

Lexington-Fayette Urban County Government

*200 E. Main St
Lexington, KY 40507*



Docket

Tuesday, November 12, 2024

3:00 PM

Packet

Council Chamber

Urban County Council Work Session

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

- a [1133-24](#) Table of Motions: Council Work Session, October 29, 2024

Attachments: [TOM 102924](#)

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 [1137-24](#) A Resolution authorizing and approving the transfer of Council Capital Project funds to the Bluegrass Community Foundation, Inc in the amount of \$48,611.06 for essential equipment for the State Botanical Garden of Ky., the Lexington Theatre Co. in the amount of \$7,911.00 for a lighted sign for a building located at 2323 Alexandria Dr., the Div. of Parks and Recreation in the amount of \$60,000.00 for the shelter in Speigle Heights Park, \$35,000.00 for future District 10 Park improvements, and \$7,308.83 for construction of drainage devices at Landsdowne Merrick Park, the Div. of Traffic Engineering in the amount of \$35,000.00 for future District 10 Traffic Engineering Projects, the Bluegrass Council of the Blind, Inc. In the amount of \$3,706.00 to update telecommunications infrastructure, the Div. of Environmental Services in the amount of \$324.00 for Eastland Neighborhood Tree Replacement, and \$8,000.00 to assist with completion of the Loudon Avenue Greenspace Project. [Council Office, Hall]

Attachments: [Capital List 11.12.24](#)
[Reso 1137-24 Council Capital \(11-12-24\) 4873-4443-5704 v.1.docx](#)
[R-594-2024](#)
[Contract #330-2024 -Bluegrass Council of the Blind](#)
[Contract #330-2024 - Bluegrass Council](#)

b [**1134-24**](#) Summary: Social Services & Public Safety Committee, October 8, 2024

Attachments: [10-08-2024 SSPS Summary and Motions](#)

c [**1135-24**](#) Presentation: SPOKE Award

XI. Council Reports

XII. Public Comment - Issues Not on Agenda

XIII. Adjournment

Administrative Synopsis - New Business Items

- a **1080-24** A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute an Agreement with Five Star Breaktime Solutions, Inc. D/b/a Conti Coffee, for the provision of coffee, coffee dispenser and regular maintenance of equipment at the Lexington Senior Center, at a cost not to exceed the sum of \$2,000 in FY2025. [Div. of Aging and Disability Services, Stambaugh]
- Attachments:** [1080-24 Bluesheet Memo Five Star Conti Coffee agreement with Aging](#)
[Five Star Conti Coffee agreement with Aging](#)
[RESO 1080-24 Conti Coffee Agreement 4868-0372-3510 v.1.docx](#)
[R-583-2024](#)
- b **1088-24** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute a Memorandum of Understanding with Voices of Hope Lexington, Inc., to provide recovery coaches to the Community Paramedicine Program. [Div. of Fire and Emergency Services, Wells]
- Attachments:** [Voices of Hope Blue Sheet 10242024](#)
[Voices of Hope MOU 10242024](#)
[1088-24 voices of hope 4876-9492-2486 v.1.doc](#)
[R-568-2024](#)
- c **1093-24** A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute Change Order No. Three (3) to the Contract with Omni Commercial, LLC, for the Gymnasium Improvements Project, increasing the Contract amount by \$101,112.22 and raising the total Contract amount from \$1,478,434.11 to \$1,579,546.33, with a fifty-six (56) calendar day change to the construction Contract time. [Div. of Facilities and Fleet Management, Baradaran]
- Attachments:** [Memorandum - Omni Commercial -Rev-CO3-B&W Gym 140-2023](#)
[Change Order Contract Details Form-CO3-BWG](#)
[Justification-for-Change-Rev](#)
[Documentation-for-Change-CO3-B&W Gym](#)
[RESO 1093-23 Omni change order 3 4888-6601-4969 v.1.docx](#)
[R-569-2024](#)
- d **1094-24** A Resolution amending Resolution No. 312-2023, authorizing the acceptance of deeds for property interests needed for the Merrick Trunk Sewer Project, a Remedial Measures Project required by the Consent Decree, increasing the cost of acquisition of easements

by the sum of \$62,000, from \$58,000 to \$120,000. [Div. of Water Quality, Martin]

Attachments: [Amendment of Res No.312-2023](#)

[Merrick Trunk Map](#)

[RESO 1094-24- Amend Res 312-2023 increasing costs for Merrick Trunk 489 R-584-2024](#)

[Deed #8617](#)

- e **1099-24** An Ordinance amending the authorized strength by extending the term of two (2) unclassified positions of Overdose Prevention Coordinator, Grade 519N, to be renewed through June 30, 2025, in the Div. of Fire and Emergency Services, effective upon passage of Council. [Div. of Fire and Emergency Services, Wells]

Attachments: [Bluesheet Memo 25-0023](#)

[RESO 1099-24 Extend overdose prevention specialist 4864-8619-9542 v.1.doc O-127-2024](#)

- f **1100-24** An Ordinance amending the authorized strength by abolishing and creating positions in order to conform to the Fair Labor Standards Act (FLSA), changing the following positions: eight (8) positions of Social Services Worker in the Divs. of Aging & Disability Services, Youth Services, Community & Resident Services, and Family services; one (1) position of Emergency Planning Coordinator in the Div. of Emergency Management; three (3) positions of Extended School Program Coordinator in the Div. of Parks & Recreation; three (3) positions of Procurement Officer in the Div. of Procurement; four (4) positions of Social Worker Senior in the Divs. of Youth Services, Aging & Disability Services and Family Services; five (5) positions of Information Officer in the Divs. of Government Communications, Emergency Management, and Council Office; one (1) position of Technical Specialist Senior in the Div. of Computer Services; one (1) position of Safety Specialist in the Div. of Water Quality; one (1) position of Community Reentry Coordinator in the Div. of Community Corrections; two (2) positions of Certified Social Worker in the Div. of Youth Services; three (3) positions of Historic Preservation Specialist in the Div. of Historic Preservation; two (2) positions of Safety/Loss Control Specialist in the Div. of Human Resources; and one (1) position of Pump Station Supervisor in the Div. of Water Quality; thereby changing the Fair Labor Standards Act (FLSA) status of the positions from exempt to non-exempt; transferring all incumbents to the non-exempt position; and converting the biweekly salary of all incumbents to an hourly rate of pay, effective December 30, 2024 [Div. of Human

Resources, George]

Attachments: [Bluesheet Memo 25-0022](#)

[From to 25-0022](#)

[ORD 1100-24 FLSA 12 different divisions 4890-9282-7638 v.1.docx](#)

g **1101-24**

A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute a Renewal Agreement with Anthem Health Plans of Ky., Inc., for administrative services, rates, and fees within the Agreement, for the period beginning January 1, 2025 through December 31, 2025. [Div. of Human Resources, George]

Attachments: [Bluesheet Memo 25-0021](#)

[2025 Anthem Contract](#)

[RESO 1101-24 Renewal Agreement with Anthem for 2025 4890-6504-0630 v R-585-2024](#)

[Contract #332-2024](#)

[Contract #332-2024](#)

h **1102-24**

A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute an Agreement with Chard, Snyder & Associates, Inc., for the purpose of allowing LFUCG employees to elect an HRA plan on a pre-tax basis within the meaning of Section 125 of the Internal Revenue Code, effective upon passage of Council. [Div. of Human Resources, George]

Attachments: [Bluesheet Memeo 25-0020](#)

[HRA Administrative Agreement Lexington-Fayette Urban County Government](#)

[Reso 1102-24 Chard Snyder HRA 4881-7297-2025 v.1.doc](#)

[R-586-2024](#)

[Contract #331-2024](#)

i **1103-24**

An Ordinance amending the civil service authorized strength by abolishing four (4) classified positions of Heavy Equipment Technician, Grade 519N, in the Div. of Fire and Emergency Services, and abolishing two (2) classified positions of Vehicle and Equipment Technician, Grade 517N, in the Div. of Facilities and Fleet Management, effective upon passage of Council. [Div. of Human Resources, George]

Attachments: [Bluesheet Memo 25-0025](#)

[From to 25.0025](#)

[Ord 1103-24- Abolish Heavy Equipment Positions 4886-7411-9158 v.1.docx](#)

[O-128-2024](#)

j **1104-24**

An Ordinance amending the civil service authorized strength by creating one (1) classified position of Administrative Officer, Grade

523E, in the Dept. of Environmental Quality and Public Works, creating one (1) classified position of Intelligence Specialist Supervisor, Grade 521E, in the Div. of Police, abolishing one (1) classified position of Affordable Housing Specialist Senior, Grade 518N, in the Div. of Grants and Special Programs, abolishing one (1) unclassified position of Information Security Engineer Senior, Grade 533E, in the Dept. of Information Technology, abolishing one (1) unclassified position of Victim's Advocate, Grade 518N, in the Div. of Police, abolishing one (1) unclassified position of Program Specialist NE, Grade 514N, in the Dept. of Social Services, and transferring one (1) unclassified position of Community Re-Entry Advocate, Grade 517N, to the Office of the Chief Development Officer, and transferring the incumbent, expiring December 31, 2026, all effective July 1, 2024. [Div. of Human Resources, George]

Attachments: [Bluesheet Memo 25-0001d](#)

[From to 25.0001d](#)

[ORD 1104-24 Abolish Create and Transfer 4861-6614-7830 v.1.docx](#)

[O-129-2024](#)

k **1105-24**

An Ordinance pursuant to Section 6.12 of the Charter of the Lexington-Fayette Urban County Government to reorganize the Div. of Waste Management, at the request of the Dept. of Environmental Quality and Public Works, as follows: amending the Classified Civil Service authorized strength by abolishing one hundred and twenty (120) positions of Resource Recovery Operator, Grade 515N, and creating one hundred and twenty (120) positions of Resource Recovery Operator, Grade 518N, transferring the incumbents; amending the Classified Civil Service authorized strength by abolishing nine (9) positions of Public Service Supervisor Sr., Grade 518N, and creating nine (9) positions of Resource Recovery Operator Supervisor Sr., Grade 520N, transferring the incumbents; and amending the Unclassified Civil Service authorized strength by abolishing one (1) position of Resource Recovery Operator, Grade 515N, and creating one (1) position of Resource Recovery Operator, Grade 518N, transferring the incumbent; all changes to be effective on December 30, 2024. [Div. of Human Resources, George]

Attachments: [Bluesheet Memo 25-0019](#)
[From-To 25.0019 - RRO](#)
[From-To 25.0019 - PSS Sr](#)
[Fiscal Impact](#)
[ORD 1105-24 Reorganize Waste Management and Compensation Changes 4](#)
[O-130-2024](#)

- I **1108-24** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute Change Order No. One (1) to the Agreement with BMI LLC, for the Valley Park Building Renovation and Expansion, in the amount of \$157,384.38, increasing the total Contract amount from \$1,514,024.88 to \$1,671,409.26, with a forty-two (42) calendar day change to the Contract time. [Div. of Facilities and Fleet Management, Baradaran]

Attachments: [Memo-BMI Builds -CO1](#)
[Change Order Contract Details Form CO1](#)
[CO1 Valley Documentation for Change](#)
[Justification for CO1 BMI Builds](#)
[RESO 1108-24 \(Change Order No. 1 BMI LLC\) 4886-3446-9366 v.1.docx](#)
[R-570-2024](#)
[Contract #116-2024](#)

- m **1110-24** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute an Agreement with the Ky. Office of Homeland Security (KOHS), to accept a Grant in the amount of \$25,650 in Federal funds under the Homeland Security Grant Program, in order to further the Community Emergency Response Team (CERT) Program for the Div. of Emergency Management, the acceptance of which does not obligate the Urban County Government to the expenditure of funds as a local match, and authorizing the Mayor to transfer unencumbered funds within the Grant Budget. [Div. of Emergency Management, Larkin]

Attachments: [25-Blue Sheet Memo DEM KOHS Award](#)
[BA 13351](#)
[LFUCG EMA 24-205 Award Letter](#)
[Resolution 421-2024](#)
[RESO 1110-24 4879-7036-8249 v.1.docx](#)
[R-587-2024](#)

- n **1111-24** A Resolution authorizing and directing the Mayor, on behalf of the Lexington-Fayette Urban County Government, to accept a Grant from the Consumer Product Safety Commission 2024 Fire Safety Program of \$5,000 in Federal funds in order to purchase supplies

for a Fire Safety and Prevention Project, the acceptance of which does not obligate the Urban County Government for the expenditure of funds, and authorizing the Mayor to transfer unencumbered funds within the Grant Budget. [Div. of Fire and Emergency Services, Wells]

Attachments: [25-Blue Sheet Memo CPSC Fire Safety Grant](#)
[BA 13352](#)
[61320624S0016-KY-FIRE SAFETY-FINAL-REPORT](#)
[IPP.GOV INVOICE](#)
[RESO 1111-24 \(Fire Safety Grant\) 4887-3714-8151 v.1.docx](#)
[R-588-2024](#)

- o 1112-24** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute an Agreement with the Ky. Dept. of Education/Div. of School and Community Nutrition to accept an additional award of \$16,221.72 in Federal funds for participation in the United States Dept. of Agriculture's Child Care Food Program, for provision of breakfast, lunch, and supplements at free and reduced rates to infants and toddlers attending the Family Care Center's Child Care and Pre-School Programs in FY 2025, the acceptance of which does not obligate the Urban County Government to the expenditure of funds, and authorizing the Mayor to transfer unencumbered funds within the Grant Budget. [Div. of Family Services, Horton-Holt]

Attachments: [25-Blue Sheet Memo FCC CACFP](#)
[CHD CR FD 2024 Revenue BA](#)
[BA 13353 add'l funds](#)
[RESO 1112-24 \(Child Care Food Program\) 4877-8656-9691 v.2.docx](#)
[R-589-2024](#)

- p 1113-24** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute a Professional Service Agreement with Marinda Beasley, for Forensic Nursing Advocate at a cost not to exceed \$46,816. [Div. of Police, Weathers]

Attachments: [25- Blue Sheet Memo VOCA Police](#)
[Beasley - Forensic Nursing Advocacy Agreement](#)
[1113-24 nurse beasley 4883-6994-0985 v.1.doc](#)
[R-590-2024](#)

- q 1116-24** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute a Release of Claims Agreement with Officer Jarvis Harris, for care of Retired Canines Roxy and Tilly. [Div. of Police, Weathers]

Attachments: [Cover Memo - Release of Claims Agreement - Roxy & Tilly.pdf](#)
[Release of Claims Agreement - Canine Roxy.pdf](#)
[FA-9 - Roxy.pdf](#)
[Release of Claims Agreement - Canine Tilly.pdf](#)
[FA-9 - Tilly.pdf](#)
[1116-24 release of claims 4867-3888-3574 v.1.doc](#)
[R-591-2024](#)
[C-322-2024](#)

- r** **1119-24** A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute Change Order No. Four (4) to the Contract with Strand Associates, for the Old Frankfort Pike Salt Dome, Contract No. 064-2023, increasing the Contract amount by \$32,200, and raising the total Contract amount to \$255,480. [Dept. of Environmental Quality and Public Works, Albright]

Attachments: [Bluesheet Memo Strand Salt Dome CO4.pdf](#)
[Justification for Change Strand Salt Dome CO4.pdf](#)
[Change Order4 Strand Salt Dome.pdf](#)
[RESO 01119-24 Strand CO#4 Salt Dome 4857-0505-3174 v.1.docx](#)
[R-592-2024](#)
[Contract #064-2023](#)

- s** **1120-24** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute an Agreement and accept a Grant award of \$21,966.42 from the Bluegrass Community Foundation for the Dept. of General Services, Div. of Parks and Recreation, for lighting enhancements at Isaac Murphy Memorial Art Garden, the acceptance of which does not obligate the Urban County Government to the expenditure of funds, and authorizing the Mayor to transfer unencumbered funds within the Grant Budget. [Div. of Parks and Recreation, Conrad]

Attachments: [25- Blue Sheet Memo BGCF IMMAG](#)
[BA 13354](#)
[LFUCG - IMMAG Grant Agreement](#)
[RESO 1120-24 Grant to Parks for Isaac Murphy Memorial Garden 4895-1431](#)
[R-571-2024](#)
[Contract #318-2024](#)

- t** **1121-24** A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute Change Order No. One (1) to the Contract with L-M Asphalt Partners Ltd, d/b/a ATS Construction for the Salt Dome & Associated Improvements Old Frankfort Pike, Contract No. 058-2024, increasing the Contract amount by \$838,494.60, and

raising the total Contract amount to \$4,887,177.60. [Dept. of Environmental Quality and Public Works, Albright]

Attachments: [Bluesheet Memo ATS Salt Dome CO1 .pdf](#)
[Justification for Change ATS New Salt Dome CO 1..pdf](#)
[Change Order1 ATS Salt Dome.pdf](#)
[RESO 01121-24 L-M Asphalt CO#1 Salt Dome 4869-2978-9942 v.1.docx](#)
[R-593-2024](#)
[Contract #058-2024](#)



Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 1133-24

File ID: 1133-24

Type: Summary

Status: Approved

Version: 1

Contract #:

In Control: Urban County
Council

File Created: 11/07/2024

File Name: Table of Motions: Council Work Session, October 29,
2024

Final Action: 11/12/2024

Title: Table of Motions: Council Work Session, October 29, 2024

Notes:

Sponsors:

Enactment Date:

Attachments: TOM 102924

Enactment Number:

Deed #:

Hearing Date:

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	11/12/2024	Approved				Pass

Text of Legislative File 1133-24

Title

Table of Motions: Council Work Session, October 29, 2024

**URBAN COUNTY COUNCIL
WORK SESSION
TABLE OF MOTIONS
October 29, 2024**

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

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

Motion by Ellinger II to approve the October 22, 2024 Work Session Summary. Seconded by Fogle. Motion passed without dissent.

- IV. Budget Amendments
- V. Budget Adjustments – For Information Only
- VI. New Business

Motion by Baxter to approve New Business. Seconded by Fogle. 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 Fogle to approve Neighborhood Development Funds. Seconded by Gray. Motion passed without dissent.

Motion by Plomin to approve Council Capital Projects. Seconded by Baxter. Motion passed without dissent.

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

Motion by Fogle to adjourn at 3:43 p.m. Seconded by Baxter. Motion passed without dissent.



Lexington-Fayette Urban County Government Master

200 E. Main St
Lexington, KY 40507

File Number: 1137-24

File ID: 1137-24

Type: Resolution

Status: Approved

Version: 1

Contract #: 330-2024

In Control: Urban County
Council

File Created: 11/07/2024

File Name: Council Capital List 11/12/24

Final Action: 11/21/2024

Title: A Resolution authorizing and approving the transfer of Council Capital Project funds to the Bluegrass Community Foundation, Inc in the amount of \$48,611.06 for essential equipment for the State Botanical Garden of Ky., the Lexington Theatre Co. in the amount of \$7,911.00 for a lighted sign for a building located at 2323 Alexandria Dr., the Div. of Parks and Recreation in the amount of \$60,000.00 for the shelter in Speigle Heights Park, \$35,000.00 for future District 10 Park improvements, and \$7,308.83 for construction of drainage devices at Landsdowne Merrick Park, the Div. of Traffic Engineering in the amount of \$35,000.00 for future District 10 Traffic Engineering Projects, the Bluegrass Council of the Blind, Inc. In the amount of \$3,706.00 to update telecommunications infrastructure, the Div. of Environmental Services in the amount of \$324.00 for Eastland Neighborhood Tree Replacement, and \$8,000.00 to assist with completion of the Loudon Avenue Greenspace Project. [Council Office, Hall]

Notes: Lexington Theatre Co. stamped and filed in the CCO. 11/26/2024. MS

BCCB Stamped and filed in the CCO 12/9/2024. MS

Sponsors:

Enactment Date: 11/21/2024

Attachments: Capital List 11.12.24, Reso 1137-24 Council Capital (11-12-24) 4873-4443-5704 v.1.docx, R-594-2024, Contract #330-2024 -Bluegrass Council of the Blind, Contract #330-2024 - Bluegrass Council

Enactment Number: R-594-2024

Deed #:

Hearing Date:

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	11/12/2024	Amended				Pass
1	Urban County Council Work Session	11/12/2024	Approved and Referred to Docket	Urban County Council	11/14/2024		Pass

1	Urban County Council	11/14/2024	Received First Reading	Urban County Council	11/21/2024	
1	Urban County Council	11/21/2024	Approved			Pass

Text of Legislative File 1137-24

Title

A Resolution authorizing and approving the transfer of Council Capital Project funds to the Bluegrass Community Foundation, Inc in the amount of \$48,611.06 for essential equipment for the State Botanical Garden of Ky., the Lexington Theatre Co. in the amount of \$7,911.00 for a lighted sign for a building located at 2323 Alexandria Dr., the Div. of Parks and Recreation in the amount of \$60,000.00 for the shelter in Speigle Heights Park, \$35,000.00 for future District 10 Park improvements, and \$7,308.83 for construction of drainage devices at Landsdowne Merrick Park, the Div. of Traffic Engineering in the amount of \$35,000.00 for future District 10 Traffic Engineering Projects, the Bluegrass Council of the Blind, Inc. In the amount of \$3,706.00 to update telecommunications infrastructure, the Div. of Environmental Services in the amount of \$324.00 for Eastland Neighborhood Tree Replacement, and \$8,000.00 to assist with completion of the Loudon Avenue Greenspace Project. [Council Office, Hall]

**Council Capital Projects
November 12, 2024
Work Session**

Amount	Recipient	Purpose
\$ 48,611.06	Bluegrass Community Foundation Scott Smith 1105-121001-0001-71102	To the Bluegrass Community Foundation for the Arboretum, State Botanical Garden of Kentucky, for essential equipment including a utility terrain vehicle with a small trailer, a rotary mower, and a zero-
\$ 7,911.00	The Lexington Theatre Company Jeromy Smith 1105-121001-0001-71102	To assist with installation of a large lighted sign for their new building located at 2323 Alexandria Drive
\$ 60,000.00	LFUCG - Parks and Recreation Michelle Kosieniak 1105-7070602-7221-90321	For the shelter in Speigle Heights Park
\$ 35,000.00	LFUCG - Parks and Recreation Michelle Kosieniak 1105-707602-7221-90319	For future District 10 park improvements
\$ 35,000.00	LFUCG - Traffic Engineering Jeff Neal 1105-303602-3606-91616	For future District 10 Traffic Engineering projects
\$ 3,706.00	Bluegrass Council of the Blind, Inc. Theresa Thomas 1105-121001-0001-71102	To update telecommunications infrastructure, as current systems are reaching the end of useful life
\$ 324.00	LFUCG - Environmental Services Jennifer Carey 1105-313201-3703-76101	For Eastland Neighborhood tree replacement due to fire
\$ 8,000.00	LFUCG - Environmental Services 1105-313201-3261-75105 Demetria Kimball	To assist with completion of the Loudon Ave. Greenspace project

RESOLUTION NO. _____ - 2024

A RESOLUTION AUTHORIZING AND APPROVING THE TRANSFER OF COUNCIL CAPITAL PROJECT FUNDS TO THE BLUEGRASS COMMUNITY FOUNDATION, INC IN THE AMOUNT OF \$48,611.06 FOR ESSENTIAL EQUIPMENT FOR THE STATE BOTANICAL GARDEN OF KENTUCKY, THE LEXINGTON THEATRE COMPANY IN THE AMOUNT OF \$7,911.00 FOR A LIGHTED SIGN FOR A BUILDING LOCATED AT 2323 ALEXANDRIA DRIVE, THE DIVISION OF PARKS AND RECREATION IN THE AMOUNT OF \$60,000.00 FOR THE SHELTER IN SPEIGLE HEIGHTS PARK, \$35,000.00 FOR FUTURE DISTRICT 10 PARK IMPROVEMENTS, AND \$7,308.83 FOR CONSTRUCTION OF DRAINAGE DEVICES AT LANDSDOWNE MERRICK PARK, THE DIVISION OF TRAFFIC ENGINEERING IN THE AMOUNT OF \$35,000.00 FOR FUTURE DISTRICT 10 TRAFFIC ENGINEERING PROJECTS, THE BLUEGRASS COUNCIL OF THE BLIND, INC. IN THE AMOUNT OF \$3,706.00 TO UPDATE TELECOMMUNICATIONS INFRASTRUCTURE, THE DIVISION OF ENVIRONMENTAL SERVICES IN THE AMOUNT OF \$324.00 FOR EASTLAND NEIGHBORHOOD TREE REPLACEMENT, AND \$8,000.00 TO ASSIST WITH COMPLETION OF THE LOUDON AVENUE GREENSPACE PROJECT.

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

Section 1 – That the transfer of funds in the amount of \$48,611.06 from the Council Capital Project fund to the Bluegrass Community Foundation, Inc. (1105-121001-71102) for essential equipment including a utility terrain vehicle with a small trailer, a rotary mower and zero-turn mower, for the State Botanical Garden of Kentucky be and hereby is authorized and approved; \$7,911.00 from the Council Capital Project fund to the Lexington Theatre Company (1105-121001-71102) to assist with the installation of a large lighted sign for their new building located at 2323 Alexandria Drive be and hereby is authorized and approved; \$60,000.00 from the Council Capital Project fund to the LFUCG Division of Parks and Recreation (1105-707602-90321) for the shelter in Spiegle Heights Parks be and hereby is authorized and approved; \$35,000.00 from the Council Capital Project fund to the LFUCG Division of Parks and Recreation (1105-707602-90319) for future District 10 park improvements be and hereby is authorized and approved; \$7,308.83 from the Council Capital Project fund to the LFUCG Division of Parks and Recreation (1105-707603-71299) for construction of drainage devices at Lansdowne Merrick Park be and hereby is authorized and approved; \$35,000.00 from the Council Capital Project fund to the LFUCG Division of Traffic Engineering (1105-303602-91616) for future District 10 Traffic Engineering projects be and hereby is authorized and approved; \$3,706.00 from the Council Capital Project fund to the Bluegrass Council of the Blind, Inc. (1105-121001-71102) to update telecommunications infrastructure be and

hereby is authorized and approved; \$324.00 from the Council Capital Project fund to the LFUCG Division of Environmental Services (1105-313201-76101) for Eastland Neighborhood tree replacement due to fire be and hereby is authorized and approved; and \$8,000.00 from the Council Capital Project fund to the LFUCG Division of Environmental Services (1105-313201-75105) to assist with completion of the Loudon Avenue Greenspace Project be and hereby is authorized and approved.

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

RESOLUTION NO. 594 - 2024

A RESOLUTION AUTHORIZING AND APPROVING THE TRANSFER OF COUNCIL CAPITAL PROJECT FUNDS TO THE BLUEGRASS COMMUNITY FOUNDATION, INC IN THE AMOUNT OF \$48,611.06 FOR ESSENTIAL EQUIPMENT FOR THE STATE BOTANICAL GARDEN OF KENTUCKY, THE LEXINGTON THEATRE COMPANY IN THE AMOUNT OF \$7,911.00 FOR A LIGHTED SIGN FOR A BUILDING LOCATED AT 2323 ALEXANDRIA DRIVE, THE DIVISION OF PARKS AND RECREATION IN THE AMOUNT OF \$60,000.00 FOR THE SHELTER IN SPEIGLE HEIGHTS PARK, \$35,000.00 FOR FUTURE DISTRICT 10 PARK IMPROVEMENTS, AND \$7,308.83 FOR CONSTRUCTION OF DRAINAGE DEVICES AT LANDSDOWNE MERRICK PARK, THE DIVISION OF TRAFFIC ENGINEERING IN THE AMOUNT OF \$35,000.00 FOR FUTURE DISTRICT 10 TRAFFIC ENGINEERING PROJECTS, THE BLUEGRASS COUNCIL OF THE BLIND, INC. IN THE AMOUNT OF \$3,706.00 TO UPDATE TELECOMMUNICATIONS INFRASTRUCTURE, THE DIVISION OF ENVIRONMENTAL SERVICES IN THE AMOUNT OF \$324.00 FOR EASTLAND NEIGHBORHOOD TREE REPLACEMENT, AND \$8,000.00 TO ASSIST WITH COMPLETION OF THE LOUDON AVENUE GREENSPACE PROJECT.

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

Section 1 – That the transfer of funds in the amount of \$48,611.06 from the Council Capital Project fund to the Bluegrass Community Foundation, Inc. (1105-121001-71102) for essential equipment including a utility terrain vehicle with a small trailer, a rotary mower and zero-turn mower, for the State Botanical Garden of Kentucky be and hereby is authorized and approved; \$7,911.00 from the Council Capital Project fund to the Lexington Theatre Company (1105-121001-71102) to assist with the installation of a large lighted sign for their new building located at 2323 Alexandria Drive be and hereby is authorized and approved; \$60,000.00 from the Council Capital Project fund to the LFUCG Division of Parks and Recreation (1105-707602-90321) for the shelter in Spiegle Heights Parks be and hereby is authorized and approved; \$35,000.00 from the Council Capital Project fund to the LFUCG Division of Parks and Recreation (1105-707602-90319) for future District 10 park improvements be and hereby is authorized and approved; \$7,308.83 from the Council Capital Project fund to the LFUCG Division of Parks and Recreation (1105-707603-71299) for construction of drainage devices at Lansdowne Merrick Park be and hereby is authorized and approved; \$35,000.00 from the Council Capital Project fund to the LFUCG Division of Traffic Engineering (1105-303602-91616) for future District 10 Traffic Engineering projects be and hereby is authorized and approved; \$3,706.00 from the Council Capital Project fund to the Bluegrass Council of the Blind, Inc. (1105-121001-71102) to update telecommunications infrastructure be and

hereby is authorized and approved; \$324.00 from the Council Capital Project fund to the LFUCG Division of Environmental Services (1105-313201-76101) for Eastland Neighborhood tree replacement due to fire be and hereby is authorized and approved; and \$8,000.00 from the Council Capital Project fund to the LFUCG Division of Environmental Services (1105-313201-75105) to assist with completion of the Loudon Avenue Greenspace Project be and hereby is authorized and approved.

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

PASSED URBAN COUNTY COUNCIL: November 21, 2024


MAYOR

ATTEST:


CLERK OF URBAN COUNTY COUNCIL

AGREEMENT

THIS AGREEMENT, made and entered into on the November 22, 2024 by and between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, an Urban County Government of the Commonwealth of Kentucky, created pursuant to KRS Chapter 67A (Hereinafter "Government"), on behalf of its Office of the Urban County Council, and Bluegrass Council of the Blind, Inc. (Hereinafter "Organization"), of 2265 Harrodsburg Rd. Ste. 102, Lexington, KY 40504, Fayette County).

WITNESSETH:

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

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

WHEREAS, Organization accordingly enhances the environment of Lexington; and

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

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

1. **Amount and Intended Use of Council Capital Project Funds.** Government hereby grants Organization the sum of \$3,706 for the following lawful public purpose:

[To update telecommunications infrastructure, as current systems are reaching the end of useful life.]

2. **Finalization of Agreement.** Organization shall return this Agreement to the Council Administrator's Office on or before December 21, 2024. If Organization **fails to sign and return this Agreement within thirty (30) days, Organization shall be deemed to have forfeited the Council Capital Project Funds and Organization shall be deemed ineligible to receive Council Capital Project Funds for a period of one (1) year.**
3. **Receipt of Funds.** Upon return of the signed Agreement to the Council Administrator's Office, the Council Administrator or designee shall issue the check to the Organization. The check shall be timely deposited by the Organization within sixty (60) days of receipt. If the Organization **fails to deposit the check within sixty (60) days of receipt, the Organization shall be deemed ineligible to receive Council Capital Project Funds for a period of one (1) year.** Under no circumstances shall a check that the Organization fails to deposit within sixty (60) days of receipt be re-issued by the Government.
4. **Return of Funds.** If Organization is overcompensated for the above-described project, Organization shall return any and all excess funds in the form of a check sent to the sponsoring council member's office, made out to "LFUCG," upon completion of the project.
5. **Required Documentation.** Organization shall submit all relevant receipts and financial documentation to Councilmember Seigny's office, documenting the use of the granted funds for the specified lawful public purpose, within twelve (12) months of receiving the Council

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

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

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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: Linda Gorton
Linda Gorton, MAYOR

ATTEST:

Abbye Allan
CLERK OF URBAN COUNTY COUNCIL

By: Theresa Thomas
Theresa Thomas
Bluegrass Council of the Blind, Inc.

AGREEMENT

THIS AGREEMENT, made and entered into on the November 22, 2024 by and between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, an Urban County Government of the Commonwealth of Kentucky, created pursuant to KRS Chapter 67A (Hereinafter "Government"), on behalf of its Office of the Urban County Council, and Bluegrass Community Foundation (Hereinafter "Organization"), of 499 E. High St. Ste. 112, Lexington, KY 40507, Fayette County).

WITNESSETH:

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

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

WHEREAS, Organization accordingly enhances the environment of Lexington; and

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

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

1. **Amount and Intended Use of Council Capital Project Funds.** Government hereby grants Organization the sum of \$48,611.06 for the following lawful public purpose:

[To the Bluegrass Community Foundation for the Arboretum, State Botanical Garden of Kentucky, for essential equipment including a utility terrain vehicle with a small trailer, a rotary mower, and a zero-turn mower.]

2. **Finalization of Agreement.** Organization shall return this Agreement to the Council Administrator's Office on or before December 21, 2024. If Organization **fails to sign and return this Agreement within thirty (30) days, Organization shall be deemed to have forfeited the Council Capital Project Funds and Organization shall be deemed ineligible to receive Council Capital Project Funds for a period of one (1) year.**
3. **Receipt of Funds.** Upon return of the signed Agreement to the Council Administrator's Office, the Council Administrator or designee shall issue the check to the Organization. The check shall be timely deposited by the Organization within sixty (60) days of receipt. If the Organization **fails to deposit the check within sixty (60) days of receipt, the Organization shall be deemed ineligible to receive Council Capital Project Funds for a period of one (1) year.** Under no circumstances shall a check that the Organization fails to deposit within sixty (60) days of receipt be re-issued by the Government.
4. **Return of Funds.** If Organization is overcompensated for the above-described project, Organization shall return any and all excess funds in the form of a check sent to the sponsoring council member's office, made out to "LFUCG," upon completion of the project.
5. **Required Documentation.** Organization shall submit all relevant receipts and financial documentation to Councilmember LeGris' office, documenting the use of the granted funds

for the specified lawful public purpose, within twelve (12) months of receiving the Council Capital Project Fund check. If Organization **fails to provide the required documentation, the Organization shall be deemed ineligible to receive Council Capital Project Funds for a period of one (1) year.**

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

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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: *Linda Gorton*
Linda Gorton, MAYOR

ATTEST:

Abbey Allan
CLERK OF URBAN COUNTY COUNCIL

By: *SCOTT SMITH*
Scott Smith
Bluegrass Community Foundation



Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 1134-24

File ID: 1134-24

Type: Summary

Status: Approved

Version: 1

Contract #:

In Control: Urban County
Council

File Created: 11/07/2024

File Name: Summary: Social Services & Public Safety
Committee, October 8, 2024

Final Action: 11/12/2024

Title: Summary: Social Services & Public Safety Committee, October 8, 2024

Notes:

Sponsors:

Enactment Date:

Attachments: 10-08-2024 SSPS Summary and Motions

Enactment Number:

Deed #:

Hearing Date:

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	11/12/2024	Approved				Pass

Text of Legislative File 1134-24

Title

Summary: Social Services & Public Safety Committee, October 8, 2024



Social Services and Public Safety Committee

October 8, 2024

Summary and Motions

Chair Reynolds called the meeting to order at 1:02 p.m. Committee Members Ellinger, J. Brown, Fogle, Monarrez, Gray, F. Brown, Baxter, Sevigny, and Plomin were in attendance. Vice Mayor Wu and Council Members Lynch, LeGris, and Sheehan were present as non-voting members.

I. Approval of September 17, 2024 Committee Meeting Summary

Motion by Sevigny to approve the September 17, 2024 Committee Summary. Seconded by Gray. Motion passed without dissent.

II. Villages Model Initiatives for Lexington

Roxanne Cheney, Chair of *A Caring Place*, presented the Villages Model for Lexington. She reviewed the mission statement which recognizes that loneliness is an epidemic with adverse effects on physical and mental health. The vision statement is to imagine a world where everyone feels loved. She reviewed programs they currently offer and said they serve seniors over 60 which includes people with disabilities and caregivers. She described *A Caring Place* as being like a village with community-based, nonprofit, grassroots organizations formed through a network of caring people who want to change the standard of aging. She reviewed the accomplishments and described how *A Caring Place* measures its results. She showed testimonials from 5 participants to describe the impact *A Caring Place* has had on people's lives. She said there are 250 locations of villages in the United States and Kentucky has 3 of those, with one located in Lexington. The most common structure of a village is a hub and spoke with the hub being a nonprofit and a spoke being a neighborhood group and there is potential to expand this program throughout Lexington. \$150,000 is requested for a feasibility study to help minimize the risks, optimize resources, and increase the likelihood of success.

Cheney clarified the areas included in the Bluegrass Region which is comprised of 17 counties in total. Cheney confirmed there are 40 college students who volunteer their time to this program. When asked how caregivers are supported, Cheney said we support them by engaging with them. When asked if these places are set up with hubs and spokes, Cheney said they have an executive committee they would use as a model. Speaking about the feasibility study, there was a concern that \$150,000 seems low. Kristy Stambaugh, Director of Aging and Disability Services explained villages are service-driven. As an example, Stonewall and Idle Hour (neighborhoods) would be spokes and *A Caring Place* would be a hub. There was a suggestion to put money toward resources rather than a feasibility study. Stambaugh said villages perform an assessment to find out what the needs are to be successful. The village model is unique and built by the neighborhood. The village is supposed to run itself and ask the hub for help when needed. Councilmember Lynch closed by saying *A Caring Place* is asking for help to do this. She will make a fund balance request to support the request for a feasibility study. No action was taken on this item.

III. Gun Violence Task Force Workgroup Report Out

Kendra Thompson, Council Research Analyst, presented the report out from the workgroup that was formed under the Gun Violence Task Force. She reviewed the members of the Gun Violence Task Force and the

workgroup that began meeting earlier in the year. She began the review of recommendations with the list that came out of the Community Pillars group: define gun violence as a public health crisis; recommend a month-long gun violence awareness campaign in June; and inform community partners of opportunities available to utilize and provide programs in community and neighborhood centers. The City Leaders Recommendations include: ONE Lexington when responding to gun violence incident in a councilmember's district, provide the appropriate notification of incident debrief and follow up with opportunities on how Council can get involved if appropriate; provide continued support for co-response teams and mobile crisis teams to allow for rapid response to acute behavioral health emergencies in the city and continue support for additional behavioral health specialists; expand the scope to address gun violence for all ages, not just ages 13-29; and communicate more fully with the community about the work surrounding gun violence. The final recommendation was for the creation of a new position in Social Services for a Gun Violence Program Coordinator who would work for all divisions on gun violence. \$75,000 would be requested from the FY2026 budget for the position and \$75,000 would be requested from fund balance for the implementation of the recommendations [note: \$100,000 was approved and allocated from fund balance to fund the implementation of the recommendations].

During the committee discussion, it was suggested that the coordinator and the budget requests be implemented earlier than FY2026. \$75,000 or possibly more for (gun violence) initiatives are appropriate for the Fund Balance discussion. Fund Balance would not be the appropriate place for discussing the position since that would include recurring costs. There was a suggestion that the position be in Public Safety. Social Services Commissioner, Kacy Allen-Bryant explained one category for ESR is community wellness and mental health and there have been applications related to Gun Violence under that category. There was agreement among committee members that elevating Gun Violence to a public health crisis is important, but this needs to be backed up with action and funding. There was support for the recommendations and recognition of this as a problem in the city and as such there was agreement to remove this item from the committee and implement the recommendations. Reynolds confirmed she is planning to move the entire list of recommendations to the full Council.

Motion by Fogle to approve the Gun Violence Task Force Report-Out recommendations as presented to committee and included in the committee packet. Seconded by Gray. Motion passed without dissent.

IV. Items Referred to Committee

No action was taken on this item.

The meeting was adjourned at 2:49 p.m.



Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 1135-24

File ID: 1135-24

Type: Presentation

Status: Agenda Ready

Version: 1

Contract #:

In Control: Urban County
Council

File Created: 11/07/2024

File Name: Presentation: SPOKE Award

Final Action: 11/12/2024

Title: Presentation: SPOKE Award

Notes:

Sponsors:

Enactment Date:

Attachments:

Enactment Number:

Deed #:

Hearing Date:

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	11/12/2024	Received and Filed				

Text of Legislative File 1135-24

Title

Presentation: SPOKE Award



Lexington-Fayette Urban County Government Master

200 E. Main St
Lexington, KY 40507

File Number: 0927-23

File ID: 0927-23

Type: Agenda Item

Status: Agenda Ready

Version: 1

Contract #:

In Control: Urban County
Council Work
Session

File Created: 09/07/2023

File Name: Page Break

Final Action:

Title:

Notes:

Sponsors:

Enactment Date:

Deed #:

Hearing Date:

Drafter:

Effective Date:

History of Legislative File

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



Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 1080-24

File ID: 1080-24

Type: Resolution

Status: Approved

Version: 1

Contract #: 323-2024

In Control: Urban County
Council

File Created: 10/21/2024

File Name: Five Star Conti Coffee agreement with Aging

Final Action: 11/21/2024

Title:

A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute an Agreement with Five Star Breaktime Solutions, Inc. d/b/a Conti Coffee, for the provision of coffee, coffee dispenser and regular maintenance of equipment at the Lexington Senior Center, at a cost not to exceed the sum of \$2,000 in FY2025. [Div. of Aging and Disability Services, Stambaugh]

Notes: In office 11/8/2024. MS

Stamped and filed in the CCO. Returned to Theresa Maynard 11/22/2024. MS

Sponsors:

Enactment Date: 11/21/2024

Attachments: 1080-24 Bluesheet Memo Five Star Conti Coffee agreement with Aging, Five Star Conti Coffee agreement with Aging, RESO 1080-24 Conti Coffee Agreement 4868-0372-3510 v.1.docx, R-583-2024

Enactment Number: R-583-2024

Deed #:

Hearing Date:

Drafter: Theresa Maynard

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	11/12/2024	Approved and Referred to Docket	Urban County Council	11/14/2024		Pass
1	Urban County Council	11/14/2024	Received First Reading	Urban County Council	11/21/2024		
1	Urban County Council	11/21/2024	Approved				Pass

Text of Legislative File 1080-24

Title

A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute an Agreement with Five Star Breaktime Solutions, Inc. d/b/a Conti Coffee, for the provision

of coffee, coffee dispenser and regular maintenance of equipment at the Lexington Senior Center, at a cost not to exceed the sum of \$2,000 in FY2025. [Div. of Aging and Disability Services, Stambaugh]

Summary

Authorization to execute an Agreement with Five Star Conti Coffee for the provision of coffee, coffee dispenser and regular maintenance of equipment at the Lexington Senior Center. Purchase requires 2-year Agreement with purchases of at least \$250 per month. The cost for FY 2025 is \$2,000. Funds are Budgeted. (L1080-24) (Stambaugh/Allen-Bryant)

Budgetary Implications: Yes

Advance Document Review:

Law: Yes, Tiffany Holskey 10/25/24

Risk Management: N/A

Fully Budgeted [select]: Yes

Account Number: 1101-606102-6081-75101

This Fiscal Year Impact: \$2,000

Annual Impact:

Project:

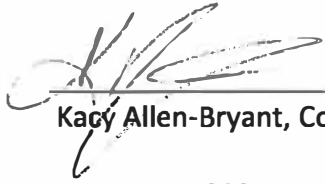
Activity:

Budget Reference:

Current Balance: \$31,734.02



TO: Mayor Linda Gorton
Honorable Members, Urban County Council

FROM: 
Kacy Allen-Bryant, Commissioner of Social Services

DATE: October 28, 2024

SUBJECT: Five Star Conti Coffee agreement with Aging

Request:

Request Council Authorization for the Mayor to execute an agreement with Five Star Conti Coffee for the provision of coffee, coffee dispenser and regular maintenance of equipment at the Lexington Senior Center.

Purpose:

This Agreement allows the Division of Aging Services to receive ongoing coffee supplies and services at the Lexington Senior Center. Purchase requires 2-year agreement with purchases of at least \$250.00 per month.

Budgetary Implication:

The cost for Fiscal Year 2025 is \$2,000.

Are the funds budgeted?

Yes. This will be paid from 1101-606102-6081-75101.

File Number: 1058-24

Director/Commissioner: Kristy Stambaugh / Kacy Allen-Bryant



Five Star CONTI COFFEE- Agreement

Client Name: _____ Client Contact _____

Phone: _____ Email: _____

Street Address: _____ City: _____ County: _____ State: _____

1. **SERVICE AUTHORIZATION:** To the extent permitted by law, the undersigned ("Client") hereby grants to 4. FIVE STAR Breaktime Solutions, INC. ("FIVE STAR") OBA CONTI COFFEE the exclusive right to provide office coffee services at the locations in the Addendum, attached hereto.

SERVICE CONDITIONS:

A. **Standard Equipment:** FIVE STAR(CONTI COFFEE) will provide all office coffee and related equipment ("Equipment") necessary to provide services on Client's premises. FIVE STAR shall remain the owner of all FIVE STAR equipment installed or equipped at the Client locations ("Equipment"), shall make all necessary repairs to such Equipment, and shall provide all necessary maintenance and sanitation for such Equipment. Client shall use care and diligence in the handling of the Equipment. Client shall pay for damage or loss of the Equipment caused by misuse, neglect or intentional act of its employees. FIVE STAR shall have the right to update, change, or replace any Equipment from time to time.

B. **There is a \$250 minimum order required each month for equipment to be furnished.** Sales below \$250 will have surcharge added to meet minimum.

A. FINANCIAL TERMS:

B. **Selling Prices:** FIVE STAR (CONTI COFFEE) prices and other charges are set forth in the proposal.

C. **Renegotiation:** FIVE STAR prices and other charges are based on current market conditions in existence on the effective date of this Agreement. In the event of a change in market or account conditions, FIVE STAR shall have the right to adjust prices or charges to reflect the change in conditions utilizing the US Bureau of Statistics CPI for "Food Away from Home" as a benchmark for such adjustments.

2. **PAYMENTS:** All invoices related to FIVE STAR office coffee service shall be paid in full by client within thirty (30) days of Client's receipt of invoice.
3. **RIGHT OF ENTRY:** FIVE STAR and its representatives, agents or other persons permitted by FIVE STAR shall have the right to enter the Client's premises at all reasonable times to inspect, repair and/or remove the Equipment. Without limiting the foregoing, FIVE STAR shall have the right to remove the Equipment upon termination of the Agreement.

INSURANCE: FIVE STAR shall provide workers' compensation insurance as required by law. In addition, FIVE STAR shall carry comprehensive general liability insurance, including products, contractual and broad vendors' coverage with minimum limits of \$1,000,000.

5. **RISK OF PERSONAL INJURY:** Client assumes all risks of personal injury which he/she, their employees or customers may receive as a result of using Equipment and agrees that he/she will not for themselves, their heirs or assigns, make any claim against FIVE STAR, its agents or its employees, for any such injury.

6. **LICENSES AND TAXES:** FIVE STAR will obtain and pay for all federal, state and local licenses required for the operations hereunder, as well as collect and pay all federal, state and local sales, use and excise taxes attributable to the operations hereunder.

7. **TERM:** The initial term of this Agreement is for (2) two years commencing on the date set below and shall automatically renew on a month-to-month basis thereafter, unless terminated by written notice by either party not later than 30 days prior to the end of the then current term. Payment for future fiscal years shall be subject to and contingent upon sufficient funds being appropriated and future approval by the Urban County Council.
- 8.

TERMINATION FOR CAUSE: In the event either party fails to perform as set forth in this Agreement, the non-breaching party shall provide the breaching party with written notice, specifying the nature and extent of the deficiencies and demanding cure. If such deficiency is not cured within 30 days following the date of such notice, then the non-breaching party may terminate this Agreement upon 30 days written notice.

9.

NOTICE: Notices required to be provided under this Agreement shall be in writing and must be mailed first class to the contact on the attached Addendum with a copy to: FIVE STAR FOOD SERVICE, 412 E. 10¹¹ Street, Chattanooga, TN 37403, Attention: CEO.

10. **CONFIDENTIALITY; AGREEMENT REGARDING EMPLOYEES:** Client agrees that it will not use or disclose the terms of this Agreement and any other confidential or proprietary information of FIVE STAR obtained as a result of or in connection with FIVE STAR's performance under this Agreement.

11. **GOVERNING LAW:** This Agreement shall be governed by and interpreted by and construed in accordance with the laws of the Commonwealth of Kentucky.

Client accepts the terms and conditions of this Agreement

Accepted on behalf of Client

By: _____

Name _____

Title _____, Date: _____

Accepted on behalf of FIVE STAR dba. CONTI COFFEE

By: _____

Name _____

Title _____ DATE _____

RESOLUTION NO. _____ - 2024

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT WITH FIVE STAR BREAKTIME SOLUTIONS, INC. D/B/A CONTI COFFEE, FOR THE PROVISION OF COFFEE, COFFEE DISPENSER AND REGULAR MAINTENANCE OF EQUIPMENT AT THE LEXINGTON SENIOR CENTER, AT A COST NOT TO EXCEED THE SUM OF \$2,000.00 IN FY2025.

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute an Agreement, which is attached hereto and incorporated herein by reference, with FIVE STAR Breaktime Solutions, Inc. d/b/a CONTI COFFEE, for the provision of coffee, coffee dispenser and regular maintenance of equipment at the Lexington Senior Center, at a cost not to exceed the sum of \$2,000.00 in FY2025.

Section 2 – That an amount, not to exceed the sum of \$2,000.00 in FY2025, be and hereby is approved for payment to FIVE STAR Breaktime Solutions, Inc. d/b/a CONTI COFFEE, from account #1101-606102-75101, pursuant to the terms of the Agreement and subject to the appropriation of sufficient funds in future fiscal years.

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

PASSED URBAN COUNTY COUNCIL:

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

RESOLUTION NO. 583 - 2024

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT WITH FIVE STAR BREAKTIME SOLUTIONS, INC. D/B/A CONTI COFFEE, FOR THE PROVISION OF COFFEE, COFFEE DISPENSER AND REGULAR MAINTENANCE OF EQUIPMENT AT THE LEXINGTON SENIOR CENTER, AT A COST NOT TO EXCEED THE SUM OF \$2,000.00 IN FY2025.

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute an Agreement, which is attached hereto and incorporated herein by reference, with FIVE STAR Breaktime Solutions, Inc. d/b/a CONTI COFFEE, for the provision of coffee, coffee dispenser and regular maintenance of equipment at the Lexington Senior Center, at a cost not to exceed the sum of \$2,000.00 in FY2025.

Section 2 – That an amount, not to exceed the sum of \$2,000.00 in FY2025, be and hereby is approved for payment to FIVE STAR Breaktime Solutions, Inc. d/b/a CONTI COFFEE, from account #1101-606102-75101, pursuant to the terms of the Agreement and subject to the appropriation of sufficient funds in future fiscal years.

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

PASSED URBAN COUNTY COUNCIL: November 21, 2024


MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL



Lexington-Fayette Urban County Government Master

200 E. Main St
Lexington, KY 40507

File Number: 1088-24

File ID: 1088-24

Type: Resolution

Status: Approved

Version: 1

Contract #:

In Control: Urban County
Council

File Created: 10/24/2024

File Name: Voices of Hope MOU 2024

Final Action: 11/14/2024

Title: A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute a Memorandum of Understanding with Voices of Hope Lexington, Inc., to provide recovery coaches to the Community Paramedicine Program. [Div. of Fire and Emergency Services, Wells]

Notes:

Sponsors:

Enactment Date: 11/14/2024

Attachments: Voices of Hope Blue Sheet_10242024, Voices of Hope MOU_10242024, 1088-24 voices of hope 4876-9492-2486 v.1.doc, R-568-2024

Enactment Number: R-568-2024

Deed #:

Hearing Date:

Drafter: Tamm James

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	11/12/2024	Approved and Referred to Docket	Urban County Council	11/14/2024		Pass
1	Urban County Council	11/14/2024	Received First Reading	Urban County Council	11/14/2024		
1	Urban County Council	11/14/2024	Suspended Rules for Second Reading				Pass
1	Urban County Council	11/14/2024	Approved				Pass

Text of Legislative File 1088-24

Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute a Memorandum of Understanding with Voices of Hope Lexington, Inc., to provide recovery coaches to the Community Paramedicine Program. [Div. of Fire and Emergency Services, Wells]

Summary

Authorization to enter a Memorandum of Understanding with Voices of Hope - Lexington, Inc. to provide one or more Recovery Coaches to the Community Paramedicine program. The Recovery Coaches will engage with and provide services to individuals the Community Paramedicine team are following up with as the result of an overdose. No Budgetary implications. (L1088-24) (Wells/Armstrong)

Budgetary Implications: Yes

Advance Document Review:

Law: Yes, M. Sanner

Risk Management: No

Fully Budgeted: N/A

Account Number:

This Fiscal Year Impact: \$

Annual Impact: \$

Project:

Activity:

Budget Reference:

Current Balance:



TO: Mayor Linda Gorton

FROM: Jason G. Wells, Fire Chief

DATE: October 24, 2024

SUBJECT: Memorandum of Understanding with Voices of Hope

The Division of Fire and Emergency Services requests authorization to enter into a Memorandum of Understanding with Voices of Hope – Lexington, Inc.

Why are you requesting? Voices of Hope is a local Recovery Community Center that has been providing services since opening in 2018. Voices of Hope is a not-for-profit organization. This MOU will enable them to place one or more of their Recovery Coaches with the Community Paramedicine program. These Recovery Coaches will help to engage with and provide services to individuals that the Community Paramedicine team are following up with as the result of an overdose that has occurred.

Department needs this action completed because Voices of Hope has offered to provide one or more of their Recovery Coaches to the Community Paramedicine program. This will in turn help the program in serving the city of Lexington.

Contract termination language / clause: Either party may terminate this Agreement at any time for giving at least thirty (30) days prior written notice to the other party.

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

The cost for this FY is: N/A

The cost for future FY is: N/A

Are the funds budgeted? N/A

File Number:

Director/Commissioner: Wells/Armstrong



MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made and entered into by and between **Voices of Hope - Lexington, Inc. ("VOH")** and **Lexington Fayette Urban County Government ("LFUCG")** as of January 1, 2025 ("Effective Date") through September 30, 2025.

WITNESSETH:

WHEREAS, VOH is a tax exempt not for profit organization that provides services to individuals for the purpose of supporting meaningful recovery from drug and alcohol addiction; and **WHEREAS**, Lexington Fayette Urban County Government, operates the paramedicine program as part of its mission to enhance the public safety of Lexington-Fayette County residents and businesses through emergency preparedness, mitigation, response and recovery; and

WHEREAS, LFUCG provides paramedicine services and desires to offer access to peer support services, during LFUCG hours, for such participants; and

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

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

1. VOH will arrange for one or more of its employees to provide peer support and recovery coaching services at LFUCG. This will include linkage program enrollments of participants that are seeking connection to evidence based treatment options. The dates and times will be in accordance with the LFUCG hours, but not to exceed 40 hours. The VOH staff are required to have significant experience and training with providing peer services, are certified peer support specialists and trained recovery coaches, and will be trained, supervised, and scheduled by VOH.
2. LFUCG will provide space for service provision and data entry, provide onsite orientation and support, as needed, and refer participants for peer services.
3. VOH will provide information to clients about local SMART Recovery and SMART Friends and Family Meetings.
4. This MOU is effective as of January 1, 2025 terminating on September 30, 2025. Either party may terminate this Agreement at any time for giving at least thirty (30) days prior written notice to the other party.
5. VOH complies with the federal and state constitutions, and all applicable federal and state laws, regarding nondiscrimination. VOH provides equal opportunities for qualified persons in all aspects of its operations, and does not discriminate on the basis of race, color, national origin, ethnic origin, religion, creed, age, physical or mental disability, veteran status, uniformed service, political belief, sex, sexual orientation, gender identity, gender expression, pregnancy, marital status, genetic information, social or economic status, or whether the person is a smoker or nonsmoker, as long as the person complies with VOH policy concerning smoking.
6. Nothing in the Agreement shall be construed as an offer for payment by one or more parties to one

or more other parties of cash or other remuneration, directly or indirectly, in exchange for patient referrals or arrangements or recommendations for any item or service.

7. The information provided to the Recovery Coach will be confidential, unless they are required by law to report it (e.g., in the case that one is considering harming their self or others, or that they report knowledge of child abuse or neglect). Substance use disorder records are protected under federal law, including the federal regulations governing the confidentiality of substance use disorder patient records, 42 C.F.R. Part 2, and cannot be disclosed without written consent unless otherwise provided for by the regulations.
8. LFUCG will inform VOH of any lawsuit, which is threatened, or any patient care event, which causes or contributes to injury or death, and could result in a lawsuit, if a VOH employee is involved.
9. This MOU contains the entire agreement and understanding of the parties and supersedes all prior agreements, understandings, or arrangements (both oral and written) relating to the subject matter of this MOU.
10. The parties are separate, independent entities, and neither party is or shall be authorized to act as an agent or representative of the other. Neither party to this MOU is a partner, employee, agent or joint venture of the other. Nothing in this MOU is intended to create any relationship between the parties of any nature other than independent, contracting parties. Each party shall be responsible for its actions in connection with its performance of duties hereunder.
11. LFUCG shall not assign any of its rights or obligations under this MOU without the prior written consent of VOH, in its sole discretion.

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

VOICES OF HOPE – LEXINGTON, INC. Lexington Fayette Urban County Government

By: _____

Name:

Title:

Date:

By: _____

Name:

Title:

Date:

RESOLUTION NO. ____-2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH VOICES OF HOPE LEXINGTON, INC., TO PROVIDE RECOVERY COACHES TO THE COMMUNITY PARAMEDICINE PROGRAM.

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

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute the Memorandum of Understanding, which is attached hereto and incorporated herein by reference, with Voices of Hope Lexington, Inc., to provide recovery coaches to the Community Paramedicine Program.

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

1088-24:MRS: 4876-9492-2486, v. 1

RESOLUTION NO. 568 -2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH VOICES OF HOPE LEXINGTON, INC., TO PROVIDE RECOVERY COACHES TO THE COMMUNITY PARAMEDICINE PROGRAM.

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

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute the Memorandum of Understanding, which is attached hereto and incorporated herein by reference, with Voices of Hope Lexington, Inc., to provide recovery coaches to the Community Paramedicine Program.

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

PASSED URBAN COUNTY COUNCIL: November 14, 2024

Linda Gorton

MAYOR

ATTEST:

[Signature]

CLERK OF URBAN COUNTY COUNCIL



Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 1093-24

File ID: 1093-24

Type: Resolution

Status: Approved

Version: 1

Contract #: 140-2023

In Control: Urban County
Council

File Created: 10/24/2024

File Name: Change Order #3 - Omni Commercial CO#3
-#140-2023

Final Action: 11/14/2024

Title: A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute Change Order No. Three (3) to the Contract with Omni Commercial, LLC, for the Gymnasium Improvements Project, increasing the Contract amount by \$101,112.22 and raising the total Contract amount from \$1,478,434.11 to \$1,579,546.33, with a fifty-six (56) calendar day change to the construction Contract time. [Div. of Facilities and Fleet Management, Baradaran]

Notes: In office 10/24/2024. MS

Change order stamped and filed in the CCO. Returned Josh Ives via scans 11/22/2024. MS

Sponsors:

Enactment Date: 11/14/2024

Attachments: Memorandum - Omni Commercial -Rev-CO3-B&W
Gym 140-2023, Change Order Contract Details
Form-CO3-BWG, Justification-for-Change-Rev,
Documentation-for-Change-CO3-B&W Gym, RESO
1093-23 Omni change order 3 4888-6601-4969
v.1.docx, R-569-2024

Enactment Number: R-569-2024

Deed #:

Hearing Date:

Drafter: Josh Ives

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	11/12/2024	Approved and Referred to Docket	Urban County Council	11/14/2024		Pass
1	Urban County Council	11/14/2024	Received First Reading	Urban County Council	11/14/2024		
1	Urban County Council	11/14/2024	Suspended Rules for Second Reading				Pass
1	Urban County Council	11/14/2024	Approved				Pass

Text of Legislative File 1093-24

Title

A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute Change Order No. Three (3) to the Contract with Omni Commercial, LLC, for the Gymnasium Improvements Project, increasing the Contract amount by \$101,112.22 and raising the total Contract amount from \$1,478,434.11 to \$1,579,546.33, with a fifty-six (56) calendar day change to the construction Contract time. [Div. of Facilities and Fleet Management, Baradaran]

Summary

Authorization for the Black & Williams Neighborhood Center Gymnasium Improvements Project - Change Order #03 with Omni Commercial, LLC increasing the Contract price by \$101,112.22 from \$1,478,434.11 to \$1,579,546.33 for front entrance repairs and acoustical wall panels. There is a (56) calendar day increase to the construction Contract time. Funds are Budgeted. (L1093-24) (Baradaran/Ford)

Budgetary Implications [select]: Yes

Advance Document Review:

Law: {No, N/A}

Risk Management: {No, N/A}

Fully Budgeted [select]: Yes

Account Number:	3230-707201-0001-91012-2022	\$63,852.87
	1105-707201-0001-91012-2025	\$37,259.35

This Fiscal Year Impact: \$101,112.22

Annual Impact: N/A

Project: AR_BNWDGYM_2022 & B&W_GYM_2025

Activity: FED_GRANT & BUILD_IMP

Budget Reference: 2022 and 2025

Current Balance: Budgeted



TO: Mayor Linda Gorton
Honorable Members, Urban County Council

FROM: 
Chris Ford, Commissioner of General Services

DATE: October 23, 2024

SUBJECT: Black & Williams Neighborhood Center - Gymnasium Improvements Project - Change Order #03 with Omni Commercial, LLC increasing the contract price in the amount of \$101,112.22 from \$1,478,434.11 to \$1,579,546.33 with a (56) calendar day change to the construction contract time.

Request:

Black & Williams Neighborhood Center - Gymnasium Improvements Project - Change Order #03 with Omni Commercial, LLC increasing the contract price in the amount of \$101,112.22 from \$1,478,434.11 to \$1,579,546.33 with a (56) calendar day change to the construction contract time.

Purpose:

The current contract for the Black & Williams Neighborhood Center- Gymnasium Improvements Project is \$1,478,434.11. The additional work totaling \$101,112.22 includes PR#9 to remediate the compromised and deteriorated front entrance wall and veneer system / PR #10 to provide acoustical wall panels in the gymnasium area for aid in noise control. Increase of (56) calendar days for the additional work related to PR #9 changing the Substantial Completion Date from 9/15/24 to 11/10/24 and Final Completion Date from 10/6/24 to 12/1/24.

Budgetary Implication:

Increase of \$101,112.22 to the current contract.

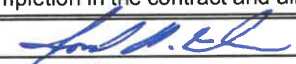
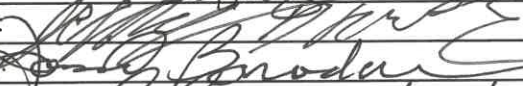
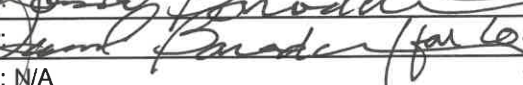
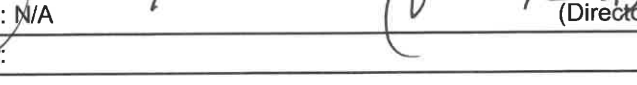
Are the funds budgeted?

Yes. 3230-707201-0001-91012-2022-AR_BNWGYM_2022-FED_GRANT = \$63,852.87
1105-707201-0001-91012-2025-B&W_GYM_2025-BUILD_IMPR = \$37,259.35

File Number: 1093-24

Director/Commissioner: Jamshid Baradaran / Chris Ford



LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT CONTRACT CHANGE ORDER Page 1 of 2		Date:	October 23, 2024
		Project:	Black & Williams Gymnasium Improvements Project
		Location:	498 Georgetown St Lexington, KY 40508
To (Contractor): Omni Commercial, LLC 2025 Leestown Road - Suite B Lexington, KY 40511		Contract No.	140-2023
		Original Contract Amt.	\$1,319,588.00
		Cumulative Amount of Previous Change Orders	\$158,846.11
		Percent Change - Previous Change Orders	12.04%
		Total Contract Amount Prior to this Change Order	\$1,478,434.11
		Change Order No.	3
		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	PR #9: remedial work to entire front entry wall assembly		\$89,965.56
2	PR #10: acoustical wall panels at gymnasium area		\$11,146.66
	Total decrease	\$0.00	
	Total increase		\$101,112.22
	Net Amount of this Change Order	\$101,112.22	
	New Contract Amount Including this Change Order	\$1,579,546.33	
	Percent Change - This Change Order		7.66%
	Percent Change - All Change Orders		19.70%
The time provided for the completion in the contract and all provisions of the contract will apply hereto.			
Recommended by: 		(Project Manager)	Date 10/23/24
Reviewed / Accepted by: 		(Consultant)	Date 10/23/24
Accepted by: 		(Contractor)	Date 10/23/24
Approved by: 		(Director)	Date 10-23-24
Approved by: 		(Commissioner)	Date 10-23-24
Approved by: N/A		(Director of Purchasing)	Date: N/A
Approved by: _____		(Mayor or CAO)	Date

JUSTIFICATION FOR CHANGE

PROJECT: B&W Neighborhood Center - Gymnasium Improvements

CONTRACT NO. 140-2023

CHANGE ORDER #: 3

1. Black & Williams Neighborhood Center - Gymnasium Improvements Project - Change Order #3 with Omni Commercial, LLC increasing the contract price in the amount of \$101,112.22 from \$1,478,434.11 to 1,579,546.33 with a (56) calendar day increase change. The additional work totaling \$101,112.22 includes PR#9 to remediate the compromised and deteriorated front entrance wall and veneer system / PR #10 to provide acoustical wall panels in the gymnasium area for aid in noise control. Increase of (56) calendar days for the additional work related to PR #9 changing the Substantial Completion Date from 9/15/24 to 11/10/24 and Final Completion Date from 10/6/24 to 12/1/24.

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: Yes

Mayor _____

Date _____

Proposal Request

PR#: 009

Project: Black & Williams Community Center - Gymnasium Improvements

Date: July 23, 2024

This proposal shall *ONLY* be for the change in project scope; the demolition of the existing precast concrete wall panels, construction of a new CMU composite wall, and installation of metal wall panel rainscreen system.

The due date for this PR#9 shall be 8/6/24.

Each proposal shall have a full material and labor breakdown including OH&P of 15% maximum.

This proposal request does not indicate a notice-to-proceed for the work outlined below.

LFUCG has requested that Omni Commercial prepare a formal cost proposal to complete work associated with the following items, to alter the original project scope.

PR #9: EXTERIOR WALL REMEDIATION

The following proposal request is being issued to formalize additional costs associated with a remediating the existing exterior wall conditions at the "low walls" that constitute the entry to the building (Entry Vestibule [100], Storage [101], Mechanical [102]. This was a found condition that was discovered during selective demolition related to the installation of the new windows.

The scope of the work is as follows and outlined in the attached A4.2 drawing.

DEMOLITION

1. EXISTING PRECAST CONCRETE WALL PANELS TO BE SELECTIVELY DEMOLISHED.
2. CONTRACTOR SHALL CONSIDER THE WALL TO BE UNSTABLE DURING DEMOLITION AND USE EXTREME CAUTION AND LIGHT METHODS SO AS NOT TO DISTURB THE INNER CLAY TILE WYTHE OR COLLAPSE THE WALL.
3. PRIOR TO DEMOLITION OF THE OUTER PRECAST WALL, SHORE THE EXISTING STEEL ROOF JOISTS DOWN TO SLAB ON GRADE.

July 23, 2024

4. THE GENERAL TRADES CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR ENGINEERING, SUPPLYING, AND INSTALLING THE TEMPORARY SHORING AND BRACING NECESSARY TO RESIST THE GRAVITY LOADS AS THE EXTERIOR PRECAST CONCRETE WALL PANELS ARE SELECTIVELY DEMOLISHED AND RECONSTRUCTED WITH NEW STRUCTURAL ELEMENTS.
5. THE DESIGN OF THE SHORING SHALL BE PERFORMED BY A PROFESSIONAL ENGINEER LICENSED IN THE STATE OF KENTUCKY IN CONSIDERATION OF APPLIED, POTENTIAL, AND CONSTRUCTION LOADING; MEANS AND METHODS, TECHNIQUES AND SEQUENCES.
6. THE CONTRACTOR SHALL SUBMIT TO THE ARCHITECT (FOR THEIR RECORDS) TEMPORARY SHORING DRAWINGS (PLANS & DETAILS) THAT ARE SIGNED AND SEALED BY THE PROFESSIONAL ENGINEER RESPONSIBLE FOR THEIR PREPARATION.
7. SUBMITTALS RELATED TO SHORING SHALL BE RECEIVED FOR RECORD AND ARE NOT CONSIDERED AN ACTION SUBMITTAL.
8. SHORING SHALL BE DESIGNED TO SUPPORT A WORKING LOAD OF 7,500lbs/JOIST.
9. SHORING SHALL ALIGN WITH A TOP CHORD PANEL POINT AND HAVE (2) 2x4 VERTICAL CRUSH BLOCK DRIVEN TIGHT BETWEEN THE TOP & BOTTOM CHORDS ALIGNING WITH THE SHORING SUPPORT

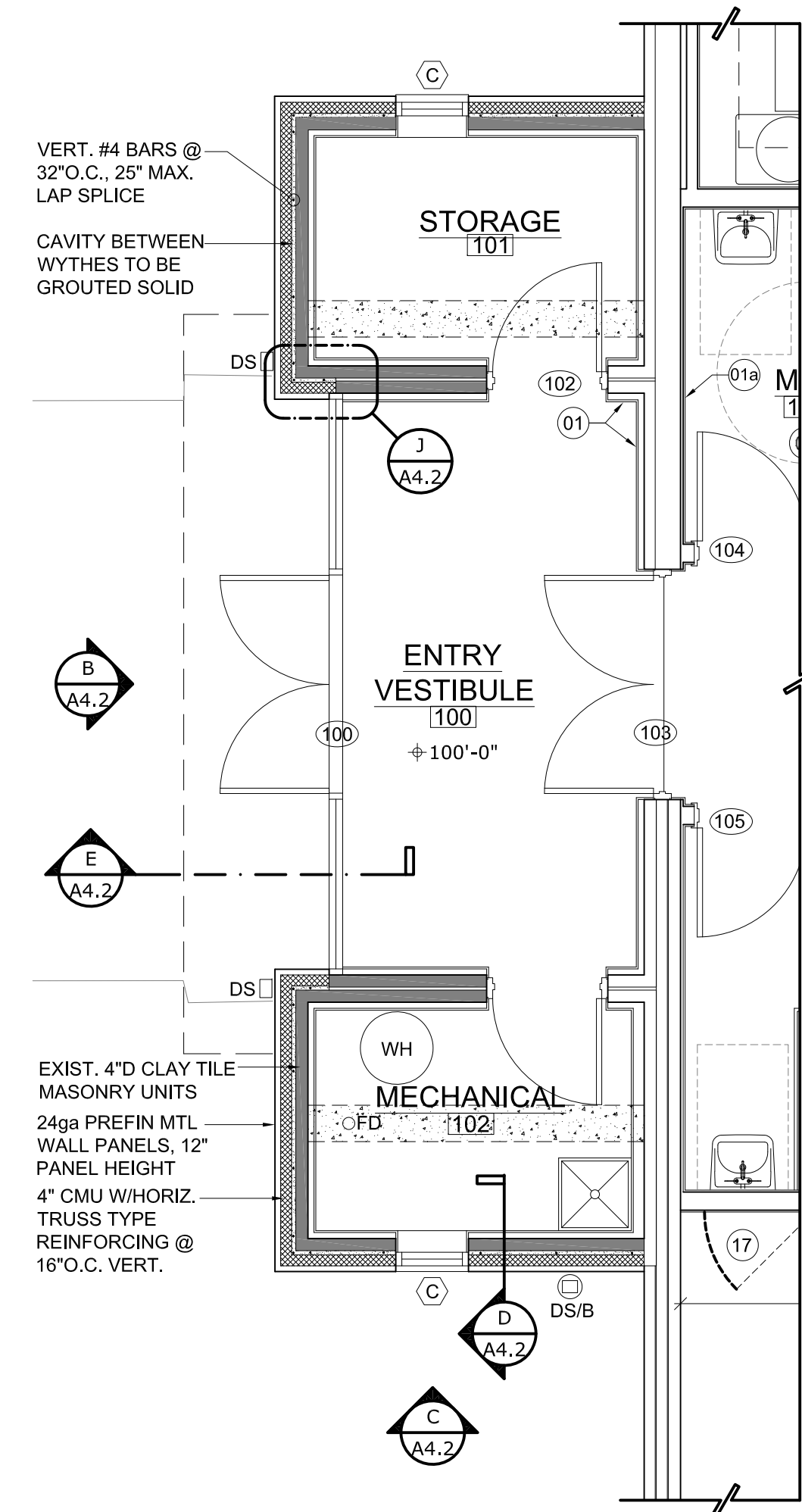
NEW CONSTRUCTION

1. PROVIDE NOMINAL 1 1/2" SPACE BETWEEN EXISTING CLAY TILE WYTHE AND NEW 4" CMU WYTHE. SPACE BETWEEN CMU WYTHES TO RECEIVE GROUT TO CREATE A COMPOSITE WALL.
2. REINFORCE 1 1/2" SPACE WITH #4 VERTICAL REINFORCEMENT SPACED AT 32" O.C.; LAP SPLICE 25" MINIMUM. DRILL AND ADHESIVE REINFORCEMENT MINIMUM 6" INTO EXISTING FOUNDATION AND ADHESIVE FASTEN WITH ACRYLIC ADHESIVE (HILTI HIT HY 200 V3 SYSTEM, DEWALT POWERS AC 200+ SYSTEM, OR SIMPSON STRONG-TIE AT-XP SYSTEM). CLEAN ALL HOLES PER MANUFACTURER INSTRUCTIONS TO REMOVE LOOSE MATERIAL AND DRILLING DUST PRIOR TO INSTALLATION OF ADHESIVE. INJECT ADHESIVE INTO HOLES PROCEEDING FROM THE BOTTOM OF THE HOLE AND PROGRESSING TOWARD THE SURFACE IN SUCH A MANNER AS TO AVOID INTRODUCTION OF AIR POCKETS IN THE ADHESIVE. FOLLOW MANUFACTURER RECOMMENDATIONS TO ENSURE PROPER MIXING OF ADHESIVE COMPONENTS AND INSTALLATION.
3. CONNECT NEW WYTHE TO EXISTING CLAY TILE MASONRY WYTHE WITH HEAVY DUTY ADJUSTABLE GALVANIZED STEEL VENEER ANCHOR PLATE AND 2X-HOOK (HOHMANN & BARNARD HB-5213-2X OR EQUAL FOR 200lbf WORKING LOAD IN TENSION OR COMPRESSION) SPACED AT 16" ON CENTER BOTH VERTICALLY AND HORIZONTALLY.
4. FASTEN ANCHOR PLATES TO EXISTING CLAY TILE WYTHE WITH 3/8" DIAMETER HEAVY-DUTY, ZINC COATED STEEL, EXPANDABLE HOLLOW WALL ANCHORS.
5. PROVIDE CONTINUOUS 9 GAUGE GALVANIZED STEEL WIRE IN BEDJOINT ALONG EACH ROW OF WALL TIES.
6. NEW 4" EXTERIOR CMU WYTHE TO BE LAID WITH TYPE 'N' MORTAR IN RUNNING BOND. BOTTOM COURSE OF CMU ALONG FOUNDATION STEMWALL TO BE SOLID CMU.
7. GROUT SPACE BETWEEN NEW AND EXISTING WYTH WITH FINE GROUT MEETING ASTM C476. MAXIMUM GROUT POUR HEIGHT IS 12". CONSOLIDATE GROUT BY MECHANICAL VIBRATION OR PUDDLING.
8. PROVIDE 3/8" WIDE VERTICAL CONTROL JOINT IN CMU AT 12 FEET ON CENTER MAXIMUM.
9. ALLOW GROUT AND MORTAR TO CURE 7 DAYS MINIMUM BEFORE REMOVAL OF SHORING.
10. METAL WALL PANELS BASIS OF DESIGN: PAC-CLAD FLUSH & REVEAL WALL PANELS; STANDARD COLOR SELECTION

July 23, 2024

KEY PLAN

- PROVIDE NOMINAL 1 1/2" SPACE BETWEEN EXISTING CLAY TILE WYTHE AND NEW 4" CMU WYTHE. SPACE BETWEEN CMU WYTHES TO RECEIVE GROUT TO CREATE A COMPOSITE WALL.
- REINFORCE 1 1/2" SPACE WITH #4 VERTICAL REINFORCEMENT SPACED AT 23" O.C.: LAP SPlice 25" MINIMUM, DRILL AND ADHESIVE REINFORCEMENT MINIMUM 6" INTO EXISTING FOUNDATION AND ADHESIVE FASTEN WITH ACRYLIC ADHESIVE (HILTI HIT HY 200 V3 SYSTEM, DEWALT POWERS AC 200+ SYSTEM, OR SIMPSON STRONG-TIE AT-XP SYSTEM), CLEAN ALL HOLES PER MANUFACTURER INSTRUCTIONS TO REMOVE LOOSE MATERIAL AND DRILLING STOP PRIOR TO INSTALLATION OF ADHESIVE. INJECT ADHESIVE INTO HOLES PROCEEDING FROM THE BOTTOM OF THE HOLE AND PROGRESSING TOWARD THE SURFACE IN SUCH A MANNER AS TO AVOID INTRODUCTION OF AIR POCKETS IN THE ADHESIVE. FOLLOW MANUFACTURER RECOMMENDATIONS TO ENSURE PROPER MIXING OF ADHESIVE COMPONENTS AND INSTALLATION.
- CONNECT NEW WYTHE TO EXISTING CLAY TILE MASONRY WYTHE WITH HEAVY DUTY ADJUSTABLE GALVANIZED STEEL VENEER ANCHOR PLATE AND 2X-HOOK (HOHMANN & BARNARD HB-5213-2X OR EQUAL FOR 200lbF WORKING LOAD IN TENSION OR COMPRESSION) SPACED AT 16" ON CENTER (BOTH VERTICALLY AND HORIZONTALLY).
- FASTEN ANCHOR PLATES TO EXISTING CLAY TILE WYTHE WITH 3/8" DIAMETER HEAVY-DUTY, ZINC COATED STEEL, EXPANDABLE HOLLOW WALL ANCHORS.
- PROVIDE CONTINUOUS 9 GAUGE GALVANIZED STEEL WIRE IN BED JOINT ALONG EACH ROW OF WALL TIES.
- NEW 4" EXTERIOR CMU WYTHE TO BE LAID WITH TYPE 'N' MORTAR IN RUNNING BOND. BOTTOM COURSE OF CMU ALONG FOUNDATION STEM WALL TO BE SOLID CMU.
- GROUT SPACE BETWEEN NEW AND EXISTING WYTH WITH FINE GROUT MEETING ASTM C476. MAXIMUM GROUT POUR HEIGHT IS 12". CONSOLIDATE GROUT BY MECHANICAL VIBRATION OR PUDDLING.
- PROVIDE 3/8" WIDE VERTICAL CONTROL JOINT IN CMU AT 12 FEET ON CENTER MAXIMUM.
- ALLOW GROUT AND MORTAR TO CURE 7 DAYS MINIMUM BEFORE REMOVAL OF SHORING.

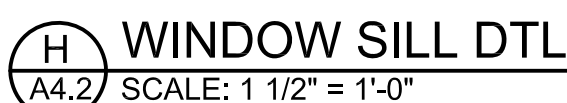


1) PR #9: JULY 23, 2024

johnson • early • architects
131 prosperous place, suite 19b • lexington, kentucky 40509
phone: 859-259-1515 • fax: 859-231-5060 • e-mail: earlyjb@earthlink.net

BUILDING SECTIONS

SHEET NO.
A4 2





GENERAL CONTRACTING | DESIGN-BUILD | CONSTRUCTION MANAGEMENT

PR-9 PRICING

2025 Leestown Road, Suite B
Lexington, KY 40511

Phone (859) 254-0011

jgoble@omnicommercialky.com

DATE **August 27, 2024**
LFUC-Black and Williams Neighborhood Ctr

CUSTOMER LFUC-Black and Williams Neighborhood Ctr
498 Georgetown St Lexington KY 40509
Att: Daniel Thornberry

DESCRIPTION	TOTAL
Pricing to Replace Existing Veneer per PR-9	
Shoring : Sunbelt cost to Design, Install, and Remove temporary shoring while demo and new CMU work is ongoing Duration : 1 week to mobilize, 1 day each to install and remove Note : Requires removal of some piping in Mechanical and drywall/framing on exterior walls to fit shoring beams under outside joists	\$7,141.00
Blackspur to install Demo and Haul Off Existing Concrete, Install 4" CMU, 8" CMU, Anchor Bolts, Rebar, Veneer Anchors, Grouting, and Damproofing 1 week to mobilize, 1 week for demo, 10 days for new CMU work	\$29,885.00
Grayhawk to install EIFIS system over new CMU, including Fluid Applied Air Barrier and mechanically fastening foam to new CMU to attain warranty Duration for install : 2 weeks (pending acceptable weather) Lead Time : 2-3 weeks from reviewed and returned submittal Note : delays awning, roofing, soffit, and associated interior and exterior scopes until EIFIS complete or at appropriate sequence alongside PR-9	\$37,500.00
Burns Piping : Demo section of previously installed plumbing pipes in Mechanical, reinstall after shoring removed	\$1,490.00
Grayhawk labor cost to remove drywall and framing to 10" below joist for shoring beams to fit under far outside joists in Mechanical and Storage 10. Does not include patching as this removal is above ceiling height	\$226.00
OMNI and it's subcontractors are not responsible for unforeseen loose mortar, brick, or CMU inside the walls. Revised on 8/27/24 to reflect agreement with LFUCG on new SC date of 11/10/24.	
Change Order Amount	\$76,242.00
GC Mark-Up	\$ 11,436.30
Bond Fee	\$ 2,287.26
TOTAL AMOUNT OF THIS CHANGE ORDER	\$ 89,965.56
Original Contract Amount	\$ 1,319,588.00
Contract Amount with Previous Change Orders	\$ 1,478,434.11
Total Contract Amount with Change Orders	\$ 1,568,399.67

Jacob Goble

8/27/2024

Authorized by: Daniel Thornberry

Date

Authorized by: Jacob Goble, Project Manager

Date



SYSTEM SCAFFOLD QUOTE

Sunbelt Rentals Scaffold Services
550A SPARROW DR
SHEPHERDSVILLE, KY 40165 5473
(502) 921-2391
www.sunbeltrentals.com

August 21, 2024

Customer **OMNI COMMERCIAL LLC**
(687458)
Jacob Goble
859-894-2334
jgoble@omnicommercialky.com

Quote **Black and Williams Entrance Shoring**
QUO-66783-M2M9J0

Job Site **Black and Williams**
L0129HW243028831
498 GEORGETOWN ST
LEXINGTON, KY 40508 1163

Introduction

Omni Commercial

Sunbelt Rentals Scaffold Services ("Sunbelt") is thankful for the opportunity to do business with Omni Commercial ("Customer"). We are happy to support you with a wide variety of installation services for your access needs such as: Frame & Brace Scaffold, System Scaffold, Shoring of Existing Structures, Re-Shoring, Trash Chutes, Scaffold Mounted Hoisting Options, Swing Stage, Man/Material Hoists, Mast Climbers, Interior/Exterior Vessel Access, Stair Towers and Overhead Protection Systems. In addition, we offer various training sets, for your lead men and crews that will apply to each of the products we provide.

Sunbelt is one of the largest equipment rental companies in the United States more than 900 locations. Sunbelt's solution providers are here to assist you in whatever equipment needs you may have.

Thank you for considering Sunbelt Rentals Scaffold Services,

Holden Willett
502-492-7376

Specifications

Systems Scaffold

-This is a quote to provide the erect and dismantle of a shoring system that will help support the roof loads being imposed on the exterior load bearing wall/beam along the entrance to the Black and Williams Building in Lexington, KY.

-The main portion of each shoring structure will be approximately 4' wide x 3' long x 10' tall and will be designed to support the existing bar joist and structural I-beam.

-Each system will be constructed with W8x10 beams that will rest on top of shoring U-heads.

-This system will be erected from the ground and will not be anchored to the structure (please see the "Customer Responsibility" section of the quotation).

-This quotation is bid utilizing our standard straight time rates for work during the normal work week and contains no overtime.

Customer Responsibility

Omni Commercial

It is the customer's responsibility to return an executed copy of this quote along with a PO prior to the commencement of any labor associated with this job.

Customer must have a representative on-site to sign off with the acceptance of the equipment and upon the completion of the build that it is to their satisfaction.

Customer shall be responsible for daily inspections after initial Sunbelt inspection.

Customer shall promptly report theft, lost or damage involving the rental equipment.

Customer agrees to the following:

- Customer shall have all work permits in place prior to Sunbelt's arrival.
- Customer to provide a minimum of two-week's notice for scheduling of any labor phase.
- Customer shall maintain awareness of scaffold load capacities provided by Sunbelt.
- Customer shall provide all necessary floor protection (as applicable).
- Customer shall provide a barricade around the work area prior to Sunbelt's arrival on-site.
- Customer shall remove any obstructions from the scaffold work area.
- Customer shall provide a dedicated lay-down area for scaffold equipment prior to Sunbelt's arrival.
- Customer shall provide a clear and direct passageway from lay-down area to scaffold site.
- Customer is responsible for patching and/or painting all penetration repairs where the scaffold was secured to the building (as applicable).
- Customer understands that Sunbelt will assume no responsibility for any damage caused to the grass or landscaping (as applicable).
- Customer understands that Sunbelt will assume no responsibility for any damage caused to the asphalt, or concrete where material handling equipment is used to maneuver materials (as applicable).
- Customer is to verify with the Engineer of Record that the existing structure can be safely supported as shown in the drawing provided after the approval of this quotation.
- Customer is to verify with the Engineer of Record that the existing base structure that the shoring is resting on is capable of supporting a max superimposed leg load that will be provided after the approval of this quotation.
- Customer understands that this design requires that the existing trusses be supported at the bottom. Any required bracing, blocking, or other reinforcement is to be determined, designed, and installed by others prior to demolition.
- Customer understands that this shoring system is designed to support vertical gravity loads only and that all other loads must be supported by other means, by others.
- Customer agrees that any and all delays beyond Sunbelt's control is subject to time and material costs in addition to this quotation.

***Transportation Surcharge**

The quote total below is inclusive of an approximate Transportation Surcharge which will be calculated utilizing combination of the variable and fixed components. Sunbelt offers transportation services to our customers through knowledgeable professionals via a fleet of trucks and trailers that provide timely delivery of the wide variety of rental equipment that Sunbelt offers. This transportation surcharge is added to each transportation charge, for the transportation services requested by the customer. The transportation surcharge is our charge intended to defray a wide range of transportation expenses (both direct and indirect), which are not always fully recovered by other transportation charges.

Pricing Details

Equipment Rental: (4 week min.)	\$600.00*
Daily Rental: (after initial 4 weeks)	\$21.43*
Erection, Dismantle, and Freight Price:	\$6,136.00*

Quote Total:

***\$6,736.00**

*Plus applicable taxes

Terms & Conditions

Terms and Conditions

PROJECT CONTRACT SPECIFICATIONS (a) Customer must be present at time of delivery to sign, inspect, count, and accept responsibility of equipment via Sunbelt Erection Inspection Checklist; (b) If Customer dismantles equipment, any equipment missing is Customer's responsibility and will be charged at replacement cost; (c) Should PE Stamped Drawings be required, additional charges apply. All such engineering work is limited to the Scaffold Design and Leg Loads and does not include analysis of job site structures; (d) Price herein assumes Sunbelt shall be exempted from participating in OCIP/CCIP requirements. If not exempted, additional charges apply; (e) Our quoted price is based on the written terms of this Quote. If we are requested to sign an agreement you prepare, this Quote in its entirety or, must be incorporated into that agreement. If there is a conflict between your agreement and the written and included terms of our Quote, the terms of our Quote shall govern; (f) Both parties shall accept this Quote within 30 days of Date of Quote (above) or it may, at our option, be considered null and void; (g) It is a condition precedent to work being scheduled that this Quote is signed and received by the Scaffold Services Branch listed below; (h) Allow two (2) week lead times for scheduling all labor phases. (i) All work will be performed during straight time hours on day shift, Monday through Friday 7:00 am to 3:30 pm, unless specifically noted otherwise; (j) All work beyond the scope of work outlined above will be reimbursed based on Sunbelt Rentals, Inc. current Man-Hour Rates. These rates shall be made available upon request. The Customer will be responsible for verifying all time sheets. Delays (over 30 minutes), remobilizations, and unacceptable work conditions not attributable to Sunbelt, will be charged at the current Man-Hour Rates and may include a 4-hour minimum and/or additional travel time charges; (k) Scaffolds to be erected to meet or exceed OSHA 1926.451 Subpart L (or as indicated herein).

SCAFFOLD PRICE EXCLUSIONS. The pricing of this Quote does not include the following, unless specifically described on the front of this Quote: (a) expenses incurred if the Customer's or the Job Site Physical Address safety requirements exceed State and Federal codes; (b) toeboards, screens and nets; (c) costs associated with providing a firm, compacted and level grade for all scaffolding; (d) any foundations or re-shoring required below sidewalk level or sub-basement level; (e) tarpaulins or other sheeting (scaffolding must be modified to withstand the additional wind loads, with such sheeting); (f) any costs for proof of drug testing or employment drug screening whether it be pre-employment, site required, or otherwise; (g) moving rolling towers; (h) lodging, meals, travel, transportation, or other extraordinary expenses; (i) performance bond, and/or OCIP/CCIP requirements, if required; (j) sales taxes, use taxes, or tariffs; (k) sealed shop drawings or PE Stamped Drawings, if required; and (l) any other costs incurred due to the Job Site Physical Address conditions, delays, or safety considerations not attributed to Sunbelt will be invoiced to Customer on a time and material basis.

CUSTOMER RESPONSIBILITIES. Unless otherwise noted herein, Customer shall be responsible for the following, all at Customer's sole expense: (a) compliance with all laws and regulations related to the proper possession and use of scaffolding; (b) provide qualified, experienced, and adequate supervision of any and all users of the scaffolding including a competent person; (c) provide all training of all users as required by 29CFR1910, 29CFR1926, and other applicable local, state, and federal governing bodies, and all accepted industry standards; (d) all scaffold users have read and understand the Codes of Safe Practices; (e) provide a firm, compacted and level grade for all scaffolding; (f) provide suitable crane and forklift support, or other material handling, as needed for the Work; (g) verify that the existing structure will safely support the additional vertical and horizontal loading from the scaffold; (h) repair all holes in existing structure left as a result of concrete anchors or other ties necessary to stabilize scaffold structure; (i) arrange with the Utilities Authority for all necessary safeguards, notifications and process lock-outs prior to erection date; (j) provide electric power and lighting to suit Sunbelt requirements; (k) supply any necessary flagmen or temporary barriers or signs, etc.; (l) if Sunbelt will be working in the vicinity of water, necessary boatmen and boat as defined in OSHA regulations; (m) any ground protection, i.e. for furniture, machines, carpets, landscaping, etc.; (n) toilets and wash facilities; (o) a firm, compacted and level grade laydown yard during both erection and dismantling; (p) security of Sunbelt equipment and materials within laydown yard; (q) restoration of the laydown yard following completion of the Work; (r) all permits; (s) Falling Object Protection and any citations and/or fines OSHA may impose for failure to do so; (t) Customer's fall protection systems and methods during the use of the scaffolding that comply with all laws and be at Customer's risk; (u) assume all risks associated with the possession, custody and operation of and full responsibility for, the equipment, including but not limited to, personal injury, death, rental charges, losses, damages and destruction, including customer transport, loading and unloading; and (v) maintain general and auto liability insurance of not less than \$2,000,000 per occurrence, including coverage for Customer's contractual liabilities herein (such as the indemnification clause); property insurance against loss by all risks to the Equipment, in an amount at least equal to the fair market value thereof; and worker's compensation insurance. Such policies shall be primary (and not on an excess basis), on an occurrence basis, name Sunbelt as an additional insured and loss payee. Customer shall provide Sunbelt with certificates of insurance evidencing the coverage required above prior to any rental and any time upon Sunbelt's request.

SCAFFOLD CONDITIONS AND ASSUMPTIONS. Unless otherwise specified herein to the contrary: (a) the scaffolding will be erected and dismantled one time only; (b) any alterations not described herein will be charged at the applicable time and material rates; (c) any overtime work shall be invoiced at the applicable time and material rates; and (d) the work performed by Sunbelt will be done in accordance with applicable state and federal codes.

INDEMNIFICATION. Sunbelt indemnifies, releases, defends, and holds Customer harmless from and against any third-party claims including any and all liabilities, losses, damages, claims, penalties, fines and expenses, including attorney's fees, for any damages to property and/or persons including death ("Claims") to the proportionate extent caused by Sunbelt or any of its contractors, suppliers, officers, agents, or employees negligent acts or omissions in the performance of this Agreement. Customer will (i) give Sunbelt prompt notice of any such Claim, and (ii) at Sunbelt's reasonable request, cooperate with Sunbelt in the defense and settlement of the Claim. Customer indemnifies, releases, defends and holds Sunbelt harmless from and against any third-party claims including any and all Claims to the proportionate extent caused by Customer's or any of its contractors, suppliers, officers, agents, or employees negligent acts or omissions in the performance of this Agreement. Sunbelt will (i) give Customer prompt notice of any such Claim, and (ii) at Customer's reasonable request, cooperate with Customer in the defense and settlement of the Claim. Notwithstanding anything contained in any agreement between the parties to the contrary, Sunbelt's requirement to provide additional insured, primary, noncontributory and waiver of subrogation status shall be limited to the extent of Sunbelt's indemnification obligations herein.

SCAFFOLD CHANGE ORDERS. If Customer requests a change in the Work, Sunbelt shall send Customer's "Point of Contact" a change order request in written form. Customer shall return a signed copy of the change order to Sunbelt; provided however, if no objection to the change order is received by Sunbelt, the change order shall be deemed approved by Customer.

INSPECTION AND ACCEPTANCE. On Customer's acceptance of the erected scaffold, Customer will be responsible for the maintenance, control, proper use and supervision of the scaffold until such time as the scaffold is fully dismantled and returned to Sunbelt for removal from the Job Site.

OTHER TERMS. The remaining provisions of this Quote are shown on the following page and incorporated herein by reference and can also be found at: <https://www.sunbeltrentals.com/solutions/scaffold-services/terms-and-conditions/>

Quote Acceptance

OMNI COMMERCIAL LLC

Jacob Goble

Acceptance Signature of Customer's Authorized Representative

Date

Sunbelt Rentals, Inc.

Holden Willett

Acceptance Signature of Sunbelt Rentals Authorized Employee

Date

From: Wlliam Persley <928wpersley@gmail.com>
Sent: Friday, August 2, 2024 11:31 AM
To: Jacob Goble
Subject: Re: Black and Williams : PR-9

Jacob,

Demo	\$8200.00		

Dump
\$1200.00
Rebar Anchoring
\$1300.00
Material
\$6076.00
Block Labor
\$3500.00
Grout
\$1200.00
Damp proofing
\$1525.00
Forklift
\$2280.00
Mixer
\$697.00
Grout Pump
\$2082.00
Scaffolding
\$1475.00
Mcs anchors
\$350.00
Total
\$29,885.00

On Jul 24, 2024, at 9:47 AM, Jacob Goble <jgoble@omnicommercialky.com> wrote:

All,
See attached PR-9 for the demo and removal of the concrete panel veneer, replaced by a CMU wall and metal panel system. Inform me of any impacts by EOD 7/29/24.

Thanks,

<image001.png> **Jacob Goble**
Site Supervisor / PM | OMNI Commercial

M 859.894.2334 | **P** 859.254.0011
E jgoble@omnicommercialky.com

2025 Leestown Rd, Suite B, Lexington, KY 40511
omnicommercialky.com

<image005.jpg>

<image002.png>

<image003.png><image004.jpg>

<Black and Williams PR-9-Veneer.pdf>

From: [William Persley](#)
To: [Jacob Goble](#)
Subject: Re: Black and Williams : PR-9
Date: Monday, August 5, 2024 2:47:45 PM

Jacob,

The demo I scheduled for five days. New work with prep, block, grouting rebar install figure 85 hours + or -..

Will

On Aug 2, 2024, at 11:34 AM, Jacob Goble <jgoble@omnicommercialky.com> wrote:

Thanks William,
Does “dump” mean haul off and disposal?
Please send me your duration for demo and duration for the new work

<image001.png>**Jacob Goble**
Site Supervisor / PM | OMNI Commercial

M 859.894.2334 | **P** 859.254.0011
E jgoble@omnicommercialky.com

2025 Leestown Rd, Suite B, Lexington, KY 40511
omnicommercialky.com

<image005.jpg>

<image002.png>

<image003.png><image004.jpg>

From: William Persley <928wpersley@gmail.com>
Sent: Friday, August 2, 2024 11:31 AM
To: Jacob Goble <jgoble@omnicommercialky.com>
Subject: Re: Black and Williams : PR-9

Jacob,

Demo	\$8200.00		
Dump	\$1200.00		
Rebar Anchoring	\$1300.00		
Material	\$6076.00		
Block Labor	\$3500.00		
Grout	\$1200.00		
Damp proofing	\$1525.00		
Forklift	\$2280.00		
Mixer	\$697.00		
Grout Pump	\$2082.00		
Scaffolding	\$1475.00		
Mcs anchors	\$350.00		
Total	\$29,885.00		

On Jul 24, 2024, at 9:47 AM, Jacob Goble
<jgoble@omnicommercialky.com> wrote:

All,

See attached PR-9 for the demo and removal of the concrete panel veneer,
replaced by a CMU wall and metal panel system. Inform me of any impacts by
EOD 7/29/24.

Thanks,

<image001.png> **Jacob Goble**
Site Supervisor / PM | OMNI Commercial

M 859.894.2334 | **P** 859.254.0011
E jgoble@omnicommercialky.com

2025 Leestown Rd, Suite B, Lexington, KY 40511
omnicommercialky.com

<[image005.jpg](#)>

<[image002.png](#)>

<[image003.png](#)> <image004.jpg>

<Black and Williams PR-9-Veneer.pdf>



Request for Change

P.O. Box 12111 (40580)
2424 Merchant Street
Lexington, KY 40511

RFC Number: 5
Date: 08/16/2024

We hereby propose to make the following changes:

RFC 5 - PR9 Veneer Replacement - EIFS in lieu of Metal Panels

Inclusions:

- EIFS to EIFS Caulking
- Gold Coat over new CMU Walls

Exclusions:

- Demo
- All Wood Blocking

To:

OMNI GENERAL CONTRACTING
PO BOX 34065
LEXINGTON, KY 40588

Project:

LFUCG BLACK & WILLIAMS
LEXINGTON, KY 40508

Requested By:

Colin Wilkerson

Phone:

(859) 721-2320

E-mail:

cwilkerson@grayhawk-ky.com

Recipients:

Jacob Goble

Phone:

(859) 251-0111

E-mail:

jgoble@omnicommercialky.com

Requested Change:

Labor (460 Hours @ \$54.50/Hr)

Material (Specified by Architect - Sto EIFS Products, Protective Plastic, FC Board, Finishing
Material, & Fasteners)

Change to Contract

\$ 25,070.00

\$ 12,430.00

RFC Total

\$ 37,500.00

Pricing is based upon conditions or documents provided by the date issued above and is valid until 08/23/2024. Any changes to jobsite conditions, which may include but are not limited to weather, unforeseen conditions, progress of other trades, accelerated scheduling, or out-of-sequence work may result in additional costs. Unless stated otherwise the price above does not include overtime or costs for shift differential. Acceptance of this RFC by verbal direction, signed authorization, or issuance of a Change Order constitutes the acceptance of this document and all terms and conditions contained herein.

Colin Wilkerson

Author

Grayhawk, LLC

Authorized Signature

OMNI GENERAL CONTRACTING

Date

From: Andrew Parker <aparker@grayhawk-ky.com>
Sent: Tuesday, August 20, 2024 9:29 AM
To: Jacob Goble
Cc: cwilkerson@grayhawk-ky.com
Subject: Fw: Black and Williams PR-9

Jacob, Our duration will be approximately 2 weeks pending good weather. Lead time will be 2-3 weeks pending approved submittals and finish color.

[Andrew Parker](#)
Operations Manager

Grayhawk, LLC
2424 Merchant Street
Lexington, KY 40511

(251) 620-6227 Cell
(859) 721-2447 Office
(859) 259-0957 Fax
aparker@grayhawk-ky.com
www.grayhawk-ky.com

From: Colin Wilkerson <cwilkerson@grayhawk-ky.com>
Sent: Tuesday, August 20, 2024 9:18 AM
To: Andrew Parker <aparker@grayhawk-ky.com>
Subject: FW: Black and Williams PR-9

See below.



[Colin Wilkerson](#)
Project Engineer

Grayhawk, LLC
2424 Merchant Street
Lexington, KY 40511

(614) 602-9127 Cell
(859) 255-2754 Office
(859) 259-0957 Fax
cwilkerson@grayhawk-ky.com

www.grayhawk-ky.com

From: Jacob Goble <jgoble@omnicommercialky.com>
Sent: Friday, August 16, 2024 4:16 PM
To: Colin Wilkerson <cwilkerson@grayhawk-ky.com>
Cc: Andrew Parker <aparker@grayhawk-ky.com>
Subject: RE: Black and Williams PR-9

Need lead times and durations as well



Jacob Goble

Site Supervisor / PM | OMNI Commercial

M 859.894.2334 | **P** 859.254.0011

E jgoble@omnicommercialky.com

2025 Leestown Rd, Suite B, Lexington, KY 40511
omnicommercialky.com



GENERAL CONTRACTING | DESIGN-BUILD | CONSTRUCTION MANAGEMENT

From: Colin Wilkerson <cwilkerson@grayhawk-ky.com>
Sent: Friday, August 16, 2024 3:35 PM
To: Jacob Goble <jgoble@omnicommercialky.com>
Cc: Andrew Parker <aparker@grayhawk-ky.com>
Subject: RE: Black and Williams PR-9

See attached PR9 quote.

Thanks,



Colin Wilkerson
Project Engineer

Grayhawk, LLC
2424 Merchant Street
Lexington, KY 40511

(614) 602-9127 Cell
(859) 255-2754 Office
(859) 259-0957 Fax
cwilkerson@grayhawk-ky.com
www.grayhawk-ky.com

From: Jacob Goble <jgoble@omnicommercialky.com>
Sent: Friday, August 16, 2024 1:02 PM
To: Andrew Lee <alee@grayhawk-ky.com>; Brandon Tyree <brandon@omnicommercialky.com>; Colin Wilkerson <cwilkerson@grayhawk-ky.com>; Andrew Parker <aparker@grayhawk-ky.com>
Cc: Jeffrey Weneck <jweneck@omnicommercialky.com>
Subject: RE: Black and Williams PR-9

Please prepare a Change Order proposal, specifying the prep methods required for you to attain warranty, using the requested methods/products forwarded from the architect.



Jacob Goble
Site Supervisor / PM | OMNI Commercial

M 859.894.2334 | P 859.254.0011
E jgoble@omnicommercialky.com

2025 Leestown Rd, Suite B, Lexington, KY 40511
omnicommercialky.com



GENERAL CONTRACTING | DESIGN-BUILD | CONSTRUCTION MANAGEMENT

From: Andrew Lee <alee@grayhawk-ky.com>
Sent: Friday, August 16, 2024 12:56 PM
To: Jacob Goble <jgoble@omnicommercialky.com>; Brandon Tyree

<brandon@omnicommercialky.com>; <cwilkerson@grayhawk-ky.com>; Andrew Parker
<aparker@grayhawk-ky.com>

Cc: Jeffrey Weneck <jweneck@omnicommercialky.com>

Subject: RE: Black and Williams PR-9

Importance: High

Jacob.

Your price for revised PR-9 to utilize 2" Exterior Insulation and Finish System in lieu of PAC CLAD will be \$37,500.00. Note, we will need to apply STO Gold Coat fluid applied air barrier to new CMU wall and mechanically fasten foam to new CMU to not void any warranties. It must be an applicable substrate. Let me know if this is approved, we will make up an official changer order/proposal. Thanks.

Thank you,



Andrew Lee, CEP
Senior Estimator

Grayhawk, LLC
2424 Merchant Street
Lexington, KY 40511

859-721-2446 **Direct**
859-953-8736 **Mobile**
859-255-2754 **Office**
859-259-0957 **Fax**
alee@grayhawk-ky.com
www.grayhawk-ky.com

From: Jacob Goble <jgoble@omnicommercialky.com>

Sent: Friday, August 16, 2024 8:57 AM

To: Andrew Lee <alee@grayhawk-ky.com>; Brandon Tyree <brandon@omnicommercialky.com>; Colin Wilkerson <cwilkerson@grayhawk-ky.com>; Andrew Parker <aparker@grayhawk-ky.com>

Cc: Jeffrey Weneck <jweneck@omnicommercialky.com>

Subject: RE: Black and Williams PR-9

Andrew P or Colin,

Can you provide an update on the EIFIS pricing as Andrew L is out of the office?

**Jacob Goble**

Site Supervisor / PM | OMNI Commercial

M 859.894.2334 | **P** 859.254.0011

E jgoble@omnicommercialky.com

2025 Leestown Rd, Suite B, Lexington, KY 40511
omnicommercialky.com



GENERAL CONTRACTING | DESIGN-BUILD | CONSTRUCTION MANAGEMENT

From: Jacob Goble

Sent: Friday, August 16, 2024 9:49 AM

To: Andrew Lee <alee@grayhawk-ky.com>; Brandon Tyree <brandon@omnicommercialky.com>;
cwilkerson@grayhawk-ky.com; Andrew Parker <aparker@grayhawk-ky.com>

Cc: Jeffrey Weneck <jweneck@omnicommercialky.com>

Subject: RE: Black and Williams PR-9

Andrew,
Any update on this?

**Jacob Goble**

Site Supervisor / PM | OMNI Commercial

M 859.894.2334 | **P** 859.254.0011

E jgoble@omnicommercialky.com

2025 Leestown Rd, Suite B, Lexington, KY 40511
omnicommercialky.com





GENERAL CONTRACTING | DESIGN-BUILD | CONSTRUCTION MANAGEMENT

From: Jacob Goble

Sent: Thursday, August 15, 2024 9:19 AM

To: Andrew Lee <alee@grayhawk-ky.com>; Brandon Tyree <brandon@omnicommercialky.com>;
cwilkerson@grayhawk-ky.com; Andrew Parker <aparker@grayhawk-ky.com>

Cc: Jeffrey Weneck <jweneck@omnicommercialky.com>

Subject: RE: Black and Williams PR-9

Andrew, see below additional information received from the architect. Please let me know when you can get this to me, with durations and lead time

- Color to be “152: Anthracite Coal” – integral color, no painted finish.
- They are to match the existing reveal pattern and step-outs at the top of wall. 1” insulation base layer with an additional 1” layer to create the reveal patterns and steps at the top of wall.

Thanks,



Jacob Goble

Site Supervisor / PM | OMNI Commercial

M 859.894.2334 | **P** 859.254.0011

E jgoble@omnicommercialky.com

2025 Leestown Rd, Suite B, Lexington, KY 40511
omnicommercialky.com



GENERAL CONTRACTING | DESIGN-BUILD | CONSTRUCTION MANAGEMENT

From: Jacob Goble <jgoble@omnicommercialky.com>
Sent: Tuesday, August 13, 2024 9:35 AM
To: Andrew Lee <alee@grayhawk-ky.com>; Brandon Tyree <brandon@omnicommercialky.com>;
cwilkerson@grayhawk-ky.com; Andrew Parker <aparker@grayhawk-ky.com>
Cc: Jeffrey Weneck <jweneck@omnicommercialky.com>
Subject: Re: Black and Williams PR-9

EOD Friday if possible

Get [Outlook for iOS](#)

From: Andrew Lee <alee@grayhawk-ky.com>
Sent: Tuesday, August 13, 2024 9:20:11 AM
To: Brandon Tyree <brandon@omnicommercialky.com>; Jacob Goble
<jgoble@omnicommercialky.com>; cwilkerson@grayhawk-ky.com <cwilkerson@grayhawk-ky.com>;
Andrew Parker <aparker@grayhawk-ky.com>
Cc: Jeffrey Weneck <jweneck@omnicommercialky.com>
Subject: RE: Black and Williams PR-9

Brandon,

When do you need this? Thanks.

Thank you,



Andrew Lee, CEP
Senior Estimator

Grayhawk, LLC
2424 Merchant Street
Lexington, KY 40511

859-721-2446 **Direct**
859-953-8736 **Mobile**
859-255-2754 **Office**
859-259-0957 **Fax**
alee@grayhawk-ky.com
www.grayhawk-ky.com

From: Brandon Tyree <brandon@omnicommercialky.com>
Sent: Tuesday, August 13, 2024 3:02 AM
To: Jacob Goble <jgoble@omnicommercialky.com>; Colin Wilkerson <cwilkerson@grayhawk-ky.com>;

Andrew Parker <aparker@grayhawk-ky.com>; Andrew Lee <alee@grayhawk-ky.com>
Cc: Jeffrey Weneck <jweneck@omnicommercialky.com>
Subject: Re: Black and Williams PR-9

Please make sure this is turn key pice for scope.

Sent from my T-Mobile 5G Device
Get [Outlook for Android](#)

From: Jacob Goble <jgoble@omnicommercialky.com>
Sent: Monday, August 12, 2024 12:07:49 PM
To: cwilkerson@grayhawk-ky.com <cwilkerson@grayhawk-ky.com>; Andrew Parker
(aparker@grayhawk-ky.com) <aparker@grayhawk-ky.com>; Andrew Lee <alee@grayhawk-ky.com>
Cc: Brandon Tyree <brandon@omnicommercialky.com>; Jeffrey Weneck
<jweneck@omnicommercialky.com>
Subject: Black and Williams PR-9

Grayhawk team,
Please see below pricing request from the owner as another option in lieu of the metal panel system previously requested.

1. **Grayhawk:** Revise per the following
 - a. Omit cost for metal sub-framing (Z-furring)
 - b. Omit cost for metal panel siding
 - c. Provide cost for installing E.I.F.S. system (basis of design is Dryvit "Outsulation Syste") directly over the new CMU per the following:
 - (2) layers of 1" EPS insulation board (typ per manuf.) – attach to CMU per manufacturer's recommendations
 - Integral color: Standard Color Selections
 - 'Sandblast' DPR Finishes - "Original" Aggregate Textured 100% Acrylic-Based Dirt Pickup Resistance Finishes
 - Standard + Panzer 15 reinforcing meshes

Please include lead times and durations along with your pricing.
Thanks,



Jacob Goble
Site Supervisor / PM | OMNI Commercial

M 859.894.2334 | **P** 859.254.0011
E jgoble@omnicommercialky.com

2025 Leestown Rd, Suite B, Lexington, KY 40511
omnicommercialky.com





GENERAL CONTRACTING | DESIGN-BUILD | CONSTRUCTION MANAGEMENT



BURNS PIPING INC.

MECHANICAL CONTRACTORS

COMMERCIAL * INDUSTRIAL
MAINTENANCE & REPAIR

3200 KNOB LICK ROAD, IRVINE, KY 40336 PHONE (606)726-0242

PROPOSAL

Date: 8/20/2024

OMNI CONSTRUCTION

PAGE 1 OF 1

ATT: JACOB

**RE: BLACK AND WILLIAMS NEIGHBORHOOD CENTER- CHANGE ORDER
REQUEST - 2**

DEAR SIR,

WE ARE PLEASED TO FURNISH OUR PROPOSAL FOR THE ABOVE-MENTIONED PROJECT.

- **WORK INCLUDED IN OUR PROPOSAL:**
 1. REMOVE ABOUT 2-3FT OF PIPE AND 90 FOR SHORING. THEN REROUTE AFTER SHORING IS DONE.
- **WORK NOT INCLUDED IN OUR PROPOSAL:**
 1. NO MAN LIFTS INCLUDED.
 2. ANYTHING NOT LISTED AS INCLUDED.

LUMP SUM TOTAL: \$1,490.00

Thank you for the opportunity of quoting. Feel free to call me with any questions. **CELL: 859-661-0567**

STACY BURNS

Date of Acceptance

Company

Authorized Signature

BURNS PIPING IS A (SBA) CERTIFIED HUBZONE CONTRACTOR



P.O. Box 12111 (40580)
2424 Merchant Street
Lexington, KY 40511

Request for Change

RFC Number: 6
Date: 08/23/2024

We hereby propose to make the following changes:

RFC 6 - Demo work in two front rooms - cutting drywall around joists.

*We need OMNI to layout the area in which they need demoed so we do only what is needed.

Exclusions:

- Patch and repair of existing drywall or metal.

To:

OMNI GENERAL CONTRACTING
PO BOX 34065
LEXINGTON, KY 40588

Project:

LFUCG BLACK & WILLIAMS
LEXINGTON, KY 40508

Requested By:	Phone:	E-mail:
Colin Wilkerson	(859) 721-2320	cwilkerson@grayhawk-ky.com

Recipients:	Phone:	E-mail:
Jacob Goble	(859) 251-0111	jgoble@omnicommercialky.com

Requested Change:	Change to Contract
Labor (4 Hours @ \$56.50/Hr)	\$ 226.00

RFC Total

\$ 226.00

Pricing is based upon conditions or documents provided by the date issued above and is valid until 08/30/2024. Any changes to jobsite conditions, which may include but are not limited to weather, unforeseen conditions, progress of other trades, accelerated scheduling, or out-of-sequence work may result in additional costs. Unless stated otherwise the price above does not include overtime or costs for shift differential. Acceptance of this RFC by verbal direction, signed authorization, or issuance of a Change Order constitutes the acceptance of this document and all terms and conditions contained herein.

Colin Wilkerson

Author

Grayhawk, LLC

Authorized Signature

OMNI GENERAL CONTRACTING

Date

Proposal Request

PR#: 010

Project: Black & Williams Community Center - Gymnasium Improvements

Date: September 13, 2024

The due date for this PR#10 shall be 9/20/24.

Each proposal shall have a full material and labor breakdown including OH&P of 15% maximum.

This proposal request does not indicate a notice-to-proceed for the work outlined below.

LFUCG has requested that Omni Commercial prepare a formal cost proposal to complete work associated with the following items, to alter the original project scope.

PR #10: Acoustic Wall Panel (Material + Labor for Install)

The following proposal request is being issued to procure pricing for the purchase and installation of (6) acoustic wall panels provided by Ketchum-Walton.

LFUCG has procured a proposal from Ketchum- Walton (see attached proposal) for the wall panel materials, but they will need to be purchased through Omni Commercial. Please reach out to **Parker Alboher at Ketchum-Walton** for an updated proposal with Omni Commercial listed as purchasing agent prior to formal submission of PR 10 pricing.

email: palboher@ketchum-walton.com

tel: (317) 985-4331

In-wall blocking has already been installed at the panel location.

See attached drawing for the panel types/locations.

PROPOSAL

DATE: 7/29/24

Quote good for 60 days

To: Josh Ives – General Services

Project: Black & Willams Gymnasium

Scope of Work: Furnish the products listed below

S-2100 high-impact/tackable acoustical panels

- Thickness 1 1/8
- (4) 36" x 84"
- Finish - Guilford fr701-2100 #721 lime
- Edge - hardened radius
- Mounting - impaling clips
- (2) 36" x 84"
- Finish - Guilford fr701-2100 #420 cobalt
- Edge - hardened radius
- Mounting - impaling clips

*** Lime fabric in stock now but we are waiting on our stock order of Cobalt to come in*

Excludes:

- Applicable taxes, permits, and fees
- Installation and Labor

MATERIAL AND FREIGHT: \$6,250.00

Commercial Notes:

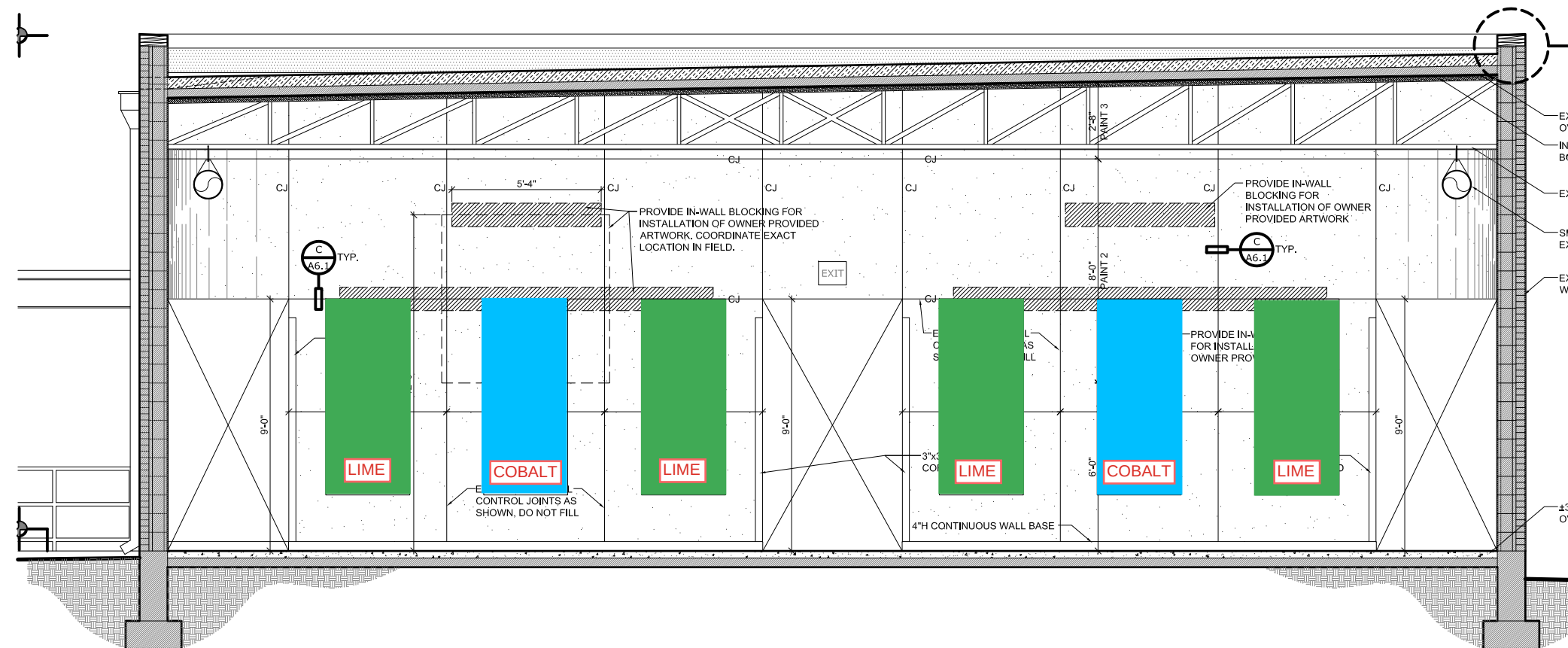
Terms:	Net 30 Days on approved credit. REQUIRED 20% deposit at the time of order. 30% at the time of approval/release to production. 50% upon shipment, net 30. Payments past due are subject to 1-1/2% per month. All major credit cards are accepted along with the addition of CC fees to the total paid on the CC of choice. ALL new customers are required to complete a credit application prior to order being placed.
Pricing:	Prices above are based on orders received within one (1) month of quote date and on shipments within three (3) months or order date. If order is released after the three (3) months of order date, pricing will need to be adjusted.
FOB:	Factory, with freight included in the above pricing, and material shipping at the same time <u>unless noted above</u> . If shipment must be split, extra Freight charges will be incurred. Freight pricing above is estimated. Price subject to change at time of order.
Shipping:	It is assumed to be to a commercial loading dock or tractor-trailer accessible location for removal with forklift or crane by others. Any visible damage to crates must be noted on shipping docs at the time of delivery and reported to Ketchum & Walton within 12 hrs. If product delivery is delayed or pushed out 90+ days after final approval of shop drawings, additional costs will be incurred.
Storage:	All crates are to be stored in a dry, flat, safe area. Failure to comply may void the material manufacturer's warranty.
Lead Time:	Panel Lead Time: 6-8 weeks for manufacturing. Lead time listed excludes factory holiday closures, any pandemic shutdowns due to COVID-19
Delivery:	Time can vary due to COVID-19. Faster delivery may be available at the time of release.
Submittals:	Shop drawings, product info, samples, and testing info are included. 2-3 weeks for completion of submittal ARO.
Sales Tax:	Sales tax has NOT been included. If this is a TAX EXEMPT project, please provide a Tax Exempt cert. with PO.
Labor:	Any labor quoted is based on regular hours. Any installation required outside regular hours will require an updated quote.
Cancellation:	If this quote is accepted, and then canceled for any reason, a cancellation fee of up to 100% can be incurred for work performed providing shop drawings, samples, production costs, administrative work, etc.

Until signed and returned by the buyer and received by the Seller at its offices, this document is merely a quotation of sales prices and a tender of service. This quotation is a firm offer for 30 days. Unless accepted in the same form as tendered, it shall be of no force or effect. If any of the terms herein contained are changed or modified in any manner, however slight, such changes or modifications shall be deemed a rejection hereof and shall constitute a counteroffer.

Parker J. Alboher
KENTUCKY

Tel: 317.985.2558 Fax: 513.489-4331 palboher@ketchum-walton.com www.ketchum-walton.com





Notes:

- Top of wall panels to align with the bottom of the horizontal control joint, as shown.
- Each wall panel to be centered between the vertical control joints, as shown.

Proposal Request #10
9/23/24



GENERAL CONTRACTING | DESIGN-BUILD | CONSTRUCTION MANAGEMENT

PR-10 PRICING

2025 Leestown Road, Suite B
Lexington, KY 40511

Phone (859) 254-0011

jgoble@omnicommercialky.com

DATE **September 24, 2024**
LFUC-Black and Williams Neighborhood Ctr

CUSTOMER LFUC-Black and Williams Neighborhood Ctr
498 Georgetown St Lexington KY 40509
Att: Daniel Thornberry

DESCRIPTION	TOTAL
Pricing to provide and install Acoustical Wall Panels per PR-10	
Valley Interior Systems quote to provide and install Ketchum & Walton Acoustical Panels specified by LFUCG/JEA	\$9,692.75
Note : Lead times can vary based on time of order, can range up to 6 weeks per K&W's proposal. OMNI and VIS are not responsible for delays to this work due to lead times.	
Change Order Amount	\$9,692.75
GC Mark-Up	\$ 1,163.13
Bond Fee	\$ 290.78
TOTAL AMOUNT OF THIS CHANGE ORDER	\$ 11,146.66
Original Contract Amount	\$ 1,319,588.00
Contract Amount with Previous Change Orders	\$ 1,478,434.11
Total Contract Amount with Change Orders	\$ 1,489,580.77

Jacob Goble

9/24/2024

Authorized by: Daniel Thornberry

Date

Authorized by: Jacob Goble, Project Manager

Date



Valley Interior Systems, Inc.
100 Mercer Court, Suite 110
Lexington, KY 40511

www.valleyinteriorsystems.com

PROPOSAL

PROPOSAL SUBMITTED TO			PHONE	-	BID DATE
Omni Commercial			FAX	-	9/20/204
			EMAIL	-	
JOB NAME			JOB LOCATION		
Black & Williams Gymnasium Sound Panels			Lexington KY		
ARCHITECT	DATE OF PLANS		PREVAILING WAGE	SALES TAX	MBE/EDGE
N/A	Base Bid	N/A	No	Yes	No
	Addenda	N/A			

Project Specifications (As applies to Scope)		
	Not Applicable at this time.	

TOTAL BASE BID	\$ 9,692.75
-----------------------	--------------------

Line Item Breakouts			
Ketchum and Walton Material Quote	Included	\$	6,250.00
Installation and Labor	Included	\$	1,800.00
Taxes, permits, and fees	Included	\$	375.00
	Sub Total	\$	8,425.00
Overhead and Profit (15%)	Included	\$	1,267.75

QUALIFICATIONS	
General - Clean Up Provided to Dumpsters provided by others. - Assumes all work to be completed during normal working hours. - Includes all Interior lifts and scaffolding needed to complete scope of work.	
Sound Panels - Furnish and Install S-2100 high-impact/tack able acoustical panels. - Thickness 1-1/8" (4) 36"x84" Finish - Guilford fr701-2100 #721 Lime (2) 36"x84" Finish - Guilford fr701-2100 #420 Cobalt - Includes edge - hardened radius - Includes Mounting -impaling clips	

EXCLUSIONS	
- Assumes there are no penetrations through the panels - Excludes any caulking / joint treatments, etc.	

This proposal is valid for (45) forty-five days and void thereafter. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control.

BID SUBMITTED BY		Chase Aitkin	
Signature:		Chase Aitkin	
PHONE	859-469-8088	EMAIL	caitkin@buildwithvalley.com
FAX	859-523-9206	CELL	859-351-2637

Proposal Request

PR#: 010

Project: Black & Williams Community Center - Gymnasium Improvements

Date: September 13, 2024

The due date for this PR#10 shall be 9/20/24.

Each proposal shall have a full material and labor breakdown including OH&P of 15% maximum.

This proposal request does not indicate a notice-to-proceed for the work outlined below.

LFUCG has requested that Omni Commercial prepare a formal cost proposal to complete work associated with the following items, to alter the original project scope.

PR #10: Acoustic Wall Panel (Material + Labor for Install)

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LFUCG has procured a proposal from Ketchum- Walton (see attached proposal) for the wall panel materials, but they will need to be purchased through Omni Commercial. Please reach out to **Parker Alboher at Ketchum-Walton** for an updated proposal with Omni Commercial listed as purchasing agent prior to formal submission of PR 10 pricing.

email: palboher@ketchum-walton.com

tel: ~~(317) 985-4331~~ 317-985-2558

In-wall blocking has already been installed at the panel location.

See attached drawing for the panel types/locations.

PROPOSAL

DATE: 7/29/24

Quote good for 60 days

To: Chase Aitkin

Project: Black & Willams Gymnasium

Scope of Work: Furnish the products listed below

S-2100 high-impact/tackable acoustical panels

- Thickness 1 1/8
- (4) 36" x 84"
- Finish - Guilford fr701-2100 #721 lime
- Edge - hardened radius
- Mounting - impaling clips
- (2) 36" x 84"
- Finish - Guilford fr701-2100 #420 cobalt
- Edge - hardened radius
- Mounting - impaling clips

*** Lime fabric in stock now but we are waiting on our stock order of Cobalt to come in*

Excludes:

- Applicable taxes, permits, and fees
- Installation and Labor

MATERIAL AND FREIGHT: \$6,250.00

Commercial Notes:

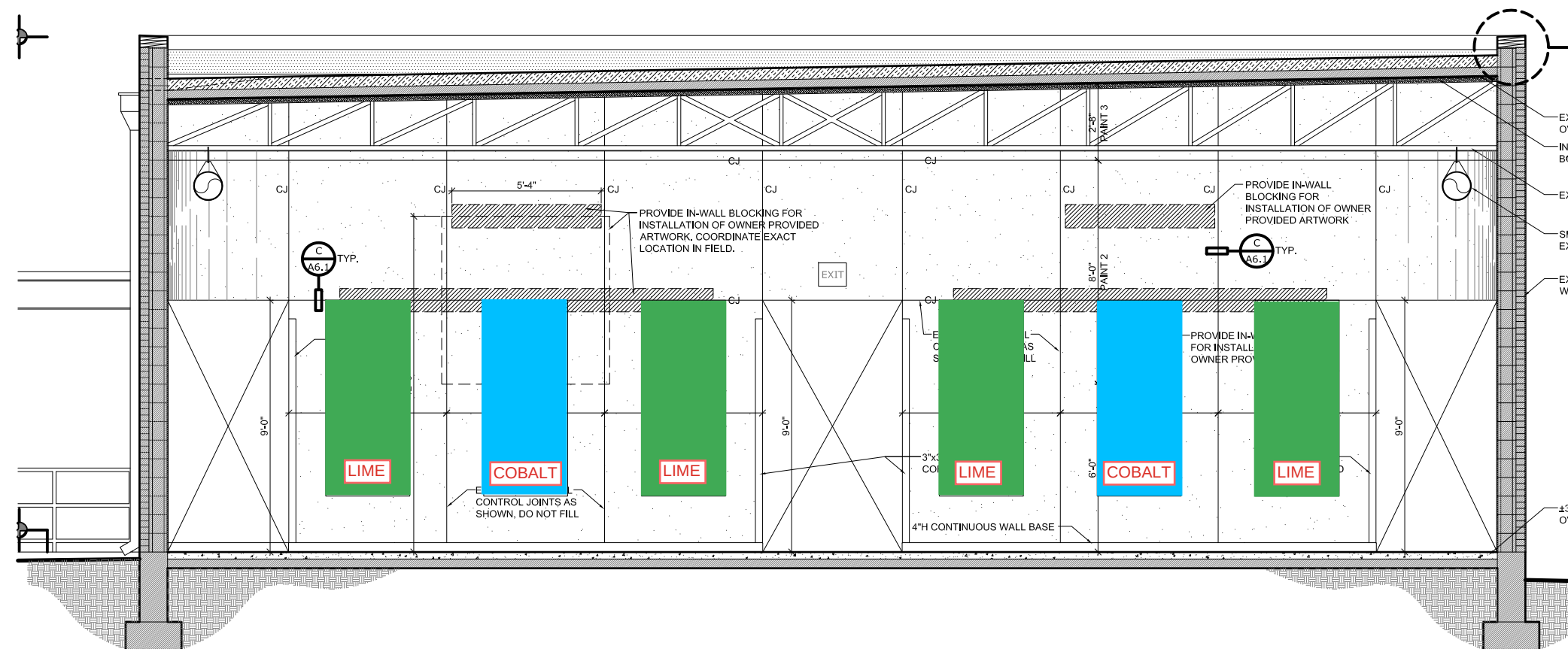
Terms:	Net 30 Days on approved credit. REQUIRED 20% deposit at the time of order. 30% at the time of approval/release to production. 50% upon shipment, net 30. Payments past due are subject to 1-1/2% per month. All major credit cards are accepted along with the addition of CC fees to the total paid on the CC of choice. ALL new customers are required to complete a credit application prior to order being placed.
Pricing:	Prices above are based on orders received within one (1) month of quote date and on shipments within three (3) months or order date. If order is released after the three (3) months of order date, pricing will need to be adjusted.
FOB:	Factory, with freight included in the above pricing, and material shipping at the same time <u>unless noted above</u> . If shipment must be split, extra Freight charges will be incurred. Freight pricing above is estimated. Price subject to change at time of order.
Shipping:	It is assumed to be to a commercial loading dock or tractor-trailer accessible location for removal with forklift or crane by others. Any visible damage to crates must be noted on shipping docs at the time of delivery and reported to Ketchum & Walton within 12 hrs. If product delivery is delayed or pushed out 90+ days after final approval of shop drawings, additional costs will be incurred.
Storage:	All crates are to be stored in a dry, flat, safe area. Failure to comply may void the material manufacturer's warranty.
Lead Time:	Panel Lead Time: 6-8 weeks for manufacturing. Lead time listed excludes factory holiday closures, any pandemic shutdowns due to COVID-19
Delivery:	Time can vary due to COVID-19. Faster delivery may be available at the time of release.
Submittals:	Shop drawings, product info, samples, and testing info are included. 2-3 weeks for completion of submittal ARO.
Sales Tax:	Sales tax has NOT been included. If this is a TAX EXEMPT project, please provide a Tax Exempt cert. with PO.
Labor:	Any labor quoted is based on regular hours. Any installation required outside regular hours will require an updated quote.
Cancellation:	If this quote is accepted, and then canceled for any reason, a cancellation fee of up to 100% can be incurred for work performed providing shop drawings, samples, production costs, administrative work, etc.

Until signed and returned by the buyer and received by the Seller at its offices, this document is merely a quotation of sales prices and a tender of service. This quotation is a firm offer for 30 days. Unless accepted in the same form as tendered, it shall be of no force or effect. If any of the terms herein contained are changed or modified in any manner, however slight, such changes or modifications shall be deemed a rejection hereof and shall constitute a counteroffer.

Parker J. Alboher
KENTUCKY

Tel: 317.985.2558 Fax: 513.489-4331 palboher@ketchum-walton.com www.ketchum-walton.com





RESOLUTION NO. _____ - 2024

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE CHANGE ORDER NO. THREE (3) TO THE CONTRACT WITH OMNI COMMERCIAL, LLC, FOR THE GYMNASIUM IMPROVEMENTS PROJECT, INCREASING THE CONTRACT AMOUNT BY \$101,112.22 AND RAISING THE TOTAL CONTRACT AMOUNT FROM \$1,478,434.11 TO \$1,579,546.33, WITH A FIFTY-SIX (56) CALENDAR DAY CHANGE TO THE CONSTRUCTION CONTRACT TIME.

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. Three (3), which is attached hereto and incorporated herein by reference, to the Contract with Omni Commercial, LLC, for the Gymnasium Improvements Project, increasing the contract amount by \$101,112.22, and raising the total contract amount from \$1,478,434.11 to \$1,579,546.33, with a fifty-six (56) calendar day change to the construction contract time.

Section 2 – That an amount, not to exceed the sum of \$101,112.22 be and hereby is approved for payment to Omni Commercial, LLC from account # 3230-707201-91012 (\$63,852.87), and account # 1105-707201-91012 (\$37,259.35), pursuant to the terms of Change Order No. 3.

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

RESOLUTION NO. 569 - 2024

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE CHANGE ORDER NO. THREE (3) TO THE CONTRACT WITH OMNI COMMERCIAL, LLC, FOR THE GYMNASIUM IMPROVEMENTS PROJECT, INCREASING THE CONTRACT AMOUNT BY \$101,112.22 AND RAISING THE TOTAL CONTRACT AMOUNT FROM \$1,478,434.11 TO \$1,579,546.33, WITH A FIFTY-SIX (56) CALENDAR DAY CHANGE TO THE CONSTRUCTION CONTRACT TIME.

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. Three (3), which is attached hereto and incorporated herein by reference, to the Contract with Omni Commercial, LLC, for the Gymnasium Improvements Project, increasing the contract amount by \$101,112.22, and raising the total contract amount from \$1,478,434.11 to \$1,579,546.33, with a fifty-six (56) calendar day change to the construction contract time.

Section 2 – That an amount, not to exceed the sum of \$101,112.22 be and hereby is approved for payment to Omni Commercial, LLC from account # 3230-707201-91012 (\$63,852.87), and account # 1105-707201-91012 (\$37,259.35), pursuant to the terms of Change Order No. 3.

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

PASSED URBAN COUNTY COUNCIL: November 14, 2024


MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL



Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 1094-24

File ID: 1094-24

Type: Resolution

Status: Approved

Version: 1

Contract #:

In Control: Urban County
Council

File Created: 10/28/2024

File Name: Easement acquisition for the Merrick Trunk Sewer
Project

Final Action: 11/21/2024

Title: A Resolution amending Resolution No. 312-2023, authorizing the acceptance of deeds for property interests needed for the Merrick Trunk Sewer Project, a Remedial Measures Project required by the Consent Decree, increasing the cost of acquisition of easements by the sum of \$62,000, from \$58,000 to \$120,000. [Div. of Water Quality, Martin]

Notes: 1010 Castleton Way SAF in CCO.

Sponsors:

Enactment Date: 11/21/2024

Attachments: Amendment of Res No.312-2023, Merrick Trunk
Map, RESO 1094-24- Amend Res 312-2023
increasing costs for Merrick Trunk 4893-5910-7833
v.1.docx, R-584-2024, Deed #8617

Enactment Number: R-584-2024

Deed #: 8617, 8619

Hearing Date:

Drafter: Dane Grant

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	11/12/2024	Approved and Referred to Docket	Urban County Council	11/14/2024		Pass
1	Urban County Council	11/14/2024	Received First Reading	Urban County Council	11/21/2024		
1	Urban County Council	11/21/2024	Approved				Pass

Text of Legislative File 1094-24

Title

A Resolution amending Resolution No. 312-2023, authorizing the acceptance of deeds for property interests needed for the Merrick Trunk Sewer Project, a Remedial Measures Project required by the Consent Decree, increasing the cost of acquisition of easements by the sum of \$62,000, from \$58,000 to \$120,000. [Div. of Water Quality, Martin]

Summary

Authorization to amend Resolution No. 312-2023 to increase the easement acquisition Budget by \$62,000.00 for the Merrick Trunk Sewer Project from \$58,000.00 to \$120,000.00 for the purchase of necessary permanent and temporary easements. Funds are Budgeted. (L1094-24) (Martin/Albright)

Budgetary Implications [select]: Yes

Advance Document Review:

Law: Yes/ Completed by [Evan Thompson, 10/25/2024]}

Risk Management: No

Fully Budgeted [select]: Yes

Account Number: 4003 303408 3466 92811

This Fiscal Year Impact: \$ 120,000.00

Annual Impact: \$0

Project: WHEMERRICK_RMP

Activity: CONSENT_DE

Budget Reference: 2023

Current Balance: \$9,625,254.19



TO: Mayor Linda Gorton
Urban County Council

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

DATE: October 25, 2024

SUBJECT: Amendment of Resolution No. 312-2023, Easement Acquisitions for the Merrick Trunk Sewer Consent Decree Project (Remedial Measures Project No. WH-7)

Request

The purpose of this memorandum is to request amendment of Resolution No. 312-2023, increasing the easement acquisition budget by \$62,000.00 for the Merrick Trunk Sewer Project from \$58,000.00 to \$120,000.00.

Purpose of Request

Resolution No. 312-2023 provided funding for the purchase of permanent and temporary easements necessary for the Merrick Trunk Sewer Project. This recommended increase to Resolution No. 312-2023 is the result of further negotiations with six relevant property owners and to add three essential parcels to the project.

Project Cost in FY25 and Future Budget Years

The cost to acquire the necessary easements will not exceed \$120,000.00.

Are Funds Budgeted

The funds are budgeted in the following account:

<u>FUND</u>	<u>DEPT ID</u>	<u>SECT</u>	<u>ACCT</u>	<u>PROJECT</u>	<u>ACTIVITY</u>	<u>BUD REF</u>
4003	303408	3466	92811	WHEMERRICK_RMP	CONSENT_DE	2023

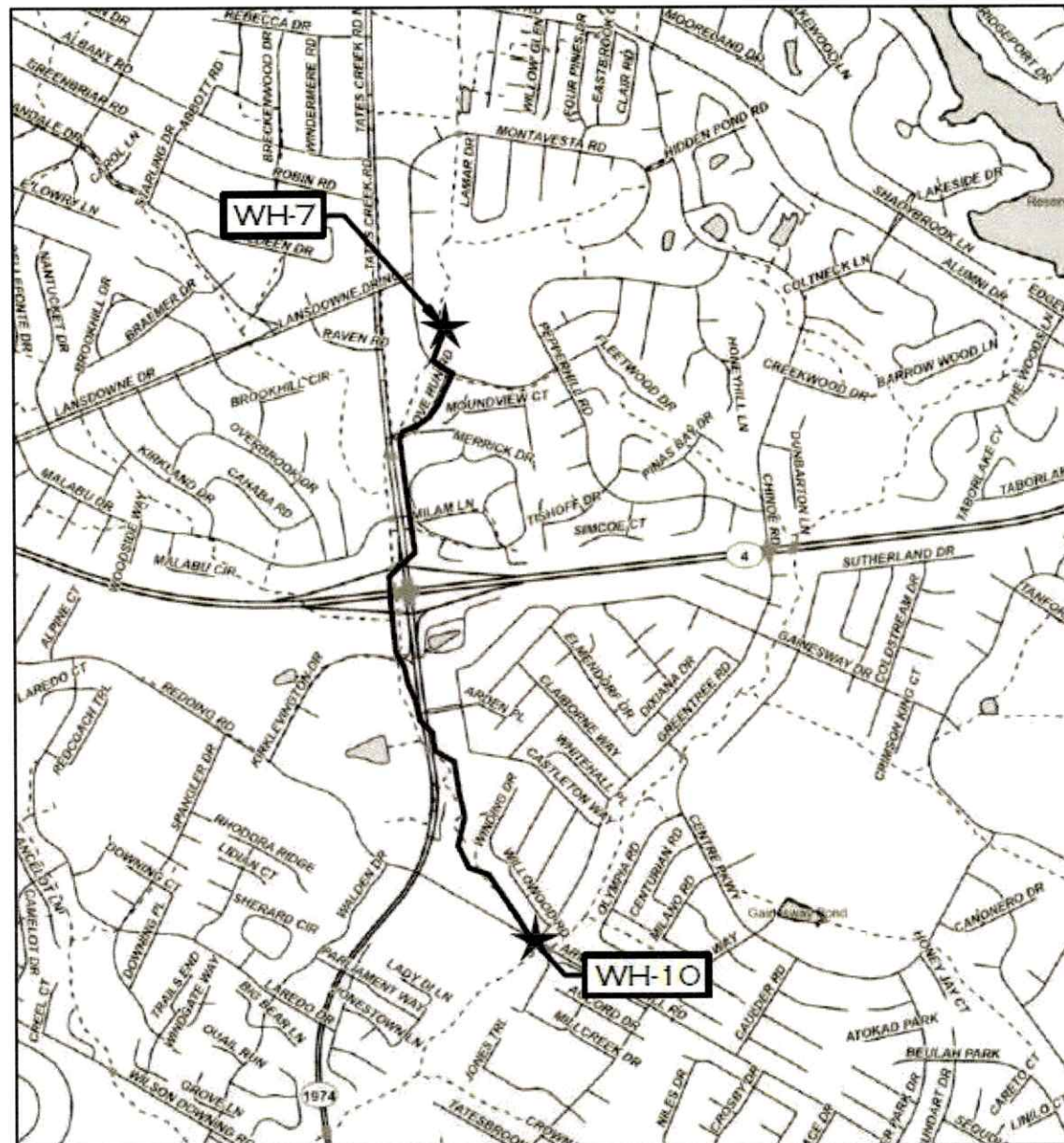
Director / Commissioner

Martin / Albright



Merrick Trunk Sewer (RMP Project No. WH-7)

Project Location Map



RESOLUTION NO. _____ - 2024

A RESOLUTION AMENDING RESOLUTION NO. 312-2023, AUTHORIZING THE ACCEPTANCE OF DEEDS FOR PROPERTY INTERESTS NEEDED FOR THE MERRICK TRUNK SEWER PROJECT, A REMEDIAL MEASURES PROJECT REQUIRED BY THE CONSENT DECREE, INCREASING THE COST OF ACQUISITION OF EASEMENTS BY THE SUM OF \$62,000.00, FROM \$58,000.00 TO \$120,000.00.

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

Section 1 – That Section 1 of Resolution No. 312-2023 be and hereby is amended to read as follows:

That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute certificates of consideration and other necessary documents, and to accept deeds from owners of record, for property interests needed for the Merrick Trunk Sewer Project, a Remedial Measures Project required by the Consent Decree, at a cost not to exceed \$120,000.00.

Section 2 – That Section 2 of Resolution No. 312-2023 be and hereby is amended to read as follows:

That an amount, not to exceed the sum of \$120,000.00, be and hereby is approved for payment to property owners, plus usual and appropriate closing costs, all from account # 4003-303408-3466-92811, at the time of closing.

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

RESOLUTION NO. 584 - 2024

A RESOLUTION AMENDING RESOLUTION NO. 312-2023, AUTHORIZING THE ACCEPTANCE OF DEEDS FOR PROPERTY INTERESTS NEEDED FOR THE MERRICK TRUNK SEWER PROJECT, A REMEDIAL MEASURES PROJECT REQUIRED BY THE CONSENT DECREE, INCREASING THE COST OF ACQUISITION OF EASEMENTS BY THE SUM OF \$62,000.00, FROM \$58,000.00 TO \$120,000.00.

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

Section 1 – That Section 1 of Resolution No. 312-2023 be and hereby is amended to read as follows:

That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute certificates of consideration and other necessary documents, and to accept deeds from owners of record, for property interests needed for the Merrick Trunk Sewer Project, a Remedial Measures Project required by the Consent Decree, at a cost not to exceed \$120,000.00.

Section 2 – That Section 2 of Resolution No. 312-2023 be and hereby is amended to read as follows:

That an amount, not to exceed the sum of \$120,000.00, be and hereby is approved for payment to property owners, plus usual and appropriate closing costs, all from account # 4003-303408-3466-92811, at the time of closing.

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

PASSED URBAN COUNTY COUNCIL: November 21, 2024

MAYOR

Rinda Gorton

ATTEST:

Abigail

CLERK OF URBAN COUNTY COUNCIL

FAYETTE CO, KY FEE \$59.00

SUSAN LAMB
COUNTY CLERK

PRESENTED/LODGED: 04/08/2025 02:13:56 PM

BOBBIE MARSTELLA, DEPUTY CLERK 202504080189

BK: DB 4124

PG: 599-606



TEMPORARY CONSTRUCTION EASEMENT

This **TEMPORARY CONSTRUCTION EASEMENT** is made and entered into this the 1st day of April, 2025, by and between **JENNIFER CHRISTMANN**, a single person, 1010 Castleton Way, Lexington, Kentucky 40517, which is the in-care of mailing and also tax mailing address for the current year ("Grantor"), and **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, 200 East Main Street, Lexington, Kentucky 40507, ("Grantee").

WITNESSETH:

That for and in consideration of the sum of **FIVE HUNDRED DOLLARS AND 00/100 (\$500.00)**, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, said Grantor has **BARGAINED** and **SOLD** and does hereby **GIVE, GRANT** and **CONVEY** unto the Grantee, its successors and assigns, temporary right to excavate, grade, construct, alter, re-grade and perform

Return to:
Cynthia Cannon-Ferguson
LFUCG, Dept. of Law, 11th Floor
200 East Main Street
Lexington, KY 40507

related work for the purpose of sanitary sewer improvements and construction, maintenance and relocation through and across the following tract of land located in the confines of Lexington, Fayette County, Kentucky, depicted on the attached Exhibit "A", and more particularly described as follows, to wit:

Temporary Construction Easement
Merrick Trunk Sewer
Improvement Project
(a portion of 1010 Castleton Way)

All that tract or parcel of land situated at the rear of 1010 Castleton Way in Lexington, Fayette County, Kentucky, being more fully described and bounded as follows, to-wit:

BEGINNING, at the common corner at the rear of Jennifer Christmann (1010 Castleton Way, Deed Book 2773, Page 104) and Colin E. Peets and Tracy L. Peets (1008 Castleton Way, Deed Book 2272, Page 35) and in the east line of B & D Investments, LLC (3508 Tate's Creek Road, Deed Book 3601, Page 5), said point having NAD 83 Kentucky State Plane North Zone (2011) coordinates of North 177,047.81 and East 1,570,291.76;

Thence leaving said B & D Investments and with said Peets, North 43°55'27" East, 7.67 feet to the **TRUE POINT OF BEGINNING** in the east line of an existing 12-foot wide utility easement (Plat Cabinet D, Slide 110), said point having NAD 83 Kentucky State Plane North Zone (2011) coordinates of North 177,053.34 and East 1,570,297.08;

Thence leaving said utility easement and continuing with said Peets, North 43°55'27" East, 14.91 feet to a point;

Thence leaving said Peets for three (3) new lines through the lands of said Christmann:

1. South 08°16'17" East, 73.55 feet to a point in the north line of an existing 12-foot wide utility easement (Plat Cabinet D, Slide 590),
2. With said utility easement, North 86°32'33" West, 12.84 feet to a point in the line with said utility easement (Plat Cabinet C, Slide 110),

3. With said utility easement (Plat Cabinet C, Slide 110), North 07°32'33" West, 61.80 feet to the **TRUE POINT OF BEGINNING**; and,

The above-described parcel contains 822 square feet or 0.02 Acres, more or less of temporary construction easement; and

Being a portion of the property conveyed to Jennifer Christmann, a single person, by Deed dated November 30, 2007, of record in Deed Book 2773, Page 104, in the Fayette County Clerk's Office.

TO HAVE AND TO HOLD said easement together with all rights, appurtenances, and improvements thereunto belonging unto said Grantee, its successors and assigns, for the purposes and uses herein designated.

The above-described temporary construction easement runs with the land for the duration of the improvement project and is binding upon the successors and assigns of the Grantor. The temporary construction easement shall take effect upon the commencement of construction of the project and will expire upon the completion of the project, or maintenance thereof.

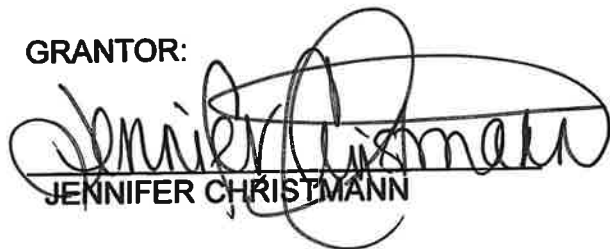
Grantor does hereby release and relinquish unto the Grantee, its successors and assigns forever, all of the their right, title, and interest in and to the property to the extent of the interest conveyed herein, including all exemptions allowed by law, and does hereby covenant to and with the Grantee, its successors and assigns forever, that she is lawfully seized in fee simple of said property and has good right to sell and convey the same as herein done, and that she will **WARRANT GENERALLY** said title.

The obtaining of this easement was authorized by Resolution 312-2023, passed by the Lexington-Fayette Urban County Council on June 15, 2023, and amended Resolution 584-2024, passed by the Lexington-Fayette Urban County Council on November 21, 2024. Pursuant to KRS 382.135(2)(a), this temporary construction

easement, which pertains to a public utility, need not contain a statement of consideration.

IN TESTIMONY WHEREOF, the Grantor has signed this Temporary Construction Easement, this the day and year first above written.

GRANTOR:


JENNIFER CHRISTMANN

STATE OF FLORIDA

)

COUNTY OF ORANGE

)

)

This instrument was acknowledged, subscribed and sworn to before me by Jennifer Christmann, a single person, on this the ____ day of _____, 2025.

Notary Public, Florida, State-at-Large

My Commission Expires: ____/____/____

State of Florida Acknowledgement Notary Certificate

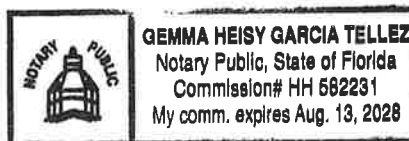
STATE OF FLORIDA

COUNTY OF Orange

On April 1st, 2025, before me, Gemma H. Garcia Tellez, a notary public, personally appeared by physical presence, Jennifer Christmann who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the attached Temporary Construction Easement [name of document] instrument and acknowledged to me that that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or entity upon behalf of which the person(s) acted executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State listed above that the foregoing paragraph is true and correct. WITNESS my hand and official seal.

Personally known ORProduced identification ☒ Type of identification produced: Kentucky Driver License


(Signature of notary public)

My commission expires: Aug 13, 2028

Official Seal

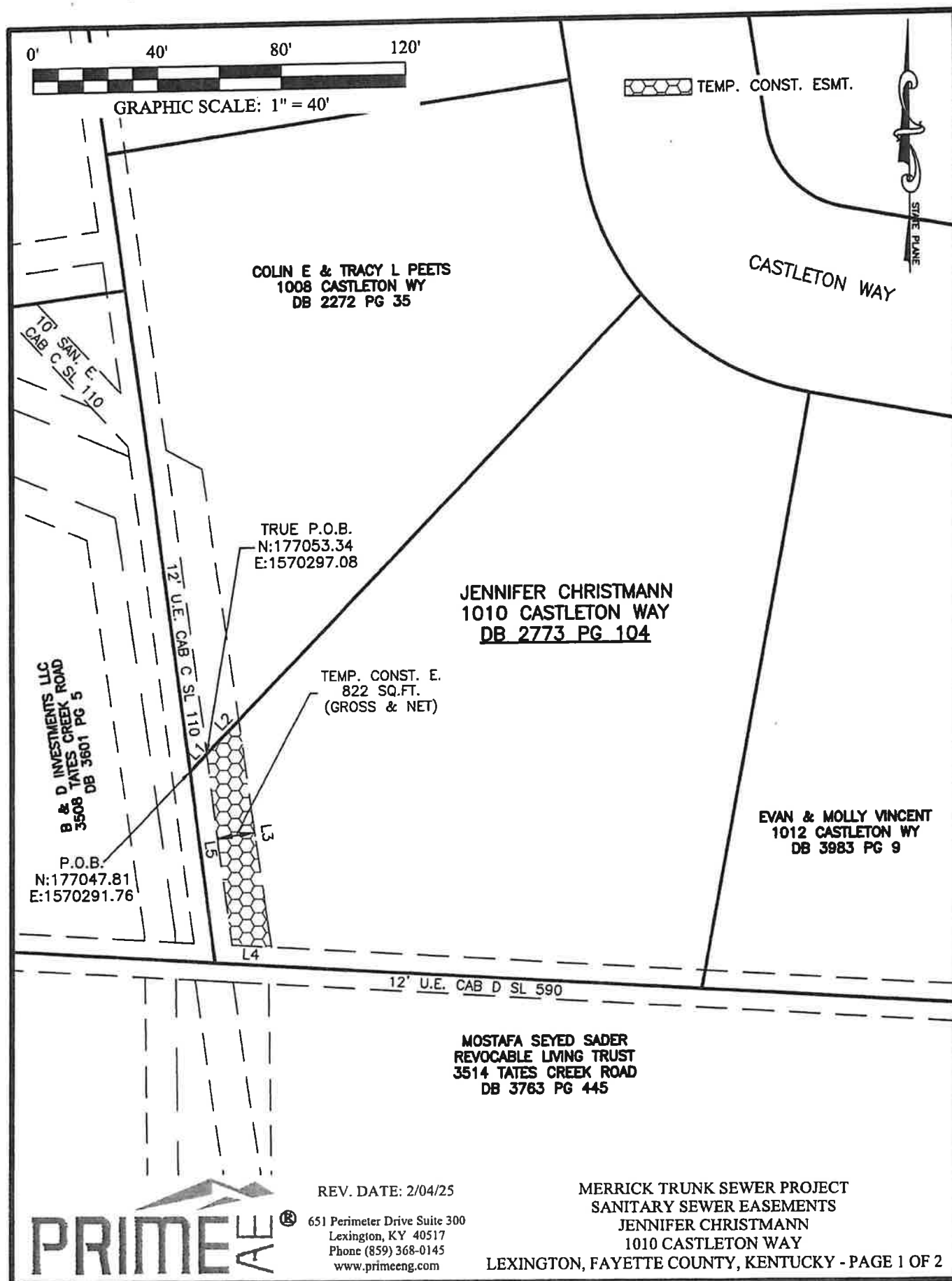
PREPARED BY:



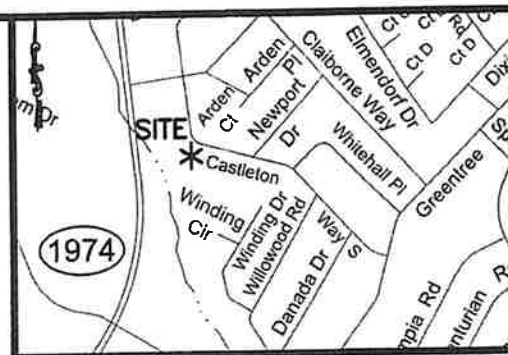
Tiffany Amber Holskey,
Attorney

Lexington-Fayette Urban
County Government
Department of Law, 11th Floor
200 East Main Street
Lexington, Kentucky 40507
(859) 258-3500

4929-5894-6596, v. 1



LINE	BEARING	DISTANCE
L1	N 43°55'27" E	7.67'
L2	N 43°55'27" E	14.91'
L3	S 08°16'17" E	73.55'
L4	N 86°32'33" W	12.84'
L5	N 07°32'33" W	61.80'



VICINITY MAP N.T.S.

EX. PERM ESMT.=N/A
 PROP. PERM. ESMT.=N/A

PROP. TEMP. ESMT.(GROSS)=822 SQ.FT.
PROP. TEMP. ESMT.(NET)=822 SQ.FT.

LAND SURVEYOR'S CERTIFICATE:

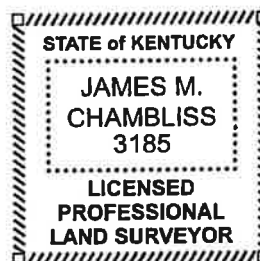
THE PROPERTY LINES SHOWN ON THIS EASEMENT EXHIBIT ARE BASED ON DEED AND/OR RECORD PLAT DATA FROM THE FAYETTE COUNTY CLERK'S OFFICE. THIS EXHIBIT DOES NOT REPRESENT A BOUNDARY SURVEY AS DESCRIBED IN 201 KAR 18:150 AND PRIME AE GROUP HAS NOT PERFORMED A BOUNDARY SURVEY FOR THE PURPOSES OF THIS EXHIBIT. THIS EXHIBIT IS NOT INTENDED TO BE USED FOR LAND TRANSFER.

James M. Chambliss, PLS

Digitally signed by James M. Chambliss,
 PLS
 Date: 2025.03.05 09:06:57 -05'00'

JAMES M. CHAMBLISS, PLS 3185

DATE



REV. DATE: 2/04/25

651 Perimeter Drive Suite 300
 Lexington, KY 40517
 Phone (859) 368-0145
 www.primeeng.com

MERRICK TRUNK SEWER PROJECT
 SANITARY SEWER EASEMENTS
 JENNIFER CHRISTMANN
 1010 CASTLETON WAY

LEXINGTON, FAYETTE COUNTY, KENTUCKY - PAGE 2 OF 2



Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 1099-24

File ID: 1099-24

Type: Ordinance

Status: Approved

Version: 1

Contract #:

In Control: Urban County
Council

File Created: 10/29/2024

File Name: 25-0023- Extend Positions- Fire and Emergency
Services

Final Action: 11/21/2024

Title: An Ordinance amending the authorized strength by extending the term of two (2) unclassified positions of Overdose Prevention Coordinator, Grade 519N, to be renewed through June 30, 2025, in the Div. of Fire and Emergency Services, effective upon passage of Council. [Div. of Fire and Emergency Services, Wells]

Notes:

Sponsors:

Enactment Date: 11/21/2024

Attachments: Bluesheet Memo 25-0023, RESO 1099-24 Extend
overdose prevention specialist 4864-8619-9542
v.1.doc, O-127-2024

Enactment Number: O-127-2024

Deed #:

Hearing Date:

Drafter: Alana Morton

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	11/12/2024	Approved and Referred to Docket	Urban County Council	11/14/2024		Pass
1	Urban County Council	11/14/2024	Received First Reading	Urban County Council	11/21/2024		
1	Urban County Council	11/21/2024	Approved				Pass

Text of Legislative File 1099-24

Title

An Ordinance amending the authorized strength by extending the term of two (2) unclassified positions of Overdose Prevention Coordinator, Grade 519N, to be renewed through June 30, 2025, in the Div. of Fire and Emergency Services, effective upon passage of Council. [Div. of Fire and Emergency Services, Wells]

Summary

Authorization to extend two (2) unclassified positions of Overdose Prevention Coordinator (Grade 519N) to be renewed through June 30, 2025, in the Division of Fire and Emergency Services, effective upon passage of Council. Funds approved in the FY 2025 Budget process.

(L1099-24) (George/Hamilton)

Budgetary Implications [select]: Yes

Advance Document Review:

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

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

Fully Budgeted [select]: Yes

Account Number:

This Fiscal Year Impact: \$

Annual Impact: \$

Project:

Activity:

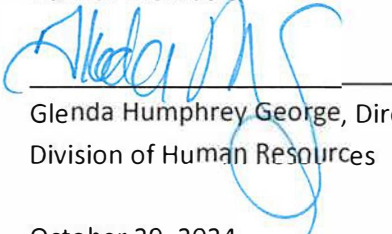
Budget Reference:

Current Balance:



M E M O R A N D U M

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

FROM: 
Glenda Humphrey George, Director
Division of Human Resources

DATE: October 29, 2024

SUBJECT: Extend Position – Division of Fire and Emergency Services

Request:

The attached is requesting authorization to extend two (2) unclassified positions of Overdose Prevention Coordinator (Grade 519N) to be renewed through June 30, 2025, in the Division of Fire and Emergency Services, effective upon passage of Council.

Why are you requesting?

To ensure continuity of service and to continue to provide the highest quality care to the residents of Lexington-Fayette County.

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

These positions are included in the FY 25 budget from account 1101-505701-5701-63121

File Number: 1099-24

Director/Commission: Glenda Humphrey George/Sally Hamilton

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



ORDINANCE NO. _____ - 2024

AN ORDINANCE AMENDING THE AUTHORIZED STRENGTH BY EXTENDING THE TERM OF TWO (2) UNCLASSIFIED POSITIONS OF OVERDOSE PREVENTION COORDINATOR, GRADE 519N, TO BE RENEWED THROUGH JUNE 30, 2025, IN THE DIVISION OF FIRE AND EMERGENCY SERVICES, EFFECTIVE UPON PASSAGE OF COUNCIL.

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

Section 1 – That two (2) positions of Overdose Prevention Specialist, Grade 519N, are extended, to be renewed through June 30, 2025, within the Division of Fire and Emergency Services.

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

PASSED URBAN COUNTY COUNCIL:

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL
Published:

ORDINANCE NO. 127 - 2024

AN ORDINANCE AMENDING THE AUTHORIZED STRENGTH BY EXTENDING THE TERM OF TWO (2) UNCLASSIFIED POSITIONS OF OVERDOSE PREVENTION COORDINATOR, GRADE 519N, TO BE RENEWED THROUGH JUNE 30, 2025, IN THE DIVISION OF FIRE AND EMERGENCY SERVICES, EFFECTIVE UPON PASSAGE OF COUNCIL.

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

Section 1 – That two (2) positions of Overdose Prevention Specialist, Grade 519N, are extended, to be renewed through June 30, 2025, within the Division of Fire and Emergency Services.

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

PASSED URBAN COUNTY COUNCIL: November 21, 2024

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

Published: November 29, 2024-1t



Lexington-Fayette Urban County Government Master

200 E. Main St
Lexington, KY 40507

File Number: 1100-24

File ID: 1100-24

Type: Ordinance

Status: Removed From
Docket

Version: 1

Contract #:

In Control: Urban County
Council

File Created: 10/29/2024

File Name: 25-0022- FLSA Change from Exempt to Non-Exempt

Final Action: 11/21/2024

Title: An Ordinance amending the authorized strength by abolishing and creating positions in order to conform to the Fair Labor Standards Act (FLSA), changing the following positions: eight (8) positions of Social Services Worker in the Divs. of Aging & Disability Services, Youth Services, Community & Resident Services, and Family services; one (1) position of Emergency Planning Coordinator in the Div. of Emergency Management; three (3) positions of Extended School Program Coordinator in the Div. of Parks & Recreation; three (3) positions of Procurement Officer in the Div. of Procurement; four (4) positions of Social Worker Senior in the Divs. of Youth Services, Aging & Disability Services and Family Services; five (5) positions of Information Officer in the Divs. of Government Communications, Emergency Management, and Council Office; one (1) position of Technical Specialist Senior in the Div. of Computer Services; one (1) position of Safety Specialist in the Div. of Water Quality; one (1) position of Community Reentry Coordinator in the Div. of Community Corrections; two (2) positions of Certified Social Worker in the Div. of Youth Services; three (3) positions of Historic Preservation Specialist in the Div. of Historic Preservation; two (2) positions of Safety/Loss Control Specialist in the Div. of Human Resources; and one (1) position of Pump Station Supervisor in the Div. of Water Quality; thereby changing the Fair Labor Standards Act (FLSA) status of the positions from exempt to non-exempt; transferring all incumbents to the non-exempt position; and converting the biweekly salary of all incumbents to an hourly rate of pay, effective December 30, 2024 [Div. of Human Resources, George]

Notes:

Sponsors:

Enactment Date:

Attachments: Bluesheet Memo 25-0022, From to 25-0022, ORD
1100-24 FLSA 12 different divisions 4890-9282-7638
v.1.docx

Enactment Number:

Deed #:

Hearing Date:

Drafter: Alana Morton

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	11/12/2024	Approved and Referred to Docket	Urban County Council	11/14/2024		Pass
1	Urban County Council	11/14/2024	Received First Reading	Urban County Council	11/21/2024		
1	Urban County Council	11/21/2024	Removed From Docket				Pass

Text of Legislative File 1100-24

Title

An Ordinance amending the authorized strength by abolishing and creating positions in order to conform to the Fair Labor Standards Act (FLSA), changing the following positions: eight (8) positions of Social Services Worker in the Divs. of Aging & Disability Services, Youth Services, Community & Resident Services, and Family services; one (1) position of Emergency Planning Coordinator in the Div. of Emergency Management; three (3) positions of Extended School Program Coordinator in the Div. of Parks & Recreation; three (3) positions of Procurement Officer in the Div. of Procurement; four (4) positions of Social Worker Senior in the Divs. of Youth Services, Aging & Disability Services and Family Services; five (5) positions of Information Officer in the Divs. of Government Communications, Emergency Management, and Council Office; one (1) position of Technical Specialist Senior in the Div. of Computer Services; one (1) position of Safety Specialist in the Div. of Water Quality; one (1) position of Community Reentry Coordinator in the Div. of Community Corrections; two (2) positions of Certified Social Worker in the Div. of Youth Services; three (3) positions of Historic Preservation Specialist in the Div. of Historic Preservation; two (2) positions of Safety/Loss Control Specialist in the Div. of Human Resources; and one (1) position of Pump Station Supervisor in the Div. of Water Quality; thereby changing the Fair Labor Standards Act (FLSA) status of the positions from exempt to non-exempt; transferring all incumbents to the non-exempt position; and converting the biweekly salary of all incumbents to an hourly rate of pay, effective December 30, 2024 [Div. of Human Resources, George]

Summary

Authorization to abolish and create positions in order to conform to the Fair Labor Standards Act (FLSA) and transfer the incumbents from exempt to non-exempt status, effective beginning December 30, 2024. (L1100-24) (George/Hamilton)

Budgetary Implications [select]: Yes

Advance Document Review:

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

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

Fully Budgeted [select]: Yes

Account Number:

This Fiscal Year Impact: \$

Annual Impact: \$

Project:

Activity:

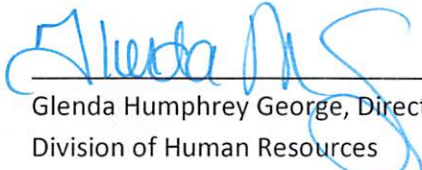
Budget Reference:

Current Balance:



M E M O R A N D U M

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

FROM: 
 Glenda Humphrey George, Director
 Division of Human Resources

DATE: October 28, 2024

SUBJECT: FLSA change from Exempt to Non-Exempt

Request:

Council authorization is requested to abolish and create positions in order to conform to the Fair Labor Standards Act (FLSA) and transfer the incumbents from exempt to non-exempt status, effective beginning December 30, 2024.

Why are you requesting:

After further review of the job duties for each classification and in accordance with the U.S. Department of Labor's FLSA regulations, the Division of Human Resources has determined that the following classifications and the incumbents will change from exempt to non-exempt status.

Division	Position	Employee Name	Current Grade	New Grade
Aging & Disability	Social Services Worker	Justin Halvorson	516E	516N
Community & Resident Services	Social Services Worker	Alonda McDermott	516E	516N
Community & Resident Services	Social Services Worker	Irisbeidy Galvan	516E	516N
Community & Resident Services	Social Services Worker	Jessica Lopez	516E	516N
Community & Resident Services	Social Services Worker	VACANT	516E	516N
Emergency Management	Emergency Planning Coordinator	Ashley Walo	516E	516N



Family Services	Social Services Worker	Loren Breeding	516E	516N
Family Services	Social Services Worker	Cara MacLeod	516E	516N
Family Services	Social Services Worker	VACANT	516E	516N
Parks & Recreation	Extended School Program Coordinator	Sarah Pigg	516E	516N
Parks & Recreation	Extended School Program Coordinator	Leslie Niemeier	516E	516N
Parks & Recreation	Extended School Program Coordinator	VACANT	516E	516N
Procurement	Procurement Officer	Conni Hayes	517E	517N
Procurement	Procurement Officer	Kristie Thomas	517E	517N
Procurement	Procurement Officer	Jessica Allinder	517E	517N
Aging Services	Social Worker Senior	Jennifer Garland	518E	518N
Aging Services	Social Worker Senior	Lindsay Medley	518E	518N
Communications	Information Officer	Brandon Dunstan	518E	518N
Communications	Information Officer	Amy Wallot	518E	518N
Communications	Information Officer	Derek Terry	518E	518N
Computer Services	Technical Specialist Senior	David Miracle	518E	518N
Council Office	Information Officer	Jillian Riseman	518E	518N
Emergency Management	Information Officer	Emily Fay	518E	518N
Family Services	Social Worker Senior	Tera Sullivan	518E	518N
Family Services	Social Worker Senior	Ronica Roblero	518E	518N
Water Quality	Safety Specialist	Jeremy Bailey	518E	518N
Community Corrections	Community Reentry Coordinator	Vanessa Israel	519E	519N
Family Services	Certified Social Worker	Sarah Harsch	520E	520N
Family Services	Certified Social Worker	Kevin Vereen	520E	520N
Historic Preservation	Historic Preservation Specialist	Amelia Armstrong	520E	520N
Historic Preservation	Historic Preservation Specialist	Barry Dennis	520E	520N
Historic Preservation	Historic Preservation Specialist	Jennifer Howell	520E	520N
Human Resources	Safety/Loss Control Specialist	Andrew Shuck	520E	520N
Human Resources	Safety/Loss Control Specialist	Michaela Land	520E	520N
Water Quality	Pump Station Supervisor	VACANT	520E	520N

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

While the base salaries remain the same, there may be a potential fiscal impact due to the fact that these employees will become eligible for overtime pay.

File Number: 1100-24

Director/Commissioner: Glenda Humphrey George/Sally Hamilton

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



Lexington-Fayette Urban County Government

Changes in Authorized Positions

Date: 10/28/24

Classified Civil Service

Changes From:

Div. Line #	No. Pos.	Class Code	Pay Grade	Position Title	Prog. #	Employee Name	Salary
<u>Division of Government Communications (090)</u>							
090.020	3	187	518E	Information Officer	----	Brandon Dunstan Amy Wallot Derek Terry	\$2,287.76/biweekly \$2,442.32/biweekly \$2,249.36/biweekly
<u>Division of Computer Services (250)</u>							
250.035	1	367	518E	Technical Specialist Sr.	----	David Miracle	\$2,246.08/biweekly
<u>Division of Emergency Management (530)</u>							
530.039	1	187	518E	Information Officer	----	Emily Fay	\$1,995.92/biweekly
<u>Division of Community Corrections (540)</u>							
540.030	1	976	519E	Community Reentry Coordinator	----	Vanessa Israel	\$2,224.32/biweekly
<u>Division of Procurement (280)</u>							
280.030	3	342	517E	Procurement Officer	----	Conni Hayes Kristie Thomas Jessica Allinder	\$2,272.32/biweekly \$2,249.04/biweekly \$2,131.92/biweekly
<u>Division of Water Quality (340)</u>							
340.060	1	777	520E	Pump Station Supervisor	----	VACANT	----
340.058	1	146	518E	Safety Specialist	----	Jeremy Bailey	\$1,960.00/biweekly
<u>Division of Human Resources (460)</u>							
460.025	2	158	520E	Safety & Loss Control Specialist	----	Andrew Shuck Michaela Land	\$2,656.32/biweekly \$2,171.68/biweekly
<u>Division of Aging & Disability Services (615)</u>							
615.030	2	515	518E	Social Worker Sr.	----	Jennifer Garland Lindsay Medley	\$2,441.52/biweekly \$2,172.88/biweekly
<u>Division of Community & Resident Services (620)</u>							
620.048	4	514	516E	Social Services Worker	----	Alonda McDermott Irisbeidy Galvan Jessica Lopez VACANT	\$2,166.64/biweekly \$1,928.64/biweekly \$1,966.16/biweekly ----

Changes To:

Div. Line #	No. Pos.	Class Code	Pay Grade	Position Title	Prog. #	Employee Name	Salary
<u>Division of Government Communications (090)</u>							
090.020	3	187	518N	Information Officer	----	Brandon Dunstan Amy Wallot Derek Terry	\$28,597/hourly \$30,529/hourly \$28,117/hourly
<u>Division of Computer Services (250)</u>							
250.035	1	367	518N	Technical Specialist Sr.	----	David Miracle	\$28,076/hourly
<u>Division of Emergency Management (530)</u>							
530.039	1	187	518N	Information Officer	----	Emily Fay	\$24,949/hourly
<u>Division of Community Corrections (540)</u>							
540.030	1	976	519N	Community Reentry Coordinator	----	Vanessa Israel	\$27,804/hourly
<u>Division of Procurement (280)</u>							
280.030	3	342	517N	Procurement Officer	----	Conni Hayes Kristie Thomas Jessica Allinder	\$28,404/hourly \$28,113/hourly \$26,649/hourly
<u>Division of Water Quality (340)</u>							
340.060	1	777	520N	Pump Station Supervisor	----	VACANT	----
340.058	1	146	518N	Safety Specialist	----	Jeremy Bailey	\$24,500/hourly
<u>Division of Human Resources (460)</u>							
460.025	2	158	520N	Safety & Loss Control Specialist	----	Andrew Shuck Michaela Land	\$33,204/hourly \$27,146/hourly
<u>Division of Aging & Disability Services (615)</u>							
615.030	2	515	518N	Social Worker Sr.	----	Jennifer Garland Lindsay Medley	\$30,519/hourly \$27,161/hourly
<u>Division of Community & Resident Services (620)</u>							
620.048	4	514	516N	Social Services Worker	----	Alonda McDermott Irisbeidy Galvan Jessica Lopez VACANT	\$27,083/hourly \$24,108/hourly \$24,577/hourly ----

<u>Division of Family Services (640)</u>									<u>Division of Family Services (640)</u>										
640.035	1	515	518E	Social Worker Sr.	----	Ronica Roblero	\$2,288.88/biweekly		640.035	1	515	518N	Social Worker Sr.	----	Ronica Roblero	\$28.611/hourly			
640.050	2	514	516E	Social Services Worker	----	Loren Breeding Cara MacLeod	\$1,881.84/biweekly \$2,060.00/biweekly		640.050	2	514	516N	Social Services Worker	----	Loren Breeding Cara MacLeod	\$23.523/hourly \$25.750/hourly			
<u>Division of Youth Services (650)</u>									<u>Division of Youth Services (650)</u>										
650.045	2	526	520E	Certified Social Worker	----	Sarah Harsch Kevin Vereen	\$2,285.76/biweekly \$2,237.60/biweekly		650.045	2	526	520N	Certified Social Worker	----	Sarah Harsch Kevin Vereen	\$28.572/hourly \$27.970/hourly			
650.055	1	515	518E	Social Worker Sr.	----	Tera Sullivan	\$2,736.64/biweekly		650.055	1	515	518N	Social Worker Sr.	----	Tera Sullivan	\$34.208/hourly			
650.060	1	514	516E	Social Services Worker	----	VACANT	----		640.050	1	514	516N	Social Services Worker	----	VACANT	----			
<u>Division of Historic Preservation (840)</u>									<u>Division of Historic Preservation (840)</u>										
830.020	3	471	520E	Historic Preservation Specialist	----	Amelia Armstrong Barry Dennis Jennifer Howell	\$2,969.36/biweekly \$2,572.96/biweekly \$2,178.88/biweekly		830.020	3	471	520N	Historic Preservation Specialist	----	Amelia Armstrong Barry Dennis Jennifer Howell	\$37.117/hourly \$32.162/hourly \$27.236/hourly			

Unclassified Civil Service

Changes From:

Div. Line #	No. Pos.	Class Code	Pay Grade	Position Title	Prog. #	Employee Name	Salary
<u>Office of the Urban County Council (010)</u>							
010.057	1	187	518E	Information Officer	----	Jillian Riseman	\$2,039.20/biweekly
<u>Division of Emergency Management (530)</u>							
530.035	1	948	516E	Emergency Planning Coordinator	----	Ashley Walo	\$1,883.60/biweekly
<u>Division of Aging & Disability Services (615)</u>							
615.030	1	514	516E	Social Services Worker	----	Justin Halvorson	\$1,998.56/biweekly
<u>Division of Parks & Recreation</u>							
760.026	3	810	516E	Extended School Program Coordinator	----	Sarah Pigg Leslie Niemeier VACANT	\$1,985.76/biweekly \$1,979.44/biweekly ----

Changes To:

Div. Line #	No. Pos.	Class Code	Pay Grade	Position Title	Prog. #	Employee Name	Salary
<u>Division of Government Communications (090)</u>							
010.057	1	187	518N	Information Officer	----	Jillian Riseman	\$25.490/hourly
<u>Division of Emergency Management (530)</u>							
530.035	1	948	516N	Emergency Planning Coordinator	----	Ashley Walo	\$23.545/hourly
<u>Division of Aging & Disability Services (615)</u>							
615.030	1	514	516N	Social Services Worker	----	Justin Halvorson	\$24.982/hourly
<u>Division of Parks & Recreation</u>							
760.026	3	810	516N	Extended School Program Coordinator	----	Sarah Pigg Leslie Niemeier VACANT	\$24.822/hourly \$24.743/hourly ----

ORDINANCE NO. _____ - 2024

AN ORDINANCE AMENDING THE AUTHORIZED STRENGTH BY ABOLISHING AND CREATING POSITIONS IN ORDER TO CONFORM TO THE FAIR LABOR STANDARDS ACT (FLSA), CHANGING THE FOLLOWING POSITIONS: EIGHT (8) POSITIONS OF SOCIAL SERVICES WORKER IN THE DIVISIONS OF AGING & DISABILITY SERVICES, YOUTH SERVICES, COMMUNITY & RESIDENT SERVICES, AND FAMILY SERVICES; ONE (1) POSITION OF EMERGENCY PLANNING COORDINATOR IN THE DIVISION OF EMERGENCY MANAGEMENT; THREE (3) POSITIONS OF EXTENDED SCHOOL PROGRAM COORDINATOR IN THE DIVISION OF PARKS & RECREATION; THREE (3) POSITIONS OF PROCUREMENT OFFICER IN THE DIVISION OF PROCUREMENT; FOUR (4) POSITIONS OF SOCIAL WORKER SENIOR IN THE DIVISIONS OF YOUTH SERVICES, AGING & DISABILITY SERVICES AND FAMILY SERVICES; FIVE (5) POSITIONS OF INFORMATION OFFICER IN THE DIVISIONS OF GOVERNMENT COMMUNICATIONS, EMERGENCY MANAGEMENT, AND COUNCIL OFFICE; ONE (1) POSITION OF TECHNICAL SPECIALIST SENIOR IN THE DIVISION OF COMPUTER SERVICES; ONE (1) POSITION OF SAFETY SPECIALIST IN THE DIVISION OF WATER QUALITY; ONE (1) POSITION OF COMMUNITY REENTRY COORDINATOR IN THE DIVISION OF COMMUNITY CORRECTIONS; TWO (2) POSITIONS OF CERTIFIED SOCIAL WORKER IN THE DIVISION OF YOUTH SERVICES; THREE (3) POSITIONS OF HISTORIC PRESERVATION SPECIALIST IN THE DIVISION OF HISTORIC PRESERVATION; TWO (2) POSITIONS OF SAFETY/LOSS CONTROL SPECIALIST IN THE DIVISION OF HUMAN RESOURCES; AND ONE (1) POSITION OF PUMP STATION SUPERVISOR IN THE DIVISION OF WATER QUALITY; THEREBY CHANGING THE FAIR LABOR STANDARDS ACT (FLSA) STATUS OF THE POSITIONS FROM EXEMPT TO NON-EXEMPT; TRANSFERRING ALL INCUMBENTS TO THE NON-EXEMPT POSITION; AND CONVERTING THE BIWEEKLY SALARY OF ALL INCUMBENTS TO AN HOURLY RATE OF PAY, EFFECTIVE DECEMBER 30, 2024.

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:

090.020	3	187	518N	Information Officer
250.035	1	367	518N	Technical Specialist Sr.
530.039	1	187	518N	Information Officer
540.030	1	976	519N	Community Reentry Coordinator
280.030	3	342	517N	Procurement Officer
340.060	1	777	520N	Pump Station Supervisor
340.058	1	146	518N	Safety Specialist
460.025	2	158	520N	Safety & Loss Control Specialist
615.030	2	515	518N	Social Worker Sr.
620.048	4	514	516N	Social Services Worker
640.035	1	515	518N	Social Worker Sr.

640.050	2	514	516N	Social Services Worker
650.045	2	526	520N	Certified Social Worker
650.055	1	515	518N	Social Worker Sr.
640.050	1	514	516N	Social Services Worker
830.020	3	471	520N	Historic Preservation Specialist

Section 2 – That the following subsection line numbers in the unclassified civil service authorized strength be and hereby are amended to read as follows:

010.057	1	187	518N	Information Officer
530.035	1	948	516N	Emergency Planning Coordinator
615.030	1	514	516N	Social Services Worker
760.026	3	810	516N	Extended School Program Coordinator

Section 2 – That the incumbents to the positions be and hereby are transferred from exempt to non-exempt positions as follows:

Brandon Dunstan, from Information Officer, Grade 518E, at \$2,287.76 biweekly, to Information Officer, Grade 518N, at \$28.597 hourly.

Amy Wallot, from Information Officer, Grade 518E, at \$2,442.32 biweekly, to Information Officer, Grade 518N, at \$30.529 hourly.

Derek Terry, from Information Officer, Grade 518E, at \$2,249.36 biweekly, to Information Officer, Grade 518N, at \$28.117 hourly.

David Miracle, from Technical Specialist Sr., Grade 518E, at \$2,246.08 biweekly, to Information Officer, Grade 518N, at \$28.076 hourly.

Emily Fay, from Information Officer, Grade 518E, at \$1,995.92 biweekly, to Information Officer, Grade 518N, at \$24.949 hourly.

Vanessa Israel, from Community Reentry Coordinator, Grade 519E, at \$2,242.32 biweekly, to Community Reentry Coordinator, Grade 519N, at \$27.804 hourly.

Conni Hayes, from Procurement Officer, Grade 517E, at \$2,272.32 biweekly, to Procurement Officer, Grade 517N, at \$28.404 hourly.

Kristie Thomas, from Procurement Officer, Grade 517E, at \$2,249.04 biweekly, to Procurement Officer, Grade 517N, at \$28.113 hourly.

Jessica Allinder, from Procurement Officer, Grade 517E, at \$2,131.92 biweekly, to Procurement Officer, Grade 517N, at \$26.649 hourly.

Jeremy Bailey, from Safety Specialist, Grade 518E, at \$1,960.00 biweekly, to Safety Specialist, Grade 518N, at \$24.500 hourly.

Andrew Shuck, from Safety & Loss Control Specialist, Grade 520E, at \$2,656.32 biweekly, to Safety & Loss Control Specialist, Grade 520N, at \$33.204 hourly.

Michaela Land, from Safety & Loss Control Specialist, Grade 520E, at \$2,171.68 biweekly, to Safety & Loss Control Specialist, Grade 520N, at \$27.146 hourly.

Jennifer Garland, from Social Worker Sr., Grade 518E, at \$2,441.52 biweekly, to Social Worker Sr., Grade 518N, at \$30.519 hourly.

Lindsey Medley, from Social Worker Sr., Grade 518E, at \$2,172.88 biweekly, to Social Worker Sr., Grade 518N, at \$27.161 hourly.

Alonda McDermott, from Social Services Worker, Grade 516E, at \$2,166.64 biweekly, to Social Services Worker, Grade 516N, at \$27.083 hourly.

Irisbeidy Galvan, from Social Services Worker, Grade 516E, at \$1,928.64 biweekly, to Social Services Worker, Grade 516N, at \$24.108 hourly.

Jessica Lopez, from Social Services Worker, Grade 516E, at \$1,966.16 biweekly, to Social Services Worker, Grade 516N, at \$24.577 hourly.

Ronica Roblero, from Social Worker Sr., Grade 518E, at \$2,288.88 biweekly, to Social Worker Sr., Grade 518N, at \$28.611 hourly.

Loren Breeding, from Social Services Worker, Grade 516E, at \$1,881.84 biweekly, to Social Services Worker, Grade 516N, at \$23.523 hourly.

Cara MacLeod, from Social Services Worker, Grade 516E, at \$2,060.00 biweekly, to Social Services Worker, Grade 516N, at \$25.750 hourly.

Sarah Harsch, from Certified Social Worker, Grade 520E, at \$2,285.76 biweekly, to Certified Social Worker, Grade 520N, at \$28.572 hourly.

Kevin Vereen, from Certified Social Worker, Grade 520E, at \$2,237.60 biweekly, to Certified Social Worker, Grade 520N, at \$27.970 hourly.

Tera Sullivan, from Social Worker Sr., Grade 518E, at \$2,736.64 biweekly, to Social Worker Sr., Grade 518N, at \$34.208 hourly.

Amelia Armstrong, from Historic Preservation Specialist, Grade 520E, at \$2,969.36 biweekly, to Historic Preservation Specialist, Grade 520N, at \$37.117 hourly.

Barry Dennis, from Historic Preservation Specialist, Grade 520E, at \$2,572.96 biweekly, to Historic Preservation Specialist, Grade 520N, at \$32.162 hourly.

Jennifer Howell, from Historic Preservation Specialist, Grade 520E, at \$2,178.88 biweekly, to Historic Preservation Specialist, Grade 520N, at \$27.236 hourly.

Jillian Riseman, from Information Officer, Grade 518E, at \$2,039.20 biweekly, to Information Officer, Grade 518N, at \$25.490 hourly.

Ashley Walo, from Emergency Planning Coordinator, Grade 516E, at \$1,883.60 biweekly, to Emergency Planning Coordinator, Grade 516N, at \$23.545 hourly.

Justin Halvorson, from Social Services Worker, Grade 516E, at \$1,998.56 biweekly, to Social Services Worker, Grade 516N, at \$24.982 hourly.

Sarah Pigg, from Extended School Program Coordinator, Grade 516E, at \$1,985.76 biweekly, to Extended School Program Coordinator, Grade 516N, at \$24.822 hourly.

Leslie Niemeier, from Extended School Program Coordinator, Grade 516E, at \$1,979.44 biweekly, to Extended School Program Coordinator, Grade 516N, at \$24.743 hourly.

Section 3 – That this Ordinance shall become effective on December 30, 2024.

PASSED URBAN COUNTY COUNCIL:

ATTEST:

MAYOR

CLERK OF URBAN COUNTY COUNCIL

PUBLISHED:

1100-24/HR/GET/4890-9282-7638, v. 1



Lexington-Fayette Urban County Government Master

200 E. Main St
Lexington, KY 40507

File Number: 1101-24

File ID: 1101-24

Type: Resolution

Status: Approved

Version: 1

Contract #: 332-2024

In Control: Urban County
Council

File Created: 10/29/2024

File Name: 25-0021 Anthem Administrative Services Renewal

Final Action: 11/21/2024

Title: A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute a Renewal Agreement with Anthem Health Plans of Ky., Inc., for administrative services, rates, and fees within the Agreement, for the period beginning January 1, 2025 through December 31, 2025. [Div. of Human Resources, George]

Notes: Stamped and filed in the CCO. Returned to Alanna Morton 11/26/2024. MS

Sponsors:

Enactment Date: 11/21/2024

Attachments: Bluesheet Memo 25-0021, 2025 Anthem Contract, RESO 1101-24 Renewal Agreement with Anthem for 2025 4890-6504-0630 v.1.docx, R-585-2024, Contract #332-2024, Contract #332-2024

Enactment Number: R-585-2024

Deed #:

Hearing Date:

Drafter: Alana Morton

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	11/12/2024	Approved and Referred to Docket	Urban County Council	11/14/2024		Pass
1	Urban County Council	11/14/2024	Received First Reading	Urban County Council	11/21/2024		
1	Urban County Council	11/21/2024	Approved				Pass

Text of Legislative File 1101-24

Title

A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute a Renewal Agreement with Anthem Health Plans of Ky., Inc., for administrative services, rates, and fees within the Agreement, for the period beginning January 1, 2025 through December 31, 2025. [Div. of Human Resources, George]

Summary

Authorization to execute a renewal Agreement with Anthem Health Plans of Kentucky, Inc. for administrative services, rates and fees within the Agreement for the period beginning January 1, 2025 through December 31, 2025. Funds are Budgeted. (L1101-24)

(George/Hamilton)

Budgetary Implications [select]: Yes

Advance Document Review:

Law: Yes, Completed by Michael Cravens, October 25, 2024

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

Fully Budgeted [select]: Yes

Account Number: 6002-160504-1841-63612

This Fiscal Year Impact: \$tbd

Annual Impact: \$

Project:

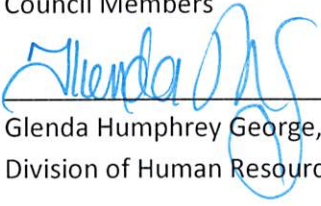
Activity:

Budget Reference:

Current Balance: \$6,995,435.00



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

FROM: 
Glenda Humphrey George, Director
Division of Human Resources

DATE: October 28, 2024

RE: Administrative Services Renewal – Anthem BlueCross BlueShield

Request:

The attached action authorizes the Mayor to execute a renewal agreement with Anthem Health Plans of Kentucky, Inc. for administrative services, rates and fees within the agreement for the period beginning January 1, 2025 through December 31, 2025.

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

Funds are budgeted for this action from the division's medical and health insurance account 6002-160504-1841-63612.

File Number: 1101.24

Director/Commissioner:

Glenda Humphrey George/Sally Hamilton

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



COBRA Fees

Lexington Fayette Urban County Government

Contract Period: 1/1/2025 – 12/31/2025

	COBRA Flat Fee (PPPM)	COBRA Qualifying Event Fee (One-Time Fee)	Implementation Fee
1,000 – 5,000 Eligible Employees	\$14.67 per participant per month	\$14.67 per participant	\$1,000

Cobra is comprised of the following elements:

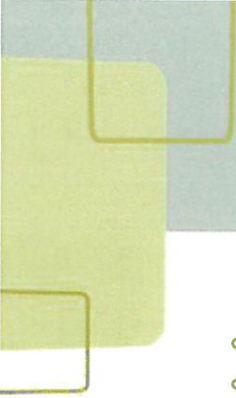
- Reliable notifications and tracking
- Monthly beneficiary collection invoices
- Billing and collection of COBRA premiums
- Anthem Premium disbursement to employer
- Payment via ACH direct debit
- Optional open enrollment services
- Toll-free participant customer service support
- 24-hour access to account information via Web
- Toll-free employer customer service support
- Real-time online management reporting
- Imaged documentation of COBRA notifications sent
- Monitor regulations and implement new federal COBRA requirements as necessary
- The cost for standard programming in Anthem's standard format.

Anthem's proposed COBRA fees assume the following:

The flat and qualifying event fees shown above assumes the 2% of premium COBRA admin charge will be retained by Anthem. If client requests to retain the 2% charge, the COBRA fees would increase by 25%.

Optional COBRA Services:

- New Plan Participant Notification: \$2.90 per notice (Recommended: Notifications include COBRA General Rights notifications communicating the newly eligible employees rights and responsibilities to notify the employer of a Qualifying Event that could trigger a COBRA event.)
- HIPAA Special Enrollment Notification: \$2.90 per notice

- 
- o Outside Carrier Health Plan Eligibility Communication: \$25.00 per carrier per month
 - o Outside Carrier Eligibility Communication and Premium Remittance: \$50.00 per carrier per month
 - o Open Enrollment Support Services:
 - a. Comprehensive Package (Anthem sends complete Open Enrollment Kits directly to the members and processes the forms) –
 - » \$15.00 per packet – plus related postage expenses
 - b. Optional packages are offered only on an exception basis. Additional pricing is applicable.
 - o Retro-Active New Plan Participant Notification: \$2.00 per notice
 - o Retro-Active HIPAA Special Enrollment Notification: \$2.00 per notice
 - o Past Due Notices: \$1.00 per notice
 - o Custom Programming: \$125.00 per hour

Authorized Signature: _____
Title: _____
Date: _____

Performance Guarantees

Lexington-Fayette Urban County Government expects excellence, Anthem strives to provide excellent value by improving affordable access to quality healthcare for our customers. Together we will deliver outstanding value for your employees.

We are confident that we will deliver outstanding service for Lexington-Fayette Urban County Government. As such, we are placing administrative fees at risk to meet certain criteria as outlined below.

A summary of our guarantees

This is a summary of the performance guarantees that Anthem offers. The final terms and conditions of the Performance Guarantees contained in the RFP are subject to finalization of the contract language in the Administrative Services Agreement. It is not a legal contract. If this summary conflicts with the Administrative Services Agreement, any Schedules or Attachments, the Administrative Services Agreement controls.

These guarantees apply to Lexington-Fayette Urban County Government's plan.

More about the guarantees

All guarantees will be effective from January 01, 2025 to December 31, 2025, unless otherwise noted. The guarantees are measured and settled annually, with exceptions specified.

These guarantees cover aspects of performance that are related to Anthem's control. Listed below are potential reasons that may alter or void the terms of the guarantees:

- A change to the Plan benefits that result in a substantial change in the services to be performed by Anthem or the measurement of a Performance Guarantee.
- Your number of enrolled Subscribers goes up or down by 10% or more after your plan or renewal starts.
- Changes in law or regulation that materially impacts underwriting assumptions made at the time of offering such Performance Guarantees.
- There is no executed Administrative Services Agreement on file.
- All Performance Guarantees may be revisited and may potentially be impacted due to a cause beyond the reasonable control of a Party such as a pandemic (an outbreak of disease that affects an exceptionally high proportion of members) being declared by the Centers for Disease Control or if a Force Majeure event (meaning an act of God, civil or military disruption, terrorism, fire, strike, flood, riot or war) occurs during the Measurement or Baseline Period that impacts a meaningful portion of the Employer population.
- You terminate the Agreement before the end of a Performance Period, or we terminate it because of non-payment.
- You terminate participation in particular programs tied to Performance Guarantee(s), prior to completion of the Measurement Period.

General Terms

- **Performance Category.** The term Performance Category describes the general type of Performance Guarantee.
- **Reporting Period.** The term Reporting Period refers to how often Anthem will report on its performance under a Performance Guarantee.
- **Measurement Period.** The term Measurement Period is the period of time under which performance is measured, which may be the same as or differ from the period of time equal to the Performance Period.
- **Penalty Calculation.** The term Penalty Calculation generally refers to how Anthem's payment will be calculated, in the event Anthem does not meet the target(s) specified under the Performance Guarantee.
- **Amount at Risk.** The term Amount at Risk means the amount Anthem may pay if it fails to meet the target(s) specified under the Performance Guarantee.
- Some Performance Guarantees measure and compare year to year performance. The term Baseline Period refers to the equivalent time period preceding the Measurement Period. Anthem will require specified historical Claims and utilization data to establish the Baseline Period for the first year of a Performance Guarantee utilizing a Baseline Period.
- Performance Guarantees may be measured using either aggregated data or Employer-specific Data. The term Employer-specific Data means the data associated with Employer's Plan that has not been aggregated with other employer data. Performance Guarantees will specify if Employer-specific Data shall be used for purposes of measuring performance under the Performance Guarantee.
- All Performance Guarantees in which Anthem will make outbound calls or will reach out through email or other means to members will exclude members who Anthem cannot reach due to incorrect or invalid telephone numbers, including numbers where permission is required by law but not provided, or those members who have requested that Anthem not contact them.
- Anthem's obligation to make payment under the Performance Guarantees is conditioned upon Employer's timely performance of its obligations provided in the Agreement in this Schedule C and the Attachments, including providing Anthem with the information or data required by Anthem in the Attachments.
- Anthem has the right to offset any amounts owed to Employer under any of the Performance Guarantees contained in the Attachments to this Schedule C against any amounts owed by Employer to Anthem under: (1) any Performance Guarantees contained in the Attachments to this Schedule C; (2) the Agreement; or, (3) any applicable Stop Loss Policy

Amount at Risk

The total amount at risk for the below performance guarantees between Anthem and Lexington-Fayette Urban County Government shall not exceed the following:

- **Operations Guarantees:**
 - 15.000% of Base Medical Admin fees.
- **Network Guarantees:**
 - 10.000% of Base Medical Admin fees.

Confirmation of all applicable fees for the performance guarantees will be reflected in Employer's Schedule C.

Maximum Amount Payable

The maximum amount payable under all guarantees between Anthem and Lexington-Fayette Urban County Government shall not exceed 25.000% of the Base Medical Administration fees. The Maximum Amount Payable provisions above do not apply to Pharmacy-related Performance Guarantees.

Operations Guarantee

Performance Category	Year 1	Year 2	Year 3
Claims Timeliness (14 Calendar Days)	1.500% of Base Admin. Services Fees		
Claims Financial Accuracy	1.500% of Base Admin. Services Fees		
Claims Accuracy	1.500% of Base Admin. Services Fees		
Open Enrollment ID Card Issuance	1.500% of Base Admin. Services Fees		
Processing of Ongoing Eligibility Information	1.500% of Base Admin. Services Fees		
Average Speed to Answer	1.500% of Base Admin. Services Fees		
Call Abandonment Rate	1.500% of Base Admin. Services Fees		
Member Satisfaction – NPS	1.500% of Base Admin. Services Fees		
Management Reports	1.500% of Base Admin. Services Fees		

Account Management Satisfaction	1.500% of Base Admin. Services Fees		
Total Amount At Risk – Operations	15.000% of Base Medical Admin fees		

Additional Terms and Conditions:

- Performance will be based on the results of a designated service team/business unit assigned to Lexington-Fayette Urban County Government, unless the guarantee is noted as measured with Employer-specific Data.

Performance Category	Amount at Risk	Guarantee	Penalty Calculation		Measurement and Reporting Period
Claims Timeliness (14 Calendar Days)	Year 1: 1.500% of Base Admin. Services Fees	A minimum of 90% of Non-investigated medical Claims will be Processed Timely. Non-investigated Claims are defined as medical Claims that process through the system without the need to obtain additional information from the Provider, Subscriber or other external sources. Processed Timely is defined as Non-investigated medical Claims that have been adjudicated within 14 calendar days of receipt. This Guarantee will be calculated based on the number of Non-investigated Claims that Processed Timely divided by the total number of Non-investigated Claims. The calculation of this Guarantee does not include Claim adjustments. The calculation of this Guarantee also excludes in any quarter Claims for an Employer that requests changes to Plan benefits, until all such changes have been implemented. This will be measured with Employer-specific Data.	Result	Penalty	<u>Measurement Period</u>
			90.0% or Greater	None	Annual
	Year 2:		88.0% to 89.9%	25%	<u>Reporting Period</u>
	Year 3:		86.0% to 87.9%	50%	Annual
			85.0% to 85.9%	75%	
			Less than 85.0%	100%	
Claims Financial Accuracy	Year 1: 1.500% of Base Admin. Services Fees	A minimum of 99% of medical Claim dollars will be processed accurately. This Guarantee will be calculated based on the total dollar amount of audited medical Claims paid correctly divided by the total dollar amount of audited medical	Result	Penalty	<u>Measurement Period</u>
	Year 2:		99.0% or Greater	None	Annual
			98.0% to 98.9%	25%	<u>Reporting Period</u>
					Annual

	Year 3:	Paid Claims. The calculation of this Guarantee includes both underpayments and overpayments. The calculation of this Guarantee does not include Claim adjustments or Claims in any quarter in which an Employer requests changes to Plan benefits, until all such changes have been implemented.	97.0% to 50% 97.9%		
			96.0% to 75% 96.9%		
			Less than 100% 96.0%		
Claims Accuracy	Year 1: 1.500% of Base Admin. Services Fees Year 2: Year 3:	A minimum of 97% of medical Claims will be paid or denied correctly. This Guarantee will be calculated based on the number of audited medical Claims paid and denied correctly divided by the total number of audited medical Claims paid and denied. The calculation of this Guarantee excludes in any quarter Claims for an Employer that requests changes to Plan benefits, until all such changes have been implemented.	<u>Result</u>	<u>Penalty</u>	<u>Measurement Period</u>
			97.0% or Greater	None	Annual
			96.0% to 96.9%	25%	<u>Reporting Period</u>
			95.0% to 95.9%	50%	Annual
			94.0% to 94.9%	75%	
			Less than 94.0%	100%	
Open Enrollment ID Card Issuance	Year 1: 1.500% of Base Admin. Services Fees Year 2: Year 3:	100% of Subscriber digital ID cards will be available or Member physical ID cards will be mailed to open enrollment participants no later than the Employer's effective date provided that Anthem receives an Accurate Eligibility File. An Accurate Eligibility File is defined as: (1) an electronic eligibility file formatted in a mutually agreed upon manner; (2) received by Anthem no later than 30 calendar days prior to the Employer's effective date; and, (3) contains an error rate of less than 1%. This Guarantee will be calculated based on the total number of open enrollment ID cards available to Subscribers or mailed to Members within the timeframe set forth above divided by the total number of Members eligible to receive open enrollment ID cards. This will be measured with Employer-specific Data.	<u>Result</u>	<u>Penalty</u>	<u>Measurement Period</u>
			100%	None	Employer's effective date
			99.0% to 99.9%	\$100 per ID Card not to exceed 25% of amount at risk for this measure	<u>Reporting Period</u>
			98.0% to 98.9%	50%	60 calendar days following the Employer's effective date
			97.0% to 97.9%	75%	
			Less than 97.0%	100%	
Processing of Ongoing Eligibility Information	Year 1: 1.500% of Base Admin. Services Fees Year 2: Year 3:	100% of Employer's ongoing electronic eligibility files will be processed timely. Timely Processing is defined as electronic eligibility files processed and updated on the eligibility database within 7 business days of receipt of an eligibility file. This Guarantee only applies to the processing of eligibility files submitted by Employer outside of an open enrollment period. This Guarantee does not apply to the first production files after setup and testing, COBRA	<u>Result</u>	<u>Penalty</u>	<u>Measurement Period</u>
			100%	None	Annual
			98.0% to 99.9%	25%	<u>Reporting Period</u>
			96.0% to 97.9%	50%	Annual
			94.0% to 95.9%	75%	

		files, or Defective Eligibility Files. A Defective Eligibility File is defined as an eligibility file that has data errors, includes all records that do not pass Anthem's enrollment business rules, or does not allow for Anthem's automatic processing. This Guarantee does not apply to errors that have to be processed manually in the system. Anthem's payment of this Guarantee is conditioned upon receipt of eligibility files in a format mutually agreed upon by the Parties. This Guarantee will be calculated by (1) dividing the total number of eligibility files processed within the timeframe set forth above by (2) the number of Employer's eligibility files processed. This will be measured with Employer-specific Data.	Less than 94.0%	100%													
Average Speed to Answer	Year 1: 1.500% of Base Admin. Services Fees Year 2: Year 3:	The average speed to answer (ASA) will be 45 seconds or less. ASA is defined as the average number of whole seconds members wait and/or are in the telephone system before receiving a response from a customer service representative (CSR) or an interactive voice response (IVR) unit. This Guarantee will be calculated based on the total number of calls received in the customer service telephone system.	<table><tr><th>Result</th><th>Penalty</th></tr><tr><td>45 seconds or less</td><td>None</td></tr><tr><td>46 to 48 seconds</td><td>25%</td></tr><tr><td>49 to 51 seconds</td><td>50%</td></tr><tr><td>52 to 54 seconds</td><td>75%</td></tr><tr><td>55 or more seconds</td><td>100%</td></tr></table>	Result	Penalty	45 seconds or less	None	46 to 48 seconds	25%	49 to 51 seconds	50%	52 to 54 seconds	75%	55 or more seconds	100%		<u>Measurement Period</u> Annual <u>Reporting Period</u> Annual
Result	Penalty																
45 seconds or less	None																
46 to 48 seconds	25%																
49 to 51 seconds	50%																
52 to 54 seconds	75%																
55 or more seconds	100%																
Call Abandonment Rate	Year 1: 1.500% of Base Admin. Services Fees Year 2: Year 3:	A maximum of 5.0% of member calls will be abandoned. Abandoned Calls are defined as member calls that are waiting for a customer service representative (CSR), but are abandoned before connecting with a CSR. This Guarantee will be calculated based on the number of calls abandoned divided by the total number of calls received in the customer service telephone system. Calls that are abandoned in less than 5 seconds will not be included in this calculation.	<table><tr><th>Result</th><th>Penalty</th></tr><tr><td>5.0% or Less</td><td>None</td></tr><tr><td>5.01% to 5.40%</td><td>25%</td></tr><tr><td>5.41% to 5.70%</td><td>50%</td></tr><tr><td>5.71% to 5.99%</td><td>75%</td></tr><tr><td>6.0% or Greater</td><td>100%</td></tr></table>	Result	Penalty	5.0% or Less	None	5.01% to 5.40%	25%	5.41% to 5.70%	50%	5.71% to 5.99%	75%	6.0% or Greater	100%		<u>Measurement Period</u> Annual <u>Reporting Period</u> Annual
Result	Penalty																
5.0% or Less	None																
5.01% to 5.40%	25%																
5.41% to 5.70%	50%																
5.71% to 5.99%	75%																
6.0% or Greater	100%																
Member Satisfaction – NPS	Year 1: 1.500% of Base Admin. Services Fees	This Guarantee establishes a Quality Benchmark transactional Net Promoter Score (NPS) of 40. Anthem will either: (i) meet or exceed the Quality Benchmark; or, (ii) there will be an improvement in the Net Promoter Score	<table><tr><th>Result</th><th>Penalty</th></tr><tr><td>Net Promoter</td><td>None</td></tr></table>	Result	Penalty	Net Promoter	None		<u>Measurement Period</u> Annual <u>Reporting Period</u>								
Result	Penalty																
Net Promoter	None																

	Year 2: Year 3:	from the Baseline Period. The survey is conducted after a member contacts a customer service representative (CSR). Each member who completes a transaction with Anthem will be asked to provide a rating on a scale from 0 (Not at All Likely) to 10 (Extremely Likely) to a question that asks how likely the member would recommend Anthem to a friend or colleague based on the member's most recent transaction. The transactional Net Promoter Score will be calculated by subtracting the percentage of Detractors (members who provide a rating from 0 to 6) from the percentage of Promoters (members who provide a rating of 9 or 10). To determine the results for (i), Anthem shall compare the Net Promoter Score in the Measurement Period to the Quality Benchmark. The improvement for (ii) will be determined by comparing the Net Promoter Score in the Measurement Period to the Net Promoter Score in the Baseline Period. The Baseline Period is the equivalent time period preceding the Measurement Period.	<table><tr><td colspan="2">Score increased</td></tr><tr><td colspan="2">OR</td></tr><tr><td colspan="2">If Net Promoter Score stayed the same or decreased AND is</td></tr><tr><td>40 or Greater</td><td>None</td></tr><tr><td>39.0 to 39.9</td><td>25%</td></tr><tr><td>38.0 to 38.9</td><td>50%</td></tr><tr><td>37.0 to 37.9</td><td>75%</td></tr><tr><td>Less than 37.0</td><td>100%</td></tr></table>	Score increased		OR		If Net Promoter Score stayed the same or decreased AND is		40 or Greater	None	39.0 to 39.9	25%	38.0 to 38.9	50%	37.0 to 37.9	75%	Less than 37.0	100%	Annual
Score increased																				
OR																				
If Net Promoter Score stayed the same or decreased AND is																				
40 or Greater	None																			
39.0 to 39.9	25%																			
38.0 to 38.9	50%																			
37.0 to 37.9	75%																			
Less than 37.0	100%																			
Management Reports	Year 1: 1.500% of Base Admin. Services Fees Year 2: Year 3:	Standard automated reports will be made available to Employer by no later than 25 calendar days following the end of the month. The reports will include financial, utilization and clinical information.	<table><tr><td>Result</td><td>Penalty</td></tr><tr><td>Reports are late 1 month</td><td>None</td></tr><tr><td>Reports are late 2 months</td><td>25%</td></tr><tr><td>Reports are late 3 or more months</td><td>100%</td></tr></table>	Result	Penalty	Reports are late 1 month	None	Reports are late 2 months	25%	Reports are late 3 or more months	100%	<u>Measurement Period</u> Annual <u>Reporting Period</u> Annual								
Result	Penalty																			
Reports are late 1 month	None																			
Reports are late 2 months	25%																			
Reports are late 3 or more months	100%																			
Account Management Satisfaction	Year 1: 1.500% of Base Admin. Services Fees Year 2: Year 3:	A minimum average score of 3 will be attained on the Account Management Satisfaction Survey (AMSS). A minimum of 3 responses per Employer to the AMSS is required to base the score on Employer-specific responses only. If 3 responses are received from the Employer, an average score is calculated by adding the scores from each respondent divided by the total number of Employer respondents. If fewer than 3 responses are received, the score will be	<table><tr><td>Result</td><td>Penalty</td></tr><tr><td>3.0 or higher</td><td>None</td></tr><tr><td>2.5 to 2.9</td><td>25%</td></tr><tr><td>2.0 to 2.4</td><td>50%</td></tr><tr><td>Less than 2.0</td><td>100%</td></tr></table>	Result	Penalty	3.0 or higher	None	2.5 to 2.9	25%	2.0 to 2.4	50%	Less than 2.0	100%	<u>Measurement Period</u> Annual <u>Reporting Period</u> Annual						
Result	Penalty																			
3.0 or higher	None																			
2.5 to 2.9	25%																			
2.0 to 2.4	50%																			
Less than 2.0	100%																			

		calculated as follows: 2 Employer responses: 2/3 of the score will be based on Employer-specific AMSS results and 1/3 of the score will be based on the aggregate score of all AMSS results received by the Account Management Team. 1 Employer- response: 1/3 of the score will be based on Employer- specific AMSS results and 2/3 of the score will be based on the aggregate score of all AMSS results received by the Account Management Team. 0 Employer responses: The score will be based on the aggregate score of all AMSS results received by the Account Management Team.		
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Network Guarantees

Performance Category	Year 1	Year 2	Year 3
Network Provider Discount	10.000% of Base Admin. Services Fees		
Total Amount At Risk - Network	10.000% of Base Medical Admin fees		

Additional Terms and Conditions

- This/These Guarantee(s) applies to following time periods:(Measurement Period)
 - Year 1: Claims Incurred from January 01, 2025 through December 31, 2025 and Paid from January 01, 2025 and through March 31, 2026.
- This Guarantee excludes the following Providers: Cincinnati Childrens Hospital in OH, Riley Childrens Hospital in IN, Vanderbilt Hospital in TN, and Nationwide in Columbus, OH
- This Guarantee excludes all charges for any Member whose allowed Claims exceed \$250,000.00 during the Measurement Period.
- Anthem has the right in its sole discretion to modify or terminate this Guarantee if any of these occur:
 - Anthem is no longer the sole administrator for Employer's Plan.
 - Employer fails to maintain at least an average enrollment of 3078 Subscribers.

- The geographic distribution of Subscribers changes by more than 5% in any state or 10% in total from the Employer census provided for purposes of establishing this Guarantee.
- A change is initiated by Employer that results in a substantial change in the services to be performed by Anthem or; the measurement of a Performance Guarantee.

Performance Category	Amount at Risk	Guarantee	Penalty Calculation		Measurement and Reporting Period
Network Provider Discount	Year 1: 10.000% of Base Admin. Services Fees	Anthem guarantees a minimum Network Provider Discount of 60.000%. This Guarantee excludes the following Providers: Cincinnati Childrens Hospital in OH, Riley Childrens Hospital in IN, Vanderbilt Hospital in TN, and Nationwide in Columbus, OH. This Guarantee excludes the Total Claims Charges for any Member that exceeds \$250,000.00 in paid claims in the Measurement Period and Capitated Claims. Eligible Claim Charges are defined as charges for Covered Services provided to Members enrolled in PPO Plans. Eligible Claim Charges will be based on Anthem primary Claims only and will not include charges related to Prescription Drug Claims, Inter-Plan Program fees, state surcharges, Anthem Provider payment innovation programs or services rendered outside the United States. Allowed Amount is defined as the amount paid by Anthem to PPO Network Providers on Eligible Claim Charges plus any Member cost shares. This Guarantee will be calculated by dividing the PPO Network Provider Allowed Amounts by the PPO Network Provider Eligible Claim Charges. The resulting percentage shall be subtracted from 100% to determine the Network Provider Discount. Anthem has the right in its sole discretion to modify or terminate this Guarantee if any of the following conditions occur: •Anthem is no longer the sole administrator for Employer's Plan. •Employer fails to maintain at least an	Result	Penalty	<u>Measurement Period</u> Annual-This period applies to Claims incurred from January 01, 2025 through December 31, 2025 and Paid from January 01, 2025 and through December 31, 2024 <u>Reporting Period</u> Annual
			60.0% or Greater	None	
	Year 2:		59.0% to 59.9%	25%	
	Year 3:		58.0% to 58.9%	50%	
			57.0% to 57.9%	75%	
			Less than 57.0%	100%	

		average enrollment of 3,078 Subscribers. •The geographic distribution of Subscribers changes by more than 5% in any state or 10% in total from the Employer census provided for purposes of establishing this Guarantee. Only Claims submitted to a Blue Cross and/or Blue Shield licensee for processing and adjudication shall be considered for purposes of this Discount Guarantee. This Guarantee will terminate on the date any federal price transparency law or regulation goes into effect. This will be measured with Employer-specific Data.		
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Anthem Blue Cross and Blue Shield is the trade name of Anthem Health Plans of Kentucky, Inc. Independent licensee of the Blue Cross and Blue Shield Association. Anthem is a registered trademark of Anthem Insurance Companies, Inc. The Blue Cross and Blue Shield names and symbols are registered marks of the Blue Cross and Blue Shield Association.

Stop Loss Options (ASO)

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

Group Number(s): W33022

Effective January 1, 2025 through December 31, 2025

Option 1 - \$350,000 Specific Stop Loss

Specific Stop Loss limit:	\$350,000
Specific Stop Loss contract basis:	Paid in 12 *
* Accumulation basis for claims will be incurred since January 1, 2015.	
Lines of coverage Included:	Med And Rx
Specific Stop Loss Maximum:	Unlimited
Specific Stop Loss accumulation:	Per Member
Commissions:	0.00%
Renewal rate guarantee	50.00%

This Stop Loss offer is:	FIRM
This Stop Loss offer expires:	11/8/2024

Additional terms for self-funded groups

This proposal guarantees your subsequent year's renewal will be capped at 50%.

A No New Lasers provision is included in this offer. Existing lasers will be reviewed and could be modified. See Assumptions & Conditions exhibit for more details.

Specific Stop Loss Premiums		Composite PCPM					Annualized Total
Total		3159					
	Current	\$41.49					\$1,572,803
	Renewal	\$62.24					\$2,359,394
Rate Change							50.01%

Authorized Signature: _____
 Title: _____
 Date: _____

Additional Fee Disclosures:

See Additional Service Fees and Pharmacy Pricing for disclosure of additional service fees which are not included on this report.

Anthem Gene Therapy Solution protects employers from unknown financial risk, while supporting members in need of treatment for rare and complex conditions. The financial component of this solution works in conjunction with Anthem Stop Loss and guarantees Anthem will not implement new lasers on any members for claims associated with the following gene therapies: Luxturna, Skysona, Zolgensma, Zynteglo, Hemgenix, Elevidys, Roctavian, Casgevy, Lyfgenia, Lenmeldy and Bequez. This provision applies to members that are not lasered in the firm stop loss proposal and will apply as long as Employer maintains specific stop loss coverage with Anthem. Also, this solution removes gene therapy claims from experience when determining stop loss renewal rates. If added, this provision would be billed as an additional \$3.60 PEPM. (If selected, initial here _____.)

Fixed Administrative Costs (ASO)

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

Effective January 1, 2025 through December 31, 2025

Fixed Administrative Costs	Current	1/1/2025 through 12/31/2025	1/1/2026 through 12/31/2026	1/1/2027 through 12/31/2027
	PCPM	PCPM	PCPM	PCPM
Subscribers	3,159	3,159	3,159	3,159
Members	6,107	6,107	6,107	6,107
Medical and Pharmacy Administration	\$37.02	\$34.98	\$35.84	\$36.73
Composite Total:	\$37.02	\$34.98	\$35.84	\$36.73
Annual fixed administrative costs based on assumed enrollment:	\$1,403,354	\$1,326,022	\$1,358,623	\$1,392,361
Percentage Change:		-5.5%	2.5%	2.5%

Authorized Signature: _____
 Title: _____
 Date: _____

Additional Fee Disclosures:

See Additional Service Fees and Pharmacy Pricing for disclosure of additional service fees which are not included on this cost summary.

The Pharmacy Rebate Offset reflects the National Formulary. The offset may be adjusted if a different pharmacy formulary is sold.

HSA fee is a weighted amount and is included in the Administration fee shown above. Actual fees will be billed at \$2.25 per HSA participant.

Rx Administration Fees will be billed by Pharmacy starting 1.1.25

0463613-05



Benefit Information (ASO)

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

Effective January 1, 2025 through December 31, 2025

Benefit categories	Renewal Plan Designs		
	PPO \$2000 National	HDHP \$3300/\$3300/0% Embedded National	HDHP \$3300/\$5250/20% Embedded National
	Blue Access	Blue Access	Blue Access
	Custom	Custom	Custom
Deductible Single/Family	\$2,000 / \$4,000	\$3,300 / \$6,600	\$3,300 / \$6,600
Coinsurance	20%	0%	20%
Out of Pocket Limit Single/Family	\$4,500 / \$9,000	\$3,300 / \$6,600	\$5,250 / \$10,500
Office Visits PCP/Specialist Copay	\$30/\$60	Ded & Coins/Ded & Coins	Ded & Coins/Ded & Coins
Inpatient / Outpatient copay (Surgery)	Ded/Coins	Ded & Coins/Ded & Coins	Ded & Coins/Ded & Coins
ER/Urgent Care Copay	Coins/\$100	Ded & Coins/Ded & Coins	Ded & Coins/Ded & Coins
Prescription Drug - Retail	\$10/\$30/\$60/25%	Medical Deductible	Medical Deductible
Prescription Drug - Mail Order	\$20/\$60/\$120/25%	Ded/Coins	Ded/Coins
OON Deductible (individual/family)	\$6,000/\$12,000	\$7,500 / \$15,000	\$7,500 / \$15,000
OON Coinsurance	50%	30%	50%
OON OOP Max (individual/family)	\$12,000/\$24,000	\$9,900 / \$19,800	\$10,500 / \$21,000

Benefit categories reflect in-network benefits unless noted as Out-Of-Network (OON)

Anthem Blue Cross and Blue Shield is the trade name of Anthem Health Plans of Kentucky, Inc. Independent licensee of the Blue Cross and Blue Shield Association. ANTHEM is a registered trademark of Anthem Insurance Companies, Inc. - 0463013-05

Authorized Signature: _____
 Title: _____
 Date: _____

Benefit categories	Renewal Plan Designs	
	PPO \$500 National	
	Blue Access	
	Custom	
Deductible Single/Family	\$500 / \$1,000	
Coinsurance	20%	
Out of Pocket Limit Single/Family	\$1,500 / \$3,000	
Office Visits PCP/Specialist Copay	\$15/\$30	
Inpatient / Outpatient copay (Surgery)	Ded/Coins	
ER/Urgent Care Copay	Coins/\$60	
Prescription Drug - Retail	\$10/\$30/\$60/25%	
Prescription Drug - Mail Order	\$20/\$60/\$120/25%	
OON Deductible (individual/family)	\$1,500/\$3,000	
OON Coinsurance	50%	
OON OOP Max (individual/family)	\$4,500/\$9,000	

Services included and buy-up options (ASO)

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

Effective January 1, 2025 through December 31, 2025

Services Included in fixed administrative costs

- Administration of the proposed PPO \$500~Blue Access, PPO \$2000~Blue Access, HDHP \$3300/\$3300/0%~Blue Access, HDHP \$3300/\$5250/20%~Blue Access plan designs.
- ASO Enhanced Foundational Program †
- LiveHealth Online
- Blue Distinction Programs
- Claims Fiduciary Coverage
- Standard ID cards
- Standard management reporting
- State/federal reporting
- Open enrollment meeting support
- Electronic version of the benefit booklets

Buy-Up Options

	PCPM fee
○ Anthem HSA	\$2.45
○ ASO Engagement Package 200	\$1.51
○ ASO Engagement Package 500	\$1.51
○ ASO Engagement Package 700	\$1.51
○ Gym Reimbursement add on to Engagement Package	\$2.34

Account Administration Buy-Up Options (charged separately)

	Fee Billed Per Participant Per Month
○ Anthem Commuter	\$3.55
○ Anthem FSA	\$3.55
○ Anthem HRA with FSA, Dependent FSA, Commuter	\$3.55
○ Anthem Limited Purpose FSA or Dependent FSA or Commuter Add on to Anthem HSA	\$1.15

Notes

Full quote details available upon request.

HSA and HRA account administration is only available with particular plan designs. Details available upon request.

Health Savings Account Fees may be paid by the employer or the employee.

*Behavioral Health Advantage has a fee of \$800 per case when members struggling with substance use disorders utilize the navigation service to secure appointments within 48 hours. Benefits include motivational interviewing by care specialists, evaluation appointment scheduled within 48 hours, and up to 3 follow-up calls from health advocates.

†For identified programs, Anthem has deemed certain charges as claim-related and they will be billed as such. These may include provider or vendor charges that have a direct positive impact on the cost of care. Since these charges are considered claim-related by Anthem, they are incorporated into the claims projection (available upon request).

Authorized Signature: _____ 0463813-05

Title: _____

Date: _____

Assumptions and conditions (ASO)

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

Effective January 1, 2025 through December 31, 2025

SIC Code: 9999

Administrative Services Only (ASO)

- The proposed services, rates and fees are effective from 1/1/2025 through 12/31/2025.
- This contract will be issued in KY.
- The proposal assumes 3,159 employees will be enrolling for medical coverage, with an average member to employee ratio of 1.93.
- The proposal assumes the same enrollment for medical and pharmacy.
- Anthem reserves the right to revise this proposal or modify these fees or rates under any of the following circumstances:
 - Due to any taxes, fees and assessments prescribed by any statutory, regulatory or other legal authority, that in Anthem's discretion, invalidates this quote.
 - Legislation or other matters that impact Anthem's costs or revenues under this proposal
 - Should the total enrollment or enrollment distribution by membership type, product or location change by 10% or more from that assumed when preparing the pricing for this package.
 - Actual Member to Subscriber ratio is not within +/-5% of 1.93.
 - A change to the plan benefits that result in substantial changes in the service, networks, or benefit design, as determined by Anthem.
 - Changes in proposal terms, conditions, services or product from this quotation.
 - This is an integrated medical and pharmacy offering. Fees will change if pharmacy is carved-out.
 - Any of the plan benefits administered by Anthem are moved to another third party administrator or private exchanges.
 - Anthem is not the sole medical carrier.
 - Change in nature of Employer's business.
- The final relationship between the Parties will be subject to and described in an Administrative Services Agreement and this agreement will be the binding agreement between the parties.
- If subject to regulatory approval, and the applicable regulator has not yet approved, these benefits and rates may need to be adjusted.
- Unless otherwise noted, fees are quoted on a per contract per month (PCPM) basis. PCPM is equivalent to, and will be described as per subscriber per month in the Administrative Services Agreement.
- Employers, as plan sponsors and administrators, are responsible for complying with all applicable laws.
- Eligibility data will be provided in Anthem's standard format. Additional charges may apply for non-standard formats.
- This quote assumes ACH withdraws from group's bank account for claims and fixed fees Weekly, with payment required within 3 business days from receipt of invoice.
- This quote assumes Anthem will accept fiduciary responsibility for claims administration and the handling of the claims complaint and appeals. To the extent ERISA applies, the employer remains the Named Fiduciary of the plan.
- Commissions and consultant fees are excluded unless otherwise noted.
- The processing of claims incurred prior to the effective date is the responsibility of the prior claims administrator.
- Since Anthem is neither a Hawaii authorized insurer nor a Hawaii Health Care Contractor, our benefits may not match the requirements of the Prepaid Health Care Act. We recommend that you obtain direct quotes for either an individual policy for employees who live and work in Hawaii or if there are several employees within an employer group to obtain group coverage from a Hawaii authorized insurer. This would ensure that all the state requirements are met.
- Specific Stop Loss maximum matches the lifetime maximum of the plan(s) unless specified otherwise.
- No change in benefits after the effective date by the group's employee benefit program shall be covered by the Stop Loss agreement nor shall any amounts paid as benefits resulting from such a change be counted towards the satisfaction of the attachment point. This limitation may be waived if a written acceptance of such a change is issued by the carrier.

Assumptions and conditions (ASO)

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

Effective January 1, 2025 through December 31, 2025

SIC Code: 9999

Administrative Services Only (ASO)

- Only those coverage's quoted and which are eligible under the group's employee benefit program are eligible under this Stop Loss program.
- Stop Loss protection must be purchased in conjunction with our Administrative Services proposal.
- All expenses for services or supplies in excess of any limitation under the group's employee benefit program are excluded under the Stop Loss program.
- COBRA enrollees must not exceed 10% of total enrollees.
- Claims Run-Out coverage is applicable at the end of a full 12 month policy period only and cannot be applied against any Stop Loss policy that terminates prior to completion of the contract period.
- The Individual Stop Loss Limit accumulation period will be the full twelve months of the standard contract period.
- All contracts including the ASO Agreement and/or the Stop Loss Agreement must be signed prior to the effective date.
- This is an integrated administration and stop loss offering. Admin fee is not valid outside of this pairing with stop loss. Anthem Stop Loss cannot be omitted without approval from Underwriting.
- This offer assumes that no class of employees will be offered an HRA integrated with individual health insurance coverage. Anthem must be notified if particular classes of employees will be offered an HRA integrated with individual health insurance coverage, and a census of those employees must be provided so that appropriate adjustments, if needed, can be made to this offer.
- This quote does not include funding of the Patient-Centered Outcome Research Institute fee.
- This renewal is contingent upon the group / plan sponsor being current with all premium or fees as of the effective date of the renewal, unless specifically agreed to in writing in advance by Anthem.
- This proposal assumes no new lasering of individual members for the next renewal. Ongoing lasers will remain in place unless otherwise noted.
- Anthem reserves the right to inspect and audit any and all of LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT documents relating to claims submitted to Anthem. Documentation includes, but is not limited to, claims, case management, utilization management records, audit records (including audits of TPA and TPA's providers and vendors), eligibility, as well as other information requested by Anthem. Anthem also has the right to review and audit records related to subrogation and other recoveries.
- The agent/broker does not have the authority to bind or modify the terms of this offer without prior approval of Anthem.
- Please note, any additional budgets provided in conjunction with this proposal, if applicable, must be invoiced prior to the end of the plan year in which they are allocated in order to be funded.
- A 50% Rate Cap provision applies to the 2026 stop loss policy period. The provision will be adjusted to reflect any changes related to basis, deductible, commission level, etc.
- A No New Laser provision applies to the 2026 stop loss policy period. The provision will be adjusted to reflect any changes related to basis, deductible, commission level, etc.
- HSA/HDHP plan benefits are subject to IRS guidelines and may change.
- This proposal assumes that Anthem will be the only Self Funded carrier offered and no fully-insured lives are covered.

Authorized Signature: _____

Title: _____

Date: _____

Additional service fees (ASO)

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

Effective January 1, 2025 through December 31, 2025

Additional service fees

- Runout Period Claims Processing Fee Types**
 Fees associated with claims processed during the runout period, including without limitation subrogation fees, recovery fees, and network access fees, will be charged during the runout period.
- Runout Period Claims Processing Fee Costs**
 The cost of processing runout claims is excluded. The charge for processing 12 months of runout claims is 9.0% of all runout claims. In addition, direct charges may be incurred following termination that are not included in the standard runout processing fee (e.g., data feeds to other vendors).
- Out of Network Savings Fees**
 The fee will be equal to 50% of the savings achieved on certain non-network claims.
- No Surprises Act - Qualifying Payment Amount Fee**
 If program selected, the fee would be equal to 15% of the savings achieved on No Surprises Act claims priced using the Qualifying Payment Amount for provider reimbursement.
- Traditional Network Provider Savings Fee**
 The fee will be equal to 50% of Traditional network discounts. Traditional network discount is the difference between billed charges for covered services and the traditional provider negotiated amount. Prescription drug claims, claims paid on a capitated basis and Payment Innovation program payments are excluded from the fee calculation.
- BlueCard Fees**
 The following BlueCard fees will be included on the ASO invoice:
 - The access fee is charged at a percentage no greater than 1.93% of the discount/differential subject to a maximum of \$2,000 per claim.
 - The AEA Fee is \$4.00 per professional provider claim and \$9.75 per institutional claim.
 - Occasionally, Anthem and a Host Blue may contract for a lower fee by combining the Access Fee and the AEA fee.
 - The Central Financial Agency fee is \$0.35 per payment notice. The ITS transaction fee is \$0.05 per claims transaction.
 - BlueCard fees are not charged in Anthem states. For a complete description of these fees, please consult your ASO Agreement.
- Enhanced Personal Health Care (EPHC) Program Administration**
 The fee for Anthem's oversight of EPHC with providers or vendors is 25% of the per attributed member per month amount charged to the Employer for the provider performance bonus portion of the EPHC program.
- Subrogation services**
 The charge is 25% of gross subrogation recovery.
- Overpayment Identification and Claims Prepayment Analysis Activities**
 The charge to Employer is 25% of (i) the amount recovered from review of Claims and membership data and audits of Provider and Vendor activity to identify overpayments and (ii) the difference between the amount Employer would have been charged absent prepayment analysis activities and the amount that was charged to Employer following performance of the prepayment analysis activities. This includes, but is not limited to, activities related to COB, Host Blue activities, contract compliance, and eligibility. The fee will not exceed \$25,000 per claim.
- External appeals**
 The PPACA requires that ASO groups provide a process for external claims appeals to be available in situations where adverse benefit determinations have been made. Employer may contract with Anthem for this service or arrange to work directly with an external vendor. The fee will be \$500 per external appeal for the service contracted with Anthem.
- Independent Dispute Resolution**
 Fee for Independent Dispute Resolution. Fees charged to Anthem as part of independent dispute resolution processes, including arbitrator fees, will be charged to Employer.
- Reporting**
 Management reports (e.g., standard account reporting package, performance guarantee reporting, lag reports, online reporting tool/access are included in our fees. In addition to these reports, Anthem will provide 20 hours of time needed to generate custom or ad-hoc reports (e.g., care management and utilization review reports) at no charge per year. The charge beyond 20 hours per year is \$150 per hour of time needed to generate the custom or ad-hoc report.
- Data Feeds**
 Anthem shall provide up to one Monthly data feed to a supported outside vendor in Anthem's standard format, not to exceed 12 feeds. The charge is \$1,000 for each additional feed. Each time a report is sent to a supported vendor electronically, it is considered a feed, even if the same report is sent to the same vendor monthly. For example, if monthly feeds are sent to two supported vendors, 24 electronic data feeds will have been used on an annual basis. The charge for Weekly data feeds to a single supported vendor, not to exceed 52 feeds, is \$15,000 annually. The charge for Daily data feeds to a single supported vendor, not to exceed 365 feeds, is \$20,000 annually. Additional fees would be required for Stop Loss interfaces, Rx integration feeds and telemedicine.
- Pharmacy Benefit Administration**
 See Pharmacy Pricing Summary.
- Claim Related Charges**

Additional service fees (ASO)

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

Effective January 1, 2025 through December 31, 2025

For identified programs, Anthem has deemed certain charges as claim-related and they will be billed as such. These may include provider or vendor charges that have a direct positive impact on the cost of care. Since these charges are considered claim-related by Anthem, they are incorporated into the claims projection (available upon request).

- **Engagement on Claims Audits**

\$150 per hour in situations where Anthem is asked to perform research on claim audit findings. Maximum of 250 claims will be reviewed by Anthem.

0463813-05

Authorized Signature: _____

Title: _____

Date: _____

RESOLUTION NO. _____ - 2024

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A RENEWAL AGREEMENT WITH ANTHEM HEALTH PLANS OF KENTUCKY, INC., FOR ADMINISTRATIVE SERVICES, RATES, AND FEES WITHIN THE AGREEMENT, FOR THE PERIOD BEGINNING JANUARY 1, 2025 THROUGH DECEMBER 31, 2025.

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 renewal Agreement, which is attached hereto and incorporated herein by reference, and any other documents necessary for the renewal, with Anthem Health Plans of Kentucky, Inc., for administrative services, rates and fees within the agreement, for the period beginning January 1, 2025 through December 31, 2025.

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
1101-24:MSC:4890-6504-0630, v. 1

RESOLUTION NO. 585 - 2024

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A RENEWAL AGREEMENT WITH ANTHEM HEALTH PLANS OF KENTUCKY, INC., FOR ADMINISTRATIVE SERVICES, RATES, AND FEES WITHIN THE AGREEMENT, FOR THE PERIOD BEGINNING JANUARY 1, 2025 THROUGH DECEMBER 31, 2025.

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 renewal Agreement, which is attached hereto and incorporated herein by reference, and any other documents necessary for the renewal, with Anthem Health Plans of Kentucky, Inc., for administrative services, rates and fees within the agreement, for the period beginning January 1, 2025 through December 31, 2025.

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

PASSED URBAN COUNTY COUNCIL: November 21, 2024



MAYOR

ATTEST:



CLERK OF URBAN COUNTY COUNCIL

1101-24:MSC:4890-6504-0630, v. 1



Anthem Insurance Companies, Inc.

220 Virginia Ave

Indianapolis, IN 46204

STOP LOSS POLICY

This policy is entered into by and between Lexington-Fayette Urban County Government ("Employer") and Anthem Insurance Companies Inc., 220 Virginia Ave, Indianapolis, IN 46204, d.b.a. Anthem Blue Cross and Blue Shield ("Anthem") for the purpose of establishing stop loss coverage and is effective as of 01/01/2024 upon the terms and conditions herein ("Policy").

If there are any inconsistencies between this Policy and any prior stop loss agreements or the Administrative Services Agreement between Anthem and Employer, the terms and conditions of this Policy shall control.

In consideration of the promises and the mutual covenants contained in this Policy, Anthem and Employer (the "Party" or "Parties" as appropriate) agree as follows:

ARTICLE 1 DEFINITIONS

For purposes of this Policy and any amendments, attachments, or schedules to this Policy, the following words and terms have the following meanings unless the context or use clearly indicates another meaning or intent. If a term is not defined, the term shall have the same meaning as defined in the Administrative Services Agreement between the Parties.

DOMESTIC CLAIMS. Paid Claims for a service or supply provided by Employer or Employer's health system as the medical provider.

ELIGIBLE CLAIM DATE PERIOD. The dates during which Claims for benefits provided under the terms of the Plan must be Incurred and paid in order to be covered by this Policy.

ELIGIBLE CLAIMS EXPENSES. Benefits incurred by a Member that are payable under the Plan and that are not excluded under this Policy.

INCURRED. The date on which a supply is obtained or a service is rendered to a Member.

INVOICE DUE DATE. The date of the invoice provided to Employer indicating when payment is due.

LINES OF COVERAGE. The benefit plan(s) administered by Anthem and provided in Schedule A.

PAID CLAIM. A Claim for Covered Services rendered or supplies provided to a Member under the terms of the Plan, provided such Claim has been received, adjudicated, and paid by Anthem. Paid Claim shall have the same meaning as contained in the Administrative Services Agreement between the Parties, unless excluded as indicated in Sections 4(E) and 5(D) of Schedule A.

POLICY PERIOD. The period of time indicated in Section 1 of Schedule A.

SPECIFIC STOP LOSS LIMIT. The threshold total dollar amount of Paid Claims for which Employer is financially responsible with respect to a Subscriber or Member as indicated in Section 4(A) of Schedule A. Subject to the terms of this Policy, Anthem is financially responsible for Paid Claims in excess of the Specific Stop Loss Limit.

TRANSPLANT. A procedure or series of procedures by which an organ or tissue is either: (1) removed from the body of one person and implanted in the body of a Member; or (2) removed from and replaced in the Member's body.

USUAL AND CUSTOMARY. The most common charge for similar services, medicines, or supplies within the locality in which the charge is incurred.

Anthem Blue Cross and Blue Shield is the trade name of Anthem Insurance Companies, Inc. Independent licensee of the Blue Cross and Blue Shield Association. ANTHEM is a registered trademark of Anthem Insurance Companies, Inc. The Blue Cross and Blue Shield names and symbols are registered marks of the Blue Cross and Blue Shield Association.

**ARTICLE 2
SPECIFIC STOP LOSS COVERAGE**

- 2.1 When the total amount of Paid Claims pertaining to Subscribers or Members and Lines of Coverage provided in Sections 4(A) and 4(B) of Schedule A exceeds the Specific Stop Loss Limit provided in Section 4(C) of Schedule A, Anthem shall reimburse Employer for such excess.

Anthem's reimbursement under this Article 2 shall begin with the invoice on which the Specific Stop Loss Limit is exceeded.

- 2.2 In the event that the Specific Stop Loss Limit is reached, no amount in excess of the Specific Stop Loss Limit shall be applied towards attainment of any Aggregate Stop Loss Limit.
- 2.3 Certain Paid Claims may be excluded from the specific stop loss coverage provided in this Policy. These exclusions are provided in Section 4(E) of Schedule A as applicable.
- 2.4 For any reimbursement owed or made under this Article 2, Anthem shall be permitted to recoup or offset an amount equal to any prescription drug rebates received by Employer that are attributable to Eligible Claims Expenses of a Member whose Eligible Claims Expenses have met the Specific Stop Loss Limit, even if such rebates are received by Employer after the end of the Policy Period. The recoupment or offset shall be limited to the amount of the reimbursement that was made or would otherwise be made by Anthem absent the rebates. Employer shall provide documentation reasonably requested by Anthem as part of its Proof of Loss and within one year after payment under this Article 2 that demonstrates the value and the claims upon which any prescription drug rebates were received.

To the extent permitted by the Employer's PBM, Employer agrees to assign to Anthem its right to receive rebates from PBM that are attributable to Eligible Claims Expenses for Members whose Eligible Claims Expenses have met the Specific Stop Loss Limit, up to the limits set forth in the previous paragraph. Any payments of rebates pursuant to this assignment will continue to be credited to the amount of rebates paid by PBM to Employer pursuant to the administrative services agreement between PBM and Employer ("PBM ASA") and will be included in the calculation of any rebate guarantees offered to Employer under their PBM ASA.

**ARTICLE 3
AGGREGATE STOP LOSS COVERAGE**

This Article has been intentionally omitted.

**ARTICLE 4
LIMITATIONS ON COVERAGE**

- 4.1 Unless otherwise noted in Schedule A, Paid Claims for Members are covered under the term of the Eligible Claim Date Period of this Policy.
- 4.2 Claims that are covered by another contract shall not count toward the attainment of the stop loss limit(s) under this Policy. In addition, Paid Claims that are covered under the term of an Eligible Claim Date Period will not count toward attainment of any stop loss limit(s) under a subsequent Policy Period.
- 4.3 Under the Administrative Services Agreement, Employer may request Anthem to process and pay Claims that were denied by Anthem or take other actions with respect to the Plan that are not specifically provided in the Benefits Booklet. In such cases, payments shall not count toward the stop loss accumulators under this Policy unless otherwise agreed to in writing by Anthem.
- 4.4 If a Member does not enroll when first eligible or during a special enrollment period, the Member shall be considered a "Late Enrollee" as defined in the Benefits Booklet. Paid Claims for a Late Enrollee shall not apply towards the stop loss limits under this Policy unless Anthem first provides Employer with written approval and the effective date of coverage under this Policy. Anthem has the right to allow or deny stop loss coverage under this Policy for a Late Enrollee. Anthem shall not cover under this Policy any Late Enrollee not disclosed by Employer to Anthem.
- 4.5 A Claim incurred during the Eligible Claim Date Period but not paid until after the expiration of the Eligible Claim Date Period is not eligible for coverage under this Policy Period.

ARTICLE 5 SETTLEMENT

- 5.1 Within 120 days after the end of each Eligible Claim Date Period, Anthem shall furnish Employer with a settlement calculation and any additional data which, in Anthem's opinion, is needed to explain to Employer the settlement calculation. Anthem has the right to offset any amounts it owes to Employer under this Policy by any amount Employer owes under the Administrative Services Agreement, this Policy, or any other agreement with Anthem.
- 5.2 If, based on the settlement calculation for a Policy Period, Anthem must pay Employer an amount due under the terms of this Policy, Anthem shall pay Employer no later than 30 days after the settlement calculation subject to any right to offset any amounts owed to Employer.
- If, based on the settlement calculation Employer must pay Anthem an amount under the terms of this Policy, then Employer shall pay Anthem no later than 30 days following receipt of the invoice.

ARTICLE 6 STOP LOSS PREMIUM RATES

The premium rates for the specific stop loss coverage provided in this Policy are indicated in Section 4(D) of Schedule A. The premium rates for the aggregate stop loss coverage provided in this Policy are indicated in Section 5(C) of Schedule A. Employer shall pay Anthem such amounts by the Invoice Due Date.

ARTICLE 7 LATE PAYMENT PENALTY

If Employer fails to timely pay any amount due to Anthem under this Policy, Employer shall pay a late payment penalty for each day the payment is late. The late payment penalty shall be calculated at the rate of 12% simple interest per annum (365 days), and shall be included on a subsequent invoice and payable by the Invoice Due Date. If applicable, Employer agrees to reimburse Anthem for any expenses charged to Anthem by a financial institution, Provider or Vendor due to Employer's failure to maintain sufficient funds in a designated bank account. Any acceptance by Anthem of late payments shall not be deemed a waiver of its rights to terminate this Policy for any future failure of Employer to make timely payments.

ARTICLE 8 CHANGES IN TERMS OR CONDITIONS

- 8.1 If Anthem offers to renew this Policy at the end of a Policy Period, then Anthem shall provide Employer with the terms and conditions of the proposed renewal in writing within the time period provided in Section 1 of Schedule A. Employer shall notify Anthem in writing of its selection from the renewal options by indicating its selection and signing Anthem's designated renewal form. If Anthem does not receive a signed acceptance of the renewal from Employer prior to the start of the next Policy Period, Employer's payment of the amounts provided in the renewal shall constitute Employer's acceptance of the terms. Anthem shall provide a revised Schedule A that will become part of this Policy without the necessity of securing Employer's signature.

8.2 Policy Changes

Anthem reserves the right to make changes to this Policy, to Schedule A, or other applicable Schedules at a time other than the start of a Policy Period upon the occurrence of one or more of the following events:

- (1) a change to the Plan benefits initiated by Employer that results in a substantial change in the services as determined by Anthem; (2) a change in ownership (including but not limited to a merger, consolidation, or transfer of all or substantially all of Employer's assets); (3) a change in the total number of Members resulting in either an increase or decrease of 10% or more of the number of Members enrolled for coverage on the date the stop loss premium was last modified; (4) a change in Employer contribution; (5) a change in the nature of Employer's business resulting in a change in its designated Standard Industrial Classification ("SIC") code; or (6) a change in applicable law affecting this Policy or any of the Plan Documents.

Anthem shall provide Employer with at least 30 days' notice of changes and such change will be effective as of the date of any occurrence listed above. If such change is unacceptable to Employer, either Party shall have the right to terminate this Policy by giving written notice of termination to the other Party within 30 days of the change. If Employer accepts the proposed change, Anthem shall provide a revised Schedule A that will then become part of this Policy without the necessity of securing Employer's signature on the Schedule A.

8.3 Signature Requirements

No modification or change in any provision of this Policy, including but not limited to, changes at renewal, shall be effective unless and until approved in writing by an authorized representative of Anthem and evidenced by an amendment or new Schedule attached to this Policy.

- 8.4 Any payments made under this Policy shall only be for the benefit of Employer. Anthem has no obligation or liability under this Policy to provide benefits to Subscribers or Members. No Subscriber or Member shall have the right to any of the proceeds of any stop loss insurance obtained by Employer pursuant to this Policy.

**ARTICLE 9
SUBROGATION AND OTHER RECOVERIES**

Any subrogation or other recovery received by the Plan will not be used to satisfy any of the stop loss limits under this Policy. Anthem will first be repaid any amounts it has reimbursed under this Policy or under a previous stop loss agreement between the Parties. Any remaining recovery amounts shall be credited or paid to Employer as described in the Administrative Services Agreement.

**ARTICLE 10
TERMINATION**

- 10.1 This Policy automatically terminates as follows:

- 10.1.1 At the end of each Policy Period unless the Policy is renewed pursuant to Article 8 of this Policy.
- 10.1.2 Upon the termination of the Administrative Services Agreement.
- 10.1.3 At the end of the month in which fewer than 100 Subscribers are covered under the Plan.
- 10.1.4 If Employer changes to a third party administrator other than Anthem for the Claims that are subject to this Policy.

Upon termination of this Policy, the Parties shall remain liable for all payments due under this Policy.

- 10.2 Employer may terminate this Policy at any time other than at the end of a Policy Period by giving Anthem 90 days written notice of its intent to terminate.
- 10.3 Notwithstanding any other provision of this Article 10, this Policy automatically terminates, without further notice or action, if Employer fails to pay any premium amounts due under this Policy within 7 days of the date of Anthem's notice to Employer of a delinquent amount owed. Such termination shall be effective as of the last period for which full payment was made. Any acceptance of a delinquent payment by Anthem shall not be deemed a waiver of this provision for termination of this Policy. Delivery of payment to Anthem or Anthem's receipt and negotiation of a tendered payment through its automatic deposit procedures shall not be deemed acceptance or a waiver of such termination. If this Policy is terminated due to nonpayment of premium, Claims Run-out coverage, if any, will not apply.
- 10.4 Notwithstanding any other provision of this Policy, if Employer engages in fraudulent conduct or misrepresentation, Anthem may rescind, cancel, or terminate this Policy, effective on the date of the fraudulent conduct or misrepresentation regardless of the date Anthem discovered such conduct. Employer shall be liable to Anthem for any and all payments made, as well as losses or damages sustained by Anthem arising as a result of such Employer conduct.
- 10.5 In the event that this Policy terminates or is terminated prior to the end of a Policy Period, the stop loss limits under this Policy shall not be prorated, and Anthem shall not reimburse Employer for any Paid Claims unless the Specific Stop Loss Limit and/or the Aggregate Stop Loss Limit or the Minimum Aggregate Stop Loss Limit, if greater, have been met. Only amounts accumulated towards any stop loss limits under this Policy through the date of termination will be used in the determination of whether such limits have been met. Anthem shall have no obligation to refund to Employer any stop loss premiums paid by Employer under this Policy.

If, based on the settlement calculation, Anthem must pay Employer an amount due under the terms of this Policy, Anthem shall pay Employer no later than 30 days after the settlement calculation subject to any right to offset any amounts owed to Employer.

If, based on the settlement calculation Employer must pay Anthem an amount under the terms of this Policy, then Employer shall pay Anthem no later than 30 days following receipt of the invoice.

ARTICLE 11 NOTICES

- 11.1 Notices under this Policy shall be deemed sufficient when made in writing as follows: to Employer, by first class mail, personal delivery, electronic mail or overnight delivery with confirmation capability, to its principal office shown upon the records of Anthem; to Anthem, by first class mail, personal delivery, electronic mail or overnight delivery with confirmation capability, to the designated Anthem sales representative.
- 11.2 A notice or demand shall be deemed to have been given as of the date of deposit in the United States mail with postage prepaid or, in the case of delivery other than by mail, on the date of actual delivery at the appropriate address.

ARTICLE 12 GENERAL PROVISIONS

- 12.1 No failure or delay by either Party to exercise any right or to enforce any obligation herein and no course of dealing between Employer and Anthem shall operate as a waiver of such right or obligation or be construed as or constitute a waiver of the right to enforce or insist upon compliance with such right or obligation in the future. Any single or partial exercise of any right or failure to enforce any obligation shall not preclude any other or further exercise or the right to exercise any other right or enforce any other obligation.
- 12.2 Unless it has first obtained the written consent of an officer of the other Party, neither Party may assign this Policy to any other person. Notwithstanding the foregoing, Anthem may, with advance written notice to Employer, assign or otherwise transfer its rights and obligations hereunder, in whole or in part, to: (i) any affiliate of Anthem; or (ii) any entity surviving a transaction involving the merger, acquisition, consolidation, or reorganization of Anthem, or in which all or substantially all of Anthem's assets are sold. Additionally, Employer may, with advance written notice to Anthem, assign, delegate, or otherwise transfer its rights and obligations hereunder, in whole, to (i) any affiliate of Employer; or (ii) any entity surviving a transaction involving the merger, acquisition, consolidation or reorganization of Employer, or in which all or substantially all of Employer's assets are sold, provided that such affiliate or other assignee presents, in Anthem's opinion, an equivalent or better financial status and credit risk. Either Party is required to provide advance written notice under this provision only to the extent permissible under applicable law and the reasonable terms of the agreement(s) governing such merger, acquisition, consolidation, reorganization, or asset sale. If advance written notice is not allowed, notice shall be provided as soon as practicable. Upon receipt of notice of an assignment of this Policy, the other Party may terminate this Policy by providing the assigning Party with 30 days advance written notice of termination. Any assignee of rights or benefits under this Policy shall be subject to all of the terms and provisions of this Policy. Either Party may subcontract any of its duties under this Policy without the prior written consent of other Party; however, the Party subcontracting the services shall remain responsible for fulfilling its obligations under this Policy.
- 12.3 The payment of amounts under this Policy will not include any taxes which might be paid or payable by Employer; or any tax liability, interest, penalty, or assessment imposed by any regulatory or taxing authority or any state or federal health insurance exchange, uninsured pool or any other similar state or federal program. Employer agrees to reimburse Anthem for any tax liability, assessment, fee or other amount paid or payable by Employer that is assessed against Anthem on the basis of the stop loss coverage provided to Employer, including any amounts related to the assessment by the Federal government under the Patient Protection and Affordable Care Act and its amendments ("PPACA") and shall reimburse Anthem for the amount of any such tax liability incurred by Anthem and allocated to Employer as the result of such tax assessment. Such reimbursement shall be due and payable to Anthem by the Invoice Due Date.
- 12.4 No action by either Party alleging a breach of this Policy may be commenced after the expiration of 3 years from the date on which the claim arose.

- 12.5 Employer on behalf of itself and its participants, hereby expressly acknowledges its understanding that this Policy constitutes a contract solely between Employer and Anthem, that Anthem is an independent corporation operating under a license with the Blue Cross and Blue Shield Association, an association of independent Blue Cross and Blue Shield Plans, permitting Anthem to use the Blue Cross and Blue Shield Service Marks in the State of Kentucky and that Employer further acknowledges and agrees that it has not entered into this Policy based upon representations by any person other than Anthem and that no person, entity, or organization other than Anthem shall be held accountable or liable to it for any of Anthem's obligations to Employer created under this Policy. This paragraph shall not create any additional obligations whatsoever on the part of Anthem other than those obligations created under other provisions of this Policy.
- 12.6 If there is a conflict between the terms and conditions of this Policy and the Administrative Services Agreement between the Parties, the terms and conditions of this Policy shall prevail.
- 12.7 Anthem agrees that it will not terminate this Policy during an Eligible Claim Date Period due to adverse claim experience of Member(s).

ARTICLE 13 ENTIRE AGREEMENT

- 13.1 The following documents will constitute the entire description of stop loss coverage between the Parties: this Policy, including any applications, amendments and Schedules thereto.
- 13.2 This Policy supersedes any and all prior agreements between the Parties, whether written or oral, and other documents, if any, addressing the subject matter contained in this Policy.
- 13.3 If any provision of this Policy is held to be invalid, illegal or unenforceable in any respect under applicable law, order, judgment or settlement, such provision shall be excluded from the Policy and the balance of this Policy shall be interpreted as if such provision were so excluded and shall be enforceable in accordance with its terms.

ARTICLE 14 INTENTIONALLY OMITTED

IN WITNESS WHEREOF, the parties hereto have caused this Policy to be executed in duplicate by affixing the signatures of duly authorized officers.

Lexington-Fayette Urban County Government

Anthem Insurance Companies, Inc. d.b.a. Anthem Blue Cross and Blue Shield

By:

Linda Gorton

Title:

Mayer

Date:

3/10/2025

By:

Kevin Kyle

Title:

RVP of Sales

Date:

2/27/25

**SCHEDULE A
to the
STOP LOSS POLICY
with
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**

Section 1. Term

The Policy Period shall be from 01/01/2024 through 12/31/2024. For purposes of this Policy Period, this Schedule shall supplement and amend the Stop Loss Policy between the Parties.

Anthem shall provide an offer to renew this Policy at least 30 days prior to the end of a Policy Period.

Jurisdiction of this Policy shall be in the state of Kentucky.

Section 2. Eligible Claim Date Period

Claims under the Plan shall be covered by the Stop Loss Policy when Incurred and paid as follows:

- Incurred from January 01, 2015 through December 31, 2024 and
- Paid from January 01, 2024 through December 31, 2024

The Eligible Claim Date Period applies only to a full Policy Period.

Section 3. Member Classification Excluded from Stop Loss Coverage

Not Applicable

Section 4. Specific Stop Loss Coverage

A. Application of Specific Stop Loss Coverage

Amounts accumulated toward the Specific Stop Loss Limit shall be calculated as follows:

- Per Member

B. Lines of Coverage

The specific stop loss coverage shall apply to the following benefits under the Plan:

- Medical with Prescription Drug & Embedded Vision

C. Specific Stop Loss Coverage Limits

Specific Stop Loss Limit

- \$350,000.00

D. Premium Rates

The per Subscriber Premium Rates for the specific stop loss coverage shall be the following:

Medical with Prescription Drug

Composite \$41.49/mo.

E. Paid Claims

For purposes of specific stop loss coverage, Paid Claims shall exclude the following:

- Dental
- Vision
- Short Term Disability
- Capitated Fees
- Service Fees under the Blue Cross and Blue Shield Association InterPlan Program
- Administrative Fees under the Blue Cross and Blue Shield Association InterPlan Program
- Comprehensive Health Solutions Program Fees
- All Claim Surcharges
- Any surcharge listed in the invoice as "Other Charges and Credits"
- Funds representing Employer allocation to Consumer Directed Health Plan accounts
- Network Access Fees
- Administrative Service Fees provided under Schedule A, Section 3 of the ASO Agreement.

Section 5. Aggregate Stop Loss Coverage

Not Applicable

Section 6. Payment

ACH Demand Debit Reimbursement. Anthem will initiate an ACH demand debit transaction that will withdraw the amount due from a designated Employer bank account no later than the next business day following the Invoice Due Date; however, if the Invoice Due Date falls on either a banking holiday, a Saturday or a Sunday, the withdrawal shall be made on the following banking day.

Section 7. Premium Credit

Anthem shall credit premium for each retroactive deletion up to a maximum of 60 days.

Section 8. Maximums

Not Applicable

Section 9. Other Fees and Charges

Not Applicable

IN WITNESS WHEREOF, this Policy has been executed by Anthem by its duly authorized officer.

Lexington-Fayette Urban County Government

Anthem Insurance Companies, Inc. d.b.a. Anthem Blue Cross and Blue Shield

By:

Linda Gorton

By:

Kevin Kyde

Title:

Mayer

Title:

RVP of Sales

Date:

3/10/2025

Date:

2/27/25

ENDORSEMENTS SCHEDULE

This Endorsements Schedule to the Stop Loss Policy is effective 01/01/2024. This Schedule describes additional endorsements applicable to the Stop Loss Policy. If there are any inconsistencies between the terms of the Policy or Schedule A to this Policy and this Schedule, the terms of this Schedule shall control.

1. Premium Rates for the subsequent Policy Period will not exceed the current rates by more than 50% so long as no material changes to stop loss coverage, benefit design, commissions, or administration occur. If a material change occurs the additional increase in Premium Rates will be proportional to the change in question.
2. Anthem will not add any new member specific limits or exclusions to any current Members for the Policy Period and, to the extent the Policy is renewed, up to a period of 1 years following the effective date of the Policy.

Lexington-Fayette Urban County Government

Anthem Insurance Companies, Inc. d.b.a. Anthem Blue Cross and Blue Shield

By: <u><i>Linda Gorton</i></u>	By: <u><i>Kevin Kyle</i></u>
Title: <u><i>Mayer</i></u>	Title: <u><i>RVP of Sales</i></u>
Date: <u><i>3/10/2025</i></u>	Date: <u><i>2/27/25</i></u>



STOP LOSS POLICY

This policy is entered into by and between Lexington-Fayette Urban County Government ("Employer") and Anthem Insurance Companies Inc., 220 Virginia Ave, Indianapolis, IN 46204, d.b.a. Anthem Blue Cross and Blue Shield ("Anthem") for the purpose of establishing stop loss coverage and is effective as of 01/01/2025 upon the terms and conditions herein ("Policy").

If there are any inconsistencies between this Policy and any prior stop loss agreements or the Administrative Services Agreement between Anthem and Employer, the terms and conditions of this Policy shall control.

In consideration of the promises and the mutual covenants contained in this Policy, Anthem and Employer (the "Party" or "Parties" as appropriate) agree as follows:

ARTICLE 1 DEFINITIONS

For purposes of this Policy and any amendments, attachments, or schedules to this Policy, the following words and terms have the following meanings unless the context or use clearly indicates another meaning or intent. If a term is not defined, the term shall have the same meaning as defined in the Administrative Services Agreement between the Parties.

ELIGIBLE CLAIM DATE PERIOD. The dates during which Claims for benefits provided under the terms of the Plan must be Incurred and paid in order to be covered by this Policy.

ELIGIBLE CLAIMS EXPENSES. Benefits incurred by a Member that are payable under the Plan and that are not excluded under this Policy.

INCURRED. The date on which a supply is obtained or a service is rendered to a Member.

INVOICE DUE DATE. The date of the invoice provided to Employer indicating when payment is due.

LINES OF COVERAGE. The benefit plan(s) administered by Anthem and provided in Schedule A.

PAID CLAIM. A Claim for Covered Services rendered or supplies provided to a Member under the terms of the Plan, provided such Claim has been received, adjudicated, and paid by Anthem. Paid Claim shall have the same meaning as contained in the Administrative Services Agreement between the Parties, unless excluded as indicated in Sections 4(E) and 5(D) of Schedule A.

POLICY PERIOD. The period of time indicated in Section 1 of Schedule A.

SPECIFIC STOP LOSS LIMIT. The threshold total dollar amount of Paid Claims for which Employer is financially responsible with respect to a Subscriber or Member as indicated in Section 4(A) of Schedule A. Subject to the terms of this Policy, Anthem is financially responsible for Paid Claims in excess of the Specific Stop Loss Limit.

TRANSPLANT. A procedure or series of procedures by which an organ or tissue is either: (1) removed from the body of one person and implanted in the body of a Member; or (2) removed from and replaced in the Member's body.

USUAL AND CUSTOMARY. The most common charge for similar services, medicines, or supplies within the locality in which the charge is incurred.

ARTICLE 2 SPECIFIC STOP LOSS COVERAGE

- 2.1 When the total amount of Paid Claims pertaining to Subscribers or Members and Lines of Coverage provided in Sections 4(A) and 4(B) of Schedule A exceeds the Specific Stop Loss Limit provided in Section 4(C) of Schedule A, Anthem shall reimburse Employer for such excess.

Anthem's reimbursement under this Article 2 shall begin with the invoice on which the Specific Stop Loss Limit is exceeded.

Anthem Blue Cross and Blue Shield is the trade name of Anthem Health Plans of Kentucky, Inc. Independent licensee of the Blue Cross and Blue Shield Association. ANTHEM is a registered trademark of Anthem Insurance Companies, Inc. The Blue Cross and Blue Shield names and symbols are registered marks of the Blue Cross and Blue Shield Association.

- 2.2 In the event that the Specific Stop Loss Limit is reached, no amount in excess of the Specific Stop Loss Limit shall be applied towards attainment of any Aggregate Stop Loss Limit.
- 2.3 Certain Paid Claims may be excluded from the specific stop loss coverage provided in this Policy. These exclusions are provided in Section 4(E) of Schedule A as applicable.
- 2.4 For any reimbursement owed or made under this Article 2, Anthem shall be permitted to recoup or offset an amount equal to any prescription drug rebates received by Employer that are attributable to Eligible Claims Expenses of a Member whose Eligible Claims Expenses have met the Specific Stop Loss Limit, even if such rebates are received by Employer after the end of the Policy Period. The recoupment or offset shall be limited to the amount of the reimbursement that was made or would otherwise be made by Anthem absent the rebates. Employer shall provide documentation reasonably requested by Anthem as part of its Proof of Loss and within one year after payment under this Article 2 that demonstrates the value and the claims upon which any prescription drug rebates were received.

To the extent permitted by the Employer's PBM, Employer agrees to assign to Anthem its right to receive rebates from PBM that are attributable to Eligible Claims Expenses for Members whose Eligible Claims Expenses have met the Specific Stop Loss Limit, up to the limits set forth in the previous paragraph. Any payments of rebates pursuant to this assignment will continue to be credited to the amount of rebates paid by PBM to Employer pursuant to the administrative services agreement between PBM and Employer ("PBM ASA") and will be included in the calculation of any rebate guarantees offered to Employer under their PBM ASA.

ARTICLE 3 AGGREGATE STOP LOSS COVERAGE

This Article has been intentionally omitted.

ARTICLE 4 LIMITATIONS ON COVERAGE

- 4.1 Unless otherwise noted in Schedule A, Paid Claims for Members are covered under the term of the Eligible Claim Date Period of this Policy.
- 4.2 Claims that are covered by another contract shall not count toward the attainment of the stop loss limit(s) under this Policy. In addition, Paid Claims that are covered under the term of an Eligible Claim Date Period will not count toward attainment of any stop loss limit(s) under a subsequent Policy Period.
- 4.3 Under the Administrative Services Agreement, Employer may request Anthem to process and pay Claims that were denied by Anthem or take other actions with respect to the Plan that are not specifically provided in the Benefits Booklet. In such cases, payments shall not count toward the stop loss accumulators under this Policy unless otherwise agreed to in writing by Anthem.
- 4.4 If a Member does not enroll when first eligible or during a special enrollment period, the Member shall be considered a "Late Enrollee" as defined in the Benefits Booklet. Paid Claims for a Late Enrollee shall not apply towards the stop loss limits under this Policy unless Anthem first provides Employer with written approval and the effective date of coverage under this Policy. Anthem has the right to allow or deny stop loss coverage under this Policy for a Late Enrollee. Anthem shall not cover under this Policy any Late Enrollee not disclosed by Employer to Anthem.
- 4.5 A Claim incurred during the Eligible Claim Date Period but not paid until after the expiration of the Eligible Claim Date Period is not eligible for coverage under this Policy Period.
- 4.6 Eligible Claims Expenses in excess of Usual and Customary charges.

ARTICLE 5 SETTLEMENT

- 5.1 Within 90 days after the end of each Eligible Claim Date Period, Anthem shall furnish Employer with a settlement calculation and any additional data which, in Anthem's opinion, is needed to explain to Employer the settlement calculation. Anthem has the right to offset any amounts it owes to Employer under this Policy by any amount Employer owes under the Administrative Services Agreement, this Policy, or any other agreement with Anthem.
- 5.2 If, based on the settlement calculation for a Policy Period, Anthem must pay Employer an amount due under the terms of this Policy, Anthem shall pay Employer no later than 30 days after the settlement calculation subject to any right to offset any amounts owed to Employer.

If, based on the settlement calculation Employer must pay Anthem an amount under the terms of this Policy, then Employer shall pay Anthem no later than 30 days following receipt of the invoice.

ARTICLE 6 STOP LOSS PREMIUM RATES

The premium rates for the specific stop loss coverage provided in this Policy are indicated in Section 4(D) of Schedule A. The premium rates for the aggregate stop loss coverage provided in this Policy are indicated in Section 5(C) of Schedule A. Employer shall pay Anthem such amounts by the Invoice Due Date.

ARTICLE 7 LATE PAYMENT PENALTY

If Employer fails to timely pay any amount due to Anthem under this Policy, Employer shall pay a late payment penalty for each day the payment is late. The late payment penalty shall be calculated at the rate of 12% simple interest per annum (365 days), and shall be included on a subsequent invoice and payable by the Invoice Due Date. If applicable, Employer agrees to reimburse Anthem for any expenses charged to Anthem by a financial institution, Provider or Vendor due to Employer's failure to maintain sufficient funds in a designated bank account. Any acceptance by Anthem of late payments shall not be deemed a waiver of its rights to terminate this Policy for any future failure of Employer to make timely payments.

ARTICLE 8 CHANGES IN TERMS OR CONDITIONS

- 8.1 If Anthem offers to renew this Policy at the end of a Policy Period, then Anthem shall provide Employer with the terms and conditions of the proposed renewal in writing within the time period provided in Section 1 of Schedule A. Employer shall notify Anthem in writing of its selection from the renewal options by indicating its selection and signing Anthem's designated renewal form. If Anthem does not receive a signed acceptance of the renewal from Employer prior to the start of the next Policy Period, Employer's payment of the amounts provided in the renewal shall constitute Employer's acceptance of the terms. Anthem shall provide a revised Schedule A that will become part of this Policy without the necessity of securing Employer's signature.

8.2 **Policy Changes**

Anthem reserves the right to make changes to this Policy, to Schedule A, or other applicable Schedules at a time other than the start of a Policy Period upon the occurrence of one or more of the following events:

(1) a change to the Plan benefits initiated by Employer that results in a substantial change in the services as determined by Anthem; (2) a change in ownership (including but not limited to a merger, consolidation, or transfer of all or substantially all of Employer's assets); (3) a change in the total number of Members resulting in either an increase or decrease of 10% or more of the number of Members enrolled for coverage on the date the stop loss premium was last modified; (4) a change in Employer contribution; (5) a change in the nature of Employer's business resulting in a change in its designated Standard Industrial Classification ("SIC") code; or (6) a change in applicable law affecting this Policy or any of the Plan Documents.

Anthem shall provide Employer with at least 30 days' notice of changes and such change will be effective as of the date of any occurrence listed above. If such change is unacceptable to Employer, either Party shall have the right to terminate this Policy by giving written notice of termination to the other Party within 30 days of the change. If Employer accepts the proposed change, Anthem shall provide a revised Schedule A that will then become part of this Policy without the necessity of securing Employer's signature on the Schedule A.

8.3 **Signature Requirements**

No modification or change in any provision of this Policy, including but not limited to, changes at renewal, shall be effective unless and until approved in writing by an authorized representative of Anthem and evidenced by an amendment or new Schedule attached to this Policy.

- 8.4 Any payments made under this Policy shall only be for the benefit of Employer. Anthem has no obligation or liability under this Policy to provide benefits to Subscribers or Members. No Subscriber or Member shall have the right to any of the proceeds of any stop loss insurance obtained by Employer pursuant to this Policy.

ARTICLE 9 SUBROGATION AND OTHER RECOVERIES

Any subrogation or other recovery received by the Plan will not be used to satisfy any of the stop loss limits under this Policy. Anthem will first be repaid any amounts it has reimbursed under this Policy or under a previous stop loss agreement between the Parties. Any remaining recovery amounts shall be credited or paid to Employer as described in the Administrative Services Agreement.

ARTICLE 10 TERMINATION

- 10.1 This Policy automatically terminates as follows:
- 10.1.1 At the end of each Policy Period unless the Policy is renewed pursuant to Article 8 of this Policy.
 - 10.1.2 Upon the termination of the Administrative Services Agreement.
 - 10.1.3 At the end of the month in which fewer than 100 Subscribers are covered under the Plan.
 - 10.1.4 If Employer changes to a third party administrator other than Anthem for the Claims that are subject to this Policy.
- Upon termination of this Policy, the Parties shall remain liable for all payments due under this Policy.
- 10.2 Employer may terminate this Policy at any time other than at the end of a Policy Period by giving Anthem 90 days written notice of its intent to terminate.
- 10.3 Notwithstanding any other provision of this Article 10, this Policy automatically terminates, without further notice or action, if Employer fails to pay any premium amounts due under this Policy within 7 days of the date of Anthem's notice to Employer of a delinquent amount owed. Such termination shall be effective as of the last period for which full payment was made. Any acceptance of a delinquent payment by Anthem shall not be deemed a waiver of this provision for termination of this Policy. Delivery of payment to Anthem or Anthem's receipt and negotiation of a tendered payment through its automatic deposit procedures shall not be deemed acceptance or a waiver of such termination. If this Policy is terminated due to nonpayment of premium, Claims Run-out coverage, if any, will not apply.
- 10.4 Notwithstanding any other provision of this Policy, if Employer engages in fraudulent conduct or misrepresentation, Anthem may rescind, cancel, or terminate this Policy, effective on the date of the fraudulent conduct or misrepresentation regardless of the date Anthem discovered such conduct. Employer shall be liable to Anthem for any and all payments made, as well as losses or damages sustained by Anthem arising as a result of such Employer conduct.
- 10.5 In the event that this Policy terminates or is terminated prior to the end of a Policy Period, the stop loss limits under this Policy shall not be prorated, and Anthem shall not reimburse Employer for any Paid Claims unless the Specific Stop Loss Limit and/or the Aggregate Stop Loss Limit or the Minimum Aggregate Stop Loss Limit, if greater, have been met. Only amounts accumulated towards any stop loss limits under this Policy through the date of termination will be used in the determination of whether such limits have been met. Anthem shall have no obligation to refund to Employer any stop loss premiums paid by Employer under this Policy.
- If, based on the settlement calculation, Anthem must pay Employer an amount due under the terms of this Policy, Anthem shall pay Employer no later than 30 days after the settlement calculation subject to any right to offset any amounts owed to Employer.
- If, based on the settlement calculation Employer must pay Anthem an amount under the terms of this Policy, then Employer shall pay Anthem no later than 30 days following receipt of the invoice.

ARTICLE 11 NOTICES

- 11.1 Notices under this Policy shall be deemed sufficient when made in writing as follows: to Employer, by first class mail, personal delivery, electronic mail or overnight delivery with confirmation capability, to its principal office shown upon the records of Anthem; to Anthem, by first class mail, personal delivery, electronic mail or overnight delivery with confirmation capability, to the designated Anthem sales representative.
- 11.2 A notice or demand shall be deemed to have been given as of the date of deposit in the United States mail with postage prepaid or, in the case of delivery other than by mail, on the date of actual delivery at the appropriate address.

ARTICLE 12 GENERAL PROVISIONS

- 12.1 No failure or delay by either Party to exercise any right or to enforce any obligation herein and no course of dealing between Employer and Anthem shall operate as a waiver of such right or obligation or be construed as or constitute a waiver of the right to enforce or insist upon compliance with such right or obligation in the future. Any single or partial exercise of any right or failure to enforce any obligation shall not preclude any other or further exercise or the right to exercise any other right or enforce any other obligation.
- 12.2 Unless it has first obtained the written consent of an officer of the other Party, neither Party may assign this Policy to any other person. Notwithstanding the foregoing, Anthem may, with advance written notice to Employer, assign or otherwise transfer its rights and obligations hereunder, in whole or in part, to: (i) any affiliate of Anthem; or (ii) any entity surviving a transaction involving the merger, acquisition, consolidation, or reorganization of Anthem, or in which all or substantially all of Anthem's assets are sold. Additionally, Employer may, with advance written notice to Anthem, assign, delegate, or otherwise transfer its rights and obligations hereunder, in whole, to (i) any affiliate of Employer; or (ii) any entity surviving a transaction involving the merger, acquisition, consolidation or reorganization of Employer, or in which all or substantially all of Employer's assets are sold, provided that such affiliate or other assignee presents, in Anthem's opinion, an equivalent or better financial status and credit risk. Either Party is required to provide advance written notice under this provision only to the extent permissible under applicable law and the reasonable terms of the agreement(s) governing such merger, acquisition, consolidation, reorganization, or asset sale. If advance written notice is not allowed, notice shall be provided as soon as practicable. Upon receipt of notice of an assignment of this Policy, the other Party may terminate this Policy by providing the assigning Party with 30 days advance written notice of termination. Any assignee of rights or benefits under this Policy shall be subject to all of the terms and provisions of this Policy. Either Party may subcontract any of its duties under this Policy without the prior written consent of other Party; however, the Party subcontracting the services shall remain responsible for fulfilling its obligations under this Policy.
- 12.3 The payment of amounts under this Policy will not include any taxes which might be paid or payable by Employer; or any tax liability, interest, penalty, or assessment imposed by any regulatory or taxing authority or any state or federal health insurance exchange, uninsured pool or any other similar state or federal program. Employer agrees to reimburse Anthem for any tax liability, assessment, fee or other amount paid or payable by Employer that is assessed against Anthem on the basis of the stop loss coverage provided to Employer, including any amounts related to the assessment by the Federal government under the Patient Protection and Affordable Care Act and its amendments ("PPACA") and shall reimburse Anthem for the amount of any such tax liability incurred by Anthem and allocated to Employer as the result of such tax assessment. Such reimbursement shall be due and payable to Anthem by the Invoice Due Date.
- 12.4 No action by either Party alleging a breach of this Policy may be commenced after the expiration of 3 years from the date on which the claim arose.
- 12.5 Employer on behalf of itself and its participants, hereby expressly acknowledges its understanding that this Policy constitutes a contract solely between Employer and Anthem, that Anthem is an independent corporation operating under a license with the Blue Cross and Blue Shield Association, an association of independent Blue Cross and Blue Shield Plans, permitting Anthem to use the Blue Cross and Blue Shield Service Marks in the State of Kentucky and that Employer further acknowledges and agrees that it has not entered into this Policy based upon representations by any person other than Anthem and that no person, entity, or organization other than Anthem shall be held accountable or liable to it for any of Anthem's obligations to Employer created under this Policy. This paragraph shall not create any additional obligations whatsoever on the part of Anthem other than those obligations created under other provisions of this Policy.
- 12.6 If there is a conflict between the terms and conditions of this Policy and the Administrative Services Agreement between the Parties, the terms and conditions of this Policy shall prevail.
- 12.7 Anthem agrees that it will not terminate this Policy during an Eligible Claim Date Period due to adverse claim experience of Member(s).

ARTICLE 13 ENTIRE AGREEMENT

- 13.1 The following documents will constitute the entire description of stop loss coverage between the Parties: this Policy, including any applications, amendments and Schedules thereto.
- 13.2 This Policy supersedes any and all prior agreements between the Parties, whether written or oral, and other documents, if any, addressing the subject matter contained in this Policy.

- 13.3 If any provision of this Policy is held to be invalid, illegal or unenforceable in any respect under applicable law, order, judgment or settlement, such provision shall be excluded from the Policy and the balance of this Policy shall be interpreted as if such provision were so excluded and shall be enforceable in accordance with its terms.

**ARTICLE 14
INTENTIONALLY OMITTED**

IN WITNESS WHEREOF, the parties hereto have caused this Policy to be executed in duplicate by affixing the signatures of duly authorized officers.

Lexington-Fayette Urban County Government

Anthem Insurance Companies, Inc. d.b.a. Anthem Blue Cross and Blue Shield

By: <u>Linda Gorton</u>	By: <u>Kevin Kyle</u>
Title: <u>Mayor</u>	Title: <u>RVP of Sales</u>
Date: <u>7/30/2025</u>	Date: <u>8/29/25</u>

**SCHEDULE A
to the
STOP LOSS POLICY
with
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**

Section 1. Term

The Policy Period shall be from 01/01/2025 through 12/31/2025. For purposes of this Policy Period, this Schedule shall supplement and amend the Stop Loss Policy between the Parties.

Anthem shall provide an offer to renew this Policy at least 30 days prior to the end of a Policy Period.

Jurisdiction of this Policy shall be in the state of Kentucky.

Section 2. Eligible Claim Date Period

Claims under the Plan shall be covered by the Stop Loss Policy when Incurred and paid as follows:

Incurred from January 01, 2015 through December 31, 2025 and

Paid from January 01, 2025 through December 31, 2025

The Eligible Claim Date Period applies only to a full Policy Period.

Section 3. Member Classification Excluded from Stop Loss Coverage

Not Applicable

Section 4. Specific Stop Loss Coverage

A. Application of Specific Stop Loss Coverage

Amounts accumulated toward the Specific Stop Loss Limit shall be calculated as follows:

Per Member

B. Lines of Coverage

The specific stop loss coverage shall apply to the following benefits under the Plan:

Medical with Prescription Drug & Embedded Vision

C. Specific Stop Loss Coverage Limits

Specific Stop Loss Limit

\$350,000.00

D. Premium Rates

The per Subscriber Premium Rates for the specific stop loss coverage shall be the following:

Medical with Prescription Drug

Composite \$62.24 /mo.

E. Paid Claims

For purposes of specific stop loss coverage, Paid Claims shall exclude the following:

Dental

Vision
 Short Term Disability
 Capitated Fees
 Administrative Fees under the Blue Cross and Blue Shield Association BlueCard Program
 Comprehensive Health Solutions Program Fees
 All Claim Surcharges
 Any surcharge listed in the invoice as "Other Charges and Credits"
 Funds representing Employer allocation to Consumer Directed Health Plan accounts
 Network Access Fees
 Administrative Service Fees provided under Schedule A, Section 3 of the ASO Agreement.
 End Stage Renal Disease when eligible for Medicare as Primary

Section 5. Aggregate Stop Loss Coverage

Not Applicable.

Section 6. Payment

ACH Demand Debit Reimbursement. Anthem will initiate an ACH demand debit transaction that will withdraw the amount due from a designated Employer bank account no later than the next business day following the Invoice Due Date; however, if the Invoice Due Date falls on either a banking holiday, a Saturday or a Sunday, the withdrawal shall be made on the following banking day.

Section 7. Premium Credit

Anthem shall credit premium for each retroactive deletion up to a maximum of 60 days.

Section 8. Maximums

Not Applicable

Section 9. Other Fees and Charges

Not Applicable

IN WITNESS WHEREOF, the parties hereto have caused this Policy to be executed in duplicate by affixing the signatures of duly authorized officers.

Lexington-Fayette Urban County Government

Anthem Insurance Companies, Inc. d.b.a. Anthem Blue Cross and Blue Shield

By: _____

By: Kevin Kyde

Title: _____

Title: RVP of Sales

Date: _____

Date: 5/29/25

ENDORSEMENTS SCHEDULE

This Endorsements Schedule to the Stop Loss Policy is effective 01/01/2025. This Schedule describes additional endorsements applicable to the Stop Loss Policy. If there are any inconsistencies between the terms of the Policy or Schedule A to this Policy and this Schedule, the terms of this Schedule shall control.

1. Premium Rates for the subsequent Policy Period will not exceed the current rates by more than 50% so long as no material changes to stop loss coverage, benefit design, commissions, or administration occur. If a material change occurs the additional increase in Premium Rates will be proportional to the change in question.
2. Anthem will not add any new member specific limits or exclusions to any current Members for the Policy Period.

Lexington-Fayette Urban County Government

Anthem Insurance Companies, Inc. d.b.a. Anthem Blue Cross and Blue Shield

By: _____	By: <u>Kevin Kyde</u>
Title: _____	Title: <u>RVP of Sales</u>
Date: _____	Date: <u>5/29/25</u>



Lexington-Fayette Urban County Government Master

200 E. Main St
Lexington, KY 40507

File Number: 1102-24

File ID: 1102-24

Type: Resolution

Status: Approved

Version: 1

Contract #: 331-2024

In Control: Urban County
Council

File Created: 10/29/2024

File Name: 25-0020- Chard Snyder Health Reimbursement
Arrangement

Final Action: 11/21/2024

Title: A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute an Agreement with Chard, Snyder & Associates, Inc., for the purpose of allowing LFUCG employees to elect an HRA plan on a pre-tax basis within the meaning of Section 125 of the Internal Revenue Code, effective upon passage of Council. [Div. of Human Resources, George]

Notes: Stamped and filed in the CCO. Returned to ALanna Morton 11/26/2024. MS

Sponsors:

Enactment Date: 11/21/2024

Attachments: Bluesheet Memeo 25-0020, HRA Administrative Agreement Lexington-Fayette Urban County Government_, Reso 1102-24 Chard Snyder HRA 4881-7297-2025 v.1.doc, R-586-2024, Contract #331-2024

Enactment Number: R-586-2024

Deed #:

Hearing Date:

Drafter: Alana Morton

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	11/12/2024	Approved and Referred to Docket	Urban County Council	11/14/2024		Pass
1	Urban County Council	11/14/2024	Received First Reading	Urban County Council	11/21/2024		
1	Urban County Council	11/21/2024	Approved				Pass

Text of Legislative File 1102-24

Title

A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute an Agreement with Chard, Snyder & Associates, Inc., for the purpose of allowing LFUCG employees to elect an HRA plan on a pre-tax basis within the meaning of Section 125 of the Internal Revenue Code, effective upon passage of Council. [Div. of Human Resources,

George]

Summary

Authorization to execute an Agreement with Chard, Snyder & Associates, Inc. for the purpose of allowing LFUCG employees to elect a Health Reimbursement Arrangement plan on a pretax basis within the meaning of Section 125 of the Internal Revenue Code, effective upon passage of Council. There is a set-up fee of \$200 and funds are Budgeted.

(L1102-24) (George/Hamilton)

Budgetary Implications [select]: Yes

Advance Document Review:

Law: Yes, Completed by Michael Cravens, October 25, 2024

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

Fully Budgeted [select]: Yes

Account Number: 6002-160504-1944-71250

This Fiscal Year Impact: \$200

Annual Impact: \$

Project:

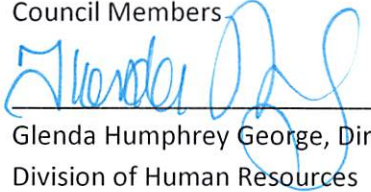
Activity:

Budget Reference:

Current Balance: \$16,753.75



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

FROM: 
Glenda Humphrey George, Director
Division of Human Resources

DATE: October 28, 2024

RE: Health Reimbursement Arrangement Plan- Chard, Snyder & Associates

Request:

The attached action authorizes the Mayor to execute an agreement with Chard, Snyder & Associates, Inc. for the purpose of allowing LFUCG employees to elect an HRA plan on a pretax basis within the meaning of Section 125 of the Internal Revenue Code, effective upon passage of Council.

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

There is a set-up fee of \$200 and funds are budgeted.

File Number: 1102.24

Director/Commissioner:

Glenda Humphrey George/Sally Hamilton

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



THIRD PARTY ADMINISTRATOR ADMINISTRATIVE SERVICE AGREEMENT S105 HEALTH REIMBURSEMENT ARRANGEMENT PLAN

Lexington-Fayette Urban County Government

1. Introduction

➤ **TPA Service Statement**

Chard, Snyder & Associates, LLC provides TPA expertise to Plan Sponsors for the alleviation of administrative requirements related to qualified and non-qualified employee benefit plans under current laws and regulations.

➤ **Administrative Agreement Description**

This Agreement outlines applicable services and fees offered by Chard, Snyder & Associates, LLC for the implementation and administration of a Section 105 Health Reimbursement Arrangement Plan (“HRA” or “Plan”). Request for services must be authorized by execution of this Agreement by Lexington-Fayette Urban County Government (“Plan Sponsor” or “Employer”) and Chard, Snyder & Associates, LLC (“TPA”).

2. TPA Service Package Synopsis

➤ **Services Offered**

TPA will provide the services described in Schedule A. These services will be based upon information supplied by the Plan Sponsor and its Participants. The TPA shall perform services in the order work is received.

➤ **Services Unavailable**

TPA will not provide the following services:

- Legal services such as Plan drafting and/or legal counsel;
- Services required of the ERISA Plan Administrator as “defined in the Plan”;
- Services pertaining to COBRA Administration as “defined in the Plan” unless the Plan Sponsor has signed a full or FSA-only COBRA Administrative Agreement for the TPA

3. Plan Sponsor Responsibilities

The Plan Sponsor shall be responsible for the following activities associated with the setup, administration and implementation of a Section 105 Health Reimbursement Arrangement Plan:

- Provide the TPA with any information deemed necessary, including, but not limited to, employee census records, plan year enrollment data, checking account and bank related information relating to the Plan, and changes in employment status and/or contributions of the Plan’s Participants. The TPA relies on the accuracy of the information furnished by the Plan Sponsor or the Plan Sponsor’s advisors. The TPA will not be responsible for errors due to reliance upon information provided by the Plan Sponsor. Corrections of such errors, and information not provided in a compatible electronic format may cause extraordinary labor charges and may be subject to additional billable fees as described in the Fee Statement;
- Provide Payroll Contribution Reporting to TPA each pay period in order for TPA to post participant contribution amounts to participant accounts each pay period and for the Plan Sponsor to verify and report to TPA participant status such as active or termination and contribution amount changes. For eligible Plans that set up Recurring Contribution Reporting, Plan Sponsor will provide a Payroll Contribution Report as of the first payroll at the beginning of the plan year. The TPA will then automatically post recurring contributions to the Plan each pay period throughout the remainder of the plan year on behalf of the Plan Sponsor. Plan Sponsors that set up Recurring Contribution Reporting will be responsible for reporting to TPA participant changes such as status changes and contribution amount changes. TPA will process contributions to the Plan based on the Recurring Contribution Report received for the first payroll each pay period and treat all participants as active unless otherwise notified by the Plan Sponsor;
- Payment of validated claims made pursuant to the Plan;
- Payment of expenses incidental to the Plan, except for expenses specifically assumed by the TPA in this Agreement;
- Delegation of the responsibilities of ERISA Plan Administration;
- Delegation of the responsibilities of COBRA Plan Administration;
- Timely and accurate filing of requisite reports. Most reports subject to penalty for late filing;

- Compliance with Plan regulations under the Internal Revenue Code, as amended and any other governing regulations and/or entities.

4. TPA Account Funding and Payment

TPA will operate an account to pay claims approved by Plan Sponsor (the “TPA’s Account”). Plan Sponsor authorizes TPA to pay approved claims by checks issued from the TPA’s Account, or ACH transfers issued from the TPA’s Account, and payable to corresponding Plan participants. The Plan Sponsor shall enter into such agreements and provide instructions to its bank as are necessary to implement this section of the Agreement.

Funding for any payment approved to pay claims under the Plan is the sole responsibility of the Plan Sponsor, and the Plan Sponsor agrees to accept liability for, and provide sufficient funds to satisfy, all payments to Participants under the Plan. If the Plan Sponsor does not satisfy the requirements set forth herein in a timely fashion, the TPA reserves the right to suspend its services until such obligations are met.

If the Plan Sponsor has chosen the weekly funding option, the following shall apply: (1) at least one week prior to the date on which TPA first provides the Services, Plan Sponsor will make a deposit into the TPA’s Account in an amount equal to 5% of the expected annual elections; and (2) deposits into the TPA’s Account will be processed as selected by the Plan Sponsor in the implementation papers regarding commencement of the services under this Agreement. If the Plan Sponsor has chosen the daily funding option, the following shall apply: (1) Plan Sponsor will deposit funds into the TPA Account to cover benefit claims incurred by Plan participants on a daily basis; (2) such daily deposit shall be processed in an amount equal to the total benefit claims approved for reimbursement during that day; and (3) TPA will notify the Plan Sponsor as of the closing of operations the total amount of claims pending to be reimbursed processed during that working day. Please refer to the Plan’s implementation papers for additional fund processing details.

TPA shall have sole authority to provide whatever notifications, instructions or directions as may be necessary to accomplish the disbursement of such Plan Sponsor funds to pay for approved claims. TPA is merely a collections agent for the Plan Sponsor and any funds collected belong to the Plan Sponsor (and not to TPA or the Plan). Plan Sponsor agrees to sufficiently fund the bank account from which funds will be transferred to TPA, remove any filters to prevent TPA from conducting an ACH Pull, and monitor its balance to prevent overdraft.

Notwithstanding the preceding, Plan Sponsor and TPA agree that funds submitted by Plan Sponsor in accordance with the terms specific in this section are general assets of Plan Sponsor and not “Plan assets” as defined in the Employee Retirement Income Security Act of 1974 (“ERISA”) and regulations thereunder. Plan Sponsor warrants that the funds transferred to TPA in accordance with the terms specified in this section are not deposited in an account, fund, or trust under the name of the Plan. As of the termination of this Agreement, TPA agrees to return to Plan Sponsor any unused funds after all Plan claims pending to be reimbursed are paid to Plan participants and after all invoices for services rendered by TPA are paid in full by Plan Sponsor.

5. Reports and Data, Ownership

All reports, data, and Plan-related information shall remain the sole property of the Plan Sponsor. The TPA will provide the Plan Sponsor with any requested information using the electronic or printed format as used by the TPA for administration procedures.

6. Termination of this Agreement

➤ Willful Execution and Termination

This Agreement will be in effect beginning the date the Plan Sponsor and the TPA (the Parties of this Agreement) provide written execution and will end upon termination. Either Party may terminate this Agreement as of the first day of any Plan Year by providing a sixty (60) day prior written notice. Either Party may terminate this Agreement during the Plan Year if the other Party has materially breached this Agreement. In that case, the breaching Party will have thirty (30) days to correct the breach. If the breaching Party does not correct the breach within that time, the non-breaching Party will have the right to terminate the Agreement. If TPA is the breaching Party and does not correct the breach in accordance with this Section, then TPA agrees to waive termination fees listed in Schedule 1 that are normally applied to terminating groups.

➤ **Automatic Termination**

This Agreement shall automatically terminate as of:

- The effective date of any legislation which makes the Plan and/or this Agreement illegal;
- The date the Plan Sponsor becomes insolvent, bankrupt, or subject to liquidation, receivership, or conservatorship; or
- The termination date of the Plan (not to be misconstrued with the end of a Plan Year), subject to any Agreement between the Parties regarding the adjudication of Plan Benefits after the Plan is terminated.

➤ **Modifications and Amendments**

This Agreement (and the attached Schedules) represents the entire Agreement between both Parties and may not be modified or amended by Plan Sponsor without written consent of TPA. TPA may amend this Agreement from time to time upon written notice to Plan Sponsor; provided, however, that if the Plan Sponsor objects to any such amendment or modification, it may exercise its termination rights under this Agreement.

➤ **Rights of Assignment**

This Agreement cannot be assigned by the Plan Sponsor without TPA's written consent.

7. Fee Schedule and Terms of Payment

➤ **Fees Statement and Guarantees**

The Plan Sponsor agrees to pay TPA appropriate fees as indicated in Schedule 1 and deemed necessary by this Agreement. Fees are based upon the scope of services to be performed. To the extent Plan Sponsor has prefunded amounts as forth Section 4 above, any undisputed TPA invoice for services rendered that remains unpaid by Plan Sponsor after thirty (30) days or more past due may be deducted from the TPA's Account by the TPA through an ACH Pull. The TPA reserves the right to require additional fees for extraordinary expenses which include but are not limited to multi- location groups, groups which necessitate travel expenses, customized and/or TPA nonstandard Plan Sponsor requested materials, IRC changes to the Plan that required plan design changes which may cause extraordinary labor, plan document revisions and mailing expenses, corrections of errors and information not provided in a compatible format by the Plan Sponsor which may cause extraordinary labor, TPA approved and reasonable changes to prototype plan documents requested by the Plan Sponsor, and services in addition to what is provided with this Agreement. Prior notification will be given, if applicable. The fees stated in this Agreement are guaranteed for a period of 36 months, commencing on the date of this agreement.

➤ **Fee Frequency**

The TPA will provide billing for services as follows:

- Plan Document Fees, and Installation and Implementation Fees will be billed at or before the first month of the Plan Year;
- Base Annual Fee will be billed at or before the first month of the Plan Year;
- Monthly Administrative Fees for services incurred will be calculated and billed at the end of each Plan Month;
- Termination Fees for services will be billed at time of Plan Termination;
- Additional Fees for extraordinary expenses as described in the Fee Statement will be billed in accordance with services incurred.

➤ **Payment Requirements**

The TPA provides the following payment requirements for the administration of a Section 105 Health Reimbursement Arrangement Plan:

- Monthly Administrative Fees shall be based on number of Participants. Participants are defined as all eligible employees who have submitted an election form (or other conveyance of enrollment as deemed by the Plan Sponsor) expressing intent to participate in the Plan's Health Reimbursement Arrangement Account for the Plan Year. The Participant count obtained from results of the enrollment process shall be commensurate of the regular monthly Administrative Fee for the entire Plan Year. Additional consideration will be given for mergers, spin-offs, acquisitions, partial terminations (layoffs) and high enrollment periods throughout the Plan Year.
- Amounts outstanding over 60 (sixty) days will be considered delinquent. Failure to make timely payments can and will result in work being stopped. TPA reserves the right to charge a 1.5% finance fee on unpaid balances that are ninety (90) days or more past due.

8. Statement of Disclosure

The services provided are not designed for the disclosure of errors, fraud, and / or illegal acts that may exist, nor can they be relied on for such disclosure. In addition, the TPA has no responsibility to identify and communicate significant deficiencies or material weaknesses in the Plan Sponsor's internal control.

9. Indemnification

Plan Sponsor agrees to indemnify, defend, and hold TPA, its representatives and employees harmless and to reimburse TPA for any losses TPA might suffer as a result of the Plan Sponsor's failure to comply with its representations and warranties and with the terms and conditions of this Agreement, or to otherwise timely provide TPA with information and/or documentation reasonably requested by TPA that is necessary for TPA to fulfill the terms and conditions of this Agreement. The terms of this paragraph will remain in effect indefinitely regardless of why and when this Agreement terminates.

10. Consequential Damages, Limitation of Liability

➤ Consequential Damages

Notwithstanding anything in this Agreement to the contrary, TPA will not be liable to the Plan Sponsor for any special, indirect, incidental, consequential or similar damages, including lost revenue, lost profits and lost or damaged data, even if TPA was advised of the possibility of such damages.

➤ Limitation of Liability

Notwithstanding anything in this Agreement to the contrary, in no event will TPA's aggregate liability under this Agreement for all damages permitted under this Agreement exceed the annual service fee paid by the plan sponsor to TPA during the 12 months before TPA receives written notice of the first damages claim. This limitation on TPA's liability for permitted damages will not apply to permitted damages caused by TPA's fraud, gross negligence or willful misconduct.

11. Waiver of Class Action / Disclosure

This section contains provisions regarding a waiver of class and collective or group actions.

Each Party may bring claims against the other only in its individual capacity and not as a plaintiff, representative or named Party in any putative class or representative proceeding.

**SCHEDULE A,
TPA ADMINISTRATIVE SERVICES
S105 HEALTH REIMBURSEMENT ARRANGEMENT PLAN**

TPA provides assistance to Plan Sponsors who setup and administer the Health Reimbursement Arrangement under Section 105 of the Internal Revenue Code. The TPA will provide the following administrative services checked below on a recurrent basis for the fees quoted in this Agreement:

☒ **Section 105 Health Reimbursement Arrangement Plan Design and Document Services**

TPA will furnish a prototype Health Reimbursement Arrangement Plan Document, Summary Plan Description and other necessary forms for adoption of the Plan by the Plan Sponsor. These documents are only specimens and may be reviewed by the Plan Sponsor's attorney or tax advisor at their discretion. TPA will not normally revise Plan documents except for the creation of amendments or restatements as required by Plan design changes. TPA will provide midyear Plan amendments and/or restatements as established by the S105 IRC when applicable or requested by the client. Document service will be billed in accordance with Schedule 1.

☒ **Section 105 Health Reimbursement Arrangement Plan Installation and Implementation Services**

Services to include setup of Plan in administration systems, development and setup of all appropriate communication requirements, and all applicable services related to the preparing of an enrollment ready group. All materials required for the setup and implementation of the Plan will be provided by the TPA according to fees described in Schedule 1.

☒ **Section 105 Health Reimbursement Arrangement Plan Enrollment Services**

TPA is dedicated to providing education driven enrollment campaigns. Fees for services will be charged in accordance with Schedule 1. Following are the services available for the enhancement of the Plan Sponsor's enrollment campaign:

- ☒ Group Meetings
 - On-site or web-enabled meetings
- ☒ Benefits Fairs
 - Promotional Giveaways and Brochures, Question and Answer Session
- ☒ Enrollment Materials for eligible Employees
 - Standard Enrollment Materials

☒ **Section 105 Health Reimbursement Arrangement Plan Administration Services**

The TPA will provide a completed, signature-ready Form 5500 for each Plan Year it is represented; and other government forms when applicable. Actual filing will remain the responsibility of the Plan Sponsor. All administration, accounting, and reimbursement checks from the Health Reimbursement Account will be handled by the TPA. Following are the Plan Administration services provided by the TPA:

- ☒ Issue reimbursements (according to frequency indicated on Schedule 1)
- ☒ Provide entry of claims submitted by Participants
- ☒ Online account access, including claim status, claim preparation and account balances
- ☒ Provide payment register for check / direct deposit processing and auto debit services
- ☒ Online Quarterly Employee Statements (Participants must provide email to receive statements)
- ☒ Provide on-demand online reporting for Plan Sponsor
- ☒ Optional debit card program offered in accordance with Schedule 1 attached
- ☒ HRA 5500 preparation, when applicable

**SCHEDULE 1,
TPA ADMINISTRATIVE CHARGES
S105 HEALTH REIMBURSEMENT ARRANGEMENT PLAN**

➤ **Administration Fees**

- Setup Fee:..... \$200
- Annual Renewal Fee:..... \$200
- Administration Fee (Per Participant Per Month):
 - Weekly Reimbursements (includes global debit card)..... \$3.25 (Minimum: \$150)
- Midyear Termination Fee:..... Plan administration fee through run-out period
- Plan Year End Termination Fee:..... Plan administration fee through run-out period

ADDITIONAL ADMINISTRATION SERVICES AND FEE DETAIL

➤ **Plan Design & Document Services**

- Renewal Plan Document Amendments/RestatementsIncluded
- Midyear or IRC Mandated Plan Document Amendments/Restatements:..... \$250

➤ **Plan Enrollment Services**

- Employee Meetings/Fairs/Webinars (each)..... Included
- Travel and Lodging Expenses for Employee Meetings/Fairs (more than 50 miles from Mason, OH):..... At Cost
- Enrollment Materials:
 - Standard printed enrollment materials (each) Included
 - Customized printed enrollment materials (materials, printing, time and labor) At Cost
 - Online enrollmentIncluded

➤ **Plan Administration Services**

- Reimbursement Payments to home address (based on reimbursement frequency)..... Included
- Online Quarterly Employee Statements by emailIncluded
- On-Demand Online Reporting to EmployerIncluded
- Direct Deposit Installation and Setup:
 - Data entry of Employee bank account information:Included
 - ACH electronic transfers and Report Preparation (for Employer's and Employees' designated accounts):. Included
 - Direct deposit application forms (for participants)..... Included
- Debit Card Transaction Reports to Employer (if have debit card option) Included

➤ **Optional Debit Card Fees (available for select HRA plan designs only)**

- Debit Card Fee (global activation)..... Included

➤ **Optional Use of TPA Bank Account Fees**

- Use of TPA Bank Account Fee (per month):..... \$125
- Use of TPA Bank Account Fee (based on number of participants)..... If applicable, see chart

Participants	Monthly Fee
1-99	\$50.00
100-499	\$125.00
500+	\$225.00

PLAN EXECUTION
S105 HEALTH REIMBURSEMENT ARRANGEMENT PLAN

Employer: Lexington-Fayette Urban County Government

Address: 200 E. Main St., Lexington KY40507

Agreement Effective: 01/01/2025-12/31/2027

Subsequent Plan Years: 01/01-12/31

On behalf of the above Plan, the undersigned authorized Plan Representative hereby requests the specific services outlined in this S105 Health Reimbursement Arrangement Plan Agreement.

Signed this _____ day of _____, 20_____.

Signature _____

Name _____

Title _____

This Agreement is not effective until properly countersigned by an authorized representative of TPA:

TPA: Chard, Snyder & Associates, LLC

Address: 1 Hancock Street
Portland, ME 04101
Attn: Legal
Copy to: LegalNotice@wexinc.com, Attn: Legal – Health Direct

Name _____

Title _____

Date _____

Signature  _____

RESOLUTION NO. ____-2024

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT WITH CHARD, SNYDER & ASSOCIATES, INC., FOR THE PURPOSE OF ALLOWING LFUCG EMPLOYEES TO ELECT AN HRA PLAN ON A PRE-TAX BASIS WITHIN THE MEANING OF SECTION 125 OF THE INTERNAL REVENUE CODE, EFFECTIVE UPON PASSAGE OF COUNCIL.

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 with Chard, Snyder & Associates, Inc., for the purpose of allowing LFUCG employees to elect an HRA plan on a pre-tax basis within the meaning of Section 125 of the Internal Revenue Code.

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

PASSED URBAN COUNTY COUNCIL:

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

RESOLUTION NO. 586 -2024

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT WITH CHARD, SNYDER & ASSOCIATES, INC., FOR THE PURPOSE OF ALLOWING LFUCG EMPLOYEES TO ELECT AN HRA PLAN ON A PRE-TAX BASIS WITHIN THE MEANING OF SECTION 125 OF THE INTERNAL REVENUE CODE, EFFECTIVE UPON PASSAGE OF COUNCIL.

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 with Chard, Snyder & Associates, Inc., for the purpose of allowing LFUCG employees to elect an HRA plan on a pre-tax basis within the meaning of Section 125 of the Internal Revenue Code.

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

PASSED URBAN COUNTY COUNCIL: November 21, 2024



MAYOR

ATTEST:



CLERK OF URBAN COUNTY COUNCIL

**THIRD PARTY ADMINISTRATOR ADMINISTRATIVE SERVICE AGREEMENT
S105 HEALTH REIMBURSEMENT ARRANGEMENT PLAN**

Lexington-Fayette Urban County Government

1. Introduction

➤ **TPA Service Statement**

Chard, Snyder & Associates, LLC provides TPA expertise to Plan Sponsors for the alleviation of administrative requirements related to qualified and non-qualified employee benefit plans under current laws and regulations.

➤ **Administrative Agreement Description**

This Agreement outlines applicable services and fees offered by Chard, Snyder & Associates, LLC for the implementation and administration of a Section 105 Health Reimbursement Arrangement Plan ("HRA" or "Plan"). Request for services must be authorized by execution of this Agreement by Lexington-Fayette Urban County Government ("Plan Sponsor" or "Employer") and Chard, Snyder & Associates, LLC ("TPA").

2. TPA Service Package Synopsis

➤ **Services Offered**

TPA will provide the services described in Schedule A. These services will be based upon information supplied by the Plan Sponsor and its Participants. The TPA shall perform services in the order work is received.

➤ **Services Unavailable**

TPA will not provide the following services:

- Legal services such as Plan drafting and/or legal counsel;
- Services required of the ERISA Plan Administrator as "defined in the Plan";
- Services pertaining to COBRA Administration as "defined in the Plan" unless the Plan Sponsor has signed a full or FSA-only COBRA Administrative Agreement for the TPA

3. Plan Sponsor Responsibilities

The Plan Sponsor shall be responsible for the following activities associated with the setup, administration and implementation of a Section 105 Health Reimbursement Arrangement Plan:

- Provide the TPA with any information deemed necessary, including, but not limited to, employee census records, plan year enrollment data, checking account and bank related information relating to the Plan, and changes in employment status and/or contributions of the Plan's Participants. The TPA relies on the accuracy of the information furnished by the Plan Sponsor or the Plan Sponsor's advisors. The TPA will not be responsible for errors due to reliance upon information provided by the Plan Sponsor. Corrections of such errors, and information not provided in a compatible electronic format may cause extraordinary labor charges and may be subject to additional billable fees as described in the Fee Statement;
- Provide Payroll Contribution Reporting to TPA each pay period in order for TPA to post participant contribution amounts to participant accounts each pay period and for the Plan Sponsor to verify and report to TPA participant status such as active or termination and contribution amount changes. For eligible Plans that set up Recurring Contribution Reporting, Plan Sponsor will provide a Payroll Contribution Report as of the first payroll at the beginning of the plan year. The TPA will then automatically post recurring contributions to the Plan each pay period throughout the remainder of the plan year on behalf of the Plan Sponsor. Plan Sponsors that set up Recurring Contribution Reporting will be responsible for reporting to TPA participant changes such as status changes and contribution amount changes. TPA will process contributions to the Plan based on the Recurring Contribution Report received for the first payroll each pay period and treat all participants as active unless otherwise notified by the Plan Sponsor;
- Payment of validated claims made pursuant to the Plan;
- Payment of expenses incidental to the Plan, except for expenses specifically assumed by the TPA in this Agreement;
- Delegation of the responsibilities of ERISA Plan Administration;
- Delegation of the responsibilities of COBRA Plan Administration;
- Timely and accurate filing of requisite reports. Most reports subject to penalty for late filing;

- Compliance with Plan regulations under the Internal Revenue Code, as amended and any other governing regulations and/or entities.

4. TPA Account Funding and Payment

TPA will operate an account to pay claims approved by Plan Sponsor (the “TPA’s Account”). Plan Sponsor authorizes TPA to pay approved claims by checks issued from the TPA’s Account, or ACH transfers issued from the TPA’s Account, and payable to corresponding Plan participants. The Plan Sponsor shall enter into such agreements and provide instructions to its bank as are necessary to implement this section of the Agreement.

Funding for any payment approved to pay claims under the Plan is the sole responsibility of the Plan Sponsor, and the Plan Sponsor agrees to accept liability for, and provide sufficient funds to satisfy, all payments to Participants under the Plan. If the Plan Sponsor does not satisfy the requirements set forth herein in a timely fashion, the TPA reserves the right to suspend its services until such obligations are met.

If the Plan Sponsor has chosen the weekly funding option, the following shall apply: (1) at least one week prior to the date on which TPA first provides the Services, Plan Sponsor will make a deposit into the TPA’s Account in an amount equal to 5% of the expected annual elections; and (2) deposits into the TPA’s Account will be processed as selected by the Plan Sponsor in the implementation papers regarding commencement of the services under this Agreement. If the Plan Sponsor has chosen the daily funding option, the following shall apply: (1) Plan Sponsor will deposit funds into the TPA Account to cover benefit claims incurred by Plan participants on a daily basis; (2) such daily deposit shall be processed in an amount equal to the total benefit claims approved for reimbursement during that day; and (3) TPA will notify the Plan Sponsor as of the closing of operations the total amount of claims pending to be reimbursed processed during that working day. Please refer to the Plan’s implementation papers for additional fund processing details.

TPA shall have sole authority to provide whatever notifications, instructions or directions as may be necessary to accomplish the disbursement of such Plan Sponsor funds to pay for approved claims. TPA is merely a collections agent for the Plan Sponsor and any funds collected belong to the Plan Sponsor (and not to TPA or the Plan). Plan Sponsor agrees to sufficiently fund the bank account from which funds will be transferred to TPA, remove any filters to prevent TPA from conducting an ACH Pull, and monitor its balance to prevent overdraft.

Notwithstanding the preceding, Plan Sponsor and TPA agree that funds submitted by Plan Sponsor in accordance with the terms specific in this section are general assets of Plan Sponsor and not “Plan assets” as defined in the Employee Retirement Income Security Act of 1974 (“ERISA”) and regulations thereunder. Plan Sponsor warrants that the funds transferred to TPA in accordance with the terms specified in this section are not deposited in an account, fund, or trust under the name of the Plan. As of the termination of this Agreement, TPA agrees to return to Plan Sponsor any unused funds after all Plan claims pending to be reimbursed are paid to Plan participants and after all invoices for services rendered by TPA are paid in full by Plan Sponsor.

5. Reports and Data, Ownership

All reports, data, and Plan-related information shall remain the sole property of the Plan Sponsor. The TPA will provide the Plan Sponsor with any requested information using the electronic or printed format as used by the TPA for administration procedures.

6. Termination of this Agreement

➤ Willful Execution and Termination

This Agreement will be in effect beginning the date the Plan Sponsor and the TPA (the Parties of this Agreement) provide written execution and will end upon termination. Either Party may terminate this Agreement as of the first day of any Plan Year by providing a sixty (60) day prior written notice. Either Party may terminate this Agreement during the Plan Year if the other Party has materially breached this Agreement. In that case, the breaching Party will have thirty (30) days to correct the breach. If the breaching Party does not correct the breach within that time, the non-breaching Party will have the right to terminate the Agreement. If TPA is the breaching Party and does not correct the breach in accordance with this Section, then TPA agrees to waive termination fees listed in Schedule 1 that are normally applied to terminating groups.

➤ **Automatic Termination**

This Agreement shall automatically terminate as of:

- The effective date of any legislation which makes the Plan and/or this Agreement illegal;
- The date the Plan Sponsor becomes insolvent, bankrupt, or subject to liquidation, receivership, or conservatorship; or
- The termination date of the Plan (not to be misconstrued with the end of a Plan Year), subject to any Agreement between the Parties regarding the adjudication of Plan Benefits after the Plan is terminated.

➤ **Modifications and Amendments**

This Agreement (and the attached Schedules) represents the entire Agreement between both Parties and may not be modified or amended by Plan Sponsor without written consent of TPA. TPA may amend this Agreement from time to time upon written notice to Plan Sponsor; provided, however, that if the Plan Sponsor objects to any such amendment or modification, it may exercise its termination rights under this Agreement.

➤ **Rights of Assignment**

This Agreement cannot be assigned by the Plan Sponsor without TPA's written consent.

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➤ **Fees Statement and Guarantees**

The Plan Sponsor agrees to pay TPA appropriate fees as indicated in Schedule 1 and deemed necessary by this Agreement. Fees are based upon the scope of services to be performed. To the extent Plan Sponsor has prefunded amounts as forth Section 4 above, any undisputed TPA invoice for services rendered that remains unpaid by Plan Sponsor after thirty (30) days or more past due may be deducted from the TPA's Account by the TPA through an ACH Pull. The TPA reserves the right to require additional fees for extraordinary expenses which include but are not limited to multi-location groups, groups which necessitate travel expenses, customized and/or TPA nonstandard Plan Sponsor requested materials, IRC changes to the Plan that required plan design changes which may cause extraordinary labor, plan document revisions and mailing expenses, corrections of errors and information not provided in a compatible format by the Plan Sponsor which may cause extraordinary labor, TPA approved and reasonable changes to prototype plan documents requested by the Plan Sponsor, and services in addition to what is provided with this Agreement. Prior notification will be given, if applicable. The fees stated in this Agreement are guaranteed for a period of 36 months, commencing on the date of this agreement.

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- Plan Document Fees, and Installation and Implementation Fees will be billed at or before the first month of the Plan Year;
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The TPA provides the following payment requirements for the administration of a Section 105 Health Reimbursement Arrangement Plan:

- Monthly Administrative Fees shall be based on number of Participants. Participants are defined as all eligible employees who have submitted an election form (or other conveyance of enrollment as deemed by the Plan Sponsor) expressing intent to participate in the Plan's Health Reimbursement Arrangement Account for the Plan Year. The Participant count obtained from results of the enrollment process shall be commensurate of the regular monthly Administrative Fee for the entire Plan Year. Additional consideration will be given for mergers, spin-offs, acquisitions, partial terminations (layoffs) and high enrollment periods throughout the Plan Year.
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Notwithstanding anything in this Agreement to the contrary, TPA will not be liable to the Plan Sponsor for any special, indirect, incidental, consequential or similar damages, including lost revenue, lost profits and lost or damaged data, even if TPA was advised of the possibility of such damages.

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- ☒ Group Meetings
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- ☒ Issue reimbursements (according to frequency indicated on Schedule 1)
- ☒ Provide entry of claims submitted by Participants
- ☒ Online account access, including claim status, claim preparation and account balances
- ☒ Provide payment register for check / direct deposit processing and auto debit services
- ☒ Online Quarterly Employee Statements (Participants must provide email to receive statements)
- ☒ Provide on-demand online reporting for Plan Sponsor
- ☒ Optional debit card program offered in accordance with Schedule 1 attached
- ☒ HRA 5500 preparation, when applicable

**SCHEDULE 1,
TPA ADMINISTRATIVE CHARGES
\$105 HEALTH REIMBURSEMENT ARRANGEMENT PLAN**

➤ **Administration Fees**

- Setup Fee..... \$200
- Annual Renewal Fee..... \$200
- Administration Fee (Per Participant Per Month):
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ADDITIONAL ADMINISTRATION SERVICES AND FEE DETAIL

➤ **Plan Design & Document Services**

- Renewal Plan Document Amendments/Restatements Included
- Midyear or IRC Mandated Plan Document Amendments/Restatements \$250

➤ **Plan Enrollment Services**

- Employee Meetings/Fairs/Webinars (each)..... Included
- Travel and Lodging Expenses for Employee Meetings/Fairs (more than 50 miles from Mason, OH)At Cost
- Enrollment Materials:
 - Standard printed enrollment materials (each) Included
 - Customized printed enrollment materials (materials, printing, time and labor).....At Cost
 - Online enrollment..... Included

➤ **Plan Administration Services**

- Reimbursement Payments to home address (based on reimbursement frequency)..... Included
- Online Quarterly Employee Statements by email..... Included
- On-Demand Online Reporting to Employer..... Included
- Direct Deposit Installation and Setup:
 - Data entry of Employee bank account information: Included
 - ACH electronic transfers and Report Preparation (for Employer's and Employees' designated accounts): . Included
 - Direct deposit application forms (for participants)..... Included
- Debit Card Transaction Reports to Employer (if have debit card option)..... Included

➤ **Optional Debit Card Fees (available for select HRA plan designs only)**

- Debit Card Fee (global activation)..... Included

➤ **Optional Use of TPA Bank Account Fees**

- Use of TPA Bank Account Fee (per month)\$125
- Use of TPA Bank Account Fee (based on number of participants) If applicable, see chart

Participants	Monthly Fee
1-99	\$50.00
100-499	\$125.00
500+	\$225.00

PLAN EXECUTION
S105 HEALTH REIMBURSEMENT ARRANGEMENT PLAN

Employer: Lexington-Fayette Urban County Government

Address: 200 E. Main St., Lexington KY40507

Agreement Effective: 01/01/2025-12/31/2027

Subsequent Plan Years: 01/01-12/31

On behalf of the above Plan, the undersigned authorized Plan Representative hereby requests the specific services outlined in this S105 Health Reimbursement Arrangement Plan Agreement.

Signed this 26th day of November, 20 .

Signature Linda Gorton

Name Linda Gorton

Title Mayor

This Agreement is not effective until properly countersigned by an authorized representative of TPA:

TPA: Chard, Snyder & Associates, LLC

Address: 1 Hancock Street
Portland, ME 04101
Attn: Legal
Copy to: LegalNotice@wexinc.com, Attn: Legal – Health Direct

Name: Nick Lakoduk

Title: National VP of Sales

Date: 10/31/2024

Signature: [Signature]



Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 1103-24

File ID: 1103-24

Type: Ordinance

Status: Approved

Version: 1

Contract #:

In Control: Urban County
Council

File Created: 10/29/2024

File Name: 25-0025- Abolish Vehicle & Equip. Tech/Heavy
Equip. Tech.

Final Action: 11/21/2024

Title: An Ordinance amending the civil service authorized strength by abolishing four (4) classified positions of Heavy Equipment Technician, Grade 519N, in the Div. of Fire and Emergency Services, and abolishing two (2) classified positions of Vehicle and Equipment Technician, Grade 517N, in the Div. of Facilities and Fleet Management, effective upon passage of Council. [Div. of Human Resources, George]

Notes:

Sponsors:

Enactment Date: 11/21/2024

Attachments: Bluesheet Memo 25-0025, From to 25.0025, Ord
1103-24- Abolish Heavy Equipment Positions
4886-7411-9158 v.1.docx, O-128-2024

Enactment Number: O-128-2024

Deed #:

Hearing Date:

Drafter: Alana Morton

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	11/12/2024	Approved and Referred to Docket	Urban County Council	11/14/2024		Pass
1	Urban County Council	11/14/2024	Received First Reading	Urban County Council	11/21/2024		
1	Urban County Council	11/21/2024	Approved				Pass

Text of Legislative File 1103-24

Title

An Ordinance amending the civil service authorized strength by abolishing four (4) classified positions of Heavy Equipment Technician, Grade 519N, in the Div. of Fire and Emergency Services, and abolishing two (2) classified positions of Vehicle and Equipment Technician, Grade 517N, in the Div. of Facilities and Fleet Management, effective upon passage of Council. [Div. of Human Resources, George]

Summary

Authorization to amend the Classified Civil Service authorized strength by abolishing four (4) Heavy Equipment Technicians in the Division of Fire and Emergency Services and two (2) Vehicle & Equipment Technicians in the Division of Facilities and Fleet Management. The fiscal impact is Budget neutral. (L1103-24) (George/Hamilton)

Budgetary Implications [select]: Yes/NO

Advance Document Review:

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

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

Fully Budgeted [select]: Yes/No/Partial

Account Number:

This Fiscal Year Impact: \$

Annual Impact: \$

Project:

Activity:

Budget Reference:

Current Balance:



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: October 29, 2024

RE: Abolish Vehicle & Equipment Technician/Heavy Equipment Technician

The attached action is requesting authorization to amend the classified civil service authorized strength as follows:

The request includes the following to be effective upon passage of Council:

- In the classified civil service authorized strength:
 - Abolish four (4) classified civil service positions of Heavy Equipment Technician (Grade 519N) in the Division of Fire and Emergency Services;
 - Abolish two (2) classified civil service positions of Vehicle & Equipment Technician (Grade 517N) in the Division of Facilities and Fleet Management;

The fiscal impact for these positions will be budget-neutral.

File Number: 1103-24

Director/Commissioner: Glenda Humphrey George/Sally Hamilton

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



Lexington-Fayette Urban County Government

Changes in Authorized Positions

Date: 10/29/24

Classified Civil Service

Changes From:

Div. Line #	No. Pos.	Class Code	Pay Grade	Position Title	Prog. #	Employee Name	Salary
<u>Division of Fire and Emergency Services (570)</u>							
570.030	5	523	519N	Heavy Equipment Technician	-----	-----	-----
<u>Division of Facilities and Fleet Management (720)</u>							
720.065	9	636	517N	Vehicle & Equipment Technician	-----	-----	-----

Changes To:

Div. Line #	No. Pos.	Class Code	Pay Grade	Position Title	Prog. #	Employee Name	Salary
<u>Division of Fire and Emergency Services (570)</u>							
570.030	1	523	519N	Heavy Equipment Technician	-----	-----	-----
<u>Division of Facilities and Fleet Management (720)</u>							
720.065	7	636	517N	Vehicle & Equipment Technician	-----	-----	-----

ORDINANCE NO. _____ - 2024

AN ORDINANCE AMENDING THE CIVIL SERVICE AUTHORIZED STRENGTH BY ABOLISHING FOUR (4) CLASSIFIED POSITIONS OF HEAVY EQUIPMENT TECHNICIAN, GRADE 519N, IN THE DIVISION OF FIRE AND EMERGENCY SERVICES, AND ABOLISHING TWO (2) CLASSIFIED POSITIONS OF VEHICLE AND EQUIPMENT TECHNICIAN, GRADE 517N, 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 numbers in the classified civil service authorized strength be and hereby are amended to read as follows:

570.0300	1	523	519N	Heavy Equipment Technician
720.065	7	636	517N	Vehicle and 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:

ORDINANCE NO. 128 - 2024

AN ORDINANCE AMENDING THE CIVIL SERVICE AUTHORIZED STRENGTH BY ABOLISHING FOUR (4) CLASSIFIED POSITIONS OF HEAVY EQUIPMENT TECHNICIAN, GRADE 519N, IN THE DIVISION OF FIRE AND EMERGENCY SERVICES, AND ABOLISHING TWO (2) CLASSIFIED POSITIONS OF VEHICLE AND EQUIPMENT TECHNICIAN, GRADE 517N, 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 numbers in the classified civil service authorized strength be and hereby are amended to read as follows:

570.0300	1	523	519N	Heavy Equipment Technician
720.065	7	636	517N	Vehicle and Equipment Technician

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

PASSED URBAN COUNTY COUNCIL: November 21,2024


MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL
PUBLISHED: November 29,2024-1t



Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 1104-24

File ID: 1104-24

Type: Ordinance

Status: Approved

Version: 1

Contract #:

In Control: Urban County
Council

File Created: 10/29/2024

File Name: 25-0001d FY25 Authorized Strength

Final Action: 11/21/2024

Title: An Ordinance amending the civil service authorized strength by creating one (1) classified position of Administrative Officer, Grade 523E, in the Dept. of Environmental Quality and Public Works, creating one (1) classified position of Intelligence Specialist Supervisor, Grade 521E, in the Div. of Police, abolishing one (1) classified position of Affordable Housing Specialist Senior, Grade 518N, in the Div. of Grants and Special Programs, abolishing one (1) unclassified position of Information Security Engineer Senior, Grade 533E, in the Dept. of Information Technology, abolishing one (1) unclassified position of Victim's Advocate, Grade 518N, in the Div. of Police, abolishing one (1) unclassified position of Program Specialist NE, Grade 514N, in the Dept. of Social Services, and transferring one (1) unclassified position of Community Re-Entry Advocate, Grade 517N, to the Office of the Chief Development Officer, and transferring the incumbent, expiring December 31, 2026, all effective July 1, 2024. [Div. of Human Resources, George]

Notes:

Sponsors:

Enactment Date: 11/21/2024

Attachments: Bluesheet Memo 25-0001d, From to 25.0001d, ORD
1104-24 Abolish Create and Transfer
4861-6614-7830 v.1.docx, O-129-2024

Enactment Number: O-129-2024

Deed #:

Hearing Date:

Drafter: Alana Morton

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	11/12/2024	Approved and Referred to Docket	Urban County Council	11/14/2024		Pass
1	Urban County Council	11/14/2024	Received First Reading	Urban County Council	11/21/2024		
1	Urban County Council	11/21/2024	Approved				Pass

Text of Legislative File 1104-24

Title

An Ordinance amending the civil service authorized strength by creating one (1) classified position of Administrative Officer, Grade 523E, in the Dept. of Environmental Quality and Public Works, creating one (1) classified position of Intelligence Specialist Supervisor, Grade 521E, in the Div. of Police, abolishing one (1) classified position of Affordable Housing Specialist Senior, Grade 518N, in the Div. of Grants and Special Programs, abolishing one (1) unclassified position of Information Security Engineer Senior, Grade 533E, in the Dept. of Information Technology, abolishing one (1) unclassified position of Victim's Advocate, Grade 518N, in the Div. of Police, abolishing one (1) unclassified position of Program Specialist NE, Grade 514N, in the Dept. of Social Services, and transferring one (1) unclassified position of Community Re-Entry Advocate, Grade 517N, to the Office of the Chief Development Officer, and transferring the incumbent, expiring December 31, 2026, all effective July 1, 2024. [Div. of Human Resources, George]

Summary

Authorization to amend the Classified Civil Service and Unclassified Civil Service authorized strength by creating, abolishing and transferring positions as they were approved in the FY 2025 Budget process within the Lexington-Fayette Urban County Government to become effective retroactive July 1, 2024. Impacted positions are located in Division of Grants and Special Programs, Division of Police, Department of Environmental Quality & Public Works, Department of Information Technology, Department of Social Services, and Office of Chief Development Officer. (L1104-24) (George/Hamilton)

Budgetary Implications [select]: Yes

Advance Document Review:

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

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

Fully Budgeted [select]: Yes

Account Number:

This Fiscal Year Impact: \$

Annual Impact: \$

Project:

Activity:

Budget Reference:

Current Balance:



MEMORANDUM

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

FROM: 
Glenda Humphrey George, Director
Division of Human Resources

DATE: October 29, 2024

RE: Amendment to Authorized Strength - FY 2025 Budget

The attached action amends the classified civil service and unclassified civil service authorized strength by creating, abolishing and transferring positions as they were approved in the FY 2025 budget process within the Lexington-Fayette Urban County Government.

The request includes the following to be effective July 1, 2024:

- In the classified civil service authorized strength:
 - Create one (1) classified civil service position of Administrative Officer (Grade 523E) in the Department of Environmental Quality & Public Works;
 - Create one (1) classified civil service position of Intelligence Specialist Supervisor (Grade 521E) in the Division of Police;
 - Abolish one (1) classified civil service position of Affordable Housing Specialist Sr (Grade 518N) in the Division of Grants and Special Programs.
- In the unclassified civil service authorized strength:
 - Abolish one (1) unclassified civil service position of Information Security Engineer Sr., (Grade 533E) in the Department of Information Technology;
 - Abolish one (1) unclassified civil service position of Victim's Advocate (Grade 518N) in the Division of Police;



- Abolish one (1) unclassified civil service position of Program Specialist NE (Grade 514N) in the Department of Social Services;
- Transfer one (1) unclassified position of Community Re-Entry Advocate (Grade 517N) and the incumbent along with the associated funds from the Office of the Mayor to the Office of the Chief Development Officer, to expire December 31, 2026;

The fiscal impact for these positions will be budget-neutral.

File Number: 1104-24

Director/Commissioner: Glenda Humphrey George/Sally Hamilton

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



Lexington-Fayette Urban County Government

Changes in Authorized Positions

Date: 10/29/24

Classified Civil Service

Changes From:

Div. Line #	No. Pos.	Class Code	Pay Grade	Position Title	Prog. #	Employee Name	Salary
<u>Department of Environmental Quality & Public Works (370)</u>							
370.020	1	112	523E	Administrative Officer	----	----	----
<u>Division of Police (550)</u>							
----	----	----	----	----	----	----	----
<u>Division of Grants and Special Programs (840)</u>							
840.065	1	454	518N	Affordable Housing Specialist Sr.	----	----	----

Changes To:

Div. Line #	No. Pos.	Class Code	Pay Grade	Position Title	Prog. #	Employee Name	Salary
<u>Department of Environmental Quality & Public Works (370)</u>							
370.020	2	112	523E	Administrative Officer	----	----	----
<u>Division of Police (550)</u>							
550.011	1	925	521E	Intelligence Specialist Supervisor	----	----	----
<u>Division of Grants and Special Programs (840)</u>							
----	----	----	----	----	----	----	----

Unclassified Civil Service

Changes From:

Div. Line #	No. Pos.	Class Code	Pay Grade	Position Title	Prog. #	Employee Name	Salary
<u>Office of the Mayor (030)</u>							
030.045	1	548	517N	Community Re-Entry	----	Tara Estes	\$29.877/hourly
<u>Office of the Chief Development Officer (035)</u>							
----	----	----	----	----	----	----	----
<u>Department of Information Technology (080)</u>							
080.020	1	390	533E	Information Security Engineer Sr.	----	----	----
<u>Division of Police (550)</u>							
550.004	2	161	518N	Victim's Advocate	----	----	----
<u>Department of Social Services (610)</u>							
610.030	1	108	514N	Program Specialist (NE)	----	----	----

Changes To:

Div. Line #	No. Pos.	Class Code	Pay Grade	Position Title	Prog. #	Employee Name	Salary
<u>Office of the Mayor (030)</u>							
----	----	----	----	----	----	----	----
<u>Office of the Chief Development Officer (035)</u>							
035.013	1	548	517N	Community Re-Entry	----	Tara Estes	\$29.877/hourly
<u>Department of Information Technology (080)</u>							
----	----	----	----	----	----	----	----
<u>Division of Police (550)</u>							
550.004	1	161	518N	Victim's Advocate	----	----	----
<u>Department of Social Services (610)</u>							
----	----	----	----	----	----	----	----

ORDINANCE NO. _____ - 2024

AN ORDINANCE AMENDING THE CIVIL SERVICE AUTHORIZED STRENGTH BY CREATING ONE (1) CLASSIFIED POSITION OF ADMINISTRATIVE OFFICER, GRADE 523E, IN THE DEPARTMENT OF ENVIRONMENTAL QUALITY AND PUBLIC WORKS, CREATING ONE (1) CLASSIFIED POSITION OF INTELLIGENCE SPECIALIST SUPERVISOR, GRADE 521E, IN THE DIVISION OF POLICE, ABOLISHING ONE (1) CLASSIFIED POSITION OF AFFORDABLE HOUSING SPECIALIST SENIOR, GRADE 518N, IN THE DIVISION OF GRANTS AND SPECIAL PROGRAMS, ABOLISHING ONE (1) UNCLASSIFIED POSITION OF INFORMATION SECURITY ENGINEER SENIOR, GRADE 533E, IN THE DEPARTMENT OF INFORMATION TECHNOLOGY, ABOLISHING ONE (1) UNCLASSIFIED POSITION OF VICTIM'S ADVOCATE, GRADE 518N, IN THE DIVISION OF POLICE, ABOLISHING ONE (1) UNCLASSIFIED POSITION OF PROGRAM SPECIALIST NE, GRADE 514N, IN THE DEPARTMENT OF SOCIAL SERVICES, AND TRANSFERRING ONE (1) UNCLASSIFIED POSITION OF COMMUNITY RE-ENTRY ADVOCATE, GRADE 517N, TO THE OFFICE OF THE CHIEF DEVELOPMENT OFFICER, AND TRANSFERRING THE INCUMBENT, EXPIRING DECEMBER 31, 2026, ALL EFFECTIVE JULY 1, 2024.

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

Section 1 – That subsection line number 840.065 in the classified civil service authorized strength be and hereby is deleted.

Section 2 – That the following subsection line number in the classified civil service authorized strength be and hereby is amended to read as follows:

370.020	2	112	523E	Administrative Officer
---------	---	-----	------	------------------------

Section 3 – That the following subsection line number in the classified civil service authorized strength be and hereby is created to read as follows:

550.011	1	925	521E	Intelligence Specialist Supervisor
---------	---	-----	------	------------------------------------

Section 4 – That subsection line numbers 080.020 and 610.030 in the unclassified civil service authorized strength be and hereby are deleted.

Section 5 – That the following subsection line number in the unclassified civil service authorized strength be and hereby is amended to read as follows:

550.004	1	161	518N	Victim's Advocate
---------	---	-----	------	-------------------

Section 6 – That the incumbent to the position of Community Reentry Advocate, Tara Estes, be and hereby is transferred from the Office of the Mayor, to the Office of the Chief Development Officer, at her respective current pay grade and rate of pay, to expire December 31, 2026.

Section 7 – That this Ordinance shall become effective July 1, 2024.

PASSED URBAN COUNTY COUNCIL:

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL
PUBLISHED:

1104-24:GET:4861-6614-7830, v. 1

ORDINANCE NO. 129 - 2024

AN ORDINANCE AMENDING THE CIVIL SERVICE AUTHORIZED STRENGTH BY CREATING ONE (1) CLASSIFIED POSITION OF ADMINISTRATIVE OFFICER, GRADE 523E, IN THE DEPARTMENT OF ENVIRONMENTAL QUALITY AND PUBLIC WORKS, CREATING ONE (1) CLASSIFIED POSITION OF INTELLIGENCE SPECIALIST SUPERVISOR, GRADE 521E, IN THE DIVISION OF POLICE, ABOLISHING ONE (1) CLASSIFIED POSITION OF AFFORDABLE HOUSING SPECIALIST SENIOR, GRADE 518N, IN THE DIVISION OF GRANTS AND SPECIAL PROGRAMS, ABOLISHING ONE (1) UNCLASSIFIED POSITION OF INFORMATION SECURITY ENGINEER SENIOR, GRADE 533E, IN THE DEPARTMENT OF INFORMATION TECHNOLOGY, ABOLISHING ONE (1) UNCLASSIFIED POSITION OF VICTIM'S ADVOCATE, GRADE 518N, IN THE DIVISION OF POLICE, ABOLISHING ONE (1) UNCLASSIFIED POSITION OF PROGRAM SPECIALIST NE, GRADE 514N, IN THE DEPARTMENT OF SOCIAL SERVICES, AND TRANSFERRING ONE (1) UNCLASSIFIED POSITION OF COMMUNITY RE-ENTRY ADVOCATE, GRADE 517N, TO THE OFFICE OF THE CHIEF DEVELOPMENT OFFICER, AND TRANSFERRING THE INCUMBENT, EXPIRING DECEMBER 31, 2026, ALL EFFECTIVE JULY 1, 2024.

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

Section 1 – That subsection line number 840.065 in the classified civil service authorized strength be and hereby is deleted.

Section 2 – That the following subsection line number in the classified civil service authorized strength be and hereby is amended to read as follows:

370.020 2 112 523E Administrative Officer

Section 3 – That the following subsection line number in the classified civil service authorized strength be and hereby is created to read as follows:

550.011 1 925 521E Intelligence Specialist Supervisor

Section 4 – That subsection line numbers 080.020 and 610.030 in the unclassified civil service authorized strength be and hereby are deleted.

Section 5 – That the following subsection line number in the unclassified civil service authorized strength be and hereby is amended to read as follows:

550.004 1 161 518N Victim's Advocate

Section 6 – That the incumbent to the position of Community Reentry Advocate, Tara Estes, be and hereby is transferred from the Office of the Mayor, to the Office of the Chief Development Officer, at her respective current pay grade and rate of pay, to expire December 31, 2026.

Section 7 – That this Ordinance shall become effective July 1, 2024.

PASSED URBAN COUNTY COUNCIL: November 21, 2024



MAYOR

ATTEST:



CLERK OF URBAN COUNTY COUNCIL

PUBLISHED: November 29, 2024-1t



Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 1105-24

File ID: 1105-24

Type: Ordinance

Status: Approved

Version: 1

Contract #:

In Control: Urban County
Council

File Created: 10/29/2024

File Name: 25-0019 Organizational REstructure- Waste
Management

Final Action: 11/21/2024

Title: An Ordinance pursuant to Section 6.12 of the Charter of the Lexington-Fayette Urban County Government to reorganize the Div. of Waste Management, at the request of the Dept. of Environmental Quality and Public Works, as follows: amending the Classified Civil Service authorized strength by abolishing one hundred and twenty (120) positions of Resource Recovery Operator, Grade 515N, and creating one hundred and twenty (120) positions of Resource Recovery Operator, Grade 518N, transferring the incumbents; amending the Classified Civil Service authorized strength by abolishing nine (9) positions of Public Service Supervisor Sr., Grade 518N, and creating nine (9) positions of Resource Recovery Operator Supervisor Sr., Grade 520N, transferring the incumbents; and amending the Unclassified Civil Service authorized strength by abolishing one (1) position of Resource Recovery Operator, Grade 515N, and creating one (1) position of Resource Recovery Operator, Grade 518N, transferring the incumbent; all changes to be effective on December 30, 2024. [Div. of Human Resources, George]

Notes:

Sponsors:

Enactment Date: 11/21/2024

Attachments: Bluesheet Memo 25-0019, From-To 25.0019 - RRO,
From-To 25.0019 - PSS Sr, Fiscal Impact, ORD
1105-24 Reorganize Waste Management and
Compensation Changes 4865-1280-1778 v.1.docx,
O-130-2024

Enactment Number: O-130-2024

Deed #:

Hearing Date:

Drafter: Alana Morton

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
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1	Urban County Council Work Session	11/12/2024	Approved and Referred to Docket	Urban County Council	11/14/2024	Pass
1	Urban County Council	11/14/2024	Received First Reading	Urban County Council	11/21/2024	
1	Urban County Council	11/21/2024	Approved			Pass

Text of Legislative File 1105-24

Title

An Ordinance pursuant to Section 6.12 of the Charter of the Lexington-Fayette Urban County Government to reorganize the Div. of Waste Management, at the request of the Dept. of Environmental Quality and Public Works, as follows: amending the Classified Civil Service authorized strength by abolishing one hundred and twenty (120) positions of Resource Recovery Operator, Grade 515N, and creating one hundred and twenty (120) positions of Resource Recovery Operator, Grade 518N, transferring the incumbents; amending the Classified Civil Service authorized strength by abolishing nine (9) positions of Public Service Supervisor Sr., Grade 518N, and creating nine (9) positions of Resource Recovery Operator Supervisor Sr., Grade 520N, transferring the incumbents; and amending the Unclassified Civil Service authorized strength by abolishing one (1) position of Resource Recovery Operator, Grade 515N, and creating one (1) position of Resource Recovery Operator, Grade 518N, transferring the incumbent; all changes to be effective on December 30, 2024. [Div. of Human Resources, George]

Summary

Authorization to amend the authorized strength in the Division of Waste Management by abolishing one hundred twenty (120) classified Resource Recovery Operator positions (Grade 515N) and one (1) unclassified Resource Recovery Operator position (Grade 515N), creating one hundred twenty (120) classified Resource Recovery Operator positions (Grade 518N) and one (1) unclassified Resource Recovery Operator position (Grade 518N), and transferring the incumbents to the new positions. This action also is requesting authorization to amend the authorized strength in the Division of Waste Management by abolishing nine (9) classified Public Service Supervisor Sr. positions (Grade 518N), creating nine (9) classified Resource Recovery Operator Supervisor Sr. positions (Grade 520N) and transferring the incumbents to the new positions. There are four (4) Public Service Supervisor Sr. positions that do not supervise Resource Recovery Operators; pay grade and title will remain the same. The effective date of these actions is December 30, 2024. This has a 12-month impact of \$826,096.10. (L1105-24) (George/Hamilton)

Budgetary Implications [select]: Yes

Advance Document Review:

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

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

Fully Budgeted [select]: No

Account Number:

This Fiscal Year Impact: \$

Annual Impact: \$

Project:

Activity:

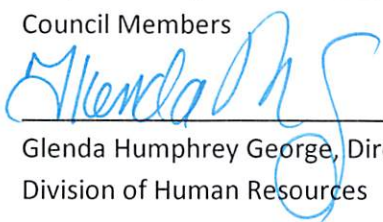
Budget Reference:

Current Balance:



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: October 29, 2024

SUBJECT: Organizational Restructure - Waste Management

The attached action is requesting authorization to amend the authorized strength in the Division of Waste Management by abolishing one hundred twenty (120) classified Resource Recovery Operator positions (Grade 515N) and one (1) unclassified Resource Recovery Operator position (Grade 515N), creating one hundred twenty (120) classified Resource Recovery Operator positions (Grade 518N) and one (1) unclassified Resource Recovery Operator position (Grade 518N), and transferring the incumbents to the new positions. This action also is requesting authorization to amend the authorized strength in the Division of Waste Management by abolishing nine (9) classified Public Service Supervisor Sr. positions (Grade 518N), creating nine (9) classified Resource Recovery Operator Supervisor Sr. positions (Grade 520N) and transferring the incumbents to the new positions. There are four (4) Public Service Supervisor Sr. positions that do not supervise Resource Recovery Operators and their pay grade and title will remain the same. The effective date of these actions is December 30, 2024.

Why are you requesting?

We advertise for vacant Resource Recovery Operator positions monthly; however, we continue to maintain approximately a twenty-three percent (23%) vacancy rate. Currently, twenty-eight (28) out of one hundred twenty-one (121) authorized Resource Recovery Operator positions are vacant. This is due to an ongoing shortage of CDL drivers in our employment market and our rate of pay for Resource Recovery Operators.



Upon the request of the Department of Environmental Quality and Public Works, with the approval of the CAO, and in accordance with the Code of Ordinances, the Division of Human Resources conducted a classification study on the requested positions. The result of the study recommended the following:

Number of Positions	Current Position Title	New Position Title	Current Grade	New Grade
121	Resource Recovery Operator	Resource Recovery Operator	515N	518N
9*	Public Service Supervisor Sr.	Resource Recovery Operator Supervisor Sr.	518N	520N
4	Public Service Supervisor Sr.	Public Service Supervisor Sr.	518N	518N

**Note: These 9 positions supervise Resource Recovery Operator positions.*

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

This action will have a future impact cost of \$826,096.10

File Number: 1105.24

Director/Commissioner: Glenda George/Sally Hamilton

If you have questions or need additional information, please contact Glenda Humphrey George at 859-258-3030.



Lexington-Fayette Urban County Government

Changes in Authorized Positions

Date: 10/22/24

Classified Civil Service

Changes From:

Changes To:

Div. Line #	No. Pos.	Class Code	Pay Grade	Position Title	Prog. #	Employee Name	Salary	Div. Line #	No. Pos.	Class Code	Pay Grade	Position Title	Prog. #	Employee Name	Salary
Division of Waste Management (350)								Division of Waste Management (350)							
350.067	120	619	515N	Resource Recovery Operator	----	Ieshia Mays	\$20.959/hourly	350.067	120	619	518N	Resource Recovery Operator	----	Ieshia Mays	\$24.356/hourly
					----	Damarintae Fischer	\$21.081/hourly						----	Damarintae Fischer	\$24.481/hourly
					----	Brandon Clemmons	\$21.133/hourly						----	Brandon Clemmons	\$24.541/hourly
					----	Salihah Muhammad	\$21.419/hourly						----	Salihah Muhammad	\$24.541/hourly
					----	Damian Clemons	\$21.933/hourly						----	Damian Clemons	\$24.694/hourly
					----	Timothy Sturgis	\$21.851/hourly						----	Timothy Sturgis	\$24.710/hourly
					----	Russell Brown	\$22.221/hourly						----	Russell Brown	\$25.060/hourly
					----	Kareem Smith	\$22.384/hourly						----	Kareem Smith	\$25.070/hourly
					----	Jamar Huffman	\$22.387/hourly						----	Jamar Huffman	\$25.073/hourly
					----	Charles Watts	\$22.387/hourly						----	Charles Watts	\$25.073/hourly
					----	Perry White	\$22.394/hourly						----	Perry White	\$25.081/hourly
					----	Joshua Bowman	\$22.410/hourly						----	Joshua Bowman	\$25.099/hourly
					----	Jeffrey Lewis	\$22.267/hourly						----	Jeffrey Lewis	\$25.121/hourly
					----	Tyrus Day	\$22.276/hourly						----	Tyrus Day	\$25.125/hourly
					----	Marcellus Lewis	\$22.276/hourly						----	Marcellus Lewis	\$25.133/hourly
					----	Marcus Jackson	\$22.516/hourly						----	Marcus Jackson	\$25.218/hourly
					----	Stephen Smith	\$22.374/hourly						----	Stephen Smith	\$25.241/hourly
					----	Brandon Darland	\$22.573/hourly						----	Brandon Darland	\$25.282/hourly
					----	Pecola Cowan	\$22.659/hourly						----	Pecola Cowan	\$25.378/hourly
					----	Andrew Jackson	\$22.673/hourly						----	Andrew Jackson	\$25.394/hourly
					----	Calvin Johnson	\$22.730/hourly						----	Calvin Johnson	\$25.458/hourly
					----	LaVance Beasley	\$22.459/hourly						----	LaVance Beasley	\$25.511/hourly
					----	Philicia Segar	\$22.851/hourly						----	Philicia Segar	\$25.593/hourly
					----	Larone Jones	\$22.221/hourly						----	Larone Jones	\$25.624/hourly
					----	Robert Warren	\$22.908/hourly						----	Robert Warren	\$25.657/hourly
					----	George Harris	\$22.398/hourly						----	George Harris	\$25.676/hourly
					----	Hue Mason III	\$23.000/hourly						----	Hue Mason III	\$25.760/hourly
					----	Cameron Kennedy	\$23.030/hourly						----	Cameron Kennedy	\$25.794/hourly
					----	Toby Mundy	\$23.030/hourly						----	Toby Mundy	\$25.794/hourly
					----	Quinton Dixon	\$23.030/hourly						----	Quinton Dixon	\$25.794/hourly
					----	Jamel Bell	\$22.816/hourly						----	Jamel Bell	\$25.986/hourly
					----	Brian Wright	\$23.287/hourly						----	Brian Wright	\$26.081/hourly
					----	Marquis Hale	\$23.309/hourly						----	Marquis Hale	\$26.106/hourly
					----	Dereke Soaper	\$23.386/hourly						----	Dereke Soaper	\$26.192/hourly
					----	John Williams	\$23.386/hourly						----	John Williams	\$26.192/hourly
					----	Micah Emerson	\$23.386/hourly						----	Micah Emerson	\$26.192/hourly
					----	Eric Hodgson	\$22.730/hourly						----	Eric Hodgson	\$26.199/hourly
					----	Juan McKee	\$22.645/hourly						----	Juan McKee	\$26.276/hourly
					----	Erik Johnson	\$21.820/hourly						----	Erik Johnson	\$26.324/hourly
					----	Curtis Claycomb	\$23.577/hourly						----	Curtis Claycomb	\$26.406/hourly
					----	Tangela Jessee	\$23.508/hourly						----	Tangela Jessee	\$26.501/hourly
					----	Austin Zahn	\$23.273/hourly						----	Austin Zahn	\$26.533/hourly
					----	Milton Locke	\$23.608/hourly						----	Milton Locke	\$26.593/hourly
					----	Jefferson Harkless	\$23.330/hourly						----	Jefferson Harkless	\$26.597/hourly
					----	Ronnie Warner	\$23.779/hourly						----	Ronnie Warner	\$26.632/hourly
					----	Rickey Colbourne	\$22.374/hourly						----	Rickey Colbourne	\$26.750/hourly
					----	John Gerardi	\$24.000/hourly						----	John Gerardi	\$26.880/hourly

					----	John Angel	\$23.644/hourly								----	John Angel	\$26.915/hourly
					----	David Smith	\$24.064/hourly								----	David Smith	\$26.952/hourly
					----	April Wallace	\$23.279/hourly								----	April Wallace	\$26.960/hourly
					----	Jeffrey Welch	\$23.288/hourly								----	Jeffrey Welch	\$26.960/hourly
					----	Joseph Wright	\$23.395/hourly								----	Joseph Wright	\$26.960/hourly
					----	Shaunetta Thomas	\$23.601/hourly								----	Shaunetta Thomas	\$26.960/hourly
					----	Austin Madry	\$23.623/hourly								----	Austin Madry	\$26.960/hourly
					----	Alex Hicks	\$23.632/hourly								----	Alex Hicks	\$26.960/hourly
					----	Timothy Miles	\$23.842/hourly								----	Timothy Miles	\$26.960/hourly
					----	Reginald Caise	\$23.872/hourly								----	Reginald Caise	\$26.960/hourly
					----	Christopher Reynolds	\$24.000/hourly								----	Christopher Reynolds	\$26.960/hourly
					----	Laron Lewis	\$24.179/hourly								----	Laron Lewis	\$27.080/hourly
					----	Clifton Stone	\$24.393/hourly								----	Clifton Stone	\$27.320/hourly
					----	John Johnson	\$24.471/hourly								----	John Johnson	\$27.408/hourly
					----	Antwan Davis	\$24.715/hourly								----	Antwan Davis	\$27.681/hourly
					----	Thomas Galashaw	\$24.800/hourly								----	Thomas Galashaw	\$27.776/hourly
					----	Willetta Cowan	\$24.825/hourly								----	Willetta Cowan	\$27.804/hourly
					----	Clay Webb	\$24.892/hourly								----	Clay Webb	\$27.879/hourly
					----	Donald Langfels	\$24.927/hourly								----	Donald Langfels	\$27.918/hourly
					----	Aaron Dishman	\$25.086/hourly								----	Aaron Dishman	\$28.096/hourly
					----	Vernon Willoughby	\$25.113/hourly								----	Vernon Willoughby	\$28.127/hourly
					----	Anthony Rodgers	\$25.113/hourly								----	Anthony Rodgers	\$28.127/hourly
					----	Daniel Madison	\$25.205/hourly								----	Daniel Madison	\$28.230/hourly
					----	Javier Perez	\$25.214/hourly								----	Javier Perez	\$28.240/hourly
					----	Darryl Baker	\$25.264/hourly								----	Darryl Baker	\$28.296/hourly
					----	Frederick Cotton	\$25.429/hourly								----	Frederick Cotton	\$28.480/hourly
					----	Iliir Aliu	\$26.099/hourly								----	Iliir Aliu	\$29.231/hourly
					----	John Taylor	\$26.186/hourly								----	John Taylor	\$29.328/hourly
					----	Antwan Benton	\$26.228/hourly								----	Antwan Benton	\$29.375/hourly
					----	Sonya Taylor	\$26.535/hourly								----	Sonya Taylor	\$29.719/hourly
					----	Jobey Harvey	\$26.771/hourly								----	Jobey Harvey	\$29.984/hourly
					----	James Cowan	\$26.933/hourly								----	James Cowan	\$30.165/hourly
					----	Anthony Morton	\$27.070/hourly								----	Anthony Morton	\$30.318/hourly
					----	Fred Crouch	\$27.083/hourly								----	Fred Crouch	\$30.333/hourly
					----	Darrell Turley	\$27.108/hourly								----	Darrell Turley	\$30.361/hourly
					----	Ronricus Henry	\$27.213/hourly								----	Ronricus Henry	\$30.479/hourly
					----	Darrell Stevens	\$27.251/hourly								----	Darrell Stevens	\$30.521/hourly
					----	Terry Shelton	\$27.854/hourly								----	Terry Shelton	\$31.196/hourly
					----	Thomas Hager	\$27.854/hourly								----	Thomas Hager	\$31.196/hourly
					----	Joshua Potter	\$28.682/hourly								----	Joshua Potter	\$32.124/hourly
					----	Raymond Toussaint	\$28.939/hourly								----	Raymond Toussaint	\$32.412/hourly
					----	James Mason	\$29.154/hourly								----	James Mason	\$32.652/hourly
					----	Curtis Ross	\$29.283/hourly								----	Curtis Ross	\$32.797/hourly
					----	Joseph Weathers	\$29.682/hourly								----	Joseph Weathers	\$33.244/hourly
					----	Manwell Benton	\$29.831/hourly								----	Manwell Benton	\$33.411/hourly
					-----	Vacant (28)	-----								----	Vacant (28)	----

Lexington-Fayette Urban County Government

Changes in Authorized Positions

Date: 10/22/24

Unclassified Civil Service

Changes From:

Changes To:

Div. Line #	No. Pos.	Class Code	Pay Grade	Position Title	Prog. #	Employee Name	Hourly or Bi-weekly Salary		Div. Line #	No. Pos.	Class Code	Pay Grade	Position Title	Prog. #	Employee Name	Hourly or Bi-weekly Salary
<u>Division of Waste Management (350)</u>				Resource Recovery Operator	-----	Raymon Smith	\$22.041/hourly		<u>Division of Waste Management (350)</u>				Resource Recovery Operator	-----	Raymon Smith	\$24.920/hourly
350.018	1	619	515N						350.018	1	619	518N				

Lexington-Fayette Urban County Government

Changes in Authorized Positions

Date: 10/22/24

Classified Civil Service

Changes From:

Changes To:

Div. Line #	No. Pos.	Class Code	Pay Grade	Position Title	Prog. #	Employee Name	Hourly or Bi-weekly Salary	Div. Line #	No. Pos.	Class Code	Pay Grade	Position Title	Prog. #	Employee Name	Hourly or Bi-weekly Salary
Division of Waste Management (350)								Division of Waste Management (350)							
350.030	13	607	518N	Public Service Supervisor Sr.	----	Nicholas Thornton George Cummins Eric Wheeler DaRayll Chestnut Marcus Ashford Malcolm Irvin Joseph Baker John Brown Vacant	\$26.903/hourly \$29.271/hourly \$29.370/hourly \$29.456/hourly \$30.229/hourly \$30.546/hourly \$28.097/hourly \$35.464/hourly ----	350.030	4	607	518N	Public Service Supervisor Sr.	----	----	----
----	----	----	----	----	----	----	----	350.025	9	609	520N	Resource Recovery Operator Supervisor Sr.	----	Nicholas Thornton George Cummins Eric Wheeler DaRayll Chestnut Marcus Ashford Malcolm Irvin Joseph Baker John Brown Vacant	\$29.593/hourly \$32.198/hourly \$32.307/hourly \$32.402/hourly \$33.252/hourly \$33.601/hourly \$30.907/hourly \$39.010/hourly ----

Bluesheet 25-0019

Division of Waste Management

Description		1 or -1	Hour Rate	Benefits Cost						Employee Total Cost
				63122	63511	63615	63621	63622	63624	
				Base Comp	19.71% Pension	Other Fringe	6.20% FICA	0.044% Unemp	1.45% Medicare	
Resource Recovery Operator (Grade 515N), I. Mays	Abolish	-1.00	20.959	(\$43,594.72)	(\$8,592.52)	(\$5,528.88)	(\$2,967.54)	(\$19.18)	(\$694.02)	(\$61,396.87)
Resource Recovery Operator (Grade 515N), D. Fischer	Abolish	-1.00	21.081	(\$43,848.48)	(\$8,642.54)	(\$5,528.88)	(\$2,983.28)	(\$19.29)	(\$697.70)	(\$61,720.17)
Resource Recovery Operator (Grade 515N), B. Clemmons	Abolish	-1.00	21.133	(\$43,956.64)	(\$8,663.85)	(\$5,528.88)	(\$2,989.98)	(\$19.34)	(\$699.27)	(\$61,857.97)
Resource Recovery Operator (Grade 515N), S. Muhammad	Abolish	-1.00	21.419	(\$44,551.52)	(\$8,781.10)	(\$5,528.88)	(\$3,026.86)	(\$19.60)	(\$707.90)	(\$62,615.87)
Resource Recovery Operator (Grade 515N), D. Clemons	Abolish	-1.00	21.933	(\$45,620.64)	(\$8,991.83)	(\$5,528.88)	(\$3,093.15)	(\$20.07)	(\$723.40)	(\$63,977.97)
Resource Recovery Operator (Grade 515N), T. Sturgis	Abolish	-1.00	21.851	(\$45,450.08)	(\$8,958.21)	(\$5,528.88)	(\$3,082.58)	(\$20.00)	(\$720.92)	(\$63,760.67)
Resource Recovery Operator (Grade 515N), R. Smith	Abolish	-1.00	22.041	(\$45,845.28)	(\$9,036.10)	(\$5,528.88)	(\$3,107.08)	(\$20.17)	(\$726.66)	(\$64,264.17)
Resource Recovery Operator (Grade 515N), R. Brown	Abolish	-1.00	22.221	(\$46,219.68)	(\$9,109.90)	(\$5,528.88)	(\$3,130.29)	(\$20.34)	(\$732.08)	(\$64,741.17)
Resource Recovery Operator (Grade 515N), K. Smith	Abolish	-1.00	22.384	(\$46,558.72)	(\$9,176.72)	(\$5,528.88)	(\$3,151.31)	(\$20.49)	(\$737.00)	(\$65,173.12)
Resource Recovery Operator (Grade 515N), J. Huffman	Abolish	-1.00	22.387	(\$46,564.96)	(\$9,177.95)	(\$5,528.88)	(\$3,151.70)	(\$20.49)	(\$737.09)	(\$65,181.07)
Resource Recovery Operator (Grade 515N), C. Watts	Abolish	-1.00	22.387	(\$46,564.96)	(\$9,177.95)	(\$5,528.88)	(\$3,151.70)	(\$20.49)	(\$737.09)	(\$65,181.07)
Resource Recovery Operator (Grade 515N), P. White	Abolish	-1.00	22.394	(\$46,579.52)	(\$9,180.82)	(\$5,528.88)	(\$3,152.60)	(\$20.50)	(\$737.30)	(\$65,199.62)
Resource Recovery Operator (Grade 515N), J. Bowman	Abolish	-1.00	22.410	(\$46,612.80)	(\$9,187.38)	(\$5,528.88)	(\$3,154.66)	(\$20.51)	(\$737.78)	(\$65,242.02)
Resource Recovery Operator (Grade 515N), J. Lewis	Abolish	-1.00	22.267	(\$46,315.36)	(\$9,128.76)	(\$5,528.88)	(\$3,136.22)	(\$20.38)	(\$733.47)	(\$64,863.07)
Resource Recovery Operator (Grade 515N), T. Day	Abolish	-1.00	22.276	(\$46,334.08)	(\$9,132.45)	(\$5,528.88)	(\$3,137.38)	(\$20.39)	(\$733.74)	(\$64,886.92)
Resource Recovery Operator (Grade 515N), M. Lewis	Abolish	-1.00	22.276	(\$46,334.08)	(\$9,132.45)	(\$5,528.88)	(\$3,137.38)	(\$20.39)	(\$733.74)	(\$64,886.92)
Resource Recovery Operator (Grade 515N), M. Jackson	Abolish	-1.00	22.516	(\$46,833.28)	(\$9,230.84)	(\$5,528.88)	(\$3,168.33)	(\$20.61)	(\$740.98)	(\$65,522.92)
Resource Recovery Operator (Grade 515N), S. Smith	Abolish	-1.00	22.374	(\$46,537.92)	(\$9,172.62)	(\$5,528.88)	(\$3,150.02)	(\$20.48)	(\$736.70)	(\$65,146.62)
Resource Recovery Operator (Grade 515N), B. Darland	Abolish	-1.00	22.573	(\$46,951.84)	(\$9,254.21)	(\$5,528.88)	(\$3,175.68)	(\$20.66)	(\$742.70)	(\$65,673.97)
Resource Recovery Operator (Grade 515N), P. Cowan	Abolish	-1.00	22.659	(\$47,130.72)	(\$9,289.46)	(\$5,528.88)	(\$3,186.78)	(\$20.74)	(\$745.29)	(\$65,901.87)
Resource Recovery Operator (Grade 515N), A. Jackson	Abolish	-1.00	22.673	(\$47,159.84)	(\$9,295.20)	(\$5,528.88)	(\$3,188.58)	(\$20.75)	(\$745.72)	(\$65,938.97)
Resource Recovery Operator (Grade 515N), C. Johnson	Abolish	-1.00	22.730	(\$47,278.40)	(\$9,318.57)	(\$5,528.88)	(\$3,195.93)	(\$20.80)	(\$747.44)	(\$66,090.02)
Resource Recovery Operator (Grade 515N), L. Beasley	Abolish	-1.00	22.459	(\$46,714.72)	(\$9,207.47)	(\$5,528.88)	(\$3,160.98)	(\$20.55)	(\$739.26)	(\$65,371.87)
Resource Recovery Operator (Grade 515N), P. Segar	Abolish	-1.00	22.851	(\$47,530.08)	(\$9,368.18)	(\$5,528.88)	(\$3,211.54)	(\$20.91)	(\$751.08)	(\$66,410.67)
Resource Recovery Operator (Grade 515N), L. Jones	Abolish	-1.00	22.221	(\$46,219.68)	(\$9,109.90)	(\$5,528.88)	(\$3,130.29)	(\$20.34)	(\$732.08)	(\$64,741.17)
Resource Recovery Operator (Grade 515N), R. Warren	Abolish	-1.00	22.908	(\$47,648.64)	(\$9,391.55)	(\$5,528.88)	(\$3,218.89)	(\$20.97)	(\$752.80)	(\$66,561.72)
Resource Recovery Operator (Grade 515N), G. Harris	Abolish	-1.00	22.398	(\$46,587.84)	(\$9,182.46)	(\$5,528.88)	(\$3,153.12)	(\$20.50)	(\$737.42)	(\$65,210.22)
Resource Recovery Operator (Grade 515N), H. Mason	Abolish	-1.00	23.000	(\$47,840.00)	(\$9,429.26)	(\$5,528.88)	(\$3,230.75)	(\$21.05)	(\$755.58)	(\$66,805.52)
Resource Recovery Operator (Grade 515N), C. Kennedy	Abolish	-1.00	23.030	(\$47,902.40)	(\$9,441.56)	(\$5,528.88)	(\$3,234.62)	(\$21.08)	(\$756.48)	(\$66,885.02)
Resource Recovery Operator (Grade 515N), T. Mundy	Abolish	-1.00	23.030	(\$47,902.40)	(\$9,441.56)	(\$5,528.88)	(\$3,234.62)	(\$21.08)	(\$756.48)	(\$66,885.02)
Resource Recovery Operator (Grade 515N), Q. Dixon	Abolish	-1.00	23.030	(\$47,902.40)	(\$9,441.56)	(\$5,528.88)	(\$3,234.62)	(\$21.08)	(\$756.48)	(\$66,885.02)
Resource Recovery Operator (Grade 515N), J. Bell	Abolish	-1.00	22.816	(\$47,457.28)	(\$9,353.83)	(\$5,528.88)	(\$3,207.02)	(\$20.88)	(\$750.03)	(\$66,317.92)
Resource Recovery Operator (Grade 515N), B. Wright	Abolish	-1.00	23.287	(\$48,436.96)	(\$9,546.92)	(\$5,528.88)	(\$3,267.76)	(\$21.31)	(\$764.23)	(\$67,566.07)
Resource Recovery Operator (Grade 515N), M. Hale	Abolish	-1.00	23.309	(\$48,482.72)	(\$9,555.94)	(\$5,528.88)	(\$3,270.60)	(\$21.33)	(\$764.90)	(\$67,624.37)
Resource Recovery Operator (Grade 515N), D. Soaper	Abolish	-1.00	23.386	(\$48,642.88)	(\$9,587.51)	(\$5,528.88)	(\$3,280.53)	(\$21.40)	(\$767.22)	(\$67,828.42)
Resource Recovery Operator (Grade 515N), J. Williams	Abolish	-1.00	23.386	(\$48,642.88)	(\$9,587.51)	(\$5,528.88)	(\$3,280.53)	(\$21.40)	(\$767.22)	(\$67,828.42)
Resource Recovery Operator (Grade 515N), M. Emerson	Abolish	-1.00	23.386	(\$48,642.88)	(\$9,587.51)	(\$5,528.88)	(\$3,280.53)	(\$21.40)	(\$767.22)	(\$67,828.42)
Resource Recovery Operator (Grade 515N), E. Hodgson	Abolish	-1.00	22.730	(\$47,278.40)	(\$9,318.57)	(\$5,528.88)	(\$3,195.93)	(\$20.80)	(\$747.44)	(\$66,090.02)
Resource Recovery Operator (Grade 515N), J. McKee	Abolish	-1.00	22.645	(\$47,101.60)	(\$9,283.73)	(\$5,528.88)	(\$3,184.97)	(\$20.73)	(\$744.87)	(\$65,864.77)
Resource Recovery Operator (Grade 515N), E. Johnson	Abolish	-1.00	21.820	(\$45,385.60)	(\$8,945.50)	(\$5,528.88)	(\$3,078.58)	(\$19.97)	(\$719.99)	(\$63,678.52)
Resource Recovery Operator (Grade 515N), C. Claycomb	Abolish	-1.00	23.577	(\$49,040.16)	(\$9,665.82)	(\$5,528.88)	(\$3,305.16)	(\$21.58)	(\$772.98)	(\$68,334.58)
Resource Recovery Operator (Grade 515N), T. Jessee	Abolish	-1.00	23.508	(\$48,896.64)	(\$9,637.53)	(\$5,528.88)	(\$3,296.26)	(\$21.51)	(\$770.90)	(\$68,151.72)
Resource Recovery Operator (Grade 515N), A. Zahn	Abolish	-1.00	23.273	(\$48,407.84)	(\$9,541.19)	(\$5,528.88)	(\$3,265.96)	(\$21.30)	(\$763.81)	(\$67,528.97)
Resource Recovery Operator (Grade 515N), M. Locke	Abolish	-1.00	23.608	(\$49,104.64)	(\$9,678.52)	(\$5,528.88)	(\$3,309.16)	(\$21.61)	(\$773.92)	(\$68,416.73)
Resource Recovery Operator (Grade 515N), J. Harkless	Abolish	-1.00	23.330	(\$48,526.40)	(\$9,564.55)	(\$5,528.88)	(\$3,273.31)	(\$21.35)	(\$765.53)	(\$67,680.02)
Resource Recovery Operator (Grade 515N), R. Warner	Abolish	-1.00	23.779	(\$49,460.32)	(\$9,748.63)	(\$5,528.88)	(\$3,331.21)	(\$21.76)	(\$779.07)	(\$68,869.88)
Resource Recovery Operator (Grade 515N), R. Colbourne	Abolish	-1.00	22.374	(\$46,537.92)	(\$9,172.62)	(\$5,528.88)	(\$3,150.02)	(\$20.48)	(\$736.70)	(\$65,146.62)
Resource Recovery Operator (Grade 515N), J. Gerardi	Abolish	-1.00	24.000	(\$49,920.00)	(\$9,839.23)	(\$5,528.88)	(\$3,359.71)	(\$21.97)	(\$785.74)	(\$69,455.53)
Resource Recovery Operator (Grade 515N), J. Angel	Abolish	-1.00	23.644	(\$49,179.52)	(\$9,693.28)	(\$5,528.88)	(\$3,313.80)	(\$21.64)	(\$775.00)	(\$68,512.13)
Resource Recovery Operator (Grade 515N), D. Smith	Abolish	-1.00	24.064	(\$50,053.12)	(\$9,865.47)	(\$5,528.88)	(\$3,367.96)	(\$22.02)	(\$787.67)	(\$69,625.13)
Resource Recovery Operator (Grade 515N), A. Wallace	Abolish	-1.00	23.279	(\$48,420.32)	(\$9,543.65)	(\$5,528.88)	(\$3,266.73)	(\$21.31)	(\$763.99)	(\$67,544.87)
Resource Recovery Operator (Grade 515N), J. Welch	Abolish	-1.00	23.288	(\$48,439.04)	(\$9,547.33)	(\$5,528.88)	(\$3,267.89)	(\$21.31)	(\$764.26)	(\$67,568.72)
Resource Recovery Operator (Grade 515N), J. Wright	Abolish	-1.00	23.395	(\$48,661.60)	(\$9,591.20)	(\$5,528.88)	(\$3,281.69)	(\$21.41)	(\$767.49)	(\$67,852.27)

Resource Recovery Operator (Grade 515N), S. Thomas	Abolish	-1.00	23.601	(\$49,090.08)	(\$9,675.65)	(\$5,528.88)	(\$3,308.26)	(\$21.60)	(\$773.70)	(\$68,398.18)
Resource Recovery Operator (Grade 515N), A. Madry	Abolish	-1.00	23.623	(\$49,135.84)	(\$9,684.67)	(\$5,528.88)	(\$3,311.09)	(\$21.62)	(\$774.37)	(\$68,456.48)
Resource Recovery Operator (Grade 515N), A. Hicks	Abolish	-1.00	23.632	(\$49,154.56)	(\$9,688.36)	(\$5,528.88)	(\$3,312.25)	(\$21.63)	(\$774.64)	(\$68,480.33)
Resource Recovery Operator (Grade 515N), T. Miles	Abolish	-1.00	23.842	(\$49,591.36)	(\$9,774.46)	(\$5,528.88)	(\$3,339.33)	(\$21.82)	(\$780.97)	(\$69,036.83)
Resource Recovery Operator (Grade 515N), R. Caise	Abolish	-1.00	23.872	(\$49,653.76)	(\$9,786.76)	(\$5,528.88)	(\$3,343.20)	(\$21.85)	(\$781.88)	(\$69,116.33)
Resource Recovery Operator (Grade 515N), C. Reynolds	Abolish	-1.00	24.000	(\$49,920.00)	(\$9,839.23)	(\$5,528.88)	(\$3,359.71)	(\$21.97)	(\$785.74)	(\$69,455.53)
Resource Recovery Operator (Grade 515N), L. Lewis	Abolish	-1.00	24.179	(\$50,292.32)	(\$9,912.62)	(\$5,528.88)	(\$3,382.79)	(\$22.13)	(\$791.14)	(\$69,929.88)
Resource Recovery Operator (Grade 515N), C. Stone	Abolish	-1.00	24.393	(\$50,737.44)	(\$10,000.35)	(\$5,528.88)	(\$3,410.39)	(\$22.32)	(\$797.59)	(\$70,496.98)
Resource Recovery Operator (Grade 515N), J. Johnson	Abolish	-1.00	24.471	(\$50,899.68)	(\$10,032.33)	(\$5,528.88)	(\$3,420.45)	(\$22.40)	(\$799.94)	(\$70,703.68)
Resource Recovery Operator (Grade 515N), A. Davis	Abolish	-1.00	24.715	(\$51,407.20)	(\$10,132.36)	(\$5,528.88)	(\$3,451.92)	(\$22.62)	(\$807.30)	(\$71,350.28)
Resource Recovery Operator (Grade 515N), T. Galashaw	Abolish	-1.00	24.800	(\$51,584.00)	(\$10,167.21)	(\$5,528.88)	(\$3,462.88)	(\$22.70)	(\$809.87)	(\$71,575.53)
Resource Recovery Operator (Grade 515N), W. Cowan	Abolish	-1.00	24.825	(\$51,636.00)	(\$10,177.46)	(\$5,528.88)	(\$3,466.10)	(\$22.72)	(\$810.62)	(\$71,641.78)
Resource Recovery Operator (Grade 515N), C. Webb	Abolish	-1.00	24.892	(\$51,775.36)	(\$10,204.92)	(\$5,528.88)	(\$3,474.74)	(\$22.78)	(\$812.64)	(\$71,819.33)
Resource Recovery Operator (Grade 515N), D. Langfels	Abolish	-1.00	24.927	(\$51,848.16)	(\$10,219.27)	(\$5,528.88)	(\$3,479.26)	(\$22.81)	(\$813.70)	(\$71,912.08)
Resource Recovery Operator (Grade 515N), A. Dishman	Abolish	-1.00	25.086	(\$52,178.88)	(\$10,284.46)	(\$5,528.88)	(\$3,499.76)	(\$22.96)	(\$818.49)	(\$72,333.43)
Resource Recovery Operator (Grade 515N), V. Willoughby	Abolish	-1.00	25.113	(\$52,235.04)	(\$10,295.53)	(\$5,528.88)	(\$3,503.24)	(\$22.98)	(\$819.31)	(\$72,404.98)
Resource Recovery Operator (Grade 515N), A. Rodgers	Abolish	-1.00	25.113	(\$52,235.04)	(\$10,295.53)	(\$5,528.88)	(\$3,503.24)	(\$22.98)	(\$819.31)	(\$72,404.98)
Resource Recovery Operator (Grade 515N), D. Madison	Abolish	-1.00	25.205	(\$52,426.40)	(\$10,333.24)	(\$5,528.88)	(\$3,515.11)	(\$23.07)	(\$822.08)	(\$72,648.78)
Resource Recovery Operator (Grade 515N), J. Perez	Abolish	-1.00	25.214	(\$52,445.12)	(\$10,336.93)	(\$5,528.88)	(\$3,516.27)	(\$23.08)	(\$822.35)	(\$72,672.63)
Resource Recovery Operator (Grade 515N), D. Baker	Abolish	-1.00	25.264	(\$52,549.12)	(\$10,357.43)	(\$5,528.88)	(\$3,522.72)	(\$23.12)	(\$823.86)	(\$72,805.13)
Resource Recovery Operator (Grade 515N), F. Cotton	Abolish	-1.00	25.429	(\$52,892.32)	(\$10,425.08)	(\$5,528.88)	(\$3,543.99)	(\$23.27)	(\$828.84)	(\$73,242.38)
Resource Recovery Operator (Grade 515N), I. Aliu	Abolish	-1.00	26.099	(\$54,285.92)	(\$10,699.75)	(\$5,528.88)	(\$3,630.40)	(\$23.89)	(\$849.04)	(\$75,017.88)
Resource Recovery Operator (Grade 515N), J. Taylor	Abolish	-1.00	26.186	(\$54,466.88)	(\$10,735.42)	(\$5,528.88)	(\$3,641.62)	(\$23.97)	(\$851.67)	(\$75,248.43)
Resource Recovery Operator (Grade 515N), A. Benton	Abolish	-1.00	26.228	(\$54,554.24)	(\$10,752.64)	(\$5,528.88)	(\$3,647.03)	(\$24.00)	(\$852.94)	(\$75,359.73)
Resource Recovery Operator (Grade 515N), S. Taylor	Abolish	-1.00	26.535	(\$55,192.80)	(\$10,878.50)	(\$5,528.88)	(\$3,686.62)	(\$24.29)	(\$862.19)	(\$76,173.28)
Resource Recovery Operator (Grade 515N), J. Harvey	Abolish	-1.00	26.771	(\$55,683.68)	(\$10,975.25)	(\$5,528.88)	(\$3,717.06)	(\$24.50)	(\$869.31)	(\$76,798.69)
Resource Recovery Operator (Grade 515N), J. Cowan	Abolish	-1.00	26.933	(\$56,020.64)	(\$11,041.67)	(\$5,528.88)	(\$3,737.95)	(\$24.65)	(\$874.20)	(\$77,227.99)
Resource Recovery Operator (Grade 515N), A. Morton	Abolish	-1.00	27.070	(\$56,305.60)	(\$11,097.83)	(\$5,528.88)	(\$3,755.62)	(\$24.77)	(\$878.33)	(\$77,591.04)
Resource Recovery Operator (Grade 515N), F. Crouch	Abolish	-1.00	27.083	(\$56,332.64)	(\$11,103.16)	(\$5,528.88)	(\$3,757.29)	(\$24.79)	(\$878.72)	(\$77,625.49)
Resource Recovery Operator (Grade 515N), D. Turley	Abolish	-1.00	27.108	(\$56,384.64)	(\$11,113.41)	(\$5,528.88)	(\$3,760.52)	(\$24.81)	(\$879.48)	(\$77,691.74)
Resource Recovery Operator (Grade 515N), R. Henry	Abolish	-1.00	27.213	(\$56,603.04)	(\$11,156.46)	(\$5,528.88)	(\$3,774.06)	(\$24.91)	(\$882.64)	(\$77,969.99)
Resource Recovery Operator (Grade 515N), D. Stevens	Abolish	-1.00	27.251	(\$56,682.08)	(\$11,172.04)	(\$5,528.88)	(\$3,778.96)	(\$24.94)	(\$883.79)	(\$78,070.69)
Resource Recovery Operator (Grade 515N), T. Shelton	Abolish	-1.00	27.854	(\$57,936.32)	(\$11,419.25)	(\$5,528.88)	(\$3,856.72)	(\$25.49)	(\$901.98)	(\$79,668.64)
Resource Recovery Operator (Grade 515N), T. Hager	Abolish	-1.00	27.854	(\$57,936.32)	(\$11,419.25)	(\$5,528.88)	(\$3,856.72)	(\$25.49)	(\$901.98)	(\$79,668.64)
Resource Recovery Operator (Grade 515N), J. Potter	Abolish	-1.00	28.682	(\$59,658.56)	(\$11,758.70)	(\$5,528.88)	(\$3,963.50)	(\$26.25)	(\$926.95)	(\$81,862.84)
Resource Recovery Operator (Grade 515N), R. Toussaint	Abolish	-1.00	28.939	(\$60,193.12)	(\$11,864.06)	(\$5,528.88)	(\$3,996.64)	(\$26.49)	(\$934.70)	(\$82,543.89)
Resource Recovery Operator (Grade 515N), J. Mason	Abolish	-1.00	29.154	(\$60,640.32)	(\$11,952.21)	(\$5,528.88)	(\$4,024.37)	(\$26.68)	(\$941.18)	(\$83,113.64)
Resource Recovery Operator (Grade 515N), C. Ross	Abolish	-1.00	29.283	(\$60,908.64)	(\$12,005.09)	(\$5,528.88)	(\$4,041.01)	(\$26.80)	(\$945.07)	(\$83,455.49)
Resource Recovery Operator (Grade 515N), J. Weathers	Abolish	-1.00	29.682	(\$61,738.56)	(\$12,168.67)	(\$5,528.88)	(\$4,092.46)	(\$27.17)	(\$957.11)	(\$84,512.84)
Resource Recovery Operator (Grade 515N), M. Benton	Abolish	-1.00	29.831	(\$62,048.48)	(\$12,229.76)	(\$5,528.88)	(\$4,111.68)	(\$27.30)	(\$961.60)	(\$84,907.70)
Resource Recovery Operator (Grade 518N), I. Mays	Create	1.00	24.356	\$50,660.48	\$9,985.18	\$5,528.88	\$3,405.62	\$22.29	\$796.48	\$70,398.93
Resource Recovery Operator (Grade 518N), D. Fischer	Create	1.00	24.481	\$50,920.48	\$10,036.43	\$5,528.88	\$3,421.74	\$22.41	\$800.25	\$70,730.18
Resource Recovery Operator (Grade 518N), B. Clemmons	Create	1.00	24.541	\$51,045.28	\$10,061.02	\$5,528.88	\$3,429.48	\$22.46	\$802.06	\$70,889.18
Resource Recovery Operator (Grade 518N), S. Muhammad	Create	1.00	24.541	\$51,045.28	\$10,061.02	\$5,528.88	\$3,429.48	\$22.46	\$802.06	\$70,889.18
Resource Recovery Operator (Grade 518N), D. Clemons	Create	1.00	24.694	\$51,363.52	\$10,123.75	\$5,528.88	\$3,449.21	\$22.60	\$806.67	\$71,294.63
Resource Recovery Operator (Grade 518N), T. Sturgis	Create	1.00	24.710	\$51,396.80	\$10,130.31	\$5,528.88	\$3,451.27	\$22.62	\$807.15	\$71,337.03
Resource Recovery Operator (Grade 518N), R. Smith	Create	1.00	24.920	\$51,833.60	\$10,216.40	\$5,528.88	\$3,478.35	\$22.81	\$813.49	\$71,893.53
Resource Recovery Operator (Grade 518N), R. Brown	Create	1.00	25.060	\$52,124.80	\$10,273.80	\$5,528.88	\$3,496.41	\$22.94	\$817.71	\$72,264.53
Resource Recovery Operator (Grade 518N), K. Smith	Create	1.00	25.070	\$52,145.60	\$10,277.90	\$5,528.88	\$3,497.70	\$22.94	\$818.01	\$72,291.03
Resource Recovery Operator (Grade 518N), J. Huffman	Create	1.00	25.073	\$52,151.84	\$10,279.13	\$5,528.88	\$3,498.08	\$22.95	\$818.10	\$72,298.98
Resource Recovery Operator (Grade 518N), C. Watts	Create	1.00	25.073	\$52,151.84	\$10,279.13	\$5,528.88	\$3,498.08	\$22.95	\$818.10	\$72,298.98
Resource Recovery Operator (Grade 518N), P. White	Create	1.00	25.081	\$52,168.48	\$10,282.41	\$5,528.88	\$3,499.12	\$22.95	\$818.34	\$72,320.18
Resource Recovery Operator (Grade 518N), J. Bowman	Create	1.00	25.099	\$52,205.92	\$10,289.79	\$5,528.88	\$3,501.44	\$22.97	\$818.88	\$72,367.88
Resource Recovery Operator (Grade 518N), J. Lewis	Create	1.00	25.121	\$52,251.68	\$10,298.81	\$5,528.88	\$3,504.27	\$22.99	\$819.55	\$72,426.18
Resource Recovery Operator (Grade 518N), T. Day	Create	1.00	25.125	\$52,260.00	\$10,300.45	\$5,528.88	\$3,504.79	\$22.99	\$819.67	\$72,436.78
Resource Recovery Operator (Grade 518N), M. Lewis	Create	1.00	25.133	\$52,276.64	\$10,303.73	\$5,528.88	\$3,505.82	\$23.00	\$819.91	\$72,457.98
Resource Recovery Operator (Grade 518N), M. Jackson	Create	1.00	25.218	\$52,453.44	\$10,338.57	\$5,528.88	\$3,516.78	\$23.08	\$822.47	\$72,683.23
Resource Recovery Operator (Grade 518N), S. Smith	Create	1.00	25.241	\$52,501.28	\$10,348.00	\$5,528.88	\$3,519.75	\$23.10	\$823.17	\$72,744.18
Resource Recovery Operator (Grade 518N), B. Darland	Create	1.00	25.282	\$52,586.56	\$10,364.81	\$5,528.88	\$3,525.04	\$23.14	\$824.40	\$72,852.83
Resource Recovery Operator (Grade 518N), P. Cowan	Create	1.00	25.378	\$52,786.24	\$10,404.17	\$5,528.88	\$3,537.42	\$23.23	\$827.30	\$73,107.23

Resource Recovery Operator (Grade 518N), A. Jackson	Create	1.00	25.394	\$52,819.52	\$10,410.73	\$5,528.88	\$3,539.48	\$23.24	\$827.78	\$73,149.63
Resource Recovery Operator (Grade 518N), C. Johnson	Create	1.00	25.458	\$52,952.64	\$10,436.97	\$5,528.88	\$3,547.73	\$23.30	\$829.71	\$73,319.23
Resource Recovery Operator (Grade 518N), L. Beasley	Create	1.00	25.511	\$53,062.88	\$10,458.69	\$5,528.88	\$3,554.57	\$23.35	\$831.31	\$73,459.68
Resource Recovery Operator (Grade 518N), P. Segar	Create	1.00	25.593	\$53,233.44	\$10,492.31	\$5,528.88	\$3,565.14	\$23.42	\$833.78	\$73,676.98
Resource Recovery Operator (Grade 518N), L. Jones	Create	1.00	25.624	\$53,297.92	\$10,505.02	\$5,528.88	\$3,569.14	\$23.45	\$834.72	\$73,759.13
Resource Recovery Operator (Grade 518N), R. Warren	Create	1.00	25.657	\$53,366.56	\$10,518.55	\$5,528.88	\$3,573.40	\$23.48	\$835.71	\$73,846.58
Resource Recovery Operator (Grade 518N), G. Harris	Create	1.00	25.676	\$53,406.08	\$10,526.34	\$5,528.88	\$3,575.85	\$23.50	\$836.29	\$73,896.93
Resource Recovery Operator (Grade 518N), H. Mason	Create	1.00	25.760	\$53,580.80	\$10,560.78	\$5,528.88	\$3,586.68	\$23.58	\$838.82	\$74,119.53
Resource Recovery Operator (Grade 518N), C. Kennedy	Create	1.00	25.794	\$53,651.52	\$10,574.71	\$5,528.88	\$3,591.06	\$23.61	\$839.85	\$74,209.63
Resource Recovery Operator (Grade 518N), T. Mundy	Create	1.00	25.794	\$53,651.52	\$10,574.71	\$5,528.88	\$3,591.06	\$23.61	\$839.85	\$74,209.63
Resource Recovery Operator (Grade 518N), Q. Dixon	Create	1.00	25.794	\$53,651.52	\$10,574.71	\$5,528.88	\$3,591.06	\$23.61	\$839.85	\$74,209.63
Resource Recovery Operator (Grade 518N), J. Bell	Create	1.00	25.986	\$54,050.88	\$10,653.43	\$5,528.88	\$3,615.83	\$23.78	\$845.64	\$74,718.43
Resource Recovery Operator (Grade 518N), B. Wright	Create	1.00	26.081	\$54,248.48	\$10,692.38	\$5,528.88	\$3,628.08	\$23.87	\$848.50	\$74,970.18
Resource Recovery Operator (Grade 518N), M. Hale	Create	1.00	26.106	\$54,300.48	\$10,702.62	\$5,528.88	\$3,631.30	\$23.89	\$849.26	\$75,036.43
Resource Recovery Operator (Grade 518N), D. Soaper	Create	1.00	26.192	\$54,479.36	\$10,737.88	\$5,528.88	\$3,642.39	\$23.97	\$851.85	\$75,264.33
Resource Recovery Operator (Grade 518N), J. Williams	Create	1.00	26.192	\$54,479.36	\$10,737.88	\$5,528.88	\$3,642.39	\$23.97	\$851.85	\$75,264.33
Resource Recovery Operator (Grade 518N), M. Emerson	Create	1.00	26.192	\$54,479.36	\$10,737.88	\$5,528.88	\$3,642.39	\$23.97	\$851.85	\$75,264.33
Resource Recovery Operator (Grade 518N), E. Hodgson	Create	1.00	26.199	\$54,493.92	\$10,740.75	\$5,528.88	\$3,643.29	\$23.98	\$852.06	\$75,282.88
Resource Recovery Operator (Grade 518N), J. McKee	Create	1.00	26.276	\$54,654.08	\$10,772.32	\$5,528.88	\$3,653.22	\$24.05	\$854.38	\$75,486.93
Resource Recovery Operator (Grade 518N), E. Johnson	Create	1.00	26.324	\$54,753.92	\$10,792.00	\$5,528.88	\$3,659.41	\$24.09	\$855.83	\$75,614.13
Resource Recovery Operator (Grade 518N), C. Claycomb	Create	1.00	26.406	\$54,924.48	\$10,825.62	\$5,528.88	\$3,669.99	\$24.17	\$858.30	\$75,831.43
Resource Recovery Operator (Grade 518N), T. Jessee	Create	1.00	26.501	\$55,122.08	\$10,864.56	\$5,528.88	\$3,682.24	\$24.25	\$861.17	\$76,083.18
Resource Recovery Operator (Grade 518N), A. Zahn	Create	1.00	26.533	\$55,188.64	\$10,877.68	\$5,528.88	\$3,686.37	\$24.28	\$862.13	\$76,167.98
Resource Recovery Operator (Grade 518N), M. Locke	Create	1.00	26.593	\$55,313.44	\$10,902.28	\$5,528.88	\$3,694.10	\$24.34	\$863.94	\$76,326.98
Resource Recovery Operator (Grade 518N), J. Harkless	Create	1.00	26.597	\$55,321.76	\$10,903.92	\$5,528.88	\$3,694.62	\$24.34	\$864.06	\$76,337.58
Resource Recovery Operator (Grade 518N), R. Warner	Create	1.00	26.632	\$55,394.56	\$10,918.27	\$5,528.88	\$3,699.13	\$24.37	\$865.12	\$76,430.33
Resource Recovery Operator (Grade 518N), R. Colbourne	Create	1.00	26.750	\$55,640.00	\$10,966.64	\$5,528.88	\$3,714.35	\$24.48	\$868.68	\$76,743.04
Resource Recovery Operator (Grade 518N), J. Gerardi	Create	1.00	26.880	\$55,910.40	\$11,019.94	\$5,528.88	\$3,731.12	\$24.60	\$872.60	\$77,087.54
Resource Recovery Operator (Grade 518N), J. Angel	Create	1.00	26.915	\$55,983.20	\$11,034.29	\$5,528.88	\$3,735.63	\$24.63	\$873.66	\$77,180.29
Resource Recovery Operator (Grade 518N), D. Smith	Create	1.00	26.952	\$56,060.16	\$11,049.46	\$5,528.88	\$3,740.40	\$24.67	\$874.77	\$77,280.34
Resource Recovery Operator (Grade 518N), A. Wallace	Create	1.00	26.960	\$56,076.80	\$11,052.74	\$5,528.88	\$3,741.43	\$24.67	\$875.01	\$77,299.54
Resource Recovery Operator (Grade 518N), J. Welch	Create	1.00	26.960	\$56,076.80	\$11,052.74	\$5,528.88	\$3,741.43	\$24.67	\$875.01	\$77,299.54
Resource Recovery Operator (Grade 518N), J. Wright	Create	1.00	26.960	\$56,076.80	\$11,052.74	\$5,528.88	\$3,741.43	\$24.67	\$875.01	\$77,299.54
Resource Recovery Operator (Grade 518N), S. Thomas	Create	1.00	26.960	\$56,076.80	\$11,052.74	\$5,528.88	\$3,741.43	\$24.67	\$875.01	\$77,299.54
Resource Recovery Operator (Grade 518N), A. Madry	Create	1.00	26.960	\$56,076.80	\$11,052.74	\$5,528.88	\$3,741.43	\$24.67	\$875.01	\$77,299.54
Resource Recovery Operator (Grade 518N), A. Hicks	Create	1.00	26.960	\$56,076.80	\$11,052.74	\$5,528.88	\$3,741.43	\$24.67	\$875.01	\$77,299.54
Resource Recovery Operator (Grade 518N), T. Miles	Create	1.00	26.960	\$56,076.80	\$11,052.74	\$5,528.88	\$3,741.43	\$24.67	\$875.01	\$77,299.54
Resource Recovery Operator (Grade 518N), R. Caise	Create	1.00	26.960	\$56,076.80	\$11,052.74	\$5,528.88	\$3,741.43	\$24.67	\$875.01	\$77,299.54
Resource Recovery Operator (Grade 518N), C. Reynolds	Create	1.00	26.960	\$56,076.80	\$11,052.74	\$5,528.88	\$3,741.43	\$24.67	\$875.01	\$77,299.54
Resource Recovery Operator (Grade 518N), L. Lewis	Create	1.00	27.080	\$56,326.40	\$11,101.93	\$5,528.88	\$3,756.91	\$24.78	\$878.63	\$77,617.54
Resource Recovery Operator (Grade 518N), C. Stone	Create	1.00	27.320	\$56,825.60	\$11,200.33	\$5,528.88	\$3,787.86	\$25.00	\$885.87	\$78,253.54
Resource Recovery Operator (Grade 518N), J. Johnson	Create	1.00	27.408	\$57,008.64	\$11,236.40	\$5,528.88	\$3,799.21	\$25.08	\$888.52	\$78,486.74
Resource Recovery Operator (Grade 518N), A. Davis	Create	1.00	27.681	\$57,576.48	\$11,348.32	\$5,528.88	\$3,834.41	\$25.33	\$896.76	\$79,210.19
Resource Recovery Operator (Grade 518N), T. Galashaw	Create	1.00	27.776	\$57,774.08	\$11,387.27	\$5,528.88	\$3,846.66	\$25.42	\$899.62	\$79,461.94
Resource Recovery Operator (Grade 518N), W. Cowan	Create	1.00	27.804	\$57,832.32	\$11,398.75	\$5,528.88	\$3,850.27	\$25.45	\$900.47	\$79,536.14
Resource Recovery Operator (Grade 518N), C. Webb	Create	1.00	27.879	\$57,988.32	\$11,429.50	\$5,528.88	\$3,859.95	\$25.52	\$902.73	\$79,734.89
Resource Recovery Operator (Grade 518N), D. Langfels	Create	1.00	27.918	\$58,069.44	\$11,445.49	\$5,528.88	\$3,864.98	\$25.55	\$903.91	\$79,838.24
Resource Recovery Operator (Grade 518N), A. Dishman	Create	1.00	28.096	\$58,439.68	\$11,518.46	\$5,528.88	\$3,887.93	\$25.71	\$909.27	\$80,309.94
Resource Recovery Operator (Grade 518N), V. Willoughby	Create	1.00	28.127	\$58,504.16	\$11,531.17	\$5,528.88	\$3,891.93	\$25.74	\$910.21	\$80,392.09
Resource Recovery Operator (Grade 518N), A. Rodgers	Create	1.00	28.127	\$58,504.16	\$11,531.17	\$5,528.88	\$3,891.93	\$25.74	\$910.21	\$80,392.09
Resource Recovery Operator (Grade 518N), D. Madison	Create	1.00	28.230	\$58,718.40	\$11,573.40	\$5,528.88	\$3,905.21	\$25.84	\$913.32	\$80,665.04
Resource Recovery Operator (Grade 518N), J. Perez	Create	1.00	28.240	\$58,739.20	\$11,577.50	\$5,528.88	\$3,906.50	\$25.85	\$913.62	\$80,691.54
Resource Recovery Operator (Grade 518N), D. Baker	Create	1.00	28.296	\$58,855.68	\$11,600.45	\$5,528.88	\$3,913.72	\$25.90	\$915.31	\$80,839.94
Resource Recovery Operator (Grade 518N), F. Cotton	Create	1.00	28.480	\$59,238.40	\$11,675.89	\$5,528.88	\$3,937.45	\$26.07	\$920.86	\$81,327.54
Resource Recovery Operator (Grade 518N), I. Aliu	Create	1.00	29.231	\$60,800.48	\$11,983.77	\$5,528.88	\$4,034.30	\$26.75	\$943.51	\$83,317.69
Resource Recovery Operator (Grade 518N), J. Taylor	Create	1.00	29.328	\$61,002.24	\$12,023.54	\$5,528.88	\$4,046.81	\$26.84	\$946.43	\$83,574.74
Resource Recovery Operator (Grade 518N), A. Benton	Create	1.00	29.375	\$61,100.00	\$12,042.81	\$5,528.88	\$4,052.87	\$26.88	\$947.85	\$83,699.29
Resource Recovery Operator (Grade 518N), S. Taylor	Create	1.00	29.719	\$61,815.52	\$12,183.84	\$5,528.88	\$4,097.23	\$27.20	\$958.22	\$84,610.89
Resource Recovery Operator (Grade 518N), J. Harvey	Create	1.00	29.984	\$62,366.72	\$12,292.48	\$5,528.88	\$4,131.41	\$27.44	\$966.22	\$85,313.15
Resource Recovery Operator (Grade 518N), J. Cowan	Create	1.00	30.165	\$62,743.20	\$12,366.68	\$5,528.88	\$4,154.75	\$27.61	\$971.68	\$85,792.80

Resource Recovery Operator (Grade 518N), A. Morton	Create	1.00	30.318	\$63,061.44	\$12,429.41	\$5,528.88	\$4,174.48	\$27.75	\$976.29	\$86,198.25
Resource Recovery Operator (Grade 518N), F. Crouch	Create	1.00	30.333	\$63,092.64	\$12,435.56	\$5,528.88	\$4,176.41	\$27.76	\$976.74	\$86,238.00
Resource Recovery Operator (Grade 518N), D. Turley	Create	1.00	30.361	\$63,150.88	\$12,447.04	\$5,528.88	\$4,180.03	\$27.79	\$977.59	\$86,312.20
Resource Recovery Operator (Grade 518N), R. Henry	Create	1.00	30.479	\$63,396.32	\$12,495.41	\$5,528.88	\$4,195.24	\$27.89	\$981.15	\$86,624.90
Resource Recovery Operator (Grade 518N), D. Stevens	Create	1.00	30.521	\$63,483.68	\$12,512.63	\$5,528.88	\$4,200.66	\$27.93	\$982.41	\$86,736.20
Resource Recovery Operator (Grade 518N), T. Shelton	Create	1.00	31.196	\$64,887.68	\$12,789.36	\$5,528.88	\$4,287.71	\$28.55	\$1,002.77	\$88,524.95
Resource Recovery Operator (Grade 518N), T. Hager	Create	1.00	31.196	\$64,887.68	\$12,789.36	\$5,528.88	\$4,287.71	\$28.55	\$1,002.77	\$88,524.95
Resource Recovery Operator (Grade 518N), J. Potter	Create	1.00	32.124	\$66,817.92	\$13,169.81	\$5,528.88	\$4,407.38	\$29.40	\$1,030.76	\$90,984.15
Resource Recovery Operator (Grade 518N), R. Toussaint	Create	1.00	32.412	\$67,416.96	\$13,287.88	\$5,528.88	\$4,444.52	\$29.66	\$1,039.44	\$91,747.35
Resource Recovery Operator (Grade 518N), J. Mason	Create	1.00	32.652	\$67,916.16	\$13,386.28	\$5,528.88	\$4,475.47	\$29.88	\$1,046.68	\$92,383.35
Resource Recovery Operator (Grade 518N), C. Ross	Create	1.00	32.797	\$68,217.76	\$13,445.72	\$5,528.88	\$4,494.17	\$30.02	\$1,051.06	\$92,767.60
Resource Recovery Operator (Grade 518N), J. Weathers	Create	1.00	33.244	\$69,147.52	\$13,628.98	\$5,528.88	\$4,551.82	\$30.43	\$1,064.54	\$93,952.16
Resource Recovery Operator (Grade 518N), M. Benton	Create	1.00	33.411	\$69,494.88	\$13,697.44	\$5,528.88	\$4,573.35	\$30.58	\$1,069.57	\$94,394.71
Pay Periods				\$598,624.00	\$117,988.79	\$0.00	\$37,114.69	\$263.39	\$8,680.05	\$762,670.92

Annual Cost: \$762,670.92

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

				63511		63615		63621		63622		63624		Employee		
				Benefits Cost												
				63122		Other		6.20%		0.044%		1.45%		Total		
Description				1 or -1	Hour Rate	Base Comp	Pension	Fringe	FICA	Unemp	Medicare	Cost				
Public Service Supervisor Sr. (Grade 518N), N. Thornton				Abolish	-1.00	26.903	(\$55,958.24)	(\$11,029.37)	(\$5,528.88)	(\$3,734.08)	(\$24.62)	(\$873.29)	(\$77,148.49)			
Public Service Supervisor Sr. (Grade 518N), G. Cummins				Abolish	-1.00	29.271	(\$60,883.68)	(\$12,000.17)	(\$5,528.88)	(\$4,039.46)	(\$26.79)	(\$944.71)	(\$83,423.69)			
Public Service Supervisor Sr. (Grade 518N), E. Wheeler				Abolish	-1.00	29.370	(\$61,089.60)	(\$12,040.76)	(\$5,528.88)	(\$4,052.23)	(\$26.88)	(\$947.70)	(\$83,686.04)			
Public Service Supervisor Sr. (Grade 518N), D. Chestnut				Abolish	-1.00	29.456	(\$61,268.48)	(\$12,076.02)	(\$5,528.88)	(\$4,063.32)	(\$26.96)	(\$950.29)	(\$83,913.94)			
Public Service Supervisor Sr. (Grade 518N), M. Ashford				Abolish	-1.00	30.229	(\$62,876.32)	(\$12,392.92)	(\$5,528.88)	(\$4,163.00)	(\$27.67)	(\$973.61)	(\$85,962.40)			
Public Service Supervisor Sr. (Grade 518N), M. Irvin				Abolish	-1.00	30.546	(\$63,535.68)	(\$12,522.88)	(\$5,528.88)	(\$4,203.88)	(\$27.96)	(\$983.17)	(\$86,802.45)			
Public Service Supervisor Sr. (Grade 518N), J. Baker				Abolish	-1.00	28.097	(\$58,441.76)	(\$11,518.87)	(\$5,528.88)	(\$3,888.06)	(\$25.71)	(\$909.30)	(\$80,312.59)			
Public Service Supervisor Sr. (Grade 518N), J. Brown				Abolish	-1.00	35.464	(\$73,765.12)	(\$14,539.11)	(\$5,528.88)	(\$4,838.11)	(\$32.46)	(\$1,131.49)	(\$99,835.16)			
Resource Recovery Operator Supervisor Sr. (Grade 520N), N. Thornton				Create	1.00	29.593	\$61,553.44	\$12,132.18	\$5,528.88	\$4,080.98	\$27.08	\$954.42	\$84,276.99			
Resource Recovery Operator Supervisor Sr. (Grade 520N), G. Cummins				Create	1.00	32.198	\$66,971.84	\$13,200.15	\$5,528.88	\$4,416.92	\$29.47	\$1,032.99	\$91,180.25			
Resource Recovery Operator Supervisor Sr. (Grade 520N), E. Wheeler				Create	1.00	32.307	\$67,198.56	\$13,244.84	\$5,528.88	\$4,430.98	\$29.57	\$1,036.28	\$91,469.10			
Resource Recovery Operator Supervisor Sr. (Grade 520N), D. Chestnut				Create	1.00	32.402	\$67,396.16	\$13,283.78	\$5,528.88	\$4,443.23	\$29.65	\$1,039.14	\$91,720.85			
Resource Recovery Operator Supervisor Sr. (Grade 520N), M. Ashford				Create	1.00	33.252	\$69,164.16	\$13,632.26	\$5,528.88	\$4,552.85	\$30.43	\$1,064.78	\$93,973.36			
Resource Recovery Operator Supervisor Sr. (Grade 520N), M. Irvin				Create	1.00	33.601	\$69,890.08	\$13,775.33	\$5,528.88	\$4,597.86	\$30.75	\$1,075.30	\$94,898.21			
Resource Recovery Operator Supervisor Sr. (Grade 520N), J. Baker				Create	1.00	30.907	\$64,286.56	\$12,670.88	\$5,528.88	\$4,250.44	\$28.29	\$994.05	\$87,759.10			
Resource Recovery Operator Supervisor Sr. (Grade 520N), J. Brown				Create	1.00	39.010	\$81,140.80	\$15,992.85	\$5,528.88	\$5,295.40	\$35.70	\$1,238.44	\$109,232.07			
Pay Periods							\$49,782.72	\$9,812.17	\$0.00	\$3,086.53	\$21.90	\$721.85	\$63,425.18			

Annual Cost: \$63,425.18

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

ORDINANCE NO. _____ - 2024

AN ORDINANCE PURSUANT TO SECTION 6.12 OF THE CHARTER OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT TO REORGANIZE THE DIVISION OF WASTE MANAGEMENT, AT THE REQUEST OF THE DEPARTMENT OF ENVIRONMENTAL QUALITY AND PUBLIC WORKS, AS FOLLOWS: AMENDING THE CLASSIFIED CIVIL SERVICE AUTHORIZED STRENGTH BY ABOLISHING ONE HUNDRED AND TWENTY (120) POSITIONS OF RESOURCE RECOVERY OPERATOR, GRADE 515N, AND CREATING ONE HUNDRED AND TWENTY (120) POSITIONS OF RESOURCE RECOVERY OPERATOR, GRADE 518N, TRANSFERRING THE INCUMBENTS; AMENDING THE CLASSIFIED CIVIL SERVICE AUTHORIZED STRENGTH BY ABOLISHING NINE (9) POSITIONS OF PUBLIC SERVICE SUPERVISOR SR., GRADE 518N, AND CREATING NINE (9) POSITIONS OF RESOURCE RECOVERY OPERATOR SUPERVISOR SR., GRADE 520N, TRANSFERRING THE INCUMBENTS; AND AMENDING THE UNCLASSIFIED CIVIL SERVICE AUTHORIZED STRENGTH BY ABOLISHING ONE (1) POSITION OF RESOURCE RECOVERY OPERATOR, GRADE 515N, AND CREATING ONE (1) POSITION OF RESOURCE RECOVERY OPERATOR, GRADE 518N, TRANSFERRING THE INCUMBENT; ALL CHANGES TO BE EFFECTIVE ON DECEMBER 30, 2024.

WHEREAS, Section 6.12 of the Charter of the Lexington-Fayette Urban County Government provides that the Council shall have the power to “consolidate, divide, and otherwise restructure the organization of all departments, offices, and divisions” covered by Article 6 of the Charter; and

WHEREAS, at the request of the Department of Environmental Quality and Public Works, with the approval of the Chief Administrative Officer, and following a classification study conducted by the Division of Human Resources in accordance with the Code of Ordinances, it has been determined that effective and efficient operation of government will occur by reorganizing the Division of Waste Management, abolishing and creating positions and/or changing pay grades for certain positions and transferring the incumbents in those positions, as appropriate.

NOW THEREFORE, 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:

350.067 120 619 518N Resource Recovery Operator

350.030 4 607 518N Public Service Supervisor Sr.

Section 2 – That the following subsection line number in the classified civil service authorized strength be and hereby is created to read as follows:

350.025 9 609 520N Resource Recovery Operator Supervisor Sr.

Section 3 – That the following subsection line number in the unclassified civil service authorized strength be and hereby is amended to read as follows:

350.018 1 619 518N Resource Recovery Operator

Section 4 – That the incumbents to the classified civil service position of Resource Recovery Operator, Grade 515N, be and hereby are transferred to the classified civil service position of Resource Recovery Operator, Grade 518N, with each incumbent's name, their current hourly rate, and their new hourly rate being identified and more particularly set forth on Exhibit A, which is attached hereto and incorporated herein by reference as if set forth herein in its entirety.

Section 5 – That eight (8) incumbents in the classified civil service position of Public Service Supervisor Sr., Grade 518N, be and hereby are transferred to the classified civil service position of Resource Recovery Operator Supervisor Sr., Grade 520N, with each incumbent's name, their current hourly rate, and their new hourly rate being identified and more particularly set forth on Exhibit A, which is attached hereto and incorporated herein by reference as if set forth herein in its entirety.

Section 6 – That the incumbent to the unclassified civil service position of Resource Recovery Operator, Grade 515N, be and hereby is transferred to the unclassified civil service position of Resource Recovery Operator, Grade 518N, with the incumbent's name, their current hourly rate, and their new hourly rate being identified and more particularly set forth on Exhibit A, which is attached hereto and incorporated herein by reference as if set forth herein in its entirety.

Section 7 – That this Ordinance shall become effective as of December 30, 2024.

PASSED URBAN COUNTY COUNCIL:

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL
PUBLISHED:

ORDINANCE NO. 130 - 2024

AN ORDINANCE PURSUANT TO SECTION 6.12 OF THE CHARTER OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT TO REORGANIZE THE DIVISION OF WASTE MANAGEMENT, AT THE REQUEST OF THE DEPARTMENT OF ENVIRONMENTAL QUALITY AND PUBLIC WORKS, AS FOLLOWS: AMENDING THE CLASSIFIED CIVIL SERVICE AUTHORIZED STRENGTH BY ABOLISHING ONE HUNDRED AND TWENTY (120) POSITIONS OF RESOURCE RECOVERY OPERATOR, GRADE 515N, AND CREATING ONE HUNDRED AND TWENTY (120) POSITIONS OF RESOURCE RECOVERY OPERATOR, GRADE 518N, TRANSFERRING THE INCUMBENTS; AMENDING THE CLASSIFIED CIVIL SERVICE AUTHORIZED STRENGTH BY ABOLISHING NINE (9) POSITIONS OF PUBLIC SERVICE SUPERVISOR SR., GRADE 518N, AND CREATING NINE (9) POSITIONS OF RESOURCE RECOVERY OPERATOR SUPERVISOR SR., GRADE 520N, TRANSFERRING THE INCUMBENTS; AND AMENDING THE UNCLASSIFIED CIVIL SERVICE AUTHORIZED STRENGTH BY ABOLISHING ONE (1) POSITION OF RESOURCE RECOVERY OPERATOR, GRADE 515N, AND CREATING ONE (1) POSITION OF RESOURCE RECOVERY OPERATOR, GRADE 518N, TRANSFERRING THE INCUMBENT; ALL CHANGES TO BE EFFECTIVE ON DECEMBER 30, 2024.

WHEREAS, Section 6.12 of the Charter of the Lexington-Fayette Urban County Government provides that the Council shall have the power to “consolidate, divide, and otherwise restructure the organization of all departments, offices, and divisions” covered by Article 6 of the Charter; and

WHEREAS, at the request of the Department of Environmental Quality and Public Works, with the approval of the Chief Administrative Officer, and following a classification study conducted by the Division of Human Resources in accordance with the Code of Ordinances, it has been determined that effective and efficient operation of government will occur by reorganizing the Division of Waste Management, abolishing and creating positions and/or changing pay grades for certain positions and transferring the incumbents in those positions, as appropriate.

NOW THEREFORE, 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:

- 350.067 120 619 518N Resource Recovery Operator
- 350.030 4 607 518N Public Service Supervisor Sr.

Section 2 – That the following subsection line number in the classified civil service authorized strength be and hereby is created to read as follows:

350.025 9 609 520N Resource Recovery Operator Supervisor Sr.

Section 3 – That the following subsection line number in the unclassified civil service authorized strength be and hereby is amended to read as follows:

350.018 1 619 518N Resource Recovery Operator

Section 4 – That the incumbents to the classified civil service position of Resource Recovery Operator, Grade 515N, be and hereby are transferred to the classified civil service position of Resource Recovery Operator, Grade 518N, with each incumbent's name, their current hourly rate, and their new hourly rate being identified and more particularly set forth on Exhibit A, which is attached hereto and incorporated herein by reference as if set forth herein in its entirety.

Section 5 – That eight (8) incumbents in the classified civil service position of Public Service Supervisor Sr., Grade 518N, be and hereby are transferred to the classified civil service position of Resource Recovery Operator Supervisor Sr., Grade 520N, with each incumbent's name, their current hourly rate, and their new hourly rate being identified and more particularly set forth on Exhibit A, which is attached hereto and incorporated herein by reference as if set forth herein in its entirety.

Section 6 – That the incumbent to the unclassified civil service position of Resource Recovery Operator, Grade 515N, be and hereby is transferred to the unclassified civil service position of Resource Recovery Operator, Grade 518N, with the incumbent's name, their current hourly rate, and their new hourly rate being identified and more particularly set forth on Exhibit A, which is attached hereto and incorporated herein by reference as if set forth herein in its entirety.

Section 7 – That this Ordinance shall become effective as of December 30, 2024.

PASSED URBAN COUNTY COUNCIL: November 21, 2024



MAYOR

ATTEST:


 CLERK OF URBAN COUNTY COUNCIL
 PUBLISHED: November 29, 2024-1t

Lexington-Fayette Urban County Government

Changes in Authorized Positions

Date: 10/22/24

Classified Civil Service

Changes From:			Changes To:					
Div. Line #	No. Pos.	Class Code	Pay Grade	Position Title	Prog. #	Employee Name	Salary	
Division of Waste Management (350)								
350.067	120	619	515N	Resource Recovery Operator		Ieshia Mays	\$20,959/hourly	
						Damaritae Fischer	\$21,081/hourly	
						Brandon Clemmons	\$21,133/hourly	
						Salihah Muhammad	\$21,419/hourly	
						Damian Clemmons	\$21,933/hourly	
						Timothy Sturgis	\$21,851/hourly	
						Russell Brown	\$22,221/hourly	
						Kareem Smith	\$22,384/hourly	
						Jamar Huffman	\$22,387/hourly	
						Charles Watts	\$22,387/hourly	
						Perry White	\$22,394/hourly	
						Joshua Bowman	\$22,410/hourly	
						Jeffrey Lewis	\$22,267/hourly	
						Tyrus Day	\$22,276/hourly	
						Marcellus Lewis	\$22,276/hourly	
						Marcus Jackson	\$22,516/hourly	
						Stephen Smith	\$22,374/hourly	
						Brandon Darland	\$22,573/hourly	
						Pecola Cowan	\$22,659/hourly	
						Andrew Jackson	\$22,673/hourly	
						Calvin Johnson	\$22,730/hourly	
						LaVance Beasley	\$22,459/hourly	
						Philicia Segar	\$22,851/hourly	
						Larone Jones	\$22,221/hourly	
						Robert Warren	\$22,908/hourly	
						George Harris	\$22,398/hourly	
						Hue Mason III	\$23,000/hourly	
						Cameron Kennedy	\$23,030/hourly	
						Toby Mundy	\$23,030/hourly	
						Quinton Dixon	\$23,030/hourly	
						Jamel Bell	\$23,030/hourly	
						Brian Wright	\$22,816/hourly	
						Marquis Hale	\$23,287/hourly	
						Dereke Soaper	\$23,309/hourly	
						John Williams	\$23,386/hourly	
						Micah Emerson	\$23,386/hourly	
						Eric Hodgson	\$22,730/hourly	
						Juan McKee	\$22,645/hourly	
						Erik Johnson	\$21,820/hourly	
						Curtis Claycomb	\$23,577/hourly	
						Tangela Jessee	\$23,508/hourly	
						Austin Zahn	\$23,273/hourly	
						Milton Locke	\$23,608/hourly	
						Jefferson Harkless	\$23,330/hourly	
						Ronnie Warner	\$23,779/hourly	
						Rickey Colbourne	\$22,374/hourly	
						John Gerardi	\$24,000/hourly	
						Ieshia Mays	\$24,356/hourly	
						Damaritae Fischer	\$24,481/hourly	
						Brandon Clemmons	\$24,541/hourly	
						Salihah Muhammad	\$24,541/hourly	
						Damian Clemmons	\$24,694/hourly	
						Timothy Sturgis	\$24,710/hourly	
						Russell Brown	\$25,060/hourly	
						Kareem Smith	\$25,070/hourly	
						Jamar Huffman	\$25,073/hourly	
						Charles Watts	\$25,073/hourly	
						Perry White	\$25,081/hourly	
						Joshua Bowman	\$25,089/hourly	
						Jeffrey Lewis	\$25,121/hourly	
						Tyrus Day	\$25,125/hourly	
						Marcellus Lewis	\$25,133/hourly	
						Marcus Jackson	\$25,218/hourly	
						Stephen Smith	\$25,241/hourly	
						Brandon Darland	\$25,282/hourly	
						Pecola Cowan	\$25,378/hourly	
						Andrew Jackson	\$25,394/hourly	
						Calvin Johnson	\$25,458/hourly	
						LaVance Beasley	\$25,511/hourly	
						Philicia Segar	\$25,593/hourly	
						Larone Jones	\$25,624/hourly	
						Robert Warren	\$25,657/hourly	
						George Harris	\$25,676/hourly	
						Hue Mason III	\$25,760/hourly	
						Cameron Kennedy	\$25,794/hourly	
						Toby Mundy	\$25,794/hourly	
						Quinton Dixon	\$25,794/hourly	
						Jamel Bell	\$25,986/hourly	
						Brian Wright	\$26,081/hourly	
						Marquis Hale	\$26,106/hourly	
						Dereke Soaper	\$26,192/hourly	
						John Williams	\$26,192/hourly	
						Micah Emerson	\$26,192/hourly	
						Eric Hodgson	\$26,199/hourly	
						Juan McKee	\$26,276/hourly	
						Erik Johnson	\$26,324/hourly	
						Curtis Claycomb	\$26,406/hourly	
						Tangela Jessee	\$26,501/hourly	
						Austin Zahn	\$26,533/hourly	
						Milton Locke	\$26,593/hourly	
						Jefferson Harkless	\$26,597/hourly	
						Ronnie Warner	\$26,632/hourly	
						Rickey Colbourne	\$26,750/hourly	
						John Gerardi	\$26,880/hourly	

Exhibit "A"

210

Unclassified Civil Service

211

Classified Civil Service

212



Lexington-Fayette Urban County Government Master

200 E. Main St
Lexington, KY 40507

File Number: 1108-24

File ID: 1108-24

Type: Resolution

Status: Approved

Version: 1

Contract #: 116-2024

In Control: Urban County
Council

File Created: 10/30/2024

File Name: Change Order #1-BMI LLC CO#1- #116-2024

Final Action: 11/14/2024

Title: A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute Change Order No. One (1) to the Agreement with BMI LLC, for the Valley Park Building Renovation and Expansion, in the amount of \$157,384.38, increasing the total Contract amount from \$1,514,024.88 to \$1,671,409.26, with a forty-two (42) calendar day change to the Contract time. [Div. of Facilities and Fleet Management, Baradaran]

Notes:

Sponsors:

Enactment Date: 11/14/2024

Attachments: Memo-BMI Builds -CO1, Change Order Contract Details Form_CO1, CO1 Valley Documentation for Change, Justification for CO1_BMI Builds, RESO 1108-24 (Change Order No. 1 BMI LLC) 4886-3446-9366 v.1.docx, R-570-2024, Contract #116-2024

Enactment Number: R-570-2024

Deed #:

Hearing Date:

Drafter: Lisa Grober

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	11/12/2024	Approved and Referred to Docket	Urban County Council	11/14/2024		Pass
1	Urban County Council	11/14/2024	Received First Reading	Urban County Council	11/14/2024		
1	Urban County Council	11/14/2024	Suspended Rules for Second Reading				Pass
1	Urban County Council	11/14/2024	Approved				Pass

Text of Legislative File 1108-24

Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County

Government, to execute Change Order No. One (1) to the Agreement with BMI LLC, for the Valley Park Building Renovation and Expansion, in the amount of \$157,384.38, increasing the total Contract amount from \$1,514,024.88 to \$1,671,409.26, with a forty-two (42) calendar day change to the Contract time. [Div. of Facilities and Fleet Management, Baradaran]

Summary

Authorization to execute Change Order #1 with BMI LLC for the Valley Park Building Renovation & Expansion in the amount of \$157,384.38, increasing the Contract from \$1,514,024.88 to \$1,671,409.26 with a (42) calendar day change to the Contract time. Related to underground utilities and roof replacement. Funds are Budgeted. (L1108-24) (Baradaran/Ford)

Budgetary Implications [select]: Yes

Advance Document Review:

Law: N/A

Risk Management: N/A

Fully Budgeted [select]: Yes

Account Number: 1105-707602-7221-91015

This Fiscal Year Impact: \$157,384.38

Annual Impact: \$

Project: VALLEY_PK_2024

Activity: COUNCIL

Budget Reference: 2024

Current Balance: \$632,645.12



TO: Mayor Linda Gorton
Honorable Members, Urban County Council

FROM: 
Chris Ford, Commissioner of General Services

DATE: October 31, 2024

SUBJECT: Request Council authorization to execute Change Order #1 with BMI LLC for the Valley Park Building Renovation & Expansion in the amount of \$157,384.38 increasing the contract from \$1,514,024.88 to \$1,671,409.26 with a (42) calendar day change to the contract time.

Request:

Request Council authorization to execute Change Order #1 with BMI LLC for the Valley Park Building Renovation & Expansion in the amount of \$157,384.38 increasing the contract from \$1,514,024.88 to \$1,671,409.26 with a (42) calendar day change to the contract time.

Purpose:

The current contract for the Valley Park Building – Renovation & Expansion Project is \$1,514,024.88. The additional work totaling \$157,384.38 includes PR#1 excavation of encountered rock at underground utilities / PR #2 replacement of corroded water line from new meter location on Cambridge Drive / PR #3 replacement of deteriorated and inappropriately sized roof decking. Increase of (42) calendar days for the additional work related to PR #1 changing the Substantial Completion Date from 5/7/25 to 6/18/25 and Final Completion Date from 5/21/25 to 7/2/25.

Budgetary Implication:

Increase of \$157,384.38 to the current contract

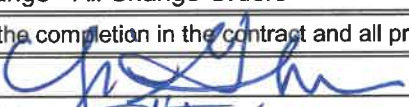
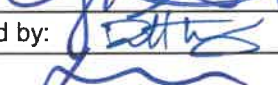
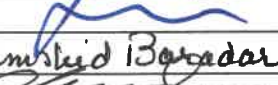
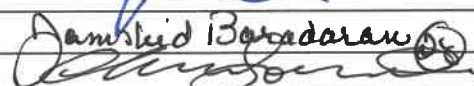
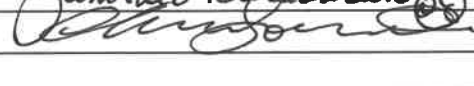
Are the funds budgeted?

Yes. This will be paid from 1105-707602-7221-91015-2024-VALLEY_PK_2024-COUNCIL

File Number: 1108-24

Director/Commissioner: Jamshid Baradaran / Chris Ford



LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT CONTRACT CHANGE ORDER Page 1 of 2		Date:	October 24, 2024
		Project:	Valley Park Building Renovation & Expansion
		Location:	2077 Cambridge Drive
To (Contractor): BMI Builds LLC, 156 Rocky Waters Way, Georgetown, KY 40324		Contract No.	116-2024
		Original Contract Amt.	\$1,514,024.88
		Cumulative Amount of Previous Change Orders	\$0.00
		Percent Change - Previous Change Orders	0.00%
		Total Contract Amount Prior to this Change Order	\$1,514,024.88
		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	Excavate encountered rock at underground utilities, replace corroded water line from new meter location, replace roof decking that is deteriorated and inappropriately sized		\$157,384.38
2	Addition of (42) Calendar Days due to additional work		\$0.00
	Total decrease	\$0.00	
	Total increase		\$157,384.38
	Net Amount of this Change Order	\$157,384.38	
	New Contract Amount Including this Change Order	\$1,671,409.26	
	Percent Change - This Change Order		10.40%
	Percent Change - All Change Orders		10.40%
The time provided for the completion in the contract and all provisions of the contract will apply hereto.			
Recommended by: 		(Project Manager)	Date 10.31.24
Reviewed / Accepted by: 		(Consultant)	Date 10/31/24
Accepted by: 		(Contractor)	Date 10/31/24
Approved by: 		(Director)	Date 10/31/2024
Approved by: 		(Commissioner)	Date 10/31/24
Approved by:		(Mayor or CAO)	Date

JUSTIFICATION FOR CHANGE

PROJECT: Valley Park Building Renovation & Expansion

CONTRACT NO. 295-2023

CHANGE ORDER #: 116-2024

1. Valley Park Building Renovation & Expansion - Change Order #1 with BMI Builds increases the contract price in the amount of \$157,384.38 from \$1,514,024.88 to \$1,671,409.26 with a (42) calendar day change to the contract time. The additional of \$157,384.38 and additional (42) calendar days includes PR#1 excavation of encountered rock at underground utilities, PR #2 replacement of corroded water line from new meter location on Cambridge Drive, and PR#3 replacement of deteriorated and inappropriately sized roof decking.
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: (42) calendar days

Mayor

Date _____

BMI Builds LLC
156 Rocky Waters Way
Georgetown, KY 40324 US
Office@BMIBuilds.com



INVOICE

BILL TO
LFUCG-Valley Park
200 Main Street
Lexington, United States

INVOICE 1119
DATE 09/25/2024
TERMS Net 30
DUE DATE 10/25/2024

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Services	Rock removal This is unit price estimate to remove rock encountered in new expansion area, storm drain path and new electric line. \$275.00 per hour/excavator/hoe-ram/operator/fuel.	74	275.00	20,350.00
	Services	Mobilization, per occuance	1	1,000.00	1,000.00
	Services	Place flowable fill as required for footer in areas where rock was removed, labor for placement	1	600.00	600.00
	Services	6 yards flowable fill materials	1	940.22	940.22
	Services	Haul off rock from site, unit price per truck load \$450.00	16	450.00	7,200.00
	Services	Profit/overhead 10%	1	3,009.02	3,009.02

BALANCE DUE \$33,099.24

BMI requests 42 additional calendar days be added to the construction schedule due to the delay in a building permit being issued.

WET

Truck # WET 23

Woodford Excavation & Transport Inc.

P.O. Box 122
Versailles, KY 40383
Telephone (859) 873-2237
Fax (859) 873-5885

Date:

8-13-24 School bus

Job:

WV 24 / bus

In	Lunch Out	Lunch In	Out
7:00 am	1/2 hr Rebecca	4:30 pm	4:30 pm

Driver's

Signature:

[Signature]

Owner's

Signature:

M. A. B. B.

OWNER'S COPY

54902

WET

Truck # WET 28

Woodford Excavation & Transport Inc.

P.O. Box 122
Versailles, KY 40383
Telephone (859) 873-2237
Fax (859) 873-5885

Date:

8-20-24

Job:

WV 28 / bus to Maryland

In	Lunch Out	Lunch In	Out
6:00 am	5:00 pm	3:00 pm	3:00 pm

Driver's

Signature:

[Signature]

Owner's

Signature:

M. A. B. B.

OWNER'S COPY

54706

BMI Builds LLC
156 Rocky Waters Way
Georgetown, KY 40324
(859) 913-1101
Office@BMIBuilds.com



Estimate

ADDRESS
LFUCG
200 Main Street
Lexington, United States

ESTIMATE # 1087
DATE 10/15/2024

DATE		DESCRIPTION	QTY	RATE	AMOUNT
	Services	New water line installation	1	0.00	0.00
	Services	Install new 2" PEX pipe, supply to building as proposed on drawings provided by owner. New Water line Branched to existing water fountain shut off and building on site. This proposal is for combination of boring under pavement and under tree canopies and excavation outside those areas. No rock excavation assumed in this proposal. Connect to water meter installed by American Water Company located between sidewalk and street by entrance.			86,250.00
	Services	Private utilities location services	1	4,800.00	4,800.00
	Services	Bond fee	1	2,731.50	2,731.50

TOTAL

\$93,781.50

Accepted By

Accepted Date

Proposal Request

PR#: 002
Project: Valley Park Building
Date: September 30, 2023

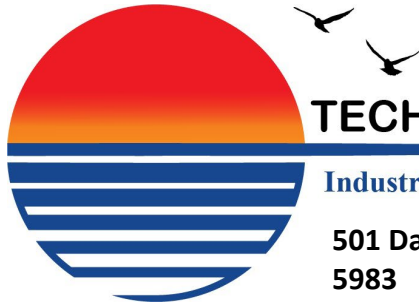
LFUCG has requested that BMI Builds prepare a formal cost proposal to complete work associated with the following items, to be added to the original project scope. Please provide a labor/material breakdown for each item for review, if applicable.

This proposal request does not indicate a notice-to-proceed for the work outlined below.

PR #2: Water Line Extension to New Meter Location

Due to the condition of the existing water line it is no feasible to tie the new copper line to the deteriorated existing galvanized line. The existing line would need to be replaced from the existing meter to the new tie-in location, but the existing line is routed through a neighboring residential property. It was determined that the best course of action would be to have a new water meter set at Cambridge Drive. This would require the new line be extended significantly past the tie-in location indicated in the construction documents:

- Provide water line extension per the attached verbiage and drawing U1.1 – see attached
- Include all excavation, trenching, boring, and backfill, as required.
- Include all asphalt patching, as required.
- Included all landscape remediation (seed+straw), as required, at excavated areas.
- The new meter will be field located by KY American Water Company. Location shown on drawings is preliminary and has not been field verified, but is the general location of where the new meter will be installed.



TECHNICAL HORIZONS

Industrial • Commercial • Institutional

501 Darby Creek, Ste #31 • Lexington, Kentucky • (859) 263-5983

September 27, 2024

Johnson/Early Architects
131 Prosperous Place, Suite 19B
Lexington, KY 40509

ATTN: Mr. Daniel Thornberry
RE: Valley Park Building; Lexington, KY

Dear Daniel;

Please issue this project change request to the Contractor for the Vally Park Building. This is a request for pricing, and not a directive to proceed with the Change.

This work involve providing a new water meter service to the facility and backfeeding the water service to the playground water features/fountains.

1. The work is indicated on the attached Sheet U-1 – Site Plan Plumbing.
2. All work regarding coordination with Kentucky American Water Company (KAWC) to be provided by contractor. Ensure any work required by KAWC at the meter setting is performed to KAWC requirements.
3. All patching and repairing of drives, sidewalks, parking lots, etc. to be performed in accordance with LFUCG details and specifications.
4. Water piping downstream of the KAWC water meter may be pressure classified PVC suitable for potable water as per AWWA and the NSF.

Should you have any questions, please do not hesitate to contact me.

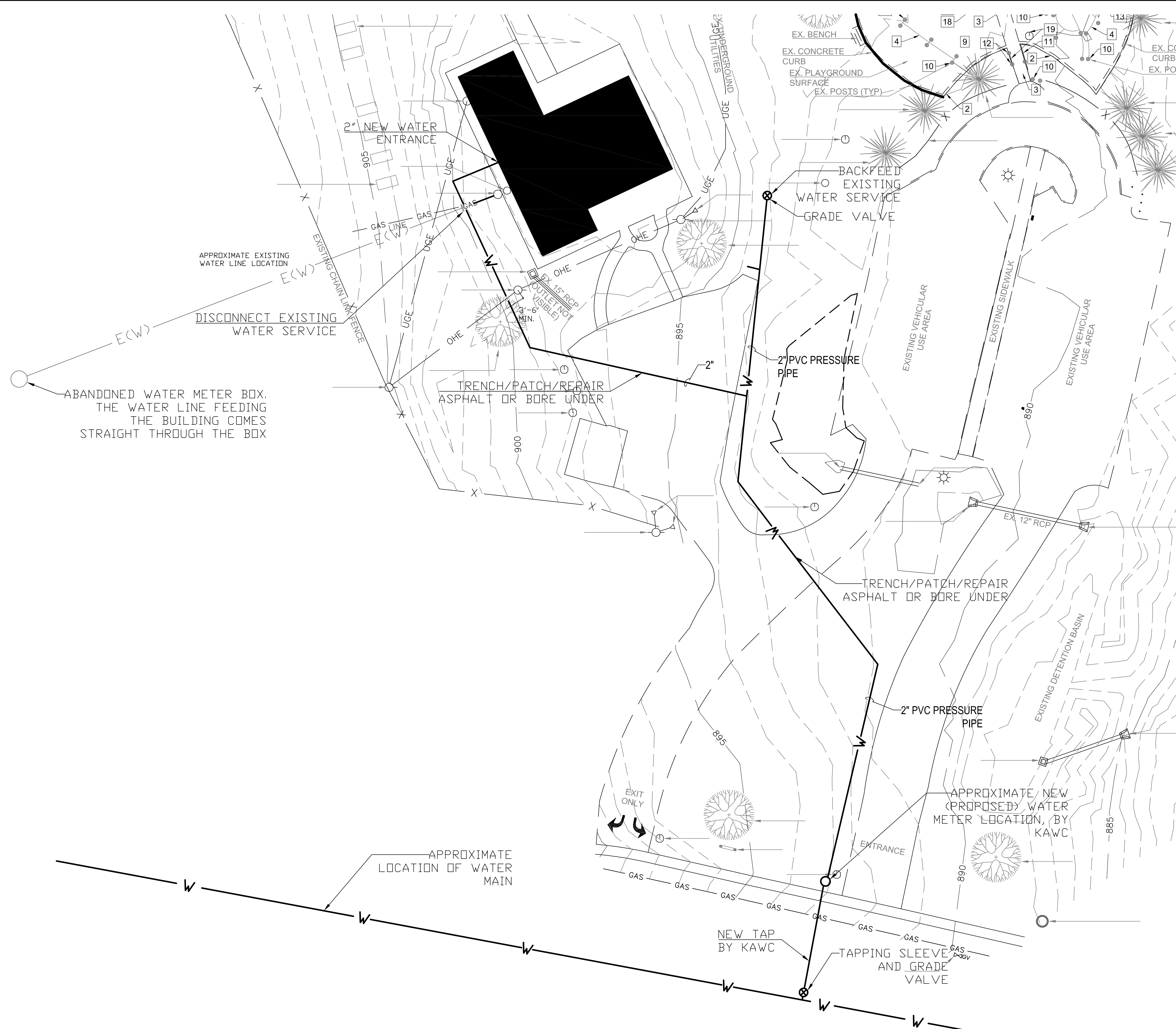
Respectfully,

Matthew Ellis, PE
Professional Engineer

Cc: File vpb-c

(Valley Park Building; Lexington, KY; 7/27/2024 – Page 1)

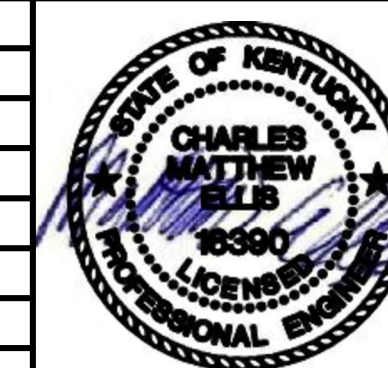
Serving Commercial, Institutional and Industrial Customers for Over 30 Years



1 SITE PLAN - PLUMBING
U1.1 SCALE: 1'-0" = 20'-0"



S nal	1) ADDENDUM #1 - 04-08-24



LFUCG PARKS & RECREATION EXPANSION OF:
VALLEY PARK BUILDING
2077 CAMBRIDGE DR. • LEXINGTON, KY 40504

johanson • early • architects
131 prosperous place, suite 19b • lexington, kentucky 40509
phone: 859-259-1515 • fax: 859-231-5060 • e-mail: earlyjb@earchitects.net

SITE PLAN - PLUMBING

DATE FEBRUARY 19, 2024	DRAWN BY QW	CHECKED CME	REVISIONS ADDENDUM #1
---------------------------	----------------	----------------	--------------------------



SHEET NO.
U1.1

BMI Builds LLC
156 Rocky Waters Way
Georgetown, KY 40324
(859) 913-1101
Office@BMIBuilds.com



Estimate

ADDRESS
LFUCG
200 Main Street
Lexington, United States

ESTIMATE # 1085
DATE 10/04/2024

DATE	DESCRIPTION	QTY	RATE	AMOUNT
Services	Remove and replace roof decking/sheeting. Price based off of unit price provided in base bid \$8psf. This includes haul off/disposal.	3,454	8.00	27,632.00
TOTAL				\$27,632.00

Accepted By Accepted Date

Proposal Request

PR#: 003
Project: Valley Park Building
Date: October 3, 2024

LFUCG has requested that BMI Builds prepare a formal cost proposal (*COST INCREASE*) to complete work associated with the following items. Please provide a labor/material breakdown for each item for review, if applicable.

This proposal request does not indicate a notice-to-proceed for the work outlined below.

PR #3: ROOF SHEATHING REPLACEMENT

Upon removal of existing ceilings the existing sheathing could be fully observed from the underside. It has been noted that the sheathing currently in-place is a mixture of thicknesses ranging from 3/8" – 3/4" and has large areas of water damage/deterioration. This combination of factors makes it impossible to patch back only portions of the roof that are damaged, and maintaining the planarity of the roof sheathing.

- Approximately 25% of the existing roof sheathing has water damage or deterioration due to prolonged water exposure. These areas were not observable prior to demolition of the ceilings areas below.
- An unknown quantity of the roof sheathing appears to be 3/8" which does not meet the current building code.
- Total roof area to be replaced outside of what was included in the contract documents is approximately 3,697sf.

We are requesting that BMI Builds provide a proposal, utilizing the unit cost provided as part of their bid, to remove all existing sheathing and replace with new 5/8" plywood sheathing per the construction documents.

JUSTIFICATION FOR CHANGE

PROJECT: Valley Park Building Renovation & Expansion

CONTRACT NO. 295-2023

CHANGE ORDER #: 116-2024

1. Valley Park Building Renovation & Expansion - Change Order #1 with BMI Builds increases the contract price in the amount of \$157,384.38 from \$1,514,024.88 to \$1,671,409.26 with a (42) calendar day change to the contract time. The additional of \$157,384.38 and additional (42) calendar days includes PR#1 excavation of encountered rock at underground utilities, PR #2 replacement of corroded water line from new meter location on Cambridge Drive, and PR#3 replacement of deteriorated and inappropriately sized roof decking.

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: (42) calendar days

Mayor_____
Date

RESOLUTION NO. _____ - 2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE CHANGE ORDER NO. ONE (1) TO THE AGREEMENT WITH BMI LLC, FOR THE VALLEY PARK BUILDING RENOVATION AND EXPANSION, IN THE AMOUNT OF \$157,384.38, INCREASING THE TOTAL CONTRACT AMOUNT FROM \$1,514,024.88 TO \$1,671,409.26, WITH A FORTY-TWO (42) CALENDAR DAY CHANGE TO THE CONTRACT TIME.

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. One (1), which is attached hereto and incorporated herein by reference, to the Agreement with BMI LLC, for the Valley Park Building Renovation and Expansion, increasing the total contract amount by \$157,384.38, raising the total contract amount from \$1,514,024.88 to \$1,671,409.26, with an additional forty-two (42) calendar days included to the contract time.

Section 2 – That an amount, not to exceed the additional sum of \$157,384.38, is hereby authorized for payment to BMI LLC, from account # 1105-707602-91015, pursuant to the terms of Change Order No. 1.

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

RESOLUTION NO. 570 - 2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE CHANGE ORDER NO. ONE (1) TO THE AGREEMENT WITH BMI LLC, FOR THE VALLEY PARK BUILDING RENOVATION AND EXPANSION, IN THE AMOUNT OF \$157,384.38, INCREASING THE TOTAL CONTRACT AMOUNT FROM \$1,514,024.88 TO \$1,671,409.26, WITH A FORTY-TWO (42) CALENDAR DAY CHANGE TO THE CONTRACT TIME.

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. One (1), which is attached hereto and incorporated herein by reference, to the Agreement with BMI LLC, for the Valley Park Building Renovation and Expansion, increasing the total contract amount by \$157,384.38, raising the total contract amount from \$1,514,024.88 to \$1,671,409.26, with an additional forty-two (42) calendar days included to the contract time.

Section 2 – That an amount, not to exceed the additional sum of \$157,384.38, is hereby authorized for payment to BMI LLC, from account # 1105-707602-91015, pursuant to the terms of Change Order No. 1.

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

PASSED URBAN COUNTY COUNCIL: November 14, 2024

MAYOR

ATTEST:



CLERK OF URBAN COUNTY COUNCIL

**LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
CONTRACT CHANGE ORDER**

Page 1 of 2

To (Contractor):
BMI Builds LLC, 156 Rocky Waters Way, Georgetown, KY 40324

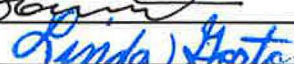
Date:	April 24, 2025
Project:	Valley Park Building Renovation & Expansion
Location:	2077 Cambridge Drive
Contract No.	116-2024
Original Contract Amt.	\$1,514,024.88
Cumulative Amount of Previous Change Orders	\$157,384.38
Percent Change - Previous Change Orders	10.40%
Total Contract Amount Prior to this Change Order	\$1,671,409.26
Change Order No.	2

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	Existing concrete replacement		\$59,880.00
2	Replace existing doors/toilet fixtures & accessories/ restroom finishes/concession window		\$63,712.00
3	Addition of (35) Calendar Days due to additional work		\$0.00
	Total decrease	\$0.00	
	Total increase		\$123,592.00
	Net Amount of this Change Order	\$123,592.00	
	New Contract Amount Including this Change Order	\$1,795,001.26	
	Percent Change - This Change Order		8.16%
	Percent Change - All Change Orders		18.56%

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

Recommended by:		(Project Manager)	Date	4/24/25
Reviewed / Accepted by:		(Consultant)	Date	4/25/25
Accepted by:		(Contractor)	Date	4-25-25
Approved by:	n/a	(Director)	Date	—
Approved by:		(Commissioner)	Date	4/28/25
Approved by:		(Mayor or CAO)	Date	8/5/25

JUSTIFICATION FOR CHANGE

PROJECT: Valley Park Building Renovation & Expansion

CONTRACT NO. 295-2023

CHANGE ORDER #: 116-2024

1. Valley Park Building Renovation & Expansion - Change Order #2 with BMI Builds increases the contract price in the amount of \$123,592.00 from \$1,671,409.26 to \$1,795,001.26 with a (35) calendar day change to the contract time. The additional of \$123,592.00 and additional (35) calendar days includes PR#4 replacement of existing concrete and PR#5 replacement of existing doors/toilet partitions & accessories/restroom finishes/concession window.

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: (35) calendar days



Mayor

8/5/2025

Date

BMI Builds LLC
156 Rocky Waters Way
Georgetown, KY 40324
8599131101
Office@BMIBuilds.com



Estimate

ADDRESS
LFUCG
200 Main Street
Lexington, United States

ESTIMATE # 1103
DATE 03/24/2025

DATE	DESCRIPTION	QTY	RATE	AMOUNT
Services	Additional concrete work. See attached pictures for concrete demo/removal, haul off and replacement. New concrete mix/placement to meet specs per original project docs. 2220sq ft total			59,880.00
TOTAL				\$59,880.00

Accepted By Accepted Date

BMI Builds LLC
156 Rocky Waters Way
Georgetown, KY 40324
8599131101
Office@BMIBuilds.com



Estimate

ADDRESS

LFUCG
200 Main Street
Lexington, United States

ESTIMATE # 1118

DATE 04/20/2025

DATE		DESCRIPTION	QTY	RATE	AMOUNT
	Services	Item 1 doors frames removal reinstall	1	26,711.00	26,711.00
	Services	Item 2 restroom finishes	1	5,800.00	5,800.00
	Services	Item 3 existing fixture replacement, demo, reinstall new	1	9,431.00	9,431.00
	Services	Item 4 Accessories removal and replacement	1	7,200.00	7,200.00
	Services	Item 5 Air devices ex fans and hand driers	1	2,600.00	2,600.00
	Services	Item 6 Concession window, removal reinstall , Long lead time 4 weeks after submittal approval. 35 days time requested for this pr due to long lead time on shutter.	1	11,970.00	11,970.00

TOTAL

\$63,712.00



Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 1110-24

File ID: 1110-24

Type: Resolution

Status: Approved

Version: 2

Contract #:

In Control: Urban County
Council

File Created: 11/01/2024

Final Action: 11/21/2024

File Name: Request Council authorization to accept an additional award of \$50 from the Kentucky Office of Homeland Security. The application was submitted for \$25,600 but the Division of Emergency Management has been awarded \$25,650 under the State Homeland Security

Title: A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute an Agreement with the Ky. Office of Homeland Security (KOHS), to accept a Grant in the amount of \$25,650 in Federal funds under the Homeland Security Grant Program, in order to further the Community Emergency Response Team (CERT) Program for the Div. of Emergency Management, the acceptance of which does not obligate the Urban County Government to the expenditure of funds as a local match, and authorizing the Mayor to transfer unencumbered funds within the Grant Budget. [Div. of Emergency Management, Larkin]

Notes:

Sponsors:

Enactment Date: 11/21/2024

Attachments: 25-Blue Sheet Memo DEM KOHS Award, BA 13351, LFUCG EMA 24-205 Award Letter, Resolution 421-2024, RESO 1110-24 4879-7036-8249 v.1.docx, R-587-2024

Enactment Number: R-587-2024

Deed #:

Hearing Date:

Drafter: Katrina James

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
2	Urban County Council Work Session	11/12/2024	Approved and Referred to Docket	Urban County Council	11/14/2024		Pass
2	Urban County Council	11/14/2024	Received First Reading	Urban County Council	11/21/2024		
2	Urban County Council	11/21/2024	Approved				Pass

Text of Legislative File 1110-24

Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute an Agreement with the Ky. Office of Homeland Security (KOHS), to accept a Grant in the amount of \$25,650 in Federal funds under the Homeland Security Grant Program, in order to further the Community Emergency Response Team (CERT) Program for the Div. of Emergency Management, the acceptance of which does not obligate the Urban County Government to the expenditure of funds as a local match, and authorizing the Mayor to transfer unencumbered funds within the Grant Budget. [Div. of Emergency Management, Larkin]

Summary

Authorization to accept an additional award of \$50 from the Kentucky Office of Homeland Security. The application was submitted for \$25,600 but the Division of Emergency Management has been awarded \$25,650 under the State Homeland Security FFY2024 DHS/FEMA Grant Program. No matching funds are required. (L1110-24) (Larkin/Armstrong)

Budgetary Implications: Yes

Advance Document Review:

Law: N/A

Risk Management: N/A

Fully Budgeted: Budget amendment 13351 in process

Account Number: 3200-505204-5261-75101

This Fiscal Year Impact: \$25,650

Annual Impact: \$0

Project: STHO_CERT_2025

Activity: FED_GRANT

Budget Reference: 2025

Current Balance: Budget amendment 13351 in process



TO: LINDA GORTON, MAYOR
URBAN COUNTY COUNCIL

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

DATE: October 31, 2024

SUBJECT: Kentucky Office of Homeland Security FFY2024 DHS/FEMA Award for
Division of Emergency Management

Request: Council authorization to accept an additional award of \$50 from the Kentucky Office of Homeland Security. The application was submitted for \$25,600 but the Division of Emergency Management has been awarded \$25,650 under the State Homeland Security FFY2024 DHS/FEMA Grant Program. No matching funds are required.

Purpose of Request: On August 29, 2024 (Resolution 421-2024) Council authorized to execute and submit a grant application seeking \$25,600 in federal funds from the Kentucky Office of Homeland Security under the State Homeland Security FY2024 DHS/FEMA Grant Program. The Kentucky Office of Homeland Security has awarded an additional \$50 over the application amount. These funds will be used for CERT training courses for the public to be held in the spring and fall each year. CERT classes follow the standard FEMA curriculum and are taught by a variety of community partners. By developing disaster preparedness and response skills, citizens that complete the CERT training are better prepared to take care of themselves and their families when disasters occur.

What is the cost in this budget year and future budget years? A total of \$25,650 in federal funds has been awarded for Fiscal Year 2025. No matching funds are required. Future funding is dependent upon availability of grant funding.

Are the funds budgeted? Budget amendment is in process. 3200-505204-5261-75101
STHO_CERT_2025 FED_GRANT 2025

File Number: 1110-24

Director/Commissioner: Larkin/Armstrong



LFUCG Budget Amendment Request Form

Requester: Moore,Celia E Date: 11/05/2024 Status: Pending Approval Amend Nbr: 13351

Business Unit: LFUCG Journal Date: 11/05/2024 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	3200	505204	5261	75101	Operating Supplies and Expense	25,650.00	LARKINR	KARMSTRO

▼ Revenue Accounts

Personalize | Find | View All | | First 1 of 1 Last

Fund	Dept	Section	Account	Description	Amount	Division	Department	Journal ID
1	3200	505204	5261	44010	Intergovernmental - Federal	25,650.00	LARKINR	KARMSTRO

▶ Project/Grant Revenue

▶ Project/Grant Expenditures

Comments:

To establish grant budget for STHO_CERT_2025.

Net Amend Amt: 0.00



**OFFICE OF THE GOVERNOR
KENTUCKY OFFICE OF HOMELAND SECURITY**

Andy G. Beshear
Governor

200 Mero Street
Frankfort, KY 40622
Phone 502-564-2081
Fax 502-564-7764
www.homelandsecurity.ky.gov

Josiah L. Keats
Executive Director

October 14, 2024

The Honorable Linda Gorton
Mayor, Lexington Fayette Urban County Government
200 E. Main Street
Lexington, KY 40507

RE: Homeland Security Grant Award for Application 24-205

Dear Mayor Gorton:

On behalf of Governor Andy Beshear, the Kentucky Office of Homeland Security would like to take this opportunity to congratulate you on the successful grant application submitted for FFY 2024 Homeland Security Grant Program. The application referenced above has been awarded grant funding in the amount of \$25,650.00.

Approved Scope of Work: Grant funding shall be used for the purchase Community Emergency Response Training (CERT) Materials, Supplies, and Equipment for the Lexington Division of Emergency Management.

DO NOT SPEND ANY FUNDS UNTIL WE CONTACT YOU FOR A GRANT MEETING.

You, along with the other individuals listed on the application as project staff, will receive an email with instructions on scheduling an appointment to meet with us virtually to discuss your award. If you have any questions at any time, please do not hesitate to contact our grants management team, Jennifer Annis, Anna Roaden, and Jodie Williams at 502-892-3382 or via email at Jennifer.Annis@ky.gov or Anna.Roaden@ky.gov or Jodie.Williams@ky.gov.

Again, please accept our congratulations and best wishes for a successful project. My staff and I look forward to working with you throughout the course of this grant.

Sincerely,

Josiah Keats
Executive Director
Kentucky Office of Homeland Security

RESOLUTION NO. 421 - 2024

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AND SUBMIT A GRANT APPLICATION TO THE KENTUCKY OFFICE OF HOMELAND SECURITY (KOHS), AND TO PROVIDE ANY ADDITIONAL INFORMATION REQUESTED IN CONNECTION WITH THIS GRANT APPLICATION, WHICH GRANT FUNDS ARE IN THE AMOUNT OF \$25,600.00 FEDERAL FUNDS UNDER THE HOMELAND SECURITY GRANT PROGRAM, IN ORDER TO FURTHER THE COMMUNITY EMERGENCY RESPONSE TEAM (CERT) PROGRAM, FOR THE DIVISION OF EMERGENCY MANAGEMENT.

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 and submit a Grant Application, which is attached hereto and incorporated by reference, to the Kentucky Office of Homeland Security (KOHS), and to provide any additional information requested in connection with this grant application, which grant funds are in the amount of \$25,600.00 Federal funds under the Homeland Security Grant Program, in order to further the Community Emergency Response Team (CERT) Program, for the Division of Emergency Management.

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

PASSED URBAN COUNTY COUNCIL:

August 29, 2024



MAYOR

ATTEST:



CLERK OF URBAN COUNTY COUNCIL

0768-24:ANB:4894-9208-5464, v. 1

RESOLUTION NO. _____-2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT WITH THE KENTUCKY OFFICE OF HOMELAND SECURITY (KOHS), TO ACCEPT A GRANT IN THE AMOUNT OF \$25,650.00 IN FEDERAL FUNDS UNDER THE HOMELAND SECURITY GRANT PROGRAM, IN ORDER TO FURTHER THE COMMUNITY EMERGENCY RESPONSE TEAM (CERT) PROGRAM FOR THE DIVISION OF EMERGENCY MANAGEMENT, THE ACCEPTANCE OF WHICH DOES NOT OBLIGATE THE URBAN COUNTY GOVERNMENT TO THE EXPENDITURE OF FUNDS AS A 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 with the Kentucky Office of Homeland Security (KOHS) in order to accept a grant from KOHS which Grant funds are in the amount of \$25,650.00 in order to further the Community Emergency Response Team (CERT) Program for the Division of Emergency Management, the acceptance of which does not obligate the Urban County Government to the expenditure of funds as a 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 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

1110-24 WR:4879-7036-8249, v. 1

RESOLUTION NO. 587 -2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT WITH THE KENTUCKY OFFICE OF HOMELAND SECURITY (KOHS), TO ACCEPT A GRANT IN THE AMOUNT OF \$25,650.00 IN FEDERAL FUNDS UNDER THE HOMELAND SECURITY GRANT PROGRAM, IN ORDER TO FURTHER THE COMMUNITY EMERGENCY RESPONSE TEAM (CERT) PROGRAM FOR THE DIVISION OF EMERGENCY MANAGEMENT, THE ACCEPTANCE OF WHICH DOES NOT OBLIGATE THE URBAN COUNTY GOVERNMENT TO THE EXPENDITURE OF FUNDS AS A 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 with the Kentucky Office of Homeland Security (KOHS) in order to accept a grant from KOHS which Grant funds are in the amount of \$25,650.00 in order to further the Community Emergency Response Team (CERT) Program for the Division of Emergency Management, the acceptance of which does not obligate the Urban County Government to the expenditure of funds as a 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 established for this Grant.

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

PASSED URBAN COUNTY COUNCIL: November 21, 2024



MAYOR

ATTEST:



CLERK OF URBAN COUNTY COUNCIL

1110-24 WR:4879-7036-8249, v. 1



Lexington-Fayette Urban County Government Master

200 E. Main St
Lexington, KY 40507

File Number: 1111-24

File ID: 1111-24

Type: Resolution

Status: Approved

Version: 2

Contract #:

In Control: Urban County
Council

File Created: 11/01/2024

File Name: Request Council authorization to accept an award of \$5,000 from the Consumer Product Safety Commission 2024 Fire Safety Program for a Fire Safety and Prevention Project. No match is required.

Final Action: 11/21/2024

Title: A Resolution authorizing and directing the Mayor, on behalf of the Lexington-Fayette Urban County Government, to accept a Grant from the Consumer Product Safety Commission 2024 Fire Safety Program of \$5,000 in Federal funds in order to purchase supplies for a Fire Safety and Prevention Project, the acceptance of which does not obligate the Urban County Government for the expenditure of funds, and authorizing the Mayor to transfer unencumbered funds within the Grant Budget. [Div. of Fire and Emergency Services, Wells]

Notes:

Sponsors:

Enactment Date: 11/21/2024

Attachments: 25-Blue Sheet Memo CPSC Fire Safety Grant, BA 13352, 61320624S0016-KY-FIRE SAFETY-FINAL-REPORT, IPP.GOV INVOICE, RESO 1111-24 (Fire Safety Grant) 4887-3714-8151 v.1.docx, R-588-2024

Enactment Number: R-588-2024

Deed #:

Hearing Date:

Drafter: Katrina James

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
2	Urban County Council Work Session	11/12/2024	Approved and Referred to Docket	Urban County Council	11/14/2024		Pass
2	Urban County Council	11/14/2024	Received First Reading	Urban County Council	11/21/2024		
2	Urban County Council	11/21/2024	Approved				Pass

Text of Legislative File 1111-24

Title

A Resolution authorizing and directing the Mayor, on behalf of the Lexington-Fayette Urban County Government, to accept a Grant from the Consumer Product Safety Commission 2024 Fire Safety Program of \$5,000 in Federal funds in order to purchase supplies for a Fire Safety and Prevention Project, the acceptance of which does not obligate the Urban County Government for the expenditure of funds, and authorizing the Mayor to transfer unencumbered funds within the Grant Budget. [Div. of Fire and Emergency Services, Wells]

Summary

Authorization to accept an award of \$5,000 from the Consumer Product Safety Commission 2024 Fire Safety Program for a Fire Safety and Prevention Project to support the Community Services Bureau by purchasing Fire prevention and safety supplies. No matching funds are required. (L1111-24) (Wells/Armstrong)

Budgetary Implications: Yes

Advance Document Review:

Law: N/A

Risk Management: N/A

Fully Budgeted: Budget amendment is in process

Account Number: 3300-505706-5761-75101

This Fiscal Year Impact: \$5,000

Annual Impact: \$0

Project: CPSC_FIRE_2025

Activity: OTH_GRANT

Budget Reference: 2025

Current Balance: BA in process



TO: LINDA GORTON, MAYOR
URBAN COUNTY COUNCIL

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

DATE: October 31, 2024

SUBJECT: Acceptance of Consumer Product Safety Commission 2024 Fire Safety Grant

Request: Council authorization to accept an award of \$5,000 from the Consumer Product Safety Commission 2024 Fire Safety Program for a Fire Safety and Prevention Project. No match is required.

Purpose of Request: The Division of Fire and Emergency Services has completed the objectives outlined in the agreed-upon program plan/contract created with the U.S. Consumer Product Safety Commission through their 2024 Fire Safety Program. As a result, the Division of Fire and Emergency Services has been approved by the CPSC to receive \$5,000 in federal funding. This grant will support the Community Services Bureau by purchasing fire prevention and safety supplies (e.g., stickers, pencils, smoke alarms, training props, etc.).

What is the cost in this budget year and future budget years? \$5,000 has been awarded for FY2025. No matching funds are required. No costs are anticipated in future budget years.

Are the funds budgeted? Budget amendment is in process. 3300-505706-5761-75101
CPSC_FIRE_2025 OTH_GRANT 2025

File Number: 1111-24

Director/Commissioner: Wells/Armstrong



LFUCG Budget Amendment Request Form

Requester: Moore,Celia E Date: 11/05/2024 Status: Pending Approval Amend Nbr: 13352

Business Unit: LFUCG Journal Date: 11/05/2024 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	3300	505706	5761	75101	Operating Supplies and Expense	5,000.00	WELLSJG	KARMSTRO

▼ Revenue Accounts

Personalize | Find | View All | | First

1 of 1

 Last

Fund	Dept	Section	Account	Description	Amount	Division	Department	Journal ID
1	3300	505706	5761	46750	Grant Revenue - Other	5,000.00	WELLSJG	KARMSTRO

▶ Personnel, Operating & Capital Accounts

▶ Revenue Accounts

Comments:

To establish grant budget for CPSC_FIRE_2024 for Consumer Product Safety Commission for Fire and Emergency Services.

Net Amend Amt: 0.00

Submit for Approval



Jacqueline Martinez
U.S. Consumer Product Safety Commission
4330 East West Highway
Room 610
Bethesda, MD 20814

October 24th, 2024

RE: 2024 CPSC Fire Safety Grant Final Report

Dear Ms. Martinez,

The Lexington (Ky) Fire Department's 2024 CPSC Fire Safety Grant Program has successfully concluded! I'm pleased to report that the program achieved great success. During the performance period from June 26, 2024, to October 24, 2024, we engaged face-to-face with 1,093 individuals through various seminars, classes, events, and activities. At each event, we provided CPSC's educational materials. Please find the list of events below and the attached rosters as verification of each event's occurrence.

The educational resources provided by the CPSC were invaluable to our community outreach. A key example is the "Fire Prevention: Look – Listen – Learn" poster, which enabled us to connect with individuals at higher risk due to language barriers, disabilities, and socio-economic challenges.

The "Smoke Alarms – Why, Where, Which" document also helped reinforce our home fire safety messaging. This resource provided homeowners with critical information about the alarms we installed. Our free smoke alarm installation program runs year-round. It offers a meaningful opportunity to interact directly with residents, conduct fire safety assessments, and ensure homes meet current smoke alarm standards, ultimately keeping families safer.

We reached residents of all backgrounds and ages through our seminars, classes, and events. The threat of fire-related injuries and fatalities remains, and our mission in Community Risk Reduction & Fire Prevention is to educate the public on how to reduce and, ideally, eliminate such tragedies. The materials provided were visually compelling and easy to understand, and we will continue to utilize them well beyond the grant period.

Thank you for allowing the Lexington Fire Department to participate in the 2024 CPSC Fire Safety Grant Program!

Respectfully,
Battalion Chief Derek Roberts
Community Risk Reduction & Fire Prevention





1. What: Smoke Alarm Canvas
Where: Masterson Station Neighborhood
Location:
WHEN: 7/11/24
Time: 09-1600
Number of Attendees: 27 homes, 74 people
EXPECTATIONS OF EVENT: Install smoke alarms in each home, educate residents in proper use and maintenance, and create a fire escape plan.
2. What: Fire Safety Trailer
Where: Lexington Ice Center Summer Camp
Location: 560 Eureka Springs Dr.
WHEN: 7/16/24
Time: 10-1200
Number of Attendees: 60
EXTERNAL POC: June Warta
Phone: 859-619-6228
EXPECTATIONS OF EVENT: Bring the fire safety trailer, promote smoke alarms in the home, and create a fire escape plan for campers.
3. What: CPR & AED Training
Where: LFUCG - Phoenix Building
Location: 101 E. Vine St.
WHEN: 7/17/24
Time: 08-1700
Number of Attendees: 12
EXTERNAL POC: David Templar
Phone: 859-258-2487
EXPECTATIONS OF EVENT: Certify attendees in CPR and instruct in proper AED use.
4. What: Fire Safety Trailer
Where: Kindercare
Location: 575 Woodland Ave
WHEN: 8/7/24
Time: 10-1200
Number of Attendees: 34
EXTERNAL POC: Meghan Owen
PHONE: 859-255-3444
EMAIL: mowen@kindercare.com
EXPECTATIONS OF EVENT: Bring the fire safety trailer, educate attendees in fire safety.





5. What: Clark Material Health & Safety Fair
Where: Clark Material Handling Company
Location: 700 Enterprise Dr.
WHEN: 8/13/24
Time: 0930-1300
Number of Attendees: 171 people
EXTERNAL POC: April Milby
Phone: 859-422-6424
Email: aprilmilby@clarkmhc.com
EXPECTATIONS OF EVENT: We would like to have a fire extinguisher demo (hands-on if possible) as we have had many employees ask for some experience in fighting an incipient fire, educate employees on proper home fire extinguisher use.

6. What: Citizens Fire Academy
Where: Lexington Fire Training Academy
Location: 1375 Old Frankfort Pike
WHEN: 9/4/24
Time: 18-2100
Number of Attendees: 27
EXTERNAL POC: Shane Burger
Phone: 859-583-5858
Email: burgers2@lexingtonky.gov
EXPECTATIONS OF EVENT: Teaching students of our Citizen's Fire Academy how to do hands-only CPR, AED use, and bleeding control.

7. What: Fire Prevention Festival
Where: Masterson Station Park
Location: 3051 Leestown Rd
WHEN: 10/6/24
Time: 1400-1800
Number of Attendees: 3,200+, 700 signatures
EXTERNAL POC: Todd Houston
Phone: 859-802-3777
Email: houstont@lexingtonky.gov
EXPECTATIONS OF EVENT: The annual fire prevention festival is a full-day event that will have a wide variety of activities to teach attendees about fire safety: including proper use of a fire extinguisher, cooking safety, how to perform hands-only CPR, creating a home fire escape plan, importance and proper maintenance of smoke alarms, and numerous other fire safety tips.





8. What: Fire/Safety/Emergency Presentation for individuals with intellectual disability

Where: Fayette County Extension

Location: 1140 Harry Sykes Way

WHEN: 10/18/24

Time: 1230-1400

Number of Attendees: 15

EXTERNAL POC: Camille Skubik-Peplaski

Phone: (859) 338-2651

Email: Camille.Skubik-Peplaski@eku.edu

EXPECTATIONS OF EVENT: We are offering a day of education on different community safety topics to individuals with intellectual disabilities and their families. We will teach First Aide & Fire Safety to increase these individuals messages tailored to the special needs population (i.e., alerting devices, fire escape plan, additional lighting, handrails, how to alert the fire department if you can't get out.)





Event 1
74 people
7/11/24

Lexington Fire Department Community Service Bureau

TRAINING ATTENDANCE ROSTER

Course Smoke Alarm Canvas Date 7/11/24

Instructor(s) Houston, Burger, Releford, Brown

Location of Course: Masterson Station Neighborhood

Print First & Last Name	Household	
1 Karen Haley	1	21 Sheila Horton Holt 2
2 Katie Stiltner	3	22 Brittany Vinegar 1
3 Nkoy Mulena	7	23 James Howe 2
4 Helen Price	1	24 Kathy Carter 2
5 Joann Huntzinger	1	25 Allen Howard 4
6 Ralph Haffley	2	26 Danielle Sparks 4
7 Acadia Spiller	3	27 Rythner Boileau 5
8 Roie Hellman	2	28
9 Trudy Harberson	3	29
10 Elmer Ellis	2	30
11 Hannah Peace	3	31
12 Nicole Key	2	32
13 Christine Catron	4	33
14 Ryan Goin	4	34
15 Tina Frye	3	35
16 Rosemary Colley	2	36
17 Mike Keller	2	37
18 Peggy Garey	1	38
19 Leslie Burus	4	39
20 Justin Potter	4	40

27 Homes
1160 HW Alarm
74 people

CPSC

60 children

Event 2

60 people

7/16/24

Lexington Fire Department Community Service Bureau

TRAINING ATTENDANCE ROSTER

Course Smoke Trailer Date 7/16/24
 Instructor(s) Jerome Brown, Anthony Releford
 Location of Course First Choice Childcare & Learning Center

Print First & Last Name	
1 Ryden Little	21 Cassidy Lewis
2 Finn Cade	22 Nora Mobley
3 Hazel Gilliam	23 Ariana Robertson
4 Isabella Martin	24 Kyrro Robinson
5 Kairi Mason	25 J.R. Tunnell
6 Bennett Petty John	26 Nova Way
7 Stephanie Storie-King	27 Maureabella V Brown
8 Takini Tichenor	28 Mila R Harris
9 Emeline Coyle	29 Luna Kavanaugh
10 Jett Daugherty	30 Eva Laureano
11 Ayden Garcia-Lindsay	31 Ellington Martin
12 Chance Graham	32 Elizabeth Silvey
13 Savannah Gutierrez	33 Kaleb Watson
14 Harper Nolan	34 Maisyah A. Wells
15 Kit Rensdygraft	35 Briana Hocker
16 Philip Rosales	36 Samantha Khawaja
17 Chevelle Way	37 Skyler Khawaja
18 Charlotte Byrd	38 Aria Lackey
19 Carter Durham	39 Kingston Lewis
20 Emery J. Ceida	40 Dallas Smith



Event 2
Pg 2

Lexington Fire Department Community Service Bureau

TRAINING ATTENDANCE ROSTER

Course _____ Date _____

Instructor(s) _____

Location of Course _____

	Print First & Last Name	
4	1 Isabella Thomas	21
4	2 Konbhyr Thompson	22
4	3 Harper Watson	23
4	4 Annabella Brown	24
4	5 Parker Cuda	25
4	6 Gabin Durum	26
4	7 Juliette Givens	27
4	8 Gerardo Gutierrez	28
4	9 Sebastian Gerardo	29
5	10 Kennedy Lewis	30
5	11 Thaddus Lewis	31
5	12 Aaron Martinez	32
5	13 Vanessa Martinez	33
5	14 Cady Pendygraft	34
5	15 Paxton Williams	35
5	16 A.J. Lindsay	36
5	17 Karsyn B. Lindsay	37
5	18 Daniela Mendoza	38
5	19 Maverick Rice	39
6	20 Lillian White	40



CPSC

Event 3

12 people

Lexington Fire Department Community Service Bureau

TRAINING ATTENDANCE ROSTER

Course HEARTSAVER First Aid, CPR, + AED Date 07-17-2024
Instructor(s) TODD HOUSTON + SHANE BURGIE
Location of Course LFCC PHOENIX BUILDING

Print First & Last Name	
1 Landon Rainer	21
2 Tanner Ellis	22
3 David Filiatreau	23
4 Crystal Martin	24
5 Travis Wilson	25
6 Mitch Coyle	26
7 Hunter McGuire	27
8 David Templar	28
9 DANI WOOD	29
10 Steve Colonna	30
11 Mike Wiley Sr.	31
12 Lamont Martin	32
13	33
14	34
15	35
16	36
17	37
18	38
19	39
20	40



CPSC
Event 4

Lexington Fire Department Community Service Bureau

TRAINING ATTENDANCE ROSTER

Course SMOKE TRAILER - FIRE SAFETY Date 08-07-2024

Instructor(s) TOBY HOUSTON + SHANE BURGER

Location of Course KINDER CARE

Print First & Last Name	
1	21
2	22
3	23
4	24
5	25
6	26
7	27
8	28
9	29
10	30
11	31
12	32
13	33
14	34
15	35
16	36
17	37
18	38
19	39
20	40

Report Title : Roll Call Sheet
 Report Date : 07-Aug-2024 Date Range : 07-Aug-2024 - 07-Aug-2024
 Center Name : Woodland Early Learning Center
 Program: Threes
 Classroom: Preschool (Threes)

Date: _____

Child Name	Monday 08-Aug-2024	Tuesday 09-Aug-2024	Wednesday 10-Aug-2024	Thursday 11-Aug-2024	Friday 12-Aug-2024
[REDACTED]			Full Day		
[REDACTED] Freya			Full Day		
[REDACTED] Graylynn			Full Day		
[REDACTED] Isaac			Full Day		
[REDACTED]			Full Day		
[REDACTED] Maggie			Full Day		
[REDACTED] Haisley			Full Day		
[REDACTED]			Full Day		
[REDACTED] Jijuan			Full Day		
[REDACTED] Selin			Full Day		
[REDACTED]			Full Day		
[REDACTED] Raviona Neira			Full Day		
[REDACTED] Atticus			Full Day		
[REDACTED] Catharine			Full Day		
[REDACTED] Melanie			Full Day		
[REDACTED]			Full Day		
[REDACTED] Robin			Full Day		
[REDACTED] Clara			Full Day		
[REDACTED] Niara			Full Day		
Totals					

Breanna Velez > teachers
 Katie Carter

Report Title : Roll Call Sheet
 Report Date : 07-Aug-2024 Date Range : 07-Aug-2024 - 07-Aug-2024
 Center Name : Woodland Early Learning Center
 Program : Pre-Kindergarten
 Classroom : Pre-K Class-A (Fours/Fives)

Date: _____

Child Name	Monday 08-Aug-2024	Tuesday 09-Aug-2024	Wednesday 10-Aug-2024	Thursday 11-Aug-2024	Friday 12-Aug-2024
[Redacted] Jaida			Full Day		
[Redacted] Erin			Full Day		
[Redacted] Keir Rra			Full Day		
[Redacted] Oliver			Full Day		
[Redacted] Bode			Full Day		
[Redacted] Ally			Full Day		
[Redacted] Zoey			Full Day		
[Redacted] Colette			Full Day		
[Redacted] Emerson			Full Day		
[Redacted] Eleanor			Full Day		
[Redacted] Daphne			Full Day		
[Redacted] Isla			Full Day		
[Redacted]			Full Day		
[Redacted]			Full Day		
[Redacted] Imogene			Full Day		
[Redacted] James			Full Day		
[Redacted] Yuvan Nandhaan			Full Day		
[Redacted] Robert			Full Day		
[Redacted] Riley			Full Day		
[Redacted] Arlo			Full Day		
[Redacted]			Full Day		
[Redacted] Olive			Full Day		
[Redacted] Logan			Full Day		

Kara Keith, Roxanne Davis ← teachers



CPSC
Event 5

Lexington Fire Department Community Service Bureau

TRAINING ATTENDANCE ROSTER

Course HEALTH FAIR Date 08-13-2024
Instructor(s) TOOD HOUSTON + SHANE BURGER
Location of Course CLARK MATRIMIALS

Print First & Last Name		Roster Attached 171 people
1	21	
2	22	
3	23	
4	24	
5	25	
6	26	
7	27	
8	28	
9	29	
10	30	
11	31	
12	32	
13	33	
14	34	
15	35	
16	36	
17	37	
18	38	
19	39	
20	40	

CLARK Head Count at Community Fair

From: Barnes, Cynthia (cynthiabarnes@clarkmhc.com)

To: tdhoust89@yahoo.com

Date: Tuesday, August 13, 2024 at 03:40 PM EDT

Todd,

Thank you for representing the Fire Department at our Community Fair! Here is the list of our local employees who attended:

- 1 Deanna M
- 2 Aaron Douglas
- 3 Emery D
- 4 Chad Clay
- 5 Angel Violette
- 6 Matthew Thomas
- 7 Zachary Paul
- 8 Joshua Saul
- 9 Matthew Tyler
- 10 Seth B
- 11 Quentin Lamar
- 12 Richard Lee
- 13 Joshua Michael
- 14 Russell
- 15 Manuel Brian
- 16 Jon V
- 17 Riadh
- 18 Kayla Faith
- 19 David Y
- 20 Denise W
- 21 Bobby E
- 22 Jason E
- 23 David C
- 24 Juan
- 25 Aaron Grant
- 26 Brandon Tyler
- 27 Richard Lee
- 28 Charles Kevin
- 29 Erik Steven
- 30 James A
- 31 Jeffrey W
- 32 Joseph David
- 33 Mark Eldon
- 34 Robert Kinnie
- 35 Michael Wayne
- 36 Laura M
- 37 Jose M
- 38 Michael H
- 39 Jason D
- 40 Blake Mckenzie
- 41 Craig M

42 Jamie Paul
43 Jeffrey S
44 Patrick
45 Cynthia Ann
46 Louis Edward
47 Travis Ray
48 David Scott
49 Joy Lynn
50 Jarred Cody
51 Myron Lashon
52 Byron Alexander
53 Maricela Carreon
54 Larena Lynette
55 Steven Arthur
56 Raymond C
57 Caleb Joseph
58 Cody L
59 Anthony Dean
60 Clarence J
61 Debi H
62 Joseph Allen
63 Steve L
64 William Charles
65 John W
66 Christopher T
67 Joseph A
68 Christopher K
69 Christi D
70 John Douglas
71 Brandon Scott
72 Lei
73 Derek H
74 Ronnie W
75 Steven A
76 Michael B
77 Jacob Ryan
78 Jeremy Michael
79 Franklin
80 Chandler Kendall
81 Khanh Nguyen
82 William Mason
83 Brian Austin
84 Joel L
85 James S
86 Jeffrey S
87 James
88 Kathy R
89 Brian
90 Cayelin Alizabeth
91 Celesta Michelle
92 Lee Aren
93 Luis E
94 Sherry L
95 Anthony K
96 Austin Taylor

97 Casey Danielle
98 Lesa D
99 Charles H
100 Kelly Alan
101 LaKetia Nicole
102 Lauren Haley
103 Anita L
104 Elizabeth Pauline
105 Priscilla H
106 Timothy
107 Shawn DuWayne
108 Ethan Watson
109 Denver Michael
110 David H
111 Mary Beth
112 Bettye Darlene
113 Richard Edwin
114 Charles J
115 Vanessa Hernandez
116 Christian B
117 David Brian
118 Nicholas B
119 David M
120 Michael Andrew
121 Trent Edward
122 William Alexander
123 David Charles
124 Christopher A
125 Joseph W
126 Crystal D
127 Timothy R
128 Daniel A
129 Jeffrey G
130 Jeff Ryan
131 Cynthia Jean
132 Robert S
133 Timothy A
134 Samantha
135 Roger Shane
136 James Franklin
137 Skylar Gudberto
138 Christopher R
139 Evan
140 William Antonio
141 Ashley Randal
142 Cathy D
143 Paula D
144 William B
145 Alice-Ann F
146 David K
147 Clinton B
148 Robert John
149 Emily Grace
150 Terry
151 Damon Lee

152 Haven Graham
153 Daniel A
154 Nicholas Landon
155 William C
156 Molly Lane
157 Monica Kimberly
158 Robin Michelle
159 Dal Bahadur
160 Joshua E
161 John Cayce
162 Cameron Joseph
163 Everette L
164 Joseph
165 Joshua Paul
166 Brooke
167 Karly Summer
168 Mikhayla Jordan
169 Melis
170 Jessie G
171 Mark F

Cynthia Barnes | Community Relations & Executive Projects Manager
CLARK Material Handling Company

T: 859-422-7405

C: 859-300-4707

E: cynthiabarnes@clarkmhc.com

www.clarkmhc.com





CFA
CPSC
EVENT #6

Lexington Fire Department Community Service Bureau

TRAINING ATTENDANCE ROSTER

Course CFA WEEK #2 EMS NIGHT

Date 09-04-2024

Instructor(s) TODD HASTON + SHANE BURGER

Location of Course FIRE TRAINING ACADEMY

Print First & Last Name	
1 Mel Fields	21 Amy Beasley Amy Beasley
2 JOE FARLESE	22 Todd Sander
3 Andrew Haglund	23 Todd Sander
4 Kaitlyn Wagner	24 Kim Sander
5 Sherry Kirkland	25 Ethan Coolidge
6 David Kirkland	26 Samuel Gorash
7 Kaitlyn Scott	27 Grace Leedingham
8 Bailey Faulconer (Blaine Hardscoe)	28
9 Lexiland	29
10 Eva Peterson	30
11 Alvin Werner	31
12 MAX BOYKO	32
13 Karen King	33
14 Hanna Vokatin	34
15 Hanna Vokatin	35
16 KAREN LIMA	36
17 Avshalom Chayim	37
18 Maxine Lee	38
19 John M. Thomas	39
20 Matthew Pobudo	40



CPSC
Event # 7

Lexington Fire Department Community Service Bureau

TRAINING ATTENDANCE ROSTER

Course Fire Prevention & Wellness Date 10/6/24

Instructor(s) Festival

Location of Course _____

Print First & Last Name	
1	21
2	22
3	23
4	24
5	25
6	26
7	27
8	28
9	29
10	30
11	31
12	32
13	33
14	34
15	35
16	36
17	37
18	38
19	39
20	40

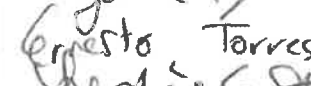
SEE
Attached
List

Joure Qadah
 Mass Qadah
 Vasin Qadah
 Selma Ahmed
 Khaled Qadah
 Rainer Botters
 Ernesto Torres Jr
 Henrik + Hannah Havery
 Lilly Dawson
 Natalie Fabian
 Aria Hernandez
 Avery Hernandez
 Avo Larson
 Evans Amoah
 Lynlee Smith
 Olivia Strode
 Railey Myers
 Neryah Myers
 Hazel Hammons
 Nora Hammons
 Jahri Hammons
 Sriana Panth
 Zee + Amelia Alarkev
 Felix Torres
 Chloe Buenaventra
 Stephan Buenaventra
 Remington Ingram
 Payette Nichols
 Kambri Nichols
 Vaelyn Nichols
 Ryann Taylor



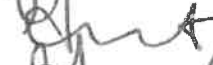


 Haling Abukadah

 Ernesto Torres
 (Heslie + Stuzie)

 Soeyll Heur

 Kate S
 Kate S
 Nicole Lyners
 Nicole Lyners
 Holly + Austin





Print: Child's Name

Signature of Parents or Guardians:

Jeslin Saud	Paul Belo
Suvarn Saud	Paul Belo
Caden Blankenship	} DP
Greer Blankenship	
Theodore Dunn	Mahul
Joseph Dunn	Mahul
Sharadi Karvi	Pr
Ambrose Hardin	Carlyslar
Winnie Hardin	Carlyslar
Yasin Iskan	Shir
Zeh Iskan	Star
Ali Iskan	Benn
Elmedas Dm	Ayhan
Orin Dm	Ayhan
Anneesh Dm	Ayhan
Bukages Dr	Ayhan
APRILISE MAY	DP
Kunig Wang	Murkerli
Mahan Pabhi	Mur
NOLF EARMANTYRAUS	Dm Can
BAILEY "	
LINCOLN ? WATSON	Cy
Jules Hill	DP
Laxmi Kafe	Laxmi
Janaki Chatead Bhatt	Janaki
Horton	Horton
Aminata	
Ibrahim	
Levaughn	
Stephanie	
Richard Vargas	Shelly - Ann
	Kelox TRUSTIN
	DP

Print: Child's Name

Signature of Parents or Guardians:

Yarely Abigail Gonzalez Salinas
Conardo Davis
Renardo Davis
Ricoanya Davis

Mom. Cesia Gonzalez S.

~~Conardo Davis~~

Ryan Chen
Riley Jiang
Jasper Jiang
Jonah

Qianwen Chen

Neveah Thornton
Marcos King
Katherine King
Raphael King
Elise Strauss

Nick Thornton

Monica M. King

Preeshu Korgankar
Mokshu Sharma
Lochlan Morgan
Ben Tschanz

~~Preeshu Korgankar~~

~~Mokshu Sharma~~

Chen Remy

Oliver Tschanz
Caitlin Tschanz

Marianny

Omie
Lamin
masi
Pabi
Ishq

Mariam
Natalie

Fato u
Poppy Crane
Otis Crane
~~Zainab~~ Skates

Yasmeen Avery
Mohamad Avery
Zayn Avery

Zainab Avery

Print: Child's Name

Signature of Parents or Guardians:

Graham Goldbach
 Marquan Mitchell
 Jazelle Mitchell
 Marcellus Ashford
 Makai
 Montae
 Gabby Spillman
 Genesis Gonzalez
 Amis Gonzalez
 Liana Dupuy
 Alison Anzica
 Mahrem, Aisha, Zeynep
 Arix Newt
 Agrim, Anushree
 Noel: Robin Jarvis
 Zoey & Kingston
 Bellmer
 Hasten
 Agiri
 Reia
 Keyli Leon
 Mrs Leon
 Lewis Webster
 Ada Webster
 Emmett Webster
 Kyaire Scarber
 Santosz Acharya
 Bibhan Khanaal
 Prexy Khanaal
 Sriamsh Gyawali
 Riyanesh Gyawali

Byron
 Maricela
 Maricela
 Brandy Ashford
 An Dwyer
 Armando Medina
 Maya Hemdel
 Dait Thomas
 Jarita Madisare
 Erika Laguna
 Erika Laguna
 Ki Wells
 Ke Wells
 Kim Wells
 C. Thomas
 B. Wells
 Bavender Khanaal
 Shree Ram Gyawali
 Rita Pantane

Print: Child's Name

Signature of Parents or Guardians:

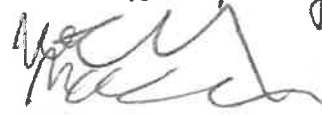
Ananya Pinnaboyana
Carson Mckenzie

Kuan Pinnaboyana
Ben McKenzie

Tikimaya Neupane
Brandon Craue

Shubhan, Sugam

Makaya Denton
Jayce Carter



Merna Wright

Kiran

Ashten Smith

Kiran

Bushra Yaglati
Kubra Yaglati
Esra Yaglati

Kiran

Ali Yaglati

Aubrey Sanford

Nataliah Sanford

Elsayed Mahmoud

Shymaa

Elsayed Iolcin

Shymaa

Gamail eldein Ali

Shymaa

Colton Lambert

Chris Lambert

Clayton Lambert

Linda Lambert

Chaseton Lambert

Lahena Lambert

Aunri Al-Amin

Asatta Al-Amin

Lillian Bachorn

Crist Santos

Cristina Santos

Colton & Emma Drake

Kelly Drake

Isaac Ishii

David De Leon

Lila & Kingston

Tamriel Thompson

April Thompson

Isaac Napier

Tanner Napier

Grant Rexroad

Nancy Sancedo

Aleanna Jahn

Brianna King

April Thompson

"

"

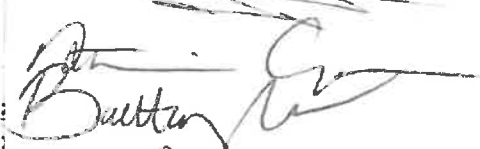
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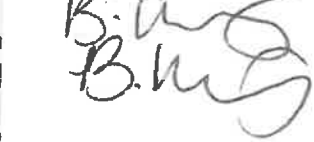
"

Print: Child's Name

Signature of Parents or Guardians:

Alexandra Bryan
Andrew Bryan
Averie Bryan
Finn Williams
Brycenn Higgins
Genius Guragain

Shreena Guragain
Ximena Morales
Bentley Gonzalez
Isaiah Oliver
Tyreeke Blair
Felix Brown
Simon Grant
Bryan Gramee
Dayan Ebondo
Ylan Ebondo
Johanna Ebondo
Believe Reese
Nessie Reese
Amarius Johnson
Alayah Johnson
JayQuan Johnson Jr
MyAngel Stuckey
Dean Abel McGuffey
Thomas & Andrew Scott
Declan Rolles & Siddhan
Ishan Kunwar / Aarav Kunwar
Maisie & William Arbuckle
Matida, Bunta, Pa Babou
Karamo, Kabir

Chelsey Ann
Landrine Karius
Landrine Karius
Landrine Karius
Landrine Karius
Landrine Karius
Amari Johnson
Amari Johnson
Amari Johnson
Tiara Nutter
Eliab Mersin
David & Kelsey Scott
Lillian Rolles
Bel Kunwar
Dana Arbuckle
Maimuna Sidibe
Maimuna Sidibe

Brenda Perez
Sharon Perez
Destiny Brake
Addison Brake
Alvin Baral
Alaina Baral
Alina Snapp
Wheeler Withers
Oliver Lynch
Addison Knapp
Tenisakaphle
Sagadisha Kaphle
Shristi Kafie
UTSav Kafie
Aria Westrick
Grey Rucker
Finn Goram
Ella Buckler
Kate Brooks
Prasiddhi Airee
Pranav Airee
Ridam Dumre
Ridisha Dumre
SRGE HITTESTH
Evangeline
Shibam Parajuli
Shiwani Parajuli
Izaiah Green
Samantha Green
Jaxtyn Johnson

Ismael Perez
Brendo Angeles
McKayla Bracke
McKayla Bracke
Alina Gunning

Melania Prayer
Y. Miller
Shari Fink
Self
Self.

Tolson
Joseph P. Mohr
Ashley Runk
Meyer Bond
Liz B
Liz B
996
996

~~Sub.~~
~~Sub.~~
Sub.

Jan Mir
Rabita
Shyam
Sarel Gn
Suzal Gn
Keneisha Jol

Print: Child's Name

Signature of Parents or Guardians:

KAY SHA CLARK
 Bernadine KAZEMBE
 Good Matembo
 Imayelle Matembo
 Abban Matembo
 Warren Elbert
 Bryce Elbert
 Grace, Joshua, Daniel, Luke
 Lennox, Eden, Piper
 Soeson Fat
 Claire Dunn
 Cadan Dunn
 Catherine Dunn
 Christopher Dunn
 Jace + Coll Blanton
 Zariah + Haven Bracke
 Freddie + Frank Fieco
 Sofia Chum
 Samik Chum
 Skyelar Smith
 Sunir Hale
 Brynlee Hale
 Braylon Hale
 Cayden Hale
 Garanthi Paluri ^{Saisakash}
^{Akareha Konjchi Konjchi}
 Sophia Battelli
 Elizabeth Keane
 Melynn Potter
 Celal Cox
 Kashon Embry
 Shanya Pimaboyana

Orville Stepp
 Dana Eys
 Dana Eys
 Dan Brem
 Travis Fat
 Cheri Du
 Cheri Du
 Cheri Du
 Cheri Du
 BB
 Kim Bracke
 Bethany Fieco Lisa Byham
 Divi
 Divi
 Sandra
 Tamika
 ↓
 2 Phravanthi
 Angela Keane
 Taylor Potter
 Shanna Cox
 Courtney Embry
 Kean Pimaboyana

Print: Child's Name

Signature of Parents or Guardians:

Jameson Campbell
Tasper
Benjamin Fungelide
Beatriz Fungelide
emily Gabriel
Sharon hernandez
Maddy hernandez
Elijah Faris
Samuel Faris
Manuelito ~~Serrano~~
Veronica Juere
Olaver Juere
Carl Holland
Alexander Holland
Jennifer Holland
Niklaus Agee
Anniya Williams
Braylen Davis
Joshua Ragland
Ellie Butler
Lincoln Butler
Roman Butler
Ayden Blier
Heaven Tuyisenge
Legend Edward
Lesari Edward
Xavier Cutwright
Eloise Yaman
Luka Ivetic

Nicole Campbell

Mareela Fungelide

Patricia Nana

Emilsa sales

Emilsa sales

Emilsa sales

Suzette Juere



Kelly King

Brittany Walker

Brittany Walker

Brittany Walker

Jared Williams

Emily Williams

Emily Williams

Jenifer Blier ~~Brett~~ Blier

Gabriella Blier

Daniel Tuyisenge

Tower 

Victoria Ortiz

Melanie Yaman

Adam Ivetic

Print: Child's Name

Signature of Parents or Guardians:

Emily
Phoenix Jasper
Will Auli
Jharana Dhakal
Sugam Prade Bhandari
Manish Bhattarai
Mandip
Judah Mitchell
Ash Leach
Elijah Krumler
HADLEY NAAS
Xai Apacan's
Yara Apacan's
Jakob Apacan's
Baekgeun Kim
Ryang Kim
Nikita Veehekari
ARTUR Veehekari
Liam O'Nan
Declan O'Nan
Charlee Sams
Morgan Johnson
Mason Johnson
Jackson Sams
Amelia Ramey
Leo Ramey
Liam Crowe
Kaylee Crowe
Griffin Howell
Emmett Howell
~~Emmett~~ NAKIAH brown

Paul
Yolanda walters
Cecilia
Munir Mitchell
Jonathan Leach
Taelyn Kim
Olivia V
Olivia V
Adrian
Adrian
Katie Sams
Katie Sams
Katie Sams
Katie Sams
Jessi Ramey
Eli Ramey
Tashira Crowe
Tashira Crowe
Jesse Howell
Jesse Howell
ashley sep

Print: Child's Name

Weston Oxendine
AJ Carson

ETHAN BUCKNER

ELLIOT BUCKNER

EVERETT BUCKNER

Aubrey Haskins

Jordan Haskins

Jaxon McCoy

Xander

Isabel

Isaac H.

Genby T.

Matthew V.

Hebeah V.

Edrico. vran.

Leland Schroeder

Langston Baya

Elliot Baya

Stamm, Stom

Erin Li

Daniel Li

Afua Arkorful

Raymond Arkorful

Raymond Arkorful Sr.

Rayaf K. Arkorful

Madence S.

Jeremiah/Mariah Reed

Viktorria C.

Perelope & Alie Tione

Ryker Rigney

Signature of Parents or Guardians:

Hannah Conley
Hannah Conley

BRIAN BUCKNER

BRIAN BUCKNER

BRIAN BUCKNER

Kelsie Perkins

Kelsie Perkins

Kelsie Perkins

Jane Vallen

James Vallen

Taylor Courtney

Taylor Courtney

Taylor //

Taylor //

Taylor //

Jessica Schroeder

Casey Baya

Ashley

Chang Li

Yun Te

TBSM S.

Olivia Goman

Dmytro C.

Isabella

Kendra Rigney

Print: Child's Name

Signature of Parents or Guardians:

Nelson
Sadrav
Dalton
Madison
ERIK
Alan Uriel
Samiya Wingate
Quitia Wingate
Legacy Arnold
Zion Turner
Zayn Turner
Zoey Turner
Briana Sulist
Haoran Docekel

Madison Weber
Hannah Claycomb
Eliana Webb
Hadley Adkins
Evie Adkin
Mija Kendall
Elliott Kendall
Amira Pooi Imperial
Anjise, Anaj, Alaya
Wes + Luke
Samuel Lazarus
Lucas Greene
Alora Green
Laila Dean
Angonis Dean
Aerlan

Signature
Signature
Signature
~~Signature~~
Christa Lewis
Christa Lewis
Rockelle Moore

Perry Turner
tennt
Sie
Bo + Sandy Bowling
Joshua Clayton
Sharon Hudson
Candace Martin

Rachel Elliott
Rachel Elliott
Flee
Mija Gassett
Signature
Signature
Signature
Signature

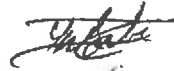
Print: Child's Name

Signature of Parents or Guardians:

Leila Morales
Isaac Morales
Hailey Morales
Natalie Morales
Easton Maynard
Mukiny Maynard
Yesica Santiz
Elena Hoga
Andres Driver
David Driver
Ayotunde Aluko
Ayobunwa Aluko
Kenzie Perkins
Jaylani Collins
Jasper Collins
Taytum Cummings
Mia Walker
Isla Herald
Connor Herald
Tyler Hogreht
Saisha
Shayna
Louis Ekapo
Elizabeth Pobles
Cayson Jones
EDWARDINE K
Jasmine Bm
Malum B
Tahira B
Luis Cid



Indith Maynard



Davidethia Gaster



Nich

Joh Herald

JM Herald

Ch Herald

Jules

Jelly

Therese



Justice Jones

CELINA K

Celia B

Tyler B

Alma Mortinez

Print: Child's Name

Signature of Parents or Guardians:

Kyson Combs
Evan Gibson
SEWERAGE CAISE
SETH STONE
Piper Ludwig
Hndror Ludwig
Guy Ludwig
Barera Srar
Haniya Nasreen
Zaedon Barker
ZUCUS Barker
JO Hamilton
Daylon Franklin
Leo Bentley
Lindsay Hancock
Eshan Desai
Emma Lipscombe
Maddison Lipscombe
OMAR NIAZI & SARAH NIAZI
Addilyn + Kathryn Bennett
William + Mango Witt
Roelynn Rogan
Matthias + Genevieve Servin
Adarsh Adhikari
Julian Gonzales
Amaris Gonzales
Isabel Gonzales

Anushka @AAYAN

EVANS Villanueva
Adhyayan



Matthew Ludwig
Samin
Samin
allius edelen
aluis edelen
aluis edelen
dillon Bennett
Jiri Bennett
Nick Hancock
Jia Jia
Jia Jia
Jia Jia
Hariz

Kathryn Witt
John and Danielle Rogan
Christina + Jorge Servin
Kapil Adhikari
MARIO Gonzales
Jasmin VIGAS


Anushka
Sa

Print: Child's Name

Signature of Parents or Guardians:

James Bunkhart
Jamilla Tichenor
Janelle Tichenor
Leslie Tichenor
Jasmin Woodard
Isabel Singer Little
Maya Isabelle
Molan Ernesto
Leah
HeNe
Keyanna
Kevinna

Emily Reyes
Cara Spaulding
Hallee Dunn
Ella Ross

Liam Ryker Xavier Ryker
Gael Rayza
Odin Nobles
Dax Nobles
Bodhi Nobles
Isabelle Stone

Adam, Malak, Naolseon
Kylan Claypool
Reagan Smith

Angel Mendoza Yleo Mendoza
Dayana Garcia Sosa
Elizabeth Tyson
Lee Elliott
Charlotte Moore
Allison Moore

~~James Bunkhart~~

Jasmin

Ernesto Valenzuela
Samanttha Valenzuela

Nkay Matema

Grey Spaulding
Alli Dunn

Leann Campbell
Ani

Danell Osborne
Janie Osborn
Danell Osborn
Janie Stone

Shannon Smith

Dayana

Alli Moore

Print: Child's Name

Signature of Parents or Guardians:

Charlotte Gilliland
Kylin Coleman
Katelyn Coleman
Princeton Hale
Waylon Hale

Sarah Gilliland
Zachary Wade
Mikiah Sumner
Krisita
Mikita

GARY STOKLEY

Jiho

Hiroto Taga

#Shoki taga

Charlotte + Cyrus Miller

Mira + Mackenzie

Shinnosuke Oama

Tamotsu Oama

Ayano Oama

Ryoma Oama

Gigi Buckler

Rei Wilhite

Avery Bagwell

Owen Ives

Diana + Nataly Chase

Elsie and Bo Mitchell

James Calob

Wesley Smith

Hurter Bernice

Tobias O'Brien

Skyler Hedges

Elizabeth Durham

Sonathan Durham

Makayla Hedges

Peggy Hedges

Naho Taga

Akihiro Taga

Akihiro Taga

Yuko & Andrew Wilhite

Kelly Ives

George Fr

George Fr

George Fr

George Fr

George Fr

George Fr

George Fr

George Fr

George Fr

George Fr

George Fr

George Fr

George Fr

George Fr

George Fr

George Fr

George Fr

Print: Child's Name

Signature of Parents or Guardians:

AARVIK GOUD.A

SAI GOUD.A

Hiro Sawada

Hiroshi Sawada

Riku Sanda

Himari Sawada

Arbor Mendenhall

Ava Neukam

Aria Neukam

Grayson Martinez

Hudson Martinez

Ryann William Tre William

Junko & Minkyu Kim

Yoshitaka.

Denise Ramirez-McRay

Amelia Ramirez-McRay

Elliott Allen

~~Alana~~ Navas

Gael Navas

Jaime Nino

Lyandro Cruz

Mohammed

Leyla

Yusef

Alex Khadk / Andras Khadk

Harper Abner

Molly Abner

Calden Garcia

~~Maria~~ Mariana Garcia

Mila Garcia

Aiden Felley

Liam Mellon



Katie Mendenhall

Jenn Neukam

Kent Neukam

Angie Martinez

Christian Martinez

Robert Williams

Bitna Ju.

Mari

Maha

Samuel Khadk

Sash Abner

Jamil Abner

Genevieve Delira

Juan Garcia



Print: Child's Name

Signature of Parents or Guardians:

Hannah, Caroline, Zathron Sharp
Vicente Viera
Keyli Viera
Marta Viera
Yostin Viera
Maya Warren
Logan Robertson
Latre Robertson
Edwin Velazquez
Wesley Velazquez
Jaden Velazquez
Nas Cowherd

Samson Hill

Braelyn Enrietti
Natalie Enrietti
Knox Enrietti
Cameron Blair

Lincoln Blair
Amaziyon Ansaah
Claire Polston

Wyatt T aylor
Weston T aylor
Walker T aylor
Jerrath T aylor

Joseph Keane
Judah Keane
Elizabeth Keane
Patrick Keane
Shopia Battelli
Aurelia Wade

Candace

Jose
Ana J
Claudia

Tamera Shannon/grandma
Clay Roberts

Yolanda Añez

Omer Cowherd

Alison Hlee

Alison Hlee

Alison Hlee

Alison Hlee

Claire Polston

Melissa & Michael
Melissa & Michael

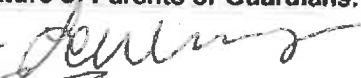
Angela Keane
John Keane

Kaschira Wade

Print: Child's Name

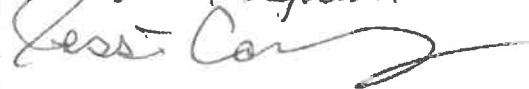
Signature of Parents or Guardians:

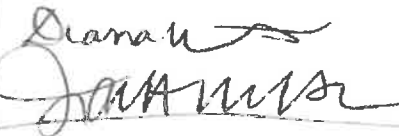
Corwelyn Annabell Schueck
Azai Daniel
Reid Graham
John Woodford
Taya Garmon
Max Becker
Odin Becker
Emin
Naomi
Gloria
Kosuke, Kento
Eeki + Fionn
Joshua Willis
Hosanna
Joanna
Hauken Willis
Cameron Wilson
Ryland
ERISON
Kysen
Kyrle
Braylee
Billy
Journey
Kiley
Isaac
Grace & Olivia
melani sofia
Daleza
Alyssa Harris
Cora Harris




Dee Nuckols
Lura Garrison
John Becker
Danne Becker
Lyudmila Fedorovskiy
Vadim

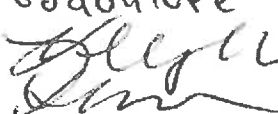
Nayoko Hasegawa







Devon Meene

Grant + Desirae
Juni Savage
Guadalupe Hernandez
Guadalupe Hernandez


Print: Child's Name

Signature of Parents or Guardians:

Lenslee Flores
Kyslee Flores
Mya Flores
Xavier Benson
Zakari Robertson
Bain Moore
Weston Fister
XAVIAN AIELDS
Ian Garland
Heaven Alber
Dylergh Alber
Jasmine Alber
Arthur Osborne
Damiir Williams
John L. Bayley
Jennifers Spencer
Addison Smith
Cora Jewell
Jemica Patton
Cate Johnson
Chloe Johnson
Mariana Cheneau H
Jameson Cantrell
Keana Santana
Luna Santana
Bailey Tabares
Sofia Tabares
Ace Martin
Hannah Sagar
Rachel Sagar

White

Cassie Benson
Cassie Benson
William Moore
Zachary
Michael F. Lutz
Brian Garland

Fonda Sexton

Daphne Williams
Bobby Spencer

ESM

Jessica Jewell

Jennifer Johnson

Jennifer Johnson

Maria Valencia

Rebeca Valencia

SO

SO

SO

SO

Mum

du

20

Print: Child's Name

Signature of Parents or Guardians:

Sofia Arabal

Jayson Arabal

Carlos Hernandez

Genesis Reyes

Chance Murphy

Ulaas Murphy

Caroline Murphy

George Evan

Kinley

Chloe Duruttja

Levi Duruttja

Joshua Eversole

DeWita Jones

~~Tosh~~ Evaline Bae

Sunwoo Jo

Hyeon woo Jo

Sunyoung Jo

Da Hyeon Jung

Kadence Voet

Riley Voet

Mason Strunk

Alivia Day

Jordan Day

Lukas Reckner

Emma Reckner

Harper Elrod

Lenora Green

Crystal Hilton

Rachel Beanland

Bryx Edwards

Jannah Edwards

Akanda H./.

Jonathan Murphy
Christine Murphy

Holly Le
Kusan

Lori Workman
Lori Workman
Kelly D Sussone

Tounsoo Bae/Toshiko

Jae yeon Kim

> Brandon Voet

> Amanda Day

> [Signature]

Madeline Elrod

Cynthia

[Signature]

[Signature]

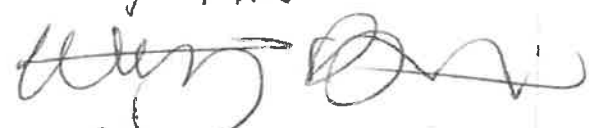
Wendy Williams
Wendy Williams

Print: Child's Name

Signature of Parents or Guardians:

Hidden Barley
Ty Hutchens
Vic Bradford
Aiden Columbia
Avery Johnson
Weston Tudor
Case Tudor
Hiroto Miwa
Adaleigh Burton
Wade Burton
Zane Soper
Zayden Soper
Himari Mitsushima
Sota ↑
Will Nare
Dawson Smith
Pam Nally
Michele Smith
David Smith
Kayston Carpenter
Kynlee Carpenter
Haru Kimura
Shun Kimura
Mayumi Kimura
Karane Rayburn
Conner Blair
Houston Blair
Cari Sherret
Emily Luckett
Dominic, Dominique, Levi Stross
Emily Acabul


as

Amy Johnson
Amy Johnson
BUTAN
Tetsuya Miwa


Ange 2.

MASHIN
MASHIN
MASHIN
MASHIN

Cari Sherret
Stephanie Bar
Alejandra Hernandez

Print: Child's Name

Signature of Parents or Guardians:

ISHYA RANA

Darey Clises

Urmila Thagunna

Nimoda Thagunna

Sarbbhi Bhattacharya

Kendall Faulkner

Sydney Hampton

Ben Hunter

Mattie Hunter

Evan Wese

Miles Ellich

Nahana Doykoka

Ashiyah M.

Dana M.

Lance M.

Andrew

Alexander

Samuel Brown

Rachel Edwards

Allison X

Luis X

Stephanie Sylvia

Chadwick

Kaladin

Brennan

ASH / X-Avi

Clotilde Abnadi

Urmila

Nimoda

Bina

Ben

Mattie

Evan

Miles

Nahana

Ashiyah

Dana

Lance

Andrew

Alexander

Samuel

Rachel

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Bina

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Miles

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Bina

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Mattie

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Andrew

Alexander

Samuel

Rachel

Allison

Luis

Stephanie

Chadwick

Kaladin

Brennan

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Urmila

Nimoda

Bina

Ben

Mattie

Evan

Miles

Nahana

Ashiyah

Dana

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Rachel

Allison

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Mattie

Evan

Miles

Nahana

Ashiyah

Dana

Lance

Andrew

Alexander

Samuel

Rachel

Allison

Luis

Stephanie

Chadwick

Kaladin

Brennan

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Clotilde Abnadi

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Chadwick

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Brennan

ASH / X-Avi

Clotilde Abnadi

Urmila

Nimoda

Bina

Ben

Mattie

Evan

Miles

Nahana



CPSC — Event 8
see attached roster

Lexington Fire Department Community Service Bureau

TRAINING ATTENDANCE ROSTER

Course Fire Safety Date 10/18/24

Instructor(s) _____

Location of Course 15 attendees

Print First & Last Name	
1	21
2	22
3	23
4	24
5	25
6	26
7	27
8	28
9	29
10	30
11	31
12	32
13	33
14	34
15	35
16	36
17	37
18	38
19	39
20	40

Katrina Mullins

Subject: Fire/Safety/Emergency Presentation for individuals with intellectual disability
Location: Fayette County Extension-1140 Harry Sykes Way
Start: Fri 10/18/2024 12:30 PM
End: Fri 10/18/2024 2:00 PM
Recurrence: (none)
Meeting Status: Meeting organizer
Organizer: 300 Fire
Required Attendees: LFD-Community Services
Optional Attendees: Katrina Mullins

WHAT: Fire/Safety/Emergency Presentation for individuals with intellectual disability

BUSINESS/SCHOOL: Fayette County Extension

ADDRESS: 1140 Harry Sykes Way

WHEN: 10/18/24

TIME: 1240-1340

NUMBER OF ATTENDEES: 30

EXTERNAL POC: Camille Skubik-Peplaski PhD OTR/L FAOTA
Department of Occupational Science and Occupational Therapy
Eastern Kentucky University
PHONE: (859) 338-2651
EMAIL: Camille.Skubik-Peplaski@eku.edu

Hello Katrina- We are still excited about a Fire Fighter's presentation on 10/18/24 at our Empowering Independence and Safety Day at the Fayette County Extension.

1. Could you please look at the attached flyer and have the speaker register to attend the event so we can have a boxed lunch to give you that day.
2. If you have a handout you want to share, can you please email Caroline at the Extension center (she is also on this email) and provide her the handout and she will have them copied.
3. The Extension center has Windows PC computers set up in the rooms so if you would bring your presentation on a flash drive you will be ready to present or you can email Caroline prior and she will have it on the computer for you.
4. If you prefer a Mac please email Caroline a week ahead and you will have to bring your computer to present from.
5. Is it possible for you to make a 1-page safety tip information sheet that attendees could take home with them. If you email it ahead to Caroline she will put all the sheets together into a packet.

If you have any questions please let me know. You are speaking at the 12:55pm-1:50 pm slot.

EXPECTATIONS OF EVENT: We are offering a day of education on different community safety topics to individuals with intellectual disabilities and their families. We would love if someone could present on Fire/Emergency and First Aide safety as we are working to increase these individuals independence in the community. I would love to talk to someone

EMPOWERING INDEPENDENCE AND SAFETY DAY



College of Agriculture,
Food and Environment
Cooperative Extension Service

This meeting is sponsored by the University of Kentucky Cooperative Extension Service. Our purpose is to provide an educational program to improve the quality of life in our community. Educational programs of Kentucky Cooperative Extension serve all people regardless of economic or social status and will not discriminate on the basis of race, color, ethnic origin, national origin, creed, religion, political belief, sex, sexual orientation, gender identity, gender expression, pregnancy, marital status, genetic information, age, veteran status, or physical or mental disability.

Being eighteen (18) years of age or over, my signature grants permission to the University of Kentucky and its affiliates and subsidiaries, including but not limited to the UK Alumni Association, UK Athletics Association, and UK Research Foundation, to interview, photograph, and/or videotape me; and/or to supervise any others who may do the interview, photography, and/or videotaping; and/or to use and/or permit others to use information from the aforementioned interview and/or the aforementioned images in educational and promotional activities for the UK Educational Publications/Videos, UK Electronics Publishing (e.g., World Wide Web), UK Promotion/Advertising, Local/Regional/National News Media (w/permission of UK) following without compensation.

The purpose of this questionnaire/form is to gather race, ethnicity, and gender information about persons who apply and participate in this Extension/USDA program. The information you provide will not be used when reviewing any application or when determining whether you are eligible to participate in this program. This is a voluntary questionnaire. You are not required to give this information, but we hope you will because the information you give will be used to improve the operation of this program, to help Extension/USDA design additional opportunities for program participation, and to monitor enforcement of laws that require equal access to this program for eligible persons. If you have previously provided your contact information, you only need to note your race, gender and ethnicity on the form. Your information will be kept private to the extent permitted by law. Thank you for your response.

Event Date: 10/18/2024
Location Address: 1140 Harry Sykes Way, Lexington, KY 40504

#	Name	Signature	Race	Gender	Ethnicity
1	ALLISON, MARIE				
2	BECKHAM, JEAN <i>Canard - Stomach bug</i>				
3	BRAY, LAURA	<i>Laura Bray</i>	W	F	W
4	BUTTREY, BRITTNEY				
5	CRAIG, MEGAN	<i>CX</i>			
6	CURTIS, DEBBIE				
7	HOUSTON, TODD	<i>Todd Houston</i>	W	M	W
8	LINSCOTT, JULIA	<i>Julia Linscott</i>	W	F	W
9	MEADOWS, PEYTON				
10	OVERSTREET, EMMA	<i>Emma Overstreet</i>	C	F	
11	POMEROY, ROBERT	<i>Robert Pomeroy</i>	W	M	

Race Legend : I = American Indian or Alaskan Native, A = Asian, B = Black or African American, N = Native Hawaiian or Other Pacific Islander, W = White, M = Multiracial, O = Other/Unknown
Gender Legend : M = Male, F = Female, O = Other/Unknown

EMPOWERING INDEPENDENCE AND SAFETY DAY



College of Agriculture,
Food and Environment
Cooperative Extension Service

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Event Date: 10/18/2024
Location Address: 1140 Harry Sykes Way, Lexington, KY 40504

#	Name	Signature	Race	Gender	Ethnicity
1	ALLISON, MARIE				
2	BECKHAM, JEAN <i>Carved - stomach bug</i>				
3	BRAY, LAURA	<i>Laura Bray</i>	W	F	W
4	BUTTREY, BRITTNEY				
5	CRAIG, MEGAN	<i>CX</i>			
6	CURTIS, DEBBIE				
7	HOUSTON, TODD	<i>[Signature]</i>	W	M	W
8	LINSCOTT, JULIA	<i>Julia Linscott</i>	W	F	W
9	MEADOWS, PEYTON				
10	OVERSTREET, EMMA	<i>Emma Overstreet</i>	C	F	
11	POMEROY, ROBERT	<i>Robert Pomeroy</i>	W	M	

Race Legend : I = American Indian or Alaskan Native, A = Asian, B = Black or African American, N = Native Hawaiian or Other Pacific Islander, W = White, M = Multiracial, O = Other/Unknown
Gender Legend : M = Male, F = Female, O = Other/Unknown

KENTUCKY KENTUCKY STATE UNIVERSITY

COOPERATIVE EXTENSION

Meeting: Empowering Independence & Safety Day

Location: FCEO Date: October 18, 2024

Purpose: Workshop

The purpose of this questionnaire/form is to gather race, ethnicity, and gender information about persons who apply and participate in this Extension/USDA program. The information you provide will not be used when reviewing any application or when determining whether you are eligible to participate in this program. This is a voluntary questionnaire. You are not required to give this information, but we hope you will because the information you give will be used to improve the operation of this program, to help Extension/USDA design additional opportunities for program participation, and to monitor enforcement of laws that require equal access to this program for eligible persons. If you have previously provided your contact information, you only need to note your race, gender and ethnicity on the form. Your information will be kept private to the extent permitted by law. Thank you for your response.

Name	Address	Email	Race *	Gender **	Hispanic ***
EMILY FANNING	111 WESTWOODS DR GEORGETOWN, KY 40324	emilyfanning202@gmail.com	W	F	N
Name	Address	Email	Race *	Gender **	Hispanic ***
Name	Address	Email	Race *	Gender **	Hispanic ***
Name	Address	Email	Race *	Gender **	Hispanic ***
Name	Address	Email	Race *	Gender **	Hispanic ***
Name	Address	Email	Race *	Gender **	Hispanic ***
Name	Address	Email	Race *	Gender **	Hispanic ***

*W=White, B=Black or African American, A=Asian/Pacific Islander, N=Native American Indian/Alaska Native, M=Multi/Two or More Races, O=Other/Choose Not to Identify

**M=Male, F=Female, C=Choose not to identify
***Y=Yes, N=No

(Disclosure of address, email, race, gender
And/or ethnicity is voluntary)

Educational programs of Kentucky Cooperative Extension serve all people regardless of economic or social status and will not discriminate on the basis of race, color, ethnic origin, national origin, creed, religion, political belief, sex, sexual orientation, gender identity, gender expression, pregnancy, marital status, genetic information, age, veteran status, or physical or mental disability. University of Kentucky, Kentucky State University, U.S. Department of Agriculture, and Kentucky Counties, Cooperating.



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Invoice # [Go](#)
[Advanced Search](#)

Purchase Order #CPS-61320624S0016

Revision #0

Important: Mark all packages with Purchase Order number or Contract number shown here

Status: Open

[Print](#) | [Related Documents](#) | [History](#)

Invoice Status

- ▶ [Draft](#)
- ▶ [Pending Submission](#)
- ▶ [Pending Approval](#)
- ▶ [Approved to Pay](#)
- ▶ [Scheduled to Pay](#)
- ▶ [Paid](#)
- ▶ [Paid Returned](#)
- ▶ [SAM Expired](#)
- ▶ [In Exception](#)
- ▶ [Rejected](#)
- ▶ [Denied](#)
- ▶ [Voided](#)
- ▶ [eFile Status](#)

BPD- Accounts Payable Branch	Issuing Office: BPD- Accounts Payable Branch CPS-US CONSUMER PRODUCT SAFETY COMMISSION CONSUMER PRODUCT SAFETY COMMISSION 4330 EAST WEST HIGHWAY BETHESDA MD 20814	Ship to: See individual schedule items on the PO for ship to information.	PO Date: Jun 20, 2024 Order Number: CPS-61320624S0016 Contract No: CPS-61320624S0016 Subject to: Subject to terms and conditions of above numbered contract
LEXINGTON-FAYETTE URBAN COUNTY GVT	Supplier: LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT LEXINGTON-FAYETTE URBAN COUNTY GVT 200 E MAIN ST LEXINGTON KY 40507-1315	Buyer Name: Buyer Phone: Buyer Email: Contracting Officer: Phone: Email: CO Representative: MARTINEZ, JACQUELINE/WALKER, JODY Phone: Email: Appropriations Data: FOB point: Place of Inspection: Acceptance: Deliver on or before: Payment Terms: N/30 PROMPT PAY Total Amount: 5,000.00 Currency: USD	
Internal Route: IPP Mandate: Y			

Line #	Revision #	Item Code	Description	Quantity	Unit Price	Unit of Measure (Type)	Total Price	Schedules
1	0		Services to be performed in accordance with attached Statement of Work.	5,000.00	1.00	EACH (G)	5,000.00	Schedules
Showing 1 of 1								
Sub-total: Total Freight: Total Misc: Total Taxes:							5,000.00 0.00 0.00 0.00	
(Totals apply to full purchase order)							Grand Total:	5,000.00

Comments:

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RESOLUTION NO. _____ - 2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, TO ACCEPT A GRANT FROM THE CONSUMER PRODUCT SAFETY COMMISSION 2024 FIRE SAFETY PROGRAM OF \$5,000.00 IN FEDERAL FUNDS IN ORDER TO PURCHASE SUPPLIES FOR A FIRE SAFETY AND PREVENTION PROJECT, THE ACCEPTANCE OF WHICH DOES NOT OBLIGATE THE URBAN COUNTY GOVERNMENT FOR THE EXPENDITURE OF FUNDS, AND AUTHORIZING THE MAYOR TO TRANSFER UNENCUMBERED FUNDS WITHIN THE GRANT BUDGET.

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

Section 1 - That the Mayor, on behalf of the Urban County Government, be and hereby is authorized and directed to accept a grant from the Consumer Product Safety Commission 2024 Fire Safety Program of \$5,000.00 in federal funds in order to purchase supplies for a Fire Safety and Prevention Project, the acceptance of which does not obligate the Urban County Government for the expenditure of funds.

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

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

PASSED URBAN COUNTY COUNCIL:

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

RESOLUTION NO. 588 - 2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, TO ACCEPT A GRANT FROM THE CONSUMER PRODUCT SAFETY COMMISSION 2024 FIRE SAFETY PROGRAM OF \$5,000.00 IN FEDERAL FUNDS IN ORDER TO PURCHASE SUPPLIES FOR A FIRE SAFETY AND PREVENTION PROJECT, THE ACCEPTANCE OF WHICH DOES NOT OBLIGATE THE URBAN COUNTY GOVERNMENT FOR THE EXPENDITURE OF FUNDS, AND AUTHORIZING THE MAYOR TO TRANSFER UNENCUMBERED FUNDS WITHIN THE GRANT BUDGET.

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

Section 1 - That the Mayor, on behalf of the Urban County Government, be and hereby is authorized and directed to accept a grant from the Consumer Product Safety Commission 2024 Fire Safety Program of \$5,000.00 in federal funds in order to purchase supplies for a Fire Safety and Prevention Project, the acceptance of which does not obligate the Urban County Government for the expenditure of funds.

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

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

PASSED URBAN COUNTY COUNCIL: November 21, 2024



MAYOR

ATTEST:



CLERK OF URBAN COUNTY COUNCIL



Lexington-Fayette Urban County Government Master

200 E. Main St
Lexington, KY 40507

File Number: 1112-24

File ID: 1112-24

Type: Resolution

Status: Approved

Version: 2

Contract #:

In Control: Urban County
Council

File Created: 11/01/2024

Final Action: 11/21/2024

File Name: Request Council authorization to accept an additional award in the amount of \$16,221.72, from the Kentucky Department of Education/Division of School and Community Nutrition for participation in the U.S. Department of Agriculture's Child Care Food Program

Title: A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute an Agreement with the Ky. Dept. of Education/Div. of School and Community Nutrition to accept an additional award of \$16,221.72 in Federal funds for participation in the United States Dept. of Agriculture's Child Care Food Program, for provision of breakfast, lunch, and supplements at free and reduced rates to infants and toddlers attending the Family Care Center's Child Care and Pre-School Programs in FY 2025, the acceptance of which does not obligate the Urban County Government to the expenditure of funds, and authorizing the Mayor to transfer unencumbered funds within the Grant Budget. [Div. of Family Services, Horton-Holt]

Notes:

Sponsors:

Enactment Date: 11/21/2024

Attachments: 25-Blue Sheet Memo FCC CACFP,
CHD_CR_FD_2024 Revenue BA, BA 13353 add'l
funds, RESO 1112-24 (Child Care Food Program)
4877-8656-9691 v.2.docx, R-589-2024

Enactment Number: R-589-2024

Deed #:

Hearing Date:

Drafter: Katrina James

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
2	Urban County Council Work Session	11/12/2024	Approved and Referred to Docket	Urban County Council	11/14/2024		Pass
2	Urban County Council	11/14/2024	Received First Reading	Urban County Council	11/21/2024		
2	Urban County Council	11/21/2024	Approved				Pass

Text of Legislative File 1112-24

Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute an Agreement with the Ky. Dept. of Education/Div. of School and Community Nutrition to accept an additional award of \$16,221.72 in Federal funds for participation in the United States Dept. of Agriculture's Child Care Food Program, for provision of breakfast, lunch, and supplements at free and reduced rates to infants and toddlers attending the Family Care Center's Child Care and Pre-School Programs in FY 2025, the acceptance of which does not obligate the Urban County Government to the expenditure of funds, and authorizing the Mayor to transfer unencumbered funds within the Grant Budget. [Div. of Family Services, Horton-Holt]

Summary

Authorization to accept an additional award in the amount of \$16,221.72, from the Kentucky Department of Education/Division of School and Community Nutrition for participation in the U.S. Department of Agriculture's Child Care Food Program for provision of breakfast, lunch, and supplements at free and reduced rates to infants and toddlers attending the Family Care Center's child care and pre-school Programs. No match is required. (L1112-24)
(Horton-Holt/Allen-Bryant)

Budgetary Implications: Yes

Advance Document Review:

Law: N/A

Risk Management: N/A

Fully Budgeted: Budget amendment is in process

Account Number: 3100-606401-6403-75102

This Fiscal Year Impact: \$ 16,221.72

Annual Impact: \$0

Project: CHD_CR_FD_2024

Activity: FED_GRANT

Budget Reference: 2024

Current Balance:



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

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

DATE: October 31, 2024

**SUBJECT: Acceptance of Additional Award from US Department of Agriculture FY2024
Child Care Food Program for the Family Care Center**

Request: Council authorization to accept additional award in the amount of \$16,221.72, to the Kentucky Department of Education/Division of School and Community Nutrition for participation in the U.S. Department of Agriculture's Child Care Food Program for provision of breakfast, lunch, and supplements at free and reduced rates to infants and toddlers attending the Family Care Center's child care and pre-school programs. No match is required.

Purpose of the Request: On October 12, 2023 (Resolution 558-2023), Council approved to accept \$79,000 award from the Kentucky Department of Education/Division of School and Community Nutrition for participation in the U.S. Department of Agriculture's Child Care Food Program. In July 2024, the USDA increased the reimbursement per meal rate. In addition, an increase in infants and toddler attendance in the FCC's programs resulted in additional revenue received over the initial award estimate of \$79,000.

What is the cost in this budget year and future budget years? \$16,221.72 has been awarded for FY2024. No matching funds are required. Future funding is dependent upon availability of grant funding.

Are the funds budgeted? Budget amendment is in process. 3100-606401-6403-75102
CHD_CR_FD_2024 FED_GRANT 2024

File Number: 1112-24

Director/Commissioner: Horton-Holt/Allen-Bryant



Original Award Estimate: \$79,000 Actual Award: \$95,221.72

Fund	Dept	Account	Account Description
3100	606401	44010	Intergovernmental - Federal
3100	606401	45911	Transfer From General Service
3100	606401	45924	Transfer From Grants

Revenue Received

GRANT NAME	PT. END. DATE	AMOUNT
CHD_CR_FD_2024	9/30/2024	7,842.48
CHD_CR_FD_2024	8/31/2024	6,447.02
CHD_CR_FD_2024	7/31/2024	6,700.86
CHD_CR_FD_2024	6/30/2024	5,522.90
CHD_CR_FD_2024	5/31/2024	8,979.98
CHD_CR_FD_2024	4/30/2024	8,928.00
CHD_CR_FD_2024	3/31/2024	9,423.92
CHD_CR_FD_2024	2/29/2024	9,307.31
CHD_CR_FD_2024	1/31/2024	7,704.15
CHD_CR_FD_2024	12/31/2023	6,808.09
CHD_CR_FD_2024	11/30/2023	8,399.64
CHD_CR_FD_2024	10/31/2023	9,157.37
	Total Received	95,221.72
	Grant Award	79,000.00
	Amount needed	16,221.72

Difference: \$16,221.72

Project	Revenue Estimate	BA to Increase Federal Revenue Award
CHD_CR_FD_2024	79,000.00	\$ 16,221.72
CHD_CR_FD_2024	113,500.00	
CHD_CR_FD_2024	0	

Date Rec'd Federal Revenue

10/18/2024
9/20/2024
8/26/2024
7/19/2024
6/14/2024
5/17/2024
4/23/2024
3/15/2024
2/28/2024
1/22/2024
12/18/2023
11/22/2023

Child & A Claim Year 5

11475 Status: Active
Lexington Fayette Urban Co Government
DBA:
200 E MAIN ST
LEXINGTON, KY 40507-1310
Type of Agency: Private Non Profit Organization
Agreement Type: Independent Center

Claim Month	Adj Number	Claim Status
<u>Oct 2023</u>	0	Processed
<u>Nov 2023</u>	0	Processed
<u>Dec 2023</u>	0	Processed
<u>Jan 2024</u>	0	Processed
<u>Feb 2024</u>	0	Processed
<u>Mar 2024</u>	0	Processed
<u>Apr 2024</u>	0	Processed
<u>May 2024</u>	0	Processed
<u>Jun 2024</u>	0	Processed
<u>Jul 2024</u>	0	Processed
<u>Aug 2024</u>	0	Processed
<u>Sep 2024</u>	0	Processed

**Adult Care Food Program
Summary for 2023 - 2024**

Date Received	Date Processed	Earned Amount
11/14/2023	11/16/2023	\$9,157.37
12/11/2023	12/11/2023	\$8,399.64
01/10/2024	01/12/2024	\$6,808.09
02/09/2024	02/20/2024	\$7,704.15
03/07/2024	03/08/2024	\$9,307.31
04/09/2024	04/16/2024	\$9,423.92
05/07/2024	05/13/2024	\$8,928.00
06/07/2024	06/10/2024	\$8,979.98
07/10/2024	07/12/2024	\$5,522.90
08/14/2024	08/16/2024	\$6,700.86
09/13/2024	09/13/2024	\$6,447.02
10/08/2024	10/14/2024	\$7,842.48
Year to Date Totals		\$95,221.72

..... *

0. *

..0..

95,221.72 +

79,000. -

16,221.72 *

16,221.72

..... *

LFUCG Budget Amendment Request Form

Requester: Moore,Celia E Date: 11/05/2024 Status: Pending Approval Amend Nbr: 13353

Business Unit: LFUCG Journal Date: 11/05/2024 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 3100	606401	6403	75102	Food And Household Items	16,221.72	059240	059223	

▼ Revenue Accounts

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

Fund	Dept	Section	Account	Description	Amount	Division	Department	Journal ID
1 3100	606401	6403	44010	Intergovernmental - Federal	16,221.72	059240	059223	

▶ Project/Grant Revenue

▶ Project/Grant Expenditures

Comments:

To budget additional funds awarded on CHD_CR_FD_2024 for fiscal year 2024

Net Amend Amt: 0.00

Submit for Approval

RESOLUTION NO. _____ - 2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT WITH THE KENTUCKY DEPARTMENT OF EDUCATION/DIVISION OF SCHOOL AND COMMUNITY NUTRITION TO ACCEPT AN ADDITIONAL AWARD OF \$16,221.72 IN FEDERAL FUNDS FOR PARTICIPATION IN THE UNITED STATES DEPARTMENT OF AGRICULTURE'S CHILD CARE FOOD PROGRAM, FOR PROVISION OF BREAKFAST, LUNCH, AND SUPPLEMENTS AT FREE AND REDUCED RATES TO INFANTS AND TODDLERS ATTENDING THE FAMILY CARE CENTER'S CHILD CARE AND PRE-SCHOOL PROGRAMS IN FY 2025, THE ACCEPTANCE OF WHICH DOES NOT OBLIGATE THE URBAN COUNTY GOVERNMENT TO THE EXPENDITURE OF FUNDS, AND AUTHORIZING THE MAYOR TO TRANSFER UNENCUMBERED FUNDS WITHIN THE GRANT BUDGET.

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

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute an agreement with the Kentucky Department of Education, Division of School and Community Nutrition to accept an additional award of \$16,221.72 in Federal funds for participation in the United States Department of Agriculture's Child Care Food Program, for provision of breakfast, lunch, and supplements at free and reduced rates to infants and toddlers attending the Family Care Center's child care and pre-school programs in FY 2025, the acceptance of which does not obligate the Lexington-Fayette Urban County Government for the expenditure of funds.

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

1112-24:WR:4877-8656-9691, v. 2

RESOLUTION NO. 589 - 2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT WITH THE KENTUCKY DEPARTMENT OF EDUCATION/DIVISION OF SCHOOL AND COMMUNITY NUTRITION TO ACCEPT AN ADDITIONAL AWARD OF \$16,221.72 IN FEDERAL FUNDS FOR PARTICIPATION IN THE UNITED STATES DEPARTMENT OF AGRICULTURE'S CHILD CARE FOOD PROGRAM, FOR PROVISION OF BREAKFAST, LUNCH, AND SUPPLEMENTS AT FREE AND REDUCED RATES TO INFANTS AND TODDLERS ATTENDING THE FAMILY CARE CENTER'S CHILD CARE AND PRE-SCHOOL PROGRAMS IN FY 2025, THE ACCEPTANCE OF WHICH DOES NOT OBLIGATE THE URBAN COUNTY GOVERNMENT TO THE EXPENDITURE OF FUNDS, AND AUTHORIZING THE MAYOR TO TRANSFER UNENCUMBERED FUNDS WITHIN THE GRANT BUDGET.

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

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute an agreement with the Kentucky Department of Education, Division of School and Community Nutrition to accept an additional award of \$16,221.72 in Federal funds for participation in the United States Department of Agriculture's Child Care Food Program, for provision of breakfast, lunch, and supplements at free and reduced rates to infants and toddlers attending the Family Care Center's child care and pre-school programs in FY 2025, the acceptance of which does not obligate the Lexington-Fayette Urban County Government for the expenditure of funds.

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

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

PASSED URBAN COUNTY COUNCIL: November 21, 2024

Linda Gorton

MAYOR

ATTEST:

Alan

CLERK OF URBAN COUNTY COUNCIL

1112-24:WR:4877-8656-9691, v. 2



Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 1113-24

File ID: 1113-24

Type: Resolution

Status: Approved

Version: 2

Contract #: 326-2024

In Control: Urban County
Council

File Created: 11/04/2024

File Name: LPD VOCA Nurse Contract

Final Action: 11/21/2024

Title: A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute a Professional Service Agreement with Marinda Beasley, for Forensic Nursing Advocate at a cost not to exceed \$46,816. [Div. of Police, Weathers]

Notes: In office 11/26/2024. MS

Stamped and filed in the CCO. Returned to Celia Moore 11/26/2024. MS

Sponsors:

Enactment Date: 11/21/2024

Attachments: 25- Blue Sheet Memo VOCA Police, Beasley -
Forensic Nursing Advocacy Agreement, 1113-24
nurse beasley 4883-6994-0985 v.1.doc, R-590-2024

Enactment Number: R-590-2024

Deed #:

Hearing Date:

Drafter: Celia Moore

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
2	Urban County Council Work Session	11/12/2024	Approved and Referred to Docket	Urban County Council	11/14/2024		Pass
2	Urban County Council	11/14/2024	Received First Reading	Urban County Council	11/21/2024		
2	Urban County Council	11/21/2024	Approved				Pass

Text of Legislative File 1113-24

Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute a Professional Service Agreement with Marinda Beasley, for Forensic Nursing Advocate at a cost not to exceed \$46,816. [Div. of Police, Weathers]

Summary

Authorization to execute a Professional Service Agreement with Marinda Beasley to serve as a Contract Forensic Nursing Advocate, for the purpose of providing direct advocacy services to sexual assault victims and will provide evaluation and archiving services to

secure and modernize non-digital sexual assault case files. At a cost not to exceed \$46,816.
Funds are Budgeted. (L1113-24) (Weathers/Armstrong)

Budgetary Implications: Yes

Advance Document Review:

Law: Yes, Completed by Michael Sanner, 11/4/2024

Risk Management: NA

Fully Budgeted: Yes

Account Number: 3140-505506-5561-71299

This Fiscal Year Impact: \$46,816

Annual Impact: \$0

Project: VOCA_2025

Activity: FED_GRANT

Budget Reference: 2025

Current Balance: \$47,116 Budgeted for all nurses



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

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

DATE: NOVEMBER 4, 2024

**SUBJECT: Professional Services Agreement: Contract Forensic Nursing Advocates for
Fiscal Year 2025**

Request: Council authorization to execute a Professional Service Agreement with Marinda Beasley to serve as a Contract Forensic Nursing Advocate and will be scheduled based on availability. The funds are budgeted in VOCA_2025 for the purpose of providing direct advocacy services to sexual assault victims and will provide evaluation and archiving services to secure and modernize non-digital sexual assault case files.

This Professional Service Agreement will have a term from November 21, 2024 – September 30, 2025. Future term years are dependent on available grant funds. Professional Service Agreement terms are effective until terminated by LFUCG or Contract Forensic Nurse, which either party may do at any time, without cause and without notice.

Purpose of Request: The Lexington-Fayette Urban County Government has received funding from Victims of Crime Act (VOCA) 2024 from the Kentucky Justice Cabinet to implement a Forensic Nursing Advocacy Program. The purpose is to support the efforts of the agency's current Sexual Assault Nurse Examiner (SANE) Program by providing a timely follow-up with sexual assault survivors and reviewing and digitally archiving historical sexual assault case files. Project activities include conducting follow-up with survivors, connecting survivors with resources, utilizing digitization equipment, reviewing historical SANE files and archiving files.

What is the cost in this budget year and future budget years? \$46,816.00 is established for FY25 for contracted professionals. No costs are anticipated in future budget years.

Are the funds budgeted? Yes, 3140-505506-5561-71299 VOCA_2025 FED_GRANT

File Number: 1113-24

Director/Commissioner: Weathers/Armstrong



PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT, made and entered into on the 21st day of November 2024, and between the Lexington-Fayette Urban County Government, an urban county government of the Commonwealth of Kentucky pursuant to KRS Chapter 67A, and located at 200 East Main Street, Lexington, Fayette County, Kentucky 40507 (hereinafter referred to as "Government") and Marinda Beasley, 1237 Spring Run Road, Lexington, KY 40514 (hereinafter referred to as "Contractor")

WITNESSETH

WHEREAS, the Government has been awarded federal funds from the Commonwealth of Kentucky Justice Cabinet for the implementation and operation of a Forensic Nursing Advocacy Program;

WHEREAS, the Government seeks qualified Forensic Nursing Advocates willing to provide advocacy and administrative services in support of the Lexington Police Department's Sexual Assault Nurse Examiner (SANE) Program;

WHEREAS, the Contractor has been selected as an independent contractor for the performance of advocacy and administrative services;

WHEREAS, the parties have negotiated the Contractor's rate of pay;

NOW THEREFORE, in consideration of the foregoing and mutually agreed upon promises, conditions and covenants hereinafter set forth, the parties hereto agree as follows:

SECTION I

OBLIGATIONS OF GOVERNMENT

1. Government agrees to pay Contractor \$220.00 for each scheduled work shift. A "work shift" is defined as a 4-hour period agreed to by both the Contractor and the Government in which the Contractor performs advocacy and administrative services. Payment shall be made within 30 days of invoice.
2. Government agrees to reimburse Contractor in an amount not to exceed the reasonable cost of a prepaid annual premium for herein described medical liability insurance upon receipt of certificate of insurance and submission of invoice. Reimbursement shall be made within 30 days of invoice.
3. Government agrees to pay Contractor for the preparation and provision of professional testimony in a court of law in the amount of \$150 per request. Payment shall be made within 30 days of invoice.

SECTION II

OBLIGATIONS OF CONTRACTOR

1. Contractor agrees to provide his or her availability weekly and to otherwise consult with the Government's Sexual Assault Nurse Examiner Manager to establish the Contractor's work shifts based on the Contractor's availability and the Government's needs.
2. The Government's Sexual Assault Nurse Examiner Manager shall supervise the Contractor's performance of advocacy and administrative duties to ensure high standards are maintained.
3. Contractor agrees to initiate prompt follow-up contact with Sexual Assault Survivors, contact local resources to address survivor post-examination needs, review and evaluate historical case files, provide follow-up forensic and investigative recommendations, use digitization equipment and software to archive historical case files, and complete daily activity reports.
4. Contractor agrees to participate in training coordinated by the Sexual Assault Nurse Examiner Manager related to nursing and advocacy topics.
5. Contractor agrees to cooperate with the Government's Division of Police, all other law enforcement agencies utilizing the services, all county attorneys, all Commonwealth Attorneys, the Bluegrass Rape Crisis Center, and employees of the Saint Joseph Health System. Contractor agrees to maintain medical liability insurance, throughout the term of the Agreement, in the principal amount of not less than Five Hundred Thousand (\$500,000) Dollars per occurrence and One Million (\$1,00,000) Dollars aggregate, per policy year, for any act or omission in the furnishing of professional medical services. Said policy of insurance shall name the Lexington-Fayette Urban County Government and Saint Joseph Health System as 'additional insureds' thereunder. Contractor shall negotiate and contract with an insurance company for this coverage and deliver proof of insurance to the Government. If this Agreement is terminated before the expiration of the prepaid period by either party for any reason, insurance shall be cancelled with pro rata amount being refunded to the Government.
6. Contractor agrees to submit invoices to the Government for all work shifts at least once per month, no later than the tenth day of the following month.
7. As criminal cases may take a significant amount of time to be adjudicated, Contractor agrees to maintain contact with the Government for a period of three years following termination of his or her agreement, at no additional cost. Such contact includes but is not necessarily limited to notification of current home address, telephone number, and place of employment for the three-year period. Contractor agrees to comply with all subpoenas for all cases in which he or she performed examinations for the three-year period at no additional cost.

SECTION III

GENERAL CONDITIONS

1. This Agreement shall be effective from November 21, 2024 through September 30, 2025.
2. This Agreement may be terminated by either party for any reason upon thirty (30) written day notice to the other party. In the event of termination, the Contractor shall be paid in full for all services performed to the date of such termination in accordance with Section I, Paragraph 1 and Paragraph 2.

3. The Government acknowledges and agrees that this professional services agreement shall not in any way interfere with or prevent the engagement of the Contractor in other employment, presently or otherwise. Such other employment is not to interfere with the performance of duties under this Professional Services Agreement.
4. The Contractor acknowledges that he or she is an independent contractor under this agreement and not any employee of the Government for any purpose.
5. The Contractor certifies, in accordance with Executive Order 12549 (Debarment and Suspension February 18, 1986) that to the best of his or her knowledge and belief, that he or she:

Is not presently debarred, suspended, proposed for debarment, declared negligible, or voluntarily excluded from covered transactions or contract by and Federal department or agency for noncompliance with the Federal Labor Standards, Title VI of the Civil Rights Act of 1964 as amended, Executive Order 11246 as amended or any other federal law;

- a. Has not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against his or her for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - b. Is not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (a) of this certification; and
 - c. Has not within a three-year period preceding this proposal had one or more public (Federal, State, or local) transactions or contracts terminated for cause or default.
6. This Professional Services Agreement represents the entire and integrated agreement between the Government and the Contractor and supersedes all prior negotiations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Contractor and the Government.
 7. This Agreement shall be governed by the laws of the Commonwealth of Kentucky.

[INTENTIONALLY LEFT BLANK. SIGNATURE PAGE TO FOLLOW]

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

LEXINGTON-FAYETTE URBAN COUNTY

GOVERNMENT

BY: _____
Linda Gorton, Mayor

ATTEST:

Clerk of the Urban County Council

CONTRACTOR

BY: _____
Marinda Beasley

RESOLUTION NO. ____-2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A PROFESSIONAL SERVICE AGREEMENT WITH MARINDA BEASLEY, FOR FORENSIC NURSING ADVOCATE AT A COST NOT TO EXCEED \$46,816.00.

—

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 the Professional Service Agreement, which is attached hereto and incorporated herein by reference, with Marinda Beasley, for forensic nursing advocate.

Section 2 - That an amount, not to exceed the sum of \$46,816.00, be and hereby is approved for payment to Marinda Beasley, from account #3140-505506-71299.

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

RESOLUTION NO. 590 -2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A PROFESSIONAL SERVICE AGREEMENT WITH MARINDA BEASLEY, FOR FORENSIC NURSING ADVOCATE AT A COST NOT TO EXCEED \$46,816.00.

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 the Professional Service Agreement, which is attached hereto and incorporated herein by reference, with Marinda Beasley, for forensic nursing advocate.

Section 2 - That an amount, not to exceed the sum of \$46,816.00, be and hereby is approved for payment to Marinda Beasley, from account #3140-505506-71299.

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

PASSED URBAN COUNTY COUNCIL: November 21, 2024

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL



Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 1116-24

File ID: 1116-24

Type: Resolution

Status: Approved

Version: 1

Contract #: 322-2024

In Control: Urban County
Council

File Created: 11/04/2024

File Name: Release of Claims Agreement - Retired Police
Canines Roxy & Tilly

Final Action: 11/21/2024

Title: A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute a Release of Claims Agreement with Officer Jarvis Harris, for care of Retired Canines Roxy and Tilly. [Div. of Police, Weathers]

Notes: In office 11/8/2024. MS

Stamped and filed in the CCO. Returned to Renita Happy 11/22/2024. MS

Sponsors:

Enactment Date: 11/21/2024

Attachments: Cover Memo - Release of Claims Agreement - Roxy & Tilly.pdf, Release of Claims Agreement - Canine Roxy.pdf, FA-9 - Roxy.pdf, Release of Claims Agreement - Canine Tilly.pdf, FA-9 - Tilly.pdf, 1116-24 release of claims 4867-3888-3574 v.1.doc, R-591-2024, C-322-2024

Enactment Number: R-591-2024

Deed #:

Hearing Date:

Drafter: Renita Happy

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	11/12/2024	Approved and Referred to Docket	Urban County Council	11/14/2024		Pass
1	Urban County Council	11/14/2024	Received First Reading	Urban County Council	11/21/2024		
1	Urban County Council	11/21/2024	Approved				Pass

Text of Legislative File 1116-24

Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute a Release of Claims Agreement with Officer Jarvis Harris, for care of Retired Canines Roxy and Tilly. [Div. of Police, Weathers]

Summary

Authorization to enter into a Release of Claims Against the Lexington-Fayette Urban County Government (LFUCG) Agreement. This Agreement will allow the Lexington Police Department to release retired Canine Roxy and Canine Tilly to Officer Jarvis Harris. No Budgetary impact. (L1116-24) (Weathers/Armstrong)

Budgetary Implications: NO

Advance Document Review:

Law: No

Risk Management: No

Fully Budgeted: N/A

Account Number: N/A

Year Impact: \$ -0-

Annual Impact: \$ -0-

Project:

Activity:

Budget Reference:

Current Balance:



Lexington-Fayette Urban County Government
DEPARTMENT OF PUBLIC SAFETY

Linda Gorton
Mayor

Kenneth Armstrong
Commissioner

TO: Mayor Linda Gorton
Urban County Council

Lawrence B. Weathers

FROM: Chief Lawrence B. Weathers
Lexington Police Department

CC: Commissioner Kenneth Armstrong
Department of Public Safety

DATE: November 4, 2024

SUBJECT: **Release of Claims Agreement – Retired Police Canine Roxy/
Retired Police Canine Tilly**

Request

Authorization to enter into a Release of Claims Against the Lexington-Fayette Urban County Government (LFUCG) Agreement. This agreement will allow the Lexington Police Department to release retired **Canine Roxy and Canine Tilly to Officer Jarvis Harris.**

Why are you requesting?

The attached agreement will release and forever discharge the LFUCG, and its agents and successors, of and from any all manner of actions, claims and demands whatsoever arising out of the gift of the retired police canine. In return, Officer Harris acknowledges that this agreement will preclude them from utilizing the retired police canines in an “off-duty” employment assignment for security or law enforcement purposes, and is prohibited to sale or transfer the retired police canines to another public safety entity. We are requesting Council approval for Mayor Gorton to sign the attached agreement. There will be no budgetary impact. Upon approval and signing, please forward a copy of the signed agreement to the Chief’s Office for our records.

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

The cost for this FY is: N/A

The cost for future FY is: N/A

Are the funds budgeted?

There will be no budgetary impact.

File Number: - 1116-24

Director/Commissioner: Lawrence B. Weathers, Chief
Lexington Police Department

LBW/rmh

RELEASE OF ALL CLAIMS AGAINST THE
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

I, JARVIS L. HARRIS (name), of RICHMOND (city),
KENTUCKY (state), for and in consideration of being given retired police
canine ROXY (name), 6 (age), which is a GERMAN SHEPHERD (breed of
dog), by the Lexington Police Department, do for myself, my heirs, and representatives,
remise, release, and forever discharge the Lexington-Fayette Urban County Government
and its agents and successors, of and from any and all manner of actions, claims and
demands whatsoever arising out of the gift of the retired police canine. In return, I
acknowledge that I am precluded from utilizing the retired police canine in an "off-duty"
employment assignment for security or law enforcement purposes, and am prohibited to
sale or transfer the retired police canine to another public safety entity.

Witness my hand this 21st day of OCTOBER, 2024.

Signature of Recipient

J L Harris

Witness

State of Kentucky

County of Fayette

Subscribed and sworn before me by DINA GROSS

On this, the 21 day of OCTOBER, 2024

My commission expires: 4/6/2027

Dina Gross

Notary Public

KYNP 70228

Supported and approved by the Lexington Police Department.

Chief Lawrence Weathers
Lexington Police Department

Date _____

Mayor or Designee
Lexington – Fayette Urban County Government

Date _____

**LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
FIXED ASSET INVENTORY TRANSFER AND EQUIPMENT RETIREMENT FORM**

[illegible]

RELEASE OF ALL CLAIMS AGAINST THE
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

I, JARVIS L. HARVIS (name), of RICHMOND (city),
KENTUCKY (state), for and in consideration of being given retired police
canine TUUX (name), 9 (age), which is a LAB (breed of
dog), by the Lexington Police Department, do for myself, my heirs, and representatives,
remise, release, and forever discharge the Lexington-Fayette Urban County Government
and its agents and successors, of and from any and all manner of actions, claims and
demands whatsoever arising out of the gift of the retired police canine. In return, I
acknowledge that I am precluded from utilizing the retired police canine in an "off-duty"
employment assignment for security or law enforcement purposes, and am prohibited to
sale or transfer the retired police canine to another public safety entity.

Witness my hand this 21ST day of OCTOBER, 2024.

Signature of Recipient

J L Harvis

Witness

State of Kentucky

County of Fayette

Subscribed and sworn before me by Dina Gross

On this, the 21 day of OCTOBER, 2024

My commission expires: 4/6/2027

Dina Gross

Notary Public

KYNP 70228

Supported and approved by the Lexington Police Department.

Chief Lawrence Weathers
Lexington Police Department

Date _____

Mayor or Designee
Lexington – Fayette Urban County Government

Date _____

**LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
FIXED ASSET INVENTORY TRANSFER AND EQUIPMENT RETIREMENT FORM**

[illegible]

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A RELEASE OF CLAIMS AGREEMENT WITH OFFICER JARVIS HARRIS, FOR CARE OF RETIRED CANINES ROXY AND TILLY.

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

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute the Release of Claims Agreement, which is attached hereto and incorporated herein by reference, with Officer Jarvis Harris, for care of retired canines Roxy and Tilly.

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

RESOLUTION NO. 591 2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A RELEASE OF CLAIMS AGREEMENT WITH OFFICER JARVIS HARRIS, FOR CARE OF RETIRED CANINES ROXY AND TILLY.

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

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute the Release of Claims Agreement, which is attached hereto and incorporated herein by reference, with Officer Jarvis Harris, for care of retired canines Roxy and Tilly.

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

PASSED URBAN COUNTY COUNCIL: November 21, 2024



MAYOR

ATTEST:



CLERK OF URBAN COUNTY COUNCIL

RELEASE OF ALL CLAIMS AGAINST THE
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

I, JARVIS L. HARRIS (name), of RICHMOND (city),
KENTUCKY (state), for and in consideration of being given retired police
canine ROXY (name), 6 (age), which is a GERMAN SHEPHERD (breed of
dog), by the Lexington Police Department, do for myself, my heirs, and representatives,
remise, release, and forever discharge the Lexington-Fayette Urban County Government
and its agents and successors, of and from any and all manner of actions, claims and
demands whatsoever arising out of the gift of the retired police canine. In return, I
acknowledge that I am precluded from utilizing the retired police canine in an "off-duty"
employment assignment for security or law enforcement purposes, and am prohibited to
sale or transfer the retired police canine to another public safety entity.

Witness my hand this 21st day of OCTOBER, 2024.

Signature of Recipient

J. L. Harris

Witness

[Signature]

State of Kentucky

County of Fayette

Subscribed and sworn before me by Dina Gross

On this, the 21 day of OCTOBER, 2024

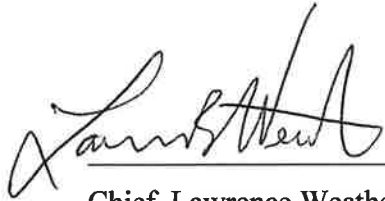
My commission expires: 4/6/2027

[Signature]

Notary Public

KYNP 70228

Supported and approved by the Lexington Police Department.



Chief Lawrence Weathers
Lexington Police Department

Date 10/31/24



Mayor or Designee
Lexington – Fayette Urban County Government

Date 11/22/24

RELEASE OF ALL CLAIMS AGAINST THE
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

I, JARVIS L. HARVIS (name), of RICHMOND (city),
KENTUCKY (state), for and in consideration of being given retired police
canine Tux (name), 9 (age), which is a LAB (breed of
dog), by the Lexington Police Department, do for myself, my heirs, and representatives,
remise, release, and forever discharge the Lexington-Fayette Urban County Government
and its agents and successors, of and from any and all manner of actions, claims and
demands whatsoever arising out of the gift of the retired police canine. In return, I
acknowledge that I am precluded from utilizing the retired police canine in an "off-duty"
employment assignment for security or law enforcement purposes, and am prohibited to
sale or transfer the retired police canine to another public safety entity.

Witness my hand this 21st day of OCTOBER, 2024.

Signature of Recipient

J L Harvis

Witness

[Signature]

State of Kentucky

County of Fayette

Subscribed and sworn before me by

Dina Gross

On this, the 21 day of OCTOBER, 2024

My commission expires:

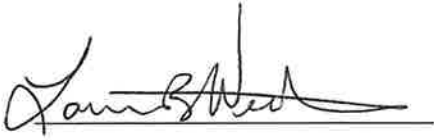
4/6/2027

[Signature]

Notary Public

KYNP 7000

Supported and approved by the Lexington Police Department.

A handwritten signature in black ink, appearing to read "Lawrence Weathers", written over a horizontal line.

Chief Lawrence Weathers
Lexington Police Department

Date 10/31/24

A handwritten signature in blue ink, appearing to read "Linda Gorton", written over a horizontal line.

Mayor or Designee
Lexington – Fayette Urban County Government

Date 11/22/24



Lexington-Fayette Urban County Government Master

200 E. Main St
Lexington, KY 40507

File Number: 1119-24

File ID: 1119-24

Type: Resolution

Status: Approved

Version: 1

Contract #: 064-2023

In Control: Urban County
Council

File Created: 11/04/2024

File Name: Change Order #4 - Strand Salt Dome - #064-2023

Final Action: 11/21/2024

Title: A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute Change Order No. Four (4) to the Contract with Strand Associates, for the Old Frankfort Pike Salt Dome, Contract No. 064-2023, increasing the Contract amount by \$32,200, and raising the total Contract amount to \$255,480. [Dept. of Environmental Quality and Public Works, Albright]

Notes: In office 11/14/2024. MS

Stamped and filed in the CCO. Returned to Brian Knapp 11/22/2024. MS

Sponsors:

Enactment Date: 11/21/2024

Attachments: Bluesheet Memo Strand Salt Dome CO4.pdf,
Justification for Change Strand Salt Dome CO4.pdf,
Change Order4 Strand Salt Dome.pdf, RESO
01119-24 Strand CO#4 Salt Dome 4857-0505-3174
v.1.docx, R-592-2024, Contract #064-2023

Enactment Number: R-592-2024

Deed #:

Hearing Date:

Drafter: Brian Knapp

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	11/12/2024	Approved and Referred to Docket	Urban County Council	11/14/2024		Pass
1	Urban County Council	11/14/2024	Received First Reading	Urban County Council	11/21/2024		
1	Urban County Council	11/21/2024	Approved				Pass

Text of Legislative File 1119-24

Title

A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute Change Order No. Four (4) to the Contract with Strand Associates, for the Old Frankfort Pike Salt Dome, Contract No. 064-2023, increasing the Contract amount by \$32,200, and

raising the total Contract amount to \$255,480. [Dept. of Environmental Quality and Public Works, Albright]

Summary

Authorization for approval of Change Order No.4 with Strand Associates, in the amount of \$32,200, for revising the construction plans to enlarge the training pad beyond its original expansion limits; includes design, drawings, drainage calculations and updating CAD drawings, original Resolution No. 120-2023. Funds are Budgeted. (L1119-24) (Albright)

Budgetary Implications [select] : Yes

Advance Document Review:

Law: No

Risk Management: No

Fully Budgeted [select]: Yes

Account Number:

1105-303301-0001-90511	\$12,880.00
1116-303301-0001-90511	\$14,490.00
4122-303301-0001-90511	\$4,830.00

This Fiscal Year Impact: \$ 32,200

Annual Impact: N/A

Project: SALT_DOME_2023

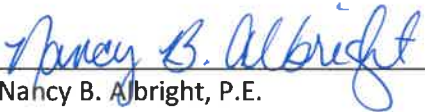
Activity: CONSTRUCT_CAP

Budget Reference: 2023

Current Balance: \$2,062,147.00



TO: Mayor Linda Gorton
Urban County Council

FROM: 
Nancy B. Albright, P.E.
Commissioner, Environmental Quality
& Public Works

DATE: November 4, 2024

RE: Change order No. 4 with Strand Associates for the Old Frankfort Pike Salt Dome, original resolution No. 120-2023 and Contract No. 064-2023.

Request

The Department of Environmental Quality & Public Works requests approval of Change Order No.4 with Strand Associates, in the amount of \$32,200, for revising the construction plans to enlarge the training pad beyond its original expansion limits; includes design, drawings, drainage calculations and updating CAD drawings, original Resolution No. 120-2023.

Why are you requesting?

The project was not surveyed and designed in the Kentucky North Zone State Plane Coordinate System (1601). It is LFUCG's developing standard practice to require projects to be in the Kentucky North Zone State Plane Coordinate System

What is the estimated cost in this budget year and future budget years? \$32,200

Are the funds budgeted? Yes

Account Number:

1105 – 303301 – 0001 - 90511 for \$12,880.00

4122 – 303301 - 0001 - 90511 for \$4,830.00

1116 – 303301 -0001 - 90511 for \$14,490.00

File Number: 01119-24

Commissioner: Albright



JUSTIFICATION FOR CHANGE

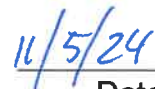
PROJECT: New Salt Barn & Associated Facilities at 1791 Old Frankfort Pike

CONTRACT NO. LF00197167

CHANGE ORDER: 4

1. Necessity for change: Before this project started, LFUCG had two training pads to access for training; a large pad and a small pad. This original project included enlarging the small training pad to approximately the size of the large training pad. However, the original large training pad will be taken permanently out of service for training. Therefore there would only be one large pad for training and other events that are open to the public. This proposed CO will provide construction plans to increase the enlarged pad to 8.5 acres; almost double the size of the original large pad.
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. The original small training pad is 3.4 acres, currently proposed to be 6.0 acres, however this proposed redesign will produce plans to enlarge the training pad to 8.5 acres. Though the training pad will get larger, it stays well within the limits of the LFUCG property.
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: The construction contractor has stated that they can complete the proposed changes before the end of the 2024 paving season, which is estimated to be December 20, 2024.


Commissioner


Date

LEXINGTON-FAYETTE URBAN COUNTY

GOVERNMENT CONTRACT CHANGE ORDER

Page 1 of 2

Date:

November 4, 2024

Project:

New Salt Barn & Associated Facilities Old Frankfort Pike

Location:

1791 Old Frankfort Pike

Contract No.

LF00197167

Original Contract Amt.

\$196,780.00

Cumulative Amount of Previous Change Orders

\$26,500.00

Percent Change - Previous Change Orders

13.47%

Total Contract Amount Prior to this Change Order

\$223,280.00

Change Order No.

4

To (Contractor):

Strand Associates
651 Perimeter Drive Suite 220
Lexington, KY 40517

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
	Engineering services to revise the current design plans and drainage calculations to increase the size of the proposed training pad expansion.		\$32,200.00
		\$0.00	
	Total decrease		
	Total increase		\$32,200.00
	Net Amount of this Change Order	\$32,200.00	
	New Contract Amount Including this Change Order	\$255,480.00	
	Percent Change - This Change Order		16.36%
	Percent Change - All Change Orders		29.83%

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

Recommended by



(Proj. Manager)

Date

11-5-2024

Accepted by

See Attached Email

(Contractor)

Date

11-1-2024

Approved by



(Commissioner)

Date

11-5-24

Approved by

(Mayor or CAO)

Date



Strand Associates, Inc.®
651 Perimeter Drive, Suite 220
Lexington, KY 40517
(P) 859.225.8500
www.strand.com

November 1, 2024

Mr. Brian Knapp
Lexington-Fayette Urban County Government
Environmental Quality and Public Works
200 East Main Street, Suite 936
Lexington, KY 40507

Re: Salt Dome and Associated Site Improvements at Old Frankfort Pike

Dear Brian,

In early August of this year, discussion began regarding expanding the driver training pad area at the Old Frankfort Pike site. After preliminary discussions to gain a better understanding of what the Lexington-Fayette Urban County Government (OWNER) desired to accomplish, Strand Associates, Inc.® (CONSULTANT) evaluated the redesign services. On August 21, 2024, we had a telephone conversation where we discussed the scope and fee for these additional services. CONSULTANT was verbally authorized to proceed with the services. The following describes the scope of services that was accomplished to extend the driver train pad and the agreed upon fee.

CONSULTANT participated in audio and virtual meetings with OWNER to establish scope and discuss design options. We also met with an engineering consultant on the neighboring Town Branch Trail project to discuss the implications of design changes on this site and how it would affect the trail. Additional site survey was provided and a preliminary design was established. The preliminary design was reviewed with OWNER to gain concurrence before final design documents were prepared. Final documents included plan revisions and drainage calculations. Additional construction administration services were provided to account for additional shop drawing review, design review with the contractor, and on-site review of the construction progress. The lump sum fee for these services is \$32,200.

Please let me know if you have any questions. We appreciate the opportunity to perform additional services for OWNER under the Salt Dome contract.

Sincerely,

STRAND ASSOCIATES, INC.®

Elizabeth A. Dienst, P.E.

ELD:gis\R:\LEX\Documents\Agreements\LLFUCG\Salt Dome 1791 Old Frankfort.2023\AgrAmd\2815.326.FeeLetter.docx

RESOLUTION NO. _____ - 2024

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE CHANGE ORDER NO. FOUR (4) TO THE CONTRACT WITH STRAND ASSOCIATES, FOR THE OLD FRANKFORT PIKE SALT DOME, CONTRACT NO. 064-2023, INCREASING THE CONTRACT AMOUNT BY \$32,200.00, AND RAISING THE TOTAL CONTRACT AMOUNT TO \$255,480.00.

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. Four (4), which is attached hereto and incorporated herein by reference, to the Contract with Strand Associates, for the Old Frankfort Pike Salt Dome, Contract No. 064-2023, increasing the contract amount by \$32,200.00, and raising the total contract amount to \$255,480.00.

Section 2 – That an amount, not to exceed the sum of \$32,200.00 be and hereby is approved for payment to Strand Associates from account # 1105-303301-90511 (\$12,880.00), account # 4122-303301-90511 (\$4,830.00), and account # 1116-303301-90511 (\$14,490.00), pursuant to the terms of Change Order No. 4.

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

RESOLUTION NO. 592 - 2024

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE CHANGE ORDER NO. FOUR (4) TO THE CONTRACT WITH STRAND ASSOCIATES, FOR THE OLD FRANKFORT PIKE SALT DOME, CONTRACT NO. 064-2023, INCREASING THE CONTRACT AMOUNT BY \$32,200.00, AND RAISING THE TOTAL CONTRACT AMOUNT TO \$255,480.00.

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. Four (4), which is attached hereto and incorporated herein by reference, to the Contract with Strand Associates, for the Old Frankfort Pike Salt Dome, Contract No. 064-2023, increasing the contract amount by \$32,200.00, and raising the total contract amount to \$255,480.00.

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

PASSED URBAN COUNTY COUNCIL: November 21, 2024

Linda Gorton

MAYOR

ATTEST:

[Signature]

CLERK OF URBAN COUNTY COUNCIL

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT CONTRACT CHANGE ORDER Page 1 of 2		Date:	November 4, 2024
To (Contractor):		Project:	New Salt Barn & Associated Facilities Old Frankfort Pike
Strand Associates		Location:	1791 Old Frankfort Pike
651 Perimeter Drive Suite 220		Contract No.	LF00197167
Lexington, KY 40517		Original Contract Amt.	\$196,780.00
		Cumulative Amount of Previous Change Orders	\$26,500.00
		Percent Change - Previous Change Orders	13.47%
		Total Contract Amount Prior to this Change Order	\$223,280.00
		Change Order No.	4
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
	Engineering services to revise the current design plans and drainage calculations to increase the size of the proposed training pad expansion.		\$32,200.00
	Total decrease	\$0.00	
	Total increase		\$32,200.00
	Net Amount of this Change Order	\$32,200.00	
	New Contract Amount Including this Change Order	\$255,480.00	
	Percent Change - This Change Order		16.36%
	Percent Change - All Change Orders		29.83%
The time provided for the completion in the contract and all provisions of the contract will apply hereto.			
Recommended by <u>Brian Murphy</u> (Proj. Manager) Date <u>11-5-2024</u>			
Accepted by <u>See Attached Email</u> (Contractor) Date <u>11-1-2024</u>			
Approved by <u>Shirley D. Albright</u> (Commissioner) Date <u>11-5-24</u>			
Approved by <u>David Lorton</u> (Mayor or CAO) Date <u>11/9/24</u>			



Strand Associates, Inc.®
651 Perimeter Drive, Suite 220
Lexington, KY 40517
(P) 859.225.8500
www.strand.com

November 1, 2024

Mr. Brian Knapp
Lexington-Fayette Urban County Government
Environmental Quality and Public Works
200 East Main Street, Suite 936
Lexington, KY 40507

Re: Salt Dome and Associated Site Improvements at Old Frankfort Pike

Dear Brian,

In early August of this year, discussion began regarding expanding the driver training pad area at the Old Frankfort Pike site. After preliminary discussions to gain a better understanding of what the Lexington-Fayette Urban County Government (OWNER) desired to accomplish, Strand Associates, Inc.® (CONSULTANT) evaluated the redesign services. On August 21, 2024, we had a telephone conversation where we discussed the scope and fee for these additional services. CONSULTANT was verbally authorized to proceed with the services. The following describes the scope of services that was accomplished to extend the driver train pad and the agreed upon fee.

CONSULTANT participated in audio and virtual meetings with OWNER to establish scope and discuss design options. We also met with an engineering consultant on the neighboring Town Branch Trail project to discuss the implications of design changes on this site and how it would affect the trail. Additional site survey was provided and a preliminary design was established. The preliminary design was reviewed with OWNER to gain concurrence before final design documents were prepared. Final documents included plan revisions and drainage calculations. Additional construction administration services were provided to account for additional shop drawing review, design review with the contractor, and on-site review of the construction progress. The lump sum fee for these services is \$32,200.

Please let me know if you have any questions. We appreciate the opportunity to perform additional services for OWNER under the Salt Dome contract.

Sincerely,

STRAND ASSOCIATES, INC.®

Elizabeth A. Dienst, P.E.

ELD:\gic\R\LEX\Documents\Agreements\LFUCG\Salt Dome\791 Old Frankfort 2023\AgrAmd\2815.326.FeeLetter.docx

JUSTIFICATION FOR CHANGE

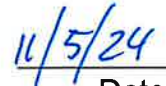
PROJECT: New Salt Barn & Associated Facilities at 1791 Old Frankfort Pike

CONTRACT NO. LF00197167

CHANGE ORDER: 4

1. Necessity for change: Before this project started, LFUCG had two training pads to access for training; a large pad and a small pad. This original project included enlarging the small training pad to approximately the size of the large training pad. However, the original large training pad will be taken permanently out of service for training. Therefore there would only be one large pad for training and other events that are open to the public. This proposed CO will provide construction plans to increase the enlarged pad to 8.5 acres; almost double the size of the original large pad.
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. The original small training pad is 3.4 acres, currently proposed to be 6.0 acres, however this proposed redesign will produce plans to enlarge the training pad to 8.5 acres. Though the training pad will get larger, it stays well within the limits of the LFUCG property.
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: The construction contractor has stated that they can complete the proposed changes before the end of the 2024 paving season, which is estimated to be December 20, 2024.


Commissioner


Date



Lexington-Fayette Urban County Government Master

200 E. Main St
Lexington, KY 40507

File Number: 1120-24

File ID: 1120-24

Type: Resolution

Status: Approved

Version: 2

Contract #: 318-2024

In Control: Urban County
Council

File Created: 11/04/2024

File Name: BGCF IMMAG Awards for Parks

Final Action: 11/14/2024

Title: A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute an Agreement and accept a Grant award of \$21,966.42 from the Bluegrass Community Foundation for the Dept. of General Services, Div. of Parks and Recreation, for lighting enhancements at Isaac Murphy Memorial Art Garden, the acceptance of which does not obligate the Urban County Government to the expenditure of funds, and authorizing the Mayor to transfer unencumbered funds within the Grant Budget. [Div. of Parks and Recreation, Conrad]

Notes: Down to Mayor's Office 11/18/2024. MS

CILOO filed in the CCO. REturned to Celia Moore 11/21/2024. MS

Sponsors:

Enactment Date: 11/14/2024

Attachments: 25- Blue Sheet Memo BGCF IMMAG, BA 13354,
LFUCG - IMMAG Grant Agreement, RESO 1120-24
Grant to Parks for Isaac Murphy Memorial Garden
4895-1431-6278 v.1.docx, R-571-2024, Contract
#318-2024

Enactment Number: R-571-2024

Deed #:

Hearing Date:

Drafter: Celia Moore

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
2	Urban County Council Work Session	11/12/2024	Approved and Referred to Docket	Urban County Council	11/14/2024		Pass
2	Urban County Council	11/14/2024	Received First Reading	Urban County Council	11/14/2024		
2	Urban County Council	11/14/2024	Suspended Rules for Second Reading				Pass
2	Urban County Council	11/14/2024	Approved				Pass

Text of Legislative File 1120-24

Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute an Agreement and accept a Grant award of \$21,966.42 from the Bluegrass Community Foundation for the Dept. of General Services, Div. of Parks and Recreation, for lighting enhancements at Isaac Murphy Memorial Art Garden, the acceptance of which does not obligate the Urban County Government to the expenditure of funds, and authorizing the Mayor to transfer unencumbered funds within the Grant Budget. [Div. of Parks and Recreation, Conrad]

Summary

Authorization to accept a Grant award \$21,966.42 from Bluegrass Community Foundation for lighting enhancements at Isaac Murphy Memorial Art Garden. No matching funds required. (L1120-24) (Conrad/Ford)

Budgetary Implications: Yes

Advance Document Review:

Law: Yes, Completed by Gabriel Thatcher, 11/1/2024

Risk Management: N/A

Fully Budgeted: Budget amendment is in process.

Account Number: 3300-707602-7221-90319

This Fiscal Year Impact: \$21,966.42

Annual Impact: \$0

Project: BGCF_IMMAG_2025

Activity: OTH_GRANT

Budget Reference: 2025

Current Balance: BA in process



TO: LINDA GORTON, MAYOR
URBAN COUNTY COUNCIL

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

DATE: NOVEMBER 4, 2024

SUBJECT: Acceptance of \$21,966.42 Grant Award from the Blue Grass Community Foundation for Division of Parks and Recreation

Request: Council Authorization to accept \$21,966.42 from the Bluegrass Community Foundation for lighting enhancements at Isaac Murphy Memorial Art Garden. No matching funds required.

Purpose of Request: The Division of Parks and Recreation has been awarded \$21,966.42 from the Bluegrass Community Foundation for lighting enhancements at Isaac Murphy Memorial Art Garden. Funds are intended to be used exclusively for this purpose.

What is the cost in this budget year and future budget years? \$21,966.42 has been awarded for FY25. Funds for future budget years are dependent upon availability of grant funds.

Are the funds budgeted? Budget amendment is in process.

File Number: 1120-24

Director/Commissioner: Conrad/Ford



 Search in Menu



LFUCG Budget Amendment Request Form

Requester: Moore,Celia E

Date: 11/05/2024

Status: Pending Approval

Amend Nbr: 13354

Business Unit: LFUCG

Journal Date: 11/05/2024

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	3300	707602	7221	90319	Construction-Park Area	21,966.42	053967	CFORD

▼ Revenue Accounts

Personalize | Find | View All |   First

1 of 1

 Last

Fund	Dept	Section	Account	Description	Amount	Division	Department	Journal ID
1	3300	707602	7221	46750	Grant Revenue - Other	21,966.42	053967	CFORD

► Project/Grant Revenue

► Project/Grant Expenditures

Comments:

To establish grant budget for funds award from Bluegrass Community Foundation for Isaac Murphy Memorial Garden for Parks and Recreation. (BGCF_IMMAG_2025)

Net Amend Amt: 0.00 

Submit for Approval

Save

Add

GRANT AGREEMENT

To acknowledge this agreement, to accept the grant and to receive funds, return a signed copy of this Grant Agreement.

Funding Partner: Lexington Fayette Urban County Government
200 E. Main Street
Lexington, KY 40507

Amount: \$21,966.42

Purpose: Funds are to be used exclusively for lighting enhancements at Isaac Murphy Memorial Art Garden.

Grant Period: December 1, 2024 – November 30, 2025

Funding Partner Agrees:

1. All grants are made in accordance with current and applicable laws and pursuant to the Internal Revenue Code, as amended, and the regulations issued thereunder.
2. Funding Partner agrees that grant funds are to be used exclusively to support the above stated grant purpose.
3. Because Organization is not recognized by the Internal Revenue Services as a public charity in sections 501(c)(3) and 509(a)(1) of the Internal Revenue Code of 1986 as amended, Funding Partner agrees to keep all grants funds segregated continuously in a separate fund dedicated to the purposes of the grant, and no part of this grant may be used for Funding Partner's general operating purposes.
4. This grant is an "expenditure responsibility grant" within the meaning of section 4945(h) of the Code. Thus, Blue Grass Community Foundation must (1) see that the grant is spent solely for the purposes it is made; (2) obtain full and complete reports from the Funding Partner on how funds are spent; and (3) make full and detailed reports with respect to such expenditures to the Internal Revenue Service. By accepting this grant, Funding Partner agrees to cooperate fully with Blue Grass Community Foundation to assure that BGCF is able to satisfy all of the requirements of an "expenditure responsibility" grant in accordance with section 4945(h) of the Code and the regulations thereunder.
5. Funding Partner agrees that grant funds are prohibited from being used to influence legislation.
6. Funding Partner agrees not to assign, or otherwise transfers, your rights or delegate any of your obligations under the grant without prior written approval from Blue Grass Community Foundation.
7. Funding Partner agrees to keep record of all receipts and expenditures relating to this grant and to provide Blue Grass Community Foundation with a written report

summarizing the project at the end of the grant period. The Funding Partner's report should fully describe the activities and impact of the grant project, as well as include a detailed accounting of the uses or expenditure of all grant funds.

8. Funding Partner agrees to provide any other information reasonably requested by Blue Grass Community Foundation.
9. Funding Partner is required to keep the financial records with respect to this grant, along with copies of any reports submitted to Blue Grass Community Foundation, for at least four years following the year in which all grant funds are fully expended.
10. Funding Partner agrees that Blue Grass Community Foundation reserves the right to discontinue, modify or withhold any payments to be made under this grant award or to require a total or partial refund of any grant funds if, in BGCF's sole discretion, such action is necessary: (1) because Funding Partner has not fully complied with the terms and conditions of this grant; (2) to protect the purpose and objectives of the grant or any other charitable activities of BGCF; or (3) to comply with the requirements of any law or regulation applicable to the Funding Partner, BGCF, or this grant.
11. Funding Partner agrees to return any unexpended grant monies to Blue Grass Community Foundation at the end of the grant period.
12. Funding Partner agrees that any grants that it awards from the grant funds are subject to all of the above stated rules.
13. In all public communications and promotion, Funding Partner agrees to acknowledge Friends of the Isaac Murphy Memorial Art Garden as underwriters of the charitable project.
14. The undersigned certify that they are duly elected and authorized as officer of the Funding Partner and that, as such, is authorized to accept this grant on behalf of the Funding Partner, to obligate the Funding Partner to observe all of the terms and conditions placed on this grant, and in connection with this grant to make, execute and deliver on behalf of the Funding Partner all grant agreements, representations, receipts, reports and other instruments of every kind.

(Signature of Authorized Representative)

Linda Gorton, Mayor

(Print or Type Name and Title)

Lexington-Fayette Urban County Government

(Organization)

(Date)

RESOLUTION NO. _____ - 2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT AND ACCEPT A GRANT AWARD OF \$21,966.42 FROM THE BLUEGRASS COMMUNITY FOUNDATION FOR THE DEPARTMENT OF GENERAL SERVICES, DIVISION OF PARKS AND RECREATION, FOR LIGHTING ENHANCEMENTS AT ISAAC MURPHY MEMORIAL ART GARDEN, THE ACCEPTANCE OF WHICH DOES NOT OBLIGATE THE URBAN COUNTY GOVERNMENT TO THE EXPENDITURE OF FUNDS, AND AUTHORIZING THE MAYOR TO TRANSFER UNENCUMBERED FUNDS WITHIN THE GRANT BUDGET.

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

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute an agreement, which is attached hereto and incorporated herein by reference, and accept a Grant in the amount of \$21,966.42 from The Blue Grass Community Foundation, for the Department of General Services, Division of Parks and Recreation, for lighting enhancements at Isaac Murphy Memorial Art Garden.

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

RESOLUTION NO. 571 - 2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT AND ACCEPT A GRANT AWARD OF \$21,966.42 FROM THE BLUEGRASS COMMUNITY FOUNDATION FOR THE DEPARTMENT OF GENERAL SERVICES, DIVISION OF PARKS AND RECREATION, FOR LIGHTING ENHANCEMENTS AT ISAAC MURPHY MEMORIAL ART GARDEN, THE ACCEPTANCE OF WHICH DOES NOT OBLIGATE THE URBAN COUNTY GOVERNMENT TO THE EXPENDITURE OF FUNDS, AND AUTHORIZING THE MAYOR TO TRANSFER UNENCUMBERED FUNDS WITHIN THE GRANT BUDGET.

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

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute an agreement, which is attached hereto and incorporated herein by reference, and accept a Grant in the amount of \$21,966.42 from The Blue Grass Community Foundation, for the Department of General Services, Division of Parks and Recreation, for lighting enhancements at Isaac Murphy Memorial Art Garden.

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: November 14, 2024

Linda Gorton

MAYOR

ATTEST:

[Signature]
CLERK OF URBAN COUNTY COUNCIL



GRANT AGREEMENT

To acknowledge this agreement, to accept the grant and to receive funds, return a signed copy of this Grant Agreement.

Funding Partner: Lexington Fayette Urban County Government
200 E. Main Street
Lexington, KY 40507

Amount: \$21,966.42

Purpose: Funds are to be used exclusively for lighting enhancements at Isaac Murphy Memorial Art Garden.

Grant Period: December 1, 2024 – November 30, 2025

Funding Partner Agrees:

1. All grants are made in accordance with current and applicable laws and pursuant to the Internal Revenue Code, as amended, and the regulations issued thereunder.
2. Funding Partner agrees that grant funds are to be used exclusively to support the above stated grant purpose.
3. Because Organization is not recognized by the Internal Revenue Services as a public charity in sections 501(c)(3) and 509(a)(1) of the Internal Revenue Code of 1986 as amended, Funding Partner agrees to keep all grants funds segregated continuously in a separate fund dedicated to the purposes of the grant, and no part of this grant may be used for Funding Partner's general operating purposes.
4. This grant is an "expenditure responsibility grant" within the meaning of section 4945(h) of the Code. Thus, Blue Grass Community Foundation must (1) see that the grant is spent solely for the purposes it is made; (2) obtain full and complete reports from the Funding Partner on how funds are spent; and (3) make full and detailed reports with respect to such expenditures to the Internal Revenue Service. By accepting this grant, Funding Partner agrees to cooperate fully with Blue Grass Community Foundation to assure that BGCF is able to satisfy all of the requirements of an "expenditure responsibility" grant in accordance with section 4945(h) of the Code and the regulations thereunder.
5. Funding Partner agrees that grant funds are prohibited from being used to influence legislation.
6. Funding Partner agrees not to assign, or otherwise transfers, your rights or delegate any of your obligations under the grant without prior written approval from Blue Grass Community Foundation.
7. Funding Partner agrees to keep record of all receipts and expenditures relating to this grant and to provide Blue Grass Community Foundation with a written report

summarizing the project at the end of the grant period. The Funding Partner's report should fully describe the activities and impact of the grant project, as well as include a detailed accounting of the uses or expenditure of all grant funds.

8. Funding Partner agrees to provide any other information reasonably requested by Blue Grass Community Foundation.
9. Funding Partner is required to keep the financial records with respect to this grant, along with copies of any reports submitted to Blue Grass Community Foundation, for at least four years following the year in which all grant funds are fully expended.
10. Funding Partner agrees that Blue Grass Community Foundation reserves the right to discontinue, modify or withhold any payments to be made under this grant award or to require a total or partial refund of any grant funds if, in BGCF's sole discretion, such action is necessary: (1) because Funding Partner has not fully complied with the terms and conditions of this grant; (2) to protect the purpose and objectives of the grant or any other charitable activities of BGCF; or (3) to comply with the requirements of any law or regulation applicable to the Funding Partner, BGCF, or this grant.
11. Funding Partner agrees to return any unexpended grant monies to Blue Grass Community Foundation at the end of the grant period.
12. Funding Partner agrees that any grants that it awards from the grant funds are subject to all of the above stated rules.
13. In all public communications and promotion, Funding Partner agrees to acknowledge Friends of the Isaac Murphy Memorial Art Garden as underwriters of the charitable project.
14. The undersigned certify that they are duly elected and authorized as officer of the Funding Partner and that, as such, is authorized to accept this grant on behalf of the Funding Partner, to obligate the Funding Partner to observe all of the terms and conditions placed on this grant, and in connection with this grant to make, execute and deliver on behalf of the Funding Partner all grant agreements, representations, receipts, reports and other instruments of every kind.

Linda Gorton
(Signature, Authorized Representative of LFUCG)

AmShu
(Signature, Authorized Representative of BGCF)

Linda Gorton, Mayor
(Print or Type Name and Title)

Lisa Adkins, President & CEO
(Print or Type Name and Title)

Lexington-Fayette Urban County Gov't
(Organization)

Blue Grass Community Foundation
(Organization)

11/19/2024
(Date)

11/8/2024
(Date)



Lexington-Fayette Urban County Government Master

200 E. Main St
Lexington, KY 40507

File Number: 1121-24

File ID: 1121-24

Type: Resolution

Status: Approved

Version: 1

Contract #: 058-2024

In Control: Urban County
Council

File Created: 11/04/2024

File Name: Change Order #1 ATS Salt Dome - #058-2024

Final Action: 11/21/2024

Title: A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute Change Order No. One (1) to the Contract with L-M Asphalt Partners Ltd, d/b/a ATS Construction for the Salt Dome & Associated Improvements Old Frankfort Pike, Contract No. 058-2024, increasing the Contract amount by \$838,494.60, and raising the total Contract amount to \$4,887,177.60. [Dept. of Environmental Quality and Public Works, Albright]

Notes: In office 11/14/2024. MS

Stamped and filed in the CCO. Returned to Brian Knapp 11/22/2024. MS

Sponsors:

Enactment Date: 11/21/2024

Attachments: Bluesheet Memo ATS Salt Dome CO1 .pdf,
Justification for Change ATS New Salt Dome CO
1.pdf, Change Order1 ATS Salt Dome.pdf, RESO
01121-24 L-M Asphalt CO#1 Salt Dome
4869-2978-9942 v.1.docx, R-593-2024, Contract
#058-2024

Enactment Number: R-593-2024

Deed #:

Hearing Date:

Drafter: Brian Knapp

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	11/12/2024	Approved and Referred to Docket	Urban County Council	11/14/2024		Pass
1	Urban County Council	11/14/2024	Received First Reading	Urban County Council	11/21/2024		
1	Urban County Council	11/21/2024	Approved				Pass

Text of Legislative File 1121-24

Title

A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute

Change Order No. One (1) to the Contract with L-M Asphalt Partners Ltd, d/b/a ATS Construction for the Salt Dome & Associated Improvements Old Frankfort Pike, Contract No. 058-2024, increasing the Contract amount by \$838,494.60, and raising the total Contract amount to \$4,887,177.60. [Dept. of Environmental Quality and Public Works, Albright]

Summary

Authorization for approval of Change Order No.1 with L-M Asphalt Partners LTD, d/b/a ATS Construction, in the amount of \$838,494.60, for construction services to enlarge the training pad beyond its original expansion limits including earthwork, asphalt paving, concrete work and drainage system work; extension of existing gas vents; and adding a double dose of fiber reinforcement to all asphalt surface; original Resolution No. 277-2024. Funds are Budgeted. (L1121-24) (Albright)

Budgetary Implications [select]: Yes

Advance Document Review:

Law: { Select} No

Risk Management: {Select} No

Fully Budgeted [select]: Yes

Account Number:

1105-303301-0001-90511 \$335,397.84

1116-303301-0001-90511 \$377,322.57

4122-303301-0001-90511 \$125,774.19

This Fiscal Year Impact: \$838,494.60

Annual Impact: N/A

Project: SALT_DOME_2023

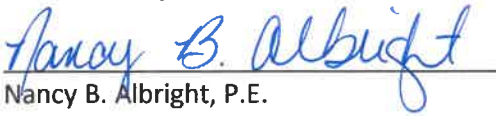
Activity: CONTSTRUCT_CAP

Budget Reference: 2023

Current Balance: 2,062,147.00



TO: Mayor Linda Gorton
Urban County Council

FROM: 
Nancy B. Albright, P.E.
Commissioner, Environmental Quality
& Public Works

DATE: November 4, 2024

RE: Change order No. 1 with L-M Asphalt Partners LTD, d/b/a ATS Construction for the Salt Dome & Associated Improvements Old Frankfort Pike, original resolution No. 277-2024 and Contract No. 058-2024.

Request

The Department of Environmental Quality & Public Works requests approval of Change Order No.1 with L-M Asphalt Partners LTD, d/b/a ATS Construction, in the amount of \$838,494.60, for 1) construction services to enlarge the training pad beyond its original expansion limits including earthwork, asphalt paving, concrete work and drainage system work 2) extension of existing gas vents and 3) adding a double dose of fiber reinforcement to all asphalt surface; original Resolution No. 277-2024.

Why are you requesting?

1) Before this project started, LFUCG had two training pads to access for training: a large pad and a small pad. This original project included enlarging the small training pad to approximately the size of the large training pad. However, the original large training pad will be taken permanently out of service for training. Therefore, there would only be one large pad for training and other events that are open to the public. This proposed CO will provide construction services to increase the enlarged pad to 8.5 acres; almost double the size of the original large pad, thus resulting in two training areas on one large pad. 2) The gas vents need to be extended above finished grade to ensure proper air flow and to prevent clogging 3) Adding a double dose of reinforcing fiber to the asphalt surface will make the pavement last longer especially under the weight of the heavy truck traffic that utilizes the pads and connecting roads.

What is the estimated cost in this budget year and future budget years? \$838,494.60

Are the funds budgeted? Yes



Account Number:

1105 – 303301 – 0001 - 90511 for \$335,397.84

4122 – 303301 - 0001 - 90511 for \$125,774.19

1116 – 303301 -0001 - 90511 for \$377,322.57

File Number: 01121-24

Commissioner: Albright



JUSTIFICATION FOR CHANGE

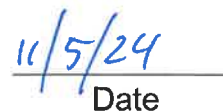
PROJECT: New Salt Dome & Associated Improvements Old Frankfort Pike

CONTRACT NO. LF00207548

CHANGE ORDER: 1

1. Necessity for change: Before this project started, LFUCG had two training pads to access for training; a large pad and a small pad. This original project included enlarging the small training pad to approximately the size of the large training pad. However, the original large training pad will be taken permanently out of service for training. Therefore, there would only be one large pad for training and other events that are open to the public. This proposed CO will provide construction services to increase the enlarged pad to 8.5 acres; almost double the size of the original large pad.
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. The original small training pad is 3.4 acres, currently proposed to be 6.0 acres, however this proposed redesign will produce plans to enlarge the training pad to 8.5 acres. Though the training pad will get larger, it stays well within the limits of the LFUCG property.
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: There should be no change to operating costs and no short term maintenance costs. There will be long term maintenance costs of the asphalt pavement such as crack sealing. Resurfacing should not be needed for many years, especially with the double dose of fiber that is proposed for the asphalt surface.
8. Effect on contract completion date: The construction contractor has stated that they can complete the proposed changes before the end of the 2024 paving season, which is estimated to be December 20, 2024. The original project completion date was December 4th, 2024.


Commissioner


Date

**LEXINGTON-FAYETTE URBAN COUNTY
GOVERNMENT CONTRACT CHANGE ORDER**

Page 1 of 2

To (Contractor):

L-M Asphalt Partners LTD, d/b/a ATS Construction
3009 Atkinson Ave #400
Lexington, KY 40509

Date: November 4, 2024

Project: New Salt Dome & Associated
Improvements Old Frankfort
Pike

Location: 1791 Old Frankfort Pike

Contract No. LF00207548

Original Contract Amt. \$4,048,683.00

Cumulative Amount of
Previous Change Orders \$0.00

Percent Change - Previous
Change Orders 0.00%

Total Contract Amount Prior
to this Change Order \$4,048,683.00

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	Vertically extend 2 landfill gas vent risers to be +/-24" above finished surface.		\$2,520.00
2	Adding a double dose of fiber reinforcement to all asphalt surface on the project.		\$55,728.00
3	Construction services to increase the size of the proposed training pad expansion by an additional 2.5 acres.		\$780,246.60
	Total decrease	\$0.00	
	Total increase		\$838,494.60
	Net Amount of this Change Order	\$838,494.60	
	New Contract Amount Including this Change Order	\$4,887,177.60	
	Percent Change - This Change Order		20.71%
	Percent Change - All Change Orders		20.71%

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

Recommended by Brian H (Proj. Manager) Date 11-5-2024

Accepted by See Attached documents (3) (Contractor) Date 11-1-2024

Approved by Harvey Albright (Commissioner) Date 11/5/24

Approved by _____ (Mayor or CAO) Date _____

Salt Dome Change Order Expanded Driver Pad

Sheet	Item	Qty	Unit	UP	Total	
	Staking***	1	LS	\$ 3,500.00	\$ 3,500.00	
	Landlok 450 Turf Reinforcement Mat	500	SY	\$ 6.00	\$ 3,000.00	
Sheet C 2.1	Remove Existing Asphalt Pavement***	8.00	SY	\$ 2.75	\$ 22.00	
Sheet C 2.1	Redistribute Topsoil***	435.00	CY	\$ 12.00	\$ 5,220.00	
Sheet C 2.1	ESC	1.00	LS	\$ 4,500.00	\$ 4,500.00	(Includes ditching, straw wattle)
Sheet C 3.1	Full Depth Asphalt Pavement***	11,672.00	SY	\$ 46.40	\$ 541,580.80	
Sheet C 3.1	Header Curb***	720.00	LF	\$ 38.00	\$ 27,360.00	
Sheet C 5.1	Flexamat	1,380.00	SY	\$ 70.00	\$ 96,600.00	
Sheet C 5.1	Channel Lining	50.00	TON	\$ 40.00	\$ 2,000.00	
Sheet C 5.1	24" Reinforced Concrete Pipe***	104.00	LF	\$ 180.00	\$ 18,720.00	
Sheet C 5.1	18" Reinforced Concrete Pipe	24.00	LF	\$ 175.00	\$ 4,200.00	
Sheet C 5.1	KYTC Type B Modified 15'	2.00	EA	\$ 9,000.00	\$ 18,000.00	(Not available in LFUCG structure)
Sheet C 5.1	LFUCG 24" ELL Headwall	1.00	EA	\$ 4,500.00	\$ 4,500.00	
Sheet C 5.1	LFUCG 4' Non-Circular Manhole	1.00	EA	\$ 2,500.00	\$ 2,500.00	
Sheet C 5.1	LFUCG 24" Pipe Culvert Headwall	2.00	EA	\$ 3,500.00	\$ 7,000.00	
				Total	\$ 738,702.80	
	Remove Existing Asphalt Pavement***	667.00	SY	\$ 2.75	\$ 1,834.25	(Directed by Engineer)
	Full Depth Asphalt Pavement***	214.00	SY	\$ 46.40	\$ 9,929.60	(Directed by Engineer)
	Asphalt Surace Overlay	667.00	SY	\$ 39.85	\$ 26,579.95	(Directed by Engineer, excludes DD Fiber)
Sheet C 5.1	Alt #3- Channel Lining	80.00	TON	\$ 40.00	\$ 3,200.00	
***	Existing Bid Item				\$ 780,246.60	GRAND TOTAL

Todd McDaniel

Digitally signed by Todd McDaniel
 DN: cn=, email=todd.mcdaniel@ataconstruction.com,
 c=US, ou=Construction, o=ATA
 Construction, CN=Todd McDaniel
 Date: 2011.05.09 07:59:46-0500



August 8, 2024

Liz Dienst, PE
Strand Associates Inc.

RE: LFUCG Salt Dome
Gas Vent Adjustment Change Order Proposal

Ms. Dienst:

As requested, the following supplemental Unit Prices are hereby submitted for your consideration for furnishing all labor, equipment and materials for the following items of work on the above referenced project.

Description	Quantity	Unit	Unit Price	Total
Adjust Vent Pipes (2)	1	LS	\$ 5,040.00	\$5,040.00
			GRAND TOTAL	\$5,040.00

Should additional information be needed, please contact me at (606) 813-6671.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read 'Todd McDaniel', written over a horizontal line.

L-M Asphalt Partners, Ltd.
dba ATS Construction
By Todd McDaniel, PE
Project Manager and Estimator

Changed to \$2,520.00 1 LS,
official 10/30/2024.

TWM 10/30/2024



September 30, 2024

Liz Dienst, PE
Strand Associates Inc.

RE: LFUCG Salt Dome
Asphalt Surface- Double Dose Fiber Change Order Proposal

Ms. Dienst:

As requested, the following supplemental Unit Prices are hereby submitted for your consideration for furnishing all labor, equipment and materials for the following items of work on the above referenced project.

Description	Quantity	Unit	Unit Price	Total
DD Fiber for Asphalt Surface	3,483	TON	\$ 16.00	\$ 55,728.00
			TOTAL	\$ 55,728.00

Should additional information be needed, please contact me at (606) 813-6671.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read 'Todd McDaniel', is written over a light blue rectangular stamp.

L-M Asphalt Partners, Ltd.
dba ATS Construction
By Todd McDaniel, PE
Project Manager and Estimator

RESOLUTION NO. _____ - 2024

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE CHANGE ORDER NO. ONE (1) TO THE CONTRACT WITH L-M ASPHALT PARTNERS LTD, D/B/A ATS CONSTRUCTION FOR THE SALT DOME & ASSOCIATED IMPROVEMENTS OLD FRANKFORT PIKE, CONTRACT NO. 058-2024, INCREASING THE CONTRACT AMOUNT BY \$838,494.60, AND RAISING THE TOTAL CONTRACT AMOUNT TO \$4,887,177.60.

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. One (1), which is attached hereto and incorporated herein by reference, to the Contract with L-M Asphalt Partners LTD, d/b/a ATS Construction for the Salt Dome & Associated Improvements Old Frankfort Pike, Contract No. 058-2024, increasing the contract amount by \$838,494.60, and raising the total contract amount to \$4,887,177.60.

Section 2 – That an amount, not to exceed the sum of \$838,494.60 be and hereby is approved for payment to L-M Asphalt Partners LTD, d/b/a ATS Construction from account # 1105-303301-90511 (\$335,397.84), account # 4122-303301-90511 (\$125,774.19), and account # 1116-303301-90511 (\$377,322.57), pursuant to the terms of Change Order No. 1.

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

RESOLUTION NO. 593 - 2024

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE CHANGE ORDER NO. ONE (1) TO THE CONTRACT WITH L-M ASPHALT PARTNERS LTD, D/B/A ATS CONSTRUCTION FOR THE SALT DOME & ASSOCIATED IMPROVEMENTS OLD FRANKFORT PIKE, CONTRACT NO. 058-2024, INCREASING THE CONTRACT AMOUNT BY \$838,494.60, AND RAISING THE TOTAL CONTRACT AMOUNT TO \$4,887,177.60.

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. One (1), which is attached hereto and incorporated herein by reference, to the Contract with L-M Asphalt Partners LTD, d/b/a ATS Construction for the Salt Dome & Associated Improvements Old Frankfort Pike, Contract No. 058-2024, increasing the contract amount by \$838,494.60, and raising the total contract amount to \$4,887,177.60.

Section 2 – That an amount, not to exceed the sum of \$838,494.60 be and hereby is approved for payment to L-M Asphalt Partners LTD, d/b/a ATS Construction from account # 1105-303301-90511 (\$335,397.84), account # 4122-303301-90511 (\$125,774.19), and account # 1116-303301-90511 (\$377,322.57), pursuant to the terms of Change Order No. 1.

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

PASSED URBAN COUNTY COUNCIL: November 21, 2024

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT CONTRACT CHANGE ORDER Page 1 of 2		Date:	November 4, 2024
		Project:	New Salt Dome & Associated Improvements Old Frankfort Pike
		Location:	1791 Old Frankfort Pike
		Contract No.	LF00207548
		Original Contract Amt.	\$4,048,683.00
To (Contractor): L-M Asphalt Partners LTD, d/b/a ATS Construction 3009 Atkinson Ave #400 Lexington, KY 40509		Cumulative Amount of Previous Change Orders	\$0.00
		Percent Change - Previous Change Orders	0.00%
		Total Contract Amount Prior to this Change Order	\$4,048,683.00
		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	Vertically extend 2 landfill gas vent risers to be +/-24" above finished surface.		\$2,520.00
2	Adding a double dose of fiber reinforcement to all asphalt surface on the project.		\$55,728.00
3	Construction services to increase the size of the proposed training pad expansion by an additional 2.5 acres.		\$780,246.60
	Total decrease	\$0.00	
	Total increase		\$838,494.60
	Net Amount of this Change Order	\$838,494.60	
	New Contract Amount Including this Change Order	\$4,887,177.60	
	Percent Change - This Change Order		20.71%
	Percent Change - All Change Orders		20.71%
The time provided for the completion in the contract and all provisions of the contract will apply hereto.			
Recommended by <u><i>David M. [Signature]</i></u> (Proj. Manager) Date <u>11-5-2024</u>			
Accepted by <u>See Attached documents (3)</u> (Contractor) Date <u>11-1-2024</u>			
Approved by <u><i>Stanley Albright</i></u> (Commissioner) Date <u>11/5/24</u>			
Approved by <u><i>Glenda [Signature]</i></u> (Mayor or CAO) Date <u>11/10/24</u>			

Salt Dome Change Order Expanded Driver Pad

Sheet	Item	Qty	Unit	UP	Total	
	Staking***	1	LS	\$ 3,500.00	\$ 3,500.00	
	Landlok 450 Turf Reinforcement Mat	500	SY	\$ 6.00	\$ 3,000.00	
Sheet C 2.1	Remove Existing Asphalt Pavement***	8.00	SY	\$ 2.75	\$ 22.00	
Sheet C 2.1	Redistribute Topsoil***	435.00	CY	\$ 12.00	\$ 5,220.00	
Sheet C 2.1	ESC	1.00	LS	\$ 4,500.00	\$ 4,500.00	(Includes ditching, straw wattle)
Sheet C 3.1	Full Depth Asphalt Pavement***	11,672.00	SY	\$ 46.40	\$ 541,580.80	
Sheet C 3.1	Header Curb***	720.00	LF	\$ 38.00	\$ 27,360.00	
Sheet C 5.1	Flexamat	1,380.00	SY	\$ 70.00	\$ 96,600.00	
Sheet C 5.1	Channel Lining	50.00	TON	\$ 40.00	\$ 2,000.00	
Sheet C 5.1	24" Reinforced Concrete Pipe***	104.00	LF	\$ 180.00	\$ 18,720.00	
Sheet C 5.1	18" Reinforced Concrete Pipe	24.00	LF	\$ 175.00	\$ 4,200.00	
Sheet C 5.1	KYTC Type B Modified 15'	2.00	EA	\$ 9,000.00	\$ 18,000.00	(Not available in LFUCG structure)
Sheet C 5.1	LFUCG 24" ELL Headwall	1.00	EA	\$ 4,500.00	\$ 4,500.00	
Sheet C 5.1	LFUCG 4' Non-Circular Manhole	1.00	EA	\$ 2,500.00	\$ 2,500.00	
Sheet C 5.1	LFUCG 24" Pipe Culvert Headwall	2.00	EA	\$ 3,500.00	\$ 7,000.00	
				Total	\$ 738,702.80	
	Remove Existing Asphalt Pavement***	667.00	SY	\$ 2.75	\$ 1,834.25	(Directed by Engineer)
	Full Depth Asphalt Pavement***	214.00	SY	\$ 46.40	\$ 9,929.60	(Directed by Engineer)
	Asphalt Surface Overlay	667.00	SY	\$ 39.85	\$ 26,579.95	(Directed by Engineer, excludes DD Fiber)
Sheet C 5.1	Alt #3- Channel Lining	80.00	TON	\$ 40.00	\$ 3,200.00	
***	Existing Bid Item				\$ 780,246.60	GRAND TOTAL

Todd McDaniel



Digitally signed by Todd McDaniel
DN: cn=Todd McDaniel, o=McDaniel Construction, ou=McDaniel Construction, email=todd@mcconstruction.com, c=US
Date: 2024.11.05 09:41:19 -0500



August 8, 2024

Liz Dienst, PE
Strand Associates Inc.

RE: LFUCG Salt Dome
Gas Vent Adjustment Change Order Proposal

Ms. Dienst:

As requested, the following supplemental Unit Prices are hereby submitted for your consideration for furnishing all labor, equipment and materials for the following items of work on the above referenced project.

Description	Quantity	Unit	Unit Price	Total
Adjust Vent Pipes (2)	1	LS	\$ 5,040.00	\$ 5,040.00
			GRAND TOTAL	\$ 5,040.00

Should additional information be needed, please contact me at (606) 813-6671.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read 'T. McDaniel', is written over a light blue horizontal line.

L-M Asphalt Partners, Ltd.
dba ATS Construction
By Todd McDaniel, PE
Project Manager and Estimator

Changed to \$2,520.00 1 LS,
official 10/30/2024.

TWM 10/30/2024



September 30, 2024

Liz Dienst, PE
Strand Associates Inc.

RE: LFUCG Salt Dome
Asphalt Surface- Double Dose Fiber Change Order Proposal

Ms. Dienst:

As requested, the following supplemental Unit Prices are hereby submitted for your consideration for furnishing all labor, equipment and materials for the following items of work on the above referenced project.

Description	Quantity	Unit	Unit Price	Total
DD Fiber for Asphalt Surface	3,483	TON	\$ 16.00	\$ 55,728.00
TOTAL				\$ 55,728.00

Should additional information be needed, please contact me at (606) 813-6671.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read 'Todd McDaniel', is written over a light blue circular stamp.

L-M Asphalt Partners, Ltd.
dba ATS Construction
By Todd McDaniel, PE
Project Manager and Estimator

JUSTIFICATION FOR CHANGE

PROJECT: New Salt Dome & Associated Improvements Old Frankfort Pike

CONTRACT NO. LF00207548

CHANGE ORDER: 1

1. Necessity for change: Before this project started, LFUCG had two training pads to access for training; a large pad and a small pad. This original project included enlarging the small training pad to approximately the size of the large training pad. However, the original large training pad will be taken permanently out of service for training. Therefore, there would only be one large pad for training and other events that are open to the public. This proposed CO will provide construction services to increase the enlarged pad to 8.5 acres; almost double the size of the original large pad.
2. Is proposed change an alternate bid? ___Yes XNo
3. Will proposed change alter the physical size of the project? XYes ___No
If "Yes", explain. The original small training pad is 3.4 acres, currently proposed to be 6.0 acres, however this proposed redesign will produce plans to enlarge the training pad to 8.5 acres. Though the training pad will get larger, it stays well within the limits of the LFUCG property.
4. Effect of this change on other prime contractors: N/A
5. Has consent of surety been obtained? ___Yes XNot Necessary
6. Will this change affect expiration or extent of insurance coverage? ___Yes XNo
If "Yes", will the policies be extended? ___Yes ___No
7. Effect on operation and maintenance costs: There should be no change to operating costs and no short term maintenance costs. There will be long term maintenance costs of the asphalt pavement such as crack sealing. Resurfacing should not be needed for many years, especially with the double dose of fiber that is proposed for the asphalt surface.
8. Effect on contract completion date: The construction contractor has stated that they can complete the proposed changes before the end of the 2024 paving season, which is estimated to be December 20, 2024. The original project completion date was December 4th, 2024.


Commissioner

11/5/24
Date