COMMISSION EXPIRES SEPTEMBER 08, 2026 COMM. # KYNP37535

PROPERTY OWNER: **UNIVERSITY OF KENTUCKY**
410 ADMINISTRATION DRIVE
LEXINGTON, KENTUCKY 40506

BY:

NAME: Eric N Monday

TITLE: EVPFA

The foregoing Agreement was subscribed, sworn to and acknowledged before me by Eric N Monday, as the duly authorized representative for and on behalf of University of Kentucky, on this the 9th day of April, 2025.

My commission expires: 05.13.2027.

Linda J. Speakman

NOTARY PUBLIC

LINDA J. SPEAKMAN
Notary Public
Commonwealth of Kentucky
Commission Number KYNP70700
My Commission Expires May 13, 2027

Digitally signed by Shannan Stamper
Reason: Reviewed for form and legality
Date: 2025.04.03 18:15:40 -04'00'

ATTACHMENT A
to the GRANT AWARD AGREEMENT
between Lexington-Fayette Urban County Government (LFUCG) and
UKRF (Hope Lodge)

GRANT PROGRAM

2025 Stormwater Quality Projects Incentive Grant Program
Class B Infrastructure Projects

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

PROJECT TEAM AND CONTACT INFORMATION

Grantee Organization:
The University of Kentucky Research Foundation
500 South Limestone, 109 Kinkead Hall
University of Kentucky
Lexington, KY 40526-0001
KY Organization #0052708

Primary Project Contact:
Kim C. Carter, Executive Director
859-257-9420 (phone)
ospa@uky.edu (email)

Project Manager:
Britney Ragland
859-257-4171 (phone)
britney.ragland@uky.edu (email)

Project Site Location & Property Owner:
University of Kentucky
1500 College Way
Lexington, KY 40502

Stakeholders:
KET
Hope Lodge
Ronald McDonald House

Project Team & Design Engineering Firm:
Bell Engineering
2480 Fortune Dr suite 350
Lexington, KY 40509
859-278-5412 (phone)
Bo Smith, P.E. (Engineer of Record)
bsmith@hkbell.com (email)
Jim Buckles, P.E. (Engineer of Record)
jbuckles@hkbell.com (email)

PROJECT PLAN ELEMENTS

This study is proposed in response to the previous Five-Year Stormwater Improvements Feasibility Study completed in May 2024. This study identified the area surrounding the Hope Lodge as an area with numerous stormwater concerns. Preliminary investigations found the concerns to be primarily due to runoff from the nearby Montclair neighborhood. This project would further narrow down proposed design elements, scope of work, and costs required to reduce localized flooding and improve stormwater conveyance.

1) PROJECT ELEMENTS

a) Evaluate Potential Stormwater Management BMPs – The feasibility study will examine the design elements, scope of work, and costs needed to improve or retrofit the existing swale to better manage stormwater and reduce flooding impacts. Potential design elements may include constructing an engineered bioswale, making repairs to the KET Dry Detention Pond (such as removing accumulated sediment and replanting native vegetation and installing an emergency spillway), and considering the installation of pervious pavers in the parking lot to address additional flow from Sports Center Drive. Additionally, this

project would explore the possibility of allowing the natural spring along Sports Center Drive to drain by coring into the drainage box at Oswald Building.

b) Stormwater Education – The University of Kentucky is aptly positioned to incorporate improvements into several educational opportunities, including but not limited to integration into course curriculum, incorporation in research projects for graduate and undergraduate researchers, UK Facilities Management Training, and extension and outreach opportunities. A Portion of the feasibility study effort will focus on the determination of specific educational opportunities this site may offer.

2) ***FINAL FEASIBILITY REPORT***

The results of the Feasibility Study will be presented in a final report that will include the following items:

a) Report evaluating the use of the potential BMP(s) on the proposed site
b) Conceptual design concept
c) Detailed cost estimate for design
d) Conceptual cost estimate for construction
e) Applicant to also provide a letter certifying all BMPs proposed for design as viable and feasible for the specific site and application, signed and sealed by either a registered landscape architect or professional engineer licensed in the Commonwealth of Kentucky, at the end of the Feasibility Phase.

REPORTING REQUIREMENTS

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

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

2) LFUCG shall make final payment of the 10% retainer after acceptance of the Project Final Report.

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

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 STIPULATIONS

Note the following additional stipulations related to this project:

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

2) Organization proposes a larger cost share beyond that required by the grant program. Budget shall reflect the 20.002% cost share offered in the application (approximately $10,260.00).

GRANT PERIOD & PROJECT SCHEDULE

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

TABLE 1 – PRELIMINARY PROJECT SCHEDULE

Activity	Anticipated Date(s)
Approval Grant Award Agreement and Notice to Proceed (NTP)	NTP (anticipated February 2025)
Prepare Draft BMP recommendations and cost estimates	March - January 2026
Prepare Final BMP Feasibility Study	February 2026
Provide Final Report to LFUCG	March 2026

PROJECT BUDGET – GRANT ELIGIBLE EXPENSES

The project budget is broken into the following components:

Feasibility Study	Total Grant Share	$ 41,034.00 (not-to-exceed)
	Proposed Cost Share to be provided	$ 10,260.00
	Est. Total Project Cost	**$ 51,294.00**

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.

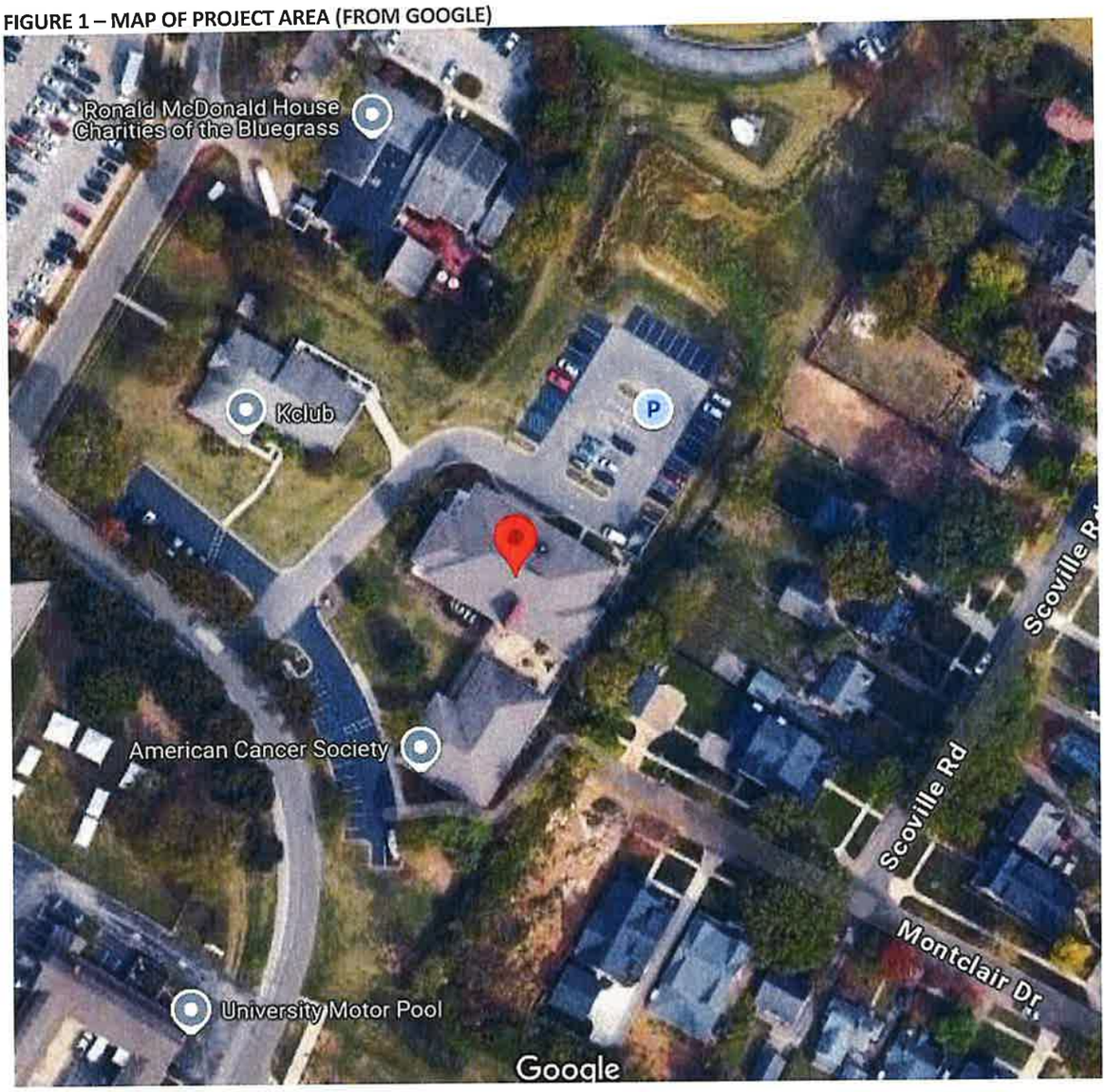
The Grant is a not-to-exceed amount, and any cost overruns are the responsibility of the Grantee. Note that the Grant shall not be used to fund any project element that is required by local, state, or federal regulation in relation to any new development or redevelopment associated with the stormwater 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	**Design**								
2	Design - Civil / Master Planning	Consultant	Stormwater Study & Project Development	$ 42,500.00	LS	1.0	$ 8,305.00	$ 34,195.00	$ 42,500.00
3	**Indirect Costs**								
4	University Indirect Costs	University Sponsored Projects	Max of 20% allowable Indirect costs	$ 6,839.00	LS	1.0	$ -	$ 6,839.00	$ 6,839.00
5	**Other Costs**								
6	PI Cost Share	Principal Investigator	Salary & Benefit Match - Britney Ragland*	$ 81.45	HR	24.0	$ 1,955.00	$ -	$ 1,955.00
7				TOTAL PROJECT BUDGET:			$10,260.00	$41,034.00	$51,294.00
8							ORGANIZATION SHARE	GRANT SHARE	
9			*COST SHARE % = 20.00% OK				20.0%	80.0%	
10									

* NOTE: ALL ESTIMATES OF HOURS AND SALARY/WAGE TOTALS ARE FOR ILLUSTRATIVE PURPOSES ONLY. The University of Kentucky as a not-for-profit institute for higher education is neither required, nor is its accounting system capable of, reporting personnel expenses by the number of hours or hourly rate per the university's federal rate agreement, Uniform Guidelines, applicable OMB Circulars and other federal procurement regulations.

FIGURE 1 – MAP OF PROJECT AREA (FROM GOOGLE)



Stormwater Quality Projects Incentive Grant Program

University of Kentucky Research Foundation

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0505-25

File ID:	0505-25	**Type:**	Resolution	**Status:**	Approved
Version:	1	**Contract #:**	159-2025	**In Control:**	Urban County Council
				File Created:	05/16/2025
File Name:	UKRF Class B Infrastructure Grant-Barnhart Athletic Complex			**Final Action:**	06/12/2025

Title: A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute an Agreement awarding a Class B (Infrastructure) Incentive Grant to the University of Ky. Research Foundation, for a Stormwater Quality Project, at a cost not to exceed $322,000. [Div. of Water Quality, Martin]

Notes: RIO 5/20/2025. MS

SAF in the CCO. Returned to Denice B. 6/13/2025. MS

Sponsors:		**Enactment Date:**	06/12/2025
Attachments:	Blue Sheet Memo, FY 2024 UKRF_Class B Infra - Council map, FY25 Class B Inf UKRF (Athletics Complex) GAA ATTACHMENT A_Grantee Signed, 0505-25 incentive UK RESEARCH 4912-5456-7749 v.1.docx, Contract #159-2025, 0505-25 incentive UK RESEARCH 4912-5456-7749 v.1.docx, R-268-2025	**Enactment Number:**	R-268-2025
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:
1	Urban County Council Work Session	05/27/2025	Approved and Referred to Docket	Urban County Council	05/29/2025		Pass
1	Urban County Council	05/29/2025	Received First Reading	Urban County Council	06/12/2025		
1	Urban County Council	06/12/2025	Approved				Pass

Text of Legislative File 0505-25

Title

A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute

an Agreement awarding a Class B (Infrastructure) Incentive Grant to the University of Ky. Research Foundation, for a Stormwater Quality Project, at a cost not to exceed $322,000. [Div. of Water Quality, Martin]

Summary

Authorization to approve an FY25 (Class B Infrastructure) Stormwater Quality Projects Incentive Grant for the University of Kentucky Research Foundation, in the amount of $322,000.00 for a project to mitigate damages to the downstream infiltration basin and loss of tree canopy at the UK Barnhard Family Athletics Complex. Funds are Budgeted. (L0505-25)(Martin/Albright)

Budgetary Implications [select]: Yes

Advance Document Review:

Law: Yes Todd Henning 5/16/25

Risk Management: No

Fully Budgeted [select]: Yes

Account Number: 4052-303204-3373-78112

This Fiscal Year Impact: $322,000.00

Annual Impact: $

Project: WQINCENTIVE_25

Activity: WQ_GRANT

Budget Reference:

Current Balance: $363,034.00

MAYOR LINDA GORTON

LEXINGTON

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

TO: Mayor Linda Gorton
Urban County Council

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

DATE: May 5, 2025

SUBJECT: Recommendation for a FY25 (Class B Infrastructure) Stormwater Quality Projects Incentive Grant for The University of Kentucky Research Foundation.

Request

The purpose of this memorandum is to request approval of an FY25 (Class B Infrastructure) Stormwater Quality Projects Incentive Grant for The University of Kentucky Research Foundation, in the amount of $322,000.00.

Purpose of Request

Grant funds will be used to mitigate damages to the downstream infiltration basin and the loss of tree canopy along the southern edge of the UK Barnhart Family Athletics Complex. The project elements include installing a vegetated swale, repairing the existing infiltration basin, connecting to an underground conveyance system, and stormwater education in the form of inviting engineering or other relatable fields to participate in the design development process for this project.

Project Cost in FY25 and in Future Budget Years

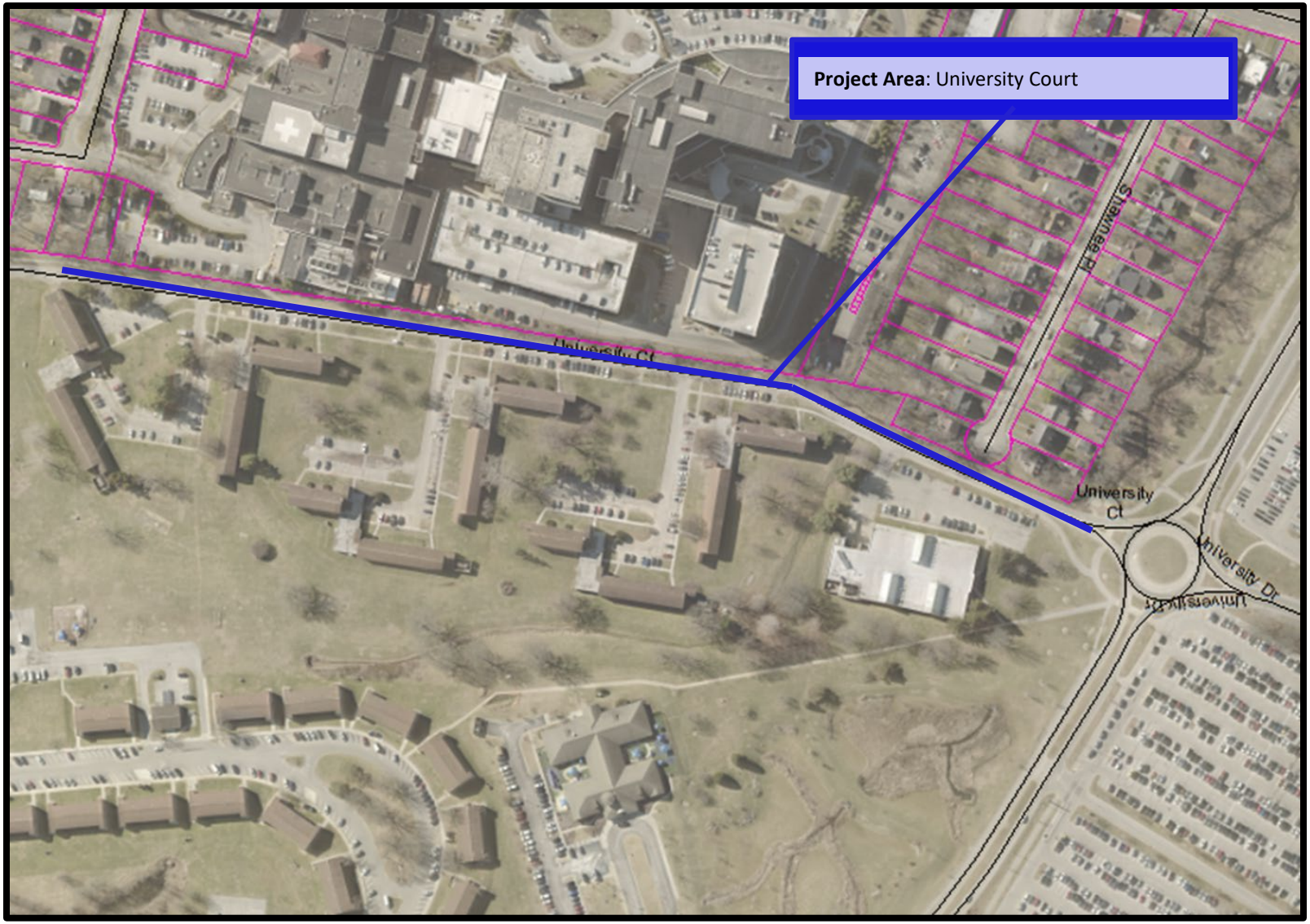
The grant has been approved for FY 2025 funding by the Water Quality Fees Board in the amount of $322,000.00.

Are Funds Budgeted

Funds are budgeted in: 4052 – 303204 – 3373 – 78112 – WQINCENTIVE_25 – WQ_GRANT

Martin/Albright

Stormwater Quality Projects Incentive Grant Program



University of Kentucky Research Foundation

GRANT AWARD AGREEMENT

Fiscal Year 2025 Class B Infrastructure Incentive Grant Program

THIS AGREEMENT, made and entered into on the _____ day of _____, 20___, by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (LFUCG)**, an urban county government of the Commonwealth of Kentucky, pursuant to KRS Chapter 67A (hereinafter "Government"), on behalf of its Division of Water Quality, and **THE UNIVERSITY OF KENTUCKY RESEARCH FOUNDATION,** 500 SOUTH LIMESTONE, 109 KINKEAD HALL, LEXINGTON, KENTUCKY 40526-001 (hereinafter "Grantee"), and **UNIVERSITY OF KENTUCKY**, 410 ADMINISTRATION DRIVE, LEXINGTON, KENTUCKY 40506 (hereinafter "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 Water Quality Fees Board in accordance with Sections 16-408 and 16-410 of the Government's Code of Ordinances; and

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

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

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

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

(1) The Government hereby grants the Grantee the sum of **$322,000.00** (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. The Grantee agrees to cost share the Grant with contributions, labor, and/or other services equal to or greater than 20% of the total project cost.

(2) The Grantee agrees to use the Grant only for the activities set forth in Attachment A which includes installation of stormwater control infrastructure at the following site location(s): **770 ALUMNI DRIVE, LEXINGTON, KENTUCKY 40503** currently owned by the Property Owner.

(3) The Grantee agrees to meet all design standards specified in the Government's Engineering Manuals or as further described in Attachment A in the design of all Grant-funded improvements. This includes all associated activities including but not limited to erosion and sediment control, traffic control, utility relocations, seeding, etc. The Grantee further agrees to

design the facilities in such a way as not to preclude the potential for future water quality / quantity monitoring by LFUCG.

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

(5) The Grantee agrees to obtain all necessary local, state, and federal permits, encroachments, permissions, approvals, etc. in a timely manner and prior to start of construction.

(6) The Grantee agrees to perform periodic reporting as detailed in Paragraph (7) herein below, and produce a Project Final Report within thirty (30) calendar days of the completion of the project elements in digital and hard copy following a standardized format to be provided by the Government summarizing all work completed and detailing the total grant expenditures. Other deliverables include the following:

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

(b) At the end of the Design Phase or prior to the start of the Construction Phase, the following six deliverables, sealed by a professional licensed to perform such work in accordance with Kentucky Revised Statutes (KRS), shall be provided:
- Set of all final design calculations;
- Set of final construction plans, including traffic control, erosion and sediment control, grading plans, etc.;
- Set of final specifications and bidding documents (if applicable);
- Final detailed engineer's construction cost estimate including quantities;
- All required permit submittals and approvals;
- Inspection, Operation, and Maintenance Plan laying out the plan for regular inspection and maintenance of each proposed facility for design performance and safety in accordance with manufacturer's specifications and the Government's Stormwater Manual.

(c) At the end of the Construction Phase, the following five deliverables shall be provided:
- Summary of final construction costs and quantities;
- Copies of all federal, state, and local permits obtained for the project;
- Record Drawing showing all field changes, and signed and sealed by the professional of record certifying the project as shown meets all original design intent;
- Photo documentation of site conditions and improvements before, during, and after construction;
- Signed *Agreement to Maintain Stormwater Control Facilities Funded by an LFUCG Class B Infrastructure Stormwater Quality Projects Incentive Grant.*

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

(a) The Grantee shall submit at least once every three (3) months, if not specified otherwise in Attachment A, a Request for Funds to the Government's Grant Manager designated by the Director of the Division of Water Quality for the project. Each Request for Funds shall include documentation that the Grantee has already expended the requested funds or shall be in a position to expend properly the requested funds within thirty (30) days of receipt of the funds. The Request for Funds shall include full accounting of these eligible grant-related expenses, as listed in Attachment A. Copies of invoices, purchase orders, or receipts showing vendor, date, amount, and items purchased or ordered shall

be provided with the Request for Funds. For project specific personnel costs and stipends, documentation of all billed hours shall include copies of employee timesheets, hourly payroll rate, and description of work performed for hours billed. Each Request for Funds shall include a minimum of 10% cost share.

(b) Each Request for Funds shall be accompanied by a Project Status Report describing the progress of the project to date, including a description and schedule of all activities completed, and hardcopy or electronic copies of materials (*e.g.*, calculations, preliminary plans, etc.) completed to date. For educational events (if applicable), copies of the class rosters or sign-in sheets documenting the number of attendees shall be provided.

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

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

(e) Should the Government's Incentive Grant Program Administrator determine that the Grantee is not in compliance with the terms of this Agreement and/or the Stormwater Quality Projects Incentive Grant Program, including deficiencies in progress and management of the project, the Division of Water Quality shall notify the Grantee, the Mayor's Office, and the appropriate district Council person, and shall meet with the Grantee on matters that prevent approval of the Request for Funds. Failure to resolve any such matters to the satisfaction of the Government may lead to termination of the Agreement for cause pursuant to Paragraph (21) herein below.

(8) The Grantee agrees to obtain written approval from the Government's Grant Manager or Program Administrator for any proposed changes to the Project Team or Project Plan as listed in Attachment A prior to implementing the changes. Failure to gain written approval prior to making changes may lead to termination of the Agreement for cause pursuant to Paragraph (21) herein below.

(9) The Grantee agrees to complete the project phase(s) (*i.e.*, Design and/or Construction) outlined herein within **24** months from the date of this Agreement. The Grantee shall obtain written approval from the Government's Grant Manager and Program Administrator for any time extensions beyond the schedule. Failure to obtain written approval prior to making changes may lead to termination of the Agreement for cause pursuant to Paragraph (21) herein below.

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

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

(12) The Grantee asserts that it is in full compliance with all applicable provisions of the Lexington-Fayette Urban County Government's Code of Ordinances Chapter 5 – Buildings and Building Regulations, Chapter 7 – Finance and Taxation, Chapter 12 – Housing, and Chapter 16 – Sewage, Garbage, Refuse, and Weeds, or in compliance with Kentucky Department of Housing Buildings and Construction rules and requirements as is appropriate for those state institutions, parcels, or buildings which are subject to state regulations and oversight as opposed to local ordinances and regulations. If the Grantee becomes out of compliance with any of these provisions, it will notify the Government's Grant Manager and Program Administrator immediately. Failure to notify the Government and resolve any such matters to the satisfaction of the Government may lead to termination of the Agreement for cause pursuant to Paragraph (21) herein below.

(13) The Grantee agrees to allow the Government access to its property to perform monitoring of the project elements for compliance with this Agreement, as provided in the *"Agreement to Maintain Stormwater Control Facilities Funded by an LFUCG Class B Infrastructure Stormwater Quality Projects Incentive Grant"* (Attachment B).

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

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

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

(17) The Grantee agrees that the Government is authorized to erect and maintain permanent signage at the location of any permanent capital infrastructure, referencing the Water Quality Management Fee and the Stormwater Quality Projects Incentive Grant Program as a source of funding for such permanent capital infrastructure. In the event that permanent signage is installed by the Government, such signage shall not be removed except upon written approval by the Government. Provided, however, that nothing herein shall require the installation of signage by the Government nor prohibit the Government from removing any signage so installed.

(18) The Grantee and Property Owner agree that all stormwater control facilities, including equipment and infrastructure, constructed and funded by a Construction Grant through the Stormwater Quality Projects Incentive Grant Program shall remain in service and maintained by the Grantee or its representatives following the Inspection, Operation, and Maintenance Plan developed for each facility referenced in (6b) above. The Property Owner further accepts and agrees to enter into the "*Agreement to Maintain Stormwater Control Facilities Funded by an LFUCG Class B Infrastructure Stormwater Quality Projects Incentive Grant*" attached hereto as Attachment B and which is incorporated herein by reference as if fully set out herein.

(19) The Grantee and Property Owner agree that all stormwater control facilities, including equipment and infrastructure, constructed and funded by this Grant shall remain the property of the current Property Owner, or his successors and assigns, unless otherwise specified in Attachments A and B.

(20) The Grantee and Property Owner understand that if any of the Grant-funded facilities not owned by the Government are removed from service, the property owner of record at the time of removal shall be liable to reimburse the Government for 100% of the Remaining Value of the facility or portion removed, based upon the depreciation schedule provided in Attachment B.

(21) If, through any cause, the Grantee or Property Owner shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if the Grantee or Property Owner

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

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

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

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

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

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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

BY: _____
LINDA GORTON, MAYOR

ATTEST:

_____
CLERK, URBAN COUNTY COUNCIL

GRANTEE ORGANIZATION: **THE UNIVERSITY OF KENTUCKY RESEARCH FOUNDATION**
500 SOUTH LIMESTONE, 109 KINKEAD HALL
LEXINGTON, KENTUCKY 40526-001

BY: Kim C. Carter
NAME: Kim C. Carter
TITLE: Associate Director

The foregoing Agreement was subscribed, sworn to and acknowledged before me by Kim Carter, as the duly authorized representative for and on behalf of UKRF, on this the 30 day of April, 20 25. 9/8/24

My commission expires: _____.

JUDY STIVERS DUNCAN
MY COMMISSION EXPIRES
NOTARY PUBLIC
COMM. # KYNP70700
SEPTEMBER 08, 2028
COMMONWEALTH OF KENTUCKY

NOTARY PUBLIC

PROPERTY OWNER: **UNIVERSITY OF KENTUCKY**
410 ADMINISTRATION DRIVE
LEXINGTON, KENTUCKY 40506

BY: _____
NAME: ERIC N MONDAY
TITLE: EVPFA

The foregoing Agreement was subscribed, sworn to and acknowledged before me by Eric N. Monday, as the duly authorized representative for and on behalf of University of Kentucky, on this the 9th day of April, 20 25.

My commission expires: 05.13.2027

Linda J. Speakman
NOTARY PUBLIC

LINDA J. SPEAKMAN
Notary Public
Commonwealth of Kentucky
Commission Number KYNP70700
My Commission Expires May 13, 2027

ATTACHMENT A
to the GRANT AWARD AGREEMENT
between Lexington-Fayette Urban County Government (LFUCG) and
The University of Kentucky Research Foundation

GRANT PROGRAM — **2025 Stormwater Quality Projects Incentive Grant Program**
Class B Infrastructure Projects

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

PROJECT TEAM AND CONTACT INFORMATION

Grantee Organization:
The University of Kentucky Research Foundation
500 South Limestone, 109 Kinkead Hall
Lexington, KY 40526-0001
KY Organization #0052708

Primary Project Contact:
Kim C. Carter, Executive Director
859-257-9420 (phone)
ospa@uky.edu (email)

Project Manager:
Britney Ragland
859-257-4171 (phone)
britney.ragland@uky.edu (email)

Project Site Location & Property Owner:
University of Kentucky
770 Alumni Drive
Lexington, KY 40503

Project Team & Design Engineering Firm:
Bell Engineering
2480 Fortune Dr suite 350
Lexington, KY 40509
859-278-5412 (phone)
Bo Smith, P.E. (Engineer of Record)
bsmith@hkbell.com (email)
Jim Buckles, P.E. (Engineer of Record)
jbuckles@hkbell.com (email)

PROJECT PLAN ELEMENTS

All improvements shall be located on the property at 770 Alumni Drive, Lexington, Kentucky 40502, owned by the University of Kentucky. No other property or right-of-way shall be disturbed without the written permission from the property owners.

The purpose of the project is to address issues with a failing Stormwater Best Management Practice (BMP) that is no longer effective in managing stormwater on the southern edge of the UK Barnhart Family Athletics Complex. Previous developments to the project location removed a grass swale and directed flow to an underground conveyance system. However, later improvements to the Athletic complex reintroduced flow to the area which was previously a grass swale. This portion of flow is currently missing the stormwater conveyance system and causing damage to a downstream infiltration basin. Additionally, the excess moisture in the project location has led to the loss of recently installed tree canopy.

This project will reintroduce a vegetated swale to this location and direct this portion of flow back to the underground conveyance system, allowing for the continued operation of the infiltration basin and the reintroduction of tree canopy along the mixed-use trail.

Project Elements

1) Infiltration Basin – The project includes grading repairs to the existing infiltration basin.

2) Vegetated Swale System – Design and construction of a vegetated swale system to direct flow back to the underground conveyance system.

3) Connect to the Underground Conveyance System – Flow from the new vegetated swale system will be directed back to the underground conveyance system allowing for the continued operation of the infiltration basin and the reintroduction of tree canopy along the mixed-use trail. The proposed project involves the design and construction of two catch basins and approximately 250 feet of stormwater piping to realign with the existing stormwater infrastructure

4) Stormwater Education – University of Kentucky students studying engineering, or a related field will be invited to participate in the design development for this project. An educational signage will be installed and guided programs will be made available at the arboretum and/or on campus.

DESIGN

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

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

Design shall also account for the following stipulations:

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

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

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

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

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

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

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

Parks and Recreation, Chris Cooperrider – ccooperrider@lexingtonky.gov
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.

CONSTRUCTION

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

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

1) Construction shall not begin until all permits, approvals, agreements, etc. are obtained and copies provided to the LFUCG Grant Manager.

2) All existing utilities shall be contacted, located, and coordinated with prior to any work being performed.

3) The Erosion and Sediment Control Plan shall be provided to LFUCG for review and comment. The LFUCG Land Disturbance Permit shall be obtained by the contractor after placement of the ESC and traffic control measures.

4) Failure to place acceptable erosion and sediment control measures into service prior to start of construction will result in shut-down of the job site until the measures are put in place. Construction practices shall be put in place to prevent the illicit discharge of sediment, dirt, sand, fluids, trash, and any other pollutant into the Municipal Separate Storm Sewer System or Waters of the Commonwealth.

5) The Organization shall host a pre-construction meeting with all parties. The LFUCG Grant Manager shall be invited to this meeting and given three (3) business days notice.

6) The Organization is responsible to provide all construction oversight, administration, and daily inspection. LFUCG shall not provide these services.

7) The Organization shall document construction by taking before, during, and after photographs.

8) Once construction is complete, a final punch-list inspection shall be performed. The LFUCG Grant Manager shall be invited to this inspection and given five (5) business days notice. If punch-list items are identified, a second inspection shall be performed once those items are resolved, and the LFUCG Grant Manager shall be invited to this inspection and given three (3) business days notice.

9) The Organization agrees to enter into the *Agreement to Maintain Stormwater Control Facilities Funded by an LFUCG Class A Stormwater Quality Projects Incentive Grant* included as Attachment B of the Grant Award Agreement within twenty-one (21) calendar days of the final (post punch-list) inspection. This Agreement may be recorded by LFUCG at the Fayette County Clerk's office.

REPORTING REQUIREMENTS

1) Prior to construction, the Organization shall provide the LFUCG Grant Manager three (3) hard copies and one (1) digital copy each of the following deliverables, each sealed by a professional licensed to perform such work in accordance with Kentucky Revised Statutes (KRS):

   - Set of all final design calculations

- Set of final construction plans, including erosion and sediment control plans, grading plans, etc. (including one "half-size" set)
- Set of final specifications and bidding documents (if applicable)
- Final detailed engineer's construction cost estimate including quantities, and/or bid(s)
- All local, state, or federal permits, approvals, public or private encroachment agreements, etc. received to date for the project
- Inspection, Operation, and Maintenance (IOM) Plan laying out the plan for regular inspection and maintenance of each proposed facility for design performance and safety in accordance with manufacturer's specifications and LFUCG's Stormwater Manual
- Existing condition photographs

2) The Organization shall allow LFUCG twenty-one (21) calendar days to review the submittals and provide comments. If revised submittals are required, the Organization shall allow LFUCG ten (10) calendar days for review per submittal. LFUCG may choose to have a third party engineering consultant assist LFUCG in review of these submittals.

3) If the project is competitively bid, the selected contractor's unit price contract / bid list shall be provided to the LFUCG Grant Manager prior to the start of construction.

4) If the project is not competitively bid, the selected contractor's unit price contract shall be provided to the LFUCG Grant Manager prior to the start of construction, along with a justification for any deviations from the engineer's construction cost estimate.

5) **The construction phase shall begin only after the LFUCG Grant Manager gives Notice to Proceed, in writing, for the start of the construction phase of the project.**

6) If, during construction, the contractor requests a deviation or addition to the quantities or costs in the construction contract, the LFUCG Grant Manager shall be notified within two (2) business days. Additions or modifications to the project that are not directly related to the intended and correct function of the stormwater control project elements as described in the Project Elements listed above and in the original incentive grant application are not eligible for Grant reimbursement. Therefore, the Organization is advised that it should coordinate closely with the LFUCG Grant Manager during construction to ensure the work being performed is in compliance with this Agreement. **Note that per the Grant Award Agreement all overruns that result in the project costs exceeding the Grant amount are the responsibility of the Organization.**

7) After construction is completed, the Project Final Report shall include digital and hard copies of the following:

   - Summary of final construction costs and quantities
   - Copies of all federal, state, and local permits obtained for the project (if not previously provided) and any permit closure documents
   - Three (3) copies of a Record Drawing showing all field changes, and signed and sealed by the professional of record certifying the project as shown meets all original design intent
   - Copies of final inspection minutes, punch-lists, etc.
   - Photo documentation of site conditions and improvements before, during, and after construction
   - Signed *Agreement to Maintain Stormwater Control Facilities Funded by an LFUCG Class B Infrastructure Stormwater Quality Projects Incentive Grant* (Note: This form will be provided by LFUCG after construction is completed and final costs determined.)
   - Any materials generated, including those for educational purposes

8) LFUCG shall make final payment of the 10% retainer after acceptance of the Project Final Report.

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

PERMANENT FACILITIES / INFRASTRUCTURE

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

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

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

EQUIPMENT

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

ADDITIONAL GRANT STIPULATIONS

Note the following additional stipulations related to this project:

1) Applicant shall obtain written approval/agreement prior to work being done on properties not owned by the Applicant.

2) Encroachment agreements shall be obtained when working within any private utility areas.

3) Applicant shall verify the need and ensure all permits are received (i.e., State, Local, and Federal) prior to any work.

4) Work in the right-of-way must conform to Chapter 17C of the LFUCG Code of Ordinances and adhere to the LFUCG Standard Drawings.

5) An Inspection, Operations, and Maintenance {IOM) Plan shall be provided at the conclusion of the project.

6) Both electronic and hard copies of all educational 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	Anticipated Date(s)
Notice to Proceed	February 2025
Kick-off	March 2025
Plan Development	April 2025 – June 2025
Design Documents	June 2025 – September 2025
Permitting	July 2025 – August 2025
Review and Approval	September 2025 – December 2025
Bidding / Contract Negotiation & Award	December 2025 – January 2026
Construction	January 2026 – September 2026
Project Closeout / Final Report to LFUCG	September 2026– November 2026

PROJECT BUDGET – GRANT ELIGIBLE EXPENSES

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

1. Design Phase: **$ 54,500.00**
2. Construction Phase and other items: **$ 348,000.00**

TOTAL PROJECT COSTS:	**$ 402,500.00**

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

Total Grant Share	$ 322,000.00 (not-to-exceed)
Estimated Cost Share	$ 80,500.00
Est. Total Project Cost	**$ 402,500.00**

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	**Design**								
2	Design - Civil	Consultant	Project Design & Development	$ 20,000.00	LS	1.0	$ 4,000.00	$ 16,000.00	$ 20,000.00
3	Design - Civil	Consultant	Project Planning and Administration	$ 31,500.00	LS	1.0	$ 6,300.00	$ 25,200.00	$ 31,500.00
4	Design - Civil	Consultant	Preparation of Bid Package and Recommendation to Award	$ 3,000.00	LS	1.0	$ 600.00	$ 2,400.00	$ 3,000.00
5	**Construction**								
6	Construction	Contractor	Project Construction	$ 230,000.00	LS	1.0	$ 46,000.00	$ 184,000.00	$ 230,000.00
7	Construction	Contractor	Overrun for Market Conditions	$ 20,000.00	LS	1.0	$ 4,000.00	$ 16,000.00	$ 20,000.00
8	Construction	Consultant	Construction Administration	$ 6,000.00	LS	1.0	$ 1,200.00	$ 4,800.00	$ 6,000.00
9	Construction	University Sponsored Projects	University Project Manager	$ 23,000.00	LS	1.0	$ 4,600.00	$ 18,400.00	$ 23,000.00
10	Construction	Consultant	Construction Inspection Services	$ 23,000.00	LS	1.0	$ 4,600.00	$ 18,400.00	$ 23,000.00
11	Construction	Consultant	Contingencies	$ 46,000.00	LS	1.0	$ 9,200.00	$ 36,800.00	$ 46,000.00
12				**TOTAL PROJECT BUDGET:**			$ 80,500.00	$ 322,000.00	$ 402,500.00
13							**ORGANIZATION SHARE**	**GRANT SHARE**	
14			***COST SHARE % =**	**20.00%**	OK		20%	80%	
15									

* NOTE: ALL ESTIMATES OF HOURS AND SALARY/WAGE TOTALS ARE FOR ILLUSTRATIVE PURPOSES ONLY. The University of Kentucky as a not-for-profit institute for higher education is neither required, nor is its accounting system capable of, reporting personnel expenses by the number of hours or hourly rate per the university's federal rate agreement, Uniform Guidelines, applicable OMB Circulars and other federal procurement regulations.

FIGURE 1 – PICTURE OF EXISTING CONDITIONS AT THE PROJECT LOCATION (FROM APPLICATION)

The above images show site conditions on the morning of July 22, 2024 following an approximately 0.17-inch rainfall event. Water is not captured by the existing stormwater infrastructure in the area and has caused damage to a downstream basin.

FIGURE 2 – MAP OF PROJECT AREA (FROM ARCREADER)

RESOLUTION NO. _____ – 2025

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT AWARDING A CLASS B (INFRASTRUCTURE) INCENTIVE GRANT TO THE UNIVERSITY OF KENTUCKY RESEARCH FOUNDATION, FOR A STORMWATER QUALITY PROJECT, AT A COST NOT TO EXCEED $322,000.00.

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

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

Section 2 – That an amount, not to exceed $322,000.00, be and hereby is approved for payment to CBZ Enterprise, LLC, from account # 4052-303204-3372-78112, pursuant to the terms of the Agreement.

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

PASSED URBAN COUNTY COUNCIL:

_____
MAYOR

ATTEST:

_____
CLERK OF URBAN COUNTY COUNCIL
0505-25:JTH:4912-5456-7749, v. 1

GRANT AWARD AGREEMENT

Fiscal Year 2025 Class B Infrastructure Incentive Grant Program

THIS AGREEMENT, made and entered into on the 13th day of June, 2025, by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (LFUCG)**, an urban county government of the Commonwealth of Kentucky, pursuant to KRS Chapter 67A (hereinafter "Government"), on behalf of its Division of Water Quality, and **THE UNIVERSITY OF KENTUCKY RESEARCH FOUNDATION,** 500 SOUTH LIMESTONE, 109 KINKEAD HALL, LEXINGTON, KENTUCKY 40526-001 (hereinafter "Grantee"), and **UNIVERSITY OF KENTUCKY**, 410 ADMINISTRATION DRIVE, LEXINGTON, KENTUCKY 40506 (hereinafter "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 Water Quality Fees Board in accordance with Sections 16-408 and 16-410 of the Government's Code of Ordinances; and

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

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

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

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

(1) The Government hereby grants the Grantee the sum of **$322,000.00** (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. The Grantee agrees to cost share the Grant with contributions, labor, and/or other services equal to or greater than 20% of the total project cost.

(2) The Grantee agrees to use the Grant only for the activities set forth in Attachment A which includes installation of stormwater control infrastructure at the following site location(s): **770 ALUMNI DRIVE, LEXINGTON, KENTUCKY 40503** currently owned by the Property Owner.

(3) The Grantee agrees to meet all design standards specified in the Government's Engineering Manuals or as further described in Attachment A in the design of all Grant-funded improvements. This includes all associated activities including but not limited to erosion and sediment control, traffic control, utility relocations, seeding, etc. The Grantee further agrees to

design the facilities in such a way as not to preclude the potential for future water quality / quantity monitoring by LFUCG.

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

(5) The Grantee agrees to obtain all necessary local, state, and federal permits, encroachments, permissions, approvals, etc. in a timely manner and prior to start of construction.

(6) The Grantee agrees to perform periodic reporting as detailed in Paragraph (7) herein below, and produce a Project Final Report within thirty (30) calendar days of the completion of the project elements in digital and hard copy following a standardized format to be provided by the Government summarizing all work completed and detailing the total grant expenditures. Other deliverables include the following:

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

(b) At the end of the Design Phase or prior to the start of the Construction Phase, the following six deliverables, sealed by a professional licensed to perform such work in accordance with Kentucky Revised Statutes (KRS), shall be provided:
- Set of all final design calculations;
- Set of final construction plans, including traffic control, erosion and sediment control, grading plans, etc.;
- Set of final specifications and bidding documents (if applicable);
- Final detailed engineer's construction cost estimate including quantities;
- All required permit submittals and approvals;
- Inspection, Operation, and Maintenance Plan laying out the plan for regular inspection and maintenance of each proposed facility for design performance and safety in accordance with manufacturer's specifications and the Government's Stormwater Manual.

(c) At the end of the Construction Phase, the following five deliverables shall be provided:
- Summary of final construction costs and quantities;
- Copies of all federal, state, and local permits obtained for the project;
- Record Drawing showing all field changes, and signed and sealed by the professional of record certifying the project as shown meets all original design intent;
- Photo documentation of site conditions and improvements before, during, and after construction;
- Signed *Agreement to Maintain Stormwater Control Facilities Funded by an LFUCG Class B Infrastructure Stormwater Quality Projects Incentive Grant.*

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

(a) The Grantee shall submit at least once every three (3) months, if not specified otherwise in Attachment A, a Request for Funds to the Government's Grant Manager designated by the Director of the Division of Water Quality for the project. Each Request for Funds shall include documentation that the Grantee has already expended the requested funds or shall be in a position to expend properly the requested funds within thirty (30) days of receipt of the funds. The Request for Funds shall include full accounting of these eligible grant-related expenses, as listed in Attachment A. Copies of invoices, purchase orders, or receipts showing vendor, date, amount, and items purchased or ordered shall

be provided with the Request for Funds. For project specific personnel costs and stipends, documentation of all billed hours shall include copies of employee timesheets, hourly payroll rate, and description of work performed for hours billed. Each Request for Funds shall include a minimum of 10% cost share.

(b) Each Request for Funds shall be accompanied by a Project Status Report describing the progress of the project to date, including a description and schedule of all activities completed, and hardcopy or electronic copies of materials (*e.g.*, calculations, preliminary plans, etc.) completed to date. For educational events (if applicable), copies of the class rosters or sign-in sheets documenting the number of attendees shall be provided.

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

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

(e) Should the Government's Incentive Grant Program Administrator determine that the Grantee is not in compliance with the terms of this Agreement and/or the Stormwater Quality Projects Incentive Grant Program, including deficiencies in progress and management of the project, the Division of Water Quality shall notify the Grantee, the Mayor's Office, and the appropriate district Council person, and shall meet with the Grantee on matters that prevent approval of the Request for Funds. Failure to resolve any such matters to the satisfaction of the Government may lead to termination of the Agreement for cause pursuant to Paragraph (21) herein below.

(8) The Grantee agrees to obtain written approval from the Government's Grant Manager or Program Administrator for any proposed changes to the Project Team or Project Plan as listed in Attachment A prior to implementing the changes. Failure to gain written approval prior to making changes may lead to termination of the Agreement for cause pursuant to Paragraph (21) herein below.

(9) The Grantee agrees to complete the project phase(s) (*i.e.*, Design and/or Construction) outlined herein within **24** months from the date of this Agreement. The Grantee shall obtain written approval from the Government's Grant Manager and Program Administrator for any time extensions beyond the schedule. Failure to obtain written approval prior to making changes may lead to termination of the Agreement for cause pursuant to Paragraph (21) herein below.

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

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

(12) The Grantee asserts that it is in full compliance with all applicable provisions of the Lexington-Fayette Urban County Government's Code of Ordinances Chapter 5 – Buildings and Building Regulations, Chapter 7 – Finance and Taxation, Chapter 12 – Housing, and Chapter 16 – Sewage, Garbage, Refuse, and Weeds, or in compliance with Kentucky Department of Housing Buildings and Construction rules and requirements as is appropriate for those state institutions, parcels, or buildings which are subject to state regulations and oversight as opposed to local ordinances and regulations. If the Grantee becomes out of compliance with any of these provisions, it will notify the Government's Grant Manager and Program Administrator immediately. Failure to notify the Government and resolve any such matters to the satisfaction of the Government may lead to termination of the Agreement for cause pursuant to Paragraph (21) herein below.

(13) The Grantee agrees to allow the Government access to its property to perform monitoring of the project elements for compliance with this Agreement, as provided in the *"Agreement to Maintain Stormwater Control Facilities Funded by an LFUCG Class B Infrastructure Stormwater Quality Projects Incentive Grant"* (Attachment B).

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

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

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

(17) The Grantee agrees that the Government is authorized to erect and maintain permanent signage at the location of any permanent capital infrastructure, referencing the Water Quality Management Fee and the Stormwater Quality Projects Incentive Grant Program as a source of funding for such permanent capital infrastructure. In the event that permanent signage is installed by the Government, such signage shall not be removed except upon written approval by the Government. Provided, however, that nothing herein shall require the installation of signage by the Government nor prohibit the Government from removing any signage so installed.

(18) The Grantee and Property Owner agree that all stormwater control facilities, including equipment and infrastructure, constructed and funded by a Construction Grant through the Stormwater Quality Projects Incentive Grant Program shall remain in service and maintained by the Grantee or its representatives following the Inspection, Operation, and Maintenance Plan developed for each facility referenced in (6b) above. The Property Owner further accepts and agrees to enter into the "*Agreement to Maintain Stormwater Control Facilities Funded by an LFUCG Class B Infrastructure Stormwater Quality Projects Incentive Grant*" attached hereto as Attachment B and which is incorporated herein by reference as if fully set out herein.

(19) The Grantee and Property Owner agree that all stormwater control facilities, including equipment and infrastructure, constructed and funded by this Grant shall remain the property of the current Property Owner, or his successors and assigns, unless otherwise specified in Attachments A and B.

(20) The Grantee and Property Owner understand that if any of the Grant-funded facilities not owned by the Government are removed from service, the property owner of record at the time of removal shall be liable to reimburse the Government for 100% of the Remaining Value of the facility or portion removed, based upon the depreciation schedule provided in Attachment B.

(21) If, through any cause, the Grantee or Property Owner shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if the Grantee or Property Owner

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

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

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

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

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

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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

BY: Linda Gorton
LINDA GORTON, MAYOR

ATTEST:

MackenzieStock
CLERK, URBAN COUNTY COUNCIL

GRANTEE ORGANIZATION: **THE UNIVERSITY OF KENTUCKY RESEARCH FOUNDATION**
500 SOUTH LIMESTONE, 109 KINKEAD HALL
LEXINGTON, KENTUCKY 40526-001

BY: Kim C. Carter
NAME: Kim C. Carter
TITLE: Associate Director

The foregoing Agreement was subscribed, sworn to and acknowledged before me by KimCarter UKRF, as the duly authorized representative for and on behalf of _____, on this the 30 day of April, 20 25.

My commission expires: 9/8/24

JUDY STIVERS DUNCAN
NOTARY PUBLIC
COMMONWEALTH OF KENTUCKY
MY COMMISSION EXPIRES SEPTEMBER 08, 2026

NOTARY PUBLIC

PROPERTY OWNER: **UNIVERSITY OF KENTUCKY**
410 ADMINISTRATION DRIVE
LEXINGTON, KENTUCKY 40506

BY: _____
NAME: ERIC N MONDAY
TITLE: EVPFA

The foregoing Agreement was subscribed, sworn to and acknowledged before me by Eric N. Monday, as the duly authorized representative for and on behalf of University of Kentucky, on this the 9th day of April, 20 25.

My commission expires: 05.13.2027

Linda J. Speakman
NOTARY PUBLIC

LINDA J. SPEAKMAN
Notary Public
Commonwealth of Kentucky
Commission Number KYNP70700
My Commission Expires May 13, 2027

ATTACHMENT A
to the GRANT AWARD AGREEMENT
between Lexington-Fayette Urban County Government (LFUCG) and
The University of Kentucky Research Foundation

GRANT PROGRAM

2025 Stormwater Quality Projects Incentive Grant Program
Class B Infrastructure Projects

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

PROJECT TEAM AND CONTACT INFORMATION

Grantee Organization:
The University of Kentucky Research Foundation
500 South Limestone, 109 Kinkead Hall
Lexington, KY 40526-0001
KY Organization #0052708

Primary Project Contact:
Kim C. Carter, Executive Director
859-257-9420 (phone)
ospa@uky.edu (email)

Project Manager:
Britney Ragland
859-257-4171 (phone)
britney.ragland@uky.edu (email)

Project Site Location & Property Owner:
University of Kentucky
770 Alumni Drive
Lexington, KY 40503

Project Team & Design Engineering Firm:
Bell Engineering
2480 Fortune Dr suite 350
Lexington, KY 40509
859-278-5412 (phone)
Bo Smith, P.E. (Engineer of Record)
bsmith@hkbell.com (email)
Jim Buckles, P.E. (Engineer of Record)
jbuckles@hkbell.com (email)

PROJECT PLAN ELEMENTS

All improvements shall be located on the property at 770 Alumni Drive, Lexington, Kentucky 40502, owned by the University of Kentucky. No other property or right-of-way shall be disturbed without the written permission from the property owners.

The purpose of the project is to address issues with a failing Stormwater Best Management Practice (BMP) that is no longer effective in managing stormwater on the southern edge of the UK Barnhart Family Athletics Complex. Previous developments to the project location removed a grass swale and directed flow to an underground conveyance system. However, later improvements to the Athletic complex reintroduced flow to the area which was previously a grass swale. This portion of flow is currently missing the stormwater conveyance system and causing damage to a downstream infiltration basin. Additionally, the excess moisture in the project location has led to the loss of recently installed tree canopy.

This project will reintroduce a vegetated swale to this location and direct this portion of flow back to the underground conveyance system, allowing for the continued operation of the infiltration basin and the reintroduction of tree canopy along the mixed-use trail.

Project Elements

1) Infiltration Basin – The project includes grading repairs to the existing infiltration basin.

2) Vegetated Swale System – Design and construction of a vegetated swale system to direct flow back to the underground conveyance system.

3) Connect to the Underground Conveyance System – Flow from the new vegetated swale system will be directed back to the underground conveyance system allowing for the continued operation of the infiltration basin and the reintroduction of tree canopy along the mixed-use trail. The proposed project involves the design and construction of two catch basins and approximately 250 feet of stormwater piping to realign with the existing stormwater infrastructure

4) Stormwater Education – University of Kentucky students studying engineering, or a related field will be invited to participate in the design development for this project. An educational signage will be installed and guided programs will be made available at the arboretum and/or on campus.

DESIGN

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

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

Design shall also account for the following stipulations:

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

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

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

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

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

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

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

Parks and Recreation, Chris Cooperrider – ccooperrider@lexingtonky.gov
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.

CONSTRUCTION

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

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

1) Construction shall not begin until all permits, approvals, agreements, etc. are obtained and copies provided to the LFUCG Grant Manager.

2) All existing utilities shall be contacted, located, and coordinated with prior to any work being performed.

3) The Erosion and Sediment Control Plan shall be provided to LFUCG for review and comment. The LFUCG Land Disturbance Permit shall be obtained by the contractor after placement of the ESC and traffic control measures.

4) Failure to place acceptable erosion and sediment control measures into service prior to start of construction will result in shut-down of the job site until the measures are put in place. Construction practices shall be put in place to prevent the illicit discharge of sediment, dirt, sand, fluids, trash, and any other pollutant into the Municipal Separate Storm Sewer System or Waters of the Commonwealth.

5) The Organization shall host a pre-construction meeting with all parties. The LFUCG Grant Manager shall be invited to this meeting and given three (3) business days notice.

6) The Organization is responsible to provide all construction oversight, administration, and daily inspection. LFUCG shall not provide these services.

7) The Organization shall document construction by taking before, during, and after photographs.

8) Once construction is complete, a final punch-list inspection shall be performed. The LFUCG Grant Manager shall be invited to this inspection and given five (5) business days notice. If punch-list items are identified, a second inspection shall be performed once those items are resolved, and the LFUCG Grant Manager shall be invited to this inspection and given three (3) business days notice.

9) The Organization agrees to enter into the *Agreement to Maintain Stormwater Control Facilities Funded by an LFUCG Class A Stormwater Quality Projects Incentive Grant* included as Attachment B of the Grant Award Agreement within twenty-one (21) calendar days of the final (post punch-list) inspection. This Agreement may be recorded by LFUCG at the Fayette County Clerk's office.

REPORTING REQUIREMENTS

1) Prior to construction, the Organization shall provide the LFUCG Grant Manager three (3) hard copies and one (1) digital copy each of the following deliverables, each sealed by a professional licensed to perform such work in accordance with Kentucky Revised Statutes (KRS):

   - Set of all final design calculations

- Set of final construction plans, including erosion and sediment control plans, grading plans, etc. (including one "half-size" set)
- Set of final specifications and bidding documents (if applicable)
- Final detailed engineer's construction cost estimate including quantities, and/or bid(s)
- All local, state, or federal permits, approvals, public or private encroachment agreements, etc. received to date for the project
- Inspection, Operation, and Maintenance (IOM) Plan laying out the plan for regular inspection and maintenance of each proposed facility for design performance and safety in accordance with manufacturer's specifications and LFUCG's Stormwater Manual
- Existing condition photographs

2) The Organization shall allow LFUCG twenty-one (21) calendar days to review the submittals and provide comments. If revised submittals are required, the Organization shall allow LFUCG ten (10) calendar days for review per submittal. LFUCG may choose to have a third party engineering consultant assist LFUCG in review of these submittals.

3) If the project is competitively bid, the selected contractor's unit price contract / bid list shall be provided to the LFUCG Grant Manager prior to the start of construction.

4) If the project is not competitively bid, the selected contractor's unit price contract shall be provided to the LFUCG Grant Manager prior to the start of construction, along with a justification for any deviations from the engineer's construction cost estimate.

5) **The construction phase shall begin only after the LFUCG Grant Manager gives Notice to Proceed, in writing, for the start of the construction phase of the project.**

6) If, during construction, the contractor requests a deviation or addition to the quantities or costs in the construction contract, the LFUCG Grant Manager shall be notified within two (2) business days. Additions or modifications to the project that are not directly related to the intended and correct function of the stormwater control project elements as described in the Project Elements listed above and in the original incentive grant application are not eligible for Grant reimbursement. Therefore, the Organization is advised that it should coordinate closely with the LFUCG Grant Manager during construction to ensure the work being performed is in compliance with this Agreement. **Note that per the Grant Award Agreement all overruns that result in the project costs exceeding the Grant amount are the responsibility of the Organization.**

7) After construction is completed, the Project Final Report shall include digital and hard copies of the following:

   - Summary of final construction costs and quantities
   - Copies of all federal, state, and local permits obtained for the project (if not previously provided) and any permit closure documents
   - Three (3) copies of a Record Drawing showing all field changes, and signed and sealed by the professional of record certifying the project as shown meets all original design intent
   - Copies of final inspection minutes, punch-lists, etc.
   - Photo documentation of site conditions and improvements before, during, and after construction
   - Signed *Agreement to Maintain Stormwater Control Facilities Funded by an LFUCG Class B Infrastructure Stormwater Quality Projects Incentive Grant* (Note: This form will be provided by LFUCG after construction is completed and final costs determined.)
   - Any materials generated, including those for educational purposes

8) LFUCG shall make final payment of the 10% retainer after acceptance of the Project Final Report.

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

PERMANENT FACILITIES / INFRASTRUCTURE

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

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

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

EQUIPMENT

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

ADDITIONAL GRANT STIPULATIONS

Note the following additional stipulations related to this project:

1) Applicant shall obtain written approval/agreement prior to work being done on properties not owned by the Applicant.

2) Encroachment agreements shall be obtained when working within any private utility areas.

3) Applicant shall verify the need and ensure all permits are received (i.e., State, Local, and Federal) prior to any work.

4) Work in the right-of-way must conform to Chapter 17C of the LFUCG Code of Ordinances and adhere to the LFUCG Standard Drawings.

5) An Inspection, Operations, and Maintenance {IOM) Plan shall be provided at the conclusion of the project.

6) Both electronic and hard copies of all educational 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	Anticipated Date(s)
Notice to Proceed	February 2025
Kick-off	March 2025
Plan Development	April 2025 – June 2025
Design Documents	June 2025 – September 2025
Permitting	July 2025 – August 2025
Review and Approval	September 2025 – December 2025
Bidding / Contract Negotiation & Award	December 2025 – January 2026
Construction	January 2026 – September 2026
Project Closeout / Final Report to LFUCG	September 2026– November 2026

PROJECT BUDGET – GRANT ELIGIBLE EXPENSES

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

1. Design Phase: **$ 54,500.00**
2. Construction Phase and other items: **$ 348,000.00**

TOTAL PROJECT COSTS: **$ 402,500.00**

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

Total Grant Share	$ 322,000.00 (not-to-exceed)
Estimated Cost Share	$ 80,500.00
Est. Total Project Cost	**$ 402,500.00**

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

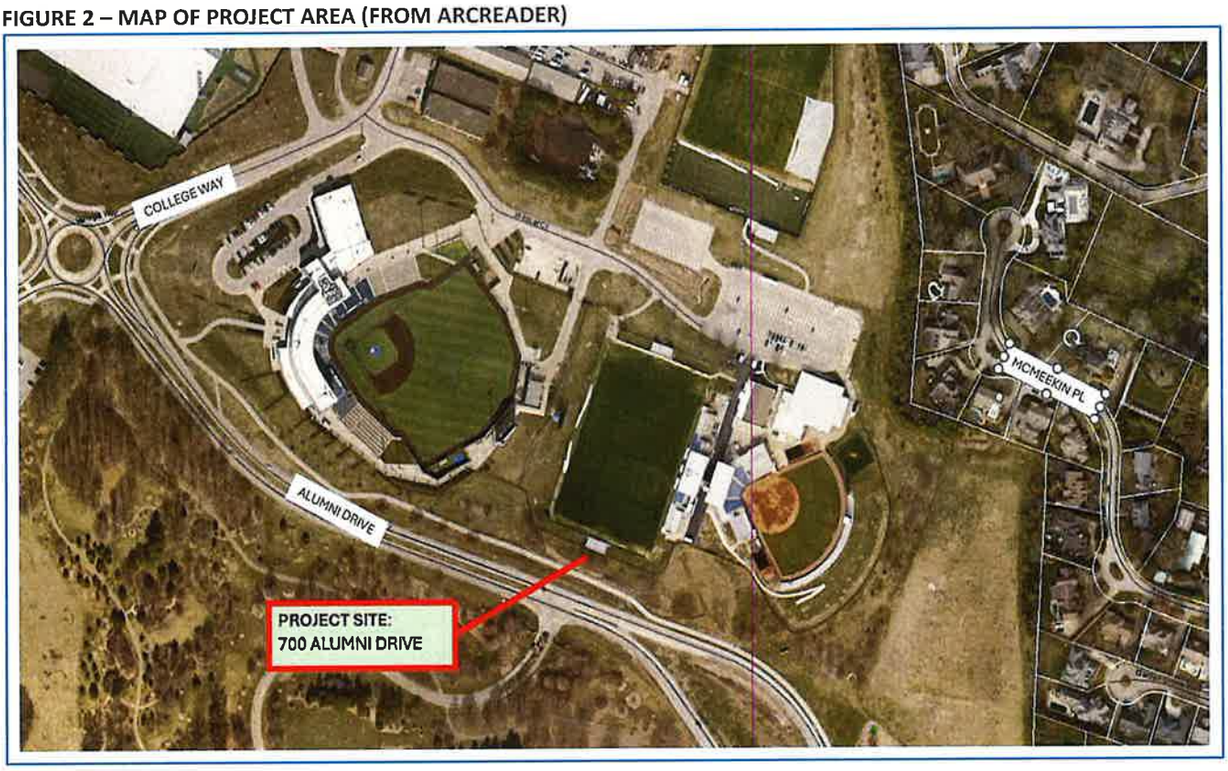
	Type of Expense	Participants	Item	Unit Price		Quantity	Funded by Organization	Funded by Grant	Total Expense
1	**Design**								
2	Design - Civil	Consultant	Project Design & Development	$ 20,000.00	LS	1.0	$ 4,000.00	$ 16,000.00	$ 20,000.00
3	Design - Civil	Consultant	Project Planning and Administration	$ 31,500.00	LS	1.0	$ 6,300.00	$ 25,200.00	$ 31,500.00
4	Design - Civil	Consultant	Preparation of Bid Package and Recommendation to Award	$ 3,000.00	LS	1.0	$ 600.00	$ 2,400.00	$ 3,000.00
5	**Construction**								
6	Construction	Contractor	Project Construction	$ 230,000.00	LS	1.0	$ 46,000.00	$ 184,000.00	$ 230,000.00
7	Construction	Contractor	Overrun for Market Conditions	$ 20,000.00	LS	1.0	$ 4,000.00	$ 16,000.00	$ 20,000.00
8	Construction	Consultant	Construction Administration	$ 6,000.00	LS	1.0	$ 1,200.00	$ 4,800.00	$ 6,000.00
9	Construction	University Sponsored Projects	University Project Manager	$ 23,000.00	LS	1.0	$ 4,600.00	$ 18,400.00	$ 23,000.00
10	Construction	Consultant	Construction Inspection Services	$ 23,000.00	LS	1.0	$ 4,600.00	$ 18,400.00	$ 23,000.00
11	Construction	Consultant	Contingencies	$ 46,000.00	LS	1.0	$ 9,200.00	$ 36,800.00	$ 46,000.00
12				TOTAL PROJECT BUDGET:			$ 80,500.00	$ 322,000.00	$ 402,500.00
13							ORGANIZATION SHARE	GRANT SHARE	
14			*COST SHARE % = 20.00%	OK			20%	80%	
15									

* NOTE: ALL ESTIMATES OF HOURS AND SALARY/WAGE TOTALS ARE FOR ILLUSTRATIVE PURPOSES ONLY. The University of Kentucky as a not-for-profit institute for higher education is neither required, nor is its accounting system capable of, reporting personnel expenses by the number of hours or hourly rate per the university's federal rate agreement, Uniform Guidelines, applicable OMB Circulars and other federal procurement regulations.

FIGURE 1 – PICTURE OF EXISTING CONDITIONS AT THE PROJECT LOCATION (FROM APPLICATION)

The above images show site conditions on the morning of July 22, 2024 following an approximately 0.17-inch rainfall event. Water is not captured by the existing stormwater infrastructure in the area and has caused damage to a downstream basin.

FIGURE 2 – MAP OF PROJECT AREA (FROM ARCREADER)



Stormwater Quality Projects Incentive Grant Program

University of Kentucky Research Foundation

RESOLUTION NO. _____ – 2025

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT AWARDING A CLASS B (INFRASTRUCTURE) INCENTIVE GRANT TO THE UNIVERSITY OF KENTUCKY RESEARCH FOUNDATION, FOR A STORMWATER QUALITY PROJECT, AT A COST NOT TO EXCEED $322,000.00.

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

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

Section 2 – That an amount, not to exceed $322,000.00, be and hereby is approved for payment to the University of Kentucky Research Foundation, from account # 4052-303204-3373-78112, pursuant to the terms of the Agreement.

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

PASSED URBAN COUNTY COUNCIL:

_____
MAYOR

ATTEST:

_____
CLERK OF URBAN COUNTY COUNCIL
0505-25:JTH:4912-5456-7749, v. 1

RESOLUTION NO. 268 – 2025

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT AWARDING A CLASS B (INFRASTRUCTURE) INCENTIVE GRANT TO THE UNIVERSITY OF KENTUCKY RESEARCH FOUNDATION, FOR A STORMWATER QUALITY PROJECT, AT A COST NOT TO EXCEED $322,000.00.

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

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

Section 2 – That an amount, not to exceed $322,000.00, be and hereby is approved for payment to the University of Kentucky Research Foundation, from account # 4052-303204-3373-78112, pursuant to the terms of the Agreement.

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

PASSED URBAN COUNTY COUNCIL: June 12, 2025

Linda Gorton

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0505-25:JTH:4912-5456-7749, v. 1

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0506-25

File ID:	0506-25	**Type:**	Resolution	**Status:**	Approved
Version:	1	**Contract #:**	165-2025	**In Control:**	Urban County Council
				File Created:	05/16/2025
File Name:	West Hickman ASH Tank Blower Improvements			**Final Action:**	06/12/2025

Title: A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute an Agreement (awarded pursuant to RFP No. 10-2025) with Ky. Engineering Group, LLC, for investigation and design services for West Hickman Ash Tank Blower Improvements, at a cost not to exceed $156,300. [Div. of Water Quality, Martin]

Notes: SAF in the CCO. Returned to Tiffany Rank 6/24/2024. MS

Sponsors:		**Enactment Date:**	06/12/2025
Attachments:	Blue Sheet_Memo, Non Consent Decree ESA 2025 WH ASH Tank Blower Improvements, 0506-25 KENTUCKY ENGINEERING blower 4912-3345-3125 v.1.docx, R-269-2025, Contract #165-2025	**Enactment Number:**	R-269-2025
Deed #:		**Hearing Date:**	
Drafter:	Christina King/ Tiffany Rank	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	05/27/2025	Approved and Referred to Docket	Urban County Council	05/29/2025		Pass
1	Urban County Council	05/29/2025	Received First Reading	Urban County Council	06/12/2025		
1	Urban County Council	06/12/2025	Approved				Pass

Text of Legislative File 0506-25

Title

A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute an Agreement (awarded pursuant to RFP No. 10-2025) with Ky. Engineering Group, LLC, for investigation and design services for West Hickman Ash Tank Blower Improvements, at a cost not to exceed $156,300. [Div. of Water Quality, Martin]

Summary

Authorization to approve an Agreement with Kentucky Engineering Group, LLC.

(RFP#10-2025), to provide investigation and design services for West Hickman ASH Tank Blower Improvements. At a cost of $156,300, funds are Budgeted. (L0506-25) (Martin/Albright)

Budgetary Implications [select]: Yes

Advance Document Review:

Law: Yes Todd Henning 5/15/25

Risk Management: No

Fully Budgeted [select]: Yes

Account Number: 4003-303401-3401-92711

This Fiscal Year Impact: $156,300.00

Annual Impact: $

Project: WHWWTP_RMP

Activity: CONSENT_DE

Budget Reference:

Current Balance: $2,807,560.82

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: May 5, 2025

SUBJECT: **Contract for Investigation/Design Services for West Hickman ASH Tank Blower Improvements. RFP #10-2025**

Request

The purpose of this memorandum is to request a resolution authorizing an agreement between the Lexington-Fayette Urban County Government (LFUCG) and Kentucky Engineering Group, LLC. The contract with Kentucky Engineering Group, LLC. will provide investigation and design services for West Hickman ASH Tank Blower Improvements.

Purpose of Request

The purpose of the West Hickman ASH Tank Blower Improvements, as defined by RFP #10-2025, is to replace equipment that has surpassed its useful life or to sustain current treatment reliability and lower operating cost by improving efficiency. After the design and advertisement for construction, the consultant will also be responsible for weekly inspections until construction is complete.

On April 30 2025, an RFP workgroup reviewed three RFPs for providing investigation and design services for the West Hickman ASH Tank Blower Improvements. The workgroup scored the firms as best meeting the conditions of the advertised Request for Proposals. The unanimous decision was Kentucky Engineering Group, LLC. for the project. Kentucky Engineering Group, LLC ranked #1 in meeting the qualifications.

Project Cost in FY25 and in Future Budget Years

The cost for the defined investigation, design services and construction administration for the project is $156,300.00.

Are Funds Budgeted

Funds are budgeted in the following account:
4003 303401 3401 92711 WHWWTP_RMP/CONSENT_DE Budget Reference 2024

Martin/Albright

ENGINEERING SERVICES AGREEMENT

THIS IS AN AGREEMENT made as of _____, 2025, between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (**OWNER**) and Kentucky Engineering Group, LLC. (**CONSULTANT**). **OWNER** intends to proceed with the Investigation and Design Services for the West Hickman ASH Tank Blower Improvements as described in the attached Exhibit A, "**RFP #10-2025."** The services are to include customary civil, sanitary, geotechnical, mechanical, structural, and electrical engineering services as related to completion and submission of reports and deliverables as described in Exhibit A, detailing the findings of all field inspections, inventory and required analysis completed by the CONSULTANT. The services are hereinafter referred to as the **PROJECT**.

OWNER and **CONSULTANT** in consideration of their mutual covenants herein agree in respect of the performance of professional engineering services by **CONSULTANT** and the payment for those services by **OWNER** as set forth below.

CONSULTANT shall provide professional consulting services for **OWNER** in all phases of the **PROJECT** to which this Agreement applies, serve as **OWNER'S** professional engineering representative for the **PROJECT** as set forth below and shall give professional consultation and advice to **OWNER** during the performance of services hereunder.

SECTION 1 - BASIC SERVICES OF CONSULTANT

1.1. General

CONSULTANT shall perform professional services as hereinafter stated that include customary civil, geotechnical, structural, mechanical, electrical and sanitary engineering services incidental thereto.

1.2. Project Phase

After written authorization to proceed, **CONSULTANT** shall:

1.2.1. Notify the **OWNER** in writing of its authorized representative who shall act as Project Engineer and liaison representative between the **CONSULTANT** and the **OWNER**.

1.2.2. The **CONSULTANT must perform all duties necessary to fully complete the deliverables described in attached Exhibit A "The Investigation/Design Services for the West Hickman ASH Tank Blower Improvements; RFP #10-2025" (including Appendices), and attached Exhibit C the "Proposal of Engineering Services and Related Matters" (the CONSULTANT's response to RFP #10-2025).**

1.2.3. 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 and then EXHIBIT C**.

1.2.3 The **CONSULTANT** shall provide written documentation of all meetings and be responsible for incorporating all comments and changes resulting therefrom in final work product.

1.2.4. The **CONSULTANT** shall post all initial draft work products on the project document management portal. If the project document management portal is not functional on the draft posting date, the CONSULTANT shall submit five (5) copies (hardcover) of all initial draft final work products for this **PROJECT**. The copies of the initial draft final reports are submitted for review and comment by the **OWNER**, and should be presented in person to the **OWNER**.

1.2.5. After the **OWNER'S** detailed review, the **CONSULTANT** will revise the initial draft final for all work products for this **PROJECT**, and the **CONSULTANT** shall post all draft final work products on the project document management portal. If the project document management portal is not functional on the draft posting date, the CONSULTANT shall five (5) copies (hardcover). One electronic copy of the all work products for this **PROJECT**, including all appendices, shall be provided and prepared in such a manner that it can readily be converted to a quick-link accessible form for the **OWNER'S** Website. The **OWNER** shall have ten (10) business days within which to accept or deny each such final draft. If is denied, the **OWNER** shall provide a detailed explanation in writing for the basis of such denial. Once the **OWNER** accepts the draft as final, a total of ten (10) final copies (hardcover) are required in addition to an electronic copy.

1.2.6 Immediately notify **OWNER** of any delay in the delivery of a work product or deliverable, regardless of cause. Give written notice to **OWNER** within five (5) business days whenever **CONSULTANT** observes or otherwise becomes aware of any development that affects the scope or timing of **CONSULTANT'S** services, or any defect in the work of Contractor(s).

SECTION 2 - EXTRA WORK BY CONSULTANT

2.1. The **OWNER** may desire to have the **CONSULTANT** perform work or render services in connection with this **PROJECT** other than provided by the expressed intent of this Agreement. Such work shall be considered as "Extra Work", subject to a change order, supplemental to this Agreement, setting forth the character and scope thereof and the compensation therefore. Work under such change order shall not proceed until the **OWNER** gives written authorization. Should the **OWNER** find it desirable to have previously satisfactorily completed and accepted plans or parts thereof revised, the **CONSULTANT** shall make such revisions as directed, in writing, by the **OWNER**. This work shall be considered as "Extra Work" and shall be paid as such.

2.2. All "Extra Work" is subject to prior written authorization of **OWNER** and necessary appropriations made by the Urban County Council.

SECTION 3 - OWNER'S RESPONSIBILITIES

OWNER shall:

3.1. Provide criteria and information as to **OWNER'S** requirements for the **PROJECT**, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations.

3.2. Assist **CONSULTANT** by placing at his disposal available information pertinent to the Project.

3.3. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by **CONSULTANT**, and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of **CONSULTANT**.

3.4. Designate in writing a person to act as **OWNER'S** representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret, and define **OWNER'S** policies and decisions with respect to materials, equipment, elements, and systems pertinent to **CONSULTANT'S** services.

3.5. Give written notice to **CONSULTANT** whenever **OWNER** observes or otherwise becomes aware of any development that affects the scope or timing of **CONSULTANT'S** services, or any defect in the work of Contractor(s).

3.6. Furnish or direct **CONSULTANT** to provide, necessary Extra Work as stipulated in Section Two (2) of this Agreement or other services as required.

SECTION 4 - PERIOD OF SERVICES

4.1. Time is of the essence in the performance of this Agreement. See attached Exhibit A "Proposal of Engineering Services and Related Matters" for the project schedule.

4.2. The provisions of this Section Four (4) and the various rates of compensation for **CONSULTANT'S** services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the **PROJECT** through completion.

4.3. If a delay results from the acts of **OWNER** or another entity that is required to permit or approve the work or services, an extension of time for such delay will be considered by **OWNER**.

4.3.1. If the above type of delay occurs and **CONSULTANT** wants an extension of time, it must, within ten (10) days from the date of the delay, apply in writing to **OWNER** for an extension of time for a reasonable period, which must be agreed upon by **OWNER**.

4.3.2. If the extension of time is approved by **OWNER**, the **PROJECT** schedule/Final Task Order shall be revised to reflect the extension. Such extension of time to the completion date shall in no way be construed to operate as a waiver on the part of **OWNER** of any of its other rights in the Agreement.

4.3.3. If the above type of delay would prevent complete performance of the **PROJECT**/Final Task Order within ninety (90) days of the time specified therein, **OWNER** shall have the option of cancelling the **PROJECT**/Final Task Order or otherwise adjusting the scope of the services or work and any related fees.

4.3.4. If the parties cannot mutually agree to an extension of time or an adjustment, Section 6.5 under "DISPUTES" of this Agreement shall apply.

4.4. If delays result solely by reason of acts of the **CONSULTANT**, the **CONSULTANT** must immediately notify the **OWNER** in the event of such delay, and provide the **OWNER** a written action plan within five (5) business days on how it will reasonably attempt to resolve the delay. If the parties cannot mutually agree to an extension of time or an adjustment, Section 6.5 under "DISPUTES" of this Agreement shall apply. If the above type of delay would prevent complete performance of the **PROJECT**/Final Task Order within ninety (90) days of the time specified therein, **OWNER** shall have the option of cancelling the **PROJECT**/Final Task Order or otherwise adjusting the scope of the services or work and any related fees.

SECTION 5 - PAYMENTS TO CONSULTANT

5.1. Methods of Payment for Services of CONSULTANT.

5.1.1. For Basic Services
OWNER shall pay **CONSULTANT** a lump sum fee not exceeding $156,300.00.

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 as set forth in Section 6.5, "DISPUTES" of this Agreement.

5.2. Times of Payment

5.2.1. **CONSULTANT** shall submit monthly statements for Basic Services and Extra Work rendered. The Statements will be based upon **CONSULTANT'S** estimate of the proportion of the total services actually completed at the time of billing. **OWNER** shall respond to **CONSULTANT'S** monthly statements within thirty (30) days, either denying payment or making payment.

5.3. Other Provisions Concerning Payments

5.3.1. In the event the Agreement is terminated by the **OWNER** without fault on the part of the **CONSULTANT**, the **CONSULTANT** shall be paid for the work performed or services rendered for which it has not already been paid as determined by mutual agreement between the **OWNER** and the **CONSULTANT**.

5.3.2. In the event the services of the **CONSULTANT** are terminated by the **OWNER** for fault on the part of the **CONSULTANT**, the **CONSULTANT** shall be paid reasonable value of the work performed or services rendered and delivered for which it has not already been paid, and the amount to be paid shall be determined by the **OWNER**.

SECTION 6 - GENERAL CONSIDERATIONS

6.1. Termination

6.1.1. **CONSULTANT may only terminate this Agreement** due to **OWNER'S** material breach of the terms hereof which breach causes **CONSULTANT** to be unable to perform its duties and responsibilities under this Agreement and upon forty-five (45) days written advance notice to **OWNER**.

6.1.2. The **OWNER** may terminate this Agreement for cause upon seven (7) business days written advance notice to the **CONSULTANT**. The **OWNER** reserves the right to terminate the Agreement for any reason whatsoever, with or without cause, at any time upon thirty (30) days written advance notice to the **CONSULTANT**.

6.2. Ownership and Reuse of Documents

All documents, including raw data, reports, Drawings and Specifications, prepared by the **CONSULTANT** pursuant to this Agreement shall be delivered to and become the property of the **OWNER**. The **OWNER** shall have the right to reuse same without restriction or limitation, but without liability or legal exposure to **CONSULTANT**.

6.3. Legal Responsibilities and Legal Relations

6.3.1. The **CONSULTANT** shall familiarize himself with and shall at all times comply with all federal, state, and local laws, ordinances, and regulations that in any manner affect the services of this Agreement.

6.3.2. In performing the services hereunder, the **CONSULTANT** and its consultants, employees, agents and representatives shall not be deemed or construed to be employees of **OWNER** in any manner whatsoever. Except as otherwise provided in this Agreement, the **CONSULTANT** shall be acting as an independent contractor. The **CONSULTANT** shall not hold itself out as, nor claim to be, an officer or employee of **OWNER** by reason hereof and shall not make any claim, demand or application to or for any right or privilege applicable to an officer or employee of

OWNER. The **CONSULTANT** shall be solely responsible for any claims for wages or compensation by **CONSULTANT'S** employees, agents and representatives, including consultants, and shall save and hold **OWNER** harmless therefrom.

6.3.3. The parties hereto agree that causes of actions between the parties shall be governed by applicable provisions of the Kentucky Revised Statues, and that venue of any legal action shall be a court of appropriate jurisdiction in Fayette County, Kentucky. The parties further agree that Kentucky law shall apply with respect to the interpretation of any provision of this Agreement.

6.4. Successors and Assigns

6.4.1. **CONSULTANT** binds itself and his partners, successors, executors, administrators, assigns and legal representatives to this Agreement in respect to all covenants, agreements, and obligations of this Agreement. **CONSULTANT** shall not assign any interest, obligation or benefit in this Agreement. **CONSULTANT** shall not assign any interest, obligation or benefit in this Agreement nor transfer any interest in the same, whether by assignment or novation, without prior written consent of **OWNER**.

6.4.2. The **CONSULTANT** shall not subcontract more than fifty percent (50%) of the work, based upon dollar value of the work. The **CONSULTANT** shall obtain written approval prior to subletting or assigning any services contained in this Agreement, and consent to sublet or assign any part of this Agreement shall not be construed to relieve the **CONSULTANT** of any responsibility for compliance with the provisions of this Agreement.

6.4.3. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than **OWNER** and **CONSULTANT**.

6.5. Disputes

Except as otherwise provided in this Agreement, any dispute hereunder may be resolved by agreement of the **OWNER'S** Agent (Section 8.1.1) and the **CONSULTANT.** In the absence of such an agreement, the dispute shall be submitted to the **OWNER'S** Commissioner, Department of Environmental Quality & Public Works, whose decision shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith. Pending a final decision of a dispute hereunder, the **CONSULTANT** shall proceed diligently with the performance of the Agreement in accordance with the directions of the **OWNER**.

6.6. Accuracy of CONSULTANT'S Work

The **CONSULTANT** shall be required to perform this Agreement in accordance with the degree of ordinary and reasonable skill and care usually exercised by professional engineers prevailing at the time, place and under similar conditions as the services hereunder are rendered.

The **CONSULTANT** shall be responsible for the accuracy of all work, even though raw data, reports, Drawings and Specifications have been accepted by the **OWNER**, and it shall make any necessary revisions or corrections resulting from its errors and/or omissions for no additional compensation. By submission of reports, soils and subsurface information, quantities estimates, calculations and Drawings and Specifications to the **OWNER**, the **CONSULTANT** has made an incontrovertible representation that the information is accurate within the appropriate standard of skill and care. Failure on the part of **CONSULTANT** to provide the expected level of accuracy may be grounds for the **OWNER** to terminate this Agreement.

6.7. Security Clause

The **CONSULTANT** certifies that he shall not at any time release or divulge any information concerning the services covered by this Agreement to any person or any public or private organization except the **OWNER** without prior approval of the **OWNER** unless required by law

6.8. Access to Records

The **CONSULTANT** and his sub-consultants shall maintain all books, documents, papers, and accounting records, and make such materials available at their respective offices at all reasonable times during the Agreement period and for three (3) years from the date of final payment under the Agreement for inspection by the **OWNER**, and copies thereof shall be furnished if requested. Failure to maintain such records for three (3) years after the date of final payment may be grounds for the **OWNER** to disqualify the **CONSULTANT** from consideration for future consultant engineering Agreements.

6.9. Risk Management Provisions, Insurance and Indemnification

6.9.1. DEFINITIONS

The **CONSULTANT** understands and agrees that the Risk Management Provisions of this Agreement define the responsibilities of the **CONSULTANT** to the **OWNER**.

As used in these Risk Management Provisions, the terms "**CONSULTANT"** and "**OWNER"** shall be defined as follows:

a. **CONSULTANT** means the consultant and its employees, agents, servants, owners, principals, licensees, assigns and subcontractors of any tier.

b. **OWNER** means the Lexington-Fayette Urban County Government and its elected and appointed officials, employees, agents, boards, assigns, volunteers, and successors in interest.

6.9.2. INDEMNIFICATION AND HOLD HARMLESS PROVISION

a. It is understood and agreed by the parties that **CONSULTANT** hereby assumes the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of **CONSULTANT** or its employees, agents, servants, owners, principals, licensees, assigns or subcontractors of any tier (hereinafter "**CONSULTANT**") under or in connection with this agreement and/or the provision of goods or services and the performance or failure to perform any work required thereby.

b. **CONSULTANT** shall indemnify, save, hold harmless and defend the Lexington-Fayette Urban County Government and its elected and appointed officials, employees, agents, volunteers, and successors in interest (hereinafter "**OWNER**") from and against all liability, damages, and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, from or by **CONSULTANT**'s performance or breach of the agreement and/or the provision of goods or services provided that: (a) it is attributable to personal injury, bodily injury, sickness, or death, or to injury to or destruction of property (including the loss of use resulting therefrom), or to or from the negligent acts, errors or omissions or willful misconduct of the **CONSULTANT**; and (b) not caused solely by the active negligence or willful misconduct of **OWNER**.

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

d. In the event **OWNER** is alleged to be liable based upon the above, **CONSULTANT** shall defend such allegations and shall bear all costs, fees and expenses of such defense, including but not limited to, all reasonable attorneys' fees and expenses, court costs, and expert witness fees and expenses, using attorneys approved in writing by **OWNER**, which approval shall not be unreasonably withheld.

e. These provisions shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this agreement.

f. **OWNER** is a political subdivision of the Commonwealth of Kentucky. **CONSULTANT** acknowledges and agrees that **OWNER** is unable to provide indemnity or otherwise save, hold harmless, or defend the **CONSULTANT** in any manner.

6.9.3. FINANCIAL RESPONSIBILITY

The **CONSULTANT** understands and agrees that the **CONSULTANT** shall, prior to final acceptance of the **CONSULTANT'S** proposal and the commencement of any work; demonstrate the ability to assure compliance with the Indemnity Agreement and other provisions of this Agreement.

6.9.4. INSURANCE REQUIREMENTS

6.9.4.1. Required Insurance Coverage

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

Coverage	**Limits**
General Liability (Insurance Services Office Form CG 00 01)	$1 million per occurrence, $2 million aggregate or $2 million combined single limit
Commercial Automobile Liability (Insurance Services Office Form CA 0001)	combined single, $1 million per occurrence
Professional Liability	$1 million per occurrence, $2 million aggregate
Worker's Compensation	Statutory
Employer's Liability	$500,000.00

The policies above shall contain the following conditions:

a. **OWNER** shall be named as an additional insured in the General Liability Policy and

Commercial Automobile Liability Policy.

b. The General Liability Policy shall be primary to any insurance or self-insurance retained by **OWNER**.

c. The General Liability Policy shall include Business Interruption coverage.

d. The Contractor shall carry Builders Risk coverage at a level sufficient to cover the replacement cost of any equipment or machinery used at the work site, if applicable.

e. The General Liability Policy shall include a Pollution Liability endorsement and/or Environmental Casualty coverage unless it is deemed not to apply by **OWNER**.

f. The General Liability Policy shall have a Professional Liability endorsement (including Errors and Omissions), which shall include Business interruption coverage and this policy or endorsement shall include Environmental Casualty coverage for any services performed pursuant to the contract, and/or a separate Professional Liability Policy shall be obtained unless it is deemed not to apply by **OWNER**. (**OWNER** does not need to be named as additional insured).

g. **OWNER** shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.

h. The Professional Liability policy shall be maintained for a minimum of three years beyond the completion date of the project, to the extent commercially available. If not commercially available, **CONSULTANT** shall notify **OWNER** and obtain similar insurance that is commercially available and acceptable to **OWNER**.

i. Said coverage shall be written by insurers acceptable to **OWNER** and shall be in a form acceptable to **OWNER**. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

6.9.4.2. Renewals

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

6.9.4.3. Right to Review, Audit and Inspect

CONSULTANT understands and agrees that **OWNER** may review, audit and inspect any and all of **CONSULTANT'S** records and operations to insure compliance with these Insurance Requirements.

6.9.5. SAFETY AND LOSS CONTROL

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

6.9.6. DEFINITION OF DEFAULT

CONSULTANT understands and agrees that the failure to comply with any of these provisions shall constitute default under this Agreement. **CONSULTANT** also agrees that **OWNER** may elect as its option any single remedy or penalty or any combination of remedies and penalties, as available, including but not limited to purchasing insurance and charging **CONSULTANT** for any such insurance premiums purchased, or suspending or terminating this Agreement.

SECTION 7 - EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Agreement, the **CONSULTANT** agrees as follows:

7.1. The **CONSULTANT** will not discriminate against any employee or application for employment because of race, color, religion, national origin, sex, age, or handicap. The **CONSULTANT** will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, national origin, sex, age, or handicap. Such action shall include, but not be limited to the following: employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. The **CONSULTANT** agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.

7.2.1. The **CONSULTANT** will, in all solicitations or advertisements for employees placed by or on behalf of the **CONSULTANT**, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, sex, age (between forty and seventy), or handicap.

SECTION 8 - SPECIAL PROVISIONS, EXHIBITS, AND SCHEDULES

8.1. This Agreement is subject to the following provisions.

8.1.1. Pursuant to subparagraph 3.4 of this Agreement, **OWNER** has assigned Charles H. Martin, P.E., Director of the Division of Water Quality (the "**OWNER'S** Agent"), as the authorized agent of **OWNER**, to monitor, direct and review the performance of work of the **CONSULTANT**. Documents, data, reports, and all matters associated with carrying out this Agreement shall be addressed to the **OWNER'S** Agent or his designee. Questions by the **CONSULTANT** regarding interpretations of the terms, provisions and requirements under this Agreement shall be addressed to the **OWNER'S** Agent or his designee. The **CONSULTANT** shall look only to the **OWNER'S** Agent or his designee for direction in its performance under this Agreement; no other direction shall be binding upon **OWNER**. **OWNER** shall respond to written requests by **CONSULTANT** within thirty (30) days.

8.2. This Agreement, together with the Incorporated Documents (Section 1.2) constitutes the entire Agreement between **OWNER** and **CONSULTANT** and supersedes all prior written or oral understandings. This Agreement and **EXHIBITS A, B, C and D** and any related schedules or documents may only be amended, supplemented, modified or canceled by a duly executed written instrument.

8.3. NO THIRD PARTY RIGHTS. This agreement does not create a contractual relationship with or right of action in favor of a third party against either **OWNER** or **CONSULTANT.**

8.4 UNENFORCEABLE TERMS/SURVIVABILITY. If any term or provision of this Agreement shall be found to be illegal or unenforceable, this Agreement shall remain in full force and such term or provision shall be deemed stricken. The provisions of Section 6 of this Agreement shall survive its termination.

8.5. NON-WAIVER. The failure of either party to enforce any right reserved to it in this Agreement shall not be a waiver of any such right to which the party is entitled.

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

OWNER:

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 _____, 2023.

My commission expires: _____.

_____
NOTARY PUBLIC

EXHIBIT A

REQUEST FOR PROPOSALS/

SCOPE OF ENGINEERING SERVICES

AND RELATED MATTERS

RFP#41-2023

Investigation / Design Services for West Hickman WWTP
Aerated Sludge Holding (ASH) Tanks Blower Improvements

Lexington – Fayette Urban County Government (LFUCG) Division of Water Quality

The Lexington-Fayette Urban County Government is accepting proposals from interested consulting engineering firms for the Investigation / Design Services for West Hickman WWTP ASH Tanks Blower Improvements.

1. General Project Description

The CONSULTANT shall perform professional services as hereinafter stated which shall include but is not limited to customary civil, geotechnical, structural, mechanical, electrical engineering, and programming services as related to the Investigation / Design for West Hickman WWTP ASH Tank Blower Improvements Project.

The CONSULTANT will evaluate different options for blowers for the Aerated Sludge Holding Tanks at The West Hickman Creek Wastewater Treatment Plant. Chapter 9 (Aerated Sludge Holding Tanks) of the Operations and Maintenance Manual for West Hickman WWTP from 2000, is included in Appendix A. While reviewing the O&M Manual, please note that ASH Tanks 3 and 4 are the only 2 tanks used. They were covered to be able to control odors from the sludge. Blowers 1 and 3 (60 HP Blowers) are out of service and Blowers 5 and 6 (150 HP Blowers) can, currently, only be used one at a time due to piping limitations. The current layout of the Blowers and Tanks are shown in the drawings included in Appendix B. The current blower arrangement does not allow operations staff the aeration capacity needed. Staff would like to maintain a DO of 2 mg/l in ASH Tanks 3 and 4. A contractor was hired to run parallel piping for the 150 HP Blowers. Once that project is complete staff should be able to maintain a DO of 2mg/l in each tank. The parallel piping is complete, and staff have been collecting data.

The CONSULTANT selected will make recommendations for blowers and piping modifications needed to achieve the operational needs. Blower replacements for the 60 HP blowers are to be considered along with options for the 150 HP blowers. Other equipment related to the operation of the ASH Tanks, includes evaluation of existing electrical capacity; possible ways to reduce the noise of the blowers; moving the existing blowers for better use or purchase new blowers; evaluation of the existing diffusers; and recommendations of any additional SCADA control/monitoring needed. This is not meant to be an all-inclusive list. Attached, in Appendix C, are the original blower specifications and the original diffuser specifications. Pictures of the existing blowers and MCCs are shown in Appendix D.

Currently, funding for this project is 100% sewer fund revenue; no federal fund involvement is expected. There is a possibility of a State Revolving Fund (SRF) Loan.

2. Scope of Work: ASH Tank Blower Improvements Project

The CONSULTANT will evaluate the existing blowers and related equipment. Up to 4 options will be explored.

In the Preliminary Engineering Report (PER), the suggested blower options and rehabilitation of the area will be outlined and any modifications or recommended improvements presented.

A well-developed sequence of construction will be defined. The plant must continue to operate during construction. Shutdowns will be coordinated with plant staff; limitations will be defined in the design documents. The CONSULTANT will need to consider the necessary valve additions, valve replacements, and/or piping modifications to facilitate construction while keeping the ASH Tanks and blowers operational.

The CONSULTANT will also be responsible for all electrical, instrumentation, mechanical, structural, and plumbing design for equipment related to the project. This is not intended to be an all-inclusive list of items to be addressed.

The PER will summarize the options with detailed construction estimates.

A. Task 1: Existing ASH Tank Operations Review

(1) Interview West Hickman Wastewater Treatment Plant Operations and Maintenance staff for input regarding the current process equipment, equipment controls, electrical capacity, aeration piping, diffusers, noise, and functionality related to the existing ASH Tank related operations.

(2) Collect any operational information needed for design.

(3) Review operational data and reports to determine the needs of the operational staff to achieve the necessary parameters to aid in the aeration of the sludge.

(4) Collect any other supporting data needed for design decisions.

(5) Observe the operations and trends for the ASH Tanks.

(6) Complete a review to make sure the design and replacement of the blowers are compliant with NFPA 79 and 820.

B. Task 2: Develop Equipment/Process Replacement Concepts and Schedules

(1) Evaluate blower replacement options. Address all electrical, SCADA controls, noise control, ventilation, lighting, PLC replacement, and building improvements. Meet with plant staff and engineering group to discuss the options.

(2) Prepare a conceptual layout and construction sequence for evaluated options along with design calculations.

(3) Conduct a 20-year life cycle and present worth analysis for each conceptual design evaluated.

(4) Prepare preliminary cost estimates and implementation schedules for all conceptual designs.

(5) Present Preliminary Engineering Report to Treatment Plant Staff and Engineering Group for a review of all conceptual designs and receive guidance for progress towards the final design.

(6) LFUCG will respond in writing to the Preliminary Engineering Report, providing authorization for work under Task 3.

(7) Preliminary Engineering Report will be finalized to document final decisions.

C. Task 3: Detailed Design

(1) Conduct detailed design progress meetings at 25%, 50%, 90% and 100% completion. The dates for these progress meetings will be decided on during the first pre-design meeting. Progress reports and drawings will be submitted one week before the Lexington-Fayette Urban County Government review and comment. (3 copies)

(2) Conduct and present any related design calculations to support the new equipment/process.

(3) Furnish detailed cost estimates for probable cost and revise the 20-year life cycle and present worth analysis for the 50% review and the final design.

(4) Update project schedules at 25%, 50% and 90%.

D. Task 4: Bidding Services

(1) Prepare final plans and specifications ready for bidding. Plans and specifications are to be provided in both hard copy and standard electronic format compatible with Lexington-Fayette Urban County Government equipment. The most recent plans and specifications have been submitted in PDF format. A minimum of 7 copies will be required.

(2) Coordinate and submit plans, specifications, and permit application to the Kentucky Division of Water for the purposes of receiving a construction permit.

(3) Provide customary bidding services including preparation of advertisement, conducting pre-bid meeting, issuing required addenda, evaluating bids and providing a recommendation of award.

E. Task 5: Construction Administration Services

(1) Track, review, and approve all shop drawings.

(2) Track change orders, review requests, recommendation comments, and prepare the paperwork to be submitted to council.

(3) Track and answer all Request for Information (RFIs)

(4) Coordinate and lead monthly construction progress meetings.

(5) Conduct construction inspections and submit weekly reports once construction begins. Please submit estimated hours per week, total hours included for inspections and the hourly rate with your detailed cost estimate

(6) Take before and after photos of all stages of construction.

(7) Review and approve contractor's monthly payment applications.

(8) Attend and maintain test reports for all equipment start-up for the project.

(9) Coordinate final inspection of completed work and prepare the final punch list.

(10) Transfer field notes from the contractor's drawings and submit final as-built drawings to the owner.

NOTE: This outline is not intended to be all-inclusive but is intended to be a guide for prospective firms as to the general expectations of the Owner. The Lexington-Fayette Urban County Government will not compensate firms for the cost of proposal preparation.

F. Task 6: State Revolving Fund (SRF) Program Paperwork

A line has been added but will not be included in the total. Please show the cost necessary to manage the SRF Program Paperwork if an SRF Loan is granted. Base the cost on the SRF Loan Conditions Checklist provided in Appendix E.

3. Detailed Cost Estimates

The CONSULTANT shall prepare a detailed cost estimate for this proposal based on the Tasks defined in this Request for Proposal. The estimate shall show a preliminary schedule estimating the time necessary to complete the Tasks outlined with a unit price associated. The intent of this proposal is to show the number of hours associated with a lump sum fee for the ASH Tanks Blower Improvements Project. If your firm has additional

Tasks that would be recommended show the new Tasks as separate line items with the scope well defined.

4. Proposal Content

The proposal will contain the following components.

A. Cover Letter

B. Scope/fee (Detailed Cost Estimate) – No more than 8 pages. ***The attached Fee Schedule completed with your estimated cost will be the last page in this section.***

C. Estimated Schedule – No more than 4 pages.

D. Project Team with **One-Page** Resumes (Do not submit resumes for individuals contributing less than 10% of total man hours allocated)

E. A list of 5 similar projects with owner contact information. This section shall be no more than 5 pages total.

5. Schedule and Completion

The proposed timeline for completion of the Scope of Services outlined in the proposal is as follows:

ASH Tanks Blower Improvements Project

Award Design Contract	June	2025
Final PER	September	2025
Meeting to Review Final Design – 90% Completion	December	2025
Bid Opening	February	2026
Award of GC Contract	March	2026
RMP Construction Completion	December	2026

The CONSULTANT shall coordinate the exact time and location of all meetings with the Plant Engineering Manager, Division of Water Quality.

NOTE: Schedule may be adjusted based on final negotiations. When submitting the schedule with your proposals please indicate if your firm could complete this project any sooner than the estimated time above. If your experience indicates a shorter construction period based on shorter equipment lead times, the design period can be adjusted.

6. Method of Invoice and Payment

The CONSULTANT shall submit invoices monthly for basic services or work rendered, based upon the CONSULTANT'S estimate of the portion of the total services actually

completed during the billing cycle. Each invoice shall be accompanied by a breakdown of hours attributed to each task for both the billing cycle and the cumulative project period. Also include the percent Disadvantaged Business Enterprise (DBE) cost with each monthly invoice.
The Director of Water Quality or his designee shall respond to the invoice within thirty days of receipt, either denying or approving payment. Specific project time sheets and other payroll information may be subject to reviews and audits by the Lexington-Fayette Urban County Government.

7. Miscellaneous

All plans, specifications and accompanying documents are subject to review by the Lexington-Fayette Urban County Government's Division of Water Quality, Division of Engineering, Division of Risk Management and Division of Building Inspection. The CONSULTANT shall be responsible for incorporating the comments and requirements of the divisions into all documents.

Investigation/Design Services for West Hickman WWTP
Aerated Sludge Holding (ASH) Tanks Blower Improvements Project

Fee Schedule

(For a description of task refer to Section 2 of the RFP)

Section 2

Scope of Work: ASH Tanks Blower Improvements Project

A. Task 1: Existing Process Performance Review

Cost Task 1: _____

B. Task 2: Develop Equipment/Process Replacement Concepts

Cost Task 2: _____

C. Task 3: Detailed Design

Cost Task 3: _____

D. Task 4: Bidding Services

Cost Task 4: _____

E. Task 5: Construction Administration Services

Cost Task 5: _____

Details for Task 5.5 - The total cost should be included in Cost Task 5. Please provide the following breakdown. Estimated Weekly Inspection Hrs/Estimated Total Inspection Hrs/Hourly Rate.

_____ / _____ / _____

Section 2 Total Cost: _____

E. Task 6: SRF Loan Conditions Checklist

Cost Task 6: _____

APPENDIX A

Aerated Sludge Holding Tanks O&M (2000)

CHAPTER 9

AERATED SLUDGE HOLDING TANKS

CHAPTER 9

AERATED SLUDGE HOLDING TANKS

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EXHIBIT

8 - Site Piping Plan	9-4

CHAPTER 9

AERATED SLUDGE HOLDING TANKS

PURPOSE:

The purpose of the Aerated Sludge Holding Tanks (ASHT's) Is to provide storage, aeration and compaction of the waste activated sludge (WAS) prior to dewatering. There are several operational schemes that are provided using the ASHT's, these schemes are discussed in the operational procedures of this Chapter.

MAJOR COMPONENT DESCRIPTION

There are four aerated sludge holding tanks, one large and three small. Each tank has fine bubble diffusers located in the tanks floor.

There are two 150 hp blowers dedicated to the large ASHT each blower is capable of 1206 SCFM each at 14.7 psi. The three smaller ASHT's have four 60 hp blowers capable of 471 SCFM each at 14.7 psi. There is also a connected line that allows the use of the large blowers for the small ASHT's or the small blowers for the large ASHT's.

Each ASHT has an 6" telescope valve for transferring solids or decanting supernatant. Two 30 hp transfer pumps rated at 400 gpm at 9- ft/ TDH are also available for transferring the contents of the ASHT's from one to the other. There is also numerous valves and lines that provide transferring the contents from one ASHT to the other.

Drain valves are provided on each ASHT for draining the contents either to the head of WWTP, to another ASHT or to the gravity thickener.

Thickened sludge pumps are provided to pump either from the ASHT's or gravity thickeners to the belt filter presses. There are four thickened sludge pumps rated at 34 gpm to 138 gpm at 217 psi or 72.5 psi respectively.

The thickened sludge pumps have variable frequency drives and are controlled form the belt filter press control panel. This allows the operator to select the desired flow rate. Thickened sludge pumps one through three are dedicated to their respective belt filter presses while number four is a standby, capable to pumping to any press.

There are also included in the basement of the respective ASHT's a recirculation pumping system. All of the ASHT's can be recirculated except No. 4.

OPERATIONS

There are numerous schemes of operation of the ASHT's:

1. Waste Directly to the Large ASHT and set valves so flow overflows to smaller ASHT's in series. The final ASHT would be used for decanting the clear liquid and solids compaction prior to the dewatering at the belt filter presses.
2. Waste directly to the large ASHT and batch transfer by alternating between ASHT's No. 2 and No. 3; decanting from those tanks and then transferring compacted solids to ASHT No. 4 for dewatering via the belt filter presses.
3. Waste to the gravity thickeners then to the ASHT directly to the belt filter presses.
4. Waste to the ASHT then to the gravity thickeners and back to an ASHT for compaction prior to dewatering via the belt filter presses.

The operator must choose the scheme of operation based on conditioning of the waste solids the most efficient and odor free way possible.

Waste sent directly to the ASHT's must be monitored for alkalinity, freshness, dissolved oxygen and odors. Decanting and batch wasting requires considerable operator awareness and time.

The operator must also be aware of the closeness of the neighbors and take whatever steps necessary to prevent objectionable odors and foam that may be blown by winds.

Each ASHT has fine bubble air diffusers and blowers for mixing and some dissolver air addition. The blower capacity is not designed for aerobic digestion and must be utilized to keep the solids fresh.

The ASHT's can be operated in the schemes previously mentioned or any combination the operator chooses. One must remember that the ASHT's purpose is for storage and or compaction prior to dewatering.

AERATED SLUDGE HOLDING TANKS

No. 1

Dimensions	
Diameter (ft.)	80
Sidewater Depth (ft.)	30
Diffuser (9")	812
Volume Cubic Feet	150,720
Gallons	1.13 mg
Gallons Per Foot Depth	37,680

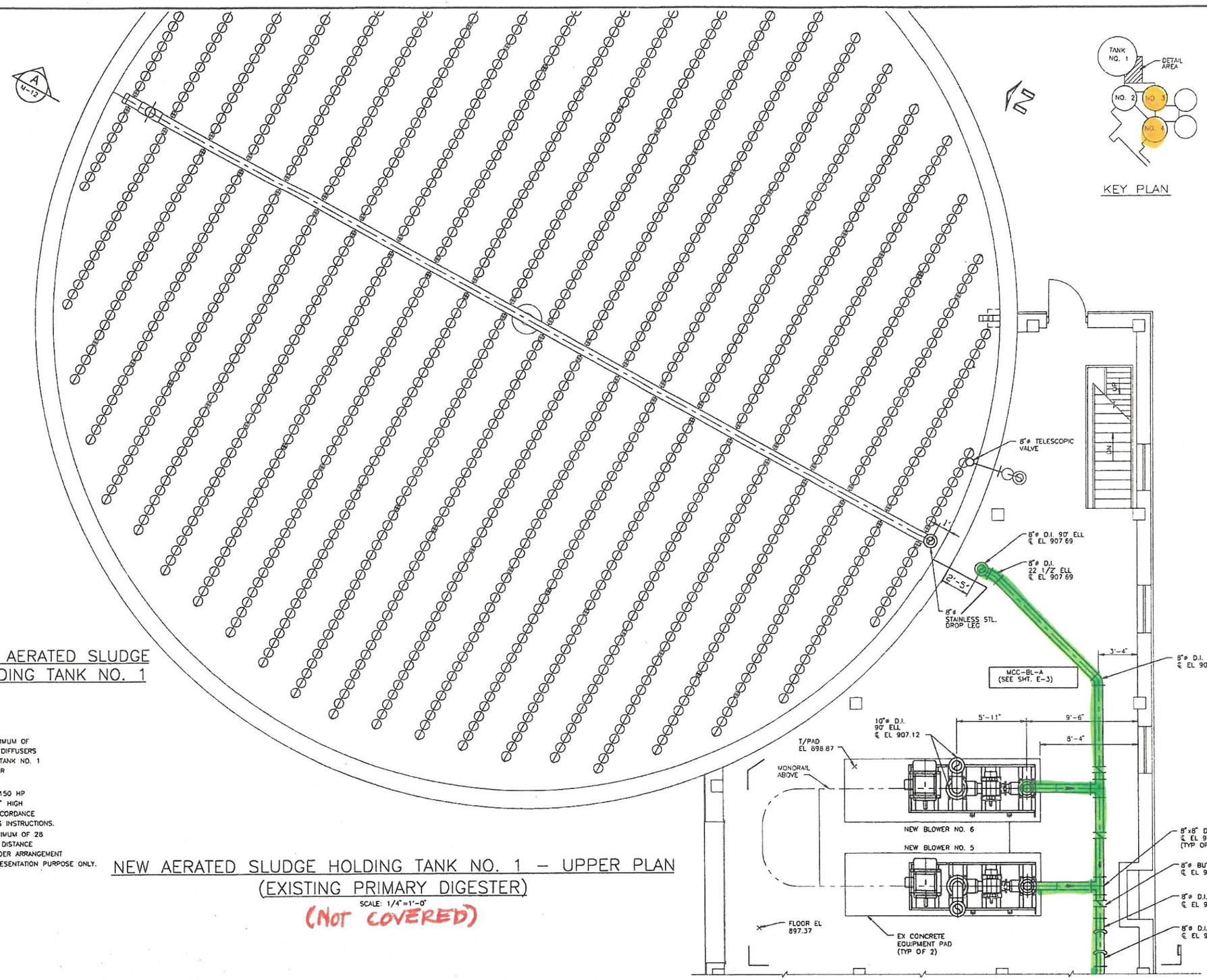
No. 2 , 3 and 4

Dimensions	
Diameter (ft.)	50 ft.
Sidewater Depth (ft.)	32.3 ft.
Diffuser (9")	312 Each
Volume Cubic Feet	63,448 c.f.
Gallons	.476 mg
Gallons Per Foot Depth	14,719 gals.
Total Storage All	2.558 mg

APPENDIX B

DRAWINGS

Contract No. 1 – Aerated Sludge Holding Tanks	Sheet M-10
Contract No. 1 – Aerated Sludge Holding Tanks	Sheet M-11



80'ø AERATED SLUDGE HOLDING TANK NO. 1

NOTES:

- CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND ELEVATIONS PRIOR TO CONSTRUCTION.
- CONTRACTOR SHALL INSTALL A MINIMUM OF 812 FINE BUBBLE 9"ø MEMBRANE DIFFUSERS INSIDE AERATED SLUDGE HOLDING TANK NO. 1 IN ACCORDANCE WITH THE DIFFUSER MANUFACTURER'S INSTRUCTIONS.
- CONTRACTOR SHALL INSTALL NEW 150 HP BLOWERS ON TOP OF EXISTING 18" HIGH CONCRETE EQUIPMENT PADS IN ACCORDANCE WITH THE BLOWER MANUFACTURERS INSTRUCTIONS.
- CONTRACTOR SHALL INSTALL A MINIMUM OF 28 HEADERS WITH A 2'-10" ℄ TO ℄ DISTANCE BETWEEN. PLEASE NOTE THAT HEADER ARRANGEMENT SHOWN ON DRAWING IS FOR REPRESENTATION PURPOSE ONLY.

NEW AERATED SLUDGE HOLDING TANK NO. 1 – UPPER PLAN (EXISTING PRIMARY DIGESTER)

SCALE: 1/4"=1'-0"

(NOT COVERED)

0510M10 1/26/99 1/4"=1'

RECORD DRAWING

THE CHANGES MADE TO THIS DRAWING ARE FROM INFORMATION SUPPLIED DURING CONSTRUCTION

P.D.R./AFFIRUS THAT ALL INFORMATION RECEIVED IS CORRECTLY DEPICTED ON THIS DRAWING.

BY: _____ DATE: 5/6/2001

REVIEWED BY: Paul Lambert DATE: 5/6/2001

PDR Engineers, Inc.

Lexington•Cincinnati•Louisville•Memphis•Huntsville•Owensboro•Indianapolis

800 Corporate Dr. • Lexington, Kentucky 40503 • (606) 223-8000

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
WEST HICKMAN WWTP IMPROVEMENTS
CONTRACT NO. 1 – AERATED SLUDGE HOLDING TANKS
LEXINGTON, KENTUCKY

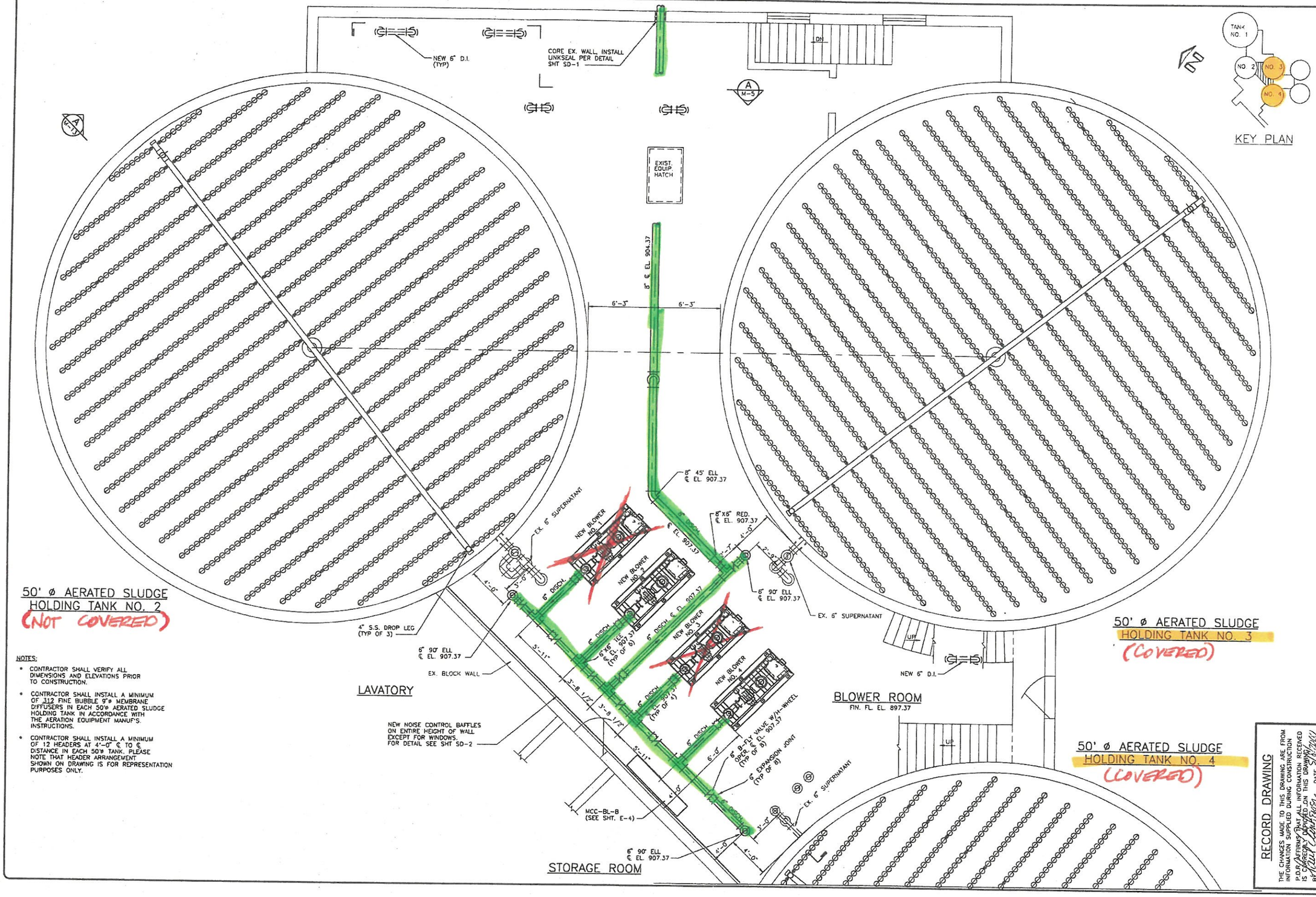
EXISTING DIGESTER MODIFICATIONS
UPPER PLAN – IMPROVEMENTS

SCALE: 1/4"=1'-0"
JOB No.: 98263
DESIGNED BY: MLL
DETAILED BY: JLR
CHECKED BY:
DATE: JAN, 1999

COPYRIGHT © 1998 PDR ENGINEERS, INC.

REVISIONS:

SHEET: M-10 OF 20



NOTES:

- CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND ELEVATIONS PRIOR TO CONSTRUCTION.
- CONTRACTOR SHALL INSTALL A MINIMUM OF 312 FINE BUBBLE 9"ø MEMBRANE DIFFUSERS IN EACH 50'ø AERATED SLUDGE HOLDING TANK IN ACCORDANCE WITH THE AERATION EQUIPMENT MANUF'S. INSTRUCTIONS.
- CONTRACTOR SHALL INSTALL A MINIMUM OF 12 HEADERS AT 4'-0" ℄ TO ℄ DISTANCE IN EACH 50'ø TANK. PLEASE NOTE THAT HEADER ARRANGEMENT SHOWN ON DRAWING IS FOR REPRESENTATION PURPOSES ONLY.

RECORD DRAWING
THE CHANGES MADE TO THIS DRAWING ARE FROM INFORMATION SUPPLIED DURING CONSTRUCTION
P.D.R. AFFIRMS THAT ALL INFORMATION RECEIVED IS CORRECTLY DEPICTED ON THIS DRAWING
BY Paul Lawless DATE 3/16/00
REVIEWED BY Paul Lawless DATE 3/17/2000

PDR Engineers, Inc.
Lexington•Cincinnati•Louisville•Memphis•Huntsville•Owensboro•Indianapolis
800 Corporate Dr. • Lexington, Kentucky 40503 • (606) 223-8000

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
WEST HICKMAN WWTP IMPROVEMENTS - CONTRACT NO. 1
AERATED SLUDGE HOLDING TANKS/ODOR CONTROL SYSTEMS
LEXINGTON, KENTUCKY

EXISTING DIGESTERS MODIFICATIONS PLAN - IMPROVEMENTS

SCALE:	1/4"=1'-0"
JOB No.:	98263
DESIGNED BY:	MLL
DETAILED BY:	JLR
CHECKED BY:	
DATE:	JAN, 1999

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REVISIONS.

SHEET: M-11 OF 20

0510M11 1/26/99 1/4"=1'

APPENDIX C

Specifications – 1999 Project

Section 11372 Aeration Blowers
Section 11376 Air Diffuser Systems

SECTION 11372

AERATION BLOWERS

PART 1 - GENERAL

1.01 WORK INCLUDED

A. Furnish and install all rotary positive displacement blowers as described herein and as shown on the Drawings. Installation shall include all piping, electrical and controls required for the complete system.

B. Mechanical systems for the work herein specified include:

1. Pipe and pipe fittings.
2. Insulation.
3. Supports, anchors and seals.
4. Concrete grouting.
5. Instrumentation.
6. Controls.
7. Electrical.
8. Adjustment and start-up.

1.02 RELATED WORK

A. Section 02610 - Process Pipe and Fittings.

B. Section 02640 - Valves.

C. Section 16050 - General Electrical Provisions.

D. Section 16150 - Motors.

1.03 DESCRIPTION OF SYSTEM

The blowers shall be of the straight, two lobe involute, rotary positive displacement design, Roots Division, Dresser Industries, Inc., or equal. The blowers shall be designed to operate continuously without overheating or overloading the motor at any discharge pressure up to an including relief valve set pressure, as specified.

A. Blowers for 50' diameter sludge holding tanks:

Model No.: 409 RAM-J
Blower Quantity: 4
Flow rate: 471 SCFM (measured at 14.7 PSIA, 68 F, and 35% R.H.)

Inlet volume: 541 ACFM (measured at blower inlet flange)
Barometric pressure: 14.2 PSIA (900 ft. elevation)
Inlet pressure: 14.02 PSIA @ blower inlet flange
Inlet temperature: 95°F
Relative humidity: 85%
Discharge pressure: 29.32 PSIA (measured at blower discharge flange)
Maximum design capability of blower: 18 PSIG
Maximum blower speed: 3000 RPM
Maximum gear tip speed: 3450 FPM
Maximum power consumption: 52 BHP @ blower shaft ±4%
Motor: 60 HP, 460 volts, 60 Hz, 3 phase

B. Blowers for 80' diameter sludge holding tank:

Model No. 715 RCS-J
Blower Quantity: 2
Flow rate: 1206 SCFM (measured at 14.7 PSIA, 68 F, and 35% R.H.)
Inlet volume: 1436 FM (measured at blower inlet flange)
Barometric pressure: 14.2 PSIA (900 ft. elevation)
Inlet pressure: 14.02 PSIA @ blower inlet flange
Inlet temperature: 95°F
Relative humidity: 85%
Discharge pressure: 28.45 PSIA (measured at blower discharge flange)
Maximum design capability of blower: 15 PSIG
Maximum blower speed: 1950 RPM
Maximum gear tip speed: 3570 FPM
Maximum power consumption: 132 BHP @ blower shaft ±4%
Motor: 150 HP, 460 volts, 60 Hz, 3 phase

The actual inlet CFM design rating shall be guaranteed with and allowable tolerance of ±4%.

1.04 SUBMITTAL

A. Submit to the Engineer in accordance with Section 01300 for shop drawings, installation drawings, foundation and setting plans, schematics and wiring diagrams, detailed dimensions drawings and materials of construction for each equipment item being furnished.

B. Submit the following pertinent operating data for the low pressure air supply equipment:

1. Blower data, including performance curves indicating the blower flow capacity and horsepower requirements throughout the range of operation.

2. Motors:

   a. Manufacturer
   b. Enclosure
   c. HP, RPM, Volts, Hz, Phase
   d. Service factor
   e. Insulation
   f. Temperature rise rating
   g. Efficiency and power factor rating full load, 3/4 and ½ load

3. Drive data.

4. Inlet filter units and silencers.

5. Valves, including check valves, relief valves and isolation valves, as applicable.

6. Statement signed by an officer of the blower manufacturer that the supplier of the equipment is an authorized representative of the blower manufacturer schooled and experienced in the design and fabrication of their blower packages. there shall be a statement that the supplier of the equipment will stock parts and be able to service the blowers supplied within a 100-mile radius of the plant.

C. Installation, operation and maintenance manuals shall be submitted in accordance with Section 01300.

D. Complete information regarding the factory applied painting system to be used.

1.05 SPECIAL TOOLS AND SPARE PARTS

A. Any special tools required to perform routine maintenance functions, such as replacement of gears and bearings, shall be furnished with the blowers.

B. The following spare parts, as applicable, shall be furnished with the equipment:

1. One (1) complete set of gaskets, seals, o-rings and bearings for each blower.

2. One (1) complete set of V-belts of each size for each blower.

3. One (1) complete set of filter elements for each inlet filter.

PART 2 - PRODUCTS

2.01 GENERAL

A. All equipment shall be designed and proportioned to have liberal strength, stability and stiffness and shall be especially adapted for the intended service. Ample room and facilities shall be provided for inspection, repairs and adjustments.

B. Blower bases shall be rigidly and accurately anchored into position. All equipment base anchor bolts, nuts and washers shall be furnished by the blower manufacturer and installed by the Contractor.

C. The blower manufacturer shall furnish the drive motors and factory mount and align the motor, drive and blower on a common base of cast iron or steel fabrication.

D. Nameplates stating the manufacturer, serial number and design operating characteristics shall be rigidly attached to each major piece of equipment.

E. The blower shall be shipped with openings sealed after injection of rust inhibiting powder and shall include ten (1) copies of instruction manuals and parts lists.

F. The Contractor shall furnish and install all interconnecting piping and wiring, gaskets, bolts, nuts, washers and anchor bolts for auxiliary equipment to complete the system as shown on the Drawings and specified herein.

2.02 BLOWERS

A. The air blowers shall be of the rotary positive displacement type as described in Paragraph 1.03 and be constructed with inlet and discharge connections as shown on the Drawings.

B. The blower case shall be of one piece construction with separate headplates and shall be made of close-grained cast iron suitably ribbed to prevent distortion under the specified operating conditions.

C. The impellers and shafts shall be made from a common ductile iron casting with a tensile strength of at least 60,000 psi and shall operate without ribbing or liquid meals or lubrication. The impellers shall be statically and dynamically balanced by removing metal from the impeller body.

D. The impellers shall be timed by a pair of accurately machined steel gears. The wide faced spur gears shall be carburized and ground and manufactured to AGMA standards and operate in an oil bath. The gears shall be mounted on the impeller shafts on a tapered fit and secured by locknuts.

E. Each impeller and shaft assembly shall be supported by cylindrical roller bearings sized for a design B-10 bearing life of over 50,000 hours. The drive end bearings shall be fixed axially to control the axial location of the impeller assembly in the unit. The drive end bearings and the gear end bearings shall be splash lubricated from oil reservoir on each end.

F. A double sealing arrangement shall be provided to prevent lubricant from contaminating the air stream. Each bearing shall be provided with a positive lip type oil seal designed to prevent lubricant from entering the air stream and a rotary piston ring seal designed to reduce air leakage at the point where the shaft extends through the headplate of the blower casing. Further provision shall be made to vent the area between the two sealing systems to atmosphere to relieve excessive pressure on the seals.

2.03 MOTORS AND DRIVES

A. Each blower shall be driven by a horizontal, constant speed, NEMA design B, 1750 RPM motor. Motor horsepower shall be as specified in Paragraph 1.03; however, the motors shall be sized so they will not be overloaded nor have their service factor reduced when the blower is operating at the maximum design speed and differential pressure. The motor enclosure design shall be TEFC and the motor shall have a service factor rating of 1.15. Motor shall meet or exceed the requirements of Section 16150.

B. The motor shall be direct connected to the blower with a Falk Steelflex, or equal, drive coupling or shall drive the blower through heavy duty multiple V-belts. Motor bases shall incorporate a means to easily adjust belt tension. Drive guards shall be provided in accordance with OSHA.

C. Each motor shall be supplied with an extra stainless steel nameplate to be turned over to the electrical contractor. These nameplates will be epoxied on the inside of each starter bucket.

2.04 BLOWER ACCESSORY EQUIPMENT

A. Each blower shall be provided with anchor bolts, inlet filter, inlet silencer, inlet and discharge expansion joints, discharge silencer, combination pressure relief and unloading valve or spring type pressure relief valve, check valve, thermometer and other accessories as shown on the Drawings.

B. Inlet filters shall be of the dry element type having a washable filter media complete with weather hood. Efficiency shall be 90% or better on 10 micron material. The filter shall be sized to pass 100% of the blower flow with a pressure drop not to exceed 3 inches of W.C. for a clean filter. (NOTE: Size air filter for minimum of maintenance/replacement with greater than 60 days of continuous service without maintenance. The size of the air filter is the entire responsibility of the Blower Manufacturer.)

C. Inlet silencers shall be of the chamber-absorptive type with top inlet and side outlet connection to match the blower connection as shown on the Drawings, with capacity not less than 541 CFM (409 RAM-J Blower), and 1436 CFM (715 RCS-J Blower). The silencer shall be sized for 100% of the blower flow with a pressure drop not to exceed 5.5 inches of W.C. The silencer shall be provided with supporting legs, shall be all welded steel construction and shall be Model No. RISY-5 (409 RAM-J), and RIS-8 (715 RCS-J) manufactured by Universal, or equal.

D. Discharge silencers shall be of the chamber-absorptive type with side inlet and top discharge and connection sized as shown on the Drawings. The silencer shall be sized such that a pressure drop of 5.5 inches W.C. will not be exceeded at the specified blower operation conditions. The silencer shall be provided with supporting legs, shall be all welded steel construction, and shall be Model No. SDY-5 (409 RAM-J), and SDY-8 (715 RCS-J) as manufactured by Universal, or equal.

E. Expansion joints or flexible connectors shall be provided at the inlet and discharge of the blower. The joints shall be of the single arch style and designed for the maximum temperature, pressure and vibration that may result from operation of the system. The joint shall be sized to match the blower connections. A control unit shall be provided to limit the axial movement of the discharge expansion joint.

F. A combination relief and unloading valve shall be provided in the blower discharge piping. The valve shall be pilot operated by blower line pressure and shall have no accumulation. The valve shall have an aluminum body and stainless steel tubing. The elastomers shall be suitable for intended service. A solenoid valve shall be provided and mounted on the valve for automatic unloading. A backflow preventer device shall be provided where necessary. In applications where unloading valves are not required, a spring type pressure relief valve may be used. The valve shall be sized by the blower manufacturer to relieve the entire discharge flow without overloading the blower.

G. Local thermometers for indicating the discharge air temperatures and bearing temperatures. The case shall be of phenolic or aluminum with white laminated plastic dial. The unit shall have a 4-1/2" dial with a range of approximately 50 to 500° F. for air and shall have appropriate range for the bearings and shall have a accuracy of at least 1 percent of scale range.

H. The blower discharge pressure shall be measured by a wall mounted manometer. They shall be the direct reading, wall type using mercury and shall be graduated in pounds and tenths of pounds; range shall be 0 to 20 psi. Wetted parts shall be of semi-steel. Scales shall be adjustable. The units shall be sealed from moisture. Suitable drain, fill, vent plugs and 1/4 inch pressure connection shall be included. The manometer shall be as manufactured by Meriam Instrument Company, or equal.

I. A wafer type check valve shall be installed in the blower discharge piping, downstream of the silencer and relief valve. The check valve shall have a cast-iron body, stainless steel pin and spring and two-semi-circular cast-iron or aluminum pates. The seat material shall be either Viton or Silicone for high temperature operations.

PART 3 - EXECUTION

3.01 INSTALLATION

A. The blowers and accessories shall be in accordance with the approved shop drawings and the manufacturer's instructions.

B. Each blower shall be shipped with openings sealed after injection of rust inhibiting powder.

C. Installation shall include the furnishing and installation of all supports and bracing as required to support the blowers, silencers and piping and to prevent any excessive vibration or movement which may be harmful to the equipment.

D. Each blower shall be given a factory mechanical test to ensure mechanical integrity. All adjustments required for smooth operation and reliability shall be made prior to shipment.

E. An authorized factory representative shall inspect the complete air blower system and provide a written certification that the equipment has been properly installed and aligned.

F. Each blower shall be equipped with its individual air intake filter assembly. Air filters shall be capable of allowing greater than 60 days of continuous operation without maintenance and without causing excessive blower heat (due to lack of air flow).

3.02 PAINTING

A. The blowers and accessories shall receive a factory applied coating in accordance with the manufacturer's standard.

B. Field painting shall be performed by the Contractor and is described in Section 09900.

3.03 MANUFACTURER'S SERVICE

A. The equipment manufacturer shall supply and verify the installation of the equipment included in this work.

B. Tests:

1. Each blower shall be given a factory mechanical test to assure mechanical integrity and a slip test to confirm capacity. If the tests indicate that adjustments are necessary to ensure conformance to the manufacturer's standards, such adjustments shall be made prior to shipment.

2. Successful performance, as indicated by this test, shall be considered as the basis for acceptance by the Engineer. Certified copies of the test results shall be submitted to the Engineer.

C. The blowers and accessories shall be a complete package by the blower manufacturer's authorized supplier who has provided systems on a minimum of 10 similar projects, the same size or larger than those specified herein, that have been in successful operation of wastewater treatment plants for a minimum of 5 years.

3.04 TECHNICAL ASSISTANCE

The Contractor shall furnish the services of an experienced and qualified manufacturer's technician to supervise the installation, start-up and calibration of the equipment specified in this Section.

3.05 FIELD TESTING

Each blower with its valving and accessories shall be field tested to show that they comply with these specifications. The verification shall include:

A. Blower speed.

B. Proper operation of check valves, butterfly valves and pressure relief valves.

C. Proper operation of all gages and sensors.

D. Proper operation of controls.

3.06 WARRANTY

The blowers and all associated equipment shall be warranted for one (1) year after acceptance by the ENGINEER.

- END OF SECTION -

SECTION 11376

AIR DIFFUSER SYSTEMS

PART 1 - GENERAL

1.01 SCOPE OF WORK

A. Furnish, install and test aeration piping and fine bubble diffuser systems, including air mains, drop pipes, valves, expansion joints, couplings, diffusers, supports and appurtenances necessary to make the aeration systems complete and operable as indicated on the Drawings and herein specified. Diffuser systems shall be provided in the three (3) 50' diameter sludge holding tanks, and one (1) 80' diameter sludge holding tank at the West Hickman Wastewater Treatment Plant.

B. Pipe diameters shall be as shown on the Drawings. Smaller pipe diameters will not be permitted.

1.02 RELATED WORK

A. Special requirements for equipment are included in Sections 01300 and 01730.

B. Mechanical piping, valves, pipe hangers and supports are included in the respective Sections of Divisions 2 and 15.

1.03 QUALIFICATIONS

The equipment covered by these specifications shall be obtained from a single manufacturer. The equipment covered by these specifications are intended to be standard aeration equipment of proven ability as manufactured by a reputable manufacturer having significant experience in the production of diffuser aeration systems. The equipment furnished shall be designed, constructed, and installed in accordance with the best practice and methods and shall operate satisfactorily when installed. The aeration equipment shall be as manufactured by Sanitaire Water Pollution Control Corp. The diffusers shall be "Silver Series" as manufactured by Sanitaire.

1.04 SUBMITTALS

A. Copies of all materials required to establish compliance with the Specifications shall be submitted in accordance with Section 01300. Submittals shall include at least the following:

1. Literature and drawings describing the equipment in sufficient details, including parts list and materials and details of construction, to indicate full compliance with the detail Specifications.

2. Certified dimensional drawings of each item of equipment auxiliary apparatus to be furnished.

3. Certified foundation and anchor bolt plans and details.

4. Bolts and nuts materials and dimensions.

5. A sample diffuser.

B. The Contractor shall submit the following information from the air diffuser supplier to the Engineer for approval.

1. Structural calculations showing that the new diffuser connections, new header and drop pipe assembly are capable of withstanding all forces exerted upon them in operation.

2. Certified diffuser performance tests as specified herein.

3. A one year warranty on all materials supplied to cover material defects and diffuser performance. The warranty shall include the costs of replacing any defective materials and diffusers with new ones including labor. The warranty period shall begin after acceptance of the system by the Engineer.

4. For manufacturer's not listed, a reference list of similar installations shall be supplied with equipment submittal. This list shall include names, telephone number and application. A minimum of five installation shall be provided. The diffusers shall be proven to provide reliable, trouble-free performance in wastewater.

1.05 OPERATING INSTRUCTIONS

A. Operating and maintenance instructions shall be furnished to the Engineer as provided for in Section 01730.

B. A factory representative who has complete knowledge of proper operation and maintenance of the diffuser systems shall be provided for one (1) day to instruct representatives of the Owner on proper operation and maintenance.

1.06 TOOLS AND SPARE PARTS

A. The required spare parts for the diffuser assembles shall be those as recommended by the manufacturer and shall include, as minimum, all special tools required for normal operation and maintenance including one (1) retaining ring spanner wrench, and spare diffuser membranes the amount of which shall be equal to 5% of the total number installed.

B. All spare parts shall be packed in containers which are clearly identified with indelible markings on containers.

PART 2 - PRODUCTS

2.01 PERFORMANCE

Diffuser performance data shall be submitted to the Engineer as defined in Part 3.02 of this section.

2.02 STAINLESS STEEL MATERIALS AND FABRICATION

A. Fabricate all welded parts and assemblies from sheets and plates of 304L stainless steel. Fabricate non-welded parts and pieces from sheets and plates of 304 stainless steel.

B. Pickle all stainless steel assemblies and parts after welding, fabrication and wire brushing by complete immersion in an acid solution as specified in ASTM A380-88, Section 6.2.11. The acid shall be a nitric-hydrofluoric solution as defined in Table A2.1., Annex A2 of ASTM A380. Provide a final rinse using

ordinary industrial or potable water and dry in conformance with Section 8.3 of ASTM A380. Corrosion protection techniques not employing full immersion methods will not be acceptable.

C. Do all welding in the factory using MIG, TIG or plasma-arc welding inert gas processes. Field welding will NOT be permitted.

2.03 CPVC MATERIALS AND FABRICATION

A. Produce all CPVC pipe and fittings from CPVC compound with a minimum tensile strength of 7000 PSI.

B. Provide lower drop pipes and manifolds of the diameter shown on the drawings with a minimum Schedule 40 wall for 6" and larger sizes and SDR 33.5 for 4" diameter sizes. Schedule 40 material shall comply with ASTM specification D1784, D1785 and D2466. SDR material shall comply with ASTM D3915 and D3034.

C. Provide 4" diameter distribution headers as shown on the drawings with a maximum outside diameter to wall thickness ratio of SDR 33.5. SDR material shall comply with ASTM specifications D3915 and D3034.

D. Add two parts by weight of titanium dioxide per 100 parts of resin to CPVC compounds for air distribution headers, diffuser element holders and retainer rings to minimize ultraviolet light degradation.

E. Factory solvent weld all CPVC joints. Field solvent welding will NOT be permitted.

2.04 MEMBRANE MATERIALS AND FABRICATION

A. Manufacture circular membrane diffuser discs of EPDM synthetic rubber compound with precision die formed slits. Thermoplastic materials such as plasticized PVC or polyurethane will NOT be acceptable.

B. Diffuser shall be a one-piece compression molded part with a minimum thickness of 0.080" for nominal 9-inch diameter unit. This part thickness shall limit the maximum tensile stress of the rubber membrane to 10 psi when operating at 2.4 SCFM per square foot of membrane media. Larger disc diffusers shall be proportionately thicker to limit the maximum tensile stress at the specified air rate.

C. The EPDM rubber compound shall have the following minimum characteristics:

	VALUE/UNITS	ASTM
Base Polymer	EPDM	
UV Resistance	Carbon Black	
Specific Gravity	1.25 or Less	
Ozone Resistance	Pass	D1171
Durometer, Shore A: 2240	60 Point ±5	
Tensile Strength	1450 psi	D412
Elongation at Break	500%	D412
Accelerated Aging Max. Compression Set		
@ 23°C, 22 hrs.	20%	D573
@ 70°C, 22 hrs.	40%	

D. Furnish diffuser membranes with uniform distribution of air bubble release across the active surface of the diffuser element when submerged in water. Manufacture membrane discs with integral sealing gasket.

E. Furnish diffuser membranes to meet or exceed the following criteria:

1. Membrane shall collapse and seal when aeration system air is turned off.

2. Membrane shall be able to collapse onto support base when air is not being diffused.

2.05 MEMBRANE AERATION SYSTEM EQUIPMENT COMPONENTS

A. Provide a 304L stainless steel and CPVC drop pipe from air main connection to a point approximately 3' above the manifold.

B. Provide CPVC manifolds as shown on the drawings perpendicular to the air distribution headers. Support manifold with a minimum of two stainless steel supports. Maximum spacing between supports shall not exceed 8'. Design manifold, connections and supports to resist thrust generated by expansion or contraction of the air distribution headers. Furnish manifolds for long-term exposure to 130°F mean-wall temperatures. Fabricate manifolds with 4" diameter fixed joint connection to each air distribution header.

C. Provide 4" diameter SDR 33.5 CPVC air distribution headers as shown on the drawings perpendicular to the air manifold

1. Join sections of distribution headers with positive fixed threaded union or flange type joints to prevent blow apart. All underwater joints shall be positive locking type. Push on, bell in spigot or expansion type joints will NOT be acceptable.

2. Fabricate distribution headers with diffuser element holders factory solvent welded to the crown of the header. Attach diffuser element holders to distribution headers to resist a dead load of 200 lbs. applied vertically to the outer most edge of the diffuser holder.

3. Support each section of distribution header with a minimum of two supports having a maximum spacing 7.5'. Distribution header supports, or guides, shall allow longitudinal movement of the header section to prevent stress build-up in the header due to thermal expansion/contraction forces. Guide supports that clamp or grip the header will be unacceptable.

2.06 DIFFUSER ASSEMBLIES

A. Furnish diffuser assemblies consisting of a diffuser membrane with integral gasket, diffuser holder, air flow control orifice and retaining device. Diffusers utilizing ceramic or plastic type diffusion media elements will not be acceptable as alternatives to the membrane disc design. Diffusers that require a center bolt to limit membrane deflection will not be allowed.

B. Furnish CPVC diffuser element holders with an air plenum chamber blow the diffuser support plate. Provide a mechanism to attach the diffuser to the holder.

1. Element holders shall provide peripheral edge support for the membrane diffuser element.

2. Solvent weld element holders to the distribution headers in the factory to resist dead load of 200 lbs. applied vertically to the outer edge of the diffuser unit.

3. Furnish retaining device to securely hold and seal the membrane diffuser to the holder.

   a. Design diffuser assembly and retaining device to prevent air escape at the diffuser element-sealing gasket interface. Make gasket integral with diffuser membrane.

   b. Provide a method to vary the applied sealing force between the sealing gasket and membrane diffuser. Sealing method or retaining device shall generate a minimum of 50 pounds per inch of circumference of the sealing gasket to provide a long-term positive seal and prevent air escape except through the active area of the diffuser membrane.

4. Provide screw-on retainer rings with a positive o-ring seat and a minimum of 2½ complete threads for engagement. Threads shall have a minimum cross section of 1/8 inch. Alternatives utilizing a threaded nipple design for attaching diffuser to header must use stainless steel nipples and stainless steel inserts molded into the CPVC headers. Threading the diffuser directly into a hole tapped into the header shall not be allowed unless the header is a minimum of Schedule 80.

2.07 SUPPORTS

A. Manifold supports shall include manifold hold-down, guide straps, anchor bolts and supporting structure. Guide straps shall be a minimum 2" wide. Provide supports with a mechanism to provide for plus or minus 2" vertical adjustment for alignment of the manifold in the field. Supports shall be designed to allow for complete removal from the tank (less anchor bolt) to facilitate cleaning and maintenance of tank bottom.

B. Air Distribution Header Supports

1. Provide stainless steel air distribution header supports of both guide and fixed type to allow for expansion of the system. Supports shall be designed to allow for complete removal from the tank (less anchor bolt) to facilitate cleaning and maintenance of tank bottom.

2. Guide supports shall consist of a self-limiting hold down and sliding mechanism. Hold down and sliding mechanism shall provide a full circumferential 1.5" wide contoured bearing surface with chamfered leading edges to minimize binding of the air distribution header. Sliding mechanism shall provide minimum resistance to movement of the air distribution header under full buoyant up-lift load. Mechanism shall provide 1/8" clearance around header and be self-limiting if the mechanism is overtightened. Worm gear clamps shall not be utilized for attaching header pipe to supports.

3. Fixed supports shall consist of a hold down mechanism and self-limiting clamp device. Hold down mechanism and clamp shall provide a full circumferential 1.5" wide contoured bearing surface for the air distribution header. Clamping device shall positively grip the air distribution header when tight and be self-limiting to prevent overstressing the header if the clamp is overtightened. Worm gear clamps shall not be utilized for attaching header pipe to supports.

4. Provide supports with a mechanism to provide for plus or minus 1.5" vertical adjustment for alignment of the air distribution headers in the field. Adjusting and aligning mechanism shall be infinitely adjustable within its limits to allow precise leveling of the air distribution headers and diffuser assemblies to within plus or minus 1/4" of a common horizontal plane without removing the header from the support.

5. Attach supports to tank floor with one stainless steel expansion type anchor bolt designed for embedment in 3000 psi concrete. Size anchor bolts with pull-out strength, design safety factor of 4 or more.

2.08 HEADER AND MANIFOLD PIPE JOINTS

A. Provide positive type connection joints bolted of flanged or threaded union type for all submerged header and manifold joints.

B. Bell and spigot, slip on or expansion type joints shall not be utilized for submerged joints. All joints must be positive locking type.

C. Threaded union joints shall consist of a spigot section solvent welded to one end of a distribution header, a threaded socket section solvent welded to the mating distribution header, an "O" ring gasket and a threaded screw on retainer ring. Solvent welding shall be done in the factory. Flanged joints shall be of follower type with stainless steel hardware and shall have standard 125 lb. drilling.

2.09 DRAINLINE, SUMP AND AIRLIFT PURGE SYSTEM

A. Furnish one CPVC drainline, sump, airlift purge eductor line and eductor carrier column to drain the entire submerged aeration piping system for each aeration grid.

B. Construct each aeration grid with an integral drainline terminating at a sump. The sump bottom elevation shall be lower than the invert of the air distribution headers and drainline.

2.10 WORKMANSHIP AND DESIGN

A. All parts of the equipment shall be amply proportioned for long, continuous, and uninterrupted service. Provision shall be made for easy access for service or replacement of parts. Corresponding parts of multiple units shall be interchangeable. Except as otherwise specified, steel members which are not stainless steel shall have a minimum thickness of 1/4 in. and bolts a minimum diameter of ½ in.

B. Workmanship shall be first class in all respects. All welding shall be in accordance with the latest applicable codes of the American Welding Society. Welding on the submerged piping and equipment shall be completed in the factory. Field welding shall not be permitted.

C. Interior weld beads shall be smooth, evenly distributed, with an interior projection not exceeding 1/16 in. beyond the I.D. of the air header or fitting.

D. The outside weld area shall be wire brushed. Brushes shall be of stainless steel and used only on stainless steel. All discoloration and deposits left by welding shall be removed by pickling.

E. After fabrication all stainless steel assemblies and parts shall be passivated by immersion in a pickling-solution of 6 percent nitric acid and 3 percent hydrofluoric acid at 140°F for a minimum of 15

minutes. Parts shall be free of iron particles or other foreign material. A complete neutralizing operation shall be required by immersion in a trisodium phosphate rinse.

PART 3 - EXECUTION

3.01 INSTALLATION

A. The installation of the main aeration equipment shall be as specified by the equipment manufacturer and as indicated on the Drawings. All labor and materials necessary for the installation, and the necessary testing apparatus required for testing the equipment shall be furnished by the Contractor at no additional cost to the OWNER. The placing of diffusers shall not begin until the Engineer's approval has been obtained. Prior to connecting the diffusers to the headers, the Contractor shall carefully clean all piping, headers, and accessories through which air is delivered, so that all dust, dirt, oil, grease, or other foreign material will be removed from contact with the air being blown through the tubes. This cleaning shall be done with clean water at a velocity of two or three feet per second.

B. Diffusers shall be installed as shown in conformance with the recommendations of the manufacturer. Particular care shall be taken by the Contractor to ensure that all diffuser air connections on a single header are installed in a single horizontal plane within a tolerance of plus or minus 1/4 inch. Particular care shall be taken by the Contractor to ensure all distribution headers are installed in a single horizontal plane within a tolerance of plus or minus 1/4 inch. All diffusers and distribution headers found to be out of tolerance shall be reinstalled to place into tolerance by the Contractor at no additional cost to the Owner.

C. Provide the services of a competent factory representative familiar with the installation of fine bubble membrane aeration equipment as required for three (3) days to assist the Contractor in proper installation of the equipment and instruct the Owner's personnel in the equipment's operation and maintenance.

3.02 FACTORY TESTS

A. Air diffuser equipment installed shall be tested for oxygen transfer efficiency and mixing capability. The Contractor shall submit to the Engineer certified test data and calculations from the manufacturer to show what the headloss and oxygen transfer efficiencies are. The diffuser system tested must either be the equipment to be actually installed or identical equipment.

B. The Contractor shall provide any and all modifications to the equipment necessary to achieve performance standards.

C. Prior to installation, the air diffusion equipment shall be tested to demonstrate the capability of the equipment to meet the oxygen transfer requirements as specified.

1. The tests shall be conducted in general conformance with the procedures outlined in the Water Pollution Control Federation Manual of Practice No. 5 dated 1971, Section 2.4. Cobalt catalyst addition shall not be greater than 0.05 mg/l.

2. The tests shall be performed in test tanks having similar cross section as the tanks in which the equipment is to be installed. The test tank shall have a minimum length of 20 feet.

3. The aeration equipment shall be installed in the test tank in the same configuration and submergence as specified for the tanks in which it is to be installed.

4. The test tank shall be thoroughly cleaned and inspected prior to testing.

5. The tank shall be filled to the required depth with clear tap water. The test water temperature shall be maintained between 18 degrees C and 22 degrees C. Before the first test and after the last test on each batch of test water, a sample of tank water shall be withdrawn for possible water analysis.

6. A total of five tests at each transfer rate shall be conducted on the accepted diffuser arrangement.

7. In order to determine the value of saturation dissolved oxygen concentration (c*, mg/l), the tests shall be performed for a period of time not less than 4 divided by the estimated overall mass transfer coefficient (KLa, 1/hr) of the equipment being tested. Where deemed necessary by the Engineer, the tests shall be performed for period of time of up to 6 divided by KLa.

8. These tests may be conducted at the manufacturer's facility. Costs for the testing shall be included in the contract price.

9. Test data shall be analyzed by methods which are acceptable to the Engineer and are in conformance with the latest recommendations of the Subcommittee on Oxygen Transfer Standards of the American Society of Civil Engineers.

10. Prior to the shop tests, the Contractor shall submit to the Engineer the following information for review:

    a. Detail arrangement drawings for the equipment.

    b. Detail drawings of supports, connections, expansion joints, and diffuser connectors.

    c. Manufacturing specifications and tolerances for equipment.

    d. Complete head loss calculations for the equipment from the manufacturer's point of responsibility.

    e. Diffuser details.

    f. Performance guarantee for oxygen transfer and head loss.

    g. Complete description of shop test.

    h. Certified test data from previous similar tests which supports oxygen transfer claims.

11. Description of the test shall include, but NOT be limited to:

    a. Details of the test tank.

    b. Aeration equipment layout in test tank.

    c. Location and specification of all instrumentation.

d. Sampling locations and hardware specifications.

e. Sample calculations and formulae used for converting actual conditions to standard conditions.

f. Test Procedures: The average of the result of the five tests shall not be less than the guaranteed transfer rate, and each test shall be within 5.0 percent of the mean value.

All data from all tests shall be submitted as itemized herein for acceptance by the Engineer prior to fabrication of any equipment.

3.03 LEAKAGE TESTS

For each aeration system specified herein, after cleaning has been completed and the diffusers installed, clear water shall be introduced into the channels and tanks. When the diffusers are covered by about 2 in. of water, compressed air shall be admitted to the system and all piping shall be inspected for leaks and any leaks thus found shall be repaired. This test shall be repeated until the entire system is reasonably tight, to the satisfaction of the Engineer. Testing shall be done by the Contractor.

3.04 ACCEPTANCE TESTS

A. For each aeration system specified herein, after installation of the equipment and the leakage test hereinbefore specified, and after completion of the services of the manufacturer's representative and when plant influent is available, the Contractor shall operate each unit to demonstrate its ability to perform its functions satisfactorily.

B. Uniformity of diffusion shall be determined visually for each diffuser header under actual operating conditions. When the diffusers are covered to a depth of 2 ft., compressed air shall be admitted to the system. The diffusion of air from each header will be considered uniform if air is released from each diffuser in equal quantities and pattern with no undue proportion from any single diffuser.

C. All defects and defective equipment shall be corrected promptly and replaced at the expense of the Contractor. If necessary, the tests shall be repeated until satisfactory results are obtained. The cost for all testing shall be borne by the Contractor.

D. All final adjustments necessary to place the equipment in satisfactory working order shall be made at the time of the above tests.

3.05 WARRANTY

A. Warrant all parts to be free from defects in materials and workmanship for a period of one year after installation.

B. Furnish replacement parts to the Owner for any items found to be defective within the one-year warranty period.

- END OF SECTION -

APPENDIX D

PICTURES

60 HP Blowers

MCC for 60 HP Blowers

150 HP Blowers

MCC for 150 HP Blowers

APPENDIX E

SRF LOAN CONDITIONS CHECKLIST

SRF LOAN CONDITIONS CHECKLIST

Congratulations on receiving a conditional commitment of funding from the State Revolving Fund (SRF) Program. Borrowers will now be assigned a Compliance Analyst to help guide them through the rest of the loan process based on which Area Development District (ADD) they are located. Please submit all documents to one of the following contacts:

- Julie Bickers (Julie.Bickers@ky.gov, 502-892-3455): Purchase, Pennyrile, Green River, Barren River, Lake Cumberland, Big Sandy, Cumberland Valley, KY River
- Debbie Landrum (Debbie.Landrum@ky.gov, 502-892-3454): Lincoln Trail, KIPDA, Northern KY, Bluegrass, Buffalo Trace, Gateway, FIVCO

After all of the conditions of the Conditional Commitment Letter have been fulfilled, KIA will initiate the Assistance Agreement with the borrower. The Assistance Agreement must be fully executed before any funds may be disbursed. The following is a list of items needed to process your loan (forms can be found here https://kia.ky.gov/FinancialAssistance/Pages/Forms.aspx):

Before bid opening, submit the following items to the designated Compliance Analyst/DOW Contact:

Submit To:		
KIA	☐	**Conditional Commitment Letter** (this letter is sent to the borrower via email shortly following KIA board approval and is to be signed by the authorizing official);
USBANK	☐	**Authorization for Electronic Deposit/Debit of Borrower Disbursements/ Payment** (these forms are attached to the loan commitment letter sent after KIA board approval and are to be signed by the authorizing official and forwarded directly to US Bank via Email: KentuckyInfrastructureAuth@usbank.com)
KIA	☐	**Transparency Form** (this form is attached to the loan commitment letter sent after KIA board approval)
DOW	☐	**Fiscal Sustainability Plan Certification and Cost and Effectiveness Certification** (required for "A" loans only, prior to plans approval)
DOW	☐	**Environmental review** (Kentucky Division of Water will review and is required prior to plans approval. KIA will need copy of approval letter)
DOW	☐	**Plans and specifications** (Kentucky Division of Water will review and KIA will need copy of approval letter)
KIA	☐	**Proof of compliance with any special condition identified in the Conditional Commitment Letter** (e.g. adopted ordinance)

After the project has opened bids, please submit the following items to the designated Compliance Analyst/DOW Contact. It is imperative that the remaining standard conditions are fulfilled by the deadlines set forth in the Conditional Commitment Letter.

Submit To:		
DOW	☐	**Authority to Award (ATA) Package,** the Kentucky Division of Water will review and forward approval to KIA.
DOW	☐	**Davis-Bacon prevailing wage rates,** the Kentucky Division of Water will review and forward approval to KIA.
KIA	☐	**Procurement and Wage Certification** (KIA sends to borrower after bid opening.)
KIA	☐	**Certification of obtainable revenue projections** (KIA sends to borrower after bid opening.)
DOW	☐	**Certification of clear site** (DOW will forward to KIA.)
	☐	**Plans and specifications approval** from the Kentucky Division of Water (DOW will send approval to KIA.)
KIA	☐	**Public Service Commission (PSC) approval**, (CPCN and Authorization to Incur Debt) if applicable.

EXHIBIT B

CERTIFICATE OF INSURANCE

EXHIBIT C

PROPOSAL OF ENGINEERING SERVICES

AND RELATED MATTERS

KENTUCKY ENGINEERING GROUP, PLLC

April 17, 2025

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

Re: RFP-10-2025
Investigation/Design Services for West Hickman ASH Tank Blower Improvements
Lexington-Fayette Urban County Government (LFUCG)
Lexington, Kentucky

Dear Mr. Slatin:

Kentucky Engineering Group, PLLC is very pleased to submit our qualifications for engineering services relative to the RFP-10-2025 Investigation/Design Services for West Hickman ASH Tank Blower Improvements Project. We sincerely appreciate this opportunity to provide our services to LFUCG and have assembled a very experienced team of professionals. We at Kentucky Engineering Group are dedicated and committed to providing the very best service. We believe that we are uniquely qualified to complete this project based on our many years of experience. Our commitment to you is to try and provide the best possible service.

The following proposal will elaborate on our reputation and our team's overall qualifications in more detail. I want to underscore the importance we place not only on this project, but more importantly, on continuing our relationship with LFUCG.

Sincerely,

Kentucky Engineering Group, PLLC

Ryan Carr

Ryan Carr, PE

P.O. Box 1034
Versailles, Kentucky 40383
Phone: (859) 251.4127
Fax: (859) 251.4137
Email: info @ kyengr.com
www.kyengr.com

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- ***Section 4*** **– RFQ 10-2025 Submittal Requirements**

SECTION 1 – SCOPE, SCHEDULE & FEE

SCOPE, SCHEDULE & FEE

LFUCG – INVESTIGATION /DESIGN SERVICES for WEST HICKMAN ASH TANK BLOWER IMPROVEMENTS

INTRODUCTION

Members of Kentucky Engineering Group have worked in and throughout Kentucky for over 30 years. Our team has successfully completed many water and wastewater projects throughout the state. We know the area and have unequaled knowledge and experience with wastewater treatment plant and wastewater collection and conveyance systems.

Members of **Kentucky Engineering Group** have been involved in the design of wastewater treatment plants, pumping stations and hundreds of miles of wastewater force mains, gravity collection and conveyance mains including both new and rehabilitated wastewater treatment and collection systems. Working with Sanitation Districts, Commissions, City Councils, Fiscal Courts, funding, and regulatory agencies, we have successfully completed wastewater treatment, collection and conveyance system projects in both large and small communities, in urban, rural, and regional areas.

WASTEWATER TREATMENT AND COLLECTION SYSTEMS

Kentucky Engineering Group has designed and provided construction services for wastewater treatment and collection systems in a variety of configurations and process systems. We have been associated with the wastewater industry for many years and have provided engineering and environmental services to large urban and small rural clients all over the state of Kentucky.

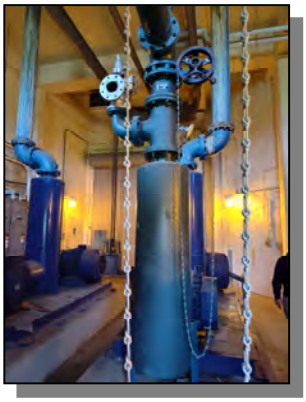
Services include:

- facilities planning
- infiltration/inflow studies
- sewer system evaluation surveys
- water quality evaluations (point and non-point source contributions)
- water quality modeling
- sewer system new design, including
- interceptors, pumping stations, gravity and pressure systems
- sewer system rehabilitation, with knowledge on “trenchless technologies” such as slip-lining, internal grouting, fold-and-form, pipe bursting, cured-in-place, as well as conventional tunneling, open-cut replacement, and parallel relief sewers
- sewer separation programs
- drainage system design
- pumping stations (submersible and wet pit/dry pit)
- combined sewer overflow abatement planning and design
- storm water modeling using SWMM and other appropriate models
- permitting and regulatory interface
- wastewater treatment plant planning, design, rehabilitation, expansion, and construction
- wastewater facilities start-up, troubleshooting, operation, maintenance, operator training
- residuals management

DESIGN TEAM

Kentucky Engineering Group is proposing the following design team based on their individual experience with design and construction of water and wastewater treatment facilities, although all Kentucky Engineering Group staff members may contribute to the project on an as needed basis. The proposed team has well over 70 years of combined work experience in the water and wastewater treatment industry. The team proposed is:

- **Ryan Carr, PE** – Project Manager, Design Engineer
- **Matt Baker, PE** – Project Manager, Design Engineer
- **Jeff Bond** – Production Manager, Designer
- **Ben Murphy, PE** – Mechanical/Electrical Engineer



Resumes of each individual are included as an attachment to our response.

PROJECT FAMILIARITY

Kentucky Engineering Group (KEG) made a site visit on April 15th for an introductory meeting with the West Hickman WWTP superintendent to gain familiarity with the proposed project. The discussion during the site visit centered around the challenges associated with replacement of the blowers. The superintendent gave a history of the original installation of the four (4) 60 horsepower (hp) blowers and the two (2) 150 hp blowers. The biggest challenge will be getting equipment in and out of the building and making modifications while keeping at least one of the blowers in service. The options included for evaluating the project will include the type of blowers (considering life cycle cost and efficiency), number of blowers, piping/valve arrangement for blower redundancy and an evaluation of the diffusers to assess their condition for efficiency and compatibility with the selected blowers.

We at KEG pride ourselves on diligently working through the challenges of a project such as the replacement of the blowers and associated equipment. At this point we feel we have become as familiar as possible with the scope of the project. If selected, we will work closely with the WWTP's staff to better understand the system in an effort to provide the best engineering service possible. Direct and honest communication with a simple but effective solution will be our approach.

Kentucky Engineering Group is eager to have the opportunity to provide engineering and construction services for LFUCG, as we work together for timely and efficient solutions to your wastewater system needs.

PROPOSAL SCOPE

Our approach will be simple; **listen to the client**, understand the ultimate end goal of the project and then strategize to determine the best and most cost-efficient solution for the project. We have already instituted a portion of our approach by meeting on site with the WWTP operators to listen to and understand the ultimate end goal for the project. There would be more preliminary engineering work required if we were selected for the project, but the initial steps have been implemented. We will utilize this initial gathering of information and our previous project experience to develop recommendations. Gathering data and further interviewing the WWTP staff would be the initial step. This information will ultimately allow us to finalize the blower selection and sequencing of construction. After the information is gathered, recommendations made and the project scope is clearly defined, KEG will do a cost estimate and move forward with final design. The cost estimate provided will be based on the current market and our experience. We will give our honest opinion on the cost and not just the number you may want to hear. KEG will coordinate with LFUCG through the design, bidding and construction process. KEG will provide periodic inspections as required throughout

construction. The project managers/engineers for KEG will make frequent site visits during construction to supplement the inspection work of the contractor.

Kentucky Engineering Group prides itself on being a true client driven engineering firm. We take great care in promoting effective and clear communication between all project stakeholders. Therefore, upon selection we will request a project kickoff meeting to address key components of the project and the overall project schedule. To further foster healthy client participation, the project will be broken into milestones such as 25%, 50% and 90% design to allow input from LFUCG DWQ along the way. Kentucky Engineering Group has vast experience addressing strategic design and properly staged construction phases. We believe our approach and our company's dedication to client satisfaction make Kentucky Engineering Group the best qualified candidate for this project.

SCHEDULE/CAPACITY

Kentucky Engineering Group's project team is very familiar with projects with tight timeframes. We pride ourselves on efficiency and our ability to complete projects in a timely manner. We have completed many projects ahead of schedule and this has benefited both the client and Kentucky Engineering Group. Our project teams are comfortable working within a specified schedule and producing a technically sound and economical project within that timeframe.

It is our understanding that per the schedule outlined in the request for proposals, the deadline for the 90% final design review is November 2025 with a bid opening of January 2026. We have immediate capacity to begin the project planning and design. Our design of the project will not be the limiting factor as to meeting the project deadlines. Again, Kentucky Engineering's client driven service and overall team mentality allows for flexibility in the project's schedule.

The Kentucky Engineering Group design team has a long history of providing necessary water and sewer infrastructure in Kentucky. We look forward to performing design and construction engineering services for this wastewater collection system improvement project.

CUSTOMER SERVICE

Kentucky Engineering Group's project team will work with LFUCG to obtain all of the information available for this project. We will work directly and on-site to assure you of a quality project. Our team will work closely with LFUCG staff throughout the project, from design through the completion of construction.

FEE

The following *Scope/Fee* provides a breakdown of the anticipated hours and associated rate for each of the project milestones.

Once again, Kentucky Engineering Group's number one priority is customer service, and a sincere commitment to LFUCG and the customers you serve!

Investigation/Design Services for West Hickman WWTP
Aerated Sludge Holding (ASH) Tanks Blower Improvements Project

Fee Schedule

(For a description of task refer to Section 2 of the RFP)

Section 2

Scope of Work: ASH Tanks Blower Improvements Project

A. Task 1: Existing Process Performance Review — Cost Task 1: $17,690.00

B. Task 2: Develop Equipment/Process Replacement Concepts — Cost Task 2: $29,100.00

C. Task 3: Detailed Design — Cost Task 3: $45,730.00

D. Task 4: Bidding Services — Cost Task 4: $11,980.00

E. Task 5: Construction Administration Services — Cost Task 5: $51,800.00

Details for Task 5.5 - The total cost should be included in Cost Task 5. Please provide the following breakdown. Estimated Weekly Inspection Hrs/Estimated Total Inspection Hrs/Hourly Rate.

16 HRS/WK / 192 HRS / $80/HR

Section 2 Total Cost: $156,300.00

E. Task 6: SRF Loan Conditions Checklist — Cost Task 6: $10,000.00

West Hickman ASH Tank Blower Improvements

LFUCG - RFP

SCOPE/FEE

	Billing Rates/Hour ($)						
	PM/SR PE	PE	Eng Tech/CAD	Survey Crew	Resident Inspection	ME (LoVo) Lump Sum	Subtotal
Task Description	$175	$160	$115	$200	$80		
Task 1 Existing Process Performance Review							
Interview Staff	8	8				1,000.00	$3,680
Collect Operational Info	8	8					$2,680
Review Data/Reports for Increasing Blower Capacity	8	8					$2,680
Collect Other Supporting Data	10	10					$3,350
Observe Operations/Trends of Blowers	4	20					$3,900
Review Compliance w/ NFPA 79 & 820	8						$1,400
							$17,690
Task 2 Develop Equip/Process Replacement Concepts/Schedules							
Evaluate Blower Replacement Options	24	12				1,000.00	$7,120
Prepare Conceptual Layout & Construction Sequence	20	10	20			2,000.00	$9,400
20 Year Life Cycle & Present Worth	8	16					$3,960
Preliminary Cost Estimate	4	8					$1,980
Present PER to Staff	8	8					$2,680
PER Revisions	4	8					$1,980
Prepare/Submit FER	4	8					$1,980
							$29,100
Task 3 Detailed Design							
Design/Calculations	8	16	80			15,000.00	$28,160
Design Progress Mtgs 25%, 50% & 90%	18	18					$6,030
Detailed Cost Est/Revise 20 Yr Life Cycle & Present Worth	20	20					$6,700
Update Project Schedules	24	4					$4,840
							$0
							$45,730
Task 4 Bidding Services							
Distribute Bid Documents (Min 7 Copies to LFUCG)	2	6	6			2,000.00	$4,000
Respond to Questions	8	12					$3,320
Conduct Pre-Bid Meeting	4	4					$1,340
Conduct Bid Opening	4	4					$1,340
Bid Evaluation	4	8					$1,980
							$11,980
Task 5 Construction Administration Services							
Track and review shop drawings	4	8	8			5,000.00	$7,900
Track and review change orders	8	18					$4,280
Track and answer RFIs	8	8					$2,680
CA Services, Monthly Progress Mtgs, Pay Est Review, Etc.	20	64					$13,740
Equipment Start-Ups	8	12					$3,320
Record Drawings	4	4	16				$3,180
Weekly Inspection Reports					192		$15,360
Substantial Inspection/Final Inspection	4	4					$1,340
							$51,800
							$156,300.00
Subtotal Hours	266	334	130	0	192		
Subtotals	$46,550.00	$53,440.00	$14,950.00	$0.00	$15,360.00	$26,000.00	**$156,300.00**

West Hickman ASH Tank Blower Improvements

LFUCG - RFP

SCHEDULE

Task Description	Target Completion Date
Task 1 Existing Process Performance Review	
Interview Staff	June 2025
Collect Operational Info	June 2025
Review Data/Reports for Increasing Blower Capacity	June 2025
Collect Other Supporting Data	June 2025
Observe Operations/Trends of Blowers	June 2025
Review Compliance w/ NFPA 79 & 820	June 2025
Task 2 Develop Equip/Process Replacement Concepts/Schedules	
Evaluate Blower Replacement Options	July 2025
Prepare Conceptual Layout & Construction Sequence	July 2025
20 Year Life Cycle & Present Worth	July 2025
Preliminary Cost Estimate	July 2025
Present PER to Staff	August 2025
PER Revisions	August 2025
Prepare/Submit FER	August 2025
Task 3 Detailed Design	
Design/Calculations	September 2025
Design Progress Mtgs 25%, 50% & 90%	Sept 2025, Oct 2025 & Nov 2025
Detailed Cost Est/Revise 20 Yr Life Cycle & Present Worth	November 2025
Update Project Schedules	November 2025
Task 4 Bidding Services	
Distribute Bid Documents (Min 7 Copies to LFUCG)	December 2025
Respond to Questions	December 2025
Conduct Pre-Bid Meeting	December 2025
Conduct Bid Opening	January 2026
Bid Evaluation	January 2026
Task 5 Construction Administration Services	
Preparation of Conformance Documents	February 2026
Shop Drawing Review	February 2026
Preconstruction Meeting	March 2026
CA Services	March 2026 - December 2026
Equipment Start-Ups	November 2026
Record Drawings	December 2026
Weekly Inspection Reports	October 2026 - December 2026
Substantial Inspection/Final Inspection	December 2026

SECTION 2 – PROJECT EXPERIENCE

PROJECT EXPERIENCE
Wastewater Treatment

The **Kentucky Engineering Group** staff members have specialized in wastewater treatment system design projects in the Commonwealth of Kentucky for over twenty-five years. Kentucky Engineering Group has a reputation of leadership thanks to our ability to identify affordable alternatives, produce accurate construction documents and communicate effectively with our clients. The following is a listing of recent wastewater treatment plant projects. The project list includes the aggregate work experience of individual staff members and our proposed Project Team and is not meant to reflect work solely contracted to Kentucky Engineering Group.

Wastewater Treatment Plant No 2 – Sludge Processing Upgrades,
Georgetown Municipal Water & Sewer System (GMWSS), Georgetown, Kentucky

Description: Kentucky Engineering Group, PLLC's project team provided planning, design and construction administration for replacement of belt filter presses with two automated screw presses and associated controls which also included replacement of the sludge conveyance system to discharge into sludge dumpsters, replacement of progressive cavity sludge pumps and macerators including all associated piping, valves and appurtenances, building alterations to accommodate new sludge processing equipment and addition of a 20 cubic yard dumpster including structural, architectural, electrical and HVAC improvements. Alternate dewatering technologies were evaluated and piloted with GMWSS to provide a cost effective, maintenance friendly and performance-based solution to upgrade the existing dewatering facility. Construction of the project began in July 2021 and is anticipated to be completed in November 2021. As-Bid Construction Cost: $1,660,000

Project Manager: Ryan Carr, P.E.

Contact: Alan Bryan, GMWSS, Georgetown, Kentucky, (859) 559-5850.

Wastewater Treatment Plant Sludge Processing Facilities, Harrodsburg, Kentucky

Description: The project included the planning, design, construction administration and funding/financial services for a new sludge dewatering building with mechanical belt press sludge dewatering equipment. Pilot testing for alternate sludge dewatering equipment and manufacturers was conducted on site prior to deciding on a mechanical belt filter press. The new dewatering facility was a 3,360 square foot building which included room for future expansion to add a redundant belt filter press, polymer feed system, sludge

conveyor system and outside bay for disposal to a sludge dumpster. Also included with the project was rotary lobe pumps and macerator to feed the new belt press; new influent flow metering; raw sewage sampling equipment; and replacement of the mechanical bar screen and influent screw pumps. The project was constructed in 2014. Construction Cost: $2,400,000

Project Manager: Ryan Carr, P.E.

Contact: Troy Gowins, City of Harrodsburg, (859) 734-2113.

Taylor Mill Treatment Plant Residuals Improvements
Northern Kentucky Water District, Taylor Mill, Kentucky

Description: The project included the design and construction administration for the replacement of a 2 meter belt filter press at the 10 MGD Taylor Mill Treatment Plant which included demolition/removal/replacement of the existing belt press from the second story floor and installing a winch system for removal and installation. Alternative dewatering technologies were evaluated along with consideration of the necessary modifications to the existing building before ultimately determining the belt filter press to be the most viable long term solution. The project also included replacement of process pumping equipment in the residuals processing building including the replacement of the progressive cavity belt filter press feed pumps, the submersible pumps that feed the plate thickener, decant valves in the residuals holding tank, associated piping and valves and variable frequency drives on the submersible pumps. Construction Cost: Approximately $2,200,000

Project Manager: Ryan Carr, P.E.

Contact: Amy Kramer, Northern Kentucky Water District, (859) 578-5458

Wastewater Treatment Plant Improvements, City of Lebanon, Kentucky

Description: Kentucky Engineering Group, PLLC's project team worked with the City of Lebanon to provide the most cost effective project to upgrade the City of Lebanon's WWTP to include construction of new aeration equipment, a new splitter box, a new secondary clarifier, additional sludge digestors, new digested sludge pump station, and a new sludge digestor blower and diffusers. Design of the project began in 2024 and should begin construction in August 2025. Estimated Construction Cost: $7,660,000

Project Manager: Matt Baker, P.E.

Contact: John Thomas, City Administrator, City of Lebanon, Kentucky, (270) 692-6272.

Lexington-Fayette Urban County Government (LFUCG), West Hickman Trunk D Sewer Replacement.

Description: Kentucky Engineering Group, in conjunction with LFUCG, developed a project approach to replace approximately 6,300 LF of 42" diameter sanitary sewer with 54" and 48" diameter sanitary sewer in order to fulfil the Consent Decree requirements. Methods of replacement for the project included paralleling of the existing trunk sewer with new trunk sewer, dig and replacement (including bypass pumping). Challenges for this project, consistent with most urban area sewer replacement projects, included traffic coordination, existing utility conflicts, public relations and easement acquisition. The project was completed in 2020. Construction Cost: $5,815,000

Contact: Robert Peterson, P.E., Division of Water Quality, LFUCG, (859) 258-3415.

Wastewater Treatment Plant Expansion (3.5 MGD), Harrodsburg, Kentucky

Description: The project included the planning, design, construction administration and funding/financial services for expansion of the Harrodsburg Wastewater Treatment Plant. Major items of work include new pre-treatment building (screening and grit removal), replacement of existing RBC biological treatment process with new oxidation ditch treatment process designed for biological nutrient removal, new circular final clarifiers, new return/waste sludge pumping, new ultra-violet disinfection facilities and conversion of existing anaerobic digestion facilities to aerated sludge holding basins included installation of positive displacement blowers. Construction Cost: Approximately $16,000,000

Project Manager: Ryan Carr, P.E.

Contact: Troy Gowins, City of Harrodsburg, (859) 734-2113.

SECTION 3 – RESUMES

Ryan C. Carr, PE

Project Manager and Engineer

TECHNICAL EXPERTISE

- Water Treatment Facilities
- Water Storage Tanks
- Pumping Stations
- Water Distribution Systems
- Wastewater Treatment Facilities
- Collection and Conveyance
- Hydraulic Modeling
- Site Development

YEARS OF EXPERIENCE

25

EDUCATION

BS/1999/Civil Engineering;
University of Kentucky

PROFESSIONAL REGISTRATION

Professional Engineer:
KY

PROFESSIONAL AFFILIATIONS

AWWA, WEF

OWNERSHIP

Kentucky Engineering Group
Owner

PROFESSIONAL PROFILE

Ryan has more than 25 years of experience in water, wastewater and site development engineering. He has project management responsibilities that include project development, coordination of resources, construction inspection, and contract administration. He is also responsible for the design and layout of water distribution systems, pumping stations, storage tanks, and treatment facilities; wastewater collection systems, pumping stations, and treatment facilities; and site development. Ryan is also responsible for hydraulic analysis, layout, permitting, specifications, plan production, cost estimating, and budgeting. He is responsible for completing contract documents, reviewing schedules and the cost of ongoing projects, and technical overview of projects. In addition, Ryan maintains client contact during the planning, design, and construction, and is responsible for maintaining client contact following project completion.

REPRESENTATIVE PROJECT EXPERIENCE

Water Resources:

- **Lancaster Water Treatment Plant, Lancaster, KY**
- **McCreary County Water District – Stearns to Smithtown Water Main Replacement, McCreary County, KY**
- **Lebanon Water Treatment Plant Improvements, Lebanon Water Works Company, Lebanon, KY**
- **Water Treatment Plant Improvements, Southern Water and Sewer District, Floyd County, KY**
- **Garrard County Water Association Water System Improvements: Contract 2 - 250,000 Gallon Elevated Water Storage Tank, Lancaster, KY**
- **Harrodsburg North Main Tank Improvements, Harrodsburg, KY -**
- **Harrodsburg Water Distribution System Improvements, Harrodsburg, KY**
- **Harrodsburg Water Line Improvements, Harrodsburg, KY**
- **Harrodsburg Water Treatment Plant and Raw Water Intake Pump Station Expansion (6 MGD) - Phase 2, Harrodsburg, KY**
- **Northern Kentucky Water District Taylor Mill Treatment Plant Basin Structural Evaluation, Fort Thomas, KY**
- **Northern Kentucky Water District Taylor Mill Treatment Plant Residuals Improvements, Fort Thomas, KY**
- **Northern Kentucky Water District Taylor Mill Treatment Plant Sludge Press Replacement, Taylor Mill, KY**
- **Northern Kentucky Water District Taylor Mill WTP Advanced Treatment Improvements, Fort Thomas, KY**
- **5.0 MGD Water Treatment Plant, Columbia/Adair County Water Commission, Adair County, KY**

Wastewater Systems:

- **GMWSS WWTP No 2 – Sludge Processing Upgrades, Georgetown, KY**
- **WWTP Chemical Room Improvements, McCreary County Water District**
- **US 127 North Sanitary Sewer Extension, Harrodsburg, KY**
- **Hawesville Wastewater Treatment Plant, Hawesville, KY**
- **Hardinsburg Wastewater Treatment Plant Improvements, Hardinsburg, KY**
- **West Hickman Trunk D Sewer Replacement, LFUCG, Lexington, KY**
- **Harrodsburg Cherokee Pump Station and Force Main, Harrodsburg, KY**
- **Harrodsburg College Street Sanitary Sewer Improvements, Harrodsburg, KY**
- **Harrodsburg Main Street Sewer Replacement, Harrodsburg, KY**
- **Harrodsburg Regional Wastewater Facilities Plan, Harrodsburg, KY**
- **Harrodsburg Sewer Rehabilitation (2012), Harrodsburg, KY**
- **Harrodsburg Sewer Rehabilitation (2014), Harrodsburg, KY**
- **Harrodsburg South Bypass Interceptor Sewer, Harrodsburg, KY**
- **Harrodsburg WWTP Expansion (3.5 MGD), Harrodsburg, KY**
- **Harrodsburg WWTP Sludge Processing Facilities, Harrodsburg, KY**
- **Sanitation District No. 1 Western Regional Water Reclamation Facility (20 MGD), Boone County, KY**

Prior to Kentucky Engineering Group, PLLC:
GRW Engineers, Inc., Lexington, Kentucky
Monarch Engineering, Inc., Lawrenceburg, Kentucky
HMB Professional Engineers, Inc., Frankfort, Kentucky

KENTUCKY ENGINEERING GROUP, PLLC

Matthew A. Baker, PE

Project Manager and Engineer

TECHNICAL EXPERTISE

- Water and Wastewater Treatment Facilities
- Water distribution systems
- Wastewater collection systems
- Wastewater Collection Rehabilitation
- Pumping stations
- Storage Tanks
- Hydraulic Modeling

YEARS OF EXPERIENCE

22

EDUCATION

BS/2001/Civil Engineering;
University of Kentucky

PROFESSIONAL REGISTRATION

Professional Engineer:
KY

PROFESSIONAL PROFILE

Matt has more than twenty-two years of experience in water and wastewater engineering. He has project management responsibilities that include project development, coordination of resources, construction inspection, and contract administration. He is also responsible for the design and layout of water distribution systems, booster stations, storage tanks, and treatment facilities; wastewater collection systems, pumping stations, and treatment facilities. Matt is also responsible for hydraulic analysis, layout, permitting, specifications, plan production, cost estimating, and budgeting.

Matt is responsible for completing contract documents, reviewing schedule and cost of ongoing projects, and technical overview of projects. In addition, Matt maintains client contact during study, design, and construction, and is responsible for maintaining client contact following project completion.

REPRESENTATIVE PROJECT EXPERIENCE

Water Resources:
Water Treatment Plant Upgrade - City of Leitchfield, KY
Chlorine Dioxide System – Princeton, KY
Water Treatment Plant Upgrade - City of Manchester, KY
Project 19 Grayson County Water District, Leitchfield, KY
Bluegrass Drive Waterline Extension City of LaCenter, KY
Waterline Extensions and Pump Stations, LaRue County WD #1
2018 Water System Improvements - Green Taylor Water District
Memorial Drive Utility (Water) Relocation City of Manchester, KY
Maple Leaf Utility Relocation City of Maysville, KY
US 421 Utility Relocation City of Manchester, KY
US 68 (Southern Loop) Utility Relocation City of Maysville, KY
Project 15 Grayson County Water District
Sardis Tank Buffalo Trail Water Association
Industrial Park IV Tank City of Maysville, KY
Tank Rehabilitation LaRue County WD #1
Kenton Station Tank Rehabilitation City of Maysville, KY

Wastewater:
Wastewater Treatment Plant Upgrade City of LaCenter, KY
Wastewater Treatment Plant Upgrade City of Maysville, KY
Wastewater Treatment Plant Upgrade City of Mount Olivet, KY
Wastewater Treatment Plant Upgrade City of Wingo, KY
Long Term Control Plan (2005- 2023) City of Maysville, KY
Lawrence Creek Force Main City of Maysville, KY
Combined Sewer Overflows Phase 1 and 1b City of Maysville, KY

Prior to Kentucky Engineering Group, PLLC:

HMB Professional Engineers, Inc., Frankfort, Kentucky
Cann-Tech, LLC, Lawrenceburg, Kentucky
City of Maysville, Kentucky
Kentucky Division of Water, Drinking Water Plans Review

KENTUCKY ENGINEERING GROUP, PLLC

Jeffrey A. Bond

Production Manager / Senior Designer

TECHNICAL EXPERTISE

- Production of Documents
- Wastewater System Design
- Water System Design
- Storm Water System Design
- Production Management

YEARS OF EXPERIENCE

24

EDUCATION

Geology
University of Kentucky

PROFESSIONAL PROFILE

Jeff has more than 20 years of experience in civil engineering. His role at Kentucky Engineering includes Production Manager and Senior Designer, and is responsible for the coordination and production of documents and the design of water and wastewater facilities. His experience includes the design of sanitary sewer infrastructure projects including wastewater treatment plants, wet weather storage basins, pump stations, gravity trunk sewers, gravity collector sewers and force mains. Water system projects including water treatment plants, water transmission mains, pumping stations and water storage tanks.

SOFTWARE EXPERIENCE AND KNOWLEDGE

AutoCAD releases 10 through 14
Autodesk Civil 3D 2018
SURVCADD release 11 through SURVDADD Civil 2018 – Carlson Software

REPRESENTATIVE PROJECTS

Responsible for design, layout and production of plan sheets.

Wastewater Projects:

- **Versailles, KY – Wastewater Treatment Plant Improvements**
- **Corbin, KY – Wastewater Treatment Plant Upgrade and Improvements**
- **Harrodsburg, KY – Wastewater Treatment Plant Expansion**
- **South Dearborn Regional Sewer District – Lawrenceburg, IN – Sludge Dewatering Improvements**
- **Murray, KY – Bee Creek Wastewater Treatment Plant Expansion**
- **Harrodsburg, KY – Wastewater Treatment Plant Improvements**
- **Harrodsburg, KY - Wastewater Treatment Plant Sludge Heater Building**
- **Scottsville, KY – Wastewater Treatment Plant Improvements**
- **Harrodsburg, KY – Wastewater Treatment Plant - Cooling / Flow Equalization Lagoon**
- **Paducah-McCracken Joint Sewer Agency – Paducah, KY – Perkins Creek Force Main and Pump Station**
- **Frankfort, KY – East Frankfort Pump Station and Force Main**
- **Paducah-McCracken Joint Sewer Agency – Paducah Wastewater Treatment Plant Improvements**
- **Nicholasville, KY – Jessamine Creek Environmental Control Facility – Wastewater Treatment Facility Expansion**
- **Sellersburg, IN – Wastewater Treatment Plant Expansion**
- **Berea Municipal Utilities – Berea, KY – Wastewater Treatment Plant Expansion, and Belt Filter Press**

Prior to Kentucky Engineering Group, PLLC:

GRW Engineers, Inc., Lexington KY
Commonwealth Technology, Inc./Tetra Tech, Inc., Lexington, KY
Delta Natural Gas Company, Inc., Winchester, KY
Baldwin Engineering, Inc., Winchester, KY
Tennessee Gas Pipeline Company, Winchester, KY

EDUCATION:

BS Mechanical Engineering, University of Kentucky

Master of Arts
St. Meinrad Archabbey

Industrial Electronics & Automation Diploma, KY Advanced Technology Institute

REGISTRATION:

Professional Engineer,
Kentucky #25348
West Virginia #18560
California #M35292

Master Electrician,
Kentucky # ME12832

PROFESSIONAL AFFILIATIONS:

ASHRAE #07987032

Mr. Murphy's area's of expertise include electrical power distribution design, municipal water/ wastewater electrical design, instrumentation design, SCADA system design and installation, HVAC system design, fire protection design, code compliance, industrial control panels, troubleshooting, controls systems, laboratory data acquisition and analysis, and wireless communication design.

RELEVANT EXPERIENCE:

- Monticello Membrane Filter Water Treatment Plant Expansion Electrical & SCADA Design & Construction Administration, Monticello, KY
- Somerset Membrane Filter Water Treatment Plant Expansion Electrical & SCADA Design & Construction Administration, Somerset, KY
- Madisonville Membrane Filter Water Treatment Plant Expansion, SCADA & Electrical Design, Madisonville, KY
- Campton Membrane Filter Water Plant, Electrical & SCADA Design & Construction Admin., Campton, KY
- Richmond Water Treatment Plant, RWI Power Supply Improvements, Madison County, KY
- Warren County North Wellfield Pumping System, Electrical, HVAC, & SCADA Design, Warren Co., OH
- Greensburg Water Treatment Plant, Electrical & SCADA Design, Danville, KY
- City of Danville Pump Station Electrical & SCADA Designs: Balls Branch, York Lane, Phylben Village
- Deerfield-Hamilton Water Plant Expansion HVAC, Electrical & SCADA Design, Warren County, OH
- Hopkinsville 2500 HP Raw Water Intake Electrical & SCADA Design, Hopkinsville, KY
- Shepherdsville Wastewater Treatment Plant Expansion Electrical, HVAC, & SCADA Design & Construction Administration, Shepherdsville, KY
- Jessamine County Wastewater Plant Expansion, Electrical & SCADA Design, Nicholasville, KY
- McLean County Water Treatment Plant Expansion, Electrical & SCADA Design, Calhoun, KY
- Sellersburg Wastewater Plant Expansion, Electrical & SCADA Design, Sellersburg, IN
- Beech Fork Water Plant Improvements, Electrical & SCADA Design, Stanton, KY
- Winchester Lower Howards Creek Water Treatment Plant, Electrical & SCADA Design, Winchester, KY

SECTION 4 – RFP 10-2025

SUBMITTAL REQUIREMENTS

AFFIDAVIT

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

1. His/her name is Ryan Carr and he/she is the individual submitting the proposal or is the authorized representative of Kentucky Engineering Group, PLLC, 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.

Ryan Carr

STATE OF KENTUCKY

COUNTY OF WOODFORD

The foregoing instrument was subscribed, sworn to and acknowledged before me by Ryan Carr on this the 17th day of April, 2025

My Commission expires: 5-12-25

Andrea Rue

NOTARY PUBLIC, STATE AT LARGE

Andrea D. Rue
Notary Public, ID KYNP28992
State at Large, Kentucky
My Commission Expires on May 12, 2025

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.

Ryan Cain — *Signature*

Kentucky Engineering Group, PLLC — *Name of Business*

WORKFORCE ANALYSIS FORM

Name of Organization: KENTUCKY ENGINEERING GROUP, PLLC

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	1
Professionals		3														3	
Superintendents																	
Supervisors		3														3	
Foremen																	
Technicians		3														3	
Protective Service																	
Para-Professionals																	
Office/Clerical																	
Skilled Craft		1														1	
Service/Maintenance																	
Total:		11	1													11	1

Prepared by: Ryan Carr - OWNER Date: 4 / 14 / 2025

(Name and Title)

Revised 2015-Dec-15

Firm Submitting Proposal: Kentucky Engineering Group, PLLC

Complete Address: 101 High Street (Street) Versailles (City) 40383 (Zip)

Contact Name: Ryan Carr Title: Project Manager

Telephone Number: 859.251.4127 Fax Number: 859.251.4137

Email address: rcarr@kyengr.com

LEXINGTON

LFUCG MWDBE PARTICIPATION FORM
Bid/RFP/Quote Reference # 10 - 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. NONE				
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.

Kentucky Engineering Group, PLLC
Company

Ryan Carr
Company Representative

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.

Ryan Carr
Signature

4/14/2025
Date

RESOLUTION NO. _____ - 2025

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT (AWARDED PURSUANT TO RFP NO. 10-2025) WITH KENTUCKY ENGINEERING GROUP, LLC, FOR INVESTIGATION AND DESIGN SERVICES FOR WEST HICKMAN ASH TANK BLOWER IMPROVEMENTS, AT A COST NOT TO EXCEED $156,300.00.

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

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute the Agreement (awarded pursuant to RFP No. 10-2025) with Kentucky Engineering Group, LLC, which is attached hereto and incorporated by reference, for investigation and design services for West Hickman ASH Tank Blower Improvements, at a cost not to exceed $156,300.00.

Section 2 - That an amount, not to exceed the sum of $156,300.00, be and hereby is approved for payment to Kentucky Engineering Group, LLC, from account # 4003-30340-13401-92711, pursuant to the terms of the Agreement.

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

PASSED URBAN COUNTY COUNCIL:

_____
MAYOR

ATTEST:

_____
CLERK OF URBAN COUNTY COUNCIL
0506-25:JTH:4912-3345-3125, v. 1

RESOLUTION NO. 269 - 2025

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT (AWARDED PURSUANT TO RFP NO. 10-2025) WITH KENTUCKY ENGINEERING GROUP, LLC, FOR INVESTIGATION AND DESIGN SERVICES FOR WEST HICKMAN ASH TANK BLOWER IMPROVEMENTS, AT A COST NOT TO EXCEED $156,300.00.

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

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute the Agreement (awarded pursuant to RFP No. 10-2025) with Kentucky Engineering Group, LLC, which is attached hereto and incorporated by reference, for investigation and design services for West Hickman ASH Tank Blower Improvements, at a cost not to exceed $156,300.00.

Section 2 - That an amount, not to exceed the sum of $156,300.00, be and hereby is approved for payment to Kentucky Engineering Group, LLC, from account # 4003-30340-13401-92711, pursuant to the terms of the Agreement.

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

PASSED URBAN COUNTY COUNCIL: June 12, 2025

Linda Gorton
MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0506-25:JTH:4912-3345-3125, v. 1

ENGINEERING SERVICES AGREEMENT

THIS IS AN AGREEMENT made as of MAY 8, 2025, between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (**OWNER**) and Kentucky Engineering Group, LLC. (**CONSULTANT**). **OWNER** intends to proceed with the Investigation and Design Services for the West Hickman ASH Tank Blower Improvements as described in the attached Exhibit A, "**RFP #10-2025.**" The services are to include customary civil, sanitary, geotechnical, mechanical, structural, and electrical engineering services as related to completion and submission of reports and deliverables as described in Exhibit A, detailing the findings of all field inspections, inventory and required analysis completed by the CONSULTANT. The services are hereinafter referred to as the **PROJECT**.

OWNER and **CONSULTANT** in consideration of their mutual covenants herein agree in respect of the performance of professional engineering services by **CONSULTANT** and the payment for those services by **OWNER** as set forth below.

CONSULTANT shall provide professional consulting services for **OWNER** in all phases of the **PROJECT** to which this Agreement applies, serve as **OWNER'S** professional engineering representative for the **PROJECT** as set forth below and shall give professional consultation and advice to **OWNER** during the performance of services hereunder.

SECTION 1 - BASIC SERVICES OF CONSULTANT

1.1. General

CONSULTANT shall perform professional services as hereinafter stated that include customary civil, geotechnical, structural, mechanical, electrical and sanitary engineering services incidental thereto.

1.2. Project Phase

After written authorization to proceed, **CONSULTANT** shall:

1.2.1. Notify the **OWNER** in writing of its authorized representative who shall act as Project Engineer and liaison representative between the **CONSULTANT** and the **OWNER**.

1.2.2. The **CONSULTANT** **must perform all duties necessary to fully complete the deliverables described in attached Exhibit A "The Investigation/Design Services for the West Hickman ASH Tank Blower Improvements; RFP #10-2025" (including Appendices), and attached Exhibit C the "Proposal of Engineering Services and Related Matters" (the CONSULTANT's response to RFP #10-2025).**

1.2.3. 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 and then EXHIBIT C**.

1.2.3 The **CONSULTANT** shall provide written documentation of all meetings and be responsible for incorporating all comments and changes resulting therefrom in final work product.

1.2.4. The **CONSULTANT** shall post all initial draft work products on the project document management portal. If the project document management portal is not functional on the draft posting date, the CONSULTANT shall submit five (5) copies (hardcover) of all initial draft final work products for this **PROJECT**. The copies of the initial draft final reports are submitted for review and comment by the **OWNER**, and should be presented in person to the **OWNER**.

1.2.5. After the **OWNER'S** detailed review, the **CONSULTANT** will revise the initial draft final for all work products for this **PROJECT**, and the **CONSULTANT** shall post all draft final work products on the project document management portal. If the project document management portal is not functional on the draft posting date, the CONSULTANT shall five (5) copies (hardcover). One electronic copy of the all work products for this **PROJECT**, including all appendices, shall be provided and prepared in such a manner that it can readily be converted to a quick-link accessible form for the **OWNER'S** Website. The **OWNER** shall have ten (10) business days within which to accept or deny each such final draft. If is denied, the **OWNER** shall provide a detailed explanation in writing for the basis of such denial. Once the **OWNER** accepts the draft as final, a total of ten (10) final copies (hardcover) are required in addition to an electronic copy.

1.2.6 Immediately notify **OWNER** of any delay in the delivery of a work product or deliverable, regardless of cause. Give written notice to **OWNER** within five (5) business days whenever **CONSULTANT** observes or otherwise becomes aware of any development that affects the scope or timing of **CONSULTANT'S** services, or any defect in the work of Contractor(s).

SECTION 2 - EXTRA WORK BY CONSULTANT

2.1. The **OWNER** may desire to have the **CONSULTANT** perform work or render services in connection with this **PROJECT** other than provided by the expressed intent of this Agreement. Such work shall be considered as "Extra Work", subject to a change order, supplemental to this Agreement, setting forth the character and scope thereof and the compensation therefore. Work under such change order shall not proceed until the **OWNER** gives written authorization. Should the **OWNER** find it desirable to have previously satisfactorily completed and accepted plans or parts thereof revised, the **CONSULTANT** shall make such revisions as directed, in writing, by the **OWNER**. This work shall be considered as "Extra Work" and shall be paid as such.

2.2. All "Extra Work" is subject to prior written authorization of **OWNER** and necessary appropriations made by the Urban County Council.

SECTION 3 - OWNER'S RESPONSIBILITIES

OWNER shall:

3.1. Provide criteria and information as to **OWNER'S** requirements for the **PROJECT**, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations.

3.2. Assist **CONSULTANT** by placing at his disposal available information pertinent to the Project.

3.3. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by **CONSULTANT**, and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of **CONSULTANT**.

3.4. Designate in writing a person to act as **OWNER'S** representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret, and define **OWNER'S** policies and decisions with respect to materials, equipment, elements, and systems pertinent to **CONSULTANT'S** services.

3.5. Give written notice to **CONSULTANT** whenever **OWNER** observes or otherwise becomes aware of any development that affects the scope or timing of **CONSULTANT'S** services, or any defect in the work of Contractor(s).

3.6. Furnish or direct **CONSULTANT** to provide, necessary Extra Work as stipulated in Section Two (2) of this Agreement or other services as required.

SECTION 4 - PERIOD OF SERVICES

4.1. Time is of the essence in the performance of this Agreement. See attached Exhibit A "Proposal of Engineering Services and Related Matters" for the project schedule.

4.2. The provisions of this Section Four (4) and the various rates of compensation for **CONSULTANT'S** services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the **PROJECT** through completion.

4.3. If a delay results from the acts of **OWNER** or another entity that is required to permit or approve the work or services, an extension of time for such delay will be considered by **OWNER**.

4.3.1. If the above type of delay occurs and **CONSULTANT** wants an extension of time, it must, within ten (10) days from the date of the delay, apply in writing to **OWNER** for an extension of time for a reasonable period, which must be agreed upon by **OWNER**.

4.3.2. If the extension of time is approved by **OWNER**, the **PROJECT** schedule/Final Task Order shall be revised to reflect the extension. Such extension of time to the completion date shall in no way be construed to operate as a waiver on the part of **OWNER** of any of its other rights in the Agreement.

4.3.3. If the above type of delay would prevent complete performance of the **PROJECT**/Final Task Order within ninety (90) days of the time specified therein, **OWNER** shall have the option of cancelling the **PROJECT**/Final Task Order or otherwise adjusting the scope of the services or work and any related fees.

4.3.4. If the parties cannot mutually agree to an extension of time or an adjustment, Section 6.5 under "DISPUTES" of this Agreement shall apply.

4.4. If delays result solely by reason of acts of the **CONSULTANT**, the **CONSULTANT** must immediately notify the **OWNER** in the event of such delay, and provide the **OWNER** a written action plan within five (5) business days on how it will reasonably attempt to resolve the delay. If the parties cannot mutually agree to an extension of time or an adjustment, Section 6.5 under "DISPUTES" of this Agreement shall apply. If the above type of delay would prevent complete performance of the **PROJECT**/Final Task Order within ninety (90) days of the time specified therein, **OWNER** shall have the option of cancelling the **PROJECT**/Final Task Order or otherwise adjusting the scope of the services or work and any related fees.

SECTION 5 - PAYMENTS TO CONSULTANT

5.1. Methods of Payment for Services of CONSULTANT.

5.1.1. For Basic Services
OWNER shall pay **CONSULTANT** a lump sum fee not exceeding $156,300.00.

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 as set forth in Section 6.5, "DISPUTES" of this Agreement.

5.2. Times of Payment

5.2.1. **CONSULTANT** shall submit monthly statements for Basic Services and Extra Work rendered. The Statements will be based upon **CONSULTANT'S** estimate of the proportion of the total services actually completed at the time of billing. **OWNER** shall respond to **CONSULTANT'S** monthly statements within thirty (30) days, either denying payment or making payment.

5.3. Other Provisions Concerning Payments

5.3.1. In the event the Agreement is terminated by the **OWNER** without fault on the part of the **CONSULTANT**, the **CONSULTANT** shall be paid for the work performed or services rendered for which it has not already been paid as determined by mutual agreement between the **OWNER** and the **CONSULTANT**.

5.3.2. In the event the services of the **CONSULTANT** are terminated by the **OWNER** for fault on the part of the **CONSULTANT**, the **CONSULTANT** shall be paid reasonable value of the work performed or services rendered and delivered for which it has not already been paid, and the amount to be paid shall be determined by the **OWNER**.

SECTION 6 - GENERAL CONSIDERATIONS

6.1. Termination

6.1.1. **CONSULTANT may only terminate this Agreement** due to **OWNER'S** material breach of the terms hereof which breach causes **CONSULTANT** to be unable to perform its duties and responsibilities under this Agreement and upon forty-five (45) days written advance notice to **OWNER**.

6.1.2. The **OWNER** may terminate this Agreement for cause upon seven (7) business days written advance notice to the **CONSULTANT**. The **OWNER** reserves the right to terminate the Agreement for any reason whatsoever, with or without cause, at any time upon thirty (30) days written advance notice to the **CONSULTANT**.

6.2. Ownership and Reuse of Documents

All documents, including raw data, reports, Drawings and Specifications, prepared by the **CONSULTANT** pursuant to this Agreement shall be delivered to and become the property of the **OWNER**. The **OWNER** shall have the right to reuse same without restriction or limitation, but without liability or legal exposure to **CONSULTANT**.

6.3. Legal Responsibilities and Legal Relations

6.3.1. The **CONSULTANT** shall familiarize himself with and shall at all times comply with all federal, state, and local laws, ordinances, and regulations that in any manner affect the services of this Agreement.

6.3.2. In performing the services hereunder, the **CONSULTANT** and its consultants, employees, agents and representatives shall not be deemed or construed to be employees of **OWNER** in any manner whatsoever. Except as otherwise provided in this Agreement, the **CONSULTANT** shall be acting as an independent contractor. The **CONSULTANT** shall not hold itself out as, nor claim to be, an officer or employee of **OWNER** by reason hereof and shall not make any claim, demand or application to or for any right or privilege applicable to an officer or employee of

OWNER. The **CONSULTANT** shall be solely responsible for any claims for wages or compensation by **CONSULTANT'S** employees, agents and representatives, including consultants, and shall save and hold **OWNER** harmless therefrom.

6.3.3. The parties hereto agree that causes of actions between the parties shall be governed by applicable provisions of the Kentucky Revised Statues, and that venue of any legal action shall be a court of appropriate jurisdiction in Fayette County, Kentucky. The parties further agree that Kentucky law shall apply with respect to the interpretation of any provision of this Agreement.

6.4. Successors and Assigns

6.4.1. **CONSULTANT** binds itself and his partners, successors, executors, administrators, assigns and legal representatives to this Agreement in respect to all covenants, agreements, and obligations of this Agreement. **CONSULTANT** shall not assign any interest, obligation or benefit in this Agreement. **CONSULTANT** shall not assign any interest, obligation or benefit in this Agreement nor transfer any interest in the same, whether by assignment or novation, without prior written consent of **OWNER**.

6.4.2. The **CONSULTANT** shall not subcontract more than fifty percent (50%) of the work, based upon dollar value of the work. The **CONSULTANT** shall obtain written approval prior to subletting or assigning any services contained in this Agreement, and consent to sublet or assign any part of this Agreement shall not be construed to relieve the **CONSULTANT** of any responsibility for compliance with the provisions of this Agreement.

6.4.3. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than **OWNER** and **CONSULTANT**.

6.5. Disputes

Except as otherwise provided in this Agreement, any dispute hereunder may be resolved by agreement of the **OWNER'S** Agent (Section 8.1.1) and the **CONSULTANT.** In the absence of such an agreement, the dispute shall be submitted to the **OWNER'S** Commissioner, Department of Environmental Quality & Public Works, whose decision shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith. Pending a final decision of a dispute hereunder, the **CONSULTANT** shall proceed diligently with the performance of the Agreement in accordance with the directions of the **OWNER**.

6.6. Accuracy of CONSULTANT'S Work

The **CONSULTANT** shall be required to perform this Agreement in accordance with the degree of ordinary and reasonable skill and care usually exercised by professional engineers prevailing at the time, place and under similar conditions as the services hereunder are rendered.

The **CONSULTANT** shall be responsible for the accuracy of all work, even though raw data, reports, Drawings and Specifications have been accepted by the **OWNER**, and it shall make any necessary revisions or corrections resulting from its errors and/or omissions for no additional compensation. By submission of reports, soils and subsurface information, quantities estimates, calculations and Drawings and Specifications to the **OWNER**, the **CONSULTANT** has made an incontrovertible representation that the information is accurate within the appropriate standard of skill and care. Failure on the part of **CONSULTANT** to provide the expected level of accuracy may be grounds for the **OWNER** to terminate this Agreement.

6.7. Security Clause

The **CONSULTANT** certifies that he shall not at any time release or divulge any information concerning the services covered by this Agreement to any person or any public or private organization except the **OWNER** without prior approval of the **OWNER** unless required by law

6.8. Access to Records

The **CONSULTANT** and his sub-consultants shall maintain all books, documents, papers, and accounting records, and make such materials available at their respective offices at all reasonable times during the Agreement period and for three (3) years from the date of final payment under the Agreement for inspection by the **OWNER**, and copies thereof shall be furnished if requested. Failure to maintain such records for three (3) years after the date of final payment may be grounds for the **OWNER** to disqualify the **CONSULTANT** from consideration for future consultant engineering Agreements.

6.9. Risk Management Provisions, Insurance and Indemnification

6.9.1. DEFINITIONS

The **CONSULTANT** understands and agrees that the Risk Management Provisions of this Agreement define the responsibilities of the **CONSULTANT** to the **OWNER**.

As used in these Risk Management Provisions, the terms **"CONSULTANT"** and **"OWNER"** shall be defined as follows:

a. **CONSULTANT** means the consultant and its employees, agents, servants, owners, principals, licensees, assigns and subcontractors of any tier.

b. **OWNER** means the Lexington-Fayette Urban County Government and its elected and appointed officials, employees, agents, boards, assigns, volunteers, and successors in interest.

6.9.2. INDEMNIFICATION AND HOLD HARMLESS PROVISION

a. It is understood and agreed by the parties that **CONSULTANT** hereby assumes the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of **CONSULTANT** or its employees, agents, servants, owners, principals, licensees, assigns or subcontractors of any tier (hereinafter "**CONSULTANT**") under or in connection with this agreement and/or the provision of goods or services and the performance or failure to perform any work required thereby.

b. **CONSULTANT** shall indemnify, save, hold harmless and defend the Lexington-Fayette Urban County Government and its elected and appointed officials, employees, agents, volunteers, and successors in interest (hereinafter "**OWNER**") from and against all liability, damages, and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, from or by **CONSULTANT**'s performance or breach of the agreement and/or the provision of goods or services provided that: (a) it is attributable to personal injury, bodily injury, sickness, or death, or to injury to or destruction of property (including the loss of use resulting therefrom), or to or from the negligent acts, errors or omissions or willful misconduct of the **CONSULTANT**; and (b) not caused solely by the active negligence or willful misconduct of **OWNER**.

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

d. In the event **OWNER** is alleged to be liable based upon the above, **CONSULTANT** shall defend such allegations and shall bear all costs, fees and expenses of such defense, including but not limited to, all reasonable attorneys' fees and expenses, court costs, and expert witness fees and expenses, using attorneys approved in writing by **OWNER**, which approval shall not be unreasonably withheld.

e. These provisions shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this agreement.

f. **OWNER** is a political subdivision of the Commonwealth of Kentucky. **CONSULTANT** acknowledges and agrees that **OWNER** is unable to provide indemnity or otherwise save, hold harmless, or defend the **CONSULTANT** in any manner.

6.9.3. FINANCIAL RESPONSIBILITY

The **CONSULTANT** understands and agrees that the **CONSULTANT** shall, prior to final acceptance of the **CONSULTANT'S** proposal and the commencement of any work; demonstrate the ability to assure compliance with the Indemnity Agreement and other provisions of this Agreement.

6.9.4. INSURANCE REQUIREMENTS

6.9.4.1. Required Insurance Coverage

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

Coverage	**Limits**
General Liability (Insurance Services Office Form CG 00 01)	$1 million per occurrence, $2 million aggregate or $2 million combined single limit
Commercial Automobile Liability (Insurance Services Office Form CA 0001)	combined single, $1 million per occurrence
Professional Liability	$1 million per occurrence, $2 million aggregate
Worker's Compensation	Statutory
Employer's Liability	$500,000.00

The policies above shall contain the following conditions:

a. **OWNER** shall be named as an additional insured in the General Liability Policy and

Commercial Automobile Liability Policy.

b. The General Liability Policy shall be primary to any insurance or self-insurance retained by **OWNER**.

c. The General Liability Policy shall include Business Interruption coverage.

d. The Contractor shall carry Builders Risk coverage at a level sufficient to cover the replacement cost of any equipment or machinery used at the work site, if applicable.

e. The General Liability Policy shall include a Pollution Liability endorsement and/or Environmental Casualty coverage unless it is deemed not to apply by **OWNER**.

f. The General Liability Policy shall have a Professional Liability endorsement (including Errors and Omissions), which shall include Business interruption coverage and this policy or endorsement shall include Environmental Casualty coverage for any services performed pursuant to the contract, and/or a separate Professional Liability Policy shall be obtained unless it is deemed not to apply by **OWNER**. (**OWNER** does not need to be named as additional insured).

g. **OWNER** shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.

h. The Professional Liability policy shall be maintained for a minimum of three years beyond the completion date of the project, to the extent commercially available. If not commercially available, **CONSULTANT** shall notify **OWNER** and obtain similar insurance that is commercially available and acceptable to **OWNER**.

i. Said coverage shall be written by insurers acceptable to **OWNER** and shall be in a form acceptable to **OWNER**. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

6.9.4.2. Renewals

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

6.9.4.3. Right to Review, Audit and Inspect

CONSULTANT understands and agrees that **OWNER** may review, audit and inspect any and all of **CONSULTANT'S** records and operations to insure compliance with these Insurance Requirements.

6.9.5. SAFETY AND LOSS CONTROL

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

6.9.6. DEFINITION OF DEFAULT

CONSULTANT understands and agrees that the failure to comply with any of these provisions shall constitute default under this Agreement. **CONSULTANT** also agrees that **OWNER** may elect as its option any single remedy or penalty or any combination of remedies and penalties, as available, including but not limited to purchasing insurance and charging **CONSULTANT** for any such insurance premiums purchased, or suspending or terminating this Agreement.

SECTION 7 - EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Agreement, the **CONSULTANT** agrees as follows:

7.1. The **CONSULTANT** will not discriminate against any employee or application for employment because of race, color, religion, national origin, sex, age, or handicap. The **CONSULTANT** will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, national origin, sex, age, or handicap. Such action shall include, but not be limited to the following: employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. The **CONSULTANT** agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.

7.2.1. The **CONSULTANT** will, in all solicitations or advertisements for employees placed by or on behalf of the **CONSULTANT**, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, sex, age (between forty and seventy), or handicap.

SECTION 8 - SPECIAL PROVISIONS, EXHIBITS, AND SCHEDULES

8.1. This Agreement is subject to the following provisions.

8.1.1. Pursuant to subparagraph 3.4 of this Agreement, **OWNER** has assigned Charles H. Martin, P.E., Director of the Division of Water Quality (the "**OWNER'S** Agent"), as the authorized agent of **OWNER**, to monitor, direct and review the performance of work of the **CONSULTANT**. Documents, data, reports, and all matters associated with carrying out this Agreement shall be addressed to the **OWNER'S** Agent or his designee. Questions by the **CONSULTANT** regarding interpretations of the terms, provisions and requirements under this Agreement shall be addressed to the **OWNER'S** Agent or his designee. The **CONSULTANT** shall look only to the **OWNER'S** Agent or his designee for direction in its performance under this Agreement; no other direction shall be binding upon **OWNER**. **OWNER** shall respond to written requests by **CONSULTANT** within thirty (30) days.

8.2. This Agreement, together with the Incorporated Documents (Section 1.2) constitutes the entire Agreement between **OWNER** and **CONSULTANT** and supersedes all prior written or oral understandings. This Agreement and **EXHIBITS A, B, C and D** and any related schedules or documents may only be amended, supplemented, modified or canceled by a duly executed written instrument.

8.3. **NO THIRD PARTY RIGHTS.** This agreement does not create a contractual relationship with or right of action in favor of a third party against either **OWNER** or **CONSULTANT.**

8.4 **UNENFORCEABLE TERMS/SURVIVABILITY**. If any term or provision of this Agreement shall be found to be illegal or unenforceable, this Agreement shall remain in full force and such term or provision shall be deemed stricken. The provisions of Section 6 of this Agreement shall survive its termination.

8.5. **NON-WAIVER.** The failure of either party to enforce any right reserved to it in this Agreement shall not be a waiver of any such right to which the party is entitled.

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

OWNER:

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

BY: Linda Gorton
LINDA GORTON, MAYOR

CONSULTANT:

Kentucky Engineering Group, PLLC

BY: James C. Thompson

ATTEST:

Deputy Mackenzie Stock
URBAN COUNTY COUNCIL CLERK
COMMONWEALTH OF KENTUCKY)
)
COUNTY OF FAYETTE)

The foregoing Agreement was subscribed, sworn to and acknowledged before me by James C. Thompson, as the duly authorized representative for and on behalf of KY Engineering, on this the 20 day of May, 2025.

My commission expires: 05-11-2026.

Joseph Stewart
NOTARY PUBLIC

JOSEPH STEWART
COMM EXPIRES
05/11/2026
NOTARY
PUBLIC
ID # KYNP50602
STATE AT LARGE, KENTUCKY

653

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/08/2025

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
State Farm
Donna Payne Insurance Agency
State Farm Insurance
501 Willin Way
Mt Sterling Ky 40353

CONTACT NAME: Donna Payne
PHONE (A/C, No, Ext): 859-498-5498 FAX (A/C, No): 866-531-7570
E-MAIL ADDRESS: donna@donnapayne.net

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : State Farm Mutual Automobile Insurance Company	25178
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Kentucky Engineering Group, PLLC
PO Box 1034
Versailles Ky 40383

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	ADD INSD	SUB WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR [X] Business office GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [ ] PRO-JECT [ ] LOC OTHER:			97-AJ-C921-9	08/03/2024	08/03/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ $ 5,000 $ $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY [X] SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY			1408985,1419866,1419881 1563621 1681876 1987431	12/11/24 11/11/2024 03/01/2025 01/30/2025	06/11/2025 11/11/2025 09/01/2025 07/30/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [Y] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		97-KN-7442-6	04/14/2025	04/14/2026	PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Civil Engineering

Business-office policy includes - Pollutant clean up and removal $10,000 limit $1000 deductible

CERTIFICATE HOLDER

Lexington-Fayette Urban County Government,
DWQ
301 Jimmie Campbell Drive
Lexington KY 40504

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 Amy Reed

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ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/08/2025

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

StateFarm

Donna Payne Insurance Agency
State Farm Insurance
501 Willin Way
Mt Sterling Ky 40353

CONTACT NAME: Donna Payne
PHONE (A/C, No, Ext): 859-498-5498 FAX (A/C, No): 866-531-7570
E-MAIL ADDRESS: donna@donnapayne.net

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : State Farm Mutual Automobile Insurance Company	25178
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Kentucky Engineering Group, PLLC
PO Box 1034
Versailles Ky 40383

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	ADD'L INSD	SUB WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
A	AUTOMOBILE LIABILITY			2543270	05/08/2025	11/30/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO			2738357	04/20/2025	10/20/2025	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY ☒ SCHEDULED AUTOS			2921684	02/24/2025	08/24/2025	BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			3079378	01/08/2025	07/08/2025	PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						☐ PER STATUTE ☐ OTH-ER	$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐	N/A					E.L. EACH ACCIDENT	$
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Civil Engineering

Business-office policy includes - Pollutant clean up and removal $10,000 limit $1000 deductible

CERTIFICATE HOLDER

Lexington-Fayette Urban County Government,
DWQ
301 Jimmie Campbell Drive
Lexington KY 40504

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

Amy Reed

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ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/08/2025

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
StateFarm
Donna Payne Insurance Agency
State Farm Insurance
501 Willin Way
Mt Sterling Ky 40353

CONTACT NAME: Donna Payne
PHONE (A/C, No, Ext): 859-498-5498 FAX (A/C, No): 866-531-7570
E-MAIL ADDRESS: donna@donnapayne.net

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : State Farm Mutual Automobile Insurance Company	25178
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Kentucky Engineering Group, PLLC
PO Box 1034
Versailles Ky 40383

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	ADD'L INSD	SUB WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
A	AUTOMOBILE LIABILITY			4168373	02/26/2025	08/26/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS			4330852	12/07/2024	06/07/2025	BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			4632579	04/07/2025	10/07/2025	PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						☐ PER STATUTE ☐ OTH-ER	$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐	N/A					E.L. EACH ACCIDENT	$
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Civil Engineering

Business-office policy includes - Pollutant clean up and removal $10,000 limit $1000 deductible

CERTIFICATE HOLDER

Lexington-Fayette Urban County Government,
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301 Jimmie Campbell Drive
Lexington KY 40504

CANCELLATION

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AUTHORIZED REPRESENTATIVE

Amy Reed

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EXHIBIT A

REQUEST FOR PROPOSALS/

SCOPE OF ENGINEERING SERVICES

AND RELATED MATTERS

RFP#10-2025

Investigation / Design Services for West Hickman WWTP
Aerated Sludge Holding (ASH) Tanks Blower Improvements

Lexington – Fayette Urban County Government (LFUCG) Division of Water Quality

The Lexington-Fayette Urban County Government is accepting proposals from interested consulting engineering firms for the Investigation / Design Services for West Hickman WWTP ASH Tanks Blower Improvements.

1. General Project Description

The CONSULTANT shall perform professional services as hereinafter stated which shall include but is not limited to customary civil, geotechnical, structural, mechanical, electrical engineering, and programming services as related to the Investigation / Design for West Hickman WWTP ASH Tank Blower Improvements Project.

The CONSULTANT will evaluate different options for blowers for the Aerated Sludge Holding Tanks at The West Hickman Creek Wastewater Treatment Plant. Chapter 9 (Aerated Sludge Holding Tanks) of the Operations and Maintenance Manual for West Hickman WWTP from 2000, is included in Appendix A. While reviewing the O&M Manual, please note that ASH Tanks 3 and 4 are the only 2 tanks used. They were covered to be able to control odors from the sludge. Blowers 1 and 3 (60 HP Blowers) are out of service and Blowers 5 and 6 (150 HP Blowers) can, currently, only be used one at a time due to piping limitations. The current layout of the Blowers and Tanks are shown in the drawings included in Appendix B. The current blower arrangement does not allow operations staff the aeration capacity needed. Staff would like to maintain a DO of 2 mg/l in ASH Tanks 3 and 4. A contractor was hired to run parallel piping for the 150 HP Blowers. Once that project is complete staff should be able to maintain a DO of 2mg/l in each tank. The parallel piping is complete, and staff have been collecting data.

The CONSULTANT selected will make recommendations for blowers and piping modifications needed to achieve the operational needs. Blower replacements for the 60 HP blowers are to be considered along with options for the 150 HP blowers. Other equipment related to the operation of the ASH Tanks, includes evaluation of existing electrical capacity; possible ways to reduce the noise of the blowers; moving the existing blowers for better use or purchase new blowers; evaluation of the existing diffusers; and recommendations of any additional SCADA control/monitoring needed. This is not meant to be an all-inclusive list. Attached, in Appendix C, are the original blower specifications and the original diffuser specifications. Pictures of the existing blowers and MCCs are shown in Appendix D.

Currently, funding for this project is 100% sewer fund revenue; no federal fund involvement is expected. There is a possibility of a State Revolving Fund (SRF) Loan.

2. Scope of Work: ASH Tank Blower Improvements Project

The CONSULTANT will evaluate the existing blowers and related equipment. Up to 4 options will be explored.

In the Preliminary Engineering Report (PER), the suggested blower options and rehabilitation of the area will be outlined and any modifications or recommended improvements presented.

A well-developed sequence of construction will be defined. The plant must continue to operate during construction. Shutdowns will be coordinated with plant staff; limitations will be defined in the design documents. The CONSULTANT will need to consider the necessary valve additions, valve replacements, and/or piping modifications to facilitate construction while keeping the ASH Tanks and blowers operational.

The CONSULTANT will also be responsible for all electrical, instrumentation, mechanical, structural, and plumbing design for equipment related to the project. This is not intended to be an all-inclusive list of items to be addressed.

The PER will summarize the options with detailed construction estimates.

A. Task 1: Existing ASH Tank Operations Review

(1) Interview West Hickman Wastewater Treatment Plant Operations and Maintenance staff for input regarding the current process equipment, equipment controls, electrical capacity, aeration piping, diffusers, noise, and functionality related to the existing ASH Tank related operations.

(2) Collect any operational information needed for design.

(3) Review operational data and reports to determine the needs of the operational staff to achieve the necessary parameters to aid in the aeration of the sludge.

(4) Collect any other supporting data needed for design decisions.

(5) Observe the operations and trends for the ASH Tanks.

(6) Complete a review to make sure the design and replacement of the blowers are compliant with NFPA 79 and 820.

B. Task 2: Develop Equipment/Process Replacement Concepts and Schedules

(1) Evaluate blower replacement options. Address all electrical, SCADA controls, noise control, ventilation, lighting, PLC replacement, and building improvements. Meet with plant staff and engineering group to discuss the options.

(2) Prepare a conceptual layout and construction sequence for evaluated options along with design calculations.

(3) Conduct a 20-year life cycle and present worth analysis for each conceptual design evaluated.

(4) Prepare preliminary cost estimates and implementation schedules for all conceptual designs.

(5) Present Preliminary Engineering Report to Treatment Plant Staff and Engineering Group for a review of all conceptual designs and receive guidance for progress towards the final design.

(6) LFUCG will respond in writing to the Preliminary Engineering Report, providing authorization for work under Task 3.

(7) Preliminary Engineering Report will be finalized to document final decisions.

C. Task 3: Detailed Design

(1) Conduct detailed design progress meetings at 25%, 50%, 90% and 100% completion. The dates for these progress meetings will be decided on during the first pre-design meeting. Progress reports and drawings will be submitted one week before the Lexington-Fayette Urban County Government review and comment. (3 copies)

(2) Conduct and present any related design calculations to support the new equipment/process.

(3) Furnish detailed cost estimates for probable cost and revise the 20-year life cycle and present worth analysis for the 50% review and the final design.

(4) Update project schedules at 25%, 50% and 90%.

D. Task 4: Bidding Services

(1) Prepare final plans and specifications ready for bidding. Plans and specifications are to be provided in both hard copy and standard electronic format compatible with Lexington-Fayette Urban County Government equipment. The most recent plans and specifications have been submitted in PDF format. A minimum of 7 copies will be required.

(2) Coordinate and submit plans, specifications, and permit application to the Kentucky Division of Water for the purposes of receiving a construction permit.

(3) Provide customary bidding services including preparation of advertisement, conducting pre-bid meeting, issuing required addenda, evaluating bids and providing a recommendation of award.

E. Task 5: Construction Administration Services

(1) Track, review, and approve all shop drawings.

(2) Track change orders, review requests, recommendation comments, and prepare the paperwork to be submitted to council.

(3) Track and answer all Request for Information (RFIs)

(4) Coordinate and lead monthly construction progress meetings.

(5) Conduct construction inspections and submit weekly reports once construction begins. Please submit estimated hours per week, total hours included for inspections and the hourly rate with your detailed cost estimate

(6) Take before and after photos of all stages of construction.

(7) Review and approve contractor's monthly payment applications.

(8) Attend and maintain test reports for all equipment start-up for the project.

(9) Coordinate final inspection of completed work and prepare the final punch list.

(10) Transfer field notes from the contractor's drawings and submit final as-built drawings to the owner.

NOTE: This outline is not intended to be all-inclusive but is intended to be a guide for prospective firms as to the general expectations of the Owner. The Lexington-Fayette Urban County Government will not compensate firms for the cost of proposal preparation.

F. Task 6: State Revolving Fund (SRF) Program Paperwork

A line has been added but will not be included in the total. Please show the cost necessary to manage the SRF Program Paperwork if an SRF Loan is granted. Base the cost on the SRF Loan Conditions Checklist provided in Appendix E.

3. Detailed Cost Estimates

The CONSULTANT shall prepare a detailed cost estimate for this proposal based on the Tasks defined in this Request for Proposal. The estimate shall show a preliminary schedule estimating the time necessary to complete the Tasks outlined with a unit price associated. The intent of this proposal is to show the number of hours associated with a lump sum fee for the ASH Tanks Blower Improvements Project. If your firm has additional

Tasks that would be recommended show the new Tasks as separate line items with the scope well defined.

4. Proposal Content

The proposal will contain the following components.

A. Cover Letter

B. Scope/fee (Detailed Cost Estimate) – No more than 8 pages. ***The attached Fee Schedule completed with your estimated cost will be the last page in this section.***

C. Estimated Schedule – No more than 4 pages.

D. Project Team with **One-Page** Resumes (Do not submit resumes for individuals contributing less than 10% of total man hours allocated)

E. A list of 5 similar projects with owner contact information. This section shall be no more than 5 pages total.

5. Schedule and Completion

The proposed timeline for completion of the Scope of Services outlined in the proposal is as follows:

ASH Tanks Blower Improvements Project

Award Design Contract	June	2025
Final PER	September	2025
Meeting to Review Final Design – 90% Completion	December	2025
Bid Opening	February	2026
Award of GC Contract	March	2026
RMP Construction Completion	December	2026

The CONSULTANT shall coordinate the exact time and location of all meetings with the Plant Engineering Manager, Division of Water Quality.

NOTE: Schedule may be adjusted based on final negotiations. When submitting the schedule with your proposals please indicate if your firm could complete this project any sooner than the estimated time above. If your experience indicates a shorter construction period based on shorter equipment lead times, the design period can be adjusted.

6. Method of Invoice and Payment

The CONSULTANT shall submit invoices monthly for basic services or work rendered, based upon the CONSULTANT'S estimate of the portion of the total services actually

completed during the billing cycle. Each invoice shall be accompanied by a breakdown of hours attributed to each task for both the billing cycle and the cumulative project period. Also include the percent Disadvantaged Business Enterprise (DBE) cost with each monthly invoice.
The Director of Water Quality or his designee shall respond to the invoice within thirty days of receipt, either denying or approving payment. Specific project time sheets and other payroll information may be subject to reviews and audits by the Lexington-Fayette Urban County Government.

7. Miscellaneous

All plans, specifications and accompanying documents are subject to review by the Lexington-Fayette Urban County Government's Division of Water Quality, Division of Engineering, Division of Risk Management and Division of Building Inspection. The CONSULTANT shall be responsible for incorporating the comments and requirements of the divisions into all documents.

Investigation/Design Services for West Hickman WWTP
Aerated Sludge Holding (ASH) Tanks Blower Improvements Project

Fee Schedule

(For a description of task refer to Section 2 of the RFP)

Section 2

Scope of Work: ASH Tanks Blower Improvements Project

A. Task 1: Existing Process Performance Review

Cost Task 1: _____

B. Task 2: Develop Equipment/Process Replacement Concepts

Cost Task 2: _____

C. Task 3: Detailed Design

Cost Task 3: _____

D. Task 4: Bidding Services

Cost Task 4: _____

E. Task 5: Construction Administration Services

Cost Task 5: _____

Details for Task 5.5 - The total cost should be included in Cost Task 5. Please provide the following breakdown. Estimated Weekly Inspection Hrs/Estimated Total Inspection Hrs/Hourly Rate.

_____ / _____ / _____

Section 2 Total Cost: [ ]

E. Task 6: SRF Loan Conditions Checklist

Cost Task 6: _____

APPENDIX A

Aerated Sludge Holding Tanks O&M (2000)

CHAPTER 9

AERATED SLUDGE HOLDING TANKS

CHAPTER 9

AERATED SLUDGE HOLDING TANKS

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Major Component Description	9-1
Operations	9-2
Aerated Sludge Holding Tanks	9-3

EXHIBIT

8 - Site Piping Plan	9-4

CHAPTER 9

AERATED SLUDGE HOLDING TANKS

PURPOSE:

The purpose of the Aerated Sludge Holding Tanks (ASHT's) Is to provide storage, aeration and compaction of the waste activated sludge (WAS) prior to dewatering. There are several operational schemes that are provided using the ASHT's, these schemes are discussed in the operational procedures of this Chapter.

MAJOR COMPONENT DESCRIPTION

There are four aerated sludge holding tanks, one large and three small. Each tank has fine bubble diffusers located in the tanks floor.

There are two 150 hp blowers dedicated to the large ASHT each blower is capable of 1206 SCFM each at 14.7 psi. The three smaller ASHT's have four 60 hp blowers capable of 471 SCFM each at 14.7 psi. There is also a connected line that allows the use of the large blowers for the small ASHT's or the small blowers for the large ASHT's.

Each ASHT has an 6" telescope valve for transferring solids or decanting supernatant. Two 30 hp transfer pumps rated at 400 gpm at 9- ft/ TDH are also available for transferring the contents of the ASHT's from one to the other. There is also numerous valves and lines that provide transferring the contents from one ASHT to the other.

Drain valves are provided on each ASHT for draining the contents either to the head of WWTP, to another ASHT or to the gravity thickener.

Thickened sludge pumps are provided to pump either from the ASHT's or gravity thickeners to the belt filter presses. There are four thickened sludge pumps rated at 34 gpm to 138 gpm at 217 psi or 72.5 psi respectively.

The thickened sludge pumps have variable frequency drives and are controlled form the belt filter press control panel. This allows the operator to select the desired flow rate. Thickened sludge pumps one through three are dedicated to their respective belt filter presses while number four is a standby, capable to pumping to any press.

There are also included in the basement of the respective ASHT's a recirculation pumping system. All of the ASHT's can be recirculated except No. 4.

OPERATIONS

There are numerous schemes of operation of the ASHT's:

1. Waste Directly to the Large ASHT and set valves so flow overflows to smaller ASHT's in series. The final ASHT would be used for decanting the clear liquid and solids compaction prior to the dewatering at the belt filter presses.
2. Waste directly to the large ASHT and batch transfer by alternating between ASHT's No. 2 and No. 3; decanting from those tanks and then transferring compacted solids to ASHT No. 4 for dewatering via the belt filter presses.
3. Waste to the gravity thickeners then to the ASHT directly to the belt filter presses.
4. Waste to the ASHT then to the gravity thickeners and back to an ASHT for compaction prior to dewatering via the belt filter presses.

The operator must choose the scheme of operation based on conditioning of the waste solids the most efficient and odor free way possible.

Waste sent directly to the ASHT's must be monitored for alkalinity, freshness, dissolved oxygen and odors. Decanting and batch wasting requires considerable operator awareness and time.

The operator must also be aware of the closeness of the neighbors and take whatever steps necessary to prevent objectionable odors and foam that may be blown by winds.

Each ASHT has fine bubble air diffusers and blowers for mixing and some dissolver air addition. The blower capacity is not designed for aerobic digestion and must be utilized to keep the solids fresh.

The ASHT's can be operated in the schemes previously mentioned or any combination the operator chooses. One must remember that the ASHT's purpose is for storage and or compaction prior to dewatering.

AERATED SLUDGE HOLDING TANKS

No. 1

Dimensions

Diameter (ft.)	80
Sidewater Depth (ft.)	30
Diffuser (9")	812
Volume Cubic Feet	150,720
Gallons	1.13 mg
Gallons Per Foot Depth	37,680

No. 2 , 3 and 4

Dimensions

Diameter (ft.)	50 ft.
Sidewater Depth (ft.)	32.3 ft.
Diffuser (9")	312 Each
Volume Cubic Feet	63,448 c.f.
Gallons	.476 mg
Gallons Per Foot Depth	14,719 gals.
Total Storage All	2.558 mg

APPENDIX B

DRAWINGS

Contract No. 1 – Aerated Sludge Holding Tanks	Sheet M-10
Contract No. 1 – Aerated Sludge Holding Tanks	Sheet M-11

0510M10 1/26/99 1/4"=1'

NOTES:

- CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND ELEVATIONS PRIOR TO CONSTRUCTION
- CONTRACTOR SHALL INSTALL A MINIMUM OF 812 FINE BUBBLE 9" ø MEMBRANE DIFFUSERS INSIDE AERATED SLUDGE HOLDING TANK NO. 1 IN ACCORDANCE WITH THE DIFFUSER MANUFACTURER'S INSTRUCTIONS.
- CONTRACTOR SHALL INSTALL NEW 150 HP BLOWERS ON TOP OF EXISTING 18" HIGH CONCRETE EQUIPMENT PADS IN ACCORDANCE WITH THE BLOWER MANUFACTURERS INSTRUCTIONS.
- CONTRACTOR SHALL INSTALL A MINIMUM OF 28 HEADERS WITH A 2'-10" ℄ TO ℄ DISTANCE BETWEEN. PLEASE NOTE THAT HEADER ARRANGEMENT SHOWN ON DRAWING IS FOR REPRESENTATION PURPOSE ONLY.

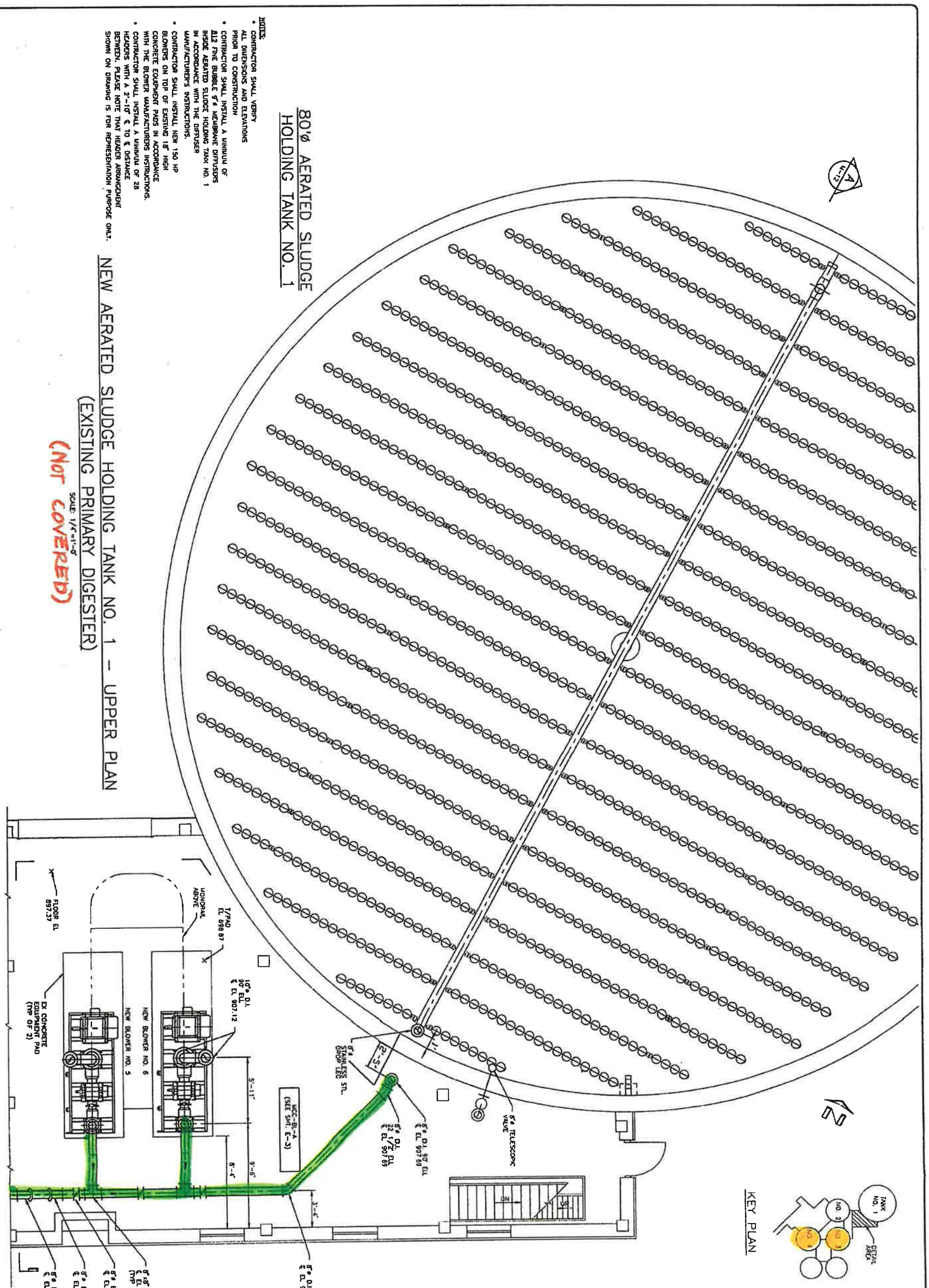
80'ø AERATED SLUDGE HOLDING TANK NO. 1

NEW AERATED SLUDGE HOLDING TANK NO. 1 – UPPER PLAN

(EXISTING PRIMARY DIGESTER)

SCALE: 1/4"=1'-0"

(NOT COVERED)



RECORD DRAWING

THE CHANGES MADE TO THIS DRAWING ARE FROM INFORMATION SUPPLIED DURING CONSTRUCTION

P.D.R./AFFIRUS THAT ALL INFORMATION RECEIVED IS CORRECTLY DEPICTED ON THIS DRAWING.

BY [signature] DATE 5/5/2000

REVIEWED BY [signature] DATE 5/5/2000

SCALE: 1/4"=1'-0"
JOB No.: 98263
DESIGNED BY: MJL
DETAILED BY: JLR
CHECKED BY:
DATE: JAN. 1999

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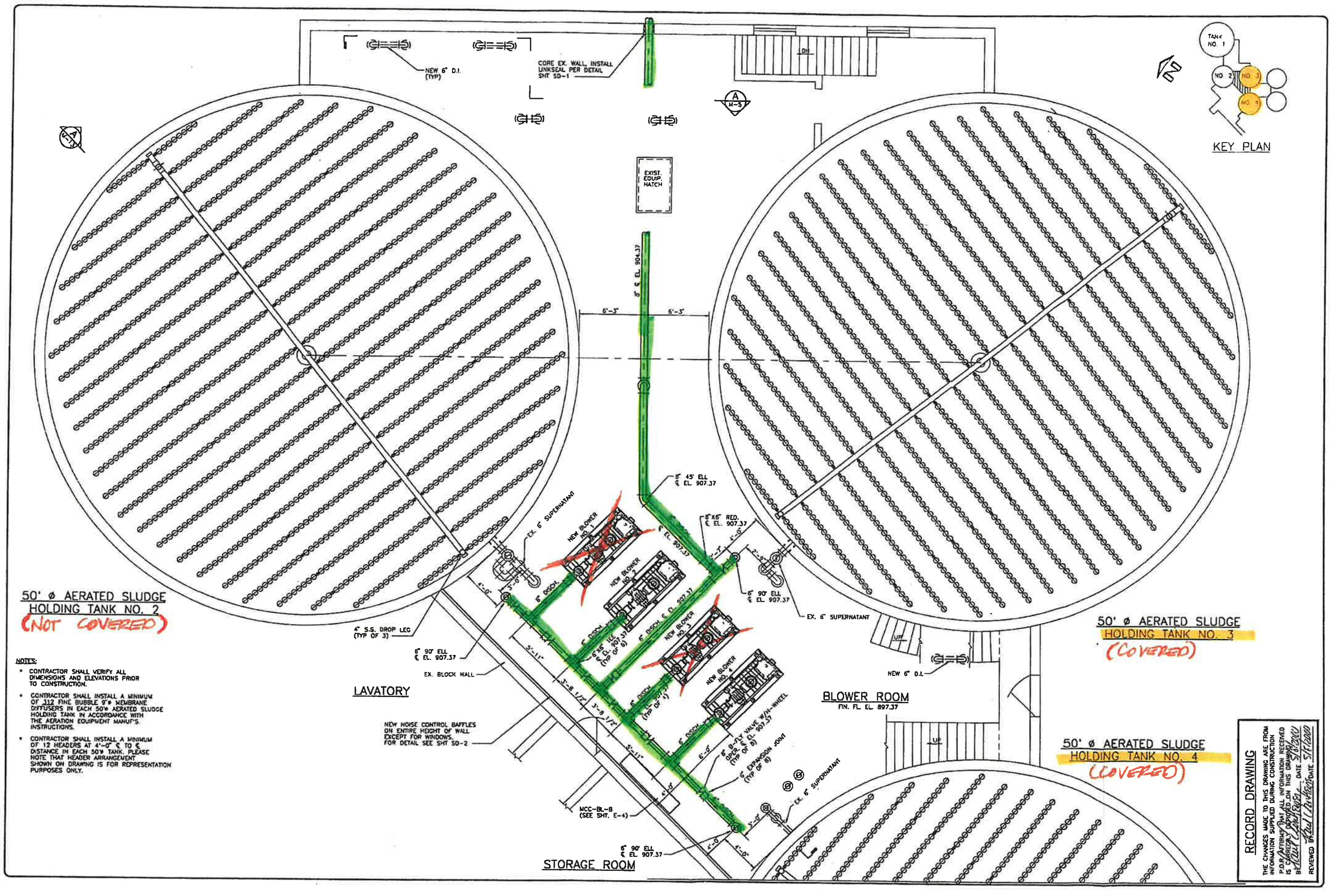
REVISIONS:

SHEET: M-10 OF 20

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
WEST HICKMAN WWTP IMPROVEMENTS
CONTRACT NO 1 – AERATED SLUDGE HOLDING TANKS
LEXINGTON, KENTUCKY

EXISTING DIGESTER MODIFICATIONS
UPPER PLAN – IMPROVEMENTS

PDR Engineers, Inc.
Lexington • Cincinnati • Louisville • Memphis • Huntsville • Owensboro • Indianapolis
800 Corporate Dr. • Lexington, Kentucky 40503 • (606) 223-8000



NOTES:

- CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND ELEVATIONS PRIOR TO CONSTRUCTION.
- CONTRACTOR SHALL INSTALL A MINIMUM OF 312 FINE BUBBLE 9"ø MEMBRANE DIFFUSERS IN EACH 50'ø AERATED SLUDGE HOLDING TANK IN ACCORDANCE WITH THE AERATION EQUIPMENT MANUF'S. INSTRUCTIONS.
- CONTRACTOR SHALL INSTALL A MINIMUM OF 12 HEADERS AT 4'-0" ℄ TO ℄ DISTANCE IN EACH 50'ø TANK. PLEASE NOTE THAT HEADER ARRANGEMENT SHOWN ON DRAWING IS FOR REPRESENTATION PURPOSES ONLY.

RECORD DRAWING
THE CHANGES MADE TO THIS DRAWING ARE FROM INFORMATION SUPPLIED DURING CONSTRUCTION
P.D.R./ATTEST THAT ALL INFORMATION RECEIVED IS CORRECTLY DEPICTED ON THIS DRAWING
BY Robert Cochran DATE 5/8/2000
REVIEWED BY Paul Lawson DATE 5/11/00

PDR Engineers, Inc.
Lexington•Cincinnati•Louisville•Memphis•Huntsville•Owensboro•Indianapolis
800 Corporate Dr. • Lexington, Kentucky 40503 • (606) 223-8000

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
WEST HICKMAN WWTP IMPROVEMENTS - CONTRACT NO. 1
AERATED SLUDGE HOLDING TANKS/ODOR CONTROL SYSTEMS
LEXINGTON, KENTUCKY

EXISTING DIGESTERS MODIFICATIONS
UPPER PLAN – IMPROVEMENTS

SCALE:	1/4"=1'-0"
JOB No.:	98263
DESIGNED BY:	MLL
DETAILED BY:	JLP
CHECKED BY:	
DATE:	JAN, 1999

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REVISIONS

SHEET: M-11 OF 20

0510M11 1/26/99 1/4"=1'

APPENDIX C

Specifications – 1999 Project

Section 11372 Aeration Blowers
Section 11376 Air Diffuser Systems

SECTION 11372

AERATION BLOWERS

PART 1 - GENERAL

1.01 WORK INCLUDED

A. Furnish and install all rotary positive displacement blowers as described herein and as shown on the Drawings. Installation shall include all piping, electrical and controls required for the complete system.

B. Mechanical systems for the work herein specified include:

1. Pipe and pipe fittings.
2. Insulation.
3. Supports, anchors and seals.
4. Concrete grouting.
5. Instrumentation.
6. Controls.
7. Electrical.
8. Adjustment and start-up.

1.02 RELATED WORK

A. Section 02610 - Process Pipe and Fittings.

B. Section 02640 - Valves.

C. Section 16050 - General Electrical Provisions.

D. Section 16150 - Motors.

1.03 DESCRIPTION OF SYSTEM

The blowers shall be of the straight, two lobe involute, rotary positive displacement design, Roots Division, Dresser Industries, Inc., or equal. The blowers shall be designed to operate continuously without overheating or overloading the motor at any discharge pressure up to an including relief valve set pressure, as specified.

A. Blowers for 50' diameter sludge holding tanks:

Model No.: 409 RAM-J
Blower Quantity: 4
Flow rate: 471 SCFM (measured at 14.7 PSIA, 68 F, and 35% R.H.)

Inlet volume: 541 ACFM (measured at blower inlet flange)
Barometric pressure: 14.2 PSIA (900 ft. elevation)
Inlet pressure: 14.02 PSIA @ blower inlet flange
Inlet temperature: 95°F
Relative humidity: 85%
Discharge pressure: 29.32 PSIA (measured at blower discharge flange)
Maximum design capability of blower: 18 PSIG
Maximum blower speed: 3000 RPM
Maximum gear tip speed: 3450 FPM
Maximum power consumption: 52 BHP @ blower shaft ±4%
Motor: 60 HP, 460 volts, 60 Hz, 3 phase

B. Blowers for 80' diameter sludge holding tank:

Model No. 715 RCS-J
Blower Quantity: 2
Flow rate: 1206 SCFM (measured at 14.7 PSIA, 68 F, and 35% R.H.)
Inlet volume: 1436 FM (measured at blower inlet flange)
Barometric pressure: 14.2 PSIA (900 ft. elevation)
Inlet pressure: 14.02 PSIA @ blower inlet flange
Inlet temperature: 95°F
Relative humidity: 85%
Discharge pressure: 28.45 PSIA (measured at blower discharge flange)
Maximum design capability of blower: 15 PSIG
Maximum blower speed: 1950 RPM
Maximum gear tip speed: 3570 FPM
Maximum power consumption: 132 BHP @ blower shaft ±4%
Motor: 150 HP, 460 volts, 60 Hz, 3 phase

The actual inlet CFM design rating shall be guaranteed with and allowable tolerance of ±4%.

1.04 SUBMITTAL

A. Submit to the Engineer in accordance with Section 01300 for shop drawings, installation drawings, foundation and setting plans, schematics and wiring diagrams, detailed dimensions drawings and materials of construction for each equipment item being furnished.

B. Submit the following pertinent operating data for the low pressure air supply equipment:

1. Blower data, including performance curves indicating the blower flow capacity and horsepower requirements throughout the range of operation.

2. Motors:

   a. Manufacturer
   b. Enclosure
   c. HP, RPM, Volts, Hz, Phase
   d. Service factor
   e. Insulation
   f. Temperature rise rating
   g. Efficiency and power factor rating full load, 3/4 and ½ load

3. Drive data.

4. Inlet filter units and silencers.

5. Valves, including check valves, relief valves and isolation valves, as applicable.

6. Statement signed by an officer of the blower manufacturer that the supplier of the equipment is an authorized representative of the blower manufacturer schooled and experienced in the design and fabrication of their blower packages. there shall be a statement that the supplier of the equipment will stock parts and be able to service the blowers supplied within a 100-mile radius of the plant.

C. Installation, operation and maintenance manuals shall be submitted in accordance with Section 01300.

D. Complete information regarding the factory applied painting system to be used.

1.05 SPECIAL TOOLS AND SPARE PARTS

A. Any special tools required to perform routine maintenance functions, such as replacement of gears and bearings, shall be furnished with the blowers.

B. The following spare parts, as applicable, shall be furnished with the equipment:

1. One (1) complete set of gaskets, seals, o-rings and bearings for each blower.

2. One (1) complete set of V-belts of each size for each blower.

3. One (1) complete set of filter elements for each inlet filter.

PART 2 - PRODUCTS

2.01 GENERAL

A. All equipment shall be designed and proportioned to have liberal strength, stability and stiffness and shall be especially adapted for the intended service. Ample room and facilities shall be provided for inspection, repairs and adjustments.

B. Blower bases shall be rigidly and accurately anchored into position. All equipment base anchor bolts, nuts and washers shall be furnished by the blower manufacturer and installed by the Contractor.

C. The blower manufacturer shall furnish the drive motors and factory mount and align the motor, drive and blower on a common base of cast iron or steel fabrication.

D. Nameplates stating the manufacturer, serial number and design operating characteristics shall be rigidly attached to each major piece of equipment.

E. The blower shall be shipped with openings sealed after injection of rust inhibiting powder and shall include ten (1) copies of instruction manuals and parts lists.

F. The Contractor shall furnish and install all interconnecting piping and wiring, gaskets, bolts, nuts, washers and anchor bolts for auxiliary equipment to complete the system as shown on the Drawings and specified herein.

2.02 BLOWERS

A. The air blowers shall be of the rotary positive displacement type as described in Paragraph 1.03 and be constructed with inlet and discharge connections as shown on the Drawings.

B. The blower case shall be of one piece construction with separate headplates and shall be made of close-grained cast iron suitably ribbed to prevent distortion under the specified operating conditions.

C. The impellers and shafts shall be made from a common ductile iron casting with a tensile strength of at least 60,000 psi and shall operate without ribbing or liquid meals or lubrication. The impellers shall be statically and dynamically balanced by removing metal from the impeller body.

D. The impellers shall be timed by a pair of accurately machined steel gears. The wide faced spur gears shall be carburized and ground and manufactured to AGMA standards and operate in an oil bath. The gears shall be mounted on the impeller shafts on a tapered fit and secured by locknuts.

E. Each impeller and shaft assembly shall be supported by cylindrical roller bearings sized for a design B-10 bearing life of over 50,000 hours. The drive end bearings shall be fixed axially to control the axial location of the impeller assembly in the unit. The drive end bearings and the gear end bearings shall be splash lubricated from oil reservoir on each end.

F. A double sealing arrangement shall be provided to prevent lubricant from contaminating the air stream. Each bearing shall be provided with a positive lip type oil seal designed to prevent lubricant from entering the air stream and a rotary piston ring seal designed to reduce air leakage at the point where the shaft extends through the headplate of the blower casing. Further provision shall be made to vent the area between the two sealing systems to atmosphere to relieve excessive pressure on the seals.

2.03 MOTORS AND DRIVES

A. Each blower shall be driven by a horizontal, constant speed, NEMA design B, 1750 RPM motor. Motor horsepower shall be as specified in Paragraph 1.03; however, the motors shall be sized so they will not be overloaded nor have their service factor reduced when the blower is operating at the maximum design speed and differential pressure. The motor enclosure design shall be TEFC and the motor shall have a service factor rating of 1.15. Motor shall meet or exceed the requirements of Section 16150.

B. The motor shall be direct connected to the blower with a Falk Steelflex, or equal, drive coupling or shall drive the blower through heavy duty multiple V-belts. Motor bases shall incorporate a means to easily adjust belt tension. Drive guards shall be provided in accordance with OSHA.

C. Each motor shall be supplied with an extra stainless steel nameplate to be turned over to the electrical contractor. These nameplates will be epoxied on the inside of each starter bucket.

2.04 BLOWER ACCESSORY EQUIPMENT

A. Each blower shall be provided with anchor bolts, inlet filter, inlet silencer, inlet and discharge expansion joints, discharge silencer, combination pressure relief and unloading valve or spring type pressure relief valve, check valve, thermometer and other accessories as shown on the Drawings.

B. Inlet filters shall be of the dry element type having a washable filter media complete with weather hood. Efficiency shall be 90% or better on 10 micron material. The filter shall be sized to pass 100% of the blower flow with a pressure drop not to exceed 3 inches of W.C. for a clean filter. (NOTE: Size air filter for minimum of maintenance/replacement with greater than 60 days of continuous service without maintenance. The size of the air filter is the entire responsibility of the Blower Manufacturer.)

C. Inlet silencers shall be of the chamber-absorptive type with top inlet and side outlet connection to match the blower connection as shown on the Drawings, with capacity not less than 541 CFM (409 RAM-J Blower), and 1436 CFM (715 RCS-J Blower). The silencer shall be sized for 100% of the blower flow with a pressure drop not to exceed 5.5 inches of W.C. The silencer shall be provided with supporting legs, shall be all welded steel construction and shall be Model No. RISY-5 (409 RAM-J), and RIS-8 (715 RCS-J) manufactured by Universal, or equal.

D. Discharge silencers shall be of the chamber-absorptive type with side inlet and top discharge and connection sized as shown on the Drawings. The silencer shall be sized such that a pressure drop of 5.5 inches W.C. will not be exceeded at the specified blower operation conditions. The silencer shall be provided with supporting legs, shall be all welded steel construction, and shall be Model No. SDY-5 (409 RAM-J), and SDY-8 (715 RCS-J) as manufactured by Universal, or equal.

E. Expansion joints or flexible connectors shall be provided at the inlet and discharge of the blower. The joints shall be of the single arch style and designed for the maximum temperature, pressure and vibration that may result from operation of the system. The joint shall be sized to match the blower connections. A control unit shall be provided to limit the axial movement of the discharge expansion joint.

F. A combination relief and unloading valve shall be provided in the blower discharge piping. The valve shall be pilot operated by blower line pressure and shall have no accumulation. The valve shall have an aluminum body and stainless steel tubing. The elastomers shall be suitable for intended service. A solenoid valve shall be provided and mounted on the valve for automatic unloading. A backflow preventer device shall be provided where necessary. In applications where unloading valves are not required, a spring type pressure relief valve may be used. The valve shall be sized by the blower manufacturer to relieve the entire discharge flow without overloading the blower.

G. Local thermometers for indicating the discharge air temperatures and bearing temperatures. The case shall be of phenolic or aluminum with white laminated plastic dial. The unit shall have a 4-1/2" dial with a range of approximately 50 to 500° F. for air and shall have appropriate range for the bearings and shall have a accuracy of at least 1 percent of scale range.

H. The blower discharge pressure shall be measured by a wall mounted manometer. They shall be the direct reading, wall type using mercury and shall be graduated in pounds and tenths of pounds; range shall be 0 to 20 psi. Wetted parts shall be of semi-steel. Scales shall be adjustable. The units shall be sealed from moisture. Suitable drain, fill, vent plugs and 1/4 inch pressure connection shall be included. The manometer shall be as manufactured by Meriam Instrument Company, or equal.

I. A wafer type check valve shall be installed in the blower discharge piping, downstream of the silencer and relief valve. The check valve shall have a cast-iron body, stainless steel pin and spring and two-semi-circular cast-iron or aluminum pates. The seat material shall be either Viton or Silicone for high temperature operations.

PART 3 - EXECUTION

3.01 INSTALLATION

A. The blowers and accessories shall be in accordance with the approved shop drawings and the manufacturer's instructions.

B. Each blower shall be shipped with openings sealed after injection of rust inhibiting powder.

C. Installation shall include the furnishing and installation of all supports and bracing as required to support the blowers, silencers and piping and to prevent any excessive vibration or movement which may be harmful to the equipment.

D. Each blower shall be given a factory mechanical test to ensure mechanical integrity. All adjustments required for smooth operation and reliability shall be made prior to shipment.

E. An authorized factory representative shall inspect the complete air blower system and provide a written certification that the equipment has been properly installed and aligned.

F. Each blower shall be equipped with its individual air intake filter assembly. Air filters shall be capable of allowing greater than 60 days of continuous operation without maintenance and without causing excessive blower heat (due to lack of air flow).

3.02 PAINTING

A. The blowers and accessories shall receive a factory applied coating in accordance with the manufacturer's standard.

B. Field painting shall be performed by the Contractor and is described in Section 09900.

3.03 MANUFACTURER'S SERVICE

A. The equipment manufacturer shall supply and verify the installation of the equipment included in this work.

B. Tests:

1. Each blower shall be given a factory mechanical test to assure mechanical integrity and a slip test to confirm capacity. If the tests indicate that adjustments are necessary to ensure conformance to the manufacturer's standards, such adjustments shall be made prior to shipment.

2. Successful performance, as indicated by this test, shall be considered as the basis for acceptance by the Engineer. Certified copies of the test results shall be submitted to the Engineer.

C. The blowers and accessories shall be a complete package by the blower manufacturer's authorized supplier who has provided systems on a minimum of 10 similar projects, the same size or larger than those specified herein, that have been in successful operation of wastewater treatment plants for a minimum of 5 years.

3.04 TECHNICAL ASSISTANCE

The Contractor shall furnish the services of an experienced and qualified manufacturer's technician to supervise the installation, start-up and calibration of the equipment specified in this Section.

3.05 FIELD TESTING

Each blower with its valving and accessories shall be field tested to show that they comply with these specifications. The verification shall include:

A. Blower speed.

B. Proper operation of check valves, butterfly valves and pressure relief valves.

C. Proper operation of all gages and sensors.

D. Proper operation of controls.

3.06 WARRANTY

The blowers and all associated equipment shall be warranted for one (1) year after acceptance by the ENGINEER.

- END OF SECTION -

SECTION 11376

AIR DIFFUSER SYSTEMS

PART 1 - GENERAL

1.01 SCOPE OF WORK

A. Furnish, install and test aeration piping and fine bubble diffuser systems, including air mains, drop pipes, valves, expansion joints, couplings, diffusers, supports and appurtenances necessary to make the aeration systems complete and operable as indicated on the Drawings and herein specified. Diffuser systems shall be provided in the three (3) 50' diameter sludge holding tanks, and one (1) 80' diameter sludge holding tank at the West Hickman Wastewater Treatment Plant.

B. Pipe diameters shall be as shown on the Drawings. Smaller pipe diameters will not be permitted.

1.02 RELATED WORK

A. Special requirements for equipment are included in Sections 01300 and 01730.

B. Mechanical piping, valves, pipe hangers and supports are included in the respective Sections of Divisions 2 and 15.

1.03 QUALIFICATIONS

The equipment covered by these specifications shall be obtained from a single manufacturer. The equipment covered by these specifications are intended to be standard aeration equipment of proven ability as manufactured by a reputable manufacturer having significant experience in the production of diffuser aeration systems. The equipment furnished shall be designed, constructed, and installed in accordance with the best practice and methods and shall operate satisfactorily when installed. The aeration equipment shall be as manufactured by Sanitaire Water Pollution Control Corp. The diffusers shall be "Silver Series" as manufactured by Sanitaire.

1.04 SUBMITTALS

A. Copies of all materials required to establish compliance with the Specifications shall be submitted in accordance with Section 01300. Submittals shall include at least the following:

1. Literature and drawings describing the equipment in sufficient details, including parts list and materials and details of construction, to indicate full compliance with the detail Specifications.

2. Certified dimensional drawings of each item of equipment auxiliary apparatus to be furnished.

3. Certified foundation and anchor bolt plans and details.

4. Bolts and nuts materials and dimensions.

5. A sample diffuser.

B. The Contractor shall submit the following information from the air diffuser supplier to the Engineer for approval.

1. Structural calculations showing that the new diffuser connections, new header and drop pipe assembly are capable of withstanding all forces exerted upon them in operation.

2. Certified diffuser performance tests as specified herein.

3. A one year warranty on all materials supplied to cover material defects and diffuser performance. The warranty shall include the costs of replacing any defective materials and diffusers with new ones including labor. The warranty period shall begin after acceptance of the system by the Engineer.

4. For manufacturer's not listed, a reference list of similar installations shall be supplied with equipment submittal. This list shall include names, telephone number and application. A minimum of five installation shall be provided. The diffusers shall be proven to provide reliable, trouble-free performance in wastewater.

1.05 OPERATING INSTRUCTIONS

A. Operating and maintenance instructions shall be furnished to the Engineer as provided for in Section 01730.

B. A factory representative who has complete knowledge of proper operation and maintenance of the diffuser systems shall be provided for one (1) day to instruct representatives of the Owner on proper operation and maintenance.

1.06 TOOLS AND SPARE PARTS

A. The required spare parts for the diffuser assembles shall be those as recommended by the manufacturer and shall include, as minimum, all special tools required for normal operation and maintenance including one (1) retaining ring spanner wrench, and spare diffuser membranes the amount of which shall be equal to 5% of the total number installed.

B. All spare parts shall be packed in containers which are clearly identified with indelible markings on containers.

PART 2 - PRODUCTS

2.01 PERFORMANCE

Diffuser performance data shall be submitted to the Engineer as defined in Part 3.02 of this section.

2.02 STAINLESS STEEL MATERIALS AND FABRICATION

A. Fabricate all welded parts and assemblies from sheets and plates of 304L stainless steel. Fabricate non-welded parts and pieces from sheets and plates of 304 stainless steel.

B. Pickle all stainless steel assemblies and parts after welding, fabrication and wire brushing by complete immersion in an acid solution as specified in ASTM A380-88, Section 6.2.11. The acid shall be a nitric-hydrofluoric solution as defined in Table A2.1., Annex A2 of ASTM A380. Provide a final rinse using

ordinary industrial or potable water and dry in conformance with Section 8.3 of ASTM A380. Corrosion protection techniques not employing full immersion methods will not be acceptable.

C. Do all welding in the factory using MIG, TIG or plasma-arc welding inert gas processes. Field welding will NOT be permitted.

2.03 CPVC MATERIALS AND FABRICATION

A. Produce all CPVC pipe and fittings from CPVC compound with a minimum tensile strength of 7000 PSI.

B. Provide lower drop pipes and manifolds of the diameter shown on the drawings with a minimum Schedule 40 wall for 6" and larger sizes and SDR 33.5 for 4" diameter sizes. Schedule 40 material shall comply with ASTM specification D1784, D1785 and D2466. SDR material shall comply with ASTM D3915 and D3034.

C. Provide 4" diameter distribution headers as shown on the drawings with a maximum outside diameter to wall thickness ratio of SDR 33.5. SDR material shall comply with ASTM specifications D3915 and D3034.

D. Add two parts by weight of titanium dioxide per 100 parts of resin to CPVC compounds for air distribution headers, diffuser element holders and retainer rings to minimize ultraviolet light degradation.

E. Factory solvent weld all CPVC joints. Field solvent welding will NOT be permitted.

2.04 MEMBRANE MATERIALS AND FABRICATION

A. Manufacture circular membrane diffuser discs of EPDM synthetic rubber compound with precision die formed slits. Thermoplastic materials such as plasticized PVC or polyurethane will NOT be acceptable.

B. Diffuser shall be a one-piece compression molded part with a minimum thickness of 0.080" for nominal 9-inch diameter unit. This part thickness shall limit the maximum tensile stress of the rubber membrane to 10 psi when operating at 2.4 SCFM per square foot of membrane media. Larger disc diffusers shall be proportionately thicker to limit the maximum tensile stress at the specified air rate.

C. The EPDM rubber compound shall have the following minimum characteristics:

	VALUE/UNITS	ASTM
Base Polymer	EPDM	
UV Resistance	Carbon Black	
Specific Gravity	1.25 or Less	
Ozone Resistance	Pass	D1171
Durometer, Shore A: 2240	60 Point ±5	
Tensile Strength	1450 psi	D412
Elongation at Break	500%	D412
Accelerated Aging Max. Compression Set		
@ 23°C, 22 hrs.	20%	D573
@ 70°C, 22 hrs.	40%	

D. Furnish diffuser membranes with uniform distribution of air bubble release across the active surface of the diffuser element when submerged in water. Manufacture membrane discs with integral sealing gasket.

E. Furnish diffuser membranes to meet or exceed the following criteria:

1. Membrane shall collapse and seal when aeration system air is turned off.

2. Membrane shall be able to collapse onto support base when air is not being diffused.

2.05 MEMBRANE AERATION SYSTEM EQUIPMENT COMPONENTS

A. Provide a 304L stainless steel and CPVC drop pipe from air main connection to a point approximately 3' above the manifold.

B. Provide CPVC manifolds as shown on the drawings perpendicular to the air distribution headers. Support manifold with a minimum of two stainless steel supports. Maximum spacing between supports shall not exceed 8'. Design manifold, connections and supports to resist thrust generated by expansion or contraction of the air distribution headers. Furnish manifolds for long-term exposure to 130°F mean-wall temperatures. Fabricate manifolds with 4" diameter fixed joint connection to each air distribution header.

C. Provide 4" diameter SDR 33.5 CPVC air distribution headers as shown on the drawings perpendicular to the air manifold

1. Join sections of distribution headers with positive fixed threaded union or flange type joints to prevent blow apart. All underwater joints shall be positive locking type. Push on, bell in spigot or expansion type joints will NOT be acceptable.

2. Fabricate distribution headers with diffuser element holders factory solvent welded to the crown of the header. Attach diffuser element holders to distribution headers to resist a dead load of 200 lbs. applied vertically to the outer most edge of the diffuser holder.

3. Support each section of distribution header with a minimum of two supports having a maximum spacing 7.5'. Distribution header supports, or guides, shall allow longitudinal movement of the header section to prevent stress build-up in the header due to thermal expansion/contraction forces. Guide supports that clamp or grip the header will be unacceptable.

2.06 DIFFUSER ASSEMBLIES

A. Furnish diffuser assemblies consisting of a diffuser membrane with integral gasket, diffuser holder, air flow control orifice and retaining device. Diffusers utilizing ceramic or plastic type diffusion media elements will not be acceptable as alternatives to the membrane disc design. Diffusers that require a center bolt to limit membrane deflection will not be allowed.

B. Furnish CPVC diffuser element holders with an air plenum chamber blow the diffuser support plate. Provide a mechanism to attach the diffuser to the holder.

1. Element holders shall provide peripheral edge support for the membrane diffuser element.

2. Solvent weld element holders to the distribution headers in the factory to resist dead load of 200 lbs. applied vertically to the outer edge of the diffuser unit.

3. Furnish retaining device to securely hold and seal the membrane diffuser to the holder.

   a. Design diffuser assembly and retaining device to prevent air escape at the diffuser element-sealing gasket interface. Make gasket integral with diffuser membrane.

   b. Provide a method to vary the applied sealing force between the sealing gasket and membrane diffuser. Sealing method or retaining device shall generate a minimum of 50 pounds per inch of circumference of the sealing gasket to provide a long-term positive seal and prevent air escape except through the active area of the diffuser membrane.

4. Provide screw-on retainer rings with a positive o-ring seat and a minimum of 2½ complete threads for engagement. Threads shall have a minimum cross section of 1/8 inch. Alternatives utilizing a threaded nipple design for attaching diffuser to header must use stainless steel nipples and stainless steel inserts molded into the CPVC headers. Threading the diffuser directly into a hole tapped into the header shall not be allowed unless the header is a minimum of Schedule 80.

2.07 SUPPORTS

A. Manifold supports shall include manifold hold-down, guide straps, anchor bolts and supporting structure. Guide straps shall be a minimum 2" wide. Provide supports with a mechanism to provide for plus or minus 2" vertical adjustment for alignment of the manifold in the field. Supports shall be designed to allow for complete removal from the tank (less anchor bolt) to facilitate cleaning and maintenance of tank bottom.

B. Air Distribution Header Supports

1. Provide stainless steel air distribution header supports of both guide and fixed type to allow for expansion of the system. Supports shall be designed to allow for complete removal from the tank (less anchor bolt) to facilitate cleaning and maintenance of tank bottom.

2. Guide supports shall consist of a self-limiting hold down and sliding mechanism. Hold down and sliding mechanism shall provide a full circumferential 1.5" wide contoured bearing surface with chamfered leading edges to minimize binding of the air distribution header. Sliding mechanism shall provide minimum resistance to movement of the air distribution header under full buoyant up-lift load. Mechanism shall provide 1/8" clearance around header and be self-limiting if the mechanism is overtightened. Worm gear clamps shall not be utilized for attaching header pipe to supports.

3. Fixed supports shall consist of a hold down mechanism and self-limiting clamp device. Hold down mechanism and clamp shall provide a full circumferential 1.5" wide contoured bearing surface for the air distribution header. Clamping device shall positively grip the air distribution header when tight and be self-limiting to prevent overstressing the header if the clamp is overtightened. Worm gear clamps shall not be utilized for attaching header pipe to supports.

4. Provide supports with a mechanism to provide for plus or minus 1.5" vertical adjustment for alignment of the air distribution headers in the field. Adjusting and aligning mechanism shall be infinitely adjustable within its limits to allow precise leveling of the air distribution headers and diffuser assemblies to within plus or minus 1/4" of a common horizontal plane without removing the header from the support.

5. Attach supports to tank floor with one stainless steel expansion type anchor bolt designed for embedment in 3000 psi concrete. Size anchor bolts with pull-out strength, design safety factor of 4 or more.

2.08 HEADER AND MANIFOLD PIPE JOINTS

A. Provide positive type connection joints bolted of flanged or threaded union type for all submerged header and manifold joints.

B. Bell and spigot, slip on or expansion type joints shall not be utilized for submerged joints. All joints must be positive locking type.

C. Threaded union joints shall consist of a spigot section solvent welded to one end of a distribution header, a threaded socket section solvent welded to the mating distribution header, an "O" ring gasket and a threaded screw on retainer ring. Solvent welding shall be done in the factory. Flanged joints shall be of follower type with stainless steel hardware and shall have standard 125 lb. drilling.

2.09 DRAINLINE, SUMP AND AIRLIFT PURGE SYSTEM

A. Furnish one CPVC drainline, sump, airlift purge eductor line and eductor carrier column to drain the entire submerged aeration piping system for each aeration grid.

B. Construct each aeration grid with an integral drainline terminating at a sump. The sump bottom elevation shall be lower than the invert of the air distribution headers and drainline.

2.10 WORKMANSHIP AND DESIGN

A. All parts of the equipment shall be amply proportioned for long, continuous, and uninterrupted service. Provision shall be made for easy access for service or replacement of parts. Corresponding parts of multiple units shall be interchangeable. Except as otherwise specified, steel members which are not stainless steel shall have a minimum thickness of 1/4 in. and bolts a minimum diameter of ½ in.

B. Workmanship shall be first class in all respects. All welding shall be in accordance with the latest applicable codes of the American Welding Society. Welding on the submerged piping and equipment shall be completed in the factory. Field welding shall not be permitted.

C. Interior weld beads shall be smooth, evenly distributed, with an interior projection not exceeding 1/16 in. beyond the I.D. of the air header or fitting.

D. The outside weld area shall be wire brushed. Brushes shall be of stainless steel and used only on stainless steel. All discoloration and deposits left by welding shall be removed by pickling.

E. After fabrication all stainless steel assemblies and parts shall be passivated by immersion in a pickling-solution of 6 percent nitric acid and 3 percent hydrofluoric acid at 140°F for a minimum of 15

minutes. Parts shall be free of iron particles or other foreign material. A complete neutralizing operation shall be required by immersion in a trisodium phosphate rinse.

PART 3 - EXECUTION

3.01 INSTALLATION

A. The installation of the main aeration equipment shall be as specified by the equipment manufacturer and as indicated on the Drawings. All labor and materials necessary for the installation, and the necessary testing apparatus required for testing the equipment shall be furnished by the Contractor at no additional cost to the OWNER. The placing of diffusers shall not begin until the Engineer's approval has been obtained. Prior to connecting the diffusers to the headers, the Contractor shall carefully clean all piping, headers, and accessories through which air is delivered, so that all dust, dirt, oil, grease, or other foreign material will be removed from contact with the air being blown through the tubes. This cleaning shall be done with clean water at a velocity of two or three feet per second.

B. Diffusers shall be installed as shown in conformance with the recommendations of the manufacturer. Particular care shall be taken by the Contractor to ensure that all diffuser air connections on a single header are installed in a single horizontal plane within a tolerance of plus or minus 1/4 inch. Particular care shall be taken by the Contractor to ensure all distribution headers are installed in a single horizontal plane within a tolerance of plus or minus 1/4 inch. All diffusers and distribution headers found to be out of tolerance shall be reinstalled to place into tolerance by the Contractor at no additional cost to the Owner.

C. Provide the services of a competent factory representative familiar with the installation of fine bubble membrane aeration equipment as required for three (3) days to assist the Contractor in proper installation of the equipment and instruct the Owner's personnel in the equipment's operation and maintenance.

3.02 FACTORY TESTS

A. Air diffuser equipment installed shall be tested for oxygen transfer efficiency and mixing capability. The Contractor shall submit to the Engineer certified test data and calculations from the manufacturer to show what the headloss and oxygen transfer efficiencies are. The diffuser system tested must either be the equipment to be actually installed or identical equipment.

B. The Contractor shall provide any and all modifications to the equipment necessary to achieve performance standards.

C. Prior to installation, the air diffusion equipment shall be tested to demonstrate the capability of the equipment to meet the oxygen transfer requirements as specified.

1. The tests shall be conducted in general conformance with the procedures outlined in the Water Pollution Control Federation Manual of Practice No. 5 dated 1971, Section 2.4. Cobalt catalyst addition shall not be greater than 0.05 mg/l.

2. The tests shall be performed in test tanks having similar cross section as the tanks in which the equipment is to be installed. The test tank shall have a minimum length of 20 feet.

3. The aeration equipment shall be installed in the test tank in the same configuration and submergence as specified for the tanks in which it is to be installed.

4. The test tank shall be thoroughly cleaned and inspected prior to testing.

5. The tank shall be filled to the required depth with clear tap water. The test water temperature shall be maintained between 18 degrees C and 22 degrees C. Before the first test and after the last test on each batch of test water, a sample of tank water shall be withdrawn for possible water analysis.

6. A total of five tests at each transfer rate shall be conducted on the accepted diffuser arrangement.

7. In order to determine the value of saturation dissolved oxygen concentration (c*, mg/l), the tests shall be performed for a period of time not less than 4 divided by the estimated overall mass transfer coefficient (KLa, 1/hr) of the equipment being tested. Where deemed necessary by the Engineer, the tests shall be performed for period of time of up to 6 divided by KLa.

8. These tests may be conducted at the manufacturer's facility. Costs for the testing shall be included in the contract price.

9. Test data shall be analyzed by methods which are acceptable to the Engineer and are in conformance with the latest recommendations of the Subcommittee on Oxygen Transfer Standards of the American Society of Civil Engineers.

10. Prior to the shop tests, the Contractor shall submit to the Engineer the following information for review:

    a. Detail arrangement drawings for the equipment.

    b. Detail drawings of supports, connections, expansion joints, and diffuser connectors.

    c. Manufacturing specifications and tolerances for equipment.

    d. Complete head loss calculations for the equipment from the manufacturer's point of responsibility.

    e. Diffuser details.

    f. Performance guarantee for oxygen transfer and head loss.

    g. Complete description of shop test.

    h. Certified test data from previous similar tests which supports oxygen transfer claims.

11. Description of the test shall include, but NOT be limited to:

    a. Details of the test tank.

    b. Aeration equipment layout in test tank.

    c. Location and specification of all instrumentation.

d. Sampling locations and hardware specifications.

e. Sample calculations and formulae used for converting actual conditions to standard conditions.

f. Test Procedures: The average of the result of the five tests shall not be less than the guaranteed transfer rate, and each test shall be within 5.0 percent of the mean value.

All data from all tests shall be submitted as itemized herein for acceptance by the Engineer prior to fabrication of any equipment.

3.03 LEAKAGE TESTS

For each aeration system specified herein, after cleaning has been completed and the diffusers installed, clear water shall be introduced into the channels and tanks. When the diffusers are covered by about 2 in. of water, compressed air shall be admitted to the system and all piping shall be inspected for leaks and any leaks thus found shall be repaired. This test shall be repeated until the entire system is reasonably tight, to the satisfaction of the Engineer. Testing shall be done by the Contractor.

3.04 ACCEPTANCE TESTS

A. For each aeration system specified herein, after installation of the equipment and the leakage test hereinbefore specified, and after completion of the services of the manufacturer's representative and when plant influent is available, the Contractor shall operate each unit to demonstrate its ability to perform its functions satisfactorily.

B. Uniformity of diffusion shall be determined visually for each diffuser header under actual operating conditions. When the diffusers are covered to a depth of 2 ft., compressed air shall be admitted to the system. The diffusion of air from each header will be considered uniform if air is released from each diffuser in equal quantities and pattern with no undue proportion from any single diffuser.

C. All defects and defective equipment shall be corrected promptly and replaced at the expense of the Contractor. If necessary, the tests shall be repeated until satisfactory results are obtained. The cost for all testing shall be borne by the Contractor.

D. All final adjustments necessary to place the equipment in satisfactory working order shall be made at the time of the above tests.

3.05 WARRANTY

A. Warrant all parts to be free from defects in materials and workmanship for a period of one year after installation.

B. Furnish replacement parts to the Owner for any items found to be defective within the one-year warranty period.

- END OF SECTION -

APPENDIX D

PICTURES

60 HP Blowers

MCC for 60 HP Blowers

150 HP Blowers

MCC for 150 HP Blowers

APPENDIX E

SRF LOAN CONDITIONS CHECKLIST

SRF LOAN CONDITIONS CHECKLIST

Congratulations on receiving a conditional commitment of funding from the State Revolving Fund (SRF) Program. Borrowers will now be assigned a Compliance Analyst to help guide them through the rest of the loan process based on which Area Development District (ADD) they are located. Please submit all documents to one of the following contacts:

- Julie Bickers (Julie.Bickers@ky.gov, 502-892-3455): Purchase, Pennyrile, Green River, Barren River, Lake Cumberland, Big Sandy, Cumberland Valley, KY River
- Debbie Landrum (Debbie.Landrum@ky.gov, 502-892-3454): Lincoln Trail, KIPDA, Northern KY, Bluegrass, Buffalo Trace, Gateway, FIVCO

After all of the conditions of the Conditional Commitment Letter have been fulfilled, KIA will initiate the Assistance Agreement with the borrower. The Assistance Agreement must be fully executed before any funds may be disbursed. The following is a list of items needed to process your loan (forms can be found here https://kia.ky.gov/FinancialAssistance/Pages/Forms.aspx):

Before bid opening, submit the following items to the designated Compliance Analyst/DOW Contact:

Submit To:		
KIA	☐	**Conditional Commitment Letter** (this letter is sent to the borrower via email shortly following KIA board approval and is to be signed by the authorizing official);
USBANK	☐	**Authorization for Electronic Deposit/Debit of Borrower Disbursements/ Payment** (these forms are attached to the loan commitment letter sent after KIA board approval and are to be signed by the authorizing official and forwarded directly to US Bank via Email: KentuckyInfrastructureAuth@usbank.com)
KIA	☐	**Transparency Form** (this form is attached to the loan commitment letter sent after KIA board approval)
DOW	☐	**Fiscal Sustainability Plan Certification and Cost and Effectiveness Certification** (required for "A" loans only, prior to plans approval)
DOW	☐	**Environmental review** (Kentucky Division of Water will review and is required prior to plans approval. KIA will need copy of approval letter)
DOW	☐	**Plans and specifications** (Kentucky Division of Water will review and KIA will need copy of approval letter)
KIA	☐	**Proof of compliance with any special condition identified in the Conditional Commitment Letter** (e.g. adopted ordinance)

After the project has opened bids, please submit the following items to the designated Compliance Analyst/DOW Contact. It is imperative that the remaining standard conditions are fulfilled by the deadlines set forth in the Conditional Commitment Letter.

Submit To:		
DOW	☐	**Authority to Award (ATA) Package,** the Kentucky Division of Water will review and forward approval to KIA.
DOW	☐	**Davis-Bacon prevailing wage rates,** the Kentucky Division of Water will review and forward approval to KIA.
KIA	☐	**Procurement and Wage Certification** (KIA sends to borrower after bid opening.)
KIA	☐	**Certification of obtainable revenue projections** (KIA sends to borrower after bid opening.)
DOW	☐	**Certification of clear site** (DOW will forward to KIA.)
	☐	**Plans and specifications approval** from the Kentucky Division of Water (DOW will send approval to KIA.)
KIA	☐	**Public Service Commission (PSC) approval**, (CPCN and Authorization to Incur Debt) if applicable.

EXHIBIT B

CERTIFICATE OF INSURANCE

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/08/2025

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PRODUCER

State Farm

Donna Payne Insurance Agency
State Farm Insurance
501 Wilfin Way
Mt Sterling Ky 40353

CONTACT NAME: Donna Payne
PHONE (A/C, No, Ext): 859-498-5498 FAX (A/C, No): 866-531-7570
E-MAIL ADDRESS: donna@donnapayne.net

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : State Farm Mutual Automobile Insurance Company	25178
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Kentucky Engineering Group, PLLC
PO Box 1034
Versailles Ky 40383

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INSR LTR	TYPE OF INSURANCE	ADD'L INSD	SUB WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR [X] Business office GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [ ] PRO-JECT [ ] LOC OTHER:			97-AJ-C921-9	08/03/2024	08/03/2025	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY [X] SCHEDULED AUTOS NON-OWNED AUTOS ONLY			1408985,1419866,1419881 1563621 1681876 1987431	12/11/24 11/11/2024 03/01/2025 01/30/2025	06/11/2025 11/11/2026 09/01/2025 07/30/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [Y] If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		97-KN-7442-6	04/14/2025	04/14/2026	PER STATUTE [ ] OTH-ER	$
							E.L. EACH ACCIDENT	$ 1,000,000
							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)

Civil Engineering

Business-office policy includes - Pollutant clean up and removal $10,000 limit $1000 deductible

CERTIFICATE HOLDER

Lexington-Fayette Urban County Government,
DWQ
301 Jimmie Campbell Drive
Lexington KY 40504

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 Amy Reed

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PRODUCER
StateFarm®
Donna Payne Insurance Agency
State Farm Insurance
501 Willin Way
Mt Sterling Ky 40353

CONTACT NAME: Donna Payne
PHONE (A/C, No, Ext): 859-498-5498 **FAX (A/C, No):** 866-531-7570
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INSURER E:	
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PO Box 1034
Versailles Ky 40383

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INSR LTR	TYPE OF INSURANCE	ADD'L INSD	SUB WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE	$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
							PRODUCTS - COMP/OP AGG	$
								$
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☒ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY			2543270	05/08/2025	11/30/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
				2738357	04/20/2025	10/20/2025	BODILY INJURY (Per person)	$
				2921684	02/24/2025	08/24/2025	BODILY INJURY (Per accident)	$
				3079378	01/08/2025	07/08/2025	PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					☐ PER STATUTE ☐ OTH-ER	$
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

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DWQ
301 Jimmie Campbell Drive
Lexington KY 40504

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AUTHORIZED REPRESENTATIVE

Amy Reed

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	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
A	AUTOMOBILE LIABILITY			4168373	02/26/2025	08/26/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS			4330852	12/07/2024	06/07/2025	BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			4632579	04/07/2025	10/07/2025	PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N / A						E.L. EACH ACCIDENT	$
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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AUTHORIZED REPRESENTATIVE Amy Reed

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EXHIBIT C

PROPOSAL OF ENGINEERING SERVICES

AND RELATED MATTERS

KENTUCKY ENGINEERING GROUP, PLLC

April 17, 2025

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

Re: RFP-10-2025
Investigation/Design Services for West Hickman ASH Tank Blower Improvements
Lexington-Fayette Urban County Government (LFUCG)
Lexington, Kentucky

Dear Mr. Slatin:

Kentucky Engineering Group, PLLC is very pleased to submit our qualifications for engineering services relative to the RFP-10-2025 Investigation/Design Services for West Hickman ASH Tank Blower Improvements Project. We sincerely appreciate this opportunity to provide our services to LFUCG and have assembled a very experienced team of professionals. We at Kentucky Engineering Group are dedicated and committed to providing the very best service. We believe that we are uniquely qualified to complete this project based on our many years of experience. Our commitment to you is to try and provide the best possible service.

The following proposal will elaborate on our reputation and our team's overall qualifications in more detail. I want to underscore the importance we place not only on this project, but more importantly, on continuing our relationship with LFUCG.

Sincerely,

Kentucky Engineering Group, PLLC

Ryan Carr

Ryan Carr, PE

P.O. Box 1034
Versailles, Kentucky 40383
Phone: (859) 251.4127
Fax: (859) 251.4137
Email: info @ kyengr.com
www.kyengr.com

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- ***Section 1 – Scope, Schedule & Fee***
  Task Schedule
  Fee Schedule
- ***Section 2*** **- Project Experience**
  Wastewater Treatment
- ***Section 3*** **– Resumes**
- ***Section 4*** **– RFQ 10-2025 Submittal Requirements**

KENTUCKY ENGINEERING GROUP, PLLC

SECTION 1 – SCOPE, SCHEDULE & FEE

SCOPE, SCHEDULE & FEE

LFUCG – INVESTIGATION /DESIGN SERVICES for WEST HICKMAN ASH TANK BLOWER IMPROVEMENTS

INTRODUCTION

Members of Kentucky Engineering Group have worked in and throughout Kentucky for over 30 years. Our team has successfully completed many water and wastewater projects throughout the state. We know the area and have unequaled knowledge and experience with wastewater treatment plant and wastewater collection and conveyance systems.

Members of **Kentucky Engineering Group** have been involved in the design of wastewater treatment plants, pumping stations and hundreds of miles of wastewater force mains, gravity collection and conveyance mains including both new and rehabilitated wastewater treatment and collection systems. Working with Sanitation Districts, Commissions, City Councils, Fiscal Courts, funding, and regulatory agencies, we have successfully completed wastewater treatment, collection and conveyance system projects in both large and small communities, in urban, rural, and regional areas.

WASTEWATER TREATMENT AND COLLECTION SYSTEMS

Kentucky Engineering Group has designed and provided construction services for wastewater treatment and collection systems in a variety of configurations and process systems. We have been associated with the wastewater industry for many years and have provided engineering and environmental services to large urban and small rural clients all over the state of Kentucky.

Services include:

- facilities planning
- infiltration/inflow studies
- sewer system evaluation surveys
- water quality evaluations (point and non-point source contributions)
- water quality modeling
- sewer system new design, including
- interceptors, pumping stations, gravity and pressure systems
- sewer system rehabilitation, with knowledge on "trenchless technologies" such as slip-lining, internal grouting, fold-and-form, pipe bursting, cured-in-place, as well as conventional tunneling, open-cut replacement, and parallel relief sewers
- sewer separation programs
- drainage system design
- pumping stations (submersible and wet pit/dry pit)
- combined sewer overflow abatement planning and design
- storm water modeling using SWMM and other appropriate models
- permitting and regulatory interface
- wastewater treatment plant planning, design, rehabilitation, expansion, and construction
- wastewater facilities start-up, troubleshooting, operation, maintenance, operator training
- residuals management

DESIGN TEAM

Kentucky Engineering Group is proposing the following design team based on their individual experience with design and construction of water and wastewater treatment facilities, although all Kentucky Engineering Group staff members may contribute to the project on an as needed basis. The proposed team has well over 70 years of combined work experience in the water and wastewater treatment industry. The team proposed is:

- **Ryan Carr, PE** – Project Manager, Design Engineer
- **Matt Baker, PE** – Project Manager, Design Engineer
- **Jeff Bond** – Production Manager, Designer
- **Ben Murphy, PE** – Mechanical/Electrical Engineer

Resumes of each individual are included as an attachment to our response.

PROJECT FAMILIARITY

Kentucky Engineering Group (KEG) made a site visit on April 15th for an introductory meeting with the West Hickman WWTP superintendent to gain familiarity with the proposed project. The discussion during the site visit centered around the challenges associated with replacement of the blowers. The superintendent gave a history of the original installation of the four (4) 60 horsepower (hp) blowers and the two (2) 150 hp blowers. The biggest challenge will be getting equipment in and out of the building and making modifications while keeping at least one of the blowers in service. The options included for evaluating the project will include the type of blowers (considering life cycle cost and efficiency), number of blowers, piping/valve arrangement for blower redundancy and an evaluation of the diffusers to assess their condition for efficiency and compatibility with the selected blowers.

We at KEG pride ourselves on diligently working through the challenges of a project such as the replacement of the blowers and associated equipment. At this point we feel we have become as familiar as possible with the scope of the project. If selected, we will work closely with the WWTP's staff to better understand the system in an effort to provide the best engineering service possible. Direct and honest communication with a simple but effective solution will be our approach.

Kentucky Engineering Group is eager to have the opportunity to provide engineering and construction services for LFUCG, as we work together for timely and efficient solutions to your wastewater system needs.

PROPOSAL SCOPE

Our approach will be simple; **listen to the client**, understand the ultimate end goal of the project and then strategize to determine the best and most cost-efficient solution for the project. We have already instituted a portion of our approach by meeting on site with the WWTP operators to listen to and understand the ultimate end goal for the project. There would be more preliminary engineering work required if we were selected for the project, but the initial steps have been implemented. We will utilize this initial gathering of information and our previous project experience to develop recommendations. Gathering data and further interviewing the WWTP staff would be the initial step. This information will ultimately allow us to finalize the blower selection and sequencing of construction. After the information is gathered, recommendations made and the project scope is clearly defined, KEG will do a cost estimate and move forward with final design. The cost estimate provided will be based on the current market and our experience. We will give our honest opinion on the cost and not just the number you may want to hear. KEG will coordinate with LFUCG through the design, bidding and construction process. KEG will provide periodic inspections as required throughout

construction. The project managers/engineers for KEG will make frequent site visits during construction to supplement the inspection work of the contractor.

Kentucky Engineering Group prides itself on being a true client driven engineering firm. We take great care in promoting effective and clear communication between all project stakeholders. Therefore, upon selection we will request a project kickoff meeting to address key components of the project and the overall project schedule. To further foster healthy client participation, the project will be broken into milestones such as 25%, 50% and 90% design to allow input from LFUCG DWQ along the way. Kentucky Engineering Group has vast experience addressing strategic design and properly staged construction phases. We believe our approach and our company's dedication to client satisfaction make Kentucky Engineering Group the best qualified candidate for this project.

SCHEDULE/CAPACITY

Kentucky Engineering Group's project team is very familiar with projects with tight timeframes. We pride ourselves on efficiency and our ability to complete projects in a timely manner. We have completed many projects ahead of schedule and this has benefited both the client and Kentucky Engineering Group. Our project teams are comfortable working within a specified schedule and producing a technically sound and economical project within that timeframe.

It is our understanding that per the schedule outlined in the request for proposals, the deadline for the 90% final design review is November 2025 with a bid opening of January 2026. We have immediate capacity to begin the project planning and design. Our design of the project will not be the limiting factor as to meeting the project deadlines. Again, Kentucky Engineering's client driven service and overall team mentality allows for flexibility in the project's schedule.

The Kentucky Engineering Group design team has a long history of providing necessary water and sewer infrastructure in Kentucky. We look forward to performing design and construction engineering services for this wastewater collection system improvement project.

CUSTOMER SERVICE

Kentucky Engineering Group's project team will work with LFUCG to obtain all of the information available for this project. We will work directly and on-site to assure you of a quality project. Our team will work closely with LFUCG staff throughout the project, from design through the completion of construction.

FEE

The following *Scope/Fee* provides a breakdown of the anticipated hours and associated rate for each of the project milestones.

Once again, Kentucky Engineering Group's number one priority is customer service, and a sincere commitment to LFUCG and the customers you serve!

Investigation/Design Services for West Hickman WWTP
Aerated Sludge Holding (ASH) Tanks Blower Improvements Project

Fee Schedule

(For a description of task refer to Section 2 of the RFP)

Section 2

Scope of Work: ASH Tanks Blower Improvements Project

A. Task 1: Existing Process Performance Review

Cost Task 1: $17,690.**

B. Task 2: Develop Equipment/Process Replacement Concepts

Cost Task 2: $29,100.**

C. Task 3: Detailed Design

Cost Task 3: $45,730.**

D. Task 4: Bidding Services

Cost Task 4: $11,980.**

E. Task 5: Construction Administration Services

Cost Task 5: $51,800.**

Details for Task 5.5 - The total cost should be included in Cost Task 5. Please provide the following breakdown. Estimated Weekly Inspection Hrs/Estimated Total Inspection Hrs/Hourly Rate.

16 HRS/WK / 192 HRS / $80/HR

Section 2 Total Cost: $156,300.**

E. Task 6: SRF Loan Conditions Checklist

Cost Task 6: $10,000.**

West Hickman ASH Tank Blower Improvements

LFUCG - RFP

SCOPE/FEE

	Billing Rates/Hour ($)						
	PM/SR PE	PE	Eng Tech/CAD	Survey Crew	Resident Inspection	ME (LoVo) Lump Sum	Subtotal
Task Description	$175	$160	$115	$200	$80		
Task 1 Existing Process Performance Review							
Interview Staff	8	8				1,000.00	$3,680
Collect Operational Info	8	8					$2,680
Review Data/Reports for Increasing Blower Capacity	8	8					$2,680
Collect Other Supporting Data	10	10					$3,350
Observe Operations/Trends of Blowers	4	20					$3,900
Review Compliance w/ NFPA 79 & 820	8						$1,400
							$17,690
Task 2 Develop Equip/Process Replacement Concepts/Schedules							
Evaluate Blower Replacement Options	24	12				1,000.00	$7,120
Prepare Conceptual Layout & Construction Sequence	20	10	20			2,000.00	$9,400
20 Year Life Cycle & Present Worth	8	16					$3,960
Preliminary Cost Estimate	4	8					$1,980
Present PER to Staff	8	8					$2,680
PER Revisions	4	8					$1,980
Prepare/Submit FER	4	8					$1,980
							$29,100
Task 3 Detailed Design							
Design/Calculations	8	16	80			15,000.00	$28,160
Design Progress Mtgs 25%, 50% & 90%	18	18					$6,030
Detailed Cost Est/Revise 20 Yr Life Cycle & Present Worth	20	20					$6,700
Update Project Schedules	24	4					$4,840
							$0
							$45,730
Task 4 Bidding Services							
Distribute Bid Documents (Min 7 Copies to LFUCG)	2	6	6			2,000.00	$4,000
Respond to Questions	8	12					$3,320
Conduct Pre-Bid Meeting	4	4					$1,340
Conduct Bid Opening	4	4					$1,340
Bid Evaluation	4	8					$1,980
							$11,980
Task 5 Construction Administration Services							
Track and review shop drawings	4	8	8			5,000.00	$7,900
Track and review change orders	8	18					$4,280
Track and answer RFIs	8	8					$2,680
CA Services, Monthly Progress Mtgs, Pay Est Review, Etc.	20	64					$13,740
Equipment Start-Ups	8	12					$3,320
Record Drawings	4	4	16				$3,180
Weekly Inspection Reports					192		$15,360
Substantial Inspection/Final Inspection	4	4					$1,340
							$51,800
							$156,300.00
Subtotal Hours	266	334	130	0	192		
Subtotals	$46,550.00	$53,440.00	$14,950.00	$0.00	$15,360.00	$26,000.00	**$156,300.00**

West Hickman ASH Tank Blower Improvements

LFUCG - RFP

SCHEDULE

Task Description	Target Completion Date
Task 1 Existing Process Performance Review	
Interview Staff	June 2025
Collect Operational Info	June 2025
Review Data/Reports for Increasing Blower Capacity	June 2025
Collect Other Supporting Data	June 2025
Observe Operations/Trends of Blowers	June 2025
Review Compliance w/ NFPA 79 & 820	June 2025
Task 2 Develop Equip/Process Replacement Concepts/Schedules	
Evaluate Blower Replacement Options	July 2025
Prepare Conceptual Layout & Construction Sequence	July 2025
20 Year Life Cycle & Present Worth	July 2025
Preliminary Cost Estimate	July 2025
Present PER to Staff	August 2025
PER Revisions	August 2025
Prepare/Submit FER	August 2025
Task 3 Detailed Design	
Design/Calculations	September 2025
Design Progress Mtgs 25%, 50% & 90%	Sept 2025, Oct 2025 & Nov 2025
Detailed Cost Est/Revise 20 Yr Life Cycle & Present Worth	November 2025
Update Project Schedules	November 2025
Task 4 Bidding Services	
Distribute Bid Documents (Min 7 Copies to LFUCG)	December 2025
Respond to Questions	December 2025
Conduct Pre-Bid Meeting	December 2025
Conduct Bid Opening	January 2026
Bid Evaluation	January 2026
Task 5 Construction Administration Services	
Preparation of Conformance Documents	February 2026
Shop Drawing Review	February 2026
Preconstruction Meeting	March 2026
CA Services	March 2026 - December 2026
Equipment Start-Ups	November 2026
Record Drawings	December 2026
Weekly Inspection Reports	October 2026 - December 2026
Substantial Inspection/Final Inspection	December 2026

SECTION 2 – PROJECT EXPERIENCE

PROJECT EXPERIENCE
Wastewater Treatment

The **Kentucky Engineering Group** staff members have specialized in wastewater treatment system design projects in the Commonwealth of Kentucky for over twenty-five years. Kentucky Engineering Group has a reputation of leadership thanks to our ability to identify affordable alternatives, produce accurate construction documents and communicate effectively with our clients. The following is a listing of recent wastewater treatment plant projects. The project list includes the aggregate work experience of individual staff members and our proposed Project Team and is not meant to reflect work solely contracted to Kentucky Engineering Group.

Wastewater Treatment Plant No 2 – Sludge Processing Upgrades, Georgetown Municipal Water & Sewer System (GMWSS), Georgetown, Kentucky

Description: Kentucky Engineering Group, PLLC's project team provided planning, design and construction administration for replacement of belt filter presses with two automated screw presses and associated controls which also included replacement of the sludge conveyance system to discharge into sludge dumpsters, replacement of progressive cavity sludge pumps and macerators including all associated piping, valves and appurtenances, building alterations to accommodate new sludge processing equipment and addition of a 20 cubic yard dumpster including structural, architectural, electrical and HVAC improvements. Alternate dewatering technologies were evaluated and piloted with GMWSS to provide a cost effective, maintenance friendly and performance-based solution to upgrade the existing dewatering facility. Construction of the project began in July 2021 and is anticipated to be completed in November 2021. As-Bid Construction Cost: $1,660,000

Project Manager: Ryan Carr, P.E.

Contact: Alan Bryan, GMWSS, Georgetown, Kentucky, (859) 559-5850.

Wastewater Treatment Plant Sludge Processing Facilities, Harrodsburg, Kentucky

Description: The project included the planning, design, construction administration and funding/financial services for a new sludge dewatering building with mechanical belt press sludge dewatering equipment. Pilot testing for alternate sludge dewatering equipment and manufacturers was conducted on site prior to deciding on a mechanical belt filter press. The new dewatering facility was a 3,360 square foot building which included room for future expansion to add a redundant belt filter press, polymer feed system, sludge

conveyor system and outside bay for disposal to a sludge dumpster. Also included with the project was rotary lobe pumps and macerator to feed the new belt press; new influent flow metering; raw sewage sampling equipment; and replacement of the mechanical bar screen and influent screw pumps. The project was constructed in 2014. Construction Cost: $2,400,000

Project Manager: Ryan Carr, P.E.

Contact: Troy Gowins, City of Harrodsburg, (859) 734-2113.

Taylor Mill Treatment Plant Residuals Improvements
Northern Kentucky Water District, Taylor Mill, Kentucky

Description: The project included the design and construction administration for the replacement of a 2 meter belt filter press at the 10 MGD Taylor Mill Treatment Plant which included demolition/removal/replacement of the existing belt press from the second story floor and installing a winch system for removal and installation. Alternative dewatering technologies were evaluated along with consideration of the necessary modifications to the existing building before ultimately determining the belt filter press to be the most viable long term solution. The project also included replacement of process pumping equipment in the residuals processing building including the replacement of the progressive cavity belt filter press feed pumps, the submersible pumps that feed the plate thickener, decant valves in the residuals holding tank, associated piping and valves and variable frequency drives on the submersible pumps. Construction Cost: Approximately $2,200,000

Project Manager: Ryan Carr, P.E.

Contact: Amy Kramer, Northern Kentucky Water District, (859) 578-5458

Wastewater Treatment Plant Improvements, City of Lebanon, Kentucky

Description: Kentucky Engineering Group, PLLC's project team worked with the City of Lebanon to provide the most cost effective project to upgrade the City of Lebanon's WWTP to include construction of new aeration equipment, a new splitter box, a new secondary clarifier, additional sludge digestors, new digested sludge pump station, and a new sludge digestor blower and diffusers. Design of the project began in 2024 and should begin construction in August 2025. Estimated Construction Cost: $7,660,000

Project Manager: Matt Baker, P.E.

Contact: John Thomas, City Administrator, City of Lebanon, Kentucky, (270) 692-6272.

Lexington-Fayette Urban County Government (LFUCG), West Hickman Trunk D Sewer Replacement.

Description: Kentucky Engineering Group, in conjunction with LFUCG, developed a project approach to replace approximately 6,300 LF of 42" diameter sanitary sewer with 54" and 48" diameter sanitary sewer in order to fulfil the Consent Decree requirements. Methods of replacement for the project included paralleling of the existing trunk sewer with new trunk sewer, dig and replacement (including bypass pumping). Challenges for this project, consistent with most urban area sewer replacement projects, included traffic coordination, existing utility conflicts, public relations and easement acquisition. The project was completed in 2020. Construction Cost: $5,815,000

Contact: Robert Peterson, P.E., Division of Water Quality, LFUCG, (859) 258-3415.

Wastewater Treatment Plant Expansion (3.5 MGD), Harrodsburg, Kentucky

Description: The project included the planning, design, construction administration and funding/financial services for expansion of the Harrodsburg Wastewater Treatment Plant. Major items of work include new pre-treatment building (screening and grit removal), replacement of existing RBC biological treatment process with new oxidation ditch treatment process designed for biological nutrient removal, new circular final clarifiers, new return/waste sludge pumping, new ultra-violet disinfection facilities and conversion of existing anaerobic digestion facilities to aerated sludge holding basins included installation of positive displacement blowers. Construction Cost: Approximately $16,000,000

Project Manager: Ryan Carr, P.E.

Contact: Troy Gowins, City of Harrodsburg, (859) 734-2113.

SECTION 3 – RESUMES

Ryan C. Carr, PE

Project Manager and Engineer

TECHNICAL EXPERTISE

- Water Treatment Facilities
- Water Storage Tanks
- Pumping Stations
- Water Distribution Systems
- Wastewater Treatment Facilities
- Collection and Conveyance
- Hydraulic Modeling
- Site Development

YEARS OF EXPERIENCE

25

EDUCATION

BS/1999/Civil Engineering;
University of Kentucky

PROFESSIONAL REGISTRATION

Professional Engineer:
KY

PROFESSIONAL AFFILIATIONS

AWWA, WEF

OWNERSHIP

Kentucky Engineering Group
Owner

PROFESSIONAL PROFILE

Ryan has more than 25 years of experience in water, wastewater and site development engineering. He has project management responsibilities that include project development, coordination of resources, construction inspection, and contract administration. He is also responsible for the design and layout of water distribution systems, pumping stations, storage tanks, and treatment facilities; wastewater collection systems, pumping stations, and treatment facilities; and site development. Ryan is also responsible for hydraulic analysis, layout, permitting, specifications, plan production, cost estimating, and budgeting. He is responsible for completing contract documents, reviewing schedules and the cost of ongoing projects, and technical overview of projects. In addition, Ryan maintains client contact during the planning, design, and construction, and is responsible for maintaining client contact following project completion.

REPRESENTATIVE PROJECT EXPERIENCE

Water Resources:

- **Lancaster Water Treatment Plant, Lancaster, KY**
- **McCreary County Water District – Stearns to Smithtown Water Main Replacement, McCreary County, KY**
- **Lebanon Water Treatment Plant Improvements, Lebanon Water Works Company, Lebanon, KY**
- **Water Treatment Plant Improvements, Southern Water and Sewer District, Floyd County, KY**
- **Garrard County Water Association Water System Improvements: Contract 2 - 250,000 Gallon Elevated Water Storage Tank, Lancaster, KY**
- **Harrodsburg North Main Tank Improvements, Harrodsburg, KY -**
- **Harrodsburg Water Distribution System Improvements, Harrodsburg, KY**
- **Harrodsburg Water Line Improvements, Harrodsburg, KY**
- **Harrodsburg Water Treatment Plant and Raw Water Intake Pump Station Expansion (6 MGD) - Phase 2, Harrodsburg, KY**
- **Northern Kentucky Water District Taylor Mill Treatment Plant Basin Structural Evaluation, Fort Thomas, KY**
- **Northern Kentucky Water District Taylor Mill Treatment Plant Residuals Improvements, Fort Thomas, KY**
- **Northern Kentucky Water District Taylor Mill Treatment Plant Sludge Press Replacement, Taylor Mill, KY**
- **Northern Kentucky Water District Taylor Mill WTP Advanced Treatment Improvements, Fort Thomas, KY**
- **5.0 MGD Water Treatment Plant, Columbia/Adair County Water Commission, Adair County, KY**

Wastewater Systems:

- **GMWSS WWTP No 2 – Sludge Processing Upgrades, Georgetown, KY**
- **WWTP Chemical Room Improvements, McCreary County Water District**
- **US 127 North Sanitary Sewer Extension, Harrodsburg, KY**
- **Hawesville Wastewater Treatment Plant, Hawesville, KY**
- **Hardinsburg Wastewater Treatment Plant Improvements, Hardinsburg, KY**
- **West Hickman Trunk D Sewer Replacement, LFUCG, Lexington, KY**
- **Harrodsburg Cherokee Pump Station and Force Main, Harrodsburg, KY**
- **Harrodsburg College Street Sanitary Sewer Improvements, Harrodsburg, KY**
- **Harrodsburg Main Street Sewer Replacement, Harrodsburg, KY**
- **Harrodsburg Regional Wastewater Facilities Plan, Harrodsburg, KY**
- **Harrodsburg Sewer Rehabilitation (2012), Harrodsburg, KY**
- **Harrodsburg Sewer Rehabilitation (2014), Harrodsburg, KY**
- **Harrodsburg South Bypass Interceptor Sewer, Harrodsburg, KY**
- **Harrodsburg WWTP Expansion (3.5 MGD), Harrodsburg, KY**
- **Harrodsburg WWTP Sludge Processing Facilities, Harrodsburg, KY**
- **Sanitation District No. 1 Western Regional Water Reclamation Facility (20 MGD), Boone County, KY**

Prior to Kentucky Engineering Group, PLLC:
GRW Engineers, Inc., Lexington, Kentucky
Monarch Engineering, Inc., Lawrenceburg, Kentucky
HMB Professional Engineers, Inc., Frankfort, Kentucky

KENTUCKY ENGINEERING GROUP, PLLC

Matthew A. Baker, PE

Project Manager and Engineer

TECHNICAL EXPERTISE

- Water and Wastewater Treatment Facilities
- Water distribution systems
- Wastewater collection systems
- Wastewater Collection Rehabilitation
- Pumping stations
- Storage Tanks
- Hydraulic Modeling

YEARS OF EXPERIENCE

22

EDUCATION

BS/2001/Civil Engineering;
University of Kentucky

PROFESSIONAL REGISTRATION

Professional Engineer:
KY

PROFESSIONAL PROFILE

Matt has more than twenty-two years of experience in water and wastewater engineering. He has project management responsibilities that include project development, coordination of resources, construction inspection, and contract administration. He is also responsible for the design and layout of water distribution systems, booster stations, storage tanks, and treatment facilities; wastewater collection systems, pumping stations, and treatment facilities. Matt is also responsible for hydraulic analysis, layout, permitting, specifications, plan production, cost estimating, and budgeting.

Matt is responsible for completing contract documents, reviewing schedule and cost of ongoing projects, and technical overview of projects. In addition, Matt maintains client contact during study, design, and construction, and is responsible for maintaining client contact following project completion.

REPRESENTATIVE PROJECT EXPERIENCE

Water Resources:
Water Treatment Plant Upgrade - City of Leitchfield, KY
Chlorine Dioxide System – Princeton, KY
Water Treatment Plant Upgrade - City of Manchester, KY
Project 19 Grayson County Water District, Leitchfield, KY
Bluegrass Drive Waterline Extension City of LaCenter, KY
Waterline Extensions and Pump Stations, LaRue County WD #1
2018 Water System Improvements - Green Taylor Water District
Memorial Drive Utility (Water) Relocation City of Manchester, KY
Maple Leaf Utility Relocation City of Maysville, KY
US 421 Utility Relocation City of Manchester, KY
US 68 (Southern Loop) Utility Relocation City of Maysville, KY
Project 15 Grayson County Water District
Sardis Tank Buffalo Trail Water Association
Industrial Park IV Tank City of Maysville, KY
Tank Rehabilitation LaRue County WD #1
Kenton Station Tank Rehabilitation City of Maysville, KY

Wastewater:
Wastewater Treatment Plant Upgrade City of LaCenter, KY
Wastewater Treatment Plant Upgrade City of Maysville, KY
Wastewater Treatment Plant Upgrade City of Mount Olivet, KY
Wastewater Treatment Plant Upgrade City of Wingo, KY
Long Term Control Plan (2005- 2023) City of Maysville, KY
Lawrence Creek Force Main City of Maysville, KY
Combined Sewer Overflows Phase 1 and 1b City of Maysville, KY

Prior to Kentucky Engineering Group, PLLC:

HMB Professional Engineers, Inc., Frankfort, Kentucky
Cann-Tech, LLC, Lawrenceburg, Kentucky
City of Maysville, Kentucky
Kentucky Division of Water, Drinking Water Plans Review

KENTUCKY ENGINEERING GROUP, PLLC

Jeffrey A. Bond

Production Manager / Senior Designer

TECHNICAL EXPERTISE

- Production of Documents
- Wastewater System Design
- Water System Design
- Storm Water System Design
- Production Management

YEARS OF EXPERIENCE

24

EDUCATION

Geology
University of Kentucky

PROFESSIONAL PROFILE

Jeff has more than 20 years of experience in civil engineering. His role at Kentucky Engineering includes Production Manager and Senior Designer, and is responsible for the coordination and production of documents and the design of water and wastewater facilities. His experience includes the design of sanitary sewer infrastructure projects including wastewater treatment plants, wet weather storage basins, pump stations, gravity trunk sewers, gravity collector sewers and force mains. Water system projects including water treatment plants, water transmission mains, pumping stations and water storage tanks.

SOFTWARE EXPERIENCE AND KNOWLEDGE

AutoCAD releases 10 through 14
Autodesk Civil 3D 2018
SURVCADD release 11 through SURVDADD Civil 2018 – Carlson Software

REPRESENTATIVE PROJECTS

Responsible for design, layout and production of plan sheets.

Wastewater Projects:

- **Versailles, KY – Wastewater Treatment Plant Improvements**
- **Corbin, KY – Wastewater Treatment Plant Upgrade and Improvements**
- **Harrodsburg, KY – Wastewater Treatment Plant Expansion**
- **South Dearborn Regional Sewer District – Lawrenceburg, IN – Sludge Dewatering Improvements**
- **Murray, KY – Bee Creek Wastewater Treatment Plant Expansion**
- **Harrodsburg, KY – Wastewater Treatment Plant Improvements**
- **Harrodsburg, KY - Wastewater Treatment Plant Sludge Heater Building**
- **Scottsville, KY – Wastewater Treatment Plant Improvements**
- **Harrodsburg, KY – Wastewater Treatment Plant - Cooling / Flow Equalization Lagoon**
- **Paducah-McCracken Joint Sewer Agency – Paducah, KY – Perkins Creek Force Main and Pump Station**
- **Frankfort, KY – East Frankfort Pump Station and Force Main**
- **Paducah-McCracken Joint Sewer Agency – Paducah Wastewater Treatment Plant Improvements**
- **Nicholasville, KY – Jessamine Creek Environmental Control Facility – Wastewater Treatment Facility Expansion**
- **Sellersburg, IN – Wastewater Treatment Plant Expansion**
- **Berea Municipal Utilities – Berea, KY – Wastewater Treatment Plant Expansion, and Belt Filter Press**

Prior to Kentucky Engineering Group, PLLC:

GRW Engineers, Inc., Lexington KY
Commonwealth Technology, Inc./Tetra Tech, Inc., Lexington, KY
Delta Natural Gas Company, Inc., Winchester, KY
Baldwin Engineering, Inc., Winchester, KY
Tennessee Gas Pipeline Company, Winchester, KY

KENTUCKY ENGINEERING GROUP, PLLC

BEN L. MURPHY, P.E. – PRESIDENT
LOVO SYSTEMS, INC.

LoVo SYSTEMS

EDUCATION:

BS Mechanical Engineering, University of Kentucky

Master of Arts
St. Meinrad Archabbey

Industrial Electronics & Automation Diploma, KY Advanced Technology Institute

REGISTRATION:

Professional Engineer,
Kentucky #25348
West Virginia #18560
California #M35292

Master Electrician,
Kentucky # ME12832

PROFESSIONAL AFFILIATIONS:

ASHRAE #07987032

Mr. Murphy's area's of expertise include electrical power distribution design, municipal water/ wastewater electrical design, instrumentation design, SCADA system design and installation, HVAC system design, fire protection design, code compliance, industrial control panels, troubleshooting, controls systems, laboratory data acquisition and analysis, and wireless communication design.

RELEVANT EXPERIENCE:

- Monticello Membrane Filter Water Treatment Plant Expansion Electrical & SCADA Design & Construction Administration, Monticello, KY
- Somerset Membrane Filter Water Treatment Plant Expansion Electrical & SCADA Design & Construction Administration, Somerset, KY
- Madisonville Membrane Filter Water Treatment Plant Expansion, SCADA & Electrical Design, Madisonville, KY
- Campton Membrane Filter Water Plant, Electrical & SCADA Design & Construction Admin., Campton, KY
- Richmond Water Treatment Plant, RWI Power Supply Improvements, Madison County, KY
- Warren County North Wellfield Pumping System, Electrical, HVAC, & SCADA Design, Warren Co., OH
- Greensburg Water Treatment Plant, Electrical & SCADA Design, Danville, KY
- City of Danville Pump Station Electrical & SCADA Designs: Balls Branch, York Lane, Phylben Village
- Deerfield-Hamilton Water Plant Expansion HVAC, Electrical & SCADA Design, Warren County, OH
- Hopkinsville 2500 HP Raw Water Intake Electrical & SCADA Design, Hopkinsville, KY
- Shepherdsville Wastewater Treatment Plant Expansion Electrical, HVAC, & SCADA Design & Construction Administration, Shepherdsville, KY
- Jessamine County Wastewater Plant Expansion, Electrical & SCADA Design, Nicholasville, KY
- McLean County Water Treatment Plant Expansion, Electrical & SCADA Design, Calhoun, KY
- Sellersburg Wastewater Plant Expansion, Electrical & SCADA Design, Sellersburg, IN
- Beech Fork Water Plant Improvements, Electrical & SCADA Design, Stanton, KY
- Winchester Lower Howards Creek Water Treatment Plant, Electrical & SCADA Design, Winchester, KY

SECTION 4 – RFP 10-2025
SUBMITTAL REQUIREMENTS

AFFIDAVIT

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

1. His/her name is Ryan Carr and he/she is the individual submitting the proposal or is the authorized representative of Kentucky Engineering Group, PLLC, 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.

Ryan Carr

STATE OF KENTUCKY

COUNTY OF WOODFORD

The foregoing instrument was subscribed, sworn to and acknowledged before me by Ryan Carr on this the 17th day of April, 2025

My Commission expires: 5-12-25

Andrea D. Rue

NOTARY PUBLIC, STATE AT LARGE

Andrea D. Rue
Notary Public, ID KYNP28992
State at Large, Kentucky
My Commission Expires on May 12, 2025

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.

Ryan Carr
Signature

Kentucky Engineering Group, PLLC
Name of Business

WORKFORCE ANALYSIS FORM

Name of Organization: KENTUCKY ENGINEERING GROUP, PLLC

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	1
Professionals		3														3	
Superintendents																	
Supervisors		3														3	
Foremen																	
Technicians		3														3	
Protective Service																	
Para-Professionals																	
Office/Clerical																	
Skilled Craft		1														1	
Service/Maintenance																	
Total:		11	1													11	1

Prepared by: Ryan Carr - OWNER **Date:** 4 / 14 / 2025

(Name and Title)

Revised 2015-Dec-15

Firm Submitting Proposal: Kentucky Enginggring Group, PLLC

Complete Address: 101 High Street (Street) Versailles (City) 40383 (Zip)

Contact Name: Ryan Carr Title: Project Manager

Telephone Number: 859.251.4127 Fax Number: 859.251.4137

Email address: rcarr@kyengr.com

LEXINGTON

LFUCG MWDBE PARTICIPATION FORM
Bid/RFP/Quote Reference # 10 - 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. NONE				
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.

Kentucky Engineering Group, PLLC
Company

Ryan Carr
Company Representative

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.

Ryan Carr
Signature

4/14/2025
Date

ENGINEERING SERVICES AGREEMENT

RFP #10-2025

Investigation/Design Services for West Hickman WWTP

Aerated Sludge Holding (ASH) Tanks Blower Improvements

Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0507-25

File ID:	0507-25	**Type:**	Resolution	**Status:**	Approved
Version:	1	**Contract #:**	084-2018	**In Control:**	Urban County Council
				File Created:	05/16/2025
File Name:	Contract Modification 2 Citation Boulevard Phase IIIA			**Final Action:**	06/12/2025

Title:

A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute Change Order No. 2 to the Agreement with HDR Engineering, for the Citation Boulevard Phase IIIA Project, increasing the Contract price by the sum of $65,868, from $451,380 to $517,248. [Div. of Engineering, Burton]

Notes: SAF in the CCO. Returned via scans to Sara Burd 5/13/2025. MS

Sponsors:		**Enactment Date:**	06/12/2025
Attachments:	Citation Boulevard Phase IIIA - Bluesheet Memo - CO#2.pdf, CO2 CITIIIA.pdf, RESO 0507-25 Change Order 2 HDR Engineering Citation 3a 4935-3495-1239 v.1.docx, R-270-2025, Contract #084-2018	**Enactment Number:**	R-270-2025
Deed #:		**Hearing Date:**	
Drafter:	Sara Burd	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	05/27/2025	Approved and Referred to Docket	Urban County Council	05/29/2025		Pass
1	Urban County Council	05/29/2025	Received First Reading	Urban County Council	06/12/2025		
1	Urban County Council	06/12/2025	Approved				Pass

Text of Legislative File 0507-25

Title

A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute Change Order No. 2 to the Agreement with HDR Engineering, for the Citation Boulevard Phase IIIA Project, increasing the Contract price by the sum of $65,868, from $451,380 to $517,248. [Div. of Engineering, Burton]

Summary

Authorization to execute Contract Modification no. 2 to the Design Agreement with HDR Engineering, Inc., increasing the Agreement amount by $65,868 for Right-of-Way services associated with the Citation Boulevard Phase IIIA Project. The amended Agreement amount will total $517,248. Funds are Budgeted. (0507-25) (Burton/Albright)

Budgetary Implications: Y
Advance Document Review: Y
Law: Y, Evan P. Thompson, May 15, 2025
Risk Management: N/A
Fully Budgeted: Yes
Account Number: 2610-303202-3251-91715

This Fiscal Year Impact: $65,868
Annual Impact: N/A
Project: CITWINBURN_2020
Activity: ENG_ROW
Budget Reference:
Current Balance: $946,486.70

TO: Mayor Linda Gorton
Urban County Council

FROM: Doug Burton, Director
Division of Engineering

DATE: May 12, 2025

SUBJECT: Request to amend Engineering Service Agreement with HDR Engineering, Inc.
Contract #084-2018

Request:

Council authorization to amend the Design Agreement with HDR Engineering, Inc., increasing the agreement amount by $65,868 for Right-of-Way services associated with the Citation Boulevard Phase IIIA Project. The amended agreement amount will be $517,248.

Purpose of Request:

The LFUCG Division of Engineering needs to amend the Design Agreement for the Citation Boulevard Phase IIIA Project. The Contract Modification #2 will include additional funds for Right-of-Way Services for three parcels (137, 138, 139).

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

The cost for this FY is: $65,868
The cost for future FY is: N/A

Are the funds budgeted?

Yes, the funds are budgeted in: 2610-303202-3251-91715
CITWINBURN_2020 ENG_ROW

File Number: 0507-25

Director/Commissioner: Burton/Albright

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT CONTRACT MODIFICATION Page 1 of 2	Date:	May 6, 2025	
	Project:	Citation Boulevard P-IIIA	
	Location:	Citation Boulevard	
To (Contractor): HDR Engineering, Inc. 333 W. Vine Street, Suit 1400 Lexington KY 40507	Contract No.	084-2018	
	Original Contract Amt.	$366,360.00	
	Cumulative Amount of Previous Change Orders	$85,020.00	
	Percent Change - Previous Change Orders		23.21%
	Total Contract Amount Prior to this Change Order	$451,380.00	
	Contract Mod No.	2	

You are hereby requested to comply with the following changes from the original contract and Scope of Work;

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	Right-of-Way Services for Citation Boulevard Phase - IIIA		$65,868.00
	Total decrease	$0.00	
	Total increase		$65,868.00
	Net Amount of this Change Order	$65,868.00	
	New Contract Amount Including this Change Order	**$517,248.00**	
	Percent Change - This Change Order		17.98%
	Percent Change - All Change Orders		41.19%

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

Recommended by _____ (Proj. Engr.) Date 5/6/2025

Accepted by _____ (Contractor) Date 5/12/25

Approved by _____ (Director) Date 5/12/25

Approved by Nancy Albright (Commissioner) Date 5/15/25

Approved by _____ (Mayor or CAO) Date _____

JUSTIFICATION FOR CHANGE	PROJECT: Citation Boulevard Phase IIIA
	CONTRACT NO.: 084-2018
	CONTRACT MOD: 2

1. Necessity for change: To include Right-of-Way Acquisition services into the Contract. See Attachment A.

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? _X_Yes ___No

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

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

8. Effect on contract completion date: Completion date will be extended 360 days from Change Order Council Ratification.

Mayor or CAO _____ Date _____

ATTACHMENT - A

KENTUCKY TRANSPORTATION CABINET
Department of Highways
DIVISION OF PROFESSIONAL SERVICES

TC 40-2
Rev. 05/2021

ENGINEERING AND RELATED SERVICES FEE PROPOSAL

SECTION 1: PROJECT INFORMATION

DATE:		COUNTY:		ITEM #:	
PROJECT:	Citation Blvd				
DESC:					

SECTION 2: BUDGET INFORMATION

FEE CONSIDERATIONS	PROPOSED HOURS	NEGOTIATED HOURS	AVERAGE RATE	ESTIMATED COST
Project Preparation	15		$ 54.99	$ 824.85
Complex Acquisition	102		$ 54.99	$ 5,608.98
ROW Project Management	153		$ 71.07	$ 10,873.71
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
TOTAL PRODUCTION HOURS & PAYROLL	270			**$ 17,307.54**

OVERHEAD (157.94 %)	$	27,335.53
PROFIT (15.00 %)	$	6,696.46
COST OF MONEY (0.45 %)	$	78.32

DIRECT COSTS	AMOUNT
Travel (mileage)	$ 175.00
Printing	$ 175.00
TOTAL DIRECT COSTS	**$ 350.00**

SUBCONSULTANTS	AMOUNT
Appraisal	$ 14,100.00
TOTAL SUBCONSULTANTS	**$ 14,100.00**

TOTAL FEE	**$ 65,868**

*Rounded to the nearest dollar

SECTION 3: SIGNATURE

FIRM NAME: HDR	SIGNED BY:	
CONSULTANT SIGNATURE	TITLE: AREA MANAGER/VP	DATE: 5/8/25
PROFESSIONAL SERVICES SIGNATURE	TITLE	DATE

KENTUCKY TRANSPORTATION CABINET
Department of Highways
DIVISION OF RIGHT-OF-WAY SERVICES
Rev. 02/2021

RIGHT-OF-WAY PRODUCTION-HOUR WORKSHEET

SECTION 1: PROJECT INFORMATION

COUNTY:		ROUTE:		ITEM #:	
DESC:	Citation Blvd				

SECTION 2: CONSULTANT INFORMATION

CONSULTANT:	HDR		
PREPARED BY:	Carrie Weir	DATE:	Mar 17, 2025

SECTION 3: PRODUCTION HOURS

No.	ITEM	Parcels/ Amount	Hours per Parcel/Unit	Total Hours
PROJECT PREPARATION				
1	Project Report Development/Revisions	1	3	3
2	Public Meeting/Right of Way Meeting			0
3	Acquisition Stage Relocation Report and Updates (Each)			0
4	Minor Acquisition Review- Value Range Preparation			0
5	Title and Closing Attorney Coordination	3	4	12
COMPLEX ACQUISITION				
14	Initial Offer Meeting	3	3	9
15	Follow-Up Meeting(s)/Contacts	3	4	12
16	Records of Contact	3	3	9
17	Parcel File Documentation	3	8	24
18	Payment Packet	3	4	12
19	Check Delivery			0
20	Pro-Rata Property Tax Reminder Letters/Payment Packet			0
21	Condemnation Packet	3	12	36
ROW PROJECT MANAGEMENT				
76	Parcel Review - Acquisition Payment Packet	3	2	6
77	Parcel Review - Condemnation Packet	3	3	9
78	Parcel Review - Relocation Payment Packet			0
79	Parcel Review - Tax Reimbursement Payment Packet			0
80	Monthly Project Status Meetings and Preparation (Each)	12	3	36
81	LFUCG Coordination	12	2	24
82	Sub-Consultant Coordination - Appraisal (Each)	3	4	12
83	City and Internal Coordination - Appraisal Review (Each)	3	2	6
84	Sub-Consultant Coordination - Acquisition (Each)			0
85	Sub-Consultant Coordination - Relocation (Each)			0
86	Invoicing (Each)	12	3	36
87	Project Close-Out	3	8	24
RIGHT OF WAY TOTAL				270

TRANSPORTATION CABINET
DEPARTMENT OF HIGHWAYS
DIRECT COSTS

COUNTY _____ DATE 3/17/2025
PROJECT Citation Blvd
UPN _____
ITEM NO. _____

SUBCONTRACTORS

Mileage

Area	Total Manhours ÷ 8 hours	+ No. of Crew Members	= No. of Days	No. of Round Trips/Day	= Total No. of Trips	Miles/Trip	Rate/Mile	Mileage Cost
Survey Team	0	0	0	0	0	0		$ -
	0	0	0	0	0	0		$ -
							Total Mileage	$ -

Meals

Area	Total Manhours ÷ 8 hours	+ No. of Crew Members	= No. of Days	x No. of Crew Members	= Total Days	Meal	Rate/day	Meals Cost
Survey Team	0	0	0	0	0		$ -	$ -
	0	0	0	0	0		$ -	$ -
	0	0	0	0	0		$ -	$ -
	0	0	0	0	0		$ -	$ -
	0	0	0	0	0		$ -	$ -
	0	0	0	0	0		$ -	$ -
							Total Meals	$ -

*Meals: $8.00-breakfast; $10.00-lunch; $18.00-dinner

Travel Time

Area	No. of Trips	Hours/Trip	No. of Crew Members	x Avg Hourly Survey Rate	x 1.3		Travel Time
Survey Team	0	0	0	$ -	$ -	Total Travel Time	$ -

Lodging

Area	# of Nights	x $96/Night	x No. of Rooms		Lodging Cost
Survey Team	0	$ 96.00	0	Total Lodging	$ -

OTHER PERSONNEL

Mileage

Area	# Miles	Rate/Mile	Mileage Cost
Client Meetings	50	$ 0.70	$ 35
Property Owner Meetings	200	$ 0.70	$ 140
		Total Mileage	$ 175

Meals

Area	x No. of Persons	Meal	Rate/day	Meals Cost
			$ -	$ -
			$ -	$ -
			$ -	$ -
			$ -	$ -
			$ -	$ -
			$ -	$ -
			Total Meals	$ -

*Meals: $8.00-breakfast; $10.00-lunch; $18.00-dinner

Lodging

Area	# of Nights	x $96/Night	x No. of Rooms		Lodging Cost
		$ 96.00		Total Lodging	$ -

PRINTING

Item	No. of Sheets	Cost (each)	Printing Cost
Miscellaneous Reports / Documents - 8-1/2" x 11"	1000	$0.10	$ 100
Sheets for Preliminary Line and Grade Inspection - full size - B/W		$15.00	$ -
Final Check Prints / Production Prints - full size - B/W	50	$1.00	$ 50
Half Scale Plans for Appraiser, Relocation, Acquisition Agents	100	$0.25	$ 25
Final Mylars - full size		$5.00	$ -
Color Prints for Public Meetings / Displays - full size		$85.00	$ -
		Total Printing	$ 175

MISCELLANEOUS

Item	No.	Cost (each)	Misc. Cost
Appraisal (Ben Baker)	3	$3,200.00	$ 9,600
Appraisal Update	3	$1,500.00	$ 4,500
		Total Misc.	$ 14,100

TRANSPORTATION CABINET
DEPARTMENT OF HIGHWAYS
CLASSIFICATIONS AND DETERMINATION OF AVERAGE RATES

COUNTY _____ DATE 3/17/2025
PROJECT Citation Blvd
UPN _____
ITEM NO. _____

Position	8/24/2024 Rate	Escalated Rate 5.425%	% Classification	Cost
Project Preparation				
Project Manager Sr. 2	$ 74.16	$ 78.18	10%	$ 7.82
ROW Project Manager	$ 60.67	$ 63.96	40%	$ 25.58
Real Estate Services Agent	$ 40.96	$ 43.18	50%	$ 21.59
Average Rate			100%	**$ 54.99**
Complex Acquisition				
Project Manager Sr. 2	$ 74.16	$ 78.18	10%	$ 7.82
ROW Project Manager	$ 60.67	$ 63.96	40%	$ 25.58
Real Estate Services Agent	$ 40.96	$ 43.18	50%	$ 21.59
Average Rate			100%	**$ 54.99**
ROW Project Management				
Project Manager Sr. 2	$ 74.16	$ 78.18	50%	$ 39.09
ROW Project Manager	$ 60.67	$ 63.96	50%	$ 31.98
Real Estate Services Agent	$ 40.96	$ 43.18	0%	$ -
Average Rate			100%	**$ 71.07**

Escalated rate increase based on midpoint of project. Maximum allowed salary increase is 5.00%.

- Notice to Proceed 3/21/2025
- Midpoint of Project 9/24/2025
- Right of Way Clearance 3/30/2026

- Audited Rates as of: 8/24/2024
- Midpoint of Project 9/24/2025
- Days (8/24/2024 to Midpoint) = 396

396 Days ÷ 365 =	1.085 Years
1.085 Years x 5.00% per year	5.425% = Escalation Rate

Lexington Fayette Urban County Government

Citation Boulevard Project

Real Estate Services

Scope of Services

Prepared by:

HDR Engineering, Inc.

333 W. Vine Street, Suite 1400

Lexington, KY 40507

April 21, 2025

BACKGROUND

Lexington Fayette Urban County Government (LFUCG) is requesting real estate services to be added to their existing Design contract with HDR Engineering, Inc. (HDR) for the Citation Boulevard Project (Project). The project will impact 3 parcels.

Services to be provided by HDR real estate team include management of real estate services provided, appraisal services, and negotiation through closing.

The following scope of work details the necessary effort to acquire right of way (ROW) for the Project. HDR will accomplish the following tasks:

GENERAL ASSUMPTIONS FOR ALL WORK ELEMENTS

1. This scope of work encompasses services to complete ROW acquisition for the Project. It is anticipated that the following elements of these services will be completed within 2025-2026. The duration of this project is expected to be approximately 13 months from Notice to Proceed.
2. HDR shall coordinate with the LFUCG, as necessary, and in accordance with the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA), applicable State and local laws, and LFUCG administrative rules, to facilitate the acquisition of identified properties.
3. Closings, initial title research, title updates, clearing of title, and other legal services shall be performed by LFUCG.
4. LFUCG shall provide HDR with available project information.
5. Based on the draft of current acquisition plans provided to HDR at the time of scope development, it is assumed there will be up to 3 acquisition parcels and no relocation parcels. Any additional parcels will be handled through an amendment.
6. All deliverables will be produced in accordance with the approved quality control/quality assurance (QC/QA) process established by HDR.
7. All deliverables prepared by HDR shall be provided to the LFUCG – one (1) electronic version.
8. LFUCG will send initial notification letters to impacted landowners.
9. LFUCG will provide templates for offer packages, administrative settlements, conveyance documents, and agreements. HDR will not be responsible for creating or amending any documents for use on this project.
10. LFUCG will identify title deficiencies or needs. LFUCG will oversee obtaining releases for any title issues.
11. HDR will not continue negotiations and landowner meetings after three (3) contacts without a change order from LFUCG.
12. LFUCG will track and ensure the payment of any pro-rata taxes
13. LFUCG will be responsible for making the payments to landowners.

Task 1. Real Estate Services Management

1.1 Provide general ongoing coordination, administration direction, and guidance for the HDR staff working on this project.

1.2 Provide monthly status reports in pdf format.

1.3 Provide QA/QC services required for this project.

1.4 Prepare monthly invoices and work accomplished reports.

Task 2. Acquisition Services

2.1 Review LFUCG provided title report to verify ownership prior to making an offer.

2.2 Contract with an appraiser to provide initial appraisal reports.

2.3 Provide completed appraisal reports to LFUCG to confirm approved value prior to making fair market value offer for each parcel.

2.4 Prepare the initial fair market value offer letter and instruments of conveyance required.

2.5 Present and thoroughly explain offer package to each property owner or the property owner's designated representative.

2.6 Promptly respond to property owner's inquiries.

2.7 Agent will make a maximum of three (3) contacts with each property owner or the property owner's designated representative and maintain a precise record of contacts for each parcel on applicable forms. Details of each meeting with the property owner or representative shall be promptly entered into the Negotiator's Log after each meeting to ensure accuracy.

2.8 Advise property owner of the settlement process. Transmit to LFUCG any valid verbal/written counteroffer from property owners, including supporting documentation, and provide Administrative Settlement Analysis, as necessary.

2.9 If negotiations do not resolve within 45 days or three (3) contacts, a condemnation file will be submitted to LFUCG for last contact/appeals and condemnation.

2.10 Provide signed documents to LFUCG attorney for closing of parcels, if a settlement is reached.

2.11 Submit a complete ROW project file to LFUCG after all parcels are submitted for payment or condemnation.

CONTRACT HISTORY FORM

Project Name: **Citation Boulevard Phase III A**

Contractor: **HDR Engineering, Inc.**

Contract Number and Date: **084-2018** **April 26,2018**

Responsible LFUCG Division: **Division of Engineering**

CONTRACT AND MODIFICATION DETAILS

A.	Original Contract Amount:	$ **366,360.00**	
	Next Lowest Bid Amount: **NA**		
B.	Amount of Selected Alternate or Phase:	$ 0.00	
C.	Cumulative Amount of All Previous Alternates or Phases:	$ **0.00**	
D.	Amended Contract Amount:	$ **366,360.00**	
E.	Cumulative Amount of All Previous Change Orders:	$ **85,020.00**	**23.2%** *(Line E / Line D)*
F.	Amount of This Change Order:	$ **65,868.00**	**18.0%** *(Line F / Line D)*
G.	Total Contract Amount:	$ **517,248.00**	

SIGNATURES

Project Manager: Andrew Grunwald, P.E. Date: 5/12/2025

Reviewed by: Mark Feibes, P.E. Date: 05/12/25

Division Director: W. Douglas Burton, P.E. Date: 5/12/25

RESOLUTION NO. _____ - 2025

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE CHANGE ORDER NO. 2 TO THE AGREEMENT WITH HDR ENGINEERING, FOR THE CITATION BOULEVARD PHASE IIIA PROJECT, INCREASING THE CONTRACT PRICE BY THE SUM OF $65,868.00, FROM $451,380.00 TO $517,248.00.

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute Change Order No. 2, which is attached hereto and incorporated herein by reference, to the Agreement with HDR Engineering, for the Citation Boulevard Phase IIIA Project, increasing the contract price by the sum of $65,868.00, from $451,380.00 to $517,248.00.

Section 2 – That an additional amount, not to exceed the sum of $65,868.00, be and hereby is approved for payment to HDR Engineering, from the following account # 2610-303202-3251-91715, pursuant to the terms of the Change Order.

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

PASSED URBAN COUNTY COUNCIL:

_____
MAYOR

ATTEST:

_____
CLERK OF URBAN COUNTY COUNCIL
0507-25:EPT_4935-3495-1239, v. 1

RESOLUTION NO. 270 - 2025

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE CHANGE ORDER NO. 2 TO THE AGREEMENT WITH HDR ENGINEERING, FOR THE CITATION BOULEVARD PHASE IIIA PROJECT, INCREASING THE CONTRACT PRICE BY THE SUM OF $65,868.00, FROM $451,380.00 TO $517,248.00.

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute Change Order No. 2, which is attached hereto and incorporated herein by reference, to the Agreement with HDR Engineering, for the Citation Boulevard Phase IIIA Project, increasing the contract price by the sum of $65,868.00, from $451,380.00 to $517,248.00.

Section 2 – That an additional amount, not to exceed the sum of $65,868.00, be and hereby is approved for payment to HDR Engineering, from the following account # 2610-303202-3251-91715, pursuant to the terms of the Change Order.

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

PASSED URBAN COUNTY COUNCIL: June 12, 2025

Linda Gorton

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0507-25:EPT_4935-3495-1239, v. 1

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
CONTRACT MODIFICATION
Page 1 of 2

Date:	May 6, 2025	
Project:	Citation Boulevard P-IIIA	
Location:	Citation Boulevard	
Contract No.	084-2018	
Original Contract Amt.	$366,360.00	
Cumulative Amount of Previous Change Orders	$85,020.00	
Percent Change - Previous Change Orders		23.21%
Total Contract Amount Prior to this Change Order	$451,380.00	
Contract Mod No.	2	

To (Contractor):
HDR Engineering, Inc.
333 W. Vine Street, Suit 1400
Lexington KY 40507

You are hereby requested to comply with the following changes from the original contract and Scope of Work;

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	Right-of-Way Services for Citation Boulevard Phase - IIIA		$65,868.00	
	Total decrease	$0.00		
	Total increase		$65,868.00	
	Net Amount of this Change Order	$65,868.00		
	New Contract Amount Including this Change Order	**$517,248.00**		
	Percent Change - This Change Order			17.98%
	Percent Change - All Change Orders			41.19%

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

Recommended by _____ (Proj. Engr.) Date 5/6/2025
Accepted by _____ (Contractor) Date 5/12/25
Approved by _____ (Director) Date 5/12/25
Approved by Nancy Albright (Commissioner) Date 5/15/25
Approved by Linda Gorton (Mayor or CAO) Date 6/13/25

R-270-2025
Original R-241-2018
Contract #084-2018

JUSTIFICATION FOR CHANGE	PROJECT: Citation Boulevard Phase IIIA
	CONTRACT NO.: 084-2018
	CONTRACT MOD: 2

1. Necessity for change: To include Right-of-Way Acquisition services into the Contract. See Attachment A.

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? _X_Yes ___No

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

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

8. Effect on contract completion date: Completion date will be extended 360 days from Change Order Council Ratification.

Linda Gorton

Mayor or CAO

6/13/25

Date

ATTACHMENT - A

KENTUCKY TRANSPORTATION CABINET
Department of Highways
DIVISION OF PROFESSIONAL SERVICES

TC 40-2
Rev. 05/2021
Page 1 of 1

ENGINEERING AND RELATED SERVICES FEE PROPOSAL

SECTION 1: PROJECT INFORMATION

DATE:		COUNTY:		ITEM #:	
PROJECT:	Citation Blvd				
DESC:					

SECTION 2: BUDGET INFORMATION

FEE CONSIDERATIONS	PROPOSED HOURS	NEGOTIATED HOURS	AVERAGE RATE	ESTIMATED COST
Project Preparation	15		$ 54.99	$ 824.85
Complex Acquisition	102		$ 54.99	$ 5,608.98
ROW Project Management	153		$ 71.07	$ 10,873.71
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
TOTAL PRODUCTION HOURS & PAYROLL	270			**$ 17,307.54**

OVERHEAD (157.94 %)	$	27,335.53
PROFIT (15.00 %)	$	6,696.46
COST OF MONEY (0.45 %)	$	78.32

DIRECT COSTS	AMOUNT
Travel (mileage)	$ 175.00
Printing	$ 175.00
TOTAL DIRECT COSTS	**$ 350.00**

SUBCONSULTANTS	AMOUNT
Appraisal	$ 14,100.00
TOTAL SUBCONSULTANTS	**$ 14,100.00**

TOTAL FEE	**$ 65,868**

*Rounded to the nearest dollar

SECTION 3: SIGNATURE

FIRM NAME: HDR	SIGNED BY:	
[signature] CONSULTANT SIGNATURE	AREA MANAGER VP TITLE	5/8/25 DATE
PROFESSIONAL SERVICES SIGNATURE	TITLE	DATE

KENTUCKY TRANSPORTATION CABINET
Department of Highways
DIVISION OF RIGHT-OF-WAY SERVICES

RIGHT-OF-WAY PRODUCTION-HOUR WORKSHEET

SECTION 1: PROJECT INFORMATION

COUNTY:		ROUTE:		ITEM #:	
DESC:	Citation Blvd				

SECTION 2: CONSULTANT INFORMATION

CONSULTANT:	HDR		
PREPARED BY:	Carrie Weir	DATE:	Mar 17, 2025

SECTION 3: PRODUCTION HOURS

No.	ITEM	Parcels/ Amount	Hours per Parcel/Unit	Total Hours
PROJECT PREPARATION				
1	Project Report Development/Revisions	1	3	3
2	Public Meeting/Right of Way Meeting			0
3	Acquisition Stage Relocation Report and Updates (Each)			0
4	Minor Acquisition Review- Value Range Preparation			0
5	Title and Closing Attorney Coordination	3	4	12
COMPLEX ACQUISITION				
14	Initial Offer Meeting	3	3	9
15	Follow-Up Meeting(s)/Contacts	3	4	12
16	Records of Contact	3	3	9
17	Parcel File Documentation	3	8	24
18	Payment Packet	3	4	12
19	Check Delivery			0
20	Pro-Rata Property Tax Reminder Letters/Payment Packet			0
21	Condemnation Packet	3	12	36
ROW PROJECT MANAGEMENT				
76	Parcel Review - Acquisition Payment Packet	3	2	6
77	Parcel Review - Condemnation Packet	3	3	9
78	Parcel Review - Relocation Payment Packet			0
79	Parcel Review - Tax Reimbursement Payment Packet			0
80	Monthly Project Status Meetings and Preparation (Each)	12	3	36
81	LFUCG Coordination	12	2	24
82	Sub-Consultant Coordination - Appraisal (Each)	3	4	12
83	City and Internal Coordination - Appraisal Review (Each)	3	2	6
84	Sub-Consultant Coordination - Acquisition (Each)			0
85	Sub-Consultant Coordination - Relocation (Each)			0
86	Invoicing (Each)	12	3	36
87	Project Close-Out	3	8	24
	RIGHT OF WAY TOTAL			**270**

TRANSPORTATION CABINET
DEPARTMENT OF HIGHWAYS
DIRECT COSTS

COUNTY
PROJECT Citation Blvd
UPN
ITEM NO.

DATE 3/17/2025

SUBCONTRACTORS

Mileage

Area	Total Manhours ÷ 8 hours	÷ No. of Crew Members	= No. of Days	No. of Round Trips/Day	= Total No. of Trips	Miles/Trip	Rate/Mile	Mileage Cost
Survey Team	0	0	0	0	0	0		$ -
	0	0	0	0	0	0		$ -
							Total Mileage	$ -

Meals

Area	Total Manhours ÷ 8 hours	÷ No. of Crew Members	= No. of Days	x No. of Crew Members	= Total Days		Meal	Rate/day	Meals Cost
Survey Team	0	0	0	0	0			$ -	$ -
	0	0	0	0	0			$ -	$ -
	0	0	0	0	0			$ -	$ -
	0	0	0	0	0			$ -	$ -
	0	0	0	0	0			$ -	$ -
	0	0	0	0	0			$ -	$ -
								Total Meals	$ -

*Meals: $8.00-breakfast; $10.00-lunch; $18.00-dinner

Travel Time

Area	No. of Trips	Hours/Trip	No. of Crew Members	x Avg Hourly Survey Rate	x 1.3		Travel Time
Survey Team	0	0	0	$42.53 $ -	$ -	Total Travel Time	$ -

Lodging

Area	# of Nights	x $96/Night	x No. of Rooms		Lodging Cost
Survey Team	0	$ 96.00	0	Total Lodging	$ -

OTHER PERSONNEL

Mileage

Area	# Miles	Rate/Mile	Mileage Cost
Client Meetings	50	$ 0.70	$ 35
Property Owner Meetings	200	$ 0.70	$ 140
		Total Mileage	$ 175

Meals

Area	x No. of Persons	Meal	Rate/day	Meals Cost
			$ -	$ -
			$ -	$ -
			$ -	$ -
			$ -	$ -
			$ -	$ -
			$ -	$ -
			Total Meals	$ -

*Meals: $8.00-breakfast; $10.00-lunch; $18.00-dinner

Lodging

Area	# of Nights	x $96/Night	x No. of Rooms		Lodging Cost
		$ 96.00		Total Lodging	$ -

PRINTING

Item	No. of Sheets	Cost (each)	Printing Cost
Miscellaneous Reports / Documents - 8-1/2" x 11"	1000	$0.10	$ 100
Sheets for Preliminary Line and Grade Inspection - full size - B/W		$15.00	$ -
Final Check Prints / Production Prints - full size - B/W	50	$1.00	$ 50
Half Scale Plans for Appraisor, Relocation, Acquisition Agents	100	$0.25	$ 25
Final Mylars - full size		$5.00	$ -
Color Prints for Public Meetings / Displays - full size		$85.00	$ -
		Total Printing	$ 175

MISCELLANEOUS

Item	No.	Cost (each)	Misc. Cost
Appraisal (Ben Baker)	3	$3,200.00	$ 9,600
Appraisal Update	3	$1,500.00	$ 4,500
		Total Misc.	$ 14,100

TRANSPORTATION CABINET
DEPARTMENT OF HIGHWAYS
CLASSIFICATIONS AND DETERMINATION OF AVERAGE RATES

DATE 3/17/2025

COUNTY
PROJECT Citation Blvd
UPN
ITEM NO.

Position	8/24/2024 Rate	Escalated Rate 5.425%	% Classification	Cost
Project Preparation				
Project Manager Sr. 2	$ 74.16	$ 78.18	10%	$ 7.82
ROW Project Manager	$ 60.67	$ 63.96	40%	$ 25.58
Real Estate Services Agent	$ 40.96	$ 43.18	50%	$ 21.59
Average Rate			100%	**$ 54.99**
Complex Acquisition				
Project Manager Sr. 2	$ 74.16	$ 78.18	10%	$ 7.82
ROW Project Manager	$ 60.67	$ 63.96	40%	$ 25.58
Real Estate Services Agent	$ 40.96	$ 43.18	50%	$ 21.59
Average Rate			100%	**$ 54.99**
ROW Project Management				
Project Manager Sr. 2	$ 74.16	$ 78.18	50%	$ 39.09
ROW Project Manager	$ 60.67	$ 63.96	50%	$ 31.98
Real Estate Services Agent	$ 40.96	$ 43.18	0%	$ -
Average Rate			100%	**$ 71.07**

Escalated rate increase based on midpoint of project. Maximum allowed salary increase is 5.00%.

- Notice to Proceed 3/21/2025
- Midpoint of Project 9/24/2025
- Right of Way Clearance 3/30/2026

- Audited Rates as of: 8/24/2024
- Midpoint of Project 9/24/2025
- Days (8/24/2024 to Midpoint) = 396

396 Days ÷ 365 =	1.085 Years
1.085 Years x 5.00% per year	5.425% = Escalation Rate

Lexington Fayette Urban County Government

Citation Boulevard Project

Real Estate Services

Scope of Services

Prepared by:

HDR Engineering, Inc.

333 W. Vine Street, Suite 1400

Lexington, KY 40507

April 21, 2025

BACKGROUND

Lexington Fayette Urban County Government (LFUCG) is requesting real estate services to be added to their existing Design contract with HDR Engineering, Inc. (HDR) for the Citation Boulevard Project (Project). The project will impact 3 parcels.

Services to be provided by HDR real estate team include management of real estate services provided, appraisal services, and negotiation through closing.

The following scope of work details the necessary effort to acquire right of way (ROW) for the Project. HDR will accomplish the following tasks:

GENERAL ASSUMPTIONS FOR ALL WORK ELEMENTS

1. This scope of work encompasses services to complete ROW acquisition for the Project. It is anticipated that the following elements of these services will be completed within 2025-2026. The duration of this project is expected to be approximately 13 months from Notice to Proceed.
2. HDR shall coordinate with the LFUCG, as necessary, and in accordance with the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA), applicable State and local laws, and LFUCG administrative rules, to facilitate the acquisition of identified properties.
3. Closings, initial title research, title updates, clearing of title, and other legal services shall be performed by LFUCG.
4. LFUCG shall provide HDR with available project information.
5. Based on the draft of current acquisition plans provided to HDR at the time of scope development, it is assumed there will be up to 3 acquisition parcels and no relocation parcels. Any additional parcels will be handled through an amendment.
6. All deliverables will be produced in accordance with the approved quality control/quality assurance (QC/QA) process established by HDR.
7. All deliverables prepared by HDR shall be provided to the LFUCG – one (1) electronic version.
8. LFUCG will send initial notification letters to impacted landowners.
9. LFUCG will provide templates for offer packages, administrative settlements, conveyance documents, and agreements. HDR will not be responsible for creating or amending any documents for use on this project.
10. LFUCG will identify title deficiencies or needs. LFUCG will oversee obtaining releases for any title issues.
11. HDR will not continue negotiations and landowner meetings after three (3) contacts without a change order from LFUCG.
12. LFUCG will track and ensure the payment of any pro-rata taxes
13. LFUCG will be responsible for making the payments to landowners.

Task 1. Real Estate Services Management

1.1 Provide general ongoing coordination, administration direction, and guidance for the HDR staff working on this project.

1.2 Provide monthly status reports in pdf format.

1.3 Provide QA/QC services required for this project.

1.4 Prepare monthly invoices and work accomplished reports.

Task 2. Acquisition Services

2.1 Review LFUCG provided title report to verify ownership prior to making an offer.

2.2 Contract with an appraiser to provide initial appraisal reports.

2.3 Provide completed appraisal reports to LFUCG to confirm approved value prior to making fair market value offer for each parcel.

2.4 Prepare the initial fair market value offer letter and instruments of conveyance required.

2.5 Present and thoroughly explain offer package to each property owner or the property owner's designated representative.

2.6 Promptly respond to property owner's inquiries.

2.7 Agent will make a maximum of three (3) contacts with each property owner or the property owner's designated representative and maintain a precise record of contacts for each parcel on applicable forms. Details of each meeting with the property owner or representative shall be promptly entered into the Negotiator's Log after each meeting to ensure accuracy.

2.8 Advise property owner of the settlement process. Transmit to LFUCG any valid verbal/written counteroffer from property owners, including supporting documentation, and provide Administrative Settlement Analysis, as necessary.

2.9 If negotiations do not resolve within 45 days or three (3) contacts, a condemnation file will be submitted to LFUCG for last contact/appeals and condemnation.

2.10 Provide signed documents to LFUCG attorney for closing of parcels, if a settlement is reached.

2.11 Submit a complete ROW project file to LFUCG after all parcels are submitted for payment or condemnation.

CONTRACT HISTORY FORM

Project Name: **Citation Boulevard Phase III A**

Contractor: **HDR Engineering, Inc.**

Contract Number and Date: **084-2018** **April 26,2018**

Responsible LFUCG Division: **Division of Engineering**

CONTRACT AND MODIFICATION DETAILS

A.	Original Contract Amount:	$ **366,360.00**	
	Next Lowest Bid Amount: **NA**		
B.	Amount of Selected Alternate or Phase:	$ 0.00	
C.	Cumulative Amount of All Previous Alternates or Phases:	$ **0.00**	
D.	Amended Contract Amount:	$ **366,360.00**	
E.	Cumulative Amount of All Previous Change Orders:	$ **85,020.00**	**23.2%** *(Line E / Line D)*
F.	Amount of This Change Order:	$ **65,868.00**	**18.0%** *(Line F / Line D)*
G.	Total Contract Amount:	$ **517,248.00**	

SIGNATURES

Project Manager: Andrew Grunwald, P.E. Date: 5/12/2025

Reviewed by: Mark Feibes, P.E. Date: 05/12/25

Division Director: W. Douglas Burton, P.E. Date: 5/12/25

Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0509-25

File ID:	0509-25	**Type:**	Resolution	**Status:**	Approved
Version:	1	**Contract #:**	137-2025	**In Control:**	Urban County Council
				File Created:	05/19/2025
File Name:	Legacy Business Park Contract			**Final Action:**	05/29/2025

Title: A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute Change Order No. 5 to the Professional Services Agreement with Gresham Smith, for Phase II Construction for the Legacy Business Park, increasing the Contract by the sum of $548,000, from $3,340,305 to $3,888,305. [Mayor's Office, Bencz]

Notes: SAF in CCO copies given back to Craig Bencz in MO. 6.2.25 AA

Sponsors:		**Enactment Date:**	05/29/2025
Attachments:	bluesheet memo - Legacy Business Park Change Order 5 20250515, LBP_Project_Change_Notice6, Change Order 5 - LBP - pending signature, RESO 509-25 Change order 5 Gresham Smith Legacy Business Park 4916-0780-0391 v.1.docx, R-244-2025, Contract #137-2025	**Enactment Number:**	R-244-2025
Deed #:		**Hearing Date:**	
Drafter:	Troy Black	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	05/27/2025	Approved and Referred to Docket	Urban County Council	05/29/2025		Pass
1	Urban County Council	05/29/2025	Received First Reading	Urban County Council	05/29/2025		
1	Urban County Council	05/29/2025	Suspended Rules for Second Reading				Pass
1	Urban County Council	05/29/2025	Approved				Pass

Text of Legislative File 0509-25

Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County

Government, to execute Change Order No. 5 to the Professional Services Agreement with Gresham Smith, for Phase II Construction for the Legacy Business Park, increasing the Contract by the sum of $548,000, from $3,340,305 to $3,888,305. [Mayor's Office, Bencz]

Summary

Authorization to execute Contract Modification #5 with Gresham Smith for a change in the scope of services for Construction Contract Administration services in the amount of $548,000 for the Legacy Business Park project. The total Contract amount, including this modification, is $3,888.305. Funds are Budgeted. (L0509-25)(Bencz/Atkins)

Budgetary Implications [select]: Yes

Advance Document Review:

Law: {Yes, Completed by [Evan Thompson, 5/19/2025]}

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

Fully Budgeted [select]: Yes

Account Number: 1105-136103-0001-71299

This Fiscal Year Impact: $548,000

Annual Impact: NA

Project: LEGACYBUSP_2024

Activity:

Budget Reference:

Current Balance: BA in process

MAYOR LINDA GORTON

LEXINGTON

KEVIN ATKINS
CHIEF DEVELOPMENT OFFICER

TO: Mayor Linda Gorton
Urban County Council

FROM: Craig Bencz
Administrative Officer Sr.

CC: Kevin Atkins
Chief Development Officer

DATE: May 15, 2025

SUBJECT: Contract Modification – Legacy Business Park

Request

Request Council authorization to execute a contract modification with Gresham Smith for a change in the scope of services for Construction Contract Administration services in the amount of $548,000 for the Legacy Business Park project.

Reason for Request

This contract modification extends the scope of services for Construction Contract Administration ("CCA") through the completion of construction of Legacy Business Park. The original contract included CCA services for Phase I of the project adjacent to Georgetown Road. Since that time, funding has been secured to complete the entire project in a single phase, necessitating this contract modification.

The Professional Services Agreement with Gresham Smith for the Legacy Business Park project was approved on February 16, 2023 (Resolution No. 091-2023) in the amount of $2,229,000. Since that time, four contract modifications have been approved by Council for completion of additional archaeological site investigation as required by the USACE: Contract Modification 1 was executed in July 2023 and allocated $36,682 for an increase in scope to the Phase I archaeological site survey; Contract Modification 2 was approved on December 7, 2023 (Resolution No. 663-2023), which approved an additional $282,528 for the completion of a Phase II archaeological site study; Contract Modification 3 was approved on June 27, 2024 (Resolution No. 322-2024), which approved the initial scope of the Phase III archaeological site survey in the amount of $450,894; and Contract Modification 4 was approved on December 5,

2024 (Resolution No. 628-2024) in the amount of $341,201 for expanded services on the Phase III archaeological data recovery.

This contract modification will increase the overall contract with Gresham Smith by $548,000. The total contract amount including this modification is $3,888,305.

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

The cost for this FY is: $548,000

The cost for future FY is: N/A

Are the funds budgeted?

The funds are budgeted.

Account number: 1105-136103-0001-71299, LEGACYBUSP_2024

File Number:

Director/Commissioner: Bencz/Atkins

Gresham Smith

Project Change Notice

Project Name/Location:		Legacy Business Park	
Client Name:		Lexington Fayette Urban County Government	
PCN Number:	6		
GS PM Name:	Masterson	Gresham Smith Project #:	48334.00
Date Prepared:	4/22/2025	Client Project #:	
PCN Name/Title:	Contract Modification 6		

Description of Change and Impacts:

The project change notification includes scope and fee for Phase II Construction Contract Administration at Legacy Business Park. The original agreement assumed only Phase 1 construction build out. Since funding has been secured to build the entire project at once, additional construction contract administration scope and fee is requested to cover the additional construction activity. This fee covers daily onsite observation, OAC meetings, contractor submittal reviews, pay application reviews, change order request reviews, and request for information.

Source of Change (Select from drop-down, or over-type):	Added scope due to additional funding
References/Attachments, if any:	NA

Design/CCA Budget Impact

Compensation/Fee:	(Time & Material - Not to Exceed)	$548,000
Reimbursable Expenses:		NA
Total:		$548,000
Design/CCA Schedule Impact:	Anticipate additional 6 months of construction schedule.	
Other Impacts:		

Authorization:

By:		By:	
	(Client's Authorized Representative)		(Gresham Smith's Authorized Signer)
Name:		Name:	Louis Johnson
Title:		Title:	Executive Vice President
Date:		Date:	4.22.2025

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT CONTRACT CHANGE ORDER	DATE:	May 15, 2025
	Contract Modification:	5
	CONTRACT #:	Res. 091-2023

PROJECT: Legacy Business Park

TO: Gresham Smith

Original Contract Amount	$2,229,000.00
Cumulative Amount of Previous Contract Modifications	$1,111,305.00
Percent Change of Previous Contract Modifications	50%
Existing Contract Amount	$3,340,305.00
Net (increase/decrease) in Contract Amount - (From following pages)	$548,000.00
Percent Change of This Contract Modification	25%
Original Contract Amount	$2,229,000.00
Cumulative Amount of all Contract Modifications	$1,659,305.00
Percent Change of all Contract Modifications	74%
New Contract Amount Including this Change Order	$3,888,305.00

Recommended by Craig Bang (Proj. Manager) Date 5/15/2025

Accepted by Erin Masterson (Consultant) Date 5/19/2025

Accepted by ——— (Contractor) Date _____

Approved by _____ (Director) Date _____

Approved by [signature] (Commissioner) Date 5/19/2025

Approved by _____ (Mayor or CAO) Date _____

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT CONTRACT MODIFICATION	DATE:	May 15, 2025
	Contract Mod #:	5
	CONTRACT #:	Res. 091-2023

Project: Legacy Business Park

TO: Gresham Smith

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

Item No.	ADD / DEL	Description of changes	Units	Quantity	Unit Price	Decrease in contract price	Increase in contract price
1	ADD	Professional Svcs - Phase II Const. Contract Admin.	LS	1	$ 548,000.00	$ -	$ 548,000.00
2						$ -	
3						$ -	$ -
4						$ -	$ -
5						$ -	$ -
6						$ -	$ -
7						$ -	$ -
8						$ -	$ -
9						$ -	$ -
10						$ -	$ -
11						$ -	$ -
12						$ -	$ -
13						$ -	$ -
14						$ -	$ -
15						$ -	$ -
Total decrease						$ -	
Total increase							$ 548,000.00
Net (increase) in contract price							$ 548,000.00

JUSTIFICATION FOR CHANGE		
	PROJECT:	Legacy Business Park
	CONTRACT NO.	Res. 091-2023
	CHANGE ORDER:	5

1. Necessity for change: Theis change adds Construction Contract Administration tasks for "Phase II" of the project, essentially expanding CCA services to the entire site to allow construction in a single phase.

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: This will not impact the contract completion date.

_____ _____

Mayor Date

RESOLUTION NO. _____ - 2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE CHANGE ORDER NO. 5 TO THE PROFESSIONAL SERVICES AGREEMENT WITH GRESHAM SMITH, FOR PHASE II CONSTRUCTION FOR THE LEGACY BUSINESS PARK, INCREASING THE CONTRACT BY THE SUM OF $548,000.00, FROM $3,340,305.00 TO $3,888,305.00.

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute Change Order No. 5, which is attached hereto and incorporated herein by reference, to the Professional Services Agreement with Gresham Smith, for Phase II construction for the Legacy Business Park, increasing the contract price by the sum of $548,000.00, from $3,340,305.00 to $3,888,305.00.

Section 2 – That an additional amount, not to exceed the sum of $548,000.00, be and hereby is approved for payment to Gresham Smith, from account # 1105-136103-0001-71299, pursuant to the terms of the Change Order and contingent upon passage of a pending budget amendment.

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

PASSED URBAN COUNTY COUNCIL:

_____
MAYOR

ATTEST:

_____
CLERK OF URBAN COUNTY COUNCIL
0509-25:EPT_4916-0780-0391, v. 1

RESOLUTION NO. 244 - 2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE CHANGE ORDER NO. 5 TO THE PROFESSIONAL SERVICES AGREEMENT WITH GRESHAM SMITH, FOR PHASE II CONSTRUCTION FOR THE LEGACY BUSINESS PARK, INCREASING THE CONTRACT BY THE SUM OF $548,000.00, FROM $3,340,305.00 TO $3,888,305.00.

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute Change Order No. 5, which is attached hereto and incorporated herein by reference, to the Professional Services Agreement with Gresham Smith, for Phase II construction for the Legacy Business Park, increasing the contract price by the sum of $548,000.00, from $3,340,305.00 to $3,888,305.00.

Section 2 – That an additional amount, not to exceed the sum of $548,000.00, be and hereby is approved for payment to Gresham Smith, from account # 1105-136103-0001-71299, pursuant to the terms of the Change Order and contingent upon passage of a pending budget amendment.

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

PASSED URBAN COUNTY COUNCIL: May 29, 2025

Linda Gorton
MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL
0509-25:EPT_4916-0780-0391, v. 1

Gresham Smith

Project Change Notice

Project Name/Location:		Legacy Business Park	
Client Name:		Lexington Fayette Urban County Government	
PCN Number:	6		
GS PM Name:	Masterson	Gresham Smith Project #:	48334.00
Date Prepared:	4/22/2025	Client Project #:	
PCN Name/Title:	Contract Modification 6		

Description of Change and Impacts:

The project change notification includes scope and fee for Phase II Construction Contract Administration at Legacy Business Park. The original agreement assumed only Phase 1 construction build out. Since funding has been secured to build the entire project at once, additional construction contract administration scope and fee is requested to cover the additional construction activity. This fee covers daily onsite observation, OAC meetings, contractor submittal reviews, pay application reviews, change order request reviews, and request for information.

Source of Change (Select from drop-down, or over-type):	Added scope due to additional funding
References/Attachments, if any:	NA

Design/CCA Budget Impact

Compensation/Fee:	(Time & Material - Not to Exceed)	$548,000
Reimbursable Expenses:		NA
Total:		$548,000
Design/CCA Schedule Impact:	Anticipate additional 6 months of construction schedule.	
Other Impacts:		

Authorization:

By:		By:	
	(Client's Authorized Representative)		(Gresham Smith's Authorized Signer)
Name:		Name:	Louis Johnson
Title:		Title:	Executive Vice President
Date:		Date:	4.22.2025

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT CONTRACT CHANGE ORDER	DATE:	May 15, 2025
	Contract Modification:	5
	CONTRACT #:	Res. 091-2023

PROJECT: Legacy Business Park

TO: Gresham Smith

Original Contract Amount	$2,229,000.00
Cumulative Amount of Previous Contract Modifications	$1,111,305.00
Percent Change of Previous Contract Modifications	50%
Existing Contract Amount	$3,340,305.00
Net (increase/decrease) in Contract Amount - (From following pages)	$548,000.00
Percent Change of This Contract Modification	25%
Original Contract Amount	$2,229,000.00
Cumulative Amount of all Contract Modifications	$1,659,305.00
Percent Change of all Contract Modifications	74%
New Contract Amount Including this Change Order	$3,888,305.00

Recommended by Craig Bang (Proj. Manager) Date 5/15/2025

Accepted by Erin Masterson (Consultant) Date 5/19/2025

Accepted by ——— (Contractor) Date _____

Approved by _____ (Director) Date _____

Approved by [signature] (Commissioner) Date 5/19/2025

Approved by Linda Gorton (Mayor or CAO) Date 6/2/2025

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT CONTRACT MODIFICATION	DATE:	May 15, 2025
	Contract Mod #:	5
	CONTRACT #:	Res. 091-2023

Project: Legacy Business Park

TO: Gresham Smith

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

Item No.	ADD / DEL	Description of changes	Units	Quantity	Unit Price	Decrease in contract price	Increase in contract price
1	ADD	Professional Svcs - Phase II Const. Contract Admin.	LS	1	$ 548,000.00	$ -	$ 548,000.00
2						$ -	
3						$ -	$ -
4						$ -	$ -
5						$ -	$ -
6						$ -	$ -
7						$ -	$ -
8						$ -	$ -
9						$ -	$ -
10						$ -	$ -
11						$ -	$ -
12						$ -	$ -
13						$ -	$ -
14						$ -	$ -
15						$ -	$ -
Total decrease						$ -	
Total increase							$ 548,000.00
Net (increase) in contract price							$ 548,000.00

JUSTIFICATION FOR CHANGE		
	PROJECT:	Legacy Business Park
	CONTRACT NO.	Res. 091-2023
	CHANGE ORDER:	5

1. Necessity for change: Theis change adds Construction Contract Administration tasks for "Phase II" of the project, essentially expanding CCA services to the entire site to allow construction in a single phase.

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: This will not impact the contract completion date.

Linda Gorton
Mayor

6/2/2025
Date

Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0510-25

File ID: 0510-25 **Type:** Resolution **Status:** Approved

Version: 2 **Contract #:** 107-2025 **In Control:** Urban County Council

File Created: 05/19/2025

File Name: Request Council authorization to execute Contract Modification No. 1 in the amount of $75,123 with HDR Engineering, Inc. for engineering services associated with the Citation Boulevard Phase IIIB project for the Division of Engineering. The new contract p

Final Action: 06/12/2025

Title: A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute Change Order No. 1 to the Contract with HDR Engineering, Inc., for engineering services for the Citation Boulevard Phase 111B Project, increasing the Contract price by the sum of $75,123, from $249,802 to $324,925. [Div. of Engineering, Burton]

Notes: SAF in CCO copy given back to Celia in Grants. 6.18.25 AA

Sponsors:

Enactment Date: 06/12/2025

Attachments: 25 - Blue Sheet Memo - Citation Blvd IIIB CM No. 1, Citation Blvd 111B - Change Order No. 1, KYTC Letter Citation Blvd IIIB, Resolution 165-2025, 510-25 change order 1 hdr 4924-3188-0262 v.1.docx, R-271-2025

Enactment Number: R-271-2025

Deed #:

Hearing Date:

Drafter: Katrina James

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
2	Urban County Council Work Session	05/27/2025	Approved and Referred to Docket	Urban County Council	05/29/2025		Pass
2	Urban County Council	05/29/2025	Received First Reading	Urban County Council	06/12/2025		
2	Urban County Council	06/12/2025	Approved				Pass

Text of Legislative File 0510-25

Title

A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute Change Order No. 1 to the Contract with HDR Engineering, Inc., for engineering services for the Citation Boulevard Phase 111B Project, increasing the Contract price by the sum of $75,123, from $249,802 to $324,925. [Div. of Engineering, Burton]

Summary

Authorization to execute Contract Modification No. 1 in the amount of $75,123 with HDR Engineering, Inc. for engineering services associated with the Citation Boulevard Phase IIIB project for field surveying, addition of Asbury Lane connection, adjustments for drainage associated with Asbury Lane, and additional QA/QC work. The new Contract price will be $324,925. Funds are Budgeted. (L0510-25)(Burton/Albright)

Budgetary Implications: Yes

Advance Document Review:

Law: Yes, Completed by Michael Sanner, 5/19/2025

Risk Management: N/A

Fully Budgeted: Yes

Account Number: 3160-303202-3251-91715

This Fiscal Year Impact: $75,123

Annual Impact: $0

Project: CIT3B_CV_2023

Activity: DESIGN

Budget Reference: 2023

Current Balance: $101,599.00

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: **MAY 16, 2025**

SUBJECT: **Contract Modification No. 1 to Engineering Service Agreement with HDR Engineering, Inc. Contract #305-2022 – Citation Boulevard Phase IIIB**

Request: Council authorization to execute Contract Modification No. 1 in the amount of $75,123 with HDR Engineering, Inc. for engineering services associated with the Citation Boulevard Phase IIIB project for the Division of Engineering. The new contract price will be $324,925.

Purpose of Request: On December 6, 2022 (Resolution 683-2022), Council authorized to execute an agreement with HDR Engineering, Inc. for design of Citation Boulevard Phase IIIB at a cost of $249,802. On April 4, 2025 (Resolution 165-2025), Council approved to accept additional $100,000 in federal funding Citation Boulevard phase IIIB project for design.

The LFUCG Division of Engineering needs to amend the Design Agreement for the Citation Boulevard Phase IIIB Project. The Contract Modification will include additional funds for Field Surveying, addition of Asbury Lane connection, adjustments for drainage associated with Asbury Lane and additional QA/QC work.

What is the cost in this budget year and future budget years? $75,123 is cost in FY2025. No costs are anticipated in future budget years.

Are the funds budgeted? Yes, the funds are budgeted in 3160-303202-3251-91715 CIT3B_CV_2023 DESIGN 2023

File Number: 0510-25

Director/Commissioner: Burton/Albright

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT CONTRACT MODIFICATION
Page 1 of 2

Date:	May 13, 2025	
Project:	Citation Boulevard P-IIIB	
Location:	Citation Boulevard	
Contract No.	305-2022	
Original Contract Amt.	$249,802.00	
Cumulative Amount of Previous Change Orders	$0.00	
Percent Change - Previous Change Orders		0.00%
Total Contract Amount Prior to this Change Order	$249,802.00	
Contract Mod No.	1	

To (Contractor):
HDR Engineering, Inc.
333 W. Vine Street, Suit 1400
Lexington KY 40507

You are hereby requested to comply with the following changes from the original contract and Scope of Work;

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	Design Services for Citation Boulevard Phase - IIIB		$75,123.00	
	Total decrease	$0.00		
	Total increase		$75,123.00	
	Net Amount of this Change Order	$75,123.00		
	New Contract Amount Including this Change Order	**$324,925.00**		
	Percent Change - This Change Order			30.07%
	Percent Change - All Change Orders			30.07%

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

Recommended by _____ (Proj. Engr.) Date 5/13/2025

Accepted by _____ (Contractor) Date 5/13/2025

Approved by _____ (Director) Date 5/15/25

Approved by Nancy Albright (Commissioner) Date 5/16/25

Approved by _____ (Mayor or CAO) Date _____

JUSTIFICATION FOR CHANGE	PROJECT: Citation Boulevard Phase IIIB
	CONTRACT NO.: 305-2022
	CONTRACT MOD: 1

1. Necessity for change: To incorporate design changes from Right-of-Way Acquisition, design changes for drainage modifications, modifications to alignment, and additional surveying. See Attachment A.

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? _X_Yes ___No

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

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

8. Effect on contract completion date: Completion date will be extended 360 days from Change Order Council Ratification.

Mayor or CAO _____ Date _____

HDR

Citation Boulevard Phase IIIB Contract Modification #2 Scope Summary

Survey: 94 hours

- These hours are for the required additional survey to add the Asbury Lane extension connecting to Citation Boulevard.
- These hours are for setting the property corners on the 2 Parcels requiring Right of Way changes for the Asbury Lane extension connecting to Citation Boulevard.

Preliminary Line and Grade: 16 hours

- These hours are for the preliminary horizontal design, vertical design, and modeling of the Asbury Lane extension connecting to Citation Boulevard.

Utility Coordination: 8 hours

- These hours are for the additional utility coordination required for the Asbury Lane extension connecting to Citation Boulevard.

Right of Way Plans: 68 hours

- These hours are for additional Right of Way Plan preparation work for the Asbury Lane extension connecting to Citation Boulevard. There are edits to Parcel 150 and a new parcel on the Western side of Asbury.

Final Plan Preparation: 209 hours

- These hours are for all final horizontal/vertical/modeling work, final plan production work, final horizontal/vertical/modeling work, drainage design, drainage analysis, and maintenance of traffic plan work associated with the Asbury Lane extension connecting to Citation Boulevard.
- These hours are for the Signal Pole relocation plans required at Citation and Russell Cave Road.

KENTUCKY TRANSPORTATION CABINET
Department of Highways
DIVISION OF PROFESSIONAL SERVICES

ENGINEERING AND RELATED SERVICES FEE PROPOSAL

TC 40-2
Rev. 12/2022

SECTION 1: PROJECT INFORMATION

DATE:	Dec 6, 2024	COUNTY:	Fayette	ITEM #:	7-447
PROJECT:	Citation Boulevard Phase III-B				
DESC:	Contract Mod. #2: Asbury Lane, Survey, Signal Design				

SECTION 2: BUDGET INFORMATION

FEE CONSIDERATIONS	PROPOSED HOURS	NEGOTIATED HOURS	AVERAGE RATE	ESTIMATED COST
Survey	94		$ 52.34	$ 4,919.96
Preliminary Line and Grade	16		$ 60.45	$ 967.20
Utility Coordination	8		$ 65.00	$ 520.00
Right-of-Way Plans	68		$ 65.36	$ 4,444.48
Final Plans	209		$ 65.36	$ 13,660.24
				$ -
				$ -
				$ -
				$ -
				$ -
TOTAL PRODUCTION HOURS & PAYROLL	395			**$ 24,511.88**

OVERHEAD (157.94 %)	$	38,714.06
PROFIT (15.00 %)	$	9,483.89
COST OF MONEY (0.45 %)	$	110.92

DIRECT COSTS	AMOUNT
Mileage	$ 893.20
Meals	$ 110.00
Survey Crew Travel Time	$ 1,496.92
Lodging	$ -
Printing and/or Misc.	$ -
TOTAL DIRECT COSTS	**$ 2,500.12**

SUBCONSULTANTS	AMOUNT
TOTAL SUBCONSULTANTS	**$ -**

TOTAL FEE	**$ 75,321**

*Rounded to the nearest dollar

SECTION 3: SIGNATURE

FIRM NAME: HDR ENGINEERING, INC.

SIGNED BY: Kyle R. Guthrie

CONSULTANT SIGNATURE	Vice President/Area Manager TITLE	DATE
PROFESSIONAL SERVICES SIGNATURE	TITLE	DATE

TRANSPORTATION CABINET
DEPARTMENT OF HIGHWAYS
CLASSIFICATIONS AND DETERMINATION OF AVERAGE RATES

COUNTY Fayette
PROJECT Citation Boulevard Phase III-B
ITEM NO. 7-447

Position	12/6/2024 Rate	Escalated Rate 2.493%	% Classification	Cost
Survey				
Principal Project Manager	$ 103.34	$ 105.92	10%	$ 10.59
Project Manager Sr. 1	$ 61.20	$ 62.73	30%	$ 18.82
Graphic Designer Sr	$ 48.45	$ 49.66	30%	$ 14.90
Survey Technician	$ 26.14	$ 26.79	30%	$ 8.04
Average Rate			100%	**$ 52.34**
Preliminary Line and Grade				
Principal Project Manager	$ 103.34	$ 105.92	5%	$ 5.30
Project Manager Sr. 2	$ 74.16	$ 76.01	20%	$ 15.20
Project Engineer 2	$ 51.98	$ 53.28	75%	$ 39.96
Average Rate			100%	**$ 60.45**
Utility Coordination				
Principal Project Manager	$ 103.34	$ 105.92	5%	$ 5.30
Project Manager Sr. 2	$ 74.16	$ 76.01	40%	$ 30.40
Project Engineer 2	$ 51.98	$ 53.28	55%	$ 29.30
Average Rate			100%	**$ 65.00**
Right Of Way Plans				
Principal Project Manager	$ 103.34	$ 105.92	10%	$ 10.59
Project Manager Sr. 2	$ 74.16	$ 76.01	30%	$ 22.80
Project Engineer 2	$ 51.98	$ 53.28	60%	$ 31.97
Average Rate			100%	**$ 65.36**
Final Plans				
Principal Project Manager	$ 103.34	$ 105.92	10%	$ 10.59
Project Manager Sr. 2	$ 74.16	$ 76.01	30%	$ 22.80
Project Engineer 2	$ 51.98	$ 53.28	60%	$ 31.97
Average Rate			100%	**$ 65.36**

Escalated rate increase based on midpoint of project. Maximum allowed salary increase is 5%.

- Notice to Proceed 11/1/2024
- Midpoint of Project 2/22/2025
- Final Plans 6/15/2025

- Audited Rates as of: 8/24/2024
- Midpoint of Project 2/22/2025
- Days (7/29/2023 to Midpoint) = 182

182 Days ÷ 365 =	0.499 Years
0.499 Years x 5% per year	2.493% = Escalation Rate

PRODUCTION-HOUR WORKSHEET (revised 7/14)

COUNTY	Fayette	PROJECT TYPE	
ROUTE	Citation Boulevard Phase III-B	CONSULTANT	HDR Engineering, Inc.
DESC	Contract Mod. #2: Asbury Lane, Survey, Signal Design	REVIEWED BY	
		PREPARED BY	
ITEM NO.	7-447	DATE	12/6/2024

SURVEY

No.	ITEM	CREW	UNIT	AMOUNT	HRS/UNIT	HOURS
	RECONNAISSANCE					
1	Control - (existing)	1	Mile	0.5	12	6
2	Utilities - (data gathering, identification & contact)	1	No.			0
3	Drainage - (sink holes, streams, pipes, etc.)	1	Mile	0.5	16	8
	CONTROL					
4	Horizontal	2	Mile			0
5	Vertical	2	Mile			0
6	Process data	1	Mile			0
	PLANIMETRIC SURVEY					
7	Planimetric location *(specify complete, pickup or update)*	2	Mile	0.5	24	24
8	Subsurface Utility Engineering, Quality Levels C & D	1	Mile			0
9	Subsurface Utility Engineering, Quality Level B	1	LS			0
10	Subsurface Utility Engineering, Quality Level A	1	LS			0
11	Process data	1	Mile	0.5	8	4
	TERRAIN SURVEY					
12	DTM data collection *(Items 11-18 not required if used)*	2	Acre	0.75	10	15
13	Verify terrain model accuracy	2	Mile			0
14	Tie-ins	2	No.	0.5	8	8
15	Drainage situations survey (Bridge)	2	No.			0
16	Drainage situations survey (Culvert)	2	No.			0
17	Drainage pipe section (non-situation size)	2	No.			0
18	Flood plain data	2	No.			0
19	Railroad Surveys	2	No.			0
20	Additional necessary DTM data *(specify pickup or update)*	2	Acre			0
21	Process data	1	Mile	0.5	8	4
	ESTABLISH PROPERTY LINES & OWNERSHIP					
22	Contact & Interview Property Owners	1	Parcel	1	1	1
23	Field tie property lines/corners	2	Parcel	1	4	8
	STAKING					
24	Stake centerlines, approaches, detours	2	Mile			0
25	Stake core holes - structures *(unit is per structure)*	2	No.			0
26	Stake core holes - roadway *(unit is per core hole)*	2	No.			0
	SURVEY MISCELLANEOUS					
27	Determine roadway elevations (Crown and EP)	2	Mile			0
28	Environmental areas	2	No.			0
29	Set Property Corner Pins for R/W Acquisition	2	No.	2	4	16
	SURVEY TOTAL					**94**

PRELIMINARY LINE AND GRADE

No.	ITEM	UNIT	AMOUNT	HRS/UNIT	HOURS
30	Computer setup	LS			0
31	Prepare existing manuscripts	Mile			0
32	Establish approximate property lines and ownership	Parcel			0
33	Study and develop typical sections	No.	1	4	4
34	Study and develop horizontal alignments	Mile	0.25	16	4
35	Study and develop vertical alignments	Mile	0.25	16	4
36	Create and evaluate proposed roadway models	Mile	0.25	16	4
37	Design entrances	No.			0
38	Pre-size pipes (all alternates)	No.	0	0	0
39	Pre-size culverts (all alternates)	No.			0
40	Pre-size bridges (all alternates)	No.			0
41a	Conduct Traffic Engineering Analysis (Basic; Highway Capacity Manual Procedures)	Intersection			0
41b	Conduct Traffic Engineering Analysis (Advanced; Micro-simulation)	Intersection			0
42	Study and development of interchange	No.			0
43	Study and development of intersection	No.	0	0	0
44	Study and develop maintenance of traffic plan	LS	0	0	0
45	Plot/print copies of plans for team meeting and inspections	LS	0	0	0
46	Calculate preliminary quantities and develop cost estimates	Alt.	0	0	0
47	Revise plans and estimates	LS	0	0	0
48	Preliminary Right of Way with taking areas	Parcel	0	0	0
49	Prepare Design Executive Summary	LS			0
50	Develop/document "Avoidance Alternatives to Water Related Impacts"	LS			0
	PRELIMINARY LINE & GRADE MISCELLANEOUS				
51					0
52					0
53					0
54					0
55					0
	PRELIMINARY LINE AND GRADE TOTAL				**16**

UTILITY COORDINATION

No.	ITEM	PERSONS	UNIT	AMOUNT	HRS/UNIT	HOURS
56	Utility Coordination Meeting	2	No.			0
57	Develop Utility Relocation Layout Sheets (1"=200')		Mile			0
58	Develop Utility Relocation Plans (1"=50')		Mile			0
	UTILITY COORDINATION MISCELLANEOUS					
59	Correspondence with Utilities for Location of Existing Facilities		No.	1	8	8
	UTILITY COORDINATION TOTAL					**8**

RIGHT OF WAY PLANS

No.	ITEM	UNIT	AMOUNT	HRS/UNIT	HOURS
60	Deed research	Parcel	1	4	4
61	Establish property and ownership	Parcel	1	4	4
62	Calculate Right of Way	Parcel	2	2	4
63	Prepare legal descriptions	Parcel	2	8	16
64	Complete Right of Way summary sheet	Parcel	2	2	4
65	Generate Right of Way strip map *(scale 1" = xxx')*	Sheet	1	4	4
66	Prepare Right of Way Plans Submittal	LS	0	0	0
67	Right of Way revisions after Right of Way submittal	LS	0	0	0
	R/W PLANS MISCELLANEOUS				
68	Deed Research for Existing Alignments	LS			0
69	Deed Research for Existing Parcels	Parcel			0
70	Prepare Legal Descriptions for Right of Way transfer	Parcel			0
71	Prepare Plats	No.	2	16	32
72					0
					0
					0
	RIGHT OF WAY PLANS TOTAL				**68**

FINAL PLAN PREPARATION

No.	ITEM	UNIT	AMOUNT	HRS/UNIT	HOURS
80	Computer setup	LS			0
81	Update existing topography and terrain model	Mile			0
82	Refine alignments (horizontal & vertical)	Mile	0.25	8	2
83	Develop pavement design	No.	0.25	8	2
84	Finalize templates & transitions	No.			0
85	Develop final roadway model	Mile			0
86	Develop proposed design	Mile			0
87	Generate plan sheets *(scale 1" = 20')*	Sheet	1	8	8
88	Generate profile sheets *(scale 1" = 20')*	Sheet	1	8	8
89	Detail cross sections *(scale 1" = 10')*	No.	7	1	7
90	Design entrances	No.			0
91	Revise roadway plans from soils report	Mile			0
	DRAINAGE				
92	Develop pipe sections (< 54")	No.	4	4	16
93	Develop drainage system map	Mile	0.5	16	8
94	Develop drainage situation (bridge)	No.			0
95	Develop drainage situation (culvert)	No.			0
96	Develop blue line stream channel change (=> 200')	No.			0
97	Drainage analysis (entrance pipes)	No.			0
98	Drainage analysis (A < = 200 acres)	No.			0
99	Drainage analysis (200 acres < A < 1.0 sq. mile)	No.			0
100	Drainage analysis (A = > 1.0 sq. mile) level 1 analysis	No.			0
101	Drainage analysis (A = > 1.0 sq. mile) level 2 analysis	No.			0
102	Drainage analysis (A = > 1.0 sq. mile) level 3 analysis	No.			0
103	Special drainage studies	No.	1	8	8
104	Roadway ditches and channels	Mile			0
105	Develop Erosion Control Plan	Mile	0.25	16	4
106	Inlet spacing calculations	No.	6	1.25	8
107	Storm sewers calculations	No.	6	1.25	8
108	Perform scour analysis	No.			0
109	Assemble preliminary and final drainage folders	LS	0	0	0
110	Prepare advanced situation folder - bridge	No.			0
111	Prepare advanced situation folder - culvert	No.			0
	DRAINAGE MISCELLANEOUS				
112					0
113					0
114		LS			
115					0

FINAL PLAN PREPARATION (Continued)

No.	ITEM	UNIT	AMOUNT	HRS/UNIT	HOURS
116	Prepare layout sheet	LS			0
117	Prepare typical sections	No.			0
118	Prepare Interchange geometric approval	No.			0
119	Prepare intersection geometric approval	No.			0
120	Prepare coordinate control sheet	Mile	0.25	8	2
121	Prepare elevation developments	No.	1	8	8
122	Prepare striping plan	No.			0
123	Calculate final quantities	Mile	0.25	32	8
124	Complete general summary	LS	0	0	0
125	Complete paving summary	LS	0	0	0
126	Complete drainage summary	LS	0	0	0
127	Complete pavement under-drain summary	LS			0
128	Prepare cost estimate	LS	0	0	0
129	Plot/print copies of plans	LS	0	0	0
130	Plan revisions	Mile	0	0	0
131	Prepare final construction plans submittal	LS	0	0	0
	MAINTENANCE OF TRAFFIC				
132	Write maintenance of traffic notes (TCP)	LS	1	4	4
133	Prepare construction phasing plans	Mile	0.5	24	12
134	Develop diversion plan sheets	Sheet	2	6	12
135	Develop diversion profile sheets	Sheet			0
136	Develop diversion cross sections	No.			0
137	Develop temporary drainage	No.			0
	FINAL PLANS MISCELLANEOUS				
138	Document available rock quantities	LS			0
139	Pavement Design Additional Investigation and Study	LS	1	4	4
140	Signal Pole Relocation Plan Set for Citation and Russell Cave Road	LS	1	80	80
141					0
142					0
143					0
	FINAL PLANS TOTAL				**209**

MEETINGS

No.	ITEM	PERSONS	UNIT	AMOUNT	HRS/UNIT	HOURS
150	Prelim. line and grade inspection	2	No.			0
151	Drainage inspection	2	No.			0
152	Final inspection	2	No.			0
153	Misc. project coordination meetings	2	No.	0	0	0
154	Project team meetings	2	No.	0	0	0
	MEETINGS MISCELLANEOUS					
155	Value Engineering Study		LS			0
156	Constructability Review		LS			0
	MEETINGS TOTAL					**0**

PUBLIC INVOLVEMENT

No.	ITEM	PERSONS	UNIT	AMOUNT	HRS/UNIT	HOURS
160	Develop and Maintain Mailing List		LS			0
161	Prepare for Advisory Committee/Officials Meeting		No.			0
162	Attend Advisory Committee/Officials Meeting	2	No.			0
163	Prepare for Public Meetings/Hearings		No.			0
164	Attend Public Meetings/Hearings	2	No.			0
165	Prepare and Distribute Newsletter		No.			0
166	Property owner coordination		No.			0
	PUBLIC INVOLVEMENT MISCELLANEOUS					
167						0
168						0
169						
	PUBLIC INVOLVEMENT TOTAL					**0**

QA/QC

No.	ITEM	UNIT	AMOUNT	HRS/UNIT	HOURS
180	Plan review	LS	0	0	0
181	Structure review				0
	QA/QC TOTAL				**0**

PRODUCTION-HOUR SUMMARY		
SURVEY TOTAL		94
LINE AND GRADE TOTAL		16
UTILITY COORDINATION TOTAL		8
RIGHT OF WAY PLANS TOTAL		68
FINAL PLANS TOTAL		209
MEETINGS TOTAL		0
PUBLIC INVOLVEMENT TOTAL		0
QA/QC TOTAL		0
GRAND TOTAL		395

CONTRACT HISTORY FORM

Project Name: **Citation Boulevard Phase III B**

Contractor: **HDR Engineering, Inc.**

Contract Number and Date: **305-2022** **December 7, 2022**

Responsible LFUCG Division: **Division of Engineering**

CONTRACT AND MODIFICATION DETAILS

A. Original Contract Amount:	$	**249,802.00**	
Next Lowest Bid Amount: **NA**			
B. Amount of Selected Alternate or Phase:	$	0.00	
C. Cumulative Amount of All Previous Alternates or Phases:	$	**0.00**	
D. Amended Contract Amount:	$	**249,802.00**	
E. Cumulative Amount of All Previous Change Orders:	$	**0.00**	**0.0%** *(Line E / Line D)*
F. Amount of This Change Order:	$	**75,321.00**	**30.2%** *(Line F / Line D)*
G. Total Contract Amount:	$	**325,123.00**	

SIGNATURES

Project Manager: Andrew Grunwald, P.E. Date: 5/15/2025

Reviewed by: Mark Feibes, P.E. Date: 05/15/25

Division Director: W. Douglas Burton, P.E. Date: 5/15/25

Docusign Envelope ID: EE8FD985-8BD2-4AF3-8278-272A826C693E

Andy Beshear
GOVERNOR

TRANSPORTATION CABINET
200 Mero Street
Frankfort, Kentucky 40601

Jim Gray
SECRETARY

May 5, 2025

The Honorable Linda Gorton, Mayor
Lexington Fayette Urban County Government
200 East Main Street
Lexington, KY 40507

Dear Mayor Gorton:

The Kentucky Transportation Cabinet has received the enclosed Agreement whereby the Cabinet has authorized up to an additional $100,000 in reimbursable funds to the Lexington-Fayette Urban County Government (LFUCG). This funding will be used for the Citation Boulevard Phase III-B Project (Project). Please see the agreement for more details. The LFUCG will be responsible for any ineligible costs as well as any costs in excess of the reimbursable total $350,000 for the Project.

This agreement has now been fully executed and we are returning one copy of the agreement to your office for your records. Please coordinate all project reviews and cost reimbursement procedures for this project with Mr. Kelly Baker, Chief District Engineer in our District 7 Office at 859-246-2355. We thank you for your cooperation and assistance with this Project.

Sincerely,

DocuSigned by:
9DC832F7B94544E...
Jim Gray
Secretary

JG:esc

Enclosure

c: James Ballinger, P.E., State Highway Engineer
Kelly Baker, P.E., Chief District Engineer, D-7
Shane Tucker, LPA Coordinator, D-7

RESOLUTION NO. 165 -2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT WITH COMMONWEALTH OF KENTUCKY TRANSPORTATION CABINET TO ACCEPT $100,000.00 IN FEDERAL FUNDING FOR THE CITATION BOULEVARD PHASE III-B PROJECT TO PROVIDE A NEW ROUTE FROM THE PROPOSED INTERSECTION OF CITATION BOULEVARD AND WINBURN DRIVE TO RUSSEL CAVE ROAD, BY RECEIVING THESE FUNDS, THE URBAN COUNTY GOVERNMENT ACKNOWLEDGES AND AGREES TO RATIFY AND ADOPT ALL STATEMENTS, REPRESENTATION, WARRANTIES, COVENANTS AND AGREEMENTS CONTAINED IN THIS AGREEMENT, NO MATCHING FUNDS ARE REQUIRED.

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute an agreement with Commonwealth of Kentucky Transportation Cabinet to accept $100,000.00 in federal funding for the Citation Boulevard Phase III-B Project to provide a new route from the proposed intersection of Citation Boulevard and Winburn Drive to Russell Cave Road. By receiving these funds, the Urban County Government acknowledges and agrees to ratify and adopt all statements, representations, warranties, covenants, and agreements contained in this agreement. No matching funds are required.

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

PASSED URBAN COUNTY COUNCIL: April 24, 2025

Linda Gorton
MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL
311-25:MRS:4906-2394-4244, v. 1

RESOLUTION NO. _____ - 2025

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE CHANGE ORDER NO. 1 TO THE CONTRACT WITH HDR ENGINEERING, INC., FOR ENGINEERING SERVICES FOR THE CITATION BOULEVARD PHASE 111B PROJECT, INCREASING THE CONTRACT PRICE BY THE SUM OF $75,123.00, FROM $249,802.00 TO $324,925.00.

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute Change Order No. 1, which is attached hereto and incorporated herein by reference, to the Agreement with HDR Engineering, Inc., for engineering services for the Citation Boulevard Phase IIIB Project, increasing the contract price by the sum of $75,123.00, from $249,802.00 to $324,925.00.

Section 2 – That an amount, not to exceed the sum of $75,123.00, be and hereby is approved for payment to HDR Engineering, Inc., from account # 3160-303202-91715, pursuant to the terms of the Change Order.

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

PASSED URBAN COUNTY COUNCIL:

_____
MAYOR

ATTEST:

_____
CLERK OF URBAN COUNTY COUNCIL
510-25:MRS:4924-3188-0262, v. 1

RESOLUTION NO. 271 - 2025

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE CHANGE ORDER NO. 1 TO THE CONTRACT WITH HDR ENGINEERING, INC., FOR ENGINEERING SERVICES FOR THE CITATION BOULEVARD PHASE 111B PROJECT, INCREASING THE CONTRACT PRICE BY THE SUM OF $75,123.00, FROM $249,802.00 TO $324,925.00.

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute Change Order No. 1, which is attached hereto and incorporated herein by reference, to the Agreement with HDR Engineering, Inc., for engineering services for the Citation Boulevard Phase IIIB Project, increasing the contract price by the sum of $75,123.00, from $249,802.00 to $324,925.00.

Section 2 – That an amount, not to exceed the sum of $75,123.00, be and hereby is approved for payment to HDR Engineering, Inc., from account # 3160-303202-91715, pursuant to the terms of the Change Order.

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

PASSED URBAN COUNTY COUNCIL: June 12, 2025

Linda Gorton

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

510-25:MRS:4924-3188-0262, v. 1

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0511-25

File ID: 0511-25 **Type:** Resolution **Status:** Approved

Version: 2 **Contract #:** **In Control:** Urban County Council

File Created: 05/19/2025

File Name: Request Council authorization to execute a FY2024 Community Project Funding Grant Agreement and accept the federal award in the amount of $10,000,000 in congressionally directed spending Economic Development Initiative/Community Project Funding (CPF) admi

Final Action: 05/29/2025

Title: A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to accept $10,000,000 in Federal funds from the Dept. of Housing and Urban Development (HUD) as an Economic Development Initiative/Community Project Funding (CPF) Award for the Legacy Business Park Infrastructure Installation Project, and authorizing the Mayor to execute an Agreement, and any other documents necessary, in order to accept these funds, and further authorizing the Mayor to transfer unencumbered funds within the Grant Budget. [Mayor's Office, Bencz]

Notes:

Sponsors:

Enactment Date: 05/29/2025

Attachments: 25- Blue Sheet Memo -CPF Award Legacy Business Park, BA 13727, B-24-CP-KY-0890_FY24_CPF_Grant_Agreement_v1_signed, B-24-CP-KY-0890_FY24_CPF_Grant_Award_Letter_of_Invitation_v1, Resolution 127-2023, RESO 0511-25 Legacy Business Park Grant 4927-1377-7990 v.1.docx, R-245-2025

Enactment Number: R-245-2025

Deed #:

Hearing Date:

Drafter: Katrina James

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
2	Urban County Council Work Session	05/27/2025	Approved and Referred to Docket	Urban County Council	05/29/2025		Pass
2	Urban County Council	05/29/2025	Received First Reading	Urban County Council	05/29/2025		

2	Urban County Council	05/29/2025	Suspended Rules for Second Reading	Pass
2	Urban County Council	05/29/2025	Approved	Pass

Text of Legislative File 0511-25

Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to accept $10,000,000 in Federal funds from the Dept. of Housing and Urban Development (HUD) as an Economic Development Initiative/Community Project Funding (CPF) Award for the Legacy Business Park Infrastructure Installation Project, and authorizing the Mayor to execute an Agreement, and any other documents necessary, in order to accept these funds, and further authorizing the Mayor to transfer unencumbered funds within the Grant Budget. [Mayor's Office, Bencz]

Summary

Authorization to execute a FY2024 Community Project Funding Grant Agreement and accept the federal award in the amount of $10,000,000 in congressionally directed spending Economic Development Initiative/Community Project Funding administered by the Department of Housing and Urban Development for the Legacy Business Park infrastructure installation project. No match required. (L0511-25)(Bencz/Atkins)

Budgetary Implications: Yes

Advance Document Review:

Law: Yes, Completed by Tiffany Holskey, 5/15/2025

Risk Management: N/A

Fully Budgeted: Budget amendment is in process.

Account Number: 3120-136103-0001-90319

This Fiscal Year Impact: $ 10,000,000

Annual Impact: $0

Project: CPF_LEGACY_2025

Activity: FED_GRANT

Budget Reference: 2025

Current Balance: BA in process

MAYOR LINDA GORTON

LEXINGTON

THERESA REYNOLDS
DIRECTOR
GRANTS & SPECIAL PROGRAMS

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

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

DATE: **MAY 16, 2025**

SUBJECT: **FY2024 Economic Development Initiative/Community Project Funding (CPF) Grant Award – Legacy Business Park**

Request: Council authorization to execute a FY2024 Community Project Funding Grant Agreement and accept the federal award in the amount of $10,000,000 in congressionally directed spending Economic Development Initiative/Community Project Funding (CPF) administered by the Department of Housing and Urban Development for the Legacy Business Park infrastructure installation project. No match required.

Purpose of Request: On March 9, 2023 (Resolution 127-2023), Council expressed support for the site design, infrastructure improvements, and site preparation of the Legacy Business Park project, and authorized a request for Federal Community Project Funding with assistance from the Office of United States Representative Barr. LFCUG was subsequently awarded $10 million in HUD Community Project Funding for the project.

This Grant Agreement is the final requirement in accepting HUD CPF funds prior to starting construction on the Legacy Business Park infrastructure installation project. This grant is part of a funding package that will enable the project to be completed in a single phase.

What is the cost in this budget year and future budget years? $10,000,000 is the federal award in Fiscal Year 2025. The total project cost is $17 million, which is budgeted and pending final contract to begin construction. Funding for future budget years is dependent upon availability of grant funding.

Are the funds budgeted? Budget amendment is in process.

File Number: 0511-25

Director/Commissioner: Benz/Atkins

Search in Menu

LFUCG Budget Amendment Request Form

New Window | Help | Persona

Requester: Moore,Celia E **Date:** 05/19/2025 **Status:** Pending Approval **Amend Nbr:** 13727

Business Unit: LFUCG **Journal Date:** 05/19/2025 **Budget Period:** 2025 **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	3120	136103	0001	90319	Construction-Park Area	10,000,000.00	KATKINS	KATKINS	

Revenue Accounts

Personalize | Find | View All | First 1 of 1 Last

	Fund	Dept	Section	Account	Description	Amount	Division	Department	Journal ID
1	3120	136103	0001	44010	Intergovernmental - Federal	10,000,000.00	KATKINS	KATKINS	

Project/Grant Revenue

Project/Grant Expenditures

Comments:

To establish grant budget for FY2024 Community Project Funding award for Legacy Business Park (CPF_LEGACY_2025)

Net Amend Amt: 0.00

Submit for Approval

FY 2024 COMMUNITY PROJECT FUNDING
GRANT AGREEMENT NO. B-24-CP-KY-0890

Grantee Name: Lexington-Fayette Urban County Government
Grantee Address: 200 East Main Street,Lexington, KY 40507
Grantee's Unique Entity Identifier (UEI): VM1GLHWZXA96
Grantee's Employer Identification Number (EIN): 610858140
Federal Award Identification Number (FAIN): B-24-CP-KY-0890
Assistance Listing Number and Name: 14.251 Economic Development Initiative, Community Project Funding, and Miscellaneous Grants
Period of Performance/Budget Period Start Date: 08/13/2024
Period of Performance/Budget Period End Date: 08/31/2032

This Grant Agreement between the U.S. Department of Housing and Urban Development (HUD) and Lexington-Fayette Urban County Government (the Grantee) is made pursuant to the authority of the Consolidated Appropriations Act, 2024 (Public Law 118-42) and the Explanatory Statement for Division L of that Act, which was printed in the Senate section of the Congressional Record on March 5, 2024 (Explanatory Statement) as deemed to be amended by the Further Consolidated Appropriations Act, 2024 (Public Laws 118-47).

In reliance upon and in consideration of the mutual representations and obligations under this Grant Agreement, HUD and the Grantee agree as follows:

ARTICLE I. Definitions

The definitions at 2 CFR 200.1 apply to this Grant Agreement, except where this Grant Agreement specifically states otherwise.

Budget period is defined in 2 CFR 200.1 and begins and ends on the dates specified above for the Period of Performance/Budget Period Start Date and Period of Performance/Budget Period End Date.

Period of Performance is defined in 2 CFR 200.1 and begins and ends on the dates specified above for the Period of Performance/Budget Period Start Date and Period of Performance/ Budget Period End Date.

ARTICLE II. Total Grant Amount

Subject to the provisions of the Grant Agreement, HUD will make grant funds in the amount of $10,000,000.00 available to the Grantee.

ARTICLE III. Award-Specific Requirements

A. Federal Award Description. The Grantee must use the Federal funds provided under this Grant Agreement (Grant Funds) to carry out the Grantee's "Project." Unless changed in accordance with Article III, section C of this Grant Agreement, the Grantee's Project shall be as

described in the Project Narrative that is approved by HUD as of the date that HUD signs this Grant Agreement. For reference, HUD will attach this approved Project Narrative as Appendix 1 to the Grant Agreement on the date that HUD signs this Grant Agreement.

B. Approved Budget. The Grantee must use the Grant Funds as provided by the Approved Budget. Unless changed in accordance with Article III, section C of this Grant Agreement, the Approved Budget shall be the line-item budget that is approved by HUD as of the date that HUD signs this Grant Agreement. For reference, HUD will attach this approved line-item budget as Appendix 2 to this Grant Agreement on the date that HUD signs this Grant Agreement.

C. Project and Budget Changes. All changes to the Grantee's Project or Approved Budget must be made in accordance with 2 CFR 200.308 and this Grant Agreement. To request HUD's approval for a change in the approved Project Narrative and/or Budget, the Grantee must submit a formal letter to HUD's Office of Economic Development - Congressional Grants Division (CGD) Director through the assigned Grant Officer in accordance with HUD's instructions for amending the Project Narrative and/or Project Budget found in the document titled "FY2024 Economic Development Initiative - Community Project Funding Grant Guide " that accompanies the Grant Agreement. The Grantee is prohibited from making project or budget changes that would conflict with the Applicable Appropriations Act Conditions described in Article III, section D of this Grant Agreement. The assigned Grant Officer for this grant is provided in the Award Letter for this grant and found on HUD's website. The CGD will notify the Grantee of whether HUD approves or disapproves of the change. Before the Grantee expends Grant Funds in accordance with any change approved by HUD or otherwise allowed by 2 CFR 200.308, the Grantee must update its grant information in HUD's Disaster Recovery Grant Reporting (DRGR) to reflect that change.

D. Applicable Appropriations Act Conditions. The conditions that apply to the Grant Funds under the Consolidated Appropriations Act, 2024, and the Explanatory Statement, as modified by the Further Consolidated Appropriations Act, 2024 or a later act, are incorporated by this reference and made part of this Grant Agreement. The Grant Funds are not subject to the Community Development Block Grants regulations at 24 CFR part 570 or Title I of the Housing and Community Development Act of 1974.

E. In accordance with 2 CFR 200.307, costs incidental to the generation of program income may be deducted from gross income to determine program income, provided these costs have not been charged to the grant. As authorized under 2 CFR 200.307, program income may be treated as an addition to the Federal award, provided that the Grantee uses that income for allowable costs under this Grant Agreement. Any program income that cannot be expended on allowable costs under this Grant Agreement must be reported and paid to HUD within 120 days after the period of performance, unless otherwise specified by an applicable Federal statute.

F. The Grantee must use the Grant Funds only for costs (including indirect costs) that meet the applicable requirements in 2 CFR part 200 (including appendices). The Grantee's indirect cost rate information is as provided in Appendix 3 to this Grant Agreement. Unless the Grantee is an Institution of Higher Education, the Grantee must immediately notify HUD upon any change in the Grantee's indirect cost rate during the Period of Performance, so that HUD can

amend the Grant Agreement to reflect the change if necessary. Consistent with 2 CFR Part 200, Appendix III (C.7), if the Grantee is an Institution of Higher Education and has a negotiated rate in effect on the date this Grant Agreement is signed by HUD, the Grantee may use only that rate for its indirect costs during the Period of Performance.

G. The Grantee must comply with any specific conditions that HUD may apply to this Grant Agreement as provided by 2 CFR 200.208. If applicable, these conditions will be listed or added as Appendix 5 to this Grant Agreement.

H. The Grantee is responsible for managing the Project and ensuring the proper use of the Grant Funds. The Grantee is also responsible for ensuring the completion of the Project, the grant closeout, and compliance with all applicable federal requirements. All subawards made with funding under this Grant Agreement are subject to the subaward requirements under 2 CFR Part 200, including 2 CFR 200.332, and other requirements provided by this Grant Agreement. The Grantee is responsible for ensuring each subrecipient complies with all requirements under this Grant Agreement, including the general federal requirements in Article IV. A subaward may be made to a for-profit entity only if HUD expressly approves that subaward and the for-profit entity is made subject to the same Federal requirements that apply to all other subrecipients, including all requirements 2 CFR part 200 provides with respect to a subaward, except the audit requirements in 2 CFR part 200, subpart F.

ARTICLE IV. General Federal Requirements

A. If the Grantee is a unit of general local government, a State, an Indian Tribe, or an Alaskan Native Village, the Grantee is the Responsible Entity (as defined in 24 CFR part 58) and agrees to assume all of the responsibilities for environmental review and decision-making and action, as specified and required in regulations issued by the Secretary pursuant to section 305(c) of the Multifamily Housing Property Disposition Reform Act of 1994 and published in 24 CFR Part 58.

B. If the Grantee is a housing authority, redevelopment agency, academic institution, hospital or other non-profit organization, the Grantee shall request the unit of general local government, Indian Tribe or Alaskan Native Village, within which the Project is located and which exercises land use responsibility, to act as Responsible Entity and assume all of the responsibilities for environmental review and decision-making and action as specified in paragraph A above, and the Grantee shall carry out all of the responsibilities of a grantee under 24 CFR Part 58.

C. After March 9, 2024, neither the Grantee nor any of its contractors, subrecipients, and other funding and development partners may undertake, or commit or expend Grant Funds or local funds for, project activities (other than for planning, management, development and administration activities), unless a contract requiring those activities was already executed on or before March 9, 2024, until one of the following occurs:

(i) the Responsible Entity has completed the environmental review procedures required by 24 CFR part 58, and HUD has approved the environmental certification and given a release of funds;

(ii) the Responsible Entity has determined and documented in its environmental review record that the activities are exempt under 24 CFR 58.34 or are categorically excluded and not subject to compliance with environmental laws under 24 CFR 58.35(b); or

(iii) HUD has performed an environmental review under 24 CFR part 50 and has notified Grantee in writing of environmental approval of the activities.

D. Following completion of the environmental review process, the Grantee shall exercise oversight, monitoring, and enforcement as necessary to assure that decisions and mitigation measures adopted through the environmental review process are carried out during project development and implementation.

E. The Grantee must comply with the generally applicable HUD and CPD requirements in 24 CFR Part 5, subpart A, including all applicable fair housing, and civil rights requirements. The Grantee must report data on the race, color, religion, sex, national origin, age, disability, and family characteristics of persons and households who are applicants for, participants in, or beneficiaries or potential beneficiaries of the Grantee's Project, consistent with the instructions and forms provided by HUD in order to carry out its responsibilities under the Fair Housing Act, Executive Order 11063, Title VI of the Civil Rights Act of 1964, and Section 562 of the Housing and Community Development Act of 1987 (e.g. HUD-27061).

F. The Grantee must comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 CFR part 200, as may be amended from time to time. If 2 CFR part 200 is amended to replace or renumber sections of part 200 that are cited specifically in this Grant Agreement, the part 200 requirements as renumbered or replaced by the amendments will govern the obligations of HUD and the Grantee after those amendments become effective.

G. The Grantee must comply with the Award Term in Appendix A to 2 CFR Part 25 ("System for Award Management and Universal Identifier Requirements") and the Award Term in Appendix A to 2 CFR Part 170 ("Reporting Subawards and Executive Compensation"), which by this reference are incorporated into and made part of this Grant Agreement.

H. If the Total Grant Amount, as provided in Article II of this Grant Agreement, is greater than $500,000, the Grantee must comply with the Award Term and Condition for Grantee Integrity and Performance Matters in Appendix 4 to this Grant Agreement.

I. Unless the Grantee is exempt from the Byrd Amendment as explained below, the Grantee must comply with the provisions of Section 319 of Public Law 101-121, 31 U.S.C. 1352, (the Byrd Amendment) and 24 CFR Part 87, which prohibit recipients of Federal contracts, grants, or loans from using appropriated funds for lobbying the executive or legislative branches of the Federal Government in connection with a specific contract, grant, loan, or cooperative agreement. The Grantee must sign the corresponding certification in Appendix 8 to this Grant Agreement and return it to HUD with this Grant Agreement. The Grantee must include in its award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements), the requirements for the certification required by Appendix A to 24 CFR Part 87 and for disclosure using the *Disclosure of Lobbying Activities*

(SF-LLL) form. In addition, the Grantee must obtain the executed certification required by Appendix A and an SF-LLL from all covered persons. "Person" is as defined by 24 CFR Part 87. Federally recognized Indian tribes and TDHEs established by Federally recognized Indian tribes as a result of the exercise of the tribe's sovereign power are excluded from coverage of the Byrd Amendment. State-recognized Indian tribes and TDHEs established only under state law must comply with this requirement.

J. The Grantee must comply with drug-free workplace requirements in Subpart B of 2 CFR Part 2429, which adopts the governmentwide implementation (2 CFR Part 182) of sections 5152-5158 of the Drug-Free Workplace Act of 1988, Pub. L. 100-690, Title V, Subtitle D (41 U.S.C. 701-707).

K. Unless the Grantee is a Federally recognized Tribe, the Grantee must comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) as implemented by regulations at 49 CFR Part 24. The URA applies to acquisitions of real property and relocation occurring as a direct result of the acquisition, rehabilitation, or demolition of real property for Federal or Federally funded programs or projects. Real property acquisition that receives Federal financial assistance for a program or project, as defined in 49 CFR 24.2, must comply with the acquisition requirements contained in 49 CFR part 24, subpart B. Unless otherwise specified in law, the relocation requirements of the URA and its implementing regulations at 49 CFR part 24, cover any displaced person who moves from real property or moves personal property from real property as a direct result of acquisition, rehabilitation, or demolition for a program or project receiving HUD financial assistance.

L. If Grant Funds are used for purchase, lease, support services, operation, or work that may disturb painted surfaces, of pre-1978 housing, you must comply with the lead-based paint evaluation and hazard reduction requirements of HUD's lead-based paint rules (Lead Disclosure; and Lead Safe Housing (24 CFR part 35)), and EPA's lead-based paint rules (e.g., Repair, Renovation and Painting; Pre-Renovation Education; and Lead Training and Certification (40 CFR part 745)).

M. The Grantee must comply with Section 3 of the Housing and Urban Development Act of 1968 (Section 3), 12 U.S.C. 1701u, and HUD's regulations at 24 CFR part 75, as applicable, including the reporting requirements in 24 CFR 75.25. Grants made to Tribes and TDHEs are subject to Indian Preference requirements in Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)). As stated in 24 CFR 75.3(c), grants to Tribes and TDHEs are subject to Indian Preference requirements in lieu of Section 3. Grantees that are not exempt from Section 3 must submit annual reports of Section 3 accomplishment Performance Measures in DRGR in January of the calendar year. This report reflects Section 3 accomplishments for the previous calendar year.

N. The Grantee must not use any Grant Funds to support any Federal, state, or local project that seeks to use the power of eminent domain, unless eminent domain is employed only for a public use. Public use includes use of funds for mass transit, railroad, airport, seaport, or highway projects, and utility projects which benefit or serve the general public (including energy-related, communication-related, water-related, and waste water-related infrastructure), other structures designated for use by the general public or with other common-carrier or public-utility

functions that serve the general public and are subject to regulation and oversight by the government, and projects for the removal of an immediate threat to public health and safety or brownfields, as defined in the Small Business Liability Relief and Brownfields Revitalization Act (Pub. L. 107-118). Public use does not include economic development that primarily benefits private entities.

O. The Grantee must not use any Grant Funds to maintain or establish a computer network that does not block the viewing, downloading, and exchanging of pornography. This requirement does not limit the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

P. The Grantee must administer its Grant Funds in accordance with the Conflict-of-Interest requirements set forth in Appendix 6 of this Grant Agreement.

Q. The Grantee must comply with the governmentwide debarment and suspension requirements in 2 CFR part 180 as incorporated and supplemented by HUD's regulations at 2 CFR part 2424.

R. The Grantee must comply with the award term regarding trafficking in persons in Appendix 7 of this Grant Agreement.

S. The assurances and certifications the Grantee has made and submitted to HUD are incorporated by this reference and made part of this Grant Agreement.

T. Any person who becomes aware of the existence or apparent existence of fraud, waste or abuse of any HUD award must report such incidents to both the HUD official responsible for the award and to HUD's Office of Inspector General (OIG). HUD OIG is available to receive allegations of fraud, waste, and abuse related to HUD programs via its hotline number (1-800-347-3735) and its online hotline form. The Grantee must comply with 41 U.S.C. § 4712, which includes informing employees in writing of their rights and remedies, in the predominant native language of the workforce. Under 41 U.S.C. § 4712, an employee of the Grantee or a subrecipient—as well as a personal services contractor—who makes a protected disclosure about a Federal grant or contract cannot be discharged, demoted, or otherwise discriminated against as long as they reasonably believe the information they disclose is evidence of:

1. Gross mismanagement of a Federal contract or grant;
2. Waste of Federal funds;
3. Abuse of authority relating to a Federal contract or grant;
4. Substantial and specific danger to public health and safety; or
5. Violations of law, rule, or regulation related to a Federal contract or grant.

U. The Grantee must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Grantee's infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds

obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.

ARTICLE V. Drawdown Requirements

A. The Grantee may not draw down Grant Funds until HUD has received and approved any certifications and disclosures required by 24 CFR 87.100 concerning lobbying, if applicable.

B. The Grantee must use DRGR to draw down Grant Funds and report to HUD on activities.

C. The Grantee must enter activity and budget information in DRGR that is consistent with the Grantee's Approved Project Narrative and Approved Budget as described in Article III, sections A and B of this Grant Agreement and complies with HUD's instructions for entering information in DRGR found in the document titled "Grant Award Instructions" that accompanies the Grant Agreement.

D. The Grantee must only enter activities in DRGR that are described in the Approved Budget.

E. The Grantee must expend all Grant Funds in accordance with the activity and budget information in DRGR.

F. Each drawdown of Grant Funds constitutes a representation by the Grantee that the funds will be used in accordance with this Grant Agreement.

G. The Grantee must use DRGR to track the use of program income and must report the receipt and use of program income in the reports the Grantee submits to HUD under Article VI of this Grant Agreement. The Grantee must expend program income before drawing down Grant Funds through DRGR.

H. Notwithstanding any other provision of this grant agreement, HUD will not be responsible for payment of any Grant Funds after the date Treasury closes the account in accordance with 31 U.S.C. § 1552. Because Treasury may close the account up to one week before the September 30 date specified by 31 U.S.C. § 1552, the Grantee is advised to make its final request for payment under the grant no later than September 15, 2032.

ARTICLE VI. Program-Specific Reporting Requirements

In addition to the general reporting requirements that apply under other provisions of this Agreement, the following program-specific reporting requirements apply to the Grantee:

A. The Grantee must submit a performance report in DRGR on a semi-annual basis and must include a completed Federal financial report as an attachment to each performance report in DRGR. Performance reports shall consist of a narrative of work accomplished during the reporting period. During the Period of Performance, the Grantee must submit these reports in DRGR no later than 30 calendar days after the end of the 6-month reporting period. The first of these

reporting periods begins on the first of January or June (whichever occurs first) after the date this Grant Agreement is signed by HUD.

B. The performance report must contain the information required for reporting program performance under 2 CFR 200.329(c)(2) and (d), including a comparison of actual accomplishments to the objectives of the Project as described in Article III, section A of this Grant Agreement, the reasons why established goals were not met, if appropriate, and additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.

C. Financial reports must be submitted using DRGR or such future collections HUD may require and as approved by OMB and listed on the Grants.gov website (https://www.grants.gov/web/grants/forms/post-award-reporting-forms.html).

D. The performance and financial reports will undergo review and approval by HUD. If a report submission is insufficient, HUD will reject the report in DRGR and identify the corrections the Grantee must make.

E. No drawdown of funds will be allowed through DRGR while the Grantee has an overdue performance or financial report.

F. The Grantee must report and account for all property acquired or improved with Grant Funds as provided by 2 CFR part 200 using the applicable common forms approved by OMB and provided on the Grants.gov website (https://www.grants.gov/web/grants/forms/post-award-reporting-forms.html). This reporting obligation includes submitting status reports on real property at least annually as provided by 2 CFR 200.330, accounting for real and personal property acquired or improved with Grant Funds as part of Project Closeout, and promptly submitting requests for disposition instructions as provided by 2 CFR 200.311, 200.31, and 200.314.

ARTICLE VII. Project Closeout

A. The grant will be closed out in accordance with 2 CFR part 200, as may be amended from time to time, except as otherwise specified in this Grant Agreement.

B. The Grantee must submit to HUD a written request to close out the grant no later than 30 calendar days after the Grantee has drawn down all Grant Funds and completed the Project as described in Article III, section A of this Grant Agreement. HUD will then send the Closeout Agreement and Closeout Certification to the Grantee.

C. At HUD's option, the Grantee may delay initiation of project closeout until the resolution of any findings as a result of the review of semi-annual activity reports in DRGR. If HUD exercises this option, the Grantee must promptly resolve the findings.

D. The Grantee recognizes that the closeout process may entail a review by HUD to determine compliance with the Grant Agreement by the Grantee and all participating parties. The

Grantee agrees to cooperate with any HUD review, including reasonable requests for on-site inspection of property acquired or improved with grant funds.

E. No later than 120 calendar days after the Period of Performance, Grantees shall provide to HUD the following documentation:

1. A Certification of Project Completion.

2. A Grant Closeout Agreement.

3. A final financial report giving:

i) the amount and types of project costs charged to the grant (that meet the allowability and allocability requirements of 2 CFR part 200, subpart E);

ii) a certification of the costs; and

iii) the amounts and sources of other project funds.

4. A final performance report providing a comparison of actual accomplishments with the objectives of the Project, the reasons for slippage if established objectives were not met and additional pertinent information including explanation of significant cost overruns.

5. A final property report, if specifically requested by HUD at the time of closeout.

ARTICLE VIII. Default

A default under this Grant Agreement shall consist of any use of Grant Funds for a purpose other than as authorized by this Grant Agreement, any noncompliance with statutory, regulatory, or other requirements applicable to the Grant Funds, any other material breach of this Grant Agreement, or any material misrepresentation in the Grantee's submissions to HUD in anticipation of this award. If the Grantee fails to comply with the terms and conditions of the Grant Agreement, HUD may adjust specific conditions of this Grant Agreement as described in 2 CFR part 200, as may be amended from time to time. If HUD determines that noncompliance cannot be remedied by imposing additional conditions, HUD may take one or more of the remedies for noncompliance described in 2 CFR part 200, as may be amended from time to time. HUD may also terminate all or a part of this award as provided by 2 CFR 200.340 and other applicable provisions of 2 CFR part 200, as may be amended from time to time. Nothing in this Grant Agreement shall be construed as creating or justifying any claim against the Federal government or the Grantee by any third party.

ARTICLE IX. HUD Contact Information

Except where this Grant Agreement specifically states otherwise, all requests, submissions,

and reports the Grantee is required to make to HUD under this Grant Agreement must be made in accordance with HUD's grant instructions found in the document titled "FY2024 Economic Development Initiative - Community Project Funding Grant Guide" that accompanies the Grant Agreement.

This agreement is hereby executed on behalf of the Grantee and HUD as follows:

GRANTEE

_ Lexington-Fayette Urban County Government_____

(Name of Organization)

BY: _Linda Gorton_____
(Signature of Authorized Official)

_ Linda Gorton, Mayor_
(Typed Name and Title of Authorized Official)

_ 04/15/2025_____
(Date)

HUD
BY: _Erik Hoglund_____
(Signature of HUD Authorized Official)

_ CPD Field Office Director_
(Title of HUD Authorized Official)

_ 05/09/2025_
(Date)

APPENDIX 1 – Project Narrative

The approved narrative has been appended to the end of the grant agreement.

APPENDIX 2 – Approved Budget

The approved budget has been appended to the end of the grant agreement.

APPENDIX 3 – Grantee's Indirect Cost Rate Information

As the duly authorized representative of the Grantee, I certify that the Grantee:

☒ Will not use an indirect cost rate to calculate and charge indirect costs under the grant.

☐ Will calculate and charge indirect costs under the grant by applying a *de minimis* rate as provided by 2 CFR 200.414(f), as may be amended from time to time.

☐ Will calculate and charge indirect costs under the grant using the indirect cost rate(s) listed below, and each rate listed is included in an indirect cost rate proposal developed in accordance with the applicable appendix to 2 CFR part 200 and, *if required*, was approved by the cognizant agency for indirect costs.

Agency/Dept./Major Function	Indirect cost rate	Direct Cost Base

BY: Linda Gorton
(Signature of Authorized Official)

Linda Gorton, Mayor
(Typed Name and Title of Authorized Official)

04/15/2025
(Date)

Instructions for the Grantee's Authorized Representative:

You must mark the one (and only one) checkbox above that best reflects how the Grantee's indirect costs will be calculated and charged under the grant. Do not include indirect cost rate information for subrecipients.

The table following the third box must be completed only if that box is checked. When listing a rate in the table, enter both the percentage amount (e.g., 10%) and the type of direct cost base to be used. For example, if the direct cost base used for calculating indirect costs is Modified Total Direct Costs, then enter "MTDC" in the "Type of Direct Cost Base" column.

If using the Simplified Allocation Method for indirect costs, enter the applicable indirect cost rate and type of direct cost base in the first row of the table.

If using the Multiple Allocation Base Method, enter each major function of the organization for which a rate was developed and will be used under the grant, the indirect cost rate applicable to that major function, and the type of direct cost base to which the rate will be applied.

If the Grantee is a government and more than one agency or department will carry out activities under the grant, enter each agency or department that will carry out activities under the grant, the indirect cost rate(s) for that agency or department, and the type of direct cost base to which each rate will be applied.

To learn more about the indirect cost requirements, see 2 CFR part 200, subpart E; Appendix III to Part 200 (for Institutions of Higher Education); Appendix IV to Part 200 (for nonprofit organizations); Appendix VII to Part 200 (for state and local governments and Indian Tribes); and Appendix IX to Part 200 (for hospitals).

APPENDIX 4 –
Award Term and Condition for Grantee Integrity and Performance Matters

Reporting of Matters Related to Grantee Integrity and Performance

(a) General Reporting Requirement.

(1) If the total value of your active grants, cooperative agreements, and procurement contracts from all Federal agencies exceeds $10,000,000 for any period of time during the period of performance of this Federal award, then you as the grantee must ensure the information available in the responsibility/qualification records through the System for Award Management (SAM.gov), about civil, criminal, or administrative proceedings described in paragraph (b) of this award term is current and complete. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in responsibility/qualification records in SAM.gov on or after April 15, 2011 (except past performance reviews required for Federal procurement contracts) will be publicly available.

(b) Proceedings About Which You Must Report.

(1) You must submit the required information about each proceeding that—

(i) Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;

(ii) Reached its final disposition during the most recent five-year period; and

(iii) Is one of the following—

(A) A criminal proceeding that resulted in a conviction;

(B) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of $5,000 or more;

(C) An administrative proceeding that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of $5,000 or more or reimbursement, restitution, or damages in excess of $100,000; or

(D) Any other criminal, civil, or administrative proceeding if—

(1) It could have led to an outcome described in paragraph (b)(1)(iii)(A) through (C);(2) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and

(3) The requirement in this award term to disclose information about the proceeding does not conflict with applicable laws and regulations.

(c) Reporting Procedures.

Enter the required information in SAM.gov for each proceeding described in paragraph (b) of this award term. You do not need to submit the information a second time under grants and cooperative agreements that you received if you already provided the information in SAM.gov because you were required to do so under Federal procurement contracts that you were awarded.

(d) Reporting Frequency.

During any period of time when you are subject to the requirement in paragraph (a) of this award term, you must report proceedings information in SAM.gov for the most recent five-year period, either to report new information about a proceeding that you have not reported previously or affirm that there is no new information to report. If you have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than $10,000,000, you must disclose semiannually any information about the criminal, civil, and administrative proceedings.

(e) Definitions.

For purposes of this award term—

Administrative proceeding means a non-judicial process that is adjudicatory in nature to make a determination of fault or liability (for example, Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with the performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.

Conviction means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.

Total value of currently active grants, cooperative agreements, and procurement contracts includes the value of the Federal share already received plus any anticipated Federal share under those awards (such as continuation funding).

APPENDIX 5 – Specific Award Conditions
NONE.

APPENDIX 6 – Conflict of Interest Requirements

1. *Conflicts Subject to Procurement Regulations.* When procuring property or services, the grantee and its subrecipients shall comply with the applicable conflict-of-interest rules in 2 CFR 200.317 and 2 CFR 200.318(c). In all cases not governed by 2 CFR 200.317 and 2 CFR 200.318(c), the Grantee and its subrecipients must follow the requirements contained in paragraphs 2-5 below.

2. *General prohibition*. No person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee or subrecipient and who exercises or has exercised any functions or responsibilities with respect to assisted activities, or who is in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the activity, or have a financial interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for himself or herself or for those with whom he or she has immediate family or business ties, during his or her tenure or for one year thereafter. Immediate family ties include (whether by blood, marriage, or adoption) the spouse, parent (including a stepparent), child (including a stepchild), sibling (including a stepsibling), grandparent, grandchild, and in-laws of a covered person.

3. *Exceptions*. HUD may grant an exception to the general prohibition in paragraph (ii) upon the Grantee's written request and satisfaction of the threshold requirements in paragraph (iv), if HUD determines the exception will further the Federal purpose of the award and the effective and efficient administration of the Grantee's Project, considering the cumulative effects of the factors in paragraph (v).

4. *Threshold requirements for exceptions*. HUD will consider an exception only after the Grantee has provided the following documentation:

a. A disclosure of the nature of the conflict, accompanied by an assurance that there has been public disclosure of the conflict and a description of how that disclosure was made; and

b. An opinion of the Grantee's attorney that the interest for which the exception is sought would not violate state or local law.

5. *Factors to be considered for exceptions.* In determining whether to grant a requested exception after the Grantee has satisfactorily met the threshold requirements in paragraph (iii), HUD will consider the cumulative effect of the following factors, where applicable:

a. Whether the exception would provide a significant cost benefit or an essential degree of expertise to the program or project that would otherwise not be available;

b. Whether an opportunity was provided for open competitive bidding or negotiation;

c. Whether the person affected is a member of a group or class of low- or moderate-income persons intended to be the beneficiaries of the assisted activity, and the exception

will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class;

d. Whether the affected person has withdrawn from his or her functions or responsibilities, or the decision-making process regarding the assisted activity in question;

e. Whether the interest or benefit was present before the affected person was in a position as described in paragraph (ii);

f. Whether undue hardship will result either to the Grantee or the person affected when weighed against the public interest served by avoiding the prohibited conflict; and

g. Any other relevant considerations.

6. *Disclosure of potential conflicts of interest.* The Grantee must disclose in writing to HUD any potential conflict of interest.

APPENDIX 7 – Award Term and Condition Regarding Trafficking in Persons

The following award term and condition, which is required by 2 CFR part 175, applies as written:

(a) *Provisions applicable to a grantee that is a private entity.*

(1) Under this award, the grantee, its employees, subrecipients under this award, and subrecipient's employees must not engage in:

(i) Severe forms of trafficking in persons;

(ii) The procurement of a commercial sex act during the period of time that this award or any subaward is in effect;

(iii) The use of forced labor in the performance of this award or any subaward; or

(iv) Acts that directly support or advance trafficking in persons, including the following acts:

(A) Destroying, concealing, removing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents;

(B) Failing to provide return transportation or pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless:

(1) Exempted from the requirement to provide or pay for such return transportation by the Federal department or agency providing or entering into the grant or cooperative agreement; or

(2) The employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or a witness in a human trafficking enforcement action;

(C) Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment;

(D) Charging recruited employees a placement or recruitment fee; or

(E) Providing or arranging housing that fails to meet the host country's housing and safety standards.

(2) The Federal agency may unilaterally terminate this award or take any remedial actions authorized by 22 U.S.C. 7104b(c), without penalty, if any private entity under this award:

(i) Is determined to have violated a prohibition in paragraph (a)(1) of this appendix; or

(ii) Has an employee that is determined to have violated a prohibition in paragraph (a)(1) of this this appendix through conduct that is either:

(A) Associated with the performance under this award; or

(B) Imputed to the grantee or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by HUD at 2 CFR part 2424.

(b) *Provision applicable to a grantee other than a private entity.*

(1) The Federal agency may unilaterally terminate this award or take any remedial actions authorized by 22 U.S.C. 7104b(c), without penalty, if a subrecipient that is a private entity under this award:

(i) Is determined to have violated a prohibition in paragraph (a)(1) of this appendix; or

(ii) Has an employee that is determined to have violated a prohibition in paragraph (a)(1) of this appendix through conduct that is either:

(A) Associated with the performance under this award; or

(B) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by HUD at 2 CFR part 2424.

(c) *Provisions applicable to any grantee.*

(1) The grantee must inform the Federal agency and the Inspector General of the Federal agency immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (a)(1) of this appendix.

(2) The Federal agency's right to unilaterally terminate this award as described in paragraphs (a)(2) or (b)(1) of this appendix:

(i) Implements the requirements of 22 U.S.C. 78, and

(ii) Is in addition to all other remedies for noncompliance that are available to the Federal agency under this award.

(3) The grantee must include the requirements of paragraph (a)(1) of this award term in any subaward it makes to a private entity.

(4) If applicable, the grantee must also comply with the compliance plan and certification requirements in 2 CFR 175.105(b).

(d) *Definitions. For purposes of this award term:*

"Employee" means either:

(1) An individual employed by the grantee or a subrecipient who is engaged in the performance of the project or program under this award; or

(2) Another person engaged in the performance of the project or program under this award and not compensated by the grantee including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing requirements.

"Private Entity" means any entity, including for-profit organizations, nonprofit organizations, institutions of higher education, and hospitals. The term does not include foreign public entities, Indian Tribes, local governments, or states as defined in 2 CFR 200.1.

The terms "severe forms of trafficking in persons," "commercial sex act," "sex trafficking," "Abuse or threatened abuse of law or legal process," "coercion," "debt bondage," and "involuntary servitude" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

APPENDIX 8 – Certification Regarding Lobbying

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

BY: _Linda Gorton_____
(Signature of Authorized Official)

Linda Gorton, Mayor
(Typed Name and Title of Authorized Official)

_04/15/2025_____
(Date)

NOTE: This certification is not required for Federally recognized Indian tribes and Tribally Designated Housing Entities (TDHEs) established by a federally recognized Indian tribe through the tribe's sovereign power. However, this exemption does not apply to State-recognized Indian tribes and TDHEs established under State law.

NARRATIVE

The CPF grant will be used to fund part of the costs associated with installing the required infrastructure for the Legacy Business Park project. The Legacy Business Park Infrastructure project ("LBP") includes 200 acres of undeveloped land formerly used by the University of Kentucky's College of Agriculture for dairy and poultry research and is located east of Georgetown Road just south if I-64/75 in the City of Lexington. The site is bound by I-64/75 to the north, the University of Kentucky Coldstream Research Campus to the east, residential and light industrial uses to the south, and Georgetown Road (U.S. Highway 25) to the west. LBP is located within Lexington's Urban Service Area and was transferred to the Lexington-Fayette Urban County Government ("LFUCG") as part of a land-swap agreement that was executed in July 2022 in which LFUCG received economic development land in exchange for a number for road rights-of-way in the vicinity of the University of Kentucky for pedestrian and related improvements. Legacy Business Park was rezoned to Light Industrial (I-1) and is master planned for the purpose of creating high quality jobs and economic development opportunities as well as meeting light industrial land use demands in Lexington. LFUCG will prepare the site and install necessary infrastructure for the eventual sale of individual lots for light industrial business park uses. Specific infrastructure improvements that will be installed include: ¿ site grading and erosion control measures; ¿ sidewalks and trails; ¿ utility infrastructure (water, natural gas, and underground electric lines); ¿ storm sewer; ¿ sanitary sewer; ¿ stream crossing walls; ¿ road paving and curbs; ¿ electrical improvements; and ¿ landscape plantings. Once the infrastructure installation is significantly complete, LBP's individual lots will be sold for Light Industrial (I-1) use. Of the total 200-acre site: ¿ 147.24 acres (19 lots) are to be sold for light industrial development and job creation; ¿ 39.34 acres are dedicated to open space that connects to the existing 22-mile Legacy Trail; and ¿ the remaining 13.42 acres are dedicated to infrastructure for the project. According to an April 2024 Economic Feasibility and Finance Analysis completed for LBP, the project will create approximately 1,697 jobs in Lexington. HUD CPF funds will be used towards construction costs for the above infrastructure improvements. LBP is being completed in a single phase. The site has completed the engineering permitting and design phases and is scheduled to bid in January 2025. Construction is expected to begin in spring 2025 with an 18-month buildout.

Project Name: Legacy Business Park Infrastructure Recipient: Lexington-Fayette Urban County Government Amount Awarded: $10,000,000 Project Location Address: 2850 Georgetown Road, Lexington, KY 40511 (Location Map) Estimated Funding Funding Source Amount Federal Estimated Funding $10,000,000 (HUD) +$2,548,210 (ARPA) Applicant Estimated Funding $7,451,790 (LFUCG) State Estimated Funding $2,000,000 (KPDI) Local Estimated Funding See "Applicant Estimated Funding" Other Estimated Funding $200,000 (LG&E/KU Grant)+$388,305* Program Income Estimated Funding N/A Total $22,588,305 *Land sale revenue Estimated Budget (Total Project) The total estimated cost of construction for LBP, including all expenses and construction related costs, is $22,588,305. These costs are based on the lowest bid response received in March 2025 for construction of the project. CPF funds will be utilized towards construction costs. Task Budget Funding Source QA/QC Allowance $135,000.00 HUD - CPF Grant ("HUD") Concrete Work $589,955.75

Kentucky Product Development Initiative Grant ("KPDI") ($383,471.24); HUD ($206,484.51) Utilities-Storm Sewer $1,918,768.76 HUD Site Grading $3,287,545.62 Lexington-Fayette Urban County Government ("LFUCG") ($2,136,904.65); HUD - ($1,150,640.97) Paving, striping/signage, Arch. Culverts $3,445,983.09 HUD ($2,606,731.55); LFUCG ($794,726.54); KPDI ($44,525) Utilities-Electrical $1,261,900.00 HUD ($1,061,900); Kentucky Utilities Grant ($200,000) Landscape, Hardscape, Fencing, Signage $2,551,730.08 HUD ($1,353,588.06); KPDI ($1,198,142.03) Utilities-Sanitary Sewer $2,997,176.80 LFUCG ($1,558,531.94); HUD ($1,438,644.86) Utilities-San Pump Station $811,939.90 KPDI ($373,861.74); LFUCG ($309,836.87); HUD ($128,241.29) Subtotal - Construction $17,000,000.00 Const. Admin. (Phase II) $548,000.00 LFUCG Pre-Development Costs (inc. Phase I Const. Admin.) $3,340,305.00 ARPA ($2,548,210); LFUCG ($792,095) 10% Construction Contingency $1,700,000.00 LFUCG TOTAL $22,588,305.00

Project Address : 2850 Georgetown Road and 1490 Bull Lea Road, Lexington, KY 40511

The $10 million in CPF funds will be utilized towards the $17 million construction/site development costs inclusive of a $135,000 line item for QA/QC during construction. QA/QC Allowance $135,000 Concrete Work - $206,484.51 Utilities-Storm Sewer - $1,918,768.76 Site Grading - $1,150,640.97 Paving, striping/signage, Arch. Culverts - $2,606,731.55 Utilities-Electrical - $1,061,900 Landscape, Hardscape, Fencing, Signage - $1,353,588.06 Utilities-Sanitary Sewer - $1,438,644.86 Utilities-San Pump Station - $128,241.29 Total $10,000,000

APPROVED BUDGET

SF424 – ESTIMATED FUNDING

Funding Name	Amount
Federal Estimated Funding	$10,000,000.00
Applicant Estimated Funding	$7,451,790.00
State Estimated Funding	$2,000,000.00
Local Estimated Funding	$.00
Other Estimated Funding	$3,136,515.00
Program Income Estimated Funding	$.00
Total	$22,588,305.00

CPF – ESTIMATED FUNDING

Funding Source	Estimated Funding
QA/QC Allowance	$135,000.00
Concrete Work	$206,484.51
Utilities-Storm Sewer	$1,918,768.76
Site Grading	$1,150,640.97
Paving, striping/signage, Arch. Culverts	$2,606,731.55
Utilities-Electrical	$1,061,900.00
Landscape, Hardscape, Fencing, Signage	$1,353,588.06
Utilities-Sanitary Sewer	$1,438,644.86
Utilities-San Pump Station	$128,241.29
Total	$10,000,000.00

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
WASHINGTON, D.C. 20410-1000

OFFICE OF COMMUNITY PLANNING AND DEVELOPMENT

05/09/2025

Linda Gorton
Mayor
Lexington-Fayette Urban County Government
200 East Main Street,
Lexington, KY, 40507
mayor@lexingtonky.gov

Dear Community Project Funding Grantee,

In the Consolidated Appropriations Act, 2024 (Public Law 118-42) (the FY2024 Act), and the Further Consolidated Appropriations Act, 2024 (Public Law 118-47) (the Further FY2024 Act) Congress made $3,290,054,336 in funding available for Community Project Funding (CPF). These CPF awards are administered by the Department of Housing and Urban Development (HUD). HUD received the information below about your project from Congress. A Grant Number has been added and will be the unique identifier for your project throughout the grant process.

Grant Number:	B-24-CP-KY-0890
Project:	Legacy Business Park Infrastructure
Recipient/Grantee:	Lexington-Fayette Urban County Government
Amount:	$10,000,000.00
HUD Grant Officer:	Story, Danielle / Danielle.M.Story@hud.gov

This letter outlines initial grant award requirements and information needed from you to get started. This Grant Award Package also includes: The "FY2024 Community Project Funding Grant Guide" (FY2024 CPF Grant Guide), the template for your FY2024 Community Project Funding Grant Agreement, and the forms required to complete and submit information online to populate before we sign your FY2024 CPF Grant Agreement. A brief overview of these documents is below:

1) **FY2024 CPF Grant Guide**: The FY2024 CPF Grant Guide provides instructions for completing the requested information and filling out the required administrative forms to initiate your FY2024 CPF Grant Agreement. Please refer to this document as it includes important information and forms for accessing the online system (DRGR), as well as other information concerning reporting requirements.

2) **FY2024 CPF Grant Agreement for this Award**: The FY2024 CPF Grant Agreement specifies the applicable statutory provisions, regulations, and administrative requirements for this award. Please make sure all grantee information and award-specific information is entered completely and accurately before signing this Agreement. When you submit your grant materials on our DRGR Grant Processing Module it will create your customized FY2024 CPF Grant Agreement.

3) **Standard Forms and Required Materials:** The following forms will be needed:
    a. Form HUD-1044, Assistance Award/Amendment Form (Attached)
    b. Standard Form–424 Application for Federal Assistance (in the online system)
    c. SF-424-B, Assurances for Non construction Programs, and/or SF-424-D, Assurances for Construction Programs (in the online system)
    d. SF-LLL Disclosure of Lobbying Activities (as applicable in the online system): https://www.grants.gov/forms/forms-repository/sf-424-family
    e. SF-1199A - Direct Deposit Sign-Up Form: https://www.gsa.gov/system/files/SF1199A-20.pdf The form is to be completed by the grantee and grantee's financial institution. Grantees will need to submit the completed form and upload to DRGR.

Grant Award Process Overview

Below is a step-by-step walk-through of the process and necessary documents and forms to execute your FY2024 CPF Grant Agreement. This process and the forms are also available in the FY2024 CPF Grant Guide, which can also be found on the program's webpage at: https://www.hud.gov/program_offices/comm_planning/edi-grants/FY_2024 on HUD.gov and on this webpage https://www.hudexchange.info/programs/cpf/ on the HUD Exchange.

1. Grantees should review the Grant Award Package documents.
2. Grantees should initiate or complete the HUD environmental review.
3. Grantees gather all required information and submit to HUD using the online system DRGR.
4. HUD provides access to DRGR system to access the Grant Processing Module to submit required information, answer questions, and upload documents. Once all required information is submitted online HUD will review the completed grant materials submitted.
5. HUD staff will review the information and documents for completeness. If there are any deficiencies the corrections and/or clarifying questions will be shared with the grantee for correcting or answering the clarifying questions. If not, HUD staff will submit the package internally for a second level review. Then, the Acting Director for the Congressional Grants Division will review the grant package. Finally, your Grant Agreement will be executed.
6. HUD will notify the grantee that their FY2024 Grant Agreement has been fully executed and will share additional materials with the grantee to complete to begin the payment processing activities to receive your funds.

Training and Tools

FY2024 CPF Onboarding Event: This event will take place in September. We will review this letter and grant award package materials along with sharing next steps and how to sign up for a cohort. The event will be recorded and shared online after the event.

FY2024 CPF Grantee Cohorts: This provides you and your staff the opportunity to register for a four-part training for how to prepare your grant materials and submit them online. Information about the registration will be shared via email and during the FY2024 CPF Onboarding Event.

FY2024 CPF Grantee Webinar Series: This provides you and your staff with information about the regulations, requirements, and processes for your grant. Information about the registration for the webinar series will be shared via email and during the FY2024 CPF Onboarding Event.

FY2024 CPF Grantee Online HUD Exchange Resources: This website page includes general information and your specific Fiscal Year information along with links to past and future technical assistance opportunities. The site is also used for you to register for our listserv and for communicating updates to you and those on the listserv.

Overview of Requirements

CPF grants are subject to several Federal requirements. HUD will provide additional information and further clarification regarding applicable requirements and the grant award process in upcoming webinars and additional technical assistance. The most essential requirements include:

1) **Administrative Requirements:** CPF grants are subject to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200).

2) **HUD Environmental Review Requirements:** EDI/CPF grants, like all projects funded by HUD, are subject to requirements under the National Environmental Policy Act (NEPA), HUD's NEPA-implementing regulations at 24 CFR Part 50 or 24 CFR Part 58, and appropriate federal environmental and historic preservation laws, regulations, and Executive Orders.

   - To be eligible, activities and expenses must comply with applicable Federal requirements. This includes administrative requirements under 2 CFR Part 200, environmental laws, statutes and Executive Orders, and other "cross-cutting" federal requirements adhered to by HUD.
   - If the environmental review is being conducted by a local government responsible entity under Part 58, a Request for Release of Funds and Certification must be approved by HUD, as applicable. If the environmental review is being completed by HUD under Part 50, the environmental review must be approved and certified by HUD.
   - HUD defines the "Federal Nexus" for a program or project as the event that triggers the requirements for federal environmental review under a host of laws, regulations, and Executive Orders, including the prohibition on choice limiting actions.
   - For FY2024 grants, the date of the Act's enactment (March 9, 2024) is the federal nexus for compliance with all environmental laws. Once a project is federalized, in keeping with the National Environmental Policy Act (NEPA) and HUD's NEPA-implementing regulations at 24 CFR Part 50 or 24 CFR Part 58, environmental reviews must be completed, and all necessary HUD approvals must be obtained prior to taking any choice limiting actions, such as acquisition, construction, ground disturbance, and entering into contracts.
   - Further explanation and guidance on choice limiting actions and the environmental review process, including historic preservation review, is included within the CPF Grant Guide and on the program's webpage at: https://www.hudexchange.info/programs/cpf/.
   - Some projects may already be underway at the time of federal nexus and while it is still best practice to stop all work after the federal nexus before the environmental review is complete for EDI/CPF projects that are already underway at time of federal nexus, grantees are allowed to perform activities after the federal nexus, but only for activities which are part of a pre-nexus contract that obligates them to do so. However, grantees would be doing so at their own risk, as any activity performed, or proposed to be performed, after the federal nexus must be included in the project scope of a satisfactory environmental review to be reimbursable.

- A satisfactory review must show that the project activities will not result in unmitigable environmental harm and must not preclude consultation with the appropriate environmental authorities such as the State Historic Preservation Office (SHPO). Environmental authorities may refuse to consult if physical impacts are made to a site before consultation.
- HUD conducted a nationwide environmental review for FY24 EDI/CPF soft costs to clear activities such as administrative, planning, and operations and maintenance costs (including costs to prepare an environmental review). After execution of the Grant Agreement, eligible soft costs can be incurred after March 9, 2024 (see 2 CFR 200.403). Eligible hard costs can be reimbursed if incurred after a full environmental review is completed (see 2 CFR 200.403).
- HUD Environmental Officers: https://www.hud.gov/sites/dfiles/CPD/documents/Community-Project-Funding-Portfolio-Assignments.pdf.

If you, or your staff, have any questions regarding how to complete or submit the requires documents, please feel free to contact your Grant Officer or System Officer. Please note while your Grant Officer may change over time, we have a team approach to managing your project. Please include your grant number and project in all email correspondence. We look forward to working with you on this important project!

Sincerely,

Brooke Bohnet
Associate Deputy Assistant Secretary
for Economic Development

RESOLUTION NO. 127 - 2023

A RESOLUTION EXPRESSING THE SUPPORT OF THE URBAN COUNTY COUNCIL FOR THE SITE DESIGN, INFRASTRUCTURE IMPROVEMENTS, AND SITE PREPARATION OF THE LEGACY BUSINESS PARK PROJECT, AND FOR A REQUEST TO OBTAIN UP TO $14 MILLION IN FEDERAL COMMUNITY PROJECTS FUNDING, WITH ASSISTANCE FROM THE OFFICE OF UNITED STATES REPRESENTATIVE ANDY BARR; AND AUTHORIZING AND DIRECTING THE MAYOR OR HER DESIGNEE TO SUBMIT ANY NECESSARY FORMS OR DOCUMENTS RELATED TO SUCH REQUEST.

WHEREAS, Legacy Business Park is a 200 acre site located at 2850 Georgetown Road and 1490 Bull Lea Road, and is owned by the Lexington-Fayette Urban County Government (LFUCG) and managed by the Lexington-Fayette Urban County Industrial Authority; and

WHEREAS, the LFUCG continues to seek funding to develop the required infrastructure for Legacy Business Park to support economic development and job creation in Lexington; and

WHEREAS, the Office of United States Representative Andy Barr has indicated that there may be federal funding available for Community Projects such as site design, infrastructure improvements, and site preparation for business park projects; and

WHEREAS, the proposed Legacy Business Park project is expected to create more than 2,000 jobs, and generate approximately $96 million in wages, $6 million in state tax revenues, and $6 million in local tax revenues; and

WHEREAS, the proposed project would be an ideal local use of federal Community Projects funding.

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

Section 1 – That the above recitals are incorporated herein as if fully stated.

Section 2 – That the Council of the Lexington-Fayette Urban County Government hereby expresses its support for the site design, infrastructure improvements, and site preparation of Legacy Business Park, and further supports the submission of this project to the Office of United States Representative Andy Barr for funding of up to $14 million.

Section 3 – That the Mayor, or her designee, be and hereby is authorized and directed to execute and provide any necessary forms or supporting documentation related to the project to the Office of United States Representative Andy Barr.

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

PASSED URBAN COUNTY COUNCIL: March 9, 2023

Linda Gorton

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0309-23-23:DJB:X:\Cases\MOED\23-LE0001\LEG\00776724.DOCX

RESOLUTION NO. _____- 2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO ACCEPT $10,000,000.00 IN FEDERAL FUNDS FROM THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) AS AN ECONOMIC DEVELOPMENT INITIATIVE/COMMUNITY PROJECT FUNDING (CPF) AWARD FOR THE LEGACY BUSINESS PARK INFRASTRUCTURE INSTALLATION PROJECT, AND AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT, AND ANY OTHER DOCUMENTS NECESSARY, IN ORDER TO ACCEPT THESE FUNDS, AND FURTHER AUTHORIZING THE MAYOR TO TRANSFER UNENCUMBERED FUNDS WITHIN THE GRANT BUDGET.

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to accept $10,000,000.00 in federal funds from the Department of Housing and Urban Development (HUD) as an Economic Development Initiative/Community Project Funding (CPF) award for the Legacy Business Park Infrastructure Installation Project.

Section 2 – That the Mayor be and hereby is authorized and directed to execute an Agreement, which is attached hereto and incorporated herein by reference, and any other documents necessary, in order to accept these funds.

Section 3 – That subject to the provisions of Section 7-48 of the Lexington-Fayette Urban County Government Code of Ordinances, the Mayor is hereby authorized, in her discretion as Chief Executive Officer of the Urban County Government, to transfer the unencumbered balance of any operating or capital account appropriation to another operating or capital account appropriation within the Grant budget previously established for this Grant.

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

PASSED URBAN COUNTY COUNCIL:

_____
MAYOR

ATTEST:

_____
CLERK OF URBAN COUNTY COUNCIL
0511-25:TAH:4927-1377-7990, v. 1

RESOLUTION NO. 245 - 2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO ACCEPT $10,000,000.00 IN FEDERAL FUNDS FROM THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) AS AN ECONOMIC DEVELOPMENT INITIATIVE/COMMUNITY PROJECT FUNDING (CPF) AWARD FOR THE LEGACY BUSINESS PARK INFRASTRUCTURE INSTALLATION PROJECT, AND AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT, AND ANY OTHER DOCUMENTS NECESSARY, IN ORDER TO ACCEPT THESE FUNDS, AND FURTHER AUTHORIZING THE MAYOR TO TRANSFER UNENCUMBERED FUNDS WITHIN THE GRANT BUDGET.

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to accept $10,000,000.00 in federal funds from the Department of Housing and Urban Development (HUD) as an Economic Development Initiative/Community Project Funding (CPF) award for the Legacy Business Park Infrastructure Installation Project.

Section 2 – That the Mayor be and hereby is authorized and directed to execute an Agreement, which is attached hereto and incorporated herein by reference, and any other documents necessary, in order to accept these funds.

Section 3 – That subject to the provisions of Section 7-48 of the Lexington-Fayette Urban County Government Code of Ordinances, the Mayor is hereby authorized, in her discretion as Chief Executive Officer of the Urban County Government, to transfer the unencumbered balance of any operating or capital account appropriation to another operating or capital account appropriation within the Grant budget previously established for this Grant.

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

PASSED URBAN COUNTY COUNCIL: May 29, 2025

Linda Gorton
MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0511-25:TAH:4927-1377-7990, v. 1

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0512-25

File ID:	0512-25	**Type:**	Ordinance	**Status:**	Approved
Version:	1	**Contract #:**		**In Control:**	Urban County Council
				File Created:	05/19/2025
File Name:	25-0050- Parks and Recreation Abolish-Create			**Final Action:**	06/12/2025

Title: An Ordinance amending the authorized strength by abolishing one (1) classified position of Skilled Trades Worker, Grade 515N, and creating one (1) position of Vehicle and Equipment Mechanic, Grade 514N, all in the Div. of Parks and Recreation, effective upon passage of Council. [Div. of Human Resources, George]

Notes:

Sponsors:		**Enactment Date:**	06/12/2025
Attachments:	Bluesheet Memo 25-0050, From to 25-0050, HR Fiscal Impact- 25-0050, ORD 0512-25 Abolishing Skilled Trades Worker and Vehicle and Equipment Mechanic 4915-9941-8693 v.1.docx, O-039-2025	**Enactment Number:**	O-039-2025
Deed #:		**Hearing Date:**	
Drafter:	Alana Morton	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	05/27/2025	Approved and Referred to Docket	Urban County Council	05/29/2025		Pass
1	Urban County Council	05/29/2025	Received First Reading	Urban County Council	06/12/2025		
1	Urban County Council	06/12/2025	Approved				Pass

Text of Legislative File 0512-25

Title

An Ordinance amending the authorized strength by abolishing one (1) classified position of Skilled Trades Worker, Grade 515N, and creating one (1) position of Vehicle and Equipment Mechanic, Grade 514N, all in the Div. of Parks and Recreation, effective upon passage of Council. [Div. of Human Resources, George]

Summary

Authorization to amend the authorized strength by abolishing one (1) classified position of

Skilled Trades Worker (Grade 515N) and creating one (1) classified position of Vehicle and Equipment Mechanic (Grade 514N), in the Division of Parks and Recreation, effective upon passage of Council. This has an estimated cost savings of $2,893.80. (L0512-25) (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

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: May 12, 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 Skilled Trades Worker (Grade 515N) and creating one (1) classified position of Vehicle and Equipment Mechanic (Grade 514N), in the Division of Parks and Recreation, effective upon passage of Council.

Why are you requesting:
The purpose of this position is to maintain all golf course equipment, ensuring that the golf course operates in playable conditions. A lack of maintenance or timely repairs can lead to a significant loss of revenue, customer dissatisfaction, and increased expenses.

What is the cost in this budget year and future budget year?
This has an estimated cost savings of $2,893.80.

Position Title	Annual Salary Before	Annual Salary After	Annual Increase/Decrease
Skilled Trades Worker	$47,717.28	$0	($47,717.28)
Vehicle and Equipment Mechanic	$0	$45,445.92	$45,445.92
Total Annual Impact/ Salary and Benefits $2,893.80			

File Number: DS12 . 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: 5/12/25

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)							
760.072	7	632	515N	Skilled Trades Worker	-----	-----	-----
760.140	4	624	526E	Vehicle and Equipment Mechanic	-----	-----	-----

Changes To:

Div. Line #	No. Pos.	Class Code	Pay Grade	Position Title	Prog. #	Employee Name	Salary
Division of Parks and Recreation (760)							
760.072	6	632	515N	Skilled Trades Worker	-----	-----	-----
760.140	5	624	526E	Vehicle and Equipment Mechanic	-----	-----	-----

Bluesheet 25-0050

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
Skilled Trades Worker (Grade 515)	Abolish	-1.00	22.941	($47,717.28)	($9,405.08)	($5,528.88)	($3,223.14)	($21.00)	($753.80)	($66,649.17)
Vehicle and Equipment Mechanic (Grade 514)	Create	1.00	21.849	$45,445.92	$8,957.39	$5,528.88	$3,082.32	$20.00	$720.86	$63,755.37
Pay Periods				($2,271.36)	($447.69)	$0.00	($140.82)	($1.00)	($32.93)	($2,893.80)

Annual Cost: ($2,893.80)

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

ORDINANCE NO. _____ - 2025

AN ORDINANCE AMENDING THE AUTHORIZED STRENGTH BY ABOLISHING ONE (1) CLASSIFIED POSITION OF SKILLED TRADES WORKER, GRADE 515N, AND CREATING ONE (1) POSITION OF VEHICLE AND EQUIPMENT MECHANIC, GRADE 526E, ALL IN THE DIVISION OF PARKS AND RECREATION, EFFECTIVE UPON PASSAGE OF COUNCIL.

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

Section 1 – That the following subsection line numbers in the classified civil service authorized strength be and hereby are amended to read as follows:

760.072	6	632	515N	Skilled Trades Worker
760.140	5	624	526E	Vehicle and Equipment Mechanic

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

PASSED URBAN COUNTY COUNCIL:

_____
MAYOR

ATTEST:

_____
CLERK OF URBAN COUNTY COUNCIL
PUBLISHED:
0512-25:GET: 4915-9941-8693, v. 1

ORDINANCE NO. 039 - 2025

AN ORDINANCE AMENDING THE AUTHORIZED STRENGTH BY ABOLISHING ONE (1) CLASSIFIED POSITION OF SKILLED TRADES WORKER, GRADE 515N, AND CREATING ONE (1) POSITION OF VEHICLE AND EQUIPMENT MECHANIC, GRADE 514N, ALL IN THE DIVISION OF PARKS AND RECREATION, EFFECTIVE UPON PASSAGE OF COUNCIL.

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

Section 1 – That the following subsection line numbers in the classified civil service authorized strength be and hereby are amended to read as follows:

760.072	6	632	515N	Skilled Trades Worker
760.140	5	624	514N	Vehicle and Equipment Mechanic

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

PASSED URBAN COUNTY COUNCIL: June 20, 2025

Linda Gorton

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

PUBLISHED: June 20, 2025-1t

0512-25:GET: 4915-9941-8693, v. 2

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0513-25

File ID:	0513-25	**Type:**	Ordinance	**Status:**	Approved
Version:	1	**Contract #:**		**In Control:**	Urban County Council
				File Created:	05/19/2025
File Name:	25-0051 Facilities and Fleet - Abolish			**Final Action:**	06/12/2025

Title: An Ordinance amending the authorized strength by abolishing two (2) classified positions of Heavy Equipment Technician, Grade 519N, in the Div. of Facilities and Fleet Management, effective upon passage of Council. [Div. of Human Resources, George]

Notes:

Sponsors:		**Enactment Date:**	06/12/2025
Attachments:	Bluesheet Memo 25-0051, From to 25.0051, ORD 0513-25 Abolshing heavy equipment tech 4898-0910-5989 v.1.docx, O-040-2025	**Enactment Number:**	O-040-2025
Deed #:		**Hearing Date:**	
Drafter:	Alana Morton	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	05/27/2025	Approved and Referred to Docket	Urban County Council	05/29/2025		Pass
1	Urban County Council	05/29/2025	Received First Reading	Urban County Council	06/12/2025		
1	Urban County Council	06/12/2025	Approved				Pass

Text of Legislative File 0513-25

Title

An Ordinance amending the authorized strength by abolishing two (2) classified positions of Heavy Equipment Technician, Grade 519N, in the Div. of Facilities and Fleet Management, effective upon passage of Council. [Div. of Human Resources, George]

Summary

Authorization to amend the authorized strength by abolishing two (2) Classified Civil Service Positions of Heavy Equipment Technician (Grade 519N) in the Division of Facilities and

Fleet Management, effective upon passage of Council. The fiscal impact for this position will be Budget-neutral, balancing staffing levels in accordance with Ordinance 84-2023.
(L0513-25) (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

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: May 12, 2025

RE: Abolish Heavy Equipment Technician

Request:
The attached action is requesting authorization to amend the authorized strength by abolishing two (2) classified civil service positions of Heavy Equipment Technician (Grade 519N) in the Division of Facilities and Fleet Management, effective upon passage of Council.

Why are you requesting:
The Division of Facilities and Fleet Management requests to abolish in accordance with O-084-2023. Abolishing these positions will balance the staffing levels as the positions are filled through the pilot compensation system.

What is the cost in this year and future budget year?
The fiscal impact for this position will be budget-neutral.

File Number: 0513-25

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: 5/21/25

Classified Civil Service

Changes From:

Div. Line #	No. Pos.	Class Code	Pay Grade	Position Title	Prog. #	Employee Name	Salary
Division of Facilities and Fleet Management (720)							
720.053	13	623	519N	Heavy Equipment Technician	-----	-----	-----

Changes To:

Div. Line #	No. Pos.	Class Code	Pay Grade	Position Title	Prog. #	Employee Name	Salary
Division of Facilities and Fleet Management (720)							
720.053	11	623	519N	Heavy Equipment Technician	-----	-----	-----

ORDINANCE NO. _____ - 2025

AN ORDINANCE AMENDING THE AUTHORIZED STRENGTH BY ABOLISHING TWO (2) CLASSIFIED POSITIONS OF HEAVY EQUIPMENT TECHNICIAN, GRADE 519N, IN THE DIVISION OF FACILITIES AND FLEET MANAGEMENT, EFFECTIVE UPON PASSAGE OF COUNCIL.

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

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

720.053	11	623	519N	Heavy Equipment Technician

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

PASSED URBAN COUNTY COUNCIL:

_____
MAYOR

ATTEST:

_____
CLERK OF URBAN COUNTY COUNCIL
PUBLISHED:
0513-25:GET: 4898-0910-5989, v. 1

ORDINANCE NO. 040 - 2025

AN ORDINANCE AMENDING THE AUTHORIZED STRENGTH BY ABOLISHING TWO (2) CLASSIFIED POSITIONS OF HEAVY EQUIPMENT TECHNICIAN, GRADE 519N, IN THE DIVISION OF FACILITIES AND FLEET MANAGEMENT, EFFECTIVE UPON PASSAGE OF COUNCIL.

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

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

720.053	11	623	519N	Heavy Equipment Technician

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

PASSED URBAN COUNTY COUNCIL: June 12, 2025

Linda Gorton
MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL
PUBLISHED: June 20, 2025-1t
0513-25:GET: 4898-0910-5989, v. 1

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0514-25

File ID:	0514-25	**Type:**	Resolution	**Status:**	Approved
Version:	1	**Contract #:**	164-2025	**In Control:**	Urban County Council
				File Created:	05/19/2025
File Name:	25-0052- Salary.com Agreement			**Final Action:**	06/12/2025

Title: A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute a Salary Data Agreement with Salary.com for access to salary research and salary studies for all classified and unclassified positions, for the Div. of Human Resources, at a cost not to exceed $10,700 in Fiscal Year 2026, subject to sufficient funds being appropriated. [Div. of Human Resources, George]

Notes: SAF in the CCO. Returned to Alana Morton 6/24/2025. MS

Sponsors:		**Enactment Date:**	06/12/2025
Attachments:	Bluesheet Memo 25-0052, FY26 Agreement, RESO 514-25 Salary.com Agreement 4904-2245-7669 v.1.docx, R-272-2025, Contract #164-2025	**Enactment Number:**	R-272-2025
Deed #:		**Hearing Date:**	
Drafter:	Alana Morton	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	05/27/2025	Approved and Referred to Docket	Urban County Council	05/29/2025		Pass
1	Urban County Council	05/29/2025	Received First Reading	Urban County Council	06/12/2025		
1	Urban County Council	06/12/2025	Approved				Pass

Text of Legislative File 0514-25

Title

A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute a Salary Data Agreement with Salary.com for access to salary research and salary studies for all classified and unclassified positions, for the Div. of Human Resources, at a cost not to exceed $10,700 in Fiscal Year 2026, subject to sufficient funds being appropriated. [Div. of Human Resources, George]

Summary

Authorization for a Salary Data Agreement with Salary.com for salary research and salary studies for all classified and unclassified positions within LFUCG, at a cost not to exceed $10,700, for a period of 12 months beginning July 1, 2025. Funds are included in FY 2026 Mayor's Proposed Budget. (L0514-25) (George/Hamilton)

Budgetary Implications [select]: Included in FY 26 Mayor's Proposed Budget

Advance Document Review:

Law: Yes, Completed by [Michael Cravens, May 19, 2025]}

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

Fully Budgeted [select]: Yes

Account Number: 1101-160501-1911-77802

This Fiscal Year Impact: $10,700 not to exceed FY 26

Annual Impact: $

Project:

Activity:

Budget Reference:

Current Balance: $20,000.00 Included in FY 26 Mayor's Proposed Budget

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: May 12, 2025

SUBJECT: **Salary Data Agreement – Salary.com**

Request:
The attached action authorizes a Salary Data Agreement between Salary.com and the Lexington-Fayette Urban County Government for salary research and salary studies for all classified and unclassified positions within LFUCG.

What is the cost in this budget year and future budget year?
The cost is not to exceed $10,700 and will be funded from the division's subscriptions and publications account (1101-160501-1911-77802).

File Number: 0514-25

Director/Commissioner:
Glenda Humphrey George/Sally Hamilton

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

salary.com™

Order Form

610 Lincoln St. North Building, Suite # 200 Waltham, MA 02451

Customer:	Lexington-Fayette Urban County Government	**Order Type:**	Renewal
Number of FTEs:	2,800	**Total Annual Price:**	USD 10,700.00
Subscription Start Date:	Jul 1, 2025	**Subscription End Date:**	Jun 30, 2026

Subscription Service	QTY	Term (Months)
CompAnalyst Market Data - US		12
		Total Annual Price: USD 10,700.00

Billing Information:

- **FTE:** 2,800
- **Payment Term:** Due On Receipt
- **Invoice Frequency:** Annually
- **PO (if required):**
- **Special Billing Instructions:** N/A

Renewals: This order renews for additional 12 month period, unless either party provides the other with written (including email) notice of non-renewal at least 60 days prior to the renewal date. The per-unit pricing during any renewal term will increase by up to 5% above the applicable pricing in the prior term, unless Salary provides Customer notice of different pricing at least 60 days prior to the applicable renewal term.

Terms: This Order is governed by the terms of the Data Subscription Agreement (the "DSA") located at https://www.salary.com/legal/dsa, the terms of which are incorporated into this Order for all purposes. If there is a conflict between the terms of this Order and the DSA, this Order governs. This Order and the DSA are the entire agreement between the parties, and they supersede and replace all prior and contemporaneous negotiations, agreements, representations and discussions regarding this subject matter. Only a signed writing of the parties may amend this Order.

Customer Contact:
Dan James
200 E. Main St.
Lexington, Kentucky 40507
Phone: 8592583954
Email: djames@lexingtonky.gov

Account Executive: Mahre Connor
Email: mahre.connor@salary.com
Phone: (781) 328-9528

Customer Billing Contact:
Dan James
200 E. Main St.
Lexington, Kentucky 40507
Phone: 8592583954
Email: djames@lexingtonky.gov

Account Manager: Mahre Connor
Email: mahre.connor@salary.com
Phone: (781) 328-9528

Lexington-Fayette Urban County Government

Signed: _____

By Name: _____

Title: _____

Date: _____

Salary.com, LLC:

Signed: Rachel L. Carelli

By Name: Rachel L. Carelli

Title: Associate Counsel

Date: 5/6/2025

RESOLUTION NO. _____- 2025

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A SALARY DATA AGREEMENT WITH SALARY.COM FOR ACCESS TO SALARY RESEARCH AND SALARY STUDIES FOR ALL CLASSIFIED AND UNCLASSIFIED POSITIONS, FOR THE DIVISION OF HUMAN RESOURCES, AT A COST NOT TO EXCEED $10,700.00 IN FISCAL YEAR 2026, SUBJECT TO SUFFICIENT FUNDS BEING APPROPRIATED.

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute a Salary Data Agreement, which is attached hereto and incorporated herein by reference, with Salary.com, for access to salary research and salary studies for all classified and unclassified positions, for the Division of Human Resources.

Section 2 – That an amount, not to exceed the sum of $10,700.00, be and hereby is approved for payment to Salary.com, from account # 1101 – 160501 – 77802 in FY2026, pursuant to the terms of the Salary Data Agreement, and subject to sufficient funds being appropriated.

Section 3 – That this Resolution shall become effective upon passage of Council.

PASSED URBAN COUNTY COUNCIL:

_____
MAYOR

ATTEST:

_____
CLERK OF URBAN COUNTY COUNCIL
514-25:MSC:4904-2245-7669, v. 1

RESOLUTION NO. 272 - 2025

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A SALARY DATA AGREEMENT WITH SALARY.COM FOR ACCESS TO SALARY RESEARCH AND SALARY STUDIES FOR ALL CLASSIFIED AND UNCLASSIFIED POSITIONS, FOR THE DIVISION OF HUMAN RESOURCES, AT A COST NOT TO EXCEED $10,700.00 IN FISCAL YEAR 2026, SUBJECT TO SUFFICIENT FUNDS BEING APPROPRIATED.

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute a Salary Data Agreement, which is attached hereto and incorporated herein by reference, with Salary.com, for access to salary research and salary studies for all classified and unclassified positions, for the Division of Human Resources.

Section 2 – That an amount, not to exceed the sum of $10,700.00, be and hereby is approved for payment to Salary.com, from account # 1101 – 160501 – 77802 in FY2026, pursuant to the terms of the Salary Data Agreement, and subject to sufficient funds being appropriated.

Section 3 – That this Resolution shall become effective upon passage of Council.

PASSED URBAN COUNTY COUNCIL: June 12, 2025

Linda Gorton
MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL
514-25:MSC:4904-2245-7669, v. 1

R-272-2025
Contract #164-2025

salary.com™

Order Form

610 Lincoln St. North Building, Suite # 200 Waltham, MA 02451

Customer:	Lexington-Fayette Urban County Government	**Order Type:**	Renewal
Number of FTEs:	2,800	**Total Annual Price:**	USD 10,700.00
Subscription Start Date:	Jul 1, 2025	**Subscription End Date:**	Jun 30, 2026

Subscription Service	QTY	Term (Months)
CompAnalyst Market Data - US		12
		Total Annual Price: USD 10,700.00

Billing Information:

- **FTE:** 2,800
- **Payment Term:** Due On Receipt
- **Invoice Frequency:** Annually
- **PO (if required):**
- **Special Billing Instructions:** N/A

Renewals: This order renews for additional 12 month period, unless either party provides the other with written (including email) notice of non-renewal at least 60 days prior to the renewal date. The per-unit pricing during any renewal term will increase by up to 5% above the applicable pricing in the prior term, unless Salary provides Customer notice of different pricing at least 60 days prior to the applicable renewal term.

Terms: This Order is governed by the terms of the Data Subscription Agreement (the "DSA") located at https://www.salary.com/legal/dsa, the terms of which are incorporated into this Order for all purposes. If there is a conflict between the terms of this Order and the DSA, this Order governs. This Order and the DSA are the entire agreement between the parties, and they supersede and replace all prior and contemporaneous negotiations, agreements, representations and discussions regarding this subject matter. Only a signed writing of the parties may amend this Order.

Customer Contact:
Dan James
200 E. Main St.
Lexington, Kentucky 40507
Phone: 8592583954
Email: djames@lexingtonky.gov

Customer Billing Contact:
Dan James
200 E. Main St.
Lexington, Kentucky 40507
Phone: 8592583954
Email: djames@lexingtonky.gov

Account Executive: Mahre Connor
Email: mahre.connor@salary.com
Phone: (781) 328-9528

Account Manager: Mahre Connor
Email: mahre.connor@salary.com
Phone: (781) 328-9528

Lexington-Fayette Urban County Government

Signed: Linda Gorton
By Name: Linda Gorton
Title: Mayor
Date: 6/24/2025

Salary.com, LLC:

Signed: Rachel L. Careli
By Name: Rachel L. Careli
Title: Associate Counsel
Date: 5/6/2025

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0522-25

File ID: 0522-25 **Type:** Resolution **Status:** Approved

Version: 1 **Contract #:** 213-2025 **In Control:** Urban County Council

File Created: 05/21/2025

File Name: Reassignment of TIF Rights and Obligations - The Summit TIF **Final Action:** 05/29/2025

Title:

A Resolution authorizing and directing the Mayor or her designee, on behalf of the Urban County Government, to execute all necessary documents related to the assignment and assumption of the rights and obligations related to the Summit Tax Increment Financing (TIF) Project, at no cost to the Urban County Government. [Dept. of Finance, Hensley]

Notes: SAF in the CCO. REturned to Robin Adams via IOM 7/22/2025. MS

Sponsors:

Enactment Date: 05/29/2025

Attachments: Memo - Summit TIF Reassignment, ASSIGNMENT AND ASSUMPTION OF Financing Agreement, ASSIGNMENT AND ASSUMPTION OF Local Participation Agreement, ASSIGNMENT AND ASSUMPTION OF MASTER DEVELOPMENT AGREEMENT, LFUCG Estoppel Certificate draft 5.20.25 (compared with LFUCG Estoppel Certificate draft 5.20.25-1), LFUCG Estoppel Certificate draft 5.20.25, RESO 522-25 Assignment and Assumption Summit TIF 4906-8754-4903 v.1.docx, R-246-2025, Contract #213-2025

Enactment Number: R-246-2025

Deed #:

Hearing Date:

Drafter: Robin Adams

Effective Date:

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	05/27/2025	Approved and Referred to Docket	Urban County Council	05/29/2025		Pass
1	Urban County Council	05/29/2025	Received First Reading	Urban County Council	05/29/2025		
1	Urban County Council	05/29/2025	Suspended Rules for Second Reading				Pass
1	Urban County Council	05/29/2025	Approved				Pass

Text of Legislative File 0522-25

Title

A Resolution authorizing and directing the Mayor or her designee, on behalf of the Urban County Government, to execute all necessary documents related to the assignment and assumption of the rights and obligations related to the Summit Tax Increment Financing (TIF) Project, at no cost to the Urban County Government. [Dept. of Finance, Hensley]

Summary

Authorization to approve and execute any documents related to the assignment and assumption of rights and obligations related to The Summit Tax Increment Financing (TIF) project to new owners, Fritz Farm Owner, LLC. The original 2013/2014 terms and conditions of the TIF will remain unchanged. No Budgetary impact. (L0522-25)(Simpson/Hensley)

Budgetary Implications: No

Advance Document Review:

Law: Yes, Completed by Evan Thompson, 5/21/2025

Risk Management: NA

Fully Budgeted: NA

Account Number: NA

This Fiscal Year Impact: $0

Annual Impact: $0

Project:

Activity:

Budget Reference:

Current Balance:

MAYOR LINDA GORTON

LEXINGTON

ERIN HENSLEY
COMMISSIONER
FINANCE

TO: Mayor Linda Gorton
Members, Urban County Council

FROM: Erin Hensley, Commissioner of Finance
Kevin Atkins, Chief Development Officer

DATE: May 21, 2025

SUBJECT: Reassignment of TIF Rights and Obligations – The Summit TIF

Request

Authorization to: Approve and execute any documents related to the assignment and assumption of rights and obligations related to The Summit Tax Increment Financing (TIF) project to new owners, Fritz Farm Owner, LLC.

Why are you requesting?

The Lexington-Fayette Urban County Government originally entered into various agreements to assist in the funding of public infrastructure at The Summit at Fritz Farm in August 2013, further amended in November 2014. These documents authorized state and local tax increment revenues toward infrastructure improvements at The Summit at Fritz Farm and provided support for the issuance of a bond package through the Kentucky Bond Development Corporation. The new entity assuming the rights and obligations will be Fritz Farm Owner, LLC.

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

The cost for this FY is: NA

The cost for future FY is: NA

Are the funds budgeted?

No budget needed

File Number: 0522 - 25

Deputy Commissioner/Commissioner: Ashley Simpson/Erin Hensley, Kevin Atkins (CDO)

ASSIGNMENT AND ASSUMPTION COMPANY'S RIGHTS AND OBLIGATIONS IN FINANCING AGREEMENT

This Assignment and Assumption of Company's Rights and Obligations in Financing Agreement (this "Assignment") dated the ____day of May, 2025, by and between Summit Fritz Farm Partners LLC, a Delaware limited liability company (the "Assignor") and Fritz Farm Owner, LLC a Delaware limited liability company authorized to transact business in the Commonwealth of Kentucky, with an address of 525 Third Street, Beloit, Wisconsin 53511 (the "Assignee") (and collectively, the "Parties");

W I T N E S S E T H:

WHEREAS, the Lexington-Fayette Urban County Government ("LFUCG"), by adoption of Ordinance Number 116-2013 (the "Development Area Ordinance"), established The Summit Lexington Development Area, pursuant to the provisions of KRS 65.7041 to KRS 65.7083; and

WHEREAS, the Development Area Ordinance authorized the execution of a Local Participation Agreement, dated August 13, 2013, which was later amended by a First Amendment to Local Participation Agreement, dated November 20, 2014 (collectively, the Local Participation Agreement"), by and among the Lexington-Fayette Urban County Government ("LFUCG"), the Department of Finance of the Lexington-Fayette Urban County Government (the "Agency") and Bayer Properties, L.L.C., a Delaware limited liability company ("Bayer" or the "Developer"), wherein LFUCG and the Agency pledged certain incremental tax revenues [as defined in the Local Participation Agreement] to reimburse Developer for "Approved Costs" and "Eligible Public Infrastructure Costs", expended by the Developer applicable to the development of a mixed-use commercial project, commonly referred to as The Summit Lexington Project, and located within the boundaries of the Lexington-Fayette Urban County Government (the "Project"); and

WHEREAS, as authorized by the Local Participation Agreement, Bayer assigned its interest in the Local Participation Agreement to an affiliate, the Assignor; and

WHEREAS, in addition to incremental tax revenues pledged by LFUCG to reimburse Approved Costs, the Kentucky Economic Development Finance Authority, through the execution of a Tax Incentive Agreement, dated September 25, 2014, pledged certain State incremental taxes to be paid to the Agency to reimburse Approved Costs incurred by the Developer (which State incremental taxes due have been fully paid); and

WHEREAS, to finance the Approved Costs incurred by the Assignor, the Kentucky Bond Development Corporation issued its $15,300,000 Kentucky Bond Development Corporation Tax Increment Revenues Bonds (Summit Lexington Project) Series 2016A (the Series 2016A Bonds) and its $16,157,000 Kentucky Bond Development Corporation Tax Increment Revenues Bonds (Summit Lexington Project) Series 2016B (the "Series 2016B Bonds"); and

WHEREAS, the Agency pledged the incremental revenues that it received under the Local Participation Agreement and Tax Incentive Agreement to payment of the Series 2016A Bonds and the Series 2016B Bonds, through a Financing Agreement, dated April 1, 2016, among the Agency, the Kentucky Bond Development Corporation and the Assignor; and

WHEREAS, the 2016B Bonds were purchased by and are currently held by the Assignor; and

WHEREAS, the 2016A Bonds have been fully paid, and the 2016B Bonds have a current outstanding principal balance of $3,640,707.00; and

WHEREAS, Assignor has entered into a purchase agreement to sell and assign its interest in the 2016B Bonds to the Assignee, including its right, title and obligations set forth in the Financing Agreement,

NOW, Therefore, the Parties Agree as Follows:

1. Assignor hereby transfers and assigns all of its right, title, interest, duties, liabilities and obligations under the Financing Agreement to the Assignee, and the Assignee hereby accepts and assumes all of Assignor's right, title, interests, duties, liabilities and obligations under the Financing Agreement.

2. Assignor hereby makes the following representations unto the Assignee (i) that Assignor is duly authorized to enter into this Assignment for the purposes contemplated hereunder and (ii) that Assignor is not in default of its obligations under the Financing Agreement.

3. Assignee represents and warrants that it is duly authorized to enter into this Assignment for the purposes contemplated hereunder.

IN WITNESS WHEREOF the Parties have hereunto set their hand.

ASSIGNOR:

SUMMIT FRITZ FARM PARTNERS LLC, a Delaware limited liability company

By: JDG Lexington, L.L.C., its managing member

By: _____
Title: _____

ASSIGNEE:

FRITZ FARM OWNER, LLC, a Delaware limited liability company

By: _____
Title: _____

The Kentucky Bond Development Corporation and the Department of Finance of the Lexington-Fayette Urban County Government do hereby acknowledge the Assignment of the Company's Rights and Obligations in Financing Agreement.

KENTUCKY BOND DEVELOPMENT CORPORATION

By: _____
Chair

DEPARTMENT OF FINANCE OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: _____
Erin Hensley
Commissioner of Finance

14515983.2

ASSIGNMENT AND ASSUMPTION OF DEVELOPER'S RIGHTS AND OBLIGATIONS IN LOCAL PARTICIPATION AGREEMENT

This Assignment and Assumption of Developer's Rights and Obligations in Local Participation Agreement (this "Assignment") dated the ____day of May, 2025, by and between Summit Fritz Farm Partners LLC, a Delaware limited liability company (the "Assignor") and Fritz Farm Owner, LLC, a Delaware limited liability company authorized to transact business in the Commonwealth of Kentucky, with an address of 525 Third Street, Beloit, Wisconsin 53511(the "Assignee") (and collectively, the "Parties");

W I T N E S S E T H:

WHEREAS, the Lexington-Fayette Urban County Government ("LFUCG"), by adoption of Ordinance Number 116-2013 (the "Development Area Ordinance"), established The Summit Lexington Development Area, pursuant to the provisions of KRS 65-7041 to KRS 65.7083; and

WHEREAS, the Development Area Ordinance authorized the execution of a Local Participation Agreement, dated August 13, 2013, which was later amended by a First Amendment to Local Participation Agreement, dated November 20, 2014 (collectively, the Local Participation Agreement"), by and among the Lexington-Fayette Urban County Government ("LFUCG"), the Department of Finance of the Lexington-Fayette Urban County Government (the "Agency") and Bayer Properties, L.L,C., a Delaware limited liability company ("Bayer" or the "Developer"), wherein LFUCG and the Agency pledged certain incremental tax revenues [as defined in the Local Participation Agreement] to reimburse Developer for "Approved Costs" and "Eligible Public Infrastructure Costs", expended by the Developer applicable to the development of a mixed-use commercial project, commonly referred to as The Summit Lexington Project, and located within the boundaries of the Lexington-Fayette Urban County Government (the "Project"); and

WHEREAS, as authorized by Section XVIII of the Local Participation Agreement, Bayer assigned its interest in the Local Participation Agreement to an affiliate, the Assignor; and

WHEREAS, Assignor has entered into a purchase agreement to sell its interest in the Project to the Assignee, including its right, title and obligations set forth in the Local Participation Agreement; and

WHEREAS, Assignor may assign its right, title and interest in the Local Participation Agreement with consent of LFUCG and the Agency.

NOW, Therefore, the Parties Agree as Follows:

1. Assignor hereby transfers and assigns all of its right, title, interest, duties, liabilities and obligations under the Local Participation Agreement to the Assignee, and the Assignee hereby accepts and assumes all of Assignor's right, title, interest, duties, liabilities and obligations under the Local Participation Agreement.

2. Assignor hereby makes the following representations unto the Assignee (i) that Assignor is duly authorized to enter into this Assignment for the purposes contemplated hereunder and (ii) that Assignor is not in default of its obligations under the Local Participation Agreement.

3. Assignee represents and warrants that it is duly authorized to enter into this Assignment for the purposes contemplated hereunder.

(Signature Pages to Follow)

IN WITNESS WHEREOF the Parties have hereunto set their hand.

ASSIGNOR:

SUMMIT FRITZ FARM PARTNERS LLC, a Delaware limited liability company

By: JDG Lexington, L.L.C., its managing member

By: _____
Title: _____

ASSIGNEE:

FRITZ FARM OWNER, LLC, a Delaware limited liability company

By: _____
Title: _____

SIGNATURE PAGE TO ASSIGNMENT AND ASSUMPTION OF DEVELOPER'S RIGHTS AND OBLIGATIONS IN LOCAL PARTICIPATION AGREEMENT

Lexington-Fayette Urban County Government and the Department of Finance of the Lexington-Fayette Urban County Government hereby consent to this Assignment and Assumption of Developer's Rights and Obligations in Local Participation Agreement, between the Assignor and Assignee.

LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT

By: _____
Linda Gorton
Mayor

DEPARTMENT OF FINANCE OF THE
LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT

By: _____
Erin Hensley
Commissioner of Finance

SIGNATURE PAGE TO ASSIGNMENT AND ASSUMPTION OF DEVELOPER'S RIGHTS AND OBLIGATIONS IN LOCAL PARTICIPATION AGREEMENT

ASSIGNMENT AND ASSUMPTION OF MASTER DEVELOPMENT AGREEMENT

This Assignment and Assumption of Master Development Agreement (this "Assignment") dated the ____day of May, 2025, by and between Summit Fritz Farm Partners LLC, a Delaware limited liability company (the "Assignor") and Fritz Farm Owner, LLC a Delaware limited liability company authorized to transact business in the Commonwealth of Kentucky, with an address of 525 Third Street, Beloit, Wisconsin 53511 (the "Assignee") (and collectively, the "Parties");

W I T N E S S E T H:

WHEREAS, the Lexington-Fayette Urban County Government ("LFUCG"), the Department of Finance of the Lexington-Fayette Urban County Government (the "Agency") and Bayer Properties, L.L.C., a Delaware limited liability company ("Bayer"), entered into a Master Development Agreement, effective as of February 13, 2014, as amended by a First Amendment to Master Development Agreement, effective November 20, 2014 (the "Master Development Agreement") relating to the development of a mixed-use commercial project referred to as The Summit Lexington Project located within the boundaries of the Lexington-Fayette Urban County Government (the "Project"); and

WHEREAS, as authorized by Section VII(Q) of the Master Development Agreement, Bayer assigned its interest in the Master Development Agreement to an affiliate, the Assignor; and

WHEREAS, Assignor has entered into a purchase agreement to sell its interest in the Project to the Assignee, including its right, title and obligations set forth in the Master Development Agreement; and

WHEREAS, Assignor may assign its right, title and interest in the Master Development Agreement with consent of LFUCG and the Agency.

NOW, Therefore, the Parties Agree as Follows:

1. Assignor hereby transfers and assigns all of its right, title, interest, duties, liabilities and obligations under the Master Development Agreement to the Assignee, and the Assignee hereby accepts and assumes all of Assignor's right, title, interest, duties, liabilities and obligations under the Master Development Agreement.

2. Assignor hereby makes the following representations unto the Assignee (i) that Assignor is duly authorized to enter into this Assignment for the purposes contemplated hereunder and (ii) that Assignor is not in default of its obligations under the Master Development Agreement.

3. Assignee represents and warrants that it is duly authorized to enter into this Assignment for the purposes contemplated hereunder.

IN WITNESS WHEREOF the Parties have hereunto set their hand.

ASSIGNOR:

SUMMIT FRITZ FARM PARTNERS LLC, a Delaware limited liability company

By: JDG Lexington, L.L.C., its managing member

By: _____
Title: _____

ASSIGNEE:

FRITZ FARM OWNER, LLC, a Delaware limited liability company

By: _____
Title: _____

Lexington-Fayette Urban County Government and the Department of Finance of the Lexington-Fayette Urban County Government hereby consent to this Assignment and Assumption of Master Development Agreement, between the Assignor and Assignee.

LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT

By: _____
Linda Gorton
Mayor

DEPARTMENT OF FINANCE OF THE
LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT

By: _____
Erin Hensley
Commissioner of Finance

14512491.2

Estoppel Certificate

Re: The Summit at Fritz Farm
Lexington, KY 40517

Return to: Fritz Farm Owner, LLC
Fritz Farm Development, LLC
Attn: Legal Department
525 Third Street
Beloit, WI 53511

Ladies and Gentlemen:

The undersigned Lexington-Fayette Urban County Government ("LFUCG") and the Department of Finance of the Lexington-Fayette Urban County Government (the "Agency") hereby certify to Fritz Farm Owner, LLC, Fritz Farm Development, LLC, and its successors and assigns (collectively, "Assignee") as of the date of this Certificate:

1. LFUCG is party to certain agreements related to the development of a mixed-use commercial project, commonly referred to as The Summit at Fritz Farm, and located within the boundaries of the LFUCG (the "Project") including a Master Development Agreement, effective as of February 13, 2014, by and between LFUCG, the Agency and Bayer Properties, L.L.C., a Delaware limited liability company, and its assignee Summit Fritz Farm Partners LLC, a Delaware limited liability company (the "Assignor"), as amended by a First Amendment to Master Development Agreement, effective November 20, 2014, (the "Master Development Agreement"), a Local Participation Agreement, dated August 13, 2013, by and between LFUCG, the Agency, and Bayer Properties, L.L.C., a Delaware limited liability company, and assigned to Assignor, which was later amended by a First Amendment to Local Participation Agreement, dated November 20, 2014 (collectively, the Local Participation Agreement"), and a Financing Agreement, dated April 1, 2016, by and between the Kentucky Bond Development Corporation, a Kentucky nonprofit corporation acting on behalf of certain local governments in the Commonwealth of Kentucky, Lexington-Fayette Urban County Government Department of Finance and Administration and Summit Fritz Farm Partners LLC, a Delaware limited liability company and assignee of Bayer Properties, L.L.C. with respect to the Master Development Agreement (the "Financing Agreement"), and together the "Project Agreements".

2. The Project Agreements have not been amended, modified, supplemented, or assigned, except for those amendments and/or assignments recited above and as follows:

-

3. The Project Agreements are in full force and effect. There are no other agreements, oral or in writing, between LFUCG and Assignor with respect to the Project excepted as identified above. Capitalized terms not otherwise defined herein shall have the meaning ascribed to the same in the Project Agreements.

4. LFUCG is not in default under any of the Project Agreements nor does any circumstance currently exist that, but for the giving of notice or the passage of time or both, would constitute a default by LFUCG under the Project Agreements.

5. ~~To the actual knowledge of LFUCG,~~ LFUCG is not aware of any default by Assignor ~~is not in default~~ under any of the Project Agreements or in violation of any governmental law or regulation applicable to the Project, ~~nor does~~ and is not aware of any circumstance that currently ~~exist that~~exists, but for the giving of notice or the passage of time or both, that would constitute a default by Assignor that would give rise to a claim or demand under the Project Agreements, and LFUCG has no reason to believe that there are any grounds for any claim of any such violation.

6. ~~To the actual knowledge of LFUCG, there exists no~~ LFUCG has not received any notice of default under the Series 2016A Bonds and the Series 2016B Bonds (as those terms are defined in the Financing Agreement) ~~that were issued pursuant to the Project Agreements, with the 2016A Bond issued in the amount of $15,300,000 being fully paid, and the Series 2016B Bond having a current outstanding principal balance of $3,640,707.00~~.

7. LFUCG acknowledges that upon the assignment of the Project Agreements, such agreements and the Development Area Ordinance and Special Fund that comprise the enabling agreements and legislation providing for the payment of the ~~LUFCG~~ LFUCG Incremental Revenues for the benefit of Assignee shall remain in full force and effect until Assignee is reimbursed for all Eligible Public Infrastructure Costs and/or Approved Costs as provided under such agreements.

The undersigned has the authority to execute and deliver this Certificate on behalf of the respective parties and acknowledges that Purchaser will rely on the representations and agreements made in this Estoppel Certificate in connection with the acquisition of the property, the Bonds, and rights of the TIF proceeds to which the Assignor is entitled to under the Project Agreements, and the parties agree that Purchaser may so rely on such representations and agreements.

Dated: _____, 20__.

LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT

By: _____
Linda Gorton
Mayor

DEPARTMENT OF FINANCE OF THE
LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT

By: _____
Erin Hensley
Commissioner of Finance

~~14566686.1~~
14566686.2

Estoppel Certificate

Re: The Summit at Fritz Farm
Lexington, KY 40517

Return to: Fritz Farm Owner, LLC
Fritz Farm Development, LLC
Attn: Legal Department
525 Third Street
Beloit, WI 53511

Ladies and Gentlemen:

The undersigned Lexington-Fayette Urban County Government ("LFUCG") and the Department of Finance of the Lexington-Fayette Urban County Government (the "Agency") hereby certify to Fritz Farm Owner, LLC, Fritz Farm Development, LLC, and its successors and assigns (collectively, "Assignee") as of the date of this Certificate:

1. LFUCG is party to certain agreements related to the development of a mixed-use commercial project, commonly referred to as The Summit at Fritz Farm, and located within the boundaries of the LFUCG (the "Project") including a Master Development Agreement, effective as of February 13, 2014, by and between LFUCG, the Agency and Bayer Properties, L.L.C., a Delaware limited liability company, and its assignee Summit Fritz Farm Partners LLC, a Delaware limited liability company (the "Assignor"), as amended by a First Amendment to Master Development Agreement, effective November 20, 2014, (the "Master Development Agreement"), a Local Participation Agreement, dated August 13, 2013, by and between LFUCG, the Agency, and Bayer Properties, L.L.C., a Delaware limited liability company, and assigned to Assignor, which was later amended by a First Amendment to Local Participation Agreement, dated November 20, 2014 (collectively, the Local Participation Agreement"), and a Financing Agreement, dated April 1, 2016, by and between the Kentucky Bond Development Corporation, a Kentucky nonprofit corporation acting on behalf of certain local governments in the Commonwealth of Kentucky, Lexington-Fayette Urban County Government Department of Finance and Administration and Summit Fritz Farm Partners LLC, a Delaware limited liability company and assignee of Bayer Properties, L.L.C. with respect to the Master Development Agreement (the "Financing Agreement"), and together the "Project Agreements".

2. The Project Agreements have not been amended, modified, supplemented, or assigned, except for those amendments and/or assignments recited above and as follows:

-

3. The Project Agreements are in full force and effect. There are no other agreements, oral or in writing, between LFUCG and Assignor with respect to the Project excepted as identified above. Capitalized terms not otherwise defined herein shall have the meaning ascribed to the same in the Project Agreements.

4. LFUCG is not in default under any of the Project Agreements nor does any circumstance currently exist that, but for the giving of notice or the passage of time or both, would constitute a default by LFUCG under the Project Agreements.

5. LFUCG is not aware of any default by Assignor under any of the Project Agreements or in violation of any governmental law or regulation applicable to the Project, and is not aware of any circumstance that currently exists, but for the giving of notice or the passage of time or both, that would constitute a default by Assignor that would give rise to a claim or demand under the Project Agreements, and LFUCG has no reason to believe that there are any grounds for any claim of any such violation.

6. LFUCG has not received any notice of default under the Series 2016A Bonds and the Series 2016B Bonds (as those terms are defined in the Financing Agreement).

7. LFUCG acknowledges that upon the assignment of the Project Agreements, such agreements and the Development Area Ordinance and Special Fund that comprise the enabling agreements and legislation providing for the payment of the LFUCG Incremental Revenues for the benefit of Assignee shall remain in full force and effect until Assignee is reimbursed for all Eligible Public Infrastructure Costs and/or Approved Costs as provided under such agreements.

The undersigned has the authority to execute and deliver this Certificate on behalf of the respective parties and acknowledges that Purchaser will rely on the representations and agreements made in this Estoppel Certificate in connection with the acquisition of the property, the Bonds, and rights of the TIF proceeds to which the Assignor is entitled to under the Project Agreements, and the parties agree that Purchaser may so rely on such representations and agreements.

Dated: _____, 20__.

LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT

By: _____
Linda Gorton
Mayor

DEPARTMENT OF FINANCE OF THE
LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT

By: _____
Erin Hensley
Commissioner of Finance

14566686.2

RESOLUTION NO. _____ – 2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR OR HER DESIGNEE, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE ALL NECESSARY DOCUMENTS RELATED TO THE ASSIGNMENT AND ASSUMPTION OF THE RIGHTS AND OBLIGATIONS RELATED TO THE SUMMIT TAX INCREMENT FINANCING (TIF) PROJECT, AT NO COST TO THE URBAN COUNTY GOVERNMENT.

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

Section 1 – That the Mayor or her designee, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute all necessary documents, including without limitation those attached hereto and incorporated herein by reference, related to the assignment and assumption of the rights and obligations related to The Summit Tax Increment Financing (TIF), at no cost to the Urban County Government.

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

PASSED URBAN COUNTY COUNCIL:

_____
MAYOR

ATTEST:

_____
CLERK OF URBAN COUNTY COUNCIL
0522-25:EPT_4906-8754-4903, v. 1

RESOLUTION NO. 246 – 2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR OR HER DESIGNEE, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE ALL NECESSARY DOCUMENTS RELATED TO THE ASSIGNMENT AND ASSUMPTION OF THE RIGHTS AND OBLIGATIONS RELATED TO THE SUMMIT TAX INCREMENT FINANCING (TIF) PROJECT, AT NO COST TO THE URBAN COUNTY GOVERNMENT.

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

Section 1 – That the Mayor or her designee, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute all necessary documents, including without limitation those attached hereto and incorporated herein by reference, related to the assignment and assumption of the rights and obligations related to The Summit Tax Increment Financing (TIF), at no cost to the Urban County Government.

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

PASSED URBAN COUNTY COUNCIL: May 29, 2025

Linda Gorton

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0522-25:EPT_4906-8754-4903, v. 1

Lexington-Fayette Urban County Government and the Department of Finance of the Lexington-Fayette Urban County Government hereby consent to this Assignment and Assumption of Developer's Rights and Obligations in Local Participation Agreement, between the Assignor and Assignee.

LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT

By: Linda Gorton
Linda Gorton
Mayor

DEPARTMENT OF FINANCE OF THE
LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT

By: _____
Erin Hensley
Commissioner of Finance

Lexington-Fayette Urban County Government and the Department of Finance of the Lexington-Fayette Urban County Government hereby consent to this Assignment and Assumption of Developer's Rights and Obligations in Local Participation Agreement, between the Assignor and Assignee.

LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT

By: _____
Linda Gorton
Mayor

DEPARTMENT OF FINANCE OF THE
LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT

By: _____
Ashley Simpson
Deputy Chief, Department of Finance