Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Docket

Tuesday, February 24, 2026

3:00 PM

Packet

Council Chamber

Urban County Council Work Session

I. Public Comment - Issues on Agenda

II. Requested Rezonings/ Docket Approval

III. Approval of Summary

a **0156-26** Table of Motions: Council Work Session, February 17, 2026

Attachments: TOM 021726

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 **0151-26** Neighborhood Development Funds, February 24, 2026

Attachments: NDF List 2.24.26

b **0153-26** Council Capital Projects, February 24, 2026

Attachments: Capital List 2.24.26

c **0157-26** Summary: Budget, Finance, and Economic Development Committee, January 27, 2026

Attachments: 1-27-26 Meeting Summary

d **0158-26** Presentation: Lexington's Employment Trends & Occupational License Tax Forecast

Attachments: UK CBER LFUCF Forecast 2026

XI. Council Reports

XII. Public Comment - Issues Not on Agenda

XIII. Adjournment

Administrative Synopsis - New Business Items

a **0098-26** Authorization to execute a Ground Lease, pursuant to RFP No. 35-2025 with Social Impact Solar LLC ("SIS"), and a platform entity of Edelen Strategic Ventures LLC, for approximately 357 acres for the development, construction, and operation of a solar photovoltaic project located on the Haley Pike Landfill. Lease revenue estimate for year one is $30,345. (L0098-26) (Dugas/Albright)

Attachments:
Bluesheet memo - Signed
Lease - Version 10 Final
Exhibit A - Leased Premises Schematic
Exhibit B - Memorandum of Ground Lease
Exhibit C - Easements Schematic
Exhibit D - Mineral Rights
Exhibit E RFP #35-2025 Haley Pike Solar Lease
Exhibit E RFP 35-2025 SIS Response

b **0122-26** Authorization to execute an annual agreement with iconectiv, LLC, a sole source provider, for the Division of E911 to access iconectiv's database of phone numbers and corresponding carriers utilized by the 911 system nationwide, which is managed under contract with the FCC, at a cost of $6,000. Funds are budgeted. (L0122-26) (Patton/Armstrong)

Attachments:
Memo - iconnective 2026
iconectiv Sole Source 2026
Lexington Division of Enhanced 911_ELEP_Service_Agreement_Renewal_V
122-26 iconectiv 4898-7401-1280 v.1.doc

c **0127-26** Authorization to execute an internship agreement with Eastern Kentucky University for internships within the Division of Parks and Recreation. Example internships include trail maintenance, land management, and public program implementation in LFUCG natural areas. Other internships include working with program delivery for Therapeutic Recreation. No budgetary impact. (L0127-26) (Conrad/Ford)

Attachments:
Blue Sheet Memo_EKU_Internships_2026 - Revised - Signed
EKU Letter regarding Clinical-Practical Internship Agreement
EKU Clinical-Practical Internship Agreement
EKU - Certificate of Liability Insurance for Internship Agreement

d **0132-26** Authorization to execute a Professional Services Agreement with Taylor Martin to serve as Sexual Assault Nurse Examiners on an

"on-call" basis for a term of Feb. 6, 2026 - Dec. 31, 2026. At a cost of $96,667. Funds are budgeted. (L0132-26)(Weathers/Armstrong)

Attachments: 26- Blue Sheet SANE Agreement
Taylor Martin Agreement - Unsigned

e **0133-26** Authorization to purchase cardiac monitors from ZOLL, a sole source provider, to replace the monitors that are needed this cycle. To maintain the replacement cycle, the division annually budgets to replace three to four monitors along with ancillary equipment. At a cost of $73,500.00. Funds are budgeted. (L0133-26) (Wells/Armstrong)

Attachments: Zoll sole source Blue sheet Memo_022026
Zoll Sole Source_022026

f **0135-26** Authorization to approve a FY26 (Class B Infrastructure) Stormwater Quality Projects Incentive Grant for The Sanctuary Lexington LLC., in the amount of $211,155.49, to improve water quality and reduce stormwater runoff in the Cane Run Watershed by implementing improvements in the parking lot and other areas at 573 North Limestone. Funds are budgeted. (L0135-26) (Martin/Albright)

Attachments: Blue Sheet Memo
FY26 Class BI - The Sanctuary Lexington LLC - Council Map full_20251208
FY26 Class BI GAA Attachment A_The Sanctuary Lexington LLC_Grantee sig

g **0136-26** Authorization to execute Amendment No. 1 to the agreement with Central Christian Church (Disciples of Christ), Inc. (Reso 226-2024) to extend the period of performance to April 30, 2026, and to execute any other agreements or amendments with Central Christian Church, Inc. related to the use of these funds. CDBG funds were provided by the 2024 Consolidated Plan for salary for a Social Resource Consultant. No budgetary impact. (L0136-26) (Reynolds/Lanter)

Attachments: 26- Blue Sheet Memo Amendment Central Christian Church
First Amendment Central Christian Church_FY2024 CDBG
FY24 CDBG Central Christian Church Agreement - Fully Executed

h **0138-26** Authorization to accept grant funds in the amount of $6,745 for FY26 from the National Association of Police Athletic/Activities Leagues Inc for the Division of Police PAL program. Funds will be used to serve youth who may live in neighborhoods facing economic hardship, higher crime rates and limited access to safe, affordable youth programs. No matching funds required. Budget

amendment in process. (L0138-26)(Weathers/Armstrong)

Attachments: 26- Blue Sheet Memo National PAL Award
National Pal Award Notice
BA 14114
NPAL_MOA

i **0139-26** Authorization to amend Section 2-87(A) of the Code of Ordinances related to the membership of the Masterson Station Park Advisory Board to clarify Bracktown Neighborhood and soccer programming representation. No budgetary impact. (L0139-26)(Scott)

Attachments: MSPAB Membership Update
[draft] ORD xxx-26 Amending MSPAB Membership 4911-2530-4975 v.1

j **0140-26** Authorization to execute the necessary documents to enter into a limited engagement contract and statement of work with Dalaero, Inc., the UKG vendor partner supporting legacy Kronos timekeeping environment support services, and further authorize the Mayor or the Chief Information Officer as her designee to execute any future documents, necessary for the operation, support, or maintenance of the same, subject to the appropriation of sufficient funds. Cost for FY26 is $6,000. Funds are budgeted. (L0140-26)(Stewart/Rodgers)

Attachments: Dalaero Memorandum -UKG legacy Kronos upgrade
Delaero Master Services Agreement
Delaero SOW WFC Historical Data Preservation

k **0141-26** Authorization to execute Memorandums of Understanding with Children's Advocacy Center of the Bluegrass, Fayette Commonwealth's Attorney and Fayette County Attorney to ensure the needs of sexual and physical assault survivors are met through advocacy within law enforcement, the courts and victims' services with a coordinated community effort for the period between July 1, 2026 to June 30, 2027. No budgetary impact. (L0141-26) (Weathers/Armstrong)

Attachments: 26-Blue Sheet Memo VOCA Partner MOUs
Children's Advocacy Center for Mayor Signaature
Commonwealth's Att. for Mayor Signature
Fayette Co. Att for Mayor Signature

l **0144-26** Authorization to execute Change Order #3 with Champlin/Haupt Architects Inc dba EOP Architects for Design Services associated with the New Senior & Therapeutic Center in the amount of $92,000.00 due to additional design services associated with

paving Shillito Park Road, Brunswick Road, and improving accessibility in existing parking lots, increasing the contract amount from $993,750.00 to $1,085,750.00. Funds are budgeted. (L0144-26)(Ford)

Attachments: Memorandum_New Senior Therapeutic Center_EOP_CO3
Documentation_New Senior Therapeutic Center_EOP_CO3
Justification_New Senior Therapeutic Center_EOP_CO3
Contract Details _New Senior Therapeutic Center_EOP_CO3

m **0145-26** Authorization to execute Change Order #2 with Terracon for Special Inspections associated with soil density testing related to the New Senior & Therapeutic Center construction in the amount of $13,870.00 increasing the contract amount from $50,305.00 to $64,175.00. Funds are budgeted. (L0145-26)(Ford)

Attachments: Terracon - CO2 - Memo
Terracon - CO2 - Documentation for Change
Terracon - CO2 - Justification for Change
Terracon - CO2 - CO Details

n **0148-26** Authorization to accept an agreement of Affiliation with the Bluegrass Crime Stoppers, Inc. This agreement (pursuant to KRS Chapter 431) allows for the Crime Stoppers organization operating in a county may enter into a written agreement with the governing body of that county whereby the crime stoppers organization may be funded in part by a $1.00 fee added to court costs collected in that county. No budgetary impact. (L0148-26) (Weathers/Armstrong)

Attachments: Cover Memo - Bluegrass Crime Stoppers, Inc. - Agreement of Affiliation.pdf
Bluegrass Crime Stoppers - Renewed Agreement of Affiliation.pdf

o **0150-26** Authorization to approve an agreement with CaptionAdvantage for captioning services on all meetings televised by Lex TV, at a rate of $110/ hour, pursuant to RFP 45-2025. Agreement is for a period of five years starting Feb. 2, 2026. Total cost not to exceed $66,000 for FY26. Funds are budgeted. (L0150-26)(Salyers/Brown)

Attachments: Bluesheet Memo 2026
2026 LFUCG Caption Advantage Contract (reprint)
Caption Advantage RFP Response 45-2025
Caption Advantage RFP Supplemental

Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0156-26

File ID:	0156-26	**Type:**	Summary	**Status:**	Agenda Ready
Version:	1	**Contract #:**		**In Control:**	Urban County Council
				File Created:	02/19/2026
File Name:	Table of Motions: Council Work Session, February 17, 2026			**Final Action:**	
Title:	Table of Motions: Council Work Session, February 17, 2026				
Notes:					
Sponsors:				**Enactment Date:**	
Attachments:	TOM 021726			**Enactment Number:**	
Deed #:				**Hearing Date:**	
Drafter:				**Effective Date:**	

History of Legislative File

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

Text of Legislative File 0156-26

Title

Table of Motions: Council Work Session, February 17, 2026

URBAN COUNTY COUNCIL
WORK SESSION
TABLE OF MOTIONS
February 17, 2026

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

I. Public Comment – Issues on Agenda

II. Requested Rezonings/Docket Approval

III. Approval of Summary

Motion by Ellinger II to approve the February 10, 2026 Table of Motions. Seconded by Reynolds. Motion passed without dissent.

IV. Budget Amendments

V. Budget Adjustments – For Information Only

VI. New Business

Motion by Reynolds to approve New Business, as amended. Seconded by Baxter. Motion passed without dissent.

Motion by Wu to postpone item a (#0098-26) until the February 24, 2026 Council Work Session. Seconded by Curtis. Motion passed without dissent.

VII. Communications from the Mayor- Appointments

VIII. Communications from the Mayor- Donations

IX. Communications from the Mayor- Procurements

X. Continuing Business/Presentations

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

Reynolds, SSPS Chair, provided a summary of the January 13, 2026 Social Services and Public Safety Committee Meeting.

Motion by Reynolds to place on the docket for the February 26, 2026 Council Meeting, an ordinance creating Section 9-2.1 and amending Section 12-1(C) of the Code of Ordinances, effective 180 days after passage. Seconded by Morton. Motion passed without dissent.

XI. Council Reports

Brown, BFED Chair, placed the following item in the Budget, Finance, and Economic Development Committee:

- Tourism and Improvement District (VisitLex)

XII. Public Comment – Issues Not on Agenda

XIII. Adjournment

Motion by Sevigny to adjourn at 3:57 p.m. Seconded by Curtis. Motion passed without dissent.

SMH 021726

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0151-26

File ID:	0151-26	**Type:**	Agenda Item	**Status:**	Agenda Ready
Version:	1	**Contract #:**		**In Control:**	Urban County Council
				File Created:	02/18/2026
File Name:	NDF List 2/24/26			**Final Action:**	

Title: Neighborhood Development Funds, February 24, 2026

Notes:

Sponsors:

Enactment Date:

Attachments: NDF List 2.24.26

Enactment Number:

Deed #:

Hearing Date:

Drafter:

Effective Date:

History of Legislative File

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

Text of Legislative File 0151-26

Title

Neighborhood Development Funds, February 24, 2026

..Summary

Organization:

Fayette Alliance

Jared Sexton

169 N. Limestone, Ste 1B

Lexington, KY 40507

Purpose:

For sponsorship of Grow Smart Academy

Amount:

$ 1,500.00

Organization:

Community Inspired Lexington

Rebecca Webb
348 East Main Street
Lexington, KY 40507

Purpose:

For Hunger Doesn't Take a Spring Break to provide lunch for up to 700 kids daily

Amount:

$ 6,000.00

Organization:

Idle Hour Neighbors Alliance
Jack Taylor
2117 Saint Mathilda Drive
Lexington, KY 40502

Purpose:

For the printing of the spring neighborhood newsletter

Amount:

$ 650.00

Organization:

Lexington Community Porch
Veroqua Moore
466 Ash St.
Lexington, KY 40508

Purpose:

For support of multiple programs that assist unhoused/homeless individuals with food, clothing, and essentials

Amount:

$ 1,000.00

Organization:

Fayette County Farm Bureau Education Foundation
Joanna Weaver
1316 Versailles Rd.
Lexington, KY 40504

Purpose:

For the 2026 auction fundraiser

Amount:

$ 500.00

Organization:
YMCA of Central KY
Jessica Berry
381 W. Loudon Ave.
Lexington, KY 40508
Purpose:
For expenses related to STEM Black History celebration at the YMCA
Amount:
$ 500.00

Organization:
Bryan Station Traditional Magnet School PTSA
Kelly Bartley
1865 Wickland Drive
Lexington, KY 40505
Purpose:
To sponsor a community event for students and families during spring 2026 to foster connection between northside and spanish immersion communities
Amount:
$ 950.00

Organization:
Marafiki Center
857 Sparta Ct. Ste. A
Lexington, KY 40504
Elisha Mutayongwa
Purpose:
To host a free festival for over 600 attendees for Swahili Day
Amount:
$ 2,600.00

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

Purpose:
To support the 15th annual Mr. and Mrs. Basketball awards ceremony
Amount:
$ 1,200.00

Organization:
Lexington Childrens Museum
440 West Short St.
Lexington, KY 40507
Colby Ernest
Purpose:
To support the annual Triple Crown Advisors night for the Museum
Amount:
$ 1,750.00

Organization:
Lexington Leadership Foundation c/o Look Good Feel Good
422 Codell Drive
Lexington, KY 40509
Troy Black
Purpose:
To assist with expenses related to their March 27, 2026 event
Amount:
$ 900.00

Organization:
Lyric Theatre and Cultural Arts Center
300 E.Third Street
Lexington, KY 40508
Christian Adair
Purpose:
To assist with expenses related to programming to celebrate Black History Month
Amount:
$ 900.00

Organization:
A Caring Place

PO Box 23871
Lexington, KY 40517
Alex Chadwell

Purpose:

For their meal program that works to support older adults and people with disabilities

Amount:

$ 1,150.00

Neighborhood Development Funds
February 24, 2026
Work Session

Amount	Recipient	Purpose
$ 1,500.00	Fayette Alliance Jared Sexton 169 N. Limestone, Ste 1B Lexington, KY 40507	For sponsorship of Grow Smart Academy
$ 6,000.00	Community Inspired Lexington Rebecca Webb 348 East Main Street Lexington, KY 40507	For Hunger Doesn't Take a Spring Break to provide lunch for up to 700 kids daily
$ 650.00	Idle Hour Neighbors Alliance Jack Taylor 2117 Saint Mathilda Drive Lexington, KY 40502	For the printing of the spring neighborhood newsletter
$ 1,000.00	Lexington Community Porch Veroqua Moore 466 Ash St. Lexington, KY 40508	For support of multiple programs that assist unhoused/homeless individuals with food, clothing, and essentials
$ 500.00	Fayette County Farm Bureau Education Foundation Joanna Weaver 1316 Versailles Rd. Lexington, KY 40504	For the 2026 auction fundraiser
$ 500.00	YMCA of Central KY Jessica Berry 381 W. Loudon Ave. Lexington, KY 40508	For expenses related to STEM Black History celebration at the YMCA
$ 950.00	Bryan Station Traditional Magnet School PTSA Kelly Bartley 1865 Wickland Drive Lexington, KY 40505	To sponsor a community event for students and families during spring 2026 to foster connection between northside and spanish immersion communities
$ 2,600.00	Marafiki Center 857 Sparta Ct. Ste. A Lexington, KY 40504 Elisha Mutayongwa	To host a free festival for over 600 attendees for Swahili Day
$ 1,200.00	Kentucky Lions Eye Foundation 301 E. Muhammad Ali Blvd. Louisville, KY 40202 Jennifer Spurling	To support the 15th annual Mr. and Mrs. Basketball awards ceremony
$ 1,750.00	Lexington Childrens Museum 440 West Short St. Lexington, KY 40507 Colby Ernest	To support the annual Triple Crown Advisors night for the Museum

$ 900.00	Lexington Leadership Foundation c/o Look Good Feel Good 422 Codell Drive Lexington, KY 40509 Troy Black	To assist with expenses related to their March 27, 2026 event
$ 900.00	Lyric Theatre and Cultural Arts Center 300 E.Third Street Lexington, KY 40508 Christian Adair	To assist with expenses related to programming to celebrate Black History Month
$ 1,150.00	A Caring Place PO Box 23871 Lexington, KY 40517 Alex Chadwell	For their meal program that works to support older adults and people with disabilities

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0153-26

File ID:	0153-26	**Type:**	Agenda Item	**Status:**	Agenda Ready
Version:	1	**Contract #:**		**In Control:**	Urban County Council
				File Created:	02/18/2026
File Name:	Capital List 2/24/26			**Final Action:**	

Title: Council Capital Projects, February 24, 2026

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	Capital List 2.24.26	**Enactment Number:**	
Deed #:		**Hearing Date:**	
Drafter:		**Effective Date:**	

History of Legislative File

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

Text of Legislative File 0153-26

Title

Council Capital Projects, February 24, 2026

..Summary

Organization:

McConnell's Trace Neighborhood Association

Mark Stringer

1105-121001-0001-71102

Purpose:

To help complete a major beautification project at the White Oak entrance to the neighborhood supported by Corridor's grant

Amount:

$ 2,000.00

Organization:

LFUCG - Streets and Roads
Nathan Dickerson
1105-303301-0001-93011

Purpose:

To reallocate District 6 Council Capital funding from Traffic Engineering (original BA #13168) to Streets and Roads for repairing the baseline failure on Ogden Way

Amount:

$ 12,000.00

Council Capital Projects
February 24, 2026
Work Session

Amount	Recipient	Purpose
$ 2,000.00	McConnell's Trace Neighborhood Association Mark Stringer 1105-121001-0001-71102	To help complete a major beautification project at the White Oak entrance to the neighborhood supported by Corridor's grant
$ 12,000.00	LFUCG - Streets and Roads Nathan Dickerson 1105-303301-0001-93011	To reallocate District 6 Council Capital funding from Traffic Engineering (original BA #13168) to Streets and Roads for repairing the baseline failure on Ogden

Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0157-26

File ID:	0157-26	**Type:**	Summary	**Status:**	Agenda Ready
Version:	1	**Contract #:**		**In Control:**	Urban County Council
				File Created:	02/19/2026
File Name:	Summary: Budget, Finance, and Economic Development Committee, January 27, 2026			**Final Action:**	
Title:	Summary: Budget, Finance, and Economic Development Committee, January 27, 2026				
Notes:					
Sponsors:				**Enactment Date:**	
Attachments:	1-27-26 Meeting Summary			**Enactment Number:**	
Deed #:				**Hearing Date:**	
Drafter:				**Effective Date:**	

History of Legislative File

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

Text of Legislative File 0157-26

Title

Summary: Budget, Finance, and Economic Development Committee, January 27, 2026

Budget, Finance & Economic Development (BFED) Committee

January 27, 2026

Summary and Motions

Chair James Brown called the meeting to order at 1:01 p.m. Vice Mayor Dan Wu, and Committee Members Chuck Ellinger, Shayla Lynch, Liz Sheehan, Lisa Higgins-Hord, Joseph Hale, Whitney Baxter, Dave Sevigny, and Jennifer Reynolds were in attendance as voting members.

I. APPROVAL OF OCTOBER 21, 2025, COMMITTEE SUMMARY

A motion by Ellinger to approve October 21, 2025, Committee Summary, seconded by Baxter, passed without dissent.

II. FY26 QUARTER 2 FINANCIAL UPDATE

Commissioner Hensley and Director Lueker presented the FY26 Quarter 2 financial update. Through December 31, 2025, General Fund revenues total $261.8 million and expenses total $243 million. Overall revenues are 3.2% above budget and 6.5% above the prior year. Payroll withholding and property tax collections are performing above budget. Net profit collections reflect timing shifts due to the federal tax deadline change; when adjusted for that shift, net profits are slightly under budget but flat compared to prior year. Investment income is below budget projections.

On the expenditure side, total expenses are 6.5% below budget at the mid-point of the fiscal year. Personnel expenses remain within 2% of budget. Operating variances are largely attributable to timing, particularly within Public Safety departments where several budgeted expenditures, including software, equipment purchases, and medical contracts—are expected to occur later in the fiscal year.

The Committee also received updates on other major funds. The Urban Services Fund shows revenues above budget and expenditures below budget, resulting in a positive variance in fund balance. The Sanitary Sewer Operating Fund reflects revenues slightly below budget but expenditures significantly below budget, producing a favorable fund balance variance. The Water Quality Operating Fund is largely on budget for revenues and below budget on expenditures. The Landfill Fund reflects revenues below projections but lower-than-expected expenditures, resulting in a smaller-than-anticipated draw on fund balance. No action was taken on this item.

III. ANNUAL COMPREHENSIVE FINANCIAL REVIEW (ACFR)

The Committee received the FY25 Annual Comprehensive Financial Review (ACFR) and audit report from Crosslin Certified Public Accountants. Auditors issued an unmodified opinion, indicating a clean audit. There were no findings, no material weaknesses, and no significant deficiencies identified. Additionally, no audit adjustments were required as part of the review. As part of the required Single Audit of federal grant activity, approximately $58 million in federal expenditures were tested. The Single Audit resulted in no findings.

The Committee was also advised of a major accounting standard implementation under GASB 101 (Compensated Absences). This change shifts the methodology for accruing sick leave liability from a one-year estimate to a five-year average accrual method. The implementation resulted in an approximate $14 million adjustment to beginning net position and is intended to improve the long-term accuracy and reliability of liability reporting. No action was taken on this item.

IV. INFRASTRUCTURE FINANCING PLAN

The Committee received a presentation from Partners for Economic Solutions and Gresham Smith regarding the proposed Infrastructure Financing Plan (IFP) framework and implementation strategy. The presentation outlined the project timeline and the development of baseline capital cost estimates using the Urban Growth Master Plan (UGMP) as the policy foundation.

The IFP framework distinguishes between one-time capital costs and ongoing operating and maintenance (O&M) costs. Proposed funding components for capital infrastructure include impact fees, privilege fees, development districts, special assessment districts, expanded user fees, and in some cases private ownership structures such as HOAs.

A significant portion of the presentation focused on the proposed privilege fee structure. Under this approach, a developer would fund, and construct oversized or regional infrastructure improvements—such as sewer pump stations, force mains, boulevards, or off-site road improvements—that serve additional properties beyond the subject development. Future developers who benefit from those improvements would reimburse the original developer. The process includes developer initiation, identification of benefiting properties by LFUCG, execution of a contract, construction, cost auditing by LFUCG, and establishment of reimbursement with interest.

The presentation emphasized that the privilege fee structure is intended to be simple, transparent, legally sound, and responsive to market demand while aligning with government-established growth policies. Private construction is anticipated to reduce both costs and delivery time. The Committee also discussed ongoing annual O&M costs associated with expanded growth areas, including waste management, street maintenance, streetlighting, stormwater facilities, parks, greenways, and shared-use paths. Three potential funding approaches were identified: creation of new fees, use of existing fee structures, or private responsibility. Any ongoing costs not covered by dedicated fees would be paid from the General Fund.

Next steps include development of a draft ordinance, preparation of an implementation handbook, evaluation of staffing levels and governance structure, identification of process and software needs, and software procurement to support administration of the program. No action was taken on this item.

V. ANNUAL REVIEW OF COMMITTEE REFERRALS

The following committee referrals were unanimously approved for removal from Committee: Downtown Projects Update, City Hall Feasibility Study, Disparity Study, Micro transit and Medical Debt Relief.

VI. ADJOURNMENT

A motion by Reynolds to adjourn at 2:47 p.m., seconded by Curtis, passed without dissent.

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0158-26

File ID:	0158-26	**Type:**	Presentation	**Status:**	Agenda Ready
Version:	1	**Contract #:**		**In Control:**	Urban County Council
				File Created:	02/19/2026
File Name:	Presentation: Lexington's Employment Trends & Occupational License Tax Forecast			**Final Action:**	
Title:	Presentation: Lexington's Employment Trends & Occupational License Tax Forecast				
Notes:					
Sponsors:				**Enactment Date:**	
Attachments:	UK CBER LFUCF Forecast 2026			**Enactment Number:**	
Deed #:				**Hearing Date:**	
Drafter:				**Effective Date:**	

History of Legislative File

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

Text of Legislative File 0158-26

Title

Presentation: Lexington's Employment Trends & Occupational License Tax Forecast

Lexington's Employment Trends & Occupational License Tax Forecast

Lexington-Fayette Urban County Council

February 24, 2026

Michael W. Clark, Ph.D.
Associate Professor of Economics
Director, Center for Business and Economic Research
michael.clark@uky.edu
859 257 6226

Gatton College of Business and Economics
Center for Business and Economic Research

Overview

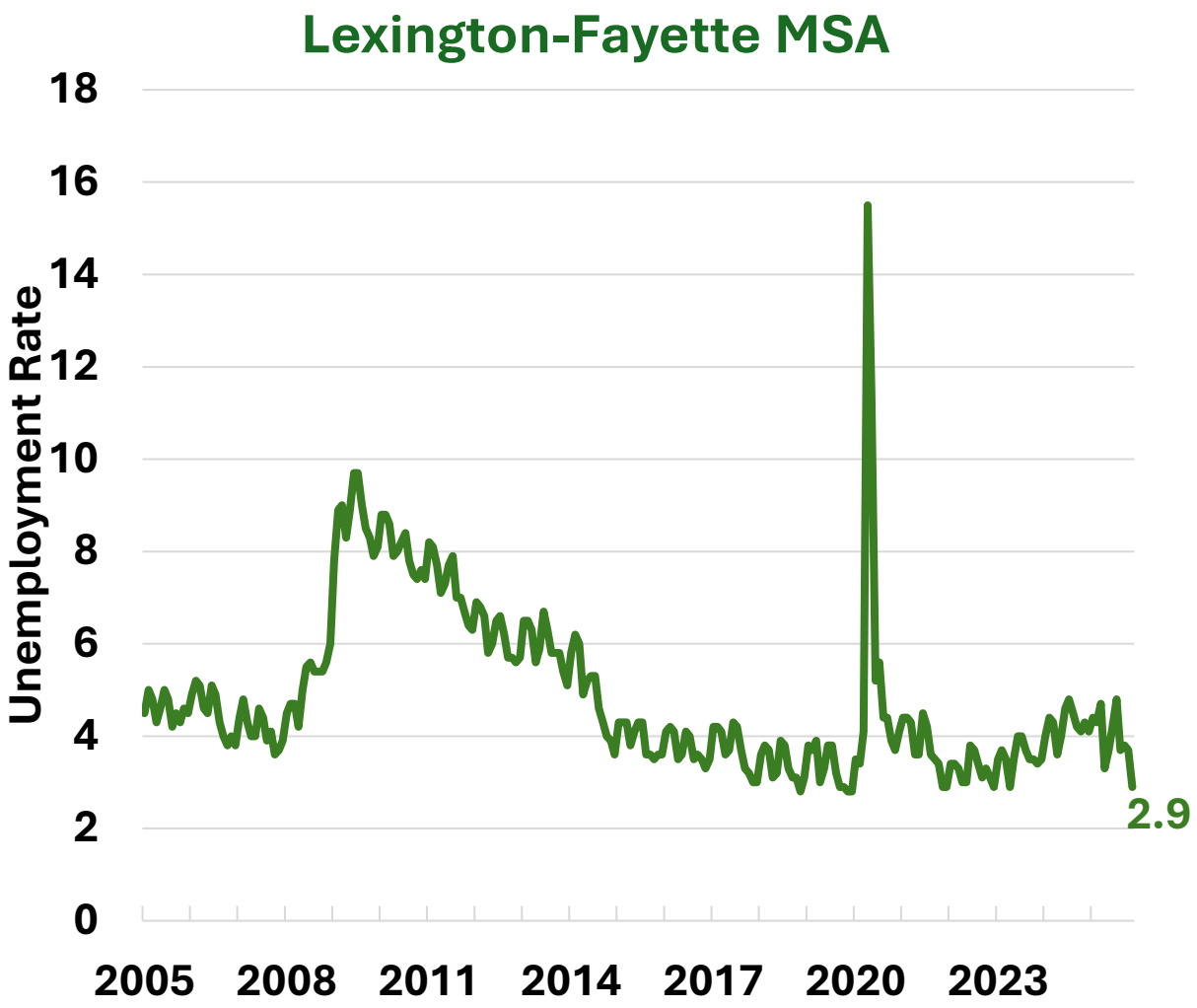
National economy

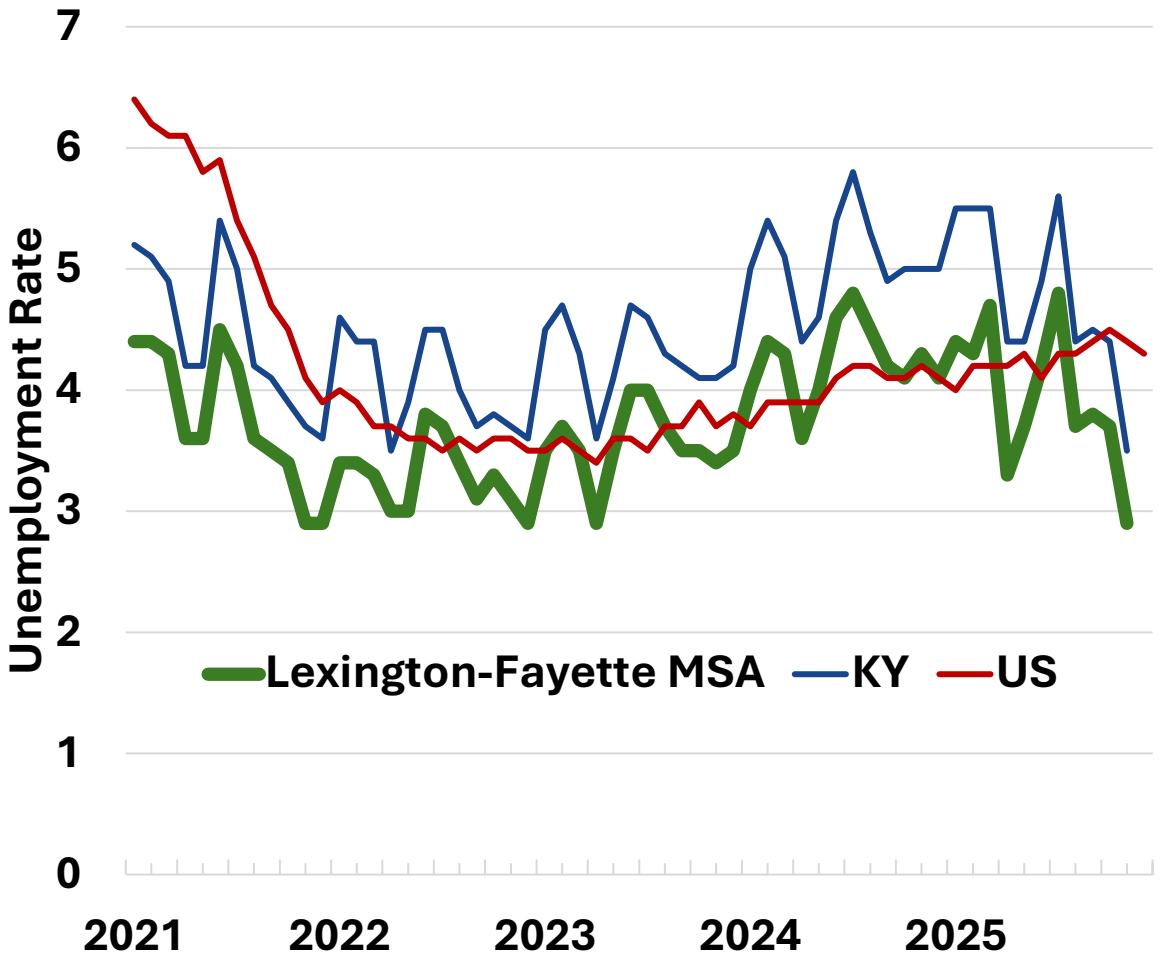
- Inflation pressures remain
- Employment grew but a slower pace
- Slower wage growth

Lexington

- Employment growth
  - slowed in FY 2025
  - expect slower growth in FY 2026 & 2027
- Will contribute to slower revenue growth

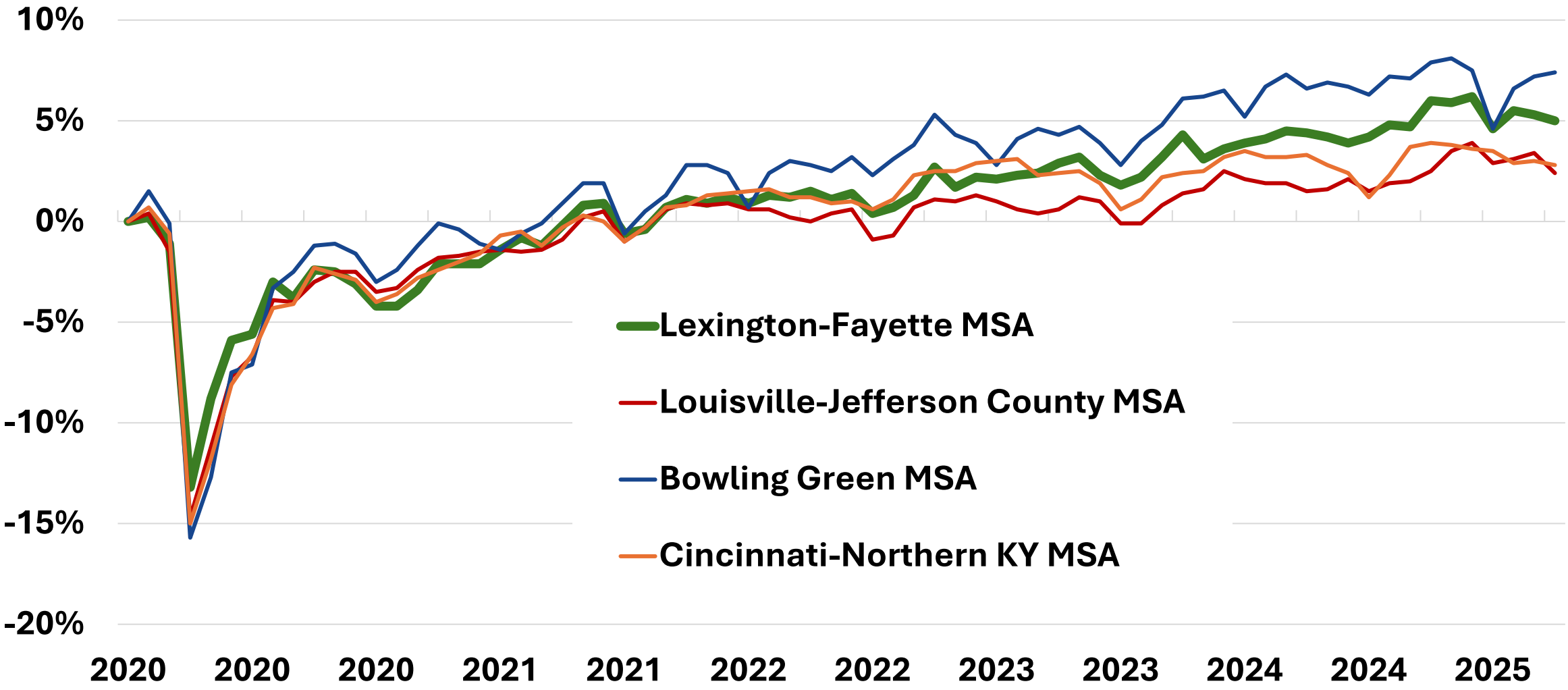
Unemployment Rates





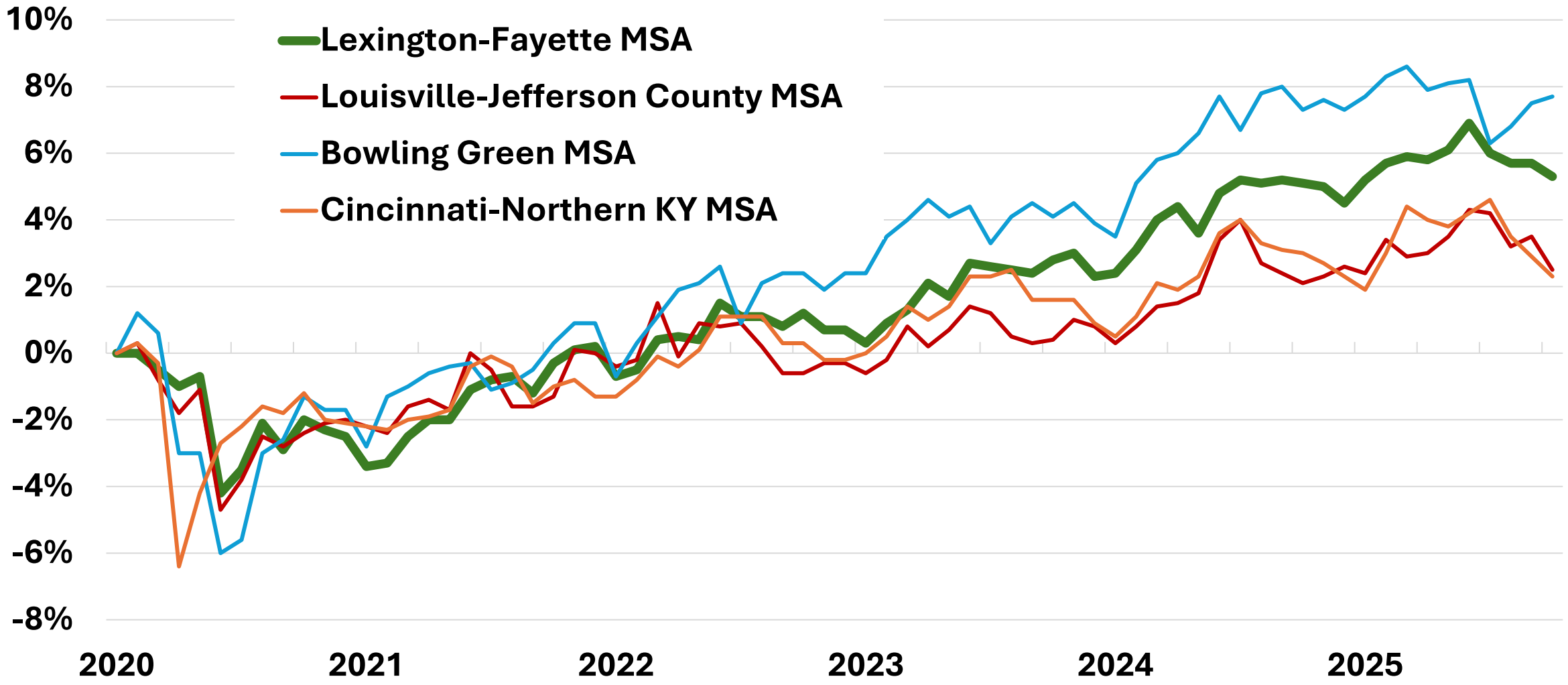
Source: US Bureau of Labor Statistics. Local Area Unemployment Statistics. Not Seasonally Adjusted.

Number of People Employed
Percent Change from January 2020



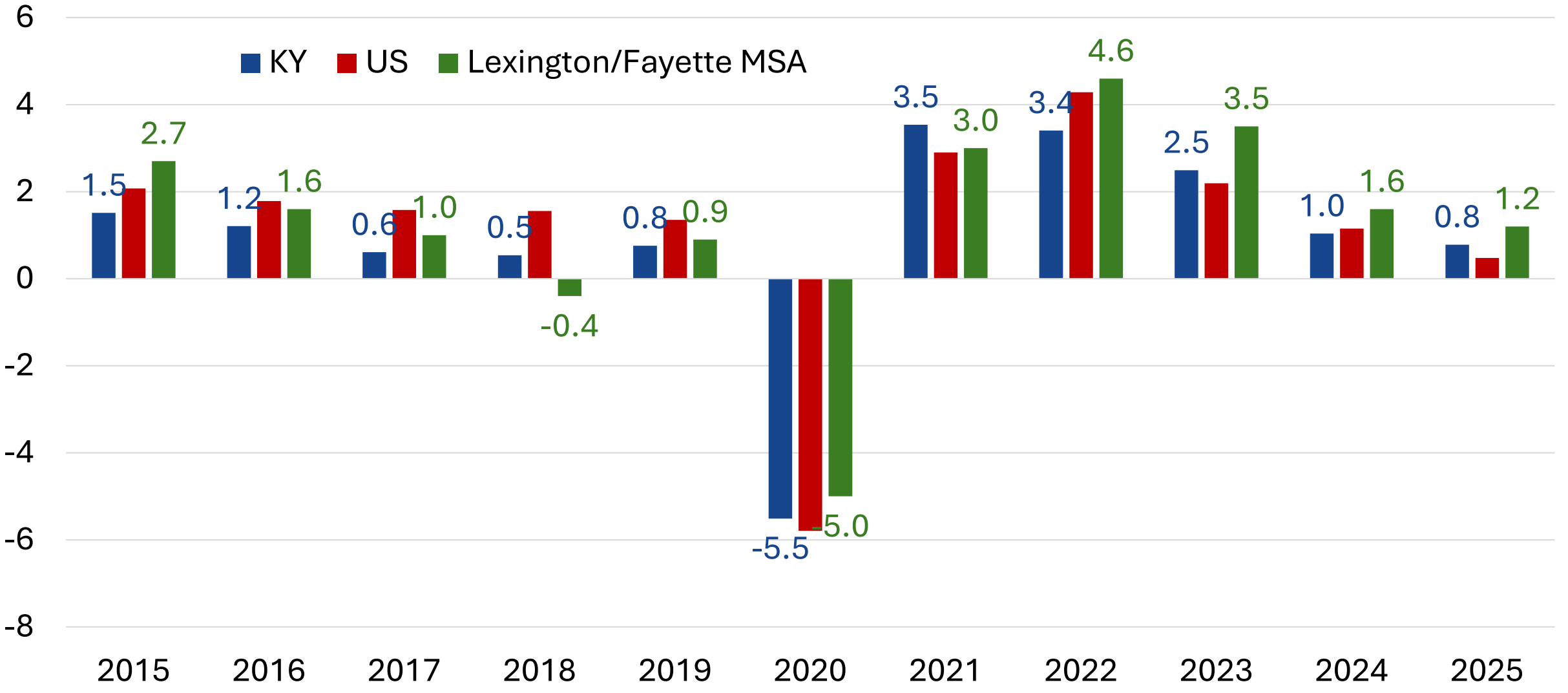
Source: US Bureau of Labor Statistics. Local Area Unemployment Statistics. Not Seasonally Adjusted.

Number of People in Labor Force
Percent Change from January 2020



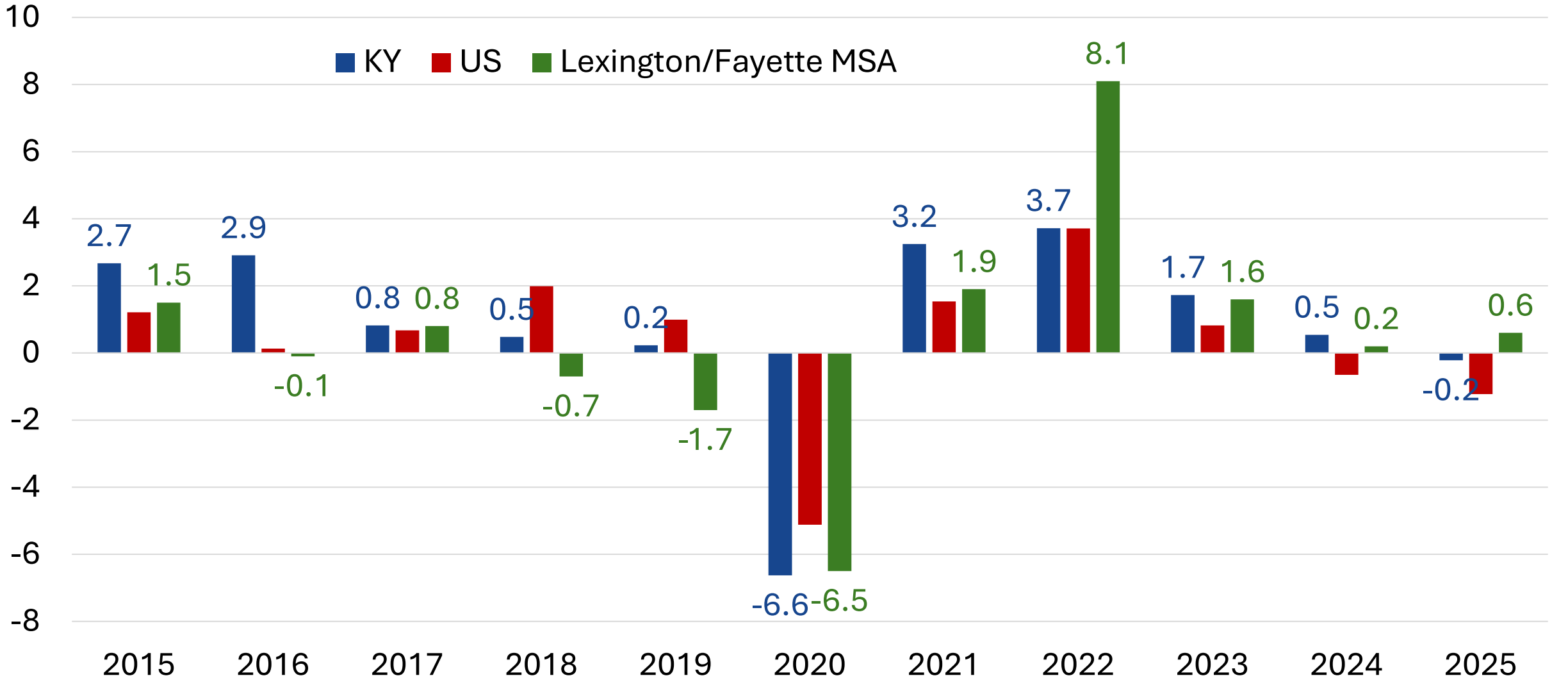
Source: US Bureau of Labor Statistics. Local Area Unemployment Statistics. Not Seasonally Adjusted.

Percent Change in Annual Total Nonfarm Employment (Jobs)



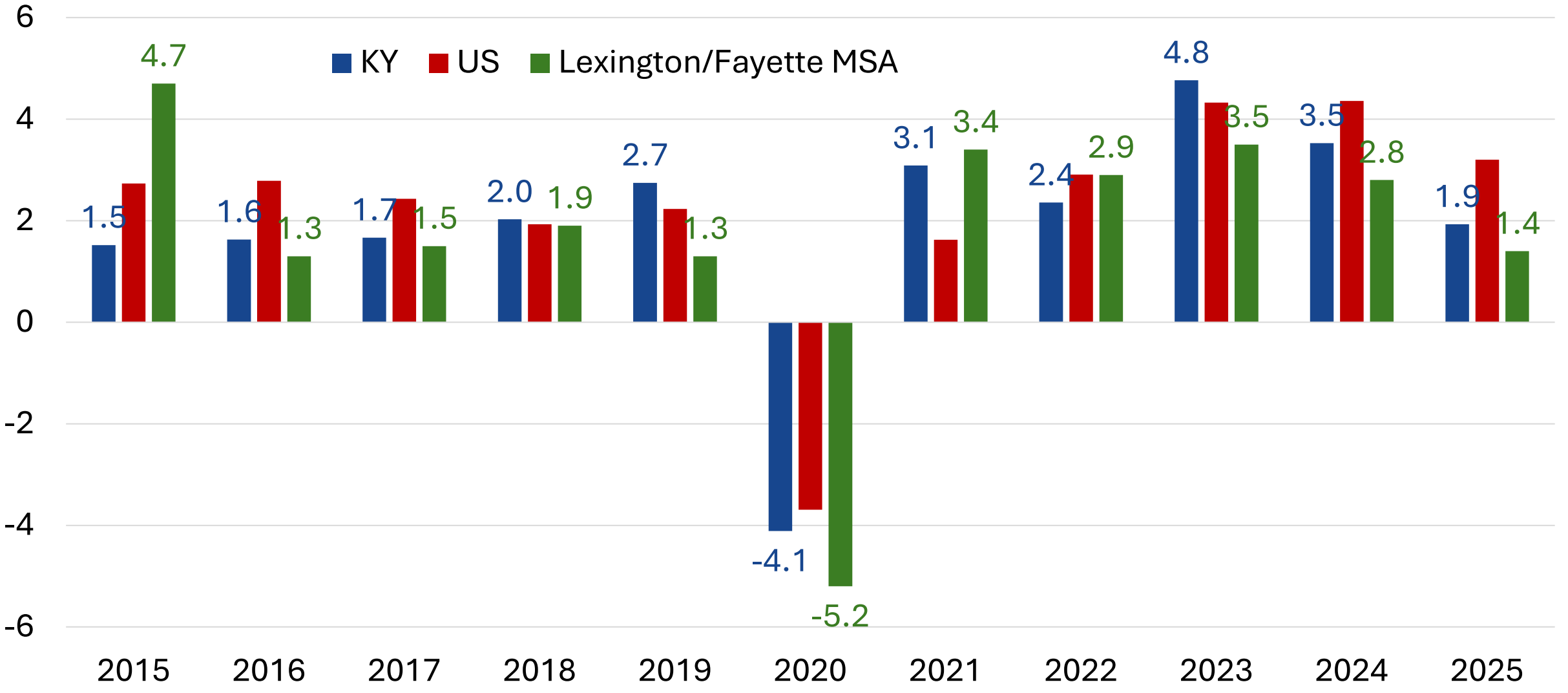
Source: US Bureau of Labor Statistics. Current Employment Statistics.

Percent Change in Annual Manufacturing Employment (Jobs)



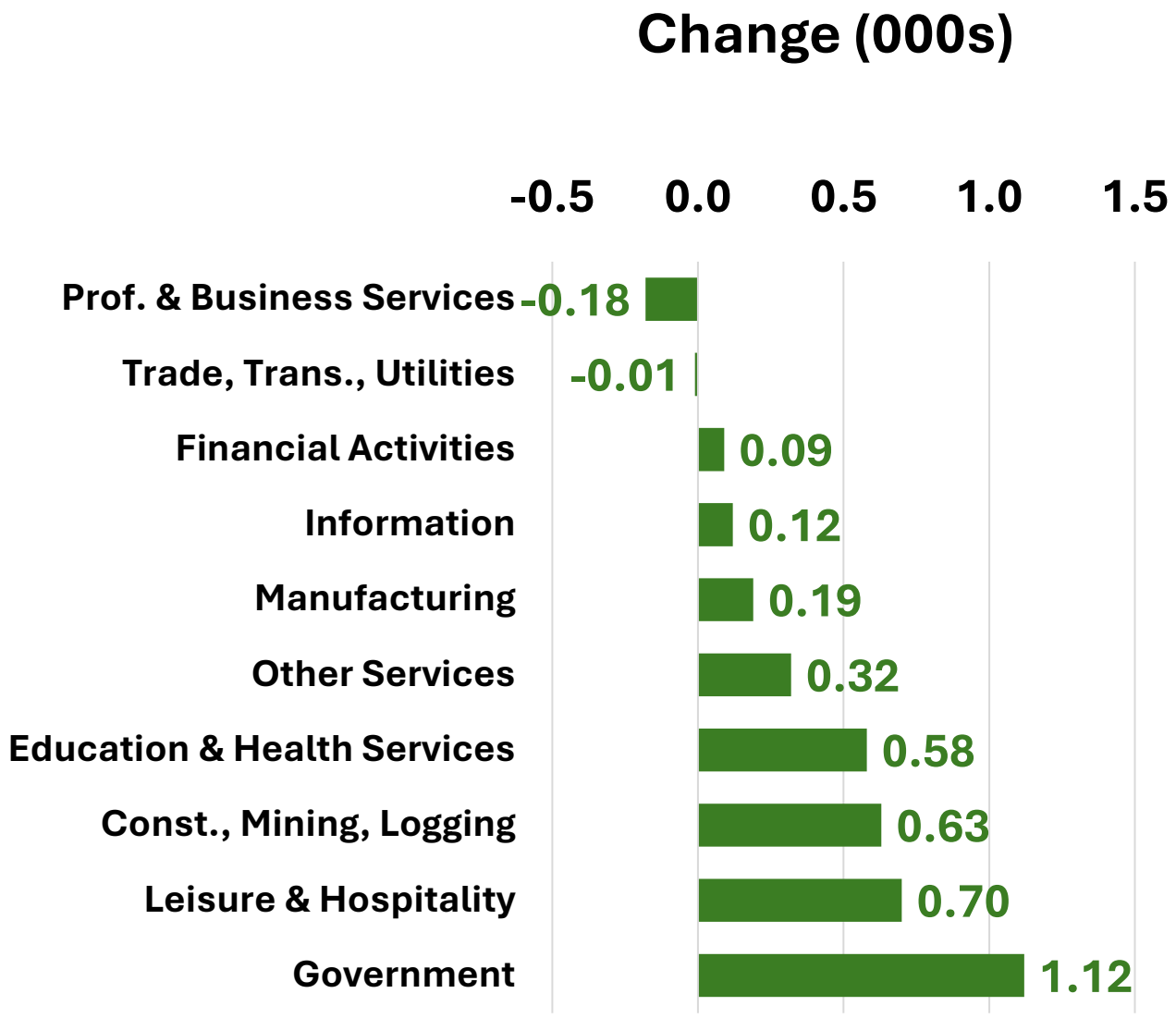
Source: US Bureau of Labor Statistics. Current Employment Statistics.

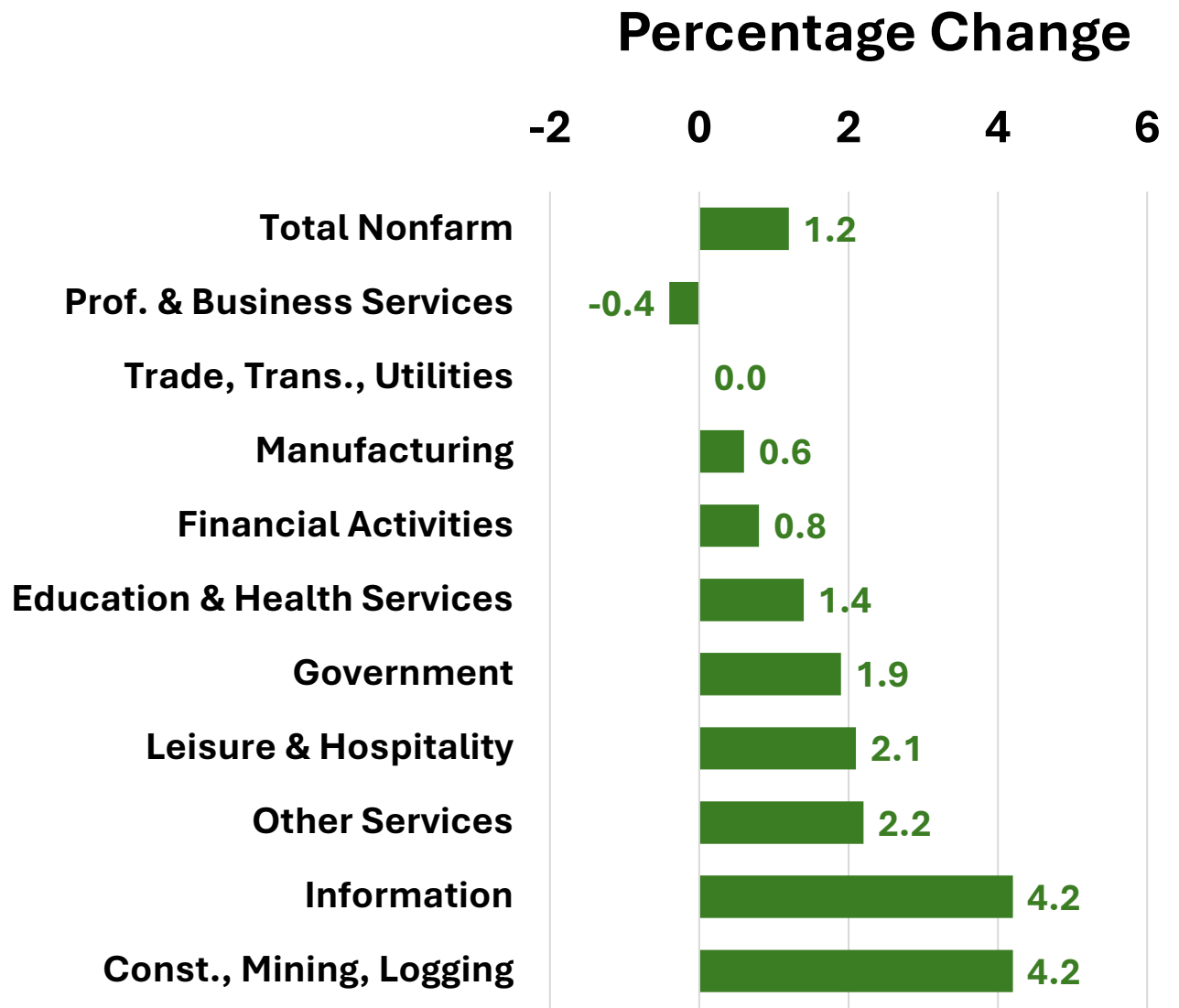
Percent Change in Annual Education & Health Care Employment (Jobs)



Source: US Bureau of Labor Statistics. Current Employment Statistics.

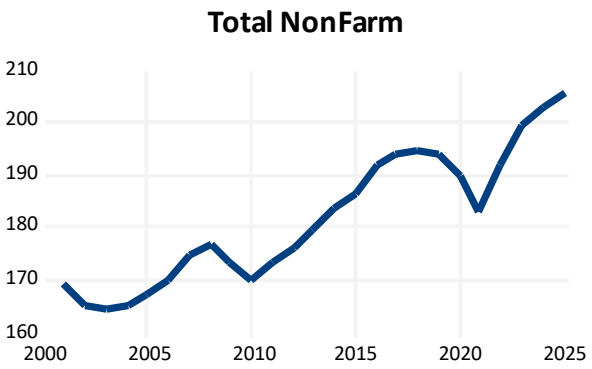
Change in Average Annual Employment, Lexington-Fayette MSA 2024 to 2025

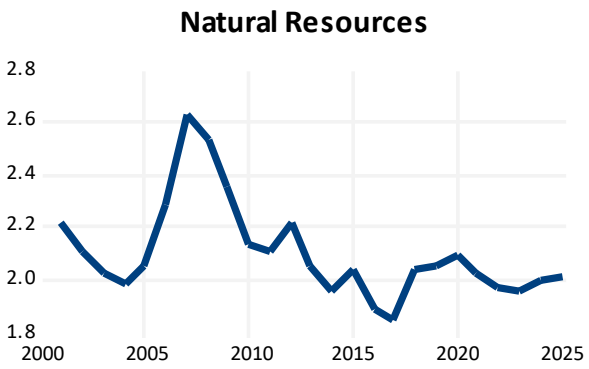


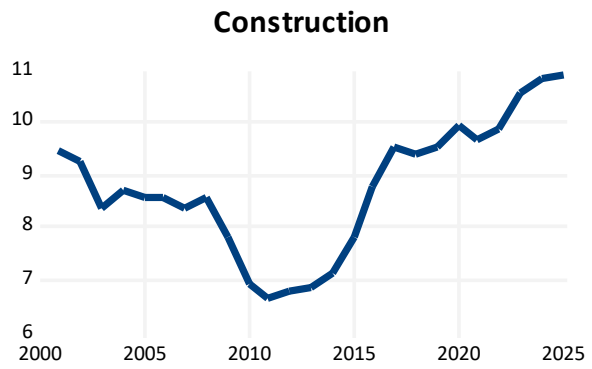


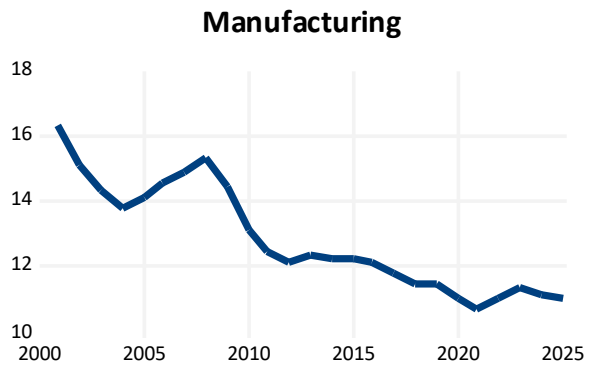
Source: US Bureau of Labor Statistics. Current Employment Statistics.

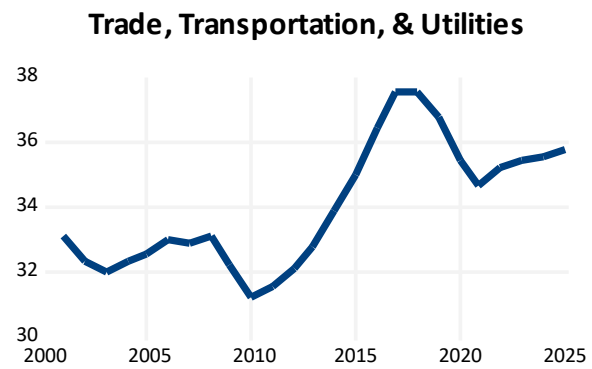
Fayette County Annual Employment by Sector (Jobs 000s)

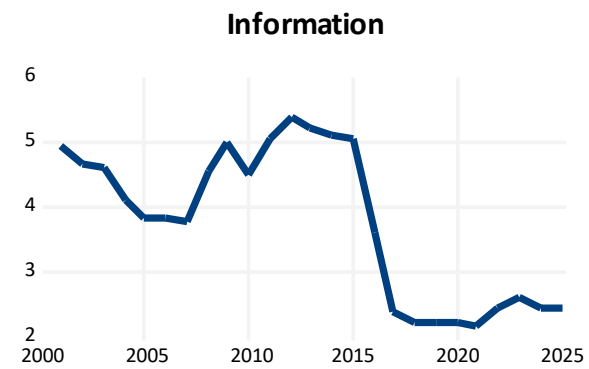


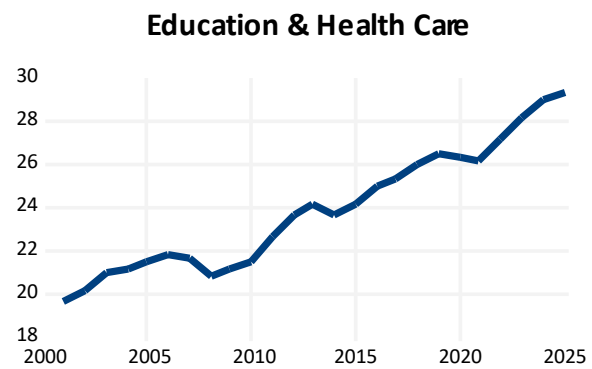


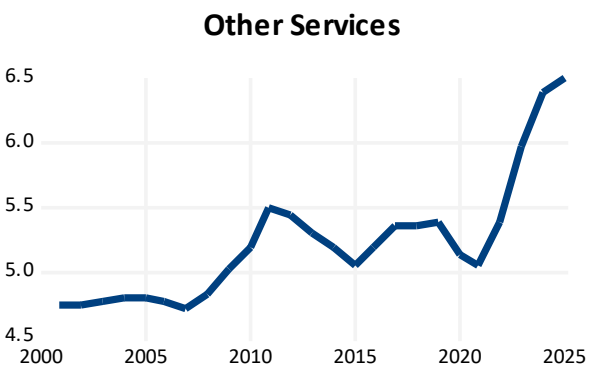


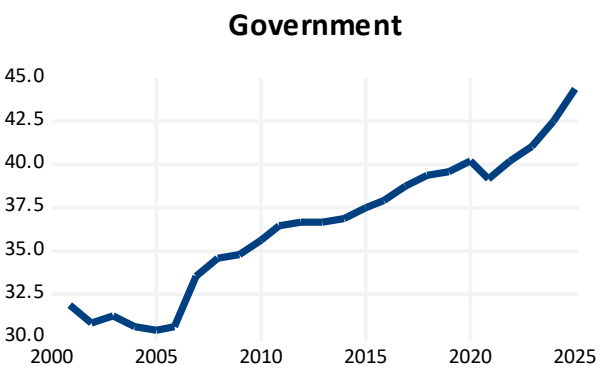






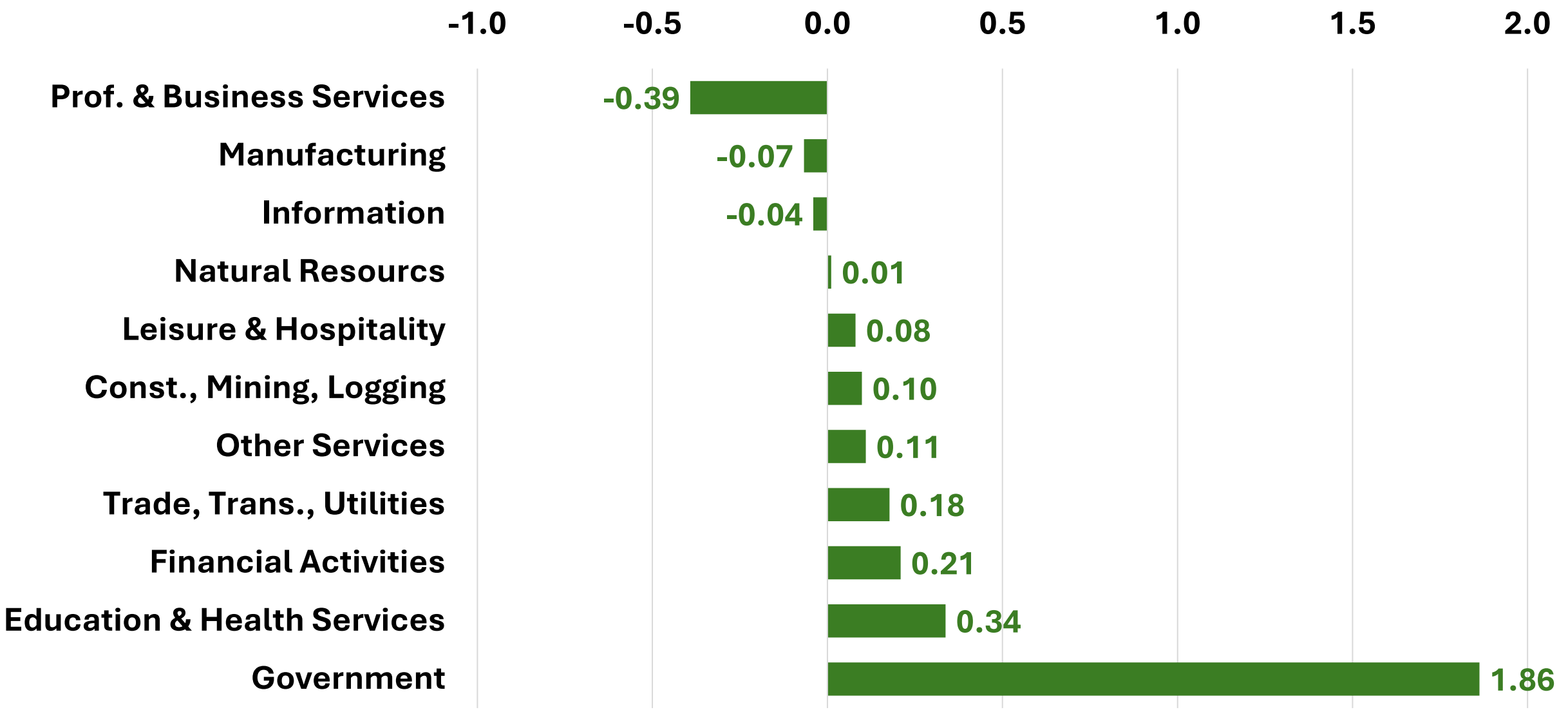






Fiscal Year

Average Employment Change (000s of Jobs)
FY 2024 to FY 2025, Fayette County



Source: US Bureau of Labor Statistics. Quarterly Census of Employment and Wages.

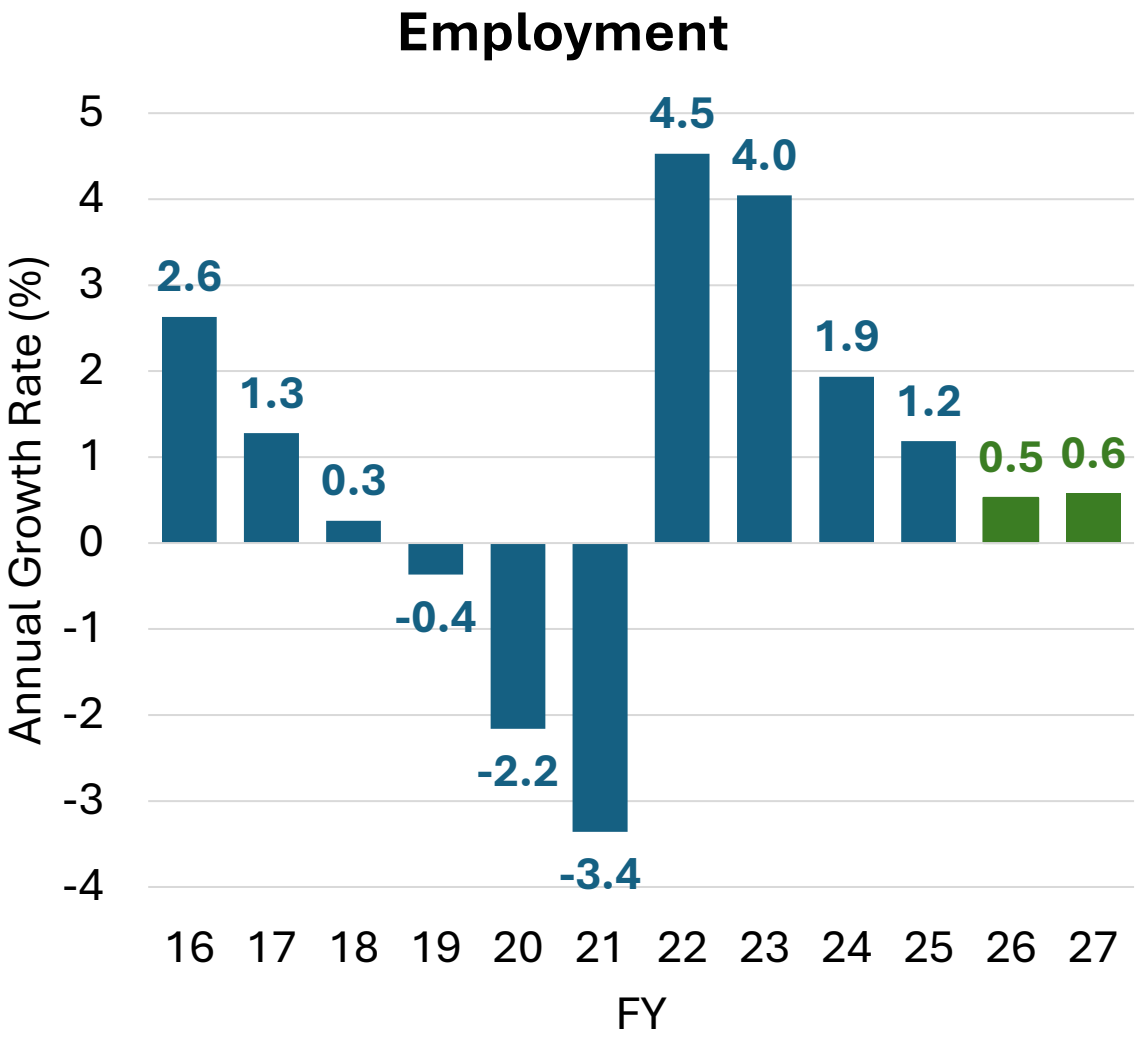
Drivers of Lexington's Payroll Tax Revenues

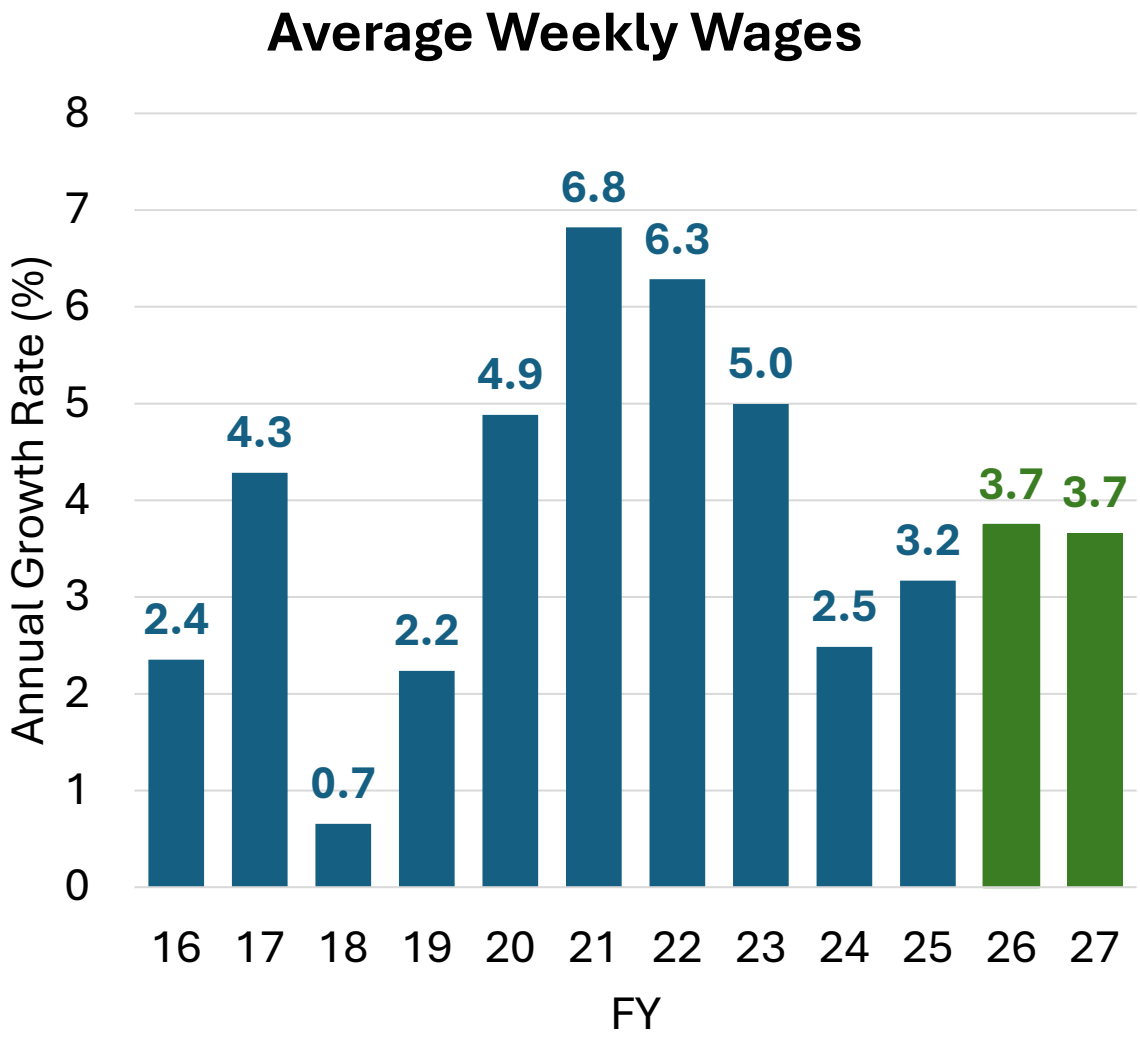
	Average Annual Growth Rate (FY2002 to FY 2019)	Growth Rate FY 2025
Employment	1.0%	1.2%
Average Wages	2.4%	3.2%
Payroll Tax Revenues	3.5%	3.4%

Growth in Payroll Tax Revenues FY 2025

- 27% from growth in employment
- 72% from growth in wages

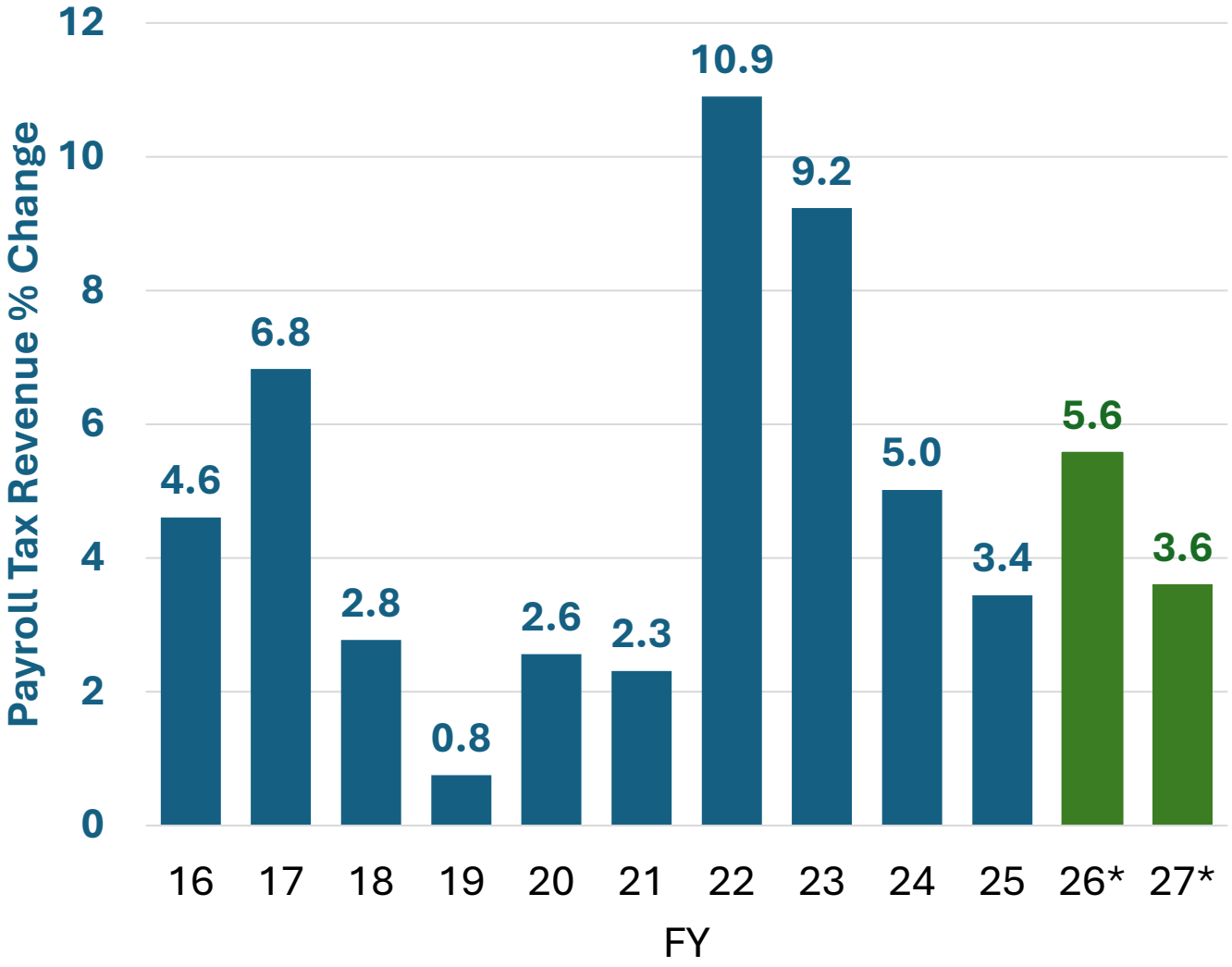
Fayette County Forecast





Source: US Bureau of Labor Statistics. Quarterly Census of Employment and Wages. UK CBER Forecast.

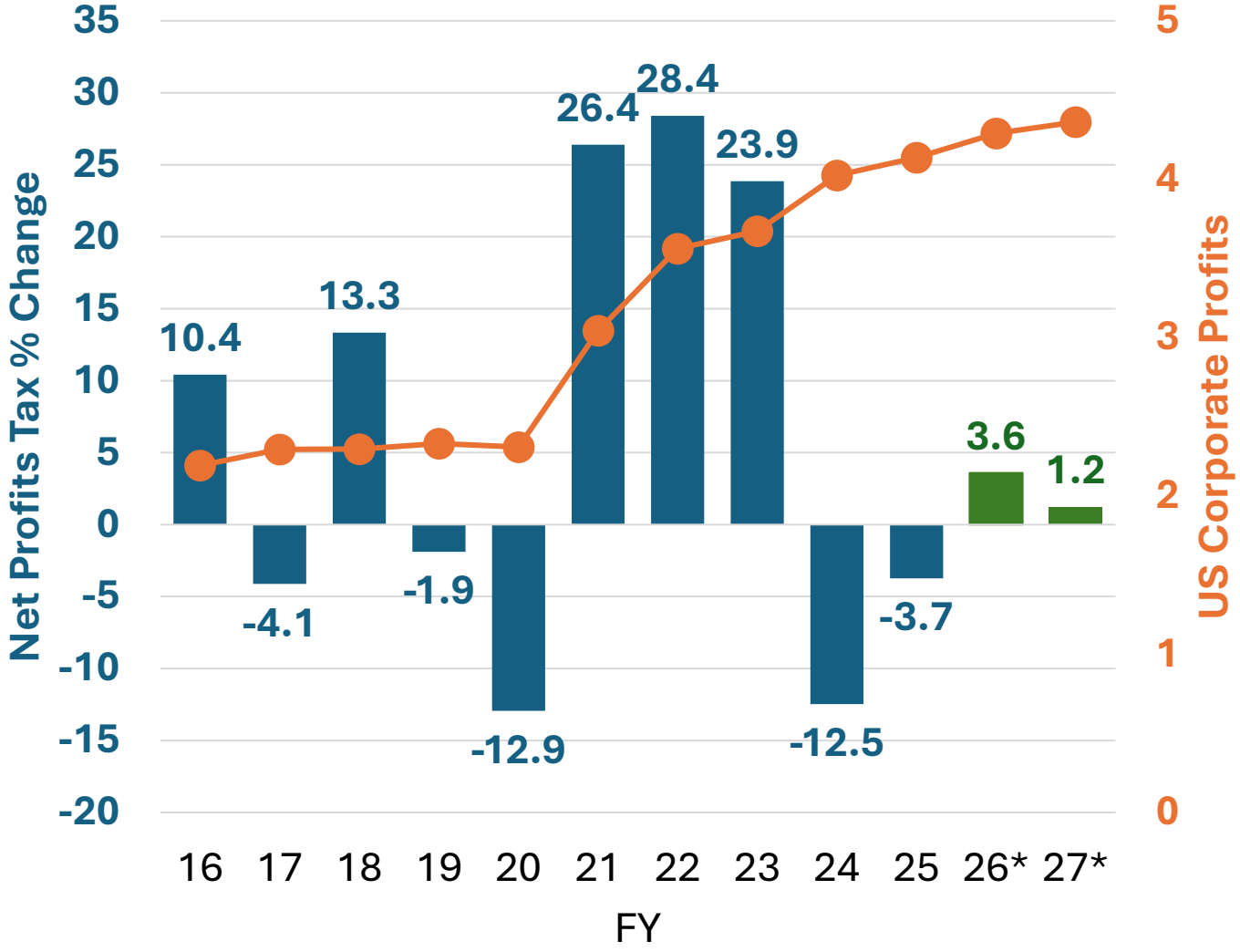
Lexington Payroll Tax Revenue Projections



	Payroll Tax	
FY	$ millions	Percent Change
2025	277.6	3.4%
2026*	293.0	5.6%
2027*	303.6	3.6%

*Forecast

Lexington Net Profits Tax Revenue Projections

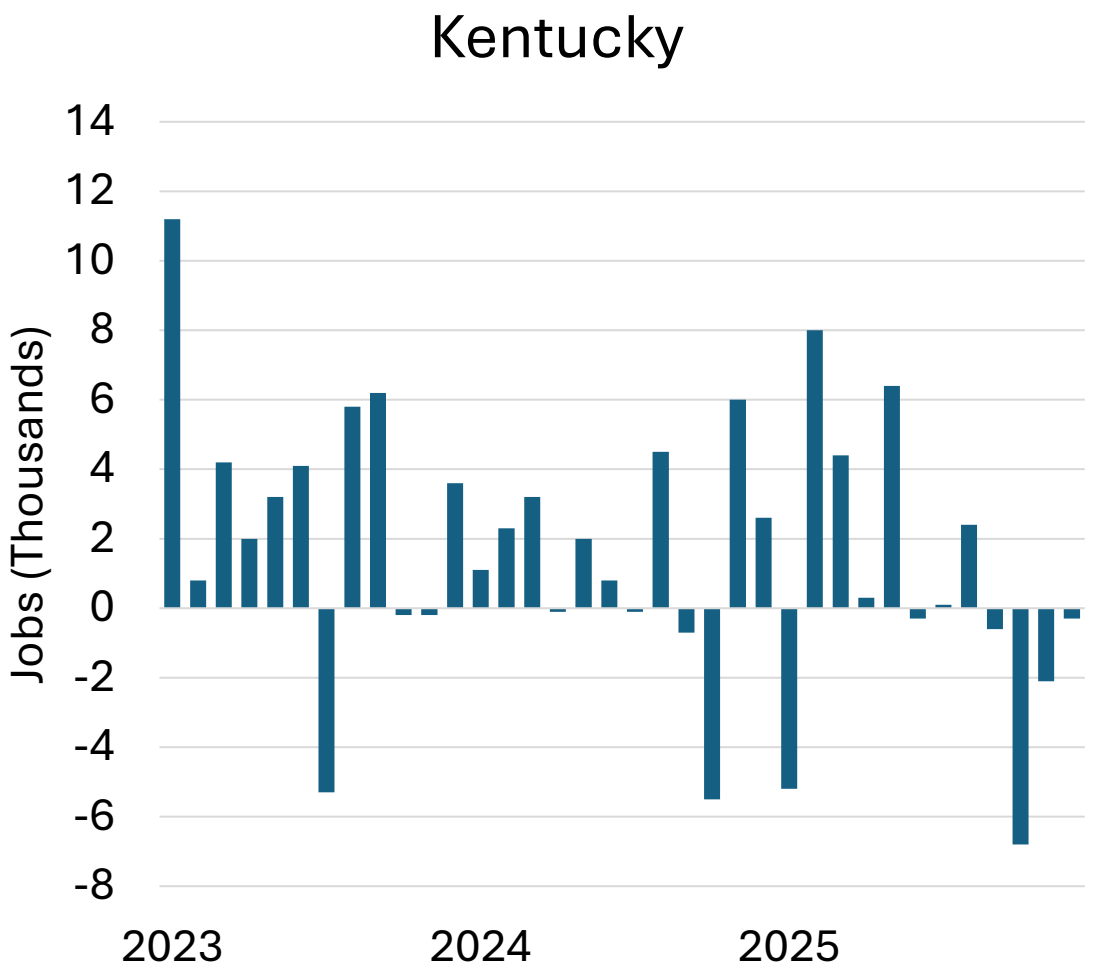


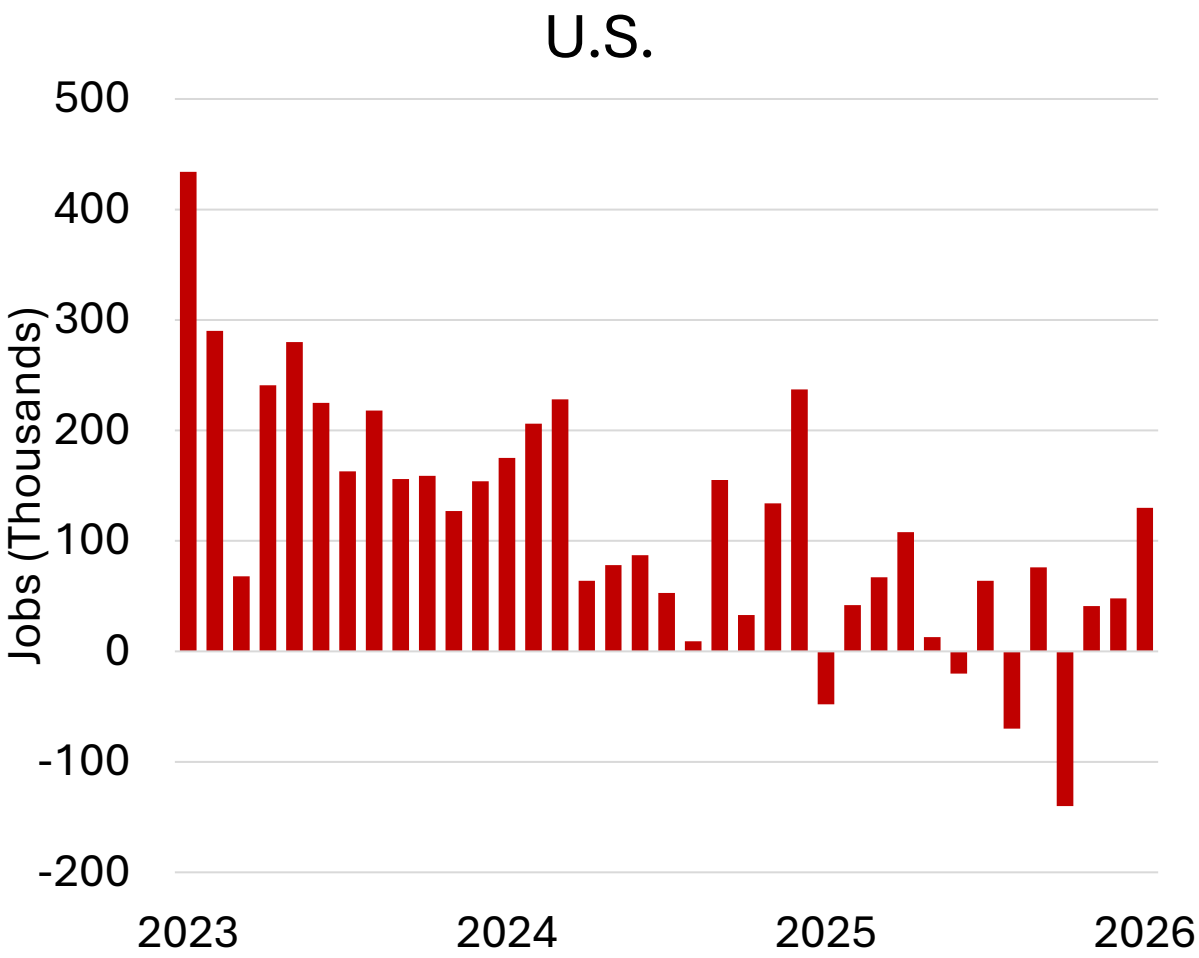
	Net Profits Tax	
FY	$ millions	Percent Change
2025	64.3	-3.7
2026*	66.6	3.6%
2027*	67.4	1.2%

*Forecast

http://cber.uky.edu/

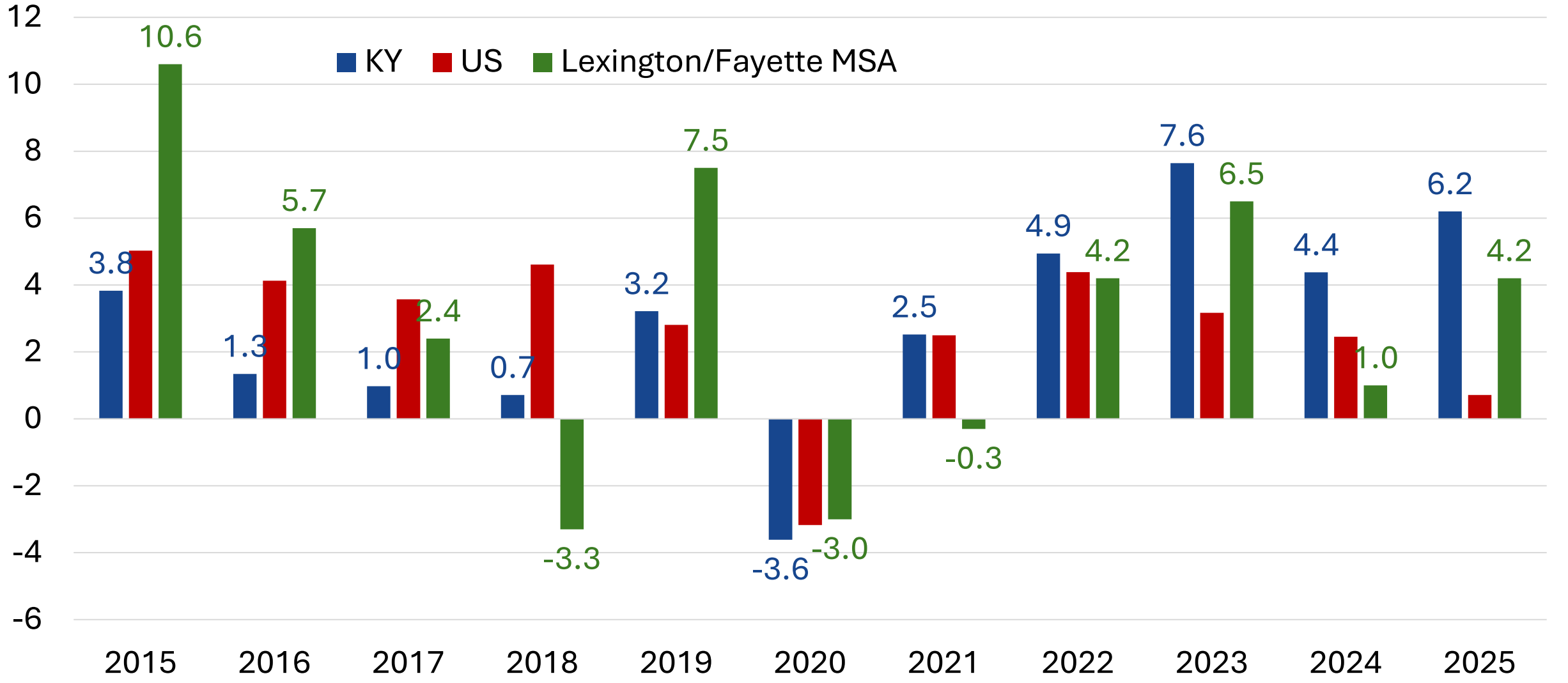
Monthly Change in Nonfarm Employment (Jobs)





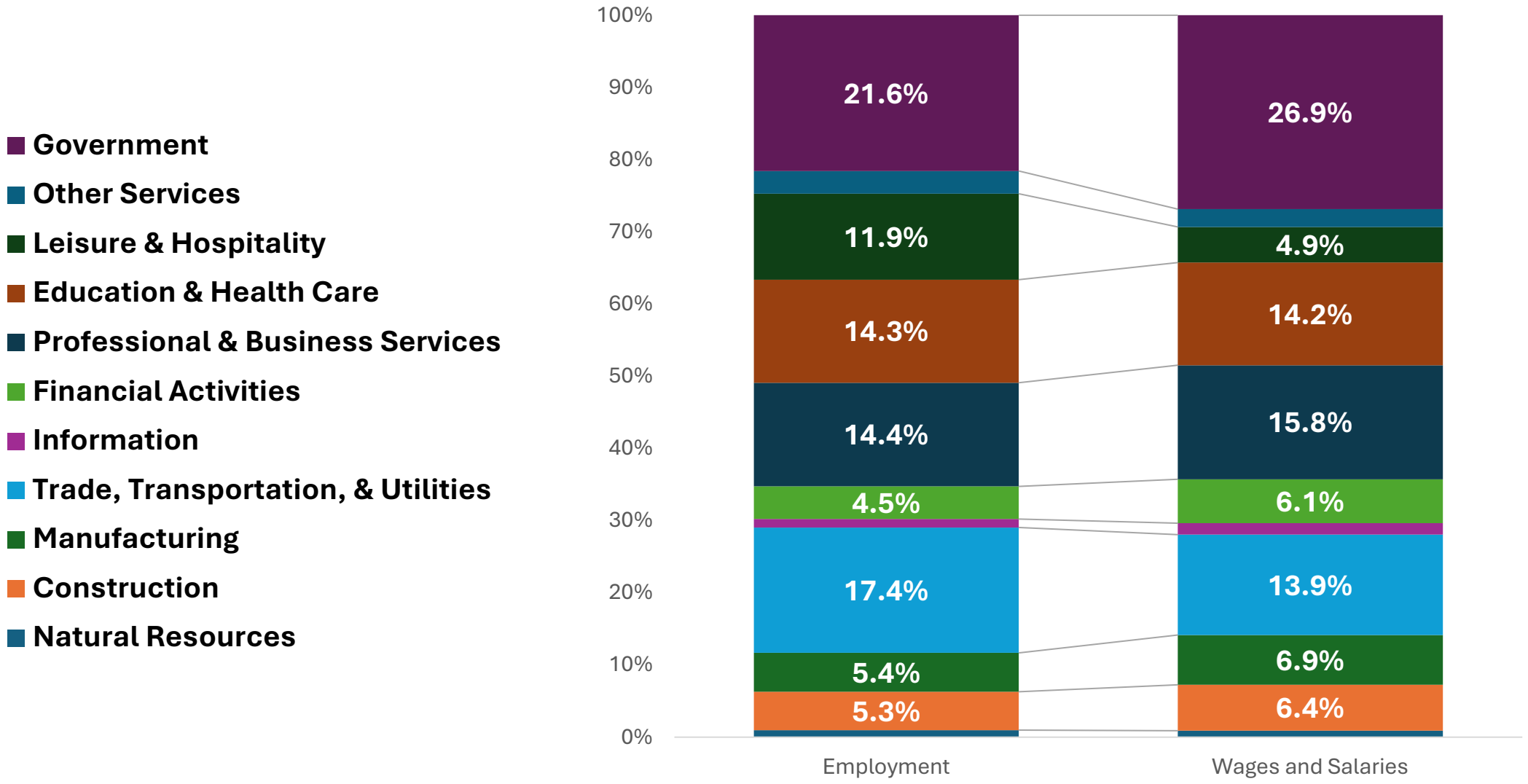
Source: US Bureau of Labor Statistics. Current Employment Statistics.

Percent Change in Annual Construction Employment (Jobs)



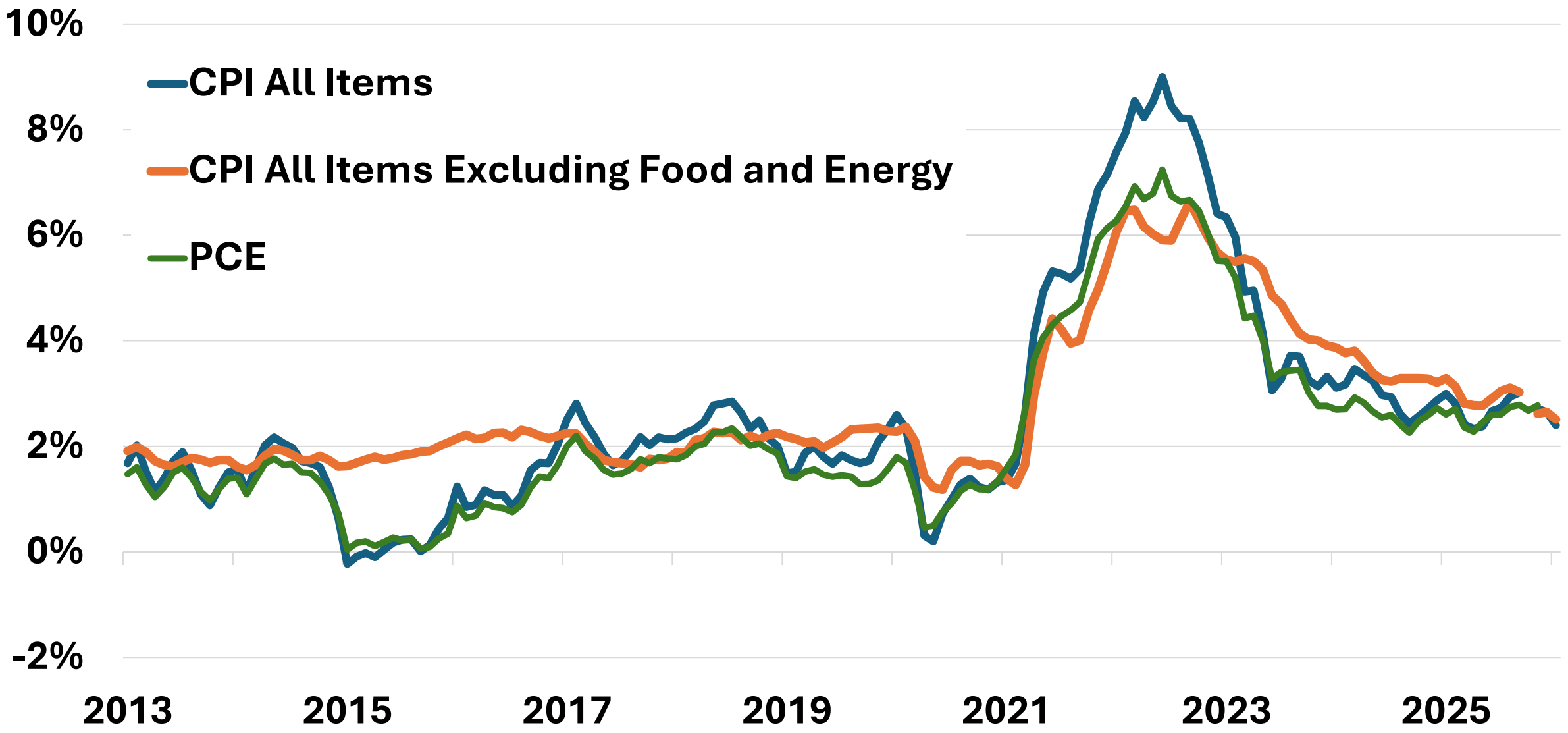
Source: US Bureau of Labor Statistics. Current Employment Statistics.

Fayette County Employment and Wages by Industry



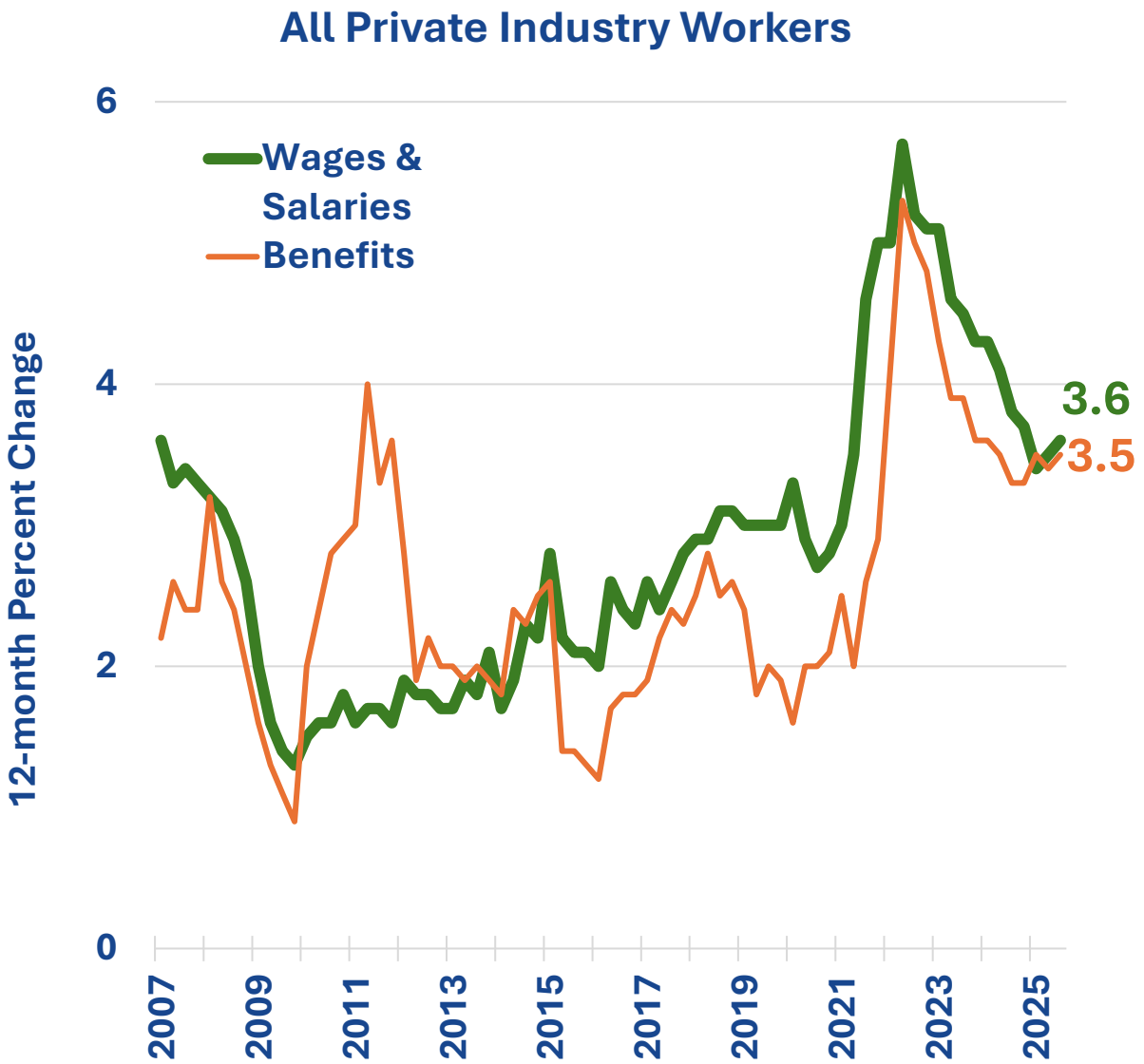
Source: US Bureau of Labor Statistics. Quarterly Census of Employment and Wages.

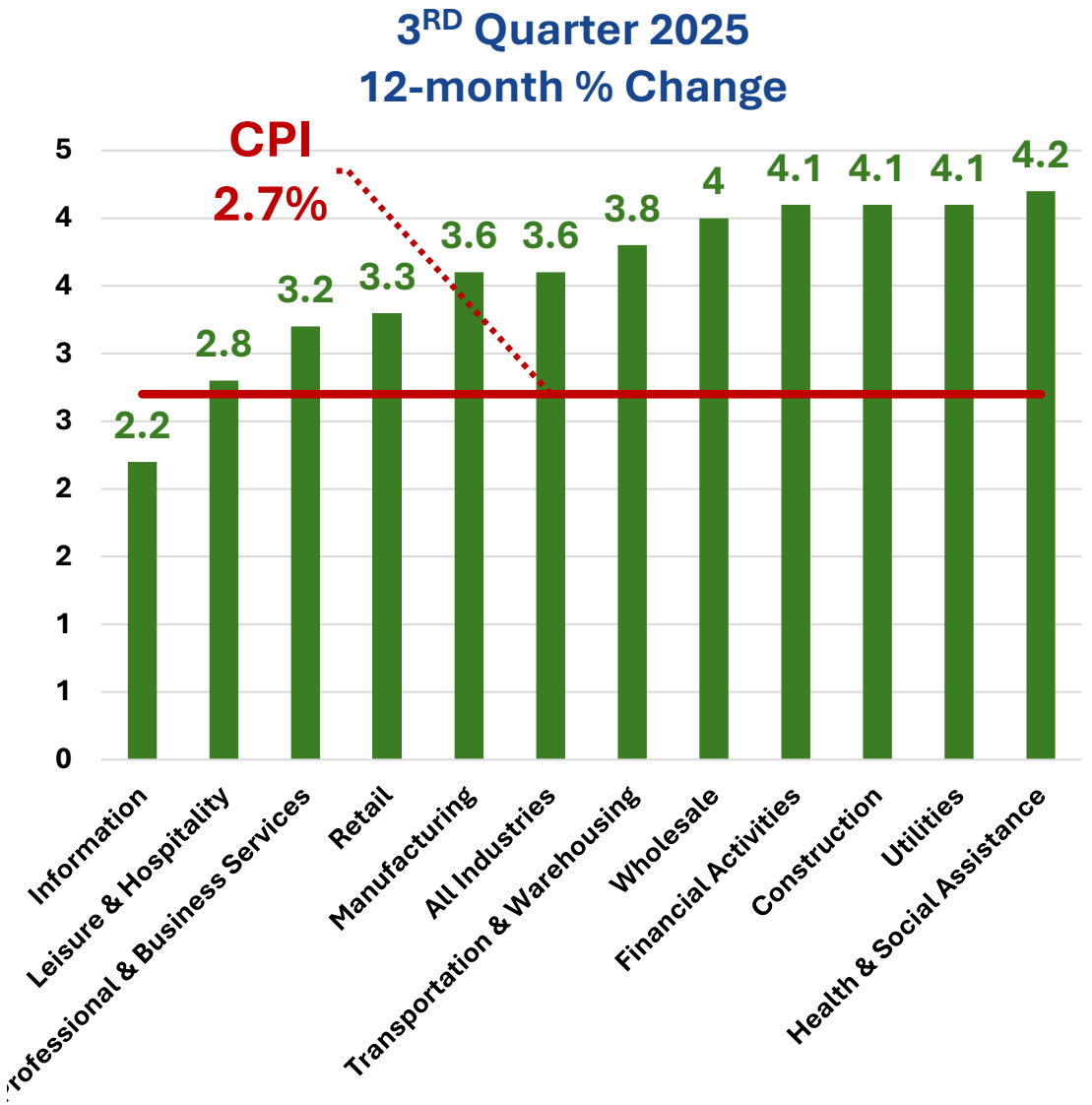
Inflation: 12-Month Percent Change



Source: US Bureau of Labor Statistics. Consumer Price Index. US Bureau of Economic Analysis. PCE.

U.S. Employment Cost Index for Private Workers
Wages and Salaries and Benefits





Source: US Bureau of Labor Statistics.

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0927-23

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

Title:

Notes:

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

History of Legislative File

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

Text of Legislative File 0927-23

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0098-26

File ID:	0098-26	**Type:**	Agenda Item	**Status:**	First Reading
Version:	1	**Contract #:**		**In Control:**	Urban County Council Work Session
				File Created:	02/02/2026
File Name:	Haley Pike Landfill - Ground Lease for Solar Project			**Final Action:**	

Title: Authorization to execute a Ground Lease, pursuant to RFP No. 35-2025 with Social Impact Solar LLC (“SIS”), and a platform entity of Edelen Strategic Ventures LLC, for approximately 357 acres for the development, construction, and operation of a solar photovoltaic project located on the Haley Pike Landfill. Lease revenue estimate for year one is $30,345. (L0098-26) (Dugas/Albright)

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	Bluesheet memo - Signed, Lease - Version 10 Final, Exhibit A - Leased Premises Schematic, Exhibit B - Memorandum of Ground Lease, Exhibit C - Easements Schematic, Exhibit D - Mineral Rights, Exhibit E RFP #35-2025 Haley Pike Solar Lease, Exhibit E RFP 35-2025 SIS Response	**Enactment Number:**	
Deed #:		**Hearing Date:**	
Drafter:	Richard Dugas	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	02/10/2026	Table	Urban County Council	02/17/2026		Pass
1	Urban County Council Work Session	02/17/2026	Approved and Referred to Docket	Urban County Council Work Session	02/24/2026		Pass

Text of Legislative File 0098-26

Title

Authorization to execute a Ground Lease, pursuant to RFP No. 35-2025 with Social Impact Solar LLC (“SIS”), and a platform entity of Edelen Strategic Ventures LLC, for approximately 357 acres for the development, construction, and operation of a solar photovoltaic project

located on the Haley Pike Landfill. Lease revenue estimate for year one is $30,345. (L0098-26) (Dugas/Albright)

Summary

Authorization to execute a Ground Lease, pursuant to RFP No. 35-2025 with Social Impact Solar LLC (“SIS”), and a platform entity of Edelen Strategic Ventures LLC, for approximately 357 acres for the development, construction, and operation of a solar photovoltaic project located on the Haley Pike Landfill. Lease revenue estimate for year one is $30,345. (L0098-26) (Dugas/Albright)

Budgetary Implications [select]: Yes

Advance Document Review:

Law: { Yes, Completed by [E. Thompson, 1/30]}

Risk Management: {No}

Fully Budgeted [select]: N/A

Account Number: 4121-303102-3062-42150

This Fiscal Year Impact: $30,345 revenue

Annual Impact: $

Project:

Activity:

Budget Reference:

Current Balance:

MAYOR LINDA GORTON

LEXINGTON

NANCY ALBRIGHT, P.E.
COMMISSIONER
ENVIRONMENTAL QUALITY
& PUBLIC WORKS

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

FROM: **Richard Dugas**
ADMINISTRATIVE OFFICER Sr.
ENVIRONMENTAL QUALITY & PUBLIC WORKS

DATE: **February 1, 2026**

SUBJECT: Haley Pike Landfill Ground Lease with Social Impact Solar (SIS)

Request: Council authorization for the Mayor on behalf of LFUCG sign a Ground Lease with Social Impact Solar LLC ("SIS"), a Kentucky limited liability company and a platform entity of Edelen Strategic Ventures LLC for approximately 357 acres for the development, construction, and operation of a solar photovoltaic project located on the Haley Pike Landfill.

Purpose of Request: Council authorization for the Mayor on behalf of LFUCG sign a Ground Lease allowing for the development, construction, and operation of a solar photovoltaic project to be located on a leased portion of the Haley Pike Landfill (the "Project"). This lease was negotiated with Social Impact Solar LLC ("SIS") the single respondent to RFP 35-2025. The lease terms require the lessor to establish a Community Benefits Plan to run for the first 15 years of the lease. The initial term of the lease will be 21 years, with two (7) year extensions.

Termination Summary: LFUCG, through the Mayor or Mayor's designee, terminate this agreement based on the tenant's actions or inactions that meet any of the multiple conditions set forth in the lease. The tenant may terminate this agreement with (10) days' written notice, only prior to the Commercial Operation Date.

What is the cost in this budget year and future budget years?
Lease Revenue of $85/acre year one, with a minimum 1.4% annual escalation.
Year one estimate $30,345
*Project is estimated to generate a year one Water Quality Management Fee of $43,618

Are the funds budgeted? N/A

Legal Review: Yes, E. Thompson 1/30

File Number:

Director/Commissioner: Dugas/Albright

GROUND LEASE AGREEMENT

This GROUND LEASE AGREEMENT (this "**Lease**") is made as of [_____] __, 2026 (the "**Effective Date**"), by and between the **Lexington-Fayette Urban County Government**, a political subdivision of the Commonwealth of Kentucky, whose principal office address is 200 E. Main Street, Lexington, Kentucky 40507, the **Lexington-Fayette Urban County Government Public Facilities Corporation,** a Kentucky nonprofit corporation and agency and instrumentality of the Lexington-Fayette Urban County Government (the Lexington-Fayette Urban County Government and the Lexington Fayette Urban County Government Public Facilities Corporation collectively referred to as "**Landlord**" to the portion of the Leased Premises, as defined below, owned by that entity) and **Social Impact Solar LLC,** a Delaware limited liability company, whose principal place of business is 175 E. Main St., Suite 300, Lexington, KY 40507 ("**Tenant**" "or "**SIS LLC**"). Social Impact Solar LLC is a platform entity of Edelen Strategic Ventures LLC (dba Edelen Renewables); Edelen Renewables is the manager and majority shareholder and holds all voting rights for SIS LLC. Landlord and Tenant are each sometimes referred to in this Lease as a "**Party**," and together they are sometimes referred to in this Lease as "**Parties**".

1. Leased Premises.

(a) **Leased Premises.** Upon and subject to the terms and conditions of this Lease, Landlord leases and grants to Tenant and Tenant agrees to and does hereby lease from Landlord that real property and all present and future appurtenances, easements and rights-of-way, rights and benefits related thereon and appurtenant to parcel(s) consisting of approximately _357_ acres of land in Fayette County, Kentucky, known and used as the County's Haley Pike landfill and preliminarily described and depicted on **Exhibit A**[1] attached hereto (the "**Leased Premises**"), to have and to hold the Leased Premises and appurtenant interests to the Tenant for the Term (as defined in Section 2 hereof). Existing roadways on the landfill shall not be part of the Leased Premises but may be subject to access easements as provided in Section 3(c) to the extent necessary to access the Leased Premises, which may not be blocked or restricted by Tenant at any time. The specific legal description of the Leased Premises

[1] The acreage and legal description of the Leased Premises to be updated upon Tenant's exercise of the Option and prior to Closing.

shall be delineated by Tenant, at Tenant's expense, in coordination with and with the approval of Landlord; provided that such approval shall not be unreasonably withheld, conditioned or delayed. Upon approval by Landlord, the specific legal description shall replace preliminary Exhibit A for the purposes of this Lease, except as it relates to the mowing and fencing responsibilities of the Tenant described in Section 3(a), below.

(b) **Exclusivity.** Landlord agrees that during the Term of this Lease, Landlord shall not lease, sell or permit the use of any portion of the Haley Pike Landfill Property by any party other than Tenant or its assignees or transferees for the purpose of the development, construction, ownership, operation or maintenance of a solar system. Landlord shall not use any portion of the Leased Premises, except as expressly provided herein and with applicable reservations to Landlord including the right to enter and use the property for periodic monitoring and environmental remedial activities, and for any activity authorized in this Lease or as required by applicable law, to the extent the same (i) does not include solar energy development or use of any facilities related to solar energy development or generation on the Leased Premises, the right to which is exclusively granted to Tenant herein, and (ii) does not affect the amount of sunlight emitted on the Property and solar facilities located thereon.

(c) **Memorandum.** It is agreed that this Lease will not be recorded in any public records. In lieu of recording this Lease for record, the Parties agree that a memorandum of this Lease in the form attached as **Exhibit B** hereto will be filed for record, at Tenant's expense, in the official records of the Fayette County Clerk's office (the "**Memorandum**"), but not until after Tenant has paid its first installment of Construction Period Rent to Landlord, and Landlord has approved the specific legal description referenced in Section 1(a), above. In the event of any conflict between the Memorandum and this Lease, the provisions of this Lease will control.

2. Term.

(a) **Initial Term.** The initial term of this Lease (the "**Initial Term**") shall be for a term which commences on the Effective Date (also known as the "**Lease Commencement Date**") and ends at midnight (prevailing Eastern time), on the twenty-first (21st) anniversary of the Commercial Operation Date, subject to the provision of Section 2(c) below relating to renewals.

(b) **Construction Period; Operating Period.** The "**Construction Period"** shall run from the Effective Date until the earlier of (i) the Commercial Operation Date, or two (2) years from the Effective Date unless extended by a Force Majeure event. Notwithstanding anything to the contrary contained herein, Tenant may terminate this Lease at any time prior to the Commercial Operation Date for any reason or for no reason whatsoever, without penalty, by providing ten (10) business days' written notice to Landlord prior to the Commercial Operation Date. The "**Commercial Operation Date**" is the date on which Tenant provides Landlord with written notice that the Project has achieved commercial operation, which shall occur before December 31, 2029 in order to comply with the Safe Harbor requirements issued by the US Treasury**.** Any extension of the Safe Harbor by the US Treasury shall not extend the Commercial Operation Date, unless otherwise authorized by the Landlord, at its sole discretion. The "**Operating Period**" shall run from the Commercial Operation Date until the end of the Term or earlier termination in accordance with this Lease.

(c) **Renewal Terms**. So long as no uncured Event of Default exists, Tenant may elect to renew this Lease for up to two (2) additional successive seven (7) year terms (each a "**Renewal Term**") exercisable by notice of such renewal given to Landlord in writing no less than one hundred and twenty (120) days prior to the last day of the Initial Term or the immediately preceding Renewal Term, as applicable. Tenant's lease of the Leased Premises during any Renewal Term shall be on the same terms and conditions as applicable to this Lease during the immediately preceding term of this Lease.

(d) **Term and Lease Year Defined**. This Lease shall be in effect commencing on the Effective Date. As used herein, "**Term**" means the period of time consisting of the Initial Term, and if timely exercised by Tenant hereunder, any applicable Renewal Term. The term "**Lease Year**" means any twelve (12) month period of time beginning at midnight (prevailing Eastern time) on the Commercial Operation Date or an anniversary of the Commercial Operation Date and ending at midnight (prevailing Eastern time) on the next ensuing anniversary of the Commercial Operation Date.

3. Tenant's Use of the Leased Premises.

(a) **Use by Tenant.** Tenant shall use and occupy the Leased Premises for the following purposes only (each a "**Permitted Use")**: the developing, constructing, placing, owning, operating, maintaining,

reconstructing, replacing, rebuilding, upgrading, removing, testing, surveying, inspecting, modifying and/or repairing a solar power generation system ("**Solar**") and system foundations, poles, towers, inverters, transformers, integrators, all electrical lines and conduits required to receive and transmit electrical energy and such additional utility lines, cables, conduits, transformers, wires, meters, monitoring equipment, battery energy storage system upon the reasonable approval of Landlord, which cannot be unreasonably withheld, and other necessary and convenient equipment and appurtenances common to such a facility (collectively, the "**Project")**. Tenant shall not have the right to trim or remove any tree or vegetation on Leased Premises or any easement without the written approval of Landlord. Landlord may require replacement of lost tree canopy at Tenant's expense as part of any necessary approval. Tenant shall, at its sole expense, obtain, maintain and comply with all governmental permits, licenses and orders of any kind, affecting construction of Tenant's Improvements, Tenant's Operations and use of the Leased Premises and the Decommissioning of Tenant's Facilities at the end of this Lease or any renewal term. Tenant shall not occupy nor use all or any part of the Leased Premises for any unlawful purpose, and Tenant may not use or occupy all or any part of the Leased Premises for any use other than the Permitted Use without Landlord's prior written consent which may be withheld in Landlord's sole discretion. Tenant shall fence the entirety of Area's E and B, including the non-leased portions thereof, as depicted in preliminary Exhibit A, at its sole expense. Fencing shall not be placed across the capped landfill, and the location of any fencing required herein shall be approved by the Landlord before installation. Tenant also agrees to mow the non-leased portion of Area B, as depicted in preliminary Exhibit A, at its sole expense. This area shall also be included in Tenant's Land Management Plan required in Section 11(f).

(b) **Land Use**. In the event that either Landlord or Tenant receives a written notice from a Governmental Authority (defined below) of a proposed change in code, zoning or new zoning of the Leased Premises or any other limitation or modification of the Permitted Use of the Leased Premises as of the Effective Date, it shall promptly provide written notice to the other of said proposition. Landlord and Tenant agree to cooperate with the other in maintaining the land use entitlements applicable to the Project and/or the Leased Premises as of the Effective Date. The term "**Governmental Authority**" or "**Governmental Authorities**" means any federal, State of Kentucky, the Kentucky State Board on Electric Generation and Transmission Siting

("Kentucky Siting Board"), or any department, agency, bureau, planning commission, fire department or other similar type body with jurisdiction over the Project and/or Leased Premises and obtaining authority therefrom or created pursuant to any Applicable Laws (defined below). The term "**Applicable Laws**" means all statutes, ordinances, codes, rules, regulations, orders, directives and requirements of any Governmental Authority, including, without limitation, Environmental Laws (as hereinafter defined), applicable to this Lease, the Leased Premises, Landlord or Tenant in the particular instance, event, circumstance, status or situation in which the term is used (an in the case of Landlord's ordinances and regulations, not inconsistent with this Lease).

(c) **Easements; Encumbrances; Mineral Rights**.

(i) *Easement Areas*. Landlord hereby grants to Tenant the access Easements and transmission easements described in **Exhibit C**, if any, for a period coterminous with this Lease and may, upon Tenant's request, be memorialized in a separate easement agreement to be negotiated by Landlord and Tenant in good faith and entered into on commercially reasonable terms. Landlord will reasonably assist Tenant in obtaining any necessary access, transmission, or temporary easements required to construct, maintain, or operate the project on property not owned by Landlord. Failure of Tenant to obtain any necessary easements on property not owned by Landlord shall not be considered breach of the Lease by Landlord.

(A) Access Easements are non-exclusive, appurtenant easements to access the Leased Premises and to construct, maintain, reconstruct, and/or repair a road and/or pedestrian access on, over, across and through the Leased Premises and/or any contiguous or adjacent land or other property owned by Landlord or Landlord's affiliate.

(B) Transmission Easements are non-exclusive, appurtenant easements for constructing, placing, operating, maintaining, reconstructing, replacing, rebuilding, upgrading, removing, inspecting, modifying and/or repairing aboveground electrical transmission or distribution lines and a line or line of poles or towers, together with such wires and cables and communications lines as from time to time are suspended therefrom, and/or underground wires or cables, for the transmission and distribution of electrical energy and/or for communication purposes, and all necessary and proper anchors, support structures, foundations, footings, cross arms and other appliances and fixtures for use in connection with such towers, wires or cables, in each case upon,

through, over, across and/or under, as applicable, the Leased Premises and/or any contiguous or adjacent land or other property owned by Landlord or Landlord's affiliate, but only in such locations and manner as do not interfere with other existing users, structures, wires and cables.

(C) Such easement areas, if any, (A) shall not be included in the calculation of the acreage of the Leased Premises, (B) shall not render Landlord's remaining Property that is not under Lease unusable, and (C) no additional Rent shall be paid by Tenant for the use of such easement areas. The Easements, if any, shall run with the Property and the Leased Premises for the term of this Lease. Notwithstanding the fact that the Easements, if any, are non-exclusive, any current uses of the easement areas by Landlord or any third parties shall not interfere with Tenant's rights granted herein. If Tenant determines in its reasonable discretion that any additional easements across the Property or for the benefit of the Project are necessary to effectuate the purpose and intent of this Lease, Landlord and Tenant shall negotiate in good faith an amendment to this Lease or a separate agreement entered into on commercially reasonable terms. This Section 3(c)(i) shall not require Landlord to provide Easements on property already leased by Landlord to a third party.

(ii) *Temporary Easement*. Landlord may at their reasonable discretion grant upon request to the Tenant the right, privilege, and non-exclusive easement to be located at a mutually acceptable location on the Property and/or any contiguous or adjacent land or other property owned by Landlord or Landlord's affiliate to be used for temporary (A) storage and staging of tools, materials and equipment; (B) construction laydown; (C) parking of construction crew vehicles and temporary construction trailers, (D) vehicular and pedestrian access and access for rigging and material handling; and (E) construction or installation of other facilities reasonably necessary to construct, erect, install, expand, modify or remove the Project; provided, however, that the quantity of acreage and location of all such temporary easements shall not interfere with Landlord's ongoing landfill operations and obligations, and shall be subject to Landlord's prior written approval, which approval shall not be unreasonably withheld, conditioned or delayed. Upon completion of construction of the Tenant Improvements, Tenant shall clean up and restore, at its expense, any area disturbed to its previous condition pre-disturbance. This Section 3(c)(ii) shall not require Landlord to provide temporary easements on property already leased by Landlord to a third party.

(iii) *Encumbrances*. Tenant shall keep the Property free and clear of any and all mortgages, deeds of trust, mechanic's and materialmen's liens and all other liens, security interests, pledges, conditional sale contracts, claims (legal or equitable), rights of first refusal, options, charges, liabilities, obligations, easements, rights-of-way, limitations, reservations, restrictions and other encumbrances of any kind, including, without limitation, liens or claims arising out of, or alleged to arise out of, the operations or activities of Tenant, or any Tenant Party (as hereinafter defined), on the Property (collectively, "**Encumbrances**"). In the event any such lien or claim is filed against Tenant or the Property by anyone claiming by, through or under Tenant, Tenant shall cause the same to be released and discharged (whether through payment or through bonding over in accordance with Applicable Laws and in a manner satisfactory to Landlord) from the Property to the satisfaction of Landlord within twenty (20) days of the filing thereof and Tenant shall indemnify, defend and hold Landlord harmless from and against any and all Claims (as hereinafter defined) that Landlord may incur, resulting directly or indirectly, wholly or partly, from the filing of such lien or claim.

(iv) *Leasehold Mortgages*. Notwithstanding anything to the contrary contained in this Lease, Tenant shall have the right with Landlord's written consent, which shall not be unreasonably withheld, to encumber by mortgage, deed of trust, or security agreement (the "**Leasehold Mortgage**") Tenant's leasehold estate in the Leased Premises, together with Tenant's rights and interests in all buildings, fixtures, equipment, and other Tenant Improvements (as defined in Section 11 hereof) situated thereon, and all rents, issues, profits, revenues, and other income to be derived by Tenant therefrom, to secure such loans from time to time made by any Person to Tenant; provided, however, that such Leasehold Mortgage shall in no event (1) encumber Landlord's fee title in the Leased Premises or Landlord's interest under this Lease, or (2) limit or impair Landlord's rights to access and conduct necessary landfill monitoring and remediation activity on its nonleased property and the Leased Premises. In the event that Tenant grants a Leasehold Mortgage, Tenant shall promptly provide Landlord with written notice of the name, address and other contact information of the holder or grantee of such Leasehold Mortgage (the "**Leasehold Mortgagee**").

(v) *Mineral Rights*. Landlord retains and reserves all subsurface oil, methane and natural gas, other minerals and other natural resources in, on, under or that may be produced from the Leased Premises, subject to the surface rights waiver included in this provision (collectively, "**Mineral Rights**").

To the best of Landlord's knowledge, Landlord is the sole owner of the Mineral Rights and Landlord holds good, indefeasible and insurable title to the Mineral Rights and there are no leases or other agreements in effect with respect to the Mineral Rights except as set forth on the attached Exhibit D (a title abstract prepared by Kentucky attorney familiar with the area, but not warranted by Landlord or the various individual members thereof).

Landlord hereby expressly releases and waives, on behalf of itself and its successors and assigns (and agrees that all future owners and optionees of any rights, title, or interest in or to the Mineral Rights reserved by Landlord or other mineral rights underlying the Leased Premises, shall be subject to and burdened by the following waiver of rights and automatically be deemed to include a contractual waiver by the Landlord or grantee, as applicable) to refrain from any activity during the Lease Term or any Renewal Term beyond existing methane gas venting and capture of same for sale on or under the surface of the Leased Premises for purposes of exploring for, developing, drilling, producing, transporting, or any other purposes incident to the development or production of the Mineral Rights or any use, occupancy or placement of any fixtures, equipment, buildings or other structures upon the Leased Premises related thereto. The foregoing provision shall be a covenant running with the land binding upon any party owning any interest in, or rights to develop or use the Mineral Rights reserved by Landlord during the Term hereof. The parties hereto agree that Tenant reserves the right to specifically enforce this Section 3(c)(v), including by means of injunctive relief, or other relief to cause any owner or holder of Mineral Rights to perform under this Section 3(c)(v).

To the extent Landlord, its predecessor, or any other owner or holder of Mineral Rights has leased or conveyed the Mineral Rights and such leases and conveyances are still in effect, Landlord shall cooperate with Tenant in obtaining a waiver of the surface rights from such Mineral Rights owner or lessee, or other curative documentation (collectively, the "**Mineral Rights Waiver**").

(d) **Community Benefits Plan Contingency** This lease is contingent on the Tenant establishing and maintaining a Community Benefits Agreement for a term of no less than 20 years with Lexington-Fayette Urban County Government or a Landlord approved Community-Based Organization. Failure to do so before commencement of the Operating Period shall result in an Event of Default (as defined in Section 18) by Tenant, unless an extension is provided by Landlord at its sole and absolute discretion.

(i) The agreement will be funded per annum at a minimum rate of $250/MWdc escalating at a rate of 2% per annum. The overall MW DC size of the project (and therefore the applicable multiplier for community benefit funding) shall be calculated at the final design capacity for the construction period and adjusted as the final built capacity is determined as defined by capacity availability studies by the utility. If an extension of landfill monitoring is required by Kentucky Division of Waste Management, for which Tenant shall be solely responsible for the cost of the third-party monitoring as required by Section 10(b)(iv), the minimum rate of the plan shall be reduced to no less than $125/MWdc.

4. Industrial Revenue Bond. The Tenant will pursue separately an Industrial Revenue Bond via the Economic Development Investment Board and the Urban County Council. Any Payments in Lieu of Taxes Agreements shall be negotiated at the time the Industrial Revenue Bond is negotiated. The terms of any Payment in Lieu of Taxes Agreements shall not be bound in any way by the terms proposed in Tenant's response, dated 9/24/2025 included as part of Exhibit E.

5. Rent.

(a) **Rent.**

(i) *Construction Period Rent*. During the Construction Period, Tenant shall pay Landlord rent in the amount of $85.00 per acre of the Leased Premises per year (the "**Construction Period Rent**") payable in advance in twelve (12) equal consecutive monthly installments on the fifth (5th) business day of each calendar month of the Construction Period; provided, that (A) the first payment of the Construction Period Rent shall be payable on the Effective Date prorated to the end of the first month of the Construction Period, and (B) the final payment of Construction Rent shall be prorated through the Commercial Operation Date, or such earlier date if the last day of the Construction Period is other than the Commercial Operation Date.

- *Operating Period Rent*. During the Operating Period, Tenant shall pay Landlord rent in the amount of $85.00 per acre of the Leased Premises per year (the "**Operating Period Rent**") payable in advance annually or in twelve (12) equal consecutive monthly installments, on the fifth (5^{th}) business day of each calendar month of the Operating Period. If the (i) first day of the Operating Period is other than the first day of the calendar month, and/or (ii) the last day of the Operating Period is other than the last day of the calendar month, in each case, Operating Rent for such calendar month of the Operating Period shall be prorated for the number of days in the Operating Period. Operating Period Rent for each Lease Year will increase by the greater of the two calculations:
- 101.4% of the immediately preceding Lease Year Rent, or
- 100% + average percentage change of all Public Service Commission annual Large Qualifying Facility Tariff for the preceding seven (7) year period, as calculated when the next seven-year tariff is applied to the project (i.e., upon publication of a new LQF Tariff) As an example, if in 2034 a new seven-year LQF tariff is introduced, Tenant will calculate if the new tariff yields an increase greater than an average of 1.4% per year, as opposed to tariff previously in effect. The "current tariff" is defined as the tariff that is in effect at the time that the Power Purchase Agreement is signed.

(b) **Place of Payment of Rent.** Landlord's Division of Revenue will provide detailed instructions upon execution of the lease for electronic payment processing.

6. Statutory Fees and Assessment based on Tenant improvements and Operations

(a) **Water Quality Management Fee ("WQMF").** Tenant shall be liable for all required WQMF that may be due as a result of Tenant Improvements and Tenant Operations on the Leased Premises as determined by applicable ordinances, including Sections 16-401 through 16-410. Tenant shall establish a LexServ account for processing payment of the WQMF. Nothing contained herein shall act as a prohibition on the Tenant's right to appeal as provided in Section 16-407.

(b) **Any other Fee or Assessment based on Tenant improvement or Tenant Operations.** Tenant is solely responsible for any other fees or assessments that result from Tenant improvements or Tenant Operations.

7. Taxes.

(a) Personal Property Taxes; Other Taxes. To the extent applicable, Tenant shall be liable for all taxes levied against the Tenant Improvements or personal property and trade fixtures owned or placed by Tenant on the Leased Premises. Tenant shall pay all applicable occupational license fees owed pursuant Chapter 13 of the Lexington-Fayette Urban County Code of Ordinances and no reduction may be obtained through a Payment in Lieu of Taxes Agreement. If applicable, Tenant shall not be responsible for payment of any municipal, state or federal income, income profits or revenue tax 1) owed by Landlord and 2) related to a change in ownership of the Property, that is imposed on rent, inheritance, estate, succession, transfer, gift, franchise, corporation, income or profit tax or capital levy or any other similar tax.

(b) Real Estate Taxes. To the extent applicable, from and after the Lease Commencement Date, Tenant shall pay all real estate taxes and assessments levied upon the Leased Premises when due each year of this Lease to the extent applicable to the actual leased acreage and Tenant Improvements. Tenant shall have the right to initiate proceedings to replat the Leased Premises as a separate parcel to allow the Leased Premises to be separately assessed for real estate tax purposes. Landlord agrees to fully cooperate with Tenant in the replatting process for the Leased Premises and to execute and deliver any necessary documents or instruments required to effectuate such replatting. The costs of any such replatting shall be paid by Tenant. Tenant shall pay all taxes and assessments directly to the taxing authority as the same become due and payable.

(c) Contest of Taxes. Tenant, at its own cost and expense, may, if it in good faith so desires, contest by appropriate proceedings the amount of any personal or real property tax. Tenant may, if it desires, endeavor at any time or times, by appropriate proceedings, to obtain a reduction in the assessed valuation of the Leased Premises for tax purposes. Tenant shall have the right to contest the amount of any such tax and shall have the right to withhold payment of any such tax, if permitted under the statute under which Tenant is contesting such tax.

(d) Payment of Ordinary Assessments and PILOT. Tenant shall pay all fees and assessments, including any Payments In Lieu of Taxes, and any WQMFs, ordinary and extraordinary, attributable to or against the Leased Premises when due. Tenant may take the benefit of any law allowing assessments to be paid in installments and, in such event, Tenant shall only be liable for such installments of assessments due during the term hereof.

(e) Changes in Method of Taxation. Landlord and Tenant further agree that if at any time during the Term of this Lease, the present method of taxation or assessment of real estate is changed so that the whole or any part of the real estate taxes, assessment or governmental impositions now levied, assessed or imposed on the Leased Premises shall, in lieu thereof, be assessed, levied, or imposed wholly or in part, as a capital levy or otherwise upon the rents reserved herein or any part thereof, or as a tax, corporation franchise tax, assessment, levy or charge, or any part thereof, measured by or based, in whole or in part, upon the Leased Premises or on the rents derived therefrom and imposed upon Landlord, then Tenant shall pay all such taxes, assessments, levies, impositions, or charges.

8. Condition, Utilities, Access and Storage on the Leased Premises.

(a) **As Is Condition.** Tenant accepts the Leased Premises "AS IS, WITH ALL KNOWN AND DISCLOSED FAULTS" – including actual knowledge that same has been and will continue to be a municipal landfill requiring periodic monitoring and environmental remedial activity – and without any warranty or representation by Landlord of any kind, including, without limitation, compliance or non-compliance with any Applicable Laws or fitness for any use or purpose. Tenant acknowledges it has been given reasonable access to the Leased Premises to allow it to satisfy itself as to the condition of the Leased Premises. Except as otherwise provided herein, Landlord has no obligation beyond its municipal landfill responsibilities – to repair, replace or maintain any part of the Leased Premises, or to repair, replace or remove debris resulting from storm damage on the Leased Premises or to Tenant's Improvements or Facilities. Notwithstanding the foregoing, Landlord shall repair and pay for any damage to the Leased Premises caused by the negligence of Landlord or any of its employees, guests, invitees, contractors or agents.

(b) **Utilities.** Tenant shall be solely responsible for the payment of any fees or charges by applicable governmental jurisdictions or utility providers related to its development and use of the Leased Premises. All utilities serving the Leased Premises shall be separately metered or sub-metered and the installation of said meters or sub-meters will be at Tenant's expense. Tenant shall pay all charges associated with the commencement of utility services at the Leased Premises and ongoing utility usage, as well as arrange for the termination of all utilities at the end of the Term unless otherwise requested in writing by Landlord.

(c) **Electrical Utility Service** The Property currently has electrical utility service access available from both Kentucky Utilities and Clark Energy Cooperative.

(d) **Water Service** The leased property currently does not have water service available. The Haley Pike Landfill site does have a shared limited water supply that can be made available on a cost for consumption basis, at cost. If the existing water service is deemed insufficient to meet the Tenants needs, costs shall be split evenly with the Tenant to upgrade the water service to meet the Tenant's needs. This is limited to only minimum infrastructure needed to provide service to the nearest point of the leased parcel. Any addition infrastructure needed on the parcel will be at the Tenant's sole cost.

(e) **Sewer Service** There is no public sanitary sewer service available. Any proposed Sanitary Sewer or Septic System are subject to review and approval by the Landlord and must be constructed and operated according to all applicable statutes and regulations. Temporary or Portable restrooms are permitted and must comply with all applicable statutes, regulations, and kept in a clean and serviceable condition. Any addition infrastructure, or temporary or portable restrooms, needed on the parcel will be at the Tenant's sole cost.

9. Insurance.

(a) Tenant shall keep and maintain, or cause to be kept and maintained, a policy or policies of insurance on the Tenant Improvements (as defined in Section 11) against loss or damage by a casualty and against loss or damage by other risks as determined by Tenant in such amounts as determined in Tenant's reasonable discretion or as may otherwise be required by any Leasehold Mortgagee. Notwithstanding the foregoing, Tenant shall maintain all insurance required by Exhibit E, with limits of liability coverage as provided in Exhibit E.

(b) Tenant shall keep and maintain, or cause to be kept and maintained, a policy or policies of commercial general liability insurance insuring Tenant and Landlord and Leasehold Mortgagee as additional insureds, against liability for bodily injury, death and property damage occurring upon or in the Leased Premises or as a result of the presence or operation of the Tenant Improvements, with limits of liability coverage as provided in Exhibit E.

(c) Landlord and Tenant each hereby waives any right of recovery against the other for any loss or damage that is covered or required by this Lease to be covered by any policy of insurance maintained with respect to the Leased Premises, the Tenant Improvements or any operations therein, even though such loss or damage might have been occasioned by the negligence of such Party. Each Party shall cause insurance policies relating to this Lease, the Property, the Leased Premises or the Tenant Improvements to provide that such insurers waive all right of recovery by way of subrogation against the other Party in connection with any claim, loss or damage covered by such policies.

(d) Landlord shall not interfere with Tenant's adjustment to loss under any insurance policy.

(e) This Section 9 shall survive the expiration or earlier termination of this Lease until such time as the applicable statute of limitations for all claims which are covered by the aforementioned insurance expires.

10. Compliance with Laws.

(a) **General Compliance with Laws.** Tenant, at its expense, shall comply with all Applicable Laws relating to Tenant's use of and its operations at the Leased Premises. Tenant shall have the right to contest, by appropriate legal proceedings, in the name of Tenant, the validity or applicability of any Applicable Laws, and Landlord shall, at no cost to Landlord, cooperate reasonably with Tenant in connection with such contest, including, without limitation, signing such affidavits and certifications as may be requested by Tenant and giving testimony at depositions, hearings or trials with respect to such contest. Notwithstanding anything else contained herein to the contrary, Tenant shall comply with all requirements contained in KRS 278.710(3) and any grant of certificate of construction by the Kentucky Siting Board.

(b) **Environmental Law.**

(i) Landlord shall continue to be the owner and operator of the entire Haley Pike landfill, including those areas within the boundaries of the Leased Premises. Landlord shall be solely responsible for all required monitoring, inspection, repairs and other activities relating to existing monitoring wells, outfalls, methane vents, leachate manholes, groundwater and storm/surface water, and other requirements now or hereafter imposed by Applicable Laws or written actions of the Kentucky Division of Waste Management.

(ii) **Background; Closure and Post-Closure Framework.** The Parties acknowledge that portions of the Leased Premises are located on or adjacent to a municipal solid waste landfill (the "Landfill") that is or has been subject to closure and post-closure care and use restrictions, including a final cover/cap system and related methane, leachate, groundwater and storm/surface water management systems (collectively, the "Landfill Systems"). For purposes of this Section 10(b), "Closure/Post-Closure Requirements" means the closure plan, post-closure plan, operation and maintenance requirements, institutional controls, permits, approvals, and written directives issued by any Governmental Authority with jurisdiction over the Landfill, including the Kentucky Division of Waste Management (or its successor), as each may be amended from time to time. Tenant shall design, construct, operate, maintain, and decommission the Project so as to avoid material impairment of the integrity, stability, and performance of the cap and other Landfill Systems and to avoid interfering with Landlord's performance of the Closure/Post-Closure Requirements.

(iii) **Landlord Environmental Disclosures and Limited Representations.** To the best of Landlord's knowledge, and subject to Section 8 (As Is; no warranty except as expressly stated), Landlord represents and warrants that: (A) Landlord is the owner and operator responsible for the Closure/Post-Closure Requirements for the Landfill, including the monitoring, inspection, maintenance and corrective actions required by applicable permits and approvals; (B) Landlord has provided or will provide Tenant, upon request and to the extent in Landlord's possession and reasonably available, copies of material documents relating to the Closure/Post-Closure Requirements that are necessary for Tenant's reasonable design and construction planning, including available cap design/record drawings, post-closure plans, relevant permits/approvals, and the most recent available monitoring and reporting summaries; (C) Landlord has not received written notice of a material

violation of the Closure/Post-Closure Requirements that is specifically attributable to Tenant's activities (if any) on the Leased Premises; and (D) Landlord will not authorize any new landfill-related construction, excavation, or material modification within the Leased Premises that would reasonably be expected to materially interfere with the Project, without first providing Tenant prior written notice and a reasonable opportunity to coordinate sequencing, access, and safety measures. Except as expressly set forth above, Landlord makes no representation or warranty regarding the presence, absence, or extent of Contaminants in, on, or under the Leased Premises.

(iv) **Extension of Landfill monitoring** If Kentucky Division of Waste Management determines that due to the Project and/or Tenants actions an extension of the post closure monitoring period is required. The Tenant shall be solely responsible for the cost of the third-party monitoring for the additional required time and shall pay such cost within thirty (30) days of request by Landlord.

(v) **Landlord Access to Leased Premises and Approval of Location of Tenant's Improvements**. In order for Landlord to fully perform all of its responsibilities as owner and operator the Haley Pike landfill, and in the process, protect Tenant from inconvenience and expense, Landlord has disclosed to Tenant, and Tenant acknowledges that the number and location of all monitoring wells, outfalls, leachate manholes, methane vents, and drains have been disclosed to Tenant, and Tenant will, during the Lease Term and any renewal term allow Landlord, its employees, contractors or agents free and unfettered access by qualified personnel that meet all required training requirements to enter onto or dwell on the leased property ("Landlord Qualified Personnel") at all reasonable times to any and all of said locations and area for the purposes of monitoring, inspecting, repairing as part of Landlord's environmental compliance obligations. Further, Tenant agrees to disclose to Landlord in advance of any construction its proposed location of all solar panel arrays and other physical improvements to assure that Tenant Improvements will not interfere with any of Landlord's existing environmental monitoring and service areas so identified.

(vi) **Required Training.** Tenant shall be required at its expense to provide all training Tenant may require for entering the Project or Leased Areas that exceeds Landlord's existing training. Landlord shall inform Tenant of Landlord's existing training for each Landlord Qualified Personnel whom Landlord desires to enter the Project or Leased Areas. Landlord and Tenant shall cooperate to ensure that Landlord Qualified

Personnel receive all Required Training in within a reasonable timeframe. Any additional personal protective equipment required by Tenant shall be provided to Landlord Qualified Personnel at Tenant's expense.

(vii) **Environmental Responsibility; Landfill-Specific Allocation.** In the event any material Landlord Environmental Disclosure or Limited Representation proves to be incorrect and results in action or expenditure of funds to comply with Applicable Laws or governmental orders, Landlord shall be solely responsible for such performance. Nothing in this Lease transfers Landlord's regulatory status as owner/operator of the Landfill to Tenant, and nothing in this Lease obligates Tenant to perform Landlord's Closure/Post-Closure Requirements except to the extent expressly provided herein (including reimbursement obligations for incremental costs caused by Tenant).

(viii) **Tenant Environmental Representations and Covenants.** Tenant represents and warrants that Tenant and the Tenant Parties will: (A) not cause a Discharge of Contaminants at, on, under, or from the Leased Premises; (B) not bring onto the Leased Premises any Contaminants except in commercially reasonable quantities customarily used in the construction, operation, and maintenance of solar facilities (e.g., fuels, lubricants, cleaning agents) and then only in compliance with Applicable Laws, in sealed containers, and with secondary containment where appropriate; (C) implement spill prevention, response, and reporting procedures consistent with Applicable Laws and good industry practice; and (D) comply with all Environmental Laws to the extent, and only to the extent, triggered by an act or omission of Tenant or any Tenant Party, as set forth in Section 10(b)(viii).

(ix) **Triggered Environmental Law.** Tenant, at its expense, shall comply with all Applicable Laws relating to pollution, protection of the environment or regulating the use, storage, transportation or disposal of Contaminants not already residing in the landfill (hereinafter defined), and including without limitation, those listed in Section 10(b)(xi)(A) below, the regulations promulgated thereunder and any amending and successor legislation and regulations, now or hereafter existing ("**Environmental Laws**") related to Tenant's use of the Leased Premises, to the extent, and only to the extent, that the applicability of the Environmental Laws is triggered by an act or omission of Tenant or its affiliates, officers, directors, partners, members, employees, agents, contractors, guests, licensees, sublicensees, invitees or any other party that tenant controls or exercises

control over, and their respective successors and assigns (collectively, "**Tenant Parties**"). Tenant, at its expense, shall make all submissions to provide all information to and comply with all requirements of all Governmental Authorities with powers to enforce any Environmental Laws. Notwithstanding anything to the contrary, in no event shall Tenant have any obligation to undertake any environmental investigation or remediation of any Contaminants, unless such Contaminants were Discharged (hereinafter defined) by Tenant or any Tenant Party.

(x) **Notice of Meetings.** Each Party shall be notified of all meetings by a Party or such Party's representatives with any Governmental Authority relating to an Environmental Laws action against Tenant or the Leased Premises and shall have the right to attend and participate in all such meetings.

(xi) **Interpretation and Definitions**.

(A) **Contaminants.** The term "**Contaminants**" shall include, without limitation, any regulated substance, toxic substance, hazardous substance, hazardous waste, pollution, pollutant or contaminant, as defined or referred to in the Resource Conservation and Recovery Act, as amended from time to time, 42 U.S.C. § 6901 et seq.; the Comprehensive Environmental Response, Compensation and Liability Act, as amended from time to time, 42 U.S.C. § 9601 et seq., the Water Pollution and Control Act, as amended from time to time, 33 U.S.C. § 1251 *et seq*.; analogous state laws; together with any amendments thereto, regulations promulgated thereunder and all substitutions thereof, as well as words of similar purport or meaning referred to in any Applicable Laws, including, without limitation, asbestos, polychlorinated biphenyls, urea formaldehyde and petroleum products and petroleum based derivatives. Where a statute, ordinance, code, rule, regulation, order, directive or requirement defines any of these terms more broadly than another, the broader definition shall apply.

(B) **Discharge.** The term "**Discharge**" shall mean the releasing, spilling, leaking, leaching, disposing, pumping, pouring, emitting, emptying or dumping of Contaminants at, into, onto or migrating from or onto the Leased Premises, regardless of whether the result of an intentional or unintentional action or omission.

(c) **Survival.** This Section 10 shall survive the expiration or earlier termination of this Lease and enforcement hereof may be effective in any manner authorized by Applicable Laws.

11. Tenant Improvements and Tenant Personal Property.

(a) Construction of Tenant Improvements. Tenant may, but is under no obligation to, install at Tenant's cost on the Leased Premises the tenant improvements that constitute the Project and related services and equipment. Said services and equipment shall include but not be limited to, photovoltaic modules, racking, trackers, switchgear, wiring, battery energy storage system, and all other material equipment, facilities, and improvements reasonably necessary for the ownership, operation, and maintenance of the Project (collectively, "**Tenant Improvements**"). Tenant agrees to perform all required due diligence in the design and construction of improvements. Tenant understands and agrees that no penetrations are permitted on the capped cells. All improvements on the capped cells must utilize ballast or above grade spread footings. Any damage to or failure of the cap as a result of the Tenant Improvements or activities shall be repaired at the Tenants cost. The Parties agree that the Tenant Improvements are hereby severed by agreement and intention of the Parties and shall be severed from the Property, and shall be considered with respect to the interests of the Parties as the exclusive property of the Tenant or a Leasehold Mortgagee or other Financing Party designated by the Tenant, and, even though attached or affixed to or installed upon the Leased Premises, shall not be considered fixtures or a part of the Property and shall not be subject to the lien of any mortgage or deed of trust heretofore or hereafter placed on the Property by Landlord. Landlord shall be prohibited from entering into a mortgage or encumbering the property in any way where the Tenant Improvements, Environmental Attributes and/or Tax Benefits (each as defined in Section 11(b) below) are used as collateral. Landlord waives any rights it may have under the laws of any state wherein the Leased Premises are located arising under this Lease or otherwise to any lien upon, or any other interest in, any item constituting part of the Project or any other equipment or other Tenant

(b) Improvements. The Parties further agree that all Environmental Attributes (defined below) and Tax Benefits (defined below) belong solely to Tenant and shall remain the personal property of Tenant and shall not attach to or deemed part of, or fixture to, the Leased Premises. The Project and Tenant Improvements shall at all times retain the legal status of personal property under the law in the State where the Leased Premises is located. "**Environmental Attributes**" mean, without limitation, carbon trading credits, renewable energy credits or certificates, emission reduction credits, emission allowances, green tags, tradable renewable credits or similar

products applicable to the Project and the Tenant Improvements. "**Tax Benefits**" mean, without limitation, any accelerated depreciation, installation or production-based incentives, investment tax credits, production tax credits and subsidies applicable to the Project and the Tenant Improvements.

(c) Permitted Uses. The Tenant Improvements shall, at all times, be used for the Permitted Use, and for no other purposes.

(d) Maintenance. Tenant, at its sole costs and expense, shall operate and maintain the Project and the Tenant Improvements throughout the Term, including without limitation, making all necessary repairs and replacements to the Project and the Tenant Improvements, as determined by Tenant in its reasonable discretion. Tenant shall have the right, but not the obligation, at any time and from time to time during the Term, at its expense and pursuant to Sections 11(e) and (g), to (i) make additions, changes, alterations, or improvements, structural or otherwise, to the Project and the Tenant Improvements; and (ii) demolish and remove the Project or any other Tenant Improvements hereafter located on the Leased Premises.

(e) Alterations. Tenant may, at any time and from time to time, at its sole cost and expense and without obtaining the consent or approval of Landlord, except as necessary pursuant to existing federal, state, or local laws, construct the Project and the Tenant Improvements, and make changes, alterations or modifications to the Project and the Tenant improvements (collectively, "**Alterations**") including, but not limited to demolition, removal and/or reconstruction of the Tenant Improvements, or any part thereof; provided, however, that such Alterations shall comply with all Applicable Laws.

(f) **Land Management Plan.** Prior to initiation of construction the Tenant shall provide a Land Management Plan that includes at a minimum the following: Documentation of baseline site conditions, design development plans, landscape disturbance plan (if applicable), erosion control plan, and vegetation management plan. The plan shall cover construction and operation periods and be updated every five (5) years.

(g) **Performance and Decommissioning Bonds**. Tenant has posted a Seven Hundred Fifty Thousand Dollar ($750,000.00) Performance Bond, which shall remain in effect during all terms of the Lease. Additionally, Tenant shall post a Decommissioning Bond at a minimum amount of $0.045/WDC generated by the Project, with any additional as advised by Kentucky Public Service Commission, Kentucky Energy and

Environment Cabinet and/or the Kentucky Siting Board and as agreed upon between Tenant and LFUCG, prior to initiation of any construction activities. By means of example, the Project is currently estimated to be approximately 67.4 MWDC which would result in a Decommissioning Bond of approximately $3 million. Any Decommissioning Bond or security shall not be released until Restoration of the Leased Premises is satisfactorily completed, as evidenced by either Landlord's written acceptance or a certificate of completion by a civil engineer. This subsection shall survive the expiration or earlier termination of this Lease.

(h) **Removal of Tenant Improvements and Personal Property.** Tenant at its sole expense shall remove, within six months following the expiration of the Term or the earlier termination of this , unless extended by a Force Majeure event (such period being referred to herein as the "**Decommissioning Period**"), and after thirty-five (35) days written notice to Landlord, any or all of the Tenant Improvements above 3' below grade, as mutually agreed. Tenant will honor any request by the Landlord to reappropriate any equipment or improvements that the Landlord expresses interest in owning at the end of the lease. Landlord may within thirty (30) days after Tenant's notice request that nonproprietary ordinary improvements to the Leased Premises such as interior roads, driveway aprons, bridges, fences, gates, poles and power lines – i.e., not incorporating any proprietary information or technology owned by or licensed to Tenant – be left and remain in place as to which Tenant's consent shall not be unreasonably withheld. Tenant shall repair any damage, infill the Leased Premises and otherwise restore the Leased Premises at Tenant's sole cost to the reasonably similar condition that existed as of the Lease Commencement Date. Any Tenant Improvements left on the Leased Premises pursuant to this section shall automatically become Landlord's property on an AS-IS, no warranty basis without cost to Landlord. All unattached and moveable partitions, trade fixtures, moveable equipment or furniture located in the Leased Premises and acquired by or for the account of Tenant, which can be removed without structural damage to the Tenant Improvements, any electronic, phone and data cabling in the Leased Premises, and all personality brought into the Leased Premises by Tenant (collectively, "**Tenant Personal Property**") shall be owned and insured by Tenant and shall be removed by Tenant within one hundred and twenty (120) days following the expiration of the Term or the earlier termination of this Lease. This subsection shall survive the expiration or earlier termination of this Lease.

12. Fire and Other Casualty Affecting the Leased Premises.

(a) **Notice of Casualty by Tenant.** If the Tenant Improvements are damaged or destroyed by any peril, including, but not limited to, fire, windstorm or any other casualty (each such occurrence, a "**Casualty**"), at any time, whether or not covered by the insurance provided by Landlord or Tenant under this Lease, Tenant shall give prompt notice thereof to Landlord, and this Lease shall continue in full force and effect unless otherwise provided in this Lease.

(b) **No Restoration by Landlord; No Landlord Right to Tenant Insurance Proceeds.** If during the Term any Casualty occurs that damages the Leased Premises, Landlord shall not be required to rebuild any Tenant Improvements or make any repairs or replacements of any nature or description to the Tenant Improvements or the Leased Premises. The Rent payable hereunder shall be reduced during any period of casualty damage, restoration, rebuilding, repairs or replacements of any kind, in proportion to the value of the Tenant Improvements which have been damaged by the Casualty to the value of the Project. Landlord shall have no right to any Casualty insurance proceeds payable to Tenant to restore the Leased Premises (or for any other purpose), and, for the avoidance of doubt, Landlord shall not be responsible for any deficiency if Casualty proceeds payable to Tenant are insufficient to restore the Tenant Improvements.

(c) **Right to Terminate.** Notwithstanding anything contained in this Section 12 to the contrary, if, at any point during the Term as reasonably determined by Tenant, (i) all or a substantial part of the Tenant Improvements are rendered unusable by a Casualty or (ii) restoration of the Tenant Improvements substantially to the prior use and character of said Tenant Improvements is made uneconomic or is prohibited by Applicable Laws, then Tenant may elect to terminate this Lease by giving a written notice to Landlord not later than ninety (90) days following the Casualty that caused said damage and, upon Tenant's election, to terminate the Lease, subject to payment of Rent [or as adjusted under Section 12(b)] through the termination date. The Term shall expire on the ninetieth (90th) day after notice of such election, and Tenant shall vacate the Leased Premises and surrender the same to Landlord subject to and in accordance with provisions of this Lease applicable upon expiration of the Term or the earlier termination of this Lease. Early termination by Tenant shall not entitle Tenant

to refund of any Partial Prepayment of Rent. Tenant shall have no right to early termination of the Lease under this Section 12(c) for reasons unrelated to a Casualty.

13. Assignment. This Lease may not be assigned, in whole or in part, by Tenant, except with the prior written consent of Landlord, which may be provided in Landlord's absolute discretion; conditioned or delayed; provided, that Tenant shall, upon written notice to Landlord, have the unrestricted right to assign this Lease without Landlord's consent to (i) an affiliate of Tenant; (ii) an affiliate of Tenant's Project development partner or investor; (iii) any entity engaged in a joint venture, partnership or similar arrangement with Tenant or any affiliated party; or (iv) to a successor entity in a merger or acquisition transaction; of equal or better creditworthiness as Tenant, as determined by Landlord; or (v) to a previously identified Leasehold Mortgagee, lender, tax equity partner, sponsor equity provider, or other financial counterparty ("***Financing Party***") as collateral security, or any successor by means of foreclosure, deed in lieu of foreclosure, purchase by Leasehold Mortgagee or in connection with a subsequent transfer by Leasehold Mortgagee. Except in the case of any collateral assignment of this Lease by Tenant to any Financing Party, any assignment by Tenant shall relieve Tenant of all future performance, liabilities, and obligations of Tenant under this Lease; provided, that the assignee assumes all of the obligations of Tenant under this Lease. Landlord may not assign this Lease, or convey, assign or otherwise transfer its right, title or interest in, to or with respect to the Property or the Leased Premises, in whole or in part, without the prior written consent of Tenant, which consent shall not be unreasonably withheld, conditioned or delayed.

14. Signs. Tenant shall have the right to place and maintain signs identifying the Leased Premises as occupied by Tenant and directional and informative signage concerning the Leased Premises and its features, characteristics and conditions. All signs of Tenant at the Leased Premises shall conform with Applicable Laws. Tenant may remove or relocate any or all of Tenant's signs during the Term. Tenant shall remove all of Tenant's signs, at its sole cost, upon the expiration of the Term or earlier termination of Tenant's possession of the Leased Premises.

15. Force Majeure. The performance by a Party of its obligations hereunder shall be suspended, and no rights to indemnification shall arise, if and for so long as such performance has been prevented by an event or circumstance beyond the reasonable control of such Party ("**Force Majeure**") including, without limitation: fire,

storm, flood, act of God, war, earthquake, explosion, sabotage, epidemic, quarantine restrictions, embargo, supply chain disruptions and delays, construction disruptions and delays, expropriation, strikes or other labor trouble, compliance with law, failure of the usual means of production (including, without limitation, equipment failure and facility siting requirements) or of transportation, shortage of labor, raw materials, utilities, fuel and/or energy, or delay or failure by Tenant to obtain or maintain required approval to interconnect to the transmission grid, any rule, regulation, tariff or protocol of any interconnection or transmission service provider, the Public Utilities Commission of the State where the Leased Premises is located, Federal Energy Regulatory Commission or similar agency or entity affecting Tenant's ability to accept delivery of, store and transmit and distribute electricity through the transmission grid, or the inability, delay or failure by Tenant for any reason to maintain the Power Purchase Agreement ("PPA") between Tenant and its PPA Offtaker (the utility) which affects or impacts Tenant's PPA Offtaker's ability or responsibility to purchase and pay for the energy distributed through the transmission grid, or the termination or expiration of the PPA. Neither Party shall be required to submit to the demands of labor if in its sole decision it determines that submission to such demands is not in its interest. Actions of labor unions (including, but not limited to, strikes and slowdowns) which cause performance by a Party to be prevented or delayed shall always be considered a Force Majeure event, regardless of cause and regardless of when the cause arose. Upon the occurrence and continuance of a Force Majeure event for a continuous period of one hundred and twenty (120) days or more, either Party shall have the right to terminate this Lease.

16. Subordination. Landlord represents and covenants that the Leased Premises are not subject to or subordinate to (i) any mortgage, deed of trust, trust indenture, assignment of leases or rents or both, or other instrument evidencing a security interest, lien or encumbrance which may now or hereafter affect any portion of the Leased Premises, or be created as security for the repayment of any loan or any advance made pursuant to such an instrument or in connection with any sale-leaseback or other form of financing transaction and all renewals, extensions, supplements, consolidations, and other amendments, modifications and replacements of any of the foregoing instruments (each such instrument a "**Lien**"), nor (ii) any ground lease or underlying lease of the Leased Premises or any portion of the Leased Premises whether presently or hereafter existing and all renewals, extensions, supplements, amendments, modifications and replacements of any of such leases (each such lease a "**Superior**

Lease"), except to the extent that Tenant has received a subordination and non-disturbance agreement ("**SNDA**") as set forth below with respect to a Lien or Superior Lease. As a condition to Tenant's obligations under this Lease, Landlord shall secure from the lienholder under any Lien or tenant under any Superior Lease ("**Third Party Lienholder**") (whether the Lien or Superior Lease was entered into before or after the Effective Date) an SNDA in recordable form and otherwise in form and substance reasonably acceptable to Tenant and any Financing Party and for Tenant's benefit whereby the Third Party Lienholder or tenant under any Superior Lease agrees not to disturb Tenant's possession of the Leased Premises provided that no Event of Default (as defined in Section 1818) exists by Tenant. Such SNDA shall be recorded in the official records of the county where the Leased Premises are located.

17. Condemnation.

(a) **Substantial Taking.** If a portion of the Leased Premises is taken so that ingress to and egress from the Leased Premises or if parking for the Leased Premises is materially and adversely reduced or altered, or any substantial portion of the Leased Premises is taken for any public or quasi-public use under governmental law, ordinance or regulation, or by right of eminent domain, or by private purchase in lieu thereof, such that Tenant's Permitted Use of the Leased Premises or Tenant Improvements are materially and adversely affected in the reasonable commercial judgment of the Tenant ("**Substantial Taking**"), this Lease shall, at the election of the Tenant and upon written notice to Landlord, terminate without penalty, and the Rent shall be abated during the unexpired portion of this Lease, effective when the physical taking of the Leased Premises occurs at the end of the month in which Tenant gives its written notice of termination. In the event Tenant does not elect to terminate this Lease in the event of a Substantial Taking, this Lease shall terminate as to the portion of the Leased Premises so taken as of the date of the physical taking of the Leased Premises occurred and shall remain in effect with respect to the remaining portion of the Leased Premises, and the Rent shall be reduced effective as of the date of the physical taking of the Leased Premises occurred proportionately to the reduction of acreage of the Leased Premises.

(b) **Partial Taking.** If less than a Substantial Taking has occurred for any public or quasi-public use under any governmental law, ordinance or regulation, or by right of eminent domain, or by private purchase in lieu thereof, Tenant shall have the option to either (i) terminate the Lease without penalty if Tenant in

its sole and absolute discretion determines that such partial taking renders the Leased Premises no longer suitable for Tenant's intended use, or (ii) continue under the Lease with respect to the remaining portion of the Leased Premises not taken, but only to the extent that such partial taking does not materially interfere of hamper Tenant's ability to conduct its business or operate the Project on the Leased Premises, in which case the Rent payable hereunder during the unexpired portion of the Term shall be reduced effective as of the date of the physical taking of the Leased Premises occurred proportionately to the reduction of acreage of the Leased Premises.

(c) **Right to Proceeds.** Subject to the rights of any Leasehold Mortgagee to participate in any condemnation award, in the event of any such taking or private purchase in lieu thereof, Landlord and Tenant shall each be entitled to receive and retain such portion of the net proceeds of any award as may be allocated to their respective interests as specified in any condemnation proceeding, or, if not so specified, in proportion to the fair value of Landlord's and Tenant's respective interests in the Lease and the Leased Premises; provided, to the extent the net proceeds of any condemnation are attributable to Tenant Improvements, such proceeds shall be paid solely to Tenant with Landlord receiving any proceeds attributable solely to the residual value of the fee estate of the Leased Premises. Tenant may pursue any claim for relocation or removal of its Tenant Improvements against the condemning authority separately.

18. Default by Tenant and Landlord's Remedies.

(a) **Event of Default.** If any one or more of the following events shall occur and be continuing beyond the period set forth in any default notice provided to be given, then an "**Event of Default**" by Tenant shall have occurred under this Lease:

(i) **Non-Payment.** Tenant fails to pay any installment of Rent as the same becomes due and payable, and such failure continues for twenty (20) business days after written notice of such failure from Landlord has been received by Tenant; or

(ii) **Non-Performance.** Tenant fails to comply with any of the other material terms, covenants, conditions or obligations of this Lease, other than the payment of Rent, and such failure continues for sixty (60) days after Tenant receives written notice from Landlord specifying the failure. If such failure cannot, in the reasonable discretion of Landlord, be remedied by Tenant with due diligence within sixty (60) days, Tenant

shall, in good faith, commence within said sixty (60) day period action to remedy such failure and continue diligently and continuously thereafter to prosecute the same to completion, provided completion occurs within one hundred and twenty (120) days of commencement, subject to extensions as provided in writing by Landlord in its reasonable discretion.

(iii) **Transfer of the Lease**. Tenant transfers the Lease in violation of the terms and conditions in the Lease.

(b) **Right to Terminate the Lease; Remedies.** Upon occurrence and continuance of an Event of Default by Tenant that is not cured prior to the expiration of all applicable notice and cure periods, Landlord may, at Landlord's option and after giving Tenant not less than thirty (30) days' prior written notice, (i) terminate the Lease at the expiration of said thirty (30) day period, at which time Tenant shall quit and surrender possession of the Leased Premises; provided, however, Tenant shall remain liable to Landlord for all Rent that has accrued and remains unpaid up to the date of such termination, and (ii) pursue all other remedies Landlord has at law or in equity. Landlord shall retain any Partial Prepayment of Rent free of setoff or claim for refund by Tenant if Tenant commits the first Default causing termination. For the avoidance of doubt, if Landlord breaches the Lease hereunder, Tenant shall be entitled to credit for any unearned Partial Prepayment of Rent, measured by Section 1(a) and Tenant shall owe no more Rent after the date of Landlord's breach, as identified in written notice by Tenant.

(c) **Right to Re-Enter.** Upon occurrence of an Event of Default by Tenant and as an alternative to pursuing the remedies set out in Section 18(b) above, Landlord shall have the right to seek and obtain possession of the Leased Premises without terminating this Lease, by re-entry pursuant to legal or equitable actions or proceedings or other lawful means. Upon regaining possession of the Leased Premises, Landlord shall have the right, without the obligation, to make reasonable renovations, alterations and repairs to the Leased Premises required to restore the Leased Premises as Landlord may deem fit. Landlord shall have the obligation to use reasonable efforts to re-let the Leased Premises in mitigation of Landlord's damages, which re-letting may be for a term or terms longer or shorter than the full remaining Term. Landlord may grant reasonable concessions in the

re-letting to a new tenant, without affecting the liability of Tenant under this Lease. All sums received by Landlord from said re-letting shall be applied to reduce Tenant's obligations to Landlord under this Lease.

(d) **Leasehold Mortgagee Provisions**. Tenant shall have the right to encumber by mortgage, deed of trust, or security agreement (the "**Leasehold Mortgage**") Tenant's leasehold estate in the Leased Premises, together with Tenant's rights and interests in all Easements, buildings, fixtures, equipment, and other tenant improvements situated thereon, and all rents, issues, profits, revenues, and other income to be derived by Tenant therefrom, to secure such loans from time to time made by any Person to Tenant; provided, however, that such Leasehold Mortgage shall in no event encumber Landlord's fee title in the Leased Premises or Landlord's interest under the Ground Lease. In the event that Tenant grants a Leasehold Mortgage, Tenant shall promptly provide Landlord with written notice of the name, address and other contact information of the holder or grantee of such Leasehold Mortgage (the "**Leasehold Mortgagee**"). If Tenant enters into a Leasehold Mortgage with Landlord's consent, Landlord thereafter shall give to any Leasehold Mortgagee, at the address of such Leasehold Mortgagee set forth in the notice mentioned in Section 3(c)(iv), a written copy of each notice of (i) default by Tenant of any of its obligations under this Lease ("**Default**"), (ii) termination of this Lease, and (iii) renewal of the Term, and any other materials notices delivered under this Lease, at the same time as, and whenever, any such notice shall be given to Tenant, and no such notice shall be deemed to have been duly given to Tenant unless and until a copy thereof shall have been so given to each such Leasehold Mortgagee. Each Leasehold Mortgagee (A) shall thereupon have a period of thirty (30) days from the date of notice in the case of a monetary Default and sixty (60) days from the date of notice (or such longer period of time as may be reasonably necessary under the circumstances if commencement to cure occurs within sixty (60) days from the date of notice, up to one hundred and twenty (120) days, subject to extensions provided by the Landlord) in the case of any non-monetary Default, after notice of such Default or termination is given to the Leasehold Mortgagee, for curing the Default, or causing the same to be cured by Tenant or otherwise, and (B) shall, within such period and otherwise as herein provided, have the right to cure such Default, or to cause the same to be cured by Tenant or otherwise. Landlord shall accept performance by a Leasehold Mortgagee or Tenant of any covenant, condition, or agreement on Tenant's part to be performed

hereunder with the same force and effect as though performed by Tenant. Leasehold Mortgagee shall have the right to exercise any renewal option available to Tenant in this Lease if not exercised by Tenant.

(e) **New Lease for Leasehold Mortgagee**. If this Lease terminates because of Tenant's default or if the leasehold estate is foreclosed, or if this Lease is rejected or disaffirmed pursuant to bankruptcy law or other law affecting creditors' rights, Landlord shall, upon written request from any Leasehold Mortgagee within ninety (90) days after such event, enter a new lease agreement for the Leased Premises, on the following terms and conditions: (A) the term of the new lease agreement shall commence on the date of termination, foreclosure, rejection or disaffirmance and shall continue for the remainder of the Term of this Lease, at the same fees and payments and subject to the same terms and conditions as set forth in this Lease; (B) at the option of the Leasehold Mortgagee, the new lease agreement may be executed by a designee of such Leasehold Mortgagee without the Leasehold Mortgagee assuming the burdens and obligations of Tenant thereunder; (C) the Leased Premises may be used only for purposes consistent Section 3(a); and (D) the provisions of this Section 18(e) shall survive the termination, rejection or disaffirmance of this Lease and shall continue in full force and effect thereafter to the same extent as if this Section were a separate and independent contract made by Landlord, Tenant and such Leasehold Mortgagee, and, from the effective date of such termination, rejection or disaffirmation of this Lease to the date of execution and delivery of such new lease agreement, such Leasehold Mortgagee may use and enjoy said Leased Premises without hindrance by Landlord or any person claiming by, through or under Landlord, provided that all of the conditions for a new lease agreement as set forth herein are complied with. In no event shall Leasehold Mortgage be subject to any liability as the assignee of Tenant's interest in the Lease or the Leased Premises except with respect to the period during which the Leasehold Mortgage is the tenant after foreclosure or equivalent.

(f) **Third Party Beneficiary, No Modifications**. Each Leasehold Mortgagee is and shall be an express third-party beneficiary of the provisions of Sections 18(d), (e), (f), (g) and (h) and shall be entitled to compel the performance of the obligations of Landlord under this Lease. Notwithstanding any provision of this Lease to the contrary, the Parties agree that so long as there exists an unpaid Leasehold Mortgage, this Lease shall not be modified or amended, and Landlord shall not accept a surrender of the Leased Premises or any part thereof

or a cancellation or release of this Lease from Tenant prior to expiration of the Term, without the prior written consent of each Leasehold Mortgagee. This provision is for the express benefit of and shall be enforceable by each Leasehold Mortgagee.

(g) **No Merger**. Unless Leasehold Mortgagee shall otherwise in writing consent, the fee title to the Property and the leasehold estate in the Leased Premises, shall not merge but shall always be kept separate and distinct, notwithstanding the union of said estates, either in Landlord or in Tenant, or in a third party, by purchase or otherwise.

(h) **Bankruptcy Provisions regarding Leasehold Estate**.

(1) Tenant shall not, in any event, including the bankruptcy, reorganization or insolvency of Tenant or Landlord, (i) surrender its leasehold estate, or any portion thereof, nor terminate, cancel or acquiesce in the rejection of this Lease; (ii) consent or fail to object to any attempt by Landlord to sell or transfer its interest in the Leased Premises free and clear of this Lease; or (iii) modify, change, supplement, alter or amend this Lease in any respect, either orally or in writing. Except for any unearned Partial Prepayment of Rent, measured by Section 1(a) of this Lease, Tenant shall not seek refund or clawback from Landlord in any bankruptcy or receivership of any portion of Partial Prepayment of Rent. Tenant does hereby expressly release, assign, relinquish and surrender unto Leasehold Mortgagee all its right, power and authority to terminate, cancel, acquiesce in the rejection of, consent or object to any attempted transfer of Landlord's interest in the Leased Premises free and clear of this Lease, or modify, change, supplement, alter or amend this Lease in any respect, either orally or in writing, at any time, including in the event of the bankruptcy, reorganization or insolvency of Tenant or Landlord, and any attempt on the part of Tenant to exercise any such right without the consent of Leasehold Mortgagee shall be null and void.

(2) In the event this Lease is rejected by Landlord, as debtor in possession, or by a trustee for Landlord, pursuant to Section 365 of the Bankruptcy Code, Tenant shall not exercise its right to elect under Section 365(h)(l) of the Bankruptcy Code to terminate or treat this Lease as terminated without the express consent and direction of the Leasehold Mortgagee. Any such election made shall be null and void.

(3) In the event Landlord, as debtor in possession, or by a trustee for Owner, attempts to transfer its interest in the Leased Premises free and clear of the Lease pursuant to Section 363 of the Bankruptcy Code, Tenant shall not consent, acquiesce or fail to object to such attempted transfer. Any such consent, acquiescence or failure to object made shall be null and void.

19. Landlord Default. Landlord's failure to perform any of its duties or obligations under this Lease for a period of sixty (60) days after written notice from Tenant to Landlord specifying such failure in detail shall be deemed an event of default by Landlord hereunder. If such failure cannot with due diligence be remedied by Landlord within sixty (60) days, Landlord shall, in good faith, commence within said sixty (60) day period action to remedy such failure and continue diligently and continuously thereafter to prosecute the same to completion. Upon the occurrence and continuance of an event of default past any applicable notice and cure periods by Landlord, Tenant may, at its option, without waiving any claim for damages for breach of agreement, (i) at any time thereafter cure such default for the account of Landlord and any amount paid or any contractual liability incurred by Tenant in so doing shall be deemed paid or incurred for the account of Landlord and Landlord shall reimburse Tenant therefor and save Tenant harmless therefrom, and (ii) pursue any right or remedy now or hereafter available to Tenant at law, in equity and/or under this Lease, including the remedy of specific performance. If Landlord fails to reimburse Tenant upon demand for any amount paid or liability incurred for the account of Landlord hereunder, said amount or liability may be deducted by Tenant from the next or any succeeding payments of Rent due hereunder. In addition to any remedies Tenant may have, Tenant shall be entitled to injunctive relief.

20. Notices. All notices, consents, demands, communications or approvals required or permitted by this Lease shall be in writing and shall be delivered personally or delivered by certified mail, return receipt requested, addressed as follows:

If to Landlord:

Name:	Lexington Fayette Urban County Government (a) Department of Law (b) Department of Environmental Quality and Public Works
Address:	200 E. Main Street Lexington, KY 40507
With copy to:	M. Todd Osterloh

Sturgill, Turner, Barker & Moloney, PLLC
333 W. Vine Street, Suite 1500
Lexington, KY 40507

If to Tenant:
Name: Social Impact Solar LLC

Attn: Adam Edelen
Address: 175 E. Main St., Suite 300
Lexington, KY 40508

With copy to: Kenneth J. Gish, Jr.
Stites & Harbison, PLLC
250 West Main Street, Suite 2300
Lexington, KY 40507

Landlord and Tenant may, by notice given in the same manner set forth above, designate a different address to which subsequent notices shall be sent. Notice shall be deemed given when delivered, if delivered personally or by reputable overnight delivery service that provides proof of delivery, or if sent by certified mail, return receipt request on the date of the receipt.

21. Broker. Tenant and Landlord each represents and warrants to the other that no real estate broker was instrumental in effecting this Lease. To the extent permitted by law, and without waiving the defense of sovereign immunity, EACH PARTY SHALL INDEMNIFY AND DEFEND THE OTHER PARTY FROM THE CLAIM OF ANY BROKER FOR A COMMISSION OR FEE ON ACCOUNT OF THIS LEASE THAT ARISES BY, THROUGH OR UNDER SUCH PARTY.

22. Quiet Enjoyment. Landlord covenants that Tenant, on paying the Rent and performing and observing all of the covenants and agreements herein contained and provided to be performed by Tenant, shall and may peaceably and quietly have, hold, occupy, use, and enjoy the Leased Premises for the entire Term, and may exercise all of its rights hereunder, subject only to the provisions of this Lease and all Applicable Laws; and Landlord agrees to warrant and forever defend Tenant's right to such occupancy, use, and enjoyment and the title to the Leased Premises against the claims of any of those persons whomsoever lawfully claim the same, or any part thereof by through or under Landlord, and subject to the terms and provisions of this Lease and all Applicable Laws. Further, Landlord covenants that as long as Tenant pays the Rent and performs and observes all of the covenants

and agreements herein contained and provided to be performed by Tenant, Landlord will not interfere with the use and enjoyment of the Leased Premises and the operation of Tenant's businesses in, on, above, below or about the Leased Premises during the Term. In no event shall Landlord permit or suffer to exist any tax lien or other encumbrance on or against the Project or Tenant Improvements without Tenant's prior written consent, which may be withheld by Tenant in its sole and absolute discretion. Landlord shall pay when due all of its obligations secured by a mortgage, deed of trust or other security instrument on its fee interest in the Property. Upon either Party's discovery of any such lien or failure to pay any secured obligations, such Party shall (a) promptly give written notice thereof to the other Party, and (b) Landlord shall cause (i) the same to be discharged of record or paid or shall deliver to Tenant appropriate security for payment within thirty (30) days after Landlord receives notice of delinquency or filing of same, either by payment, deposit or bond. If Landlord fails to discharge any such lien or make such payment within such period, or to pay any taxes or assessments on the Property or Leased Premises, then, in addition to any other rights or remedy hereunder, Tenant may, but shall not be obligated to, make the payment or procure the discharge of the same. Any amounts so paid or discharged by Tenant and all costs and other expenses related thereto including reasonable attorneys' fees in defending any such action or in procuring the discharge of such lien, shall be payable by Landlord to Tenant upon demand or may be deducted from the amounts owed to Landlord under this Lease. Nothing contained in this Section 22 shall be construed as requiring the Landlord to pay any tax liens or mortgages, deed of trust, or other security instrument created, in whole or in part, by the actions of the Tenant.

23. Landlord's Representations Warranties and Covenants. Subject to the limitations provided in Section 8, Landlord hereby represents, warrants and covenants to Tenant as of the Effective Date (a) to give Tenant possession of the Leased Premises free and clear of all tenants and occupants and Landlord's personal property and equipment; (b) that there are no pending Superior Leases, mortgages or liens that affect the Leased Premises that have not been subordinated to this Lease in a form reasonably acceptable to Tenant; (c) that there are no pending or threatened claims, actions or suits affecting the Property, the Leased Premises or any portion thereof; (d) there is no threatened or pending eminent domain or condemnation proceeding in respect of the Property, the Leased Premises or any part thereof or access thereto; (e) each person signing this Lease on behalf of Landlord is authorized to do so and Landlord has the unrestricted right, power, and authority to enter into and perform its obligations under

this Lease, and to grant the rights granted to Tenant hereunder; (f) the Landlord is an urban-county government and political subdivision of the Commonwealth of Kentucky, owning the Leased Premises; (g) the execution, delivery and performance of this Lease by Landlord does not violate any contract or agreement or instrument to which Landlord is a party and Landlord has not entered into any contract, agreement or instrument with respect to the Leased Premises with any third party other than Tenant; (h) the execution, delivery and performance by Landlord under this Lease has been duly authorized by all necessary action by Landlord's Council (legislative body) and does not violate any provision of any Applicable Law or any order, judgement or decree of any court or other Governmental Authority or conflict with or result in a beach of or constitute a default under any contractual obligation of to which Landlord is a party or any agreement to which Landlord and/or the Leased Premises is bound or subject; and (i) Landlord is not the subject of any bankruptcy, insolvency or probate proceeding. Subject to the limitations provided in Section 8, Landlord represents and warrants that, as of the Effective Date, (1) there are no outstanding Claims, (2) Landlord has not received any notice of any violations by any Governmental Authority with respect to the compliance of the Leased Premises as a municipal landfill with any Applicable Laws or alleging a violation of Applicable Laws, and 3) the Leased Premises and said landfill as such are in compliance with all Applicable Laws and Environmental Laws or currently working towards compliance as previously disclosed to Tenant; (iii) there are no covenants, conditions or restrictions or other private restrictions encumbering the Leased Premises which in any way limit or otherwise restrict the use of the Leased Premises as contemplated by this Lease. Those easements described in Exhibit D are hereby excepted from the representations and warranties contained herein, to the extent said easements are located within the Leased Premises.

24. **Memorandum of Lease.** A Memorandum of this Lease may be recorded as provided in Section 1(c).

25. **Indemnification or Allocation of Responsibility; Limitation of Liability.**

(a) Tenant Indemnification. TENANT SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS LANDLORD, ITS AFFILIATES, OFFICERS, DIRECTORS, PARTNERS, MEMBERS, EMPLOYEES, AGENTS, CONTRACTORS, GUESTS, LICENSEES, SUBLICENSEES AND INVITEES AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS (COLLECTIVELY, "**LANDLORD PARTIES**") FROM AND AGAINST ANY LIABILITIES, DAMAGES, AND LOSSES,

INCLUDING, BUT NOT LIMITED TO CLAIMS, REASONABLE ATTORNEYS' FEES, DEMANDS, LIENS, COSTS, EXPENSES, PENALTIES, FINES, LAWSUITS, OR ACTIONS (COLLECTIVELY, "**CLAIMS**"), TO THE EXTENT RESULTING FROM (I) THE NEGLIGENT OR WILLFUL MISCONDUCT OF TENANT OR ANY TENANT PARTY (DEFINED BELOW); AND (II) THE BREACH BY TENANT OF ANY OBLIGATION, REPRESENTATION OR WARRANTY ARISING UNDER THIS LEASE. FURTHER, TENANT SHALL INDEMNIFY, DEFEND AND HOLD THE LANDLORD PARTIES HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS THAT LANDLORD OR ANY OF THE LANDLORD PARTIES MAY INCUR, RESULTING DIRECTLY OR INDIRECTLY, WHOLLY OR PARTLY, FROM: (A) A DISCHARGE OF CONTAMINANTS AT THE LEASED PREMISES AS A RESULT OF THE ACTIONS OR OMISSIONS OF TENANT OR ITS CONTRACTORS, EMPLOYEES, AGENTS, LICENSEES OR INVITEES (COLLECTIVELY, "**TENANT PARTIES**") DURING THE LEASE TERM, (B) ANY CLAIM OR ACTION BY ANY GOVERNMENTAL AUTHORITY OR ANY THIRD-PARTY ACTION BROUGHT UNDER FEDERAL, STATE OR LOCAL ENVIRONMENTAL LAWS OR REGULATIONS, WHETHER ADMINISTRATIVE OR JUDICIAL IN NATURE, AS A RESULT OF ANY ACTIVITIES OF TENANT OR ANY OF THE TENANT PARTIES RELATED AT THE LEASED PREMISES, TO THE EXTENT, AND ONLY TO THE EXTENT, THAT THE APPLICABILITY OF THE ENVIRONMENTAL LAWS OR REGULATIONS IS TRIGGERED BY AN ACT OR OMISSION OF TENANT OR ANY OF THE TENANT PARTIES; OR (C) ANY PERSONAL INJURY, TRESPASS, NUISANCE OR PROPERTY DAMAGE CLAIMS BY THIRD PARTIES RESULTING FROM THE ACTIVITIES OF TENANT OR ANY OF THE TENANT PARTIES AT THE LEASED PREMISES. Landlord will promptly advise Tenant in writing of any Claim or action, administrative or legal proceeding or investigation as to which this indemnification may apply, and Tenant, at Landlord's expense to the extent of the negligence or willful misconduct of Landlord or any Landlord Party, will assume on behalf of Landlord and the other Landlord Parties, and will conduct with due diligence and in good faith, the defense of Landlord and any Landlord Parties thereof; provided, however, that any Landlord Party will have the right, at its option, to be represented therein by advisory legal counsel of its own selection and at its own expense.

(b) *Landlord Responsibility*. To the extent allowable by law, and without waiving the defense of sovereign immunity, LANDLORD SHALL BE RESPONSIBLE FOR, TAKE SUCH ACTION, AND ADDRESS OR PAY SUCH CLAIMS, LIABILITIES, LOSSES, DAMAGES, PENALTIES AND COSTS, INCLUDING, WITHOUT LIMITATION, REASONABLE COUNSEL, ENGINEERING AND OTHER PROFESSIONAL OR EXPERT FEES (COLLECTIVELY, "**CLAIMS**"),

RESULTING DIRECTLY OR INDIRECTLY, WHOLLY OR PARTLY, FROM (A) ANY KNOWN LEGACY ENVIRONMENTAL CONDITION EXISTING OR PRE-EXISTING AS OF THE LEASE COMMENCEMENT DATE; (B) A DISCHARGE OF CONTAMINANTS AT THE LEASED PREMISES AS A RESULT OF THE ACTIONS OR OMISSIONS OF LANDLORD OR ANY OF THE LANDLORD PARTIES, WHICH ACTIONS SHALL NOT INCLUDE THE LEASE OF THE LEASED PREMISES TO TENANT; (C) THE NEGLIGENT OR WILLFUL MISCONDUCT OF LANDLORD OR ANY LANDLORD PARTY; AND (D) ANY MATERIAL BREACH BY LANDLORD OF ANY OF ITS OBLIGATIONS, REPRESENTATIONS AND WARRANTIES UNDER THIS LEASE. Tenant will promptly advise Landlord in writing of any Claim or action, administrative or legal proceeding or investigation as to which this indemnification may apply, and Landlord, at Tenant's expense to the extent of the negligence or willful misconduct of Tenant or any Tenant Party, may assume on behalf of Tenant and the other Tenant Parties, and will conduct with due diligence and in good faith, the defense of Tenant and any Tenant Parties thereof, to the extent permitted by law and without waiving the defense of sovereign immunity; provided, however, that any Tenant Party will have the right, at its option, to be represented therein by advisory legal counsel of its own selection and at its own expense.

(c) Limitation of Liability.

(i) Any tort claim by Tenant against Landlord for property damage shall not exceed the limits of coverage under any applicable liability policy covering Landlord for its negligence, as of the date such claim arises. Notwithstanding anything to the contrary contained herein, Landlord shall not be liable to the Tenant for incidental, consequential, special, punitive or indirect damages, including but not limited to loss of use or loss of profit or revenue.

(d) Survival. The provisions of this Section 25 shall survive the expiration or earlier termination of this Lease.

26. Further Assurances; Estoppel Certificates.

(a) Further Assurances. Landlord and Tenant each agree to cooperate, execute and deliver all further instruments and documents and take any further action that may be reasonably necessary to effectuate the purposes and intent of this Lease. Landlord shall not grant or convey any easement, right-of-way or other interest that, if used or enjoyed in accordance with its terms, would interfere with Tenant's operation, use, access to or

quiet enjoyment of the Project, the Tenant Improvements or the Leased Premises. Landlord agrees that wherever it is provided in this Lease that the prior consent or approval of Landlord is required, Landlord will not unreasonably withhold, condition or delay the giving of such consent or approval. Tenant understands that Landlord has leased a portion of the borrow area of Haley Pike Landfill to Creech Services, Inc. and otherwise provided certain easement rights as described in Exhibit D and affirmatively states that these property interests do not violate this Section 26.

(b) Estoppel Certificates. Either Party agrees, at any time and from time to time upon not less than ten (10) business days' prior written notice by the other Party or from a Financing Party, to execute, acknowledge and deliver to the other Party, or any person designated by the other Party, a written estoppel certificate certifying that this Lease is complete, true and correct and in full force and effect and stating whether or not the other Party is in default in keeping, observing or performing any term, covenant or condition contained in this Lease on the other Party's part to be kept, observed or performed and, if in default, specifying each such default and any other factual matters pertaining to this Lease reasonably requested by the other Party. It is intended that any such estoppel certificate may be relied upon by the other Party, or any prospective purchaser or encumbrancer of the Property or Leased Premises or any part thereof (including any Financing Party), any auditor, commercial banker and investment banker of either Party or any purchaser of Landlord's interests in the Property.

27. Right of First Refusal/Offer.

(a) During the Term of this Lease, at any time prior to Landlord's acceptance of a bona fide offer or letter of intent from any third party ("**Third Party Purchaser**") to purchase all or any part of the Property, Landlord shall deliver a copy thereof to Tenant (the "**First Refusal Notice**"). Tenant shall have thirty (30) days to agree in writing to purchase the Property pursuant to the terms and conditions set forth in such offer or letter of intent by delivering written notice to Landlord (the "**Acceptance Notice**"). In the event that Tenant does not timely agree to purchase the Property described in the First Refusal Notice by delivering the Acceptance Notice within such thirty (30) day period, Landlord shall have the right to sell the Property to the Third Party Purchaser identified in the First Refusal Notice on terms that are not materially more favorable, when considered as a whole, to the Third Party Purchaser as the basic terms and conditions contained in the first Refusal Notice.

(b) (i) During the Term of this Lease, before offering for sale all or any Renewable Energy Certificates ("**RECs**") associated with the Project to a third party ("**Third Party Purchaser**"), Tenant shall offer said RECs for purchase by Landlord at prevailing market rates for similar RECs at the time said RECs are available for sale, which may be negotiated by the parties. To the extent any REC is offered for sale more than once during the Term of the Lease, Tenant shall provide this Right of First Offer to Landlord before each offer. Denial of any offer by the Landlord does not prohibit them from purchasing any RECs offered by Tenant in the future.

(ii) Tenant shall provide Landlord with a written notice (the "**Offer Notice**") for any tranche of RECs it intends to sell, specifying:

(a) quantity (MWh/REC count), Vintage(s), resource type/eligibility;

(b) REC Registry and account details for transfer, and expected delivery window;

(c) proposed price and key commercial terms (including invoicing, payment timing, and any performance security); and

(d) any limitations, exclusions, or compliance reservations.

(iii) Landlord shall have thirty (30) days from receipt of the Offer Notice (sixty (60) days if Offer Notice is received by Landlord from June 15th through July 15th or November 15th through December 15th) ("Election Period") to agree in writing to purchase all or any of said RECs by delivering written notice to Tenant (the "**Acceptance Notice**"). In the event that Landlord does not timely to agree to purchase all or any of the RECs being offered by delivering the Acceptance Notice within such period, Tenant shall have the right to sell the RECs to a Third Party Purchaser.

(iv) If Landlord declines the offer within the Election Period, Tenant may offer and sell the offered RECs to a Third Party Purchaser on terms that, when taken as a whole, are no more favorable to the third party than the terms previously offered to Landlord.

(v) If Tenant intends to sell the offered RECs to a Third Party Purchaser on terms that are materially more favorable than the terms previously offered to Landlord (including lower price, longer tenor, or reduced conditions), Tenant shall first re-offer such RECs to Landlord on those more favorable terms, and Landlord shall have ten (10) business days to accept.

(vi) Delivery shall occur by electronic transfer of the RECs in the REC Registry to Landlord's designated account, free and clear of all liens, claims, and encumbrances. Title and risk of loss to RECs shall pass upon completion of the transfer in the REC Registry.

(vii) Tenant shall provide standard attestations required under the REC Registry and any applicable certification.

(viii) Tenant shall not report, claim, or otherwise use any environmental attributes associated with delivered RECs, nor permit double counting or resubmission for issuance, and shall retire no delivered RECs on its own behalf.

(v) "REC" means a renewable energy certificate or credit (including all environmental, emissions, and renewable attributes, howsoever named) generated by the production of electricity from an eligible renewable energy resource on the Leased Premises, as recognized under applicable law or program rules, and issued and tracked in the applicable REC registry

28. Miscellaneous.

(a) Validity of Lease. The provisions of this Lease are severable. If any provision of the Lease is adjudged to be invalid or unenforceable by a court of competent jurisdiction, it shall not affect the validity of any other provision of this Lease.

(b) Waiver. The rights, remedies, options or elections of Landlord and Tenant in this Lease are cumulative, and the failure of Landlord or Tenant to enforce performance by the other Party hereto of any provision of this Lease applicable to said Party, or to exercise any right, remedy, option or election, in any one or more instances, shall not act as a waiver or a relinquishment at the time or in the future, by Landlord or Tenant, as the case may be, of such provisions of this Lease, or of such rights, remedies, options or elections, and the same shall continue in full force and effect.

(c) Entire Agreement; Partial Invalidity.

(i) This Lease and Landlord's Request for Proposal 35-2025 dated 9/9/2025 and Tenant's response, dated 9/24/2025, which are incorporated by reference herein constitute the entire agreement between the Parties with respect to the subject matter hereof. In the event of any inconsistency, the terms of this

Lease shall prevail, followed by the Landlord's Request for Proposal, followed by Tenant's Response. No additions, changes, modifications, renewals or extensions of this Lease shall be binding unless reduced to writing and signed by both Parties. The Landlord's Request for Proposal 35-2025 dated 9/9/2025 and Tenant's response, dated 9/24/2025 are attached hereto as Exhibit E. The exhibits (A-E) attached hereto are incorporated herein by this reference for all purposes.

(ii) If any term or provision of this Lease is, to any extent, determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Lease shall not be affected thereby, and such remaining term and provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

(d) Effective Law; Venue. The validity, interpretation, and performance of this Lease and any dispute connected herewith shall be governed and construed in accordance with the internal laws of the State where the Leased Premises are located without reference to the choice-of-law or conflicts-of-law principles that would result in the application of the laws of a different jurisdiction. The Parties hereby agree that any suit, action or proceeding seeking to enforce any provision of, or based on any matter arising out of, or in connection with this Lease or the transactions contemplated hereby, whether in contract, tort or otherwise, shall be brought in the Fayette Circuit Court, Lexington, Kentucky. Each of the Parties hereby irrevocably consents to the jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any such action, suit or proceeding and irrevocably waives, to the fullest extent permitted by law, any objection that it may now have or hereafter have to the action, suit or proceeding that it is brought in any such court has been brought in an inconvenient forum. Service of process, summons, notice or other document by registered mail to the notice address set forth in Section of this Lease shall be effective service of process for any such suit, action, or other proceeding brought in any such court.

(e) Waiver of Jury Trial. EACH PARTY HERETO WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, THE RIGHT TO A JURY TRIAL IN ANY SUIT, ACTION OR OTHER PROCEEDING CONCERNING THIS LEASE OR ANY DEFENSE, CLAIM, COUNTERCLAIM OR SET-OFF OR SIMILAR CLAIM OF ANY NATURE.

(f) Commercial Lease. This Lease shall be construed as a commercial lease.

(g) Captions. The captions of the sections in this Lease and any index or table of contents are for reference purposes only and shall not in any way affect the meaning or interpretation of this Lease.

(h) Counterparts. This Lease may be executed in one or more counterparts, including by facsimile or other electronic means, each of which shall be an original, and all of which constitutes one and the same Lease.

(i) Remedies and Rights Not Exclusive. No right or remedy conferred upon Landlord or Tenant shall be considered exclusive of any other consistent right or remedy but shall be in addition to every other consistent right or remedy available to Landlord or Tenant under this Lease. Any right or remedy of Landlord or Tenant may be exercised from time to time, and as often as the occasion may arise. The granting of any right, remedy, option or election to Landlord or Tenant under this Lease shall not impose any obligation on Landlord or Tenant, as the case may be, to exercise said right, remedy, option or election.

(j) Drafting Ambiguities; Interpretation. In interpreting any provision of this Lease, no weight shall be given to nor shall any construction or interpretation by influenced by the fact that counsel for one of the Parties drafted this Lease, each Party recognizing that it and its counsel have had an opportunity to review this Lease and have contributed to the final form of this Lease. Unless otherwise specified, the words "include" and "including", and words of similar import shall be deemed to be followed by the words "but not limited to" and the word "or" shall be "and/or".

(k) References**.** In all references to any persons, entities or corporations, the use of any particular gender or the plural or singular number is intended to include the appropriate gender or number as the text of this Lease may require.

(l) Binding Effect. This Lease is binding upon and shall inure to the benefit of the Parties, their legal representatives, successors and permitted assigns.

(m) Time of the Essence. Time is of the essence of this Lease. If, pursuant to this Lease, any date indicated herein falls on a Holiday or a Saturday or Sunday then such day shall not be a business day, and the date so indicated shall mean the next business day following such date. The term "**Holiday**" shall mean any day on which state or national banks are not open for business in the State where the Leased Premises is located.

[Signature page follows]

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease as of the dates set forth below, to be effective as of the Effective Date.

LANDLORD:

Lexington-Fayette Urban County Government

By: _____
Name: _____
Title: _____

Date: _____

Lexington-Fayette Urban County Government Public Facilities Corporation By: _____
_____
Name: _____
Title: _____

Date: _____

TENANT:

SOCIAL IMPACT SOLAR LLC

By:
Name:
Title:

Date:

Exhibit A – Leased Premises - Schematic

Exhibit B – Lease Summary Memorandum

Exhibit C – Easements - Schematic

Exhibit D – Mineral Rights

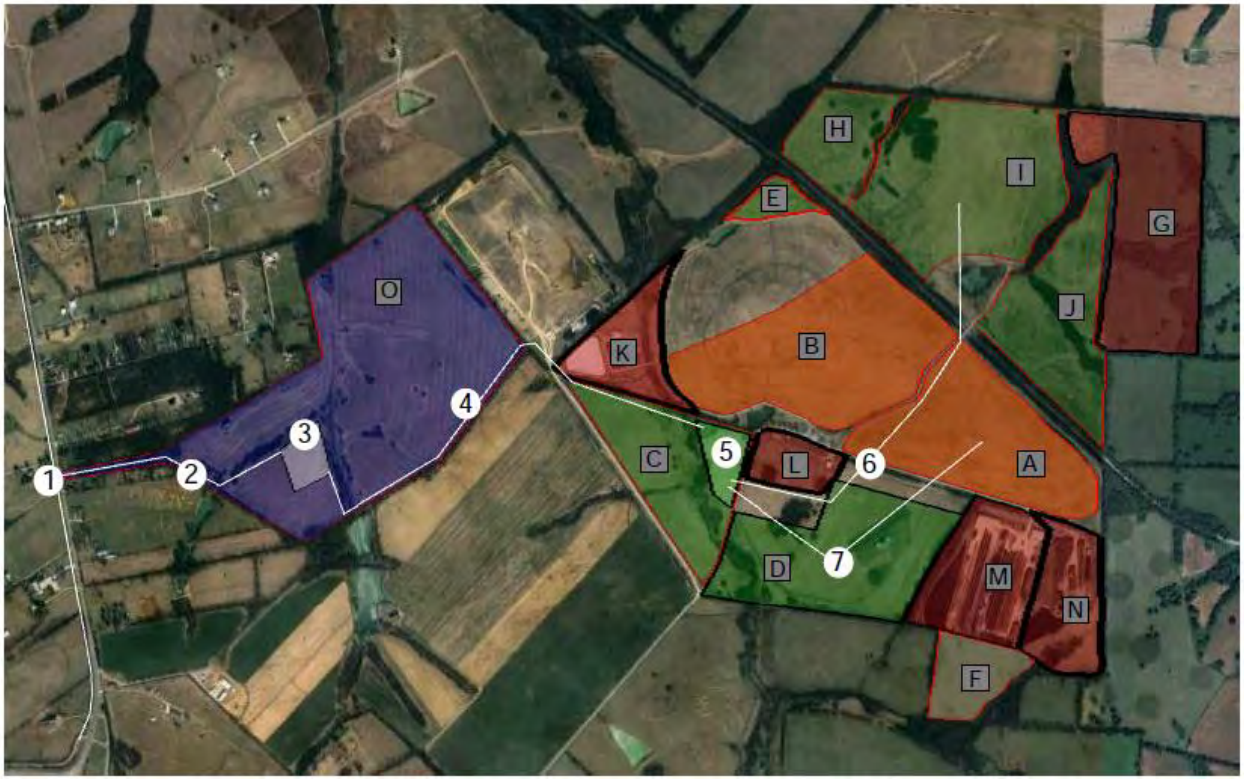
Exhibit E – RFP 35-2025 and SIS Response

Exhibit A - Leased Premises (Schematic)

Table A: HPSP Area Breakdown table to crosswalk known areas to proposed for utilization.

Haley Pike Solar Project Area Breakdown				
Area	**Name/Use**	**Approx. Acres**	**Note**	**Proposed Usage for HPSP**
A	Closed Cell	53	Required to be used for PV Array Lease	Area A: 53 of 53 used for solar
B	Closed Cell	105	Required to be used for PV Array Lease	Area B: 70 of 105 used for solar
C	Unused	39	Available for PV Array Lease	Area C: 39 of 39 used for solar and array substation
D	Leased - Model Airplane Club*	68	Available for PV Array Lease *LFUCG will be expanding operations in area L. This will reduce the available acreage in area D by 5 -10 acres	Area D: 58 of 68 used for solar (utilization acknowledges reduced availability)
E	Unused	6	Available for PV Array Lease	Area E: 6 of 6 acres used for solar
F	Unused*	15	Reserved for LFUCG Use	Area F: 0 of 15
G	LFUCG Spray field	59	This area is currently used for LFUCG spray fields.	Area G: 0 of 59 acres used for solar
H	Permitted unused cell	20	Available for PV Array Lease	Area H: 20 of 20 acres used for solar
I	Permitted unused cell	69	Available for PV Array Lease	Area I: 69 of 69 acres used for solar
J	Permitted unused cell	42	Available for PV Array Lease	Area J: 42 of 42 acres used for solar
K	Wetland/Leachate System	20	LFUCG Operations	Area K: 0 of 20 acres used for solar
L	Scale House - LFUCG Operations	11	LFUCG Operations	Area L: 0 of 11 acres used for solar
M	Leased - Creech	32	Leased - Not available for Lease	Area M: 0 of 32 acres used for solar
N	LFUCG Mulch - Contractor operated	26	LFUCG Operations	Area N: 0 of 6 acres used for solar
O	Right of Way	21.5	Proposed ER/SIS-negotiated Right of Way (ROW #1: 20 acres, ROW #2: 1.5 acres)	Non- LFUCG Property - Shown for consistency with submitted plans

Image 1: Schematic of land use for HPSP, with notation of known areas.



MAP KEY		
Marker	**Component Type**	**Color Shading Code**
1	Point of Interconnection (69kV line)	**Purple:** ER/SIS negotiated Right of Way **Green:** LFUCG designated 90% usable land for PV **Orange:** LFUCG designated 50% usable land for PV **Red:** LFUCG designated 0% usable land for PV **No Color:** where segments in project area are not shaded, no activities are planned to allow for LFUCG future use
2	Feeder to Switchyard	
3	Switchyard	
4	Feeder to Array Substation	
5	Array Substation	
6	Collection Feeder 1 to Arrays	
7	Collection Feeder 2 to Arrays	

Exhibit B

MEMORANDUM OF GROUND LEASE

This MEMORANDUM OF GROUND LEASE (this "**Memorandum**"), dated as of the _____ day of _____, 202___ (the **"Effective Date"**), is entered into between Lexington-Fayette Urban County Government, a political subdivision of the Commonwealth of Kentucky, whose principal office address is 200 E. Main Street, Lexington, Kentucky 40507, the Lexington-Fayette Urban County Government Public Facilities Corporation, a Kentucky nonprofit corporation and agency and instrumentality of the Lexington-Fayette Urban County Government, (the Lexington-Fayette Urban County Government and the Lexington Fayette Urban County Government Public Facilities Corporation collectively referred to as "**Landlord**" to the portion of the Leased Premises, as defined below, owned by that entity), whose principal office address is 200 E. Main Street, Lexington, Kentucky 40507, and Social Impact Solar LLC, a Delaware limited liability company, whose principal place of business is 175 E. Main St., Suite 300, Lexington, KY 40507 ("**Tenant**") (collectively Landlord and Tenant shall be referred to herein as the "Parties" or, individually, a "Party").

Landlord and Tenant hereby acknowledge the following:

1. Lease. Landlord and Tenant have entered into a certain Ground Lease, dated [DATE] (the "**Lease**"), whereby Landlord leased 357 acres of real property, located in the City of Lexington, County of Fayette, State of Kentucky and which real property is described in Exhibit A attached hereto (the "**Property**").

2. Term. The initial term of the Lease commences on [DATE] and expires on midnight (prevailing Eastern time), on the twenty-first (21st) anniversary of the Commercial Operation Date, as that term is defined in the Lease (the "**Term**" or "**Initial Term**").

3. Extension Options. So long as no uncured Event of Default exists, Tenant may elect to renew the Lease for up to two (2) additional successive seven (7) year terms (each a "**Renewal Term**") exercisable by notice of such renewal given to Landlord in writing no less than one hundred and twenty (120) days prior to the last day of the Initial Term or the immediately preceding Renewal Term, as applicable.

4. Landlord's Right of First Offer. Landlord has the right of first offer to purchase all or any Renewable Energy Certificates ("**RECs**") associated with the Tenant's use of the Property for the Project, as defined below, pursuant to Section 27 of the Lease.

5. Tenant's Right of First Refusal. Tenant has the right of first refusal to purchase the Property pursuant to Section 27 of the Lease.

6. Approved Leasehold Mortgage. Section 3 of the Lease provides that Tenant shall have the right with Landlord's written consent, which shall not be unreasonably withheld, to encumber by mortgage, deed of trust, or security agreement (the "**Leasehold Mortgage**") Tenant's leasehold estate in the Property, together with Tenant's rights and interests in all buildings, fixtures, equipment, and other Tenant Improvements situated thereon, and all rents, issues, profits, revenues, and other income to be

derived by Tenant therefrom, to secure such loans from time to time made by any Person to Tenant; provided, however, that such Leasehold Mortgage shall in no event (1) encumber Landlord's fee title in the Leased Premises or Landlord's interest under this Lease, or (2) limit or impair Landlord's rights to access and conduct necessary landfill monitoring and remediation activity on its nonleased property and the Leased Premises. In the event that Tenant grants a Leasehold Mortgage, Tenant shall promptly provide Landlord with written notice of the name, address and other contact information of the holder or grantee of such Leasehold Mortgage (the "Leasehold Mortgagee").

7. New Lease. Section 18 of the Lease provides that the Leasehold Mortgagee may, in the event the Lease is terminated or rejected in a bankruptcy proceeding prior to the expiration of the Lease Term, upon written request to Landlord within ninety (90) days after such event, enter into a new lease with Landlord for the remainder of the Term at the same fees and payments and subject to the same terms and conditions as set forth in the Lease.

8. Permitted Use. As permitted by applicable zoning law, Tenant shall use, and shall cause all other occupants of the Property, to use the Property only for the developing, constructing, placing, owning, operating, maintaining, reconstructing, replacing, rebuilding, upgrading, removing, testing, surveying, inspecting, modifying and/or repairing a solar power generation system ("**Solar**") and system foundations, poles, towers, inverters, transformers, integrators, all electrical lines and conduits required to receive and transmit electrical energy and such additional utility lines, cables, conduits, transformers, wires, meters, monitoring equipment, battery energy storage system upon the reasonable approval of Landlord, which cannot be unreasonably withheld, and other necessary and convenient equipment and appurtenances common to such a facility (collectively, the "**Project**").

9. Notices. Except as specifically outlined in the Ground Lease, all notices, waivers, and demands required or permitted hereunder shall be in writing and delivered to the following addresses:

If to Landlord: Lexington Fayette Urban County Government
(a) Department of Law
(b) Department of Environmental Quality and Public Works
Address: 200 E. Main Street
Lexington, KY 40507
With copy to: M. Todd Osterloh
Sturgill, Turner, Barker & Moloney, PLLC
333 W. Vine Street, Suite 1500
Lexington, KY 40507
If to Tenant: Social Impact Solar LLC
Attn: Adam Edelen
Address: 175 E. Main St., Suite 300
Lexington, KY 40508
With copy to: Kenneth J. Gish, Jr.
Stites & Harbison, PLLC
250 West Main Street, Suite 2300
Lexington, KY 40507

by one of the following methods: (a) hand delivery, whereby delivery is deemed to have occurred at the time of delivery; (b) a reputable overnight courier company, whereby delivery is deemed to have

occurred the at the time of delivery; or (c) certified United States mail, postage-prepaid, return receipt requested, whereby delivery is deemed to have occurred on the date of receipt.

10. Mineral Rights. Landlord reserves to itself all rights to the minerals and other extractive resources. This reservation shall not diminish the right of Tenant to freely use the Property. Landlord shall not extract any minerals and other extractive resources from the Property, beyond existing methane gas venting and capture, during the Term.

11. Conflicts. If there is any conflict between this Memorandum and the Lease, the provisions of the Lease shall control.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have caused this Memorandum to be executed as of the Effective Date.

LANDLORD:

Lexington-Fayette Urban County Government

By:
Name:
Title:

Date:

TENANT:

SOCIAL IMPACT SOLAR LLC

By:
Name:
Title:

Date:

Lexington-Fayette Urban County Government Public Facilities Corporation

By:
Name:
Title:

Date:

4900-0931-0863, v. 1

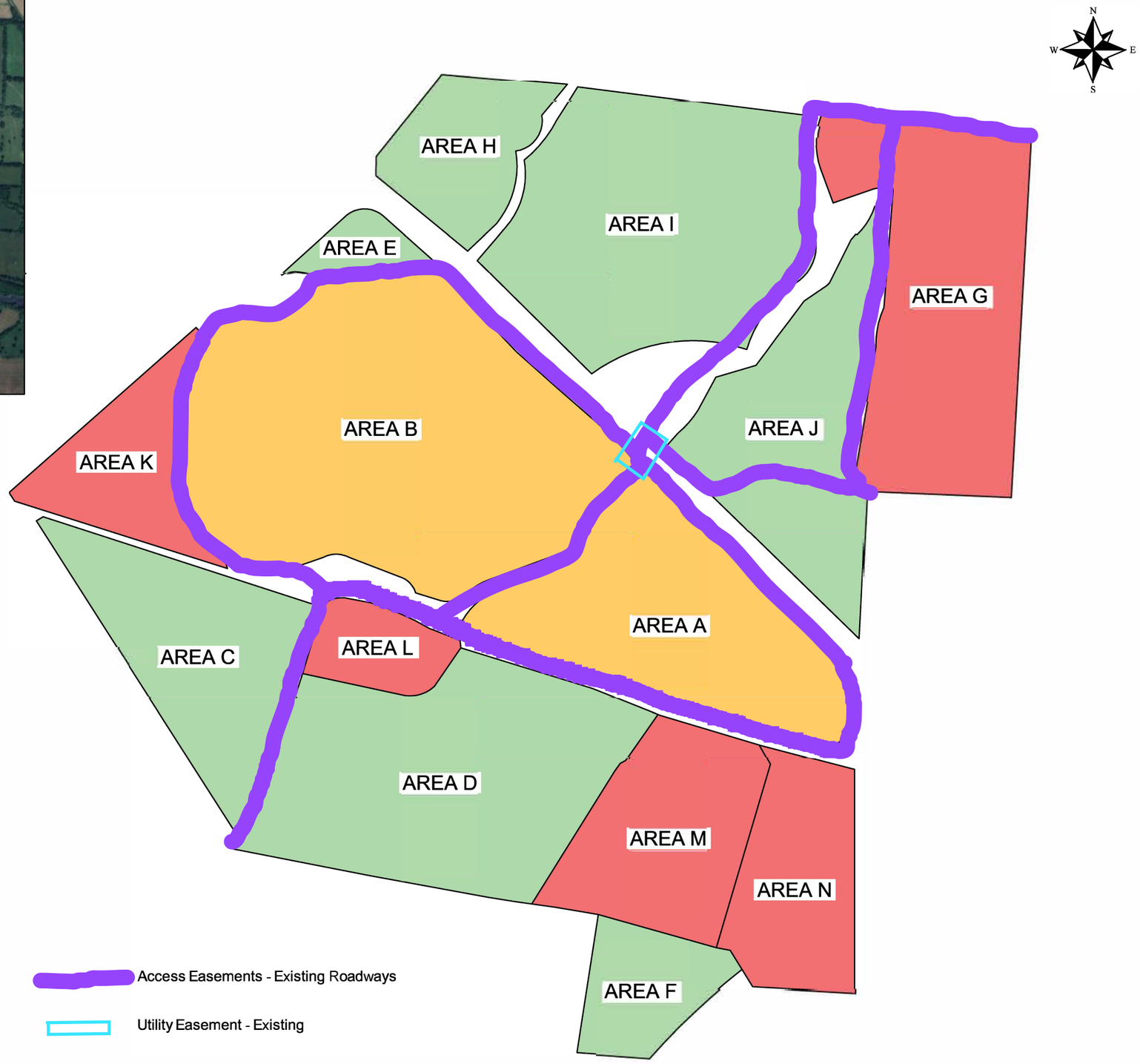
Exhibit C Easement (Schematic)

LEGEND

- 90% Usable Land for PV
- 50% Usable Land for PV
- 0% Usable Land for PV

AREA DESCRIPTION

A	Closed Landfill
B	Closed Landfill
C	Vacant Land
D	Leased Area for Model Airplane Club
E	Vacant Land
F	Vacant Land
G	Irrigation Field
H	Permitted Future Landfill
I	Permitted Future Landfill
J	Permitted Future Landfill
K	Wetland Treatment System
L	LFUCG Operational Area
M	Creech Services
N	LFUCG Mulch Area



CMTA

PRELIMINARY DESIGN

Haley Pike Landfil
4216 Hedger Lane
Lexington, KY 40516

Area Key

CLIENT/CMTA JOB #:	
DATE:	10/14/2024
DRAWN:	TW
CHECKED:	KK

REVISIONS

PV101

Exhibit D

DATE: January 29, 2026

RE: 30-YearTitle Exam
4172-4253 Hedger Lane

Map/Parcel/Account No. 94024050

Tract 1- +/- 446 Acres (North of Railroad Tracks)
Tract 2- 204.44 Acres (South of Railroad Tracks)

Total Acreage- +/-650.44 Acres

*** *** *** *** *** ***

The title to the aforementioned properties is subject to the following encumbrances:

1. Subject to a Notice (of waste disposal activity) dated May 3, 2016, of record in Deed Book 3394, Page 006, in the Fayette County Clerk's Office.

2. Subject to a Certificate of Land Use Restrictions for a conditional use permit, recorded October 9, 2001, of record in Land Use Restriction Book 10, Page 171, in the Fayette County Clerk's Office.

3. Subject to a Deed of Easement Agreement by and between Lexington-Fayette Urban County Government and Demolition Disposal Services, Inc., a Kentucky corporation, dated March 5, 1993, of record in Deed Book 1667, Page 580, in the Fayette County Clerk's Office.

4. Subject to a Deed of Easement by and between Lexington-Fayette Urban County Government and Demolition Disposal Services, Inc., a Kentucky corporation, dated April 21, 1993, of record in Deed Book 1672, Page 432, in the Fayette County Clerk's Office.

5. Subject to a Special Commissioner's Deed of Easement in favor of East Kentucky Power Cooperative, Inc., dated December 2, 1982, of record in Deed Book 1305, Page 484, in the Fayette County Clerk's Office.

6. Subject to a Distribution Line Agreement in favor of Kentucky Utilities Company, a Kentucky corporation, dated November

25, 1977, of record in Deed Book 1187, Page 149, in the Fayette County Clerk's Office.

7. Subject to a Deed of Easement in favor of Lexington-Fayette Urban County Government, dated July 16, 1976, of record in Deed Book 1161, Page 605, in the Fayette County Clerk's Office.

8. Subject to a Deed of Easement in favor of Lexington-Fayette Urban County Government, dated July 27, 1976, of record in Deed Book 1161, Page 600, in the Fayette County Clerk's Office.

9. Subject to an unrecorded Lease Agreement (Contract 34486), by and between Creech Services, Inc. and Lexington-Fayette Urban County Government, dated January 25, 2001, subsequently amended by an Amendment to Lease Agreement, dated April 5, 2005.

10. The tobacco base reserved to the Grantor and having the option to be transferred to other land owned by the Grantor, dated April 12, 1977, of record in Deed Book 1167, Page 390, in the Fayette County Clerk's Office, was terminated by the Grantor's death on June 10, 1993.

11. No oil, gas or other mineral rights, in, on or under the property were found in the public records of the Fayette County Clerk's Office.

/s/ Evan P. Thompson
Evan P. Thompson, Attorney

4929-7824-7052, v. 1

Lexington-Fayette
Urban County Government

Request for Proposals

The Lexington-Fayette Urban County Government hereby requests proposals for **RFP #35-2025 Haley Pike Solar Lease** to be provided in accordance with terms, conditions and specifications established herein.

Sealed proposals will be received through Ion Wave until **2:00 PM**, prevailing local time, on **September 24, 2025.** All forms and information requested in RFP must be included and attached in Response Attachments tab in Ion Wave.

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

Proposals, once submitted, may not be withdrawn for a period of one hundred twenty (120) calendar days.

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

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

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

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

Laws and Regulations

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

Equal Employment Opportunity

The Entity (regardless of whether construction contractor, non-construction contractor or supplier) agrees to provide equal opportunity in employment for all qualified persons, to prohibit discrimination in employment because of race, color, religion, sex (including pregnancy, sexual orientation or gender identity), national origin, disability, age, genetic information, political affiliation, or veteran status.

Kentucky Equal Employment Opportunity Act

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

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

The contractor is expressly required to comply with the Kentucky Equal Opportunity Act of 1978 (KRS 45.560 to KRS 45.640)

LFUCG Non-Appropriation Clause

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

In the event that public funds are unavailable and not appropriated for the performance of the LFUCG's obligations under this contract, then this contract shall automatically expire without penalty to the LFUCG thirty (30) days after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the LFUCG shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this contract, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations.

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

Contention Process

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

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

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

SELECTION CRITERIA:

See complete criteria beginning on page 20

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

The LFUCG reserves the right to request clarification of any proposal from prospective vendors, or to interview any vendor to further discuss their submitted proposal. The LFUCG further reserves the right to select more than one vendor as a preliminary finalist that will be required to make an oral presentation to the LFUCG. The LFUCG reserves the right to amend its final scoring of the proposals based upon information provided during such a presentation as long as the proposal does not materially differ from the written proposal submitted by the vendor.

Questions shall be submitted via Ion Wave at: https://lexingtonky.ionwave.net

AFFIDAVIT

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

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

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

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

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

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

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

Continued on next page

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

Further, Affiant sayeth naught.

_____

STATE OF _____

COUNTY OF _____

The foregoing instrument was subscribed, sworn to and acknowledged before me by _____ on this the _____ day of _____, 20__.

My Commission expires: _____

_____
NOTARY PUBLIC, STATE AT LARGE

EQUAL OPPORTUNITY AGREEMENT

Standard Title VI Assurance

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

The Law

- Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.

- Section 503 of the Rehabilitation Act of 1973 states:

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

- Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal contracts.

****

The Lexington-Fayette Urban County Government practices Equal Opportunity in recruiting, hiring and promoting. In following this commitment to Equal Employment Opportunity and because the Government is the benefactor of the Federal funds, it is both against the Urban County Government policy and illegal for the Government to let contracts to companies which practice discrimination in their employment practices. Violation of the above mentioned ordinances may cause a contract to be canceled and the contractors may be declared ineligible for future consideration.

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

_____ _____

Signature *Name of Business*

Firm Submitting Proposal: _____

Complete Address: _____
Street City Zip

Contact Name: _____ Title: _____

Telephone Number: _____ Fax Number: _____

Email address: _____

GENERAL PROVISIONS

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

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

2. Failure to submit ALL forms and information required in this RFP may be grounds for disqualification.

3. Addenda: All addenda and IonWave Q&A, if any, shall be considered in making the proposal, and such addenda shall be made a part of this RFP. Before submitting a proposal, it is incumbent upon each proposer to be informed as to whether any addenda have been issued, and the failure to cover in the bid any such addenda may result in disqualification of that proposal.

4. Proposal Reservations: LFUCG reserves the right to reject any or all proposals, to award in whole or part, and to waive minor immaterial defects in proposals. LFUCG may consider any alternative proposal that meets its basic needs.

5. Liability: LFUCG is not responsible for any cost incurred by a Respondent in the preparation of proposals.

6. Changes/Alterations: Respondent may change or withdraw a proposal at any time prior to the opening; however, no oral modifications will be allowed. Only letters, or other formal written requests for modifications or corrections of a previously submitted proposal which is addressed in the same manner as the proposal, and received by LFUCG prior to the scheduled closing time for receipt of proposals, will be accepted. The proposal, when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope which is plainly marked “modifications of proposal”.

7. Clarification of Submittal: LFUCG reserves the right to obtain clarification of any point in a bid or to obtain additional information from a Respondent.

8. Bribery Clause: By his/her signature on the bid, Respondent certifies that no employee of his/hers, any affiliate or Subcontractor, has bribed or attempted to bribe an officer or employee of the LFUCG.

9. Additional Information: While not necessary, the Respondent may include any product brochures, software documentation, sample reports, or other documentation that may assist LFUCG in better understanding and evaluating the Respondent's response. Additional documentation shall not serve as a substitute for other documentation which is required by this RFP to be submitted with the proposal,

10. Ambiguity, Conflict or other Errors in RFP: If a Respondent discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, it shall immediately notify LFUCG of such error in writing and request modification or clarification of the document if allowable by the LFUCG.

11. Agreement to Bid Terms: In submitting this proposal, the Respondent agrees that it has carefully examined the specifications and all provisions relating to the work to be done attached hereto and made part of this proposal. By acceptance of a Contract under this RFP, proposer states that it understands the meaning, intent and requirements of the RFP and agrees to the same. The successful Respondent shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to Respondent shall be authorized for services or expenses reasonably covered under these provisions that the proposer omits from its Proposal.

12. Cancellation: If the services to be performed hereunder by the Respondent are not performed in an acceptable manner to the LFUCG, the LFUCG may cancel this contract for cause by providing written notice to the proposer, giving at least thirty (30) days notice of the proposed cancellation and the reasons for same. During that time period, the proposer may seek to bring the performance of services hereunder to a level that is acceptable to the LFUCG, and the LFUCG may rescind the cancellation if such action is in its best interest.

A. Termination for Cause

(1) LFUCG may terminate a contract because of the contractor's failure to perform its contractual duties

(2) If a contractor is determined to be in default, LFUCG shall notify the contractor of the determination in writing, and may include a specified date by which the contractor shall cure the identified deficiencies. LFUCG may proceed with termination if the contractor fails to cure the deficiencies within the specified time.

(3) A default in performance by a contractor for which a contract may be

terminated shall include, but shall not necessarily be limited to:

(a) Failure to perform the contract according to its terms, conditions and specifications;

(b) Failure to make delivery within the time specified or according to a delivery schedule fixed by the contract;

(c) Late payment or nonpayment of bills for labor, materials, supplies, or equipment furnished in connection with a contract for construction services as evidenced by mechanics' liens filed pursuant to the provisions of KRS Chapter 376, or letters of indebtedness received from creditors by the purchasing agency;

(d) Failure to diligently advance the work under a contract for construction services;

(e) The filing of a bankruptcy petition by or against the contractor; or

(f) Actions that endanger the health, safely or welfare of the LFUCG or its citizens.

B. At Will Termination

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

13. Assignment of Contract: The contractor shall not assign or subcontract any portion of the Contract without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of LFUCG.

14. No Waiver: No failure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by LFUCG in exercising any right, remedy, power or privilege under or in respect of this Contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.

15. Authority to do Business: The Respondent must be a duly organized and authorized to do business under the laws of Kentucky. Respondent must be in good standing and have full legal capacity to provide the services specified under this Contract. The Respondent must have all necessary right and lawful authority to enter into this Contract for the full term hereof and that proper corporate or other

action has been duly taken authorizing the Respondent to enter into this Contract. The Respondent will provide LFUCG with a copy of a corporate resolution authorizing this action and a letter from an attorney confirming that the proposer is authorized to do business in the State of Kentucky if requested. All proposals must be signed by a duly authorized officer, agent or employee of the Respondent.

16. Governing Law: This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this Contract, the Parties agree that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Contract or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.

17. Ability to Meet Obligations: Respondent affirmatively states that there are no actions, suits or proceedings of any kind pending against Respondent or, to the knowledge of the Respondent, threatened against the Respondent before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of Respondent to perform its obligations under this Contract, or which question the legality, validity or enforceability hereof or thereof.

18. Contractor understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Contractor is an independent contractor at all times during the performance of the services specified.

19. If any term or provision of this Contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.

20. Contractor [or Vendor or Vendor's Employees] will not appropriate or make use of the Lexington-Fayette Urban County Government (LFUCG) name or any of its trade or service marks or property (including but not limited to any logo or seal), in any promotion, endorsement, advertisement, testimonial or similar use without the prior written consent of the government. If such consent is granted LFUCG reserves the unilateral right, in its sole discretion, to immediately terminate and revoke such use for any reason whatsoever. Contractor agrees that it shall cease and desist from any unauthorized use immediately upon being notified by LFUCG.

_____ _____

Signature Date

RISK MANAGEMENT PROVISIONS
INSURANCE AND INDEMNIFICATION

INDEMNIFICATION AND HOLD HARMLESS PROVISION

(1) It is understood and agreed by the parties that Contractor hereby assumes the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of Contractor or its employees, agents, servants, owners, principals, licensees, assigns or subcontractors of any tier (hereinafter "CONTRACTOR") under or in connection with this agreement and/or the provision of goods or services and the performance or failure to perform any work required thereby.

(2) CONTRACTOR shall indemnify, save, hold harmless and defend the Lexington-Fayette Urban County Government and its elected and appointed officials, employees, agents, volunteers, and successors in interest (hereinafter "LFUCG") from and against all liability, damages, and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, from or by CONTRACTOR's performance or breach of the agreement and/or the provision of goods or services provided that: (a) it is attributable to personal injury, bodily injury, sickness, or death, or to injury to or destruction of property (including the loss of use resulting therefrom), or to or from the negligent acts, errors or omissions or willful misconduct of the CONTRACTOR; and (b) not caused solely by the active negligence or willful misconduct of LFUCG.

(3) In the event LFUCG is alleged to be liable based upon the above, CONTRACTOR shall defend such allegations and shall bear all costs, fees and expenses of such defense, including but not limited to, all reasonable attorneys' fees and expenses, court costs, and expert witness fees and expenses, using attorneys approved in writing by LFUCG, which approval shall not be unreasonably withheld.

(4) These provisions shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this agreement.

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

(6) Notwithstanding, the foregoing with respect to any professional services performed by CONTRACTOR hereunder (and to the fullest extent permitted by law), CONTRACTOR shall indemnify, save, hold harmless and defend LFUCG from and

against any and all liability, damages and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees, for any damage due to death or injury to any person or injury to any property (including the loss of use resulting therefrom) to the extent arising out of, pertaining to or relating to the negligence, recklessness or willful misconduct of CONTRACTOR in the performance of this agreement.

FINANCIAL RESPONSIBILITY

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

INSURANCE REQUIREMENTS

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

Required Insurance Coverage

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

Coverage	**Limits**
General Liability (Insurance Services Office Form CG 00 01)	$1 million per occurrence, $2 million aggregate or $2 million combined single limit
Worker's Compensation	Statutory
Employer's Liability	$100,000
Professional Liability	$1 million per occurrence
Auto Liability $	$1 million per occurrence

The policies above shall contain the following conditions:

a. All Certificates of Insurance forms used by the insurance carrier shall be properly filed and approved by the Department of Insurance for the Commonwealth of Kentucky (DOI). LFUCG shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy using the Kentucky DOI approved forms.

b. The General Liability Policy shall be primary to any insurance or self-insurance retained by LFUCG.

c. The General Liability Policy shall include Premises and Operations coverage unless it is deemed not to apply by LFUCG.

d. The General Liability Policy shall include Employment Practices Liability coverage or an endorsement in a minimum amount of $1 million unless it is deemed not to apply by LFUCG.

e. The Policy shall include Umbrella/Excess Liability coverage in the amount of $5 million per occurrence, unless it is deemed not to apply by LFUCG.

f. LFUCG shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.

g. Said coverage shall be written by insurers acceptable to LFUCG and shall be in a form acceptable to LFUCG. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

Renewals

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

Deductibles and Self-Insured Programs

IF YOU INTEND TO SUBMIT A SELF-INSURANCE PLAN IT MUST BE FORWARDED TO LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, DIVISION OF RISK MANAGEMENT, 200 EAST MAIN STREET, LEXINGTON, KENTUCKY 40507 NO LATER THAN A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO THE RESPONSE DATE.
Self-insurance programs, deductibles, and self-insured retentions in insurance policies are subject to separate approval by Lexington-Fayette Urban County Government's Division of Risk Management, upon review of evidence of BIDDER/CONTRACTOR's financial capacity to respond to claims. Any such programs or retentions must provide LFUCG with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance coverage

Safety and Loss Control

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

Verification of Coverage

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

Right to Review, Audit and Inspect

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

DEFAULT

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

00548704

Introduction

On July 28th, 2025, Lexington Fayette Urban County Government (LFUCG) received an unsolicited proposal for the potential development of Utility Scale Solar development at Haley Pike Landfill (HPLF). Pursuant to KRS 65.028(17) and KRS 424, LFUCG has provided public notice of the unsolicited proposal and is now initiating a formal Request for Proposal process to receive formal proposals in a uniform format for evaluation.

LFUCG fully understands that the Investment Tax Credit (ITC) is an integral part of the financing model making this project possible. With that in mind, LFUCG intends to proceed quickly, if possible. However, redevelopment of a permitted landfill with closed and permitted cells will require review and approvals by outside entities such as Kentucky Energy and Environmental Cabinet (KEEC), which oversees all permitted and closed landfills.

Due to the accelerated timeframe needed to meet ITC deadlines, LFUCG is fully committed to acting as quickly as possible while ensuring all statutory requirements, reviews, and due diligence are completed.

Background

LFUCG has been researching and exploring the feasibility and restrictions associated with Utility Scale Solar on Haley Pike Landfill since 2020. In 2024, a Phase 1 Desktop Feasibility Study was completed by external subject matter experts. The attached Executive Summary and Study identified that a third party could economically construct a 110 MWdc array on approximately 320 buildable acres. The desktop level study identified several items that would benefit from additional study or development that could impact the final design, operations, and environmental impacts. We recommend a full review of the Desktop Feasibility Study and Executive Summary to best inform your RFP response.

Haley Pike Landfill is approximately 687 acres located primarily in Eastern Fayette County and Clark County. The landfill has two closed and capped cells (Area A closed/capped in early 1980s and Area B closed/capped in 2014) and three permitted but unused cells (Areas H, I, and J). Additionally, LFUCG uses some adjacent land areas for internal operations and leases other areas for operations to external organizations. LFUCG intends to continue operations at HPLF and expects to expand some operations in the near future, as described in Table 1. The anticipated expansion will restrict some areas from solar development, as LFUCG does not have alternative facilities available or appropriate for those activities. These restrictions were considered in the most recent Desktop Feasibility Study.

As a result of LFUCG's Desktop Feasibility Study, LFUCG identified leasable areas for Utility Scale Solar development. Please see diagram PV101 and Table 1 for more detailed information. Note listed acreage is approximate actual acreage may vary.

Assumptions

The following are assumptions for the Utility Scale Solar Project at the Haley Pike Landfill:

- LFUCG will NOT be involved in financing, bonding, or being the guarantor of the project.
- LFUCG will NOT be involved in day-to-day operations or construction of the project.
- LFUCG'S role will be limited to that of the Lessor and the administrator of the Landfill Permit. This WILL include monitoring of any/all activities that occur at Haley Pike Landfill, including any leased areas, to ensure compliance with the lease and all landfill and environmental compliance.
    - Monitoring includes, but is not limited to, the following:
        - Oversight of the leachate collection and treatments system;
        - Groundwater and methane monitoring; and
        - Storm/surface water sampling.
- Any Utility Scale Project should be a Reuse/Repurpose project that provides maximum utilization of the capped landfill cells (Area A & Area B). LFUCG considers this to be a core component of the RFP. LFUCG would prefer a minimum of 25% of the total array be located on these areas (with a target of 33%). The total rate of utilization of closed cells will be a factor in scoring proposals.
- The developer will be responsible for acquiring any easement and Rights-Of-Way (ROW) needed for the project. This includes the CSX/RJ Corman rail line and ROW that bisects the property. LFUCG may assist as necessary and where possible, in its discretion.

Definitions and Abbreviations

Area –refers to one of the designated sub-areas of the Haley Pike Landfill, each designated by a letter as shown on the PV101.

Developer - used interchangeably for the Bidder, Developer, Lessee, and Operator.

DWM – LFUCG Division of Waste Management

EQPW – Lexington Fayette Urban County Government Environmental Quality and Public Works Department

HPLF – Haley Pike Landfill

ITC – Investment Tax Credit
KDWM – Kentucky Division of Waste Management

KEEC – Kentucky Energy and Environmental Cabinet

LFUCG – Lexington Fayette Urban County Government

MWdc – Megawatts Direct Current

PSC or KYPSC – Kentucky Public Service Commission

RFP – This Request for Proposal provided herein

ROW - Rights-Of-Way

USS – Utility Scale Solar

Scope

LFUCG is soliciting proposals from interested and qualified parties for a long-term lease (20-40 years) of a substantial portion of the Haley Pike Landfill for use as a Utility Scale Solar facility. The interested party or Developer should review this RFP and all attached documents in depth. To provide for a quick and accurate review process, it is highly recommended that RFP responses are formatted in a manner that conforms to the scoring criteria outlined below. This ensures that reviewers can locate and evaluate information that will be utilized for scoring the submission during the review process.

This RFP process will utilize the “Best Value” process due to the unique nature of the project proposal. LFUCG will consider multiple factors in selecting the most qualified developer to work with LFUCG for a long-term relationship. The Developer should have sufficient experience and qualifications to demonstrate its ability to complete the project and to continuously operate in a fiscally and environmentally responsible manner. Additionally, this project and subsequent lease must provide economic, social, and educational benefits to the citizens of Fayette County and beyond.

Array configuration and technical component review is a part of this RFP submittal to verify the Developers’ technical understanding and to validate economic assumptions as part of the review process. In order to perform due diligence and to ensure the Developer understands the critical nature of development and construction on a landfill cap and permitted landfill property, sufficient technical information must be provided in the Developer’s RFP response to validate its overall project proposal, technical understanding, and experience.

It is understandable that Developers may not have definitive solutions regarding all relevant information due to the ITC timeline. However, experienced and qualified Developers in a project of this scale are expected to have sufficient expertise to provide preliminary responses that sufficiently address each requested section.

A summary of the information being requested is provided below in the Submission Format Sections of this RFP.

Submission Format Sections – Percent of score

1. **Background and Qualifications Section – 15%**
    a. Company Background and Qualifications of Key Staff of the primary Bidder/Developer. Please limit information to Key Staff that will have a direct role in the development, construction, and operation of the proposed array.
        i. Developer Entities – Company Background and Qualifications of Key Staff of critical partner entities or sub-contractors (if known). Please limit information to Key Staff that will have a direct role in development, construction, and operation of the proposal.
    b. Experience with similar projects
        i. Please provide a detailed summary of at least two solar projects of similar scope and size. Include project references and date of installation.
            1. Projects under KY PSC or Kentucky State Board on Electric Generation and Transmission Siting (Ky Siting Board) authority preferred.
        ii. Please provide a summary of any other relevant projects including size, location, date of installation and other key metrics of the project.
            1. Including, for example, projects with similar environmental considerations and regulations to the project described in this RFP, such as Brownfield projects.
    c. Interconnection & Regulatory Experience
        i. Please provide a list of utilities & regulatory bodies that the Developer has successfully worked with. Provide the size of the associated projects.
        ii. Outline past experience working with KY PSC and the KY Siting Board and experience working with state/local Waste Management divisions or similar regulatory entities for other Brownfield projects.
        iii. If applicable, please provide a list and description of Interconnection Agreements with transmission organizations, such as PJM in the last five years.
2. **Project Configuration and Technical Details – 25%**
    a. PV Array and Equipment
        i. Please provide a schematic level breakdown by area of the proposed Solar Array capacity.

ii. Racking Systems – Provide preliminary proposal of racking systems to be used. Areas A & B must use a ballasted racking system to protect landfill cap.
    1. Spec sheets of proposed racking system may be included, if known.
iii. Provide a brief explanation describing how your design will address and protect the landfill cap in areas A & B for other necessary equipment (mounting of inverters, balance of system equipment, communications equipment)
iv. Provide a brief explanation of how equipment will be transported and staged in a manner that protects the earthen cap in Areas A & B.

b. Storm Water Management & Erosion Control
    i. Utility Scale Solar arrays meet the definition of Impervious Surface (LFUCG Code of Ordinances Chapter 16, Art. XIV, Sec.16-402). Please provide a preliminary plan for compliance with this ordinance and ensure the applicable Water Quality Management Fee is included and listed separately from any projected lease payment in Section 3 Financial Summary.
    ii. Additionally, erosion control, especially at the panel drip line has the potential to create erosion and infiltration issues. Please provide a preliminary plan for addressing these issues.
c. Vegetation Management
    i. Please provide a preliminary plan for addressing vegetation management. If the process will be different for the closed cell vs other areas, please address both.
d. Site Access Control
    i. LFUCG and multiple contract operators will continue to have active operations at the HPLF facility. As such, please address any proposed improvements you would need to make to restrict or prevent access to your leased areas and operations to all parties other than LFUCG. LFUCG will need routine access for landfill permit compliance activities.
        1. Also address how you would control access from the Railroad ROW.
e. PSC Approval and Interconnection to grid.
    i. Responsibility for all PSC and/or KY Siting Board approvals, Interconnection Agreements, permits, inspections, and compliance with operations of Utility Scale Solar and a Qualified Facility rest solely on the Developer.
f. Post Construction Monitoring & Safety Measures

i. Briefly outline how the PV system will be monitored post construction and identify Key Staff that will be responsible for monitoring the PV system. Specify describe how electrical hazards (arc faults, etc.) are recognized & flagged by the monitoring system.

g. Describe the PV system's immediate response to electrical hazards (arc faults, etc.) and the Developer's process for addressing and fixing these issues.
h. Overall project timeline from bidding to full development with critical milestones.
i. Operations and Maintenance Plan – Please provide a brief outline of quantitative metrics that could be incorporated into the lease to ensure Operations and Maintenance are being maintained at a high level. Developer must be committed to maintaining and maximizing renewable energy production at the site.
    i. Operation and Maintenance levels will be tied to a required performance bond to ensure Fayette County residents' interests are being met. Specific criteria will be determined during the negotiation phase, but Developers are encouraged to propose a metric as part of their submission.
j. Decommissioning Plan – Please provide a brief description of your proposed decommissioning plan, include timelines, list of infrastructure to be removed, exemptions, and disposal or recycling plans for panels and other components.

3. Financial Summary – 45%

a. Provide a general description of the financial model to be utilized for construction and operation. Provide an estimated annual project of lease payment to LFUCG either a gross payment or per acre lease rate.
    i. Please note that PILOT or "Payment in lieu of taxes" may not be applicable for this project due to LFUCG's ownership and non-tax status of the subject property. LFUCG is not interested in owning or operating the solar facility.
    ii. Total Lifecycle cost from development to post decommissioning restoration must be included for review.
        1. Decommissioning cost MUST be reflected in the lifecycle financial model.
    iii. NOTE – LFUCG will be utilizing a **total lifecycle cost to LFUCG** that incorporates revenue, expense, deferred expense, and extended expenses when calculating the total lifecycle project cost/benefit to LFUCG for each proposal. This figure will be critical in calculating the final score and evaluations of each proposal.
b. Quantify the economic impacts to Lexington-Fayette County regarding the following categories:

i. Employment utilizing local companies and labor in both short term (Construction/Development) and long term (Operations).
ii. Availability and direct impacts of local generation of renewable energy with an emphasis on benefiting Fayette County residents and businesses.
1. In an effort to meet LFUCG's renewable energy goals and objectives, LFUCG may choose to include terms in any agreement requiring participation in current or future Sleeved Power Purchase Agreements or Green Tariffs, as applicable, at terms equal to any other entity contracting for power under like arrangements.

c. The Developer will be required to provide a performance bond in the amount of $750,000 as part of the execution of the contract. The bonding shall be continuous for the term of the lease. This bond shall be in addition to any decommissioning bond required by the Ky PSC or the Ky Siting Board.
d. Renewable Energy Credits – Please note in the financial summary how Renewable Energy Credits will be handled in the financial model including anticipated income and model terms.
i. LFUCG reserves the right to negotiate for a portion of the RECs as part of the lease compensation package.
e. Lease Terms - 20-year minimum initial term with 5-year renewal periods after the initial term.
i. Lease will only include those areas specifically agreed to during the negotiation process. LFUCG will continue to operate in the areas noted in Table 1.
f. Confidential financial information – Anything not specifically marked as confidential may be subject to release, as required by the Kentucky Open Records Act.
g. LFUCG reserves the right to later request the names of any potential offtakers of the electricity generated under a confidentiality agreement.

4. Environmental Compliance Haley Pike Landfill – 10%

a. As the owner, operator, and permit holder for the Haley Pike Landfill, LFUCG will remain responsible for overall compliance. The Developer will be responsible for all actions, activities, and results of its activities and operations on the leased facility. LFUCG will work closely with the Developer to obtain all required approvals for permit modifications or any other required regulatory approvals from Kentucky Energy and Environmental Cabinet (KEEC) and KDWM. The Developer shall be responsible for any and all required costs associated with approvals or required modification, inspections, or additional

compliance measures required or recommended by KEEC or KDWM for operation of USS at Haley Pike Landfill. Please ensure your proposal addresses your understanding of the requirements for redevelopment on a landfill and note any staff or contractors that you propose to utilize for compliance.

b. Please ensure your proposal addresses your understanding of ITC timelines, if utilizing these credits. As this project involves a permitted landfill, approval from the KDWM is required. The Developer should summarize its understanding of KDWM requirements for minor or major modifications to the existing Solid Waste Permit and to make sure those requirements are reflected on the project timeline included with this submittal.

c. LFUCG will continue with Methane monitoring and Leachate management on leased areas. The Developer must ensure their activities do not impact or interfere with either activity.

d.

5. Social and Educational Impacts and Initiatives 5%

a. Imagine Lexington: 2045 Comprehensive Plan sets a communitywide net zero greenhouse gas emissions goal by 2050. This project represents a tremendous opportunity for LFUCG to strive towards that goal. Additionally, LFUCG has a Sustainability Program and Environmental Education Program to actively engage the public. Please provide an example of your past participation in community Social and Educational programs.

b. Please provide a brief description of any potential Social or Educational programs or opportunities that you may undertake as a part of this proposal.

Request for Proposal Scoring

Section	Percent
Background and Qualifications	15
Project Configuration and Technical Details	25
Financial Summary	45
Environmental Compliance	10
Social and Educational Initiatives	5

Table 1 - Area Breakdown

Area	Name/Use	Approximate Acreage	Note
A	Closed Cell	53	Required to be used for PV Array Lease
B	Closed Cell	105	Required to be used for PV Array Lease
C	Unused	39	Available for PV Array Lease

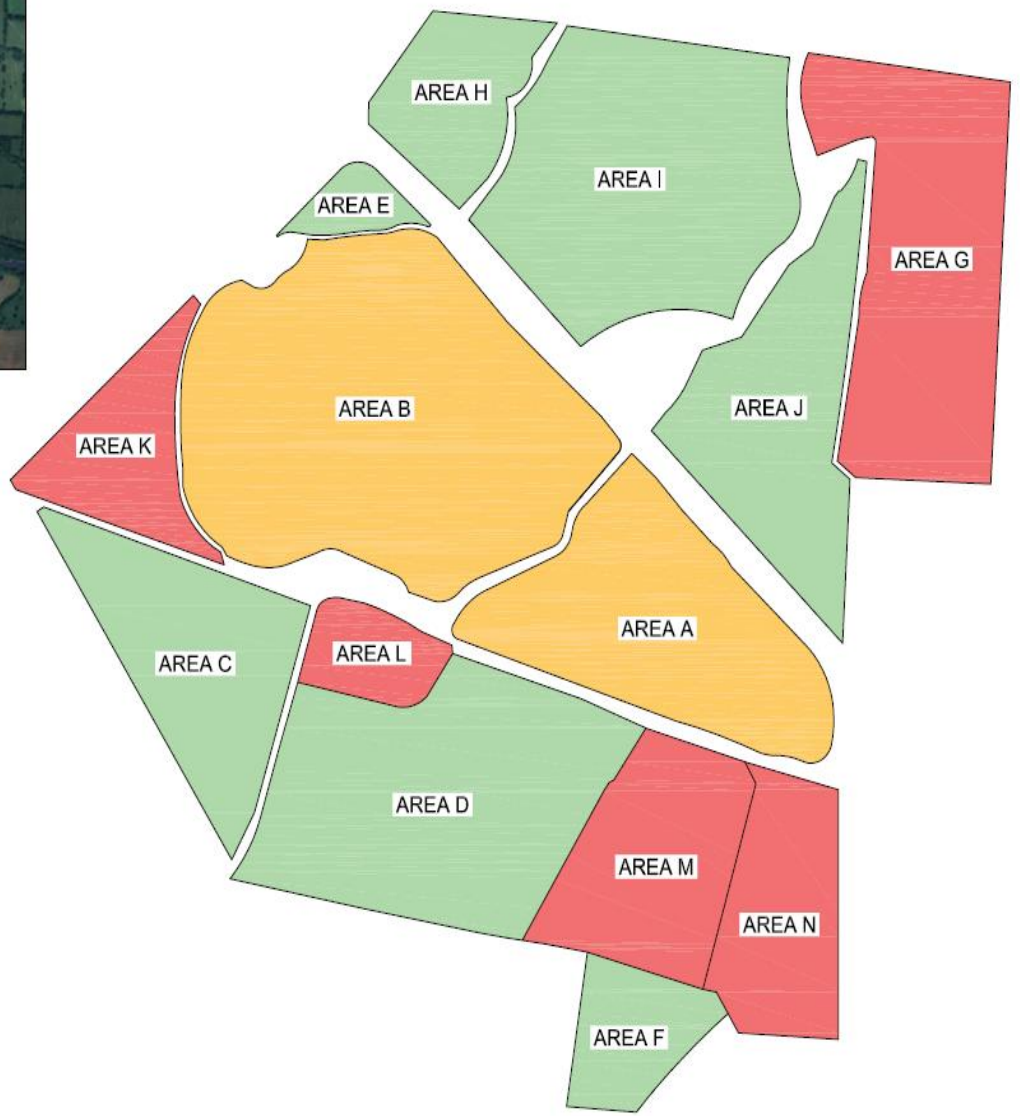
D	Leased - Model Airplane Club*	68	Available for PV Array Lease *LFUCG will be expanding operations in area L. This will reduce the available acreage in area D by 5 -10 acres
E	Unused	6	Available for PV Array Lease
F	Unused*	15	*LFUCG will be expanding operations that will most likely incorporate this area.
G	LFUCG Spray field	59	This area is currently used for LFUCG spray fields. It would only be available for PV Array Lease if the cost to relocate those operations is borne solely by the Developer.
H	Permitted unused cell	20	Available for PV Array Lease
I	Permitted unused cell	69	Available for PV Array Lease
J	Permitted unused cell	42	Available for PV Array Lease
K	Wetland/Leachate System	20	LFUCG Operations - Not available for Lease
L	Scale House - LFUCG Operations	11	LFUCG Operations - Not available for Lease
M	Leased - Creech	32	Leased - Not available for Lease
N	LFUCG Mulch - Contractor operated	26	LFUCG Operations - Not available for Lease

LEGEND

- 90% Usable Land for PV
- 50% Usable Land for PV
- 0% Usable Land for PV

AREA DESCRIPTION

A	Closed Landfill
B	Closed Landfill
C	Vacant Land
D	Leased Area for Model Airplane Club
E	Vacant Land
F	Vacant Land
G	Irrigation Field
H	Permitted Future Landfill
I	Permitted Future Landfill
J	Permitted Future Landfill
K	Wetland Treatment System
L	LFUCG Operational Area
M	Creech Services
N	LFUCG Mulch Area



CMTA

PRELIMINARY DESIGN

Haley Pike Landfill
4216 Hedger Lane
Lexington, KY 40516

Area Key

REVISIONS

PV101

SOCIAL IMPACT SOLAR℠

EDELEN RENEWABLES
Social Impact Solar℠

A Proposal to Lexington-Fayette Urban County Government to deliver Haley Pike Solar Project

Submission in Response to Request for Proposals

RFP Number: 35-2025

RFP Title: Haley Pike Solar Lease

Applicant: Social Impact Solar LLC,
a platform of Edelen Renewables

Contact: Adam Edelen, Manager, Social Impact Solar LLC

Founder & CEO, Edelen Renewables

adam@edelenrenewables.com | 859-977-6267

AFFIDAVIT

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

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

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

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

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

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

6. Proposer has not knowingly violated any provision of Chapter 25 of the

Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."

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

CONTINUED ON NEXT PAGE

Further, Affiant sayeth naught.

STATE OF KENTUCKY

COUNTY OF FAYETTE

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

by Adam Edelen on this the 22nd day of September, 2025.

My Commission expires: Sept 27, 2027

NOTARY PUBLIC, STATE AT LARGE
KYNP 79826

EQUAL OPPORTUNITY AGREEMENT

Standard Title VI Assurance

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

The Law

- Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.
- Section 503 of the Rehabilitation Act of 1973 states: *The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap.*
- Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal contracts.

****

The Lexington-Fayette Urban County Government practices Equal Opportunity in recruiting, hiring and promoting. In following this commitment to Equal Employment Opportunity and because the Government is the benefactor of the Federal funds, it is both against the Urban County Government policy and illegal for the Government to let contracts to companies which practice discrimination in their employment practices. Violation of the above mentioned ordinances may cause a contract to be canceled and the contractors may be declared ineligible for future consideration.

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

Signature

Social Impact Solar, LLC
Name of Business

Firm Submitting Proposal:	Social Impact Solar, LLC A platform entity of Edelen Renewables
Complete Address:	175 E. Main Street, Ste 300 Lexington, KY 40507
Contact Name:	Adam Edelen
Title:	Manager
Telephone Number:	859-977-6267
Fax Number:	859-788-3240
Email Address	adam@edelenrenewables.com

GENERAL PROVISIONS

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

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

2. Failure to submit ALL forms and information required in this RFP may be grounds for disqualification.

3. Addenda: All addenda and IonWave Q&A, if any, shall be considered in making the proposal, and such addenda shall be made a part of this RFP. Before submitting a proposal, it is incumbent upon each proposer to be informed as to whether any addenda have been issued, and the failure to cover in the bid any such addenda may result in disqualification of that proposal.

4. Proposal Reservations: LFUCG reserves the right to reject any or all proposals, to award in whole or part, and to waive minor immaterial defects in proposals. LFUCG may consider any alternative proposal that meets its basic needs.

5. Liability: LFUCG is not responsible for any cost incurred by a Respondent in the preparation of proposals.

6. Changes/Alterations: Respondent may change or withdraw a proposal at any time prior to the opening; however, no oral modifications will be allowed. Only letters, or other formal written requests for modifications or corrections of a previously submitted proposal which is addressed in the same manner as the proposal, and received by LFUCG prior to the scheduled closing time for receipt of proposals, will be accepted. The proposal, when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope which is plainly marked "modifications of proposal".

7. Clarification of Submittal: LFUCG reserves the right to obtain clarification of any point in a bid or to obtain additional information from a Respondent.

8. Bribery Clause: By his/her signature on the bid, Respondent certifies that no employee of his/hers, any affiliate or Subcontractor, has bribed or attempted to bribe an officer or employee of the LFUCG.

9. Additional Information: While not necessary, the Respondent may include any product brochures, software documentation, sample reports, or other documentation that may assist LFUCG in better understanding and evaluating the Respondent's response. Additional documentation shall not serve as a substitute for other documentation which is required by this RFP to be submitted with the proposal,

10. Ambiguity, Conflict or other Errors in RFP: If a Respondent discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, it shall immediately notify LFUCG of such error in writing and request modification or clarification of the document if allowable by the LFUCG.

11. Agreement to Bid Terms: In submitting this proposal, the Respondent agrees that it has carefully examined the specifications and all provisions relating to the work to be done attached hereto and made part of this proposal. By acceptance of a Contract under this RFP, proposer states that it understands the meaning, intent and requirements of the RFP and agrees to the same. The successful Respondent shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to Respondent shall be authorized for services or expenses reasonably covered under these provisions that the proposer omits from its Proposal.

12. Cancellation: If the services to be performed hereunder by the Respondent are not performed in an acceptable manner to the LFUCG, the LFUCG may cancel this contract for cause by providing written notice to the proposer, giving at least thirty (30) days notice of the proposed cancellation and the reasons for same. During that time period, the proposer may seek to bring the performance of services hereunder to a level that is acceptable to the LFUCG, and the LFUCG may rescind the cancellation if such action is in its best interest.

Termination for Cause

(1) LFUCG may terminate a contract because of the contractor's failure to perform its contractual duties

(2) If a contractor is determined to be in default, LFUCG shall notify the contractor of the determination in writing, and may include a specified date by which the contractor shall cure the identified deficiencies. LFUCG may proceed with termination if the contractor fails to cure the deficiencies within the specified time.

(3) A default in performance by a contractor for which a contract may be terminated shall include, but shall not necessarily be limited to:

(a) Failure to perform the contract according to its terms, conditions and specifications;

(b) Failure to make delivery within the time specified or according to a delivery schedule fixed by the contract;

(c) Late payment or nonpayment of bills for labor, materials, supplies, or equipment furnished in connection with a contract for construction services as evidenced by mechanics' liens filed pursuant to the provisions of KRS Chapter 376, or letters of indebtedness received from creditors by the purchasing agency;

(d) Failure to diligently advance the work under a contract for construction services;

(e) The filing of a bankruptcy petition by or against the contractor; or

(f) Actions that endanger the health, safely or welfare of the LFUCG or its citizens.

B. At Will Termination

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

13. Assignment of Contract: The contractor shall not assign or subcontract any portion of the Contract without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of LFUCG.

14. No Waiver: No failure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by LFUCG in exercising any right, remedy, power or privilege under or in respect of this Contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.

15. Authority to do Business: The Respondent must be a duly organized and authorized to do business under the laws of Kentucky. Respondent must be in good standing and have full legal capacity to provide the services specified under this Contract. The Respondent must have all necessary right and lawful authority to enter into this Contract for the full term hereof and that proper corporate or other action has been duly taken authorizing the Respondent to enter into this Contract. The Respondent will provide LFUCG with a copy

of a corporate resolution authorizing this action and a letter from an attorney confirming that the proposer is authorized to do business in the State of Kentucky if requested. All proposals must be signed by a duly authorized officer, agent or employee of the Respondent.

16. Governing Law: This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this Contract, the Parties agree that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Contract or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.

17. Ability to Meet Obligations: Respondent affirmatively states that there are no actions, suits or proceedings of any kind pending against Respondent or, to the knowledge of the Respondent, threatened against the Respondent before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of Respondent to perform its obligations under this Contract, or which question the legality, validity or enforceability hereof or thereof.

18. Contractor understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Contractor is an independent contractor at all times during the performance of the services specified.

19. If any term or provision of this Contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.

20. Contractor [or Vendor or Vendor's Employees] will not appropriate or make use of the Lexington-Fayette Urban County Government (LFUCG) name or any of its trade or service marks or property (including but not limited to any logo or seal), in any promotion, endorsement, advertisement, testimonial or similar use without the prior written consent of the government. If such consent is granted LFUCG reserves the unilateral right, in its sole discretion, to immediately terminate and revoke such use for any reason whatsoever. Contractor agrees that it shall cease and desist from any unauthorized use immediately upon being notified by LFUCG.

Signature

22 Sept 25

Date

RISK MANAGEMENT PROVISIONS
INSURANCE AND INDEMNIFICATION

INDEMNIFICATION AND HOLD HARMLESS PROVISION

It is understood and agreed by the parties that Contractor hereby assumes the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of Contractor or its employees, agents, servants, owners, principals, licensees, assigns or subcontractors of any tier (hereinafter "CONTRACTOR") under or in connection with this agreement and/or the provision of goods or services and the performance or failure to perform any work required thereby.

CONTRACTOR shall indemnify, save, hold harmless and defend the Lexington-Fayette Urban County Government and its elected and appointed officials, employees, agents, volunteers, and successors in interest (hereinafter "LFUCG") from and against all liability, damages, and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, from or by CONTRACTOR's performance or breach of the agreement and/or the provision of goods or services provided that: (a) it is attributable to personal injury, bodily injury, sickness, or death, or to injury to or destruction of property (including the loss of use resulting therefrom), or to or from the negligent acts, errors or omissions or willful misconduct of the CONTRACTOR; and (b) not caused solely by the active negligence or willful misconduct of LFUCG.

In the event LFUCG is alleged to be liable based upon the above, CONTRACTOR shall defend such allegations and shall bear all costs, fees and expenses of such defense, including but not limited to, all reasonable attorneys' fees and expenses, court costs, and expert witness fees and expenses, using attorneys approved in writing by LFUCG, which approval shall not be unreasonably withheld.

These provisions shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this agreement.

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

Notwithstanding, the foregoing with respect to any professional services performed by CONTRACTOR hereunder (and to the fullest extent permitted by law), CONTRACTOR shall indemnify, save, hold harmless and defend LFUCG from and against any and all liability, damages and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees, for any damage due to death or injury to any person or injury to any property (including the loss of use resulting therefrom) to the extent arising out of, pertaining to or relating to the negligence, recklessness or willful misconduct of CONTRACTOR in the performance of this agreement.

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Appendices

Appendix A: Tracker Spec Sheet #1: GameChange Genius Tracker 1P

Appendix B: Fixed Rack Spec Sheet #2: GameChange Pour-in-Place Ballasted Ground System

Appendix C: Fixed Rack: GameChange Pour-in-Place Ballasted Ground System Diagram

Appendix D: Inverter Spec Sheet: SMA Medium Voltage Power Station

Appendix E: Landfill cap transportation and laydown protective measures (examples)

Appendix F: Water Quality Management Fee Calculations

1. Background and Qualifications

Company Background

Edelen Strategic Ventures LLC, dba Edelen Renewables, was established in 2016 with headquarters in Lexington, Kentucky. Since then, the firm has opened satellite offices in downtown Hazard, Kentucky and Water Valley, Mississippi.

In 2024, Edelen Renewables (ER) introduced Social Impact Solar LLC (SIS), a platform entity to host new project development efforts. All projects are staffed by the Edelen Renewables team and our partners. ER and SIS have a management agreement in place, and Edelen Strategic Ventures LLC (dba Edelen Renewables) holds the majority ownership of Social Impact Solar LLC. The remainder of the SIS LLC investors have no voting rights or decision-making authority; they only have an economic interest. This application by **Edelen Renewables and Social Impact Solar LLC ("ER/SIS")** is submitted under the authority of the described management structure.

Edelen Renewables/Social Impact Solar LLC (ER/SIS) is the only solar development firm in America with a sole focus on socially impactful projects that provide the triple-bottom line return of meeting the climate challenge, driving economic transition in forgotten communities, and creating legacy impact for offtakers and communities alike.

Spanning Appalachia to Nations, Tribes, and Pueblos, ER/SIS is bringing the promise of renewable energy to the forgotten places, where coalminers and oil and gas workers powered the industrial development of America for a century. Squaring that deal – putting displaced energy workers back to work in a new, greener economy – is our passion. And our business. Our growing portfolio prioritizes brownfield redevelopment to target energy facility development on areas previously disturbed and to create new value from often stranded assets.

From land acquisition, facilitating public engagement and incentives, and shepherding projects through regulatory processes, to securing corporate offtake agreements (e.g., virtual power purchase agreements), we utilize a "boots-on-the-ground" approach to produce results for communities across America.

Key Staff

Adam Edelen, Founder and CEO of Edelen Renewables – and Manager of Social Impact Solar LLC – is a proven leader in public service and renewable energy. At Edelen Renewables, he pioneers renewable energy projects that create economic opportunity

in energy communities. A former Kentucky elected official, he's known for bipartisan, results-driven leadership and a commitment to social impact.

David Absher, Chief Development Officer at Edelen Renewables, brings decades of leadership in sustainability and innovation from his career at Toyota. A native of Eastern Kentucky, he led major environmental initiatives, including Toyota's Environmental Challenge 2050. He also led the renewable energy programs for Toyota Motor North America. At Edelen Renewables, he oversees Design Solutions, helping partners meet energy and economic goals through community-focused renewable energy strategies.

Amy Samples, Chief Operating Officer of Edelen Renewables, has two decades of experience in organizational management. She first joined Edelen Renewables in 2023 as Chief of Staff, and she continues to support the team to advance the social impact mission.

Tim Hennessy, Chief Engineer, has a diverse background as a senior executive and leader of technology and energy service companies. He is both a technical expert and solutions innovator, pioneering advanced energy solutions and products for multinational corporations and early-stage companies.

Lee Ullman, Director of Structured Finance at Edelen Renewables, is an experienced attorney and entrepreneur with a background in real estate and renewable energy. Since 2009, he has led over 40 energy partnerships and structured more than $1 billion in projects across solar, natural gas, carbon sequestration, and EV infrastructure.

Brad Clark, Vice President of Social Impact, is a twenty-year educator, workforce development, and economic development leader. Brad has demonstrated expertise in designing and implementing multi-stakeholder community engagement models that increase local employment and workforce outcomes, develop community benefit programs, and maximize economic and social impact at the local level.

Haley Pike Solar Project Core Team

Edelen Renewables/Social Impact Solar LLC (ER/SIS) proposes to deliver the **Haley Pike Solar Project (HPSP**) as a **67.4 MW DC renewable energy facility** at the city LFUCG-owned landfill. Design and delivery of the renewable energy generation system and the day-to-day project management will be overseen by David Absher, Chief Development Officer with design guidance by Tim Hennessy, Chief Engineer. Adam Edelen, Chief Executive Officer, and Amy Samples, Chief Operating Officer, will track and manage overall project progress and collaboration with Lexington-Fayette Urban County Government (LFUCG). Brad Clark, Vice President of Social Impact will be the

liaison for social programs. Lee Ullman, Director of Structured Finance will oversee the establishment of bonds and project finance.

Through a competitive request for proposals, an engineering, procurement, and construction (EPC) firm will be selected to deliver the project. The EPC's assigned Project Manager will be a critical member of the core team. A short-list of competitive and regional EPC firms is in place and the RFP will be circulated for open review. A representative from Lexington-Fayette Urban County Government (LFUCG) will be invited to participate regularly in project meetings. Representatives from regulatory agencies with jurisdiction over the landfill property and its use will be engaged, as per the plans outlined below. This will include the Kentucky Energy and Environmental Cabinet (KEEC), Kentucky Division of Waste Management (KDWM), LFUCG Environmental Quality & Public Works (EQPW), LFUCG Planning Commission, LFUCG Division of Environmental Services. ER/SIS will also present the HPSP to the Kentucky Public Service Commission (PSC) and Kentucky Siting Board for review and approval.

Experience with Similar Projects

Social Impact Solar LLC, a platform entity of Edelen Strategic Ventures LLC (dba Edelen Renewables), has completed or is developing the following selected projects:

- Martin County Solar Project is located on a 2,541-acre site in Martin County, Kentucky. In Phase 1 solar installation being constructed on the former Martiki Coal Mine site near the border of West Virginia and Kentucky.
    - Capacity: Phase 1: 200 MW_{AC} (additional phase in consideration)
    - Type: Brownfield, coal-to-solar
    - ER Role: Origination, Developer Services (support for permitting, negotiation of Industrial Revenue Bond, local engagement, etc.)
      Development partner: Savion
    - Regulatory Landscape: Hearings with Kentucky Public Service Commission, State Siting Board, collaboration with KY Division of Mine Reclamation and Enforcement, KY Economic Development Finance Authority
    - Commercial Operation Date: December 2024 (Phase 1)

- Starfire Solar Project (Perry, Knott, Breathitt Counties, Kentucky)
    - Capacity: 200-400 MW_{AC} (Phase 1-2; Phases 3-4 proposed for a total of 800 MW)
    - Type: Brownfield, coal-to-solar

- ER Role: Origination, Developer Services (support for permitting, negotiation of Industrial Revenue Bond, local engagement, etc.)
  Development partner: BrightNight
- Regulatory Landscape: Hearings with Kentucky Public Service Commission, State Siting Board, collaboration with KY Division of Mine Reclamation and Enforcement, KY Economic Development Finance Authority
- Commercial Operation Date: TBD, start of construction by June 30, 2026. COD by Q4 2030

- Bright Mountain Solar Project (Perry County, KY)
  - Capacity: 80 MW_{AC}
  - Type: Brownfield, coal-to-solar
  - Regulatory Landscape:
  - ER role: Origination, Developer Services (support for permitting, negotiation of Industrial Revenue Bond, local engagement, etc.). Development partner: Avangrid
  - Regulatory Landscape: Hearings with Kentucky Public Service Commission, State Siting Board, collaboration with KY Division of Mine Reclamation and Enforcement, KY Economic Development Finance Authority
  - Commercial Operation Date: TBD, start of construction by Q1 2026. COD by Q2 2027

- Paradise Solar Project (Muhlenberg County, KY)
  - Capacity: 80 MW_{AC}
  - Type: Brownfield, coal-to-solar
  - ER role: Origination, Developer Services (support for permitting, negotiation of Industrial Revenue Bond, local engagement, etc.), co-developer
  - Development partner: Established, not yet publicly announced
  - Regulatory Landscape: Hearings with Kentucky Public Service Commission, State Siting Board, collaboration with KY Division of Mine Reclamation and Enforcement, KY Economic Development Finance Authority
  - Commercial Operation Date: TBD, COD anticipated Q4 2027
  - Project webpage: www.paradisesolarproject.com

- ER/SIS partners with American Farmland Trust and Reactivate on the Farmers Powering Communities initiative to site community solar projects using Smart Solar^{SM} principles
  - In New York and Illinois, three 6.25 MW solar development projects are underway, with land control and queue positions secured. Four additional

projects have lease options in negotiation. An additional 18 projects are in the queue at the vetting stage of feasibility assessment.
    - Smart SolarSM principles, developed by American Farmland Trust, are used to guide solar projects to meet three main, equally important goals: (1) safeguarding land well-suited for farming and ranching, (2) strengthening farm viability, and (3) accelerating solar energy development.
    - Webpage: fpc.community

- Prior to joining ER, David Absher, Chief Development Officer, was with Toyota for 37 years and has oversaw the development of projects in the small to utility scale range.
    - Toyota Motor North America headquarters, Plano, TX
        - Size of project: 8.9 MW_{AC}
        - Long span mount atop parking garages. No storage. Used on site & exported through ERCOT. Time of Build: 2016
    - Toyota Motor North America, Virtual Power Purchase Agreement (VPPA) and Direct Power Purchase Agreement Projects
        - Size of Projects: 981 MW_{AC}
        - Multiple locations, including KY, WV, AL, MS, TX, MI, CA.
        - Time of Build: 2016 through 2025

- Tim Hennessy, Chief Engineer, has extensive experience developing federal government related Build America, Buy America (BABA) projects, including:
    - Project located on Arizona/New Mexico border
        - PV+BESS 543MWp and 1100MWH connected at 345kV via a ringbus configuration
        - Project build - 2005/6/7
        - Yield - 2080kWh/kWp
        - Project objective was to firm up using a 16hour strip, the PV energy at a 400MW_{AC} POI

ER/SIS will bring lessons learned and best practices from these projects forward to serve as a strong, local partner to LFUCG, exhibiting a shared premium placed on being a good business partner within our shared community.

Interconnection & Regulatory Experience

As a successful originator and development services provider, the ER/SIS core team has experience with a range of utilities and regulatory bodies, including permitting and the

negotiation of interconnection agreements. Project team has advanced renewables energy projects in the following markets:

- Louisville Gas & Electric – Kentucky Utilities (LG&E-KU)
    - Originated and advancing the Paradise Solar Project (113 MW_{DC} solar in Muhlenberg County, KY)
    - Status: interconnection agreement pending with Kentucky Utilities, full permitting process underway on reclaimed coal mine site
- Tennessee Valley Authority (TVA)
    - Developed 52 MW_{DC} solar project (David Absher)
- PJM Interconnection (PJM)
    - Originated Martin County Solar Project (250 MW_{DC} solar in Kentucky)
    - Developed Black Rock Wind (52 MW_{DC} wind in West Virginia; David Absher)
- MISO:
    - Developed Wildflower Solar (110 MW_{DC} solar in Mississippi; David Absher)
- Southern California Edison (SCE)
    - Advanced BESS project with PV in California (Tim Hennessy)
- Tucson Electric Power (TEP)
    - Advanced PV and BESS in Arizona and New Mexico (Tim Hennessy)
- Tri-State Utilities
    - Advanced Multiple PV projects in Georgia (Tim Hennessy)

Edelen Renewables and Social Impact Solar LLC (ER/SIS) are familiar with navigating the Kentucky Public Service Commission (PSC) and Kentucky Siting Board to gain required approvals for renewable energy projects. This includes establishing industrial revenue bonds and payment in lieu of tax (PILOT) mechanisms to create local economic value.

Successfully Permitted Kentucky Projects (Edelen-contracted portion):

- Martin County Solar Project. 200MW. Local government support secured. State Siting Board approved. Negotiated and executed IRB/PILOT.
- Blue Moon Solar Project. Harrison County. 125MW. Local government support secured. Planning and Zoning approved. State Siting Board Approved. Negotiated and executed IRB/PILOT.
- Bright Mountain Solar Project. Perry County. 85MW. State Siting Board approved. Negotiated and executed IRB/PILOT.
- Stonefield Solar Project. Hardin County. 100MW. Planning and Zoning approved. (Edelen not contracted at present for State Siting Board or IRB/PILOT). Project pending in litigation at present.

- Starfire Solar Project. 200-800MW. Breathitt, Knott, Perry Counties. Local government support secured. State Siting Board approval and IRB/PILOT approved.

Navigating Regulatory Processes

Additionally, the ER/SIS team has navigated the permit and evaluation processes of developing on a landfill. David Absher, Chief Development Officer, has direct experience with navigating development on landfill property, having initiated and managed a landfill gas recovery and power generation system as well as power distribution and delivery system through a 7.5 mile right of way at the Scott County Landfill in Kentucky.

Additional information on the HPSP approach to regulatory compliance is included in the Interconnection and Environmental Compliance sections below.

2. Project Configuration and Technical Details

Photovoltaic Array

ER/SIS proposes a **67.4 MW DC** project installed at the site as indicated in the basic proposed layout shown. The layout may change as the project progresses and changes are made to the final design

The indicative project design is contingent upon final capacity available on the selected utility lines and systems. Any revisions to the indicative project will require remodeling of the design and financial models. The indicative design for the project is based on an effort to optimize the overall utilization of the space available, including targeting a high utilization rate of the closed cell areas.

Schematic

The Haley Pike Landfill is approximately 687 acres located primarily in Eastern Fayette County and Clark County. The landfill has two closed and capped cells (Area A closed/capped in early 1980s and Area B closed/capped in 2014) and three permitted but unused cells (Areas H, I, and J).

ER/SIS understands that several areas are not available for use and has proposed a site layout to reflect the specifications of the available area.

This project is a **reuse/repurpose project** aiming to provide maximum utilization of the capped landfill cells (Area A & Area B), and an optimized solution for the landfill areas overall. ER/SIS has proposed an indicative layout that places **34.45% of the total array on**

capped landfill Area A and Area B. This signals directly to LFUCG's request for a 25-33% utilization rate of the capped area.

Our analysis shows this utilization is the maximum capacity for the closed cell landfill footprint (Areas A & B). Further study will determine the final ratio of arrays to be placed on the capped and other areas, based on financial outcomes and evaluations that consider yield, capital cost, available tariffs, and current offtake markets available.

Any factor that changes design based on utility system capacity, KEEC/KDWM input regarding design restrictions on the landfill, or other factors as they become known, may affect final design and percentage of capped area used.

The ER/SIS proposal for the Haley Pike Solar Project will utilize Areas A, B, C, D, E, H, I, and J. No activities are planned for Area F, G, K, L, M, or N.

A series of tables and images is provided to further illustrate the HPSP commitment to clarity and compliance.

Table A: HPSP Area Breakdown table to crosswalk known areas to proposed for utilization.

Haley Pike Solar Project Area Breakdown – Annotated for Proposed HPSP Purpose				
Area	**Name/Use**	**Approx. Acres**	**Note**	**Proposed Usage for HPSP**
A	Closed Cell	53	Required to be used for PV Array Lease	Area A: 53 of 53 used for solar
B	Closed Cell	105	Required to be used for PV Array Lease	Area B: 70 of 105 used for solar
C	Unused	39	Available for PV Array Lease	Area C: 39 of 39 used for solar and array substation
D	Leased - Model Airplane Club*	68	Available for PV Array Lease *LFUCG will be expanding operations in area L. This will reduce the available acreage in area D by 5 -10 acres	Area D: 58 of 68 used for solar (utilization acknowledges reduced availability)
E	Unused	6	Available for PV Array Lease	Area E: 6 of 6 acres used for solar
F	Unused*	15	*LFUCG will be expanding operations that will most likely incorporate this area.	Area F: 0 of 15 acres used for solar to allow for LFUCG future use
G	LFUCG Spray field	59	This area is currently used for LFUCG spray fields. Only available for PV if the cost to relocate those operations is borne solely by the Developer.	Area G: 0 of 59 acres used for solar
H	Permitted unused cell	20	Available for PV Array Lease	Area H: 20 of 20 acres used for solar
I	Permitted unused cell	69	Available for PV Array Lease	Area I: 69 of 69 acres used for solar
J	Permitted unused cell	42	Available for PV Array Lease	Area J: 42 of 42 acres used for solar
K	Wetland/Leach ate System	20	LFUCG Operations - Not available for Lease	Area K: 0 of 20 acres used for solar
L	Scale House - LFUCG Operations	11	LFUCG Operations - Not available for Lease	Area L: 0 of 11 acres used for solar
M	Leased - Creech	32	Leased - Not available for Lease	Area M: 0 of 32 acres used for solar
N	LFUCG Mulch - Contractor operated	26	LFUCG Operations - Not available for Lease	Area N: 0 of 6 acres used for solar
O	Right of Way	21.5	Proposed ER/SIS-negotiated Right of Way (ROW #1: 20 acres, ROW #2: 1.5 acres)	Area O 21.5 acres used for ROW

Table B: Utilization Rate for Landfill Cap Areas A and B, yielding an overall 34.45% utilization rate for reuse of the capped landfill. (Calculation: 53+70/357)

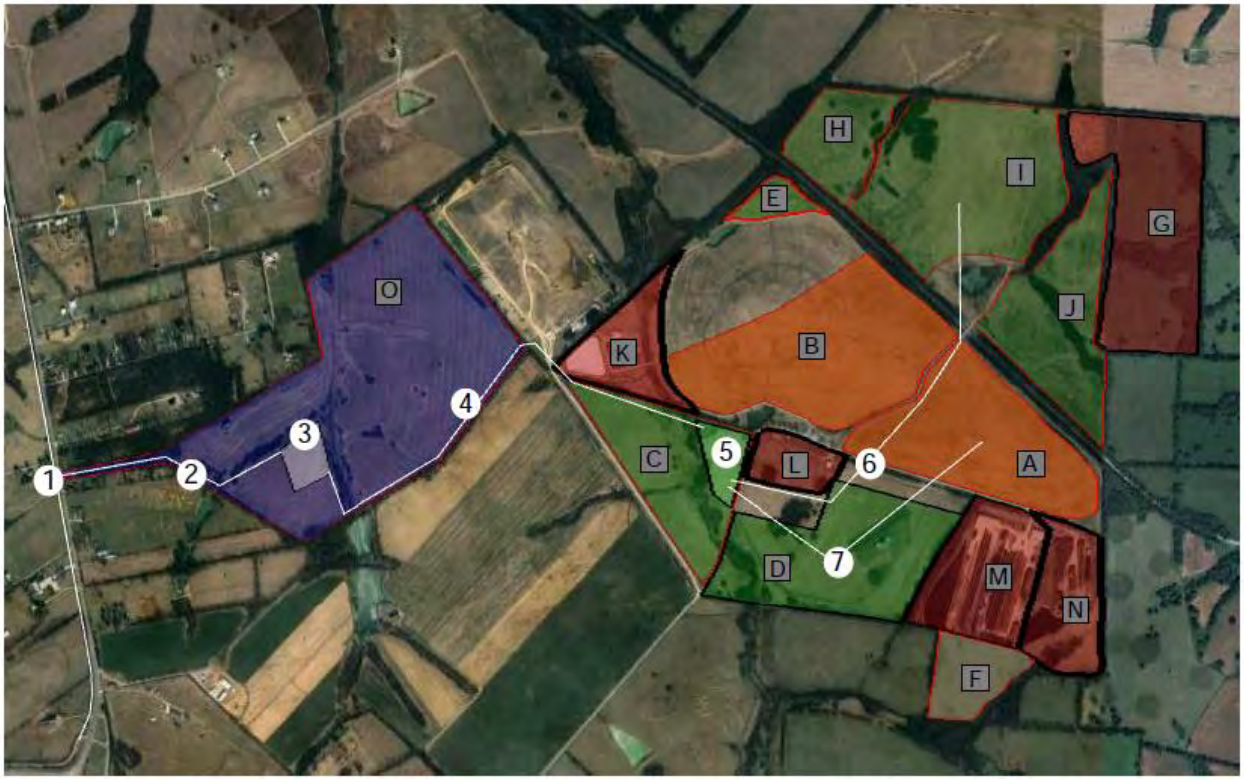
Haley Pike Solar Project Land Usage Calculations

	Size Acres	Avail. For solar	Used for Solar
Area A	53	53	53
Area B	105	105	70
Area C	39	39	39
Area D	68	58	58
Area E	6	6	6
Area F	15	0	0
Area G	59		
Area H	20	20	20
Area I	69	69	69
Area J	42	42	42
Area K	20		
Area L	11		
Area M	32		
Area N	26		
	565	392	357
% of A+B / overall solar	27.96%	40.31%	34.45%

Color Coding per LFUCG

- 50% usable for PV
- 90% usable for PV
- Not usable for PV

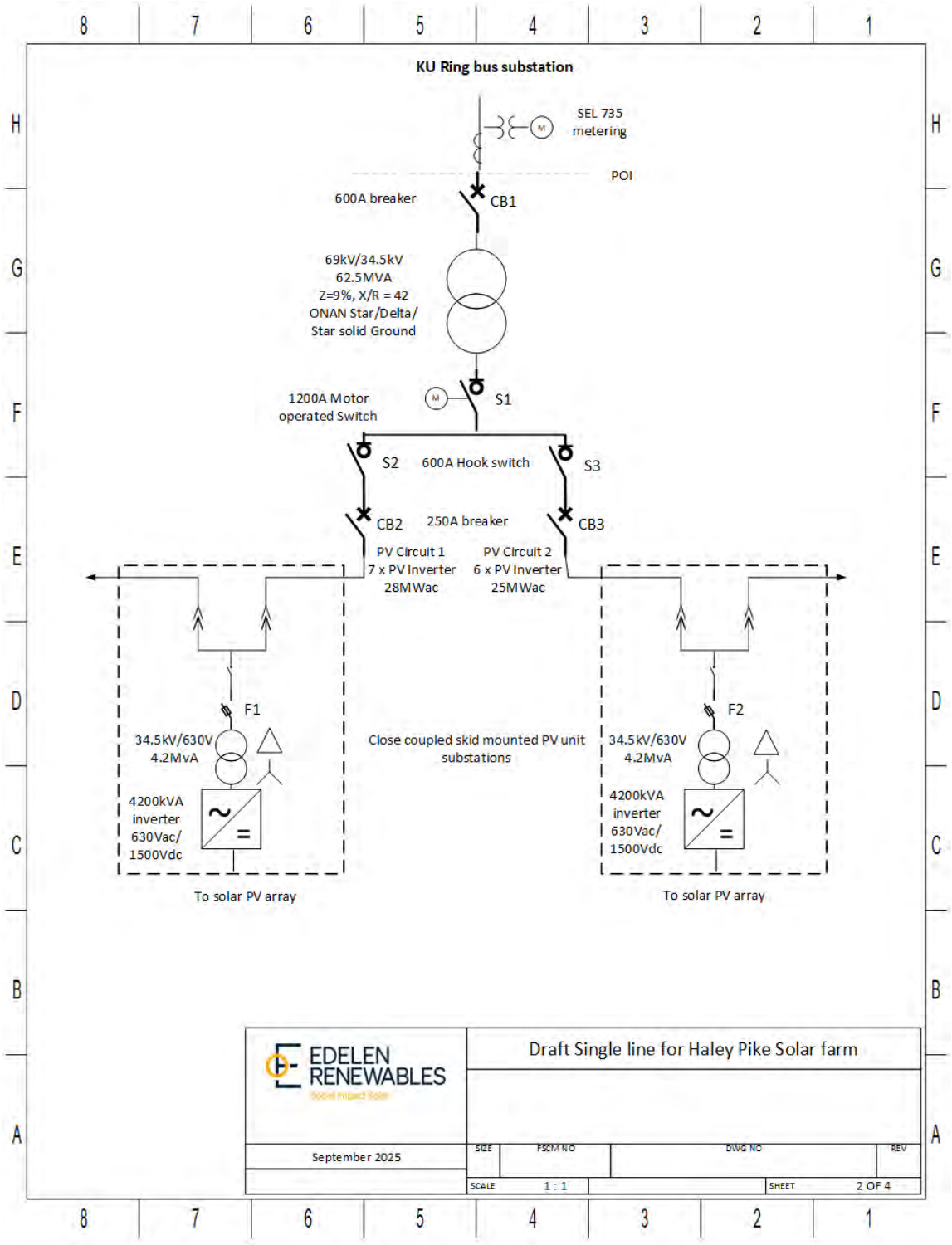
Image 1: Schematic of land use for HPSP, with notation of known areas.



MAP KEY		
Marker	**Component Type**	**Color Shading Code**
1	Point of Interconnection (69kV line)	**Purple:** ER/SIS negotiated Right of Way **Green:** LFUCG designated 90% usable land for PV **Orange:** LFUCG designated 50% usable land for PV **Red:** LFUCG designated 0% usable land for PV **No Color:** where segments in project area are not shaded, no activities are planned to allow for LFUCG future use
2	Feeder to Switchyard	
3	Switchyard	
4	Feeder to Array Substation	
5	Array Substation	
6	Collection Feeder 1 to Arrays	
7	Collection Feeder 2 to Arrays	

Image 2: Photovoltaic panel layout developed in PVSyst. Layout includes both fixed tilt (shaded in black) and single axis tracker panel sections (shaded in red).

Image 3: Single Line diagram (SLD) of the engineering specifications for the system connection.



Right of Way

As developer, ER/SIS will acquire the easements and right-of-way (ROW) allowances required for the project. This includes a railway and land crossing for utility access:

- Railway crossing: A connector line will need to cross the CSX/RJ Corman rail line and ROW that bisects the landfill property. The project design accounts for the need to cross over the railway with necessary clearance. The agreement for the crossing will be made in negotiation with CSX/RJ Corman; ER/SIS welcomes LFUCG engagement with this process.

Image 4: Aerial image of the railroad crossing where wires already cross the railway. Intention is to cross HPSP lines at this crossing, respecting the existing right of way.

- Right of Way to Utility Access: Negotiations with a commercial landowner are underway to secure a right of way for interconnection. The approach will ensure connection to the utility line.

Image 5: Right of Way to utility point of connection line (shaded in yellow); the box outline represents the Switchyard to be constructed (i.e., marker #3 depicted in Image 1).

Equipment and Design

The following general materials will be supplied to the project site for construction:

- Miscellaneous steel
- Support steel posts
- Components (nuts, bolts, clamps, etc.)
- PV modules
- Fixed tilt, trackers and racking equipment and components (See Appendices A, B, and C for specifications)
- DC cabling and combiner boxes
- DC junction boxes
- AC cabling
- Power centers, including inverters (See Appendix D for inverter specifications)

- Electrical switchgear
- Transformers
- Remotely accessible data acquisition system
- All materials related to drainage required by the civil engineering plan
- All electrical conduit and junction boxes
- Concrete equipment pads
- Communications structure or fiber runs

Racking Systems

Our plan will be engineered in coordination with the Kentucky Division of Waste Management (KWWM) and other agencies to not inhibit the current function of the landfill. Any racking systems and or other development that require ground penetration will be carefully designed and coordinated to avoid sensitive areas.

- Borrow Areas/Permitted Future Landfill/Vacant Land: The non-capped areas will use **single axis tracker panels** and a **traditional solar tracking system** designed to maximize yield. A single axis tracking system is a tracking system for solar panels where the pivot of the photovoltaic support structure is installed parallel to the surface. Environmental testing will be conducted to determine the best method to support the trackers (piles or screws, etc.). For more information on the tracking system, refer to Appendix A.

- Closed Cell/Capped Areas:

    - The capped areas will utilize **fixed tilt panels** with a **ballasted racking system** designed to avoid surface penetration; this is the accepted method for landfill solar design. For more information on ballasted racking, refer to Appendix B and C.

    - The system on the capped areas will utilize above-ground cabling systems that do not require ground penetration. Multiple manufacturer systems will be analyzed for incorporation into the design.

Landfill Cap & Transportation Plan

To preserve the integrity of the landfill cap, Areas A and B will use ballasted supports for the solar structures, which are non-penetrating. Fixed tilt ballasted racking will be utilized for all capped areas. Appendices B and C provide proven examples of equipment for fixed tilt ballasted racking. Cabling to connect the arrays will be laid in above-ground cable trays/conduits to link to combiner boxes and central inverters which will be mounted atop the capped areas. This approach preserves the capped area landfill seals.

To limit uncontrolled access, the total area on which the solar modules are installed will be fenced. Any fencing near the closed cell areas will be held to the perimeter (i.e., bottom of grade to skirt the base to avoid puncturing the membrane). Detailed designs will consider the access, spacing, water management/drainage and performance (e.g., north facing slopes to be avoided).

Construction practices for the capped areas will require a specific method. Capped areas will require preassembly of racking and long boom crane placement on or close to locations with onsite assembly at the capped area. Maximum load bearing studies will determine what vehicles can be used onsite and ballasted foundations will be placed and poured onsite using primarily manual or small load means.

Moving some devices, panels, etc., will be necessary and our EPC will utilize light equipment to ensure there is no damage to the capped landfill areas or methane vents. For example, installers may utilize small trailers with a 1,000-pound limit towed by offroad ATV vehicles both equipped with floatation tires. Refer to Appendix E for sample images protective measures for placing and moving equipment on landfill cap.

Storm Water Management & Erosion Control

As referenced in the Water Quality Management Fee section in the Finance section, below, ER/SIS will comply with the Water Quality Management Fees ordinance (Article16), including adhering to the LFUCG finding that the fee is applicable. Per the Haley Pike Landfill Potential Reuse for Utility Scale Solar Report's noted concern for potential stormwater impact to the site, stormwater management and monitoring through and following the installation of PV panels will be a focus.

The project design will account for stormwater management to ensure adequate surface water runoff management and that and that established features within the water quality management area, including Wetland Treatment System, are maintained appropriately.

Erosion Control

Erosion control at the panel drip line will be evaluated. Vegetation and drainage systems, with consideration of retaining integrity of the cap membrane will be introduced. Strategies may also include using non-vegetative controls like gravel, erosion blankets, or specialized ground covers beneath the drip lines. This control plan will be determined in the final design phase.

Vegetation Management

The HPSP will focus on low growth vegetation to complement the solar array functionality. Vegetation and habitat considerations will also be informed by agrivoltaics opportunities further described in Section 5 of this proposal.

ER/SIS will conduct an assessment of current vegetation in place to determine if onsite plants qualify as low growth. Site visits appear to indicate the current vegetation is low growth and typical vegetation management is sufficient for the site. If adequate, the current low growth vegetation will be left in place in order to reduce ground disturbance. If the vegetation currently in place is adequate, ER/SIS will request the details of the current vegetation management plan in place with LFUCG and will adopt the plan currently approved and in place for vegetation management, and to be confirmed confirm with other authorities having jurisdiction (AHJs).

For the **Borrow Areas/Permitted Future Landfill/Vacant Land** areas of the site, where suitable low growth vegetation is not present, or the current vegetation is not adequate, native plants, pollinators, and potentially grasses suitable for grazing will be utilized. These sections will facilitate revegetation to complement solar array productivity and may further Comprehensive Plan goals and outcomes (e.g., Theme B: to protect, conserve, and restore landscapes and natural resources).

The **Closed Cell** areas of the landfill will not be replanted unless the vegetation declines due to weather conditions or other factors that may cause a decline in the health and cover of the current vegetation in place. The developer aims to avoid disturbances to the capped areas, including the slopes.

Methane & Leachate Management

The methane vents at the landfill are subject to quarterly monitoring. For example, in Area B, there are 97 methane vents onsite (located approximately every 100’ in an offset triangular pattern). HPSP will be designed and constructed to not impact the existing landfill gas collections system. Construction phase will account for navigating around and securing all vents, including safety protocols.

The wetland leachate system (Area K) nor spray field (Area G) will be developed for solar. Monitoring already required and in place will track any impacts which will be addressed and mitigated.

Site Access Control

ER/SIS understand that LFUCG and multiple contract operators will continue to have active operations at the HPLF facility. Any project fencing or other infrastructure installations will be designed to allow for routine access for landfill permit compliance activities.

- Fencing:
    - Additional fencing will be added to limit access to the PV areas
    - All fencing plans will be proposed to LFUCG and will be designed to provide ongoing site access for LFUCG for all required testing and activities.
    - Agrivoltaics/grazing fencing and gating will be considered.
    - Per National Electric Code (NEC) requirements, fencing standard for solar arrays and will be installed (i.e., six-foot chain link with three strings of wire at the top)
- ROW setbacks:
    - As shown in Image 4 (above), the tree line generally marks the railroad ROW and will be left intact.
    - Required railway setback areas are accounted for in the HPSP layout.
- ER/SIS will work with the LFUCG to secure site control at HPLF:
    - The mechanism may entail a written contract or land lease, as negotiated with the City.
    - A special purpose entity (SPE) will be established to hold ownership of the project (i.e., the infrastructure which sits atop the LFUCG-owned land).

Public Service Commission Approval and Interconnection

The developer's intention is to submit the Haley Pike Solar Project for review with the utility as either a Large Qualified Facility or a wholesale power market participant. Determination will be made upon utility system capacity available and market availability for each potential option. The interconnection process will include several key phases:

- Formal Generator Interconnection (GI) analysis by utility,
- Application to Federal Energy Regulatory Commission (FERC) for Large Qualified Facility status – FERC 556 application, if necessary, and
- Transmission Service Request (TSR) application or similar as required by utility.

The project will follow KY Public Service Commission (KPSC) processes to engage the Kentucky Siting Board and the requirements broadly defined in KRS 728 and specific requirements detailed in "Electric Generation and Transmission Siting."

Utility and permitting approvals

- **Certificate of Public Convenience and Necessity (CPCN):** ER/SIS will file for a Certificate of Public Convenience and Necessity (CPCN) with the Kentucky Public Service Commission (PSC). The PSC is responsible for approving the construction and operation of major new energy infrastructure.
- **Site Compatibility Certificate:** ER/SIS will determine if a Site Compatibility Certificate is necessary before we approach the PSC.
- **Interconnection agreements:** ER/SIS will work with the local utility to establish an interconnection agreement for connecting the solar facility to the power grid. The firm has experience and existing relationships with the utilities in question and with the interconnection process, as summarized in Section 1 of this proposal.
- **Local ordinances and zoning**: ER/SIS will ensure that the project complies with applicable county or city-adopted solar ordinances. The project will need to be approved by the local planning and zoning commission.
    - The landfill property will need to be rezoned for use other than landfill, per the feasibility report's PV evaluation, solar farms would be permitted. ER/SIS will partner with LFUCG to navigate this process.
    - Fayette County is currently reviewing zoning rules via a Zoning Ordinance Text Amendment (ZOTA) to regulate solar energy systems. The current proposal prohibits large-scale, ground-mounted solar farms (i.e., over 5 acres) Agricultural-Rural zones. Although the Planning Commission has approved language banning industrial-scale solar in agricultural zones, the full ordinance has not yet been finalized, and ongoing workgroup discussions are in process to refine the terms (e.g., limits, vegetative cover, land management plans). As the HPSP is a **reuse/repurpose project on a brownfield**, it is the developer's view that this potential restriction will not apply.

Post-Construction Monitoring & Safety Measures

The firm and engaged contractors will establish standards and expectations regarding workplace injuries and incidents. ER/SIS considers only one standard to be acceptable:

zero injuries in all facets of our business and the firm requires the same from subcontractors.

The Safety Management System provides the tools to integrate safety into work planning and execution throughout the organization and on all projects, the system entails:

- A Safety Policy that establishes vision and values,
- Safety Principles that guide decisions, planning and work performance,
- Safety Standards that are set forth in the Health & Safety manuals for operations, construction, maintenance and offices, and
- Safety Plans and Procedures that include site-specific safety plans, safety improvement plans for all plants and projects, and manuals tailored to site-specific safety programs.

ER/SIS follows a cycle of continuous improvement through planning, implementation, performance, measurement, assessment and improvement.

Based on established processes and procedures, ER/SIS fosters a safe working environment through training, communication and quality execution. The firm works closely with customers/clients to solicit feedback and has/will integrate "lessons learned" into all projects and safety programs.

ER/SIS will select an EPC firm that will issue a safety control plan for the construction work at the site. ER/SIS and our partners will assume responsibility for contractors and will supply LFUCG with the safety plan.

System Design Considerations for Arc Hazard Control & Ongoing Safety

All electrical engineering design shall meet applicable codes and standards and the requirements of the interconnecting utility. Specific considerations:

- The engineering and design include the appropriate sizing and cabling (above and below ground) that will connect all applicable equipment to the point of interconnection.
- The Plant electrical system shall be designed for electrical system losses on the DC wiring system to be no more than 2 percent and losses on the AC wiring system no more than 2 percent.
- All DC disconnects at the inverter(s) and combiner boxes shall include a visible gap when in the open position.
- All protection equipment used throughout the system shall be sized and specified to reduce damage to all components to the utility interconnection point in the event of electrical failure.

- The electrical design shall include the design of equipment grounding and lightning and surge protection for the entire Plant Site.
- A comprehensive surge protection system and a lightning risk assessment will be provided.
- The results of the lightning risk assessment will be the basis for determining the extent of the lightning protection system (LPS) that is required.
- An arc flash study shall be performed per IEEE 1584.
- All communications hardware and software required for system protection and remote monitoring and control will be specified to consider remote access and monitoring.
- All monitoring and communication supplemental equipment and cabling shall be designed and specified.

The developer will work with the landowner (LFUCG) and contracted EPC to confirm details of construction materials and safety requirements.

Response to Electrical Hazards

All types of fault monitoring are typical for a PV system of the scale proposed. The operations and maintenance entity contracted by ER/SIS for the HPSP will conduct live and automated monitoring. Specific measures include:

- O&M entity will oversee emergency response plan and will provide a copy of the plan to LFUCG, with notification to Fire Marshall.
- Reporting of arc faults, electrical interruptions, or departure from standard operating range values will be constantly monitored via Self Contained Automated Data Aquisition and Reporting systems that are typical of PV systems. A remote notification system will notify operations managers of any non-normal events or departures from normal operations.
- System design will adhere to industry standards throughout design and operations and training shall be required for operations to meet all codes and standards.

Protection Design Methods

In accordance with professional practice, adherence to regulations and codes, the electrical system and equipment design and selection consider the likelihood of unforeseen events causing damage or injury. In solar plants Arc Faults warrant specific consideration. An arc flash study shall be performed per IEEE 1584.

Additionally, the following seven (7) protection design methods greatly mitigate such events occurring:

1. Zone selective interlocking (ZSI)
2. Differential relaying
3. Energy-reducing maintenance switching with a local-status indicator
4. Energy-reducing active arc flash mitigation system
5. An instantaneous trip setting. Temporary adjustment of the instantaneous trip setting to achieve arc energy reduction is not permitted.
6. An instantaneous override
7. An approved equivalent means with the local authority having jurisdiction (AHJ)

NFPA 70E ARC Flash Training

All site operators and HPSP staff shall have been trained in accordance with NFPA 70E ARC FLASH requirements along with electrical equipment service, emergency response and treatment, CPR, Contact release, tools and equipment including PPE. Safe working conditions and practice, tagging and lockout procedures form a critical part to the safe site operations. Training references:

- OSHA 29 CFR 1910 – General Industry
  - 29 CFR 1910.269 Subpart R – Special Industries
  - 29 CFR 1910.269 Subpart S – Electrical, General Industry
- OSHA 29 CFR 1926 – Construction Industry
  - 29 CFR 1926 Subpart V – Electric Power Transmission and Distribution, Construction
- ANSI Z535 – Series of Standards for Safety Signs and Tags

Project Timeline

Table C: Haley Pike Solar Project Development Timeline

Action	Estimated Timing
Public announcement of intent and filing of public-private unsolicited proposal to LFUCG	July 2025
Public review and comment period	September 2025
LFUCG Notification to ER/SIS	Below dates assume notification in September 2025
• Contract signed (ER/SIS-LFUCG) • Finalize project development timeline • Capacity and process discussion with Utility • Secure right of way with landowner & railway	Project Month 1: October 2025

	(i.e., Proposal Acceptance Date + 1 Month)
• Utility capacity analysis • Prep for Generation Interconnection (GI) and Transmission Service Request (TSR) & Qualified Facility application w/ FERC (if appliable) • Additional economic analysis based on any feedback from LFUCG that impacts design/economics • Preliminary construction plans	Project Month 2: November 2025
• Project design completed (80%) • Confirm permit requirements: o Secure opinion from the KDWM on use modification. If required, submit "Application for a Major Modification" o KPDES Permit review to confirm no impact to WTS • Safe Harbor plan o Prep material order sequence o Ordering material and active preliminary construction work • Confirm state requirements – KPSC, siting, etc.	Project Month 4: January 2026 *GO/NO GO DECISION PERIOD*
• Continue permit sequence • Confirmation of design plans with LFUCG • Initiate Civil Work – fencing, lighting, etc.	Project Month 5: February 2026
• Construction final planning & kick-off • Interconnection Agreement with Utility	Project Month 8: May 2026 (construction term estimated at 18 mos.)
• Project substantially completed (90%) • Interconnection completed • Final inspections completed • Permission to operate (PTO) granted	Project Month 26: November 2027
• Commercial Operation Dated (COD), anticipated • Punch list corrections	Project Month 27: December 2027
• Operations & Maintenance begins at COD • Initial Term begins (21 years, begins at COD)	Ongoing from Project Month 28: January 2028 through January 2049
• Subsequent Terms, optional: Up to two (2) 7-year extensions (35-year total lease period). Subsequent 21-35 years.	2049-2063

Investment Tax Credit Timelines

The proposed project development timeline incorporates milestones that are necessary to meet current guidelines to achieve Investment Tax Credit (ITC) Safe Harbor as of September 2025. Safe Harbor requirements are for continuous construction beginning July 2026 or full project completion by December 31, 2027. To preserve options, the project timeline accounts for either of these tracks to qualify for full ITC.

Operations and Maintenance Plan

Ongoing operations and maintenance (O&M) will be provided by contractors engaged by ER/SIS. The broad items for O&M are listed below. This is not comprehensive but covers major items and is based on both National Renewable Energy Laboratory (NREL) benchmarks and agreed upon industry standards.

Local contractors will be engaged to perform vegetation maintenance on the property on an ongoing basis. Every effort will be put forth to identify, engage, and select local subcontractors that employ local workers on the operation, maintenance, security, and land management of the HPSP.

It is understood that the required Performance Bond will be established to ensure operations and maintenance are being conducted at a high standard which will ensure that the project will be capable of producing the energy output expected. Developers will commit to an industry-standard operations and maintenance plan for the HPSP that is designed for a P50 median yield over the period of the contract; further detail can be provided in a PVSyst report.

Table D: Operations and Maintenance Table (activities, frequency)

	Activity	Frequency
1	PV modules cleaning	Biannually
2	PV Inverter testing, protection, fuses, capacitors control	Annually
3	Tracker motors and control testing	Annually
4	DC cable checks sample tests (Pass through string samples)	Annually
5	Grounding inspections and tests	Annually
6	I-V curve tracing per Inverter	Annually
7	Protection (transfer/trip) / High POT – MV (per utility req.)	Every 3 years
8	Plant visual inspections/=hot spot	Biannually
10	Control system / testing, communications/weather stations	Every 3 years

11	Metering	Every 2 years
12	General PV plant: fencing/vegetation clearance, maintenance	Biannually
13	Reporting	Quarterly
14	Compliance/training/updates/ Health and safety	Annually

Decommissioning Plan & Bond

A formal decommissioning plan will be incorporated into the final LFUCG lease documents. The generation system will be decommissioned and dismantled following the end of the lease period, or the end of its useful life.

General decommissioning considerations:

- The KY Division of Waste Management (KDWM) requires a plan for the proper management and disposal of solar panels at the end of their lifecycle. The HPSP decommissioning plan will address this, and all relevant issues related to the end of service life of the solar array and related equipment.
- Unless otherwise requested by the LFUCG, the decommissioning plan shall, at a minimum, include plans to: remove all above ground facilities; remove any underground components and foundations of above-ground facilities to a depth of three (3) feet below the surface grade of the land in or on which the component was installed; return the land to a substantially similar state as it was prior to the commencement of construction; leave any interconnection or other facilities in place for future use at the completion of the decommissioning process.
- There are no exemptions to the removal of infrastructure added.

A **decommissioning bond** will be secured at a value equal to **$0.045 per watt of installed watts DC.** The current modeled design is 67,460,000 watts DC (67.46MW_{DC}). If this design were to be the final design, the accompanying bond would equal 67,460,000 W_{DC} X $.045/w = **$3,035,700.**

3. Financial Summary

The estimated cost of the Haley Pike Landfill Solar Project is expected to fall within the general costs for this region of the United States. ER/SIS will source a real asset, climate-technology-focused infrastructure financier to support the project. ER/SIS and our development partners will develop a special purpose entity (SPE), to manage project

development. The entity will likely be incorporated as a limited liability corporation (LLC) to manage project administration as the partner entity to collaborate with LFUCG.

Developer Financial Model Description

The financial model used to qualify the project incorporates a detailed financial projection of the production, expected capital costs, revenues, expenses, and tax implications to assess the financial feasibility of the project. The model accurately projects the capital costs of the project on a monthly basis through predevelopment, construction, and post-construction. The combination of the revenues, expenses, and tax benefits are used to ensure that these capital costs can be paid for with industry-standard returns.

Production Calculation

The entire project is accurately modeled in PVSyst, an industry standard design and production calculation software. Given the layout and location of a given project, PVSyst projects the expected solar production over all **8,760 operating hours in a year.** This projection is then inputted into the model along with industry-standard degradation assumptions to yield the expected solar production for every month over the lifespan of the project.

Capital Costs

The model incorporates assumptions for costs to developer as:

- Predevelopment costs such as permitting, engineering, and equipment deposits,
- Construction costs such as the equipment (modules, racking, inverters, transformer/switchgear), interconnection costs, land costs, and any other project-specific costs which are expected, and
- Post-Construction costs such as the payment of fees, legal costs, performance bond, and decommissioning bond.

All these costs are paid on a monthly schedule which allows the model to calculate both the expected construction interest costs and the financial return which the project is expected to provide.

Revenues

This project assumes revenues to the developer from two sources: power sales under the tariff and the sale of Renewable Energy Credits (RECs).

Expenses

The developer's expenses include payment in lieu of taxes (PILOT) for the property tax,

insurance, operations and maintenance cost, lease expenses, and the funding of accounts to pay for the eventual replacement of the inverters in year 15, and for the provision of miscellaneous spares and parts through the lifecycle of the project.

This project will qualify for Investment Tax Credits (ITC), and the ITC plays an integral role in the financials of the project.

Project Cost Overview

The total project capital cost is estimated to be $88,483,800 which includes the performance and decommissioning bonds as well as reserves for inverter replacement and spares. Renewable energy certificates (RECs) will be retained by the project company and monetized, as required for the project to achieve the desired returns. (Note: LFUCG may purchase RECs, as an option.)

Table E: Estimated Haley Pike Solar Project Costs by Category

Category	Gross Cost	Cost per Watt dc	Fraction of Total
Land Fees	$197,601	$0.003	0.22%
Permits	$819,293	$0.012	0.93%
Interconnection	$7,643,016	$0.113	8.64%
Engineering	$1,272,999	$0.019	1.44%
Construction	$63,322,537	$0.939	71.56%
Financing	$10,275,909	$0.152	11.61%
Fees	$1,348,620	$0.020	1.52%
Misc	$3,603,824	$0.053	4.07%
Total	**$88,483,800**	**$1.312**	**100.00%**

Revenue to LFUCG

Over the initial project period of 21 years (2028-2049), significant revenue will accrue to Lexington Fayette Urban County Government:

- **Estimated Revenue to LFUCG: $2,261,944 over the initial 21-year project period**
- Delivered as an estimated **$107,712 annually** for 21 years via a land lease payment, Water Quality Managment Fee, and Payment In Lieu of Taxes (PILOT).

The overall per acre payment paid to LFUCG is proposed as **$301/acre**. ER/SIS is open to negotiation with LFUCG to settle on a mutually agreeable rate and breakdown. This could

include some balancing between three revenue streams envisioned (Water Quality Management Fee, PILOT, and Lease Rate) to deliver equivalent value to LFUCG of approximately $301/acre.

Table F: Summary of Revenue Sources for LFUCG via the HPSP proposal

Revenue Type	# of Acres Leased	Revenue per Acre	Revenue per Month	Total Revenue Annually
Water Quality Management Fee	357	$122.18	$3,635	$43,617
PILOT ($500 per MW @ 67.5)	n/a	$94.54	$2,813	$33,750
Lease rate per acre ($85/acre)	357	$85.00	$2,529	$30,435
TOTAL =		**$301.71**	**$8,976**	**$107,712**

ER/SIS anticipates requiring **357 acres** for the HPSP. Three revenue streams to LFUCG are envisioned, as follows:

Land Lease Revenue

- Land Lease Payment: **$30,345 annually** over 21-year project period
  - Whereas the feasibility report suggests a $500-800 lease rate, an alternate lease rate is suggested based on review of equivalent land values.
  - Proposed rate: $85/acre per year for 357 acres.
  - Sources to corroborate proposed lease rate:
    - $25/acre on unimproved ground. Source: University of Kentucky, ANR Agent Land Value and Cash Rent Survey AEC 2018-90. Available: https://agecon.ca.uky.edu/files/kycashrentnew.pdf
    - $25.5/acre for pastureland. Source: US Department of Agriculture, Land Value and Tenure 2024. Available: https://www.ers.usda.gov/topics/farm-economy/land-use-land-value-tenure/farmland-value\
  - Additionally, there will be an option to extend for two (2) seven-years periods for an additional 14-year revenue stream.

Payment In Lieu of Taxes (PILOT) Revenue

- PILOT: **$33,700 annually** over 21-year project period
  - Valuation of the proposed PILOT, subject to negotiation: $500 per MW (67.4 MW_{DC}) for 21 years.
  - The ER/SIS viewpoint on the applicability of the PILOT is that the PILOT

opportunity is applicable to the HPSP. While the leased property is not subject to taxation and therefore would not be PILOT-eligible, the solar array infrastructure atop the leased land will be owned by a for-profit special purpose entity which will be subject to taxes, making the HPSP eligible for PILOT.

- Should the PILOT not be applicable, the Lease Rate will be adjusted to deliver equivalent value to LFUCG (i.e., $301/acre).

Water Quality Management Fee Revenue

- Water Quality Management Fee with proposed area adjustment: **$43,617 annually** over 21-year project period.
  - Per the RFP and LFUCG Code of Ordinances Chapter 16, Art. XIV, Sec.16-402, LFUCG finds that photovoltaic panels meet the definition of Impervious Surface and that the Water Quality Management Fee should apply.
  - To account for the fact that the solar array includes both fixed and adjustable panels (indicated as "trackers"), the impervious surface calculation requires additional consideration. The proposed single axis (adjustable) panels are equipped with automated trackers to follow the sun for maximum efficiency. These panels are also scheduled to orient perpendicular to the surface at night when no irradiance is available for capture. Therefore, the adjustable tilt of the panels and the perpendicular positioning functionally decrease the overall amount of impervious surface. Therefore, to more accurately calculate impervious surface "area adjustment percentages" were calculated and proposed to inform square footage and the Equivalent residential unit (ERU) multiplier for the $4.32 rate.
- Water Quality Management Fee calculation with proposed area adjustment: $122.18 average fee per acre for 357 acres.
  - Details of the calculation are included in Appendix F: Water Quality Management Fee Calculations.

Deferred Expense

- LFUCG will enjoy deferred expense from eliminated mowing and ground management expenses on the Areas that will be developed for solar.
- ER/SIS will assume costs of grounds management as part system operations & maintenance.

Extended Expenses

- As an option, LFUCG may purchase Renewable Energy Certificates (RECs) to offset the LFUCG carbon footprint. ER/SIS and LFUCG may negotiate toward such a

purchase of a subset of the RECs made available through this project. Refer to the RECs section below for more information.

- No required new expenses are expected. For example, access to the site will be via currently existing and maintained roadways.
- Costs for operations and maintenance and insurance through the initial term of the project will be maintained by ER/SIS. The only new/future expenses for LFUCG would occur if LFUCG decided to negotiate ownership of the system (to capture residual values and/or re-power the system) after the initial project term, as an alternative to decommissioning proposed.

Economic Impacts to Lexington-Fayette County

In addition to direct revenue to LFUCG, the Lexington-Fayette County community will experience indirect economic benefits related to the project.

Based on an established commitment to Social Impact Solar℠, ER/SIS will make every effort to identify, engage, and select local subcontractors and unions that employ local workers on the construction, operation, maintenance, security, and land management to support the HPSP. Additionally, a series of local job fairs will be used to recruit and hire individual local laborers and electrical workers (outside of selected subcontractors) for the construction phase of the project. Job projections are estimated at **140 to 200 jobs during the construction phase** and **5 to 10 jobs during operational phase** of the project. During the construction phase of the project, LFUCG can expect an increase in consumer spending and therefore regional gross domestic product on account of the payroll expenditures associated with the project.

The project will be designed and permitted to operate as a Large Qualifying Facility (LQF) within the Federal Energy Regulatory Commission (FERC) and Kentucky Public Service Commission (KPSC) guidelines. As such, all costs to build the project will be borne by the developer and will have **no cost increase impact on the electricity service rates.** The rates for the power are ultimately determined by the Kentucky PSC. Solar facilities have the lowest levelized cost of power of any source of generation and have demonstrated solar is competitive with all other sources of generation.

Performance Bond

ER/SIS will provide a performance bond for the project to ensure Fayette County residents' interests are being met. The performance bond ensures that the project will be completed as designed and at the anticipated cost, and that the project will be operational and

efficient through the term of the lease. The performance bond becomes active at the start of construction.

The surety value of the performance bond ensures that the project will be delivered to a high standard (e.g., that the project will be completed in a timely fashion and generally meets performance as represented). Surety ensures LFUCG will have funds in place to reconcile any deficiencies or alternative resolutions, should such action be required. The cost of procuring this bond has been included in project development, and it will be provided in addition to a decommissioning bond.

Renewable Energy Certificates

A renewable energy certificate (REC) is a market-based instrument that represents the property rights to the environmental, social, and other non-power attributes of renewable electricity generation. RECs allow businesses and individuals to support renewable energy projects and claim to use renewable electricity, even if their physical location does not have renewable generation, by "unbundling" the renewable attributes from the actual electrons. RECs are issued when one megawatt-hour (MWh) of electricity is generated and delivered to the electricity grid from a renewable energy resource. Note: one (1) MWh of generated power equals one (1) REC.

The modeled Year-1 photovoltaic system (P50 – highest probability) output based on the current indicative design is expected to be approximately 167,367 megawatt hours (MWh) per year, therefore delivering **167,367 renewable energy certificates (RECs)**.

Based on the indicative design and modeled output **project should reduce greenhouse gas emissions measured by approximately 37,193 metric ton carbon equivalent (MTCE) per year** based on most recent (2023) Environmental Protection Agency (EPA) information. The HPSP system design will include metering that fulfills the requirements of accepted renewable energy certificate (REC) reporting and compliance.

LFUCG REC Strategy

If LFUCG has interest in the purchase of RECs to advance the Imagine Lexington Comprehensive Plan's net-zero goal and to potentially create cost-savings, ER/SIS will facilitate this exploration.

REC values are determined by the market value of the RECs specific to a given project, and the scale of the project. REC values and monetization of RECS are key components of the

current financial model at the indicative system scale. Any change in design that results in a smaller scale will likely result in increased REC cost value being necessary to achieve project financial viability.

Pricing as proposed:

- The currently assigned value for the RECs created by this project is **$5-$7 per REC**
- If desired, LFUCG can pursue RECs through various means. For example, a compensation plan such as a reduction in lease fee or other remedies to offset the value may be negotiated. Or, direct purchase is an option.

LFUCG may negotiate to acquire/purchase RECs. LFUCG will have the opportunity to acquire the RECs at an estimated cost of $5.00 to $7.00 per REC, or negotiate this as a displacement of the lease fee paid by ER/SIS to LFUCG. The agreed REC acquisition rate will be informed by the city's load and appetite for RECs (or otherwise capped at the number of available credits, estimated at 167,367 RECs). ER/SIS reserves the right to market any remaining RECs, after LFUCG has confirmed load and related interest in available RECs.

ER/SIS asserts that this is competitive pricing for LFUCG to consider. The RECs made available through the HPSP may be marketed as high-quality, locally created RECs, creating an intangible value in addition to the direct transaction (e.g., messaging about local brownfield reuse, demonstration purposes, etc.).

In addition to any RECs LFUCG may obtain, ER has established relationships with a network of large-scale, industrial and big data corporate partners that have an interest in partnering to offset their carbon footprints. Remaining RECs, therefore, may be structured with an additional renewable energy credit (REC) arrangement for any selected corporate partner(s).

The local hosting utility will likely be the offtaker of the power produced by the proposed solar array. ER/SIS is open to discussing additional options to the REC, such as Sleeved Power Purchase Agreements or Green Tariffs, as applicable, at terms equal to any other entity contracting for power under like arrangements.

Lease Terms

ER/SIS proposes $85/acre for either of two potential lease term scenarios. The decision between options will be determined in collaboration with LFUCG at the outset of the project. These options are necessary for ER/SIS to fully explore the utility market to determine financial viability at the final design scale of the project based on the capacity

and market values of the utility system(s) we may be able to access, and as agreed by ER/SIS and LFUCG.

The options are:

- Option 1: A 21-year initial term with an option to extend for 7 years at the end of year 21 and an option to extend at the end of year 28, for a total potential lease period of 35 years, or;
- Option 2: A 20-year initial term with an option to extend for 5 years at the end of year 20, an option to extend at the end of year 25, and option to extend at the end of year 30, and an option to extend at the end of year 30, for a total potential lease period of 35 years.

The above proposed lease terms are proposed to match the KY Public Service Commission (PSC) tariff terms and PPA terms.

General timeline for term Option 1, as an example:

- Construction Term: Estimated at 18 months (targeting May 2026 start)
- Initial Term: 21 Years (begins Commercial Operation Date)
- Subsequent Terms: With up to two (2) 7-year extensions (35-year total lease period)

4. Environmental Compliance Haley Pike Landfill

The HPSP design team has considered active permits and best practices for landfill redevelopment. It is understood that LFUCG will remain responsible for overall compliance at the landfill, and concurrently, the HPSP core team will be committed to the project partnership and to ensuring the project does not interfere with compliance requirements.

General measures:

- The project team will work with LFUCG to ensure the solar project does not interfere with compliance obligations, including post-closure requirements.
- LFUCG staff will be engaged in the development process to ensure that compliance is maintained.
- Developer will obtain required approvals for permit modifications or any other required regulatory approvals from Kentucky Energy and Environmental Cabinet (KEEC) and Kentucky Division of Waste Management (KDWM).

- The Developer will be responsible for costs associated with approvals or required modification, inspections, or additional compliance measures required or recommended by KEEC or KDWM for operation of the solar facility at the Haley Pike Landfill.

Haley Pike Landfill active permits in consideration:

- Kentucky Department for Environmental Protection, Division of Waste Management (Solid Waste Permit #SW03400007).
    - Relevance: Pertains to regulation of closed landfill cells (Area A and Area B), potential future landfill cells (Areas H, I, J), mulch operations and spray field (Area G).
    - Permit revision required for Area A & B, H, I, and J. No usage of Area G.
    - ER/SIS in collaboration with LFUCG will submit a written request to the Division for Waste Management (DWM) detailing the requested changes (i.e., operational adjustment to allow for solar). The KDEP will determine if the modification is major or minor. In the case of a “major modification” finding, developer will submit the "Application for a Major Modification to a Solid Waste Permit" form (DEP7016) and provide supporting documents (drawings and calculations), and $1,000 fee. ER/SIS understands that a major modification may require public notice and fees.
- Kentucky Pollutant Discharge Elimination System (KPDES Permit #KL0092100).
    - Relevance: Ensuring wetland treatment system permit requirements are met (e.g., leachate and water sampling, monitoring discharge in relation to limits).
    - HPSP will survey the Wetland Treatment System upgrades completed in 2024 and commit resources to ensure the addition of panels does not harm the system.
    - Engage LFUCG to understand how Water Quality Management Fee is used in relation to any in situ impact.
    - Should there be an extension in the monitoring period required by the new use of the parcels adjacent to the wetland treatment system, developer will partner will LFUCG to navigate revisions and compliance.

Summary of relevant environmental and landfill regulations

- **Coordination with the Kentucky Energy and Environmental Cabinet (KEEC):** The Kentucky EEC and its Brownfield program offer a full spectrum of resources to developers to help identify barriers and ensure governmental compliance on

redevelopment projects. ER/SIS will work closely with this organization and use these resources to guide and plan an effective strategy to move this project forward.

- **Coordination with the Kentucky Division of Waste Management (KDWM):** The Kentucky EEC's Division of Waste Management (KDWM) oversees landfill closure and post-closure care. The HPSP final design will not interfere with the long-term maintenance and monitoring of the landfill's final cover, ground water monitoring systems, or gas collection systems.
- **Update the post-closure care plan:** ER/SIS will partner with LFUCG to submit a revised post-closure care plan to the KDWM for approval. This updated plan will detail how the landfill will continue to meet regulatory requirements with the new solar infrastructure in place.
- **Environmental performance standards:** The final project design will comply with state environmental performance standards for solid waste site or facility permits, which are outlined in the Kentucky Administrative Regulations (KAR), specifically 401 KAR Chapters 47 and 48.
- **Solar panel disposal plan:** The KDWM requires a plan for the proper management and disposal of solar panels at the end of their lifecycle. The HPSP decommissioning plan will address this, and all relevant issues related to the end of service life of the solar array and related equipment.

5. Social and Educational Impacts and Initiatives

Edelen Renewables/Social Impact Solar LLC was the first to employ a “Social Impact Solar” approach to ensure communities that host projects are positioned to directly benefit from positive results and legacy impact. Edelen Renewables’ Social Impact Solar[SM] approach to renewable energy entails a three-pillar approach to ensuring projects deliver legacy, community-scale economic and social impact with a focus on local workforce development.

Image 6: ER branding reflecting service-marked approach and longstanding commitment to Social Impact pillars.

At the Haley Pike Landfill site, the ER/SIS team imagines several opportunities for LFUCG to activate additional, achievable projects to increase positive local social impact of the project. These include but are not limited to project messaging aligned to the LFUCG comprehensive plan, framing for demonstration projects, and educational and training opportunities for local citizens.

Past Participation in Community, Social, and Educational Programs

ER/SIS has a demonstrated track record of designing community benefit programs that authentically integrate local stakeholder input, create coalitions of education, workforce, and nonprofit institutions to remove barriers to employment and create measurable improvements to economic, environmental, and social outcomes.

Coal-to-Solar Workforce Development

To support solar development in rural communities, workforce development has been a focus for the firm. For example, as development service providers for the Martin County Solar Project, ER collaborated with local partners to provide training for fifty-seven (57) workers that led to one hundred-seventy-seven (177) industry credentials earned on a utility scale solar project in the rural Appalachian county with the lowest labor force participation rate in Kentucky. These credentials included OSHA-10, HAZWOPER-40, lead/asbestos/mold mitigation, CAT simulation, first aid/CPR/AED, and Northstar digital literacy. Creating transferable skills is an investment in the local workforce that opens doors for future employment opportunities.

To reach these high output workforce impact goals, ER built coalitions with the local Economic Development District, Community and Technical College system, workforce board, regional career center, local and regional nonprofits, and individual advocates

to identify barriers to employment and engagement for local workers, design localized outreach strategies, and increase participation in job fairs.

Furthermore, the first job fair for the Martin County Solar Project had over 500 attendees when local officials anticipated 50 attendees at best. These proven methods for building coalitions and partnerships that remove barriers and increase access to training, credentials, employment, and high-quality wages can be replicated to support local hiring on the HPSP. ER will utilize contract language with the selected EPC contractors to establish preferences and metrics for local hiring to ensure the project yields local and regional investment during construction of the project and once completed, the ongoing management of the site.

Catholic Diocese of Lexington - Net Zero Advisory Board

In April 2024, Bishop John Stowe of the Catholic Diocese of Lexington announced a “net zero” initiative to make the Lexington Diocese the first in America to adopt such a commitment. The diocese has 45,000 members across 59 parishes and 50 counties that span Central and Eastern Kentucky.

The taskforce is chaired by ER Founder and CEO, Adam Edelen, who assembled leaders in sustainability from Alltech, Solar Energy Solutions, Appalachian Regional Healthcare, Lexmark, and Boxcar PR to accelerate the Dioceses' goals, timelines and outcomes so that they will not only be the first Diocese in the world to make such commitments but also the first to bring those commitments to fruition.

Comprehensive Plan & Sustainability Contributions

The Haley Road Solar Project (HPSP) will help to advance the Imagine Lexington: 2045 Comprehensive Plan. The project is fully aligned to the LFUCG objective to pursue community-wide net zero greenhouse gas emissions by 2050 (Goal 2 in the comprehensive plan). Furthermore, Lexington's Race to Net Zero plan addresses the emissions portion of Empower Lexington, the city's overall sustainability plan. As a direct advancement toward these aims, the HPSP yields projected reductions of greenhouse gas emissions measuring approximately **37,193 metric ton carbon equivalent (MTCE)** per year for the lifetime of the project.

Not only does the HPSP represent a tremendous opportunity for LFUCG to strive toward the goal of net zero greenhouse gas emissions by 2050, but the project will also support implementation of or furtherance of additional Comprehensive Plan goals:

- **Theme A: GROWING AND SUSTAINING SUCCESSFUL NEIGHBORS**

    - **Goal 2:** Support infill and redevelopment throughout urban service area a strategic component of growth.
- **THEME B: PROTECTING THE ENVIRONMENT**
    - **Goal 1:** Protect water resources by improving urban stormwater and sanitary sewer infrastructure
    - **Goal 2:** Identify and mitigate local impacts of climate change by tracking and reducing Lexington-Fayette County's carbon footprint and greenhouse gas emissions, and commit to community-wide net zero greenhouse gas emissions by the year 2050.
    - **Goal 3:** Apply environmentally sustainable practices to protect, conserve, and restore landscapes and natural resources.
- **Theme C: CREATING JOBS & PROSPERITY**
    - **Goals 1 and 2:** Support and showcase local assets to further the creation of a variety of jobs AND attract a wide array of employment opportunities that encourage an entrepreneurial spirit and enhance our ability to recruit and retain a talented, creative workforce by establishing opportunities that embrace diversity, equity, and inclusion in our community.
- **Theme E: MAINTAINING A BALANCE BETWEEN PLANNING FOR URBAN USES AND SAFEGUARDING RURAL LAND**
    - **Goals 1 and 4:** Uphold the urban service area concept AND Protect Lexington's invaluable rural resources and inform long-range planning for housing, infrastructure, community facilities, and economic development by finalizing on the work of the sustainable growth task force and the goal 4 workgroup…for determining long term land use decisions involving the urban service boundary and rural activity centers.
- **Theme F: IMPLEMENTING THE PLAN FOR LEXINGTON FAYETTE COUNTY AND THE BLUEGRASS**
    - **Goals 1, 2, and 3:** Engage and educate the residents of Lexington Fayette County in the planning process AND implement the 2045 comprehensive plan AND increase regional planning to ensure greater collaboration and stewardship of shared resources.

HPSP Social & Educational Programs

LFUCG, ER/SIS, and local education institutions and nonprofits will have the opportunity to frame the HPSP as an initiative to foster community accountability, civic engagement, and showcase Lexington-Fayette County leadership.

The HPSP team anticipates close collaboration with the LFUCG staff responsible for Environmental Quality and Public Works, Sustainability Program, Environmental Education

Program, Comprehensive Plan tracking, and potentially the communications team to deliver and message HPSP outcomes.

The HPSP also represents key collaboration opportunities to deliver Social Impact, including developing and messaging for best practices in land use, agrivoltaics, and local hires/training.

Land Use Best Practices

The proposed project is located 11.5 miles from downtown Lexington, making the site easily accessible for demonstration purposes. If the capacity and land allow, the proposed project will be one of the largest solar arrays installed on a retired landfill in the nation. This scale provides LFUCG the opportunity to demonstrate best-in-class emerging practices for developing brownfields to meet sustainability goals, generate revenue, and offset energy costs, while positioning local elected officials and economic development staff to demonstrate national thought leadership in the ongoing conversation about land use and development as the site is an easy drive for visitors to the downtown city offices.

Initial discussions with the Fayette County Public Schools (FCPS) Office of Innovation leadership have yielded a preliminary concept to introduce a HPSP student task force to potentially guide demonstration project design (informationally) and related messaging, with guidance provided by the ER Vice President of Social Impact. This task force may be called upon to support the programs detailed below.

Additionally, early conversations with the National Association of Development Organizations (NADO) and the National Association of Counties (NACo) note that landfill-to-solar models, like the Haley Pike Solar Project, are of high interest for their members' professional learning, case studies, and conference presentations, positioning our local leaders as national experts on brownfield development, land use, sustainability, and economic development.

Agrivoltaics

Agrivoltaics is the dual use of land for solar energy generation and agriculture. Edelen Renewables is partnered with American Farmland Trust on a separate initiative, titled Farmers Powering Communities, wherein best practices and implementation of agrivoltaics are deployed using national standards agreed upon by the agricultural sector.

As examples of agrivoltaic applications, a selected area within the HPSP layout may include the introduction of native species or grazing species, or the introduction of native pollinators.

Through the conceptualized student task force, the FCPS Office of Innovation has expressed interest to ER/SIS in identifying student leaders across academic and Career

and Technical Education (CTE) pathways – pulling largely from agriculture students at the Locust Trace Agri-Science Center and electrical pathway students at the downtown Hub for Innovative Learning and Leadership – to participate in co-designing potential demonstration project logic models, strategies and outcomes that create opportunities for the next generation of community leaders here in Central Kentucky. The Bluegrass Community and Technical College (BCTC) and additional higher education partners may also be engaged, in partnership with FCPS leaders, to form a coalition that removes barriers and creates access to opportunities for 16-to-25-year-olds interested in the emerging field of agriculture and energy.

Local Hires & Training

Edelen Renewables was the first to employ a "social impact" approach to solar development to ensure the benefits of solar investments are felt locally. In practice, this approach includes:

- Building coalitions of education and workforce partners to remove barriers and create training opportunities for the local workforce
- Intentional recruiting of local workers
- Prioritizing the hiring and training of local workforce to construct projects
- Payments in lieu of taxes tailored to each community's needs
- Working closely with local stakeholders to create legacy projects that maximize community benefits that live beyond the life of the solar project

Leveraging our trademarked Social Impact Solar℠ framework, ER/SIS is committed to recruiting, hiring, and preparing a local workforce to construct the HPSP through local partnerships with the Kentucky Career Center, Kentucky Workforce Innovation Board (KWIB), the Kentucky Solar Energies Industry Association (KYSEIA), BCTC, FCPS and local trade unions, such as LiUNa, International Brotherhood of Electrical Workers (IBEW), the International Union of Operating Engineers, and the Central Midwest Carpenters. Through these partnerships, low barrier workforce training programs and pathways from CTE and academic coursework to solar industry jobs will be codesigned to prepare our local Central Kentucky workforce for the on-the-job tasks and competencies necessary to be employable in the available civil, labor and electrical jobs on the HPSP.

Based on the JEDI tool, managed by National Renewable Energy Laboratory (NREL, industry standards for projecting the number of jobs estimate 140 to 200 jobs during the construction phase and 5 to 10 jobs during the operational phase of the project. All persons employed through this project will be paid prevailing wages based on Lexington, Kentucky metrics. Project and labor elements of the development process will be compliant with federal regulations (2 CFR Part 200 and 2 CFR Part 1500) and EPA-specific

guidelines, including Davis Bacon and Related Acts (DBRA) requirements. Edelen Renewables will comply with DBRA and submit certified payroll reports/submissions on its own behalf and for any subcontractors. That submission will include a Signed Statement of Compliance.

Additionally, ER/SIS will work with training providers such as KY Career Center, Kentucky Workforce Innovation Board (KWIB), Kentucky Community and Technical College System (KCTCS) and local trade unions to recruit and source local subcontractors, create pathways to employment for local workers seeking to enter the solar construction workforce, provide on-the-job training as necessary in service to project outcomes, and ensure that any worker seeking an industry credential is able to earn one through a local provider so that the worker is equipped to earn prevailing wages, get necessary work experience, be more employable on future solar projects, and have the opportunity to earn a stackable credential that leads to upward economic mobility long term.

With close proximity to FCPS, the specialty programs at Locust Trace, and the new HILL program, as well as the BCTC campus, there is ample opportunity to engage the next generation of community leaders in this future-focused project.

CONCLUSION

The Edelen Renewables/Social Impact solar LLC team is well prepared to deliver the Haley Pike Solar Project to supply renewable energy to power the local energy grid, as per the ultimate qualification of transmission system capacity available to inform the final, confirmed scale of the project.

As proposed, the HPSP yields no expected negative impact to rate-payers and will deliver revenue to LFUCG alongside progress toward the Net Zero comprehensive plan goals for our community. Our team is highly qualified and locally invested in positive outcomes for LFUCG – and our offer terms are comprehensive and competitive. The ER/SIS team will welcome any feedback or questions you may have on the Project as proposed.

Haley Pike Solar Project

Appendix A
Tracker Spec Sheet #1: GameChange Genius Tracker 1P

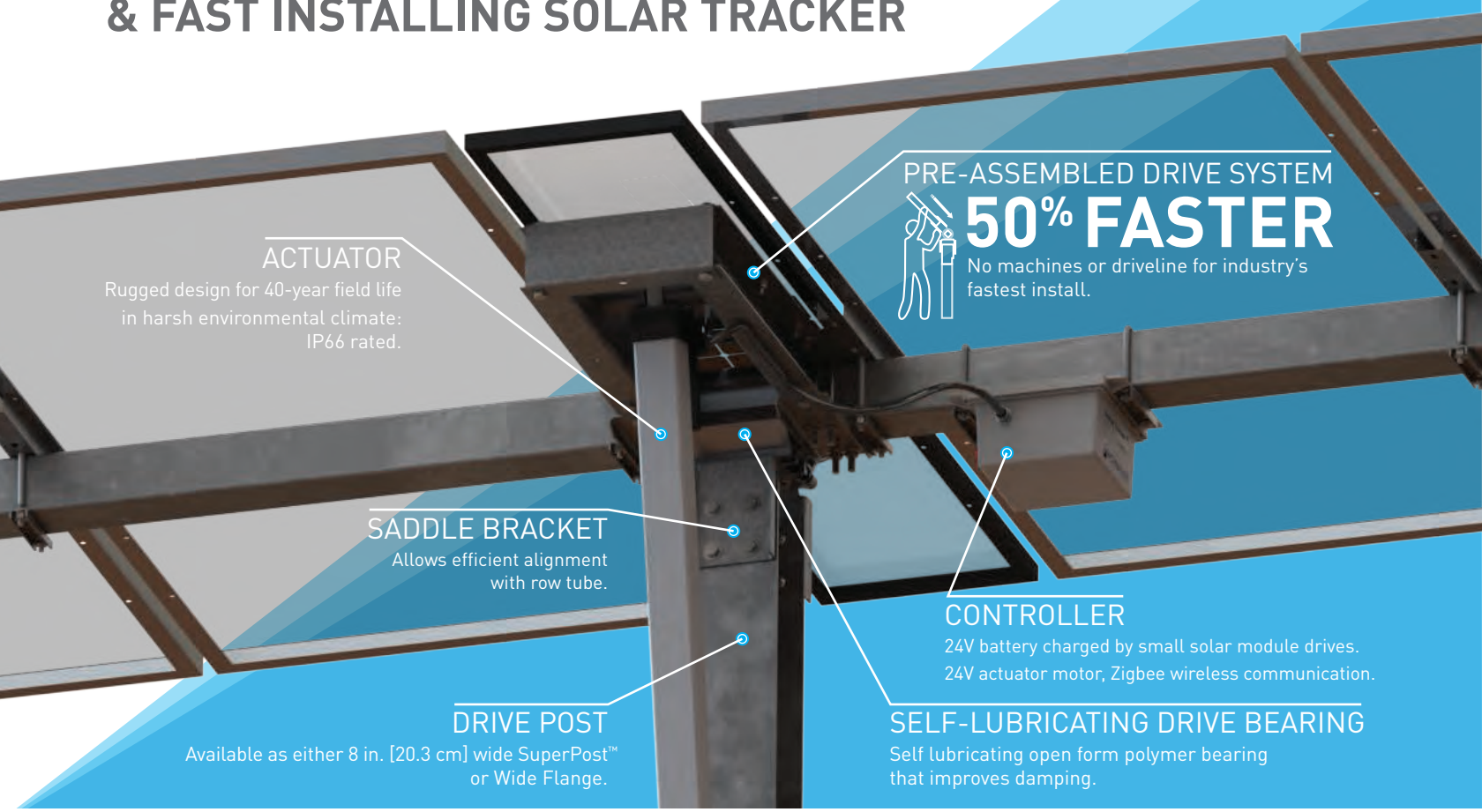
GAMECHANGE SOLAR
REPOWERING THE PLANET

OVER 29 GW SOLD
Global Innovation Leader for Trackers, Fixed Tilt & BOS

TECHNICAL DATASHEET

GENIUS TRACKER™ 1P

HIGH POWER PRODUCING & FAST INSTALLING SOLAR TRACKER



PRE-ASSEMBLED DRIVE SYSTEM
50% FASTER
No machines or driveline for industry's fastest install.

ACTUATOR
Rugged design for 40-year field life in harsh environmental climate: IP66 rated.

SADDLE BRACKET
Allows efficient alignment with row tube.

CONTROLLER
24V battery charged by small solar module drives. 24V actuator motor, Zigbee wireless communication.

DRIVE POST
Available as either 8 in. [20.3 cm] wide SuperPost™ or Wide Flange.

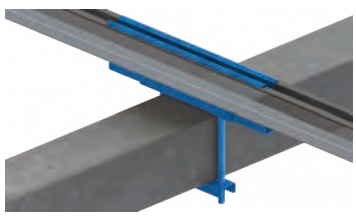
SELF-LUBRICATING DRIVE BEARING
Self lubricating open form polymer bearing that improves damping.

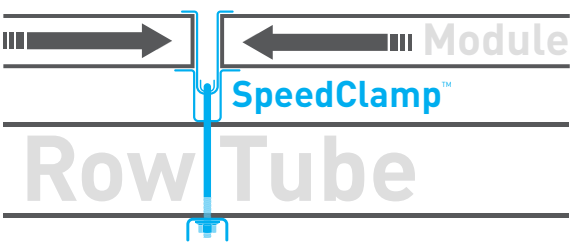
OWNER BENEFITS

UP TO **2% MORE POWER PRODUCTION**
RESULTS IN **HIGHER** KWH OUTPUT
based on project specifics

INSTALLER BENEFITS

200% FASTER INSTALL SPEED WITH **SPEEDCLAMP**™ THAN ANY OTHER TRACKER





GAMECHANGE SOLAR
REPOWERING THE PLANET

OVER 29 GW SOLD

Global Innovation Leader for Trackers, Fixed Tilt & BOS

OWNER BENEFITS

UP TO 2% MORE POWER PRODUCTION
Results In higher kWh output.

HIGHER MODULE DENSITY
Increased row spacing means more time facing the sun and less time running from the shade. Adds up to 5% more power production than competitors.

WEATHERSMART™
Proprietary algorithm optimizes tilt angle based on weather data to maximize power production. Adds up to 1.25% additional power production.

LOWEST O&M COST
Lowest grass cutting & module washing cost.

ZERO MAINTENANCE DRIVE SYSTEM

INSTALLER BENEFITS

FASTEST INSTALLING SYSTEM
Advanced design innovations & pre-assembled components.

SPEEDCLAMP™
Mounts modules with no mounting hardware, speeds module installation up to 200%.

PRE-ASSEMBLED DRIVE ARM
Can be lifted by one worker. No machine required. 50% faster than most competing systems.

PE STAMPED DRAWINGS
Design loads according to local building codes: ASCE 7, NBC, Eurocode, AS1170, IS 875.

PROPRIETARY INTEGRATED-HARDWARE™
Proprietary hardware allows for faster structure assembly, module mounting, and reduced O&M cost. Oversized Serrated Flange Nyloc Nut and Oversized Flange Star Bolt with integrated star washer eliminates the need for washers and star washers.

GameChange Solar

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Brimfield, MA, USA

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Modules	**Modules Supported**	Most commercially available modules, including frameless crystalline and thin film
Civil	**Slope Tolerance (N-S)**	7% standard, can go to 15% special order
	Slope Tolerance (E-W)	15%
	Tracker follows slope (Y/N)	Yes
Structural	**Drive Type**	Robust linear actuator stainless steel & aluminum
	Posts per MW	350-400/MW for 1 up portrait / 2 up landscape or 250-300/MW for 2 up portrait
	Design Wind Load	105 mph [46.9 m/s](Std) / 130 mph [58.1 m/s](Premium 1) / 160 mph [72 m/s](Premium 2)
	Snow Load	5 psf [.24 kPa](Std) / 20 psf [.96 kPa](Premium 1) / 40 psf [1.92 kPa](Premium 2) / 60 psf [2.87 kPa](Premium 3)
	Tracking Range (Std)	45°, 52°
	Tracking Range (Premium)	60°
	Post Sections	Wide Flange or Roll formed posts
	Coatings	G90/120/180 Pregalvanized, ZnMgAl, and HDG available
	Post Size (Interior) & (Exterior)	6 x 6 in. [15.24 x 15.24 cm] roll form shape or W6x7, W6x9, W6x12 or W6x15 wide flange
	Motor Foundation	6.5 x 8 in. [16.51 x 20.32 cm] roll form hat or W6x15 or larger wide flange
	Standard Embedment	5 - 7 ft. [1.52 - 2.13 m]
	Flood Plain Allowance	Up to 6 ft. [1.83 m]
Design	**Module Configuration**	1 or 2 up in portrait for crystalline & First Solar Series 6™, 2 up landscape or 1 or 2 up in portrait for Bifacial, 3 to 4 up landscape for First Solar Series 4™
	Length per Table	Up to 500 ft. [150 m]
	Module Attachment	SpeedClamp™ or bolts available for bottom mount frame modules or clamps for glass on glass modules
	Ground Coverage Ratio	0.25 to 0.65
	Rows per Drive	1 drive per tracker(table), distributed drive system
	Powering System	Onboard solar module with battery
	Ground Clearance To Module	18 - 48 in. [45.7 - 121.9 cm] typical
	Min / Max Ground to Top of Post	3'-8" [1.12 m] typical + 9 in. [22.86 cm] min. adjustment range
	Backtracking / Anti-shading	Yes, although can be turned off as requested (i.e. for FSLR modules)
	Temperature Range	-20° C (-40° C also available) + 48° C
	Electromagnetic Interference	Compliant with FCC guidelines/ Applicable sections EN 61000
Install	**Specialty Tools Required**	No
	Max Offload for Deliveries	As per customer requirement
Electrical	**Tracking Method**	Time and location based algorithm
	String Design	Compatible with any string size
	Cable Supports	Hole punching per customer requirement for nominal cost
	Linear Actuator Motor	24V DC UL Listed
	Parasitic Loss	0 amps
	Controller Box	Zigbee wireless communications, 24V solar module and battery
	Control System	Master to Node: Zigbee wireless communications Master to SCADA/DAS: Modbus TCP communications
	# of Motors	20 to 52 / MW depending on module wattage and loading conditions (35 for typical conditions)
	1000V System or 1500V System	Both
	Grounding Method	Tracker structure is part of grounding path per UL 2703
	UL Compliance	UL 2703 / UL 3703
	Ingress Protection	IP66 Actuator [NEMA 4 equivalent]
	# Anemometers	1 per 6 MW - 10 MW typical
	Monitoring System	Web portal interface available Compatible with all standard third party monitoring vendors
	Snow & Flood Sensors	Move modules to optimum location for weather events
	Backup Power	Solar module and battery providing integrated backup - 3 days
O&M	**Warranty**	5 year drive & control, 10 year structural standard, 10 /20 also available
Shipping	**Max load**	International - 18.5 to 22.5 metric tons per container USA - 45,000 lbs. [20,411 kg] per truckload, 5,000 lbs. [2,267 kg] maximum bundle size, 2,900 lbs. [1315.4 kg] or other maximum as requested by customers
	Shipping Containers or Flatbeds	Flat beds for structure, dry vans for hardware
	# Trucks or Containers per MWdc	4 typical for trucks, 5 typical for containers
Commissioning	**Backfeed required?**	No, generator for power as alternative

Rev. 3-31-2023

B

Haley Pike Solar Project

Appendix B
Fixed Rack Spec Sheet #2: GameChange Pour-in Place Ballasted Ground System

GAMECHANGE SOLAR
REPOWERING THE PLANET

OVER 10 GW SOLD
Global Leader for Fixed Tilt Structures & Trackers

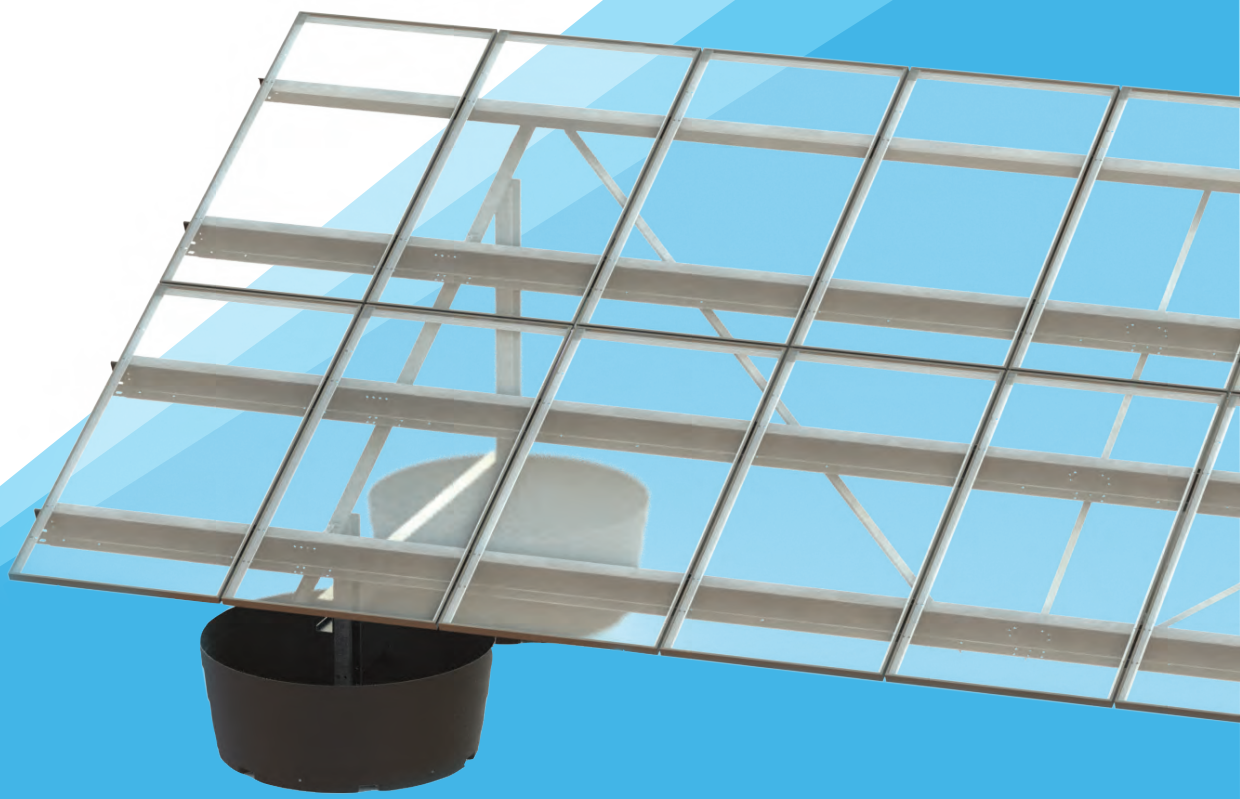
TECHNICAL DATASHEET

POUR-IN-PLACE™
BALLASTED GROUND SYSTEM
LANDFILL LEADER AND BEST SOLUTION FOR ROCKY SITES

PLACE
LEAVE BEHIND TUBS

BUILD
SELF LEVELING RACKING

POUR
STANDARD CONCRETE



WHY FIGHT ROCKY GROUND WITH POSTS OR SCREWS?

- 68% FASTER THAN PRECAST
- MINIMAL IMPACT ON DRAINAGE

POUR-IN-PLACE™ BALLASTED GROUND SYSTEM

- ✓ Complete your site on time and on budget
- ✓ Peace of mind with risk-free install
- ✓ Up to 20% lower install racking cost than screw or post systems

SCREW OR POST SYSTEMS

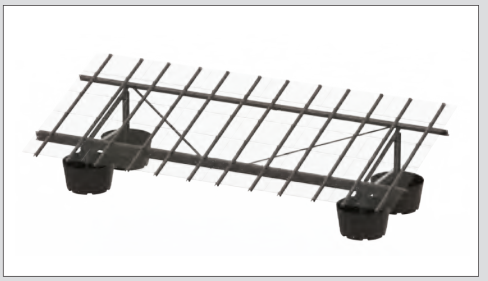
- ⊘ Slow drilling needed for every hole
- ⊘ Slow and uncertain install timeline and budget
- ⊘ Up to 25% higher install racking cost for screw or post systems

GAMECHANGE SOLAR
REPOWERING THE PLANET

OVER 10 GW SOLD

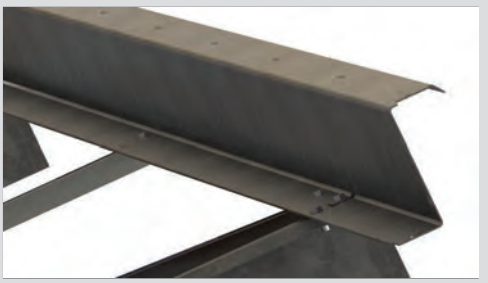
Global Leader for Fixed Tilt Structures & Trackers

Pour-in-Place™ Ballasted Ground System has self-leveling technology which enables fast install



Pour-in-Place™ thin film panel clamps mount using socket head bolts

Slots combine with rail support self-leveling technology enables up to 7" [18 cm] vertical adjustment



Galvanized purlins with integrated wire management tray

Large hoop-shaped brackets slide to enable over 7 " [18 cm] of vertical adjustment to facilitate install on ground sloping in all directions

FEATURES

- Pour-in-Place™ Ballasted Ground System: less concrete, faster install, steeper slopes
- Substantial adjustability allows for slopes up to 15%
- Self-leveling technology enables up to 7" [18 cm] total vertical adjustability including use of slots
- No gravel beds or other expensive ground preparations required for leveling as needed for precast - save up to USD 0.05/watt
- Up to 4'-0" [122 cm] high ground clearance to allow for snow and vegetation
- 10° to 35° tilt with multiple inter-row spacing options
- Full layout and engineering analysis for every project
- Integrated grounding and wire management

TEST & CERTIFICATION

- Wind tunnel tested by industry leader CPP and rated for 175 mph [78 m/s] wind speed
- Independent assessment by Black & Veatch
- Rated up to 90 psf [4,300 Pa] snow load
- ETL / UL 2703 tested (similar to the relevant sections of IEC 61215 & 61730)
- Meets IBC and ASCE standards for structural loading
- Warranty 20 years

CALCULATIONS

- PE Stamped Drawings - Design loads according to local building codes: ASCE 7, NBC, Eurocode, AS1170, GB 50009
- 100% code compliant designs for any jurisdiction
- Individual system structural calculations

MATERIAL

- Rail support structure components and module mounting rails: G90+ [20 µm] galvanized steel. Standard up to G180 [40 µm] special order.
- HMWPE forms
- Magnicoat bolts and serrated flange nuts for structural member connections
- Module mounting hardware - Top mount: module mounting clips & serrated flange nuts: magnicoat. Bottom mount: hex bolts, serrated flange nuts, star washers: magnicoat
- Integrated grounding with star bolts or teethed module clamps included - both approved under ETL / UL 2703, (similar to the relevant sections of IEC 61215 & 61730)
- Proprietary Integrated Hardware™: For faster structure assembly, module mounting and reduced O&M cost. Oversized Serrated Flange Nyloc Nut and Oversized Flange Star Bolt with integrated star washer eliminates the need for washers and star washers.

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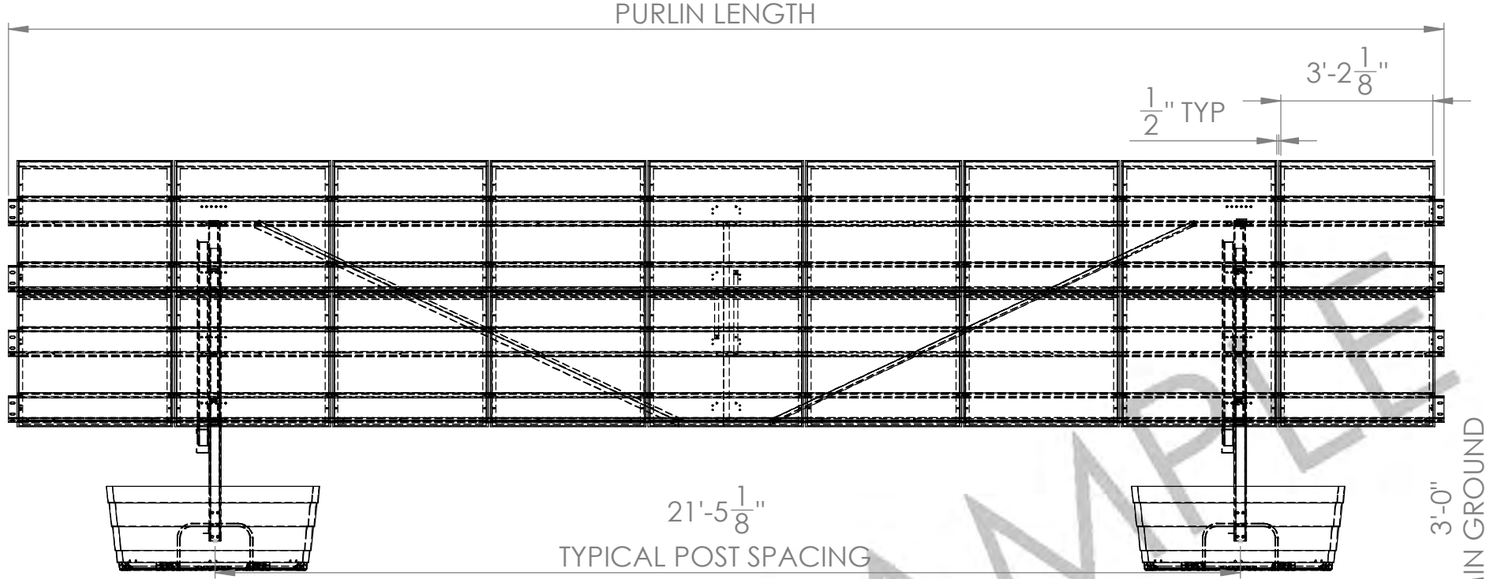
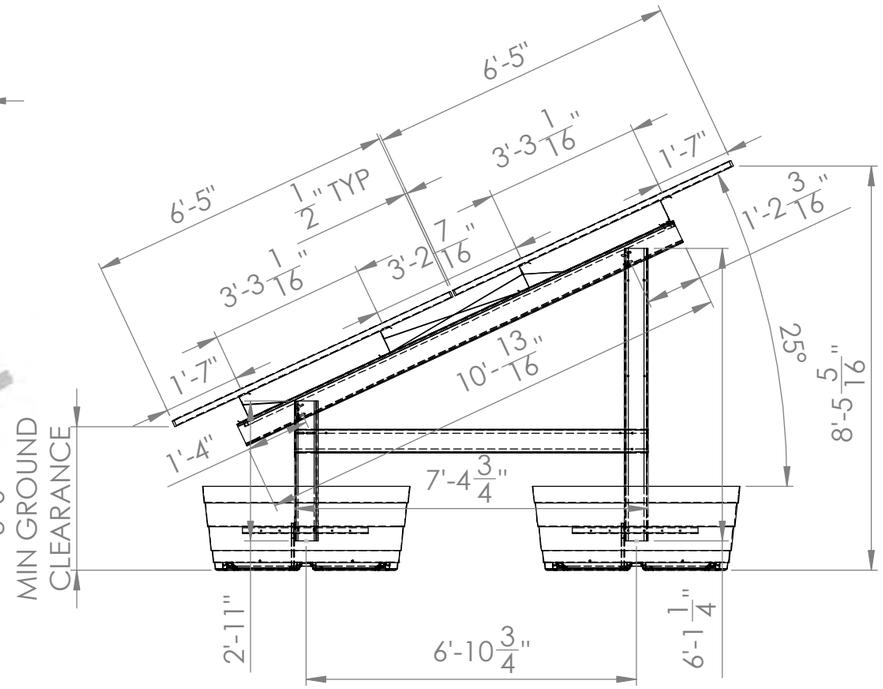
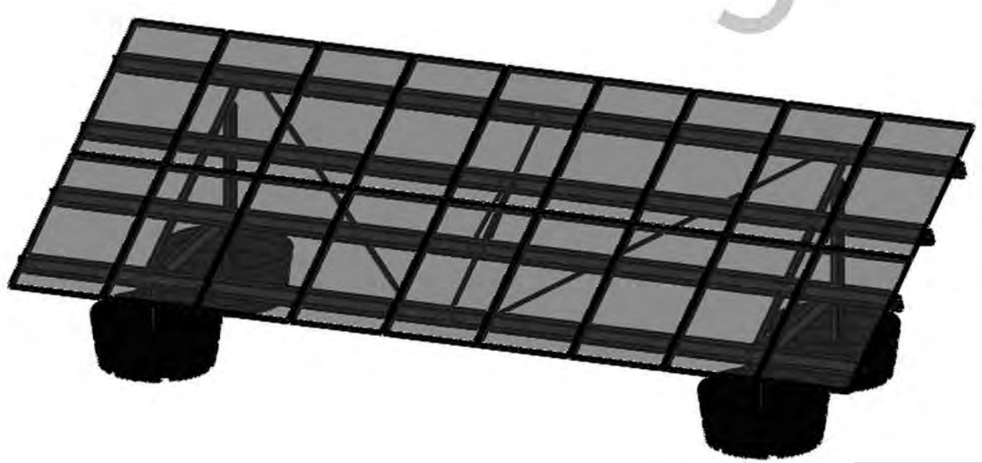
Haley Pike Solar Project

Appendix C
Fixed Rack: GameChange Pour-in-Place Ballasted Ground System Diagram







SAMPLE

PROPRIETARY AND CONFIDENTIAL
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NEXT ASSY	USED ON
APPLICATION	

UNLESS OTHERWISE SPECIFIED:
DIMENSIONS ARE IN INCHES
TOLERANCES:
FRACTIONAL ±1/64
ANGULAR: MACH ±1 BEND ±1
TWO PLACE DECIMAL ±.02
THREE PLACE DECIMAL ±.005
INTERPRET GEOMETRIC TOLERANCING PER:
MATERIAL
FINISH
DO NOT SCALE DRAWING

	NAME	DATE
DRAWN		
CHECKED		
ENG APPR.		
MFG APPR.		
Q.A.		

COMMENTS:

GAMECHANGE SOLAR
REPOWERING THE PLANET

TITLE:
Sample GC
Pour-in-Place™
Ballasted Ground

SIZE	DWG. NO.	REV
B	GCPIPS	

SCALE: 1:38 | WEIGHT: | SHEET 1 OF 1

Haley Pike Solar Project

Appendix D
Inverter Spec Sheet: SMA Medium Voltage Power Station

Medium Voltage Power Station

4000-S2-US / 4200-S2-US / 4400-S2-US / 4600-S2-US

Turnkey solution for PV, storage and PV plus storage power plants

SMA OptiCool

Robust
- Complete station is UL 1741-listed* for higher safety and lower risk
- Station and all individual components type-tested for maximum reliability
- Optimally suited to extreme ambient conditions with galvanized base frame

Simple Integration
- Plug and play concept
- Completely pre-assembled for easy set-up and commissioning

Cost-Effective
- Fully integrated transformer and switchgear simplifies logistics
- Minimum O&M requirements create lowest cost of ownership

Flexible
- One product for all markets and applications
- Ideally suited for PV applications, PV plus storage (DC coupled) and storage applications (AC coupled)

With the power of the SMA's robust central inverters, the Sunny Central UP or Sunny Central Storage UP, and with perfectly integrated medium-voltage components, the Medium Voltage Power Station (MVPS) offers high power density in a turnkey solution available worldwide.

The solution is the ideal choice for next-generation PV power plants and battery-storage power plants operating at 1500 VDC. Delivered pre-configured on a 20-foot container-integrated skid, the solution is easy to transport and quick to commission. The UL 1741-listed* MVPS combines rigorous plant safety with maximum energy yield and minimized operating risk.

*All individual components are UL or IEEE listed. When specified with Siemens switchgear, the complete platform is UL listed.

MEDIUM VOLTAGE POWER STATION
4000-S2-US / 4200-S2-US

Technical Data	MVPS 4000-S2-US	MVPS 4200-S2-US
Input (DC)		
Available inverters	1 x SC 4000 UP-US or 1 x SCS 3450 UP-US or 1 x SCS 3450 UP-XT-US	1 x SC 4200 UP-US or 1 x SCS 3600 UP-US or 1 x SCS 3600 UP-XT-US
Max. input voltage	1500 V	1500 V
Number of DC inputs	dependent on the selected inverter	
Integrated zone monitoring	○	
Output (AC) on the medium-voltage side		
Rated power with SC-UP-US (at -25°C to +35°C / 40°C optional 50°C)[1]	4000 kVA / 3600 kVA	4200 kVA / 3780 kVA
Rated power with SCS-UP-US (at -25°C to +25°C / 40°C optional 50°C)[1]	3450 kVA / 2930 kVA	3620 kVA / 3075 kVA
Charging power with SCS-UP-XT-US (at -25°C to + 25°C / 40°C optional 50°C)[1]	3590 kVA/3000 kVA	3770 kVA / 3150 kVA
Discharging power with SCS-UP-XT-US (at -25°C to + 25°C / 40°C optional 50°C)[1]	4000 kVA / 3400 kVA	4200 kVA / 3570 kVA
Typical nominal AC voltages	12 kV to 34.5 kV	12 kV to 34.5 kV
AC power frequency	50 Hz / 60 Hz	50 Hz / 60 Hz
Transformer vector group Dy11 / YNd11 / YNy0	● / ○ / ○	● / ○ / ○
Transformer cooling methods	KNAN[2]	KNAN[2]
Transformer efficiency: Standard / Eco Design 1 / Eco Design 2	● / ○ / ○	● / ○ / ○
Max. total harmonic distortion	< 3%	
Reactive power feed-in (up to 60% of nominal power)	○	
Inverter efficiency		
Max. efficiency[3] / European efficiency[3] / CEC weighted efficiency[4]	98.7% / 98.6% / 98.5%	
Protective devices		
Input-side disconnection point	DC load-break switch	
Output-side disconnection point	Medium-voltage vacuum circuit breaker	
DC overvoltage protection	Surge arrester type I	
Galvanic isolation	●	
Internal arc classification medium-voltage control room (according to IEC 62271-202)	IAC A 25 kA 1 s	
General data		
Dimensions equal to 20-foot HC shipping container (W / H / D)	6058 mm / 2896 mm / 2438 mm	
Weight	< 18 t	
Self-consumption (max. / partial load / average)[1]	< 8.1 kW / < 1.8 kW / < 2.0 kW	
Self-consumption (stand-by)[1]	< 370 W	
Environment: standard / harsh / harsh+	● / ○ / ○	
Maximum permissible value for relative humidity (condensing / non-condensing)	95% to 100% (2 month per year) / 0% to 95%	
Max. operating altitude above mean sea level 1000 m / 2000 m	● / ○	
Fresh air consumption of inverter	6500 m³/h	
Features		
DC terminal	Terminal lug	
AC connection	Outer-cone angle plug	
Station enclosure color	RAL 7004	
Transformer for external loads: without / 10 / 20 / 30 / 40 / 50 / 60 kVA	● / ○ / ○ / ○ / ○ / ○ / ○	
Fuses for external transformers: without / 120 kVA / 180 kVA	● / ○ / ○	
Medium-voltage switchgear: without / 1 panel / 3 panels / 600 A / 800 A 2 cable feeders with load-break switch, 1 transformer feeder with circuit breaker, internal arc classification IAC A FL 25 kA 1s, partly with UL or ETL Listing	● / ○ / ○ / ○ / ○	
Short circuit rating medium voltage switchgear (20 kA 1 s / 20 kA 3 s / 25 kA 1 s)	● / ○ / ○	
Integrated oil containment: without / with	● / ○	
Industry standards (for other standards see the inverter datasheet)	IEC 60076, IEC 62271-200, IEC 62271-202, EN50588-1 IEEE 1547-2018[5], IEEE C37.100.1, IEEE C57.12, C37.20.9, UL 1741 listed[6], CSC Certificate, UL 347	
● Standard features ○ Optional features – Not available		
Type designation	MVPS-4000-S2-US	MVPS-4200-S2-US

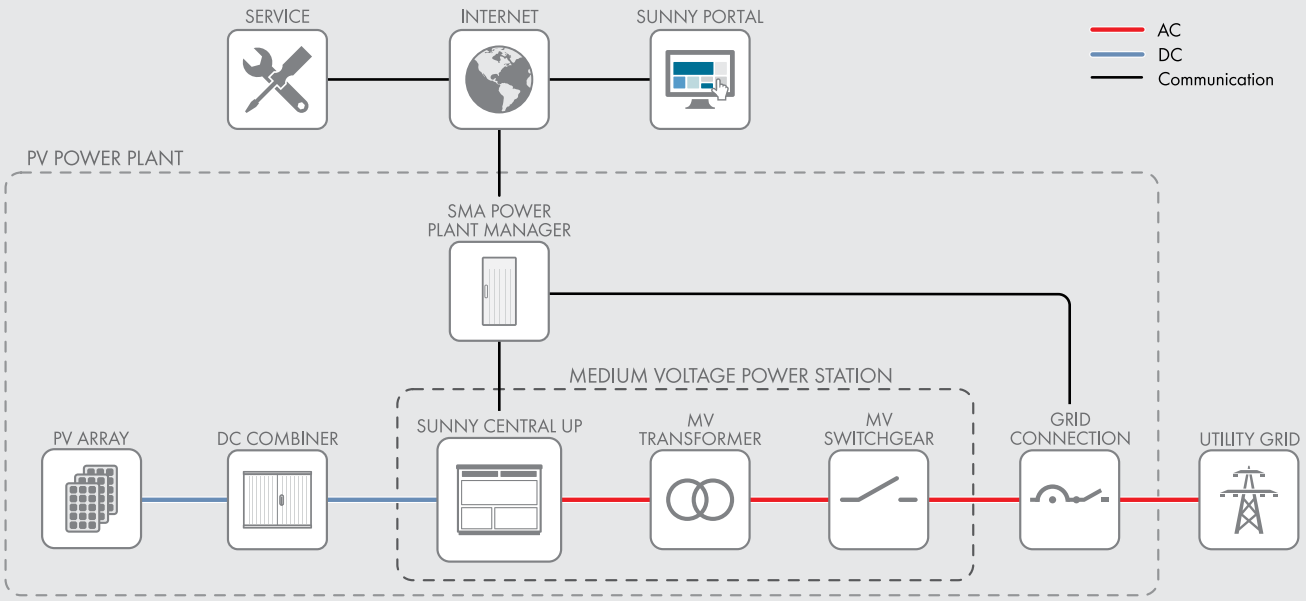
1) Data based on inverter. Further details can be found in the data sheet of the inverter. Cold weather -37° is an option.
2) KNAN = Natural ester fluid with natural air cooling
3) For SCS UP-S, for other efficiency values check specific inverter datasheet
4) Efficiency measured at inverter with internal power supply
5) Harmonics are within IEEE 1547-2018 limits with at least two inverters in operation.
6) UL listing of the MVPS skid requires UL listed medium voltage switchgear
* Preliminary

MEDIUM VOLTAGE POWER STATION 4400-S2-US / 4600-S2-US

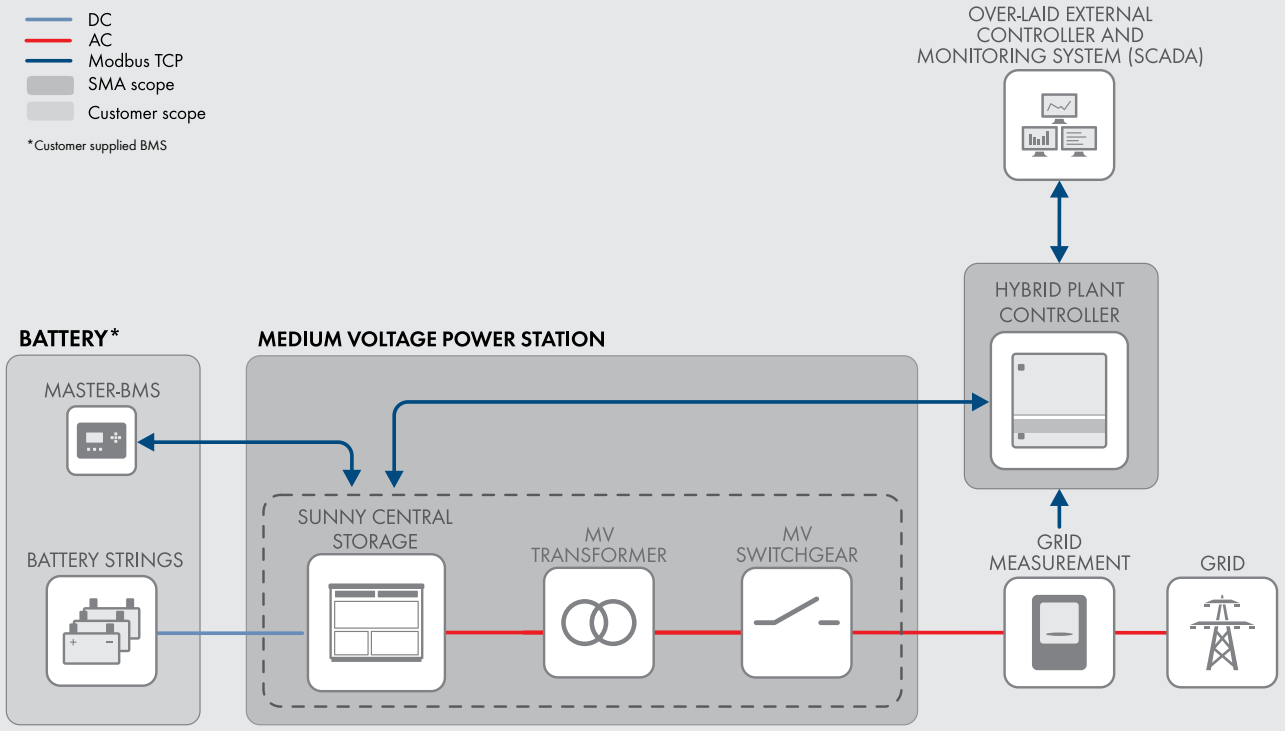
Technical Data	MVPS 4400-S2-US	MVPS 4600-S2-US
Input (DC)		
Available inverters	1 x SC 4400 UP-US or 1 x SCS 3800 UP-US or 1 x SCS 3800 UP-XT-US or 1 x SCS 4400 UP-S-US	1 x SC 4600 UP-US or 1 x SCS 3950 UP-US or 1 x SCS 3950 UP-XT-US or 1 x SCS 4600 UP-S-US
Max. input voltage	1500 V	1500 V
Number of DC inputs	dependent on the selected inverter	
Integrated zone monitoring	○	
Output (AC) on the medium-voltage side		
Rated power with SC-UP-US (at -25°C to +35°C / 40°C optional 50°C)[1]	4400 kVA / 3960 kVA	4600 kVA / 4140 kVA
Rated power with SCS-UP-US (at -25°C to +25°C / 40°C optional 50°C)[1]	3800 kVA / 3230 kVA	3960 kVA / 3365 kVA
Charging power with SCS-UP-XT-US (at -25°C to + 25°C / 40°C optional 50°C)[1]	3950 kVA / 3300 kVA	4130 kVA / 3455 kVA
Discharging power with SCS-UP-XT-US (at -25°C to + 25°C / 40°C optional 50°C)[1]	4400 kVA / 3740 kVA	4600 kVA / 3910 kVA
Rated power with SCS UP-S-US (from -25°C to +35°C / 40°C; optional 50°C)[1]	4400 kVA / 3960 kVA*	4600 kVA / 4140 kVA*
Typical nominal AC voltages	12 kV to 34.5 kV	
AC power frequency	50 Hz / 60 Hz	
Transformer vector group Dy11 / YNd11 / YNy0	● / ○ / ○	
Transformer cooling methods	KNAN[2]	
Transformer efficiency: Standard / Eco Design 1 / Eco Design 2	● / ○ / ○	
Max. total harmonic distortion	< 3%	
Reactive power feed-in (up to 60% of nominal power)	○	
Inverter efficiency		
Max. efficiency[3] / European efficiency[3] / CEC weighted efficiency[4]	98.7% / 98.6% / 98.5%	
Max. efficiency of SCS-UP-S-US[3]	99.2%	
Protective devices		
Input-side disconnection point	DC load-break switch	
Output-side disconnection point	Medium-voltage vacuum circuit breaker	
DC overvoltage protection	Surge arrester type I	
Galvanic isolation	●	
Internal arc classification medium-voltage control room (according to IEC 62271-202)	IAC A 25 kA 1 s	
General data		
Dimensions equal to 20-foot HC shipping container (W / H / D)	6058 mm / 2896 mm / 2438 mm	
Weight	< 18 t	
Self-consumption (max. / partial load / average)[1]	< 8.1 kW / < 1.8 kW / < 2.0 kW	
Self-consumption (stand-by)[1]	< 370 W	
Environment: standard / harsh / harsh+	● / ○ / ○	
Maximum permissible value for relative humidity (condensing / non-condensing)	95% to 100% (2 month per year) / 0% to 95%	
Max. operating altitude above mean sea level 1000 m / 2000 m	● / ○	
Fresh air consumption of inverter	6500 m³/h	
Features		
DC terminal	Terminal lug	
AC connection	Outer-cone angle plug	
Station enclosure color	RAL 7004	
Transformer for external loads: without / 10 / 20 / 30 / 40 / 50 / 60 kVA	● / ○ / ○ / ○ / ○ / ○ / ○	
Fuses for external transformers: without / 120 kVA / 180 kVA	● / ○ / ○	
Medium-voltage switchgear: without / 1 panel / 600 A / 800 A 2 cable feeders with load-break switch, 1 transformer feeder with circuit breaker, internal arc classification IAC A FL 25 kA 1s, partly with UL or ETL Listing	● / ○ / ○ / ○ / ○	
Short circuit rating medium voltage switchgear (20 kA 1 s / 20 kA 3 s / 25 kA 1 s)	● / ○ / ○	
Integrated oil containment: without / with	● / ○	
Industry standards (for other standards see the inverter datasheet)	IEC 60076, IEC 62271-200, IEC 62271-202, EN50588-1 IEEE 1547-2018[5], IEEE C37.100.1, IEEE C57.12, C37.20.9, UL 1741 listed[6], CSC Certificate, UL 347	
● Standard features ○ Optional features – Not available Last revised: 08/2025		
Type designation	MVPS-4400-S2-US	MVPS-4600-S2-US

1) Data based on inverter. Further details can be found in the data sheet of the inverter. Cold weather -37° is an option.
2) KNAN = Natural ester fluid with natural air cooling
3) Efficiency measured at inverter without internal power supply
4) Efficiency measured at inverter with internal power supply
5) Harmonics are within IEEE 1547-2018 limits with at least two inverters in operation.
6) UL listing of the MVPS skid requires UL listed medium voltage switchgear
* Preliminary

PV system diagram



Storage system diagram



MVPS-S2-SC4.04.6-UPUSDS-en-30 All products and services described and all technical data are subject to change, even for reasons of country-specific deviations, at any time without notice. SMA assumes no liability for typographical or other errors. For current information, please see www.SMA-Solar.com.

Haley Pike Solar Project

Appendix E
Landfill Cap Transportation and Laydown Protective Measures (examples)

Landfill Cap Transportation and Laydown Protective Measures

Example: Light hauling eqpt with floatation tires.

Equipment to be lifted onto capped areas via crane.

Example: ground protection mats for laydown and staging areas etc.

Haley Pike Solar Project

Appendix F
Water Quality Management Fee Calculations

Appendix F: Water Quality Management Fee Calculations

Water Quality Management Fee Calculation

	Number of panels	Panel size Sq Ft	Total Unadjusted Sq Ft	Area Adjustment %	Total Adjusted Sq Ft	Equivalent Residential Unit (ERU)	Rate	Total Monthly Rate	Total Annual Rate	Acres	Fee/Acre/Year
Trackers	63,560	33.5	2,129,260	46.95%	999,642	399.86	$ 4.32	$ 1,727	$20,729	219	$ 94.65
Fixed	40,223	33.5	1,347,471	81.92%	1,103,783	441.51	$ 4.32	$ 1,907	$22,888	138	$ 165.86
									$43,617	**357**	**$ 122.18** **Average fee per acre**

Tilt Calculation

	Storage at 0 Degrees	Maximum Tilt During Day	Minimum Tilt During Day	Max in Radians	Min in Radians	% Coverage Max Tilt (+)	% Coverage Max Tilt (-)	Average Tilt	Total Adjusted Area %
Trackers	50%	35	-35	0.611	-0.611	82%	82%	94%	46.95%

		Tilt	Tilt in Radians	% Coverage	
Fixed	0%	35	0.611	0.819	Total Adjusted Area % 81.92%

Panel Type Acreage Calculation

	Number of panels	Panel size sq. ft.	Acres leased for panels
	103,783	33.5	357

		Percentage of Total Panels	Acres per Panel Type
Trackers	63,560	61.24%	219
Fixed	40,223	38.76%	138
	103,783		357

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0122-26

File ID:	0122-26	**Type:**	Agenda Item	**Status:**	Agenda Ready
Version:	1	**Contract #:**		**In Control:**	Emergency Management
				File Created:	02/09/2026
File Name:	ELEP			**Final Action:**	

Title: Authorization to execute an annual agreement with iconectiv, LLC, a sole source provider, for the Division of E911 to access iconectiv's database of phone numbers and corresponding carriers utilized by the 911 system nationwide, which is managed under contract with the FCC, at a cost of $6,000. Funds are budgeted. (L0122-26) (Patton/Armstrong)

Notes:

Sponsors:

Enactment Date:

Attachments: Memo - iconnective 2026, iconectiv Sole Source 2026, Lexington Division of Enhanced 911_ELEP_Service_Agreement_Renewal_V5_2026, 122-26 iconectiv 4898-7401-1280 v.1.doc

Enactment Number:

Deed #:

Hearing Date:

Drafter:

Effective Date:

History of Legislative File

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

Text of Legislative File 0122-26

Title

Authorization to execute an annual agreement with iconectiv, LLC, a sole source provider, for the Division of E911 to access iconectiv's database of phone numbers and corresponding carriers utilized by the 911 system nationwide, which is managed under contract with the FCC, at a cost of $6,000. Funds are budgeted. (L0122-26) (Patton/Armstrong)

Summary

Authorization to execute an annual agreement with iconectiv, LLC, a sole source provider, for the Division of E911 to access iconectiv's database of phone numbers and corresponding carriers utilized by the 911 system nationwide, which is managed under

contract with the FCC, at a cost of $6,000. Funds are budgeted. (L0122-26) (Patton/Armstrong)

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-Split funded

Account Number: 4205-505602-5621-77802 - $4,000
4204-505602-5622-77802 - $2,000

This Fiscal Year Impact: $6,000

Annual Impact: $6,000

Project:

Activity:

Budget Reference:

Current Balance: 4205-505602-5621-77802 - $4,000
4204-505602-5622-77802 - $5,000

MAYOR LINDA GORTON

LEXINGTON

JONELLE PATTON
DIRECTOR
ENHANCED 911

TO: Major Linda Gorton
Urban County Council Members

FROM: Jonelle Patton, Director
Lexington Enhanced 911

DATE: February 9, 2026

SUBJECT: Enhanced Law Enforcement Platform (ELEP) Service Agreement & Sole Source Renewal.

Why are you requesting? On behalf of the FCC, iconectiv, LLC maintains the only database of phone numbers and corresponding carriers utilized by the 911 system nationwide. The agreement with Iconectiv does not have an automatic renewal clause, thus it must be renewed annually.

Request:

The Division of Enhanced 911 is requesting a resolution authorizing the Mayor to approve an annual renewal agreement with iconectiv, LLC, which allows this agency to access the Number Portability Administration Center covering the Regional Bell Operating Companies US Service Areas for the purpose of determining which telephone company a phone number is affiliated with. Iconectiv maintains the ELEP telephone portability service for the Federal Communications Commission (FCC) under an exclusive agreement (Sole Source Form attached). The FCC portability law allows customers to keep their landline, wireless and VoIP telephone number when changing carriers and/or location. However, when location and carrier information is missing from call data presented to 911, this service identifies the carrier and landline location associated with the number used to dial 911. This service helps maintain the accuracy of the 911 database for Lexington and 29 counties in the Lexington owned Central Kentucky 911 Network. The term of the annual renewal is March 2026 to March 2027.

What are the costs in this budget year and future budget years?
$6,000 annually

Are the funds budgeted? Yes, split-funded in the following accounts:
4205-505602-5621-77802 @ $4,000 & 4204-505602-5622-77802 @ $2,000

File Number: 122-26

115 Cisco Rd, Lexington, KY 40504 / 859.280.8200 Phone

MAYOR LINDA GORTON

LEXINGTON

JONELLE PATTON
DIRECTOR
ENHANCED 911

115 Cisco Rd, Lexington, KY 40504 / 859.280.8200 Phone

JUSTIFICATION FOR SOLE SOURCE CERTIFICATION

Sole Source Purchases are defined clearly, based upon a legitimate need, and are limited to a single supplier. Sole source purchases are normally not allowed except when based upon strong technological grounds such as operational compatibility with existing equipment and related parts or upon a clearly unique and/or cost effective feature requirement. The use of sole source purchases must be justified and shall be limited only to those specific instances in which compatibility or technical performance needs are being satisfied.

Sole Source Services are defined as a service provider providing technical expertise of such a unique nature that the service provider is clearly and justifiably the only practicable source available to provide the service. The justification shall be based on the uniqueness of the service, sole availability at the location required, or warranty or defect correction service obligations of the service provider.

This form must be filled out for the request to purchase any good or non-professional service that requires a competitive procurement process (informal quotes ($1001-$10,000), formal quotes ($10,001 - $19,999.99), or formal bid ($20,000 or more) as defined in the LFUCG's Purchasing Manual. This form must be completed in its entirety and attached to the purchase requisition.

Note: Sole Source Purchase requests for goods exceeding $20,000 will require approval by the Urban County Council by submitting an Administrative Review Form. A copy of this form must be signed off by Central Purchasing and attached to the Administrative Review Form.

Requesting Division

Name Jonelle Patton Division/Dept Enhanced 911

Phone 859-280-8200 Email jpatton@lexington911.ky,gov

Type of Purchase: ☐ Goods/Materials/Equipment ☑ Services

Cost: $6,000

Sole Source Request for the Purchase of: Services to access iconectiv number portability access center, which is managed under contract with the Federal Communications Commission.

☐ One Time Purchase ☑ To Establish Sole Source Provider Contract (subject to annual review and approval by Central Purchasing and/or Urban County Council)

Vendor Information

Business Name iconectiv, LLC

Contact Name Angela Seredocha, Senior Operations Center Manager-Acct

Address 100 Somerset Corporate Blvd, Bridgewater, NJ 08807

Phone 732-699-4889 Email aseredocha@iconectiv.com

STATEMENT OF NEED: (Add additional pages as needed)

JUSTIFICATION FOR SOLE SOURCE CERTIFICATION

My division/department's recommendation for sole source is based upon an objective review of the product/service required and appears to be in the best interest of the LFUCG. I know of no conflict of interest on my part, and I have no personal involvement in any way with this request. No gratuities, favors, or compromising actions have taken place. Neither has my personal familiarity with particular brands, types of equipment, materials, persons or firms been a deciding influence on my request to sole source this purchase when there are other known suppliers to exist.

1. **Describe the product or service and list the necessary features this product provides that are not available from any other option.**

iconectiv is the sole vendor under contract with the Federal Communications Commission to manage telephone number (landline, wireless and VoIP) portability between carriers. E911 accesses the database to resolve issues when calls to 911 do not present location information and carrier information as they should Generally, failure of a number to "port" between carriers is teh root cause. iconectv serves as the sole clearinghouse in the USA for telephone portability and dispute resolution.

2. **Below are eligible reasons for sole source. Check one and describe.**

☑ Licensed or patented product or service. No other vendor provides this. Warranty or defect correction service obligations to the consultant. Describe why it is mandatory to use this licensed or patented product or service.

☐ Existing LFUCG equipment, inventory, custom-built information system, custom-built data inventory system, or similar products or programs. Describe. If product is off-the-shelf, list efforts to find other vendors (i.e. web site search, contacting the manufacturer to see if other dealers are available to service this region, etc.)

☑ Uniqueness of the service. Describe.

As noted in the agreement, iconectiv is under contract with the FCC to serve as the sole vendor to provide this service in teh USA.

☐ The LFUCG has established a standard for this manufacturer, supplier, or provider and there is only one vendor. Attach documentation from manufacturer to confirm that only one dealer provides the product.

☐ Factory-authorized warranty service available only from this single dealer. Sole availability at the location required. Describe.

☐ Used item with bargain price (describe what a new item would cost). Describe.

☐ Other – The above reasons are the most common and established causes for an eligible sole source. If you have a different reason, please describe:

-

JUSTIFICATION FOR SOLE SOURCE CERTIFICATION

3. **Describe efforts to find other vendors or consultants (i.e. phone inquires, web site search, contacting the manufacturer to see if other dealers are available to service region, etc.).**

A web search revealed that the FCC has contracted with iconectiv as the neutral sole source for maintaining the national telephone number registry that facilitates portability of telephone numbers in compliance with the Federal Telecommunications Act of 1996. E911 centers nationwide access the database when they encounter issues with data missing with a 911 call, such as location or carrier.

4. **How was the price offered determined to be fair and reasonable?**
(Explain what the basis was for comparison and include cost analyses as applicable.)

Pricing is consistent with the number of queries E911 makes annually of the iconectiv database, which is up to 25,000. iconectiv charges the same amount for all 911 centers in teh nation based on the number of queries made against their database. E911 selected teh cost band that is consistent with its current use.

5. **Describe any cost savings realized or costs avoided by acquiring the goods/services from this supplier.**

Due to the unique nature of the service contracted by the FCC, there is no room for either cost savings or cost avoidance. iconectiv is the only firm in the USA that E911 centers can use for telephone portability resear which is necessary to maintain the local database of locations, addresses and carriers that each incoming 911 call "dips" into that provides information to the 911 operator.

iconectiv®

RENEWAL TO ELEP SERVICE AGREEMENT

Contract Number: ONB0015585

This renewal to ELEP Service Agreement (**"Renewal"**) is effective the **4** day of **March** 20**26** (the **"Effective Date"**) by and between iconectiv, LLC, a Delaware corporation with a principal place of business at 100 Somerset Corporate Boulevard, Bridgewater, NJ 08807 USA, (**"iconectiv"**) and Lexington-Fayette Urban County Government on behalf of the Division of Enhanced 911, a Public Safety Answering Point principally located at 115 Cisco Road, Lexington, KY 40504 (**"Customer"**). As used herein, "Party" or "Parties" may refer to Customer or iconectiv, individually or collectively.

RECITALS

WHEREAS, iconectiv and Customer have executed an ELEP Service Agreement dated 10/26/2017 (the **"Agreement"**) for the provision of Enhanced Law Enforcement Platform **("ELEP")** Services; and

WHEREAS, iconectiv and Customer wish to renew the Agreement for an additional one (1) year period, as set forth in this Renewal; and

NOW THEREFORE, for and in consideration of the premises and mutual promises and covenants contains herein, the Parties hereby agree to renew the Agreement as follows:

1. DEFINITIONS

All capitalized terms and phrases used in this Renewal shall have the meanings set forth herein. Capitalized terms that are not defined herein shall be interpreted in the context in which they are used in the Agreement and shall have such meaning for purposes of this Renewal.

2. TERM

This Renewal shall take effect on the Effective Date specified above and shall continue in full force and effect for a period of one (1) year from the Effective Date. The Renewal Effective Date shall mean the Effective Date of this Renewal. In order to receive the Service after the expiration of the Renewal, Customer will be required to continue to qualify as an LEA, as a PSAP Provider, or as an Authorized Supporting Organization, and execute a new ELEP Service Agreement or new Renewal to the Agreement.

3. PRICING

Customer agrees to pay iconectiv the fees set forth in this Renewal on an annual basis (the **"Annual Fee"**). Payment in full of the Annual Fee for the selected subscription level listed in the table below shall allow Customer to access the Service provided under the Agreement. If Customer exceeds the maximum transactions at the selected subscription level, Customer will be charged an incremental fee for each additional transaction as set forth in the table below, based upon the subscription level selected starting in the month that the maximum level is exceeded. For purposes of the Agreement and this Renewal, a "Transaction" shall mean the processing by iconectiv of a telephone number submitted to the ELEP; a single telephone number submitted by Customer to ELEP and processed by iconectiv is one (1) Transaction.

ICONECTIV AND CUSTOMER CONFIDENTIAL - RESTRICTED ACCES
This document and the confidential information it contains shall be distributed, routed or made available solely to authorized persons having a need to know within iconectiv and CUSTOMER, except with written permission of iconectiv.

Please indicate the subscription level selected for the Term by placing an "X" in the column next to corresponding subscription level.

Subscription Level	Subscription Level	Transaction Band	Annual Fee	Incremental Fee Per
Brass		0 to 2,500	$950	$1.00
Bronze		0 to 5,000	$1,500	$1.00
Silver	x	0 to 25,000	$6,000	$1.00
Gold		0 to 200,000	$12,000	$1.00
Platinum		Unlimited	$95,000	N/A

If Customer does not select a Subscription Level from the above table due to anticipated low Transaction activity, Customer must select the following Per Transaction Fee subscription level. The Per Transaction Fee subscription level requires advance payment of a minimum, non-refundable, Two Hundred Dollar ($200.00) Fee to cover the first two hundred (200) Transactions. Thereafter, any Transactions after the first two hundred (200) Transactions will be billed One Dollar ($1.00) per Transaction, in arrears, in the last month of the Term.

Per Transaction	Select		$1.00/Transaction

4. BILLING AGENTS

If Customer wishes to use a third party agent to directly receive from iconectiv and remit payment to iconectiv for Customer invoices and all amounts that may be due under the Agreement (the "Billing Agent"), then Customer must send to iconectiv a signed letter of agency that identifies and appoints the Billing Agent for purposes of directly receiving from iconectiv and remit payment to iconectiv for Customer invoices and all amounts that may be due under the Agreement and this Renewal. For the avoidance of doubt, Customer's appointment of a Billing Agent shall not relieve Customer of its payment obligations under the Agreement and this Renewal and Customer shall remain responsible for the payment of all amounts due under the Agreement and this Renewal, unless otherwise provided by applicable law. Customer may revoke Billing Agent's appointment at any time by providing iconectiv with thirty (30) days prior written notice of such revocation.

5. CONNECTIVITY CHARGES

iconectiv will make ELEP Service available via Virtual Private Network (VPN) connectivity. The iconectiv Enhanced Law Enforcement Platform (ELEP) service was designed as a highly available system with two geographically separated datacenters where users are required to connect via a VPN with a separate redundant IPSEC tunnel to each center. The charge per VPN connectivity pair equals One Thousand Eight Hundred Dollars ($1800) per year. Customer must indicate its selection to either accept or decline VPN connectivity by checking the appropriate box below, and indicating the number of VPN pairs requested. Customer must indicate the number of VPNs.

VPN Connectivity	Accept	Decline	Number of VPN Pairs
Selection			

6. ENTIRE AGREEMENT

Except as specifically modified herein, all the provisions of the Agreement entered into with respect thereto, shall remain unaltered and in full force and effect in accordance with their terms. This Renewal sets forth the entire understanding between the Parties with regard to the subject matter hereof and supersedes any prior or contemporaneous agreement, discussions, negotiations or representations between the Parties, whether written or oral, with respect thereto. This Renewal and the Agreement may not be amended except to the extent agreed to by the Parties and documented in a written amendment executed by both Parties.

Each Party agrees that electronic or scanned signatures of the Parties to this Agreement are intended to authenticate this writing and to have the same force and effect as original signatures.

By checking the box below and typing my name I am certifying that: (a) I have read this Renewal, (b) I accept all terms and conditions set forth herein on behalf of the agency or company I represent, as of the Effective Date, (c) I am duly authorized to execute this Renewal, and (d) my typed name below on the signature line represents my electronic signature.

☐ **Lexington-Fayette Urban County Government on behalf of the Division of Enhanced 911 confirmation of electronic signature**

☐ **iconectiv, LLC confirmation of electronic signature**

Lexington-Fayette Urban County Government on behalf of the Division of Enhanced 911	**iconectiv, LLC**
By:	By:
Signature	Signature
Name:	Name:
Title:	Title:
Date:	Date:

RESOLUTION NO. ____-2026

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT WITH ICONECTIV, LLC., FOR A DATABASE AT A COST NOT TO EXCEED $6,000.00.

_____
_

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

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute the Agreement, which is attached hereto and incorporated herein by reference, with Iconectiv, LLC., for a database.

Section 2 - That an amount, not to exceed the sum of $6,000.00, be and hereby is approved for payment to Iconectiv, LLC, $4,000.00 from account #4205-505602-77802 and $2,000.00 from account #4204-505602-77802.

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
0122-26:MRS: 4898-7401-1280, v. 1

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0127-26

File ID:	0127-26	**Type:**	Agenda Item	**Status:**	Agenda Ready
Version:	1	**Contract #:**		**In Control:**	Parks and Recreation
				File Created:	02/10/2026
File Name:	EKU Clinical/Practical Internship Agreement			**Final Action:**	

Title: Authorization to execute an internship agreement with Eastern Kentucky University for internships within the Division of Parks and Recreation. Example internships include trail maintenance, land management, and public program implementation in LFUCG natural areas. Other internships include working with program delivery for Therapeutic Recreation. No budgetary impact. (L0127-26)(Conrad/Ford)

Notes:

Sponsors:

Enactment Date:

Attachments: Blue Sheet Memo_EKU_Internships_2026 - Revised - Signed, EKU Letter regarding Clinical-Practical Internship Agreement, EKU Clinical-Practical Internship Agreement, EKU - Certificate of Liability Insurance for Internship Agreement

Enactment Number:

Deed #:

Hearing Date:

Drafter: Roger Daman

Effective Date:

History of Legislative File

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

Text of Legislative File 0127-26

Title

Authorization to execute an internship agreement with Eastern Kentucky University for internships within the Division of Parks and Recreation. Example internships include trail maintenance, land management, and public program implementation in LFUCG natural areas. Other internships include working with program delivery for Therapeutic Recreation. No budgetary impact. (L0127-26)(Conrad/Ford)

Summary

Authorization to execute an internship agreement with Eastern Kentucky University for internships within the Division of Parks and Recreation. Example internships include trail

maintenance, land management, and public program implementation in LFUCG natural areas. Other internships include working with program delivery for Therapeutic Recreation. No budgetary impact. (L0127-26)(Conrad/Ford)

Budgetary Implications [select]: No
Advance Document Review:

Law: Yes, Completed by Ella Helmuth, 1/20/2026

Risk Management: No

Fully Budgeted [select]: N/A
Account Number: N/A
This Fiscal Year Impact: $0
Annual Impact: $0
Project:
Activity:
Budget Reference:
Current Balance:

LINDA GORTON
MAYOR

LEXINGTON

MONICA CONRAD
DIRECTOR
PARKS & RECREATION

MEMORANDUM

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

FROM: **Monica Conrad, Director**
Parks and Recreation

RE: **Eastern Kentucky University/LFUCG Internship Agreement**

DATE: **February 18, 2026**

Request

This is a request for Council approval of an internship agreement between Eastern Kentucky University and the Lexington-Fayette Urban County Government. Examples of Parks and Recreation internships include students working at Raven Run or McConnell Springs learning about and assisting with trail maintenance and land management, as well as public program implementation. For Therapeutic Recreation programming, interns work directly with staff and participants to support program delivery in safe and meaningful ways. The agreement is subject to review by the parties annually and shall continue unless one of the parties gives 30 days written notice to terminate the agreement.

Why are you requesting?

EKU needs an updated agreement for interns who work with LFUCG.

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

The cost for this FY is: $0

The cost for future FY is: $0

Are the funds budgeted? n/a

The funds are budgeted or a budget amendment is in process: n/a

Account numbers: n/a

File Number: 0127-26

Director/Commissioner: Conrad/Ford

EASTERN KENTUCKY UNIVERSITY

Serving Kentuckians Since 1906

College of Health Sciences
Office of the Dean
www.health.eku.edu

January 22, 2026

Jennifer Hubbard
LFUCG Parks and Recreation
545 N. Upper St.
Lexington, KY 40508
Attention: Jennifer Hubbard

Dear Ms. Hubbard:

Attached hereto is the CLINICAL/PRACTICAL EDUCATION AGREEMENT for your approval and signature, or by the properly designated and authorized person(s). Please retain an executed copy on file and return an executed copy to me via email.

The College of Health Sciences must have on file a signed CLINICAL/PRACTICAL EDUCATION AGREEMENT with each facility, agency, or organization with whom we place students or have students using the facility as part of their educational experiences.

Enclosed is a copy of the Liability Insurance Policy, which covers students in the College of Health Sciences during their clinical/practical experience. The limits of liability on this insurance policy are 2,000,000/4,000,000.

If you have any questions, please feel free to call Christi Isaacs, at (859) 622-7954. Thank you for your cooperation and assistance.

Sincerely,

Michael Ballard,
Interim Dean,
College of Health
Sciences

Enclosures
/ci

FIELD PLACEMENT EDUCATION AGREEMENT

between

Eastern Kentucky University
College of Health Sciences
Richmond, Kentucky

and

Lexington-Fayette Urban County Government (LFUCG)

This agreement is between the **College of Health Sciences, Eastern Kentucky University**, 203 Rowlett Building, 521 Lancaster Avenue, Richmond, KY 40475-3102, hereinafter referred to as "College" **and Lexington-Fayette Urban County Government (LFUCG)** 200 E. Main Street, Lexington, Kentucky 40507 hereinafter referred to as "Facility."

WITNESSETH

WHEREAS it is understood that the participating parties are authorized to enter into cooperative agreements for the purpose of providing supplementary instructional activities, professional laboratory experience, and student-teacher field experiences.

WHEREAS under this agreement, College and Facility will cooperate in the conduct of educational activities to provide an internship experience for college students, including as described below.

WHEREAS the parties recognize that EKU is an agency of the state and as such is vested with sovereign immunity, and nothing in this agreement shall be construed as a waiver of such immunity.

COLLEGE AND FACILITY JOINTLY AGREE THAT:

1. There will be no discrimination against a student or faculty member because of race, color, creed, gender, religion, age, national origin or disability in any aspect of this program.

2. College and Facility agree that all arrangements in reference to this program shall be governed and consistent with policies of the Facility, as well as those of the College.

3. The determination of the number of students who will participate in the program, the dates of the program, and the length of the program shall be a joint decision based on available staff, space, and necessary learning experiences in the Facility.

4. In the event of an accident or incident which might involve legal liability on the part of a student or Facility employee, each party will submit to the other an incident or accident report to the appropriate department of EKU or appropriate

department of the Facility.

5. There will be on-going, open communication between College and Facility to insure understanding of the expectations and roles of both parties in providing practical field experience and education for students.

    a. The College shall designate one (1) representative to serve as a liaison between it and the Facility.

6. Each will remain responsible for the acts of their respective employees and agents.

7. There shall be no monetary consideration paid by either party to the other, it being acknowledged that the program provided hereunder is mutually beneficial.

8. The parties shall cooperate in administering this program in a manner which will tend to maximize the mutual benefits.

COLLEGE AGREES TO:

1. Maintain university accreditation by the Southern Association of Colleges. EKU and individual programs shall seek and maintain approval and/or accreditation by appropriate program approving bodies.

2. Apply all regulations, policies and procedures of the Facility to students and faculty engaged in the educational program.

3. Carry professional liability insurance for itself, agents, officers, and employees in the amount of One Million Dollars ($1,000,000) per claim and Three Million Dollars ($3,000,000) in the aggregate per policy year.

4. Indemnify Facility, to the extent permitted by law, from any and all liability, loss or damage that Facility may suffer resulting from the acts or omissions of EKU's employees or agents acting within the scope of their duties under this agreement.

    a. This agreement is entered into with the mutual understanding and agreement that Kentucky law does not permit indemnification, except as provided under KRS 45A.225, et seq.

THE FACILITY AGREES TO:

1. Retain responsibility for client/customer care, the organization, administration, staffing, operating, and financing of its services and the maintenance of standards accepted for efficient management by the appropriate accrediting body, and operated in accordance with applicable state and federal law.

2. Cancel the field experience of any student whose performance is unsatisfactory, whose professional behavior interferes with the development of client services within the Facility, whose health is a detriment to the student's successful completion of the program, or who violates the established rules and regulations.

a. In such an event, the Facility will notify the appropriate EKU department as soon as possible.

3. Disseminate the established rules and regulations to the participating students.

4. Coordinate so that all programs may have maximum benefit of learning experiences, where multiple educational programs exist.

5. Be responsible for informing personnel regarding the rights and privileges of the EKU students.

6. Make available to students, if applicable, the use of its food services, conference rooms, dressing rooms, and library/resource room as available and as required by the educational program and without charge except for food consumed by the participants.

7. Provide necessary personal protective equipment for caregivers to comply with the CDC Universal Precautions and the OSHA Bloodborne Pathogens Standard regulations, if required.

8. Acknowledge that students participating in the College of Health Sciences are members of the Facility's "workforce," as that term is defined under the Health Insurance Portability and Accountability Act ("HIPAA") Privacy Rules at 45.

a. As members of Facility's workforce for purposes of HIPAA, students participating in the Affiliation Program will be subject to the Facility's HIPAA policies and procedures. The parties further acknowledge that the Confidentiality of Alcohol and Drug Abuse Patient Records, 42 C.F.R. Part 2, applies to this Agreement.

FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT (FERPA)

TO THE EXTENT the parties must exchange FERPA-protected information pursuant to this agreement, each agrees that it is a "School Official" (as that term is used in FERPA) with a "legitimate educational interest" in any information that is protected by FERPA, and, therefore, agrees that it will comply with all obligations that FERPA imposes on a "School Official." Each party will use the information only for the purposes of fulfilling its duties and responsibilities under this Agreement.

TO THE EXTENT either party receives Personal Information from the other as defined by an in accordance with Kentucky's Personal Information Security and Breach Investigation Procedures and Practices Act, KRS 61.931, 61.932, 61.933 ("the Act"), the receiving party shall secure and protect the Personal Information by, without limitation:

1. Complying with all requirements applicable to non-affiliated third parties set forth in the Act;

2. Utilizing security and breach investigation procedures that are appropriate to the nature of the Personal Information disclosed, at least as stringent as the sending party's procedures, and reasonably designed to protect the Personal Information from unauthorized access, use, modification, disclosure, manipulation, or destruction;

3. Notifying the sending party of a security breach relating to Personal Information in the possession of the receiving party or its agents or subcontractors within seventy-two (72) hours of discovery of an actual or suspected breach, unless an exception set forth in KRS 61.932 applies and recipient abides by the requirements set forth in in that exception;

4. Cooperating with the sending party in complying with the response, mitigation, correction, investigation, and notification requirements of the Act;

5. Paying all costs of notification, investigation, and mitigation in the event of a security breach of Personal Information suffered by the receiving party; and

6. Handling, at the sending party's discretion and direction, all administrative functions associated with notification, investigation, and mitigation.

GENERAL

GOVERNING LAW: This agreement and the transactions contemplated hereby shall be enforced in accordance with the laws of Kentucky without regard to the conflict of law provisions thereof. Jurisdiction and venue for litigation of any dispute, controversy or claim arising out of or in connection with this Agreement shall be only in a United States federal court or a state court having subject matter jurisdiction located in Kentucky. Each of the parties hereby expressly submits to the personal jurisdiction of the foregoing courts located in Kentucky, and waives any objection or defense based on personal jurisdiction or venue that might otherwise be asserted to proceedings in such courts.

DATE OF EFFECTIVENESS: This Agreement shall become effective on the 20th day of January 2026 and shall remain in full force and effect until terminated.

TERMINATION: This Agreement shall be subject to review by the parties annually and shall continue thereafter, provided, however, that either party shall have the right to terminate this agreement upon 30 days written notice to the other. All students enrolled in the program (i.e. Field Experience) at the time of notice to terminate this Agreement is given shall be permitted to complete the program. Termination shall occur only at the end of the semester term.

MODIFICATION: This Agreement may be modified by mutual agreement of the parties. It is understood that this working arrangement will be interdependent.

HEADINGS: The headings in this Agreement are intended only for ease of reference and shall not be considered in the construction or interpretation of the Agreement.

This Agreement contains the entire agreement between the parties and

supersedes all prior understandings and agreements, oral or written, relating thereto.

IN TESTIMONY WHEREOF, witness the duly authorized signatures of the parties hereto to the original:

Lexington-Fayette Urban County Government (LFUCG)	Eastern Kentucky University College of Health Sciences
_____	By: Mike Ballard
MAYOR	Title: Interim Dean, College of Health Sciences
Date: _____	Date: 01-22-26

4922-0304-6280, v. 1

Client#: 649392 EASTEKENTU2

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/27/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Angie Gantenbein	
Marsh & McLennan Agency LLC 360 East Vine Street, Ste 200 Lexington, KY 40507 859 254-8023	PHONE (A/C, No, Ext): 859-244-7682	FAX (A/C, No):
	E-MAIL ADDRESS: Angie.Gantenbein@MarshMMA.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Evanston Insurance Company	35378
INSURED Eastern Kentucky University 424 Lancaster Avenue; Adams House Risk Management and Insurance Richmond, KY 40475-3102	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N / A						E.L. EACH ACCIDENT	$
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$
A	Specified Medical Professions Professional Liab			MKLV3PSM003190	07/01/2025	07/01/2026	$2,000,000/$4,000,000 $5,000 Deductible 8/15/2007 Retro Date	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

SPECIFIED MEDICAL PROFESSIONS PROFESSIONAL LIABILITY
"LIMITS SHOWN BELOW ARE APPLICABLE TO VIRGINIA ONLY"
Insurer: A
Policy Number: MKLV7PSM000347
Policy Term 07/01/2025 - 07/01/2026
(See Attached Descriptions)

CERTIFICATE HOLDER

*FOR INFORMATION PURPOSES ONLY

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Chris P. Barnett

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DESCRIPTIONS (Continued from Page 1)

EACH CLAIM: $2,700,000
AGGREGATE: $8,100,000
EACH CLAIM DEDUCTIBLE: $5,000
RE: Allied Healthcare School/Training Professional Services including Telehealth Services where legally permitted, any student or former student in a training program in connection with the Named Insured's Professional Services solely while acting within the scope of his/her duties as such and at the Named Insured's direction is an insured.

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0132-26

File ID:	0132-26	**Type:**	Agenda Item	**Status:**	Agenda Ready
Version:	2	**Contract #:**		**In Control:**	Grants and Special Programs
				File Created:	02/11/2026
File Name:	Request Council authorization to execute Professional Services Agreements with Taylor Martin to serve as Sexual Assault Nurse Examiner on an "on-call" basis. The funds budgeted in SANE_2026 are for the purpose of paying contractual nurses for on-call dut			**Final Action:**	

Title: Authorization to execute a Professional Services Agreement with Taylor Martin to serve as Sexual Assault Nurse Examiners on an "on-call" basis for a term of Feb. 6, 2026 - Dec. 31, 2026. At a cost of $96,667. Funds are budgeted. (L0132-26)(Weathers/Armstrong)

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	26- Blue Sheet SANE Agreement, Taylor Martin Agreement - Unsigned	**Enactment Number:**	
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:

Text of Legislative File 0132-26

Title

Authorization to execute a Professional Services Agreement with Taylor Martin to serve as Sexual Assault Nurse Examiners on an "on-call" basis for a term of Feb. 6, 2026 - Dec. 31, 2026. At a cost of $96,667. Funds are budgeted. (L0132-26)(Weathers/Armstrong)

Summary

Authorization to execute a Professional Services Agreement with Taylor Martin to serve as Sexual Assault Nurse Examiners on an "on-call" basis for a term of Feb. 6, 2026 - Dec. 31, 2026. At a cost of $96,667. Funds are budgeted. (L0132-26)(Weathers/Armstrong)
Budgetary Implications: Yes

Advance Document Review:

Law: Yes, Completed by Michael Sanner, 2/10/2026

Risk Management: N/A

Fully Budgeted: Yes

Account Number: 3140-505506-5561-71299 $81,667

3140-505506-5561-71217 $15,000

This Fiscal Year Impact: up to $96,667

Annual Impact: $0

Project: SANE_2026 and SANE3_2026

Activity: FED_GRANT and STA_GRANT

Budget Reference: 2026

Current Balance: fully budgeted

MAYOR LINDA GORTON

LEXINGTON

THERESA REYNOLDS
DIRECTOR
GRANTS & SPECIAL PROGRAMS

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

FROM: **THERESA REYNOLDS, DIRECTOR**
DIVISION OF GRANTS AND SPECIAL PROGRAMS

DATE: **FEBRUARY 10, 2026**

SUBJECT: **Professional Services Agreement: Sexual Assault Nurse Examiner Program for Fiscal Year 2026**

Request: Council authorization to execute Professional Services Agreements with Taylor Martin to serve as Sexual Assault Nurse Examiner on an "on-call" basis. The funds budgeted in SANE_2026 are for the purpose of paying contractual nurses for on-call duty and court appearances. The funds budgeted for SANE3_2026 are for payment of nurses for forensic examinations. These funds come from the state's Crime Victims Compensation Board.

This Professional Service Agreement will have a term from February 6, 2026 – December 31, 2026. Future term years are dependent on available grant funds. Professional Service Agreement terms are effective until terminated by LFUCG or SANE Contract 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 continuation funding (Violence Against Women Act) from the Kentucky Justice Cabinet for the operation of a Sexual Assault Nurse Examiner program. The purpose of this program is to improve the collection of forensic evidence in sexual assault cases and to provide the victims of sexual assault more humane treatment during the investigation. Ultimately, higher rates of reporting will occur along with higher rates of prosecution and conviction. The Kentucky Crime Victims' Compensation Fund also provides financial support for forensic examinations. An approved element of the grant-funded project is contracting with certified Sexual Assault Nurse Examiners (S.A.N.E.s) to serve on call twenty-four hours a day to respond to calls for examinations at Saint Joseph Hospital. The Professional Services Agreement is for the period of February 6, 2026 through December 31, 2026.

What is the cost in this budget year and future budget years? $96,667 is established for FY26 for contracted S.A.N.E. professionals. No additional costs are anticipated in future budget years.

Are the funds budgeted? Yes, 3140-505506-5561-71299 SANE_2026 FED_GRANT 2026 and 3140-505506-5561-71217 SANE3_2026 STA_GRANT 2026

File Number: 0132-26

Director/Commissioner: Weathers/Armstrong

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT, made and entered into on the 6th day of February 2026, by Taylor Martin, 420 W. 2nd Street Apt. 3 Lexington KY, 40507 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 (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 Sexual Assault Nurse Examiner Program;

WHEREAS, the Government seeks qualified Sexual Assault Nurse Examiners willing to serve on an "on-call" basis for the performance of forensic examinations;

WHEREAS, the Contractor has been selected as an independent contractor for the performance of forensic examinations;

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 $72.00 for each scheduled "on-call" period. An "on- call period" is defined as any period agreed to by both the Contractor and the Government in which the Contractor may be called to perform a forensic examination. Payment shall be made within 30 days of invoice.

2. Government agrees to pay Contractor at the rate of $450.00, for each completed forensic examination. Payment shall be made within 30 days of invoice.

3. In the event that Contractor responds to the hospital for the performance of a forensic examination, but is unable to complete the exam because the victim withdraws consent prior to starting of exam, Government agrees to pay the Contractor at the rate of $100.00.

4. 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.

5. Government agrees to pay Contractor for performance of Suspect Evidence Collection Examinations in the amount of $200.00 per examination.

6. Government agrees to pay Contractor for performance of strangulation assessments in the amount of $250.00 per assessment.

7. 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 "on-call" availability weekly and to otherwise consult with the Government's Sexual Assault Nurse Examiner Manager to establish the Contractor's on-call periods based on the Contractor's availability and the Government's needs.

2. The Government's Sexual Assault Nurse Examiner Manager shall assist in the Contractor's performance of forensic examinations until the parties have determined the Contractor has established sufficient competency.

3. Contractor agrees to respond to a page within ten minutes and to report to the Saint Joseph Health System emergency room within a reasonable amount of time after receiving a page.

4. Contractor agrees to conduct forensic examinations of sexual assault victims, including but not necessarily limited to collection and preservation of evidence, in compliance with all relevant policies, procedures, and protocols, including, but not limited to, those of the Saint Joseph Health System, the Kentucky Board of Nursing, and the International Association of Forensic Nurses.

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 shall not be paid for time spent in meetings with police and prosecutors.

6. Contractor agrees to maintain medical liability insurance, throughout the term of the Agreement, in the principal amount of not less than One Million ($1,000,000) Dollars per occurrence and Four Million ($4,00,000) 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.

7. Contractor agrees to maintain throughout the term of this Agreement current Kentucky Registered Nurse License (unrestricted) and current credentials issued by the Kentucky Board of Nursing as a Sexual Assault Nurse Examiner. Such memberships, credentials, and

licensures shall be at the expense of the Contractor. Evidence of license and memberships shall be provided to the Government.

8. Contractor agrees to attend a monthly meeting at the Government's Division of Police and complete one conference per year in the field of forensics, all at Contractor's expense.

9. Contractor agrees to submit invoices to the Government for all services at least once per month, no later than the fifth day of the following month.

10. 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 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 she performed examinations for the three-year period at no additional cost.

11. Contractor agrees to comply with the Government's Blood Borne Pathogen Occupational Exposure Policies. Contractor acknowledges that she will be fully responsible for any medical care or expenses related to an occupational exposure.

SECTION III

GENERAL CONDITIONS

1. This Agreement shall be effective from February 6, 2026, through December 31, 2026.

2. This Agreement may be terminated by either party for any reason upon thirty (30) days written 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 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 her knowledge and belief, that 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 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 statues 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.

[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: _____
Taylor Martin

Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0133-26

File ID:	0133-26	**Type:**	Agenda Item	**Status:**	Agenda Ready
Version:	1	**Contract #:**		**In Control:**	Fire and Emergency Services
				File Created:	02/11/2026
File Name:	Zoll Sole Source 2026			**Final Action:**	

Title: Authorization to purchase cardiac monitors from ZOLL, a sole source provider, to replace the monitors that are needed this cycle. To maintain the replacement cycle, the division annually budgets to replace three to four monitors along with ancillary equipment. At a cost of $73,500.00. Funds are budgeted. (L0133-26) (Wells/Armstrong)

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	Zoll sole source Blue sheet Memo_022026, Zoll Sole Source_022026	**Enactment Number:**	
Deed #:		**Hearing Date:**	
Drafter:	Tammy James	**Effective Date:**	

History of Legislative File

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

Text of Legislative File 0133-26

Title

Authorization to purchase cardiac monitors from ZOLL, a sole source provider, to replace the monitors that are needed this cycle. To maintain the replacement cycle, the division annually budgets to replace three to four monitors along with ancillary equipment. At a cost of $73,500.00. Funds are budgeted. (L0133-26) (Wells/Armstrong)

Summary

Authorization to purchase cardiac monitors from ZOLL, a sole source provider, to replace the monitors that are needed this cycle. To maintain the replacement cycle, the division annually budgets to replace three to four monitors along with ancillary equipment. At a cost of $73,500.00. Funds are budgeted. (L0133-26) (Wells/Armstrong)

Budgetary Implications: Yes

Advance Document Review:

Law: No

Risk Management: No

Fully Budgeted: Yes

Account Number 2616 505702 5712 96709

This Fiscal Year Impact: $73,500.00

Annual Impact:

Project: PSFI_EQUIP_FY26

Activity: EQUIP_EMS

Budget Reference: 2026

Current Balance: $73,936.82

MAYOR LINDA GORTON

LEXINGTON

Jason G. Wells
Fire Chief

TO: Mayor Linda Gorton
Urban County Council

FROM: Jason G. Wells, Fire Chief

DATE: February 11, 2026

SUBJECT: Establish ZOLL as a sole source provider

Request: The Division of Fire and Emergency Services requests council authorization to establish ZOLL as a sole source provider for the cardiac monitors the division purchases and to purchase the monitors that are needing replaced this cycle. ZOLL has been the standard equipment provider for the Division of Fire for decades. Zoll is the manufacturer of cardiac monitors and the only supplier.

The department needs this action completed because the cardiac monitors have a recommended life cycle. To maintain the replacement cycle, the division budgets annually to replace three to four monitors along with ancillary equipment. Making ZOLL a sole source will increase the pricing discount they give the division.

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

The cost for this FY is not to exceed $73,500.00

Are the funds budgeted?

- *YES* -

Accounting String: FY26 2616 505702 5712 96709

File Number:

Director/Commissioner: Wells/Armstrong

LEXINGTON

JUSTIFICATION FOR SOLE SOURCE CERTIFICATION

Sole Source Purchases are defined clearly, based upon a legitimate need, and are limited to a single supplier. Sole source purchases are normally not allowed except when based upon strong technological grounds such as operational compatibility with existing equipment and related parts or upon a clearly unique and/or cost effective feature requirement. The use of sole source purchases must be justified and shall be limited only to those specific instances in which compatibility or technical performance needs are being satisfied.

Sole Source Services are defined as a service provider providing technical expertise of such a unique nature that the service provider is clearly and justifiably the only practicable source available to provide the service. The justification shall be based on the uniqueness of the service, sole availability at the location required, or warranty or defect correction service obligations of the service provider.

This form must be filled out for the request to purchase any good or non-professional service that requires a competitive procurement process (informal quotes ($2,499-$10,000), formal quotes ($10,001 - $29,999.99), or formal bid ($30,000 or more) as defined in the LFUCG's Purchasing Manual. This form must be completed in its entirety and attached to the purchase requisition.

Note: Sole Source Purchase requests for goods exceeding $30,000 will require approval by the Urban County Council by submitting an Administrative Review Form. A copy of this form must be signed off by Central Purchasing and attached to the Administrative Review Form.

Requesting Division

Name Edward Crews Division/Dept Fire

Phone 859 231-5644 Email crewse@lexingtonky.gov

Type of Purchase: ( ) Goods/Materials/Equipment ( ) Services

Cost: _____

Sole Source Request for the Purchase of: _____

Heart Monitors and AED's inclduing accessories

☐ One Time Purchase ■ To Establish Sole Source Provider Contract
(subject to annual review and approval by Central Purchasing and/or Urban County Council)

Vendor Information

Business Name Zoll Medical

Contact Name Halie Evans

Address 269 Mill Rd, Chelmsford MA 01824

Phone 18003489011 Email Hevans@zoll.com

STATEMENT OF NEED: (Add additional pages as needed)

LEXINGTON

JUSTIFICATION FOR SOLE SOURCE CERTIFICATION

My division/department's recommendation for sole source is based upon an objective review of the product/service required and appears to be in the best interest of the LFUCG. I know of no conflict of interest on my part, and I have no personal involvement in any way with this request. No gratuities, favors, or compromising actions have taken place. Neither has my personal familiarity with particular brands, types of equipment, materials, persons or firms been a deciding influence on my request to sole source this purchase when there are other known suppliers to exist.

1. **Describe the product or service and list the necessary features this product provides that are not available from any other option.**

Zoll Monitors are the issued cardiac moniotrs for the Lexington Fire Dept. and have been in use for over twenty years. All personnel are trained in their use. Zoll is the only cardiac monitor with some of the specs and features we use.

2. **Below are eligible reasons for sole source. Check one and describe.**

☒ Licensed or patented product or service. No other vendor provides this. Warranty or defect correction service obligations to the consultant. Describe why it is mandatory to use this licensed or patented product or service.

☒ Existing LFUCG equipment, inventory, custom-built information system, custom-built data inventory system, or similar products or programs. Describe. If product is off-the-shelf, list efforts to find other vendors (i.e. web site search, contacting the manufacturer to see if other dealers are available to service this region, etc.)

☐ Uniqueness of the service. Describe.

☐ The LFUCG has established a standard for this manufacturer, supplier, or provider and there is only one vendor. Attach documentation from manufacturer to confirm that only one dealer provides the product.

☐ Factory-authorized warranty service available only from this single dealer. Sole availability at the location required. Describe.

☐ Used item with bargain price (describe what a new item would cost). Describe.

☐ Other – The above reasons are the most common and established causes for an eligible sole source. If you have a different reason, please describe:

-

LEXINGTON

JUSTIFICATION FOR SOLE SOURCE CERTIFICATION

3. **Describe efforts to find other vendors or consultants (i.e. phone inquires, web site search, contacting the manufacturer to see if other dealers are available to service region, etc.).**

No other vendors offers this configuration of heart monitor

4. **How was the price offered determined to be fair and reasonable?**
(Explain what the basis was for comparison and include cost analyses as applicable.)

Price is quoted with a significant discount.

5. **Describe any cost savings realized or costs avoided by acquiring the goods/services from this supplier.**

Price includes trade in of monitors that are no longer FDA approved.

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0135-26

File ID:	0135-26	**Type:**	Agenda Item	**Status:**	Agenda Ready
Version:	1	**Contract #:**		**In Control:**	Water Quality
				File Created:	02/11/2026
File Name:	The Sanctuary Lexington LLC. Incentive Grant			**Final Action:**	

Title: Authorization to approve a FY26 (Class B Infrastructure) Stormwater Quality Projects Incentive Grant for The Sanctuary Lexington LLC., in the amount of $211,155.49, to improve water quality and reduce stormwater runoff in the Cane Run Watershed by implementing improvements in the parking lot and other areas at 573 North Limestone. Funds are budgeted. (L0135-26)(Martin/Albright)

Notes: rio 2/13/2026. MS

Sponsors:		**Enactment Date:**	
Attachments:	Blue Sheet Memo, FY26 Class BI - The Sanctuary Lexington LLC - Council Map full_20251208, FY26 Class BI GAA Attachment A_The Sanctuary Lexington LLC_Grantee signature	**Enactment Number:**	
Deed #:		**Hearing Date:**	
Drafter:	Christina King / Frank Mabson	**Effective Date:**	

History of Legislative File

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

Text of Legislative File 0135-26

Title

Authorization to approve a FY26 (Class B Infrastructure) Stormwater Quality Projects Incentive Grant for The Sanctuary Lexington LLC., in the amount of $211,155.49, to improve water quality and reduce stormwater runoff in the Cane Run Watershed by implementing improvements in the parking lot and other areas at 573 North Limestone. Funds are budgeted. (L0135-26)(Martin/Albright)

Summary

Authorization to approve a FY26 (Class B Infrastructure) Stormwater Quality Projects Incentive Grant for The Sanctuary Lexington LLC., in the amount of $211,155.49, to improve water quality and reduce stormwater runoff in the Cane Run Watershed by

implementing improvements in the parking lot and other areas at 573 North Limestone.
Funds are budgeted. (L0135-26)(Martin/Albright)
Budgetary Implications [select]: Yes
Advance Document Review:

Law: Yes J. Todd Henning 2/11/26

Risk Management: No

Fully Budgeted [select]: Yes
Account Number: 4052-303204-3373-78112
This Fiscal Year Impact: $211,155.49
Annual Impact: $
Project: WQINCENTIVE_26
Activity: WQ_GRANT
Budget Reference:
Current Balance: $2,352,719.25

MAYOR LINDA GORTON

LEXINGTON

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

TO: Mayor Linda Gorton
Urban County Council

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

DATE: February 9, 2026

SUBJECT: Recommendation for an FY26 (Class B Infrastructure) Stormwater Quality Projects Incentive Grant for The Sanctuary Lexington LLC

Request

The purpose of this memorandum is to request approval of a FY26 (Class B Infrastructure) Stormwater Quality Projects Incentive Grant for The Sanctuary Lexington LLC., in the amount of $211,155.49.

Purpose of Request

The purpose of this project is to improve water quality and reduce stormwater runoff in the Cane Run Watershed by implementing stormwater improvements in the parking lot and other areas at 573 North Limestone. The project elements include removal of impervious areas (approx. 4,225 square feet) and retrofitting a portion of the existing pavement/gravel parking areas with permeable pavers (approx. 3,500 square feet); and installing approximately 4,400 square feet of tree canopy.

Project Cost in FY26 and in Future Budget Years

The grant has been approved for FY 2026 funding by the Water Quality Fees Board in the amount of $211,155.49.

Are Funds Budgeted

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

Martin/Albright

Stormwater Quality Projects Incentive Grant Program

The Sanctuary Lexington, LLC

GRANT AWARD AGREEMENT

Fiscal Year 2026 Class B Infrastructure Incentive Grant Program

THIS AGREEMENT, made and entered into on the _____ day of _____, 20___, by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (LFUCG)**, an urban county government of the Commonwealth of Kentucky, pursuant to KRS Chapter 67A (hereinafter "Government"), on behalf of its Division of Water Quality, and **THE SANCTUARY LEXINGTON LLC,** 573 N LIMESTONE LEXINGTON, KY 40508 (hereinafter "Grantee"), and **NLWS LLC**, 418 WEST SIXTH STREET, LEXINGTON, KY 40508 (hereinafter "Property Owner").

W I T N E S S E T H:

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

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

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

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

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

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

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

(1) The Government hereby grants the Grantee the sum of **$211,155.49** (hereinafter "the Grant"), for use in implementing the project elements as listed in Attachment A which is incorporated herein by reference as if fully set out herein. The Grantee agrees to cost share the Grant with contributions, labor, and/or other services equal to or greater than 20% of the total project cost.

(2) The Grantee agrees to use the Grant only for the activities set forth in Attachment A which includes installation of stormwater control infrastructure at the following site location(s): **573 NORTH LIMESTONE, LEXINGTON, KENTUCKY 40508 AND 568 HARRY STREET, LEXINGTON, KENTUCKY 40508** currently owned by the Property Owner.

(3) The Grantee agrees to meet all design standards specified in the Government's Engineering Manuals or as further described in Attachment A in the design of all Grant-funded improvements. This includes all associated activities including but not limited to erosion and sediment control, traffic control, utility relocations, seeding, etc. The Grantee further agrees to design the facilities in such a way as not to preclude the potential for future water quality / quantity monitoring by LFUCG.

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

(5) The Grantee agrees to obtain all necessary local, state, and federal permits, encroachments, permissions, approvals, etc. in a timely manner and prior to start of construction.

(6) The Grantee agrees to perform periodic reporting as detailed in Paragraph (7) herein below, and produce a Project Final Report within thirty (30) calendar days of the completion of the project elements in digital and hard copy following a standardized format to be provided by the Government summarizing all work completed and detailing the total grant expenditures. Other deliverables include the following:

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

(b) At the end of the Design Phase or prior to the start of the Construction Phase, the following six deliverables, sealed by a professional licensed to perform such work in accordance with Kentucky Revised Statutes (KRS), shall be provided:
- Set of all final design calculations;
- Set of final construction plans, including traffic control, erosion and sediment control, grading plans, etc.;
- Set of final specifications and bidding documents (if applicable);
- Final detailed engineer's construction cost estimate including quantities;
- All required permit submittals and approvals;
- Inspection, Operation, and Maintenance Plan laying out the plan for regular inspection and maintenance of each proposed facility for design performance and safety in accordance with manufacturer's specifications and the Government's Stormwater Manual.

(c) At the end of the Construction Phase, the following five deliverables shall be provided:
- Summary of final construction costs and quantities;
- Copies of all federal, state, and local permits obtained for the project;
- Record Drawing showing all field changes, and signed and sealed by the professional of record certifying the project as shown meets all original design intent;
- Photo documentation of site conditions and improvements before, during, and after construction;
- Signed *Agreement' to Maintain Stormwater Control Facilities Funded by an LFUCG Class B Infrastructure Stormwater Quality Projects Incentive Grant.*

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

(a) The Grantee shall submit at least once every three (3) months, if not specified otherwise in Attachment A, a Request for Funds to the Government's Grant Manager designated by the Director of the Division of Water Quality for the project. Each Request for Funds shall include documentation that the Grantee has already expended the requested funds or shall be in a position to expend properly the requested funds within thirty (30) days of receipt of the funds. The Request for Funds shall include full accounting of these eligible grant-related expenses, as listed in Attachment A. Copies of invoices, purchase orders, or receipts showing vendor, date, amount, and items purchased or ordered shall be provided with the Request for Funds. For project specific personnel costs and stipends, documentation of all billed hours shall include copies of employee timesheets, hourly payroll rate, and description of work performed for hours billed. Each Request for Funds shall include a minimum of 10% cost share.

(b) Each Request for Funds shall be accompanied by a Project Status Report describing the progress of the project to date, including a description and schedule of all activities completed, and hardcopy or electronic copies of materials (*e.g.*, calculations, preliminary plans, etc.) completed to date. For educational events (if applicable), copies of the class rosters or sign-in sheets documenting the number of attendees shall be provided.

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

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

(e) Should the Government's Incentive Grant Program Administrator determine that the Grantee is not in compliance with the terms of this Agreement and/or the Stormwater Quality Projects Incentive Grant Program, including deficiencies in progress and management of the project, the Division of Water Quality shall notify the Grantee, the Mayor's Office, and the appropriate district Council person, and shall meet with the Grantee on matters that prevent approval of the Request for Funds. Failure to resolve any such matters to the satisfaction of the Government may lead to termination of the Agreement for cause pursuant to Paragraph (21) herein below.

(8) The Grantee agrees to obtain written approval from the Government's Grant Manager or Program Administrator for any proposed changes to the Project Team or Project Plan as listed in Attachment A prior to implementing the changes. Failure to gain written approval prior to making changes may lead to termination of the Agreement for cause pursuant to Paragraph (21) herein below.

(9) The Grantee agrees to complete the project phase(s) (*i.e.*, Design and/or Construction) outlined herein within **24** months from the date of this Agreement. The Grantee shall obtain written approval from the Government's Grant Manager and Program Administrator for any time extensions beyond the schedule. Failure to obtain written approval prior to making changes may lead to termination of the Agreement for cause pursuant to Paragraph (21) herein below.

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

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

(12) The Grantee asserts that it is in full compliance with all applicable provisions of the Lexington-Fayette Urban County Government's Code of Ordinances Chapter 5 – Buildings and Building Regulations, Chapter 7 – Finance and Taxation, Chapter 12 – Housing, and Chapter 16 – Sewage, Garbage, Refuse, and Weeds, or in compliance with Kentucky Department

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

(13) The Grantee agrees to allow the Government access to its property to perform monitoring of the project elements for compliance with this Agreement, as provided in the *"Agreement to Maintain Stormwater Control Facilities Funded by an LFUCG Class B Infrastructure Stormwater Quality Projects Incentive Grant"* (Attachment B).

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

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

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

(17) The Grantee agrees that the Government is authorized to erect and maintain permanent signage at the location of any permanent capital infrastructure, referencing the Water Quality Management Fee and the Stormwater Quality Projects Incentive Grant Program as a source of funding for such permanent capital infrastructure. In the event that permanent signage is installed by the Government, such signage shall not be removed except upon written approval by the Government. Provided, however, that nothing herein shall require the installation of signage by the Government nor prohibit the Government from removing any signage so installed.

(18) The Grantee and Property Owner agree that all stormwater control facilities, including equipment and infrastructure, constructed and funded by a Construction Grant through the Stormwater Quality Projects Incentive Grant Program shall remain in service and maintained by the Grantee or its representatives following the Inspection, Operation, and Maintenance Plan developed for each facility referenced in (6b) above. The Property Owner further accepts and agrees to enter into the "*Agreement to Maintain Stormwater Control Facilities Funded by an LFUCG Class B Infrastructure Stormwater Quality Projects Incentive Grant*" attached hereto as Attachment B and which is incorporated herein by reference as if fully set out herein.

(19) The Grantee and Property Owner agree that all stormwater control facilities, including equipment and infrastructure, constructed and funded by this Grant shall remain the property of the current Property Owner, or his successors and assigns, unless otherwise specified in Attachments A and B.

(20) The Grantee and Property Owner understand that if any of the Grant-funded facilities not owned by the Government are removed from service, the property owner of record at the time of removal shall be liable to reimburse the Government for 100% of the Remaining Value of the facility or portion removed, based upon the depreciation schedule provided in Attachment B.

(21) If, through any cause, the Grantee or Property Owner shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if the Grantee or Property Owner shall violate any of the covenants, agreements, or stipulations of this Agreement, the Government shall provide the Grantee or Property Owner thirty (30) calendar days to address the deficiency or violation. If the Grantee or Property Owner does not, after the

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

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

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

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

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

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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

BY: _____

LINDA GORTON, MAYOR

ATTEST:

_____

CLERK, URBAN COUNTY COUNCIL

GRANTEE ORGANIZATION: **THE SANCTUARY LEXINGTON, LLC**
573 N LIMESTONE
LEXINGTON, KY 40502

BY: Madison Wofford

NAME: Madison Wofford

TITLE: owner,

The foregoing Agreement was subscribed, sworn to and acknowledged before me by Madison Wofford, as the duly authorized representative for and on behalf of The Sanctuary Lexington, LLC, on this the 14th day of January, 2026.

My commission expires: 12-17-2028.

Jackson W. Ingram
NOTARY PUBLIC

JACKSON WARNOCK INGRAM
Notary Public
Commonwealth of Kentucky
Commission Number KYNP95293
My Commission Expires Dec 17, 2028

PROPERTY OWNER: **NLWS LLC**
418 WEST SIXTH STREET
LEXINGTON, KY 40508

BY: Madison Wofford

NAME: Madison Wofford

TITLE: Co-owner

The foregoing Agreement was subscribed, sworn to and acknowledged before me by Madison Wofford, as the duly authorized representative for and on behalf of NLWS LLC, on this the 14th day of January, 2026.

My commission expires: 12-17-2028.

Jackson W. Ingram
NOTARY PUBLIC

JACKSON WARNOCK INGRAM
Notary Public
Commonwealth of Kentucky
Commission Number KYNP95293
My Commission Expires Dec 17, 2028

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

GRANT PROGRAM **2026 Stormwater Quality Projects Incentive Grant Program**
Class B Infrastructure Projects

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

PROJECT TEAM AND CONTACT INFORMATION

Grantee Organization:
The Sanctuary Lexington, LLC
573 N Limestone
Lexington, KY 40508
KY Organization #000676535

Primary Project Contact:
Jody Hranicky
859-338-9773 (phone)
jodyhranicky@gmail.com (email)

Secondary Project Contact:
Maddie Wofford
502-640-8985 (phone)
hello@sanctuarylex.com (email)

Project Site Location(s) & Property Owner(s):
NLWS, LLC
573 N Limestone
Lexington, KY 40508
PVA #14701668

NLWS, LLC
568 Harry Street
Lexington, KY 40508
PVA #14703500

Design Engineering Firm:
Vision Engineering
128 E Reynolds Road
Lexington, KY 40517
859-559-0516 (phone)
Jessica Piercefield
jpiercefield@visionengr.com (email)
Fred Eastridge P.E. (Engineer of Record)
Feastridge@visionengr.com (email)

PROJECT PLAN ELEMENTS

All improvements shall be located on the properties at 573 N Limestone, Lexington, KY 40508, PVA #14701668 and 568 Harry Street, Lexington, KY 40508, both owned by NLWS, LLC. No other property or right-of-way shall be disturbed without the written permission from the property owners.

The purpose of this project will replace the existing paved and gravel parking area with pervious pavement to provide stormwater quality and quantity control.

Project Elements

1. Removal of impervious areas (approx. 4,225 square feet) and retrofit a portion of the existing pavement/gravel parking areas with permeable pavers (approx. 3,500 square feet).
2. Install approximately 4,400 square feet of tree canopy.

DESIGN

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

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

Design shall also account for the following stipulations:

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

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

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

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

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

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

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

Parks and Recreation, Chris Cooperrider – ccooperrider@lexingtonky.gov
Environmental Services (greenways), Ben Cornett – jcornett@lexingtonky.gov
Environmental Services (trees), Heather Wilson – hwilson@lexingtonky.gov
Engineering (right-of-way), John Cassel – jcassel@lexingtonky.gov
Engineering (new development), Hillard Newman – hnewman@lexingtonky.gov
Sanitary Sewers, Chris Dent – cdent@lexingtonky.gov
Stormwater, Mark Sanders – msanders@lexingtonky.gov

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

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

CONSTRUCTION

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

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

1) Construction shall not begin until all permits, approvals, agreements, etc. are obtained and copies provided to the LFUCG Grant Manager.

2) All existing utilities shall be contacted, located, and coordinated with prior to any work being performed.

3) The Erosion and Sediment Control Plan shall be provided to LFUCG for review and comment. The LFUCG Land Disturbance Permit shall be obtained by the contractor after placement of the ESC and traffic control measures.

4) Failure to place acceptable erosion and sediment control measures into service prior to start of construction will result in shut-down of the job site until the measures are put in place. Construction practices shall be put in place to prevent the illicit discharge of sediment, dirt, sand, fluids, trash, and any other pollutant into the Municipal Separate Storm Sewer System or Waters of the Commonwealth.

5) The Organization shall host a pre-construction meeting with all parties. The LFUCG Grant Manager shall be invited to this meeting and given three (3) business days notice.

6) The Organization is responsible to provide all construction oversight, administration, and daily inspection. LFUCG shall not provide these services.

7) The Organization shall document construction by taking before, during, and after photographs.

8) Once construction is complete, a final punch-list inspection shall be performed. The LFUCG Grant Manager shall be invited to this inspection and given five (5) business days notice. If punch-list items are identified, a second inspection shall be performed once those items are resolved, and the LFUCG Grant Manager shall be invited to this inspection and given three (3) business days notice.

9) The Organization agrees to enter into the *Agreement to Maintain Stormwater Control Facilities Funded by an LFUCG Class A Stormwater Quality Projects Incentive Grant* included as Attachment B of the Grant Award Agreement within twenty-one (21) calendar days of the final (post punch-list) inspection. This Agreement may be recorded by LFUCG at the Fayette County Clerk's office.

REPORTING REQUIREMENTS

1) Prior to construction, the Organization shall provide the LFUCG Grant Manager three (3) hard copies and one (1) digital copy each of the following deliverables, each sealed by a professional licensed to perform such work in accordance with Kentucky Revised Statutes (KRS):

   - Set of all final design calculations
   - Set of final construction plans, including erosion and sediment control plans, grading plans, etc. (including one "half-size" set)
   - Set of final specifications and bidding documents (if applicable)
   - Final detailed engineer's construction cost estimate including quantities, and/or bid(s)
   - All local, state, or federal permits, approvals, public or private encroachment agreements, etc. received to date for the project
   - Inspection, Operation, and Maintenance (IOM) Plan laying out the plan for regular inspection and maintenance of each proposed facility for design performance and safety in accordance with manufacturer's specifications and LFUCG's Stormwater Manual
   - Existing condition photographs

2) The Organization shall allow LFUCG twenty-one (21) calendar days to review the submittals and provide comments. If revised submittals are required, the Organization shall allow LFUCG ten (10) calendar days for review per submittal. LFUCG may choose to have a third party engineering consultant assist LFUCG in review of these submittals.

3) If the project is competitively bid, the selected contractor's unit price contract / bid list shall be provided to the LFUCG Grant Manager prior to the start of construction.

4) If the project is not competitively bid, the selected contractor's unit price contract shall be provided to the LFUCG Grant Manager prior to the start of construction, along with a justification for any deviations from the engineer's construction cost estimate.

5) **The construction phase shall begin only after the LFUCG Grant Manager gives Notice to Proceed, in writing, for the start of the construction phase of the project.**

6) If, during construction, the contractor requests a deviation or addition to the quantities or costs in the construction contract, the LFUCG Grant Manager shall be notified within two (2) business days. Additions or modifications to the project that are not directly related to the intended and correct function of the stormwater control project elements as described in the Project Elements listed above and in the original incentive grant application are not eligible for Grant reimbursement. Therefore, the Organization is advised that it should coordinate closely with the LFUCG Grant Manager during construction to ensure the work being performed is in compliance with this Agreement. **Note that per the Grant Award Agreement all overruns that result in the project costs exceeding the Grant amount are the responsibility of the Organization.**

7) After construction is completed, the Project Final Report shall include digital and hard copies of the following:

   - Summary of final construction costs and quantities
   - Copies of all federal, state, and local permits obtained for the project (if not previously provided) and any permit closure documents
   - Three (3) copies of a Record Drawing showing all field changes, and signed and sealed by the professional of record certifying the project as shown meets all original design intent
   - Copies of final inspection minutes, punch-lists, etc.
   - Photo documentation of site conditions and improvements before, during, and after construction
   - Signed *Agreement to Maintain Stormwater Control Facilities Funded by an LFUCG Class B Infrastructure Stormwater Quality Projects Incentive Grant* (Note: This form will be provided by LFUCG after construction is completed and final costs determined.)
   - Any materials generated, including those for educational purposes

8) LFUCG shall make final payment of the 10% retainer after acceptance of the Project Final Report.

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

PERMANENT FACILITIES / INFRASTRUCTURE

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

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

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

EQUIPMENT

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

ADDITIONAL GRANT STIPULATIONS

Note the following additional stipulations related to this project:

1. Applicant shall obtain written approval/agreement prior to work being done on properties not owned by the Applicant.
2. Applicant shall verify the need and ensure all permits are received (e.g., State, Local, and Federal) prior to any work.
3. Sidewalks must conform to LFUCG Code of Ordinances Chapter 17, Article III requirements and LFUCG Standard Drawings.
4. Work in the right-of-way must conform to Chapter 17C of the LFUCG Code of Ordinances and adhere to the LFUCG Standard Drawings.
5. Since the project involves work in the right of way, Applicant shall obtain a ROW (surety) Bond with LFUCG to ensure contractors follow applicable regulations and guidelines pertaining to the project.
6. In accordance with the LFUCG Stormwater Manual Chapter 10, permeable pavement and bio-infiltration swales shall be located at least 10 feet from existing and proposed buildings and sanitary sewer lines. If known sanitary sewer or basement infiltration problems exist, a greater distance shall be used.
7. If an underdrain is not proposed, applicant to provide soil infiltration test results in accordance with LFUCG Stormwater Manual Chapter 10.3.3.
8. Encroachment agreements shall be obtained when working within any private utility area.
9. Tree plantings shall be coordinated with existing utilities prior to plantings, and if possible, trees shall not be planted within 10' of an existing utility.
10. Tree removal and planting activities shall be reviewed and approved by Division of Environmental Services Urban Forester and/or Arborist prior to any tree removal or planting activities.
11. An Operations and Maintenance Plan shall be provided at the conclusion of the project.
12. Organization proposes a larger cost share beyond that required by the grant program. Budget shall reflect the 23.3% cost share offered in the application (approximately $64,001.52).

GRANT PERIOD & PROJECT SCHEDULE

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

TABLE 1 – PRELIMINARY PROJECT SCHEDULE

Activity	Anticipated Date(s)
Notice to Proceed	February 2026
Kick-off meeting	March 2026
Design and construction planning	April 2026
Construction (demolition/improvements)	May 2026 – June 2026
Landscape/plantings	July 2026 – August 2026
Project Closeout / Final Report to LFUCG	September 2027– November 2027

PROJECT BUDGET – GRANT ELIGIBLE EXPENSES

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

1. Contract Documents & Other (miscellaneous) costs: **$ 50,553.11**
2. Construction items (supplies and materials): **$ 224,603.90**

TOTAL PROJECT COSTS:	**$ 275,157.01**

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

Total Grant Share	$ 211,155.49 (not-to-exceed)
Estimated Cost Share	$ 64,001.52
Est. Total Project Cost	**$ 275,157.01**

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

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

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

TABLE 2 – ELIGIBLE EXPENSES

	Type of Expense	Participants	Item	Unit Price		Quantity	Funded by Organization	Funded by Grant	Total Expense
	Contract Documents								
1	Contract Documents	Consultant	Contract Documents	$ 1,770.00	LS	1	$ -	$ 1,770.00	$ 1,770.00
	Construction								
2	Construction	Contractor	Erosion & Sediment Control Measures (Silt Fence)	$ 7.50	LS	250	$ 438.75	$ 1,436.25	$ 1,875.00
3	Construction (Demolition)	Contractor	Remove Existing Gravel	$ 9.50	SY	470	$ 1,044.81	$ 3,420.19	$ 4,465.00
4	Construction (Demolition)	Contractor	Excavation of Parking Lot Area	$ 32.50	CY	350	$ 2,661.75	$ 8,713.25	$ 11,375.00
5	Construction (Improvements)	Contractor	Concrete Header Curb	$ 45.00	LF	470	$ 4,949.10	$ 16,200.90	$ 21,150.00
6	Construction (Improvements)	Contractor	6" Monolithic Curb and Sidewalk	$ 125.00	SY	59	$ 1,725.75	$ 5,649.25	$ 7,375.00
7	Construction (Improvements)	Contractor	Materials - Pervious Concrete Pavers	$ 9.90	SF	3500	$ 8,108.10	$ 26,541.90	$ 34,650.00
8	Construction (Improvements)	Contractor	Materials - #9 stone	$ 40.00	TN	28	$ 262.08	$ 857.92	$ 1,120.00
9	Construction (Improvements)	Contractor	Materials - #57 stone (4")	$ 2.45	SF	3500	$ 2,006.55	$ 6,568.45	$ 8,575.00
10	Construction (Improvements)	Contractor	Materials - (22.25 CY) DGA	$ 40.00	TN	12	$ 112.32	$ 367.68	$ 480.00
11	Construction (Improvements)	Contractor	Materials - No. 2 Crushed Limestone	$ 35.00	TN	445	$ 3,644.55	$ 11,930.45	$ 15,575.00
12	Construction (Improvements)	Contractor	Remove and Replace 5' Sidewalk	$ 90.00	LF	20	$ 421.20	$ 1,378.80	$ 1,800.00
13	Construction (Improvements)	Contractor	Remove and Replace Concrete Curb abd Gutter	$ 55.00	LF	20	$ 257.40	$ 842.60	$ 1,100.00
14	Construction (Improvements)	Contractor	12"x24" Concrete Cutoff Wall	$ 350.00	CY	5	$ 409.50	$ 1,340.50	$ 1,750.00
15	Construction (Improvements)	Contractor	5" Concrete Pavement	$ 155.00	SY	50	$ 1,813.50	$ 5,936.50	$ 7,750.00
16	Construction (Improvements)	Contractor	12" Neenah Trench Drain R-4999-L2	$ 210.00	LF	103	$ 5,061.42	$ 16,568.58	$ 21,630.00
17	Construction (Improvements)	Contractor	8 oz Non-Woven Filter Fabric	$ 4.50	SY	575	$ 605.48	$ 1,982.02	$ 2,587.50
18	Construction (Improvements)	Contractor	4" Pervious PVC Pipe	$ 28.00	LF	147	$ 963.14	$ 3,152.86	$ 4,116.00
19	Construction (Improvements)	Contractor	Parking Lot Striping	$ 4.00	LF	117	$ 109.51	$ 358.49	$ 468.00
20	Construction (Improvements)	Contractor	HC Symbol Thermoplastic	$ 110.00	EA	1	$ 25.74	$ 84.26	$ 110.00
21	Construction (Improvements)	Contractor	HC Cross Hatching Thermoplastic	$ 300.00	EA	1	$ 70.20	$ 229.80	$ 300.00
22	Construction (Improvements)	Contractor	Cross Walk Thermoplastic	$ 300.00	EA	1	$ 70.20	$ 229.80	$ 300.00
23	Construction (Improvements)	Contractor	HC Ramp & Detectable	$ 1,250.00	LS	1	$ 292.50	$ 957.50	$ 1,250.00
24	Construction (Improvements)	Contractor	Thermoplastic Stop Bar and "STOP"	$ 300.00	LS	1	$ 70.20	$ 229.80	$ 300.00
25	Construction (Improvements)	Contractor	Thermoplastic Direction Arrows	$ 150.00	EA	3	$ 105.30	$ 344.70	$ 450.00
26	Construction (Improvements)	Contractor	HC Sign	$ 250.00	EA	1	$ 58.50	$ 191.50	$ 250.00
27	Construction (Improvements)	Contractor	Seed & Protect	$ 3.00	SY	300	$ 210.60	$ 689.40	$ 900.00
28	Construction (Improvements)	Contractor	Medium Trees 1-3/4"	$ 1,250.00	EA	9	$ 2,632.50	$ 8,617.50	$ 11,250.00
29	Construction	Contractor	Concrete Washout Pit	$ 1,500.00	EA	1	$ 351.00	$ 1,149.00	$ 1,500.00
30	Construction	Contractor	No. 2 Stone Construction Entrance with Fabric	$ 1.40	SF	1400	$ 458.64	$ 1,501.36	$ 1,960.00
	Other (Miscellaneous) Costs								
31	Other (Miscellaneous) Costs	General Contractor (GC)	GC Fees (includes grant management, project coordination, adminstration, etc.)	$ 48,783.11	LS	1	$ 11,415.25	$ 37,367.86	$ 48,783.11
32	Other (Miscellaneous) Costs	Project Manager	Contingency (20%)	$ 58,192.40	LS	1	$ 13,645.98	$ 44,546.42	$ 58,192.40
33				**TOTAL PROJECT BUDGET:**			**$ 64,001.52**	**$ 211,155.49**	**$ 275,157.01**
34							**ORGANIZATION**	**GRANT**	
35			***COST SHARE % =**		**23.26%**	OK	**SHARE**	**SHARE**	
36							**23.3%**	**76.7%**	

FIGURE 1 – MAP OF PROJECT SITES NO. 1 (573 NORTH LIMESTONE) & NO. 2 (568 HARRY STREET)

Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0136-26

File ID:	0136-26	**Type:**	Agenda Item	**Status:**	Agenda Ready
Version:	2	**Contract #:**		**In Control:**	Grants and Special Programs
				File Created:	02/11/2026
File Name:	Request Council authorization to execute Amendment No. 1 to the agreement with Central Christian Church (Disciples of Christ), Inc. to extend the period of performance to April 30, 2026, and to authorize the Mayor to execute any other agreements or amendm			**Final Action:**	

Title: Authorization to execute Amendment No. 1 to the agreement with Central Christian Church (Disciples of Christ), Inc. (Reso 226-2024) to extend the period of performance to April 30, 2026, and to execute any other agreements or amendments with Central Christian Church, Inc. related to the use of these funds. CDBG funds were provided by the 2024 Consolidated Plan for salary for a Social Resource Consultant. No budgetary impact. (L0136-26)(Reynolds/Lanter)

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	26- Blue Sheet Memo Amendment Central Christian Church, First Amendment Central Christian Church FY2024 CDBG, FY24 CDBG Central Christian Church Agreement - Fully Executed	**Enactment Number:**	
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:

Text of Legislative File 0136-26

Title

Authorization to execute Amendment No. 1 to the agreement with Central Christian Church (Disciples of Christ), Inc. (Reso 226-2024) to extend the period of performance to April 30, 2026, and to execute any other agreements or amendments with Central Christian Church, Inc. related to the use of these funds. CDBG funds were provided by the 2024 Consolidated

Plan for salary for a Social Resource Consultant. No budgetary impact. (L0136-26) (Reynolds/Lanter)

Summary

Authorization to execute Amendment No. 1 to the agreement with Central Christian Church (Disciples of Christ), Inc. (Reso 226-2024) to extend the period of performance to April 30, 2026, and to execute any other agreements or amendments with Central Christian Church, Inc. related to the use of these funds. CDBG funds were provided by the 2024 Consolidated Plan for salary for a Social Resource Consultant. No budgetary impact. (L0136-26) (Reynolds/Lanter)

Budgetary Implications: NO

Advance Document Review:

Law: Yes, Completed by David Barberie, 2/11/2026

Risk Management: N/A

Fully Budgeted: All funds were previously budgeted.

Account Number: 3120-900379-0001-71101

This Fiscal Year Impact: There is no budgetary impact.

Annual Impact: $0

Project: CDBG_2025

Activity: C05D

Budget Reference: 2025

Current Balance:

MAYOR LINDA GORTON

LEXINGTON

THERESA REYNOLDS
DIRECTOR
GRANTS & SPECIAL PROGRAMS

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

FROM: **THERESA REYNOLDS, DIRECTOR**
DIVISION OF GRANTS AND SPECIAL PROGRAMS

DATE: **FEBRUARY 11, 2026**

SUBJECT: **Amendment No. 1 to Agreement with Central Christian Church (Disciples of Christ), Inc.**

Request: Council authorization to execute Amendment No. 1 to the agreement with Central Christian Church (Disciples of Christ), Inc. to extend the period of performance to April 30, 2026, and to authorize the Mayor to execute any other agreements or amendments with Central Christian Church, Inc. related to the use of these funds.

Why are you requesting? On May 9, 2024 (Resolution 226-2024), Council authorized the Mayor to execute agreements with entities approved in the 2024 Consolidated Plan. Central Christian Church (Disciples of Christ), Inc. was awarded $71,504 of Community Development Block Grant Program (CDBG) funds provided by the 2024 Consolidated Plan for salary for a Social Resource Consultant to assist low- and moderate-income residents in Lexington's downtown area.

Central Christian Church had delayed spending funds due to the time it took to hire someone for the Social Resource Consultant position and are requesting an extension to April 30, 2026, to spend the remaining funds.

What is the cost in this budget year and future budget years? All funds were previously budgeted. There are no anticipated costs in future budget years.

Are the funds budgeted? There is no budgetary impact.

File Number: 0136-26

Director / Commissioner: Reynolds/Lanter

FIRST AMENDMENT TO SUBRECIPIENT AGREEMENT
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM (CDBG)

THIS AMENDMENT TO AGREEMENT, made and entered into on this _____ day of, _____, 2026, by and between **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government pursuant to KRS Chapter 67A, and located at 200 East Main Street, Lexington, Fayette County, Kentucky 40507 (hereinafter referred to as "Government"), and **CENTRAL CHRISTIAN CHURCH (DISCIPLES OF CHRIST), INC.,** a Kentucky non-profit corporation pursuant to KRS Chapter 273, and whose post office address is 219 East Short Street, Lexington, Kentucky 40507 (hereinafter referred to as "SUBRECIPIENT");

WHEREAS, Government and Grantee entered into an Agreement dated February 25, 2025 ("Agreement"), in which the SUBRECIPIENT was allocated $71,507 in federal funds from the United States Department of Housing and Urban Development's (hereinafter referred to as "HUD") Community Development Block Grant Program (CFDA 14.218) pursuant to which HUD has agreed to make a grant to the Government under Federal Award Number B-24-MC-21-0004 awarded December 3, 2024;

WHEREAS, SUBRECIPIENT has requested an amendment to **I. STATEMENT OF WORK**
F. Schedule – Time of Performance;

WHEREAS, the GOVERNMENT's responsibility for ensuring compliance with all grant requirements necessitates a written agreement with the SUBRECIPIENT; and

WHEREAS, the Agreement provides that the Agreement may be amended only in a writing executed by the GOVERNMENT and the SUBRECIPIENT.

NOW, THEREFORE, in consideration of the foregoing and mutually agreed upon promises, conditions, and covenants hereinafter set forth, the parties hereto agree as follows:

1. Section I of the Agreement, titled **STATEMENT OF WORK**,
Part F., titled Schedule – Time of Performance, shall be amended to read: "The term of this Agreement shall be December 3, 2024, through April 30, 2026."

2. In all other respects, except as specifically modified herein, the terms of the Agreement dated February 25, 2025, shall remain in full force and effect with respect to the provisions outlined therein.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.
SIGNATURE PAGE TO FOLLOW.

IN WITNESS WHEREOF, the parties executed this Amendment the day, month, and year above written.

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

BY_____
Linda Gorton, Mayor

ATTEST:

_____
Clerk of Urban County Council

CENTRAL CHRISTIAN CHURCH (DISCIPLES OF CHRIST), INC.

BY_____
Brandon Gilvin, Executive Director

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
SUBRECIPIENT AGREEMENT

THIS AGREEMENT, made and entered into on 25 day of February 2025, by and between **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government pursuant to KRS Chapter 67A, and located at 200 East Main Street, Lexington, Fayette County, Kentucky 40507 (hereinafter referred to as "GOVERNMENT"), and **CENTRAL CHRISTIAN CHURCH (DISCIPLES OF CHRIST), INC.,** a Kentucky non-stock non-profit corporation pursuant to KRS Chapter 273, and whose post office address is 219 East Short Street, Lexington, Kentucky 40507 (hereinafter referred to as "SUBRECIPIENT");

WHEREAS, the GOVERNMENT has been awarded federal funds from the U.S. Department of Housing and Urban Development's (hereinafter referred to as "HUD") Community Development Block Grant Program (CFDA 14.218) pursuant to which HUD has agreed to make a grant to the Government under Federal Award Number B-24-MC-21-0004 awarded December 3, 2024;

WHEREAS, the GOVERNMENT'S 2024 Consolidated Plan/Annual Action Plan allocates $71,507 in funds to the SUBRECIPIENT, Central Christian Church, Inc., with Unique Entity Identifier ZMWTSWV45C43 to provide salary for a Social Resource Consultant who will assist low and moderate income residents of Lexington's downtown area;

WHEREAS, the SUBRECIPIENT has agreed to be responsible for the provision of these services;

WHEREAS, the GOVERNMENT's responsibility for ensuring compliance with all grant requirements necessitates a written agreement with the SUBRECIPIENT;

NOW, THEREFORE, in consideration of the foregoing and mutually agreed upon promises, conditions, and covenants hereinafter set forth, pursuant to grant requirements, the parties hereto agree as follows:

I. STATEMENT OF WORK

A. Activities

The SUBRECIPIENT will be responsible to providing the salary for a Social Resource Specialist who will assist low and moderate income residents of Lexington's downtown area. This person will provide counselling and referral services to Central Christian's outreach programs. Referrals will also be made to other agencies and services in the downtown area. The services shall be operated in a manner satisfactory to the GOVERNMENT and in compliance with all local, state, and federal laws and regulations.

B. National Objectives

The SUBRECIPIENT certifies that the activities carried out with funds provided under this Agreement will benefit low- and moderate-income persons.

C. Performance Monitoring

The GOVERNMENT shall monitor the performance of the SUBRECIPIENT as necessary and in accordance with regulations on SUBRECIPIENT Monitoring and Management, 2 CFR 200.330 – 2 CFR 200.332, to ensure SUBRECIPIENT compliance with all of the requirements of this agreement, including the timeframes and performance goals associated with the activities. Substandard performance as determined by the GOVERNMENT will constitute noncompliance with this agreement. If action to correct such substandard performance is not taken by the SUBRECIPIENT after being notified by the GOVERNMENT, the GOVERNMENT may impose additional conditions on the SUBRECIPIENT and its use of CDBG funds consistent with 2 CFR 200.207, suspend or terminate this agreement, or initiate other remedies for noncompliance as appropriate and permitted under 2 CFR 200.338.

SUBRECIPIENT expects CDBG funds to the expand an existing program to staff a full-time Social Resource Specialist for the fiscal year. Service activities will result in the following annual outputs:

- Counsel and advise 144 persons in the identification of their needs for social, economic, housing, health, clothing, and legal assistance;
- Involve 72 persons in additional community outreach programs offered by Central Christian Church Outreach;
- Refer 40 persons to outreach programs offered by other churches and organizations in the downtown area;
- Assist 35 persons with utility bills to avoid service shutoffs, or to get service reinstated;
- Provide direct assistance to 24 individuals with clothing, bus passes, hygiene products, etc.;
- Refer 24 persons seeking housing assistance to the appropriate housing agencies and organizations;
- Refer 32 homeless persons to organizations that provide overnight lodging;
- Refer 36 persons for physical or mental health assistance to the appropriate agencies;
- Refer 24 families who are food insecure to God's Pantry or organizations offering feeding programs;
- Refer 16 persons to Micah Legal for legal consultation and/or representation;
- Refer 26 persons to the thrift Shop or Community Closet for clothing assistance.

D. Budget and Use of Funds

Funds in the amount of $71,507 shall be used exclusively for salaries, fringe benefits, travel and other (see budget narrative in application). The approved budget is below:

Salaries	$55,000
Fringe Benefits	$12,607
Equipment	$ 2,500
Supplies	$ 1,000
Travel	$ 400
Total	$71,507

The SUBRECIPIENT may only carry out the activities described in this agreement. The

SUBRECIPIENT is prohibited from charging to the subaward the costs of CDBG ineligible activities, including those described at 24 CFR 570.207, and from using funds provided herein or personnel employed in the administration of activities under this agreement for political activities, inherently religious activities, or lobbying.

E. Payment

It is expressly agreed and understood that the total amount to be paid by the GOVERNMENT under this Agreement shall not exceed $71,507. The SUBRECIPIENT shall invoice the GOVERNMENT on a monthly basis for the reimbursement of actual expenditures incurred. SUBRECIPIENT's invoice must be for the services and eligible expense specified in Paragraph D above. SUBRECIPIENT's invoice must include copies of employee timesheets, payroll reports, documentation of payment of payroll taxes and fringe benefits, and copies of competitive quotations for all expenses as applicable.

F. Schedule – Time of Performance

The term of this Agreement shall be December 3, 2024 through December 31, 2025.

G. Timeliness

SUBRECIPIENT must invoice the GOVERNMENT for funds expended at least quarterly beginning no later than three months from the effective date of this agreement. Failure to submit an invoice in two or more consecutive quarters may result in termination of the agreement and reallocation of unspent funds at the discretion of the GOVERNMENT.

II. RECORDS AND REPORTS

A. Records to be Maintained

The SUBRECIPIENT shall maintain all records required by the federal regulations specified in 24 CFR Part 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

1. Records providing a full description of each activity undertaken;
2. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG Program;
3. Records required to determine the eligibility of activities;
4. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
5. Records documenting compliance with the fair housing and equal opportunity components of the CDBG Program;
6. Financial records as required by 24 CFR Part 570.502, and 24 CFR 84, and
7. Other records necessary to document compliance with Subpart K of 24 CFR 570.

B. Client Data and Other Sensitive Information

The SUBRECIPIENT shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such

information shall be made available to government monitors or their designees for review upon request.

The SUBRECIPIENT understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the GOVERNMENT's responsibilities with respect to services provided under this Agreement, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

C. Retention

The SUBRECIPIENT shall retain all records pertinent to expenditures incurred under this Agreement for a period of four (4) years after the termination of all activities funded under this Agreement. Records of non-expendable property acquired with funds under this Agreement shall be retained for four (4) years after final disposition of such property. Records for any displaced person must be kept for four (4) years after final disposition of such property. Records for any displaced person must be kept for four (4) years after he/she has received final payment. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

D. Reporting

1. Quarterly Reports

The SUBRECIPIENT shall submit to the GOVERNMENT quarterly reports for each quarter during which these federal funds are used for program operations. Quarterly reports are due as follows:

Quarter	**Due**
July-September	October 30
October-December	January 30
January-March	April 30
April-June	July 30

Quarterly reports shall provide information on the activities accomplished. Specifically, quarterly reports shall provide information on the number of St. James Place residents and homeless individual served. It is estimated that 416 will be served.

2. Annual Reports

An annual report is required and shall provide the following information about the employees of the SUBRECIPIENT'S organization: race, age, sex, and disability. Additional annual reports required are the "Unserved" and the "Program Participant" reports. Annual reports shall be submitted to the GOVERNMENT no later than July 30th.

E. Project Close-out

The SUBRECIPIENT's obligation to the GOVERNMENT shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials), equipment, unspent cash advances, program income balances, and accounts receivable to the GOVERNMENT and determining the custodianship of records.

F. Audits, Inspections and Monitoring

1. Single Audit

The SUBRECIPIENT must be audited as required by 2 CFR part 200, subpart F when it is expected that the SUBRECIPIENT's Federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in §200.501 Audit requirements.

SUBRECIPIENT shall submit a copy of the audit report to the Federal Audit Clearinghouse within 30 days after receipt of the audit report, but not later than nine months after the end of the audit period. Concurrently with the submission of the audit report to the Federal Audit Clearinghouse, SUBRECIPIENT shall submit a copy of the audit report to the GOVERNMENT'S Division of Grants and Special Programs. Any deficiencies noted in audit reports must be fully cleared by the SUBRECIPIENT within 30 days after receipt by the SUBRECIPIENT. Failure of the SUBRECIPIENT to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of the future payments.

2. Inspections and Monitoring

All SUBRECIPIENT records with respect to any matters covered by this Agreement shall be made available to the GOVERNMENT, grantor agency, their designees or the federal government, at any time during normal business hours, as often as the grantor agency deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data to meet the requirements of 2 CFR part 200.

The SUBRECIPIENT must submit to monitoring of its activities by the GOVERNMENT as necessary to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of this agreement.

G. Access to Records

The SUBRECIPIENT shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by GOVERNMENT, HUD or its agent, or other authorized federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

III. HMIS & COORDINATED ENTRY

A. HMIS

The SUBRECIPIENT must ensure that data on all persons served and all activities assisted under CDBG are entered into the applicable community-wide HMIS (homeless management information system) in accordance with standards of the U.S. Department of Housing and Urban Development. HMIS 640 reports are due at least quarterly to the GOVERNMENT, unless otherwise instructed.

B. Coordinated Entry

The SUBRECIPIENT must coordinate and integrate, to the maximum extent practicable, with other programs targeted to homeless people in the area covered by the Lexington Continuum of Care, which provides a strategic, community-wide system to prevent and end homelessness for the area. The SUBRECIPIENT must contact the Continuum of Care Coordinator with the Office of Homelessness Prevention and Intervention to ensure program participation in the Lexington Continuum of Care's Coordinated Entry system. All program participants enrolled by the SUBRECIPIENT must come from the Coordinated Entry process ensuring that the screening, assessment and referral of program participants are consistent with the Lexington Continuum of Care's written Coordinated Entry standards. A victim service provider may NOT choose not to use the Continuum of Care's centralized or coordinated assessment system.

IV. PROGRAM INCOME

"Program Income" means gross income received by SUBRECIPIENT that was generated from the use of CDBG funds. Program income includes, but is not limited to the following:

a. Proceeds from the disposition by sale or long-term lease of real property purchased or improved with CDBG funds;
b. Proceeds from the disposition of equipment purchased with CDBG funds;
c. Gross income from the use or rental of real or personal property acquired by SUBRECIPIENT with CDBG funds, less the costs incidental to the generation of such income;
d. Gross income from the use or rental of real property owned by SUBRECIPIENT that was constructed or improved with CDBG funds, less the costs incidental to the generation of such income;

Pursuant to the requirements set forth in § 570.504(c), the GOVERNMENT will require remittance of all program income balances (including investments thereof) held by the SUBRECIPIENT to the GOVERNMENT.

V. SUSPENSION AND TERMINATION

This Agreement, in accordance with 24 CFR 85.43 can be terminated if SUBRECIPIENT fails to comply with any term of the award. This Agreement may be terminated for convenience in accordance with 24 CFR 85.44 upon written notice by the GOVERNMENT.

VI. REVERSION OF ASSETS

When the Agreement ends, the SUBRECIPIENT must transfer to the GOVERNMENT any CDBG funds on hand and accounts receivable attributable to the use of CDBG monies.

Pursuant to 24 CFR 570.503, if property is either acquired or improved with CDBG funds in excess of $25,000, the use of that property for the approved purpose must continue; in the case of personal property, generally for if the SUBRECIPIENT owns it and the property is needed for the CDBG activity, and in the case of real property (acquired or improved with CDBG funds in excess of $25,000), generally for at least 5 years following the expiration of the SUBRECIPIENT Agreement.

VII. UNIFORM ADMINISTRATIVE REQUIREMENTS

The SUBRECIPIENT shall comply with the applicable provisions in 2 CFR part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR part 200. These provisions include:

A. Financial & Program Management

The SUBRECIPIENT shall expend and account for all CDBG funds received under this agreement in accordance with 2 CFR part 200, including 2 CFR part 200, subpart D, which covers Standards for Financial and Program Management and agrees to adhere to the accounting principles and procedures required therein, use adequate internal controls, and maintain necessary source documentation for all costs incurred.

B. Cost Principles

Costs incurred, whether charged on a direct or an indirect basis, must be in conformance with 2 CFR part 200, subpart E. All items of cost listed in 2 CFR part 200, subpart E, that require prior Federal agency approval are allowable without prior approval of the GOVERNMENT to the extent they comply with the general policies and principles stated in 2 CFR part 200, subpart E and are otherwise eligible under this agreement.

C. Procurement and Contractor Oversight

The SUBRECIPIENT shall comply with the procurement standards in 2 CFR §200.318 - §200.326 when procuring property and services under this agreement and shall subsequently follow property management standards as provided by 2 CFR 200.344.

1. Equipment

The SUBRECIPIENT shall comply with current GOVERNMENT policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein.

2. Debarment Certification

The Subrecipient must comply with CDBG regulations regarding debarred or suspended entities at (24 CFR 570.489(l)). CDBG funds may not be provided to excluded or disqualified persons.

3. Contractor Oversight

The SUBRECIPIENT shall maintain oversight of all activities under this agreement and shall ensure that for any procured contract or agreement, its contractors perform according to the terms and conditions of the procured contracts or agreements, and the terms and conditions of this agreement. The SUBRECIPIENT shall impose the SUBRECIPIENT'S obligations under this agreement on its contractors, specifically or by reference, so that such obligations will be binding upon each of its contractors.

4. Subcontracts

The SUBRECIPIENT shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written consent of the GOVERNMENT prior to the execution of such agreement. The SUBRECIPIENT will monitor all subcontracted services on a regular basis to assure compliance with this Agreement. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance. The SUBRECIPIENT shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement. The SUBRECIPIENT shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to the GOVERNMENT along with documentation concerning the selection process.

VIII. OTHER PROGRAM REQUIREMENTS

A. Nondiscrimination

5. 24 CFR Part 6

The SUBRECIPIENT will comply with 24 CFR part 6, which implements the provisions of section 109 of Title I of the Housing and Community Development Act of 1974 (Title I) (42 U.S.C. 5309). Section 109 provides that no person in the United States shall, on the ground of race, color, national origin, religion, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with Federal financial assistance.

The SUBRECIPIENT will adhere to the prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101-6107) (Age Discrimination Act) and the prohibitions against discrimination on the basis of disability under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) (Section 504). Section 109 of the HCDA makes these requirements applicable to programs or activities funded in whole or in part with CDBG funds. Thus, the SUBRECIPIENT shall comply with regulations of 24 CFR part 8, which implement Section 504 for HUD programs, and the regulations of 24 CFR part 146, which implement the Age Discrimination Act for HUD programs.

In accordance with 24 CFR 5.105 and section 2-33 of the Code of Ordinances of the Lexington-Fayette Urban County Government, the SUBRECIPIENT shall ensure that HUD-assisted housing or other services being provided pursuant to this agreement shall be made available without regard to actual or perceived sexual orientation, gender identity or

marital status. Neither SUBRECIPIENT nor any of its agents will inquire about the sexual orientation or gender identity of any applicant for or person receiving HUD-assisted housing or other services

6. Architectural Barriers Act and the Americans with Disabilities Act

The SUBRECIPIENT shall ensure that its activities are consistent with requirements of Architectural Barriers Act and the Americans with Disabilities Act. The Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) requires certain Federal and Federally funded buildings and other facilities to be designed, constructed, or altered in accordance with standards that insure accessibility to, and use by, physically handicapped people. A building or facility designed, constructed, or altered with funds allocated or reallocated under this part after December 11, 1995, and that meets the definition of "residential structure" as defined in 24 CFR 40.2 or the definition of "building" as defined in 41 CFR 101-19.602(a) is subject to the requirements of the Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) and shall comply with the Uniform Federal Accessibility Standards (appendix A to 24 CFR part 40 for residential structures, and appendix A to 41 CFR part 101-19, subpart 101-19.6, for general type buildings).

7. Title VI of the Civil Rights Act of 1964 (24 CFR part 1)

The SUBRECIPIENT shall comply with the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352), as amended. No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity funded by this agreement. The specific nondiscrimination provisions at 24 CFR 1.4 apply to the use of these funds. The SUBRECIPIENT shall not intimidate, threaten, coerce, or discriminate against any person for the purpose of interfering with any right or privilege secured by Title VI of the Civil Rights Act of 1964 or 24 CFR part 1, or because he has made a complaint, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing under 24 CFR part 1. The identity of complainants shall be kept confidential except to the extent necessary to carry out the purposes of 2 CFR part 1, including the conduct of any investigation, hearing, or judicial proceeding arising thereunder.

8. Affirmative Action

a. Approved Plan

The SUBRECIPIENT agrees that it shall be committed to carry out pursuant to the GOVERNMENT's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965. The GOVERNMENT shall provide Affirmative Action guidelines to the SUBRECIPIENT to assist in the formulation of such program.

b. W/MBE

The SUBRECIPIENT will use its best efforts to afford minority- and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the term "minority and female business enterprise" means a business at least fifty-one (51) percent owned and controlled by

minority group members or women. For the purpose of this definition, "minority group members" are African-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The SUBRECIPIENT may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

c. EEO/AA Statement

The SUBRECIPIENT will, in all solicitations or advertisements for employees placed or on behalf of the SUBRECIPIENT, state that it is an Equal Opportunity or Affirmative Action employer.

B. Labor and Employment Restrictions

The SUBRECIPIENT shall comply with the in labor standards in Section 110 of the Housing and Community Development Act of 1974, as amended and ensure that all laborers and mechanics employed by contractors or subcontractors in the performance of construction work financed in whole or in part with assistance received under this agreement shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 3141, et seq.), and 29 CFR part 1, 3, 5, 6, and 7, provided, that this requirement shall apply to the rehabilitation of residential property only if such property contains not less than 8 units.

The SUBRECIPIENT agrees to comply with the Copeland Anti- Kick Back Act (18 U.S.C. 874) and its implementing regulations of the U.S. Department of Labor at 29 CFR part 3 and part 5. The SUBRECIPIENT shall maintain documentation that demonstrates compliance with applicable hour and wage requirements. Such documentation shall be made available to the GOVERNMENT for review upon request.

C. Section 3 of the Housing and Urban Development Act of 1968

a. Compliance

Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this Agreement, shall be a condition of the federal financial assistance provided under this Agreement and binding upon the SUBRECIPIENT and any of the SUBRECIPIENT'S subrecipients and subcontractors. Failure to fulfill these requirements shall subject the GOVERNMENT, the SUBRECIPIENT and any of the SUBRECIPIENT'S subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The SUBRECIPIENT certifies and agrees that no contractual or other disability exists which would prevent compliance with these requirements.

The SUBRECIPIENT further agrees to comply with these "Section 3" requirements and to include the following language in all subcontractors executed under this Agreement:

"The work to be performed under this contract is a project assisted under a

program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area and contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

The SUBRECIPIENT further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns which provide economic opportunities to low-and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The SUBRECIPIENT certifies and agrees that no contractual or other legal incapacity exists which would prevent compliance with these requirements.

b. Notifications

The SUBRECIPIENT agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

D. Conduct

1. Hatch Act

The SUBRECIPIENT agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V United States Code.

2. Conflict of Interest

In the procurement of supplies, equipment, construction, and services pursuant to

this agreement, the SUBRECIPIENT shall comply with the conflict of interest provisions in 2 CFR 200.317 and 200.318. In all cases not governed by 2 CFR 200.317 and 200.318, the SUBRECIPIENT shall comply with the conflict of interest provisions in 24 CFR 570.611, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The SUBRECIPIENT further covenants that in the performance of this Agreement no person having such a financial interest shall be employed or retained by the SUBRECIPIENT hereunder.

3. Lobbying

The SUBRECIPIENT hereby certifies that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement;
b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly; and
d. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

E. Religious Activities

The SUBRECIPIENT agrees that funds provided under this Agreement will not be used for religious activities, to promote religious interests, or for the benefit of a religious organization in accordance with the federal regulations specified in 24 CFR 570.200(j).

F. Drug Free Workplace

The SUBRECIPIENT shall administer a policy designed to ensure that the facilities providing services under the terms of this agreement are free from the illegal use, possession, or distribution of drugs or alcohol by its employees and beneficiaries.

G. Insurance & Bonding

The SUBRECIPIENT shall comply with the bonding and insurance requirements of 24 CFR §200.325 and §200.310.

H. FFATA

The SUBRECIPIENT shall comply with the requirements of 2 CFR part 25 Universal Identifier and System for Award Management (SAM). The SUBRECIPIENT must have an active registration in SAM in accordance with 2 CFR part 25, appendix A, and must have a Data Universal Numbering System (DUNS) number. The SUBRECIPIENT must also comply with provisions of the Federal Funding Accountability and Transparency Act, which includes requirements on executive compensation, and 2 CFR part 170 Reporting Subaward and Executive Compensation Information.

I. Environmental Conditions

1. Prohibition on Choice Limiting Activities Prior to Environmental Review

The SUBRECIPIENT must comply with the limitations in 24 CFR 58.22 even though the SUBRECIPIENT is not delegated the requirement under Section 104(g) of the HCD Act for environmental review, decision-making, and action (see 24 CFR part 58) and is not delegated the GOVERNMENT'S responsibilities for initiating the review process under the provisions of 24 CFR Part 52. 24 CFR 58.22 imposes limitations on activities pending clearance, and specifically limits commitments of HUD funds or non-HUD funds by any participant in the development process before completion of the environmental review. A violation of this requirement may result in a prohibition on the use of Federal funds for the activity.

J. Relocation, Real Property Acquisition and One-for-One Housing Replacement

The SUBRECIPIENT agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606 (c) governing the Residential Antidisplacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in §570.606(d) governing optional relocation policies. The SUBRECIPIENT shall provide relocation assistance to persons (families, individuals, businesses, non-profit organizations and farms) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The SUBRECIPIENT also agrees to comply with applicable GOVERNMENT policies concerning the displacement of persons from their residences.

VI. GENERAL CONDITIONS

A. The SUBRECIPIENT agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the Housing and Urban Development regulations concerning Community Development Block Grants CDBG). The SUBRECIPIENT also agrees to comply with all other applicable federal, state, and local laws, regulations, and policies governing the funds provided under this Agreement. The SUBRECIPIENT further agrees

to use funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. SUBRECIPIENT agrees to defend, indemnify, and hold harmless GOVERNMENT from any and all losses or claims of whatever kind, that are in any way incidental to, or connected with, or that arise or alleged to have arisen, directly or indirectly, in whole or in part, from the execution, performance, or breach of this contract by SUBRECIPIENT, including any environmental problems, including, without limitation, soil and/or water contamination, and remedial investigations and feasibility studies thereof, which exist at or prior to the contract commencement date, regardless of when such losses or claims are made or incurred. This indemnity agreement shall in no way be limited by any financial responsibility, or loss control requirements below, and shall survive the termination of this contract.

For the purposes of this Indemnity Provision:

1. The word "defend" includes, but is not limited to, investigating, handling, responding to, resisting, providing a defense for, and defending claims, at SUBRECIPIENT'S expense, using attorneys approved in writing by GOVERNMENT, which approval shall not be unreasonably withheld.

2. The word "claims" includes, but is not limited to, claims, demands, liens, suits, notices of violation from Governmental agencies, and other causes of action of whatever kind.

3. The word "losses" includes, but is not limited to: attorney fees and expenses; costs of litigation; court or administrative costs; judgments; fines; penalties; interest; all environmental cleanups and remediation costs of whatever kind; and any liability arising from death, injury, or damage of any kind, to any person, including employees and agents of SUBRECIPIENT and GOVERNMENT, and damage to, or destruction of, any property, including the property of GOVERNMENT.

C. The SUBRECIPIENT shall provide Workers' Compensation insurance coverage for all its employees involved in the performance of this Agreement.

D. If this Agreement results in any copyrightable material or inventions, the GOVERNMENT and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for government purposes.

E. This Agreement, or any part hereof, may be amended from time to time hereafter only in writing executed by the GOVERNMENT and the SUBRECIPIENT.

F. The SUBRECIPIENT shall not assign or transfer any interest in this Agreement without the prior written consent of the GOVERNMENT thereto; provided, however, that claims for money due or to become due to the GOVERNMENT under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the GOVERNMENT.

G. GOVERNMENT and the SUBRECIPIENT each binds himself and his partners, successors,

executors, administrators, assigns, and legal representatives of such other party, in respect to all covenants, agreements, and obligations of the Agreement.

H. Any notices, consents, waivers or other communications required or permitted to be given under the terms of this Agreement must be in writing and will be deemed to have been delivered: (i) upon receipt, when delivered personally; (ii) upon receipt, when sent by email (provided confirmation of transmission is mechanically or electronically generated and kept on file by the sending party); or (iii) when delivered or mailed by certified mail, postage prepaid, or return receipt requested. The addresses for such communications shall be to the respective addresses or of the parties as set forth in the Agreement, or at such other address as such parties shall have furnished in writing.

IN WITNESS WHEREOF, the parties executed this Agreement the day, month, and year above written.

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

Linda Gorton

Linda Gorton, Mayor

ATTEST:

Clerk of Urban County Council

CENTRAL CHRISTIAN CHURCH (DISCIPLES OF CHRIST), INC.

BY

Brandon Gilvin, Executive Director

Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0138-26

File ID:	0138-26	**Type:**	Agenda Item	**Status:**	Agenda Ready
Version:	2	**Contract #:**		**In Control:**	Grants and Special Programs
				File Created:	02/12/2026
File Name:	Request Council authorization to accept grant funds in the amount of $6,745 from the National Association of Police Athletic/Activities Leagues Inc for the Division of Police PAL program. No matching funds are required.			**Final Action:**	

Title: Authorization to accept grant funds in the amount of $6,745 for FY26 from the National Association of Police Athletic/Activities Leagues Inc for the Division of Police PAL program. Funds will be used to serve youth who may live in neighborhoods facing economic hardship, higher crime rates and limited access to safe, affordable youth programs. No matching funds required. Budget amendment in process. (L0138-26)(Weathers/Armstrong)

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	26- Blue Sheet Memo National PAL Award, National Pal Award Notice, BA 14114, NPAL_MOA	**Enactment Number:**	
Deed #:		**Hearing Date:**	
Drafter:	Katrina James	**Effective Date:**	

History of Legislative File

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

Text of Legislative File 0138-26

Title

Authorization to accept grant funds in the amount of $6,745 for FY26 from the National Association of Police Athletic/Activities Leagues Inc for the Division of Police PAL program. Funds will be used to serve youth who may live in neighborhoods facing economic hardship, higher crime rates and limited access to safe, affordable youth programs. No matching funds required. Budget amendment in process. (L0138-26)(Weathers/Armstrong)

Summary

Authorization to accept grant funds in the amount of $6,745 for FY26 from the National

Association of Police Athletic/Activities Leagues Inc for the Division of Police PAL program. Funds will be used to serve youth who may live in neighborhoods facing economic hardship, higher crime rates and limited access to safe, affordable youth programs. No matching funds required. Budget amendment in process. (L0138-26)(Weathers/Armstrong)
Budgetary Implications: Yes
Advance Document Review:

Law: Yes, Completed by Michael Sanner, 2/10/2026

Risk Management: N/A

Fully Budgeted: Budget amendment in process
Account Number:
This Fiscal Year Impact: $6,745
Annual Impact: $0
Project: PALMENT_2026
Activity: FED_GRANT
Budget Reference: 2026
Current Balance: BA in process

MAYOR LINDA GORTON

LEXINGTON

THERESA REYNOLDS
DIRECTOR
GRANTS & SPECIAL PROGRAMS

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

FROM: **THERESA REYNOLDS, DIRECTOR**
DIVISION OF GRANTS AND SPECIAL PROGRAMS

DATE: **FEBRUARY 10, 2026**

SUBJECT: **Acceptance of National Association of Police Athletic/Activities Leagues Inc. Grant**

Request: Council authorization to accept grant funds in the amount of $6,745 from the National Association of Police Athletic/Activities Leagues Inc for the Division of Police PAL program. No matching funds are required.

Why are you requesting? The Division of Police submitted an application to the National PAL Mentoring Grant Program requesting federal funds. The National Association of Police Athletic/Activities League, Inc. (National PAL) has awarded the Division of Police $6,745. Grant funds will be used to serve youth who may live in neighborhoods facing economic hardship, higher crime rates and limited access to safe, affordable youth programs.

What is the cost in this budget year and future budget years? $6,745 has been awarded for Fiscal Year 2026. No matching funds are required. Future years' funding is dependent upon availability.

Are the funds budgeted? Budget amendment is forthcoming.

File Number: 0138-26

Director / Commissioner: Weathers/Armstrong

Celia Moore

Subject: RE: National PAL FY24–2026 Youth Mentoring Program Award Notice

Celia,

See below award notice.

Thank you,

Christy Davenport
Grants Manager – Chief's Office
Lexington Police Department

859-258-3618 office
859-539-5019 cell
lexingtonky.gov/lexpd
joinlexpd.com

From: Compton, Keisha 52625 <kcompton@lexingtonpolice.ky.gov>
Sent: Tuesday, February 10, 2026 9:25 AM
To: Davenport, Christina 43118 <cdavenport@lexingtonpolice.ky.gov>
Subject: FW: National PAL FY24–2026 Youth Mentoring Program Award Notice

Keisha Compton
Officer-Community Services
Bureau of Training and Wellness
Lexington Police Department
859.230.7042
Lexingtonky.gov

1775-2025

From: Angela Caffee <acaffee@nationalpal.org>
Sent: Friday, February 6, 2026 5:51 PM

To: Compton, Keisha 52625 <kcompton@lexingtonpolice.ky.gov>
Subject: National PAL FY24–2026 Youth Mentoring Program Award Notice

National PAL Award Notice
February 6, 2026

Dear Keisha Compton ,

On behalf of the National Police Athletic/Activities League (National PAL), we are pleased to inform you that Lexington Police Activities League has been selected to receive funding under National PAL's **FY24–2026 Youth Mentoring Program**, supported by the U.S. Department of Justice, Office of Justice Programs, Office of Juvenile Justice and Delinquency Prevention (OJJDP) (Award No. 15PJDP-24-GG-01664-MENT).

The National PAL Youth Mentoring Initiative is designed to foster positive relationships between youth and mentors, promote personal growth, strengthen community engagement, and support youth facing elevated risk factors. This award recognizes your organization's demonstrated commitment to youth development and community impact.

Project Overview and Goals

The program will serve youth who may include those who:

- Live in communities with high risk factors such as poverty, unemployment, violent crime, and drug or gang involvement
- Attend schools with high rates of absenteeism and eligibility for free or reduced-price meals
- Are American Indian or Alaska Native
- Have one or more parents in the military
- Live in rural communities

Mentors and mentees will engage in structured, positive mentoring activities through PAL Chapters, supporting both individual and group mentoring, academic achievement, and social development. Performance outcomes will focus on improving youths' perceptions of law enforcement, increasing awareness of the dangers of drug and gang involvement, and strengthening perceived social support.

Award Details

Your organization will receive a subaward in the amount of $6745 to serve 7 youth, supporting direct operating expenses related to implementation of the National PAL Youth Mentoring Program in partnership with National PAL.

All grant funds must be proportionately and appropriately expended or obligated between **January 1, 2026 and December 31, 2026**. Funds may not be used for research and development activities.

Background Checks and DOJ Requirements

All staff and mentors aged 18 or older must undergo fingerprinting and criminal background checks in accordance with DOJ's **Determination of Suitability** requirements. Subrecipients may not allow any covered individual to interact with participating minors until a written suitability determination has been completed. Additional information on this requirement can be found at:
https://www.ojp.gov/funding/explore/interact-minors

Steps to Formally Accept This Award

To accept your award, please complete the following steps promptly:

1. **Complete the online** FY24–2026 Youth Mentoring Organization Contact Form immediately.
2. **Execute the Memorandum of Agreement (MOA)** once received. The MOA will be sent to the CEO and Board Member/Secondary Signer listed on your FY24–26 Mentoring Application. The MOA must be signed within **two weeks** of receipt.
3. **Complete the** FY24–2026 FFATA Form immediately (Password: **MENT2026**), regardless of award amount.
4. **Submit your FY24–2026 grant budget** in the FirstPic online grant management system within **two weeks** of receipt: http://firstpic.my.site.com/npal
   For login assistance, contact **support@firstpic.org**. Budgets will not be approved until the MOA has been fully executed.
5. After receiving FirstPic access, navigate to the **Resources Tab** to complete the **Grantee Implementation Form**, which outlines key activities and deadlines. This form must be completed and attached to your budget.
6. National PAL is preparing to release a new **NPAL Mentoring Curriculum** for the FY24–2026 MENTOR Grant. Additional curriculum options and grant requirements for the 2026 Mentoring Grant will be shared in the coming month.
7. **Spond Onboarding (Required):**
   National PAL has partnered with **Spond**, a member benefit that supports scheduling, registration, communication, and attendance tracking for the FY24–2026 Mentoring Grant. As a new grantee, onboarding with Spond is required. To get started, please book a call with Trine at **trine@spond.com**. Additional guidance will be provided during onboarding.
8. **Youth Pre/Post Survey (Required):**
   All participating youth are required to complete the National PAL **Pre- and Post-Program Survey** to support program evaluation and reporting requirements. The **pre-survey** must be completed prior to a youth's participation in the mentoring program, and the **post-survey** must be completed at the conclusion of their participation. These surveys are a critical component of performance measurement and help demonstrate program impact.

Please ensure that all participating youth complete both surveys using the link below:

Youth Survey:
https://forms.gle/SsmGHoLMGDEPniie8

Additional guidance on survey administration and timelines will be provided as needed.

If you have any questions or require additional information, please contact **acaffee@nationalpal.org** or **kjohnson@nationalpal.org**. We look forward to supporting your organization's efforts and partnership throughout the grant period.

Congratulations on this well-deserved award.

Sincerely,
**National Police Athletic/Activities League (National PAL)

Search in Menu

LFUCG Budget Amendment Request Form

Requester: Moore,Celia E **Date:** 02/18/2026 **Status:** Pending Approval **Amend Nbr:** 14114

Business Unit: LFUCG **Journal Date:** 02/18/2026 **Budget Period:** 2026 **Bid:** ☐ **Admin Review:** ☐

Personnel, Operating & Capital Accounts

Personalize | Find | View All | First 1-3 of 3 Last

	Fund	Dept	Section	Account	Description	Amount	Division	Department	Journal ID
1	3140	505507	5529	74102	Conferences and Other Training	4,500.00	TPERKINS	KARMSTRO	
2	3140	505507	5529	75801	Equipment Under $5000	1,000.00	TPERKINS	KARMSTRO	
3	3140	505507	5529	77801	Dues	1,245.00	TPERKINS	KARMSTRO	

Revenue Accounts

Personalize | Find | View All | First 1 of 1 Last

	Fund	Dept	Section	Account	Description	Amount	Division	Department	Journal ID
1	3140	505507	5529	44010	Intergovernmental - Federal	6,745.00	TPERKINS	KARMSTRO	

Project/Grant Revenue

Project/Grant Expenditures

Comments:

To establish grant budget for National Association Police Athletic/Activities League award (PALMENT_2026)

Net Amend Amt: 0.00

Submit for Approval

Save Add

National Association of Police Athletic/Activities Leagues, Inc.

Keisha Compton
Executive Director
Lexington PAL
,
UEI# VM1GLHWZXA96

SUBJECT : National PAL, Inc. FY2024-2026 National Youth Mentoring Program Subaward Agreement

AWARD NAME: Lexington PAL 2026 Mentoring

Dear Keisha Compton

I am pleased to inform you that your organization has been selected to participate in National PAL's FY 2024-2026 National Youth Mentoring Program with the award name referenced above. This program is funded through the U.S. Department of Justice, Office of Justice Programs, Office of Juvenile Justice and Delinquency Prevention ("OJJDP") [Award number 15PJDP- 24-GG-016664-MENT], Assistance Listings Number Assistance (formerly CFDA) 16.726. The National PAL ("NPAL") National Youth Mentoring Initiative will implement youth mentoring programs that strengthen and expand mentoring services to at-risk/high-risk youth populations, through PAL Member Chapters. Youth served under this program include those who a) live in communities with high community risk factors including poverty, unemployment, violent crime, and drug/gang involvement; b) attend schools that have a high percentage of students eligible for free and reduced-price meals and have high rates of absenteeism; c) are American Indian or Alaska Native; d) have one or more parents in the military; and/or e) live in rural communities. Mentors and mentees will participate in positive mentoring activities through PAL Member Chapters, providing greater opportunities for individual/group mentoring and academic achievement. The performance measurements for this initiative will include increasing the participating youth's attitude toward/viewpoint of law enforcement, understanding of the dangers of drug and gang involvement, and increasing their perception of social supports.

Your organization will receive a subaward to serve 8 **youth in the amount of** 6,745.00 to be used for direct operating expenses associated with the implementation of the National PAL Youth Mentoring program in partnership with National PAL. **All funds must be proportionately and appropriately expended or obligated between January 1, 2026, and December 31, 2026, and** no funding under this grant shall be used for Research and Development. **Your point of contact for this subaward is the National PAL VP of Finance and Federal Grant Administration who can be reached at acaffee@nationalpal.org.**

Subaward Agreement Requirements

The requirements below must have initials by ***both*** the PAL Chapter Executive Director and a designated alternate. As part of this subaward, your organization must complete the following items:

Pre-programming activities

_____ _____ Extend in-kind contributions, such as facility usage, including space, utilities and supplies

_____ _____ Select an individual to serve as the NPAL Mentoring Program Coordinator *within two weeks* of receiving this MOA.

_____ _____ Select an individual to serve as the NPAL Mentoring Finance Coordinator (may be the same as Program Coordinator) within two weeks of receiving this MOA.

_____ _____ Select the NPAL curriculum option(s) once they become available (TBD) and complete enrollment at that time. Curriculum selection must occur *within two weeks* of the options being released. Ensure that the NPAL Mentoring Program Coordinator and NPAL Mentoring Finance Coordinator participate in the Introduction webinar series, if applicable.

_____ _____ NPAL Mentoring Program Coordinator and/or Mentor must attend and participate in 2026 NPAL Youth Summit, to include at minimum 2 youths and 1 adult staff. NPAL reserves the right to reduce award amounts or rescind grant funding if your program does not meet this requirement.

_____ _____ The Mentoring Program Coordinator must attend the mandatory National PAL Subaward training webinar, May 4-8, 2026, in Washington, DC. All awardees must attend.

_____ _____ Sub awardees/Mentoring Program Coordinator to participate in all NPAL trainings including, but not limited to:
Grant support and implementation webinars
Peer-to-peer facilitated meetings
Substance Prevention Trainings
Quarterly best-practice webinar
Webinars related to the selected grant program curriculum
An online financial compliance training conducted midway through the grant period of performance
Additional NPAL trainings provided throughout the grant cycle

_____ _____ Recruit the required number of at-risk and/or high-risk youth to participate as mentees in the NPAL National Youth Mentoring program within 60 days of your program start date, as outlined in the approved implementation plan. All mentees must have a completed application and media release form signed by a parent or guardian.

_____ _____ Ensure that your budget and budget narrative have been completed *within two weeks* of receiving this MOA and budget modifications and program updates are submitted as required throughout the grant cycle. ***PLEASE NOTE: Food, Entertainment, and Equipment purchases are not allowable under the grant.**

_____ _____ Complete the NPAL Mentoring Implementation form per award notice and update as necessary with any changes to your implementation schedule throughout the grant cycle.

Program activities

_____ _____ Serve the number of at-risk or high-risk youth listed in this MOA. All mentees must have a completed application and media release form signed by a parent or guardian.

Identify, recruit, screen and train a minimum of 1 volunteer adult /peer mentor to every 7 mentees to establish mentoring relationships. Mentors, staff, and routine trainers who directly interact with participating minors under the grant, are required to complete a background check that includes criminal history, fingerprint check, a Dru Sjodin National Sex Offender Public Website check, and make a written determination that the individual (potential mentor) is suitable to interact with participating minors in the course of activities under the award. Subrecipients shall provide the appropriate paperwork to National PAL (see full requirement at https://www.ojp.gov/funding/explore/interact-minors).

Mentors must complete an application and sign a Mentor Agreement form within the first week of joining the program.

_____ _____ Ensure compliance with the Department of Justice Determination of Suitability requirement, as outlined in Appendix A, and submit all necessary documentation. Background checks/fingerprints must be completed for all covered individuals interacting with participating minors under the grant prior to engaging in program activity, as referenced in the DOS condition. All results must be reported to NPAL.

_____ _____ Engage law enforcement in all program activities.

_____ _____ Conduct in-person, pre-match training for mentors (including peer mentors) and record mentor attendance in all program activities.

_____ _____ Ensure that all mentors view the online NPAL Mentor training and complete the associated assessment.

_____ _____ Conduct in-person orientation or kickoff event for mentors, mentees, and mentees' families.

_____ _____ Match youth mentees with trained volunteer adult/peer mentors from the community. Match ratio at least 1 Mentor to 7 Mentees.

_____ _____ Implement NPAL mentoring programming to youth during non-school hours. If the program is slated to run during school hrs., pre-approval must be given in writing from NPAL VP of Grant Operations.

_____ _____ Ensure mentees and mentors meet in small groups a *minimum of once bi-weekly for 2 hours or weekly for 1 hour.* During each meeting, they will participate in a selected curriculum of activities provided by National PAL.

_____ _____ Complete attendance reports for all mentoring sessions to include attendance by mentors and mentees.

_____ _____ Complete a community service project that both mentees and mentors participate in.

_____ _____ Provide training and support to all mentors regarding the implementation of NPAL Mentoring's structured activities within a group mentoring context.

_____ _____ Participate in all technical assistance opportunities via individual calls and/or online networking systems with representatives from NPAL and/or FirstPic, Inc.

Reporting Requirements:

_____ _____ Create and maintain Mentor and Mentee files onsite which shall be available to NPAL during desk audits and site visits. Files shall include:

- Mentee application, including parental permission to participate in the mentoring program
- Mentee attendance and any progress notes provided by staff or mentors
- Mentee survey results
- Mentor application, including for peer mentors
- Mentor background and fingerprint check results if 18 or over
- Written determination that the individual (potential mentor) is suitable to interact with participating minors during activities under the award
- Mentor agreement

_____ _____ Complete required reports and evaluations of the NPAL Mentoring program. Participate in evaluation efforts, including but not limited to surveys, focus groups, webinars, interviews, and site visits.

_____ _____ Ensure mentors and mentees complete mid- and post-program surveys.

_____ _____ Maintain ongoing records that document staff working on the program, the number of mentees and mentors, the composition of mentee-mentor matches, and all mentoring activities that occur as part of the NPAL Mentoring program.

_____ _____ Document behavioral changes in perception of social support by mentees participating in the program.

_____ _____ TIMELY submission of monthly and quarterly program progress reports to NPAL via the online reporting system. Data to track and report include:

- Number of participating mentees
- Number of mentees leaving the program
- Number of mentees completing at least 30 mentoring sessions
- Certain demographic data concerning mentees
- Characteristics of youth such as if they have been involved in a juvenile offense, delinquent activity, or if they have been victimized.
- Number of mentors
- Number of mentors leaving the program
- Number of mentors trained
- Number of mentors showing an increase in knowledge due to trainings
- Number of community partners
- Other data outlined by NPAL during program reporting webinars or included in mentor/mentee surveys.

_____ _____ TIMELY submission of monthly financial reimbursement requests, **by the 5th of each month**, for the preceding month, to NPAL via the online reporting system. Reimbursements will be processed in the order they are received provided that your organization is in compliance with the program progress reporting requirements as stated above.

General Provisions:

_____ _____ Subrecipients must maintain current National PAL membership status throughout sub-grant period.

NPAL will monitor activities as necessary to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of the subaward; and that subaward performance goals are achieved. NPAL monitoring of the subrecipient will include:

(4) Reviewing financial and performance reports required by NPAL.

(2) Following up to ensure that the subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the subrecipient from NPAL as detected through audits, on-site reviews, and written confirmation from the subrecipient, highlighting the status of actions planned, or taken, to address Single Audit findings related to the subaward.

(3) Issue a management decision for applicable audit findings pertaining only to the Federal award provided to the subrecipient from NPAL as required by § 200.521.

(4) The subrecipient is responsible for resolving audit findings specifically related to the subaward and not responsible for resolving crosscutting findings. If a subrecipient has a current Single Audit report posted in the Federal Audit Clearinghouse and has not otherwise been excluded from receipt of Federal funding (e.g., has been debarred or suspended), the pass-through entity may rely on the

subrecipient's cognizant audit agency or cognizant oversight agency to perform audit follow-up and make management decisions related to cross-cutting findings in accordance with section § 200.513(a)(3)(vii). Such reliance does not eliminate the responsibility of NPAL entity to issue subawards that conform to agency and award-specific requirements, to manage risk through ongoing subaward monitoring, and to monitor the status of the findings that are specifically related to the subaward.

_____ _____ Provide adequate liability coverage on a comprehensive basis, in effect throughout the sub-grant period. The sub-grantee will provide adequate written proof of insurance as requested by National PAL *within three weeks of receiving the MOA*.

_____ _____ Provide timely and unrestricted access to all project/program related records to the U.S. Department of Justice, NPAL, FirstPic, Inc. and their assigned representatives to review, reproduce, publish, or otherwise use such data for federal purposes.

_____ _____ The subrecipient shall permit NPAL and auditors to have access to the subrecipient's records and financial statements as necessary for the pass-through entity to meet the requirements of this grant award.

_____ _____ Any sub awardee conducting programming on a Native American or Alaska Native reservation must supply National PAL with a Tribal Resolution from the Tribal government approving of the program's implementation on Native lands.

_____ _____ Comply with all applicable federal guidelines, including those found in the U.S. Department of Justice's Office of Justice Programs Financial Guide; 2 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; federal travel per diem guidelines; and support documents relative to them. The Financial Guide is located on the internet at http://www.ojp.usdoj.gov/financialguide; 2 CFR 200 at https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl; and federal travel per diem limits at http://www.gsa.gov/perdiem.

_____ _____ Review the Special Conditions attached to this MOA and comply with all Special Conditions set forth under this grant.

_____ _____ Subrecipient will submit audit within 9 months after your FY end, as required by Subpart F of the Uniform Guidance when it is expected that the subrecipient's Federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in § 200.501 ($750,000).

_____ _____ To ensure that all sub awardees stay on track to spenddown grant funds in an appropriate timeline, NPAL requires that sub awardees meet quarterly spenddown targets outlined below (unless provided alternative guidance from National PAL):

End of 1st quarter: At least 25% of funding expended and submitted through online reporting site
End of 2nd quarter: At least 50% of funding expended and submitted through online reporting site
End of 3rd quarter: At least 75% of funding expended and submitted through online reporting site

If sub awardees are not on track to meet these targets, they are required to submit a corrective action plan outlining how expenses will be incurred over future quarters to reach the appropriate targets prior to the end of the quarter. If sub awardees do not meet the quarterly percentage spenddown as listed above, NPAL reserves the right to reduce award amounts or rescind grant funding.

Disbursement and Use of Funds

Payment on this subaward will be authorized upon (1) submission, review and approval of this Subaward Agreement and appropriate supporting documentation, and (2) the organization's continued compliance and appropriate progress regarding the requirements of this award. The total subaward amount will be honored based on such compliance and appropriate progress. Actual payments will be made on a reimbursement basis upon submission, review, and approval of reports and appropriate documentation regarding expenditure of funds.

Funds may be used only for direct operating costs associated with stated project activities. All funds must be appropriately expended or obligated between January 1, 2026, and December 31, 2026, and these expenditures must be fully reported by January 31, 2027. Your organization will relinquish all rights and claims to award funds not appropriately expended or obligated by the spenddown targets outlined above and fully reported and documented by January 31, 2027.

The purchase of meals is not an allowable cost under the FY24 grant. Gratuity is also not reimbursable. You may only be reimbursed for up to $100 per youth for the cost of snacks in connection with activities under this grant for the entirety of the grant cycle.

When planning field trips and other events, keep in mind that you may only be reimbursed for up to $50 per youth.

Executing This Agreement

To indicate your organization's willingness to participate as an affiliate site in accordance with the specified requirements of this letter, the Executive Director and a designated alternate key point of contact shall initial each of the Award/Agreement Requirements above, print their names, and sign and date their signatures below.

Review, initial, sign, and Submit this Subaward Agreement, initialed, signed, and dated to National PAL, via the online reporting system immediately upon receipt and review. Once the Executive Director has signed the document, it will automatically forward to the secondary signer for execution. You will be able to access your executed MOA on your budget on the online grant management system (FirstPic). Please retain a copy of this agreement for your organization's files.
If you determine that your organization is unwilling or unable to comply with and/or deliver all the requirements of this award, do not execute this agreement. Instead, please contact the National PAL VP of Finance and Federal Grant Administration at acaffee@nationalpal.org.

The terms of this Subaward Agreement and applicable guidelines supersede any and all other verbal discussion related to these federal funds.

This Subaward Agreement may be terminated without further cause if your organization fails to initial, sign, and return this letter and all required, completed forms to National PAL within 2 weeks of receipt. Additionally, this award is subject to termination for cause or other administrative action if your organization does not adhere to all terms and conditions of this award. Either party may also terminate this agreement, in writing, at any time. National PAL is not obligated to reimburse any expenses that have not been approved at the time of MOA termination.

_____ _____ Please review and certify that you have read the full DOJ requirements of the Determination of suitability required, in advance, for certain individuals who may interact with participating minors award condition before signing this MOA. This award condition can be found at https://www.ojp.gov/funding/explore/interact-minors

We look forward to working with you on this important project!

Sincerely,

Angela Caffee

VP of Finance and Federal Grant Administration
National Association of Police Athletic/Activities Leagues, Inc.

_____	_____
PRINT NAME	SIGNATURE
_____	_____
PRINT NAME	SIGNATURE

_____
(Date)

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

1
Meaningful access requirement for individuals with limited English proficiency

The recipient, and any subrecipient at any tier, must take reasonable steps to ensure that individuals with limited English proficiency (LEP) have meaningful access to their programs and activities to comply with Title VI of the Civil Rights Act of 1964 (Title VI), which prohibits discrimination on the basis of national origin, including discrimination against individuals with LEP. Such steps may require providing language assistance services, such as interpretation or translation services. The Department of Justice guidance on compliance with this requirement may be found at "Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons" (67 Fed. Reg. 41455-41472) (https://www.federalregister.gov/d/02-15207) and is incorporated by reference here.

2
Compliance with general appropriations-law restrictions on the use of federal funds (FY 2024)
The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions that may be set out in applicable appropriations acts are indicated at https://ojp.gov/funding/Explore/FY24AppropriationsRestrictions.htm, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

3
Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqts.htm), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or

omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

4
Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

5
Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this award from OJP.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at https://ojp.gov/funding/Part200UniformRequirements.htm.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.334.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

6
Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at https://oig.justice.gov/hotline/contact-grants.htm (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at https://oig.justice.gov/hotline.

7

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38.

Among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

Recipients and subrecipients that provide social services under this award must give written notice to beneficiaries and prospective beneficiaries prior to the provision of services (if practicable) which shall include language substantially similar to the language in 28 CFR Part 38, Appendix C, sections (1) through (4). A sample written notice may be found at https://www.ojp.gov/program/civil-rights-office/partnerships-faith-based-and-other-neighborhood-organizations.

In certain instances, a faith-based or religious organization may be able to take religion into account when making hiring decisions, provided it satisfies certain requirements. For more information, please see https://www.ojp.gov/funding/explore/legaloverview2024/civilrightsrequirements.

8

Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

9

Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

10

Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or

other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

11
Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at https://ojp.gov/financialguide/DOJ/index.htm), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

12
Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

Among other items, 28 C.F.R. § 42.106(d), 28 C.F.R. § 42.405(c), and 28 C.F.R. § 42.505(f) contain notice requirements that covered recipients must follow regarding the dissemination of information regarding federal nondiscrimination requirements.

13
Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at https://ojp.gov/funding/Explore/Interact-Minors.htm (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

14
Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

15

Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (https://www.e-verify.gov/) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

16
Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

17
Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

18
Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors

from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

19
OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at https://www.ojp.gov/funding/implement/training-guiding-principles-grantees-and-subgrantees.

20
Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed $250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, $250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed $250,000)), and are incorporated by reference here.

21
Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope Grant Award Modification (GAM) to eliminate any inappropriate duplication of funding.

22

Required training for Grant Award Administrator and Financial Manager

The Grant Award Administrator and all Financial Managers for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2021, will satisfy this condition.

In the event that either the Grant Award Administrator or a Financial Manager for this award changes during the period of performance, the new Grant Award Administrator or Financial Manager must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after the date the Entity Administrator enters updated Grant Award Administrator or Financial Manager information in JustGrants. Successful completion of such a training on or after January 1, 2021, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at https://onlinegfmt.training.ojp.gov/. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

23

Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

24

Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the

part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

25
Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

26
Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "Personally Identifiable Information (PII)" (2 CFR 200.1) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

27
Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at https://www.sam.gov/. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at https://ojp.gov/funding/Explore/SAM.htm (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

28
Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards

Consistent with Executive Order 14074, “Advancing Effective, Accountable Policing and Criminal Justice Practices To Enhance Public Trust and Public Safety,” OJP has prohibited the use of federal funds under this award for purchases or transfers of specified equipment by law enforcement agencies. In addition, OJP requires the recipient, and any subrecipient

(“subgrantee”) at any tier, to put in place specified controls prior to using federal funds under this award to acquire or transfer any property identified on the “controlled equipment” list. The details of the requirement are posted on the OJP web site at https://www.ojp.gov/funding/explore/prohibited-and-controlled-equipment (Award condition: Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards), and are incorporated by reference here.

29
Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

30
All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at https://ojp.gov/funding/Explore/SubawardAuthorization.htm (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

31
Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

Among other items, 28 C.F.R. § 54.140 contains notice requirements that covered recipients must follow regarding the dissemination of information regarding federal nondiscrimination requirements.

32
Limit on use of grant funds for grantees' employees' salaries

With respect to this award, federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal

government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.)

This limitation on compensation rates allowable under this award may be waived on an individual basis at the discretion of the OJP official indicated in the program announcement under which this award is made.

33

The recipient is authorized to incur travel costs and draw down funds in an amount not to exceed $3,000 for the purpose of attending the New Grantee Training in Washington, DC. The grantee is not authorized any additional expenditures, obligations, or withdrawals until the Office of the Chief Financial Officer has reviewed and approved its budget and budget narrative, and an Award Condition Modification (ACM) has been issued to remove this award Condition.

34

The award recipient must attend the Office of Juvenile Justice and Delinquency Prevention (OJJDP)-sponsored New Grantee Orientation training to be held during the first year of the project period at a location to be determined by OJJDP.

35

Cooperating with OJP Monitoring

The recipient agrees to cooperate with OJP monitoring of this award pursuant to OJP's guidelines, protocols, and procedures, and to cooperate with OJP (including the grant manager for this award and the Office of Chief Financial Officer (OCFO)) requests related to such monitoring, including requests related to desk reviews and/or site visits. The recipient agrees to provide to OJP all documentation necessary for OJP to complete its monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by OJP for providing the requested documents. Failure to cooperate with OJP's monitoring activities may result in actions that affect the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to award funds; referral to the DOJ OIG for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

36

Any Web site that is funded in whole or in part under this award must include the following statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a Web-based service, including any pages that provide results or outputs from the service:

"This Web site is funded [insert "in part," if applicable] through a grant from the [insert name of OJP component], Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this Web site (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)."

The full text of the foregoing statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.

37

FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of $30,000 or more and,

in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at https://ojp.gov/funding/Explore/FFATA.htm (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than $30,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

38
Justification of consultant rate

Approval of this award does not indicate approval of any consultant rate in excess of $650 per day. A detailed justification must be submitted to and approved by the OJP program office prior to obligation or expenditure of such funds.

39
OJJDP- Printing and Publications

The recipient shall submit to OJJDP a copy of all interim and final reports and proposed publications (including those prepared for conferences, journals, and other presentations) resulting from this award, for review and comment prior to publishing. Any publication produced with grant funds must contain the following statement: "This project was supported by Grant # ( ) awarded by the Office of Juvenile Justice and Delinquency Prevention, Office of Justice Programs, U.S. Department of Justice. The opinions, findings, and conclusions or recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect those of the Department of Justice. All reports and products may be required to display the OJJDP logo on the cover (or other location) with the agreement of OJJDP. OJJDP defines publications as any planned, written, visual or sound materials substantively based on the project, formally prepared by the award recipient for dissemination to the public.

40
Copyright; Data rights

The recipient acknowledges that OJP reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use (in whole or in part, including in connection with derivative works), for Federal purposes: (1) any work subject to copyright developed under an award or subaward (at any tier); and (2) any rights of copyright to which a recipient or subrecipient (at any tier) purchases ownership with Federal support.

The recipient acknowledges that OJP has the right to (1) obtain, reproduce, publish, or otherwise use the data first produced under any such award or subaward; and (2) authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes. "Data" includes data as defined in Federal Acquisition Regulation (FAR) provision 52.227-14 (Rights in Data - General).

It is the responsibility of the recipient (and of each subrecipient (at any tier), if applicable) to ensure that the provisions of this condition are included in any subaward (at any tier) under this award.

The recipient has the responsibility to obtain from subrecipients, contractors, and subcontractors (if any) all rights and data necessary to fulfill the recipient's obligations to the Government under this award. If a proposed subrecipient, contractor, or subcontractor refuses to accept terms affording the Government such rights, the recipient shall promptly bring such refusal to the attention of the OJP program manager for the award and not proceed with the agreement in question without further authorization from the OJP program office.

41
The recipient shall submit semiannual performance reports. Performance reports shall be submitted within 30 days after the end of the reporting periods, which are June 30 and December 31, for the life of the award. These reports will be submitted to the Office of Justice Programs, on-line through the Internet at https://justgrants.usdoj.gov

42
The recipient agrees to submit a final report at the end of this award documenting all relevant project activities during the entire period of support under this award. This report will include detailed information about the project(s) funded, including, but not limited to, information about how the funds were actually used for each purpose area, data to support statements of progress, and data concerning individual results and outcomes of funded projects reflecting project successes and impacts. The final report is due no later than 120 days following the close of this award period or the expiration of any extension periods. This report will be submitted to the Office of Justice Programs, on-line through the Internet at https://justgrants.usdoj.gov/

43
Recipient integrity and performance matters: Requirement to report information on certain civil, criminal, and administrative proceedings to SAM and FAPIIS

The recipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this OJP award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system (currently, "FAPIIS").

The details of recipient obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to the federal designated integrity and performance system (currently, "FAPIIS") within SAM are posted on the OJP web site at https://ojp.gov/funding/FAPIIS.htm (Award condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIIS), and are incorporated by reference here.

44
The recipient's budget (and budget narrative) is pending clearance by OJP.

Prior to budget clearance (and unless there is a more restrictive condition on this award, in which case the terms of that more restrictive condition apply): The recipient may not drawdown more than 10% of the award. Pre-clearance obligations, expenditures, and drawdowns may be disallowed if not in compliance with program requirements.

The recipient should be judicious in using award funds prior to budget clearance. Generally, OJP expects that recipients (depending on the specific project scope) may need to advertise for award-funded positions, pay personnel and fringe benefits for positions budgeted under the award, plan for project activities, attend training and pay training-related travel needed to begin the project, and engage in other limited activities conducted by recipient staff (i.e., generally not requiring a subaward or procurement contract under an award).

OJP will issue an Award Condition Modification upon budget clearance.

45
The recipient may not obligate, expend, or draw down any award funds for indirect costs, unless and until either -- (1) the recipient submits to OJP a current, federally-approved indirect cost rate agreement, or (2) the recipient determines that it is

eligible under the Part 200 Uniform Requirements to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and advises OJP in writing of both its eligibility and its election.

The financial review of the budget for this award is pending. If the OJP Office of the Chief Financial Officer (OCFO) determines as part of its financial review that the recipient already has submitted the documentation concerning indirect costs described above, this condition will be released through a Grant Award Condition Modification (ACM) upon completion of the OCFO final budget review.

If the OJP OCFO instead determines as part of its financial review that the recipient has not yet submitted the required documentation concerning indirect costs, this condition will not be released until OJP (including its OCFO) receives and reviews a satisfactory submission.

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0139-26

File ID:	0139-26	**Type:**	Agenda Item	**Status:**	Agenda Ready
Version:	1	**Contract #:**		**In Control:**	Mayor's Office
				File Created:	02/12/2026
File Name:	Masterson Station Park Advisory Board Membership Update			**Final Action:**	

Title: Authorization to amend Section 2-87(A) of the Code of Ordinances related to the membership of the Masterson Station Park Advisory Board to clarify Bracktown Neighborhood and soccer programming representation. No budgetary impact. (L0139-26)(Scott)

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	MSPAB Membership Update, [draft] ORD xxx-26 Amending MSPAB Membership 4911-2530-4975 v.1	**Enactment Number:**	
Deed #:		**Hearing Date:**	
Drafter:		**Effective Date:**	

History of Legislative File

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

Text of Legislative File 0139-26

Title

Authorization to amend Section 2-87(A) of the Code of Ordinances related to the membership of the Masterson Station Park Advisory Board to clarify Bracktown Neighborhood and soccer programming representation. No budgetary impact. (L0139-26) (Scott)

Summary

Authorization to amend Section 2-87(A) of the Code of Ordinances related to the membership of the Masterson Station Park Advisory Board to clarify Bracktown Neighborhood and soccer programming representation. No budgetary impact. (L0139-26) (Scott)

Budgetary Implications [select]: NO

Advance Document Review:

Law: { Select Yes, Completed by [Gabriel Thatcher, 2/12/2026]}

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

Fully Budgeted [select]: N/A
Account Number: N/A
This Fiscal Year Impact: $0
Annual Impact: $0
Project:
Activity:
Budget Reference:
Current Balance:

MAYOR LINDA GORTON

LEXINGTON

TO: Mayor Linda Gorton, Lexington-Fayette Urban County Council

FROM: Melissa McCartt-Smyth, Administrative Specialist Senior

CC: Tyler Scott, Chief of Staff

DATE: 2/12/2026

SUBJECT: Masterson Station Park Advisory Board Membership Update

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Requesting an update to the membership section of ordinance for the Masterson Station Park Advisory Board; specifically, (1) member shall be from the Bracktown Neighborhood ~~Association; ~~; one (1) one member shall be from the ~~Lexington Youth Soccer Association~~ a designated representative of an entity that provides programming at the Masterson Station Park East Side Soccer Complex; (1) ex-officio, non-voting member shall be the director of the division of parks and recreation or ~~his~~ their designee; and to extend term limits beyond the normal Council Rules, (d) Any member may be reappointed for additional terms, notwithstanding the general term limit restriction contained Section 4.107(3) of the Council Rules (commonly referred to as the “Fernita Rule”).

Department needs this action completed because the Board has voted on changing and clarifying role-specific seating and term limits to better serve their overall function.

The cost for this FY is: N/A

The cost for future FY is: N/A

Does not affect the budget.

The funds are budgeted or a budget amendment is in process: N/A

Account number: N/A

File Number: 0139-26

Director/Commissioner: Tyler Scott, Chief of Staff

ORDINANCE NO. ____-2026

AN ORDINANCE AMENDING SECTION 2-87(A) OF THE CODE OF ORDINANCES RELATED TO THE MASTERSON STATION PARK ADVISORY BOARD TO AMEND THE MEMBERSIP AS FOLLOWS: REMOVING “BRACKTOWN NEIGHBORHOOD ASSOCIATION” AND “LEXINGTON YOUTH SOCCER ASSOCIATION,” AND ADDING “BRACKTOWN NEIGHBORHOOD,” AND “A DESIGNATED REPRESENTATIVE OF AN ENTITY THAT PROVIDES PROGRAMMING AT THE MASTERSON STATION PARK EAST SIDE SOCCER COMPLEX,” AND FURTHER AMENDING SECTION 2-87(D) OF THE CODE OF ORDINANCES, TO ALLOW MEMBERS OF THE BOARD TO SERVE AN INDEFINITE NUMBER OF TERMS, EFFECTIVE FOLLOWING PASSAGE OF COUNCIL.

_____
_

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

Section 1 - That Section 2-87(a) of the Code of Ordinances, Lexington-Fayette Urban County Government, be and hereby is amended to read as follows:

Sec. 2-87. – Membership; terms; staff.

(a) The members of the MSP Advisory Board shall be eighteen (18) in number and shall be appointed by the mayor, with the advice of the constituent groups represented, subject to confirmation by a majority of the urban county councilmembers. Sixteen (16) members shall be voting members and two (2) shall be ex-officio, non-voting members. The eighteen (18) members shall be as follows: one (1) member from the Audubon Society; one (1) member shall be from the Lexington Lions Club, Inc.; one (1) member shall be from the Bracktown Neighborhood ~~Association~~; one (1) member shall be from the Masterson Station Park Casual Riders; one (1) member shall be a citizen representing the division of parks and recreation Equestrian Program; one (1) member shall be from the Friends of the Dog Park; one (1) member shall be the representative to the Parks and Recreation Advisory Board for the urban county district in which Masterson Station Park is located, unless (s)he is unable or unwilling to serve, in which case the position shall be filled by an individual from the urban county council district in which Masterson Station Park is located; one (1) member shall be from the Kentucky Border Collie Association; one (1) member shall be from the McConnell Trace Neighborhood Association; one (1) one member shall be from the ~~Lexington Youth Soccer Association~~ a designated representative of an entity that provides programming at the Masterson Station Park East Side Soccer Complex; one (1) member shall be from the Masterson Station Neighborhood Association; one (1) member shall be from the Masterson Equestrian Trust Foundation; one (1) member shall be from the Fayette County Neighborhood Council; one (1) member shall be from the Marehaven/Westwood Homeowners Association; one (1) member shall be from the international sports community; one (1) member shall be a representative from Town Branch Trail, Inc.; one (1) ex-officio, non-voting member shall be the Urban County Council member that represents the urban county district in which Masterson Station Park is located; and one (1) ex-officio, non-voting member shall be the director of the division of parks and recreation or ~~his~~ their designee.

Section 2 – That Section 2-87(d) of the Code of Ordinances of the Lexington-Fayette Urban County Government be and hereby is amended to read as follows:

…

(d) Any member may be reappointed for additional terms, notwithstanding the general term limit restriction contained Section 4.107(3) of the Council Rules (commonly referred to as the “Fernita Rule”).

Section 3 – That the amendment to Section 2-87(d) shall control for the purposes of membership on the Masterson Station Park Advisory Board.

Section 4 - That this Ordinance shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL:

_____
MAYOR

ATTEST:

_____
CLERK, URBAN COUNTY COUNCIL
PUBLISHED:
xxx-26:GET: 4911-2530-4975, v. 1

Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0140-26

File ID:	0140-26	**Type:**	Agenda Item	**Status:**	Agenda Ready
Version:	1	**Contract #:**		**In Control:**	Computer Services
				File Created:	02/12/2026
File Name:	Delaero UKG Kronos Upgrade			**Final Action:**	

Title: Authorization to execute the necessary documents to enter into a limited engagement contract and statement of work with Dalaero, Inc., the UKG vendor partner supporting legacy Kronos timekeeping environment support services, and further authorize the Mayor or the Chief Information Officer as her designee to execute any future documents, necessary for the operation, support, or maintenance of the same, subject to the appropriation of sufficient funds. Cost for FY26 is $6,000. Funds are budgeted. (L0140-26)(Stewart/Rodgers)

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	Dalaero Memorandum -UKG legacy Kronos upgrade, Delaero Master Services Agreement, Delaero SOW WFC Historical Data Preservation	**Enactment Number:**	
Deed #:		**Hearing Date:**	
Drafter:	Cathryn Reed	**Effective Date:**	

History of Legislative File

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

Text of Legislative File 0140-26

Title

Authorization to execute the necessary documents to enter into a limited engagement contract and statement of work with Dalaero, Inc., the UKG vendor partner supporting legacy Kronos timekeeping environment support services, and further authorize the Mayor or the Chief Information Officer as her designee to execute any future documents, necessary for the operation, support, or maintenance of the same, subject to the appropriation of sufficient funds. Cost for FY26 is $6,000. Funds are budgeted. (L0140-26) (Stewart/Rodgers)

Summary

Authorization to execute the necessary documents to enter into a limited engagement contract and statement of work with Dalaero, Inc., the UKG vendor partner supporting legacy Kronos timekeeping environment support services, and further authorize the Mayor or the Chief Information Officer as her designee to execute any future documents, necessary for the operation, support, or maintenance of the same, subject to the appropriation of sufficient funds. Cost for FY26 is $6,000. Funds are budgeted. (L0140-26) (Stewart/Rodgers)

Budgetary Implications [select]: Yes
Advance Document Review:

Law: { Select Yes/No, Completed by [Evan Thompson and Tiffany Holskey, 12/23/2025]}

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

Fully Budgeted [select]: Yes
Account Number: 1101-210101-0001-71208
This Fiscal Year Impact: $6,000
Annual Impact: $
Project:
Activity:
Budget Reference:
Current Balance: $231,102.03

MAYOR LINDA GORTON

LEXINGTON

LIZ RODGERS
CHIEF INFORMATION OFFICER

TO: Linda Gorton, Mayor

Honorable Members, Urban County Council

FROM: Liz Rodgers, Chief Information Officer

DATE: February 4, 2026

SUBJECT: UKG legacy Kronos environment upgrade via Delaero

Request:

Authorize the Mayor or the Chief Information Officer as her designee, on behalf of the Lexington-Fayette Urban County Government, to execute the necessary documents to enter into a limited engagement contract and statement of work with Dalaero, Inc., the UKG vendor partner supporting legacy Kronos timekeeping environment support services, and further authorize the Mayor or the Chief Information Officer as her designee to execute any future documents, necessary for the operation, support, or maintenance of the same, subject to the appropriation of sufficient funds.

Purpose:

The legacy Kronos timekeeping software environment which has recently been migrated to the UKG cloud hosted version of the application is required to meet record retention requirements for employee timecard data. This new vendor is the consulting firm that UKG has identified to provide services and support for the legacy Kronos environment. To meet records retention requirements this legacy environment must be upgraded to the latest software version and operating system which will be supported by Delaero, Inc..

Term and Termination:

This limited services engagement through the Agreement or any SOW thereunder, and all related obligations, other than those regarding the protection of confidential or proprietary information, shall terminate thirty days after written notice by either party, or termination of this agreement or a particular SOW.

Budgetary Implication:
Cost for FY26 not to exceed $6,000
Are the funds budgeted? Yes

Account String:
1101-210101-0001-71208 $6,000

File Number: 0140-26
Director/Commissioner: Stewart/Rodgers

Delaero

Delaero – Lexington Fayette Urban Co Gov
MASTER SERVICES AGREEMENT

This Master Services Agreement ("Agreement") dated as of 17 December 2025 (the "**Effective Date**") is made and entered into by and between **Delaero, Inc.** ("**Consultant**"), a Massachusetts corporation having a place of business at 387 E. Riding Drive, Carlisle, MA 01741 and **Lexington Fayette Urban Co Gov**, ("**Client**"), having a place of business at 200 East Main St., Lexington, KY 40507-1310.

WHEREAS, both parties have entered into this Agreement that defines the terms and conditions intended to govern their business relationship.

NOW, THEREFORE, the parties hereto, in consideration of the premises and of the mutual covenants and promises contained herein, agree as follows:

1. Statement of Work for Each Engagement. For each project or engagement in which Consultant is to provide services to or on behalf of Client hereunder ("Engagement"), a Statement of Work ("SOW") will be created that defines the work to be performed by Consultant and the responsibilities of each of the parties in addition to those stated herein. Any such SOW shall only become effective when it is signed by both parties. The terms and conditions of this Agreement shall apply to all work performed in connection with any SOW. In the event of a conflict between the terms and conditions of this Agreement and any SOW, unless the SOW specifically provides otherwise, the terms and conditions of this Agreement shall prevail. This Agreement and any SOW hereunder can only be modified upon written agreement of both parties.

2. Consultant's Responsibilities. The Consultant agrees to furnish the services and/or deliverables identified in the applicable SOW ("Services") to the customer(s) of Client, or to Client directly, in accordance with the requirements of the SOW and this Agreement.

3. Payment. Services will be invoiced, and payment due as set forth in the SOW.

4. Commitments. Nothing in this Agreement shall grant to either party the right to make commitments of any kind for or on behalf of the other party without the prior written consent of the other party.

5. Relationship. Nothing in this Agreement shall be construed to form a partnership or a joint venture between the parties, and the relationship between the parties hereto shall be that of independent contractors. Consultant shall be solely responsible for its own work materials and tools, and for the provision of compensation and benefits to its own personnel. Consultant will be fully responsible for compliance with federal, state and local tax reporting

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requirements and for all applicable taxes pertaining to its own personnel.

6. Restrictions on Solicitation.
During the period of this Agreement and for a period of one year after the termination or expiration of its services as a Consultant hereunder, neither party will seek to persuade any employee of the other party to discontinue his/her employment or to become employed in any business directly or indirectly competitive with the other party's business. The foregoing restriction shall not apply to any such employee who responds to any public recruitment advertisement placed by or on behalf of the soliciting party (including without limitation advertisements posted on the Internet, solicitations at job fairs or other similar general solicitations) or who is solicited or recruited via any recruiting firm or similar organization, as long as such recruiting firm is not instructed to target employees of the other party.

7. Intellectual Property.
A. All developments, inventions, discoveries, methods, processes, compositions, work concepts and ideas, and all intellectual property rights associated therewith (collectively, "Intellectual Property"), created or provided by Consultant in connection with any SOW hereunder shall be deemed "works for hire" and shall be the exclusive property of Client. Notwithstanding the foregoing, the Consultant shall retain exclusive ownership of any Intellectual Property that it created prior to, or independent of, its engagement by Client hereunder. Consultant may employ processes, methods, formulae, solutions, techniques and know-how that existed prior to this Agreement in performance of the Services. With regard to these and any other materials provided by Consultant that were created prior to this Agreement, or were created by Consultant during this Agreement but where such material is reusable for the public without relying on Client or its customers' information, Consultant shall give Client a fully paid, worldwide, non-transferable, perpetual license to use such material for the purposes authorized hereunder.

B. Neither party shall knowingly adopt or attempt to register any trademarks, logos, service marks and other proprietary words or symbols ("Corporate Marks") based on the other party's Corporate Marks or which is otherwise confusingly similar to any of the other party's Corporate Marks.

8. Exchange of Information. Any non-public information or material disclosed by Client or its customers to the Consultant, or any information, material or deliverable developed by Consultant for Client or its customers, in connection with this Agreement ("Confidential Information") shall be protected and held in confidence by Consultant. Confidential Information will be used by Consultant only for the purposes of this Agreement and related internal administrative purposes. Disclosure of the Confidential Information will be restricted to the Consultant's employees, contractors, or alliance companies on a "need to know" basis in connection with the Services, provided that such third parties are bound by confidentiality obligations no less stringent than the

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safeguards specified herein prior to any such disclosure. Confidential Information does not include information which: (i) is already known to the Consultant at the time of disclosure; (ii) is or becomes publicly known through no wrongful act or failure of the Consultant; (iii) is independently developed without benefit of Confidential Information and outside the scope of this Agreement; or (iv) is received from a third party which is not under and does not thereby breach an obligation of confidentiality. Consultant agrees to protect Confidential Information at all times and in the same manner as it protects the confidentiality of its own proprietary and confidential materials, but in no event with less than a reasonable standard of care. Consultant may disclose Confidential Information to the extent required by law, but that disclosure does not relieve Consultant of its confidentiality obligations with respect to any other party. Except as to the confidentiality of trade secrets, the confidentiality restrictions and obligations will terminate two (2) years after the expiration or termination of the Agreement, unless the law requires a longer period.

9. Term and Termination. This Agreement or any SOW thereunder, and all related obligations, other than those regarding the protection of confidential or proprietary information, shall terminate thirty days after written notice by either party to the other, of termination of this Agreement or a particular SOW. The parties agree that where the context of any provision indicates an intent that it shall survive the term or termination of this Agreement, then it shall survive. In the event of termination, Consultant agrees to cooperate in good faith with Client with respect to transition of any pending work to Client or third party selected by Client.

10. Informal Dispute Resolution. The parties will attempt to settle any dispute, claim or controversy arising out of this Agreement through consultation and negotiation in good faith. If those attempts fail, then the dispute may be mediated by a mutually acceptable mediator to be chosen by the parties after written notice by the party demanding mediation. The parties will share the costs of the mediation equally. If mediation does not resolve the dispute, or if either party does not elect to use mediation, the parties agree that their dispute(s) shall be adjudicated pursuant to Section 12.

11. Notice. Any notice required or permitted to be given under this Agreement shall be deemed properly given if reduced to writing and personally delivered or transmitted by courier, registered or certified mail, return receipt requested, to the addresses shown below, or by confirmed email or facsimile with correct answerback, and shall be effective upon receipt or at such time as delivery is refused by addressee upon presentation.

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Notices shall be sent as follows:

To Lexington Fayette Urban Co Gov:
200 East Main St., Lexington, KY 40507-1310
Attention: Chris Cieri
Email: ccieri@lexingtonky.gov
Phone: +1 (859) 258-3730

To Delaero, Inc.:
387 E. Riding Drive,
Carlisle, MA 01741
Attention: Melynda Gambino
Email: melynda.gambino@delaero.com
Phone: (617) 699-1553

12. Governing Law. The validity, performance and all matters relating to the effect of this Agreement and any amendment hereto shall be governed by the laws of the Commonwealth of Kentucky and the parties agree to the exclusive jurisdiction of its courts.

13. Limitation of Liability. Except for breaches of the Confidential Information obligations and any other express remedies provided in this Agreement, (a) neither party shall have any liability for damages to the other for any violation of the terms of this Agreement except for moneys due hereunder, (b) in no event will either party be liable for any indirect, punitive, special, incidental or consequential damage in connection with or arising out of this Agreement (including loss of profits, use, data, or other economic advantage), however it arises, whether for breach of this Agreement, including breach of warranty, or in tort, even if that party has been previously advised of the possibility of such damage, or (c) in no event will either party be liable for damages in excess of the amounts paid to Consultant under this Agreement or, for Client, fees it has agreed to pay hereunder. Further, liability for such damage shall be excluded, even if the exclusive remedies provided for in this Agreement fail of their essential purpose.

14. Force Majeure. Neither Client nor Consultant will be liable for delays in performance due to circumstances beyond its reasonable control. The party claiming to be affected by force majeure shall notify the other party no later than 15 days after the occurrence of force majeure; shall minimize the damage caused by force majeure; and shall resume the performance of its obligations as soon as reasonably practicable after the remediation or removal of the cause.

15. Assignment or Transfer of Obligations Hereunder. Consultant shall not subcontract or assign its obligations under this Agreement or any Scope Statement to any third party unless Client consents in writing. Any attempted assignment, subcontracting delegation or transfer, without prior written consent, shall be void.

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16. Waiver. The waiver or failure of either party to exercise, in any respect, any right provided for herein shall not be deemed a waiver of any further right hereunder.

17. Entire Agreement. This Agreement constitutes the entire understanding between the parties concerning the subject matter hereof and supersedes all prior discussions, agreements and representations, whether oral or written and whether or not executed by Client and Consultant. No modification, amendment or other changes may be made to this Agreement or any part thereof unless reduced to writing and executed by authorized representatives of each party.

IN WITNESS WHEREOF, the parties herein have caused this Agreement to be executed by their duly authorized representatives.

Lexington Fayette Urban Co Gov:	**Delaero, Inc.**:
BY: _____	BY: _____
NAME: _____	NAME: Melynda Gambino
TITLE: _____	TITLE: COO

4925-8426-8932, v. 1

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Statement of Work for Lexington Fayette Urban Co Gov

WFC Historical Data Preservation Project

SOW Author:	Melynda Gambino
Last Saved Date:	12/19/25 11:27:00 AM
Revision Number:	1
Expiration Date	2/19/2026
Client:	Lexington (Chris Cieri)
UKG SID:	
Revision History:	
12/17/2025 – v1 - Initial Version 12/19/2025 – v2 – Removed references to the Kronos Private Cloud	

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CONFIDENTIAL – Not to be disclosed to third parties without specific written consent from Delaero, Inc.

This Statement of Work ("SOW") is for services that Delaero, Inc. ("Consultant") will perform for Lexington Fayette Urban Co Gov ("Lexington"). This SOW is incorporated by reference into the Master Services Agreement ("Agreement") executed by Consultant and Lexington on or about 17 December 2025.[1] This SOW hereby incorporates by reference all the terms and conditions of the Agreement, except as specifically modified by this SOW. In the event of any conflict between the terms and conditions of the Agreement and this SOW, this SOW will control.

1) General Project Description

The scope of work is to provide consulting support for Lexington's UKG/Kronos system for the WFC Historical Data Preservation Project. This includes a review of the product, screens, interfaces, and customs.

2) Scope of Work

Lexington is requesting assistance to preserve Historical WFC data. Lexington is no longer using WFC as their system of record for time tracking so the WFC database is static and can be considered the final WFC database version. Lexington currently has a WFC 8.14 version system on Windows 2016 with SQL 2014 and Windows 2012 R2. Lexington wants to update their WFC version to 8.1.23 with a destination system using Windows Server 2022 to help support the historical system for the next several years.

Lexington will request provide a copy of their WFC Production database. Lexington will move the database copy to the destination server. If Lexington requests assistance, Delaero will restore the copy of the WFC Production database and will install the WFC software, disable clock communication, disable all integrations and disable anything where data is coming in or out of the WFC system. Delaero will disable all user accounts except for the folks who Lexington wants access to the system. Delaero will upgrade the WFC database to version 8.1.23 and will apply the security patches developed by UKG.

Assumptions

- Lexington will provide access to required systems
- Lexington will provision the destination server environment for the WFC Database and WFC Application
- Lexington will provide all hardware, software / licensing needed from UKG such as historical licenses and other 3rd parties such as Microsoft if applicable
- Lexington will ensure the database copy is placed on the destination server
- Lexington's WFC solution includes timekeeping only, and does not include HR/PR, Single sign-on, Telestaff, Teletime, attestation, or language packs

[1] The text of the Master Services Agreement can be found at: https://delaero.com/delaero-company-msa/. In the event that Customer does not execute and deliver the Master Services Agreement to Delaero, the terms located at this link shall apply as the "Agreement." The terms located at this link shall have no force or effect if Customer executes and delivers the Master Services Agreement to Delaero.

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3) Project Deliverables

- Updated On-Prem instance of WFC for historical data reporting purposes

4) Project Schedule

Project duration is estimated to be 2 weeks after access to systems is established, the initial project team call is held, the destination environment is provisioned, and a copy of the WFC database in on the destination server. Additional support as needed will be determined by Lexington.

5) Consultant Responsibilities

- Provide remote and/or onsite consulting services as needed and specifically authorized by Lexington. Delaero will do it's best to provide acknowledgement and feedback on all requests with 1 business day of receiving them from Lexington.
- Delaero will also hand over all source code and work artifacts upon completion of development of any items or when requested by Lexington.

6) Lexington Responsibilities

- Provide system access to all systems/applications as needed to support the Consultant's development.
- Provide responses to any questions posed by Consultant within 1 business day.

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7) Project Fees

Set-up On-Prem WFC Historical Data Instance	**Fixed Fee**	**$5,920**

Total Project Cost Fixed Fee: $5,920 USD

- Prepaid.
- If new requirements or additional complexities are identified during the course of the project, Delaero will provide estimates and advise Lexington of any budget or timeline impact. The project may be extended by a mutually executed Change Request if needed.
- Weekend or Holiday availability requested by Customer must be agreed to and arranged in advance and will be billed at time and a half.
- All work is expected to be remote unless otherwise agreed between Lexington and Consultant. In the event travel is required, Consultant will be reimbursed for travel expenses previously authorized, and with sufficient receipts to validate expenses.

8) Invoice and Payment

a) Prepaid

b) Payments made by check can be sent to:

Delaero, Inc.
P.O. Box 244
Carlisle, MA 01741

The undersigned representatives of Delaero and Customer each represent that they have the authority to bind their respective companies to the commitments in this SOW.

IN WITNESS WHEREOF, the parties have caused this SOW to be executed by their duly authorized representatives.

Delaero, Inc.

By: _____

Name: Melynda Gambino

Title: COO

Date: 1/17/2025

Lexington Fayette Urban Co Gov

By: _____

Name: _____

Title: _____

Date: _____

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Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0141-26

File ID:	0141-26	**Type:**	Agenda Item	**Status:**	Agenda Ready
Version:	2	**Contract #:**		**In Control:**	Grants and Special Programs
				File Created:	02/12/2026
File Name:	Request Council authorization to execute Memorandums of Understanding (MOU) with Children's Advocacy Center of the Bluegrass, Fayette Commonwealth's Attorney and Fayette County Attorney for the Division of Police.			**Final Action:**	

Title: Authorization to execute Memorandums of Understanding with Children's Advocacy Center of the Bluegrass, Fayette Commonwealth's Attorney and Fayette County Attorney to ensure the needs of sexual and physical assault survivors are met through advocacy within law enforcement, the courts and victims' services with a coordinated community effort for the period between July 1, 2026 to June 30, 2027. No budgetary impact. (L0141-26)(Weathers/Armstrong)

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	26-Blue Sheet Memo VOCA Partner MOUs, Children's Advocacy Center for Mayor Signaature, Commonwealth's Att. for Mayor Signature, Fayette Co. Att for Mayor Signature	**Enactment Number:**	
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:

Text of Legislative File 0141-26

Title

Authorization to execute Memorandums of Understanding with Children's Advocacy Center of the Bluegrass, Fayette Commonwealth's Attorney and Fayette County Attorney to ensure the needs of sexual and physical assault survivors are met through advocacy within law enforcement, the courts and victims' services with a coordinated community effort for the period between July 1, 2026 to June 30, 2027. No budgetary impact. (L0141-26) (Weathers/Armstrong)

Summary

Authorization to execute Memorandums of Understanding with Children's Advocacy Center of the Bluegrass, Fayette Commonwealth's Attorney and Fayette County Attorney to ensure the needs of sexual and physical assault survivors are met through advocacy within law enforcement, the courts and victims' services with a coordinated community effort for the period between July 1, 2026 to June 30, 2027. No budgetary impact. (L0141-26) (Weathers/Armstrong)

Budgetary Implications: NO

Advance Document Review:

Law: Yes, Completed by Michael Sanner, 2/12/2026

Risk Management: N/A

Fully Budgeted: N/A

Account Number:

This Fiscal Year Impact: $0

Annual Impact: $0

Project:

Activity:

Budget Reference:

Current Balance:

MAYOR LINDA GORTON

LEXINGTON

THERESA REYNOLDS
DIRECTOR
GRANTS & SPECIAL PROGRAMS

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

FROM: **THERESA REYNOLDS, DIRECTOR**
DIVISION OF GRANTS AND SPECIAL PROGRAMS

DATE: **FEBRUARY 12, 2026**

SUBJECT: **Memorandum of Understanding – Children's Advocacy Center of the Bluegrass, Fayette Commonwealth's Attorney and Fayette County Attorney**

Request: Council authorization to execute Memorandums of Understanding (MOU) with Children's Advocacy Center of the Bluegrass, Fayette Commonwealth's Attorney and Fayette County Attorney for the Division of Police.

Purpose of Request: The Division of Police requests to execute the Memorandums of Understanding to ensure that the needs of crime victims are met through advocacy within law enforcement, the courts, and victims' services with a coordinated community effort.

What is the cost in this budget year and future budget years? There is no cost.

Are the funds budgeted? N/A

File Number: 0141-26

Director/Commissioner: Weathers/Armstrong

MAYOR LINDA GORTON

LEXINGTON

CHARLIE LANTER
DIRECTOR
GRANTS & SPECIAL PROGRAMS

MEMORANDUM OF UNDERSTANDING

Between

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT and

CHILDREN'S ADVOCACY CENTER OF THE BLUEGRASS

WHEREAS, The Lexington Fayette Urban County Government (LFUCG) and the Children's Advocacy Center of the Bluegrass (CACBG) seek to ensure that the needs of crime victims are met through advocacy within law enforcement, the courts, victim services, a coordinated community effort.

WHEREAS, the partners listed above have agreed to enter into a collaborative agreement in which the Lexington-Fayette Urban County Government will be the lead agency and named applicant and the other agencies will be partners in this program; and all see a need to improve the functions of the civil and criminal court processes for crime victims so they are better connected to services available in the community and able to receive assistance for their medical, mental health, and emotional support needs.

WHEREAS, because the Partners are committed to meaningful collaboration for system improvement, they enter into this agreement.

WHEREAS, the application prepared and approved by the collaborative through its partners is to be submitted to the Kentucky Justice and Public Safety Cabinet on or before February 13, 2026.

I) Description of Partner Agencies

The Lexington-Fayette Urban County Government (LFUCG) will be the lead agency for the Lexington Police VOCA Grant Project and will be responsible for the day-to-day supervision of the Victim Services Unit.

LFUCG is partnering with the Children's Advocacy Center of the Bluegrass. The Children's Advocacy Center of the Bluegrass coordinates all agencies involved in the investigation of child sexual abuse, and provides education to professionals and the public about abuse. All services are provided at no cost to children and their non-offending families. The CACBG provides a child-friendly setting where a skilled team of professionals come together to

investigate the allegations in an unbiased, supportive location, provide therapeutic support and offer victim assistance services.

II) Roles and Responsibilities of the Partners, Resources Contributed, and Representatives

LFUCG agrees to provide survivor support and case management services coordinated through the Special Victims Section within the Bureau of Investigation within the Lexington Police Department. Primary responsibility for project implementation will rest with the lieutenant supervising this Section. The Bureau of Investigation is responsible for supervision of all victim advocacy employees who provide advocacy and case management services. Data Collection, record keeping and reporting guidelines for this project will be maintained through the Special Victims Section. LFUCG will be responsible for financial administration and oversight and will assume the lead role in the accounting and disbursing of federal funds received for the VOCA Program, including drawing down the funds and ensuring compliance over the use and reporting of the funds by sub recipients.

CAC of the Bluegrass will continue to provide support to children who have been impacted by sexual abuse by providing services to them in a nurturing, friendly and safe environment, with the goal of fostering the healing and recovery process.

III) Timeline

The roles and responsibilities described above are contingent on the Lexington-Fayette Urban County Government receiving funds requested for the project described in the VOCA grant application. Responsibilities within this Memorandum of Understanding coincide with the grant period, anticipated to be July 1, 2026 through June 30, 2027.

IV) Commitment to Partnership

1. The partners agree to continue to collaborate and provide services to crime victims.
2. The agencies may jointly terminate this MOU by unanimous action at any time. Any agency shall have the authority to terminate its participation for its convenience upon thirty (30) days prior written notice to the Mayor of the Lexington-Fayette Urban County Government. However, the withdrawal of less than all of the agencies shall not act as a termination of the MOU or the responsibilities of the remaining agencies in accordance with the terms of the MOU.

[SIGNATURE PAGE TO FOLLOW]

We, the undersigned, have read and agree to this memorandum of understanding. We have reviewed and approved the budget and are aware of the total amount being requested and the funding being requested for each project partner. By signing below, all partners demonstrate a commitment to work together to achieve the stated project goals and to sustain the project once grant funds are no longer available.

Linda Gorton, Mayor — Date
Lexington-Fayette Urban County Government

Winn Stephens — 2/6/26
Winn Stephens, Executive Director — Date
Children's Advocacy Center of the Bluegrass

MAYOR LINDA GORTON

LEXINGTON

CHARLIE LANTER
DIRECTOR
GRANTS & SPECIAL PROGRAMS

MEMORANDUM OF UNDERSTANDING

Between

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT and

FAYETTE COMMONWEALTH'S ATTORNEY

WHEREAS, The Lexington Fayette Urban County Government (LFUCG) and Fayette Commonwealth's Attorney seek to ensure that the needs of crime victims are met through advocacy within law enforcement, the courts, victim services, a coordinated community effort.

WHEREAS, the partners listed above have agreed to enter into a collaborative agreement in which the Lexington-Fayette Urban County Government will be the lead agency and named applicant and the other agencies will be partners in this program; and all see a need to improve the functions of the civil and criminal court processes for crime victims so they are better connected to services available in the community and able to receive assistance for their medical, mental health, and emotional support needs.

WHEREAS, because the Partners are committed to meaningful collaboration for system improvement, they enter into this agreement.

WHEREAS, the application prepared and approved by the collaborative through its partners is to be submitted to the Kentucky Justice and Public Safety Cabinet on or before February 13, 2026.

I) Description of Partner Agencies

The Lexington-Fayette Urban County Government (LFUCG) will be the lead agency for the Lexington Police VOCA Grant Project and will be responsible for the day-to-day supervision of the Victim Services Unit.

LFUCG is partnering with the Fayette Commonwealth's Attorney. The Fayette Commonwealth's Attorney prosecutes felony cases which occur in Fayette County, including homicide, robbery, assault, burglary, sexual assault, theft, drug crime, and many others. The cases prosecuted are investigated and brought by peace officers, primarily the Lexington Police Department.

The local partners agree to work together because collaboration between criminal justice agencies and victim service agencies allows the maximum accountability for criminals and a better response to crime victims.

II) Roles and Responsibilities of the Partners, Resources Contributed, and Representatives

LFUCG agrees to provide survivor support and case management services coordinated through the Special Victims Section within the Bureau of Investigation within the Lexington Police Department. Primary responsibility for project implementation will rest with the lieutenant supervising this Section. The Bureau of Investigation is responsible for supervision of all victim advocacy employees who provide advocacy and case management services. Data Collection, record keeping and reporting guidelines for this project will be maintained through the Special Victims Section. LFUCG will be responsible for financial administration and oversight and will assume the lead role in the accounting and disbursing of federal funds received for the VOCA Program, including drawing down the funds and ensuring compliance over the use and reporting of the funds by sub recipients.

The Fayette Commonwealth's Attorney will continue to collaborate with the Lexington Police Department victim advocates on helping meet the needs of crime victims.

III) Timeline

The roles and responsibilities described above are contingent on the Lexington-Fayette Urban County Government receiving funds requested for the project described in the VOCA grant application. Responsibilities within this Memorandum of Understanding coincide with the grant period, anticipated to be July 1, 2026 through June 30, 2027.

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[SIGNATURE PAGE TO FOLLOW]

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Linda Gorton, Mayor Date
Lexington-Fayette Urban County Government

Kimberly H Baird 2/6/26
Kimberly Henderson Baird Date
Fayette Commonwealth's Attorney

MAYOR LINDA GORTON

LEXINGTON

CHARLIE LANTER
DIRECTOR
GRANTS & SPECIAL PROGRAMS

MEMORANDUM OF UNDERSTANDING

Between

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT and

FAYETTE COUNTY ATTORNEY

WHEREAS, The Lexington Fayette Urban County Government (LFUCG) and Fayette County Attorney seek to ensure that the needs of crime victims are met through advocacy within law enforcement, the courts, victim services, a coordinated community effort.

WHEREAS, the partners listed above have agreed to enter into a collaborative agreement in which the Lexington-Fayette Urban County Government will be the lead agency and named applicant and the other agencies will be partners in this program; and all see a need to improve the functions of the civil and criminal court processes for crime victims so they are better connected to services available in the community and able to receive assistance for their medical, mental health, and emotional support needs.

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LFUCG is partnering with the Fayette County Attorney. The Fayette County Attorney prosecutes misdemeanor criminal charges and conducts preliminary hearings on felony criminal charges for cases which occur in Fayette County. The cases prosecuted are investigated and brought by peace officers, primarily the Lexington Police Department.

The local partners agree to work together because collaboration between criminal justice agencies and victim service agencies allows the maximum accountability for criminals and a better response to crime victims.

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LFUCG agrees to provide survivor support and case management services coordinated through the Special Victims Section within the Bureau of Investigation within the Lexington Police Department. Primary responsibility for project implementation will rest with the lieutenant supervising this Section. The Bureau of Investigation is responsible for supervision of all victim advocacy employees who provide advocacy and case management services. Data Collection, record keeping and reporting guidelines for this project will be maintained through the Special Victims Section. LFUCG will be responsible for financial administration and oversight and will assume the lead role in the accounting and disbursing of federal funds received for the VOCA Program, including drawing down the funds and ensuring compliance over the use and reporting of the funds by sub recipients.

The Fayette County Attorney will continue to collaborate with the Lexington Police Department victim advocates on helping meet the needs of crime victims.

III) Timeline

The roles and responsibilities described above are contingent on the Lexington-Fayette Urban County Government receiving funds requested for the project described in the VOCA grant application. Responsibilities within this Memorandum of Understanding coincide with the grant period, anticipated to be July 1, 2026 through June 30, 2027.

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[SIGNATURE PAGE TO FOLLOW]

We, the undersigned, have read and agree to this memorandum of understanding. We have reviewed and approved the budget and are aware of the total amount being requested and the funding being requested for each project partner. By signing below, all partners demonstrate a commitment to work together to achieve the stated project goals and to sustain the project once grant funds are no longer available.

Linda Gorton, Mayor — Date
Lexington-Fayette Urban County Government

Angela C. Evans 2/6/2026
Angela C. Evans — Date
Fayette County Attorney

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0144-26

File ID:	0144-26	**Type:**	Agenda Item	**Status:**	Agenda Ready
Version:	1	**Contract #:**	305-2023	**In Control:**	General Services
				File Created:	02/13/2026
File Name:	Change Order #3 - Champlin/Haupt Architects CO#3-#305-2023			**Final Action:**	

Title: Authorization to execute Change Order #3 with Champlin/Haupt Architects Inc dba EOP Architects for Design Services associated with the New Senior & Therapeutic Center in the amount of $92,000.00 due to additional design services associated with paving Shillito Park Road, Brunswick Road, and improving accessibility in existing parking lots, increasing the contract amount from $993,750.00 to $1,085,750.00. Funds are budgeted. (L0144-26)(Ford)

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	Memorandum_New Senior Therapeutic Center_EOP_CO3, Documentation_New Senior Therapeutic Center_EOP_CO3, Justification_New Senior Therapeutic Center_EOP_CO3, Contract Details _New Senior Therapeutic Center_EOP_CO3	**Enactment Number:**	
Deed #:		**Hearing Date:**	
Drafter:	Lisa Grober	**Effective Date:**	

History of Legislative File

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

Text of Legislative File 0144-26

Title

Authorization to execute Change Order #3 with Champlin/Haupt Architects Inc dba EOP Architects for Design Services associated with the New Senior & Therapeutic Center in the amount of $92,000.00 due to additional design services associated with paving Shillito Park Road, Brunswick Road, and improving accessibility in existing parking lots, increasing the contract amount from $993,750.00 to $1,085,750.00. Funds are budgeted. (L0144-26) (Ford)

Summary

Authorization to execute Change Order #3 with Champlin/Haupt Architects Inc dba EOP Architects for Design Services associated with the New Senior & Therapeutic Center in the amount of $92,000.00 due to additional design services associated with paving Shillito Park Road, Brunswick Road, and improving accessibility in existing parking lots, increasing the contract amount from $993,750.00 to $1,085,750.00. Funds are budgeted. (L0144-26) (Ford)

Budgetary Implications [select]: Yes

Advance Document Review:

Law: N/A

Risk Management: N/A

Fully Budgeted [select]: Yes

Account Number: 1105-606102-6051-71206

This Fiscal Year Impact: $92,000

Annual Impact: $0

Project: SENIOR_CTR_2023

Activity: DESIGN_CAP

Budget Reference: 2023

Current Balance: $235,367.71

MAYOR LINDA GORTON

LEXINGTON

CHRIS FORD
COMMISSIONER
GENERAL SERVICES

TO: Mayor Linda Gorton
Honorable Members, Urban County Council

FROM: Chris Ford, Commissioner of General Services

DATE: February 12, 2026

SUBJECT: Request Council authorization to execute Change Order #3 with Champlin/Haupt Architects Inc dba EOP Architects for Design Services associated with the New Senior & Therapeutic Center in the amount of $92,000.00 increasing the contract amount from $993,750.00 to $1,085,750.00.

Request:

To execute Change Order #3 with Champlin/Haupt Architects Inc dba EOP Architects for Design Services associated with the New Senior & Therapeutic Center in the amount of $92,000.00 increasing the contract amount from $993,750.00 to $1,085,750.00.

Purpose:

Increase of $92,000 is due to additional Design Services associated with paving Shillito Park Road, Brunswick Road, and improving accessibility in existing parking lots.

Budgetary Implication:

Increase of $92,000.00 to the current contract

Are the funds budgeted?

Yes, budgeted in 1105-606102-6051-71206-2023-SENIOR_CTR_2023-DESIGN_CAP

File Number: 0144-26

Commissioner: Chris Ford

February 6, 2026

Lisa Grober
Architect
Department of General Services
Lexington-Fayette Urban County Government
200 East Main Street
Lexington, KY 40507

Re: **Change Order #3 – Paving**
RFP #40-2-23 New Senior & Therapeutic Center Design

Lisa,

Champlin|EOP is pleased to submit this letter of intent for architectural services to provide the additional scope of work associated with paving within the Shilito Park premises. The following description of the scope of work is based on the email correspondence dated January 20, 2026 and subsequent conversations to clarify intent.

The following items define the scope as understood by Champlin|EOP.

Scope Summary

- The limit of paving is represented in the attached document as received from LFUCG on January 20, 2026.
- The design and construction need to meet all code/ADA requirements for paved areas associated with the original RFP for the project as referenced above in the remarks are of this letter.
- If approved for inclusion in the contract, it is understood that the construction will be included as a Change Order to the current contract with Calhoun Construction for the New Senior & Therapeutic Center.
- It is understood that the design and or construction of the additional scope of work as defined herein for this change order will not impact or delay the opening or completion of the New Senior & Therapeutic Center facility.
- In general, and as a summary of the scope of work, the paving work would include the following as represented on the attachment.
    - Shilito Park Road
    - Swimming Pool Lot
    - Brunswick Road Lots – two (2) lots
    - Brunswick Road within the Shilito Park limits
    - Babe Ruth Lot
    - A new multipurpose trail addition as shown
    - Playground Lot
    - Shelter Lot
    - South Lexington Youth Baseball (SLYB) Lot
- The design shall include any retaining wall improvements, especially at the Babe Ruth Lot.

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- A new additional multipurpose trail shall be included in the area as shown on the attachment.
- A stormwater basin shall be designed to be installed adjacent to the Babe Ruth lot.
- It is understood that there are private water lines, not KAWC line, within the area scope limits of the work.
- It is understood that there are private electric lines, not KU line, within the scope area limits of the work.
- Scope of paving work will include but not be limited to milling, overlaying, and remediation of existing paved areas. The existing curbing conditions will either be repaired or replaced.
- Work associated with the existing walking trails is *not* included in the scope.
- The construction associated with the work will be coordinated with the activities and schedules within the Shilito Park Area. Major items for consideration and schedule considerations are understood to be but not limited to:
    - Babe Ruth Baseball Mid-Summer Break
        - Anticipating this break will be used to address area immediately to the SLYB fields.
    - Shilito Park Aquatic Center is generally open for the summer season from late May to early September.
        - Anticipate that this lot would be the last phase following season closure.
- It is understood and taken into consideration that the standard asphalt paving season is typically late April through November.
- Based on the understanding of the intent for the scope of work and limits of scope, below is a preliminary outline of the anticipated deliverable documents. As a change order to the existing contract, the existing construction documents and specifications will apply and help to minimize the additional development of supporting documents.
    - Design Phase Deliverables (anticipated)
        - Tree Protection Plan
        - Erosion Prevention & Sediment Control Plan
        - Site Clearing & Demolition Plan
        - Site Grading Plan
        - Site Drainage Plan
        - Site Drainage Plan Storm Charts
        - Site Profiles
        - Site Drainage Details
        - Site Layout Plan
        - Site Material Plan
        - Site Landscape Plan
        - Site Landscape Details
        - Site Detail Sheet(s)

- For the purposes of this proposal development, the anticipated schedule for the design and construction of the work is as follows.

  Anticipated Project Schedule
    - **Design Phase** *(following Notice to Proceed)* **8 weeks**
        - Assuming a March 1 Notice to Proceed
        - Assumed four (4) two-hour meetings
            - Kick-Off Meeting

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- Concept Design Review Meeting
- 50% Design Review Meeting
- 90% Owner Review *(2 weeks prior to final issuance of documents)*

- **Bidding Phase** **3 weeks**
  - Two (2) 1-hour Meetings
    - Bidder Review Meeting
    - Cost Review Meeting
- **Construction Administration Phase** **14 weeks (+ 4)**
  - Assumed weekly 1-hour coordination meetings for a total of 14 meetings.
  - Includes a submittal review period, as required
  - Work will require multiple phases to address patron usage of the park and evening work.
  - Each phase will require a traffic signage plan and construction communication plan as approved by the Owner for implementation of the work.
  - The above total 25-week duration for all phases represents construction completion prior to Labor Day September 6 or the closing of the pool season. If the last phase of the construction is to address the Aquatics Center Lot, then an additional four (4) weeks or four (4) meetings will need to be added. *This will shift the total meetings for this phase to 18*.

Work as defined above will be performed by Champlin|EOP for team lead and management with Element Design providing site and civil engineering scopes of work.

Professional Service Fees..... $92,000

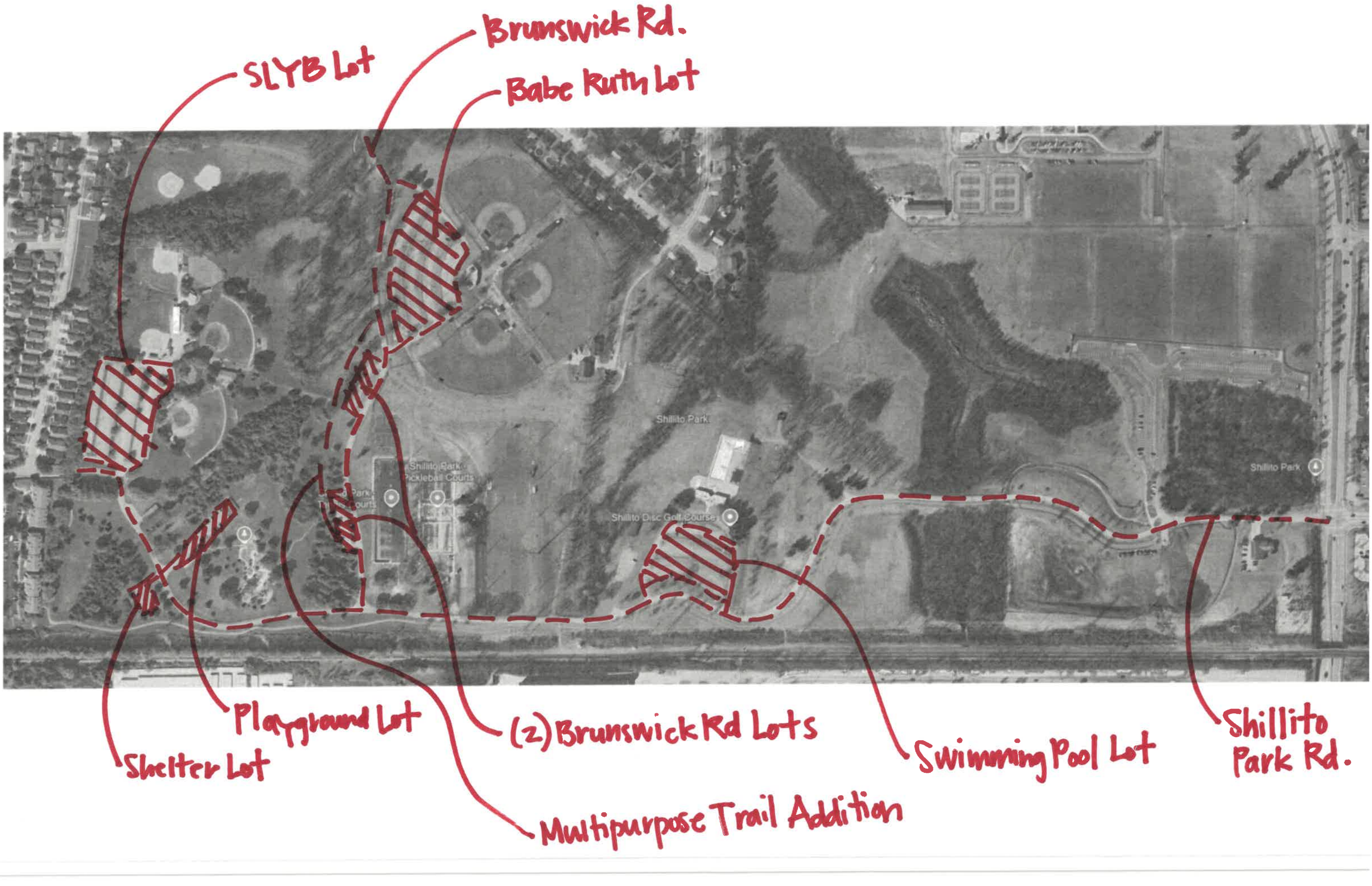
We trust that you will find this fee proposal to be acceptable. Please contact me directly if you wish to further discuss any aspect of this proposal or the projects.

Sincerely,

Chris Estes
Principal
Champlin|EOP

Champlin|EOP • 201 East Short Street • Lexington, KY 40507 • 859.231.7538 • www.thinkchamplin.com

Attachment distributed via email by Lisa Grober 1-20-2026



JUSTIFICATION FOR CHANGE	PROJECT: New Senior & Therapeutic Center
	CONTRACT NO. 305-2023
	CHANGE ORDER: 3

1. Necessity for change: Additional Design Services associated with paving Shillito Park Road, Brunswick Road, and improving accessibility in existing parking lots.

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: N/A

_____ _____

Mayor Date

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT CONTRACT CHANGE ORDER	DATE:	February 12, 2026
	Contract Modification	3
	CONTRACT #:	305-2023

PROJECT: Consultant Services Agreement - New Senior & Therapeutic Center Design

TO: Champlin/Haupt Architects Inc dba EOP Architects

Original Contract Amount	$736,133.00
Cumulative Amount of Previous Contract Modifications	$257,617.00
Percent Change of Previous Contract Modifications	35%
Existing Contract Amount	$993,750.00
Net (increase/decrease) in Contract Amount - (From following pages)	$92,000.00
Percent Change of This Contract Modification	12%
Original Contract Amount	$736,133.00
Cumulative Amount of all Contract Modifications	$349,617.00
Percent Change of all Contract Modifications	47%
New Contract Amount Including this Change Order	$1,085,750.00

Recommended by _____ (Project Manager) Date 2·12·2026

Accepted by _____ (Consultant) Date 02-18-2026

Accepted by N/A (Contractor) Date —

Approved by N/A (Director) Date —

Approved by _____ (Commissioner) Date 2/16/26

Approved by _____ (Mayor or CAO) Date _____

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

CONTRACT MODIFICATION

DATE:	February 12, 2026
Contract Mod #:	3
CONTRACT #:	305-2023

Project: Consultant Services Agreement - Amendment

TO: Champlin/Haupt Architects Inc dba EOP Architects

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

Item No.	ADD / DEL	Description of changes	Units	Quantity	Unit Price	Decrease in contract price	Increase in contract price
1	ADD	Increase contract for professional services	LS	1	$ 215,617.00	$ -	$ 215,617.00
2	ADD	Increase contract for professional services	LS	1	$ 42,000.00	$ -	$ 42,000.00
3	ADD	Increase contract for professional services	LS	1	$ 92,000.00	$ -	$ 92,000.00
4						$ -	$ -
5						$ -	$ -
6						$ -	$ -
7						$ -	$ -
8						$ -	$ -
9						$ -	$ -
10						$ -	$ -
11						$ -	$ -
12						$ -	$ -
13						$ -	$ -
14						$ -	$ -
15						$ -	$ -
Total decrease						$ -	
Total increase							$ 349,617.00
Net (increase) in contract price							$ 349,617.00

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0145-26

File ID:	0145-26	**Type:**	Agenda Item	**Status:**	Agenda Ready
Version:	1	**Contract #:**	LF00211709	**In Control:**	General Services
				File Created:	02/13/2026
File Name:	Change Order #2 - Terracon CO#2- LF00211709			**Final Action:**	

Title: Authorization to execute Change Order #2 with Terracon for Special Inspections associated with soil density testing related to the New Senior & Therapeutic Center construction in the amount of $13,870.00 increasing the contract amount from $50,305.00 to $64,175.00. Funds are budgeted. (L0145-26)(Ford)

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	Terracon - CO2 - Memo, Terracon - CO2 - Documentation for Change, Terracon - CO2 - Justification for Change, Terracon - CO2 - CO Details	**Enactment Number:**	
Deed #:		**Hearing Date:**	
Drafter:	Lisa Grober	**Effective Date:**	

History of Legislative File

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

Text of Legislative File 0145-26

Title

Authorization to execute Change Order #2 with Terracon for Special Inspections associated with soil density testing related to the New Senior & Therapeutic Center construction in the amount of $13,870.00 increasing the contract amount from $50,305.00 to $64,175.00. Funds are budgeted. (L0145-26)(Ford)

Summary

Authorization to execute Change Order #2 with Terracon for Special Inspections associated with soil density testing related to the New Senior & Therapeutic Center construction in the amount of $13,870.00 increasing the contract amount from $50,305.00 to $64,175.00. Funds are budgeted. (L0145-26)(Ford)

Budgetary Implications [select]: Yes

Advance Document Review:
Law: N/A
Risk Management: N/A
Fully Budgeted [select]: Yes
Account Number: 1105-606102-6051-71206
This Fiscal Year Impact: $ 13,870
Annual Impact: $0
Project: SENIOR_CTR_2023
Activity: DESIGN_CAP
Budget Reference: 2023
Current Balance: $235,367.71

MAYOR LINDA GORTON

LEXINGTON

CHRIS FORD
COMMISSIONER
GENERAL SERVICES

TO: Mayor Linda Gorton
Honorable Members, Urban County Council

FROM: Chris Ford, Commissioner of General Services

DATE: February 12, 2026

SUBJECT: Request Council authorization to execute Change Order #2 with Terracon for Special Inspections associated with the New Senior & Therapeutic Center construction in the amount of $13,870.00 increasing the contract amount from $50,305.00 to $64,175.00.

Request:

Request Council authorization to execute Change Order #2 with Terracon for Special Inspections associated with the New Senior & Therapeutic Center construction in the amount of $13,870.00 increasing the contract amount from $50,305.00 to $64,175.00.

Purpose:

The increase of $13,870.00 is associated with an increase in soil density testing.

Budgetary Implication:

Increase of $13,870.00 to the current contract

Are the funds budgeted? Yes,

Yes, this will be paid from Fund 2615-606102-6051-90511-2025-SRTHER_CTR_2025_CONSTRUCT_CAP

File Number: 0145-26

Director/Commissioner: Chris Ford

Reference Number: PN3241158

CHANGE ORDER No. 2

This **Change Order No. 2** to the New Senior & Therapuetic Center dated 11/07/2024 ("Agreement") is between LFUCG ("Client") and Terracon Consultants, Inc. ("Consultant") for additional or changed Services to be provided by Consultant for Client on the New Senior & Therapuetic Center Project, as described in New Senior & Therapuetic Center. This Change Order is incorporated into and made part of the Agreement.

1. Scope of Services. The scope of the additional or changed Services is described in the Scope of Services section of Consultant's Change Order Proposal, unless Services are otherwise described below or in Exhibit B to this Change Order (which section or exhibit are incorporated into the Change Order).

1. **Earthwork and Site Preparation Observations and Testing:**
- Observe conditions and proofrolling of subgrades in initial fill areas prior to beginning fill placement.
- Observe conditions and proofrolling of subgrades before slab-on-grade construction.
- Observe and test structural fill placement and perform field density and moisture content testing during fill placement at each lift of fill material for every 2,500 to 5,000 sq. ft. of area (minimum 3 tests per lift).
- Testing quantities and frequencies will be in general accordance with the project specifications.
- Perform laboratory testing of proposed fill soils to determine their dry density versus moisture content relationship in general accordance with the standard Proctor test method.

2. **Structural Steel and Metal Deck Observation and Testing:**
- Visually check bolted/welded connections in accordance with applicable AISC and AWS specifications at the Jobsite.
- Visual inspection of member connections for proper method, i.e., weld, screw, clips, and quantity.
- Ultrasonic testing of complete and partial penetration shop/field groove welds (of appropriate base material thickness, typically ≥ 5/16"),
- Continuous inspection during fit-up and shop/field welding of single-pass fillet welds >5/16", multi-pass fillet welds, and complete and partial penetration groove welds.
- Visual inspection of elevated metal decking to assess decking type/gauge and weld and fastener quality and spacing,
- Visual inspection of high-strength bolt installation for snug tight joints,
- Visual inspection of high-strength bolt installation for fully pre-tensioned joints utilizing the turn-of-the-nut method with match-marking techniques, the direct tension indicator method, or the alternate design fastener (twist-off) method. (Note: For projects requiring fully pre-tensioned/slip critical high strength bolted connections, pre-installation verification testing of the bolt assemblies in accordance with the RCSC's Specification for Structural Joints Using ASTM A325 or A490 Bolts is required to be observed by the Special Inspection firm. If the erector does not provide a torque tension measuring device such as a Skidmore-Wilhelm Bolt Tension Calibrator, Terracon can provide this equipment for additional charges and additional observation /monitoring time will be necessary.
- Visual inspection of steel frame joint details,
- Review of material markings, reports, and certificates (structural steel; mill test reports; bolts, nuts, washers; weld filler materials).

3. **Cold Formed Metal Framing:**
- Material verification of yield strength and gauge of metal.
- Periodic Inspection of cold formed steel framing details for compliance with approved construction documents.
- Observe proof rolling of subgrades in the parking and access roads to identify any unstable materials prior to stone base placement.
- Perform field density testing of new pavement stone base and confirm compaction of new asphalt surface and binder materials.

4. **Sitework Reinforced Cast-In-Place Concrete Observations and Testing:**
- Observe the placement of reinforcing steel for quantity, size, configuration, lap, and cover.
- Observe the formwork prior to concrete placement.
- Verify the use of an approved and specified concrete mix, if provided.
- Observe and record placement and curing/protection techniques.
- Sample fresh concrete to perform field tests on slump, air content and temperature.
- Cast concrete test specimens of structural concrete, as required.
- Concrete test specimens will be cured and tested for compressive strength in accordance with the project specifications.

5. **Asphaltic Concrete Pavement Observations and Testing:**
- Observe proof rolling of subgrades in the parking and access roads to identify any unstable materials prior to stone base placement.
- Perform field density testing of new pavement stone base and confirm compaction of new asphalt surface and binder materials.

2. Compensation. Client shall pay compensation for the additional or changed Services performed at the fees stated in the Change Order Proposal unless fees are otherwise stated below or in Exhibit C to this Change Order (which section or exhibit are incorporated into the Change Order).

Attached is an estimated fee, client will only be charged for actual days and time onsite.

Fee Estimate
Materials Services
New Senior & Therapeutic Center
Terracon Proposal No. PN3241158

DESCRIPTION	RATE	QUANTITY	UNITS	TRIPS	TOTAL QUANTITY	TOTAL
Earthwork: Subgrade observations for concrete pavement, asphalt pavement						**$ 2,240.00**
Engineering Technician	$ 55.00	3	hours	8	24	$ 1,320.00
Project Manager	$ 120.00	0.25	hours	8	2	$ 240.00
Trip Charge	$ 35.00	1	days	8	8	$ 280.00
Nuclear Gauge (Equipment)	$ 50.00	1	days	8	8	$ 400.00
Structural Steel/Cold-Formed Framing						**$ 3,400.00**
Project Manager	$ 120.00	0.25	hours	5	1.25	$ 150.00
Structural Steel Technician (CWI)	$ 90.00	6	hours	5	30	$ 2,700.00
Trip Charge (CWI)	$ 110.00	1	days	5	5	$ 550.00
Asphalt Testing: Additonal Base & Surface						**$ 2,220.00**
Engineering Technician	$ 55.00	8	hours	4	32	$ 1,760.00
Project Manager	$ 120.00	0.25	hours	4	1	$ 120.00
Trip Charge	$ 35.00	1	days	4	4	$ 140.00
Nuclear Gauge (Equipment)	$ 50.00	1	days	4	4	$ 200.00
Site Concrete Testing: Sidewalks, patios, dumpster pad						**$ 3,840.00**
Engineering Technician	$ 55.00	3	hours	12	36	$ 1,980.00
Project Manager	$ 120.00	0.25	hours	12	3	$ 360.00
Compressive Strength of 4" x 8" Cylinder (ASTM C39)	$ 18.00	5	tests	12	60	$ 1,080.00
Trip Charge	$ 35.00	1	days	12	12	$ 420.00
Sample Pickups						**$ 1,200.00**
Engineering Technician	$ 55.00	1	hours	10	10	$ 550.00
Project Manager	$ 120.00	0.25	hours	10	2.5	$ 300.00
Trip Charge	$ 35.00	1	days	10	10	$ 350.00
Administrative						**$ 970.00**
Project Manager	$ 120.00	5	hours	1	5	$ 600.00
Administrative	$ 60.00	3	hours	1	3	$ 180.00
Senior Engineer	$ 190.00	1	hours	1	1	$ 190.00
Total						**$ 13,870.00**

All terms and conditions of the Agreement shall continue in full force and effect. This Change Order is accepted and Consultant is authorized to proceed.

Consultant:	**Terracon Consultants, Inc.**	Client:	**LFUCG**
By:	Date: **1/6/2026**	By:	Date:
Name/Title:	**Matthew B Vernon / Department Manager I**	Name/Title:	**Lisa Grober / Architect**
Address:	**2460 Palumbo Dr**	Address:	**Room 338 Government Center 200 East Main Street**
	Lexington, KY 40509-1117		**Lexington, KY 40505**
Phone:	**(859) 303-9000** Fax:	Phone:	**(859) 258-3054** Fax:
Email:	**Matthew.Vernon@terracon.com**	Email:	**lgrober@lexingtonky.gov**

JUSTIFICATION FOR CHANGE	PROJECT: New Senior & Therapeutic Center
	CONTRACT NO. LF00211709
	CHANGE ORDER: 2

1. Necessity for change: Additional Special Inspections required due to density testing requirements at the New Senior & Therapeutic Center.

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: N/A

_____ _____

Mayor Date

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT CONTRACT CHANGE ORDER	DATE:	February 12, 2026
	Contract Modification	2
	CONTRACT #:	LF00211709

PROJECT: Consultant Services Agreement - Special Inspections - New Senior & Therapeutic Center

TO: Terracon

Original Contract Amount	$34,985.00
Cumulative Amount of Previous Contract Modifications	$15,320.00
Percent Change of Previous Contract Modifications	44%
Existing Contract Amount	$50,305.00
Net (increase/decrease) in Contract Amount - (From following pages)	$13,870.00
Percent Change of This Contract Modification	40%
Original Contract Amount	$34,985.00
Cumulative Amount of all Contract Modifications	$29,190.00
Percent Change of all Contract Modifications	83%
New Contract Amount Including this Change Order	$64,175.00

Recommended by _____ (Project Manager) Date 2·12·2026

Accepted by _____ (Consultant) Date 2-12-2026

Accepted by N/A (Contractor) Date —

Approved by N/A (Director) Date —

Approved by _____ (Commissioner) Date 2/16/26

Approved by _____ (Mayor or CAO) Date _____

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

CONTRACT MODIFICATION

DATE:	February 12, 2026
Contract Mod #:	2
CONTRACT #:	LF00211709

Project: Consultant Services Agreement - Amendment

TO: Terracon

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

Item No.	ADD / DEL	Description of changes	Units	Quantity	Unit Price	Decrease in contract price	Increase in contract price
1	ADD	Increase contract for professional services	LS	1	$ 15,320.00	$ -	$ 15,320.00
2	ADD	Increase contract for professional services	LS	1	$ 13,870.00	$ -	$ 13,870.00
3						$ -	$ -
4						$ -	$ -
5						$ -	$ -
6						$ -	$ -
7						$ -	$ -
8						$ -	$ -
9						$ -	$ -
10						$ -	$ -
11						$ -	$ -
12						$ -	$ -
13						$ -	$ -
14						$ -	$ -
15						$ -	$ -
Total decrease						$ -	
Total increase							$ 29,190.00
Net (increase) in contract price							$ 29,190.00

352

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0148-26

File ID:	0148-26	**Type:**	Agenda Item	**Status:**	Agenda Ready
Version:	1	**Contract #:**		**In Control:**	Police
				File Created:	02/17/2026
File Name:	Bluegrass Crime Stoppers - Renewed Agreement of Affiliation			**Final Action:**	

Title: Authorization to accept an agreement of Affiliation with the Bluegrass Crime Stoppers, Inc. This agreement (pursuant to KRS Chapter 431) allows for the Crime Stoppers organization operating in a county may enter into a written agreement with the governing body of that county whereby the crime stoppers organization may be funded in part by a $1.00 fee added to court costs collected in that county. No budgetary impact. (L0148-26)(Weathers/Armstrong)

Notes: Requesting this to come forward on February 24th Work Session

Sponsors:		**Enactment Date:**	
Attachments:	Cover Memo - Bluegrass Crime Stoppers, Inc. - Agreement of Affiliation.pdf, Bluegrass Crime Stoppers - Renewed Agreement of Affiliation.pdf	**Enactment Number:**	
Deed #:		**Hearing Date:**	
Drafter:	Renita Happy	**Effective Date:**	

History of Legislative File

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

Text of Legislative File 0148-26

Title

Authorization to accept an agreement of Affiliation with the Bluegrass Crime Stoppers, Inc. This agreement (pursuant to KRS Chapter 431) allows for the Crime Stoppers organization operating in a county may enter into a written agreement with the governing body of that county whereby the crime stoppers organization may be funded in part by a $1.00 fee added to court costs collected in that county. No budgetary impact. (L0148-26) (Weathers/Armstrong)

Summary

Authorization to accept an agreement of Affiliation with the Bluegrass Crime Stoppers, Inc. This agreement (pursuant to KRS Chapter 431) allows for the Crime Stoppers organization

operating in a county may enter into a written agreement with the governing body of that county whereby the crime stoppers organization may be funded in part by a $1.00 fee added to court costs collected in that county. No budgetary impact. (L0148-26) (Weathers/Armstrong)

Budgetary Implications: NO

Advance Document Review:

Law: Yes, Michael Sanner, January 29, 2026

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: February 17, 2026

SUBJECT: Bluegrass Crime Stoppers, Inc. - Renewed Agreement of Affiliation

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Request
Authorization to accept the Renewed Agreement of Affiliation with Bluegrass Crime Stoppers, Inc.

Why are you requesting?
This agreement (pursuant to KRS Chapter 431) allows for the Crime Stoppers organization operating in a county may enter into a written agreement with the governing body of that county whereby the Crime Stoppers organization may be funded in part by a $1.00 fee added to court costs collected in that county. This agreement shall be valid for a period of two (2) years and may be renewed by mutual agreement of the parties hereto thereafter. The Lexington Police Department is requesting approval from the Urban County Council to authorize Mayor Linda Gorton to sign the attached agreement. Upon signing, please forward a copy to the Chief's Office.

What is the cost in this budget year and future budget years? No budgetary impact

Are the funds budgeted? N/A

File Number: 0148-26

Director/Commissioner: **Lawrence B. Weathers, Chief**
Lexington Police Department

LBW/rmh

RENEWED AGREEMENT OF AFFILIATION

THIS AGREEMENT is made and entered into this 8 day of December, 2025, by and between BLUEGRASS CRIME STOPPERS, INC. of 150 E. Main Street, Lexington, Fayette County, Kentucky ("Crime Stoppers"), and the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, the governing body of Lexington and Fayette County, Kentucky ("LFUCG").

WITNESSETH:

THAT, WHEREAS, pursuant to KRS Chapter 431 (effective July 15, 1998), a crime stoppers organization operating in a county may enter into a written agreement with the governing body of that county whereby the crime stoppers organization may be funded in part by a $1.00 fee added to court costs collected in that county; and

WHEREAS, Crime Stoppers and LFUCG are desirous of renewing their previous agreement under the following terms and conditions:

NOW, THEREFORE, in consideration of the mutual covenants contained herein, plus other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. Crime Stoppers shall provide to the Urban County Department of Police, the Fayette County Sheriff's Office and other such law enforcement agencies, that may operate within Fayette County, Kentucky, all such services and assistance as is customarily rendered by a crime stoppers board, including, but not limited to, accepting information from informants and providing such information to law enforcement agencies, paying cash rewards to such informants providing such information to law enforcement agencies, paying cash rewards to such informants where appropriate, advertising such services, providing educational and informational services to the public and promoting the general welfare of the community.

2. Crime Stoppers shall be entitled to receive a One Dollar ($1.00) fee to be added to all court costs collected in Fayette County, Kentucky, from every person who is:

(a) Convicted of any misdemeanor or violation, other than a violation of KRS Chapters 186, 187, 188, 189 or 189A; and

(b) Sentenced to pay a fine for the misdemeanor or violation, regardless of whether the person is also incarcerated or whether the fine is suspended, waived or otherwise not imposed.

3. Crime Stoppers shall account annually to the LFUCG for all funds raised by its organization from all sources and all funds expended by the organization for any purpose. All sources of funds raised may be identified generically rather than by name. Nothing herein shall be deemed to require Crime Stoppers to divulge the amounts of individual rewards nor the identity of any person to whom a reward was paid. Crime Stoppers may use the funds received pursuant to this agreement for any purpose authorized by KRS 431.575.

4. This agreement shall be valid for a period of two (2) years and may be renewed by mutual agreement of the parties hereto thereafter.

5. The Clerk of the LFUCG City Council shall cause a copy of this agreement to be provided to the Fayette County Clerk for notice to the Fayette Circuit Court pursuant to law.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands this the day and year first above written.

BLUEGRASS CRIME STOPPERS, INC.

BY:_____

ITS:_____

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

BY:_____
MAYOR

Diane\c\daF\ag\Bluegrass Crime Stoppers
Renewed Ag. of Affiliation

4931-7915-9691, v. 1

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0150-26

File ID:	0150-26	**Type:**	Agenda Item	**Status:**	Agenda Ready
Version:	1	**Contract #:**		**In Control:**	Chief Administrative Officer
				File Created:	02/17/2026
File Name:	Close Captioning for Lex TV			**Final Action:**	

Title: Authorization to approve an agreement with CaptionAdvantage for captioning services on all meetings televised by Lex TV, at a rate of $110/ hour, pursuant to RFP 45-2025. Agreement is for a period of five years starting Feb. 2, 2026. Total cost not to exceed $66,000 for FY26. Funds are budgeted. (L0150-26)(Salyers/Brown)

Notes:

Sponsors:

Enactment Date:

Attachments: Bluesheet Memo 2026, 2026 LFUCG Caption Advantage Contract (reprint), Caption Advantage RFP Response 45-2025, Caption Advantage RFP Supplemental

Enactment Number:

Deed #:

Hearing Date:

Drafter: Jennifer Sutton

Effective Date:

History of Legislative File

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

Text of Legislative File 0150-26

Title

Authorization to approve an agreement with CaptionAdvantage for captioning services on all meetings televised by Lex TV, at a rate of $110/ hour, pursuant to RFP 45-2025. Agreement is for a period of five years starting Feb. 2, 2026. Total cost not to exceed $66,000 for FY26. Funds are budgeted. (L0150-26)(Salyers/Brown)

Summary

Authorization to approve an agreement with CaptionAdvantage for captioning services on all meetings televised by Lex TV, at a rate of $110/ hour, pursuant to RFP 45-2025. Agreement is for a period of five years starting Feb. 2, 2026. Total cost not to exceed $66,000 for FY26. Funds are budgeted. (L0150-26)(Salyers/Brown)

Budgetary Implications: Yes
Advance Document Review:
Law: Yes - completed by Scott Jones, 2/2/2026
Risk Management: No
Fully Budgeted: Yes
Account Number: 1101-160303-0001-71299
This Fiscal Year Impact: $66,000
Annual Impact: estimated $66,000 ($110/hour of live televised meeting coverage)
Project:
Activity:
Budget Reference:
Current Balance: $38,360.18 (additional fund will be requested in FY 27 to cover July thru January)

TO: MAYOR LINDA GORTON
URBAN COUNTY COUNCIL

FROM: HAILEY SALYERS, VIDEO PRODUCTION SUPERVISOR
LEX TV – DIVISION OF GOVERNMENT COMMUNICATIONS

DATE: FEBRUARY 5, 2025

RE: Closed Captioning Agreement with CaptionAdvantage, LLC.

Request: Lex TV within the division of Government Communications requests authorization for a five-year contract for the use of CaptionAdvantage's captioning services (pursuant to RFP 45-2025) on all meetings televised by Lex TV at a cost not to exceed $110/hour. The rate will be prorated in 15-minute increments after the two-hour mark. The agreement is for a period of 5 years, beginning February 2nd, 2026.

Purpose of Request: The city is legally required to provide ADA-compliant captioning for all televised meetings. CaptionAdvantage has been our captioning provider for the past 10 years and has not raised prices in their latest contract proposal. They only charge us for captioning directly provided. Customer service and cost of equipment are provided for free.

Cost in this Budget Year: Lex TV has been allotted $66,000 towards this cost in Professional Services for FY26. This is consistently our largest budgeted item outside of personnel. We will be requesting the same amount of funding for the same purpose in the next annual budget. While this is an estimate, we anticipate covering roughly the same amount of meeting time in the next fiscal year.

Cancellation Policy: This Memorandum of Understanding may be terminated by either party with one month's written notice at any time.

Director/Commissioner: Glenn Brown, Deputy Chief Administrative Officer

AGREEMENT

THIS AGREEMENT, made and entered into on the 2nd day of February 2026, by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the COMMONWEALTH OF KENTUCKY created pursuant to KRS Chapter 67A ("LFUCG"), 200 East Main Street, Lexington, Kentucky 40507, and Caption Advantage, LLC ("Caption Advantage"), a domestic limited liability company organized under the laws of New York, located at 4440 Ashfield Terrace, Syracuse, NY, 13215.

W I T N E S S E T H

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

1. EFFECTIVE DATE; TERM. This Agreement shall commence on 2nd day of February, 2026 and shall last for a period of 5 year(s) unless terminated by LFUCG at an earlier time.

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

a. Exhibit "A" – LFUCG RFP No. 45-2025
b. Exhibit "B" – Caption Advantage Response to Proposal
c. Exhibit "C" – Caption Advantage Proposed Plan

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

3. SCOPE OF SERVICES. Organization shall perform the services outlined in the attached Exhibits "A" – LFUCG RFP No. 45-2025 and Exhibit "C" – Caption Advantage Proposed Plan for LFUCG in a timely, workmanlike and professional manner (the "Services").

4. PAYMENT. LFUCG shall pay Organization an hourly rate not to exceed one hundred and ten dollars ($110.00) (minimum two-hour fee) for the performance of the Services. Said rate will be prorated in fifteen-minute increments after two hours. The funds are limited to the services provided herein and may not be spent by the Organization for any other purpose without the prior written consent of LFUCG. Absent

any additional written agreement stating otherwise any travel or other expenses are included in the above payment.

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

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

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

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

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

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

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

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

Organization on a timely basis. The person signing this Agreement on behalf of Organization is fully authorized to do so.

8. INSURANCE; INDEMNITY.

The risk management provisions of RFP No. 45-2025 are incorporated herein by reference as if fully stated. Copies of the required Certificates of Insurance shall be provided to the LFUCG as required therein.

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

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

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

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

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

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

13. SEXUAL HARASSMENT. Organization must adopt or have adopted a written sexual harassment policy, which shall, at a minimum, contain a statement of current law; a

list of prohibited behaviors; a complaint process; and a procedure which provides for a confidential investigation of all complaints. The policy shall be given to all employees and clients and shall be posted at all locations where Organization conducts business. The policy shall be made available to LFUCG upon request.

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

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

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

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

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

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

For Organization:

Caption Advantage, LLC
4440 Ashfield Terrace
Syracuse, New York 13215
Attn: Doreen M. Radin, President

For Government:

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

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

21. ENTIRE AGREEMENT. This Agreement shall constitute the entire agreement between the parties and no representations, inducements, promises or agreements, oral or otherwise, which are not embodied herein shall be effective for any purpose. This Agreement shall replace any previous agreement between the parties on the same subject matter.

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

LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT

BY: _____
LINDA GORTON, MAYOR

ATTEST:

_____
Clerk of the Urban County Council

ENTITY

BY: Captain Advantage

Doreen M. Radin

ATTEST:

WITNESS: Christine M Mineo
DATE: 2/2/2026

CHRISTINE M. MINEO
Notary Public - State of New York
No. 01MI6392591
Qualified in Onondaga County
My Commission Expires: 05/28/2027

EXHIBIT "A"

Lexington/Fayette Urban County Government
RFP No. 45-2025

EXHIBIT "B"

Caption Advantage Response to Proposal

EXHIBIT "C"

Caption Advantage Proposed Plan

November 28, 2025

Sondra Stone
Lexington – Central Purchasing
200 East Main Street Lexington, KY 40507

Response to RFP 45-2025 - Closed Captioning Services for Government Access Television

Section 2 - Proposed Plan

B. Overview

In response to the above-mentioned Request for Proposal, Caption Advantage proposes to provide closed captioning services to Lexington-Fayette Urban County Government Television (Lex TV) under the Terms and Conditions and Specifications outlined in RFP 45-2025.

Caption Advantage is a full-service captioning company based in Syracuse, New York. We offer both real-time and off-line captioning services. Caption Advantage is committed to supplying an outstanding level of service at the most competitive rates in the industry. Every day we deliver on that commitment.

Our certified staff has decades of experience captioning both national and local newscasts, as well as public broadcasting and educational programming. Many on our team have over two decades of captioning experience. Our associates are among the most qualified and knowledgeable certified captioning professionals in the industry. They are driven to meet their own high goals for accuracy and precision.

Our captioners have achieved the highest certifications of offered by the National Court Reporters Association, including Certified CART Provider, Certified Broadcast Captioner, Certified Realtime Reporter and Certified Merit Reporter. Many on our team have conducted national seminars on captioning techniques, as well as participated on the National Court Reporters/Captioning Association Board to improve standards for captioning quality.

Our captioners have achieved the highest certifications of Certified Broadcast Captioner, Certified Real-time Reporter, as well as the Certificate of Merit distinction.. Our staff has worked with the national association to establish quality guidelines for broadcast captioning.

For the last decade, Caption Advantage has provided captioning services to Lexington-Fayette Urban County Government. Caption Advantage was instrumental in assisting Lexington-Fayette Urban County Government with the implementation of broadcast and webcast captioning services for all programming. Caption Advantage has provided 24/7 technical support to Lexington-Fayette Urban County Government to assist with video and webcast captioning troubleshooting and solutions. In addition, during the 2020 pandemic, our firm also provided urgent, on-demand captioning services for all LFUCG press conferences and meetings.

For nearly two decades, our captioners have provided real-time and post-production captioning services to Kentucky Educational Television. All of our captioners have captioning dictionaries customized to Kentucky-specific terminology, cities and towns, proper names, government officials, and Kentucky businesses. Caption Advantage worked with KET's technical team to upgrade caption encoder hardware to implement a state-of-the-art captioning system for KET's live. post-production captioning and webcasting.

We know our clients seek a dependable, affordable captioning solution, and every day, we provide quality captioning services to many long-time clients. Our firm provides gavel-to-gavel captioning for television broadcasts and webcasts of the New York State Assembly and the New York State Senate, as well as broadcast/webcast captioning for the Palm Beach County School Board. Other long-time clients include Maryland Public Television, Connecticut Public Television, WCNY, as well as the Kentucky Library Association webinars.

C. Implementation Approach

Caption Advantage has worked with numerous clients to implement first-time captioning services for both broadcast and webcasts. Our team works well with engineering staff to install equipment and troubleshoot any issues that may occur with initial setup.

Our firm proposes to provide captioning services for the Lexington-Fayette Urban County Government as follows:

Caption Advantage provides, at no charge, an EEG-470 analog encoder to the Lexington-Fayette Urban County Government. The above-mentioned equipment will be used exclusively by Caption Advantage to provide captioning services to Lexington-Fayette Urban County Government.

Caption Advantage's technical team has worked with numerous clients to implement first-time captioning services for analog, digital and HD broadcast, as well as webcasts via Granicus, YouTube and Livestream. Our team works well with engineering staff to install equipment and troubleshoot any issues that may occur with initial setup.

D. Key Personnel Qualifications

Doreen M. Radin, RMR-CRR-CBC
Registered Merit Reporter
Certified Realtime Reporter Certified Broadcast Captioner

Ms. Radin has **over 25 years** of professional real-time closed captioning experience and has provided such services for live broadcast of governmental proceedings, including NY State Assembly and Senate, Rhode Island House and Senate, DoD Defense Logistics Agency, as well as local and national television newscasts, including KET. She is certified to provide accurate transcription in excess of 260 words per minute. Her accuracy rate consistently exceeds 99 percent. Ms. Radin has authored articles on captioning standards, training, and protocol, as well as equipment hardware and software for captioners. Ms. Radin has conducted national seminars on captioning, and is regarded as an expert in the captioning industry.

Brandi Kent, RPR-CBC
Registered Professional Reporter
Certified Broadcast Captioner

Ms. Kent has **over 19 years** of experience providing high quality real-time closed captioning services, with an accuracy rate exceeding 99 percent verbatim. She has extensively captioned a variety of network news, public television, including KET, international and financial news, and government proceedings for Caption Advantage.

Rochelle Hopkins, CBC-CCP-CSR-RPR
Certified Broadcast Captioner
Certified CART Provider Certified Shorthand Reporter Registered Professional Reporter

Ms. Hopkins has over 23 years of experience providing real-time translation and closed captioning services. She has extensively captioned a variety of network news, entertainment and government proceedings for Caption Advantage clients. Her accuracy rate consistently exceeds 99 percent.

Alan Peacock, RPR-CRR-CBC
Registered Professional Reporter
Certified Realtime Reporter Certified Broadcast Captioner

Mr. Peacock has been providing real-time closed captioning services for over 24 years. His caption experience includes live television newscasts, special broadcast events, and numerous governmental proceedings for Caption Advantage clients. His accuracy rate consistently exceeds 99 percent.

Laura Falk Anusavice, CSR
Certified Shorthand Reporter
Ms. Falk has closed captioned numerous governmental proceedings and television newscasts for Caption Advantage. With **over 23 years** of real-time captioning experience, she is an outstanding captioner who consistently exceeds 99.5 percent accuracy.

Diana de Sevren Jacquet RMR-CRR-CBC
Registered Merit Reporter
Certified Realtime Reporter Certified Broadcast Captioner
Ms. Jacquet **over 23 years** of experience providing high quality real-time closed captioning services, with an accuracy rate exceeding 99 percent verbatim. She has extensively captioned a variety of network news, public broadcasting, including KET, international and financial news, and government proceedings.

E. Pricing Information

Fee for live captioning services

$110 per hour (minimum two-hour fee)
Pro-rated in 15 minute increment after two hours
Technical support via phone - no charge

F. Customer References

Mr. David Bulnes
New York State Assembly
Department of Media, Communication and Information Services
102 Legislative Office Bldg.
Albany NY 12248
(518) 455-4557

For two decades, Caption Advantage has provided live closed captioning of gavel-to-gavel Legislative Assembly proceedings, as well as joint sessions of the Senate and Assembly, for both internet and television broadcast. Our firm was instrumental in implementing the state's first broadcast and webcast captioning of Assembly session.

Mr. Eric Hoppel
New York Senate Media Services
Albany NY 12248
518-455-3541

Caption Advantage implemented the New York Senate's first broadcast and webcast captioning for all Senate hearings and session proceedings.. Caption Advantage provides real-time, live closed captioning, gavel-to-gavel coverage for all New York Senate session proceedings and hearings. Upon request, hearing transcripts are provided with expedited and standard delivery for high-volume hearings.

Mr. Mark Keefer
Maryland Public Television
11767 Owings Mills Blvd
Owings Mills MD 21117
410-581-4311

For two decades**,** Caption Advantage has provided captioning services for Maryland Public Television, including governmental and public affairs programming. Captioned broadcasts include Governor's State of the Commonwealth Address, Budget Address, joint Maryland House/Senate session, Direct Connection, State Circle, and public affairs as directed by Maryland Public Television. In addition to television broadcast captioning, our firm provides simultaneous live YouTube program captioning.

Over the past decade, we have worked hand in hand with the Lexington-Fayette Urban County Government and assisted with implementing broadcast and webcast captioning equipment and technology to provide high-quality captioning. We would welcome the opportunity to continue providing closed captioning services for Lexington-Fayette Urban County Government programming into the coming years.

Once again, thank you for considering our firm's proposal.

Sincerely,

Doreen M. Radin, RMR, CRR, CBC
President

Caption Advantage Affirmative Action Plan

Caption Advantage is firmly committed to securing for all persons equal employment opportunities and freedom from discrimination and other forms of harassment in employment.

Caption Advantage's affirmative action plan serves to redress traditional and social patterns of discrimination which may create artificial barriers to employment opportunities; and

the implementation of an affirmative action plan that ensures that equality and fairness to all is recognized to be in the best interest of employees.

Caption Advantage's affirmative action plan shall provide for equal employment opportunity to all people in all aspects of employer-employee relations without discrimination because of race, color, religion, sex, national origin, sexual orientation, gender identity, ancestry, age, disability, genetic information, political affiliation or veteran status. Employer-employee relations shall include but not be limited to hiring, promotion, termination, tenure, recruitment and compensation;

Caption Advantage condemns workplace harassment.

Equal employment opportunities shall be an integral part of our firm, and any program evaluation shall include an assessment of equal opportunity performance;

The President of Caption Advantage is responsible for the implementation and monitoring of the affirmative action plan and shall provide such technical assistance and reporting as may be deemed appropriate to accomplish the purposes identified by the affirmative action plan;

Doreen M. Radin, RMR-CRR-CBC President

Firm Submitting Proposal:	Caption Advantage LLC
Address:	4440 Ashfield Terrace Syracuse NY 13215-2463
Contact Name:	Doreen M. Radin, President
Telephone Number:	315-492-0069
Fax:	315-492-1426 fax
Email:	dradin@captionadvantage.com

AFFIDAVIT

Comes the Affiant, Doreen M. Radin, and after being first duly sworn, states under penalty of perjury as follows:

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

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

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

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

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

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

Continued on next page

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

Further, Affiant sayeth naught.

Doreen Ladin

STATE OF New York

COUNTY OF Onondaga.

The foregoing instrument was subscribed, sworn to and acknowledged before me by Doreen Ladin on this the 2 day of December, 2025

My Commission expires: 4/23/2029

NOTARY PUBLIC, STATE AT LARGE

LYNDSAY TUDMAN
Notary Public, State of New York
Qualified in Onondaga County
Reg. No. 01TU0036482
My Commission Expires April 23, 2029

EQUAL OPPORTUNITY AGREEMENT

Standard Title VI Assurance

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

The Law

- Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.

- Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment discrimination by contractor and sub-contractor doing business with the Federal Government or recipients of Federal funds. This order was later amended by Executive Order No. 11375 to prohibit discrimination on the basis of sex.

- Section 503 of the Rehabilitation Act of 1973 states:

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

- Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal contracts.

- Section 206(A) of Executive Order 12086, Consolidation of Contract Compliance Functions for Equal Employment Opportunity, states:

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

****

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

in their employment practices. Violation of the above mentioned ordinances may cause a contract to be canceled and the contractors may be declared ineligible for future consideration.

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

Bidders

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

Signature *Name of Business*

Affirmative Action Plan

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

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

Failure to submit these items as required may result in disqualification of the submitter from award of the contract

Please see attached documents.

Caption Advantage Affirmative Action Plan

Caption Advantage is firmly committed to securing for all persons equal employment opportunities and freedom from discrimination and other forms of harassment in employment.

Caption Advantage's affirmative action plan serves to redress traditional and social patterns of discrimination which may create artificial barriers to employment opportunities; and

the implementation of an affirmative action plan that ensures that equality and fairness to all is recognized to be in the best interest of employees.

Caption Advantage's affirmative action plan shall provide for equal employment opportunity to all people in all aspects of employer-employee relations without discrimination because of race, color, religion, sex, national origin, sexual orientation, gender identity, ancestry, age, disability, genetic information, political affiliation or veteran status. Employer-employee relations shall include but not be limited to hiring, promotion, termination, tenure, recruitment and compensation;

Caption Advantage condemns workplace harassment.

Equal employment opportunities shall be an integral part of our firm, and any program evaluation shall include an assessment of equal opportunity performance;

The President of Caption Advantage is responsible for the implementation and monitoring of the affirmative action plan and shall provide such technical assistance and reporting as may be deemed appropriate to accomplish the purposes identified by the affirmative action plan;

Doreen M. Radin, RMR-CRR-CBC President

WORKFORCE ANALYSIS FORM

Name of Organization: Caption Advantage, LLC

Categories	Total	White (Not Hispanic or Latino)		Hispanic or Latino		Black or African-American (Not Hispanic or Latino		Native Hawaiian and Other Pacific Islander (Not Hispanic or Latino		Asian (Not Hispanic or Latino		American Indian or Alaskan Native (not Hispanic or Latino		Two or more races (Not Hispanic or Latino		Total	
		M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Administrators		1	1													1	1
Professionals		1	5													1	5
Superintendents																	
Supervisors																	
Foremen																	
Technicians																	
Protective Service																	
Para-Professionals																	
Office/Clerical																	
Skilled Craft																	
Service/Maintenance																	
Total:																	

Prepared by: [signature] **Date:** 11/28/25.

President

(Name and Title)

Revised 2015-Dec-15

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

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

The Lexington-Fayette Urban County Government has a Certified Minority and Women Business Enterprise seventeen percent (17%) minimum goal including minimum subgoals of five percent (5%) for Minority Business Enterprises (MBE) and a subgoal of twelve percent (12%) for Women Business Enterprises (WBE); a three (3%) minimum goal for Certified Veteran-Owned Small Businesses and/or Certified Service- Disabled Veteran Owned Businesses; and a goal of utilizing Disadvantaged Business Enterprises (DBE), where applicable, for government contracts.

For assistance in locating certified DBEs, MBEs, WBEs, VOSBs and/or VOSBs, contact Sherita Miller at 859/258-3320 or by writing the address listed below:

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

LEXINGTON

MINORITY BUSINESS ENTERPRISE PROGRAM

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

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

To that end the urban county council adopted and implemented Resolution 272-2024 – a Certified Minority and Women Business Enterprise seventeen percent (17%) minimum goal including minimum subgoals of five percent (5%) for Minority Business Enterprises (MBE) and a subgoal of twelve percent (12%) for Women Business Enterprises (WBE); a three (3%) minimum goal for Certified Veteran-Owned Small Businesses and/or Certified Service- Disabled Veteran Owned Businesses; and a goal of utilizing Disadvantaged Business Enterprises (DBE), where applicable, for government contracts.

The resolution states the following definitions shall be used for the purposes of reaching these goals:

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

Certified Minority Business Enterprise (MBE) *– a business in which at least fifty-one percent (51%) is owned, managed and controlled by an ethnic minority (i.e. Black American, Asian American, Hispanic American, Native American)*

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

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

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

The term "Certified" shall mean the business is appropriately certified, licensed, verified, or validated by an organization or entity recognized by the Division of Procurement as having the appropriate credentials to make a determination as to the status of the business.
The following certifications are recognized and accepted by the MBEP:

Kentucky Transportation Cabinet (KYTC), Disadvantaged Business Enterprise (DBE)
Kentucky Minority and Women Business Enterprise (MWBE)
Women's Business Enterprise National Council (WBENC)
National Women Business Owners Corporation (NWBOC)
National Minority Supplier Development Council (NMSDC)
Tri-State Minority Supplier Development Council (TSMSDC)
U.S. Small Business Administration Veteran Small Business Certification (VetCert)
Kentucky Service- Disabled Veteran Owned Small Business (SDVOSB)

To comply with Resolution 272-2024, prime contractors, minority and women business enterprises, veteran owned small businesses, and service-disabled veteran owned small businesses must complete monthly contract compliance audits in the Diverse Business Management Compliance system, https://lexingtonky.diversitycompliance.com/

A list of organizations that certify and/or maintain lists of certified businesses (i.e. DBE, MBE, WBE, VOSB and/or SDVOSB) is available upon request by emailing, Sherita Miller, smiller@lexingtonky.gov.

LEXINGTON

LFUCG MWDBE PARTICIPATION FORM
Bid/RFP/Quote Reference #_____

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

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

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

N/A

Company | **Company Representative**

Date | **Title**

LEXINGTON

LFUCG MWDBE SUBSTITUTION FORM
Bid/RFP/Quote Reference #_____

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

SUBSTITUTED DBE/MBE/WBE/VOSB Company Name, Address, Phone, Email	DBE/MBE/WBE/VOSB/SDVOSB Formally Contracted/ Name, Address, Phone, Email	Work to Be Performed	Reason for the Substitution	Total Dollar Value of the Work	% Value of Total Contract
1.					
2.					
3.					
4.	N/A				

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

Company **Company Representative**

Date **Title**

LEXINGTON

DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS AND OUTREACH PLANS

As affirmed in Resolution Number 272-2024, the Urban County Council has adopted an annual aspirational goal of utilizing at least seventeen percent (17%) of public funds spend from certain discretionary agreements with certified Minority Business Enterprises (MBEs) and certified Woman Business Enterprises (WBEs); utilizing at least three percent (3%) of public funds from certain discretionary agreements with Certified Veteran-Owned Small Business and Certified Service-Disabled Veteran-Owned Small Businesses (VOSBs); and utilizing Disadvantaged Business Enterprises (DBEs) where applicable. Bidders should make every effort to achieve these goals.

Therefore, as an element of the responsiveness of the bid, all Bidders are required to submit documentation of their good faith and outreach efforts to ensure all businesses, including small and disadvantaged businesses such as minority-, woman-, and veteran-owned businesses, have an equal opportunity to compete for and participate in the performance of any subcontracts resulting from this procurement. Examples of good faith and outreach efforts that satisfy this requirement to encourage the participation of, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs include:

1. Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women, and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs to participate.

2. Attended LFUCG Procurement Economic Inclusion Outreach event(s) within the past year to meet new small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs to partner with on LFUCG contracts and procurements.

3. Attended pre-bid/pre-proposal meetings that were scheduled by LFUCG to inform small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs of subcontracting opportunities.

4. Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs.

5. Requested a list of certified small, DBE, MBE, WBE, VOSB and/or SDVOSB subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).

6. Contacted organizations that work with small, DBE, MBE, WBE, and VOSB companies for assistance in finding certified DBEs, MBEs, WBEs, VOSB and/or SDVOSBs to work

on this project. Those contacted and their responses must be a part of the bidder's outreach efforts documentation.

7. Sent written notices, by certified mail, email, or facsimile, to qualified, certified small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.

8. Followed up initial solicitations by contacting small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs via tailored communications to determine their level of interest.

9. Provided the interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs with adequate and timely information about the plans, specifications, and requirements of the contract.

10. Selected portions of the work to be performed by small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs in order to increase the likelihood of subcontracting participation. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate small, DBE, MBE, WBE, VOSB and/or SDVOSB participation, even when the prime contractor may otherwise perform these work items with its own workforce.

11. Negotiated in good faith with interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs, not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection must be so noted in writing with a description as to why an agreement could not be reached.

12. Included documentation of quotations received from interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs that were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.

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

13. Made an effort to offer assistance to or refer interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal.

14. Made efforts to expand the search for small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs beyond the usual geographic boundaries.

15. Other – any other evidence that the bidder submits that may demonstrate that the bidder has made reasonable efforts to include small, DBE, MBE, WBE, VOSB and/or SDVOSB participation.

Bidder must document, with specificity, each of the efforts it made to include small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs as subcontractors in the procurement, including the date on which each effort was made, the medium through which each effort was made, and the outcome of each effort.

> **Note: Failure to submit the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement which is subject to review by the MBE Liaison. Documentation of Good Faith and Outreach Efforts must be submitted with the Bid, regardless of the proposed level of small, DBE, MBE, WBE, VOSB and/or SDVOSB participation in the procurement. If the Good Faith and Outreach Effort documentation is not submitted with the bid response, the bid may be rejected.**

OUTREACH EFFORTS EVALUATION

Outreach efforts demonstrated by the bidder or respondent will be evaluated on a pass/fail basis.

ATTACHMENT A – SMALL AND DISADVANTAGED, MINORITY-, WOMEN-, AND VETERAN-OWNED BUSINESS OUTREACH PLAN

Proposer Name: Caption Advantage LLC **Date:** JAN 28, 2025

Project Name: #46-2025 **Project Number:**

Contact Name: Doreen M. Radin **Telephone:** 315-492-0069

Email: dradin@captionadvantage.com

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

To that end, small and disadvantaged businesses, including minority-, woman-, veteran-, and service-disabled veteran-owned businesses, must have an equal opportunity to be utilized in the performance of contracts with public funds spent from certain discretionary agreements. By submitting its offer, Bidder/Proposer certifies that it has taken, and if there are further opportunities will take, reasonable steps to ensure that small and disadvantaged businesses, including minority-, woman-, veteran-, and service-disabled veteran-owned businesses, are provided an equal opportunity to compete for and participate in the performance of any subcontracts resulting from this procurement.

The information submitted in response to this clause will not be considered in any scored evaluation. Failure to submit this form may cause the bid or proposal to be rejected.

Is the Bidder/ Proposer a certified firm? Yes ☐ No ☒

If yes, indicate all certification type(s):

DBE ☐ MBE ☐ WBE ☐ SBE ☐ VOSB/SDVOSB ☐

and supply a copy of the certificate and/or certification letter if not currently listed on the city's Minority Business Enterprise Program's (MBEP) certified list.

1. Include a list of firms that Bidder/ Proposer has had a contractual relationship with within the last two years that are minority-owned, woman-owned, veteran-owned or small businesses, regardless of their certification status.

Click or tap here to enter text.

2. Does Bidder/Proposer foresee any subcontracting opportunities for this procurement?

Yes ☐ No ☒

If no, please explain why in the field below. Do not complete the rest of this form and submit this first page with your bid and/or proposal. (Click or tap here to enter text.)

If yes, please complete the following pages and submit all pages with your bid and/or proposal.

Describe the steps Bidder/Proposer took to solicit small and disadvantaged businesses, including MBEs, WBEs, VOSBs, and SDVOSBs, for subcontracting opportunities for this procurement.

3. Check the good faith and outreach efforts the Bidder/Proposer used to encourage the participation of small and disadvantaged businesses including, MBEs, WBEs, VOSBs and SDVOSBs:

- ☐ Bidder placed advertisements in search of prospective small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs for the solicitation.
- ☐ Bidder attended LFUCG Procurement Economic Inclusion Outreach event(s) within the past year.
- ☐ Bidder attended pre-bid and/or pre-proposal meetings for this solicitation.
- ☐ Bidder sponsored an Economic Inclusion Outreach event.
- ☐ Bidder requested a list of certified small, DBE, MBE, WBE, VOSB and/or SDVOSB subcontractors or suppliers from LFUCG.
- ☐ Bidder contacted organizations that work with small, DBE, MBE, WBE, VOSB and/or SDVOSB companies.
- ☐ Bidder sent written notices to certified small, DBE, MBE, WBE, VOSB and SDVOSB businesses.
- ☐ Bidder followed up to initial solicitations with interested small, DBE, MBE, WBE, VOSB and/or SDVOSB.
- ☐ Bidder provided small, DBE, MBE, WBE, VOSB and/or SDVOSB businesses interested in performing the solicited work with prompt access to the plans, specifications, scope of work, and requirements of the solicitation.
- ☐ Bidder made efforts to segment portions of the work to be performed by small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs, including dividing sub-bid/partnership opportunities into economically feasible units/parcels, to facilitate participation.

☐ Bidder negotiated in good faith with interested small, DBE, MBE, WBE, VOSB and/or SDVOSB businesses.

☐ Bidder provided adequate rationale for rejecting any small business', DBEs, MBEs, WBEs, VOSBs or SDVOSBs for lack of qualifications.

☐ Bidder offered assistance in obtaining bonding, insurance, financial, equipment, or other resources to small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs, in an effort to assist them in meeting project requirements.

☐ Bidder made efforts to expand the search for small businesses, DBEs MBEs, WBEs, VOSBs and/or SDVOSBs beyond the usual geographic boundaries.

☐ Bidder made other reasonable efforts to include small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs participation.

4. Bidder/Proposer must include documentation, including the date each effort was made, the medium through which each effort was made, and the outcome of each effort with this form, regardless of the level of small, DBE, MBE, WBE, VOSB and/or SDVOSB participation. Examples of required documentation include copies of email communications, copies of newspaper advertisements, or copies of quotations received from interested small businesses, DBEs, MBEs, WBEs, VOSBs or SDVOSBs.

Click or tap here to enter text.

For detailed information regarding outreach efforts that satisfy the MBE Program's requirements, please see "Documentation Required for Good Faith Efforts and Outreach Plans" page.

Note: The Bidder/Proposer must be willing to report the identity of each subcontractor and the value of each subcontract to MBEP if awarded a contract from this procurement.

Failure to submit the documentation requested may be cause for rejection of the bid. Bidders may include any other documentation deemed relevant to this requirement, which is subject to review by the MBE Liaison. Documentation of Good Faith and Outreach Efforts must be submitted with the bid, regardless of the proposed level of SBEs, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs participation in the procurement. If the Good Faith and Outreach Effort Form and associated documentation is not submitted with the bid response, the bid may be rejected.

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

Caption Advantage LLC — Company

Date

Company Representative

President

Title

4870-1925-6809, v. 1

GENERAL PROVISIONS

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

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

2. Failure to submit ALL forms and information required in this RFP may be grounds for disqualification.

3. Addenda: All addenda and IonWave Q&A, if any, shall be considered in making the proposal, and such addenda shall be made a part of this RFP. Before submitting a proposal, it is incumbent upon each proposer to be informed as to whether any addenda have been issued, and the failure to cover in the bid any such addenda may result in disqualification of that proposal.

4. Proposal Reservations: LFUCG reserves the right to reject any or all proposals, to award in whole or part, and to waive minor immaterial defects in proposals. LFUCG may consider any alternative proposal that meets its basic needs.

5. Liability: LFUCG is not responsible for any cost incurred by a Respondent in the preparation of proposals.

6. Changes/Alterations: Respondent may change or withdraw a proposal at any time prior to the opening; however, no oral modifications will be allowed. Only letters, or other formal written requests for modifications or corrections of a previously submitted proposal which is addressed in the same manner as the proposal, and received by LFUCG prior to the scheduled closing time for receipt of proposals, will be accepted. The proposal, when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope which is plainly marked "modifications of proposal".

7. Clarification of Submittal: LFUCG reserves the right to obtain clarification of any point in a bid or to obtain additional information from a Respondent.

8. Bribery Clause: By his/her signature on the bid, Respondent certifies that no employee of his/hers, any affiliate or Subcontractor, has bribed or attempted to bribe an officer or employee of the LFUCG.

9. Additional Information: While not necessary, the Respondent may include any product brochures, software documentation, sample reports, or other documentation that may assist LFUCG in better understanding and evaluating the Respondent's response. Additional documentation shall not serve as a substitute for other documentation which is required by this RFP to be submitted with the proposal,

10. Ambiguity, Conflict or other Errors in RFP: If a Respondent discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, it shall immediately notify LFUCG of such error in writing and request modification or clarification of the document if allowable by the LFUCG.

11. Agreement to Bid Terms: In submitting this proposal, the Respondent agrees that it has carefully examined the specifications and all provisions relating to the work to be done attached hereto and made part of this proposal. By acceptance of a Contract under this RFP, proposer states that it understands the meaning, intent and requirements of the RFP and agrees to the same. The successful Respondent shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to Respondent shall be authorized for services or expenses reasonably covered under these provisions that the proposer omits from its Proposal.

12. Cancellation: If the services to be performed hereunder by the Respondent are not performed in an acceptable manner to the LFUCG, the LFUCG may cancel this contract for cause by providing written notice to the proposer, giving at least thirty (30) days notice of the proposed cancellation and the reasons for same. During that time period, the proposer may seek to bring the performance of services hereunder to a level that is acceptable to the LFUCG, and the LFUCG may rescind the cancellation if such action is in its best interest.

A. Termination for Cause

(1) LFUCG may terminate a contract because of the contractor's failure to perform its contractual duties

(2) If a contractor is determined to be in default, LFUCG shall notify the contractor of the determination in writing, and may include a specified date by which the contractor shall cure the identified deficiencies. LFUCG may proceed with termination if the contractor fails to cure the deficiencies within the specified time.

(3) A default in performance by a contractor for which a contract may be terminated shall include, but shall not necessarily be limited to:
   (a) Failure to perform the contract according to its terms, conditions and specifications;
   (b) Failure to make delivery within the time specified or according

to a delivery schedule fixed by the contract;

(c) Late payment or nonpayment of bills for labor, materials, supplies, or equipment furnished in connection with a contract for construction services as evidenced by mechanics' liens filed pursuant to the provisions of KRS Chapter 376, or letters of indebtedness received from creditors by the purchasing agency;

(d) Failure to diligently advance the work under a contract for construction services;

(e) The filing of a bankruptcy petition by or against the contractor; or

(f) Actions that endanger the health, safely or welfare of the LFUCG or its citizens.

B. At Will Termination

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

13. Assignment of Contract: The contractor shall not assign or subcontract any portion of the Contract without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of LFUCG.

14. No Waiver: No failure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by LFUCG in exercising any right, remedy, power or privilege under or in respect of this Contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.

15. Authority to do Business: The Respondent must be a duly organized and authorized to do business under the laws of Kentucky. Respondent must be in good standing and have full legal capacity to provide the services specified under this Contract. The Respondent must have all necessary right and lawful authority to enter into this Contract for the full term hereof and that proper corporate or other action has been duly taken authorizing the Respondent to enter into this Contract. The Respondent will provide LFUCG with a copy of a corporate resolution authorizing this action and a letter from an attorney confirming that the proposer is authorized to do business in the State of Kentucky if requested. All proposals must

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

16. Governing Law: This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this Contract, the Parties agree that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Contract or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.

17. Ability to Meet Obligations: Respondent affirmatively states that there are no actions, suits or proceedings of any kind pending against Respondent or, to the knowledge of the Respondent, threatened against the Respondent before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of Respondent to perform its obligations under this Contract, or which question the legality, validity or enforceability hereof or thereof.

18. Contractor understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Contractor is an independent contractor at all times during the performance of the services specified.

19. If any term or provision of this Contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.

20. Contractor [or Vendor or Vendor's Employees] will not appropriate or make use of the Lexington-Fayette Urban County Government (LFUCG) name or any of its trade or service marks or property (including but not limited to any logo or seal), in any promotion, endorsement, advertisement, testimonial or similar use without the prior written consent of the government. If such consent is granted LFUCG reserves the unilateral right, in its sole discretion, to immediately terminate and revoke such use for any reason whatsoever. Contractor agrees that it shall cease and desist from any unauthorized use immediately upon being notified by LFUCG.

Signature

Nov 28, 2025
Date

INDEMNIFICATION AND HOLD HARMLESS PROVISION

(1) It is understood and agreed by the parties that Contractor hereby assumes the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of Contractor or its employees, agents, servants, owners, principals, licensees, assigns or subcontractors of any tier (hereinafter "CONTRACTOR") under or in connection with this agreement and/or the provision of goods or services and the performance or failure to perform any work required thereby.

(2) CONTRACTOR shall indemnify, save, hold harmless and defend the Lexington-Fayette Urban County Government and its elected and appointed officials, employees, agents, volunteers, and successors in interest (hereinafter "LFUCG") from and against all liability, damages, and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, from or by CONTRACTOR's performance or breach of the agreement and/or the provision of goods or services provided that: (a) it is attributable to personal injury, bodily injury, sickness, or death, or to injury to or destruction of property (including the loss of use resulting therefrom), or to or from the negligent acts, errors or omissions or willful misconduct of the CONTRACTOR; and (b) not caused solely by the active negligence or willful misconduct of LFUCG.

(3) In the event LFUCG is alleged to be liable based upon the above, CONTRACTOR shall defend such allegations and shall bear all costs, fees and expenses of such defense, including but not limited to, all reasonable attorneys' fees and expenses, court costs, and expert witness fees and expenses, using attorneys approved in writing by LFUCG, which approval shall not be unreasonably withheld.

(4) These provisions shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this agreement.

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

(6) Notwithstanding, the foregoing with respect to any professional services performed by CONTRACTOR hereunder (and to the fullest extent permitted by law), CONTRACTOR shall indemnify, save, hold harmless and defend LFUCG from and against any and all liability, damages and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees, for any damage due to death or injury to any person or injury to any property (including the loss of use resulting therefrom) to the extent arising out of, pertaining to or relating to the negligence, recklessness or willful misconduct of CONTRACTOR in the performance of this agreement.

FINANCIAL RESPONSIBILITY

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

INSURANCE REQUIREMENTS

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

Required Insurance Coverage

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

Coverage	Limits
General Liability (Insurance Services Office Form CG 00 01)	$1 million per occurrence, $2 million aggregate or $2 million combined single limit
Auto Liability	$1 million per occurrence
Worker's Compensation	Statutory
Employer's Liability	$100K
Professional (E&O) Liability	$1 million per claim

The policies above shall contain the following conditions:

a. All Certificates of Insurance forms used by the insurance carrier shall be properly filed and approved by the Department of Insurance for the Commonwealth of Kentucky (DOI). LFUCG shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy using the Kentucky DOI approved forms.

b. The General Liability Policy shall be primary to any insurance or self-insurance retained by LFUCG.

c. LFUCG shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.

d. Said coverage shall be written by insurers acceptable to LFUCG and shall be in a form acceptable to LFUCG. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

Renewals

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

Deductibles and Self-Insured Programs

IF YOU INTEND TO SUBMIT A SELF-INSURANCE PLAN IT MUST BE FORWARDED TO LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, DIVISION OF RISK MANAGEMENT, 200 EAST MAIN STREET, LEXINGTON, KENTUCKY 40507 NO LATER THAN A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO THE RESPONSE DATE. Self-insurance programs, deductibles, and self-insured retentions in insurance policies are subject to separate approval by Lexington-Fayette Urban County Government's Division of Risk Management, upon review of evidence of BIDDER/CONTRACTOR's financial capacity to respond to claims. Any such programs or retentions must provide LFUCG with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance coverage

Safety and Loss Control

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

Verification of Coverage

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

Right to Review, Audit and Inspect

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

DEFAULT

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

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