

# Lexington-Fayette Urban County Government

200 E. Main St  
Lexington, KY 40507



## Docket

Tuesday, March 11, 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 [0258-25](#) Table of Motions: Council Work Session, March 4, 2025

*Attachments:* [TOM 030425](#)

**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 [0259-25](#) Summary: Environmental Quality and Public Works Committee, February 11, 2025

*Attachments:* [eqpw\\_committee\\_packet\\_summary\\_2025-02-11 \(002\)](#)

b [0260-25](#) Presentation: Division of Youth Services and Community Partners

*Attachments:* [Youth Services Community Partners Presentation to Council \(002\) \(1\)](#)

**XI. Council Reports**

**XII. Public Comment - Issues Not on Agenda**

**XIII. Adjournment**

## Administrative Synopsis - New Business Items

- a**      [0111-25](#)      A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute a second Amendment to a Subrecipient Agreement with Northern Ky. Legal Aid Society, Inc., dba Legal Aid of the Bluegrass, for the provision of housing stability services, reallocating \$667,796 in Federal funds and extending the period of performance through September 30, 2025, and further authorizing the Mayor to execute any other amendments or Agreements related to these funds. [Dept. of Housing Advocacy and Community Development, Lanter]
- Attachments:*    [Legal Aid PSA](#)  
[Second Amendment to Subrecipient Agreement \(Legal Aid\) 4902-0180-3793](#)  
[RESO 111-25 Legal Aid KEJC Extensions 4909-4869-2262 v.1.docx](#)  
[R-112-2025](#)  
[Contract #077-2025](#)
- b**      [0222-25](#)      A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute Change Order No. 1 to the Stormwater Incentive Grant Agreement with First United Methodist Church of Lexington, Ky., Inc., canceling a Stormwater Quality Project and decreasing the Contract by the sum of \$359,814, from \$359,814 to \$0. [Div. of Water Quality, Martin]
- Attachments:*    [Blue Sheet Memo](#)  
[Change Order Contract #129-2023](#)  
[Site Map](#)  
[RESO 222-25- Change order 1 to First United Methodist Church stormwater i](#)  
[R-113-2025](#)
- c**      [0223-25](#)      A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute Change Order No. 1 to the Agreement with Flottweg, Inc., a sole source provider, for repair of a Centrifuge at the Town Branch Waste Water Treatment Plant, for the Div. of Water Quality, increasing the Contract by the sum of \$60,000, from \$30,000 to \$90,000. [Div. of Water Quality, Martin]

**Attachments:** [Blue Sheet Change Order #1](#)  
[Change Order Contract](#)  
[RESO 0223-25- Change order 1 to agreement with Flottweg 4898-7051-6778](#)  
[R-114-2025](#)

- d**      **0224-25**      A Resolution establishing Spec International as a sole source provider for the FEMA Curriculum Equivalent Technical Search Specialist (TSS) Training Program, for the Div. of Fire and Emergency Services, and authorizing the Mayor, or her designee, on behalf of the Urban County Government, to execute any necessary Agreements with Spec International related to the procurement of this service, at a cost not to exceed \$52,700. [Div. of Fire and Emergency Services, Wells]

**Attachments:** [25 - Blue Sheet Memo Spec International](#)  
[Sole Source Justification Form TSS 02242025](#)  
[RESO 224-25 4916-3103-5179 v.1.docx](#)  
[R-115-2025](#)

- e**      **0232-25**      A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute and submit a Grant Application to the Bureau of Justice Assistance FY25 Local Law Enforcement Crime Gun Intelligence Center Integration Initiative, to provide any additional information requested in connection with this Grant Application, and to accept this Grant if awarded, which Grant funds are in the amount of \$700,000. [Div. of Police, Weathers]

**Attachments:** [25-Bluesheet Memo - BJA FY25 CGIC](#)  
[232-25 cgic grant 4908-0123-6518 v.1.docx](#)  
[R-116-2025](#)

- f**      **0238-25**      A Resolution authorizing the Div. of Police to purchase Jet A Aviation Fuel from Signature Flight Air Inc., a sole source provider, and authorizing the Mayor, on behalf of the Urban County Government, to execute any necessary Agreement with Signature Flight Air Inc., related to the procurement at a cost of \$1.10 per gallon depending on price fluctuations. [Div. of Police, Weathers]

**Attachments:** [Cover Memo - Signature Flight Air Inc. - Jet A Aviation Fuel \(Sole Source\)](#)  
[SOLE SOURCE CERTIFICATION - Signature Flight - Jet A Aviation Fuel](#)  
[238-25 signature flight air 4926-8421-5846 v.1.docx](#)  
[R-117-2025](#)

- g**      **0239-25**      A Resolution authorizing the Div. of Police to purchase aircraft

storage, hangar subleases, and office rental from Signature Flight Air Inc., a sole source provider, and authorizing the Mayor, on behalf of the Urban County Government, to execute any necessary Agreement with Signature Flight Air Inc., related to the procurement at a cost not to exceed \$25,258.40. [Div. of Police, Weathers]

**Attachments:** [Cover Memo - Signature Flight Air Inc. - Aircraft Storage and Office Rent \(Sc SOLE SOURCE CERTIFICATION - Signature Flight - Hanger Rent 239-25 signature flight 4909-0760-0166 v.1.docx R-118-2025](#)

- h**      **0241-25**      An Ordinance amending Section 2-465 of the Code of Ordinances related to the Corridors Commission to increase the non-voting members from six (6) to seven (7) by adding a Complete Streets Manager Representative. [Div. of Environmental Services, Carey]

**Attachments:** [Memo BS 241-25 Corridors corr amendment 4916-6345-8850 v.1 241-25 corr amendment 4916-6345-8850 v.1.doc O-020-2025](#)

- i**      **0243-25**      A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute a Memorandum of Understanding with Federal Bureau of Investigation Louisville Safe Streets Task Force to delineate responsibilities. [Div. of Police, Weathers]

**Attachments:** [Cover Memo - MOU - FBI Louisville Safe Streets Task Force.pdf MOU - FBI - Louisville Safe Streets Task Force.pdf 243-25 fbi 4932-7712-0550 v.1.doc R-119-2025 Contract #072-2025](#)



# Lexington-Fayette Urban County Government

## Master

200 E. Main St  
Lexington, KY 40507

**File Number: 0258-25**

**File ID:** 0258-25

**Type:** Summary

**Status:** Agenda Ready

**Version:** 1

**Contract #:**

**In Control:** Urban County Council

**File Created:** 03/06/2025

**File Name:** Table of Motions: Council Work Session, March 4, 2025

**Final Action:**

**Title:** Table of Motions: Council Work Session, March 4, 2025

**Notes:**

**Sponsors:**

**Enactment Date:**

**Attachments:** TOM 030425

**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:
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### Text of Legislative File 0258-25

Title

Table of Motions: Council Work Session, March 4, 2025

**URBAN COUNTY COUNCIL  
WORK SESSION  
TABLE OF MOTIONS  
March 4, 2025**

Vice Mayor Wu called the meeting to order at 3:02 p.m. Council Members Brown, Ellinger II, Morton, Lynch, LeGris, Curtis, Sheehan, Gray, Hale, Beasley, Baxter, Sevigny, Reynolds, and Boone were present. Mayor Linda Gorton was absent.

I. Public Comment – Issues on Agenda

II. Requested Rezonings/Docket Approval

Motion by Baxter to approve the March 6, 2025 Council Meeting Docket, as amended. Seconded by LeGris. Motion passed without dissent.

Motion by Baxter to place on the March 6, 2025 Council Meeting Docket, an ordinance changing the zone from a Single Family Residential (R-1C) zone to a Townhouse Residential (R-1T) zone, for 0.520 net (0.756 gross) acres, for property located at 940 Higbee Mill Rd., without a public hearing. Seconded by Curtis. Motion passed 14 – 1 (Yes: Baxter, Beasley, Boone, Brown, Curtis, Ellinger II, Hale, LeGris, Lynch, Morton, Reynolds, Sevigny, Sheehan, Wu. No: Gray).

III. Approval of Summary

Motion by Lynch to approve the February 25, 2025, Work Session Summary. Seconded by Curtis. Motion passed without dissent.

IV. Budget Amendments

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

V. Budget Adjustments – For Information Only

VI. New Business

Motion by Baxter to approve New Business. Seconded by Gray. Motion passed without dissent.

VII. Communications from the Mayor- Appointments

Motion by Sheehan to approve Communications from the Mayor- Appointments. Seconded by Curtis. Motion passed without dissent.

VIII. Communications from the Mayor- Donations

Motion by Gray to approve Communications from the Mayor- Donations. Seconded by Baxter. Motion passed without dissent.

IX. Communications from the Mayor- Procurements

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

X. Continuing Business/Presentations

Council Member Sheehan provided a summary of the February 4, 2025, General Government and Planning Committee.

XI. Council Reports

Reynolds, SSPS Chair, placed an Update on the Mobile Market in the Social Services and Public Safety Committee.

Motion by Ellinger II to enter recess. Seconded by Gray. Motion passed without dissent.

Motion by Curtis to reconvene. Seconded by Gray. Motion passed without dissent.

Motion by Gray to place the Domestic and Sexual Violence Prevention Coalition in the Social Services and Public Safety Committee. Seconded by Morton. Motion passed without dissent.

Motion by Baxter to place in the General Government and Planning Committee a review of the Zone Change Public Engagement Process. Seconded by Morton. Motion passed without dissent.

Vice Mayor Wu placed the Planning Education Academy in the General Government and Planning Committee.

XII. Public Comment – Issues Not on Agenda

XIII. Adjournment

Wu adjourned the meeting at 3:47 p.m.



# Lexington-Fayette Urban County Government

## Master

200 E. Main St  
Lexington, KY 40507

**File Number: 0259-25**

**File ID:** 0259-25

**Type:** Summary

**Status:** Agenda Ready

**Version:** 1

**Contract #:**

**In Control:** Urban County Council

**File Created:** 03/06/2025

**File Name:** Summary: Environmental Quality and Public Works Committee, February 11, 2025

**Final Action:**

**Title:** Summary: Environmental Quality and Public Works Committee, February 11, 2025

**Notes:**

**Sponsors:**

**Enactment Date:**

**Attachments:** eqpw\_committee\_packet\_summary\_2025-02-11 (002)

**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:
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### Text of Legislative File 0259-25

Title

Summary: Environmental Quality and Public Works Committee, February 11, 2025



## Environmental Quality & Public Works (EQPW) Committee

February 11, 2025

### Summary and Motions

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Chair Hannah LeGris called the meeting to order at 1:00 p.m.

Committee Members Dave Sevigny, James Brown, Tyler Morton, Emma Curtis, Liz Sheehan, Denise Gray, Joseph Hale, Amy Beasley, and Hil Boone were present. Vice Mayor Dan Wu and Council Members Shayla Lynch and Jennifer Reynolds were present as non-voting members.

#### I. APPROVAL OF DECEMBER 3, 2024 COMMITTEE SUMMARY

Motion by Sevigny to approve the December 3, 2024 Environmental Quality & Public Works Committee Summary. Seconded by Fogle. Motion passed without dissent.

#### II. NEIGHBORHOOD TRAFFIC MANAGEMENT PROGRAM (NTMP)

Roger Mulvaney, LFUCG Traffic Engineer Manager, presented an overview of the Neighborhood Traffic Management Program (NTMP). He reviewed Traffic Engineering, which is divided into 3 sections: computerized traffic signals; new development, street lighting, and signal construction; and signs and NTMP. NTMP was enacted in 2000 and is managed by the Division of Traffic Engineering. This has been Lexington's primary traffic calming program for the last 25 years. Traffic calming helps achieve safer speeds for local streets and vulnerable roadway users. NTMP is targeted at traffic calming efforts on Local and Collector roads in residential zones, and funding for this program typically comes from the Traffic Engineering budget. Traffic calming efforts are not limited to residential roads; funding for these projects is not usually part of Traffic Engineering's budget.

Mulvaney reviewed the NTMP process, which includes 3 tiers of traffic calming: conventional interventions, horizontal and vertical deflections, and diversions and closures. Moving forward, they are working with a consultant to streamline and modernize how NTMP notifications are processed. The Citizen Connect Portal project is intended to provide a user-friendly interface for the public to share traffic-calming concerns. The portal is designed to provide project tracking and progress information. It intends to show the public where active and past projects have occurred via mapping features.

Addressing where funding comes from for non-NTMP projects, Mulvaney explained that sometimes funding comes from the Council or the administration for traffic calming projects. To distinguish between NTMP and non-NTMP projects, Mulvaney said an NTMP project goes through the NTMP process, which is initiated by a citizen who reaches out to Traffic Engineering and has a petition to support the project, then Traffic Engineering does an analysis. A non-NTMP or traffic calming project may not have all those elements and may be managed outside Traffic Engineering. Mulvaney said the Citizen Connect Portal will be available later this year and will funnel all traffic-calming requests to one place. Regarding the breakdown of NTMP projects by council district, Mulvaney thinks they can break this down, and the council members are typically included in communications regarding the progress of projects in their district. No action was taken on this item.

### III. ODOR CONTROL PROGRAM UPDATE

Charlie Martin, Division of Water Quality Director, explained that this item was a result of a significant increase in complaints about sewer odor in 2023. Webster Environmental Associates was hired under an emergency declaration to assist with corrective action. In 2023, the focus was on (2) Wastewater Treatment Plants (WWTP): Town Branch and West Hickman. He reviewed 2024 accomplishments, including equipment improvements, an evaluation documenting the effectiveness of chemicals used to control odor, and transitioning from a reactive to a proactive state of mind. At Town Branch, a contract was awarded in late 2024 to construct a bio scrubber. At West Hickman, a process modification was implemented, the chemical scrubber was rehabilitated, and a contract was awarded to upgrade/replace the activated carbon units. For the collection system, they monitored the air release valves on eight different force mains, which are believed to be primary contributors to odor issues. They also pilot-tested alternative chemicals to determine cost/benefit effectiveness. Martin introduced Rick Bowman, Odor Control Manager, who was hired to assist with monitoring the odor.

The goals for 2025 include placing newly constructed plant improvements into service, implementing remote pilot studies to evaluate chemical application effectiveness, developing unit price service contracts, implementing the next set of recommendations found in WWTP warm-weather modeling reports, and continuing to implement a long-term monitoring program to address odors proactively. Throughout this process, Martin has developed relationships with constituents who will call him directly, and he will go to the specified location to see firsthand what the issue is and work to resolve it. Regarding the estimated cost associated with the 2025 goals, Martin said they started with \$6 million allocated to this program under the mayor's emergency declaration. He said funding is less of an issue than the supply chain, which holds projects up. Martin added that the best way to file a complaint is to call 3-1-1 and provide as much information as possible. No action was taken on this item.

### IV. ANNUAL REVIEW OF COMMITTEE ITEMS

Motion by Sevigny to remove *Microtransit* from the list of committee items and move to the Budget, Finance, and Economic Development Committee. Seconded by Gray. Motion passed without dissent.

Motion by Sevigny to remove *Recycling Practices* from the list of committee items. Seconded by Gray. Motion passed without dissent.

Motion by Sevigny to remove *Division and Program Reviews* from the list of committee items. Seconded by Gray. Motion passed without dissent.

The meeting adjourned at 2:12 p.m.



# Lexington-Fayette Urban County Government

## Master

200 E. Main St  
Lexington, KY 40507

**File Number: 0260-25**

**File ID:** 0260-25

**Type:** Presentation

**Status:** Agenda Ready

**Version:** 1

**Contract #:**

**In Control:** Urban County Council

**File Created:** 03/06/2025

**File Name:** Presentation: Division of Youth Services and Community Partners

**Final Action:**

**Title:** Presentation: Division of Youth Services and Community Partners

**Notes:**

**Sponsors:**

**Enactment Date:**

**Attachments:** Youth Services Community Partners Presentation to Council (002) (1)

**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:
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### Text of Legislative File 0260-25

Title

Presentation: Division of Youth Services and Community Partners



# Division of Youth Services

*Urban County Council Work Session  
March 11, 2025*

*Briana Persley, Director of Youth Services  
Department of Social Services  
Marjorie Guyon, I Was Here Project  
Roberta Davis, Operation Be You, Inc.*





## **Mission Statement & Overview of Services**

- To provide quality services the community by providing personnel and comprehensive programs committed to the core values of our agency.
- Youth services provides numerous services, which include prevention, intervention, advocacy, and support services.
  - CASA of Lexington-provides advocacy in dependency court for abused and neglected children.
  - Juvenile Probation and Court Services-provides community-based support services to youth and their families in the juvenile court system.
  - Parent and Guardian Empowerment-provides intensive case management and support services to youth and their families in the truancy and family court system.





## New Delinquency Prevention and Recidivism Reduction Initiative



Delinquency prevention and recidivism reduction program to help youth avoid illegal or antisocial behaviors through mentoring, skill-building workshops, and community interventions.

This initiative focuses on reflecting on youths' ancestry to bring about self-awareness, leading to finding their voices. leads to being a positive community leader and decreasing the possibility of delinquency and/or recidivism.





## I Was Here Project





## I Was Here Project History

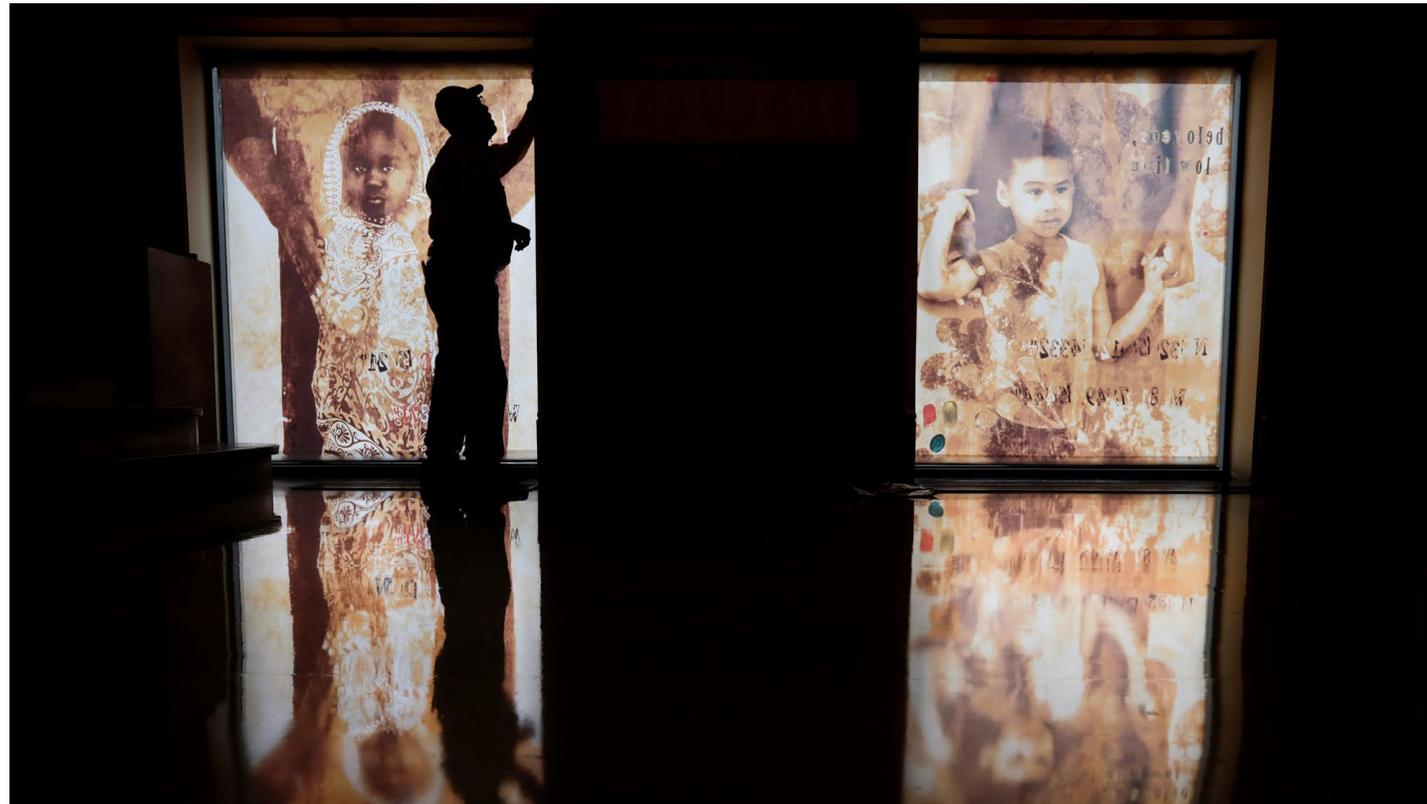
- The I Was Here project began in 2016 as a set of emblematic Ancestor Spirit Portraits created by photographing contemporary African Americans as archetypal Ancestor Spirits. The portraits embody the dignity of the African American individual and family – imagery mostly missing in America’s visual history.
- Through a synthesis of art, technology and history, the project is an invitation to examine our American history and bring a new understanding to the concept of nation building. Truly understanding our history is the gateway to creatively conceive how we can honor the cofounders of our country and transform how we see ourselves and each other.





## I Was Here Project History

- In 2019, Spirit Portraits were installed in the windows at the Government Center.





## Operation Be You, Inc.





## Operation Be You, Inc.

- OBY focuses on the development and empowerment of all girls, with an emphasis on girls of color in Lexington, KY and the surrounding counties. We offer in-person and virtual programs for girls, worldwide!
- Our goal is to teach girls 10-17 years of age to be socially and economically successful through mentoring, career coaching and life-skills development!





## Operation Be You, Inc.

- In the Spring of 2024, Operation Be You, Inc. began a new program, “A Journey to Find Me”, that focuses on self-awareness, self-love, and self-preservation.
- Marjorie Guyon, founder of the I Was Here Project, saw a social media post on Facebook about the OBY program and felt that her I Was Here, “Invitation to Respond” workshop would be a great addition to the program.
- The workshop was introduced as part of our self-awareness piece.





## Operation Be You, Inc.

- Workshops
  - Introduction to I Was Here-Nation Builders
    - Focused on educating the participants on the impact of African Americans in Lexington, KY, as well as the United States as nation builders.
  - Narrative Discussions, Drafts, and Sharing
    - Focused on creating a narrative in written form to share with the group.
  - Parent's Workshops
    - Parents were so intrigued by what their daughters shared with them about the workshops, they asked for one of their own.
  - Community Workshops
    - OBY girls and parents volunteered to become "Ambassadors" for I Was Here-Nation Builders and teach the community.
  - Community Impact, Feedback, and Evaluation
    - The workshops were very impactful.
      - "I think the project is important, very timely and very needed in conversations today. I'm glad that young people have taken this as a project to embark on."
      - "I think this is a powerful way to change the narrative of African American stories. It also impacts members outside of the African American community."
      - "Empowering, powerful and full of young and up and coming leaders."





## Presentation of Narratives

# Descendants of Their Ancestors





## New Delinquency Prevention and Recidivism Reduction Initiative



### I WAS HERE-Nation Builders Workshops

- Youth Services will sponsor a series of workshops that will include:
  - 3 youth leadership workshops
  - 1 community presentation
  - 1 t-shirt per participant
  - Snacks/drinks per workshop

This leadership initiative, does not only embody self-awareness, but it is armed with many tools such as literacy, spoken word, self-esteem, and confidence; all leading to being a positive community leader and decreasing the possibility of juvenile delinquency and/or reducing recidivism.



# Questions?



**LEXINGTON**





# 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:**

<b>Title:</b>
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**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: 0111-25**

**File ID:** 0111-25

**Type:** Resolution

**Status:** Approved

**Version:** 1

**Contract #:** 077-2025

**In Control:** Urban County Council

**File Created:** 01/23/2025

**File Name:** Legal Aid of the Bluegrass PSA

**Final Action:** 03/20/2025

**Title:** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute a second Amendment to a Subrecipient Agreement with Northern Ky. Legal Aid Society, Inc., dba Legal Aid of the Bluegrass, for the provision of housing stability services, reallocating \$667,796 in Federal funds and extending the period of performance through September 30, 2025, and further authorizing the Mayor to execute any other amendments or Agreements related to these funds. [Dept. of Housing Advocacy and Community Development, Lanter]

**Notes:** SAF in the CCO. Returned to Tiffany Marsden 3/26/2025. MS

**Sponsors:**

**Enactment Date:** 03/20/2025

**Attachments:** Legal Aid PSA, Second Amendment to Subrecipient Agreement (Legal Aid) 4902-0180-3793 v.1 (002), RESO 111-25 Legal Aid KEJC Extensions 4909-4869-2262 v.1.docx, R-112-2025, Contract #077-2025

**Enactment Number:** R-112-2025

**Deed #:**

**Hearing Date:**

**Drafter:** Dina Melvin

**Effective Date:**

### History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council	03/20/2025	Received First Reading	Urban County Council	03/20/2025		
1	Urban County Council	03/20/2025	Suspended Rules for Second Reading				Pass
1	Urban County Council	03/20/2025	Approved				Pass

### Text of Legislative File 0111-25

#### Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute a second Amendment to a Subrecipient Agreement with Northern

Ky. Legal Aid Society, Inc., dba Legal Aid of the Bluegrass, for the provision of housing stability services, reallocating \$667,796 in Federal funds and extending the period of performance through September 30, 2025, and further authorizing the Mayor to execute any other amendments or Agreements related to these funds. [Dept. of Housing Advocacy and Community Development, Lanter]

**Summary**

Authorization to approve Amendment 2 to the Subrecipient Agreement with Legal Aid of the Bluegrass to extend the period of performance to September 30, 2025. (L0111-25)(Lanter)

Budgetary Implications: No

Advance Document Review:

**Law:** Yes, Completed by Brittany Smith, 02/27/2025

**Risk Management:** N/A

Fully Budgeted: Yes

Account Number:

This Fiscal Year Impact: \$667,796.00 previously approved

Annual Impact: \$0

Project: N/A

Activity: N/A

Budget Reference:

Current Balance:



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

**FROM: CHARLIE LANTER, COMMISSIONER  
DEPARTMENT OF HOUSING ADVOCACY AND COMMUNITY  
DEVELOPMENT**

**DATE: February 28, 2025**

**SUBJECT: Amendment to Subrecipient Agreement with Legal Aid of the Bluegrass  
to extend the period of performance through September 30, 2025.**

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**Request:** Council authorization to amend a Subrecipient Agreement with Legal Aid of the Bluegrass, extending the end date to September 30, 2025.

**Purpose of Request:** A Resolution authorizing the Mayor to amend Subrecipient Agreement (RFP No. 12-2023) with Northern Ky. Legal Aid Society, Inc., d/b/a Legal Aid of the Bluegrass (\$667,796.00) for tenants facing potential eviction, and further authorizing the Mayor to execute any other needed amendments or agreements related to the use of these funds.

**What is the cost in this budget year and future budget years?** \$667,796.00

**Are the funds budgeted?** YES

**Account number:** 3230-160201-0001-71101

**File Number:** 0111-25

**Director/Commissioner:** Lanter

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## SECOND AMENDMENT TO SUBRECIPIENT AGREEMENT

**THIS SECOND AMENDMENT TO SUBRECIPIENT AGREEMENT** (“Second Amendment”), is made and entered into on \_\_\_\_ day of \_\_\_\_\_, 2025, by and between **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government pursuant to KRS Chapter 67A, located at 200 East Main Street, Lexington, Fayette County, Kentucky 40507 (hereinafter referred to as "GOVERNMENT"), and **NORTHERN KENTUCKY LEGAL AID SOCIETY, INC. DBA LEGAL AID OF THE BLUEGRASS**, a Kentucky non-profit corporation pursuant to KRS Chapter 273 and located at 300 East Main Street, Suite 110, Lexington, Kentucky (hereinafter referred to as “SUBRECIPIENT”).

**WHEREAS**, GOVERNMENT and SUBRECIPIENT entered into a Subrecipient Agreement dated February 5, 2023 (“Agreement”), in which the SUBRECIPIENT was allocated \$919,473.00 in federal funds, for the performance of services as specified therein, for a term lasting until December 31, 2024, later extended via the First Amendment to Subrecipient Agreement;

**WHEREAS**, the parties now mutually desire to allocate additional funds and further extend their Agreement;

**WHEREAS**, the Agreement provides that the Agreement may be amended only in a writing executed by the GOVERNMENT and the SUBRECIPIENT.

**NOW, THEREFORE**, in consideration of the foregoing and mutually agreed upon promises, conditions and covenants, the parties hereto agree as follows:

- A. Sections I.C of the Agreement, titled “STATEMENT OF WORK – Budget and Use of Funds” and I.E of the Agreement, titled “STATEMENT OF WORK – Payment,” shall both be amended to provide that the total amount of Grant funds paid shall not exceed **ONE MILLION FIVE HUNDRED EIGHTY-SEVEN THOUSAND TWO HUNDRED AND SIXTY-NINE DOLLARS (\$1,587,269.00)**.
- B. Section I.F of the Agreement, titled: “STATEMENT OF WORK – Schedule – Time of Performance” shall be amended to read that the Agreement shall last until **September 30, 2025**.
- C. The parties intend for this Agreement, herein Amended, to replace the parties Purchase of Service Agreement (“PSA”) executed on \_\_\_\_\_, and that PSA is now considered null and void.
- D. In all other respects, except as specifically modified herein, the terms of the Agreement shall remain in full force and effect with respect to the provisions outlined therein.

IN WITNESS WHEREOF, the parties executed this Second Amendment the day, month, and year above written.

LEXINGTON-FAYETTE URBAN COUNTY  
GOVERNMENT

\_\_\_\_\_  
Linda Gorton, Mayor

ATTEST:

\_\_\_\_\_  
Clerk of Urban County Council

NORTHERN KENTUCKY LEGAL AID SOCIETY  
INC., DBA LEGAL AID OF THE BLUEGRASS

BY \_\_\_\_\_  
Executive Director

4902-0180-3793, v. 1

DRAFT

RESOLUTION NO. \_\_\_\_\_-2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A SECOND AMENDMENT TO A SUBRECIPIENT AGREEMENT WITH NORTHERN KENTUCKY LEGAL AID SOCIETY, INC., DBA LEGAL AID OF THE BLUEGRASS, FOR THE PROVISION OF HOUSING STABILITY SERVICES, REALLOCATING \$667,796.00 IN FEDERAL FUNDS AND EXTENDING THE PERIOD OF PERFORMANCE THROUGH SEPTEMBER 30, 2025, AND FURTHER AUTHORIZING THE MAYOR TO EXECUTE ANY OTHER AMENDMENTS OR AGREEMENTS RELATED TO THESE FUNDS.

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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 Second Amendment to the Subrecipient Agreement, which is attached hereto and incorporated herein by reference, with Northern Kentucky Legal Aid Society, Inc., dba Legal Aid of the Bluegrass (“Legal Aid”), for the provision of housing stability services, reallocating \$667,796.00 in federal funds and extending the performance period through September 30, 2025.

Section 2 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute any additional amendments or agreements with Legal Aid related to the use of these federal funds.

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

0111-25:BS4909-4869-2262, v. 1

RESOLUTION NO. 112 -2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A SECOND AMENDMENT TO A SUBRECIPIENT AGREEMENT WITH NORTHERN KENTUCKY LEGAL AID SOCIETY, INC., DBA LEGAL AID OF THE BLUEGRASS, FOR THE PROVISION OF HOUSING STABILITY SERVICES, REALLOCATING \$667,796.00 IN FEDERAL FUNDS AND EXTENDING THE PERIOD OF PERFORMANCE THROUGH SEPTEMBER 30, 2025, AND FURTHER AUTHORIZING THE MAYOR TO EXECUTE ANY OTHER AMENDMENTS OR AGREEMENTS RELATED TO THESE FUNDS.

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 Second Amendment to the Subrecipient Agreement, which is attached hereto and incorporated herein by reference, with Northern Kentucky Legal Aid Society, Inc., dba Legal Aid of the Bluegrass (“Legal Aid”), for the provision of housing stability services, reallocating \$667,796.00 in federal funds and extending the performance period through September 30, 2025.

Section 2 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute any additional amendments or agreements with Legal Aid related to the use of these federal funds.

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

PASSED URBAN COUNTY COUNCIL: March 20, 2025

*Linda Gorton*

\_\_\_\_\_  
MAYOR

ATTEST:

*[Signature]*  
\_\_\_\_\_  
CLERK OF URBAN COUNTY COUNCIL

## SECOND AMENDMENT TO SUBRECIPIENT AGREEMENT

**THIS SECOND AMENDMENT TO SUBRECIPIENT AGREEMENT** (“Second Amendment”), is made and entered into on 26<sup>th</sup> day of March, 2025, by and between **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government pursuant to KRS Chapter 67A, located at 200 East Main Street, Lexington, Fayette County, Kentucky 40507 (hereinafter referred to as "GOVERNMENT"), and **NORTHERN KENTUCKY LEGAL AID SOCIETY, INC. DBA LEGAL AID OF THE BLUEGRASS**, a Kentucky non-profit corporation pursuant to KRS Chapter 273 and located at 300 East Main Street, Suite 110, Lexington, Kentucky (hereinafter referred to as “SUBRECIPIENT”).

**WHEREAS**, GOVERNMENT and SUBRECIPIENT entered into a Subrecipient Agreement dated February 5, 2023 (“Agreement”), in which the SUBRECIPIENT was allocated \$919,473.00 in federal funds, for the performance of services as specified therein, for a term lasting until December 31, 2024, later extended via the First Amendment to Subrecipient Agreement;

**WHEREAS**, the parties now mutually desire to allocate additional funds and further extend their Agreement;

**WHEREAS**, the Agreement provides that the Agreement may be amended only in a writing executed by the GOVERNMENT and the SUBRECIPIENT.

**NOW, THEREFORE**, in consideration of the foregoing and mutually agreed upon promises, conditions and covenants, the parties hereto agree as follows:

- A. Sections I.C of the Agreement, titled “STATEMENT OF WORK – Budget and Use of Funds” and I.E of the Agreement, titled “STATEMENT OF WORK – Payment,” shall both be amended to provide that the total amount of Grant funds paid shall not exceed **ONE MILLION FIVE HUNDRED EIGHTY-SEVEN THOUSAND TWO HUNDRED AND SIXTY-NINE DOLLARS (\$1,587,269.00)**.
- B. Section I.F of the Agreement, titled: “STATEMENT OF WORK – Schedule – Time of Performance” shall be amended to read that the Agreement shall last until **September 30, 2025**.
- C. The parties intend for this Agreement, herein Amended, to replace the parties Purchase of Service Agreement (“PSA”) executed on March 26<sup>th</sup>, and that PSA is now considered null and void.
- D. In all other respects, except as specifically modified herein, the terms of the Agreement shall remain in full force and effect with respect to the provisions outlined therein.

IN WITNESS WHEREOF, the parties executed this Second Amendment the day, month, and year above written.

LEXINGTON-FAYETTE URBAN COUNTY  
GOVERNMENT

*Linda Gorton*

Linda Gorton, Mayor

ATTEST:

*Mackenzie Stock*  
Clerk of Urban County Council

*Deputy*

NORTHERN KENTUCKY LEGAL AID SOCIETY  
INC., DBA LEGAL AID OF THE BLUEGRASS

BY *Robert Gh...*  
Executive Director

4902-0180-3793, v. 1



# Lexington-Fayette Urban County Government

## Master

200 E. Main St  
Lexington, KY 40507

**File Number: 0222-25**

**File ID:** 0222-25

**Type:** Resolution

**Status:** Approved

**Version:** 1

**Contract #:**

**In Control:** Urban County Council

**File Created:** 02/26/2025

**File Name:** Change Order First United Methodist Church of Lexington, Ky, Inc.

**Final Action:** 03/20/2025

**Title:** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute Change Order No. 1 to the Stormwater Incentive Grant Agreement with First United Methodist Church of Lexington, Ky., Inc., canceling a Stormwater Quality Project and decreasing the Contract by the sum of \$359,814, from \$359,814 to \$0. [Div. of Water Quality, Martin]

**Notes:**

**Sponsors:**

**Enactment Date:** 03/20/2025

**Attachments:** Blue Sheet Memo, Change Order Contract #129-2023, Site Map, RESO 222-25- Change order 1 to First United Methodist Church stormwater incentive grant 4923-1769-6042 v.1.docx, R-113-2025

**Enactment Number:** R-113-2025

**Deed #:**

**Hearing Date:**

**Drafter:** Christina King/Frankk Mabson

**Effective Date:**

### History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council	03/20/2025	Received First Reading	Urban County Council	03/20/2025		
1	Urban County Council	03/20/2025	Suspended Rules for Second Reading				Pass
1	Urban County Council	03/20/2025	Approved				Pass

### Text of Legislative File 0222-25

#### Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute Change Order No. 1 to the Stormwater Incentive Grant Agreement with First United Methodist Church of Lexington, Ky., Inc., canceling a Stormwater Quality Project and decreasing the Contract by the sum of \$359,814, from \$359,814 to \$0. [Div. of

Water Quality, Martin]

**Summary**

Authorization to approve a decreasing Change Order to an FY23 Stormwater Incentive Grant for First United Methodist Church of Lexington, Kentucky, Inc. that was canceled in the amount of \$359,814.00. Funds will be returned to the Stormwater Quality Projects Incentive Grant Program. (L0222-25)(Martin/Albright)

Budgetary Implications [select]: Yes

Advance Document Review:

**Law:** Yes Evan Thompson 2/25/25

**Risk Management:** No

Fully Budgeted [select]: N/A

Account Number: 4052-303204-3373-78112

This Fiscal Year Impact: -\$359,814

Annual Impact: \$

Project: WQINCENTIVE\_23

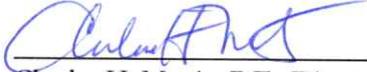
Activity: WQ\_GRANT

Budget Reference:

Current Balance:



TO: Mayor Linda Gorton  
Urban County Council

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

DATE: February 6, 2025

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

---

Request

The purpose of this memorandum is to request a Change Order for an FY23 Stormwater Quality Projects Incentive Grant that was canceled by First United Methodist Church of Lexington, Kentucky, Inc., for the amount totaling \$359,814.00.

Purpose of Request

The Grantee's project scope and costs has increased beyond the grant award, and the Grantee has opted to cancel the grant.

Funds from this cancelled grant will be returned to the Stormwater Quality Projects Incentive Grant Program for future allocations.

Project Cost in FY25 and in Future Budget Years

The decreasing change order savings of \$359,814.00 will be returned to fund 4052 for future grant awards.

Are Funds Budgeted

Savings from this decreasing change order are budgeted in:

4052 – 303204 – 3373 – 78112 – WQINCENTIVE\_23 – WQ\_GRANT

However, once the change order is approved, there will be a budget amendment to move the funds into:

4052 – 303204 – 3373 – 78112 – WQINCENTIVE\_25 – WQ\_GRANT

Albright/Martin



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

Page 1 of 2

Date:	January 14, 2025
Project:	First United Methodist Church of Lexington, Kentucky, Inc., FY23 Class B Infrastructure Stormwater Quality Project Incentive Grant
Location:	
Contract No.	129-2023
Original Contract Amt.	\$359,814.00
Cumulative Amount of Previous Change Orders	\$0.00
Percent Change - Previous Change Orders	0.00%
Total Contract Amount Prior to this Change Order	\$359,814.00
Change Order No.	1

To (Contractor):  
 First United Methodist Church of Lexington, Kentucky, Inc.  
 200 West High Street  
 Lexington, KY 40507

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	The Stormwater Quality Project Incentive Grant was canceled by the Grantee	\$359,814.00		
2				
3				
4				
5				
6				
	Total decrease	\$359,814.00		
	Total increase		\$0.00	
	Net Amount of this Change Order	(\$359,814.00)		
	New Contract Amount Including this Change Order	\$0.00		
	Percent Change - This Change Order			-100.00%
	Percent Change - All Change Orders			-100.00%

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

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

Recommended by:	<i>Frank H. M. Da</i>	(Project Manager)	Date	2/4/2025
Reviewed / Accepted by:	<i>[Signature]</i>	(Consultant)	Date	1-16-25
Accepted by:	<i>[Signature]</i>	(Contractor)	Date	
Approved by:	<i>[Signature]</i>	(Director)	Date	2-7-25
Approved by: N/A (Less than 5%)	<i>Nancy Albright</i>	(Commissioner)	Date	2-12-25
Approved by: N/A (Less than 5%)		(Mayor or CAO)	Date	





RESOLUTION NO. \_\_\_\_\_ - 2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE CHANGE ORDER NO. 1 TO THE STORMWATER INCENTIVE GRANT AGREEMENT WITH FIRST UNITED METHODIST CHURCH OF LEXINGTON, KENTUCKY, INC., CANCELING A STORMWATER QUALITY PROJECT AND DECREASING THE CONTRACT BY THE SUM OF \$359,814.00, FROM \$359,814.00 TO \$0.00.

---

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute Change Order No. 1, which is attached hereto and incorporated herein by reference, to the Stormwater Incentive Grant Agreement with First United Methodist Church of Lexington, Kentucky, Inc., canceling a stormwater quality project and decreasing the contract price by the sum of \$359,814.00, from \$359,814.00 to \$0.00.

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

PASSED URBAN COUNTY COUNCIL:

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MAYOR

ATTEST:

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CLERK OF URBAN COUNTY COUNCIL

0222-25:EPT\_4923-1769-6042, v. 1

RESOLUTION NO. 113 - 2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE CHANGE ORDER NO. 1 TO THE STORMWATER INCENTIVE GRANT AGREEMENT WITH FIRST UNITED METHODIST CHURCH OF LEXINGTON, KENTUCKY, INC., CANCELING A STORMWATER QUALITY PROJECT AND DECREASING THE CONTRACT BY THE SUM OF \$359,814.00, FROM \$359,814.00 TO \$0.00.

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute Change Order No. 1, which is attached hereto and incorporated herein by reference, to the Stormwater Incentive Grant Agreement with First United Methodist Church of Lexington, Kentucky, Inc., canceling a stormwater quality project and decreasing the contract price by the sum of \$359,814.00, from \$359,814.00 to \$0.00.

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

PASSED URBAN COUNTY COUNCIL: March 20, 2025

*Rinda Gorton*

MAYOR

ATTEST:

*[Signature]*

CLERK OF URBAN COUNTY COUNCIL

0222-25:EPT\_4923-1769-6042, v. 1



# Lexington-Fayette Urban County Government

## Master

200 E. Main St  
Lexington, KY 40507

**File Number: 0223-25**

**File ID:** 0223-25

**Type:** Resolution

**Status:** Approved

**Version:** 1

**Contract #:**

**In Control:** Urban County Council

**File Created:** 02/26/2025

**File Name:** Flottweg Change Order #1

**Final Action:** 03/20/2025

**Title:** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute Change Order No. 1 to the Agreement with Flottweg, Inc., a sole source provider, for repair of a Centrifuge at the Town Branch Waste Water Treatment Plant, for the Div. of Water Quality, increasing the Contract by the sum of \$60,000, from \$30,000 to \$90,000. [Div. of Water Quality, Martin]

**Notes:**

**Sponsors:**

**Enactment Date:** 03/20/2025

**Attachments:** Blue Sheet Change Order #1, Change Order Contract, RESO 0223-25- Change order 1 to agreement with Flottweg 4898-7051-6778 v.1.docx, R-114-2025

**Enactment Number:** R-114-2025

**Deed #:**

**Hearing Date:**

**Drafter:** Christina King/Brad Pennington

**Effective Date:**

### History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council	03/20/2025	Received First Reading	Urban County Council	03/20/2025		
1	Urban County Council	03/20/2025	Suspended Rules for Second Reading				Pass
1	Urban County Council	03/20/2025	Approved				Pass

### Text of Legislative File 0223-25

**Title**

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute Change Order No. 1 to the Agreement with Flottweg, Inc., a sole source provider, for repair of a Centrifuge at the Town Branch Waste Water Treatment Plant, for the Div. of Water Quality, increasing the Contract by the sum of \$60,000, from \$30,000 to \$90,000. [Div. of Water Quality, Martin]

**Summary**

Authorization to approve Change Order #1 for repair of the Flottweg Centrifuge #3 in the Solids Process Building at Town Branch WWTP. The required repair work is beyond the scope of the original Agreement, increasing the cost by \$60,000, for a total cost of \$90,000.

Funds are Budgeted. (L0223-25)(Martin/Albright)

Budgetary Implications [select]: Yes

Advance Document Review:

**Law:** Yes Evan Thompson 2/25/25

**Risk Management:** No

Fully Budgeted [select]: Yes

Account Number: 4002-303402-0001-76101

This Fiscal Year Impact: \$60,000

Annual Impact: \$

Project:

Activity:

Budget Reference:

Current Balance: \$64,451.82



To: Mayor Linda Gorton  
Urban County Council

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

Date: February 18, 2025

Subject: Change Order #1 for Repair of Centrifuge #3 at Town Branch WWTP

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Request

This memorandum requests approval of Change Order #1 for repair of the Flottweg Centrifuge #3 in the Solids Process Building at Town Branch WWTP. Flottweg is the exclusive representative for Flottweg parts and repair services in this area.

Purpose of Request

A \$30,000 field repair agreement was executed in January 2025 to have Flottweg inspect and diagnose vibration issues with centrifuge # 3. The field inspection revealed damaged to the bowl and scroll stationary parts that require repair work beyond the scope of the original agreement (interior scroll bearing inside the centrifuge is failing, causing high vibrations at full speeds). Flottweg recommends a full rebuild of the centrifuge at 8,760 hours. This centrifuge is approaching 6,500 hours.

Replace/Repair Cost in FY25

The quote from Flottweg for field service repair and parts is \$60,000.00, bring the total estimated repair and service cost to \$90,000.00.

Are Fund Budgeted

Funds are budgeted in: 4002 303402 001 76101

Martin / Albright





**JUSTIFICATION FOR CHANGE**

PROJECT: TBWWTP Flottweg Centrifuge #3 repair

CONTRACT NO.

CHANGE ORDER #: 1

1. Necessity for change: Equipment is essential for dewatering sludge before final disposal at the landfill. Excessive vibration necessitated inspection and shipment of equipment to the sole source vendor, Further inspection revealed excessive wear and potential failure, requiring a rebuild funded by this change order.
  
2. Is proposed change an alternate bid? \_\_\_Yes \_\_\_X No
3. Will proposed change alter the physical size of the project? \_\_\_Yes \_\_\_X No  
If "Yes", explain.
  
4. Effect of this change on other prime contractors:
  
5. Has consent of surety been obtained? \_\_\_Yes \_\_\_X Not Necessary
6. Will this change affect expiration or extent of insurance coverage? \_\_\_Yes \_\_\_No  
If "Yes", will the policies be extended? \_\_\_Yes \_\_\_No
7. Effect on operation and maintenance costs:
  
8. Effect on contract completion date:

\_\_\_\_\_  
Mayor\_\_\_\_\_  
Date

RESOLUTION NO. \_\_\_\_\_ - 2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE CHANGE ORDER NO. 1 TO THE AGREEMENT WITH FLOTTWEG, INC., A SOLE SOURCE PROVIDER, FOR REPAIR OF A CENTRIFUGE AT THE TOWN BRANCH WASTE WATER TREATMENT PLANT, FOR THE DIVISION OF WATER QUALITY, INCREASING THE CONTRACT BY THE SUM OF \$60,000.00, FROM \$30,000.00 TO \$90,000.00.

---

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute Change Order No. 1, which is attached hereto and incorporated herein by reference, to the Agreement with Flottweg, Inc., a sole source provider, for repair of a centrifuge at the Town Branch Waste Water Treatment Plant, for the Division of Water Quality, increasing the contract price by the sum of \$60,000.00, from \$30,000.00 to \$90,000.00.

Section 2 – That an amount, not to exceed the sum of \$60,000.00, be and hereby is approved for payment to Flottweg, Inc., a sole source provider, from account # 4002-303402-0001-76101, pursuant to the terms of the Change Order.

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

PASSED URBAN COUNTY COUNCIL:

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CLERK OF URBAN COUNTY COUNCIL

0223-25:EPT\_4898-7051-6778, v. 1

RESOLUTION NO. 114 - 2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE CHANGE ORDER NO. 1 TO THE AGREEMENT WITH FLOTTWEG, INC., A SOLE SOURCE PROVIDER, FOR REPAIR OF A CENTRIFUGE AT THE TOWN BRANCH WASTE WATER TREATMENT PLANT, FOR THE DIVISION OF WATER QUALITY, INCREASING THE CONTRACT BY THE SUM OF \$60,000.00, FROM \$30,000.00 TO \$90,000.00.

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute Change Order No. 1, which is attached hereto and incorporated herein by reference, to the Agreement with Flottweg, Inc., a sole source provider, for repair of a centrifuge at the Town Branch Waste Water Treatment Plant, for the Division of Water Quality, increasing the contract price by the sum of \$60,000.00, from \$30,000.00 to \$90,000.00.

Section 2 – That an amount, not to exceed the sum of \$60,000.00, be and hereby is approved for payment to Flottweg, Inc., a sole source provider, from account # 4002-303402-0001-76101, pursuant to the terms of the Change Order.

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

PASSED URBAN COUNTY COUNCIL: March 20, 2025

*Linda Gorton*

MAYOR

ATTEST:

*[Signature]*

CLERK OF URBAN COUNTY COUNCIL

0223-25:EPT\_4898-7051-6778, v. 1



# Lexington-Fayette Urban County Government

## Master

200 E. Main St  
Lexington, KY 40507

**File Number: 0224-25**

**File ID:** 0224-25

**Type:** Resolution

**Status:** Approved

**Version:** 2

**Contract #:**

**In Control:** Urban County Council

**File Created:** 02/27/2025

**File Name:** Request Council authorization to approve Spec International as a sole source provider for the FEMA Curriculum Equivalent Technical Search Specialist (TSS) Training Program for the Division of Fire and Emergency Services at a cost not to exceed \$52,700.

**Final Action:** 03/20/2025

**Title:** A Resolution establishing Spec International as a sole source provider for the FEMA Curriculum Equivalent Technical Search Specialist (TSS) Training Program, for the Div. of Fire and Emergency Services, and authorizing the Mayor, or her designee, on behalf of the Urban County Government, to execute any necessary Agreements with Spec International related to the procurement of this service, at a cost not to exceed \$52,700. [Div. of Fire and Emergency Services, Wells]

**Notes:**

**Sponsors:**

**Enactment Date:** 03/20/2025

**Attachments:** 25 - Blue Sheet Memo Spec International, Sole Source Justification Form TSS\_02242025, RESO 224-25 4916-3103-5179 v.1.docx, R-115-2025

**Enactment Number:** R-115-2025

**Deed #:**

**Hearing Date:**

**Drafter:** Ersula Killens

**Effective Date:**

**History of Legislative File**

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
2	Urban County Council	03/20/2025	Received First Reading	Urban County Council	03/20/2025		
2	Urban County Council	03/20/2025	Suspended Rules for Second Reading				Pass
2	Urban County Council	03/20/2025	Approved				Pass

**Text of Legislative File 0224-25**

**Title**

A Resolution establishing Spec International as a sole source provider for the FEMA

Curriculum Equivalent Technical Search Specialist (TSS) Training Program, for the Div. of Fire and Emergency Services, and authorizing the Mayor, or her designee, on behalf of the Urban County Government, to execute any necessary Agreements with Spec International related to the procurement of this service, at a cost not to exceed \$52,700. [Div. of Fire and Emergency Services, Wells]

**Summary**

Authorization to approve Spec International as a sole source provider for the FEMA Curriculum Equivalent Technical Search Specialist (TSS) Training Program for the Division of Fire and Emergency Services at a cost not to exceed \$52,700. Funds are Budgeted.

(L0224)(Wells/Armstrong)

Budgetary Implications: Yes

Advance Document Review:

**Law:** N/A

**Risk Management:** N/A

Fully Budgeted: Yes

Account Number: 3200-505702-5714-71299

This Fiscal Year Impact: \$ 52,700.00

Annual Impact: \$0

Project: STHO\_TRAIN\_2023

Activity: FED\_GRANT

Budget Reference: 2023

Current Balance: \$52,700.00



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

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

**DATE: FEBRUARY 26, 2025**

**SUBJECT: Approval of Spec International as a Sole Source Provider**

---

**Request:** Council authorization to approve Spec International as a sole source provider for the FEMA Curriculum Equivalent Technical Search Specialist (TSS) Training Program for the Division of Fire and Emergency Services at a cost not to exceed \$52,700.

**Why are you requesting?** The Division of Fire and Emergency Services requests authorization to establish Spec International as a sole source provider for the FEMA Curriculum Equivalent Technical Search Specialist (TSS) Training Program at a cost not to exceed \$52,700.

**What is the cost in this budget year and future budget years?** \$52,700 is the cost in Fiscal Year 2025. No costs are anticipated for future budget years.

**Are the funds budgeted?** Yes, 3200-505702-5714-71299 STHO\_TRAIN\_2023 FED\_GRANT

**File Number:** 0224-25

**Director/Commissioner:** Wells/Armstrong





**JUSTIFICATION FOR SOLE SOURCE CERTIFICATION**

**Sole Source Purchases** are defined clearly, based upon a legitimate need, and are limited to a single supplier. Sole source purchases are normally not allowed except when based upon strong technological grounds such as operational compatibility with existing equipment and related parts or upon a clearly unique and/or cost effective feature requirement. The use of sole source purchases must be justified and shall be limited only to those specific instances in which compatibility or technical performance needs are being satisfied.

**Sole Source Services** are defined as a service provider providing technical expertise of such a unique nature that the service provider is clearly and justifiably the only practicable source available to provide the service. The justification shall be based on the uniqueness of the service, sole availability at the location required, or warranty or defect correction service obligations of the service provider.

This form must be filled out for the request to purchase any good or non-professional service that requires a competitive procurement process (informal quotes (\$2,499-\$10,000), formal quotes (\$10,001 - \$29,999.99), or formal bid (\$30,000 or more) as defined in the LFUCG's Purchasing Manual. This form must be completed in its entirety and attached to the purchase requisition.

**Note: Sole Source Purchase requests for goods exceeding \$30,000 will require approval by the Urban County Council by submitting an Administrative Review Form. A copy of this form must be signed off by Central Purchasing and attached to the Administrative Review Form.**

**Requesting Division**

Name \_\_\_\_\_ Division/Dept \_\_\_\_\_

Phone \_\_\_\_\_ Email \_\_\_\_\_

Type of Purchase: ( ) Goods/Materials/Equipment (  ) Services

Cost: \_\_\_\_\_

Sole Source Request for the Purchase of: \_\_\_\_\_

One Time Purchase

To Establish Sole Source Provider Contract  
(subject to annual review and approval by Central Purchasing and/or Urban County Council)

**Vendor Information**

Business Name \_\_\_\_\_

Contact Name \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_ Email \_\_\_\_\_

**STATEMENT OF NEED:** (Add additional pages as needed)



## JUSTIFICATION FOR SOLE SOURCE CERTIFICATION

My division/department's recommendation for sole source is based upon an objective review of the product/service required and appears to be in the best interest of the LFUCG. I know of no conflict of interest on my part, and I have no personal involvement in any way with this request. No gratuities, favors, or compromising actions have taken place. Neither has my personal familiarity with particular brands, types of equipment, materials, persons or firms been a deciding influence on my request to sole source this purchase when there are other known suppliers to exist.

**1. Describe the product or service and list the necessary features this product provides that are not available from any other option.**

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**2. Below are eligible reasons for sole source. Check one and describe.**

Licensed or patented product or service. No other vendor provides this. Warranty or defect correction service obligations to the consultant. Describe why it is mandatory to use this licensed or patented product or service.

Existing LFUCG equipment, inventory, custom-built information system, custom-built data inventory system, or similar products or programs. Describe. If product is off-the-shelf, list efforts to find other vendors (i.e. web site search, contacting the manufacturer to see if other dealers are available to service this region, etc.)

Uniqueness of the service. Describe.

The LFUCG has established a standard for this manufacturer, supplier, or provider and there is only one vendor. Attach documentation from manufacturer to confirm that only one dealer provides the product.

Factory-authorized warranty service available only from this single dealer. Sole availability at the location required. Describe.

Used item with bargain price (describe what a new item would cost). Describe.

Other – The above reasons are the most common and established causes for an eligible sole source. If you have a different reason, please describe:

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**JUSTIFICATION FOR SOLE SOURCE CERTIFICATION**

**3. Describe efforts to find other vendors or consultants (i.e. phone inquires, web site search, contacting the manufacturer to see if other dealers are available to service region, etc.).**

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**4. How was the price offered determined to be fair and reasonable?**  
(Explain what the basis was for comparison and include cost analyses as applicable.)

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**5. Describe any cost savings realized or costs avoided by acquiring the goods/services from this supplier.**

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RESOLUTION NO. \_\_\_\_\_ - 2025

A RESOLUTION ESTABLISHING SPEC INTERNATIONAL AS A SOLE SOURCE PROVIDER FOR THE FEMA CURRICULUM EQUIVALENT TECHNICAL SEARCH SPECIALIST (TSS) TRAINING PROGRAM, FOR THE DIVISION OF FIRE AND EMERGENCY SERVICES, AND AUTHORIZING THE MAYOR, OR HER DESIGNEE, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE ANY NECESSARY AGREEMENTS WITH SPEC INTERNATIONAL RELATED TO THE PROCUREMENT OF THIS SERVICE, AT A COST NOT TO EXCEED \$52,700.00.

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

Section 1 – That Spec International be and hereby is established as a sole source provider for the FEMA Curriculum Equivalent Technical Search Specialist (TSS) Training Program, for the Division of Fire and Emergency Services, and authorizing the Mayor, or her designee, on behalf of the Lexington-Fayette Urban County Government, to execute any necessary agreements with Spec International related to the procurement of this service.

Section 2 – That an amount, not to exceed the sum of \$52,700.00, be and hereby is approved for payment to Spec International, 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

224-25:WDR:4916-3103-5179, v. 1

RESOLUTION NO. 115 - 2025

A RESOLUTION ESTABLISHING SPEC INTERNATIONAL AS A SOLE SOURCE PROVIDER FOR THE FEMA CURRICULUM EQUIVALENT TECHNICAL SEARCH SPECIALIST (TSS) TRAINING PROGRAM, FOR THE DIVISION OF FIRE AND EMERGENCY SERVICES, AND AUTHORIZING THE MAYOR, OR HER DESIGNEE, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE ANY NECESSARY AGREEMENTS WITH SPEC INTERNATIONAL RELATED TO THE PROCUREMENT OF THIS SERVICE, AT A COST NOT TO EXCEED \$52,700.00.

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

Section 1 – That Spec International be and hereby is established as a sole source provider for the FEMA Curriculum Equivalent Technical Search Specialist (TSS) Training Program, for the Division of Fire and Emergency Services, and authorizing the Mayor, or her designee, on behalf of the Lexington-Fayette Urban County Government, to execute any necessary agreements with Spec International related to the procurement of this service.

Section 2 – That an amount, not to exceed the sum of \$52,700.00, be and hereby is approved for payment to Spec International, 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: March 20, 2025

*Rinda Gorton*

MAYOR

ATTEST:

*[Signature]*  
CLERK OF URBAN COUNTY COUNCIL



# Lexington-Fayette Urban County Government

## Master

200 E. Main St  
Lexington, KY 40507

**File Number: 0232-25**

**File ID:** 0232-25

**Type:** Resolution

**Status:** Approved

**Version:** 2

**Contract #:**

**In Control:** Urban County Council

**File Created:** 02/27/2025

**File Name:** Request Council authorization to apply for grant funds from the Bureau of Justice Assistance FY25 Local Law Enforcement Crime Gun Intelligence Center (CGIC) Integration Initiative in the amount of \$700,000.00 for Division of Police. No matching funds are

**Final Action:** 03/20/2025

**Title:** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute and submit a Grant Application to the Bureau of Justice Assistance FY25 Local Law Enforcement Crime Gun Intelligence Center Integration Initiative, to provide any additional information requested in connection with this Grant Application, and to accept this Grant if awarded, which Grant funds are in the amount of \$700,000. [Div. of Police, Weathers]

**Notes:**

**Sponsors:**

**Enactment Date:** 03/20/2025

**Attachments:** 25-Bluesheet Memo - BJA FY25 CGIC, 232-25 cgic grant 4908-0123-6518 v.1.docx, R-116-2025

**Enactment Number:** R-116-2025

**Deed #:**

**Hearing Date:**

**Drafter:** Ersula Killens

**Effective Date:**

### History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
2	Urban County Council	03/20/2025	Received First Reading	Urban County Council	03/20/2025		
2	Urban County Council	03/20/2025	Suspended Rules for Second Reading				Pass
2	Urban County Council	03/20/2025	Approved				Pass

### Text of Legislative File 0232-25

#### Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute and submit a Grant Application to the Bureau of Justice Assistance

FY25 Local Law Enforcement Crime Gun Intelligence Center Integration Initiative, to provide any additional information requested in connection with this Grant Application, and to accept this Grant if awarded, which Grant funds are in the amount of \$700,000. [Div. of Police, Weathers]

**Summary**

Authorization to apply for Grant funds from the Bureau of Justice Assistance FY25 Local Law Enforcement Crime Gun Intelligence Center (CGIC) Integration Initiative in the amount of \$700,000.00 for Division of Police to purchase items to investigate gun violence. No matching funds are required. (L0232-25)(Weathers/Armstrong)

Budgetary Implications: Yes

Advance Document Review:

**Law:** Yes, Completed by Michael Sanner, 2/27/2025

**Risk Management:** N/A

Fully Budgeted: Budget amendment will be completed if approved for funding.

Account Number:

This Fiscal Year Impact: \$700,000.00

Annual Impact: \$0

Project:

Activity:

Budget Reference:

Current Balance: Budget amendment will be completed if approved for funding.



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

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

**DATE: FEBRUARY 27, 2025**

**SUBJECT: BJA FY25 Local Law Enforcement Crime Gun Intelligence Center  
Integration Initiative**

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**Request:** Council authorization to apply for grant funds from the Bureau of Justice Assistance FY25 Local Law Enforcement Crime Gun Intelligence Center (CGIC) Integration Initiative in the amount of \$700,000.00 for Division of Police. No matching funds are required.

**Purpose of Request:** The Lexington Police Department wishes to apply for grant funds from Bureau of Justice Assistance FY25 Local Law Enforcement Crime Gun Intelligence Center (CGIC). These funds would be used to purchase items to investigate gun violence, to include overtime for NIBIN entries, supplies for the collection of DNA from firearms and DNA testing of firearms.

**What is the cost in this budget year and future budget years?** A total of \$700,000 in federal funds is being requested for Fiscal Year 2025. No matching funds are required. Future years funding is dependent upon availability of grant funding.

**Are the funds budgeted?** Budget amendment will be completed if approved for funding.

**File Number:** 0232-25

**Director/Commissioner:** Weathers/Armstrong



RESOLUTION NO. \_\_\_\_-2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AND SUBMIT A GRANT APPLICATION TO THE BUREAU OF JUSTICE ASSISTANCE FY25 LOCAL LAW ENFORCEMENT CRIME GUN INTELLIGENCE CENTER INTEGRATION INITIATIVE, TO PROVIDE ANY ADDITIONAL INFORMATION REQUESTED IN CONNECTION WITH THIS GRANT APPLICATION, AND TO ACCEPT THIS GRANT IF AWARDED, WHICH GRANT FUNDS ARE IN THE AMOUNT OF \$700,000.00.

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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 and submit a Grant Application, which is attached hereto and incorporated herein by reference, to the Bureau of Justice Assistance FY25 Local Law Enforcement Crime Gun Intelligence Center Integration Initiative, to provide any additional information requested in connection with this Grant Application, and to accept this Grant if awarded, which Grant funds are in the amount of \$700,000.00.

Section 2 – That subject to the provisions of Section 7-48 of the Lexington-Fayette Urban County Government Code of Ordinances, the Mayor is hereby authorized, in her discretion as Chief Executive Officer of the Urban County Government, to transfer the unencumbered balance of any operating or capital account appropriation to another operating or capital account appropriation within the Grant budget previously established for this Grant.

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

PASSED URBAN COUNTY COUNCIL:

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MAYOR

ATTEST:

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CLERK OF URBAN COUNTY COUNCIL

232-25:MRS:4908-0123-6518, v. 1

RESOLUTION NO. 116-2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AND SUBMIT A GRANT APPLICATION TO THE BUREAU OF JUSTICE ASSISTANCE FY25 LOCAL LAW ENFORCEMENT CRIME GUN INTELLIGENCE CENTER INTEGRATION INITIATIVE, TO PROVIDE ANY ADDITIONAL INFORMATION REQUESTED IN CONNECTION WITH THIS GRANT APPLICATION, AND TO ACCEPT THIS GRANT IF AWARDED, WHICH GRANT FUNDS ARE IN THE AMOUNT OF \$700,000.00.

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute and submit a Grant Application, which is attached hereto and incorporated herein by reference, to the Bureau of Justice Assistance FY25 Local Law Enforcement Crime Gun Intelligence Center Integration Initiative, to provide any additional information requested in connection with this Grant Application, and to accept this Grant if awarded, which Grant funds are in the amount of \$700,000.00.

Section 2 – That subject to the provisions of Section 7-48 of the Lexington-Fayette Urban County Government Code of Ordinances, the Mayor is hereby authorized, in her discretion as Chief Executive Officer of the Urban County Government, to transfer the unencumbered balance of any operating or capital account appropriation to another operating or capital account appropriation within the Grant budget previously established for this Grant.

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

PASSED URBAN COUNTY COUNCIL: March 20<sup>th</sup> 2025

*Linda Gorton*

MAYOR

ATTEST:

*[Signature]*  
CLERK OF URBAN COUNTY COUNCIL



# Lexington-Fayette Urban County Government

## Master

200 E. Main St  
Lexington, KY 40507

**File Number: 0238-25**

**File ID:** 0238-25

**Type:** Resolution

**Status:** Approved

**Version:** 1

**Contract #:**

**In Control:** Urban County Council

**File Created:** 03/02/2025

**File Name:** Signature Flight Air Inc. – Jet A Aviation Fuel for Police Helicopter / Sole Source Certification  
Signature Flight Air Inc. – Jet A Aviation Fuel (Sole Source)

**Final Action:** 03/20/2025

**Title:** A Resolution authorizing the Div. of Police to purchase Jet A Aviation Fuel from Signature Flight Air Inc., a sole source provider, and authorizing the Mayor, on behalf of the Urban County Government, to execute any necessary Agreement with Signature Flight Air Inc., related to the procurement at a cost of \$1.10 per gallon depending on price fluctuations. [Div. of Police, Weathers]

**Notes:**

**Sponsors:**

**Enactment Date:** 03/20/2025

**Attachments:** Cover Memo - Signature Flight Air Inc. - Jet A Aviation Fuel (Sole Source), SOLE SOURCE CERTIFICATION - Signature Flight - Jet A Aviation Fuel, 238-25 signature flight air 4926-8421-5846 v.1.docx, R-117-2025

**Enactment Number:** R-117-2025

**Deed #:**

**Hearing Date:**

**Drafter:** Renita Happy

**Effective Date:**

### History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council	03/20/2025	Received First Reading	Urban County Council	03/20/2025		Pass
1	Urban County Council	03/20/2025	Suspended Rules for Second Reading				Pass
1	Urban County Council	03/20/2025	Approved				Pass

### Text of Legislative File 0238-25

**Title**

A Resolution authorizing the Div. of Police to purchase Jet A Aviation Fuel from Signature

Flight Air Inc., a sole source provider, and authorizing the Mayor, on behalf of the Urban County Government, to execute any necessary Agreement with Signature Flight Air Inc., related to the procurement at a cost of \$1.10 per gallon depending on price fluctuations. [Div. of Police, Weathers]

**Summary**

Authorization to establish Signature Flight Air Inc. as a Sole Source Vendor for the purchase of Jet A Aviation Fuel for the Police Helicopter. The Jet A Aviation Fuel is only available at Signature Flight Air Inc. located at the Blue Grass Airport. The aviation fuel is discounted \$1.10 per gallon. Funds are Budgeted. (L0238-25)(Weathers/Armstrong)

Budgetary Implications: YES

Advance Document Review:

**Law:** No

**Risk Management:** No

Fully Budgeted: Yes

Account Number: 1132-505501-5511-76101

Year Impact: The gas price fluctuates during the year, but the vendor is allowing a \$1.10 per gallon discount.

Annual Impact:

Project:

Activity:

Budget Reference:

Current Balance: \$83,602.20



TO: Mayor Linda Gorton  
Urban County Council

*Lawrence B. Weathers*

FROM: Chief Lawrence B. Weathers  
Lexington Police Department

CC: Commissioner Kenneth Armstrong  
Department of Public Safety

DATE: March 2, 2025

SUBJECT: Signature Flight Air Inc. – Jet A Aviation Fuel for Police Helicopter / Sole Source Certification

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**Request**

Authorization to establish Signature Flight Air Inc. as a Sole Source Vendor for purchase of Jet A Aviation Fuel for the Police Helicopter.

**Why are you requesting?**

The Jet A Aviation Fuel is only available at Signature Flight Air Inc. located at the Blue Grass Airport. This is the only airport in this immediate area that provides this product. The aviation fuel is discounted \$1.10 per gallon. The Police Department is requesting approval from the Urban County Council and Mayor Gorton in regards to establishing Signature Flight Air Inc. as a sole source vendor for fuel for the Department helicopter.

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

The gas price fluctuates during the year, but the vendor is allowing a \$1.10 per gallon discount.

**Are the funds budgeted?** Yes, Accounting – 1132-505501-5511-76101 – Asset Forfeiture

**File Number:** 0238-25

**Director/Commissioner:** Lawrence B. Weathers, Chief  
Lexington Police Department

LBW/rmh





## JUSTIFICATION FOR SOLE SOURCE CERTIFICATION

**Sole Source Purchases** are defined clearly, based upon a legitimate need, and are limited to a single supplier. Sole source purchases are normally not allowed except when based upon strong technological grounds such as operational compatibility with existing equipment and related parts or upon a clearly unique and/or cost effective feature requirement. The use of sole source purchases must be justified and shall be limited only to those specific instances in which compatibility or technical performance needs are being satisfied.

**Sole Source Services** are defined as a service provider providing technical expertise of such a unique nature that the service provider is clearly and justifiably the only practicable source available to provide the service. The justification shall be based on the uniqueness of the service, sole availability at the location required, or warranty or defect correction service obligations of the service provider.

This form must be filled out for the request to purchase any good or non-professional service that requires a competitive procurement process (informal quotes (\$1001-\$10,000), formal quotes (\$10,001 - \$19,999.99), or formal bid (\$20,000 or more) as defined in the LFUCG's Purchasing Manual. This form must be completed in its entirety and attached to the purchase requisition.

**Note: Sole Source Purchase requests for goods exceeding \$20,000 will require approval by the Urban County Council by submitting an Administrative Review Form. A copy of this form must be signed off by Central Purchasing and attached to the Administrative Review Form.**

### Requesting Division

Name Lt Jeremy Brislin      Division/Dept.: Police/Public Safety

Phone 859-280-8472      Email: JBrislin@lexingtonpolice.ky.gov

Type of Purchase: (X) Goods/Materials/Equipment   ( ) Services

Cost: Market Value (discounted \$1.10 per gallon)

Sole Source Request for the Purchase of: Jet A Aviation Fuel for Police Helicopter

One Time Purchase

To Establish Sole Source Provider Contract  
(Subject to annual review and approval by Central Purchasing and/or Urban County Council)

### Vendor Information

Business Name Signature Flight Support

Contact Name: Ryan Frost

Address 4308 Hangar Drive

Phone: 859-255-7724      Email: Ryan.Frost@signatureaviation.com



## JUSTIFICATION FOR SOLE SOURCE CERTIFICATION

**STATEMENT OF NEED:** (Add additional pages as needed)

My division/department's recommendation for sole source is based upon an objective review of the product/service required and appears to be in the best interest of the LFUCG. I know of no conflict of interest on my part, and I have no personal involvement in any way with this request. No gratuities, favors, or compromising actions have taken place. Neither has my personal familiarity with particular brands, types of equipment, materials, persons or firms been a deciding influence on my request to sole source this purchase when there are other known suppliers to exist.

**1. Describe the product or service and list the necessary features this product provides that are not available from any other option.**

*Jet Aviation fuel is only available at Signature Flight Support located at Bluegrass Airport. The next closest vendor is located in Georgetown, Kentucky.*

**2. Below are eligible reasons for sole source. Check one and describe.**

Licensed or patented product or service. No other vendor provides this. Warranty or defect correction service obligations to the consultant. Describe why it is mandatory to use this licensed or patented product or service.

Uniqueness of the service. Describe.

*Jet A fuel (aviation) is only available at Bluegrass Airport*

The LFUCG has established a standard for this manufacturer, supplier, or provider and there is only one vendor. Attach documentation from manufacturer to confirm that only one dealer provides the product.

Factory-authorized warranty service available only from this single dealer. Sole availability at the location required. Describe.

Used item with bargain price (describe what a new item would cost). Describe.

Other – The above reasons are the most common and established causes for an eligible sole source. If you have a different reason, please describe:



## JUSTIFICATION FOR SOLE SOURCE CERTIFICATION

**3. Describe efforts to find other vendors or consultants (i.e. phone inquires, web site search, contacting the manufacturer to see if other dealers are available to service region, etc.).**

*This product is only available at an airport. Lexington Bluegrass Airport is the only airport in this immediate area that provides this product. Georgetown and Frankfort have airports but it is not economically feasible to fly to these locations to obtain fuel. Fuel is not readily available after 5 p.m. each day at these locations while it is available 24 hours a day at Lexington Airport. Most flying in the helicopter is conducted after 5 p.m. on a regular basis and for emergencies.*

**4. How was the price offered determined to be fair and reasonable?**

(Explain what the basis was for comparison and include cost analyses as applicable.)

*The aviation fuel is discounted \$ 1.10 per gallon. Signature Flight Support is the only vendor in Lexington that sells this product.*

**5. Describe any cost savings realized or costs avoided by acquiring the goods/services from this supplier.**

*\$1.10 per gallon discount and state tax exempt. The prices fluctuate during the year.*

RESOLUTION NO. \_\_\_\_\_ - 2025

A RESOLUTION AUTHORIZING THE DIVISION OF POLICE TO PURCHASE JET A AVIATION FUEL FROM SIGNATURE FLIGHT AIR INC., A SOLE SOURCE PROVIDER, AND AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE ANY NECESSARY AGREEMENT WITH SIGNATURE FLIGHT AIR INC., RELATED TO THE PROCUREMENT AT A COST OF \$1.10 PER GALLON DEPENDING ON PRICE FLUCTUATIONS.

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

Section 1 – That the Division of Police is authorized to purchase Jet A Aviation Fuel from Signature Fight Air Inc., a sole source provider, and the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute any necessary agreement with Signature Fight Air Inc., related to the procurement.

Section 2 – That an amount, of \$1.10 per gallon depending on price fluctuations, be and hereby is approved for payment to Signature Fight Air Inc., from account #1132-505501-76101.

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

238-25:MRS: 4926-8421-5846, v. 1

RESOLUTION NO. 117 - 2025

A RESOLUTION AUTHORIZING THE DIVISION OF POLICE TO PURCHASE JET A AVIATION FUEL FROM SIGNATURE FLIGHT AIR INC., A SOLE SOURCE PROVIDER, AND AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE ANY NECESSARY AGREEMENT WITH SIGNATURE FLIGHT AIR INC., RELATED TO THE PROCUREMENT AT A COST OF \$1.10 PER GALLON DEPENDING ON PRICE FLUCTUATIONS.

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

Section 1 – That the Division of Police is authorized to purchase Jet A Aviation Fuel from Signature Fight Air Inc., a sole source provider, and the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute any necessary agreement with Signature Fight Air Inc., related to the procurement.

Section 2 – That an amount, of \$1.10 per gallon depending on price fluctuations, be and hereby is approved for payment to Signature Fight Air Inc., from account #1132-505501-76101.

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

PASSED URBAN COUNTY COUNCIL: March 20, 2025

*Linda Gorton*

\_\_\_\_\_  
MAYOR

ATTEST:

*[Signature]*  
\_\_\_\_\_  
CLERK OF URBAN COUNTY COUNCIL

238-25:MRS: 4926-8421-5846, v. 1



# Lexington-Fayette Urban County Government

## Master

200 E. Main St  
Lexington, KY 40507

**File Number: 0239-25**

**File ID:** 0239-25

**Type:** Resolution

**Status:** Approved

**Version:** 1

**Contract #:**

**In Control:** Urban County Council

**File Created:** 03/02/2025

**File Name:** Signature Flight Inc. - Aircraft Storage and Office Rental

**Final Action:** 03/20/2025

**Title:** A Resolution authorizing the Div. of Police to purchase aircraft storage, hangar subleases, and office rental from Signature Flight Air Inc., a sole source provider, and authorizing the Mayor, on behalf of the Urban County Government, to execute any necessary Agreement with Signature Flight Air Inc., related to the procurement at a cost not to exceed \$25,258.40. [Div. of Police, Weathers]

**Notes:**

**Sponsors:**

**Enactment Date:** 03/20/2025

**Attachments:** Cover Memo - Signature Flight Air Inc. - Aircraft Storage and Office Rent (Sole Source), SOLE SOURCE CERTIFICATION - Signature Flight - Hanger Rent, 239-25 signature flight 4909-0760-0166 v.1.docx, R-118-2025

**Enactment Number:** R-118-2025

**Deed #:**

**Hearing Date:**

**Drafter:** Renita Happy

**Effective Date:**

**History of Legislative File**

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council	03/20/2025	Received First Reading	Urban County Council	03/20/2025		
1	Urban County Council	03/20/2025	Suspended Rules for Second Reading				Pass
1	Urban County Council	03/20/2025	Approved				Pass

**Text of Legislative File 0239-25**

**Title**

A Resolution authorizing the Div. of Police to purchase aircraft storage, hangar subleases, and office rental from Signature Flight Air Inc., a sole source provider, and authorizing the Mayor, on behalf of the Urban County Government, to execute any necessary Agreement with Signature Flight Air Inc., related to the procurement at a cost not to exceed \$25,258.40.

[Div. of Police, Weathers]

**Summary**

Authorization to establish Signature Flight Air Inc. as a sole source vendor for the aircraft storage, hangar subleases and office rental for the Police Helicopter. The monthly rental cost is \$2,188.20. Funds are Budgeted. (L0239-25) (Weathers/Armstrong)

Budgetary Implications: YES

Advance Document Review:

**Law:** No

**Risk Management:** No

Fully Budgeted: Yes

Account Number: 1132-505501-5511-71302

Year Impact: Monthly Rent \$2,188.20

Annual Impact: \$ 26,258.40

Project:

Activity:

Budget Reference:

Current Balance: Remaining balance of \$9,833.84 will get them through FY25. Balance requested for FY 26



TO: Mayor Linda Gorton  
Urban County Council

*Lawrence B. Weathers*

FROM: Chief Lawrence B. Weathers  
Lexington Police Department

CC: Commissioner Kenneth Armstrong  
Department of Public Safety

DATE: March 2, 2025

SUBJECT: Signature Flight Air Inc. - Aircraft Storage/Office Rental and Sole Source Certification

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**Request**

Authorization to establish Signature Flight Air Inc. as a sole source vendor for Aircraft Storage and Office Rental

**Why are you requesting?**

This is to establish Signature Flight Air Inc. Space as a sole source vendor for the aircraft storage, hangar subleases and office rental for our Police Helicopter. We are requesting approval from the Urban County Council and Mayor Gorton in regards to establishing Signature Flight Air Inc. as a sole source vendor.

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

Funds are budgeted – Monthly Rent (Aircraft Storage and Office Rental) - \$2,188.20

**Are the funds budgeted?** Yes / 1132-505501-5511-71302

**File Number:** 0239-25

**Director/Commissioner:** Lawrence B. Weathers, Chief  
Lexington Police Department

LBW/rmh





## JUSTIFICATION FOR SOLE SOURCE CERTIFICATION

**Sole Source Purchases** are defined clearly, based upon a legitimate need, and are limited to a single supplier. Sole source purchases are normally not allowed except when based upon strong technological grounds such as operational compatibility with existing equipment and related parts or upon a clearly unique and/or cost effective feature requirement. The use of sole source purchases must be justified and shall be limited only to those specific instances in which compatibility or technical performance needs are being satisfied.

**Sole Source Services** are defined as a service provider providing technical expertise of such a unique nature that the service provider is clearly and justifiably the only practicable source available to provide the service. The justification shall be based on the uniqueness of the service, sole availability at the location required, or warranty or defect correction service obligations of the service provider.

This form must be filled out for the request to purchase any good or non-professional service that requires a competitive procurement process (informal quotes (\$1001-\$10,000), formal quotes (\$10,001 - \$19,999.99), or formal bid (\$20,000 or more) as defined in the LFUCG's Purchasing Manual. This form must be completed in its entirety and attached to the purchase requisition.

**Note: Sole Source Purchase requests for goods exceeding \$20,000 will require approval by the Urban County Council by submitting an Administrative Review Form. A copy of this form must be signed off by Central Purchasing and attached to the Administrative Review Form.**

### Requesting Division

Name Lt. Jeremy Brislin      Division/Dept.: Police/Public Safety

Phone 859-280-8472      Email: JBrislin@lexingtonpolice.ky.gov

Type of Purchase: (X) Goods/Materials/Equipment   ( ) Services

Cost: Total \$2188.20 / month  
\$1811.25 / month (aircraft storage and office rental)  
\$376.95 / month (Utilities and Fees)

Sole Source Request for the Purchase of: Police Helicopter hanger rent

One Time Purchase

To Establish Sole Source Provider Contract  
(Subject to annual review and approval by Central Purchasing and/or Urban County Council)

### Vendor Information

Business Name: Signature Flight Support

Contact Name: Ryan Frost

Address: 4308 Hangar Drive

Phone 859-255-7724      Email: Ryan.Frost@signatureaviation.com



## JUSTIFICATION FOR SOLE SOURCE CERTIFICATION

**STATEMENT OF NEED:** (Add additional pages as needed)

My division/department's recommendation for sole source is based upon an objective review of the product/service required and appears to be in the best interest of the LFUCG. I know of no conflict of interest on my part, and I have no personal involvement in any way with this request. No gratuities, favors, or compromising actions have taken place. Neither has my personal familiarity with particular brands, types of equipment, materials, persons or firms been a deciding influence on my request to sole source this purchase when there are other known suppliers to exist.

**1. Describe the product or service and list the necessary features this product provides that are not available from any other option.**

*This is to pay for rent on the Police Helicopter hanger and Office space located at Lexington Bluegrass Airport. Signature Flight Support is the only provider of these services located at Bluegrass Airport. The next closest vendor is in Georgetown, Kentucky.*

**2. Below are eligible reasons for sole source. Check one and describe.**

Licensed or patented product or service. No other vendor provides this. Warranty or defect correction service obligations to the consultant. Describe why it is mandatory to use this licensed or patented product or service.

Uniqueness of the service. Describe.

*Hanger is only available at Bluegrass Airport in Lexington*

The LFUCG has established a standard for this manufacturer, supplier, or provider and there is only one vendor. Attach documentation from manufacturer to confirm that only one dealer provides the product.

Factory-authorized warranty service available only from this single dealer. Sole availability at the location required. Describe.

Used item with bargain price (describe what a new item would cost). Describe.

Other – the above reasons are the most common and established causes for an eligible sole source. If you have a different reason, please describe:



## JUSTIFICATION FOR SOLE SOURCE CERTIFICATION

**3. Describe efforts to find other vendors or consultants (i.e. phone inquires, web site search, contacting the manufacturer to see if other dealers are available to service region, etc.).**

*Lexington Bluegrass Airport is the only airport in this immediate area that provides this product. Georgetown and Frankfort have airports but it is not economically feasible to fly to these locations or store the aircraft there.*

**4. How was the price offered determined to be fair and reasonable?**

(Explain what the basis was for comparison and include cost analyses as applicable.)

*Signature Flight Support is the only company that hanger space can be rented by at Lexington Bluegrass Airport. They are providing a large amount of space to us at a discounted price. We have done business with the company for years without incident.*

**5. Describe any cost savings realized or costs avoided by acquiring the goods/services from this supplier.**

*The rent is cheaper than building a facility to maintain the helicopter at this location.*

RESOLUTION NO. \_\_\_\_\_ - 2025

A RESOLUTION AUTHORIZING THE DIVISION OF POLICE TO PURCHASE AIRCRAFT STORAGE, HANGAR SUBLEASES AND OFFICE RENTAL FROM SIGNATURE FLIGHT AIR INC., A SOLE SOURCE PROVIDER, AND AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE ANY NECESSARY AGREEMENT WITH SIGNATURE FLIGHT AIR INC., RELATED TO THE PROCUREMENT AT A COST NOT TO EXCEED \$25,258.40.

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

Section 1 – That the Division of Police is authorized to purchase aircraft storage, hangar subleases and office space from Signature Fight Air Inc., a sole source provider, and the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute any necessary agreement with Signature Fight Air Inc., related to the procurement.

Section 2 – That an amount not to exceed the sum of \$26,258.40 be and hereby is approved for payment to Signature Fight Air Inc., from account #1132-505501-71302.

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

239-25:MRS: 4909-0760-0166, v. 1

RESOLUTION NO. 118 - 2025

A RESOLUTION AUTHORIZING THE DIVISION OF POLICE TO PURCHASE AIRCRAFT STORAGE, HANGAR SUBLEASES AND OFFICE RENTAL FROM SIGNATURE FLIGHT AIR INC., A SOLE SOURCE PROVIDER, AND AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE ANY NECESSARY AGREEMENT WITH SIGNATURE FLIGHT AIR INC., RELATED TO THE PROCUREMENT AT A COST NOT TO EXCEED \$25,258.40.

---

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

Section 1 – That the Division of Police is authorized to purchase aircraft storage, hangar subleases and office space from Signature Fight Air Inc., a sole source provider, and the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute any necessary agreement with Signature Fight Air Inc., related to the procurement.

Section 2 – That an amount not to exceed the sum of \$26,258.40 be and hereby is approved for payment to Signature Fight Air Inc., from account #1132-505501-71302.

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

PASSED URBAN COUNTY COUNCIL: March 20, 2025




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MAYOR

ATTEST:



CLERK OF URBAN COUNTY COUNCIL

239-25:MRS: 4909-0760-0166, v. 1



# Lexington-Fayette Urban County Government

## Master

200 E. Main St  
Lexington, KY 40507

**File Number: 0241-25**

**File ID:** 0241-25

**Type:** Ordinance

**Status:** Approved

**Version:** 1

**Contract #:**

**In Control:** Urban County Council

**File Created:** 03/03/2025

**File Name:** Amendment to Corridors Commission Non-Voting Membership

**Final Action:** 03/20/2025

**Title:** An Ordinance amending Section 2-465 of the Code of Ordinances related to the Corridors Commission to increase the non-voting members from six (6) to seven (7) by adding a Complete Streets Manager Representative. [Div. of Environmental Services, Carey]

**Notes:**

**Sponsors:**

**Enactment Date:** 03/20/2025

**Attachments:** Memo BS 241-25 Corridors, corr amendment 4916-6345-8850 v.1, 241-25 corr amendment 4916-6345-8850 v.1.doc, O-020-2025

**Enactment Number:** O-020-2025

**Deed #:**

**Hearing Date:**

**Drafter:** Sandra Burke

**Effective Date:**

**History of Legislative File**

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council	03/20/2025	Received First Reading	Urban County Council	03/20/2025		
1	Urban County Council	03/20/2025	Suspended Rules for Second Reading				Pass
1	Urban County Council	03/20/2025	Approved				Pass

**Text of Legislative File 0241-25**

**Title**

An Ordinance amending Section 2-465 of the Code of Ordinances related to the Corridors Commission to increase the non-voting members from six (6) to seven (7) by adding a Complete Streets Manager Representative. [Div. of Environmental Services, Carey]

**Summary**

Authorization to approve an Amendment to Section 2-465 of the Code of Ordinances to increase the non-voting members of the Corridors Commission from six (6) to seven (7) by

adding a Complete Streets Manager representative. The Corridors Commission voted in support of this amendment on Feb. 20, 2025. (L0241-25)(Carey/Albright)

Budgetary Implications [select]: NO

Advance Document Review:

**Law:** Yes, Completed by Michael Sanner, February 28, 2025

Fully Budgeted: NA

Account Number:

This Fiscal Year Impact: \$

Annual Impact: \$

Project:

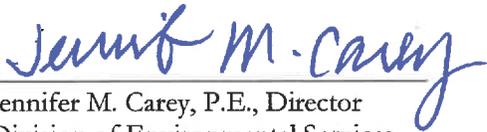
Activity:

Budget Reference:

Current Balance:



**TO:** Mayor Linda Gorton  
Urban County Council

**FROM:**   
Jennifer M. Carey, P.E., Director  
Division of Environmental Services

**DATE:** March 3, 2025

**SUBJECT:** Amendment to Corridors Commission Non-Voting Membership

**Request**

The purpose of this memorandum is to request Council authorization for the Mayor to approve an amendment to Section 2-465 of the Code of Ordinances to increase the non-voting members of the Corridors Commission from six (6) to seven (7) by adding a Complete Streets Manager representative.

**Why are you requesting?**

The Complete Streets perspective is essential to the Corridors Commission’s work, as it directly aligns with the Commission’s goals of improving Lexington’s corridors for all users. Having representation from the Complete Streets Manager ensures that the Commission receives expert guidance on integrating multimodal infrastructure, accessibility, and safety into its projects. Additionally, this representation provides a critical link between the Commission’s efforts and other ongoing transportation and infrastructure initiatives across Lexington, fostering both coordination and efficiency. It also creates an opportunity for the Commission to actively incorporate the Complete Streets Action Plan into its decision-making, ensuring that investments in corridor improvements support the city’s broader goals for safe, equitable, and well-connected streets.

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

N/A

**Are the funds budgeted?**

N/A

**File Number:** 0241-25

**Director / Commissioner:** Carey / Albright



ORDINANCE NO. \_\_\_\_-2025

AN ORDINANCE AMENDING SECTION 2-465 OF THE CODE OF ORDINANCES RELATED TO THE CORRIDORS COMMISSION TO INCREASE THE NON-VOTING MEMBERS FROM SIX (6) TO SEVEN (7) BY ADDING A COMPLETE STREETS MANAGER REPRESENTATIVE.

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

Section 1 - That Section 2-465 of the Code of Ordinances, Lexington-Fayette Urban County Government, be and hereby is amended to read as follows:

Sec. 2-465. Membership.

The Commission shall consist of thirteen (13) voting members. Of these members, one (1) member shall be a district councilmember representing either the first, second or sixth district; one (1) member shall be a district councilmember representing either the fourth, seventh or eighth district; one (1) member shall be a district councilmember representing either the ninth, tenth or twelfth district; one (1) member shall be a district councilmember representing either the third, fifth or eleventh district; one (1) member shall be an at-large councilmember; three (3) members shall be from the community at-large; one (1) of the community at-large members shall be a representative of the Fayette County Neighborhood Council; one (1) member shall be a representative of the Tree Board; one (1) member shall be a representative of the Lexington Council Garden Clubs; one (1) member shall be a representative of District Seven of the Kentucky Transportation Cabinet; one (1) member shall be representative of Bluegrass Greensource; one (1) member shall be a representative from the utility industry. There shall be seven (7) members in a non-voting capacity: one (1) member representing alternative modes of transportation; one (1) member representing the MPO staff; the urban forester; one (1) member shall be a representative of District Seven of the Kentucky Transportation Cabinet; one (1) member shall be from the office of the Commissioner of General Services or a senior designee; one (1) member shall be from the office of the Commissioner of Environmental Quality and Public Works or a senior designee; and one (1) member representing the Complete Streets Manager. The members shall be appointed by the Mayor subject to confirmation by the Urban County Council. The members of the Commission shall serve without compensation but shall be reimbursed for expenses necessarily incurred in the performance of their duties.

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

PASSED URBAN COUNTY COUNCIL:

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MAYOR

ATTEST:

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CLERK, URBAN COUNTY COUNCIL  
PUBLISHED:

1101-14\_MRS\_X:\Cases\CO\14-LE0001\LEG\00431621.DOC

4916-6345-8850, v. 1

ORDINANCE NO. \_\_\_\_-2025

AN ORDINANCE AMENDING SECTION 2-465 OF THE CODE OF ORDINANCES RELATED TO THE CORRIDORS COMMISSION TO INCREASE THE NON-VOTING MEMBERS FROM SIX (6) TO SEVEN (7) BY ADDING A COMPLETE STREETS MANAGER REPRESENTATIVE.

---

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

Section 1 - That Section 2-465 of the Code of Ordinances, Lexington-Fayette Urban County Government, be and hereby is amended to read as follows:

Sec. 2-465. Membership.

The Commission shall consist of thirteen (13) voting members. Of these members, one (1) member shall be a district councilmember representing either the first, second or sixth district; one (1) member shall be a district councilmember representing either the fourth, seventh or eighth district; one (1) member shall be a district councilmember representing either the ninth, tenth or twelfth district; one (1) member shall be a district councilmember representing either the third, fifth or eleventh district; one (1) member shall be an at-large councilmember; three (3) members shall be from the community at-large; one (1) of the community at-large members shall be a representative of the Fayette County Neighborhood Council; one (1) member shall be a representative of the Tree Board; one (1) member shall be a representative of the Lexington Council Garden Clubs; one (1) member shall be a representative of District Seven of the Kentucky Transportation Cabinet; one (1) member shall be representative of Bluegrass Greensource; one (1) member shall be a representative from the utility industry. There shall be seven (7) members in a non-voting capacity: one (1) member representing alternative modes of transportation; one (1) member representing the MPO staff; the urban forester; one (1) member shall be a representative of District Seven of the Kentucky Transportation Cabinet; one (1) member shall be from the office of the Commissioner of General Services or a senior designee; one (1) member shall be from the office of the Commissioner of Environmental Quality and Public Works or a senior designee; and one (1) member representing the Complete Streets Manager. The members shall be appointed by the Mayor subject to confirmation by the Urban County Council. The members of the Commission shall serve without compensation but shall be reimbursed for expenses necessarily incurred in the performance of their duties.

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

PASSED URBAN COUNTY COUNCIL:

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CLERK, URBAN COUNTY COUNCIL  
PUBLISHED:

241-25:MRS: 4916-6345-8850, v. 1

ORDINANCE NO. 020-2025

AN ORDINANCE AMENDING SECTION 2-465 OF THE CODE OF ORDINANCES RELATED TO THE CORRIDORS COMMISSION TO INCREASE THE NON-VOTING MEMBERS FROM SIX (6) TO SEVEN (7) BY ADDING A COMPLETE STREETS MANAGER REPRESENTATIVE.

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

Section 1 - That Section 2-465 of the Code of Ordinances, Lexington-Fayette Urban County Government, be and hereby is amended to read as follows:

Sec. 2-465. Membership.

The Commission shall consist of thirteen (13) voting members. Of these members, one (1) member shall be a district councilmember representing either the first, second or sixth district; one (1) member shall be a district councilmember representing either the fourth, seventh or eighth district; one (1) member shall be a district councilmember representing either the ninth, tenth or twelfth district; one (1) member shall be a district councilmember representing either the third, fifth or eleventh district; one (1) member shall be an at-large councilmember; three (3) members shall be from the community at-large; one (1) of the community at-large members shall be a representative of the Fayette County Neighborhood Council; one (1) member shall be a representative of the Tree Board; one (1) member shall be a representative of the Lexington Council Garden Clubs; one (1) member shall be a representative of District Seven of the Kentucky Transportation Cabinet; one (1) member shall be representative of Bluegrass Greensource; one (1) member shall be a representative from the utility industry. There shall be seven (7) members in a non-voting capacity: one (1) member representing alternative modes of transportation; one (1) member representing the MPO staff; the urban forester; one (1) member shall be a representative of District Seven of the Kentucky Transportation Cabinet; one (1) member shall be from the office of the Commissioner of General Services or a senior designee; one (1) member shall be from the office of the Commissioner of Environmental Quality and Public Works or a senior designee; and one (1) member representing the Complete Streets Manager. The members shall be appointed by the Mayor subject to confirmation by the Urban County Council. The members of the Commission shall serve without compensation but shall be reimbursed for expenses necessarily incurred in the performance of their duties.

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

PASSED URBAN COUNTY COUNCIL: March 20, 2025

  
MAYOR

ATTEST:

  
\_\_\_\_\_  
CLERK, URBAN COUNTY COUNCIL  
PUBLISHED: March 20, 2025-1t  
241-25:MRS: 4916-6345-8850, v. 1



# Lexington-Fayette Urban County Government

## Master

200 E. Main St  
Lexington, KY 40507

**File Number: 0243-25**

**File ID:** 0243-25

**Type:** Resolution

**Status:** Approved

**Version:** 1

**Contract #:** 072-2025

**In Control:** Urban County Council

**File Created:** 03/03/2025

**File Name:** Memorandum of Understanding - Federal Bureau of Investigation - Louisville Safe Streets Task Force

**Final Action:** 03/20/2025

**Title:** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute a Memorandum of Understanding with Federal Bureau of Investigation Louisville Safe Streets Task Force to delineate responsibilities. [Div. of Police, Weathers]

**Notes:** RIO 3/10/2025. MS

SAF in the CCO. Returned to RENita 3/26/2025. MS

**Sponsors:**

**Enactment Date:** 03/20/2025

**Attachments:** Cover Memo - MOU - FBI Louisville Safe Streets Task Force.pdf, MOU - FBI - Louisville Safe Streets Task Force.pdf, 243-25 fbi 4932-7712-0550 v.1.doc, R-119-2025, Contract #072-2025

**Enactment Number:** R-119-2025

**Deed #:**

**Hearing Date:**

**Drafter:** Renita Happy

**Effective Date:**

### History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council	03/20/2025	Received First Reading	Urban County Council	03/20/2025		
1	Urban County Council	03/20/2025	Suspended Rules for Second Reading				Pass
1	Urban County Council	03/20/2025	Approved				Pass

### Text of Legislative File 0243-25

**Title**

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute a Memorandum of Understanding with Federal Bureau of Investigation Louisville Safe Streets Task Force to delineate responsibilities. [Div. of Police, Weathers]

**Summary**

Authorization to accept an MOU with the Federal Bureau of Investigation - Louisville Safe Streets Task Force (SSTF) to delineate the responsibilities of SSTF personnel; formalize relationships between participating agencies for policy guidance, planning, training, public and media relations; and maximize inter-agency cooperation. SSTF's mission pertains to identifying and targeting for prosecution of criminal enterprise groups and the apprehension of dangerous fugitives. There will be no Budgetary impact. (L0243-25)(Weathers/Armstrong)

Budgetary Implications: NO

Advance Document Review:

**Law:** Yes, Michael Sanner, 02/13/2025

**Risk Management:** No

Fully Budgeted: N/A

Account Number: N/A

Year Impact: \$ -0-

Annual Impact: \$ -0-

Project:

Activity:

Budget Reference:

Current Balance:



TO: Mayor Linda Gorton  
Urban County Council

*Lawrence B. Weathers*

FROM: Chief Lawrence B. Weathers  
Lexington Police Department

CC: Commissioner Kenneth Armstrong  
Department of Public Safety

DATE: March 3, 2025

SUBJECT: Memorandum of Understanding – Federal Bureau of Investigation – Louisville Safe Streets Task Force

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**Request**

Authorization to accept the Memorandum of Understanding (MOU) with the Federal Bureau of Investigation – Louisville Safe Streets Task Force.

**Why are you requesting?**

The purpose of this MOU is to delineate the responsibilities of the Louisville Safe Streets Task Force (SSTF) personnel; formalize relationships between participating agencies for policy guidance, planning, training, public and media relations; and maximize inter-agency cooperation. The mission of the SSTF is to identify and target for prosecution criminal enterprise groups responsible for drug trafficking, money laundering, alien smuggling, crimes of violence such as murder and aggravated assault, robbery and violent street gangs, as well as to intensely focus on the apprehension of dangerous fugitives where there is or may be a federal investigative interest. The attached agreement requires Mayor Gorton’s signature. Upon acquiring Mayor’s signature, please forward a signed copy to the Chief’s Office.

The term of this MOU is for the duration of the SSTF's operations, contingent upon approval of necessary funding, but may be terminated at any time upon written mutual consent of the agency involved. Any participating agency may withdraw from the SSTF at any time by written notification to the SSA with designated oversight for investigative and personnel matters or program manager of the SSTF at least 30 days prior to withdrawal. Upon termination of this MOU, all equipment provided to the SSTF will be returned to the supplying agency/agencies. In addition, when an entity withdraws from the MOU, the entity will return equipment to the supplying agency/agencies. Similarly, remaining agencies will return to a withdrawing agency any unexpended equipment supplied by the withdrawing agency during any SSTF participation.



**What is the cost in this budget year and future budget years? N/A**

**Are the funds budgeted? N/A**

**File Number: 0243-25**

**Director/Commissioner: Lawrence B. Weathers, Chief  
Lexington Police Department**

LBW/rmh



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**FEDERAL BUREAU OF INVESTIGATION  
LOUISVILLE SAFE STREETS TASK FORCE  
MEMORANDUM OF UNDERSTANDING**

**PARTIES**

1. This Memorandum of Understanding (MOU) is entered into by and between the **Federal Bureau of Investigation (FBI)** and the **Lexington-Fayette Urban County Government on behalf of the Division Of Police** (participating agency) (collectively: the Parties). Nothing in this MOU should be construed as limiting or impeding the basic spirit of cooperation which exists between these agencies.

**AUTHORITIES**

2. Authority for the FBI to enter into this agreement can be found at Title 28, United States Code (U.S.C.), Section (§) 533; 34 U.S.C. § 10211; Title 28, Code of Federal Regulations (C.F.R.), § 0.85; and applicable United States Attorney General's Guidelines.

**PURPOSE**

3. The purpose of this MOU is to delineate the responsibilities of Louisville Safe Streets Task Force (SSTF) personnel; formalize relationships between participating agencies for policy guidance, planning, training, public and media relations; and maximize inter-agency cooperation. This MOU is not intended, and should not be construed, to create any right or benefit, substantive or procedural, enforceable at law or otherwise by any third party against the parties, the United States, or the officers, employees, agents, or other associated personnel thereof. No assignment of rights, duties, or obligations of this MOU shall be made by any party without the express written approval of a duly authorized representative of all other parties.

**MISSION**

4. The mission of the SSTF is to identify and target for prosecution criminal enterprise groups responsible for drug trafficking, money laundering, alien smuggling, crimes of violence such as murder and aggravated assault, robbery, and violent street gangs, as well as to intensely focus on the apprehension of dangerous fugitives where there is or may be a federal investigative interest. The SSTF will enhance the effectiveness of federal/state/local law enforcement resources through a well-coordinated initiative seeking the most effective investigative/prosecutive avenues by which to convict and incarcerate dangerous offenders.

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**SUPERVISION AND CONTROL**

**A. Supervision**

5. Overall management of the SSTF shall be the shared responsibility of the participating agency heads and/or their designees.
6. The Special Agent in Charge (SAC) of the FBI Louisville Division shall designate one Supervisory Special Agent (SSTF Supervisor) to supervise the SSTF. The SSTF Supervisor may designate a Special Agent to serve as the SSTF Coordinator. Either the SSTF Supervisor or the SSTF Coordinator shall oversee day-to-day operational and investigative matters pertaining to the SSTF.
7. Conduct undertaken outside the scope of an individual's SSTF duties and assignments under this MOU shall not fall within the oversight responsibility of the SSTF Supervisor or SSTF Coordinator.
8. SSTF personnel will report to his or her respective agency for personnel and administrative matters. Each participating agency shall be responsible for the pay, overtime, leave, performance appraisals, and other personnel matters relating to its employees detailed to the SSTF. The FBI and the participating agency may provide for overtime reimbursement by the FBI by separate written agreement.
9. All FBI personnel will adhere to the FBI's ethical standards, including Department of Justice (DOJ)/FBI regulations relating to outside employment and prepublication review matters, and will remain subject to the Supplemental Standards of Ethical conduct for employees of the DOJ.
10. All SSTF personnel, which includes Task Force Officers, Task Force Members, and Task Force Participants must adhere to the applicable U.S. Attorney General's Guidelines and Domestic Investigations and Operations Guide (DIOG).
11. SSTF personnel will continue to report to their respective agency heads for non-investigative administrative matters not detailed in this MOU.
12. Continued assignment of personnel to the SSTF will be based on performance and at the discretion of appropriate management. The FBI SAC and SSTF Supervisor will also retain discretion to remove any individual from the SSTF.

**B. Case Assignments**

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13. The FBI SSTF Supervisor will be responsible for opening, monitoring, directing, and closing SSTF investigations in accordance with existing FBI policy and the applicable United States Attorney General's Guidelines.
14. Assignments of cases to personnel will be based on, but not limited to, experience, training and performance, in addition to the discretion of the SSTF Supervisor.
15. For FBI administrative purposes, SSTF cases will be entered into the relevant FBI computer system.
16. SSTF personnel will have equal responsibility for each case assigned. SSTF personnel will be responsible for complete investigation from predication to resolution.

**C. Resource Control**

17. The head of each participating agency shall determine the resources to be dedicated by that agency to the SSTF, including personnel, as well as the continued dedication of those resources. The participating agency head or designee shall be kept fully apprised of all investigative developments by his or her subordinates.

**OPERATIONS**

**A. Investigative Exclusivity**

18. It is agreed that matters designated to be handled by the SSTF will not knowingly be subject to non-SSTF law enforcement efforts by any of the participating agencies. It is incumbent on each agency to make proper internal notification regarding the SSTF's existence and areas of concern.
19. It is agreed that there is to be no unilateral action taken on the part of the FBI or any participating agency relating to SSTF investigations or areas of concern as described in paragraph 4. All law enforcement actions will be coordinated and cooperatively carried out.
20. SSTF investigative leads outside of the geographic areas of responsibility for FBI Louisville Division will be communicated to other FBI offices for appropriate investigation.

**B. Confidential Human Sources**

21. The disclosure of FBI informants, or Confidential Human Sources (CHSs), to non-SSTF personnel will be limited to those situations where it is essential to the effective performance of the SSTF and only with prior FBI approval. These disclosures will be consistent with applicable FBI guidelines and policy.

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22. Non-FBI SSTF personnel may not make any further disclosure of the identity of an FBI CHS, including to other individuals assigned to the SSTF. No documents or information which identify, tend to identify, or may indirectly identify an FBI CHS may be released without prior FBI approval.
23. In those instances where a participating agency provides a CHS, the FBI may, at the discretion of the SAC, become solely responsible for the CHS's continued development, operation, and compliance with necessary administrative procedures regarding operation and payment as set forth by the FBI.
24. The United States Attorney General's Guidelines and FBI policy and procedure for operating FBI CHSs shall apply to all FBI CHSs opened and operated in furtherance of SSTF investigations. Documentation of, and any payments made to, FBI CHSs shall be in accordance with FBI policy and procedure.
25. Operation, documentation, and payment of any CHS opened and operated in furtherance of an SSTF investigation must be in accordance with the United States Attorney General's Guidelines, regardless of whether the handling agency is an FBI SSTF participating agency. Documentation of state, county, or local CHSs opened and operated in furtherance of SSTF investigations shall be maintained at an agreed upon location.

**C. Reports and Records**

26. All investigative reporting will be prepared in compliance with existing FBI policy. Subject to pertinent legal and/or policy restrictions, copies of pertinent documents created by SSTF personnel will be made available for inclusion in the respective investigative agencies' files as appropriate.
27. SSTF reports prepared in cases assigned to SSTF personnel will be maintained at an FBI approved location; original documents will be maintained by the FBI.
28. Records and reports generated in SSTF cases which are opened and assigned by the FBI SSA with designated oversight for investigative and personnel matters will be maintained in the FBI investigative file for SSTF.
29. SSTF investigative records maintained at the Louisville Field Office of the FBI will be available to all SSTF personnel, as well as their supervisory and command staff subject to pertinent legal, administrative and/or policy restrictions.
30. All evidence and original tape recordings (audio and video) acquired by the FBI during the course of the SSTF investigations will be maintained by the FBI. The FBI's rules and policies governing the submission, retrieval and chain of custody will be adhered to by SSTF personnel.

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31. All SSTF investigative records will be maintained at an approved FBI location. Placement of all or part of said information into participating agency files rests with the discretion of supervisory personnel of the concerned agencies, subject to SSTF Supervisor approval.
32. Classified information and/or documents containing information that identifies or tends to identify an FBI CHS shall not be placed in the files of participating agencies unless appropriate FBI policy has been satisfied and only with prior FBI approval.

**INFORMATION SHARING**

33. Records or reports created or obtained by the SSTF are the property of the FBI and disclosure of such records, if it occurs, shall be pursuant to applicable federal law, with the approval of FBI. If such records are shared outside of the SSTF with state and/or local law enforcement agencies, such records are merely loaned to the non-Federal agency and are subject to retrieval by the FBI at its discretion. In the event that the Lexington Police Department receives a request pursuant to Kentucky's public records statute, the civil or criminal discovery process, or other judicial, legislative, or administrative process, to disclose SSTF records, the Lexington Police Department will immediately notify the FBI of any such request in order to allow sufficient time for the FBI to seek to prevent disclosure through appropriate channels, if necessary.
34. No information possessed by the FBI, to include information derived from informal communications between SSTF personnel and FBI employees not assigned to the SSTF, may be disseminated by SSTF personnel to non-SSTF personnel without the approval of the SSTF Supervisor and in accordance with the applicable laws and internal regulations, procedures or agreements between the FBI and the participating agencies that would permit the participating agencies to receive that information directly. Likewise, SSTF personnel will not provide any participating agency information to the FBI that is not otherwise available to it unless authorized by appropriate participating agency officials.
35. The Parties acknowledge that this MOU may provide SSTF personnel with access to information about U.S. persons which is protected by the Privacy Act of 1974 and/or Executive Order 12333. The Parties expressly agree that all such information will be handled lawfully pursuant to the provisions thereof. The Parties further agree that if this access to information by SSTF personnel requires a change in privacy compliance documents, those changes will be accomplished prior to access being granted.
36. Each Party that discloses PII is responsible for making reasonable efforts to ensure that the information disclosed is accurate, complete, timely, and relevant.
37. The FBI is providing access to information from its records with the understanding that in the event the recipient becomes aware of any inaccuracies in the data, the recipient will promptly notify the FBI so that corrective action can be taken. Similarly, if the FBI

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becomes aware that information it has received pursuant to this MOU is inaccurate, it will notify the contributing Party so that corrective action can be taken.

38. Each Party is responsible for ensuring that information it discloses was not knowingly obtained or maintained in violation of any law or policy applicable to the disclosing Party, and that information is only made available to the receiving Party as may be permitted by laws, regulations, policies, or procedures applicable to the disclosing Party.
39. Each Party will immediately report to the other Party each instance in which data received from the other Party is used, disclosed, or accessed in an unauthorized manner (including any data losses or breaches).
40. Each party agrees to provide, upon request, details regarding the handling and maintenance of data in electronic and paper recordkeeping systems maintained pursuant to the provisions of this MOU, in order to allow the other party to ensure that appropriate security and privacy protections are in place. Such information shall be provided to the extent allowable by the laws, regulations and policies governing each party.

**PROSECUTIONS**

41. SSTF investigative procedures, whenever practicable, are to conform to the requirements which would allow for either federal or state prosecution.
42. A determination will be made on a case-by-case basis whether the prosecution of SSTF cases will be at the state or federal level. This determination will be based on the evidence obtained and a consideration of which level of prosecution would be of the greatest benefit to the overall objectives of the SSTF.
43. In the event that a state or local matter is developed that is outside the jurisdiction of the FBI or it is decided to prosecute a SSTF case at the state or local level, the FBI agrees to provide all relevant information to state and local authorities in accordance with all applicable legal limitations.

**A. Investigative Methods/Evidence**

44. For cases assigned to an FBI Special Agent or in which FBI CHSs are utilized, the Parties agree to conform to federal standards concerning evidence collection, processing, storage, and electronic surveillance. However, in situations where the investigation will be prosecuted in the State Court where statutory or common law of the state is more restrictive than the comparable federal law, the investigative methods employed by FBI case agents shall conform to the requirements of such statutory or common law pending a decision as to venue for prosecution.
45. In all cases assigned to state, county, or local law enforcement participants, the parties agree to utilize federal standards pertaining to evidence handling and electronic surveillance activities as outlined in the DIOG to the greatest extent possible. However,

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in situations where the statutory or common law of the state is more restrictive than the comparable federal law, the investigative methods employed by state and local law enforcement agencies shall conform to the requirements of such statutory or common law pending a decision as to venue for prosecution.

46. The use of other investigative methods (search warrants, interceptions of oral communications, etc.) and reporting procedures in connection therewith will be consistent with the policies and procedures of the FBI.

**B. Undercover Operations**

47. All SSTF undercover operations will be conducted and reviewed in accordance with FBI guidelines and the Attorney General's Guidelines on Federal Bureau of Investigation Undercover Operations. All participating agencies may be requested to enter into an additional agreement if an employee of the participating agency is assigned duties which require the officer to act in an undercover capacity.

**USE OF LESS-THAN-LETHAL-DEVICES<sup>1</sup>**

48. The parent agency of each individual assigned to the SSTF will ensure that while the individual is participating in FBI-led task force operations in the capacity of a task force officer, task force member, or task force participant, the individual will carry only less-lethal devices that the parent agency has issued to the individual, and that the individual has been trained in accordance with the agency's policies and procedures.
49. The parent agency of each individual assigned to the SSTF will ensure that the agency's policies and procedures for use of any less-lethal device that will be carried by the task force officer, task force member, or task force participant are consistent with the DOJ policy statement on the Use of Less-Than-Lethal Devices.<sup>2</sup>

**DEADLY FORCE AND SHOOTING INCIDENT POLICIES**

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<sup>1</sup> Pursuant to Section VIII of the DOJ Less-Than-Lethal Devices Policy dated May 16, 2011, all state/local officers participating in joint task force operations must be made aware of and adhere to the policy and its limits on DOJ officers.

<sup>2</sup> Less-lethal – When use of force is required, but deadly force may not be appropriate, law enforcement officers may employ less-lethal weapons to gain control of a subject. Less-lethal weapons are designed to induce a subject to submit or comply with directions. These weapons give law enforcement officers the ability to protect the safety of officers, subjects, and the public by temporarily incapacitating subjects. While less-lethal weapons are intended to avoid causing any serious harm or injury to a subject, significant injuries and death can occur from their use.

The term "less-than-lethal" is synonymous with "less-lethal", "non-lethal", "non-deadly", and other terms referring to devices used in situations covered by the DOJ Policy on the Use of Less-Than-Lethal Devices. "Less-lethal" is the industry standard and the terminology the FBI has elected to utilize in reference to this policy.

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50. SSTF personnel will follow their own agencies' policies concerning firearms discharge and use of deadly force.

**DEPUTATIONS**

51. Local and state law enforcement personnel designated to the SSTF, subject to a limited background inquiry, shall be sworn as federal task force officers by acquiring Title 18 U.S.C. authority (via the United States Marshals Service) and Title 21 U.S.C. authority (via the FBI, to participate in federal drug investigations). The FBI will secure the required deputation authorization(s). The deputation(s) should remain in effect throughout the tenure of each investigator's assignment to the SSTF or until the termination of the SSTF, whichever comes first.
52. Deputized SSTF personnel will be subject to the rules and regulations pertaining to such deputation. Administrative and personnel policies imposed by the participating agencies will not be voided by deputation of their respective personnel.
53. State, local, tribal, and territorial law enforcement officers (LEOs) who serve on the SSTF must be federally deputized under Title 18. They must also be deputized under Title 21 to participate in federal drug investigations. The FBI may likewise require federal LEOs who serve on the SSTF to be deputized while assigned to the SSTF. The FBI will secure the required authorization for deputations, as needed.
54. Under the terms of this MOU, the Participating Agency agrees that non-LEOs detailed to the SSTF will not: (1) participate in law enforcement activities; (2) carry a weapon, either lethal or non-lethal; or (3) participate in the execution of search/arrest warrants.

**VEHICLES**

55. In furtherance of this MOU, employees of participating agencies may be permitted to drive FBI owned or leased vehicles for official SSTF business and only in accordance with applicable FBI rules and regulations, including those outlined in the FBI Government Vehicle Use Policy Guide (1093PG). The assignment of an FBI owned or leased vehicle to participating agency SSTF personnel will require the execution of a separate Vehicle Use Agreement.
56. The participating agencies agree that FBI vehicles will not be used to transport passengers unrelated to SSTF business.
57. Neither the FBI nor the United States shall not be responsible for any civil liability arising from the use of an FBI owned or leased vehicle by SSTF personnel while engaged in any conduct other than their official duties and assignments pursuant to their federal deputation on the SSTF.

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58. To the extent permitted by applicable law, the Lexington Police Department agrees to hold harmless the FBI and the United States for any claim for property damage or personal injury arising from any use of an FBI owned or leased vehicle by SSTF personnel which is outside the scope of their official duties and assignments.

**SALARY/OVERTIME COMPENSATION**

59. The FBI and each participating agency remain responsible for all personnel costs for their SSTF representatives, including salaries, overtime payments and fringe benefits consistent with their respective agency, except as described in paragraph 60 below.
60. Subject to funding availability and legislative authorization, the FBI will reimburse to participating agencies the cost of overtime worked by non-federal SSTF personnel assigned full-time to SSTF, provided overtime expenses were incurred as a result of SSTF-related duties, and subject to the provisions and limitations set forth in a separate Cost Reimbursement Agreement to be executed in conjunction with this MOU. A separate Cost Reimbursement Agreement must be executed between the FBI and the participating agencies for full-time employee(s) assigned to SSTF, consistent with regulations and policy, prior to any reimbursement by the FBI. Otherwise, overtime shall be compensated in accordance with applicable participating agency overtime provisions and shall be subject to the prior approval of appropriate personnel.

**PROPERTY AND EQUIPMENT**

61. Property utilized by the SSTF in connection with authorized investigations and/or operations and in the custody and control and used at the direction of the SSTF, will be maintained in accordance with the policies and procedures of the agency supplying the equipment. Property damaged or destroyed which was utilized by SSTF in connection with authorized investigations and/or operations and is in the custody and control and used at the direction of SSTF, will be the financial responsibility of the agency supplying said property.

**FUNDING**

62. This MOU is not an obligation or commitment of funds, nor a basis for transfer of funds, but rather is a basic statement of the understanding between the parties hereto of the tasks and methods for performing the tasks described herein. Unless otherwise agreed in writing, each party shall bear its own costs in relation to this MOU. Expenditures by each party will be subject to its budgetary processes and to the availability of funds and resources pursuant to applicable laws, regulations, and policies. The parties expressly acknowledge that the above language in no way implies that Congress will appropriate funds for such expenditures.

**FORFEITURES**

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63. The FBI shall be responsible for processing assets seized for federal forfeiture in conjunction with SSTF operations.
64. Asset forfeitures will be conducted in accordance with federal law, and the rules and regulations set forth by the FBI and DOJ. Forfeitures attributable to SSTF investigations may be equitably shared with the agencies participating in the SSTF.

**DISPUTE RESOLUTION**

65. In cases of overlapping jurisdiction, the participating agencies agree to work in concert to achieve the SSTF's objectives.
66. The participating agencies agree to attempt to resolve any disputes regarding jurisdiction, case assignments, workload, etc., at the field level first before referring the matter to supervisory personnel for resolution.

**MEDIA RELEASES**

67. All media releases and statements will be mutually agreed upon and jointly handled according to FBI and participating agency guidelines.
68. Press releases will conform to DOJ Guidelines regarding press releases. No release will be issued without FBI final approval.

**SELECTION TO SSTF AND SECURITY CLEARANCES**

69. If a participating agency candidate for the SSTF will require a security clearance, he or she will be contacted by FBI security personnel to begin the background investigation process prior to the assigned start date.
70. If, for any reason, the FBI determines that a participating agency candidate is not qualified or eligible to serve on the SSTF, the participating agency will be so advised and a request will be made for another candidate.
71. Upon being selected, each candidate will receive a comprehensive briefing on FBI field office security policies and procedures. During the briefing, each candidate will execute non-disclosure agreements (SF-312 and FD-868), as may be necessary or required by the FBI.
72. Before receiving unescorted access to FBI space identified as an open storage facility, SSTF personnel will be required to obtain and maintain a "Top Secret" security clearance. SSTF personnel will not be allowed unescorted access to FBI space unless they have received a Top Secret security clearance.

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73. Upon departure from the SSTF, each individual whose assignment to the SSTF is completed will be given a security debriefing and reminded of the provisions contained in the non-disclosure agreement to which he or she previously agreed.

**LIABILITY**

74. The participating agencies acknowledge that this MOU does not alter the applicable law governing civil liability, if any, arising from the conduct of personnel assigned to the SSTF.
75. Each party agrees to notify the other in the event of receipt of a civil claim arising from the SSTF. Both parties agree to cooperate fully with one another in the event of any investigation arising from alleged negligence or misconduct arising from the operational relationship. Nothing in this paragraph prevents any party from conducting an independent administrative review of any incident giving rise to a claim. In the event that a civil claim or complaint is brought against a state or local officer assigned to the SSTF, the officer may request legal representation and/or defense by DOJ, under the circumstances and pursuant to the statutes and regulations identified below.
76. COMMON LAW TORT CLAIMS

- A. Congress has provided that the exclusive remedy for the negligent or wrongful act or omission of an employee of the U.S. Government, acting within the scope of his or her employment, shall be an action against the United States under the Federal Tort Claims Act, 28 U.S.C. § 1346(b), and §§ 2671-2680.
- B. Notwithstanding any other provision contained in this MOU, for the limited purpose of defending civil claims arising out of SSTF activity, any employee detailed from a Participating Agency who is acting within the course and scope of his or her official duties and assignments pursuant to this MOU may be considered an "employee" of the U.S. government, as defined at 28 U.S.C. § 2671. See 5 U.S.C. § 3374(c)(2).
- C. Under the Federal Employee Liability Reform and Tort Compensation Act of 1998 (commonly known as the Westfall Act), see 28 U.S.C. § 2679(b)(1), if an employee of the United States is named as a defendant in a civil action, the Attorney General or his or her designee may certify that the defendant acted within the scope of his or her employment at the time of the incident giving rise to the suit. 28 U.S.C. § 2679(d)(1)&(2). The United States can then be substituted for the employee as the sole defendant with respect to any tort claims alleged in the action. 28 U.S.C. § 2679(d)(1)&(2). Decisions to certify that an employee was acting within the scope of his or her employment at the time of the incident giving rise to the suit, see 28 U.S.C. § 2679(d)(1)&(2), are made on a case-by case-basis, and such certification cannot be guaranteed.

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- D. If the Attorney General declines to certify that an employee was acting within the scope of employment, "the employee may at any time before trial petition the court to find and certify that the employee was acting within the scope of his office or employment." 28 U.S. C. § 2679(d)(3)."
77. For the limited purpose of defending against a civil claim arising from an alleged violation of the U.S. Constitution pursuant to 42 U.S.C. § 1983 or Bivens v. Six Unknown Named Agents of the Federal Bureau of Narcotics, 403 U.S. 388 (1971): An individual assigned to the SSTF who is named as a defendant in a civil action as a result of or in connection with the performance of his or her official duties and assignments pursuant to this MOU may request individual-capacity representation by DOJ to defend against the claims. 28 C.F.R. §§ 50.15, 50.16. Any such request for individual-capacity representation must be made in the form of a letter from the individual defendant to the U.S. Attorney General. The letter should be provided to Chief Division Counsel (CDC) for the FBI Louisville Division, who will then coordinate the request with the FBI Office of the General Counsel. In the event of an adverse judgment against the individual, he or she may request indemnification from DOJ. 28 C.F.R. § 50.15(c)(4). Requests for DOJ representation and indemnification are determined by DOJ on a case-by-case basis. The FBI cannot guarantee the United States will provide legal representation or indemnification to any SSTF personnel.
78. Liability for any conduct by SSTF personnel undertaken outside of the scope of their duties and assignments pursuant to their federal deputation on the SSTF shall not be the responsibility of the FBI or the United States.

**DURATION**

79. The term of this MOU is for the duration of the SSTF's operations, contingent upon approval of necessary funding, but may be terminated at any time upon written mutual consent of the agency involved.
80. Any participating agency may withdraw from the SSTF at any time by written notification to the SSA with designated oversight for investigative and personnel matters or program manager of the SSTF at least 30 days prior to withdrawal.
81. Upon termination of this MOU, all equipment provided to the SSTF will be returned to the supplying agency/agencies. In addition, when an entity withdraws from the MOU, the entity will return equipment to the supplying agency/agencies. Similarly, remaining agencies will return to a withdrawing agency any unexpended equipment supplied by the withdrawing agency during any SSTF participation.

**MODIFICATIONS**

82. This agreement may be modified at any time by written consent of all involved agencies.

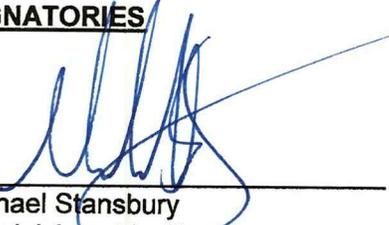
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83. Modifications to this MOU shall have no force and effect unless such modifications are reduced to writing and signed by an authorized representative of each participating agency.

**SIGNATORIES**

  
\_\_\_\_\_  
Michael Stansbury  
Special Agent in Charge  
Federal Bureau of Investigation  
Louisville Division

2/20/2025  
Date

\_\_\_\_\_  
Chief Lawrence B. Weathers  
Lexington Police Department

\_\_\_\_\_  
Date

\_\_\_\_\_  
Linda Gorton  
Mayor  
Lexington-Fayette County Government

\_\_\_\_\_  
Date

RESOLUTION NO. \_\_\_\_-2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH FEDERAL BUREAU OF INVESTIGATION LOUISVILLE SAFE STREETS TASK FORCE TO DELINEATE RESPONSIBILITIES.

---

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

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute the Memorandum of Understanding, which is attached hereto and incorporated herein by reference, with Federal Bureau of Investigation Louisville Safe Streets Task Force to delineate responsibilities.

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

PASSED URBAN COUNTY COUNCIL:

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MAYOR

ATTEST:

---

CLERK OF URBAN COUNTY COUNCIL

243-25:MRS: 4932-7712-0550, v. 1

RESOLUTION NO. 119 -2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH FEDERAL BUREAU OF INVESTIGATION LOUISVILLE SAFE STREETS TASK FORCE TO DELINEATE RESPONSIBILITIES.

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

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute the Memorandum of Understanding, which is attached hereto and incorporated herein by reference, with Federal Bureau of Investigation Louisville Safe Streets Task Force to delineate responsibilities.

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

PASSED URBAN COUNTY COUNCIL: March 20, 2025

*Linda Gorton*

MAYOR

ATTEST:

*[Signature]*

CLERK OF URBAN COUNTY COUNCIL

243-25:MRS: 4932-7712-0550, v. 1

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**FEDERAL BUREAU OF INVESTIGATION  
LOUISVILLE SAFE STREETS TASK FORCE  
MEMORANDUM OF UNDERSTANDING**

**PARTIES**

1. This Memorandum of Understanding (MOU) is entered into by and between the **Federal Bureau of Investigation (FBI)** and the **Lexington-Fayette Urban County Government on behalf of the Division Of Police** (participating agency) (collectively: the Parties). Nothing in this MOU should be construed as limiting or impeding the basic spirit of cooperation which exists between these agencies.

**AUTHORITIES**

2. Authority for the FBI to enter into this agreement can be found at Title 28, United States Code (U.S.C.), Section (§) 533; 34 U.S.C. § 10211; Title 28, Code of Federal Regulations (C.F.R.), § 0.85; and applicable United States Attorney General's Guidelines.

**PURPOSE**

3. The purpose of this MOU is to delineate the responsibilities of Louisville Safe Streets Task Force (SSTF) personnel; formalize relationships between participating agencies for policy guidance, planning, training, public and media relations; and maximize inter-agency cooperation. This MOU is not intended, and should not be construed, to create any right or benefit, substantive or procedural, enforceable at law or otherwise by any third party against the parties, the United States, or the officers, employees, agents, or other associated personnel thereof. No assignment of rights, duties, or obligations of this MOU shall be made by any party without the express written approval of a duly authorized representative of all other parties.

**MISSION**

4. The mission of the SSTF is to identify and target for prosecution criminal enterprise groups responsible for drug trafficking, money laundering, alien smuggling, crimes of violence such as murder and aggravated assault, robbery, and violent street gangs, as well as to intensely focus on the apprehension of dangerous fugitives where there is or may be a federal investigative interest. The SSTF will enhance the effectiveness of federal/state/local law enforcement resources through a well-coordinated initiative seeking the most effective investigative/prosecutive avenues by which to convict and incarcerate dangerous offenders.

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**SUPERVISION AND CONTROL**

**A. Supervision**

5. Overall management of the SSTF shall be the shared responsibility of the participating agency heads and/or their designees.
6. The Special Agent in Charge (SAC) of the FBI Louisville Division shall designate one Supervisory Special Agent (SSTF Supervisor) to supervise the SSTF. The SSTF Supervisor may designate a Special Agent to serve as the SSTF Coordinator. Either the SSTF Supervisor or the SSTF Coordinator shall oversee day-to-day operational and investigative matters pertaining to the SSTF.
7. Conduct undertaken outside the scope of an individual's SSTF duties and assignments under this MOU shall not fall within the oversight responsibility of the SSTF Supervisor or SSTF Coordinator.
8. SSTF personnel will report to his or her respective agency for personnel and administrative matters. Each participating agency shall be responsible for the pay, overtime, leave, performance appraisals, and other personnel matters relating to its employees detailed to the SSTF. The FBI and the participating agency may provide for overtime reimbursement by the FBI by separate written agreement.
9. All FBI personnel will adhere to the FBI's ethical standards, including Department of Justice (DOJ)/FBI regulations relating to outside employment and prepublication review matters, and will remain subject to the Supplemental Standards of Ethical conduct for employees of the DOJ.
10. All SSTF personnel, which includes Task Force Officers, Task Force Members, and Task Force Participants must adhere to the applicable U.S. Attorney General's Guidelines and Domestic Investigations and Operations Guide (DIOG).
11. SSTF personnel will continue to report to their respective agency heads for non-investigative administrative matters not detailed in this MOU.
12. Continued assignment of personnel to the SSTF will be based on performance and at the discretion of appropriate management. The FBI SAC and SSTF Supervisor will also retain discretion to remove any individual from the SSTF.

**B. Case Assignments**

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13. The FBI SSTF Supervisor will be responsible for opening, monitoring, directing, and closing SSTF investigations in accordance with existing FBI policy and the applicable United States Attorney General's Guidelines.
14. Assignments of cases to personnel will be based on, but not limited to, experience, training and performance, in addition to the discretion of the SSTF Supervisor.
15. For FBI administrative purposes, SSTF cases will be entered into the relevant FBI computer system.
16. SSTF personnel will have equal responsibility for each case assigned. SSTF personnel will be responsible for complete investigation from predication to resolution.

**C. Resource Control**

17. The head of each participating agency shall determine the resources to be dedicated by that agency to the SSTF, including personnel, as well as the continued dedication of those resources. The participating agency head or designee shall be kept fully apprised of all investigative developments by his or her subordinates.

**OPERATIONS**

**A. Investigative Exclusivity**

18. It is agreed that matters designated to be handled by the SSTF will not knowingly be subject to non-SSTF law enforcement efforts by any of the participating agencies. It is incumbent on each agency to make proper internal notification regarding the SSTF's existence and areas of concern.
19. It is agreed that there is to be no unilateral action taken on the part of the FBI or any participating agency relating to SSTF investigations or areas of concern as described in paragraph 4. All law enforcement actions will be coordinated and cooperatively carried out.
20. SSTF investigative leads outside of the geographic areas of responsibility for FBI Louisville Division will be communicated to other FBI offices for appropriate investigation.

**B. Confidential Human Sources**

21. The disclosure of FBI informants, or Confidential Human Sources (CHSs), to non-SSTF personnel will be limited to those situations where it is essential to the effective performance of the SSTF and only with prior FBI approval. These disclosures will be consistent with applicable FBI guidelines and policy.

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22. Non-FBI SSTF personnel may not make any further disclosure of the identity of an FBI CHS, including to other individuals assigned to the SSTF. No documents or information which identify, tend to identify, or may indirectly identify an FBI CHS may be released without prior FBI approval.
23. In those instances where a participating agency provides a CHS, the FBI may, at the discretion of the SAC, become solely responsible for the CHS's continued development, operation, and compliance with necessary administrative procedures regarding operation and payment as set forth by the FBI.
24. The United States Attorney General's Guidelines and FBI policy and procedure for operating FBI CHSs shall apply to all FBI CHSs opened and operated in furtherance of SSTF investigations. Documentation of, and any payments made to, FBI CHSs shall be in accordance with FBI policy and procedure.
25. Operation, documentation, and payment of any CHS opened and operated in furtherance of an SSTF investigation must be in accordance with the United States Attorney General's Guidelines, regardless of whether the handling agency is an FBI SSTF participating agency. Documentation of state, county, or local CHSs opened and operated in furtherance of SSTF investigations shall be maintained at an agreed upon location.

**C. Reports and Records**

26. All investigative reporting will be prepared in compliance with existing FBI policy. Subject to pertinent legal and/or policy restrictions, copies of pertinent documents created by SSTF personnel will be made available for inclusion in the respective investigative agencies' files as appropriate.
27. SSTF reports prepared in cases assigned to SSTF personnel will be maintained at an FBI approved location; original documents will be maintained by the FBI.
28. Records and reports generated in SSTF cases which are opened and assigned by the FBI SSA with designated oversight for investigative and personnel matters will be maintained in the FBI investigative file for SSTF.
29. SSTF investigative records maintained at the Louisville Field Office of the FBI will be available to all SSTF personnel, as well as their supervisory and command staff subject to pertinent legal, administrative and/or policy restrictions.
30. All evidence and original tape recordings (audio and video) acquired by the FBI during the course of the SSTF investigations will be maintained by the FBI. The FBI's rules and policies governing the submission, retrieval and chain of custody will be adhered to by SSTF personnel.

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31. All SSTF investigative records will be maintained at an approved FBI location. Placement of all or part of said information into participating agency files rests with the discretion of supervisory personnel of the concerned agencies, subject to SSTF Supervisor approval.
32. Classified information and/or documents containing information that identifies or tends to identify an FBI CHS shall not be placed in the files of participating agencies unless appropriate FBI policy has been satisfied and only with prior FBI approval.

**INFORMATION SHARING**

33. Records or reports created or obtained by the SSTF are the property of the FBI and disclosure of such records, if it occurs, shall be pursuant to applicable federal law, with the approval of FBI. If such records are shared outside of the SSTF with state and/or local law enforcement agencies, such records are merely loaned to the non-Federal agency and are subject to retrieval by the FBI at its discretion. In the event that the Lexington Police Department receives a request pursuant to Kentucky's public records statute, the civil or criminal discovery process, or other judicial, legislative, or administrative process, to disclose SSTF records, the Lexington Police Department will immediately notify the FBI of any such request in order to allow sufficient time for the FBI to seek to prevent disclosure through appropriate channels, if necessary.
34. No information possessed by the FBI, to include information derived from informal communications between SSTF personnel and FBI employees not assigned to the SSTF, may be disseminated by SSTF personnel to non-SSTF personnel without the approval of the SSTF Supervisor and in accordance with the applicable laws and internal regulations, procedures or agreements between the FBI and the participating agencies that would permit the participating agencies to receive that information directly. Likewise, SSTF personnel will not provide any participating agency information to the FBI that is not otherwise available to it unless authorized by appropriate participating agency officials.
35. The Parties acknowledge that this MOU may provide SSTF personnel with access to information about U.S. persons which is protected by the Privacy Act of 1974 and/or Executive Order 12333. The Parties expressly agree that all such information will be handled lawfully pursuant to the provisions thereof. The Parties further agree that if this access to information by SSTF personnel requires a change in privacy compliance documents, those changes will be accomplished prior to access being granted.
36. Each Party that discloses PII is responsible for making reasonable efforts to ensure that the information disclosed is accurate, complete, timely, and relevant.
37. The FBI is providing access to information from its records with the understanding that in the event the recipient becomes aware of any inaccuracies in the data, the recipient will promptly notify the FBI so that corrective action can be taken. Similarly, if the FBI

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becomes aware that information it has received pursuant to this MOU is inaccurate, it will notify the contributing Party so that corrective action can be taken.

38. Each Party is responsible for ensuring that information it discloses was not knowingly obtained or maintained in violation of any law or policy applicable to the disclosing Party, and that information is only made available to the receiving Party as may be permitted by laws, regulations, policies, or procedures applicable to the disclosing Party.
39. Each Party will immediately report to the other Party each instance in which data received from the other Party is used, disclosed, or accessed in an unauthorized manner (including any data losses or breaches).
40. Each party agrees to provide, upon request, details regarding the handling and maintenance of data in electronic and paper recordkeeping systems maintained pursuant to the provisions of this MOU, in order to allow the other party to ensure that appropriate security and privacy protections are in place. Such information shall be provided to the extent allowable by the laws, regulations and policies governing each party.

**PROSECUTIONS**

41. SSTF investigative procedures, whenever practicable, are to conform to the requirements which would allow for either federal or state prosecution.
42. A determination will be made on a case-by-case basis whether the prosecution of SSTF cases will be at the state or federal level. This determination will be based on the evidence obtained and a consideration of which level of prosecution would be of the greatest benefit to the overall objectives of the SSTF.
43. In the event that a state or local matter is developed that is outside the jurisdiction of the FBI or it is decided to prosecute a SSTF case at the state or local level, the FBI agrees to provide all relevant information to state and local authorities in accordance with all applicable legal limitations.

**A. Investigative Methods/Evidence**

44. For cases assigned to an FBI Special Agent or in which FBI CHSs are utilized, the Parties agree to conform to federal standards concerning evidence collection, processing, storage, and electronic surveillance. However, in situations where the investigation will be prosecuted in the State Court where statutory or common law of the state is more restrictive than the comparable federal law, the investigative methods employed by FBI case agents shall conform to the requirements of such statutory or common law pending a decision as to venue for prosecution.
45. In all cases assigned to state, county, or local law enforcement participants, the parties agree to utilize federal standards pertaining to evidence handling and electronic surveillance activities as outlined in the DIOG to the greatest extent possible. However,

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in situations where the statutory or common law of the state is more restrictive than the comparable federal law, the investigative methods employed by state and local law enforcement agencies shall conform to the requirements of such statutory or common law pending a decision as to venue for prosecution.

46. The use of other investigative methods (search warrants, interceptions of oral communications, etc.) and reporting procedures in connection therewith will be consistent with the policies and procedures of the FBI.

**B. Undercover Operations**

47. All SSTF undercover operations will be conducted and reviewed in accordance with FBI guidelines and the Attorney General's Guidelines on Federal Bureau of Investigation Undercover Operations. All participating agencies may be requested to enter into an additional agreement if an employee of the participating agency is assigned duties which require the officer to act in an undercover capacity.

**USE OF LESS-THAN-LETHAL-DEVICES<sup>1</sup>**

48. The parent agency of each individual assigned to the SSTF will ensure that while the individual is participating in FBI-led task force operations in the capacity of a task force officer, task force member, or task force participant, the individual will carry only less-lethal devices that the parent agency has issued to the individual, and that the individual has been trained in accordance with the agency's policies and procedures.
49. The parent agency of each individual assigned to the SSTF will ensure that the agency's policies and procedures for use of any less-lethal device that will be carried by the task force officer, task force member, or task force participant are consistent with the DOJ policy statement on the Use of Less-Than-Lethal Devices.<sup>2</sup>

**DEADLY FORCE AND SHOOTING INCIDENT POLICIES**

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<sup>1</sup> Pursuant to Section VIII of the DOJ Less-Than-Lethal Devices Policy dated May 16, 2011, all state/local officers participating in joint task force operations must be made aware of and adhere to the policy and its limits on DOJ officers.

<sup>2</sup> Less-lethal – When use of force is required, but deadly force may not be appropriate, law enforcement officers may employ less-lethal weapons to gain control of a subject. Less-lethal weapons are designed to induce a subject to submit or comply with directions. These weapons give law enforcement officers the ability to protect the safety of officers, subjects, and the public by temporarily incapacitating subjects. While less-lethal weapons are intended to avoid causing any serious harm or injury to a subject, significant injuries and death can occur from their use.

The term “less-than-lethal” is synonymous with “less-lethal”, “non-lethal”, “non-deadly”, and other terms referring to devices used in situations covered by the DOJ Policy on the Use of Less-Than-Lethal Devices. “Less-lethal” is the industry standard and the terminology the FBI has elected to utilize in reference to this policy.

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50. SSTF personnel will follow their own agencies' policies concerning firearms discharge and use of deadly force.

**DEPUTATIONS**

51. Local and state law enforcement personnel designated to the SSTF, subject to a limited background inquiry, shall be sworn as federal task force officers by acquiring Title 18 U.S.C. authority (via the United States Marshals Service) and Title 21 U.S.C. authority (via the FBI, to participate in federal drug investigations). The FBI will secure the required deputation authorization(s). The deputation(s) should remain in effect throughout the tenure of each investigator's assignment to the SSTF or until the termination of the SSTF, whichever comes first.
52. Deputized SSTF personnel will be subject to the rules and regulations pertaining to such deputation. Administrative and personnel policies imposed by the participating agencies will not be voided by deputation of their respective personnel.
53. State, local, tribal, and territorial law enforcement officers (LEOs) who serve on the SSTF must be federally deputized under Title 18. They must also be deputized under Title 21 to participate in federal drug investigations. The FBI may likewise require federal LEOs who serve on the SSTF to be deputized while assigned to the SSTF. The FBI will secure the required authorization for deputations, as needed.
54. Under the terms of this MOU, the Participating Agency agrees that non-LEOs detailed to the SSTF will not: (1) participate in law enforcement activities; (2) carry a weapon, either lethal or non-lethal; or (3) participate in the execution of search/arrest warrants.

**VEHICLES**

55. In furtherance of this MOU, employees of participating agencies may be permitted to drive FBI owned or leased vehicles for official SSTF business and only in accordance with applicable FBI rules and regulations, including those outlined in the FBI Government Vehicle Use Policy Guide (1093PG). The assignment of an FBI owned or leased vehicle to participating agency SSTF personnel will require the execution of a separate Vehicle Use Agreement.
56. The participating agencies agree that FBI vehicles will not be used to transport passengers unrelated to SSTF business.
57. Neither the FBI nor the United States shall not be responsible for any civil liability arising from the use of an FBI owned or leased vehicle by SSTF personnel while engaged in any conduct other than their official duties and assignments pursuant to their federal deputation on the SSTF.

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58. To the extent permitted by applicable law, the Lexington Police Department agrees to hold harmless the FBI and the United States for any claim for property damage or personal injury arising from any use of an FBI owned or leased vehicle by SSTF personnel which is outside the scope of their official duties and assignments.

**SALARY/OVERTIME COMPENSATION**

59. The FBI and each participating agency remain responsible for all personnel costs for their SSTF representatives, including salaries, overtime payments and fringe benefits consistent with their respective agency, except as described in paragraph 60 below.
60. Subject to funding availability and legislative authorization, the FBI will reimburse to participating agencies the cost of overtime worked by non-federal SSTF personnel assigned full-time to SSTF, provided overtime expenses were incurred as a result of SSTF-related duties, and subject to the provisions and limitations set forth in a separate Cost Reimbursement Agreement to be executed in conjunction with this MOU. A separate Cost Reimbursement Agreement must be executed between the FBI and the participating agencies for full-time employee(s) assigned to SSTF, consistent with regulations and policy, prior to any reimbursement by the FBI. Otherwise, overtime shall be compensated in accordance with applicable participating agency overtime provisions and shall be subject to the prior approval of appropriate personnel.

**PROPERTY AND EQUIPMENT**

61. Property utilized by the SSTF in connection with authorized investigations and/or operations and in the custody and control and used at the direction of the SSTF, will be maintained in accordance with the policies and procedures of the agency supplying the equipment. Property damaged or destroyed which was utilized by SSTF in connection with authorized investigations and/or operations and is in the custody and control and used at the direction of SSTF, will be the financial responsibility of the agency supplying said property.

**FUNDING**

62. This MOU is not an obligation or commitment of funds, nor a basis for transfer of funds, but rather is a basic statement of the understanding between the parties hereto of the tasks and methods for performing the tasks described herein. Unless otherwise agreed in writing, each party shall bear its own costs in relation to this MOU. Expenditures by each party will be subject to its budgetary processes and to the availability of funds and resources pursuant to applicable laws, regulations, and policies. The parties expressly acknowledge that the above language in no way implies that Congress will appropriate funds for such expenditures.

**FORFEITURES**

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63. The FBI shall be responsible for processing assets seized for federal forfeiture in conjunction with SSTF operations.
64. Asset forfeitures will be conducted in accordance with federal law, and the rules and regulations set forth by the FBI and DOJ. Forfeitures attributable to SSTF investigations may be equitably shared with the agencies participating in the SSTF.

**DISPUTE RESOLUTION**

65. In cases of overlapping jurisdiction, the participating agencies agree to work in concert to achieve the SSTF's objectives.
66. The participating agencies agree to attempt to resolve any disputes regarding jurisdiction, case assignments, workload, etc., at the field level first before referring the matter to supervisory personnel for resolution.

**MEDIA RELEASES**

67. All media releases and statements will be mutually agreed upon and jointly handled according to FBI and participating agency guidelines.
68. Press releases will conform to DOJ Guidelines regarding press releases. No release will be issued without FBI final approval.

**SELECTION TO SSTF AND SECURITY CLEARANCES**

69. If a participating agency candidate for the SSTF will require a security clearance, he or she will be contacted by FBI security personnel to begin the background investigation process prior to the assigned start date.
70. If, for any reason, the FBI determines that a participating agency candidate is not qualified or eligible to serve on the SSTF, the participating agency will be so advised and a request will be made for another candidate.
71. Upon being selected, each candidate will receive a comprehensive briefing on FBI field office security policies and procedures. During the briefing, each candidate will execute non-disclosure agreements (SF-312 and FD-868), as may be necessary or required by the FBI.
72. Before receiving unescorted access to FBI space identified as an open storage facility, SSTF personnel will be required to obtain and maintain a "Top Secret" security clearance. SSTF personnel will not be allowed unescorted access to FBI space unless they have received a Top Secret security clearance.

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73. Upon departure from the SSTF, each individual whose assignment to the SSTF is completed will be given a security debriefing and reminded of the provisions contained in the non-disclosure agreement to which he or she previously agreed.

**LIABILITY**

74. The participating agencies acknowledge that this MOU does not alter the applicable law governing civil liability, if any, arising from the conduct of personnel assigned to the SSTF.
75. Each party agrees to notify the other in the event of receipt of a civil claim arising from the SSTF. Both parties agree to cooperate fully with one another in the event of any investigation arising from alleged negligence or misconduct arising from the operational relationship. Nothing in this paragraph prevents any party from conducting an independent administrative review of any incident giving rise to a claim. In the event that a civil claim or complaint is brought against a state or local officer assigned to the SSTF, the officer may request legal representation and/or defense by DOJ, under the circumstances and pursuant to the statutes and regulations identified below.
76. COMMON LAW TORT CLAIMS
- A. Congress has provided that the exclusive remedy for the negligent or wrongful act or omission of an employee of the U.S. Government, acting within the scope of his or her employment, shall be an action against the United States under the Federal Tort Claims Act, 28 U.S.C. § 1346(b), and §§ 2671-2680.
- B. Notwithstanding any other provision contained in this MOU, for the limited purpose of defending civil claims arising out of SSTF activity, any employee detailed from a Participating Agency who is acting within the course and scope of his or her official duties and assignments pursuant to this MOU may be considered an "employee" of the U.S. government, as defined at 28 U.S.C. § 2671. See 5 U.S.C. § 3374(c)(2).
- C. Under the Federal Employee Liability Reform and Tort Compensation Act of 1998 (commonly known as the Westfall Act), see 28 U.S.C. § 2679(b)(1), if an employee of the United States is named as a defendant in a civil action, the Attorney General or his or her designee may certify that the defendant acted within the scope of his or her employment at the time of the incident giving rise to the suit. 28 U.S.C. § 2679(d)(1)&(2). The United States can then be substituted for the employee as the sole defendant with respect to any tort claims alleged in the action. 28 U.S.C. § 2679(d)(1)&(2). Decisions to certify that an employee was acting within the scope of his or her employment at the time of the incident giving rise to the suit, see 28 U.S.C. § 2679(d)(1)&(2), are made on a case-by case-basis, and such certification cannot be guaranteed.

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- D. If the Attorney General declines to certify that an employee was acting within the scope of employment, "the employee may at any time before trial petition the court to find and certify that the employee was acting within the scope of his office or employment." 28 U.S. C. § 2679(d)(3)."
77. For the limited purpose of defending against a civil claim arising from an alleged violation of the U.S. Constitution pursuant to 42 U.S.C. § 1983 or Bivens v. Six Unknown Named Agents of the Federal Bureau of Narcotics, 403 U.S. 388 (1971): An individual assigned to the SSTF who is named as a defendant in a civil action as a result of or in connection with the performance of his or her official duties and assignments pursuant to this MOU may request individual-capacity representation by DOJ to defend against the claims. 28 C.F.R. §§ 50.15, 50.16. Any such request for individual-capacity representation must be made in the form of a letter from the individual defendant to the U.S. Attorney General. The letter should be provided to Chief Division Counsel (CDC) for the FBI Louisville Division, who will then coordinate the request with the FBI Office of the General Counsel. In the event of an adverse judgment against the individual, he or she may request indemnification from DOJ. 28 C.F.R. § 50.15(c)(4). Requests for DOJ representation and indemnification are determined by DOJ on a case-by-case basis. The FBI cannot guarantee the United States will provide legal representation or indemnification to any SSTF personnel.
78. Liability for any conduct by SSTF personnel undertaken outside of the scope of their duties and assignments pursuant to their federal deputation on the SSTF shall not be the responsibility of the FBI or the United States.

**DURATION**

79. The term of this MOU is for the duration of the SSTF's operations, contingent upon approval of necessary funding, but may be terminated at any time upon written mutual consent of the agency involved.
80. Any participating agency may withdraw from the SSTF at any time by written notification to the SSA with designated oversight for investigative and personnel matters or program manager of the SSTF at least 30 days prior to withdrawal.
81. Upon termination of this MOU, all equipment provided to the SSTF will be returned to the supplying agency/agencies. In addition, when an entity withdraws from the MOU, the entity will return equipment to the supplying agency/agencies. Similarly, remaining agencies will return to a withdrawing agency any unexpended equipment supplied by the withdrawing agency during any SSTF participation.

**MODIFICATIONS**

82. This agreement may be modified at any time by written consent of all involved agencies.

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83. Modifications to this MOU shall have no force and effect unless such modifications are reduced to writing and signed by an authorized representative of each participating agency.

SIGNATORIES



Michael Stansbury  
Special Agent in Charge  
Federal Bureau of Investigation  
Louisville Division

2/20/2025  
Date



Chief Lawrence B. Weathers  
Lexington Police Department

03/03/2025  
Date



Linda Gorton  
Mayor  
Lexington-Fayette County Government

3/26/25  
Date

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