

Lexington-Fayette Urban County Government

*200 E. Main St
Lexington, KY 40507*



Docket

Tuesday, August 19, 2025

3:00 PM

Packet

Council Chamber

Urban County Council Work Session

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

- a [0776-25](#) Table of Motions: Council Work Session, August 12, 2025

Attachments: [TOM 081225](#)

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 [0772-25](#) A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute an Agreement related to Council Capital Project expenditure funds with Young Men's Christian Association of Central Ky., Inc. (\$9,549.10), for the Office of the Urban County Council, at a cost not to exceed the sum stated. [Council Office, Hall]

Attachments: [Capital List 8.19.25](#)

[Reso 0772-25 Council Capital \(8-19-25\) 4897-9190-4864 v.1.docx](#)

- b [0777-25](#) Summary: Budget, Finance, and Economic Development Committee, June 24, 2025

Attachments: [6-24-25 Meeting Summary](#)

- c [0778-25](#) An Ordinance amending the Lexington-Fayette County Zoning Ordinance by creating Article 31: Solar Energy Systems, in order to provide guidance in facilitating the siting, development, construction, installation, and decommissioning of solar energy systems. (Urban County Council). [Council Office, Hall]

Attachments: [7.1.25 GGP Partial Summary for 8.19.25WS](#)
[Solar ZOTA-24-00003 draft GGP Recommended Text](#)
[0778-25 Solar ZOTA draft 4919-2555-7340 v.1.docx](#)

XI. Council Reports

XII. Public Comment - Issues Not on Agenda

XIII. Adjournment

Administrative Synopsis - New Business Items

- a** **0722-25** A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute Lease Agreements with the following individuals for the listed properties in consideration of the sums stated in monthly rent: Ada Williamson for 4051 Richmond Rd., \$203.50; Teresa Jill Farmer for 3401 Shamrock Ln., \$770.00; Victoria Hamm for 3561 Shamrock Ln., \$605.00. [Div. of Parks and Recreation, Conrad]
- Attachments:** [2025 Residential Lease Blue Sheet 2026 FY Memo SIGNED \(UPDATED\)](#)
 [2025 Residential Lease - 4051 Richmond Road](#)
 [2025 Residential Lease - 3401 Shamrock Lane](#)
 [2025 Residential Lease - 3561 Shamrock Lane](#)
 [RESO 0722-25 4901-0736-3682 v.1.docx](#)
 [R-398-2025](#)
 [Contract #236-2025](#)
 [Contract #236-2025 \(2\)](#)
 [Contract #236-2025 \(3\)](#)
- b** **0735-25** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute a Partial Release of Easement, releasing a portion of a sanitary sewer easement on the property located at 1504 Winners Circle. [Div. of Water Quality, Martin]
- Attachments:** [Blue Sheet Memo](#)
 [1504 WinnersCir Map](#)
 [1504 Winners Circle](#)
 [RESO 735-25- Partial release of easement at 1504 Winners Circle 4911-0127](#)
- c** **0738-25** A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute a Lease Agreement with the Board of Education of Fayette County, Ky., to lease a twenty-five (25) acre portion of Southern Middle School, for Meadowbrook Golf Course, from the date of execution through June 30, 2026, at a cost not to exceed one dollar (\$1.00). [Div. of Parks and Recreation, Conrad]
- Attachments:** [Meadowbrook Golf Course Lease Agreement with FCPS Memo - 2025 - Sign](#)
 [Lease Agreement For Meadowbrook Golf Course](#)
 [RESO 0738-25 4912-7220-0802 v.1.docx](#)
 [R-399-2025](#)
 [Contract #232-2025](#)
- d** **0751-25** A Resolution authorizing and directing the Mayor, on behalf of the

Urban County Government, to execute a Memorandum of Understanding with the Ky. Div. of Forestry to provide Wildland Fire Training to Lexington Fire Dept. personnel. [Div. of Fire and Emergency Services, Wells]

Attachments: [Blue Sheet Kentucky Division of Forestry 082025](#)
[Kentucky Division of Forestry MOU 082025](#)
[RESO 751-25- MOU with KDF 4908-9306-3005 v.1.docx](#)

e **0754-25**

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute Change Order No. Six (6) to the Agreement with Haire Construction, LLC, for the Phoenix Park Reimagined Project, increasing the Contract price by \$74,885.25 and raising the total Contract price to \$3,355,398.91. [Div. of Parks and Recreation, Conrad]

Attachments: [Phoenix Park Reimagined Memo Signed - Corrected](#)
[Phoenix Park Reimagined - Change Order #6 - Corrected](#)
[RESO 0754-25 4929-8557-4498 v.1.docx](#)
[R-400-2025](#)

f **0758-25**

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute the Real Estate Exchange Agreement, and any necessary documents, with Board of Education of Fayette County to authorize a land swap to obtain a parcel for the Citation Boulevard Phase IIIA Project, and to accept deeds resulting therefrom, at a cost not to exceed \$122,265, plus an estimated \$294,946 for a school bus lane if bid in 2025 with annual increases if bid thereafter. [Div. of Engineering, Burton]

Attachments: [Citation Boulevard Phase IIIA - Bluesheet Memo - FCPS - 145 - WDB.pdf](#)
[Citation PHIIIAB Exhibit OCTOBER 2024 updated Oakbrook Label.pdf](#)
[DRAFT - Agreement \(3-28-25\) .2 . 4934-9915-3686.pdf](#)
[RESO 0758-25- FCPS Real Estate Agreement for Citation Road expansion 4!](#)
[R-401-2025](#)

g **0760-25**

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute Amendment No. 2 to the Agreement with the Bluegrass Area Development District, to reduce the recognized revenue to \$45,291.00 for the Federal Award and \$102,160.00 for the State Award for Operation of the Lexington Senior Center in FY 2025, which obligates the Urban County Government to provide an increase in match of \$6,613.27. [Div. of Aging and Disability Services, Stambaugh]

Attachments: [26-Blue Sheet Memo FY25 Amendment Sr Citizn Center BA 13863 to reflect actual award](#)
[Lexington Notice of Amendment No. 2 for Mayor Signature 7.22.2024](#)
[RE FY25 Grant for Senior Center Amendment No. 2](#)
[TIII Allocation Handout FY25 7.10.2024](#)
[RESO 0760-25 4937-5136-2658 v.1.docx](#)

- h** **0761-25** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute a Release of Easement, releasing a portion of a utility easement on the property located at 1120 Commercial Dr. and 1245 Eastland Dr. [Div. of Water Quality, Martin]

Attachments: [Blue Sheet Memo](#)
[Commercial1120Eastland1245MAP](#)
[Release of Easement](#)
[RESO 761-25- Release of Easement at 1120 Commercial Drive and 1245 Ea](#)



Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0776-25

File ID: 0776-25

Type: Summary

Status: Approved

Version: 1

Contract #:

In Control: Urban County
Council

File Created: 08/14/2025

File Name: Table of Motions: Council Work Session, August 12,
2025

Final Action: 08/19/2025

Title: Table of Motions: Council Work Session, August 12, 2025

Notes:

Sponsors:

Enactment Date:

Attachments: TOM 081225

Enactment Number:

Deed #:

Hearing Date:

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	08/19/2025	Approved				Pass

Text of Legislative File 0776-25

Title

Table of Motions: Council Work Session, August 12, 2025

URBAN COUNTY COUNCIL
WORK SESSION
TABLE OF MOTIONS
August 12, 2025

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

I. Public Comment – Issues on Agenda

II. Requested Rezoning/Docket Approval

Motion by Ellinger II to approve the August 14, 2025 Council Meeting Docket. Seconded by Sevigny. Motion passed without dissent.

III. Approval of Summary

Motion by Wu to approve the July 1, 2025 Work Session Summary. Seconded by Baxter. Motion passed without dissent.

IV. Budget Amendments

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

V. Budget Adjustments – For Information Only

VI. New Business

Motion by Baxter to approve New Business. Seconded by LeGris. Motion passed 13 – 0. Reynolds recused on item m.

VII. Communications from the Mayor- Appointments

Motion by Wu to approve Communications from the Mayor – Appointments. Seconded by Hale. Motion passed without dissent.

VIII. Communications from the Mayor- Donations

Motion by Curtis to approve Communications from the Mayor – Donations. Seconded by Morton. Motion passed without dissent.

IX. Communications from the Mayor- Procurements

Motion by Sheehan to approve Communications from the Mayor – Procurements. Seconded by Baxter. Motion passed without dissent

X. Continuing Business/Presentations

Motion by Wu to approve Council Capital Projects. Seconded by Sevigny. Motion passed without dissent.

LeGris provided a summary of the June 10, 2025 Environmental Quality and Public Works Committee (EQPW) Meeting.

Motion by Brown to set the General Services Fund ad valorem real property tax rate at Option 3; to set the General Services Fund ad valorem personal property tax rate including public service companies, noncommercial aircraft, and noncommercial watercraft at Option 3; and, to set the General Services Fund ad valorem tax rates for motor vehicles, tobacco in storage, agricultural products in storage, insurance companies' capital, and abandoned urban property at the same rates as the prior fiscal year (the current rates)(.088, .015, .045, .15, and 1.00). Seconded by Ellinger II. Motion passed without dissent.

Motion by Brown to set the Urban Services Fund – Refuse Collection ad valorem real property tax rate at Option 3; to set the Urban Services Fund – Street Lights ad valorem real property tax rate at Option 3; to set the Urban Services Fund – Street Cleaning ad valorem real property tax rate at Option 3; and, to set the Urban Services Fund – Public Service Companies ad valorem tax rate at Option 3 (the combined amount of the 3 urban service rates) and Insurance Co. Capital at .0920, the same rate as the prior fiscal year. Seconded by Reynolds. Motion passed without dissent.

Motion by Brown to place on the docket for the Thursday, August 14, 2025 Council Meeting an ordinance pertaining to all of the tax rates for general services and urban services as provided in the respective amounts from the above motions and levying them at these rates on each \$100 of assessed valuation. Seconded by Baxter. Motion passed without dissent.

Motion by Brown to set the public health ad valorem real property tax rate at 0.0243 and the public health ad valorem personal property tax rate at 0.0243, and to place an ordinance on the docket for the Thursday, August 14, 2025 Council Meeting levying the taxes at these rates on each \$100 of assessed valuation. Seconded by Baxter. Motion passed without dissent.

Motion by Brown to set the soil and water conservation district ad valorem real property tax rate at 0.001, and to place an ordinance on the docket for the Thursday, August 14, 2025 Council Meeting levying the tax at this rate on each \$100 of assessed valuation. Seconded by Wu. Motion passed without dissent.

Motion by Brown to schedule a public hearing on all of these ad valorem tax rates for the August 28, 2025 Council Meeting at 6 p.m. Seconded by Morton. Motion passed without dissent.

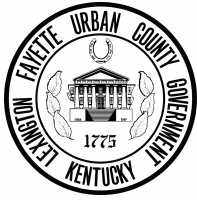
XI. Council Reports

Motion by Sheehan to place the sewer clean out reimbursement program into the EQPW Committee. Seconded by Brown. Motion passed without dissent.

XII. Public Comment – Issues Not on Agenda

XIII. Adjournment

Motion by Sevigny to adjourn at 4:03 p.m. Seconded by Curtis. Motion passed without dissent.



Lexington-Fayette Urban County Government Master

200 E. Main St
Lexington, KY 40507

File Number: 0772-25

File ID: 0772-25

Type: Resolution

Status: Approved

Version: 1

Contract #:

In Control: Urban County
Council

File Created: 08/13/2025

File Name: Capital List 8/19/25

Final Action: 09/11/2025

Title: A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute an Agreement related to Council Capital Project expenditure funds with Young Men's Christian Association of Central Ky., Inc. (\$9,549.10), for the Office of the Urban County Council, at a cost not to exceed the sum stated. [Council Office, Hall]

Notes:

Sponsors:

Enactment Date: 09/11/2025

Attachments: Capital List 8.19.25, Reso 0772-25 Council Capital
(8-19-25) 4897-9190-4864 v.1.docx

Enactment Number: R-409-2025

Deed #:

Hearing Date:

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	08/19/2025	Approved and Referred to Docket	Urban County Council	08/28/2025		Pass
1	Urban County Council	08/28/2025	Received First Reading	Urban County Council	09/11/2025		
1	Urban County Council	09/11/2025	Approved				Pass

Text of Legislative File 0772-25

Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute an Agreement related to Council Capital Project expenditure funds with Young Men's Christian Association of Central Ky., Inc. (\$9,549.10), for the Office of the Urban County Council, at a cost not to exceed the sum stated. [Council Office, Hall]

Summary

Organization:

Central Kentucky YMCA
Jessica Berry
1105-121001-0001-71102

Purpose:

To purchase technology equipment, including a smart board and classroom bots, for the
Power Scholar program

Amount:

\$ 9,549.10

**Council Capital Projects
August 19, 2025
Work Session**

Amount		Recipient	Purpose
\$ 9,549.10	Central Kentucky YMCA Jessica Berry 1105-121001-0001-71102		To purchase technology equipment, including a smart board and classroom bots, for the Power Scholar program

RESOLUTION NO. _____ - 2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT RELATED TO COUNCIL CAPITAL PROJECT EXPENDITURE FUNDS WITH YOUNG MEN'S CHRISTIAN ASSOCIATION OF CENTRAL KENTUCKY, INC. (\$9,549.10), FOR THE OFFICE OF THE URBAN COUNTY COUNCIL, AT A COST NOT TO EXCEED THE SUM STATED.

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute an agreement related to Council Capital Project Expenditure Funds, which is attached hereto and incorporated herein by reference, with Young Men's Christian Association of Central Kentucky, Inc., for the Office of the Urban County Council.

Section 2 – That an amount, not to exceed the sum stated, be and hereby is approved for payment or transfer to Young Men's Christian Association of Central Kentucky, Inc. (\$9,549.10), from account #1105-121002-91715, from various Council Districts, pursuant to the terms of the Agreement.

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

PASSED URBAN COUNTY COUNCIL:

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0772-25:GET:4897-9190-4864, v. 1



Lexington-Fayette Urban County Government Master

200 E. Main St
Lexington, KY 40507

File Number: 0777-25

File ID: 0777-25

Type: Summary

Status: Received and Filed

Version: 1

Contract #:

In Control: Urban County
Council

File Created: 08/14/2025

File Name: Summary: Budget, Finance, and Economic
Development Committee, June 24, 2025

Final Action: 08/19/2025

Title: Summary: Budget, Finance, and Economic Development Committee, June 24, 2025

Notes:

Sponsors:

Enactment Date:

Attachments: 6-24-25 Meeting Summary

Enactment Number:

Deed #:

Hearing Date:

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	08/19/2025	Received and Filed				

Text of Legislative File 0777-25

Title

Summary: Budget, Finance, and Economic Development Committee, June 24, 2025



Budget, Finance & Economic Development Committee

June 24, 2025

Summary and Motions

Chair James Brown called the meeting to order at 1:01 p.m. Vice Mayor Dan Wu and Council Members Chuck Ellinger, Shayla Lynch, Hannah LeGris, Liz Sheehan, Denise Gray, Whitney Baxter, Dave Sevigny, and Jennifer Reynolds were in attendance. Council Members Tyler Morton, Emma Curtis, Joseph Hale, Amy Beasley, and Hil Boone were also present as non-voting members.

I. Approval of March 18, 2025 Committee Summary

A motion by Ellinger to approve the March 18, 2025, Committee Summary, seconded by Baxter, the motion passed without dissent.

II. Monthly Financial Update – May 2025

Commissioner Hensley and Directors Holbrook and Lueker presented the monthly financials. Revenue collections in May were higher than expected, following a slower than anticipated April. Through May, revenue collections are 1.4% above budget. Personnel is running within 4% of budget, showing little change in variance from April reporting. Operating savings will be less than reported due to open purchase orders that will be paid out in the next fiscal year. Additionally, budget amendments passed in June for prefunding will adjust this variance. Year over year comparison shows a 2.6% increase in revenue across categories. Expenses for FY25 compared to FY24 increased by 5.7%. No action was taken on this item.

III. Digital Accessibility

Troy Black, Administrative Specialist, presented on Digital Accessibility. Congress passed the Digital Equity Act in 2021 as part of the Bipartisan Infrastructure Law which included \$2.75 billion for programs aimed at closing the digital divide and ensuring all communities have the technology and skills needed to participate in the digital economy. Digital equity is when individuals and communities have the information technology resources they need to participate fully in the economy and society. Kentucky's Digital Equity Plan was presented in early 2024 and the state was awarded federal funding to implement the plan. The plan was developed in collaboration with Kentuckians to address issues like internet affordability, digital literacy, and access to devices.

Lexington city officials held a series of internal meetings and discussions to determine the best course of action to support the Digital Equity Act and the Kentucky Digital Equity Plan. It was determined that a local Digital Accessibility Plan that incorporates community voices, identifies services and gaps, informs policy, and guides access to resources was needed for Lexington. The

Lexington Digital Accessibility Workgroup was created with the mission of a thriving Lexington where every resident regardless of age, background, or location has access to affordable broadband, reliable devices, and the skills to navigate the digital world. By leveraging technology and collaborative partnerships Lexington aims to unlock new economic opportunities, improve health outcomes, and enhance educational experiences.

The workgroup has held meetings at 4 different partner locations across Lexington that offer digital accessibility resources and has worked to promote the Kentucky Asset Inventory Survey to increase the number of businesses listed as offering digital accessibility services in Lexington. Valuable feedback was generated at these meetings which has helped refine the vision statement and expand the reach of the digital accessibility initiatives using partner networks to help spread awareness.

Next steps include deploying a local survey and hosting a Digital Accessibility Expo. The local survey will gather community feedback, help organize outreach efforts and shape the digital accessibility roadmap. “Get Connected Lex – A Digital Accessibility Expo” will provide opportunities for community members to learn about Lexington’s digital future and raise awareness about digital resources available in Lexington. The expo will be held on June 28th, from 10:00am to 2:00pm, at the Lexington Senior Center and is open to the public. No action was taken on this item.

IV. Technology Ecosystem Development

Joe Simkins, Senior Economist for TEconomy Partners, presented recommendations on tech-driven workforce and economic development opportunities for Lexington-Fayette County. TEconomy Partners approached the study by conducting situational assessments of which industries are leading tech-based business activities and how they are deploying their talent from an industry and ecosystem perspective as well as a workforce perspective. This led to the identification of opportunities to expand the tech industry, and the workforce needed to achieve that growth.

Key findings from TEconomy Partners analyses include: core tech industry clusters have emerged in Fayette County as major areas of deployment of tech talent; demand is outpacing supply across both tech- and tech-enabled roles; Fayette County’s high-demand, high-priority occupations are driven by significant demand for embedded roles; Lexington is well-positioned to pursue technology-enabled growth across five key opportunity areas, AgTech, Health Tech, Biotech, and Digital Business Services and software as a service; demand from industry persists despite talent pipeline, suggesting need for retention strategies and skills alignment; and forward looking demand indicates need for hybrid skillsets that combine domain knowledge with deep competencies in data and software tools.

TEconomy Partners outlined key roles, skills, education, and trends in each of the 5 opportunity areas for Lexington-Fayette County's workforce development to align with forward looking market trends. TEconomy recommends a strategic framework that focuses on aggregating activities across the economic and workforce development ecosystem that results in engaging with talent and research initiatives, coordinating services through single access points, and serving as a key coordinating and networking umbrella for groups focused on specific tech application verticals.

TEconomy recommends four strategies for growing Lexington-Fayette county's tech and tech-enabled workforce to support economic development: 1) create and elevate a Lexington Tech Council as the centralized convener of Lexington's tech-based ecosystem; 2) grow tech employment by prioritizing connections among educational institutions, students, workers, and employers; 3) support Lexington's innovation and entrepreneurial capacity by building on high growth opportunities 4) accelerate marketing, branding, and storytelling of Lexington's tech ecosystem by focusing on tech-enabled industries.

Each of the 4 recommended strategies is accompanied with a series of actions for growing Lexington-Fayette County's tech and tech-enabled workforce. There are a total of 16 actions to achieve the 4 recommended strategies at an estimated cost of \$630,000 in new funding to encourage tech based economic and workforce development. No action was taken on this item.

V. Review of Committee Referrals

A motion by Baxter to remove item #10, Parks Referendum Policies and Procedures, seconded by Wu, the motion passed without dissent.

A motion by Reynolds to remove item #3, Facilities and Fleet Maintenance Plan, seconded by Baxter, the motion passed without dissent.

VI. Adjournment

A motion by Baxter to adjourn at 2:33pm, seconded by Gray, the motion passed without dissent.



Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0778-25

File ID: 0778-25

Type: Ordinance

Status: Approved

Version: 1

Contract #:

In Control: Urban County
Council

File Created: 08/14/2025

File Name: Solar Energy Systems (ZOTA-24-00003)

Final Action: 09/11/2025

Title: An Ordinance amending the Lexington-Fayette County Zoning Ordinance by creating Article 31: Solar Energy Systems, in order to provide guidance in facilitating the siting, development, construction, installation, and decommissioning of solar energy systems. (Urban County Council).
[Council Office, Hall]

Notes:

Sponsors:

Enactment Date: 09/11/2025

Attachments: 7.1.25 GGP Partial Summary for 8.19.25WS, Solar
ZOTA-24-00003 draft GGP Recommended Text,
0778-25 Solar ZOTA draft 4919-2555-7340 v.1.docx

Enactment Number: O-069-2025

Deed #:

Hearing Date:

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	08/19/2025	Amended				Pass
1	Urban County Council Work Session	08/19/2025	Amended				Pass
1	Urban County Council Work Session	08/19/2025	Amended				Pass
1	Urban County Council Work Session	08/19/2025	Amended				Pass
1	Urban County Council Work Session	08/19/2025	Amended				Pass
1	Urban County Council Work Session	08/19/2025	Amended				Pass
1	Urban County Council Work Session	08/19/2025	Amended				Pass
1	Urban County Council Work Session	08/19/2025	Amended				Pass
1	Urban County Council Work Session	08/19/2025	Amended				Pass

Master Continued (0778-25)

1	Urban County Council Work Session	08/19/2025	Amended			Pass
1	Urban County Council Work Session	08/19/2025	Approved and Referred to Docket	Urban County Council	08/28/2025	Pass
1	Urban County Council	08/28/2025	Received First Reading	Urban County Council	09/11/2025	
1	Urban County Council	09/11/2025	Approved			Pass

Text of Legislative File 0778-25

Title

An Ordinance amending the Lexington-Fayette County Zoning Ordinance by creating Article 31: Solar Energy Systems, in order to provide guidance in facilitating the siting, development, construction, installation, and decommissioning of solar energy systems. (Urban County Council). [Council Office, Hall]



General Government & Planning (GGP) Committee

July 1, 2025

Summary and Motions (Partial)

Committee members Liz Sheehan, Dan Wu, James Brown, Chuck Ellinger II, Shayla Lynch, Hannah LeGris, Emma Curtis, Whitney Elliott Baxter, Dave Sevigny, and Jennifer Reynolds were present. Council members Tyler Morton, Joseph Hale, Hil Boone, and Amy Beasley were present as non-voting members.

SOLAR ENERGY SYSTEMS (ZOTA-23-00003) (Sheehan/Sevigny)

As the item's co-sponsor, Chair Sheehan introduced the Zoning Ordinance Text Amendment (ZOTA) for Solar Energy Systems. This ZOTA aims to establish a regulatory framework for solar energy systems in Lexington and aligns with the Comprehensive Plan 2045, specifically the goal of achieving net-zero emissions by 2050. The chair explained to the committee and public that a presentation of the Planning Commission's recommended language would be given by Planning staff, followed by a presentation of an amended version given by Sevigny, the item's co-sponsor.

Daniel Crum, Principal Planner, explained that the ZOTA was a community-initiated proposal, not led by the Urban County Council. He outlined the structure of the ordinance, which was modeled after the Kentucky Resources Council's solar framework. He categorized solar energy systems as integrated, rooftop-mounted, or ground-mounted, with varying thresholds and implications. Crum noted that due to the applicant-driven nature of the ZOTA, planning staff were required to process the request within six months, limiting the time available for public engagement, particularly in rural areas. He emphasized the need for a future, more inclusive planning process for agricultural zones. He also presented maps showing the practical limitations of solar development, highlighting that only land near transmission lines and outside conservation easements would be viable for large-scale solar projects.

Sevigny, co-sponsoring the amendments with Chair Sheehan, explained that the proposal from Council included in the committee packet aligns with the 2045 Comprehensive Plan and the county's commitment to net-zero carbon emissions by 2050. He emphasized the importance of including agricultural areas in the solar zoning framework, arguing for equitable distribution of climate responsibilities. Sevigny proposed increasing the intermediate scale solar threshold from 5 to 10 acres to match the [Kentucky Resources Council](#) (KRC) model ordinance. He also added a definition for prime farmland, introduced a 2% cap on agricultural land eligible for large-scale solar, and outlined decommissioning and vegetative cover requirements to protect soil. The proposed amendments aimed to provide a thoughtful, legal, and enforceable pathway for integrating solar systems across all zones, including rural areas.

Reynolds questioned the enforceability of the proposed soil and topography protections for agricultural zones and expressed concerns about whether local ordinances could influence utility companies, which the Kentucky Public Service Commission regulates. She also sought clarification on the 2% land cap and how it was determined.

Baxter asked how Sevigny chose which parts of the KRC model ordinance to incorporate. She expressed concern over the enforcement of ground cover requirements and questioned the influence of Silicon Ranch, a for-profit corporation, in shaping the ZOTA. She suggested more public review was needed before moving forward.

Curtis challenged the quantifiable impact of the ZOTA on climate change goals, questioning whether the ordinance would truly help Lexington achieve net-zero emissions. She expressed concern about including agricultural zones without a broader public planning process, arguing that the urban portion of the county should not bear the entire burden of climate initiatives.

Wu emphasized the importance of setting ambitious goals like net-zero emissions, even when specific implementation steps are uncertain, supporting the ZOTA as one tool among many for achieving sustainability.

Brown inquired about the [SolSmart designation](#) and its requirements. He also expressed concerns about engagement equity, noting that similar efforts should be made to include underserved urban communities in planning decisions. He emphasized that climate change disproportionately affects marginalized communities and called for a framework that prioritizes clean energy access.

Boone voiced skepticism about fast-tracking solar projects in agricultural zones. He recommended creating a dedicated workgroup to examine long-term impacts, including soil protection and decommissioning. Boone questioned deviations from the KRC model ordinance and advocated for a more cautious, deliberative approach.

Lynch supported the amended ZOTA, describing it as necessary groundwork for achieving the city's sustainability goals. She emphasized the need for unity across urban and rural communities and rejected the idea of dividing responsibility based on geography.

Morton stressed the importance of equal community engagement, particularly with historic African American neighborhoods. He supported a deeper investigation into how solar zoning would impact diverse communities and hoped for broader discussion with the full council.

Baxter backed the idea of forming a new working group to evaluate solar development in rural areas. She maintained skepticism about large-scale rural solar projects.

Ellinger motioned to approve as amended, Solar Energy Systems (ZOTA-24-00003), as recommended by the Planning Commission. Seconded by Reynolds. The motion passed 8 – 2 (Yes: Brown, Ellinger, LeGris, Curtis, Sheehan, Baxter, Sevigny, Reynolds; No: Wu, Lynch)

Wu motioned to amend and accept the redlined version presented by Councilmember Sevigny. Seconded by Lynch. The motion failed 4 – 6. (Yes: Wu, Lynch, Sheehan, Sevigny; No: Brown, Ellinger, LeGris, Curtis, Baxter, Reynolds)

Wu motioned to postpone the decision on the ZOTA to the December 2 General Government & Planning Committee meeting. Seconded by Baxter. The motion failed 4 – 6. (Yes: Wu, LeGris, Sheehan, Baxter; No: Brown, Ellinger, Lynch, Curtis, Sevigny, Reynolds)

Curtis motioned to amend and include Sec. 31-5. General Requirements Applicable to Integrated and Rooftop Solar Energy Systems from the amended version. Seconded by Reynolds. The motion passed unanimously.

Sevigny motioned to report Solar Energy Systems (ZOTA-24-00003) as amended to the full Council at the August 19 Work Session. Seconded by Ellinger. The motion passed unanimously.

A full July 1, 2025 Committee Summary will be reported to the Council at the Work Session on September 9, 2025.

ORDINANCE NO. _____ - 2025

AN ORDINANCE AMENDING THE LEXINGTON-FAYETTE COUNTY ZONING ORDINANCE BY CREATING ARTICLE 31: SOLAR ENERGY SYSTEMS, IN ORDER TO PROVIDE GUIDANCE IN FACILITATING THE SITING, DEVELOPMENT, CONSTRUCTION, INSTALLATION, AND DECOMMISSIONING OF SOLAR ENERGY SYSTEMS. (URBAN COUNTY COUNCIL).

WHEREAS, the Lexington Fayette Urban County Government's Zoning Ordinance does not include specific sections to govern the siting, development, construction, installation, and decommissioning of solar energy systems; and

WHEREAS, the Urban County Council has determined that it is important to provide clarity for the siting, development, construction, installation, and decommissioning of solar energy systems in Lexington-Fayette County.

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

Section 1 – That Article 31 of the Lexington-Fayette Urban County Government Zoning Ordinance be and hereby is created to read as follows:

ARTICLE 31: SOLAR ENERGY SYSTEMS**Sec. 31-1. Intent**

The intent of this Article is to facilitate the siting, development, construction, installation, and decommissioning of solar energy systems in a predictable manner that promotes and protects the safety, health, and welfare of the community. This Article encourages the appropriate siting of solar energy systems to bolster local economic development and job creation, diversify the state's energy portfolio, strengthen energy and grid security, and reduce other environmental impacts. The appropriate siting of solar energy systems considers, avoids to the extent possible, and mitigates any adverse impacts to wildlife, productive and nationally important agricultural lands, forests, endangered species habitat, and historic, natural, and other sensitive lands. The appropriate siting of solar energy systems also establishes standards and requirements to assure that the use and enjoyment of lands located adjacent to and in the proximity of solar energy systems are fully protected.

Sec. 31-2. Definitions

- a) *Solar Energy System (SES)* means a device, including its components and subsystems that collects solar energy for electricity generation, consumption, or transmission, or for thermal applications. SESs are categorized as three types depending on how the system is incorporated into the existing land use:

- 1) *Integrated Solar Energy System* means an SES where the solar materials are incorporated into the building materials, such that the building and solar system are reasonably indistinguishable, or where the solar materials are used in place of traditional building components, such that the SES is structurally an integral part of the house, building, or other structure. An Integrated SES may be incorporated into, among other things, a building façade, skylight, shingles, canopy, light, or parking meter.

- 2) *Rooftop Solar Energy System* means an SES that is structurally mounted to the roof of a house, building, or other structure and does not qualify as an Integrated SES.
- 3) *Ground Mounted Solar Energy System* means an SES that is structurally mounted to the ground and does not qualify as an Integrated SES. Ground Mounted SESs are subcategorized as follows:
 - (a) *Small Scale Ground Mounted Energy System (Small Scale SES)* which is a Ground Mounted SES with a footprint of less than two thousand five hundred (2,500) square feet.
 - (b) *Intermediate Scale Ground Mounted Energy System (Intermediate Scale SES)* which is a Ground Mounted SES with a footprint of between two thousand five hundred one (2,501) square feet and five (5) acres.
 - (c) *Large Scale Ground Mounted Solar Energy System (Large Scale SES)* means a Ground Mounted SES with a footprint of more than five (5) acres.
- b) *Exempt Solar Energy System (Exempt SES)* means a SES that is a facility of a municipally owned electric system or public utility regulated by the Kentucky Public Service Commission or Federal Energy Regulatory Commission, which is exempt from planning and zoning requirements under KRS 100 and otherwise in conformance with then-existing law or regulation.
- c) *Footprint* of the SES is calculated by drawing a perimeter around the outermost SES panels and any equipment necessary for the equipment to function, such as transformers and inverters. The footprint does not include perimeter fencing or visual buffers, nor transmission lines or portions thereof that are required to connect the SES to a utility or customer outside the SES perimeter.
- d) *Siting Board Regulated SES* means a SES that constitutes a “merchant electric siting facility” under KRS 278, the construction and siting of which is subject to review and approval of the Kentucky State Board on Electric Generation and Transmission Siting. A merchant electric siting facility is an electricity generating facility or facilities that, together with all associated structures and facilities are capable of operating at an aggregate capacity of ten megawatts (10 MW) or more and sell the electricity produced in the wholesale market, at rates and charges not regulated by the Kentucky Public Service Commission.

Sec. 31-3. Applicability

- a) This Article applies to the siting, construction, installation, and decommissioning of any new SES within the jurisdiction of the Lexington-Fayette Urban County Government after the effective date.
- b) An SES in operation, or which has begun physical construction prior to adoption of this Article, shall be considered to have legal nonconforming status in accordance with KRS 100 and Article Four.
- c) Any Exempt SES shall provide the Lexington-Fayette Urban County Planning Commission ("Planning Commission"), Lexington-Fayette Urban County Board of Adjustment ("Board of Adjustment"), or other Lexington-Fayette Urban County authority having jurisdiction, with information concerning service facilities which have been located on and relocated on private property in accordance with KRS 100.

Sec. 31-4. Permitted Uses, Accessory Uses, and Conditional Uses

P: Principal Use. The SES is a use that is permitted as a principal use in a specified zone, subject to the requirements contained herein.

CUP: Conditional Use Permit required. The SES is permitted as a conditional use in a specified zone subject to the review of the Board of Adjustment and the requirements contained herein.

A: Accessory Use. Ground mounted SES may only qualify as accessory if the total area of the system is less than fifty (50) percent of the floor area of the principal structures on the lot.

X: Prohibited

Zones	R-1A, R-1B, R-1C, R-1D, R-1E, R-1T, R-2, R-3, R-3, R-4, R-5, EAR-1, EAR-2, EAR-3, M-1P	B-1, B-2, B-2A, B-2B, B-3, B-5P, B-6P, , P-1, P-2, CC	B-4, I-1, I-2, ED	A-R, A-B, A-N, A-U
Integrated SES	A	A	A	A
Rooftop	A	A	A	A
Ground Mounted SES				
Small Scale	A	A	P	X
Intermediate Scale	X	A	P	X
Large Scale	X	X	CUP	X

Sec. 31-5. General Requirements Applicable to Integrated and Rooftop Solar Energy Systems

- a) *Height Restrictions.* A rooftop SES shall be subject to the following regulations:
 - 1) No solar energy system shall be mounted or affixed to any freestanding wall or fence.
 - 2) A rooftop solar energy system shall not extend beyond the edge of a roof
 - 3) Solar panels installed on a building with a sloped roof shall not project vertically more than four (4) feet above the roof surface, ridge line, or highest point of the roof.
 - 4) Solar panels installed on a building with a flat roof shall not extend more than ten (10) feet above the highest point of the roofline.
- b) *Lighting.* Integrated and Rooftop SESs shall not be illuminated.

Sec. 31-6. General Requirements Applicable to Ground Mounted SESs

- a) *Lot Coverage.* Solar Energy Systems shall not be included within calculations of minimum lot coverage, or floor area ratio. Solar energy systems utilizing vegetative ground cover shall not be included in calculations of maximum lot coverage.
- b) *Height Requirements for Ground Mounted SES.* A Ground Mounted SES shall not exceed twenty (20) feet in height as measured from the highest natural grade below each solar panel. The height restriction excludes utility poles, storage batteries, substation structures, and antennas constructed for the project.

c) *Siting Restrictions for Ground Mounted SES.*

- 1) An Intermediate or Large Scale Ground Mounted SES, measured from the closer of the outer edge of the nearest panel or perimeter fencing, shall be located at least fifty (50) feet from the property line of any property located within an agricultural or residential zone, at least thirty (30) feet from the property line of any property zoned for commercial, business, industrial, office, or mixed use, and at least fifty (50) feet from the centerline of any public road.
- 2) An Intermediate or Large Scale Ground Mounted SES, measured from the closer of the outer edge of the nearest panel or perimeter fencing, shall be located no closer than one hundred (100) feet from a residence located on a property other than that on which the Ground Mounted SES is to be installed.
- 3) These setback provisions above can be waived in writing by the adjacent property owner to whom the property line or residence setback is applicable.

d) *Screening.* Ground Mounted SESs approved as a conditional use shall be screened as per Article 18-3(a)(1)(6). The Board of Adjustment may modify the required screening as needed in order to ensure a reasonable visual buffer is provided.

e) *Signage.* A Ground Mounted SES may include such signage as is required by law.

f) *Decommissioning.* Whenever an application for an intermediate or large scale ground mounted SES is submitted for review, such application shall include a decommissioning plan that shall describe how the use will be decommissioned and dismantled following the discontinuance of the use. A SES shall be considered discontinued after one year of no energy production. Such a plan shall be reviewed and updated every five (5) years and contain the following:

- 1) The anticipated life of the project and defined conditions upon which decommissioning will be initiated;
- 2) The estimated decommissioning cost, including removal of the SES and related foundations, pads, underground collector lines and roads, and the salvage value of any equipment in current dollars and the calculations supporting the decommissioning estimate. The estimated salvage value of the material using current, publicly available material indices and/or firm quotes from a decommissioning or recycling company experienced in the decommissioning of SES, shall be provided. The Board of Adjustment or other authority having jurisdiction shall consider the salvage value identified in computing the amount, if any, of financial assurance required under subsection 5 below.
- 3) The manner in which the project will be decommissioned, including provision and a timetable for the removal of all structures, equipment, and foundations up to a depth of 36 inches, and for the revegetation and restoration of the property to its original condition;
- 4) The party responsible for decommissioning;
- 5) A performance bond, letter of credit, or other financial assurance sufficient to cover the net costs identified in subsection F.2 and to assure that decommissioning of the site can be achieved by a third party in the event that a permittee defaults in that obligation, which financial assurance shall be provided prior to commencement of construction. The amount of the proposed bond or similar security shall be determined by an independent, licensed engineer. The proposed amount of the bond or similar security shall be the net present value of the total estimated cost of completing the decommissioning plan, less the current net salvage value of the SES's components.

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

PASSED URBAN COUNTY COUNCIL:

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL
PUBLISHED:

AN ORDINANCE AMENDING THE LEXINGTON-FAYETTE COUNTY ZONING ORDINANCE BY CREATING ARTICLE 31: SOLAR ENERGY SYSTEMS, IN ORDER TO PROVIDE GUIDANCE IN FACILITATING THE SITING, DEVELOPMENT, CONSTRUCTION, INSTALLATION, AND DECOMMISSIONING OF SOLAR ENERGY SYSTEMS. (URBAN COUNTY COUNCIL).

WHEREAS, the Lexington Fayette Urban County Government's Zoning Ordinance does not include specific sections to govern the siting, development, construction, installation, and decommissioning of solar energy systems; and

WHEREAS, the Urban County Council has determined that it is important to provide clarity for the siting, development, construction, installation, and decommissioning of solar energy systems in Lexington-Fayette County.

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

Section 1 – That Article 31 of the Lexington-Fayette Urban County Government Zoning Ordinance be and hereby is created to read as follows:

ARTICLE 31: SOLAR ENERGY SYSTEMS

Sec. 31-1. Intent

The intent of this Article is to facilitate the siting, development, construction, installation, and decommissioning of solar energy systems in a predictable manner that promotes and protects the safety, health, and welfare of the community. This Article encourages the appropriate siting of solar energy systems to bolster local economic development and job creation, diversify the state's energy portfolio, strengthen energy and grid security, and reduce other environmental impacts. The appropriate siting of solar energy systems considers, avoids to the extent possible, and mitigates any adverse impacts to wildlife, productive and nationally important agricultural lands, forests, endangered species habitat, and historic, natural, and other sensitive lands. The appropriate siting of solar energy systems also establishes standards and requirements to assure that the use and enjoyment of lands located adjacent to and in the proximity of solar energy systems are fully protected.

Sec. 31-2. Definitions

- a) *Solar Energy System (SES)* means a device, including its components and subsystems that collects solar energy for electricity generation, consumption, or transmission, or for thermal applications. SESs are categorized as three types depending on how the system is incorporated into the existing land use:
 - 1) *Integrated Solar Energy System* means an SES where the solar materials are incorporated into the building materials, such that the building and solar system are reasonably indistinguishable, or where the solar materials are used in place of traditional building components, such that the SES is structurally an integral part of the house, building, or other structure. An Integrated SES may be incorporated into, among other things, a building façade, skylight, shingles, canopy, light, or parking meter.

- 2) *Rooftop Solar Energy System* means an SES that is structurally mounted to the roof of a house, building, or other structure and does not qualify as an Integrated SES.
- 3) *Ground Mounted Solar Energy System* means an SES that is structurally mounted to the ground and does not qualify as an Integrated SES. Ground Mounted SESs are subcategorized as follows:
 - (a) *Small Scale Ground Mounted Energy System (Small Scale SES)* which is a Ground Mounted SES with a footprint of less than two thousand five hundred (2,500) square feet.
 - (b) *Intermediate Scale Ground Mounted Energy System (Intermediate Scale SES)* which is a Ground Mounted SES with a footprint of between two thousand five hundred one (2,501) square feet and five (5) acres.
 - (c) *Large Scale Ground Mounted Solar Energy System (Large Scale SES)* means a Ground Mounted SES with a footprint of more than five (5) acres.
- b) *Exempt Solar Energy System (Exempt SES)* means a SES that is a facility of a municipally owned electric system or public utility regulated by the Kentucky Public Service Commission or Federal Energy Regulatory Commission, which is exempt from planning and zoning requirements under KRS 100 and otherwise in conformance with then-existing law or regulation.
- c) *Footprint* of the SES is calculated by drawing a perimeter around the outermost SES panels and any equipment necessary for the equipment to function, such as transformers and inverters. The footprint does not include perimeter fencing or visual buffers, nor transmission lines or portions thereof that are required to connect the SES to a utility or customer outside the SES perimeter.
- d) *Siting Board Regulated SES* means a SES that constitutes a “merchant electric siting facility” under KRS 278, the construction and siting of which is subject to review and approval of the Kentucky State Board on Electric Generation and Transmission Siting. A merchant electric siting facility is an electricity generating facility or facilities that, together with all associated structures and facilities are capable of operating at an aggregate capacity of ten megawatts (10 MW) or more and sell the electricity produced in the wholesale market, at rates and charges not regulated by the Kentucky Public Service Commission.

Sec. 31-3. Applicability

- a) This Article applies to the siting, construction, installation, and decommissioning of any new SES within the jurisdiction of the Lexington-Fayette Urban County Government after the effective date.
- b) An SES in operation, or which has begun physical construction prior to adoption of this Article, shall be considered to have legal nonconforming status in accordance with KRS 100 and Article Four.
- c) Any Exempt SES shall provide the Lexington-Fayette Urban County Planning Commission ("Planning Commission"), Lexington-Fayette Urban County Board of Adjustment ("Board of Adjustment"), or other Lexington-Fayette Urban County authority having jurisdiction, with information concerning service facilities which have been located on and relocated on private property in accordance with KRS 100.

Sec. 31-4. Permitted Uses, Accessory Uses, and Conditional Uses

P: Principal Use. The SES is a use that is permitted as a principal use in a specified zone, subject to the requirements contained herein.

CUP: Conditional Use Permit required. The SES is permitted as a conditional use in a specified zone subject to the review of the Board of Adjustment and the requirements contained herein.

A: Accessory Use. Within the urban zones, Ground Mounted SES may only qualify as accessory if the total area of the system is less than fifty (50) percent of the floor area of the principal structures on the lot. Within the agricultural zones, accessory Ground Mounted SES shall only be allowed if the total area of the system is less than fifty (50%) percent of the area of the property.

X: Prohibited

Zones	R-1A, R-1B, R-1C, R-1D, R-1E, R-1T, R-2, R-3, R-3, R-4, R-5, EAR-1, EAR-2, EAR-3, M-1P	B-1, B-2, B-2A, B-2B, B-3, B-5P, B-6P, , P-1, P-2, CC	B-4, I-1, I-2, ED	A-R, A-B, A-N, A-U
Integrated SES	A	A	A	A
Rooftop	A	A	A	A
Ground Mounted SES				
Small Scale	CUP	A	P	A
Intermediate Scale	X	A	P	CUP
Large Scale	X	X	CUP	X

Sec. 31-5. General Requirements Applicable to Integrated and Rooftop Solar Energy Systems

- a) *Height Restrictions.* A rooftop SES shall be subject to the following regulations:
 - 1) No solar energy system shall be mounted or affixed to any freestanding wall or fence.
 - 2) A rooftop solar energy system shall not extend beyond the edge of a roof
 - 3) Solar panels installed on a building with a sloped roof shall not project vertically more than four (4) feet above the roof surface, ridge line, or highest point of the roof.
 - 4) Solar panels installed on a building with a flat roof shall not extend more than ten (10) feet above the highest point of the roofline.
- b) *Lighting.* Integrated and Rooftop SESs shall not be illuminated.

Sec. 31-6. General Requirements Applicable to Ground Mounted SESs

- a) *Lot Coverage.* Solar Energy Systems shall not be included within calculations of minimum lot coverage, or floor area ratio. Solar energy systems utilizing vegetative ground cover shall not be included in calculations of maximum lot coverage.
- b) *Height Requirements for Ground Mounted SES.* A Ground Mounted SES shall not exceed twenty (20) feet in height as measured from the highest natural grade below each solar panel. The height restriction excludes utility poles, storage

batteries, substation structures, and antennas constructed for the project.

c) *Siting Restrictions for Ground Mounted SES.*

- 1) An Intermediate or Large Scale Ground Mounted SES, measured from the closer of the outer edge of the nearest panel or perimeter fencing, shall be located at least fifty (50) feet from the property line of any property located within an agricultural or residential zone, at least thirty (30) feet from the property line of any property zoned for commercial, business, industrial, office, or mixed use, and at least fifty (50) feet from the centerline of any public road.
 - 2) An Intermediate or Large Scale Ground Mounted SES, measured from the closer of the outer edge of the nearest panel or perimeter fencing, shall be located no closer than one hundred (100) feet from a residence located on a property other than that on which the Ground Mounted SES is to be installed.
 - 3) These setback provisions above can be waived in writing by the adjacent property owner to whom the property line or residence setback is applicable.
- d) *Screening.* Ground Mounted SESs approved as a conditional use shall be screened as per Article 18-3(a)(1)(6). The Board of Adjustment may modify the required screening as needed in order to ensure a reasonable visual buffer is provided.
- e) *Signage.* A Ground Mounted SES may include such signage as is required by law.
- f) *Ground Cover within the Agricultural Zones:* Ground Mounted Solar Energy Systems within the Agricultural Zones shall utilize vegetative ground cover underneath the panels, and the project area must contain a minimum of eighty-five percent (85%) vegetative coverage.
- g) No more than one percent (1%) of the land in Fayette County can be used for Large Scale Ground Mounted Solar Energy Systems, in the Agricultural zones.
- h) For any Large Scale SES located in an A-R or A-U zone, there shall be a vegetative cover requirement, and applicant shall provide to the Directors of the Division of Planning, Building Inspection, and Environmental Services, and the Directors' authorized agents of the Lexington-Fayette Urban County Government, a Land Management Plan which shall be reviewed and updated, if appropriate, every five (5) years at the same time as the review of the Decommissioning Plan.

A Land Management Plan shall include: baseline soil conditions, periodic evaluation of soil conditions, pasture and other ground cover composition, fertilization, pest control, livestock utilization, soil compaction, minimization for staging areas, the decompaction and restoration of all temporary roads and installation staging areas, fencing, and access control.

The Land Management Plan shall also include a description of the measures that will be taken to minimize erosion and sedimentation, and to promptly stabilize and revegetate any disturbed areas with native vegetation.

- i) *Decommissioning.* Whenever an application for an intermediate or large scale ground mounted SES is submitted for review, such application shall include a decommissioning plan that shall describe how the use will be decommissioned and dismantled following the discontinuance of the use. A SES shall be considered discontinued after one year of no energy production. Such a plan shall be reviewed and updated every five (5) years and contain the following:

- 1) The anticipated life of the project and defined conditions upon which decommissioning will be initiated;
- 2) The estimated decommissioning cost, including removal of the SES and related foundations, pads, underground collector lines, and roads, and the salvage value of any equipment in current dollars, and the calculations supporting the decommissioning estimate. The estimated salvage value of the material using current, publicly available material indices and/or firm quotes from a decommissioning or recycling company experienced in the decommissioning of SES, shall be provided. The Board of Adjustment or other authority having jurisdiction shall consider the salvage value identified in computing the amount, if any, of financial assurance required under subsection 5 below.
- 3) The manner in which the project will be decommissioned, including provision and a timetable for the removal of all structures, equipment, and foundations up to a depth of 36 inches, and for the revegetation and restoration of the property to its original condition;
- 4) The party responsible for decommissioning;
- 5) A performance bond, letter of credit, or other financial assurance sufficient to cover the net costs identified in subsection F.2 and to assure that decommissioning of the site can be achieved by a third party in the event that a permittee defaults in that obligation, which financial assurance shall be provided prior to commencement of construction. The amount of the proposed bond or similar security shall be determined by an independent, licensed engineer. The proposed amount of the bond or similar security shall be the net present value of the total estimated cost of completing the decommissioning plan, less the current net salvage value of the SES's components.

Sec. 31-7. Conditional Use Permit Application Requirements

- (a) *Applications for an SES requiring a conditional use permit shall include the following information:*
- 1) Name, address, telephone number, and email address (if available) of the applicant, the project owner, and the project operator.
 - 2) The address of the property on which the SES will be located and the property owner's name, address, telephone number, and email address if available.
 - 3) Documentation, such as a deed, lease, or other agreement with the landowner, demonstrating the applicant's right to use and control the property.
 - 4) A topographic map that depicts vegetative cover, watersheds, floodplains, and other geographic information about the property and surrounding area.
 - 5) A conceptual description of the project, including the maximum number of modules, mounting type (fixed-tilt or tracking), system height, system capacity, installation method, total land area covered by the system, and information about all associated structures or facilities such as transformers, substations, feeder lines, and battery storage.
 - 6) A conceptual site plan including property lines, zoning classification of the property and all adjacent properties, existing buildings and proposed structures, the proposed location of the solar equipment, transmission lines, any associated structures and facilities, and substations. The conceptual site plan shall also identify proposed roads, drives, and parking, fencing, or other methods to ensure public safety
 - 7) A screening plan demonstrating how the use is proposed to be visually buffered. The plan shall include renderings of the proposal from all adjoining rights-of-way, as well as any adjoining residential uses. Additional buffering may be required by the Board of Adjustment to ensure

the development does not negatively impact adjoining uses.

- 8) A map from the Natural Resources Conservation Service identifying prime farmland and farmland of statewide importance (if in a district zoned as agricultural), documentation from the U.S. Fish and Wildlife Service regarding the presence of any identified critical habitat for rare or endangered federal or state species. The application shall also contain a Federal Emergency Management Agency map delineating floodplains, shall include evidence of any water quality or stormwater permit needed for the project,¹ and shall contain a letter from the State Historic Preservation Office regarding known archaeological or cultural resources listed or eligible for listing on the National Register
- 9) Proof of adequate casualty and liability insurance covering installation and operation of the SES;
- 10) For Conditional Use Permits for SES within an Agricultural zone, the Board shall consider the impact of the proposal on the existing soils and topography as well as the compatibility of the proposed SES with agricultural use of the land. Developments should work with the existing topography, with grading, compaction, and tree removal minimized to the extent possible. When grading is approved, topsoil shall be retained on-site and re-established as a part of the decommissioning plan.
- 11) Where the applicant for a Conditional Use Permit is also seeking a construction certification pursuant to KRS 278.700 – 278.716, the applicant may submit a copy of a complete state siting board application and site assessment report meeting the requirements of KRS 278.706 and 278.7008 in lieu of the above requirements of Section 7(a)1-7.
- 12) For Conditional Use Permits for large-scale SES, the Board of Adjustment shall acknowledge the impact of the proposal and the benefits it may have on the community, including any Community Benefit Plan (CBP) in place.
 - i. The applicant may enter into a Community Benefits Plan with the city or one or more community-based organizations within Lexington-Fayette Urban County.
 - ii. The amount suggested for the CBP is \$750/megawatt sold, annually, for 15 years.
 - iii. The Community Benefits Plan shall prioritize alleviating energy costs to low-income households.

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

PASSED URBAN COUNTY COUNCIL:

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL
PUBLISHED:

0778-25:TWJ:4919-2555-7340, v. 1



Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0927-23

File ID: 0927-23

Type: Agenda Item

Status: Agenda Ready

Version: 1

Contract #:

In Control: Urban County
Council Work
Session

File Created: 09/07/2023

File Name: Page Break

Final Action:

Title:

Notes:

Sponsors:

Enactment Date:

Deed #:

Hearing Date:

Drafter:

Effective Date:

History of Legislative File

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



Lexington-Fayette Urban County Government Master

200 E. Main St
Lexington, KY 40507

File Number: 0722-25

File ID: 0722-25

Type: Resolution

Status: Approved

Version: 1

Contract #: 236-2025

In Control: Urban County
Council

File Created: 08/01/2025

File Name: 2025 Parks and Recreation Residential Leases

Final Action: 08/28/2025

Title: A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute Lease Agreements with the following individuals for the listed properties in consideration of the sums stated in monthly rent: Ada Williamson for 4051 Richmond Rd., \$203.50; Teresa Jill Farmer for 3401 Shamrock Ln., \$770.00; Victoria Hamm for 3561 Shamrock Ln., \$605.00. [Div. of Parks and Recreation, Conrad]

Notes: RIO 8/6/2025. MS

SAF in the CCO. Returned to Roger Daman via IOM 9/2/2025. MS

Sponsors:

Enactment Date: 08/28/2025

Attachments: 2025 Residential Lease Blue Sheet 2026 FY Memo SIGNED (UPDATED), 2025 Residential Lease - 4051 Richmond Road, 2025 Residential Lease - 3401 Shamrock Lane, 2025 Residential Lease - 3561 Shamrock Lane, RESO 0722-25 4901-0736-3682 v.1.docx, R-398-2025, Contract #236-2025, Contract #236-2025 (2), Contract #236-2025 (3)

Enactment Number: R-398-2025

Deed #:

Hearing Date:

Drafter: Abby Kerins

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	08/19/2025	Approved and Referred to Docket	Urban County Council	08/28/2025		Pass
1	Urban County Council	08/28/2025	Received First Reading	Urban County Council	08/28/2025		
1	Urban County Council	08/28/2025	Suspended Rules for Second Reading				Pass
1	Urban County Council	08/28/2025	Approved				Pass

Text of Legislative File 0722-25

Title

A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute Lease Agreements with the following individuals for the listed properties in consideration of the sums stated in monthly rent: Ada Williamson for 4051 Richmond Rd., \$203.50; Teresa Jill Farmer for 3401 Shamrock Ln., \$770.00; Victoria Hamm for 3561 Shamrock Ln., \$605.00. [Div. of Parks and Recreation, Conrad]

Summary

Authorization to execute lease Agreements between Lexington Fayette Urban County Government and tenants for the following houses: 4051 Richmond Road location rented for \$203.50 (Ada Williamson), 3401 Shamrock Lane rented at \$770.00 a month (Teresa Jill Farmer) and 3561 Shamrock Lane rented at \$605.00 a month (Victoria Hamm). The terms of the leases are August 1, 2025, through June 30, 2026. (L0722-25)(Conrad/Ford)

Budgetary Implications [select]: Yes

Advance Document Review:

Law: Yes, Completed by William Razor, 8/6/2025

Risk Management: No

Fully Budgeted [select]: Yes, Completed by

Account Number: Revenue - 1101-707606-7672-42181

This Fiscal Year Impact: \$

Annual Impact: \$18,942.00 in annual revenue

Project:

Activity:

Budget Reference:

Current Balance: Budgeted



TO: Mayor Linda Gorton
Honorable Members, Urban County Council

FROM: 
Monica Conrad, Director, Parks and Recreation

DATE: July 31, 2025

SUBJECT: Lease Agreements

Request:

Request Council Authorization for the Mayor to execute Residential Lease Agreements with Ada Williamson, Victoria Hamm, and Teresa Jill Farmer.

Purpose:

Residential Lease Agreements will provide funding to support Parks and Recreation. The agreements between Lexington Fayette Urban County Government and tenants are reviewed annually with the goal of achieving fair market value. Properties within agreements are as follows: 4051 Richmond Road rented for \$203.50 per month, 3401 Shamrock Lane rented for \$770.00 per month, and 3561 Shamrock Lane rented for \$605.00 per month.

Budgetary Implication: ,

The cost for Fiscal Year 2026 is \$0. The revenue for Fiscal Year 2026 is \$18,942.00.

Are the funds budgeted?

Yes, revenue - 1101-707606-7672-42181

File Number: 0722-25

Director/Commissioner: Monica Conrad/Chris Ford



RESIDENTIAL LEASE AGREEMENT

This Residential Lease Agreement (the "Lease Agreement"), made and entered into this 1st day of August, 2025, by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the Commonwealth of Kentucky, 200 East Main Street, Lexington, Kentucky 40507 ("Lessor") and **ADA WILLIAMSON of 4051 Richmond Road** ("Lessee").

RECITALS

WHEREAS, Section 21-32(c) of the Code of Ordinances of the Lexington-Fayette Urban County Government provides that houses, apartments and other living quarters managed by the Division of Parks and Recreation may be rented to individuals in accordance with written criteria approved by the commissioner of the Department of General Services with rental arrangements subject to the review and approval of the Chief Administrative Officer; and

WHEREAS, one of the houses to be rented is located at **4051 Richmond Road**; and

WHEREAS, Lessee is eligible to lease said rental property; and

WHEREAS, the Lessor and the Lessee wish to enter into this Lease Agreement defining their rights and responsibilities relating to the use and occupancy of said rental property, which is conditional upon Lessee's employment with the Division of Parks and Recreation in and about the rental property.

NOW THEREFORE, in consideration of the mutual agreements and covenants set forth below, the payment of rent in the amount specified below, and the further consideration hereinafter provided, the parties hereto agree as follows:

1. **Premises:** The Lessor does hereby let, lease and demise unto Lessee, and Lessee does hereby lease from Lessor, the house at **4051 Richmond Road**, including the land immediately surrounding the house, as living quarters (the "Premises").

2. **Term:** The term of the Lease Agreement will begin on **August 1, 2025**, and end on **June 30, 2026** (the "Term"). This Lease Agreement shall not automatically renew or convert to a month-to-month tenancy. Either party may terminate this Lease Agreement upon thirty (30) days prior written notice to the other party. Upon expiration or termination of this Lease Agreement, Lessee shall surrender possession as set out in paragraph 17 herein.

3. **Monthly Rent:** In accordance with the "Rent Schedule" set forth in Addendum A, which is attached hereto and incorporated by reference herein, Lessee shall pay **\$203.50** per month (the "Monthly Rent"), payable on or before the first day of each month (the "Due Date") during the Term of this Lease Agreement. Lessee shall pay

the Monthly Rent to the Division of Parks and Recreation at 469 Parkway Drive, Rental Office, Lexington, Kentucky 40504 on or before the 1st day of each month commencing **August 1, 2025**. Lessor shall consider the Monthly Rent received by mail after the due date as timely paid as long as it is post-marked by the Due Date.

4. Possession: Lessor shall be ready to deliver possession of the Premises to Lessee on the first day of the Term. If Lessor is unable to deliver possession due to circumstances beyond its control, Lessor shall have ten (10) days to remedy the situation and put Lessee into possession. If Lessor fails to do so, Lessee may immediately terminate this Lease Agreement.

5. Use of Premises: Lessee shall have the right to occupy and possess the Premises during this Term, or until the Lease Agreement is terminated as set out herein. Lessee shall use the Premises solely as a personal residence and for no other purpose, and shall be the only occupant unless there is written approval for each additional occupant from Lessor. Lessee shall not use the Premises or permit any guests or invitees to use the Premises for any unlawful activities or to unreasonably interfere with the use and/or peaceful enjoyment of the land surrounding the Premises.

In the event Lessee will be absent from the Premises for more than seven (7) days, Lessee shall notify Lessor. During such absence, Lessor may enter the Premises to inspect, maintain, or repair the property, or in case of emergency or as provided by law.

6. Utilities: Lessor is responsible for all utility bills, fees, and penalties incurred by the Premises during the Term. Lessee shall place all utility accounts in its name no later than the first day of the Term and shall maintain all utility accounts in its name through the final day of the Term, or until the Lease Agreement is terminated as set out herein. Lessee shall not install any equipment which will exceed or overload the capacity of any utility service provided to the Premises. If Lessee wishes to install any equipment that would cause the Premises to require additional utility capacity, it may do so at its own expense with written permission from Lessor.

7. Maintenance and Condition of Premises: Lessee has inspected the Premises and all improvements, facilities and equipment thereon or has had an opportunity to do so and agrees to accept the same, as is, without any agreements, representations, understandings or obligations on the part of the Lessor to perform any alterations, repairs, or improvements except as set out elsewhere in this Lease Agreement. Prior to occupancy, Lessee and Lessor shall sign a listing of the extent of then-existing damage that shall not be attributed to Lessee pursuant to paragraph 8 herein.

Lessee shall keep the Premises in a neat and clean condition, inside and out, ordinary wear and tear excepted, free from any accumulation of trash, garbage, waste, or debris. Lessee shall dispose of any accumulation of same in the manner required by the Code of Ordinances of Lexington-Fayette Urban County Government or other law. Lessee shall use no portion of the exterior areas for storage.

Lessee shall not alter or permit any alteration of the Premises, including but not limited to paint, wallpaper, structural alterations or removals, and additions of fixtures (including satellite dish receivers or window air conditioners), without the prior written permission of the Division Director. This clause pertains to any alterations made inside and outside the Premises, including changes to the surrounding land.

Lessee is responsible for grass and weed mowing and trimming, leaf removal, sidewalk shoveling, and related activities necessary to the reasonable upkeep of the Premises in compliance with all laws, ordinances, and regulations applicable to them.

Lessee may have guests; however, noise levels shall not violate Sections 14-70 through 14-80 of the Code of Ordinances, Lexington-Fayette Urban County Government.

Pets shall be permitted at the discretion of the Division Director.

Lessee is required to have the heat set at a minimum of 60 degrees at all times during the winter months, including travel or absence. This is to prevent pipes from freezing and breaking.

8. Repairs: Lessor, through the Division of Parks and Recreation, shall maintain the Premises in a fit and habitable condition, including without limitation: the roof, the foundation, and all electrical, plumbing, heating, ventilating, and air conditioning systems. All minor day-to-day maintenance shall be the responsibility of the Lessee. Lessee shall promptly notify Lessor in the event that any repairs or replacements are required on the Premises for which Lessor may be responsible under the terms of this Lease Agreement. Lessor shall repair or replace same in a timely manner as it deems necessary. Lessee shall indemnify Lessor and pay for any repairs, maintenance, or replacement to the Premises required in whole or in part as a result of Lessee's use of the Premises, ordinary wear and tear excepted. Lessee and Lessor each agree to repair the Premises in compliance with all laws, ordinances, and regulations applicable to them.

Lessor shall not be liable for any damage caused by Lessee's failure to keep the Premises in good condition and repair and for damage caused by Lessee's failure to promptly notify Lessor of necessary repairs and replacements as required herein. Lessee shall be liable for all damage caused or occasioned by the action or inaction of the Lessee, and for all damage arising from the action or inaction of the Lessee's guests and invitees.

Lessee may repair or replace items on the Premises that would normally be the responsibility of Lessor to repair or replace if prior written approval is obtained from the Director of the Division of Parks and Recreation.

9. Right of Access: Lessor and its authorized agents shall have the right at all reasonable times, upon two (2) days' notice to Lessee, to enter into and upon the Premises for the purpose of inspecting, maintaining, and repairing the Premises.

Provided, however, that nothing herein shall prevent Lessor and its agents from entering the property at any time, with or without notice, in case of emergency, and as provided by law.

10. Assignment and Subletting: Lessee shall not assign, mortgage, pledge, hypothecate, encumber, or permit any lien to attach to the Premises or otherwise transfer this Lease Agreement or any interest hereunder, by operation of law or otherwise. Lessee shall not sublet the Premises or any part thereof or permit the use of the Premises by any person(s) other than Lessee.

11. Destruction of Premises: Should the Premises be destroyed or damaged by fire, tornado, or other casualty, Lessor may immediately cancel this Lease Agreement or make repairs and restoration, in its discretion.

12. Eminent Domain: In the event the Premises or any portion thereof shall at any time after the execution of this Lease Agreement be taken for public or quasi-public use or condemned under eminent domain, Lessee shall not be entitled to claim or have paid any compensation or damages whatsoever or on account of any loss, entry, damage, or taking of any right, interest, or estate of the Lessee, and Lessee hereby relinquishes to Lessor any rights to any such damages. Lessor shall be entitled to all compensation and damages due on account of and arising out of such taking or condemnation without deduction from the amount thereof for or on account of any right, title, interest, or estate of Lessee in or to said Premises. Should all of the Premises be taken by eminent domain, then this Lease Agreement shall be deemed terminated and Lessee shall be entitled to no damages or any consideration by reason of such taking.

13. Personal Property: All personal property that may be upon said Premises during the Term of this Lease Agreement shall be kept at the sole risk and responsibility of Lessee. It is recommended that Lessee maintain a policy of insurance to cover loss or damage to personal property during the entire period of occupancy. Any coverage shall fully waive rights of subrogation against Lessor.

14. Insurance: Lessee shall indemnify, save, and hold harmless Lessor from and against all claims and losses that occur on the Premises. Lessee further agrees to carry and pay for Renter's Liability Insurance in the amount of \$500,000.00, Combined Single Limits, including fire legal liability, with an insurance company authorized to do business in the Commonwealth of Kentucky, 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. The policy shall name the Lexington-Fayette Urban County Government as additional insured and shall be primary to any applicable insurance of Lessor. The insurance coverage shall fully waive rights of subrogation against Lessor. The certificate of insurance shall be provided to the Department of Human Resources – Risk Management, Safety and Loss Control of the Lexington-Fayette Urban County Government at 200 East Main Street, 10th Floor, Lexington, Kentucky 40507.

15. Default: In the event Lessee shall fail to comply with any provisions of this Lease Agreement, Lessor may terminate the lease pursuant to paragraph 16 herein and/or commence eviction proceeding in accordance with the laws of Kentucky. Lessor need not give Lessee any right to cure the default prior to such termination. Lessee shall surrender possession as set out in paragraph 17 herein.

16. Termination: The Lessor, through the Director of the Division of Parks and Recreation, may terminate the lease and any right of possession, for any reason or no reason, upon thirty (30) days written notice. Lessor, through the Director of the Division of Parks and Recreation, may immediately terminate the lease, and any right of possession, upon forty-eight (48) hours written notice if it determines that Lessee has conducted or is conducting any illegal activity on or about the Premises, or that Lessee has inflicted or is inflicting intentional damage on the Premises.

17. Return of Possession: At the expiration or sooner termination of this Lease Agreement or Lessee's right of possession, Lessee shall surrender possession of the Premises in the same condition as when received, ordinary wear and tear excepted, and shall peaceably surrender all keys to Lessor, advise Lessor as to the combination of any locks remaining in the Premises, and remove all personal property from the Premises. If Lessee fails to remove any items from the Premises as required hereunder, such items shall become the property of Lessor as if conveyed by bill of sale without payment by Lessor or, should Lessor decide to reject ownership of such items, may be removed from the Premises at Lessee's expense, payable upon demand, and be stored or disposed of in Lessor's absolute discretion. Lessor shall have no duty to preserve, protect, guard, or keep such personal property.

Upon Lessee's failure to vacate the Premises, Lessor may take all steps necessary to remove Lessee and his property as provided by law, and Lessee shall acquire no additional rights nor extension of the Term by reason of such holding over. In addition to all remedies provided by law, Lessee shall pay a pro-rata sum as Monthly Rent and other actual damages suffered by Lessor.

Upon ten (10) days absence by Lessee with Monthly Rent unpaid or the removal of a substantial portion of Lessee's personal property without explanation or notice to Lessor shall be deemed an abandonment of the Premises by Lessee. In such event, Lessor may re-enter the Premises immediately, take all action necessary to remove remaining personal property and belongings of Lessee, and re-let the Premises, without notice and without responsibility for damages resulting therefrom.

18. Entire Agreement; Amendments: This Lease Agreement contains the entire agreement and understanding between the parties regarding the Premises and is subject to no agreements, conditions, or representations that are not set forth herein. No amendments to this Lease Agreement shall be binding upon either party hereto until such amendment is reduced to writing and executed by both parties.

19. Severability: If any clause, provision, or section of this Lease Agreement is ruled invalid or unenforceable by any court of competent jurisdiction, the invalidity or unenforceability of such clause, provision, or section shall not affect any of the remaining clauses, provisions, or sections hereof.

20. Notices: The agent of Lessor, for purposes of this Lease Agreement, shall be the Director of the Division of Parks and Recreation, whose offices are located at 469 Parkway Drive, Lexington, Kentucky 40504. All notices or consent required to be given by or on behalf of either party shall be in writing and shall be sufficiently given, and shall be deemed given when delivered or mailed by certified mail, postage prepaid, return receipt requested, to Lessor at the address set out in this paragraph and to Lessee at the address first set out herein.

21. Waiver: No waiver of any condition or legal right or remedy shall be implied by failure of Lessor to declare a default and no waiver shall be valid unless it be in writing and signed by the party so waiving.

22. Jurisdiction and Venue: This Lease Agreement will be interpreted and enforced in accordance with the laws of Kentucky. All issues arising from this Lease Agreement shall be resolved in a court of competent jurisdiction in Fayette County, Kentucky.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Lease Agreement to be executed as of the date first above written.

LESSOR:

LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT

BY: _____
LINDA GORTON, MAYOR

DATE: _____

LESSEE:

SIGNATURE:  / POA

NAME: Mark Williamson

DATE: 30 July 2025

ADDENDUM A

RENT SCHEDULE

Fiscal Year	Annual Rent	Monthly Rent	Monthly Utility Adjustment	Adjusted Monthly Rent
2026	\$2,442.00	\$158.50	\$45.00	\$203.50

A.1 Monthly Rent. Lessee is essential to Park operation. Lessee shall pay to Lessor as a portion of rent for the Premises the sum specified above in Monthly Rent column. If the lease term commences on a day other than the first day of a calendar month or expires on a day other than the last day of a calendar month, the base rent installment for such first or last month shall be prorated.

A.2 Utility Adjustment for unmetered services (if applicable). Lessee shall pay to Lessor as additional monthly rent the pro-rata portion as specified below for shared utility services that are not separately metered for the Premises.

Electricity: (\$0.00)

Natural Gas: (\$0.00)

Water: (\$45.00)

TOTAL MONTHLY ADJUSTMENT: (\$45.00)

A.3 Adjusted Monthly Rent. Lessee shall pay to Lessor as the total Adjusted Monthly Rent the sum as specified above in Monthly Rent column. If the lease term commences on a day other than the first day of a calendar month or expires on a day other than the last day of a calendar month, the total monthly rent shall be pro-rata adjusted in accordance.

Kentucky Power of Attorney

Power of Attorney Effective Date: 06 / 08 / 2021

I Ada Williamson (Legal Name)
A resident of Lexington (city), Kentucky
Located at Po Bx 55421 Lexington ,Ky 40555 (Address, City, State, Zip Code)
Do Hereby Appoint Mark Williamson (Legal Name)
A resident of Lexington (city), Kentucky
637 Elk Lake Dr Lexington ,Ky
Located at 40517 (Address, City, State, Zip Code)

As my attorney-in-Fact,

My attorney-in fact my act on my behalf for the following purpose(s): (INITIAL)

(AW) Real Estate Transactions
(AW) Stock and Bond Transactions
(AW) Commodity and Option Transactions
(AW) Tangible Personal Property Transactions
(AW) Banking and Other Financial Institution Transactions, Safety Deposit Box(s)
(AW) Business Operating Transactions
(AW) Insurance and annuity Transactions
(AW) Estate, Trust, and other Beneficiary Transactions
(AW) Claims and Litigation
(AW) Personal and Family Maintenance
(AW) Benefits from Social Security, Medicare, Medicaid, or Other Government Programs
(AW) Retirement Plan Transactions
(AW) Tax Matters, including any Transactions with the Internal Revenue Service
(AW) Decisions Regarding Lifesavings and Life Prolonging Medical Treatment

(AW)

Hospitalization, Institutionalization in a nursing home or other facility and Home Health Care

(AW)

ALL OF THE ABOVE POWERS, INCLUDING FINANCIAL AND HALTH CARE DECISIONS This Power of attorney shall take effect on the above-mentioned effective date and will Continue Indefinitely or until revoked by me or by my death.

I do hereby grant my attorney in fact complete authority to act in any reasonable manner that is necessary to execute the above-mentioned powers that are granted.

I agree that any third party who given a copy of this power of attorney may act relying on it. I also agree that revocation of this power of attorney is effective as to a third party only upon receipt of actual notice by the third party. I agree to indemnify the third party for any loss that may be suffered while carrying out this power of attorney.

Signature & Acknowledgement

This contract shall be governed by the laws of the State of Kentucky in Fayette County and any Applicable Federal Law.

Ada Williams

Date: 6-8-21

Signature

By accepting this appointment and acting under it, I the Attorney-in-fact (*Agent*) do hereby assume the legal responsibilities of an agent.

[Signature]

Date: 14 June 2021

Signature of Attorney-in-Fact

[Signature]

Witness Signature #1

06/08/2021

Date

[Signature]

Witness Signature #2

6-8-2021

Date

State of Kentucky County of Fayette

The Forgoing document was acknowledged before

Me 8th day of June, 2021

By

[Signature]

Notary Public signature



My Commission Expires

4-9-2024

RESIDENTIAL LEASE AGREEMENT

This Residential Lease Agreement (the "Lease Agreement"), made and entered into this 1st day of August 2025, by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the Commonwealth of Kentucky, 200 East Main Street, Lexington, Kentucky 40507 ("Lessor") and **TERESA JILL FARMER of 3401 SHAMROCK LANE** ("Lessee").

RECITALS

WHEREAS, Section 21-32(c) of the Code of Ordinances of the Lexington-Fayette Urban County Government provides that houses, apartments and other living quarters managed by the Division of Parks and Recreation may be rented to individuals in accordance with written criteria approved by the commissioner of the Department of General Services with rental arrangements subject to the review and approval of the Chief Administrative Officer; and

WHEREAS, one of the houses to be rented is located at **3401 SHAMROCK LANE**; and

WHEREAS, Lessee is eligible to lease said rental property; and

WHEREAS, the Lessor and the Lessee wish to enter into this Lease Agreement defining their rights and responsibilities relating to the use and occupancy of said rental property, which is conditional upon Lessee's employment with the Division of Parks and Recreation in and about the rental property.

NOW THEREFORE, in consideration of the mutual agreements and covenants set forth below, the payment of rent in the amount specified below, and the further consideration hereinafter provided, the parties hereto agree as follows:

1. Premises: The Lessor does hereby let, lease and demise unto Lessee, and Lessee does hereby lease from Lessor, the house at **3401 SHAMROCK LANE**, including the land immediately surrounding the house, as living quarters (the "Premises").

2. Term: The term of the Lease Agreement will begin on **August 1, 2025**, and end on **June 30, 2026** (the "Term"). This Lease Agreement shall not automatically renew or convert to a month-to-month tenancy. Either party may terminate this Lease Agreement upon thirty (30) days prior written notice to the other party. Upon expiration or termination of this Lease Agreement, Lessee shall surrender possession as set out in paragraph 17 herein.

3. Monthly Rent: In accordance with the "Rent Schedule" set forth in Addendum A, which is attached hereto and incorporated by reference herein, Lessee shall pay **\$770.00** per month (the "Monthly Rent"), payable on or before the first day of each month (the "Due Date") during the Term of this Lease Agreement. Lessee shall pay

the Monthly Rent to the Division of Parks and Recreation at 469 Parkway Drive, Rental Office, Lexington, Kentucky 40504 on or before the 1st day of each month commencing **August 1, 2025**. Lessor shall consider the Monthly Rent received by mail after the due date as timely paid as long as it is post-marked by the Due Date.

4. Possession: Lessor shall be ready to deliver possession of the Premises to Lessee on the first day of the Term. If Lessor is unable to deliver possession due to circumstances beyond its control, Lessor shall have ten (10) days to remedy the situation and put Lessee into possession. If Lessor fails to do so, Lessee may immediately terminate this Lease Agreement.

5. Use of Premises: Lessee shall have the right to occupy and possess the Premises during this Term, or until the Lease Agreement is terminated as set out herein. Lessee shall use the Premises solely as a personal residence and for no other purpose, and shall be the only occupant unless there is written approval for each additional occupant from Lessor. Lessee shall not use the Premises or permit any guests or invitees to use the Premises for any unlawful activities or to unreasonably interfere with the use and/or peaceful enjoyment of the land surrounding the Premises.

In the event Lessee will be absent from the Premises for more than seven (7) days, Lessee shall notify Lessor. During such absence, Lessor may enter the Premises to inspect, maintain, or repair the property, or in case of emergency or as provided by law.

6. Utilities: Lessor is responsible for all utility bills, fees, and penalties incurred by the Premises during the Term. Lessee shall place all utility accounts in its name no later than the first day of the Term and shall maintain all utility accounts in its name through the final day of the Term, or until the Lease Agreement is terminated as set out herein. Lessee shall not install any equipment which will exceed or overload the capacity of any utility service provided to the Premises. If Lessee wishes to install any equipment that would cause the Premises to require additional utility capacity, it may do so at its own expense with written permission from Lessor.

7. Maintenance and Condition of Premises: Lessee has inspected the Premises and all improvements, facilities and equipment thereon or has had an opportunity to do so and agrees to accept the same, as is, without any agreements, representations, understandings or obligations on the part of the Lessor to perform any alterations, repairs, or improvements except as set out elsewhere in this Lease Agreement. Prior to occupancy, Lessee and Lessor shall sign a listing of the extent of then-existing damage that shall not be attributed to Lessee pursuant to paragraph 8 herein.

Lessee shall keep the Premises in a neat and clean condition, inside and out, ordinary wear and tear excepted, free from any accumulation of trash, garbage, waste, or debris. Lessee shall dispose of any accumulation of same in the manner required by the Code of Ordinances of Lexington-Fayette Urban County Government or other law. Lessee shall use no portion of the exterior areas for storage.

Lessee shall not alter or permit any alteration of the Premises, including but not limited to paint, wallpaper, structural alterations or removals, and additions of fixtures (including satellite dish receivers or window air conditioners), without the prior written permission of the Division Director. This clause pertains to any alterations made inside and outside the Premises, including changes to the surrounding land.

Lessee is responsible for grass and weed mowing and trimming, leaf removal, sidewalk shoveling, and related activities necessary to the reasonable upkeep of the Premises in compliance with all laws, ordinances, and regulations applicable to them.

Lessee may have guests; however, noise levels shall not violate Sections 14-70 through 14-80 of the Code of Ordinances, Lexington-Fayette Urban County Government.

Pets shall be permitted at the discretion of the Division Director.

Lessee is required to have the heat set at a minimum of 60 degrees at all times during the winter months, including travel or absence. This is to prevent pipes from freezing and breaking.

8. Repairs: Lessor, through the Division of Parks and Recreation, shall maintain the Premises in a fit and habitable condition, including without limitation: the roof, the foundation, and all electrical, plumbing, heating, ventilating, and air conditioning systems. All minor day-to-day maintenance shall be the responsibility of the Lessee. Lessee shall promptly notify Lessor in the event that any repairs or replacements are required on the Premises for which Lessor may be responsible under the terms of this Lease Agreement. Lessor shall repair or replace same in a timely manner as it deems necessary. Lessee shall indemnify Lessor and pay for any repairs, maintenance, or replacement to the Premises required in whole or in part as a result of Lessee's use of the Premises, ordinary wear and tear excepted. Lessee and Lessor each agree to repair the Premises in compliance with all laws, ordinances, and regulations applicable to them.

Lessor shall not be liable for any damage caused by Lessee's failure to keep the Premises in good condition and repair and for damage caused by Lessee's failure to promptly notify Lessor of necessary repairs and replacements as required herein. Lessee shall be liable for all damage caused or occasioned by the action or inaction of the Lessee, and for all damage arising from the action or inaction of the Lessee's guests and invitees.

Lessee may repair or replace items on the Premises that would normally be the responsibility of Lessor to repair or replace if prior written approval is obtained from the Director of the Division of Parks and Recreation.

9. Right of Access: Lessor and its authorized agents shall have the right at all reasonable times, upon two (2) days' notice to Lessee, to enter into and upon the Premises for the purpose of inspecting, maintaining, and repairing the Premises.

Provided, however, that nothing herein shall prevent Lessor and its agents from entering the property at any time, with or without notice, in case of emergency, and as provided by law.

10. Assignment and Subletting: Lessee shall not assign, mortgage, pledge, hypothecate, encumber, or permit any lien to attach to the Premises or otherwise transfer this Lease Agreement or any interest hereunder, by operation of law or otherwise. Lessee shall not sublet the Premises or any part thereof or permit the use of the Premises by any person(s) other than Lessee.

11. Destruction of Premises: Should the Premises be destroyed or damaged by fire, tornado, or other casualty, Lessor may immediately cancel this Lease Agreement or make repairs and restoration, in its discretion.

12. Eminent Domain: In the event the Premises or any portion thereof shall at any time after the execution of this Lease Agreement be taken for public or quasi-public use or condemned under eminent domain, Lessee shall not be entitled to claim or have paid any compensation or damages whatsoever or on account of any loss, entry, damage, or taking of any right, interest, or estate of the Lessee, and Lessee hereby relinquishes to Lessor any rights to any such damages. Lessor shall be entitled to all compensation and damages due on account of and arising out of such taking or condemnation without deduction from the amount thereof for or on account of any right, title, interest, or estate of Lessee in or to said Premises. Should all of the Premises be taken by eminent domain, then this Lease Agreement shall be deemed terminated and Lessee shall be entitled to no damages or any consideration by reason of such taking.

13. Personal Property: All personal property that may be upon said Premises during the Term of this Lease Agreement shall be kept at the sole risk and responsibility of Lessee. It is recommended that Lessee maintain a policy of insurance to cover loss or damage to personal property during the entire period of occupancy. Any coverage shall fully waive rights of subrogation against Lessor.

14. Insurance: Lessee shall indemnify, save, and hold harmless Lessor from and against all claims and losses that occur on the Premises. Lessee further agrees to carry and pay for Renter's Liability Insurance in the amount of \$500,000.00, Combined Single Limits, including fire legal liability, with an insurance company authorized to do business in the Commonwealth of Kentucky, 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. The policy shall name the Lexington-Fayette Urban County Government as additional insured and shall be primary to any applicable insurance of Lessor. The insurance coverage shall fully waive rights of subrogation against Lessor. The certificate of insurance shall be provided to the Department of Human Resources – Risk Management, Safety and Loss Control of the Lexington-Fayette Urban County Government at 200 East Main Street, 10th Floor, Lexington, Kentucky 40507.

15. Default: In the event Lessee shall fail to comply with any provisions of this Lease Agreement, Lessor may terminate the lease pursuant to paragraph 16 herein and/or commence eviction proceeding in accordance with the laws of Kentucky. Lessor need not give Lessee any right to cure the default prior to such termination. Lessee shall surrender possession as set out in paragraph 17 herein.

16. Termination: The Lessor, through the Director of the Division of Parks and Recreation, may terminate the lease and any right of possession, for any reason or no reason, upon thirty (30) days written notice. Lessor, through the Director of the Division of Parks and Recreation, may immediately terminate the lease, and any right of possession, upon forty-eight (48) hours written notice if it determines that Lessee has conducted or is conducting any illegal activity on or about the Premises, or that Lessee has inflicted or is inflicting intentional damage on the Premises.

17. Return of Possession: At the expiration or sooner termination of this Lease Agreement or Lessee's right of possession, Lessee shall surrender possession of the Premises in the same condition as when received, ordinary wear and tear excepted, and shall peaceably surrender all keys to Lessor, advise Lessor as to the combination of any locks remaining in the Premises, and remove all personal property from the Premises. If Lessee fails to remove any items from the Premises as required hereunder, such items shall become the property of Lessor as if conveyed by bill of sale without payment by Lessor or, should Lessor decide to reject ownership of such items, may be removed from the Premises at Lessee's expense, payable upon demand, and be stored or disposed of in Lessor's absolute discretion. Lessor shall have no duty to preserve, protect, guard, or keep such personal property.

Upon Lessee's failure to vacate the Premises, Lessor may take all steps necessary to remove Lessee and his property as provided by law, and Lessee shall acquire no additional rights nor extension of the Term by reason of such holding over. In addition to all remedies provided by law, Lessee shall pay a pro-rata sum as Monthly Rent and other actual damages suffered by Lessor.

Upon ten (10) days absence by Lessee with Monthly Rent unpaid or the removal of a substantial portion of Lessee's personal property without explanation or notice to Lessor shall be deemed an abandonment of the Premises by Lessee. In such event, Lessor may re-enter the Premises immediately, take all action necessary to remove remaining personal property and belongings of Lessee, and re-let the Premises, without notice and without responsibility for damages resulting therefrom.

18. Entire Agreement; Amendments: This Lease Agreement contains the entire agreement and understanding between the parties regarding the Premises and is subject to no agreements, conditions, or representations that are not set forth herein. No amendments to this Lease Agreement shall be binding upon either party hereto until such amendment is reduced to writing and executed by both parties.

19. Severability: If any clause, provision, or section of this Lease Agreement is ruled invalid or unenforceable by any court of competent jurisdiction, the invalidity or unenforceability of such clause, provision, or section shall not affect any of the remaining clauses, provisions, or sections hereof.

20. Notices: The agent of Lessor, for purposes of this Lease Agreement, shall be the Director of the Division of Parks and Recreation, whose offices are located at 469 Parkway Drive, Lexington, Kentucky 40504. All notices or consent required to be given by or on behalf of either party shall be in writing and shall be sufficiently given, and shall be deemed given when delivered or mailed by certified mail, postage prepaid, return receipt requested, to Lessor at the address set out in this paragraph and to Lessee at the address first set out herein.

21. Waiver: No waiver of any condition or legal right or remedy shall be implied by failure of Lessor to declare a default and no waiver shall be valid unless it be in writing and signed by the party so waiving.

22. Jurisdiction and Venue: This Lease Agreement will be interpreted and enforced in accordance with the laws of Kentucky. All issues arising from this Lease Agreement shall be resolved in a court of competent jurisdiction in Fayette County, Kentucky.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Lease Agreement to be executed as of the date first above written.

LESSOR:

LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT

BY: _____
LINDA GORTON, MAYOR

DATE: _____

LESSEE:

SIGNATURE: Teresa Jill Farmer

NAME: Teresa Jill Farmer

DATE: 7/29/25

ADDENDUM A

RENT SCHEDULE

Fiscal Year	Annual Rent	Monthly Rent	Monthly Utility Adjustment	Adjusted Monthly Rent
2026	\$9,240.00	\$630.00	\$140.00	\$770.00

A.1 Monthly Rent. Lessee is essential to Park operation. Lessee shall pay to Lessor as a portion of rent for the Premises the sum specified above in Monthly Rent column. If the lease term commences on a day other than the first day of a calendar month or expires on a day other than the last day of a calendar month, the base rent installment for such first or last month shall be prorated.

A.2 Utility Adjustment for unmetered services (if applicable). Lessee shall pay to Lessor as additional monthly rent the pro-rata portion as specified below for shared utility services that are not separately metered for the Premises.

Electricity:	(\$0.00)
Natural Gas:	(\$95.00)
Water:	(\$45.00)
TOTAL MONTHLY ADJUSTMENT:	(\$140.00)

A.3 Adjusted Monthly Rent. Lessee shall pay to Lessor as the total Adjusted Monthly Rent the sum as specified above in Monthly Rent column. If the lease term commences on a day other than the first day of a calendar month or expires on a day other than the last day of a calendar month, the total monthly rent shall be pro-rata adjusted in accordance.

RESIDENTIAL LEASE AGREEMENT

This Residential Lease Agreement (the "Lease Agreement"), made and entered into this 1st day of August, 2025, by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the Commonwealth of Kentucky, 200 East Main Street, Lexington, Kentucky 40507 ("Lessor") and **VICTORIA HAMM of 3561 SHAMROCK LANE** ("Lessee").

RECITALS

WHEREAS, Section 21-32(c) of the Code of Ordinances of the Lexington-Fayette Urban County Government provides that houses, apartments and other living quarters managed by the Division of Parks and Recreation may be rented to individuals in accordance with written criteria approved by the commissioner of the Department of General Services with rental arrangements subject to the review and approval of the Chief Administrative Officer; and

WHEREAS, one of the houses to be rented is located at **3561 Shamrock Lane**; and

WHEREAS, Lessee is eligible to lease said rental property; and

WHEREAS, the Lessor and the Lessee wish to enter into this Lease Agreement defining their rights and responsibilities relating to the use and occupancy of said rental property, which is conditional upon Lessee's employment with the Division of Parks and Recreation in and about the rental property.

NOW THEREFORE, in consideration of the mutual agreements and covenants set forth below, the payment of rent in the amount specified below, and the further consideration hereinafter provided, the parties hereto agree as follows:

1. Premises: The Lessor does hereby let, lease and demise unto Lessee, and Lessee does hereby lease from Lessor, the house at **3561 Shamrock Lane**, including the land immediately surrounding the house, as living quarters (the "Premises").

2. Term: The term of the Lease Agreement will begin on **August 1, 2025**, and end on **June 30, 2026** (the "Term"). This Lease Agreement shall not automatically renew or convert to a month-to-month tenancy. Either party may terminate this Lease Agreement upon thirty (30) days prior written notice to the other party. Upon expiration or termination of this Lease Agreement, Lessee shall surrender possession as set out in paragraph 17 herein.

3. Monthly Rent: In accordance with the "Rent Schedule" set forth in Addendum A, which is attached hereto and incorporated by reference herein, Lessee shall pay **\$605.00** per month (the "Monthly Rent"), payable on or before the first day of each month (the "Due Date") during the Term of this Lease Agreement. Lessee shall pay

the Monthly Rent to the Division of Parks and Recreation at 469 Parkway Drive, Rental Office, Lexington, Kentucky 40504 on or before the 1st day of each month commencing **August 1, 2025**. Lessor shall consider the Monthly Rent received by mail after the due date as timely paid as long as it is post-marked by the Due Date.

4. Possession: Lessor shall be ready to deliver possession of the Premises to Lessee on the first day of the Term. If Lessor is unable to deliver possession due to circumstances beyond its control, Lessor shall have ten (10) days to remedy the situation and put Lessee into possession. If Lessor fails to do so, Lessee may immediately terminate this Lease Agreement.

5. Use of Premises: Lessee shall have the right to occupy and possess the Premises during this Term, or until the Lease Agreement is terminated as set out herein. Lessee shall use the Premises solely as a personal residence and for no other purpose, and shall be the only occupant unless there is written approval for each additional occupant from Lessor. Lessee shall not use the Premises or permit any guests or invitees to use the Premises for any unlawful activities or to unreasonably interfere with the use and/or peaceful enjoyment of the land surrounding the Premises.

In the event Lessee will be absent from the Premises for more than seven (7) days, Lessee shall notify Lessor. During such absence, Lessor may enter the Premises to inspect, maintain, or repair the property, or in case of emergency or as provided by law.

6. Utilities: Lessor is responsible for all utility bills, fees, and penalties incurred by the Premises during the Term. Lessee shall place all utility accounts in its name no later than the first day of the Term and shall maintain all utility accounts in its name through the final day of the Term, or until the Lease Agreement is terminated as set out herein. Lessee shall not install any equipment which will exceed or overload the capacity of any utility service provided to the Premises. If Lessee wishes to install any equipment that would cause the Premises to require additional utility capacity, it may do so at its own expense with written permission from Lessor.

7. Maintenance and Condition of Premises: Lessee has inspected the Premises and all improvements, facilities and equipment thereon or has had an opportunity to do so and agrees to accept the same, as is, without any agreements, representations, understandings or obligations on the part of the Lessor to perform any alterations, repairs, or improvements except as set out elsewhere in this Lease Agreement. Prior to occupancy, Lessee and Lessor shall sign a listing of the extent of then-existing damage that shall not be attributed to Lessee pursuant to paragraph 8 herein.

Lessee shall keep the Premises in a neat and clean condition, inside and out, ordinary wear and tear excepted, free from any accumulation of trash, garbage, waste, or debris. Lessee shall dispose of any accumulation of same in the manner required by the Code of Ordinances of Lexington-Fayette Urban County Government or other law. Lessee shall use no portion of the exterior areas for storage.

Lessee shall not alter or permit any alteration of the Premises, including but not limited to paint, wallpaper, structural alterations or removals, and additions of fixtures (including satellite dish receivers or window air conditioners), without the prior written permission of the Division Director. This clause pertains to any alterations made inside and outside the Premises, including changes to the surrounding land.

Lessee is responsible for grass and weed mowing and trimming, leaf removal, sidewalk shoveling, and related activities necessary to the reasonable upkeep of the Premises in compliance with all laws, ordinances, and regulations applicable to them.

Lessee may have guests; however, noise levels shall not violate Sections 14-70 through 14-80 of the Code of Ordinances, Lexington-Fayette Urban County Government.

Pets shall be permitted at the discretion of the Division Director.

Lessee is required to have the heat set at a minimum of 60 degrees at all times during the winter months, including travel or absence. This is to prevent pipes from freezing and breaking.

8. Repairs: Lessor, through the Division of Parks and Recreation, shall maintain the Premises in a fit and habitable condition, including without limitation: the roof, the foundation, and all electrical, plumbing, heating, ventilating, and air conditioning systems. All minor day-to-day maintenance shall be the responsibility of the Lessee. Lessee shall promptly notify Lessor in the event that any repairs or replacements are required on the Premises for which Lessor may be responsible under the terms of this Lease Agreement. Lessor shall repair or replace same in a timely manner as it deems necessary. Lessee shall indemnify Lessor and pay for any repairs, maintenance, or replacement to the Premises required in whole or in part as a result of Lessee's use of the Premises, ordinary wear and tear excepted. Lessee and Lessor each agree to repair the Premises in compliance with all laws, ordinances, and regulations applicable to them.

Lessor shall not be liable for any damage caused by Lessee's failure to keep the Premises in good condition and repair and for damage caused by Lessee's failure to promptly notify Lessor of necessary repairs and replacements as required herein. Lessee shall be liable for all damage caused or occasioned by the action or inaction of the Lessee, and for all damage arising from the action or inaction of the Lessee's guests and invitees.

Lessee may repair or replace items on the Premises that would normally be the responsibility of Lessor to repair or replace if prior written approval is obtained from the Director of the Division of Parks and Recreation.

9. Right of Access: Lessor and its authorized agents shall have the right at all reasonable times, upon two (2) days' notice to Lessee, to enter into and upon the Premises for the purpose of inspecting, maintaining, and repairing the Premises.

Provided, however, that nothing herein shall prevent Lessor and its agents from entering the property at any time, with or without notice, in case of emergency, and as provided by law.

10. Assignment and Subletting: Lessee shall not assign, mortgage, pledge, hypothecate, encumber, or permit any lien to attach to the Premises or otherwise transfer this Lease Agreement or any interest hereunder, by operation of law or otherwise. Lessee shall not sublet the Premises or any part thereof or permit the use of the Premises by any person(s) other than Lessee.

11. Destruction of Premises: Should the Premises be destroyed or damaged by fire, tornado, or other casualty, Lessor may immediately cancel this Lease Agreement or make repairs and restoration, in its discretion.

12. Eminent Domain: In the event the Premises or any portion thereof shall at any time after the execution of this Lease Agreement be taken for public or quasi-public use or condemned under eminent domain, Lessee shall not be entitled to claim or have paid any compensation or damages whatsoever or on account of any loss, entry, damage, or taking of any right, interest, or estate of the Lessee, and Lessee hereby relinquishes to Lessor any rights to any such damages. Lessor shall be entitled to all compensation and damages due on account of and arising out of such taking or condemnation without deduction from the amount thereof for or on account of any right, title, interest, or estate of Lessee in or to said Premises. Should all of the Premises be taken by eminent domain, then this Lease Agreement shall be deemed terminated and Lessee shall be entitled to no damages or any consideration by reason of such taking.

13. Personal Property: All personal property that may be upon said Premises during the Term of this Lease Agreement shall be kept at the sole risk and responsibility of Lessee. It is recommended that Lessee maintain a policy of insurance to cover loss or damage to personal property during the entire period of occupancy. Any coverage shall fully waive rights of subrogation against Lessor.

14. Insurance: Lessee shall indemnify, save, and hold harmless Lessor from and against all claims and losses that occur on the Premises. Lessee further agrees to carry and pay for Renter's Liability Insurance in the amount of \$500,000.00, Combined Single Limits, including fire legal liability, with an insurance company authorized to do business in the Commonwealth of Kentucky, 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. The policy shall name the Lexington-Fayette Urban County Government as additional insured and shall be primary to any applicable insurance of Lessor. The insurance coverage shall fully waive rights of subrogation against Lessor. The certificate of insurance shall be provided to the Department of Human Resources – Risk Management, Safety and Loss Control of the Lexington-Fayette Urban County Government at 200 East Main Street, 10th Floor, Lexington, Kentucky 40507.

15. Default: In the event Lessee shall fail to comply with any provisions of this Lease Agreement, Lessor may terminate the lease pursuant to paragraph 16 herein and/or commence eviction proceeding in accordance with the laws of Kentucky. Lessor need not give Lessee any right to cure the default prior to such termination. Lessee shall surrender possession as set out in paragraph 17 herein.

16. Termination: The Lessor, through the Director of the Division of Parks and Recreation, may terminate the lease and any right of possession, for any reason or no reason, upon thirty (30) days written notice. Lessor, through the Director of the Division of Parks and Recreation, may immediately terminate the lease, and any right of possession, upon forty-eight (48) hours written notice if it determines that Lessee has conducted or is conducting any illegal activity on or about the Premises, or that Lessee has inflicted or is inflicting intentional damage on the Premises.

17. Return of Possession: At the expiration or sooner termination of this Lease Agreement or Lessee's right of possession, Lessee shall surrender possession of the Premises in the same condition as when received, ordinary wear and tear excepted, and shall peaceably surrender all keys to Lessor, advise Lessor as to the combination of any locks remaining in the Premises, and remove all personal property from the Premises. If Lessee fails to remove any items from the Premises as required hereunder, such items shall become the property of Lessor as if conveyed by bill of sale without payment by Lessor or, should Lessor decide to reject ownership of such items, may be removed from the Premises at Lessee's expense, payable upon demand, and be stored or disposed of in Lessor's absolute discretion. Lessor shall have no duty to preserve, protect, guard, or keep such personal property.

Upon Lessee's failure to vacate the Premises, Lessor may take all steps necessary to remove Lessee and his property as provided by law, and Lessee shall acquire no additional rights nor extension of the Term by reason of such holding over. In addition to all remedies provided by law, Lessee shall pay a pro-rata sum as Monthly Rent and other actual damages suffered by Lessor.

Upon ten (10) days absence by Lessee with Monthly Rent unpaid or the removal of a substantial portion of Lessee's personal property without explanation or notice to Lessor shall be deemed an abandonment of the Premises by Lessee. In such event, Lessor may re-enter the Premises immediately, take all action necessary to remove remaining personal property and belongings of Lessee, and re-let the Premises, without notice and without responsibility for damages resulting therefrom.

18. Entire Agreement; Amendments: This Lease Agreement contains the entire agreement and understanding between the parties regarding the Premises and is subject to no agreements, conditions, or representations that are not set forth herein. No amendments to this Lease Agreement shall be binding upon either party hereto until such amendment is reduced to writing and executed by both parties.

19. Severability: If any clause, provision, or section of this Lease Agreement is ruled invalid or unenforceable by any court of competent jurisdiction, the invalidity or unenforceability of such clause, provision, or section shall not affect any of the remaining clauses, provisions, or sections hereof.

20. Notices: The agent of Lessor, for purposes of this Lease Agreement, shall be the Director of the Division of Parks and Recreation, whose offices are located at 469 Parkway Drive, Lexington, Kentucky 40504. All notices or consent required to be given by or on behalf of either party shall be in writing and shall be sufficiently given, and shall be deemed given when delivered or mailed by certified mail, postage prepaid, return receipt requested, to Lessor at the address set out in this paragraph and to Lessee at the address first set out herein.

21. Waiver: No waiver of any condition or legal right or remedy shall be implied by failure of Lessor to declare a default and no waiver shall be valid unless it be in writing and signed by the party so waiving.

22. Jurisdiction and Venue: This Lease Agreement will be interpreted and enforced in accordance with the laws of Kentucky. All issues arising from this Lease Agreement shall be resolved in a court of competent jurisdiction in Fayette County, Kentucky.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Lease Agreement to be executed as of the date first above written.

LESSOR:

LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT

BY: _____
LINDA GORTON, MAYOR

DATE: _____

LESSEE:

SIGNATURE: Hamm

NAME: Victoria Hamm

DATE: July 29, 2025

ADDENDUM A

RENT SCHEDULE

Fiscal Year	Annual Rent	Monthly Rent	Monthly Utility Adjustment	Adjusted Monthly Rent
2026	\$7,260.00	\$465.00	\$140.00	\$605.00

A.1 Monthly Rent. Lessee is essential to Park operation. Lessee shall pay to Lessor as a portion of rent for the Premises the sum specified above in Monthly Rent column. If the lease term commences on a day other than the first day of a calendar month or expires on a day other than the last day of a calendar month, the base rent installment for such first or last month shall be prorated.

A.2 Utility Adjustment for unmetered services (if applicable). Lessee shall pay to Lessor as additional monthly rent the pro-rata portion as specified below for shared utility services that are not separately metered for the Premises.

Electricity: (\$0.00)

Natural Gas: (\$95.00)

Water: (\$45.00)

TOTAL MONTHLY ADJUSTMENT: (\$140.00)

A.3 Adjusted Monthly Rent. Lessee shall pay to Lessor as the total Adjusted Monthly Rent the sum as specified above in Monthly Rent column. If the lease term commences on a day other than the first day of a calendar month or expires on a day other than the last day of a calendar month, the total monthly rent shall be pro-rata adjusted in accordance.

RESOLUTION NO. _____ - 2025

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE LEASE AGREEMENTS WITH THE FOLLOWING INDIVIDUALS FOR THE LISTED PROPERTIES IN CONSIDERATION OF THE SUMS STATED IN MONTHLY RENT: ADA WILLIAMSON FOR 4051 RICHMOND ROAD, \$203.50; TERESA JILL FARMER FOR 3401 SHAMROCK LANE, \$770.00; VICTORIA HAMM FOR 3561 SHAMROCK LANE, \$605.00.

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute Lease Agreements, which are attached hereto and incorporated herein by reference, with the following individuals for the listed properties in consideration of the sums stated in monthly rent: Ada Williamson for 4051 Richmond Road, \$203.50; Teresa Jill Farmer 3401 Shamrock Lane, \$770.00; Victoria Hamm for 3561 Shamrock Lane, \$605.00.

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

PASSED URBAN COUNTY COUNCIL:

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL
0722-25:WDR:4901-0736-3682, v. 1

RESOLUTION NO. 398 - 2025

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE LEASE AGREEMENTS WITH THE FOLLOWING INDIVIDUALS FOR THE LISTED PROPERTIES IN CONSIDERATION OF THE SUMS STATED IN MONTHLY RENT: ADA WILLIAMSON FOR 4051 RICHMOND ROAD, \$203.50; TERESA JILL FARMER FOR 3401 SHAMROCK LANE, \$770.00; VICTORIA HAMM FOR 3561 SHAMROCK LANE, \$605.00.

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute Lease Agreements, which are attached hereto and incorporated herein by reference, with the following individuals for the listed properties in consideration of the sums stated in monthly rent: Ada Williamson for 4051 Richmond Road, \$203.50; Teresa Jill Farmer 3401 Shamrock Lane, \$770.00; Victoria Hamm for 3561 Shamrock Lane, \$605.00.

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

PASSED URBAN COUNTY COUNCIL: August 28, 2025


MAYOR

ATTEST:


CLERK OF URBAN COUNTY COUNCIL

0722-25:WDR:4901-0736-3682, v. 1

RESIDENTIAL LEASE AGREEMENT

This Residential Lease Agreement (the "Lease Agreement"), made and entered into this 1st day of August, 2025, by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the Commonwealth of Kentucky, 200 East Main Street, Lexington, Kentucky 40507 ("Lessor") and **VICTORIA HAMM of 3561 SHAMROCK LANE** ("Lessee").

RECITALS

WHEREAS, Section 21-32(c) of the Code of Ordinances of the Lexington-Fayette Urban County Government provides that houses, apartments and other living quarters managed by the Division of Parks and Recreation may be rented to individuals in accordance with written criteria approved by the commissioner of the Department of General Services with rental arrangements subject to the review and approval of the Chief Administrative Officer; and

WHEREAS, one of the houses to be rented is located at **3561 Shamrock Lane**; and

WHEREAS, Lessee is eligible to lease said rental property; and

WHEREAS, the Lessor and the Lessee wish to enter into this Lease Agreement defining their rights and responsibilities relating to the use and occupancy of said rental property, which is conditional upon Lessee's employment with the Division of Parks and Recreation in and about the rental property.

NOW THEREFORE, in consideration of the mutual agreements and covenants set forth below, the payment of rent in the amount specified below, and the further consideration hereinafter provided, the parties hereto agree as follows:

1. **Premises:** The Lessor does hereby let, lease and demise unto Lessee, and Lessee does hereby lease from Lessor, the house at **3561 Shamrock Lane**, including the land immediately surrounding the house, as living quarters (the "Premises").

2. **Term:** The term of the Lease Agreement will begin on **August 1, 2025**, and end on **June 30, 2026** (the "Term"). This Lease Agreement shall not automatically renew or convert to a month-to-month tenancy. Either party may terminate this Lease Agreement upon thirty (30) days prior written notice to the other party. Upon expiration or termination of this Lease Agreement, Lessee shall surrender possession as set out in paragraph 17 herein.

3. **Monthly Rent:** In accordance with the "Rent Schedule" set forth in Addendum A, which is attached hereto and incorporated by reference herein, Lessee shall pay **\$605.00** per month (the "Monthly Rent"), payable on or before the first day of each month (the "Due Date") during the Term of this Lease Agreement. Lessee shall pay

the Monthly Rent to the Division of Parks and Recreation at 469 Parkway Drive, Rental Office, Lexington, Kentucky 40504 on or before the 1st day of each month commencing **August 1, 2025**. Lessor shall consider the Monthly Rent received by mail after the due date as timely paid as long as it is post-marked by the Due Date.

4. Possession: Lessor shall be ready to deliver possession of the Premises to Lessee on the first day of the Term. If Lessor is unable to deliver possession due to circumstances beyond its control, Lessor shall have ten (10) days to remedy the situation and put Lessee into possession. If Lessor fails to do so, Lessee may immediately terminate this Lease Agreement.

5. Use of Premises: Lessee shall have the right to occupy and possess the Premises during this Term, or until the Lease Agreement is terminated as set out herein. Lessee shall use the Premises solely as a personal residence and for no other purpose, and shall be the only occupant unless there is written approval for each additional occupant from Lessor. Lessee shall not use the Premises or permit any guests or invitees to use the Premises for any unlawful activities or to unreasonably interfere with the use and/or peaceful enjoyment of the land surrounding the Premises.

In the event Lessee will be absent from the Premises for more than seven (7) days, Lessee shall notify Lessor. During such absence, Lessor may enter the Premises to inspect, maintain, or repair the property, or in case of emergency or as provided by law.

6. Utilities: Lessor is responsible for all utility bills, fees, and penalties incurred by the Premises during the Term. Lessee shall place all utility accounts in its name no later than the first day of the Term and shall maintain all utility accounts in its name through the final day of the Term, or until the Lease Agreement is terminated as set out herein. Lessee shall not install any equipment which will exceed or overload the capacity of any utility service provided to the Premises. If Lessee wishes to install any equipment that would cause the Premises to require additional utility capacity, it may do so at its own expense with written permission from Lessor.

7. Maintenance and Condition of Premises: Lessee has inspected the Premises and all improvements, facilities and equipment thereon or has had an opportunity to do so and agrees to accept the same, as is, without any agreements, representations, understandings or obligations on the part of the Lessor to perform any alterations, repairs, or improvements except as set out elsewhere in this Lease Agreement. Prior to occupancy, Lessee and Lessor shall sign a listing of the extent of then-existing damage that shall not be attributed to Lessee pursuant to paragraph 8 herein.

Lessee shall keep the Premises in a neat and clean condition, inside and out, ordinary wear and tear excepted, free from any accumulation of trash, garbage, waste, or debris. Lessee shall dispose of any accumulation of same in the manner required by the Code of Ordinances of Lexington-Fayette Urban County Government or other law. Lessee shall use no portion of the exterior areas for storage.

Lessee shall not alter or permit any alteration of the Premises, including but not limited to paint, wallpaper, structural alterations or removals, and additions of fixtures (including satellite dish receivers or window air conditioners), without the prior written permission of the Division Director. This clause pertains to any alterations made inside and outside the Premises, including changes to the surrounding land.

Lessee is responsible for grass and weed mowing and trimming, leaf removal, sidewalk shoveling, and related activities necessary to the reasonable upkeep of the Premises in compliance with all laws, ordinances, and regulations applicable to them.

Lessee may have guests; however, noise levels shall not violate Sections 14-70 through 14-80 of the Code of Ordinances, Lexington-Fayette Urban County Government.

Pets shall be permitted at the discretion of the Division Director.

Lessee is required to have the heat set at a minimum of 60 degrees at all times during the winter months, including travel or absence. This is to prevent pipes from freezing and breaking.

8. Repairs: Lessor, through the Division of Parks and Recreation, shall maintain the Premises in a fit and habitable condition, including without limitation: the roof, the foundation, and all electrical, plumbing, heating, ventilating, and air conditioning systems. All minor day-to-day maintenance shall be the responsibility of the Lessee. Lessee shall promptly notify Lessor in the event that any repairs or replacements are required on the Premises for which Lessor may be responsible under the terms of this Lease Agreement. Lessor shall repair or replace same in a timely manner as it deems necessary. Lessee shall indemnify Lessor and pay for any repairs, maintenance, or replacement to the Premises required in whole or in part as a result of Lessee's use of the Premises, ordinary wear and tear excepted. Lessee and Lessor each agree to repair the Premises in compliance with all laws, ordinances, and regulations applicable to them.

Lessor shall not be liable for any damage caused by Lessee's failure to keep the Premises in good condition and repair and for damage caused by Lessee's failure to promptly notify Lessor of necessary repairs and replacements as required herein. Lessee shall be liable for all damage caused or occasioned by the action or inaction of the Lessee, and for all damage arising from the action or inaction of the Lessee's guests and invitees.

Lessee may repair or replace items on the Premises that would normally be the responsibility of Lessor to repair or replace if prior written approval is obtained from the Director of the Division of Parks and Recreation.

9. Right of Access: Lessor and its authorized agents shall have the right at all reasonable times, upon two (2) days' notice to Lessee, to enter into and upon the Premises for the purpose of inspecting, maintaining, and repairing the Premises.

Provided, however, that nothing herein shall prevent Lessor and its agents from entering the property at any time, with or without notice, in case of emergency, and as provided by law.

10. Assignment and Subletting: Lessee shall not assign, mortgage, pledge, hypothecate, encumber, or permit any lien to attach to the Premises or otherwise transfer this Lease Agreement or any interest hereunder, by operation of law or otherwise. Lessee shall not sublet the Premises or any part thereof or permit the use of the Premises by any person(s) other than Lessee.

11. Destruction of Premises: Should the Premises be destroyed or damaged by fire, tornado, or other casualty, Lessor may immediately cancel this Lease Agreement or make repairs and restoration, in its discretion.

12. Eminent Domain: In the event the Premises or any portion thereof shall at any time after the execution of this Lease Agreement be taken for public or quasi-public use or condemned under eminent domain, Lessee shall not be entitled to claim or have paid any compensation or damages whatsoever or on account of any loss, entry, damage, or taking of any right, interest, or estate of the Lessee, and Lessee hereby relinquishes to Lessor any rights to any such damages. Lessor shall be entitled to all compensation and damages due on account of and arising out of such taking or condemnation without deduction from the amount thereof for or on account of any right, title, interest, or estate of Lessee in or to said Premises. Should all of the Premises be taken by eminent domain, then this Lease Agreement shall be deemed terminated and Lessee shall be entitled to no damages or any consideration by reason of such taking.

13. Personal Property: All personal property that may be upon said Premises during the Term of this Lease Agreement shall be kept at the sole risk and responsibility of Lessee. It is recommended that Lessee maintain a policy of insurance to cover loss or damage to personal property during the entire period of occupancy. Any coverage shall fully waive rights of subrogation against Lessor.

14. Insurance: Lessee shall indemnify, save, and hold harmless Lessor from and against all claims and losses that occur on the Premises. Lessee further agrees to carry and pay for Renter's Liability Insurance in the amount of \$500,000.00, Combined Single Limits, including fire legal liability, with an insurance company authorized to do business in the Commonwealth of Kentucky, 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. The policy shall name the Lexington-Fayette Urban County Government as additional insured and shall be primary to any applicable insurance of Lessor. The insurance coverage shall fully waive rights of subrogation against Lessor. The certificate of insurance shall be provided to the Department of Human Resources – Risk Management, Safety and Loss Control of the Lexington-Fayette Urban County Government at 200 East Main Street, 10th Floor, Lexington, Kentucky 40507.

15. Default: In the event Lessee shall fail to comply with any provisions of this Lease Agreement, Lessor may terminate the lease pursuant to paragraph 16 herein and/or commence eviction proceeding in accordance with the laws of Kentucky. Lessor need not give Lessee any right to cure the default prior to such termination. Lessee shall surrender possession as set out in paragraph 17 herein.

16. Termination: The Lessor, through the Director of the Division of Parks and Recreation, may terminate the lease and any right of possession, for any reason or no reason, upon thirty (30) days written notice. Lessor, through the Director of the Division of Parks and Recreation, may immediately terminate the lease, and any right of possession, upon forty-eight (48) hours written notice if it determines that Lessee has conducted or is conducting any illegal activity on or about the Premises, or that Lessee has inflicted or is inflicting intentional damage on the Premises.

17. Return of Possession: At the expiration or sooner termination of this Lease Agreement or Lessee's right of possession, Lessee shall surrender possession of the Premises in the same condition as when received, ordinary wear and tear excepted, and shall peaceably surrender all keys to Lessor, advise Lessor as to the combination of any locks remaining in the Premises, and remove all personal property from the Premises. If Lessee fails to remove any items from the Premises as required hereunder, such items shall become the property of Lessor as if conveyed by bill of sale without payment by Lessor or, should Lessor decide to reject ownership of such items, may be removed from the Premises at Lessee's expense, payable upon demand, and be stored or disposed of in Lessor's absolute discretion. Lessor shall have no duty to preserve, protect, guard, or keep such personal property.

Upon Lessee's failure to vacate the Premises, Lessor may take all steps necessary to remove Lessee and his property as provided by law, and Lessee shall acquire no additional rights nor extension of the Term by reason of such holding over. In addition to all remedies provided by law, Lessee shall pay a pro-rata sum as Monthly Rent and other actual damages suffered by Lessor.

Upon ten (10) days absence by Lessee with Monthly Rent unpaid or the removal of a substantial portion of Lessee's personal property without explanation or notice to Lessor shall be deemed an abandonment of the Premises by Lessee. In such event, Lessor may re-enter the Premises immediately, take all action necessary to remove remaining personal property and belongings of Lessee, and re-let the Premises, without notice and without responsibility for damages resulting therefrom.

18. Entire Agreement; Amendments: This Lease Agreement contains the entire agreement and understanding between the parties regarding the Premises and is subject to no agreements, conditions, or representations that are not set forth herein. No amendments to this Lease Agreement shall be binding upon either party hereto until such amendment is reduced to writing and executed by both parties.

19. Severability: If any clause, provision, or section of this Lease Agreement is ruled invalid or unenforceable by any court of competent jurisdiction, the invalidity or unenforceability of such clause, provision, or section shall not affect any of the remaining clauses, provisions, or sections hereof.

20. Notices: The agent of Lessor, for purposes of this Lease Agreement, shall be the Director of the Division of Parks and Recreation, whose offices are located at 469 Parkway Drive, Lexington, Kentucky 40504. All notices or consent required to be given by or on behalf of either party shall be in writing and shall be sufficiently given, and shall be deemed given when delivered or mailed by certified mail, postage prepaid, return receipt requested, to Lessor at the address set out in this paragraph and to Lessee at the address first set out herein.

21. Waiver: No waiver of any condition or legal right or remedy shall be implied by failure of Lessor to declare a default and no waiver shall be valid unless it be in writing and signed by the party so waiving.

22. Jurisdiction and Venue: This Lease Agreement will be interpreted and enforced in accordance with the laws of Kentucky. All issues arising from this Lease Agreement shall be resolved in a court of competent jurisdiction in Fayette County, Kentucky.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Lease Agreement to be executed as of the date first above written.

LESSOR:

LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT

BY: Linda Gorton
LINDA GORTON, MAYOR

DATE: 9/2/2025

LESSEE:

SIGNATURE: Hamm

NAME: Victoria Hamm

DATE: July 29, 2025

ADDENDUM A

RENT SCHEDULE

Fiscal Year	Annual Rent	Monthly Rent	Monthly Utility Adjustment	Adjusted Monthly Rent
2026	\$7,260.00	\$465.00	\$140.00	\$605.00

A.1 Monthly Rent. Lessee is essential to Park operation. Lessee shall pay to Lessor as a portion of rent for the Premises the sum specified above in Monthly Rent column. If the lease term commences on a day other than the first day of a calendar month or expires on a day other than the last day of a calendar month, the base rent installment for such first or last month shall be prorated.

A.2 Utility Adjustment for unmetered services (if applicable). Lessee shall pay to Lessor as additional monthly rent the pro-rata portion as specified below for shared utility services that are not separately metered for the Premises.

Electricity:	(\$0.00)
Natural Gas:	(\$95.00)
Water:	(\$45.00)
TOTAL MONTHLY ADJUSTMENT:	(\$140.00)

A.3 Adjusted Monthly Rent. Lessee shall pay to Lessor as the total Adjusted Monthly Rent the sum as specified above in Monthly Rent column. If the lease term commences on a day other than the first day of a calendar month or expires on a day other than the last day of a calendar month, the total monthly rent shall be pro-rata adjusted in accordance.

RESIDENTIAL LEASE AGREEMENT

This Residential Lease Agreement (the "Lease Agreement"), made and entered into this 1st day of August 2025, by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the Commonwealth of Kentucky, 200 East Main Street, Lexington, Kentucky 40507 ("Lessor") and **TERESA JILL FARMER of 3401 SHAMROCK LANE** ("Lessee").

RECITALS

WHEREAS, Section 21-32(c) of the Code of Ordinances of the Lexington-Fayette Urban County Government provides that houses, apartments and other living quarters managed by the Division of Parks and Recreation may be rented to individuals in accordance with written criteria approved by the commissioner of the Department of General Services with rental arrangements subject to the review and approval of the Chief Administrative Officer; and

WHEREAS, one of the houses to be rented is located at **3401 SHAMROCK LANE**; and

WHEREAS, Lessee is eligible to lease said rental property; and

WHEREAS, the Lessor and the Lessee wish to enter into this Lease Agreement defining their rights and responsibilities relating to the use and occupancy of said rental property, which is conditional upon Lessee's employment with the Division of Parks and Recreation in and about the rental property.

NOW THEREFORE, in consideration of the mutual agreements and covenants set forth below, the payment of rent in the amount specified below, and the further consideration hereinafter provided, the parties hereto agree as follows:

1. Premises: The Lessor does hereby let, lease and demise unto Lessee, and Lessee does hereby lease from Lessor, the house at **3401 SHAMROCK LANE**, including the land immediately surrounding the house, as living quarters (the "Premises").

2. Term: The term of the Lease Agreement will begin on **August 1, 2025**, and end on **June 30, 2026** (the "Term"). This Lease Agreement shall not automatically renew or convert to a month-to-month tenancy. Either party may terminate this Lease Agreement upon thirty (30) days prior written notice to the other party. Upon expiration or termination of this Lease Agreement, Lessee shall surrender possession as set out in paragraph 17 herein.

3. Monthly Rent: In accordance with the "Rent Schedule" set forth in Addendum A, which is attached hereto and incorporated by reference herein, Lessee shall pay **\$770.00** per month (the "Monthly Rent"), payable on or before the first day of each month (the "Due Date") during the Term of this Lease Agreement. Lessee shall pay

the Monthly Rent to the Division of Parks and Recreation at 469 Parkway Drive, Rental Office, Lexington, Kentucky 40504 on or before the 1st day of each month commencing **August 1, 2025**. Lessor shall consider the Monthly Rent received by mail after the due date as timely paid as long as it is post-marked by the Due Date.

4. Possession: Lessor shall be ready to deliver possession of the Premises to Lessee on the first day of the Term. If Lessor is unable to deliver possession due to circumstances beyond its control, Lessor shall have ten (10) days to remedy the situation and put Lessee into possession. If Lessor fails to do so, Lessee may immediately terminate this Lease Agreement.

5. Use of Premises: Lessee shall have the right to occupy and possess the Premises during this Term, or until the Lease Agreement is terminated as set out herein. Lessee shall use the Premises solely as a personal residence and for no other purpose, and shall be the only occupant unless there is written approval for each additional occupant from Lessor. Lessee shall not use the Premises or permit any guests or invitees to use the Premises for any unlawful activities or to unreasonably interfere with the use and/or peaceful enjoyment of the land surrounding the Premises.

In the event Lessee will be absent from the Premises for more than seven (7) days, Lessee shall notify Lessor. During such absence, Lessor may enter the Premises to inspect, maintain, or repair the property, or in case of emergency or as provided by law.

6. Utilities: Lessor is responsible for all utility bills, fees, and penalties incurred by the Premises during the Term. Lessee shall place all utility accounts in its name no later than the first day of the Term and shall maintain all utility accounts in its name through the final day of the Term, or until the Lease Agreement is terminated as set out herein. Lessee shall not install any equipment which will exceed or overload the capacity of any utility service provided to the Premises. If Lessee wishes to install any equipment that would cause the Premises to require additional utility capacity, it may do so at its own expense with written permission from Lessor.

7. Maintenance and Condition of Premises: Lessee has inspected the Premises and all improvements, facilities and equipment thereon or has had an opportunity to do so and agrees to accept the same, as is, without any agreements, representations, understandings or obligations on the part of the Lessor to perform any alterations, repairs, or improvements except as set out elsewhere in this Lease Agreement. Prior to occupancy, Lessee and Lessor shall sign a listing of the extent of then-existing damage that shall not be attributed to Lessee pursuant to paragraph 8 herein.

Lessee shall keep the Premises in a neat and clean condition, inside and out, ordinary wear and tear excepted, free from any accumulation of trash, garbage, waste, or debris. Lessee shall dispose of any accumulation of same in the manner required by the Code of Ordinances of Lexington-Fayette Urban County Government or other law. Lessee shall use no portion of the exterior areas for storage.

Lessee shall not alter or permit any alteration of the Premises, including but not limited to paint, wallpaper, structural alterations or removals, and additions of fixtures (including satellite dish receivers or window air conditioners), without the prior written permission of the Division Director. This clause pertains to any alterations made inside and outside the Premises, including changes to the surrounding land.

Lessee is responsible for grass and weed mowing and trimming, leaf removal, sidewalk shoveling, and related activities necessary to the reasonable upkeep of the Premises in compliance with all laws, ordinances, and regulations applicable to them.

Lessee may have guests; however, noise levels shall not violate Sections 14-70 through 14-80 of the Code of Ordinances, Lexington-Fayette Urban County Government.

Pets shall be permitted at the discretion of the Division Director.

Lessee is required to have the heat set at a minimum of 60 degrees at all times during the winter months, including travel or absence. This is to prevent pipes from freezing and breaking.

8. Repairs: Lessor, through the Division of Parks and Recreation, shall maintain the Premises in a fit and habitable condition, including without limitation: the roof, the foundation, and all electrical, plumbing, heating, ventilating, and air conditioning systems. All minor day-to-day maintenance shall be the responsibility of the Lessee. Lessee shall promptly notify Lessor in the event that any repairs or replacements are required on the Premises for which Lessor may be responsible under the terms of this Lease Agreement. Lessor shall repair or replace same in a timely manner as it deems necessary. Lessee shall indemnify Lessor and pay for any repairs, maintenance, or replacement to the Premises required in whole or in part as a result of Lessee's use of the Premises, ordinary wear and tear excepted. Lessee and Lessor each agree to repair the Premises in in compliance with all laws, ordinances, and regulations applicable to them.

Lessor shall not be liable for any damage caused by Lessee's failure to keep the Premises in good condition and repair and for damage caused by Lessee's failure to promptly notify Lessor of necessary repairs and replacements as required herein. Lessee shall be liable for all damage caused or occasioned by the action or inaction of the Lessee, and for all damage arising from the action or inaction of the Lessee's guests and invitees.

Lessee may repair or replace items on the Premises that would normally be the responsibility of Lessor to repair or replace if prior written approval is obtained from the Director of the Division of Parks and Recreation.

9. Right of Access: Lessor and its authorized agents shall have the right at all reasonable times, upon two (2) days' notice to Lessee, to enter into and upon the Premises for the purpose of inspecting, maintaining, and repairing the Premises.

Provided, however, that nothing herein shall prevent Lessor and its agents from entering the property at any time, with or without notice, in case of emergency, and as provided by law.

10. Assignment and Subletting: Lessee shall not assign, mortgage, pledge, hypothecate, encumber, or permit any lien to attach to the Premises or otherwise transfer this Lease Agreement or any interest hereunder, by operation of law or otherwise. Lessee shall not sublet the Premises or any part thereof or permit the use of the Premises by any person(s) other than Lessee.

11. Destruction of Premises: Should the Premises be destroyed or damaged by fire, tornado, or other casualty, Lessor may immediately cancel this Lease Agreement or make repairs and restoration, in its discretion.

12. Eminent Domain: In the event the Premises or any portion thereof shall at any time after the execution of this Lease Agreement be taken for public or quasi-public use or condemned under eminent domain, Lessee shall not be entitled to claim or have paid any compensation or damages whatsoever or on account of any loss, entry, damage, or taking of any right, interest, or estate of the Lessee, and Lessee hereby relinquishes to Lessor any rights to any such damages. Lessor shall be entitled to all compensation and damages due on account of and arising out of such taking or condemnation without deduction from the amount thereof for or on account of any right, title, interest, or estate of Lessee in or to said Premises. Should all of the Premises be taken by eminent domain, then this Lease Agreement shall be deemed terminated and Lessee shall be entitled to no damages or any consideration by reason of such taking.

13. Personal Property: All personal property that may be upon said Premises during the Term of this Lease Agreement shall be kept at the sole risk and responsibility of Lessee. It is recommended that Lessee maintain a policy of insurance to cover loss or damage to personal property during the entire period of occupancy. Any coverage shall fully waive rights of subrogation against Lessor.

14. Insurance: Lessee shall indemnify, save, and hold harmless Lessor from and against all claims and losses that occur on the Premises. Lessee further agrees to carry and pay for Renter's Liability Insurance in the amount of \$500,000.00, Combined Single Limits, including fire legal liability, with an insurance company authorized to do business in the Commonwealth of Kentucky, 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. The policy shall name the Lexington-Fayette Urban County Government as additional insured and shall be primary to any applicable insurance of Lessor. The insurance coverage shall fully waive rights of subrogation against Lessor. The certificate of insurance shall be provided to the Department of Human Resources – Risk Management, Safety and Loss Control of the Lexington-Fayette Urban County Government at 200 East Main Street, 10th Floor, Lexington, Kentucky 40507.

15. Default: In the event Lessee shall fail to comply with any provisions of this Lease Agreement, Lessor may terminate the lease pursuant to paragraph 16 herein and/or commence eviction proceeding in accordance with the laws of Kentucky. Lessor need not give Lessee any right to cure the default prior to such termination. Lessee shall surrender possession as set out in paragraph 17 herein.

16. Termination: The Lessor, through the Director of the Division of Parks and Recreation, may terminate the lease and any right of possession, for any reason or no reason, upon thirty (30) days written notice. Lessor, through the Director of the Division of Parks and Recreation, may immediately terminate the lease, and any right of possession, upon forty-eight (48) hours written notice if it determines that Lessee has conducted or is conducting any illegal activity on or about the Premises, or that Lessee has inflicted or is inflicting intentional damage on the Premises.

17. Return of Possession: At the expiration or sooner termination of this Lease Agreement or Lessee's right of possession, Lessee shall surrender possession of the Premises in the same condition as when received, ordinary wear and tear excepted, and shall peaceably surrender all keys to Lessor, advise Lessor as to the combination of any locks remaining in the Premises, and remove all personal property from the Premises. If Lessee fails to remove any items from the Premises as required hereunder, such items shall become the property of Lessor as if conveyed by bill of sale without payment by Lessor or, should Lessor decide to reject ownership of such items, may be removed from the Premises at Lessee's expense, payable upon demand, and be stored or disposed of in Lessor's absolute discretion. Lessor shall have no duty to preserve, protect, guard, or keep such personal property.

Upon Lessee's failure to vacate the Premises, Lessor may take all steps necessary to remove Lessee and his property as provided by law, and Lessee shall acquire no additional rights nor extension of the Term by reason of such holding over. In addition to all remedies provided by law, Lessee shall pay a pro-rata sum as Monthly Rent and other actual damages suffered by Lessor.

Upon ten (10) days absence by Lessee with Monthly Rent unpaid or the removal of a substantial portion of Lessee's personal property without explanation or notice to Lessor shall be deemed an abandonment of the Premises by Lessee. In such event, Lessor may re-enter the Premises immediately, take all action necessary to remove remaining personal property and belongings of Lessee, and re-let the Premises, without notice and without responsibility for damages resulting therefrom.

18. Entire Agreement; Amendments: This Lease Agreement contains the entire agreement and understanding between the parties regarding the Premises and is subject to no agreements, conditions, or representations that are not set forth herein. No amendments to this Lease Agreement shall be binding upon either party hereto until such amendment is reduced to writing and executed by both parties.

19. Severability: If any clause, provision, or section of this Lease Agreement is ruled invalid or unenforceable by any court of competent jurisdiction, the invalidity or unenforceability of such clause, provision, or section shall not affect any of the remaining clauses, provisions, or sections hereof.

20. Notices: The agent of Lessor, for purposes of this Lease Agreement, shall be the Director of the Division of Parks and Recreation, whose offices are located at 469 Parkway Drive, Lexington, Kentucky 40504. All notices or consent required to be given by or on behalf of either party shall be in writing and shall be sufficiently given, and shall be deemed given when delivered or mailed by certified mail, postage prepaid, return receipt requested, to Lessor at the address set out in this paragraph and to Lessee at the address first set out herein.

21. Waiver: No waiver of any condition or legal right or remedy shall be implied by failure of Lessor to declare a default and no waiver shall be valid unless it be in writing and signed by the party so waiving.

22. Jurisdiction and Venue: This Lease Agreement will be interpreted and enforced in accordance with the laws of Kentucky. All issues arising from this Lease Agreement shall be resolved in a court of competent jurisdiction in Fayette County, Kentucky.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Lease Agreement to be executed as of the date first above written.

LESSOR:

LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT

BY: 
LINDA GORTON, MAYOR

DATE: 9/2/2022

LESSEE:

SIGNATURE: 

NAME: Teresa Jill Farmer

DATE: 7/29/25

ADDENDUM A

RENT SCHEDULE

Fiscal Year	Annual Rent	Monthly Rent	Monthly Utility Adjustment	Adjusted Monthly Rent
2026	\$9,240.00	\$630.00	\$140.00	\$770.00

A.1 Monthly Rent. Lessee is essential to Park operation. Lessee shall pay to Lessor as a portion of rent for the Premises the sum specified above in Monthly Rent column. If the lease term commences on a day other than the first day of a calendar month or expires on a day other than the last day of a calendar month, the base rent installment for such first or last month shall be prorated.

A.2 Utility Adjustment for unmetered services (if applicable). Lessee shall pay to Lessor as additional monthly rent the pro-rata portion as specified below for shared utility services that are not separately metered for the Premises.

Electricity:	(\$0.00)
Natural Gas:	(\$95.00)
Water:	(\$45.00)
TOTAL MONTHLY ADJUSTMENT:	(\$140.00)

A.3 Adjusted Monthly Rent. Lessee shall pay to Lessor as the total Adjusted Monthly Rent the sum as specified above in Monthly Rent column. If the lease term commences on a day other than the first day of a calendar month or expires on a day other than the last day of a calendar month, the total monthly rent shall be pro-rata adjusted in accordance.

RESIDENTIAL LEASE AGREEMENT

This Residential Lease Agreement (the "Lease Agreement"), made and entered into this 1st day of August, 2025, by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the Commonwealth of Kentucky, 200 East Main Street, Lexington, Kentucky 40507 ("Lessor") and **ADA WILLIAMSON of 4051 Richmond Road** ("Lessee").

RECITALS

WHEREAS, Section 21-32(c) of the Code of Ordinances of the Lexington-Fayette Urban County Government provides that houses, apartments and other living quarters managed by the Division of Parks and Recreation may be rented to individuals in accordance with written criteria approved by the commissioner of the Department of General Services with rental arrangements subject to the review and approval of the Chief Administrative Officer; and

WHEREAS, one of the houses to be rented is located at **4051 Richmond Road**; and

WHEREAS, Lessee is eligible to lease said rental property; and

WHEREAS, the Lessor and the Lessee wish to enter into this Lease Agreement defining their rights and responsibilities relating to the use and occupancy of said rental property, which is conditional upon Lessee's employment with the Division of Parks and Recreation in and about the rental property.

NOW THEREFORE, in consideration of the mutual agreements and covenants set forth below, the payment of rent in the amount specified below, and the further consideration hereinafter provided, the parties hereto agree as follows:

1. **Premises:** The Lessor does hereby let, lease and demise unto Lessee, and Lessee does hereby lease from Lessor, the house at **4051 Richmond Road**, including the land immediately surrounding the house, as living quarters (the "Premises").

2. **Term:** The term of the Lease Agreement will begin on **August 1, 2025**, and end on **June 30, 2026** (the "Term"). This Lease Agreement shall not automatically renew or convert to a month-to-month tenancy. Either party may terminate this Lease Agreement upon thirty (30) days prior written notice to the other party. Upon expiration or termination of this Lease Agreement, Lessee shall surrender possession as set out in paragraph 17 herein.

3. **Monthly Rent:** In accordance with the "Rent Schedule" set forth in Addendum A, which is attached hereto and incorporated by reference herein, Lessee shall pay **\$203.50** per month (the "Monthly Rent"), payable on or before the first day of each month (the "Due Date") during the Term of this Lease Agreement. Lessee shall pay

the Monthly Rent to the Division of Parks and Recreation at 469 Parkway Drive, Rental Office, Lexington, Kentucky 40504 on or before the 1st day of each month commencing **August 1, 2025**. Lessor shall consider the Monthly Rent received by mail after the due date as timely paid as long as it is post-marked by the Due Date.

4. Possession: Lessor shall be ready to deliver possession of the Premises to Lessee on the first day of the Term. If Lessor is unable to deliver possession due to circumstances beyond its control, Lessor shall have ten (10) days to remedy the situation and put Lessee into possession. If Lessor fails to do so, Lessee may immediately terminate this Lease Agreement.

5. Use of Premises: Lessee shall have the right to occupy and possess the Premises during this Term, or until the Lease Agreement is terminated as set out herein. Lessee shall use the Premises solely as a personal residence and for no other purpose, and shall be the only occupant unless there is written approval for each additional occupant from Lessor. Lessee shall not use the Premises or permit any guests or invitees to use the Premises for any unlawful activities or to unreasonably interfere with the use and/or peaceful enjoyment of the land surrounding the Premises.

In the event Lessee will be absent from the Premises for more than seven (7) days, Lessee shall notify Lessor. During such absence, Lessor may enter the Premises to inspect, maintain, or repair the property, or in case of emergency or as provided by law.

6. Utilities: Lessor is responsible for all utility bills, fees, and penalties incurred by the Premises during the Term. Lessee shall place all utility accounts in its name no later than the first day of the Term and shall maintain all utility accounts in its name through the final day of the Term, or until the Lease Agreement is terminated as set out herein. Lessee shall not install any equipment which will exceed or overload the capacity of any utility service provided to the Premises. If Lessee wishes to install any equipment that would cause the Premises to require additional utility capacity, it may do so at its own expense with written permission from Lessor.

7. Maintenance and Condition of Premises: Lessee has inspected the Premises and all improvements, facilities and equipment thereon or has had an opportunity to do so and agrees to accept the same, as is, without any agreements, representations, understandings or obligations on the part of the Lessor to perform any alterations, repairs, or improvements except as set out elsewhere in this Lease Agreement. Prior to occupancy, Lessee and Lessor shall sign a listing of the extent of then-existing damage that shall not be attributed to Lessee pursuant to paragraph 8 herein.

Lessee shall keep the Premises in a neat and clean condition, inside and out, ordinary wear and tear excepted, free from any accumulation of trash, garbage, waste, or debris. Lessee shall dispose of any accumulation of same in the manner required by the Code of Ordinances of Lexington-Fayette Urban County Government or other law. Lessee shall use no portion of the exterior areas for storage.

Lessee shall not alter or permit any alteration of the Premises, including but not limited to paint, wallpaper, structural alterations or removals, and additions of fixtures (including satellite dish receivers or window air conditioners), without the prior written permission of the Division Director. This clause pertains to any alterations made inside and outside the Premises, including changes to the surrounding land.

Lessee is responsible for grass and weed mowing and trimming, leaf removal, sidewalk shoveling, and related activities necessary to the reasonable upkeep of the Premises in compliance with all laws, ordinances, and regulations applicable to them.

Lessee may have guests; however, noise levels shall not violate Sections 14-70 through 14-80 of the Code of Ordinances, Lexington-Fayette Urban County Government.

Pets shall be permitted at the discretion of the Division Director.

Lessee is required to have the heat set at a minimum of 60 degrees at all times during the winter months, including travel or absence. This is to prevent pipes from freezing and breaking.

8. Repairs: Lessor, through the Division of Parks and Recreation, shall maintain the Premises in a fit and habitable condition, including without limitation: the roof, the foundation, and all electrical, plumbing, heating, ventilating, and air conditioning systems. All minor day-to-day maintenance shall be the responsibility of the Lessee. Lessee shall promptly notify Lessor in the event that any repairs or replacements are required on the Premises for which Lessor may be responsible under the terms of this Lease Agreement. Lessor shall repair or replace same in a timely manner as it deems necessary. Lessee shall indemnify Lessor and pay for any repairs, maintenance, or replacement to the Premises required in whole or in part as a result of Lessee's use of the Premises, ordinary wear and tear excepted. Lessee and Lessor each agree to repair the Premises in compliance with all laws, ordinances, and regulations applicable to them.

Lessor shall not be liable for any damage caused by Lessee's failure to keep the Premises in good condition and repair and for damage caused by Lessee's failure to promptly notify Lessor of necessary repairs and replacements as required herein. Lessee shall be liable for all damage caused or occasioned by the action or inaction of the Lessee, and for all damage arising from the action or inaction of the Lessee's guests and invitees.

Lessee may repair or replace items on the Premises that would normally be the responsibility of Lessor to repair or replace if prior written approval is obtained from the Director of the Division of Parks and Recreation.

9. Right of Access: Lessor and its authorized agents shall have the right at all reasonable times, upon two (2) days' notice to Lessee, to enter into and upon the Premises for the purpose of inspecting, maintaining, and repairing the Premises.

Provided, however, that nothing herein shall prevent Lessor and its agents from entering the property at any time, with or without notice, in case of emergency, and as provided by law.

10. Assignment and Subletting: Lessee shall not assign, mortgage, pledge, hypothecate, encumber, or permit any lien to attach to the Premises or otherwise transfer this Lease Agreement or any interest hereunder, by operation of law or otherwise. Lessee shall not sublet the Premises or any part thereof or permit the use of the Premises by any person(s) other than Lessee.

11. Destruction of Premises: Should the Premises be destroyed or damaged by fire, tornado, or other casualty, Lessor may immediately cancel this Lease Agreement or make repairs and restoration, in its discretion.

12. Eminent Domain: In the event the Premises or any portion thereof shall at any time after the execution of this Lease Agreement be taken for public or quasi-public use or condemned under eminent domain, Lessee shall not be entitled to claim or have paid any compensation or damages whatsoever or on account of any loss, entry, damage, or taking of any right, interest, or estate of the Lessee, and Lessee hereby relinquishes to Lessor any rights to any such damages. Lessor shall be entitled to all compensation and damages due on account of and arising out of such taking or condemnation without deduction from the amount thereof for or on account of any right, title, interest, or estate of Lessee in or to said Premises. Should all of the Premises be taken by eminent domain, then this Lease Agreement shall be deemed terminated and Lessee shall be entitled to no damages or any consideration by reason of such taking.

13. Personal Property: All personal property that may be upon said Premises during the Term of this Lease Agreement shall be kept at the sole risk and responsibility of Lessee. It is recommended that Lessee maintain a policy of insurance to cover loss or damage to personal property during the entire period of occupancy. Any coverage shall fully waive rights of subrogation against Lessor.

14. Insurance: Lessee shall indemnify, save, and hold harmless Lessor from and against all claims and losses that occur on the Premises. Lessee further agrees to carry and pay for Renter's Liability Insurance in the amount of \$500,000.00, Combined Single Limits, including fire legal liability, with an insurance company authorized to do business in the Commonwealth of Kentucky, 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. The policy shall name the Lexington-Fayette Urban County Government as additional insured and shall be primary to any applicable insurance of Lessor. The insurance coverage shall fully waive rights of subrogation against Lessor. The certificate of insurance shall be provided to the Department of Human Resources – Risk Management, Safety and Loss Control of the Lexington-Fayette Urban County Government at 200 East Main Street, 10th Floor, Lexington, Kentucky 40507.

15. Default: In the event Lessee shall fail to comply with any provisions of this Lease Agreement, Lessor may terminate the lease pursuant to paragraph 16 herein and/or commence eviction proceeding in accordance with the laws of Kentucky. Lessor need not give Lessee any right to cure the default prior to such termination. Lessee shall surrender possession as set out in paragraph 17 herein.

16. Termination: The Lessor, through the Director of the Division of Parks and Recreation, may terminate the lease and any right of possession, for any reason or no reason, upon thirty (30) days written notice. Lessor, through the Director of the Division of Parks and Recreation, may immediately terminate the lease, and any right of possession, upon forty-eight (48) hours written notice if it determines that Lessee has conducted or is conducting any illegal activity on or about the Premises, or that Lessee has inflicted or is inflicting intentional damage on the Premises.

17. Return of Possession: At the expiration or sooner termination of this Lease Agreement or Lessee's right of possession, Lessee shall surrender possession of the Premises in the same condition as when received, ordinary wear and tear excepted, and shall peaceably surrender all keys to Lessor, advise Lessor as to the combination of any locks remaining in the Premises, and remove all personal property from the Premises. If Lessee fails to remove any items from the Premises as required hereunder, such items shall become the property of Lessor as if conveyed by bill of sale without payment by Lessor or, should Lessor decide to reject ownership of such items, may be removed from the Premises at Lessee's expense, payable upon demand, and be stored or disposed of in Lessor's absolute discretion. Lessor shall have no duty to preserve, protect, guard, or keep such personal property.

Upon Lessee's failure to vacate the Premises, Lessor may take all steps necessary to remove Lessee and his property as provided by law, and Lessee shall acquire no additional rights nor extension of the Term by reason of such holding over. In addition to all remedies provided by law, Lessee shall pay a pro-rata sum as Monthly Rent and other actual damages suffered by Lessor.

Upon ten (10) days absence by Lessee with Monthly Rent unpaid or the removal of a substantial portion of Lessee's personal property without explanation or notice to Lessor shall be deemed an abandonment of the Premises by Lessee. In such event, Lessor may re-enter the Premises immediately, take all action necessary to remove remaining personal property and belongings of Lessee, and re-let the Premises, without notice and without responsibility for damages resulting therefrom.

18. Entire Agreement; Amendments: This Lease Agreement contains the entire agreement and understanding between the parties regarding the Premises and is subject to no agreements, conditions, or representations that are not set forth herein. No amendments to this Lease Agreement shall be binding upon either party hereto until such amendment is reduced to writing and executed by both parties.

19. Severability: If any clause, provision, or section of this Lease Agreement is ruled invalid or unenforceable by any court of competent jurisdiction, the invalidity or unenforceability of such clause, provision, or section shall not affect any of the remaining clauses, provisions, or sections hereof.

20. Notices: The agent of Lessor, for purposes of this Lease Agreement, shall be the Director of the Division of Parks and Recreation, whose offices are located at 469 Parkway Drive, Lexington, Kentucky 40504. All notices or consent required to be given by or on behalf of either party shall be in writing and shall be sufficiently given, and shall be deemed given when delivered or mailed by certified mail, postage prepaid, return receipt requested, to Lessor at the address set out in this paragraph and to Lessee at the address first set out herein.

21. Waiver: No waiver of any condition or legal right or remedy shall be implied by failure of Lessor to declare a default and no waiver shall be valid unless it be in writing and signed by the party so waiving.

22. Jurisdiction and Venue: This Lease Agreement will be interpreted and enforced in accordance with the laws of Kentucky. All issues arising from this Lease Agreement shall be resolved in a court of competent jurisdiction in Fayette County, Kentucky.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Lease Agreement to be executed as of the date first above written.

LESSOR:

LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT

BY: *Linda Gorton*
LINDA GORTON, MAYOR

DATE: 9/2/2025

LESSEE:

SIGNATURE: *Mark Williamson / POA*

NAME: Mark Williamson

DATE: 30 July 2025

ADDENDUM A

RENT SCHEDULE

Fiscal Year	Annual Rent	Monthly Rent	Monthly Utility Adjustment	Adjusted Monthly Rent
2026	\$2,442.00	\$158.50	\$45.00	\$203.50

A.1 Monthly Rent. Lessee is essential to Park operation. Lessee shall pay to Lessor as a portion of rent for the Premises the sum specified above in Monthly Rent column. If the lease term commences on a day other than the first day of a calendar month or expires on a day other than the last day of a calendar month, the base rent installment for such first or last month shall be prorated.

A.2 Utility Adjustment for unmetered services (if applicable). Lessee shall pay to Lessor as additional monthly rent the pro-rata portion as specified below for shared utility services that are not separately metered for the Premises.

Electricity:	(\$0.00)
Natural Gas:	(\$0.00)
Water:	(\$45.00)
TOTAL MONTHLY ADJUSTMENT:	(\$45.00)

A.3 Adjusted Monthly Rent. Lessee shall pay to Lessor as the total Adjusted Monthly Rent the sum as specified above in Monthly Rent column. If the lease term commences on a day other than the first day of a calendar month or expires on a day other than the last day of a calendar month, the total monthly rent shall be pro-rata adjusted in accordance.

Kentucky Power of Attorney

Power of Attorney Effective Date: 06 / 08 / 2021

I Ada Williamson (Legal Name)
 A resident of Lexington (city), Kentucky
 Located at Po Bx 55421 Lexington ,Ky 40555 (Address, City, State, Zip Code)
 Do Hereby Appoint Mark Williamson (Legal Name)
 A resident of Lexington (city), Kentucky
 Located at 637 Elk Lake Dr Lexington ,Ky 40517 (Address, City, State, Zip Code)

As my attorney-in-Fact,

My attorney-in fact my act on my behalf for the following purpose(s): (INITIAL)

(AW) Real Estate Transactions
 (AW) Stock and Bond Transactions
 (AW) Commodity and Option Transactions
 (AW) Tangible Personal Property Transactions
 (AW) Banking and Other Financial Institution Transactions, Safety Deposit Box(s)
 (AW) Business Operating Transactions
 (AW) Insurance and annuity Transactions
 (AW) Estate, Trust, and other Beneficiary Transactions
 (AW) Claims and Litigation
 (AW) Personal and Family Maintenance
 (AW) Benefits from Social Security, Medicare, Medicaid, or Other Government Programs
 (AW) Retirement Plan Transactions
 (AW) Tax Matters, including any Transactions with the Internal Revenue Service
 (AW) Decisions Regarding Lifesavings and Life Prolonging Medical Treatment

(AW) Hospitalization, Institutionalization in a nursing home or other facility and Home Health Care

(AW) All OF THE ABOVE POWERS, INCLUDING FINANCIAL AND HALTH CARE DECISIONS This Power of attorney shall take effect on the above-mentioned effective date and will Continue Indefinitely or until revoked by me or by my death.

I do hereby grant my attorney in fact complete authority to act in any reasonable manner that is necessary to execute the above-mentioned powers that are granted.

I agree that any third party who given a copy of this power of attorney may act relying on it. I also agree that revocation of this power of attorney is effective as to a third party only upon receipt of actual notice by the third party. I agree to indemnify the third party for any loss that may be suffered while carrying out this power of attorney.

Signature & Acknowledgement

This contract shall be governed by the laws of the State of Kentucky in Fayette County and any Applicable Federal Law.

Ada Williams Date: 6-8-21
Signature

By accepting this appointment and acting under it, I the Attorney-in-fact (*Agent*) do hereby assume the legal responsibilities of an agent.

Ada Williams Date: 14 June 2021
Signature of Attorney-in-Fact

John W. Kain 06/08/2021 Darrell Hilliard 6-8-2021
Witness Signature #1 Date Witness Signature #2 Date

State of Kentucky County of Fayette

The Forgoing document was acknowledged before

Me 8th day of June, 2021

By _____

Kathy McAfee
Notary Public signature



My Commission Expires

4-9-2024



Lexington-Fayette Urban County Government Master

200 E. Main St
Lexington, KY 40507

File Number: 0735-25

File ID: 0735-25

Type: Resolution

Status: Approved

Version: 1

Contract #:

In Control: Urban County
Council

File Created: 08/05/2025

File Name: Release of Easement Winners Circle

Final Action: 09/11/2025

Title: A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute a Partial Release of Easement, releasing a portion of a sanitary sewer easement on the property located at 1504 Winners Circle. [Div. of Water Quality, Martin]

Notes: RIO 9/9/2025. MS

Sponsors:

Enactment Date: 09/11/2025

Attachments: Blue Sheet Memo, 1504 WinnersCir Map, 1504
Winners Circle, RESO 735-25- Partial release of
easement at 1504 Winners Circle 4911-0127-9586
v.1.docx

Enactment Number: R-405-2025

Deed #:

Hearing Date:

Drafter: Christina King/ Debbie Barnett

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	08/19/2025	Approved and Referred to Docket	Urban County Council	08/28/2025		Pass
1	Urban County Council	08/28/2025	Received First Reading	Urban County Council	09/11/2025		
1	Urban County Council	09/11/2025	Approved				Pass

Text of Legislative File 0735-25

Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute a Partial Release of Easement, releasing a portion of a sanitary sewer easement on the property located at 1504 Winners Circle. [Div. of Water Quality, Martin]

Summary

Authorization to approve the partial release of a sanitary easement at 1504 Winners Circle.

The easement is no longer needed. No Budgetary impact. (L0735-25)(Martin/Albright)

Budgetary Implications [select]: N/A

Advance Document Review:

Law: Yes Evan Thompson 07/18/2025

Risk Management: No

Fully Budgeted [select]: N/A

Account Number:

This Fiscal Year Impact: \$

Annual Impact: \$

Project:

Activity:

Budget Reference:

Current Balance:



TO: Mayor Linda Gorton
Urban County Council

FROM: Gregory S. Lubeck, P.E., Deputy Director
Division of Water Quality

DATE: July 24, 2025

SUBJECT: PARTIAL RELEASE OF A SANITARY EASEMENT AT 1504 WINNERS CIRCLE

Request

The purpose of this memorandum is to request a resolution authorizing the Mayor on behalf of the Lexington-Fayette Urban County Government to execute a partial release of a sanitary easement at 1504 Winners Circle.

Purpose of Request

The easement is no longer needed.

Project Cost in FY25

There is no cost with this request.

Project Cost Impact for Future Budget Years

There is no projected future cost.

Are Funds Budgeted

N/A.

Law Review

E. Thompson, 07/18/2025.

Martin/Albright

DRB

cc: Debbie R Barnett
Gregory Lubeck, PE





PARTIAL RELEASE OF EASEMENT

THIS PARTIAL RELEASE OF EASEMENTS, is made and entered into this ____ day of ____, 2025, by and between (i) the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, an urban county government pursuant to Chapter 67A of the Kentucky Revised Statutes, having its address at 200 East Main Street, Lexington, Kentucky 40507 (the “LFUCG”), and (ii) Easley and Faust Properties, LLC, whose mailing address is 2692 Richmond Road, Ste. 220, Lexington, KY 40509, (the “Owner”).

WITNESSETH:

WHEREAS, through a certain Plat of Record for The Silks Club (Formerly Lexingtonian Estates) 3298 & 3330 Versailles Road and 1500 -1561 winners Circle, of record in Plat Cabinet “S”, Slide 16 in the Fayette County Clerk’s Office (the “Plat”), LFUCG acquired a Sanitary Sewer Easement over a portion of 1504 Winners Circle (referred to herein as the “Easement”); and

WHEREAS, the real property currently encumbered by the Easements is owned by Owner and located in Fayette County, Kentucky and such real property is more particularly described as follows, to-wit:

COMMENCING AT THE POINT OF INTERSECTION of the northwestern right-of-way of Winners Circle (a private street) and the common line of Lot 47 and Lot 1 (known as 1500 and 1504 Winners Circle) located in The Silks Club (Formerly Lexingtonian Estates) 3298 & 3330 Versailles Road and 1500 -1561 winners Circle of record.in Plat Cabinet S, Slide 16 in the Fayette County Clerk's Office; thence leaving said right-of-way line, South 89 degrees 16 minutes 39 seconds West, 33.95 feet to the edge of a sanitary sewer easement being the **TRUE POINT OF BEGINNING**; thence with said easement South 20 degrees 07 minutes 56 seconds West, 38.08 feet to a point; thence South 43 degrees 19 minutes 54 seconds West, 60.42 feet to a point; thence North 46 degrees 40 minutes 06 seconds West, 15.00 feet to a point; thence North 43 degrees 19 minutes 54 seconds East, 95.42 feet to the **POINT OF BEGINNING** and containing 1,169 square feet.

WHEREAS, a portion of the Easement is no longer necessary as the sanitary sewer line has been abandoned. The portion of the Easement to be released is shown within the crosshatched areas shown on Exhibit "A" attached hereto and incorporated herein by this reference (the "Released Easement"); and

WHEREAS, the Released Easement is no longer required by LFUCG and LFUCG desires to release and extinguish its interest in and to such Released Easement but not with respect to the remainder of the original Easements on the Amended Plat.

NOW THEREFORE, for and in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the LFUCG hereby releases unto the Owner all of its right, title and interest in and to the Released Easement, as shown on Exhibit "A".

It is the intention of the LFUCG to forever extinguish its interest in the Released Easement and the Owner, its successors and assigns forever, shall hereafter have and enjoy said property free and discharged from the interests of the LFUCG as to the Released Easement; provided, however, that this Partial Release of Easement shall not extinguish the interest of the LFUCG in the remaining Easements as depicted on the Amended Plat.

IN WITNESS WHEREOF, the LFUCG has hereunto executed this Partial Release of Sanitary Sewer Easement on this the day and year first above written.

EASLEY AND FAUST PROPERTIES, LLC



JOHN WICKLIFFE FAUST, MEMBER

LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT

Mayor

STATE OF KENTUCKY)
)
COUNTY OF FAYETTE)

The foregoing instrument was acknowledged before me by John Wickliffe Faust, Member of Easley and Faust Properties, LLC, on behalf of said limited liability company, on this 1st day of July, 2025.

My Commission Expires:

10-17-28


NOTARY PUBLIC, KENTUCKY,
STATE AT LARGE

BERNARD FLEETWOOD LOVELY
NOTARY PUBLIC
COMMONWEALTH OF KENTUCKY
COMM. # KYNP16261
MY COMMISSION EXPIRES OCTOBER 17, 2028

STATE OF KENTUCKY)
)
COUNTY OF FAYETTE)

The foregoing instrument was acknowledged before me by _____, as Mayor of Lexington Fayette Urban County Government, on behalf of said government, on this ____ day of July, 2025.

My Commission Expires: _____

NOTARY PUBLIC, KENTUCKY,
STATE AT LARGE

THIS INSTRUMENT
PREPARED BY:

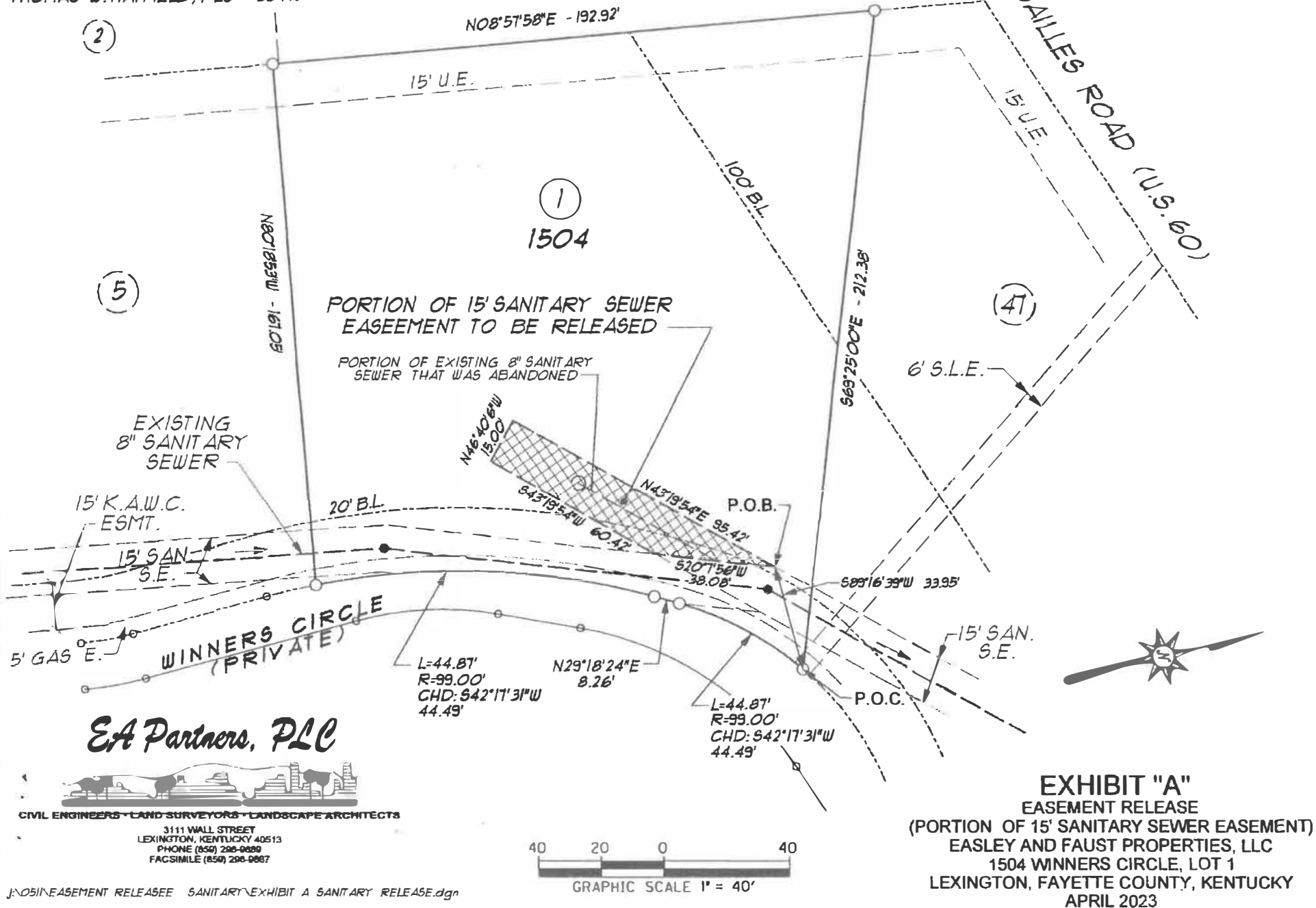


BERNARD F. LOVELY
Gess, Mattingly & Atchison P.S.C.
201 West Short Street, Suite 102
Lexington, Kentucky 40507
(859) 252-9000

PARENT DOCUMENTS: PLAT CABINET "S", SLIDE 16
DEED BOOK 3553, PAGE 346

WELLESLEY HEIGHTS
UNIT 1-A
P.C. "C", SL. 781

THIS DOCUMENT WAS PREPARED BY:
THOMAS W. HATFIELD, PLS. # 3547.



RESOLUTION NO. _____ – 2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A PARTIAL RELEASE OF EASEMENT, RELEASING A PORTION OF A SANITARY SEWER EASEMENT ON THE PROPERTY LOCATED AT 1504 WINNERS CIRCLE.

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 a Partial Release of Easement, which is attached hereto and incorporated herein by reference, releasing a portion of a sanitary sewer easement on the property located at 1504 Winners Circle.

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

PASSED URBAN COUNTY COUNCIL:

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL
0735-25:EPT_4911-0127-9586, v. 1



Lexington-Fayette Urban County Government Master

200 E. Main St
Lexington, KY 40507

File Number: 0738-25

File ID: 0738-25

Type: Resolution

Status: Approved

Version: 1

Contract #: 232-2025

In Control: Urban County
Council

File Created: 08/05/2025

File Name: Meadowbrook Golf Course Lease Agreement with
FCPS

Final Action: 08/28/2025

Title: A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute a Lease Agreement with the Board of Education of Fayette County, Ky., to lease a twenty-five (25) acre portion of Southern Middle School, for Meadowbrook Golf Course, from the date of execution through June 30, 2026, at a cost not to exceed one dollar (\$1.00). [Div. of Parks and Recreation, Conrad]

Notes: RIO 8/14/2025. MS

SAF in the CCO. RETURNED via scans to Roger Daman 8/29/2025. MS

Sponsors:

Enactment Date: 08/28/2025

Attachments: Meadowbrook Golf Course Lease Agreement with
FCPS Memo - 2025 - Signed, Lease Agreement For
Meadowbrook Golf Course, RESO 0738-25
4912-7220-0802 v.1.docx, R-399-2025, Contract
#232-2025

Enactment Number: R-399-2025

Deed #:

Hearing Date:

Drafter: Roger Daman

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	08/19/2025	Approved and Referred to Docket	Urban County Council	08/28/2025		Pass
1	Urban County Council	08/28/2025	Received First Reading	Urban County Council	08/28/2025		
1	Urban County Council	08/28/2025	Suspended Rules for Second Reading				Pass
1	Urban County Council	08/28/2025	Approved				Pass

Text of Legislative File 0738-25

Title

A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute

a Lease Agreement with the Board of Education of Fayette County, Ky., to lease a twenty-five (25) acre portion of Southern Middle School, for Meadowbrook Golf Course, from the date of execution through June 30, 2026, at a cost not to exceed one dollar (\$1.00). [Div. of Parks and Recreation, Conrad]

Summary

Authorization to execute lease Agreement with the Board of Education of Fayette County, KY, to lease a twenty-five (25) acre portion of Southern Middle School for one dollar (\$1.00) from the date of execution through June 30, 2026. Funds are Budgeted. (L0738-25) (Conrad/Ford)

Budgetary Implications [select]: No

Advance Document Review:

Law: Yes, Completed by Ashleigh Bailey, 12/6/2023

Risk Management: No

Fully Budgeted [select]: Yes

Account Number: Meadowbrook Operating - 1101-707606-7647-75101-766

This Fiscal Year Impact: \$1

Annual Impact: N/A

Project:

Activity:

Budget Reference:

Current Balance: \$1,375.54



TO: Mayor Linda Gorton
Honorable Members, Urban County Council

FROM: 
Monica Conrad, Director, Parks and Recreation

DATE: August 5, 2025

SUBJECT: Meadowbrook Golf Course Lease Agreement with Fayette County Public Schools

Request:

Request Council Authorization for the Mayor to execute Lease Agreement with the Board of Education of Fayette County, KY, to lease a Twenty-Five (25) acre portion of Southern Middle School for One (\$1.00) Dollar from the date of execution through June 30, 2026.

Purpose:

This Lease Agreement with Fayette County Public Schools provides access to a portion of the Southern Middle School property to allow public recreation for golf.

Budgetary Implication: \$1

Are the funds budgeted?

Yes - 1101-707606- 7647-75101-766

File Number: 0738-25

Director/Commissioner: Monica Conrad/Chris Ford





Fayette County Public Schools

Executive Summary Fayette County Public Schools Board Meeting Agenda Item

MEETING: Regular

DATE: 7/14/2025

TOPIC: Lease Agreement for Meadowbrook Golf Course

PREPARED BY: Myron Thompson, Chief Operating Officer

Recommended Action on: 7/28/2025

Action Item for Vote (REGULAR MEETING)

Superintendent Prior Approval: Yes

Recommendation/Motion: A motion is in order to approve the lease agreement with Lexington-Fayette Urban County Government for Meadowbrook Golf Course.

Background/Rationale: For several decades the Board of Education has leased land behind Southern Middle School to Lexington-Fayette Urban County Government to administer an 18 Hole / Par 3 Golf Course. This is the only short course in the city and provides tremendous recreation opportunities for citizens.

Strategic Priority:

- ☐ Student Achievement ☐ Diversity, Equity, Inclusion & Belonging
- ☐ Highly Effective & Culturally Responsive Workforce
- ☒ Stakeholder Engagement & Outreach ☒ Organizational Health & Efficiency

Data Considerations:

POLICY: 01.1

Fiscal Impact: \$1

Attachments(s): Lease Agreement

LEASE AGREEMENT

THIS AGREEMENT, made and entered into this the ____ of June, 2025, by and between the BOARD OF EDUCATION OF FAYETTE COUNTY, KENTUCKY, Party of the First Part, of 450 Park Place, Lexington, Kentucky 40511, and LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, an Urban County Government, Party of the Second Part, of 200 East Main Street, Lexington, Kentucky 40507.

WITNESSETH:

The Party of the First Part does hereby lease to the Party of the Second Part, the premises hereinafter described, for the period of 12 months hereof and covenants to keep party of the Second Part in quiet possession of the premises during said term. The said property is to be used a public golf course and for other recreational purposes and not otherwise. The premises are described as follows, to-wit:

The rear Twenty-Five (25) acre portion, which sets back Three Hundred (300) feet from the rear building line of the Southern Middle School, of the tract or parcel of land in the County of Fayette and State of Kentucky, about four miles South of the City of Lexington, on the (Downing & Wilson Turnpike), described as follow to-wit:

Beginning at a point on the edge of said Pike at the corner of the land of William Cassell; thence with said road N. 61-39 W. 87.36 poles to a stake corner to the 19.21 acres allotted to James Maccoun; thence with said tract S. 25-32 W. 101.81 poles to an elm tree, corner to Mrs. Cassell on said Turnpike; thence with her line S. 71-1/2 E. 20.21 poles to an angle in the stone fence corner to Mrs. Cassell; thence again with her line S. 65 E 45.5 poles to a stone, another corner to Mrs. Cassell; thence N. 32 E 113.1 poles to the beginning, containing 50.04 acres; and being the rear Twenty-Five acre portion of the same property conveyed to the Board of Education of Fayette County, Kentucky, from T. J. Broadus and Willie Mae Broadus, his wife, by deed of conveyance dated the 27th day of May, 1965, and of record in the Fayette County Court Clerk's Office in Deed Book 831, Page 255

In consideration whereof, the party of the second part binds itself to pay for the same the sum of One (\$1.00) Dollar, per term of the lease, payable in advance and to take good care of the premises and return the same at the expiration of said term, in as good order as received, ordinary wear and tear expected.

The following additional stipulations are hereby declared to be a part of this lease:

- 1. That the period of this Lease Agreement is from the date of execution of this agreement through June 30th, 2026.**
- 2. Either party may terminate this Lease Agreement upon thirty (30) days written notice to the other party of a desire to terminate same and the posting of such a notice by either party to the other, postage prepaid in the United States mail shall**

be sufficient to terminate the same thirty (30) days from the date upon which the written notice was mailed.

3. The within described premises shall not be underlet, unless with written permission of the party of the First Part.
4. The party of the Second Part shall not permit the existence of a nuisance on said premises, nor shall it commit waste upon the within premises.
5. Should the party of the First Part, at any time, rightfully seek to recover possession of the premises, and be obstructed or resisted therein, and any litigation thereon ensue, the party of the Second Part shall pay and discharge all costs and attorney's fees and expenses that shall arise from enforcing the covenants of this indenture by the party of the First Part.
6. The party of the First Part shall have free access to the premises herein for the purpose of examining and exhibiting the same or to make any needful alterations of said premises.
7. This lease, at the option of the party of First Part, shall be void and forfeited in case of any covenant herein being violated by the party of the Second Part.
8. This lease shall supersede all prior leases regarding this property between the parties hereto.

All notices due under this Lease Agreement shall be sent to the parties at the following addresses:

Superintendent of Schools
Fayette County Public Schools
450 Park Place
Lexington, Kentucky 40511


Lexington-Fayette Urban County Government
Commissioner of Law
200 East Main Street, 11th Floor
Lexington, KY 40507

IN WITNESS WHEREOF, the Party of the First Part has placed the hands of its duly authorized officers as authorized by the Board of Education by a resolution duly authorized at the June ____, 2025, meeting of the Board of Education and the Party of the Second Part has placed the hand of its duly authorized Mayor as authorized by the Lexington-Fayette Urban County Council by a resolution duly authorized at the _____, 2025, meeting of the Urban County Council, to this Lease Agreement on the day and year first above written.

PARTY OF THE FIRST PART
BOARD OF EDUCATION OF
FAYETTE COUNTY, KENTUCKY

BY: 
TYLER MURPHY, Chair

ATTEST:

 8/4/2025

DEMETRUS LIGGINS, Secretary

M&T 7-16-2025

PARTY OF THE SECOND PART
LEXINGTON-FAYETTE URBAN
COUNTY, KENTUCKY

BY: _____
LINDA GORTON, Mayor

ATTEST:

ABIGAIL ALLAN, Council Clerk

RESOLUTION NO. _____ - 2025

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A LEASE AGREEMENT WITH THE BOARD OF EDUCATION OF FAYETTE COUNTY, KENTUCKY, TO LEASE A TWENTY-FIVE (25) ACRE PORTION OF SOUTHERN MIDDLE SCHOOL, FOR MEADOWBROOK GOLF COURSE, FROM THE DATE OF EXECUTION THROUGH JUNE 30, 2026, AT A COST NOT TO EXCEED ONE DOLLAR (\$1.00).

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute the Lease Agreement, which is attached hereto and incorporated herein by reference, with the Board of Education of Fayette County, Kentucky, to lease a twenty-five (25) acre portion of Southern Middle School for Meadowbrook Golf Course, from the date of execution through June 30, 2026.

Section 2 – That an amount not to exceed \$1.00, is hereby authorized for payment to the Board of Education of Fayette County from account #1101-707606-7647-75101-766, pursuant to the terms of the Lease Agreement.

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

PASSED URBAN COUNTY COUNCIL:

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL
0738-25:WDR:4912-7220-0802, v. 1

RESOLUTION NO. 399 - 2025

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A LEASE AGREEMENT WITH THE BOARD OF EDUCATION OF FAYETTE COUNTY, KENTUCKY, TO LEASE A TWENTY-FIVE (25) ACRE PORTION OF SOUTHERN MIDDLE SCHOOL, FOR MEADOWBROOK GOLF COURSE, FROM THE DATE OF EXECUTION THROUGH JUNE 30, 2026, AT A COST NOT TO EXCEED ONE DOLLAR (\$1.00).

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute the Lease Agreement, which is attached hereto and incorporated herein by reference, with the Board of Education of Fayette County, Kentucky, to lease a twenty-five (25) acre portion of Southern Middle School for Meadowbrook Golf Course, from the date of execution through June 30, 2026.

Section 2 – That an amount not to exceed \$1.00, is hereby authorized for payment to the Board of Education of Fayette County from account #1101-707606-7647-75101-766, pursuant to the terms of the Lease Agreement.

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

PASSED URBAN COUNTY COUNCIL: August 28, 2025

Linda Gorton

MAYOR

ATTEST:

[Signature]
CLERK OF URBAN COUNTY COUNCIL
0738-25:WDR:4912-7220-0802, v. 1



Fayette County Public Schools

Executive Summary Fayette County Public Schools Board Meeting Agenda Item

MEETING: Regular

DATE: 7/14/2025

TOPIC: Lease Agreement for Meadowbrook Golf Course

PREPARED BY: Myron Thompson, Chief Operating Officer

Recommended Action on: 7/28/2025

Action Item for Vote (REGULAR MEETING)

Superintendent Prior Approval: Yes

Recommendation/Motion: A motion is in order to approve the lease agreement with Lexington-Fayette Urban County Government for Meadowbrook Golf Course.

Background/Rationale: For several decades the Board of Education has leased land behind Southern Middle School to Lexington-Fayette Urban County Government to administer an 18 Hole / Par 3 Golf Course. This is the only short course in the city and provides tremendous recreation opportunities for citizens.

Strategic Priority:

- ☐ Student Achievement ☐ Diversity, Equity, Inclusion & Belonging
- ☐ Highly Effective & Culturally Responsive Workforce
- ☒ Stakeholder Engagement & Outreach ☒ Organizational Health & Efficiency

Data Considerations:

POLICY: 01.1

Fiscal Impact: \$1

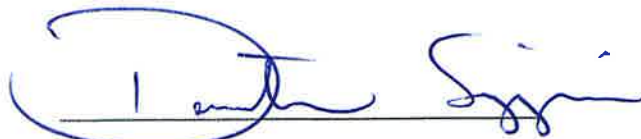
Attachments(s): Lease Agreement

PARTY OF THE FIRST PART
BOARD OF EDUCATION OF
FAYETTE COUNTY, KENTUCKY

BY: 

TYLER MURPHY, Chair

ATTEST:



DEMETRUS LIGGINS, Secretary

8/9/2025

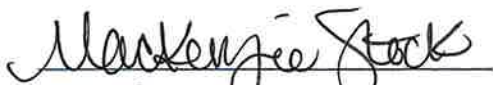
M&T 7-16-2025

PARTY OF THE SECOND PART
LEXINGTON-FAYETTE URBAN
COUNTY, KENTUCKY

BY: 

LINDA GORTON, Mayor

ATTEST:



MACKENZIE STOCK, Council Clerk

Deputy

be sufficient to terminate the same thirty (30) days from the date upon which the written notice was mailed.

3. The within described premises shall not be underlet, unless with written permission of the party of the First Part.
4. The party of the Second Part shall not permit the existence of a nuisance on said premises, nor shall it commit waste upon the within premises.
5. Should the party of the First Part, at any time, rightfully seek to recover possession of the premises, and be obstructed or resisted therein, and any litigation thereon ensue, the party of the Second Part shall pay and discharge all costs and attorney's fees and expenses that shall arise from enforcing the covenants of this indenture by the party of the First Part.
6. The party of the First Part shall have free access to the premises herein for the purpose of examining and exhibiting the same or to make any needful alterations of said premises.
7. This lease, at the option of the party of First Part, shall be void and forfeited in case of any covenant herein being violated by the party of the Second Part.
8. This lease shall supersede all prior leases regarding this property between the parties hereto.

All notices due under this Lease Agreement shall be sent to the parties at the following addresses:

Superintendent of Schools
Fayette County Public Schools
450 Park Place
Lexington, Kentucky 40511

Lexington-Fayette Urban County Government
Commissioner of Law
200 East Main Street, 11th Floor
Lexington, KY 40507

IN WITNESS WHEREOF, the Party of the First Part has placed the hands of its duly authorized officers as authorized by the Board of Education by a resolution duly authorized at the June ____, 2025, meeting of the Board of Education and the Party of the Second Part has placed the hand of its duly authorized Mayor as authorized by the Lexington-Fayette Urban County Council by a resolution duly authorized at the _____, 2025, meeting of the Urban County Council, to this Lease Agreement on the day and year first above written.

LEASE AGREEMENT

THIS AGREEMENT, made and entered into this the ____ of June, 2025, by and between the BOARD OF EDUCATION OF FAYETTE COUNTY, KENTUCKY, Party of the First Part, of 450 Park Place, Lexington, Kentucky 40511, and LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, an Urban County Government, Party of the Second Part, of 200 East Main Street, Lexington, Kentucky 40507.

WITNESSETH:

The Party of the First Part does hereby lease to the Party of the Second Part, the premises hereinafter described, for the period of 12 months hereof and covenants to keep party of the Second Part in quiet possession of the premises during said term. The said property is to be used a public golf course and for other recreational purposes and not otherwise. The premises are described as follows, to-wit:

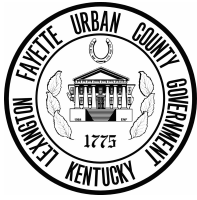
The rear Twenty-Five (25) acre portion, which sets back Three Hundred (300) feet from the rear building line of the Southern Middle School, of the tract or parcel of land in the County of Fayette and State of Kentucky, about four miles South of the City of Lexington, on the (Downing & Wilson Turnpike), described as follow to-wit:

Beginning at a point on the edge of said Pike at the corner of the land of William Cassell; thence with said road N. 61-39 W. 87.36 poles to a stake corner to the 19.21 acres allotted to James Maccoun; thence with said tract S. 25-32 W. 101.81 poles to an elm tree, corner to Mrs. Cassell on said Turnpike; thence with her line S. 71-1/2 E. 20.21 poles to an angle in the stone fence corner to Mrs. Cassell; thence again with her line S. 65 E 45.5 poles to a stone, another corner to Mrs. Cassell; thence N. 32 E 113.1 poles to the beginning, containing 50.04 acres; and being the rear Twenty-Five acre portion of the same property conveyed to the Board of Education of Fayette County, Kentucky, from T. J. Broadus and Willie Mae Broadus, his wife, by deed of conveyance dated the 27th day of May, 1965, and of record in the Fayette County Court Clerk's Office in Deed Book 831, Page 255

In consideration whereof, the party of the second part binds itself to pay for the same the sum of One (\$1.00) Dollar, per term of the lease, payable in advance and to take good care of the premises and return the same at the expiration of said term, in as good order as received, ordinary wear and tear expected.

The following additional stipulations are hereby declared to be a part of this lease:

1. That the period of this Lease Agreement is from the date of execution of this agreement through June 30th, 2026.
2. Either party may terminate this Lease Agreement upon thirty (30) days written notice to the other party of a desire to terminate same and the posting of such a notice by either party to the other, postage prepaid in the United States mail shall



Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0751-25

File ID: 0751-25

Type: Resolution

Status: Approved

Version: 1

Contract #:

In Control: Urban County
Council

File Created: 08/08/2025

File Name: Kentucky Division of Forestry MOU

Final Action: 09/11/2025

Title: A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute a Memorandum of Understanding with the Ky. Div. of Forestry to provide Wildland Fire Training to Lexington Fire Dept. personnel. [Div. of Fire and Emergency Services, Wells]

Notes:

Sponsors:

Enactment Date: 09/11/2025

Attachments: Blue Sheet Kentucky Division of Forestry_082025,
Kentucky Division of Forestry MOU 082025, RESO
751-25- MOU with KDF 4908-9306-3005 v.1.docx

Enactment Number: R-406-2025

Deed #:

Hearing Date:

Drafter: Tammy James

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	08/19/2025	Approved and Referred to Docket	Urban County Council	08/28/2025		Pass
1	Urban County Council	08/28/2025	Received First Reading	Urban County Council	09/11/2025		
1	Urban County Council	09/11/2025	Approved				Pass

Text of Legislative File 0751-25

Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute a Memorandum of Understanding with the Ky. Div. of Forestry to provide Wildland Fire Training to Lexington Fire Dept. personnel. [Div. of Fire and Emergency Services, Wells]

Summary

Authorization to enter a memorandum of understanding between the Division of Fire and Emergency Medical Services and the Kentucky Division of Forestry (KDF) to enhance

wildland Fire training and operational capabilities within the jurisdiction of the KDF and to foster mutual benefits through joint training, operational experience, and the development of personnel qualifications to support future in-state mutual aid opportunities. No Budgetary impact. (L0751-25)(Wells/Armstrong)

Budgetary Implications: NO

Advance Document Review:

Law: Yes, M. Sanner

Risk Management: No

Fully Budgeted: N/A

Account Number:

This Fiscal Year Impact: \$

Annual Impact: \$

Project:

Activity:

Budget Reference:

Current Balance:



TO: Mayor Linda Gorton
FROM: Jason G. Wells, Fire Chief
DATE: August 7, 2025
SUBJECT: MOU with Ky Division of Forestry

The Division of Fire and Emergency Services request authorization to enter a Memorandum of Understanding with the Kentucky Division of Forestry.

Why are you requesting? The agreement seeks to establish a cooperative framework to enhance wildland fire training and operational capabilities within the jurisdiction of the KDF and to foster mutual benefits through joint training, operational experience, and the development of LFD personnel qualifications to support future in-state mutual aid opportunities.

Department needs this action completed because: It Provides our members an opportunity to operate in the wildland fire environment under the direction of KDF supervisors/personnel. It also provides our crews experience in the safest possible way. This training will build the experience level of our entire Wildland Fire Group.

Either Party may terminate this MOU at any time by providing written notice to the other Party if the MOU becomes unsuitable to its organizational needs.

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

File Number:

Director/Commissioner: Wells/Armstrong



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU" or "Agreement") is entered into as of August 21, 2025, by and between the Kentucky Division of Forestry ("KDF"), with its principal office at 300 Sower Blvd, Frankfort, Kentucky 40601, and the Lexington-Fayette Urban County Government on behalf of the Division of Fire and Emergency Medical Services ("LFD"), with its principal office at 219 East Third St, Lexington, Kentucky 40508 (collectively, the "Parties" or individually, a "Party").

WHEREAS, the Parties seek to establish a cooperative framework to enhance wildland fire training and operational capabilities within the jurisdiction of the KDF;

WHEREAS, the Parties intend to foster mutual benefits through joint training, operational experience, and the development of LFD personnel qualifications to support future in-state mutual aid opportunities;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Parties agree as follows:

1. ****Scope of Cooperation****

1.1. LFD Wildland Fire Group personnel ("LFD Personnel") shall participate in training and operational activities on wildland fires under the direct supervision of a designated KDF employee ("KDF Supervisor"). LFD Personnel shall serve as members of a KDF Hand Crew or in other roles as determined by the KDF Supervisor in consultation with the on-scene LFD officer.

1.2. The Parties shall collaborate to enhance LFD Personnel's qualifications, aiming to achieve equivalency with KDF Hand Crew standards, thereby enabling LFD to qualify for future mutual aid opportunities.

2. ****Training and Operational Objectives****

2.1. Joint training and firefighting activities shall be designed to build a collaborative working relationship, enhance LFD Personnel's practical experience, and provide exposure to operational scenarios not attainable through standard training programs.

2.2. LFD Personnel shall operate exclusively under the direction of the KDF Supervisor during all training and operational activities due to their limited fire line experience.

3. ****Equipment and Resources****

3.1. LFD shall provide its own equipment, including but not limited to hand tools, transport vehicles, radios, and personal protective equipment (PPE), for all training and operational activities under this MOU.

4. ****Personnel Qualifications****

4.1. LFD Personnel participating in activities under this MOU shall have completed the following training courses and certifications: S-130 (Firefighter Training), S-190 (Introduction to Wildland Fire Behavior), L-180 (Human Factors in the Wildland Fire Service), RT-130 (Wildland Fire Safety Training Annual Refresher), and the pack test, in accordance with KDF qualification standards.

4.2. The Parties shall strive to ensure that LFD Personnel achieve training equivalency with KDF Hand Crew qualifications.

5. ****Administration and Scheduling****

5.1. The Parties shall designate administrators to coordinate joint training and operational activities. Such administrators shall mutually agree upon schedules to ensure effective planning and execution of activities under this MOU.

5.2. The KDF Supervisor may provide written feedback on LFD Personnel performance during training sessions to ensure alignment with KDF expectations and standards.

6. ****Liability****

6.1. Each Party hereby waives any and all claims against the other Party for compensation arising from loss, damage, personal injury, or death resulting from the performance of activities under this MOU, except as otherwise provided by law.

6.2. Each Party shall be solely responsible for any personal injury or property damage for which it is found legally liable.

6.3. Nothing in this MOU shall be construed as creating or increasing any liability, whether at law or in equity, beyond that which exists absent this MOU. This MOU does not confer any rights or remedies upon any Party or third person.

6.4. For governmental entities, nothing herein shall constitute a waiver of sovereign immunity or any other applicable immunities.

6.5. Each Party shall maintain its own workers' compensation coverage for its personnel participating in activities under this MOU.

7. ****Term and Termination****

7.1. This MOU shall become effective upon the date of the last signature hereto and shall remain in effect through December 31, 2026, unless terminated earlier by either Party.

7.2. Either Party may terminate this MOU at any time by providing written notice to the other Party if the MOU becomes unsuitable to its organizational needs.

7.3. This MOU may be amended or modified at any time by mutual written consent of the Parties.

8. ****Miscellaneous****

8.1. ****Authority.**** The individuals executing this MOU on behalf of each Party represent and warrant that they are duly authorized to bind their respective organizations to the terms herein.

8.2. ****Entire Agreement.**** This MOU constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior understandings, whether written or oral.

8.3. ****Governing Law.**** This MOU shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky, without regard to its conflict of laws principles.

8.4. ****Severability.**** If any provision of this MOU is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

8.5. ****Notices.**** All notices required under this MOU shall be in writing and delivered to the addresses listed below or to such other addresses as a Party may designate in writing.

IN WITNESS WHEREOF, the Parties have caused this Memorandum of Understanding to be executed by their duly authorized representatives as of the date first written above.

KENTUCKY DIVISION OF FORESTRY

By: _____

Name: Michael Froelich

Title: Forest Protection Branch Manager

Address: 300 Sower Blvd, Frankfort, Kentucky 40601

Phone: (502) 782-7159

Email: Michael.Froelich@ky.gov

Lexington-Fayette Urban County Government, Linda Gorton, Mayor

RESOLUTION NO. _____ - 2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH THE KENTUCKY DIVISION OF FORESTRY TO PROVIDE WILDLAND FIRE TRAINING TO LEXINGTON FIRE DEPARTMENT PERSONNEL.

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 a Memorandum of Understanding, which is attached hereto and incorporated herein by reference, with the Kentucky Division of Forestry to establish a cooperative framework to enhance wildland fire training and operational capabilities within the jurisdiction of the Kentucky Division of Forestry and to foster mutual benefits through joint training, operational experience, and the development of the Lexington Fire Department personnel qualifications to support future in-state mutual aid opportunities.

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

PASSED URBAN COUNTY COUNCIL:

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL
0751-25:GET:4908-9306-3005, v. 1



Lexington-Fayette Urban County Government Master

200 E. Main St
Lexington, KY 40507

File Number: 0754-25

File ID: 0754-25

Type: Resolution

Status: Approved

Version: 1

Contract #:

In Control: Urban County
Council

File Created: 08/08/2025

File Name: Phoenix Reimagined Change Order 6

Final Action: 08/28/2025

Title: A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute Change Order No. Six (6) to the Agreement with Haire Construction, LLC, for the Phoenix Park Reimagined Project, increasing the Contract price by \$74,885.25 and raising the total Contract price to \$3,355,398.91. [Div. of Parks and Recreation, Conrad]

Notes:

Sponsors:

Enactment Date: 08/28/2025

Attachments: Phoenix Park Reimagined Memo Signed - Corrected,
Phoenix Park Reimagined - Change Order #6 -
Corrected, RESO 0754-25 4929-8557-4498 v.1.docx,
R-400-2025

Enactment Number: R-400-2025

Deed #:

Hearing Date:

Drafter: Roger Daman

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	08/19/2025	Approved and Referred to Docket	Urban County Council	08/28/2025		Pass
1	Urban County Council	08/28/2025	Received First Reading	Urban County Council	08/28/2025		
1	Urban County Council	08/28/2025	Suspended Rules for Second Reading				Pass
1	Urban County Council	08/28/2025	Approved				Pass

Text of Legislative File 0754-25

Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute Change Order No. Six (6) to the Agreement with Haire Construction, LLC, for the Phoenix Park Reimagined Project, increasing the Contract price by \$74,885.25 and raising the total Contract price to \$3,355,398.91. [Div. of Parks and

Recreation, Conrad]

Summary

Authorization to execute Change Order #6 with Haire Construction LLC in increase the original scope to include the construction and installation of a new park sign for Phoenix Park. The increased amount is \$74,885.25, bringing the new Contract total to \$3,355,398.91. Funds are Budgeted. (L0754-25)(Conrad/Ford)

Budgetary Implications [select]: Yes

Advance Document Review:

Law: No

Risk Management: No

Fully Budgeted [select]: Yes

Account Number:	2614-707602-7221-91015	\$32,385.25
	1105-707602-7221-91015	\$42,500.00

This Fiscal Year Impact: \$74,885.25

Annual Impact:

Project: PHOENIX_PK_2024
DISTRICT03_2024

Activity:


Budget Reference:

Current Balance: encumbered



MEMORANDUM

TO: Linda Gorton, Mayor
Urban County Council

FROM: 
Monica Conrad, Director of Parks & Recreation

DATE: August 8, 2025

RE: Authorization to execute Change Order 06 for \$74,885.25 with Haire Construction LLC. for Phoenix Park Reimagined Project. The new contract total is \$3,355,398.91

Request

Request for Council authorization to execute Change Order 06 with Haire Construction LLC. in the amount of \$74,885.25 for Phoenix Park Reimagined Project Contract # 114-2024 / Bid #20-2024

Why are you requesting?

The construction and installation of a new park sign for Phoenix Park. This includes the manufacturing of the sign, all infrastructure to sign, the footer for mounting, and installation of sign.

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

The cost for this FY is: \$74,885.25

The cost for future FY is: \$0

The funds are budgeted.

Account number:

PHOENIX_PK_2024/CONSTRUCT_CAP 2614 707602 7221 91015 774 2024 \$32,385.25

DISTRICT03_2024/COUNCIL 1105 707602 7221 91015 774 2024 \$42,500.00

File Number: 0754-25

Director/Commissioner: Conrad/Ford



**LEXINGTON-FAYETTE URBAN COUNTY
GOVERNMENT CONTRACT CHANGE ORDER**
Page 1

To (Contractor):

Haire Construction LLC
11214 Decimal Dr.
Louisville, KY 40299

Date:	July 18, 2025
Project:	Phoenix Park Reimagined
Location:	100 East Main Street
Contract No.	114-2024
Original Contract Amt.	\$3,023,680.00
Cumulative Amount of Previous Change Orders	\$256,833.66
Percent Change - Previous Change Orders	8.49%
Total Contract Amount Prior to this Change Order	\$3,280,513.66
Change Order No.	6

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

Current Change Order

Item No.	Description of changes-quantities, unit prices, change in completion date, etc.	Decrease in contract price	Increase in contract price
1	Phoenix Park Sign		\$53,000.00
2	Phoenix Park Donor Sign		\$1,643.00
3	Underground electrical and wire		\$2,800.00
4	Site prep and foundation		\$2,200.00
5	General contracting fee		\$8,946.00
	See Attached Sheet		\$6,296.25
	Total decrease	\$0.00	
	Total increase		\$74,885.25
	Net Amount of this Change Order	\$74,885.25	
	New Contract Amount Including this Change Order	\$3,355,398.91	
	Percent Change - This Change Order		2.48%
	Percent Change - All Change Orders		10.97%

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

Recommended by: <u>Sam Futra</u>	(Proj. Mngr.)	Date: <u>8-11-25</u>
Accepted by: <u>Chad Taylor</u>	(Contractor)	Date: <u>8/11/25</u>
Approved by: <u>[Signature]</u>	(Director)	Date: <u>8/11/25</u>
Approved by: <u>[Signature]</u>	(Director - Procurement)	Date: <u>8-13-25</u>
Approved by: <u>[Signature]</u>	(Commissioner)	Date: <u>8/11/25</u>
Approved by: _____	(Mayor or CAO)	Date: _____

**LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
CHANGE ORDER**

Page 2

DATE: July 18, 2025

Change Order #: 6

CONTRACT #: 114-2024

Project: Phoenix Park Reimagined

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
6	ADD	Relocate 100amp panel in restroom	1	lump	\$6,296.25	\$ -	\$ 6,296.25
						\$ -	\$ -
						\$ -	\$ -
						\$ -	\$ -
						\$ -	\$ -
						\$ -	\$ -
						\$ -	\$ -
						\$ -	\$ -
						\$ -	\$ -
						\$ -	\$ -
Total decrease						\$ -	
Total increase							\$ 6,296.25
Net (increase) in contract price							\$ 6,296.25

JUSTIFICATION FOR CHANGE

PROJECT: Phoenix Park Reimagined

CONTRACT NO. 114-2024

CHANGE ORDER: 6

1. Necessity for change: Addition of a new design Phoenix Park sign. Underground electrical to supply power to new sign. Concrete foundation for base of sign. Relocation of 100amp electrical panel into 400amp panel to make room for fogging system equipment.
2. Is proposed change an alternate bid? ___Yes XNo
3. Will proposed change alter the physical size of the project? ___Yes XNo
If "Yes", explain.
4. Effect of this change on other prime contractors: None
5. Has consent of surety been obtained? ___Yes XNot Necessary
6. Will this change affect expiration or extent of insurance coverage? ___Yes XNo
If "Yes", will the policies be extended? ___Yes ___No
7. Effect on operation and maintenance costs: None
8. Effect on contract completion date: None

Mayor_____
Date

CONTRACT HISTORY FORM

Project Name Phoenix Park Reimagined
Contractor: Haire Construction
Contract Number and Date: 114-2024
Responsible LFUCG Division: Parks & Recreation

CONTRACT AND CHANGE ORDER DETAILS

A. Original Contract Amount:	\$	<u>3,023,680.00</u>	
Next Lowest Bid Amount:			
<u>\$3,940,000.00</u>			
B. Amount of Selected Alternate or Phase:	\$	<u> </u>	
C. Cumulative Amount of All Previous Alternates or Phases:	\$	<u> </u>	
D. Amended Contract Amount:	\$	<u>3,023,680.00</u>	
E. Cumulative Amount of All Previous Change Orders:	\$	<u>256,833.86</u>	<u>8.5%</u> (Line E / Line D)
F. Amount of This Change Order:	\$	<u>74,885.25</u>	<u>2.5%</u> (Line F / Line D)
G. Total Contract Amount:	\$	<u>3,355,398.91</u>	

SIGNATURES

Project Manager:	<u>Sam Faria / [Signature]</u>	Date: <u>8.1.25</u>
Reviewed by:	<u>[Signature]</u>	Date: <u> </u>
Division Director:	<u>[Signature]</u>	Date: <u>8.11.25</u>

REQUISITION #:	LF00207300	DATE:		BID/QUOTE #:	24-2024
PURCHASE ORDER #:		DATE:	7/18/2025	WORK ORDER#	
TYPE OF REQUEST:	CHANGE ORDER	DATE RECEIVED:		CHECK ROUTING:	<input type="checkbox"/> REQUESTER <input checked="" type="checkbox"/> VENDOR
LOCATION/PROJECT USE:	Phoenix Park				

[illegible]

Haire Construction LLC.	UPC:	83-2722623
SUPPLIER NAME (check payable to)		FEDERAL ID # (For New Supplier)
11214 Decimal Dr.		Chad Taylor
ADDRESS (please fill out completely)		SUPPLIER CONTACT NAME
Louisville, KY 40299		502-546-0326
CITY, STATE, ZIP		PHONE

Phoenix Park	
SHIP TO LOCATION	
100 East Main St	Samuel Futia
ADDRESS (Please Fill Out Completely)	SHIP TO CONTACT NAME
Lexington, KY 40507	859-288-2983
CITY, STATE, ZIP	PHONE

ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
Install new park sign in Phoenix Park	1	lump	\$ 53,000.00	\$ 53,000.00
Phoenix Park donor sign	1	lump	\$ 1,643.00	\$ 1,643.00
Underground electrical conduit and wire	1	lump	\$ 2,800.00	\$ 2,800.00
Site prep and foundation	1	lump	\$ 2,200.00	\$ 2,200.00
General contracting fee	1	lump	\$ 8,946.00	\$ 8,946.00
Electrical panel relocation	1	lump	\$ 6,296.25	\$ 6,296.25
				\$ -
				\$ -

ADDITIONAL QUOTES (NEEDED FOR ITEMS OVER \$2,499.00)

SECOND QUOTE SUPPLIER NAME _____	AMOUNT: _____
THIRD QUOTE SUPPLIER NAME _____	AMOUNT: _____

REQUESTED BY: Samuel Fuita DATE: 7/18/2025
APPROVAL: [Signature] DATE: 7/21/25

RESOLUTION NO. _____ - 2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE CHANGE ORDER NO. SIX (6) TO THE AGREEMENT WITH HAIRE CONSTRUCTION, LLC, FOR THE PHOENIX PARK REIMAGINED PROJECT, INCREASING THE CONTRACT PRICE BY \$74,885.25 AND RAISING THE TOTAL CONTRACT PRICE TO \$3,355,398.91.

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute Change Order No. Six (6), which is attached hereto and incorporated herein by reference, to the Agreement with Haire Construction, LLC, for the Phoenix Park Reimagined Project, increasing the contract price by \$74,885.25 and raising the total contract price to \$3,355,398.91.

Section 2 – That an amount, not to exceed the additional sum of \$74,885.25, is hereby authorized for payment to Haire Construction, LLC, from account # 2614-707602-7221-91015 and account # 1105-707602-7221-91015, pursuant to the terms of Change Order Six (6).

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
0754-25:WDR:4929-8557-4498, v. 1

RESOLUTION NO. 400 - 2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE CHANGE ORDER NO. SIX (6) TO THE AGREEMENT WITH HAIRE CONSTRUCTION, LLC, FOR THE PHOENIX PARK REIMAGINED PROJECT, INCREASING THE CONTRACT PRICE BY \$74,885.25 AND RAISING THE TOTAL CONTRACT PRICE TO \$3,355,398.91.

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute Change Order No. Six (6), which is attached hereto and incorporated herein by reference, to the Agreement with Haire Construction, LLC, for the Phoenix Park Reimagined Project, increasing the contract price by \$74,885.25 and raising the total contract price to \$3,355,398.91.

Section 2 – That an amount, not to exceed the additional sum of \$74,885.25, is hereby authorized for payment to Haire Construction, LLC, from account # 2614-707602-7221-91015 and account # 1105-707602-7221-91015, pursuant to the terms of Change Order Six (6).

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

PASSED URBAN COUNTY COUNCIL: August 28, 2025


 MAYOR

ATTEST:


 CLERK OF URBAN COUNTY COUNCIL
 0754-25:WDR:4929-8557-4498, v. 1



Lexington-Fayette Urban County Government Master

200 E. Main St
Lexington, KY 40507

File Number: 0758-25

File ID: 0758-25

Type: Resolution

Status: Approved

Version: 1

Contract #:

In Control: Urban County
Council

File Created: 08/11/2025

File Name: Real Estate Exchange with Fayette County Public
Schools Citation Blvd Ph III A&B

Final Action: 08/28/2025

Title:

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute the Real Estate Exchange Agreement, and any necessary documents, with Board of Education of Fayette County to authorize a land swap to obtain a parcel for the Citation Boulevard Phase IIIA Project, and to accept deeds resulting therefrom, at a cost not to exceed \$122,265, plus an estimated \$294,946 for a school bus lane if bid in 2025 with annual increases if bid thereafter. [Div. of Engineering, Burton]

Notes:

Sponsors:

Enactment Date: 08/28/2025

Attachments: Citation Boulevard Phase IIIA - Bluesheet Memo -
FCPS - 145 - WDB.pdf,
Citation_PHIIIAB_Exhibit_OCTOBER_2024_updated
_Oakbrook_Label.pdf, DRAFT - Agreement
(3-28-25) .2 . 4934-9915-3686.pdf, RESO 0758-25-
FCPS Real Estate Agreement for Citation Road
expansion 4907-6455-6898 v.1.docx, R-401-2025

Enactment Number: R-401-2025

Deed #:

Hearing Date:

Drafter: Sara Burd

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	08/19/2025	Approved and Referred to Docket	Urban County Council	08/28/2025		Pass
1	Urban County Council	08/28/2025	Received First Reading	Urban County Council	08/28/2025		
1	Urban County Council	08/28/2025	Suspended Rules for Second Reading				Pass
1	Urban County Council	08/28/2025	Approved				Pass

Text of Legislative File 0758-25

Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute the Real Estate Exchange Agreement, and any necessary documents, with Board of Education of Fayette County to authorize a land swap to obtain a parcel for the Citation Boulevard Phase IIIA Project, and to accept deeds resulting therefrom, at a cost not to exceed \$122,265, plus an estimated \$294,946 for a school bus lane if bid in 2025 with annual increases if bid thereafter. [Div. of Engineering, Burton]

Summary

Authorization to enter into a Real Estate Exchange Agreement with Fayette County Public Schools (FCPS) for the necessary right-of-way to extend Winburn Drive to Citation Boulevard. The Agreement will facilitate LFUCG taking legal title to a parcel of land containing a total of 38,839 square feet, currently a part of the Winburn Middle School site. FCPS shall take legal title to a parcel of land containing 4.0 acres of which is currently part of Martin Luther King Jr. Park and a cash payment of \$122,265. FCPS will also receive funds to construct a new bus lane at Winburn Middle School in the amount of \$294,946. At a total cost of \$417,211 Funds are Budgeted. (L0758-25)(Burton/Albright)

Budgetary Implications: Y

Advance Document Review: Y

Law: Evan P. Thompson, August 8, 2025

Risk Management: No

Fully Budgeted: Yes

Account Number: 2610-303202-3251-91715

This Fiscal Year Impact: \$417,211.00

Annual Impact: as directed by Agreement

Project: CITWINBURN_2020

Activity: ENG_ROW

Budget Reference: 2020

Current Balance: \$880,618.70



TO: Mayor Linda Gorton
Urban County Council

FROM: Doug Burton, Director
Division of Engineering

DATE: August 11, 2025

SUBJECT: Recommendation for authorization to enter into a Real Estate Exchange Agreement with Fayette County Public Schools

Request:

Council authorization to enter into a Real Estate Exchange Agreement with Fayette County Public Schools for the necessary Right-of-Way to extend Winburn Drive to Citation Boulevard.

The Agreement will facilitate the Lexington Fayette Urban County Government taking legal title to a parcel of land containing 4.467 acres together with three adjoining parcels of land containing a total of 38,839 square feet, all of which are currently a part of the Winburn Middle School site. Fayette County Public Schools shall take legal title to a parcel of land containing 4.0 acres of which is currently a part of Martin Luther King Jr. Park and a cash payment of \$122,265. Fayette County Schools shall also receive a cash payment to construct a new bus lane at Winburn Middle School in the amount of \$294,946, if bid in 2025, with increases of seven percent (7%) annually if bid thereafter.

This agreement is contingent upon the US Secretary of the Interior, or his authorized designee, complete release of the property from the terms of a Declaration of Restrictive Covenants currently associated with the Martin Luther King Jr. Park.



Purpose of Request:

To acquire needed right-of-way from Fayette County Public Schools for the construction of the extension of Winburn Way and Citation Boulevard Phase III-A&B.

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

The cost for this FY is: \$417,211.00

The cost for future FY is: as directed by agreement

Are the funds budgeted?

Yes, the funds are budgeted in:

Account: 91715-2610-303202-3251

File Number: 0758-25

Director/Commissioner: Burton/Albright





CITATION BOULEVARD EXTENSION
COMBINED PHII A & B DESIGN

OCTOBER 2024

Scale: 1"=100'

REAL ESTATE EXCHANGE AGREEMENT

THIS AGREEMENT, made and entered into this the _____ day of _____, 2025 by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an Urban County Government pursuant to KRS 67A, 200 East Main Street, Lexington, Kentucky 40507 ("LFUCG") and the **BOARD OF EDUCATION OF FAYETTE COUNTY, KENTUCKY**, 450 Park Place, Lexington, Kentucky 40511 ("Board of Education").

WITNESSETH:

WHEREAS, the Fayette County School District Finance Corporation, an agency, instrumentality and constituted authority of the Board of Education ("Finance Corporation") currently holds legal title to a parcel of land containing 4.467 acres together with three adjoining parcels of land containing a total of 38,839 square feet, all of which are currently a part of the Winburn Middle School site and are more particularly described in Exhibit "A" (4 pages) attached hereto and made a part hereof (collectively "Citation Boulevard Extension Property"); and

WHEREAS, equitable title to the Citation Boulevard Extension Property remains vested in Board of Education; and

WHEREAS, LFUCG desires to acquire fee simple title to Parcel 145a, a permanent drainage easement in Parcel 145b, and temporary construction easements in Parcels 145c and 145d of the Citation Boulevard Extension Property; and

WHEREAS, LFUCG holds legal title to a parcel of land containing 4.0 acres located immediately to the rear of the Winburn Middle School site which is currently a part of Martin Luther King, Jr. Park and is more particularly shown on Exhibit "B"

attached hereto and made a part hereof ("Park Property"); and

WHEREAS, Board of Education desires to acquire fee simple title to the Park Property; and

WHEREAS, upon the execution of this Agreement by both parties, the Board of Education will begin the process of conveying the Winburn Middle School site, including Parcel 145a, Parcel 145b, Parcel 145c, and Parcel 145d of the Citation Boulevard Extension Property, back to it from the Finance Corporation.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, Board of Education does hereby agree to transfer and convey to LFUCG fee simple title to Parcel 145a of the Citation Boulevard Extension Property and grant to LFUCG the aforesaid easements in said property, and LFUCG does hereby agree to transfer and convey to Board of Education fee simple title to the Park Property. The parties agree that the foregoing exchange of properties is made upon the following terms and conditions, to wit:

1. SURVEY AND LEGAL DESCRIPTION FOR PARK PROPERTY. Board of Education, at its expense, will have the Park Property surveyed and a legal description of it prepared. This new legal description will be substituted for the drawing in Exhibit "B".

2. APPRAISED VALUES OF PROPERTIES. The appraised value of the Citation Boulevard Extension Property, including the aforesaid easements, as determined by LFUCG's appraiser, is \$560,000.00. The appraised value of the Citation Boulevard Extension Property, including the aforesaid easements, as determined by Board of Education's appraiser, is \$644,530.00. The difference

between these two appraisals is \$84,530.00. The parties agree to compromise as to the value of the Citation Boulevard Extension Property by: (1) Board of Education reducing its appraised value by \$42,265.00 resulting in an appraised value of \$602,265.00; and (2) LFUCG increasing its appraisal value by \$42,265.00 also resulting in an appraised value of \$602,265.00. The appraised value of the Park Property, as determined by Board of Education's appraiser, is \$480,000.00. As the Board of Education contends that it is constitutionally required to receive fair market value for property transfers, the difference in value between the two properties of \$122,265.00 (\$602,265-\$480,000) shall be paid in immediately available funds to Board of Education at closing as part of the consideration for this exchange.

3. CONSTRUCTION OF NEW BUS LANE. With the conveyance of the 4.467 acres (Parcel 145a of the Citation Boulevard Extension Property) to LFUCG, the Board of Education desires the construction of a new bus access lane for Winburn Middle School. This new bus lane as shown on Exhibit "C" (2 pages) is 380 feet in length and 26 feet wide, has a 16-bus single line capacity and includes a curb, gutter and a sidewalk from Winburn Drive. The cost estimate of this new bus access lane, provided by Board of Education and shown on Exhibit "C", as of March 25, 2025, is \$294,946.00 if bid in 2025, with increases of seven percent (7%) annually if bid thereafter.

As part of the consideration for this Agreement, LFUCG agrees to pay to Board of Education at closing the estimated cost of its construction based upon negotiations by the parties at least sixty (60) days prior to the scheduled closing herein. Deviations from the estimates above shall be demonstrated through written

estimates. Failure to come to an agreement within thirty (30) days after beginning negotiations shall result in mediation with a mediator agreed upon by the parties, with all costs split equally amongst the parties.

LFUCG shall not be responsible for any cost overruns associated with the new bus lane in excess of the amounts provided above. LFUCG shall have no responsibility for maintenance of the bus lane once constructed.

4. FENCING. If the Board of Education elects to remove fencing within the Park Property, it may do so, after closing, at its own expense. If the Board of Education elects to provide fencing along the new property line, it may do so, after closing, at its own expense.

5. TRANSFER PLAT. LFUCG may elect to use a subdivision or transfer plat, duly approved by the local planning and zoning commission, in the transfer of the Park Property. It is specifically acknowledged and agreed by and between the parties that the use of such a subdivision or transfer plat is at the request of and for the convenience of LFUCG. The use of such a plat in the acquisition of the Park Property shall not be deemed a waiver by Board of Education of its exemption to such use as set forth in the applicable provisions of KRS Chapter 100 nor shall it constitute any type of acknowledgement by Board of Education that it is required to use such a plat when conveying or transferring any property belonging to it.

6. CONDITIONS TO EACH PARTY'S OBLIGATION TO COMPLETE THIS TRANSACTION.

Each party's obligation to close the transactions contemplated herein is subject to and contingent upon the following conditions being satisfied (or waived in whole or in

party by that particular party):

a) Each party must be able to obtain from a title insurance company licensed to do business in the Commonwealth of Kentucky a commitment to issue an ALTA Owner's Title Insurance Policy with extended coverage in a form satisfactory to that party and in an amount of not less than the appraised value of the property to be conveyed to said party insuring that the other party holds fee simple title to said property on the date of closing and that the title to be conveyed shall be a good and marketable fee simple title, subject only to those title exceptions approved by the party who is to receive said property;

b) Any survey obtained by a party of the property to be conveyed to it shall not disclose any easements, restrictions, rights-of-way, retention areas, flood plain areas, encroachments or other conditions of any kind which, in that party's sole (but reasonable) judgment, would adversely affect that party's use of said property;

c) A party, at that party's expense, shall have determined that the property to be conveyed to it is (i) free from contamination by hydrocarbons or other regulated or hazardous substances as defined by applicable federal, state or local laws and (ii) there are no sinkholes, caves or other types of geological or environmentally sensitive areas upon said property which would materially interfere with the ability of that party to develop and utilize said property;

d) The other party shall have timely performed all of its obligations under this Agreement; and

e) As of closing, the other party's representations and warranties

contained herein are true and correct.

In the event a party notifies the other that any of the contingencies set forth in subparagraphs a, b and c are unsatisfactory, then the parties may either agree to satisfy and remove such contingencies, including the granting of additional time if necessary, or any party may terminate this Agreement. Unless a party notifies the other in writing on or before sixty (60) days from the date of this Agreement (as evidenced by the date of the last signatory thereto) that any of the matters set forth in subparagraphs a, b and c are unsatisfactory, then such contingencies shall be deemed to have been waived.

7. ADDITIONAL CONDITIONS TO EACH PARTY'S OBLIGATION TO COMPLETE THIS TRANSACTION.

Each Party's obligation to close the transactions contemplated herein is also subject to and contingent upon the following conditions being satisfied, which conditions cannot be waived in whole or in part:

a) The acquisition of title to the Park Property by Board of Education shall receive final approval from the Kentucky Department of Education ("KDE") with Board of Education agreeing to diligently pursue such approval; and

b) LFUCG shall have received from the U.S. Secretary of the Interior, or his authorized designee, a complete release, in recordable form, of the Park Property from the terms of a Declaration of Restrictive Covenants dated August 1, 1980 and of record in Deed Book 1259, Page 635, Fayette County Clerk's Office.

8. REPRESENTATIONS AND WARRANTIES. Each party represents and warrants to the other as follows, which representations and warranties shall be deemed to have been reiterated and affirmed by each party at closing:

a) Neither the execution of this Agreement, nor the consummation of the transactions contemplated herein, violates any contract or agreement to which that party is obligated, subject however to LFUCG's obtaining the release set forth in Paragraph 7(b);

b) That party's property is not subject to any leases;

c) That party has full power and authority to enter into and perform its obligations under the terms of this Agreement, subject however to Board of Education receiving final approval from KDE as set forth in Paragraph 7(a);

d) The person executing this Agreement on behalf of that party has the authority to bind that party in accordance with the terms of this Agreement; and

e) To the best of that party's knowledge, information and belief there is no pending or threatened litigation affecting that party's property or any portion thereof.

9. INSPECTIONS OF PROPERTIES AND PROPERTIES SOLD IN "AS IS" CONDITION.

Each party, and its agents and contractors, shall be permitted reasonable access to the other party's property from time to time during the term of this Agreement for the purpose of performing the assessments, surveys, studies and inspections set forth in this Agreement. All such access shall be by reasonable prior

arrangement with the other party, and the studies, assessments, surveys and inspections shall be conducted with reasonable care. Each party shall exercise all such rights at its own risk and shall reasonably restore the other party's property, or portion thereof, disturbed by such activities substantially to its former condition upon the completion of any such activities. Each party shall pay the cost of its respective studies and inspections. To the extent permitted by law, LFUCG agrees to indemnify and hold harmless Board of Education from any loss, claim, damages or judgment, including reasonable attorney fees, resulting from any injury or damage to LFUCG, or any agent, independent contractor or third party who enters upon the Citation Boulevard Extension Property at the direction of and for the benefit of LFUCG except for any loss, claim, damages or judgment resulting from the willful misconduct of Board of Education.

To the extent permitted by law, Board of Education agrees to indemnify and hold harmless LFUCG from any loss, claim, damages or judgment, including reasonable attorney fees, resulting from any injury to Board of Education, or any agent, independent contractor or third party who enters upon the Park Property at the direction of and for the benefit of Board of Education except for any loss, claim, damages or judgment resulting from the willful misconduct of LFUCG. Nothing contained herein is intended to be, nor shall it be, a waiver by either Party of any defense, including that of sovereign immunity, as to third-party claims.

Each party hereby further acknowledges that, except as expressly set forth in this Agreement, the other party is not making any representations or warranties, either express or implied, with respect to its property or the condition and suitability of same

for any particular purpose and that such property is being sold "as is", subject only to the contingencies set forth in this Agreement.

10. CLOSING. The parties agree that the transactions contemplated herein will close on or before ten (10) days following the satisfaction, completion or waiver in writing of all the conditions set forth in this Agreement. The closing shall take place during normal business hours at a location in Lexington, Kentucky, which is mutually satisfactory to both parties. At closing each party will convey its respective property to the other by delivery of a Special Warranty deed and LFUCG shall pay to Board of Education the additional consideration set forth in Paragraphs 2 and 3. The parties also agree to execute and deliver such other documents and instruments as may be required to carry out the terms and intent of this Agreement.

11. EXPENSES. Each party shall pay its own recording fees, attorney fees, costs of title examination and title insurance policy.

12. POSSESSION. Complete possession of each property shall be delivered by each party to the other at closing.

13. BROKERAGE COMMISSIONS. The parties hereto agree that this Agreement was entered into without the assistance of any real estate agent and that neither party is obligated to pay any person or firm any real estate commission in connection with the transactions contemplated herein.

14. DEFAULT. Except as specifically provided for herein, if either party defaults in the performance of its respective duties and obligations under this Agreement, then the non-defaulting party shall be entitled to terminate this Agreement immediately and shall, in addition, have and retain all other legal or

equitable remedies available to such non-defaulting party, including the remedy of specific performance.

15. NOTICE. All notices, requests, demands or other communication required or permitted herein shall be in writing and shall be duly delivered when hand-delivered, when mailed by first-class United States mail utilizing some type of return receipt delivery system or a nationally recognized overnight delivery service, properly addressed to each of the parties at the following respective addresses designated for such purposes:

If to LFUCG:

Lexington-Fayette Urban County Government
Attn: Director, Division of Engineering
101 E. Vine Street Lexington, Kentucky 40507

with copies in all cases to:

Lexington-Fayette Urban County Government
Department of Law
200 East Main Street, 11th Floor
Lexington, Kentucky 40507

If to Board of Education:

Board of Education of Fayette County, Kentucky
Attn: Office of Superintendent
450 Park Place
Lexington, Kentucky 40511 (physical address)

or

1126 Russell Cave Road
Lexington, Kentucky 40511 (mailing address)

with copies in all cases to:

George F. Allgeier, Jr. Attorney
Lexington, Kentucky 40507

Any party may change its address by giving written notice to the other party of such change.

16. **RISK OF LOSS.** All risk of loss arising out of or in connection with each property shall remain with the owner of that property until the completion of closing.

17. **ASSIGNMENT.** This Agreement and the rights of the parties hereunder may not be assigned without the prior written approval of the other party.

18. **BINDING EFFECT.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

19. **EXECUTION IN COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which when so executed shall constitute an original and all of which together shall constitute one and the same Agreement.

20. **TIME OF ESSENCE.** It is specifically agreed that time is of the essence in the performance of the covenants and conditions set forth in this Agreement.

21. **ENTIRE AGREEMENT.** This Agreement and the attached Exhibits constitute the entire agreement between LFUCG and Board of Education with respect to the subject matter hereof and supersedes all other previous or contemporaneous written or oral negotiations, commitments or writings pertaining to the subject matter of this Agreement. No change or modification of this Agreement shall be valid or binding upon the parties hereto, nor shall any waiver of any terms or conditions hereof be deemed a waiver of such terms or conditions in the future, unless such change, modification or waiver shall be in writing and signed by the parties hereto.

22. **GOVERNING LAW.** This Agreement shall be governed by, and

construed in accordance with, the laws of the Commonwealth of Kentucky.

23. SURVIVAL OF DUTIES AND OBLIGATIONS. The provisions of this Agreement, and the duties and obligations of the parties to this Agreement, shall survive the closing until such time that said duties and obligations have been fulfilled and shall not merge in the respective deeds.

IN WITNESS WHEREOF, LFUCG and BOARD OF EDUCATION do hereby set their hand, by and through their duly authorized officers, on the dates shown below.

[Remainder of Page Intentionally Left Blank. Signature Pages to Follow.]

Dated: _____

LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT

By: _____

LINDA GORTON,
MAYOR

Dated: _____

BOARD OF EDUCATION OF FAYETTE
COUNTY, KENTUCKY

By: _____

TYLER MURPHY,
CHAIRPERSON

Exhibit "A"

Fee Simple Right of Way Citation Boulevard Phase 3A Parcel 145a (A portion of 1060 Winburn Drive)

Beginning at an Iron pin set with Identifier #3257 in the existing east right of way line of Winburn Drive at the southwest corner of property of Fayette County School District Finance Corporation (D.B. 2087, P. 382) 132.33 feet left of Station 55+98.47 center line of Winburn Drive; thence with said existing east right of way line along a curve to the left with a radius of 530.00, an arc length of 627.51, and a chord of North 9 degrees 16 minutes 26 seconds West 591.49 feet to an Iron pin set with Identifier #3257 145.94 feet left of Station 63+56.29 centerline of Winburn Drive; thence with said existing east right of way line along a curve to the right with a radius of 470.00, an arc length of 539.51, and a chord of North 10 degrees 18 minutes 26 seconds West 510.38 feet to an Iron pin set with Identifier #3257 133.40 feet left of Station 67 +92.84 centerline of Winburn Drive; thence with said existing east right of way line North 22 degrees 34 minutes 40 seconds East 90.00 feet to an Iron pin set with Identifier #3257 102.59 feet left of Station 68+77.40 centerline of Winburn Drive; thence with said existing east right of way line along a curve to the right with a radius of 924.94, an arc length of 193.73, and a chord of North 28 degrees 34 minutes 41 seconds East 193.38 feet to an Iron pin set with identifier #3257 22.32 feet left of Station 70+48.65 centerline of Winburn Drive; thence with said existing east right of way line North 33 degrees 21 minutes 52 seconds East 25.36 feet to an iron pin set with Identifier #3257 12.50 feet left of Station 70+71.38 centerline of Winburn Drive; thence with said existing east right of way line North 34 degrees 25 minutes 21 seconds East 187.34 feet to an iron pin set with Identifier #3257 33.00 feet right of Station 72+57.15 centerline of Winburn Drive; thence leaving said existing east right of way line along a curve to the left with a radius of 567.00, an arc length of 265.72, and a chord of South 15 degrees 58 minutes 59 seconds West 263.29 feet to an iron pin set with Identifier #3257 33.00 feet right of Station 69+75.97 centerline of Winburn Drive; thence South 2 degrees 33 minutes 27 seconds West 265.58 feet to an iron pin set with identifier #3257 33.00 feet right of Station 67+10.39 centerline of Winburn Drive; thence along a curve to the left with a radius of 567.00, an arc length of 382.98, and a chord of South 16 degrees 47 minutes 33 seconds East 375.74 feet to an Iron pin set with Identifier #3257 33.00 feet right of Station 63+05.12 centerline of Winburn Drive; thence South 36 degrees 08 minutes 34 seconds East 30.72 feet to an iron pin set with identifier #3257 33.00 feet right of Station 62+74.40 centerline of Winburn Drive; thence along a curve to the right with a radius of 633.00, an arc length of 203.40, and a chord of South 26 degrees 56 minutes 15 seconds East 202.53 feet to an iron pin set with identifier #3257 in the south line of property of Fayette County School District Finance Corporation (D.B. 2087, P. 382) 33.00 feet right of Station 60+81.60 centerline of Winburn Drive; thence with said south line South 24 degrees 16 minutes 10 seconds West 472.81 feet to the point of beginning, containing 4.467 acres.

Permanent Drainage Easement
Citation Boulevard Phase 3A
Parcel 145b
(A portion of 1060 Winburn Drive)

Beginning at a point in the proposed right of way line of Winburn Drive 33.00 feet right of Station 64+95.03 centerline of Winburn Drive; thence with said proposed right of way line along a curve to the right with a radius of 567.00, an arc length of 42.75, and a chord of North 15 degrees 50 minutes 33 seconds West 42.74 feet to a point 33.00 feet right of Station 65+40.26 centerline of Winburn Drive; thence leaving said proposed right of way line South 85 degrees 13 minutes 29 seconds East 71.97 feet to a point 100.74 feet right of Station 65+12.86 centerline of Winburn Drive; thence South 4 degrees 46 minutes 31 seconds West 40.00 feet to a point 85.00 feet right of Station 64+69.34 centerline of Winburn Drive; thence North 85 degrees 13 minutes 29 seconds West 56.91 feet to the point of beginning, containing 2,589 square feet.

Temporary Construction Easement
Citation Boulevard Phase 3A
(A portion of 1060 Winburn Drive)

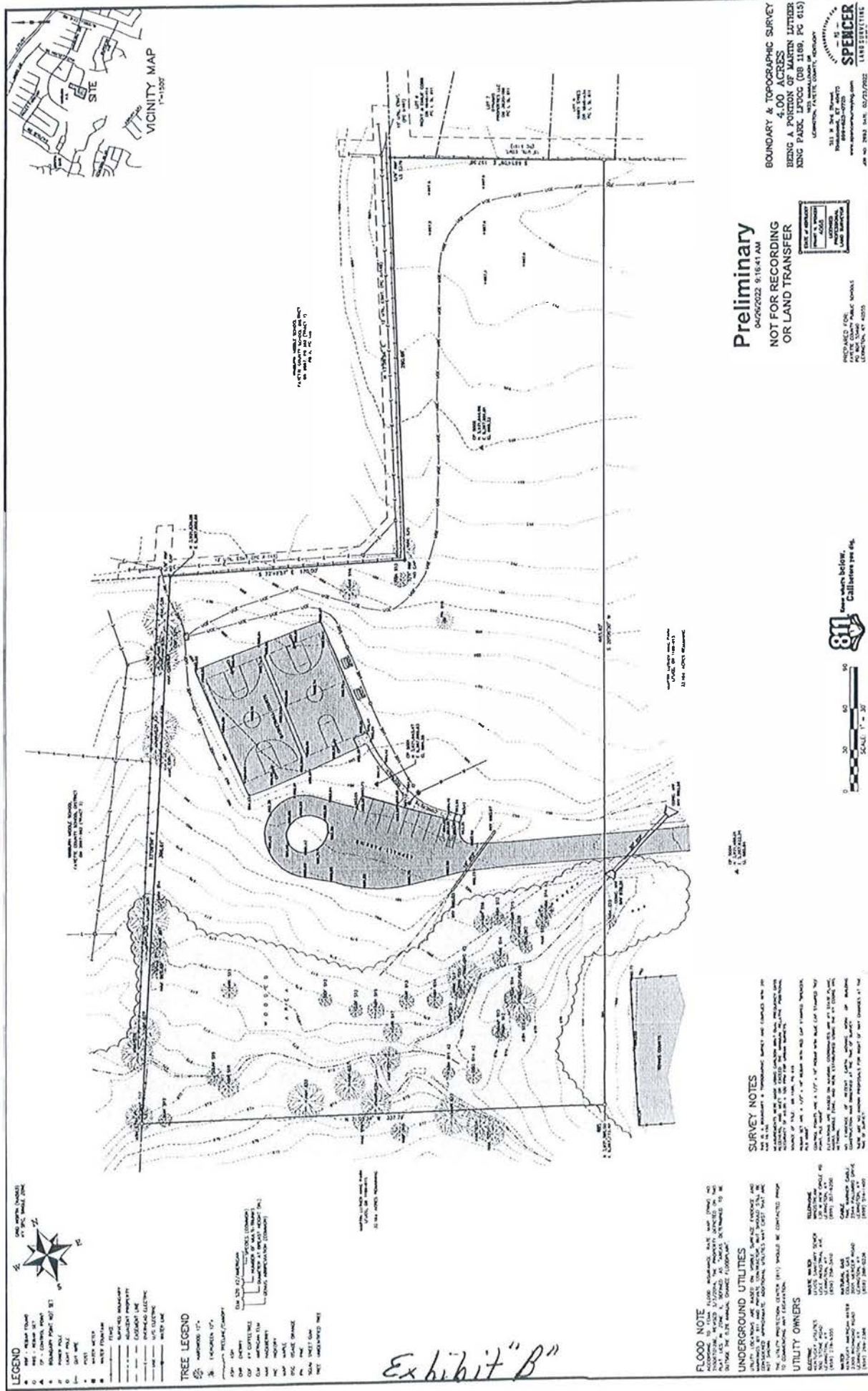
Parcel 145c

Beginning at an iron pin set with Identifier #3257 In the south line of property of Fayette County School District Finance Corporation (D.S. 2087, P. 382) 33.00 feet right of Station 60+81.60 centerline of Winburn Drive; thence along a curve to the left with a radius of 633.00, an arc length of 203.40, and a chord of North 26 degrees 56 minutes 15 seconds West 202.53 feet to an iron pin set with identifier #3257 33.00 feet right of Station 62+74.40 centerline of Winburn Drive; thence North 36 degrees 08 minutes 34 seconds West 30.72 feet to an Iron pin set with Identifier #3257 33.00 feet right of Station 63+05.12 centerline of Winburn Drive; thence along a curve to the right with a radius of 567.00, an arc length of 179.46, and a chord of North 27 degrees 04 minutes 31 seconds West 178.72 feet to an Iron pin set with Identifier #3257 33.00 feet right of Station 64+95.03 centerline of Winburn Drive; thence South 85 degrees 13 minutes 29 seconds East 51.39 feet to a point 80.00 feet right of Station 64+72.06 centerline of Winburn Drive; thence South 19 degrees 07 minutes 56 seconds East 107.70 feet to a point 67.00 feet right of Station 63+50.00 centerline of Winburn Drive; thence South 27 degrees 20 minutes 48 seconds East 98.30 feet to a point 54.00 feet right of Station 62+50.00 centerline of Winburn Drive; thence South 32 degrees 26 minutes 58 seconds East 149.08 feet to a point In the south line of property of Fayette County School District Finance Corporation (D.S. 2087, P. 382) 67.31 feet right of Station 61+14.85 centerline of Winburn Drive; thence with said south line South 24 degrees 16 minutes 10 seconds West 49.74 feet to the point of beginning, containing 12,158 square feet.

Parcel 145d

Beginning at an iron pin set with Identifier #3257 In the existing east right of way line of Winburn Drive 33.00 feet right of Station 72+57.15 centerline of Winburn Drive; thence with said existing east right of way line North 34 degrees 25 minutes 21 seconds East 80.05 feet to a point 35.30 feet right of Station 73+40.00 centerline of Winburn Drive; thence leaving said existing east right of way line South 55 degrees 49 minutes 18 seconds East 9.70 feet to a point 45.00 feet right of Station 73+40.00 centerline of Winburn Drive; thence South 30 degrees 38 minutes 54 seconds West 76.33 feet to a point 48.00 feet right of Station 72+6000 centerline of Winburn Drive; thence South 20 degrees 52 minutes 39 seconds West 146.40 feet to a point 51.00 feet right of Station 71+00.00 centerline of Winburn Drive; thence South 1 degrees 36 minutes 02 seconds West 37.03 feet to a point 58.00 feet right of Station 70+60.00 centerline of Winburn Drive; thence South 47 degrees 14 minutes 50 seconds East 32.24 feet to a point 85.00 feet right of Station 70+40.00 centerline of Winburn Drive; thence South 6 degrees 17 minutes 06 seconds West 42.90 feet to a point 85.00 feet right of Station 69+90.00 centerline of Winburn Drive; thence South 50 degrees 05 minutes 25 seconds West 34.08 feet to a point 60.00 feet right of Station 69+65.00 centerline of Winburn Drive; thence South 00 degrees 22 minutes 17 seconds East 215.28 feet to a point 71.00 feet right of Station 67+50.00 centerline of Winburn Drive; thence South 1 degrees 36 minutes 15 seconds East 136.57 feet to a point 72.00 feet right of Station 66+00.00 centerline of Winburn Drive thence South 18 degrees 23 minutes 56 seconds East 68.49 feet to a point 80.00 feet right of Station 65+2206 centerline of Winburn Drive; thence North 85 degrees 13 minutes 29 seconds West 49.80 feet to a point 33.00 feet right of Station 65+40.26 centerline of Winburn Drive; thence along a curve to the right with a radius of 567.00, an arc length of 160.77, and a chord of North 5 degrees 33 minutes 55 seconds West 160.23 feet to an iron pin set with Identifier #325733.00 feet right of Station 67+1039 centerline of Winburn Drive; thence North 2 degrees 33 minutes 27 seconds East 265.58 feet to an Iron pin set with identifier #3257 33.00 feet right of Station 69+75.97 centerline of Winburn Drive; thence along a curve to the right with a radius of 567.00, an arc length of 265.72, and a chord of North 15 degrees 58 minutes 59 seconds East.263.29 feet to the point of beginning, containing 24,092square feet.

Being part of the same property designated as Winburn Middle School conveyed to the Fayette County School District Finance Corporation from the Board of Education of Fayette County, Kentucky by deed dated October 12, 1999 and of record in in Deed Book 2087, Page 382, Fayette County Clerk's Office.



Winburn
M.S.
LARRY LAMBERT LUNDA
LAWYER
WINBURN, MISSOURI 65051

PROPERTY OF PUBLIC TRUST
MISSOURI DEPARTMENT OF REVENUE
LAWYER
WINBURN, MISSOURI 65051

PROPERTY OF PUBLIC TRUST
MISSOURI DEPARTMENT OF REVENUE
LAWYER
WINBURN, MISSOURI 65051



MAP FOR CONSTRUCTION
SCHEMATIC

DATE	10/10/10
BY	WYBORG
PROJECT NUMBER	21-10
PROJECT NAME	

CARMAN
CARMAN & ASSOCIATES
LAWYER
WINBURN, MISSOURI 65051

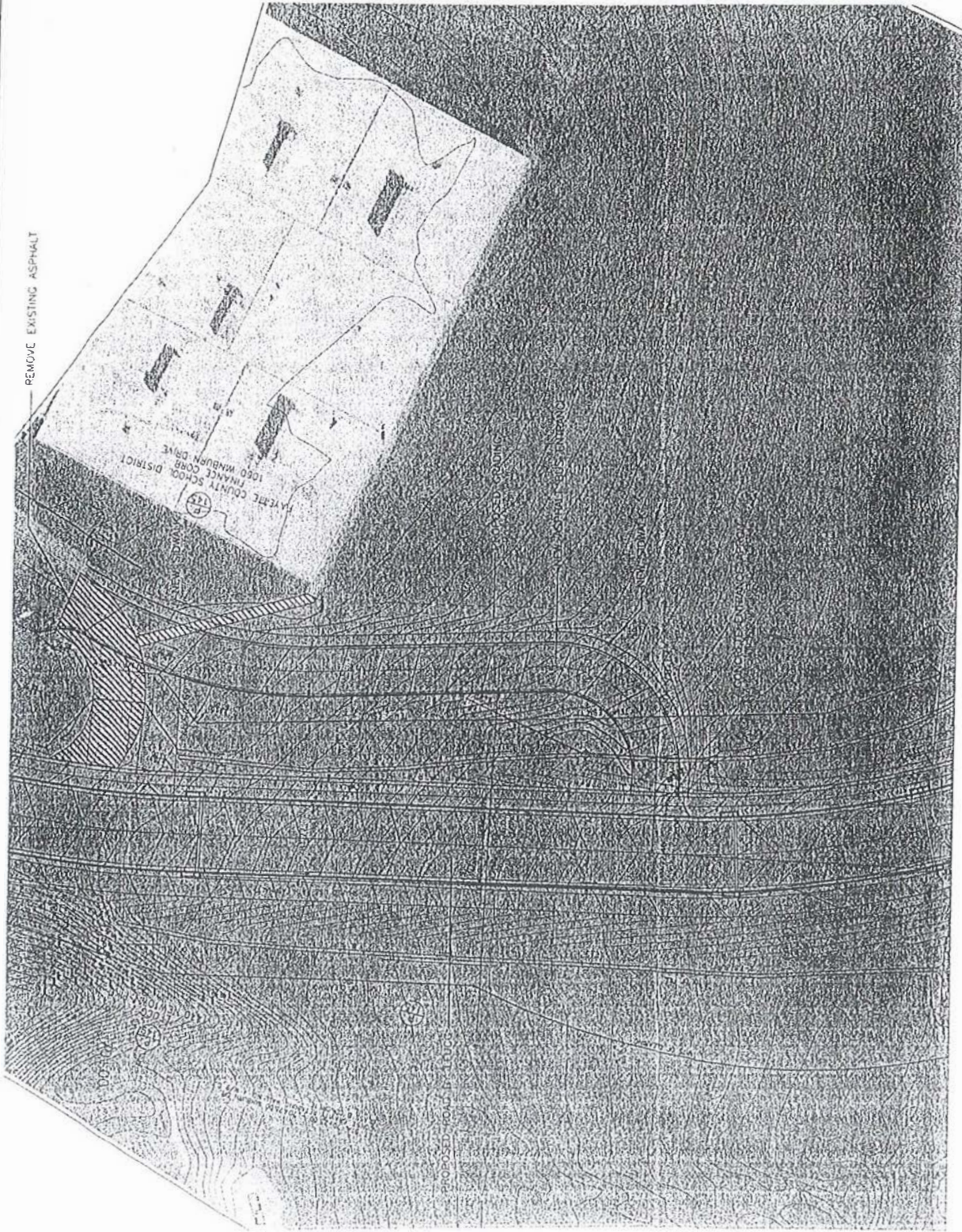
PROPERTY OF PUBLIC TRUST
MISSOURI DEPARTMENT OF REVENUE
LAWYER
WINBURN, MISSOURI 65051

MAP NUMBER

Exhibit "C"



REMOVE EXISTING ASPHALT



Estimate of Probable Construction Cost for Work
Winburn Middle School Bus Lane Evaluation
CARMAN Project #21-116

25-Mar-25

Work Item	Unit	Unit Cost	Quantity	Extension
Mobilization	ls	\$ 6,240	1	\$ 6,240
Sidewalk Demolition	sy	\$ 23	62	\$ 1,451
Asphalt Demolition	sy	\$ 16	350	\$ 5,642
Erosion Control	ls	\$ 4,680	1	\$ 4,680
Earthwork - Excavation & Placement	cy	\$ 36	725	\$ 26,390
DGA - Base for Road	ton	\$ 52	305	\$ 15,860
DGA - Base for Sidewalk	ton	\$ 52	37	\$ 1,924
Sawcut	lf	\$ 21	33	\$ 686
CL 2 Asphalt (3.5" Base, 1.5" Surface)	ton	\$ 192	285	\$ 54,834
Pavement Striping Arrow	ea	\$ 520	1	\$ 520
Storm Structure (LFUCG Curb Inlet Type D)	ea	\$ 4,160	2	\$ 8,320
Storm Manhole (4' Dia.)	ea	\$ 4,680	2	\$ 9,360
Storm Pipe (18")	lf	\$ 83	145	\$ 12,064
18" Headwall	ea	\$ 4,160	1	\$ 4,160
Channel Lining/Outfall Protection	ton	\$ 83	2	\$ 166
Concrete Sidewalk (4-1/2")	sy	\$ 73	279	\$ 20,311
Concrete Entrance Pavement	sy	\$ 83	42	\$ 3,494
Detectable Warning Surface	sf	\$ 78	16	\$ 1,248
Concrete Curb and Gutter	lf	\$ 52	772	\$ 40,144
Site Lighting	ea	\$ 10,400	2	\$ 20,800
Sodding	sy	\$ 8	1560	\$ 12,979
Demobilization	ls	\$ 5,200	1	\$ 5,200
Subtotal				\$ 256,474
Contractor's Overhead and Profit	15.00%			\$ 38,471
Design				
*Estimated Probable Construction Cost Total - Base Bid 2025				\$ 294,946

RESOLUTION NO. _____ – 2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE THE REAL ESTATE EXCHANGE AGREEMENT, AND ANY NECESSARY DOCUMENTS, WITH BOARD OF EDUCATION OF FAYETTE COUNTY TO AUTHORIZE A LAND SWAP TO OBTAIN A PARCEL FOR THE CITATION BOULEVARD PHASE IIIA PROJECT, AND TO ACCEPT DEEDS RESULTING THEREFROM, AT A COST NOT TO EXCEED \$122,265.00, PLUS AN ESTIMATED \$294,946.00 FOR A SCHOOL BUS LANE IF BID IN 2025 WITH ANNUAL INCREASES IF BID THEREAFTER.

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 Real Estate Exchange Agreement, which is attached hereto and incorporated herein by reference, and any necessary documents, with Board of Education of Fayette County, to authorize a land swap to obtain a parcel for the Citation Boulevard Phase IIIA Project, for the Division of Engineering, and to accept deeds resulting therefrom.

Section 2 – That an amount, not to exceed the sum of \$122,265.00, plus an estimated \$294,946.00 for a bus lane if bid in 2025 with annual increases if bid thereafter, be and hereby is approved for payment to Board of Education of Fayette County, from account # 2610-303202-3251-91715, pursuant to the terms of the Real Estate Exchange Agreement.

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

PASSED URBAN COUNTY COUNCIL:

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0758-25:EPT_4907-6455-6898, v. 1

RESOLUTION NO. 401 – 2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE THE REAL ESTATE EXCHANGE AGREEMENT, AND ANY NECESSARY DOCUMENTS, WITH BOARD OF EDUCATION OF FAYETTE COUNTY TO AUTHORIZE A LAND SWAP TO OBTAIN A PARCEL FOR THE CITATION BOULEVARD PHASE IIIA PROJECT, AND TO ACCEPT DEEDS RESULTING THEREFROM, AT A COST NOT TO EXCEED \$122,265.00, PLUS AN ESTIMATED \$294,946.00 FOR A SCHOOL BUS LANE IF BID IN 2025 WITH ANNUAL INCREASES IF BID THEREAFTER.

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 Real Estate Exchange Agreement, which is attached hereto and incorporated herein by reference, and any necessary documents, with Board of Education of Fayette County, to authorize a land swap to obtain a parcel for the Citation Boulevard Phase IIIA Project, for the Division of Engineering, and to accept deeds resulting therefrom.

Section 2 – That an amount, not to exceed the sum of \$122,265.00, plus an estimated \$294,946.00 for a bus lane if bid in 2025 with annual increases if bid thereafter, be and hereby is approved for payment to Board of Education of Fayette County, from account # 2610-303202-3251-91715, pursuant to the terms of the Real Estate Exchange Agreement.

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

PASSED URBAN COUNTY COUNCIL: August 28, 2025



MAYOR

ATTEST:



CLERK OF URBAN COUNTY COUNCIL

0758-25:EPT_4907-6455-6898, v. 1



Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0760-25

File ID: 0760-25

Type: Resolution

Status: Approved

Version: 2

Contract #:

In Control: Urban County
Council

File Created: 08/11/2025

Final Action: 09/11/2025

File Name: Request Council authorization to execute Amendment No. 2 to the grant agreement with the Bluegrass Area Development District to the reduce recognized revenue to \$45,291 for the federal award and \$102,160 for the state award for the Senior Citizens Center

Title: A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute Amendment No. 2 to the Agreement with the Bluegrass Area Development District, to reduce the recognized revenue to \$45,291.00 for the Federal Award and \$102,160.00 for the State Award for Operation of the Lexington Senior Center in FY 2025, which obligates the Urban County Government to provide an increase in match of \$6,613.27. [Div. of Aging and Disability Services, Stambaugh]

Notes: RIO 9/10/2025. MS

Sponsors:

Enactment Date: 09/11/2025

Attachments: 26-Blue Sheet Memo FY25 Amendment Sr Citizn Center, BA 13863 to reflect actual award, Lexington Notice of Amendment No. 2 for Mayor Signature 7.22.2024, RE_ FY25 Grant for Senior Center Amendment No. 2, TIII Allocation Handout FY25 7.10.2024, RESO 0760-25 4937-5136-2658 v.1.docx

Enactment Number: R-407-2025

Deed #:

Hearing Date:

Drafter: Katrina James

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
2	Urban County Council Work Session	08/19/2025	Approved and Referred to Docket	Urban County Council	08/28/2025		Pass
2	Urban County Council	08/28/2025	Received First Reading	Urban County Council	09/11/2025		
2	Urban County Council	09/11/2025	Approved				Pass

Text of Legislative File 0760-25

Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute Amendment No. 2 to the Agreement with the Bluegrass Area Development District, to reduce the recognized revenue to \$45,291.00 for the Federal Award and \$102,160.00 for the State Award for Operation of the Lexington Senior Center in FY 2025, which obligates the Urban County Government to provide an increase in match of \$6,613.27. [Div. of Aging and Disability Services, Stambaugh]

Summary

Authorization to execute Amendment No. 2 to the Grant Agreement (Resolution 390-2024) with the Bluegrass Area Development District to reduce the recognized revenue to \$45,291 for the federal award and \$102,160 for the state award for the Senior Citizens Center in FY 2025. This obligates the government to provide an increase in match of \$6,613.27. Budget amendment in process. (L0760-25)(Stambaugh/Allen-Bryant)

Budgetary Implications: Yes

Advance Document Review:

Law: Yes, Completed by Ashleigh Bailey, 8/12/2024

Risk Management: N/A

Fully Budgeted: Budget amendment is in process.

Account Number:

This Fiscal Year Impact: \$6,613.27 obligation from General Fund

Annual Impact: \$0

Project: SR_CITIZN_2025

Activity: MS_GRANT

Budget Reference: 2025

Current Balance:



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

**FROM: THERESA REYNOLDS, DIRECTOR
DIVISION OF GRANTS AND SPECIAL PROGRAMS**

DATE: AUGUST 8, 2025

SUBJECT: Amendment No. 2 to Senior Citizens Agreement for Fiscal Year 2025

Request: Council authorization to execute Amendment No. 2 to the grant agreement with the Bluegrass Area Development District to the reduce recognized revenue to \$45,291 for the federal award and \$102,160 for the state award for the Senior Citizens Center in FY 2025. This obligates the government to provide an increase in match of \$6,613.27

Purpose of Request: On July 9, 2024 (Resolution 390-2024), Council approved to execute an agreement and accept an award with Bluegrass Area Development District for \$183,455. Grant match adopted in the FY 2025 general fund budget in the amount of \$234,580 also supports the project. Amendment No. 2 reduces the federal funding by \$27,219.00 and the state funding by \$8,785.00 for a total decrease of \$36,004 for FY 2025.

The Bluegrass Area Development District awarded funds in the amount of \$45,291 for federal and \$102,160 for state for total award of \$147,451 under Title III of the Older Americans Act for operation of the Lexington Senior Center in FY 2025. The minimum local match required for the operation of the project is 15%; however, the amount of general fund budget obligation increased to \$241,193.27 which obligates the increased match of \$6,613.27 to cover expenses. Grant funded staff includes a Center Director, a Social Worker, Social Worker Senior, a Staff Assistant Senior and an Administrative Specialist Senior.

What is the cost in this budget year and future budget years? Federal and state funds were awarded in the amount of \$147,451 for the operation of the center in Fiscal Year 2025. The grant match increase is \$6,613.27. Funds for future budget years are dependent upon availability of grant funds.

Are the funds budgeted? Budget amendment is in process.

File Number: 0760-25

Director/Commissioner: Stambaugh/ Allen-Bryant



LFUCG Budget Amendment Request Form

Requester: Willis,Desiree Date: 08/11/2025 Status: Pending Approval Amend Nbr: 13863

Business Unit: LFUCG Journal Date: 08/11/2025 Budget Period: 2026 Bid: ☐ Admin Review: ☐

▼ Personnel, Operating & Capital Accounts

Personalize | Find | View 3 | |

First 1-4 of 4 Last

	Fund	Dept	Section	Account	Description	Amount	Division	Department	Journal ID
1	3190	606102	6081	63111	Civil Service Salaries	-13,115.75	KSTAMBAU	059223	
2	3190	606102	6081	63121	Non-Civil Service Salaries	-3,750.38	KSTAMBAU	059223	
3	3190	606102	6081	63511	Pension Contributions	-6,239.52	KSTAMBAU	059223	
4	3190	606102	6081	63615	BP - UCG	-6,285.08	KSTAMBAU	059223	

▼ Revenue Accounts

Personalize | Find | View All | |

First 1-3 of 3 Last

	Fund	Dept	Section	Account	Description	Amount	Division	Department	Journal ID
1	3190	606102	6081	44010	Intergovernmental - Federal	-27,219.00	KSTAMBAU	059223	
2	3190	606102	6081	44040	Intergovernmental - State/Oth	-8,785.00	KSTAMBAU	059223	
3	3190	606102	6081	45911	Transfer From General Service	6,613.27	KSTAMBAU	059223	

▶ Project/Grant Revenue

▶ Project/Grant Expenditures

Comments:

To reflect actual federal and state for SR_CITIZN_2025.

Net Amend Amt: -6,613.27

MEMORANDUM

TO: Albulena Jahjaga
FROM: PaKou Vang
SUBJECT: Amendment
DATE: 7/10/2024

Enclosed is the amendment to incorporate actual FY25 budgets into your contract. Please sign the amendment notice and all the budget pages and return them to me at the ADD. Please let me know if you have any questions or concerns. Thank you!

PaKou Vang

Aging Accounting Officer
Bluegrass Area Agency on Aging
859 810-2557
pvang@bgadd.org



Bluegrass Area Agency on Aging
Bluegrass Area Development District, Inc.

Subcontract Under: AS-2024-2025
Date: July 10, 2024
Amendment: #2

**NOTICE OF AMENDMENT TO PROGRAM
ADMINISTRATION CONTRACT**

NOTICE OF AMENDMENT

Name and Address of Second Party: Lexington-Fayette Urban County Government
Division of Community Development
Dba Lexington Senior Citizen Center
195 Life Lane
Lexington, KY 40502

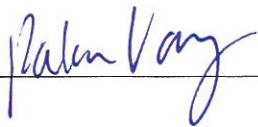
Confirming the verbal agreement heretofore made between you and the Bluegrass Area Development District, Inc., the contract being a subcontract under Contract Number **AS-2024-2025** dated July 10, 2024, amended July 10, 2024, and in consideration of payments to you made and/or to be made thereunder, is being revised as follows:

Add Title III-B Federal Fund Budget and State budget dated July 10, 2024 to incorporate the actual FY2025 allocations.


All other terms and conditions of the contract except as modified above are hereby ratified and confirmed.

Please signify your acceptance of the above amendment to subcontract under Contract **AS-2024-2025** by affixing your signature in the space provided below.

WITNESS:



FIRST PARTY: Bluegrass Area Development District, Inc.



Celeste Robinson, Aging Director

WITNESS:

SECOND PARTY: Lexington-Fayette Urban Co. Government
Dba Lexington Senior Citizen Center

Linda Gorton, Mayor

From: Kimberly L Jackson
To: Celia Moore; Kristina Stambaugh
Subject: RE: Grant for Senior Center
Date: Monday, August 12, 2024 11:56:55 AM
Attachments: image001.png
image002.png
image006.png
image007.png
image008.png
image009.png
FAYETTE FY25 working 7.22.2024.pdf
Resolution 390-2024.pdf
FAYETTE FY25 7-18-24.xlsx
SR Citizen 25.msg

Good morning Celia,

The local cash difference is an increase of \$6,613.27. Elizabeth agreed that it could be covered with older years match (see attached email). I discussed with Ashleigh in Law – the resolution would need to be amended to show the 6,613.27 increase in local cash. Once that has gone thru Council, the Mayor can sign the FY25 Award allocated budget (See attached 'FAYETTE FY25 7-18-24').

Would we do the amendment to reduce the Federal and State allocations at the same time? Also, I'm not certain of the logistics as far as timelines etc. Would we submit a blue sheet to reduce the Fed & State And the increase to local cash at the same time? When would that go to Council – since Eliabeth says they won't change fund balance until after the Oct. or later?

Also, as far as the grant budget is concerned – what exactly needs to happen?

Kimberly L. Jackson
Grants Manager
Social Services, Office of the Commissioner

859-258-3814 office
lexingtonky.gov



From: Celia Moore <cmoore@lexingtonky.gov>
Sent: Monday, August 5, 2024 2:13 PM
To: Kimberly L Jackson <kjackson1@lexingtonky.gov>; Kristina Stambaugh <kstambau@lexingtonky.gov>
Subject: RE: Grant for Senior Center

Hi Kimberly,

The attached was sent to Grants along with the Amendment No. 2 allocation. What is going on with this as the amount of local match difference? It is still more than what was approved in the mayor's budget.

DEPARTMENT FOR AGING AND INDEPENDENT LIVING
TITLE III-B BUDGET

NAME & ADDRESS	CONTRACT PERIOD	MARK ONE:	I certify that the information contained herein is accurate to the best of my knowledge:
Lexington-Fayette Urban County Government	07/01/24 - 06/30/25	<input checked="" type="checkbox"/> Original Budget <input type="checkbox"/> Revised Budget <input type="checkbox"/> Financial Report <input type="checkbox"/> Audited Financial Report	
Senior Citizens Center	REPORT PERIOD	DATE SUBMITTED:	SIGNATURE OF EXECUTIVE DIRECTOR
195 Life Lane	07/01/24 - 06/30/25		
Lexington, KY 40502			
859-278-6072			

Cost Category	Federal	Federal Unexpended	State	Local Cash	Local In-Kind	ARPA	Amount Budgeted
Personnel							0.00
Travel							0.00
Supplies							0.00
Equipment							0.00
Other Operating							0.00
Contracts	45,291.00	0.00	102,160.00	241,193.27	0.00	41,931.73	430,576.00
Indirect							0.00
Total	45,291.00	0.00	102,160.00	241,193.27	0.00	41,931.73	430,576.00

*This line will automatically calculate from table below

Celia Moore
Grants Manager
Grants & Special Programs

859.258.3070 office
cmoore@lexingtonky.gov



From: Kimberly L Jackson <kjackson1@lexingtonky.gov>
Sent: Wednesday, July 17, 2024 9:53 AM
To: Celia Moore <cmoore@lexingtonky.gov>; Kristina Stambaugh <kstambau@lexingtonky.gov>
Subject: RE: Grant for Senior Center

Okay, thanks Celia. Working on it!

Kimberly L. Jackson
Grants Manager
Social Services, Office of the Commissioner

859-258-3814 office
lexingtonky.gov



From: Celia Moore <cmoore@lexingtonky.gov>
Sent: Wednesday, July 17, 2024 9:33 AM
To: Kimberly L Jackson <kjackson1@lexingtonky.gov>; Kristina Stambaugh <kstambau@lexingtonky.gov>
Cc: Albulena Jahjaga <ajahjaga@lexingtonky.gov>
Subject: FW: Grant for Senior Center

Kimberly,

The attached resolution is what was approved before Council went on summer break and the sheet provided is showing more local match than resolution approved and what was approved in the mayor's budget. Please check with Budgeting regarding the difference in the local match before the mayor signs this document.

Operating Budget by Fund and Division Fund 1101 - General Services District									
Prior and Current Budget Year				Continuation			New or Expanded Service		
1	2	3	4	5	6	7	8	9	
2023	2024	2024 YTD	2025	2025	2025	2025	2025	2025	
Actual	Original	Actual	Request	Mayor's	Council	Request	Mayor's	Council	
76332 - Vehicle Washes And Supplies	-	250	32	128	128	-	-	-	-
77802 - Subscriptions and Publications	1,178	1,570	595	1,469	1,469	-	-	-	-
78201 - Grant Match	48,405	225,985	0	234,580	234,580	-	-	-	-
95101 - Copy Machine Lease Purchase	10,772	-	0	0	-	-	-	-	-

Celia Moore
Grants Manager
Grants & Special Programs

859.258.3070 office
cmoore@lexingtonky.gov



From: Kimberly L Jackson <kjackson1@lexingtonky.gov>
Sent: Wednesday, July 17, 2024 8:52 AM
To: Celia Moore <cmoore@lexingtonky.gov>
Cc: Kristina Stambaugh <kstambau@lexingtonky.gov>
Subject: FW: Grant for Senior Center

Good morning Celia,

This is ready for Mayor Gorton's signature. This does not need to go back to Council since the award has already been approved, correct? Kristy, will you send the signed amendment directly to Celia in Grants?

Thanks,
Kimberly

Kimberly L. Jackson
Grants Manager
Social Services, Office of the Commissioner

859-258-3814 office
lexingtonky.gov



From: Kristina Stambaugh <kstambau@lexingtonky.gov>
Sent: Wednesday, July 17, 2024 8:43 AM
To: Kimberly L Jackson <kjackson1@lexingtonky.gov>
Subject: Grant for Senior Center

Who in grants do I send this to?
Pakou also gave me the wet signature Amendment.

Kristy Stambaugh, CTRS, MRC, CRC
She | Her | Hers
Director
Aging and Disability Services

859.278.6072 office
lexingtonky.gov



**TITLE III ALLOCATIONS & REQUIRED MATCH
FY25**

County or Program	Total III B Federal	Total III B State	Total III B	15% Required Match of B**
Anderson	24,672.00	15,255.00	39,927.00	4,353.88
Bourbon	25,186.00	16,933.00	42,119.00	4,444.59
Boyle	26,915.00	22,578.00	49,493.00	4,749.71
Clark	27,896.00	25,781.00	53,677.00	4,922.82
Estill	24,610.00	15,052.00	39,662.00	4,342.94
Fayette	45,291.00	102,160.00	147,451.00	7,992.53
Franklin	30,233.00	33,409.00	63,642.00	5,335.24
Garrard	25,015.00	16,374.00	41,389.00	4,414.41
Harrison	25,498.00	17,950.00	43,448.00	4,499.65
Jessamine	30,061.00	32,850.00	62,911.00	5,304.88
Lincoln	27,460.00	24,358.00	51,818.00	4,845.88
Berea	18,629.00	28,171.00	46,800.00	3,287.47
Richmond	18,629.00	28,171.00	46,800.00	3,287.47
Mercer	26,105.00	19,934.00	46,039.00	4,606.76
Nicholas	22,321.00	7,577.00	29,898.00	3,939.00
Powell	23,193.00	10,424.00	33,617.00	4,092.88
Scott	28,519.00	27,815.00	56,334.00	5,032.76
Woodford	26,105.00	19,934.00	46,039.00	4,606.76
BGCAP Nutrition	19,410.00	43,783.00	63,193.00	3,425.29
Case Mgmt	15,000.00		15,000.00	2,647.06
Ombudsman	29,000.00		29,000.00	5,117.65
Legal	30,000.00		30,000.00	5,294.12
Totals	569,748.00	508,509.00	1,078,257.00	100,543.75

County or Program	Total III C-1 Federal	Total III C-1 State	Total III C-1	15% Required Match of C1**	Total III C-2 Federal	Total III C-2 State	Total III C-2	15% Required Match of C2**
Anderson	6,744.00	59.00	6,803.00	1,190.12	13,785.00	122.00	13,907.00	2,432.65
Bourbon	7,497.00	66.00	7,563.00	1,323.00	15,328.00	135.00	15,463.00	2,704.94
Boyle	9,986.00	88.00	10,074.00	1,762.24	20,415.00	180.00	20,595.00	3,602.65
Clark	11,415.00	101.00	11,516.00	2,014.41	23,336.00	206.00	23,542.00	4,118.12
Estill	6,663.00	59.00	6,722.00	1,175.82	13,621.00	120.00	13,741.00	2,403.71
Fayette			-	-			-	-
Franklin	14,770.00	130.00	14,900.00	2,606.47	30,196.00	266.00	30,462.00	5,328.71
Garrard	7,257.00	64.00	7,321.00	1,280.65	14,836.00	131.00	14,967.00	2,618.12
Harrison	7,947.00	70.00	8,017.00	1,402.41	16,247.00	143.00	16,390.00	2,867.12
Jessamine	14,560.00	128.00	14,688.00	2,569.41	29,770.00	264.00	30,034.00	5,253.53
Lincoln	10,789.00	95.00	10,884.00	1,903.94	22,056.00	195.00	22,251.00	3,892.24
Berea	12,474.00	110.00	12,584.00	2,201.29	25,503.00	225.00	25,728.00	4,500.53
Richmond	12,474.00	110.00	12,584.00	2,201.29	25,503.00	225.00	25,728.00	4,500.53
Mercer	8,830.00	78.00	8,908.00	1,558.24	18,052.00	159.00	18,211.00	3,185.65
Nicholas	3,371.00	30.00	3,401.00	594.88	6,893.00	61.00	6,954.00	1,216.41
Powell	4,624.00	41.00	4,665.00	816.00	9,453.00	83.00	9,536.00	1,668.18
Scott	12,314.00	109.00	12,423.00	2,173.06	25,174.00	222.00	25,396.00	4,442.47
Woodford	8,830.00	78.00	8,908.00	1,558.24	18,052.00	159.00	18,211.00	3,185.65
BGCAP Nutrition	298,154.00	2,631.00	300,785.00	52,615.41	609,552.00	5,378.00	614,930.00	107,568.00
Totals	458,699.00	4,047.00	462,746.00	80,946.88	937,772.00	8,274.00	946,046.00	165,489.21

County or Program	FY25 Total	FY25 Federal Total	15% Required Match **
Anderson	60,637.00	45,201.00	7,976.65
Bourbon	65,145.00	48,011.00	8,472.53
Boyle	80,162.00	57,316.00	10,114.60
Clark	88,735.00	62,647.00	11,055.35
Estill	60,125.00	44,894.00	7,922.47
Fayette	147,451.00	45,291.00	7,992.53
Franklin	109,004.00	75,199.00	13,270.42
Garrard	63,677.00	47,108.00	8,313.18
Harrison	67,855.00	49,692.00	8,769.18
Jessamine	107,633.00	74,391.00	13,127.82
Lincoln	84,953.00	60,305.00	10,642.06
Berea	85,112.00	56,606.00	9,989.29
Richmond	85,112.00	56,606.00	9,989.29
Mercer	73,158.00	52,987.00	9,350.65
Nicholas	40,253.00	32,585.00	5,750.29
Powell	47,818.00	37,270.00	6,577.06
Scott	94,153.00	66,007.00	11,648.29
Woodford	73,158.00	52,987.00	9,350.65
BGCAP	978,908.00	927,116.00	163,608.70
Case Mgmt	15,000.00	15,000.00	2,647.06
Ombudsman	29,000.00	29,000.00	5,117.65
Legal	30,000.00	30,000.00	5,294.12
Totals	2,487,049.00	1,966,219.00	346,979.84

Please Note: You may NOT move allocations between categories.

** This number represents only the federal match required. Most of you receive more local funds than required to meet your match. You should continue to ask for the amount you have been receiving from local resources. Please remember that program income may not be used as match.

RESOLUTION NO. _____-2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AMENDMENT NO. 2 TO THE AGREEMENT WITH THE BLUEGRASS AREA DEVELOPMENT DISTRICT, TO REDUCE THE RECOGNIZED REVENUE TO \$45,291.00 FOR THE FEDERAL AWARD AND \$102,160.00 FOR THE STATE AWARD FOR OPERATION OF THE LEXINGTON SENIOR CENTER IN FY 2025, WHICH OBLIGATES THE URBAN COUNTY GOVERNMENT TO PROVIDE AN INCREASE IN MATCH OF \$6,613.27.

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 Amendment No. 2 to the Agreement, which is attached hereto and incorporated herein by reference, with the Bluegrass Area Development District, to reduce the recognized revenue to \$45,291.00 for the federal funds and \$102,160.00 for the state award for operation of the Lexington Senior Center in FY 2025, which obligates the Urban County Government to provide an increase in match of \$6,613.27.

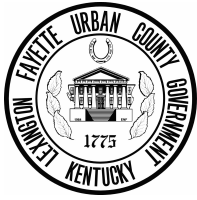
Section 2 - That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL:

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL
0760-25:WDR:4937-5136-2658, v. 1



Lexington-Fayette Urban County Government Master

200 E. Main St
Lexington, KY 40507

File Number: 0761-25

File ID: 0761-25

Type: Resolution

Status: Approved

Version: 2

Contract #:

In Control: Urban County
Council

File Created: 08/11/2025

File Name: Release of Easement Commercial & Eastland Drives

Final Action: 09/11/2025

Title: A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute a Release of Easement, releasing a portion of a utility easement on the property located at 1120 Commercial Dr. and 1245 Eastland Dr. [Div. of Water Quality, Martin]

Notes: RIO 9/9/2025. MS

Sponsors:

Enactment Date: 09/11/2025

Attachments: Blue Sheet Memo,
Commercial1120Eastland1245MAP, Release of
Easement, RESO 761-25- Release of Easement at
1120 Commercial Drive and 1245 Eastland
4931-1002-3778 v.1.docx

Enactment Number: R-408-2025

Deed #:

Hearing Date:

Drafter: Christina King/ Debbie Barnett

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
2	Urban County Council Work Session	08/19/2025	Approved and Referred to Docket	Urban County Council	08/28/2025		Pass
2	Urban County Council	08/28/2025	Received First Reading	Urban County Council	09/11/2025		
2	Urban County Council	09/11/2025	Approved				Pass

Text of Legislative File 0761-25

Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute a Release of Easement, releasing a portion of a utility easement on the property located at 1120 Commercial Dr. and 1245 Eastland Dr. [Div. of Water Quality, Martin]

Summary

Authorization to approve the release of a Utility Easement at 1120 Commercial Drive & 1245 Eastland Drive, it is no longer needed. No Budgetary impact. (L0761-25)

(Martin/Albright)

Budgetary Implications [select]: No

Advance Document Review:

Law: Yes. Evan Thompson 8/7/25

Risk Management: No

Fully Budgeted [select]: N/A

Account Number:

This Fiscal Year Impact: \$

Annual Impact: \$

Project:

Activity:

Budget Reference:

Current Balance:



TO: Mayor Linda Gorton
Urban County Council

FROM: Gregory S. Lubeck, P.E., Deputy Director
Division of Water Quality

DATE: August 11, 2025

SUBJECT: RELEASE OF A UTILITY EASEMENT AT 1120 COMMERCIAL DRIVE AND 1245
EASTLAND DRIVE

Request

The purpose of this memorandum is to request a resolution authorizing the Mayor on behalf of the Lexington-Fayette Urban County Government to execute a release of a utility easement at 1120 Commercial Drive and 1245 Eastland Drive.

Purpose of Request

The easement is no longer needed.

Project Cost in FY25

There is no cost with this request.

Project Cost Impact for Future Budget Years

There is no projected future cost.

Are Funds Budgeted

N/A.

Law Review

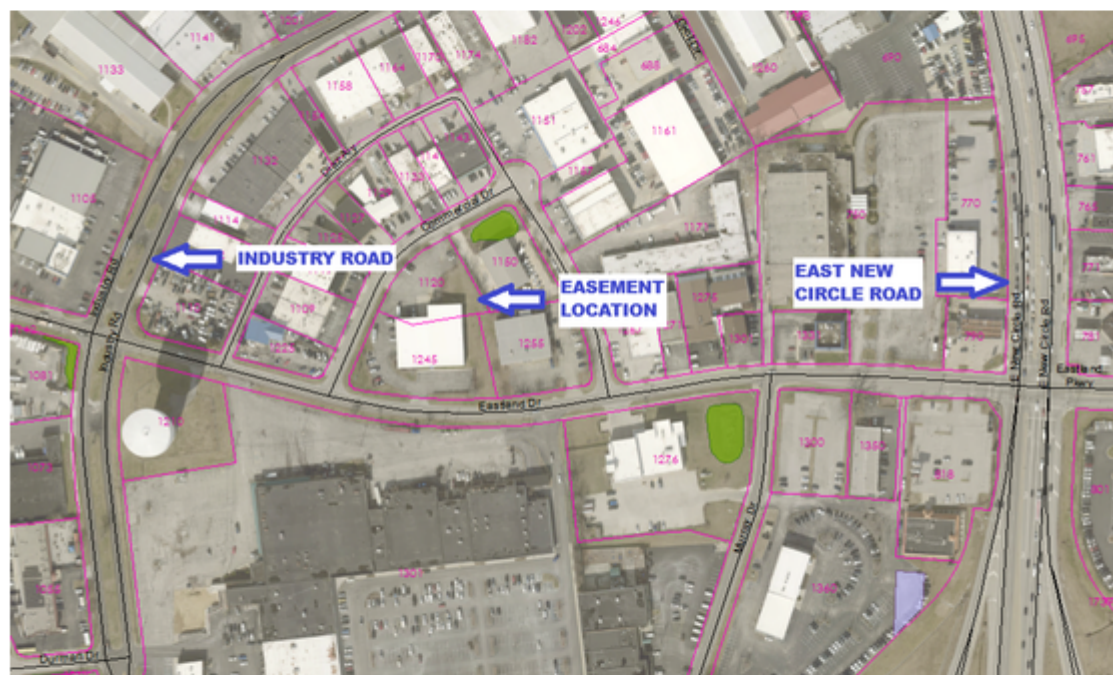
E. Thompson, 08/07/2025.

Martin/Albright

DRB

cc: Debbie R Barnett
Gregory Lubeck, PE





RELEASE OF EASEMENT

This Release of Easement (the "Release") made this the ____ day of _____, 2025, by and between S & B Investors, Inc., a Kentucky corporation, 1429 Winter Avenue Louisville, Kentucky 40204, its successors and assigns, hereinafter referred to as "First Party" and the Lexington-Fayette Urban County Government, an Urban County Government organized under the laws of the Commonwealth of Kentucky, 200 E. Main Street Lexington, Kentucky 40507, hereinafter referred to as "Second Party".

WITNESSETH:

WHEREAS, Second Party was granted a certain easement located on Owner's property located at 1245 Eastland Drive and 1120 Commercial Drive, Lexington, Kentucky 40505, Fayette County, KY PVA Parcel Nos. 17264825 and 19995990, which property the First Party acquired by Deed dated November 3, 1994, and of record in Deed Book 1758, Page 587, in the Office of the Fayette County Clerk; and

WHEREAS, said easement is recorded in Plat Cabinet C, Slide 310, in the Office of the Fayette County Clerk; and

WHEREAS, a portion of the easement is no longer needed, and the First Party is desirous of having such portion of the easement released per the hatched area labeled "Util. Esmt" on the drawing attached hereto as Exhibit "A," and the Second Party is agreeable to said release; and

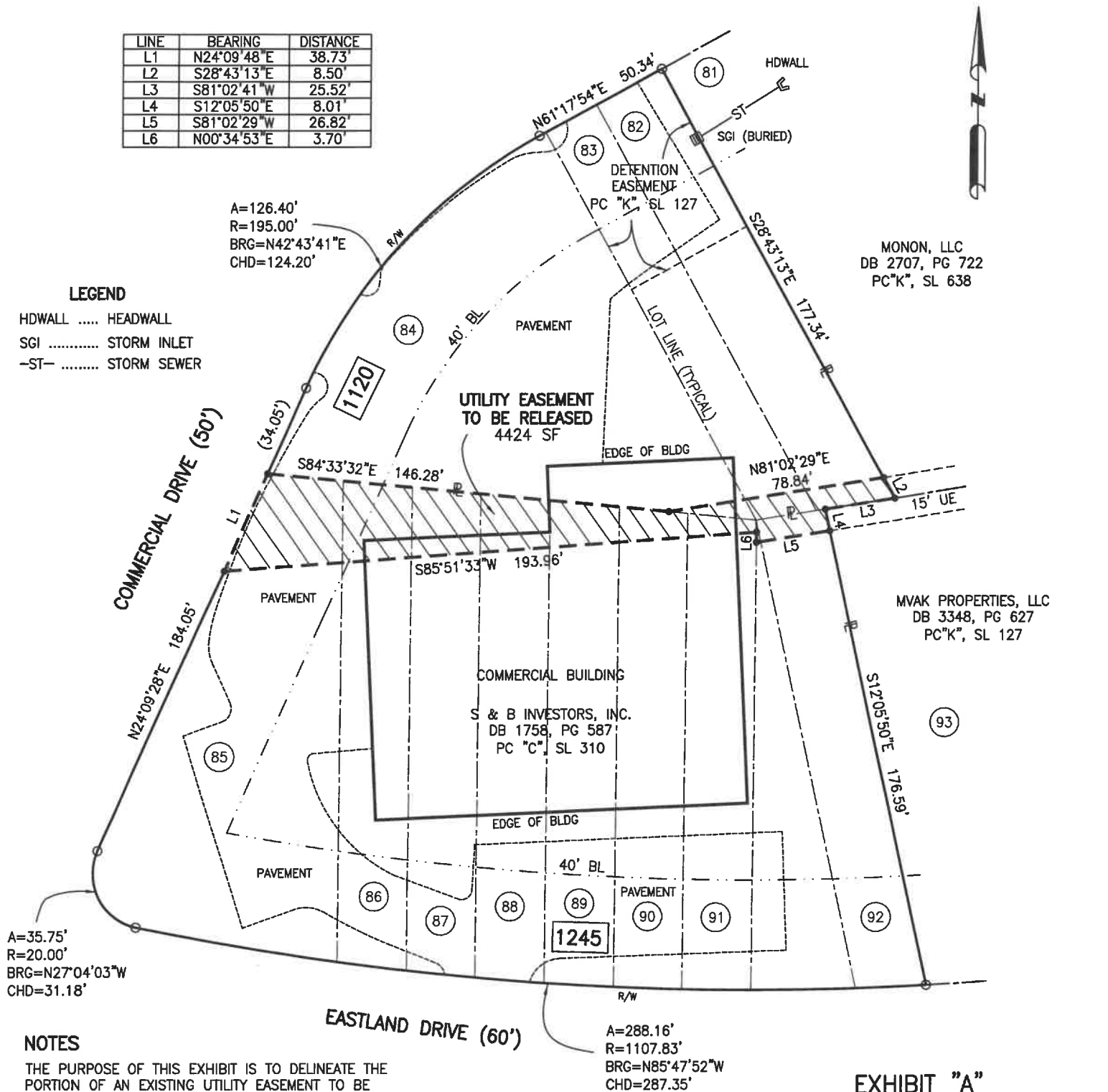
THEREFORE, for valuable consideration, the receipt of which is hereby acknowledged, the Second Party does hereby release, relinquish, and quit claim unto the First Party, all of its right, title, and interest, if any, in and to the portion of the above stated easement. This instrument applies only to the aforementioned easement and does not release or modify any other easements or property rights of the Second Party, including, without limitation, any easement that may overlap said easement.

LINE	BEARING	DISTANCE
L1	N24°09'48"E	38.73'
L2	S28°43'13"E	8.50'
L3	S81°02'41"W	25.52'
L4	S12°05'50"E	8.01'
L5	S81°02'29"W	26.82'
L6	N00°34'53"E	3.70'

A=126.40'
R=195.00'
BRG=N42°43'41"E
CHD=124.20'

LEGEND

HDWALL HEADWALL
SGI STORM INLET
-ST- STORM SEWER



RESOLUTION NO. _____ – 2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A RELEASE OF EASEMENT, RELEASING A PORTION OF A UTILITY EASEMENT ON THE PROPERTY LOCATED AT 1120 COMMERCIAL DRIVE AND 1245 EASTLAND DRIVE.

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 a Release of Easement, which is attached hereto and incorporated herein by reference, releasing a portion of a utility easement on the property located at 1120 Commercial Drive and 1245 Eastland Drive.

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

PASSED URBAN COUNTY COUNCIL:

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL
0761-25:EPT_4931-1002-3778, v. 1