

MEMORANDUM OF UNDERSTANDING
Between
Lexington-Fayette Urban County Government (LFUCG)
and
Triangle Foundation Inc.

Effective Date: _____, 2025

Grant Period: _____, 2025 – June 30, 2026

Project: *Main & Vine Streetscape Plantings & Amenities Redesign Plan*

Grant Amount: \$90,000 (paid in one lump sum upon execution)

I. Purpose

This Memorandum of Understanding (MOU) establishes the terms under which the Triangle Foundation will provide a \$90,000 grant to the Lexington-Fayette Urban County Government (LFUCG) in support of the *Main & Vine Streetscape Plantings & Amenities Redesign Plan*. This initiative aims to enhance the public realm along Main and Vine Streets through targeted pedestrian-focused improvements—while maintaining existing curb lines and infrastructure—and to inform future public investment through the LFUCG FY27 budget process.

II. Parties

- **Grantee:**

Lexington-Fayette Urban County Government (LFUCG)
Attn: Brandi Peacher
200 E. Main Street
Lexington, KY 40507

- **Grantor:**

Triangle Foundation Inc.
Attn: Stephen L. Grossman
PO Box 223
Lexington, KY 40588

III. Roles and Responsibilities

- Corridors Commission will serve as the project sponsor.
- LFUCG staff will lead project management and coordination, including consultant oversight, public engagement, and plan development.
- The Triangle Foundation will be recognized as a funding partner and stakeholder throughout the effort.

IV. Grant Terms

The Triangle Foundation agrees to provide a grant of \$90,000, to be paid in one lump sum upon execution of this agreement. Funds are to be used exclusively for the development of the *Main & Vine Streetscape Plantings & Amenities Redesign Plan*, which will:

- Focus on plantings, lighting, and pedestrian-scale amenities.
- Preserve existing curb lines and hard infrastructure.
- Exclude the Town Branch Commons footprint to avoid duplicating recent investments.
- Engage key downtown stakeholders through a streamlined public input process.
- Produce a practical, forward-looking plan aligned with LFUCG's operations and maintenance capabilities.
- Serve as a resource for developing matching local funding through the FY27 budget process to make select corridor improvements.

This effort builds upon the *Corridors Commission Guidebook: Typology & Strategic Design Guide* and complements the ongoing *Downtown Area Master Plan*. LFUCG will ensure close coordination across all planning efforts to maximize impact.

V. Grant Conditions

LFUCG agrees to the following:

1. **Compliance:** The grant shall be administered in accordance with applicable laws, including those under the Internal Revenue Code.
2. **Use of Funds:** Funds shall be used solely for the project described above.
3. **Local Use Requirement:** No portion of the grant may be allocated to divisional, regional, or national affiliates. All funds must benefit the local project.
4. **Change Notification:** LFUCG will notify the Triangle Foundation promptly of any material changes in:
 - Legal or tax status
 - Key staff responsible for delivering the project
 - Ability to complete the project as proposed
5. **Recordkeeping:** LFUCG will maintain financial records sufficient to demonstrate that grant funds were spent in accordance with this agreement.
6. **Reporting:** LFUCG will:
 - Submit interim reports upon request from the Triangle Foundation.
 - Submit the final project document upon completion.
7. **Return of Funds:** Any unspent or misused funds shall be returned to the Triangle Foundation.
8. **Foundation Participation:** Triangle Foundation representatives may participate in stakeholder engagement activities related to the project.

VI. Execution and Acceptance

To acknowledge and accept the grant, LFUCG must sign and return two hard copies of this agreement to the Triangle Foundation. Upon receipt, the Triangle Foundation will issue the full grant payment. LFUCG will then submit the agreement for Council approval with the goal of issuing a Request for Proposals (RFP) later in summer 2025.

Authorized Signatures

For Lexington-Fayette Urban County Government (LFUCG):

Name: Linda Gordon

Title: Mayor

Date: 9/2/2025

For Triangle Foundation:

Name: [Signature]

Title: PRESIDENT

Date: 7/24/25