Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Docket

Tuesday, November 18, 2025

3:00 PM

Packet

Council Chamber

Urban County Council Work Session

I. Public Comment - Issues on Agenda

II. Requested Rezonings/ Docket Approval

a **1087-25** Public Hearing: Urban Services

III. Approval of Summary

a **1088-25** Table of Motions: Council Work Session, October 21, 2025

Attachments: TOM 102125

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 **1086-25** Neighborhood Development Funds, November 18, 2025

Attachments: NDF List 11.18.25

b **1085-25** Council Capital Projects, November 18, 2025

c **1089-25** Summary: Environmental Quality and Public Works, October 7, 2025

Attachments: eqpw_summary_2025-10-07

d **1090-25** Presentation: SPOKE Award

XI. Council Reports

XII. Public Comment - Issues Not on Agenda

XIII. Adjournment

Administrative Synopsis - New Business Items

a **0987-25** Authorization to execute the necessary documents to extend current software licensing agreement for an additional three-year term ending September 30, 2028 with Computer Sciences Corporation for RiskMaster Accelerator AWS SaaS Access Management agreement Work Order No 8 (Reso #494-2019), and any related future documents, including annual renewals for successive 12-month periods, necessary for the operation, support, or maintenance of the same, subject to the appropriation of sufficient funds. At a cost not to exceed $60,039.30. Funds are budgeted. (L0987-25)(Stewart/Rodgers)

Attachments: Bluesheet Memo_CSC RiskMaster - 10 08 2025
Am No. 2_RISKMASTER Accelerator AWS SaaS Access Agreement_Term E

b **0998-25** Authorization to enter into a purchase agreement with Atlantic Emergency Solutions (Sourcewell Contract #113021) for (1) Custom Pierce Enforcer Custom Pumper at a cost not to exceed $1,150,000.00. Funds are budgeted. (L0998-25)(Wells/Armstrong)

Attachments: Blue Sheet Memo Purchase Agreement with Atlantic Emergency Solutions_1(
Atlantic Emergency Solutions Contract for Pierce engine_102025
Pierce Lexington Proposal Document - 092925
AES Contract pricing Worksheet_102025

c **1006-25** Authorization to execute a memorandum of understanding between CASA of Lexington, Inc. and the Department of Social Services, the Fayette County Family Courts, and the Fayette County Attorney's Office (FCAO) to provide statutorily required services for children in Fayette County for a period of twelve (12) months and to renew automatically at the end of each 12-month period. No budgetary impact. (L1006-25)(Persley/Allen-Bryant)

Attachments: 1006-25 Bluesheet Memo CASA MOU
CASA Family Court & County Attorney MOU

d **1007-25** Authorization to execute an agreement with Bluegrass AgTech Development Corp to provide $250,000 for challenge grants for businesses in Lexington-Fayette County to improve agriculture technology and support related economic development. The agreement is for a period ending December 31, 2026. Funds are budgeted. (L1007-25)(Rogers/Atkins)

Attachments: Blue Sheet Grant Agreement September 2025
2025 LFUCG Grant Agreement SIGNED

e **1010-25** Authorization of a License of Agreement with Lexington Christian Academy for Lexington Parks & Recreation to hold its annual Kiddie Kapers dance program Holiday Show at Lexington Christian Academy in December at a cost of $1,500. Funds are budgeted. (L1010-25) (Conrad/Ford)

Attachments: Kiddie Kapers Lexington Christain Academy Blue Sheet Memo - Signed
Rental agreement
LCA Invoice Mindy Stone 2025

f **1020-25** Authorization to accept additional revenue awarded in the amount of $12,577.96 from the Kentucky Department of Education Division of School and Community Nutrition for Participation in the U.S. Department of Agriculture's (USDA) Child Care Food Program for the provision of breakfast, lunch and supplements at free and reduced rates to infants and toddlers attending the Family Care Center childcare and pre-school program in FY2025. (L1020-25) (Horton-Holt/Allen-Bryant)

Attachments: 25- Bluesheet Memo CACFP #2
BA 13963 CHD_CR_FD_2025
Resolution 442-2024

g **1021-25** Authorization to execute an amendment to the purchase of service agreement (#R-011-2025) with A Caring Place, Inc., to revise the language in the agreement related to audit requirements, and to execute any other necessary amendments related to that agreement. No budgetary impact. (L1021-25) (Stambaugh/Allen-Bryant)

Attachments: 1021-25 Bluesheet Memo - Amendment 1 to R-11-2025 A Caring Place Agree
A Caring Place Hub Study PSA - First Amendment .1 . 4916-7077-6435
Resolution R-011-2025 Contract 002-2025
0005-25 Res #R-11-2025 Bluesheet Memo A Caring Place Agreement

h **1024-25** Authorization to execute the 2026 General Term Orders for the Fayette County Clerk, subject to the limits for each category as specified in the General Term Orders and the requirements established by law. No budgetary impact. (L1024-25)(Hensley)

Attachments: Memo CY26 GTO Fayette County Clerk.pdf
CY26 GTO Fayette County Clerk

i **1025-25** Authorization to execute and submit a grant application to the Kentucky State Police-Vehicle Enforcement Division, to provide any additional information requested in connection with this grant application and, if offered, to accept federal funds in the amount of

$64,864.10 for the continued operation of the Motor Carrier Safety Assistance Program for FY 2025. The acceptance of which obligates the Urban County Government for the expenditure of $3,413.90 in local match. Budget amendment in progress. (L1025-25)(Weathers/Armstrong)

Attachments: 25 - Blue Sheet Memo MCSAP
BA 13967
FMCSA Lexington BASIC25 MOA--updated date and UEI Title
Draft_PON2_520_2600000732_1_PO_CNTRCT_FORM

j **1027-25** Authorization to accept award of federal funds in the amount of $200,000 from the U.S. Department of Justice under the Office of Community Oriented Policing Services (COPS) for the Law Enforcement Mental Health & Wellness Act Grant Program (LEMHWA). Funds are for the two-year period from October 1, 2025 through September 30, 2027. No matching funds are required. (L1027-25)(Weathers/Armstrong)

Attachments: 26 - Blue Sheet Memo- LEMHWA
BA 13968
Pre-Acceptance Award Package_15JCOPS-25-GG-00422-LEMH_192756_A\

k **1028-25** Authorization to accept grant funds in the amount of $33,500 from the Bluegrass Community Foundation to support programming along Town Branch Commons. No matching funds required. Budget amendment in process. (L1028-25)(Conrad/Ford)

Attachments: 26 - Blue Sheet Memo TB Commons Award
BA 13969
BGCF Grant Agreement - TBC Programming

l **1029-25** Authorization to execute Change Order No. 1 (Final) to the agreement with Tribute Contracting & Consultants, LLC (Reso 595-2024) for the Blenheim Way Sewer Replacement project, decreasing the contract price by the sum of $140,380.57 from $999,451.00 to $859,070.43 to delete bid items that were not necessary to complete the project. (L1029-25)(Martin/Albright)

Attachments: 26 - Blue Sheet Memo Blenheim Way Change Order No. 1
Change Order 1-Final-Blenheim
13 Blenheim Trunk Site Map
Resolution 595-2024

m **1031-25** Authorization to approve a FY26 (Class B Infrastructure) Stormwater Quality Projects Incentive Grant for 1000 Delaware, LLC., in the amount of $231,984.38 for a feasibility study that

identified landscape and stormwater BMPs to address water quality issues. Funds are budgeted. (L1031-25)(Martin/Albright)

Attachments: Blue Sheet Memo
FY26 Class BI - 1000 Delaware - Council Map full
FY26 Class BI 1000 Delaware, LLC_GAA and Att. A_Grantee signature

n **1032-25** Authorization to sign a Non-Binding Letter of Intent (LOI) with Social Impact Solar LLC ("SIS"), a Kentucky limited liability company and a platform entity of Edelen Strategic Ventures LLC to begin negotiating the development, construction, and operation of a solar photovoltaic project located on the Haley Pike Landfill. No budgetary impact. (L1032-25)(Dugas/Albright)

Attachments: BlueSheetMemo-LOI
LFUCG_SIS_Haley_Pike_LOI_SIS LLC signed_10-21-2025

o **1035-25** Authorization to approve an agreement with Norfolk Southern Railroad for Preliminary Engineering Services to proceed with the design phase for safety measures at five at-grade railroad crossings in Fayette County. These crossings were previously assessed under the earlier agreement, R-361-2023, with safety recommendations from the diagnostic team. The cost for this phase is not to exceed $30,000. Funds are budgeted. (L1035-25) (Neal/Albright)

Attachments: BS Memo - Quiet Zone - NSR (Phase two).pdf
20250330 DRAFT PE Agreement CX1115112 - Lexington KY.pdf

p **1037-25** Authorization to amend a Federal Equitable Sharing Agreement and Certification with the Department of Justice, The Department of the Treasury. After submission of the original Equitable Sharing Agreement and Certification (Reso 373-2025), the Department of Justice requested the changes to this agreement to reflect changes to the Equitable Sharing Funds spent. No budgetary impact. (L1037-25)(Weathers/Armstrong)

Attachments: Cover Memo - AMENDMENT - Federal Equitable Sharing Agreement and C
AMENDED - Equitable Sharing Agreement and Certification.pdf
Resolution No. 373-2025.pdf

q **1039-25** Authorization to execute a subrecipient agreement, effective through May 31, 2027, with Lexington Habitat for Humanity to pass through $10 million of state funding for the Transformational Housing Affordability Partnership. Funds are budgeted. (L1039-25) (McQuady/Lanter)

Attachments: Blue Sheet Memo Habitat Agreement 10.2025
FINAL MOU signed by Habitat 10.2025
Habitat Subrecipient Budget 10.28.2025

r **1040-25** Authorization to accept a federal award in the amount of $461,997 from the U.S. Department of Health and Human Services under the First Responders - Comprehensive Addiction and Recovery Support Services Act Grant Year 4 Continuation (through September 2026) which will be used to reduce the number of overdose fatalities by facilitating access to naloxone through first responders and members of other key community sectors. Budget amendment in process. No matching funds are required. (L1040-25)(Combs-Marks/Allen-Bryant)

Attachments: 26 - Bluesheet Memo SAMHSA Year 4 Continuation
BA 13978
5H79TI084804-04-NOA

s **1042-25** Authorization to approve a purchase of SCADA Citect/Historian Support through November 30, 2026 for the Division of Water Quality Operations from ATR Automation, a sole source provider, located at Town Branch WWTP, West Hickman WWTP and Pump Stations located throughout the service area in the amount of $61,171.90. Funds are budgeted. (L1042-25)(Martin/Albright)

Attachments: Blue Sheet Memo SCADA
251024 Wonderware and Citect Premium Renewal Quote - Lexington-Fayette
251024 Wonderware and Citect Premium Renewal Quote - Lexington-Fayette
ATR 2025 Sole Source

t **1043-25** Authorization to execute an agreement with the Kentucky Transportation Cabinet to accept approximately 0.217 acres, near the intersection of KY 922 (Oliver Lewis Way) and Manchester Street, identified as state right of way, a subset of Parcel 402. No budgetary impact. (L1043-25)(Albright)

Attachments: MEMO Old Cox St Land Transfer KYTC.pdf
Old Cox Street Application To Purchase with attachments - Parcel 402 (002).p
A Portion of Parcel 402 - legal description.docx

u **1044-25** Authorization to execute an agreement with Kathy H. Witt, Sheriff of Fayette County, for the collection of the Ad Valorem Urban Service District Taxes and Ad Valorem Parks Taxes for the 2025 and 2026 property tax years. The Ad Valorem Urban Service District Taxes will be collected at a cost of one percent (1%) of the amount of these taxes collected for the first year of the agreement

(FY 2026 taxes) and two percent (2%) of the second year of this agreement (FY 2027 taxes). The Ad Valorem Parks Taxes will be collected at a cost of four and one quarter percent (4.25%) of the amount of these taxes collected, with the payments to be treated as a commission and the Urban County Government to receive any related payment from the Commonwealth of KY. Budget Amendment in process to match updated agreement. (L1044-25) (Hensley)

Attachments: Memo Sheriff Ad Valorem 2025 Prop Tax & Parks Tax Coll Agreement.doc
2025 draft agreement final 4904-4570-7379 v.1

v **1045-25** Authorization to modify the Annual MOA between the Kentucky Transportation Cabinet and LFUCG Division of Traffic Engineering by adding up to $60,000 in additional reimbursements for pedestrian crossing equipment and material, bringing the total annual reimbursable amount to $486,000. Budget Amendment to follow. (L1045-25)(Neal/Albright)

Attachments: Bluesheet Memo 1045-25.pdf
SC 605 2500001720 LFUCG - Signal Maintenance.pdf

w **1048-25** Authorization to sign the Volunteer Site Information Sheet with Internal Revenue Service for the provision of Volunteer Income Tax Assistance (VITA). This program provides free tax preparation and filing to low-to-moderate income citizens in Fayette County. LFUCG will provide program space for VITA at the Charles Young Center from January 26 through April 7, 2026. No budgetary impact. (L1048-25)(Allen-Bryant)

Attachments: 1048-25 Bluesheet Memo IRS VITA Tax Program Agreement 2026
F13533 Partner Sponsor Agreement
IRS Form 13715 Site Info Sheet

x **1049-25** Authorization to execute Modification No. 1 to the agreement with the Kentucky Department of Military Affairs, Division of Emergency Management for FY 2023 Emergency Management Performance Grant (Reso 023-2024) extending the period of performance to September 30, 2026. No budgetary impact. (L1049-25) (Larkin/Armstrong)

Attachments: 26 - Bluesheet Memo EMPG Extension
Final SC 095 2400000073 2 PO CNTRCT FORM - Unsigned

y **1050-25** Authorization to execute Amendment No. 1 to the agreement with New Beginnings, Bluegrass, Inc. (Reso 226-2024) related to the Housing Navigation Permanent Supportive Housing Program to

extend the period of performance to April 30, 2026, and to execute any other agreements or amendments with New Beginnings, Bluegrass, Inc. No budgetary impact. (L1050-25)(Reynolds/Lanter)

Attachments: 26 - Bluesheet Memo New Beginnings Extension
First Amendment New Beginnings FY2024 CDBG- FINAL
FY24 CDBG New Beginnings Agreement - Fully Executed

z **1052-25** Authorization to execute the 2026 General Term Orders for the Fayette County Sheriff, establishing the number of deputies allowed and their respective compensations, subject to the limits for each category as specified in the General Term Orders and the requirements established by law. No budgetary impact. (L1052-25) (Hensley)

Attachments: Memo CY26 GTO Sheriff
CY26 General Term order-Sheriff 11.3.25

aa **1053-25** Authorization to approve an FY26 (Class B Infrastructure) Stormwater Quality Projects Incentive Grant for BBPH Properties, LLC., in the amount of $113,800.00 to improve water quality in the uppermost part of the Wolf Run watershed. Funds are budgeted. (L1053-25)(Martin/Albright)

Attachments: BBPH Blue Sheet
FY26 Class A BBPH Properties, LLC - Council Map
FY26 Class BI GAA Attachment A BBPH Properties, LLC Grantee signature
FY26 Class BI Sample GAA ATTACHMENT B FINAL

bb **1054-25** Authorization to approve an FY26 (Class B Infrastructure) Stormwater Quality Projects Incentive Grant for Andover Neighborhood Association Inc., in the amount of $36,900.00 to complete a feasibility study to identify stormwater BMPs to address erosion, restoration, and increase access to natural features. Funds are budgeted. (L1054-25)(Martin/Albright)

Attachments: Andover Blue Sheet
FY26 Class A Andover Neighborhood Association, Inc. - Council Map
FY26 Class BI GAA Attachment A_ANA_Grantee signature

cc **1055-25** Authorization to execute Change Order No. 8 (final) with Marrillia Design and Construction Inc., in the amount of $341,948.32 for The Town Branch Park Access Improvements Project, bringing the total project cost to $5,824,950.32, to make final quantity adjustments and cover several additional work items related to aesthetics, handrail installation, and drainage. Funds are budgeted. (L1055-25)(Burton/Albright)

Attachments: TB Park Access_CO8 Bluesheet Memo.doc.pdf
Town Branch Park Access Improvements - CO 8 Final - partially signed.pdf
Town Branch Park Access Improvements - Project Map.pdf

dd **1056-25** Authorization to execute Change Order No. 5, final, with L-M Asphalt Partners, Ltd. dba ATS Construction for the Clays Mil Road Section 1 project (Reso 679-2019), increasing the contract price by $1,085,012.44, from $12,056,925.97 to $13,141,938.41. To address various site conditions requiring field changes to the project, address delay claims from unforeseen site conditions, and to adjust final quantities in advance of project close-out. Funds are budgeted. (L1056-25)(Burton/Albright)

Attachments: 26 - Bluesheet Memo Clays Mill Rd ATS CO No. 5
Clays Mill Road Section 1 - CO5 partially signed
CMR Project Map

ee **1057-25** Authorization to establish FARO Technologies Inc. as a sole source vendor and to purchase the FARO 3D Crime Scene Scanner, a high-resolution crime scene data collection system and mapping tool for the period from January 1, 2026 through December 31, 2028. The cost is $5,973.73. Funds are budgeted. (L1057-25) (Weathers/Armstrong)

Attachments: Cover Memo - FARO Technologies Inc (2026).pdf
FARO Technologies Inc..pdf
SOLE SOURCE CERTIFICATION - FARO TECHNOLOGIES INC. 2026.pdf

ff **1058-25** Authorization to execute a contract agreement between Rumpke Waste and Recycling and the Lexington-Fayette Urban County Government Division of Parks and Recreation. The term of the agreement is three years and will cost $5,000 for the first fiscal year. Funds are budgeted. (L1058-25) (Conrad/Ford)

Attachments: Blue Sheet Memo Rumpke 2025 - Signed
Raven Run-Rumpke Agreement 110125

gg **1060-25** Authorization to approve a sole source purchase of field service repairs and parts for 3 Huber Technology Fine Screens & 3 Wash Press Units located in the Headworks Building at Town Branch WWTP in the amount of $123,628.57. Funds are budgeted. (L1060-25)(Martin/Albright)

Attachments: Huber Blue Sheet
Huber_New_Sole Source Certification Form 10-1-2023
Huber_Quote C1002028 Lexington, KY

hh **1061-25** Authorization to purchase an outdoor warning siren from Federal Signal, a sole source provider, at a cost of $40,692. Funds are budgeted. (L1061-25)(Larkin/Armstrong)

Attachments: Blue Sheet Memo Fed Signal Siren 10-05-2025
Federal Signal Siren Quote 2026 Budget Capital Project
Federal Signal Sole Source 04-2025
email - Fed Signal Sole Source 2025-2026 FW 0392-25
Kelleys Landing Capital Project ID request

ii **1062-25** Authorization to execute Change Order No.6 with L-M Asphalt Partners, Ltd. DBA ATS Construction for additional work at Cardinal Run Park North. The change order amount is $175,885.00, to bring the new contract total to $7,773,960.94, for material and labor to repair the mainline road to 90% reliability. Funds are budgeted. (L1062-25)(Conrad/Ford)

Attachments: 26 - Blue Sheet Memo Cardinal Run (ATS) change order #6 (004) (002)
10142025 3Asphah Base 7Inch Deep

jj **1065-25** Authorization to execute an agreement with the Lexington-Fayette County Health Department in the amount of $165,000 for the Expanded First Responders and Community Partners Overdose Prevention Project funded under the U.S. Department of Health and Human Services First Responders - Comprehensive Addiction and Recovery Support Service Grant. Budget amendment in process. The Health Department will be responsible for dispensing naloxone. (L1065-25)(Combs Marks/Allen-Bryant)

Attachments: 26 - Bluesheet Memo LFCHD Agreement
(11.10 Revision) MSC FY26 Agreement LFC Health Dept EFCPOPP Year 4 S

kk **1066-25** Authorization to execute an agreement with Morehead State University to offer a 35% tuition waiver for any online course at Morehead State University for all full-time Lexington-Fayette Urban County Government employees for the term of January 1, 2025 to June 30, 2029. There is no charge to LFUCG. (L1066-25) (George/Hamilton)

Attachments: Bluesheet Memo 26-0023
MOU LFUCG 2025-2029

ll **1067-25** Authorization to execute Addendum No.3 to Agreement with the University of Kentucky Research Foundation (Reso 677-2022) in the amount of $99,998.00 for the provision of evaluation services for Year 4 (September 30, 2025 through September 29, 2026) of the First Responders and Community Partners Overdose

Prevention Project funded under the U.S. Department of Health and Human Service First Responders - Comprehensive Addiction and Recovery Support Service Grant (FR-CARA). Cost not to exceed $99,998.00. Budget amendment in process. (L067-25)(Combs Marks/Allen-Bryant)

Attachments: 26 - Bluesheet Memo UKRF Agreement
(LFUCG Law) UKRF Addendum No. 3 Yr 4 Final

mm **1068-25** Authorization for a test licensing agreement with Stanard and Associates, Inc. to administer their Police Officer Selection Test (POST) for police recruit candidates. The cost is not to exceed $5,000. Funds are budgeted. (L1068-25) (George/Hamilton)

Attachments: Bluesheet Memo 26-0026
Agreement_002

nn **1069-25** Authorization to abolish one (1) classified position of Systems Analyst (Grade 523E) and create one (1) classified position of Technical Architect (Grade 528E) in the Division of Computer Services, effective upon passage of Council. This has a 12-month future impact cost of $24,971.26. (L1069-25) (George/Hamilton)

Attachments: Bluesheet Memo 26-0007
From to Template 26-0007
HR Fiscal Impact- 26-0007

oo **1070-25** Authorization to amend the classified civil service authorized strength by creating one (1) Security Officer (Grade 511N) in the Department of Public Safety Services and creating two (2) Recreation Specialist Sr. (Grade 516N) and one (1) Public Service Worker (Grade 508N) in the Division of Aging & Disability Services, all effective retroactive to July 1, 2025, as approved in the FY 2026 Budget. (L1070-25) (George/Hamilton)

Attachments: Bluesheet Memo 26-0001f
From to 26.0001e

pp **1071-25** Authorization to create one (1) classified position of Accountant Sr. (Grade 524E) in the Division of Accounting, effective upon passage of Council. This has a 12-month future impact cost of $100,744.13. (L1071-25) (George/Hamilton)

Attachments: Bluesheet Memo 26-0018
From to Template 26-0018
HR Fiscal Impact- 26-0018

qq **1072-25** Authorization to amend the classified and unclassified civil service

authorized strength by updating job codes from 3-digits to 6-digits and adjusting the job titles and/or pay grades as summarized below, effective at the beginning of the first pay period upon passage of Council. Abolish thirteen (13) positions of Municipal Engineer Sr., Grade 530E; create thirteen (13) positions of Municipal Engineer, Grade 532E; and transfer the incumbents. Abolish three (3) positions of Engineering Section Manager, Grade 530E; create three (3) positions of Engineering Section Manager, Sr., Grade 532E; and transfer the incumbents. Split forty-eight (48) job classifications with five hundred thirty-seven (537) positions into ninety-six (96) job classifications; increase the pay grades for thirty-one (31) job classifications; and transfer the incumbents. This action will have a 12-month impact of $324,385. (L1072-25) (George/Hamilton)

Attachments: Bluesheet Memo 26-0025
From-to 26-0025

rr **1073-25** Authorization to abolish one (1) classified position of Code Enforcement Officer (Grade 517N) and create one (1) classified position of Code Enforcement Officer Sr. (Grade 518N) in the Division of Code Enforcement, effective upon passage of Council. This has a 12-month future impact of $3,367.68. (L1073-25) (George/Hamilton)

Attachments: Bluesheet Memo 26-0024
From to Template 26-0024
HR Fiscal Impact- 26-0024

ss **1076-25** Authorization to approve a Memorandum of Understanding with the Baptist Healthcare System, Inc., dba Baptist Healthcare Lexington to allow the Lexington Police Department access and use of the helipad located at 3000 Baptist Health Boulevard in Lexington, KY for one (1) year, beginning on October 7, 2025. No budgetary impact. (L1076-25)(Weathers/Armstrong)

Attachments: Cover Memo - Memorandum of Understanding – Baptist Healthcare System.
Memorandum of Understanding - Baptist Healthcare System

tt **1082-25** Authorization to execute necessary documents related to constructing and Leasing To Own a new Government Center, a Public-Private Partnership (P3), (awarded pursuant to RFP #51-2024 Government Center Development & Lease Proposal) to be located at 200 West Vine Street and 260 West Vine Street, Suite 400, and authorizing and directing the Mayor or her designee, to execute the following documents, and any additional

necessary documents related to this project, with the Lexington Opportunity Development Fund, Inc. and/or the Lexington Opportunity Fund, LLC, or their affiliate(s): (1) Development Agreement, (2) Real Estate Purchase and Sale Agreement, (3) Ground Lease, and (4) facilities Lease; with an initial payment of $30 million towards the purchase of the properties and the construction of the project, and the term of the facilities lease not to exceed 35 years or an estimated annual payment of $3.5 million per year; authorizing the taking of any additional necessary actions related to this matter; and appropriating funds pursuant to schedule no. 0017; with the final closing and full notice to proceed with the project contingent upon the approval of the Kentucky Local Government Public-Private Partnership Board pursuant to KRS 65.028(12), if applicable. (L1082-25) (Ford)

Attachments: Blue Sheet Memo - New Govt Center - Final
Project Cost Summary - New Govt Center
New Govt Center Presentation 9.16.25

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 1087-25

File ID:	1087-25	**Type:**	Presentation	**Status:**	Agenda Ready
Version:	1	**Contract #:**		**In Control:**	Urban County Council
				File Created:	11/12/2025
File Name:	Public Hearing: Urban Services			**Final Action:**	
Title:	Public Hearing: Urban Services				
Notes:					
Sponsors:				**Enactment Date:**	
Attachments:				**Enactment Number:**	
Deed #:				**Hearing Date:**	
Drafter:				**Effective Date:**	

History of Legislative File

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

Text of Legislative File 1087-25

Title

Public Hearing: Urban Services

Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 1088-25

File ID:	1088-25	**Type:**	Summary	**Status:**	Agenda Ready
Version:	1	**Contract #:**		**In Control:**	Urban County Council
				File Created:	11/12/2025
File Name:	Table of Motions: Council Work Session, October 21, 2025			**Final Action:**	
Title:	Table of Motions: Council Work Session, October 21, 2025				
Notes:					
Sponsors:				**Enactment Date:**	
Attachments:	TOM 102125			**Enactment Number:**	
Deed #:				**Hearing Date:**	
Drafter:				**Effective Date:**	

History of Legislative File

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

Text of Legislative File 1088-25

Title

Table of Motions: Council Work Session, October 21, 2025

URBAN COUNTY COUNCIL
WORK SESSION
TABLE OF MOTIONS
October 21, 2025

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

I. Public Comment – Issues on Agenda

II. Requested Rezonings/Docket Approval

Motion by Sevigny to approve the October 23, 2025 Council Meeting Docket, as amended. Seconded by Higgins-Hord. Motion passed without dissent.

Motion by LeGris to place on the docket for the October 23, 2025 Council Meeting, an ordinance changing the zone from a Medium Density Residential (R-4) zone to a Downtown Frame Business (B-2a) zone, for 2.003 net (2.716 gross) acres, for property located at 251-273 Maxwell St. (odd numbered addresses) and 256-271 Kalmia Ave. (even numbered addresses), with a public hearing on Wednesday, November 19, 5:00 p.m. Seconded by Ellinger. Motion passed 14 – 1 (Beasley, Boone, Brown, Curtis, Ellinger II, Baxter, Hale, LeGris, Lynch, Morton, Reynolds, Sevigny, Sheehan, and Higgins-Hord. No: Wu.)

III. Approval of Summary

Motion by Baxter to approve the October 14, 2025 Table of Motions. Seconded by Sheehan. Motion passed without dissent.

IV. Budget Amendments

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

V. Budget Adjustments – For Information Only

VI. New Business

Motion by Baxter to approve New Business. Seconded by Sheehan. Sheehan recused on item a. Motion passed without dissent.

VII. Communications from the Mayor- Appointments

Motion by Baxter to approve Communications from the Mayor- Appointments. Seconded by Wu. Motion passed without dissent.

VIII. Communications from the Mayor- Donations

IX. Communications from the Mayor- Procurements

Motion by Curtis to approve Communications from the Mayor – Procurements. Seconded by Hale. Motion passed without dissent.

X. Continuing Business/Presentations

Motion by Ellinger II to approve Neighborhood Development Funds. Seconded by Curtis. Motion passed without dissent.

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

Brown, BFED Chair, provided a summary of the September 16, 2025 Budget, Finance, and Economic Development Committee.

Reynolds, SSPS Chair, provided a partial summary of the October 14, 2025 Social Services and Public Safety Committee.

Motion by Reynolds to place on the docket for the October 23, 2025 Council Meeting, an ordinance amending the Code of Ordinances of the Lexington-Fayette Urban County Government, to adopt state law requirements for certification of recovery residences and regulations for the licensing of recovery residence operators, including enforcement regarding same, as presented at the October 14, 2025 SSPS Committee Meeting, and as set forth in the committee packet. Seconded by Morton. Motion passed without dissent.

Motion by Ellinger II to put $475,000 from the FY25 fund balance towards the LexTran microtransit pilot program. Seconded by Reynolds. Postponed until November 20, 2025. Motion to postpone, as amended, passed 14 -1 (Yes: Beasley, Boone, Brown, Curtis, Baxter, Hale, LeGris, Lynch, Morton, Reynolds, Sevigny, Sheehan, Wu, Higgins-Hord. No: Ellinger II).

Motion by Sheehan to postpone the discussion until two presentations are made- one by Ride United and the second as requested by Council Member Lynch, to have a presentation from a city that has provided microtransit and can speak to the pros and cons of the program, as amended. Seconded by Wu. Motion passed 14 -1 (Yes: Beasley, Boone, Brown, Curtis, Baxter, Hale, LeGris, Lynch, Morton, Reynolds, Sevigny, Sheehan, Wu, Higgins-Hord. No: Ellinger II.)

Motion by Brown to amend the previous motion to postpone the discussion until November 20, 2025. Seconded by Morton. Motion passed 14 -1 (Yes: Beasley, Boone, Brown, Curtis, Baxter, Hale, LeGris, Lynch, Morton, Reynolds, Sevigny, Sheehan, Wu, Higgins-Hord. No: Ellinger II.)

XI. Council Reports

XII. Public Comment – Issues Not on Agenda

Motion by Wu to enter closed session pursuant to KRS 61.810(1)(b) (deliberations on the potential acquisition or sale of real property), KRS 61.810(1)(n) (award of a contract), and KRS 61.810(1)(c) (pending litigation). Seconded by Baxter. Motion passed without dissent.

XIII. Adjournment

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 1086-25

File ID:	1086-25	**Type:**	Agenda Item	**Status:**	Agenda Ready
Version:	1	**Contract #:**		**In Control:**	Urban County Council
				File Created:	11/12/2025
File Name:	NDF List 11/18/25			**Final Action:**	

Title: Neighborhood Development Funds, November 18, 2025

Notes:

Sponsors:

Enactment Date:

Attachments: NDF List 11.18.25

Enactment Number:

Deed #:

Hearing Date:

Drafter:

Effective Date:

History of Legislative File

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

Text of Legislative File 1086-25

Title

Neighborhood Development Funds, November 18, 2025

..Summary

Organization:

The Nest - Center for Women, Children, and Families

Jeffrey White

530 N. Limestone St.

Lexington, KY 40508

Purpose:

For utility and transportation financial assistance for parenting and intimate partner violence clients and for their annual Reindeer Express which will be held on December 12, 2025

Amount:

$ 7,000.00

Organization:

Friends of the Parks of Fayette County
Katie Lindeman
3692 Horsemint Trail
Lexington, KY 40509

Purpose:

For the Friends of Jacobson Park for six art prints for the back and side of the bathroom building located at the splash pad at Jacobson Park

Amount:

$ 1,392.00

Organization:

16th District PTA Inc. c/o Britton PTSA
Alena Glass
1126 Russell Cave Rd.
Lexington, KY 40505

Purpose:

For food for attendees for the Title 1 Family night

Amount:

$ 800.00

Neighborhood Development Funds
November 18, 2025
Work Session

Amount	Recipient	Purpose
$ 7,000.00	The Nest - Center for Women, Children, and Families Jeffrey White 530 N. Limestone St. Lexington, KY 40508	For utility and transportation financial assistance for parenting and intimate partner violence clients and for their annual Reindeer Express which will be held on
$ 1,392.00	Friends of the Parks of Fayette County Katie Lindeman 3692 Horsemint Trail Lexington, KY 40509	For the Friends of Jacobson Park for six art prints for the back and side of the bathroom building located at the splash pad at Jacobson Park
$ 800.00	16th District PTA Inc. c/o Britton PTSA Alena Glass 1126 Russell Cave Rd. Lexington, KY 40505	For food for attendees for the Title 1 Family night

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 1085-25

File ID:	1085-25	**Type:**	Agenda Item	**Status:**	Agenda Ready
Version:	1	**Contract #:**		**In Control:**	Urban County Council
				File Created:	11/12/2025
File Name:	Capital List 11/18/25			**Final Action:**	

Title: Council Capital Projects, November 18, 2025

Notes:

Sponsors:

Attachments:

Deed #:

Drafter:

Enactment Date:

Enactment Number:

Hearing Date:

Effective Date:

History of Legislative File

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

Text of Legislative File 1085-25

Title

Council Capital Projects, November 18, 2025

..Summary

Organization:

LFUCG - Traffic Engineering

Jeffrey Neal

1105-121001-0001-71102

Purpose:

For the bike rack pilot program

Amount:

$ 30,000.00

Organization:

LFUCG - Environmental Services

Jennifer Carey
1105-313201-3703-71299

Purpose:
For the replanting, watering, and mulching of the Lansdowne median trees
Amount:
$ 15,000.00

Organization:
LFUCG - Environmental Services
Heather Wilson
1105-313201-3703-71299

Purpose:
To replace the topsoil and dead tree at Fire Station 24 in the 2nd District
Amount:
$ 632.00

Organization:
Garden Meadows Homeowners Association
Laura Newsome
1105-121001-0001-71102

Purpose:
To help complete a major beautification project at a historic family cemetery in the neighborhood, partially covered by a Neighborhood Match Grant
Amount:
$ 1,500.00

Organization:
Voices of Hope
Gary Biggers
1105-121001-0001-71102

Purpose:
For washer and dryer repairs
Amount:
$ 1,381.96

Organization:
The Hope Center
Chris Peck
1105-121001-0001-71102

Purpose:
To restore the Blue Cat Statue facing Versailles Road
Amount:
$ 850.00

Organization:
LFUCG - Traffic Engineering
Roger Mulvaney
1105-303602-3602-91616

Purpose:
For traffic calming in the 12th District
Amount:
$ 9,000.00

Organization:
LFUCG - Parks and Recreation
Monica Conrad
1105-303602-3606-91613

Purpose:
For Kelley's Landing
Amount:
$ 30,000.00

Organization:
LFUCG - Environmental Services
1105-313201-3703-76101
Mandy Higgins

Purpose:

For the purchase of 10 trees to replace trees that have died in the median on Hays Boulevard between Marcus Trail and Old Todds Road

Amount:

$ 2,574.00

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 1089-25

File ID:	1089-25	**Type:**	Summary	**Status:**	Agenda Ready
Version:	1	**Contract #:**		**In Control:**	Urban County Council
				File Created:	11/12/2025
File Name:	Summary: Environmental Quality and Public Works, October 7, 2025			**Final Action:**	
Title:	Summary: Environmental Quality and Public Works, October 7, 2025				
Notes:					
Sponsors:				**Enactment Date:**	
Attachments:	eqpw_summary_2025-10-07			**Enactment Number:**	
Deed #:				**Hearing Date:**	
Drafter:				**Effective Date:**	

History of Legislative File

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

Text of Legislative File 1089-25

Title

Summary: Environmental Quality and Public Works, October 7, 2025

Environmental Quality & Public Works (EQPW) Committee

October 7, 2025

Summary and Motions

Chair Hannah LeGris called the meeting to order at 1:00 p.m. Committee Members James Brown, Tyler Morton, Emma Curtis, Liz Sheehan, Joseph Hale, Amy Beasley, Dave Sevigny, and Hil Boone were present. Committee Member Lisa Higgins-Hord was absent. Council Members Shayla Lynch, Whitney Elliott Baxter, and Jennifer Reynolds were present as non-voting members.

I. APPROVAL OF AUGUST 12, 2025 COMMITTEE SUMMARY

Motion by Sheehan to approve the August 12, 2025 Environmental Quality & Public Works Committee Summary. Seconded by Curtis. Motion passed unanimously.

II. LIVE GREEN LEXINGTON UPDATE

Angela Poe, Public Information and Engagement Program Manager, provided an update, starting with an overview of the Public Information and Engagement (PIE) section. The purpose of PIE is to inform the public about the services offered by Environmental Quality & Public Works and encourage community-friendly behaviors. The marketing team handles traditional mass marketing (press releases and paid ads), social media, mailings, website maintenance, and outreach design. Marketing is never the only outreach method; it supports the efforts of community and educational teams. She explained that marketing efforts are coordinated with other outreach activities to create a consistent flow of information. She concluded with an update on composting, which has been in operation for four years. When asked about centralized marketing for the entire city, Poe said various PIO staff members collaborate. **No action was taken on this item.**

III. COORDINATION OF ONGOING MAINTENANCE FOR PROJECTS

Brandi Peacher, Complete Streets Coordinator, discussed the roadway design and delivery process, emphasizing the importance of improving integration with operations and maintenance. Lexington's roadway projects follow a standard design and delivery process; however, Operations & Maintenance (O&M) is not always prioritized during project planning and execution, which risks compromising our ability to sustain the project's lifecycle. The aim is to incorporate O&M considerations earlier in the project process to enhance its longevity. When O&M is integrated early, we can develop longer-lasting assets, reduce life-cycle costs, clarify cross-departmental responsibilities, improve budgeting for future O&M needs, and build public trust through transparency and well-maintained results. She outlined the typical process and the divisions involved in designing and implementing a project.

Nancy Albright, Commissioner of Environmental Quality & Public Works, reviewed the case studies, highlighting lessons learned from the lack of coordination. She mentioned the public right-of-way asset guide to help inform designers on how to transition into the maintenance phase and who is responsible for maintaining what across the city. When asked how to proceed with formalizing action items, Albright said they have set the stage and will now move forward to implement a policy or guide. Speaking about the responsibility for trails, Peacher said that trails are becoming more popular, and the system is growing and changing, so they continue to review what a trail program entails, as one division is not fully committed from start to finish. **No action was taken on this item.**

IV. ANNUAL SNOW AND ICE CONTROL PLAN

Rob Allen, the Director of Streets and Roads, explained that the goal for the 2025-26 winter season is to complete roadway snow plan routes within 48 hours and sidewalk snow plan routes within 96 hours. He reviewed the snow season expense comparison from 2021 to 2026. Routes are ranked from one (primary arteries) to four (local roads). Service levels are ranked from 1 (1 to 4 inches of accumulation) to 3 (8 inches or more). Changes for this year include adding three tanker trucks to the fleet for brine and additives, which will enable pre-treatment when possible. A custom blender and truck fill were added at the West Hickman brine station. Three additional contractor trucks were added, raising the total to eight, to support neighborhood routes and fill vacancies. A landscape contractor was also added to provide service levels two and three, utilizing up to eight trucks as needed. More roads were added to address gaps and growth. Fayette County Public Schools (FCPS) is expected to provide data for current bus routes. The Division of Environmental Services primarily handles snow removal from sidewalks. Snow accumulation is expected to reach one inch before removal begins on sidewalks, with clearing starting after the snowfall stops. He reviewed the finalization schedule for the plan and stated that the final plan will be published on the city's website at the end of the month.

When asked how communication with FCPS works if their system doesn't connect with ours, Allen explained that they are working to integrate their GIS system, and the data received from them is helpful. When asked about the ranks and where freezing rain and ice fall, Allen clarified that addressing freezing rain or ice is difficult. The plan is to use a blender to improve beet brine treatment and help prevent freezing. Regarding steps to expand bus routes, Allen noted that schools close for various reasons, not solely because roads aren't being plowed. They cannot treat every road, but there is a plan in place to utilize resources efficiently. During significant snowstorms, many areas become inaccessible, creating safety concerns. They prioritize treating main roads before secondary roads. **No action was taken on this item.**

V. ITEMS REFERRED TO COMMITTEE

No action was taken on this item.

The meeting adjourned at 2:58 p.m.

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 1090-25

File ID:	1090-25	**Type:**	Presentation	**Status:**	Agenda Ready
Version:	1	**Contract #:**		**In Control:**	Urban County Council
				File Created:	11/12/2025
File Name:	Presentation: SPOKE Award			**Final Action:**	
Title:	Presentation: SPOKE Award				
Notes:					
Sponsors:				**Enactment Date:**	
Attachments:				**Enactment Number:**	
Deed #:				**Hearing Date:**	
Drafter:				**Effective Date:**	

History of Legislative File

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

Text of Legislative File 1090-25

Title

Presentation: SPOKE Award

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0927-23

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

Title:

Notes:

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

History of Legislative File

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

Text of Legislative File 0927-23

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0987-25

File ID:	0987-25	**Type:**	Agenda Item	**Status:**	Agenda Ready
Version:	1	**Contract #:**		**In Control:**	Computer Services
				File Created:	10/09/2025
File Name:	CSC RiskMaster Extension			**Final Action:**	

Title: Authorization to execute the necessary documents to extend current software licensing agreement for an additional three-year term ending September 30, 2028 with Computer Sciences Corporation for RiskMaster Accelerator AWS SaaS Access Management agreement Work Order No 8 (Reso #494-2019), and any related future documents, including annual renewals for successive 12-month periods, necessary for the operation, support, or maintenance of the same, subject to the appropriation of sufficient funds. At a cost not to exceed $60,039.30. Funds are budgeted. (L0987-25)(Stewart/Rodgers)

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	Bluesheet Memo_CSC RiskMaster - 10 08 2025, Am No. 2_RISKMASTER Accelerator AWS SaaS Access Agreement_Term Extension_Revision.10.6.2025	**Enactment Number:**	
Deed #:		**Hearing Date:**	
Drafter:	Camille Brann	**Effective Date:**	

History of Legislative File

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

Text of Legislative File 0987-25

Title

Authorization to execute the necessary documents to extend current software licensing agreement for an additional three-year term ending September 30, 2028 with Computer Sciences Corporation for RiskMaster Accelerator AWS SaaS Access Management agreement Work Order No 8 (Reso #494-2019), and any related future documents, including annual renewals for successive 12-month periods, necessary for the operation, support, or maintenance of the same, subject to the appropriation of sufficient funds. At a cost not to exceed $60,039.30. Funds are budgeted. (L0987-25)(Stewart/Rodgers)

Summary

Authorization to execute the necessary documents to extend current software licensing agreement for an additional three-year term ending September 30, 2028 with Computer Sciences Corporation for RiskMaster Accelerator AWS SaaS Access Management agreement Work Order No 8 (Reso #494-2019), and any related future documents, including annual renewals for successive 12-month periods, necessary for the operation, support, or maintenance of the same, subject to the appropriation of sufficient funds. At a cost not to exceed $60,039.30. Funds are budgeted. (L0987-25)(Stewart/Rodgers)

Budgetary Implications [select]: Yes

Advance Document Review:

Law: { Select **Yes**/No, Completed by [David Barbarie, Oct 7, 2025]}

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

Fully Budgeted [select]: Yes

Account Number: 1101-202505-0001-71307 (85%) $51,033.41
1115-202505-0001-71307 (7%) $4,202.75
4002-202505-0001-71307 (5%) $3,001.97
4051-202505-0001-71307 (3%) $1,801.18

This Fiscal Year Impact: $60,039.30

Annual Impact: Increases capped at 4% annually

Project:

Activity:

Budget Reference:

Current Balance: 1101-202505-0001-71307 =
1115-202505-0001-71307 =
4002-202505-0001-71307 =
4051-202505-0001-71307 = $3,567.84

MAYOR LINDA GORTON

LEXINGTON

LIZ RODGERS
CHIEF INFORMATION OFFICER

TO: Linda Gorton, Mayor

Honorable Members, Urban County Council

FROM: Liz Rodgers, Chief Information Officer

DATE: October 8, 2025

SUBJECT: Amendment CSC RiskMaster Accelerator AWS SaaS Access Agreement

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Request:

Authorize the Mayor, on behalf of the Lexington-Fayette Urban County Government, to execute the necessary documents to extend current software licensing agreement for an additional three-year term ending September 30, 2028 with Computer Sciences Corporation for Risk Master Accelerator AWS SaaS Access Management agreement Work Order No 8 dated September 01, 2018, and further authorize the Mayor or the Chief Information Officer as her designee to execute any future documents, including annual renewals for successive 12-month periods, necessary for the operation, support, or maintenance of the same, subject to the appropriation of sufficient funds.

Purpose:

RiskMaster and its supported business intelligence / reporting solution SiSense provides support for Risk Management and Accounting in managing, tracking and reporting claims and related payments in a consolidated software and reporting tool offering.

Term and Termination:

Renewal of an existing long-term agreement for additional three-year term, ending September 30,2028.

Budgetary Implication:

Cost for FY26 not to exceed $60,039.30 Renewal increases capped at 4% annually.

Are the funds budgeted? Yes

Account String:

1101-202505-0001-71307 (85%) $51,033.41

1115-202505-0001-71307 (7%) $4,202.75

4002-202505-0001-71307 (5%) $3,001.97

4051-202505-0001-71307 (3%) $1,801.18

File Number: 0987-25

Director/Commissioner: Stewart/Rodgers

This amendment ("Amendment") is deemed effective October 1, 2025 (the "Amendment Effective Date") and is hereby made a part of and incorporated into Work Order No. 8 for RISKMASTER Accelerator AWS SaaS Access Agreement (the "Access Agreement") dated effective September 1, 2018, by and between **Computer Sciences Corporation,** a wholly owned subsidiary of DXC Technology Company **("CSC" or "DXC")** and **Lexington-Fayette Urban County Government ("Customer")**. In the event that any provision of this Amendment and any provision of the Access Agreement are inconsistent or conflicting, the inconsistent or conflicting provision of this Amendment shall be and shall constitute an amendment of the Access Agreement and shall control, but only to the extent that such provision is inconsistent or conflicting with the Access Agreement. Capitalized terms not defined herein shall have the meaning ascribed to them in the Access Agreement.

WHEREAS, CSC and Customer entered into the Access Agreement dated September 1, 2018.

WHEREAS, CSC and Customer desire to extend the term of the Access Agreement for additional three (3) year period in accordance with this Amendment;

NOW THEREFORE, CSC and Customer agree to amend the Access Agreement as follows:

1. Section 7(a) - Fees is modified to add the below period as follows:

- October 1, 2025 to September 30, 2028 - $60,039.30 USD per year.

2. Delete and replace Section 8 – CPI index annual increase and replace it with the following:

The annual fee for the first year of the Extended Term is $60,039.30 USD with a not to exceed 4% annual increase for the second and third year.

3. Except as modified herein, all other terms and conditions of the Access Agreement shall remain in full force and effect.

The parties certify by their undersigned authorized agents that they have read this Amendment and the Access Agreement and agree to be bound by their terms and conditions.

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CSC	**CUSTOMER**
Computer Sciences Corporation	**Lexington-Fayette Urban County Government**
By: _____	**By:** _____
(Authorized Signature) (in non-black ink, please)	(Authorized Signature) (in non-black ink, please)
_____	_____
(Name)	(Name)
_____	_____
(Title)	(Title)
_____	_____
(Execution Date)	(Execution Date)

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Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0998-25

File ID:	0998-25	**Type:**	Agenda Item	**Status:**	Agenda Ready
Version:	1	**Contract #:**		**In Control:**	Fire and Emergency Services
				File Created:	10/14/2025
File Name:	Atlantic Emergency Solutions Purchase Agreement			**Final Action:**	

Title: Authorization to enter into a purchase agreement with Atlantic Emergency Solutions (Sourcewell Contract #113021) for (1) Custom Pierce Enforcer Custom Pumper at a cost not to exceed $1,150,000.00. Funds are budgeted. (L0998-25)(Wells/Armstrong)

Notes:

Sponsors:

Enactment Date:

Attachments: Blue Sheet Memo Purchase Agreement with Atlantic Emergency Solutions_102025, Atlantic Emergency Solutions Contract for Pierce engine_102025, Pierce Lexington Proposal Document - 092925, AES Contract pricing Worksheet_102025

Enactment Number:

Deed #:

Hearing Date:

Drafter: Tammy James

Effective Date:

History of Legislative File

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

Text of Legislative File 0998-25

Title

Authorization to enter into a purchase agreement with Atlantic Emergency Solutions (Sourcewell Contract #113021) for (1) Custom Pierce Enforcer Custom Pumper at a cost not to exceed $1,150,000.00. Funds are budgeted. (L0998-25)(Wells/Armstrong)

Summary

Authorization to enter into a purchase agreement with Atlantic Emergency Solutions (Sourcewell Contract #113021) for (1) Custom Pierce Enforcer Custom Pumper at a cost not to exceed $1,150,000.00. Funds are budgeted. (L0998-25)(Wells/Armstrong)

Budgetary Implications: Yes

Advance Document Review:

Law: Yes, Michael Sanner

Risk Management: No

Fully Budgeted: Yes

Account Number: 1105 505707 5713 96957

This Fiscal Year Impact: $1,150,000.00

Annual Impact: $

Project: PSFI_HEAVYTRUCK

Activity: VEHICLE

Budget Reference: 2026

Current Balance: $4,800,000.00

MAYOR LINDA GORTON

LEXINGTON

Jason G. Wells
Fire Chief

TO: Mayor Linda Gorton

FROM: Jason G. Wells, Fire Chief

DATE: October 13, 2025

SUBJECT: Purchase agreement with Atlantic Emergency Solutions

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The Division of Fire and Emergency Services request authorization to enter into a purchase agreement with Atlantic Emergency Solutions (Sourcewell Contract #113021) for (1) Custom Pierce Enforcer Custom Pumper at a cost not to exceed $1,150,000.00.

Why are you requesting? The unit being replaced meets the criteria of the division's nationally utilized heavy fleet replacement plan.

Department needs this action completed because: The cost of maintenance and out-of-service time of continual frontline usage exceeds a reasonable investment.

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

The cost for this FY is: $1,150,000.00

The cost for future FY is: N/A

Are the funds budgeted? Yes

File Number: 0998-25

If there is a contract, please indicate the cancelation clause: In the event that Customer cancels its order or otherwise breaches this Agreement by reason of non-payment or otherwise prior to delivery, Atlantic shall be permitted to retain possession and ownership of the Apparatus and shall not be obligated to deliver same to Customer.

Director/Commissioner: Wells/Armstrong

This purchase agreement (together with all attachments referenced herein, collectively, the "Agreement"), made and entered into by and between Atlantic Emergency Solutions, Inc., a Virginia corporation ("Atlantic"), and **Lexington-Fayette Urban County Government,** ("Customer") is effective on the last signature date set forth on the signature lines below (the "Effective Date").

1. Purchase and Payment. Customer agrees to purchase and Atlantic agrees to sell to Customer the fire apparatus (and any associated equipment) furnished by Atlantic to Customer (hereinafter referred to, collectively, as the "Apparatus") as more fully described in the specifications attached hereto as **Exhibit A** (the "Specifications") and incorporated herein for the total purchase price not to exceed **$1,150,000.00** USD (the "Purchase Price"). Payment shall be made as set forth on Exhibit A. In the event of a conflict between the Specifications and any request for proposal, request for bid, or other Customer provided or drafted documents, the Specifications shall control. The Purchase Price does not include any applicable state, local, and/or transit rates of sales and use tax. Any discount(s), whether implied or explicit, will be applied upon delivery, acceptance, and final invoicing of Apparatus.

2. Changes to Specifications. If, subsequent to the Effective Date of this Agreement: 1) the manufacturer of the Apparatus (or a manufacturer of a component therein) makes design and/or production changes, including, but not limited to future drivetrain upgrades (such as engine, transmission or axle upgrades) ("Manufacturer Modifications"); or 2) design or production changes are made to the Apparatus to comply with any applicable government regulation (such as the Federal Motor Vehicle Safety Standards or the Environmental Protection Agency Emissions Standards) or industry standards (such as those adopted by the National Fire Protection Association) (cumulatively referred to hereinafter as "Compliance Modifications"), and if there is an increase in costs to Atlantic as a result of Manufacturer Modifications or Compliance Modifications, the Purchase Price shall be automatically adjusted to reimburse Atlantic for said costs. Atlantic shall make reasonable efforts to advise the Customer of such changes within a reasonable time and provide documentation to support any changes in price to Customer upon request. In addition, Customer and Atlantic may agree to make changes to the Specifications, but any such changes must be by written change order signed by Customer and Atlantic ("Change Order"). However, in the case of Manufacturer Modifications or Compliance Modifications resulting in additional costs to Atlantic, Atlantic may execute Changes Orders without joinder of Customer, and any such Change Orders shall be binding on Customer. Atlantic shall not be liable to Customer for any delay in performance or delivery arising from any Change Order.

3. Persistent Inflationary Environment. If the Producer Price Index of Components for Manufacturing [www.bls.gov Series ID: WPUID6112] ("PPI") has increased at a compounded annual growth rate of 5.0% or more between the month Pierce accepts our order ("Order Month") and a month 14 months prior to the then predicted Ready For Pickup date ("Evaluation Month"), then pricing may be updated in an amount equal to the increase in PPI over 5.0% for each year or fractional year between the Order Month and the Evaluation Month. Atlantic will document any such updated price for the Customer's approval before proceeding and provide an option to cancel the order.

4. Cancellation or Default by Customer. In the event that Customer cancels its order or otherwise breaches this Agreement by reason of non-payment or otherwise prior to delivery, Atlantic shall be permitted to retain possession and ownership of the Apparatus and shall not be obligated to deliver same to Customer. In addition, Atlantic and Customer agree that if such Customer breach were to occur, it would be difficult to determine actual damages to Atlantic. Customer acknowledges and agrees that: 1) the Apparatus is a unique and highly customized vehicle, made specifically for Customer; 2) Atlantic has invested a significant effort and incurred significant expense in the design and engineering of the Apparatus for Customer; and 3) due to its unique and customized nature, resale of the Apparatus will be difficult to a third-party without a significant loss to Atlantic. As a result, Atlantic and Customer agree that an amount equal to Thirty Percent (30%) of the Purchase Price ("Liquidated Damages") is a reasonable estimate of the damages that would be incurred by Atlantic if a breach occurred in the future and shall be due and payable to Atlantic by Customer in the case of such a breach. Customer and Atlantic agree that this amount of Liquidated Damages is fair and reasonable and would not constitute a penalty to Customer. In the event of non-payment by Customer subsequent to delivery, Atlantic may recover full possession of the Apparatus by any lawful means, and shall be entitled to any additional damages sustained by Atlantic as a result of any diminution of value of the Apparatus resulting from use or damage thereto to the extent that such damages exceed the Liquidated Damages amount set forth above. Atlantic shall have and retain a purchase money security interest in the Apparatus to secure payment of the Purchase Price and all other sums owed by Customer to Atlantic. In the event of nonpayment by Customer of any debt, obligation or liability now or hereafter incurred or owing by Customer to Atlantic, Atlantic shall have and may exercise all rights and remedies of a secured party under the Uniform Commercial Code (UCC) Secured Transactions provisions as adopted by the Commonwealth of Kentucky. In addition, Atlantic

shall be entitled to recovery from Customer an amount equal to all of Atlantic's reasonable attorneys' fees and all costs of collection resulting from non-payment, breach or other non-performance hereunder by Customer.

5. Delivery, Inspection and Acceptance. (a) Delivery. It is estimated that the Apparatus shall be ready for delivery F.O.B. (AES's location of sale) within 12-13 months from the Effective Date of this Agreement, subject to delays caused by the Customer, delays caused by Change Order(s) or delays provided for in Paragraph ten (10) below. Due to global supply chain constraints, any delivery date contained herein is a good faith estimate as of the date of this order/contract, and merely an approximation based on current information. Delivery updates will be made available, and a final firm delivery date will be provided as soon as possible. Atlantic shall advise Customer when the Apparatus is ready for delivery to (or pick-up by) Customer. (b) Inspection and Acceptance. Upon delivery of possession of the Apparatus of Customer, Customer shall have fifteen (15) days within which to inspect the Apparatus for substantial conformance to the Specifications. In the event of substantial and material non-conformance to the Specifications, Customer shall furnish Atlantic with written notice sufficient to permit Atlantic to evaluate such non-conformance ("Notice of Defect") within said fifteen (15) day period. If the Apparatus is not in substantial and material conformance with the Specifications, any material and substantial defects shall be remedied by Atlantic within thirty (30) days from the Notice of Defect. In the event Atlantic does not receive a Notice of Defect within said fifteen (15) day period, the Apparatus shall be deemed to be in conformance with the Specifications and fully accepted by Customer.

6. Notice. Any required or permitted notices hereunder must be given in writing at the address of each party set forth below, or to such other address as either party may substitute by written notice to the other in the manner contemplated herein, by one of the following methods: 1) hand delivery; 2) registered, express, or certified mail, postage prepaid, return receipt requested; or 3) nationally-recognized commercial overnight courier.

Atlantic Emergency Solutions, Inc.
Director of Order Management
12351 Randolph Ridge Lane
Manassas, Virginia 20109

Customer
Lexington-Fayette Urban County Government
Lexington Fire Department
219 East Third Street
Lexington, Kentucky 40508

7. Warranty. Any applicable warranty or warranties are attached hereto as **Exhibit B** (collectively, the "Warranty") and made a part hereof. Any additional warranties must be expressly approved in writing by Atlantic.

8. Disclaimer of Additional Warranties. OTHER THAN AS EXPRESSLY SET FORTH IN PARAGRAPH SEVEN (7) ABOVE AND EXHIBIT B TO THIS AGREEMENT, ATLANTIC (AS WELL AS ITS SUPPLIERS), THEIR PARENT COMPANIES, AFFILIATES, SUBSIDIARIES, LICENSORS OR SUPPLIERS, THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS AND REPRESENTATIVES MAKE NO WARRANTIES, WRITTEN OR ORAL, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, BY STATUTE OR OTHERWISE. FURTHERMORE, ANY OTHER WARRANTIES, WHETHER WRITTEN OR ORAL, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF QUALITY, IMPLIED WARRANTY OF MERCHANTABILITY, IMPLIED WARRANTY AGAINST INFRINGEMENT, AND IMPLIED WARRANTY OF FITNESS FOR ANY PARTICULAR PURPOSE, ARE EXPRESSLY EXCLUDED AND DISCLAIMED. CUSTOMER FURTHER ACKNOWLEDGES THAT STATEMENTS MADE BY SALES REPRESENTATIVES OR IN PROMOTIONAL MATERIALS DO NOT CONSTITUTE WARRANTIES.

9. Exclusions of Incidental and Consequential Damages. IN NO EVENT SHALL ATLANTIC (OR ITS SUPPLIERS) BE LIABLE TO CUSTOMER FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES INCURRED BY CUSTOMER (INCLUDING, BUT NOT LIMITED TO LOSS OF USE AND/OR LOST PROFITS) AS A RESULT OF ANY BREACH OF THIS AGREEMENT, WHETHER ARISING UNDER THEORIES OF BREACH OF CONTRACT, STRICT LIABILITY, STATUTORY LIABILITY, BREACH OF EXPRESS OR IMPLIED WARRANTY, NEGLIGENCE, OR OTHERWISE.

10. Force Majeure. Atlantic shall not be responsible nor deemed to be in default on account of delays in performance due to causes which are beyond Atlantic's control which make Atlantic's performance impracticable, including but not limited to, wars (declared or not), terrorism, insurrections, strikes, riots, fires, hurricanes, storms, floods, earthquakes, other acts of nature, acts of God, explosions, accidents or mechanical breakdown, acts of sabotage or vandalism, any acts of government authority, delays or failures in transportation, inability to obtain necessary labor supplies, inability to utilize manufacturing facilities, regulations or orders affecting materials, equipment, facilities or completed products, failure to obtain any required license or certificates,

epidemics, quarantine restrictions, failure of vendors to perform their contracts or labor troubles causing cessation, slowdown, or interruption of work.

11. Manufacturer's Statement of Origin. It is agreed that the manufacturer's statement of origin ("MSO") for the Apparatus covered by this Agreement shall remain in the possession of Atlantic until the entire Purchase Price has been paid. If more than one Apparatus is covered by this Agreement, then the MSO for each individual Apparatus shall remain in the possession of Atlantic until the Purchase Price for that Apparatus has been paid in full.

12. Assignment. Neither party may assign its rights and obligations under this Agreement unless it has obtained the prior written approval of the other party.

13. Severability. If any provision, or part hereof, of this Agreement shall be declared invalid by judicial determination or legislative action, only such provision, or part thereof, so declared invalid shall be affected, and all other provisions not consistent therewith or directly dependent thereon shall remain in force and effect.

14. Governing Law; Waiver of Jury Trial; Jurisdiction. The law of the Commonwealth of Kentucky shall govern: (a) all claims or matters related to or arising from this Agreement; and (b) any questions concerning the construction, interpretation, validity and enforceability of this Agreement, and the performance of the obligations imposed by this Agreement, in each case without giving effect to any choice-of-law or conflict-of-law rules or provisions (whether of the Commonwealth of Kentucky or any other jurisdiction) that would cause the application of the law of any jurisdiction other than the Commonwealth of Kentucky. EACH PARTY TO THIS AGGREEMENT HEREBY WAIVES ALL RIGHTS TO TRAIL BY JURY IN ANY PROCEEDING BROUGHT TO RESOLVE ANY DISPUTE BETWEEN THE PARTIES (WHETHER ARISING IN CONTRACT, TORT OR OTHERWISE) ARISING OUT OF, CONNECTED WITH, OR RELATED OR INCIDENTAL TO THE AGREEMENT. Each of the parties submits to the exclusive jurisdiction of a court of competent jurisdiction in Fayette County, Kentucky, with respect to any litigation arising out of or relating to this Agreement and agrees that all claims in respect of any such litigation shall be heard and determined exclusively in such courts. Each party also agrees not to bring any litigation arising out of or relating to this Agreement in any other court.

15. Entire Agreement and Amendments. This Agreement constitutes the sole and only agreement between Atlantic and Customer relating to the Apparatus, and supersedes any prior understanding or written or oral agreements between the parties relating to the Apparatus. No amendment, modification or alteration of the terms hereof shall be binding unless the same is executed in writing, dated subsequent to the date hereof and duly executed by Atlantic and Customer.

16. Waiver. The waiver of any breach of any term or provision hereof by either party hereto shall not be considered a waiver of any other term or provision or of any other or later breach of this Agreement, regardless of the nature of such subsequent event or breach, unless such waiver is expressly stated in writing by an authorized representative of the waiving party.

17. Captions; Counterparts. The captions and paragraph numbers appearing herein are inserted only as a matter of convenience and are not intended to define, limit, construe or describe the scope or intent of any paragraph, nor to in any way affect this Agreement or the interpretation or application thereof. This Agreement may be executed in duplicate counterparts which, when taken together, shall constitute one and the same Agreement.

Accepted and agreed to by:

ATLANTIC EMERGENCY SOLUTIONS, INC.	**CUSTOMER**:_____
Name:_____	Name:_____
Signature:_____	Signature:_____
Title: _____	Title: _____
Date: _____	Date: _____

EXHIBIT A

SPECIFICATIONS AND
PURCHASE DETAIL FORM

Atlantic Emergency Solutions, Inc.
Director of Order Management
12351 Randolph Ridge Lane
Manassas, Virginia 20109

Date: September 29, 2025

Customer Name: Lexington-Fayette Urban County Government – Lexington Fire Department

Quantity	Chassis Type	Body Type	Price per Unit
1	Enforcer	Pumper	$1,150,000.00
			$
			$
			$
			$

Payment Terms: If not sooner paid, the Purchase Price, plus Change Order(s) shall be due and payable in full upon delivery of notice to Customer that the Apparatus is available for delivery to (or pickup by) Customer. Except as specifically set forth in the attached Agreement or otherwise agreed to by Atlantic in writing, Atlantic shall not be obligated to release or deliver possession of the Apparatus to Customer until Atlantic has received payment in full of the Purchase Price plus any Change Order(s).

Prepay Discount: Prepay Discount is available if customer pays in full or for a portion of the apparatus. A discount quote can be provided based on payment amount and estimated time of payment and delivery.

Other Terms: If desired or required a performance bond can be provided. If prepayment is made a performance bond will be issued.

Specifications: A complete copy of the applicable Specifications is attached hereto and incorporated herein by this reference.

Training Requirements: Safety and Orientation Training will be provided on three consecutive days for members of the department.

If any portion of the Purchase Price is to be made subsequent to delivery of the Apparatus to Customer and it is necessary for Customer to obtain third-party financing for said payment, Customer shall provide Atlantic proof of the availability of financing at the time of the execution of this Agreement. All taxes, excises and levies that Atlantic may be required to pay or collect by reason of any present or future law or by any governmental authority based upon the sale, purchase, delivery, storage, processing, use, consumption, or transportation of the Apparatus sold by Atlantic to Customer shall be added to the Purchase Price and paid by Customer. All delivery prices or prices with freight allowance are based upon prevailing freight rates and, in the event of any increase or decrease in such rates, the Purchase Price will be increased or decreased accordingly. Delinquent payments shall be subject to a carrying charge equal to one and one-half percent (1.5%) per month or, if such amount exceeds that permitted under the law, then the maximum lesser percentage amount which is permitted by law.

EXHIBIT B

WARRANTY

(A complete copy of any and all applicable warranties is attached hereto and incorporated herein by this reference.)

Proposal for Furnishing Apparatus

Sep 29, 2025

Department: Lexington Fayette Urban County Government - Lexington Fire Department

Attn: Chief Jason Wells

129 East Third Street, Lexington, Kentucky 40508

Upon an order being placed by you, and final acceptance by _____Pierce_____ the apparatus and equipment herein named will be manufactured for the following prices:

Bid # 1355	Price
Pierce Enforcer Custom Pumper	$1,131,000.00
Prepay Discount Estimated	($32,000.00)

Total : **$1,099,000.00**

Any discount(s),whether implied or explicit, will be applied upon delivery, acceptance, and final invoicing of Apparatus.Said apparatus and equipment are to be built and shipped in accordance with the specifications hereto attached, delays due to strikes, war, or intentional conflict, failures to obtain chassis, materials, or other causes beyond our control notpreventing, within about 12-13 months after receipt of this order and the acceptance thereof by_____Pierce_____. Due to global supply chain constraints, any delivery date contained herein is a good faith estimate as of the date of this order/contract, and merely an approximation based on current information. Delivery updates will be made available, and a final firm delivery date will be provided as soon as possible.

Persistent Inflationary Environment: If the Producer Price Index of Components for Manufacturing [www.bls.gov Series ID: WPUID6112] ("PPI") has increased at a compounded annual growth rate of 5.0% or more between the month Pierce accepts our order ("Order Month") and a month 14 months prior to the then predicted Ready For Pickup date ("Evaluation Month"), then pricing may be updated in an amount equal to the increase in PPI over 5.0% for each year or fractional year between the Order Month and the Evaluation Month. Atlantic will document any such updated price for the customer's approval before proceeding and provide an option to cancel the order.

Taxes: Tax is not included in this proposal. In the event that the purchasing organization is not exempt from sales tax or any other applicable taxes and/or the proposed apparatus does not qualify for exempt status, it is the duty of the purchasing organization to pay any and all taxes due.

Cancellation: In the event this proposal is accepted, and a purchase order is issued then cancelled or terminated by Customer before completion, Atlantic Emergency Solutions may charge a cancellation fee of 30% of the purchase price.

Terms: The terms of this proposal will be governed by the laws of the Commonwealth of Virginia. Atlantic Emergency Solutions requires an authorized individual from the above stated Customer sign and date this proposal and have it referenced on any purchase order. Upon signing of this proposal, the terms and conditions stated herein will be considered binding and accepted by Customer. No additional terms or conditions will be binding upon Atlantic Emergency Solutions unless agreed to in writing and executed by a duly authorized officer of Atlantic Emergency Solutions.

This proposal is valid for 30 days.

Sincerely,

Eric Colson, Regional Sales Manager

320 Corporate Court
Shelbyville, Kentukcy
ecolson@atlanticemergency.com
502-370-7954

Atlantic Emergency Solutions:

X_____

Name:_____

Title:_____

Date:_____

Customer:

X_____

Name:_____

Title:_____

Date:_____

Sourcewell Awarded Contract

CONTRACT PRICING WORKSHEET

Contract No.	Date Prepared
#113021	12/12/2023

Buying Agency:	Lexington Fayette UCG	Dealer:	Atlantic Emergency Solutions
Contact Person:	Jason Wells	Sales Rep:	Eric Colson
Member Number:	45743	Phone:	502-370-7954
Phone:	859-231-5660	Email:	ecolson@atlanticemergency.com
Email:	WELLSJG@lexingtonky.gov	Pierce Bid #:	232

Base Spec.

Sourcewell ID #	Description:	Published Contract Price
259	Pumper - 1250GPM - 152 2nd Gen	$ 797,167.18

Removed Options from Base Spec.

Notes: (do not list options removed)	Before Discount Price
If audited by Sourcewell be prepared to show detail.	$ 84,899.63
With Pierce Discount (5.5%)	$ 80,230.15

Added Options to Base Spec.

Notes: (do not list options added)	Before Discount Price
If audited by Sourcewell be prepared to show detail.	$ 395,780.92
With Pierce Discount (5.5%)	$ 374,012.9694

Qty	*1*	***Subtotal (Base Spec+Added/Removed Options)***	$ 1,090,950.00

Other Expenses

Description	Price
Customer Allowance	$ 19,000.00
Dealer to Furnish - Delivery, Training, Travel, Reports	$ 36,800.00
Performance Bond	$ 3,250.00
	$ -
Total Other Expenses	$ 59,050.00

Discounts

Description	*Price*
100% Pre-Payment Discount	$ -
Chassis Pre-Payment Discount	$ -
Aerial Pre-Payment Discount	
Trade-In Value / Other Customer Adjustments	$ -
Total Discount	$ -

Total Purchase Price (matches customer PO)	**$ 1,150,000.00**

Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 1006-25

File ID:	1006-25	**Type:**	Agenda Item	**Status:**	Agenda Ready
Version:	1	**Contract #:**		**In Control:**	Social Services
				File Created:	10/16/2025
File Name:	CASA Family Court & County Attorney MOU			**Final Action:**	

Title: Authorization to execute a memorandum of understanding between CASA of Lexington, Inc. and the Department of Social Services, the Fayette County Family Courts, and the Fayette County Attorney's Office (FCAO) to provide statutorily required services for children in Fayette County for a period of twelve (12) months and to renew automatically at the end of each 12-month period. No budgetary impact. (L1006-25)(Persley/Allen-Bryant)

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	1006-25 Bluesheet Memo CASA MOU, CASA Family Court & County Attorney MOU	**Enactment Number:**	
Deed #:		**Hearing Date:**	
Drafter:	Theresa Maynard	**Effective Date:**	

History of Legislative File

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

Text of Legislative File 1006-25

Title

Authorization to execute a memorandum of understanding between CASA of Lexington, Inc. and the Department of Social Services, the Fayette County Family Courts, and the Fayette County Attorney's Office (FCAO) to provide statutorily required services for children in Fayette County for a period of twelve (12) months and to renew automatically at the end of each 12-month period. No budgetary impact. (L1006-25)(Persley/Allen-Bryant)

Summary

Authorization to execute a memorandum of understanding between CASA of Lexington, Inc. and the Department of Social Services, the Fayette County Family Courts, and the Fayette County Attorney's Office (FCAO) to provide statutorily required services for children in Fayette County for a period of twelve (12) months and to renew automatically at the end of each 12-month period. No budgetary impact. (L1006-25)(Persley/Allen-Bryant)

Budgetary Implications: No

Advance Document Review: Law: Tiffany Holskey 10.16.25

Fully Budgeted: NA

Account Number: N/A

This Fiscal Year Impact:

Annual Impact: N/A

Project:

Activity:

Budget Reference:

Current Balance:

MAYOR LINDA GORTON

LEXINGTON

KACY ALLEN-BRYANT
COMMISSIONER
SOCIAL SERVICES

TO: Mayor Linda Gorton
Honorable Members, Urban County Council

FROM: Kacy Allen-Bryant, Commissioner of Social Services

DATE: October 20, 2025

SUBJECT: Memorandum of Understanding with CASA of Lexington, Inc., Fayette County Family Courts and Fayette County Attorney Office

---

Request:

Request Council Authorization for the Mayor to execute a Memorandum of Understanding between CASA of Lexington, Inc. and the Department of Social Services, the Fayette County Family Courts, and the Fayette County Attorney's Office (FCAO) to provide statutorily required services for children in Fayette County.

Purpose:

The Court-Appointed Special Advocate (CASA) program was created pursuant to KRS 620.505 and through LFUCG Code of Ordinances Section 2-381. LFUCG, the Courts, and FCAO are vital and essential stakeholders; partnerships with each are necessary in order for CASA of Lexington, Inc. to provide an independent, efficient, and thorough representation for children who enter the court system as a result of dependency, abuse or neglect.

This MOU shall go into when approved by Council and shall remain in effect for a term of twelve (12) months, to renew automatically at the end of each twelve-month period. Either party may, at any time upon thirty (30) days notice to the other party, terminate or negotiate amendments in good faith. Any amendment to the Memorandum shall be in writing signed by both parties.

Budgetary Implication:

There is no fiscal impact associated with this Memorandum of Understanding.

Are the funds budgeted?

There is no fiscal impact associated with this Memorandum of Understanding.

File Number: 1006-25

Director/Commissioner: Briana Persley / Kacy Allen-Bryant

MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING, (hereinafter referred to as "MOU"), made and entered into on the ____ day of _____, 2025, by and between CASA OF LEXINGTON, INC., a Kentucky non-profit corporation whose principal address is 3245 Loch Ness Drive, Lexington, Kentucky 40517. LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (hereinafter referred to as “LFUCG”), an urban county government created pursuant to KRS Chapter 67A, whose principal address is 200 East Main Street, Lexington, Kentucky 40507, through its DEPARTMENT OF SOCIAL SERVICES (hereinafter referred to as “Sponsor”), the FAYETTE COUNTY FAMILY COURTS (hereinafter referred to as “the Courts”), whose principal address is 120 N Limestone, Lexington, Kentucky 40507, and the FAYETTE COUNTY ATTORNEY OFFICE (hereinafter referred to as “FCAO”), whose principal address is 201 East Main Street, 6th Floor, Lexington, Kentucky 40507, (collectively referred to as the “Parties”).

RECITALS

WHEREAS, the Court-appointed special advocate (CASA) program was created to provide an independent, efficient, and thorough representation for children who enter the court system as a result of dependency, abuse or neglect;

WHEREAS, CASA of Lexington, INC. program was created pursuant to KRS 620.505 and through LFUCG Code of Ordinances Section 2-381, a local CASA Board was created to assist with duties and responsibilities required by the effectively operate a local CASA program;

WHEREAS, LFUCG, the Courts, and FCAO are vital and essential stakeholders; partnerships with each are necessary in order for CASA of Lexington, Inc. to provide statutorily required services for our children in Fayette County Courts;

WHEREAS, achieving the goal of this program requires the development of good working relationships among CASA of Lexington, Inc., LFUCG, the Sponsor, the Courts, and the FCAO.

NOW, THEREFORE, the parties do hereby agree to the following roles, responsibilities, and obligations:

SECTION I. TERM

This MOU shall go into effect on the date first written above and shall remain in effect for a term of twelve (12) months, to renew automatically at the end of each twelve-month period. Either party may, at any time upon thirty (30) days notice to the other party, terminate or negotiate amendments in good faith. Any amendment to the Memorandum shall be in writing signed by both parties.

SECTION II. MISSION

The parties acknowledge the mission of CASA of Lexington, Inc. is to provide trained volunteer advocates to speak for children who through court action are deemed abused and/or neglected. Achieving the mission of this program requires the development of good working relationships among the parties.

SECTION III. OBLIGATIONS OF THE PARTIES

A. CASA OF LEXINGTON, INC.

CASA of Lexington, Inc. will:

1. Be under the supervision and oversight of the CASA Board as created by LFUCG Code of Ordinances Section 2-381;
2. Maintain a staff that includes a Director and Program Managers;
3. Coordinate and facilitate the distribution and preparation of reports, records, and necessary documentation between CASA volunteers and other interested parties;
4. Maintain open, constructive and effective communication between parties regarding CASA volunteers' performance;
5. Be responsible for CASA volunteers' performance and training;
6. Screen, train, and supervise all CASA volunteers who are appointed to cases;
7. Facilitate the effective interactions with CASA volunteer and all other pertinent parties to a case, i.e. the Court, the Social Worker, the Guardian Ad Litem, the County Attorney, and Attorneys for parents/guardians/caretakers;
8. Oversee the assignment of CASA volunteers to each case the Court has identified appropriate for a CASA volunteer.

a. **CASA VOLUNTEERS** will
    i. Make themselves available for screenings, training and subsequent swearing-in;
    ii. Will accept assignment of cases, CASA Management, as they are assigned by the Court to CASA of Lexington, Inc.;
    iii. Report to and be supervised by the CASA Director and/or Program Managers;
    iv. Be appointed as an Officer of the Court and follow all duties and responsibilities that comes with such appointment, i.e. confidentiality;
    v. Receive full access to any and all information and material relevant to the assigned case;
    vi. Maintain a case record in performance of all CASA duties;
    vii. Be present for all required Court proceedings, Cabinet for Health and Family Services' family team meetings, conference meetings, and other necessary meetings;
    viii. Independently gather and assess information, develop recommendations, and submit written and verbal reports to be considered by the Court in its decision to protect the best interest of the child;
    ix. Prepare written reports in a format prescribed by the Court in accordance with Court policy prior to any hearing. Reports are to be sent to presiding Judge, the Social Worker, the Guardian Ad Litem, the County Attorney, and the Attorney(s) for the parent/guardians/caretakers;

x. Be prepared for submission of verbal report or sworn testimony during Court proceedings upon request;
xi. Report any information regarding the continuing well-being/safety of the child;
xii. Monitor placement of and services provided for child until permanency is achieved;
xiii. Monitor parental compliance of court orders;
xiv. Actively perform services on assigned cases until CASA management in consultation with the Court determines the assignment should be ended and/or permanency achieved.

B. **LFUCG AND SPONSOR**

LFUCG through its Sponsor, Department of Social Services will:

1. Appoint and confirm Board of Directors submitted by nomination of existing Board;
2. Provide office space and office support for CASA;
3. Provide compensation for CASA Director;
4. Evaluate the CASA Director, cooperatively with the CASA Board of Directors.

C. **FAYETTE COUNTY FAMILY COURTS**

The Courts will:

1. Remain accessible to the CASA Director, Staff, and Volunteers;
2. Maintain open, constructive, and effective communication regarding the performance of CASA Volunteers;
3. Identify cases for which the assignment of a CASA volunteer is requested, at the earliest possible stage or at such other time as deemed appropriate;
4. Assign cases to CASA at the discretion of the presiding Judge;
5. Conduct Swearing-In ceremonies for each appointed CASA volunteer;
6. Issue orders confirming the assignment of CASA volunteer to assigned cases.

D. **FAYETTE COUNTY ATTORNEYS OFFICE**

FCAO will:

1. Maintain open, constructive, and effective communication regarding the performance of CASA volunteers;
2. Recommend to the Courts when a CASA volunteer should be appointed to a case;
3. Remain accessible to the CASA Director, Staff, and Volunteers.

[INTENTIONALLY LEFT BLANK—SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding at Lexington, Kentucky the day and year first above written.

LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT

BY: _____
LINDA GORTON, MAYOR

CASA OF LEXINGTON, INC.

BY: _____
BOARD PRESIDENT

ATTEST:

BY: _____
DIRECTOR

_____
CLERK OF THE URBAN COUNTY COUNCIL

This Memorandum of Understanding has been reviewed and accepted by the management and governing bodies of the organization indicated below:

1. **FAYETTE COUNTY FAMILY COURT:**

_____
HONORABLE LIBBY G. MESSER
PURSUANT TO R.F.C.C. 2(d)

_____
HONORABLE TRACI BRISLIN

_____
HONORABLE TIFFANY YAHR

_____
HONORABLE ROSS EWING

2. **FAYETTE COUNTY ATTORNEY'S OFFICE:**

_____
ANGELA EVANS,
FAYETTE COUNTY ATTORNEY

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 1007-25

File ID:	1007-25	**Type:**	Agenda Item	**Status:**	Agenda Ready
Version:	1	**Contract #:**		**In Control:**	Mayor's Office
				File Created:	10/16/2025
File Name:	RESOLUTION AUTHORIZING ECONOMIC DEVELOPMENT GRANT AGREEMENT WITH BLUEGRASS AGTECH DEVELOPMENT CORP			**Final Action:**	

Title: Authorization to execute an agreement with Bluegrass AgTech Development Corp to provide $250,000 for challenge grants for businesses in Lexington-Fayette County to improve agriculture technology and support related economic development. The agreement is for a period ending December 31, 2026. Funds are budgeted. (L1007-25)(Rogers/Atkins)

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	Blue Sheet Grant Agreement September 2025, 2025 LFUCG Grant Agreement SIGNED	**Enactment Number:**	
Deed #:		**Hearing Date:**	
Drafter:	Troy Black	**Effective Date:**	

History of Legislative File

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

Text of Legislative File 1007-25

Title

Authorization to execute an agreement with Bluegrass AgTech Development Corp to provide $250,000 for challenge grants for businesses in Lexington-Fayette County to improve agriculture technology and support related economic development. The agreement is for a period ending December 31, 2026. Funds are budgeted. (L1007-25)(Rogers/Atkins)

Summary

Authorization to execute an agreement with Bluegrass AgTech Development Corp to provide $250,000 for challenge grants for businesses in Lexington-Fayette County to improve agriculture technology and support related economic development. The agreement is for a period ending December 31, 2026. Funds are budgeted. (L1007-25)(Rogers/Atkins)
Budgetary Implications [select]: Yes

Advance Document Review:

Law: { Yes, Completed by [Evan Thompson, 10/16/2025]}

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

Fully Budgeted [select]: Yes

Account Number: 1101-900116-0001-71101

This Fiscal Year Impact: $250,000.00

Annual Impact: NA

Project:

Activity:

Budget Reference:

Current Balance: PO encumbered

GRANT AGREEMENT

THIS GRANT AGREEMENT, made and entered into on the 10th day of October 2025, by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the COMMONWEALTH OF KENTUCKY created pursuant to KRS Chapter 67A ("LFUCG"), 200 East Main Street, Lexington, Kentucky 40507, and **BLUEGRASS AGTECH DEVELOPMENT CORP.,** a Kentucky non-profit corporation, ("Organization") with offices located at 824 Bull Lea Run, Suite 219,, Lexington, Kentucky 40511.

W I T N E S S E T H

WHEREAS, the Parties seek to continue a private and public partnership to help establish Lexington-Fayette County as an innovation hub for agriculture technology;

WHEREAS, the Organization has established its Board of Directors, Executive Director, financial systems, 501(c)(3) nonprofit status, and a challenge grant program to provide match funding for startup and early-stage agtech businesses;

WHEREAS, the Organization has previously secured funding from the Kentucky Agricultural Development Board and LFUCG, but anticipates needing additional funding to provide challenge grants for Lexington-Fayette County businesses to improve agriculture technology in Lexington-Fayette County and throughout the Commonwealth;

WHEREAS, the Organization seeks public funding to fulfill that additional need and intends to use that public funding solely to fund challenge grants;

WHEREAS, LFUCG believes that funding an organization formed to cultivate an innovation ecosystem for entrepreneurs and startups in the agtech sector, as well as the high-paying jobs that will grow out of this partnership, would serve a public purpose;

WHEREAS, LFUCG desires to award Organization a cumulative grant of $**250,000.00** ("Funds") to assist Organization's challenge grant program, allowing the Organization to continue its work to transform Lexington-Fayette County into an agtech innovation hub;

WHEREAS, the parties seek to memorialize their understanding through a separate, written agreement; and

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the receipt and sufficiency of which are acknowledged, the parties hereby agree as follows:

1. EFFECTIVE DATE; TERM. This Agreement shall commence on the date of its execution and shall last until December 31, 2026, unless terminated by LFUCG at an earlier time.

2. SCOPE OF WORK. Organization may use the funds provided by LFUCG under this Agreement as follows:

1) "Challenge Grants" to businesses or organizations based in Lexington-Fayette County to encourage increased development of the agtech sector.

At all times, the Organization shall comply with any of the LFUCG's requests for specification as to how a cost fits within this Section. The Organization understands that its failure to comply with any of the LFUCG's requests is a material breach of this Agreement and LFUCG may seek termination of this Agreement for that breach, as well as any other applicable remedy.

3. PAYMENT. LFUCG shall pay Organization a total amount not to exceed **Two Hundred Fifty Thousand Dollars ($250,000.00) ("Funds")** for the allowable expenses defined in Section 2, above. Such payments shall be disbursed by LFUCG as follows:

1) Two Hundred Fifty Thousand Dollars ($250,000.00) shall be disbursed upon execution of this Agreement for Challenge Grants.

LFUCG shall have thirty (30) days to make a payment after receiving a properly documented invoice.

4. TERMINATION. LFUCG, through the Mayor or the Mayor's designee, may terminate this Agreement for any reason whatsoever by providing Organization with at least thirty (30) days advance written notice. Organization shall not be entitled to any funds that have not been disbursed prior to termination.

Organization may only terminate this Agreement based upon LFUCG's failure to timely pay invoices as provided in this Agreement. Organization shall provide LFUCG with at least thirty (30) days advance written notice and an opportunity to cure prior to termination.

5. REPORTING. Organization shall provide LFUCG with all reports that Organization is required to provide to the Kentucky Agricultural Development Board within fourteen (14) days after provision to the Board. Organization shall also provide an annual report, on the form developed by the LFUCG, to the LFUCG, by December 31st of each year, describing its use of the funds provided under this Agreement for the previous year, including all documentation regarding the challenge grants issued by the Organization, as well as the Organization's progress in implementing its objectives. At all times, the

Organization shall comply with any request by LFUCG for information or documents related to the activities funded by this grant.

Organization shall, at the call of the chair of the Economic Development Investment Board and the chair of the Budget, Finance, and Economic Development Committee, attend in person and present annually regarding the Organization's progress developing Lexington-Fayette County into an agtech innovation hub.

6. REGISTRATION; COMPLIANCE; AUTHORITY TO SIGN. Organization shall be lawfully registered or authorized to do business in the Commonwealth of Kentucky and Lexington-Fayette County and shall at all times comply with any and all applicable federal, state, and local laws, ordinances, and regulations. LFUCG may request proof that Organization has timely filed federal, state, or local tax forms which shall be provided by Organization on a timely basis. The person signing this Agreement on behalf of Organization is fully authorized to do so.

7. INSURANCE; INDEMNITY.

a. At all times relevant to the performance of this Agreement, Organization shall maintain insurance coverages in at least the following amounts, which shall be properly filed and approved by the Kentucky Department of Insurance. Evidence of such coverage shall be made available to LFUCG upon request. General Liability ($1 million per occurrence, $2 million aggregate or $2 million combined single limit); Commercial Automobile Liability (combined single, $1 million per occurrence), only if Organization utilizes automobiles in the performance of this Agreement; (if applicable) Professional Liability ($1 million per occurrence, $2 million aggregate); (if applicable) Worker's Compensation (Statutory); and (if applicable) Employer's Liability ($1 million).

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

c. Organization understands and agrees that its obligation to defend LFUCG includes the obligation to investigate, handle, respond to, resist, provide a defense for, and defend

claims, at Organization's expense, using attorneys approved in writing by the LFUCG, which approval shall not be unreasonably withheld.

d. Organization further understands and agrees that its obligation to indemnify includes, but is not limited to: attorney fees and expenses, costs of litigation, court and administrative costs, expert witness fees and expenses, judgments, fines, penalties, interest, all environmental cleanups and remediation costs of whatever kind, and any liability arising from death, injury, or damage of any kind, to any person, including employees and agents of Organization and LFUCG, and damage to, or destruction of, any property, including the property of LFUCG.

e. This provision shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this Agreement.

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

8. RECORDS. Organization shall keep and make available to LFUCG any records related to this Agreement as are necessary to support its performance of the services for a period of at least five (5) years following the expiration or termination of this Agreement, or as otherwise required depending upon the source of funds. Books of accounts shall be kept by Organization and entries shall be made therein of all money, goods, effects, debts, sales, purchases, receipts, payments and any other transactions of Organization related to this Agreement and shall be made available to LFUCG upon request.

a. LFUCG shall be the owner of all final documents, data, studies, plans, reports, and information prepared by Organization under this Agreement.

b. Organization understands and agrees that this Agreement and any related documents may be subject to disclosure under the Kentucky Open Records Act and will comply with any reasonable request by LFUCG to provide assistance with such a request.

c. Organization understands that receipt of this funding may subject it to requirements under the Kentucky Open Records Act.

9. ACCESS. Organization shall allow LFUCG any necessary reasonable access to monitor its performance under this Agreement.

10. CONTRACTUAL RELATIONSHIP ONLY. In no event shall the parties be construed, held or become in any way for any purpose the employee of the other party, or partners, associates or joint ventures in the conduct of their respective endeavors or otherwise.

11. EQUAL OPPORTUNITY; FAIRNESS ORDINANCE. Organization shall provide equal opportunity in employment for all qualified persons, and shall (a) prohibit discrimination in employment because of race, color, creed, national origin, sex, age, sexual orientation, gender identity, or handicap, (b) promote equal employment through a positive, continuing program of equal employment, and (c) cause any subcontractor or agency receiving funds provided pursuant to this Agreement to do so. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices. Organization agrees to comply with LFUCG's Fairness Ordinance (Ordinance No. 201-99) and all sources of applicable law, including those specified in any Exhibit attached to this Agreement and incorporated herein by reference.

12. SEXUAL HARASSMENT. Organization must adopt or have adopted a written sexual harassment policy, which shall, at a minimum, contain a statement of current law; a list of prohibited behaviors; a complaint process; and a procedure which provides for a confidential investigation of all complaints. The policy shall be given to all employees and clients and shall be posted at all locations where Organization conducts business. The policy shall be made available to LFUCG upon request.

13. ANNUAL AUDIT. Organization shall comply with the audit requirements of 200 CFR Part 200, Subpart F, if applicable. LFUCG shall also have the option to request an audit, or any other financial review deemed necessary by LFUCG, of all revenue and expenditures related to this Agreement. If such an audit is requested by LFUCG, the audit shall be conducted by independent certified public accountants at Organization's expense, who shall express an opinion as to whether or not revenue and expenditures during the year audited have conformed to state and local law and regulation. For any audit performed, including a 200 CFR Part 200 audit, a copy of the audit, or clean audit opinion letter from an independent certified public accountant, shall be submitted to LFUCG upon request.

14. INVESTMENT. Any investment of the funds received pursuant to this Agreement must fully comply with any restrictions imposed by law.

15. NO ASSIGNMENT. Organization may not assign any of its rights and duties under this Agreement without the prior written consent of LFUCG.

16. NO THIRD PARTY RIGHTS. This Agreement does not create a contractual relationship with or right of action in favor of a third party against Organization or LFUCG.

17. KENTUCKY LAW AND VENUE. This Agreement shall be governed in all respects by the laws of the Commonwealth of Kentucky and venue for all actions shall lie in the Circuit Court of Fayette County, Kentucky.

18. AMENDMENTS. By mutual agreement, the parties to this Agreement may, from time to time, make written changes to any provision hereof. Organization acknowledges that LFUCG may make such changes only upon approval of its legislative authority, the Lexington-Fayette Urban County Council, and the signature of its Mayor.

19. NOTICE. Any written notice required by the Agreement shall be delivered by certified mail, return receipt requested, to the following:

For Organization:

Jacob Ball
Executive Director
Bluegrass AgTech Development Corp.
824 Bull Lea Run
Suite 219
Lexington, KY 40511

For Government:

Kevin Atkins
Chief Development Officer
Lexington-Fayette Urban County Government
200 East Main Street
Lexington, Kentucky 40507

20. WAIVER. The waiver by either party of any breach of any provision of this Agreement shall not constitute a continuing waiver or waiver of any subsequent breach by either party of either the same or another provision.

21. ENTIRE AGREEMENT. This Agreement shall constitute the entire agreement between the parties and no representations, inducements, promises or agreements, oral or otherwise, which are not embodied herein shall be effective for any purpose. This Agreement shall replace any previous agreement between the parties on the same subject matter.

IN WITNESS WHEREOF, the parties have executed this Agreement at Lexington, Kentucky, the day and year first above written.

LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT

BY: _____
LINDA GORTON, MAYOR

ATTEST:

_____
Clerk of the Urban County Council

BLUEGRASS AGTECH DEVELOPMENT CORP.

BY: _____
JACOB BALL, EXECUTIVE DIRECTOR

COMMONWEALTH OF KENTUCKY)
)
COUNTY OF FAYETTE)

The foregoing instrument was acknowledged before me this the 10 day of October, 2025, by NAME, POSITION of the Bluegrass AgTech Development Corp., a Kentucky nonprofit corporation.

My commission expires: 7 November 2027

Joshua A. Prince
Notary Public, ID KYNP82257
State at Large, Kentucky-Fayette Co
My Commission Expires on Nov. 7, 2027

_____
Notary Public, State-at-Large, Kentucky

ANNUAL REPORT QUESTIONNAIRE

(DUE BY NOON DECEMBER 31 EACH YEAR LFUCG FUNDS ARE UTILIZED)

ANNUAL REPORT FOR LEXINGTON -FAYETTE URBAN COUNTY GOVERNMENT

Challenge grants issued by Bluegrass AgTech Development Corp during the most recent calendar year to Lexington based companies:

Name of Company	Number of Employees	Employee Average Wage	Total New Payroll Created	New or Existing Company

Challenge grants issued by Bluegrass AgTech Development Corp during the most recent calendar year to non-Lexington based companies:

Name of Company	Number of Employees	Employee Average Wage	Total New Payroll Created	New or Existing Company

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 1010-25

File ID:	1010-25	**Type:**	Agenda Item	**Status:**	Agenda Ready
Version:	1	**Contract #:**		**In Control:**	Parks and Recreation
				File Created:	10/17/2025
File Name:	Kiddie Kapers LCA Holiday Show			**Final Action:**	

Title: Authorization of a License of Agreement with Lexington Christian Academy for Lexington Parks & Recreation to hold its annual Kiddie Kapers dance program Holiday Show at Lexington Christian Academy in December at a cost of $1,500. Funds are budgeted. (L1010-25) (Conrad/Ford)

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	Kiddie Kapers Lexington Christain Academy Blue Sheet Memo - Signed, Rental agreement, LCA Invoice Mindy Stone 2025	**Enactment Number:**	
Deed #:		**Hearing Date:**	
Drafter:	Roger Daman	**Effective Date:**	

History of Legislative File

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

Text of Legislative File 1010-25

Title

Authorization of a License of Agreement with Lexington Christian Academy for Lexington Parks & Recreation to hold its annual Kiddie Kapers dance program Holiday Show at Lexington Christian Academy in December at a cost of $1,500. Funds are budgeted. (L1010-25) (Conrad/Ford)

Summary

Authorization of a License of Agreement with Lexington Christian Academy for Lexington Parks & Recreation to hold its annual Kiddie Kapers dance program Holiday Show at Lexington Christian Academy in December at a cost of $1,500. Funds are budgeted. (L1010-25) (Conrad/Ford)

Budgetary Implications [select]: Yes

Advance Document Review:

Law: Yes, William Razor, 9/19/2025

Risk Management: No

Fully Budgeted [select]: Yes

Account Number: $1,350.00 1101 707604 7324 71302

$150.00 1101 707604 7321 71303

This Fiscal Year Impact: $1,500

Annual Impact:

Project:

Activity:

Budget Reference:

Current Balance: fully budgeted

MAYOR LINDA GORTON

LEXINGTON

MONICA CONRAD
DIRECTOR
PARKS & RECREATION

MEMORANDUM

TO: **Linda Gorton, Mayor**
Sally Hamilton, CAO
Urban County Council Members

FROM: Monica Conrad
Monica Conrad, Director
Parks and Recreation

RE: **Kiddie Kapers Annual Holiday Show at Lexington Christian Academy**

DATE: **October 17, 2025**

Request:

This is a request for Council approval to enter into a License of Agreement with Lexington Christian Academy for Lexington Parks & Recreation to hold its annual Kiddie Kapers Holiday Show at Lexington Christian Academy.

Why are you requesting?

Lexington Parks & Recreation has held their Kiddie Kapers holiday show each December since 1999. The recital is the culmination of the Fall Semester of classes from September through December with up to 500 students performing.

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

$1,500

Ticket revenue is collected by Parks and is part of our projected revenue going to the general fund.

Are the funds budgeted? Yes
Rental $1,350, 1101 707604 7324 71302 715
Sound equipment $150.00, 1101 707604 7321 71303 715

File Number: 1010-25

Director/Commissioner: Ford

FACILITY RENTAL PRICING

Classrooms and Spaces

General Classroom Space

Monday thru Friday $100 per day

Saturday, Sunday and Holidays - $100 per hour, 3 consecutive hour minimum

Special Classroom Space - Chorus room, piano room, mezzanine, media center for example

Monday thru Friday – $150 per day

Saturday, Sunday and Holidays - $150 per hour/3 hour consecutive minimum

Availability

Monday-Friday – 4-10pm - school days, 8am-9pm – non-school days

Saturday –8am-10pm

Sunday -1pm-9pm

Chapel

Monday thru Sunday - $150 per hour

Rental fees will be billed from the earliest start time until the completion of the event per day.

Availability

Monday-Friday – 4-10pm - school days, 8am-10pm – non-school days

Saturday –8am-10pm Sunday

-1pm-10pm

Includes

Use of 2 classrooms

Up to 10 tables and 20 chairs

Back stage area, 2 dressing rooms

Add-ons

Chorus room or additional classroom - $100 per day

Sound Technician - $25 per hour, 2 consecutive hour minimum

Sound Technicians are independent contractors. Payment for their services will be made directly to the technician prior to events.

Lexington Christian Academy
Facility Rental Contract

The undersigned Lessee agrees and certifies to Lexington Christian Academy, Inc. (LCA) that all activities and programs conducted on school property shall be subject to the following terms and conditions. *Facilities will not be reserved until the signed contract has been returned to LCA and any required deposit is paid.* It is understood and agreed that:

1. The lessee shall be responsible for the proper care and use of the facilities and shall reimburse LCA for any damages to the facility while rented to them. Lessee assumes all liability for injury or damage to persons or property arising from, in connection with, or resulting from lessee's use or rental of the facility.

2. Lessee agrees to adhere to LCA facility usage guidelines.

3. Lessee shall indemnify, protect, save and hold harmless, LCA, its employees, agents, and directors against claims or demands arising or resulting from the use by lessee of the facility. Lessee shall, on request, obtain comprehensive public liability insurance, acceptable to LCA, with a limit of at least $1,000,000 insuring the Lessee and LCA, and shall, on request, provide **a certificate of insurance** evidencing such coverage, and to keep such insurance in full force and effect during lessee's use of the facility. Lessee shall have no obligation to indemnify, protect, save and hold harmless, LCA, its employees, agents, and directors against claims or demands for any willful misconduct or gross negligence of LCA.

4. Rate schedule does not include any set-up (such as tables, chairs, etc.). Set up and take down shall be lessee's responsibility unless otherwise agreed.

5. Lessee agrees to leave facility in the condition it was found.

6. Lessee agrees to pay a deposit of 25% of the total rental amount upon completion of LCA's scheduling procedures and Lessee's signing of the rental contract. The remaining 75% of the total must be paid before the rental of said facilities. Invoice is due upon receipt. Long-term rentals may be billed monthly.

7. Lessee agrees that the facility shall not be used for commercial activities.

8. Lessee shall not sublease nor assign any portion of the building or item of equipment covered by this contract.

9. Lessee must inform and receive written permission from LCA in order to charge admission, solicit and accept donations, sell concessions and merchandise at events held on school premises. Lessee also agrees to abide by the LCA Facility usage guidelines.

10. LCA Administration, in their discretion at any time, may restrict or prohibit the use of outdoor areas due to weather, excess wear and tear on fields, or in other appropriate circumstances.

11. LCA Administration, in their discretion, may arrange for additional security to be present during lessee activities, and lessee shall be responsible for the cost thereof.

12. A school employee may be present, on or near the LCA property, at all times. Said designated employee shall in no way be responsible for the conduct of persons present, nor shall such employee perform duties other than those involving the care, safety, and security of the facilities. The presence of an LCA employee shall not relieve lessee from any liability or responsibility under this contract.

13. Lessee must provide any cancellation notice 48 hours in advance of the date of the event. If lessee fails to provide proper notification, the deposit may be retained at the discretion of LCA Administration.

I have read the terms and conditions of this lease of school facilities and agree to be responsible for compliance with each item. If exceptions are being made, LCA has indicated accordingly below the respective item(s):

LESSEE _____
Signed _____
Organization _____
Billing address _____
City/state/zip _____
Phone number _____
Date _____

LCA _____
Signed _____
Date ____ / ____ / _____

Date 9/11/25

Invoice # 2512 **Date Due** **12/18/25**

From	Billed To
Lexington Christian Academy 450 West Reynolds Rd. Lexington, KY 40503 (859) 422-5700 rentals@lexingtonchristian.org	Parks and Recreation 469 Parkway Dr. Lexington, KY 40504 mindys@lexingtonky.gov

Description

Item	Quantity	Unit Price	Amount
Chapel Rental Includes 2 changing rooms and classrooms 10 tables and 20 chairs (Monday - Friday rate $150 per day)	0	$150.00	$0.00
Chapel Rental Includes 2 changing rooms and classrooms 10 tables and 20 chairs Weekend and Holiday rate:$150 **PER HOUR**)	8	$150.00	$1,200.00
Classroom Rental (Monday - Friday rate: $100 per day)		$100.00	$0.00
Classroom Rental (Weekend and Holiday rate: $100 **PER HOUR**)		$100.00	$0.00
Choir room Rental (Monday - Friday rate: $150 per day)		$150.00	$0.00
Choir Room Rental (Weekend and Holiday rate: $150 **PER HOUR**)		$150.00	$0.00
		Subtotal	**$1,200.00**

Deposit Due	**$300.00**	**Remainder due by day of event:**	**$900.00**

Thank you for your business.

If you have any questions, please contact us at rentals@lexingtonchristian.org

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 1020-25

File ID:	1020-25	**Type:**	Agenda Item	**Status:**	Agenda Ready
Version:	2	**Contract #:**		**In Control:**	Grants and Special Programs
				File Created:	10/17/2025
File Name:	Request Council authorization to accept additional revenue awarded in the amount of $12,577.96, from the Kentucky Department of Education Division of School and Community Nutrition for Participation in the U.S. Department of Agriculture's (USDA) Child Ca			**Final Action:**	

Title: Authorization to accept additional revenue awarded in the amount of $12,577.96 from the Kentucky Department of Education Division of School and Community Nutrition for Participation in the U.S. Department of Agriculture's (USDA) Child Care Food Program for the provision of breakfast, lunch and supplements at free and reduced rates to infants and toddlers attending the Family Care Center childcare and pre-school program in FY2025. (L1020-25)(Horton-Holt/Allen-Bryant)

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	25- Bluesheet Memo CACFP #2, BA 13963 CHD_CR_FD_2025, Resolution 442-2024	**Enactment Number:**	
Deed #:		**Hearing Date:**	
Drafter:	Katrina James	**Effective Date:**	

History of Legislative File

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

Text of Legislative File 1020-25

Title

Authorization to accept additional revenue awarded in the amount of $12,577.96 from the Kentucky Department of Education Division of School and Community Nutrition for Participation in the U.S. Department of Agriculture's (USDA) Child Care Food Program for the provision of breakfast, lunch and supplements at free and reduced rates to infants and toddlers attending the Family Care Center childcare and pre-school program in FY2025. (L1020-25)(Horton-Holt/Allen-Bryant)

Summary

Authorization to accept additional revenue awarded in the amount of $12,577.96 from the Kentucky Department of Education Division of School and Community Nutrition for Participation in the U.S. Department of Agriculture's (USDA) Child Care Food Program for the provision of breakfast, lunch and supplements at free and reduced rates to infants and toddlers attending the Family Care Center childcare and pre-school program in FY2025. (L1020-25)(Horton-Holt/Allen-Bryant)

Budgetary Implications: Yes

Advance Document Review:

Law: N/A

Risk Management: N/A

Fully Budgeted: Budget amendment is in process.

Account Number: 3100-606401-6403-75102

This Fiscal Year Impact: $12,577.96

Annual Impact: $0

Project: CHD_CR_FD_2025

Activity: FED_GRANT

Budget Reference: 2025

Current Balance: BA in process

MAYOR LINDA GORTON

LEXINGTON

THERESA REYNOLDS
DIRECTOR
GRANTS & SPECIAL PROGRAMS

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

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

DATE: **OCTOBER 13, 2025**

SUBJECT: **Acceptance of Additional Funds for the U. S. Department of Agriculture's Child Care Food Program at the Family Care Center (FCC)**

Request: Council authorization to accept additional revenue awarded in the amount of $12,577.96, from the Kentucky Department of Education Division of School and Community Nutrition for Participation in the U.S. Department of Agriculture's (USDA) Child Care Food Program for the provision of breakfast, lunch and supplements at free and reduced rates to infants and toddlers attending the Family Care Center childcare and pre-school program in FY2025.

Purpose of Request: On September 12, 2024, (Resolution 442-2024), Council to apply and accept $79,000 award from the Kentucky Department of Education/Division of School and Community Nutrition for participation in the U. S Department of Agriculture's Child Care Food Program. In July 2025, the USDA increased the reimbursement per meal rate. In addition, an increase in infant and toddler attendance in the FCC's programs resulted in additional revenue received over the initial award estimate of $79,000.

What is the cost in this budget year and future budget years? $12,577.96 has been awarded for FY2025. No matching funds are required. Future funding is dependent upon availability of grant funding.

Are the funds budgeted? Budget amendment is in process. 3100-606401-6403-75102 CHD_CR_FD_2025 FED_GRANT 2025

File Number: 1020-25

Director/Commissioner: Shelia Horton-Holt/Kacy Allen-Bryant

Search in Menu

LFUCG Budget Amendment Request Form

New Window | Help | Personalize Pag

Requester: Zawistowski,Marcie **Date:** 10/17/2025 **Status:** Pending Approval **Amend Nbr:** 13963

Business Unit: LFUCG **Journal Date:** 10/17/2025 **Budget Period:** 2025 **Bid:** ☑ **Admin Review:** ☐

Personnel, Operating & Capital Accounts

Personalize | Find | View All | First 1 of 1 Last

	Fund	Dept	Section	Account	Description	Amount	Division	Department	Journal ID
1	3100	606401	6403	75102	Food And Household Items	12,577.96	059240	059223	

Revenue Accounts

Personalize | Find | View All | First 1 of 1 Last

	Fund	Dept	Section	Account	Description	Amount	Division	Department	Journal ID
1	3100	606401	6403	44010	Intergovernmental - Federal	12,577.96	059240	059223	

Project/Grant Revenue

Project/Grant Expenditures

Comments:

To increase revenue for the CHD_CR_FD_2025 grant.

Net Amend Amt: 0.00

Submit for Approval

RESOLUTION NO. 442 - 2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AND SUBMIT A GRANT APPLICATION TO THE KENTUCKY DEPARTMENT OF EDUCATION/DIVISION OF SCHOOL AND COMMUNITY NUTRITION SEEKING $79,000.00 IN FEDERAL FUNDS FOR PARTICIPATION IN THE UNITED STATES DEPARTMENT OF AGRICULTURE'S CHILD CARE FOOD PROGRAM, FOR PROVISION OF BREAKFAST, LUNCH, AND SUPPLEMENTS TO CHILDREN AT THE FAMILY CARE CENTER IN FY 2025, AND TO PROVIDE ANY ADDITIONAL INFORMATION REQUESTED IN CONNECTION WITH THIS GRANT APPLICATION, AND TO ACCEPT THIS GRANT IF THE APPLICATION IS APPROVED, THE ACCEPTANCE OF WHICH DOES NOT OBLIGATE THE URBAN COUNTY GOVERNMENT TO THE EXPENDITURE OF FUNDS, AND AUTHORIZING THE MAYOR TO TRANSFER UNENCUMBERED FUNDS WITHIN THE GRANT BUDGET.

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

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute and submit the Grant Application, which is attached hereto and incorporated herein by reference, to the Kentucky Department of Education, Division of School and Community Nutrition seeking $79,000.00 in Federal funds for participation in the United States Department of Agriculture's Child Care Food Program, for provision of breakfast, lunch, and supplements to children at the Family Care Center in FY 2025, to provide any additional information requested in connection with this Grant Application, and to accept this Grant if the application is approved, the acceptance of which does not obligate the Lexington-Fayette Urban County Government for the expenditure of funds.

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

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

PASSED URBAN COUNTY COUNCIL: September 12, 2024

Linda Gorton

MAYOR

ATTEST:



CLERK OF URBAN COUNTY COUNCIL

0765-24:ANB:4877-8656-9691, v. 1

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 1021-25

File ID:	1021-25	**Type:**	Agenda Item	**Status:**	Agenda Ready
Version:	1	**Contract #:**		**In Control:**	Social Services
				File Created:	10/20/2025
File Name:	Amendment #1 to #R-011-2025 A Caring Place Agreement			**Final Action:**	

Title: Authorization to execute an amendment to the purchase of service agreement (#R-011-2025) with A Caring Place, Inc., to revise the language in the agreement related to audit requirements, and to execute any other necessary amendments related to that agreement. No budgetary impact. (L1021-25)(Stambaugh/Allen-Bryant)

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	1021-25 Bluesheet Memo - Amendment 1 to R-11-2025 A Caring Place Agreement, A Caring Place Hub Study PSA - First Amendment .1 . 4916-7077-6435, Resolution R-011-2025 Contract 002-2025, 0005-25 Res #R-11-2025 Bluesheet Memo A Caring Place Agreement	**Enactment Number:**	
Deed #:		**Hearing Date:**	
Drafter:	Theresa Maynard	**Effective Date:**	

History of Legislative File

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

Text of Legislative File 1021-25

Title

Authorization to execute an amendment to the purchase of service agreement (#R-011-2025) with A Caring Place, Inc., to revise the language in the agreement related to audit requirements, and to execute any other necessary amendments related to that agreement. No budgetary impact. (L1021-25)(Stambaugh/Allen-Bryant)

Summary

Authorization to execute an amendment to the purchase of service agreement (#R-011-2025) with A Caring Place, Inc., to revise the language in the agreement related to audit requirements, and to execute any other necessary amendments related to that

agreement. No budgetary impact. (L1021-25)(Stambaugh/Allen-Bryant)

Budgetary Implications: No
Advance Document Review:
Law: Tiffany Holskey 10/17/25
Risk Management: N/A
Fully Budgeted [select]: N/A
Account Number:
This Fiscal Year Impact: N/A
Annual Impact: N/A
Project:
Activity:
Budget Reference:
Current Balance:

MAYOR JIM GRAY

LEXINGTON

KACY ALLEN-BRYANT
COMMISSIONER
SOCIAL SERVICES

TO: Mayor Linda Gorton
Honorable Members, Urban County Council

FROM: Kacy Allen-Bryant, Commissioner of Social Services

DATE: October 20, 2025

SUBJECT: Amendment to Resolution #011-2025 A Caring Place Agreement

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Request:

Request Council authorization to execute an Amendment to the Purchase of Service Agreement (awarded pursuant to Resolution #R-011-2025) with A Caring Place, Inc., to revise the language in the agreement to read as follows and authorizing the Mayor to execute any other necessary amendments related to that Agreement.

"**ANNUAL AUDIT.** Organization shall comply with the audit requirements of 2 CFR Part 200, Subpart F, if applicable. LFUCG shall also have the option to request an audit of all revenue and expenditures related to this Agreement. If such an audit is requested by LFUCG, the audit shall be conducted by independent certified public accountants at Organization's expense, who shall express an opinion as to whether or not revenue and expenditures during the year audited have conformed to state and local law and regulation. For any audit performed, including a 2 CFR Part 200 audit, a copy of the audit, or clean audit opinion letter from an independent certified public accountant, shall be submitted to LFUCG upon request."

Why Are You Requesting?

Revising the audit requirement of the agreement to new standard audit language. The original term of the agreement is not changed. This Agreement may be terminated by LFUCG with 30 days written notice, and a Caring Place may terminate upon 30 days notice if LFUCG fails to timely pay for invoiced work.

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

This amendment has no budget implications.

Are the funds budgeted?

This amendment has no budget implications.

File Number: 1021-25

Director/Commissioner: Kristy Stambaugh / Kacy Allen-Bryant

FIRST AMENDMENT TO
PURCHASE OF SERVICE AGREEMENT

THIS FIRST AMENDMENT TO PURCHASE OF SERVICE AGREEMENT (the "Amendment"), dated as of _____, 2025, (the "Effective Date"), by and between **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the Commonwealth of Kentucky created pursuant to KRS Chapter 67A (the "LFUCG"), located at 200 East Main Street, Lexington, Kentucky 40507, and **A CARING PLACE, INC.,** a Kentucky corporation ("Organization"), with offices located at POB 23871, Lexington, Kentucky 40523.

RECITALS

WHEREAS, LFUCG entered into a Purchase of Service Agreement, executed on January 24, 2025 (the "Agreement") and authorized pursuant to Resolution #011-2025, to conduct a feasibility study regarding the most effective hub structure in Lexington; and

WHEREAS, the parties desire to amend the Agreement to change the audit requirement; and

WHEREAS, the Parties hereby agree to amend the above-referenced audit requirement in accordance with the terms and conditions of this First Amendment.

STATEMENT OF AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, the Parties agree to modify the Agreement as follows:

1. Incorporation of Recitals. The above recitals are incorporated herein as a part of this Amendment.

2. Section 1. Effective Date; Term. The Parties agree to modify Section 14 of the Agreement to read as follows:

> "**14. ANNUAL AUDIT.** Organization shall comply with the audit requirements of 2 CFR Part 200, Subpart F, if applicable. LFUCG shall also have the option to request an audit of all revenue and expenditures related to this Agreement. If such an audit is requested by LFUCG, the audit shall be conducted by independent certified public accountants at Organization's expense, who shall express an opinion as to whether or not revenue and expenditures during the year audited have conformed to state and local law and regulation. For any audit performed, including a 2 CFR Part 200 audit, a copy of the audit, or clean audit opinion letter from an independent certified public accountant, shall be submitted to LFUCG upon request."

3. Effect. All other provisions of the Purchase of Service Agreement, which is attached hereto as Exhibit 1 and incorporated herein as if fully stated, not inconsistent with the provisions of this First Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, the parties certify that they have been duly authorized to execute, deliver, and perform this First Amendment, and have executed the same as of the Effective Date written above.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.

SIGNATURE PAGE TO FOLLOW.

LEXINGTON-FAYETTE
URBAN COUNTY GOVERNMENT

_____
By: Linda Gorton, Mayor

ATTEST:

_____
Clerk of the Urban County Council

A CARING PLACE, INC.

_____
By: Name, Title

ATTEST:

_____ [sign name]

WITNESS: _____ [print name]

DATE:_____

DRAFT

Exhibit 1

January 24, 2025 Purchase of Service Agreement

DRAFT

PURCHASE OF SERVICE AGREEMENT

THIS PURCHASE OF SERVICE AGREEMENT, made and entered into on the 24 day of January, 2025, by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the COMMONWEALTH OF KENTUCKY created pursuant to KRS Chapter 67A ("LFUCG"), 200 East Main Street, Lexington, Kentucky 40507, and **A CARING PLACE, INC.**, a Kentucky corporation, ("Organization") with offices located at POB 23871, Lexington, Kentucky 40523.

WITNESSETH

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the receipt and sufficiency of which are acknowledged, the parties hereby agree as follows:

1. EFFECTIVE DATE; TERM. This Agreement shall commence on the date of signature by the Mayor of the Lexington-Fayette Urban County Government (hereinafter the "Effective Date") and shall last for a period of two (2) year(s) unless terminated by LFUCG at an earlier time.

2. RELATED DOCUMENTS. This Agreement shall consist of the terms herein as well as the following additional documents, which are attached hereto as exhibits and incorporated herein by reference as if fully stated:

a. Exhibit "A" – Scope of Work
b. Exhibit "B" – Presentation to Council

To the extent that there is any conflict between or among any of these documents, the terms and provisions of this Agreement shall prevail, followed by terms and provisions of Exhibit "A" and "B" in that order.

3. SCOPE OF SERVICES. Organization shall perform the services outlined in the attached Exhibit "A" – Scope of Work for LFUCG in a timely, workmanlike and professional manner (the "Services").

4. PAYMENT. LFUCG shall pay Organization a total amount not to exceed One Hundred and Fifty Thousand Dollars and 00/100 Cents ($150,000.00) for the performance of the Services. LFUCG shall make payment under this agreement in one lump sum upon receipt of an invoice. The funds are limited to the services provided herein and may not be spent by the Organization for any other purpose without the prior written consent of LFUCG. Absent any additional written agreement stating otherwise any travel or other expenses are included in the above payment.

a. LFUCG shall have thirty (30) days from the date of receipt of the invoice to pay the invoice amount. LFUCG reserves the right to refuse payment if it is determined by LFUCG that the Services performed or materials provided for the Services are inadequate or defective.

b. Organization shall take steps to ensure that the Project is complete on or before the end of the Term and that in the event Organization fails to complete the Services on or before the end of the Term, LFUCG shall have the right to seek recovery of all of the Funds through any means available at law, in equity, or in bankruptcy. LFUCG shall have the option to recover any unspent Funds at the end of the Term.

c. In any advertisement of the project funded by the Funds, whether written or oral communications, Organization agrees to identify the Lexington-Fayette Urban County Government as the source of the above referenced funds; the Organization shall not specifically identify any individual or elected official as being responsible for the Funds provided by LFUCG.

5. TERMINATION. LFUCG, through the Mayor or the Mayor's designee, may terminate this Agreement for any reason whatsoever by providing Organization with at least thirty (30) days advance written notice. Organization shall be entitled for payment of all work performed up to that period of time, calculated on a reasonable basis.

a. In the event of a termination based upon a material condition of non-performance or default by Organization, LFUCG shall provide Organization advance written notice and a reasonable period of time to cure the breach.

b. Organization may only terminate this Agreement based upon LFUCG's failure to timely pay for properly invoiced and accepted work. Organization shall provide LFUCG with at least thirty (30) days advance written notice and an opportunity to cure prior to termination.

c. Organization acknowledges that LFUCG is a governmental entity, and that the validity of this Agreement is based upon the availability of appropriated funding. In the event that such funding is not appropriated in a future fiscal year, LFUCG's obligations under this Agreement shall automatically expire without penalty to the LFUCG thirty (30) days after written notice to Organization. LFUCG shall exercise any application of this provision in good faith.

6. REPORTING. Organization shall provide LFUCG with timely reports and updates related to the provisions of the Services in the form and manner reasonably specified by LFUCG. Organization shall provide progress reports, including reports on spending, every 4 months. At the conclusion of the Term, Organization shall submit a final report including

the final details on spending and the results of the feasibility study, which shall include evidence of having satisfied the Scope of Work.

7. REGISTRATION; COMPLIANCE; AUTHORITY TO SIGN. Organization shall be lawfully registered or authorized to do business in the Commonwealth of Kentucky and Lexington-Fayette County and shall at all times comply with any and all applicable federal, state, and local laws, ordinances, and regulations. LFUCG may request proof that Organization has timely filed federal, state, or local tax forms which shall be provided by Organization on a timely basis. The person signing this Agreement on behalf of Organization is fully authorized to do so.

8. INSURANCE; INDEMNITY.

a. At all times relevant to the performance of this Agreement, Organization shall maintain insurance coverages in at least the following amounts, which shall be properly filed and approved by the Kentucky Department of Insurance. Evidence of such coverage shall be made available to LFUCG upon request. General Liability ($1 million per occurrence, $2 million aggregate or $2 million combined single limit); Commercial Automobile Liability (combined single, $1 million per occurrence); (if applicable) Professional Liability ($1 million per occurrence, $2 million aggregate); Worker's Compensation (Statutory); and Employer's Liability ($1 million).

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

c. Organization understands and agrees that its obligation to defend LFUCG includes the obligation to investigate, handle, respond to, resist, provide a defense for, and defend claims, at Organization's expense, using attorneys approved in writing by the LFUCG, which approval shall not be unreasonably withheld.

d. Organization further understands and agrees that its obligation to indemnify includes, but is not limited to: attorney fees and expenses, costs of litigation, court and administrative costs, expert witness fees and expenses, judgments, fines, penalties, interest, all environmental cleanups and remediation costs of whatever kind, and any

liability arising from death, injury, or damage of any kind, to any person, including employees and agents of Organization and LFUCG, and damage to, or destruction of, any property, including the property of LFUCG.

e. This provision shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this Agreement.

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

9. RECORDS. Organization shall keep and make available to LFUCG any records related to this Agreement as are necessary to support its performance of the services for a period of at least five (5) years following the expiration or termination of this Agreement, or as otherwise required depending upon the source of funds. Books of accounts shall be kept by Organization and entries shall be made therein of all money, goods, effects, debts, sales, purchases, receipts, payments and any other transactions of Organization related to this Agreement and shall be made available to LFUCG upon request.

a. LFUCG shall be the owner of all final documents, data, studies, plans, reports, and information prepared by Organization under this Agreement.

b. Organization understands and agrees that this Agreement and any related documents may be subject to disclosure under the Kentucky Open Records Act and will comply with any reasonable request by LFUCG to provide assistance with such a request.

10. ACCESS. Organization shall allow LFUCG any necessary reasonable access to monitor its performance under this Agreement.

11. CONTRACTUAL RELATIONSHIP ONLY. In no event shall the parties be construed, held or become in any way for any purpose the employee of the other party, or partners, associates or joint ventures in the conduct of their respective endeavors or otherwise.

12. EQUAL OPPORTUNITY; FAIRNESS ORDINANCE. Organization shall provide equal opportunity in employment for all qualified persons, and shall (a) prohibit discrimination in employment because of race, color, creed, national origin, sex, age, sexual orientation, gender identity, or handicap, (b) promote equal employment through a positive, continuing program of equal employment, and (c) cause any subcontractor or agency receiving funds provided pursuant to this Agreement to do so. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices. Organization agrees to comply with LFUCG's Fairness Ordinance (Ordinance No. 201-99) and all sources of applicable law, including those specified in any Exhibit attached to this Agreement and incorporated herein by reference.

13. SEXUAL HARASSMENT. Organization must adopt or have adopted a written sexual harassment policy, which shall, at a minimum, contain a statement of current law; a list of prohibited behaviors; a complaint process; and a procedure which provides for a confidential investigation of all complaints. The policy shall be given to all employees and clients and shall be posted at all locations where Organization conducts business. The policy shall be made available to LFUCG upon request.

14. ANNUAL AUDIT. Organization agrees that all revenue and expenditures related to this Agreement shall be audited at least annually by independent certified public accountants who shall express an opinion as to whether or not revenue and expenditures during the year audited have conformed to state and local law and regulation. A copy of this audit, or clean audit opinion letter from an independent certified public accountant, shall be submitted to LFUCG each year of the Agreement.

15. INVESTMENT. Any investment of the funds received pursuant to this Agreement must fully comply with any restrictions imposed by law.

16. NO ASSIGNMENT. Organization may not assign any of its rights and duties under this Agreement without the prior written consent of LFUCG.

17. NO THIRD PARTY RIGHTS. This Agreement does not create a contractual relationship with or right of action in favor of a third party against either Organization or LFUCG.

18. KENTUCKY LAW AND VENUE. This Agreement shall be governed in all respects by the laws of the Commonwealth of Kentucky and venue for all actions shall lie in the Circuit Court of Fayette County, Kentucky.

19. AMENDMENTS. By mutual agreement, the parties to this Agreement may, from time to time, make written changes to any provision hereof. Organization acknowledges that LFUCG may make such changes only upon approval of its legislative authority, the Lexington-Fayette Urban County Council, and the signature of its Mayor.

20. NOTICE. Any written notice required by the Agreement shall be delivered by certified mail, return receipt requested, to the following:

For Organization:

A Caring Place, Inc.
POB 23871
Lexington, Kentucky 40523
Attn: Roxanne Cheney, Chairperson

For Government:

Lexington-Fayette Urban County Government
200 East Main Street
Lexington, Kentucky 40507
Attn: Kristina Stambaugh

21. **WAIVER.** The waiver by either party of any breach of any provision of this Agreement shall not constitute a continuing waiver or waiver of any subsequent breach by either party of either the same or another provision.

22. **ENTIRE AGREEMENT.** This Agreement shall constitute the entire agreement between the parties and no representations, inducements, promises or agreements, oral or otherwise, which are not embodied herein shall be effective for any purpose. This Agreement shall replace any previous agreement between the parties on the same subject matter.

IN WITNESS WHEREOF, the parties have executed this Agreement at Lexington, Kentucky, the day and year first above written.

LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT

BY: Linda Gorton
LINDA GORTON, MAYOR

DATE: 1/24/2025

ATTEST: Mackenzie Stack
Deputy Clerk of the Urban County Council

A CARING PLACE, INC.

BY: Roxanne Cheney
ROXANNE CHENEY, CHAIRPERSON

ATTEST: K Stambaugh
WITNESS: 12/23/24
DATE: 12/23/24

EXHIBIT "A"

Scope of Work

Business Concept – A Caring Place as a Villages Hub.

- A Caring Place Village Hub is a 501(c)3 organization that is community based and is comprised of like-minded people, who are over the age of 60 and/or are disabled, who are interested in aging-in-place. The Hub serves as the business office for the non-profit as well as for the associated neighborhoods who join the village movement and become associated neighborhoods or "spokes'.
- The Hub will handle such duties as fundraising and marketing for the associated neighborhoods. The Hub's services will encourage increased socialization and connectivity. Other services offered by the Hub will be based on a needs assessment conducted.

Scope of Work

- The study will evaluate the usefulness of the software offered through the Village Movement (the national organization) called "Helpful Villages".
- An analysis will be done regarding the most effective method of structuring the Hub which will be based on assessment of needs and comparison of similar villages in terms of city population and diversity.
- Survey at least 20 neighborhoods in geographically diverse areas of the county. Each Council Member's District should be represented.
- Following surveys, conduct a brief presentation at a local gathering place to provide an elevator pitch and announce the more in-depth presentation which will follow.
- Sign up interested individuals; all ages welcome. While the focus of care is on those over 60 or disabled people of all ages are welcome in a neighbor helping neighbors model.
- Meet with Neighborhood Associations and at least 2 HOA's to educated them on "villages" and encourage them to become associate members or spokes. Associate members (spokes) will be supported by the HUB.
- Include meetings with at least 3 subsidized senior housing complexes to encourage their participation in villages.
- Research and recommend outcome metrics.
- Determine identified needs as they relate to aging-in-place and connectivity during individual interviews with potential members.
- Define core services and premium services with suggested fee structure.

Financial Feasibility –

- Create the budget for the Hub

    - Determine staffing needs including salary levels for the Hub to support the associated neighborhoods and A Caring Place Village.
- Create a business plan or 5-year plan for the hub
- Identify potential funding sources
- Review and recommend potential financial tracking software package

A CARING PLACE VILLAGE

Incorporated 2019

501c3

Roxanne L Cheney MSN
Board Chair
A Caring Place

A Caring Place

VILLAGE to village network

Introduction



Mission-Vision-Values

Mission Statement: Recognizing that loneliness is an epidemic with adverse effects on physical and mental health, A Caring Place, a faith-based volunteer organization, takes an intergenerational approach to building friendships with people over 60 years old or disabled and live in the Bluegrass region.

Vision Statement: We imagine a world where everyone feels loved.

We Value:
Compassion to others and ourselves.
Friendships and relationships which meet our need to belong.
Hospitality which opens the door to trusting relationships & connectedness with others.
Respect and dignity for all people, as their God given right.
Inclusion and **equity** in our culture so that all can feel a sense of fulfillment.



What We Currently Offer

- Partner with UK undergrad students to provide an intergenerational approach.
- Phone buddy system: Trained volunteers are assigned referred participants, who are unable to attend our virtual or in-person socialization groups., and need daily wellness checks, or socialization.
- Semi-weekly Virtual and in person socialization groups
- Home Visits-Recreation-Events
- Mentored Volunteer opportunities: Example-Read On!
- Classes in Mindfulness and Coordinated Muscle Movement
- Free Community Education Presentations
- Resource Hub: help our participants locate community resources
- Spiritual Support
- Letters-cards sent for birthdays, holidays, thinking of you.

Who We Serve

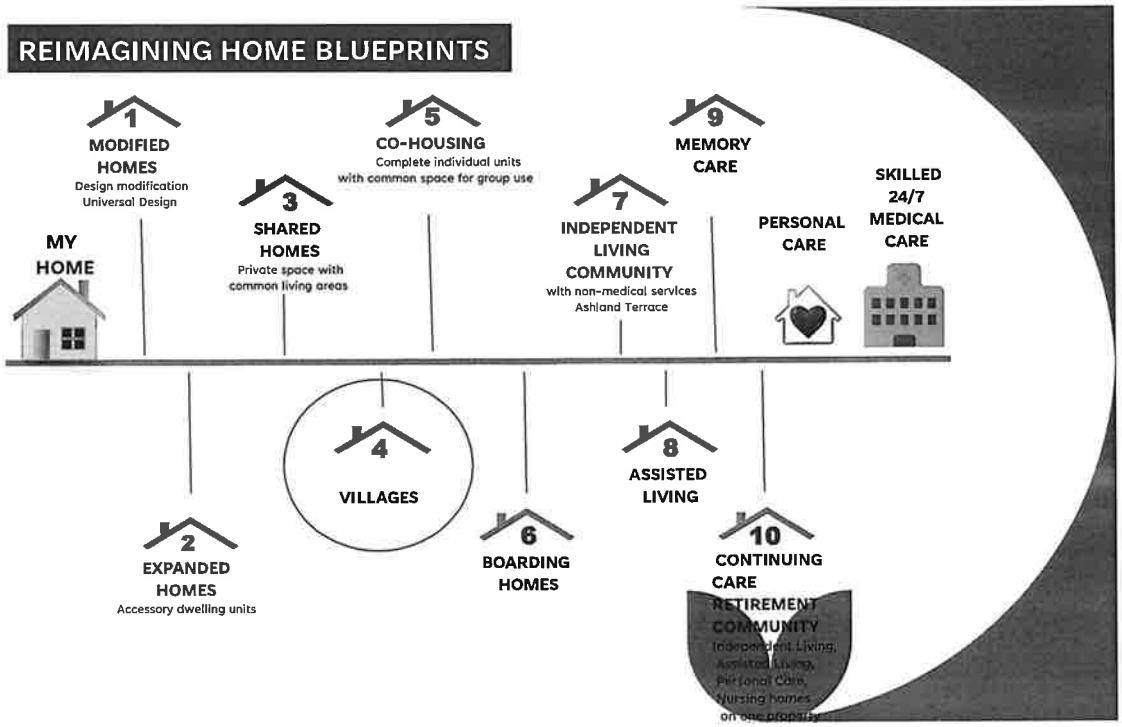
- Seniors (60+)
- Functionally disabled (that can be people with disabilities)
- Caregivers
- People who are Economically disadvantaged
- Individuals who are socially isolated or lonely

People

individuals



REIMAGINING HOME BLUEPRINTS



What is a Village

Maybe do a side-by-side comparison of a "village" and A Caring Place Village

We Are A Village

A Caring Place is a community-based, nonprofit, grassroots organizations formed through a cadre of caring people who want to change the paradigm of aging.

Currently we have over 150 volunteers and over 100 participants that we serve.

Currently, we have no paid staff, and receive our funds through grants, individual donations, and events.



Impact



What A Caring Place has accomplished

https://www.guidestar.org/Profile/84-3093905

How ACP measures its results	2020	2021	2022	2023
Participants who feel more cared for	48/48	54/57	63/66	81/82
Number of youth who volunteer/participate in community service	40	45	50	12
Hours of support group services offered	3,727	4,962	4,763	6,128
Total revenue earned to support advocacy efforts	$17,500	$33,534	$37,203	$46,697

Testimonials

1. 12/25/2019: "Oh my gosh, was just getting ready to eat my crackers, when all of a sudden, here comes Christmas. I can't believe it. And, with turkey!!!!"(88 y.o. lady at Xmas, living alone, socially isolated. Meals were crackers and peanut butter.)

2. 6/21/2020: "I do not know what I would do without A Caring Place. You have become my family". (72 year old retired nurse. Family lives in other States. She lives independently)

3. 2/14/22: "My very first Valentine card. I can't believe it (said while laughing). Had to wait 78 years to receive my first Valentine card. I love you too" (Velta Anderson, 76 year old Native American, living on the edge of homelessness)

4. 3/01/23: "Walter doesn't mind if I no longer have half my chin or lower teeth. He loves me anyway, and I love him"(Paulette B: oral Cancer, and radical surgery)

5. 7/13/24: "My mother appreciated you so much. You made her feel she was still making meaningful contributions. I don't know how she would have managed without A Caring Place in her life (Judith Bradley's daughter, after Judy passed away)

Survey of Stonewall Neighborhood

1. 48 participants responded to a survey.
- Get-together with neighbors for a beverage at a restaurant – 22 responses
- Exercise (walking, swimming, yoga, etc.) – 22 responses
- Volunteering opportunities – 20 responses
- Discussion groups on topics of interest – 19 responses
- Book discussion – 17 responseso
- Games (cards, board games, chess) – 16 responses
- Hobbies and crafts – 16 responses

2. Small study indicated varying types of socialization activities were requested
3. Participants were willing to pay for this service.



Comparison with other Villages





Location of Villages

1. Started in Beacon Hill Massachusetts in 2001
2. Two hundred currently throughout the US
3. Kentucky has (2) Villages - Bardstown & Prestonsburg
4. Louisville is currently starting a Village



Outcome of other Villages

1. A 2010 survey by AARP found that nearly 90% of older adults in America want to stay in their homes and communities as they age. The Village model helps older adults to age in a place of their choosing, connected to their communities with the practical supports and tools they need to create successful aging of their own design.

2. Villages are well positioned to improve the population health of the communities they serve. In Britain and the United States, roughly one in three people older than 65 live alone, and in the United States, half of those older than 85 live alone. Studies in both countries show the prevalence of loneliness among people older than 60 ranging from 10% to 46%. The Village Model works! Village members consistently report a positive impact on their well-being and quality of life as a direct result of their participation in their Village.

"Villages are instrumental in helping people remain in their homes and independent in their communities." - Ilene Henshaw, AARP, Department of Government Affairs.



Structure of a Village Model

Per Barbara Sullivan, Executive Director of the Village to Village Network, the most common structure for a Village Model is a Hub and Spoke

The hub is a non-profit, that neighborhood associations or groups can join as Associate Members to reap the benefits of being a non-profit, such as fund development and optimization of resources.

Spokes would be the Neighborhood groups either physical or virtual that would connect to the Hub (A Caring Place). We have the opportunity to spread our values throughout LFUCG.

Can you begin to reimagine our town to be a more friendly, less lonely place for our elderly and disabled who would like to age in place?

The "Ask"

Questions we do not know:

a. Which neighborhoods to involve?
b. What services, other than our core services, should we provide?
c. What should the cost be per member, should it be a sliding scale?
d. What staff do we need to manage the 'spokes', and should it be a paid position?

*according to www.mfn.com/Kentucky-feasibility-study/

Feasibility study is needed

According to Market Feasibility Network (MFN), the cost of a feasibility study in Kentucky for our organization is approximately $150,00 *.

A Caring Place is asking for a minimum of $150,000 to contract with a skilled individual or group to conduct a feasibility study.

A feasibility study will help us minimize risks, optimize resources, and increase the likelihood of our success.

*according to www.mfn.com/Kentucky-feasibility-study/

Final Takeaways



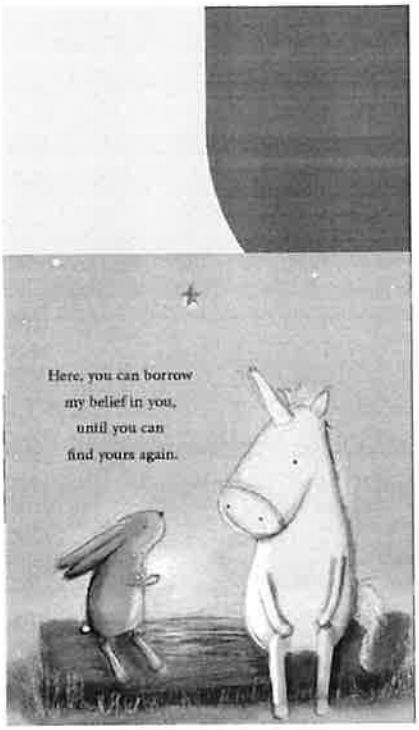


Summary

- A Caring Place Village will be a membership-based organization that brings Villages together to share best practices for enabling older adults to live independent, healthy, purposeful lives with connections to their communities. We will provide expert guidance, resources and support to help our community establish and maintain a thriving Village, and we champion the Village model at state and national levels as a best practice for healthy, vibrant aging.

Thank you

Roxanne L Cheney
e: info@acaringplace.com
p: 859-368-2656
https://SupportACaringPlace.org



FARO Technologies Inc
125 Technology Park, Lake Mary FL
32746-6204
Phone No: 407-333-9911

Resolution # 008-2025
Contract #001-2025

Account Manager: Richard Britt
Email: richard.britt@faro.com
Sales Support: Cindy Clarke
Contact Person: Chris Sizemore

Quotation No: 04322379
Quotation Date: 10/07/2024
Expiration Date: 11/06/2024

Lead Time: 2-6 weeks
Ship: Standard/Ground
Payment Terms: 30 Days net
Delivery Terms: Free Carrier

Bill To:	Ship To:
Lexington-Fayette Urban County Governmen 200 E Main St Lexington,KY,40507-1310 US	Lexington-Fayette Urban County Governmen Lexington,United States 150 E Main St Lexington,KY,40507-1318 US

Notes:

UNIT COSTS				
ITEM NO.	DESCRIPTION	QTY	UNIT PRICE	TOTAL AMOUNT
SMAR0900-1Y SCENE	**SCENE MAINT - 1Y RNWL** Contract Date: 01/01/2025 - 12/31/2025 991906930131125617	1	$ 1,250	$ 1,250
SMAR51007-1Y	**FARO Zone 3D Expert Maintenance Rnwl 1Y** Zone 3D Expert annual maintenance renewal includes product updates and upgrades (as available), including top tier technical support for one (1) year. Customer must be on the most current software release to purchase this plan. Contract Date: 01/01/2025 - 12/31/2025 DME5O368RFY7XU9GKV	1	$ 990	$ 990

Check Payments:
FARO Technologies, Inc.
PO Box 116908
Atlanta, GA 30368-6908

FARO Technologies Inc., 125 Technology Park, Lake Mary FL 32746-6204
Electronic Payments:
FARO Technologies, Inc.
ABA: 061000104
Swift Nbr: SNTRUS3A
USD Account #: 1000009578609

Phone No: 407-333-9911
www.faro.com
Nasdaq: FARO

RECURRING COSTS				
ITEM NO.	DESCRIPTION	YRS	ANNUAL PRICE	SUBTOTAL

Total Unit Price:	**$ 2,240.00**
Total Recurring Costs:	**$ 0.00**
Sub Total:	$ 2,240.00
Shipping & Handling:	$ 0.0
Total Excluding Tax:	$ 2,240.00
Total Taxes:	$ 0.0
Total Due: (USD)	**$ 2,240.00**

****Note: Taxes on this quote are budgetary estimates and are not binding. Taxes charged will be based on applicable tax rates assessed at the time of final invoice.**

Quote, including negotiated terms and conditions attached, accepted

Signature: Linda Gorton **Print:** Linda Gorton
Title: Mayor **Date:** 1/24/2025
Accounts Payable Name:_____ **Email:**_____

Do you require a PO number to be referenced on the invoice ( ) No ( ) Yes - PO #:_____

The following article contains all our calibration information under their respective product headings
https://knowledge.faro.com/Essentials/Hardware/Compensation_Calibration_and_Certification_Standards_for_FARO_Devices

MAYOR LINDA GORTON

LEXINGTON

KACY-ALLEN BRYANT
COMMISSIONER
SOCIAL SERVICES

TO: Mayor Linda Gorton
Honorable Members, Urban County Council

FROM: Kacy Allen-Bryant, Commissioner of Social Services

DATE: January 3, 2025

SUBJECT: Agreement with A Caring Place, Inc.

Request:

Request Council authorization to approve the agreement with A Caring Place, not to exceed a cost of $150,000.

Why Are You Requesting?

A Caring Place Village Hub is a 501(c)3 organization that is community based and is comprised of like-minded people, who are over the age of 60 and/or are disabled, who are interested in aging-in-place. These funds will be used to conduct a feasibility study, including an analysis regarding the most effective method of structuring the Hub which will be based on assessment of needs and comparison of similar villages in terms of city population and diversity. The study will survey at least 20 neighborhoods in geographically diverse areas of the county. Each Council Member's District shall be represented.

The term of the agreement is for a period of two years, beginning upon the date of signature by the Mayor. This Agreement may be terminated by either party with 30 days written notice.

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

$150,000 for FY25. No future costs expected.

Are the funds budgeted?

Yes, in 1101-606102-6051-71299.

File Number: 0005-25

Director/Commissioner: Kristy Stambaugh / Kacy Allen-Bryant

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 1024-25

File ID:	1024-25	**Type:**	Agenda Item	**Status:**	Agenda Ready
Version:	1	**Contract #:**		**In Control:**	Finance
				File Created:	10/20/2025
File Name:	General Term Orders (CY2026) Fayette County Clerk			**Final Action:**	

Title:

Authorization to execute the 2026 General Term Orders for the Fayette County Clerk, subject to the limits for each category as specified in the General Term Orders and the requirements established by law. No budgetary impact. (L1024-25)(Hensley)

Notes: RIO 10/31/2025. MS

Sponsors:		**Enactment Date:**	
Attachments:	Memo CY26 GTO Fayette County Clerk.pdf, CY26 GTO Fayette County Clerk	**Enactment Number:**	
Deed #:		**Hearing Date:**	
Drafter:	Robin Adams	**Effective Date:**	

History of Legislative File

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

Text of Legislative File 1024-25

Title

Authorization to execute the 2026 General Term Orders for the Fayette County Clerk, subject to the limits for each category as specified in the General Term Orders and the requirements established by law. No budgetary impact. (L1024-25)(Hensley)

Summary

Authorization to execute the 2026 General Term Orders for the Fayette County Clerk, subject to the limits for each category as specified in the General Term Orders and the requirements established by law. No budgetary impact. (L1024-25)(Hensley)

Budgetary Implications: N/A

Advance Document Review:

Law: No

Risk Management: N/A

Fully Budgeted: N/A

Account Number: N/A

This Fiscal Year Impact: N/A

Annual Impact: N/A

Project:

Activity:

Budget Reference:

Current Balance:

MAYOR LINDA GORTON

LEXINGTON

ERIN HENSLEY
COMMISSIONER
FINANCE

TO: Mayor Linda Gorton
Members, Urban County Council

FROM: Erin Hensley
Erin Hensley, Commissioner of Finance

DATE: October 20, 2025

SUBJECT: General Term Orders – 2026 Fayette County Clerk

Request

Authorization to execute the 2026 General Term Orders for the Fayette County Clerk.

Why are you requesting?

Department needs this action completed because approval is needed for the expenditures of this office to be processed by the Department of Local Government. The following table summarizes the revised budget outlined in the GTO.

		2026 GTO – COUNTY CLERK
Receipts		$7,000,000.00
Surplus		$1,700,000.00
Total Funds Available		$8,700,000.00
Personnel		$6,700,000.00
Operating		$ 950,000.00
Equipment		$1,042,000.00
Discretionary Funds		$ 8,000.00
Total Expenditures		$8,700,000.00

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

The cost for this FY is: N/A

The cost for future FY is: N/A

Are the funds budgeted?

The funds are budgeted: N/A

Account number: N/A

File Number: 1024-25
Commissioner: Erin Hensley

GENERAL TERM ORDER

County of Fayette

Office of County Clerk

Date October 3, 2025
Order Authorizing Expenditures
Calendar Year 2026

Comes, Susan Lamb, in person and writing filed, in accordance with KRS 64.345, requesting the authorization of expenditures for his/her office for the calendar year 2026.

Whereas, the receipts, to the 75% account, of the office of the County Clerk for the calendar year 2024 were $ 6,838,382.03, and for the calendar year 2025 were $ 7,600,000.00 (est.), and, whereas, I estimate the receipts for the calendar year 2026 to be $8,700,000.00.

Estimated Receipts Calendar Year 2026	$ 7,000,000.00
Surplus or (Deficit) December 31, 2025	$ 1,700,000.00
Estimated Funds Available Calendar Year 2026	$ 8,700,000.00

It is hereby moved that the County Clerk be allowed to expend the total sum of $8,700,000.00 for the operation of the office during the calendar year 2026. It is hereby further requested that this total sum of $8,700,000.00 be allocated as follows:

Salaries and Employer's Share of F.I.C.A., Retirement & Insurance	$ 6,700,000.00
Regular Office Expenses	$ 950,000.00
Equipment	$ 1,042,000.00
Discretionary Funds	$ 8,000.00
Total	$ 8,700,000.00

The County Clerk further requests, that with the amount of $6,700,000.00 requested for salaries, F.I.C.A., Retirement and Insurance that he/she be allowed to employ up to 80 deputies with the understanding that all deputies will serve at the pleasure of the said County Clerk with the County Clerk having full power of substitution from time to time as he/she may see fit. Finally, the County Clerk requests discretionary funds of $8,000.00 for personnel support in the form of retirement and holiday celebrations, professional development, wellness program, and other related incidental expenses.

Respectfully submitted,

Susan Lamb

Susan Lamb, Fayette County Clerk

APPROVED AND ORDERED BY:

_____

Linda Gorton, Mayor

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 1025-25

File ID:	1025-25	**Type:**	Agenda Item	**Status:**	Agenda Ready
Version:	2	**Contract #:**		**In Control:**	Grants and Special Programs
				File Created:	10/21/2025
File Name:	Request Council authorization to execute and submit a grant application to the Kentucky State Police-Vehicle Enforcement Division, to provide any additional information requested in connection with this grant application and if offered, to accept this gra			**Final Action:**	

Title: Authorization to execute and submit a grant application to the Kentucky State Police-Vehicle Enforcement Division, to provide any additional information requested in connection with this grant application and, if offered, to accept federal funds in the amount of $64,864.10 for the continued operation of the Motor Carrier Safety Assistance Program for FY 2025. The acceptance of which obligates the Urban County Government for the expenditure of $3,413.90 in local match. Budget amendment in progress. (L1025-25)(Weathers/Armstrong)

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	25 - Blue Sheet Memo MCSAP, BA 13967, FMCSA Lexington BASIC25 MOA--updated date and UEI Title, Draft_PON2_520_2600000732_1_PO_CNTRCT_FORM	**Enactment Number:**	
Deed #:		**Hearing Date:**	
Drafter:	Katrina James	**Effective Date:**	

History of Legislative File

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

Text of Legislative File 1025-25

Title

Authorization to execute and submit a grant application to the Kentucky State Police-Vehicle Enforcement Division, to provide any additional information requested in connection with this grant application and, if offered, to accept federal funds in the amount of $64,864.10 for

the continued operation of the Motor Carrier Safety Assistance Program for FY 2025. The acceptance of which obligates the Urban County Government for the expenditure of $3,413.90 in local match. Budget amendment in progress. (L1025-25)(Weathers/Armstrong)

Summary

Authorization to execute and submit a grant application to the Kentucky State Police-Vehicle Enforcement Division, to provide any additional information requested in connection with this grant application and, if offered, to accept federal funds in the amount of $64,864.10 for the continued operation of the Motor Carrier Safety Assistance Program for FY 2025. The acceptance of which obligates the Urban County Government for the expenditure of $3,413.90 in local match. Budget amendment in progress. (L1025-25)(Weathers/Armstrong)

Budgetary Implications: Yes

Advance Document Review:

Law: Yes, Completed by William Razor, 10/15/2025

Risk Management: N/A

Fully Budgeted : Budget amendment is in process and grant match is budgeted

Account Number: 3160-505501-5511-XXXXX

This Fiscal Year Impact: $68,278.00

Annual Impact: $0

Project: MCSAP_2025

Activity: FED_GRANT

Budget Reference: 2025

Current Balance: BA in process

MAYOR LINDA GORTON

LEXINGTON

THERESA REYNOLDS
DIRECTOR
GRANTS & SPECIAL PROGRAMS

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

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

DATE: **OCTOBER 17, 2025**

SUBJECT: **Motor Carrier Safety Assistance Program – FY 2025**

Request: Council authorization to execute and submit a grant application to the Kentucky State Police-Vehicle Enforcement Division, to provide any additional information requested in connection with this grant application and if offered, to accept this grant of federal funds in the amount of $64,864.10 for the continued operation of the Motor Carrier Safety Assistance Program (MCSAP) for FY 2025. The acceptance of which obligates the Urban County Government for the expenditure of $3,413.90 in local match.

Purpose of the Request: The Division of Police has prepared an application for submission to the Kentucky State Police--Commercial Vehicle Enforcement Division to continue operation of the Motor Carrier Safety Assistance Program (MCSAP) in the Division of Police for FY 2025. The program was created in FY95 to reduce the number of commercial vehicle collisions and the deaths and injuries associated with these collisions. The program will continue to conduct motor carrier inspections on interstate and non-interstate highways; expand database as it relates to inspections, collisions, fatalities and vehicles taken out of service; training of new officers for the MCSAP; and the entry of inspection results into computerized system for submission to the Kentucky State Police.

What is the cost in this budget year and future budget years? Federal funding in the amount of $64,864.10 will be used for officers' overtime, Medicare, unemployment, and equipment. $3,413.90 match is required. Total cost of the project is $68,278.00. The source of federal funds is the Federal Highway Administration. Future years funding is dependent upon availability of grant funding.

Are the funds budgeted? Budget amendment is in process and grant match is budgeted in 1101-505501-5511-78201.

File Number: 1025-25

Director/Commissioner: Weathers/Armstrong

Search in Menu

LFUCG Budget Amendment Request Form

New Window | Help | Personalize Pag

Requester: Willis,Desiree **Date:** 10/21/2025 **Status:** Pending Approval **Amend Nbr:** 13967

Business Unit: LFUCG **Journal Date:** 10/21/2025 **Budget Period:** 2026 **Bid:** ☐ **Admin Review:** ☐

Personnel, Operating & Capital Accounts

Personalize | Find | View 3 | First 1-7 of 7 Last

	Fund	Dept	Section	Account	Description	Amount	Division	Department	Journal ID
1	3160	505501	5511	63131	Police and Fire Sworn	1,200.00	TPERKINS	KARMSTRO	
2	3160	505501	5511	63155	OT F & P-Unsch Not Pen Eligibl	63,307.00	TPERKINS	KARMSTRO	
3	3160	505501	5511	63513	Pension - Police/Fire	665.00	TPERKINS	KARMSTRO	
4	3160	505501	5511	63616	BP - P & F	1,100.00	TPERKINS	KARMSTRO	
5	3160	505501	5511	63622	Unemployment Insurance	98.00	TPERKINS	KARMSTRO	
6	3160	505501	5511	63624	Medicare Expense	908.00	TPERKINS	KARMSTRO	
7	3160	505501	5543	75101	Operating Supplies and Expense	1,000.00	TPERKINS	KARMSTRO	

Revenue Accounts

Personalize | Find | View All | First 1-2 of 2 Last

	Fund	Dept	Section	Account	Description	Amount	Division	Department	Journal ID
1	3160	505501	5511	44010	Intergovernmental - Federal	64,864.10	TPERKINS	KARMSTRO	
2	3160	505501	5511	45911	Transfer From General Service	3,413.90	TPERKINS	KARMSTRO	

Project/Grant Revenue

Project/Grant Expenditures

Comments:

To establish grant budget for Motor Carrier Safety Assistance Program, MCSAP_2025.

Net Amend Amt: 0.00

Submit for Approval

Save Add

Memorandum of Agreement

This Memorandum of Agreement (Agreement, Contract, or MOA) is entered into, by and between the Commonwealth of Kentucky, Kentucky State Police ("the Commonwealth") and Lexington Fayette Urban County Government ("the Contractor") to establish an agreement for the performance and administration of the Commonwealth's Motor Carrier Safety Assistance Program ("MCSAP"). The initial MOA is effective from December 01, 2025, through September 30, 2027.

Federal award identification:

1. Subrecipient name (which must match the name associated with its unique entity identifier): Lexington Fayette Urban Coounty Government
2. Subrecipient's unique entity identifier: VM1GLHWXZA96
3. Federal Award Identification Number (FAIN): 69A3602531606MCG0KY
4. Federal Award Date (see the definition of Federal award date in § 200.1 of this part) of award to the recipient by the Federal agency): April 28, 2025.
5. Subaward Period of Performance Start and End Date: December 01, 2025, through September 30, 2027
6. Subaward Budget Period Start and End Date: December 01, 2025 through September 30, 2027
7. Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient: $68,278.00.
8. Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current financial obligation: $64,864.10.
9. Total Amount of the Federal Award committed to the subrecipient by the pass-through entity: $68,278.00.
10. Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA): Motor Carrier Safety Assistance Program (MCSAP) related activities.
11. Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity: United States Department of Transportation, Federal Motor Carrier Safety Administration ("FMCSA"), The Kentucky State Police, Major Emily Horton.
12. Assistance Listings number and Title; the pass-through entity must identify the dollar amount made available under each Federal award and the Assistance Listings Number at time of disbursement: 20.218 Motor Carrier Safety Assistance
13. Identification of whether the award is R & D; Not Applicable.
14. Indirect cost rate for the Federal award (including if the de minimis rate is charged) per § 200.414.
    a. As required by 2 CFR 200.331(a)(4), the indirect cost rate(s) for this project at the time the agreement is written is zero percent (0%). This rate may change during the term of this Agreement upon notice to the Commonwealth and the Commonwealth's subsequent written approval.
    b. If the approved rate(s) change(s) during the term of this Agreement, Agency shall invoice the Commonwealth using the current indirect cost rate(s) for the project on file with the Commonwealth at the time the work is performed. If Agency does not have approved indirect cost rate(s) on file with the Commonwealth at the time the work is performed, Agency shall invoice the Commonwealth using a zero percent (0%) rate.

Definitions:

For the purposes of this agreement, the definitions listed in this section shall represent the common and exclusive understanding of the parties hereto. The singular and plural form, as well as the small or upper case, of any defined term can be used interchangeably regardless of whether the definition refers to the singular or plural term, or uses the small or upper case, and pronouns shall be deemed to include all genders.

1. “Agreement,” Contract,” and “MOA” shall mean this document establishing the conditions of the subaward provided by the Commonwealth to a subrecipient for the subrecipient to carry out part of a Federal award received by the Kentucky State Police which is acting as a pass-through entity. Per the United States Department of Justice (DOJ) Grants Financial Guide, a subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.
2. “Contractor” shall mean a designated agency that has received a subaward subject to oversight by the Commonwealth of Kentucky, Kentucky State Police.
3. “FMCSA” shall mean the Federal Motor Carrier Safety Administration.
4. “MCSAP” shall mean the Federal Motor Carrier Safety Assistance Program and corresponding statutes and implementing regulations.
5. “Technical Assistance” shall mean the sharing of information and expertise, instruction, skills training, and transmission of working knowledge, including, but not limited to:
    a. Program technical assistance related to the methods of carrying out the program.
    b. Financial technical assistance related to the methods used to manage the federal funds received by the sub-recipient.

Scope of Services:

The primary objective of the project is to help reduce the number and severity of collisions and hazardous materials incidents involving commercial motor vehicles (CMV). The goal of the MCSAP is to reduce CMV-involved collisions, fatalities, and injuries through consistent, uniform, and effective CMV safety programs.

The Commonwealth shall:

1. Have sole discretion to determine whether the Contractor’s expenditures referenced in this contract are reasonable, allowable, and in compliance with the terms and conditions set out in this MOA.
2. Develop and implement a risk-based monitoring plan to evaluate Contractor in accordance with the requirements of 2 C.F.R. § 200.332.
3. Evaluate each Contractor's risk of noncompliance with Federal statutes, regulations, and the terms and conditions of the contract for purposes of determining the appropriate subrecipient monitoring schedule as described in 2 C.F.R. § 200.332 (d) and (e).
4. Conduct regular desk monitoring and on-site monitoring of all contracts in accordance with the Commonwealth’s risk-based monitoring schedule or in response to an emergent issue.
5. In furtherance of the Commonwealth's contractual obligations to the Federal Motor Carrier Safety Administration (FMCSA), and in recognition of the Commonwealth’s responsibility to coordinate the motor carrier safety activities of the Contractor, coordinate and assist Contractor in the preparation and timely submission to the Commonwealth of required safety program documentation.
6. Monitor the activities of the Contractor as necessary to ensure that the funds related to the contract are used for authorized purposes, in compliance with statutes, regulations, and the terms and conditions of the contract, and that contract performance goals are achieved.
7. Review Budget items in the Commercial Vehicle Safety Plan ("CVSP") for their necessity and reasonableness to the operation of MCSAP activities.
8. Maintain a copy of site visit results and other documents related to contractor compliance.
9. Complete all federal reporting required as the recipient of MCSAP funds.
10. Reimburse the Contractor in accordance with the pricing section within this MOA.

The Contractor shall:

1. Agree and acknowledge that it possesses the human resources to conduct MCSAP-related activities as specified in 49 CFR 350.
2. Agree and acknowledge, as federal funds are involved in this MOA, as well as certifies compliance with, all provisions contained in Exhibit A attached hereto and incorporated fully herein by reference.

3. Pursuant to section (3)(b)(iv)(A) of Executive Order 14173, Ending Illegal Discrimination and Restoring Merit-Based Opportunity, agree that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the federal government's payment decisions for purposes of section 31 U.S.C. 3729(b)(4), and pursuant to section (3)(b)(iv)(B) of Executive Order 14173, certify that it does not operate any programs promoting diversity, equity, and inclusion (DEI) initiatives that violate any applicable Federal anti-discrimination laws.
4. Submit to KSP by April 30, 2026, a CVSP which contains elements set forth in 49 CFR 350.209 through 49 CFR 350.213.
5. Conduct MCSAP activities in accordance with 49 CFR 350, using funds only for the purposes outlined in this MOA. These activities shall be consistent with those put forth in the CVSP.
6. Provide all required financial and programmatic documentation within 30 days of the end of each quarter to allow the Commonwealth to complete all required federal reporting.
7. Agree to program monitoring of its MCSAP activities, including administrative and fiscal functions, within 90 days of the final execution of this MOA.
8. In accordance with 49 CFR 350.223, make in-kind contributions, in an amount not to exceed 5% percent of the total program costs, $3,413.90, or as specified in the budget approval letter.
9. Agree that any MCSAP funds not used by the Contractor shall not be carried forward and shall revert to KSP.
10. Agree that it shall only purchase equipment with MCSAP funds for the operation MCSAP activities that is listed in the Budget section of its CVSP.
11. Agree that if the Contractor ceases participation in MCSAP activities, any equipment purchased with MCSAP funds in excess of $5,000 shall be returned to KSP.
12. Acknowledge and agree that expenditures lacking supporting documentation may be deemed unallowable and subject to refunding to the Commonwealth at the Commonwealth's discretion.
13. Ensure that all Contractor personnel who engage in activities pursuant to this MOA are trained and certified as required by applicable law, regulation, and policy.
14. Perform the services under this MOA as a subrecipient and be exclusively responsible for all costs and expenses related to the employment of individuals to perform the work under this MOA including, but not limited to, retirement contributions, workers' compensation, unemployment taxes, and state and federal income tax withholdings.
15. Acknowledge and agree that the Commonwealth, the federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records of Contractor, which are directly pertinent to this MOA for the purpose of making audits, examinations, excerpts, and transcripts for a period of three (3) years after final payment. Copies of applicable records shall be made available upon request.
16. Acknowledge and agree as a recipient of grant funds, pursuant to this MOA with Commonwealth, Contractor assumes sole liability for Contractor's breach of the conditions of the grant, and shall, upon such breach of grant conditions that requires the Commonwealth to return funds to FMCSA, the grantor, hold harmless and indemnify the Commonwealth for an amount equal to the funds received under this MOA; or if legal limitations apply to the indemnification ability of the Contractor, the indemnification amount shall be the maximum amount of funds available for expenditure, including any available contingency funds or other available non-appropriated funds, up to the amount received under this MOA.

Pricing:

1. In consideration for the services performed, the Commonwealth agrees to reimburse Contractor, pursuant to its obligations set forth above, an amount not to exceed $64,864.10, in federal funds for personal services, performing selected enforcement work as described above. No state funds are obligated under this MOA.
2. Payments shall be made through a reimbursement process only, on a quarterly basis unless otherwise specified by the Commonwealth.
3. Contractor shall file claims for reimbursement within 30 days of the end of each quarter with submission of adequate supporting documentation of costs (e.g. payroll runs, invoices, proofs of payment, etc.).
4. Contractor shall submit the final claim for the MOA period within 30 days of the ending date.

5. The Commonwealth will provide payment within thirty (30) days of receipt of a valid, approved invoice, contingent on Contractor's submission of adequate supporting documentation of costs (e.g. payroll runs, invoices, proofs of payment, etc.).
6. Reimbursement shall be based on the Contractor's percentage effort and salary/fringe expenses.
7. No reimbursement of travel expenses will be allowed unless the expense is directly related to MCSAP-related activities as specified in 49 CFR 350.
8. The Contractor shall be reimbursed for no spending unless and except as specifically authorized by the specifications of this MOA or authorized in advance and in writing by the Commonwealth.
9. Payments shall also be contingent on the Commonwealth's receipt of Contractor's required reports and a determination by the Commonwealth that the Contractor's services are reasonable, allowable, and in compliance with the terms and conditions set forth in this MOA. The preceding sentence shall not be interpreted to foreclose a later finding by the Commonwealth that such funds were used for an unallowable cost, unreasonably, or not in compliance with the purposes and requirements set out in this MOA.

JUSTICE AND PUBLIC SAFETY CABINET, KENTUCKY STATE POLICE TERMS AND CONDITIONS

1. Contractor shall comply at all times with all applicable federal, state, and local laws and regulations as well as other controlling legal precedent.
2. Contractor shall comply with all applicable Commonwealth of Kentucky Executive Department policies and procedures, and Commonwealth Office of Technology policies and procedures.
3. Contractor shall report any and all acts and omissions constituting a violation of applicable federal, state, or local laws, policies and procedures, or this MOA, to the Commonwealth in writing within one business day of the discovery of the violation.
4. Contractor, including any subcontractors or agents of Contractor, agrees to comply with all applicable state and federal confidentiality laws, including the confidentiality provisions of the Family Educational Rights and Privacy Act and the Health Insurance Portability and Accountability Act and to protect the security, confidentiality, and integrity of such information. Contractor acknowledges and agrees that the Commonwealth shall be entitled, without waiving any other rights or remedies, to injunctive or equitable relief to enforce the requirements of this provision of this MOA.
5. Vendors and other state agencies that receive Personal Information as defined by and in accordance with Kentucky's Personal Information Security and Breach Investigation Procedures and Practices Act, KRS 61.931, et seq. ("the Act"), shall secure and protect the Personal Information by, without limitation, complying with all requirements applicable to non-affiliated third parties set for in the Act.
    - 5.1. "Personal Information" is defined in accordance with KRS 61.931(6) as "an individual's first name or first initial and last name; personal mark; or unique biometric or genetic print or image, in combination with one(1) or more of the following data elements:
        - 5.1.1. An account, credit card number, or debit card number that, in combination with any required security code, access code, or password, would permit access to an account;
        - 5.1.2. A Social Security number;
        - 5.1.3. A taxpayer identification number that incorporates a Social Security number;
        - 5.1.4. A driver's license number, state identification card number, or other individual identification number issued by an agency;
        - 5.1.5. A passport number or other identification number issued by the United States government; or
        - 5.1.6. Individually Identifiable Information as defined in 45 C.F.R. sec. 160.013 (of the Health Insurance Portability and Accountability Act), except for education records covered by the Family Education Rights and Privacy Act, as amended 20 U.S.C. sec. 1232g.
    - 5.2. As provided in KRS 61.931(5), a "non-affiliated third party" means "any person or entity that has a contract or agreement with the Commonwealth and receives (accesses, collects, or maintains) personal information from the Commonwealth pursuant to the contract or agreement."
    - 5.3. Contractor agrees to cooperate with the Commonwealth in complying with the response, mitigation, correction, investigation, and notification requirements of the Act.
    - 5.4. Contractor shall notify as soon as possible, but not to exceed seventy-two (72) hours, the

Commonwealth, the Commissioner of the Kentucky State Police, the Auditor of Public Accounts, and the Commonwealth Office of Technology, of a determination of, or knowledge of, a breach, unless the exception set forth in KRS 61.932(2) applies and Contractor abides by the requirements set for in that exception. Notification shall be in writing on a form developed by the Commonwealth Office of Technology

5.5. Contractor agrees to undertake a prompt and reasonable investigation of any breach as required by KRS 61.933.

5.6. Upon conclusion of an investigation of a security breach of Personal Information as required by KRS 61.933, Contractor agrees to an apportionment of the costs of the notification, investigation, and mitigation of the security breach.

5.7. In accordance with KRS 61.932(2)(a), Contractor shall implement, maintain, and update security and breach investigation procedures that are appropriate to the nature of the information disclosed, that are at least as stringent as the security and breach investigation procedures and practices established by the Commonwealth Office of Technology.

6. Contractor agrees that Contractor will not distribute, divulge, publish, or release any data or information obtained from or owned by the Commonwealth without the prior written approval of the Commonwealth unless compelled to do so by law or by a judicially signed order from a court of competent jurisdiction. Contractor acknowledges that Contractor receives the Commonwealth's data or information solely for the purposes of this MOA, and that Contractor's receipt of the Commonwealth's data or information in no way creates any ownership interest in the Commonwealth's data or information, unless explicitly provided otherwise within the terms and conditions of this MOA.
7. Contractor shall ensure that any and all access to Commonwealth data by Contractor's personnel is limited to only those personnel with a necessary and essential purpose to fulfill the terms and conditions within this MOA.
8. Contractor shall not utilize Commonwealth data for the Contractor's benefit except as contemplated within and pursuant to the terms and conditions of this MOA. Contractor agrees that Contractor shall not sell or resell any Commonwealth data.
9. Contractor shall ensure that any and all data transmitted and received on behalf of and as directed by the Commonwealth is transmitted and received only via secure methods and protocols.
10. Upon the expiration of the term of this MOA, unless it is renewed prior to its expiration, Contractor shall either: (1) return any and all data provided by the Commonwealth, destroy any and all copies of the data in whatever form they occur, complete the attached Data Destruction Certification, and submit the certificate to the Commonwealth no less than 7 calendar days after expiration of this MOA; (2) destroy the data, including any and all copies of the data in whatever form they occur, without returning the data to the Commonwealth, complete the attached Data Destruction Certification, and submit the certificate to the Commonwealth no less than 7 calendar days after expiration of this MOA; or (3) retain the data subject to the terms of this MOA regarding data ownership, privacy, and breach. The Commonwealth retains discretion to choose the option that shall be performed. In the event that the Commonwealth has not communicated which option should be followed, then the default option shall be the actions listed in option (1).
11. The parties agree that they receive all information communicated between them before the execution of this MOA in strict confidence and that the receiving party, its agents, or employees shall not, without prior written consent of the other party, disclose any such information, subject to Commonwealth of Kentucky and federal disclosure laws.
12. Contractor shall not represent that a working copy, draft, or the finalized version of this MOA is identical to a previous iteration of this MOA if they have made edits since the last iteration. Contractor shall clearly present all edits, either through editing functions in word processing software, or as a list provided contemporaneously with the most recently edited iteration.
13. During the term of this MOA, Contractor shall be authorized in Contractor's sole discretion to discipline, terminate, or take any other personnel action against Contractor's personnel. Upon communication by Commonwealth of an issue with Contractor's personnel, Contractor shall have the sole authority to take action to effect a solution.
14. This MOA shall not, in any way, be construed so as to create an employment relationship, partnership, or any kind of joint undertaking or venture between the Parties hereto.
15. At no point shall the Contractor or Contractor personnel be considered an employee of the Commonwealth for any purpose, including but not limited to unemployment, taxes, withholding, health

insurance, liability, retirement, workers' compensation, vacation, sick or other leave, the Family Medical Leave Act, accrued benefits, evaluations, or any other purpose.

16. Nothing in this MOA shall be construed, in any way, as granting to any individual providing services under this MOA any of the claims, privileges, or rights established or recognized under KRS Chapter 16, KRS Chapter 18A, or KAR Title 101.
17. In no event shall any person or entity be deemed to be a third-party beneficiary of this MOA.
18. To the extent permitted by law, Contractor agrees to indemnify and hold harmless the Commonwealth against any and all claims, losses, demands, obligations, and litigation, including attorneys' fees, that result from or by: (1) goods tendered and services rendered by the Contractor or any subcontractor in connection with performance of this MOA; (2) any and all bad-faith, erroneous, negligent, reckless, and unlawful acts and omissions of the Contractor and any subcontractor, including but not limited to any officers or employees, in the performance of this MOA; (3) the Contractor's or any subcontractor's creation of a hazardous condition or exacerbation of a pre-existing hazardous condition; (4) the Contractor's or any subcontractor's publication, translation, reproduction, delivery, performance, use, or disposition, of any data processed under the contract in a manner not authorized by the contract, or by federal or Commonwealth regulations or statutes; (5) the Contractor's employment practices during the term of this MOA; and (6) any failure of the Contractor and any subcontractor, including but not limited to any officers or employees, to observe federal, state, and local laws, including but not limited to labor laws and minimum wage laws.
19. Contractor acknowledges that the Commonwealth may execute agreements with other vendors for additional or related goods and services that are the same or address, interact with, or otherwise regard this MOA. Contractor shall fully cooperate with such other vendors and vendor personnel, agents, and designees. Contractor shall not commit any act; allow any omission; or permit its personnel, agents, or designees to commit any act or allow any omission that will interfere with the performance of work by any other vendor or any other vendor's personnel, agents, or designees.
20. Each party shall provide a contact to resolve any and all issues related to this MOA and promptly update the contact information as necessary.
21. All notices under this MOA shall be given in writing. Electronic mail constitutes a writing.
22. No change, waiver, or discharge of any liability or obligation under this MOA on any one or more occasions by the Commonwealth shall be deemed a waiver by the Commonwealth of performance of any continuing or other obligation, or shall prohibit the Commonwealth's enforcement of any obligation, on any other occasion.
23. No party shall assign and/or subcontract its respective rights or obligations under this MOA without prior written consent of the other party. Any purported assignment, subcontract, or delegation in violation of this MOA is void.
24. The terms and conditions of this MOA may only be amended by mutual written consent of both parties.
25. Contractor agrees that any and all violations of this MOA may result in the immediate termination of this MOA.
26. If any term or provision or any part of this MOA is declared invalid or unenforceable, the remainder of this MOA shall not be affected, and each term and provision of this MOA shall be valid and enforceable to the fullest extent permitted by the law.
27. This MOA is the final and exclusive agreement between the parties. All prior negotiations and agreements are superseded by this MOA.
28. Nothing in this MOA shall be deemed to waive, or otherwise limit, the rights, privileges, immunities, including sovereign immunity granted under Kentucky Constitution §§ 230 & 231 and the United States Constitution Eleventh Amendment, and matters of defense now available or hereafter made available to the Commonwealth and/or its officers and employees.
29. Contractor shall ensure that all subcontractors comply with the provisions of this MOA.

EXHIBIT A

Federal Motor Carrier Safety Administration,
Financial Assistance Agreement General Terms and Conditions*

**Note: the following Federal Award Conditions are provided verbatim, with the exception of Section 20 below, which includes language required by DOT Order No. 1050.2A, from the Federal Motor Carrier Safety Administration Financial Assistance Agreement General Terms and Conditions provided by the United States Department of Transportation. This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions. For purposes of this subaward, within the federal General Terms and Conditions provided by the United States Department of Transportation, "Recipient" refers to the Commonwealth of Kentucky, Kentucky State Police and "Subrecipient" refers to the LEXINGTON FAYETTE URBAN CO GOVERNMENT. Any condition imposed on the Recipient herein is likewise imposed on the Subrecipient.*

Section 1. Grant Authority

a. Contract Authority.

The Infrastructure Investment and Jobs Act (IIJA), Public Law 117-58, grants FMCSA contract authority. As codified in 49 U.S.C. §31104, the Secretary of Transportation's approval of the grant funds made available imposes a contractual obligation upon the United States for payment of the Government 's share of costs in carrying out the grant objectives.

b. Lapse in Appropriations and/or Authorization.

Except in limited circumstances, the absence of FMCSA appropriations and/or authorization prevents the continuation of Federal supervision and support to the performance of a grant. In the absence of such supervision or support, the Recipient may only continue to proceed with its work if (1) the performance of such grant is not incurring obligations from the lapsed appropriations; (2) if continued grant management supervision or support is not critical to the Recipient's continued performance of the work; (3) and FMCSA has approved the continuation of such work. FMCSA will make such determinations in accordance with the Executive Office of the President, Office of Management and Budget.

Section 2. Effective Date.

Recipient acknowledges that Federal funds are obligated on the effective date of the Grant Agreement. The effective date is the date that the Grant Agreement contains the authorized signatures of both parties to this agreement. Where the dates accompanying the signatures differ from party to party, the effective date of the Grant Agreement shall be the most recent of these dates.

Section 3. Electronic Signatures.

The Recipient understands that electronic signatures are binding. An electronic signature to the Grant Agreement commits the Recipient to these Provisions and Assurances, as well as all requirements denoted in Section 4.

Section 4. General Requirements.

a. Obligation of Recipient to Comply.

The Recipient shall ensure that Federal funding is expended in full accordance with the United States Constitution, Federal law, and statutory and public policy requirements: including but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination; and Recipient will cooperate with Federal officials in the enforcement of Federal law, including cooperating with and not impeding U.S. Immigration and Customs Enforcement (ICE) and other Federal offices and components of the Department of Homeland Security in and the enforcement of Federal immigration law including but not limited to:

- Bringing in and harboring certain aliens – 8 U.S.C. 1324
- Aiding or assisting certain aliens to enter – 8 U.S.C. 1327

The Recipient understands that by signing the Grant Agreement, the Recipient is agreeing to carry out the approved project plan and the approved budget and to comply with all applicable Federal laws and requirements imposed by the FMCSA concerning special requirements of law, program requirements, and other administrative requirements. This includes, but is not limited to: (1) 49 U.S.C. chapters 311 and 313 (2016), as applicable and denoted in the Notice of Grant Agreement; (2) IIJA; (3) U.S. Department of Transportation (DOT) regulations; (4) Federal Financial Assistance regulations (2 C.F.R. part 200); and (5) the Federal Grant and Cooperative Agreement Act of 1977.

For all Federal awards, compliance with statutory and national policy requirements also includes the provisions of the Federal Funding and Accountability Transparency Act (FFATA), which includes requirements on executive compensation, and also requirements implementing the Act for the non-Federal entity, codified at 2 C.F.R. part 25 and 2 C.F.R. part 170. See also statutory requirements for whistleblower protections at 10 U.S.C. §§ 2324 and 2409 and 41U.S.C. § § 4304, 4310, and 4712.

b. Application of Federal, State, and Local Laws and Regulations.

i. Federal Laws.

The Recipient understands that Federal laws, Executive Orders, regulations, policies, and related administrative practices applicable to this Agreement on the date the Agreement was executed may be modified from time to time. The Recipient agrees that the most recent of such Federal requirements will govern the administration of this Agreement at any particular time. Likewise, new Federal laws, Executive Orders, regulations, policies, and administrative practices may be established after the date the Agreement has been executed and may apply to this Agreement. To achieve compliance with changing Federal requirements, the Recipient agrees to include in all Subrecipient agreements and third-party contracts financed with FMCSA assistance, specific notice that Federal requirements may change and the changed requirements will apply to the Project as required. All limits or standards set forth in this Agreement to be observed in the performance of the Project are minimum requirements.

ii. State or Territorial Law and Local Law.

Except to the extent that a Federal statute or regulation preempts State or territorial law, nothing in this Agreement shall require the Recipient to observe or enforce compliance with any provision thereof, perform any other act, or do any other thing in contravention of any applicable State or territorial law; however, if any of the provisions of this Agreement violate any applicable State or territorial law, or if compliance with the provisions of this Agreement would require the

Recipient to violate any applicable State or territorial law, the Recipient agrees to notify the FMCSA immediately in writing in order that FMCSA and the Recipient may make appropriate arrangements to proceed with the Project as soon as possible.

c. Subrecipients.

State Recipients shall follow State law and procedures when awarding and administering subawards to local and Indian tribal governments including 2 C.F.R. § 200.317. All other non-federal entities, including Subrecipients of a State, will follow 2 C.F.R. § 200.318, General procurement standards, through § 200.326, Contract provision, as well as the Standards for Financial and Program Management, at §§ 200.300 through 200.309. Subrecipient means a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A Subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

d. Subawards.

Subaward means an award provided by a pass-through entity to a Subrecipient for the Subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

e. Pass-Through Entity.

Pass-through entity means a non-Federal entity that provides a subaward to a Subrecipient to carry out part of a Federal program. All Pass-Through Entities must comply fully with 2 C.F.R. §§ 200.330, 200.331, 200.332, and 200.505.

f. Prohibition Against Transferring An Award.

The Recipient is prohibited from transferring or subrogating their rights and responsibilities of the grant program and funds associated with that grant to another entity. Subrogation is when a non-federal entity substitutes another entity, not awarded the subject grant by FMCSA, to a lawful claim, demand, or right, so that that entity succeeds to the rights of the other in relation to the debt or claim, and its rights, remedies, or fund access. The act of sub-awarding to a Subrecipient is not considered as the subrogation of the Recipient’s award.

Section 5. Internal Controls. The Recipient must:

a. Establish and maintain effective internal control over the Federal award that provides reasonable assurance that the non-Federal entity is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the Federal award. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States and the "Internal Control Integrated Framework," issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO);

b. Comply with Federal statutes, regulations, and the terms and conditions of the Federal awards;

c. Evaluate and monitor the non-Federal entity's compliance with statute, regulations and the terms and conditions of Federal awards;

d. Take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; and

e. Take reasonable measures to safeguard protected personally identifiable information and other information the Federal awarding agency or pass-through entity designates as sensitive or the non-Federal entity considers sensitive consistent with applicable Federal, state and local laws regarding privacy and obligations of confidentiality.

Section 6. Ethics.

a. Written Code of Ethics.

The Recipient agrees to maintain a written code or standards of ethical conduct that shall govern the performance of its officers, inspectors, investigators, employees, board members, or agents engaged in the award and administration of contracts supported by Federal funds. The code or standards shall provide that the Recipient's officers, inspectors, investigators, employees, board members, or agents may neither solicit nor accept gratuities, favors or anything of monetary value from present or potential contractors, Subrecipients, or regulated entities. The Recipient may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. As permitted by State or local law or regulations, such code or standards shall provide for penalties, sanctions, or other disciplinary actions for violations, including removal by the Recipient's officers, inspectors, investigators, employees, board members, or agents, or by contractors or Subrecipients or their agents for any real or apparent conflict of interest.

b. Personal Conflict of Interest.

The Recipient's code or standards must provide that no employee, officer, inspector, investigator, board member, or agent of the Recipient may participate in the selection, award, or administration of a contract supported by Federal funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when any of the parties set forth below has a financial or other interest in the firm selected for award:

i. The employee, officer, board member, or agent;
ii. Any member of his or her immediate family;
iii. His or her partner; or
iv. An organization that employs, is considering to employ, or is about to employ, any of the above.

c. Organizational Conflicts of Interest.

The Recipient's code or standards of conduct must include procedures for identifying and preventing real and apparent organizational conflicts of interests, such as performing consulting on motor carrier matters, or ownership of commercial trucking companies. An organizational conflict of interest exists when the nature of the work to be performed under a proposed third-party contract or subaward, may, without some restrictions on future activities, result in an unfair competitive advantage to the contractor Subrecipient or impair the contractor's or Subrecipient's objectivity in performing the contract work.

Section 7. Hatch Act.

The Recipient agrees to comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7321-7326), which limit the political activities of state or local employees whose principal employment is in connection with programs financed in whole or in part by loans or grants made by the United States or a Federal agency. The Hatch Act specifically exempts employees of educational institutions, and the Hatch is not applicable to private, nonprofit organizations unless the statutes through which the nonprofit organizations derive their federal funding contain a provision stating that the recipient organizations are deemed to be state or local government agencies for purposes of the Hatch Act. On December 19, 2012, Congress passed the Hatch Act Modernization Act of 2012 (the Act). The Act became effective on January 27, 2013. Now, only state, D.C., or local government employees whose salaries are paid for entirely by federal funds are prohibited from running for partisan office. All other state, D.C., and local employees, even if they are otherwise covered by Hatch Act restrictions are free under the Hatch Act to run for partisan office.

Section 8. Limitation on Use of Federal Funds for Lobbying for Grants in Excess of $100,000.

By signing this agreement, the Recipient declares that it is in compliance with 31 U.S.C. § 1352, which prohibits the use of federally appropriated funds to influence a Federal employee, officer, or Member of Congress in connection with the making or modification of any Federal grant, loan, contract, or cooperative agreement. Unless the payment of funds is otherwise reported to FMCSA, signing this agreement constitutes a declaration that no funds, including funds not federally appropriated, were used or agreed to be used to influence this grant.

Recipients of subawards in excess of $100,000 must make the same declarations to the Recipient. With respect to the payment of funds not federally appropriated by the Recipient and Subrecipients, the Recipient must report to the FMCSA the name and address of each person paid or performing services for which payment is made, the amount paid, and the activity for which the person was paid.

Section 9. Contracting (Federal Standards).

The Recipient and Subrecipients agree to comply with the Procurement Standards requirements set forth at 2 C.F.R. §§ 200.317 through 200.326 inclusive, whichever may be applicable, and with applicable supplementary U.S. DOT or FMCSA directives or regulations. If determined necessary for proper Project administration, FMCSA reserves the right to review the Recipient's technical specifications and requirements.

Section 10. Notification Requirement.

With respect to any procurement for goods and services (including construction services) having an aggregate value of $500,000 or more, the Recipient agrees to:

a. Specify in any announcement of the awarding of the contract for such goods or services the amount of Federal funds that will be used to finance the acquisition; and

b. Express the said amount as a percentage of the total costs of the planned acquisition.

Section 11. Debarment and Suspension.

The Recipient agrees to obtain certifications on debarment and suspension from its third-party contractors and Subrecipients and otherwise comply with U.S. DOT regulations, Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug-Free Workplace (Grants),

49 C.F.R. part 32. This action of certification shall take place for each federal year, regardless of prior certification completed for a Subrecipient or contractor.

Section 12. Notification of Third-Party Contract or Subaward Disputes or Breaches.

The Recipient agrees to notify FMCSA of any current or prospective major dispute, breach, or litigation pertaining to any third-party contract or subaward. If the Recipient seeks to name FMCSA as a party to litigation for any reason, the Recipient agrees first to inform FMCSA before doing so. This provision applies to any type of litigation whatsoever, in any forum.

Section 13. Records Retention.

a. Requirement to Retain Records.

During the course of the Project and for three years after the final Federal financial report is submitted (form SF-425), the Recipient agrees to retain intact and to provide any data, documents, reports, records, contracts, and supporting materials relating to the Project as FMCSA may require. Reporting and record-keeping requirements are set forth in 2 C.F.R. § 200.333.

b. Access to Recipient and Subrecipient Records.

The Recipient, and related subrecipients, will give FMCSA, the Secretary of Transportation, the Comptroller General of the United States, or any of their duly authorized representatives, and, if appropriate the State, through any authorized representative, access to and the right to examine all records, books, papers or documents related to the award and will establish a proper accounting system in accordance with generally accepted accounting standards. Access requirements to records are set forth in 2 C.F.R. § 200.336.

Section 14. Audit and Inspection.

a. Inspector General Act of 1978.

Under the Inspector General Act of 1978, as amended, 5 U.S.C. App. 3 § 1 et seq., an audit of the award may be conducted at any time.

b. Single Audit Act Amendments of 1996.

The Recipient agrees to undergo the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and 2 C.F.R. § 200.501.

c. Other Audit Requirements.

A Recipient that is: (a) a State, local government or Indian tribal government, an institution of higher education or nonprofit organization agrees to comply with the audit requirements of 2 C.F.R. § 200.501, and any revision or supplement thereto; (c) a private for-profit organization agrees to comply with the audit requirements of 2 C.F.R. § 200.501(h).

It is imperative that Recipients submit required Single Audits within the time limits specified in the Circular. The Recipient agrees to submit the data collection form and copies of the reporting package required under the Single Audit Act Amendments of 1996 and 2 C.F.R. § 200.501 to:

The Federal Audit Clearinghouse Bureau of the Census 1201
East 10 Street,
Jefferson, IN 47132.

The Recipient agrees to obtain any other audits required by FMCSA. Project closeout will not alter the Recipient's audit responsibilities. Audit costs for Project administration and management are allowable under this Project to the extent authorized by 2 C.F.R. § 200.501.

The Recipient agrees to permit FMCSA, the Secretary of Transportation and the Comptroller General of the United States, or their authorized representatives, to inspect all Project work, materials, payrolls, and other data, and to audit the books, records, and accounts of the Recipient and its Subrecipients pertaining to the Project. The Recipient agrees to require each Subrecipient to permit the Secretary of Transportation and the Comptroller General of the United States, or their duly authorized representatives, to inspect all work, materials, payrolls, and other data and records involving that subaward, and to audit the books, records, and accounts involving that subaward as it affects the Project.

Section 15. Responsibility for Reporting Fraudulent Activity, Waste, and Abuse.

The Recipient understands that the Federal government shall pursue administrative, civil, or criminal action under a variety of statutes relating to fraud and making false statement or claims.

The Recipient is required to contact the DOT, the Office of Inspector General (OIG), if the Recipient becomes aware of the existence (or apparent existence) of fraudulent activity, waste, or abuse.

The OIG has authority within the DOT to conduct criminal investigations. The DOT OIG maintains a post office box and a toll-free hotline for receiving information from individuals concerning fraud, waste, or abuse under DOT grants and cooperative agreements. The hotline is available 24 hours a day, 7 days a week at https://www.oig.dot.gov/Hotline. The identity of the caller is kept confidential, and callers are not required to give their names.

Examples of fraud, waste, and abuse that should be reported include, but are not limited to, embezzlement, misuse, or misappropriation of grant funds or property, and false statements, whether by organizations or individuals. Other examples include, but not limited to, theft of grant funds for personal use; using funds for non-grant-related purposes; theft of federally owned property or property acquired or leased under a grant; charging inflated building rental fees for a building owned by the Recipient; submitting false financial reports; and submitting false financial data in bids submitted to the Recipient (for eventual payment under the grant).

Section 16. Budget and Finance.

The Recipient agrees to carry out Agreement activities and seek reimbursement in accordance with the Approved Project Budget after securing FMCSA written approval. The funding of items identified in the budget constitutes FMCSA's authorization for the Recipient to incur these costs, if they are allowable, allocable, necessary, and reasonable. Furthermore, funds cannot be spent that violate any FMCSA policy or grants manual. Costs not specifically budgeted in this Agreement may be allowable if prior approval is not required and costs are incurred consistently with the applicable cost principles.

Prior Approval means written permission provided by the designated FMCSA Grants Management Officer—Authorized Official in advance of an act that would result in either (1) the obligation or expenditure of funds or (2) the performance or modification of an activity under the grant-supported project where such approval is required. Prior approval must be obtained in writing from the designated FMCSA Grants Management Officer—Authorized Official for the grant involved. Documentation of the

approved budget on the Notice of Grant Award constitutes prior approval. Prior approval applies for the performance of activities and expenditure of funds as described in the grant application, unless otherwise restricted by the terms and conditions of the Agreement.

In accordance with 2 C.F.R. § 200.407 and § 200.308, the Recipient must obtain prior , written approval from FMCSA before making any revisions to the approved project budget and/or project plan: (1) extending the project period of the grant beyond the project period end date specified in the most recent revision of the Agreement; (2) that would require any transfer of funds between Standard Form (SF) 424A (direct-cost budget categories) cumulatively greater than ten percent of the total approved project budget; or (3) that require the addition of expenditures for items or services not approved in the original project plan. Examples include: increased cost of equipment purchased; subawarding, transferring or contracting out of any work under a Federal award not included in the original approved budget; or a first-time request to recover indirect costs.

The Recipient agrees to submit a request for prior approval no less than 30 days prior to the expiration of the Agreement. The FMCSA will not process requests for prior approval received less than 30 days from the Agreement expiration date. Within 30 calendar days from the date of the Recipient's request for prior approval, FMCSA will review the request and notify the Recipient whether the request has been approved. If the revision is still under consideration at the end of 30 calendar days, FMCSA will inform the Recipient in writing of the date when the Recipient may expect the decision.

The Recipient may, without prior approval from FMCSA, make any reasonable and necessary modification to the project budget if such deviations do not cumulatively exceed, or expect to exceed, ten percent of the total approved project amount and provided that such deviations only involve the transfer of funds between expenditure items, cost objectives or categories authorized by FMCSA in the currently approved budget. The Recipient agrees to notify FMCSA of this change.

The Recipient agrees to establish and maintain for the Project either a separate set of accounts or accounts within the framework of an established accounting system, in a manner consistent with 2 C.F.R. § 200.302. Consistent with the provisions of 2 C.F.R.§ 200.305, the Recipient agrees to record in the Project Account, and deposit in a financial institution all Project payments received by it from FMCSA pursuant to this Agreement and all other funds provided for, accruing to, or otherwise received because the Project (Project Funds.

All costs charged to the Project, including any approved services contributed by the Recipient or others, shall be supported by properly executed payroll documents, time and attendance records, invoices, contracts, or vouchers describing in detail the nature and propriety of the charges. All match expenditures shall be supported by appropriate records. The Recipient also agrees to maintain accurate records of all Program Income derived from Project implementation. The Recipient agrees that all checks, payrolls, invoices, contracts, vouchers, orders, or other financial documents pertaining in whole or in part to the Project shall be clearly identified, readily accessible, and, to the extent feasible, kept separate from documents not pertaining to the Project.

Section 17. Payments.

a. Request by the Recipient for Payment.

The Recipient's request for payment of the Federal share of approved costs shall be made to FMCSA and will be acted upon by FMCSA as set forth in this section. Each payment made to the Recipient must be in compliance with Department of the Treasury regulations Rules and Procedures for Funds Transfers, 31 C.F.R. part 205. To receive a Federal assistance payment, the Recipient must:

i. Have demonstrated or certified that it has made a binding commitment of non-Federal funds, if applicable, adequate when combined with Federal payments, to cover all costs to be incurred under the Project to date. A Recipient required by Federal statute or this Agreement to provide contributory matching funds or a cost share agrees:

a. To refrain from requesting or obtaining Federal funds in excess of the amount justified by the contributory matching funds or cost share that has been provided; and

b. To refrain from taking any action that would cause the proportion of Federal funds made available to the Project at any time to exceed the percentage authorized under this Agreement. The requirement for contributory matching funds or cost share may be temporarily waived only to the extent expressly provided in writing by FMCSA.

ii. Have submitted to FMCSA all financial and progress reports required to date under this Agreement;

iii. Have identified the source(s) of financial assistance provided under this Project, if applicable, from which the payment is to be derived; and

iv. Have expended any earned Program Income before requesting any federal funds for reimbursement.

b. Delphi eInvoicing System for DOT Financial Assistance Awardees.

Subject to the requirements in 2 C.F.R. § 200.305, payments will be made after receipt of required FMC SA reporting forms and supporting documentation. Each payment request must be made electronically via the Delphi e-invoicing System.

The following are the procedures for accessing and utilizing the Delphi e-invoicing System.

i. Grant Recipient Requirements.

A. Recipient must have internet access to register and submit payment requests through the Delphi e-invoicing system.

B. Recipient must submit payment requests electronically and FMCSA must process payment requests electronically.

ii. System User Requirements.

A. Recipients should contact FMCSA to request access to the system. The FMCSA will provide the Recipient's name and email address to the DOT Financial Management Office. The DOT will then notify the Recipient to register for the system through an electronic invitation. The Recipient must complete online training prior to DOT giving system access.

B. The DOT will send the Recipient an email with an electronic form to verify the Recipient 's identity. The Recipient must complete the form, and present it to a Notary Public for verification. The Recipient will return the notarized form to:

DOT Enterprise Services Center
FAA Accounts Payable, AMZ-1 00
PO Box 25710
Oklahoma City, OK 73125.

C. The DOT will validate the form and email a user ID and password to the Recipient. The Recipient should contact the FMCSA grants management office with changes to their system information.

D. Note: Additional information, including access forms and training materials, can be found on the DOT e-invoicing website: https://www.transportation.gov/cfo/delphi-einvoicing-system

E. Waivers.

DOT Financial Management officials may, in highly limited circumstances and on a case by case basis, waive the requirement to register and use the electronic grant payment system. Waiver request forms can be obtained on the DOT e-invoicing website https://www.transportation.gov/cfo/delphi- einvoicing-system or by contacting FMCSA.

Recipients must explain why they are unable to use or access the internet to register and enter payment requests.

c. Reimbursement Payment by FMCSA. If the reimbursement method is used, the Recipient agrees to:

i. Complete and submit Standard Form 3881, “Payment Information Form - ACH Payment Vendor Payment System” to FAA-ESC; and

ii. Complete and submit, on at least a quarterly basis, Standard Form 270 “Request for Advance or Reimbursement” to FMCSA.

iii. Possess and maintain a current UEI number and entity registration with the System for Award Management (www.sam.gov).

Upon receipt of a payment request and adequate accompanying information (invoices in accordance with applicable cost principles), FMCSA will authorize payment by direct deposit provided the Recipient: (i) is in compliance with its obligations under this Agreement, (ii) has satisfied FMCSA that it needs the requested Federal funds during the requisition period, and (iii) is making adequate and timely progress toward Project completion. If all these circumstances are present, FMCSA may reimburse approved costs incurred by the Recipient up to the maxi mum amount of FMCSA’s share of the total Project funding. FMCSA will employ a payment term of 20 days. The clock will start running for payment on receipt of the invoice by FMCSA’s financial processor.

d. Other Payment Information.

The Recipient agrees to adhere to and impose on its Subrecipients all applicable foregoing "Payment by FMCSA" requirements of this Agreement. If the Recipient fails to adhere to the

foregoing "Payment by FMCSA" requirements of this Agreement, FMCSA may revoke the portion of the Recipient's funds that has not been expended.

e. Effect of Program Income, Refunds, and Audit Recoveries on Payment.

In accordance with 2 C.F.R. § 200.305(b)(5) State, local government, nonprofit organizations and Indian tribunal Recipients and Subrecipients shall disburse program income, rebates, refunds, contract settlements, audit recoveries and interest earned on such funds before requesting additional cash reimbursements.

f. Reimbursable Costs.

The Recipient's expenditures will be reimbursed only if they meet all requirements set forth below:

i. Conform with the Project description and the approved Project Budget and all other terms of this Agreement;

ii. Be necessary to accomplish the Project;

iii. Be reasonable for the goods or services purchased;

iv. Be actual net costs to the Recipient (i.e., the price paid minus any refunds, rebates, or other items of value received by the Recipient that have the effect of reducing the cost actually incurred);

v. Be incurred (and be for work performed) after the Federal Funding Period start date of this Agreement, unless specific prior authorization from FMCSA to the contrary is received in writing (pre-award costs);

vi. Unless permitted otherwise by Federal statute or regulation, conform with Federal guidelines or regulations and Federal cost principles as set forth below:

A. For Recipients that are governmental organizations, institutions of higher education, private non-profit organizations, the cost principles of 2 C.F.R. § 200, subpart E; and

B. For Recipients that are for-profit organizations, the standards of the Federal Acquisition Regulations, 48 C.F.R. part 31.2, "Contracts with Commercial Organizations" apply.

vii. Be satisfactorily documented; and

viii. Be treated uniformly and consistently as non-Federal funds under accounting principles and procedures approved and prescribed by FMCSA for the Recipient, and those approved or prescribed by the Recipient for its Subrecipients and contractors.

g. Indirect Costs.

If indirect costs are included in the approved budget, the Recipient may not request these costs for reimbursement absent a current approved indirect cost rate agreement submitted to the FMCSA Division Office, and included as part of the official grant record.(2 CFR 200.414)

Indirect costs will not be reimbursed without documentation of an approved indirect cost rate from the Recipient's cognizant agency; however, a Recipient or Subrecipient that has never had a negotiated indirect cost rate may elect to charge a de minimis rate of 15% of modified total direct

costs (MTDC) which may be used indefinitely, without documentation. If chosen, this methodology once elected must be used consistently for all Federal awards until such time as a non-Federal entity chooses to negotiate for a rate, which the non-Federal entity may apply to do at any time. (2 CFR 200.414(f))

A governmental department or agency, such as a state or local Department of Transportation, that receives more that $35 million in direct Federal funding during its fiscal year must submit its indirect cost rate proposal to this cognizant agency for indirect costs. If the same agency receives $35 million or less in direct Federal funding during its fiscal year, it must develop an indirect cost proposal in accordance with the requirements of 2 CFR Appendix VII to Part 200 (D). The Federal agencies must not compel the government agency to accept the de minimis rate or some other rate established by the Federal agency.

As described in 2 C.F.R. § 200.403, factors affecting allowability of costs, costs must be consistently charged as either indirect or direct costs, but may not be double-charged or inconsistently charged as both. Except as provided above, if a Recipient intends to request reimbursement of indirect costs, the Recipient must submit the proper documentation before vouchers are submitted for reimbursement. The Recipient must indicate in its budget that it will be seeking indirect costs, and a placeholder indirect cost rate will suffice until an approved rate can be determined.

The Recipient must obtain prior approval through formal amendment in order to recover indirect costs at an approved rate higher than the place holder indirect cost rate if the cumulative amount of such transfer exceeds or is expected to exceed 10 percent of the total approved budget
.
The Recipient may not request additional grant funds to recover indirect costs that it cannot recover by shifting funding from direct costs to indirect costs. After this Grant Agreement has been signed, any request for changes to the indirect cost rate will require an amendment and must be approved by formal amendment if the change to the indirect cost rate is a new rate or would cause the cumulative amount of a budget transfer to exceed 10 percent of the total approved budget.

The cognizant agency for indirect costs may allow for a one-time extension of the current indirect cost rate of up to four years without further negotiation of a federally approved indirect cost rate. If the cognizant agency permits any one-time extension, the Recipient is locked in with that indirect cost rate until the end of the approved extension. (2 CFR 200.414(g))

h. Pre-Award Costs. A Recipient may be reimbursed for obligations incurred before the effective date of the award if:

i. The Recipient receives prior written approval from the FMCSA before the effective date of the grant agreement;

ii. The costs are necessary to conduct the project; and

iii. The costs would be allowable under the grant, if awarded.

If a specific expenditure would otherwise require prior approval before making the expenditure (i.e. pursuant to 2 C.F.R. § 200.407), then the Recipient must obtain FMCSA written approval before incurring the cost.

Recipient understands that the incurrence of pre-award costs in anticipation of an award is taken at the Recipient's risk and imposes no obligation on FMCSA to make the award or to increase the

amount of the approved budget if (1) there is no award subsequently made;(2) an award is made for less than anticipated and is inadequate to cover the preaward costs incurred; or (3) there are inadequate appropriations.

i. Disallowed Costs.

In determining the amount of Federal assistance FMCSA will provide, FMCSA will exclude:

i. Any Project costs incurred by the Recipient before the effective date of this Agreement, or amendment or modification thereof, whichever is later, unless otherwise permitted by Federal Law or regulation, or unless an authorized representative of FMCSA states in writing to the contrary;

ii. Any costs incurred by the Recipient that are not included in the latest approved Project Budget; and

iii. Any costs attributable to goods or services received under a contract or other arrangement that is required to be, but has not been, concurred with or approved in writing by FMCSA.

The Recipient agrees that reimbursement of any cost under the "Payment by FMCSA," part of this Agreement does not constitute a final FMCSA decision about the allowability of that cost and does not constitute a waiver of any violation by the Recipient of the terms of this Agreement. The Recipient understands that FMCSA will not make a final determination about the allowability of any cost until an audit of the Project has been completed. If FMCSA determines that the Recipient is not entitled to receive any part of the Federal funds requested, FMCSA will notify the Recipient stating the reasons thereof. Project closeout will not alter the Recipient's obligation to return any funds due to FMCSA as a result of later refunds, corrections, or other transactions. Nor will Project closeout alter FMCSA's right to disallow costs and recover funds based on a later audit or other review. Unless prohibited by law, FMCSA may offset any Federal assistance funds to be made available under this Project as needed to satisfy any outstanding monetary claims that the Federal Government may have against the Recipient. Exceptions pertaining to disallowed costs will be assessed based on their applicability, as set forth in the applicable Federal cost principals or other written Federal guidance.

Section 18. Program Income.

Recipient agrees to comply with the regulations relating to program income, located at 2 C.F.R. §§ 200.305(b)(5) and 200.307 for State, local government, Indian tribunal recipients, and nonprofit organizations, and their Subrecipients.

Program income means gross income earned by the Recipient, Subrecipient, or contractor under a grant that is directly generated by a grant-supported activity or earned because of the award during the award period. "During the grant period " is the time between the effective date of the award and the ending date of the award reflected in the final financial report.

Program income includes, but is not limited to, user charges or user fees, income from fees for services performed, the use or rental of real or personal property acquired under federally- funded projects, the sale of commodities or items fabricated under an award, license fees and royalties on patents and copyrights, and interest on loans made with award funds. Interest earned on advances of Federal funds is not program income. Except as otherwise provided in Federal awarding agency regulations or the terms and conditions of the award, program income does not include the receipt of principal on loans, rebates, credits, discounts, etc., or interest earned on any of them. Per 2 C.F.R. § 200.307 (c), Governmental

revenues, taxes, special assessments, levies, fines, and other such revenues raised by a non-Federal entity are not program income unless the revenues are specifically identified in the Federal award or Federal awarding agency regulations as program income.
Recipients agree to use the Program income in accordance with 2 C.F.R. §§ 200.305(b)(5) 200.307 for State, local government, nonprofit organizations and Indian tribunal recipients and subrecipients.

Section 19. Reports.

a. Performance Progress Reports.

The Recipient will submit, at a minimum, quarterly performance progress reports and a final performance progress report at the completion of the award (within 120 days after) to the agency point of contact listed in the award document. Recipient must submit all performance progress report forms required by FMCSA. These reports will cover the period: January 1 -March 31, April 1-June 30, July 1- September 30, and October 1- December 31. The Recipient must submit quarterly performance progress reports via Grant Solutions, on or before the thirtieth (30th) calendar day of the month following the end of the quarter being reported. Each quarterly report shall set forth concise statements concerning activities relevant to the Project, and shall include, but not be limited to, the following:

i. An account of significant progress (findings, events, trends, etc.) made during the reporting period;

ii. A description of any technical and/or cost problem(s) encountered or anticipated that will affect completion of the grant within the time and fiscal constraints as set forth in this Agreement, together with recommended solutions or corrective action plans (with dates) to such problems, or identification of specific action that is required by the FMCSA, or a statement that no problems were encountered;

iii. An outline of work and activities planned for the next reporting period; and

iv. A status update/resolution for all outstanding findings from program reviews and/or audits.

b. Quarterly Financial Status Reports.

The Recipient must submit quarterly financial status reports via Grant Solutions, on or before the thirtieth (30th) calendar day of the month following the end of the quarter being reported. The Recipient shall use SF-425, Federal Financial Report, to report the status of funds for all non-construction projects or programs. If the Recipient’s accounting records are not normally kept on an accrual basis, the Recipient shall not be required to convert its accounting system, but shall develop such accrual information through an analysis of the documentation on hand. The recipient shall certify to the expenditure of its proposed cost share for the period being reported, in the "Remarks" block.

Section 20. Non-Discrimination.

The purpose of this section is to ensure that the Recipient has a plan to comply with Title VI and 49 C.F.R. part 21, including any amendments thereto.

If the Recipient is a non-State DOT and does not have a current Title VI Plan on file with the FMCSA then as described in chapter II, section 2 of DOT Order 1000.12C, including any amendments or updates thereto, FMCSA must complete a Title VI Assessment of the Recipient before entering this grant

agreement. Until DOT guidance on conducting such an assessment is finalized, FMCSA may rely on the date of Title VI assurances provided with the signing of the grant agreement.

The Recipient will comply with all Federal authorities relating to nondiscrimination. These include, but are not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 Stat. 252), which prohibits discrimination on the basis of race, color, or national origin, as implemented by 49 C.F.R . § 21.1 et seq. and 49 C.F.R. § 303;
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324, et seq.), which prohibits discrimination on the basis of sex;
- Title IX of the Education Amendments of 1972, as amended, (20 U.S.C. § 1681 et seq.), which prohibits discrimination on the basis of sex in education programs or activities, as implemented by 49 C.F.R. § 25.1 et seq.;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), which prohibits discrimination on the basis of age;
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, which prohibits discrimination on the basis of disability and 49 C.F.R. part 27;
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 - 12189), as implemented by Department of Justice regulations at 28 C.F.R. parts 35 and 36, and Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Civil Rights Restoration Act of 1987, (102 Stat. 28.), "which restore[d] the broad scope of coverage and to clarify the application of title IX of the Education Amendments of 1972, section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and title VI of the Civil Rights Act of 1964.";
- Title VII of the Civil Rights Act of 1964, as amended, (42 U.S.C. § 2000e et seq., 78 Stat. 252), which prohibits discrimination in employment on basis of race, color, national origin, religion, or disability, as implemented by 29 C.F.R. § 1601.1, et seq.
- The Recipient also agrees to comply with the FMCSA Standard Title VI/Non-Discrimination Assurances (DOT Order No. 1050.2A).

Section 21. Executive Orders on Equal Opportunity

The Recipient will comply with all Federal statutes and Executive Orders relating to Equal Employment Opportunity.

Pursuant to Executive Order 14173, Ending Illegal Discrimination And Restoring Merit-Based Opportunity, the Recipient agrees that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the government’s payment decisions for purposes of section 3729(b)(4) of title 31, United States Code.

Pursuant to Executive Order 14173, Ending Illegal Discrimination And Restoring Merit-Based Opportunity, by entering into this agreement, the Recipient certifies that it does not operate any programs promoting diversity, equity, and inclusion (DEI) initiatives that violate any applicable Federal anti-discrimination laws.

Section 22. Employment Policies.

The Recipient further agrees that its own employment policies and practices will be without discrimination based on race, color, religion, sex, national origin, disability or age and will follow federal employment laws.

Section 23. Property.

a. General.

In general, title to equipment and supplies acquired by a Recipient with DOT funds vests in the Recipient upon acquisition, subject to the property management requirements of 2 C.F.R. §§ 200.302(b)(4); 200.307(d); 200.310; 200.313; 200.316; and 200.344(4).

A Recipient that is a State, local, or Indian tribal governments, institutions of higher education, and non-profits agrees to comply with the property management standards detailed in 2 C.F.R. §§ 200.312 and 200.313, including any amendments thereto, and with other applicable Federal regulations and directives. A Recipient that is a for-profit entity agrees to comply with property management standards satisfactory to FMCSA.

b. Use of Project Property.

i. The State Recipient agrees to use Project property for the purpose for which it was acquired under the period of performance of the Grant. State Recipients acknowledge that the FMCSA may ensure that the purpose of the grant is being satisfied. State Recipients acknowledge that FMCSA may request a copy of the State statute and procedures in determining whether a State is in compliance with its own State procedures, and to assist the FMCSA in determining the allocability, reasonableness, and allowability of costs.

ii. The Non-State Recipient agrees to use Project property for appropriate Project purposes (which may include joint development purposes that generate program income, both during and after the award period, beginning on the effective date, and used to support public transportation activities) for the duration of the useful life of that property, as required by FMCSA. Should the Recipient unreasonably delay or fail to use Project property during the useful life of that property, the Recipient agrees that it may be required to return the entire amount of the Federal assistance expended on that property. The Non-State Recipient further agrees to notify FMCSA immediately when any Project property is withdrawn from Project use or when any Project property is used in a manner substantially different from the representations the Recipient has made in its Application or in the Project Description for the Grant Agreement or Cooperative Agreement for the Project.

c. Maintenance.

The State Recipient agrees to maintain Project property in accordance with State law and procedures.

The Non-State Recipient agrees to maintain Project property in good operating order, in compliance with any applicable Federal regulations or directives that may be issued.

d. Records.

The State Recipient agrees to maintain property records in accordance with State law and procedures. The Non-State Recipient agrees to keep satisfactory property records pertaining to the use of Project property, and submit to FMCSA upon request such information as may be required with this agreement.

e. Incidental Use.

Any incidental use of Project property will not exceed that permitted under applicable Federal laws, regulations, and directives.

f. Encumbrance of Project Property.

i. The State Recipient agrees to maintain satisfactory continuing control of Project property in accordance with State law and procedures. The State Recipient understands that an encumbrance of project property may not interfere with the purpose for which the equipment was purchased. **ii.** The Non-State Recipient agrees to maintain satisfactory continuing control of project property as follows:

A. Written Transactions.

The Non-State Recipient agrees that it will not execute any transfer of title, lease, lien, pledge, mortgage, encumbrance, third-party contract, subaward, grant anticipation note, alienation, innovative finance arrangement (such as a cross border lease, leveraged lease, or otherwise), or any other obligation pertaining to Project property, that in any way would affect the continuing Federal interest in that Project property.

B. Oral Transactions.

The Non-State Recipient agrees that it will not obligate itself in any manner to any third-party with respect to Project property.

C. Other Actions.

The Non-State Recipient agrees that it will not take any action adversely affecting the Federal interest in or impair the Recipient's continuing control of the use of Project property.

D. The Non-State Recipient agrees that no use under this section will interference with the purpose for which the equipment was purchased.

g. Transfer of Project Property.

i. The State Recipient agrees to transfer Project property in accordance with State law and procedures.

ii. The Non-State Recipient understands and agrees as follows:

A. Transfers.

The Non-State Recipient may transfer any Project property financed with Federal assistance authorized under 49 U.S.C. chapter 53 to a public body to be used for any public purpose with no further obligation to the Federal Government, provided the transfer is approved by the FMCSA Administrator and conforms with the requirements of 49 U.S.C. §§ 5334(h)(1) and (2). Any leasing or rental of equipment purchased by federal funds or state match/cost sharing, during the

period of performance will be considered program income and will be managed, expended, and reported per 2 C.F.R. § 200.307.

B. Federal Government Direction.

The Non-State Recipient agrees that the Federal Government may direct the disposition of, and even require the Recipient to transfer, title to any Project property financed with Federal assistance under the Grant Agreement or Cooperative Agreement.

h. Leasing Project Property to Another Party.

If the Non-State Recipient leases any Project property to another party, the Non- State Recipient agrees to retain ownership of the leased Project property, and assure that the lessee will use the Project property appropriately, either through a written lease between the Non-State Recipient and lessee, or another similar document. Any revenue resulting from this type of lease agreement, during the period of performance will be considered program income and will be managed, expended, and reported per 2 C.F.R. § 200.307.

Upon request by FMCSA, the Non-State Recipient agrees to provide a copy of any relevant documents. Any leasing or rental of equipment purchased by federal funds or state match/cost sharing, during the period of performance will be considered program income and will be managed, expended, and reported per 2 C.F.R. § 200.307.

i. Disposition of Project Property.

i. The State Recipient may use its own disposition procedures, provided that those procedures comply with the laws of that State.

ii. The Non-State Recipient agrees to dispose of Project property as follows:

A. With prior FMCSA approval, the Non-State Recipient may sell, transfer, or lease Project property and use the proceeds to reduce the gross project cost of other eligible capital public transportation projects to the extent permitted by 49 U.S.C. §5334(h)(4). The Non-State Recipient also agrees that FMCSA may establish the useful life of Project property, and that it will use Project property continuously and appropriately throughout the useful life of that property.

B. Project Property with Expired Useful Life. When the useful life of Project property has expired, the Non-State Recipient agrees to comply with FMCSA's disposition requirements.

C. Project Property Prematurely Withdrawn from Use. For Project property withdrawn from appropriate use before its useful life has expired, the Recipient agrees as follows:

D. Notification Requirement. The Non-State Recipient agrees to notify FMCSA immediately when any Project property is prematurely withdrawn from appropriate use, whether by planned withdrawal, misuse, or casualty loss.

E. Calculating the Fair Market Value of Prematurely Withdrawn Project Property. The Non-State Recipient agrees that the Federal Government retains a Federal interest in the fair market value of Project property prematurely withdrawn from appropriate use. The amount of the Federal interest in the Project property shall be determined by the ratio of the Federal assistance awarded for the property to the actual cost of the property. The Non-State Recipient agrees that the fair market value of Project property prematurely withdrawn from use will be calculated as follows:

1. **Equipment and Supplies.** The Non-State Recipient agrees that the fair market value of Project equipment and supplies shall be calculated by straight-line depreciation of that property, based on the useful life of the equipment, or supplies as established or approved by FMCSA. Information on straight line depreciation may be found in the Internal Revenue Code. The fair market value of Project equipment and supplies shall be the value immediately before the occurrence prompting the withdrawal of the equipment or supplies from appropriate use. In the case of Project equipment or supplies lost or damaged by fire, casualty, or natural disaster, the fair market value shall be calculated on the basis of the condition of that equipment or supplies immediately before the fire, casualty, or natural disaster, irrespective of the extent of insurance coverage.

2. **Real Property**. The Non-State Recipient agrees that the fair market value of real property shall be determined either by competent appraisal based on an appropriate date approved by the Federal Government, as provided by 49 C.F.R. part 24, or by straight line depreciation, whichever is greater.

3. **Exceptional Circumstances.** The Non-State Recipient agrees that the Federal Government may require the use of another method to determine the fair market value of Project property. In unusual circumstances, the Non-State Recipient may request that another reasonable valuation method be used including, but not limited to, accelerated depreciation, comparable sales, or established market values. In determining whether to approve such a request, the Federal Government may consider any action taken, omission made, or unfortunate occurrence suffered by the Non-State Recipient with respect to the preservation of Project property withdrawn from appropriate use.

j. Financial Obligations to the Federal Government.

The Recipient agrees to remit to the Federal Government the Federal interest in the fair market value of any Project property prematurely withdrawn from appropriate use. In the case of fire, casualty, or natural disaster, the Recipient may fulfill its obligations to remit the Federal interest by either:

Investing an amount equal to the remaining Federal interest in like-kind property that is eligible for assistance within the scope of the Project that provided Federal assistance for the Project property prematurely withdrawn from use; or

Returning to the Federal Government an amount equal to the remaining Federal interest in the withdrawn Project property.

k. Insurance Proceeds.

If the Recipient receives insurance proceeds as a result of damage or destruction to the Project property, the Recipient agrees to:

i. Apply those insurance proceeds to the cost of replacing the damaged or destroyed Project property taken out of service, or

ii. Return to the Federal Government an amount equal to the remaining Federal interest in the damaged or destroyed Project property.

l. Transportation of Hazardous Materials.

The Recipient agrees to comply with applicable requirements of U.S. Pipeline and Hazardous Materials Safety Administration regulations, "Shippers - General Requirements for Shipments and Packaging," 49 C.F.R. part 173, in connection with the transportation of any hazardous materials.

m. Misused or Damaged Project Property.

If any damage to Project property results from abuse or misuse occurring with the Recipient's knowledge and consent, the Recipient agrees to restore the Project property to its original condition or refund the value of the Federal interest in that property, as the Federal Government may require.

n. Responsibilities after Project Closeout.

The Recipient agrees that Project closeout by FMCSA will not change the Recipient's Project property management responsibilities as stated in these Standard Terms and Conditions, and as may be set forth in subsequent Federal laws, regulations, and directives, except to the extent the Federal Government determines otherwise in writing.

Section 24. Davis-Bacon Act Requirements.

The Recipient agrees to comply, as applicable, with the provisions of the Davis Bacon Act (40 U.S.C. § 3145 and 18 U.S.C. § 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701 et seq.) regarding labor standards for federally-assisted construction sub-agreements.

Section 25. Permitting Requirements.

The Recipient agrees to comply, as applicable, with permitting standards which may be prescribed pursuant to federal statutes and current regulations and orders.

Section 26. Government Rights (Unlimited).

FMCSA shall have unlimited rights for the benefit of the Government in all other work developed

in the performance of this Agreement, including the right to use same on any other Government work without additional cost to FMCSA. The rights to any inventions made by a Recipient under an FMCSA financial assistance award are determined by the Bayh-Dole Act, Pub. L. 96-517, as amended, and codified in 35 U.S.C. § 200, et seq., except as otherwise provided by law.

a. Patent Rights.

If any invention, improvement, or discovery of the Recipient or any of its third-party contractors is conceived or first actually reduced to practice in the course of or under this Project, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Recipient agrees to notify FMCSA immediately and provide a detailed report. The rights and responsibilities of the Recipient, third-party contractors and FMCSA with respect to such invention, improvement, or discovery will be determined in accordance with applicable Federal laws, regulations, policies, and any waiver thereof.

If the Recipient secures a patent with respect to any invention, improvement, or discovery of the Recipient or any of its third-party contractors conceived or first actually reduced to practice in the course of or under this Project, the Recipient agrees to grant to FMCSA a royalty-free, non-exclusive, and irrevocable license to use and to authorize others to use the patented device or process for Federal Government purposes.

The Recipient agrees to include the requirements of the "Patent Rights" section of this Agreement in its third-party contracts for planning, research, development, or demonstration under the Project.

b. Data Rights.

The term "subject data" used in this section means recorded information, whether or not copyrighted, that is developed, delivered, or specified to be delivered under this Agreement. The term includes graphic or pictorial delineations in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term does not include financial reports, cost analyses, and similar information incidental to Project administration **(See also, section 45 - Publications and Identification of Federal Assistance)**.

The following restrictions apply to all subject data first produced in the performance of this Agreement:

i. Except for its own internal use, the Recipient may neither publish or reproduce such data in whole or in part, or in any manner or form, nor may the Recipient authorize others to do so, without the written consent of FMCSA, until such time as FMCSA may have either released or approved the release of such data to the public.

ii. As authorized by 2 C.F.R. § 200.315(b), FMCSA reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes:

A. Any work developed under a grant, cooperative agreement, sub-grant, sub-agreement, or third-party contract, irrespective of whether or not a copyright has been obtained; and

B. Any rights of copyright to which a Recipient, Subrecipient, or a third-party contractor purchases ownership with Federal assistance.

iii. When FMCSA provides assistance to a Recipient for a Project involving planning, research, or development of a system, program, document, enforcement concept, or any other activity provided for in the terms of this grant, it is generally FMCSA's intent to increase the body of knowledge, rather than to limit the benefits of the Project to those parties that have participated therein. Therefore, unless FMCSA determines otherwise, the Recipient understands and agrees that, in addition to the rights set forth in preceding portions of this section of this Agreement, FMCSA may make available to any FMCSA Recipient, Subrecipient, third-party contractor, or third-party subcontractor, either FMCSA's license in the copyright to the "subject data" derived under this Agreement or a copy of the "subject data" first produced under this Agreement. In the event that such a Project which is the subject of this Agreement is not completed, for any reason whatsoever, all data developed under that Project shall become subject data as defined herein and shall be delivered as FMCSA may direct.

iv. Unless prohibited by State law, the Recipient agrees to indemnify, save and hold harmless FMCSA, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Recipient of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under this Agreement. The Recipient shall not be required to indemnify FMCSA for any such liability arising out of the wrongful acts of employees or agents of FMCSA.

v. Nothing contained in this section on rights in data, shall imply a license to FMCSA under any patent or be construed as affecting the scope of any license or other right otherwise granted to FMCSA under any patent.

vi. The requirements of this section of this Agreement do not apply to material furnished to the Recipient by FMCSA and incorporated in the work carried out under this Agreement, provided that such incorporated material is identified by the Recipient at the time of delivery of such work.

vii. Unless FMCSA determines otherwise, the Recipient agrees to include the requirements of this section of this Agreement in its third-party contracts for planning, research, development, or demonstration under the Project.

c. Acknowledgment or Support and Disclaimer.

i. An acknowledgment of FMCSA support and a disclaimer must appear in any Recipient publication, whether copyrighted or not, based on or developed under the Agreement, in the following terms:

"This material is based upon work supported by the Federal Motor Carrier Safety Administration under a grant/cooperative agreement/subaward, dated (fill-in appropriate identification of grant/cooperative agreement)"

ii. All Recipient publications must also contain the following:

"Any opinions, findings, and conclusions or recommendations expressed this publication are those of the author(s) and do not necessarily reflect the view of the Federal Motor Carrier Safety Administration and/or the U.S. Department of Transportation."

iii. The Recipient agrees to cause to be erected at the site of any construction, and maintain during construction, signs satisfactory to FMCSA identifying the Project and indicating that FMCSA is participating in the development of the Project.

Section 27. Drug Free Workplace.

By signing this agreement, the Recipient certifies that it is in compliance with the Drug-Free Workplace Act (41 U.S.C. §§ 701 et seq.) and implementing regulations (49 C.F.R. part 32), which require, in part, that Recipients prohibit drug use in the workplace, notify the FMCSA of employee convictions for violations of criminal drug laws occurring in the workplace, and take appropriate personnel action against a convicted employee or require the employee to participate in a drug abuse assistance program.

Section 28. Background Screening.

FMCSA reserves the right to perform individual background screening on key individuals of organizational units associated with the application at the effective date and at another interval thereafter for the life of the award. If in performance of a grant award requires Recipient organization personnel to have unsupervised physical access to a federally controlled facility for more than 180 days or access to a Federal information system, such personnel must undergo the personal identity verification credential process under Homeland Security Presidential Directive 12.

Section 29. Site Visits.

FMCSA, through its authorized representatives, has the right, at all reasonable times, to make site visits to review Project accomplishments and management control systems and to provide such technical assistance as may be required. If any site visit is made by FMCSA on the premises of the Recipient, Subrecipient, or contractor under this Agreement, the Recipient shall provide and shall require its Subrecipients or contractors to provide, all reasonable facilities and assistance for the safety and convenience of FMCSA representatives in the performance of their duties. All site visits and evaluations shall be performed in such a manner as will not unduly delay work being conducted by the Recipient, Subrecipient, or subcontractor.

Section 30. Liability.

The Recipient acknowledges it is responsible for any act or omission of Recipient or Subrecipient, its officers, contractors, employees, or members, participants, agents, representatives, as appropriate, arising out of or in any way connected to activities authorized pursuant to this Agreement.

The Recipient acknowledges that FMCSA is not responsible for any act or omission of Recipient or Subrecipient, its officers, contractors, employees, or members, participants, agents, representatives, as appropriate, arising out of or in any way connected to activities authorized pursuant to this Agreement. This provision shall survive the expiration or termination of this Agreement.

Section 31. Right of FMCSA to Terminate Agreement.

a. General Right to Suspend or Terminate Assistance Agreement.
Upon written notice, the Recipient agrees that FMCSA may suspend or terminate all or part of the financial assistance provided herein if the Recipient has violated the terms of the Grant

Agreement or these Standard Terms and Conditions, or if FMCSA determines that the purposes of the statute under which the Project is authorized would not be adequately served by continuation of Federal financial assistance for the Project. Any failure to make reasonable progress on the Project or other violation of this Agreement that significantly endangers substantial performance of the Project shall provide sufficient grounds for FMCSA to terminate this Agreement. The Recipient agrees to give the Federal Motor Carrier Safety Administration at least 90 days' notice of its intention to terminate this agreement.

b. Financial Obligations of the Government.

In general, termination of any financial assistance under this Agreement will not invalidate obligations properly incurred by the Recipient and concurred by FMCSA before the termination date; to the extent those correctly accrued obligations cannot be cancelled.

However, if FMCSA determines that the Recipient has willfully misused Federal assistance funds by failing to make adequate progress, failing to make reasonable use of the Project property, facilities, or equipment, or failing to adhere to the terms of this Agreement, meet required match/cost sharing or maintenance of effort (MOE) levels, FMCSA reserves the right to require the Recipient to refund the entire amount of FMCSA funds provided under this Agreement or any lesser amount as may be determined by FMCSA.

c. De-obligation of Funds.

FMCSA reserves the right to unilaterally de-obligate any remaining grant or cooperative agreement funds due to the time elapsed since the effective date, lack of payment vouchers from the Recipient, lack of plans to expend funds based on this grant, failure to provide quarterly progress reports, or other such determination made by FMCSA. If FMCSA takes action to deobligate funds, a grant amendment/modification must be in place.

Section 32. Project Completion, Settlement, and Closeout.

a. Project Completion.

Within 120 days of the Project completion date or termination by FMCSA, the Recipient agrees to submit a final SF-425, Federal Financial Report, a certification or summary of Project expenses, and third-party au it reports, as applicable.

b. Remittance of Excess Payments.

If FMCSA has made payments to the Recipient in excess of the total amount of FMCSA Federal funding due to cover accumulated expenses, the Recipient agrees to promptly remit that excess and interest as may be required by the "Payment by FMCSA" section of this Attachment.

c. Closeout.

Closeout, as defined in 2 C.F.R. § 200.1, occurs when all required Project work and all administrative procedures described in 2 C.F.R. § 200.344, as applicable, have been completed, and when FMCSA notifies the Recipient and forwards the final Federal assistance payment, or when FMCSA acknowledges the Recipient's remittance of the proper refund amount. Project closeout shall not invalidate any continuing obligations imposed by allowable, allocable, and reasonable costs on the Recipient by this Agreement that supports the project plan(s) or by the FMCSA's final notification or acknowledgment, if it occurs within the period of performance.

Section 33. Severability.

If any provision of this Agreement is held invalid, all remaining provisions of this Agreement shall continue in full force and effect to the extent not inconsistent with such holding.

Section 34. Entire Agreement and Amendments.

This Agreement constitutes the entire agreement between the parties. All prior discussions and understandings concerning such scope and subject matter are superseded by this Agreement.

Any modification not specifically permitted by this agreement requires an Amendment. These modifications may be made only in writing, signed by each party's authorized representative, and specifically referred to as an Amendment to this Agreement. Electronic signatures are binding. However, retroactive modifications to the project plan(s) or any aspects of the budget will not be approved.

Section 35. Use of Information Obtained.

Information obtained under this agreement may only be used by the Recipient to accomplish the project plan under this agreement.

Any information obtained or exchanged between FMCSA and the grant Recipient, to carry out each party 's responsibility under this agreement and project plan, shall not be released by the Recipient to any third-party without the written permission of FMCSA.

Recipient shall ensure that all its employees authorized to access FMCSA data and information systems sign and submit information technology user agreements provided by FMCSA.

Section 36. Miscellaneous Provisions.

a. Prohibition on Human Trafficking.

The Recipient agrees to comply, as applicable, with the provisions of Section 7104(g) of the Trafficking Victims Protection Act of 2000, 22 U.S.C. § 7104 as amended.

b. Wild and Scenic Rivers Act of 1968.

The Recipient agrees to comply, as applicable, with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

c. Fly America Act.

The Recipient shall comply with the provisions of the Fly America Act, 49 U.S.C. § 401 18.

d. Criminal and Prohibited Activities.

The Recipient will adhere to the Program Fraud Civil Remedies Act, 31 U.S.C. § 3801-3812, which provides for the imposition of civil penalties against persons who make false, fictitious, or fraudulent claims to the Federal Government for money. Recipient will also adhere to the False Statements Act, 18 U.S.C. §§ 287 and 1001 which provides that whoever makes or presents any false, fictitious, or fraudulent statements, representation, or claims against the United States shall be subject to imprisonment of not more than 5 years and shall be subject to a fine in the amount provided by 18 U.S.C. § 287. Recipient shall also adhere to the False Claims Act, 31 U.S.C. §

3729, which provides that suits under this act can be brought by the Government or a person on behalf of the Government, for false claims under the Federal assistance programs. Recipient shall also adhere to the Copeland "Anti- Kickback" Act, 18 U.S.C. § 874 and 40 U.S.C. § 3145, which prohibits a person or organization engaged in a federally supported project from enticing an employee working on the project from giving up a part of his compensation under an employment contract.

Section 37. Laptop Encryption.

All laptops used by Recipients, Subrecipients, and contractors in carrying out the Recipient ’s project plan, which contain FMCSA-related data, including sensitive information and Personally Identifiable Information (PII), must be encrypted to the same standards utilized by FMCSA. The FMCSA encryptions standards prescribe whole disk encryption (FOE), which requires software or hardware to encrypt all data on a disk, including the partition tables, whole physical disk, master boot record, and available files. FMCSA requires that each Recipient who utilizes FMCSA sensitive information or PII complete installation of FOE on all laptop computers as soon as practicable, but no later than thirty (30) days from the execution of this agreement and prior to using the laptop to access FMCSA data systems or store FMCSA related data.

Section 38. Innovative Technology Deployment (ITD) provisions.

The following provisions apply where applicable.

a. Compliance with the National ITS Architecture.

The recipient will ensure that Innovative Technology Deployment (ITD) activities, such as hardware procurement, software and system development, infrastructure modifications, etc., are consistent with the National ITS and commercial motor vehicle information and systems architectures and available standards and promote interoperability and efficiency to the extent practicable and required by law.

b. Interoperability.

For implementing ITD capabilities, the recipient will complete interoperability tests and ensure architectural conformance throughout the life of the project. Perform pairwise and end-to-end tests to demonstrate conformance with the standards and interoperability, verify that interfaces between selected products/systems meet the applicable standards, verify dataflow and data usage among the products/systems.

c. Independent Evaluation.

The FMCSA may conduct an independent evaluation of the effectiveness of the project in achieving Federal and State program goals. The independent evaluation will be conducted using existing Federal resources. Participants of projects that are selected for independent evaluations shall cooperate with the independent evaluators and participate in evaluation planning and progress review meetings to ensure a mutually acceptable, successful implementation of the independent evaluation. The FMCSA may contract with one or more independent evaluation contractor(s) to evaluate the projects.

d. Dedicated Short-Range Communications.
If applicable, the State shall also require that its contractors only install Dedicated Short Range Communications (DSRC) equipment that is interoperable and compatible at layers 1 and 2 of the Open Systems Interconnect Reference Model with equipment in operation on the North American

Preclearance and Safety System and the Heavy Vehicle Electronic License Plate Inc.'s PrePass System deployments as well as the International Border Crossing Operational Tests, based upon on ASTM Draft 6, dated February 23, 1996.

Section 39. Federal Funding Accountability and Transparency Act.

The Federal Funding Accountability and Transparency Act (FFATA) of 2006 (Public Law 109-282) requires for each Federal award of $30,000 or more that OMB create a searchable, no cost, publicly accessible website(http://usaspending.gov/) that includes basic information about the recipient and the project being funded. The Government Funding Transparency Act of 2008 (Public Law 110-252) amended FFATA, requiring recipients to report certain information about themselves and their first tier Subrecipient awards obligated as of October 1, 2010. Prime grant recipients/awardees of new non-Recovery Act federally funded grants and cooperative agreements of $30,000 or more awarded on or after October 1, 2024 are subject to FFATA reporting, sub-award reporting requirements and executive compensation reporting requirements as outlined in the Office of Management and Budgets guidance issued August 27, 2010. The prime awardee is required to file a FFATA sub-award report by the end of the month following the month in which the prime recipient awards any sub-grant greater than or equal to $30,000.

Section 40. Executive Order 13513.

Executive Order 13513 (E.O. 13513) requires each Federal agency to encourage contractors, subcontractors, and grant and cooperative agreement recipients and subrecipients to adopt and enforce policies that ban text messaging while driving company-owned or -rented vehicles or Government Owned Vehicles, or while driving Personally Owned Vehicles when on official Government business or when performing any work for or on behalf of the Government. To further the requirement of encouraging such policies, the FMCSA encourages recipients to consider new rules and programs, reevaluate existing programs to prohibit text messaging while driving, and conduct education, awareness, and other outreach for employees about the risks associated with texting while driving. These initiatives should encourage voluntary compliance with the recipient agency's text messaging policy while off duty. For the purposes of these Grant Provisions and Assurances and pursuant to E.O. 13513, the following definitions apply:

"Texting" or "Text Messaging" means reading from or entering data into any handheld or other electronic device, including for the purpose of SMS texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication.

"Driving" means operating a motor vehicle on an active roadway with the motor running, including while temporarily stationary because of traffic, a traffic light or stop sign, or otherwise. It does not include operating a motor vehicle with or without the motor running when one has pulled over to the side of, or off, an active roadway and has halted in a location where one can safely remain stationary.

Section 41. Prohibition on Expending FMCSA Grant Award Funds for Covered Telecommunications Equipment or Services

2 CFR 200.216, *Prohibition on certain telecommunication and video surveillance services or equipment,* prohibits Federal award recipients from using government funds to procure or obtain, or enter contracts to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services.

In accordance with 2 CFR 200.216 and 200.471, FMCSA recipients and subrecipients are prohibited from expending grant funds to:

1. Procure or obtain; or

2. Extend or renew a contract to procure or obtain; or
3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
    i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
    ii. Telecommunications or video surveillance services provided by such entities or using such equipment.
    iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Section 42. Research Activities Involving Human Subjects

Any application that includes research activities involving human subjects, human tissue/cells, or data or recordings from or about human subjects, must satisfy the requirements of the Common Rule for the Protection of Human Subjects ("Common Rule"), codified for the Department of Transportation at 49 C.F.R. Part 11. Research activities involving human subjects that fall within one or more of the classes of vulnerable subjects found in 45 C.F.R. Part 46, Subparts B, C and D must satisfy the requirements of the applicable subpart(s). In addition, any such application that includes research activities on these subjects must be in compliance with all applicable statutory requirements imposed upon the Department of Health and Human Services (DHHS) and other Federal agencies, all regulations, policies and guidance adopted by DHHS, the Food and Drug Administration (FDA), and other Federal agencies on these topics, and all Executive Orders and Presidential statements of policy on applicable topics. (Regulatory Resources: http://www.hhs.gov/ohrp/humansubjects/index.html which includes links to FDA regulations but may not include all applicable regulations and policies).

FMCSA uses the following Common Rule definitions for research and human subjects research:

Research: A systematic investigation, including research development, testing and evaluation, designed to develop or contribute to generalizable knowledge. Activities which meet this definition constitute research for purposes of this policy, whether or not they are conducted or supported under a program which is considered research for other purposes. For example, some demonstration and service programs may include research activities.

Human Subject: A living individual about whom an investigator (whether professional or student) conducting research:

(i) Obtains information or biospecimens through intervention or interaction with the individual, and uses, studies, or analyzes the information or biospecimens; or

(ii) Obtains, uses, studies, analyzes, or generates identifiable private information or identifiable biospecimens.

(1) Intervention includes both physical procedures by which information or biospecimens are gathered and manipulations of the subject or the subject's environment that are performed for research purposes.

(2) Interaction includes communication or interpersonal contact between investigator and subject.

(3) Private information includes information about behavior that occurs in a context in which an individual can reasonably expect that no observation or recording is taking place, and information which has been provided for specific purposes by an individual and that the individual can reasonably expect will not be made public (for example, a medical record). Private information must be individually identifiable (i.e., the identity of the subject is or may readily be ascertained by the investigator associated with the information) in order for obtaining the information to constitute research involving human subjects.

(4) Identifiable biospecimen includes a biospecimen for which the identity of the subject is or may readily be ascertained by the investigator or associated with the biospecimen. See 49 C.F.R. § 11.102 (Definitions).

(5) Identifiable private information is private information for which the identity of the subject is or may readily be ascertained by the investigator or associated with the information.

Section 43. Publications and Identification of Federal Assistance

The Recipient reserves the right to publish the results of its research on the work. Before publishing or making a presentation, however, the Recipient agrees to submit copies of any manuscript proposed for publication to FMCSA at least thirty (30) days in advance of the presentation or publication date to identify any inadvertent disclosure of any FMCSA proprietary information. If the Recipient does not ask to defer publication within thirty (30) days after receipt of the manuscript so that patent applications may be filed or proprietary information may be removed, the Recipient may proceed with publication or presentation. In the event FMCSA asks to defer publication, the Recipient shall not publish or otherwise disclose to any third party any of the information contained in the manuscript until such time as a patent application has been filed or the expiration of sixty (60) days after the date of submission of the manuscript to FMCSA, whichever occurs first. To comply with scientific publication standards, FMCSA may be identified as the source of funding for the research.

Except for confidential, privileged, or proprietary information in the Report, FMCSA may publish the Report, and make it available for publication on the Internet or in any other venue. The Recipient agrees that: (i) It will display information on any product developed with federal assistance for which the U.S. Department of Transportation, Federal Motor Carrier Safety Administration provided federal assistance to support the development of the product that is tangible and is produced from, or is a result of, a Project, is a deliverable, and visible to the public, or is or will be made available to other research organizations, or public transportation providers, and consists of equipment, a prototype, hardware, construction, reports, data, software, internet pages, or any similar item. (ii) The information required will be given using an appropriate sign, designation, or notice.

Section 44. Certification.

The Recipient certifies that the statements it made in the grant application are true and correct, and Recipient understands that any false statements made as part of these certifications can be prosecuted.

Section 45. Small and Disadvantaged Business Requirements.

If any funds under this award are administered by or through a State Department of Transportation, the Recipient shall expend those funds in compliance with the requirements at 49 C.F.R. part 26, including any amendments thereto.

If any funds under this award are not administered by or through a State Department of Transportation, the Recipient shall expend those funds in compliance with the requirements at 2 C.F.R. 200.321, including any amendments thereto.

Commonwealth of Kentucky
CONTRACT

Document Number: PON2 520 2600000732 **Version:** 1

Record Date:

Document Description: Kentucky Transportation Cabinet MOA

Cited Authority: FAP111-44-00
Memorandum of Agreement

Reason for Modification:

Issuer Contact:

Name: Kristie Graham

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Vendor Name:

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Billing Information:

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Frankfort KY 40601

Effective From: 12/01/2025 **Effective To:** 09/30/2027

Line Item	Delivery Date	Quantity	Unit	Description	Unit Price	Contract Amount	Total Price
1		0.00000		Kentucky Transportation Cabinet MOA	$0.000000	$1,477,503.25	$1,477,503.25

Extended Description:

The Kentucky State Police will partner with Kentucky Transportation Cabinet to complete multiple projects to help support the Commercial Motor Vehicle safety programs.

TOTAL CONTRACT AMOUNT	$1,477,503.25

Memorandum of Agreement

This Memorandum of Agreement (Agreement, Contract, or MOA) is entered into, by and between the Commonwealth of Kentucky, Kentucky State Police (“the Commonwealth”) and Kentucky Transportation Cabinet (“the Contractor”) to establish an agreement for the performance and administration of the Commonwealth's Motor Carrier Safety Assistance Program ("MCSAP"). The initial MOA is effective from December 01, 2025, through September 30, 2027.

Federal award identification:

1. Subrecipient name (which must match the name associated with its unique entity identifier): Kentucky Transportation Cabinet
2. Subrecipient's unique entity identifier: MFCBQTH5FFK3
3. Federal Award Identification Number (FAIN): 69A3602531606MCG0KY
4. Federal Award Date (see the definition of Federal award date in § 200.1 of this part) of award to the recipient by the Federal agency): April 28, 2025.
5. Subaward Period of Performance Start and End Date: December 01, 2025, through September 30, 2027
6. Subaward Budget Period Start and End Date: December 01, 2025 through September 30, 2027
7. Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient: $1,555,270.00.
8. Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current financial obligation: 1,477,503.25.
9. Total Amount of the Federal Award committed to the subrecipient by the pass-through entity: $1,555,270.00.
10. Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA): Motor Carrier Safety Assistance Program (MCSAP) related activities.
11. Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity: United States Department of Transportation, Federal Motor Carrier Safety Administration ("FMCSA"), The Kentucky State Police, Major Emily Horton.
12. Assistance Listings number and Title; the pass-through entity must identify the dollar amount made available under each Federal award and the Assistance Listings Number at time of disbursement: 20.218 Motor Carrier Safety Assistance
13. Identification of whether the award is R & D; Not Applicable.
14. Indirect cost rate for the Federal award (including if the de minimis rate is charged) per § 200.414.
    a. As required by 2 CFR 200.331(a)(4), the indirect cost rate(s) for this project at the time the agreement is written is zero percent (0%). This rate may change during the term of this Agreement upon notice to the Commonwealth and the Commonwealth’s subsequent written approval.
    b. If the approved rate(s) change(s) during the term of this Agreement, Agency shall invoice the Commonwealth using the current indirect cost rate(s) for the project on file with the Commonwealth at the time the work is performed. If Agency does not have approved indirect cost rate(s) on file with the Commonwealth at the time the work is performed, Agency shall invoice the Commonwealth using a zero percent (0%) rate.

Definitions:

For the purposes of this agreement, the definitions listed in this section shall represent the common and exclusive understanding of the parties hereto. The singular and plural form, as well as the small or upper case, of any defined term can be used interchangeably regardless of whether the definition refers to the singular or plural term, or uses the small or upper case, and pronouns shall be deemed to include all genders.

1. “Agreement,” Contract,” and “MOA” shall mean this document establishing the conditions of the subaward provided by the Commonwealth to a subrecipient for the subrecipient to carry out part of a Federal award received by the Kentucky State Police which is acting as a pass-through entity. Per the United States Department of Justice (DOJ) Grants Financial Guide, a subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.
2. “Contractor” shall mean a designated agency that has received a subaward subject to oversight by the Commonwealth of Kentucky, Kentucky State Police.
3. “FMCSA” shall mean the Federal Motor Carrier Safety Administration.
4. “MCSAP” shall mean the Federal Motor Carrier Safety Assistance Program and corresponding statutes and implementing regulations.
5. “Technical Assistance” shall mean the sharing of information and expertise, instruction, skills training, and transmission of working knowledge, including, but not limited to:
    a. Program technical assistance related to the methods of carrying out the program.
    b. Financial technical assistance related to the methods used to manage the federal funds received by the sub-recipient.

Scope of Services:

The primary objective of the project is to help reduce the number and severity of collisions and hazardous materials incidents involving commercial motor vehicles (CMV). The goal of the MCSAP is to reduce CMV-involved collisions, fatalities, and injuries through consistent, uniform, and effective CMV safety programs.

The Commonwealth shall:

1. Have sole discretion to determine whether the Contractor’s expenditures referenced in this contract are reasonable, allowable, and in compliance with the terms and conditions set out in this MOA.
2. Develop and implement a risk-based monitoring plan to evaluate Contractor in accordance with the requirements of 2 C.F.R. § 200.332.
3. Evaluate each Contractor's risk of noncompliance with Federal statutes, regulations, and the terms and conditions of the contract for purposes of determining the appropriate subrecipient monitoring schedule as described in 2 C.F.R. § 200.332 (d) and (e).
4. Conduct regular desk monitoring and on-site monitoring of all contracts in accordance with the Commonwealth’s risk-based monitoring schedule or in response to an emergent issue.
5. In furtherance of the Commonwealth's contractual obligations to the Federal Motor Carrier Safety Administration (FMCSA), and in recognition of the Commonwealth’s responsibility to coordinate the motor carrier safety activities of the Contractor, coordinate and assist Contractor in the preparation and timely submission to the Commonwealth of required safety program documentation.
6. Monitor the activities of the Contractor as necessary to ensure that the funds related to the contract are used for authorized purposes, in compliance with statutes, regulations, and the terms and conditions of the contract, and that contract performance goals are achieved.
7. Review Budget items in the Commercial Vehicle Safety Plan ("CVSP") for their necessity and reasonableness to the operation of MCSAP activities.
8. Maintain a copy of site visit results and other documents related to contractor compliance.
9. Complete all federal reporting required as the recipient of MCSAP funds.
10. Reimburse the Contractor in accordance with the pricing section within this MOA.

The Contractor shall:

1. Agree and acknowledge that it possesses the human resources to conduct MCSAP-related activities as specified in 49 CFR 350.

2. Agree and acknowledge, as federal funds are involved in this MOA, as well as certifies compliance with, all provisions contained in Exhibit A attached hereto and incorporated fully herein by reference.
3. Pursuant to section (3)(b)(iv)(A) of Executive Order 14173, Ending Illegal Discrimination and Restoring Merit-Based Opportunity, agree that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the federal government's payment decisions for purposes of section 31 U.S.C. 3729(b)(4), and pursuant to section (3)(b)(iv)(B) of Executive Order 14173, certify that it does not operate any programs promoting diversity, equity, and inclusion (DEI) initiatives that violate any applicable Federal anti-discrimination laws.
4. Submit to KSP by April 30, 2026, a CVSP which contains elements set forth in 49 CFR 350.209 through 49 CFR 350.213.
5. Conduct MCSAP activities in accordance with 49 CFR 350, using funds only for the purposes outlined in this MOA. These activities shall be consistent with those put forth in the CVSP.
6. Provide all required financial and programmatic documentation within 30 days of the end of each quarter to allow the Commonwealth to complete all required federal reporting.
7. Agree to program monitoring of its MCSAP activities, including administrative and fiscal functions, within 90 days of the final execution of this MOA.
8. In accordance with 49 CFR 350.223, make in-kind contributions, in an amount not to exceed _5%_ percent of the total program costs, _$77,766.75_, or as specified in the budget approval letter.
9. Agree that any MCSAP funds not used by the Contractor shall not be carried forward and shall revert to KSP.
10. Agree that it shall only purchase equipment with MCSAP funds for the operation MCSAP activities that is listed in the Budget section of its CVSP.
11. Agree that if the Contractor ceases participation in MCSAP activities, any equipment purchased with MCSAP funds in excess of $5,000 shall be returned to KSP.
12. Acknowledge and agree that expenditures lacking supporting documentation may be deemed unallowable and subject to refunding to the Commonwealth at the Commonwealth's discretion.
13. Ensure that all Contractor personnel who engage in activities pursuant to this MOA are trained and certified as required by applicable law, regulation, and policy.
14. Perform the services under this MOA as a subrecipient and be exclusively responsible for all costs and expenses related to the employment of individuals to perform the work under this MOA including, but not limited to, retirement contributions, workers' compensation, unemployment taxes, and state and federal income tax withholdings.
15. Acknowledge and agree that the Commonwealth, the federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records of Contractor, which are directly pertinent to this MOA for the purpose of making audits, examinations, excerpts, and transcripts for a period of three (3) years after final payment. Copies of applicable records shall be made available upon request.
16. Acknowledge and agree as a recipient of grant funds, pursuant to this MOA with Commonwealth, Contractor assumes sole liability for Contractor's breach of the conditions of the grant, and shall, upon such breach of grant conditions that requires the Commonwealth to return funds to FMCSA, the grantor, hold harmless and indemnify the Commonwealth for an amount equal to the funds received under this MOA; or if legal limitations apply to the indemnification ability of the Contractor, the indemnification amount shall be the maximum amount of funds available for expenditure, including any available contingency funds or other available non-appropriated funds, up to the amount received under this MOA.

Pricing:

1. In consideration for the services performed, the Commonwealth agrees to reimburse Contractor, pursuant to its obligations set forth above, an amount not to exceed $1,477,503.25., in federal funds for personal services, performing selected enforcement work as described above. No state funds are obligated under this MOA.
2. Payments shall be made through a reimbursement process only, on a quarterly basis unless otherwise specified by the Commonwealth.

3. Contractor shall file claims for reimbursement within 30 days of the end of each quarter with submission of adequate supporting documentation of costs (e.g. payroll runs, invoices, proofs of payment, etc.).
4. Contractor shall submit the final claim for the MOA period within 30 days of the ending date.
5. The Commonwealth will provide payment within thirty (30) days of receipt of a valid, approved invoice, contingent on Contractor's submission of adequate supporting documentation of costs (e.g. payroll runs, invoices, proofs of payment, etc.).
6. Reimbursement shall be based on the Contractor's percentage effort and salary/fringe expenses.
7. No reimbursement of travel expenses will be allowed unless the expense is directly related to MCSAP-related activities as specified in 49 CFR 350.
8. The Contractor shall be reimbursed for no spending unless and except as specifically authorized by the specifications of this MOA or authorized in advance and in writing by the Commonwealth.
9. Payments shall also be contingent on the Commonwealth's receipt of Contractor's required reports and a determination by the Commonwealth that the Contractor's services are reasonable, allowable, and in compliance with the terms and conditions set forth in this MOA. The preceding sentence shall not be interpreted to foreclose a later finding by the Commonwealth that such funds were used for an unallowable cost, unreasonably, or not in compliance with the purposes and requirements set out in this MOA.

JUSTICE AND PUBLIC SAFETY CABINET, KENTUCKY STATE POLICE TERMS AND CONDITIONS

1. Contractor shall comply at all times with all applicable federal, state, and local laws and regulations as well as other controlling legal precedent.
2. Contractor shall comply with all applicable Commonwealth of Kentucky Executive Department policies and procedures, and Commonwealth Office of Technology policies and procedures.
3. Contractor shall report any and all acts and omissions constituting a violation of applicable federal, state, or local laws, policies and procedures, or this MOA, to the Commonwealth in writing within one business day of the discovery of the violation.
4. Contractor, including any subcontractors or agents of Contractor, agrees to comply with all applicable state and federal confidentiality laws, including the confidentiality provisions of the Family Educational Rights and Privacy Act and the Health Insurance Portability and Accountability Act and to protect the security, confidentiality, and integrity of such information. Contractor acknowledges and agrees that the Commonwealth shall be entitled, without waiving any other rights or remedies, to injunctive or equitable relief to enforce the requirements of this provision of this MOA.
5. Vendors and other state agencies that receive Personal Information as defined by and in accordance with Kentucky's Personal Information Security and Breach Investigation Procedures and Practices Act, KRS 61.931, et seq. ("the Act"), shall secure and protect the Personal Information by, without limitation, complying with all requirements applicable to non-affiliated third parties set for in the Act.
    - 5.1. "Personal Information" is defined in accordance with KRS 61.931(6) as "an individual's first name or first initial and last name; personal mark; or unique biometric or genetic print or image, in combination with one(1) or more of the following data elements:
        - 5.1.1. An account, credit card number, or debit card number that, in combination with any required security code, access code, or password, would permit access to an account;
        - 5.1.2. A Social Security number;
        - 5.1.3. A taxpayer identification number that incorporates a Social Security number;
        - 5.1.4. A driver's license number, state identification card number, or other individual identification number issued by an agency;
        - 5.1.5. A passport number or other identification number issued by the United States government; or
        - 5.1.6. Individually Identifiable Information as defined in 45 C.F.R. sec. 160.013 (of the Health Insurance Portability and Accountability Act), except for education records covered by the Family Education Rights and Privacy Act, as amended 20 U.S.C. sec. 1232g.

5.2. As provided in KRS 61.931(5), a "non-affiliated third party" means "any person or entity that has a contract or agreement with the Commonwealth and receives (accesses, collects, or maintains) personal information from the Commonwealth pursuant to the contract or agreement."

5.3. Contractor agrees to cooperate with the Commonwealth in complying with the response, mitigation, correction, investigation, and notification requirements of the Act.

5.4. Contractor shall notify as soon as possible, but not to exceed seventy-two (72) hours, the Commonwealth, the Commissioner of the Kentucky State Police, the Auditor of Public Accounts, and the Commonwealth Office of Technology, of a determination of, or knowledge of, a breach, unless the exception set forth in KRS 61.932(2) applies and Contractor abides by the requirements set for in that exception. Notification shall be in writing on a form developed by the Commonwealth Office of Technology

5.5. Contractor agrees to undertake a prompt and reasonable investigation of any breach as required by KRS 61.933.

5.6. Upon conclusion of an investigation of a security breach of Personal Information as required by KRS 61.933, Contractor agrees to an apportionment of the costs of the notification, investigation, and mitigation of the security breach.

5.7. In accordance with KRS 61.932(2)(a), Contractor shall implement, maintain, and update security and breach investigation procedures that are appropriate to the nature of the information disclosed, that are at least as stringent as the security and breach investigation procedures and practices established by the Commonwealth Office of Technology.

6. Contractor agrees that Contractor will not distribute, divulge, publish, or release any data or information obtained from or owned by the Commonwealth without the prior written approval of the Commonwealth unless compelled to do so by law or by a judicially signed order from a court of competent jurisdiction. Contractor acknowledges that Contractor receives the Commonwealth's data or information solely for the purposes of this MOA, and that Contractor's receipt of the Commonwealth's data or information in no way creates any ownership interest in the Commonwealth's data or information, unless explicitly provided otherwise within the terms and conditions of this MOA.
7. Contractor shall ensure that any and all access to Commonwealth data by Contractor's personnel is limited to only those personnel with a necessary and essential purpose to fulfill the terms and conditions within this MOA.
8. Contractor shall not utilize Commonwealth data for the Contractor's benefit except as contemplated within and pursuant to the terms and conditions of this MOA. Contractor agrees that Contractor shall not sell or resell any Commonwealth data.
9. Contractor shall ensure that any and all data transmitted and received on behalf of and as directed by the Commonwealth is transmitted and received only via secure methods and protocols.
10. Upon the expiration of the term of this MOA, unless it is renewed prior to its expiration, Contractor shall either: (1) return any and all data provided by the Commonwealth, destroy any and all copies of the data in whatever form they occur, complete the attached Data Destruction Certification, and submit the certificate to the Commonwealth no less than 7 calendar days after expiration of this MOA; (2) destroy the data, including any and all copies of the data in whatever form they occur, without returning the data to the Commonwealth, complete the attached Data Destruction Certification, and submit the certificate to the Commonwealth no less than 7 calendar days after expiration of this MOA; or (3) retain the data subject to the terms of this MOA regarding data ownership, privacy, and breach. The Commonwealth retains discretion to choose the option that shall be performed. In the event that the Commonwealth has not communicated which option should be followed, then the default option shall be the actions listed in option (1).
11. The parties agree that they receive all information communicated between them before the execution of this MOA in strict confidence and that the receiving party, its agents, or employees shall not, without prior written consent of the other party, disclose any such information, subject to Commonwealth of Kentucky and federal disclosure laws.
12. Contractor shall not represent that a working copy, draft, or the finalized version of this MOA is identical to a previous iteration of this MOA if they have made edits since the last iteration. Contractor shall clearly present all edits, either through editing functions in word processing software, or as a list provided contemporaneously with the most recently edited iteration.

13. During the term of this MOA, Contractor shall be authorized in Contractor's sole discretion to discipline, terminate, or take any other personnel action against Contractor's personnel. Upon communication by Commonwealth of an issue with Contractor's personnel, Contractor shall have the sole authority to take action to effect a solution.
14. This MOA shall not, in any way, be construed so as to create an employment relationship, partnership, or any kind of joint undertaking or venture between the Parties hereto.
15. At no point shall the Contractor or Contractor personnel be considered an employee of the Commonwealth for any purpose, including but not limited to unemployment, taxes, withholding, health insurance, liability, retirement, workers' compensation, vacation, sick or other leave, the Family Medical Leave Act, accrued benefits, evaluations, or any other purpose.
16. Nothing in this MOA shall be construed, in any way, as granting to any individual providing services under this MOA any of the claims, privileges, or rights established or recognized under KRS Chapter 16, KRS Chapter 18A, or KAR Title 101.
17. In no event shall any person or entity be deemed to be a third-party beneficiary of this MOA.
18. To the extent permitted by law, Contractor agrees to indemnify and hold harmless the Commonwealth against any and all claims, losses, demands, obligations, and litigation, including attorneys' fees, that result from or by: (1) goods tendered and services rendered by the Contractor or any subcontractor in connection with performance of this MOA; (2) any and all bad-faith, erroneous, negligent, reckless, and unlawful acts and omissions of the Contractor and any subcontractor, including but not limited to any officers or employees, in the performance of this MOA; (3) the Contractor's or any subcontractor's creation of a hazardous condition or exacerbation of a pre-existing hazardous condition; (4) the Contractor's or any subcontractor's publication, translation, reproduction, delivery, performance, use, or disposition, of any data processed under the contract in a manner not authorized by the contract, or by federal or Commonwealth regulations or statutes; (5) the Contractor's employment practices during the term of this MOA; and (6) any failure of the Contractor and any subcontractor, including but not limited to any officers or employees, to observe federal, state, and local laws, including but not limited to labor laws and minimum wage laws.
19. Contractor acknowledges that the Commonwealth may execute agreements with other vendors for additional or related goods and services that are the same or address, interact with, or otherwise regard this MOA. Contractor shall fully cooperate with such other vendors and vendor personnel, agents, and designees. Contractor shall not commit any act; allow any omission; or permit its personnel, agents, or designees to commit any act or allow any omission that will interfere with the performance of work by any other vendor or any other vendor's personnel, agents, or designees.
20. Each party shall provide a contact to resolve any and all issues related to this MOA and promptly update the contact information as necessary.
21. All notices under this MOA shall be given in writing. Electronic mail constitutes a writing.
22. No change, waiver, or discharge of any liability or obligation under this MOA on any one or more occasions by the Commonwealth shall be deemed a waiver by the Commonwealth of performance of any continuing or other obligation, or shall prohibit the Commonwealth's enforcement of any obligation, on any other occasion.
23. No party shall assign and/or subcontract its respective rights or obligations under this MOA without prior written consent of the other party. Any purported assignment, subcontract, or delegation in violation of this MOA is void.
24. The terms and conditions of this MOA may only be amended by mutual written consent of both parties.
25. Contractor agrees that any and all violations of this MOA may result in the immediate termination of this MOA.
26. If any term or provision or any part of this MOA is declared invalid or unenforceable, the remainder of this MOA shall not be affected, and each term and provision of this MOA shall be valid and enforceable to the fullest extent permitted by the law.
27. This MOA is the final and exclusive agreement between the parties. All prior negotiations and agreements are superseded by this MOA.
28. Nothing in this MOA shall be deemed to waive, or otherwise limit, the rights, privileges, immunities, including sovereign immunity granted under Kentucky Constitution §§ 230 & 231 and the United States Constitution Eleventh Amendment, and matters of defense now available or hereafter made available to the Commonwealth and/or its officers and employees.
29. Contractor shall ensure that all subcontractors comply with the provisions of this MOA.

EXHIBIT A

Federal Motor Carrier Safety Administration,
Financial Assistance Agreement General Terms and Conditions*

**Note: the following Federal Award Conditions are provided verbatim, with the exception of Section 20 below, which includes language required by DOT Order No. 1050.2A, from the Federal Motor Carrier Safety Administration Financial Assistance Agreement General Terms and Conditions provided by the United States Department of Transportation. This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions. For purposes of this subaward, within the federal General Terms and Conditions provided by the United States Department of Transportation, "Recipient" refers to the Commonwealth of Kentucky, Kentucky State Police and "Subrecipient" refers to the Kentucky Transportation Cabinet (KYTC). Any condition imposed on the Recipient herein is likewise imposed on the Subrecipient.*

Section 1. Grant Authority

a. Contract Authority.

The Infrastructure Investment and Jobs Act (IIJA), Public Law 117-58, grants FMCSA contract authority. As codified in 49 U.S.C. §31104, the Secretary of Transportation's approval of the grant funds made available imposes a contractual obligation upon the United States for payment of the Government 's share of costs in carrying out the grant objectives.

b. Lapse in Appropriations and/or Authorization.

Except in limited circumstances, the absence of FMCSA appropriations and/or authorization prevents the continuation of Federal supervision and support to the performance of a grant. In the absence of such supervision or support, the Recipient may only continue to proceed with its work if (1) the performance of such grant is not incurring obligations from the lapsed appropriations; (2) if continued grant management supervision or support is not critical to the Recipient's continued performance of the work; (3) and FMCSA has approved the continuation of such work. FMCSA will make such determinations in accordance with the Executive Office of the President, Office of Management and Budget.

Section 2. Effective Date.

Recipient acknowledges that Federal funds are obligated on the effective date of the Grant Agreement. The effective date is the date that the Grant Agreement contains the authorized signatures of both parties to this agreement. Where the dates accompanying the signatures differ from party to party, the effective date of the Grant Agreement shall be the most recent of these dates.

Section 3. Electronic Signatures.

The Recipient understands that electronic signatures are binding. An electronic signature to the Grant Agreement commits the Recipient to these Provisions and Assurances, as well as all requirements denoted in Section 4.

Section 4. General Requirements.

a. Obligation of Recipient to Comply.

The Recipient shall ensure that Federal funding is expended in full accordance with the United States Constitution, Federal law, and statutory and public policy requirements: including but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination; and Recipient will cooperate with Federal officials in the enforcement of Federal law, including cooperating with and not impeding U.S. Immigration and Customs Enforcement (ICE) and other Federal offices and components of the Department of Homeland Security in and the enforcement of Federal immigration law including but not limited to:

- Bringing in and harboring certain aliens – 8 U.S.C. 1324
- Aiding or assisting certain aliens to enter – 8 U.S.C. 1327

The Recipient understands that by signing the Grant Agreement, the Recipient is agreeing to carry out the approved project plan and the approved budget and to comply with all applicable Federal laws and requirements imposed by the FMCSA concerning special requirements of law, program requirements, and other administrative requirements. This includes, but is not limited to: (1) 49 U.S.C. chapters 311 and 313 (2016), as applicable and denoted in the Notice of Grant Agreement; (2) IIJA; (3) U.S. Department of Transportation (DOT) regulations; (4) Federal Financial Assistance regulations (2 C.F.R. part 200); and (5) the Federal Grant and Cooperative Agreement Act of 1977.

For all Federal awards, compliance with statutory and national policy requirements also includes the provisions of the Federal Funding and Accountability Transparency Act (FFATA), which includes requirements on executive compensation, and also requirements implementing the Act for the non-Federal entity, codified at 2 C.F.R. part 25 and 2 C.F.R. part 170. See also statutory requirements for whistleblower protections at 10 U.S.C. §§ 2324 and 2409 and 41U.S.C. § § 4304, 4310, and 4712.

b. Application of Federal, State, and Local Laws and Regulations.

i. Federal Laws.

The Recipient understands that Federal laws, Executive Orders, regulations, policies, and related administrative practices applicable to this Agreement on the date the Agreement was executed may be modified from time to time. The Recipient agrees that the most recent of such Federal requirements will govern the administration of this Agreement at any particular time. Likewise, new Federal laws, Executive Orders, regulations, policies, and administrative practices may be established after the date the Agreement has been executed and may apply to this Agreement. To achieve compliance with changing Federal requirements, the Recipient agrees to include in all Subrecipient agreements and third-party contracts financed with FMCSA assistance, specific notice that Federal requirements may change and the changed requirements will apply to the Project as required. All limits or standards set forth in this Agreement to be observed in the performance of the Project are minimum requirements.

ii. State or Territorial Law and Local Law.

Except to the extent that a Federal statute or regulation preempts State or territorial law, nothing in this Agreement shall require the Recipient to observe or enforce compliance with any provision thereof, perform any other act, or do any other thing in contravention of any applicable State or territorial law; however, if any of the provisions of this Agreement violate any applicable State or territorial law, or if compliance with the provisions of this Agreement would require the Recipient to violate any applicable State

or territorial law, the Recipient agrees to notify the FMCSA immediately in writing in order that FMCSA and the Recipient may make appropriate arrangements to proceed with the Project as soon as possible.

c. Subrecipients.

State Recipients shall follow State law and procedures when awarding and administering subawards to local and Indian tribal governments including 2 C.F.R. § 200.317. All other non-federal entities, including Subrecipients of a State, will follow 2 C.F.R. § 200.318, General procurement standards, through § 200.326, Contract provision, as well as the Standards for Financial and Program Management, at §§ 200.300 through 200.309. Subrecipient means a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A Subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

d. Subawards.

Subaward means an award provided by a pass-through entity to a Subrecipient for the Subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

e. Pass-Through Entity.

Pass-through entity means a non-Federal entity that provides a subaward to a Subrecipient to carry out part of a Federal program. All Pass-Through Entities must comply fully with 2 C.F.R. §§ 200.330, 200.331, 200.332, and 200.505.

f. Prohibition Against Transferring An Award.

The Recipient is prohibited from transferring or subrogating their rights and responsibilities of the grant program and funds associated with that grant to another entity. Subrogation is when a non-federal entity substitutes another entity, not awarded the subject grant by FMCSA, to a lawful claim, demand, or right, so that that entity succeeds to the rights of the other in relation to the debt or claim, and its rights, remedies, or fund access. The act of sub-awarding to a Subrecipient is not considered as the subrogation of the Recipient’s award.

Section 5. Internal Controls. The Recipient must:

a. Establish and maintain effective internal control over the Federal award that provides reasonable assurance that the non-Federal entity is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the Federal award. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States and the "Internal Control Integrated Framework," issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO);

b. Comply with Federal statutes, regulations, and the terms and conditions of the Federal awards;

c. Evaluate and monitor the non-Federal entity's compliance with statute, regulations and the terms and conditions of Federal awards;

d. Take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; and

e. Take reasonable measures to safeguard protected personally identifiable information and other information the Federal awarding agency or pass-through entity designates as sensitive or the non-Federal entity considers sensitive consistent with applicable Federal, state and local laws regarding privacy and obligations of confidentiality.

Section 6. Ethics.

a. Written Code of Ethics.

The Recipient agrees to maintain a written code or standards of ethical conduct that shall govern the performance of its officers, inspectors, investigators, employees, board members, or agents engaged in the award and administration of contracts supported by Federal funds. The code or standards shall provide that the Recipient's officers, inspectors, investigators, employees, board members, or agents may neither solicit nor accept gratuities, favors or anything of monetary value from present or potential contractors, Subrecipients, or regulated entities. The Recipient may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. As permitted by State or local law or regulations, such code or standards shall provide for penalties, sanctions, or other disciplinary actions for violations, including removal by the Recipient's officers, inspectors, investigators, employees, board members, or agents, or by contractors or Subrecipients or their agents for any real or apparent conflict of interest.

b. Personal Conflict of Interest.

The Recipient's code or standards must provide that no employee, officer, inspector, investigator, board member, or agent of the Recipient may participate in the selection, award, or administration of a contract supported by Federal funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when any of the parties set forth below has a financial or other interest in the firm selected for award:

i. The employee, officer, board member, or agent;
ii. Any member of his or her immediate family;
iii. His or her partner; or
iv. An organization that employs, is considering to employ, or is about to employ, any of the above.

c. Organizational Conflicts of Interest.

The Recipient's code or standards of conduct must include procedures for identifying and preventing real and apparent organizational conflicts of interests, such as performing consulting on motor carrier matters, or ownership of commercial trucking companies. An organizational conflict of interest exists when the nature of the work to be performed under a proposed third-party contract or subaward, may, without some restrictions on future activities, result in an unfair competitive advantage to the contractor Subrecipient or impair the contractor's or Subrecipient's objectivity in performing the contract work.

Section 7. Hatch Act.

The Recipient agrees to comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7321-7326), which limit the political activities of state or local employees whose principal employment is in connection with programs financed in whole or in part by loans or grants made by the United States or a Federal agency. The Hatch Act specifically exempts employees of educational institutions, and the Hatch is not applicable to private, nonprofit organizations unless the statutes through which the nonprofit organizations derive their federal funding contain a provision stating that the recipient organizations are deemed to be state or local government agencies for purposes of the Hatch Act. On December 19, 2012, Congress passed the Hatch Act Modernization Act of 2012 (the Act). The Act became effective on January 27, 2013. Now, only state, D.C., or local government employees whose salaries are paid for entirely by federal funds are prohibited from running for partisan office. All other state, D.C., and local employees, even if they are otherwise covered by Hatch Act restrictions are free under the Hatch Act to run for partisan office.

Section 8. Limitation on Use of Federal Funds for Lobbying for Grants in Excess of $100,000.

By signing this agreement, the Recipient declares that it is in compliance with 31 U.S.C. § 1352, which prohibits the use of federally appropriated funds to influence a Federal employee, officer, or Member of Congress in connection with the making or modification of any Federal grant, loan, contract, or cooperative agreement. Unless the payment of funds is otherwise reported to FMCSA, signing this agreement constitutes a declaration that no funds, including funds not federally appropriated, were used or agreed to be used to influence this grant.

Recipients of subawards in excess of $100,000 must make the same declarations to the Recipient. With respect to the payment of funds not federally appropriated by the Recipient and Subrecipients, the Recipient must report to the FMCSA the name and address of each person paid or performing services for which payment is made, the amount paid, and the activity for which the person was paid.

Section 9. Contracting (Federal Standards).

The Recipient and Subrecipients agree to comply with the Procurement Standards requirements set forth at 2 C.F.R. §§ 200.317 through 200.326 inclusive, whichever may be applicable, and with applicable supplementary U.S. DOT or FMCSA directives or regulations. If determined necessary for proper Project administration, FMCSA reserves the right to review the Recipient's technical specifications and requirements.

Section 10. Notification Requirement.

With respect to any procurement for goods and services (including construction services) having an aggregate value of $500,000 or more, the Recipient agrees to:

a. Specify in any announcement of the awarding of the contract for such goods or services the amount of Federal funds that will be used to finance the acquisition; and

b. Express the said amount as a percentage of the total costs of the planned acquisition.

Section 11. Debarment and Suspension.

The Recipient agrees to obtain certifications on debarment and suspension from its third-party contractors and Subrecipients and otherwise comply with U.S. DOT regulations, Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug-Free Workplace (Grants), 49 C.F.R. part 32.

This action of certification shall take place for each federal year, regardless of prior certification completed for a Subrecipient or contractor.

Section 12. Notification of Third-Party Contract or Subaward Disputes or Breaches.

The Recipient agrees to notify FMCSA of any current or prospective major dispute, breach, or litigation pertaining to any third-party contract or subaward. If the Recipient seeks to name FMCSA as a party to litigation for any reason, the Recipient agrees first to inform FMCSA before doing so. This provision applies to any type of litigation whatsoever, in any forum.

Section 13. Records Retention.

a. Requirement to Retain Records.

During the course of the Project and for three years after the final Federal financial report is submitted (form SF-425), the Recipient agrees to retain intact and to provide any data, documents, reports, records, contracts, and supporting materials relating to the Project as FMCSA may require. Reporting and record-keeping requirements are set forth in 2 C.F.R. § 200.333.

b. Access to Recipient and Subrecipient Records.

The Recipient, and related subrecipients, will give FMCSA, the Secretary of Transportation, the Comptroller General of the United States, or any of their duly authorized representatives, and, if appropriate the State, through any authorized representative, access to and the right to examine all records, books, papers or documents related to the award and will establish a proper accounting system in accordance with generally accepted accounting standards. Access requirements to records are set forth in 2 C.F.R. § 200.336.

Section 14. Audit and Inspection.

a. Inspector General Act of 1978.

Under the Inspector General Act of 1978, as amended, 5 U.S.C. App. 3 § 1 et seq., an audit of the award may be conducted at any time.

b. Single Audit Act Amendments of 1996.

The Recipient agrees to undergo the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and 2 C.F.R. § 200.501.

c. Other Audit Requirements.

A Recipient that is: (a) a State, local government or Indian tribal government, an institution of higher education or nonprofit organization agrees to comply with the audit requirements of 2 C.F.R. § 200.501, and any revision or supplement thereto; (c) a private for-profit organization agrees to comply with the audit requirements of 2 C.F.R. § 200.501(h).

It is imperative that Recipients submit required Single Audits within the time limits specified in the Circular. The Recipient agrees to submit the data collection form and copies of the reporting package required under the Single Audit Act Amendments of 1996 and 2 C.F.R. § 200.501 to:

The Federal Audit Clearinghouse Bureau of the Census 1201
East 10 Street,
Jefferson, IN 47132.

The Recipient agrees to obtain any other audits required by FMCSA. Project closeout will not alter the Recipient's audit responsibilities. Audit costs for Project administration and management are allowable under this Project to the extent authorized by 2 C.F.R. § 200.501.

The Recipient agrees to permit FMCSA, the Secretary of Transportation and the Comptroller General of the United States, or their authorized representatives, to inspect all Project work, materials, payrolls, and other data, and to audit the books, records, and accounts of the Recipient and its Subrecipients pertaining to the Project. The Recipient agrees to require each Subrecipient to permit the Secretary of Transportation and the Comptroller General of the United States, or their duly authorized representatives, to inspect all work, materials, payrolls, and other data and records involving that subaward, and to audit the books, records, and accounts involving that subaward as it affects the Project.

Section 15. Responsibility for Reporting Fraudulent Activity, Waste, and Abuse.

The Recipient understands that the Federal government shall pursue administrative, civil, or criminal action under a variety of statutes relating to fraud and making false statement or claims.

The Recipient is required to contact the DOT, the Office of Inspector General (OIG), if the Recipient becomes aware of the existence (or apparent existence) of fraudulent activity, waste, or abuse.

The OIG has authority within the DOT to conduct criminal investigations. The DOT OIG maintains a post office box and a toll-free hotline for receiving information from individuals concerning fraud, waste, or abuse under DOT grants and cooperative agreements. The hotline is available 24 hours a day, 7 days a week at https://www.oig.dot.gov/Hotline. The identity of the caller is kept confidential, and callers are not required to give their names.

Examples of fraud, waste, and abuse that should be reported include, but are not limited to, embezzlement, misuse, or misappropriation of grant funds or property, and false statements, whether by organizations or individuals. Other examples include, but not limited to, theft of grant funds for personal use; using funds for non-grant-related purposes; theft of federally owned property or property acquired or leased under a grant; charging inflated building rental fees for a building owned by the Recipient; submitting false financial reports; and submitting false financial data in bids submitted to the Recipient (for eventual payment under the grant).

Section 16. Budget and Finance.

The Recipient agrees to carry out Agreement activities and seek reimbursement in accordance with the Approved Project Budget after securing FMCSA written approval. The funding of items identified in the budget constitutes FMCSA's authorization for the Recipient to incur these costs, if they are allowable, allocable, necessary, and reasonable. Furthermore, funds cannot be spent that violate any FMCSA policy or grants manual. Costs not specifically budgeted in this Agreement may be allowable if prior approval is not required and costs are incurred consistently with the applicable cost principles.

Prior Approval means written permission provided by the designated FMCSA Grants Management Officer —Authorized Official in advance of an act that would result in either (1) the obligation or expenditure of funds or (2) the performance or modification of an activity under the grant-supported project where such approval is required. Prior approval must be obtained in writing from the designated FMCSA Grants Management Officer—Authorized Official for the grant involved. Documentation of the approved budget on the Notice of Grant Award constitutes prior approval. Prior approval applies for the performance of activities and expenditure of funds as described in the grant application, unless otherwise restricted by the terms and conditions of the Agreement.

In accordance with 2 C.F.R. § 200.407 and § 200.308, the Recipient must obtain prior , written approval from FMCSA before making any revisions to the approved project budget and/or project plan: (1) extending the project period of the grant beyond the project period end date specified in the most recent revision of the Agreement; (2) that would require any transfer of funds between Standard Form (SF) 424A (direct-cost budget categories) cumulatively greater than ten percent of the total approved project budget; or (3) that require the addition of expenditures for items or services not approved in the original project plan. Examples include: increased cost of equipment purchased; subawarding, transferring or contracting out of any work under a Federal award not included in the original approved budget; or a first-time request to recover indirect costs.

The Recipient agrees to submit a request for prior approval no less than 30 days prior to the expiration of the Agreement. The FMCSA will not process requests for prior approval received less than 30 days from the Agreement expiration date. Within 30 calendar days from the date of the Recipient's request for prior approval, FMCSA will review the request and notify the Recipient whether the request has been approved. If the revision is still under consideration at the end of 30 calendar days, FMCSA will inform the Recipient in writing of the date when the Recipient may expect the decision.

The Recipient may, without prior approval from FMCSA, make any reasonable and necessary modification to the project budget if such deviations do not cumulatively exceed, or expect to exceed, ten percent of the total approved project amount and provided that such deviations only involve the transfer of funds between expenditure items, cost objectives or categories authorized by FMCSA in the currently approved budget. The Recipient agrees to notify FMCSA of this change.

The Recipient agrees to establish and maintain for the Project either a separate set of accounts or accounts within the framework of an established accounting system, in a manner consistent with 2 C.F.R. § 200.302. Consistent with the provisions of 2 C.F.R.§ 200.305, the Recipient agrees to record in the Project Account, and deposit in a financial institution all Project payments received by it from FMCSA pursuant to this Agreement and all other funds provided for, accruing to, or otherwise received because the Project (Project Funds.

All costs charged to the Project, including any approved services contributed by the Recipient or others, shall be supported by properly executed payroll documents, time and attendance records, invoices, contracts, or vouchers describing in detail the nature and propriety of the charges. All match expenditures shall be supported by appropriate records. The Recipient also agrees to maintain accurate records of all Program Income derived from Project implementation. The Recipient agrees that all checks, payrolls, invoices, contracts, vouchers, orders, or other financial documents pertaining in whole or in part to the Project shall be clearly identified, readily accessible, and, to the extent feasible, kept separate from documents not pertaining to the Project.

Section 17. Payments.

a. Request by the Recipient for Payment.

The Recipient's request for payment of the Federal share of approved costs shall be made to FMCSA and will be acted upon by FMCSA as set forth in this section. Each payment made to the Recipient must be

in compliance with Department of the Treasury regulations Rules and Procedures for Funds Transfers, 31 C.F.R. part 205. To receive a Federal assistance payment, the Recipient must:

i. Have demonstrated or certified that it has made a binding commitment of non-Federal funds, if applicable, adequate when combined with Federal payments, to cover all costs to be incurred under the Project to date. A Recipient required by Federal statute or this Agreement to provide contributory matching funds or a cost share agrees:

a. To refrain from requesting or obtaining Federal funds in excess of the amount justified by the contributory matching funds or cost share that has been provided; and

b. To refrain from taking any action that would cause the proportion of Federal funds made available to the Project at any time to exceed the percentage authorized under this Agreement. The requirement for contributory matching funds or cost share may be temporarily waived only to the extent expressly provided in writing by FMCSA.

ii. Have submitted to FMCSA all financial and progress reports required to date under this Agreement;

iii. Have identified the source(s) of financial assistance provided under this Project, if applicable, from which the payment is to be derived; and

iv. Have expended any earned Program Income before requesting any federal funds for reimbursement.

b. Delphi eInvoicing System for DOT Financial Assistance Awardees.

Subject to the requirements in 2 C.F.R. § 200.305, payments will be made after receipt of required FMC SA reporting forms and supporting documentation. Each payment request must be made electronically via the Delphi e-invoicing System.

The following are the procedures for accessing and utilizing the Delphi e-invoicing System.

i. Grant Recipient Requirements.

A. Recipient must have internet access to register and submit payment requests through the Delphi e-invoicing system.

B. Recipient must submit payment requests electronically and FMCSA must process payment requests electronically.

ii. System User Requirements.

A. Recipients should contact FMCSA to request access to the system. The FMCSA will provide the Recipient’s name and email address to the DOT Financial Management Office. The DOT will then notify the Recipient to register for the system through an electronic invitation. The Recipient must complete online training prior to DOT giving system access.

B. The DOT will send the Recipient an email with an electronic form to verify the Recipient ’s identity. The Recipient must complete the form, and present it to a Notary Public for verification. The Recipient will return the notarized form to:

DOT Enterprise Services Center
FAA Accounts Payable, AMZ-1 00
PO Box 25710
Oklahoma City, OK 73125.

C. The DOT will validate the form and email a user ID and password to the Recipient. The Recipient should contact the FMCSA grants management office with changes to their system information.

D. Note: Additional information, including access forms and training materials, can be found on the DOT e-invoicing website: https://www.transportation.gov/cfo/delphi-einvoicing-system

E. Waivers.

DOT Financial Management officials may, in highly limited circumstances and on a case by case basis, waive the requirement to register and use the electronic grant payment system. Waiver request forms can be obtained on the DOT e-invoicing website https://www.transportation.gov/cfo/delphi- einvoicing-system or by contacting FMCSA.

Recipients must explain why they are unable to use or access the internet to register and enter payment requests.

c. Reimbursement Payment by FMCSA. If the reimbursement method is used, the Recipient agrees to:

i. Complete and submit Standard Form 3881, “Payment Information Form - ACH Payment Vendor Payment System” to FAA-ESC; and

ii. Complete and submit, on at least a quarterly basis, Standard Form 270 “Request for Advance or Reimbursement” to FMCSA.

iii. Possess and maintain a current UEI number and entity registration with the System for Award Management (www.sam.gov).

Upon receipt of a payment request and adequate accompanying information (invoices in accordance with applicable cost principles), FMCSA will authorize payment by direct deposit provided the Recipient: (i) is in compliance with its obligations under this Agreement, (ii) has satisfied FMCSA that it needs the requested Federal funds during the requisition period, and (iii) is making adequate and timely progress toward Project completion. If all these circumstances are present, FMCSA may reimburse approved costs incurred by the Recipient up to the maxi mum amount of FMCSA’s share of the total Project funding. FMCSA will employ a payment term of 20 days. The clock will start running for payment on receipt of the invoice by FMCSA’s financial processor.

d. Other Payment Information.

The Recipient agrees to adhere to and impose on its Subrecipients all applicable foregoing "Payment by FMCSA" requirements of this Agreement. If the Recipient fails to adhere to the foregoing "Payment by FMCSA" requirements of this Agreement, FMCSA may revoke the portion of the Recipient's funds that has not been expended.

e. Effect of Program Income, Refunds, and Audit Recoveries on Payment.

In accordance with 2 C.F.R. § 200.305(b)(5) State, local government, nonprofit organizations and Indian tribunal Recipients and Subrecipients shall disburse program income, rebates, refunds, contract settlements, audit recoveries and interest earned on such funds before requesting additional cash reimbursements.

f. Reimbursable Costs.

The Recipient's expenditures will be reimbursed only if they meet all requirements set forth below:

i. Conform with the Project description and the approved Project Budget and all other terms of this Agreement;

ii. Be necessary to accomplish the Project;

iii. Be reasonable for the goods or services purchased;

iv. Be actual net costs to the Recipient (i.e., the price paid minus any refunds, rebates, or other items of value received by the Recipient that have the effect of reducing the cost actually incurred);

v. Be incurred (and be for work performed) after the Federal Funding Period start date of this Agreement, unless specific prior authorization from FMCSA to the contrary is received in writing (pre-award costs);

vi. Unless permitted otherwise by Federal statute or regulation, conform with Federal guidelines or regulations and Federal cost principles as set forth below:

A. For Recipients that are governmental organizations, institutions of higher education, private non-profit organizations, the cost principles of 2 C.F.R. § 200, subpart E; and

B. For Recipients that are for-profit organizations, the standards of the Federal Acquisition Regulations, 48 C.F.R. part 31.2, "Contracts with Commercial Organizations" apply.

vii. Be satisfactorily documented; and

viii. Be treated uniformly and consistently as non-Federal funds under accounting principles and procedures approved and prescribed by FMCSA for the Recipient, and those approved or prescribed by the Recipient for its Subrecipients and contractors.

g. Indirect Costs.

If indirect costs are included in the approved budget, the Recipient may not request these costs for reimbursement absent a current approved indirect cost rate agreement submitted to the FMCSA Division Office, and included as part of the official grant record.(2 CFR 200.414)

Indirect costs will not be reimbursed without documentation of an approved indirect cost rate from the Recipient's cognizant agency; however, a Recipient or Subrecipient that has never had a negotiated indirect cost rate may elect to charge a de minimis rate of 15% of modified total direct costs (MTDC) which may be used indefinitely, without documentation. If chosen, this methodology once elected must be used consistently for all Federal awards until such time as a non-Federal entity chooses to negotiate for a rate, which the non-Federal entity may apply to do at any time. (2 CFR 200.414(f))

A governmental department or agency, such as a state or local Department of Transportation, that receives more that $35 million in direct Federal funding during its fiscal year must submit its indirect cost rate proposal to this cognizant agency for indirect costs. If the same agency receives $35 million or less in direct Federal funding during its fiscal year, it must develop an indirect cost proposal in accordance with the requirements of 2 CFR Appendix VII to Part 200 (D). The Federal agencies must not compel the government agency to accept the de minimis rate or some other rate established by the Federal agency.

As described in 2 C.F.R. § 200.403, factors affecting allowability of costs, costs must be consistently charged as either indirect or direct costs, but may not be double-charged or inconsistently charged as both. Except as provided above, if a Recipient intends to request reimbursement of indirect costs, the Recipient must submit the proper documentation before vouchers are submitted for reimbursement. The Recipient must indicate in its budget that it will be seeking indirect costs, and a placeholder indirect cost rate will suffice until an approved rate can be determined.

The Recipient must obtain prior approval through formal amendment in order to recover indirect costs at an approved rate higher than the place holder indirect cost rate if the cumulative amount of such transfer exceeds or is expected to exceed 10 percent of the total approved budget
.
The Recipient may not request additional grant funds to recover indirect costs that it cannot recover by shifting funding from direct costs to indirect costs. After this Grant Agreement has been signed, any request for changes to the indirect cost rate will require an amendment and must be approved by formal amendment if the change to the indirect cost rate is a new rate or would cause the cumulative amount of a budget transfer to exceed 10 percent of the total approved budget.

The cognizant agency for indirect costs may allow for a one-time extension of the current indirect cost rate of up to four years without further negotiation of a federally approved indirect cost rate. If the cognizant agency permits any one-time extension, the Recipient is locked in with that indirect cost rate until the end of the approved extension. (2 CFR 200.414(g))

h. Pre-Award Costs. A Recipient may be reimbursed for obligations incurred before the effective date of the award if:

i. The Recipient receives prior written approval from the FMCSA before the effective date of the grant agreement;

ii. The costs are necessary to conduct the project; and

iii. The costs would be allowable under the grant, if awarded.

If a specific expenditure would otherwise require prior approval before making the expenditure (i.e. pursuant to 2 C.F.R. § 200.407), then the Recipient must obtain FMCSA written approval before incurring the cost.

Recipient understands that the incurrence of pre-award costs in anticipation of an award is taken at the Recipient's risk and imposes no obligation on FMCSA to make the award or to increase the amount of the approved budget if (1) there is no award subsequently made;(2) an award is made for less than anticipated and is inadequate to cover the preaward costs incurred; or (3) there are inadequate appropriations.

i. Disallowed Costs.

In determining the amount of Federal assistance FMCSA will provide, FMCSA will exclude:

i. **Any Project costs incurred by the Recipient before the effective date of this Agreement, or amendment or modification thereof, whichever is later, unless otherwise permitted by Federal Law or regulation, or unless an authorized representative of FMCSA states in writing to the contrary;**

ii. Any costs incurred by the Recipient that are not included in the latest approved Project Budget; and

iii. Any costs attributable to goods or services received under a contract or other arrangement that is required to be, but has not been, concurred with or approved in writing by FMCSA.

The Recipient agrees that reimbursement of any cost under the "Payment by FMCSA," part of this Agreement does not constitute a final FMCSA decision about the allowability of that cost and does not constitute a waiver of any violation by the Recipient of the terms of this Agreement. The Recipient understands that FMCSA will not make a final determination about the allowability of any cost until an audit of the Project has been completed. If FMCSA determines that the Recipient is not entitled to receive any part of the Federal funds requested, FMCSA will notify the Recipient stating the reasons thereof. Project closeout will not alter the Recipient's obligation to return any funds due to FMCSA as a result of later refunds, corrections, or other transactions. Nor will Project closeout alter FMCSA's right to disallow costs and recover funds based on a later audit or other review. Unless prohibited by law, FMCSA may offset any Federal assistance funds to be made available under this Project as needed to satisfy any outstanding monetary claims that the Federal Government may have against the Recipient. Exceptions pertaining to disallowed costs will be assessed based on their applicability, as set forth in the applicable Federal cost principals or other written Federal guidance.

Section 18. Program Income.

Recipient agrees to comply with the regulations relating to program income, located at 2 C.F.R. §§ 200.305(b)(5) and 200.307 for State, local government, Indian tribunal recipients, and nonprofit organizations, and their Subrecipients.

Program income means gross income earned by the Recipient, Subrecipient, or contractor under a grant that is directly generated by a grant-supported activity or earned because of the award during the award period. "During the grant period " is the time between the effective date of the award and the ending date of the award reflected in the final financial report.

Program income includes, but is not limited to, user charges or user fees, income from fees for services performed, the use or rental of real or personal property acquired under federally- funded projects, the sale of commodities or items fabricated under an award, license fees and royalties on patents and copyrights, and interest on loans

made with award funds. Interest earned on advances of Federal funds is not program income. Except as otherwise provided in Federal awarding agency regulations or the terms and conditions of the award, program income does not include the receipt of principal on loans, rebates, credits, discounts, etc., or interest earned on any of them. Per 2 C.F.R. § 200.307 (c), Governmental revenues, taxes, special assessments, levies, fines, and other such revenues raised by a non-Federal entity are not program income unless the revenues are specifically identified in the Federal award or Federal awarding agency regulations as program income.
Recipients agree to use the Program income in accordance with 2 C.F.R. §§ 200.305(b)(5) 200.307 for State, local government, nonprofit organizations and Indian tribunal recipients and subrecipients.

Section 19. Reports.

a. Performance Progress Reports.

The Recipient will submit, at a minimum, quarterly performance progress reports and a final performance progress report at the completion of the award (within 120 days after) to the agency point of contact listed in the award document. Recipient must submit all performance progress report forms required by FMCSA. These reports will cover the period: January 1 -March 31, April 1-June 30, July 1- September 30, and October 1- December 31. The Recipient must submit quarterly performance progress reports via Grant Solutions, on or before the thirtieth (30th) calendar day of the month following the end of the quarter being reported. Each quarterly report shall set forth concise statements concerning activities relevant to the Project, and shall include, but not be limited to, the following:

i. An account of significant progress (findings, events, trends, etc.) made during the reporting period;

ii. A description of any technical and/or cost problem(s) encountered or anticipated that will affect completion of the grant within the time and fiscal constraints as set forth in this Agreement, together with recommended solutions or corrective action plans (with dates) to such problems, or identification of specific action that is required by the FMCSA, or a statement that no problems were encountered;

iii. An outline of work and activities planned for the next reporting period; and

iv. A status update/resolution for all outstanding findings from program reviews and/or audits.

b. Quarterly Financial Status Reports.

The Recipient must submit quarterly financial status reports via Grant Solutions, on or before the thirtieth (30th) calendar day of the month following the end of the quarter being reported. The Recipient shall use SF-425, Federal Financial Report, to report the status of funds for all non-construction projects or programs. If the Recipient’s accounting records are not normally kept on an accrual basis, the Recipient shall not be required to convert its accounting system, but shall develop such accrual information through an analysis of the documentation on hand. The recipient shall certify to the expenditure of its proposed cost share for the period being reported, in the "Remarks" block.

Section 20. Non-Discrimination.

The purpose of this section is to ensure that the Recipient has a plan to comply with Title VI and 49 C.F.R. part 21, including any amendments thereto.

If the Recipient is a non-State DOT and does not have a current Title VI Plan on file with the FMCSA then as described in chapter II, section 2 of DOT Order 1000.12C, including any amendments or updates thereto, FMCSA must complete a Title VI Assessment of the Recipient before entering this grant agreement. Until DOT guidance on conducting such an assessment is finalized, FMCSA may rely on the date of Title VI assurances provided with the signing of the grant agreement.

The Recipient will comply with all Federal authorities relating to nondiscrimination. These include, but are not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 Stat. 252), which prohibits discrimination on the basis of race, color, or national origin, as implemented by 49 C.F.R . § 21.1 et seq. and 49 C.F.R. § 303;
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324, et seq.), which prohibits discrimination on the basis of sex;
- Title IX of the Education Amendments of 1972, as amended, (20 U.S.C. § 1681 et seq.), which prohibits discrimination on the basis of sex in education programs or activities, as implemented by 49 C.F.R. § 25.1 et seq.;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), which prohibits discrimination on the basis of age;
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, which prohibits discrimination on the basis of disability and 49 C.F.R. part 27;
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 - 12189), as implemented by Department of Justice regulations at 28 C.F.R. parts 35 and 36, and Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Civil Rights Restoration Act of 1987, (102 Stat. 28.), "which restore[d] the broad scope of coverage and to clarify the application of title IX of the Education Amendments of 1972, section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and title VI of the Civil Rights Act of 1964.";
- Title VII of the Civil Rights Act of 1964, as amended, (42 U.S.C. § 2000e et seq., 78 Stat. 252), which prohibits discrimination in employment on basis of race, color, national origin, religion, or disability, as implemented by 29 C.F.R. § 1601.1, et seq.
- The Recipient also agrees to comply with the FMCSA Standard Title VI/Non-Discrimination Assurances (DOT Order No. 1050.2A).

Section 21. Executive Orders on Equal Opportunity

The Recipient will comply with all Federal statutes and Executive Orders relating to Equal Employment Opportunity.

Pursuant to Executive Order 14173, Ending Illegal Discrimination And Restoring Merit-Based Opportunity, the Recipient agrees that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the government’s payment decisions for purposes of section 3729(b)(4) of title 31, United States Code.

Pursuant to Executive Order 14173, Ending Illegal Discrimination And Restoring Merit-Based Opportunity, by entering into this agreement, the Recipient certifies that it does not operate any programs promoting diversity, equity, and inclusion (DEI) initiatives that violate any applicable Federal anti-discrimination laws.

Section 22. Employment Policies.

The Recipient further agrees that its own employment policies and practices will be without discrimination based on race, color, religion, sex, national origin, disability or age and will follow federal employment laws.

Section 23. Property.

a. General.

In general, title to equipment and supplies acquired by a Recipient with DOT funds vests in the Recipient upon acquisition, subject to the property management requirements of 2 C.F.R. §§ 200.302(b)(4); 200.307(d); 200.310; 200.313; 200.316; and 200.344(4).

A Recipient that is a State, local, or Indian tribal governments, institutions of higher education, and non-profits agrees to comply with the property management standards detailed in 2 C.F.R. §§ 200.312 and 200.313, including any amendments thereto, and with other applicable Federal regulations and directives. A Recipient that is a for-profit entity agrees to comply with property management standards satisfactory to FMCSA.

b. Use of Project Property.

i. The State Recipient agrees to use Project property for the purpose for which it was acquired under the period of performance of the Grant. State Recipients acknowledge that the FMCSA may ensure that the purpose of the grant is being satisfied. State Recipients acknowledge that FMCSA may request a copy of the State statute and procedures in determining whether a State is in compliance with its own State procedures, and to assist the FMCSA in determining the allocability, reasonableness, and allowability of costs.

ii. **The Non-State Recipient agrees to use Project property for appropriate Project purposes (which may include joint development purposes that generate program income, both during and after the award period, beginning on the effective date, and used to support public transportation activities) for the duration of the useful life of that property, as required by FMCSA. Should the Recipient unreasonably delay or fail to use Project property during the useful life of that property, the Recipient agrees that it may be required to return the entire amount of the Federal assistance expended on that property. The Non-State Recipient further agrees to notify FMCSA immediately when any Project property is withdrawn from Project use or when any Project property is used in a manner substantially different from the representations the Recipient has made in its Application or in the Project Description for the Grant Agreement or Cooperative Agreement for the Project.**

c. Maintenance.

The State Recipient agrees to maintain Project property in accordance with State law and procedures.

The Non-State Recipient agrees to maintain Project property in good operating order, in compliance with any applicable Federal regulations or directives that may be issued.

d. Records.

The State Recipient agrees to maintain property records in accordance with State law and procedures. The Non-State Recipient agrees to keep satisfactory property records pertaining to the use of Project property, and submit to FMCSA upon request such information as may be required with this agreement.

e. Incidental Use.

Any incidental use of Project property will not exceed that permitted under applicable Federal laws, regulations, and directives.

f. Encumbrance of Project Property.

i. The State Recipient agrees to maintain satisfactory continuing control of Project property in accordance with State law and procedures. The State Recipient understands that an encumbrance of project property may not interfere with the purpose for which the equipment was purchased. **ii.** The Non-State Recipient agrees to maintain satisfactory continuing control of project property as follows:

A. Written Transactions.

The Non-State Recipient agrees that it will not execute any transfer of title, lease, lien, pledge, mortgage, encumbrance, third-party contract, subaward, grant anticipation note, alienation, innovative finance arrangement (such as a cross border lease, leveraged lease, or otherwise), or any other obligation pertaining to Project property, that in any way would affect the continuing Federal interest in that Project property.

B. Oral Transactions.

The Non-State Recipient agrees that it will not obligate itself in any manner to any third-party with respect to Project property.

C. Other Actions.

The Non-State Recipient agrees that it will not take any action adversely affecting the Federal interest in or impair the Recipient's continuing control of the use of Project property.

D. The Non-State Recipient agrees that no use under this section will interference with the purpose for which the equipment was purchased.

g. Transfer of Project Property.

i. The State Recipient agrees to transfer Project property in accordance with State law and procedures.

ii. The Non-State Recipient understands and agrees as follows:

A. Transfers.

The Non-State Recipient may transfer any Project property financed with Federal assistance authorized under 49 U.S.C. chapter 53 to a public body to be used for any

public purpose with no further obligation to the Federal Government, provided the transfer is approved by the FMCSA Administrator and conforms with the requirements of 49 U.S.C. §§ 5334(h)(1) and (2). Any leasing or rental of equipment purchased by federal funds or state match/cost sharing, during the period of performance will be considered program income and will be managed, expended, and reported per 2 C.F.R. § 200.307.

B. Federal Government Direction.

The Non-State Recipient agrees that the Federal Government may direct the disposition of, and even require the Recipient to transfer, title to any Project property financed with Federal assistance under the Grant Agreement or Cooperative Agreement.

h. Leasing Project Property to Another Party.

If the Non-State Recipient leases any Project property to another party, the Non- State Recipient agrees to retain ownership of the leased Project property, and assure that the lessee will use the Project property appropriately, either through a written lease between the Non-State Recipient and lessee, or another similar document. Any revenue resulting from this type of lease agreement, during the period of performance will be considered program income and will be managed, expended, and reported per 2 C.F.R. § 200.307.

Upon request by FMCSA, the Non-State Recipient agrees to provide a copy of any relevant documents. Any leasing or rental of equipment purchased by federal funds or state match/cost sharing, during the period of performance will be considered program income and will be managed, expended, and reported per 2 C.F.R. § 200.307.

i. Disposition of Project Property.

i. The State Recipient may use its own disposition procedures, provided that those procedures comply with the laws of that State.

ii. The Non-State Recipient agrees to dispose of Project property as follows:

A. With prior FMCSA approval, the Non-State Recipient may sell, transfer, or lease Project property and use the proceeds to reduce the gross project cost of other eligible capital public transportation projects to the extent permitted by 49 U.S.C. §5334(h)(4). The Non-State Recipient also agrees that FMCSA may establish the useful life of Project property, and that it will use Project property continuously and appropriately throughout the useful life of that property.

B. Project Property with Expired Useful Life. When the useful life of Project property has expired, the Non-State Recipient agrees to comply with FMCSA's disposition requirements.

C. Project Property Prematurely Withdrawn from Use. For Project property withdrawn from appropriate use before its useful life has expired, the Recipient agrees as follows:

D. Notification Requirement. The Non-State Recipient agrees to notify FMCSA immediately when any Project property is prematurely withdrawn from appropriate use, whether by planned withdrawal, misuse, or casualty loss.

E. Calculating the Fair Market Value of Prematurely Withdrawn Project Property. The Non-State Recipient agrees that the Federal Government retains a Federal interest in the fair market value of Project property prematurely withdrawn from appropriate use. The amount of the Federal interest in the Project property shall be determined by the ratio of the Federal assistance awarded for the property to the actual cost of the property. The Non-State Recipient agrees that the fair market value of Project property prematurely withdrawn from use will be calculated as follows:

1. **Equipment and Supplies.** The Non-State Recipient agrees that the fair market value of Project equipment and supplies shall be calculated by straight-line depreciation of that property, based on the useful life of the equipment, or supplies as established or approved by FMCSA. Information on straight line depreciation may be found in the Internal Revenue Code. The fair market value of Project equipment and supplies shall be the value immediately before the occurrence prompting the withdrawal of the equipment or supplies from appropriate use. In the case of Project equipment or supplies lost or damaged by fire, casualty, or natural disaster, the fair market value shall be calculated on the basis of the condition of that equipment or supplies immediately before the fire, casualty, or natural disaster, irrespective of the extent of insurance coverage.

2. **Real Property**. The Non-State Recipient agrees that the fair market value of real property shall be determined either by competent appraisal based on an appropriate date approved by the Federal Government, as provided by 49 C.F.R. part 24, or by straight line depreciation, whichever is greater.

3. **Exceptional Circumstances.** The Non-State Recipient agrees that the Federal Government may require the use of another method to determine the fair market value of Project property. In unusual circumstances, the Non-State Recipient may request that another reasonable valuation method be used including, but not limited to, accelerated depreciation, comparable sales, or established market values. In determining whether to approve such a request, the Federal Government may consider any action taken, omission made, or unfortunate occurrence suffered by the Non-State Recipient with respect to the preservation of Project property withdrawn from appropriate use.

j. Financial Obligations to the Federal Government.

The Recipient agrees to remit to the Federal Government the Federal interest in the fair market value of any Project property prematurely withdrawn from appropriate use. In the case of fire, casualty, or natural disaster, the Recipient may fulfill its obligations to remit the Federal interest by either:

Investing an amount equal to the remaining Federal interest in like-kind property that is eligible for assistance within the scope of the Project that provided Federal assistance for the Project property prematurely withdrawn from use; or

Returning to the Federal Government an amount equal to the remaining Federal interest in the withdrawn Project property.

k. Insurance Proceeds.

If the Recipient receives insurance proceeds as a result of damage or destruction to the Project property, the Recipient agrees to:

i. Apply those insurance proceeds to the cost of replacing the damaged or destroyed Project property taken out of service, or

ii. Return to the Federal Government an amount equal to the remaining Federal interest in the damaged or destroyed Project property.

l. Transportation of Hazardous Materials.

The Recipient agrees to comply with applicable requirements of U.S. Pipeline and Hazardous Materials Safety Administration regulations, "Shippers - General Requirements for Shipments and Packaging," 49 C.F.R. part 173, in connection with the transportation of any hazardous materials.

m. Misused or Damaged Project Property.

If any damage to Project property results from abuse or misuse occurring with the Recipient's knowledge and consent, the Recipient agrees to restore the Project property to its original condition or refund the value of the Federal interest in that property, as the Federal Government may require.

n. Responsibilities after Project Closeout.

The Recipient agrees that Project closeout by FMCSA will not change the Recipient's Project property management responsibilities as stated in these Standard Terms and Conditions, and as may be set forth in subsequent Federal laws, regulations, and directives, except to the extent the Federal Government determines otherwise in writing.

Section 24. Davis-Bacon Act Requirements.

The Recipient agrees to comply, as applicable, with the provisions of the Davis Bacon Act (40 U.S.C. § 3145 and 18 U.S.C. § 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701 et seq.) regarding labor standards for federally-assisted construction sub- agreements.

Section 25. Permitting Requirements.

The Recipient agrees to comply, as applicable, with permitting standards which may be prescribed pursuant to federal statutes and current regulations and orders.

Section 26. Government Rights (Unlimited).

FMCSA shall have unlimited rights for the benefit of the Government in all other work developed

in the performance of this Agreement, including the right to use same on any other Government work without additional cost to FMCSA. The rights to any inventions made by a Recipient under an FMCSA financial assistance award are determined by the Bayh-Dole Act, Pub. L. 96-517, as amended, and codified in 35 U.S.C. § 200, et seq., except as otherwise provided by law.

a. Patent Rights.

If any invention, improvement, or discovery of the Recipient or any of its third-party contractors is conceived or first actually reduced to practice in the course of or under this Project, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Recipient agrees to notify FMCSA immediately and provide a detailed report. The rights and responsibilities of the Recipient, third-party contractors and FMCSA with respect to such invention, improvement, or discovery will be determined in accordance with applicable Federal laws, regulations, policies, and any waiver thereof.

If the Recipient secures a patent with respect to any invention, improvement, or discovery of the Recipient or any of its third-party contractors conceived or first actually reduced to practice in the course of or under this Project, the Recipient agrees to grant to FMCSA a royalty-free, non- exclusive, and irrevocable license to use and to authorize others to use the patented device or process for Federal Government purposes.

The Recipient agrees to include the requirements of the "Patent Rights" section of this Agreement in its third-party contracts for planning, research, development, or demonstration under the Project.

b. Data Rights.

The term "subject data" used in this section means recorded information, whether or not copyrighted, that is developed, delivered, or specified to be delivered under this Agreement. The term includes graphic or pictorial delineations in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term does not include financial reports, cost analyses, and similar information incidental to Project administration **(See also, section 45 - Publications and Identification of Federal Assistance)**.

The following restrictions apply to all subject data first produced in the performance of this Agreement:

- **i.** Except for its own internal use, the Recipient may neither publish or reproduce such data in whole or in part, or in any manner or form, nor may the Recipient authorize others to do so, without the written consent of FMCSA, until such time as FMCSA may have either released or approved the release of such data to the public.
- **ii.** As authorized by 2 C.F.R. § 200.315(b), FMCSA reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes:

    - **A.** Any work developed under a grant, cooperative agreement, sub-grant, sub-agreement, or third-party contract, irrespective of whether or not a copyright has been obtained; and

B. Any rights of copyright to which a Recipient, Subrecipient, or a third-party contractor purchases ownership with Federal assistance.

iii. When FMCSA provides assistance to a Recipient for a Project involving planning, research, or development of a system, program, document, enforcement concept, or any other activity provided for in the terms of this grant, it is generally FMCSA's intent to increase the body of knowledge, rather than to limit the benefits of the Project to those parties that have participated therein. Therefore, unless FMCSA determines otherwise, the Recipient understands and agrees that, in addition to the rights set forth in preceding portions of this section of this Agreement, FMCSA may make available to any FMCSA Recipient, Subrecipient, third-party contractor, or third-party subcontractor, either FMCSA's license in the copyright to the "subject data" derived under this Agreement or a copy of the "subject data" first produced under this Agreement. In the event that such a Project which is the subject of this Agreement is not completed, for any reason whatsoever, all data developed under that Project shall become subject data as defined herein and shall be delivered as FMCSA may direct.

iv. Unless prohibited by State law, the Recipient agrees to indemnify, save and hold harmless FMCSA, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Recipient of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under this Agreement. The Recipient shall not be required to indemnify FMCSA for any such liability arising out of the wrongful acts of employees or agents of FMCSA.

v. Nothing contained in this section on rights in data, shall imply a license to FMCSA under any patent or be construed as affecting the scope of any license or other right otherwise granted to FMCSA under any patent.

vi. The requirements of this section of this Agreement do not apply to material furnished to the Recipient by FMCSA and incorporated in the work carried out under this Agreement, provided that such incorporated material is identified by the Recipient at the time of delivery of such work.

vii. Unless FMCSA determines otherwise, the Recipient agrees to include the requirements of this section of this Agreement in its third-party contracts for planning, research, development, or demonstration under the Project.

c. Acknowledgment or Support and Disclaimer.

i. An acknowledgment of FMCSA support and a disclaimer must appear in any Recipient publication, whether copyrighted or not, based on or developed under the Agreement, in the following terms:

"This material is based upon work supported by the Federal Motor Carrier Safety Administration under a grant/cooperative agreement/subaward, dated (fill-in appropriate identification of grant/cooperative agreement)"

ii. All Recipient publications must also contain the following:

"Any opinions, findings, and conclusions or recommendations expressed this publication are those of the author(s) and do not necessarily reflect the view of the Federal Motor Carrier Safety Administration and/or the U.S. Department of Transportation."

iii. The Recipient agrees to cause to be erected at the site of any construction, and maintain during construction, signs satisfactory to FMCSA identifying the Project and indicating that FMCSA is participating in the development of the Project.

Section 27. Drug Free Workplace.

By signing this agreement, the Recipient certifies that it is in compliance with the Drug-Free Workplace Act (41 U.S.C. §§ 701 et seq.) and implementing regulations (49 C.F.R. part 32), which require, in part, that Recipients prohibit drug use in the workplace, notify the FMCSA of employee convictions for violations of criminal drug laws occurring in the workplace, and take appropriate personnel action against a convicted employee or require the employee to participate in a drug abuse assistance program.

Section 28. Background Screening.

FMCSA reserves the right to perform individual background screening on key individuals of organizational units associated with the application at the effective date and at another interval thereafter for the life of the award. If in performance of a grant award requires Recipient organization personnel to have unsupervised physical access to a federally controlled facility for more than 180 days or access to a Federal information system, such personnel must undergo the personal identity verification credential process under Homeland Security Presidential Directive 12.

Section 29. Site Visits.

FMCSA, through its authorized representatives, has the right, at all reasonable times, to make site visits to review Project accomplishments and management control systems and to provide such technical assistance as may be required. If any site visit is made by FMCSA on the premises of the Recipient, Subrecipient, or contractor under this Agreement, the Recipient shall provide and shall require its Subrecipients or contractors to provide, all reasonable facilities and assistance for the safety and convenience of FMCSA representatives in the performance of their duties. All site visits and evaluations shall be performed in such a manner as will not unduly delay work being conducted by the Recipient, Subrecipient, or subcontractor.

Section 30. Liability.

The Recipient acknowledges it is responsible for any act or omission of Recipient or Subrecipient, its officers, contractors, employees, or members, participants, agents, representatives, as appropriate, arising out of or in any way connected to activities authorized pursuant to this Agreement.

The Recipient acknowledges that FMCSA is not responsible for any act or omission of Recipient or Subrecipient, its officers, contractors, employees, or members, participants, agents, representatives, as appropriate, arising out of or in any way connected to activities authorized pursuant to this Agreement. This provision shall survive the expiration or termination of this Agreement.

Section 31. Right of FMCSA to Terminate Agreement.

a. General Right to Suspend or Terminate Assistance Agreement.
Upon written notice, the Recipient agrees that FMCSA may suspend or terminate all or part of the financial assistance provided herein if the Recipient has violated the terms of the Grant Agreement or these Standard

Terms and Conditions, or if FMCSA determines that the purposes of the statute under which the Project is authorized would not be adequately served by continuation of Federal financial assistance for the Project. Any failure to make reasonable progress on the Project or other violation of this Agreement that significantly endangers substantial performance of the Project shall provide sufficient grounds for FMCSA to terminate this Agreement. The Recipient agrees to give the Federal Motor Carrier Safety Administration at least 90 days' notice of its intention to terminate this agreement.

b. Financial Obligations of the Government.

In general, termination of any financial assistance under this Agreement will not invalidate obligations properly incurred by the Recipient and concurred by FMCSA before the termination date; to the extent those correctly accrued obligations cannot be cancelled.

However, if FMCSA determines that the Recipient has willfully misused Federal assistance funds by failing to make adequate progress, failing to make reasonable use of the Project property, facilities, or equipment, or failing to adhere to the terms of this Agreement, meet required match/cost sharing or maintenance of effort (MOE) levels, FMCSA reserves the right to require the Recipient to refund the entire amount of FMCSA funds provided under this Agreement or any lesser amount as may be determined by FMCSA.

c. De-obligation of Funds.

FMCSA reserves the right to unilaterally de-obligate any remaining grant or cooperative agreement funds due to the time elapsed since the effective date, lack of payment vouchers from the Recipient, lack of plans to expend funds based on this grant, failure to provide quarterly progress reports, or other such determination made by FMCSA. If FMCSA takes action to deobligate funds, a grant amendment/ modification must be in place.

Section 32. Project Completion, Settlement, and Closeout.

a. Project Completion.

Within 120 days of the Project completion date or termination by FMCSA, the Recipient agrees to submit a final SF-425, Federal Financial Report, a certification or summary of Project expenses, and third-party au it reports, as applicable.

b. Remittance of Excess Payments.

If FMCSA has made payments to the Recipient in excess of the total amount of FMCSA Federal funding due to cover accumulated expenses, the Recipient agrees to promptly remit that excess and interest as may be required by the "Payment by FMCSA" section of this Attachment.

c. Closeout.

Closeout, as defined in 2 C.F.R. § 200.1, occurs when all required Project work and all administrative procedures described in 2 C.F.R. § 200.344, as applicable, have been completed, and when FMCSA notifies the Recipient and forwards the final Federal assistance payment, or when FMCSA acknowledges the Recipient's remittance of the proper refund amount. Project closeout shall not invalidate any continuing obligations imposed by allowable, allocable, and reasonable costs on the Recipient by this Agreement that

supports the project plan(s) or by the FMCSA's final notification or acknowledgment, if it occurs within the period of performance.

Section 33. Severability.

If any provision of this Agreement is held invalid, all remaining provisions of this Agreement shall continue in full force and effect to the extent not inconsistent with such holding.

Section 34. Entire Agreement and Amendments.

This Agreement constitutes the entire agreement between the parties. All prior discussions and understandings concerning such scope and subject matter are superseded by this Agreement.

Any modification not specifically permitted by this agreement requires an Amendment. These modifications may be made only in writing, signed by each party's authorized representative, and specifically referred to as an Amendment to this Agreement. Electronic signatures are binding. However, retroactive modifications to the project plan(s) or any aspects of the budget will not be approved.

Section 35. Use of Information Obtained.

Information obtained under this agreement may only be used by the Recipient to accomplish the project plan under this agreement.

Any information obtained or exchanged between FMCSA and the grant Recipient, to carry out each party 's responsibility under this agreement and project plan, shall not be released by the Recipient to any third-party without the written permission of FMCSA.

Recipient shall ensure that all its employees authorized to access FMCSA data and information systems sign and submit information technology user agreements provided by FMCSA.

Section 36. Miscellaneous Provisions.

a. Prohibition on Human Trafficking.

The Recipient agrees to comply, as applicable, with the provisions of Section 7104(g) of the Trafficking Victims Protection Act of 2000, 22 U.S.C. § 7104 as amended.

b. Wild and Scenic Rivers Act of 1968.

The Recipient agrees to comply, as applicable, with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

c. Fly America Act.

The Recipient shall comply with the provisions of the Fly America Act, 49 U.S.C. § 401 18.

d. Criminal and Prohibited Activities.

The Recipient will adhere to the Program Fraud Civil Remedies Act, 31 U.S.C. § 3801-3812, which provides for the imposition of civil penalties against persons who make false, fictitious, or fraudulent claims to the Federal Government for money. Recipient will also adhere to the False Statements Act, 18 U.S.C. §§ 287 and 1001 which provides that whoever makes or presents any false, fictitious, or fraudulent statements, representation, or claims against the United States shall be subject to imprisonment of not more than 5 years and shall be subject to a fine in the amount provided by 18 U.S.C. § 287. Recipient shall also adhere to the False Claims Act, 31 U.S.C. § 3729, which provides that suits under this act can be brought by the Government or a person on behalf of the Government, for false claims under the Federal assistance programs. Recipient shall also adhere to the Copeland "Anti- Kickback" Act, 18 U.S.C. § 874 and 40 U.S.C. § 3145, which prohibits a person or organization engaged in a federally supported project from enticing an employee working on the project from giving up a part of his compensation under an employment contract.

Section 37. Laptop Encryption.

All laptops used by Recipients, Subrecipients, and contractors in carrying out the Recipient ’s project plan, which contain FMCSA-related data, including sensitive information and Personally Identifiable Information (PII), must be encrypted to the same standards utilized by FMCSA. The FMCSA encryptions standards prescribe whole disk encryption (FOE), which requires software or hardware to encrypt all data on a disk, including the partition tables, whole physical disk, master boot record, and available files. FMCSA requires that each Recipient who utilizes FMCSA sensitive information or PII complete installation of FOE on all laptop computers as soon as practicable, but no later than thirty (30) days from the execution of this agreement and prior to using the laptop to access FMCSA data systems or store FMCSA related data.

Section 38. Innovative Technology Deployment (ITD) provisions.

The following provisions apply where applicable.

a. Compliance with the National ITS Architecture.

The recipient will ensure that Innovative Technology Deployment (ITD) activities, such as hardware procurement, software and system development, infrastructure modifications, etc., are consistent with the National ITS and commercial motor vehicle information and systems architectures and available standards and promote interoperability and efficiency to the extent practicable and required by law.

b. Interoperability.

For implementing ITD capabilities, the recipient will complete interoperability tests and ensure architectural conformance throughout the life of the project. Perform pairwise and end-to-end tests to demonstrate conformance with the standards and interoperability, verify that interfaces between selected products/systems meet the applicable standards, verify dataflow and data usage among the products/ systems.

c. Independent Evaluation.

The FMCSA may conduct an independent evaluation of the effectiveness of the project in achieving Federal and State program goals. The independent evaluation will be conducted using existing Federal resources. Participants of projects that are selected for independent evaluations shall cooperate with the independent evaluators and participate in evaluation planning and progress review meetings to ensure a

mutually acceptable, successful implementation of the independent evaluation. The FMCSA may contract with one or more independent evaluation contractor(s) to evaluate the projects.

d. Dedicated Short-Range Communications.
If applicable, the State shall also require that its contractors only install Dedicated Short Range Communications (DSRC) equipment that is interoperable and compatible at layers 1 and 2 of the Open Systems Interconnect Reference Model with equipment in operation on the North American Preclearance and Safety System and the Heavy Vehicle Electronic License Plate Inc.'s PrePass System deployments as well as the International Border Crossing Operational Tests, based upon on ASTM Draft 6, dated February 23, 1996.

Section 39. Federal Funding Accountability and Transparency Act.

The Federal Funding Accountability and Transparency Act (FFATA) of 2006 (Public Law 109-282) requires for each Federal award of $30,000 or more that OMB create a searchable, no cost, publicly accessible website(http://usaspending.gov/) that includes basic information about the recipient and the project being funded. The Government Funding Transparency Act of 2008 (Public Law 110-252) amended FFATA, requiring recipients to report certain information about themselves and their first tier Subrecipient awards obligated as of October 1, 2010. Prime grant recipients/awardees of new non-Recovery Act federally funded grants and cooperative agreements of $30,000 or more awarded on or after October 1, 2024 are subject to FFATA reporting, sub-award reporting requirements and executive compensation reporting requirements as outlined in the Office of Management and Budgets guidance issued August 27, 2010. The prime awardee is required to file a FFATA sub-award report by the end of the month following the month in which the prime recipient awards any sub-grant greater than or equal to $30,000.

Section 40. Executive Order 13513.

Executive Order 13513 (E.O. 13513) requires each Federal agency to encourage contractors, subcontractors, and grant and cooperative agreement recipients and subrecipients to adopt and enforce policies that ban text messaging while driving company-owned or -rented vehicles or Government Owned Vehicles, or while driving Personally Owned Vehicles when on official Government business or when performing any work for or on behalf of the Government. To further the requirement of encouraging such policies, the FMCSA encourages recipients to consider new rules and programs, reevaluate existing programs to prohibit text messaging while driving, and conduct education, awareness, and other outreach for employees about the risks associated with texting while driving. These initiatives should encourage voluntary compliance with the recipient agency's text messaging policy while off duty. For the purposes of these Grant Provisions and Assurances and pursuant to E.O. 13513, the following definitions apply:

"Texting" or "Text Messaging" means reading from or entering data into any handheld or other electronic device, including for the purpose of SMS texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication.

"Driving" means operating a motor vehicle on an active roadway with the motor running, including while temporarily stationary because of traffic, a traffic light or stop sign, or otherwise. It does not include operating a motor vehicle with or without the motor running when one has pulled over to the side of, or off, an active roadway and has halted in a location where one can safely remain stationary.

Section 41. Prohibition on Expending FMCSA Grant Award Funds for Covered Telecommunications Equipment or Services

2 CFR 200.216, *Prohibition on certain telecommunication and video surveillance services or equipment,* prohibits Federal award recipients from using government funds to procure or obtain, or enter contracts to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services.

In accordance with 2 CFR 200.216 and 200.471, FMCSA recipients and subrecipients are prohibited from expending grant funds to:

1. Procure or obtain; or
2. Extend or renew a contract to procure or obtain; or
3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
    i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
    ii. Telecommunications or video surveillance services provided by such entities or using such equipment.
    iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Section 42. Research Activities Involving Human Subjects

Any application that includes research activities involving human subjects, human tissue/cells, or data or recordings from or about human subjects, must satisfy the requirements of the Common Rule for the Protection of Human Subjects ("Common Rule"), codified for the Department of Transportation at 49 C.F.R. Part 11. Research activities involving human subjects that fall within one or more of the classes of vulnerable subjects found in 45 C.F.R. Part 46, Subparts B, C and D must satisfy the requirements of the applicable subpart(s). In addition, any such application that includes research activities on these subjects must be in compliance with all applicable statutory requirements imposed upon the Department of Health and Human Services (DHHS) and other Federal agencies, all regulations, policies and guidance adopted by DHHS, the Food and Drug Administration (FDA), and other Federal agencies on these topics, and all Executive Orders and Presidential statements of policy on applicable topics. (Regulatory Resources:
http://www.hhs.gov/ohrp/humansubjects/index.html which includes links to FDA regulations but may not include all applicable regulations and policies).

FMCSA uses the following Common Rule definitions for research and human subjects research:

Research: A systematic investigation, including research development, testing and evaluation, designed to develop or contribute to generalizable knowledge. Activities which meet this definition constitute research for purposes of this policy, whether or not they are conducted or supported under a program which is considered research for other purposes. For example, some demonstration and service programs may include research activities.

Human Subject: A living individual about whom an investigator (whether professional or student) conducting research:

(i) Obtains information or biospecimens through intervention or interaction with the individual, and uses, studies, or analyzes the information or biospecimens; or

(ii) Obtains, uses, studies, analyzes, or generates identifiable private information or identifiable biospecimens.

(1) Intervention includes both physical procedures by which information or biospecimens are gathered and manipulations of the subject or the subject's environment that are performed for research purposes.

(2) Interaction includes communication or interpersonal contact between investigator and subject.

(3) Private information includes information about behavior that occurs in a context in which an individual can reasonably expect that no observation or recording is taking place, and information which has been provided for specific purposes by an individual and that the individual can reasonably expect will not be made public (for example, a medical record). Private information must be individually identifiable (i.e., the identity of the subject is or may readily be ascertained by the investigator associated with the information) in order for obtaining the information to constitute research involving human subjects.

(4) Identifiable biospecimen includes a biospecimen for which the identity of the subject is or may readily be ascertained by the investigator or associated with the biospecimen. See 49 C.F.R. § 11.102 (Definitions).

(5) Identifiable private information is private information for which the identity of the subject is or may readily be ascertained by the investigator or associated with the information.

Section 43. Publications and Identification of Federal Assistance

The Recipient reserves the right to publish the results of its research on the work. Before publishing or making a presentation, however, the Recipient agrees to submit copies of any manuscript proposed for publication to FMCSA at least thirty (30) days in advance of the presentation or publication date to identify any inadvertent disclosure of any FMCSA proprietary information. If the Recipient does not ask to defer publication within thirty (30) days after receipt of the manuscript so that patent applications may be filed or proprietary information may be removed, the Recipient may proceed with publication or presentation. In the event FMCSA asks to defer publication, the Recipient shall not publish or otherwise disclose to any third party any of the information contained in the manuscript until such time as a patent application has been filed or the expiration of sixty (60) days after the date of submission of the manuscript to FMCSA, whichever occurs first. To comply with scientific publication standards, FMCSA may be identified as the source of funding for the research.

Except for confidential, privileged, or proprietary information in the Report, FMCSA may publish the Report, and make it available for publication on the Internet or in any other venue. The Recipient agrees that: (i) It will display information on any product developed with federal assistance for which the U.S. Department of Transportation, Federal Motor Carrier Safety Administration provided federal assistance to support the development of the product that is tangible and is produced from, or is a result of, a Project, is a deliverable, and visible to the public, or is or

will be made available to other research organizations, or public transportation providers, and consists of equipment, a prototype, hardware, construction, reports, data, software, internet pages, or any similar item. (ii) The information required will be given using an appropriate sign, designation, or notice.

Section 44. Certification.

The Recipient certifies that the statements it made in the grant application are true and correct, and Recipient understands that any false statements made as part of these certifications can be prosecuted.

Section 45. Small and Disadvantaged Business Requirements.

If any funds under this award are administered by or through a State Department of Transportation, the Recipient shall expend those funds in compliance with the requirements at 49 C.F.R. part 26, including any amendments thereto.

If any funds under this award are not administered by or through a State Department of Transportation, the Recipient shall expend those funds in compliance with the requirements at 2 C.F.R. 200.321, including any amendments thereto.

Memorandum of Agreement Standard Terms and Conditions
Revised August 2025

1.00 Effective Date
All Memorandum of Agreements are not effective until the Secretary of the Finance and Administration Cabinet or his authorized designee has approved the agreement and until the agreement has been submitted to the government contract review committee. However, in accordance with KRS 45A.700, memoranda of agreement in aggregate amounts of $50,000 or less are exempt from review by the committee and need only be filed with the committee within 30 days of their effective date for informational purposes.

KRS 45A.695(7) provides that payments on personal service contracts and memoranda of agreement shall not be authorized for services rendered after government contract review committee disapproval, unless the decision of the committee is overridden by the Secretary of the Finance and Administration Cabinet or agency head if the agency has been granted delegation authority by the Secretary.

The Commonwealth will make payment within thirty (30) working days of receipt of contractor's invoice or of acceptance of goods and/or services in accordance with KRS 45.453 and KRS 45.454.

Payments are predicated upon successful completion and acceptance of the described work, services, supplies, or commodities, and delivery of the required documentation. Invoices for payment shall be submitted to the agency contact person or his representative.

2.00 Cancellation Clause
Both parties shall have the right to terminate and cancel this contract at any time not to exceed thirty (30) days' written notice served on the Contractor by registered or certified mail.

3.00 Funding Out Provision
The state agency may terminate this agreement if funds are not appropriated to the contracting agency or are not otherwise available for the purpose of making payments without incurring any obligation for payment after the date of termination, regardless of the terms of the agreement. The state agency shall provide the Contractor thirty (30) calendar day’s written notice of termination of the agreement due to lack of available funding.

4.00 Reduction in Contract Worker Hours
The Kentucky General Assembly may allow for a reduction in contract worker hours in conjunction with a budget balancing measure for some professional and non-professional service contracts.
If under such authority the agency is required by Executive Order or otherwise to reduce contract hours, the agreement will be reduced by the amount specified in that document. If the contract funding is reduced, then the scope of work related to the contract may also be reduced commensurate with the reduction in funding. This reduction of the scope shall be agreeable to both parties and shall not be considered a breach of contract.

5.00 Access to Records

The state agency certifies that it is in compliance with the provisions of KRS 45A.150, "Access to contractor's books, documents, papers, records, or other evidence directly pertinent to the contract." The Contractor, as defined in KRS 45A.030, agrees that the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this agreement for the purpose of financial audit or program review. The Contractor also recognizes that any books, documents, papers, records, or other evidence, received during a financial audit or program review shall be subject to the Kentucky Open Records Act, KRS 61.870 to 61.884. Records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent to the agreement and shall be exempt from disclosure as provided in KRS 61.878(1)(c).

6.00 Violation of tax and employment laws

KRS 45A.485 requires the Contractor and all subcontractors performing work under the contract to reveal to the Commonwealth any final determination of a violation by the Contractor within the previous five (5) year period of the provisions of KRS chapters 136, 139, 141, 337, 338, 341, and 342. These statutes relate to corporate and utility tax, sales and use tax, income tax, wages and hours laws, occupational safety and health laws, unemployment insurance laws, and workers compensation insurance laws, respectively. Disclosure of any violations is required prior to the award of any state contract and throughout the duration the contract.

Failure to disclose violations, shall be grounds for the Commonwealth's disqualification of a contractor or subcontractor from eligibility for future state contracts for a period of two (2) years.

To comply with KRS 45A.485, the Contractor and all subcontractors performing work under this contract shall report any such final determination(s) of any violation(s) within the previous five (5) years to the Commonwealth by providing a list of the following information regarding any violation(s): (1) specific KRS violated, (2) date of any final determination of a violation, and (3) state agency which issued the final determination.

A list of any disclosures made prior to award of a contract shall be attached to the contract. The Contractor affirms that it has not violated any of the provisions of the above statutes within the previous five (5) year period, aside from violations explicitly disclosed and attached to this contract. Contractor further affirms that it will (1) communicate the above KRS 45A.485 disclosure requirements to any subcontractors and (2) disclose any subcontractor violations it becomes aware of to the Commonwealth.

7.00 Nondiscrimination

The Equal Employment Opportunity Act of 1978 (the “Act”), KRS 45.560 to 45.640, applies to all State government contracts or subcontracts in an amount exceeding $500,000. The contractor shall comply with all terms and conditions of the Act.

During the performance of this contract, the Contractor agrees as follows:

(a) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age forty (40) and over, disability, veteran status, or national origin or.

(b) The Contractor shall take affirmative action in regard to employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination rates of pay or other forms of compensation, and selection for training, so as to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, age forty (40) and over, disability, veteran status, and national origin.

(c) The Contractor shall state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age forty (40) and over, disability, veteran status, or national origin.

(d) The Contractor shall post notices in conspicuous places, available to employees and applicants for employment, setting forth the provisions of this non-discrimination clause.

The Contractor shall send a notice to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding advising the said labor union or workers' representative of the Contractor's commitments under this nondiscrimination clause.

The Contractor's noncompliance with the nondiscrimination clauses of this contract shall constitute a material breach of the contract.

Each Contractor shall, for the length of the contract or at the point at which the contract is covered by this Act and until its conclusion, furnish such information as required by the Act and any rules, regulations and orders issued pursuant thereto and permit access to all books and records pertaining to his employment practices and work sites by the contracting agency and the Cabinet to ascertain compliance with the Act.

This section applies to agreements disbursing federal funds, in whole or part, only when the terms for receiving those funds mandate its inclusion.

Approvals

This contract is subject to the terms and conditions stated herein. By affixing signatures below, the parties verify that they are authorized to enter into this contract and that they accept and consent to be bound by the terms and conditions stated herein. In addition, the parties agree that (i) electronic approvals may serve as electronic signatures, and (ii) this contract may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single contract.

1st Party: **Kentucky State Police**

Signature	Title
Printed Name	Date

2nd Party: Lexington Fayette Urban County Government

Signature	Mayor Title
Linda Gorton Printed Name	Date

Other Party:

Signature	Title
Printed Name	Date

Approved as to form and legality:

Attorney – Justice and Public Safety Cabinet

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 1027-25

File ID:	1027-25	**Type:**	Agenda Item	**Status:**	Agenda Ready
Version:	2	**Contract #:**		**In Control:**	Grants and Special Programs
				File Created:	10/21/2025
File Name:	Request Council authorization to accept award of federal funds in the amount of $200,000 from the U.S. Department of Justice under the Office of Community Oriented Policing Services (COPS) for the Law Enforcement Mental Health & Wellness Act Grant Program			**Final Action:**	

Title: Authorization to accept award of federal funds in the amount of $200,000 from the U.S. Department of Justice under the Office of Community Oriented Policing Services (COPS) for the Law Enforcement Mental Health & Wellness Act Grant Program (LEMHWA). Funds are for the two-year period from October 1, 2025 through September 30, 2027. No matching funds are required. (L1027-25)(Weathers/Armstrong)

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	26 - Blue Sheet Memo- LEMHWA, BA 13968, Pre-Acceptance Award Package_15JCOPS-25-GG-00422-LEMH_192756_AW-163625	**Enactment Number:**	
Deed #:		**Hearing Date:**	
Drafter:	Katrina James	**Effective Date:**	

History of Legislative File

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

Text of Legislative File 1027-25

Title

Authorization to accept award of federal funds in the amount of $200,000 from the U.S. Department of Justice under the Office of Community Oriented Policing Services (COPS) for the Law Enforcement Mental Health & Wellness Act Grant Program (LEMHWA). Funds are for the two-year period from October 1, 2025 through September 30, 2027. No matching funds are required. (L1027-25)(Weathers/Armstrong)

Summary

Authorization to accept award of federal funds in the amount of $200,000 from the U.S. Department of Justice under the Office of Community Oriented Policing Services (COPS) for the Law Enforcement Mental Health & Wellness Act Grant Program (LEMHWA). Funds are for the two-year period from October 1, 2025 through September 30, 2027. No matching funds are required. (L1027-25)(Weathers/Armstrong)

Budgetary Implications: Yes

Advance Document Review:

Law: Yes, Completed by William Razor, 10/15/2025

Risk Management: N/A

Fully Budgeted: Budget amendment is in process.

Account Number: 3140-505501-5511-XXXXX

This Fiscal Year Impact: $200,000

Annual Impact: $0

Project: LPD_LEMHWA_2025

Activity: FED_GRANT

Budget Reference: 2025

Current Balance: BA in process

MAYOR LINDA GORTON

LEXINGTON

THERESA REYNOLDS
DIRECTOR
GRANTS & SPECIAL PROGRAMS

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

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

DATE: **OCTOBER 17, 2025**

SUBJECT: **Law Enforcement Mental Health & Wellness Act Grant Program Award for FY 2026 -FY2028 for the Lexington Police Department**

Request: Council authorization to accept award of federal funds in the amount of $200,000 from the U.S. Department of Justice under the Office of Community Oriented Policing Services (COPS) for the Law Enforcement Mental Health & Wellness Act Grant Program (LEMHWA). Funds are for FY2026 through FY2028. No matching funds are required.

Purpose of Request: The Division of Police submitted an application to U.S. Department of Justice Office of Community Oriented Policing Services (COPS) for Lexington Police LEMHWA Implementation project. U.S. Department of Justice Office of Community Oriented Policing Services (COPS) awarded the LFUCG $200,000 in federal LEMHWA grant funds over a two-year period. The grant funds are to implement the expansion of the current Wellness Unit by adding a trained mental health professional to the staff. The position will be responsible for providing counseling services along with the other responsibilities of the mental health professional, to include educating and guiding police department employees on mental health concerns.

What is the cost in this budget year and future budget years? $200,000 is awarded for the two-year period from October 1, 2025 through September 30, 2027. No matching funds are required. Future years funding is dependent upon availability of grant funding.

Are the funds budgeted? Budget amendment is in process.

File Number: 1027-25

Director/Commissioner: Weathers/Armstrong

Search in Menu

LFUCG Budget Amendment Request Form

Requester: Zawistowski,Marcie **Date:** 10/21/2025 **Status:** Pending Approval **Amend Nbr:** 13968

***Business Unit:** LFUCG ***Journal Date:** 10/21/2025 ***Budget Period:** 2026 **Bid:** ☐ **Admin Review:** ☐

Personnel, Operating & Capital Accounts

Personalize | Find | View 3 | First 1-6 of 6 Last

	Fund	Dept	Section	Account	Description	Amount	Division	Department	Journal ID
1	3140	505501	5511	63121	Non-Civil Service Salaries	154,400.00	TPERKINS	KARMSTRO	
2	3140	505501	5511	63511	Pension Contributions	25,413.00	TPERKINS	KARMSTRO	
3	3140	505501	5511	63615	BP - UCG	10,000.00	TPERKINS	KARMSTRO	
4	3140	505501	5511	63621	FICA	8,212.00	TPERKINS	KARMSTRO	
5	3140	505501	5511	63622	Unemployment Insurance	55.00	TPERKINS	KARMSTRO	
6	3140	505501	5511	63624	Medicare Expense	1,920.00	TPERKINS	KARMSTRO	

Revenue Accounts

Personalize | Find | View All | First 1 of 1 Last

	Fund	Dept	Section	Account	Description	Amount	Division	Department	Journal ID
1	3140	505501	5511	44010	Intergovernmental - Federal	200,000.00	TPERKINS	KARMSTRO	

Project/Grant Revenue

Personalize | Find | View All | First 1 of 1 Last

Fund	Dept ID (WF)	Section	Account	Bud Ref	PC Bus Unit	Project	Activity	Amount	Division	Department	Journal ID

Project/Grant Expenditures

Personalize | Find | View All | First 1 of 1 Last

Fund	Dept ID (WF)	Section	Account	Bud Ref	PC Bus Unit	Project	Activity	Amount	Division	Department	Journal ID

Comments:

To create budget for Law Enforcement Mental Health and Wellness Implementation Projects Behavioral Health and Wellness Coordinator position (LPD_LEMHWA_2025)

Net Amend Amt: 0.00

Department of Justice (DOJ)

Office of Community Oriented Policing Services (COPS Office)

Washington, D.C. 20531

Name and Address of Recipient:	LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT 200 E MAIN ST
City, State and Zip:	LEXINGTON, KY 40507
Recipient UEI:	VM1GLHWZXA96

Project Title: FY25 Law Enforcement Mental Health and Wellness Act (LEMHWA) Implementation Projects - LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, KY	**Award Number:** 15JCOPS-25-GG-00422-LEMH
Solicitation Title: FY25 Law Enforcement Mental Health and Wellness Act (LEMHWA) Implementation Projects	
Federal Award Amount: $200,000.00	**Federal Award Date:** 10/10/25
Awarding Agency: Office of Community Oriented Policing Services	
Award Type: Initial **Funding Instrument Type:** Grant	
Opportunity Category: D **Assistance Listing:** 16.070 - Law Enforcement Mental Health and Wellness Act	
Project Period Start Date: 10/1/25	**Project Period End Date:** 9/30/27
Budget Period Start Date: 10/1/25	**Budget Period End Date**: 9/30/27

Project Description:

The Lexington Police Department request funding to hire a second Behavioral Health and Wellness Coordinator. The addition of a second therapist would improve upon what we can offer our personnel but also help make our current counselor workload more manageable and continue to offer much needed officer mental health and wellness services.

Award Letter

October 10, 2025

Dear Theresa Reynolds,

On behalf of Attorney General Pamela Bondi, it is my pleasure to inform you the Office of Community Oriented Policing Services (the COPS Office) has approved the application submitted by LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT for an award under the funding opportunity entitled 2025 FY25 Law Enforcement Mental Health and Wellness Act (LEMHWA) Implementation Projects. The approved award amount is $200,000.
Review the Award Instrument below carefully and familiarize yourself with all conditions and requirements before accepting your award. The Award Instrument includes the Award Offer (Award Information, Project Information, Financial Information, and Award Conditions) and Award Acceptance. For COPS Office and OVW funding the Award Offer also includes any Other Award Documents.

Please note that award requirements include not only the conditions and limitations set forth in the Award Offer, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. These requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds). Therefore, all key staff should receive the award conditions, the assurances and certifications, and the application as approved by the COPS Office, so that they understand the award requirements. Information on all pertinent award requirements also must be provided to any subrecipient of the award.

Should you accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Prior to accepting the award, your Entity Administrator must assign a Financial Manager, Grant Award Administrator, and Authorized Representative(s) in the Justice Grants System (JustGrants). The Entity Administrator will need to ensure the assigned Authorized Representative(s) is current and has the legal authority to accept awards and bind the entity to the award terms and conditions. To accept the award, the Authorized Representative(s) must accept all parts of the Award Offer in the Justice Grants System (JustGrants), including by executing the required declaration and certification, within 45 days from the award date.

To access your funds, you will need to enroll in the Automated Standard Application for Payments (ASAP) system, if you haven't already completed the enrollment process in ASAP. The Entity Administrator should have already received an email from ASAP to initiate this process.

Congratulations, and we look forward to working with you.

Cory D. Randolph
COPS Acting Director

Office for Civil Rights Notice for All Recipients

The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) enforces federal civil rights laws and other provisions that prohibit discrimination by recipients of federal financial assistance from OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW).

Several civil rights laws, including Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, require recipients of federal financial assistance (recipients) to give assurances that they will comply with those laws. Taken together, these and other civil rights laws prohibit recipients from discriminating in the provision of services and employment because of race, color, national origin, religion, disability, and sex or from discriminating in the provision of services on the bases of age.

Some recipients of DOJ financial assistance have additional obligations to comply with other applicable nondiscrimination provisions like the Omnibus Crime Control and Safe Streets Act of 1968, which prohibits discrimination on the basis of religion in addition to race, color, national origin, and sex. Recipients may also have related requirements regarding the development and implementation of equal employment opportunity programs.

OCR provides technical assistance, training, and other resources to help recipients comply with civil rights obligations. Further, OCR administratively enforces civil rights laws and nondiscrimination provisions by investigating DOJ recipients that are the subject of discrimination complaints. In addition, OCR conducts compliance reviews of DOJ recipients based on regulatory criteria. These investigations and compliance reviews permit OCR to evaluate whether DOJ recipients are providing services to the public and engaging in employment practices in a nondiscriminatory manner.

For more information about OCR, your civil rights and nondiscrimination responsibilities, how to notify your employees or beneficiaries of their civil rights protections and responsibilities and how to file a complaint, as well as technical assistance, training, and other resources, please visit www.ojp.gov/program/civil-rights-office/outreach. If you would like OCR to assist you in fulfilling your civil rights or nondiscrimination responsibilities, please contact us at askOCR@ojp.usdoj.gov or www.ojp.gov/program/civil-rights-office/about#ocr-contacts.

Award Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Recipient Information

Recipient Name

UEI
VM1GLHWZXA96

ORI Number

Street 1
200 E MAIN ST

Street 2

City
LEXINGTON

State/U.S. Territory
Kentucky

Zip/Postal Code
40507

Country
United States

County/Parish

Province

Award Details

Federal Award Date
10/10/25

Award Type
Initial

Award Number
15JCOPS-25-GG-00422-LEMH

Supplement Number
00

Federal Award Amount
$200,000.00

Funding Instrument Type
Grant

Assistance Listing Number	Assistance Listings Program Title
16.070	Law Enforcement Mental Health and Wellness Act

Statutory Authority

The Public Safety Partnership and Community Policing Act of 1994, 34 U.S.C. § 10381 et seq

[ ] *I have read and understand the information presented in this section of the Federal Award Instrument.*

Project Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Solicitation Title
2025 FY25 Law Enforcement Mental Health and Wellness Act (LEMHWA) Implementation Projects

Awarding Agency
COPS

Application Number
GRANT14448136

Grant Manager Name	Phone Number	E-mail Address
LaToshia Austin	202-598-1548	latoshia.austin@usdoj.gov

Project Title
FY25 Law Enforcement Mental Health and Wellness Act (LEMHWA) Implementation Projects - LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, KY

Performance Period Start Date	Performance Period End Date
10/01/2025	09/30/2027

Budget Period Start Date	Budget Period End Date
10/01/2025	09/30/2027

Project Description

The Lexington Police Department request funding to hire a second Behavioral Health and Wellness Coordinator. The addition of a second therapist would improve upon what we can offer our personnel but also help make our current counselor workload more manageable and continue to offer much needed officer mental health and wellness services.

[ ] *I have read and understand the information presented in this section of the Federal Award Instrument.*

Financial Information

Conditional Budget Clearance

The financial review of the budget for this award is still pending. For further details on the reason for this conditional budget clearance contact your assigned COPS program manager. Please review your specific award conditions for limitations on drawing down funding pending final budget clearance.

Award Conditions

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Condition 1
Restrictions on Internal Confidentiality Agreements: No recipient or subrecipient under this award, or entity that receives a contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts the lawful reporting of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information. Full-Year Continuing Appropriations and Extensions Act, 2025, Public Law 119-4; Further Consolidated Appropriations Act, 2024, Public Law 118-47, Division B, Title VII, Section 742.

Condition 2
Compliance with 8 U.S.C. § 1373: Authority to obligate or expend contingent on compliance with this condition. State or local government entity recipients of this award, and any subrecipient of this award at any tier that is an entity of a State or of a unit of local government, must comply with 8 U.S.C. §1373, which provides that such entities may not prohibit, or in any way restrict, any government entity or official from sending to, receiving from, maintaining, or exchanging information regarding citizenship or immigration status, lawful or unlawful, of any individual with components of the U.S. Department of Homeland Security or any other federal, state or local government entity. This includes any prohibitions or restrictions imposed or established by a State or local government entity or official.

Any obligations or expenditures of a recipient or subrecipient that are impermissible under this condition shall be unallowable costs for purposes of this award.

References to the Immigration and Naturalization Service in 8 U.S.C. 1373 are to be read, as a legal matter, as references to components of the U.S. Department of Homeland Security.

Condition 3
Federal Civil Rights and Nondiscrimination Laws (certification): The recipient agrees that its compliance with all applicable Federal civil rights and nondiscrimination laws is material to the government's decision to make this award and any payment thereunder, including for purposes of the False Claims Act (31 U.S.C. 3729-3730 and 3801-3812), and, by accepting this award, certifies that it does not operate any programs (including any such programs having components relating to diversity, equity, and inclusion) that violate any applicable Federal civil rights or nondiscrimination laws.

Condition 4
Federal Laws, Presidential Memoranda, and Executive Orders: Recipients of grant funding must comply with all applicable federal laws and Presidential Memoranda and all Executive Orders by the President.

Condition 5
Award Monitoring Activities: Federal law requires that recipients receiving federal funding from the COPS Office must be monitored to ensure compliance with their award conditions and other applicable statutes and regulations. The COPS Office is also interested in tracking the progress of our programs and the advancement of community policing. Both aspects of award implementation—compliance and programmatic benefits—are part of the monitoring process coordinated by the U.S. Department of Justice. Award monitoring activities conducted by the COPS Office include site visits, enhanced office-based grant reviews, alleged noncompliance reviews, financial and programmatic reporting, and audit resolution. As a COPS Office award recipient, you agree to cooperate with and respond to any requests for information pertaining to your award. This includes all financial records, such as general accounting ledgers and all supporting documents. All information pertinent to the implementation of the award is subject to agency review throughout the life of the award, during the close-out process and for three-years after the submission of the final expenditure report. 2 C.F.R. §§ 200.334 and 200.337, and, as applicable, 34 U.S.C. § 10385(a).

Condition 6
Authorized Representative Responsibility: The recipient understands that, in accepting this award, the Authorized Representatives declare and certify, among other things, that they possess the requisite legal authority to accept the award on behalf of the recipient entity and, in so doing, accept (or adopt) all material requirements throughout the period of performance under this award. The recipient further understands, and agrees, that it will not assign anyone to the role of Authorized Representative during the period of performance under the award without first ensuring that the individual has the requisite legal authority.

Condition 7
Contract Provision: All contracts made by the award recipients under the federal award must contain the provisions required under 2 C.F.R. Part 200, Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards. Please see appendices in the Award Owner's Manual for a full text of the contract provisions.

Condition 8
Award Owner's Manual: The recipient agrees to comply with the terms and conditions in the applicable award year COPS Office Program Award Owner's Manual; DOJ Grants Financial Guide; COPS Office statute (34 U.S.C. § 10381,

et seq.) as applicable; Students, Teachers, and Officers Preventing (STOP) School Violence Act of 2018 (34 U.S.C. § 10551, et seq.) as applicable; the requirements of 2 C.F.R. Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards), including subsequent changes, as adopted by the U.S. Department of Justice in 2 C.F.R. § 2800.101; 48 C.F.R. Part 31 (FAR Part 31) as applicable (Contract Cost Principles and Procedures); the Cooperative Agreement as applicable; representations made in the application; and all other applicable program requirements, laws, orders, regulations, or circulars.

Failure to comply with one or more award requirements may result in remedial action including, but not limited to, withholding award funds, disallowing costs, suspending, or terminating the
award, or other legal action as appropriate.

Should any provision of a condition of this award be held to be invalid or unenforceable by its terms, then that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law (to any person or circumstance) under this award. Should it be held, instead, that a condition (or a provision thereof) is of utter invalidity or unenforceability, such condition (or such provision) shall be deemed severable from this award.

Condition 9
Federal Civil Rights: The recipient and any subrecipient must comply with applicable federal civil rights and nondiscrimination statutes and regulations including: Section 601 of the Civil Rights Act of 1964 (42 U.S.C. § 2000d), as implemented in Subparts C and D of 28 C.F.R. Part 42; section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), as implemented in Subpart G of 28 C.F.R. Part 42; section 901 of the Education Amendments of 1972 (20 U.S.C. § 1681), as implemented in Subpart D of 28 C.F.R. Parts 42 and 54; section 303 of the Age Discrimination Act of 1975 (42 U.S.C. § 6102), as implemented in Subpart I of 28 C.F.R. Part 42; and section 809(c) of Title I of the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. § 10228(c)), as implemented in Subpart D of 28 C.F.R. Part 42. In addition to applicable federal statutes and regulations that pertain to civil rights and nondiscrimination, the recipient and any subrecipient must comply with the requirements in 28 C.F.R. Parts 22 (Confidentiality of Identifiable Research and Statistical Information); 28 C.F.R. Part 23 (Criminal Intelligence Systems Operating Policies); 28 C.F.R. Part 38 (Partnerships with Faith-Based and Other Neighborhood Organizations); and 28 C.F.R. Part 46 (Protection of Human Subjects). For an overview of the civil rights laws and nondiscrimination requirements in connection with your award, please see https://www.ojp.gov/program/civil-rights/overview.

Condition 10
Duplicative Funding: The recipient understands and agrees to notify the COPS Office if it receives, from any other source, funding for the same item or service also funded under this award.

Condition 11
Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and COPS Office authority to terminate award): The recipient and subrecipient agree to comply with the following requirements of 2 C.F.R. Part 175, Appendix A to Part 175 – Award Term:
I. Trafficking in Persons
(a) Provisions applicable to a recipient that is a private entity. (1) Under this award, the
recipient, its employees, subrecipients under this award, and subrecipient's employees must not engage in:
(i) Severe forms of trafficking in persons;
(ii) The procurement of a commercial sex act during the period of time that this award
or any subaward is in effect;
(iii) The use of forced labor in the performance of this award or any subaward; or
(iv) Acts that directly support or advance trafficking in persons, including the following acts:
(A) Destroying, concealing, removing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents;
(B) Failing to provide return transportation or pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless:
(1) Exempted from the requirement to provide or pay for such return transportation by the Federal department or agency providing or entering into the grant or cooperative agreement; or
(2) The employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or a witness in a human trafficking enforcement action;
(C) Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment;

(D) Charging recruited employees a placement or recruitment fee; or
(E) Providing or arranging housing that fails to meet the host country's housing and safety standards.
(2) The Federal agency may unilaterally terminate this award or take any remedial actions authorized by 22 U.S.C. 7104b(c), without penalty, if any private entity under this award:
(i) Is determined to have violated a prohibition in paragraph (a)(1) of this appendix; or
(ii) Has an employee that is determined to have violated a prohibition in paragraph (a)(1) of this this appendix through conduct that is either:
(A) Associated with the performance under this award; or
(B) Imputed to the recipient or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, ''OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement),'' as implemented by DOJ at 2 C.F.R. Part 2867.
(b) Provision applicable to a recipient other than a private entity. (1) The Federal agency may unilaterally terminate this award or take any remedial actions authorized by 22 U.S.C. 7104b(c), without penalty, if a subrecipient that is a private entity under this award:
(i) Is determined to have violated a prohibition in paragraph (a)(1) of this appendix; or
(ii) Has an employee that is determined to have violated a prohibition in paragraph (a)(1) of this appendix through conduct that is either:
(A) Associated with the performance under this award; or
(B) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, ''OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement),'' as implemented by 2 C.F.R. Part 2867.
(c) Provisions applicable to any recipient.
(1) The recipient must inform the Federal agency and the Inspector General of the Federal agency immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (a)(1) of this appendix.
(2) The Federal agency's right to unilaterally terminate this award as described in paragraphs (a)(2) or (b)(1) of this appendix:
(i) Implements the requirements of 22 U.S.C. 78, and
(ii) Is in addition to all other remedies for noncompliance that are available to the Federal agency under this award.
(3) The recipient must include the requirements of paragraph (a)(1) of this award term in any subaward it makes to a private entity.
(4) If applicable, the recipient must also comply with the compliance plan and certification requirements in 2 CFR 175.105(b).
(d) Definitions. For purposes of this award term:
Employee means either:
(1) An individual employed by the recipient or a subrecipient who is engaged in the performance of the project or program under this award; or
(2) Another person engaged in the performance of the project or program under this award and not compensated by the recipient including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing requirements.
Private Entity means any entity, including for-profit organizations, nonprofit organizations, institutions of higher education, and hospitals. The term does not include foreign public entities, Indian Tribes, local governments, or states as defined in 2 CFR 200.1.
The terms ''severe forms of trafficking in persons,'' ''commercial sex act,'' ''sex trafficking,'' ''Abuse or threatened abuse of law or legal process,'' ''coercion,'' ''debt bondage,'' and ''involuntary servitude'' have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

Condition 12
Termination: Recipient understands and agrees that the COPS Office may terminate funding, in whole or in part, for the following reasons:
(1) When the recipient fails to comply with the terms and conditions of a Federal award.
(2) When the recipient agrees to the termination and termination conditions.
(3) When the recipient provides the COPS Office written notification requesting termination including the reasons, effective date, and the portion of the award to be terminated. The COPS Office may terminate the entire award if the remaining portion will not accomplish the purposes of the award.
(4) Pursuant to any other award terms and conditions, including, when an award no longer effectuates the program

goals or agency priorities to the extent such termination is authorized by law.
2. C.F.R. § 200.340.

Condition 13
Recipient Integrity and Performance Matters: For awards over $500,000, the recipient agrees to comply with the following requirements of 2 C.F.R. Part 200, Appendix XII to Part 200 – Award Term and Condition for Recipient Integrity and Performance Matters:
I. Reporting of Matters Related to Recipient Integrity and Performance
(a) General Reporting Requirement.
(1) If the total value of your active grants, cooperative agreements, and procurement contracts from all Federal agencies exceeds $10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient must ensure the information available in the responsibility/qualification records through the System for Award Management (SAM.gov), about civil, criminal, or administrative proceedings described in paragraph (b) of this award term is current and complete. This is a statutory requirement under section 872 of Public Law 110–417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111– 212, all information posted in responsibility/qualification records in SAM.gov on or after April 15, 2011 (except past performance reviews required for Federal procurement contracts) will be publicly available.
(b) Proceedings About Which You Must Report.
(1) You must submit the required information about each proceeding that—
(i) Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;
(ii) Reached its final disposition during the most recent five-year period; and
(iii) Is one of the following—
(A) A criminal proceeding that resulted in a conviction;
(B) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of $5,000 or more;
(C) An administrative proceeding that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of $5,000 or more or reimbursement, restitution, or damages in excess of $100,000; or
(D) Any other criminal, civil, or administrative proceeding if—
(1) It could have led to an outcome described in paragraph (b)(1)(iii)(A) through (C);
(2) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and
(3) The requirement in this award term to disclose information about the proceeding does not conflict with applicable laws and regulations.
(c) Reporting Procedures. Enter the required information in SAM.gov for each proceeding described in paragraph (b) of this award term. You do not need to submit the information a second time under grants and cooperative agreements that you received if you already provided the information in SAM.gov because you were required to do so under Federal procurement contracts that you were awarded.
(d) Reporting Frequency. During any period of time when you are subject to the requirement in paragraph (a) of this award term, you must report proceedings information in SAM.gov for the most recent five-year period, either to report new information about a proceeding that you have not reported previously or affirm that there is no new information to report. If you have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than $10,000,000, you must disclose semiannually any information about the criminal, civil, and administrative proceedings.
(e) Definitions. For purposes of this award term—
Administrative proceeding means a nonjudicial process that is adjudicatory in nature to make a determination of fault or liability (for example, Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with the performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.
Conviction means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere. Total value of currently active grants, cooperative agreements, and procurement contracts includes the value of the Federal share already received plus any anticipated Federal share under those awards (such as continuation funding).

Condition 14
Reporting Subawards and Executive Compensation: The recipient agrees to comply with the following requirements of 2 C.F.R. Part 170, Appendix A to Part 170 – Award Term:
I. Reporting Subawards and Executive Compensation

(a) Reporting of first-tier subawards—(1) Applicability. Unless the recipient is exempt as provided in paragraph (d) of this award term, the recipient must report each subaward that equals or exceeds $30,000 in Federal funds for a subaward to an entity or Federal agency. The recipient must also report a subaward if a modification increases the Federal funding to an amount that equals or exceeds $30,000. All reported subawards should reflect the total amount of the
subaward.
(2) Reporting Requirements. (i) The entity or Federal agency must report each subaward
described in paragraph (a)(1) of this award term to the Federal Funding Accountability
and Transparency Act Subaward Reporting System (FSRS) at http://www.fsrs.gov.
(ii) For subaward information, report no later than the end of the month following the month in which the subaward was issued. (For example, if the subaward was made on November 7, 2025, the subaward must be reported by no later than December 31, 2025).
(b) Reporting total compensation of recipient executives for entities—(1) Applicability. The recipient must report the total compensation for each of the recipient's five most highly compensated executives for the preceding completed fiscal year if:
(i) The total Federal funding authorized to date under this Federal award equals or
exceeds $30,000;
(ii) in the preceding fiscal year, the recipient received:
(A) 80 percent or more of the recipient's annual gross revenues from Federal procurement contracts (and subcontracts) and Federal awards (and subawards) subject to the Transparency Act; and
(B) $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal awards (and subawards) subject to the Transparency Act; and,
(iii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986 after receiving this subaward. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.)
(2) Reporting Requirements. The recipient must report executive total compensation described in paragraph (b)(1) of this appendix:
(i) As part of the recipient's registration profile at https://www.sam.gov.
(ii) No later than the month following the month in which this Federal award is made, and annually after that. (For example, if this Federal award was made on November 7,
2025, the executive total compensation must be reported by no later than December 31,
2025.)
(c) Reporting of total compensation of subrecipient executives—(1) Applicability. Unless a first-tier subrecipient is exempt as provided in paragraph (d) of this appendix, the recipient must report the executive total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if:
(i) The total Federal funding authorized to date under the subaward equals or exceeds
$30,000;
(ii) In the subrecipient's preceding fiscal year, the subrecipient received:
(A) 80 percent or more of its annual gross revenues from Federal procurement contracts
(and subcontracts) and Federal awards (and subawards) subject to the Transparency Act; and,
(B) $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal awards (and subawards) subject to the Transparency Act; and
(iii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986 after receiving this subaward. (To determine if the public has access to the compensation information, see
the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.)
(2) Reporting Requirements. Subrecipients must report to the recipient their executive total compensation described in paragraph
(c)(1) of this appendix. The recipient is required to submit this information to the
Federal Funding Accountability and Transparency Act Subaward Reporting System (FSRS) at http://www.fsrs.gov no later than the end of the month following the month in which the subaward was made. (For example, if the subaward was made on November 7, 2025, the subaward must be reported by no later than December 31, 2025).
(d) Exemptions. (1) A recipient with gross income under $300,000 in the previous tax year is exempt from the requirements to report:
(i) Subawards, and

(ii) The total compensation of the five most highly compensated executives of any subrecipient.
(e) Definitions. For purposes of this award term:
Entity includes:
(1) Whether for profit or nonprofit:
(i) A corporation;
(ii) An association;
(iii) A partnership;
(iv) A limited liability company;
(v) A limited liability partnership;
(vi) A sole proprietorship;
(vii) Any other legal business entity;
(viii) Another grantee or contractor that is not excluded by subparagraph (2); and
(ix) Any State or locality;
(2) Does not include:
(i) An individual recipient of Federal financial assistance; or
(ii) A Federal employee.
Executive means an officer, managing partner, or any other employee holding a management position.
Subaward has the meaning given in 2 CFR200.1.
Subrecipient has the meaning given in 2CFR 200.1.
Total Compensation means the cash and noncash dollar value an executive earns during an entity's preceding fiscal year. This includes all items of compensation as prescribed in 17 CFR 229.402(c)(2).

Condition 15
Assurances and Certifications: The recipient acknowledges its agreement to comply with the Assurances and Certifications forms that were signed as part of its application.

Condition 16
Conflict of Interest: Recipients and subrecipients must disclose in writing to the COPS Office or pass-through entity, as applicable, any potential conflict of interest affecting the awarded federal funding in 2 C.F.R. § 200.112.

Condition 17
Debarment and Suspension: The recipient agrees not to award federal funds under this program to any party which is debarred or suspended from participation in federal assistance programs. 2 C.F.R. Part 180 (Government-wide Nonprocurement Debarment and Suspension) and 2 C.F.R. Part 2867 (DOJ Nonprocurement Debarment and Suspension).

Condition 18
Equal Employment Opportunity Plan (EEOP): Please see the Office for Civil Rights website https://www.ojp.gov/eeop-notice for current information on the recipient's responsibilities related to the federal regulations pertaining to the development and implementation of an Equal Employment Opportunity Plan.

Condition 19
Employment Eligibility: The recipient agrees to complete and keep on file, as appropriate, the Department of Homeland Security, U.S. Citizenship and Immigration Services (USCIS) Employment Eligibility Verification Form (I-9). This form is to be used by recipients of federal funds to verify that persons are eligible to work in the United States. Immigration Reform and Control Act of 1986 (IRCA), Public Law 99-603.

Condition 20
Enhancement of Contractor Protection from Reprisal for Disclosure of Certain Information: Recipients and subrecipients agree not to discharge, demote, or otherwise discriminate against an employee as reprisal for the employee disclosing information that he or she reasonably believes is evidence of gross mismanagement of a federal contract or award, a gross waste of federal funds, an abuse of authority relating to a federal contract or award, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or award. Recipients and subrecipients also agree to provide to their employees in writing (in the predominant native language of the workforce) of the rights and remedies provided in 41 U.S.C. § 4712. Please see appendices in the Award Owner's Manual for a full text of the statute.

Condition 21
False Statements: False statements or claims made in connection with COPS Office awards may result in fines, imprisonment, debarment from participating in federal awards or contracts, and/or any other remedy available by law. 31 U.S.C. § 3729-3733.

Condition 22
Mandatory Disclosure: Recipients and subrecipients must timely disclose in writing to the Federal awarding agency or pass-through entity, as applicable, all federal criminal law violations involving fraud, bribery, or gratuity that may potentially affect the awarded federal funding. Recipients that receive an award over $500,000 must also report certain civil, criminal, or administrative proceedings in SAM and are required to comply with the Term and Condition for Recipient Integrity and Performance Matters as set out in 2 C.F.R. Part 200, Appendix XII to Part 200. Failure to make required disclosures can result in any of the remedies, including suspension and debarment, described in 2 C.F.R. § 200.339. 2 C.F.R. § 200.113.

Condition 23
Reports/Performance Goals: To assist the COPS Office in monitoring and tracking the performance of your award, your agency will be responsible for submitting semi-annual programmatic performance reports that describe project activities during the reporting period and quarterly Federal Financial Reports using Standard Form 425 (SF-425). 2 C.F.R. §§ 200.328 - 200.329. The performance report is used to track your agency's progress in implementing the award, and, as applicable, community policing strategies including gauging the effectiveness of your agency's community policing capacity. The Federal Financial Report is used to track the expenditures of the recipient's award funds on a cumulative basis throughout the life of the award.

Condition 24
System for Award Management (SAM.gov) and Universal Identifier Requirements: The recipient agrees to comply with the following requirements of 2 C.F.R. Part 25, Appendix A to Part 25 – Award Term:
I. System for Award Management (SAM.gov) and Universal Identifier Requirements
(a) Requirement for System for Award Management. (1) Unless exempt from this requirement under 2 CFR 25.110, the recipient must maintain a current and active registration in SAM.gov. The recipient's registration must always be current and active until the recipient submits all final reports required under this Federal award or receives the final payment, whichever is later. The recipient must review and update its information in SAM.gov at least annually from the date of its initial registration or any subsequent updates to ensure it is current, accurate, and complete. If applicable, this includes identifying the recipient's immediate and highest-level owner and subsidiaries and providing information about the recipient's predecessors that have received a Federal award or contract within the last three years.
(b) Requirement for Unique Entity Identifier (UEI). (1) If the recipient is authorized to make subawards under this Federal award, the recipient:
(i) Must notify potential subrecipients that no entity may receive a subaward until the entity has provided its UEI to the recipient.
(ii) Must not make a subaward to an entity unless the entity has provided its UEI to the
recipient. Subrecipients are not required to complete full registration in SAM.gov to obtain a UEI.
(c) Definitions. For the purposes of this award term:
System for Award Management (SAM.gov) means the Federal repository into which a
recipient must provide the information required for the conduct of business as a recipient. Additional information about registration procedures may be found in SAM.gov (currently at https://www.sam.gov).
Unique entity identifier means the universal identifier assigned by SAM.gov to uniquely identify an entity.
Entity is defined at 2 CFR 25.400 and includes all of the following types as defined
in 2 CFR 200.1:
(1) Non-Federal entity;
(2) Foreign organization;
(3) Foreign public entity;
(4) Domestic for-profit organization; and
(5) Federal agency.
Subaward has the meaning given in 2 CFR 200.1.
Subrecipient has the meaning given in 2 CFR 200.1.

Condition 25
Additional High-Risk Recipient Requirements: The recipient agrees to comply with any additional requirements that may be imposed during the award performance period if the awarding agency determines that the recipient is a high-risk recipient. 2 C.F.R. § 200.208.

Condition 26
Allowable Costs: The funding under this award is for the payment of approved costs for program-specific purposes. The allowable costs approved for your agency's award are limited to those listed in your agency's award package. In accordance with 2 C.F.R. § 200.400(g), the recipient or subrecipient must not earn or keep any profit resulting from the award. Your agency may not use award funds for any costs not identified as allowable in the award package.

Condition 27
Training Guiding Principles: Any training or training materials developed or delivered with award funding provided by the Office of Community Oriented Policing Services is to adhere to the following guiding principles –

1. Trainings must comply with applicable law.
In developing and conducting training under the award, recipients (and any subrecipients) shall not violate the Constitution or any federal law, including any law prohibiting discrimination.

2. The content of trainings and training materials must be accurate, appropriately tailored, and focused.
The content of training programs must be accurate, useful to those being trained, and well matched to the program's stated objectives. Training materials used or distributed at trainings must be accurate, relevant, and consistent with these guiding principles.

3. Trainers must be well?qualified in the subject area and skilled in presenting it.
Trainers must possess the subject?matter knowledge and the subject?specific training experience necessary to meet th

4. Trainers must demonstrate the highest standards of professionalism.
Trainers must comport themselves with professionalism. While trainings will necessarily entail varying teaching styles, techniques, and degrees of formality, as appropriate to the particular training goal, professionalism demands that trainers instruct in the manner that best communicates the subject matter while conveying respect for all.

Condition 28
Computer Network Requirement: The recipient understands and agrees that no award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography. Nothing in this requirement limits the use of funds necessary for any federal, state, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities. Full-Year Continuing Appropriations and Extensions Act, 2025, Public Law 119-4; Consolidated Appropriations Act, 2024, Public Law 118-42, Division C, Title V, Section 527.

Condition 29
Evaluations: The COPS Office may conduct monitoring or sponsor national evaluations of its award programs. The recipient agrees to cooperate with the monitors and evaluators. 34 U.S.C. § 10385(b).

Condition 30
Extensions: Recipients may request an extension of the award period to receive additional time to implement their award program. Such extensions do not provide additional funding. Only those recipients that can provide a reasonable justification for delays will be granted no-cost extensions. Extension requests must be received prior to the end date of the award. 2 C.F.R. §§ 200.308(f)(10) and 200.309.

Condition 31
Human Subjects Research: The recipient agrees to comply with the provisions of the U.S. Department of Justice's common rule regarding Protection of Human Subjects, 28 C.F.R. Part 46, prior to the expenditure of Federal funds to perform such activities, if applicable. The recipient also agrees to comply with 28 C.F.R. Part 22 regarding the safeguarding of individually identifiable information collected from research participants.

Condition 32
Modifications: Award modifications are evaluated on a case-by-case basis in accordance with 2 C.F.R. § 200.308(i). For federal awards in excess of the simplified acquisition threshold (currently, $250,000), any modification request involving the reallocation of funding between budget categories that exceed or are expected to exceed 10 percent (10%) of the total approved budget requires prior written approval by the COPS Office. Regardless of the federal award amount or budget modification percentage, any reallocation of funding is limited to approved budget categories. In addition, any budget modification that changes the scope of the project requires prior written approval by the COPS Office.

Condition 33
The Paperwork Reduction Act Clearance and Privacy Act Review: Recipient agrees, if required, to submit all surveys, interview protocols, and other information collections to the COPS Office for submission to the Office of Management and Budget (OMB) for clearance under the Paperwork Reduction Act (PRA). Before submission to OMB, all information collections that request personally identifiable information must be reviewed by the COPS Office to ensure compliance with the Privacy Act. The Privacy Act compliance review and the PRA clearance process may take several months to complete. 44 U.S.C. §§ 3501-3520 and 5 U.S.C. § 552a.

Condition 34
Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment: Recipient agrees that it, and its subrecipients, will not use award funds to extend, renew, or enter into any contract to procure or obtain any covered telecommunication and video surveillance services or equipment as described in 2 CFR §200.216. Covered services and equipment include telecommunications or video surveillance services or equipment produced or provided by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); or an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of China. The use of award funds on covered telecommunications or video surveillance services or equipment are unallowable.
2. C.F.R. § § 200.216 & 471. See also Section 889 of the John S. McCain National Defense Authorization Act of Fiscal Year 2019, Public Law 115-232.

Condition 35
Sole Source Justification: Recipients who have been awarded funding for the procurement of an item (or group of items) or service in excess of the simplified acquisition threshold (currently, $250,000) and who plan to seek approval for use of a noncompetitive procurement process must provide a written sole source justification to the COPS Office for approval prior to obligating, expending, or drawing down award funds for that item or service. 2 C.F.R. § 200.325(b)(2).

Condition 36
Supplementing, not Supplanting: State, local, and tribal government recipients must use award funds to supplement, and not supplant, state, local, or Bureau of Indian Affairs (BIA) funds that are already committed or otherwise would have been committed for award purposes (hiring, training, purchases, and/or activities) during the award period. In other words, state, local, and tribal government recipients may not use COPS Office funds to supplant (replace) state, local, or BIA funds that would have been dedicated to the COPS Office-funded item(s) in the absence of the COPS Office award. 34 U.S.C. § 10384(a).

Condition 37
Travel Costs: Travel costs for transportation, lodging and subsistence, and related items are allowable with prior approval from the COPS Office. Payment for allowable travel costs will be in accordance with 2 C.F.R. § 200.475.

Condition 38
Copyright: If applicable, the recipient may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under this award in accordance with 2 C.F.R. § 200.315(b). The COPS Office reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish, or otherwise use the work, in whole or in part (including create derivative works), for Federal Government purposes, and to authorize others to do so. The COPS Office also reserves the right, at its discretion, not to publish deliverables and other materials developed under this award as a U.S. Department of Justice resource.

Products and deliverables developed with award funds and published as a U.S. Department of Justice resource will contain the following copyright notice:

“This resource was developed under a federal award and may be subject to copyright. The U.S. Department of Justice reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use the work for Federal Government purposes and to authorize others to do so. This resource may be freely distributed and used for noncommercial and educational purposes only.”

Condition 39
Requirement to report actual or imminent breach of personally identifiable information (PII).

The recipient (and any subrecipient at any tier) must have written procedures in place to respond in the event of an actual or imminent breach (as defined in OMB M-17-12) if it (or a subrecipient)-- 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of personally identifiable information (PII) (as defined in 2 C.F.R. 200.1) within the scope of a COPS Office grant-funded program or activity, or 2) uses or operates a Federal information system (as defined in OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to the recipient’s COPS Office Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

Condition 40
Domestic preferences for procurements: Recipient agrees that it, and its subrecipients, to the greatest extent practicable, will provide a preference for the purchase, acquisition, or use of goods, products, and materials produced in, and services offered in, the United States. 2. C.F.R. § 200.322 and Executive Order 14005, Ensuring the Future is Made in All of America by All of America’s Workers, January 25, 2021.

Condition 41
Conditional Budget Clearance: The recipient understands that the budget for this award is pending review and approval. Until approved, the recipient agrees not to obligate, expend or draw down funds until the COPS Office has approved the budget and an Award Condition Modification (ACM) has been issued to remove this award condition. Recipients will not be reimbursed for any obligations or expenditures that are not approved.

Condition 42
Public Release Information: The recipient agrees to submit one copy of all reports and proposed publications resulting from this award ninety (90) days prior to public release. Any publications (written, curricula, visual, sound, or websites) or computer programs, whether or not published at government expense, shall contain the following statement:

"This project was supported, in whole or in part, by federal award number [YYYY-XX-XXXX] awarded to [Entity] by the U.S. Department of Justice, Office of Community Oriented Policing Services. The opinions contained herein are those of the author(s) or contributor(s) and do not necessarily represent the official position or policies of the U.S. Department of Justice. References to specific individuals, agencies, companies, products, or services should not be considered an endorsement by the author(s), contributor(s), or the U.S. Department of Justice.

[ ] *I have read and understand the information presented in this section of the Federal Award Instrument.*

Award Acceptance

Declaration and Certification to the U.S. Department of Justice as to Acceptance

By checking the declaration and certification box below, I--

A. Declare to the U.S. Department of Justice (DOJ), under penalty of perjury, that I have authority to make this declaration and certification on behalf of the applicant.

B. Certify to DOJ, under penalty of perjury, on behalf of myself and the applicant, to the best of my knowledge and belief, that the following are true as of the date of this award acceptance: (1) I have conducted or there was conducted (including by applicant's legal counsel as appropriate and made available to me) a diligent review of all terms and conditions of, and all supporting materials submitted in connection with, this award, including any assurances and certifications (including anything submitted in connection therewith by a person on behalf of the applicant before, after, or at the time of the application submission and any materials that accompany this acceptance and certification); and (2) I have the legal authority to accept this award on behalf of the applicant.

C. Accept this award on behalf of the applicant.

D. Declare the following to DOJ, under penalty of perjury, on behalf of myself and the applicant: (1) I understand that, in taking (or not taking) any action pursuant to this declaration and certification, DOJ will rely upon this declaration and certification as a material representation; and (2) I understand that any materially false, fictitious, or fraudulent information or statement in this declaration and certification (or concealment or omission of a material fact as to either) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant to civil penalties and administrative remedies under the federal False Claims Act (including under 31 U.S.C. §§ 3729-3730 and/or §§ 3801-3812) or otherwise.

Agency Approval

Title of Approving Official	Name of Approving Official	Signed Date And Time
COPS Acting Director	Cory D. Randolph	9/29/25 7:09 PM

Authorized Representative

☐ Declaration and Certification (Law Enforcement Executive/Program Official)

Entity Acceptance

Title of Authorized Entity Official
no value

Name of Authorized Entity Official
no value

Signed Date And Time
no value

☐ Declaration and Certification (Government Executive/Financial Official)

Entity Acceptance

Title of Authorized Entity Official
Mayor

Name of Authorized Entity Official
no value

Signed Date And Time
no value

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 1028-25

File ID:	1028-25	**Type:**	Agenda Item	**Status:**	Agenda Ready
Version:	2	**Contract #:**		**In Control:**	Grants and Special Programs
				File Created:	10/21/2025
File Name:	Request Council authorization to accept grant funds in the amount of $33,500 from the Bluegrass Community Foundation to support programming along Town Branch Commons. There are no matching funds required.			**Final Action:**	

Title: Authorization to accept grant funds in the amount of $33,500 from the Bluegrass Community Foundation to support programming along Town Branch Commons. No matching funds required. Budget amendment in process. (L1028-25)(Conrad/Ford)

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	26 - Blue Sheet Memo TB Commons Award, BA 13969, BGCF Grant Agreement - TBC Programming	**Enactment Number:**	
Deed #:		**Hearing Date:**	
Drafter:	Katrina James	**Effective Date:**	

History of Legislative File

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

Text of Legislative File 1028-25

Title

Authorization to accept grant funds in the amount of $33,500 from the Bluegrass Community Foundation to support programming along Town Branch Commons. No matching funds required. Budget amendment in process. (L1028-25)(Conrad/Ford)

Summary

Authorization to accept grant funds in the amount of $33,500 from the Bluegrass Community Foundation to support programming along Town Branch Commons. No matching funds required. Budget amendment in process. (L1028-25)(Conrad/Ford)
Budgetary Implications: Yes
Advance Document Review:

Law: Yes, Completed by William Razor, 8/27/2025

Risk Management: N/A

Fully Budgeted: Budget amendment is in process.
Account Number: 3300-707604-7321-XXXXX
This Fiscal Year Impact: $33,500
Annual Impact: $0
Project: BGCF_TBCPG_2026
Activity: OTH_GRANT
Budget Reference: 2026
Current Balance: BA in process

MAYOR LINDA GORTON

LEXINGTON

THERESA REYNOLDS
DIRECTOR
GRANTS & SPECIAL PROGRAMS

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

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

DATE: **OCTOBER 17, 2025**

SUBJECT: **Acceptance of Grant Award from Bluegrass Community Foundation for Town Branch Commons Programming**

Request: Council authorization to accept grant funds in the amount of $33,500 from the Bluegrass Community Foundation to support programming along Town Branch Commons. There are no matching funds required.

Purpose of Request: The Division of Parks and Recreation has been awarded $33,500.00 from the Bluegrass Community Foundation to support programming along Town Branch Commons. Funds are intended to be used exclusively for this purpose.

What is the cost in this budget year and future budget years? $33,500 has been awarded for FY2026. No matching funds are required. Future years funding is dependent upon availability of grant funding.

Are the funds budgeted? Budget amendment is in process.

File Number: 1028-25

Director/Commissioner: Conrad/Ford

Search in Menu

LFUCG Budget Amendment Request Form

New Window | Help | Personalize Pag

Requester: Zawistowski,Marcie **Date:** 10/21/2025 **Status:** Pending Approval **Amend Nbr:** 13969

***Business Unit:** LFUCG ***Journal Date:** 10/21/2025 ***Budget Period:** 2026 **Bid:** ☐ **Admin Review:** ☐

Personnel, Operating & Capital Accounts

Personalize | Find | View 3 | First 1-7 of 7 Last

	Fund	Dept	Section	Account	Description	Amount	Division	Department	Journal ID
1	3300	707604	7321	75101	Operating Supplies and Expense	5,000.00	053967	CFORD	
2	3300	707604	7321	71299	Prof Svc - Other	25,000.00	053967	CFORD	
3	3300	707604	7321	75102	Food And Household Items	1,000.00	053967	CFORD	
4	3300	707604	7321	63313	Part Time - Non-CERS	2,322.00	053967	CFORD	
5	3300	707604	7321	63624	Medicare Expense	33.00	053967	CFORD	
6	3300	707604	7321	63621	FICA	144.00	053967	CFORD	
7	3300	707604	7321	63622	Unemployment Insurance	1.00	053967	CFORD	

Revenue Accounts

Personalize | Find | View All | First 1 of 1 Last

	Fund	Dept	Section	Account	Description	Amount	Division	Department	Journal ID
1	3300	707604	7321	46750	Grant Revenue - Other	33,500.00	053967	CFORD	

Project/Grant Revenue

Personalize | Find | View All | First 1 of 1 Last

Fund	Dept ID (WF)	Section	Account	Bud Ref	PC Bus Unit	Project	Activity	Amount	Division	Department	Journal ID

Project/Grant Expenditures

Personalize | Find | View All | First 1 of 1 Last

Fund	Dept ID (WF)	Section	Account	Bud Ref	PC Bus Unit	Project	Activity	Amount	Division	Department	Journal ID

Comments:

To establish budget for Town Branch Commons Programming (BGCF_TBCPG_2026).

Net Amend Amt: 0.00

BLUE GRASS COMMUNITY FOUNDATION

GRANT AGREEMENT

To acknowledge this agreement, to accept the grant and to receive funds, return a signed copy of this Grant Agreement.

Funding Partner:	Lexington Fayette Urban County Government 200 E. Main Street Lexington, KY 40507
Amount:	$33,500
Purpose:	Funds are to be used exclusively to support programming along Town Branch Commons as outlined in attached proposal
Grant Period:	September 1, 2025 – August 31, 2026

Funding Partner Agrees:

1. All grants are made in accordance with current and applicable laws and pursuant to the Internal Revenue Code, as amended, and the regulations issued thereunder.

2. Funding Partner agrees that grant funds are to be used exclusively to support the above stated grant purpose.

3. Because Organization is not recognized by the Internal Revenue Services as a public charity in sections 501(c)(3) and 509(a)(1) of the Internal Revenue Code of 1986 as amended, Funding Partner agrees to keep all grants funds segregated continuously in a separate fund dedicated to the purposes of the grant, and no part of this grant may be used for Funding Partner's general operating purposes.

4. This grant is an "expenditure responsibility grant" within the meaning of section 4945(h) of the Code. Thus, Blue Grass Community Foundation must (1) see that the grant is spent solely for the purposes it is made; (2) obtain full and complete reports from the Funding Partner on how funds are spent; and (3) make full and detailed reports with respect to such expenditures to the Internal Revenue Service. By accepting this grant, Funding Partner agrees to cooperate fully with Blue Grass Community Foundation to assure that BGCF is able to satisfy all of the requirements of an "expenditure responsibility" grant in accordance with section 4945(h) of the Code and the regulations thereunder.

5. Funding Partner agrees that grant funds are prohibited from being used to influence legislation.

6. Funding Partner agrees not to assign, or otherwise transfer, your rights or delegate any of your obligations under the grant without prior written approval from Blue Grass Community Foundation.

7. Funding Partner agrees to keep record of all receipts and expenditures relating to this grant and to provide Blue Grass Community Foundation with a written report

summarizing the project at the end of the grant period. The Funding Partner's report should fully describe the activities and impact of the grant project, as well as include a detailed accounting of the uses or expenditure of all grant funds.

8. Funding Partner agrees to provide any other information reasonably requested by Blue Grass Community Foundation.

9. Funding Partner is required to keep the financial records with respect to this grant, along with copies of any reports submitted to Blue Grass Community Foundation, for at least four years following the year in which all grant funds are fully expended.

10. Funding Partner agrees that Blue Grass Community Foundation reserves the right to discontinue, modify or withhold any payments to be made under this grant award or to require a total or partial refund of any grant funds if, in BGCF's sole discretion, such action is necessary: (1) because Funding Partner has not fully complied with the terms and conditions of this grant; (2) to protect the purpose and objectives of the grant or any other charitable activities of BGCF; or (3) to comply with the requirements of any law or regulation applicable to the Funding Partner, BGCF, or this grant.

11. Funding Partner agrees to return any unexpended grant monies to Blue Grass Community Foundation at the end of the grant period.

12. Funding Partner agrees that any grants that it awards from the grant funds are subject to all of the above stated rules.

13. In all public communications and promotion, Funding Partner agrees to acknowledge **Blue Grass Community Foundation (in name and logo), as well as the Knight Donor Advised Fund.**

14. The undersigned certify that they are duly elected and authorized as officer of the Funding Partner and that, as such, is authorized to accept this grant on behalf of the Funding Partner, to obligate the Funding Partner to observe all of the terms and conditions placed on this grant, and in connection with this grant to make, execute and deliver on behalf of the Funding Partner all grant agreements, representations, receipts, reports and other instruments of every kind.

_____	_____
(Signature, Authorized Representative of LFUCG)	(Signature, Authorized Representative of BGCF)
_____	Lisa Adkins, President/CEO
(Print or Type Name and Title)	(Print or Type Name and Title)
_____	Blue Grass Community Foundation
(Organization)	(Organization)
_____	8.22.2025
(Date)	(Date)

BGCF-Town Branch Commons Grant Proposal				
Lexington Parks and Recreation, August 18, 2025				
Location	**Activity Description**	**Possible Partners**	**Potential Date(s)**	**Estimated Cost**
Town Branch Commons	Three Volunteer Engagement Events with merchandise branded with Lexington Parks and Recreation and the Knight Foundation. Include supplies, training, entertainment, incentives, and refreshment for participants.	Businesses, Nonprofit Organizations, Neighborhood Groups	Spring-Summer-Fall	$ 5,000.00
Town Branch Commons	Different "Art Stops" for a walk day or a series over the season along the path where there is enough space to gather. Activities would include instructor -led nature painting, a busker/concert, a dramatic performance, and/or dance or movement lessons.	Local musicians, artists, and dancers	National Trails Day, first Saturday of June, and other days in the Spring and Fall	$ 2,000.00
Charles Young Park, Northeastern Park, Phoenix Park	LPR's Summer Playground Days mobile recreation opportunity aimed at youth and families.		Once monthly May-August	
Isaac Murphy Memorial Art Garden	Support expansion of existing From the Front Porch jazz concert series with additional dates, expanded food and entertainment options.	Phoenix Rising Lex, local and regional jazz performers, food and beverage trucks	Select Saturdays June-September	$ 2,000.00
Northeastern Park, Phoenix Park	LPR's Nature in Your Neighborhood mobile program focused on connecting with nature and learning about the environment.		Once Monthly June and July	$ 1,000.00
Charles Young Park	Support expansion of the existing East End Evenings R&B, Soul, Funk and Dance Music concert series with additional dates, expanded food and entertainment options.	Local and regional acts, food and beverage trucks	Select Saturdays July-September	$ 2,000.00
Phoenix Park	LPR's Friday after 5 @ Phoenix (Similar to Thursday Night live, happy hour food, beverages, and entertainment)	Local and regional acts, food and beverage trucks	Once monthly May-September on off weeks from programming at Tandy Park	$ 6,300.00
Phoenix Park	Saturday Brunch (breakfast food trucks, light entertainment, artists and vendors/art cart artists, local orgs offering youth activities)	Local and regional acts, artists, food and beverage trucks	Once monthly June-August	$ 5,500.00
Henry A. Tandy Centennial Park	LPR's Outdoor Thriller Parade rehearsals with refreshments		October	$ 1,000.00
Town Branch Commons near parks where there is enough room to gather	Community art days to paint and create outdoors	Local community art groups serving youth, families and adults	Monthly, Spring-Fall	$ 4,600.00
Charles Young Park, Northeastern Park, Phoenix Park, Henry A. Tandy Centennial Park, Triangle Park	Night Market with vendors, food and beverage trucks, and light entertainment	KY Pop-ups	Monthly, May-September	$ 5,000.00
Total				**$ 34,400.00**

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 1029-25

File ID:	1029-25	**Type:**	Agenda Item	**Status:**	Agenda Ready
Version:	2	**Contract #:**		**In Control:**	Grants and Special Programs
				File Created:	10/21/2025
File Name:	Request Council authorization to execute Change Order No. 1 (Final) to the agreement with Tribute Contracting & Consultants, LLC for the Blenheim Way Sewer Replacement project, decreasing the contract price by the sum of $140,380.57 from $999,451.00 to $8			**Final Action:**	

Title: Authorization to execute Change Order No. 1 (Final) to the agreement with Tribute Contracting & Consultants, LLC (Reso 595-2024) for the Blenheim Way Sewer Replacement project, decreasing the contract price by the sum of $140,380.57 from $999,451.00 to $859,070.43 to delete bid items that were not necessary to complete the project. (L1029-25)(Martin/Albright)

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	26 - Blue Sheet Memo Blenheim Way Change Order No. 1, Change Order 1-Final-Blenheim, 13 Blenheim Trunk Site Map, Resolution 595-2024	**Enactment Number:**	
Deed #:		**Hearing Date:**	
Drafter:	Katrina James	**Effective Date:**	

History of Legislative File

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

Text of Legislative File 1029-25

Title

Authorization to execute Change Order No. 1 (Final) to the agreement with Tribute Contracting & Consultants, LLC (Reso 595-2024) for the Blenheim Way Sewer Replacement project, decreasing the contract price by the sum of $140,380.57 from $999,451.00 to $859,070.43 to delete bid items that were not necessary to complete the project. (L1029-25)(Martin/Albright)

Summary

Authorization to execute Change Order No. 1 (Final) to the agreement with Tribute

Contracting & Consultants, LLC (Reso 595-2024) for the Blenheim Way Sewer Replacement project, decreasing the contract price by the sum of $140,380.57 from $999,451.00 to $859,070.43 to delete bid items that were not necessary to complete the project. (L1029-25)(Martin/Albright)

Budgetary Implications: NO

Advance Document Review:

Law: N/A

Risk Management: N/A

Fully Budgeted N/A

Account Number: 3230-303408-3466-92811

This Fiscal Year Impact: -$140,380.57

Annual Impact: $0

Project: BWTRUNK_2024

Activity: FED_GRANT

Budget Reference: 2024

Current Balance:

MAYOR LINDA GORTON

LEXINGTON

THERESA REYNOLDS
DIRECTOR
GRANTS & SPECIAL PROGRAMS

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

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

DATE: **OCTOBER 17, 2025**

SUBJECT: **Change Order No. 1 (Final) – Blenheim Way Sewer Replacement**
Contract No. 345-2024

Request: Council authorization to execute Change Order No. 1 (Final) to the agreement with Tribute Contracting & Consultants, LLC for the Blenheim Way Sewer Replacement project, decreasing the contract price by the sum of $140,380.57 from $999,451.00 to $859,070.43.00.

Purpose of Request: On November 21, 2024 (Resolution 595-2024), Council authorized to execute an agreement with Tribute Contracting in the amount of $999,451.00 for the Blenheim Trunk Sewer Project. The Division of Water Quality requests authorization to execute Change Order No. 1 to decrease contract from $999,451.00 to $859,070.43.00 to delete bid items that were not necessary to complete the project.

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

The cost for this FY is: N/A
The cost for future FY is: N/A

Are the funds budgeted? N/A

File Number: 1029-25

Director/Commissioner: Martin/Albright

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT CONTRACT CHANGE ORDER Page 1 of 2	Date:	September 22, 2025	
	Project:	Blenheim Way Sewer Replacment	
	Location:		
To: Tribute Contracting & Consultants, LLC 2125 County Rd 1 South Point, OH 45680	Contract No.	345-2024	
	Original Contract Amt.	$999,451.00	
	Cumulative Amount of Previous Change Orders	$0.00	
	Percent Change - Previous Change Orders		0.00%
	Total Contract Amount Prior to this Change Order	$999,451.00	
	Change Order No.	1 Final	

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	Bid Item 15: 6' x 6' Concrete Apron for Manhole	$1,800.00	
2	Bid Item 26: Portland Cement Concrete Paving:Private Parking Lots / Driveways / Aprons, Extra as directed by Engineer	$2,000.00	
3	Bid Item 27: Seeding, Temporary, Extra as directed by Engineer	$300.00	
4	Bid Item 28: Site Restoration, Method A, Extra as directed by Engineer	$1,000.00	
5	Bid Item 30: Site Restoration, Method C, Extra as directed by Engineer	$300.00	
6	Bid Item 32: Dense Graded Aggregate - DGA, Extra as directed by the Engineer	$750.00	
7	Bid Item 33: No. 9 Crushed Stone, Extra as directed by the Engineer	$750.00	
8	Bid Item 34: No. 57 Crushed Stone, Extra as directed by the Engineer	$750.00	
9	Bid Item 35: No. 2 Crushed Stone, Extra as directed by the Engineer	$750.00	
10	Bid Item 43: Miscellaneous Site Improvements	$131,980.57	
	Total decrease	$140,380.57	
	Total increase		$0.00
	Net Amount of this Change Order	($140,380.57)	
	New Contract Amount Including this Change Order	$859,070.43	
	Percent Change - This Change Order		-14.05%
	Percent Change - All Change Orders		-14.05%

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

Recommended by_____(Proj. Engr.) Date_____

Accepted by_____ (Contractor) Date_____

Approved by_____ (RMP Manager) Date_____

Approved by_____(WQ Director) Date_____

JUSTIFICATION FOR CHANGE	PROJECT: Blenheim Way Sewer Replacement
	CONTRACT NO. 345-2024
	CHANGE ORDER: 1 Final

1. Necessity: Adjustment in contract amount due to final adjustment of installed quantities.

2. Is proposed change an alternate bid? ___Yes __X__No

3. Will proposed change alter the physical size of the project? ___Yes _X__No

   If "Yes", explain.

4. Effect of this change on other prime contractors: N/A

5. Has consent of surety been obtained? ___Yes __X_Not Necessary

6. Will this change affect expiration or extent of insurance coverage? ___Yes _X_No

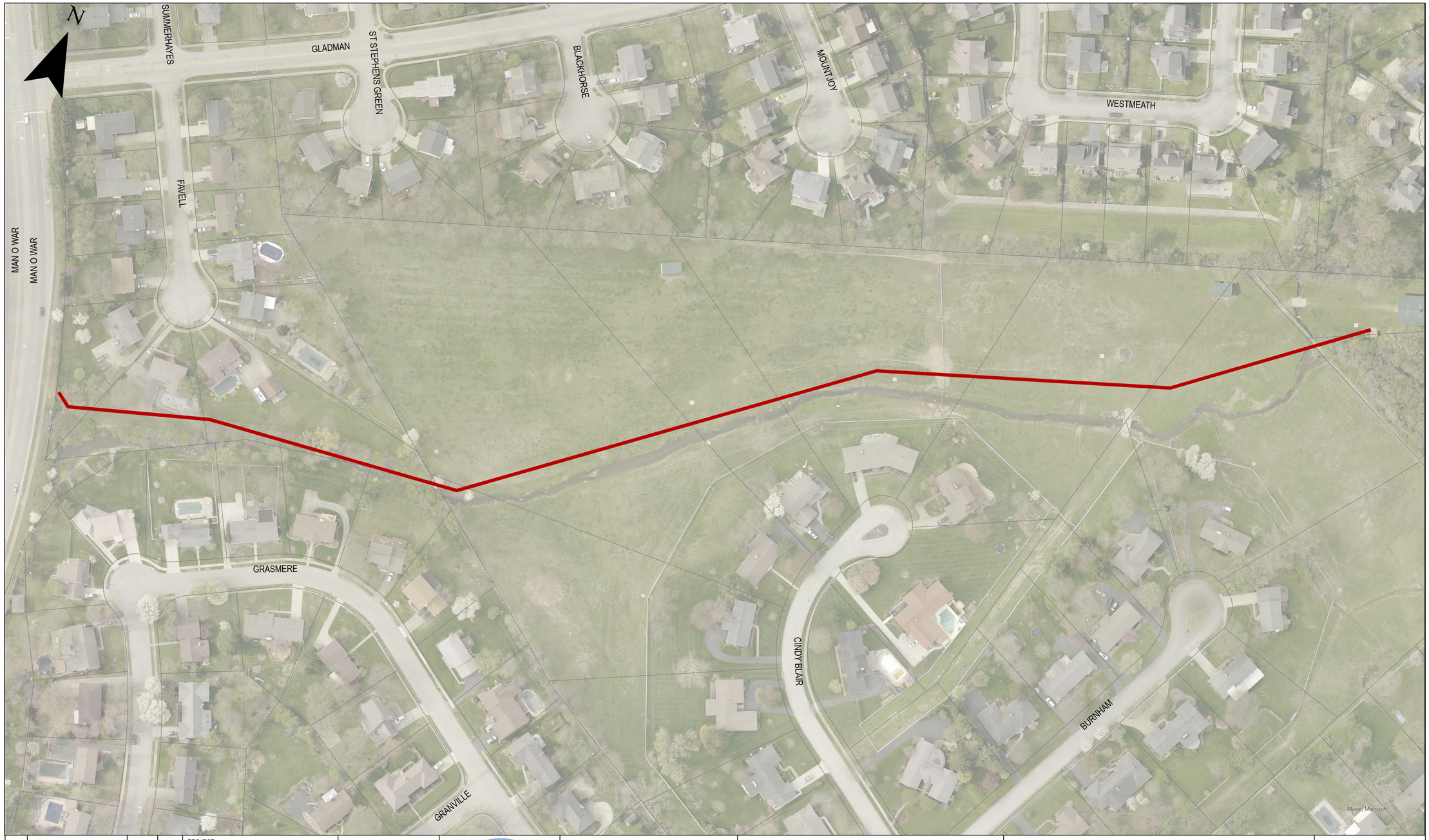
   If "Yes", will the policies be extended? ___Yes ___No

7. Effect on operation and maintenance costs: N/A

8. Effect on contract completion date: N/A

_____ _____

Mayor Date



Path: C:\proj\tmp\wr\wolf_run\wolf_run.aprx

REV	ISSUED FOR	DATE	BY

PROJECT ENGINEER:	KURT ZEHNDER
DESIGNED BY:	KURT ZEHNDER
DRAWN BY:	EVAN FIELDS
CHECKED BY:	BOB PETERSON

IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO FULL SCALE — 0 1/2" 1"

LEGEND

Blenheim Alignment

Parcels

SCALE: 1"= 75'

Hazen

HAZEN AND SAWYER
230 LEXINGTON GREEN CIRCLE
LEXINGTON, KY 40503

BLENHEIM TRUNK

AREA MAP

LFUCG
DIVISION OF WATER QUALITY

DATE:	02/12/2024
HAZEN NO.:	50005-353
CONTRACT NO.:	X
DRAWING NUMBER:	BLENHEIM TRUNK

RESOLUTION NO. 595 - 2024

A RESOLUTION ACCEPTING THE BID OF TRIBUTE CONTRACTING, IN THE AMOUNT OF $999,451.00 FOR THE BLENHEIM TRUNK SEWER PROJECT, FOR THE DIVISION OF WATER QUALITY, AND AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT WITH TRIBUTE CONTRACTING, RELATED TO THE BID.

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

Section 1 – That the bid of Tribute Contracting, in the amount of $999,451.00, for the Blenheim Trunk Sewer Project, for the Division of Water Quality, be and hereby is accepted and approved as to the specifications and amounts set forth in the terms of the bid and Agreement, which are attached hereto and incorporated herein by reference, and the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to enter into the attached agreement with Tribute Contracting, related to the bid.

Section 2 – That an amount, not to exceed the sum of $999,451.00, be and hereby is approved for payment to Tribute Contracting from account #3230-303408-92811, pursuant to the terms of the bid and Agreement.

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

PASSED URBAN COUNTY COUNCIL: November 21, 2024

Linda Gorton

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

1167-24:TAH:4875-1209-0106, v. 1

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 1031-25

File ID:	1031-25	**Type:**	Agenda Item	**Status:**	Agenda Ready
Version:	1	**Contract #:**		**In Control:**	Water Quality
				File Created:	10/22/2025
File Name:	1000 Delaware, LLC. Incentive Grant			**Final Action:**	

Title: Authorization to approve a FY26 (Class B Infrastructure) Stormwater Quality Projects Incentive Grant for 1000 Delaware, LLC., in the amount of $231,984.38 for a feasibility study that identified landscape and stormwater BMPs to address water quality issues. Funds are budgeted. (L1031-25) (Martin/Albright)

Notes: RIO 10/23/2025. MS

Sponsors:		**Enactment Date:**	
Attachments:	Blue Sheet Memo, FY26 Class BI - 1000 Delaware - Council Map full, FY26 Class BI 1000 Delaware, LLC_GAA and Att. A_Grantee signature	**Enactment Number:**	
Deed #:		**Hearing Date:**	
Drafter:	Christina King/ Frank Mabson	**Effective Date:**	

History of Legislative File

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

Text of Legislative File 1031-25

Title

Authorization to approve a FY26 (Class B Infrastructure) Stormwater Quality Projects Incentive Grant for 1000 Delaware, LLC., in the amount of $231,984.38 for a feasibility study that identified landscape and stormwater BMPs to address water quality issues. Funds are budgeted. (L1031-25)(Martin/Albright)

Summary

Authorization to approve a FY26 (Class B Infrastructure) Stormwater Quality Projects Incentive Grant for 1000 Delaware, LLC., in the amount of $231,984.38 for a feasibility study that identified landscape and stormwater BMPs to address water quality issues. Funds are budgeted. (L1031-25)(Martin/Albright)
Budgetary Implications [select]: Yes
Advance Document Review:

Law: Yes. Todd Henning 10/22/25

Risk Management: No

Fully Budgeted [select]: Yes

Account Number: 4052-303204-3373-78112

This Fiscal Year Impact: $231,984.38

Annual Impact: $

Project: WQINCENTIVE_26

Activity: WQ_GRANT

Budget Reference:

Current Balance: $2,735,403.63

MAYOR LINDA GORTON

LEXINGTON

CHARLES H. MARTIN, P.E.
DIRECTOR
WATER QUALITY

TO: Mayor Linda Gorton
Urban County Council

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

DATE: October 21, 2025

SUBJECT: Recommendation for an FY26 (Class B Infrastructure) Stormwater Quality Projects Incentive Grant for 1000 Delaware, LLC

Request

The purpose of this memorandum is to request approval of a FY26 (Class B Infrastructure) Stormwater Quality Projects Incentive Grant for 1000 Delaware, LLC., in the amount of $231,984.38.

Purpose of Request

Grant funds will implement recommendations from the FY25 1000 Delaware, LLC - Feasibility Study Grant that identified landscape and stormwater BMPs to address water quality issues using criteria like the Sustainable SITES Initiative, LEED Rating System, and other comprehensive rating systems for sustainable landscapes. The project elements include permeable pavers (approx. 1,500 sqft), a rainwater harvesting system, tree wells at plaza and along the street frontage, 40% increased tree canopy coverage (approx.. 15,850 sqft), and removal of impervious surface (approx. 19,600 sqft). The project also has a Stormwater Education and Outreach to educate visitors and the public engagement.

Project Cost in FY26 and in Future Budget Years

The grant has been approved for FY 2026 funding by the Water Quality Fees Board in the amount of $231,984.38.

Are Funds Budgeted

Funds are budgeted in: 4052 – 303204 – 3373 – 78112 – WQINCENTIVE_26 – WQ_GRANT

Martin/Albright

Stormwater Quality Projects Incentive Grant Program



1000 Delaware, LLC

GRANT AWARD AGREEMENT

Fiscal Year 2026 Class B Infrastructure Incentive Grant Program

THIS AGREEMENT, made and entered into on the _____ day of _____, 20___, by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (LFUCG)**, an urban county government of the Commonwealth of Kentucky, pursuant to KRS Chapter 67A (hereinafter "Government"), on behalf of its Division of Water Quality, and **1000 DELAWARE LLC, 357 PRESTON AVENUE, LEXINGTON, KENTUCKY 40502** (hereinafter "Grantee" and "Property Owner").

W I T N E S S E T H:

WHEREAS, the Grantee is a documented fee-payer of the Government's Water Quality Management Fee; and

WHEREAS, the Grantee has proposed a need for the funds requested to develop and implement a proposed project by submitting a valid grant application; and

WHEREAS, the Grantee's grant application has been reviewed and selected for funding by the Water Quality Fees Board in accordance with Sections 16-408 and 16-410 of the Government's Code of Ordinances; and

WHEREAS, the Government has funds available through the Stormwater Quality Projects Incentive Grant Program to assist the qualified Grantee in the development and implementation of projects that meet the goals of the program; and

WHEREAS, the Grantee desires to implement a specific project that meets one or more Incentive Grant program goals to improve water quality, reduce stormwater runoff, and provide public or private education related to stormwater quality; and

WHEREAS, any such improvements funded by the Government shall benefit the public through installed improvements and/or educational programming;

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

(1) The Government hereby grants the Grantee the sum of **$231,984.38** (hereinafter "the Grant"), for use in implementing the project elements as listed in Attachment A which is incorporated herein by reference as if fully set out herein. The Grantee agrees to cost share the Grant with contributions, labor, and/or other services equal to or greater than 20% of the total project cost.

(2) The Grantee agrees to use the Grant only for the activities set forth in Attachment A which includes installation of stormwater control infrastructure at the following site location(s): **1000 DELAWARE AVENUE, LEXINGTON, KENTUCKY 40502** currently owned by the Property Owner.

(3) The Grantee agrees to meet all design standards specified in the Government's Engineering Manuals or as further described in Attachment A in the design of all Grant-funded improvements. This includes all associated activities including but not limited to erosion and sediment control, traffic control, utility relocations, seeding, etc. The Grantee further agrees to design the facilities in such a way as not to preclude the potential for future water quality / quantity monitoring by LFUCG.

(4) The Grantee agrees to comply with all applicable local, state, and federal rules, regulations, ordinances, and laws in implementation of the project.

(5) The Grantee agrees to obtain all necessary local, state, and federal permits, encroachments, permissions, approvals, etc. in a timely manner and prior to start of construction.

(6) The Grantee agrees to perform periodic reporting as detailed in Paragraph (7) herein below, and produce a Project Final Report within thirty (30) calendar days of the completion of the project elements in digital and hard copy following a standardized format to be provided by the Government summarizing all work completed and detailing the total grant expenditures. Other deliverables include the following:

(a) At the end of the Feasibility Phase (if applicable), the following five deliverables, sealed by a professional licensed to perform such work in accordance with Kentucky Revised Statutes (KRS), shall be provided:
- Feasibility report evaluating the use of the potential BMP(s) on the proposed site;
- Conceptual design concept;
- Detailed cost estimate for design;
- Conceptual cost estimate for construction;
- Letter certifying all BMPs proposed for design as viable and feasible for the specific site and application.

(b) At the end of the Design Phase or prior to the start of the Construction Phase, the following six deliverables, sealed by a professional licensed to perform such work in accordance with Kentucky Revised Statutes (KRS), shall be provided:
- Set of all final design calculations;
- Set of final construction plans, including traffic control, erosion and sediment control, grading plans, etc.;
- Set of final specifications and bidding documents (if applicable);
- Final detailed engineer's construction cost estimate including quantities;
- All required permit submittals and approvals;
- Inspection, Operation, and Maintenance Plan laying out the plan for regular inspection and maintenance of each proposed facility for design performance and safety in accordance with manufacturer's specifications and the Government's Stormwater Manual.

(c) At the end of the Construction Phase, the following five deliverables shall be provided:
- Summary of final construction costs and quantities;
- Copies of all federal, state, and local permits obtained for the project;
- Record Drawing showing all field changes, and signed and sealed by the professional of record certifying the project as shown meets all original design intent;
- Photo documentation of site conditions and improvements before, during, and after construction;
- Signed *Agreement to Maintain Stormwater Control Facilities Funded by an LFUCG Class B Infrastructure Stormwater Quality Projects Incentive Grant.*

(7) The Grant to the Grantee shall be disbursed in the following manner:

(a) The Grantee shall submit at least once every three (3) months, if not specified otherwise in Attachment A, a Request for Funds to the Government's Grant Manager designated by the Director of the Division of Water Quality for the project. Each Request for Funds shall include documentation that the Grantee has already expended the requested funds or shall be in a position to expend properly the requested funds within thirty (30) days of receipt of the funds. The Request for Funds shall include full accounting of these eligible grant-related expenses, as listed in Attachment A. Copies of invoices, purchase orders, or receipts showing vendor, date, amount, and items purchased or ordered shall be provided with the Request for Funds. For project specific personnel costs and stipends, documentation of all billed hours shall include copies of employee timesheets, hourly payroll rate, and description of work performed for hours billed. Each Request for Funds shall include a minimum of 10% cost share.

(b) Each Request for Funds shall be accompanied by a Project Status Report describing the progress of the project to date, including a description and schedule of all activities completed, and hardcopy or electronic copies of materials (*e.g.*, calculations, preliminary plans, etc.) completed to date. For educational events (if applicable), copies of the class rosters or sign-in sheets documenting the number of attendees shall be provided.

(c) The Government's Grant Manager shall review each Request for Funds and supporting documents for compliance with the terms of this Agreement and the guidelines of the Stormwater Quality Projects Incentive Grant Program. If the Grant Manager finds the Grantee's Request for Funds is in compliance with the terms of this Agreement and the guidelines of the Stormwater Quality Projects Incentive Grant Program and that the activity progress and management program of the Grantee satisfy the terms of the grant award, he or she shall approve the Request for Funds within 15 calendar days of receipt and then forward it to the Division of Accounting for payment.

(d) The Government shall release payment of the final 10% of the Grant only after receipt and acceptance of the Project Final Report. The Government's Grant Manager shall review the Project Final Report and provide comments to the Grantee or, if acceptable, forward approval within 15 calendar days of receipt to the Division of Accounting for payment.

(e) Should the Government's Incentive Grant Program Administrator determine that the Grantee is not in compliance with the terms of this Agreement and/or the Stormwater Quality Projects Incentive Grant Program, including deficiencies in progress and management of the project, the Division of Water Quality shall notify the Grantee, the Mayor's Office, and the appropriate district Council person, and shall meet with the Grantee on matters that prevent approval of the Request for Funds. Failure to resolve any such matters to the satisfaction of the Government may lead to termination of the Agreement for cause pursuant to Paragraph (21) herein below.

(8) The Grantee agrees to obtain written approval from the Government's Grant Manager or Program Administrator for any proposed changes to the Project Team or Project Plan as listed in Attachment A prior to implementing the changes. Failure to gain written approval prior to making changes may lead to termination of the Agreement for cause pursuant to Paragraph (21) herein below.

(9) The Grantee agrees to complete the project phase(s) (*i.e.*, Design and/or Construction) outlined herein within **24** months from the date of this Agreement. The Grantee shall obtain written approval from the Government's Grant Manager and Program Administrator for any time extensions beyond the schedule. Failure to obtain written approval prior to making changes may lead to termination of the Agreement for cause pursuant to Paragraph (21) herein below.

(10) This Agreement may not be modified except by written agreement of the Government and the Grantee.

(11) The Grantee understands that the Grant amount shown herein in Paragraph (1) is a not-to-exceed amount, and any additional funding needed to complete the project elements listed in Attachment A is the responsibility of the Grantee. If it becomes apparent to the Grantee or the Government that the Grantee will be unable to complete the project either in the manner or for the amount described in this Agreement, then the Grantee must immediately notify the Government's Grant Manager and Program Administrator by providing a complete and detailed written explanation of its inability to comply with the terms of the Agreement. The Grantee must further provide the Government's Grant Manager and Program Administrator with a complete and detailed written explanation of any proposed changes, and the reasons for those changes.

(12) The Grantee asserts that it is in full compliance with all applicable provisions of the Lexington-Fayette Urban County Government's Code of Ordinances Chapter 5 – Buildings and Building Regulations, Chapter 7 – Finance and Taxation, Chapter 12 – Housing, and Chapter 16 – Sewage, Garbage, Refuse, and Weeds, or in compliance with Kentucky Department

of Housing Buildings and Construction rules and requirements as is appropriate for those state institutions, parcels, or buildings which are subject to state regulations and oversight as opposed to local ordinances and regulations. If the Grantee becomes out of compliance with any of these provisions, it will notify the Government's Grant Manager and Program Administrator immediately. Failure to notify the Government and resolve any such matters to the satisfaction of the Government may lead to termination of the Agreement for cause pursuant to Paragraph (21) herein below.

(13) The Grantee agrees to allow the Government access to its property to perform monitoring of the project elements for compliance with this Agreement, as provided in the *"Agreement to Maintain Stormwater Control Facilities Funded by an LFUCG Class B Infrastructure Stormwater Quality Projects Incentive Grant"* (Attachment B).

(14) In any advertisement of the project funded by the Grant, whether written or oral communications, the Grantee agrees to identify the Lexington-Fayette Urban County Government as the source of the above referenced funds; the Grantee shall not specifically identify any individual or elected official as being responsible for the funds donated by the Government.

(15) The Grantee agrees to allow the Government to publicize the Grantee's project through the Government's website and other media.

(16) The Grantee agrees to reference the Lexington-Fayette Urban County Government's Water Quality Management Fee and the Stormwater Quality Projects Incentive Grant Program as a source of funding for the project on any permanent signage or educational brochures, presentations, websites, etc. produced using grant monies.

(17) The Grantee agrees that the Government is authorized to erect and maintain permanent signage at the location of any permanent capital infrastructure, referencing the Water Quality Management Fee and the Stormwater Quality Projects Incentive Grant Program as a source of funding for such permanent capital infrastructure. In the event that permanent signage is installed by the Government, such signage shall not be removed except upon written approval by the Government. Provided, however, that nothing herein shall require the installation of signage by the Government nor prohibit the Government from removing any signage so installed.

(18) The Grantee and Property Owner agree that all stormwater control facilities, including equipment and infrastructure, constructed and funded by a Construction Grant through the Stormwater Quality Projects Incentive Grant Program shall remain in service and maintained by the Grantee or its representatives following the Inspection, Operation, and Maintenance Plan developed for each facility referenced in (6b) above. The Property Owner further accepts and agrees to enter into the "*Agreement to Maintain Stormwater Control Facilities Funded by an LFUCG Class B Infrastructure Stormwater Quality Projects Incentive Grant*" attached hereto as Attachment B and which is incorporated herein by reference as if fully set out herein.

(19) The Grantee and Property Owner agree that all stormwater control facilities, including equipment and infrastructure, constructed and funded by this Grant shall remain the property of the current Property Owner, or his successors and assigns, unless otherwise specified in Attachments A and B.

(20) The Grantee and Property Owner understand that if any of the Grant-funded facilities not owned by the Government are removed from service, the property owner of record at the time of removal shall be liable to reimburse the Government for 100% of the Remaining Value of the facility or portion removed, based upon the depreciation schedule provided in Attachment B.

(21) If, through any cause, the Grantee or Property Owner shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if the Grantee or Property Owner shall violate any of the covenants, agreements, or stipulations of this Agreement, the Government shall provide the Grantee or Property Owner thirty (30) calendar days to address the deficiency or violation. If the Grantee or Property Owner does not, after the

thirty (30) days, come into compliance with this Agreement, the Government shall thereupon have the right to terminate this Agreement by giving written notice to the Grantee of such termination and specifying the effective date thereof, at least five (5) calendar days before the effective date of such termination. In that event, all finished or unfinished documents, receipts, and reports prepared by the Grantee shall, at the option of the Government, become its property and the Grantee shall immediately repay to the Government all monies received pursuant to this Agreement less any amount representing just and equitable compensation for the Government's share of any satisfactory work completed pursuant to the Agreement; provided, however, that for any project involving the construction of capital infrastructure, other than feasibility only projects, the Government's share of any satisfactory work completed shall not include feasibility or design costs.

(22) The Grantee shall provide equal opportunity in employment as required by applicable federal, state, and local laws, regulations, and ordinances.

(23) The Grantee is solely responsible for assuring that adequate and appropriate insurance or other necessary coverage is maintained during the term of this Agreement.

(24) The Grantee's sole remedy for a breach of this Agreement by the Government shall be limited to the amount of the Grant.

(25) The Government assumes no responsibility whatsoever in the Grantee's project activities. Grantee and Property Owner shall, to the extent allowed by law, defend, indemnify, and hold harmless Government from and against all liability, claims, losses, actions, costs, expenses, obligations, fines, and assessments of whatever kind, including defense costs and attorney's fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, in whole or in part, from or by Grantee's or Property Owner's or its contractor(s), agents, or assigns, negligent acts or misconduct, or errors or omissions, in connection with the activities carried out pursuant to this Agreement, the Grant award, or the Stormwater Quality Projects Incentive Grant Program.

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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

BY: _____

LINDA GORTON, MAYOR

ATTEST:

_____

CLERK, URBAN COUNTY COUNCIL

GRANTEE ORGANIZATION & PROPERTY OWNER:

1000 DELAWARE LLC
357 PRESTON AVENUE
LEXINGTON, KENTUCKY 40502

BY: Wm Hanr

NAME: William Hanrahan

TITLE: Owner - 1000 Delaware LLC

The foregoing Agreement was subscribed, sworn to and acknowledged before me by William Hanrahan, as the duly authorized representative for and on behalf of 1000 Delaware LLC, on this the 2nd day of October, 2025

My commission expires: 10/17/2026.

NOTARY PUBLIC

KRISTOPHER LAWRENCE BROWN
Notary Public
Commonwealth of Kentucky
Commission Number KYNP60726
My Commission Expires Oct 17, 2026

ATTACHMENT A
to the GRANT AWARD AGREEMENT
between Lexington-Fayette Urban County Government (LFUCG) and
1000 Delaware, LLC

GRANT PROGRAM — **2026 Stormwater Quality Projects Incentive Grant Program**
Class B Infrastructure Projects

- Funded through the LFUCG Water Quality Management Fee
- Administered by the LFUCG Division of Water Quality in the Department of Environmental Quality & Public Works

PROJECT TEAM AND CONTACT INFORMATION

Grantee Organization:
1000 Delaware LLC WH
357 Preston Avenue
Lexington, KY 40502
KY Organization #1309459

Primary Project Contact:
Will Hanrahan WH
859-948-9494 (phone)
will@1000delaware.com (email)

Project Manager:
Sarah Hui Hanrahan
502-489-1800 (phone)
sarah.hanrahan12@gmail.com (email)

Project Site Location & Property Owner:
1000 Delaware, LLC
1000 Delaware Avenue
Lexington, KY 40505
PVA #46278575

Design Professional Firm:
Earthcycle Design, LLC
3168 Arrowhead Drive
Lexington, KY 40503
859-221-9067 (phone)
Scott Southall, PLA (Landscape Architect) (Professional of Record)
bsouthall@ecdsite.com (email)

PROJECT PLAN ELEMENTS

All improvements shall be located on the property at 1000 Delaware Avenue, Lexington, Kentucky 40505, PVA #46278575 owned by 1000 Delaware, LLC. No other property or right-of-way shall be disturbed without the written permission from the property owners.

This grant request implements items identified in the FY25 1000 Delaware, LLC - Feasibility Study Grant that identified landscape and stormwater BMPs to address water quality issues using criteria like the Sustainable SITES Initiative, LEED Rating System, and other comprehensive rating systems for sustainable landscapes.

Project Elements:

1. *Permeable pavers* to be installed at the pedestrian plaza (approximately 1,550 square feet).
2. *Rainwater Harvesting System* for use at the community garden.
3. *Tree Wells* to be installed at the plaza and along the street frontage.
4. *Tree Canopy* coverage to be increased by 40% on the site (approximately 18,850 square feet).
5. *Impervious area removal* (approximately 19,600 square feet) .
6. *Stormwater Education* – develop and install four (4) permanent signs educating the visitors and the public on the benefits of stormwater management.

DESIGN

No grant-funded activities shall occur until the LFUCG Grant Manager gives Notice to Proceed, in writing, for the start of the design phase of the project.
Design tasks will include meetings, survey, engineering design, permit submittals to the applicable local, state, and federal agencies, bidding, and construction.

Design shall also account for the following stipulations:

1) Submittals for stream permits (401 / 404) shall be completed as early as possible in the design process to inform the Design Engineer of alternatives that can be permitted without triggering state or federal mitigation requirements (if required).

2) The Design Engineer shall meet with the LFUCG Grant Manager for at least three meetings during the design phase:

   i) Prior to the start of design
   ii) At the completion of approximately 50% design
   iii) At the 95% completion of the design documents

   The Design Engineer shall provide a copy of the preliminary plans, calculations, and specifications (if available) representing 50% and 95% completion. These submittals shall be used to assist LFUCG staff in understanding the project components and allow for feedback to ensure the Government's funds shall be utilized for sustainable and effective infrastructure.

3) All existing utilities shall be located and shown on the design plans.

4) All existing easements, adjacent property lines, and rights-of-way shall be shown on the design plans. If any work is proposed to occur within any easement (*i.e.*, utility, etc.), whether public or private, the Organization shall obtain all necessary encroachment agreements from the authorized agencies prior to the start of construction.

5) Any work proposed within or on public right-of-way, easement, or LFUCG-owned property will require one or more permits or approvals. This includes installation permits for connection into any existing curb inlet or stormwater manhole located within public right-of-way. Please contact the appropriate staff:

Parks and Recreation, Chris Cooperrider – ccooperrider@lexingtonky.gov
Environmental Services (greenways), Ben Cornett – jcornett@lexingtonky.gov
Environmental Services (trees), Heather Wilson – hwilson@lexingtonky.gov
Engineering (right-of-way), John Cassel – jcassel@lexingtonky.gov
Engineering (new development), Hillard Newman – hnewman@lexingtonky.gov
Sanitary Sewers, Chris Dent – cdent@lexingtonky.gov
Stormwater, Mark Sanders– msanders@lexingtonky.gov

6) All federal, state, and local permits, approvals, and agreements required for construction of the proposed improvements shall be obtained prior to the start of construction. If the timing of construction is such that a permit may expire before construction can be completed, then the Organization shall coordinate with the LFUCG Grant Manager and permitting agencies on appropriate timing for permit submittals. The Organization is fully responsible to determine which approvals, permits, and encroachments are required for the project.

7) Erosion and sediment control and traffic control measures shall be designed to meet all standards and follow guidelines in the LFUCG Engineering Manuals, and shall be shown on the design plans with appropriate notes.

CONSTRUCTION

Facilities shall be constructed per the design plans and specifications. Construction of the proposed facilities shall also meet the following stipulations:

No construction shall occur until written approval from all affected property owners is provided to the LFUCG Grant Manager.

1) Construction shall not begin until all permits, approvals, agreements, etc. are obtained and copies provided to the LFUCG Grant Manager.

2) All existing utilities shall be contacted, located, and coordinated with prior to any work being performed.

3) The Erosion and Sediment Control Plan shall be provided to LFUCG for review and comment. The LFUCG Land Disturbance Permit shall be obtained by the contractor after placement of the ESC and traffic control measures.

4) Failure to place acceptable erosion and sediment control measures into service prior to start of construction will result in shut-down of the job site until the measures are put in place. Construction practices shall be put in place to prevent the illicit discharge of sediment, dirt, sand, fluids, trash, and any other pollutant into the Municipal Separate Storm Sewer System or Waters of the Commonwealth.

5) The Organization shall host a pre-construction meeting with all parties. The LFUCG Grant Manager shall be invited to this meeting and given three (3) business days notice.

6) The Organization is responsible to provide all construction oversight, administration, and daily inspection. LFUCG shall not provide these services.

7) The Organization shall document construction by taking before, during, and after photographs.

8) Once construction is complete, a final punch-list inspection shall be performed. The LFUCG Grant Manager shall be invited to this inspection and given five (5) business days notice. If punch-list items are identified, a second inspection shall be performed once those items are resolved, and the LFUCG Grant Manager shall be invited to this inspection and given three (3) business days notice.

9) The Organization agrees to enter into the *Agreement to Maintain Stormwater Control Facilities Funded by an LFUCG Class A Stormwater Quality Projects Incentive Grant* included as Attachment B of the Grant Award Agreement within twenty-one (21) calendar days of the final (post punch-list) inspection. This Agreement may be recorded by LFUCG at the Fayette County Clerk's office.

REPORTING REQUIREMENTS

1) Prior to construction, the Organization shall provide the LFUCG Grant Manager with three (3) hard copies and one (1) digital copy each of the following deliverables, each sealed by a professional licensed to perform such work in accordance with Kentucky Revised Statutes (KRS):
   - Set of all final design calculations
   - Set of final construction plans, including erosion and sediment control plans, grading plans, etc. (including one "half-size" set)
   - Set of final specifications and bidding documents (if applicable)
   - Final detailed engineer's construction cost estimate including quantities, and/or bid(s)
   - All local, state, or federal permits, approvals, public or private encroachment agreements, etc. received to date for the project
   - Inspection, Operation, and Maintenance (IOM) Plan laying out the plan for regular inspection and maintenance of each proposed facility for design performance and safety in accordance with manufacturer's specifications and LFUCG's Stormwater Manual
   - Existing condition photographs

2) The Organization shall allow LFUCG twenty-one (21) calendar days to review the submittals and provide comments. If revised submittals are required, the Organization shall allow LFUCG ten (10) calendar days for review per submittal. LFUCG may choose to have a third party engineering consultant assist LFUCG in review of these submittals.

3) If the project is competitively bid, the selected contractor's unit price contract / bid list shall be provided to the LFUCG Grant Manager prior to the start of construction.

4) If the project is not competitively bid, the selected contractor's unit price contract shall be provided to the LFUCG Grant Manager prior to the start of construction, along with a justification for any deviations from the engineer's construction cost estimate.

5) **The construction phase shall begin only after the LFUCG Grant Manager gives Notice to Proceed, in writing, for the start of the construction phase of the project.**

6) If, during construction, the contractor requests a deviation or addition to the quantities or costs in the construction contract, the LFUCG Grant Manager shall be notified within two (2) business days. Additions or modifications to the project that are not directly related to the intended and correct function of the stormwater control project elements as described in the Project Elements listed above and in the original incentive grant application are not eligible for Grant reimbursement. Therefore, the Organization is advised that it should coordinate closely with the LFUCG Grant Manager during construction to ensure the work being performed is in compliance with this Agreement. **Note that per the Grant Award Agreement all overruns that result in the project costs exceeding the Grant amount are the responsibility of the Organization.**

7) After construction is completed, the Project Final Report shall include digital and hard copies of the following:

   - Summary of final construction costs and quantities
   - Copies of all federal, state, and local permits obtained for the project (if not previously provided) and any permit closure documents
   - Three (3) copies of a Record Drawing showing all field changes, and signed and sealed by the professional of record certifying the project as shown meets all original design intent
   - Copies of final inspection minutes, punch-lists, etc.
   - Photo documentation of site conditions and improvements before, during, and after construction
   - Signed *Agreement to Maintain Stormwater Control Facilities Funded by an LFUCG Class B Infrastructure Stormwater Quality Projects Incentive Grant* (Note: This form will be provided by LFUCG after construction is completed and final costs determined.)
   - Any materials generated, including those for educational purposes

8) LFUCG shall make final payment of the 10% retainer after acceptance of the Project Final Report.

9) All attachments to Requests for Funds & Project Status Reports shall reference the associated line Table 2 – Eligible Expenses.

PERMANENT FACILITIES / INFRASTRUCTURE

Ownership: The proposed facilities are expected to reside on private property in Fayette County and be owned by the Property Owner.

Future Inspection and Maintenance: The Organization (and/or Property Owner) agrees to sign and abide by the terms of the *Maintenance Agreement for Stormwater Control Facilities Funded by an LFUCG Class B Infrastructure Stormwater Quality Projects Incentive Grant* included as Attachment B to the Grant Award Agreement. The property owner is solely responsible for future maintenance of the grant-funded improvements as long as the improvements are in service.

Monitoring by LFUCG: The Organization agrees to allow LFUCG staff future access to any property on which work is performed to monitor the installed features for compliance with this Agreement during the grant period. After the grant period has ended, the Organization (and/or Property Owner) agrees to allow LFUCG access for monitoring per the terms of the Maintenance Agreement. Water quality sampling via grab samples or other methods may be employed by LFUCG staff as part of its Kentucky Pollutant Discharge Elimination System (KPDES) MS4 Phase 1 Permit.

EQUIPMENT

Any equipment purchased with the Grant shall remain the property of the Organization.

ADDITIONAL GRANT STIPULATIONS

Note the following additional stipulations related to this project:

1) Applicant shall obtain written approval/agreement prior to work being done on properties not owned by the Applicant.

2) Applicant shall verify the need and ensure all permits are received (*e.g.*, State, Local, and Federal) prior to any work.

3) Sidewalks must conform to LFUCG Code of Ordinances Chapter 17, Article III requirements and LFUCG Standard Drawings.

4) Work in the right-of-way must conform to Chapter 17C of the LFUCG Code of Ordinances and adhere to the LFUCG Standard Drawings.

5) In accordance with the LFUCG Stormwater Manual Chapter 10, permeable pavement and bio-infiltration swales shall be located at least 10 feet from existing and proposed buildings and sanitary sewer lines. If known sanitary sewer or basement infiltration problems exist, a greater distance shall be used.

6) If an underdrain is not proposed, applicant to provide soil infiltration test results in accordance with LFUCG Stormwater Manual Chapter 10.3.3.

7) Encroachment agreements shall be obtained when working within any private utility areas.

   Tree plantings shall be coordinated with existing utilities prior to plantings, and if possible, trees shall not be planted within 10' of an existing utility.

8) Tree removal and planting activities shall be reviewed and approved by Division of Environmental Services Urban Forester and/or Arborist prior to any tree removal or planting activities.

9) Because of modifications to the parking areas, the applicant will need to work with LFUCG Division of Planning to verify the regulatory requirements.

10) An Inspection, Operations, and Maintenance (IOM) Plan shall be provided at the conclusion of the project.

11) Both electronic and hard copies of all materials intended for the workshop are to be provided to LFUCG, for its use, as part of the grant deliverables.

12) Work in the right-of-way must conform to Chapter 17C of the LFUCG Code of Ordinances and adhere to the LFUCG Standard Drawings.

13) Since the project involves work in the right of way, Applicant shall obtain a ROW (surety) Bond with LFUCG to ensure contractors follow applicable regulations and guidelines pertaining to the project.

14) Permanent signage designs are to be approved by the Grant Manager or Administrator prior to production.

15) Organization proposes a larger cost share beyond that required by the grant program. Budget shall reflect the 21.5% cost share offered in the application (approximately $63,637.50).

GRANT PERIOD & PROJECT SCHEDULE

The grant period starts on the date of execution by the Mayor and extends for the time period as listed in the Grant Award Agreement. Any time extensions must be approved in writing by the LFUCG Grant Manager. The project schedule shown in Table 1 is preliminary. Proposed changes to the project which alter this schedule significantly shall be discussed with the LFUCG Grant Manager prior to implementation.

TABLE 1 – PRELIMINARY PROJECT SCHEDULE

Activity	Anticipated Date(s)
Notice to Proceed	February 2026
Kick-off	March 2026
Construction	April 2026 – June 2026
Project Closeout / Final Report to LFUCG	September 2027– November 2027

PROJECT BUDGET – GRANT ELIGIBLE EXPENSES

The project budget is broken into the following components based upon the Organization's grant application:

1. Grant Management and Design Costs: **$ 32,200.00**
2. Construction Phase with 10% contingency: **$ 263,421.88**

TOTAL PROJECT COSTS:	**$ 295,621.88**

The total project cost estimate and breakdown of grant to cost share is as follows:

Total Grant Share	$ 231,984.38 (not-to-exceed)
Estimated Cost Share	$ 63,637.50
Est. Total Project Cost	**$ 295,621.88**

Table 2 lists the eligible expenses for this project. Only properly invoiced items shall be reimbursed with grant monies or counted toward the Organization's cost share.

Any work performed on this project prior to grant award by the Urban County Council and Notice to Proceed from the LFUCG Grant Administrator is NOT an eligible expense and shall not be reimbursed or counted toward the cost share.

Construction cost items given in Table 2 are conceptual and the construction estimate will be revised and submitted to the LFUCG Grant Manager for review prior to construction and again once bids are received. **The Grant is a not-to-exceed amount, and any cost overruns are the responsibility of the Grantee**. Note that the Grant shall not be used to fund any project element that is required by local, state, or federal regulation in relation to any new development or redevelopment associated with the stormwater quality improvement project as described herein. Donated professional service hours shall be valued at the Median Hourly Wage for the service provided as published by the U.S. Department of Labor, Bureau of Labor Statistics, State Occupational Employment and Wage Estimates for Kentucky (current website: http://www.bls.gov/oes/current/oes_ky.htm).

TABLE 2 – ELIGIBLE EXPENSES

Line No.	Type of Expense	Participants	Item	Unit Price		Quantity	Funded by Organization	Funded by Grant	Total Expense
1	**Project Element: Grant Management**								
2	Professional Service Hours	ECD	Grant Management	$ 175.00	per hour	76	$ 13,300.00	$ -	$ 13,300.00
3	**Project Element: Design**								
4	Professional Service Hours	ECD	Construction Adminstration	$ 175.00	per hour	60	$ 10,500.00	$ -	$ 10,500.00
5	Professional Service Hours	ECD	Construction Observation & Project Closeout	$ 175.00	per hour	48	$ 8,400.00	$ -	$ 8,400.00
6	**Construction**								
7	Construction	Contractor	General Conditions	$ 7,500.00	LS	1.0	$ 7,500.00	$ -	$ 7,500.00
8	Construction	Contractor	Erosion & Sediment Control Measures	$ 3,000.00	LS	1.0	$ -	$ 3,000.00	$ 3,000.00
9	Construction	Contractor	Construction Staking	$ 3,000.00	LS	1.0	$ -	$ 3,000.00	$ 3,000.00
10	Construction (Demolition)	Contractor	Demolition - Excavation at Tree Wells & Permeable Pavers	$ 32.50	CY	100.0	$ -	$ 3,250.00	$ 3,250.00
11	Construction (Improvements - Materials)	Contractor	Materials - 4.5" Sidewalk Concrete - drain to water quality	$ 9.50	SF	3,800.0	$ -	$ 36,100.00	$ 36,100.00
12	Construction (Improvements)	Contractor	Materials - DGA	$ 35.00	TN	75.0	$ 2,625.00	$ -	$ 2,625.00
13	Construction (Improvements)	Contractor	Materials - Permeable Concrete Pavers	$ 13.75	SF	1,550.0	$ 21,312.50	$ -	$ 21,312.50
14	Construction (Improvements)	Contractor	Materials - #9 stone (1")	$ 35.00	TN	25.0		$ 875.00	$ 875.00
15	Construction (Improvements)	Contractor	Materials - #57 stone (6")	$ 35.00	TN	45.0	$ -	$ 1,575.00	$ 1,575.00
16	Construction (Improvements)	Contractor	Materials - #3 stone (18")	$ 35.00	TN	135.0	$ -	$ 4,725.00	$ 4,725.00
17	Construction (Improvements)	Contractor	Materials -Geomembrane Liner	$ 25.00	SY	300.0	$ -	$ 7,500.00	$ 7,500.00
18	Construction (Improvements)	Contractor	Materials - 6" N-12 HOPE Pipe	$ 45.00	LF	250.0	$ -	$ 11,250.00	$ 11,250.00
19	Construction (Improvements)	Contractor	Viewing well / cleanout	$ 550.00	EA	3.0	$ -	$ 1,650.00	$ 1,650.00
20	Construction (Improvements)	Contractor	Tree Wells / Tree Grates	$ 2,250.00	EA	6.0	$ -	$ 13,500.00	$ 13,500.00
21	Construction (Improvements)	Contractor	Rainwater Harvesting System (2000 gals.)	$ 68,500.00	LS	1.0	$ -	$ 68,500.00	$ 68,500.00
22	Construction (Improvements)	Contractor	Rainwater Hydrant & Supply line	$ 5,500.00	LS	1.0	$ -	$ 5,500.00	$ 5,500.00
23	Construction (Improvements)	Contractor	Topsoil / Soil Amendment	$ 25.00	CU	500.0	$ -	$ 12,500.00	$ 12,500.00
23	Construction (Improvements)	Contractor	Landscape Planting / Canopy Trees (25)	$ 1.00	LS	17,500.0	$ -	$ 17,500.00	$ 17,500.00
24	Construction (Improvements)	Contractor	Educational Signage (4)	$ 1.00	LS	3,000.0	$ -	$ 3,000.00	$ 3,000.00
25	**Other (Miscellaneous) Costs**								
26	Other (Miscellaneous) Costs	Contractor	Mobilization & Demobilization (5%)	$ 12,853.13	LS	1.0	$ -	$ 12,853.13	$ 12,853.13
27	Other (Miscellaneous) Costs	Project Manager	Contingency (10%)	$ 25,706.25	LS	1.0	$ -	$ 25,706.25	$ 25,706.25
28						***TOTAL PROJECT BUDGET:***	**$ 63,637.50**	**$ 231,984.38**	**$ 295,621.88**
29							**ORGANIZATION SHARE**	**GRANT SHARE**	
30			**COST SHARE % =**		**21.53%**				
31			**MUST BE > 20%**				**21.5%**	**78.5%**	
32	* Note: Organization share must be 20% of total project costs.								

FIGURE 1 – MAP OF PROJECT AREA (FROM PVA)



Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 1032-25

File ID:	1032-25	**Type:**	Agenda Item	**Status:**	Agenda Ready
Version:	1	**Contract #:**		**In Control:**	Environmental Quality
				File Created:	10/22/2025
File Name:	Letter Of Intent (LOI) Social Impact Solar (SIS)			**Final Action:**	

Title: Authorization to sign a Non-Binding Letter of Intent (LOI) with Social Impact Solar LLC (“SIS”), a Kentucky limited liability company and a platform entity of Edelen Strategic Ventures LLC to begin negotiating the development, construction, and operation of a solar photovoltaic project located on the Haley Pike Landfill. No budgetary impact. (L1032-25) (Dugas/Albright)

Notes: RIO 10/31/2025. MS

Sponsors:		**Enactment Date:**	
Attachments:	BlueSheetMemo-LOI, LFUCG_SIS_Haley_Pike_LOI_SIS LLC signed_10-21-2025	**Enactment Number:**	
Deed #:		**Hearing Date:**	
Drafter:		**Effective Date:**	

History of Legislative File

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

Text of Legislative File 1032-25

Title

Authorization to sign a Non-Binding Letter of Intent (LOI) with Social Impact Solar LLC (“SIS”), a Kentucky limited liability company and a platform entity of Edelen Strategic Ventures LLC to begin negotiating the development, construction, and operation of a solar photovoltaic project located on the Haley Pike Landfill. No budgetary impact. (L1032-25) (Dugas/Albright)

Summary

Authorization to sign a Non-Binding Letter of Intent (LOI) with Social Impact Solar LLC (“SIS”), a Kentucky limited liability company and a platform entity of Edelen Strategic Ventures LLC to begin negotiating the development, construction, and operation of a solar

photovoltaic project located on the Haley Pike Landfill. No budgetary impact. (L1032-25)
(Dugas/Albright)
Budgetary Implications [select]: NO
Advance Document Review:

Law: { Yes, Completed by [E. Thompson, 10/20]}

Risk Management: {No}

Fully Budgeted [select]: N/A
Account Number:
This Fiscal Year Impact: $0
Annual Impact: 0 $
Project:
Activity:
Budget Reference:
Current Balance:

MAYOR LINDA GORTON

LEXINGTON

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

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

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

DATE: **October 22, 2025**

SUBJECT: Letter of Intent (LOI) with Social Impact Solar (SIS)

Request: Council authorization to have the Mayor on behalf of LFUCG sign a Non-Binding Letter of Intent (LOI) with Social Impact Solar LLC ("SIS"), a Kentucky limited liability company and a platform entity of Edelen Strategic Ventures LLC to begin negotiating the development, construction, and operation of a solar photovoltaic project located on the Haley Pike Landfill.

Purpose of Request: This Non-Binding Letter of Intent ("LOI") sets forth the parties' mutual intent and process for negotiating and drafting definitive agreements for the development, construction, and operation of a solar photovoltaic project located on the Haley Pike Landfill (the "Project"). This LOI authorizes SIS to proceed with customary due diligence activities and to coordinate with LFUCG to evaluate Project feasibility. The letter will allow SIS Authorization and limited Access to Haley Pike Landfill to conduct Due Diligence activities. Additionally, SIS may initiate non-binding contact and coordination with external agencies such as the Public Service Commission and Kentucky Division of Waste Management to facilitate future filings with these and other agencies. The One Big Beautiful Bill Act (OBBBA) accelerated timelines associated with renewable energy projects Investment Tax Credits necessitating the need for SIS to conduct preliminary coordination and activities simultaneously with negotiations.

What is the cost in this budget year and future budget years? No Budget Impact in the current or future fiscal years.

Are the funds budgeted? N/A

Legal Review: Yes, E. Thompson 10/20

File Number:

Director/Commissioner: Dugas/Albright

LETTER OF INTENT

Haley Pike Landfill Solar Energy Project – RFP-35-2025

Date: October 21, 2025

Between:

- Lexington-Fayette Urban County Government ("LFUCG"), a consolidated local government under the laws of the Commonwealth of Kentucky; and
- Social Impact Solar LLC ("SIS"), a Kentucky limited liability company and a platform entity of Edelen Strategic Ventures LLC.

Subject: Non-binding letter of intent authorizing SIS to proceed with due diligence and to negotiate definitive agreements with LFUCG for a solar energy project at the Haley Pike Landfill (re/ RFP-35-2025).

1. Purpose. This Letter of Intent ("LOI") sets forth the parties' mutual intent and process for negotiating and drafting definitive agreements for the development, construction, and operation of a solar photovoltaic project located on the Haley Pike Landfill (the "Project"). This LOI authorizes SIS to proceed with customary due diligence activities and to coordinate with LFUCG to evaluate Project feasibility. Except for the binding provisions expressly stated below, this LOI is non-binding and for discussion purposes only.

2. Due Diligence Authorization & Access. LFUCG will permit SIS and its consultants, upon reasonable prior notice and during normal hours, to access the landfill site and relevant LFUCG records for the purpose of conducting non-invasive due diligence. Due diligence may include but is not limited to: (a) site walks and surveys; (b) reviews of environmental conditions and closure/post-closure obligations; (c) landfill cap integrity and geotechnical evaluations; (d) interconnection, electrical, and civil engineering assessments; (e) permitting pathways and zoning/land-use reviews; (f) evaluation of vegetation management practices appropriate for capped landfills; and (g) a more comprehensive due diligence checklist including, but not limited to, the items listed in Exhibit A. Any physically invasive studies (e.g., borings) will require LFUCG's prior written consent and coordination with applicable regulators. Any access shall be conditioned upon SIS's compliance with any and all safety requirements set by LFUCG, in its sole discretion, or by relevant state or federal law.

3. Coordination with Agencies & Stakeholders. The parties will reasonably cooperate to identify applicable permitting and approvals, including those administered by the Kentucky Division of Waste Management and other agencies, and to coordinate with LFUCG divisions (e.g., Environmental Services, Sustainability). The parties acknowledge that landfill-sited solar is novel in certain respects and agency processes may evolve during the Project.

4. Exclusivity. For a period of 180 days from the date of this LOI (the "Exclusivity Period"), LFUCG agrees to negotiate in good faith exclusively with SIS regarding the Project and will not solicit or entertain proposals from third parties for a materially similar project on the Haley Pike Landfill, unless this LOI is earlier terminated as provided herein.

5. Milestones & Target Timeline. The parties intend to work expeditiously toward: (a) defining Project configuration and interconnection strategy; (b) establishing lease or license terms; (c) confirming vegetation management and operations practices suitable for capped landfills; (d) outlining a Community Benefits Plan outside of lease economics; and (e) addressing decommissioning approach. Preliminary commercial operation timing will be refined by the parties during diligence, with the parties collaborating in good faith to align on regulatory and procurement milestones. The Parties shall work together to prepare a mutually acceptable development plan (as it may be revised from time to time with the approval of both Parties, the "***Development Plan***"). An example of some of the elements of such a development plan is detailed in Exhibit B.

The parties intend to work toward designing the Milestones and Target Timeline so that that the project is Safe Harbored under the IRS Code. The parties understand that for a project to be Safe Harbored, it must "begin construction" by the IRS rules (when significant physical work begins) by July 5, 2026 and must make continuous progress toward completion once construction begins. If a project is properly Safe Harbored, the IRS provides a 4-year continuity safe harbor which allows the project to qualify for Investment Tax Credits even if rules later change. If the project is not properly Safe Harbored it must be placed in service no later than December 31, 2027 to qualify for the Investment Tax Credits. The parties understand that the Project is not economically viable without receipt of the Investment Tax Credits.

6. Definitive Agreements. Subject to due diligence results, the parties anticipate negotiating one or more agreements, which may include: a site lease or license, an option (if needed), an access agreement, and associated exhibits (e.g., site plan, O&M/vegetation standards, decommissioning summary), and any applicable power marketing, REC, or offtake arrangements. Nothing in this LOI requires either party to execute any definitive agreement unless and until approved in accordance with their respective governance processes.

7. Community Benefits Plan. The parties will collaborate on a Community Benefits Plan to be memorialized outside of the lease terms, which may address environmental education, workforce development, and other community-facing programs consistent with LFUCG priorities.

8. Environmental Compliance & Vegetation Management. All activities will maintain compliance with applicable environmental laws and landfill post-closure requirements. Vegetation management will be designed to protect the landfill cap (e.g., avoiding woody vegetation and root intrusion) and to minimize soil disturbance consistent with best practices for ballasted solar installations. An environmental consultant with Kentucky landfill experience may be engaged by SIS, in coordination with LFUCG, at SIS's expense.

9. Decommissioning Framework. Definitive agreements will include a decommissioning framework requiring removal of above-grade equipment at end-of-term, with further detail subject to negotiation and subject to detailed engineering during the definitive agreement phase.

10. Fees, Charges, and Assessments. Potential fees and assessments (including any Water Quality Management Fee (WQMF) applicability will be evaluated during diligence and addressed in the definitive agreements, recognizing that such fees may be restricted or earmarked for landfill-related purposes under local policy. SIS acknowledges that fees and assessments set by ordinance or law are not negotiable in any future definitive agreements.

11. Renewable Energy Certificates (RECs). The parties acknowledge that REC ownership and potential rights of first refusal may be considered during commercial structuring, with final terms to be set forth in definitive agreements and in alignment with offtake arrangements.

12. Costs. Each party will bear its own costs and expenses in connection with this LOI and the contemplated transactions. LFUCG shall bear no expense or cost related to SIS's activities under this LOI, including, without limitation, its due diligence activities, such as those provided in Exhibit A.

13. Confidentiality. Except as required by law (including open records obligations) or for regulatory filings, neither party will issue public statements about the Project or disclose confidential information received from the other party without prior written consent. The parties understand that this LOI and discussions regarding same in duly held public meetings are public, and thus not confidential, pursuant to Kentucky law.

14. Insurance & Indemnity (Summary). SIS will maintain commercially reasonable insurance customary for landfill-sited solar development and construction. Definitive agreements will contain customary indemnities and hold harmless provisions, including for contractor activities during diligence, construction, and operations, subject to Kentucky law and limitations therein. Each person or entity that enters the landfill site pursuant to this LOI shall maintain (i) Commercial General Liability including products and completed operations coverage, premises liability, personal injury (employees' exclusion deleted) $1,000,000 per occurrence, $2,000,000 aggregate; Bodily Injury and Property Damage, $2,000,000 annual aggregate, with coverage written on an "occurrence" basis; (ii) Comprehensive Automobile Liability including owned, non-owned and hired vehicles coverage, $1,000,000 per occurrence Bodily Injury and Property Damage Liability (Combined Single Limit); (iii) Professional Liability ("Errors and Omissions") Insurance in the amount of $1,000,000 per occurrence, $2,000,000 annual aggregate; (iv) Worker's Compensation meeting statutory limits required by applicable Workers' Compensation Law for liability arising under any other applicable Act or governmental enactment for the protection of employees, and (v) Employer's Liability $1,000,000 each coverage for Employer's Liability Insurance. All policies shall name LFUCG and its agents, employees, and officers as additional insureds, insuring against any injury or damage to persons or property that may result from or be related to such entry and testing, all in such forms as are acceptable to LFUCG and underwritten by an insurance company satisfactory to LFUCG and with an A.M. Best Company rating of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide. A certificate or other evidence of such insurance is to be provided to LFUCG before SIS's or any SIS's Consultant's first entry onto the Property. LFUCG may require additional insurance coverage as it, in its sole discretion, deems necessary before any entry under this LOI. SIS SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS LFUCG AND LFUCG'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AFFILIATES, REPRESENTATIVES, CONSULTANTS, ACCOUNTANTS, CONTRACTORS, AND ATTORNEYS OR OTHER

ADVISORS, AND ANY SUCCESSORS OR ASSIGNS OF THE FOREGOING, FROM AND AGAINST ANY AND ALL LOSSES, COSTS, DAMAGES, LIENS, CLAIMS, LIABILITIES, OR EXPENSES (INCLUDING, WITHOUT LIMITATION, COSTS AND REASONABLE ATTORNEYS' FEES), SUFFERED OR INCURRED BY LFUCG OR ANY INDEMNIFIED PARTY ARISING OUT OF, IN CONNECTION WITH, OR RELATED TO ANY ACTIVITY CONDUCTED BY SIS OR SIS'S CONSULTANTS IN CONNECTION WITH THIS LOI, EXCEPT TO THE EXTENT SUCH LOSSES, COSTS, DAMAGES, LIENS, CLAIMS, LIABILITIES, OR EXPENSES ARE CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY INDEMNIFIED PARTY.

15. Non-Binding; Binding Provisions. Notwithstanding the use of mandatory language throughout, this LOI reflects the parties' current intentions and is non-binding, except for Sections 4 (Exclusivity), 12 (Costs), 13 (Confidentiality, subject to law), 14, 16 (Governing Law), 17 (No Commitment/Approvals), and 19, which are binding upon execution.

16. Governing Law; Venue. This LOI will be governed by the laws of the Commonwealth of Kentucky, without regard to conflicts of law principles. Venue will lie in the state courts located in Fayette County, Kentucky.

17. No Commitment; Approvals. This LOI does not obligate either party to proceed with the Project or to execute any definitive agreement. Any binding commitments are subject to satisfactory diligence, negotiation of mutually acceptable terms, and all required approvals, including approvals of LFUCG and any other governmental body with jurisdiction.

18. Term; Termination. This LOI becomes effective on the last date signed below and remains in effect until the earlier of: (a) execution of definitive agreements; (b) mutual written termination; or (c) expiration of the Exclusivity Period (as may be amended by mutual written agreement). Either party may terminate this LOI upon written notice if material diligence reveals conditions that render the Project infeasible or unlawful.

19. Notices. Notices under this LOI will be in writing and delivered by electronic mail and one of the following: nationally recognized overnight courier or certified mail, return receipt requested, to the addresses and contacts designated by each party below.

Primary Contacts:

For Lexington-Fayette Urban County Government (LFUCG):

Name: _____
Title: _____

Email: _____

Phone: _____

For Social Impact Solar LLC:
Name: Adam Edelen

Title: Manager

Email: adam@edelenrenewables.com

Phone: 859-977-6267

Acknowledged and Agreed (non-binding, except as stated):

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (LFUCG)	**SOCIAL IMPACT SOLAR LLC**
By: _____	By: _____
Name: _____	Name: Adam Edelen
Title: _____	Title: Manager
Date: _____	Date: 10/21/2025
Address: _____	Address: 175 E. Main St., Suite 300
_____	Lexington, KY 40507

Please sign and return a counterpart of this LOI to indicate acceptance of the binding provisions (per Section 15) and authorization to proceed with diligence and negotiations.

Reference: RFP-35-2025 (Haley Pike Landfill Solar Energy Project)

Exhibit A

Additional Due Diligence

- Determining that the Premises may be used and occupied for the following purposes: the developing, constructing, placing, owning, operating, maintaining, reconstructing, replacing, rebuilding, upgrading, removing, testing, surveying, inspecting, modifying and/or repairing a solar and/or battery energy storage system ("Solar + BESS") and system foundations, poles, towers, inverters, transformers, integrators, all electrical lines and conduits required to receive and transmit electrical energy and such additional utility lines, electricity distribution and transmission lines, cables, conduits, transformers, wires, meters, monitoring equipment, and other necessary and convenient equipment and appurtenances common to such a facility.
- Determining and obtaining necessary non-exclusive appurtenant easements for access to the Premises and to construct, maintain, reconstruct, and/or repair a road and/or pedestrian access on, over, across and through the Premises and/or any contiguous or adjacent land or other property owned by Landlord or Landlord's affiliate;
- Determining and obtaining necessary non-exclusive appurtenant transmission easements constructing, placing, operating, maintaining, reconstructing, replacing, rebuilding, upgrading, removing, inspecting, modifying and/or repairing aboveground electrical transmission or distribution lines and a line or line of poles or towers for the transmission and distribution of electrical energy;
- Determining and obtaining necessary temporary easements for (A) storage and staging of tools, materials and equipment; (B) construction laydown; (C) parking of construction crew vehicles and temporary construction trailers, (D) vehicular and pedestrian access and access for rigging and material handling; and (E) construction or installation of other facilities reasonably necessary to construct, erect, install, expand, modify or remove the Project; and
- A preliminary ALTA survey of the Premises satisfying SIS's survey requirements. Said survey shall be updated by SIS before execution of the Ground Lease.
- Obtaining any third-party reports required by SIS or SIS's potential financing sources,
- Updating the Phase I environmental site assessment or, if a Phase I environmental site assessment has not been prepared, conducting a Phase I environmental site assessment, prepared in accordance with the current standards promulgated by ASTM International.
- Obtaining a geotechnical report, pile load test and report, and any additional subsurface engineering reports required to obtain construction for the Project and safely construct and operate the Project.
- Obtaining any other studies, reports, assessments, and certifications relating to the Project's impact on the environment (NEPA, wetlands, cultural and historical).

- Obtaining any boring, geotechnical, engineering, architectural, environmental, topographical, percolation and soil studies or tests, interconnection studies, and any other studies or tests reasonably necessary or appropriate in connection with evaluating the suitability of the Premises.
- Obtaining the necessary interconnection agreement;
    - Interconnection studies, reports, or assessments from the applicable transmission service provider, setting forth: (1) all requirements and conditions to interconnect the Project with applicable transmission or distribution systems, (2) the costs to engineer, install, and construct any interconnection facility and equipment upgrades necessary to interconnect the Project with the applicable transmission service provider's system, (3) engineering and construction timelines and service schedules, and (4) the exact location of the point of interconnection for the Project, as well as the location of all interconnection facility and equipment upgrades necessary to Interconnect the Project with the applicable transmission service provider's system;
    - Any utility approvals;
- Using commercially reasonable efforts to procure and obtain for the Project any available environmental attribute awards or grants, renewable energy certificate awards or grants, or any other incentive applicable to the Project.
- Securing power purchase agreements or customer offtake agreements, with credit-worthy off takers
- Procuring and obtaining for the Project, as applicable, one or more real and personal property and special district or special assessment tax exemptions, payment-in-lieu-of-tax agreements, tax abatement agreements, host or community benefit agreements, or similar agreements or arrangements from each applicable governmental authority or taxing jurisdiction to exempt, abate, or mitigate taxes applicable to the Project.
- Obtaining any other reasonable information or financial information requested by SIS, SIS's potential financing sources, accountants, and attorneys;
- Preparing and approving, to the satisfaction of the Parties, a Development Plan.

Exhibit B

Elements of Development Plan

The Development Plan shall include:

- A predevelopment budget and timeline to satisfy all requirements needed to issue the Notice to Proceed.
- All of the required local, state, tribal, and federal governmental permits and approvals for the construction and operation of the Project, including any permits, licenses, zoning / land use approvals, tribal authority approvals, and environmental or other regulatory approvals.
- A preliminary permit schedule and estimated timeline. The permit schedule and timeline shall be revised on the basis of design report issued during the pre-development phase and the final permit schedule and timeline shall be set forth in the Development Plan.
- A list of the third-party reports, engineering reports and information, environmental reports and information, soil tests, interconnect studies, studies, test, and inspections that will be prerequisite to close the third-party financing. The third-party reports may include, but are not limited to, an ESA Phase I, an archeological review (cultural and historical), a threatened and endangered species review, a wetlands study, a NEPA, a geotechnical study, an ALTA survey, a topographical survey, a boundary survey, an interconnection feasibility study, an interconnection system impact study, an interconnection facilities study, a solar generation impact study and any other studies, reports, assessments and certification relating to the Project.
- A matrix which specifies the roles and responsibilities of the Parties.
- The timing for the application and filing for any grants.
- A financial model which forecasts the expected revenues and expenses of the Project (the "***Development Budget***"). The Development Budget will also include pricing assumptions for power purchase agreement negotiations with the ultimate off takers.
- The Parties' strategies for obtaining customer offtake agreements, other green energy contracts, REC Contracts, power purchase agreements, customer offtake agreement, interconnect agreements and any other comparable agreements related to the Project.
- The Parties' strategies for tax abatements, sales tax exemptions, and proposed PILOT agreements.

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 1035-25

File ID:	1035-25	**Type:**	Agenda Item	**Status:**	Agenda Ready
Version:	1	**Contract #:**		**In Control:**	Traffic Engineering
				File Created:	10/24/2025
File Name:	Norfolk Southern Railroad - Quiet Zone			**Final Action:**	

Title: Authorization to approve an agreement with Norfolk Southern Railroad for Preliminary Engineering Services to proceed with the design phase for safety measures at five at-grade railroad crossings in Fayette County. These crossings were previously assessed under the earlier agreement, R-361-2023, with safety recommendations from the diagnostic team. The cost for this phase is not to exceed $30,000. Funds are budgeted. (L1035-25)(Neal/Albright)

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	BS Memo - Quiet Zone - NSR (Phase two).pdf, 20250330 DRAFT PE Agreement CX1115112 - Lexington KY.pdf	**Enactment Number:**	
Deed #:		**Hearing Date:**	
Drafter:	Felicia Arms	**Effective Date:**	

History of Legislative File

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

Text of Legislative File 1035-25

Title

Authorization to approve an agreement with Norfolk Southern Railroad for Preliminary Engineering Services to proceed with the design phase for safety measures at five at-grade railroad crossings in Fayette County. These crossings were previously assessed under the earlier agreement, R-361-2023, with safety recommendations from the diagnostic team. The cost for this phase is not to exceed $30,000. Funds are budgeted. (L1035-25)(Neal/Albright)

Summary

Authorization to approve an agreement with Norfolk Southern Railroad for Preliminary Engineering Services to proceed with the design phase for safety measures at five at-grade railroad crossings in Fayette County. These crossings were previously assessed under the

earlier agreement, R-361-2023, with safety recommendations from the diagnostic team. The cost for this phase is not to exceed $30,000. Funds are budgeted. (L1035-25)(Neal/Albright)

Budgetary Implications [select]: YES

Advance Document Review:

Law: YES, Todd Henning (10/26/25)

Risk Management: NO

Fully Budgeted: YES

Account Number: 1105-303601-0001-91614

This Fiscal Year Impact: $30,000.00

Annual Impact: TBD

Project: RR_SAFETY_2023

Activity: TRAFFICSIG

Budget Reference: 2023

Current Balance: $282,500.00

MAYOR LINDA GORTON

LEXINGTON

JEFFERY NEAL
DIRECTOR
TRAFFIC ENGINEERING

TO: Mayor Linda Gorton
Urban County Council

FROM: _____
Jeffery Neal, Director
Division of Traffic Engineering

DATE: October 21, 2025

SUBJECT: Memorandum of Agreement with Norfolk Southern Railroad for Preliminary Engineering Services – Phase 2

Request

Authorization to proceed with an agreement with Norfolk Southern Railroad for Preliminary Engineering Services focused on upgrading five at-grade railroad crossings in Fayette County. These crossings were previously reviewed under the earlier agreement, R-361-2023, with safety recommendations provided by the diagnostic team. The team included a representative from Moffatt & Nichol (Railroad representative), FRA, KY Transportation Cabinet, and the Divisions of Engineering and Traffic Engineering.

Why are you requesting

In 2018, LFUCG conducted a study to evaluate the feasibility of safety upgrades needed to establish a railroad quiet zone at at-grade crossings on Kearney Road, Spurr Road, Greendale Road, Waller Avenue, and Rosemont Garden. LFUCG is now seeking this agreement to proceed to the design phase for the safety measures identified by the diagnostic team in Phase 1 in December 2023.

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

The cost for this FY is: $30,000
The cost for future FY is: TBD

Are the funds budgeted?
Yes, 1105-303601-0001-91614 (RR_SAFETY_2023)

File Number: 1035-25

Director/Commissioner: Neal/Albright

AGREEMENT FOR PRELIMINARY ENGINEERING SERVICES

This agreement made by and between the City Lexington (hereinafter called "CITY"), and Norfolk Southern Railway Company, (hereinafter called "COMPANY").

The CITY will submit plans and specifications to said COMPANY for work which will involve or affect COMPANY facilities at the following location:

Town, County, State:	**Lexington, Fayette County, Kentucky**
AAR-DOT#:	**724528P, 724527H, 724516V, 724515N, 724513A**
Street /Bridge Name:	**Rosemont Garden, Waller Ave, Greendale Rd, Spurr Rd, Kearney Rd**
Description:	**Proposed grade crossing improvements across Norfolk Southern**
Mile Post	**83.23, 82.46, 77,20, 76.99, 76.12**

Preliminary Engineering Cost Estimate: $ 30,000

Therefore, in consideration of the benefits moving to each of the parties hereto, they do mutually agree as follows:

ARTICLE 1. REIMBURSEMENT. The CITY agrees to reimburse the COMPANY for actual cost of preliminary engineering necessary in connection with the project.

The COMPANY shall submit to the CITY fair and reasonable costs of the aforesaid work performed as evidenced by detailed invoices acceptable to the CITY. The CITY shall reimburse the COMPANY in the amount of the approved costs so submitted.

ARTICLE 2. EFFECTIVE DATE OF AGREEMENT. This agreement shall take effect at the time it is approved and signed by both the CITY and the COMPANY.

ARTICLE 3. STARTING OF WORK. This agreement covers preliminary engineering services performed starting November 1, 2025. The COMPANY agrees to provide preliminary engineering services at the request of CITY or its agent, whether written or verbal.

ARTICLE 4. SCOPE OF WORK. The scope of this agreement is limited to review by the COMPANY of the plans and specifications to provide information to the COMPANY and the CITY regarding the project. This agreement does not constitute the COMPANY's approval of the project.

IN WITNESS WHEREOF, the CITY and the COMPANY have caused these presents to be signed by their duly authorized officers:

CITY	**COMPANY**
Signature: _____	**Signature:** _____
Name: _____	**Name: A. B. Johnson, PE**
Title: _____	**Title: Chief Engr. Design & Construction**
Date: _____	**Date:** _____

Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 1037-25

File ID:	1037-25	**Type:** Agenda Item	**Status:** Agenda Ready
Version:	1	**Contract #:**	**In Control:** Police
			File Created: 10/25/2025
File Name:	Equitable Sharing Agreement and Certification (Amendment)		**Final Action:**

Title: Authorization to amend a Federal Equitable Sharing Agreement and Certification with the Department of Justice, The Department of the Treasury. After submission of the original Equitable Sharing Agreement and Certification (Reso 373-2025), the Department of Justice requested the changes to this agreement to reflect changes to the Equitable Sharing Funds spent. No budgetary impact. (L1037-25)(Weathers/Armstrong)

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	Cover Memo - AMENDMENT - Federal Equitable Sharing Agreement and Certification.pdf, AMENDED - Equitable Sharing Agreement and Certification.pdf, Resolution No. 373-2025.pdf	**Enactment Number:**	
Deed #:		**Hearing Date:**	
Drafter:	Renita Happy	**Effective Date:**	

History of Legislative File

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

Text of Legislative File 1037-25

Title

Authorization to amend a Federal Equitable Sharing Agreement and Certification with the Department of Justice, The Department of the Treasury. After submission of the original Equitable Sharing Agreement and Certification (Reso 373-2025), the Department of Justice requested the changes to this agreement to reflect changes to the Equitable Sharing Funds spent. No budgetary impact. (L1037-25)(Weathers/Armstrong)

Summary

Authorization to amend a Federal Equitable Sharing Agreement and Certification with the Department of Justice, The Department of the Treasury. After submission of the original Equitable Sharing Agreement and Certification (Reso 373-2025), the Department of Justice

requested the changes to this agreement to reflect changes to the Equitable Sharing Funds spent. No budgetary impact. (L1037-25)(Weathers/Armstrong)

Budgetary Implications: NO
Advance Document Review:

Law: No

Risk Management: No

Fully Budgeted: N/A
Account Number: N/A
Year Impact: $-0-
Annual Impact: $ -0-
Project:
Activity:
Budget Reference:
Current Balance:

MAYOR LINDA GORTON

LEXINGTON

LAWRENCE WEATHERS
CHIEF
LEXINGTON POLICE DEPT.

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: October 25, 2025

SUBJECT: ***AMENDED*** Federal Equitable Sharing Agreement and Certification

Request
Authorization to approve the attached amended Federal Equitable Sharing Agreement and Certification with the Department of Justice, The Department of the Treasury.

Why are you requesting?
After submission of the original Equitable Sharing Agreement and Certification (Resolution No. 373-2025), the Department of Justice requested the listed changes to this agreement.

1. Amend Line 7 to show Equitable Sharing Funds Spent as $362,769.95, which will be a difference of $14,190, for additional expenditures for law enforcement equipment purchased. Resulting in an Ending Equitable Sharing Funds Balance of $1,386,785.03.
2. Amend Line d to show $86,774.25, which will be a difference of $14,190, for law enforcement equipment, which will result in a change of ending total to $362,769.95.

Upon approval and signing, please forward a copy of the amended agreement to the Chief's Office. If you have any question or require additional information, please contact my office.

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

Are the funds budgeted? N/A

File Number: - 1037-25

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

LBW/rmh

OMB Number 1123-0011
Expires: May 31, 2028

Equitable Sharing Agreement and Certification

NCIC/ORI/Tracking Number: KY0340200
Agency Name: Lexington Division Of Police **Type:** Police Department
Mailing Address: 150 East Main Street
Lexington, KY 40507-1318

Agency Finance Contact
Name: Cooper, Phyllis
Phone: 859-258-3310 **Email:** pcooper@lexingtonky.gov

Jurisdiction Finance Contact
Name: Cooper, Phyllis
Phone: 859-258-3310 **Email:** pcooper@lexingtonky.gov

ESAC Preparer
Name: Gambill, Lorie
Phone: 859-258-3624 **Email:** lgambill@lexingtonpolice.ky.gov

FY End Date: 06/30/2025 **Agency FY 2026 Budget:** $101,055,951.00

Amended

Annual Certification Report

	Summary of Equitable Sharing Activity	Justice Funds [1]	Treasury Funds [2]
1	Beginning Equitable Sharing Fund Balance	$1,113,062.56	$562,863.82
2	Equitable Sharing Funds Received	$635,492.42	$0.00
3	Equitable Sharing Funds Received from Other Law Enforcement Agencies and Task Force	$0.00	$0.00
4	Other Income	$1,000.00	$0.00
5	Interest Income	$0.00	$0.00
6	Total Equitable Sharing Funds Received (total of lines 2-5)	$636,492.42	$0.00
7	Equitable Sharing Funds Spent (total of lines a - n)	$362,769.95	$43,750.00
8	Ending Equitable Sharing Funds Balance (difference between line 7 and the sum of lines 1 and 6)	$1,386,785.03	$519,113.82

[1]Department of Justice Asset Forfeiture Program Investigative Agency participants are: FBI, DEA, ATF, USPIS, USDA, DCIS, DSS, and FDA
[2]Department of the Treasury Asset Forfeiture Program participants are: IRS-CI, ICE, CBP and USSS.

	Summary of Shared Funds Spent	Justice Funds	Treasury Funds
a	Law Enforcement Administrative Costs	$0.00	$0.00
b	Training and Education	$121,175.00	$0.00
c	Law Enforcement, Public Safety, and Detention Facilities	$0.00	$0.00
d	Law Enforcement Equipment	$86,774.25	$43,750.00
e	Joint Law Enforcement and Public Safety Operations	$0.00	$0.00
f	Contracts for Services	$0.00	$0.00
g	Law Enforcement Travel and Per Diem	$154,820.70	$0.00
h	Law Enforcement Awards and Memorials	$0.00	$0.00
i	Drug, Gang, and Other Prevention or Awareness Programs	$0.00	$0.00
j	Overtime	$0.00	$0.00
k	Law Enforcement Initiatives that Further Investigations	$0.00	$0.00
l	Salaries	$0.00	$0.00
m	Non-Categorized Expenditures	$0.00	$0.00
	Total	$362,769.95	$43,750.00

Equitable Sharing Funds Received From Other Agencies

Transferring Agency Name	Justice Funds	Treasury Funds

Other Income

Other Income Type	Justice Funds	Treasury Funds
Sale Proceeds	$1,000.00	

Salaries

Salary Type	Justice Funds	Treasury Funds

Non-Categorized Expenditures

Description	Justice Funds	Treasury Funds
	$0.00	$0.00
	$0.00	$0.00
	$0.00	$0.00
	$0.00	$0.00
	$0.00	$0.00
	$0.00	$0.00
	$0.00	$0.00
	$0.00	$0.00

Paperwork Reduction Act Notice

Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a valid OMB control number. We try to create accurate and easily understood forms that impose the least possible burden on you to complete. The estimated average time to complete this form is 30 minutes. If you have comments regarding the accuracy of this estimate, or suggestions for making this form simpler, please write to the Money Laundering and Asset Recovery Section at 1400 New York Avenue, N.W., Washington, DC 20005.

Privacy Act Notice

The Department of Justice is collecting this information for the purpose of reviewing your equitable sharing expenditures. Providing this information is voluntary; however, the information is necessary for your agency to maintain Program compliance. Information collected is covered by Department of Justice System of Records Notice, 71 Fed. Reg. 29170 (May 19, 2006), JMD-022 Department of Justice Consolidated Asset Tracking System (CATS). This information may be disclosed to contractors when necessary to accomplish an agency function, to law enforcement when there is a violation or potential violation of law, or in accordance with other published routine uses. For a complete list of routine uses, see the System of Records Notice as amended by subsequent publications.

Single Audit Information

Independent Auditor

Name: Smith, Jacob
Company: Crosslin Certified Public Accountants
Phone: 615-320-5500 **Email:** info@crosslimpc.com

Were equitable sharing expenditures included on the Schedule of Expenditures of Federal Awards (SEFA) for the jurisdiction's Single Audit for the prior fiscal year? If the jurisdiction did not meet the threshold to have a Single Audit performed, select Threshold Not Met.

YES [X] NO [ ] THRESHOLD NOT MET [ ]

Prior Year Single Audit Number Assigned by Federal Audit Clearinghouse: 2024-06-GSAFAC-0000362213

Affidavit

Under penalty of perjury, the undersigned officials certify that they have read and understand their obligations under the *Guide to Equitable Sharing for State, Local, and Tribal Law Enforcement Agencies (Guide)* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations. The undersigned officials certify that the information submitted on the Equitable Sharing Agreement and Certification form (ESAC) is an accurate accounting of funds received and spent by the Agency.

The undersigned certify that the Agency is in compliance with the applicable nondiscrimination requirements of the following laws and their Department of Justice implementing regulations: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 *et seq*.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), and the Age Discrimination Act of 1975 (42 U.S.C. § 6101 *et seq*.), which prohibit discrimination on the basis of race, color, national origin, disability, or age in any federally assisted program or activity, or on the basis of sex in any federally assisted education program or activity. The Agency agrees that it will comply with all federal statutes and regulations permitting federal investigators access to records and any other sources of information as may be necessary to determine compliance with civil rights and other applicable statutes and regulations. Further, agencies are required to collect race and ethnicity data as required by 28 C.F.R. 42.106(b) and 31 C.F.R. 22.6(b).

Equitable Sharing Agreement

This Federal Equitable Sharing Agreement, entered into among (1) the Federal Government, (2) the Agency, and (3) the Agency's governing body, sets forth the requirements for participation in the federal Equitable Sharing Program and the restrictions upon the use of federally forfeited funds, property, and any interest earned thereon, which are equitably shared with participating law enforcement agencies. By submitting this form, the Agency agrees that it will be bound by the *Guide* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations. Submission of the ESAC is a prerequisite to receiving any funds or property through the Equitable Sharing Program.

1. Submission. The ESAC must be signed and electronically submitted within two months of the end of the Agency’s fiscal year. Electronic submission constitutes submission to the Department of Justice and the Department of the Treasury.

2. Signatories. The ESAC must be signed by the head of the Agency and the head of the governing body. Examples of Agency heads include police chief, sheriff, director, commissioner, superintendent, administrator, county attorney, district attorney, prosecuting attorney, state attorney, commonwealth attorney, and attorney general. The governing body head is the head of the agency that appropriates funding to the Agency. Examples of governing body heads include city manager, mayor, city council chairperson, county executive, county council chairperson, administrator, commissioner, and governor. The governing body head cannot be an official or employee of the Agency and must be from a separate entity.

3. Uses. Shared assets must be used for law enforcement purposes in accordance with the *Guide* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations.

4. Transfers. Before the Agency transfers funds to other state or local law enforcement agencies, it must obtain written approval from the Department of Justice or Department of the Treasury. Transfers of tangible property are not permitted. Agencies that transfer or receive equitable sharing funds must perform sub-recipient monitoring in accordance with the Code of Federal Regulations.

5. Internal Controls. The Agency agrees to account separately for federal equitable sharing funds received from the Department of Justice and the Department of the Treasury, funds from state and local forfeitures, joint law enforcement operations funds, and any other sources must not be commingled with federal equitable sharing funds.

The Agency certifies that equitable sharing funds are maintained by its jurisdiction and the funds are administrated in the same manner as the jurisdictions's appropriated or general funds. The Agency further certifies that the funds are subject to the standard accounting requirements and practices employed by the Agency's jurisdiction in accordance with the requirements set forth in the *Guide,* any subsequent updates, and the Code of Federal Regulations, including the requirement to maintain relevant documents and records for five years.

The misuse or misapplication of equitably shared funds or assets or supplantation of existing resources with shared funds or assets is prohibited. The Agency must follow its jurisdiction's procurement policies when expending equitably shared funds. Failure to comply with any provision of the *Guide*, any subsequent updates, and the Code of Federal Regulations may subject the Agency to sanctions.

6. Single Audit Report and Other Reviews. Audits shall be conducted as provided by the Single Audit Act Amendments of 1996 and OMB Uniform Administrative Requirements, Costs Principles, and Audit Requirements for Federal Awards. The

Agency must report its equitable sharing expenditures on the jurisdiction's Schedule of Expenditures of Federal Awards (SEFA) under Assistance Listing Number 16.922 for Department of Justice and 21.016 for Department of the Treasury. The Department of Justice and the Department of the Treasury reserve the right to conduct audits or reviews.

7. Freedom of Information Act (FOIA). Information provided in this Document is subject to the FOIA requirements of the Department of Justice and the Department of the Treasury. Agencies must follow local release of information policies.

8. Waste, Fraud, or Abuse. An Agency or governing body is required to immediately notify the Department of Justice's Money Laundering and Asset Recovery Section and the Department of the Treasury's Executive Office for Asset Forfeiture of any allegations or theft, fraud, waste, or abuse involving federal equitable sharing funds.

Civil Rights Cases

During the past fiscal year: (1) has any court or administrative agency issued any finding, judgment, or determination that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above; or (2) has the Agency entered into any settlement agreement with respect to any complaint filed with a court or administrative agency alleging that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above?

☐ **Yes** ☒ **No**

Agency Head

Name: Weathers, Lawrence
Title: Police Chief
Email: lweathers@lexingtonpolice.ky.gov

Signature: _____ Date: _____

To the best of my knowledge and belief, the information provided on this ESAC is true and accurate and has been reviewed and authorized by the Law Enforcement Agency Head whose name appears above. Entry of the Agency Head name above indicates his/her agreement to abide by the Guide, any subsequent updates, and the Code of Federal Regulations, including ensuring permissibility of expenditures and following all required procurement policies and procedures.

Governing Body Head

Name: Gorton, Linda
Title: Mayor
Email: mayor@lexingtonky.gov

Signature: _____ Date: _____

To the best of my knowledge and belief, the Agency's current fiscal year budget reported on this ESAC is true and accurate and the Governing Body Head whose name appears above certifies that the agency's budget has not been supplanted as a result of receiving equitable sharing funds. Entry of the Governing Body Head name above indicates his/her agreement to abide by the policies and procedures set forth in the Guide, any subsequent updates, and the Code of Federal Regulations.

☐ I certify that I have obtained approval from and I am authorized to submit this form on behalf of the Agency Head and the Governing Body Head.

RESOLUTION NO. 373 -2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A FEDERAL EQUITABLE SHARING AGREEMENT AND CERTIFICATION WITH THE DEPARTMENT OF JUSTICE, DEPARTMENT OF THE TREASURY, FOR PARTICIPATION IN THE FEDERAL EQUITABLE SHARING PROGRAM.

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

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute the Federal Equitable Sharing Agreement and Certification, which is attached hereto and incorporated herein by reference, with the Department of Justice, Department of the Treasury, for participation in the federal equitable sharing program.

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

PASSED URBAN COUNTY COUNCIL: August 14, 2025

Linda Gorton
MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

728-25:GET:4931-9121-3406, v. 1

OMB Number 1123-0011
Expires: May 31, 2028

Equitable Sharing Agreement and Certification

NCIC/ORI/Tracking Number: KY0340200
Agency Name: Lexington Division Of Police
Type: Police Department
Mailing Address: 150 East Main Street
Lexington, KY 40507-1318

Agency Finance Contact
Name: Cooper, Phyllis
Phone: 859-258-3310 **Email:** pcooper@lexingtonky.gov

Jurisdiction Finance Contact
Name: Cooper, Phyllis
Phone: 859-258-3310 **Email:** pcooper@lexingtonky.gov

ESAC Preparer
Name: Gambill, Lorie
Phone: 859-258-3624 **Email:** lgambill@lexingtonpolice.ky.gov

FY End Date: 06/30/2025 **Agency FY 2026 Budget:** $101,055,951.00

Annual Certification Report

	Summary of Equitable Sharing Activity	Justice Funds [1]	Treasury Funds [2]
1	Beginning Equitable Sharing Fund Balance	$1,113,062.56	$562,863.82
2	Equitable Sharing Funds Received	$635,492.42	$0.00
3	Equitable Sharing Funds Received from Other Law Enforcement Agencies and Task Force	$0.00	$0.00
4	Other Income	$1,000.00	$0.00
5	Interest Income	$0.00	$0.00
6	Total Equitable Sharing Funds Received (total of lines 2-5)	$636,492.42	$0.00
7	Equitable Sharing Funds Spent (total of lines a - n)	$348,579.95	$43,750.00
8	Ending Equitable Sharing Funds Balance (difference between line 7 and the sum of lines 1 and 6)	$1,400,975.03	$519,113.82

[1]Department of Justice Asset Forfeiture Program Investigative Agency participants are: FBI, DEA, ATF, USPIS, USDA, DCIS, DSS, and FDA
[2]Department of the Treasury Asset Forfeiture Program participants are: IRS-CI, ICE, CBP and USSS.

	Summary of Shared Funds Spent	Justice Funds	Treasury Funds
a	Law Enforcement Administrative Costs	$0.00	$0.00
b	Training and Education	$121,175.00	$0.00
c	Law Enforcement, Public Safety, and Detention Facilities	$0.00	$0.00
d	Law Enforcement Equipment	$72,584.25	$43,750.00
e	Joint Law Enforcement and Public Safety Operations	$0.00	$0.00
f	Contracts for Services	$0.00	$0.00
g	Law Enforcement Travel and Per Diem	$154,820.70	$0.00
h	Law Enforcement Awards and Memorials	$0.00	$0.00
i	Drug, Gang, and Other Prevention or Awareness Programs	$0.00	$0.00
j	Overtime	$0.00	$0.00
k	Law Enforcement Initiatives that Further Investigations	$0.00	$0.00
l	Salaries	$0.00	$0.00
m	Non-Categorized Expenditures	$0.00	$0.00
	Total	$348,579.95	$43,750.00

Date Printed: 08/04/2025

Equitable Sharing Funds Received From Other Agencies

Transferring Agency Name	Justice Funds	Treasury Funds

Other Income

Other Income Type	Justice Funds	Treasury Funds
Sale Proceeds	$1,000.00	

Salaries

Salary Type	Justice Funds	Treasury Funds

Non-Categorized Expenditures

Description	Justice Funds	Treasury Funds
	$0.00	$0.00
	$0.00	$0.00
	$0.00	$0.00
	$0.00	$0.00
	$0.00	$0.00
	$0.00	$0.00
	$0.00	$0.00
	$0.00	$0.00

Paperwork Reduction Act Notice

Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a valid OMB control number. We try to create accurate and easily understood forms that impose the least possible burden on you to complete. The estimated average time to complete this form is 30 minutes. If you have comments regarding the accuracy of this estimate, or suggestions for making this form simpler, please write to the Money Laundering and Asset Recovery Section at 1400 New York Avenue, N.W., Washington, DC 20005.

Privacy Act Notice

The Department of Justice is collecting this information for the purpose of reviewing your equitable sharing expenditures. Providing this information is voluntary; however, the information is necessary for your agency to maintain Program compliance. Information collected is covered by Department of Justice System of Records Notice, 71 Fed. Reg. 29170 (May 19, 2006), JMD-022 Department of Justice Consolidated Asset Tracking System (CATS). This information may be disclosed to contractors when necessary to accomplish an agency function, to law enforcement when there is a violation or potential violation of law, or in accordance with other published routine uses. For a complete list of routine uses, see the System of Records Notice as amended by subsequent publications.

Single Audit Information

Independent Auditor

Name: Jacob Smith
Company: Crosslin Certified Public Accountants
Phone: 615-320-5500 **Email:** info@crosslinpc.com

Were equitable sharing expenditures included on the Schedule of Expenditures of Federal Awards (SEFA) for the jurisdiction's Single Audit for the prior fiscal year? If the jurisdiction did not meet the threshold to have a Single Audit performed, select Threshold Not Met.

YES [X] NO [ ] THRESHOLD NOT MET [ ]

Prior Year Single Audit Number Assigned by Federal Audit Clearinghouse: 2024-06-GSAFAC-0000362213

Affidavit

Under penalty of perjury, the undersigned officials certify that they have read and understand their obligations under the *Guide to Equitable Sharing for State, Local, and Tribal Law Enforcement Agencies (Guide)* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations. The undersigned officials certify that the information submitted on the Equitable Sharing Agreement and Certification form (ESAC) is an accurate accounting of funds received and spent by the Agency.

The undersigned certify that the Agency is in compliance with the applicable nondiscrimination requirements of the following laws and their Department of Justice implementing regulations: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 *et seq.*), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), and the Age Discrimination Act of 1975 (42 U.S.C. § 6101 *et seq.*), which prohibit discrimination on the basis of race, color, national origin, disability, or age in any federally assisted program or activity, or on the basis of sex in any federally assisted education program or activity. The Agency agrees that it will comply with all federal statutes and regulations permitting federal investigators access to records and any other sources of information as may be necessary to determine compliance with civil rights and other applicable statutes and regulations. Further, agencies are required to collect race and ethnicity data as required by 28 C.F.R. 42.106(b) and 31 C.F.R. 22.6(b).

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2. Signatories. The ESAC must be signed by the head of the Agency and the head of the governing body. Examples of Agency heads include police chief, sheriff, director, commissioner, superintendent, administrator, county attorney, district attorney, prosecuting attorney, state attorney, commonwealth attorney, and attorney general. The governing body head is the head of the agency that appropriates funding to the Agency. Examples of governing body heads include city manager, mayor, city council chairperson, county executive, county council chairperson, administrator, commissioner, and governor. The governing body head cannot be an official or employee of the Agency and must be from a separate entity.

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Civil Rights Cases

During the past fiscal year: (1) has any court or administrative agency issued any finding, judgment, or determination that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above; or (2) has the Agency entered into any settlement agreement with respect to any complaint filed with a court or administrative agency alleging that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above?

☐ Yes ☒ No

Agency Head

Name: Weathers, Lawrence
Title: Police Chief
Email: lweathers@lexingtonpolice.ky.gov

Signature: Lawrence Weathers Date: 08/04/2025

To the best of my knowledge and belief, the information provided on this ESAC is true and accurate and has been reviewed and authorized by the Law Enforcement Agency Head whose name appears above. Entry of the Agency Head name above indicates his/her agreement to abide by the Guide, any subsequent updates, and the Code of Federal Regulations, including ensuring permissibility of expenditures and following all required procurement policies and procedures.

Governing Body Head

Name: Gorton, Linda
Title: Mayor
Email: mayor@lexingtonky.gov

Signature: Linda Gorton Date: 8/27/25

To the best of my knowledge and belief, the Agency's current fiscal year budget reported on this ESAC is true and accurate and the Governing Body Head whose name appears above certifies that the agency's budget has not been supplanted as a result of receiving equitable sharing funds. Entry of the Governing Body Head name above indicates his/her agreement to abide by the policies and procedures set forth in the Guide, any subsequent updates, and the Code of Federal Regulations.

☐ I certify that I have obtained approval from and I am authorized to submit this form on behalf of the Agency Head and the Governing Body Head.

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 1039-25

File ID:	1039-25	**Type:**	Agenda Item	**Status:**	Agenda Ready
Version:	1	**Contract #:**		**In Control:**	Grants and Special Programs
				File Created:	10/28/2025
File Name:	Request Council authorization to execute a subrecipient agreement with Lexington Habitat for Humanity to pass through $10 million of state funding for the Transformational Housing Affordability Partnership.			**Final Action:**	

Title: Authorization to execute a subrecipient agreement, effective through May 31, 2027, with Lexington Habitat for Humanity to pass through $10 million of state funding for the Transformational Housing Affordability Partnership. Funds are budgeted. (L1039-25)(McQuady/Lanter)

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	Blue Sheet Memo Habitat Agreement 10.2025, FINAL MOU signed by Habitat 10.2025, Habitat Subrecipient Budget 10.28.2025	**Enactment Number:**	
Deed #:		**Hearing Date:**	
Drafter:	Charlie Lanter	**Effective Date:**	

History of Legislative File

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

Text of Legislative File 1039-25

Title

Authorization to execute a subrecipient agreement, effective through May 31, 2027, with Lexington Habitat for Humanity to pass through $10 million of state funding for the Transformational Housing Affordability Partnership. Funds are budgeted. (L1039-25) (McQuady/Lanter)

Summary

Authorization to execute a subrecipient agreement, effective through May 31, 2027, with Lexington Habitat for Humanity to pass through $10 million of state funding for the Transformational Housing Affordability Partnership. Funds are budgeted. (L1039-25)

(McQuady/Lanter)
Budgetary Implications [select]: Yes
Advance Document Review:

Law: Yes, Completed by Brittany Smith, 10/28/25

Risk Management: N/A

Fully Budgeted [select]: Yes
Account Number: 3400-160203-0001-78112
This Fiscal Year Impact: $10,000,000.00
Annual Impact: $0
Project: AH_RADCLIF_2025
Activity: STA_GRANT
Budget Reference: 2025
Current Balance: $10,000,000.00

MAYOR LINDA GORTON

LEXINGTON

CHARLIE LANTER
COMMISSIONER
HOUSING, ADVOCACY
& COMMUNITY DEVELOPMENT

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

FROM: **CHARLIE LANTER, COMMISSIONER**
HOUSING, ADVOCACY & COMMUNITY DEVELOPMENT

DATE: **OCTOBER 28, 2025**

SUBJECT: **Authorization to execute a subrecipient agreement, effective through May 31, 2027, with Lexington Habitat for Humanity to pass through $10 million of state funding for the Transformational Housing Affordability Partnership.**

Request: Authorization to execute a subrecipient agreement, effective through May 31, 2027, with Lexington Habitat for Humanity to pass through $10 million of state funding for the Transformational Housing Affordability Partnership.

Purpose of Request:
On March 6, 2025, Council authorized acceptance of $10 million from the Kentucky Department for Local Government (DLG) for Lexington's Transformational Housing Affordability Partnership planned for property formerly owned by Transylvania University along Haggard Lane in the Marlboro/Radcliffe area. The project partners have selected Lexington Habitat for Humanity to administer the project funding including payment of funds for land acquisition and site work to begin site preparation. These funds are from House Bill 1, passed March 28, 2024, by the Kentucky Legislature to provide funds specifically for this project and no matching funds are required.

What is the cost in this budget year and future budget years? $10 million in FY26. No future year impacts.

Are the funds budgeted? Yes

File Number:

Director/Commissioner: McQuady/Lanter

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT ("Agreement"), 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, and located at 200 East Main Street, Lexington, Fayette County, Kentucky 40507 (hereinafter referred to as "GOVERNMENT"), **LHH TRANSFORMATION HOUSING AFFORDABILITY, LLC**, a Kentucky limited liability company, whose principal address is 700 East Loudon Avenue, Lexington, Kentucky 40505 (hereinafter referred to as "SUBCONTRACTOR") and **LEXINGTON HABITAT FOR HUMANITY, INC.,** a Kentucky non-profit corporation, whose principal address is 700 East Loudon Avenue, Lexington, Kentucky 40505 (hereinafter referred to as "DEVELOPER");

WHEREAS, the GOVERNMENT has previously been awarded $10,000,000.00 in Commonwealth of Kentucky funds through the Department for Local Government for the purpose of funding an affordable housing development initiated by the Lexington Transformational Housing Affordability Partnership;

WHEREAS, DEVELOPER has requested that funding be provided directly to **SUBCONTRACTOR** to facilitate this affordable housing initiative so that SUBCONTRACTOR, a wholly owned subsidiary of DEVELOPER, may acquire land for the development of affordable housing on behalf of the Lexington Transformational Housing Affordability Partnership;

WHEREAS, the GOVERNMENT has determined that providing funding directly to the SUBCONTRACTOR will expedite and facilitate the development of this affordable housing initiative;

WHEREAS, the GOVERNMENT'S responsibility for ensuring compliance with all grant requirements necessitates a written agreement with the SUBCONTRACTOR;

WHEREAS, the GOVERNMENT also needs written assurance of SUBCONTRACTOR's ability to comply with all requirements specified by the Department for Local Government, and DEVELOPER has agreed to offer that guaranty of SUBCONTRACTOR's compliance;

WHEREAS, both the DEVELOPER and SUBCONTRACTOR understand, acknowledge and agree that the DEVELOPER's guaranty is a material fact upon which GOVERNMENT relied in agreeing to provide the funding to SUBCONTRACTOR;

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

I. SCOPE OF AGREEMENT

A. Incorporation of Recitals

The aforementioned recitals are hereby incorporated into this Agreement and expressly made a part hereof. The parties to this Agreement also acknowledge and agree that such recitals are true and correct.

B. Representations

Each and every party to this Agreement is duly organized under the laws of the Commonwealth of Kentucky, and validly exists in good standing, and has all requisite corporate power and authority to enter into and fully perform the Agreement.

C. Performance Obligations

The SUBCONTRACTOR understands and agrees that grant funds provided under this Agreement will be in an amount not to exceed TEN MILLION DOLLARS ($10,000,000.00) ("Funds"). The Funds may only be used to pay the costs identified in the CONTRACTOR'S Memorandum of Agreement ("MOA") with the Commonwealth of Kentucky Department for Local Government, attached hereto as **Exhibit A** and incorporated herein by reference ("Eligible Expenses") and in compliance with the agreed budget, attached hereto as **Exhibit B** and incorporated herein by reference. The Eligible Expenses must be related to the development of affordable housing for residents of Fayette County, located at 495 Radcliffe Road, Lexington, Ky 40505 ("Project") Project. Eligible Expenses may include administrative costs, so long as the total administrative costs do not exceed ONE HUNDRED THOUSAND DOLLARS $100,000.00. The SUBCONTRACTOR's timely expenditure of Funds for Eligible Expenses on the Project, in compliance with the terms and conditions of the MOA, attached as **Exhibit A**, during the Agreement's Term, as defined herein, along with SUBCONTRACTOR's satisfactory performance of all obligations set forth in Article IV of this Agreement, titled "Additional Obligations of the Subcontractor," are hereinafter collectively referred to as the "Performance Obligations."

The SUBCONTRACTOR understands and agrees that no other uses of the Funds are permitted unless agreed to by the parties in a written amendment to this Agreement. The SUBCONTRACTOR is prohibited from charging to the subaward the costs of ineligible activities and from using any Funds provided herein or personnel employed in the administration of activities under this Agreement for political activities, inherently religious activities, or lobbying.

D. Schedule – Time of Performance

The term of this Agreement shall be from August 1, 2025, until May 31, 2027 ("Term").

E. Payment

In order to facilitate acquisition of the land needed for the Project, the GOVERNMENT shall advance to the SUBCONTRACTOR a lump sum out of the total Funds toward the cost of the acquisition ("Acquisition Funds"). The amount of the lump sum advanced by the GOVERNMENT shall equal the purchase price of the land, which shall be documented with a written purchase contract between the SUBCONTRACTOR and the seller, and the stated purchase price shall be supported by an independent third-party appraisal. Each of the foregoing shall be forwarded to the GOVERNMENT. In no case shall the amount of the lump sum paid by the GOVERNMENT for the acquisition of land exceed the fair market value for that land.

GOVERNMENT shall disburse payment to cover all remaining Eligible Expenses in the following manner, subject to all contingencies and mutual obligations as stated herein:

1. Monthly Disbursements

   With exception to the initial draw for land acquisition, the GOVERNMENT shall pay the SUBCONTRACTOR on the first day of each month during the Term of this Agreement ("Monthly Payment") until the Funds are fully disbursed, provided that SUBCONTRACTOR shall first submit satisfactory documentation, which may include but shall not be limited to invoices, purchase orders, copies of competitive quotations and any related bid documents, contracts, and any other documentation requested by GOVERNMENT, at least seven (7) calendar days prior to the first day of each month. The SUBCONTRACTOR must submit satisfactory documentation each month before the GOVERNMENT is obligated to disburse the respective monthly draw. The amount of each Monthly Payment shall not exceed the total of Eligible Expenses reflected in the documentation submitted by SUBCONTRACTOR. The total amount paid through Monthly Payments during the Term shall not exceed the balance of the Funds that remains after payment of the Acquisition Funds.

2. Reconciliation

   No later than thirty (30) days before the date this Agreement terminates, the SUBCONTRACTOR shall provide a final invoice reconciling all amounts paid by GOVERNMENT with the amount of Eligible Expenses incurred by SUBCONTRACTOR. The final invoice must include copies of any additional documentation and/or revised documentation other than what was produced prior to each monthly disbursement, including but not limited to invoices, purchase orders, copies of competitive quotations, bid documents, or contracts, to account for all expenses paid with the Funds.

3. Refund

   If the reconciliation reveals that the SUBCONTRACTOR has not fully expended the Funds, then SUBCONTRACTOR agrees to pay the balance to GOVERNMENT within thirty (30) days of the termination of this Agreement.

SUBCONTRACTOR understands that all the Funds must be expended on or before June 30, 2027. If it becomes apparent to SUBCONTRACTOR that it will be unable to complete the Project either in the manner or for the amount described in this Agreement, then the SUBCONTRACTOR must provide written notice to the GOVERNMENT with a complete and detailed written explanation of its inability to comply with the terms of the Agreement, any proposed changes, and the reasons for those changes. The GOVERNMENT, may at its sole discretion and absolute discretion, amend this Agreement to address any changes or waivers requested by the SUBCONTRACTOR.

II. ADDITIONAL OBLIGATIONS OF THE GOVERNMENT

A. Monitoring

The GOVERNMENT shall monitor the SUBCONTRACTOR as necessary to ensure SUBCONTRACTOR complies with all the requirements of this Agreement. Substandard performance as reasonably determined by the GOVERNMENT will constitute noncompliance with this Agreement.

III. ADDITIONAL OBLIGATIONS OF DEVELOPER

A. Guaranty of Indemnity

The DEVELOPER joins in the execution of this Agreement to guaranty the satisfactory performance of all Performance Obligations owed by SUBCONTRACTOR to GOVERNMENT under this Agreement. This guaranty of the Performance Obligations extends explicitly and without reservation to the SUBCONTRACTOR's obligation to indemnify the GOVERNMENT, as set forth in this Agreement. To the extent this guaranty is interpreted as obligating the DEVELOPER to satisfy any indebtedness that the SUBCONTRACTOR owes to the GOVERNMENT, then pursuant to KRS 371.065, the GOVERNMENT acknowledges that the maximum aggregate liability of this guaranty shall not exceed the original balance of the Funds ($10,000,000.00), exclusive of interest, legal fees, costs, fines, or other penalties that could be assessed by a tribunal; and further, this guaranty shall terminate upon satisfactory completion of the final Performance Obligation, as determined by the GOVERNMENT. The foregoing guaranty of indemnity is exclusive to and for the benefit of the GOVERNMENT and does not accrue to the benefit of any other party.

B. Guaranty of Performance

The DEVELOPER joins in the execution of this Agreement to guaranty the performance of all obligations specified herein, and to ensure that SUBCONTRACTOR remains in satisfactory compliance with all of the terms and conditions set forth in the GOVERNMENT's MOA, attached hereto as Exhibit A. The foregoing guaranty of performance is exclusive to and for the benefit of the GOVERNMENT and does not accrue to the benefit of any other party.

IV. ADDITIONAL OBLIGATIONS OF THE SUBCONTRACTOR

A. Reporting

The SUBCONTRACTOR shall submit to the GOVERNMENT quarterly reports for each quarter during the Term. Quarterly reports are due on the 10th day of the month. Specifically, quarterly reports shall provide information required by the Department of Local Government and the GOVERNMENT.

B. Audits, Inspections and Monitoring

The SUBCONTRACTOR shall be audited as required by 2 CFR part 200, subpart F, as applicable and unless otherwise exempt by statute**.** SUBCONTRACTOR shall submit a

copy of the audit report to the Department of Local Government within 30 days after receipt of the audit report, but not later than eighteen (18) months after the end of the fiscal year. The audit report shall include a certification of compliance that the Funds were expended for the purpose intended. Concurrently with the submission of the audit report to the federal Audit Clearinghouse, SUBCONTRACTOR shall submit a copy of the audit report to the GOVERNMENT'S Division of Grants and Special Programs.

C. Access to Records

The SUBCONTRACTOR shall furnish and cause each of its own subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by GOVERNMENT and the Department of Local Government, or its agent, for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein. The SUBCONTRACTOR shall comply at all times with KRS 45A.150.

F. Procurement

The SUBCONTRACTOR shall comply with procurement standards set forth in applicable state and local laws for the purchase of goods or services related to the Project.

G. Permitting and Approvals

The SUBCONTRACTOR shall obtain all necessary permits, licenses, and approvals for completion of the Project from the appropriate governmental entities. The SUBCONTRACTOR shall also comply with all applicable federal and state statutes, local ordinances, executive orders, regulatory requirements, and policies.

H. Civil Rights, Nondiscrimination and Equal Opportunity in Participation

The SUBCONTRACTOR agrees to comply with the Equal Employment Opportunity Act of 1978. The SUBCONTRACTOR shall not discriminate against any participant on the ground of race, color, creed, religion, sex, age, handicap, disability, ancestry, national origin, marital status, familiar status, sexual orientation, or any other basis prohibited by applicable law. The SUBCONTRACTOR shall, through affirmative outreach, make known that use of the facilities, assistance, and services are available to all on a nondiscriminatory basis. The SUBCONTRACTOR must take appropriate steps to ensure effective communication with persons with disabilities.

I. Required Disclosures

Pursuant to KRS 45A.485, the SUBCONTRACTOR shall reveal any final determination of a violation by the SUBCONTRACTOR within the previous five (5) year period of the provisions of KRS chapter 136, 139, 141, 337, 338, 341, and 342. These statutes relate to corporate and utility tax law, sale and use tax, income tax, wages and hours laws, occupational safety and health laws, unemployment insurance laws, and workers compensation insurance laws, respectively. Disclosure of any violations is required prior to the award of any contract that utilizes Commonwealth of Kentucky funds and throughout the duration of the contract. Failure to disclose shall be grounds for termination of this

Agreement and recoupment of funds. To comply with KRS 45A.485, the SUBCONTRACTOR shall report any final determination(s) of any violation(s) within the previous five (5) years by providing a list of the following information regarding any violation(s): 1) specific KRS violated; 2) date of any final determination of a violation; and, 3) state agency which issued a final determination.

A list of any disclosures made prior to entry of this Agreement shall be provided to the GOVERNMENT for inclusion in its records. If no list is provided, then by executing this Agreement, the SUBCONTRACTOR affirms that it has not violated any of the provisions of the above statutes within the previous five (5) year period, and also affirms that it will communicate the disclosure requirements to any subcontractors and disclose any violations it becomes aware of to the GOVERNMENT.

J. Declaration of Covenants and Restrictions Required

For each and every parcel of land acquired with the Funds and/or developed with the Funds, the GOVERNMENT shall require the execution of a declaration of covenants and restrictions ("Declaration") in a form satisfactory to the GOVERNMENT, which shall limit the use of the newly acquired unit to households at or below eighty percent (80%) of the area median income as defined by HUD, and the SUBCONTRACTOR shall cause that Declaration to be recorded in the Office of the Fayette County Clerk.

K. Risk Management Provisions

SUBCONTRACTOR shall indemnify, save, hold harmless and defend the GOVERNMENT and its elected and appointed officials, employees, agents, volunteers, and successors in interest from and against all liability, damages, and losses, including but not limited to, demands, claims, liens, suits, notices of violation from Governmental agencies, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, from or by SUBCONTRACTOR'S performance or breach of the agreement and/or the provision of goods or services provided that: (a) it is attributable to personal injury, bodily injury, sickness, or death, or to injury to or destruction of property (including the loss of use resulting therefrom), or to or from the negligent acts, errors or omissions or willful misconduct of the SUBCONTRACTOR; and (b) not caused solely by the active negligence or willful misconduct of the GOVERNMENT. The parties understand and agree that the SUBCONTRACTOR'S obligation to defend the GOVERNMENT includes the obligation to investigate, handle, respond to, resist, provide a defense for, and defend claims, at SUBCONTRACTOR'S expense, using attorneys approved in writing by GOVERNMENT, which approval shall not be unreasonably withheld. The parties also understand and agree that the SUBCONTRACTOR'S obligation to indemnify includes, but is not limited to: attorney fees and expenses; costs of litigation; court and administrative costs; expert witness fees and expenses, judgments; fines; penalties; interest; all environmental cleanups and remediation costs of whatever kind; and any liability arising from death, injury, or damage of any kind, to any person, including employees and agents of SUBCONTRACTOR and GOVERNMENT, and damage to, or destruction of, any property, including the property of GOVERNMENT.

i. These Risk Management Provisions shall in no way be limited by any financial responsibility or insurance requirements and shall survive the termination of this Agreement.

ii. These Risk Management Provisions shall be interpreted so that any use of the word "SUBCONTRACTOR" shall include the "DEVELOPER" in any instance wherein the SUBCONTRACTOR's use of any amount of the Funds leads to any demands, claims, liens, suits, or notices of violation; in such case, the DEVELOPER has joint liability with the SUBCONTRACTOR to indemnify, save, hold harmless and defend the GOVERNMENT and its elected and appointed officials, employees, agents, volunteers, and successors from any claims related to the Performance Obligations, in the same manner and to the same extent as the SUBCONTRACTOR.

iii. GOVERNMENT is a political subdivision of the Commonwealth of Kentucky. SUBCONTRACTOR and DEVELOPER both acknowledge and agree that the GOVERNMENT is unable to provide indemnity or otherwise save, hold harmless, or defend the SUBCONTRACTOR or DEVELOPER in any manner.

iv. SUBCONTRACTOR understands and agrees that it shall demonstrate the ability to assure compliance with the above indemnity provisions and other risk management provisions prior to final acceptance of its proposal and the commencement of any work or the provision of services.

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

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

Professional Liability (E&O) $1 million per occurrence

v. Further, the policies above shall contain the following conditions:

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

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

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

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

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

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

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

Self-insurance programs, deductibles, and self-insured retentions in insurance policies are subject to separate approval by the GOVERNMENT, upon review of evidence of SUBCONTRACTOR'S financial capacity to respond to claims. Any such programs or retentions must provide SUBCONTRACTOR with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance coverage. If SUBCONTRACTOR satisfies any portion of the insurance requirements through deductibles, self-insurance programs, or self-insured retentions, SUBCONTRACTOR agrees to provide the GOVERNMENT the following data prior to the final acceptance of bid and the commencement of any work:

a. Latest audited financial statement, including auditor's notes.
b. Any records of any self-insured trust fund plan or policy and related accounting statements.

c. Actuarial funding reports or retained losses.
d. Risk Management Manual or a description of the self-insurance and risk management program.
e. A claim loss run summary for the previous five (5) years.
f. Self-Insured Associations will be considered.

SUBCONTRACTOR agrees to furnish GOVERNMENT with all applicable Certificates of Insurance signed by a person authorized by the insurer to bind coverage on its behalf prior to final award, and if requested, shall provide the GOVERNMENT copies of all insurance policies, including all endorsements. SUBCONTRACTOR understands and agrees that GOVERNMENT may review, audit and inspect any and all of its records and operations to insure compliance with these Insurance Requirements.

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

SUBCONTRACTOR understands and agrees that the failure to comply with any provision of this Agreement regarding indemnification, insurance, safety, or loss control shall constitute a material breach of this Agreement and that GOVERNMENT may elect at its option any remedy or penalty or any combination of remedies and penalties, as available, including but not limited to purchasing insurance and charging SUBCONTRACTOR for any such insurance premiums purchased, or suspending or terminating the work.

L. Change in Ownership or Control

DEVELOPER is and shall remain the sole owner of one hundred percent of the membership interest in SUBCONTRACTOR with the exclusive right to control and manage the affairs of the SUBCONTRACTOR as its sole member.

V. MISCELLANEOUS CONDITIONS

A. Either party may terminate this Agreement by providing thirty (30) days written notice to the other party, in which case the Agreement shall terminate on the thirtieth day. This Agreement may be terminated by the GOVERNMENT through the Mayor, or by the Mayor's designee. In the event of termination, the SUBCONTRACTOR shall be entitled to that portion of total compensation due under this Agreement as the services rendered bears to the services required.

B. The DEVELOPER'S and SUBCONTRACTOR'S sole remedy for a breach of this Agreement by the GOVERNMENT shall be limited to the amount of the Funds provided in this Agreement.

C. This Agreement, or any part hereof, may be amended from time to time hereafter only in writing executed by the parties.

D. The SUBCONTRACTOR and DEVELOPER shall not assign or transfer any interest in this Agreement without the prior written consent of the GOVERNMENT. The

SUBCONTRACTOR and DEVELOPER shall not enter into any subcontracts related to the performance of this Agreement without the written consent of the GOVERNMENT prior to the execution of such subcontract.

In addition to the foregoing, the SUBCONTRACTOR shall provide a performance bond for the benefit of the GOVERNMENT, which shall be in an amount equal to $10,000,000.00. The GOVERNMENT agrees that any remedies herein shall be exercised after exhausting all claims against the performance bond.

E. The parties each bind themselves and their successors, executors, administrators, assigns, and legal representatives of such other party, in respect to all covenants, agreements, and obligations of the Agreement.

F. If the SUBCONTRACTOR and/or DEVELOPER breach any term of this Agreement or any addendum hereto, then GOVERNMENT is entitled to pursue legal action against both SUBCONTRACTOR and/or DEVELOPER, to the fullest extent of the law, including but not limited to: termination of the Agreement; disgorgement of all funds provided to SUBCONTRACTOR pursuant to this Agreement; specific performance; injunctive relief; and a civil action for monetary damages. The parties agree that any waiver of a term in this Agreement shall not constitute an ongoing waiver of that term, nor shall it be interpreted as a waiver of any other terms of this Agreement. Further, the GOVERNMENT'S failure to act with respect to a breach does not waive its right to act with respect to subsequent or similar breaches.

G. Any notices, consents, waivers or other communications required or permitted to be given under the terms of this Agreement must be in writing and will be deemed to have been delivered: (i) upon receipt, when delivered personally to the individuals identified below; (ii) upon receipt, when sent by email (provided confirmation of transmission is mechanically or electronically generated and kept on file by the sending party) to the email addresses identified below; or (iii) when delivered or mailed by certified mail, postage prepaid, or return receipt requested to the addresses set forth below.

Notices required by this Agreement shall be sent to:

Charlie Lanter
Commissioner of Housing Advocacy and Community Development
200 E. Main Street, Lexington, KY 40507
clanter@lexingtonky.gov
CONTACT FOR GOVERNMENT

Darryl Neher
CEO of Lexington Habitat for Humanity, Inc.
700 East Loudon Avenue
Lexington, KY 40505
darryln@lexhabitat.org
CONTACT FOR DEVELOPER AND SUBCONTRACTOR

H. All headings in this Agreement are for convenience of reference only and are not intended

to qualify the meaning of any provision of this Agreement.

I. If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

J. This Agreement constitutes the entire agreement between the parties for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the parties relating to the GOVERNMENT'S allocation of funding to SUBCONTRACTOR.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK,
SIGNATURE PAGE TO FOLLOW

\

IN WITNESS WHEREOF, the parties executed this Agreement on the date above written.

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

_____
Linda Gorton, Mayor

ATTEST:

_____
Clerk of Urban County Council

LEXINGTON HABITAT FOR HUMANITY, INC.

_____
Darryl Neher, CEO of Lexington Habitat for Humanity, Inc.

COMMONWEALTH OF KENTUCKY)
) SCT
COUNTY OF FAYETTE)

The foregoing instrument was subscribed, sworn to, and acknowledged before me this the 22 day of ~~September~~ October, 2025, by Darryl Neher, as CEO of Lexington Habitat for Humanity, Inc., a Kentucky non-profit corporation.

_____
Notary Public, State At Large, Kentucky
My Commission Expires: 3/20/29
Commission Number: KYNP 98099

LHH TRANSFORMATION HOUSING AFFORDABILITY, LLC

_____
Darryl Neher, CEO of Lexington Habitat for Humanity, Inc., the Sole Member of LHH Transformation Housing Affordability LLC

COMMONWEALTH OF KENTUCKY)
) SCT
COUNTY OF FAYETTE)

The foregoing instrument was subscribed, sworn to, and acknowledged before me this the 22 day of ~~September~~ October, 2025, by Darryl Neher, as CEO of Lexington Habitat for Humanity, Inc., a Kentucky non-profit corporation, the Sole Member of LHH Transformation Housing Affordability, LLC

_____
Notary Public, State At Large, Kentucky
My Commission Expires: 3/20/29
Commission Number: KYNP 98099

EXHIBIT A (MOA)

EXHIBIT B (BUDGET)

4902-5825-7011, v. 1

Expense

STAFF**	Salary	FTE	Total
.25 Controller	$ 65,000.00	0.25	$ 16,250.00
.25 Director of Construction	$ 87,900.00	0.25	$ 21,975.00
.25 Director of People & Culture/Chief of S	$ 80,000.00	0.25	$ 20,000.00
.1 Director of Administration	$ 75,000.00	0.1	$ 7,500.00
.25 CEO	$ 157,000.00	0.25	$ 39,250.00
Total Staff			$ 104,975.00
FRINGE**			
21% of Salary (correct to your %)	$ 104,975.00	0.21	$ 22,044.75
			$ 127,019.75
		CAPPED ADMIN	$ 100,000.00

SUPPLIES**
Office Supplies

FACILITIES & EQUIPMENT**
Shared cost for office space/utilities
Computers/Phones/etc
Shared cost for IT expense/internet

CONTRACTUAL	
GC Contract (site work)	$ 5,825,000.00
Civil Architect/Engineer	$ 600,000.00
Environmental/Geotech Surveys	$ 30,000.00
3rd Party Inspections	$ 45,000.00
Compliance	$ 50,000.00
Site Maintenance	$ 25,000.00
Legal Fees	$ 50,000.00
Accounting (single audit)**	$ 25,000.00
INSURANCE	$ 50,000.00
ACQUISITION	
Purchse of property	$ 3,200,000.00
TOTAL	$ 10,000,000.00
ADMIN	$ 100,000.00
% ADMIN	1.00%

Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 1040-25

File ID:	1040-25	**Type:**	Agenda Item	**Status:**	Agenda Ready
Version:	2	**Contract #:**		**In Control:**	Grants and Special Programs
				File Created:	10/28/2025
File Name:	Request Council authorization to accept a federal award in the amount of $461,997 from the U.S. Department of Health and Human Services under the First Responders - Comprehensive Addiction and Recovery Support Services Act Grant Year 4 Continuation which			**Final Action:**	

Title: Authorization to accept a federal award in the amount of $461,997 from the U.S. Department of Health and Human Services under the First Responders - Comprehensive Addiction and Recovery Support Services Act Grant Year 4 Continuation (through September 2026) which will be used to reduce the number of overdose fatalities by facilitating access to naloxone through first responders and members of other key community sectors. Budget amendment in process. No matching funds are required. (L1040-25)(Combs-Marks/Allen-Bryant)

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	26 - Bluesheet Memo SAMHSA Year 4 Continuation, BA 13978, 5H79TI084804-04-NOA	**Enactment Number:**	
Deed #:		**Hearing Date:**	
Drafter:	Katrina James	**Effective Date:**	

History of Legislative File

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

Text of Legislative File 1040-25

Title

Authorization to accept a federal award in the amount of $461,997 from the U.S. Department of Health and Human Services under the First Responders - Comprehensive Addiction and Recovery Support Services Act Grant Year 4 Continuation (through September 2026) which will be used to reduce the number of overdose fatalities by facilitating access to naloxone through first responders and members of other key

community sectors. Budget amendment in process. No matching funds are required. (L1040-25)(Combs-Marks/Allen-Bryant)

Summary

Authorization to accept a federal award in the amount of $461,997 from the U.S. Department of Health and Human Services under the First Responders - Comprehensive Addiction and Recovery Support Services Act Grant Year 4 Continuation (through September 2026) which will be used to reduce the number of overdose fatalities by facilitating access to naloxone through first responders and members of other key community sectors. Budget amendment in process. No matching funds are required. (L1040-25)(Combs-Marks/Allen-Bryant)

Budgetary Implications: Yes

Advance Document Review:

Law: Yes, Completed by William Razor, 9/29/2025

Risk Management: N/A

Fully Budgeted: Budget amendment is in process.

Account Number:

This Fiscal Year Impact: $461,997

Annual Impact: $0

Project: SAMHSA_2026

Activity: FED_GRANT

Budget Reference: 2026

Current Balance: BA in process

MAYOR LINDA GORTON

LEXINGTON

THERESA REYNOLDS
DIRECTOR
GRANTS & SPECIAL PROGRAMS

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

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

DATE: **OCTOBER 24, 2025**

SUBJECT: **SAMHSA FY2022 First Responders – Comprehensive Addiction and Recovery Support Services Act Grant (FR-CARA22) Award for the Department of Social Services – Year 4 Continuation**

Request: Council authorization to accept a federal award in the amount of $461,997 from the U.S. Department of Health and Human Services under the First Responders - Comprehensive Addiction and Recovery Support Services Act Grant Year 4 Continuation which will be used to reduce the number of overdose fatalities by facilitating access to naloxone through first responders and members of other key community sectors. No matching funds are required.

Purpose of Request: The Division of Social Services submitted an application on April 5, 2022 to the U.S. Department of Health and Human Services requesting $1,999,988 under the First Responders - Comprehensive Addiction and Recovery Support Services Grant (FR-CARA). The U.S. Department of Health and Human Services awarded LFUCG $1,961,988 of grant funds over a four-year period for the Expanded First Responders and Community Partners Overdose Prevention Project (EFCPOPP). This authorization is to accept Year 4 Continuation of the four-year period. Grant funds will be used for the following activities:

- Fund a Project Coordinator;
- Make naloxone available to be carried and administered by first responders and members of other key community sectors;
- Train and provide resources for first responders and members of other key community sectors on carrying and administering naloxone;
- Continue working with community partners to facilitate admission to treatment or harm reduction services; and
- Establish processes and protocols for referrals to appropriate treatment and recovery communities to connect individuals receiving opioid reversal drugs to follow-up services.

What is the cost in this budget year and future budget years? $461,997 has been awarded for Year 4 for Fiscal Year 2026. $1,961,988 was awarded for the four-year period from September 30, 2022 through September 29, 2026. No matching funds are required. Funding for future budget years is dependent upon the availability of funding.

Are the funds budgeted? Budget amendment is in process to budget $461,997 for Year 4.

File Number: 1040-25

Director/Commissioner: Combs-Marks/Allen-Bryant

Search in Menu

LFUCG Budget Amendment Request Form

New Window | Help | Personalize Pag

Requester: Zawistowski,Marcie **Date:** 10/24/2025 **Status:** Pending Approval **Amend Nbr:** 13978

Business Unit: LFUCG **Journal Date:** 10/24/2025 **Budget Period:** 2026 **Bid:** ☐ **Admin Review:** ☐

Personnel, Operating & Capital Accounts

Personalize | Find | View 3 | First 1-11 of 11 Last

	Fund	Dept	Section	Account	Description	Amount	Division	Department	Journal ID
1	3190	606105	0001	63121	Non-Civil Service Salaries	62,656.00	THERESAM	059223	
2	3190	606105	0001	63152	Overtime-CERS	1,000.00	THERESAM	059223	
3	3190	606105	0001	63511	Pension Contributions	11,667.00	THERESAM	059223	
4	3190	606105	0001	63615	BP - UCG	5,058.00	THERESAM	059223	
5	3190	606105	0001	63621	FICA	3,873.00	THERESAM	059223	
6	3190	606105	0001	63622	Unemployment Insurance	30.00	THERESAM	059223	
7	3190	606105	0001	63624	Medicare Expense	999.00	THERESAM	059223	
8	3190	606105	0001	63625	Other Voluntary Benefits-UCG	123.00	THERESAM	059223	
9	3190	606105	0001	71299	Prof Svc - Other	123,918.00	THERESAM	059223	
10	3190	606105	0001	74102	Conferences and Other Training	7,490.00	THERESAM	059223	
11	3190	606105	0001	75101	Operating Supplies and Expense	245,183.00	THERESAM	059223	

Revenue Accounts

Personalize | Find | View All | First 1 of 1 Last

	Fund	Dept	Section	Account	Description	Amount	Division	Department	Journal ID
1	3190	606105	0001	44010	Intergovernmental - Federal	461,997.00	THERESAM	059223	

Project/Grant Revenue

Project/Grant Expenditures

Comments:

To establish grant budget for Substance Abuse and Mental Health Services Admin (SAMHSA_2026)

Net Amend Amt: 0.00

Submit for Approval

Save Add

Department of Health and Human Services
Substance Abuse and Mental Health Services Administration
Center for Substance Abuse Treatment

Notice of Award
FAIN# H79TI084804
Federal Award Date
09/23/2025

Recipient Information

1. Recipient Name
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
200 E MAIN ST
LEXINGTON, KY 40507

2. Congressional District of Recipient
06

3. Payment System Identifier (ID)
1610858140A1

4. Employer Identification Number (EIN)
610858140

5. Data Universal Numbering System (DUNS)
020428777

6. Recipient's Unique Entity Identifier
VM1GLHWZXA96

7. Project Director or Principal Investigator
Carmen Combs Marks

ccombs@lexingtonky.gov
859-258-3834

8. Authorized Official
Ms. Linda Gorton
mayor@lexingtonky.gov
859-258-3100

Federal Agency Information

9. Awarding Agency Contact Information
Linda Kim
Grants Specialist
linda.kim@samhsa.hhs.gov
240-276-1865

10. Program Official Contact Information
Javana Lovett
Program Official
javana.lovett@samhsa.hhs.gov
240-276-1099

Federal Award Information

11. Award Number
5H79TI084804-04

12. Unique Federal Award Identification Number (FAIN)
H79TI084804

13. Statutory Authority
Section 546 of the PH Act, 42 USC 290ee-1, as amended

14. Federal Award Project Title
Expanded First Responders and Community Partners Overdose Prevention Project (EFCPOPP)

15. Assistance Listing Number
93.243

16. Assistance Listing Program Title
Substance Abuse and Mental Health Services_Projects of Regional and National Significance

17. Award Action Type
Non-Competing Continuation

18. Is the Award R&D?
No

Summary Federal Award Financial Information	
19. Budget Period Start Date 09/30/2025 **– End Date** 09/29/2026	
20. Total Amount of Federal Funds Obligated by this Action	$461,997
20a. Direct Cost Amount	$499,997
20b. Indirect Cost Amount	$0
21. Authorized Carryover	
22. Offset	$38,000
23. Total Amount of Federal Funds Obligated this budget period	$499,997
24. Total Approved Cost Sharing or Matching, where applicable	$0
25. Total Federal and Non-Federal Approved this Budget Period	$499,997
26. Project Period Start Date 09/30/2022 **– End Date** 09/29/2026	
27. Total Amount of the Federal Award including Approved Cost Sharing or Matching this Project Period	$1,961,988

28. Authorized Treatment of Program Income
Additional Costs

29. Grants Management Officer - Signature
Rosalie Vega

30. Remarks

Acceptance of this award, including the "Terms and Conditions," is acknowledged by the recipient when funds are drawn down or otherwise requested from the grant payment system.

Version: 201 - 12/14/2023 2:33 PM | Generated on: 9/23/2025 12:02 AM

Award Number: 5H79TI084804-04
FAIN: H79TI084804
Program Director: Carmen Combs Marks

Project Title: Expanded First Responders and Community Partners Overdose Prevention Project (EFCPOPP)

Organization Name: LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

Authorized Official: Ms. Linda Gorton

Authorized Official e-mail address: mayor@lexingtonky.gov

Budget Period: 09/30/2025 – 09/29/2026
Project Period: 09/30/2022 – 09/29/2026

Dear Grantee:

The Substance Abuse and Mental Health Services Administration hereby awards a grant in the amount of $461,997 (see "Award Calculation" in Section I and "Terms and Conditions" in Section III) to LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT in support of the above referenced project. This award is pursuant to the authority of Section 546 of the PH Act, 42 USC 290ee-1, as amended and is subject to the requirements of this statute and regulation and of other referenced, incorporated or attached terms and conditions.

Award recipients may access the SAMHSA website at www.samhsa.gov (click on "Grants" then SAMHSA Grants Management), which provides information relating to the Division of Payment Management System, HHS Division of Cost Allocation and Postaward Administration Requirements. Please use your grant number for reference.

Acceptance of this award including the "Terms and Conditions" is acknowledged by the grantee when funds are drawn down or otherwise obtained from the grant payment system.

If you have any questions about this award, please contact your Grants Management Specialist and your Government Project Officer listed in your terms and conditions.

Sincerely yours,
Rosalie Vega
Grants Management Officer
Division of Grants Management
Rosalie.Vega@samhsa.hhs.gov
See additional information below

SECTION I – AWARD DATA – 5H79TI084804-04

Award Calculation (U.S. Dollars)	
Personnel(non-research)	$62,656
Fringe Benefits	$22,750
Travel	$7,490
Supplies	$283,183
Contractual	$99,998
Other	$23,920
Direct Cost	$499,997
Approved Budget	$499,997
Federal Share	$499,997
Less Unobligated Balance	$38,000
Cumulative Prior Awards for this Budget Period	$0
AMOUNT OF THIS ACTION (FEDERAL SHARE)	$461,997

SUMMARY TOTALS FOR ALL YEARS	
YR	**AMOUNT**
4	$461,997

Note: Recommended future year total cost support, subject to the availability of funds and satisfactory progress of the project.

Fiscal Information:

CFDA Number:	93.243
EIN:	1610858140A1
Document Number:	22TI84804A
Fiscal Year:	2025

IC	**CAN**	**Amount**
TI	C96N707	$461,997

IC	CAN	2025
TI	C96N707	$461,997

TI Administrative Data:
PCC: FRCARA22 / **OC:** 4145

SECTION II – PAYMENT/HOTLINE INFORMATION – 5H79TI084804-04

Payments under this award will be made available through the HHS Payment Management System (PMS). PMS is a centralized grants payment and cash management system, operated by the HHS Program Support Center (PSC), Division of Payment Management (DPM). Inquiries regarding payment should be directed to: The Division of Payment Management System, PO Box 6021, Rockville, MD 20852, Help Desk Support – Telephone Number: 1-877-614-5533.

The HHS Inspector General maintains a toll-free hotline for receiving information concerning fraud, waste, or abuse under grants and cooperative agreements. The telephone number is: 1-800-HHS-TIPS (1-800-447-8477). The mailing address is: Office of Inspector General, Department of Health and Human Services, Attn: HOTLINE, 330 Independence Ave., SW, Washington, DC 20201.

SECTION III – TERMS AND CONDITIONS – 5H79TI084804-04

This award is based on the application submitted to, and as approved by, SAMHSA on the above-title project and is subject to the terms and conditions incorporated either directly or by reference in the following:

a. The grant program legislation and program regulation cited in this Notice of Award.
b. The restrictions on the expenditure of federal funds in appropriations acts to the extent those restrictions are pertinent to the award.
c. 45 CFR Part 75 as applicable.
d. The HHS Grants Policy Statement.
e. This award notice, INCLUDING THE TERMS AND CONDITIONS CITED BELOW.

Treatment of Program Income:
Use of program income – Additive: Recipients will add program income to funds committed to the project to further eligible project objectives. Sub-recipients that are for-profit commercial organizations under the same award must use the deductive alternative and reduce their subaward by the amount of program income earned.

SECTION IV – TI SPECIAL TERMS AND CONDITIONS – 5H79TI084804-04

REMARKS

Federal Terms and Conditions for SAMHSA Grant Awards

This document outlines the federal terms and conditions applicable to your Substance Abuse and Mental Health Services Administration (SAMHSA) grant award. Please review these requirements carefully to ensure compliance throughout the life of the award.

Prohibited Uses of Grant Funds in Harm Reduction Activities
SAMHSA recipients are strictly prohibited from using Federal funds, directly or indirectly, including through cost-sharing, matching funds, or subsequent reimbursement, to support so-called "harm reduction" or "safe consumption" efforts that facilitate illegal drug use.

Specifically, grant funds must not be used to purchase, distribute, or otherwise support the provision of drug paraphernalia as defined by applicable law. This includes, but is not limited to, syringes, needles, pipes, or other supplies used for the injection, inhalation, or ingestion of illicit drugs. Funds are also prohibited from being used for sterile water, saline, or ascorbic acid when intended to facilitate drug use. While these prohibitions are in effect, this does not preclude the use of grant funds for legally permissible supplies and activities that align with evidence-based practices, such as the provision of naloxone or nalmefene, fentanyl or other drug test strips, or the facilitation of referrals to treatment.

Failure to comply with any of these terms and conditions, as well as the HHS Federal grant regulations, may result in one or more enforcement actions. These actions can include the suspension or termination of the award, the withholding of future payments, and the recoupment of any misused funds. For more information on this new policy, please review the recent notice from Principal Deputy Assistant Secretary, Art Kleinschmidt, Ph.D., found on our website at Dear Colleague Letter: Executive Order on Ending Crime and Disorder on America's Streets.

Antidiscrimination Compliance Requirement
By applying for or accepting federal funds from HHS, recipients certify compliance with all federal antidiscrimination laws and these requirements and that complying with those laws is a material condition of receiving federal funding streams. Recipients are responsible for ensuring subrecipients, contractors, and partners also comply.

Title IX Compliance Requirement
By accepting this award, including the obligation, expenditure, or drawdown of award funds, recipient certifies as follows:

- Recipient is compliant with Title IX of the Education Amendments of 1972, as amended, 20 USC 1681 et seq., including the requirements set forth in Presidential Executive Order 14168 titled

Defending Women From Gender Ideology Extremism and Restoring Biological Truth to the Federal Government, and Title VI of the Civil Rights Act of 1964, 42 USC 2000d et seq., and Recipient will remain compliant for the duration of the Agreement.

- The above requirements are conditions of payment that go the essence of the Agreement and are therefore material terms of the Agreement.
- Payments under the Agreement are predicated on compliance with the above requirements, and therefore Recipient is not eligible for funding under the Agreement or to retain any funding under the Agreement absent compliance with the above requirements.
- Recipient acknowledges that this certification reflects a change in the government's position regarding the materiality of the foregoing requirements and therefore any prior payment of similar claims does not reflect the materiality of the foregoing requirements to this Agreement.
- Recipient acknowledges that a knowing false statement relating to Recipient's compliance with the above requirements and/or eligibility for the Agreement may subject Recipient to liability under the False Claims Act, 31 USC 3729, and/or criminal liability, including under 18 USC 287 and 1001.

1. Budget and Funding Overview - Offset Award

Award Approval

- This Notice of Award (NoA) conditionally approves the revised budget submitted on **09/03/2025**.
- This award reflects offset funding due to a review of progress.
    - Refer to page 1, **Line 23 - TOTAL AMOUNT OF FEDERAL FUNDS OBLIGATED THIS BUDGET PERIOD** for the amount authorized to spend this budget period.

Budget Period Compliance

- Recipients must ensure that funds are spent within the 12-month budget period specified in the Notice of Award (NoA) according to the approved budget.

2. Regulatory Requirements

Applicable Regulatory Provisions

- Prior to October 1, 2025, this award is subject to 45 CFR 75 except for eight flexibilities from 2 CFR 200 adopted by HHS on October 1, 2024, in Federal Register Notice 89 FR 80055. Starting on October 1, 2025, this award will be subject to any applicable provisions of 2 CFR 200 and 2 CFR 300.

Termination

- Prior to October 1, 2025, this award is subject to the termination provisions at 45 CFR 75.372. Starting on October 1, 2025, this award is subject to the termination provisions at 2 CFR 200.340. Pursuant to 2 CFR 200.340, the recipient agrees by accepting this award that continued funding for the award is contingent upon the availability of appropriated funds, recipient satisfactory performance, compliance with the Terms and Conditions of the award, and to the extent authorized by law, a decision by the agency that the award continues to effectuate program goals or agency priorities.

Compliance with Court Orders

- Any term or condition in this NoA, including those incorporated by reference, that HHS is enjoined by court order from imposing or enforcing shall not apply or be enforced as to any recipient or subrecipient to which that court order applies and while that court order is in effect.

Civil Rights Compliance Requirement

- The Applicant hereby agrees that it will comply with Title VI of the Civil Rights Act of1964, as amended (codified at 42 USC 2000d et seq.), and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 80); Section 504 of the

Rehabilitation Act of 1973, as amended (codified at 29 USC 794), and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 84); Title IX of the Education Amendments of 1972, as amended (codified at 20 USC 1681 et seq.), and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 86); The Age Discrimination Act of 1975, as amended (codified at 42 USC 6101 et seq.), and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 91); and Section 1557 of the Patient Protection and Affordable Care Act, as amended (codified at 42 USC 18116), and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 92).

3. Key Personnel

Effort Limitations

- Total effort across all funding sources (federal and non-federal) for any individual may not exceed 100% level of effort.

Definition of Key Personnel

- Key Personnel are essential staff or consultants/subrecipients who must be part of the project regardless of whether they receive a salary or compensation from the project.

Designated Key Personnel

- For this program, the following role(s) are designated as Key Personnel:
  - ***Project Director (PD)***
  - ***Evaluator***
- The identified PD for this program is listed in item #7 Project Director or Principal Investigator on the cover page of the NoA. If the individual identified on the NoA is incorrect, you must submit a post-award amendment for a change in Key Personnel via eRA Commons.

Key Personnel Changes Requiring Approval
Any changes to Key Personnel, including:

- The proposal of new staff in a Key Personnel role, or
- A separation from the project for three months or longer, or
- A reduction in effort of 25% or more

Note: Hiring Key Personnel before receiving formal approval is at the recipient's own risk.

4. Reporting Requirements

All reports must be submitted by the deadlines outlined below. Late submissions may result in additional consequences, including denial of future funding or unilateral project closeout.

A. Federal Financial Report (FFR/SF-425)

- **Due:** Annually, no later than 90 days after the end of each budget period
- **Submission Method:** Via the Payment Management System (PMS)
- **Requirements:**
  - Recipients must request appropriate PMS user access
  - Reports sent by email or uploaded to eRA Commons will not be accepted
  - See Instructions for FFR Submission

B. Programmatic Progress Report (PPR)

- **Due:** Annually, no later than 90 days after the end of each budget period
- **Submission Method:** Via eRA Commons

- **Content Must Include:**
    - Performance measure data and evaluation results
    - Summary of key accomplishments
    - Description of changes made during the budget period
    - Challenges encountered and actions taken to address them

C. Final Reports (for Closeout)

- **Due:** Within 120 days after the project period ends
- **Required Reports:**
    - Final Federal Financial Report (Final FFR/SF-425) via PMS
    - Final Progress Report (FPR) via eRA Commons
    - Tangible Personal Property Report (Final TPPR Report SF-428-B and SF-428-S, as applicable) via eRA Commons
- **Consequences for Failure to Submit Acceptable Final Reports:**
    - Unilateral closeout by SAMHSA
    - Reporting recipient's material failure to comply with the terms and conditions of the Federal award in SAM.gov (Responsibility/Qualification Records)
    - Impact on eligibility for future federal funding or other enforcement actions as appropriate (refer to 45 CFR 75.371, 2 CFR 200.339)
- **Closeout Liquidation Period:**
    - All obligations must be liquidated no later than 120 days after the project period end date
    - After one hundred twenty (120) days, the PMS account is automatically locked. SAMHSA does not approve payment requests after the one hundred twenty (120) day liquidation of obligations period; late drawdown requests occurring after the 120 days will be denied.
- Additional closeout information and instructions on submitting reports are available at SAMHSA Grant Closeout

5. Government Performance and Results Act (GPRA) Compliance

GPRA tools are being updated to comply with Presidential Executive Orders.

6. Financial Management Standards

Recipients must maintain financial systems that:

- Track sources and uses of federal funds
- Compare actual expenditures to approved budgets
- Keep federal funds separate from other funds (no commingling)
- Ensure that all costs charged to awards are:
    - Allowable
    - Allocable
    - Reasonable
    - Necessary
    - Consistently applied in accordance with **2 CFR Part 200** and **45 CFR Part 75**

7. Consequences for Noncompliance

Failure to comply with terms and conditions may result in:

- Withholding of payments

- Disallowance of costs
- Suspension or termination of the award: In accordance with the Notice of Funding Opportunity (NOFO), 2 CFR Part 200 and 45 CFR Part 75
- Denial of future funding: Remedies for noncompliance are governed by 45 CFR 75.371 and 75.372

8. Post Award Amendments and Responses

All responses to award terms and post award amendment requests must be submitted in eRA Commons. For instructions, see SAMHSA Post Award Amendments.

9. Standard Terms and Conditions

The current HHS Grants Policy Statement (GPS) took effect July 24, 2025. Recipients are required to comply with the HHS GPS. A revised HHS GPS will take effect beginning on October 1, 2025, and will supersede the current GPS.

Your organization must comply with the **Standard Terms and Conditions** for the Fiscal Year in which your grant was awarded. Access: SAMHSA Standard Terms and Conditions.

All previous terms and conditions remain in effect until specifically approved and removed by the Grants Management Officer.

SPECIAL CONDITIONS

Revised Detailed Budget with Justification

By **10/30/2025**, submit the following via eRA Terms Tracker:

1. **Revised Detailed Budget with Justification:** Revise the budget to address the following:

   C. Travel @ $7,490: Clarify your justification for this cost separating local travel needs in -04 from those specific travel-related costs for the Rx Summit event in -04. Note that rates must reflect your own written travel policies or GSA rates.

   E. Supplies, Other Operating @ $9,329: Revise "Other Operating" with a direct identification of each cost and justification. Remove laptop and tablet costs which are one-time expenses requested at the beginning of the grant performance period and reallocate funds elsewhere as needed for grant execution in the final year.

   F. Contractual, Fringe Benefits @ $16,325: (*as a reference, please see your 03/25/25 special condition submission for the current -03 budget*) In each narrative field, explain the Fixed/Lump Sum amounts including how the amounts charged to this grant has been determined.

All responses to award terms and conditions must be submitted as PDF documents in eRA Commons. For more information on how to respond to tracked terms and conditions please refer to https://www.samhsa.gov/grants/grants-training-materials under heading *How to Respond to Terms and Conditions.*

Staff Contacts:

Javana Lovett, Program Official
Phone: 240-276-1099 **Email:** javana.lovett@samhsa.hhs.gov

Linda Kim, Grants Specialist

Phone: 240-276-1865 **Email:** linda.kim@samhsa.hhs.gov

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 1042-25

File ID:	1042-25	**Type:**	Agenda Item	**Status:**	Agenda Ready
Version:	1	**Contract #:**		**In Control:**	Water Quality
				File Created:	10/30/2025
File Name:	SCADA Citect/Historian Support for DWQ			**Final Action:**	

Title: Authorization to approve a purchase of SCADA Citect/Historian Support through November 30, 2026 for the Division of Water Quality Operations from ATR Automation, a sole source provider, located at Town Branch WWTP, West Hickman WWTP and Pump Stations located throughout the service area in the amount of $61,171.90. Funds are budgeted. (L1042-25) (Martin/Albright)

Notes:

Sponsors:

Enactment Date:

Attachments: Blue Sheet Memo SCADA, 251024 Wonderware and Citect Premium Renewal Quote - Lexington-Fayette UCG Town Branch WWTP, 251024 Wonderware and Citect Premium Renewal Quote - Lexington-Fayette UCG, ATR 2025 Sole Source

Enactment Number:

Deed #:

Hearing Date:

Drafter: Christina King/Jennifer Edwards

Effective Date:

History of Legislative File

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

Text of Legislative File 1042-25

Title

Authorization to approve a purchase of SCADA Citect/Historian Support through November 30, 2026 for the Division of Water Quality Operations from ATR Automation, a sole source provider, located at Town Branch WWTP, West Hickman WWTP and Pump Stations located throughout the service area in the amount of $61,171.90. Funds are budgeted. (L1042-25)(Martin/Albright)

Summary

Authorization to approve a purchase of SCADA Citect/Historian Support through November 30, 2026 for the Division of Water Quality Operations from ATR Automation, a sole source provider, located at Town Branch WWTP, West Hickman WWTP and Pump Stations

located throughout the service area in the amount of $61,171.90. Funds are budgeted.
(L1042-25)(Martin/Albright)
Budgetary Implications [select]: Yes
Advance Document Review:

Law: Yes Todd Henning 10/29/25

Risk Management: No

Fully Budgeted [select]: Yes
Account Number: 4002-303401-3401-76102
This Fiscal Year Impact: $61,171.90
Annual Impact: $
Project:
Activity:
Budget Reference:
Current Balance: overall operating funds to cover

MAYOR LINDA GORTON

LEXINGTON

CHARLES H. MARTIN, P.E.
DIRECTOR
WATER QUALITY

TO: Mayor Linda Gorton
Urban County Council

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

DT: October 28, 2025

RE: SCADA Citect/Historian Support for The Division of Water Quality Operations from ATR Automation.

Request

The purpose of this memorandum is to request approval of a purchase of SCADA Citect/Historian Support, through November 2026, for The Division of Water Quality Operations from ATR Automation, the Sole Source provider for the SCADA installed at Town Branch WWTP, West Hickman WWTP and Pump Stations located throughout the service area.

Purpose of Request

SCADA allows for the monitoring and control of both Town Branch and West Hickman Wastewater Plants and for monitoring of over eighty (80) pump stations locations throughout the service area. This purchase provides for the continued maintenance and support of the software associated with those systems.

Project Cost in FY26 budget year and future budget years

The cost for the Division of Water Quality for SCADA maintenance is $61,171.90. The funds are budgeted in 4002-303401-3401-76102.

Director/Commissioner
Martin/Albright

ATR Distributing Co, Inc.
11857 Kemper Springs
Cincinnati, Ohio 45240
513-353-1800

October 24, 2025

Jennifer Day
Lexington-Fayette UCG Town Branch WWTP
301 Jimmie Campbell Dr
Lexington, KY 40504

Quote Number: 251024CRB Wonderware/Citect Customer First Renewal – Lexington-Fayette UCG Town Branch WWTP

Jennifer,

I am pleased to submit this quote in reference to the Wonderware Customer First and Citect Programs for Lexington-Fayette UCG. The existing agreements will expire on 11/30/25. The pricing for renewal is based on a percentage of the total list price value of all the licenses at the site. Below is the quote for their Aveva Customer First Support to make the agreements current until 11/30/26:

Item	Qty	Part Number	List Price Each	Extended Price
AVEVA Customer First Program Premium Level Agreement • Site ID: 280571 • Customer First Number: 137489 • 5% Volume Renewal Discount applied	1	CF-PREMIUM-R-HST	$10,040.55	$10,040.55
AVEVA Customer First Program Premium Level Agreement • Site ID: 280571 • Customer First Number: 137489 • 5% Volume Renewal Discount applied	1	CF-PREMIUM-R-WW	$508.25	$508.25
Customer FIRST - Plant SCADA - Premium Level Renewal • Citect Site ID: 59816 • 25% Volume Renewal Discount applied	1	CF-CIT-10-7002R	$21,091.50	$21,091.50
Cost				**$31,640.30**

With the Customer First Program they will receive:

Software Maintenance & Enhancements (Updates and version Upgrades)

- ❖ Access to software version upgrades, patches, service packs, and hot fixes

Live Technical Support via Telephone

Self-Service Web Support

- ❖ Access to state-of-the-art self-help tools via the web, including:
  - Robust online knowledgebase

- Rich library of TechNotes
- Technical Support Case Management
- Design and Development Guidance
- Wonderware Security Central
- Wonderware Developer Network

If you have any questions, please feel free to contact me at (800) 421-5253.

Sincerely,

Chris Bell
Sales Consultant
Office 513-353-1800 | **Desk** 513-353-5030
Site www.atrautomation.com
Email chrisbell@atrautomation.com
Address 11857 Kemper Springs Drive, Cincinnati, Ohio 45240

Quote is valid until 11/30/25. 10% fee applied on late renewals. Email PO to chrisbell@atrdist.com

Site information:

LICENSE DETAIL FOR CUSTOMER SITE ID: 280571 - CFA#: 137489		
SW Serial #	**Part #**	**Part Description**
2326289-0	HstStd-05-N-20	Historian 2020 Standard, 25000 Tag
2326290-0	AVCAL-11-N-19	AV CAL with MS CAL Runtime Single, SQL 2019 Std
2326291-0	AVCAL-11-N-19	AV CAL with MS CAL Runtime Single, SQL 2019 Std
2326292-0	AVCAL-11-N-19	AV CAL with MS CAL Runtime Single, SQL 2019 Std
2326293-0	AVCAL-11-N-19	AV CAL with MS CAL Runtime Single, SQL 2019 Std
2326294-0	AVCAL-11-N-19	AV CAL with MS CAL Runtime Single, SQL 2019 Std

LICENSE DETAIL FOR CUSTOMER SITE ID: 59816 - CFA#: RENEWAL			
SW Serial #	**Part #**	**Part Description**	**Users**
48045017	CT101199	Plant SCADA Server, Unlimited Points	1

48045017	CT102088	Plant SCADA Control Client, Redundant (floating)	4
48045017	CT102088	Plant SCADA Control Client, Redundant (floating)	8
48045017	CT103088	Plant SCADA View-only Client, Redundant	2
48045017	CT103088	Plant SCADA View-only Client, Redundant	4
48053088	CT101199	Plant SCADA Server, Unlimited Points	1
48053088	CT102099	Plant SCADA Control Client, Unlimited Points	4
48053088	CT102099	Plant SCADA Control Client, Unlimited Points	8
48053088	CT103099	Plant SCADA View-only Client, Unlimited Points	4
48053088	CT103099	Plant SCADA View-only Client, Unlimited Points	2

ATR Distributing Co, Inc.
11857 Kemper Springs
Cincinnati, Ohio 45240
513-353-1800

October 24, 2025

Jennifer Day
Lexington-Fayette UCG
301 Jimmie Campbell Dr.
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AVEVA Customer First Program Premium Level Agreement • Site ID: 280571 • Customer First Number: 137496 • 5% Volume Renewal Discount applied	1	CF-PREMIUM-R-WW	$508.25	$508.25
Customer FIRST - Plant SCADA - Premium Level Renewal • Citect Site ID: 59815 • 10% Volume Renewal Discount applied	1	CF-CIT-10-7002R	$18,982.80	$18,982.80
Cost				**$29,531.60**

With the Customer First Program they will receive:

Software Maintenance & Enhancements (Updates and version Upgrades)

- Access to software version upgrades, patches, service packs, and hot fixes

Live Technical Support via Telephone

Self-Service Web Support

- Access to state-of-the-art self-help tools via the web, including:
  - Robust online knowledgebase
  - Rich library of TechNotes

ATR Distributing Co, Inc.
11857 Kemper Springs
Cincinnati, Ohio 45240
513-353-1800

- Technical Support Case Management
- Design and Development Guidance
- Wonderware Security Central
- Wonderware Developer Network

If you have any questions, please feel free to contact me at (800) 421-5253.

Sincerely,

Chris Bell
Sales Consultant
Office 513-353-1800 | **Desk** 513-353-5030
Site www.atrautomation.com
Email chrisbell@atrautomation.com
Address 11857 Kemper Springs Drive, Cincinnati, Ohio 45240

Pricing is valid thru 11/30/25. 10% fee added to late renewals.

Site information:

LICENSE DETAIL FOR CUSTOMER SITE ID: 280571 - CFA#: 137489		
SW Serial #	**Part #**	**Part Description**
2326289-0	HstStd-05-N-20	Historian 2020 Standard, 25000 Tag
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2326291-0	AVCAL-11-N-19	AV CAL with MS CAL Runtime Single, SQL 2019 Std
2326292-0	AVCAL-11-N-19	AV CAL with MS CAL Runtime Single, SQL 2019 Std
2326293-0	AVCAL-11-N-19	AV CAL with MS CAL Runtime Single, SQL 2019 Std
2326294-0	AVCAL-11-N-19	AV CAL with MS CAL Runtime Single, SQL 2019 Std

LICENSE DETAIL FOR CUSTOMER SITE ID: 59815 - CFA#: RENEWAL			
SW Serial #	**Part #**	**Part Description**	**Users**
48076617	CT101199	Plant SCADA Server, Unlimited Points	1
48076617	CT102088	Plant SCADA Control Client, Redundant (floating)	6
48076617	CT102088	Plant SCADA Control Client, Redundant (floating)	1

48076617	CT103088	Plant SCADA View-only Client, Redundant	6
48076618	CT101199	Plant SCADA Server, Unlimited Points	1
48076618	CT102099	Plant SCADA Control Client, Unlimited Points	6
48076618	CT102099	Plant SCADA Control Client, Unlimited Points	1
48076618	CT103099	Plant SCADA View-only Client, Unlimited Points	6

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 Jennifer Edwards Division/Dept Water Quality

Phone 859-425-2545 Email jday@lexingtonky.gov

Type of Purchase: ☐ Goods/Materials/Equipment ☑ Services

Cost: $61,171.90

Sole Source Request for the Purchase of: Wonderware/Citect/Historian support for Division of Water Quality

☑ 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 ATR Distributing Co, INC.

Contact Name Chris Bell

Address 11857 Kemper Springs, Cincinnati, OH, 45240

Phone 513-353-1800 Email chrisbell@atrautomation.com

STATEMENT OF NEED: (Add additional pages as needed)

JUSTIFICATION FOR SOLE SOURCE CERTIFICATION

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

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

This is annual software support for Citect/Historian that is used in SCADA at the Division of Water Quality.

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:

-

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.).**

Contacted the software manufacturer and they told us that support must go through ATR Automation.

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.)

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

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 1043-25

File ID:	1043-25	**Type:**	Agenda Item	**Status:**	Agenda Ready
Version:	1	**Contract #:**		**In Control:**	Environmental Quality
				File Created:	10/30/2025
File Name:	KYTC Land Transfer Agreement - Oliver Lewis Way/Manchester St (subset of Parcel 402)			**Final Action:**	

Title: Authorization to execute an agreement with the Kentucky Transportation Cabinet to accept approximately 0.217 acres, near the intersection of KY 922 (Oliver Lewis Way) and Manchester Street, identified as state right of way, a subset of Parcel 402. No budgetary impact. (L1043-25)(Albright)

Notes: Application containing signature from KYTC to follow.

Sponsors:		**Enactment Date:**	
Attachments:	MEMO Old Cox St Land Transfer KYTC.pdf, Old Cox Street Application To Purchase with attachments - Parcel 402 (002).pdf, A Portion of Parcel 402 - legal description.docx	**Enactment Number:**	
Deed #:		**Hearing Date:**	
Drafter:	Mackenzie Holt	**Effective Date:**	

History of Legislative File

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

Text of Legislative File 1043-25

Title

Authorization to execute an agreement with the Kentucky Transportation Cabinet to accept approximately 0.217 acres, near the intersection of KY 922 (Oliver Lewis Way) and Manchester Street, identified as state right of way, a subset of Parcel 402. No budgetary impact. (L1043-25)(Albright)

Summary

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute an Agreement with the Kentucky Transportation Cabinet to accept approximately 0.217 acres, near the intersection of KY 922 (Oliver Lewis Way) and Manchester Street, identified as state right of way, a subset of Parcel 402. No budgetary impact.

Budgetary Implications [select]: NO

Advance Document Review:

Law: {Yes, Completed by Dave Barberie, 10/17/2025}

Risk Management: {NO}

Fully Budgeted [select]: N/A

Account Number: N/A

This Fiscal Year Impact: N/A

Annual Impact: N/A

Project: N/A

Activity: N/A

Budget Reference: N/A

Current Balance: N/A

MAYOR LINDA GORTON

LEXINGTON

NANCY ALBRIGHT
COMMISSIONER
ENVIRONMENTAL QUALITY & PUBLIC WORKS

TO: Mayor Linda Gorton
Honorable Members, Urban County Council

FROM: Nancy B. Albright, P.E.
Commissioner, Environmental Quality &
Public Works

DATE: October 30, 2025

SUBJECT: Land Transfer Agreement with Kentucky Transportation Cabinet
Oliver Lewis Way/Manchester St. (subset of Parcel 402)

Request:

Request Council authorization for the Mayor to execute an agreement with the Kentucky Transportation Cabinet (KYTC) to accept a tract of land, approximately 0.217 acres, near the intersection of KY 922 (Oliver Lewis Way) and Manchester Street, identified as state right of way, a subset of Parcel 402.

Purpose:

KYTC has determined this tract of land to be surplus property and has offered to transfer the lot to LFUCG at no cost to the government.

Budgetary Implication:

There is no budgetary impact.

File Number: 1043-25

Commissioner: Albright

APPLICATION TO PURCHASE STATE RIGHT OF WAY

INSTRUCTIONS:

A. The Applicant is required to provide, at his expense, the following attachments to this Application to Purchase State Right of Way.
   1. A copy of the Applicant's deed to the property fronting and adjacent to the application area.
   2. A copy of the Commonwealth's deed to the right of way requested.
   3. A typed bearing and distance legal description of the application area to be submitted in both hardcopy and electronic Word format.
   4. Two (2) stamped/signed copies of a land surveyor's plat, 8 ½ " x 14" in size, showing the application area along with the applicant's adjacent property lines to establish that the applicant is the fronting adjacent property owner. The plat is to meet the minimum standards as per the attached sample plat and requirements. All survey work shall be staked in the field.
   5. Sufficient color photographs to show the entire application area. Transportation Cabinet personnel will use these photographs to establish the condition of the application area at the time of your application to purchase state right of way, should you make improvements to the application area by means of an approved encroachment permit prior to preparation of an appraisal report.
   6. Two (2) sets of highway plan and profile sheets with the application area marked in yellow.
   7. A copy of your application for an encroachment permit if application has been made, and a copy of any approved permit issued as a result of your application.
   8. Two (2) sets of site plans, if development on the application area and/or the adjacent property will effect or alter the present topography, drainage or access points. The site plan may be substituted by submitting Transportation Cabinet Form TC 99-1(A), *Application for Encroachment Permit*, to begin the application process. (An approved permit may be required before property will be declared surplus.)
   9. Three (3) hard copies and one (1) PDF of an appraisal report prepared by an appraiser that has been prequalified by the Transportation Cabinet. **DO NOT** have the appraisal prepared until the Cabinet tentatively approves your request to purchase state right of way. The appraisal is to establish the contributory and entity value of the application area. The appraisal report must be accompanied by an Appraisal Summary Sheet approved by the KYTC Appraisal Branch Manager.

B. The application area will be appraised as to its entity value and its contributory value to the adjacent property, as outlined in the Cabinet's *Right of Way Guidance Manual*. You will be required to pay the higher of the two values.

C. Should you make any improvement to the application area prior to the date of the application, then these improvements will be reflected into the appraisal report.

D. Improvements made to the application area by means of an approved permit after the approval date of the permit, but prior to the appraisal report, will not be taken into consideration in establishing the appraised value. For appraisal purposes, the condition of the application area shall be established by the photographs cited in Item D of these instructions along with information contained in an approved encroachment permit.

E. All applications to purchase state right of way must be reviewed and approved by the District Office, Central Office, and may require the Federal Highway Administration or the Turnpike Authority of Kentucky, if applicable.

F. All sales of state-owned right of way are subject to approval of the Secretary of the Finance and Administration Cabinet and the Governor, pursuant to KRS 45A.

	APPLICANT SIGNATURE	**DATE**
☐ I have read and understand the instructions.		

APPLICATION TO PURCHASE STATE RIGHT OF WAY

SECTION 1: APPLICANT INFORMATION *(To be provided by applicant)*

NAME	EMAIL	PHONE
Lexington Fayette Urban County Govt.	mholt@lexingtonky.gov	859-258-3401

ADDRESS	CITY	STATE	ZIP
200 E. Main Street	Lexington	KY	40507

BUSINESS STATUS	MARITAL STATUS	
Government	☐ M ☐ S	If married, will survivorship clause be on deed? ☐ YES ☐ NO

LEGAL ENTITY	*If the applicant is a legal entity, provide the name and title of the authorized signatory.*	
☒ YES ☐ NO	**AUTHORIZED SIGNATORY**	**TITLE**
	Linda Gorton	Mayor

LOCATION OF THE PROPERTY DESIRED	INTENDED USE OF PROPERTY
(Provide address, mile point, or long./lat.) Being a tract of land lying in Fayette Co. near the intersection of KY 922 (Oliver Lewis Way) and Manchester St., approx. 0.10 miles north of MP 7.7 US 60, and more particularly … (see attached legal description & review photos with lat/long attached)	☐ Commercial ☐ Industrial ☐ Residential ☐ Agricultural ☒ Other *(specify)*:

	I certify I am the fronting adjacent property owner to the property herein requested; and,	☒ YES	☐ NO
1.	I acquired title to the adjacent property by deed dated N/A recorded in Deed Book Page .	☐ YES	☐ NO
2.	I have applied for or I intend to apply for an encroachment permit.	☐ YES	☐ NO
3.	I intend to begin work prior to completion of the appraisal.	☐ YES	☐ NO

ATTACHMENTS *(To be provided by applicant)*

- ☐ Copy of the deed referenced in question 1 above
- ☒ Copy of the Commonwealth's deed to the right of way being requested
- ☒ Typed legal description of the application area submitted in hard copy & electronic Word format
- ☒ Two (2) stamped and signed copies of a land surveyor's plate, 8½" x 14" in size, showing application area and applicant's property lines *(All surveying work must be staked in the field.)* Survey plat and Legal Description must reference KYTC Stations and offsets.
- ☒ Sufficient color photos to show the entire application area
- ☐ Copy of the permit application referenced in question 2 above *(Required only if YES is checked.)*
- ☐ Two (2) sets of site plans depicting the application area and/or the adjacent property on which development will affect or alter the present topography by drainage or access points.
- ☒ Two (2) sets of plan and profile sheets with the application area marked in Yellow.

AGREEMENT AND SIGNATURE

- ☐ I understand and agree that the required appraisal of the requested property will be prepared at my expense by an appraiser that has been prequalified by the Transportation Cabinet, and I hereby release the contents of any appraisal to the Transportation Cabinet for review, and also allow direct contact between the appraiser and the Cabinet requiring the contents and conclusions of the appraisal.
- ☐ I further agree and understand that all my right of way markers and right of way fencing will be replaced or relocated at my expense.
- ☒ I have read and accept all the requirements and conditions herein as my part of my application to purchase state-owned right of way and agree that I am bound by the same. I am not relying on any statements, verbal or otherwise, not contained herein.

APPLICANT SIGNATURE	DATE

APPLICATION TO PURCHASE STATE RIGHT OF WAY

APPLICATION TO PURCHASE STATE RIGHT OF WAY

SECTION 2: PROJECT IDENTIFICATION *(To be completed by District Property Management Agent)*

INSTRUCTIONS: Review application and attachments. Complete form TC 62-222, *District Checklist for Surplus Property Disposal.* Prior to valuation authorization, forward the completed application packet to Central Office for review.

COUNTY	ITEM NO.	PARCEL	NAME
PROJECT NO.	**FEDERAL NUMBER**		**PROJECT**
ROAD		**MILE POINT**	**ACCESS CONTROL**
			☐ By Permit ☐ Partial ☐ Full

SECTION 3: ACQUISITION INFORMATION & APPROVAL *(To be completed by District Right of Way Section)*

NOTE: All information must be provided OR marked as not applicable.

ACQUISITION COST			DEED BOOK	PAGE	DATE
$0.00	☐ Per Acre	☐ Per Sq. Ft.			

REASON ACQUIRED:

REASON NO LONGER REQUIRED:

APPROVAL SIGNATURE *(Chief District Engineer)*	DATE

NOTES:

Mailed
James A. Shuffett
7-29-82

DEED OF CONVEYANCE BOOK 1296 PAGE 691

THIS DEED CONVEYANCE AND INDENTURE, made and entered into this 5th day of April, 1982, by and between the Commonwealth of Kentucky, acting by and through George E. Fischer, Secretary, Cabinet for Finance and Administration (Commonwealth) and the LEXINGTON CENTER CORPORATION, a Kentucky nonprofit corporation, serving as an agency and instrumentality of the Lexington-Fayette Urban County Government, Fayette County, Kentucky (Grantee).

WHEREAS, the real property herein described and conveyed was acquired with funds appropriated by the General Assembly of Kentucky to the Local Convention Community Center and Recreation Fund (LCC Fund); and,

WHEREAS, the purchase of subject property was authorized by orders of the then Secretary of Finance (now Secretary for Finance and Administration) by Official Orders Numbered 77-252 and 78-123; and,

WHEREAS, that under the original guidelines title to property acquired by the Commonwealth in furtherance of LCC Fund projects was to be conveyed to the local beneficiary upon completion of the project; and,

WHEREAS, the Lexington Center project is now complete; and,

WHEREAS, Secretary of the Cabinet for Finance and Administration having been duly advised has determined that conveyance of the subject property to Grantee is consistent with the underlying purposes and guidelines governing LCC Fund projects;

NOW, THEREFORE, for and in consideration of these premises and subject to the conditions set forth hereinafter, and for no monetary consideration, the Commonwealth hereby grants, assigns and conveys to Grantee, its successors and assigns, the following described real property

located in Lexington, Fayette County, Kentucky, consisting of a warehouse storage building and a parking lot consisting of 11.62 acres, more or less, located adjacent to the Rupp Arena portion of the Lexington Center property, and being more particularly described as follows:

TRACT NO. 1

Beginning at the intersection of the south right-of-way line of Vine Street and the west right-of-way line of Patterson Street; thence parallel to the right-of-way of Patterson Street, South 48° 30' 27" West, 126.50 feet to a point in Willie Hurst line; thence North 41° 01' 56" West, 222.94 feet; thence South 48° 58' 04" West, 1.50 feet; thence North 41° 01' 56" West, 139.14 feet to the west right-of-way of Merino Street; thence with the west right-of-way of Merino Street, South 48° 49' 34" West, 46.50 feet; thence leaving the right-of-way of Merino Street, North 58° 23' 00" West, 1,134.76 feet to a point in the north right-of-way line of Manchester Street and southerly property corner to Standard Oil Co.; thence with the Standard Oil property line, North 35° 38' 49" East, 171.06 feet, North 52° 08' 25" West, 87.18 feet to the east right-of-way of Cox Street (now closed); thence with the right-of-way of Cox Street (now closed), North 38° 01' 51" East, 144.19 feet to a point 10 feet south of existing L&N Track Number 54; thence along the south side of and 10 feet from and parallel to the centerline of Track Number 54, the following calls: South 62° 56' 41" East, 80.62 feet; southeasterly along a circular arch to the right (having a radius of 11,449.16), 191.73

feet and being substended by a cord bearing South 62° 27' 34" East, with a distance of 191.73 feet; South 61° 58' 47" East, 413.35 feet; southeasterly along a circular arc to the right (having a radius of 562.96 feet), 165.27 feet and being substended by a cord bearing South 53° 34' 10" East, with a distance of 164.67 feet; South 45° 09' 32" East, 226.96 feet; southeasterly along a circular arc to the left (having a radius of 2,874.79 feet), 117.47 feet and being substended by a cord bearing South 46° 19' 47" East, with a distance of 117.46 feet; South 47° 30' 01" East, 45.36 feet; southeasterly along a circular arc to the right (having a radius of 808.51 feet), 69.26 feet, and being substended by a cord South 45° 02' 48" East, with a distance of 69.24 feet; South 42° 35' 33" East, 6.26 feet to a point in the east right-of-way of Merino Street; thence South 48° 43' 21" West, 99.27 feet to a point in the south right-of-way of Vine Street; thence South 41° 01' 56" East, 332.19 feet to the point of beginning, containing ten and four hundred eighty-two thousandths (10.482) acres.

TRACT NO. 2

Beginning at a point in the west right-of-way line of Merino Street, 216.03 feet south of Main Street, being the south property corner of the Independent Baptist Church; thence with the right-of-way line of Merino Street, South 48° 43' 25" West, 19.46 feet; thence South 41° 16' 39" East, 27.42 feet to a point in the east right-of-way line of Merino Street; thence South 48° 43' 21" West, 22.60 feet to a point 10.00 feet north of existing

L&N Railroad Track Number 54; thence along the north side of Track Number 54 and a proposed wye track, 10.00 feet from and parallel to the centerline, with the following calls: North 42° 35' 33" West, 6.72 feet; northerly along a circular arc to the left (having a radius of 828.51 feet), 70.97 feet and being substended by a cord bearing North 45° 02' 48" West, with a distance of 70.95 feet; North 47° 30' 01" West, 45.36 feet; northerly along a circular arc to the right (having a radius of 2,854.79 feet), 116.66 feet, and being substended by a cord bearing North 46° 19' 47" West, with a distance of 116.65 feet; North 45° 09' 32" West, 226.96 feet; northerly along a circular arc to the left (having a radius of 582.96 feet), 171.14 feet, and being substended by a cord bearing North 53° 34' 10" West, with a distance of 170.52 feet; North 61° 58' 47" West, 11.31 feet; northerly along a circular arc to the right (having a radius of 476.43 feet), 59.47 feet and being substended by a cord bearing North 58° 24' 12" West, with a distance of 59.43 feet; North 54° 49' 37" West, 584.68 feet to a point in the east right-of-way line of Cox Street (now closed); thence with the right-of-way line of Cox Street (now closed), North 44° 49' 45" East, 31.82 feet; thence South 46° 49' 44" East, 94.38 feet; thence South 55° 47' 24" East, 242.08 feet; thence North 36° 08' 24" East, 40.00 feet; thence South 53° 51' 36" East, 343.10 feet; thence South 54° 24' 25" East, 150.63 feet; thence South 43° 49' 05" East, 102.71 feet; thence South 43° 31' 40" East, 91.27

feet; thence South 44° 38' 25" East, 247.86 feet to the point of beginning, containing one and three hundred five thousandths (1.305) acres.

TRACT NO. 3

Beginning at the intersection of the west right-of-way of Patterson Street and the north right-of-way of Manchester Street; thence N 41° 01' 56" W. 340.67 feet with the right-of-way of Manchester Street to a point in the east right-of-way of Merino Street; thence with said right-of-way of Merino Street N 48° 49' 34" E. 103.71 feet to a point in the property line of The Commonwealth of Kentucky; thence with said property line the following calls, S 41° 01' 56" E, 109.14 feet, N 48° 58' 04" E, 1.50 feet, S 41° 01' 56" E, 222.94 feet and, N 48° 30' 27" E, 87.64 feet to a point in the west right-of-way of Patterson Street; thence with the right-of-way of Patterson Street the following calls, S 41° 01' 56" E, 8.00 feet, and S 48° 30' 27" W, 192.85 feet to the point of beginning, containing eight hundred thirty-four thousandths (0.834) acres.

TRACT NO. 4

Beginning at the intersection of the west right-of-way of Merino Street and the north right-of-way of Manchester Street; thence N. 39° 44' 19" W. 153.34 feet with the north right-of-way of Manchester Street to a point in the property line of The Commonwealth of Kentucky, said point also being in the west right-of-way of Jefferson Street Viaduct; thence with the line of The Common-

wealth of Kentucky S 58° 23' 00" E, 160.48 feet to a point in the west right-of-way of Merino Street; thence with said right-of-way S 48° 49' 34" W 51.32 feet to the point of beginning, containing ninety thousandths (0.090) acres.

Tracts 1 and 2 being all or a portion of the same property acquired by the Commonwealth by deed from the Louisville Nashville Railroad Company dated June 9, 1977, recorded at Deed Book 1174, page 295, in the office of the Fayette County Clerk, and said Tracts 3 and 4 being all or a part of the same property conveyed to the Commonwealth by deed of conveyance from Geraldine Johnson Hurst, a single person, dated April 19, 1978, which is recorded at Deed Book 1196, page 98, in the office of the Fayette County Clerk.

This conveyance is subject to all reservations, restrictions, and off conveyances of record or apparent from visual inspection including, but not limited to, highways and bridges located on and over the premises.

This conveyance is further subject to the condition that if at any time before June 30, 2006, the property herein conveyed is not maintained or used for public purposes, or if said property is mortgaged or otherwise encumbered by grantee except as may be permitted or authorized by the provisions of KRS Ch. 58 as may be amended from time to time (dealing with mortgages in favor of bondholders) upon such breach, the Commonwealth shall have right of entry to said property and the Lexington Center Corporation, its successors or assigns, shall forthwith reconvey to the Commonwealth title to said property.

TO HAVE AND TO HOLD, the above described property and all appurtenances thereto belonging, unto Grantee, its successors and assigns forever, in fee simple subject to the conditions stated above with covenant of special warranty of title.

IN WITNESS WHEREOF, the signatures of the Commonwealth of Kentucky, acting by and through its statutory agent George E. Fischer, Secretary, Cabinet for Finance and Administration, as of the day and date first above written and of the Lexington Center Corporation, acting by and through William P. Jackson, President.

COMMONWEALTH OF KENTUCKY

By George E. Fischer
George E. Fischer, Secretary
Cabinet for Finance & Administration

THE LEXINGTON CENTER CORPORATION

By William P. Jackson
William P. Jackson, President
Lexington Center Corporation, a Kentucky corporation, on behalf of the Corporation

STATE OF KENTUCKY)
)
COUNTY OF FRANKLIN)

The foregoing Deed was acknowledged before me this 5th day of April, 1982, by George E. Fischer, Secretary, Cabinet for Finance and Administration, Commonwealth of Kentucky.

Patricia L. Wheeler
NOTARY PUBLIC
STATE-AT-LARGE

My Commission expires: July 24, 1985

STATE OF KENTUCKY)
)
COUNTY OF FAYETTE)

The foregoing Deed was acknowledged before me this 24th day of March, 1982, by William P. Jackson, President, Lexington Center Corporation.

Wanda F. Murphy
NOTARY PUBLIC
STATE-AT-LARGE

My Commission expires: 12-14-85

BOOK 1296 PAGE 698

EXAMINED:

Deputy General Counsel to the Governor

THIS CONVEYANCE IS APPROVED:

JOHN Y. BROWN, JR., GOVERNOR
COMMONWEALTH OF KENTUCKY

STATE OF KENTUCKY SCT.
COUNTY OF FAYETTE

I, DONALD W. BLEVINS, CLERK OF SAID COUNTY COURT HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT HAS BEEN DULY RECORDED IN Deed BOOK 1296 PAGE 691 IN MY SAID OFFICE.

DONALD W. BLEVINS, CLERK
BY D.C.

THIS DEED PREPARED BY:

Monte D. Gross, Attorney
Cabinet for Finance & Administration
Room 314, New Capitol Annex
Frankfort, Kentucky 40601
(502) 564-3027

TENDERED FOR RECORD
JUL 27 12 51 PM '82
DONALD W. BLEVINS CLERK
FAYETTE CO. KY.
BY D.C.

Notary

DEED OF CONVEYANCE PAGE 1

THIS DEED, effective as of July 16, 2009, between GERALD LUNDERGAN AND CHARLOTTE LUNDERGAN, husband and wife, of 1385 Pridemore Court, Lexington, Kentucky 40505, Grantors, and the COMMONWEALTH OF KENTUCKY, for the use and benefit of the TRANSPORTATION CABINET, DEPARTMENT OF HIGHWAYS, Frankfort, Kentucky 40622, *(in whose care the state and county tax bill for the 2010 calendar year may be sent),* Grantee;

WITNESSETH: That the said Grantors, in consideration of ***Two Hundred Eighty Thousand Dollars ($280,000.00)*** cash in hand paid, the receipt of which is hereby acknowledged, have bargained and do hereby sell, grant and convey to the Grantee, its successors and assigns forever, the following property and property rights, viz:

Parcel No. 402
Tract A

Being a tract of land lying in Fayette County at the intersection of Manchester Street and Newtown Pike and more particularly described as follows (the "Original Legal Description"):

Being at a point on the northeasterly right-of-way line of Manchester Street, said point being the southeasterly property corner of the 1.24 acre, more or less, tract of land shown on the building site record plat of Farmers Tobacco Warehouse No. 7, dated November, 1967, which property is also recorded in Deed Book 664, page 120, in the Fayette County Clerk's office; thence with said northeasterly right-of-way line of Manchester Street for two calls: South 55 deg. 27' 41" East 65.55 feet to a point and South 60 deg. 25' 03" East 95.00 feet to a point corner to the L & N Railroad, now or formerly; thence leaving the northeasterly right-of-way line of Manchester Street with the line of L & N Railroad, now or formerly, for two calls: North 33 deg. 25' 00" East 170.81 feet to a point and North 55 deg. 31' 43" West 175.20 to a point, said point being in the line of the aforementioned 1.24 acre, more or less, tract of land of the Farmers Tobacco Warehouse No. 7; thence with the line of said 1.24 acre, more or less, tract 28 deg. 40' 46" West 179.92 feet to the beginning, containing 0.68 acres, more or less, and being known and designated as 811 Manchester Street.

Being the same real property conveyed to Gerald Lundergan and Charlotte Lundergan, husband and wife, from S. & R. Holdings, Incorporated, recorded the 16th day of June, 2009, and being of record in Deed Book 2879, Page 0523, in the Office of the County Clerk of Fayette County, Kentucky

THE ABOVE DESCRIBED PROPERTY IS ALSO DESCRIBED AS FOLLOWS (the "New Legal Description"):

Beginning at a point in the existing right of way line of Cox Street 124.70 feet left of Newtown Pike Sta. 18+41.23; thence with said existing right of way line South 33 degrees 35 minutes 41 seconds West, 182.35 feet to a point 9.25 feet right of

RETURN TO PREPARER

Manchester Street Sta. 35+69.84; thence North 57 degrees 58 minutes 15 seconds West, 95.00 feet to a point 10.77 feet right of Manchester Street Sta. 36+64.21; thence North 49 degrees 29 minutes 58 seconds West, 65.55 feet to a point in the southwest property corner 24.85 feet right of Manchester Street Sta. 37+27.50; thence with said property corner North 31 degrees 34 minutes 43 seconds East, 179.72 feet to a point 38.46 feet right of Newtown Pike Sta. 18+73.66; thence South 55 degrees 31 minutes 43 seconds East, 87.49 feet to a point in the existing right of way line of Cox Street 47.32 feet left of Newtown Pike Sta. 18+56.47; thence with said existing right of way line South 55 degrees 31 minutes 43 seconds East, 78.89 feet to the point of beginning. The above described parcel contains 0.688 acre (29,982 square feet), more or less.

The acquisition of the right of way of this project was authorized by the Kentucky Department of Highways Official Order No. 104733. The proposed public road, Newtown Pike Extension Project, FD52 C034 6969303R; DPR 031 (001), Item No. 7-0593.40, the plans for which are on file in the office of the Department of Highways in Frankfort, Kentucky.

PROVIDED, HOWEVER, there is excepted from the foregoing warranty and covenants of title any portion of the property set forth in the New Legal Description, which is not included in the Original Legal Description, and Grantors do hereby remise, release, grant, convey and forever quitclaim unto the Grantee, its successors and assigns, forever, all of Grantors' right, title and interest or claim, if any, in and to any portion of the property set forth in the New Legal Description, which is not included in the Original Legal Description.

PROVIDED, HOWEVER, there is further excepted from the foregoing warranty and covenants of title and this conveyance is made subject to any easements and restrictions of record affecting said property, and taxes and assessments for the current year, which taxes and assessments and those of succeeding years, Grantee assumes and agrees to pay.

TO HAVE AND TO HOLD said property unto the Grantee, its successors and assigns, with all the rights and privileges thereunto belonging with the covenants of General Warranty.

IN TESTIMONY WHEREOF the Grantors have executed this Deed of Conveyance on this, the 9 day of FEB, 2011, but effective as of July 16, 2009.

Gerald Lundergan

Charlotte Lundergan

CERTIFICATE OF ACKNOWLEDGMENT

COMMONWEALTH OF KENTUCKY)
) ss.
COUNTY OF FAYETTE)

I, the undersigned, certify that the foregoing deed was produced before me in my said County and State and duly acknowledged by Gerald Lundergan and Charlotte Lundergan, husband and wife, grantors herein, to be their act and deed.

Witness my hand this 9th day of FEB, 2011.

Notary Public, State at Large, KY
My Commission Expires: 6-5-2012

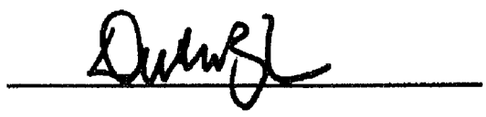
This Instrument Prepared By

Jon H. Johnson, Attorney
P.O. Box 347
Flemingsburg, KY 41041

MAIL ORIGINAL DEED TO:

JON H. JOHNSON
STAFF ATTORNEY III
DEPARTMENT OF HIGHWAYS
P.O. BOX 347
FLEMINGSBURG, KENTUCKY 41041

I, Donald W Blevins Jr, County Court Clerk of Fayette County, Kentucky, hereby certify that the foregoing instrument has been duly recorded in my office.



By: DOUG BRADLEY ,dc

201106290189

June 29, 2011 13:10:32 PM

Fees $17.00 Tax $280.00

Total Paid $297.00

THIS IS THE LAST PAGE OF THE DOCUMENT

4 Pages

201 - 204

A Portion of Parcel 402 – KYTC Item #7-593.40

From Deed Book 3016 - Page 201

Being a tract of land lying in Fayette County near the intersection of KY 922 (Oliver Lewis Way) and Manchester Street, approximately 0.10 miles north of MP 7.7 US 60, and more particularly as follows:

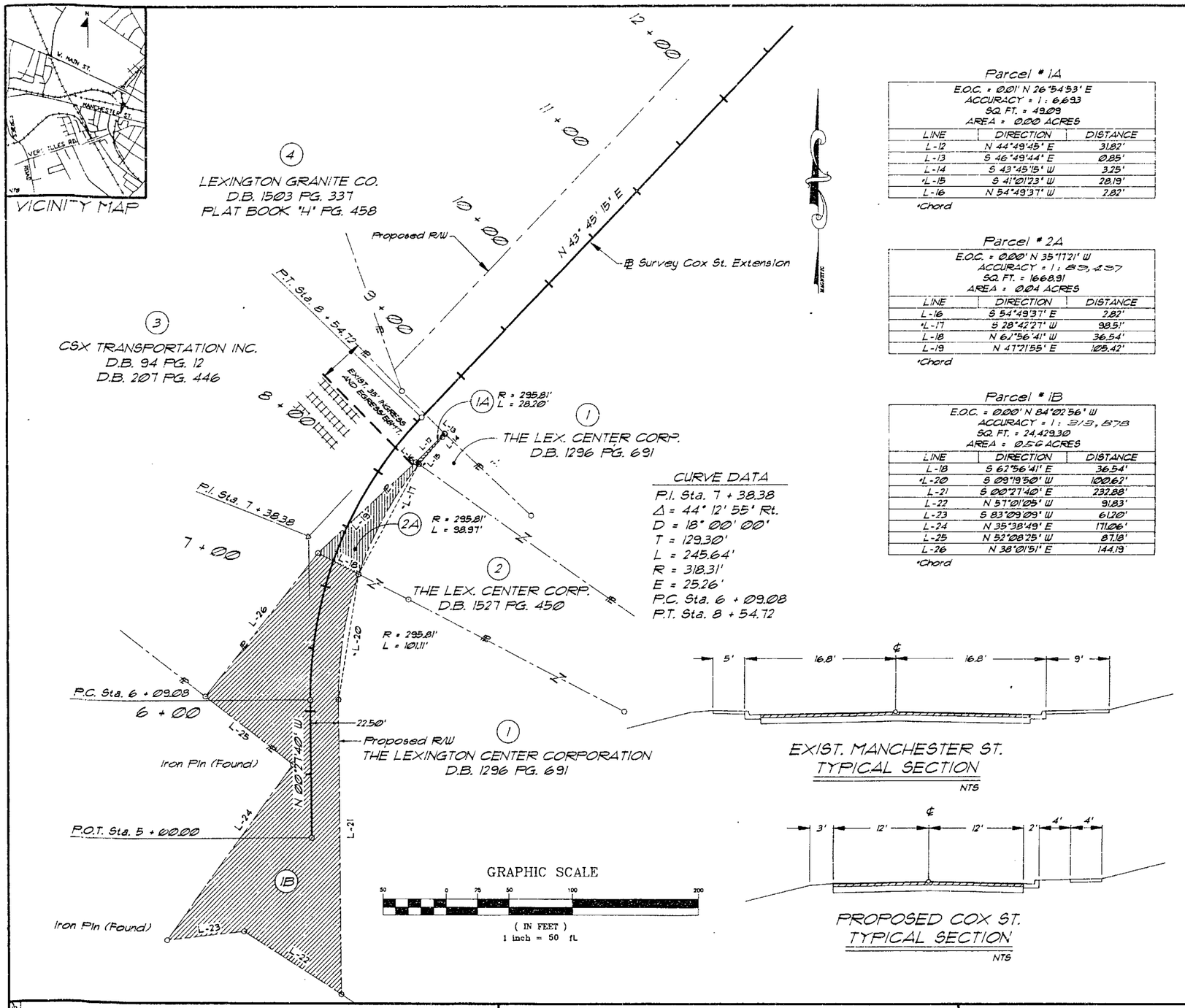
Beginning at a point 9.25 feet right of Manchester Street at Station 38+69.84 thence along the existing right of way N57°58’15"W a distance of 42.42 feet to a point 9.19 feet right of Manchester Street at Station 35+12.00 thence along the proposed right of way N27°51'54"E a distance of 185.37 feet to a point 64.96 feet left of KY 922 at Station 18+52.98 thence along the existing property line S55°31'43"E a distance of 60.91 feet to a point 124.70 feet left of KY 922 at Station 18+41.23 thence along the existing right of way S33°35'41"W a distance of 182.35 feet to a point 9.25 feet right of Manchester Street at Station 38+69.84 and the POINT OF BEGINNING.

The above-described parcel contains ± 9,474 sq. ft.

It is understood between the parties hereto and made covenant herein that the above-described property is conveyed in fee simple.

PLAT CAB. "J", SL. 59

VICINITY MAP



CURVE DATA

P.I. Sta. 7 + 38.38
Δ = 44° 12' 55" Rt.
D = 18° 00' 00"
T = 129.30'
L = 245.64'
R = 318.31'
E = 25.26'
P.C. Sta. 6 + 09.08
P.T. Sta. 8 + 54.72

GRAPHIC SCALE

50 0 75 50 100 200
(IN FEET)
1 inch = 50 ft.

EXIST. MANCHESTER ST.
TYPICAL SECTION
NTS

PROPOSED COX ST.
TYPICAL SECTION
NTS

Parcel # 1A

E.O.C. = 00°01' N 26°54'53" E
ACCURACY = 1 : 6,693
SQ. FT. = 49.09
AREA = 0.00 ACRES

LINE	DIRECTION	DISTANCE
L-12	N 44°49'45" E	31.82'
L-13	S 46°49'44" E	0.85'
L-14	S 43°45'15" W	3.25'
*L-15	S 41°01'23" W	28.19'
L-16	N 54°49'37" W	2.82'

*Chord

Parcel # 2A

E.O.C. = 0.00' N 35°17'21" W
ACCURACY = 1 : 83,457
SQ. FT. = 1668.91
AREA = 0.04 ACRES

LINE	DIRECTION	DISTANCE
L-16	S 54°49'37" E	2.82'
*L-17	S 28°42'27" W	98.51'
L-18	N 61°56'41" W	36.54'
L-19	N 41°21'55" E	105.42'

*Chord

Parcel # 1B

E.O.C. = 0.00' N 84°01'56" W
ACCURACT = 1 : 23,878
SQ. FT. = 24,429.30
AREA = 0.56 ACRES

LINE	DIRECTION	DISTANCE
L-18	S 61°56'41" E	36.54'
*L-20	S 09°19'50" W	100.62'
L-21	S 00°27'40" E	232.88'
L-22	N 51°01'05" W	91.83'
L-23	S 83°09'09" W	61.20'
L-24	N 35°38'49" E	171.06'
L-25	N 52°08'25" W	87.18'
L-26	N 38°01'51" E	144.19'

*Chord

LEXINGTON

OWNERS CERTIFICATION

I (WE) DO HEREBY CERTIFY THAT I AM (WE ARE THE OWNER(S) OF RECORD OF THE PROPERTY PLATTED HEREON WHICH IS RECORDED IN DEED BOOK VOLUMES) D.B. 1296 PG. 691, D.B. 1527 PG. 450, D.B. 207 PG. 446, D.B. 1296 PG. 691 IN THE FAYETTE COUNTY CLERK'S OFFICE; DO HEREBY ADOPT THIS AS MY (OUR) PLAN OF LOTS FOR THIS PROPERTY; DO HEREBY DEDICATE THE STREETS AND ANY OTHER SPACES SO INDICATED TO PUBLIC USE; AND DO ESTABLISH THAT THE EASEMENTS SHOWN HEREON ARE RESERVED FOR THE USE SO INDICATED AND NO STRUCTURE, TREE OR OTHER OBSTRUCTION OF ANY KIND SHALL BE ERECTED OR PERMITTED TO REMAIN UPON OR OVER ANY PORTION OF SAID EASEMENTS. ALSO I (WE) DO HEREBY AGREE THAT BEFORE ANY LOT HEREIN IS SOLD OR TRANSFERRED THE PURCHASER SHALL BE NOTIFIED IN THE CONTRACT OR DEED OF ANY PRIVATE UTILITIES (WATER, GAS, ELECTRICITY, TELEPHONE, AND WHERE APPLICABLE SANITARY SEWERS; NOT INSTALLED, AND THE DEED OR CONTRACT SHALL CONTAIN A STATEMENT THAT NO BUILDING OCCUPANCY CERTIFICATE MAY BE SECURED UNTIL ANY SUCH UTILITY IS INSTALLED.

OWNER AND LIEN HOLDER The Lexington Center Corporation
ADDRESS _____ DATE _____
WITNESS _____
ADRESS _____ DATE _____
_____ DATE _____
Urban Co. Gov't. Public Facilities Corporation
Lexington-Fayette Urban County Government
200 E. Main St.
Lexington, KY 40507

LAND SURVEYORS CERTIFICATION

I DO HEREBY CERTIFY THAT THIS RECORD PLAT WAS PREPARED UNDER MY DIRECTION, THAT ALL WORK PERFORMED BY ME OR UNDER MY DIRECTION, INCLUDING ENGINEERING DESIGN, WAS DONE IN ACCORDANCE WITH THE PROVISIONS OF THE LAND SUBDIVISION REGULATIONS AND THE REQUIREMENTS OF THE PLANNING COMMISSION, THAT ALL MONUMENTS INDICATED HEREON DO EXIST AND THEIR LOCATIONS, SIZE, AND MATERIALS ARE CORRECTLY SHOWN; THAT, TO THE BEST OF MY KNOWLEDGE AND BELIEF, THE INFORMATION SHOWN HEREON IS ACCURATE.

SURVEYOR Aubra E. Hedger
ADDRESS 200 E. Main St.
Lexington, KY 40507 DATE 2/11/93

STATE OF KENTUCKY
AUBRA E. HEDGER
1437
REGISTERED
LAND SURVEYOR

COMMISSIONS CERTIFICATION

I DO HEREBY CERTIFY THAT THIS RECORD PLAT HAS MET THE URBAN COUNTY PLANNING COMMISSIONS REQUIREMENTS AND IS NOW ELIGIBLE FOR RECORDING.

Estelle D. Hooper DATE 6/8/93

MAYOR AND COUNCIL CLERK'S CERTIFICATION

I DO HEREBY CERTIFY THAT THE ACQUISITION OF THE PROPERTY SHOWN HEREIN WAS APPROVED BY THE URBAN COUNTY COUNCIL ON THIS DATE May 27, 1993 (Resolution 194-93)

Pam Miller 6-7-93
MAYOR, PAM MILLER DATE

Liz Cornell 6-7-93
COUNCIL CLERK DATE

NOTES :

1.) The purpose of this Plat is to Convey Parcels 1A, 1B & 2A to the L.F.U.C.G. as Fee Simple Right-of-Way for Public Use.
2.) Any Notes, Easements, Conditions, or Restrictions that appear on any previously recorded Plat of this property shall also apply to this plan.

199306080164

"PUBLIC ACQUISITION MINOR PLAT"
of the LEX.-FAY. URBAN CO. GOV'T. /
COX STREET RIGHT-OF-WAY
to be acquired from
THE LEXINGTON CENTER CORPORATION

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
DEPARTMENT OF PUBLIC WORKS
DIVISION OF ENGINEERING

340

MINOR ACQUISITION REVIEW PHOTOGRAPHS

COUNTY	ITEM NO.	PARCEL	NAME
Fayette	7-593.40	402	S&R Holdings, Inc.
PROJECT NO.	**FEDERAL PROJECT NUMBER**		**PROJECT**
FD52 C034 6969303R	DPR 031 (001)		Newtown Pike Extension

North, East, West, and & South views shall be included for the property being acquired, along with any site improvements located within the acquisition area.



Date: 9/11/25

Photo Taken by: John Mickelson

Latitude & Longitude: 38° 3'8.26"N, 84°30'27.12"W

Description: Southwest view



Date: 9/11/25

Photo Taken by: John Mickelson

Latitude & Longitude: 38° 3'8.26"N, 84°30'27.12"W

Description: West view



Date: 9/11/25

Photo Taken by: John Mickelson

Latitude & Longitude: 38° 3'8.26"N, 84°30'27.12"W

Description: Northwest view

MINOR ACQUISITION REVIEW PHOTOGRAPHS

COUNTY	ITEM NO.	PARCEL	NAME
Fayette	7-593.40	402	S&R Holdings, Inc.
PROJECT NO.	**FEDERAL PROJECT NUMBER**		**PROJECT**
FD52 C034 6969303R	DPR 031 (001)		Newtown Pike Extension

North, East, West, and & South views shall be included for the property being acquired, along with any site improvements located within the acquisition area.



Date: 9/11/25

Photo Taken by: John Mickelson

Latitude & Longitude: 38° 3'8.26"N, 84°30'27.12"W

Description: Southeast view



Date: 9/11/25

Photo Taken by: John Mickelson

Latitude & Longitude: 38° 3'8.26"N, 84°30'27.12"W

Description: Northeast view



Date: 9/11/25

Photo Taken by: John Mickelson

Latitude & Longitude: 38° 3'8.26"N, 84°30'27.12"W

Description: Northeast view

COUNTY OF	ITEM NO.	SHEET NO.
FAYETTE	7-593.40	R28

PREPARED BY _____ DATE _____
CHECKED BY _____ DATE _____
APPROVED BY _____ DATE _____

A Portion of P402 to be Transfered to LFUCG

Approximate Old Cox Street Right-of-Way (LFUCG Property)

P 404 JOHN & SUSAN PITTMAN

P 402 S & R HOLDINGS, INC.

P 405 855 LLP

P 401 R J CORMAN RAILROAD PROPERTY, LLC

P 118 LEXINGTON CENTER CORPORATION

NEWTOWN PIKE (SHT R2)

TOWN BRANCH CHANNEL

TOWNBRANCHMUTI-PATH

OLD COX STREET

CORMAN ACCESS

STA 0+00 CORMAN ACCESS=
STA 34+78.87 MANCHESTER STREET (R19)

STA 5+66.97
END CONSTRUCTION

ADJUST MH SEE SHT. R2P

SEE STRUCTURE PLANS

TEMP. ESMT. (ENT. CONSTRUCTION)

PROP. R/W

EX. R/W

SAFELOAD (GC1) CAP INLET

ⓐ S 37^11'28" W , 6.05'

ⓑ ARC = 66.73' R = 325.00'
CHORD = N 37^38'15" E, 66.61'

ⓒ N 46^49'00" W , 7.78'

ⓓ S 41^47'45" W , 59.56'

ⓔ S 37^28'49" W , 109.09'

ⓕ ARC = 88.66' R = 325.00'
CHORD = N 23^56'24" E, 88.39'

ALL UTILITY LOCATION BY QUALITY LEVEL C

CORMAN ACCESS
P.I. STA. 0+76.58
D = 34°53'22" LT
T = 47.14'
L = 91.34'
R = 150.00'
E = 7.23'
e = N.C.

CORMAN ACCESS
P.I. STA. 3+02.99
D = 12°17'56.71" RT
T = 32.32'
L = 64.40'
R = 300.00'
E = 1.74'
e = N.C.

CORMAN ACCESS
P.I. STA. 3+69.14
D = 49°29'29" LT
T = 46.09'
L = 86.38'
R = 100.00'
E = 10.11'
e = N.C.

SCALE: 1" = 20'

CORMAN ENTRANCE
PLAN SHEET
STA 0+16.50 TO STA 5+66.97

USER: $$$$USER$$$$
DATE: $$$$DAT$$$$
FILE NAME:
E-SHEET NAME:

A Portion of Parcel 402 – KYTC Item #7-593.40

From Deed Book 3016 - Page 201

Being a tract of land lying in Fayette County near the intersection of KY 922 (Oliver Lewis Way) and Manchester Street, approximately 0.10 miles north of MP 7.7 US 60, and more particularly as follows:

Beginning at a point 9.25 feet right of Manchester Street at Station 38+69.84 thence along the existing right of way N57°58’15"W a distance of 42.42 feet to a point 9.19 feet right of Manchester Street at Station 35+12.00 thence along the proposed right of way N27°51'54"E a distance of 185.37 feet to a point 64.96 feet left of KY 922 at Station 18+52.98 thence along the existing property line S55°31'43"E a distance of 60.91 feet to a point 124.70 feet left of KY 922 at Station 18+41.23 thence along the existing right of way S33°35'41"W a distance of 182.35 feet to a point 9.25 feet right of Manchester Street at Station 38+69.84 and the POINT OF BEGINNING.

The above-described parcel contains ± 9,474 sq. ft.

It is understood between the parties hereto and made covenant herein that the above-described property is conveyed in fee simple.

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 1044-25

File ID:	1044-25	**Type:**	Agenda Item	**Status:**	Agenda Ready
Version:	2	**Contract #:**		**In Control:**	Finance
				File Created:	10/30/2025
File Name:	Sheriff Ad Valorem - 2025 and 2026 Property Tax & Parks Tax Collection Agreement			**Final Action:**	

Title: Authorization to execute an agreement with Kathy H. Witt, Sheriff of Fayette County, for the collection of the Ad Valorem Urban Service District Taxes and Ad Valorem Parks Taxes for the 2025 and 2026 property tax years. The Ad Valorem Urban Service District Taxes will be collected at a cost of one percent (1%) of the amount of these taxes collected for the first year of the agreement (FY 2026 taxes) and two percent (2%) of the second year of this agreement (FY 2027 taxes). The Ad Valorem Parks Taxes will be collected at a cost of four and one quarter percent (4.25%) of the amount of these taxes collected, with the payments to be treated as a commission and the Urban County Government to receive any related payment from the Commonwealth of KY. Budget Amendment in process to match updated agreement. (L1044-25)(Hensley)

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	Memo Sheriff Ad Valorem 2025 Prop Tax & Parks Tax Coll Agreement.doc, 2025 draft agreement final 4904-4570-7379 v.1	**Enactment Number:**	
Deed #:		**Hearing Date:**	
Drafter:	Robin Adams	**Effective Date:**	

History of Legislative File

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

Text of Legislative File 1044-25

Title

Authorization to execute an agreement with Kathy H. Witt, Sheriff of Fayette County, for the collection of the Ad Valorem Urban Service District Taxes and Ad Valorem Parks Taxes for the 2025 and 2026 property tax years. The Ad Valorem Urban Service District Taxes will be collected at a cost of one percent (1%) of the amount of these taxes collected for the first

year of the agreement (FY 2026 taxes) and two percent (2%) of the second year of this agreement (FY 2027 taxes). The Ad Valorem Parks Taxes will be collected at a cost of four and one quarter percent (4.25%) of the amount of these taxes collected, with the payments to be treated as a commission and the Urban County Government to receive any related payment from the Commonwealth of KY. Budget Amendment in process to match updated agreement. (L1044-25)(Hensley)

Summary

Authorization to execute an agreement with Kathy H. Witt, Sheriff of Fayette County, for the collection of the Ad Valorem Urban Service District Taxes and Ad Valorem Parks Taxes for the 2025 and 2026 property tax years. The Ad Valorem Urban Service District Taxes will be collected at a cost of one percent (1%) of the amount of these taxes collected for the first year of the agreement (FY 2026 taxes) and two percent (2%) of the second year of this agreement (FY 2027 taxes). The Ad Valorem Parks Taxes will be collected at a cost of four and one quarter percent (4.25%) of the amount of these taxes collected, with the payments to be treated as a commission and the Urban County Government to receive any related payment from the Commonwealth of KY. Budget Amendment in process to match updated agreement. (L1044-25)(Hensley)

Budgetary Implications: Yes

Advance Document Review:

Law: Yes, Completed by Evan Thompson, October 16, 2025

Risk Management: N/A

Fully Budgeted: BA in process

Account Number: 1115-011001-0001-40960 (Property Tax)
1148-011001-0001-40960 (Parks Tax)

This Fiscal Year Impact: $

Annual Impact: $

Project:

Activity:

Budget Reference:

Current Balance: BA in process

MAYOR LINDA GORTON

LEXINGTON

ERIN HENSLEY
COMMISSIONER
FINANCE

TO: Mayor Linda Gorton
Sally Hamilton, CAO
Urban County Council Members

FROM: Erin Hensley
Erin Hensley, Commissioner of Finance

DATE: October 30, 2025

SUBJECT: Sheriff Ad Valorem – 2025 and 2026 Property Tax and Parks Tax Collection Agreement

Request

Authorization to: Execute an Agreement with Kathy H. Witt, Sheriff of Fayette County, for the collection of the Ad Valorem Urban Service District Taxes and Ad Valorem Parks Taxes for the 2025 and 2026 property tax years. The **Ad Valorem Urban Service District Taxes** will be collected at a cost of one percent (1%) of the amount of these taxes collected for the first year of the agreement (FY 2026 taxes) and two percent (2%) of the second year of this agreement (FY 2027 taxes). The **Ad Valorem Parks Taxes** will be collected at a cost of four and one quarter percent (4.25%) of the amount of these taxes collected, with the payments to be treated as a commission and the Urban County Government to receive any related payment from the Commonwealth of Ky.

Why are you requesting?

Department needs this action completed because: The Lexington-Fayette Urban County Government shall pay the Sheriff the designated amounts for collection of the Ad Valorem Urban Service District property taxes and the Ad Valorem Parks taxes for the 2025 and 2026 property tax years, with the payments to be treated as commission paid for the collection of said taxes for FY 2026 and for FY 2027 taxes.

This change is being requested in a direct response to the increase in required law enforcement operations and administrative duties the Sheriff's Office has experienced over the past few years. It is needed to maintain its exemplary service to the residents of Fayette County and its continued unwavering support of LFUCG operations. This change will also assist in allowing the Sheriff's Office to continue its efforts in addressing community needs throughout the county but also permit special emphasis in the downtown corridor.

The sum shall be payable as follows: The Sheriff shall remit all collections to the Government monthly via electronic transmission of funds on or about the fifteenth of the month following the collection. The parties understand and agree that the Sheriff will report this sum as commissions subject to KRS 64.350(1) and the Government in turn shall receive the twenty-five percent (25%) payment from the state on the Sheriff's commission, pursuant to KRS 64.350(1).

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

The cost for this FY is: Ad Valorem Urban Service District Property Taxes

- FY 2026: One percent (1%) of taxes collected

Ad Valorem Parks Taxes

- FY 2026: Four and one quarter percent (4.25%) of taxes collected

The cost for future FY is: Ad Valorem Urban Service District Property Taxes

- FY 2027: Two percent (2%) of taxes collected

Ad Valorem Parks Taxes

- FY 2027: Four and one quarter percent (4.25%) of taxes collected

Are the funds budgeted?

The funds are budgeted: Yes

Account number: 1115-011001-0001-40960 (Property Tax)

1148-011001-0001-40960 (Parks Tax)

File Number: 1044-25

Commissioner: Hensley

AGREEMENT

THIS AGREEMENT is effective the _____ day of _____, 2025, and is by and between KATHY H. WITT, Sheriff of Fayette County, hereinafter referred to as "Sheriff", and the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, an urban county government of the Commonwealth of Kentucky pursuant to KRS Chapter 67A, hereinafter referred to as "Government":

WITNESSETH:

WHEREAS, the Sheriff is pursuant to KRS 134.119 the collector of "State, county and district taxes" and is pursuant to KRS 160.010 and 160.500(1) the collector of school taxes; and

WHEREAS, KRS 91A.070 provides that cities may collect their own taxes or elect to hire the Sheriff to collect them; and the Government's position is that KRS 67A.060(1) and 67A.070 give Urban County Governments all powers of cities not in conflict with the general statutes of the state; and

WHEREAS, the parties have agreed for the2025 tax year and the 2026 tax year that the Sheriff will collect the state taxes, county taxes, school taxes, the ad valorem urban services taxes, and the ad valorem parks tax, pursuant to the terms set forth below:

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the parties hereto have bargained and agreed to the terms of this Agreement as follows:

Section 1. The Sheriff will assume all duties involved in collecting and reporting both the ad valorem urban services taxes and the ad valorem parks taxes. The Sheriff shall pay her bond commission and tax audit fees and not seek a return of these expenses. The Sheriff shall remit all collections to the Government monthly via electronic transmission of funds on or about the fifteenth of the month following the collection. For the purposes of this Agreement “ad valorem parks tax” shall mean the ad valorem tax authorized by KRS 97.590 and approved by the voters through referendum on or about November 5, 2024, to support the establishment and funding of a dedicated Park Fund.

Section 2. As a fee or commission for collecting ad valorem urban services property taxes as provided herein, the Government shall pay the Sheriff a sum equal to one percent (1%) of the amount of the amount of these taxes collected for the first year of this agreement (for the FY 2026 taxes) and two percent (2%) of the amount of these taxes collected for the second year of this agreement (for the FY 2027 taxes).; .

Section 3. As a fee or commission for collecting ad valorem property parks taxes as provided herein, the Government shall pay the Sheriff a commission equal to four and one quarter percent (4.25%) of the amount of ad valorem parks tax collected by the Sheriff.

Section 4. Any payment by the Government pursuant to this Agreement shall be provided to the Sheriff in accordance with the schedule provided by the Government. Said schedule may be amended from time to time in the sole and reasonable discretion of the Government in coordination and agreement of the Sheriff. In no event shall an amendment of the schedule result in an amendment to the total sums required to be paid by the Government under this Agreement.

Section 5. The parties understand and agree that the Sheriff will report all payments received from the Government for the collection of ad valorem taxes as commissions subject to KRS 64.350(1), and the Government in turn shall receive twenty-five percent (25%) payment from the state on the Sheriff's commission, pursuant to KRS 64.350(1).

Section 6. This Agreement shall be for a period of two tax years and thereafter will be subject to renegotiation. The Agreement shall in no way be construed as limiting, reducing or waiving any constitutional or statutory authority of the Office of Fayette County Sheriff or the Government, including the right to collect taxes, or with respect to the right to assert any claim with respect to compensation for the collection of taxes, in any future agreements. The Sheriff shall continue rendering all other services to Fayette County as required by law.

Section 7. The preamble be and hereby is incorporated in this Agreement, the same as if fully set out herein.

SHERIFF OF FAYETTE COUNTY

By. _____
KATHY H. WITT, SHERIFF

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By. _____
LINDA GORTON, MAYOR

4923-1134-7041, v. 4

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 1045-25

File ID:	1045-25	**Type:**	Agenda Item	**Status:**	Agenda Ready
Version:	1	**Contract #:**		**In Control:**	Traffic Engineering
				File Created:	10/30/2025
File Name:	Modified MOA KYTC (SC 605 2500001720)			**Final Action:**	

Title:

Authorization to modify the Annual MOA between the Kentucky Transportation Cabinet and LFUCG Division of Traffic Engineering by adding up to $60,000 in additional reimbursements for pedestrian crossing equipment and material, bringing the total annual reimbursable amount to $486,000. Budget Amendment to follow. (L1045-25)(Neal/Albright)

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	Bluesheet Memo 1045-25.pdf, SC 605 2500001720 LFUCG - Signal Maintenance.pdf	**Enactment Number:**	
Deed #:		**Hearing Date:**	
Drafter:	Felicia Arms	**Effective Date:**	

History of Legislative File

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

Text of Legislative File 1045-25

Title

Authorization to modify the Annual MOA between the Kentucky Transportation Cabinet and LFUCG Division of Traffic Engineering by adding up to $60,000 in additional reimbursements for pedestrian crossing equipment and material, bringing the total annual reimbursable amount to $486,000. Budget Amendment to follow. (L1045-25)(Neal/Albright)

Summary

Authorization to modify the Annual MOA between the Kentucky Transportation Cabinet and LFUCG Division of Traffic Engineering by adding up to $60,000 in additional reimbursements for pedestrian crossing equipment and material, bringing the total annual reimbursable amount to $486,000. Budget Amendment to follow. (L1045-25)(Neal/Albright)
Budgetary Implications [select]: YES

Advance Document Review:

Law: YES

Risk Management: NO

Fully Budgeted [select]: BA to follow

Account Number: 1141-303602-3603-XXXXX

This Fiscal Year Impact: $60,000.00

Annual Impact: $0.00

Project: N/A

Activity: N/A

Budget Reference: 2025

Current Balance: BA to follow

MAYOR LINDA GORTON

LEXINGTON

JEFFERY NEAL
DIRECTOR
TRAFFIC ENGINEERING

TO: Mayor Linda Gorton

FROM: 
Jeffery Neal, Director
Division of Traffic Engineering

DATE: October 30, 2025

SUBJECT: Memorandum of Agreement (MOA) **Modified contract** for Operation and Maintenance of Traffic Signals and Electrical Traffic Control Devices on State Primary Road Systems. Effective from July 1, 2025, through June 30, 2026.

Request

Authorization to modify the Annual MOA between the Kentucky Transportation Cabinet (KYTC) and LFUCG Division of Traffic Engineering by adding up to $60,000 in additional reimbursements for pedestrian crossing equipment and material.

Why are you requesting?
LFUCG is responsible for certain operation and maintenance functions for all electronic traffic control devices throughout Fayette County, including those on State and US highways. The current approved MOA (R-332-2025) specifies conditions and expectations that enable reimbursement of the annual $396,000, with an additional $30,000 for replacing lane-use control signs on US 27. This modified contract includes an extra $60,000 in eligible reimbursements for FY 2026.

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

The cost for this FY is: $0.00 Reimbursements from KYTC up to $486,000.00.
The cost for future FY is: $0.00

Are the funds budgeted?

Yes, reimbursements from KYTC up to $486,000.00

File Number: 1045-25

Director/Commissioner: Neal/Albright

200 East Main St., Lexington, KY 40507 / 859.258.3133 Phone / 859.258.3879 Fax / lexingtonky.gov

Andy Beshear
GOVERNOR

TRANSPORTATION CABINET
200 Mero Street
Frankfort, Kentucky 406 01

Jim Gray
SECRETARY

MEMORANDUM

TO: Jim Gray
Secretary

THRU: Mike Hancock, P.E.
Deputy Secretary

THRU: James Ballinger, P.E.
State Highway Engineer

THRU: Kelly Baker, Chief District Engineer
District 7

THRU: Shaun McKiernan, Executive Director
Office of Budget & Fiscal Mgmt.

THRU: William Fogle or Todd Shipp
Office of Legal Services

FROM: Laura Hagan, Director
Division of Purchases

DATE: October 28, 2025

SUBJECT: SC 605 2500001720

Attached is a modified contract for LFUCG Signal Maintenance requested by Division of Maintenance. Added Commodity Line 3 - Traffic Signals, RRFBs for Materials costs shall not exceed $60,000. The original contract was in the amount of $426,000.00 is now $486,000.00 for period July 1, 2025 through June 30, 2026.

Commonwealth of Kentucky
CONTRACT MODIFICATION

Document Number: SC 605 2500001720 **Version:** 2

Record Date:

Document Description: LFUCG - Signal Maintenance

Cited Authority: KRS177.280
Agreements of highway government units

Reason for Modification: 10/28/2025 Modification #1: Updated section 2 sub-section 5, adding language k. Traffic signals, RRFBs and any other applicable materials used to perform the services described in this Agreement shall be invoiced monthly at the most current contract pricing. Materials pricing may change as contracts are rebid or modified. Documentation of price shall be provided with each invoice. Materials costs shall not exceed $60,000 from July 1, 2025, through June 30, 2026, without prior written approval from the Cabinet. Added Commodity Line 3 - Traffic Signals, RRFBs (and any other applicable materials provided by LFUCG). Updated Finance Administration Cabinet Terms to latest version August 2025.

Issuer Contact:

Name: LATASHA CHENAULT
Phone: 502-782-5673
E-mail: latasha.chenault@KY.GOV

Vendor Name:
LEXINGTON FAYETTE URBAN CO GOVERNMENT

200 EAST MAIN STREET

LEXINGTON KY 40507

Vendor No. KY0032969

Vendor Contact
Name: Chad Hancock
Phone: 8592583313
E-mail: chancock@lexingtonky.gov

Shipping Information:
KYTC District 7 - Lexington District Office
800 Newtown Court
Lexington KY 40511

Billing Information:
KYTC District 7 - Lexington District Office
800 Newtown Court
PO Box 11127
Lexington KY 40511

Effective From: 07/01/2025 **Effective To:** 06/30/2026

Line Item	Delivery Date	Quantity	Unit	Description	Unit Price	Contract Amount	Total Price
1		0.00000		Traffic Signal Maintenance & Repairs	$0.000000	$396,000.00	$396,000.00

Extended Description:

The Cabinet shall pay LFUCG, within 30 working days, all approved billings for labor including engineering costs, material, and equipment in the performance of the work as outlined in the Agreement. LFUCG shall submit these billings on a monthly invoice equal to 1/12 of the annual contract amount. Total payments under the Agreement shall not exceed $396,000.00 for a fiscal year. If the contract begins or terminates on a date other than the beginning or end of the fiscal year, only billing increments of 1/12 of the total annual contract amount will be considered for payment. No payment will be made for work occurring outside the effective dates of the agreement.

NOTE: Any funds remaining at the end of the Fiscal Year may be used for material, programming, or equipment purchases, with prior approval of KYTC to the contract to allow them to purchase traffic
items that are not covered under the contract.

Effective From: 07/01/2025 **Effective To:** 06/30/2026

Line Item	Delivery Date	Quantity	Unit	Description	Unit Price	Contract Amount	Total Price
2		0.00000		LUC Signs	$0.000000	$30,000.00	$30,000.00

Extended Description:

Replacing the LUC signs on US 27

Effective From: 07/01/2025 **Effective To:** 06/30/2026

Line Item	Delivery Date	Quantity	Unit	Description	Unit Price	Contract Amount	Total Price
3		0.00000		Traffic Signals, RRFBs	$0.000000	$60,000.00	$60,000.00

Extended Description:

and any other applicable materials provided by LFUCG

TOTAL CONTRACT AMOUNT	**$486,000.00**

10/28/2025 Modification #1: Updated section 2 sub-section 5, adding language k. Traffic signals, RRFBs and any other applicable materials used to perform the services described in this Agreement shall be invoiced monthly at the most current contract pricing. Materials pricing may change as contracts are rebid or modified. Documentation of price shall be provided with each invoice. Materials costs shall not exceed $60,000 from July 1, 2025, through June 30, 2026, without prior written approval from the Cabinet. Added Commodity Line 3 - Traffic Signals, RRFBs (and any other applicable materials provided by LFUCG). Updated Finance Administration Cabinet Terms to latest version August 2025.

Memorandum of Agreement (SC)

This Memorandum of Agreement (MOA) is entered into, by and between the Commonwealth of Kentucky, Kentucky Transportation Cabinet ("the Commonwealth") and Lexington Fayette Urban County Government (LFUCG) ("the Contractor") to establish an agreement for Operation and Maintenance of Traffic Signals and Electrical Traffic Control Devices on the State Primary Road System. The initial MOA is effective from July 1, 2025 through June 30, 2026.

SECTION 1-ADMINISTRATIVE OVERVIEW

1.00-Purpose and Background
The Kentucky Transportation Cabinet's (KYTC) Division of Purchases is issuing this **AGREEMENT** on behalf of the KYTC Department of Highways District 7. The Division of Purchases is the only office authorized to change, modify, amend, alter, or clarify the specifications and terms and conditions of the contract.

1.01 – Communications

Unless otherwise instructed, all notices, consents, and other communications required and/or permitted by the Contract shall be in writing.

After the Award of Contract, all communications of a contractual or legal nature are to be in writing and sent to the Agency Contact Person with a copy to the Buyer.

Notices made by the Cabinet to the Contractor shall be sent to the Contractor Representative.

Agency Contact:
Natalia McMillan
Transportation Engineer Supervisor
Department of Highways District 7
800 Newtown Court
Lexington, KY 40512
502-564-5379
Email: natalia.mcmillan@ky.gov

Buyer:
Latasha Chenault
Division of Purchases
Kentucky Transportation Cabinet
200 Mero Street
Frankfort, Kentucky 40622
Phone: 502-782-5673
Email: Latasha.Chenault@ky.gov

SECTION 2-SCOPE OF WORK

2.00 Services Required:

This Agreement supersedes item number six in the Maintenance and Traffic Contract between the City of Lexington and the Department of Highways dated October 12, 1972. All other portions of the October 12, 1972 contract remain in place and are not impacted by this Agreement.

WHEREAS, LFUCG, in the interest of public safety and traffic flow efficiency, has requested authority to assume certain obligations and responsibilities with regard to the Department of Highways State Primary Road System located within the boundaries of Fayette County, and

WHEREAS, the Cabinet, in the interest of public safety and traffic flow efficiency, has agreed to assign certain responsibilities with regard to traffic signalization, operations and maintenance in Fayette County to LFUCG; and

WHEREAS, the Cabinet has the authority to enter into any and all agreements inclusive of agreements with local government entities pursuant to KRS 177.043; and

WHEREAS, LFUCG has authority to elect to maintain and operate traffic signalization on roadways, located on the Department of Highways State Primary Road System within Fayette County pursuant to KRS 177.055; and

WHEREAS, the purpose of this Agreement is to set forth the duties and obligations of the parties with regard to the maintenance and operation of traffic signals and electrical traffic control devices on the State Primary Road System within Fayette County; and

WHEREAS, the Cabinet, and the LFUCG desire to enter into this agreement to enhance traffic management in Fayette County.

NOW, THEREFORE, in consideration of the mutual covenants expressed herein, the Cabinet and LFUCG, (collectively hereinafter “the Parties”) agree as follows:
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1. **Scope** - The terms of this Agreement shall apply to all state maintained routes in Fayette County.
2. **Authorization of LFUCG** - LFUCG agrees to seek approval and authorization from its Urban County Council and shall obtain and incorporate herein a resolution or other written authorization. This Agreement and all terms herein are therefore contingent upon obtaining any and all appropriate and necessary authorization from the Urban County Council.
3. **Cost Recovery** - The Cabinet hereby delegates to LFUCG the authority to file insurance claims and take other necessary collection actions against the driver or registered owner of a motor vehicle which LFUCG has reason to believe has caused or contributed to a collision resulting in damage to traffic signalization and other electrical traffic control devices belonging to the Cabinet, but subject to the operation and maintenance responsibility of LFUCG pursuant to this agreement.
4. **Denial or Suspension** - Pursuant to KRS 186.570, the Cabinet hereby designates LFUCG as an agent with authority to recommend the denial or suspension of the operator's license of any person, or, in the case of a nonresident, withdraw the privilege of operating a motor vehicle in this state, if LFUCG has reason to believe that the person has, by reckless or unlawful operation of a motor vehicle, caused, or contributed to, a collision resulting in serious property damage, including damage to traffic signalization and other electrical traffic control devices on the State Primary Road System within Fayette County.
5. **Obligations of LFUCG** - LFUCG covenants and agrees to undertake the following obligations:

a. LFUCG agrees to maintain and operate the traffic signals and electrical traffic control devices on roadways located on the Department of Highways State Primary Road System within Fayette County.
b. LFUCG shall comply with all applicable federal and state statutes, executive orders, regulatory requirements, and policies, including, but not limited to, 23 CFR Part 655, the Manual on Uniform Traffic Control Devices and amendments thereto, and the Division of Traffic Operations Guidance Manual.
c. LFUCG agrees to accept the maintenance and operations of new traffic signals and electrical traffic control devices installed by the Cabinet, or by a contractor through the encroachment permit process, under the terms of the Agreement.
d. LFUCG shall be responsible for all media and citizen inquiries and all public relations regarding the traffic signals and electrical traffic control devices for which they are responsible. This provision shall not prohibit or otherwise interfere with any state-wide or county-wide public relations efforts undertaken by the Cabinet that may have some impact on aforementioned traffic signal locations.
e. LFUCG shall be responsible for employing adequate staffing to provide the labor and services related to the safe and efficient operation of the computerized traffic signal control system and the timely and necessary maintenance of the Fayette County traffic signals and electrical traffic control devices.
f. LFUCG shall take no action which impedes or negatively impacts the Lexington Area Metropolitan Planning Organization Long Range Plan, Transportation Improvement Plan or Six Year Highway Plan or the process related thereto.
g. LFUCG shall make reasonable efforts to match damage to traffic signalization and other electrical traffic control devices belonging to the Cabinet, but subject to the operation and maintenance responsibility of LFUCG, to a collision identified in a corresponding Kentucky Uniform Police Traffic Collision Report and to the driver or registered owner of a motor vehicle which caused, or contributed to, the collision resulting in the property damage.
h. LFUCG shall make reasonable efforts to collect reimbursement for damage to traffic signalization and other electrical traffic control devices belonging to the Cabinet which can be matched to a reported collision and shall apply any proceeds to the installation, repair, or replacement of traffic signalization, operations, and maintenance property belonging to the Cabinet, but subject to the operation and maintenance responsibility of LFUCG.
i. LFUCG shall request any write-off of uncollectable property damage cost recovery amounts associated with a collision identified in a Kentucky Uniform Police Traffic Collision Report to the Transportation Cabinet, Office of Legal Services.
j. LFUCG shall deliver all damaged poles, signal cabinets and any other recyclable materials, removed as a result of services under this agreement, to the District 7 electrical yard.
k. Traffic signals, RRFBs and any other applicable materials used to perform the services described in this Agreement shall be invoiced monthly at the most current contract pricing. Materials pricing may change as contracts are rebid or modified. Documentation of price shall be provided with each invoice. Materials costs shall not exceed $60,000 from July 1, 2025, through June 30, 2026, without prior written approval from the Cabinet.

6. **Obligations of the Cabinet** - The Cabinet covenants and agrees to undertake the following obligations:
   a. The Cabinet agrees to provide funding, not to exceed $396,000 for a fiscal year, to the Lexington Fayette Urban County Government, Division of Traffic Engineering, for the purpose of operating and maintaining traffic signals and electrical traffic control devices on the State Primary Road System in Fayette County.
   b. The Cabinet agrees to install new traffic signals and electrical traffic control devices, approved by the Cabinet, on the State Primary Road System in Fayette County, in accordance with the standards, specifications, and policies of the Cabinet. All new installations made under this agreement shall be property of the Cabinet.
   c. The Cabinet, after the initial turn on of a new traffic signal or electrical traffic control device installed by the Cabinet, or by a contractor through the encroachment permit process, agrees to delegate the operation and maintenance to LFUCG.

d. The Cabinet agrees to provide materials as necessary to repair, maintain, or enhance/modify traffic signals and electrical traffic control devices on the State Primary Road system in Fayette county from the Cabinet's warehouse stock. Enhancements or modifications to existing devices under this contract shall require a request by LFUCG and pre-approval from the Cabinet. The Cabinet will not provide specialized equipment or materials that exceed the Cabinet's specifications. The Cabinet has first right of refusal for State owned equipment removed as a result of work accomplished under this agreement.

e. At the discretion of the Cabinet, and upon the written request of LFUCG, specialized materials and major projects, beyond the capabilities of LFUCG, and beyond the scope of the agreement, may be approved and completed by the Cabinet, or as mutually agreed upon by both parties.

f. The Cabinet will follow the Cabinet's policies and procedures related to disposal of any scrap metal received from LFUCG.

7. **Mutuality of Obligations** - The Parties agree that the obligations imposed upon them are for the benefits of the parties. Timely fulfillment of each and every obligation in accordance with this memorandum is necessary. The failure of any party to fulfill any of its obligations under this memorandum or the failure of any event to occur by a date established by this memorandum shall constitute a breach of the Agreement unless the fulfillment of such obligation is waived or modified by written Agreement of the parties.
8. **Audits and Inspections** - LFUCG agrees that the Cabinet, the Finance Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to the Agreement for the purpose of financial audit or program review.
9. **Hold Harmless** - LFUCG shall hold harmless the Cabinet, the Commonwealth, its officers, employees, agents and contractors, from any action or claim against those parties resulting from or based upon this Agreement, including but not limited to any liability resulting from discretionary decisions made by LFUCG with regard to traffic signalization, pursuant to the authority transferred to LFUCG by this Agreement.

10. **Disputes** - Any dispute concerning a question of fact in connection with work performed pursuant to this Agreement that cannot be disposed of by agreement between the parties shall be referred to the Secretary of the Transportation Cabinet of the Commonwealth of Kentucky, or his duly authorized representative, whose decision shall be final. Any dispute concerning a question of law shall be governed by the laws of the Commonwealth of Kentucky. The parties hereto agree that any legal action brought on the basis of this Agreement shall be filed in the Franklin County Circuit Court of the Commonwealth of Kentucky.

SECTION 3-PRICING

Commodity Line 1: LFUCG monthly payment to maintain signals in Fayette County

Any funds remaining at the end of the Fiscal Year may be used for material, programming, or equipment purchases, with prior approval of KYTC" to the contract to allow them to purchase traffic items that are not covered under the contract.

The Cabinet shall pay LFUCG, within 30 working days, all approved billings for labor including engineering costs, material, and equipment in the performance of the work as outlined in the Agreement. LFUCG shall submit these billings on a monthly invoice equal to 1/12 of the annual contract amount. Total payments under the Agreement shall not exceed $396,000 for a fiscal year. If the contract begins or terminates on a date other than the beginning or end of the fiscal year, only billing increments of 1/12 of the total annual contract amount will be considered for payment. No payment will be made for work occurring outside the effective dates of the agreement.

Commodity Line 2: LUC Signs

Replacing the LUC signs on US 27

Commodity Line 3: Traffic Signals, RRFBs

and any other applicable materials provided by LFUCG

Invoices for payment shall be submitted to:

Department of Highways District 7
800 Newtown Court
P.O. Box 11127
Lexington, KY 40512-0127

Invoices must be submitted no later than thirty (30) days after completion of the service.

Payment shall be conditioned upon receipt of appropriate, accurate, and acceptable invoices submitted in a timely manner.

The Contractor shall submit monthly invoices that must include at a minimum:
1. Vendor's name and address.
2. SC number.
3. Clearly list dates of service (from and to).
4. Date of Invoice (date invoice is prepared).
5. Total amount due for the current billing cycle.
6. Cumulative total for all invoices to date.
7. Detailed description of services provided.

Invoices that do not contain the requirements above will be rejected and sent back to the Contractor for re-invoicing.

SECTION 4- KYTC GENERAL TERMS AND CONDITIONS

4.00-Memorandum of Agreement Standard Terms and Conditions

The Cabinet has concluded that either state personnel are not available to perform said function, or it would not be feasible to utilize state personnel to perform said function; and the Contractor is available and qualified to perform such function; and for the abovementioned reasons, the state agency desires to avail itself of the services of the Contractor.

4.01-Contract Components and Order of Precedence

The Commonwealth's acceptance of the Contractor's offer indicated by the issuance of a Contract Award by KYTC and approved by the KYTC Division of Purchases and the Finance and Administration Cabinet shall create a valid Contract between the Parties consisting of the following:

1. This written agreement, all attachments thereto, and any subsequent written amendments to this Agreement; and

2. The Contractor's final written budget or proposal (if applicable).

In the event of any conflict between or among the provisions contained in the Contract, the order of precedence shall be as enumerated above.

4.02-Changes and Modifications to the Contract

Pursuant to 200 KAR 5:311, no modification or change of any provision in the Contract shall be made, or construed to have been made, unless such modification is mutually agreed to in writing by the Contractor and the Commonwealth, and incorporated as a written amendment by the Cabinet prior to the effective date of such modification or change. Modification shall be subject to prior approval from the Secretary of the Finance and Administration Cabinet, or their authorized designee. Memoranda of Understanding, written clarification, and/or correspondence shall not be construed as amendments to the Contract.

If the Contractor finds at any time that existing conditions make modification of the Contract necessary, it shall promptly report such matters to the Buyer identified on page 1 for consideration and decision.

4.03-No Required Use of Contract

This Contract does not guarantee any minimum use of services. The Cabinet reserves the right to leave all, or any portion, of the contract unused and/or to establish other contracts for additional and/or related services.

The Commonwealth of Kentucky may undertake or award other contracts for additional or related work, services, supplies, or commodities, and the Contractor shall fully cooperate with such other contractors and Commonwealth employees. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by Commonwealth employees.

MOA/PSC Exception Standard Terms and Conditions
Revised August 2025

Whereas, the first party, the state agency, has concluded that either state personnel are not available to perform said function, or it would not be feasible to utilize state personnel to perform said function; and

Whereas, the second party, the Contractor, is available and qualified to perform such function; and

Whereas, for the abovementioned reasons, the state agency desires to avail itself of the services of the second party;

NOW THEREFORE, the following terms and conditions are applicable to this contract:

1.00 Effective Date
This contract is not effective until the Secretary of the Finance and Administration Cabinet or his authorized designee has approved the contract and until the contract has been submitted to the Legislative Research Commission, Government Contract Review Committee ("LRC"). However, in accordance with KRS 45A.700, contracts in aggregate amounts of $10,000 or less are exempt from review by the committee and need only be filed with the committee within 30 days of their effective date for informational purposes.

KRS 45A.695(7) provides that payments on personal service contracts and memoranda of agreement shall not be authorized for services rendered after government contract review committee disapproval, unless the decision of the committee is overridden by the Secretary of the Finance and Administration Cabinet or agency head if the agency has been granted delegation authority by the Secretary.

The Commonwealth will make payment within thirty (30) working days of receipt of contractor's invoice or of acceptance of goods and/or services in accordance with KRS 45.453 and KRS 45.454.

Payments are predicated upon successful completion and acceptance of the described work, services, supplies, or commodities, and delivery of the required documentation. Invoices for payment shall be submitted to the agency contact person or his representative.

2.00 LRC Policies
This section does not apply to governmental or quasi-governmental entities.
Pursuant to KRS 45A.725, LRC has established policies which govern rates payable for certain professional services. These are located on the LRC webpage ((https://apps.legislature.ky.gov/moreinfo/Contracts/homepage.html) and would impact any contract established under KRS 45A.690 et seq., where applicable.

3.00 Choice of Law and Forum
This section does not apply to governmental or quasi-governmental entities.
This contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. Any action brought against the Commonwealth on the contract, including but not limited to actions either for breach of contract or for enforcement of the contract, shall be brought in Franklin Circuit Court, Franklin County, Kentucky in accordance with KRS 45A.245.

4.00 Cancellation
Both parties shall have the right to terminate and cancel this contract at any time not to exceed thirty (30) days' written notice served on the Contractor by registered or certified mail.

5.00 Funding Out Provision
The state agency may terminate this contract if funds are not appropriated to the contracting agency or are not otherwise available for the purpose of making payments without incurring any obligation for payment after the date of termination, regardless of the terms of the contract. The state agency shall provide the Contractor thirty (30) calendar days' written notice of termination of the contract due to lack of available funding.

6.00 Reduction in Contract Worker Hours
The Kentucky General Assembly may allow for a reduction in contract worker hours in conjunction with a budget balancing measure for some professional and non-professional service contracts. If under such authority the agency is required by Executive Order or otherwise to reduce contract hours, the agreement will be reduced by the amount specified in that document. If the contract funding is reduced, then the scope of work related to the contract may also be reduced commensurate with the reduction in funding. This reduction of the scope shall be agreeable to both parties and shall not be considered a breach of contract.

7.00 Authorized to do Business in Kentucky
This section does not apply to governmental or quasi-governmental entities.
The Contractor affirms that it is properly authorized under the laws of the Commonwealth of Kentucky to conduct business in this state and will remain in good standing to do business in the Commonwealth of Kentucky for the duration of any contract awarded.

The Contractor shall maintain certification of authority to conduct business in the Commonwealth of Kentucky during the term of this contract. Such registration is obtained from the Secretary of State, who will also provide the certification thereof.

Registration with the Secretary of State by a Foreign Entity
Pursuant to KRS 45A.480(1)(b), an agency, department, office, or political subdivision of the Commonwealth of Kentucky shall not award a state contract to a person that is a foreign entity required by KRS 14A.9-010 to obtain a certificate of authority to transact business in the Commonwealth ("certificate") from the Secretary of State under KRS 14A.9-030 unless the person produces the certificate within fourteen (14) days of the bid or proposal opening. Therefore, foreign entities should submit a copy of their certificate with their solicitation response. If the foreign entity is not required to obtain a certificate as provided in KRS 14A.9-010, the foreign entity should identify the applicable exception in its solicitation response. Foreign entity is defined within KRS 14A.1-070.

For all foreign entities required to obtain a certificate of authority to transact business in the Commonwealth, if a copy of the certificate is not received by the contracting agency within the time frame identified above, the foreign entity's solicitation response shall be deemed non-responsive or the awarded contract shall be cancelled.

Businesses can register with the Secretary of State at https://onestop.ky.gov/Pages/default.aspx

8.00 Invoices for fees
This section does not apply to governmental or quasi-governmental entities.
The Contractor shall maintain supporting documents to substantiate invoices and shall furnish same if required by state government.

9.00 Travel expenses, if authorized
This section does not apply to governmental or quasi-governmental entities.

The Contractor shall be paid for no travel expenses unless and except as specifically authorized by the specifications of this contract or authorized in advance and in writing by the Commonwealth. The Contractor shall maintain supporting documents that substantiate every claim for expenses and shall furnish same if requested by the Commonwealth.

10.00 Other expenses, if authorized herein
This section does not apply to governmental or quasi-governmental entities.
The Contractor shall be reimbursed for no other expenses of any kind, unless and except as specifically authorized within the specifications of this contract or authorized in advance and in writing by the Commonwealth.

If the reimbursement of such expenses is authorized, the reimbursement shall be only on an out-of-pocket basis. Request for payment of same shall be processed upon receipt from the Contractor of valid, itemized statements submitted periodically for payment at the time any fees are due. The Contractor shall maintain supporting documents that substantiate every claim for expenses and shall furnish same if requested by the Commonwealth.

11.00 Purchasing and specifications
This section does not apply to governmental or quasi-governmental entities.
The Contractor certifies that he/she will not attempt in any manner to influence any specifications to be restrictive in any way or respect nor will he/she attempt in any way to influence any purchasing of services, commodities or equipment by the Commonwealth of Kentucky. For the purpose of this paragraph and the following paragraph that pertains to conflict-of interest laws and principles, "he/she" is construed to mean "they" if more than one person is involved and if a firm, partnership, corporation, or other organization is involved, then "he/she" is construed to mean any person with an interest therein.

12.00 Conflict-of-interest laws and principles
This section does not apply to governmental or quasi-governmental entities.
The Contractor certifies that he/she is legally entitled to enter into this contract with the Commonwealth of Kentucky, and by holding and performing this contract, he/she will not be violating either any conflict of interest statute (KRS 45A.330-45A.340, 45A.990, 164.390), or KRS 11A.040 of the executive branch code of ethics, relating to the employment of former public servants.

13.00 Campaign finance
This section does not apply to governmental or quasi-governmental entities.
The Contractor certifies that neither he/she nor any member of his/her immediate family having an interest of 10% or more in any business entity involved in the performance of this contract, has contributed more than the amount specified in KRS 121.056(2), to the campaign of the gubernatorial candidate elected at the election last preceding the date of this contract. The Contractor further swears under the penalty of perjury, as provided by KRS 523.020, that neither he/she nor the company which he/she represents, has knowingly violated any provisions of the campaign finance laws of the Commonwealth, and that the award of a contract to him/her or the company which he/she represents will not violate any provisions of the campaign finance laws of the Commonwealth.

14.00 Access to Records
The state agency certifies that it is in compliance with the provisions of KRS 45A.150, "Access to contractor's books, documents, papers, records, or other evidence directly pertinent to the

contract." The Contractor, as defined in KRS 45A.030, agrees that the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this agreement for the purpose of financial audit or program review. The Contractor also recognizes that any books, documents, papers, records, or other evidence, received during a financial audit or program review shall be subject to the Kentucky Open Records Act, KRS 61.870 to 61.884. Records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent to the agreement and shall be exempt from disclosure as provided in KRS 61.878(1)(c).

15.00 Social security
This section does not apply to governmental or quasi-governmental entities.
The parties are cognizant that the state is not liable for social security contributions, pursuant to 42
U.S. Code, section 418, relative to the compensation of the second party for this contract.

Any exceptions to this stipulation require an attachment or exhibit that explicitly addresses, and provides a basis for, payment of second party’s social security contributions by the state, pursuant to 42 U.S. Code, section 418.

16.00 Violation of tax and employment laws
KRS 45A.485 requires the Contractor and all subcontractors performing work under the contract to reveal to the Commonwealth any final determination of a violation by the Contractor within the previous five (5) year period of the provisions of KRS chapters 136, 139, 141, 337, 338, 341, and 342. These statutes relate to corporate and utility tax, sales and use tax, income tax, wages and hours laws, occupational safety and health laws, unemployment insurance laws, and workers compensation insurance laws, respectively. Disclosure of any violations is required prior to the award of any state contract and throughout the duration the contract.

Failure to disclose violations shall be grounds for the Commonwealth's disqualification of a contractor or subcontractor from eligibility for future state contracts for a period of two (2) years.

To comply with KRS 45A.485, the Contractor and all subcontractors performing work under this contract shall report any such final determination(s) of any violation(s) within the previous five (5) years to the Commonwealth by
providing a list of the following information regarding any violation(s): (1) specific KRS violated, (2) date of any final determination of a violation, and (3) state agency which issued the final determination.

A list of any disclosures made prior to award of a contract shall be attached to the contract. The Contractor affirms that it has not violated any of the provisions of the above statutes within the previous five (5) year period, aside from violations explicitly disclosed and attached to this contract. Contractor further affirms that it will (1) communicate the above KRS 45A.485 disclosure requirements to any subcontractors and (2) disclose any subcontractor violations it becomes aware of to the Commonwealth.

17.00 Nondiscrimination
The Equal Employment Opportunity Act of 1978 (the “Act”), KRS 45.560 to 45.640, applies to all State government contracts or subcontracts in an amount exceeding $500,000. The contractor shall comply with all terms and conditions of the Act.

During the performance of this contract, the Contractor agrees as follows:

(a) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age forty (40) and over, disability, veteran status, or national origin or.

(b) The Contractor shall take affirmative action in regard to employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination rates of pay or other forms of compensation, and selection for training, so as to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, age forty (40) and over, disability, veteran status, and national origin.

(c) The Contractor shall state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age forty (40) and over, disability, veteran status, or national origin.

(d) The Contractor shall post notices in conspicuous places, available to employees and applicants for employment, setting forth the provisions of this non-discrimination clause.

The Contractor shall send a notice to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding advising the said labor union or workers' representative of the Contractor's commitments under this nondiscrimination clause.

The Contractor's noncompliance with the nondiscrimination clauses of this contract shall constitute a material breach of the contract.

Each Contractor shall, for the length of the contract or at the point at which the contract is covered by this Act and until its conclusion, furnish such information as required by the Act and any rules, regulations and orders issued pursuant thereto and permit access to all books and records pertaining to his employment practices and work sites by the contracting agency and the Cabinet to ascertain compliance with the Act.

This section applies to agreements disbursing federal funds, in whole or part, only when the terms for receiving those funds mandate its inclusion.

18.00 Bidder, Offeror, or Contractor Mandatory Representations Compliance with Commonwealth Law

The contractor represents that, pursuant to KRS 45A.485, they and any subcontractor performing work under the contract will be in continuous compliance with the KRS chapters listed below and have revealed to the Commonwealth any violation determinations within the previous five (5) years:

KRS Chapter 136 (CORPORATION AND UTILITY TAXES)
KRS Chapter 139 (SALES AND USE TAXES)
KRS Chapter 141 (INCOME TAXES)
KRS Chapter 337 (WAGES AND HOURS)
KRS Chapter 338 (OCCUPATIONAL SAFETY AND HEALTH OF EMPLOYEES)
KRS Chapter 341 (UNEMPLOYMENT COMPENSATION)
KRS Chapter 342 (WORKERS' COMPENSATION)

Boycott Provisions

The contractor represents that, pursuant to KRS 45A.607, they are not currently engaged in, and will not for the duration of the contract engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which Kentucky can enjoy open trade. **Note:** The term Boycott

does not include actions taken for bona fide business or economic reasons, or actions specifically required by federal or state law.

Lobbying Prohibitions
The contractor represents that they, and any subcontractor performing work under the contract, have not violated the agency restrictions contained in KRS 11A.236 during the previous ten (10) years, and pledges to abide by the restrictions set forth in such statute for the duration of the contract awarded.

The contractor further represents that, pursuant to KRS 45A.328, they have not procured an original, subsequent, or similar contract while employing an executive agency lobbyist who was convicted of a crime related to the original, subsequent, or similar contract within five (5) years of the conviction of the lobbyist.

Approvals

This contract is subject to the terms and conditions stated herein. By affixing signatures below, the parties verify that they are authorized to enter into this contract and that they accept and consent to be bound by the terms and conditions stated herein. In addition, the parties agree that (i) electronic approvals may serve as electronic signatures, and (ii) this contract may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single contract.

1st Party:

Signature | Title

Printed Name | Date

2nd Party:

Signature | Title

Printed Name | Date

Other Party:

Signature | Title

Printed Name | Date

Approved as to form and legality:

Attorney

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 1048-25

File ID:	1048-25	**Type:**	Agenda Item	**Status:**	Agenda Ready
Version:	1	**Contract #:**		**In Control:**	Social Services
				File Created:	11/03/2025
File Name:	IRS VITA Partner Sponsor Agreement & Site Info Sheet 2026			**Final Action:**	

Title: Authorization to sign the Volunteer Site Information Sheet with Internal Revenue Service for the provision of Volunteer Income Tax Assistance (VITA). This program provides free tax preparation and filing to low-to-moderate income citizens in Fayette County. LFUCG will provide program space for VITA at the Charles Young Center from January 26 through April 7, 2026. No budgetary impact. (L1048-25)(Allen-Bryant)

Notes: RIO 11/7/2025. MS

Sponsors:		**Enactment Date:**	
Attachments:	1048-25 Bluesheet Memo IRS VITA Tax Program Agreement 2026, F13533 Partner Sponsor Agreement, IRS Form 13715 Site Info Sheet	**Enactment Number:**	
Deed #:		**Hearing Date:**	
Drafter:	Theresa Maynard	**Effective Date:**	

History of Legislative File

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

Text of Legislative File 1048-25

Title

Authorization to sign the Volunteer Site Information Sheet with Internal Revenue Service for the provision of Volunteer Income Tax Assistance (VITA). This program provides free tax preparation and filing to low-to-moderate income citizens in Fayette County. LFUCG will provide program space for VITA at the Charles Young Center from January 26 through April 7, 2026. No budgetary impact. (L1048-25)(Allen-Bryant)

Summary

Authorization to sign the Volunteer Site Information Sheet with Internal Revenue Service for the provision of Volunteer Income Tax Assistance (VITA). This program provides free tax preparation and filing to low-to-moderate income citizens in Fayette County. LFUCG will provide program space for VITA at the Charles Young Center from January 26 through April

7, 2026. No budgetary impact. (L1048-25)(Allen-Bryant)

Budgetary Implications: NO

Advance Document Review:

Law: David Barberie 11/3/25

Risk Management: N/A

Fully Budgeted [select]: N/A

Account Number:

This Fiscal Year Impact: NA

Annual Impact: N/A

Project:

Activity:

Budget Reference:

Current Balance:

MAYOR LINDA GORTON

LEXINGTON

KACY-ALLEN BRYANT
COMMISSIONER
SOCIAL SERVICES

TO: Mayor Linda Gorton
Honorable Members, Urban County Council

FROM: Kacy Allen-Bryant, Commissioner of Social Services

DATE: November 4, 2026

SUBJECT: Volunteer Income Tax Assistance (VITA) Volunteer Site Information Sheet 2026 with Internal Revenue Service

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Request:

Request Council approval to authorize the Mayor to sign the Volunteer Site Information Sheet with Internal Revenue Service for the provision of Volunteer Income Tax Assistance (VITA). This program provides free tax preparation and filing to low-to-moderate income citizens in Fayette County. The United Way of the Bluegrass is the statewide administrator of the VITA program.

Why Are You Requesting?

LFUCG will provide program space for VITA at the Charles Young Center (540 East Third Street). Program space will be available January 26 through April 7, 2026. Services will be rendered by volunteers registered with the United Way. In 2025, the program processed 562 federal returns for Fayette County residents.

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

There is no fiscal impact associated with this agreement.

Are the funds budgeted?

There is no fiscal impact associated with this agreement.

File Number: 1048-25

Director/Commissioner: Kacy Allen-Bryant

Form **13533**
(October 2025)

Department of the Treasury - Internal Revenue Service

VITA/TCE Partner Sponsor Agreement

We appreciate your willingness and commitment to serve as a sponsor in the Volunteer Income Tax Assistance (VITA) or Tax Counseling for the Elderly (TCE) volunteer tax return preparation programs.

To uphold taxpayers' civil rights, maintain program integrity and provide for reasonable protection of information provided by the taxpayers serviced through the VITA/TCE Programs, it is essential that partners and volunteers adhere to the strictest standards of ethical conduct and the following key principles be followed.

- Partners and volunteers must keep confidential the information provided for tax return preparation.
- Partners and volunteers must protect physical and electronic data gathered for tax return preparation both during and after filing season.
- Partners using or disclosing taxpayer data for purposes other than current, prior, or subsequent year tax return preparation must secure the taxpayer's consent to use or disclose their data.
- Partners and volunteers must delete taxpayer information on all computers (both partner owned and IRS loaned) after filing season tax return preparation activities are completed.
- Partners and site coordinators are expected to keep confidential any personal volunteer information provided.
- Partners will educate and enforce the Volunteer Standards of Conduct and Civil Rights Laws and the impact on volunteers, sites, taxpayers and the VITA/TCE Programs for not adhering to them.

1. Sponsor name
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

2. Street address
200 EAST MAIN STREET

3. City	4. State	5. Zip code
LEXINGTON	KY	40507

6. Telephone number	7. Email address
859-494-4670	paulabondking@gmail.com

Review this form and Form 13615, Volunteer Standards of Conduct. By signing and dating this form, you are agreeing:

a) To the key principles,

b) All volunteers participating in your return preparation site will complete the volunteer standards of conduct training, and

c) All volunteers will agree to the Volunteer Standards of Conduct by signing and dating Form 13615.

d) To read, understand and follow the Statement of Assurance Concerning Civil Rights Compliance listed in Publication 4299, Privacy, Confidentiality and Civil Rights.

e) Form 13615 will be validated and signed by a partner designated official (Site Coordinator, partner, instructor or IRS contact).

The IRS may terminate this agreement and add you to a volunteer registry, effective immediately for disreputable conduct that could impact taxpayers' confidence in any VITA/TCE Programs operated by you or your coalition members.

Sponsor signature

Date

LINDA GORTON
Print name

MAYOR
Title

Privacy Act Notice

The Privacy Act of 1974 requires that when we ask for information we tell you our legal right to ask for the information, why we are asking for it, and how it will be used. We must also tell you what could happen if we do not receive it, and whether your response is voluntary, required to obtain a benefit, or mandatory. Our legal right to ask for information is 5 U.S.C. 301.

We are asking for this information to assist us in contacting you relative to your interest and/or participation in the IRS volunteer income tax preparation and outreach programs. The information you provide may be furnished to others who coordinate activities and staffing at volunteer return preparation sites or outreach activities. The information may also be used to establish effective controls, send correspondence and recognize volunteers.

Your response is voluntary. However, if you do not provide the requested information, the IRS may not be able to use your assistance in these programs.

Form **13715** (October 2025)

Department of the Treasury - Internal Revenue Service

Volunteer Site Information Sheet

OMB Number 1545-2222

Purpose: The IRS toll-free assistance line and the VITA Site Locator Tool on irs.gov use the information you provide on this form to help taxpayers locate the nearest volunteer tax preparation site. Fill-in the information below carefully and ensure it is accurate and complete. Return the completed form to your local IRS contact. **If the site information changes after submitting this form, please provide your local IRS contact with the updated information immediately.**

Site Information

Date *(MMDDYYYY)* 11/04/2025

Revised form ☐ Yes ☒ No

1. Site name CHARLES YOUNG CENTER

2. Site address 540 EAST THIRD STREET

3. City, state, Zip code LEXINGTON, KY 40508

4. Site Identification Number (SIDN) S43013888

5. Program type VITA

6. First day open/ Last day open 01/26/2026 / 04/07/2025

7. Languages offered ENGLISH

8. Is the site open to public ☒ Yes ☐ No

9. Is the site an appointment only site ☐ Yes ☒ No
If "Yes", provide contact name and phone number

10. Is the site a mobile only site ☐ Yes ☒ No

11. Does site prepare prior year returns ☒ Yes ☐ No

12. Does the site offer Certifying Acceptance Agent (CAA) service ☐ Yes ☒ No

13. Does the site use an Alternative Filing Method for return preparation ☐ Yes ☒ No
If "Yes", select one and type additional methods if applicable

14. What service systems are used to support virtual return preparation for this site? **Select all that apply**

☐ DocuSign ☐ Fax machines and/or phone calls ☐ Get Your Refund
☐ Google docs ☐ TaxSlayer taxpayer customer portal
☐ TaxSlayer taxpayer scanned documents ☐ Zoom or other video conferencing system
☐ Other system (write in) _____

15. Does the site offer Financial Education and Asset Building Services ☐ Yes ☒ No
If "Yes", Relationship Manager is required to complete Form 14099 - *SPEC Financial Education & Asset Building Partner Assessment Tool*

16. Does the site Prepare Non-Resident Alien/Foreign Student/Scholar Returns ☐ Yes ☒ No

17. Has Form 15272, VITA/TCE Security Plan, or equivalent been submitted to the Territory Office ☐ Yes ☐ No

18a. Federal e-file ☒ Yes ☐ No 18b. State e-file ☒ Yes ☐ No

Site Operating Hours

Day	Time		Comments *(e.g. holiday closures, alternative opening times)*
	Open	Close	
MON	5:00PM	8:00PM	CLOSED FEBRUARY 16, 2026, PRESIDENTS DAY
TUE	4:00PM	8:00PM	
WED			
THUR			
FRI			
SAT			
SUN			

Site Coordinator or Contact

Name	Phone number	Best time to call
PAULA KING	(859) 494-4670	ANY ☐ AM ☐ PM

Address *(street, city, state, zip code)*	Email address
540 EAST THIRD STREET, LEXINGTON, KY 40508	PAULABONDKING@GMAIL.COM

IRS Use Only

Date Form 13715 received in Territory Office	SPECTRM updated (employee SEID) and date

Territory Manager or Designee approval *(sign and date certifying the information on this form matches the data in SPECTRM)*

Privacy Act and Paperwork Reduction Notice – Our authority to ask for this information is 5 U.S.C. 301 and 26 USC 7801 and 7803. The primary purpose of asking for this information is to assist us in providing services to taxpayers at sites supporting IRS volunteer income tax preparation and outreach programs. The time estimated for participation is 30 minutes. Your response is voluntary. However, if you do not provide the requested information, the IRS may not be able to promote your assistance in these programs. We may not conduct or sponsor a collection of information subject to the Paperwork Reduction Act without displaying the OMB control number. We may provide this information to volunteers who coordinate activities and staffing at taxpayer assistance sites, and we may disclose this information to the media and the public. For more information about these and other routine uses, see the Privacy Act notices for Stakeholder Relationship Management and Subject Files and Volunteer Records (10.004 and 10.555) in the Federal Register: September 8, 2015 (Volume 80, Number 173) [Pages 54073-54074]

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 1049-25

File ID:	1049-25	**Type:**	Agenda Item	**Status:**	Agenda Ready
Version:	2	**Contract #:**		**In Control:**	Grants and Special Programs
				File Created:	11/04/2025
File Name:	Request Council authorization to execute Modification No. 1 to the agreement with the Kentucky Department of Military Affairs, Division of Emergency Management for FY 2023 Emergency Management Performance Grant (EMPG) extending the period of performance t			**Final Action:**	

Title: Authorization to execute Modification No. 1 to the agreement with the Kentucky Department of Military Affairs, Division of Emergency Management for FY 2023 Emergency Management Performance Grant (Reso 023-2024) extending the period of performance to September 30, 2026. No budgetary impact. (L1049-25)(Larkin/Armstrong)

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	26 - Bluesheet Memo EMPG Extension, Final_SC_095_2400000073_2_PO_CNTRCT_FORM - Unsigned	**Enactment Number:**	
Deed #:		**Hearing Date:**	
Drafter:	Katrina James	**Effective Date:**	

History of Legislative File

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

Text of Legislative File 1049-25

Title

Authorization to execute Modification No. 1 to the agreement with the Kentucky Department of Military Affairs, Division of Emergency Management for FY 2023 Emergency Management Performance Grant (Reso 023-2024) extending the period of performance to September 30, 2026. No budgetary impact. (L1049-25)(Larkin/Armstrong)

Summary

Authorization to execute Modification No. 1 to the agreement with the Kentucky Department of Military Affairs, Division of Emergency Management for FY 2023 Emergency

Management Performance Grant (Reso 023-2024) extending the period of performance to September 30, 2026. No budgetary impact. (L1049-25)(Larkin/Armstrong)

Budgetary Implications: Yes

Advance Document Review:

Law: Yes, Completed by Michael Sanner, 11/24/2025

Risk Management: N/A

Fully Budgeted: Yes

Account Number:

This Fiscal Year Impact: No additional cost in this budget year or in future budget years.

Annual Impact: $0

Project: EMRG_MGMT_2024

Activity: FED_GRANT

Budget Reference: 2024

Current Balance:

MAYOR LINDA GORTON

LEXINGTON

THERESA REYNOLDS
DIRECTOR
GRANTS & SPECIAL PROGRAMS

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

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

DATE: **OCTOBER 30, 2025**

SUBJECT: **Extension of Performance Period for FY 2023 Emergency Management Performance Grant for the Division of Emergency Management**

Request: Council authorization to execute Modification No. 1 to the agreement with the Kentucky Department of Military Affairs, Division of Emergency Management for FY 2023 Emergency Management Performance Grant (EMPG) extending the period of performance to September 30, 2026.

Purpose of Request: On January 23, 2024 (Resolution 023-2024), Council approved the acceptance of an award of federal funds from the Kentucky Department of Military Affairs, Division of Emergency Management FY 2023 Emergency Management Performance Grant (EMPG) to support emergency preparedness activities in Fayette County. Funds are used to offset personnel and operating costs in the Division of Emergency Management.

The Kentucky Department of Military Affairs, Division of Emergency Management has offered the LFUCG a modification to this agreement extending the performance period for the Emergency Management Performance Grant from October 1, 2023 through September 30, 2026 to provide additional time for project completion.

What is the cost in this budget year and future budget years? No additional cost in this budget year or in future budget years.

Are the funds budgeted? All grant funds are budgeted.

File Number: 1049-25

Director/Commissioner: Larkin/Armstrong

Commonwealth of Kentucky
CONTRACT MODIFICATION

Document Number: SC 095 2400000073 **Version:** 2

Record Date: 09/30/2025

Document Description: 2023 EMA Program Funds (EMPG 2023 Cycle)

Cited Authority: KRS39A.030
Grant activity-Div of Emergency Mgmt

Reason for Modification: MODIFICATION# 1
September 23, 2025

Original Contract Amount $2,679,893.00
Amount of Increase $0.00
New Contract Amount $2,679,893.00

Extending contract from 9/30/2025 to 9/30/2026 to provide additional time for project completion.

Issuer Contact:

Name: Karen Stockton
Phone: 502-607-5716
E-mail: KAREN.S.STOCKTON3.NFG@army.mil

Vendor Name:

Multiple Provider

702 Capitol Avenue

OMPS
Frankfort KY 40601

Vendor No. ZZMISCPROC

Vendor Contact
Name: No Contact

Phone: XXX-XXX-XXXX

E-mail:

Shipping Information:
DMA - Division of Emergency Management
100 Minuteman Pkwy
Bldg 110
Frankfort KY 40601

Billing Information:
DMA - Division of Emergency Management
100 Minuteman Pkwy
Bldg 110
Frankfort KY 40601

Effective From: 10/01/2023 **Effective To:** 09/30/2026

Line Item	Delivery Date	Quantity	Unit	Description	Unit Price	Contract Amount	Total Price
1		0.00000		FY 2023 EMA Program Funds	$0.000000	$2,679,893.00	$2,679,893.00

Extended Description:

1. FAIN # EMA-2023-EP-00004-S01

2. Federal award date is July 10, 2023.

3. The purpose of the EMPG Program is to provide Federal funds to states to assist state and local governments in preparing for all hazards, as authorized by

Section 662 of the Post Katrina Emergency Management Reform Act (6 U.S.C. Section 762) and the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. Section 5121 et seq.) The FY 2023 EMPG will provide federal funds to assist state and local emergency management agencies to obtain the resources required to support the National Preparedness Goals associated mission areas and core capabilities.

4. Federal awarding agency is the Department of Homeland Security, Federal Emergency Management Agency FEMA, Region IV) Pass-through entity is the Commonwealth of Kentucky, Department of Military Affairs, Division of Emergency Management.

5. CFDA # 97.042, Emergency Management Performance Grant Program (EMPG) $5,515,786.00(Federal Share)

6. Federal Award Period: October 1, 2023, through September 30, 2026

TOTAL CONTRACT AMOUNT	**$2,679,893.00**

Memorandum of Agreement Terms and Conditions

MODIFICATION# 1
September 23, 2025

Original Contract Amount $2,679,893.00
Amount of Increase $0.00
New Contract Amount $2,679,893.00

Extending contract from 9/30/2025 to 9/30/2026 to provide additional time for project completion.

This Memorandum of Agreement (MOA) is entered into, by and between the Commonwealth of Kentucky, Department of Military Affairs, Division of Emergency Management ("the "Commonwealth") and each of one hundred and twenty (120) local jurisdictions of the Commonwealth ("the Contractor") to establish an agreement for an Emergency Management Assistance (EMA) program funded by a federal Emergency Management Performance Grant (EMPG) program. This MOA is effective from October 1, 2023, through September 30, ~~2025~~ 2026.

Scope of Services:
(This MOA implements elements of an EMPG program authorized by Catalog of Federal Domestic Assistance (CFDA) 97.042 and administered by the First Party. Approved support includes project scope and associated expenses identified in 2020 KYEM EMA Guidance, 2022 Federal Emergency Management Agency (FEMA) EMPG Funding Opportunity Announcement, and the FEMA Preparedness Grants Manual, February 2022.

One hundred twenty local jurisdictions within the Commonwealth of Kentucky (including, e.g. Adair, Allen, Anderson, Ballard, Barren, Bath, Bell, Boone, Bourbon, Boyd, Boyle, Bracken, Breathitt, Breckinridge, Bullitt, Butler, Caldwell, Calloway, Campbell, Carlisle, Carroll, Carter, Casey, Christian, Clark, Clay, Clinton, Crittenden, Cumberland, Daviess, Edmonson, Elliott, Estill, Fleming, Floyd, Fulton, Gallatin, Garrard, Grant, Graves, Grayson, Green, Greenup, Hancock, Hardin, Harlan, Harrison, Hart, Henderson, Henry, Hickman, Hopkins, Jackson, Jessamine, Johnson, Kenton, Knott, Knox, Larue, Laurel, Lawrence, Lee, Leslie, Letcher, and Lewis Counties; Lexington-Fayette Urban County Government; Lincoln, Livingston, Logan, Louisville Jefferson Metro Government, Lyon, McCracken, McCreary, McLean, Madison, Magoffin, Marion, Marshall, Martin, Mason, Meade, Menifee, Mercer, Metcalfe, Monroe, Montgomery, Morgan, Muhlenberg, Nelson, Nicholas, Ohio, Oldham, Owen, Owsley, Pendleton, Perry, Pike, Powell, Pulaski, Robertson, Rockcastle, Rowan, Russell, Scott, Shelby, Simpson, Spencer, Taylor, Todd, Trigg, Trimble, Union, Warren, Washington, Wayne, Webster, Whitley, Wolfe, and Woodford Counties; and the City of Frankfort) are contemplated individually, as eligible Contractors/Second Parties hereto as defined by KRS 45A.030 (9), and agree that they are willing, available, and qualified to perform the scope of work as detailed in this contract and as specifically outlined.

Performance Specifications:
The second party shall submit twelve operational claims or until second party allocation is met during the period of performance of October 1, 2023, through September 30, ~~2025~~ 2026. Operational claims include regular allocation expenditures to include but not limited to salary, mileage, utilities, etc.

Operational Claim #1 - October 2023
Operational Claim #2 - November 2023
Operational Claim #3 - December 2023
Operational Claim #4 - January 2024
Operational Claim #5 - February 2024
Operational Claim #6 - March 2024

Operational Claim #7 - April 2024
Operational Claim #8 - May 2024
Operational Claim #9 - June 2024
Operational Claim #10 - July 2024
Operational Claim #11 - August 2024
Operational Claim #12 - September 2024

The Second Party may submit additional claims if allocation has not been met after the submission of all operational claims. The remaining allocation shall be encumbered from October 1, 2024, through March 31, ~~2025~~ 2026. Allocations not encumbered by March 31, 2025 shall be reallocated for Additional Allocation Funding requests. The Additional Allocation funding request period shall be April 1, 2025, through September 30, ~~2025~~ 2026.

1. Successful completion by the Second Parties shall include the following deliverables:

   (a) Within 15 days of the end of each month, the Second Party shall ensure that the local emergency management agency (LEMA) shall upload to www.kyemweb.com, (WEBEOC) a completed claim of reimbursement using KYEM Form 160-1, which shall be signed by the Local Emergency Management Director and Second Party jurisdiction's Treasurer. Supporting documentation shall be in accordance with KYEM Standard Operating Procedures - Reimbursement Guidelines for all Kentucky Emergency Management Grants.

   (b) The Second Party shall complete Quarterly Performance and Financial Reports within WebEOC on or before the following dates:

   For Year One: First Quarter (October 1 through December 31) Due: January 15; Second Quarter (January 1 through March 31) Due: April 15; Third Quarter (April 1 through June 30) Due: July 15; and Fourth Quarter (July 1 through September 30) Due: October 15.

   For Year Two: Fifth Quarter (October 1 through December 31) Due: January 15; Sixth Quarter (January 1 through March 31) Due: April 15; Seventh Quarter (April 1 through June 30) Due: July 15; and Eighth Quarter (July 1 through September 30) Due: October 15.

   Quarterly reports shall be based on the Second Party's EMA work plan approved by KYEM. Additional quarterly reports may be required to be filed by the Second Party subject to extension of the period of performance.

2. The First Party shall notify a Second Party that has not expended all available funds to submit a revised work plan and budget. Second Parties are advised that failing to respond to such notification by the First Party may result in partial or complete reduction in funding in the sole discretion of the KYEM Director (the "Director.")
3. The Director shall review the performance and expenditure history of each Second Party quarterly and at any time, may reallocate funds necessary to meet the immediate need of the First Party or a Second Party.

Scope of Work:

1) The Second Party shall accomplish goals and objectives as presented through the annual program guidance issued by the Director and the results of internal and external evaluations of capabilities by both federal and Commonwealth evaluations.

2) The First Party shall notify the Second Party in writing of allocation amounts made thereto, based upon program analysis. The Director may designate an increase or decrease in allocation amounts to a Second Party based upon the Second Party's performance and/or subject to program requirements.

3) Allocation amounts shall be pursuant to KRS 39C.010 and 39C.020; up to, but no more than, 50% of total local funds expended by the Second Party.

4) Second Party contributions shall be at least 50% of eligible expenses. Federal funds provide a maximum of 50% reimbursement of eligible expenses.

5) Payments shall be made in the form of Electronic Funds Transfer (EFT) to an account designated by the Second Party jurisdiction's fiscal officer.

6) Eligible grant reimbursements shall be made for the grant period of October 1, 2023, through September 30, ~~2025~~ 2026.

7) Additional allocations for projects shall begin on October 1, 2023, and conclude on September 30, ~~2025~~ 2026.

8) Each Second Party jurisdiction shall develop a Local Distribution Management Plan ("Plan") to be incorporated into their jurisdiction's Emergency Operations Plan. This plan shall include sections with information on the following seven (7) components: 1. Requirement Defining; 2. Resource Ordering; 3. Distribution Methods; 4. Inventory Management; 5. Transportation; 6. Staging and; 7. Demobilization. Second Parties shall ensure their jurisdiction uses a KYEM template to complete the Plan and shall report to the First Party on Plan progress on a quarterly basis.

9) The Second Party shall ensure its jurisdiction submits damage assessments to the State EOC on a quarterly basis using applications provided by KYEM.

10) The Second Party shall report immediately before, during, and after a disaster event concerning the event's impact, impact to critical facilities, and needed resources. The Second Party shall use the reporting structure provided by KYEM when providing event information to the State EOC. Reporting structures are designed to highlight priority areas and interdependencies, focus attention on actions being taken, communicate coordination efforts towards stabilization, and integrate information.

11) Personnel funded pursuant to this MOA shall complete the following training within one (1) year of hire: (1) NIMS Training 100, 200, 700, 800; and (2) either the Emergency Management Institute Professional Development Series, or the Emergency Management Professionals Program Basic Academy.

12) Personnel funded pursuant to this MOA shall participate in at least three (3) exercises annually. Exercises shall be designed using the Homeland Security Exercise and Evaluation Program. The Second Party shall ensure that personnel proof of participation is provided to the First Party by uploading said proof into the jurisdiction's WebEOC portal.

13) To be considered for reimbursement, equipment must be deemed eligible for EMPG funding as detailed in the FEMA *Authorized Equipment List* (AEL).

Pricing:
The total contract amount is for $2,679,893.00. Payments from the contract will be made through the reimbursement process, whereby the Second Party provides backup for the expenditures and is reimbursed after review by the First Party.

The Second Party fees and expenses relative to the performance of the scope of services outlined in this Contract and in the detailed attachment(s) to this contract shall not exceed the Total Order Amount as set forth on signature page of this Contract. The subject services and functions are to be performed during the term of this contract as set forth on

page 1. It is understood that this contract is not effective and binding until approved by the Secretary of the Finance and Administration Cabinet and/or Legislative Research Commission's Government Contract Review Committee per KRS 45A.705.

Payment by the First Party to the Second Party shall be made only after receipt of appropriate, acceptable and timely invoice, as so described in this Contract, and as submitted in written or electronic format to the First Party by the Second Party. The preferred method of payment will be through electronic funds transfer.

(a) The contractor shall be reimbursed for no other expenses than those, which have been expressly detailed in this Contract. All direct charges shall be documented to support the direct charging of the expense.

(b) Where applicable:

(i) Invoicing for fee: The contractor's fee shall be original invoice(s) and shall be documented by the contractor. The invoice(s) must conform to the method prescribed in the specifications of this contract.

(ii) Invoicing for travel expenses: The contractor must follow instructions prescribed in the specifications of this contract. Either original or certified copies of receipts must be submitted for airline tickets, motel bills, restaurant charges, rental car charges, and other miscellaneous expenses.

(iii) Invoicing for miscellaneous expenses: The contractor must follow instructions prescribed in the specifications of this contract. Expenses submitted shall be documented by original or certified copies.

The contractor shall be paid no travel expense unless and except as specifically authorized under the specifications of this contract. Unless otherwise indicated, travel reimbursement shall be in accordance with 200 KAR 2:006. No travel time nor travel expenses will be included in the Second Party's or any subcontractor's hourly rates.

Agency Standard Terms and Conditions – Emergency Management Pass-through Agreements
Revised 2023 June

General

(a) Extension and Amendment. The terms and conditions of this contract may be modified by written agreement of the Parties pursuant to KRS Chapter 45A and subject to the approval of the Secretary of the Finance and Administration Cabinet and/or the Legislative Research Commission's Government Contracts Review Committee.

(b) Successors and Assigns. The Parties shall not assign any right herein without the written consent of the other party. Covenants made herein shall bind and inure to the benefit of any successors and assigns of the Parties whether or not expressly assumed or acknowledged by such successors or assigns.

(c) Entire Contract. This document forms the entire contract between the Parties. Prior discussions and understandings concerning the scope and subject matter are superseded and incorporated into the express terms herein.

(d) Severability. If any provision of this contract is held judicially invalid, the remainder shall continue in force and effect to the extent not inconsistent with such holding.

(e) Breach of Contract. Breach or violation of Terms and Conditions shall be cause for termination of contract.

(f) Waiver. Waiver of enforcement of any term or condition herein upon an event of breach shall not automatically extend to any other or future event of breach.

(g) Change of Circumstances. The Parties shall promptly notify each other of any legal impediment, change of circumstances, pending litigation, or any other event or condition that may adversely affect their ability to carry out this contract.

(h) Liability and Indemnity. Nothing in this contract shall be construed as an indemnification by or among the Parties for liabilities of the first or second party or any third person for property loss, damage, death, or personal injury ("Claims") arising out of and during the performance of this Contract.

(i) Applicable Federal Laws and Regulations. This contract is incidental to the implementation of a federal grant program and accordingly, shall be governed by and construed according to federal law to the extent it may affect the right, remedies, and obligations of the United States.

Federal Grant Subrecipient Requirements

To the extent not inconsistent with the express terms of this contract, 49 CFR 18, Uniform Administrative Requirements for Grants and Cooperative Contracts and 2 CFR 200, Subpart E, Cost Principles, are hereby incorporated by reference herein. Consistent therewith, the Commonwealth, as a pass-through entity for federal awards, shall monitor the performance of federal grant subrecipients (the "Subrecipients") and impose requirements upon Subrecipients in order for the Commonwealth to meet its responsibility to the federal awarding agency including without limitation, the identification of required financial and performance reports.

(a) Audits. Subrecipients agree to comply with federally-mandated audits. The Commonwealth agrees to review required audits promptly.

1. Pursuant to 2 CFR 200.501, Subrecipients expending more than $750,000 in federal grant monies per fiscal year shall conduct a single or program-specific audit for that fiscal year within nine (9) months of the end thereof and shall provide the final audit report to the Commonwealth within thirty (30) days of receipt.
2. Pursuant to 2 CFR 200.512, Contractor(s) that are a governmental entity, institution of higher learning, or other nonprofit institution, shall procure an annual audit within nine (9) months of closing of the fiscal year and shall fully comply with Federal Audit Clearinghouse audit submission requirements. The Commonwealth shall access and review audit reporting packages and data collection forms from the Federal Audit Clearinghouse as soon as practicable after the required submission. Notwithstanding the foregoing, the Commonwealth may require Contractor(s) provide it with a copy of any required audit.

(b) Reporting. Subrecipients agree to comply with federally-mandated reporting.

1. Pursuant to 2 CFR 200.112, Subrecipients shall disclose to the Commonwealth in writing and within five (5) days of having knowledge of any real or potential conflict of interest that may arise during the administration of the federal award. For this paragraph, "conflict of interest" is defined by applicable federal, state, and local statutes or regulations, and Sub-recipients' policies.
2. Pursuant to 2 CFR 200.338, Subrecipients shall disclose to the federal awarding agency and to the Commonwealth in writing and within thirty (30) days of discovering of any violation of federal criminal law concerning fraud, bribery, or gratuity violations which may affect the federal award; failure to act in strict conformity with this section may result in the imposition of any remedy authorized thereby.

(c) Monitoring. The Commonwealth agrees to monitor Subrecipients.

1. Risk Analysis—2 CFR 200.331(b) requires the Commonwealth evaluate each Subrecipient's risk of noncompliance with federal statutes, regulations, and the terms and conditions of the award for purposes of determining appropriate Subrecipient monitoring, which may include consideration of such factors as:

a. The Subrecipient's prior experience with the same or similar awards;
b. The results of previous audits, including whether or not the Subrecipient receives a single audit and the extent to which the same or similar award has been audited as a major program;
c. Whether Subrecipient has new personnel or new or substantially changed systems; and
d. The extent and results of federal awarding agency monitoring (e.g., if the Subrecipient also receives federal awards directly from a federal awarding agency.)

2. Monitoring Activities—2 CFR 200.331(d) requires the Commonwealth, as the pass-through entity, monitor the activities of Sub-recipients to ensure performance goals are achieved and that awards are used for authorized purposes and in compliance with federal statutes, regulations, and the terms and conditions of the award. Monitoring of the Subrecipient must include:
    a. Reviewing financial and performance reports required by the First Party;

b. Following-up and ensuring that the Subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the Subrecipient from the First Party detected through audits, on-site reviews, and other means; and
c. Issuing a management decision for audit findings pertaining to the Federal award provided to the Subrecipient from the First Party as required by 2 CFR §200.521 Management decision.

3. Monitoring Tools—Depending upon Commonwealth's assessment of risk posed by the Subrecipient, monitoring tools may be utilized to ensure accountability and compliance with program requirements and achievement of performance goals. Monitoring tools include but are not limited to:
    a. Providing Subrecipients with training and technical assistance on program-related matters;
    b. Performing on-site reviews of the Subrecipient's program operations;
    c. Arranging for agreed-upon-procedures engagements as described in 2 CFR §200.425 Audit services; and
    d. Imposition of specific award conditions.
4. Subaward Conditions—2 CFR 200.331(c) requires the Commonwealth consider imposing specific subaward conditions upon Sub-recipients as needed, consistent with 2 CFR 200.207. The Commonwealth shall consider:
    a. Criteria set forth in 2 CFR 200.205, federal awarding agency review of risk posed by applicants;
    b. Whether the applicant or recipient has a history of failing to comply with federal award terms and conditions;
    c. Whether the applicant or recipient fails to meet expected performance goals as described in 2 CFR 200.210; and
    d. Whether the applicant or recipient is not otherwise responsible.
5. Additional Conditions—The Commonwealth may impose upon Subrecipients additional federal award conditions.
    a. Additional federal award conditions may include:
        i. Requiring payment as reimbursement rather than advance payments;
        ii. Withholding authority to proceed to the next phase until receipt of evidence of acceptable performance within a given period of performance;
        iii. Requiring additional, detailed financial reports;
        iv. Requiring additional project monitoring;
        v. Requiring the non-federal entity obtain technical or management assistance; or
        vi. Establishing additional prior approvals.
    b. If the Commonwealth imposes an additional federal award condition upon Sub-recipients, the Commonwealth shall notify the Subrecipient in writing as to:
        i. The nature of the additional requirements;
        ii. The reason why the additional requirements are being imposed;
        iii. The nature of the action needed to remove the additional requirement, if applicable;
        iv. The time allowed for completing the actions if applicable, and
        v. The method for requesting reconsideration of the additional requirements imposed.
6. Removal of Conditions—Any specific condition imposed shall be promptly removed once the conditions prompting such condition has been corrected.
7. Remedies For Noncompliant Sub-recipients—2 CFR 200.331(h) requires the Commonwealth consider taking enforcement action against Subrecipients who fail to comply with federal statutes, regulations or the terms and conditions of a federal award when the Commonwealth determines that noncompliance cannot be remedied by imposing additional conditions as described above**.** In accordance with 2 CFR 200.338, the Commonwealth may take one or more of the following actions, as appropriate in the circumstances:
    a. Temporarily withhold cash payments pending correction of the deficiency by the non-Federal entity or more severe enforcement action.
    b. Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.

c. Wholly or partly suspend or terminate the Federal award.
d. Recommend to the Federal awarding agency to initiate suspension or debarment proceedings as authorized under 2 CFR part 180 and Federal awarding agency.
e. Withhold further Federal awards for the project or program.
f. Take other remedies that may be legally available.

Subcontractor Agreements – Incorporation of Terms

The Parties agree that all subcontractors performing Activities in furtherance of this contract shall be bound by the terms and conditions herein. Contractor(s) further agrees to incorporate this contract by reference in any written agreement with a subcontractor performing Activities in furtherance of this contract.

Lobbying and Political Activity

If applicable:

No funds expended or reimbursed under this contract shall be used to influence, directly or indirectly, the introduction or modification of any federal or state legislation or the outcome of any federal, state or local election, referendum, or initiative.

(a) Certification. Contractor(s) certify to the best of their knowledge and belief, that for the preceding contract period, if any, and for this current contract period:
   1. No federal funds have been paid or will be paid, by or on behalf of Contractor(s) to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative contract, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative contract;
   2. If any funds, other than federal funds, have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan or cooperative contract, Contractor(s) shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying;"
   3. Contractor(s) shall require that the language of this certification be included in award documents for all sub-awards at all tiers, including subcontractors, sub-grants, and contracts under grants, loans, and cooperative contracts, and that all sub-recipients shall certify and disclose; accordingly, and
   4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction under section 31, U. S. C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for such failure.

(b) Byrd Anti-Lobbying Amendment (if applicable) 31 U.S.C. 1352 is incorporated by reference herein. Pursuant thereto, Contractor(s) that apply or bid for an award exceeding $100,000 must file required certification. Each tier certifies to the tier above that it will not, and has not, used federal-appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining a federal contract, grant or other award. Each tier shall disclose lobbying with non-federal funds that take place in connection with obtaining a federal award. Disclosures under this paragraph shall be forwarded tier-to-tier up to the non-federal awarding agency.

(c) The Hatch Act (if applicable) Contractor(s) agrees to comply with 5 U.S.C. 1501 *et seq*., the Hatch Act, and regulations promulgated thereunder including 5 CFR Part 151, limiting political activity of employees or officers of state or local governments whose employment is connected to an activity financed in whole or part with federal funds.

Information Ownership and Management

(a) Unless otherwise stated herein, data and information shared or acquired by the Parties in furtherance of this contract ("Data") shall be and remain the sole property of the Commonwealth. Contractor(s) and their agents and assigns shall not use Data for any other purpose not expressly authorized herein to extent permitted by state and federal law.
(b) Contractor(s) agrees to comply with KRS 61.931 *et seq*., Kentucky's Personal Information Security and Breach Investigation Procedures and Practices Act, (the "Act.") To the extent Contractor(s) receives Personal Information as defined by and in accordance with the Act, in furtherance of Activities performed hereunder, Contractor(s) shall secure and protect Personal Information by, and without limitation:
    1. Utilizing security and breach investigation procedures appropriate to the nature of the Personal Information disclosed, reasonably designed to protect the Personal Information from unauthorized access, use, modification, disclosure, manipulation or destruction; and
    2. Notifying the Commonwealth of a security breach relating to Personal Information in the possession of practice or subcontractors without undue delay.

Financial Management System
Contractor(s) agrees to establish and maintain a financial management system which shall provide accurate, current, and complete disclosure of financial reporting for Activities in accordance with reporting requirements set forth in this contract including, without limitation:

(a) Records identifying the source and application of funds which shall contain information pertaining to federal and state funds received, obligations, unobligated balances (if applicable), assets, liabilities, expenditures and income.
(b) Effective control over and accountability for all funds, property, and assets to safeguard and assure that they are used solely for authorized purposes under this contract.
(c) Procedures for determining the reasonableness of costs in accordance with the terms and conditions of this contract; and
(d) Accounting records supported by source documentation.

Drug-Free Workplace
(a) Contractor(s) agree to comply with 41 U.S.C. 701 *et seq*., the Drug-Free Work Place Act of 1988, and maintain a drug-free workplace.
(b) Contractor(s) covenant and agree to comply with Final Rule, Government-Wide Requirements for Drug-Free Workplace (Grants), issued by the United States Office of Management and Budget, and any amendments thereto.

Environmental Standards
(a) Contractor(s) agree that Activities performed in furtherance of this contract shall comply with the Clean Air Act, the Federal Water Pollution Control Act, the Resources Conservation and Recovery Act (RCRA), the Comprehensive Environmental Response, Compensation, and Liabilities Act (CERCLA), National Environmental Policy Act (NEPA), and any other applicable federal, state, or local environmental law, regulation, or policy.
(b) Contractor(s) shall ensure that Activities shall not occur at a facility listed on the Environmental Protection Agency (EPA) list of violating facilities pursuant to 40 CFR 15 without the prior written agreement of the Commonwealth. Contractor(s) shall notify the Commonwealth immediately upon receipt of any communication from the EPA relating to performance of this contract.
(c) Contractor(s) is encouraged to integrate National Environmental Policy Act compliance and related legislation as implemented under 44 CFR and 2 CFR 200, in the execution and administration of this contract.

Preference for U.S. Flag Carriers
Contractor(s) agree to comply with 46 U.S.C. 1241(b), and regulations issued thereunder to include 46 CFR 381, concerning the use of privately-owned United States flag commercial vessels.

Debarment and Suspension

(a) Contractor(s) shall not make any award or permit any award, subgrant, or contract at any tier to any party debarred, suspended, or excluded from or ineligible for participation in federal assistance programs under Executive Order 12549 and 12689, "Debarment and Suspension."

(b) The Final Rule, Government-Wide Debarment and Suspension (Non-procurement), issued by the United States Office of Management and Budget is incorporated by reference and the Second Party covenants and agrees to comply with all the provision thereof, including any amendments to the Final Rule that may hereafter be issued.

Copeland "Anti-Kickback" Act

Contractor(s) agrees to comply with 40 U.S.C. 3145, the Copeland Anti-Kickback Act, and regulations promulgated thereunder including 29 CFR 3, whereby, it shall be unlawful to induce, by force, intimidation, threat, procuring dismissal from employment, or otherwise, any person employed in the construction or repair of public buildings or public works, finance in whole or in part by the United States, to give up any part of the compensation to which that person is entitled under a contract of employment.

Contract Work Hours and Safety Standards Act

Contractor(s) shall comply with 40 U.S.C. 3701 et seq., the Contract Work Hours and Safety Standards Act.

Patent Rights

The Patent Right Clause found at 37 CFR 401.12, is hereby incorporated by reference herein, which governs rights to inventions made by non-profit organizations and small business firms under government grants, contracts, and cooperative contracts.

Davis-Bacon Act (if applicable)

40 U.S.C. 3141 *et seq*. and regulations 29 CFR 5 are incorporated by reference herein. The Davis-Bacon Act requires contractors pay laborers and mechanics at prevailing wages determined by the Secretary of Labor, and to make payment at least once per week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency.

Procurement

(a) Contractor(s) shall acquire goods and service consistent with KRS 45A and applicable federal standards and procedures including, without limitation, 2 CFR 200, 44 CFR, 49 CFR, and 32 CFR.

(b) Contractor(s) agrees to comply with 41 U.S.C. 10, the Buy American Act, the Memorandum of Understanding between the United States of America and the European Economic Community on Government Procurement, and the North American Free Trade Contract (NAFTA.)

(c) Contractor(s) shall comply with the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, to procure:

1. Items designated within Environmental Protection Agency (EPA) guideline 40 CFR 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000;
2. Solid waste management services in a manner that maximizes energy and resource recovery; and

Establish an affirmative procurement program for the procurement of recovered materials identified in EPA guidelines.

Program Agreement Requirements

Revised July 2022

Assurances, Administrative Requirements, Cost Principles, Representations and Certifications

1. DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non-Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances as instructed by the awarding agency.
2. DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200 and adopted by DHS at 2 C.F.R. Part 3002.
3. By accepting this agreement, recipients, and their executives, as defined in 2 C.F.R. § 170.315, certify that their policies are in accordance with OMB's guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance.

General Acknowledgements and Assurances

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Recipients must cooperate with any DHS compliance reviews or compliance investigations conducted by DHS.
2. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities or personnel.
3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law, or detailed in program guidance.
5. Recipients (as defined in 2 C.F.R. Part 200 and including recipients acting as pass-through entities) of federal financial assistance from DHS or one of its awarding component agencies must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of Award for the first award under which this term applies. Recipients of multiple awards of DHS financial assistance should only submit one completed tool for their organization, not per award. After the initial submission, recipients are required to complete the tool once every two (2) years if they have an active award, not every time an award is made. Recipients should submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool.
   The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

Standard Terms & Conditions

Acknowledgement of Federal Funding from DHS

Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

Activities Conducted Abroad

Recipients must ensure that project activities performed outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Age Discrimination Act of 1975

Recipients must comply with the requirements of the Age Discrimination Act of 1975, Public Law 94-135 (1975) (codified as amended at Title 42, U.S. Code, § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

Americans with Disabilities Act of 1990
Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101– 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

Best Practices for Collection and Use of Personally Identifiable Information
Recipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

Civil Rights Act of 1964 – Title VI
Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

Civil Rights Act of 1968
Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. § 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

Copyright
Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

Debarment and Suspension
Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3002. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

Drug-Free Workplace Regulations
Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106).

Duplication of Benefits
Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX
Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. 92-318 (1972) (codified as amended at 20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

Energy Policy and Conservation Act
Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. 94- 163 (1975) (codified as amended at 42 U.S.C. § 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

False Claims Act and Program Fraud Civil Remedies
Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. §§3729- 3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)

Federal Debt Status
All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

Federal Leadership on Reducing Text Messaging while Driving
Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the Federal Government.

Fly America Act of 1974
Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C.) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

Hotel and Motel Fire Safety Act of 1990
Recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a

John S. McCain National Defense Authorization Act of Fiscal Year 2019
Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute – as it applies to DHS recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

Limited English Proficiency (Civil Rights Act of 1964, Title VI)
Recipients must comply with Title VI of the Civil Rights Act of 1964, (42 U.S.C. § 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: https://www.dhs.gov/guidance- published-help-department- supported-organizations-provide-meaningful-access-people-limited and additional resources on http://www.lep.gov.

Lobbying Prohibitions
Recipients must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

National Environmental Policy Act
Recipients must comply with the requirements of the National Environmental Policy Act of 1969, (NEPA) Pub. L. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 et seq. and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Nondiscrimination in Matters Pertaining to Faith-Based Organizations
It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statues, regulations, and guidance governing the participations of faith- based organizations in individual DHS programs.

Non-Supplanting Requirement
Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

Notice of Funding Opportunity Requirements
All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.

Patents and Intellectual Property Rights
Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq, unless otherwise provided by law. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

Procurement of Recovered Materials
States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. § 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental

Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Rehabilitation Act of 1973
Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. 93-112 (1973), (codified as amended at 29 U.S.C. § 794,) which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Reporting of Matters Related to Recipient Integrity and Performance
General Reporting Requirements:
If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds $10,000,000 for any period of time during the period of performance of this federal award, then the recipients must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

Reporting Subawards and Executive Compensation
Reporting of first tier subawards.

Recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

Required Use of American Iron, Steel, Manufactured Products, and Construction Materials
Recipients and subrecipients must comply with the Build America, Buy America Act (BABAA), which was enacted as part of the Infrastructure Investment and Jobs Act §§ 70901-70927, Pub. L. No. 117-58 (2021); and Executive Order 14005, Ensuring the Future is Made in All of America by All of America's Workers. *See also* Office of Management and Budget (OMB), Memorandum M-22-11, Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure.

Recipients and subrecipients of federal financial assistance programs for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

> (1) all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
>
> (2) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
>
> (3) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable

computer equipment that are used at or within the finished infrastructure project, but are not an integral part of the structure or permanently affixed to the infrastructure project.

Waivers
When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements.
(a) When the federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that:
(1) applying the domestic content procurement preference would be inconsistent with the public interest;

(2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or

(3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the OMB Made in America Office.

There may be instances where an award qualifies, in whole or in part, for an existing waiver described. For awards by the Federal Emergency Management Agency (FEMA), existing waivers are available and the waiver process is described at "Buy America" Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov. For awards by other DHS components, please contact the applicable DHS FAO.

To see whether a particular DHS federal financial assistance program is considered an infrastructure program and thus required to include a Buy America preference, please either contact the applicable DHS FAO, or for FEMA awards, please see Programs and Definitions: Build America, Buy America Act | FEMA.gov.

SAFECOM
Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Terrorist Financing
Recipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

Trafficking Victims Protection Act of 2000 (TVPA)
Trafficking in Persons.

Recipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106 (g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. § 7104. The award term is located at 2 C.F.R. § 175.15, the full text of which is incorporated here by reference.

Universal Identifier and System of Award Management
Requirements for System for Award Management and Unique Entity Identifier Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award

Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

USA PATRIOT Act of 2001
Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.

Use of DHS Seal, Logo and Flags
Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Whistleblower Protection Act
Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.

Disposition of Equipment Acquired Under the Federal Award
When original or replacement equipment acquired under this award by the recipient or its subrecipients is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, you must request instructions from KYEM to make proper disposition of the equipment pursuant to 2 C.F.R. Section 200.313.

Memorandum of Agreement Standard Terms and Conditions
Revised August 2025

1.00 Effective Date
All Memorandum of Agreements are not effective until the Secretary of the Finance and Administration Cabinet or his authorized designee has approved the agreement and until the agreement has been submitted to the government contract review committee. However, in accordance with KRS 45A.700, memoranda of agreement in aggregate amounts of $50,000 or less are exempt from review by the committee and need only be filed with the committee within 30 days of their effective date for informational purposes.

KRS 45A.695(7) provides that payments on personal service contracts and memoranda of agreement shall not be authorized for services rendered after government contract review committee disapproval, unless the decision of the committee is overridden by the Secretary of the Finance and Administration Cabinet or agency head if the agency has been granted delegation authority by the Secretary.

The Commonwealth will make payment within thirty (30) working days of receipt of contractor's invoice or of acceptance of goods and/or services in accordance with KRS 45.453 and KRS 45.454.

Payments are predicated upon successful completion and acceptance of the described work, services, supplies, or commodities, and delivery of the required documentation. Invoices for payment shall be submitted to the agency contact person or his representative.

2.00 Cancellation Clause
Both parties shall have the right to terminate and cancel this contract at any time not to exceed thirty (30) days' written notice served on the Contractor by registered or certified mail.

3.00 Funding Out Provision
The state agency may terminate this agreement if funds are not appropriated to the contracting agency or are not otherwise available for the purpose of making payments without incurring any obligation for payment after the date of termination, regardless of the terms of the agreement. The state agency shall provide the Contractor thirty (30) calendar day’s written notice of termination of the agreement due to lack of available funding.

4.00 Reduction in Contract Worker Hours
The Kentucky General Assembly may allow for a reduction in contract worker hours in conjunction with a budget balancing measure for some professional and non-professional service contracts.
If under such authority the agency is required by Executive Order or otherwise to reduce contract hours, the agreement will be reduced by the amount specified in that document. If the contract funding is reduced, then the scope of work related to the contract may also be reduced commensurate with the reduction in funding. This reduction of the scope shall be agreeable to both parties and shall not be considered a breach of contract.

5.00 Access to Records

The state agency certifies that it is in compliance with the provisions of KRS 45A.150, "Access to contractor's books, documents, papers, records, or other evidence directly pertinent to the contract." The Contractor, as defined in KRS 45A.030, agrees that the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this agreement for the purpose of financial audit or program review. The Contractor also recognizes that any books, documents, papers, records, or other evidence, received during a financial audit or program review shall be subject to the Kentucky Open Records Act, KRS 61.870 to 61.884. Records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent to the agreement and shall be exempt from disclosure as provided in KRS 61.878(1)(c).

6.00 Violation of tax and employment laws

KRS 45A.485 requires the Contractor and all subcontractors performing work under the contract to reveal to the Commonwealth any final determination of a violation by the Contractor within the previous five (5) year period of the provisions of KRS chapters 136, 139, 141, 337, 338, 341, and 342. These statutes relate to corporate and utility tax, sales and use tax, income tax, wages and hours laws, occupational safety and health laws, unemployment insurance laws, and workers compensation insurance laws, respectively. Disclosure of any violations is required prior to the award of any state contract and throughout the duration the contract.

Failure to disclose violations, shall be grounds for the Commonwealth's disqualification of a contractor or subcontractor from eligibility for future state contracts for a period of two (2) years.

To comply with KRS 45A.485, the Contractor and all subcontractors performing work under this contract shall report any such final determination(s) of any violation(s) within the previous five (5) years to the Commonwealth by providing a list of the following information regarding any violation(s): (1) specific KRS violated, (2) date of any final determination of a violation, and (3) state agency which issued the final determination.

A list of any disclosures made prior to award of a contract shall be attached to the contract. The Contractor affirms that it has not violated any of the provisions of the above statutes within the previous five (5) year period, aside from violations explicitly disclosed and attached to this contract. Contractor further affirms that it will (1) communicate the above KRS 45A.485 disclosure requirements to any subcontractors and (2) disclose any subcontractor violations it becomes aware of to the Commonwealth.

7.00 Nondiscrimination

The Equal Employment Opportunity Act of 1978 (the “Act”), KRS 45.560 to 45.640, applies to all State government contracts or subcontracts in an amount exceeding $500,000. The contractor shall comply with all terms and conditions of the Act.

During the performance of this contract, the Contractor agrees as follows:

(a) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age forty (40) and over, disability, veteran status, or national origin or.

(b) The Contractor shall take affirmative action in regard to employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination rates of pay or other forms of compensation, and selection for training, so as to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, age forty (40) and over, disability, veteran status, and national origin.

(c) The Contractor shall state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age forty (40) and over, disability, veteran status, or national origin.

(d) The Contractor shall post notices in conspicuous places, available to employees and applicants for employment, setting forth the provisions of this non-discrimination clause.

The Contractor shall send a notice to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding advising the said labor union or workers' representative of the Contractor's commitments under this nondiscrimination clause.

The Contractor's noncompliance with the nondiscrimination clauses of this contract shall constitute a material breach of the contract.

Each Contractor shall, for the length of the contract or at the point at which the contract is covered by this Act and until its conclusion, furnish such information as required by the Act and any rules, regulations and orders issued pursuant thereto and permit access to all books and records pertaining to his employment practices and work sites by the contracting agency and the Cabinet to ascertain compliance with the Act.

This section applies to agreements disbursing federal funds, in whole or part, only when the terms for receiving those funds mandate its inclusion.

Approvals

This contract is subject to the terms and conditions stated herein. By affixing signatures below, the parties verify that they are authorized to enter into this contract and that they accept and consent to be bound by the terms and conditions stated herein. In addition, the parties agree that (i) electronic approvals may serve as electronic signatures, and (ii) this contract may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single contract.

1st Party:

Signature	Title
Printed Name	Date

2nd Party:

Signature	Mayor Title
Linda Gorton Printed Name	Date

Other Party:

Signature	Title
Printed Name	Date

Approved as to form and legality:

Attorney

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 1050-25

File ID:	1050-25	**Type:**	Agenda Item	**Status:**	Agenda Ready
Version:	2	**Contract #:**		**In Control:**	Grants and Special Programs
				File Created:	11/04/2025
File Name:	Request Council authorization to execute Amendment No. 1 to the agreement with New Beginnings, Bluegrass, Inc. to extend the period of performance to April 30, 2026, and authorizing the Mayor to execute any other agreements or amendments with New Beginnin			**Final Action:**	

Title: Authorization to execute Amendment No. 1 to the agreement with New Beginnings, Bluegrass, Inc. (Reso 226-2024) related to the Housing Navigation Permanent Supportive Housing Program to extend the period of performance to April 30, 2026, and to execute any other agreements or amendments with New Beginnings, Bluegrass, Inc. No budgetary impact. (L1050-25)(Reynolds/Lanter)

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	26 - Bluesheet Memo New Beginnings Extension, First Amendment New Beginnings FY2024 CDBG-FINAL, FY24 CDBG New Beginnings Agreement - Fully Executed	**Enactment Number:**	
Deed #:		**Hearing Date:**	
Drafter:	Katrina James	**Effective Date:**	

History of Legislative File

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

Text of Legislative File 1050-25

Title

Authorization to execute Amendment No. 1 to the agreement with New Beginnings, Bluegrass, Inc. (Reso 226-2024) related to the Housing Navigation Permanent Supportive Housing Program to extend the period of performance to April 30, 2026, and to execute any other agreements or amendments with New Beginnings, Bluegrass, Inc. No budgetary impact. (L1050-25)(Reynolds/Lanter)

Summary

Authorization to execute Amendment No. 1 to the agreement with New Beginnings, Bluegrass, Inc. (Reso 226-2024) related to the Housing Navigation Permanent Supportive Housing Program to extend the period of performance to April 30, 2026, and to execute any other agreements or amendments with New Beginnings, Bluegrass, Inc. No budgetary impact. (L1050-25)(Reynolds/Lanter)

Budgetary Implications: NO

Advance Document Review:

Law: Yes, Completed by William Razor, 11/3/2025

Risk Management: N/A

Fully Budgeted: There is no budgetary impact.

Account Number: 3120-900235-0001-71101

This Fiscal Year Impact: All funds were previously budgeted. There are no anticipated costs in future budget years.

Annual Impact: $0

Project: CDBG_2025

Activity: C05D

Budget Reference: 2025

Current Balance:

MAYOR LINDA GORTON

LEXINGTON

THERESA REYNOLDS
DIRECTOR
GRANTS & SPECIAL PROGRAMS

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

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

DATE: **NOVEMBER 3, 2025**

SUBJECT: Amendment No. 1 to Agreement with New Beginnings, Bluegrass, Inc.

Request: Council authorization to execute Amendment No. 1 to the agreement with New Beginnings, Bluegrass, Inc. to extend the period of performance to April 30, 2026, and authorizing the Mayor to execute any other agreements or amendments with New Beginnings, Bluegrass, Inc. related to the use of these funds.

Purpose of Request: On May 9, 2024 (Resolution 226-2024), Council authorized an agreement with New Beginnings, Bluegrass, Inc. awarding $54,000 of Community Development Block Grant Program (CDBG) funds provided by the 2024 Consolidated Plan for operating the Housing Navigation Permanent Supportive Housing Program. New Beginnings, Bluegrass, Inc. has requested to extend the period of performance to April 30, 2026.

What is the cost in this budget year and future budget years? All funds were previously budgeted. There are no anticipated costs in future budget years.

Are the funds budgeted? There is no budgetary impact.

File Number: 1050-25

Director/Commissioner: Reynolds/Lanter

FIRST AMENDMENT TO SUBRECIPIENT AGREEMENT
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM (CDBG)

THIS AMENDMENT TO AGREEMENT, made and entered into on this _____ day of _____, 2025, by and between **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government pursuant to KRS Chapter 67A, and located at 200 East Main Street, Lexington, Fayette County, Kentucky 40507 (hereinafter referred to as "Government"), and **NEW BEGINNINGS, BLUEGRASS, INC.,** a Kentucky non-profit corporation pursuant to KRS Chapter 273, and whose post office address is 1353 West Main Street, Suite 100 Lexington, Kentucky 40508 (hereinafter referred to as (hereinafter referred to as 'SUBRECIPIENT").

WHEREAS, Government and Grantee entered into an Agreement dated February 25, 2025 ("Agreement"), in which the SUBRECIPIENT was allocated $54,000.00 in federal funds from the United States Department of Housing and Urban Development's (hereinafter referred to as "HUD") Community Development Block Grant Program (CFDA 14.218) pursuant to which HUD has agreed to make a grant to the Government under Federal Award Number B-24-MC-21-0004 awarded December 3, 2024;

WHEREAS, SUBRECIPIENT has requested an amendment to **I. STATEMENT OF WORK**
F. Schedule – Time of Performance;

WHEREAS, the GOVERNMENT's responsibility for ensuring compliance with all grant requirements necessitates a written agreement with the SUBRECIPIENT; and

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

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

1. Section I of the Agreement, titled **STATEMENT OF WORK**,
Part F., titled Schedule – Time of Performance, shall be amended to read: "The term of this Agreement shall be December 3, 2024, through December 31, 2026."

2. In all other respects, except as specifically modified herein, the terms of the Agreement dated February 25, 2025, shall remain in full force and effect with respect to the provisions outlined therein.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.
SIGNATURE PAGE TO FOLLOW.

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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

BY_____
Linda Gorton, Mayor

ATTEST:

_____
Clerk of Urban County Council

NEW BEGINNINGS, BLUEGRASS, INC.

BY_____
Christy Shuffett, Executive Director

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

SUBRECIPIENT AGREEMENT

THIS AGREEMENT, made and entered into on 25 day of February, 2025, by and between **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government pursuant to KRS Chapter 67A, and located at 200 East Main Street, Lexington, Fayette County, Kentucky 40507 (hereinafter referred to as "GOVERNMENT"), and **NEW BEGINNINGS, BLUEGRASS, INC.,** a Kentucky non-profit corporation pursuant to KRS Chapter 273, and whose post office address is 1353 West Main Street, Suite 100 Lexington, Kentucky 40508 (hereinafter referred to as (hereinafter referred to as 'SUBRECIPIENT").

WHEREAS, the GOVERNMENT has been awarded federal funds from the U.S. Department of Housing and Urban Development's (hereinafter referred to as "HUD") Community Development Block Grant Program (CFDA 14.218) pursuant to which HUD has agreed to make a grant to the Government under Federal Award Number B-24-MC-21-0004 awarded December 3, 2024;

WHEREAS, the GOVERNMENT'S 2024 Consolidated Plan/Annual Action Plan allocates $54,000 in funds to the SUBRECIPIENT, New Beginnings, Bluegrass, Inc., Unique Entity Identifier YZJ5BCBJAPM5 for operating the Housing Navigation Permanent Supportive Housing Program;

WHEREAS, the SUBRECIPIENT has agreed to be responsible for the provision of these services;

WHEREAS, the GOVERNMENT's responsibility for ensuring compliance with all grant requirements necessitates a written agreement with the SUBRECIPIENT;

NOW, THEREFORE, in consideration of the foregoing and mutually agreed upon promises, conditions, and covenants hereinafter set forth, pursuant to grant requirements, the parties hereto agree as follows:

I. STATEMENT OF WORK

A. Activities

The SUBRECIPIENT will be responsible for the operation of a program that provides housing navigation supportive services to low-income persons with serious mental illnesses who are ready to transition from an institutional setting to permanent housing but have no immediate options available. The services shall be operated in a manner satisfactory to the GOVERNMENT and in compliance with all local, state, and federal laws and regulations.

B. National Objectives

The SUBRECIPIENT certifies that the activities carried out with funds provided under this Agreement will benefit low- and moderate-income persons. The SUBRECIPIENT shall document that at least 51% of the participants in this program are low- and moderate-income.

C. Performance Monitoring

The GOVERNMENT shall monitor the performance of the SUBRECIPIENT as necessary and in accordance with regulations on SUBRECIPIENT Monitoring and Management, 2 CFR 200.330 – 2 CFR 200.332, to ensure SUBRECIPIENT compliance with all of the requirements of this agreement, including the timeframes and performance goals associated with the activities. Substandard performance as determined by the GOVERNMENT will constitute noncompliance with this agreement. If action to correct such substandard performance is not taken by the SUBRECIPIENT within days after being notified by the GOVERNMENT, the GOVERNMENT may impose additional conditions on the SUBRECIPIENT and its use of CDBG funds consistent with 2 CFR 200.207, suspend or terminate this agreement, or initiate other remedies for noncompliance as appropriate and permitted under 2 CFR 200.338.

The primary indicator of success for the Housing Navigator is whether program participants obtain and maintain safe, decent, and affordable housing. To that end, the goals for this project are:

- At least 75% of participants who are experiencing homelessness to secure permanent housing in the community.
- At least 75% of the participants who secure permanent housing will maintain their housing for at least 6 months.

D. Budget and Use of Funds

Funds in the amount of $54,000 shall be used exclusively for personnel and operating costs which includes salaries, fringe, supplies to complete daily services to clients, cell phone service, HMIS license, and Cornerstone Supportive Housing Training costs. The approved budget is below:

Salaries	$ 40,697
Fringe	$ 12,803
Supplies	$ 500
Total	$ 54,000

The SUBRECIPIENT may only carry out the activities described in this agreement. The SUBRECIPIENT is prohibited from charging to the subaward the costs of CDBG ineligible activities, including those described at 24 CFR 570.207, and from using funds provided herein or personnel employed in the administration of activities under this agreement for political activities, inherently religious activities, or lobbying.

E. Payment

It is expressly agreed and understood that the total amount to be paid by the GOVERNMENT under this Agreement shall not exceed $54,000. The SUBRECIPIENT shall invoice the GOVERNMENT on a monthly basis for the reimbursement of actual expenditures incurred. SUBRECIPIENT's invoice must be for the services and eligible expense specified in Paragraph D above. SUBRECIPIENT's invoice must include copies of employee timesheets, payroll reports, documentation of payment of payroll taxes and fringe benefits, and copies of competitive quotations for all expenses as applicable.

F. Schedule – Time of Performance

The term of this Agreement shall be December 3, 2024, through December 31, 2025.

G. Timeliness

SUBRECIPIENT must invoice the GOVERNMENT for funds expended at least quarterly beginning no later than three months from the effective date of this agreement. Failure to submit an invoice in two or more consecutive quarters may result in termination of the agreement and reallocation of unspent funds at the discretion of the GOVERNMENT.

II. RECORDS AND REPORTS

A. Records to be Maintained

The SUBRECIPIENT shall maintain all records required by the federal regulations specified in 24 CFR Part 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

1. Records providing a full description of each activity undertaken;
2. Records demonstrating that each activity undertaken meet one of the National Objectives of the CDBG Program;
3. Records required to determine the eligibility of activities;
4. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
5. Records documenting compliance with the fair housing and equal opportunity components of the CDBG Program;
6. Financial records as required by 24 CFR Part 570.502, and 24 CFR 84, and
7. Other records necessary to document compliance with Subpart K of 24 CFR 570.

B. Client Data and Other Sensitive Information

The SUBRECIPIENT shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to government monitors or their designees for review upon request.

The SUBRECIPIENT understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the GOVERNMENT's responsibilities with respect to services provided under this Agreement, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

C. Retention

The SUBRECIPIENT shall retain all records pertinent to expenditures incurred under this Agreement for a period of four (4) years after the termination of all activities funded under this Agreement. Records of non-expendable property acquired with funds under this

Agreement shall be retained for four (4) years after final disposition of such property. Records for any displaced person must be kept for four (4) years after final disposition of such property. Records for any displaced person must be kept for four (4) years after he/she has received final payment. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

D. Reporting

1. Quarterly Reports

The SUBRECIPIENT shall submit to the GOVERNMENT quarterly reports for each quarter during which these federal funds are used for program operations. Quarterly reports are due as follows:

Quarter	**Due**
July-September	October 30
October-December	January 30
January-March	April 30
April-June	July 30

The quarterly reports shall provide information on the number of individuals (children and adults) served and their race, ethnicity, national origin, age, sex, and disability. Quarterly reports shall provide information about the number of persons/families moving into permanent housing.

2. Annual Reports

An annual report is required and shall provide the following information about the employees of the SUBRECIPIENT'S organization: race, age, sex, and disability. Additional annual reports required are the "Unserved" and the "Program Participant" reports. Annual reports shall be submitted to the GOVERNMENT no later than July 30th.

E. Project Close-out

The SUBRECIPIENT's obligation to the GOVERNMENT shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials), equipment, unspent cash advances, program income balances, and accounts receivable to the GOVERNMENT and determining the custodianship of records.

F. Audits, Inspections and Monitoring

1. Single Audit

The SUBRECIPIENT must be audited as required by 2 CFR part 200, subpart F when it is expected that the SUBRECIPIENT's Federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in §200.501 Audit

requirements.

SUBRECIPIENT shall submit a copy of the audit report to the Federal Audit Clearinghouse within 30 days after receipt of the audit report, but not later than nine months after the end of the audit period. Concurrently with the submission of the audit report to the Federal Audit Clearinghouse, SUBRECIPIENT shall submit a copy of the audit report to the GOVERNMENT'S Division of Grants and Special Programs. Any deficiencies noted in audit reports must be fully cleared by the SUBRECIPIENT within 30 days after receipt by the SUBRECIPIENT. Failure of the SUBRECIPIENT to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of the future payments.

2. Inspections and Monitoring

All SUBRECIPIENT records with respect to any matters covered by this Agreement shall be made available to the GOVERNMENT, grantor agency, their designees or the federal government, at any time during normal business hours, as often as the grantor agency deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data to meet the requirements of 2 CFR part 200.

The SUBRECIPIENT must submit to monitoring of its activities by the GOVERNMENT as necessary to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of this agreement.

G. Access to Records

The SUBRECIPIENT shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by GOVERNMENT, HUD or its agent, or other authorized federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

III. HMIS & COORDINATED ENTRY

1. HMIS

The SUBRECIPIENT must ensure that data on all persons served and all activities assisted under CDBG are entered into the applicable community-wide HMIS (homeless management information system) in accordance with standards of the U.S. Department of Housing and Urban Development. HMIS 640 reports are due at least quarterly to the GOVERNMENT, unless otherwise instructed.

2. Coordinated Entry

The SUBRECIPIENT must coordinate and integrate, to the maximum extent practicable, with other programs targeted to homeless people in the area covered by the Lexington Continuum of Care, which provides a strategic, community-wide system to prevent and end homelessness for the area. The SUBRECIPIENT must contact the Continuum of Care Coordinator with the

Office of Homelessness Prevention and Intervention to ensure program participation in the Lexington Continuum of Care's Coordinated Entry system. All program participants enrolled by the SUBRECIPIENT must come from the Coordinated Entry process ensuring that the screening, assessment and referral of program participants are consistent with the Lexington Continuum of Care's written Coordinated Entry standards. A victim service provider may NOT choose not to use the Continuum of Care's centralized or coordinated assessment system.

IV. PROGRAM INCOME

"Program Income" means gross income received by SUBRECIPIENT that was generated from the use of CDBG funds. Program income includes, but is not limited to the following:

a. Proceeds from the disposition by sale or long-term lease of real property purchased or improved with CDBG funds;
b. Proceeds from the disposition of equipment purchased with CDBG funds;
c. Gross income from the use or rental of real or personal property acquired by SUBRECIPIENT with CDBG funds, less the costs incidental to the generation of such income;
d. Gross income from the use or rental of real property owned by SUBRECIPIENT that was constructed or improved with CDBG funds, less the costs incidental to the generation of such income;

Pursuant to the requirements set forth in § 570.504(c), the GOVERNMENT will require remittance of all program income balances (including investments thereof) held by the SUBRECIPIENT to the GOVERNMENT.

V. SUSPENSION AND TERMINATION

This Agreement, in accordance with 24 CFR 85.43 can be terminated if SUBRECIPIENT fails to comply with any term of the award. This Agreement may be terminated for convenience in accordance with 24 CFR 85.44 upon written notice by the GOVERNMENT.

VI. REVERSION OF ASSETS

When the Agreement ends, the SUBRECIPIENT must transfer to the GOVERNMENT any CDBG funds on hand and accounts receivable attributable to the use of CDBG monies.

Pursuant to 24 CFR 570.503, if property is either acquired or improved with CDBG funds in excess of $25,000, the use of that property for the approved purpose must continue; in the case of personal property, generally for if the SUBRECIPIENT owns it and the property is needed for the CDBG activity, and in the case of real property (acquired or improved with CDBG funds in excess of $25,000), generally for at least 5 years following the expiration of the SUBRECIPIENT Agreement.

VII. UNIFORM ADMINISTRATIVE REQUIREMENTS

The SUBRECIPIENT shall comply with the applicable provisions in 2 CFR part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR part 200. These provisions include:

A. Financial & Program Management

The SUBRECIPIENT shall expend and account for all CDBG funds received under this agreement in accordance with 2 CFR part 200, including 2 CFR part 200, subpart D, which covers Standards for Financial and Program Management and agrees to adhere to the accounting principles and procedures required therein, use adequate internal controls, and maintain necessary source documentation for all costs incurred.

B. Cost Principles

Costs incurred, whether charged on a direct or an indirect basis, must be in conformance with 2 CFR part 200, subpart E. All items of cost listed in 2 CFR part 200, subpart E, that require prior Federal agency approval are allowable without prior approval of the GOVERNMENT to the extent they comply with the general policies and principles stated in 2 CFR part 200, subpart E and are otherwise eligible under this agreement.

C. Procurement and Contractor Oversight

The SUBRECIPIENT shall comply with the procurement standards in 2 CFR §200.318 - §200.326 when procuring property and services under this agreement and shall subsequently follow property management standards as provided by 2 CFR 200.344.

1. Equipment

The SUBRECIPIENT shall comply with current GOVERNMENT policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein.

2. Debarment Certification

The Subrecipient must comply with CDBG regulations regarding debarred or suspended entities at (24 CFR 570.489(l)). CDBG funds may not be provided to excluded or disqualified persons.

3. Contractor Oversight

The SUBRECIPIENT shall maintain oversight of all activities under this agreement and shall ensure that for any procured contract or agreement, its contractors perform according to the terms and conditions of the procured contracts or agreements, and the terms and conditions of this agreement. The SUBRECIPIENT shall impose the SUBRECIPIENT'S obligations under this agreement on its contractors, specifically or by reference, so that such obligations will be binding upon each of its contractors.

4. Subcontracts

The SUBRECIPIENT shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written consent of the GOVERNMENT prior to the execution of such agreement. The SUBRECIPIENT

will monitor all subcontracted services on a regular basis to assure compliance with this Agreement. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance. The SUBRECIPIENT shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement. The SUBRECIPIENT shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to the GOVERNMENT along with documentation concerning the selection process.

VIII. OTHER PROGRAM REQUIREMENTS

A. Nondiscrimination

5. 24 CFR Part 6

The SUBRECIPIENT will comply with 24 CFR part 6, which implements the provisions of section 109 of Title I of the Housing and Community Development Act of 1974 (Title I) (42 U.S.C. 5309). Section 109 provides that no person in the United States shall, on the ground of race, color, national origin, religion, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with Federal financial assistance.

The SUBRECIPIENT will adhere to the prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101-6107) (Age Discrimination Act) and the prohibitions against discrimination on the basis of disability under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) (Section 504). Section 109 of the HCDA makes these requirements applicable to programs or activities funded in whole or in part with CDBG funds. Thus, the SUBRECIPIENT shall comply with regulations of 24 CFR part 8, which implement Section 504 for HUD programs, and the regulations of 24 CFR part 146, which implement the Age Discrimination Act for HUD programs.

In accordance with 24 CFR 5.105 and section 2-33 of the Code of Ordinances of the Lexington-Fayette Urban County Government, the SUBRECIPIENT shall ensure that HUD-assisted housing or other services being provided pursuant to this agreement shall be made available without regard to actual or perceived sexual orientation, gender identity or marital status. Neither SUBRECIPIENT nor any of its agents will inquire about the sexual orientation or gender identity of any applicant for or person receiving HUD-assisted housing or other services

6. Architectural Barriers Act and the Americans with Disabilities Act

The SUBRECIPIENT shall ensure that its activities are consistent with requirements of Architectural Barriers Act and the Americans with Disabilities Act. The Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) requires certain Federal and Federally funded buildings and other facilities to be designed, constructed, or altered in accordance with standards that insure accessibility to, and use by, physically handicapped people. A building or facility designed, constructed, or altered with funds allocated or reallocated under this part after December 11, 1995, and that meets the definition of "residential structure" as

defined in 24 CFR 40.2 or the definition of "building" as defined in 41 CFR 101-19.602(a) is subject to the requirements of the Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) and shall comply with the Uniform Federal Accessibility Standards (appendix A to 24 CFR part 40 for residential structures, and appendix A to 41 CFR part 101-19, subpart 101-19.6, for general type buildings).

7. Title VI of the Civil Rights Act of 1964 (24 CFR part 1)

The SUBRECIPIENT shall comply with the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352), as amended. No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity funded by this agreement. The specific nondiscrimination provisions at 24 CFR 1.4 apply to the use of these funds. The SUBRECIPIENT shall not intimidate, threaten, coerce, or discriminate against any person for the purpose of interfering with any right or privilege secured by Title VI of the Civil Rights Act of 1964 or 24 CFR part 1, or because he has made a complaint, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing under 24 CFR part 1. The identity of complainants shall be kept confidential except to the extent necessary to carry out the purposes of 2 CFR part 1, including the conduct of any investigation, hearing, or judicial proceeding arising thereunder.

8. Affirmative Action

a. Approved Plan

The SUBRECIPIENT agrees that it shall be committed to carry out pursuant to the GOVERNMENT's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965. The GOVERNMENT shall provide Affirmative Action guidelines to the SUBRECIPIENT to assist in the formulation of such program.

b. W/MBE

The SUBRECIPIENT will use its best efforts to afford minority- and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the term "minority and female business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are African-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The SUBRECIPIENT may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

c. EEO/AA Statement

The SUBRECIPIENT will, in all solicitations or advertisements for employees placed or on behalf of the SUBRECIPIENT, state that it is an Equal Opportunity or Affirmative Action employer.

B. Labor and Employment Restrictions

The SUBRECIPIENT shall comply with the in labor standards in Section 110 of the Housing and Community Development Act of 1974, as amended and ensure that all laborers and mechanics employed by contractors or subcontractors in the performance of construction work financed in whole or in part with assistance received under this agreement shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 3141, et seq.), and 29 CFR part 1, 3, 5, 6, and 7, provided, that this requirement shall apply to the rehabilitation of residential property only if such property contains not less than 8 units.

The SUBRECIPIENT agrees to comply with the Copeland Anti- Kick Back Act (18 U.S.C. 874) and its implementing regulations of the U.S. Department of Labor at 29 CFR part 3 and part 5. The SUBRECIPIENT shall maintain documentation that demonstrates compliance with applicable hour and wage requirements. Such documentation shall be made available to the GOVERNMENT for review upon request.

C. Section 3 of the Housing and Urban Development Act of 1968

a. Compliance

Compliance with the provisions of Section 3, the regulations set forth in 24 CFR part 75, and all applicable rules and orders issued hereunder prior to the execution of this Agreement, shall be a condition of the federal financial assistance provided under this Agreement and binding upon the SUBRECIPIENT and any of the SUBRECIPIENT'S subrecipients and subcontractors. Failure to fulfill these requirements shall subject the GOVERNMENT, the SUBRECIPIENT and any of the SUBRECIPIENT'S subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The SUBRECIPIENT certifies and agrees that no contractual or other disability exists which would prevent compliance with these requirements.

The SUBRECIPIENT further agrees to comply with these "Section 3" requirements and to include the following language in all subcontractors executed under this Agreement:

"The work to be performed under this contract is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area and contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

The SUBRECIPIENT further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within

the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns which provide economic opportunities to low-and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The SUBRECIPIENT certifies and agrees that no contractual or other legal incapacity exists which would prevent compliance with these requirements.

b. Notifications

The SUBRECIPIENT agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

D. Conduct

1. Hatch Act

The SUBRECIPIENT agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V United States Code.

2. Conflict of Interest

In the procurement of supplies, equipment, construction, and services pursuant to this agreement, the SUBRECIPIENT shall comply with the conflict of interest provisions in 2 CFR 200.317 and 200.318. In all cases not governed by 2 CFR 200.317 and 200.318, the SUBRECIPIENT shall comply with the conflict of interest provisions in 24 CFR 570.611, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The SUBRECIPIENT further covenants that in the performance of this Agreement no person having such a financial interest shall be employed or retained by the SUBRECIPIENT hereunder.

3. Lobbying

The SUBRECIPIENT hereby certifies that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement;
b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly; and
d. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

E. Religious Activities

The SUBRECIPIENT agrees that funds provided under this Agreement will not be used for religious activities, to promote religious interests, or for the benefit of a religious organization in accordance with the federal regulations specified in 24 CFR 570.200(j).

F. Drug Free Workplace

The SUBRECIPIENT shall administer a policy designed to ensure that the facilities providing services under the terms of this agreement are free from the illegal use, possession, or distribution of drugs or alcohol by its employees and beneficiaries.

G. Insurance & Bonding

The SUBRECIPIENT shall comply with the bonding and insurance requirements of 24 CFR §200.325 and §200.310.

H. FFATA

The SUBRECIPIENT shall comply with the requirements of 2 CFR part 25 Universal Identifier and System for Award Management (SAM). The SUBRECIPIENT must have an active registration in SAM in accordance with 2 CFR part 25, appendix A, and must have a Data Universal Numbering System (DUNS) number. The SUBRECIPIENT must also comply with provisions of the Federal Funding Accountability and Transparency Act, which

includes requirements on executive compensation, and 2 CFR part 170 Reporting Subaward and Executive Compensation Information.

I. Environmental Conditions

1. Prohibition on Choice Limiting Activities Prior to Environmental Review

The SUBRECIPIENT must comply with the limitations in 24 CFR 58.22 even though the SUBRECIPIENT is not delegated the requirement under Section 104(g) of the HCD Act for environmental review, decision-making, and action (see 24 CFR part 58) and is not delegated the GOVERNMENT'S responsibilities for initiating the review process under the provisions of 24 CFR Part 52. 24 CFR 58.22 imposes limitations on activities pending clearance, and specifically limits commitments of HUD funds or non-HUD funds by any participant in the development process before completion of the environmental review. A violation of this requirement may result in a prohibition on the use of Federal funds for the activity.

J. Relocation, Real Property Acquisition and One-for-One Housing Replacement

The SUBRECIPIENT agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606 (c) governing the Residential Antidisplacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in §570.606(d) governing optional relocation policies. The SUBRECIPIENT shall provide relocation assistance to persons (families, individuals, businesses, non-profit organizations and farms) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The SUBRECIPIENT also agrees to comply with applicable GOVERNMENT policies concerning the displacement of persons from their residences.

VI. GENERAL CONDITIONS

A. The SUBRECIPIENT agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the Housing and Urban Development regulations concerning Community Development Block Grants CDBG). The SUBRECIPIENT also agrees to comply with all other applicable federal, state, and local laws, regulations, and policies governing the funds provided under this Agreement. The SUBRECIPIENT further agrees to use funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. SUBRECIPIENT agrees to defend, indemnify, and hold harmless GOVERNMENT from any and all losses or claims of whatever kind, that are in any way incidental to, or connected with, or that arise or alleged to have arisen, directly or indirectly, in whole or in part, from the execution, performance, or breach of this contract by SUBRECIPIENT, including any environmental problems, including, without limitation, soil and/or water contamination, and remedial investigations and feasibility studies thereof, which exist at or prior to the contract commencement date, regardless of when such losses or claims are made or incurred. This indemnity agreement shall in no way be limited by any financial responsibility, or loss control requirements below, and shall survive the termination of this contract.

For the purposes of this Indemnity Provision:

1. The word "defend" includes, but is not limited to, investigating, handling, responding to, resisting, providing a defense for, and defending claims, at SUBRECIPIENT'S expense, using attorneys approved in writing by GOVERNMENT, which approval shall not be unreasonably withheld.

2. The word "claims" includes, but is not limited to, claims, demands, liens, suits, notices of violation from Governmental agencies, and other causes of action of whatever kind.

3. The word "losses" includes, but is not limited to: attorney fees and expenses; costs of litigation; court or administrative costs; judgments; fines; penalties; interest; all environmental cleanups and remediation costs of whatever kind; and any liability arising from death, injury, or damage of any kind, to any person, including employees and agents of SUBRECIPIENT and GOVERNMENT, and damage to, or destruction of, any property, including the property of GOVERNMENT.

C. The SUBRECIPIENT shall provide Workers' Compensation insurance coverage for all its employees involved in the performance of this Agreement.

D. If this Agreement results in any copyrightable material or inventions, the GOVERNMENT and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for government purposes.

E. This Agreement, or any part hereof, may be amended from time to time hereafter only in writing executed by the GOVERNMENT and the SUBRECIPIENT.

F. The SUBRECIPIENT shall not assign or transfer any interest in this Agreement without the prior written consent of the GOVERNMENT thereto; provided, however, that claims for money due or to become due to the GOVERNMENT under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the GOVERNMENT.

G. GOVERNMENT and the SUBRECIPIENT each binds himself and his partners, successors, executors, administrators, assigns, and legal representatives of such other party, in respect to all covenants, agreements, and obligations of the Agreement.

H. Any notices, consents, waivers or other communications required or permitted to be given under the terms of this Agreement must be in writing and will be deemed to have been delivered: (i) upon receipt, when delivered personally; (ii) upon receipt, when sent by email (provided confirmation of transmission is mechanically or electronically generated and kept on file by the sending party); or (iii) when delivered or mailed by certified mail, postage prepaid, or return receipt requested. The addresses for such communications shall be to the respective addresses or of the parties as set forth in the Agreement, or at such other address as such parties shall have furnished in writing.

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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

Linda Gorton

Linda Gorton, Mayor

ATTEST:

Clerk of Urban County Council

NEW BEGINNINGS, BLUEGRASS, INC.

BY Christy Shuffett

Christy Shuffett, Executive Director

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 1052-25

File ID:	1052-25	**Type:**	Agenda Item	**Status:**	Agenda Ready
Version:	1	**Contract #:**		**In Control:**	Finance
				File Created:	11/04/2025
File Name:	General Term Orders (CY2026) Fayette County Sheriff			**Final Action:**	

Title:

Authorization to execute the 2026 General Term Orders for the Fayette County Sheriff, establishing the number of deputies allowed and their respective compensations, subject to the limits for each category as specified in the General Term Orders and the requirements established by law. No budgetary impact. (L1052-25)(Hensley)

Notes: in CCO. 11/10/25 AA, 1st 11.18, 2nd 11.20

Sponsors:		**Enactment Date:**	
Attachments:	Memo CY26 GTO Sheriff, CY26 General Term order-Sheriff 11.3.25	**Enactment Number:**	
Deed #:		**Hearing Date:**	
Drafter:	Robin Adams	**Effective Date:**	

History of Legislative File

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

Text of Legislative File 1052-25

Title

Authorization to execute the 2026 General Term Orders for the Fayette County Sheriff, establishing the number of deputies allowed and their respective compensations, subject to the limits for each category as specified in the General Term Orders and the requirements established by law. No budgetary impact. (L1052-25)(Hensley)

Summary

Authorization to execute the 2026 General Term Orders for the Fayette County Sheriff, establishing the number of deputies allowed and their respective compensations, subject to the limits for each category as specified in the General Term Orders and the requirements established by law. No budgetary impact. (L1052-25)(Hensley)

Budgetary Implications: N/A
Advance Document Review:

Law: No

Risk Management: N/A

Fully Budgeted: N/A
Account Number: N/A
This Fiscal Year Impact: N/A
Annual Impact: N/A
Project:
Activity:
Budget Reference:
Current Balance:

MAYOR LINDA GORTON

LEXINGTON

ERIN HENSLEY
COMMISSIONER
FINANCE

TO: Mayor Linda Gorton
Members, Urban County Council

FROM: Erin Hensley
Erin Hensley, Commissioner of Finance

DATE: November 5, 2025

SUBJECT: General Term Orders – 2026 Fayette County Sheriff

Request

Authorization to execute the 2026 General Term Orders for the Fayette County Sheriff.

Why are you requesting?

Department needs this action completed because this action is required for expenditures of this office to be processed by the Department of Local Government, including establishing the number of deputies allowed and their respective compensations. The following table summarizes the revised budget outlined in the GTO.

		2025 GTO – Sheriff
Receipts		$16,100,000.00
Surplus		$150,000.00
Total Funds Available		$16,250,000.00
Personnel		$13,100,000.00
Operating		$2,050,000.00
Equipment		$1,100,000.00
Discretionary Funds		$0.00
Total Expenditures		$16,250,000.00

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

The cost for this FY is: N/A

The cost for future FY is: N/A

Are the funds budgeted?

The funds are budgeted: N/A

Account number: N/A

File Number: 1052-25
Commissioner: Erin Hensley

GENERAL TERM ORDER

County of FAYETTE Date 10/29/2025

Order Authorizing Expenditures

Office of SHERIFF Calendar Year 2026

Comes KATHY H. WITT, in person and writing filed, in accordance with KRS 64.345, requesting the authorization of expenditures for his/her office for the calendar year 20 26.

Whereas, the receipts, to the 75% account, of the office of the SHERIFF for the calendar year 2024 were $16,350,000 and for the calendar year 2025 were $ 15,150,000 and, whereas, I estimate the receipts for the calendar year 2026 to be $16,100,000.

Estimated Receipts Calendar Year 2026	$ 16,100,000
Surplus or (Deficit) December 31, 2025	$ 150,000
Estimated Funds Available Calendar Year 2026	$ 16,250,000

It is hereby moved that the SHERIFF be allowed to expend the total sum of $ 16,250,000 for the operation of the office during the calendar year 2026.

It is hereby further requested that this total sum of $16,250,000 be allocated as follows:

Salaries and Employer's Share of F.I.C.A Retirement & Insurance	$13,100,000
Regular Office Expenses	$2,050,000
Equipment	$1,100,000
Total	$16,250,000

The SHERIFF further requests, that with the amount of 13,100,000 requested for salaries, F.I.C.A., Retirement and Insurance that he/she be allowed to employ 99 deputies with the understanding that all deputies will serve at the pleasure of the said SHERIFF with the SHERIFF having full power of substitution from time to time as he/she may see fit.

Respectfully submitted,

APPROVED AND ORDERED BY:

Linda Gorton, Mayor

Kathy H. Witt

Kathy H.Witt, Sheriff

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 1053-25

File ID:	1053-25	**Type:**	Agenda Item	**Status:**	Agenda Ready
Version:	1	**Contract #:**		**In Control:**	Water Quality
				File Created:	11/05/2025
File Name:	Incentive Grant for BBPH Properties, LLC.			**Final Action:**	

Title: Authorization to approve an FY26 (Class B Infrastructure) Stormwater Quality Projects Incentive Grant for BBPH Properties, LLC., in the amount of $113,800.00 to improve water quality in the uppermost part of the Wolf Run watershed. Funds are budgeted. (L1053-25)(Martin/Albright)

Notes: RIO 11/5/2025. MS

Sponsors:		**Enactment Date:**	
Attachments:	BBPH Blue Sheet, FY26 Class A BBPH Properties, LLC - Council Map, FY26 Class BI GAA Attachment A_BBPH Properties, LLC_ Grantee signature, FY26 Class BI Sample GAA ATTACHMENT B_FINAL	**Enactment Number:**	
Deed #:		**Hearing Date:**	
Drafter:	Christina King/Frank Mabson	**Effective Date:**	

History of Legislative File

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

Text of Legislative File 1053-25

Title

Authorization to approve an FY26 (Class B Infrastructure) Stormwater Quality Projects Incentive Grant for BBPH Properties, LLC., in the amount of $113,800.00 to improve water quality in the uppermost part of the Wolf Run watershed. Funds are budgeted. (L1053-25) (Martin/Albright)

Summary

Authorization to approve an FY26 (Class B Infrastructure) Stormwater Quality Projects Incentive Grant for BBPH Properties, LLC., in the amount of $113,800.00 to improve water quality in the uppermost part of the Wolf Run watershed. Funds are budgeted. (L1053-25) (Martin/Albright)

Budgetary Implications [select]: Yes

Advance Document Review:

Law: Yes Todd Henning 11/04/2025

Risk Management: No

Fully Budgeted [select]: Yes

Account Number: 4052-303204-3373-78112

This Fiscal Year Impact: $113,800.00

Annual Impact: $

Project: WQINCENTIVE_26

Activity: WQ_GRANT

Budget Reference:

Current Balance: $2,735,403.63

MAYOR LINDA GORTON

LEXINGTON

CHARLES H. MARTIN, P.E.
DIRECTOR
WATER QUALITY

TO: Mayor Linda Gorton
Urban County Council

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

DATE: November 3, 2025

SUBJECT: Recommendation for an FY26 (Class B Infrastructure) Stormwater Quality Projects Incentive Grant for BBPH Properties, LLC

Request

The purpose of this memorandum is to request approval of a FY26 (Class B Infrastructure) Stormwater Quality Projects Incentive Grant for BBPH Properties, LLC, in the amount of $113,800.00.

Purpose of Request

The purpose of the project is to improve water quality in the uppermost part of the Wolf Run watershed by mitigating excessive algae in a commercial retention pond along Pasadena Drive. The project elements include removal of invasive species surrounding the pond (±0.4 acre), installation of a solar powered aerating diffuser, and installation of wetland plantings – native trees, shrubs, wildflowers and sedges (±0.2 acre), which will help improve the native tree canopy. The project also has a stormwater education component in the form of permanent educational signage installed near the project for the general public to learn about water quality.

Project Cost in FY26 and in Future Budget Years

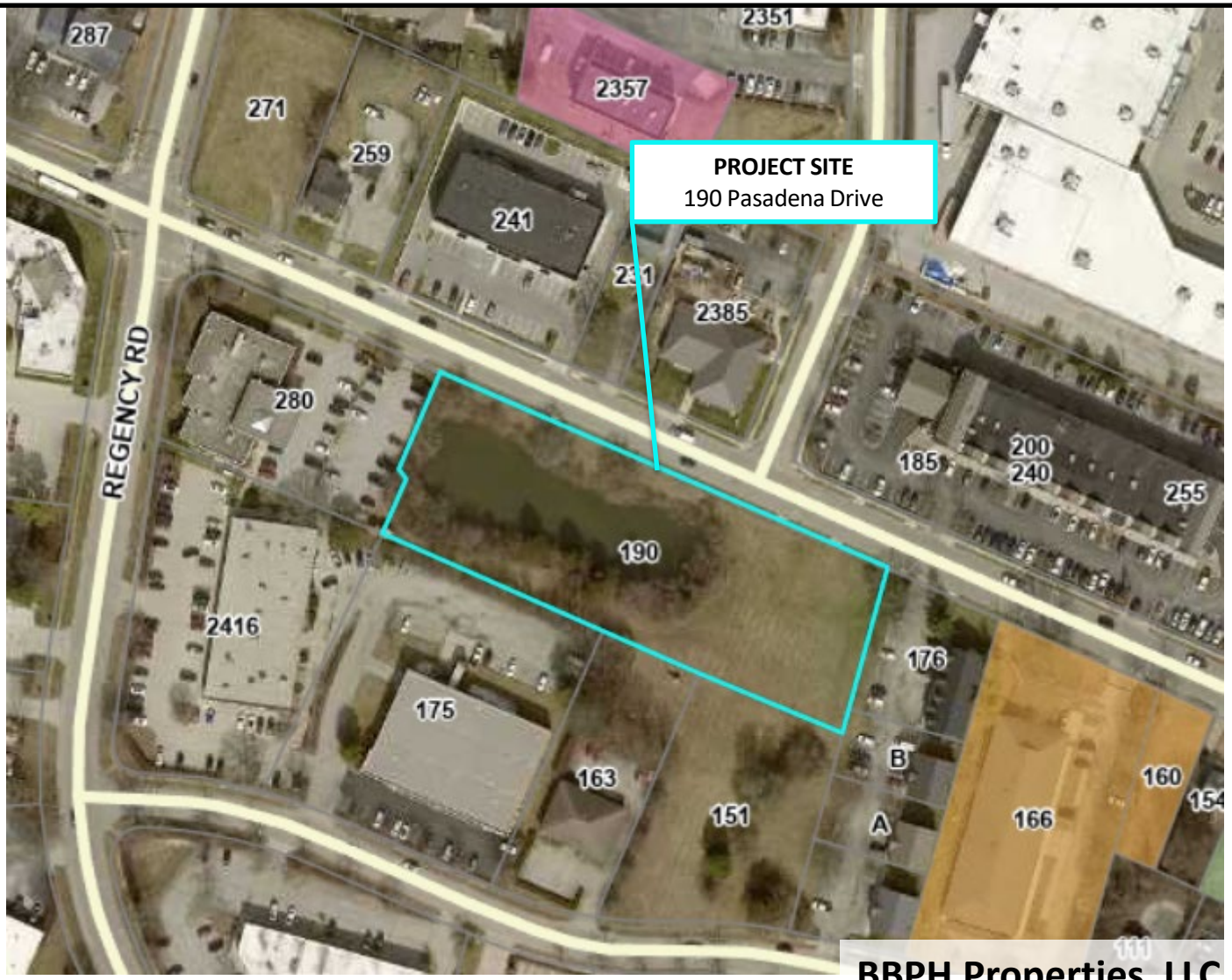
The grant has been approved for FY 2026 funding by the Water Quality Fees Board in the amount of $113,800.00.

Are Funds Budgeted

Funds are budgeted in: 4052 – 303204 – 3373 – 78112 – WQINCENTIVE_26 – WQ_GRANT

Martin/Albright

Stormwater Quality Projects Incentive Grant Program



BBPH Properties, LLC

GRANT AWARD AGREEMENT

Fiscal Year 2026 Class B Infrastructure Incentive Grant Program

THIS AGREEMENT, made and entered into on the _____ day of _____, 20___, by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (LFUCG)**, an urban county government of the Commonwealth of Kentucky, pursuant to KRS Chapter 67A (hereinafter "Government"), on behalf of its Division of Water Quality, and **BBPH PROPERTIES, LLC,** 280 PASADENA DR LEXINGTON, KY 40503 (hereinafter "Grantee" and "Property Owner").

W I T N E S S E T H:

WHEREAS, the Grantee is a documented fee-payer of the Government's Water Quality Management Fee; and

WHEREAS, the Grantee has proposed a need for the funds requested to develop and implement a proposed project by submitting a valid grant application; and

WHEREAS, the Grantee's grant application has been reviewed and selected for funding by the Water Quality Fees Board in accordance with Sections 16-408 and 16-410 of the Government's Code of Ordinances; and

WHEREAS, the Government has funds available through the Stormwater Quality Projects Incentive Grant Program to assist the qualified Grantee in the development and implementation of projects that meet the goals of the program; and

WHEREAS, the Grantee desires to implement a specific project that meets one or more Incentive Grant program goals to improve water quality, reduce stormwater runoff, and provide public or private education related to stormwater quality; and

WHEREAS, any such improvements funded by the Government shall benefit the public through installed improvements and/or educational programming;

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

(1) The Government hereby grants the Grantee the sum of **$113,800.00** (hereinafter "the Grant"), for use in implementing the project elements as listed in Attachment A which is incorporated herein by reference as if fully set out herein. The Grantee agrees to cost share the Grant with contributions, labor, and/or other services equal to or greater than 20% of the total project cost.

(2) The Grantee agrees to use the Grant only for the activities set forth in Attachment A which includes installation of stormwater control infrastructure at the following site location(s): **190 PASADENA DRIVE, LEXINGTON, KENTUCKY 40503** currently owned by the Property Owner.

(3) The Grantee agrees to meet all design standards specified in the Government's Engineering Manuals or as further described in Attachment A in the design of all Grant-funded improvements. This includes all associated activities including but not limited to erosion and sediment control, traffic control, utility relocations, seeding, etc. The Grantee further agrees to design the facilities in such a way as not to preclude the potential for future water quality / quantity monitoring by LFUCG.

(4) The Grantee agrees to comply with all applicable local, state, and federal rules, regulations, ordinances, and laws in implementation of the project.

(5) The Grantee agrees to obtain all necessary local, state, and federal permits, encroachments, permissions, approvals, etc. in a timely manner and prior to start of construction.

(6) The Grantee agrees to perform periodic reporting as detailed in Paragraph (7) herein below, and produce a Project Final Report within thirty (30) calendar days of the completion of the project elements in digital and hard copy following a standardized format to be provided by the Government summarizing all work completed and detailing the total grant expenditures. Other deliverables include the following:

(a) At the end of the Feasibility Phase (if applicable), the following five deliverables, sealed by a professional licensed to perform such work in accordance with Kentucky Revised Statutes (KRS), shall be provided:
- Feasibility report evaluating the use of the potential BMP(s) on the proposed site;
- Conceptual design concept;
- Detailed cost estimate for design;
- Conceptual cost estimate for construction;
- Letter certifying all BMPs proposed for design as viable and feasible for the specific site and application.

(b) At the end of the Design Phase or prior to the start of the Construction Phase, the following six deliverables, sealed by a professional licensed to perform such work in accordance with Kentucky Revised Statutes (KRS), shall be provided:
- Set of all final design calculations;
- Set of final construction plans, including traffic control, erosion and sediment control, grading plans, etc.;
- Set of final specifications and bidding documents (if applicable);
- Final detailed engineer's construction cost estimate including quantities;
- All required permit submittals and approvals;
- Inspection, Operation, and Maintenance Plan laying out the plan for regular inspection and maintenance of each proposed facility for design performance and safety in accordance with manufacturer's specifications and the Government's Stormwater Manual.

(c) At the end of the Construction Phase, the following five deliverables shall be provided:
- Summary of final construction costs and quantities;
- Copies of all federal, state, and local permits obtained for the project;
- Record Drawing showing all field changes, and signed and sealed by the professional of record certifying the project as shown meets all original design intent;
- Photo documentation of site conditions and improvements before, during, and after construction;
- Signed *Agreement to Maintain Stormwater Control Facilities Funded by an LFUCG Class B Infrastructure Stormwater Quality Projects Incentive Grant.*

(7) The Grant to the Grantee shall be disbursed in the following manner:

(a) The Grantee shall submit at least once every three (3) months, if not specified otherwise in Attachment A, a Request for Funds to the Government's Grant Manager designated by the Director of the Division of Water Quality for the project. Each Request for Funds shall include documentation that the Grantee has already expended the requested funds or shall be in a position to expend properly the requested funds within thirty (30) days of receipt of the funds. The Request for Funds shall include full accounting of these eligible grant-related expenses, as listed in Attachment A. Copies of invoices, purchase orders, or receipts showing vendor, date, amount, and items purchased or ordered shall be provided with the Request for Funds. For project specific personnel costs and stipends, documentation of all billed hours shall include copies of employee timesheets, hourly payroll rate, and description of work performed for hours billed. Each Request for Funds shall include a minimum of 10% cost share.

(b) Each Request for Funds shall be accompanied by a Project Status Report describing the progress of the project to date, including a description and schedule of all activities completed, and hardcopy or electronic copies of materials (*e.g.*, calculations, preliminary plans, etc.) completed to date. For educational events (if applicable), copies of the class rosters or sign-in sheets documenting the number of attendees shall be provided.

(c) The Government's Grant Manager shall review each Request for Funds and supporting documents for compliance with the terms of this Agreement and the guidelines of the Stormwater Quality Projects Incentive Grant Program. If the Grant Manager finds the Grantee's Request for Funds is in compliance with the terms of this Agreement and the guidelines of the Stormwater Quality Projects Incentive Grant Program and that the activity progress and management program of the Grantee satisfy the terms of the grant award, he or she shall approve the Request for Funds within 15 calendar days of receipt and then forward it to the Division of Accounting for payment.

(d) The Government shall release payment of the final 10% of the Grant only after receipt and acceptance of the Project Final Report. The Government's Grant Manager shall review the Project Final Report and provide comments to the Grantee or, if acceptable, forward approval within 15 calendar days of receipt to the Division of Accounting for payment.

(e) Should the Government's Incentive Grant Program Administrator determine that the Grantee is not in compliance with the terms of this Agreement and/or the Stormwater Quality Projects Incentive Grant Program, including deficiencies in progress and management of the project, the Division of Water Quality shall notify the Grantee, the Mayor's Office, and the appropriate district Council person, and shall meet with the Grantee on matters that prevent approval of the Request for Funds. Failure to resolve any such matters to the satisfaction of the Government may lead to termination of the Agreement for cause pursuant to Paragraph (21) herein below.

(8) The Grantee agrees to obtain written approval from the Government's Grant Manager or Program Administrator for any proposed changes to the Project Team or Project Plan as listed in Attachment A prior to implementing the changes. Failure to gain written approval prior to making changes may lead to termination of the Agreement for cause pursuant to Paragraph (21) herein below.

(9) The Grantee agrees to complete the project phase(s) (*i.e.*, Design and/or Construction) outlined herein within **24** months from the date of this Agreement. The Grantee shall obtain written approval from the Government's Grant Manager and Program Administrator for any time extensions beyond the schedule. Failure to obtain written approval prior to making changes may lead to termination of the Agreement for cause pursuant to Paragraph (21) herein below.

(10) This Agreement may not be modified except by written agreement of the Government and the Grantee.

(11) The Grantee understands that the Grant amount shown herein in Paragraph (1) is a not-to-exceed amount, and any additional funding needed to complete the project elements listed in Attachment A is the responsibility of the Grantee. If it becomes apparent to the Grantee or the Government that the Grantee will be unable to complete the project either in the manner or for the amount described in this Agreement, then the Grantee must immediately notify the Government's Grant Manager and Program Administrator by providing a complete and detailed written explanation of its inability to comply with the terms of the Agreement. The Grantee must further provide the Government's Grant Manager and Program Administrator with a complete and detailed written explanation of any proposed changes, and the reasons for those changes.

(12) The Grantee asserts that it is in full compliance with all applicable provisions of the Lexington-Fayette Urban County Government's Code of Ordinances Chapter 5 – Buildings and Building Regulations, Chapter 7 – Finance and Taxation, Chapter 12 – Housing, and Chapter 16 – Sewage, Garbage, Refuse, and Weeds, or in compliance with Kentucky Department

of Housing Buildings and Construction rules and requirements as is appropriate for those state institutions, parcels, or buildings which are subject to state regulations and oversight as opposed to local ordinances and regulations. If the Grantee becomes out of compliance with any of these provisions, it will notify the Government's Grant Manager and Program Administrator immediately. Failure to notify the Government and resolve any such matters to the satisfaction of the Government may lead to termination of the Agreement for cause pursuant to Paragraph (21) herein below.

(13) The Grantee agrees to allow the Government access to its property to perform monitoring of the project elements for compliance with this Agreement, as provided in the *"Agreement to Maintain Stormwater Control Facilities Funded by an LFUCG Class B Infrastructure Stormwater Quality Projects Incentive Grant"* (Attachment B).

(14) In any advertisement of the project funded by the Grant, whether written or oral communications, the Grantee agrees to identify the Lexington-Fayette Urban County Government as the source of the above referenced funds; the Grantee shall not specifically identify any individual or elected official as being responsible for the funds donated by the Government.

(15) The Grantee agrees to allow the Government to publicize the Grantee's project through the Government's website and other media.

(16) The Grantee agrees to reference the Lexington-Fayette Urban County Government's Water Quality Management Fee and the Stormwater Quality Projects Incentive Grant Program as a source of funding for the project on any permanent signage or educational brochures, presentations, websites, etc. produced using grant monies.

(17) The Grantee agrees that the Government is authorized to erect and maintain permanent signage at the location of any permanent capital infrastructure, referencing the Water Quality Management Fee and the Stormwater Quality Projects Incentive Grant Program as a source of funding for such permanent capital infrastructure. In the event that permanent signage is installed by the Government, such signage shall not be removed except upon written approval by the Government. Provided, however, that nothing herein shall require the installation of signage by the Government nor prohibit the Government from removing any signage so installed.

(18) The Grantee and Property Owner agree that all stormwater control facilities, including equipment and infrastructure, constructed and funded by a Construction Grant through the Stormwater Quality Projects Incentive Grant Program shall remain in service and maintained by the Grantee or its representatives following the Inspection, Operation, and Maintenance Plan developed for each facility referenced in (6b) above. The Property Owner further accepts and agrees to enter into the "*Agreement to Maintain Stormwater Control Facilities Funded by an LFUCG Class B Infrastructure Stormwater Quality Projects Incentive Grant*" attached hereto as Attachment B and which is incorporated herein by reference as if fully set out herein.

(19) The Grantee and Property Owner agree that all stormwater control facilities, including equipment and infrastructure, constructed and funded by this Grant shall remain the property of the current Property Owner, or his successors and assigns, unless otherwise specified in Attachments A and B.

(20) The Grantee and Property Owner understand that if any of the Grant-funded facilities not owned by the Government are removed from service, the property owner of record at the time of removal shall be liable to reimburse the Government for 100% of the Remaining Value of the facility or portion removed, based upon the depreciation schedule provided in Attachment B.

(21) If, through any cause, the Grantee or Property Owner shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if the Grantee or Property Owner shall violate any of the covenants, agreements, or stipulations of this Agreement, the Government shall provide the Grantee or Property Owner thirty (30) calendar days to address the deficiency or violation. If the Grantee or Property Owner does not, after the

thirty (30) days, come into compliance with this Agreement, the Government shall thereupon have the right to terminate this Agreement by giving written notice to the Grantee of such termination and specifying the effective date thereof, at least five (5) calendar days before the effective date of such termination. In that event, all finished or unfinished documents, receipts, and reports prepared by the Grantee shall, at the option of the Government, become its property and the Grantee shall immediately repay to the Government all monies received pursuant to this Agreement less any amount representing just and equitable compensation for the Government's share of any satisfactory work completed pursuant to the Agreement; provided, however, that for any project involving the construction of capital infrastructure, other than feasibility only projects, the Government's share of any satisfactory work completed shall not include feasibility or design costs.

(22) The Grantee shall provide equal opportunity in employment as required by applicable federal, state, and local laws, regulations, and ordinances.

(23) The Grantee is solely responsible for assuring that adequate and appropriate insurance or other necessary coverage is maintained during the term of this Agreement.

(24) The Grantee's sole remedy for a breach of this Agreement by the Government shall be limited to the amount of the Grant.

(25) The Government assumes no responsibility whatsoever in the Grantee's project activities. Grantee and Property Owner shall, to the extent allowed by law, defend, indemnify, and hold harmless Government from and against all liability, claims, losses, actions, costs, expenses, obligations, fines, and assessments of whatever kind, including defense costs and attorney's fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, in whole or in part, from or by Grantee's or Property Owner's or its contractor(s), agents, or assigns, negligent acts or misconduct, or errors or omissions, in connection with the activities carried out pursuant to this Agreement, the Grant award, or the Stormwater Quality Projects Incentive Grant Program.

ATTACHMENT A
to the GRANT AWARD AGREEMENT
between Lexington-Fayette Urban County Government (LFUCG) and
BBPH Properties, LLC

GRANT PROGRAM

2026 Stormwater Quality Projects Incentive Grant Program
Class B Infrastructure Projects

- Funded through the LFUCG Water Quality Management Fee
- Administered by the LFUCG Division of Water Quality in the Department of Environmental Quality & Public Works

PROJECT TEAM AND CONTACT INFORMATION

Grantee Organization: BBPH Properties, LLC HCW
280 Pasadena Drive
Lexington, KY 40503
KY Organization # 0498713

Primary Project Contact: Jim Hanssen
859-231-0500 (phone)
jim@EcoGro.net (email)

Project Manager: Heather Wright
859-260-2463 (phone)
hcwright@pain-ptc.com (email)

Property Owner(s) & Project Site Location(s): BBPH Properties, LLC
190 Pasadena Drive
Lexington, KY 40503
PVA #20084030

Design Engineering Firm: EcoGro
PO Box 22273
Lexington, KY 40522
859-231-0500 (phone)
Jim Hanssen
jim@ecogro.net (email)

PROJECT PLAN ELEMENTS

All improvements shall be located on the property at 190 Pasadena Drive, Lexington, Kentucky 40503, PVA #20084030 owned by BBPH Properties, LLC. No other property or right-of-way shall be disturbed without the written permission from the property owners.

Project Elements

To address excessive algae in a commercial retention pond along Pasadena Drive, the following *project elements* are proposed to improve water quality with a green infrastructure benefit:

1. Remove *invasive species* surrounding the pond (±0.4 acre)
2. Install a *solar powered aerating diffuser*
3. Install *wetland plantings* – native trees, shrubs, wildflowers and sedges (±0.2 acre).
4. Stormwater Education – install an *educational sign* near the project for the general public to learn about water quality.

DESIGN

No grant-funded activities shall occur until the LFUCG Grant Manager gives Notice to Proceed, in writing, for the start of the design phase of the project.

Design tasks will include meetings, survey, engineering design, permit submittals to the applicable local, state, and federal agencies, bidding, and construction.

Design shall also account for the following stipulations:

3) The Erosion and Sediment Control Plan shall be provided to LFUCG for review and comment. The LFUCG Land Disturbance Permit shall be obtained by the contractor after placement of the ESC and traffic control measures.

4) Failure to place acceptable erosion and sediment control measures into service prior to start of construction will result in shut-down of the job site until the measures are put in place. Construction practices shall be put in place to prevent the illicit discharge of sediment, dirt, sand, fluids, trash, and any other pollutant into the Municipal Separate Storm Sewer System or Waters of the Commonwealth.

5) The Organization shall host a pre-construction meeting with all parties. The LFUCG Grant Manager shall be invited to this meeting and given three (3) business days notice.

6) The Organization is responsible to provide all construction oversight, administration, and daily inspection. LFUCG shall not provide these services.

7) The Organization shall document construction by taking before, during, and after photographs.

8) Once construction is complete, a final punch-list inspection shall be performed. The LFUCG Grant Manager shall be invited to this inspection and given five (5) business days notice. If punch-list items are identified, a second inspection shall be performed once those items are resolved, and the LFUCG Grant Manager shall be invited to this inspection and given three (3) business days notice.

9) The Organization agrees to enter into the *Agreement to Maintain Stormwater Control Facilities Funded by an LFUCG Class A Stormwater Quality Projects Incentive Grant* included as Attachment B of the Grant Award Agreement within twenty-one (21) calendar days of the final (post punch-list) inspection. This Agreement may be recorded by LFUCG at the Fayette County Clerk's office.

REPORTING REQUIREMENTS

1) Prior to construction, the Organization shall provide the LFUCG Grant Manager three (3) hard copies and one (1) digital copy each of the following deliverables, each sealed by a professional licensed to perform such work in accordance with Kentucky Revised Statutes (KRS):

   - Set of all final design calculations
   - Set of final construction plans, including erosion and sediment control plans, grading plans, etc. (including one "half-size" set)
   - Set of final specifications and bidding documents (if applicable)
   - Final detailed engineer's construction cost estimate including quantities, and/or bid(s)
   - All local, state, or federal permits, approvals, public or private encroachment agreements, etc. received to date for the project
   - Inspection, Operation, and Maintenance (IOM) Plan laying out the plan for regular inspection and maintenance of each proposed facility for design performance and safety in accordance with manufacturer's specifications and LFUCG's Stormwater Manual
   - Existing condition photographs

2) The Organization shall allow LFUCG twenty-one (21) calendar days to review the submittals and provide comments. If revised submittals are required, the Organization shall allow LFUCG ten (10) calendar days for review per submittal. LFUCG may choose to have a third party engineering consultant assist LFUCG in review of these submittals.

3) If the project is competitively bid, the selected contractor's unit price contract / bid list shall be provided to the LFUCG Grant Manager prior to the start of construction.

4) If the project is not competitively bid, the selected contractor's unit price contract shall be provided to the LFUCG Grant Manager prior to the start of construction, along with a justification for any deviations from the engineer's construction cost estimate.

5) **The construction phase shall begin only after the LFUCG Grant Manager gives Notice to Proceed, in writing, for the start of the construction phase of the project.**

6) If, during construction, the contractor requests a deviation or addition to the quantities or costs in the construction contract, the LFUCG Grant Manager shall be notified within two (2) business days. Additions or modifications to the project that are not directly related to the intended and correct function of the stormwater control project elements as described in the Project Elements listed above and in the original incentive grant application are not eligible for Grant reimbursement. Therefore, the Organization is advised that it should coordinate closely with the LFUCG Grant Manager during construction to ensure the work being performed is in compliance with this Agreement. **Note that per the Grant Award Agreement all overruns that result in the project costs exceeding the Grant amount are the responsibility of the Organization.**

7) After construction is completed, the Project Final Report shall include digital and hard copies of the following:

   - Summary of final construction costs and quantities
   - Copies of all federal, state, and local permits obtained for the project (if not previously provided) and any permit closure documents
   - Three (3) copies of a Record Drawing showing all field changes, and signed and sealed by the professional of record certifying the project as shown meets all original design intent
   - Copies of final inspection minutes, punch-lists, etc.
   - Photo documentation of site conditions and improvements before, during, and after construction
   - Signed *Agreement to Maintain Stormwater Control Facilities Funded by an LFUCG Class B Infrastructure Stormwater Quality Projects Incentive Grant* (Note: This form will be provided by LFUCG after construction is completed and final costs determined.)
   - Any materials generated, including those for educational purposes

8) LFUCG shall make final payment of the 10% retainer after acceptance of the Project Final Report.

9) All attachments to Requests for Funds & Project Status Reports shall reference the associated line Table 2 – Eligible Expenses.

PERMANENT FACILITIES / INFRASTRUCTURE

Ownership: The proposed facilities are expected to reside on private property in Fayette County and be owned by the Property Owner.

Future Inspection and Maintenance: The Organization (and/or Property Owner) agrees to sign and abide by the terms of the *Maintenance Agreement for Stormwater Control Facilities Funded by an LFUCG Class B Infrastructure Stormwater Quality Projects Incentive Grant* included as Attachment B to the Grant Award Agreement. The property owner is solely responsible for future maintenance of the grant-funded improvements as long as the improvements are in service.

Monitoring by LFUCG: The Organization agrees to allow LFUCG staff future access to any property on which work is performed to monitor the installed features for compliance with this Agreement during the grant period. After the grant period has ended, the Organization (and/or Property Owner) agrees to allow LFUCG access for monitoring per the terms of the Maintenance Agreement. Water quality sampling via grab samples or other methods may be employed by LFUCG staff as part of its Kentucky Pollutant Discharge Elimination System (KPDES) MS4 Phase 1 Permit.

EQUIPMENT

Any equipment purchased with the Grant shall remain the property of the Organization.

ADDITIONAL GRANT STIPULATIONS

Note: the following additional stipulations related to this project:

1. Applicant shall obtain written approval/agreement prior to work being done on properties not owned by the Applicant.
2. Applicant shall verify the need and ensure all permits are received (e.g., State, Local, and Federal) prior to any work.

3. Tree plantings shall be coordinated with existing utilities prior to plantings, and if possible, trees shall not be planted within 10' of an existing utility.
4. Tree removal and planting activities shall be reviewed and approved by Division of Environmental Services Urban Forester and/or Arborist prior to any tree removal or planting activities. A maintenance plan for tree plantings shall be provided for approval to the Grant Manager prior to plantings.
5. An Inspection, Operations, and Maintenance (IOM) Plan shall be provided at the conclusion of the project.
6. Both electronic and hard copies of all materials intended for the workshop are to be provided to LFUCG, for its use, as part of the grant deliverables.
7. Permanent signage designs to be approved by the Grant Manager or Administrator prior to production.
8. Organization proposes a larger cost share beyond that required by the grant program. Budget shall reflect the 20.08% cost share offered in the application (approximately $28,600.00).

GRANT PERIOD & PROJECT SCHEDULE

The grant period starts on the date of execution by the Mayor and extends for the time period as listed in the Grant Award Agreement. Any time extensions must be approved in writing by the LFUCG Grant Manager. The project schedule shown in Table 1 is preliminary. Proposed changes to the project which alter this schedule significantly shall be discussed with the LFUCG Grant Manager prior to implementation.

TABLE 1 – PRELIMINARY PROJECT SCHEDULE

Activity	Anticipated Date(s)
Notice to Proceed	February 2026
Kick-off meeting	March 2026
Planting plan development	April 2026
Planting Plan approval	April 2026
Invasive species removal	May 2026
Planting	May 2026
Project Closeout / Final Report to LFUCG	June 2026 – July 2026

PROJECT BUDGET – GRANT ELIGIBLE EXPENSES

The project budget is broken into the following components based upon the Organization's grant application:

1. Grant Management & Plan development:	**$ 6,000.00**
2. Invasive Species Removal and Public Education:	**$ 136,400.00**
TOTAL PROJECT COSTS:	**$ 142,400.00**

The total project cost estimate and breakdown of grant to cost share is as follows:

Total Grant Share	$ 113,800.00 (not-to-exceed)
Estimated Cost Share	$ 28,600.00
Est. Total Project Cost	**$ 142,400.00**

Table 2 lists the eligible expenses for this project. Only properly invoiced items shall be reimbursed with grant monies or counted toward the Organization's cost share.

Any work performed on this project prior to grant award by the Urban County Council and Notice to Proceed from the LFUCG Grant Administrator is NOT an eligible expense and shall not be reimbursed or counted toward the cost share.

Construction cost items given in Table 2 are conceptual and the construction estimate will be revised and submitted to the LFUCG Grant Manager for review prior to construction and again once bids are received. **The Grant is a not-to-exceed amount, and any cost overruns are the responsibility of the Grantee.** Note that the Grant shall not be used to fund any project element

that is required by local, state, or federal regulation in relation to any new development or redevelopment associated with the stormwater quality improvement project as described herein. Donated professional service hours shall be valued at the Median Hourly Wage for the service provided as published by the U.S. Department of Labor, Bureau of Labor Statistics, State Occupational Employment and Wage Estimates for Kentucky (current website: http://www.bls.gov/oes/current/oes_ky.htm).

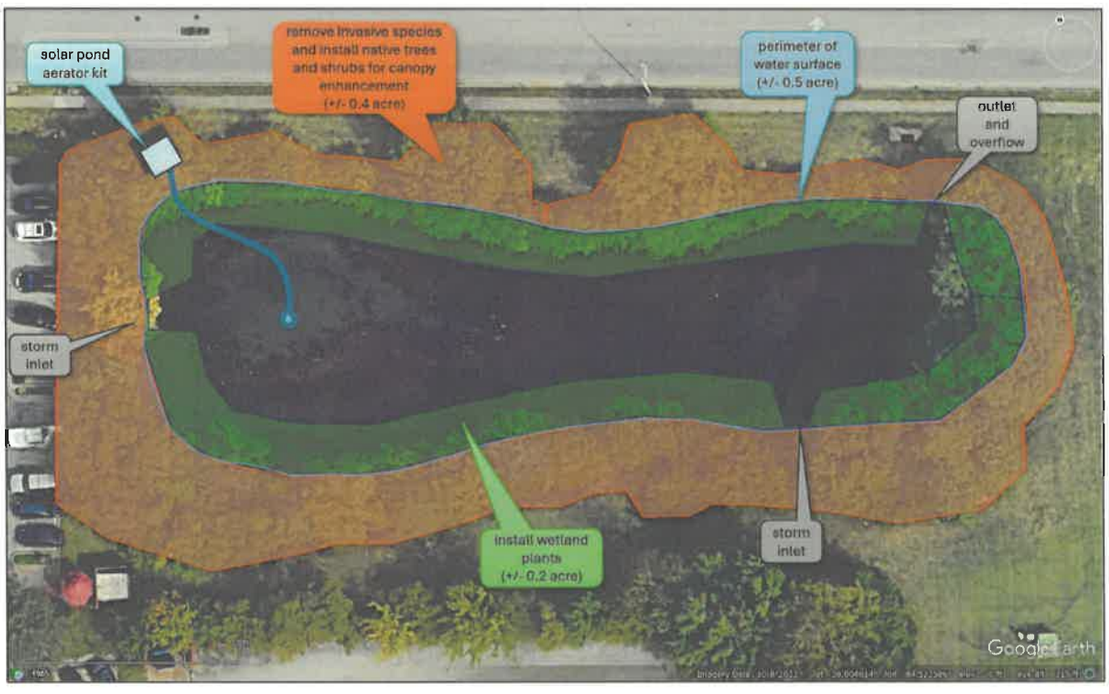
TABLE 2 – ELIGIBLE EXPENSES

Line No.	Type of Expense	Participants	Item	Unit Price		Quantity	Funded by Organization	Funded by Grant	Total Cost
1	**Grant Management**								
2	Donated Professional Service Hours	BBPH Properties, LLC Administrator	Grant Management for BBPH Properties	$ 25.00	per hour	20	$ 500.00	$ -	$ 500.00
3	**Kick Off Meeting, Site Review and Planting Plan**								
4	Kick Off Meeting	EcoGro	Initial Kick-Off Meeting with LFUCG & BBPH Properties Representatives	$ 1,500.00	LS	1	$ 300.00	$ 1,200.00	$ 1,500.00
5	Develop Planting Plan	EcoGro	Planting plan development w/ species list and location / quantities. Approval meeting with grant manager and BBPH Properties	$ 4,000.00	LS	1	$ 800.00	$ 3,200.00	$ 4,000.00
6	**Invasive Species Removal and Planting Phase**								
7	Mobilization, Demobilization, Erosion and Sediment Control, General Conditions	EcoGro	Construction phase	$ 14,000.00	LS	1	$ 2,400.00	$ 11,600.00	$ 14,000.00
8	Mechanical and Chemical application for the removal of invasive woody and herbaceous species	EcoGro	Invasive Species Removal	$ 40,000.00	LS	1	$ 8,000.00	$ 32,000.00	$ 40,000.00
9	Planting retention basin, riparian zone and final grade, seed and straw	EcoGro	Planting within current footprint of retention basin with ~400 live stakes 15' out from edge, existing banks with 150, ~1 to 3 gallon shrubs and trees and top of bank with 20, ~1.5" caliper native trees along with native heraceous seed	$ 70,000.00	LS	1	$ 14,000.00	$ 56,000.00	$ 70,000.00
10	Purchase and installation of solar powered diffused aeration system	EcoGro	Solar Powered Aerator / Diffuser	$ 10,000.00	LS	1	$ 2,000.00	$ 8,000.00	$ 10,000.00
11	**Public Education**								
12	Donated Professional Service Hours	BBPH Properties, LLC Administrator	Working on sign design and attendance to tour with UK LA students and other interested parties	$ 25.00	per hour	4	$ 100.00	$ -	$ 100.00
13	Tour of completed project	EcoGro Russ Turpin	Tour with interested employees, neighbors and UK Landscape Architecture students	$ 15.00	per hour	20	$ 300.00	$ -	$ 300.00
14	Sign Design and Installation	EcoGro	Work with sign company to create educational sign and install on property	$ 2,000.00	LS	1	$ 200.00	$ 1,800.00	$ 2,000.00
15						***TOTALS***	**$ 28,600.00**	**$ 113,800.00**	**$ 142,400.00**
16							**ORGANIZATION SHARE 20.1%**	**GRANT SHARE 79.9%**	
17			**COST SHARE % = 20.08%**			OK			
18			**MUST BE ≥ 20%**						

FIGURE 1 – MAP OF PROJECT AREA (FROM PROPERTY VALUATION ADMINISTRATOR)



FIGURE 2 - PROPOSED WORK PLAN



DO NOT WRITE ABOVE THIS LINE

Agreement to Maintain Stormwater Control Facilities
Funded by an LFUCG Class B Infrastructure Stormwater Quality Projects Incentive Grant

The upkeep and maintenance of stormwater control facilities is essential to the protection of aquatic resources. All property owners receiving grant funds from the Lexington-Fayette Urban County Government through the Stormwater Quality Projects Incentive Grant Program for construction of any stormwater control facility are expected to conduct business in a manner that promotes resource protection. For purposes of this document, a "stormwater control facility" is an equivalent term for "stormwater control device" or "stormwater management system or facility," and is any detention basin, detention pond, drainage way, extended detention basin, retention basin, catch basin, outlet, or any other structure or equipment or feature thereof, in whole or in part, designed to control stormwater quantity or improve stormwater quality. This Agreement contains specific provisions with respect to maintenance of the stormwater control facilities described below.

PROPERTY SITE ADDRESS:_____

PROPERTY OWNER NAME: _____

PROPERTY LEGAL DESCRIPTION:

_____
_____
_____
_____
_____

SAMPLE

STORMWATER CONTROL FACILITIES DESCRIPTION:
Funded by Stormwater Quality Projects Incentive Grant: Fiscal Year _____, Class BI

1. <Facility Description, Facility Grant Value[1], Placement in Service Month[2], ____-year depreciation schedule[3]>
2. <Facility Description, Facility Grant Value[1], Placement in Service Month[2], ____-year depreciation schedule[3]>
3. <Facility Description, Facility Grant Value[1], Placement in Service Month[2], ____-year depreciation schedule[3]>
4. <Facility Description, Facility Grant Value[1], Placement in Service Month[2], ____-year depreciation schedule[3]>
5. <Facility Description, Facility Grant Value[1], Placement in Service Month[2], ____-year depreciation schedule[3]>

[1] Facility Grant Value is the amount of LFUCG incentive grant funds expended on feasibility, design and construction costs for each given facility.
[2]Placement in Service Month is the month the facility goes into service.
[3]Use 20-year depreciation schedule for green/vegetated roofs. Use 15-year depreciation schedule for all other BMPs.

Whereas, <property owner name>, has proposed to construct stormwater control facilities on the property described above and whereas the goals of the Lexington-Fayette Urban County Government are to ensure the protection and enhancement of Fayette County's aquatic resources, the **Lexington-Fayette Urban County Government (LFUCG)** and **<property owner name>** hereby enter into this Agreement. The responsibilities of each party to this Agreement are identified below.

THE <property owner name> HEREBY:

1. Agrees to implement the stormwater control facility Inspection, Operations, and Maintenance Plan developed for each facility and incorporated by reference herein.

2. Agrees to maintain the stormwater control facilities in good working condition, acceptable to the LFUCG, so that they are performing their design functions.

3. Grants permission to the LFUCG, its authorized agents and employees, to enter upon the property with reasonable advance notice of at least 24 hours and proper identification, except in such circumstances where advance notice is inappropriate for the purpose of entry, and to inspect the stormwater control facilities whenever the LFUCG deems necessary. The purpose of the inspection is to assure safe and proper functioning of the facilities. The inspection shall cover the entire facilities, berms, outlet structures, pond areas, access roads, etc. When deficiencies are noted, the LFUCG shall give <property owner name>, its successors and assigns, copies of the inspection report with findings and evaluations.

4. Agrees that in the event <property owner name>, its successors and assigns, fails to maintain the stormwater control facilities in good working condition acceptable to the LFUCG, the LFUCG may enter upon the property and take whatever steps it deems necessary to maintain said stormwater control facilities and to charge the costs of the repairs to <property owner name>, its successors and assigns. This provision shall not be construed to allow the LFUCG to erect any structure of a permanent nature on the land of <property owner name>, outside of an easement belonging to the LFUCG. It is expressly understood and agreed that the LFUCG is under no obligation to maintain or repair said facilities, and in no event shall this Agreement be construed to impose any obligation on the LFUCG.

5. Agrees that in the event the LFUCG, pursuant to this Agreement, performs work of any nature, or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like on account of <property owner name> or its successors and assigns, <property owner name> shall reimburse the LFUCG upon demand, within 30 days of receipt thereof for all costs incurred by the LFUCG hereunder. If not paid within such 30 day period, the LFUCG shall have a lien against the property in the amount of such costs, plus interest at the Judgment Rate, and may enforce same in the same manner as a lien for real property taxes may be enforced.

6. Agrees to indemnify and hold harmless the LFUCG and its agents and employees for any and all damages, accidents, casualties, occurrences or claims which might arise or be asserted against the LFUCG related to the construction or maintenance of the stormwater facilities by <property owner name> or its agents.

   In the event a claim is asserted against the LFUCG, its agents or employees for such matters, the LFUCG shall promptly notify <property owner name>, their successors and assigns, and they shall defend, at their own expense, any suit based on such claim. If any judgment or claims against the LFUCG, its agents or employees shall be allowed, <property owner name>, its successors, and assigns shall pay all costs and expenses in connection herewith.

SAMPLE

7. Grants permission to the LFUCG, its authorized agents and employees, to enter upon the property with reasonable advance notice to <property owner name> and proper identification, and, at LFUCG expense, to install, operate, and maintain equipment to monitor the flow rate and pollutant content of the input flow, the effluent, and at intermediate points in the facility, all in such a manner that does not unreasonably interfere with the use of the property by <property owner name>. <property owner name> further agrees to design and construct the facility to provide reasonable access for such monitoring.

8. Agrees to maintain a record (in the form of a logbook) of steps taken to implement the programs referenced in (1) and (2) above. The logbook shall be available for inspection by the LFUCG staff at <property owner address or business office> during normal business hours. The logbook shall catalog the action taken, who took it, when the action was done, how it was done, and any problems encountered or follow-up actions recommended.

   On property where a stormwater control device is located fully or partially underground, <property owner name> further understands that an annual inspection of the underground facility is required by LFUCG Code of Ordinances 16-88(c), and an annual inspection report, prepared by a Professional Engineer licensed to practice in Kentucky, must be submitted to the LFUCG compliance representative listed in this document. This report shall address the condition of the device for meeting its intended purpose, and shall be included with the annual report described in Section (9) below.

SAMPLE

9. Agrees to provide an **annual report** to the LFUCG regarding implementation of the programs referenced in (1) and (2) above upon request from the Grant Administrator or MS4 Permit Coordinator. The report shall contain, at a minimum, the following items:

   A. Name, address, and telephone number of the business, the person, or the firm responsible for plan implementation, and the person completing the report.

   B. Time period covered by the report.

   C. Copy of all inspection reports performed as part of the operations and maintenance program referenced in (1) above, including if applicable, the annual inspection for underground devices described in (8) above.

   D. A chronological summary of activities conducted to implement the program referenced in (1) and (2) above. A photocopy of the applicable sections of the logbook, with any additional explanation needed, shall normally suffice. For any activities conducted by paid parties not affiliated with <property owner name>**,** include a copy of the invoice for services.

   E. An outline of planned activities for the next year.

10. Agrees that in the event the <property owner name>, its successors and assigns, removes or takes out of service one or more of the stormwater control facilities funded in whole or in part by the LFUCG grant, <property owner name>, its successors and assigns, shall reimburse the LFUCG within 90 days of removal of the facility from service, 100% of the Remaining Value of the facility removed based upon the following depreciation schedule:

In:	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15	Year 16	Year 17	Year 18	Year 19	Year 20
15-year Depreciation	3.33%	6.67%	6.67%	6.67%	6.67%	6.67%	6.67%	6.66%	6.67%	6.66%	6.67%	6.66%	6.67%	6.66%	3.33%	-	-	-	-	-
15-year Remaining Value	96.67%	90.00%	83.33%	76.66%	69.99%	63.32%	56.65%	49.99%	43.32%	36.66%	29.99%	23.33%	16.66%	10.00%	6.67%	-	-	-	-	-
20-year Depreciation	2.5%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	2.5%
20-year Remaining Value	97.5%	92.5%	87.5%	82.5%	77.5%	72.5%	67.5%	62.5%	57.5%	52.5%	47.5%	42.5%	37.5%	32.5%	27.5%	22.5%	17.5%	12.5%	7.5%	5.0%

The % of depreciation shall be applied to the Facility Grant Value for the year the facility was removed from service, with month 1 of Year 1 being the Placement in Service Month listed at the beginning of this document. If not paid within such 90 day period, the LFUCG shall have a lien against the property in the amount of the remaining value of the facility removed, and may enforce same in the same manner as a lien for real property taxes may be enforced.

SAMPLE

<PROPERTY OWNER>

<BUSINESS ADDRESS>

BY: _____

NAME: _____

TITLE: _____

DATE: _____

The foregoing Agreement was subscribed, sworn to and acknowledged before me by _____, as the duly authorized representative for and on behalf of _____, on this the ____ day of _____, 20___.

My commission expires: _____.

_____

NOTARY PUBLIC

SAMPLE

_____

Linda Gorton, Mayor

The foregoing Agreement was subscribed, sworn to and acknowledged before me by _____, as the duly authorized representative for and on behalf of _____, on this the ____ day of _____, 20___.

My commission expires: _____.

_____

NOTARY PUBLIC

Maintenance Agreement Contact Information for Compliance

Owner Representative Name: _____

Business Address: _____

_____

_____

Representative's Phone Number: _____

Representative's E-Mail: _____

Urban County Government Information for compliance issues:

Contact: LFUCG's MS4 Permit Coordinator

Address: LFUCG Division of Water Quality

125 Lisle Industrial Avenue, Suite 180

Lexington, KY 40511

Phone: (859) 425-2400

Email: MS4@lexingtonky.gov

SAMPLE

Prepared by:

_____

J. Todd Henning, Attorney Senior
LFUCG – Department of Law 200
East Main Street
Lexington, KY 40507
(859) 258-3500

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 1054-25

File ID:	1054-25	**Type:**	Agenda Item	**Status:**	Agenda Ready
Version:	1	**Contract #:**		**In Control:**	Water Quality
				File Created:	11/05/2025
File Name:	Incentive Grant Andover Neighborhood Assoc.			**Final Action:**	

Title: Authorization to approve an FY26 (Class B Infrastructure) Stormwater Quality Projects Incentive Grant for Andover Neighborhood Association Inc., in the amount of $36,900.00 to complete a feasibility study to identify stormwater BMPs to address erosion, restoration, and increase access to natural features. Funds are budgeted. (L1054-25)(Martin/Albright)

Notes: RIO 11/5/2025. MS

Sponsors:		**Enactment Date:**	
Attachments:	Andover Blue Sheet, FY26 Class A Andover Neighborhood Association, Inc. - Council Map, FY26 Class BI GAA Attachment A_ANA_Grantee signature	**Enactment Number:**	
Deed #:		**Hearing Date:**	
Drafter:	Christina King/ Frank Mabson	**Effective Date:**	

History of Legislative File

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

Text of Legislative File 1054-25

Title

Authorization to approve an FY26 (Class B Infrastructure) Stormwater Quality Projects Incentive Grant for Andover Neighborhood Association Inc., in the amount of $36,900.00 to complete a feasibility study to identify stormwater BMPs to address erosion, restoration, and increase access to natural features. Funds are budgeted. (L1054-25)(Martin/Albright)

Summary

Authorization to approve an FY26 (Class B Infrastructure) Stormwater Quality Projects Incentive Grant for Andover Neighborhood Association Inc., in the amount of $36,900.00 to complete a feasibility study to identify stormwater BMPs to address erosion, restoration, and increase access to natural features. Funds are budgeted. (L1054-25)(Martin/Albright)
Budgetary Implications [select]: Yes

Advance Document Review:

Law: Yes Todd Henning 11/04/2025

Risk Management: No

Fully Budgeted [select]: Yes

Account Number: 4052-303204-3373-78112

This Fiscal Year Impact: $36,900.00

Annual Impact: $

Project: WQINCENTIVE_26

Activity: WQ_GRANT

Budget Reference:

Current Balance: $2,735,403.63

MAYOR LINDA GORTON

LEXINGTON

CHARLES H. MARTIN, P.E.
DIRECTOR
WATER QUALITY

TO: Mayor Linda Gorton
Urban County Council

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

DATE: November 3, 2025

SUBJECT: Recommendation for an FY26 (Class B Infrastructure) Stormwater Quality Projects Incentive Grant for Andover Neighborhood Association, Inc.

Request

The purpose of this memorandum is to request approval of a FY26 (Class B Infrastructure) Stormwater Quality Projects Incentive Grant for Andover Neighborhood Association, Inc., in the amount of $36,900.00.

Purpose of Request

Grant funds will be used to complete a Feasibility Study to identify stormwater BMPs to address eroding streambanks, restoring and enhancing riparian buffer areas, providing stormwater educational elements, and increasing the public's access to natural features along the tributary. Project elements include 1) Trash Collection System, 2) Failing Infrastructure Hard Armoring, 3) Naturalize Stream, 4) Reconnect Stream and Floodplain, 5) Enhance Riparian Buffer, 6) Streambank Stabilization, 7) Linear Utility Protection, and 8) Outreach and Education. The project deliverables will include the proposed location of the BMPs, conceptual designs, design and construction opinions of probable cost, and special design and construction conditions such as necessary permits, coordination with outside stakeholders, etc.

Project Cost in FY26 and in Future Budget Years

The grant has been approved for FY 2026 funding by the Water Quality Fees Board in the amount of $36,900.00.

Are Funds Budgeted

Funds are budgeted in: 4052 – 303204 – 3373 – 78112 – WQINCENTIVE_26 – WQ_GRANT

Martin/Albright

Stormwater Quality Projects Incentive Grant Program



GRANT AWARD AGREEMENT

Fiscal Year 2026 Class B Infrastructure Incentive Grant Program

THIS AGREEMENT, made and entered into on the _____ day of _____, 20___, by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (LFUCG)**, an urban county government of the Commonwealth of Kentucky, pursuant to KRS Chapter 67A (hereinafter "Government"), on behalf of its Division of Water Quality, and **ANDOVER NEIGHBORHOOD ASSOCIATION, INC., C/O ALL POINTS COMMUNITY MANAGEMENT LLC**, 141 PROPSPEROUS PLACE, SUITE 21B, LEXINGTON, KENTUCKY 40509 (hereinafter "Grantee" and "Property Owner").

W I T N E S S E T H:

WHEREAS, the Grantee is a documented fee-payer of the Government's Water Quality Management Fee; and

WHEREAS, the Grantee has proposed a need for the funds requested to develop and implement a proposed project by submitting a valid grant application; and

WHEREAS, the Grantee's grant application has been reviewed and selected for funding by the Water Quality Fees Board in accordance with Sections 16-408 and 16-410 of the Government's Code of Ordinances; and

WHEREAS, the Government has funds available through the Stormwater Quality Projects Incentive Grant Program to assist the qualified Grantee in the development and implementation of projects that meet the goals of the program; and

WHEREAS, the Grantee desires to implement a specific project that meets one or more Incentive Grant program goals to improve water quality, reduce stormwater runoff, and provide public or private education related to stormwater quality; and

WHEREAS, any such improvements funded by the Government shall benefit the public through installed improvements and/or educational programming;

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

(1) The Government hereby grants the Grantee the sum of **$36,900.00** (hereinafter "the Grant"), for use in implementing the project elements as listed in Attachment A which is incorporated herein by reference as if fully set out herein. The Grantee agrees to cost share the Grant with contributions, labor, and/or other services equal to or greater than 20% of the total project cost.

(2) The Grantee agrees to use the Grant only for the activities set forth in Attachment A which includes installation of stormwater control infrastructure at the following site location(s): **3700 TODDS ROAD, LEXINGTON, KENTUCKY 40509** currently owned by the Property Owner.

(3) The Grantee agrees to meet all design standards specified in the Government's Engineering Manuals or as further described in Attachment A in the design of all Grant-funded improvements. This includes all associated activities including but not limited to erosion and sediment control, traffic control, utility relocations, seeding, etc. The Grantee further agrees to design the facilities in such a way as not to preclude the potential for future water quality / quantity monitoring by LFUCG.

(4) The Grantee agrees to comply with all applicable local, state, and federal rules, regulations, ordinances, and laws in implementation of the project.

~~(5) The Grantee agrees to obtain all necessary local, state, and federal permits, encroachments, permissions, approvals, etc. in a timely manner and prior to start of construction.~~
(N/A to Feasibility Only Grants)

(6) The Grantee agrees to perform periodic reporting as detailed in Paragraph (7) herein below, and produce a Project Final Report within thirty (30) calendar days of the completion of the project elements in digital and hard copy following a standardized format to be provided by the Government summarizing all work completed and detailing the total grant expenditures. Other deliverables include the following:

(a) At the end of the Feasibility Phase (if applicable), the following five deliverables, sealed by a professional licensed to perform such work in accordance with Kentucky Revised Statutes (KRS), shall be provided:
- Feasibility report evaluating the use of the potential BMP(s) on the proposed site;
- Conceptual design concept;
- Detailed cost estimate for design;
- Conceptual cost estimate for construction;
- Letter certifying all BMPs proposed for design as viable and feasible for the specific site and application.

~~(b) At the end of the Design Phase or prior to the start of the Construction Phase, the following six deliverables, sealed by a professional licensed to perform such work in accordance with Kentucky Revised Statutes (KRS), shall be provided:~~
- ~~Set of all final design calculations;~~
- ~~Set of final construction plans, including traffic control, erosion and sediment control, grading plans, etc.;~~
- ~~Set of final specifications and bidding documents (if applicable);~~
- ~~Final detailed engineer's construction cost estimate including quantities;~~
- ~~All required permit submittals and approvals;~~
- ~~Inspection, Operation, and Maintenance Plan laying out the plan for regular inspection and maintenance of each proposed facility for design performance and safety in accordance with manufacturer's specifications and the Government's Stormwater Manual.~~

(N/A to Feasibility Only Grants)

~~(c) At the end of the Construction Phase, the following five deliverables shall be provided:~~
- ~~Summary of final construction costs and quantities;~~
- ~~Copies of all federal, state, and local permits obtained for the project;~~
- ~~Record Drawing showing all field changes, and signed and sealed by the professional of record certifying the project as shown meets all original design intent;~~
- ~~Photo documentation of site conditions and improvements before, during, and after construction;~~
- ~~Signed *Agreement to Maintain Stormwater Control Facilities Funded by an LFUCG Class B Infrastructure Stormwater Quality Projects Incentive Grant.*~~

(N/A to Feasibility Only Grants)

(7) The Grant to the Grantee shall be disbursed in the following manner:

(a) The Grantee shall submit at least once every three (3) months, if not specified otherwise in Attachment A, a Request for Funds to the Government's Grant Manager designated by the Director of the Division of Water Quality for the project. Each Request for Funds shall include documentation that the Grantee has already expended the requested funds or shall be in a position to expend properly the requested funds within thirty (30) days of receipt of the funds. The Request for Funds shall include full accounting of these eligible grant-related expenses, as listed in Attachment A. Copies of invoices, purchase orders, or receipts showing vendor, date, amount, and items purchased or ordered shall

be provided with the Request for Funds. For project specific personnel costs and stipends, documentation of all billed hours shall include copies of employee timesheets, hourly payroll rate, and description of work performed for hours billed. Each Request for Funds shall include a minimum of 10% cost share.

(b) Each Request for Funds shall be accompanied by a Project Status Report describing the progress of the project to date, including a description and schedule of all activities completed, and hardcopy or electronic copies of materials (*e.g.*, calculations, preliminary plans, etc.) completed to date. For educational events (if applicable), copies of the class rosters or sign-in sheets documenting the number of attendees shall be provided.

(c) The Government's Grant Manager shall review each Request for Funds and supporting documents for compliance with the terms of this Agreement and the guidelines of the Stormwater Quality Projects Incentive Grant Program. If the Grant Manager finds the Grantee's Request for Funds is in compliance with the terms of this Agreement and the guidelines of the Stormwater Quality Projects Incentive Grant Program and that the activity progress and management program of the Grantee satisfy the terms of the grant award, he or she shall approve the Request for Funds within 15 calendar days of receipt and then forward it to the Division of Accounting for payment.

(d) The Government shall release payment of the final 10% of the Grant only after receipt and acceptance of the Project Final Report. The Government's Grant Manager shall review the Project Final Report and provide comments to the Grantee or, if acceptable, forward approval within 15 calendar days of receipt to the Division of Accounting for payment.

(e) Should the Government's Incentive Grant Program Administrator determine that the Grantee is not in compliance with the terms of this Agreement and/or the Stormwater Quality Projects Incentive Grant Program, including deficiencies in progress and management of the project, the Division of Water Quality shall notify the Grantee, the Mayor's Office, and the appropriate district Council person, and shall meet with the Grantee on matters that prevent approval of the Request for Funds. Failure to resolve any such matters to the satisfaction of the Government may lead to termination of the Agreement for cause pursuant to Paragraph (21) herein below.

(8) The Grantee agrees to obtain written approval from the Government's Grant Manager or Program Administrator for any proposed changes to the Project Team or Project Plan as listed in Attachment A prior to implementing the changes. Failure to gain written approval prior to making changes may lead to termination of the Agreement for cause pursuant to Paragraph (21) herein below.

(9) The Grantee agrees to complete the project phase(s) (*i.e.*, Design and/or Construction) outlined herein within **15** months from the date of this Agreement. The Grantee shall obtain written approval from the Government's Grant Manager and Program Administrator for any time extensions beyond the schedule. Failure to obtain written approval prior to making changes may lead to termination of the Agreement for cause pursuant to Paragraph (21) herein below.

(10) This Agreement may not be modified except by written agreement of the Government and the Grantee.

(11) The Grantee understands that the Grant amount shown herein in Paragraph (1) is a not-to-exceed amount, and any additional funding needed to complete the project elements listed in Attachment A is the responsibility of the Grantee. If it becomes apparent to the Grantee or the Government that the Grantee will be unable to complete the project either in the manner or for the amount described in this Agreement, then the Grantee must immediately notify the Government's Grant Manager and Program Administrator by providing a complete and detailed written explanation of its inability to comply with the terms of the Agreement. The Grantee must further provide the Government's Grant Manager and Program Administrator with a complete and detailed written explanation of any proposed changes, and the reasons for those changes.

(12) The Grantee asserts that it is in full compliance with all applicable provisions of the Lexington-Fayette Urban County Government's Code of Ordinances Chapter 5 – Buildings and Building Regulations, Chapter 7 – Finance and Taxation, Chapter 12 – Housing, and Chapter 16 – Sewage, Garbage, Refuse, and Weeds, or in compliance with Kentucky Department of Housing Buildings and Construction rules and requirements as is appropriate for those state institutions, parcels, or buildings which are subject to state regulations and oversight as opposed to local ordinances and regulations. If the Grantee becomes out of compliance with any of these provisions, it will notify the Government's Grant Manager and Program Administrator immediately. Failure to notify the Government and resolve any such matters to the satisfaction of the Government may lead to termination of the Agreement for cause pursuant to Paragraph (21) herein below.

~~(13) The Grantee agrees to allow the Government access to its property to perform monitoring of the project elements for compliance with this Agreement, as provided in the *"Agreement to Maintain Stormwater Control Facilities Funded by an LFUCG Class B Infrastructure Stormwater Quality Projects Incentive Grant"* (Attachment B).~~
(N/A to Feasibility Only Grants)

(14) In any advertisement of the project funded by the Grant, whether written or oral communications, the Grantee agrees to identify the Lexington-Fayette Urban County Government as the source of the above referenced funds; the Grantee shall not specifically identify any individual or elected official as being responsible for the funds donated by the Government.

(15) The Grantee agrees to allow the Government to publicize the Grantee's project through the Government's website and other media.

(16) The Grantee agrees to reference the Lexington-Fayette Urban County Government's Water Quality Management Fee and the Stormwater Quality Projects Incentive Grant Program as a source of funding for the project on any permanent signage or educational brochures, presentations, websites, etc. produced using grant monies.

~~(17) The Grantee agrees that the Government is authorized to erect and maintain permanent signage at the location of any permanent capital infrastructure, referencing the Water Quality Management Fee and the Stormwater Quality Projects Incentive Grant Program as a source of funding for such permanent capital infrastructure. In the event that permanent signage is installed by the Government, such signage shall not be removed except upon written approval by the Government. Provided, however, that nothing herein shall require the installation of signage by the Government nor prohibit the Government from removing any signage so installed.~~
(N/A to Feasibility Only Grants)

~~(18) The Grantee and Property Owner agree that all stormwater control facilities, including equipment and infrastructure, constructed and funded by a Construction Grant through the Stormwater Quality Projects Incentive Grant Program shall remain in service and maintained by the Grantee or its representatives following the Inspection, Operation, and Maintenance Plan developed for each facility referenced in (6b) above. The Property Owner further accepts and agrees to enter into the "*Agreement to Maintain Stormwater Control Facilities Funded by an LFUCG Class B Infrastructure Stormwater Quality Projects Incentive Grant*" attached hereto as Attachment B and which is incorporated herein by reference as if fully set out herein.~~
(N/A to Feasibility Only Grants)

~~(19) The Grantee and Property Owner agree that all stormwater control facilities, including equipment and infrastructure, constructed and funded by this Grant shall remain the property of the current Property Owner, or his successors and assigns, unless otherwise specified in Attachments A and B.~~
(N/A to Feasibility Only Grants)

~~(20) The Grantee and Property Owner understand that if any of the Grant-funded facilities not owned by the Government are removed from service, the property owner of record at the time of removal shall be liable to reimburse the Government for 100% of the Remaining~~

~~Value of the facility or portion removed, based upon the depreciation schedule provided in Attachment B.~~
(N/A to Feasibility Only Grants)

(21) If, through any cause, the Grantee or Property Owner shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if the Grantee or Property Owner shall violate any of the covenants, agreements, or stipulations of this Agreement, the Government shall provide the Grantee or Property Owner thirty (30) calendar days to address the deficiency or violation. If the Grantee or Property Owner does not, after the thirty (30) days, come into compliance with this Agreement, the Government shall thereupon have the right to terminate this Agreement by giving written notice to the Grantee of such termination and specifying the effective date thereof, at least five (5) calendar days before the effective date of such termination. In that event, all finished or unfinished documents, receipts, and reports prepared by the Grantee shall, at the option of the Government, become its property and the Grantee shall immediately repay to the Government all monies received pursuant to this Agreement less any amount representing just and equitable compensation for the Government's share of any satisfactory work completed pursuant to the Agreement; provided, however, that for any project involving the construction of capital infrastructure, other than feasibility only projects, the Government's share of any satisfactory work completed shall not include feasibility or design costs.

(22) The Grantee shall provide equal opportunity in employment as required by applicable federal, state, and local laws, regulations, and ordinances.

(23) The Grantee is solely responsible for assuring that adequate and appropriate insurance or other necessary coverage is maintained during the term of this Agreement.

(24) The Grantee's sole remedy for a breach of this Agreement by the Government shall be limited to the amount of the Grant.

(25) The Government assumes no responsibility whatsoever in the Grantee's project activities. Grantee and Property Owner shall, to the extent allowed by law, defend, indemnify, and hold harmless Government from and against all liability, claims, losses, actions, costs, expenses, obligations, fines, and assessments of whatever kind, including defense costs and attorney's fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, in whole or in part, from or by Grantee's or Property Owner's or its contractor(s), agents, or assigns, negligent acts or misconduct, or errors or omissions, in connection with the activities carried out pursuant to this Agreement, the Grant award, or the Stormwater Quality Projects Incentive Grant Program.

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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

BY: _____

LINDA GORTON, MAYOR

ATTEST:

_____

CLERK, URBAN COUNTY COUNCIL

GRANTEE ORGANIZATION & PROPERTY OWNER:

ANDOVER NEIGHBORHOOD ASSOCIATION, INC.
C/O ALL POINTS COMMUNITY MANAGEMENT, LLC
141 PROPSPEROUS PLACE, SUITE 21B
LEXINGTON KY 40509

BY: Jared Gibson

NAME: JARED GIBSON

TITLE: ASSOCIATION MANAGER

The foregoing Agreement was subscribed, sworn to and acknowledged before me by JARED GIBSON, as the duly authorized representative for and on behalf of ANDOVER NEIGHBORHOOD ASSN, on this the 22 day of OCTOBER, 2025.

My commission expires: May 2, 2026.

KYNP50122

NOTARY PUBLIC

ATTACHMENT A
to the GRANT AWARD AGREEMENT
between Lexington-Fayette Urban County Government (LFUCG) and
Andover Neighborhood Association, Inc.

GRANT PROGRAM — **2026 Stormwater Quality Projects Incentive Grant Program**
Class B Infrastructure Projects

- Funded through the LFUCG Water Quality Management Fee
- Administered by the LFUCG Division of Water Quality in the Department of Environmental Quality & Public Works
- Feasibility Study

PROJECT TEAM AND CONTACT INFORMATION

Grantee Organization:
Andover Neighborhood Association, Inc.
141 Prosperous Place, Suite 21B
Lexington, KY 40509
KY Organization # 0280531

Primary Project Contact:
Jared Gibson
859-263-7681; ext. 103 (phone)
jared@allpointsky.com (email)

JMG

Project Manager:
EcoGro
PO Box 22273
Lexington, KY 40522
859-231-0500 (phone)
Jim Hanssen
jim@ecogro.net (email)

Project Site Location(s):
3700 Todds Road
Lexington, KY 40509
PVA #38276830

Property Owner(s):
Andover Neighborhood Association, Inc.
c/o All Points Community Management, LLC
141 Prosperous Place, Suite 21B
Lexington, KY 40509

Design Engineering Firm:
Stantec Consulting Services, Inc.
3052 Beaumont Centre Circle
Lexington, KY 40513
859-475-6140 (phone)
Sam Lee, P.E. (Engineer of Record)
samuel.lee2@stantec.com (email)

PROJECT PLAN ELEMENTS

The overall purpose of the Stormwater Best Management Practices (BMPs) Feasibility Study is to address eroding streambanks, restoring and enhancing riparian buffer areas, providing stormwater educational elements, and increasing the public's access to natural features along the tributary.

1. *Project Elements*:
   The proposed *Feasibility Study* will study the problems listed above and consider the following *possible solutions*:

   a) *Trash Collection System*: A trash collection system could reduce the scattered floatable waste and debris that accumulates along the stream.

   b) *Failing Infrastructure Hard Armoring*: Hard armoring could be installed for eroding pedestrian bridges, headwalls, and spillways to reduce sediment input to the stream.

c) *Naturalize Stream*: The removal or retrofit of various concrete structures could decrease barriers to fish migration and help naturalize the stream. Existing impoundments could be repurposed as stream channels with offline wetlands, allowing slow infiltration from existing green areas to the stream.

d) *Reconnect Stream and Floodplain*: Excavation of floodplain in existing green areas to create oxbow-like riparian buffers for the stream. Allowing the stream to spread out during rain events could decrease energy and erosion in the stream, improving streambank stability and infrastructure longevity.

e) *Enhance Riparian Buffer*: The replacement of mowed grass and invasive species with the riparian buffer zones surrounding the stream can decrease the spread of pollutants from adjacent impervious areas by acting as a filter while stabilizing slopes to decrease bank erosion.

f) *Streambank Stabilization*: A properly re-established streambank with proper bank slopes that are protected with natural stone channel lining and native plant riparian buffer can help to prevent erosion and downstream sediment deposition.

g) *Linear Utility Protection*: Eroded streambanks at linear utility crossings could be armored with natural stone channel lining to prevent further erosion and protect the utility.

h) *Outreach and Education*: Informational signs can be installed showing improvements to stormwater infrastructure. An outdoor classroom could also be installed, allowing the public and other interest groups to have an accessible outdoor learning or meeting space. Community outreach efforts could be planned to provide education on the effects of stormwater BMPs on stormwater quantity and quality.

2. *Final Feasibility Report*

The results of the Feasibility Study will be presented in a final report that will evaluate the use of potential BMP(s), including:

a) The proposed location of the BMPs.

b) Conceptual designs of the proposed BMPs.

c) Design and construction opinions of probable cost for each proposed BMP.

d) Special design and construction conditions such as necessary permits, coordination with outside stakeholders, etc.

REPORTING REQUIREMENTS

In addition to the reporting requirements outlined in the Grant Award Agreement, the following special items are noted for this project:

1) Grantor shall be provided a minimum of three (3) hard copies of the Final Feasibility Report along with one (1) digital copy.

2) LFUCG shall make final payment of the 10% retainer after acceptance of the Project Final Report.

3) All attachments to Request for Funds & Project Status Reports shall reference the associated line Table 2 - Eligible Expenses.

PERMANENT FACILITIES / INFRASTRUCTURE

Does not apply to this grant. Attachment B is not required for this Agreement.

EQUIPMENT

Any equipment purchased with the Grant shall remain the property of the Organization.

ADDITIONAL GRANT STIPULATIONS

Note the following additional stipulations related to this project:

1. Both electronic and hard copies of all materials are to be provided to LFUCG, for its use, as part of the grant deliverables.
2. Organization proposes a larger cost share beyond that required by the grant program. Budget shall reflect the 20.01% cost share offered in the application (approximately $9,230.00).

GRANT PERIOD & PROJECT SCHEDULE

The grant period starts on the date of execution by the Mayor and extends for the time period as listed in the Grant Award Agreement. Any time extensions must be approved in writing by the LFUCG Grant Manager. The project schedule shown in Table 1 is preliminary. Proposed changes to the project which alter this schedule significantly shall be discussed with the LFUCG Grant Manager prior to implementation.

TABLE 1 – PRELIMINARY PROJECT SCHEDULE

Activity	Anticipated Date(s)
Notice to Proceed	February 2026
Kick-off meeting with LFUCG	March 2026
Stakeholder Meetings	April 2026 – July 2026
Evaluation of BMPs	April 2026 – July 2026
Prepare Final Recommendations and Conceptual Cost Estimates	August 2026
Prepare Final Feasibility Study	September 2026
Project Closeout / Final Report to LFUCG	September 2026– December 2026

PROJECT BUDGET – GRANT ELIGIBLE EXPENSES

The project budget is broken into the following components:

Feasibility Study	Total Grant Share	$36,900.00 (not-to-exceed)
	Proposed Cost Share	$ 9,230.00
	Est. Total Project Cost	**$46,130.00**

Table 2 lists the eligible expenses for this project. Only properly invoiced items shall be reimbursed with grant monies or counted toward the Organization's cost share.

Any work performed on this project prior to grant award by the Urban County Council and Notice to Proceed from the LFUCG Grant Administrator is NOT an eligible expense and shall not be reimbursed or counted toward the cost share.

Construction cost items given in Table 2 are conceptual and the construction estimate will be revised and submitted to the LFUCG Grant Manager for review prior to construction and again once bids are received. **The Grant is a not-to-exceed amount, and any cost overruns are the responsibility of the Grantee**. Note that the Grant shall not be used to fund any project element that is required by local, state, or federal regulation in relation to any new development or redevelopment associated with the stormwater quality improvement project as described herein. Donated professional service hours shall be valued at the Median Hourly Wage for the service provided as published by the U.S. Department of Labor, Bureau of Labor Statistics, State Occupational Employment and Wage Estimates for Kentucky (current website: http://www.bls.gov/oes/current/oes_ky.htm).

TABLE 2 – ELIGIBLE EXPENSES

Line No.	Type of Expense	Participants	Item	Unit Price		Quantity	Funded by Organization	Funded by Grant	Total Cost
1	**Grant Management**								
2	Donated Professional Service Hours	HOA Board Manager	Grant Management	$ 25.00	per hour	20	$ 500.00	$ -	$ 500.00
3	**Site Review: Background Research, Data / Topo Collection & Modeling**								
4	Volunteer Hours	HOA board	Volunteer Hours for organizing and advertising information meeting #1	$ 15.00	per hour	8	$ 120.00	$ -	$ 120.00
5	HOA Meeting	EcoGro and Stantec	Initial Kick-Off Meeting with LFUCG & HOA Meeting	$ 1,500.00	LS	1	$ 300.00	$ 1,200.00	$ 1,500.00
6	Research Background, Field Work, H&H Model, Rock Sizing Calulcations, etc.	EcoGro and Stantec	Research Background, Field Work, H&H Model, Rock Sizing Calulcations, etc.	$ 20,000.00	LS	1	$ 4,000.00	$ 16,000.00	$ 20,000.00
7	**Feasibility Concept Development and Cost Estimates**								
8	HOA Meeting To Prioritize Options	HOA board	Present concepts to HOA board and others to narrow further development of plan	$ 15.00	per hour	10	$ 150.00	$ -	$ 150.00
9	Feasibility Concepts & Cost Estimates	EcoGro and Stantec	Create concepts in addtion to 3 high priority projects at 30% Design and associated cost estimates. Create conceptual layout of other items.	$ 17,500.00	LS	1	$ 2,600.00	$ 14,900.00	$ 17,500.00
10	Final HOA Meeting	EcoGro and Stantec	HOA Meeting with alternatives and cost estimates.	$ 1,000.00	LS	1	$ 200.00	$ 800.00	$ 1,000.00
11	Complete Feasibility Study & Recommendations	EcoGro and Stantec	Final Feasibility Study	$ 5,000.00	LS	1	$ 1,000.00	$ 4,000.00	$ 5,000.00
12	**Public Education**								
13	Volunteer Hours	HOA board	Update Website with feasibility study information and other educational components	$ 15.00	per hour	4	$ 60.00	$ -	$ 60.00
14	Volunteer Hours	HOA Volunteers	Volunteer Hours for HOA participation in 2 public meetings (assume 10 people / 1 hour ea. meeting)	$ 15.00	per hour	20	$ 300.00	$ -	$ 300.00
						Totals:	**$ 9,230.00**	**$ 36,900.00**	**$ 46,130.00**
							ORGANIZATION SHARE 20.0%	**GRANT SHARE 80.0%**	
			COST SHARE % = 20.01% OK **MUST BE ≥ 20%**						

FIGURE 1 – MAP OF PROJECT AREA (FROM GOOGLE)



Stormwater Quality Projects Incentive Grant Program



Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 1055-25

File ID:	1055-25	**Type:**	Agenda Item	**Status:**	Agenda Ready
Version:	1	**Contract #:**		**In Control:**	Engineering
				File Created:	11/05/2025
File Name:	Town Branch Park Access Improvements Contract 63-2023 Change Order 8-Final			**Final Action:**	

Title:

Authorization to execute Change Order No. 8 (final) with Marrillia Design and Construction Inc., in the amount of $341,948.32 for The Town Branch Park Access Improvements Project, bringing the total project cost to $5,824,950.32, to make final quantity adjustments and cover several additional work items related to aesthetics, handrail installation, and drainage. Funds are budgeted. (L1055-25)(Burton/Albright)

Notes: RIO 11/13/2025. MS

Sponsors:		**Enactment Date:**	
Attachments:	TB Park Access CO8 Bluesheet Memo.doc.pdf, Town Branch Park Access Improvements - CO 8 Final - partially signed.pdf, Town Branch Park Access Improvements - Project Map.pdf	**Enactment Number:**	
Deed #:		**Hearing Date:**	
Drafter:	Sara Burd	**Effective Date:**	

History of Legislative File

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

Text of Legislative File 1055-25

Title

Authorization to execute Change Order No. 8 (final) with Marrillia Design and Construction Inc., in the amount of $341,948.32 for The Town Branch Park Access Improvements Project, bringing the total project cost to $5,824,950.32, to make final quantity adjustments and cover several additional work items related to aesthetics, handrail installation, and drainage. Funds are budgeted. (L1055-25)(Burton/Albright)

Summary

Authorization to execute Change Order No. 8 with Marrillia Design and Construction Inc., in the amount of $341,948.32 for The Town Branch Park Access Improvements Project,

bringing the total project cost to $5,824,950.32, to cover several additional work items related to aesthetics, handrail installation, and drainage. Funds are budgeted. (L1055-25) (Burton/Albright)

Budgetary Implications: Yes

Advance Document Review:

Law: Yes, Michael R. Sanner, November 5, 2025

Risk Management: No

Fully Budgeted: Yes

Account Number: 1105-303202-3251-91715

This Fiscal Year Impact: $341,948.32

Annual Impact: N/A

Project: TB_PARK2_2023

Activity: CONSTRUCT_CAP

Budget Reference: 2023

Current Balance: $1,603,682.15

MAYOR LINDA GORTON

LEXINGTON

DOUG BURTON
DIRECTOR
ENGINEERING

TO: Mayor Linda Gorton
Urban County Council

FROM: Doug Burton, Director
Division of Engineering

DATE: November 5, 2025

SUBJECT: Town Branch Park Access Improvements Project
Contract 63-2023
Purchase Order No. LF00200091
Change Order No.8 - Final

Request: Council authorization to execute Change Order No. 8 with Marrillia Design and Construction Inc., in the amount of $341,948.32 for The Town Branch Park Access Improvements Project.

Purpose of Request: The LFUCG Division of Engineering needs this action to make final quantity adjustments to the contract, and to cover several additional work items requested by LFUCG to improve the final work product, as enumerated in the Change Order "Justification for Change". Additional items include: Coat new barrier walls and the Jefferson Street bridge abutment to improve overall aesthetics; address chronic drainage problems on W High Street; add additional handrail adjacent to the Central Bank loading dock; and other minor aesthetic improvements.

What is the cost in this budget year and future budget years?
The cost for this FY is: $341,948.32
The cost for future FY is: N/A

Are the funds budgeted? Yes. The funds are budgeted in the following account:

Fund	Dept ID	Sec	Acct	Project
1105	303202	3251	91715	TB_PARK2_2023

File Number: 1055-25

Director/Commissioner: Burton/Albright

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT CONTRACT CHANGE ORDER Page 1 of 10	Date:	October 14, 2025	
	Project:	Town Branch Park Access Improvements	
	Location:	Manchester Street - High to Oliver Lewis Way	
To (Contractor): Marrillia Design and Construction 794 Manchester St. Lexington, KY 40508	Contract No.	62-2023	
	Original Contract Amt.	$4,972,312.00	
	Cumulative Amount of Previous Change Orders	$510,690.00	
	Percent Change - Previous Change Orders		10.27%
	Total Contract Amount Prior to this Change Order	$5,483,002.00	
	Change Order No.	**8 - FINAL**	

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	
	See Attached Supporting Documents (20 pages)			
	Total decrease	$555,851.78		
	Total increase		$897,800.10	
	Net Amount of this Change Order	$341,948.32		
	New Contract Amount Including this Change Order	$5,824,950.32		
	Percent Change - This Change Order			6.88%
	Percent Change - All Change Orders			17.15%

Contract will be extended 107 days for a final completion date of 11/30/25.

Recommended by _____ (Proj. Engr.) Date 10/29/25

Accepted by Ravin Marrs (Contractor) Date 10/29/25

Approved by _____ (Director - DOE) Date 10/30/25

Approved by Nancy Albright (Commissioner - EQPW) Date 11/3/25

Approved by _____ (Mayor) Date _____

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT CHANGE ORDER	DATE:	October 14, 2025
	Change Order #:	8 - FINAL
	CONTRACT #:	62-2023

Project: Town Branch Park Access Improvements

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

Item No.	ADD / DEL	Description	Units	Quantity	Unit Price	Decrease in contract price	Increase in contract price
30004	ADD	MAINTAIN AND CONTROL TRAFFIC	LS	0.066	402,749.00	$ -	$ 26,631.00
30005	ADD	PORTABLE CHANGEABLE MESSAGE SIGN	EA	6.95	3,794.00	$ -	$ 26,368.00
30006	ADD	ARROW PANEL	EA	0.80	1,082.00	$ -	$ 868.00
30007	ADD	TEMPORARY LONGITUDINAL BARRIER	LF	302	70.00	$ -	$ 21,127.00
30008	DEL	TEMPORARY CONCRETE MEDIAN BARRIER	LF	240	34.00	$ 8,160.00	$ -
30009	DEL	QUALITY CONTROL SERVICES ALLOWANCE	LS	0.30	60,000.00	$ 17,905.55	$ -
30101	ADD	CONSTRUCTION STAKING	LS	0.157	35,000.00	$ -	$ 5,492.13
30601	ADD	REMOVE PAVEMENT	LS	1409.73	10.00	$ -	$ 14,097.30
30602	DEL	REMOVE CURB AND GUTTTER	SQYD	296.95	21.00	$ 6,235.95	$ -
30603	ADD	REMOVE CONCRETE BARRIER	LF	410.50	127.00	$ -	$ 52,133.50
30604	DEL	REMOVE PIPE	LF	38.60	27.00	$ 1,042.20	$ -
30605	ADD	REMOVE STRUCTURE	EACH	1.00	1,062.00	$ -	$ 1,062.00
30606	ADD	REMOVE ABANDONED DUCT BANK	LF	55.20	27.00	$ -	$ 1,490.40
30607	ADD	REMOVE LIGHT POLE BASE	EACH	2.00	1,650.00	$ -	$ 3,300.00
30801	DEL	DGA BASE	TON	604	36.00	$ 21,754.44	$ -
30901	DEL	CRUSHED AGGREGATE, NO. 2	TON	969	31.00	$ 30,037.76	$ -
30902	DEL	CRUSHED AGGREGATE, NO. 57	TON	386	43.00	$ 16,605.31	$ -

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT CHANGE ORDER	DATE:	October 14, 2025
	Change Order #:	8 - FINAL
	CONTRACT #:	62-2023

Project: Town Branch Park Access Improvements

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

Item No.	ADD / DEL	Description	Units	Quantity	Unit Price	Decrease in contract price	Increase in contract price
31001	ADD	STEEL REINFORCEMENT	LB	13883	2.00	$ -	$ 27,766.98
31002	DEL	STEEL REINFORCEMENT, EPOXY COATED	LB	440	2.00	$ 880.00	$ -
31101	ADD	CONCRETE-CLASS A	CUYD	146	901.00	$ -	$ 131,654.12
31102	ADD	CONCRETE-CLASS A MOD	CUYD	12	1,400.00	$ -	$ 16,100.00
31103	ADD	CONCRETE-CLASS AA	CUYD	36	1,074.00	$ -	$ 38,127.00
31201	DEL	DECORATIVE CONCRETE SIDEWALK - 6 INCH	SQYD	134	131.00	$ 17,606.40	$ -
31202	ADD	LFUCG CONCRETE SIDEWALK - 4.5 INCH	SQYD	5	87.00	$ -	$ 446.31
31301	DEL	CONCRETE ENTRANCE - 8 INCH	SQYD	17	109.00	$ 1,798.50	$ -
31501	ADD	CURB AND GUTTER, TYPE 1 MODIFIED	LF	67	24.00	$ -	$ 1,617.60
31502	ADD	CURB AND GUTTER, TYPE 2	LF	22	42.00	$ -	$ 903.00
31503	DEL	INTEGRAL CURB, TYPE 1	LF	490	30.00	$ 14,700.00	$ -
31504	ADD	HEADER CURB	LF	113	42.00	$ -	$ 4,729.20
31601	ADD	ASPHALT PAVEMENT MILLING AND TEXTURING	TON	279	50.00	$ -	$ 13,942.00
31602	DEL	CONCRETE PAVEMENT MILLING AND TEXTURING	TON	148	80.00	$ 11,840.00	$ -
31701	ADD	CL3 ASPH BASE 1.00D PG64-22	TON	701.17	115.00	$ -	$ 80,634.55
31702	DEL	LEVELING AND WEDGING PG64-22	TON	35.00	150.00	$ 5,250.00	$ -
31801	ADD	CL3 ASPH SURF 0.38D PG64-22	TON	85.03	150.00	$ -	$ 12,754.50

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT CHANGE ORDER	DATE:	October 14, 2025
	Change Order #:	8 - FINAL
	CONTRACT #:	62-2023

Project: Town Branch Park Access Improvements

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

Item No.	ADD / DEL	Description	Units	Quantity	Unit Price	Decrease in contract price	Increase in contract price
32001	DEL	MOUNTABLE MEDIAN	SQYD	89.50	131.00	$ 11,724.50	$ -
32101	DEL	CBI TYPE D	EACH	0.50	7,561.00	$ 3,780.50	$ -
32102	ADD	KDOH CBI TYPE A	EACH	1.00	7,561.00	$ -	$ 7,561.00
32202	ADD	RECONSTRUCT SANITARY MANHOLE TOP	EACH	5.00	7,466.00	$ -	$ 37,330.00
32203	ADD	STORM SEWER MANHOLE TYPE A - 4-FT DIA	EACH	1.00	4,181.00	$ -	$ 4,181.00
32204	ADD	STORM SEWER MANHOLE TYPE B - 5-FT x 5-FT	EACH	1.00	36.80	$ -	$ 36.80
32302	DEL	ADJUST INLET TO GRADE	EACH	1.00	1,058.00	$ 1,058.00	$ -
32501	DEL	RCP STORM SEWER - 15-INCH	LF	22.30	87.00	$ 1,940.10	$ -
32502	ADD	RCP STORM SEWER - 18-INCH	LF	57.70	112.00	$ -	$ 6,462.40
32503	DEL	HDPE STORM SEWER - 8-INCH	LF	19.50	41.00	$ 799.50	$ -
32504	DEL	HDPE STORM SEWER - 10-INCH	LF	7.90	51.00	$ 402.90	$ -
32601	ADD	INTERNAL INSPECTION OF SEWER PIPE: CCTV	LF	61.00	3.00	$ -	$ 183.00
33501	DEL	SANITARY SEWER PVC - 12-INCH	LF	37.40	257.00	$ 9,611.80	$ -
33801	DEL	CHAIN LINK FENCE	LF	145.00	112.00	$ 16,240.00	$ -
34101	DEL	SEDIMENT TRAP	EACH	1.00	750.00	$ 750.00	$ -
34102	DEL	STORM WATER INLET PROTECTION	EACH	5.00	217.00	$ 1,085.00	$ -
34103	DEL	SILT FENCE	LF	414.40	3.00	$ 1,243.20	$ -

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT CHANGE ORDER	DATE:	October 14, 2025
	Change Order #:	8 - FINAL
	CONTRACT #:	62-2023

Project: Town Branch Park Access Improvements

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

Item No.	ADD / DEL	Description	Units	Quantity	Unit Price	Decrease in contract price	Increase in contract price
34104	DEL	TEMPORARY SEEDING AND PROTECTION	SQYD	4,700.00	1.00	$ 4,700.00	$ -
34201	DEL	FABRIC-GEOTEXTILE CLASS 1	SQYD	2,562.20	3.00	$ 7,686.60	$ -
34301	DEL	GEOGRID REINFORCEMENT FOR SUBGRADE	SQYD	908.00	6.00	$ 5,448.00	$ -
35501	DEL	INSTALL DETECTABLE WARNING SURFACE TILE	SQFT	128.00	47.00	$ 6,016.00	$ -
35601	ADD	CAST IRON DETECTABLE WARNINGS	SQFT	113.70	66.00	$ -	$ 7,504.21
35701	DEL	STEEL POST TYPE 1	LF	86.00	23.00	$ 1,978.00	$ -
35702	ADD	SBM ALUM SHEET SIGNS .080 IN	SQFT	7.00	32.00	$ -	$ 224.00
35703	DEL	SBM ALUM SHEET SIGNS .125 IN	SQFT	16.00	33.00	$ 528.00	$ -
35801	ADD	PAVE STRIPING-THERMO-6 IN W	LF	415.00	1.25	$ -	$ 518.75
35802	DEL	PAVE STRIPING-THERMO-6 IN Y	LF	567.00	1.25	$ 708.75	$ -
35803	DEL	PAVE MARKING-THERMO X-WALK-12 IN	LF	40.00	6.00	$ 240.00	$ -
35804	DEL	PAVE MARKING-THERMO STOP BAR-24 IN	LF	42.00	10.00	$ 420.00	$ -
35805	DEL	PAVE MARKING-THERMO CROSS-HATCH	SQFT	177.00	5.00	$ 885.00	$ -
35806	ADD	PAVE MARKING-THERMO BIKE LANE SYMBOL	EACH	2.00	265.00	$ -	$ 530.00
35809	DEL	PAVE MARKING-THERMO YIELD TRIANGLE	EACH	12.00	50.00	$ 600.00	$ -
35810	DEL	PAVE STRIPING-DUR TY 1-6 IN W	LF	78.00	10.00	$ 780.00	$ -
35811	DEL	PAVE MARKING-DUR TY 1 X-WALK-12 IN	LF	96.00	15.00	$ 1,440.00	$ -

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT CHANGE ORDER	DATE:	October 14, 2025
	Change Order #:	8 - FINAL
	CONTRACT #:	62-2023

Project: Town Branch Park Access Improvements

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

Item No.	ADD / DEL	Description	Units	Quantity	Unit Price	Decrease in contract price	Increase in contract price
36301	ADD	CONDUIT-1 IN	LF	76.30	11.00	$ -	$ 839.30
36302	ADD	CONDUIT-2 IN	LF	248.58	20.00	$ -	$ 4,971.60
36501	ADD	LIGHT POLE BASE	EACH	3.00	1,500.00	$ -	$ 4,500.00
36502	DEL	SIGN FOUNDATION	EACH	2.00	1,500.00	$ 3,000.00	$ -
36701	ADD	TRENCH DRAIN	LF	0.20	182.00	$ -	$ 36.40
36801	DEL	BARRIER CLEANING AND MAINTENANCE	SQFT	3,310.90	12.00	$ 39,730.80	$ -
36802	DEL	CONCRETE PATCHING REPAIR	SQFT	522.00	148.00	$ 77,256.00	$ -
37101	DEL	PRECAST THREE SIDED STRUCTURE	LF	3.31	4,787.00	$ 15,847.00	$ -
37201	ADD	DRILLED SHAFT, 42-INCH, COMMON	LF	0.55	244.00	$ -	$ 134.20
37202	ADD	DRILLED SHAFT, 36-INCH, SOLID ROCK	LF	1.45	437.00	$ -	$ 633.65
37401	ADD	MODULAR BLOCK RETAINING WALL A	SQFT	45.80	68.00	$ -	$ 3,114.40
37402	ADD	MODULAR BLOCK RETAINING WALL B	SQFT	131.00	68.00	$ -	$ 8,908.00
37701	DEL	CONCRETE BARRIER	LF	0.40	250.00	$ 100.00	$ -
37801	ADD	INSTALL SALVAGED ALUMINUM RAILING	LF	98.30	219.00	$ -	$ 21,527.70
38101	DEL	PEDESTRAIN GUARDRAIL	LF	30.30	325.00	$ 9,847.50	$ -
38102	DEL	STAIR HANDRAIL	LF	21.00	31.00	$ 651.00	$ -
30601	DEL	REMOVE PAVEMENT	SQYD	1,406.90	10.00	$ 14,069.00	$ -

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT CHANGE ORDER	DATE:	October 14, 2025
	Change Order #:	8 - FINAL
	CONTRACT #:	62-2023

Project: Town Branch Park Access Improvements

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

Item No.	ADD / DEL	Description	Units	Quantity	Unit Price	Decrease in contract price	Increase in contract price
30602	DEL	REMOVE CURB AND GUTTTER	LF	449.00	21.00	$ 9,429.00	$ -
30801	DEL	DGA BASE	TON	117.27	36.00	$ 4,221.72	$ -
31202	ADD	LFUCG CONCRETE SIDEWALK - 4.5 INCH	SQYD	157.06	87.00	$ -	$ 13,664.10
31501	DEL	CURB AND GUTTER, TYPE 1 MODIFIED	LF	500.70	24.00	$ 12,016.80	$ -
31503	ADD	INTEGRAL CURB, TYPE 1	LF	490.00	30.00	$ -	$ 14,700.00
31602	ADD	CONCRETE PAVEMENT MILLING AND TEXTURING	TON	148.00	80.00	$ -	$ 11,840.00
31701	DEL	CL3 ASPH BASE 1.00D PG64-22	TON	572.00	115.00	$ 65,780.00	$ -
31801	DEL	CL3 ASPH SURF 0.38D PG64-22	TON	5.00	150.00	$ 750.00	$ -
30603	DEL	REMOVE CONCRETE BARRIER	LF	423.00	127.00	$ 53,721.00	$ -
36501	DEL	LIGHT POLE BASE	EACH	3.00	1,500.00	$ 4,500.00	$ -
36801	ADD	BARRIER CLEANING AND MAINTENANCE	SQFT	3,400.00	12.00	$ -	$ 40,800.00
36802	ADD	CONCRETE PATCHING REPAIR	SQFT	510.00	148.00	$ -	$ 75,480.00
38101	DEL	PEDESTRAIN GUARDRAIL	LF	34.00	325.00	$ 11,050.00	$ -
		CO1 THROUGH CO8				$ -	$ -
8-1	ADD	DGA BASE w/ ATS Adjustment	TON	140.24	50.00	$ -	$ 7,012.00
8-2	ADD	STANDARD ASPHALT ADDER FOR DOUBLE-DOSE FIBER	TON	2,248.67	16.23	$ -	$ 36,498.00
8-3	ADD	ADDITIONAL ANTI-GRAFFITI COATING (PR-14)	LS	1.00	3,776.00	$ -	$ 3,776.00

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT CHANGE ORDER	DATE:	October 14, 2025
	Change Order #:	8 - FINAL
	CONTRACT #:	62-2023

Project: Town Branch Park Access Improvements

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

Item No.	ADD / DEL	Description	Units	Quantity	Unit Price	Decrease in contract price	Increase in contract price
8-4	ADD	MANCHESTER BARRIER WALL TAMMSCOAT (PR-15)	LS	1.00	3,875.00	$ -	$ 3,875.00
8-5	ADD	HIGH STREET STORM SEWER IMPROVEMENTS (PR-17)	LS	1.00	47,807.00	$ -	$ 47,807.00
8-6	ADD	JEFFERSON STREET ABUTMENT REHAB (PR-18)	LS	1.00	24,861.00	$ -	$ 24,861.00
8-7	ADD	SCUPPER AND DOWNSPOUT (PR-19)	LS	1.00	4,009.00	$ -	$ 4,009.00
8-8	ADD	FENCE REPAIRS (PR-21)	LS	1.00	2,203.00	$ -	$ 2,203.00
8-9	ADD	ALUMINUM HANDRAIL AT CBC LEVEL 3 ENTRANCE (PR-22)	LF	55.00	378.80	$ -	$ 20,834.00
TOTAL DECREASE						$ 555,851.78	
TOTAL INCREASE							$ 897,800.10
NET (INCREASE) IN CONTRACT PRICE							**$ 341,948.32**

CONTRACT HISTORY FORM

Project Name: Town Branch Park Access Improvements

Contractor: Marrillia Design and Construction

Contract Number and Date: 62-2023 October 14, 2025

Responsible LFUCG Division: Engineering

CONTRACT AND CHANGE ORDER DETAILS

A. Original Contract Amount:	$	4,972,312.00	
Next Lowest Bid Amount: $ 12,894,000.00			
B. Amount of Selected Alternate or Phase:	$	0.00	
C. Cumulative Amount of All Previous Alternates or Phases:	$	4,972,312.00	
D. Amended Contract Amount:	$	4,972,312.00	
E. Cumulative Amount of All Previous Change Orders:	$	510,690.00	10.3% *(Line E / Line D)*
F. Amount of This Change Order:	$	341,948.32	6.9% *(Line F / Line D)*
G. Cumulative Amount of All Change Orders:	$	852,638.32	17.1% *(Line G/ Line D)*
G. Total Contract Amount:	$	5,824,950.32	

SIGNATURES

Project Manager: [signature] Date: 10/29/25

Reviewed by: [signature] Date: 10/29/25

Division Director: [signature] Date: 10/30/25

JUSTIFICATION FOR CHANGE		
	PROJECT:	Town Branch Park Access Improvements
	CONTRACT NO.	62-2023
	CHANGE ORDER:	8 - FINAL

1. Necessity for change: See attached Supporting Documents (21 pages)

2. Is proposed change an alternate bid? ___Yes __X__No

3. Will proposed change alter the physical size of the project? ___Yes _X__No

   If "Yes", explain.

4. Effect of this change on other prime contractors: N/A

5. Has consent of surety been obtained? ___Yes _X__Not Necessary

6. Will this change affect expiration or extent of insurance coverage? ___Yes __X__No

   If "Yes", will the policies be extended? ___Yes ___No

7. Effect on operation and maintenance costs: N/A

8. Contract will be extended 107 days for a final completion date of 11/30/25.

_____ _____

Mayor Date

Town Branch Park Access Improvements
Change Order No 8. - Final
Supporting Documents

Item No.	Description	Notes
30004 thru 38101	Original Contract Bid Items	Final quantity adjustments for items that either exceeded or were less than the as-bid quantity estimates.
8-1	DGA BASE w/ ATS Adjustment	The unit cost for DGA was increased from $36/ton to $50/ton due to a significant reduction in required material, the placement and compaction of which required the same amount of equipment and labor.
8-2	Asphalt Adder for Double-Dose Fiber (per Ton asphalt)	Revised LFUCG standards for roadway paving calls for the addition of Aramid fiber for collector and arterial roadways, at a dosage rate twice the baseline dosage. The standard rate ATS charges for the addition of double-dose fiber is $16/ton.
8-3	Anti-graffiti Coating to Wing Walls and Tunnel Faces (PR-14)	Specifications called for the pedestrian tunnel to be coated with an anti-graffiti coating, but not the adjacent walls. This change order extends anti-grafitti coating to them.
8-4	Tammscoat on Manchester Barrier Wall (PR-15)	After coating the existing barrier wall (per specification), but not the new wall that was constructed adjacent to the existing wall, it was decided to coat the new wall as well for a consistent look.
8-5	High Street Storm Sewer Improvements (PR-17)	To alleviate a long-term roadway flooding condition on W High St, an additional storm inlet was constructed with a discharge pipe to the existing storm sewer system. It made sense to perform this work while the roadway was being partially closed for construction of speed tables in the same area, thus requiring only one road closure event.
8-6	Jefferson Street Abutment Rehab (PR-18)	This aesthetic improvement was added as the bridge abutment faces the Gatton Park, and is an eyesore. This work also addresses corrosion of existing exposed steel rebar and supports, thereby slowing further degradation.
8-7	Scupper and Downspout (PR-19)	Field design modifications between the pedestrian tunnel and the Central Bank Center (CBC) upper level entrance impacted the flow of drainage, requiring construction of a scupper and downspout to direct rainwater to the lower level driveway area.
8-8	Fence Repairs (PR-21)	Construction activities impacted an existing privacy fence on CBC's property, requiring modifications.
8-9	Additional Aluminim Handrail at CBC Level 3 Entrance (PR-22)	After completion of the new driveway entrance into the upper level of CBC's loading dock, the need for handrail to cover an open span at the top of the hill became apparent.

Mark Feibes

From: Mark Feibes
Sent: Thursday, April 3, 2025 11:57 AM
To: Chris Poynter
Cc: Clint Appel; David Hastings; Rob Price; Russell Mehnert
Subject: RE: 2023-062 Town Branch Access - PR-013 Manchester St DGA Unit Rate Adjustment

Chris,

Below are Chase's comments, which I concur with. In summary, the unit cost increase from $36 to $50 is acceptable to address economy of scale. The additional cost to cut grade will have to happen regardless of how much existing DGA is excavated, and therefore not accepted.

"The project required removal of DGA (incidental to Pay Item 30601 "Remove Pavement" see 6.2) and compaction of the existing subgrade (incidental to Pay Item 30301 "Earthwork" see 3.9). This work was incidental to other pay items and not eligible for additional compensation.
Bid Alternative No. 1 assumed one 3.5" lift would be required of DGA and allowed reusing existing DGA. For calculation purposes, the area shown was half of the area of the Asphalt Base (799 versus 1598). Since the quantity for this section is anticipated to be 200 tons versus 322 tons originally anticipated, the cost adjustment from $36 a Ton to $50 a ton seems reasonable."

Thanks,

Mark Feibes, P.E.
Section Manager
Department of Environmental Quality and Public Works
Division of Engineering, Design and Construction Section

859.258.3428 office
859.227.6319 cell
lexingtonky.gov

LEXINGTON

250Lex

1775 - 2025

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From: Chris Poynter <cpoynter@marrillia.com>
Sent: Wednesday, April 2, 2025 3:38 PM
To: Mark Feibes <mfeibes@lexingtonky.gov>
Cc: Clint Appel <cappel@marrillia.com>; David Hastings <dhastings@marrillia.com>; Rob Price <rprice@marrillia.com>
Subject: 2023-062 Town Branch Access - PR-013 Manchester St DGA Unit Rate Adjustment

[EXTERNAL] Use caution before clicking links and/or opening attachments.

Mark

As discussed yesterday during the meeting, please see the attached request to use an increased unit rate for the additional 2" of DGA needed on Manchester St. The current unit rate of $36/TN was included in the base bid but that was when the existing subgrade was going to be hauled off and replaced with far more than the approx. 200 tons needed now. This is simply a request to increase this unit rate to $50/TN in lieu of $36/TN for Manchester St only while also capturing additional cost needed to grade the existing DGA.

This is going to be a slight cost savings by not having to place nearly 7" of new DGA for the entire run of Manchester St. Let us know if you have any questions. We are tracking ATS to begin this work on 4/14 and would like to have your approval before then.

Thanks

Chris Poynter
Project Manager

O 859.685.0414
C 859.227.0054
F 859.685.0418
E cpoynter@marrillia.com

MARRILLIA DESIGN & CONSTRUCTION
794 Manchester Street, Lexington, KY 40508 | marrillia.com





Pending Owner Approval

	Quantity	Units	Hr.	Rate	Labor	UP	Materials	Subcontractor	Total
PR-23 Double Dose Fiber Mix									
Install Double Dose Fiber Mix per LFUCG Direction									
Double Dose Fiber Mix for Base and Surface Asphalt	2,249	TON		16.00				35,979	0
Excluded Items									
					0		0	35,979	35,979

Cost of In-Place Construction (Labor, Materials and Equipment) =	35,979
Marrillia Design and Construction Overhead Percentage =	0.0%
Overhead - Marrillia Design and Construction =	0
Marrillia Design and Construction Profit Percentage =	0.0%
Profit - Marrillia Design and Construction =	0
General Liability Insurance (Construction) =	250
Builder's Risk Insurance =	59
Performance and Payment Bond (Rate 0.90% of Cost for $0 - $100,000) =	N/A
Performance and Payment Bond (Rate 0.72% of Cost for $100,000 - $500,000) =	N/A
Performance and Payment Bond (Rate 0.63% of Cost for $500,000 - $2,500,000) =	N/A
Performance and Payment Bond (Rate 0.54% of Cost for $2,500,000 - $5,000,000) =	196
Performance and Payment Bond (Rate 0.45% of Cost for $5,000,000 - $7,500,000) =	N/A
Performance and Payment Bond (Rate 0.405% of Cost for $7,500,000 and up) =	N/A
KY Surcharge on Project Bonds (1.8% of Bond Cost) =	4
Local Municipality Tax on Project Bonds (5% of Bond Cost) =	10
Total Construction Cost =	36,498

Change Order Item 8-2

CHANGE ORDER_TOWN BRANCH IMPROVEMENTS

ATS Construction

3009 Atkinson Ave, Suite 400
Lexington, KY 40509
Contact: **Tyler Walton**
Phone: **(859) 644-0608**
Fax: **(859) 231-0946**

Quote To: Chris Poytner

Phone:
Email:

Date: 10/20/2025
Job Name:
Designer:
Plan Sheets:
Date of Plans:

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
100	CHANGE ORDER FIBER	2,248.67	TON	16.00	35,978.72
GRAND TOTAL					**$35,978.72**

NOTES:

CHANGE ORDER ONLY

Pending Owner Approval

PR-14 Additional Anti-Graffiti Coating for Tunnel Wing Walls

Apply Anti-Graffit Coating to Wing Walls and Faces of Tunnel

	Quantity	Units	Hr.	Rate	Labor	U/P	Materials	Subcontractor	Total
Application of Anti-Graffiti Coating	1					3,240.00		3,240	
Excluded Items									
					0		0	3,240	3,240

Cost of In-Place Construction (Labor, Materials and Equipment) =	3,240
Marrillia Design and Construction Overhead Percentage =	10.0%
Overhead - Marrillia Design and Construction =	324
Marrillia Design and Construction Profit Percentage =	5.0%
Profit - Marrillia Design and Construction =	162
General Liability Insurance (Construction) =	23
Builder's Risk Insurance =	6
Performance and Payment Bond (Rate 0.90% of Cost for $0 - $100,000) =	N/A
Performance and Payment Bond (Rate 0.72% of Cost for $100,000 - $500,000) =	N/A
Performance and Payment Bond (Rate 0.63% of Cost for $500,000 - $2,500,000) =	N/A
Performance and Payment Bond (Rate 0.54% of Cost for $2,500,000 - $5,000,000) =	20
Performance and Payment Bond (Rate 0.45% of Cost for $5,000,000 - $7,500,000) =	N/A
Performance and Payment Bond (Rate 0.405% of Cost for $7,500,000 and up) =	N/A
KY Surcharge on Project Bonds (1.8% of Bond Cost) =	0
Local Municipality Tax on Project Bonds (5% of Bond Cost) =	1
Total Construction Cost =	3,776

Change Order Item 8-3

Cooper Painting, Inc.

P.O. Box 11835 • Lexington, KY 40578 • (859)252-3521 • Fax (859) 252-3492

April 7, 2025

Marrillia Design and Construction
794 Manchester Street
Lexington, KY 40508

Attn: Chris Poynter
Re: Tunnel Coating (Request for CO)

We propose to furnish all labor, material, equipment, taxes and insurance to perform the following work at the above referenced location.

Tammscoat, pearl finish

Project to Include:

- Apply one spray coat of ~~Sherwin Williams Conflex XL Texture High Build Acrylic Coating #CF12W0800 Fine~~ according to manufacturer's specifications.
- Provide a mock up onsite prior to application for Owner approval of surface texture.

Total cost to add intermediate texture coat to original accepted proposal: $5,525.00

Marrillia to cover this cost.

Two Retaining Walls:

- Pressure wash 3500 PSI with oscillating head attachment.
- Prime with Sherwin Williams Loxon Concrete and Masonry Primer.
- Apply one spray coat of ~~Sherwin Williams Conflex XL Texture High Build Acrylic Coating #CF12W0800 Fine~~ according to manufacturer's specifications.

Included in CO cost for additional anti-graffiti. Required for base scope application

Tammscoat, pearl finish

Cost of Project: ~~$2,975.00~~
$1,460.00 ← Marrillia to cover this cost

- Apply Sherwin Williams 2k Waterbased Anti-Graffiti Coating to both retaining walls.

Cost of Project: ~~$1,725.00~~
$3,240.00

$785.00 Wash
$730.00 Prime
$1,725.00 Anti graffiti

Should you have any questions regarding this proposal, please contact me.

Respectfully Submitted,

Clay Cooper
Project Manager

Pending Owner Approval

	Quantity	Units	Hr.	Rate	Labor	U/P	Materials	Subcontractor	Total
PR-15 Tammscoat Application for Existing Concrete Barrier Wall									
Clean, Prime and Apply Tammscoat to the Face and Top of the Existing Concrete Barrier Wall									
Application of Tammscoat	1					3,325.00		3,325	
Excluded Items									
					0		0	3,325	3,325

Cost of In-Place Construction (Labor, Materials and Equipment) =	3,325
Marrillia Design and Construction Overhead Percentage =	10.0%
Overhead - Marrillia Design and Construction =	333
Marrillia Design and Construction Profit Percentage =	5.0%
Profit - Marrillia Design and Construction =	166
General Liability Insurance (Construction) =	23
Builder's Risk Insurance =	6
Performance and Payment Bond (Rate 0.90% of Cost for $0 - $100,000) =	N/A
Performance and Payment Bond (Rate 0.72% of Cost for $100,000 - $500,000) =	N/A
Performance and Payment Bond (Rate 0.63% of Cost for $500,000 - $2,500,000) =	N/A
Performance and Payment Bond (Rate 0.54% of Cost for $2,500,000 - $5,000,000) =	21
Performance and Payment Bond (Rate 0.45% of Cost for $5,000,000 - $7,500,000) =	N/A
Performance and Payment Bond (Rate 0.405% of Cost for $7,500,000 and up) =	N/A
KY Surcharge on Project Bonds (1.8% of Bond Cost) =	0
Local Municipality Tax on Project Bonds (5% of Bond Cost) =	1
Total Construction Cost =	3,875

Change Order Item 8-4

Cooper Painting, Inc.

P.O. Box 11835 • Lexington, KY 40578 • (859)252-3521 • Fax (859) 252-3492

May 27, 2025

Marrillia Design & Construction
794 Manchester Street
Lexington, KY 40508

Attn: Chris Poynter
Re: Existing Concrete Barrier Wall

We propose to furnish all labor, materials, equipment, taxes and insurance to perform the following work at the above referenced location.

Project to Include:

- Apply a biodegradable cleanser to loosen heavy road grime and mold from the top and face of the barrier wall.
- Pressure wash 4000 PSI to clean.
- Apply one primer coat of Sherwin Williams Loxon Concrete and Masonry Primer followed by one Tammscoat.

Cost of Project: $3,325.00

Should you have any questions regarding this proposal, please contact me.

Respectfully Submitted,

Clay Cooper
Project Manager

Pending Owner Approval

PR-17 High Street Storm Sewer Improvements

Add Storm Structure on High Street and Tie-in to Existing Storm System on Manchester St

	Quantity	Units	Hr.	Rate	Labor	U/P	Materials	Subcontractor	Total
Installation of Storm Structure and Associated Road Repairs - ATS Construction	1					39,133.51		39,134	
Remove Asphalt and Prepare for Utility Locate - Scott Marrillia	1					450.00		450	
Existing Utility Locate on High St - Badger	1					1,433.28		1,433	
Excluded Items									
					0		0	41,017	41,017

Cost of In-Place Construction (Labor, Materials and Equipment) =	41,017
Marrillia Design and Construction Overhead Percentage =	10.0%
Overhead - Marrillia Design and Construction =	4,102
Marrillia Design and Construction Profit Percentage =	5.0%
Profit - Marrillia Design and Construction =	2,051
General Liability Insurance (Construction) =	285
Builder's Risk Insurance =	78
Performance and Payment Bond (Rate 0.90% of Cost for $0 - $100,000) =	N/A
Performance and Payment Bond (Rate 0.72% of Cost for $100,000 - $500,000) =	N/A
Performance and Payment Bond (Rate 0.63% of Cost for $500,000 - $2,500,000) =	N/A
Performance and Payment Bond (Rate 0.54% of Cost for $2,500,000 - $5,000,000) =	257
Performance and Payment Bond (Rate 0.45% of Cost for $5,000,000 - $7,500,000) =	N/A
Performance and Payment Bond (Rate 0.405% of Cost for $7,500,000 and up) =	N/A
KY Surcharge on Project Bonds (1.8% of Bond Cost) =	5
Local Municipality Tax on Project Bonds (5% of Bond Cost) =	13
Total Construction Cost =	47,807

Change Order Item 8-5

TOWN BRANCH IMPROVEMENTS STORM CHANGE ORDER

ATS Construction

3009 Atkinson Ave, Suite 400

Lexington, KY 40509

Contact: **Tyler Walton**

Phone: **(859)223-7001**

Fax: **(859) 231-0946**

Quote To:

Phone:

Email:

Date: 8/27/2025

Job Name:

Designer:

Plan Sheets:

Date of Plans:

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
10	MOBILIZATION	1.00	LS	2,250.00	2,250.00
30	STORM STRUCTURES	2.00	EA	7,000.00	14,000.00
40	TIE TO EXISTING DRAINAGE STRUCTURE	1.00	LS	5,000.00	5,000.00
50	15 INCH RCP CLASS V	56.45	LF	218.00	12,306.10
55	HAUL OFF PIPE SPOILS	1.00	LS	1,500.00	1,500.00
70	FLOWABLE FILL	12.80	CY	235.00	3,008.00
80	57' STONE FOR BACKFILL	24.87	TON	43.00	1,069.41
GRAND TOTAL					**$39,133.51**

NOTES:

CHANGE ORDER PRICING ONLY

BADGER

Job: 2023-062 Town Branch
Cost Code: 03.30004
Cost Budget Category: S

Invoice Number	2885626
Invoice Date	07-07-2025
Payment Terms	30 Net
Amount Due	**$ 1,433.29**

BILL TO
MARRILLIA DESIGN AND CONSTRUCTION
794 MANCHESTER ST
Lexington, KY 40508

REMIT TO
Badger Daylighting Corp
PO Box 95000
LB# 1627
Philadelphia, PA 19195-0001
Bank Routing #: 026013673
Account #: 03248177952

Customer Number	PO/Work Order	AFE/Job	Badger Sales Area
27197			40060

Service Date	Ticket #	Unit #	Item Description	Qty	Unit of Measure	Unit Price	Amount
07-01-2025	TKT-062725-1551198	2382	Disposition	1	Each	175.00	175.00
07-01-2025	TKT-062725-1551198	2382	Fluctuating Fuel Recovery	1	Each	112.53	112.53
07-01-2025	TKT-062725-1551198	2382	Supply Water	1	Each	71.50	71.50
07-01-2025	TKT-062725-1551198	2382	Consumable Materials	1	Each	27.50	27.50
07-01-2025	TKT-062725-1551198	2382	Badger Hydrovac With Operator	4	Hour	261.69	1,046.76
					Total Due(USD)		1,433.29

For your convenience, Badger accepts payment in multiple forms including check, ACH, EFT, and certain credit cards. To the extent permitted by applicable law, payments made by credit card are subject to a surcharge equal to 3% of the transaction amount (or the highest percentage permitted by applicable law, if less than 3%). Please see attached tickets for additional detail. Please direct all invoicing inquiries to accountsreceivable@badgerinc.com or (877) 322-3437 and remittances to remittance@badgerinc.com



Badger Contact Info: 3003 S English Station Rd
Louisville, KY 40299

MARRILLIA DESIGN AND CONSTRUCTION
794 MANCHESTER ST
Lexington, KY, 40508

Ticket Number: TKT-062725-1551198
Ticket Date: 07-01-2025
Job Number: SR0000649536
Paper Ticket #:

Title: Marrillia Wet High St And Manchester St. 8: 00AM DOUG
Site Location: 794 Manchester St Lexington, KY, 40508-2485

PO/WO #:
AFE/JOB #:
Phone: 859 303-1795

Requesters Name: Trey Lewis
Cost Centre/GL:
Job Name:
Major/Minor:
User/Approver ID:
Rig/Well Pad #:
Other Order #:

This is not an invoice
Total subject to change based on taxes, fees and other charges.

Item	Item Description	Unit #	Quantity	Rate	UOM	Amount
Badger Hydrovac With Operator	Weekday 8 hrs.	2382	4	$261.69	HR	$1046.76
Consumable Materials	Per person per day	2382	1	$27.50	EA	$27.50
Supply Water	Per load as needed	2382	1	$71.50	EA	$71.50
Disposition	Per load as needed	2382	1	$175.00	EA	$175.00
Fluctuating Fuel Recovery		2382			EA	$112.53
Notes:				**Ticket Total:**		$1433.29

Approved By:

Approver Name:
Approver Phone #:

Unless Buyer expressly advises otherwise, Buyer represents and warrants that the soil and groundwater in the area of the Hydrovac excavation operations is not contaminated with any non-naturally occur substance, and buyer hereby indemnifies and holds Badger Daylighting Corp (or LP in Canada's case), and its directors, officers, employees, agents, and contractors harmless from all losses, costs, expenses, penalties which it or they directly or indirectly suffer or incur in the event the soil and or groundwater is contaminated with any substance other than naturally occurring substances.

Pending Owner Approval

PR-18 Jefferson St Bridge Abutment Rehab

Improvement to existing abutment wall

	Quantity	Units	Hr.	Rate	Labor	U/P	Materials	Subcontractor	Total
Equipment, Safety and Misc. Tools	1	LS					6500		
Material									
Angle Iron Coating	1	LS					2000		
Tex-Cote Coating System	1	LS					750		
Labor									
Prep (remove debris and rust from angle iron)	48	HRs		75.00	3,600				
Angle Iron Coating Application	48	HRs		75.00	3,600				
Apply Tex-Cote (includes pressure washing and primer)	1	LS						4,325	
Excluded Items									
					7,200		9,805	4,325	21,330

Cost of In-Place Construction (Labor, Materials and Equipment) =	21,330
Marrillia Design and Construction Overhead Percentage =	10.0%
Overhead - Marrillia Design and Construction =	2,133
Marrillia Design and Construction Profit Percentage =	5.0%
Profit - Marrillia Design and Construction =	1,067
General Liability Insurance (Construction) =	148
Builder's Risk Insurance =	40
Performance and Payment Bond (Rate 0.90% of Cost for $0 - $100,000) =	N/A
Performance and Payment Bond (Rate 0.72% of Cost for $100,000 - $500,000) =	N/A
Performance and Payment Bond (Rate 0.63% of Cost for $500,000 - $2,500,000) =	N/A
Performance and Payment Bond (Rate 0.54% of Cost for $2,500,000 - $5,000,000) =	133
Performance and Payment Bond (Rate 0.45% of Cost for $5,000,000 - $7,500,000) =	N/A
Performance and Payment Bond (Rate 0.405% of Cost for $7,500,000 and up) =	N/A
KY Surcharge on Project Bonds (1.8% of Bond Cost) =	2
Local Municipality Tax on Project Bonds (5% of Bond Cost) =	7
Total Construction Cost =	24,861

Change Order Item 8-6

Cooper Painting, Inc.

PO Box 11835 • Lexington, KY 40578 • (859)252-3521 • Fax (859) 252-3492

August 1, 2025

Marrillia Design & Construction
794 Manchester Street
Lexington, KY 40508

Attn: Chris Poynter
Re: Town Branch Abutment Wall

We propose to furnish all labor, materials, equipment, taxes and insurance to perform the following work at the above referenced location.

Project to Include:

- Pressure wash abutment wall to clean for painting.
- Primer coat Sherwin Williams Loxon Concrete and Masonry Primer.
- Finish coat with Tex-Cote XL 70 WB Medium SW 7650 Ellie Gray.

Cost of Project: $4,325.00

Should you have any questions regarding this proposal, please contact me.

Respectfully submitted,

Clay Cooper
Project Manager

Pending Owner Approval

	Quantity	Units	Hr.	Rate	Labor	U/P	Materials	Subcontractor	Total
PR-19 Downspout for Wing Wall									
Add Scupper Box and Downspout on Wing Wall									
Fabricate and Install Scupper Box and Downspout - Deer Park		1				2,140.00		2,140	
Cut Notch in Wing Wall - Diamond Cut and Core		1				1,300.00		1,300	
Excluded Items									
					0		0	3,440	3,440

Cost of In-Place Construction (Labor, Materials and Equipment) =	3,440
Marrillia Design and Construction Overhead Percentage =	10.0%
Overhead - Marrillia Design and Construction =	344
Marrillia Design and Construction Profit Percentage =	5.0%
Profit - Marrillia Design and Construction =	172
General Liability Insurance (Construction) =	24
Builder's Risk Insurance =	7
Performance and Payment Bond (Rate 0.90% of Cost for $0 - $100,000) =	N/A
Performance and Payment Bond (Rate 0.72% of Cost for $100,000 - $500,000) =	N/A
Performance and Payment Bond (Rate 0.63% of Cost for $500,000 - $2,500,000) =	N/A
Performance and Payment Bond (Rate 0.54% of Cost for $2,500,000 - $5,000,000) =	22
Performance and Payment Bond (Rate 0.45% of Cost for $5,000,000 - $7,500,000) =	N/A
Performance and Payment Bond (Rate 0.405% of Cost for $7,500,000 and up) =	N/A
KY Surcharge on Project Bonds (1.8% of Bond Cost) =	0
Local Municipality Tax on Project Bonds (5% of Bond Cost) =	1
Total Construction Cost =	4,009

Change Order Item 8-7

A ROOFING CORP OF AMERICA COMPANY

Deer Park Roofing
2601 Grassland Dr.
Louisville, KY 40299

Phone: 502-649-0621
Cell: 502-608-0566
kcase@deerparkroofing.com
www.deerparkroofing.com
www.roofadvantage360.com

PROPOSAL

July 21, 2025

ATTN:
Marrillia Design & Construction
Chris Poynter
794 Manchester St
Lexington, Ky 40508

RE: Collector box and downspout

Deer Park Roofing will supply all needed labor, materials, supervision, equipment, and safety to accomplish the following scope of work.

Roof Section

- Follow all OSHA and Deer Park safety regulations throughout the completion of the project.
- Provide, fabricate and install 24 ga black collector box and downspout on concrete wall per our discussion.
- Maintain an orderly job site and thoroughly clean upon completion.

Value for scope of work above, ... **$2,140.00**
To accept this proposal, please sign and date below.

Clarifications and Exclusions:

- This proposal is valid for 30 days.
- This proposal is based on an AIA A104 contract.
- Work to roof drains is limited to hardware above the roof deck only, any work requiring a plumber will be owners' responsibility.
- Any items not listed above are NOT included and will be billed at an additional charge of **$85.00 per man hour plus material cost.**
- Work to HVAC, mechanical, plumbing or any other equipment will be handled by the owner or added to the contract price.

ROOF ADVANTAGE 360

Kevin Case
Business Development

Signature:_____

Date:_____



A ROOFING CORP OF AMERICA COMPANY

Deer Park Roofing
2601 Grassland Dr.
Louisville, KY 40299

Phone: 502-649-0621
Cell: 502-608-0566
kease@deerparkroofing.com
www.deerparkroofing.com
www.roofadvantage360.com

- *Force Majeure: Deer Park Roofing shall not be responsible for any cancelation of delay in delivery or performance resulting from causes beyond its control, including, but not limited to: Acts of God; strikes or other labor disturbances; equipment failure; delays in transportation; inability to obtain fuel, materials, equipment, or parts; war; acts or terrorism; riots; epidemics; pandemics; floods; fire; unusually severe weather conditions; accidents; tariffs; or other contingencies the non-occurrence of which was a basic assumption on which the contract/proposal was made.*
- *If there is a 5% increase (or more) in price of materials, equipment or products between the date of this Agreement and the time when the affected material is delivered to the Project, the Contract Sum shall be increased to reflect the additional cost to obtain the materials, provided that the Contractor provides written notice and documentation of the increased costs.*



DIAMOND CUT AND CORE, INC.

120 East Lane
Nicholasville, KY 40356-9525
(859) 553-3500
www.diamondcutandcore.com

BILL TO
Marrillia Design and Construction
794 Manchester St
Lexington, KY 40508

#	12773-26
DATE	06/27/2025
TERMS	Net 30
DUE DATE	07/27/2025

PROJECT LOCATION
Rupp Arena

DATE	ACTIVITY	QTY	RATE	AMOUNT
06/27/2025	Chain Sawing Diamond chainsawing of 20' wall in 8" thick concrete	20	65.00	1,300.00

BALANCE DUE **$1,300.00**

Thank you for your business. Payment options are as follows:
Check
Diamond Cut & Core
120 East Lane
Nicholasville, KY 40356

You may also pay online via credit card or bank draft. A 3.5% convenience fee will be applied for this payment method.
Thank you for your continued business!

Pending Owner Approval

PR-21 Existing Gas Main Fence Repairs

Repair existing fence per request of LFUCG

	Quantity	Units	Hr.	Rate	Labor	U/P	Materials	Subcontractor	Total
Labor to Repair Fence		1			1,250				0
Material to Repair Fence		1					250		0
Excluded Items									
					1,625		265	0	1,890

Cost of In-Place Construction (Labor, Materials and Equipment) =	1,890
Marrillia Design and Construction Overhead Percentage =	10.0%
Overhead - Marrillia Design and Construction =	189
Marrillia Design and Construction Profit Percentage =	5.0%
Profit - Marrillia Design and Construction =	95
General Liability Insurance (Construction) =	13
Builder's Risk Insurance =	4
Performance and Payment Bond (Rate 0.90% of Cost for $0 - $100,000) =	N/A
Performance and Payment Bond (Rate 0.72% of Cost for $100,000 - $500,000) =	N/A
Performance and Payment Bond (Rate 0.63% of Cost for $500,000 - $2,500,000) =	N/A
Performance and Payment Bond (Rate 0.54% of Cost for $2,500,000 - $5,000,000) =	12
Performance and Payment Bond (Rate 0.45% of Cost for $5,000,000 - $7,500,000) =	N/A
Performance and Payment Bond (Rate 0.405% of Cost for $7,500,000 and up) =	N/A
KY Surcharge on Project Bonds (1.8% of Bond Cost) =	0
Local Municipality Tax on Project Bonds (5% of Bond Cost) =	1
Total Construction Cost =	2,203

Change Order Item 8-8

Pending Owner Approval

PR-22 Additional Aluminium Guardrail

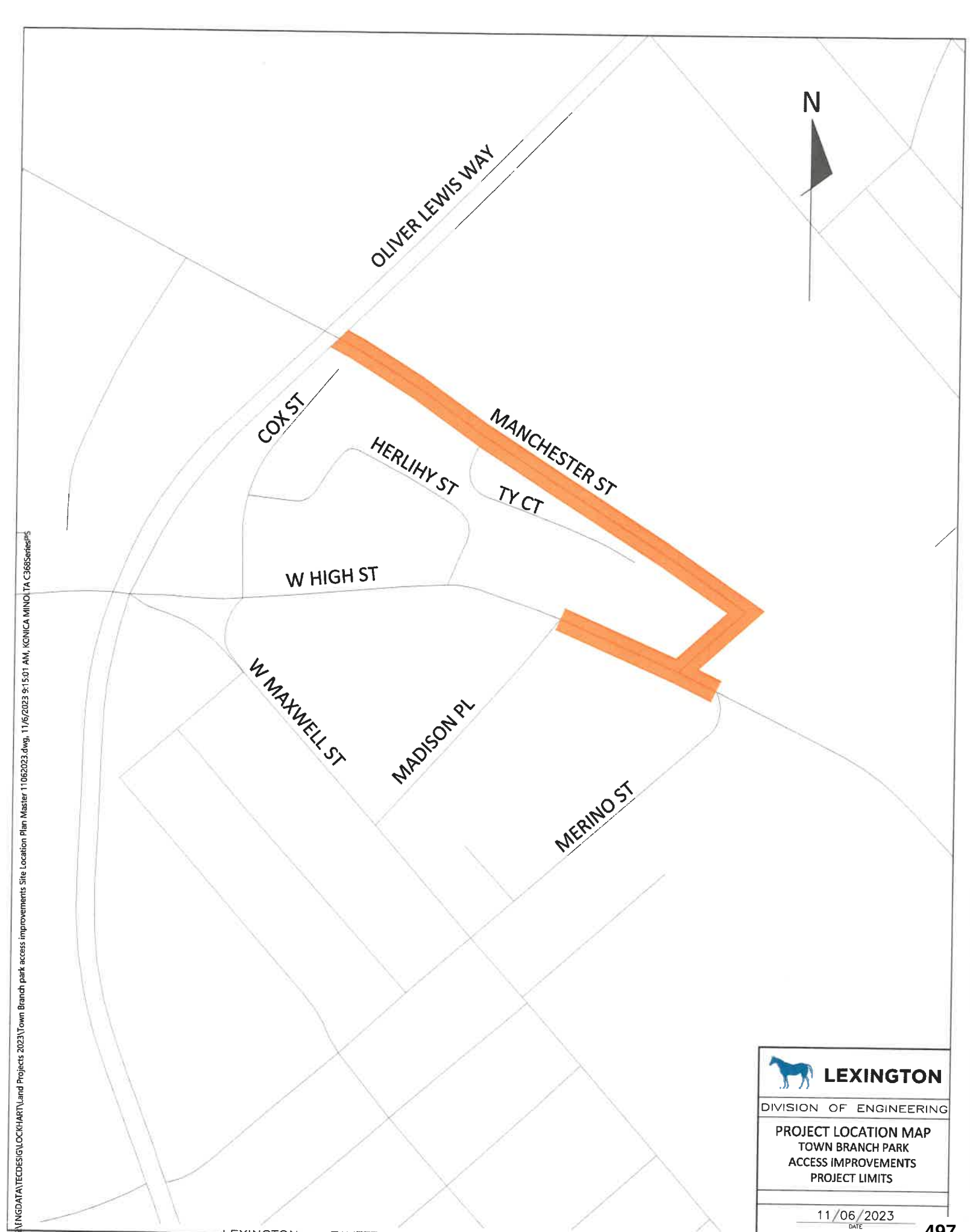
Fabricate and Install Additional Railing at CBC Loading Dock Area

	Quantity	Units	Hr.	Rate	Labor	U/P	Materials	Subcontractor	Total
Design, Fabricate and Install 55 LF of Additional Railing	55	LF		325.00				17,875	0

Excluded Items

0	0	17,875	17,875

Cost of In-Place Construction (Labor, Materials and Equipment) =	17,875
Marrillia Design and Construction Overhead Percentage =	10.0%
Overhead - Marrillia Design and Construction =	1,788
Marrillia Design and Construction Profit Percentage =	5.0%
Profit - Marrillia Design and Construction =	894
General Liability Insurance (Construction) =	124
Builder's Risk Insurance =	34
Performance and Payment Bond (Rate 0.90% of Cost for $0 - $100,000) =	N/A
Performance and Payment Bond (Rate 0.72% of Cost for $100,000 - $500,000) =	N/A
Performance and Payment Bond (Rate 0.63% of Cost for $500,000 - $2,500,000) =	N/A
Performance and Payment Bond (Rate 0.54% of Cost for $2,500,000 - $5,000,000) =	112
Performance and Payment Bond (Rate 0.45% of Cost for $5,000,000 - $7,500,000) =	N/A
Performance and Payment Bond (Rate 0.405% of Cost for $7,500,000 and up) =	N/A
KY Surcharge on Project Bonds (1.8% of Bond Cost) =	2
Local Municipality Tax on Project Bonds (5% of Bond Cost) =	6
Total Construction Cost =	20,834



G:\ENGDATA\TECDESIGN\LOCKHART\Land Projects 2023\Town Branch park access improvements Site Location Plan Master 11062023.dwg, 11/6/2023 9:15:01 AM, KONICA MINOLTA C368SeriesPS

LEXINGTON

DIVISION OF ENGINEERING

PROJECT LOCATION MAP
TOWN BRANCH PARK
ACCESS IMPROVEMENTS
PROJECT LIMITS

11/06/2023
DATE

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 1056-25

File ID:	1056-25	**Type:**	Agenda Item	**Status:**	Agenda Ready
Version:	2	**Contract #:**		**In Control:**	Grants and Special Programs
				File Created:	11/05/2025
File Name:	Request Council authorization to execute Change Order No. 5, final with L-M Asphalt Partners, Ltd. dba ATS Construction by $1,085,012.44 for the Clays Mil Road Section 1 project, increasing the contract price from $12,056,925.97 to $13,141,938.41. Approva			**Final Action:**	

Title: Authorization to execute Change Order No. 5, final, with L-M Asphalt Partners, Ltd. dba ATS Construction for the Clays Mil Road Section 1 project (Reso 679-2019), increasing the contract price by $1,085,012.44, from $12,056,925.97 to $13,141,938.41. To address various site conditions requiring field changes to the project, address delay claims from unforeseen site conditions, and to adjust final quantities in advance of project close-out. Funds are budgeted. (L1056-25)(Burton/Albright)

Notes: RIO 11/13/2025. MS

Sponsors:		**Enactment Date:**	
Attachments:	26 - Bluesheet Memo Clays Mill Rd ATS CO No. 5, Clays Mill Road Section 1 - CO5 partially signed, CMR Project Map	**Enactment Number:**	
Deed #:		**Hearing Date:**	
Drafter:	Katrina James	**Effective Date:**	

History of Legislative File

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

Text of Legislative File 1056-25

Title

Authorization to execute Change Order No. 5, final, with L-M Asphalt Partners, Ltd. dba ATS Construction for the Clays Mil Road Section 1 project (Reso 679-2019), increasing the contract price by $1,085,012.44, from $12,056,925.97 to $13,141,938.41. To address various site conditions requiring field changes to the project, address delay claims from unforeseen site conditions, and to adjust final quantities in advance of project close-out. Funds are budgeted. (L1056-25)(Burton/Albright)

Summary

Authorization to execute Change Order No. 5, final, with L-M Asphalt Partners, Ltd. dba ATS Construction for the Clays Mil Road Section 1 project (Reso 679-2019), increasing the contract price by $1,085,012.44, from $12,056,925.97 to $13,141,938.41. To address various site conditions requiring field changes to the project, address delay claims from unforeseen site conditions, and to adjust final quantities in advance of project close-out. Funds are budgeted. (L1056-25)(Burton/Albright)

Budgetary Implications: Yes

Advance Document Review:

Law: Yes, Completed by Michael Sanner, 11/4/2025

Risk Management: N/A

Fully Budgeted: Yes

Account Number: 3160-303202-3251-91715

This Fiscal Year Impact: $ 1,085,012.44

Annual Impact: $0

Project: CLY_ML_RD_2015

Activity: CONST

Budget Reference: 2015

Current Balance: $1,331,857.12

MAYOR LINDA GORTON

LEXINGTON

THERESA REYNOLDS
DIRECTOR
GRANTS & SPECIAL PROGRAMS

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

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

DATE: **NOVEMBER 3, 2025**

SUBJECT: **Authorization to execute Change Order No. 5, Final with ATS Construction for the Clays Mill Road Section 1 Project**

Request: Council authorization to execute Change Order No. 5, final with L-M Asphalt Partners, Ltd. dba ATS Construction by $1,085,012.44 for the Clays Mil Road Section 1 project, increasing the contract price from $12,056,925.97 to $13,141,938.41. Approval is contingent upon pending approval of this change order by the Kentucky Transportation Cabinet.

Purpose of Request: On December 3, 2019 (Resolution No. 679-2019), Council authorized the execution of Supplemental No. 4 with the Kentucky Transportation Cabinet for acceptance of additional federal funds in the amount of $13,200,000 for the construction phase of Section 1 on Clays Mill Road. On October 8, 2020 (Resolution 444-2020), Council approved to accept the bid of L-M Asphalt Partners Ltd. dba ATS Construction in the amount of $10,683,653.39 for construction of Clays Mill Road Section 1. On February 9, 2022, Change Order No. 1 was executed increasing the contract price by 2.05% to $10,903,149.59. On November 15, 2022, Change Order No. 2 was executed increasing the contract price by 4.79% to $11,415,070.06. On July 13, 2023, Change Order No. 3 was executed increasing the contract price by 6.01% to $12,056,925.97. Change Order No. 4 was executed to extend the contract by an additional 30 days to complete the work.

The LFUCG Division of Engineering needs this action to address various site conditions requiring field changes to the project, to address delay claims resulting from unforeseen site conditions causing construction delays, and to adjust final quantities in advance of project close-out, as detailed in the supporting documents attached to Change Order No. 5.

What is the cost in this budget year and future budget years? $1,085,012.44 is the cost in FY2026. No future costs are anticipated.

Are the funds budgeted? Yes, 3160-303202-3251-91715 CLY_ML_RD_2015 CONST 2015

File Number: 1056-25

Director/Commissioner: Burton/Albright

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT CONTRACT CHANGE ORDER Page 1 of 11			
	Date:	October 1, 2025	
	Project:	Clays Mill Road Improvements, Section 1	
	Location:	CMR - Waco to Harrodsburg	
To (Contractor): L-M Asphalt Partners, Ltd. dba ATS Construction 3009 Atkinson Ave, Suite 400, Lexington, KY 40509	Contract No.	17-2020	
	Original Contract Amt.	$10,683,653.39	
	Cumulative Amount of Previous Change Orders	$1,373,272.58	
	Percent Change - Previous Change Orders		12.85%
	Total Contract Amount Prior to this Change Order	$12,056,925.97	
	Change Order No.	5 - Final	

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	
	See Attached Sheet			
	Total Decrease	$686,109.34		
	Total Increase		$1,771,121.78	
	Net Amount of this Change Order	$1,085,012.44		
	New Contract Amount Including this Change Order	$13,141,938.41		
	Percent Change - This Change Order			10.16%
	Percent Change - All Change Orders			23.01%

Final Adjusting Change Order - No time extension is requried.

Recommended by _____ (Proj. Engr.) Date 10/13/25

Accepted by Brent. Bailey, PRESIDENT (Contractor) Date 10/13/25

Approved by _____ (Director - DOE) Date 10/20/25

Approved by Nancy Albright (Commissioner - EQPW) Date 10/22/25

Approved by _____ (Mayor) Date _____

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT CHANGE ORDER	DATE:	October 1, 2025
	Change Order #:	5 - Final
	CONTRACT #:	17-2020

Project: Clays Mill Road Improvements, Section 1

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

Item No.	ADD / DEL	Description	Units	Quantity	Unit Price	Decrease in contract price	Increase in contract price
175	ADD	Drainage Box Changes Rt Sta 135	LS	1	2,001.00	$ -	$ 2,001.00
176	ADD	2049 Sump Pump	LS	1	1,840.00	$ -	$ 1,840.00
177	ADD	Remove/Replace Entrance Lt 203+84	SY	13.33	325.00	$ -	$ 4,332.25
178	ADD	Remove/Replace Entrance Lt 194+98	SY	15	325.00	$ -	$ 4,875.00
179	ADD	Lane Allen/Rosemont Garden Mast Arm Signage	LS	1	690.00	$ -	$ 690.00
180	ADD	Redo Driveway Retaining Walls	LF	142	425.00	$ -	$ 60,350.00
181	ADD	Small Retaining Wall Lt 187+50	LF	50	250.00	$ -	$ 12,500.00
182	ADD	Retaining Wall Lt 210_80-211+12	LF	45	250.00	$ -	$ 11,250.00
183	ADD	Retaining Wall Lt 211+84 TO 212+10	LF	25	250.00	$ -	$ 6,250.00
184	ADD	Retaining Walls Lt 201+00 TO LT 201+50	LF	120	250.00	$ -	$ 30,000.00
185	ADD	Retaining Wall Rt 189+00-196+00	LF	460	250.00	$ -	$ 115,000.00
186	ADD	Retaining Wall Rt - Pasadena	LF	108	250.00	$ -	$ 27,000.00
187	DEL	Storm Changes Lt Sta136+00	LS	1	25,000.00	$ 25,000.00	$ -
188	ADD	MOT-Lane Allen Closure	LS	1	46,450.00	$ -	$ 46,450.00
189	ADD	WQU Diversion Structure/Delays/Material Changes	LS	1	45,700.36	$ -	$ 45,700.36
190	ADD	EW~1700 CMR Dressing	LS	1	4,125.60	$ -	$ 4,125.60
191	ADD	EW~6 in Width Dashed Line-White	LS	1	138.60	$ -	$ 138.60

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT CHANGE ORDER	DATE:	October 1, 2025
	Change Order #:	5 - Final
	CONTRACT #:	17-2020

Project: Clays Mill Road Improvements, Section 1

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

Item No.	ADD / DEL	Description	Units	Quantity	Unit Price	Decrease in contract price	Increase in contract price
192	ADD	Pavement Marking Thermo Only	LS	1	945.00	$ -	$ 945.00
193	ADD	MOT-NB Lane Closure Waco-Pasadena	LS	1	19,850.00	$ -	$ 19,850.00
194	ADD	San Lateral/Cleanouts - Lane Allen	EA	10	1,495.00	$ -	$ 14,950.00
195	ADD	Tie to Existing Sanitary Manhole	LS	1	5,175.00	$ -	$ 5,175.00
196	ADD	Rework sanitary MH C1 to Match Existing	EA	1	3,565.00	$ -	$ 3,565.00
197	ADD	Phase two PIP CBI'2 (Premium per box)	EA	17	1,000.00	$ -	$ 17,000.00
198	ADD	Sanitary MH C6 realign	LS	1	8,625.00	$ -	$ 8,625.00
199	ADD	Existing Sanitary Sewer Conflict Lt Sta 205+70	LF	70	100.00	$ -	$ 7,000.00
200	ADD	Culvert Design Change Impacts	LS	1	74,091.53	$ -	$ 74,091.53
201	ADD	Concrete Parking Pad Rt 194+70 AND Rt 195+40(8")	SY	120	120.00	$ -	$ 14,400.00
202	ADD	Lane Allen North Handicap Ramp Modifications	LS	1	6,325.00	$ -	$ 6,325.00
203	ADD	Header Curb Rt Sta198+00	LS	1	2,817.50	$ -	$ 2,817.50
204	ADD	Additional Striping at Southland	LS	1	507.57	$ -	$ 507.57
205	ADD	1819 CMR Wall Modification	LS	1	1,382.45	$ -	$ 1,382.45
206	ADD	Concretre Entrance Pavement at Retaining Walls	LS	1	9,139.00	$ -	$ 9,139.00
207	ADD	Concrete Entrance Pavement Adjustment 2630,2626,2623,2779,2224,2034	SY	149.09	325.00	$ -	$ 48,454.25
208	ADD	1811 CMR - Water trapped in driveway. Extend/raise existing concrete driveway.	LS	1.00	20,130.00	$ -	$ 20,130.00

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT CHANGE ORDER					DATE:	October 1, 2025		
					Change Order #:	5 - Final		
					CONTRACT #:	17-2020		
Project:		Clays Mill Road Improvements, Section 1						
You are hereby requested to comply with the following changes from the contract plans and specifications;								
Item No.	ADD / DEL	Description	Units	Quantity	Unit Price	Decrease in contract price	Increase in contract price	
209	ADD	2025 CMR - Nyloplast drain that was installed is not catching all the flow. Need an additional drain.	LS	1.00	17,250.00	$ -	$	17,250.00
210	ADD	Move sign to luminary & change street signs	LS	1.00	14,963.55		$	14,963.55
211	ADD	Delay Claims	LS	1.00	438,414.80		$	438,414.80
THE REMAINING ITEMS ARE FINAL QUANTITY ADJUSTMENTS								
2A	DEL	Quality Control Services - Allowance	LS	0.09	40,000.00	$ 3,600.00	$	-
5A	DEL	Mail Box Relocations (Sta 119+00 to 130+00)	EA	10.00	150.00	$ 1,500.00	$	-
6A	DEL	Wood Plank Fence	LF	145.00	25.00	$ 3,625.00	$	-
8A	DEL	Remove and Reset Fence (Split Rail)	LF	86.00	25.00	$ 2,150.00	$	-
12A	DEL	DGA Base	TON	1,169.58	26.00	$ 30,409.08	$	-
13A	DEL	#2 Stone Base	TN	627.88	50.00	$ 31,394.00	$	-
14A	DEL	#57 Stone	TN	1,653.06	50.00	$ 82,653.00	$	-
15A	ADD	Steel Reinforcement for Concrete Culvert (Sta 196+43)	LB	3,003.50	1.25	$ -	$	3,754.38
16A	ADD	Concrete Class A for Steps	CY	8.93	891.18	$ -	$	7,958.24
17A	ADD	Concrete Class A for Retaining Walls	CY	2.21	495.00	$ -	$	1,093.95
19A	DEL	Sidewalk 4.5" Concrete	SY	28.80	35.00	$ 1,008.00	$	-
20A	ADD	Sidewalk 6" Concrete	SY	1,420.46	65.00	$ -	$	92,329.90
21A	DEL	Sidewalk Ramps	SY	55.00	65.50	$ 3,602.50	$	-

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT CHANGE ORDER	DATE:	October 1, 2025
	Change Order #:	5 - Final
	CONTRACT #:	17-2020

Project: Clays Mill Road Improvements, Section 1

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

Item No.	ADD / DEL	Description	Units	Quantity	Unit Price	Decrease in contract price	Increase in contract price
22A	ADD	Standard Curb and Gutter	LF	206.64	16.00	$ -	$ 3,306.24
23A	DEL	Bituminous Pavement Milling and Texturing	SY	3.50	2,558.41	$ 8,954.43	$ -
24A	DEL	CL2 Asphast Base 0.75D PG 64-22	TON	76.00	131.11	$ 9,964.36	$ -
25A	ADD	CL2 Asphast Base 1.0-0D PG 64-22	TON	76.00	126.26	$ -	$ 9,595.76
26A	ADD	CL3 Asphast Base 1.0-0D PG 64-22	TON	76.00	1,584.13	$ -	$ 120,393.88
27A	ADD	CL2 Asphast Surface 0.38B PG 64-22	TON	99.00	7.18	$ -	$ 710.82
28A	ADD	Asphalt Leveling and Wedging (1-1/2" avg)	TON	90.00	733.23	$ -	$ 65,990.70
29A	DEL	Bituminous Material for Tack	TON	0.01	10.00	$ 0.10	$ -
30A	ADD	8" PVC Drainage Structure	EA	2,300.00	1.00	$ -	$ 2,300.00
32A	DEL	Curb Box Inlet Type A (Mod)	EA	6,500.00	1.00	$ 6,500.00	$ -
33A	DEL	Curb Box Inlet Type A - 15'	EA	7,700.00	1.00	$ 7,700.00	$ -
34A	DEL	Curb Box Inlet Type B 10'	EA	6,500.00	3.00	$ 19,500.00	$ -
35A	ADD	Curb Box Inlet Type B 15'	EA	7,600.00	1.00	$ -	$ 7,600.00
36A	ADD	Curb Box Inlet Type F	EA	3,400.00	1.00	$ -	$ 3,400.00
37A	DEL	Curb Box Inlet Type B	EA	3,000.00	3.00	$ 9,000.00	$ -
38A	ADD	Curb Box Inlet Type 11	EA	3,000.00	8.00	$ -	$ 24,000.00
40A	ADD	Junction Box Type B - 24"	EA	3,500.00	1.00	$ -	$ 3,500.00

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT CHANGE ORDER	DATE:	October 1, 2025
	Change Order #:	5 - Final
	CONTRACT #:	17-2020

Project: Clays Mill Road Improvements, Section 1

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

Item No.	ADD / DEL	Description	Units	Quantity	Unit Price	Decrease in contract price	Increase in contract price
41A	DEL	Grated Surface Inlet	EA	3,000.00	2.00	$ 6,000.00	$ -
42A	DEL	Storm Sewer Manhole - 4' Diameter	EA	4,500.00	5.00	$ 22,500.00	$ -
43A	ADD	Storm Sewer Manhole - 5' Diameter	EA	5,500.00	3.00	$ -	$ 16,500.00
44A	DEL	Storm Sewer Manhole - 6' Diameter	EA	5,750.00	2.00	$ 11,500.00	$ -
45A	ADD	Sanitary Sewer Manhole - 4' Diameter	EA	3,000.00	4.00	$ -	$ 12,000.00
46A	DEL	Adjust Sanitary Manhole to Grade	EA	650.00	27.00	$ 17,550.00	$ -
47A	ADD	Storm Sewer Pipe 12"	LF	45.00	50.00	$ -	$ 2,250.00
48A	DEL	Storm Sewer Pipe 15"	LF	73.78	60.00	$ 4,426.80	$ -
49A	ADD	Storm Sewer Pipe 18"	LF	24.66	65.00	$ -	$ 1,602.90
50A	DEL	Storm Sewer Pipe 24"	LF	49.21	105.00	$ 5,167.05	$ -
51A	DEL	Storm Sewer Pipe 30"	LF	41.62	160.00	$ 6,659.20	$ -
52A	DEL	Storm Sewer Pipe 36"	LF	118.50	180.00	$ 21,330.00	$ -
53A	ADD	Storm Drain Pipe 8"	LF	17.00	42.00	$ -	$ 714.00
54A	DEL	Storm Drain Pipe 15"	LF	54.00	65.00	$ 3,510.00	$ -
55A	DEL	Ductile Iron Pipe	LF	49.00	250.67	$ 12,282.83	$ -
56A	ADD	PVC Pipe 10"	LF	759.00	153.00	$ -	$ 116,127.00
57A	DEL	Internal Inspection of Sewer Pipe: CCTV	LF	3,781.40	1.50	$ 5,672.10	$ -

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT CHANGE ORDER						DATE:	October 1, 2025		
						Change Order #:	5 - Final		
						CONTRACT #:	17-2020		
Project:		Clays Mill Road Improvements, Section 1							
You are hereby requested to comply with the following changes from the contract plans and specifications;									
Item No.	ADD / DEL	Description	Units	Quantity	Unit Price	Decrease in contract price		Increase in contract price	
59A	DEL	Temporary Seeding and Protection	SY	4,186.90	0.60	$	2,512.14	$	-
60A	DEL	Seeding and Protection	SY	18,549.00	1.00	$	18,549.00	$	-
61A	ADD	Sodding	SY	12,504.00	6.20	$	-	$	77,524.80
62A	ADD	Landscaping	LS	145,000	0.032	$	-	$	4,635.00
66A	DEL	Silt Fence	LF	9,191.00	3.15	$	28,951.65	$	-
67A	ADD	Install and Maintain Silt Traps	LS	0.000001	11,558.99	$	-	$	0.01
68A	DEL	Erosion Control Blanket (for ditches)	SY	3,300.00	1.53	$	5,049.00	$	-
69A	ADD	Edge Key	LF	585.50	15.00	$	-	$	8,782.50
70A	DEL	Project Sign	EA	2.00	270.30	$	540.60	$	-
71A	DEL	Handrail - General	LF	709.00	102.00	$	72,318.00	$	-
72A	ADD	Handrail - Parapet	LF	0.25	2,615.00	$	-	$	653.75
74A	ADD	Detectable Warnings	SF	505.88	15.17	$	-	$	7,674.20
75A	DEL	Pave Striping - Perm Paint - 4" White	LF	24,495.00	0.65	$	15,921.75	$	-
76A	DEL	Pave Striping - Perm Paint - 4" Yellow	LF	2,315.00	0.65	$	1,504.75	$	-
77A	ADD	Pave Striping - Perm Paint - 6" Yellow	LF	20,423.00	1.50	$	-	$	30,634.50
78A	ADD	Pave Striping - Perm Paint - 12" White	LF	1,512.00	10.00	$	-	$	15,120.00
79A	ADD	Pave Striping - Thermo 12" Yellow	LF	112.00	10.00	$	-	$	1,120.00

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT CHANGE ORDER	DATE:	October 1, 2025
	Change Order #:	5 - Final
	CONTRACT #:	17-2020

Project: Clays Mill Road Improvements, Section 1

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

Item No.	ADD / DEL	Description	Units	Quantity	Unit Price	Decrease in contract price	Increase in contract price
80A	DEL	Pave Striping - Thermo Stop Bar - 24"	LF	69.00	12.00	$ 828.00	$ -
81A	DEL	Pave Striping - Thermo Curve Arrow	EA	3.00	160.00	$ 480.00	$ -
83A	DEL	Pave Markers Type IVA - By Temp	EA	28.00	5.00	$ 140.00	$ -
84A	DEL	Pave Marking - Thermo Bike	EA	2.00	225.00	$ 450.00	$ -
85A	DEL	Pave Marking - Type 1 Tape School	EA	1.00	1,250.00	$ 1,250.00	$ -
86A	ADD	SBM Alum Sheet Signs 0.125"	SF	64.09	20.00	$ -	$ 1,281.80
87A	ADD	Steel Post Type 1 (2" Posts)	LF	190.00	15.00	$ -	$ 2,850.00
88A	DEL	Conduit 2" Rigid Steel	LF	736.00	11.00	$ 8,096.00	$ -
89A	ADD	Conduit 2" Sch 40 PVC	LF	2,182.00	8.00	$ -	$ 17,456.00
90A	DEL	Electrical Junction Box	EA	55.00	975.00	$ 53,625.00	$ -
91A	ADD	Fiber Optic Splice Enclosure (Junction Box)	EA	2.00	1,250.00	$ -	$ 2,500.00
92A	ADD	Fiber Optic Cable	LF	1,617.00	3.00	$ -	$ 4,851.00
96A	DEL	Safeloading Existing Pipe	CY	91.00	300.00	$ 27,300.00	$ -
97A	DEL	24" Storm Pipe - Lt Sta 135+99.44	LF	301.00	185.00	$ 55,685.00	$ -
98A	DEL	Additional Work - Lt Sta 135+99.44	LS	0.85	35,000.00	$ 29,750.00	$ -
99A	ADD	18" Storm Pipe - Rt Stga 149+65.08 (Lines 1 & 2)	LF	0.30	170.00	$ -	$ 51.00
101A	ADD	Demobilization Adjustment	LS	1.00	3,370.99	$ -	$ 3,370.99

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT CHANGE ORDER	DATE:	October 1, 2025
	Change Order #:	5 - Final
	CONTRACT #:	17-2020

Project: Clays Mill Road Improvements, Section 1

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

Item No.	ADD / DEL	Description	Units	Quantity	Unit Price	Decrease in contract price	Increase in contract price
Total decrease						$ 686,109.34	
Total increase							$ 1,771,121.78
Net (increase) in contract price							$ 1,085,012.44

CONTRACT HISTORY FORM

CO: 5 - Final
Page: 10 of 11

Project Name: Clays Mill Road Improvements, Sec. 1

Contractor: L-M Asphalt Partners, Ltd., dba ATS Construction

Contract Number and Date: 17-2020, 11/02/20

Responsible LFUCG Division: Engineering

CONTRACT AND CHANGE ORDER DETAILS

A. Original Contract Amount: Next Lowest Bid Amount: $ 12,894,000.00	$ 10,683,653.39	
B. Amount of Selected Alternate or Phase:	$ 0.00	
C. Cumulative Amount of All Previous Alternates or Phases:	$ 10,683,653.39	
D. Amended Contract Amount:	$ 10,683,653.39	
E. Cumulative Amount of All Previous Change Orders:	$ 1,373,272.58	12.9% *(Line E / Line D)*
F. Amount of This Change Order:	$ 1,085,012.44	10.2% *(Line F / Line D)*
G. Cumulative Amount of All Change Orders:	$ 2,458,285.02	23.0% *(Line G/ Line D)*
G. Total Contract Amount:	$ 13,141,938.41	

SIGNATURES

Project Manager: _____ Date: 10/13/25

Reviewed by: _____ Date: 10/13/25

Division Director: _____ Date: 10/20/25

JUSTIFICATION FOR CHANGE		
	PROJECT:	Clays Mill Road Improvements, Section 1
	CONTRACT NO.	17-2020
	CHANGE ORDER:	5 - Final

1. Necessity for change: See attached Supporting Documents (136 pages).

2. Is proposed change an alternate bid? ___Yes __X__No

3. Will proposed change alter the physical size of the project? ___Yes _X__No

   If "Yes", explain.

4. Effect of this change on other prime contractors: N/A

5. Has consent of surety been obtained? ___Yes _X__Not Necessary

6. Will this change affect expiration or extent of insurance coverage? ___Yes _X__No

   If "Yes", will the policies be extended? ___Yes ___No

7. Effect on operation and maintenance costs: N/A

8. No contract extension is required. This is a final adjusting change order for contract close-out.

_____ _____

Mayor Date

Clays Mill Road Improvements, Section 1
Change Order No.5 - Final
Reasons for Porposed Changes

Contract ID: PO2-625-1500002693
Project No: 8552-004,-001,-011

Item No.	Description	Notes
2A-101A	Original Contract Bid Items	Final quantity adjustments for items that either exceeded or were less than the as-bid quantity estimates.
175	Drainage Box Changes Rt Sta 135	A field modification was made to add 45 deg pipe bends to avoid a conflict with an existing waterline.
176	2049 Sump Pump	A field modification was made to connect a residential groundwater sump pump discharge to the new storm sewer, that previously discharged to the stormwater ditch.
177	Remove/Replace Entrance Lt 203+84	A modification was necessary to adapt to field conditions. The distance between the curb and the sidewalk created a steep apron. Modification entailed lowering the sidewalk adjacent to the driveway entrance and rebuilding the driveway entrance and sidewalk.
178	Remove/Replace Entrance Lt 194+98	A field modificaiton was necessary to adapt to an existing uneven and steep driveway slope. The driveway entrance was widened and extended further than initially designed to provide a smooth transition between the new construction and the existing driveway.
179	Lane Allen/Rosemont Garden Mast Arm Signage	Special brackets that were not specified, were required for the hanging of the illuminated street signage.
180	Added Driveway Retaining Walls	Modifications were made to driveway retaining walls at four properties that were initally too narrow for safe ingress/egress.
181	Small Retaining Wall Lt 187+50	A Field modification made to address a grade issue requiring the addition of a retaining wall at the back of the sidewalk,
182	Retaining Wall Lt 210+80 to Lt 211+12	A Field modification made to address a grade issue requiring the addition of a retaining wall at the back of the sidewalk,
183	Retaining Wall Lt 211+84 to Lt 212+10	A Field modification made to address a grade issue requiring the addition of a retaining wall at the back of the sidewalk,
184	Retaining Walls Lt 201+00 to Lt 201+50	A Field modification made to address a grade issue requiring the addition of a retaining wall at the back of the sidewalk,
185	Retaining Wall Rt 189+00 to Rt 196+00	A Field modification made to address a grade issue requiring the addition of a retaining wall at the back of the sidewalk,
186	Retaining Wall Rt - Pasadena	A Field modification made to address a grade issue requiring the addition of a retaining wall at the back of the sidewalk,
187	Storm Changes Lt Sta136+00	Reduction in lum sum bid item, reflecting a reduction in scope of work

Item No.	Description	Notes
188	MOT-Lane Allen Closure	Multiple utilities (gas, water and fiber optic) were buried in a busy signalized intersection that had not been relocated by the utility companies in a timely manner. The decision was made to completely close the intersection and detour traffic around it. This required extensive traffic control signage and barricades for a period of three months,
189	WQU Diversion Structure/Delays/Material Changes	Sanitary sewer modifications in the vincinity of the three water quality units and associated diversion structures, necessitated design modifications to them. These changes and delayed shop drawing approvals resulted in a cost increase.
190	EW~1700 CMR Dressing	Additional landscaping was required beyond the initial contractual amount, to address property disturbance necessary to effect proper drainage.
191	EW~6 in Width Dashed Line-White	A field modification was made to the roadway striping to comply with MUTCD requirements. This type of marking was not a unit bid item in the original contract.
192	Pavement Marking Thermo Only	A field modification was made to the roadway striping to comply with MUTCD requirements. This type of marking was not a unit bid item in the original contract.
193	MOT-NB Lane Closure Waco-Pasadena	To effect a safer roadway environment for the public and the workers, and to expedite construction, a section of Clays Mill Road was closed to through traffic for about two months. Additional costs were incurred for traffic control devices and related labor.
194	San Lateral/Cleanouts - Lane Allen	Sanitary sewer relocation work involved the replacement of sewer laterals. To meet LFUCG code, it was necessary to add cleanouts at the property line.
195	Tie to Existing Sanitary Manhole	A field modification was made to connect a relocated sanitary sewer to an existing manhole.
196	Rework sanitary MH C1 to Match Existing	Due to an unforseen utility conflict, a field modification was made to a new sanitary manhole to facilitate connection to it.
197	Phase two PIP CBI'2 (Premium per box)	In the interest of progressing work and avoiding a work delay or stoppage, field modifications were made to adapt available storm sewer curb box inlets to fit field conditions in lieu waiting for delivery of new ones.
198	Sanitary MH C6 realign	A field modification was made to sanitary reroute a sewer line to address a conflict with a sewer lateral.
199	Existing Sanitary Sewer Conflict Lt Sta 205+70	A field modification was made to lower a sanmitary sewer line to address a conflict with a sewer lateral.
200	Culvert Design Change Impacts	Field modifications were made to tie the discharge wingwalls of the new culvert to the streambank, and to stabilize the stream channel walls on the discharge side of the new culvert.
201	Concrete Parking Pad Rt 194+70 AND Rt 195+40(8")	Replacement of a driveway extension that was removed during construction due to regrading.

Item No.	Description	Notes
202	Lane Allen North Handicap Ramp Modifications	Modifications to the handicamp ramp were made to ensure ADA compliance.
203	Header Curb Rt Sta198+00	Extra header curb was added behind a section of sidewalk to address a steep slope.
204	Additional Striping at Southland	Quantity adjustment of roadway marking with the addition of waterblasting existing markings, the later of which is not a unit bid item.
205	1819 CMR Wall Modification	A field modification was made to a new retaining wall to improve ingress/egress into a driveway.
206	Concretre Entrance Pavement at Retaining Walls	Additional driveway apron and entrance pavement was provioded at several properties that received new retaining walls to improve ingress/egress into the driveways.
207	Concrete Entrance Pavement Adjustment 2630,2626,2623,2779,2224,2034	Additional driveway apron and entrance pavement was provioded at several properties to improve ingress/egress into the driveways and in some cases address drainage issues created by the new construction.
208	1811 CMR - Driveway corrections	Regrading of roadway resulted in rainwater ponding in the residential driveway. The driveway was raised and extended to address the problem.
209	2025 CMR - Yard drainage corrections	Regrading of roadway resulted in rainwater ponding in the residential front yard. The initial design included a yard drain, but was insufficient. Additional piping and drain boxes were added to address the problem.
210	Move sign to luminary & change street signs	Roadway classification required larger street signs than originally specified. The issue was discovered after installation of the smaller signs. Additionaly, a non-illuminatred sign was upgraded to an illuminated sign for a major intersection.
211	Delay Claims	Multiple instances occurred in which work was either stopped or delayed in a given area due to unforseen utility conflicts, as detailed in the Contractor's claim.

TO: **Mark Feibes, PE**
LFUCG Project Engineer
FROM: **Dylan Murphy, PE**
ATS Construction Project Manager
DATE: **November 6, 2024**
RE: **Clays Mill Road Widening**
BID NO. 17-2020
Misc Completed Extra work Items

UPDATE 11/6/23
Pricing below and attached has been revised based on request from LFUCG via email dated 11/1/2024

UPDATE 12/2/23
Pricing below and back attached has been revised based on the requests of LFUCG in our meeting on June 27,2023. Pricing letter revised to only include pricing items <$2,500 OR have previously agreed upon pricing.

Original Letter
To minimize the number of proposal letters written for work already completed, ATS Construction has combined most of the remaining extra work items into one letter. The attachment lists extra work items that have already been completed during the project. Notes were added to each line item to explain what each line item is for.

Total for attached items - $13,738.25 (Updated 11/6/2023)

Please note there are still a few remaining items that were not included in this attachment that require their own submittal.

ATS Construction requests you review these items and advise on approval at your earliest convenience.

Please contact me with any questions that you may have.

Respectfully submitted,

Dylan Murphy, PE
Project Manager
ATS Construction

CC: Doug Burton, PE LFUCG Engineering
Brian Billings, PE ATS Construction
Jamie Davis, Superintendent, ATS Construction
Josh Withrow, PE KYTC

file: C:\Users\dmurphy\ATS Construction\ATS PM - Grade-Drainage-Concrete - Projects-Field Information\620012_17-2020_LFUCG CLAYS MILL RD IMPROV\Correspondence\Submittals

	Clays Mill Road Misc Extra Work Pricing of completed tasks										
	VP Item	Description	Notes	QTY	UM	Labor	Equipment	Materials	Cost Total	Markup (15%)	Extension
175	10027	DRAINAGE BOX CHANGES RT STA 135	45 deg bends had to be added to storm line to miss a crossing utility. Pipe run was short, so Inspector approved of bends in order to drain area	1.00	LS	445.00	695.00	600.00	1,740.00	261.00	2,001.00
176	10046	2049 SUMP PUMP	At the request of LFUCG, a residential Sump Pump was connected to the new storm system at 2049 Clays Mill Road	1.00	LS	600.00	500.00	500.00	1,600.00	240.00	1,840.00
177	10073	REMOVE/REPLACE ENT LT 203+84	This driveway was removed and replaced at the request of LFUCG to have the depressed sidewalk due to the closeness to the back of the curb. Requesting previously approved price of $325/SY	13.33	SY						4,332.25
178	10078	~REMOVE/REPLACE ENTR LT 194+98	This entrance was built per plan, however field conditions caused complications with the tie-ins. The existing blacktop pavement was wider than the proposed concrete. LFUCG directed us to remove the asphalt and pour the driveway wider. Requesting Previously approved price of $325/SY	15.00	SY						4,875.00
179	10089	Lane Allen/Rosemont Garden Mast Arm Signage	At the request of LFUCG, lane assignment signage was added to the mast arm poles at Lane Allen and Clays Mill Road. There was no pay item for the brackets for these signs. ATS Requests payment for the purchase and installation of these brackets.	1.00	LS			600.00	600.00	90.00	690.00
										Total:	**13,738.25**

Note: Items 177 & 178 - Concrete replacement reduced from $650/SY to $325/SY following phone conversation between D. Murphy and M. Feibes, on 5/8/23.

TO: **Mark Feibes, PE**
LFUCG Project Engineer

FROM: **Dylan Murphy, PE**
ATS Construction Project Manager

DATE: **April 23, 2023**

RE: **Clays Mill Road Widening**
BID NO. 17-2020
Added Retaining Wall Changes (Driveway Improvements)

LFUCG has provided the attached drawings for retaining wall revisions at four (4) driveway locations. ATS Construction submits this proposal for approval to complete the requested work.

ADDED Retaining Wall 142 LF @ $425/LF = $60,350

Notes

1. Pricing includes removal of 156 LF of Retaining walls and triangular taper of driveways (behind the sidewalk) as these were poured separate and will fall apart.
2. Pricing includes excavation, forming, pouring, and backfill of new wall.
3. Pricing includes a non-poured backfill between the new wall and driveway, but excludes any sod
4. Care will be taken to reduce risk of driveway damage, however due to the needs to remove the wall, ATS Construction cannot guarantee the driveways will not be damaged. In the event the driveways are damaged to the point of being replaced, ATS Construction will replace at the previously approved price of $650/SY
5. Additional Concrete Entrance Pavement not included in above pricing. If LFUCG elects to place concrete entrance pavement between the existing driveway and new wall, ATS Construction will honor the contract unit price.
6. Sodding to be paid at contract Unit Price.

Please contact me with any questions that you may have.

Respectfully submitted,

Dylan Murphy, PE
Project Manager
ATS Construction

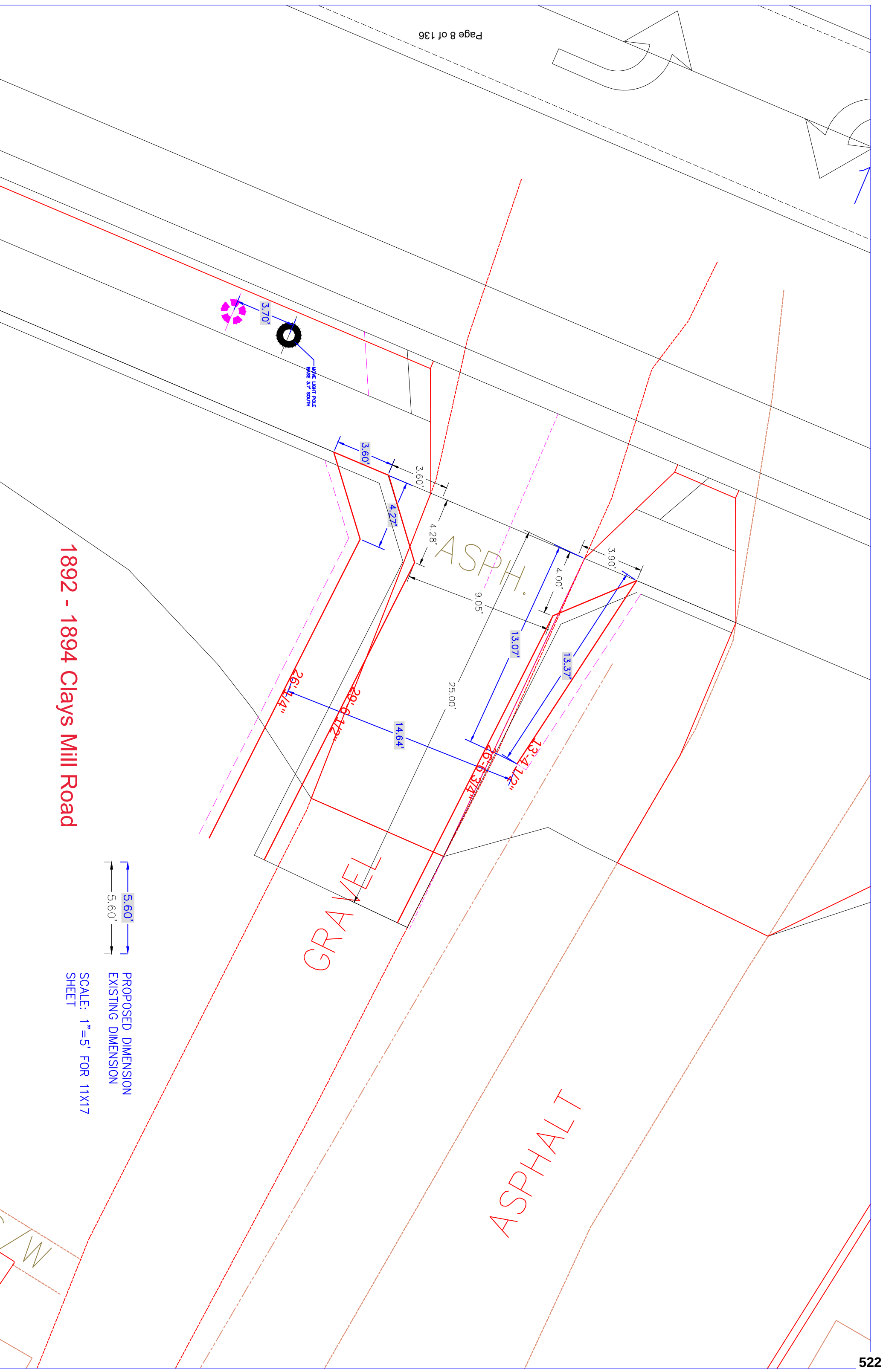
CC: Doug Burton, PE LFUCG Engineering
Brian Billings, PE ATS Construction
Jamie Davis, Superintendent, ATS Construction
Josh Withrow, PE KYTC

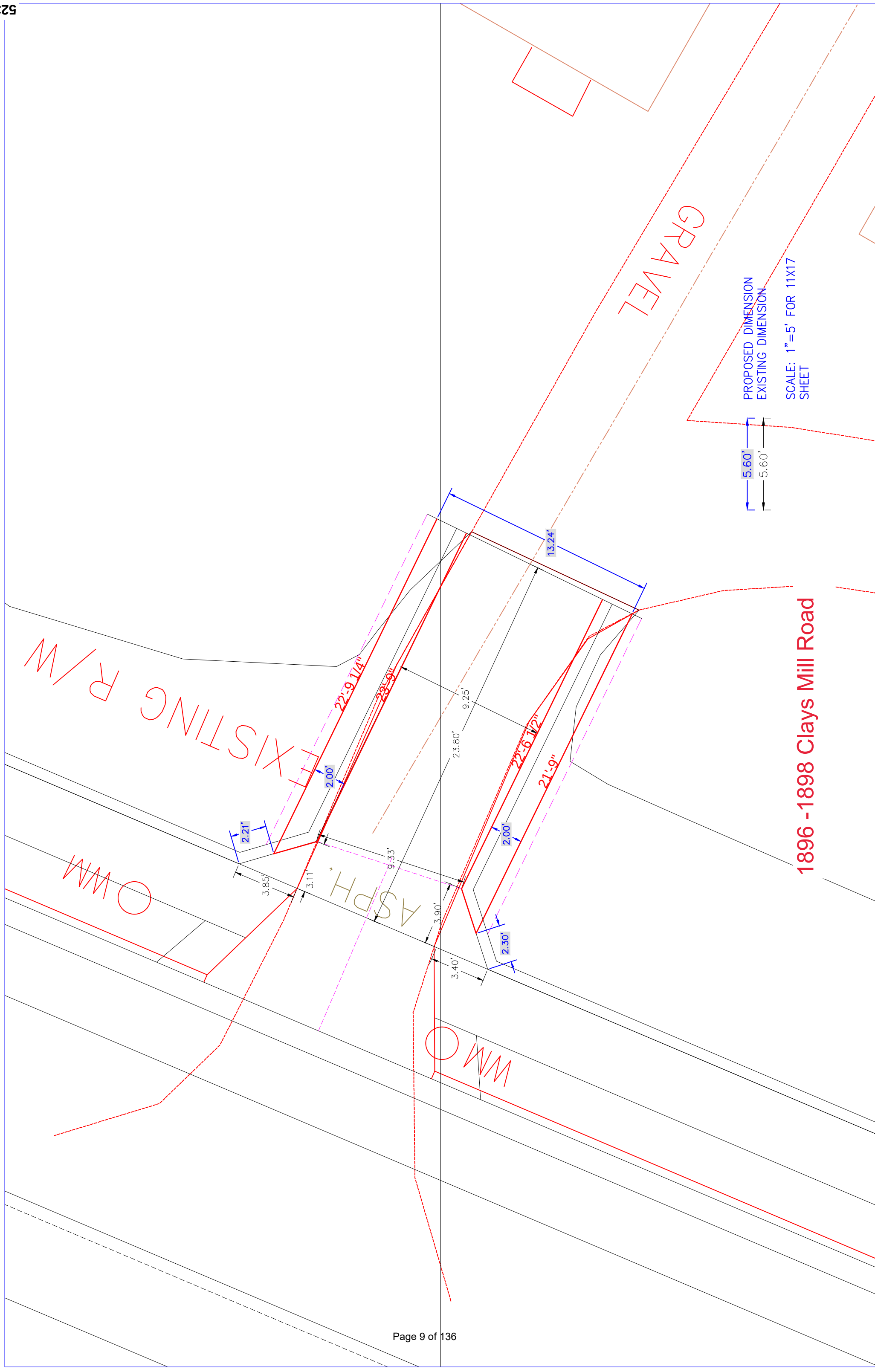
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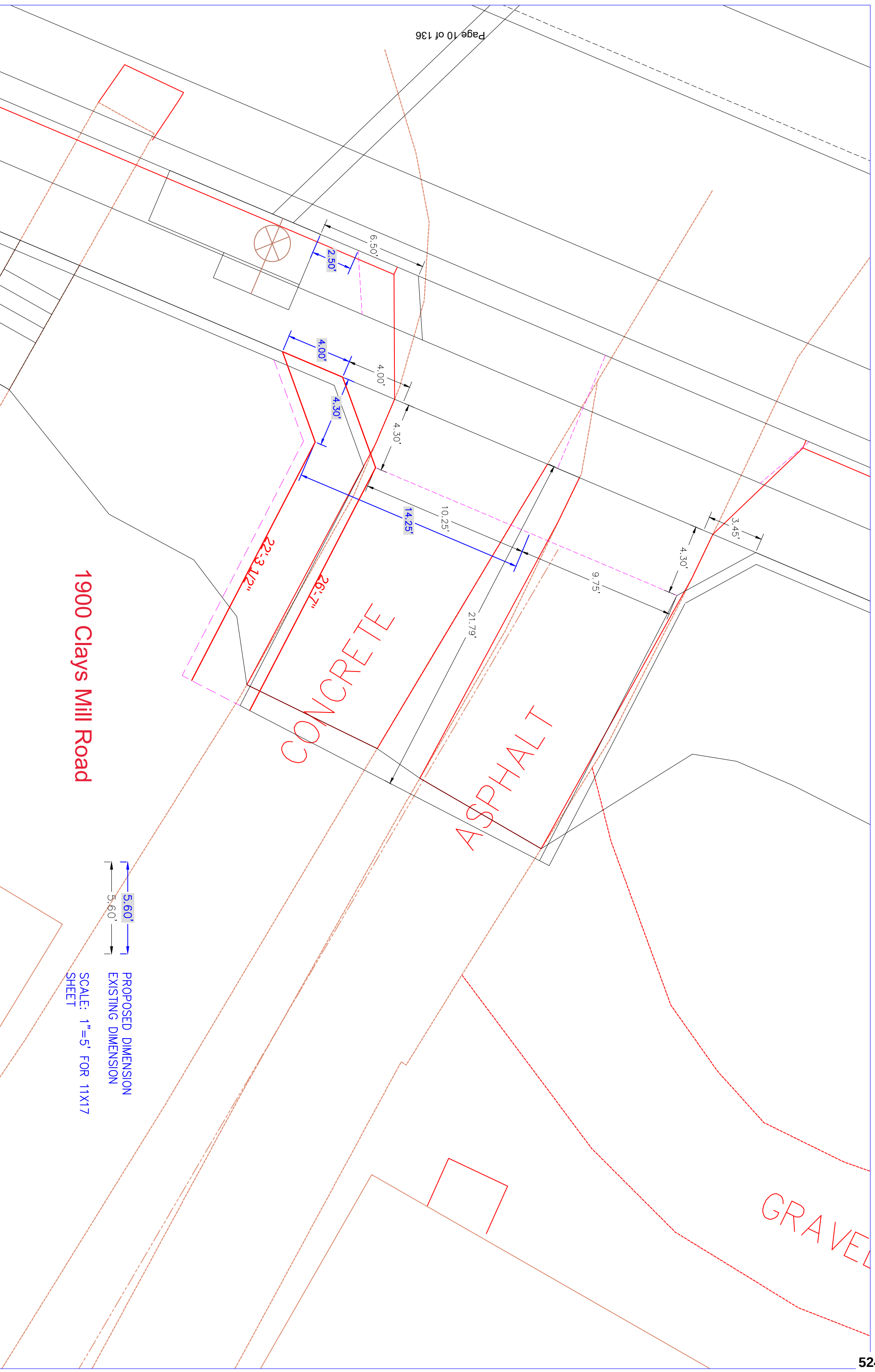
Activity / Resource	Desc	Pcs	Quantity	Unit	Unit Cost	Labor	Perm Material	Constr Matl/Exp	Equip Ment	Sub-Contract	Total
BID ITEM = 40510											
Description =	MODIFY GRAVITY RETAINING WALLS			Unit =	LF	Takeoff Quan:	142.000		Engr Quan:		142.000
30.08100.	**RETAINING WALLS**		**Quan:**	**142.00 LF**	**Hrs/Shft:**	**10.00**	**Cal: 510**	**WC: NONE**			
											**Unreviewed
[[Crew Notes:]]											
3CONC	CONCRETE CREW			56.80 CH	**Prod:**	**25.0000 US**	Lab Pcs:	5.00	Eqp Pcs:		1.00
2CONCLA	CLASS A CONCRETE@1	1.00	26.36	CY	150.000		4,191				4,191
3FORMS	FORMS	1.00	984.16	SF	0.200			197			197
3MSUP	MISCELLANEOUS SUPP	1.00	1.00	LS	500.000			500			500
8TPKFM	PICKUP TRUCK - FORE	1.00	56.80	HR	30.325				1,722		1,722
LG1	LABORER GROUP 1	2.00	113.60	MH	23.070	5,120					5,120
LG4	LABORER GROUP 4	2.00	113.60	MH	23.970	5,257					5,257
OG1	OPERATOR GROUP 1	1.00	56.80	MH	33.300	3,467					3,467
$20,454.82	2.0000 MH/LF		284.00	MH	[56.047]	13,844	4,191	697	1,722		20,455
30.08100.01	**BACKFILL WALLS**		**Quan:**	**142.00 LF**	**Hrs/Shft:**	**10.00**	**Cal: 510**	**WC: NONE**			
											**Unreviewed
[[Crew Notes:]]											
5FAB	FABRIC CREW			24.06 CH	**Prod:**	**59.0000 US**	Lab Pcs:	5.00	Eqp Pcs:		4.00
8HOE312	HOE 312	1.00	24.07	HR	59.828				1,440		1,440
8LOADSS	SKID STEER LOADER	1.00	24.07	HR	41.750				1,005		1,005
8TDTSGL	DUMP TRUCK - SINGLE	1.00	24.07	HR	57.100				1,374		1,374
8TPKFM	PICKUP TRUCK - FORE	1.00	24.07	HR	30.325				730		730
LG2	LABORER GROUP 2	1.00	24.07	MH	23.320	1,093					1,093
OG1	OPERATOR GROUP 1	2.00	48.14	MH	33.300	2,939					2,939
OG2	OPERATOR GROUP 2	1.00	24.07	MH	30.440	1,377					1,377
TD4	TRUCK DRIVER GROUP	1.00	24.07	MH	16.570	710					710
$10,668.39	0.8475 MH/LF		120.35	MH	[25.532]	6,119			4,549		10,668
30.08100.02	**DEMO EXIST WALL-EXCAVATE NEW WALL**		**Quan:**	**156.00 LF**	**Hrs/Shft:**	**10.00**	**Cal: 510**	**WC: NONE**			
											**Unreviewed
[[Crew Notes:]]											
5FAB	FABRIC CREW			44.57 CH	**Prod:**	**35.0000 US**	Lab Pcs:	6.00	Eqp Pcs:		5.00
8LOADBH	CAT420D RUBBER TIRE	1.00	44.57	HR	37.156				1,656		1,656
8LOADSS	SKID STEER LOADER	1.00	44.57	HR	41.750				1,861		1,861
8MISCTT	TOOL TRAILER	1.00	44.57	HR	16.900				753		753
8TDTSGL	DUMP TRUCK - SINGLE	1.00	44.57	HR	57.100				2,545		2,545
8TPKFM	PICKUP TRUCK - FORE	1.00	44.57	HR	30.325				1,352		1,352
LG2	LABORER GROUP 2	2.00	89.14	MH	23.320	4,047					4,047
OG1	OPERATOR GROUP 1	1.00	44.57	MH	33.300	2,721					2,721
OG2	OPERATOR GROUP 2	2.00	89.14	MH	30.440	5,101					5,101
TD4	TRUCK DRIVER GROUP	1.00	44.57	MH	16.570	1,315					1,315
$21,350.46	1.7142 MH/LF		267.42	MH	[49.464]	13,184			8,167		21,350
=====> **Item Totals:**	**40510**		**-**	**MODIFY GRAVITY RETAINING WALLS**							
$52,473.67	4.7307 MH/LF		671.77	MH	[135.919]	33,147	4,191	697	14,438		**52,474**
369.533	142 LF					233.43	29.52	4.91	101.68		369.53

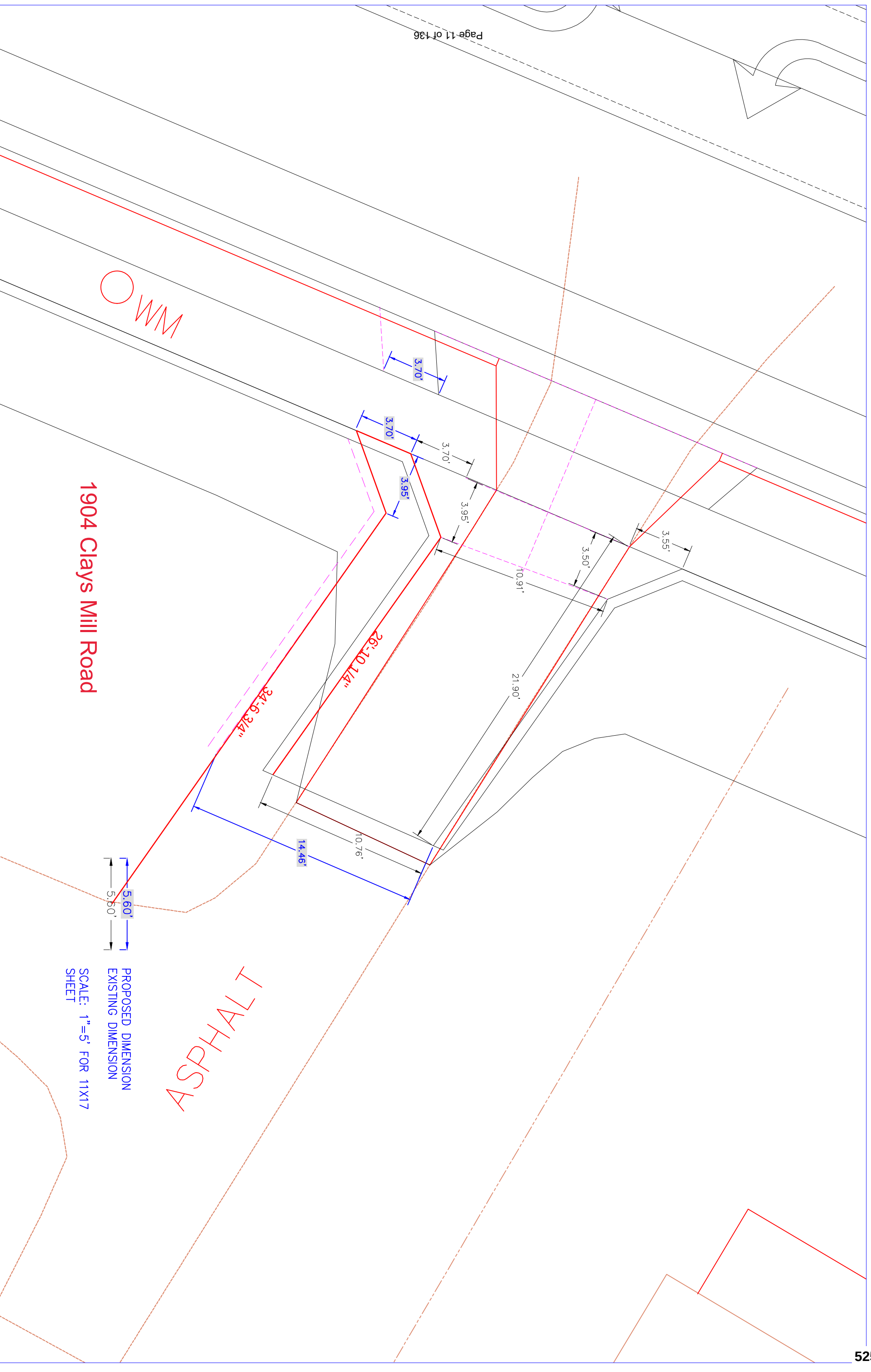
Report shows cost only.
$369.53/LF + 15% = $424.96/LF
Rounded to $425.00/LF

1892 - 1894 Clays Mill Road




GRAVEL
EXISTING R/W
OWM
ASPH.
WM
PROPOSED DIMENSION
EXISTING DIMENSION
SCALE: 1"=5' FOR 11X17
SHEET
1896 -1898 Clays Mill Road
5.60'
5.60'
13.24'
22'-9 1/4"
23'-9"
9.25'
23.80'
22'-6 1/2"
21'-9"
2.00'
2.21'
2.00'
2.30'
9.33'
3.85'
3.11'
3.90'
3.40'


6.50'
2.50'
4.00'
4.00'
4.30'
4.30'
14.25'
10.25'
21.79'
9.75'
4.30'
3.45'
22.3 1/2"
26.7"
CONCRETE
ASPHALT
GRAVEL
1900 Clays Mill Road
5.60'
5.60'
PROPOSED DIMENSION
EXISTING DIMENSION
SCALE: 1"=5' FOR 11X17 SHEET


WM
3.70'
3.70'
3.95'
3.70'
3.95'
3.55'
3.50'
10.91'
21.90'
26-10 1/4"
24-6 3/4"
10.76'
14.46'
5.60'
5.60'
1904 Clays Mill Road
ASPHALT
PROPOSED DIMENSION
EXISTING DIMENSION
SCALE: 1"=5' FOR 11X17 SHEET

Mark Feibes

From: Mark Feibes
Sent: Tuesday, July 25, 2023 3:31 PM
To: Jones, Jackie (KYTC); (Shane.Tucker@ky.gov)
Subject: Clays Mill Road Section 1 - Additional Work
Attachments: CMR - PROPOSAL - RETAINING WALL CHANGES.pdf; CMR PROPOSAL - DRAINAGE IMPROVEMENTS AT 1879 CMR.pdf

Jackie,
I have a couple of additional work items for Clays Mill Road to request for approval.

1. Adjustments to retaining walls to provide better clearance for vehicles in and out of four driveways. The walls were originally built to the width of the existing driveways. After constructing, property owners complained that they sometimes rub up against the walls because the width is too narrow.
2. Construction of a surface drain and connection to the storm sewer to prevent standing water in a residential driveway. Clays Mill Road was substantially raised in front of this property, resulting in a low spot in their driveway that hadn't existed before. This drain corrects the problem.

The total cost of these items are:

1 $60,350.00 – base cost
15,655.00 – estimated driveway replacement (See last page of "retaining wall changes".)
2 4,772.50
$80,777.50

There are sufficient funds to cover these items:

C-Phase			
Current eMARS Budget	$ 1,582,578.57		
* CO#3	(641,855.91)		
Balance	$ 940,722.66		
* Signed by SHE 07/13/23 - Does not appear to be entered into eMARS yet.			

Budget

Click Authorization Number to view Project Authorization Documents *(TC10-1)* Select

67901

Export to Excel

Project ID			*Combined Totals MARS/eMARS*		
SYP Item #	Phase	Program Code	Project Budget	Project Expenditures *July 1, 2006 - Current*	Curren
7-224.10	C	6790101C	$13,200,299.96	$10,758,672.10	
7-224.10	C	6790106C	$254,246.63	$294,588.43	
7-224.10	D	6790103D	$1,118,000.00	$939,376.68	
7-224.10	D	6790104D	$11,450.00	$6,361.09	
7-224.50	D	6790102D	$579,484.60	$579,484.60	
7-224.10	R	6790102R	$811,224.65	$811,224.65	
7-224.10	R	6790103R	$5,527.36	$5,527.36	
7-224.10	U	6790102U	$224,000.00	$0.00	
7-224.10	U	6790103U	$10,000.00	$3,079.29	
7-224.50	U	6790101U	$573,501.84	$573,501.84	

Please review and let me know if these changes are acceptable. If so, they will be incorporated into a future change order.
Thanks,

Mark Feibes, P.E.
Section Manager
Department of Environmental Quality and Public Works
Division of Engineering, Design and Construction Section

859.258.3428 office
859.227.6319 cell
lexingtonky.gov

LEXINGTON

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TO: **Mark Feibes, PE**
LFUCG Project Engineer

FROM: **Dylan Murphy, PE**
ATS Construction Project Manager

DATE: **April 23, 2023**

RE: **Clays Mill Road Widening**
BID NO. 17-2020
Gravity Retaining Walls

Throughout the summer and fall of 2023, LFUCG directed ATS Construction to construct several additional gravity retaining walls due to field conditions that differed from the plans. ATS Construction was committed to completing the project and therefore continued with constructing the walls. No plans or information were provided for these walls prior to construction, however ATS Construction worked with LFUCG to layout the limits and alignment of the walls in the field. Further, several of these walls were added after curb and gutter and other construction phases were complete forcing special care to be taken during the construction of these walls. All wall extents and elevations were approved by LFUCG prior to construction. ATS Construction submits the following pricing for these added retaining walls.

Total of 808 LF @ $250/LF = $202,000

(Locations and lengths attached to this letter.)

Please contact me with any questions that you may have.

Respectfully submitted,

Dylan Murphy, PE
Project Manager
ATS Construction

CC: Doug Burton, PE LFUCG Engineering
Brian Billings, PE ATS Construction
Jamie Davis, Superintendent, ATS Construction
Josh Withrow, PE KYTC

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Clays Mill Road
Added Retatining Wall Location Breakout

VP Item	Description	QTY	Unit	Unit Price	Extension
10049	LT STA 187+50	50.00	LF	250.00	12,500.00
10067	LT Sta 210+80-211+12	45.00	LF	250.00	11,250.00
10068	LT Sta 211+84-212+10	25.00	LF	250.00	6,250.00
10072	LT Sta 200+00-201+50	120.00	LF	250.00	30,000.00
10075	RT Sta189+00-196+00	460.00	LF	250.00	115,000.00
10080	Pasadena Drive	108.00	LF	250.00	27,000.00
				Total:	**202,000.00**

Direct Cost Report

Activity / Resource	Desc	Pcs	Quantity	Unit	Unit Cost	Labor	Perm Material	Constr Matl/Exp	Equip Ment	Sub-Contract	Total
BID ITEM = 40500											
Description =	ADDED GRAVITY RETAINING WALLS			Unit =	LF	Takeoff Quan:	808.000	Engr Quan:	808.000		
30.08100.	**RETAINING WALLS**		**Quan:**	**808.00 LF**	**Hrs/Shft:**	**10.00**	**Cal: 510**	**WC: NONE**			
											**Unreviewed
[[Crew Notes:]]											
3CONC	CONCRETE CREW		323.20	CH	**Prod:**	**25.0000 US**	Lab Pcs:	5.00	Eqp Pcs:	1.00	
2CONCLA	CLASS A CONCRETE@1	1.00	150.00	CY	150.000	23,850					23,850
3FORMS	FORMS	1.00	5,600.00	SF	0.200		1,120				1,120
3MSUP	MISCELLANEOUS SUPP	1.00	1.00	LS	500.000		500				500
8TPKFM	PICKUP TRUCK - FORE	1.00	323.20	HR	30.325			9,801			9,801
LG1	LABORER GROUP 1	2.00	646.40	MH	23.070	29,134					29,134
LG4	LABORER GROUP 4	2.00	646.40	MH	23.970	29,912					29,912
OG1	OPERATOR GROUP 1	1.00	323.20	MH	33.300	19,730					19,730
$114,047.00	2.0000 MH/LF		1,616.00	MH	[56.047]	78,776	23,850	1,620	9,801		114,047
30.08100.01	**BACKFILL WALLS**		**Quan:**	**808.00 LF**	**Hrs/Shft:**	**10.00**	**Cal: 510**	**WC: NONE**			
											**Unreviewed
[[Crew Notes:]]											
5FAB	FABRIC CREW		136.94	CH	**Prod:**	**59.0000 US**	Lab Pcs:	5.00	Eqp Pcs:	4.00	
8HOE312	HOE 312	1.00	136.95	HR	59.828			8,193			8,193
8LOADSS	SKID STEER LOADER	1.00	136.95	HR	41.750			5,718			5,718
8TDTSGL	DUMP TRUCK - SINGLE	1.00	136.95	HR	57.100			7,820			7,820
8TPKFM	PICKUP TRUCK - FORE	1.00	136.95	HR	30.325			4,153			4,153
LG2	LABORER GROUP 2	1.00	136.95	MH	23.320	6,218					6,218
OG1	OPERATOR GROUP 1	2.00	273.90	MH	33.300	16,720					16,720
OG2	OPERATOR GROUP 2	1.00	136.95	MH	30.440	7,836					7,836
TD4	TRUCK DRIVER GROUP	1.00	136.95	MH	16.570	4,041					4,041
$60,699.72	0.8474 MH/LF		684.75	MH	[25.529]	34,816			25,884		60,700
=====> **Item Totals:**	**40500**		**- ADDED GRAVITY RETAINING WALLS**								
$174,746.72	2.8474 MH/LF		2,300.75	MH	[81.577]	113,592	23,850	1,620	35,685		**174,747**
216.271	808 LF					140.58	29.52	2.00	44.16		216.27

Report shows cost only.
$216.27/LF + 15% Markup = $248.71
Rounded to $250/LF

CO 5 - Item No 187

TO: **Mark Feibes, PE**
LFUCG Project Engineer

FROM: **Dylan Murphy, PE**
ATS Construction Project Manager

DATE: **June 24, 2023**

RE: **Clays Mill Road Widening**
BID NO. 17-2020
Drainage Changes LT STA 135+99.44

As a part of the original bid documents, line item 98 was provided for "ADDITIONAL WORK -LT STA 135+99.44." This item was added by addendum for the additional restoration work that would need to be completed off right of way between residential properties for a proposed storm line. During construction, this storm line was revised to tie into the existing storm closer to the project therefore not needing to restore as much.

We bid this item at $35,000.00 but understand that the full amount of this work was not complete. We are requesting $10,000 for restoration work still completed in this area.

Given the information above, this letter serves as a proposed change order of -$25,000 for bid item 98- ADDITIONAL WORK-LT STA 135+99.44."

We request that you review and respond to this information at your earliest convenience. Should you have any questions during the review, please feel free to contact me.

Respectfully submitted,

Dylan Murphy, PE
Project Manager
ATS Construction

CC: Doug Burton, PE LFUCG Engineering
Brian Billings, PE ATS Construction
Jamie Davis, Superintendent, ATS Construction
Josh Withrow, PE KYTC

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TO: **Mark Feibes, PE**
LFUCG Project Engineer
FROM: **Dylan Murphy, PE**
ATS Construction Project Manager
DATE: **October 30, 2024**
RE: **Clays Mill Road Widening**
BID NO. 17-2020
MOT-Lane Allen Closure – Revision 1

In a letter dated June 24, 2023 (attached), supplemental pricing was provided for the closure of the Clays Mill Road and Lane Allen intersection to complete both contractual work and utility relocations. This proposal has been modified based on the attached closure plan and summaries and includes subsequent closures to Harrodsburg Road.

Revised proposal below based on quantities of the attached closure plan.

Description	QTY	UM	UP	Amount
DETOUR SIGNAGE	51	EA	$ 150.00	$ 7,650.00
TYPE 3 BARRICADES	71	EA	$ 300.00	$21,300.00
CHANGEABLE MESSAGE BOARDS	5	EA	$3,500.00	$17,500.00
			Total	$46,450.00

We request that you review and respond to this information at your earliest convenience. Should you have any questions during the review, please feel free to contact me.

Respectfully submitted,

Dylan Murphy, PE
Project Manager
ATS Construction

CC: Doug Burton, PE LFUCG Engineering
Brian Billings, PE ATS Construction
Jamie Davis, Superintendent, ATS Construction
Josh Withrow, PE KYTC

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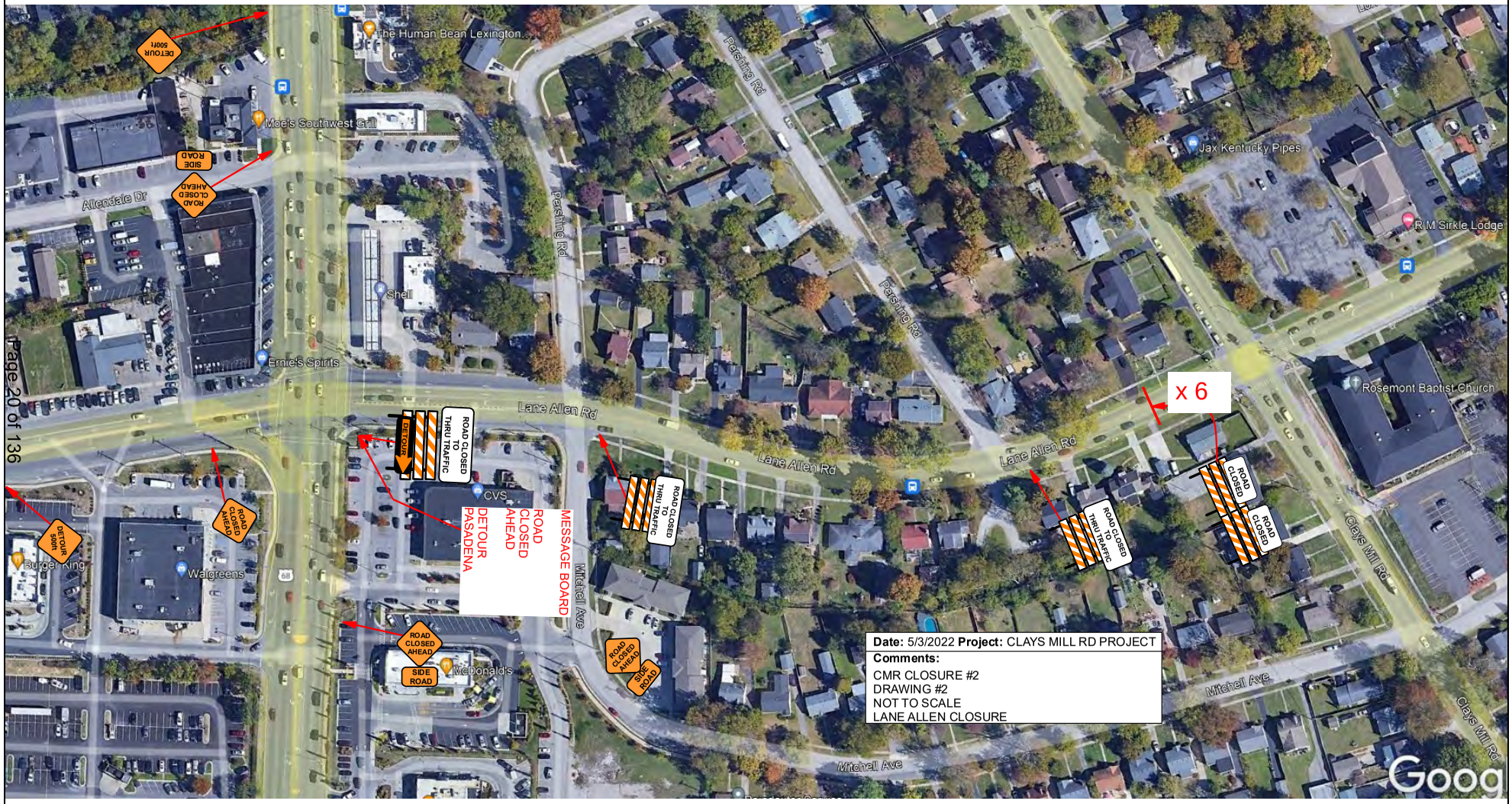
Clays Mill Road
Lane Allen to Harrodsburg Closures

Barricades - 7
Signs - 4
Message Boards - 1



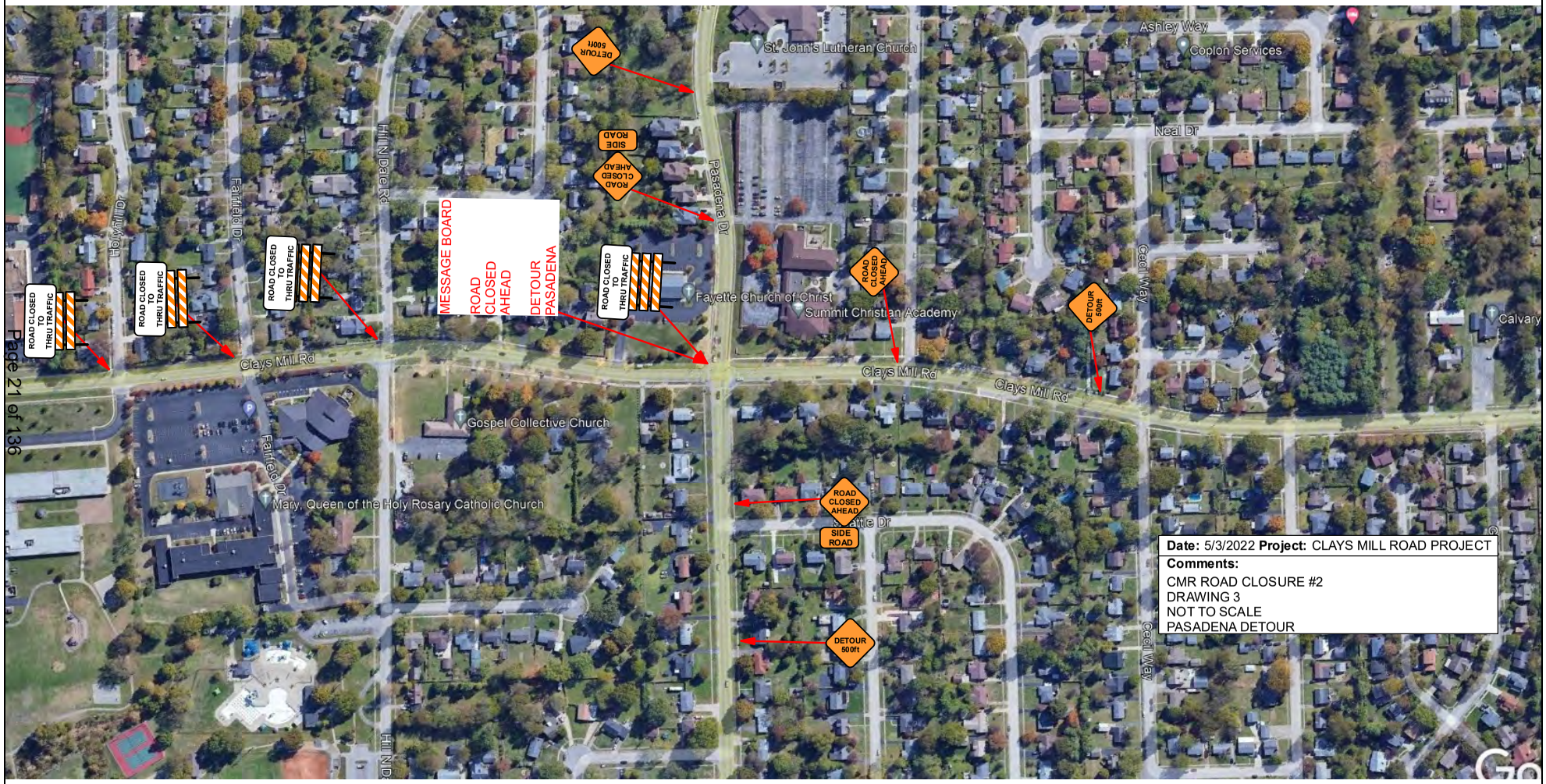
Clays Mill Road
Lane Allen to Harrodsburg Closures

Barricades - 9
Signs - 6
Message Boards - 1



Clays Mill Road
Lane Allen to Harrodsburg Closures

Barricades - 4
Signs - 6
Message Boards - 1



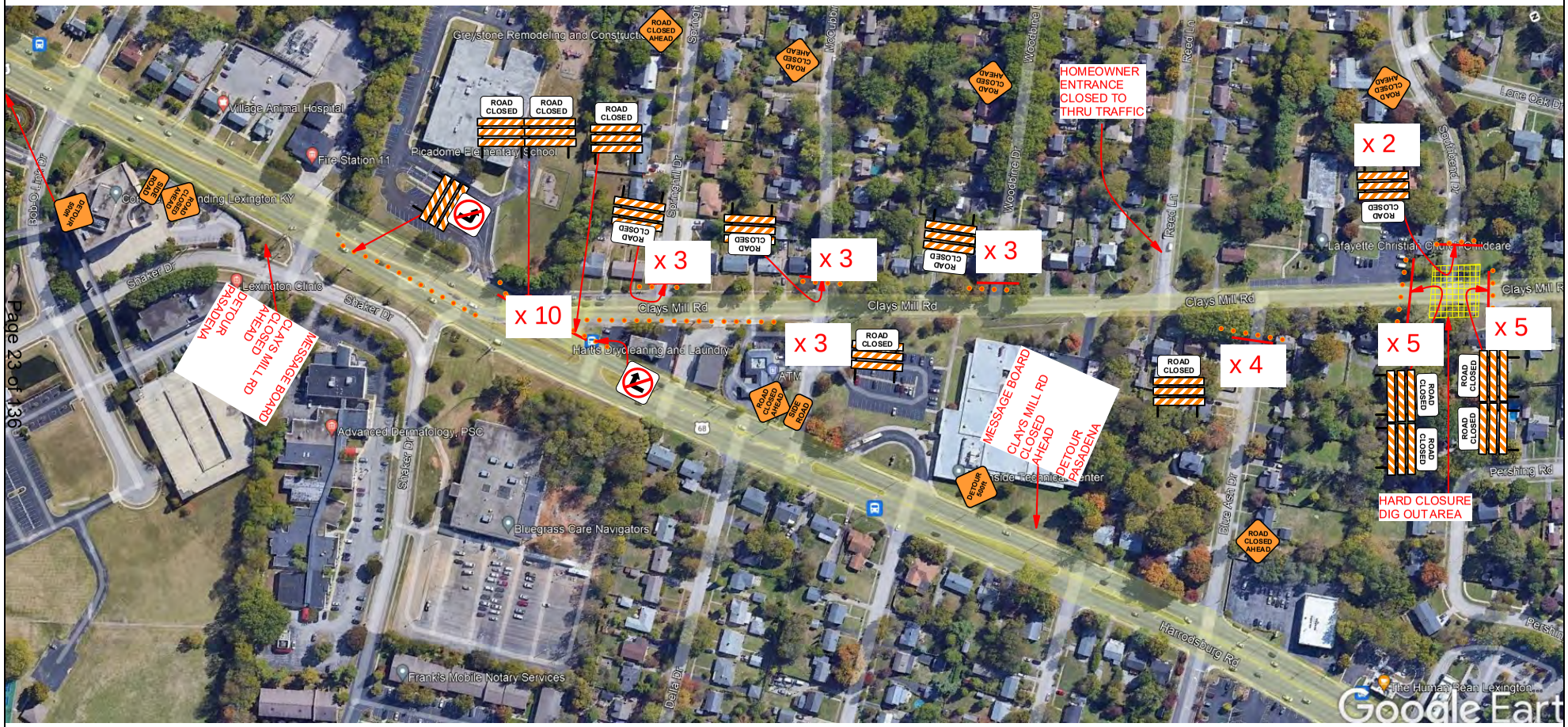
Clays Mill Road
Lane Allen to Harrodsburg Closures

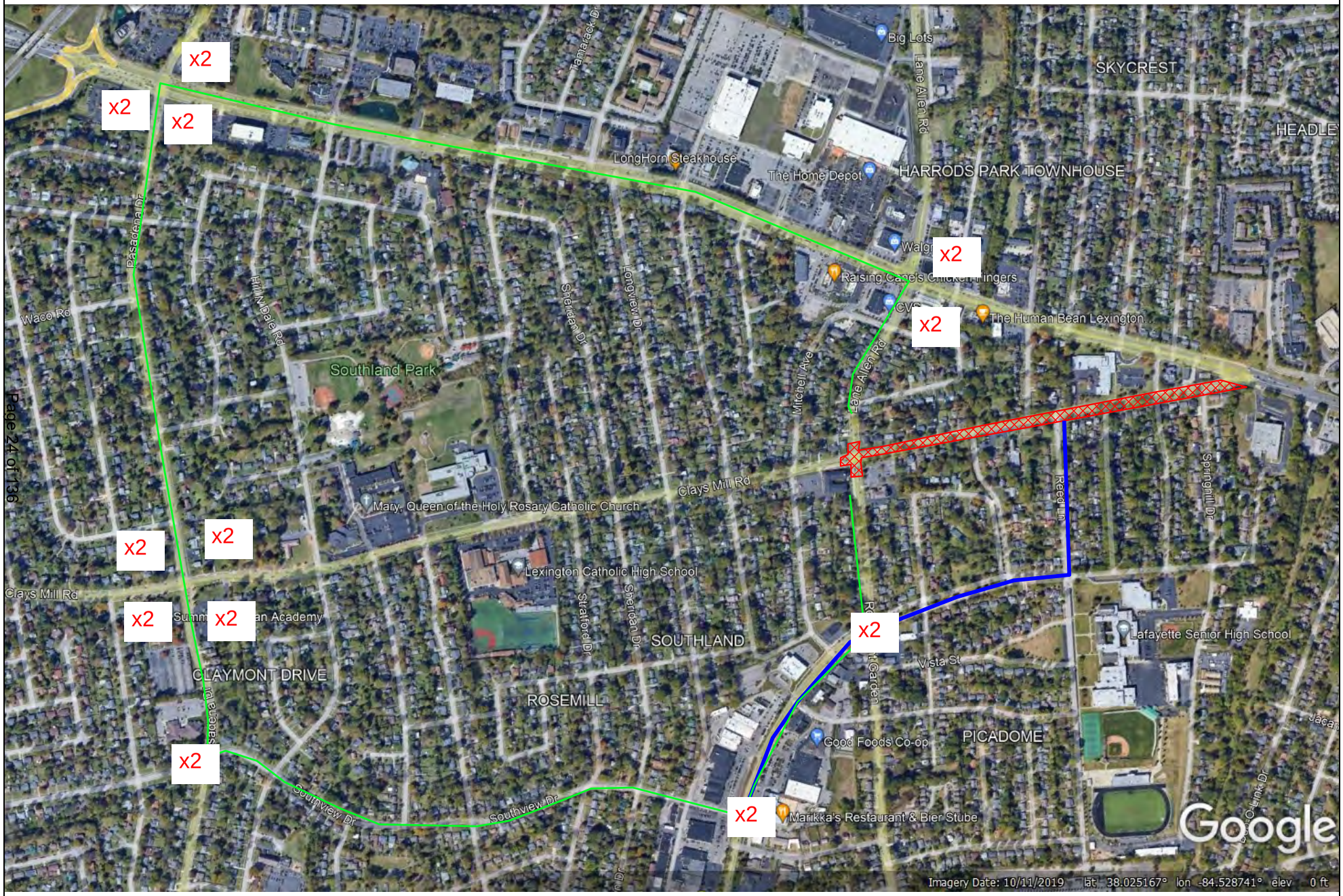
Barricades - 12
Signs - 1
Message Boards - 0



Clays Mill Road
Lane Allen to Harrodsburg Closures

Barricades - 39
Signs - 10
Message Boards - 2




x2
x2
x2
x2
x2
x2
x2
x2
x2
x2
x2
Big Lots
SKYCREST
HEADLEE
LongHorn Steakhouse
The Home Depot
HARRODS PARK TOWNHOUSE
Raising Cane's Chicken Fingers
The Human Bean Lexington
Pasadena Dr
Waco Rd
Hill N Dale Rd
Southland Park
Sheridan Dr
Longview Dr
Mitchell Ave
Lane Allen Rd
Clays Mill Rd
Mary, Queen of the Holy Rosary Catholic Church
Lexington Catholic High School
Stratford Dr
SOUTHLAND
CLAYMONT DRIVE
ROSEMILL
PICADOME
Good Foods Co-op
Marikka's Restaurant & Bier Stube
Lafayette Senior High School
Vista St
Southview Dr
Imagery Date: 10/11/2019 lat 38.025167° lon -84.528741° elev 0 ft
Google

Void - superseeded by submittal dated 10/30/24

TO: **Mark Feibes, PE**
LFUCG Project Engineer
FROM: **Dylan Murphy, PE**
ATS Construction Project Manager
DATE: **June 24, 2023**
RE: **Clays Mill Road Widening**
BID NO. 17-2020
MOT-Lane Allen Closure

In the spring of 2022, the Clays Mill Road project was faced with a difficult challenge at the intersection of Clays Mill Road and Lane Allen/Rosemont Garden. Multiple utility companies still had yet to relocate their facilities in the intersection and contract work was due to start. The known utility companies that needed to relocate their facilities were Kentucky American Water and Columbia Gas Company. Windstream Communications also had a large existing duct bank that was discovered that would need to be relocated in order to install the storm sewer system.

Each one of these utility companies would've had to create/submit/approve their own MOT plan to LFUCG and do their relocations one at a time which would have greatly delayed the construction of the project. Considering the amount of work that had to be done IN the intersection, it was proposed that ATS Construction supply the required traffic control to completely close the intersection to allow each utility contractor to efficiently relocate their facilities in a timely manner and keep construction on the right path. The closure of the intersection lasted approximately two months with the stipulation that it MUST be open when the nearby schools started back in August 2022.

A closure plan was presented and approved by LFUCG and modified throughout the summer to maintain traffic to the best of our abilities. ATS Construction submits the following pricing for Traffic Control Devices provided for this closure. Please note that the unit prices are based on previously approved unit prices for the same items and time frame in Change Order #01.

Description	QTY	UM	UP	Amount
DETOUR SIGNAGE	60	EA	150.00	9,000.00
TYPE 3 BARRICADES	80	EA	300.00	24,000.00
CHANGEABLE MESSAGE BOARDS	5	EA	3,500.00	17,500.00
			Total	**50,500.00**

We request that you review and respond to this information at your earliest convenience. Should you have any questions during the review, please feel free to contact me.

Respectfully submitted,

Dylan Murphy, PE
Project Manager
ATS Construction

CC: Doug Burton, PE LFUCG Engineering
Brian Billings, PE ATS Construction
Jamie Davis, Superintendent, ATS Construction
Josh Withrow, PE KYTC

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TO: **Mark Feibes, PE**
LFUCG Project Engineer

FROM: **Dylan Murphy, PE**
ATS Construction Project Manager

DATE: **June 24, 2023**

RE: **Clays Mill Road Widening**
BID NO. 17-2020
WQU Additional Costs

Through the course of the above referenced project, there have been two issues that have affected the construction of the three (3) water quality units both in time and cost. Below is an explanation of each issue and the impact ATS Construction experienced from each.

Increased material prices due to Delayed shop drawing approval - $21,565.36

After being awarded the contract, ATS Construction proceeded with procurement of shop drawings for drainage materials. Precast shop drawings for curb boxes and other standard items were priority to get started on the project. On May 10, 2021 the submittals for the Water Quality Units were sent by the contractor for approval. A subsequent follow-up email was sent on January 18, 2022. Due to an abundance of problems on the project and specifically unknown changes around the adjacent box culvert, final approval on these shop drawings were not completed and returned to the contractor until September 9, 2022.

Without approved shop drawings ATS Construction was unable to order these products. Given the extended approval process, the manufacturer would not honor their original quote due to fluctuations in the market of raw materials alongside abnormal increase of inflation. Attached to this letter is the original quote provided in August of 2020 and the final invoice for the three water quality units. Once tax, overhead, and markup were added to the cost adjustment, the overall cost impact ATS Construction endured was **$21,565.36**. We request payment for this adjustment in materials only. We are not requesting any adjustment in labor for this issue.

Diversion Structures for two of the WQU's – 2 EA @ $12,067.50 = $24,135.00

During the procurement stage of the water quality units, it was discovered that details and line items for diversion structures required in the plans were inadvertently left out of the bid documents. These diversion structures can be seen depicted on Plan sheet R-29 (LT Sta 196+00 and LT Sta196+80). With that said, there are no detail sheets anywhere in the plans that show inverts, sizing of box(s) or manholes, weir wall details, connection details, etc. Further, I could not locate any description or requirements of these diversion structures in the project specifications or bid documents.

On October 19, 2022 I sent an email to LFUCG alerting of the omission and lack of instruction to start a conversation regarding these structures (Attached). To expedite the process, ATS Construction drafted 3D Drawings for the proposed diversion structures for LFUCG and CDP Engineering to review and approve for a pour in place method. This allowed for the project to continue working and reach substantial completion by the end of 2022. A cost breakdown on the construction of these structures is attached. The total cost impact for this work was **$24,135.00.**

Given this information, ATS Construction respectfully submits a total cost impact of $45,700.36

Below is a list of attachments to this letter for backup purposes.

file: C:\Users\dmurphy\ATS Construction\ATS PM - Grade-Drainage-Concrete - Projects-Field Information\620012_17-2020_LFUCG CLAYS MILL RD IMPROV\Correspondence\Submittals

- Original Material Quote for WQU's
- Final Invoice for WQU's – Breakdown of cost impact posted on this attachment
- Diversion Structure Initial Email
- Cost Breakdown of Diversion Structure Design and Construction

We request that you review and respond to this information at your earliest convenience. Should you have any questions during the review, please feel free to contact me.

Respectfully submitted,

Dylan Murphy, PE
Project Manager
ATS Construction

CC: Doug Burton, PE LFUCG Engineering
Brian Billings, PE ATS Construction
Jamie Davis, Superintendent, ATS Construction
Josh Withrow, PE KYTC

Interstate Construction Products Inc.
PO Box 605
Phone: 606-843-2637
Fax: 606-843-2832
E-mail: jeanniescott@interstate-cp.com
www.interstate-cp.com

Exact quantities, types, and gages could vary and are the sole responsibility of the contractor.

Date: 8/12/2020

To: ATS

County: Fayette
Project: Clays Mill Road Improvements
Section 1

Diameter	Description	Quantity	Cost		Total
Pipe					
12" x 20'	N-12 Smoothwall Plastic Pipe				
15" x 20'	N-12 Smoothwall Plastic Pipe				
18" x 20'	N-12 Smoothwall Plastic Pipe				
24" x 20'	N-12 Smoothwall Plastic Pipe				
30" x 20'	N-12 Smoothwall Plastic Pipe				
36" x 20'	N-12 Smoothwall Plastic Pipe				
30" x 20'	N-12 HP Smoothwall Plastic Pipe				
36" x 20'	N-12 HP Smoothwall Plastic Pipe				
Water Quality Units					
6'	Downstream Defender	1 ea	$13,608.55	ea	$13,608.55
4"	First Defense	1 ea	$8,073.80	ea	$8,073.80
6'	First Defense	1 ea	$14,238.75	ea	$14,238.75

Fuel Surcharge will be added to all deliveries by ICP as follows:
1-50 miles: $50.00
51-100 miles: $92.00
100 miles and over: $130.00 (subject to adjustment)
***Please call our office to schedule delivery (606) 843-2637**
***Once material is produced, or approved, material is non-returnable**

*Add sales tax where applicable.
*ICP will collect taxes in the following states: KY, TN, VA, WVA. All other state sales tax are the sole responsibility of the contractor.

The information listed above is an ESTIMATE only.

Terms: Net 30 Days **Prices quoted firm for 30 days**

We appreciate very much the opportunity to present this quotation and hope that we may be able to work with you on this project.

Yours Very Truly
Interstate Construction Products Inc.

Interstate Construction Products, Inc

PO Box 605
London, KY 40743

Invoice

Date	Invoice #
12/13/2022	57716

Bill To
ATS Construction 3009 Atkinson Ave Suite 400 Lexington, KY 40509

Delivery Ticket No.	P.O. No.	Terms	Project	County
		Net 30	Clays Mill	Fayette

Description	Qty	Rate	Amount
6' Downstream Defender	1	20,280.00	20,280.00T
4' First Defense	1	12,315.00	12,315.00T
6' First Defense	1	20,280.00	20,280.00T

Item	Unit	Original Quote	Invoice	Difference
630	6' Downstream Defender	$ 13,608.55	$20,280.00	$ 6,671.45
640	4' First Defense	$ 8,073.80	$12,315.00	$ 4,241.20
650	6' First Defense	$ 14,238.75	$20,280.00	$ 6,041.25
			Subtotal	$16,953.90
			Tax (6%)	$ 1,017.23
			Total	$17,971.13
			OHP (20%)	$ 3,594.23
			Price	$21,565.36

Subtotal	$52,875.00
Sales Tax (6.0%)	$3,172.50
Total	$56,047.50

There will be a $25.00 returned check fee.

Phone #	Fax #	E-mail	Web Site
606-843-2637	606-843-2832	jeannie@interstate-cp.com	www.interstate-cp.com

Dylan Murphy

From: Dylan Murphy
Sent: Wednesday, October 19, 2022 9:02 AM
To: Mark H. Feibes (mfeibes@lexingtonky.gov)
Cc: Rhodes, Stephen (KYTC-D07); Darrinw@lexingtonky.gov; Withrow, Joshua B (KYTC-D07); Jamie Davis; Bruce Lovins
Subject: CMR - Water quality units

Mark,

I just realized something on the water quality units layout that I wanted to bring to your attention. It appears that both water quality units on the left side of CMR call for diversion structures that were NOT part of the WQU shop drawings and therefore not in production. Looking further into this, there are no detail drawings, dimensions, or typicals on these diversions structures anywhere in the plans other than what's on the plan sheets. With their proximity to the curb and sidewalk, I am also concerned with how these boxes top out to avoid conflict with curb and/or sidewalk. There just isn't enough information to go by to build these structures.

It is my opinion that we have 2 paths to look at solving this problem.

1. Continue building WQU's as approved and LFUCG provide detail drawings on the diversion structures to be built in the field.
    a. Highly suggest modifying the diversion structure(s) to 1 structure LT STA 196+80
    b. Side note: if I'm looking at it correctly, the weir wall is drawn incorrectly in the plan view.
2. Scrap the current WQU's in lieu for an inline system that deletes both diversion structures.
    a. I have called and discussed with manufacturer and they agreed to change gears if necessary and are getting preliminary shop drawings together just in case.

Please review and advise as soon as possible.

Thank you,

Dylan Murphy, PE
Project Engineer
ATS Construction
3009 Atkinson Avenue
Suite 400
Lexington, KY 40509
Work: (859) 543-4536
Cell: (859) 559-1001
DMurphy@atsconstruction.com

Direct Cost Report

BID ITEM = 40600
Description = WQU DIVERSION STRUCTURES Unit = EA Takeoff Quan: 2.000 Engr Quan: 2.000

20.40600. WQU DIVERSION STRUCTURES Quan: 2.00 EA Hrs/Shft: 10.00 Cal: 510 WC: NONE

Activity / Resource	Desc	Pcs	Quantity	Unit	Unit Cost	Labor	Perm Material	Constr Matl/Exp	Equip Ment	Sub-Contract	Total
											**Unreviewed
3POURH	HAND POUR		30.00	CH	**Prod: 3.0000 S**			Lab Pcs: 7.50		Eqp Pcs: 1.50	
2CONCLA	CLASS A CONCRETE@1	1.00	10.00	CY	160.000		1,696				1,696
2CONSR	STEEL REINFORCEME@	1.00	200.00	LBS	1.000		212				212
2DHSPCGMHA	G/F MH TY A@106%	1.00	4.00	EA	450.000		1,908				1,908
3ENG	ENGINEERING BOXES	1.00	2.00	EA	1,500.000			3,000			3,000
3FORMS	FORMS	1.00	2.00	EA	200.000			400			400
8LOAD246STW	LOADER CAT 246 ST-W	0.50	15.00	HR	28.670				430		430
8TPKFM	PICKUP TRUCK - FORE	1.00	30.00	HR	30.325				910		910
CARP	CARPENTER	3.00	90.00	MH	27.500	4,756					4,756
LG1	LABORER GROUP 1	3.00	90.00	MH	23.070	4,056					4,056
OG1	OPERATOR GROUP 1	1.50	45.00	MH	33.300	2,747					2,747
$20,115.48	112.5000 MH/EA		225.00	MH	[3327.39]	11,560	3,816	3,400	1,340		20,115
=====> **Item Totals: 40600 - WQU DIVERSION STRUCTURES**											
$20,115.48	112.5000 MH/EA		225.00	MH	[3327.39]	11,560	3,816	3,400	1,340		**20,115**
10,057.740	2 EA					5,779.84	1,908.00	1,700.00	669.90		10,057.74
$20,115.48	***** Report Totals *****		225.00	MH		11,560	3,816	3,400	1,340		**20,115**

>>> **indicates Non Additive Activity**
------Report Notes:------
The estimate was prepared with TAKEOFF Quantities.
This report shows TAKEOFF Quantities with the resources.

COST: $20,115.00
OHP (20%): $4,023.00
TOTAL: $24,135.00

"Unreviewed" Activities are marked.

Bid Date: Owner: Engineering Firm:
Estimator-In-Charge:

JOB NOTES

* on units of MH indicate average labor unit cost was used rather than base rate.
[ ] in the Unit Cost Column = Labor Unit Cost Without Labor Burdens
In equipment resources, rent % and EOE % not = 100% are represented as XXX%YYY where XXX=Rent% and YYY=EOE%
------Calendar Codes------

410	4 x 10 Hr Week
508	5 x 8 Hr Week
509	5 x 9 Hr week
510	**5 x 10 Hr Week (Default Calendar)**
511	5 x 11 Hr Week
512	5 x 12 Hr Week
608	6 x 8 Hr Week
609	6 x 9 Hr Week
610	6 x 10 Hr Week
W10	Weekend Work 10 Hr Days

TO: **Mark Feibes, PE**
LFUCG Project Engineer

FROM: **Dylan Murphy, PE**
ATS Construction Project Manager

DATE: **June 24, 2023**

RE: **Clays Mill Road Widening**
BID NO. 17-2020
1700 Clays Mill Road

During construction near McCubbing Drive, ATS Construction was directed by LFUCG officials to stop all work on the address of 1700 Clays Mill Road due to a dispute with the homeowner. The dispute carried on through the completion of the project and was not completed until May 2023.

By having to come back to this property, ATS Construction experienced additional costs for mobilization and loss of production to regrade this property by itself and protect the permanent work completed around it. ATS Construction respectfully submits the pricing below for the additional grade work.

Cost:	$ 3,438.00
Overhead:	$ 343.80
Markup:	$ 343.80
	$ 4,125.60

A cost breakdown of the above pricing is attached to this letter.

In addition to the pricing above, ATS Construction also requests to be paid 200 SY of sodding completed on this property at contract unit price.

We request that you review and respond to this information at your earliest convenience. Should you have any questions during the review, please feel free to contact me.

Respectfully submitted,

Dylan Murphy, PE
Project Manager
ATS Construction

CC: Doug Burton, PE LFUCG Engineering
Brian Billings, PE ATS Construction
Jamie Davis, Superintendent, ATS Construction
Josh Withrow, PE KYTC

file: C:\Users\dmurphy\ATS Construction\ATS PM - Grade-Drainage-Concrete - Projects-Field Information\620012_17-2020_LFUCG CLAYS MILL RD IMPROV\Correspondence\Submittals

Direct Cost Report

Activity / Resource	Desc	Pcs	Quantity	Unit	Unit Cost	Labor	Perm Material	Constr Matl/Exp	Equip Ment	Sub-Contract	Total
BID ITEM = 40700											
Description =	1700 CMR DRESSING			Unit =	LS	Takeoff Quan:		1.000	Engr Quan:		1.000
50.40700.	**1700 CMR DRESSING**			**Quan:**	**1.00 LS**	**Hrs/Shft:**	**10.00**	**Cal: 510**	**WC: NONE**		
											**Unreviewed
5FD	FINAL DRESS		10.00	CH	**Prod:**	**1.0000 S**	Lab Pcs:	3.00	Eqp Pcs:		4.00
3MOB	MOBILIZATION OF EQUI	1.00	1.00 LS		500.000			500			500
8LOADSS	SKID STEER LOADER	1.00	10.00 HR		41.750				418		418
8MISCTT	TOOL TRAILER	1.00	10.00 HR		16.900				169		169
8TDTSGL	DUMP TRUCK - SINGLE	1.00	10.00 HR		57.100				571		571
8TPKFM	PICKUP TRUCK - FORE	1.00	10.00 HR		30.325				303		303
OG1	OPERATOR GROUP 1	1.00	10.00 MH		33.300	610					610
OG2	OPERATOR GROUP 2	1.00	10.00 MH		30.440	572					572
TD4	TRUCK DRIVER GROUP	1.00	10.00 MH		16.570	295					295
$3,438.47	30.0000 MH/LS		30.00 MH		[883.41]	1,478		500	1,461		3,438
=====> **Item Totals:**	**40700**		**- 1700 CMR DRESSING**								
$3,438.47	30.0000 MH/LS		30.00 MH		[883.41]	1,478		500	1,461		**3,438**
3,438.470	1 LS					1,477.72		500.00	1,460.75		3,438.47
$3,438.47	***** Report Totals *****		30.00 MH			1,478		500	1,461		**3,438**

>>> **indicates Non Additive Activity**
------Report Notes:------
The estimate was prepared with TAKEOFF Quantities.
This report shows TAKEOFF Quantities with the resources.

"Unreviewed" Activities are marked.

Bid Date: Owner: Engineering Firm:
Estimator-In-Charge:

JOB NOTES

* on units of MH indicate average labor unit cost was used rather than base rate.
[ ] in the Unit Cost Column = Labor Unit Cost Without Labor Burdens
In equipment resources, rent % and EOE % not = 100% are represented as XXX%YYY where XXX=Rent% and YYY=EOE%
------Calendar Codes------

410	4 x 10 Hr Week
508	5 x 8 Hr Week
509	5 x 9 Hr week
510	**5 x 10 Hr Week (Default Calendar)**
511	5 x 11 Hr Week
512	5 x 12 Hr Week
608	6 x 8 Hr Week
609	6 x 9 Hr Week
610	6 x 10 Hr Week
W10	Weekend Work 10 Hr Days

CO 5 - Item No's 191 - 192

TO: **Mark Feibes, PE**
LFUCG Project Engineer

FROM: **Dylan Murphy, PE**
ATS Construction Project Manager

DATE: **June 24, 2023**

RE: **Clays Mill Road Widening**
BID NO. 17-2020
Project Striping Additions.

During construction of the above referenced project, some striping items were added that did not have a line item for payment. ATS Construction respectfully submits the following pricing for payment for these added items. The invoices for the information below have been attached to this letter. Please note that 5% markup has been added to the pricing per the project specifications.

Invoice #	Date	6 Width Dashed Line-White	PM Thermo Only
20-141.21	3/31/2023		2
20-141.22	4/15/2023		1
20-141.24	4/30/2023	24	
	Total QTY	24.00	3.00
	Unit Price	5.50	300.00
	Extension	132.00	900.00
	Markup (5%)	6.60	45.00
	Total Price	**138.60**	**945.00**

Should you have any questions, please feel free to contact me.

Respectfully submitted,

Dylan Murphy, PE
Project Manager
ATS Construction

CC: Doug Burton, PE LFUCG Engineering
Brian Billings, PE ATS Construction
Jamie Davis, Superintendent, ATS Construction
Josh Withrow, PE KYTC

file: C:\Users\dmurphy\ATS Construction\ATS PM - Grade-Drainage-Concrete - Projects-Field Information\620012_17-2020_LFUCG CLAYS MILL RD IMPROV\Correspondence\Submittals

INVOICE

Central Seal Company

Remit To:
P O Box 490
Danville, KY 40423

Invoice: 20-141.21
Date: 03/31/2023
Due Date: 04/30/2023

Bill To:
ATS Construction
3009 Atkinson Avenue
Suite 400
Lexington, KY 40509

Contract ID: 20-034-141 - Fayette Co-Clays
Description: Fayette Co-Clays Mill Rd.Sec#1
PO No:
Our Job No:
Period Ending: 03/31/2023

Customer No: ATS

LINE #	ITEM CODE	DESCRIPTION OF ITEMS	UNIT	QTY BILLED	UNIT PRICE	TOTAL COST
77	6542	PAVE STRIPE HOT EXTRUSION APPLIED - 6 INCH YELLOW	LF	67.00	1.50	100.50
78	6546	PAVE STRIPE THERMO - 12 INCH WHITE	LF	576.00	10.00	5,760.00
79	6547	PAVE STRIPE THERMO - 12 INCH YELLOW	LF	231.00	10.00	2,310.00
80	6568	PM THERMO STOP BAR 24 LF	EACH	48.00	12.00	576.00
81	6574	PM THERMO CURVE ARROW	EACH	14.00	160.00	2,240.00
82	6575	PM THERMO COMBO ARROW	EACH		275.00	
83	6588	PAVE MARKER TYPE IVA - BY TEMP	EACH		5.00	
84	20782NS714	PM THERMO - BIKE SYMBOL	EACH	32.00	225.00	7,200.00
85	6559	PAVEMENT MARKING - TYPE 1 TAPE - SCHOOL	EACH		1,250.00	
CO	6576	PM THERMO ONLY	EACH	2.00	300.00	600.00

Work Performed 3/27, 3/29 & 3/30/2023
Clays Mill Road

Comments:

Terms: Net 30 Days

Total Work:	18,786.50
Less Retainage:	.00
Total Amount:	18,786.50

Page: 1 of 1

CENTRAL SEAL
Danville, KY

P O Box 490
Danville, KY 40423
859/236-2367
FAX: 859/236-2373

DATE: 3/27/2023

DAY # : 32

SCALE: Yes
L1- 23.07
OP1- 33.30
OP2- 30.44

W/O NUMBER 20-034-141
GROUP NUMBER 0
JOB NUMBER 0

COUNTY: Fayette

CONTRACTOR: ATS Contruction
ROAD NUMBER: 0
ROAD NAME: Clays Mill

BATCH # WHITE
BATCH # YELLOW

Resident: Mark Feibes
Email: mfeibes@lexingtonky.gov (859-227-6319)

Inspector: Josh Withrow
Email: joshua.withrow@ky.gov

TIME FROM	TIME TO	DESCRIPTION OF FUNCTION	EMPLOYEES		ITEM DESCRIPTION	ITEM TOTAL
			Seths crw	*4" Temp Paint White*		
				4" Temp Paint Yellow		
				6510	4" Total Temp Paint	-
				4" Perm Paint White		
				4" Perm Paint Yellow		
				0	-	-
				75	PS Hot Extrusion Applied 4" W	
				76	PS Hot Extrusion Applied 4" Y	
				77	PS Hot Extrustion Applied 6" Y	
				78	PS Thermo 12" W	
				79	PS Thermo 12" Y	231
				80	PM Thermo Stop Bar 24"	
				81	PM Thermo Curve Arrow	12
				82	PM Thermo Combo Arrow	
				83	Pavement Markers Type 1VA BY Temp	
				84	PM Thermo Bike	32
				85	PM Ty 1 Tape "SCHOOL"	
				0	Waterblast Existing Stripe	
				0	Waterblast Thermo	
				0	PM Thermo ONLY	2
				0	-	

INSPECTOR:
WEATHER:
TEMPERATURE:
HUMIDITY:
DEW POINT:
BEAKER READING:

Truck #	# of Hours	Small Equipment #	# of Hours

ALL WORK ON THIS JOB COMPLETE:

Yes	No

Thermo Complete:

Yes	No

Comments:

1

Central Seal Company

Remit To:
P O Box 490
Danville, KY 40423

INVOICE

Invoice: 20-141.22
Date: 04/15/2023
Due Date: 05/15/2023

Bill To:
ATS Construction
3009 Atkinson Avenue
Suite 400
Lexington, KY 40509

Contract ID: 20-034-141 - Fayette Co-Clays
Description: Fayette Co-Clays Mill Rd.Sec#1
PO No:
Our Job No:
Period Ending: 04/15/2023

Customer No: ATS

LINE #	ITEM CODE	DESCRIPTION OF ITEMS	UNIT	QTY BILLED	UNIT PRICE	TOTAL COST
75	6540	PAVE STRIPE HOT EXTRUSION APPLIED - 4 INCH WHITE	LF	58.00	.65	37.70
76	6541	PAVE STRIPE HOT EXTRUSION APPLIED - 4 INCH YELLOW	LF	20,766.00	.65	13,497.90
77	6542	PAVE STRIPE HOT EXTRUSION APPLIED - 6 INCH YELLOW	LF	21,313.00	1.50	31,969.50
78	6546	PAVE STRIPE THERMO - 12 INCH WHITE	LF	168.00	10.00	1,680.00
79	6547	PAVE STRIPE THERMO - 12 INCH YELLOW	LF		10.00	
80	6568	PM THERMO STOP BAR 24 LF	LF	32.00	12.00	384.00
81	6574	PM THERMO CURVE ARROW	EACH	5.00	160.00	800.00
82	6575	PM THERMO COMBO ARROW	EACH	2.00	275.00	550.00
83	6588	PAVE MARKER TYPE IVA - BY TEMP	EACH		5.00	
84	20782NS714	PM THERMO - BIKE SYMBOL	EACH		225.00	
85	6559	PAVEMENT MARKING - TYPE 1 TAPE - SCHOOL	EACH		1,250.00	
CO	6576	PM THERMO ONLY	EACH	1.00	300.00	300.00

Work Performed 04/04 - 04/14/2023

Comments:

Terms: Net 30 Days

Total Work:	49,219.10
Less Retainage:	.00
Total Amount:	49,219.10

Page: 1 of 1

CENTRAL SEAL
Danville, KY

P O Box 490
Danville, KY 40423
859/236-2367
FAX: 859/236-2373

DATE: 4/4/2023

DAY # : 35

SCALE: Yes
L1- 23.07
OP1- 33.30
OP2- 30.44

W/O NUMBER 20-034-141
GROUP NUMBER 0
JOB NUMBER 0

CONTRACTOR: ATS Contruction
ROAD NUMBER: 0
ROAD NAME: Clays Mill

COUNTY: Fayette
BATCH # WHITE
BATCH # YELLOW

Resident: **Mark Feibes** Email: mfeibes@lexingtonky.gov (859-227-6319)

Inspector: **Josh Withrow** Email: joshua.withrow@ky.gov

TIME FROM	TIME TO	DESCRIPTION OF FUNCTION	EMPLOYEES		ITEM DESCRIPTION	ITEM TOTAL
			Seths crw	*4" Temp Paint White*		
				4" Temp Paint Yellow		
				6510	4" Total Temp Paint	-
				4" Perm Paint White		
				4" Perm Paint Yellow		
				0	-	-
				75	PS Hot Extrusion Applied 4" W	
				0	PS Hot Extrusion Applied 6" W	
				77	PS Hot Extrustion Applied 6" Y	
				78	PS Thermo 12" W	168
				79	PS Thermo 12" Y	
				80	PM Thermo Stop Bar 24"	32
				81	PM Thermo Curve Arrow	5
				82	PM Thermo Combo Arrow	2
				83	Pavement Markers Type 1VA BY Temp	
				84	PM Thermo Bike	
				85	PM Ty 1 Tape "SCHOOL"	
				0	Waterblast Existing Stripe	
				0	~~Waterblast Thermo~~	39
				0	PM Thermo ONLY	1
				0	-	

INSPECTOR:
WEATHER:
TEMPERATURE:
HUMIDITY:
DEW POINT:
BEAKER READING:
ALL WORK ON THIS JOB COMPLETE:

Yes	No

Thermo Complete:

Yes	No

Truck #	# of Hours	Small Equipment #	# of Hours

Comments:

1

Central Seal Company

Remit To:
P O Box 490
Danville, KY 40423

INVOICE

Invoice: 20-141.24
Date: 04/30/2023
Due Date: 05/30/2023

Bill To:
ATS Construction
3009 Atkinson Avenue
Suite 400
Lexington, KY 40509

Contract ID: 20-034-141 - Fayette Co-Clays
Description: Fayette Co-Clays Mill Rd.Sec#1
PO No:
Our Job No:
Period Ending: 04/30/2023

Customer No: ATS

LINE #	ITEM CODE	DESCRIPTION OF ITEMS	UNIT	QTY BILLED	UNIT PRICE	TOTAL COST
75	6540	PAVE STRIPE HOT EXTRUSION APPLIED - 4 INCH WHITE	LF		.65	
76	6541	PAVE STRIPE HOT EXTRUSION APPLIED - 4 INCH YELLOW	LF		.65	
77	6542	PAVE STRIPE HOT EXTRUSION APPLIED - 6 INCH YELLOW	LF		1.50	
78	6546	PAVE STRIPE THERMO - 12 INCH WHITE	LF		10.00	
79	6547	PAVE STRIPE THERMO - 12 INCH YELLOW	LF		10.00	
80	6568	PM THERMO STOP BAR 24 LF	LF		12.00	
81	6574	PM THERMO CURVE ARROW	EACH		160.00	
82	6575	PM THERMO COMBO ARROW	EACH		275.00	
83	6588	PAVE MARKER TYPE IVA - BY TEMP	EACH	116.00	5.00	580.00
84	20782NS714	PM THERMO - BIKE SYMBOL	EACH		225.00	
85	6559	PAVEMENT MARKING - TYPE 1 TAPE - SCHOOL	EACH		1,250.00	
CO	6576	PM THERMO ONLY	EACH		300.00	
CO	1012	6 WIDTH DASHED LINE - WHITE	LF	24.00	5.50	132.00

Work Performed on 04/18 & 04/21/2023
Clays Mill

Comments:

Terms: Net 30 Days

Total Work: 712.00
Less Retainage: .00
Total Amount: 712.00

Page: 1 of 1

CENTRAL SEAL
Danville, KY

P O Box 490
Danville, KY 40423
859/236-2367
FAX: 859/236-2373

DATE: 4/21/2023

DAY # : 40

SCALE: Yes
L1- 23.07
OP1- 33.30
OP2- 30.44

W/O NUMBER 20-034-141
GROUP NUMBER 0
JOB NUMBER 0

CONTRACTOR: ATS Contruction
COUNTY: Fayette
ROAD NUMBER: 0
BATCH # WHITE
ROAD NAME: Clays Mill
BATCH # YELLOW

Resident: Mark Feibes
Email: mfeibes@lexingtonky.gov (859-227-6319)

Inspector: Josh Withrow
Email: joshua.withrow@ky.gov

TIME FROM	TIME TO	DESCRIPTION OF FUNCTION	EMPLOYEES		ITEM DESCRIPTION	ITEM TOTAL
			Seth Crew	*4" Temp Paint White*		
				4" Temp Paint Yellow		
				6510	4" Total Temp Paint	-
				4" Perm Paint White		
				4" Perm Paint Yellow		
				0	-	-
				75	PS Hot Extrusion Applied 4" W	
				0	PS Hot Extrusion Applied 6" W	
				77	PS Hot Extrustion Applied 6" Y	
				78	PS Thermo 12" W	
				79	PS Thermo 12" Y	
				80	PM Thermo Stop Bar 24"	
				81	PM Thermo Curve Arrow	
				82	PM Thermo Combo Arrow	
				83	Pavement Markers Type 1VA BY Temp	
				84	PM Thermo Bike	
				85	PM Ty 1 Tape "SCHOOL"	
				0	Waterblast Existing Stripe	
				0	Waterblast Thermo	
				0	PM Thermo ONLY	
				0	Thermo 6" white Dash	24

INSPECTOR:
WEATHER:
TEMPERATURE:
HUMIDITY:
DEW POINT:
BEAKER READING:
ALL WORK ON THIS JOB COMPLETE:

Yes	No

Thermo Complete:

Yes	No

Truck #	# of Hours	Small Equipment #	# of Hours

Comments:

2

TO: **Mark Feibes, PE**
LFUCG Project Engineer

FROM: **Dylan Murphy, PE**
ATS Construction Project Manager

DATE: **October 30, 2024**

RE: **Clays Mill Road Widening**
BID NO. 17-2020
Proposed closure of Clays Mill Road from Waco Dr to Pasadena Dr
Revision 2

The purpose of this letter is to revise the supplemental proposal submitted on 6/24/2023 based on the attached signage plan. The quantities below reflect the amount of additional MOT used to detour Northbound traffic around Clays Mill Road from Waco Dr to Pasadena Dr.

Description	QTY	UM	UP	Amount
DETOUR SIGNAGE	9	EA	$ 150.00	$ 1,350.00
TYPE 3 BARRICADES	15	EA	$ 300.00	$ 4,500.00
CHANGEABLE MESSAGE BOARDS	4	EA	$3,500.00	$14,000.00
			Total	$19,850.00

We request that you review and respond to this information at your earliest convenience. Should you have any questions during the review, please feel free to contact me.

Respectfully submitted,

Dylan Murphy, PE
Project Manager
ATS Construction

CC: Doug Burton, PE LFUCG Engineering
Brian Billings, PE ATS Construction
Jamie Davis, Superintendent, ATS Construction
Josh Withrow, PE KYTC

Clays Mill Road
Waco to Pasadena Northbound Closure

Figure 2



— Barricades - 15 (doubles at NB approaches)
● Signs - 9
Message Boards - 4

Void - superseeded by submittal dated 10/30/24

TO: **Mark Feibes, PE**
LFUCG Project Engineer

FROM: **Dylan Murphy, PE**
ATS Construction Project Manager

DATE: **September 23, 2021** (Resubmitted 6/24/2023)

RE: **Clays Mill Road Widening**
BID NO. 17-2020
Proposed closure of Clays Mill Road from Waco Dr to Pasadena Dr

In a letter dated September 23, 2021 (herein attached) ATS Construction proposed a revised traffic control plan for the section of work on Clays Mill Road from Waco to Pasadena. In this letter, ATS Construction agreed to proceed with the revised plan with the understanding that additional costs would be negotiated later. The intent of this letter is to formally propose the cost impact ATS Construction experienced due to the change in traffic control during this time.

In review of this closure, it appears that this section of closure was very comparable to the full closure completely just prior from Pasadena to Stratford. Both closures were about the same length, had approx. 5 cross streets/intersections and were closed for approx. 2 months. A full closure of this section could be argued to require nearly the exact same signage, barricades, and message boards as the section from Pasadena to Stratford. With that said, this section had an additional challenge of keeping one lane of traffic open on the mainline in the southbound direction. This required additional signage and cone grabbers to delineate the traffic as well as additional labor/equipment to maintain traffic control and access to side streets and entrances.

Given the extreme similarity of roadway for this closure compared to the previous closure, ATS Construction proposes to be paid for the same signage as was approved and paid for in Change Order 01 and further listed below for the section from Pasadena to Stratford. ATS Construction values our relationship with LFUCG and therefore is only requesting payment for the signage. We will accept the cost of the additional cone grabbers and labor/equipment to support the temporary traffic pattern and will not request additional payment for that.

Item	Description	QTY	Unit	Unit Price	Extension
105	DETOUR SIGNAGE	40	EA	150.00	6,000.00
106	TYPE 3 BARRICADES	50	EA	300.00	15,000.00
107	CHANGEABLE MESSAGE BOARDS	4	EA	3,500.00	14,000.00
				Total:	35,000.00

We request that you review and respond to this information at your earliest convenience. Should you have any questions during the review, please feel free to contact me.

Respectfully submitted,

Dylan Murphy, PE
Project Manager
ATS Construction

CC: Doug Burton, PE LFUCG Engineering
Brian Billings, PE ATS Construction
Jamie Davis, Superintendent, ATS Construction
Josh Withrow, PE KYTC

TO: **Mark Feibes, PE**
LFUCG Project Engineer

FROM: **Dylan Murphy, PE**
ATS Construction Project Manager

DATE: **September 23, 2021**

RE: **Clays Mill Road Widening**
BID NO. 17-2020

Proposed closure of Clays Mill Road from Waco Dr to Pasadena Dr

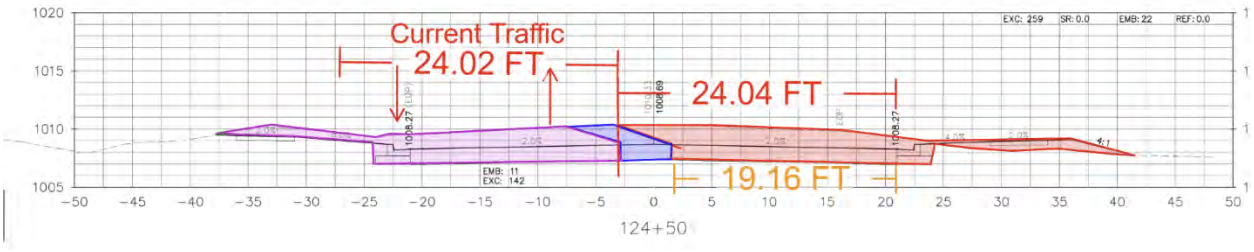
ATS Construction would like to offer the following proposal to LFUCG as a change to the Maintenance of Traffic plan in the original bid documents.

The section from Waco Dr to Pasadena goes through a residential area with several driveways and cross streets. Per the original bid documents, the Maintenance of Traffic plan lays out this area in three construction phases. Phase 1 is to construct various temporary pavement widening left of centerline to push traffic over into two lanes (one each direction). Phase 2, which is the current phase, is to construct everything Right of proposed Centerline including all roadside developments. Phase 3 is to switch traffic to newly constructed phase 2 and construct everything left of centerline. Additionally, the Bid documents state that the contractor is to maintain a minimum of two ten-foot travel lanes for traffic. Adding in minimum widths for striping, the absolute minimum allowed width to maintain traffic would be approx. 22 ft.

As discussed in previous conversations, it appears that the plans did not consider the elevation differences and other constraints that hinder the three-phase traffic plan. Some of these constraints, such as utility pole locations, could not be reasonably foreseen by the designer or the contractor until construction commenced. As it currently stands, the contractor cannot construct this corridor and maintain the required width for the traffic. As a worst-case scenario example, the cross section below (Figure 1) is from STA 124+50. As listed, traffic is currently on existing asphalt and temporary widening with approx. 24 ft of width. To match that width and allow for a 1 ft safety buffer on each side, 24 ft width (from edge of gutter) was used for phase 2 construction analysis. As you can see, to construct 24’ width right of centerline, we would actually need to excavate right up to the existing edge of the northbound travel lane (approx. 5 ft LT of CL). While this may be physically possible, we would have a 3 ft dropoff just outside the northbound travel lane and no room for a barrier wall. Further expansion on the diversion is also not possible in this

area as there is a utility pole that already had guardrail put up around it to protect cars from hitting it. Therefore, some sort of safety wedge would have to be put in between the construction and the traffic. Due to the length of the project and some of the depths, a daily safety wedge would not be possible. Because of the items listed above and the need for a safety wedge, construction would have to impede on the Northbound traffic to build enough width to move traffic onto the newly constructed pavement.

Figure 1



PROPOSED PLAN

To mitigate this issue, ATS Construction proposes to add an additional phase in which the Northbound Traffic is closed on Clays Mill Road and Detoured around using Stone Road as depicted in Figure 2 below. Construction would be built in such a way that the Northbound lane would only be detoured for approx. 10 business days or less.

Figure 2



In general, the sequence of work would be as follows.

1. Keep Traffic as is and Excavate red area (Figure 1).
2. Build Curb, DGA, 2 layers of asphalt base approx. 19' wide and sidewalk
3. Once Sidewalk is completed, close the Northbound lane of Clays Mill Road and put traffic on detour in Figure 2
4. Excavate and construct Blue area (Figure 1) through second asphalt base layer
5. Simultaneously, backfill Curb and Sidewalk and all remaining finish work behind curb.
6. Pave final Asphalt Base Layer, place Temporary Striping, and switch traffic.

Figure 3 below shows a detailed schedule of this work. This schedule assumes no weather delays and a start date of Monday, September 27, 2021. With this schedule, the Northbound lane closure would be from October 28 thru November 10 and having traffic back on new pavement before the Thanksgiving Holiday

Construction would then begin on Phase 3 LT of CL Given the late start to this phase, it is unclear as to the completion of the phase 3 side since weather becomes unpredictable and temperature could fall below specified requirements.

Figure 3

	Task Mode	Task Name	Duration	Start	Finish	Predecessors
1		**RT EXCAVATION AND ROADSIDE DEVLP (RED AREA)**	**32 days**	**Mon 9/27/21**	**Tue 11/9/21**	
2		MILLING EXISTING ROADWAY	2 days	Mon 9/27/21	Tue 9/28/21	
3		ROADWAY EXCAVATION	10 days	Wed 9/29/21	Tue 10/12/21	2
4		BLUETOP	5 days	Thu 10/7/21	Wed 10/13/21	3SS+6 days
5		INSTALL BOX TOPS/POUR APRONS (15 EA)	5 days	Wed 10/6/21	Tue 10/12/21	3SS+5 days
6		DGA BASE (1760 TON)	3 days	Thu 10/14/21	Mon 10/18/21	5,4
7		STANDARD CURB AND GUTTER (2310 LF)	2 days	Tue 10/19/21	Wed 10/20/21	6
8		ENTRANCE 6" INCH CONCRETE 16 EA (587 SY)	7 days	Thu 10/28/21	Fri 11/5/21	9SS+1 day
9		SIDEWALK 4. 5 INCH CONCRETE (1228 SY)	3 days	Wed 10/27/21	Fri 10/29/21	11
10		FINAL DRESS CURB/SIDEWALK	2 days	Mon 11/1/21	Tue 11/2/21	9
11		ASPHALT BASE (1537 TON)-2 LIFTS @ ~19' WIDE + PASADENA TURN LANE	3 days	Fri 10/22/21	Tue 10/26/21	7FS+1 day
12		WOOD PLANK FENCE (145 LF)	1 day	Wed 11/3/21	Wed 11/3/21	10
13		SODDING (2477 SY)	4 days	Thu 11/4/21	Tue 11/9/21	12
14		**CLOSE CLAYS MILL RD NB LANE (WACO TO PASADENA)**	**0 days**	**Wed 10/27/21**	**Wed 10/27/21**	**11FS+1 day**
15		**ROAD CLOSURE-CMR NB LANE (BLUE AREA)**	**10 days**	**Thu 10/28/21**	**Wed 11/10/21**	
16		MILL NB LANE OF CLAYS MILL	1 day	Thu 10/28/21	Thu 10/28/21	14
17		ROADWAY EXCAVATION/SAFETY WEDGE	3 days	Fri 10/29/21	Tue 11/2/21	16
18		BLUETOP	2 days	Mon 11/1/21	Tue 11/2/21	17SS+1 day
19		DGA BASE (590 TON)	3 days	Wed 11/3/21	Fri 11/5/21	18
20		ASPHALT BASE (1638 TON)- 2 LIFTS @ 6' WIDE+FINAL LIFT FULL WIDTH	2 days	Mon 11/8/21	Tue 11/9/21	19
21		TEMPORARY STRIPING/SIGNAGE	1 day	Wed 11/10/21	Wed 11/10/21	20
22		**SWAP TRAFFIC (NEW BASE RT OF CL)**	**0 days**	**Wed 11/10/21**	**Wed 11/10/21**	21

LOCAL ACCESS

It is understood that access to all Cross Streets and residential driveways must be maintained throughout the construction. ATS will ensure that this occurs per the specifications and contract documents.

EXTRA WORK

Previously, ATS Construction had presented the idea of closing the Northbound Lane immediately and constructing the Red and Blue sections simultaneously (Figure 1). This plan would have kept the construction in three phases, however, would have created another lengthy closure shortly after the summer closure between Pasadena and Stratford. Understandably, LFUCG rejected that plan. After meeting on site and considering all angles, ATS came up with this plan to fit the needs as best as possible of all parties.

With that said, I think it is important that the team can agree that this does change the scope of work by adding a phase to the construction and ATS endures additional costs. ATS does not currently have a proposed value of what that cost would be or the delayed amount of time, however, is dedicated to proceeding with the work as laid out in this letter. We understand the importance of this corridor to the public and to LFUCG and are committed to constructing the best product in hard circumstances and minimize public delays. With approval of this conceptual plan ATS will go to work with the understanding that any potential cost and/or time adjustments will be negotiated later.

Please review this proposal at your earliest convenience and let me know if you have any questions at all. We look forward to a response and getting to work.

Respectfully submitted,

Dylan Murphy, PE
Project Manager
ATS Construction

CC: Doug Burton, PE LFUCG Engineering
Brian Billings, PE ATS Construction
Jamie Davis, Superintendent, ATS Construction
Josh Withrow, PE KYTC

TO: **Mark Feibes, PE**
LFUCG Project Engineer

FROM: **Dylan Murphy, PE**
ATS Construction Project Manager

DATE: **December 2, 2023**

RE: **Clays Mill Road Widening**
BID NO. 17-2020
Sanitary Laterals/Cleanouts near Lane Allen

ATS Construction respectfully submits the following supplemental pricing for additional work completed during the construction of the Clays Mill Road project. A cost breakdown of the below information is attached to this letter.

Extra Work Description:
The Original Contract Documents only had provisions for DIP Sewer laterals paid by the LF. These were revised to PVC laterals and added a two-way cleanout at each lateral. Submitting pricing based on EA lateral connection to include pipe, connection, and cleanouts.

Pricing:

10 EA @ $1,495.00/EA = $14,950.00

Cost:	$ 13,000.00
Markup (15%)	$ 1,950.00
Total:	$ 14,950.00

We request that you review and respond to this information at your earliest convenience. Should you have any questions during the review, please feel free to contact me.

Respectfully submitted,

Dylan Murphy, PE
Project Manager
ATS Construction

CC: Doug Burton, PE LFUCG Engineering
Brian Billings, PE ATS Construction
Jamie Davis, Superintendent, ATS Construction
Josh Withrow, PE KYTC

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BID ITEM = 510033
Description = SAN LATERALS/CLEANOUTS-LANE ALLEN Unit = EA Takeoff Quan: 10.000 Engr Quan: 10.000

50.10033. SAN LATERALS/CLEANOUTS-LANE ALLEN Quan: 10.00 EA Hrs/Shft: 10.00 Cal: 510 WC: NONE

**Unreviewed

[[Crew Notes:
]]

Activity / Resource	Desc	Pcs	Quantity	Unit	Unit Cost	Labor	Perm Material	Constr Matl/Exp	Equip Ment	Sub-Contract	Total
2PIPE	PIPE CREW		15.00	CH	**Prod:**	**1.5000 HU**		Lab Pcs: 4.50		Eqp Pcs: 4.50	
2DPCO	CLEANOUT FITTING @1	1.00	10.00	EA	295.000		3,127				3,127
2DPSEW6	SEWER PIPE-6 IN@106%	1.00	280.00	LF	6.000		1,781				1,781
3MSUP	MISCELLANEOUS SUPP	1.00	1.00	LS	17.310			17			17
8HOE325PIPE	HOE 325 - PIPE CREW	1.00	15.00	HR	102.800				1,542		1,542
8LOADIT28	LOADER CAT IT28	0.50	7.50	HR	50.550				379		379
8MISCTT	TOOL TRAILER	1.00	15.00	HR	16.900				254		254
8TDTRENT	DUMP TRUCK - RENT	1.00	15.00	HR	119.600				1,794		1,794
8TPKFM	PICKUP TRUCK - FORE	1.00	15.00	HR	30.325				455		455
LG2	LABORER GROUP 2	2.00	30.00	MH	23.320	1,362					1,362
OG1	OPERATOR GROUP 1	2.50	37.50	MH	33.300	2,289					2,289
$12,999.98	6.7500 MH/EA		67.50	MH	[214.319]	3,651	4,908	17	4,423		13,000
=====> **Item Totals:**	**510033 - SAN LATERALS/CLEANOUTS-LANE ALLEN**										
$12,999.98	6.7500 MH/EA		67.50	MH	[214.319]	3,651	4,908	17	4,423		**13,000**
1,299.998	10 EA					365.14	490.78	1.73	442.35		1,300.00

TO: **Mark Feibes, PE**
LFUCG Project Engineer

FROM: **Dylan Murphy, PE**
ATS Construction Project Manager

DATE: **December 2, 2023**

RE: **Clays Mill Road Widening**
BID NO. 17-2020
Tie to Existing Manhole LT Sta 184+25

ATS Construction respectfully submits the following supplemental pricing for additional work completed during the construction of the Clays Mill Road project. A cost breakdown of the below information is attached to this letter.

Extra Work Description:
Sanitary plans were changed from the original design. This change forced the contractor to tie to an existing sanitary manhole at Mitchell Ave. The existing manhole at Mitchell Ave also had to be adjusted to match the revised finished grade.

Pricing:

Cost:	$	4,500.00
Markup (15%)	$	675.00
Total:	$	5,175.00

We request that you review and respond to this information at your earliest convenience. Should you have any questions during the review, please feel free to contact me.

Respectfully submitted,

Dylan Murphy, PE
Project Manager
ATS Construction

CC: Doug Burton, PE LFUCG Engineering
Brian Billings, PE ATS Construction
Jamie Davis, Superintendent, ATS Construction
Josh Withrow, PE KYTC

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Activity / Resource	Desc	Pcs	Quantity	Unit	Unit Cost	Labor	Perm Material	Constr Matl/Exp	Equip Ment	Sub-Contract	Total
BID ITEM = 510035											
Description =	TIE TO EXIST MH LT STA 184+25			Unit = EA	Takeoff Quan:	1.000	Engr Quan:	1.000			
50.10035.	**TIE TO EXIST MH LT STA 184+25**		**Quan:**	**1.00 EA**	**Hrs/Shft: 10.00 Cal: 510 WC: NONE**						
											**Unreviewed
[[Crew Notes:]]											
2PIPE	PIPE CREW		6.00	CH	**Prod:**	**0.6000 S**	Lab Pcs:	4.50	Eqp Pcs:	5.00	
3MSUP	MISCELLANEOUS SUPP	1.00	1.00	LS	911.250		911			911	
8HOE325PIPE	HOE 325 - PIPE CREW	1.00	6.00	HR	102.800			617		617	
8LOADIT28	LOADER CAT IT28	0.50	3.00	HR	50.550			152		152	
8MISCTT	TOOL TRAILER	1.00	6.00	HR	16.900			101		101	
8TDTRENT	DUMP TRUCK - RENT	1.50	9.00	HR	119.600			1,076		1,076	
8TPKFM	PICKUP TRUCK - FORE	1.00	6.00	HR	30.325			182		182	
LG2	LABORER GROUP 2	2.00	12.00	MH	23.320	545				545	
OG1	OPERATOR GROUP 1	2.50	15.00	MH	33.300	916				916	
$4,500.00	27.0000 MH/EA		27.00	MH	[857.27]	1,461		911	2,128	4,500	
=====> **Item Totals:**	**510035 - TIE TO EXIST MH LT STA 184+25**										
$4,500.00	27.0000 MH/EA		27.00	MH	[857.27]	1,461		911	2,128	**4,500**	
4,500.000	1 EA					1,460.55		911.25	2,128.20	4,500.00	

TO: **Mark Feibes, PE**
LFUCG Project Engineer

FROM: **Dylan Murphy, PE**
ATS Construction Project Manager

DATE: **December 2, 2023**

RE: **Clays Mill Road Widening**
BID NO. 17-2020
Rework San Manhole C1 to Match Exist

ATS Construction respectfully submits the following supplemental pricing for additional work completed during the construction of the Clays Mill Road project. A cost breakdown of the below information is attached to this letter.

Extra Work Description:
Precast was built per the EOR Approved Shop Drawing. Existing Condition under the intersection turned out to be different than planned. LFUCG stated that the crossing road had to be opened back up so we were instructed to modify the manhole we had and make it fit.

Pricing:

Cost:	$	3,100.00
Markup (15%)	$	465.00
Total:	$	3,565.00

We request that you review and respond to this information at your earliest convenience. Should you have any questions during the review, please feel free to contact me.

Respectfully submitted,

Dylan Murphy, PE
Project Manager
ATS Construction

CC: Doug Burton, PE LFUCG Engineering
Brian Billings, PE ATS Construction
Jamie Davis, Superintendent, ATS Construction
Josh Withrow, PE KYTC

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Activity / Resource	Desc	Pcs	Quantity	Unit	Unit Cost	Labor	Perm Material	Constr Matl/Exp	Equip Ment	Sub-Contract	Total
BID ITEM = 510039											
Description =	REWORK SAN MH C1 TO MATCH EXIST			Unit =	EA	Takeoff Quan:	1.000	Engr Quan:	1.000		
50.10039.	**REWORK SAN MH C1 TO MATCH EXIST**		**Quan:**	**1.00 EA**	**Hrs/Shft: 10.00 Cal: 510 WC: NONE**						
											**Unreviewed
[[Crew Notes:]]											
2PIPE	PIPE CREW		6.50	CH	**Prod:**	**0.6500 S**	Lab Pcs:	5.00	Eqp Pcs:	3.00	
3MSUP	MISCELLANEOUS SUPP	1.00	1.00	LS	785.460		785			785	
8LOADIT28	LOADER CAT IT28	1.00	6.50	HR	50.550			329		329	
8MISCTT	TOOL TRAILER	1.00	6.50	HR	16.900			110		110	
8TPKFM	PICKUP TRUCK - FORE	1.00	6.50	HR	30.325			197		197	
LG2	LABORER GROUP 2	3.00	19.50	MH	23.320	885				885	
OG1	OPERATOR GROUP 1	2.00	13.00	MH	33.300	794				794	
$3,099.98	32.5000 MH/EA		32.50	MH	[976.4]	1,679		785	636	3,100	
=====> **Item Totals:**	**510039**	**-**	**REWORK SAN MH C1 TO MATCH EXIST**								
$3,099.98	32.5000 MH/EA		32.50	MH	[976.4]	1,679		785	636	**3,100**	
3,099.980	1 EA					1,679.00		785.46	635.52	3,099.98	

TO: **Mark Feibes, PE**
LFUCG Project Engineer

FROM: **Dylan Murphy, PE**
ATS Construction Project Manager

DATE: **December 2, 2023**

RE: **Clays Mill Road Widening**
BID NO. 17-2020
PREMIUM FOR CURB BOX INLET TY A DUE TO SANITARY DELAY AT CULVERT

In February 2022, ATS Crews moved pipe crews to the existing box culvert located at STA 196+00 to start laying the trunk storm sewer pipe (LT of centerline) back towards Lane Allen to connect the storm sewer. Upon starting to dig the trench, ATS quickly found the existing Sanitary sewer (running adjacent to the proposed storm) was in direct conflict with the storm sewer construction. After discussing with LFUCG it became apparent that this conflict required a full redesign of the sanitary sewer in this area.

Due to this delay, ATS had to jump on a future phase to keep the project moving. The area jump to was locatedRT of CL from Stratford Ave to Mitchell Ave. Precast had not been approved or built for this area yet, therefore ATS had to retrofit pipe wells already built or pour the wells in place. These curb box inlets were paid at contract unit price. ATS is requesting a premium of $1,000/Box to retrofit the boxes.

17 EA Modified Boxes @ $1000/Box = $17,000

Respectfully submitted,

Dylan Murphy, PE
Project Manager
ATS Construction

CC: Doug Burton, PE LFUCG Engineering
Brian Billings, PE ATS Construction
Jamie Davis, Superintendent, ATS Construction
Josh Withrow, PE KYTC

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TO: **Mark Feibes, PE**
LFUCG Project Engineer

FROM: **Dylan Murphy, PE**
ATS Construction Project Manager

DATE: **December 2, 2023**

RE: **Clays Mill Road Widening**
BID NO. 17-2020
Sanitary MH C6 Outlet Realignment

ATS Construction respectfully submits the following supplemental pricing for additional work completed during the construction of the Clays Mill Road project. A cost breakdown of the below information is attached to this letter.

Extra Work Description:
Per the revised sanitary sewer plan, manhole C6 was supposed to tie to C5 with a short connection. Existing elevations of the PVC Lateral were lower than the proposed C5 and trunk line. Modifications were made to C6 to run the outlet line adjacent to the storm sewer and tie to the existing Sanitary Manhole Lt Sta 188+05. The Lateral from C5 was capped off.

Pricing:

Cost:	$	7,500.00
Markup (15%)	$	1,125.00
Total:	$	8,625.00

We request that you review and respond to this information at your earliest convenience. Should you have any questions during the review, please feel free to contact me.

Respectfully submitted,

Dylan Murphy, PE
Project Manager
ATS Construction

CC: Doug Burton, PE LFUCG Engineering
Brian Billings, PE ATS Construction
Jamie Davis, Superintendent, ATS Construction
Josh Withrow, PE KYTC

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Activity / Resource	Desc	Pcs	Quantity	Unit	Unit Cost	Labor	Perm Material	Constr Matl/Exp	Equip Ment	Sub-Contract	Total
BID ITEM = 510045											
Description =	SAN MH C6 REALIGN			Unit =	LS	Takeoff Quan:	1.000		Engr Quan:		1.000
50.10045.	**SAN MH C6 REALIGN**		**Quan:**	**1.00 LS**	**Hrs/Shft: 10.00 Cal: 510 WC: NONE**						
											**Unreviewed
[[Crew Notes:]]											
2PIPE	PIPE CREW		9.50	CH	**Prod:**	**0.9500 S**	Lab Pcs:	4.50	Eqp Pcs:		5.00
3MSUP	MISCELLANEOUS SUPP	1.00	1.00	LS	1,817.810		1,818				1,818
8HOE325PIPE	HOE 325 - PIPE CREW	1.00	9.50	HR	102.800			977			977
8LOADIT28	LOADER CAT IT28	0.50	4.75	HR	50.550			240			240
8MISCTT	TOOL TRAILER	1.00	9.50	HR	16.900			161			161
8TDTRENT	DUMP TRUCK - RENT	1.50	14.25	HR	119.600			1,704			1,704
8TPKFM	PICKUP TRUCK - FORE	1.00	9.50	HR	30.325			288			288
LG2	LABORER GROUP 2	2.00	19.00	MH	23.320	863					863
OG1	OPERATOR GROUP 1	2.50	23.75	MH	33.300	1,450					1,450
$7,499.99	42.7500 MH/LS		42.75	MH	[1357.35]	2,313		1,818	3,370		7,500
=====> **Item Totals:**	**510045 - SAN MH C6 REALIGN**										
$7,499.99	42.7500 MH/LS		42.75	MH	[1357.35]	2,313		1,818	3,370		**7,500**
7,499.990	1 LS					2,312.54		1,817.81	3,369.64		7,499.99

TO: **Mark Feibes, PE**
LFUCG Project Engineer

FROM: **Dylan Murphy, PE**
ATS Construction Project Manager

DATE: **December 2, 2023**

RE: **Clays Mill Road Widening**
BID NO. 17-2020
Existing Sanitary Sewer Conflict- LT Sta 205+70

ATS Construction respectfully submits the following supplemental pricing for additional work completed during the construction of the Clays Mill Road project. A cost breakdown of the below information is attached to this letter.

Extra Work Description:
While installing the proposed storm sewer LT of CL near Woodbine Drive, the existing Sanitary Sewer lateral from the FCPS Trade school was found to be in direct conflict. Approx 70 LF of sanitary sewer was lowered and a two-way clean-out was added for future maintenance. A portion of this pipe was under existing pavement.

Pricing:

Cost:	$	6,087.00
Markup (15%)	$	913.00
Total:	$	7,000.00

We request that you review and respond to this information at your earliest convenience. Should you have any questions during the review, please feel free to contact me.

Respectfully submitted,

Dylan Murphy, PE
Project Manager
ATS Construction

CC: Doug Burton, PE LFUCG Engineering
Brian Billings, PE ATS Construction
Jamie Davis, Superintendent, ATS Construction
Josh Withrow, PE KYTC

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Activity / Resource	Desc	Pcs	Quantity	Unit	Unit Cost	Labor	Perm Material	Constr Matl/Exp	Equip Ment	Sub-Contract	Total
BID ITEM = 510058											
Description =	EX SAN SEWER CONFLICT-LT STA 205+70			Unit =	LS	Takeoff Quan:	1.000		Engr Quan:		1.000
50.10058.	**EX SAN SEWER CONFLICT-LT STA 205+70**		**Quan:**	**1.00 LS**	**Hrs/Shft: 10.00 Cal: 510 WC: NONE**						
											**Unreviewed
[[Crew Notes:]]											
2PIPE	PIPE CREW		8.00	CH	**Prod:**	**0.8000 S**	Lab Pcs:	4.50	Eqp Pcs:		5.00
3MSUP	MISCELLANEOUS SUPP	1.00	1.00	LS	1,302.010		1,302				1,302
8HOE325PIPE	HOE 325 - PIPE CREW	1.00	8.00	HR	102.800			822			822
8LOADIT28	LOADER CAT IT28	0.50	4.00	HR	50.550			202			202
8MISCTT	TOOL TRAILER	1.00	8.00	HR	16.900			135			135
8TDTRENT	DUMP TRUCK - RENT	1.50	12.00	HR	119.600			1,435			1,435
8TPKFM	PICKUP TRUCK - FORE	1.00	8.00	HR	30.325			243			243
LG2	LABORER GROUP 2	2.00	16.00	MH	23.320	726					726
OG1	OPERATOR GROUP 1	2.50	20.00	MH	33.300	1,221					1,221
$6,087.00	36.0000 MH/LS		36.00	MH	[1143.03]	1,947		1,302	2,838		6,087
=====>	**Item Totals: 510058 - EX SAN SEWER CONFLICT-LT STA 205+70**										
$6,087.00	36.0000 MH/LS		36.00	MH	[1143.03]	1,947		1,302	2,838		**6,087**
6,087.000	1 LS					1,947.39		1,302.01	2,837.60		6,087.00

TO: **Mark Feibes, PE**
LFUCG Project Engineer

FROM: **Dylan Murphy, PE**
ATS Construction Project Manager

DATE: **December 2, 2023**

RE: **Clays Mill Road Widening**
BID NO. 17-2020
Box Culvert Impact Chagnes

ATS Construction submits the following supplemental pricing for work to construct Gabion basket retaining walls as shown in the sketch provided on November 21, 2022 via email. This pricing also includes filling in voids on either side of the culvert with Class II Channel Lining and grout. This work also includes black vinyl fencing installed per the drawing provided by LFUCG.

Description	Qty	UM	Unit Cost	OHP	Unit Price	Extension
GABION BASKET RET WALL	216	CY	$ 204.37	15%	$ 235.03	$50,766.48
CONCRETE CAP ON GABION WALL 2	16	SY	$ 382.89	15%	$ 440.32	$ 7,045.12
CHANNEL LINING CLASS II W/ GROUT	30	CY	$ 110.94	15%	$ 127.58	$ 3,827.40
BLACK VINYL FENCING (SUB)	1	LS	$11,859.55	5%	$12,452.53	$12,452.53
					Total:	**$74,091.53**

Backup for the costs above is attached to this letter.

Notes:

1. NO 57 Stone backfill is to be placed behind the gabion walls at contract unit price.

Please contact me with any questions that you may have.

Respectfully submitted,

Dylan Murphy, PE
Project Manager
ATS Construction

CC: Doug Burton, PE LFUCG Engineering
Brian Billings, PE ATS Construction
Jamie Davis, Superintendent, ATS Construction
Josh Withrow, PE KYTC

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Activity / Resource	Desc	Pcs	Quantity	Unit	Unit Cost	Labor	Perm Material	Constr Matl/Exp	Equip Ment	Sub-Contract	Total
BID ITEM = 31010											
Description =	GABION RETAINING WALL			Unit = CY	Takeoff Quan: 216.000			Engr Quan: 216.000			
50.31010.	**GABION BASKET RETAINING WALLS**		**Quan: 216.00 CY**		**Hrs/Shft: 10.00 Cal: 510 WC: NONE**						
											**Unreviewed
2PIPE	PIPE CREW		60.00	CH	**Prod: 6.0000 S**			Lab Pcs: 6.00	Eqp Pcs:		4.00
	CLASS A CONCRETE@1	1.00	3.00	CY	160.000		509				509
	GABION BASKETS@106	1.00	18.00	EA	250.000		4,770				4,770
	CHANNEL LINING CL@1	1.00	250.00	TON	25.000		6,625				6,625
	HOE 325 - PIPE CREW	1.00	60.00	HR	102.800				6,168		6,168
	LOADER CAT 930	1.00	60.00	HR	52.340				3,140		3,140
	TOOL TRAILER	1.00	60.00	HR	16.900				1,014		1,014
	PICKUP TRUCK - FORE	1.00	60.00	HR	30.325				1,820		1,820
	LABORER GROUP 2	2.00	120.00	MH	23.320	5,449					5,449
	OPERATOR GROUP 1	4.00	240.00	MH	33.300	14,651					14,651
$44,145.33	1.6666 MH/CY		360.00	MH	[54.951]	20,100	11,904		12,142		44,145
=====> **Item Totals:**	**31010 - GABION RETAINING WALL**										
$44,145.33	1.6666 MH/CY		360.00	MH	[54.951]	20,100	11,904		12,142		**44,145**
204.377	216 CY					93.05	55.11		56.21		204.38

Activity / Resource	Desc	Pcs	Quantity	Unit	Unit Cost	Labor	Perm Material	Constr Matl/Exp	Equip Ment	Sub-Contract	Total
BID ITEM = 31015											
Description =	CONCRETE CAP ON GABION WALL 2			Unit = SY	Takeoff Quan:	16.000	Engr Quan:	16.000			
30.31015.	**CONCRETE CAP ON GABION WALL 2**		**Quan:**	**16.00 SY**	**Hrs/Shft: 10.00 Cal: 510 WC: NONE**						
											**Unreviewed
3POURH	HAND POUR		10.00	CH	**Prod:**	**1.0000 S**	Lab Pcs:	7.50	Eqp Pcs:		1.50
	CLASS A CONCRETE@1	1.00	8.00	CY	160.000		1,357				1,357
	WIRE MESH@106%	1.00	16.00	SY	10.000		170				170
	MISCELLANEOUS SUPP	1.00	1.00	LS	300.000			300			300
	LOADER CAT 246 ST-W	0.50	5.00	HR	28.670				143		143
	PICKUP TRUCK - FORE	1.00	10.00	HR	30.325				303		303
	CARPENTER	3.00	30.00	MH	27.500	1,585					1,585
	LABORER GROUP 1	3.00	30.00	MH	23.070	1,352					1,352
	OPERATOR GROUP 1	1.50	15.00	MH	33.300	916					916
$6,126.23	4.6875 MH/SY		75.00	MH	[138.641]	3,853	1,526	300	447		6,126
=====> **Item Totals:**	**31015**		**- CONCRETE CAP ON GABION WALL 2**								
$6,126.23	4.6875 MH/SY		75.00	MH	[138.641]	3,853	1,526	300	447		**6,126**
382.889	16 SY					240.83	95.40	18.75	27.91		382.89

Activity / Resource	Desc	Pcs	Quantity	Unit	Unit Cost	Labor	Perm Material	Constr Matl/Exp	Equip Ment	Sub-Contract	Total
BID ITEM = 31020											
Description =	CHANNEL LINING WITH GROUT			Unit = TON	Takeoff Quan:	30.000		Engr Quan:	30.000		
50.02483.	**CHANNEL LINING CLASS II**		**Quan:**	**30.00 CY**	**Hrs/Shft: 10.00 Cal: 510 WC: NONE**						
											**Unreviewed
5CL	CHANNEL LINING		7.50	CH	**Prod:**	**0.7500 S**	Lab Pcs:	3.00	Eqp Pcs:	3.00	
	GROUT@106%	1.00	2.00	CY	160.000		339				339
	CHANNEL LINING CL@1	1.00	30.00	TON	25.000		795				795
	HOE 325	1.00	7.50	HR	87.525				656		656
	LOADER CAT 930	1.00	7.50	HR	52.340				393		393
	PICKUP TRUCK - FORE	1.00	7.50	HR	30.325				227		227
	OPERATOR GROUP 1	3.00	22.50	MH	33.300	1,374					1,374
$3,784.14	0.7500 MH/CY		22.50	MH	[27.473]	1,374	1,134		1,276		3,784
=====>	**Item Totals: 31020 - CHANNEL LINING WITH GROUT**										
$3,784.14	0.7500 MH/TON		22.50	MH	[27.473]	1,374	1,134		1,276		**3,784**
126.138	30 TON					45.78	37.81		42.55		126.14

Direct Cost Report

Activity / Resource	Desc	Quantity Pcs	Quantity Unit	Unit Cost	Labor	Perm Material	Constr Matl/Exp	Equip Ment	Sub-Contract	Total
$54,055.70	***** Report Totals *****	457.50	MH		25,326	14,564	300	13,865		**54,056**

>>> **indicates Non Additive Activity**
------Report Notes:------
The estimate was prepared with TAKEOFF Quantities.
This report shows TAKEOFF Quantities with the resources.

"Unreviewed" Activities are marked.

Bid Date: Owner: Engineering Firm:
Estimator-In-Charge:

---

* on units of MH indicate average labor unit cost was used rather than base rate.
[ ] in the Unit Cost Column = Labor Unit Cost Without Labor Burdens
In equipment resources, rent % and EOE % not = 100% are represented as XXX%YYY where XXX=Rent% and YYY=EOE%
------Calendar Codes------

410	4 x 10 Hr Week
508	5 x 8 Hr Week
509	5 x 9 Hr week
510	**5 x 10 Hr Week (Default Calendar)**
511	5 x 11 Hr Week
512	5 x 12 Hr Week
608	6 x 8 Hr Week
609	6 x 9 Hr Week
610	6 x 10 Hr Week
W10	Weekend Work 10 Hr Days

RIO GRANDE - LEXINGTON

137 S Forbes Rd.
Lexington, KY 40511-2025
USA

QUOTATION

Quote Number: 30982
Quote Date: Jul 5, 2023
Page: 1

Mitch Babb
Cell Phone: (859) 263-7944 ext. 206
Email:

Voice:859 263-7944
Fax: 859-818-0312

Quoted To:
ATS 3009 ATKINSON AVE SUITE 400 LEXINGTON, KY 40509

Ship To:
ATS Clays Mill Headwalls LEXINGTON, KY

Customer ID	Good Thru	Payment Terms	Sales Rep
ATS2237001	7/14/23	Net 7 Days	BEAUGASTINEAU

Quantity	Item	Description	Unit Price	Amount
		Dylan Murphy - 8595591001 - dmurphy@atsconstruction.com .		
520.00	KY105165-64	CHAINNLINK MATERIALS SQ FT	5.31	2,761.20
520.00	KY105165-58	BLACK VINYLE PER SQ MATERIALS ADD	2.65	1,378.00
72.00	KY105165-65	END POST MATERIAL PER FT FOR OVERALL LENGTH	26.30	1,893.60
72.00	KY105165-59	BLACK VINYLE END POST/CORNER-ADD GALV PRICE	8.85	637.20
20.00	KY105165-16	ROCK DRILLED FOR 2" - 3" POSTS	45.00	900.00
41.00	KY105165-27	INSTALLATION RATE. LABOR & TRAVEL. PER MAN PER HOUR. .	88.25	3,618.25

Subtotal	11,188.25
Sales Tax	671.30
Freight	
TOTAL	**11,859.55**

TO: **Mark Feibes, PE**
LFUCG Project Engineer

FROM: **Dylan Murphy, PE**
ATS Construction Project Manager

DATE: **December 2, 2023**

RE: **Clays Mill Road Widening**
BID NO. 17-2020
Concrete Parking Pads RT 194+70 and RT 195+40 (8 IN)

ATS Construction respectfully submits the following supplemental pricing for additional work completed during the construction of the Clays Mill Road project. A cost breakdown of the below information is attached to this letter.

Extra Work Description:
At the request of LFUCG, a residential parking pad was added RT Sta 194+70 (80 SY) and at RT Sta 195+40 (40 SY). The requested depth was 8 IN of concrete.

Pricing:

Cost:	$ 12,520.00
Markup (15%)	$ 1,880.00
Total:	$ 14,400.00

We request that you review and respond to this information at your earliest convenience. Should you have any questions during the review, please feel free to contact me.

Respectfully submitted,

Dylan Murphy, PE
Project Manager
ATS Construction

CC: Doug Burton, PE LFUCG Engineering
Brian Billings, PE ATS Construction
Jamie Davis, Superintendent, ATS Construction
Josh Withrow, PE KYTC

file: C:\Users\dmurphy\ATS Construction\ATS PM - Grade-Drainage-Concrete - Projects-Field Information\620012_17-2020_LFUCG CLAYS MILL RD IMPROV\Correspondence\Submittals

Activity / Resource	Desc	Pcs	Quantity	Unit	Unit Cost	Labor	Perm Material	Constr Matl/Exp	Equip Ment	Sub-Contract	Total
BID ITEM = 510077											
Description =	CONCRETE PARKING PAD RT 194+78 AND RT 19			Unit =	SY	Takeoff Quan:	120.000		Engr Quan:		120.000
50.10077.	**CONCRETE PARKING PAD RT 194+78 AND RT 19**		**Quan:**	**120.00 SY**		**Hrs/Shft:**	**10.00**	**Cal: 510**	**WC: NONE**		
											**Unreviewed
3POURH	HAND POUR		20.00	CH	**Prod:**	**2.0000 S**		Lab Pcs:	7.50	Eqp Pcs:	1.50
2CONCLA	CLASS A CONCRETE@1	1.00	25.00	CY	145.000		3,843				3,843
3MSUP	MISCELLANEOUS SUPP	1.00	1.00	LS	77.850			78			78
8LOAD246STW	LOADER CAT 246 ST-W	0.50	10.00	HR	28.670				287		287
8TPKFM	PICKUP TRUCK - FORE	1.00	20.00	HR	30.325				607		607
CARP	CARPENTER	3.00	60.00	MH	27.500	3,171					3,171
LG1	LABORER GROUP 1	3.00	60.00	MH	23.070	2,704					2,704
OG1	OPERATOR GROUP 1	1.50	30.00	MH	33.300	1,831					1,831
$12,520.00	1.2500 MH/SY		150.00	MH	[36.971]	7,706	3,843	78	893		12,520
=====> **Item Totals:**	**510077**		**- CONCRETE PARKING PAD RT 194+78 AND RT 19**								
$12,520.00	1.2500 MH/SY		150.00	MH	[36.971]	7,706	3,843	78	893		**12,520**
104.333	120 SY					64.22	32.02	0.65	7.44		104.33

REF #: 10079

TO: **Mark Feibes, PE**
LFUCG Project Engineer

FROM: **Dylan Murphy, PE**
ATS Construction Project Manager

DATE: **December 2, 2023**

RE: **Clays Mill Road Widening**
BID NO. 17-2020
Lane Allen Northeast Handicap Ramp Modifications

ATS Construction respectfully submits the following supplemental pricing for additional work completed during the construction of the Clays Mill Road project. A cost breakdown of the below information is attached to this letter.

Extra Work Description:
LFUCG requested modifications to the handicap ramps on the Northwest corner of the Lane Allen/CMR Intersection while the road was closed.

Pricing:

Cost:	$	5,500.00
Markup (15%)	$	825.00
Total:	$	6,325.00

We request that you review and respond to this information at your earliest convenience. Should you have any questions during the review, please feel free to contact me.

Respectfully submitted,

Dylan Murphy, PE
Project Manager
ATS Construction

CC: Doug Burton, PE LFUCG Engineering
Brian Billings, PE ATS Construction
Jamie Davis, Superintendent, ATS Construction
Josh Withrow, PE KYTC

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Activity / Resource	Desc	Pcs	Quantity	Unit	Unit Cost	Labor	Perm Material	Constr Matl/Exp	Equip Ment	Sub-Contract	Total
BID ITEM = 510079											
Description =	LANE ALLEN NORTHWEST HANDICAP RAMP MODS			Unit =	LS	Takeoff Quan:	1.000		Engr Quan:		1.000
50.10079.	**LANE ALLEN NORTHWEST HANDICAP RAMP M**		**Quan:**		**1.00 LS**	**Hrs/Shft: 10.00**		**Cal: 510**	**WC: NONE**		
											**Unreviewed
3POURH	HAND POUR		8.50	CH	**Prod:**	**0.8500 S**		Lab Pcs: 7.50		Eqp Pcs: 2.50	
2CONCLA	CLASS A CONCRETE@1	1.00	3.00	CY	185.000		588				588
3MSUP	MISCELLANEOUS SUPP	1.00	1.00	LS	240.240			240			240
8LOAD246STW	LOADER CAT 246 ST-W	0.50	4.25	HR	28.670				122		122
8TDTRENT	DUMP TRUCK - RENT	1.00	8.50	HR	119.600				1,017		1,017
8TPKFM	PICKUP TRUCK - FORE	1.00	8.50	HR	30.325				258		258
CARP	CARPENTER	3.00	25.50	MH	27.500	1,348					1,348
LG1	LABORER GROUP 1	3.00	25.50	MH	23.070	1,149					1,149
OG1	OPERATOR GROUP 1	1.50	12.75	MH	33.300	778					778
$5,499.98	63.7500 MH/LS		63.75	MH	[1885.52]	3,275	588	240	1,396		5,500
=====> **Item Totals:**	**510079**		**- LANE ALLEN NORTHWEST HANDICAP RAMP MODS**								
$5,499.98	63.7500 MH/LS		63.75	MH	[1885.52]	3,275	588	240	1,396		**5,500**
5,499.980	1 LS					3,275.25	588.30	240.24	1,396.19		5,499.98

TO: **Mark Feibes, PE**
LFUCG Project Engineer

FROM: **Dylan Murphy, PE**
ATS Construction Project Manager

DATE: **December 2, 2023**

RE: **Clays Mill Road Widening**
BID NO. 17-2020
Header Curb RT Sta 198+00

ATS Construction respectfully submits the following supplemental pricing for additional work completed during the construction of the Clays Mill Road project. A cost breakdown of the below information is attached to this letter.

Extra Work Description:
LFUCG Direct ATS Construction to add header curb was added in the church parking lot on the backside of the sidewalk and at the bottom of the parking lot to assist with drainage. A total of 90LF of header curb was added.

Pricing:

Cost:	$	2,450.00
Markup (15%)	$	367.50
Total:	$	2,817.50

We request that you review and respond to this information at your earliest convenience. Should you have any questions during the review, please feel free to contact me.

Respectfully submitted,

Dylan Murphy, PE
Project Manager
ATS Construction

CC: Doug Burton, PE LFUCG Engineering
Brian Billings, PE ATS Construction
Jamie Davis, Superintendent, ATS Construction
Josh Withrow, PE KYTC

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Activity / Resource	Desc	Pcs	Quantity	Unit	Unit Cost	Labor	Perm Material	Constr Matl/Exp	Equip Ment	Sub-Contract	Total
BID ITEM = 510084											
Description =	HEADER CURB RT 198+00			Unit =	LF	Takeoff Quan:	90.000		Engr Quan:		90.000
50.10084.	**HEADER CURB RT 198+00**		**Quan:**	**90.00 LF**	**Hrs/Shft: 10.00 Cal: 510 WC: NONE**						
											**Unreviewed
3POURH	HAND POUR			5.00 CH	**Prod:**	**0.5000 S**		Lab Pcs:	7.50	Eqp Pcs:	1.50
2CONCLA	CLASS A CONCRETE@1	1.00	1.00 CY		200.000		212				212
3MSUP	MISCELLANEOUS SUPP	1.00	1.00 LS		88.060			88			88
8LOAD246STW	LOADER CAT 246 ST-W	0.50	2.50 HR		28.670				72		72
8TPKFM	PICKUP TRUCK - FORE	1.00	5.00 HR		30.325				152		152
CARP	CARPENTER	3.00	15.00 MH		27.500	793					793
LG1	LABORER GROUP 1	3.00	15.00 MH		23.070	676					676
OG1	OPERATOR GROUP 1	1.50	7.50 MH		33.300	458					458
$2,449.98	0.4166 MH/LF		37.50 MH		[12.324]	1,927	212	88	223		2,450
=====>	**Item Totals: 510084 - HEADER CURB RT 198+00**										
$2,449.98	0.4166 MH/LF		37.50 MH		[12.324]	1,927	212	88	223		**2,450**
27.222	90 LF					21.41	2.36	0.98	2.48		27.22

TO: **Mark Feibes, PE**
LFUCG Project Engineer

FROM: **Dylan Murphy, PE**
ATS Construction Project Manager

DATE: **December 2, 2023**

RE: **Clays Mill Road Widening**
BID NO. 17-2020
Lane Allen at Southland Striping

ATS Construction submits the following supplemental pricing for additional striping requested by LFUCG at the intersection of Lane Allen and Southland Drive.

Subtotal:	$483.40
Markup(5%):	$ 24.17
Total:	**$507.57**

Please contact me with any questions that you may have.

Respectfully submitted,

Dylan Murphy, PE
Project Manager
ATS Construction

CC: Doug Burton, PE LFUCG Engineering
Brian Billings, PE ATS Construction
Jamie Davis, Superintendent, ATS Construction
Josh Withrow, PE KYTC

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Central Seal Company
P O Box 490
Danville, KY 40423
(859) 236-2367 **Fax #:**(859) 236-2373

INVOICE

Invoice No: 20-141.23
Date: 4/15/2023
Due Date: 5/15/2023

Bill To:
ATS Construction
3009 Atkinson Avenue
Suite 400
Lexington, KY 40509

Job No: 20-034-141
Description: Fayette Co-Clays Mill Rd.Sec#
PO #: FayetteClaysMil

Quantity	Description	Unit Price	Extended Price
271.00	Pave Stripe Perm Paint 4" - White	0.35	94.85
553.00	Pave Stripe Perm Paint 4" - Yellow	0.35	193.55
39.00	Waterblasting - Thermo	5.00	195.00
	Work Performed 04/04 & 04/05/2023		
	Clays Mill Road		

Thank You For Your Business! **Amount Now Due:** 483.40

Terms: Net 30 Days

CENTRAL SEAL
Danville, KY

P O Box 490
Danville, KY 40423
859/236-2367
FAX: 859/236-2373

DATE: 4/4/2023

DAY # : 35

SCALE: Yes
L1- 23.07
OP1- 33.30
OP2- 30.44

W/O NUMBER 20-034-141
GROUP NUMBER 0
JOB NUMBER 0

CONTRACTOR: ATS Contruction
COUNTY: Fayette
ROAD NUMBER: 0
BATCH # WHITE
ROAD NAME: Clays Mill
BATCH # YELLOW

Resident: **Mark Feibes** Email: mfeibes@lexingtonky.gov (859-227-6319)

Inspector: **Josh Withrow** Email: joshua.withrow@ky.gov

TIME FROM	TIME TO	DESCRIPTION OF FUNCTION	EMPLOYEES		ITEM DESCRIPTION	ITEM TOTAL
			Seths crw	*4" Temp Paint White*		
				4" Temp Paint Yellow		
				6510	4" Total Temp Paint	-
				4" Perm Paint White		
				4" Perm Paint Yellow		
				0	-	-
				75	PS Hot Extrusion Applied 4" W	
				0	PS Hot Extrusion Applied 6" W	
				77	PS Hot Extrustion Applied 6" Y	
				78	~~PS Thermo 12" W~~	~~168~~
				79	PS Thermo 12" Y	
				80	~~PM Thermo Stop Bar 24"~~	~~32~~
				81	~~PM Thermo Curve Arrow~~	~~5~~
				82	~~PM Thermo Combo Arrow~~	~~2~~
				83	Pavement Markers Type 1VA BY Temp	
				84	PM Thermo Bike	
				85	PM Ty 1 Tape "SCHOOL"	
				0	Waterblast Existing Stripe	
				0	Waterblast Thermo	39
				0	PM Thermo ONLY	1
				0	-	

INSPECTOR:
WEATHER:
TEMPERATURE:
HUMIDITY:
DEW POINT:
BEAKER READING:
ALL WORK ON THIS JOB COMPLETE:

Yes	No

Thermo Complete:

Yes	No

Truck #	# of Hours	Small Equipment #	# of Hours

Comments:

1

P O Box 490
Danville, KY 40423
859/236-2367
FAX: 859/236-2373

Danville, KY

DATE: 4/5/2023

DAY # : 36

SCALE: Yes
L1- 23.07
OP1- 33.30
OP2- 30.44

W/O NUMBER 20-034-141

GROUP NUMBER 0

JOB NUMBER 0

CONTRACTOR: ATS Contruction

COUNTY: Fayette

ROAD NUMBER: 0

BATCH # WHITE

ROAD NAME: Clays Mill

BATCH # YELLOW

Resident: Mark Feibes Email: mfeibes@lexingtonky.gov (859-227-6319)

Inspector: Josh Withrow Email: joshua.withrow@ky.gov

TIME FROM	TIME TO	DESCRIPTION OF FUNCTION	EMPLOYEES		ITEM DESCRIPTION	ITEM TOTAL
			Seths crw	4" Temp Paint White		
				4" Temp Paint Yellow		
				6510	4" Total Temp Paint	-
				4" Perm Paint White	271	
				4" Perm Paint Yellow	553	
				0	-	824
				75	~~PS Hot Extrusion Applied 4" W~~	~~58~~
				0	PS Hot Extrusion Applied 6" W	
				77	~~PS Hot Extrustion Applied 6" Y~~	~~202~~
				78	PS Thermo 12" W	
				79	PS Thermo 12" Y	
				80	PM Thermo Stop Bar 24"	
				81	PM Thermo Curve Arrow	
				82	PM Thermo Combo Arrow	
				83	Pavement Markers Type 1VA BY Temp	
				84	PM Thermo Bike	
				85	PM Ty 1 Tape "SCHOOL"	
				0	Waterblast Existing Stripe	
				0	Waterblast Thermo	
				0	PM Thermo ONLY	
				0	-	

INSPECTOR:
WEATHER:
TEMPERATURE:
HUMIDITY:
DEW POINT:
BEAKER READING:
ALL WORK ON THIS JOB COMPLETE:

Yes	No

Thermo Complete:

Yes	No

Truck #	# of Hours	Small Equipment #	# of Hours

Comments:

2

TO: **Mark Feibes, PE**
LFUCG Project Engineer

FROM: **Dylan Murphy, PE**
ATS Construction Project Manager

DATE: **December 2, 2023**

RE: **Clays Mill Road Widening**
BID NO. 17-2020
1819 CMR Wall Modifications

ATS Construction submits the following supplemental pricing for requested retaining wall changes located at 1819 Clays Mill Road. This retaining wall was added by change order and field designed with LFUCG approval. After driveway was completed and in use, changes were requested by the property owner and directed by LFUCG. Pricing below reflects Time and Materials plus 15% markup.

Labor	$ 1,097.40
Equip	$ 83.00
Materials	$ 21.73
Subtotal	$ 1,202.13
Markup	$ 180.32
Total	**$ 1,382.45**

Please contact me with any questions that you may have.

Respectfully submitted,

Dylan Murphy, PE
Project Manager
ATS Construction

CC: Doug Burton, PE LFUCG Engineering
Brian Billings, PE ATS Construction
Jamie Davis, Superintendent, ATS Construction
Josh Withrow, PE KYTC

JC Detail

Mth	Trans#	Posted Date	Actual Date	Trans Type	Source	Description	Units	Hours	Cost
620012. LFUCG-CLAYS MILL ROAD IMPROVEMENTS-17-2020									
50.10100.		**EW~1819 WALL MODS 1 LABOR**							
11/23	4812	11/08/23	11/01/23	PR	PR Entry	C/5203 1.00 / 11493 / LEE JR , GARNETT 5 Regular Earnings	0.000	6.00	222.84
11/23	4813	11/08/23	11/01/23	PR	PR Entry	C/5312 1.00 / 15358 / LEE , TYLOR S5 Regular Earnings	0.000	6.00	165.00
11/23	4814	11/08/23	11/01/23	PR	PR Entry	C/5316 1.00 / 16140 / CRAWFORD , TANNER A5 Regular Earnings	0.000	6.00	138.42
11/23	4815	11/08/23	11/03/23	PR	PR Entry	C/5203 1.00 / 11493 / LEE JR , GARNETT 5 Regular Earnings	0.000	3.00	111.42
11/23	4816	11/08/23	11/03/23	PR	PR Entry	C/5312 1.00 / 15358 / LEE , TYLOR S5 Regular Earnings	0.000	3.00	82.50
						Total for Cost Type: 1	**0.000**	**24.00**	**720.18**
50.10100.		**EW~1819 WALL MODS 2 BURD**							
11/23	4817	11/08/23	11/01/23	PR	PR Entry	C/5203 1.00 / 11493 / LEE JR , GARNETT 15 W/C Insurance	0.000	0.00	10.63
11/23	4818	11/08/23	11/01/23	PR	PR Entry	C/5203 1.00 / 11493 / LEE JR , GARNETT 16 General Liability	0.000	0.00	8.16
11/23	4819	11/08/23	11/01/23	PR	PR Entry	C/5203 1.00 / 11493 / LEE JR , GARNETT 5 Payroll Taxes	0.000	0.00	17.02
11/23	4820	11/08/23	11/01/23	PR	PR Entry	C/5312 1.00 / 15358 / LEE , TYLOR S10 Fringe Benefits	0.000	0.00	96.36
11/23	4821	11/08/23	11/01/23	PR	PR Entry	C/5312 1.00 / 15358 / LEE , TYLOR S15 W/C Insurance	0.000	0.00	5.33
11/23	4822	11/08/23	11/01/23	PR	PR Entry	C/5312 1.00 / 15358 / LEE , TYLOR S16 General Liability	0.000	0.00	6.04
11/23	4823	11/08/23	11/01/23	PR	PR Entry	C/5312 1.00 / 15358 / LEE , TYLOR S5 Payroll Taxes	0.000	0.00	27.45
11/23	4824	11/08/23	11/01/23	PR	PR Entry	C/5316 1.00 / 16140 / CRAWFORD , TANNER A10 Fringe Benefits	0.000	0.00	85.26
11/23	4825	11/08/23	11/01/23	PR	PR Entry	C/5316 1.00 / 16140 / CRAWFORD , TANNER A15 W/C Insurance	0.000	0.00	6.60
11/23	4826	11/08/23	11/01/23	PR	PR Entry	C/5316 1.00 / 16140 / CRAWFORD , TANNER A16 General Liability	0.000	0.00	5.07
11/23	4827	11/08/23	11/01/23	PR	PR Entry	C/5316 1.00 / 16140 / CRAWFORD , TANNER A5 Payroll Taxes	0.000	0.00	23.82
11/23	4828	11/08/23	11/03/23	PR	PR Entry	C/5203 1.00 / 11493 / LEE JR , GARNETT 15 W/C Insurance	0.000	0.00	5.31
11/23	4829	11/08/23	11/03/23	PR	PR Entry	C/5203 1.00 / 11493 / LEE JR , GARNETT 16 General Liability	0.000	0.00	4.08
11/23	4830	11/08/23	11/03/23	PR	PR Entry	C/5203 1.00 / 11493 / LEE JR , GARNETT 5 Payroll Taxes	0.000	0.00	8.50
11/23	4831	11/08/23	11/03/23	PR	PR Entry	C/5312 1.00 / 15358 / LEE , TYLOR S10 Fringe Benefits	0.000	0.00	48.18
11/23	4832	11/08/23	11/03/23	PR	PR Entry	C/5312 1.00 / 15358 / LEE , TYLOR S15 W/C Insurance	0.000	0.00	2.67
11/23	4833	11/08/23	11/03/23	PR	PR Entry	C/5312 1.00 / 15358 / LEE , TYLOR S16 General Liability	0.000	0.00	3.02
11/23	4834	11/08/23	11/03/23	PR	PR Entry	C/5312 1.00 / 15358 / LEE , TYLOR S5 Payroll Taxes	0.000	0.00	13.72
						Total for Cost Type: 2	**0.000**	**0.00**	**377.22**
50.10100.		**EW~1819 WALL MODS 5 EQUIPINT**							

JC Detail

Mth	Trans#	Posted Date	Actual Date	Trans Type	Source	Description	Units	Hours	Cost
620012. LFUCG-CLAYS MILL ROAD IMPROVEMENTS-17-2020 - Continued									
11/23	4835	11/08/23	11/01/23	PR	PR Entry	C/5203 / 11493 / LEE JR , GARNETT 01.LT6150 /2016 CHEVROLET SILVERADO 2500 / 1	0.000	6.00	42.00
11/23	4836	11/08/23	11/03/23	PR	PR Entry	C/5203 / 11493 / LEE JR , GARNETT 01.LT6150 /2016 CHEVROLET SILVERADO 2500 / 1	0.000	3.00	21.00
						Total for Cost Type: 5	**0.000**	**9.00**	**63.00**
						Total For Phase: 50.10100.		**33.00**	**1,160.40**
						Total For Job: 620012.		**33.00**	**1,160.40**
						Total For Company:6		**33.00**	**1,160.40**

Invoice

MMI of Kentucky
2081 Mercer Road
LEXINGTON. KY 40511 USA

Phone: (859) 255-0070
Fax: (859) 231-6522

Website: www.cmcmmi.com

Invoice No: 0000113943
Invoice Date: 11/2/2023
Order #: 0000116752
Customer: 1039
Job:
Salesperson: ANDREW BUCHER
Contact: GRETCHEN ACCTS PAYABLE
Phone:

Sold To	Ship To
ATS CONSTRUCTION/CR SHOP 3009 ATKINSON AVENUESUITE 400 LEXINGTON. KY 40509 USA	ATS CONSTRUCTION/CR SHOP 3009 ATKINSON AVENUESUITE 400 LEXINGTON. KY 40509 USA

Customer P.O.	Customer Job #	Ship Via	BOL	F.O.B.	Terms
620012				OUR YARD	1% 10 NET 30

Item	Description	Ordered	Shipped	BackOrdered	UM	Price	Amount
SUREGROUT	50# BG KAUFMAN SURE GROUT	1.00	1.000	0.00	BAG	12.00/BAG	12.00
520	12" HAND-HELD CONCRETE BROOM	1.00	1.000	0.00	EA	8.50/EA	8.50

Total Weight: 50 Lbs

Terms Discount: 0.21

Subtotal	20.50
Taxable Total	20.50
KY 6%	1.23
Trade Discount	0.00
Payment/Credit Amount	0.00
Balance	21.73

TO: **Mark Feibes, PE**
LFUCG Project Engineer

FROM: **Dylan Murphy, PE**
ATS Construction Project Manager

DATE: **February 5, 2024**

RE: **Clays Mill Road Widening**
BID NO. 17-2020
Entrance Pavement at Retaining Wall Modifications

In conjunction with the retaining wall revisions change order proposal (ref # 10099), ATS Construction submits the following pricing for additional driveway pavement completed because of the retaining wall revisions. The pricing is broke out between new entrance pavement and entrance pavement that was removed and replaced. Photos and area breakouts are attached to this letter (Pink=New Pavement, Blue=Remove & Replace). Both options have previously agreed upon pricing.

Address	Type	Area (SY)	UP	Amount	Notes
1892 CMR	New	27.50	$ 65.00	$1,787.50	3 Areas Combined
1892 CMR	Replace	5.00	$ 325.00	$1,625.00	
1894 & 1896 CMR	New	12.41	$ 65.00	$ 806.65	2 Areas Combined
1900 CMR	New	15.17	$ 65.00	$ 986.05	3 Areas Combined
1900 CMR	Replace	5.55	$ 325.00	$1,803.75	
1904 CMR	New	18.87	$ 65.00	$1,226.55	3 Areas Combined
1904 CMR	Replace	2.78	$ 325.00	$ 903.50	
				$9,139.00	

Please contact me with any questions that you may have.

Respectfully submitted,

Dylan Murphy, PE
Project Manager
ATS Construction

CC: Doug Burton, PE LFUCG Engineering
Brian Billings, PE ATS Construction
Jamie Davis, Superintendent, ATS Construction
Josh Withrow, PE KYTC

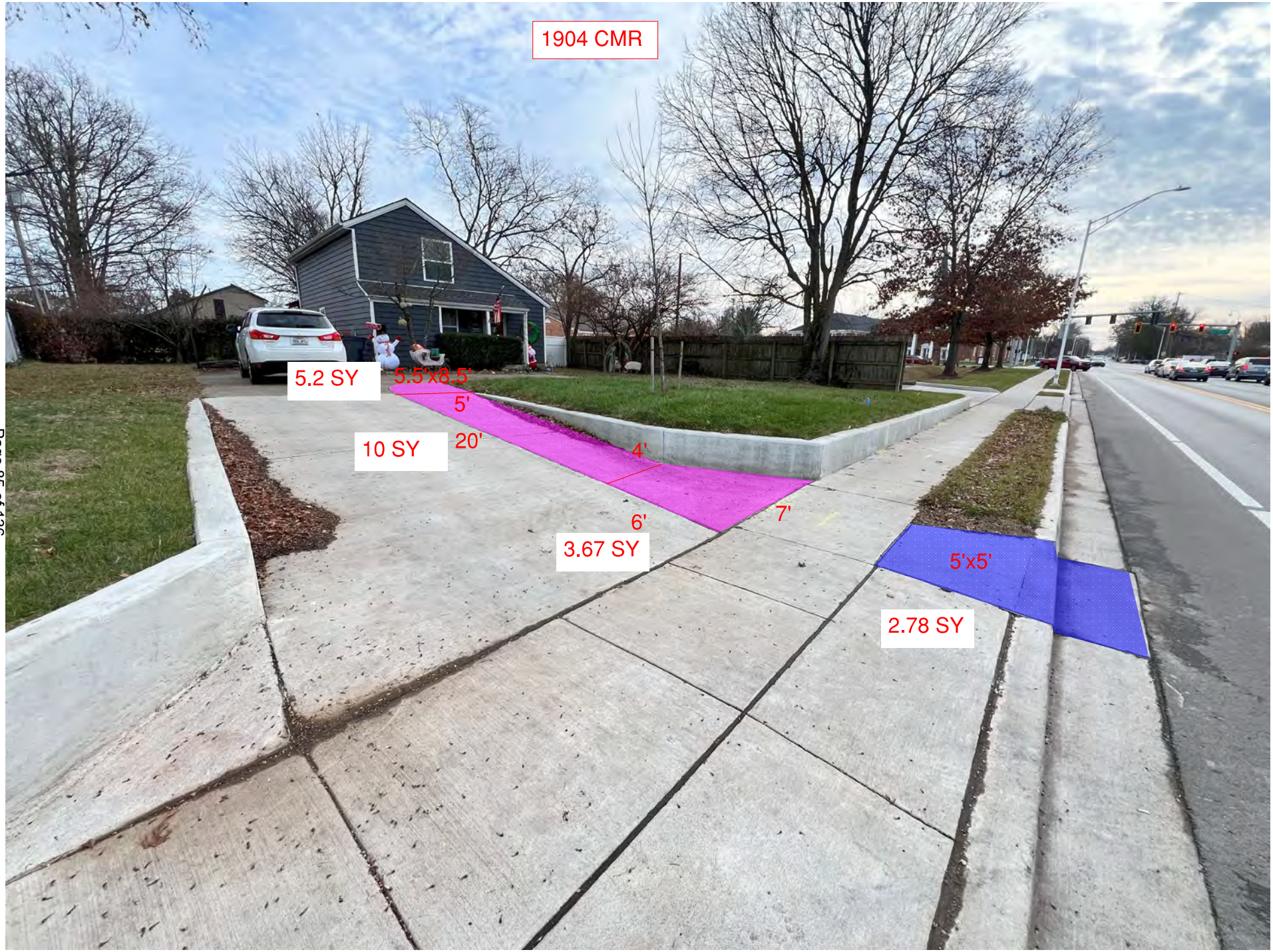
file: C:\Users\dmurphy\ATS Construction\ATS PM - Grade-Drainage-Concrete - Projects-Field Information\620012_17-2020_LFUCG CLAYS MILL RD IMPROV\Correspondence\Submittals

595

1892 CMR
Image 2 of 2
1.5'
24'
7.5'
12 SY
1.5'
15'
3'
1.5 SY
5'x9'
5.0 SY

1894 & 1896
CMR
6.53 SY
2.5'
23.5'
2.5'
5.88 SY
2.5'
23.5'
2'


1900 CMR
2.5 SY
1'
15'
2'
17'
8.5 SY
7'
5'
8'
4.17 SY
10'x5'
5.55 SY


1904 CMR
5.2 SY
5.5'x8.5'
5'
10 SY
20'
4'
7'
6'
3.67 SY
5'x5'
2.78 SY

TO: **Mark Feibes, PE**
LFUCG Project Engineer

FROM: **Dylan Murphy, PE**
ATS Construction Project Manager

DATE: **February 5, 2024**

RE: **Clays Mill Road Widening**
BID NO. 17-2020
Remove and Replace Entrance Pavement

At the request of LFUCG, ATS Construction removed and replaced entrance pavement at the addresses listed to improve safety, visibility and/or functionality. This work was completed at the previously approved pricing for the same scope of work. The addresses and quantities are listed below. Sketches of the driveway with measurements are attached to this letter.

Address	Side	Station	Pay Limit Area (SY)	Unit Price	Extension
2630 & 2626	RT	146+00	36.75	$ 325.00	$ 11,943.75
2779	LT	147+00	17.83	$ 325.00	$ 5,794.75
2623	LT	148+00	9.73	$ 325.00	$ 3,162.25
2224	RT	170+50	57.70	$ 325.00	$ 18,752.86
2034	LT	184+25	27.08	$ 325.00	$ 8,801.00
				Total:	**$ 48,454.61**

Please contact me with any questions that you may have.

Respectfully submitted,

Dylan Murphy, PE
Project Manager
ATS Construction

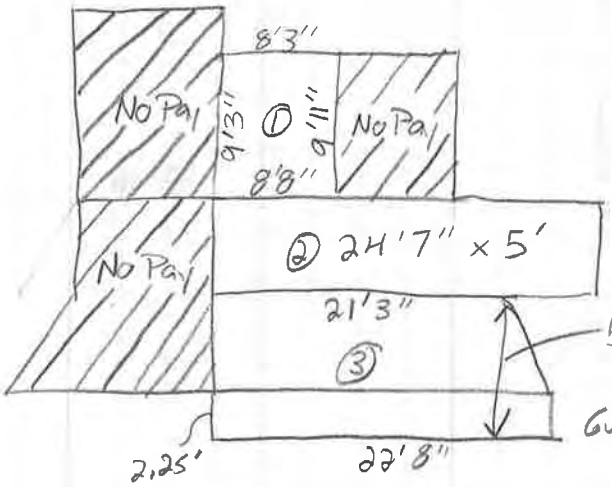
CC: Doug Burton, PE LFUCG Engineering
Brian Billings, PE ATS Construction
Jamie Davis, Superintendent, ATS Construction
Josh Withrow, PE KYTC

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CLAYS MILL ROAD ENTRANCE PAVEMENT MEASUREMENTS

2626 & 2630

N.T.S.



Gutter Poured w/ Entrance

① $(9.67 \times 8.5) \div 9 = 9.13$ SY

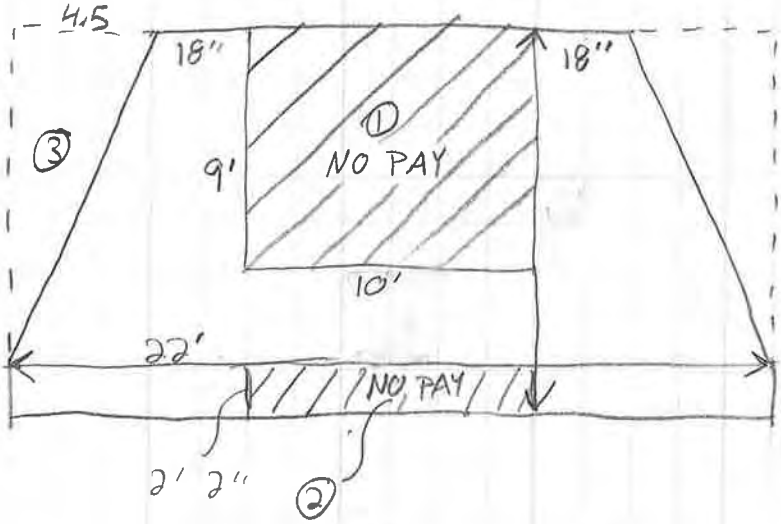
② $(24.5 \times 5) \div 9 = 13.61$ SY

③ $\dfrac{(22.67 \times 5.67) - (\frac{1}{2} \times 1.42 \times 3.42)}{9} = 14.01$

TOTAL = 36.75 SY

2779

N.T.S.



① $9 \times 10 = 90$ SF

② $1.0 \times 2.17 = 21.75$ SF

③ $\frac{1}{2}[4.5 \times 12.83] = 28.88$ SF

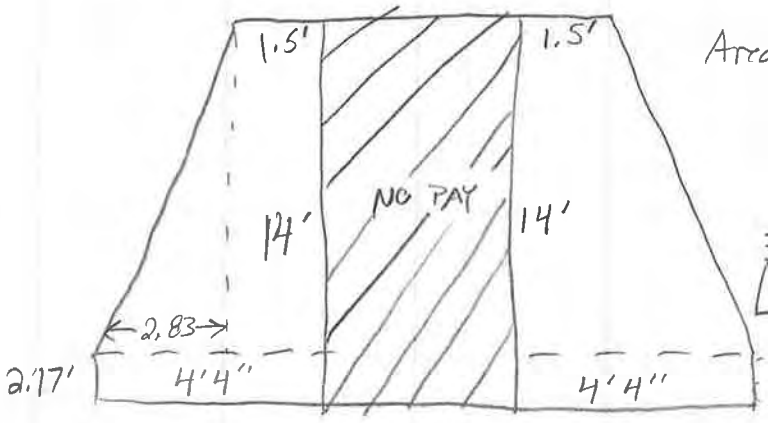
15'

Area = $[(22 \times 15) - ① - ② - ③] \div 9 = [330 - 90 - 21.75 - 208.88] \div 9$

TOTAL = 17.83 SY

Page 1

2623



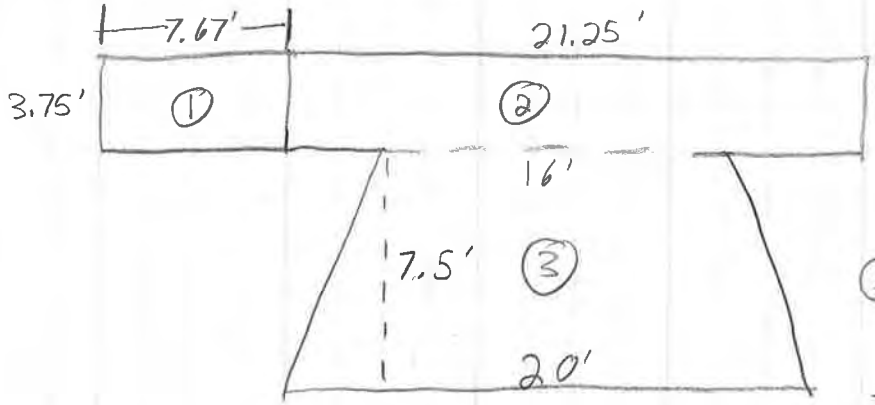
Area = 2[(11.83 × 1.5) + (4.33 × 2.17) + ½(2.83 × 11.83)]

= 2[17.75 + 9.40 + 16.74]

= 87.78 SF

TOTAL = 9.73 SY

MITCHELL AVE



① 7.67 × 3.75/9 = 3.20 SY

② 21.25 × 3.75/9 = 8.85 SY

③ $\frac{\frac{1}{2}(16+20)\cdot 7.5}{9}$ = 15 SY

TOTAL = 27.05 SY

3009 Atkinson Avenue, Suite 400 • Lexington, KY 40509 • Tel. (859) 223-7001 • Fax (859) 231-094

Regrade to create a gentle swale
to drain low point of sidewalk

Remove existing driveway surface
and replace with concrete surface.
Arrows show the direction of
downward slope.

980.6

980.2

12.5 ft

3%

4%

981.0

519.31 sf

10 ft

2%

2%

28 ft

2224 Clays Mill Road
Driveway Reconstruction
1" = 5' on 11 x 17 sheet

REF #:

TO: **Mark Feibes, PE**
LFUCG Project Engineer

FROM: **Dylan Murphy, PE**
ATS Construction Project Manager

DATE: **September 30, 2024**

RE: **Clays Mill Road Widening**
BID NO. 17-2020
1811 CMR – Driveway Modifications

At the request of LFUCG, ATS Construction proposes the following price to remove, regrade, and repave the driveway at 1811 Clays Mill Road per the attached drawing provided by LFUCG.

Total Price - $20,130.00

*Price above includes 20% OHP added to attached total cost breakdown.

We request that you review and respond to this information at your earliest convenience. Should you have any questions during the review, please feel free to contact me.

Respectfully submitted,

Dylan Murphy, PE
Project Manager
ATS Construction

CC: Doug Burton, PE LFUCG Engineering
Brian Billings, PE ATS Construction
Jamie Davis, Superintendent, ATS Construction
Josh Withrow, PE KYTC

file: C:\Users\dmurphy\ATS Construction\ATS PM - Grade-Drainage-Concrete - Projects-Field Information\620012_17-2020_LFUCG CLAYS MILL RD IMPROV\Correspondence\Submittals

Activity / Resource	Desc	Pcs	Quantity	Unit	Unit Cost	Labor	Perm Material	Constr Matl/Exp	Equip Ment	Sub-Contract	Total
BID ITEM = 510210											
Description =	1811 CMR DRIVEWAY MODIFICATIONS			Unit =	LS	Takeoff Quan:	1.000		Engr Quan:		1.000
50.10210.01	**REMOVAL/GRADING/STONE**			**Quan:**	**1.00 LS**	**Hrs/Shft:**	**10.00**	**Cal: 510**	**WC: NONE**		
											**Unreviewed
[[Crew Notes:]]											
5FAB	(Mod) FABRIC CREW		15.00	CH	**Prod:**	**1.5000 S**	Lab Pcs:	5.00	Eqp Pcs:	5.00	
2SDGA	DENSE GRADED AGGR	1.00	25.00 TON		24.000		636				636
8HOE312	HOE 312	1.00	15.00 HR		62.734				941		941
8LOADSS	SKID STEER LOADER	1.00	15.00 HR		43.750				656		656
8ROLLIR90	ROLLER IR DD90	1.00	15.00 HR		53.480				802		802
8TDTRENT	DUMP TRUCK - RENT	1.00	15.00 HR		128.800				1,932		1,932
8TPKFM	PICKUP TRUCK - FORE	1.00	15.00 HR		31.325				470		470
LG2	LABORER GROUP 2	1.00	15.00 MH		23.320	681					681
OG1	OPERATOR GROUP 1	3.00	45.00 MH		33.300	2,747					2,747
OG2	OPERATOR GROUP 2	1.00	15.00 MH		30.440	858					858
$9,723.77	75.0000 MH/LS		75.00 MH		[2535.39]	4,286	636		4,801		9,724
50.10210.02	**ASPHALT PAVING**			**Quan:**	**1.00 LS**	**Hrs/Shft:**	**10.00**	**Cal: 510**	**WC: NONE**		
											**Unreviewed
1P09	9 MAN PAVING CREW		5.00	CH	**Prod:**	**0.5000 S**	Lab Pcs:	9.00	Eqp Pcs:	5.00	
2A2S38D64	CL2 ASPH SURF 0.38D P	1.00	10.00 TON		55.000		550				550
7HAULA	HAULING SUB - ASPHAL	1.00	5.00 HRS		128.000			640			640
8ADISTR	DISTRIBUTOR TRU 25%	1.00	5.00 HR		39.592				109		109
8APRT10	PAVER - 10FT RUBBER T	1.00	5.00 HR		175.826				879		879
8ARDDIR110	ASPHALT ROLLER IR D	2.00	10.00 HR		61.222				612		612
8TPKFM	PICKUP TRUCK - FORE	1.00	5.00 HR		31.325				157		157
LG1	LABORER GROUP 1	1.00	5.00 MH		23.070	225					225
LG3	LABORER GROUP 3	1.00	5.00 MH		23.370	227					227
OG1	OPERATOR GROUP 1	6.00	30.00 MH		33.300	1,831					1,831
OG4	OPERATOR GROUP 4	1.00	5.00 MH		30.120	284					284
$5,514.58	45.0000 MH/LS		45.00 MH		[1519.99]	2,568	550	640	1,757		5,515
50.10210.03	**CONCRETE SIDEWALK**			**Quan:**	**1.00 LS**	**Hrs/Shft:**	**10.00**	**Cal: 510**	**WC: NONE**		
											**Unreviewed
3POURH	(Mod) HAND POUR		2.50	CH	**Prod:**	**2.5000 CH**	Lab Pcs:	5.00	Eqp Pcs:	1.50	
2CONCLA	CLASS A CONCRETE@1	1.00	2.00 CY		350.000		742				742
8LOAD246STW	LOADER CAT 246 ST-W	0.50	1.25 HR		29.470				37		37
8TPKFM	PICKUP TRUCK - FORE	1.00	2.50 HR		31.325				78		78
CARP	CARPENTER	2.00	5.00 MH		27.500	264					264
LG1	LABORER GROUP 1	1.00	2.50 MH		23.070	113					113
OG1	OPERATOR GROUP 1	2.00	5.00 MH		33.300	305					305
$1,539.28	12.5000 MH/LS		12.50 MH		[397.84]	682	742		115		1,539
=====> **Item Totals:**	**510210**		**- 1811 CMR DRIVEWAY MODIFICATIONS**								
$16,777.63	132.5000 MH/LS		132.50 MH		[4453.22]	7,537	1,928	640	6,673		**16,778**
16,777.630	1 LS					7,536.65	1,928.00	640.00	6,672.98		16,777.63
$16,777.63	***** Report Totals *****		132.50 MH			7,537	1,928	640	6,673		**16,778**

>>> indicates Non Additive Activity

------Report Notes:------

The estimate was prepared with TAKEOFF Quantities.

This report shows TAKEOFF Quantities with the resources.

'Unreviewed' Activities are marked.

Activity / Resource	Desc	Quantity Pcs	Quantity Unit	Unit Cost	Labor	Perm Material	Constr Matl/Exp	Equip Ment	Sub-Contract	Total

BID ITEM = 510210
Description = 1811 CMR DRIVEWAY MODIFICATIONS Unit = LS Takeoff Quan: 1.000 Engr Quan: 1.000

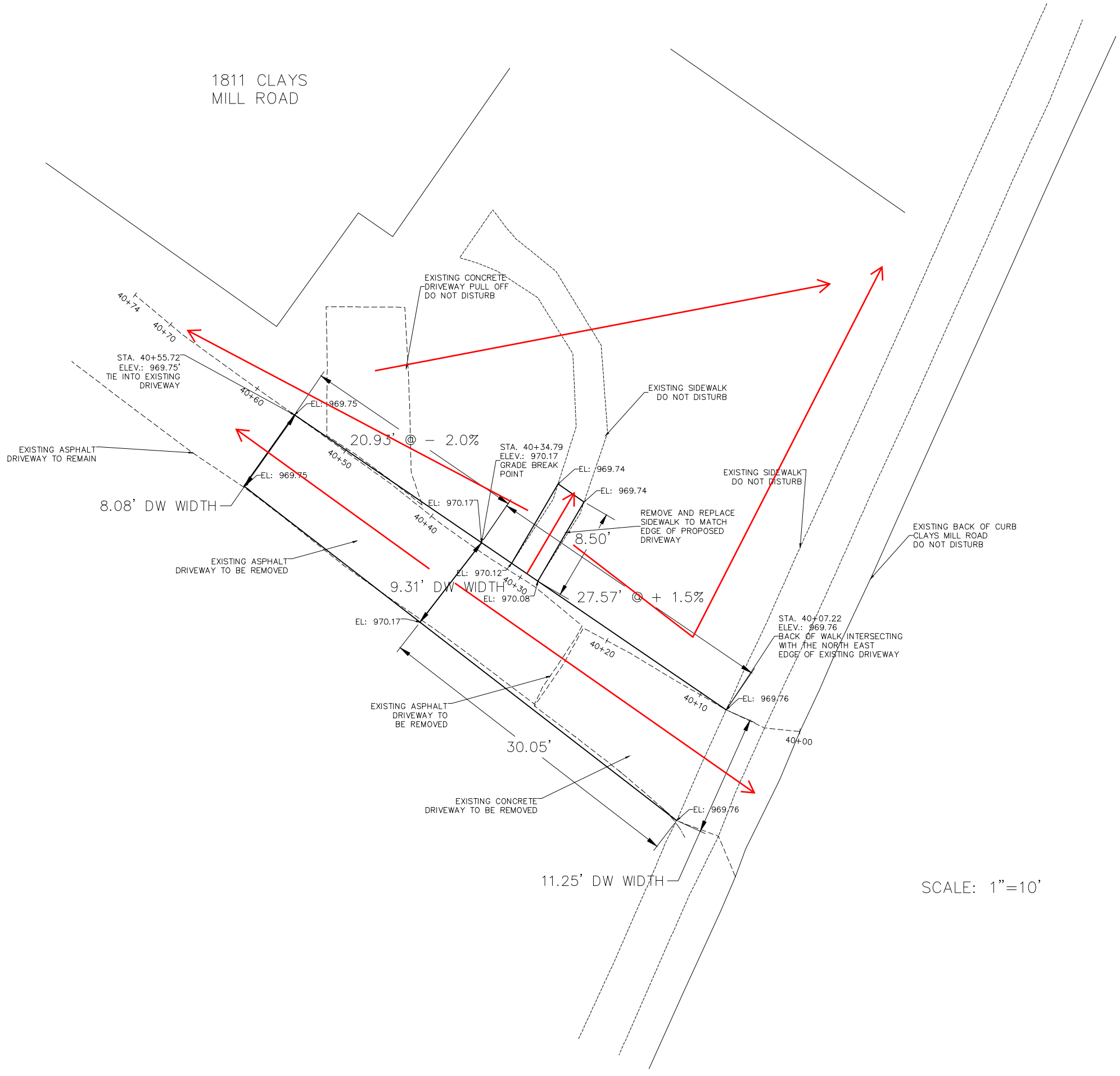
Bid Date: Owner: Engineering Firm:
Estimator-In-Charge:

JOB NOTES

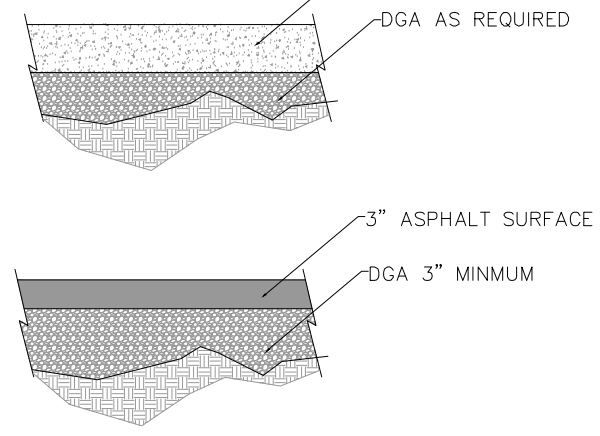
* on units of MH indicate average labor unit cost was used rather than base rate.
[ ] in the Unit Cost Column = Labor Unit Cost Without Labor Burdens
In equipment resources, rent % and EOE % not = 100% are represented as XXX%YYY where XXX=Rent% and YYY=EOE%

------Calendar Codes------

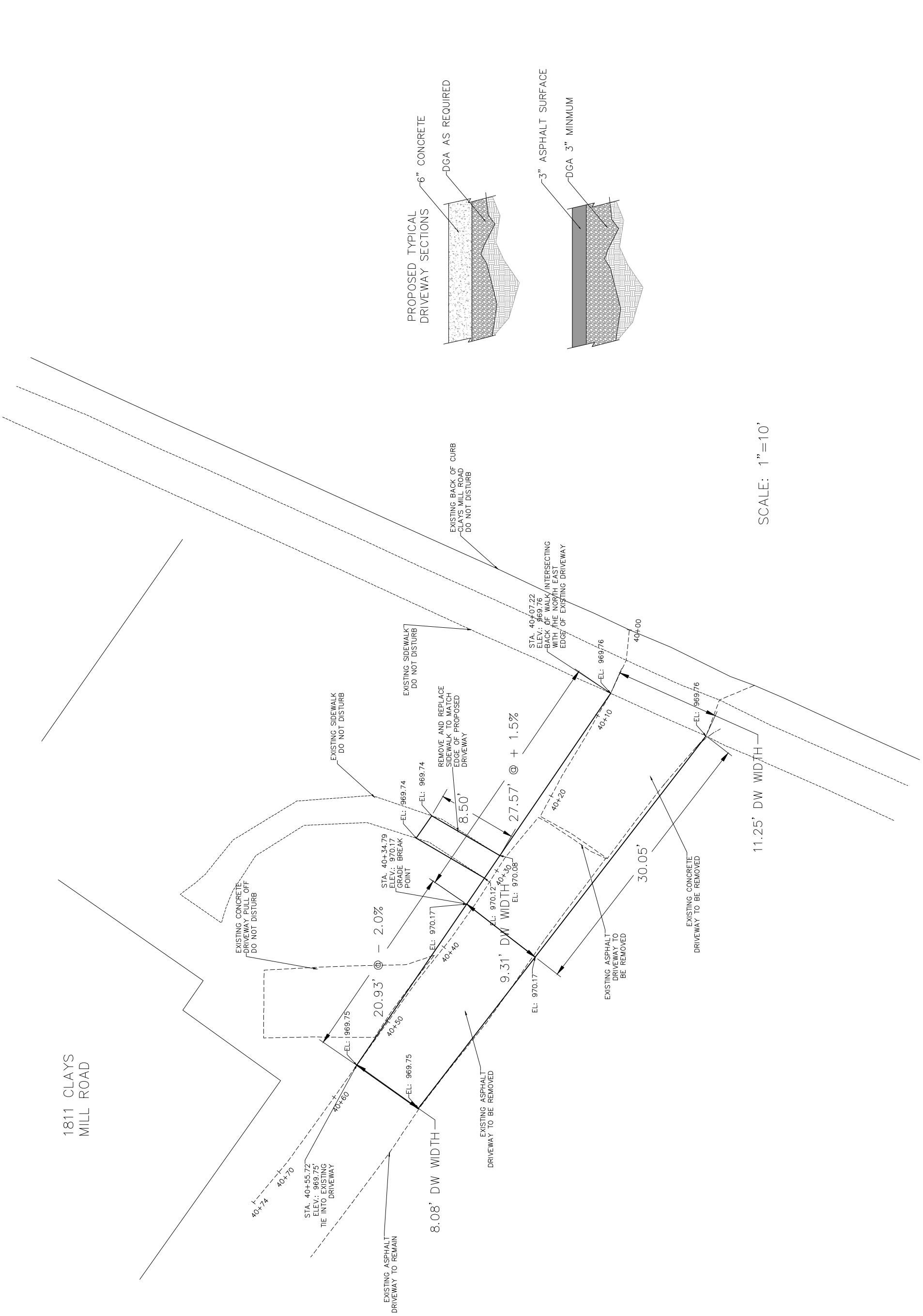
410	4 x 10 Hr Week
508	5 x 8 Hr Week
509	5 x 9 Hr week
510	**5 x 10 Hr Week (Default Calendar)**
511	5 x 11 Hr Week
512	5 x 12 Hr Week
608	6 x 8 Hr Week
609	6 x 9 Hr Week
610	6 x 10 Hr Week
W10	Weekend Work 10 Hr Days



PROPOSED TYPICAL
DRIVEWAY SECTIONS

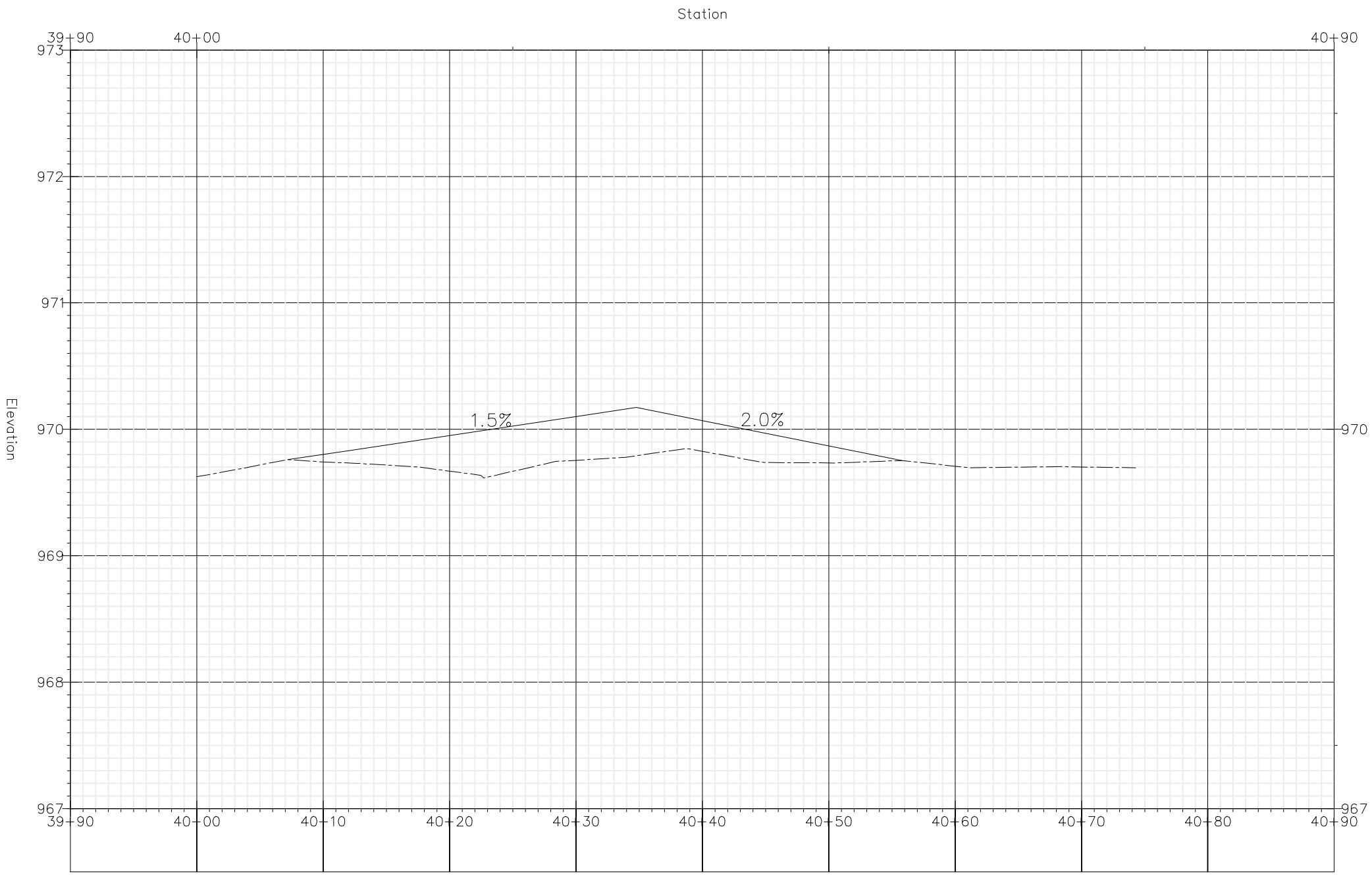


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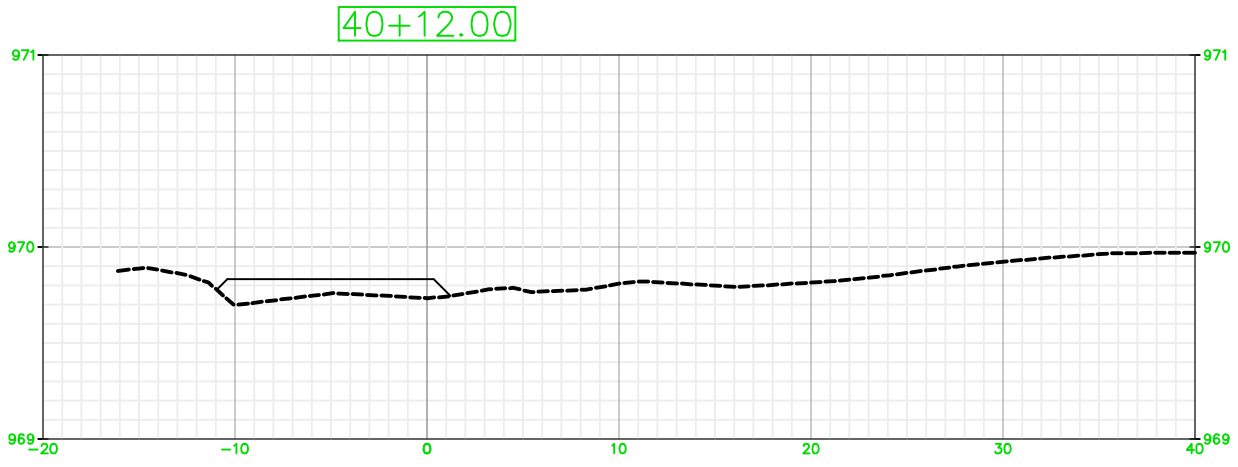
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Alignment – (4) PROFILE

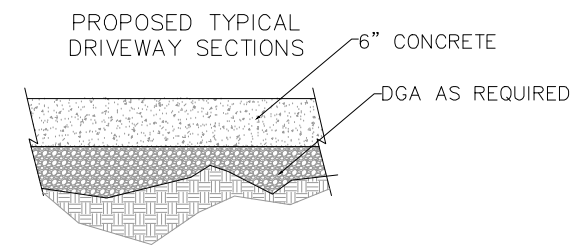


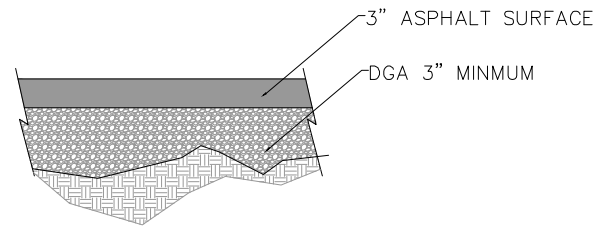
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VERT. 1"=1'

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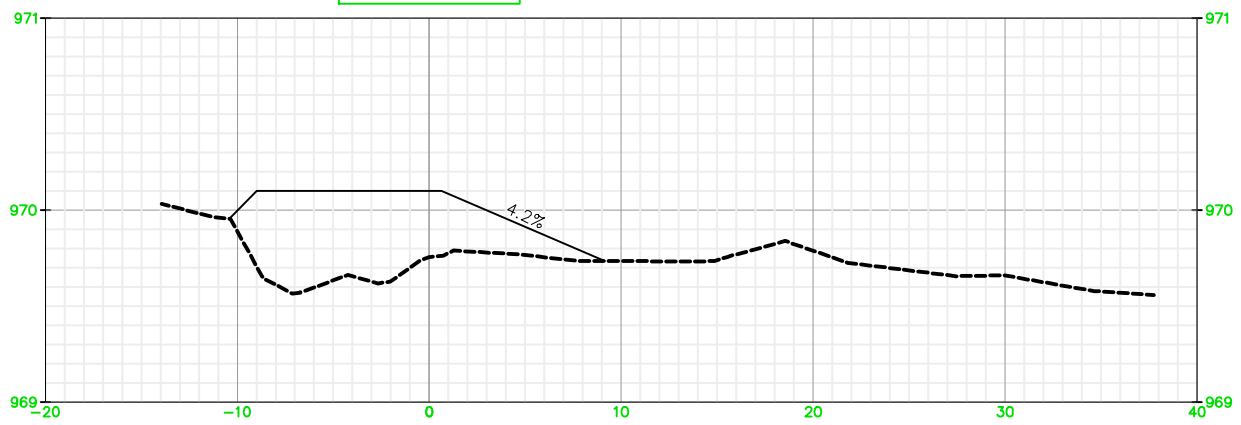




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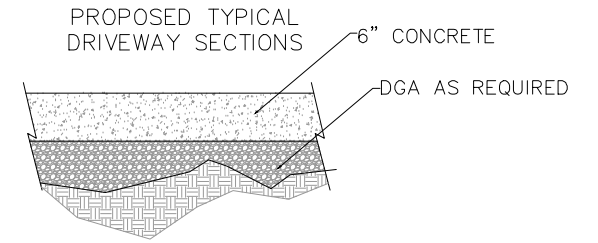
40+30.00

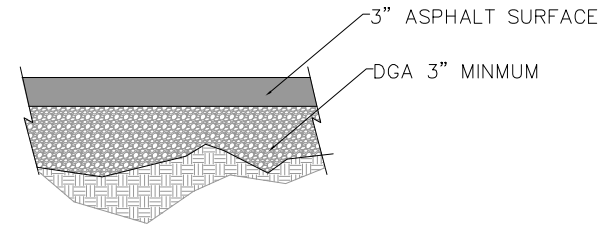


40+34.79



PROPOSED TYPICAL
DRIVEWAY SECTIONS

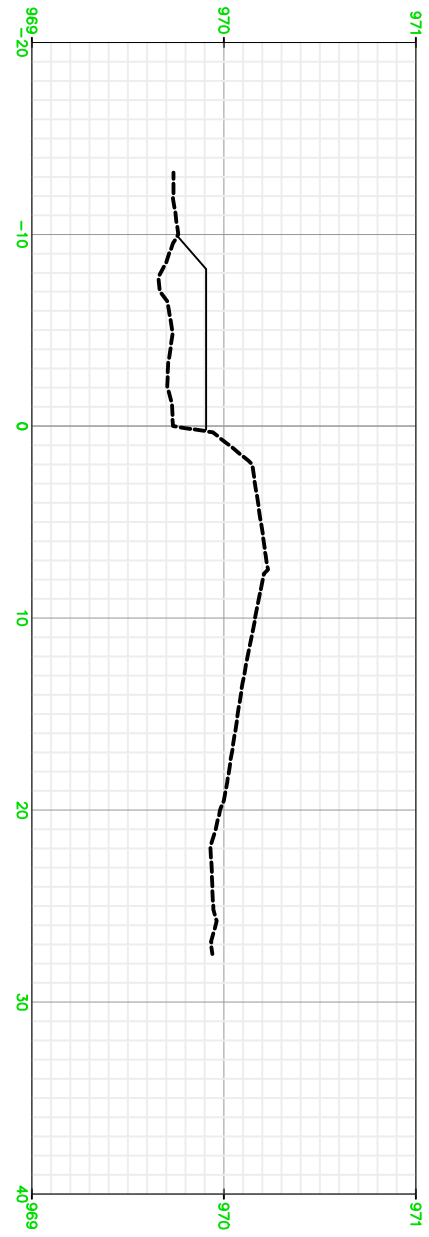


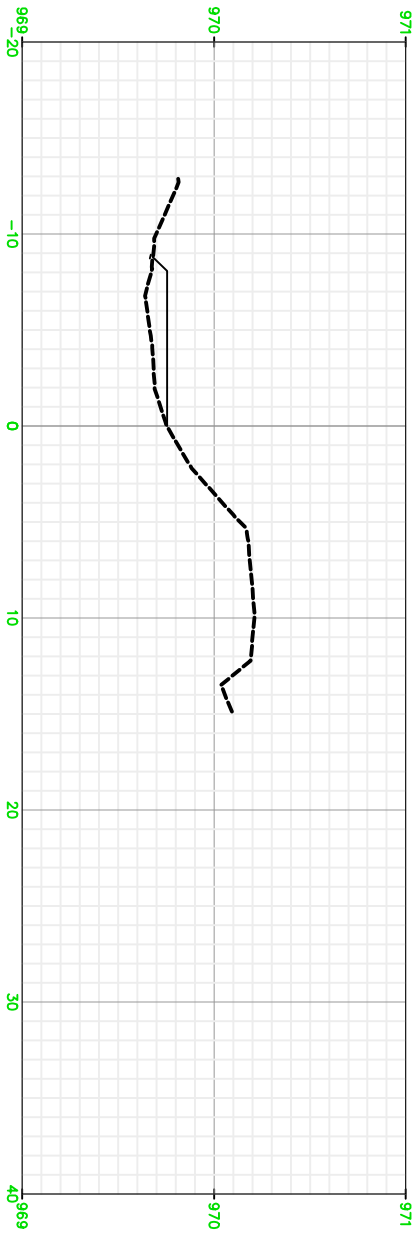


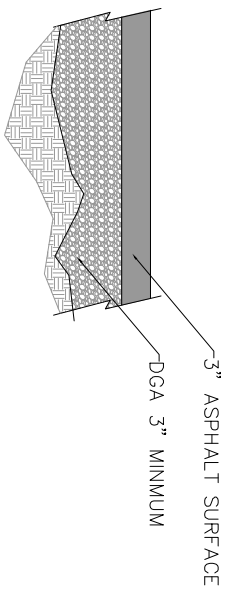
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SCALE: HOR. 1"=10'
VERT. 1"=1'

TO: **Mark Feibes, PE**
LFUCG Project Engineer

FROM: **Dylan Murphy, PE**
ATS Construction Project Manager

DATE: **September 30, 2024**

RE: **Clays Mill Road Widening**
BID NO. 17-2020
2025 CMR Drainage Modifications

At the request of LFUCG, ATS Construction submits the following pricing for the drainage revisions at the residence of 2025 Clays Mill Road.

Item	Description	Qty	UM	UP	Amount
	Contract Items				
30	8" PVC DRAINAGE STRUCTURE	2.00	ea	2,300.00	4,600.00
53	STORM DRAIN PIPE-8 IN	40.00	LF	42.00	1,680.00
61	SODDING	550.00	SY	6.20	3,410.00
	Supplemental Pricing				
*	DEMO AND DRESSING	1.00	LS	5,710.00	5,710.00
*	SIDEWALK REPAIR	1.00	LS	1,850.00	1,850.00
				Total:	**17,250.00**

*-Supplemental Pricing. UP equals total cost (attached) + 20% OHP

We request that you review and respond to this information at your earliest convenience. Should you have any questions during the review, please feel free to contact me.

Respectfully submitted,

Dylan Murphy, PE
Project Manager
ATS Construction

CC: Doug Burton, PE LFUCG Engineering
Brian Billings, PE ATS Construction
Jamie Davis, Superintendent, ATS Construction
Josh Withrow, PE KYTC

file: C:\Users\dmurphy\ATS Construction\ATS PM - Grade-Drainage-Concrete - Projects-Field Information\620012_17-2020_LFUCG CLAYS MILL RD IMPROV\Correspondence\Submittals

Direct Cost Report

Activity / Resource	Desc	Pcs	Quantity	Unit	Unit Cost	Labor	Perm Material	Constr Matl/Exp	Equip Ment	Sub-Contract	Total
BID ITEM = 510200											
Description =	2025 CMR DRAINAGE			Unit =	LS	Takeoff Quan:		1.000	Engr Quan:		1.000
50.10200.01	**DEMO AND DRESSING**			**Quan:**	**1.00 LS**	**Hrs/Shft:**	**10.00**	**Cal: 510**	**WC: NONE**		
											**Unreviewed
5FD	(Mod) FINAL DRESS		15.00	CH	**Prod:**	**1.5000 S**		Lab Pcs: 3.00	Eqp Pcs:		3.00
8HOE312	HOE 312	1.00	15.00 HR		62.734			941			941
8LOADSS	SKID STEER LOADER	1.00	15.00 HR		43.750			656			656
8TPKFM	PICKUP TRUCK - FORE	1.00	15.00 HR		31.325			470			470
OG1	OPERATOR GROUP 1	2.00	30.00 MH		33.300	1,831					1,831
OG2	OPERATOR GROUP 2	1.00	15.00 MH		30.440	858					858
$4,756.80	45.0000 MH/LS		45.00 MH		[1601.16]	2,690		2,067			4,757
50.10200.02	**SIDEWALK REPAIR**			**Quan:**	**1.00 LS**	**Hrs/Shft:**	**10.00**	**Cal: 510**	**WC: NONE**		
											**Unreviewed
3POURH	(Mod) HAND POUR		2.50	CH	**Prod:**	**0.2500 S**		Lab Pcs: 5.00	Eqp Pcs:		1.50
2CONCLA	CLASS A CONCRETE@1	1.00	2.00 CY		350.000		742				742
8LOAD246STW	LOADER CAT 246 ST-W	0.50	1.25 HR		29.470			37			37
8TPKFM	PICKUP TRUCK - FORE	1.00	2.50 HR		31.325			78			78
CARP	CARPENTER	2.00	5.00 MH		27.500	264					264
LG1	LABORER GROUP 1	1.00	2.50 MH		23.070	113					113
OG1	OPERATOR GROUP 1	2.00	5.00 MH		33.300	305					305
$1,539.28	12.5000 MH/LS		12.50 MH		[397.84]	682	742		115		1,539
=====>	**Item Totals: 510200 - 2025 CMR DRAINAGE**										
$6,296.08	57.5000 MH/LS		57.50 MH		[1999]	3,372	742		2,182		**6,296**
6,296.080	1 LS					3,371.82	742.00		2,182.26		6,296.08
$6,296.08	***** Report Totals *****		57.50 MH			3,372	742		2,182		**6,296**

>>> indicates Non Additive Activity

------Report Notes:------

The estimate was prepared with TAKEOFF Quantities.

This report shows TAKEOFF Quantities with the resources.

'Unreviewed' Activities are marked.

Bid Date: Owner: Engineering Firm:

Estimator-In-Charge:

JOB NOTES

* on units of MH indicate average labor unit cost was used rather than base rate.

[ ] in the Unit Cost Column = Labor Unit Cost Without Labor Burdens

In equipment resources, rent % and EOE % not = 100% are represented as XXX%YYY where XXX=Rent% and YYY=EOE%

------Calendar Codes------

410	4 x 10 Hr Week
508	5 x 8 Hr Week
509	5 x 9 Hr week
510	**5 x 10 Hr Week (Default Calendar)**
511	5 x 11 Hr Week
512	5 x 12 Hr Week
608	6 x 8 Hr Week
609	6 x 9 Hr Week
610	6 x 10 Hr Week

Activity / Resource	Desc	Quantity Pcs	Quantity Unit	Unit Cost	Labor	Perm Material	Constr Matl/Exp	Equip Ment	Sub-Contract	Total
BID ITEM = 510200										
Description =	2025 CMR DRAINAGE			Unit = LS	Takeoff Quan:		1.000	Engr Quan:		1.000
W10	Weekend Work 10 Hr Days									

END 6" STRIP DRAIN AT STA. 10+39.40.
TOP OF TRENCH DRAIN TO BE 6" BELOW GRADE. BACKFILL TO TOP OF TRENCH DRAIN WITH NO. 9 STONE AND TOP 6" OF TRENCH WITH $\frac{70}{30}$ MIX OF TOPSOIL AND SAND FLUSH WITH EXISTING GROUND

0' 2' 4' 6' 8' 10' 15' 20'
SCALE: 1" = 10'

N

2025 CMR

GAS SERVICE LINE
DEPTH UNKNOWN
FIELD VERIFY
HAND DIG

INSTALL 40 LF OF 6" NDS STRIP DRAIN
OR APPROVED EQIVALENT.
TRENCH TO BE 4" WIDE AND SLOPED
TO MATCH OUTLET INVERT AT STA. 10+00
BACKFILLED WITH #9 STONE

EXISTING NYOPLAST INLET
DRAINAGE STRUCTURE

REMOVE AND
REPLACE
SIDEWALK

EP: 10+39.44 10

PI: 10+07.47

10+00.00 10

PI: 10+

BP: 9+70.02± 10

9+

GAS

EXISTING
DRIVEWAY
DND

CLAYS MILL ROAD

EXISTING
SIDEWALK
DND

INSTALL ADS-ADD A BRANCH 6004AG_
TO EXISTING INLET. MATCH DISCHARGE
INVERT ELEVATION AND PIPE TYPE.
ALSO INSTALL SHEET DRAIN FITTING
6 $\frac{1}{4}$"Lx9"Wx4"DIA. MODEL # LGD-0602
OR APPROVED EQUIVALENT

G:\ENGDATA\TECDESIG\LOCKHART\Land Projects 2023\CMR 2025\CMR 2025 Survey 06292023.dwg, 3/20/2024 8:37:33 AM, AutoCAD PDF (Web and Mobile).pc3

964
962
960
958
956

4" THICK
SIDEWALK

6" MIN COVER

ADS – ADD A
BRANCH 6004AG_
MATCH DISCHARGE
INVERT EL. & PIPE
TYPE

4% GRADE APPROXIMATLY

NDS STRIP DRAIN
40'Lx6"W
MODEL # LGD–0650
OR APPROVED EQUIVALENT

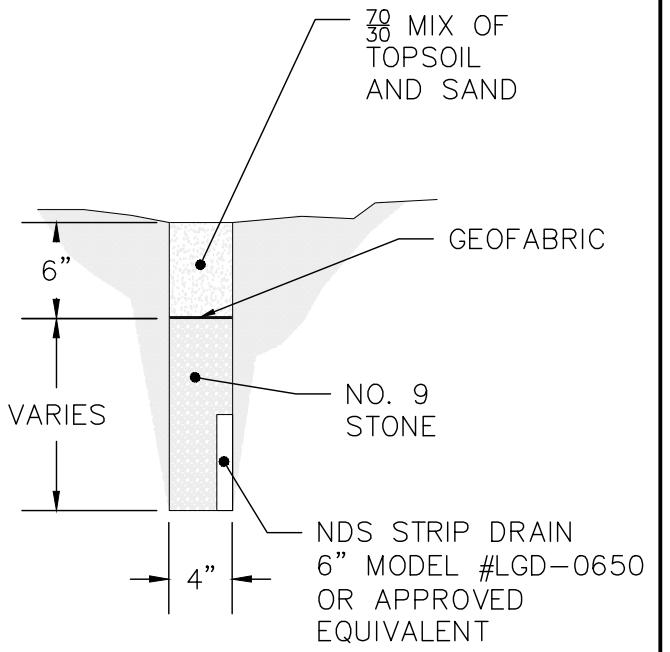
SHEET DRAIN FITTING
$6\frac{1}{4}$"Lx9"Wx4"DIA.
MODEL # LGD–0602
OR APPROVED EQUIVALENT

GAS SERVICE
UNKNOWN DEPTH
FIELD VERIFY
HAND DIG

GAS

9+40 9+60 9+80 10+00 10+20 10+40 10+60

962.32 962.32 962.57 962.56 962.40 962.39



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Add-A-Branch™ Kit

Nyloplast Add-a-Branch kits are a quick and cost-effective way to connect 4-24” (100-600 mm) diameter lateral pipes to Nyloplast Drain Basins in the field. Using an Add-a-Branch kit provides flexibility during the installation phases of a job site when unknown variables may be expected or encountered.

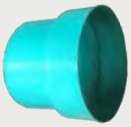
When you have to make field connections, use Nyloplast and Add-a-Branch to save you time and money. Avoid time to knockout precast concrete and time for grouting and curing of concrete. Add a branch installs 3-4 times faster than traditional connection methods.

Our newest 24” Add-a-Branch kits have the ability to connect a variety of lateral pipe types to the 36” Drain Basins. Add-A-Branch Pipe connections include ADS N-12®, PVC Sewer SDR35, PVC Schedule 40 and many more, making them versatile for all storm water installations.

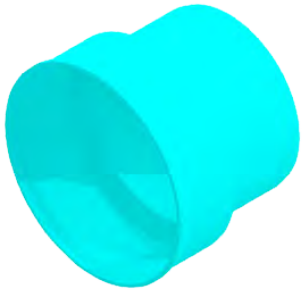
Kit Includes:



N-12 Valley Gasket & Add-A-Branch Gasket



Nyloplast Branch





Add-A-Branch Product Numbers

Pipe Size	Part Number	Min Basin Size
4” (100 mm)	6004AG_	8” (200 mm)
6” (150 mm)	6006AG_	10” (250 mm)
8” (200 mm)	6008AG_	12” (300 mm)
10” (250 mm)	6010AG_	15” (375 mm)
12” (300 mm)	6012AG_	18” (450 mm)
15” (375 mm)	6015AG_	24” (600 mm)
4” (100 mm)	6004AG_30	SPEC. TO 30” (750 mm)
6” (150 mm)	6006AG_30	SPEC. TO 30” (750 mm) & 36” (900 mm)
8” (200 mm)	6008AG_30	SPEC. TO 30” (750 mm) & 36” (900 mm)
10” (250 mm)	6010AG_30	SPEC. TO 30” (750 mm) & 36” (900 mm)
12” (300 mm)	6012AG_30	SPEC. TO 30” (750 mm) & 36” (900 mm)
15” (375 mm)	6015AG_30	SPEC. TO 30” (750 mm) & 36” (900 mm)
18” (450 mm)	6018AG_30	SPEC. TO 30” (750 mm) & 36” (900 mm)
24” (600 mm)	6024AG_36	SPEC. TO 36” (900 mm)

* The space in the _ part number is either “N” for N-12®, “S” for SDR, or “D” for DWV.

Add-A-Branch Kit Specification

Scope

Joint performance between all 4”-24” (100-600 mm) Add-a-Branch adapters and the Nyloplast Drain Basins provide a soil tight connection as specified in ASTM F 2306. Gaskets per ASTM F477

Installation

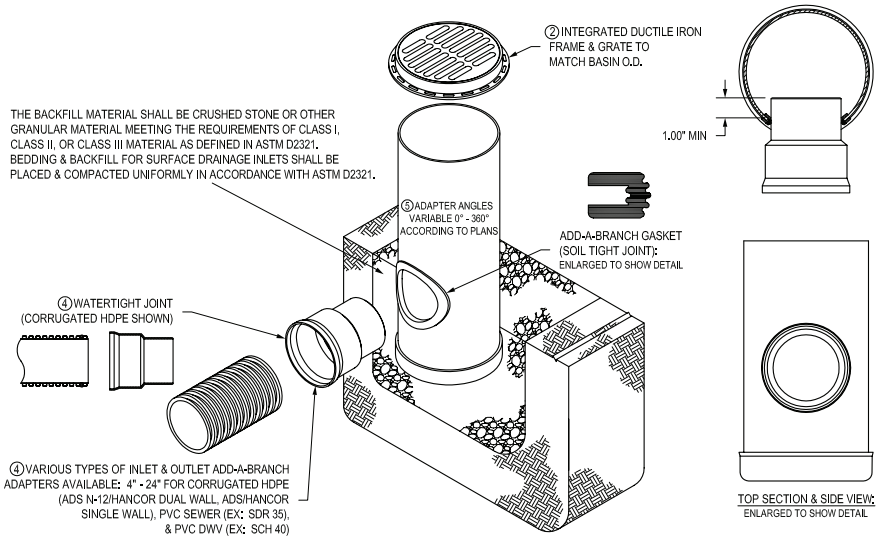
- Installation of Add-a-Branch structures shall be in accordance with manufacturer’s recommended installation guidelines.
- It is recommended that the Add-A-Branch connection be 2 diameters smaller than basin diameter
- This type of field connection can be cut into the basin using jigsaw, sawzaw or other cutting tools. Just stick on the template and follow the cut pattern.
- If multiple branches require field install, follow minimum angle chart.

Angle Requirement Chart

Adapter Size in. (mm)	Basin Size in.(mm)							
	8 (200)	10 (250)	12 (300)	15 (375)	18 (450)	24 (600)	30 (750)	36 (900)
4 - 4 (100 - 100)	119°	96°	75°	60°	48°	38°	28°	20°
4 -6 (100 - 150)	-	100°	87°	69°	55°	43°	32°	25°
4 - 8 (100 - 200)	-	-	102°	79°	63°	49°	36°	30°
4 - 10 (100 - 250)	-	-	-	91°	71°	55°	40°	34°
4 - 12 (100 - 300)	-	-	-	-	80°	61°	45°	37°
4 - 15 (100 - 375)	-	-	-	-	-	70°	51°	41°
4 - 18 (100 - 450)	-	-	-	-	-	-	58°	46°
4 - 24 (100 - 600)	-	-	-	-	-	-	-	59°
6 - 6 (150 - 150)	-	127°	100°	78°	62°	49°	36°	30°
6 - 8 (150 - 200)	-	-	114°	88°	70°	55°	40°	34°
6 - 10 (150 - 250)	-	-	-	100°	79°	61°	44°	37°
6 - 12 (150 - 300)	-	-	-	-	87°	67°	49°	40°
6 - 15 (150 - 375)	-	-	-	-	-	76°	55°	44°
6 - 18 (150 - 450)	-	-	-	-	-	-	62°	50°
6 - 24 (150 - 600)	-	-	-	-	-	-	-	62°
8 - 8 (200 - 200)	-	-	129°	98°	78°	60°	44°	37°
8 - 10 (200 - 250)	-	-	-	110°	86°	66°	49°	40°
8 - 12 (200 - 300)	-	-	-	-	95°	72°	53°	43°

Adapter Size in. (mm)	Basin Size in.(mm)							
	8 (200)	10 (250)	12 (300)	15 (375)	18 (450)	24 (600)	30 (750)	36 (900)
8 - 15 (200 - 375)	-	-	-	-	-	82°	59°	47°
8 - 18 (200 - 450)	-	-	-	-	-	-	67°	55°
8 - 24 (200 - 600)	-	-	-	-	-	-	-	71°
10 - 10 (250 - 250)	-	-	-	122°	95°	72°	53°	43°
10 - 12 (250 - 300)	-	-	-	-	103°	78°	57°	47°
10 - 15 (250 - 375)	-	-	-	-	-	88°	63°	53°
10 - 18 (250 - 450)	-	-	-	-	-	-	71°	62°
10 - 24 (250 - 600)	-	-	-	-	-	-	-	79°
12 - 12 (300 - 300)	-	-	-	-	112°	84°	61°	53°
12 - 15 (300 - 375)	-	-	-	-	-	94°	67°	60°
12 - 18 (300 - 450)	-	-	-	-	-	-	75°	71°
12 - 24 (300 - 600)	-	-	-	-	-	-	-	85°
15 - 15 (375 - 375)	-	-	-	-	-	103°	73°	69°
15 - 18 (375 - 450)	-	-	-	-	-	-	81°	77°
15 - 24 (375 - 600)	-	-	-	-	-	-	-	92°
18 - 18 (450 - 450)	-	-	-	-	-	-	87°	82°
18 - 24 (450 - 600)	-	-	-	-	-	-	-	103°
24 - 24 (600 - 600)	-	-	-	-	-	-	-	115°

Nyloplast Drain Basin with Add-a-branch

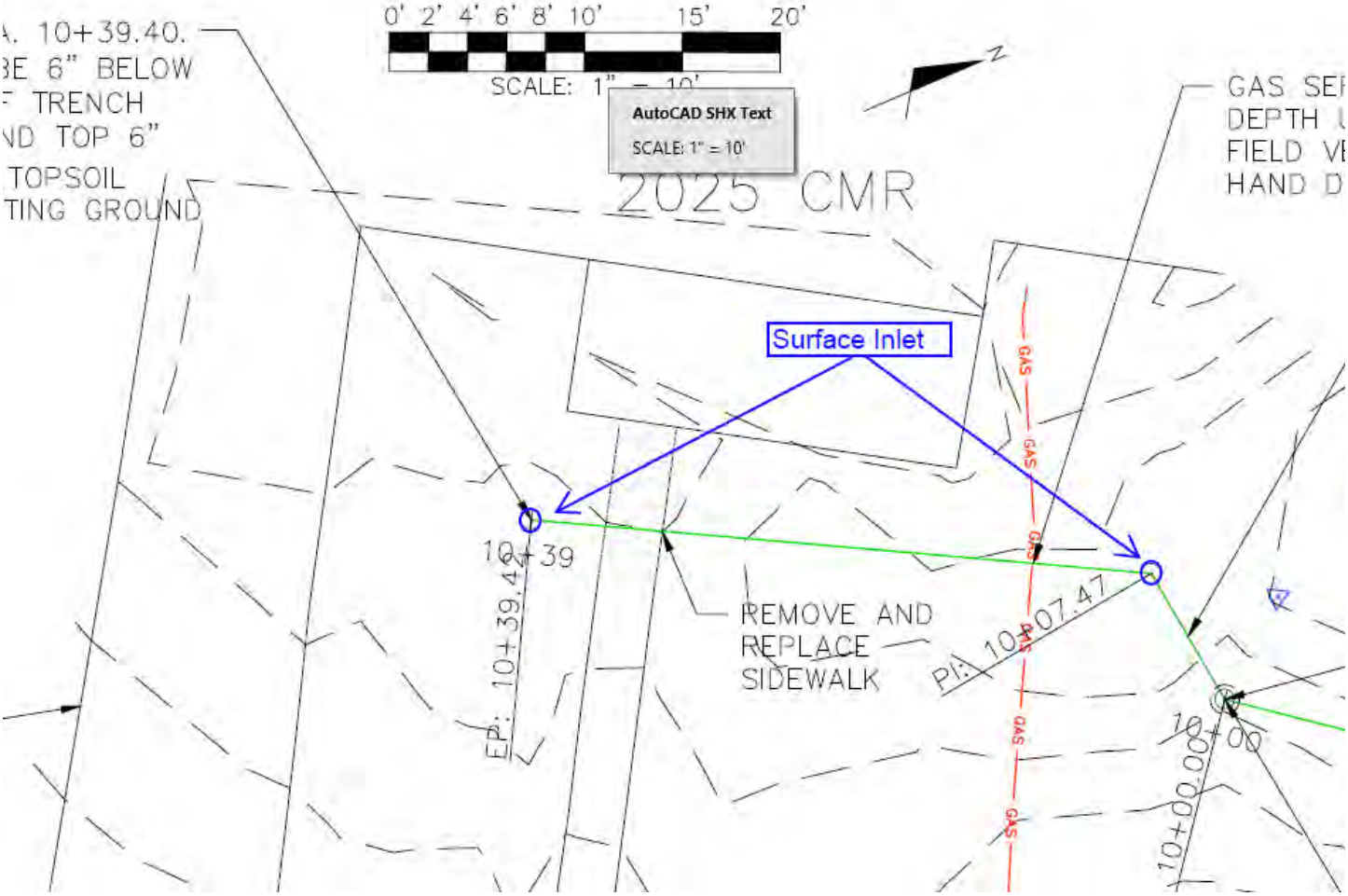


ADS “Terms and Conditions of Sale” are available on the ADS website, www.ads-pipe.com
The ADS logo and the Green Stripe are registered trademarks of Advanced Drainage Systems, Inc. Nyloplast is a registered trademark of Nyloplast, Inc.
© 2023 Advanced Drainage Systems, Inc. # 11075 3/23 CS

Dylan Murphy

From: Mark Feibes <mfeibes@lexingtonky.gov>
Sent: Friday, September 20, 2024 10:18 AM
To: Dylan Murphy
Subject: RE: Clays Mill Road - Grass restoration

Dylan,
We want to go back to the inlet concept.



Mark Feibes, P.E.
Section Manager
Department of Environmental Quality and Public Works
Division of Engineering, Design and Construction Section

859.258.3428 office
859.227.6319 cell
lexingtonky.gov

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1775 - 2025

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From: Dylan Murphy <DMurphy@atsconstruction.com>
Sent: Friday, September 20, 2024 8:37 AM
To: Mark Feibes <mfeibes@lexingtonky.gov>
Subject: RE: Clays Mill Road - Grass restoration

[EXTERNAL] Use caution before clicking links and/or opening attachments.

Mark,

Did you find out if there needed to be any inlets at 2025 CMR or just the strip drain?

Thanks,

Dylan Murphy, PE
Project Engineer
ATS Construction
3009 Atkinson Avenue
Suite 400
Lexington, KY 40509
Work: (859) 543-4536
Cell: (859) 559-1001
DMurphy@atsconstruction.com

From: Mark Feibes <mfeibes@lexingtonky.gov>
Sent: Thursday, September 12, 2024 9:06 AM
To: Dylan Murphy <DMurphy@atsconstruction.com>
Subject: RE: Clays Mill Road - Grass restoration

Works for me.
Thanks,

Mark Feibes, P.E.
Section Manager
Department of Environmental Quality and Public Works
Division of Engineering, Design and Construction Section

859.258.3428 office
859.227.6319 cell
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From: Dylan Murphy <DMurphy@atsconstruction.com>
Sent: Thursday, September 12, 2024 8:42 AM
To: Mark Feibes <mfeibes@lexingtonky.gov>
Subject: RE: Clays Mill Road - Grass restoration

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Lets plan on 10:00am at Rosemont Baptist.

From: Mark Feibes <mfeibes@lexingtonky.gov>
Sent: Thursday, September 12, 2024 7:54 AM
To: Dylan Murphy <DMurphy@atsconstruction.com>
Subject: RE: Clays Mill Road - Grass restoration

Dylan,
What time are you planning on heading to Clays Mill? If it's 10 or later, I can meet you and go over a few things.

Mark Feibes, P.E.
Section Manager
Department of Environmental Quality and Public Works
Division of Engineering, Design and Construction Section

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From: Dylan Murphy <DMurphy@atsconstruction.com>
Sent: Wednesday, September 11, 2024 2:01 PM
To: Mark Feibes <mfeibes@lexingtonky.gov>
Subject: RE: Clays Mill Road - Grass restoration

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Mark,

Apologies for the delay in responding. I will go out tomorrow morning and take a look at this myself to better respond to it.

I agree we need to final this thing out as soon as possible. Please send me your final list as soon as you can get it together and we will get it knocked out.

Thank you,

Dylan Murphy, PE
Project Engineer
ATS Construction
3009 Atkinson Avenue
Suite 400
Lexington, KY 40509
Work: (859) 543-4536
Cell: (859) 559-1001
DMurphy@atsconstruction.com

From: Mark Feibes <mfeibes@lexingtonky.gov>
Sent: Wednesday, September 4, 2024 1:56 PM
To: Dylan Murphy <DMurphy@atsconstruction.com>
Subject: Clays Mill Road - Grass restoration

Dylan,
I've received a couple of complaints in the last week regarding the restoration work on CMR. One is from 2623 CMR and the other from 556 Rosemont (Baptist Church). The choir mats are full of weeks and the sites can't be mowed because of the mats. Both owners want the mats removed. Attached is a photo from 2623 CMR. Doing a driveby this morning, there are numerous other places along CMR that have similar conditions. I think the mats need to come up and then maybe hit with some weed n feed along with some grass seed, if needed. The weather is turning and should be ideal for establishing grass in these areas.

Also, there are a few other loose ends I'll be sending you reminders on, hopefully before the end of this week. The federal funds expire at the end of the year, so we need to make this final push now. There's still a change order to finalize, and that takes time to process through KYTC and then LFUCG, so time is getting short.

Thanks,

Mark Feibes, P.E.
Section Manager
Department of Environmental Quality and Public Works

Division of Engineering, Design and Construction Section

859.258.3428 office
859.227.6319 cell
lexingtonky.gov

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Mark Feibes

From: Mark Feibes
Sent: Tuesday, October 8, 2024 10:48 AM
To: Jones, Jackie M (KYTC); Tucker, Shane S (KYTC-D07)
Subject: RE: Clays Mill Road Section 1 - 7-224.1 Additional Work Items

Jackie and Shane,
I will direct ATS to proceed with the work. This will be picked up in the final change order.
Thanks,

Mark Feibes, P.E.
Section Manager
Department of Environmental Quality and Public Works
Division of Engineering, Design and Construction Section

859.258.3428 office
859.227.6319 cell
lexingtonky.gov





1775 - 2025

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From: Jones, Jackie M (KYTC) <Jackie.Jones@ky.gov>
Sent: Tuesday, October 8, 2024 9:11 AM
To: Tucker, Shane S (KYTC-D07) <Shane.Tucker@ky.gov>; Mark Feibes <mfeibes@lexingtonky.gov>
Subject: RE: Clays Mill Road Section 1 - 7-224.1 Additional Work Items

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I'm fine with it.

Jackie Jones
Kentucky Transportation Cabinet
Department of Rural & Municipal Aid
502-782-4734 (p) | 502-229-6431 (c)
KYTC Local Public Agency Guide

From: Tucker, Shane S (KYTC-D07) <Shane.Tucker@ky.gov>
Sent: Tuesday, October 8, 2024 8:52 AM

To: Feibes, Mark <mfeibes@lexingtonky.gov>; Jones, Jackie M (KYTC) <Jackie.Jones@ky.gov>
Subject: RE: Clays Mill Road Section 1 - 7-224.1 Additional Work Items

Mark,

I'm okay with the proposed CO because in essence it is corrective work. Hopefully, this is the last of the requests and we can officially close this project out. Jackie, what are your thoughts?

Thanks,

Shane

Shane Tucker
Dept.of Highways - District 7 - Planning
(859) 246-2355 OFFICE
(502) 564-2360 DIRECT

From: Mark Feibes <mfeibes@lexingtonky.gov>
Sent: Thursday, October 3, 2024 3:28 PM
To: Tucker, Shane S (KYTC-D07) <Shane.Tucker@ky.gov>; Jones, Jackie M (KYTC) <Jackie.Jones@ky.gov>
Subject: Clays Mill Road Section 1 - 7-224.1 Additional Work Items

****CAUTION** PDF attachments may contain links to malicious sites. Please contact the COT Service Desk ServiceCorrespondence@ky.gov for any assistance.**

Shane and Jackie,

As we are nearly complete with punchlist items for the subject project, ATS has submitted the attached proposals for additional work to address drainage issues caused by the project:

1818 Clays Mill Road – At this property, the elevation of Clays Mill Road was raised, preventing the driveway from draining back to the road as it had previously done, resulting in ponding of water in the driveway. With the proposed driveway regrading, water will shed either back to Clays Mill Road or to the back of the property. The cost to perform this work is $20,130.

2024 Clays Mill Road - This is another location where the elevation of Clays Mill Road was raised. The original design included a yard drain to collect water, but due to the relative flat topography of the yard, localized ponding continues. Adding two more surface inlets will address this problem. The cost to perform this work is $17,250.

I have reviewed the proposals and find them acceptable. Furthermore, there are sufficient unobligated funds in Supplemental Agreement No.4 to cover their cost. Please let me know if you find them acceptable. If so, I will direct ATS to perform the work, and include these items in a final change order submittal at a future date.
Please let me know if you have any questions.

Thanks,

Mark Feibes, P.E.
Section Manager
Department of Environmental Quality and Public Works
Division of Engineering, Design and Construction Section

859.258.3428 office
859.227.6319 cell
lexingtonky.gov

LEXINGTON

250Lex

1775 - 2025

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TO: **Mark Feibes, PE**
LFUCG Project Engineer

FROM: **Dylan Murphy, PE**
ATS Construction Project Manager

DATE: **October 30, 2024**

RE: **Clays Mill Road Widening**
BID NO. 17-2020
Post Construction Signing Changes

After construction of the original signing was completed on the project, LFUCG made additional requests to move some of the signs to Luminary poles using bands and to redo the street name signs to be dual-single sided signs mounted directly to the post. This extra work was performed by a subcontractor while performing punch-list work (originally performed by ATS).

The attached invoice was sent to ATS Construction for both scopes of work. I have broken out the extra work from the punchlist work. This breakout includes the cost to move signs to the luminary poles, add street label signs, and replace posts with longer posts as necessary.

Total Cost (including markup) - $14,963.55

We request that you review and respond to this information at your earliest convenience. Should you have any questions during the review, please feel free to contact me.

Respectfully submitted,

Dylan Murphy, PE
Project Manager
ATS Construction

CC: Doug Burton, PE LFUCG Engineering
Brian Billings, PE ATS Construction
Jamie Davis, Superintendent, ATS Construction
Josh Withrow, PE KYTC

Clays Mill Road Signing Extra Work

Breakout for Extra work only as highlighted in Green on next page

	QTY	UC	MU	UP	Amount
Luminary					
Install	46	$ 125.00	5%	$ 131.25	$ 6,037.50
Premium	46	$ 75.00	5%	$ 78.75	$ 3,622.50
					$ 9,660.00
Sign Change					
14' Post	22	$ 125.00	5%	$ 131.25	$ 2,887.50
16' Post	3	$ 142.00	5%	$ 149.10	$ 447.30
Premium	25	$ 75.00	5%	$ 78.75	$ 1,968.75
					$ 5,303.55
Total					$ 14,963.55

District 7 - Furnishing & Installing Roadway Sheeting Signs

S&L Contracting - Contractor

Master Agreement No. MA-605-2200000202-1

Expires 10/31/2023

County: FAYETTE
Route: CLAYS MILL
Milepoints:

Date: August 22, 2023
DO#: NOT COMPLETED

Completion Date: _____
Inspection Date: _____

Notes:

Items	Description	Unit	Qty	Unit Cost	Total Cost
0	PAY ADJUSTMENT FOR SCALE	EA	96	$75.00	$ 7,200.00
1	REINSTALL EXISTING SIGN	EA	142	$65.00	$9,230.00
2	REINSTALL EXISTING POST	EA	21	$75.00	$1,575.00
3	REMOVE EXISTING SIGNS AND ASSEMBLY	EA	42	$65.00	$2,730.00
4	REPAIR TYPE "D" OMNI-DIRECTIONAL BREAKAWAY SLIP BASE	EA	0	$190.00	$0.00
5	REPAIR CONCRETE SURFACE MOUNT SYSTEM	EA	0	$100.00	$0.00
6	INSTALL BAR CODE AND DATA FILE	EA	0	$8.00	$0.00
7	ANCHOR INSTALLATION THRU CONCRETE or ASPHALT	EA	0	$75.00	$0.00
8	CONCRETE SURFACE MOUNT SYSTEM	EA	0	$212.00	$0.00
9	ANCHOR SIGN POST TO BARRIER WALL	EA	0	$168.00	$0.00
10	LUMINARY, UTILITY, OR SIGNAL POLE INSTALLATION OF SIGNS	EA	46	$125.00	$5,750.00
11	12 GAGE ANCHOR (3' X 2.25" X 2.25") FOR TYPE 1 POST w/ 10 GAGE SOIL STABILIZER	EA	50	$180.00	$9,000.00
12	TYPE "D" OMNI-DIRECTIONAL BREAKAWAY SLIP BASE & ANCHOR	EA	0	$750.00	$0.00
13	7 GAGE HEAVY DUTY ANCHOR (3" X 3" X 48") FOR TYPE I POST (2.5" X 2.5")	EA	0	$500.00	$0.00
14	7 GAGE HEAVY DUTY WINGED ANCHOR (3" X 3" X 36") FOR TYPE I POST (2.5" X 2.5")	EA	0	$300.00	$0.00
15	7 GAGE QUICK DRIVE ANCHOR (3" X 3" X 36") FOR TYPE I POST (2.5" X 2.5")	EA	0	$218.00	$0.00
16	8" TRIANGULAR SLIP BASE BOTTOM INSERT & TOP HALF (USE WITH ITEMS #13 & #14)	EA	0	$150.00	$0.00
17	12 GAGE SQUARE POST (TYPE I) 8' X 2" X 2"	EA	0	$75.00	$0.00
18	12 GAGE SQUARE POST (TYPE I) 10' X 2" X 2"	EA	0	$90.00	$0.00
19	12 GAGE SQUARE POST (TYPE I) 12' X 2" X 2"	EA	0	$107.00	$0.00
20	12 GAGE SQUARE POST (TYPE I) 14' X 2" X 2"	EA	22	$125.00	$2,750.00
21	12 GAGE SQUARE POST (TYPE I) 16' X 2" X 2"	EA	3	$142.00	$426.00
22	12 GAGE SQUARE POST (TYPE I) VAR X 2.50" X 2.50" (USE WITH ITEMS #12 THRU #15)	LFT	0	$15.00	$0.00
23	12 GAGE SQUARE POST (TYPE I) VAR X 2.25" X 2.25" (USE INSIDE ITEM #22)	LFT	0	$13.00	$0.00
24	ALUMINUM SIGN BRACING	LFT	0	$18.00	$0.00
25	REFLECTIVE SIGN POST PANEL (3" X 60")	EA	0	$23.00	$0.00
26	REFLECTIVE SIGN POST PANEL (3" X 72")	EA	0	$26.00	$0.00
27	ADJUSTABLE CHEVRON BRACKET	EA	0	$150.00	$0.00
28	REGULATORY SIGN ≤ 36" IN WIDTH AND HEIGHT (0.080 GAGE, Type XI Sheeting)	SQFT	0.00	$16.80	$0.00
29	REGULATORY SIGN > 36" IN WIDTH OR HEIGHT (0.125 GAGE, Type XI Sheeting)	SQFT	0.00	$18.65	$0.00
30	CUSTOM REGULATORY SIGN ≤ TO 36" IN WIDTH & HEIGHT (0.080 GAGE, Type XI Sheeting)	SQFT	0.00	$18.00	$0.00
31	CUSTOM REGULATORY SIGN > 36" IN WIDTH OR HEIGHT (0.125 GAGE, Type XI Sheeting)	SQFT	0.00	$22.00	$0.00
32	WARNING SIGN ≤ TO 36" IN WIDTH & HEIGHT (0.080 GAGE, Type XI, BLACK / YELLOW)	SQFT	0.00	$16.80	$0.00
33	WARNING SIGN ≤ TO 36" IN WIDTH & HEIGHT (0.080 GAGE,Type XI, FLUORESCENT)	SQFT	0.00	$16.80	$0.00
34	WARNING SIGN > 36" IN WIDTH OR HEIGHT (0.125 GAGE, Type XI, BLACK / YELLOW)	SQFT	0.00	$18.65	$0.00
35	WARNING SIGN > 36" IN WIDTH OR HEIGHT (0.125 GAGE, Type XI, FLUORESCENT)	SQFT	0.00	$18.65	$0.00
36	CUSTOM WARNING SIGN ≤ TO 36" IN WIDTH & HT (0.080 GAGE, Type XI, BLK / YELLOW)	SQFT	0.00	$22.00	$0.00
37	CUSTOM WARNING SIGN ≤ TO 36" IN WIDTH & HT (0.080 GAGE, Type XI, FLUORESCENT)	SQFT	0.00	$22.00	$0.00
38	CUSTOM WARNING SIGN > 36" IN WIDTH OR HT (0.125 GAGE, Type XI, BLK / YELLOW)	SQFT	0.00	$18.65	$0.00
39	CUSTOM WARNING SIGN > 36" IN WIDTH OR HT (0.125 GAGE, Type XI, FLUORESCENT)	SQFT	0.00	$22.00	$0.00
40	TYPE 1 & 4 OBJECT MARKER 18" X 18" WITH NINE RETROREFLECTIVE DEVICES	EA	0	$83.00	$0.00
41	TYPE 2 OBJECT MARKER 6" X 12" WITH THREE RETROREFLECTIVE DEVICES	EA	0	$43.00	$0.00
42	INTERSTATE ROUTE SIGN W/ KENTUCKY 24" X 24"	EA	0	$100.00	$0.00
43	INTERSTATE ROUTE SIGN W/ KENTCUKY 36" X 36"	EA	0	$150.00	$0.00
44	GUIDE, INFO, & SERVICE SIGN ≤ TO 36" IN WIDTH & HEIGHT (0.080 GAGE, Type XI Sheeting)	SQFT	0.00	$16.80	$0.00
45	GUIDE, INFO, & SERVICE SIGN > 36" IN WIDTH OR HEIGHT (0.125 GAGE, Type XI Sheeting)	SQFT	0.00	$18.65	$0.00
46	CUSTOM GUIDE SIGN ≤ TO 36" IN WIDTH & HEIGHT (0.080 GAGE, Type XI Sheeting)	SQFT	0.00	$16.80	$0.00
47	CUSTOM GUIDE SIGN > 36" IN WIDTH OR HEIGHT (0.125 GAGE, Type XI Sheeting)	SQFT	0.00	$18.65	$0.00
	0			**Total:**	**$38,661.00**

TO: **Mark Feibes, PE**
LFUCG Project Engineer

FROM: **Dylan Murphy, PE**
ATS Construction Project Manager

DATE: **December 13, 2024**

RE: **Clays Mill Road Widening**
BID NO. 17-2020
Overall Project Delay Claim

The intent of this letter is to formally submit a construction delay claim proposal for the above referenced project. While several claims have been handled directly through change orders, ATS Construction has experienced a loss of production for several aspects of the job due to factors outside of our control. Pursuant to the contract documents, ATS Construction followed KYTC Specification 105.13 and submitted form TC 63-77 "Notice of Potential Claim" on three occasions as listed below.

Description	Date Submitted
Longview Storm	3/1/2022
Sheridan Storm Conflict	3/1/2022
Culvert Storm Conflicts	3/10/2022

The first two items were handled directly via change order; however the last item (Culvert Storm Conflicts) is where ATS Construction experienced the largest delays and loss of production. Attached to this letter is the original TC 63-77 form submitted on March 10, 2022.

On this day, ATS Construction had mobilized crews and equipment to the area of the proposed box culvert (Approx Sta 196+50) to begin laying the storm sewer pipe that connects to the box culvert for phase 2 construction. During our exploration of utilities, ATS crews found that the existing and proposed waterlines were in the way of installing the storm sewer as well as finding out that the existing Sanitary sewer that crossed the creek was in direct conflict with the proposed storm along with the proposed box culvert installation. Further investigation by the Engineer of Record (EOR) and LFUCG revealed that the existing sanitary sewer would have to be redesigned and rerouted to allow for the proposed storm sewer to be installed.

This haulted the work on the project and started a domino effect of lost production throughout the project that rippled to the very end. The information below will provide background information along with impacts to construction.

Background

As a part of the bid documents for this project, the contractor was to construct the project in two major phases as utility relocations were still ongoing at the time of the bidding. Phase 1 could be worked on immediately and was defined in the bid documents as Station 116+19 to 169+00 (Waco Road to Stratford Drive). Phase 2 was defined as STA 169+00 to 215+95 (Stratford Drive to Harrodsburg Road). As directed by the utility notes, the contractor could not work in phase 2

area until all relocation work was completed. The contractor was also instructed to anticipate all utility relocations to be completed 366 days following the Notice to Proceed which would have been 10/7/2021. Below is the excerpt from the utility notes in the bid proposal.

"Until all Phase 2 utility relocation work is complete, the CONTRACTOR may only work within the Phase 1 area, unless written arrangements have been made with the Engineer to permit specific work in Phase 2. 366 days following Notice to Proceed, the CONTRACTOR can anticipate full access to the Phase 2 area. However, as utility relocation work will be ongoing at the time of contract award, there may be exceptions."

The Notice to proceed was issued October 12, 2020, therefore making the official Phase 2 start date October 13, 2021.

Further, the original bid documents also allowed for a full roadway closure for the construction of the culvert at STA 196+43; however, there are important notes to consider with this closure.

1. Technical Specification B.3 stated that the closure must be restricted to the summer. It became further defined later that "summer" meant from the last school closing to the first school opening. There were approximately 5 schools located along the project corridor and at time of bid the school closings/openings could not be accurately defined. However, given that Phase 2 could not start until 366 days after the Notice to Proceed, it was reasonable to deduct that the following summer after Phase 2 starting would be when the culvert would be constructed which would be the summer of 2022.
2. The bid documents, including the traffic control plans, did not clearly define limits of the closures and how it would be controlled. There was an obvious 4 lane, signalized intersection to the south at Lane Allen and Clays Mill, however the north side of the culvert had multiple approach roads, most of which did not line straight up and no defined road closure limit.

With the information above, ATS Construction was able to prepare a detailed preconstruction schedule for Phase 1 (Waco Road to Stratford) for the first year of the project, however with the unknowns of utility companies and the notice to proceed, we could not prepare a detailed schedule for phase 2. The preconstruction schedule showed us constructing phase 2 during the second year of the project and listed the box culvert being constructed in the summer of 2022. During the first year of the project, we were able to monitor the progress of the utility company relocations in phase 2 and also discuss the sequence of construction once we could begin. During our progress meetings it was discussed and determined the best place for us to start Phase 2 construction was at the box culvert and work our way back towards Lane Allen Blvd. This was based on the current status of utility relocations at the time as well as starting at the low point of the new drainage system in order to maintain drainage throughout phase 2. This would also allow us to tie in the drainage system to the new culvert while the road was closed. All construction materials (including precast) were ordered for this priority and delivered to the project as such.

Challenges and Impacts

As soon as we uncovered the impacts of the waterline and the sewer line, the project immediately was delayed. We had completed all the work we could on Phase 1 for the drainage crew until further questions were answered and we did not have any precast materials built to jump to a different spot on phase 2. We immediately notified LUFCG of the issues and that we were shut down.

It became quickly apparent that the sanitary sewer conflict would require a redesign and would HAVE to be relocated prior to the storm sewer AND the proposed box culvert being constructed. Therefore, ATS Construction met with LFUCG to look at options to continue work in other locations, however there were several challenges that were presented in this path.

The first and biggest challenge was that contrary to the bid documents, utility companies such as gas, water, electric and communications were still not relocated in several locations of phase 2 work after the 366 day deadline. There were places where gas or water mains had been relocated, but the service taps were not. This would create an issue where both existing AND new facilities would have to be worked around to perform construction activities. If a service line was exposed while performing construction activities, we would have to halt operations to confirm if the line was live or dead. In some cases, the utility companies and/or their contractor could not or would not tell us the status of the exposed line. With an urban project such as this with a multitude of residences and service lines, it is expected that utility conflicts should have some impact on the efficiency of construction. A reasonable amount of conflicts were factored into this project; however, the bid documents stated that all utilities should have been relocated by October 13, 2021. The actual final relocation of all utilities was not until Fall of 2022 with a major relocation occurring in the intersection of Lane Allen Blvd and Clays Mill Road.

The next challenge was that none of the precast shop drawings outside of the first area of phase 2 had been approved for construction and were therefore not built. Given the urban nature of the project, it was imperative that the drainage was installed at the same time as the widening excavation was performed.

After discussions with LFUCG officials, we were able to work out a plan that could get the crews back to work. ATS crews had to form and pour and/or modify existing precast boxes to construct Right of Centerline from Stratford to Mitchell Ave. While additional costs for the boxes were handled via a direct change order, excavation crews in a hindered to have to double back to locations to backfill boxes rather than backfilling and compacting immediately after installing the precast wells.

After notifying LFUCG of the sanitary sewer conflicts, LFUCG notified the CDP Engineers, the Engineer of Record (EOR) to investigate and design a relocation of the existing sanitary sewer. During this process, ATS Construction learned that an LFUCG Division of Water Quality (DWQ) project was currently being designed to relocate the sanitary main on the North side of the culvert. This DWQ project and main relocation would need to be taken into account for the redesign of the sanitary that was in conflict with our work. As mentioned earlier in this letter, the TC 63-77 form was submitted on March 10, 2022. Final relocation plans for the sanitary sewer were received June 22, 2022. It is important to note that the relocation PLANS were received approximately one month into the summer shutdown that the culvert was supposed to be constructed in delaying these crews as well. Shop drawings were expedited and approved and precast materials were delivered to the project August 26, 2024 for construction to begin on the relocation of the sanitary sewer.

Conclusion

After all these challenges and impacts, ATS Construction and LFUCG officials met to discuss the remainder of the project. Even though the sanitary had to be relocated, the culvert was delayed by several months, and the crews continually had to jump around to avoid utilities and obstacles to keep work moving, ATS Construction committed to LFUCG that we would have the project substantially complete by the original completion date by any means necessary. ATS crews worked extended hours, provided additional crews, and completely prioritized this project to meet this commitment. We are proud to have partnered with LFUCG and can successfully say that we met this commitment.

With that said, this success did not come without additional costs incurred by ATS Construction. We see that two major items of work were impacted by this loss of production. The first being roadway excavation and the second being Sidewalk construction.

As bid, ATS Construction budgeted Approximately 2,268.95 Manhours to perform the roadway excavation requirements of this project. Actual Manhours used at the end of the project totaled 10,276.5 manhours for a difference of 8,007.55 manhours.

As mentioned previously, ATS Construction bid this project with the idea that all of Phase 2 would be available for construction after the given date. Therefore, construction could commence in an efficient manor in large sections, including the finish work such as Sidewalk construction. With this knowledge, ATS Construction bid this project to slip-form a majority of the sidewalk construction. Since crews continually had to jump around, most of the project had to be hand formed instead which takes more crew members and more time. As seen in Attachment A, we spent an additional 2,952.82 manhours to construct the sidewalk. Attachment B shows additional breakdown of these manhours.

As you can see in Attachment A, an efficiency factor has been applied to each line item. We understand that we are not perfect and some of these manhours may be for corrective or redo work. The purpose of this efficiency factor is to take that into account. Furthermore, given that this is a scale job, I have applied an average wage amount of $50/Hour to account for the different pay scales within the crew. Attachment C shows further breakdown of these manhours.

For these two items, ATS Construction requests payment for **$438,414.80** for additional costs incurred due to the loss of production and delays as described above. Please note that this is ONLY for labor costs. ATS Construction does not intend to seek additional payment for idle equipment, lost profit on other jobs, or any other form of loss so long as LFUCG and ATS Construction come to an agreement on labor costs.

Please review this information and reply at your earliest convenience. ATS Construction values the professional relationship with LFUCG both on this project and all other projects we work on. We look forward to discussing this and finishing this project out.

Respectfully submitted,

Dylan Murphy, PE
Project Manager
ATS Construction

CC: Doug Burton, PE LFUCG Engineering
Brian Billings, PE ATS Construction
Jamie Davis, Superintendent, ATS Construction
Josh Withrow, PE KYTC

Clays Mill Road Claim Summary

			Billing Info			Budgeted		Actual						
Item #	Description	UM	Billed Qty	UP	Billed Amt	MH/Unit	Total MH	MH/Unit	Total MH	Difference	Effeciency Factor	Loss Production MH	Avg $/HR	Amount
90	EXCAVATION AND PLACEMENT	LS	1.00	$ 400,000.00	$ 400,000.00		2,268.95		10,276.50	8,007.55	80%	6,406.04	$ 50.00	$ 320,302.00
190	SIDEWALK 4.5 INCH CONCRETE	SY	9,856.20	$ 35.00	$ 344,967.00	0.146	2,411.68	0.544	5,364.50	2,952.82	80%	2,362.26	$ 50.00	$ 118,112.80

$ 438,414.80

Clays Mill Road - Loss Production Claim Items - Details Info						
Cost Code	**Description**	**Unit**	**Budgeted Quantity**	**Actual Quantity**	**Expected Labor Hours**	**Actual Labor Hours**
Sidewalk						
30.02719.01	SIDEWALK-4 1/2 INCH CONCRETE-MACHINE POUR	SY	8,905.00	1,803.43	235.83	477.50
30.02719.02	SIDEWALK-4 1/2 INCH CONCRETE-HAND POUR	SY	1,100.00	8,063.58	2,175.85	4,887.00
		Totals:	**10,005.00**	**9,867.01**	**2,411.68**	**5,364.50**
Roadway Excavation						
50.02200.01	SITE PREP	MH			180.00	182.00
50.02200.02	TEMP WIDENING/DIVERSIONS GRADING	MH			210.00	237.50
50.02200.03	EXC TO EMB	CY			532.09	2,245.50
50.02200.04	EXC TO WASTE - VULCAN	CY			557.95	2,423.00
50.02200.041	EXCAVATION BY MILLING	CY			-	155.00
50.02200.05	EXC FOR RET WALL	CY			80.00	116.00
50.02200.07	BLUETOP	SY			134.51	176.00
50.02200.08	FINAL DRESS	MH			450.00	3,232.50
50.02568.71	FUEL TRUCK	MH			-	1,475.00
50.02568.72	GREASE TRUCK	MH			-	34.00
				Totals:	**2,144.55**	**10,276.50**

Mark Feibes

From: Mark Feibes
Sent: Tuesday, October 29, 2024 12:35 PM
To: (Shane.Tucker@ky.gov)
Subject: Clays Mill Road 224.1 - Claims Notices
Attachments: 220310TC 63-77-Notice_CulvertStormConflicts.pdf; 220301TC 63-77-Notice_Longview Storm.pdf.pdf; 220301TC 63-77-Notice_SheridanStormSanConflict.pdf

Shane,
Attached are three Notice of Potential Claim forms from ATS for the CMR project. In addition to quantifiable items, they also indicate there each one has delays associated with them.
Thanks,

Mark Feibes, P.E.
Section Manager
Department of Environmental Quality and Public Works
Division of Engineering, Design and Construction Section

859.258.3428 office
859.227.6319 cell
lexingtonky.gov





1775 - 2025

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NOTICE OF POTENTIAL CLAIM

DATE: 3/1/2022

TO: Mark Feibes
Project Engineer

SUBJECT: *603 KAR 2:015 Sections 9 & 10*

PROJECT NO: Clays Mill Road Improvements Cont_Id 209999

COUNTY:

Please accept this letter as Notice of a Potential Claim on the subject project.

BID ITEMS: Maintain and Control Traffic, Storm Sewer, and others not recognized at this time

REASON: On 2/21/22, Relocated waterline in direct conflict with proposed storm sewer pipe crossing Longview Dr. Further investigation showed waterline had been relocated improperly at wrong elevations. Contractor incurred extra costs for traffic control and loss of production as crews had to stop work due to conflict. Claim includes Loss of Production, Overhead, Idle Equipment time, and other delays requiring a time extension.

LOCATION: Longview Drive at Clays Mill Road Intersection where proposed storm sewer crosses Longview Drive.

CONTRACTOR: ATS Construction
BY: Tom R. Billy
TITLE: President

NOTE: The Project Engineer should Acknowledge receipt of this notice Within 7 days by transmitting Form TC 63-78 to Contractor.

RECEIVED BY:
TITLE:
DATE RECEIVED:

NOTICE OF POTENTIAL CLAIM

DATE: 3/1/2022

TO: Mark Feibes
Project Engineer

SUBJECT: *603 KAR 2:015 Sections 9 & 10*

PROJECT NO: Clays Mill Road Improvements Cont_Id 209999

COUNTY:

Please accept this letter as Notice of a Potential Claim on the subject project.

BID ITEMS: Maintain and Control Traffic, Storm Sewer, and others not recognized at this time

REASON: On 2/28/2022, it was discovered that multiple existing Sanitary Sewer facilities are in direct conflict with the proposed storm sewer boxes and pipe lines. This includes, but not limited to, Sanitary Manholes in Conflict with proposed curb boxes and Sanitary Trunk lines crossing at conflicting elevations with proposed storm lines.

LOCATION: Sheridan Drive at Clays Mill Road intersection where proposed storm crosses Sheridan Dr

NOTE: LFUCG is meeting with ATS employees to work out solution, however extra costs for claim include, Loss of production, rework of facilities already placed, and additional work as directed by LFUCG

CONTRACTOR: ATS Construction
BY: [signature]
TITLE: President

NOTE: The Project Engineer should Acknowledge receipt of this notice Within 7 days by transmitting Form TC 63-78 to Contractor.

RECEIVED BY:
TITLE:
DATE RECEIVED:

NOTICE OF POTENTIAL CLAIM

DATE: 3/10/2022

TO: Mark Feibes
Project Engineer

SUBJECT: *603 KAR 2:015 Sections 9 & 10*

PROJECT NO: Clays Mill Road Improvements

Cont_Id 209999

COUNTY:

Please accept this letter as Notice of a Potential Claim on the subject project.

BID ITEMS: Storm Sewer-36 IN, Maintain and Control Traffic, Mobilization, and others not recognized at this time. This in addition to project delays.

REASON: On the afternoon of 3/10/2022, ATS Construction completed the current storm phase and Started exploring the next phase of storm work as discussed in the progress meeting between ATS and LFUCG Upon starting exploratory work, it was observed that several waterlines (new and existing) are in conflict with storm along with an existing sanitary manhole. All work was stopped and the project is on delay as there is no other place for crews to work. Two pipe crews and equipment are idle.

LOCATION: Waterline Conflicts Approx Stations LT 196+25, 195+90, 195+52 (known). Sanitary manhole LT Sta 196+06. Other conflicts possible as waterlines have not been switched to new main.

Additional Note: Further investigation revealed Sanitary sewer crossing the creek will be in conflict with proposed construction as well making a large portion of this sanitary needing to be dealt with.

CONTRACTOR: ATS Construction

BY: Tom R. Billy

TITLE: President

NOTE: The Project Engineer should Acknowledge receipt of this notice Within 7 days by transmitting Form TC 63-78 to Contractor.

RECEIVED BY:

TITLE:

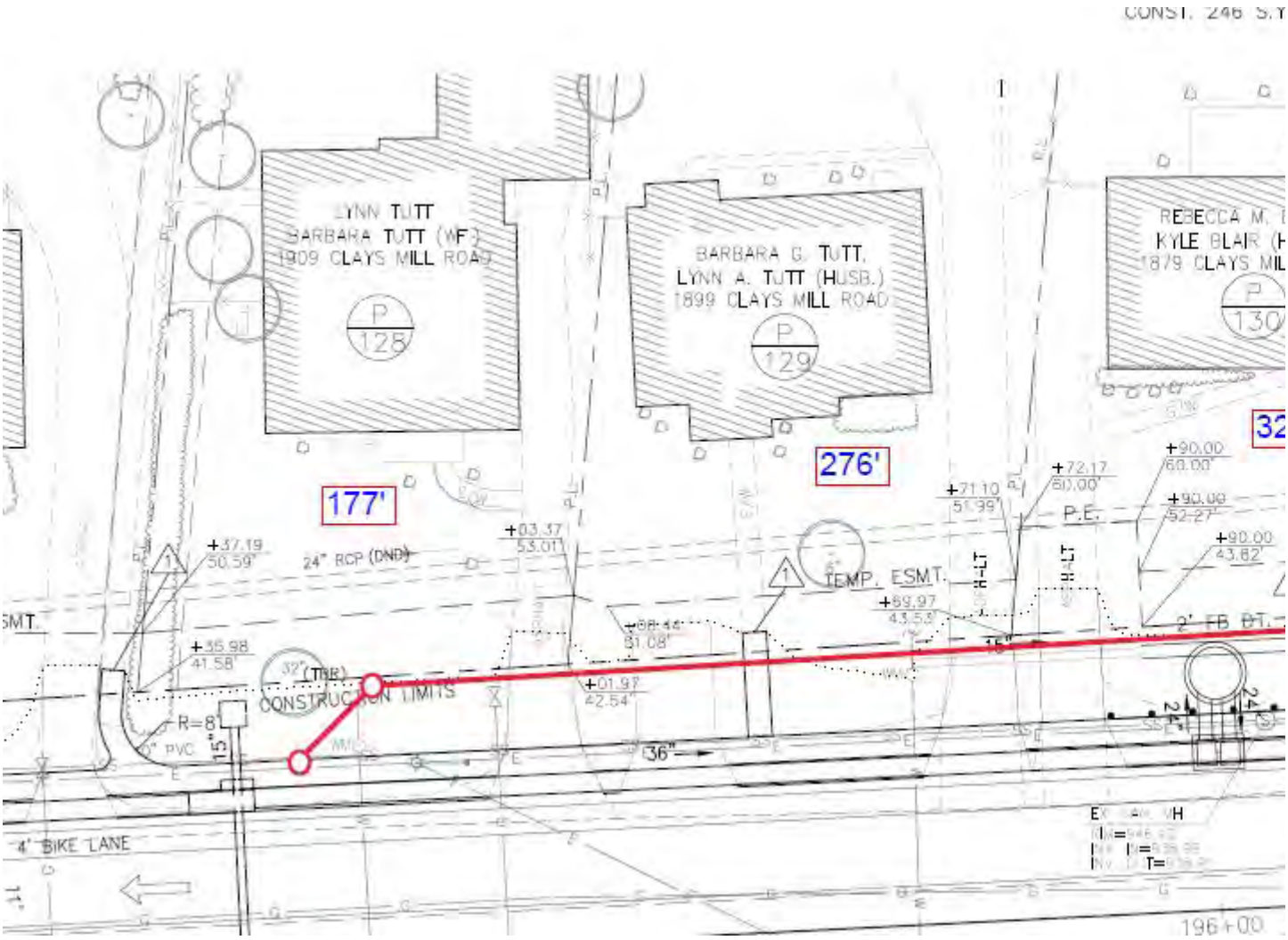
DATE RECEIVED:

Mark Feibes

From: Mark Feibes
Sent: Tuesday, March 15, 2022 9:57 AM
To: (Shane.Tucker@ky.gov); Jones, Jackie (KYTC)
Cc: Josh Withrow (joshua.withrow@ky.gov); Rhodes, Stephen (KYTC-D07); Darrin Wallingford (darrinw@lexingtonky.gov); W. Douglas Burton
Subject: FW: 220310TC 63-77-Notice_CulvertStormConflicts.pdf
Attachments: 220310TC 63-77-Notice_CulvertStormConflicts.pdf; RE: CMR - Friday meeting Follow Up

Shane and Jackie,
ATS has submitted another Notice of Potential Claim. This one is a complicated situation. I've attached the Notice, and also a string of follow-up e-mails related to this matter.
In short: The existing sanitary manholes on either side of the Wolf Run culvert are in the path of the new 36" stormwater pipe. The orange lines In the photo below represent the centerline and outside edges of where the new pipe will go. The farther the sanitary sewer is from the culvert, the farther away it is from the future storm sewer. So, a solution is to abandon a section of existing sanitary sewer and lay new sewer further from the future stormwater pipe. At the bottom of this e-mail is a rough concept.
I'm giving you all this detail because in order to prepare a redesign, we need to conduct a field investigation involving potholing and surveying to identify all potential buried conflicts. ATS is proposing to do this work on a T&M basis. Please let me know if this is an acceptable approach.
As for the delay claim – Doug and I will be meeting with ATS in the future to discuss the specifics.


CAT
308E2
CAUTION
CAUTION
CAUTION



Sincerely,

Mark Feibes, P.E.
Section Manager
Department of Environmental Quality and Public Works
Division of Engineering, Design and Construction Section

859.258.3428 office
859.227.6319 cell
lexingtonky.gov

LEXINGTON

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From: Dylan Murphy <DMurphy@atsconstruction.com>
Sent: Friday, March 11, 2022 7:36 AM
To: Mark Feibes <mfeibes@lexingtonky.gov>
Cc: Withrow, Joshua B (KYTC-D07) <joshua.withrow@ky.gov>; Rhodes, Stephen (KYTC-D07) <stephen.rhodes@ky.gov>; Jamie Davis <JDavis@atsconstruction.com>; Mike McClain <MMcClain@atsconstruction.com>; Brian Billings

<BBillings@atsconstruction.com>; Darrin Wallingford <darrinw@lexingtonky.gov>
Subject: 220310TC 63-77-Notice_CulvertStormConflicts.pdf

[EXTERNAL] Use caution before clicking links and/or opening attachments.

Mark,

Based on our findings yesterday and additional findings in my email last night, please see attached notice of potential claim.

I am about to head on to the site to investigate further before our meeting at 9am.

Thank you,

Dylan Murphy, PE
Project Engineer
ATS Construction
3009 Atkinson Avenue
Suite 400
Lexington, KY 40509
Work: (859) 543-4536
Cell: (859) 559-1001
DMurphy@atsconstruction.com

NOTICE OF POTENTIAL CLAIM

DATE: 4/26/2022

TO: Mark Feibes
Project Engineer

SUBJECT: *603 KAR 2:015 Sections 9 & 10*

PROJECT NO: Clays Mill Road Improvements Cont_Id 209999

COUNTY:

Please accept this letter as Notice of a Potential Claim on the subject project.

BID ITEMS: 10 IN PVC, other incidental items, contract time and other items not known at this time. Supplemental pricing will be required to remove and relay the line

REASON: Upon placing proposed sanitary manhole C4 in the middle of Mitchell Avenue, the invert was discovered to be higher than the invert of the existing manhole that we were to tie on to. Further investigation shows that approved shop drawings had inaccurate inlet/outlet elevations on MH C5 causing the upstream pipe to be laid almost 1' higher

LOCATION: 10 IN Sanitary Sewer between Proposed MH C5 and Proposed MH C4 at Michell Avenue.

Error found 4/26/22 around 3:00PM. Attached documents show approved shop drawing with elevation bust.

CONTRACTOR: ATS Construction
BY: Tom R. Billy
TITLE: President

NOTE: The Project Engineer should Acknowledge receipt of this notice Within 7 days by transmitting Form TC 63-78 to Contractor.

RECEIVED BY:
TITLE:
DATE RECEIVED:

Job Name: CLAYS MILL RD. (SECTION 1)-SO# S2218

Contractor: ATS CONSTRUCTION | Plant: ICAST-KY

Structure ID: **MH-C5 (417+04)** ✓

Spec: Sanitary
Type: Manhole
Size: 48"

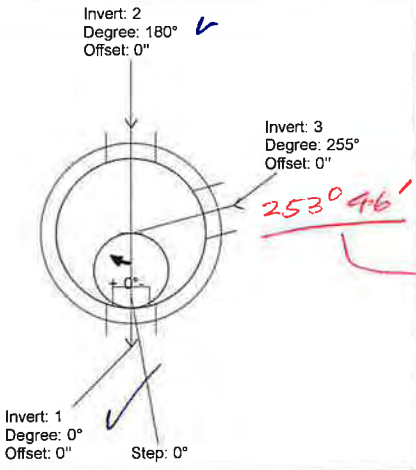
Rim: 963.25' 962.93'
Invert: 954.7' 954.50'
Catch: 3"

Rim to Invert: 8.55' 8.43'
Overall Height: 9.083'
Slack: 2.6"

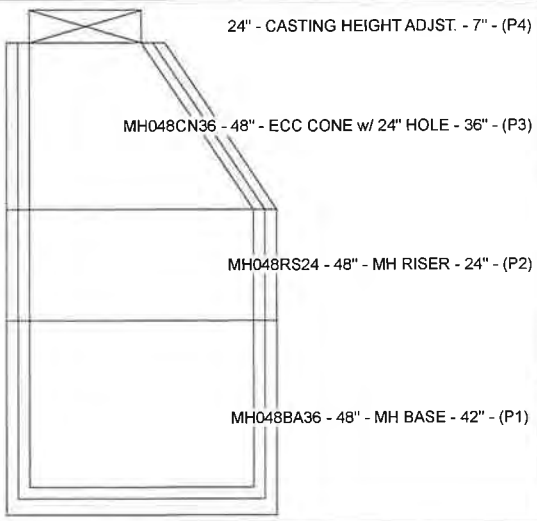
P4)	24" - CASTING HEIGHT ADJST. - 7"	0 lb
P3)	MH048CN36 - 48" - ECC CONE w/ 24" HOLE - 36"	3000 lb
P2)	MH048RS24 - 48" - MH RISER - 24"	1734 lb
P1)	MH048BA36 - 48" - MH BASE - 42"	3712 lb
1)	MH048IV04-08 - 48" - SAN. INV. - 2/3 HEIGHT	1075 lb
2)	48" - DBL 1"x14.5' Butyl (2x)	0 lb
3)	SLEEVE16Y - PSX - 16Y NYLO	24 lb
8)	MHSTEPSAMERICAN - MH Step - 12"	0 lb
	Structure Total:	9545 lb

1) Manhole MH-C5 is the trunkline sewer (in mainline pavement.)
2) Elevations are conflated w/ MH-C6

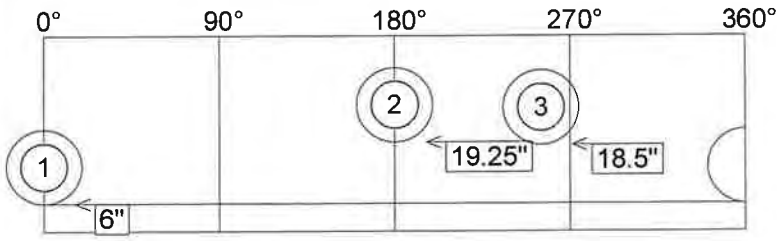
Structure Notes:
-MANUFACTURED TO ASTM C-478 AND LFUCG SPECIFICATIONS.
-MANHOLE FRAME & COVER (BY OTHERS)
-CS-102 1" BUTYL REQUIRED FOR MANHOLE JOINT SEAL (BY ICAST).
-RIM ELEVATION TO BE VERIFIED.



Position	Elev	Angle	Hole	UP (_)	Ext. (cw)	Pipe	Connector	Ref
Rim	963.25'							
Reducer								
Invert 1	954.7'	0° ✓	16"	6"	0"	10" PVC SDR35	PSX 16Y NYLO	P1
Invert 2	955.8'	180° ✓	16"	19.25"	91"	10" PVC SDR35	PSX 16Y NYLO	P1
Invert 3	955.75'	255°	16"	18.5"	129"	10" PVC SDR35	PSX 16Y NYLO	P1
Invert 4								
Invert 5								
Invert 6								



Default - Interior Dimensions



INFRASTRUCTURE PRECAST, INC. BEAVER DAM, KY.

PC: J.H. ROSS, PE
Drawn By: N. RICHARDS

Submittal Drawing
2/7/2022 4:33:05 PM

SUBMITTAL APPROVED BY:

STA. 417+04.74
(10.63' LT STA. 186+77.45) CONST.
4' DIA. SANITARY SEWER MANHOLE
RIM 918.70
INV. IN 955.80 (S)
INV. IN 955.75 (W)
INV. OUT 954.70
EX. 10" PVC
INV. IN 955.08
(INTERPOLATED)
FROM LFUCG WR5-33B
CONST. 21 LF - 10" SANITARY SEWER
(FROM INTERCEPTOR MANHOLE LEFT)
CONST 113 LF - 10" SANITARY S
S = 0.89%
INV. OUT 954.70
FROM LT STA. 416+97.80
INV. OUT 954.95
INV. IN 954.80
0
416+20
416+40
416+60
416+80
417+00
417+20
417+40
417+60
417+8

Mark Feibes

From: McGaha, Tony T (KYTC-D07) <Tony.McGaha@ky.gov>
Sent: Monday, November 18, 2024 8:46 AM
To: Mark Feibes; Tucker, Shane S (KYTC-D07)
Subject: RE: Clays Mill Road 224.1 - Claims Notices

[EXTERNAL] Use caution before clicking links and/or opening attachments.

Yeah, all the info they can give you, the better

From: Mark Feibes <mfeibes@lexingtonky.gov>
Sent: Monday, November 4, 2024 3:12 PM
To: McGaha, Tony T (KYTC-D07) <Tony.McGaha@ky.gov>; Tucker, Shane S (KYTC-D07) <Shane.Tucker@ky.gov>
Subject: RE: Clays Mill Road 224.1 - Claims Notices

Tony,
Thomas Clements of our office brought to my attention a delay claim for the Armstrong Mill Road sidewalk project filed by Louisville Paving. They submitted the attached spreadsheet with a labor, equipment and materials worksheet for each day. Is this the kind of submittal I should ask for from ATS for their Clays Mill Road Section 1 delay claim?
Thanks,

Mark Feibes, P.E.
Section Manager
Department of Environmental Quality and Public Works
Division of Engineering, Design and Construction Section

859.258.3428 office
859.227.6319 cell
lexingtonky.gov

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1775 - 2025

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From: Mark Feibes
Sent: Tuesday, October 29, 2024 2:14 PM
To: McGaha, Tony T (KYTC-D07) <Tony.McGaha@ky.gov>; Tucker, Shane S (KYTC-D07) <Shane.Tucker@ky.gov>
Subject: RE: Clays Mill Road 224.1 - Claims Notices

Tony,
Not exactly. I met with Dylan Murphy last Friday to discuss final punchlist and change order items, and this topic came up. He presented me with a simple spreadsheet of a few bid items showing the number of hours they estimated for

bidding, and compared them to actual hours spent on each bid item. He then multiplied that by an "efficiency factor" – a percentage to reflect what he estimated was due to the delay – to determine the loss production manhours. He admitted that the efficiency factor was rather subjective. I asked him if this is the same methodology ATS uses on KYTC jobs for delay claims. He wasn't sure, as none of his projects with KYTC have involved delay claims. Given this fuzzy approach, I asked Shane this morning for some direction. This project had numerous bumps in the road that slowed down their production, or halted production forcing them to mobilize elsewhere (project was two miles long), in some cases with different crews. Shane pointed me to Standard Spec 105.13, which is rather onerous. Can this be distilled down to some bare essential requirements that I can go back to ATS with?
Thanks,

Mark Feibes, P.E.
Section Manager
Department of Environmental Quality and Public Works
Division of Engineering, Design and Construction Section

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lexingtonky.gov





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From: McGaha, Tony T (KYTC-D07) <Tony.McGaha@ky.gov>
Sent: Tuesday, October 29, 2024 1:30 PM
To: Tucker, Shane S (KYTC-D07) <Shane.Tucker@ky.gov>; Mark Feibes <mfeibes@lexingtonky.gov>
Subject: Re: Clays Mill Road 224.1 - Claims Notices

[EXTERNAL] Use caution before clicking links and/or opening attachments.

Sure, have they submitted anything indicating how much they think they want?

From: Tucker, Shane S (KYTC-D07) <Shane.Tucker@ky.gov>
Sent: Tuesday, October 29, 2024 1:10:36 PM
To: McGaha, Tony T (KYTC-D07) <Tony.McGaha@ky.gov>; Feibes, Mark <mfeibes@lexingtonky.gov>
Subject: FW: Clays Mill Road 224.1 - Claims Notices

****CAUTION** PDF attachments may contain links to malicious sites. Please contact the COT Service Desk ServiceCorrespondence@ky.gov for any assistance.**

Can you assist Mark and I with the process of negotiating a claim? Thanks!

Shane Tucker
Dept.of Highways - District 7 - Planning
(859) 246-2355 OFFICE
(502) 564-2360 DIRECT

From: Mark Feibes <mfeibes@lexingtonky.gov>
Sent: Tuesday, October 29, 2024 12:35 PM
To: Tucker, Shane S (KYTC-D07) <Shane.Tucker@ky.gov>
Subject: Clays Mill Road 224.1 - Claims Notices

****CAUTION** PDF attachments may contain links to malicious sites. Please contact the COT Service Desk ServiceCorrespondence@ky.gov for any assistance.**

Shane,
Attached are three Notice of Potential Claim forms from ATS for the CMR project. In addition to quantifiable items, they also indicate there each one has delays associated with them.
Thanks,

Mark Feibes, P.E.
Section Manager
Department of Environmental Quality and Public Works
Division of Engineering, Design and Construction Section

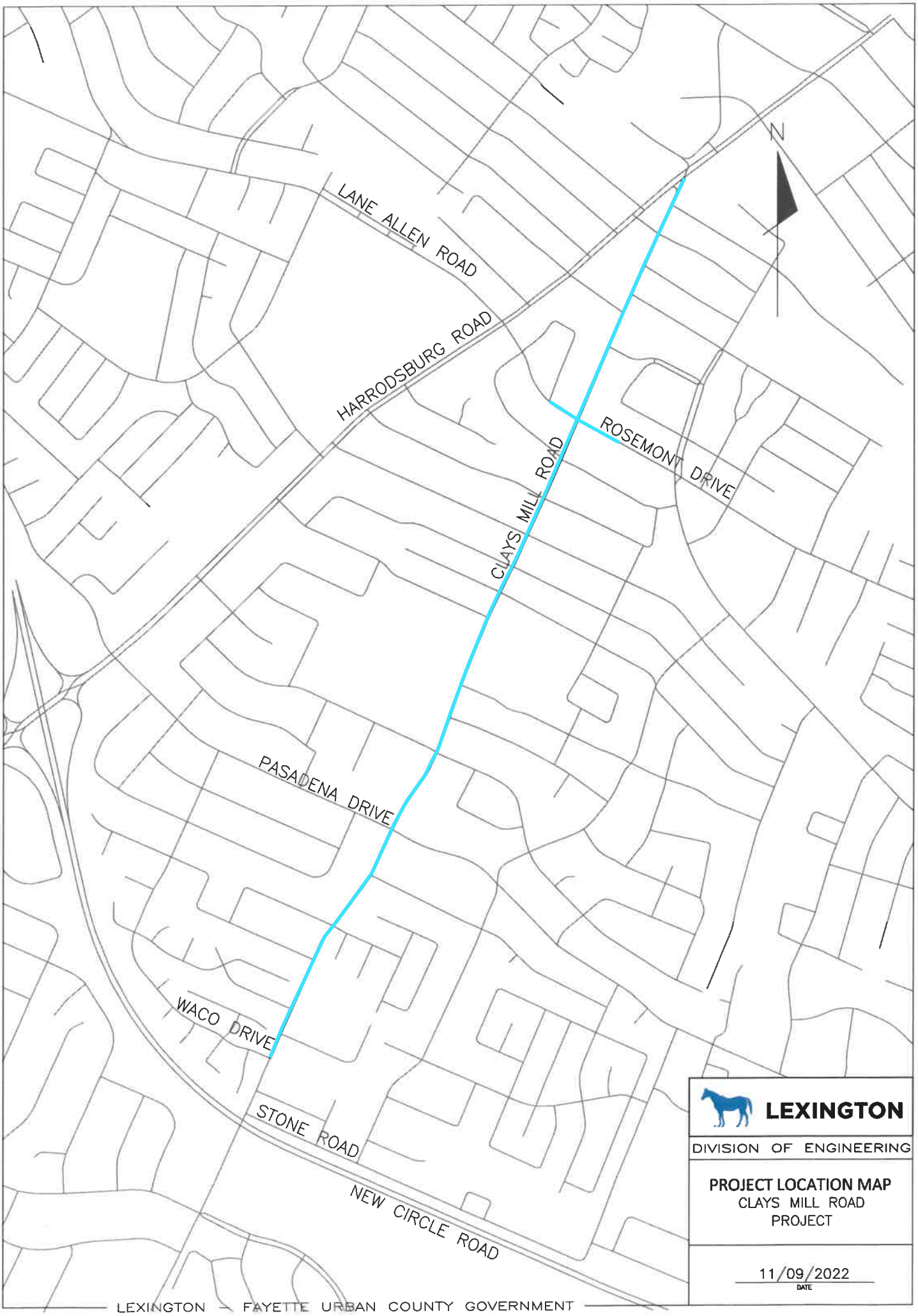
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N
LANE ALLEN ROAD
HARRODSBURG ROAD
ROSEMONT DRIVE
CLAYS MILL ROAD
PASADENA DRIVE
WACO DRIVE
STONE ROAD
NEW CIRCLE ROAD
LEXINGTON
DIVISION OF ENGINEERING
PROJECT LOCATION MAP
CLAYS MILL ROAD
PROJECT
11/09/2022
DATE
LEXINGTON – FAYETTE URBAN COUNTY GOVERNMENT

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 1057-25

File ID:	1057-25	**Type:**	Agenda Item	**Status:**	Agenda Ready
Version:	1	**Contract #:**		**In Control:**	Police
				File Created:	11/05/2025
File Name:	FARO Technologies Inc.			**Final Action:**	

Title: Authorization to establish FARO Technologies Inc. as a sole source vendor and to purchase the FARO 3D Crime Scene Scanner, a high-resolution crime scene data collection system and mapping tool for the period from January 1, 2026 through December 31, 2028. The cost is $5,973.73. Funds are budgeted. (L1057-25)(Weathers/Armstrong)

Notes: RIO 11/5/2025. MS

Sponsors:		**Enactment Date:**	
Attachments:	Cover Memo - FARO Technologies Inc (2026).pdf, FARO Technologies Inc..pdf, SOLE SOURCE CERTIFICATION - FARO TECHNOLOGIES INC. 2026.pdf	**Enactment Number:**	
Deed #:		**Hearing Date:**	
Drafter:	Renita Happy	**Effective Date:**	

History of Legislative File

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

Text of Legislative File 1057-25

Title

Authorization to establish FARO Technologies Inc. as a sole source vendor and to purchase the FARO 3D Crime Scene Scanner, a high-resolution crime scene data collection system and mapping tool for the period from January 1, 2026 through December 31, 2028. The cost is $5,973.73. Funds are budgeted. (L1057-25)(Weathers/Armstrong)

Summary

Authorization to establish FARO Technologies Inc. as a sole source vendor and to purchase the FARO 3D Crime Scene Scanner, a high-resolution crime scene data collection system and mapping tool for the period from January 1, 2026 through December 31, 2028. The cost is $5,973.73. Funds are budgeted. (L1057-25)(Weathers/Armstrong)

Budgetary Implications: YES

Advance Document Review:

Law: Yes, Michael Sanner, October 24, 2025

Risk Management: No

Fully Budgeted: Yes

Account Number: 1101-505506-5561-76102

Year Impact: $5,973.73

Annual Impact: $ -0-

Project:

Activity:

Budget Reference:

Current Balance: $575,454.00

MAYOR LINDA GORTON

LEXINGTON

LAWRENCE WEATHERS
CHIEF
LEXINGTON POLICE DEPT.

TO: Mayor Linda Gorton
Urban County Council

Lawrence B. Weathers

FROM: Chief Lawrence B. Weathers
Lexington Police Department

CC: Commissioner Kenneth Armstrong
Department of Public Safety

DATE: November 5, 2025

SUBJECT: FARO Technologies Inc. – Quote/Maintenance Agreement & Sole Source Certification

---

Request
Authorization to reestablish FARO Technologies Inc. as a sole source vendor and accept the attached Quote/Maintenance Agreement.

Why are you requesting?
The FARO 3D Crime Scene Scanner is an extremely high-resolution crime scene data collection system and mapping tool. The maintenance agreement is necessary to ensure the instrument is maintained and in certified working condition and receives required calibration.

The coverage period is for three years, from January 1, 2026 through December 31, 2028. The total cost is $5,973.73. This is also to reestablish FARO Technologies Inc., as a sole source vendor. The attached agreement requires Council approval and Mayor Gorton's signature.

What is the cost in this budget year and future budget years?
Funds are budgeted - $5,973.73

Are the funds budgeted? Yes – 1101-505506-5561-76102

File Number: 1057-25

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

LBW/rmh

Docusign Envelope ID: D863C7A6-0056-4747-B15F-D4F19916D5EF

FARO Technologies Inc
125 Technology Park, Lake Mary FL
32746-6204
Phone No: 407-333-9911

Account Manager: Richard Britt
Email: richard.britt@faro.com
Sales Support: Jody Westfall
Contact Person: Chris Sizemore

Quotation No: 06700755
Quotation Date: 10/07/2025
Expiration Date: 11/06/2025
Lead Time: 2-6 weeks
Ship: Standard/Ground
Payment Terms: 30 Days net
Delivery Terms: Ex Works Origin

Bill To:

Lexington-Fayette Urban County Governmen
200 E Main St
Lexington,KY,40507-1310
US

Ship To:

Lexington-Fayette Urban County Governmen
Lexington,United States
150 E Main St
Lexington,KY,40507-1318
US

Notes:
The 2 Dongle should be associated to the PN 991906930131125617 and DME5O368RFY7XU9GKV

UNIT COSTS					
ITEM NO.	DESCRIPTION	QTY	UNIT PRICE	DISCOUNT	TOTAL AMOUNT
SMAR51007-3Y	**FARO Zone 3D Expert Maintenance Rnwl 3Y** Zone 3D Expert annual maintenance renewal includes product updates and upgrades (as available), including top tier technical support for three (3) years. Customer must be on the most current software release to purchase this plan. Contract Date: 01/01/2026 - 12/31/2028 DME5O368RFY7XU9GKV	**1**	$ 2,702	$ 0	**$ 2,702**

Docusign Envelope ID: D863C7A6-0056-4747-B15F-D4F19916D5EF

SMAR0900-3Y 	**SCENE MAINT - 3Y RNWL** Contract Date: 01/01/2026 - 12/31/2028 991906930131125617	**1**	$ 3,260	$ 0	**$ 3,260**
SOFTL0002	**Single User Hard Lock** Hard lock (USB Dongle) for one single user subscription license. Software licenses purchased separately. Can be used together with FARO SCENE, CAM2, Faro Zone, RevEng and As-Built Software products.	**2**	$ 239	$ 478	**$ 0**

RECURRING COSTS					
ITEM NO.	DESCRIPTION	YRS	ANNUAL PRICE	DISCOUNT	SUBTOTAL

Total Unit Price:	**$ 6,440.00**
Total Recurring Costs:	**$ 0.00**
Total Discount:	-($ 478.00)
Sub Total:	$ 5,962.00
Shipping & Handling:	$ 11.73
Total Excluding Tax:	$ 5,973.73
Total Taxes:	$ 0.00
Total Due: (USD)	**$ 5,973.73**

Check Payments:
FARO Technologies, Inc.
PO Box 116908
Atlanta, GA 30368-6908

FARO Technologies Inc., 125 Technology Park, Lake Mary FL 32746-6204
Electronic Payments:
FARO Technologies, Inc.
ABA: 061000104
Swift Nbr: SNTRUS3A
USD Account #: 1000009578609

Phone No: 407-333-9911
www.faro.com
Nasdaq: FARO

Docusign Envelope ID: D863C7A6-0056-4747-B15F-D4F19916D5EF

****Note: Taxes on this quote are budgetary estimates and are not binding. Taxes charged will be based on applicable tax rates assessed at the time of final invoice.**

Quote, including FARO ~~Standard~~ Delivery Terms and Conditions, accepted

Signature: _____Print:_____
Title:_____Date:_____
Accounts Payable Name:_____Email:_____

Do you require a PO number to be referenced on the invoice ( ) No ( ) Yes - PO #:_____

Negotiated terms will govern this sale. Changes to FARO's standard Terms and Conditions copied below.

State Entities - Indemnification Exclusion

Notwithstanding anything to the contrary in Section 8.0 of the FARO terms and conditions, the following modifications apply:

1) Definition. For purposes of this Note, "State Entities" means state bodies and directly dependent entities as defined in the applicable state regulations.

2) Exclusion from Mutual Indemnification Obligations. State Entities are excluded from the scope of the indemnification obligations set forth in Section 8.0. Accordingly, State Entities shall have no obligation to indemnify FARO under Section 8.0.

Section 9.04 - Governing Law

For Orders in the United States, the terms and conditions hereof shall be governed by and construed in accordance with the laws of the State of Kentucky, United States of America, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof. Purchaser and FARO agree that the sole and exclusive jurisdiction and venue for purposes of any and all lawsuits, disputes, causes of action, arbitrations or mediations in the United States of America shall be in a Court of competent jurisdiction of Fayette County, Kentucky.

Signed by:

Signature: Rodney L Chaffee
6A54B7DC472643B...

Name: Rod Chaffee

Title: Vice President of Sales

Date: 10/24/2025

Docusign Envelope ID: D863C7A6-0056-4747-B15F-D4F19916D5EF

PURCHASE AGREEMENT AND CONDITIONS OF SALE: As a condition of this agreement, the applicable contract terms are FARO's ~~Standard~~ Terms and Conditions of Sale, or, if the Parties have entered into current master sales terms, such negotiated master terms.

The FARO Standard Terms and Conditions can be found at the following Web link (if such is not an active link, please copy and paste the Web address into a Web browser):
https://www.faro.com/terms/

You can also obtain the terms from your FARO sales representative or please email Contracts.AMER@faro.com for a copy.

The following article contains all our calibration information under their respective product headings
https://knowledge.faro.com/Essentials/Hardware/Compensation_Calibration_and_Certification_Standards_for_FARO_Devices

Negotiated terms will govern this sale. Please see previous page for chnages to FARO's terms and conditions

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 Lieutenant Chris Sizemore Division/Dept: Police / Public Safety

Phone: 859-258-3541 Email csizemore@lexingtonpolice.ky.gov

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

Cost: $5973.73

Sole Source Request for the Purchase of: FARO Scanner Maintenance & License.

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: FARO Technologies

Contact Name: Amanda Cardoso

Address: 250 Technology Park, Lake Mary, FL 32746

Phone: 407-333-9911 Email: Amanda.Cardoso@faro.com

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

JUSTIFICATION FOR SOLE SOURCE CERTIFICATION

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.**

The FARO 3D Crime Scene Scanner is an extremely high resolution crime scene data collection system and mapping tool. The requested maintenance agreement is needed to ensure the instrument is maintained in certified working condition and receives required calibration.

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: Leica has unique re-calibration equipment needed to service this particular 3D scanner.

☐ 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.).**

I have been in contact with FARO Technologies who advised they do not use outside vendors for their product or support. I have also conducted internet research which confirms this assertion.

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 price for this maintenance agreement is consistent with maintenance agreements for similar systems.

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

By continuing to re-license and support the existing hardware, the cost of procurement of new hardware is avoided. The cost of the 3D Scanner system was approximately $84,000.

Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 1058-25

File ID:	1058-25	**Type:**	Agenda Item	**Status:**	Agenda Ready
Version:	1	**Contract #:**		**In Control:**	Parks and Recreation
				File Created:	11/05/2025
File Name:	Raven Run Rumpke Agreement			**Final Action:**	

Title: Authorization to execute a contract agreement between Rumpke Waste and Recycling and the Lexington-Fayette Urban County Government Division of Parks and Recreation. The term of the agreement is three years and will cost $5,000 for the first fiscal year. Funds are budgeted. (L1058-25) (Conrad/Ford)

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	Blue Sheet Memo Rumpke 2025 - Signed, Raven Run-Rumpke Agreement 110125	**Enactment Number:**	
Deed #:		**Hearing Date:**	
Drafter:	Roger Daman	**Effective Date:**	

History of Legislative File

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

Text of Legislative File 1058-25

Title

Authorization to execute a contract agreement between Rumpke Waste and Recycling and the Lexington-Fayette Urban County Government Division of Parks and Recreation. The term of the agreement is three years and will cost $5,000 for the first fiscal year. Funds are budgeted. (L1058-25) (Conrad/Ford)

Summary

Authorization to execute a contract agreement between Rumpke Waste and Recycling and the Lexington-Fayette Urban County Government Division of Parks and Recreation. The term of the agreement is three years and will cost $5,000 for the first fiscal year. Funds are budgeted. (L1058-25) (Conrad/Ford)

Budgetary Implications [select]: No

Advance Document Review:

Law: Yes, Completed by William Razor, 10/31/2025

Risk Management: No

Fully Budgeted [select]: Yes

Account Number: 1101-707605-7558-76101

This Fiscal Year Impact: $5,000

Annual Impact: $8,000

Project:

Activity:

Budget Reference:

Current Balance: $7,125.71

LINDA GORTON
MAYOR

LEXINGTON

MONICA CONRAD
DIRECTOR
PARKS & RECREATION

MEMORANDUM

TO: **Linda Gorton, Mayor**
Sally Hamilton, CAO
Urban County Council Members

FROM: **Monica Conrad, Director**
Parks and Recreation

RE: **Raven Run Nature Sanctuary 2025 Rumpke Waste and Recycling Contract**

DATE: **November 4, 2025**

Request

This is a request for Council approval of contract agreement between Rumpke Waste and Recycling and the Lexington-Fayette Urban County Government Division of Parks and Recreation. Term of the agreement is 3 years and automatically renews unless written notice is given by either party.

Why are you requesting?

Department needs this action completed because: The dumpster will be used to collect refuse from Raven Run and Kelley's Landing Parks.

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

The cost for this FY is: $5,000.00

The cost for future FY is: $8,000.00

Are the funds budgeted? Yes

The funds are budgeted or a budget amendment is in process: Yes

Account numbers: 1101-707605-7558-76101.

File Number: 1058-25

Director/Commissioner: Conrad/Ford

CUSTOMER SERVICE AGREEMENT

Rumpke of Kentucky, Inc.

SERVICE NAME: RAVEN RUN NATURE SANCTUARY

SERVICE ADDRESS: 3885 Raven Run Wy
CITY, STATE ZIP Lexington, KY 40515
COUNTY:

BILLING NAME: RAVEN RUN NATURE SANCTUARY

BILLING ADDRESS: 3885 Raven Run Wy
CITY, STATE ZIP: Lexington, KY 40515

CUSTOMER ACCOUNT NUMBER:
CONTACT NAME: CHRISTOPHER POEHNER
PHONE NUMBER: 859-413-0622

Service Type (circle) RO \ FL\ RL\ RCY \ Toter \ PT \other

Equipment Delivery Date: TBD
Service Effective Date: TBD

Pricing\additional Terms:

(1) 6YD REAR LOAD DUMPSTER, SERVICED BIWEEKLY, $100 PER MONTH BASE RATE.

* All services are subject to fuel surcharges(see www.rumpke.com for additional information)

TERMS AND CONDITIONS OF AGREEMENT

(1) **SERVICES RENDERED:** Customer grants to Rumpke the exclusive right to collect and dispose of all solid waste material and recyclables and agrees to make the payments as provided for herein and Rumpke agrees to furnish such services and equipment specified herein, all in accordance with the terms of the Agreement.

(2) **WASTE MATERIAL:** The Waste Material to be collected and disposed of or recycled by Rumpke includes all solid waste material and recyclables, generated by the Customer ("Waste Material"), except that *Waste Material specifically excludes all materials that are regulated as hazardous, infectious, biomedical, explosive, toxic, radioactive, volatile, and/or highly flammable as defined by applicable federal, state or local laws.*

(3) **TERM:** The initial term of this Agreement is three years from *the later of*: 1) the date of the Service Effective Date; or 2) the first day following the expiration date of any pre-existing agreement for the collection and disposal of Waste between Customer and another waste service company provider. This Agreement shall automatically renew thereafter for successive three year terms unless either party shall give written notice of their intent not to renew the Agreement by certified mail not less than (60) days nor more than one hundred and twenty (120) days prior to the expiration of the initial term or renewal term.

(4) **RATE ADJUSTMENTS:** Rumpke may adjust the rates hereunder to reflect and pass through to the Customer any new or additional generation or disposal fees, taxes and/or surcharges levied on Rumpke by federal, state or local governmental entity. Rumpke reserves the right to adjust rates charged hereunder to reflect changes in CPI, processing, fuel, or increased transportation. Rumpke may increase rates for reasons other than set forth above with the consent of the Customer, which may be evidenced verbally, in writing, or by the actions and practices of the parties.

(5) **CHANGES:** Changes in the, type, size and amount of equipment and frequency of service may be agreed to orally or in writing by the parties. Consent to oral changes shall be evidenced by the actions and practices of the parties.

(6) **EQUIPMENT RESPONSIBILITY**: Customer acknowledges that it has under its custody and management, equipment owned by Rumpke (the "Equipment") and accepts responsibility for the Equipment and Waste Material disposed therein. To the extent allowable by law, Customer shall defend, indemnify and hold Rumpke harmless from and against any and all claims, loss, liability, and expenses (including reasonable attorney's fees) for: (a) Rumpke's collections, transportation, treatment, storage and/or disposal of waste not conforming to Waste Material, as defined herein; (b) loss or damage to the property of Customer or third party or injury to or death of a person or persons resulting from or arising in any manner out of Customer's use, operation or possession of the Equipment furnished under this Agreement; this shall not be deemed a waiver of sovereign immunity or any other third party defense. Customer agrees not to overload (by weight or volume), move or alter the Equipment, and shall use the Equipment only for its proper and intended purpose. Customer agrees to provide unobstructed access to the Equipment on the scheduled collection day and Customer agrees to pay the associated fees for the additional service required due to Customer's failure to provide such access. Customer acknowledges that Rumpke shall not be liable for any damages to pavement, curbing, or other driving surfaces resulting from weight of Rumpke's vehicles.

(7) **HOLD HARMLESS:** Neither party shall be liable, for any, consequential, incidental or special damages or loss of business profits however arising, as a result of their performance, or failure to perform under this Agreement, except as provided herein.

(8) **LIQUIDATED DAMAGES:** In the event Customer terminates or defaults under this Agreement, Customer agrees to pay Rumpke, as liquidated damages, a sum equal to the Customer's monthly service rate multiplied by 6, plus a container removal fee of $100 per container.

(9) **PAYMENT:** Customer agrees to pay all amounts due NET 10 days, with any amounts not paid within 30 days of invoicing subject to 1.5% service charge per month until paid.

(10) **MISCELLANEOUS:** Upon execution, this Agreement represents the entire understanding and agreement between parties hereto and supersedes any and all prior agreements, written and oral, that may exist between parties regarding the same. This Agreement shall apply to changes of and new service address locations of Customer within the area Rumpke provides such service shall be binding upon the parties, their successors and assigns. Neither party shall be liable for its failure to perform hereunder due to contingencies beyond its reasonable control including, but not limited to civil commotion, strikes, riots, acts of God, or decrees of local, state or federal governmental bodies, agencies or courts. In the event of breach of this Agreement, the breaching party shall pay all reasonable attorney's fees, collection fees and costs of the party incident to any action brought to enforce this Agreement.

(11) **RIGHT TO COMPETE**: Customer grants to Rumpke the right to compete with any offer which Customer receives (or intends to make) relating to the provisions of solid waste collection and disposal services upon the termination of this Agreement for any reason, and agrees to give Rumpke written notice of such offer and a reasonable opportunity to respond to it.

Customer (Corporate Name): _____

Name/title: _____

Signature: _____

Date: _____

Rumpke of Kentucky, Inc.

Authorized Representative: _____

Printed: Christian King

Date: _____

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 1060-25

File ID:	1060-25	**Type:**	Agenda Item	**Status:**	Agenda Ready
Version:	1	**Contract #:**		**In Control:**	Water Quality
				File Created:	11/05/2025
File Name:	Huber Technology Sole Source-Fine Screen Repair			**Final Action:**	

Title: Authorization to approve a sole source purchase of field service repairs and parts for 3 Huber Technology Fine Screens & 3 Wash Press Units located in the Headworks Building at Town Branch WWTP in the amount of $123,628.57. Funds are budgeted. (L1060-25)(Martin/Albright)

Notes:

Sponsors:

Enactment Date:

Attachments: Huber Blue Sheet, Huber_New_Sole Source Certification Form 10-1-2023, Huber_Quote C1002028 Lexington, KY

Enactment Number:

Deed #:

Hearing Date:

Drafter: Christina King/ Brad Pennington

Effective Date:

History of Legislative File

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

Text of Legislative File 1060-25

Title

Authorization to approve a sole source purchase of field service repairs and parts for 3 Huber Technology Fine Screens & 3 Wash Press Units located in the Headworks Building at Town Branch WWTP in the amount of $123,628.57. Funds are budgeted. (L1060-25) (Martin/Albright)

Summary

Authorization to approve a sole source purchase of field service repairs and parts for 3 Huber Technology Fine Screens & 3 Wash Press Units located in the Headworks Building at Town Branch WWTP in the amount of $123,628.57. Funds are budgeted. (L1060-25) (Martin/Albright)

Budgetary Implications [select]: Yes

Advance Document Review:

Law: Yes Todd Henning 10/31/2025

Risk Management: no
Fully Budgeted [select]: Yes
Account Number:4002-303402-0001-91017
This Fiscal Year Impact: $123,628.57
Annual Impact: $
Project:
Activity:
Budget Reference:
Current Balance: $894,382.20

MAYOR LINDA GORTON

LEXINGTON

CHARLES H. MARTIN, P.E.
DIRECTOR
WATER QUALITY

To: Mayor Linda Gorton
Urban County Council

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

Date: October 30, 2025

Subject: Field Repair Services for Fine Screen and Wash Presses at Town Branch WWTP

Request

This memorandum requests approval for the Sole Source purchase of field service repairs and parts for three Huber Technology Fine Screens and three Wash Press units located in the Headworks Building at Town Branch WWTP in the amount of $123,628.57. Huber Technology is the exclusive representative for Huber parts and repair services in this area.

Purpose of Request

The purpose of this request is to purchase parts and field service repairs for Fine Screen and Wash Presses that are due for a complete rebuild. Fine Screens are starting to show mechanical wear and alignment issues. Huber Technology recommends a full rebuild of the Fine Screens and Wash Presses every 3 to 5 years.

Replace/Repair Cost in FY26

The quote from Huber Technology for field service repair and parts is $123,628.57

Are Funds Budgeted

Funds are budgeted in 4002 303402 001 91017

Martin / Albright

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 ($2,500-$10,000), formal quotes ($10,001 - $39,999.99), or formal bid ($40,000 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 $40,000 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 Brad Pennington Division/Dept Water Quality - Town Branch WWTP

Phone (859) 425-2421 Email bpennington@lexingtonky.gov

Type of Purchase: ■ Goods/Materials/Equipment ☐ Services

Cost: $123,628.57

Sole Source Request for the Purchase of: Rebuild services and parts for (3) Fine Screen and (3) Wash Press units at the Headworks Complex, Town Branch WWTP

■ 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 Huber Technogy

Contact Name David Abernathy

Address 1009 Airlie Parkway | Denver, NC 28037 | United States

Phone (704) 966-2260 Email david.abernathy@hhuse.net

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.**

All items are for the repair of our Huber Fine Screen equipment. These items are specialty/proprietary parts, bearings, seals, gaskets,misc. electrical items, and other misc. specialty hardware. Huber Technology provides field service technicians and support. Most items are distributed by Huber Technology.

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:
-

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.).**

Huber Technology is the maker and distributer of the majority parts for our Huber Fine Screen equipment. Huber Technology also provides field service technicians and technical support.

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.)

I have very limited options to purchase the majority of these parts and services from another source. Town Branch WWTP is designed to use this equipment.

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

Cost savings would come from Huber Technology support to reduce any downtime.

Billing Address
Lexington-Fayette/LFUCG
200 E Main Street
Lexington, KY 40507
UNITED STATES

Delivery Address
Town Branch WWTP
301 Jimmie Campbell Drive
Lexington, KY 40504
UNITED STATES

OFFER: **C1002028 / V1**
Your Reference: Lexington, KY 286229

Your Reference: (3)286229_294100_SSF-HE 5000X1026X6
(2) 286229_292100_WAP/2 V2A

Date printed: 10/27/25
Our Reference: David Abernathy
Phone:
Email: David.Abernathy@hhusa.net

Customer No.: 114516

This proposal has been prepared following the on-site visits and evaluations carried out by our HUBER Service Advisor, Jay Byrnes. The scope of the proposed items are based on the current needs for complete rebuilds of the unit. This offer is intended to be a complete package aiming to reduce downtime while supporting the long term realability and availabiltiy of your system.

Pos	Quantity	Unit	Item Description	Price USD	Total USD Tax (%)
			____PARTS FOR SSF STEPSCREEN UNIT 1____		
10/1	59.00	pcs	505307 lamella doubling SSF/6 t2 L252 W122 H6	36.37	**2,145.83** 0%
20/1	100.00	pair	505224 spacer SS#6 t2 T5,8-5,9	2.58	**258.00** 0%
30/1	3.00	pcs	700501 flange bearing RVFW 50 S	136.38	**409.14** 0%
31/1	8.00	pcs	702683 hexagon bolt DIN 933 M12x 40	2.07	**16.56** 0%
32/1	8.00	pcs	702839 hexagon nut DIN 934 M12	1.50	**12.00** 0%
33/1	8.00	pcs	702426 washer DIN 125 A13,0	0.64	**5.12** 0%
34/1	2.00	pcs	702330 retaining ring DIN 471 50x2,00	12.86	**25.72** 0%

Offer: **C1002028**
Date printed: 10/27/25
Page: 2 (12)

Pos	Quantity	Unit	Item Description	Price USD	Total USD Tax (%)
35/1	4.00	pcs	703480 countersunk screw ISO 10642 M12x 45	1.35	**5.40** 0%
36/1	4.00	pcs	702839 hexagon nut DIN 934 M12	1.50	**6.00** 0%
37/1	4.00	pcs	702426 washer DIN 125 A13,0	0.64	**2.56** 0%
40/1	2.00	pcs	504427 eccenter SSF 90x50x138,5 50h7/50H7	1,255.95	**2,511.90** 0%
50/1	2.00	pcs	709602 feather key DIN 6885 A14x 9x 63	9.01	**18.02** 0%
60/1	3.00	pcs	703071 proximity switch M18 IP68 t<40 XS618B1MAL2	239.09	**717.27** 0%
70/1	3.00	pcs	713252 cable gland M16 WAZU 184.1708 noEx incl. 578.17	3.30	**9.90** 0%
80/1	8.00	pcs	302903 elbow lever with bush 300x 85x20 H30 bo40	1,120.27	**8,962.16** 0%
90/1	16.00	pcs	505460 shaft D 40f9/25h9 L40,8 DE28LC	174.86	**2,797.76** 0%
100/1	32.00	pcs	52112744 sleeve 10,5/ 19,05x 31	12.73	**407.36** 0%
110/1	8.00	pcs	52112727 plate 150x 60x 6,35 2xbo7	58.56	**468.48** 0%
130/1	1.00	pcs	10109720 Kluber Paste 70g Tube	41.85	**41.85** 0%
140/2	1.00	pcs	10065666 LOCTITE 648 Kit	140.99	**140.99** 0%
			____PARTS FOR WASHPRESS UNIT 1___		
160/1	18.00	pcs	708616 set screw DIN 914 M 5x 6	0.23	**4.14** 0%
170/1	3.00	wdg	704093 strip brush D 222 d 170 d0,60 W 8 h10 BL16 H26	83.58	**250.74** 0%
171/1	1.00	pcs	506675 sleeve 110H8/140x 47	1,253.63	**1,253.63** 0%
180/1	6.00	pcs	501813 wear bar 30/ 6x 320	284.30	**1,705.80** 0%
190/1	30.00	pcs	706938 cap screw DIN 912 M10x 12	1.23	**36.90** 0%
200/1	30.00	pcs	702425 washer DIN 125 A10,5	0.46	**13.80** 0%

HUBER TECHNOLOGY
WASTE WATER Solutions

Offer: **C1002028**
Date printed: 10/27/25
Page: 3 (12)

Pos	Quantity	Unit	Item Description	Price USD	Total USD Tax (%)
210/1	4.50	m	703533 edge protection profile s 8 t2,0-5,0	27.02	**121.59** 0%
220/1	1.00	pcs	702012 flat jet nozzle JCQ2310 3/8" 60° 3 bar: 31 l/min	30.86	**30.86** 0%
230/1	1.00	pcs	713955 spherical roller bearing 22313EXQW33 d 65 D140 W48	336.87	**336.87** 0%
240/1	2.00	pcs	702333 Nilos sealing ring 22313 JV CrNi d77,5 D140	59.14	**118.28** 0%
250/1	1.00	pcs	702338 grooved ring 90/110x12	267.44	**267.44** 0%
260/1	1.80	m	10451562 edge protection profile s13,46 t0,79-3,94	24.32	**43.78** 0%
280/1	1.00	pcs	10109720 Kluber Paste 70g Tube	41.85	**41.85** 0%
290/1	1.00	pcs	10065666 LOCTITE 648 Kit	140.99	**140.99** 0%
295/1	1.00	pcs	10000002 Hardox welding rods	200.00	**200.00** 0%
			___PARTS FOR SSF STEPSCREEN UNIT 2___		
300/1	59.00	pcs	505307 lamella doubling SSF/6 t2 L252 W122 H6	36.37	**2,145.83** 0%
310/1	100.00	pair	505224 spacer SS#6 t2 T5,8-5,9	2.58	**258.00** 0%
320/1	3.00	pcs	700501 flange bearing RVFW 50 S	136.38	**409.14** 0%
330/1	8.00	pcs	702683 hexagon bolt DIN 933 M12x 40	2.07	**16.56** 0%
340/1	8.00	pcs	702839 hexagon nut DIN 934 M12	1.50	**12.00** 0%
350/1	8.00	pcs	702426 washer DIN 125 A13,0	0.64	**5.12** 0%
360/1	2.00	pcs	702330 retaining ring DIN 471 50x2,00	12.86	**25.72** 0%
370/1	4.00	pcs	703480 countersunk screw ISO 10642 M12x 45	1.35	**5.40** 0%
380/1	4.00	pcs	702839 hexagon nut DIN 934 M12	1.50	**6.00** 0%
390/1	4.00	pcs	702426 washer DIN 125 A13,0	0.64	**2.56** 0%

HUBER TECHNOLOGY
WASTE WATER Solutions

Offer: **C1002028**
Date printed: 10/27/25
Page: 4 (12)

Pos	Quantity	Unit	Item Description	Price USD	Total USD Tax (%)
400/1	2.00	pcs	504427 eccenter SSF 90x50x138,5 50h7/50H7	1,255.95	**2,511.90** 0%
410/1	2.00	pcs	709602 feather key DIN 6885 A14x 9x 63	9.01	**18.02** 0%
420/1	3.00	pcs	703071 proximity switch M18 IP68 t<40 XS618B1MAL2	239.09	**717.27** 0%
430/1	3.00	pcs	713252 cable gland M16 WAZU 184.1708 noEx incl. 578.17	3.30	**9.90** 0%
440/1	8.00	pcs	302903 elbow lever with bush 300x 85x20 H30 bo40	1,120.27	**8,962.16** 0%
450/1	16.00	pcs	505460 shaft D 40f9/25h9 L40,8 DE28LC	174.86	**2,797.76** 0%
460/1	32.00	pcs	52112744 sleeve 10,5/ 19,05x 31	12.73	**407.36** 0%
461/1	8.00	pcs	52112727 plate 150x 60x 6,35 2xbo7	58.56	**468.48** 0%
480/1	1.00	pcs	10109720 Kluber Paste 70g Tube	41.85	**41.85** 0%
490/1	1.00	pcs	10065666 LOCTITE 648 Kit	140.99	**140.99** 0%
			___PARTS FOR WASHPRESS UNIT 2___		
500/1	18.00	pcs	708616 set screw DIN 914 M 5x 6	0.23	**4.14** 0%
510/1	3.00	wdg	704093 strip brush D 222 d 170 d0,60 W 8 h10 BL16 H26	83.58	**250.74** 0%
520/1	1.00	pcs	506675 sleeve 110H8/140x 47	1,253.63	**1,253.63** 0%
530/1	6.00	pcs	501813 wear bar 30/ 6x 320	284.30	**1,705.80** 0%
540/1	30.00	pcs	706938 cap screw DIN 912 M10x 12	1.23	**36.90** 0%
550/1	30.00	pcs	702425 washer DIN 125 A10,5	0.46	**13.80** 0%
560/1	4.50	m	703533 edge protection profile s 8 t2,0-5,0	27.02	**121.59** 0%
570/1	1.00	pcs	702012 flat jet nozzle JCQ2310 3/8" 60° 3 bar: 31 l/min	30.86	**30.86** 0%
580/1	1.00	pcs	713955 spherical roller bearing 22313EXQW33 d 65 D140 W48	336.87	**336.87** 0%

Offer: **C1002028**
Date printed: 10/27/25
Page: 5 (12)

Pos	Quantity	Unit	Item Description	Price USD	Total USD Tax (%)
590/1	2.00	pcs	702333 Nilos sealing ring 22313 JV CrNi d77,5 D140	59.14	**118.28** 0%
600/1	1.00	pcs	702338 grooved ring 90/110x12	267.44	**267.44** 0%
710/1	1.80	m	10451562 edge protection profile s13,46 t0,79-3,94	24.32	**43.78** 0%
730/1	1.00	pcs	10109720 Kluber Paste 70g Tube	41.85	**41.85** 0%
740/1	1.00	pcs	10000002 Hardox welding rods	200.00	**200.00** 0%
			___PARTS FOR SSF STEPSCREEN UNIT 3___		
750/1	59.00	pcs	505307 lamella doubling SSF/6 t2 L252 W122 H6	36.37	**2,145.83** 0%
760/1	100.00	pair	505224 spacer SS#6 t2 T5,8-5,9	2.58	**258.00** 0%
770/1	3.00	pcs	700501 flange bearing RVFW 50 S	136.38	**409.14** 0%
780/1	8.00	pcs	702683 hexagon bolt DIN 933 M12x 40	2.07	**16.56** 0%
790/1	8.00	pcs	702839 hexagon nut DIN 934 M12	1.50	**12.00** 0%
800/1	8.00	pcs	702426 washer DIN 125 A13,0	0.64	**5.12** 0%
810/1	2.00	pcs	702330 retaining ring DIN 471 50x2,00	12.86	**25.72** 0%
820/1	4.00	pcs	703480 countersunk screw ISO 10642 M12x 45	1.35	**5.40** 0%
830/1	4.00	pcs	702839 hexagon nut DIN 934 M12	1.50	**6.00** 0%
840/1	4.00	pcs	702426 washer DIN 125 A13,0	0.64	**2.56** 0%
850/1	2.00	pcs	504427 eccenter SSF 90x50x138,5 50h7/50H7	1,255.95	**2,511.90** 0%
860/1	2.00	pcs	709602 feather key DIN 6885 A14x 9x 63	9.01	**18.02** 0%
870/1	3.00	pcs	703071 proximity switch M18 IP68 t<40 XS618B1MAL2	239.09	**717.27** 0%
880/1	3.00	pcs	713252 cable gland M16 WAZU 184.1708 noEx incl. 578.17	3.30	**9.90** 0%

HUBER TECHNOLOGY
WASTE WATER Solutions

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Pos	Quantity	Unit	Item Description	Price USD	Total USD Tax (%)
890/1	8.00	pcs	302903 elbow lever with bush 300x 85x20 H30 bo40	1,120.27	**8,962.16** 0%
900/1	16.00	pcs	505460 shaft D 40f9/25h9 L40,8 DE28LC	174.86	**2,797.76** 0%
910/1	32.00	pcs	52112744 sleeve 10,5/ 19,05x 31	12.73	**407.36** 0%
920/1	8.00	pcs	52112727 plate 150x 60x 6,35 2xbo7	58.56	**468.48** 0%
940/1	1.00	pcs	10109720 Kluber Paste 70g Tube	41.85	**41.85** 0%
950/1	1.00	pcs	10065666 LOCTITE 648 Kit	140.99	**140.99** 0%
960/1	1.00	pcs	10000002 Estimated freight & import duties	3,400.00	**3,400.00** 0%
			___SERVICE FOR REBUILD & WAP INSTALL___		
970/1	1.00	pcs	10000002 Labor for rebuilds tech 1	22,907.16	**22,907.16** 0%
980/1	1.00	pcs	10000002 Labor for rebuilds tech 2	22,907.00	**22,907.00** 0%
990/1	1.00	pcs	10000002 Labor for New WASHPRESS install tech 1	4,268.00	**4,268.00** 0%
1000/1	1.00	pcs	10000002 Labor for New WASHPRESS install tech 2	4,268.00	**4,268.00** 0%

Total net	**USD**	**123,628.57**
Including Sales Tax	**USD**	**0.00**
Total gross	**USD**	**123,628.57**

Additional tariffs, import duties, or other government-imposed charges introduced after a quote or order has been placed are not included in our pricing and will be invoiced separately to the customer. HUBER Technology Inc. will inform customers of relevant changes to the best of our knowledge and economic feasibility.

The quotation is subject to national or international export control regulations and embargoes or any other export restrictions.

Valid for: 30 days
Delivery: prepaid and add
Payment terms: Net 30 days

Best regards

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David Abernathy

Huber Technology, Inc.

HUBER Technology, Inc.
1009 Airlie Parkway • Denver, NC 28037
Phone (704) 949-1010 • Fax (704) 949-1020 • huber@hhusa.net • www.huber-technology.com

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Aftermarket Sales & Service Rates 2025

Field Service Base Rate	**$170.00 per hour**
Training	
Product Training	**$170.00 per hour**
Travel	
Travel (time)	**$170.00 per hour**
Mileage	**$0.65 per mile**
Manufacturing/Engineering Services in house	
Services include failure analysis of returned hardware	**$170.00 per hour**
Premium Rates	
Overtime rate (in excess of 8 hours per day	**$240.00 per hour**
Standby rate	**Applicable base rate**
Double time rate (Sunday, Holiday, or in excess of 12 hours)	**$340.00 per hour**
Expenses	
Travel and accommodations	**Actual cost**
Per Diem....Business Rate Plan 1..	**$74.00 per day**
High Cost Area Rate 2..	**$86.00 per day**
Service Truck Rate	**$250.00 per day**

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Aftermarket Sales & Service Rates 2025

Field service Base Rate. Rates are calculated from the day the Service Specialist departs Huber Technology, Huntersville, North Carolina until the day the Service Specialist returns to Huber Technology, Inc., Huntersville, North Carolina. Rates include weekends and holidays. If a Service Specialist is required to travel from any other location, including, Germany the rates are calculated from when the Service Specialist departs the home office until the day the Service Specialist returns to the home office.

Travel. Time includes transportation to and from the airport, security clearance, time between flight changes, driving time and local travel to and from worksite. Travel time in excess of eight (8) hours may be billed at the premium rate.

Double Time. Any Sunday or **Recognized Huber Technology, Inc. Holiday.**

Transportation. The customer is responsible for reimbursing Huber Technology, Inc. for all transportation charges associated with service work. Flights will be booked as coach-tourist class unless it is unavailable. Rental car, gas, taxis, airport / hotel limousines, company or personal vehicles will be used when necessary.

Standby rate. Applies to the time a Service Specialist is available for work and is located at or near the job site but unable to work due to circumstances beyond his control. Time shall be considered time worked and will be charged at the applicable base or premium rate.

Accommodations and Meals. Meals are charged at $60.00 per day or $70.00 per day depending on the area (See Business Rate Plan 1 and 2). If an overnight stay is required, the customer is required to reimburse Huber Technology, Inc. for lodging charges. Hotel rooms will be booked on a business executive, single occupancy basis.

Visa, Work Permits & Local Taxes. The customer is responsible to pay any and all taxes, user fees or special assessments. If a visa or work permit is required before departing for an international assignment, the fee will be charged to the customer at actual cost (including any expediting charges).

Warranties. Per Huber Technology, Inc.'s Terms and Conditions of Sale, Huber Technology, Inc. warrants Field Service work performed at site. “Breach of Warranty” claims do not entitle the customer to refuse payment for field service work. HUBER TECHNOLOGY, INC. MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, WITH REGARD TO THE DESIGN, SALE, MERCHANTABILITY OR FITNESS OF THE GOODS FOR A PARTICULAR PURPOSE OR USE EXCEPT AS EXPRESSLY SET FORTH IN HUBER TECHNOLOGY, INC.’S TERMS AND CONDITIONS. HUBER TECHNOLOGY, INC. IS NOT SUBJECT TO ANY OTHER OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR WARRANTY, TORT CLAIMS INCLUDING NEGLIGENCE AND STRICT LIABILITY, OR ANY OTHER THEORIES OF LAW. HUBER TECHNOLOGY, INC. IS UNDER NO EVENT LIABLE FOR ANY SPECIFIC, INDIRECT, INCIDENTAL OR CONSEQUENTIAL LOSS, DAMAGES, EXPENSE, INJURY, DISMEMBERMENT, OR DEATH OF ANY KIND WHATSOEVER.

SCHEDULING – 10 Working Days Notice. Request for field service should be made in writing (letter, fax or e-mail) to Huber Technology, Inc. at least ten (10) working days prior to the date for which services are requested. Confirmation of the service will be conveyed verbally by Huber Technology, Inc.

Insurance. All Huber Technology, Inc. Service Specialists are insured. Liability insurance certificates may be provided upon request by the customer in order to allow for sufficient time for document processing, the request must be made at least seven (7) working days prior to the date of services.

Hazardous Locations.
Huber Technology, Inc. reserves the right to recall its personnel if the worksite does not meet governmental health and safety standards.

Minimum Daily Charge. For all Field Service Base Rates or combinations of Base Rates, the minimum fee will be for eight (8) hours. If services are performed on the same day as travel, travel time will be billed in addition to service time.

Overtime. The overtime rate applies to work or travel in excess of eight (8) hours per day (weekdays) and all Saturday work. Workdays in excess of (16) hours are prohibited. Service specialist are NOT required to perform, and may decline, work in excess of twelve (12) hours. The overtime charge shall be at the base rate plus a one hundred percent (100%) premium.

Recognized Huber Technology, Inc. Holidays New Year’s Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Eve and Christmas Day.

Expenses. The customer is responsible for ALL expenses associated with service work. All travel expenses including airfare, taxi, mileage for personal or company owned vehicles or any other chauffeured vehicle, living accommodations and meals will be invoiced. Invoices will include a cost break-down. Copies of receipts will not be furnished unless specifically requested. Original receipts cannot be provided. Receipts for under $25.00 cannot be provided. Use of personal or company owned vehicles will be invoice at the rate set by IRS mileage regulations.

Payment. All field service invoices are in U.S. Currency and all payments must be in U.S. Dollars. Payment is due NET 30 DAYS from the date of invoice.

Purchase Orders. A purchase order is required BEFORE any field service arrangements will be made. The purchase order is to be made out to Huber Technology, Inc. and must contain the following information: 1) Customer’s name, 2) company, 3) billing address, 4) dates of service, 5) type of service requested (i.e. installation, commissioning, troubleshooting, training, etc.), 6) serial number / model number, 7) equipment purchase order number, and 8) equipment tag numbers. A “confirming-copy” purchase order must follow any preliminary arrangements. Equipment location including city, state, plant site, directions to the site, a local contact and telephone number must also be included.
2) Amended Purchase Orders. An amended PO is required if services are extended beyond the cost of the original PO. If the Service Specialist is on site and an amendment is required, the PO must be completed and submitted to Huber Technology, Inc. before the Service Specialist can continue working.

Applicable law. Any purchase order accepted by Huber Technology, Inc. in conjunction with Field Service work, shall be deemed to have been executed, delivered and accepted in the State of North Carolina, USA and shall be governed, construed and enforced pursuant to the laws of the State of North Carolina, USA

Huber Technology, Inc. can not offer fixed lump sum contracts for Field Service activities. The duration of site visitation is neither under our direct control nor influence, and as such we can only provide estimates of time on-site to affect the required service actions. Field service published rates and terms are valid through December 2025

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Warranty and Returns Policy & Instructions

Huber Technology, Inc. (“Huber”) warranties any **original** Huber part (mechanical or electrical) for a period of:
A. Twelve (12) months from the date of purchase and only when part(s) are installed by a Huber factory trained technician. Should the part(s) fail within the warranty period, a replacement shall be supplied at no cost to the owner (“Replacement Part”)
1. Only valid if the product is operated in accordance with the manufacturer’s instructions.
2. The replacement part(s) must not be modified or changed in anyway.
3. The replacement part(s) must be installed by a qualified person to the manufacturer’s specifications
Or
B. Three (3) months from the date of purchase and/or installed by a non-Huber factory trained technician.
1. Only valid if the product is operated in accordance with the manufacturer’s instructions
2. The replacement part(s) must not be modified or changed in anyway.
3. The replacement part(s) must be installed by a qualified person to the manufacturer’s specifications

This warranty does not apply to any damage or defect arising out of any of the following circumstances:

• Part(s) needing repair or replacement due to events or circumstances outside of normal use and operation of the equipment.
• Part(s) or components damaged due to power surges, short circuits, loss of power, lightning strikes, fire or water damage, vandalism, theft, or any other causes outside of normal use and operation of the equipment or that would normally be covered by casualty insurance on the equipment.
• Damage or defects caused by neglect, incorrect application, abuse, or by accidental damage of the parts or components.
• Repair or replacement of part(s) or components due to improper or negligent operation of the equipment.
• Damage or defects to the part(s), component(s), or equipment caused by the attempted repair by an unauthorized or unqualified person.

All Huber parts warranties are non- transferable, and cannot be sold, assigned or transferred in any other way.

This warranty of **original** Huber Service parts does not include the labor to remove the defective part nor the labor to install the new part. **All labor costs associated with the replacement of the part is the responsibility of the owner.** The request for assistance of a certified Huber technician is available upon the issuance of a purchase order by the owner. The fee for the assistance of a Huber technician includes labor (billed at prevailing Huber Field Service Base Rates) plus associated expenses for travel to and from the jobsite.

Return of New Wear or Spare Parts:

• Any original Huber part(s) returned to Huber after a purchase order has been submitted is subject to a flat twenty percent (20%) restocking fee for each part returned.
• The customer has up to thirty (30) days to return a part from the purchase order submittal date to Huber. **Returns will not be accepted past thirty (30) days.**
• Part(s) must be new and never installed. Any indication of wear or installation, at Huber’s sole discretion, may result in the part(s) being shipped back to owner, at the owner’s cost, and no credit shall be issued.
• Exception:
The owner may exchange, without a restocking fee, if the incorrect part(s) is delivered and/or sold to the

owner by a Huber team member. Huber will ship the correct part(s) to the owner expeditiously. A refund will be issued to the owner upon Huber´s receipt of the incorrect part(s).
warehouse.
The customer may return, without a restocking fee, any original Huber part(s) if said part(s) was sold as part of a complete rebuild and the Huber technician concluded the part(s) were not needed. The customer has thirty (30) days from the date the service was completed. After thirty (30) days have expired, the normal Huber restocking fee shall apply.

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Warranty and Returns Policy & Instructions

Return of Damaged / Defective Items

• In the event of a damaged or defective part, the return process can often be expedited by providing a digital image of the damage or defect (along with a clear description of the problem) in an email to the Huber Aftermarket Team (“Aftermarket Team”) at the following email address: returns@hhusa.net. The phone and fax numbers for Aftermarket Team are: 704.990.2045; Fax: 704.896.2830. Huber reserves the right to inspect in person even if a digital image is provided as outlined above.
• If the damage or defect **cannot be verified over the phone or via email** contact, the item may be required to be returned to Huber Technology, Inc. for inspection before a determination can be made as to the state of the product.
• The Aftermarket Team will validate the warranty claim for the defective part.
• If the Aftermarket Team determines that the part is under warranty and should be replaced, the Aftermarket Team will provide a Return Merchandise Authorization ("RMA") number and a shipping address to the Customer for the return of the defective part.
• The Customer shall ship the part to the specified address with the RMA number listed on the outside of the package.
• When the warranty part has been repaired (or replaced) by Huber, the part will be shipped to the "ship-to" address included in the RMA information provided by the Customer.

Return shipping cost

• ONLY in the event that an incorrect part is sold to the Customer by a Huber team member, will Huber pay for shipping. The Customer will be provided with a prepaid return shipping label.
• UNDER ALL OTHER CIRCUMSTANCES, the Customer returning the part(s) is responsible for any freight costs incurred for returning the part(s).
• UNDER NO CIRCUMSTANCE will Huber reimburse (or provide credit) for return shipping costs incurred by the Customer.

How to Request an RMA (Return Merchandise Authorization)

Contact the Huber Technology Aftermarket Sales Team and request a Return Merchandise Authorization ("RMA") number.
• Completely fill out the RMA form.
• Include the completed RMA form in the package along with the item(s) to be returned.
• Write the RMA number conspicuously on the outside of the package to ensure proper routing upon receipt by the Aftermarket Team.
• Ship the package to:

o o Huber Technology, Inc.
Aftermarket Sales and Service
1009 Airlie Parkway
Denver, NC 28037
Phone: 704.874.8237 Fax 704.896.2830 Email: service@hhusa.net

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 1061-25

File ID:	1061-25	**Type:**	Agenda Item	**Status:**	Agenda Ready
Version:	1	**Contract #:**		**In Control:**	Emergency Management
				File Created:	11/05/2025
File Name:	Siren Capital Project FY2026			**Final Action:**	

Title: Authorization to purchase an outdoor warning siren from Federal Signal, a sole source provider, at a cost of $40,692. Funds are budgeted. (L1061-25)(Larkin/Armstrong)

Notes:

Sponsors:

Enactment Date:

Attachments: Blue Sheet Memo Fed Signal Siren 10-05-2025, Federal Signal Siren Quote 2026 Budget Capital Project, Federal Signal Sole Source 04-2025, email - Fed Signal Sole Source 2025-2026 FW 0392-25, Kelleys Landing Capital Project ID request

Enactment Number:

Deed #:

Hearing Date:

Drafter: Dale Meade

Effective Date:

History of Legislative File

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

Text of Legislative File 1061-25

Title

Authorization to purchase an outdoor warning siren from Federal Signal, a sole source provider, at a cost of $40,692. Funds are budgeted. (L1061-25)(Larkin/Armstrong)

Summary

Authorization to purchase an outdoor warning siren from Federal Signal, a sole source provider, at a cost of $40,692. Funds are budgeted. (L1061-25)(Larkin/Armstrong)

Budgetary Implications: Yes

Advance Document Review:

Law: n/a

Risk Management: n/a

Fully Budgeted: Yes.

Account Number: 1105-505204-5241-96703
This Fiscal Year Impact: $40,692.00
Annual Impact: $0.00
Project: PSEM_Kelley_LND
Activity: SAFETY_EQP
Budget Reference: 2026
Current Balance: 49,000.00

MAYOR LINDA GORTON

LEXINGTON

ROBERT LARKIN
DIRECTOR
EMERGENCY MANAGEMENT

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

FROM: **Robert Larkin, Director**
Division of Emergency Management

DATE: **November 5, 2025**

SUBJECT: **Outdoor Warning Siren Capital Project FY2026**

Request: The Division of Emergency Management is requesting the council and Mayor's authorization to utilize budgeted capital project funds to procure an outdoor warning siren from Federal Signal.

Why are you requesting? The Division of Emergency Management would like to move forward on the capital project to purchase and install an outdoor warning siren from Federal Signal. Federal Signal has already received council approval as a sole source vendor for outdoor warning sirens and capital project funds have been budgeted for this purchase.

What are the costs in this budget year and future budget years? The quoted cost of the siren is $40,692. No additional costs for the siren are expected.

Are funds budgeted? Yes, funds have been budgeted for this capital project in account 1105-505204-5241-96703.

File Number: 1061-25

Director/Commissioner: Larkin/Armstrong

FEDERAL SIGNAL
Safety and Security Systems
Protecting people and our planet

Quote Number	FWS102825LEX		
Contact Name	Cameron Poe	Email	cpoe@lexingtonky.gov
Account Name	Lexington-Fayette Urban County EMA	Phone	(859) 280-8054
Bill To	115 Cisco Rd Lexington, KY 40504		
Date	10/28/2025		
Quote Expires	11/27/2025		

Product	Description	Quantity	Unit Price	Total Price
MOD4016B	Electronic Speaker Array, 4 Modules, 1600W, 118 dB(C); Includes top bracket for 191XL optional light. Includes doors on bottom pod to allow installation of MOD-QF-KIT.	1.00	$13,396.00	$13,396.00
UVTDH	UltraVoice Electronic Controller Aluminum housing, VHF Two-Way Kenwood 1000 series Radio; (136-174 MHz), 120V (requires UV400 amplifier(s) and deep cycle marine batteries, sold separately).	1.00	$9,333.00	$9,333.00
UV400	400-Watt amplifier	4.00	$1,064.00	$4,256.00
OMNI-BVH-35	Omni-B series antenna, 150-174 MHz VHF, 35' RF N-N Cable.	1.00	$500.00	$500.00
AMB-P	Antenna pole mounting bracket	1.00	$166.00	$166.00
TK-IO-CUSTINS-MODULATOR	Turnkey installation of Modulator siren includes: *Mounting of siren on 50' class II wood pole *Framing of pole, all conduits, disconnect, meter base (if required by customer) *Provide and Install deep cycle marine batteries *Installation of antenna, batteries, proper grounding *All necessary materials and labor as described in Modulator installation manual Note: If required, buyer is responsible for having a local electrician and/or utility company provide the electrical connection to the siren. Any permits, fees, inspections or modifications required for the power connection are not included in the installation quote.	1.00	$9,425.00	$9,425.00
TK-IO-CUSTINS-STARTUP/SITE OPT	Siren startup and site optimization after power is connected.	1.00	$1,222.00	$1,222.00
TK-S-CPSYSOP	System Optimization to add siren to Control Point with Federal Commander	1.00	$499.00	$499.00
TK-SD-SYSDESIGN	Freight / Shipping & Handling / Pre-Construction Surveying / Project Management	1.00	$1,895.00	$1,895.00

Grand Total $40,692.00

FEDERAL SIGNAL
Safety and Security Systems
Protecting people and our planet





Accepted By

Agreement
Signing this quote as "Accepted By" comprises an order for the aforementioned products and services and agreement to the terms and conditions of sale outlined.

Accepted By: _____ Date: _____

Title: _____

Proposed By

Manufacturer's Representative	Wendy Justice
Address	Capitol Electronics
	,
Phone	(317) 220-2318
Fax	(317) 839-2662
Email	wjustice@capitolelectronics.com

Assumptions and Notes

EMAIL OR FAX ORDERS TO CAPITOL ELECTRONICS FOR PROCESSING:
sales@capitolelectronics.com

1. Purchase order must be made out to: ***Federal Signal Corporation, 2645 Federal Signal Drive, University Park, IL 60484;*** Payment remittance address is: Federal Signal Corporation, PO Box 200217, Dallas, TX 75320-0217.
2. Prices are firm for 30-days from the date of quotation unless shown otherwise. Upon acceptance, prices are firm for 6 months. This quotation is expressly subject to acceptance by Buyer of all Terms stated in the attached Terms document, and any exception to or modification of such Terms shall not be binding on Seller unless expressly accepted in writing by an authorized agent or Officer of Seller. Any order submitted to Seller on the basis set forth above, in whole or in part, shall constitute an acceptance by Buyer of the Terms. Any such order shall be subject to acceptance by Seller in its discretion. If the total price for the items set forth above exceeds $50,000 then this quotation IS ONLY VALID if countersigned below by a Regional Manager of the Safety & Security Systems Group, Federal Signal Corporation. Installation is not included unless specifically quoted as a line item above. Adverse Site Conditions, including rock, caving soil conditions, contaminated soil, poor site access availability, and other

circumstances which result in more than 2 hours to install a pole, will result in a $535.00 per hour fee, plus equipment. Trenching is additional. Power Clause, bringing power to the equipment is the responsibility of the purchaser. Permit Clause, any special permits, licenses or fees will be additional. See attached Terms sheet.

3. Upon receipt of your order and acceptance by Federal Signal Corporation, the equipment herein will be supplied at the quoted prices above. Delivery schedule cannot be established until radio information is supplied, if applicable.

4. Delivery, Terms and Services:

a. Delivery: 6-8 weeks, plus installation

b. Freight Terms: FOB ORIGIN, University Park, IL (Factory); If terms are changed to FOB DESTINATION freight will be PREPAID/ADDED and a 5% administrative fee added to total costs of order.

c. Terms: Equipment: Net 30 Days upon shipment

d. Services: Net 30 Days upon completion, billed monthly

TERMS AND CONDITIONS OF SALE (Goods and Services) - *Effective 1-18-2021*

1. DEFINITIONS. In these Terms and Conditions of Sale, "Seller" means Federal Signal Corporation, including any division or subsidiary of Federal Signal Corporation; "Buyer" means the person or entity that placed the order or on whose behalf the order is placed; "Goods" means the goods identified in Seller's acknowledgement of Buyer's order; “Services” means the services identified in Seller's acknowledgment of Buyer's order; "Contract" means the written agreement (which shall include these Terms and Conditions) between Buyer and Seller for the supply of the Goods and/or provision of Services; and "Contract Price" means the price payable to Seller by Buyer for the Goods and/or Services.

2. ORDERS; CONTRACT. All orders must be in writing. Buyer understands and agrees that any order, upon Acceptance by Seller, shall be subject to these Terms and Conditions of Sale. Seller objects to and shall not be bound by any additional or different terms, whether printed or otherwise, in Buyer’s order or in any other communication from Buyer to Seller, or any trade usage or course of dealing between Buyer and Seller, unless expressly agreed to in writing by Seller in Seller’s acknowledgement of Buyer’s order. If the details of the Goods or Services described in Seller's quotation differ from those set out in Seller's acknowledgment, the latter shall apply. Seller reserves the right to make minor modifications and/or improvements to the Goods before delivery provided that the performance of the Goods is not adversely affected and that neither the Contract Price nor the delivery date is affected.

3. EFFECTIVE DATE; CANCELLATION. The Contract shall become effective only upon the date of acceptance of Buyer's order by Seller's written acknowledgement or upon Seller's commencement of performance, whichever is first (“Acceptance”). Buyer may not cancel or change an order after Acceptance by Seller without the written consent of Seller. Notwithstanding the forgoing, Seller may, in its sole discretion, agree to a written request from Buyer for cancellation of an open order under the following conditions: Buyer shall be subject to cancellation charges equal to the greater of (i) 110% of the cost of work completed and/or custom materials purchased at the time the request is delivered, or (ii) a percentage of the canceled portion of the Contract calculated as follows:

Cancellation Schedule – Material:

10% - if cancelled more than 2 weeks from the Effective Date;
20% - if cancelled more than 4 weeks from the Effective Date;
40% - if cancelled more than 6 weeks from the Effective Date;
80% - if cancelled more than 8 weeks from the Effective Date.

If services are cancelled within 1 week of the scheduled mobilization date; 110% of unrecoverable

out-of-pocket costs + 50% of scheduled services will be charged. If services are cancelled within 2 days of the scheduled mobilization date; 110% of unrecoverable out-of-pocket costs + 100% of scheduled services will be charged.

4. PRICE AND PAYMENT TERMS. Unless previously withdrawn, Seller's quotation is open for acceptance within the period stated therein or, when no period is so stated, within thirty days after its date of issuance to Buyer. Prices are subject to increase by Seller based on Seller's prices in effect at the time of shipment in all instances where the specified shipment date is more than 30 days from the date of the order from Buyer. Unless otherwise specified in the Contract or Seller's applicable price list, prices are FOB Seller's point of shipment, and the terms of payment are NET 30 days from the date of invoice. Amounts not paid when due shall bear interest for each day after the due date calculated at the annual rate of 18% or the highest rate permitted by law, whichever is less. Freight, packing and handling will be charged at Seller's standard rates, which are available upon request by Buyer. If the Contract is for more than one unit of Goods, the Goods may be shipped in a single lot or in several lots at the discretion of Seller. In such event, each such shipment shall be paid separately, and Buyer shall be responsible for all transportation charges. Seller may require full or partial payment or payment guarantee in advance of shipment whenever, in its opinion, the financial condition of Buyer so warrants. Payment by credit card may be subject to a service charge.

Seller reserves the right to increase the quoted order price set forth in this order acknowledging at any time before delivery to Buyer to reflect any increase in Seller's costs to manufacture or deliver the ordered product due to any factor beyond the reasonable control of Seller. Seller shall provide Buyer with prompt electronic notice or any such price increase. Buyer shall have five days from receipt of such notice to cancel its order, absent which Buyer shall be deemed to have consented to the price increase.

5. TITLE; RISK OF LOSS. Title to, ownership of, and risk of loss or damage to the Goods shall pass to the Buyer, and Buyer shall be responsible for insurance of the Goods, upon delivery of the Goods to the carrier. Alternatively, if it is expressly stated in the Contract that Seller is to procure insurance for the Goods after delivery to the carrier, such insurance will be charged at the carrier's standard rates. "FOB" and any other delivery term used in the Contract shall be defined in accordance with the latest version of Incoterms. Buyer shall have sole responsibility for processing and collection of any claim of loss against the carrier.

6. TAXES. Prices do not include taxes. Buyer shall pay Seller, in addition to the price of the goods, any applicable excise, sales, use or other tax (however designated) imposed upon the sale, production, delivery or use of the Goods or Services ordered to the extent required or not forbidden by law to be collected by Seller from Buyer, whether or not so collected at the time of the sale, unless valid exemption certificates acceptable to the taxing authorities are furnished to Seller before the date of invoice.

7. DELIVERY; FORCE MAJEURE. Unless otherwise stated in Seller's quotation, all periods stated for delivery or completion run from the Effective Date and are to be treated as estimates only and are not guaranteed. If Seller is delayed in or prevented from performing any of its obligations under the Contract due to the acts or omissions of Buyer or its agents, the delivery/completion period and the Contract Price shall both be adjusted as necessary. If delivery is delayed due to any act or omission of Buyer, or if having been notified that the Goods are ready for shipment, Buyer fails to take delivery or provide adequate shipping instructions, Seller shall be entitled to place the Goods into storage at Buyer's expense. Upon placing the Goods into storage, delivery shall be deemed to be complete, risk in the Goods shall pass to Buyer and Buyer shall pay Seller accordingly. The Contract (other than Buyer's obligation to pay all sums due to Seller in accordance with the Contract) shall be suspended, without liability, in the event and to the

extent that its performance is prevented or delayed due to any circumstance beyond the reasonable control of the party affected, including but not limited to: Act of God, war, armed conflict or terrorist attack, riot, fire, explosion, accident, flood, disease, health epidemic or pandemic, sabotage; governmental decisions or actions (including but not limited to prohibition of exports or re-exports or the failure to grant or the revocation of applicable export licenses), or labor trouble, strike, lockout or injunction. Seller shall have no obligation to deliver any hardware, software, services or technology unless and until it has received any necessary licenses or authorizations or has qualified for general licenses or license exceptions under applicable import, export control and sanctions laws, regulations, orders and requirements, as they may be amended from time to time (including without limitation those of the United States, the European Union and the jurisdiction in which Seller is established or from which the items are supplied). If for any reason any such licenses, authorizations or approvals are denied or revoked, or if there is a change in any such applicable laws, regulations, orders or requirements that would prohibit Seller from fulfilling the Contract, or would in the reasonable judgment of Seller otherwise expose Seller to a risk of liability under applicable laws, regulations, orders or requirements, Seller shall be relieved without liability of all obligations under the Contract. If either party is delayed or prevented from performance of its obligations by reason of this clause for more than 180 consecutive calendar days, either party may terminate the then unperformed portion of the Contract by notice in writing given to the other party, without liability provided that Buyer shall be obliged to pay the reasonable cost and expense of any work in progress and to pay for all Goods delivered and Services performed as at the date of termination. Seller may deliver by installments, and each delivery shall constitute a separate Contract. Failure by Seller to deliver any one or more of the installments in accordance with their terms shall not entitle Buyer to terminate the whole Contract or treat it as repudiated.

8. INSPECTION. Buyer shall inspect the goods immediately upon the receipt thereof. All claims for shortfalls in quantity or for incorrect delivery or for any alleged defect in Seller's performance under this Contract, capable of discovery upon reasonable inspection, must be fully set forth in writing and received by Seller within five days of Buyer's receipt of the Goods. Failure to make any such claim within said period shall constitute a waiver of such claim and an irrevocable acceptance of the Goods by Buyer.

9. DEDUCTIONS AND RETURNS. Buyer must contact the factory before returning any merchandise. Goods in new, unused and undamaged condition that are resalable as new products without modification or repackaging may be returned to Seller for credit only upon the Seller's prior written consent (such consent to be in the sole discretion of Seller) and upon terms specified by Seller, including prevailing restocking, freight, and handling charges. A Return Material Authorization (RMA) must be obtained before returning merchandise for credit. All returns are subject to inspection of merchandise and any defects in the units will be charged back to the Buyer at the cost of parts and labor. Credit deductions will not be honored unless covered by an RMA. Buyer assumes all risk of loss for such returned goods until actual receipt thereof by Seller. Agents of Seller are not authorized to accept returned goods or to grant allowances or adjustments with respect to Buyer's account.

10. LIMITED WARRANTY. NOTICE: IF ANY GOODS, INCLUDING ANY COMPONENT PART OF ANY GOODS, OR SERVICES SOLD BY SELLER ARE ACCOMPANIED BY A SEPARATE MANUFACTURER'S WARRANTY COVERING SUCH GOODS OR SERVICES, THE TERMS OF SUCH WARRANTY, INCLUDING ALL LIMITATIONS OF SUCH WARRANTY, SHALL GOVERN THOSE GOODS OR SERVICES, AND ANY WARRANTY OF SELLER OTHERWISE APPLICABLE TO SUCH GOODS OR SERVICES SHALL NOT APPLY.

A. Goods. Subject to the forgoing, Seller's limited warranty for any new Goods which are the subject of

any Seller's acknowledgement of Buyer's order may be found at www.fedsig.com/ssg-warranty or may be obtained by writing to Federal Signal Corporation, 2645 Federal Signal Drive, University Park, IL 60484; by email to info@federalsignal.com; or by calling 708/534-3400.

B. Services Seller warrants that Services provided by Seller will be performed with all reasonable skill, care and diligence and in accordance with standard industry practice. Seller will correct defects in Services provided by Seller and reported to Seller within ninety days after completion of such Services. Services corrected in accordance with this Section shall be subject to the foregoing warranty for an additional ninety days from the date of completion of correction of such Services.

11. REMEDIES AND LIMITATIONS OF LIABILITY. The remedies contained the preceding paragraph constitute the sole recourse against Seller for breach of any of Seller's obligations under the Contract, whether of warranty or otherwise. IN NO EVENT SHALL SELLER BE LIABLE FOR CONSEQUENTIAL DAMAGES NOR SHALL SELLER'S LIABILITY ON ANY CLAIM FOR ANY DIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES ARISING OUT OF OR CONNECTED WITH THE CONTRACT OR THE MANUFACTURE, SALE, DELIVERY OR USE OF THE GOODS OR SERVICES EXCEED THE PURCHASE PRICE OF THE GOODS OR SERVICES. The term "consequential damages" shall include, but not be limited to, loss of anticipated profits, business interruption, loss of use, revenue, reputation and data, costs incurred, including without limitation, for capital, fuel, power and loss or damage to property or equipment. It is expressly understood that any technical advice furnished by Seller with respect to the use of the Goods is given without charge, and Seller assumes no obligation or liability for the advice given, or results obtained, all such advice being given and accepted at Buyer's risk

12. LIMITED INDEMNITY AGAINST INFRINGEMENT. Seller shall, at its own expense, defend any litigation resulting from sale of the Goods to the extent that such litigation alleges that the Goods or any part thereof infringes any United States patent, copyright, or trademark, provided that such claim does not arise from the use of the Goods in combination with equipment or devices not made by Seller or from modification of the Goods, and further provided that Buyer notifies Seller immediately upon its obtaining notice of such impending claim and cooperates fully with Seller in preparing a defense. If Buyer provides to Seller the authority, assistance, and information Seller needs to defend or settle such claim, Seller shall pay any final award of damages in such suit and any expense Buyer incurs at Seller's written request, but Seller shall not be liable for a settlement made without its prior written consent. If the Goods are held to be infringing and the use thereof is enjoined, Seller shall, at its option, either (i) procure for the Buyer the right to use the Goods, (ii) replace the Goods with others which do not constitute infringement, or (iii) remove the infringing Goods and refund the payment(s) made therefor by Buyer. The foregoing states the Buyer's sole remedy for, and Seller's entire liability and responsibility for, infringement of any patent, trademark, or copyright relating to the Goods provided hereunder. THIS LIMITED INDEMNITY IS IN LIEU OF ANY OTHER STATUTORY OR IMPLIED WARRANTY AGAINST INFRINGEMENT.

13. INTELLECTUAL PROPERTY RIGHTS. All drawings, data, designs, tooling, equipment, procedures, engineering changes, inventions, trade secrets, copyrights , mask works, source code, object code, patents, patent applications, know-how, computer and/or product software and all parts thereof, trademarks and all other information, technical or otherwise which was developed, made or supplied by or for Seller in the production of any Goods or Services sold hereunder will be and remain the sole property of Seller (or its licensors, if any). Buyer agrees not to reverse engineer any Goods purchased hereunder.

14. EXPORT REGULATIONS. Buyer agrees to comply fully with all laws and regulations concerning the export of Goods from the United States, including, but not limited to Export Administration Rules ("EAR"), regulations of the Office of Foreign Asset Control ("OFAC"), International Traffic in Arms Regulations

("ITAR"), as well as Denial Order and Entry lists under EAR and Specially Designated Nationals and Blocked Persons list under OFAC regulations.

15. INSTALLATION. In those circumstances where Seller has agreed to install Goods for Buyer, the following provisions shall control:

A. Responsibility. Installation shall be by Buyer unless otherwise specifically agreed to in writing by Seller.

B. Receiving Product and Staging Location. Buyer is responsible to receive, store and protect all Goods intended for installation purposes, including, but not exclusively, siren equipment, poles, batteries, and installation materials. Materials received in cardboard containers must be protected from all forms of precipitation. Additionally, Buyer is to provide a staging area of an appropriate size for installation contractors to work from and to store equipment overnight.

C. Installation Methods & Materials. Installation is based on methods and specifications intended to meet applicable safety and installation codes and regulations. Design changes required by Buyer may result in additional charges.

D. Radio Frequency Interference. Seller is not responsible for RF transmission and reception affected by system interference beyond its control.

E. Installation Site Approval. Buyer must provide signed documentation to Seller, such as the "WARNING SITE SURVEY FORM" or a document with the equivalent information, that Seller is authorized to commence installation at the site designated by Buyer before Seller will commence installation. Once installation has started at an approved site, Buyer is responsible for all additional costs incurred by Seller for redeployment of resources if the work is stopped by Buyer or its agents, property owners, or as the result of any governmental authority or court order, or if it is determined that installation is not possible at the intended location, or the site is changed for any reason by the Buyer.

F. AC Power Hookup. Buyer is responsible to coordinate and pay for all costs to bring proper AC power to the electrical service disconnect installed adjacent to the controller cabinet unless these services are quoted by Seller.

G. Permits & Easements. Seller will obtain and pay for electrical and right-of-way work permits as necessary for installations. Buyer is responsible for obtaining and payment of all other required easements, permits, or other fees required for installation, unless specifically quoted. Buyer is responsible for having a local electrician and/or utility company provide the electrical connection to the siren. Any permits, fees, inspections, or modifications required for the power connection are not included in the installation quote.

H. Soil Conditions Clause. In the event of poor site conditions including, but not limited to rock, cave-ins, high water levels, or inability of soil to provide stable installation to meet specifications, Seller will direct installation contractors to attempt pole installation for a maximum of 2 hours. Buyer approval will be sought when pole installation exceeds 2 hours and abandoned if Seller cannot obtain approval in a timely manner.

I. Contaminated Sites. Seller is not responsible for cleanup and restoration of any installation sites or installer equipment where contaminated soil is encountered. Seller will not knowingly approve installation at any site containing contaminates. Buyer must inform Seller when known or suspected soil contaminates exist at any intended installation site.

J. Site Cleanup. Basic installation site cleanup includes installation debris removal, general site cleanup, and general leveling of affected soil within 30' of the pole. Additional site restoration quotes are available.

K. Waste Disposal. Buyer is responsible for providing disposal of all packing materials including shipping skids and containers.

L. Work Hours. All installation quotes are based on the ability to work outdoors during daylight hours and indoors from 7 AM to 7 PM Monday through Saturday. Work restrictions or limitations imposed by Buyer or its agents may result in additional charges being assessed to Buyer for services.
M. Project Reporting. Installation & Service Progress Reports will be provided on a regular basis, normally every week during active installation, unless pre-arranged otherwise by mutual agreement.
N. Safety Requirements & Compliance. Seller requires that all subcontractors and their employees follow applicable laws and regulations pertaining to all work performed, equipment utilized and personal protective gear common to electrical and construction site work performed in the installation of Seller equipment. Additional safety compliance requirements by Buyer may result in additional charges assessed to Buyer for the time and expenses required to comply with the additional requirements.

16. ASSIGNMENT AND SUBCONTRACTING. Seller may assign its rights and obligations by giving Buyer written notice thereof but without being obligated to obtain Buyer's consent prior thereto. In the event of an assignment, Seller shall be discharged of any liability pursuant to those purchase orders which have been assigned or delegated. Customer may not assign its rights nor delegate its obligations under any or all of its purchase orders unless Seller's written consent is obtained prior thereto and any such assignment or delegation without such consent shall be void.

17. DEFAULT, INSOLVENCY AND CANCELLATION. Seller shall be entitled, without prejudice to any other rights it may have, to cancel the Contract immediately, in whole or in part, by notice in writing to Buyer, if (a) Buyer is in default of any of its obligations under the Contract and fails, within 20 (twenty) days of the date of Seller's notification in writing of the existence of the default, either to rectify such default if it is reasonably capable of being rectified within such period or, if the default is not reasonably capable of being rectified within such period, to take and diligently continue action to remedy the default or (b) on the occurrence of an Insolvency Event in relation to Buyer. "Insolvency Event" in relation to Buyer means any of the following: (i) a meeting of creditors of Buyer being held or an arrangement or composition with or for the benefit of its creditors being proposed by or in relation to Buyer; (ii) a receiver, administrator or similar person taking possession of or being appointed over or any distress, execution or other process being levied or enforced (and not being discharged within seven days) on the whole or a material part of the assets of Buyer; (iii) Buyer ceasing to carry on business or being unable to pay its debts; (iv) Buyer or its equity holders or the holder of a qualifying floating charge giving notice of their intention to appoint, or making an application to the court for the appointment of, an administrator; (v) a petition being presented (and not being discharged within 30 days) or a resolution being passed or an order being made for the administration or the winding-up, bankruptcy or dissolution of Buyer; or (vi) the happening in relation to Buyer of an event analogous to any of the above in any jurisdiction in which it is incorporated or resident or in which it carries on business or has assets. Seller shall be entitled to recover from Buyer or Buyer's representative all costs and damages incurred by Seller as a result of such default or cancellation, including all costs of collection and a reasonable allowance for overheads and profit (including but not limited to loss of prospective profits and overheads).

18. SEVERABILITY. If any term, clause or provision contained in the sales contract is declared or held invalid by a court of competent jurisdiction, such declaration or holding shall not affect the validity of any other term, clause or provision herein contained.

19. NO WAIVER. No waiver by either party with respect to any breach or default or of any right or remedy and no course of dealing or performance, shall be deemed to constitute a continuing waiver of any other breach or default or of any other right or remedy, unless such waiver be expressed in writing and signed by the party to be bound.

FEDERAL SIGNAL
Safety and Security Systems
Protecting people and our planet

20. NOTICES. All notices and claims in connection with the Contract must be in writing.
21. INTEGRATION. These terms and conditions supersede all other communications, negotiations and prior oral or written statements regarding the subject matter of these terms and conditions.
22. GOVERNING LAW AND LIMITATIONS. The formation and performance of the sales contract shall be governed by the laws of the State of Illinois. Venue for any proceeding initiated as the result of any dispute between the parties that arises under this Agreement shall be either the state or federal courts in Cook or DuPage County, Illinois. Whenever a term defined by the Uniform Commercial Code as adopted in Illinois is used in these standard terms, the definition contained in said Uniform Commercial Code is to control. Any action by the Buyer for breach of the sales contract or any covenant or warranty contained herein must be commenced within one year after the cause of action accrued.
23. U.N. CONVENTION. Pursuant to Article 6 of the United Nations Convention on Contracts for the International Sale of Goods (the "UN Convention"), the Parties agree that the UN Convention shall not apply to this Agreement.

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 Robert Larkin Division/Dept EM/Public Safety

Phone 859-280-8060 Email larkinr@lexingtonky.gov

Type of Purchase: ☑ Goods/Materials/Equipment ☑ Services

Cost: _____

Sole Source Request for the Purchase of: Outdoor warning sirens and all associated equipm

_____

☐ 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 Capitol Electronics / Federal Signal

Contact Name Wendy Justice

Address 2680 E. Main Street, Ste 117; Plainfield IN 46168

Phone 317-220-2318 Email wjustice@capitolelectronics.com

STATEMENT OF NEED: (Add additional pages as needed)

JUSTIFICATION FOR SOLE SOURCE CERTIFICATION

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

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

Federal Signal is the manufacturer/brand of all of the outdoor warning sirens in Fayette County.
No other outdoor warning sirens are compatible with our system, which includes 31 warning sirens

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:
-

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.).**

Federal Signal is the manufacturer/brand of all of our outdoor warning sirens in Fayette County.
No other outdoor warning sirens are compatible with our system, which includes 31 outdoor warning sirens.

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.)

N/A - we need Federal Signal equipment

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

Since this is the only vendor for this equipment, it is not feasible to purchase a product from another company.

From:	Todd Slatin
To:	Robert J Larkin; Dale Meade
Cc:	Jennifer Sutton
Subject:	FW: 0392-25
Date:	Tuesday, April 22, 2025 10:12:27 AM
Attachments:	Outlook-m3514yha.png Outlook-sf3q4qcf.png Federal Signal Sole Source.pdf

Rob and Dale,

We're going to pull this Federal Signal Sole Source out of the regular bluesheet process and run it through our Mayor's report process so it will get approved at the May 8th Council meeting (two readings not required). Since it's a sole source with no specific dollar amount we can handle it like we do our price contracts and it just gets reported out to Council. Just a little known process improvement we've made.

Thanks,
Todd

From: Jennifer Sutton <jsutton@lexingtonky.gov>
Sent: Tuesday, April 22, 2025 9:22 AM
To: Todd Slatin <tslatin@lexingtonky.gov>
Subject: 0392-25

Hi Todd,

I think this file can go on the procurement report. Let me know what you think and if I can have it deleted.

Somewhat related — is there a formalized process for folks who want to do a general sole source with no price attached? Or are we just scooping them from Legistar as they come through?

Jennifer Sutton, MPA

Administrative Officer Sr.
859.280.8266
Office of the Chief Administrative Officer
lexingtonky.gov

LEXINGTON

Capital Project ID Request

Name of Project: Kelley's Landing Estimated Total Cost: $ 49,000.00

Description: Outdoor Warning Siren Project ID:

Purpose: Warning siren for unprotected park area

Start Date: 07/01/2025 End Date: 06/30/2026

Will this project be a Capital Asset? ☒ Y ☐ N
(Check one)

Asset Category:
(Check one below)

Over $5K: ***Over $25K:***

☐ Vehicles	☐ Building/Improvmts	☐ Fiber Optics	☐ Storm Water Systems
☒ Equipment	☐ Land	☐ Bridges	☐ Sewer Lines
	☐ Land Improvements	☐ Roads	☐ Sewer Plant
	☐ PDR	☐ Traffic Signals	☐ Construction in Progress

Funding Source: Capital Re-allocation Fund

Budget for the Project:
(Enter accounting string and amounts below)

Fund	Dept Id	Section	Site	Account	Amount	Activity
1105	505204	5241		96703	$ 49,000.00	

Contact Person Director Rob Larkin Division: Emergency Management

Phone Number 859.280.8060 Email Address: larkinr@lexingtonky.gov

Signature of Project Requester Robert J Larkin Digitally signed by Robert J Larkin Date: 2025.06.18 10:54:14 -04'00' Date: 6/18/25

Please contact Kim Bryan (Ph# 258-3314 kbryan@lexingtonky.gov) or Ashley Isom (Ph# 258-3489 aisom@lexington.ky.gov) in Accounting if there is a change in Project Manager or status of the project.

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 1062-25

File ID:	1062-25	**Type:**	Agenda Item	**Status:**	Agenda Ready
Version:	2	**Contract #:**		**In Control:**	Grants and Special Programs
				File Created:	11/05/2025
File Name:	Request Council authorization to execute Change Order No.6 with L-M Asphalt Partners, Ltd. DBA ATS Construction for additional work at Cardinal Run Park North. The change order amount is $175,885.00, to bring the new contract total to $7,773,960.94.			**Final Action:**	

Title: Authorization to execute Change Order No.6 with L-M Asphalt Partners, Ltd. DBA ATS Construction for additional work at Cardinal Run Park North. The change order amount is $175,885.00, to bring the new contract total to $7,773,960.94, for material and labor to repair the mainline road to 90% reliability. Funds are budgeted. (L1062-25)(Conrad/Ford)

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	26 - Blue Sheet Memo Cardinal Run (ATS) change order #6 (004) (002), 10142025_3Asphah Base 7Inch Deep	**Enactment Number:**	
Deed #:		**Hearing Date:**	
Drafter:	Katrina James	**Effective Date:**	

History of Legislative File

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

Text of Legislative File 1062-25

Title

Authorization to execute Change Order No.6 with L-M Asphalt Partners, Ltd. DBA ATS Construction for additional work at Cardinal Run Park North. The change order amount is $175,885.00, to bring the new contract total to $7,773,960.94, for material and labor to repair the mainline road to 90% reliability. Funds are budgeted. (L1062-25)(Conrad/Ford)

Summary

Authorization to execute Change Order No.6 with L-M Asphalt Partners, Ltd. DBA ATS Construction for additional work at Cardinal Run Park North. The change order amount is

$175,885.00, to bring the new contract total to $7,773,960.94, for material and labor to repair the mainline road to 90% reliability. Funds are budgeted. (L1062-25)(Conrad/Ford)

Budgetary Implications: Yes

Advance Document Review:

Law: Yes, Completed by Brittany Smith

Risk Management: N/A

Fully Budgeted: Yes

Account Number: 1105 707602 7211 91715

This Fiscal Year Impact: $175,885.00

Annual Impact: $0

Project: Cardinal_2025

Activity: Construct_CAP

Budget Reference: 2025

Current Balance: encumbered

MAYOR LINDA GORTON

LEXINGTON

THERESA REYNOLDS
DIRECTOR
GRANTS & SPECIAL PROGRAMS

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

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

DATE: **OCTOBER 24, 2025**

SUBJECT: **CARDINAL RUN PARK NORTH CONSTRUCTION CHANGE ORDER No. 6**

Request: Authorization to Execute Change Order No.6 with L-M Asphalt Partners, Ltd. DBA ATS Construction for additional work at Cardinal Run Park North. The change order amount is $175,885.00, to bring the new contract total to $7,773,960.94.

Purpose of Request: On August 17, 2023, Council approved execution of a contract with L-M Asphalt Partners, Ltd. DBA ATS Construction in the amount of $7,050,000.00 for Cardinal Run North Park Construction, (Resolution 435-2023). On February 27, 2024, Change Order No.1 added soil remediation plan changes and a Davis Bacon wage scale adjustment in the amount of $366,799.38. Change Order No. 1 increased the total to $7,416,799.38. On June 12,2024, Change Order No.2 in the amount of $40,686.56 added the installation of tactile strips at trail and roadway crossings and additional dense grade aggregate to raise the roadway due to drainage pipe elevation. Change Order No. 2 increased the total to $7,457,485.94. On September 17, 2024, Change Order No.3 added the installation of a crosswalk across Parkers Mill Rd. and additional excavation, dense grade aggregate, concrete curbing and sidewalk for the new playground layout in the amount of $112,790.00 for an increased total of $7,570,275.94. On November 19, 2024, Change Order No.4 added playground curbing to support the poured in place rubber surface installation in the playground and established a smooth grade in the dog park paddock in the amount of $13,800.00, for an increased total of $7,584,075.94. On April 1, 2025, Change Order No.5 added the installation of safety bollards to provide a vehicle access barrier at the paved multiuse trail and mainline road intersections in the amount of $14,000.00 for an increased total of $7,598,075.94. Change Order No.6 adds material and labor to repair the mainline road to 90% reliability in the amount of $175,885.00. The current Change Order is over the 10% limit and requires Council approval. The new total contract amount is $7,773,960.94.

What is the cost in this budget year and future budget years?
The cost for FY26 is: $175,885.00
The cost for the future FY is: $0.00

Are the funds budgeted? Yes
Cardinal_2025/ Construct_CAP 1105 707602 7211 91715 714 2025 $175,885.00
File Number: 1062-25

Director/Commissioner: Conrad/Ford

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT CONTRACT CHANGE ORDER Page 1	Date:	October 14, 2025	
	Project:	Cardinal Run Park North Construction	
	Location:	Cardinal Run Park North 2075 Parkers Mill Road	
To :	Contract No.	435-2023	
ATS Construction	Original Contract Amt.	$7,050,000.00	
3009 Atkinson Ave #400	Cumulative Amount of Previous Change Orders	$435,398.73	
Lexington KY 40509	Percent Change - Previous Change Orders		6.18%
	Total Contract Amount Prior to this Change Order	$7,598,075.94	
	Change Order No.	6	

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

Current Change Order

Item No.	Description of changes-quantities, unit prices, change in completion date, etc.	Decrease in contract price	Increase in contract price	
1	Pavement Removal		$22,162.50	
2	Dense Grade Aggregate 4 inch Depth		$17,237.50	
3	Asphalt Base 7 Inch Deep		$50,235.00	
4	Overlay Asphalt Base 3.5 Inches		$90,000.00	
5	Additional Shouldering Work		$12,000.00	
	See Attached Sheet			
	Total decrease	$26,250.00		
	Total increase		$202,135.00	
	Net Amount of this Change Order	$175,885.00		
	New Contract Amount Including this Change Order	$7,773,960.94		
	Percent Change - This Change Order			4.09%
	Percent Change - All Change Orders			10.27%

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

Recommended by:	Jeffrey M Valley	(Proj. Mngr.) Date:	10/14/2025
Accepted by:	President	(Contractor) Date:	10/15/25
Approved by:		(Director) Date:	10/21/25
Approved by:		(Director - Procurement) Date:	10/22/25
Approved by:		(Commissioner) Date:	10/23/25
Approved by		(Mayor or CAO) Date:	

JUSTIFICATION FOR CHANGE		
	PROJECT:	Cardinal Run Park North Construction
	CONTRACT NO.	435-2023
	CHANGE ORDER:	6

1. Necessity for change: Mainline road remediation and repair to 90% reliability.

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: None

5. Has consent of surety been obtained? ___Yes __X_Not Necessary

6. Will this change affect expiration or extent of insurance coverage? ___Yes _X__No

If "Yes", will the policies be extended? ___Yes ___No

7. Effect on operation and maintenance costs: None

8. Effect on contract completion date: None

Mayor _____ Date _____

CONTRACT HISTORY FORM

Project Name: Cardinal Run Park North Construction

Contractor: ATS Construction

Contract Number and Date: 435-2023 08/15/2023

Responsible LFUCG Division: Parks and Recreation

CONTRACT AND CHANGE ORDER DETAILS

A. Original Contract Amount: Next Lowest Bid Amount: N/A	$ 7,050,000.00	
B. Amount of Selected Alternate or Phase:	$ 0.00	
C. Cumulative Amount of All Previous Alternates or Phases:	$ 0.00	
D. Amended Contract Amount:	$ 0.00	
E. Cumulative Amount of All Previous Change Orders:	$ 435,398.73	(Line E / Line D)
F. Amount of This Change Order:	$ 175,885.00	(Line F / Line D)
G. Total Contract Amount:	$ 7,661,283.73	

SIGNATURES

Project Manager: _____ Date: 9/17/2025

Reviewed by: _____ Date: _____

Division Director: _____ Date: 9/17/25

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 1065-25

File ID:	1065-25	**Type:**	Agenda Item	**Status:**	Agenda Ready
Version:	2	**Contract #:**		**In Control:**	Grants and Special Programs
				File Created:	11/07/2025
File Name:	Request Council authorization to execute an agreement with the Lexington-Fayette County Health Department in the amount of $165,000 for the Expanded First Responders and Community Partners Overdose Prevention Project (EFRCPOPP) funded under the U.S. Depar			**Final Action:**	

Title: Authorization to execute an agreement with the Lexington-Fayette County Health Department in the amount of $165,000 for the Expanded First Responders and Community Partners Overdose Prevention Project funded under the U.S. Department of Health and Human Services First Responders - Comprehensive Addiction and Recovery Support Service Grant. Budget amendment in process. The Health Department will be responsible for dispensing naloxone. (L1065-25)(Combs Marks/Allen-Bryant)

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	26 - Bluesheet Memo LFCHD Agreement, (11.10 Revision) MSC FY26 Agreement LFC Health Dept EFCPOPP Year 4 SAMHSA_2026	**Enactment Number:**	
Deed #:		**Hearing Date:**	
Drafter:	Katrina James	**Effective Date:**	

History of Legislative File

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

Text of Legislative File 1065-25

Title

Authorization to execute an agreement with the Lexington-Fayette County Health Department in the amount of $165,000 for the Expanded First Responders and Community Partners Overdose Prevention Project funded under the U.S. Department of Health and Human Services First Responders - Comprehensive Addiction and Recovery Support

Service Grant. Budget amendment in process. The Health Department will be responsible for dispensing naloxone. (L1065-25)(Combs Marks/Allen-Bryant)

Summary

Authorization to execute an agreement with the Lexington-Fayette County Health Department in the amount of $165,000 for the Expanded First Responders and Community Partners Overdose Prevention Project funded under the U.S. Department of Health and Human Services First Responders - Comprehensive Addiction and Recovery Support Service Grant. Budget amendment in process. The Health Department will be responsible for dispensing naloxone. (L1065-25)(Combs Marks/Allen-Bryant)

Budgetary Implications: Yes

Advance Document Review:

Law: Yes, Completed by Tiffany Holskey, 11/3/2025

Risk Management: N/A

Fully Budgeted: Budget amendment 13978 is in process.

Account Number: 3190-606105-0001-75101

This Fiscal Year Impact: $165,000

Annual Impact: $0

Project: SAMHSA_2026

Activity: FED_GRANT

Budget Reference: 2026

Current Balance:

MAYOR LINDA GORTON

LEXINGTON

THERESA REYNOLDS
DIRECTOR
GRANTS & SPECIAL PROGRAMS

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

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

DATE: **NOVEMBER 6, 2025**

SUBJECT: **Agreement with Lexington-Fayette County Health Department**

Request: Council authorization to execute an agreement with the Lexington-Fayette County Health Department in the amount of $165,000 for the Expanded First Responders and Community Partners Overdose Prevention Project (EFRCPOPP) funded under the U.S. Department of Health and Human Services First Responders - Comprehensive Addiction and Recovery Support Service Grant (FR-CARA).

Termination Language: The term of agreement is from 09/30/2025 through 09/29/2026. The LFUCG through the Mayor or the Mayor's designee, may terminate this agreement for cause by providing Lexington-Fayette County Health Department written notice of default under the agreement. If Lexington-Fayette County Health Department fails to fully cure such default within thirty (30) days following receipt of written notice of default, the agreement shall be deemed terminated.

Why are you requesting? On September 23, 2025, the U.S. Department of Health and Human Services awarded the Substance Abuse Mental Health Administration's FR-CARA grant to the city of Lexington for the operation of the Expanded First Responders and Community Partners Overdose Prevention Project. The funding agency requires recipients to contract with a service provider who will collect data and evaluate performance. The Department of Social Services listed the Lexington-Fayette County Health Department as the required evaluator in the grant application for Year 4.

Through the Expanded First Responders and Community Partners Overdose Prevention Project (EFRCPOPP), the Lexington-Fayette County Health Department will be responsible for dispensing naloxone to first responders, community members and individuals. LFCHD will provide data on naloxone distribution, which is a key component of the grant program.

What is the cost in this budget year and future budget years? $165,000 is the cost in FY2026 No additional cost in this budget year or in future budget years.

Are the funds budgeted? Budget amendment 13978 is in process.

File Number: 1065-25

Director/Commissioner: Carmen Combs Marks/ Kacy Allen-Bryant

AGREEMENT

THIS AGREEMENT, made and entered into on this _____day of _____ 2025, by and between **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT,** an urban county government created pursuant to KRS Chapter 67A, and located at 200 East Main Street, Lexington, Fayette County, Kentucky 40507 (hereinafter referred to as "GOVERNMENT"), and **LEXINGTON-FAYETTE COUNTY HEALTH DEPARTMENT** whose address is 650 Newtown Pike, Lexington, Kentucky 40508, (hereinafter referred to as "SUBRECIPIENT").

RECITALS

WHEREAS, the U.S. Department of Health and Human Services, Substance Abuse and Mental Health Services Administration (SAMHSA) awarded the GOVERNMENT grant funding over a period of four (4) years under the First Responders – Comprehensive Addiction and Recovery Support Service Grant (FR-CARA) (Award No. 1H79TI084804-02) in support of its Expanded First Responders and Community Partners Overdose Prevention Project (EFCPOPP); and

WHEREAS, the approved grant application provides for the SUBRECIPIENT to provide services as described in the grant application; and

WHEREAS, the GOVERNMENT'S responsibility for ensuring compliance with all grant requirements necessitates a written agreement with the SUBRECIPIENT; and

WHEREAS, the parties desire to enter into this Agreement to set forth the terms and conditions pursuant to which SUBRECIPIENT shall provide the required services.

STATEMENT OF AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and mutually agreed upon promises, conditions, and covenants hereinafter set forth, pursuant to grant requirements, the parties hereto agree as follows:

I. SCOPE OF SERVICES

A. Activities

SUBRECIPIENT agrees to serve on the multi-disciplinary Advisory Council established by the Lexington-Fayette Urban County Government Department of Social Services, to coordinate with the GOVERNMENT to provide training on the administration of naloxone and the signs and symptoms of overdose and to distribute naloxone to

first responders, community members and individuals to participate in all aspects of the program as provided by the approved grant program narrative, which is attached hereto as Exhibit “A” and incorporated herein by reference as if fully stated. The SUBRECIPIENT agrees to complete the scope of work in Exhibit “A” (the “Services”). The Services shall be operated in a manner satisfactory to the GOVERNMENT and in compliance with all local, state and federal laws and regulations.

SUBRECIPIENT’S specific responsibilities include providing naloxone to first responders, individuals and community groups, providing data on naloxone distribution to GOVERNMENT and to the evaluator of the grant. SUBRECIPIENT also agrees to participate in monthly program implementation meetings.

SUBRECIPIENT is strictly prohibited from using Federal funds, directly or indirectly, including through cost-sharing, matching funds, or subsequent reimbursement, to support so-called “harm reduction” or “safe consumption” efforts that facilitate illegal drug use.

Specifically, grant funds must not be used to purchase, distribute, or otherwise support the provision of drug paraphernalia as defined by applicable law. this includes, but is not limited to, syringes, needles, pipes, or other supplies used for the injection, inhalation, or ingestion of illicit drugs. Funds are also prohibited from being used for sterile water, saline, or ascorbic acid when intended to facilitate drug use. While these prohibitions are in effect, this does not preclude the use of grant funds for legally permissible supplies and activities that align with evidence-based practices, such as the provision of naloxone or nalmefene, fentanyl or other drug test strips, or the facilitation of referrals to treatment.

Failure to comply with any of these terms and conditions as well as the HHS Federal grant regulations, may result in one or more enforcement actions. These actions can include the suspension or termination of the award, the withholding of future payments, and the recoupment of any misused funds.

B. Reporting

SUBRECIPIENT shall be responsible for submission of progress reports to GOVERNMENT. Reports shall provide information on project activities, including the number of naloxone kits distributed, the number of community classes held during the quarter and the number of naloxone kits distributed during community classes. The information must be valid and auditable. The progress reports shall be submitted to

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the Department of Social Services, Lexington-Fayette Urban County Government in accordance with the following schedule:

Period	Due
October 2025-December 2025	January 15, 2026
January 2026-March 2026	April 15, 2026
April 2026 - June 2026	July 15, 2026
July 2026-September 2026	October 15, 2026

In addition, SUBRECIPIENT agrees to cooperate with evaluation and data collection activities by SAMHSA and local grant evaluator. The SUBRECIPIENT shall submit all information requested by SAMHSA and local grant evaluator to the Department of Social Services, Lexington-Fayette Urban County Government.

SUBRECIPIENT agrees to submit a final programmatic report providing a summary of progress toward achieving the goals and objectives of the award, significant results, and total number of naloxone recipients. Final report in a form to be determined shall be submitted to the Department of Social Services, Lexington-Fayette Urban County Government no later than November 15, 2026.

C. Performance Monitoring

GOVERNMENT may monitor the performance of the SUBRECIPIENT under the terms of the Agreement. Substandard performance as determined by the GOVERNMENT shall constitute noncompliance with the Agreement. If action to correct such substandard performance is not taken by the SUBRECIPIENT within a reasonable period of time after being notified by the GOVERNMENT, Agreement suspension or termination procedures will be initiated.

D. Evaluation

SUBRECIPIENT agrees to participate in Evaluation Component of the project as described in the approved grant application.

II. TIME OF PERFORMANCE

The term of this Agreement shall be September 30, 2025, through September 29, 2026

III. USE OF FEDERAL FUNDS

Federal funds from the federally funded Expanded First Responders and Community Partners Overdose Prevention Project in the amount of

$165,000.00 is available to support the herein described activities in accordance with the approved budget over the grant period.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the GOVERNMENT under this Agreement shall not exceed $165,000.00 throughout the duration of year four of the grant. SUBRECIPIENT shall invoice the GOVERNMENT quarterly for reimbursement of expenditures incurred through the purchase of naloxone. Reimbursement will be limited to costs incurred for the purchase of naloxone only. SUBRECIPIENT'S invoice must be for the expenses in the approved budget. SUBRECIPIENT'S invoice must include copies of receipts for naloxone purchases.

V. NOTICES

All notices hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by certified mail, postage prepaid, return receipt requested, to the parties at their respective addresses as first set out herein.

VI. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

SUBRECIPIENT shall expend and account for all federal funds received under this agreement in accordance with 2 CFR part 200, including 2 CFR part 200, subpart D, which covers Standards for Financial and Program Management and agrees to adhere to the accounting principles and procedures required therein, use adequate internal controls, and maintain necessary source documentation for all costs incurred.

B. Documentation and Record-Keeping

1. Records to be Maintained

   SUBRECIPIENT shall maintain all records required by the federal regulations specified in 2 CFR part 200, and the Terms and Conditions of the Grant Award. Such records shall include but not be limited to:

   a. Records providing a full description of each activity undertaken;
   b. Records required to determine the eligibility of activities and the clients being served; and
   c. Financial records.

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2. Retention

   In accordance with regulations, SUBRECIPIENT shall retain all records pertinent to expenditures incurred under this Agreement for a period of three (3) years after the termination of all activities funded under this Agreement. Records of non-expendable property acquired with funds under this Agreement shall be retained for three (3) years after final disposition of such property. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the three-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the three-year period, whichever occurs later.

3. Data

   SUBRECIPIENT shall maintain data regarding the number of units of naloxone distributed to the Fayette County first responders, the community at- large and to individuals who receive naloxone at the needle exchange program. All identifying information shall be considered protected health information and fall under the purview of the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Non-identifying information shall be made available to government monitors or their designees for review upon request.

4. Disclosure

   SUBRECIPIENT understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the GOVERNMENT'S responsibilities with respect to services provided under this Agreement, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs

   SUBRECIPIENT'S obligation to the GOVERNMENT shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the GOVERNMENT and determining the custodianship of records).

6. Audits and Inspections

SUBRECIPIENT must be audited as required by 2 CFR part 200, subpart F when it is expected that the SUBRECIPIENT's Federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in §200.501 Audit requirements.

SUBRECIPIENT shall submit a copy of the audit report to the Federal Audit Clearinghouse within 30 days after receipt of the audit report, but not later than nine months after the end of the audit period. Concurrently with the submission of the audit report to the Federal Audit Clearinghouse, SUBRECIPIENT shall submit a copy of the audit report to the GOVERNMENT'S Division of Grants and Special Programs. Any deficiencies noted in audit reports must be fully cleared by the SUBRECIPIENT within 30 days after receipt by the SUBRECIPIENT. Failure of the SUBRECIPIENT to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of the future payments.

All SUBRECIPIENT records with respect to any matters covered by this Agreement shall be made available to the GOVERNMENT, grantor agency, their designees or the federal government, at any time during normal business hours, as often as the grantor agency deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data to meet the requirements of 2 CFR part 200.

SUBRECIPIENT must submit to monitoring of its activities by the GOVERNMENT as necessary to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of this agreement.

C. Procurement

SUBRECIPIENT shall procure all materials, property, or services in accordance with the requirements of 2 CFR §200.318 - §200.326.

VII. PERSONNEL AND PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

SUBRECIPIENT agrees to comply with Title VI of the Civil Rights Act of 1964 as amended (codified at 42 USC 2000d et seq.), and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 80); Section

504 of the Rehabilitation Act of 1973, as amended (codified at 29 USC 794), and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 84); Title IX of the Education Amendments of 1972, as amended (codified at 20 USC 1681 et seq.) including the requirements set forth in Executive Order 14168, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 86); the Age Discrimination Act of 1975, as amended (codified at 42 USC 6101 et seq.) and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 91); and Section 1557 of the Patient Protection and Affordable Care Act, as amended (codified at 42 USC 18116), and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 92).

SUBRECIPIENT agrees that no person shall on the ground of race, color, creed, religion, sex, age, handicap, disability, ancestry, national origin, marital status, familial status, or any other basis prohibited by applicable law be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded under this agreement.

2. Nondiscrimination

SUBRECIPIENT agrees to comply with Title VII of the Civil Rights Act of 1964 as amended. The SUBRECIPIENT will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital/familial status, or status with regard to public assistance. To the extent permitted by law, SUBRECIPIENT shall ensure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, rates of pay or other forms of compensation, and selection of training, including apprenticeship. SUBRECIPIENT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

3. Section 504

SUBRECIPIENT agrees to comply with any federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 706), which prohibits discrimination against the handicapped in any federally assisted program. The GOVERNMENT shall provide SUBRECIPIENT with any guidelines necessary for

compliance with that portion of the regulations in force during the term of this Agreement.

4. W/MBE

In furtherance of the non-discrimination requirements of federal anti-discrimination law, and to the extent permitted by law, SUBRECIPIENT will use its best efforts to afford minority- and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the term "minority and female business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are African-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. SUBRECIPIENT may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

5. EEO Statement

To the extent permitted by law, SUBRECIPIENT will, in all solicitations or advertisements for employees placed or on behalf of the SUBRECIPIENT, state that it is an Equal Opportunity employer.

6. Subcontract Provisions

SUBRECIPIENT will include the provisions of Paragraphs VII A, Civil Rights in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subcontractors. SUBRECIPIENT shall also obtain written certification from all its subcontractors that they are in compliance with Executive Order 12549 on Debarment and Suspension.

VIII. GENERAL CONDITIONS

A. This award is subject to, and SUBRECIPIENT agrees to comply with, any applicable provisions of 2 CFR 200 and 2 CFR 300. SUBRECIPIENT also agrees to comply with the requirements of all applicable federal, state, and local laws, regulations, and policies governing the operation of herein described grant-supported services. SUBRECIPIENT further agrees to use funds available under this Agreement to supplement rather than supplant funds otherwise available.

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B. SUBRECIPIENT agrees to comply with all applicable provisions of the Clean Air Act (42 U.S.C. 7401 – 7671q.) and all applicable provisions of the Federal Water Pollution Control Act (33 U.S.C. 1251 – 1387), as amended. SUBRECIPIENT also agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act, as amended. Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

C. SUBRECIPIENT agrees to defend, indemnify, and hold harmless GOVERNMENT from any and all losses or claims of whatever kind, that are in any way incidental to, or connected with, or that arise or alleged to have arisen, directly or indirectly, in whole or in part, from the execution, performance, or breach of this agreement by SUBRECIPIENT, including any environmental problems, including, without limitation, soil and/or water contamination, and remedial investigations and feasibility studies thereof, which exist at or prior to the agreement commencement date, regardless of when such losses or claims are made or incurred. This indemnity agreement shall in no way be limited by any financial responsibility, or loss control requirements below, and shall survive the termination of this agreement;

For the purposes of this Indemnity Provision:

1. The word “defend” includes, but is not limited to, investigating, handling, responding to, resisting, providing a defense for, and defending claims, at SUBRECIPIENT’S expense, using attorneys approved in writing by GOVERNMENT, which approval shall not be unreasonably withheld.

2. The word “claims” includes, but is not limited to, claims, demands, liens, suits, notices of violation from Governmental agencies, and other causes of action of whatever kind.

3. The word “losses” includes, but is not limited to: attorney fees and expenses; costs of litigation; court or administrative costs; judgments; fines; penalties; interest; all environmental cleanups and remediation costs of whatever kind; and any liability arising from death, injury, or damage of any kind, to any person, including employees and agents of SUBRECIPIENT and GOVERNMENT, and damage to, or destruction of, any property, including the property of GOVERNMENT.

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D. SUBRECIPIENT shall provide Workers' Compensation insurance coverage for all its employees involved in the performance of this Agreement.

E. This Agreement, or any part hereof, may be amended from time to time hereafter only in writing executed by the GOVERNMENT and the SUBRECIPIENT.

F. This Agreement, is subject to the termination provisions at 2 CFR 200.340.

Termination for Convenience: GOVERNMENT, through the Mayor or the Mayor's designee, may terminate this Agreement for convenience at any time by providing SUBRECIPIENT with at least thirty (30) days advance written notice of termination. SUBRECIPIENT shall be entitled to payment for all services rendered prior to termination, calculated on a reasonable basis, pursuant to the terms of this Agreement.

Termination for Cause: GOVERNMENT, through the Mayor or the Mayor's designee, may terminate this agreement for cause by providing SUBRECIPIENT written notice of default under the Agreement. If SUBRECIPIENT fails to fully cure such default within thirty (30) days following receipt of written notice of default, the Agreement shall be deemed terminated. In that event, SUBRECIPIENT shall only be entitled to payment in an amount representing just and equitable compensation for satisfactory services rendered, subject to appropriate sanctions and penalties for default, as determined by GOVERNMENT.

G. Pursuant to 2 CFR 200.340, Subrecipient agrees by accepting this award that continued funding for the award is contingent upon the availability of appropriated funds, Subrecipient satisfactory performance, compliance with the Terms and Conditions of the award, and to the extent authorized by law, a decision by the agency that the award continues to effectuate program goals or agency priorities.

H. GOVERNMENT and the SUBRECIPIENT each binds himself and his partners, successors, executors, administrators, assigns, and legal representatives of such other party, in respect to all covenants, agreements, and obligations of the Agreement.

I. <u>Prohibited Activity</u>

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SUBRECIPIENT is prohibited from using funds provided herein or personnel employed in the administration of the program for political activities, sectarian or religious activities, lobbying, political patronage, and nepotism activities.

J. Drug Free Workplace

SUBRECIPIENT shall administer a policy designed to ensure that it is free from the illegal use, possession, or distribution of drugs or alcohol by its employees and beneficiaries.

K. Assignability

SUBRECIPIENT shall not assign or transfer any interest in this Agreement without the prior written consent of the GOVERNMENT thereto; provided, however, that claims for money due or to become due to the GOVERNMENT under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the GOVERNMENT.

L. Subcontracts

1. Approvals

SUBRECIPIENT shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written consent of the GOVERNMENT prior to the execution of such agreement.

2. Monitoring

SUBRECIPIENT will monitor all subcontracted services on a regular basis to assure compliance with this Agreement. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

3. Content

SUBRECIPIENT shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

4. Selection Process

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SUBRECIPIENT shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to the GOVERNMENT along with documentation concerning the selection process.

M. Compliance with Laws and Regulations

SUBRECIPIENT agrees that contractors engaged under contracts for renovation work financed in whole or in part with assistance provided under this contract, shall comply with the regulation of the Department of Labor in accordance with the Davis-Bacon Act, as amended, the provisions of Contract Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act and all other applicable federal, state, and local laws and regulations pertaining to labor standards insofar as these acts apply to the performance of this contract.

N. Hatch Act

SUBRECIPIENT agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V United States Code.

O. Conflict of Interest

SUBRECIPIENT agrees to abide by the provisions of 45 CFR 74.42 with respect to conflicts of interest, and covenants that it will maintain written standards of conduct governing the performance of its employees engaged in the administration of this Agreement.

P. Lobbying

SUBRECIPIENT hereby certifies that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement;

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b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subcontractors shall certify and disclose accordingly; and

d. Lobbying Certification - Paragraph d

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Q. Copyright

If this Agreement results in any copyrightable material or inventions, the GOVERNMENT and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for government purposes.

R. Religious Organization

SUBRECIPIENT agrees that funds provided under this Agreement will not be used for religious activities, to promote religious interests, or for the benefit of a religious organization in accordance with federal regulations.

S. Suspension and Debarment

SUBRECIPIENT certifies, in accordance with Executive Order 12549 (Debarment and Suspension February 18, 1986) and Executive

DRAFT

Order 12689 (Debarment and Suspension August 16, 1989) that to the best of its knowledge and belief, that it, its principals, and its subcontractors:

Are not presently debarred, suspended, proposed for debarment, declared negligible, or voluntarily excluded from covered transactions or contract by and Federal department or agency for noncompliance with the Federal Labor Standards, Title VI of the Civil Rights Act of 1964 as amended, or any other federal law;

a. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of federal or state antitrust statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

b. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (a) of this certification; and

c. Have not within a three-year period preceding this proposal had one or more public (Federal, State, or local) transactions or contracts terminated for cause or default.

DRAFT

[INTENTIONALLY LEFT BLANK. SIGNATURE PAGE TO FOLLOW]

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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

_____
Linda Gorton, Mayor

ATTEST:

_____
Clerk of Urban County Council

LEXINGTON-FAYETTE COUNTY HEALTH DEPARTMENT

_____
Authorized Official

_____
Printed Name

_____
Authorized Official

_____
Printed Name

_____
Authorized Official

_____
Printed Name

DRAFT

EXHIBIT A

Approved Grant Program Narrative

DRAFT

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 1066-25

File ID:	1066-25	**Type:**	Agenda Item	**Status:**	Agenda Ready
Version:	1	**Contract #:**		**In Control:**	Human Resources
				File Created:	11/07/2025
File Name:	26-0023- Morehead State University Agreement			**Final Action:**	

Title: Authorization to execute an agreement with Morehead State University to offer a 35% tuition waiver for any online course at Morehead State University for all full-time Lexington-Fayette Urban County Government employees for the term of January 1, 2025 to June 30, 2029. There is no charge to LFUCG. (L1066-25) (George/Hamilton)

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	Bluesheet Memo 26-0023, MOU LFUCG 2025-2029	**Enactment Number:**	
Deed #:		**Hearing Date:**	
Drafter:	Alana Morton	**Effective Date:**	

History of Legislative File

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

Text of Legislative File 1066-25

Title

Authorization to execute an agreement with Morehead State University to offer a 35% tuition waiver for any online course at Morehead State University for all full-time Lexington-Fayette Urban County Government employees for the term of January 1, 2025 to June 30, 2029. There is no charge to LFUCG. (L1066-25) (George/Hamilton)

Summary

Authorization to execute an agreement with Morehead State University to offer a 35% tuition waiver for any online course at Morehead State University for all full-time Lexington-Fayette Urban County Government employees for the term of January 1, 2025 to June 30, 2029. There is no charge to LFUCG. (L1066-25) (George/Hamilton)

Budgetary Implications [select]: Yes/NO

Advance Document Review:

Law: Yes, Completed by Gabriel Thatcher, October 14, 2025

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

Fully Budgeted [select]: Yes/No/Partial

Account Number:

This Fiscal Year Impact: $

Annual Impact: $

Project:

Activity:

Budget Reference:

Current Balance:

MAYOR LINDA GORTON

LEXINGTON

GLENDA HUMPHREY GEORGE
DIRECTOR
HUMAN RESOURCES

M E M O R A N D U M

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

FROM: Glenda Humphrey George, Director
Division of Human Resources

DATE: October 27, 2025

SUBJECT: **Agreement with Morehead State University**

Request:
Council authorization is requested to execute an agreement with Morehead State University to offer a 35% tuition waiver for any online course at Morehead State University for all full-time Lexington-Fayette Urban County Government employees.

There is no charge to Lexington-Fayette Urban County Government.

File Number: 1066-25

Director/Commissioner:
Glenda Humphrey George/Sally Hamilton

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

Memorandum of Understanding
Between
Lexington-Fayette Urban County Government
And
Morehead State University

This Memorandum of Understanding (MOU) is entered, by and between Lexington-Fayette Urban County Government (LFUCG) and Morehead State University (MSU).

Beginning January 1, 2025 and extending to June 30, 2029, full-time Lexington-Fayette Urban County Government employees may receive a 35% tuition waiver for any online course at Morehead State University. Employees may apply and register for classes, then notify the MSU Office of Financial Aid at (606) 783-2011 that they are a full-time LFUCG employee and MSU will confirm with the LFUCG Office of Human Resources so that a waiver may be applied. LFUCG waivers are not applicable with other MSU merit awards.

MSU will provide:
1. Free admission application
2. 35% flat rate tuition discount toward any online course
3. Specific recruitment events for LFUCG employees

LFUCG will provide:
1. Educational partner status for online courses
2. Website promotion of educational partnership
3. Notification of events/opportunities for recruitment

This agreement may be modified or discontinued any time before June 30, 2029 by agreement of both parties.

Having seen and agreed:

_____ Date:_____
Linda Gorton, Mayor
Lexington-Fayette Urban County Government

_____ Date:_____
Dr. Joseph (Jay) A. Morgan, President
Morehead State University

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 1067-25

File ID:	1067-25	**Type:**	Agenda Item	**Status:**	Agenda Ready
Version:	2	**Contract #:**		**In Control:**	Grants and Special Programs
				File Created:	11/07/2025
File Name:	Request Council authorization to execute Addendum No.3 to Agreement with the University of Kentucky Research Foundation (UKRF) in the amount of $99,998.00 for the provision of evaluation services for Year 4 of the First Responders and Community Partners O			**Final Action:**	

Title: Authorization to execute Addendum No.3 to Agreement with the University of Kentucky Research Foundation (Reso 677-2022) in the amount of $99,998.00 for the provision of evaluation services for Year 4 (September 30, 2025 through September 29, 2026) of the First Responders and Community Partners Overdose Prevention Project funded under the U.S. Department of Health and Human Service First Responders - Comprehensive Addiction and Recovery Support Service Grant (FR-CARA). Cost not to exceed $99,998.00. Budget amendment in process. (L067-25)(Combs Marks/Allen-Bryant)

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	26 - Bluesheet Memo UKRF Agreement, (LFUCG Law) UKRF Addendum No. 3 Yr 4 Final	**Enactment Number:**	
Deed #:		**Hearing Date:**	
Drafter:	Katrina James	**Effective Date:**	

History of Legislative File

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

Text of Legislative File 1067-25

Title

Authorization to execute Addendum No.3 to Agreement with the University of Kentucky Research Foundation (Reso 677-2022) in the amount of $99,998.00 for the provision of evaluation services for Year 4 (September 30, 2025 through September 29, 2026) of the First Responders and Community Partners Overdose Prevention Project funded under the

U.S. Department of Health and Human Service First Responders - Comprehensive Addiction and Recovery Support Service Grant (FR-CARA). Cost not to exceed $99,998.00. Budget amendment in process. (L067-25)(Combs Marks/Allen-Bryant)

Summary

Authorization to execute Addendum No.3 to Agreement with the University of Kentucky Research Foundation (Reso 677-2022) in the amount of $99,998.00 for the provision of evaluation services for Year 4 (September 30, 2025 through September 29, 2026) of the First Responders and Community Partners Overdose Prevention Project funded under the U.S. Department of Health and Human Service First Responders - Comprehensive Addiction and Recovery Support Service Grant (FR-CARA). Cost not to exceed $99,998.00. Budget amendment in process. (L067-25)(Combs Marks/Allen-Bryant)

Budgetary Implications: Yes

Advance Document Review:

Law: Yes, Completed by Tiffany Holskey, 9/28/2025

Risk Management: N/A

Fully Budgeted: Budget amendment 13978 is in process for Year 4.

Account Number: 3190-606105-0001-71299

This Fiscal Year Impact: $99,998

Annual Impact: $0

Project: SAMHSA_2026

Activity: FED_GRANT

Budget Reference: 2026

Current Balance:

MAYOR LINDA GORTON

LEXINGTON

THERESA REYNOLDS
DIRECTOR
GRANTS & SPECIAL PROGRAMS

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

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

DATE: **NOVEMBER 6, 2025**

SUBJECT: **Addendum No. 3 to Agreement with University of Kentucky Research Foundation (UKRF)**

Request: Council authorization to execute Addendum No.3 to Agreement with the University of Kentucky Research Foundation (UKRF) in the amount of $99,998.00 for the provision of evaluation services for Year 4 of the First Responders and Community Partners Overdose Prevention Project funded under the U.S. Department of Health and Human Service First Responders - Comprehensive Addiction and Recovery Support Service Grant (FR-CARA). Cost not to exceed $99,998.00.

Termination Language: The term of agreement is from 09/30/2025 through 09/29/2026. Upon mutual written agreement, the Parties may renew this Agreement, in whole or in part, for three (3) successive terms of one (1) year (each a 'Renewal Term'), with the final Renewal Terms ending on September 29, 2026

Why are you requesting? On December 6, 2022 (Resolution 677-2022), Council authorized execution of the agreement with UKRF to provide evaluation services pertaining to Year 1 of the Lexington-Fayette Urban County Government Expanded First Responders and Community Partners Overdose Prevention Project. The purpose of the project is to reduce the number of overdose fatalities by facilitating access to naloxone through first responders and members of other key community sectors. The Division of Social Services listed the University of Kentucky Research Foundation as the required evaluator in the grant application.

What is the cost in this budget year and future budget years? $99,998 is cost in FY26. SAMHSA is a competitive grant each budget year; costs in future budget years is dependent upon receipt of award.

Are the funds budgeted? Budget amendment 13978 is in process for Year 4.

File Number: 1067-25

Director/Commissioner: Carmen Combs Marks/ Kacy Allen-Bryant

ADDENDUM NO. 3 TO EVALUATION SERVICES AGREEMENT WITH UNIVERSITY OF KENTUCKY RESEARCH FOUNDATION

THIS THIRD ADDENDUM TO AGREEMENT, made and entered into on this _____ day of _____ 2025, by and between **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government pursuant to KRS Chapter 67A, and located at 200 East Main Street, Lexington, Fayette County, Kentucky 40507 ("LFUCG"), and **UNIVERSITY OF KENTUCKY RESARCH FOUNDATION** ("UKRF"), whose main address is 109 Kinkead Hall, Lexington, Kentucky 40508;

WHEREAS, the U.S. Department of Health and Human Services, Substance Abuse and Mental Health Services and Administration (SAMHSA) awarded LFUCG grant funding over a period of four (4) years under the First Responders – Comprehensive Addiction and Recovery Support Service Grant (FR-CARA) in support of its Expanded First Responders and Community Partners Overdose Prevention Project (EFRCPOPP); and

WHEREAS, LFUCG and UKRF entered into an Agreement dated December 12, 2022 ("Agreement"), identifying UKRF as an "Evaluator" for evaluating processes and outcomes of the FR-CARA grant and oversight of reporting over the term of the grant period, compensating UKRF $99,997.00 for their services;

WHEREAS, the Agreement states in part, in Paragraph 2 titled Effective Date; Term of the Statement of Agreement: "Upon mutual written agreement, the Parties may renew this Agreement, in whole or in part, for three (3) successive terms of one (1) year (each a 'Renewal Term'), with the final Renewal Terms ending on September 29, 2026,";

WHEREAS, the Agreement states in part, in Paragraph 5 titled Compensation; Method of Payment of the Statement of Agreement: "LFUCG shall compensate UKRF for the Services in an amount which shall not exceed Ninety-Nine Thousand Nine Hundred Ninety-Seven Dollars and 00/100 Cents ($99,997.00) during each year of the Grant Period as outlined in Exhibit 'B' for the performance of the Services.";

NOW, THEREFORE, in consideration of the foregoing and mutually agreed upon promises stated in the Agreement, the parties hereto agree to renew the Evaluation Services Agreement beginning September 30, 2025 through September 29, 2026 at an amount which shall not exceed Ninety-Nine Thousand Nine Hundred Ninety-Eight Dollars and 00/100 Cents ($99,998.00).

The parties agree that all other terms and conditions of the Agreement dated December 12, 2022 shall continue to apply.

[INTENTIONALLY LEFT BLANK. SIGNATURE PAGE TO FOLLOW]

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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

_____
Linda Gorton, Mayor

ATTEST:

_____
Clerk of Urban County Council

UNIVERSITY OF KENTUCKY RESEARCH FOUNDATION

BY_____
Kim C. Carter, Associate Director

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 1068-25

File ID:	1068-25	**Type:**	Agenda Item	**Status:**	Agenda Ready
Version:	1	**Contract #:**		**In Control:**	Human Resources
				File Created:	11/07/2025
File Name:	26-0026- POST Testing Agreement			**Final Action:**	

Title: Authorization for a test licensing agreement with Stanard and Associates, Inc. to administer their Police Officer Selection Test (POST) for police recruit candidates. The cost is not to exceed $5,000. Funds are budgeted. (L1068-25) (George/Hamilton)

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	Bluesheet Memo 26-0026, Agreement_002	**Enactment Number:**	
Deed #:		**Hearing Date:**	
Drafter:	Alana Morton	**Effective Date:**	

History of Legislative File

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

Text of Legislative File 1068-25

Title

Authorization for a test licensing agreement with Stanard and Associates, Inc. to administer their Police Officer Selection Test (POST) for police recruit candidates. The cost is not to exceed $5,000. Funds are budgeted. (L1068-25) (George/Hamilton)

Summary

Authorization for a test licensing agreement with Stanard and Associates, Inc. to administer their Police Officer Selection Test (POST) for police recruit candidates. The cost is not to exceed $5,000. Funds are budgeted. (L1068-25) (George/Hamilton)

Budgetary Implications [select]: Yes

Advance Document Review:

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

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

Fully Budgeted [select]: Yes

Account Number: 1101-160502-1821-71299

This Fiscal Year Impact: $5000
Annual Impact: $
Project:
Activity:
Budget Reference:
Current Balance: $38,793.78

MAYOR LINDA GORTON

LEXINGTON

GLENDA HUMPHREY GEORGE
DIRECTOR
HUMAN RESOURCES

M E M O R A N D U M

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

FROM: Glenda Humphrey George, Director
Division of Human Resources

DATE: November 7, 2025

SUBJECT: **Purchase and Test Security Agreement – Stanard & Associates**

Request:
The attached action authorizes a test licensing agreement between Stanard and Associates, Inc. and the Lexington-Fayette Urban County Government in order to administer their Police Officer Selection Test (POST) for police recruit candidates.

What is the cost in this budget year and future budget year?
The cost is not to exceed $5,000 and will be funded from the division's Professional Services/Police account (1101-160502-1821-71299).

File Number: 1068-25

Director/Commissioner:
Glenda Humphrey George/Sally Hamilton

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

Order Form

The National

Police Officer Selection Test

Selection System™ - Selecting Tomorrow's Leaders…Today

Quality Through Selection

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Stanard & Associates, Inc.

Data for Decisions in Management

How to Complete Your Order Form

Following the directions given below, complete pages 3 and 4 via your computer directly in this PDF file. Then using your digital signature sign the Purchase and Security Agreement, save the file and email both pages to stanard@kypolicechiefs.org. Or you can print the completed order form, manually sign the agreement then email or mail the documents to the Kentucky Association of Chiefs of Police. Note: the most current version of Adobe Reader is required to use the fillable PDF option. Go to www.adobe.com for information.

A. General Information

Ship to: List the person who is authorized to receive the shipment of test materials. Be sure to provide the complete shipping address, including name of agency or city/county/university department and room number, suite or floor if needed. We can not ship to a P.O. Box. Most orders are shipped UPS Ground and it is critical to have accurate zip code information.

Bill to: List the person responsible for paying for the testing materials and their complete mailing address.

B. Testing Information and Test Format

Test Format: Please indicate whether you would like the exams scored by Stanard & Associates, Inc. or the agency-scored version.

Form Type: Because we have multiple forms of the POST, please specify which form you wish to order. It is also acceptable to indicate 'same' or 'alternate', which tells us you want the same form as your last order or an alternate form. If you want to discuss this with one of our staff, please call the Kentucky Association of Chiefs of Police at 270-871-2040.

Test Materials Arrival Date: List the date by which you wish to receive test materials. If no date is listed, materials will be shipped 2-3 days after receipt of order form.

Test Date(s): For invoicing purposes we need you to please indicate your agency's test date(s) or approximate date. If you plan to keep unused booklets for future testing please check the box instructing us to invoice now for all testing materials ordered.

Test Results Date: If Stanard & Associates, Inc. is scoring the exams, please indicate your preferred date for receiving results.

C. Test Cutoff Score

(Please select ONE of the four options if Stanard & Associates, Inc. is scoring)

Test Cutoff Scores: For test scoring and reporting purposes, please specify the cutoff score your agency uses. Cutoff scores are based on a number of considerations which are unique to each hiring agency, such as local civil service rules/guidelines, hiring objectives and concerns about adverse impact against protected groups. While making the decision about what cutoff score to be used is ultimately your agency's responsibility, please call S&A at 800-367-6919 should you wish to discuss your agency's needs with a consultant.

D. Price Grids

Price Grids: Please fill out the price grid appropriate for the type of test you are selecting. Volume discounts are based on the number of tests purchased. Unused agency-scored tests can be returned to Stanard & Associates, Inc. for a refund within 14 days of Test Date. Agencies will be invoiced for all tests ordered if unused booklets are not returned within 14 days of Test Date. If you choose to have Stanard & Associates, Inc. score, all unused test booklets should be returned with the booklets to be scored within 14 days of Test Date. To avoid invoicing for all tests ordered, Test Date shall not extend beyond 30 days of Test Materials Arrival Date. The cost of the Administration Guide, the Examiner's Manual and Study Guide is not refundable.

E. Test Results Format

(Please select ONE of the three options if Stanard & Associates, Inc. is scoring)

Option I Alphabetical list of individuals who passed the test and their percent correct on each section, and an alphabetical list of individuals who failed and their percent correct on each section.

Option II Alphabetical list of all individuals with pass or fail indication.

Option III Rank-ordered list of all individuals by overall score.

PLEASE READ AND SIGN THE PURCHASE AND SECURITY AGREEMENT ON THE BACK OF THE ORDER FORM AND EMAIL TO THE KENTUCKY ASSOCIATION OF CHIEFS OF POLICE AT stanard@kypolicechiefs.org. NO ORDER WILL BE PROCESSED WITHOUT RECEIPT OF THE PURCHASE AND SECURITY AGREEMENT.

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Stanard & Associates, Inc.
Data for Decisions in Management

The National Police Officer Selection Test (POST) Order Form

(Please see directions for completing the Order Form on the facing page)

A. General Information

Ship to:		Bill to:	
Name: Robin Brooks		Name: Alana Morton	
Title/Rank: Human Resources Generalist		Title/Rank: Administrative Specialist Principal	
Agency: Lexington-Fayette Urban County Government		Agency: Lexington-Fayette Urban County Government	
Street Address, Room, Floor (No P.O. Box): 200 E. Main St		Billing Address, Room, Floor: 200 E. Main St	
City, State & Zip: Lexington, KY 40507		City, State & Zip: Lexington, KY 40507	
Phone: 859/258-3038	E-Mail: rbrooks@lexingtonky.gov	Phone: 859/258-3037	E-Mail: amorton@lexingtonky.gov
Ordered by (print name): Robin Brooks		☐ This is our agency's first POST order	☑ Re-order

B. Testing Information and Test Format

☐ Scored by Stanard & Associates, Inc. ☑ Agency-Scored Test Form Type (A, B, C, D) A

Test Materials Arrival Date: 11/28/25

Test Date(s): 12/6/25 and 12/7/25 **OR Check Here** ☑ **Instructing us to invoice now for all testing materials ordered.**

Test Results Date: If scored by Stanard & Associates, Inc., what date would you like your results: _____

Turnaround time is approximately 5-10 working days from the time Stanard & Associates, Inc. receives the completed tests; however this may vary according to volume. If there is a conflict concerning your request date, Stanard & Associates, Inc. will call to discuss.

C. Test Cutoff Score

(Please select ONE of the four options if Stanard & Associates, Inc. is scoring)

1.) ☐ Overall Score Cutoff only: _____%

2.) ☐ Per Section Cutoff: _____ % for Math.; _____ % for Read. Comp.; _____ % for Grammar; _____ % for Incident Report Writing

3.) ☐ No Cutoff Score (i.e., a rank-ordered list of candidates' scores)

4.) ☐ Other (please describe): N/A

D. Price Grids

Test(s) Scored by Stanard & Associates, Inc.

(Price includes test booklet, scoring and reporting of test results)

# of Tests	1-250	251-500	501+	Quantity	Subtotal
POST	$24.50	$23.50	$22.00		
Administration Guide*	$8.00				
Study Guide	$7.50				
				Subtotal***	

* One Administration Guide must be purchased with first order

Test(s) Scored by User Agency (Agency-Scored)

# of Tests	1-250	251-500	501+	Quantity	Subtotal
POST	$21.50	$20.50	$19.50	225	4837.50
Examiner's Manual*	$10.00			100 Ans. sheets	50.00
Study Guide	$7.50				
				Subtotal***	$4887.50

* One Examiner's Manual must be purchased with first order

****All agencies will be invoiced for shipping and handling charges. Unless instructed otherwise, S&A will select the most economical UPS service required to meet the requested Test Materials Arrival Date. If needed, you can call for an estimate of these costs.**

E. Test Results Format

Please select one

☐ Option 1

☐ Option 2

☐ Option 3

E-Mail or Mail to Place Your Order

Kentucky Association of Chiefs of Police

Email Order & Security Agreement To:
stanard@kypolicechiefs.org

For assistance call: 859-991-0661

Mail To:
Kentucky Association of Chiefs of Police
P.O. Box 206
Alexandria, KY 41001

Quality Through Selection

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Stanard & Associates, Inc.
Data for Decisions in Management

The National Police Officer Selection Test (POST)

Purchase and Test Security Agreement

- ✓ The National Police Officer Selection Test (POST, hereafter) will be kept in locked files.
- ✓ This agreement applies to users of the POST and POST-related materials, including public safety agencies, employment agencies, or other entities that use the POST to guide personnel decisions.
- ✓ Access to the POST will be by authorized personnel only.
- ✓ POST materials cannot be reproduced for any purpose.
- ✓ POST will not be supplied to anyone for advance study or after the examination period.
- ✓ This purchase agreement can only be modified with written approval by Stanard & Associates, Inc. (S&A).

Payment
For tests scored by S&A, full payment is due upon delivery of hard copy test results and invoice. Agency-scored POST users will be invoiced approximately two weeks after test date. Full payment is due upon receipt of invoice. **Your Agency will be invoiced by the Kentucky Association of Chiefs of Police. Please direct invoicing-related inquires to your Association contact person.**

Returns
To avoid being invoiced for all test booklets ordered, all unused agency-scored tests must be returned within 14 days of the test date. If the user chooses to have S&A score the tests, the user is required to return all used and unused test booklets to S&A within 14 days of the test date.

Shipping
All test materials must be packaged securely for shipping and a carrier with electronic tracking capabilities must be used (e.g., UPS or Federal Express.) If materials are returned damaged because of improper packing or are lost in transit, the user is solely responsible for all damaged or missing booklets.

Copyright and Test Security
No agency, licensee or end user of the POST or POST guides is authorized to publish, reproduce, or adapt these materials for any purpose or by any means, including photoduplication. Duplication of testing materials is strictly prohibited. Should any POST materials become involved in legal proceedings, the user (1) will inform all parties to the legal proceedings of the terms of this agreement and all confidentiality provisions, (2) will immediately notify S&A in writing of the legal proceedings, and (3) will obtain an enforceable protective order to protect and secure the confidentiality of the POST test and POST-related materials and to limit and restrict disclosure to the fullest extent permitted by the court and court rules.

Use of the Test
POST materials received from S&A will be used only for the official purpose of the named user. Under no circumstances will POST materials be available for study, copying, photographing, reproduction or re-publication, in whole or in part. Only authorized persons will have access to test materials, and test materials will not be loaned, given, sold or otherwise made available to any unauthorized person. It is the user agency's responsibility to ensure that the hiring process, and all uses and applications of this exam, including cutoff scores, complies with all applicable laws, regulations and professional guidelines for employee selection. While S&A has completed a nationwide job analysis study demonstrating the job-relatedness of the POST for its intended use, it is the exclusive responsibility of the user to obtain sufficient evidence that the skills measured by the POST are valid job requirements.

Limitation of Liability
In no event will S&A be liable for any indirect, consequential, exemplary, or special damages arising out of this agreement or purchase or use of POST products. The user agrees that S&A is not responsible for any liability or expense incurred by the user arising out of any claim asserted by any third party that relates to use of POST test materials. S&A's total liability to the user of POST test materials is limited to the user's total purchase price paid for the POST test materials.

Authorized Signatory
The person signing this agreement on behalf of the user agency has the full authority to enter into this agreement on behalf of the user and is authorized to bind the user to the terms of this agreement. S&A reserves the right to require the signature on this agreement of any other officer, employee of agent of the user agency who is now, or later becomes, responsible for test administration.

Termination
S&A and the Kentucky Association of Chiefs of Police have the right to terminate this agreement and withhold or recall POST materials if terms and conditions of this agreement are believed to have been violated.

To maintain the reliability and validity of the POST, the individual who signs this agreement accepts, on behalf of the agency, to comply with the terms and conditions of the purchase and security agreement.

Linda Gorton, Mayor	Lexington-Fayette Urban County Government
Print Name and Title	Name of Agency/Organization
	200 E. Main St
Signature / Date	Address
	Lexington, KY 40507
Phone / Email	City/State/Zip

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Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 1069-25

File ID:	1069-25	**Type:**	Agenda Item	**Status:**	Agenda Ready
Version:	1	**Contract #:**		**In Control:**	Human Resources
				File Created:	11/07/2025
File Name:	26-0007- Abolish/Create- Computer Services			**Final Action:**	

Title: Authorization to abolish one (1) classified position of Systems Analyst (Grade 523E) and create one (1) classified position of Technical Architect (Grade 528E) in the Division of Computer Services, effective upon passage of Council. This has a 12-month future impact cost of $24,971.26. (L1069-25) (George/Hamilton)

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	Bluesheet Memo 26-0007, From to Template 26-0007, HR Fiscal Impact- 26-0007	**Enactment Number:**	
Deed #:		**Hearing Date:**	
Drafter:	Alana Morton	**Effective Date:**	

History of Legislative File

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

Text of Legislative File 1069-25

Title

Authorization to abolish one (1) classified position of Systems Analyst (Grade 523E) and create one (1) classified position of Technical Architect (Grade 528E) in the Division of Computer Services, effective upon passage of Council. This has a 12-month future impact cost of $24,971.26. (L1069-25) (George/Hamilton)

Summary

Authorization to abolish one (1) classified position of Systems Analyst (Grade 523E) and create one (1) classified position of Technical Architect (Grade 528E) in the Division of Computer Services, effective upon passage of Council. This has a 12-month future impact cost of $24,971.26. (L1069-25) (George/Hamilton)

Budgetary Implications [select]: Yes

Advance Document Review:

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

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

Fully Budgeted [select]: Partial

Account Number:

This Fiscal Year Impact: $24,971.26

Annual Impact: $

Project:

Activity:

Budget Reference:

Current Balance:

MAYOR LINDA GORTON

LEXINGTON

GLENDA HUMPHREY GEORGE
DIRECTOR
HUMAN RESOURCES

MEMORANDUM

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

FROM: Glenda Humphrey George, Director
Division of Human Resources

DATE: November 7, 2025

SUBJECT: Abolish/Create positions – Division of Computer Services

Request:
The attached action is requesting authorization to abolish one (1) classified position of Systems Analyst (Grade 523E) and create one (1) classified position of Technical Architect (Grade 528E) in the Division of Computer Services, effective upon passage of Council.

Why are you requesting:
As we continue to explore opportunities for application functionality improvements, modernization, consolidation, and simplification, this proposed position addresses critical gaps in analysis, solution architecture, service management, and supplier management within the division. The purpose of this role is to better enable and facilitate ongoing discussions with internal city department stakeholders regarding their application functionality needs and priorities, whether through internal technology solutions or vendor-provided applications.

What is the cost in this budget year and future budget year?
This has a 12-month future impact cost of $24,971.26.

Position Title	Annual Salary Before	Annual Salary After	Annual Increase/Decrease
Systems Analyst	$71,556.16	$0	($71,556.16)
Technical Architect	$0	$91,328.64	$91,328.64

Total Annual Impact/ Salary and Benefits $24,971.26

File Number: 1069-25

Director/Commissioner: Glenda Humphrey George/Sally Hamilton

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

Lexington-Fayette Urban County Government

Changes in Authorized Positions

Date: 11/7/25

Classified Civil Service

Changes From:

Div. Line #	No. Pos.	Class Code	Pay Grade	Position Title	Prog. #	Employee Name	Salary
Division of Computer Services (250)							
250.038	5	374	523E	Systems Analyst	-----	-----	-----
-----	-----	-----	-----	-----	-----	-----	-----

Changes To:

Div. Line #	No. Pos.	Class Code	Pay Grade	Position Title	Prog. #	Employee Name	Salary
Division of Computer Services (250)							
250.038	4	374	523E	Systems Analyst	-----	-----	-----
250.019	1	358	528E	Technical Architect	-----	-----	-----

Bluesheet 26-0007

Division of Computer Services

Description		1 or -1	Hour Rate	***63122*** Base Comp	***63511*** Benefits Cost 18.62% Pension	***63615*** Other Fringe	***63621*** 6.20% FICA	***63622*** 0.023% Unemp	***63624*** 1.45% Medicare	Employee Total Cost
Systems Analyst (Grade 523E)	Abolish	-1.00	34.402	($71,556.16)	($13,323.76)	($5,528.88)	($4,701.15)	($16.46)	($1,099.46)	($96,225.87)
Technical Architect (528E)	Create	1.00	43.908	$91,328.64	$17,005.39	$5,528.88	$5,927.05	$21.01	$1,386.16	$121,197.13
Pay Periods				$19,772.48	$3,681.64	$0.00	$1,225.89	$4.55	$286.70	$24,971.26

Annual Cost: $24,971.26

Taxable Fringe	$4,268.88
Total Fringe	$5,528.88

Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 1070-25

File ID:	1070-25	**Type:** Agenda Item	**Status:** Agenda Ready
Version:	1	**Contract #:**	**In Control:** Human Resources
			File Created: 11/07/2025
File Name:	26-0001f- Amend Authorized Strength- FY26		**Final Action:**

Title: Authorization to amend the classified civil service authorized strength by creating one (1) Security Officer (Grade 511N) in the Department of Public Safety Services and creating two (2) Recreation Specialist Sr. (Grade 516N) and one (1) Public Service Worker (Grade 508N) in the Division of Aging & Disability Services, all effective retroactive to July 1, 2025, as approved in the FY 2026 Budget. (L1070-25) (George/Hamilton)

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	Bluesheet Memo 26-0001f, From to 26.0001e	**Enactment Number:**	
Deed #:		**Hearing Date:**	
Drafter:	Alana Morton	**Effective Date:**	

History of Legislative File

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

Text of Legislative File 1070-25

Title

Authorization to amend the classified civil service authorized strength by creating one (1) Security Officer (Grade 511N) in the Department of Public Safety Services and creating two (2) Recreation Specialist Sr. (Grade 516N) and one (1) Public Service Worker (Grade 508N) in the Division of Aging & Disability Services, all effective retroactive to July 1, 2025, as approved in the FY 2026 Budget. (L1070-25) (George/Hamilton)

Summary

Authorization to amend the classified civil service authorized strength by creating one (1) Security Officer (Grade 511N) in the Department of Public Safety Services and creating two (2) Recreation Specialist Sr. (Grade 516N) and one (1) Public Service Worker (Grade 508N) in the Division of Aging & Disability Services, all effective retroactive to July 1, 2025, as approved in the FY 2026 Budget. (L1070-25) (George/Hamilton)

Budgetary Implications [select]: Yes/NO
Advance Document Review:

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

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

Fully Budgeted [select]: Yes
Account Number:
This Fiscal Year Impact: $
Annual Impact: $
Project:
Activity:
Budget Reference:
Current Balance:

MAYOR LINDA GORTON

LEXINGTON

GLENDA HUMPHREY GEORGE
DIRECTOR
HUMAN RESOURCES

M E M O R A N D U M

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

FROM: Glenda H. George by EH
Glenda Humphrey George, Director
Division of Human Resources

DATE: November 7, 2025

RE: Amendment to Authorized Strength

The attached action amends the classified civil service authorized strength as follows:

- Create one (1) Security Officer (Grade 511N) in the Department of Public Safety Services;
- Create two (2) Recreation Specialist Sr. (Grade 516N) and one (1) Public Service Worker (Grade 508N) in the Division of Aging & Disability Services;
- All effective retroactive to July 1, 2025.

The fiscal impact for FY 2026 (26 pay periods) positions will be budget-neutral. All funding for the new positions is included in the FY 2026 approved budget.

File Number: 1070-25

Director/Commissioner: Glenda Humphrey George/Sally Hamilton

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

Lexington-Fayette Urban County Government

Changes in Authorized Positions

Date: 11/4/25

Classified Civil Service

Changes From:

Div. Line #	No. Pos.	Class Code	Pay Grade	Position Title	Prog. #	Employee Name	Salary
Department of Public Safety (510)							
510.030	13	677	510N	Security Officer	-----	-----	-----
Division of Aging & Disability Service (615)							
615.035	3	806	516N	Recreation Specialist Sr.	-----	-----	-----
615.050	1	602	508N	Public Service Worker	-----	-----	-----

Changes To:

Div. Line #	No. Pos.	Class Code	Pay Grade	Position Title	Prog. #	Employee Name	Salary
Department of Public Safety (510)							
510.030	14	677	510N	Security Officer	-----	-----	-----
Division of Aging & Disability Service (615)							
615.035	5	806	516N	Recreation Specialist Sr.	-----	-----	-----
615.050	2	602	508N	Public Service Worker	-----	-----	-----

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 1071-25

File ID:	1071-25	**Type:**	Agenda Item	**Status:**	Agenda Ready
Version:	1	**Contract #:**		**In Control:**	Human Resources
				File Created:	11/07/2025
File Name:	26-0018- Create - Accounting			**Final Action:**	

Title: Authorization to create one (1) classified position of Accountant Sr. (Grade 524E) in the Division of Accounting, effective upon passage of Council. This has a 12-month future impact cost of $100,744.13. (L1071-25) (George/Hamilton)

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	Bluesheet Memo 26-0018, From to Template 26-0018, HR Fiscal Impact- 26-0018	**Enactment Number:**	
Deed #:		**Hearing Date:**	
Drafter:	Alana Morton	**Effective Date:**	

History of Legislative File

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

Text of Legislative File 1071-25

Title

Authorization to create one (1) classified position of Accountant Sr. (Grade 524E) in the Division of Accounting, effective upon passage of Council. This has a 12-month future impact cost of $100,744.13. (L1071-25) (George/Hamilton)

Summary

Authorization to create one (1) classified position of Accountant Sr. (Grade 524E) in the Division of Accounting, effective upon passage of Council. This has a 12-month future impact cost of $100,744.13. (L1071-25) (George/Hamilton)

Budgetary Implications [select]: Yes

Advance Document Review:

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

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

Fully Budgeted [select]: No

Account Number:
This Fiscal Year Impact: $100,744.13
Annual Impact: $
Project:
Activity:
Budget Reference:
Current Balance:

MAYOR LINDA GORTON

LEXINGTON

GLENDA HUMPHREY GEORGE
DIRECTOR
HUMAN RESOURCES

M E M O R A N D U M

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

FROM: Glenda H. George by EH
Glenda Humphrey George, Director
Division of Human Resources

DATE: November 4, 2025

SUBJECT: Create position – Division of Accounting

Request:
The attached action is requesting authorization to create one (1) classified position of Accountant Sr. (Grade 524E) in the Division of Accounting, effective upon passage of Council.

Why are you requesting:
The purpose of this position is to facilitate the transition of all ARPA-funded positions to become classified civil service positions.

What is the cost in this budget year and future budget year?
This has a 12-month future impact cost of $100,744.13.

Position Title	Annual Salary Before	Annual Salary After	Annual Increase/Decrease
Accountant Sr.	$0	$75,133.76	$75,133.76
Total Annual Impact/ Salary and Benefits $100,744.13			

File Number: 1071.25

Director/Commissioner: Glenda Humphrey George/Sally Hamilton
If you have questions or need additional information, please contact Alana Morton at (859) 258-3037.

Lexington-Fayette Urban County Government

Changes in Authorized Positions

Date: 11/7/25

Classified Civil Service

Changes From:

Div. Line #	No. Pos.	Class Code	Pay Grade	Position Title	Prog. #	Employee Name	Salary
Division of Accounting (220)							
220.020	3	308	524E	Accountant Sr.	-----	-----	-----

Changes To:

Div. Line #	No. Pos.	Class Code	Pay Grade	Position Title	Prog. #	Employee Name	Salary
Division of Accounting (220)							
220.020	4	308	524E	Accountant Sr.	-----	-----	-----

Bluesheet 26-0018

Division of Accounting

Description		1 or -1	Hour Rate	***63122*** Base Comp	***63511*** Benefits Cost 18.62% Pension	***63615*** Other Fringe	***63621*** 6.20% FICA	***63622*** 0.023% Unemp	***63624*** 1.45% Medicare	Employee Total Cost
Accountant Sr. (Grade 524E)	Create	1.00	36.122	$75,133.76	$13,989.91	$5,528.88	$4,922.96	$17.28	$1,151.34	$100,744.13
Pay Periods				$75,133.76	$13,989.91	$5,528.88	$4,922.96	$17.28	$1,151.34	$100,744.13

Annual Cost: $100,744.13

Taxable Fringe	$4,268.88
Total Fringe	$5,528.88

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 1072-25

File ID:	1072-25	**Type:**	Agenda Item	**Status:**	Agenda Ready
Version:	1	**Contract #:**		**In Control:**	Human Resources
				File Created:	11/07/2025
File Name:	26-0025- Market Studies			**Final Action:**	

Title: Authorization to amend the classified and unclassified civil service authorized strength by updating job codes from 3-digits to 6-digits and adjusting the job titles and/or pay grades as summarized below, effective at the beginning of the first pay period upon passage of Council. Abolish thirteen (13) positions of Municipal Engineer Sr., Grade 530E; create thirteen (13) positions of Municipal Engineer, Grade 532E; and transfer the incumbents. Abolish three (3) positions of Engineering Section Manager, Grade 530E; create three (3) positions of Engineering Section Manager, Sr., Grade 532E; and transfer the incumbents. Split forty-eight (48) job classifications with five hundred thirty-seven (537) positions into ninety-six (96) job classifications; increase the pay grades for thirty-one (31) job classifications; and transfer the incumbents. This action will have a 12-month impact of $324,385. (L1072-25) (George/Hamilton)

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	Bluesheet Memo 26-0025, From-to 26-0025	**Enactment Number:**	
Deed #:		**Hearing Date:**	
Drafter:	Alana Morton	**Effective Date:**	

History of Legislative File

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

Text of Legislative File 1072-25

Title

Authorization to amend the classified and unclassified civil service authorized strength by updating job codes from 3-digits to 6-digits and adjusting the job titles and/or pay grades as summarized below, effective at the beginning of the first pay period upon passage of Council. Abolish thirteen (13) positions of Municipal Engineer Sr., Grade 530E; create thirteen (13) positions of Municipal Engineer, Grade 532E; and transfer the incumbents.

Abolish three (3) positions of Engineering Section Manager, Grade 530E; create three (3) positions of Engineering Section Manager, Sr., Grade 532E; and transfer the incumbents. Split forty-eight (48) job classifications with five hundred thirty-seven (537) positions into ninety-six (96) job classifications; increase the pay grades for thirty-one (31) job classifications; and transfer the incumbents. This action will have a 12-month impact of $324,385. (L1072-25) (George/Hamilton)

Summary

Authorization to amend the classified and unclassified civil service authorized strength by updating job codes from 3-digits to 6-digits and adjusting the job titles and/or pay grades as summarized below, effective at the beginning of the first pay period upon passage of Council. Abolish thirteen (13) positions of Municipal Engineer Sr., Grade 530E; create thirteen (13) positions of Municipal Engineer, Grade 532E; and transfer the incumbents. Abolish three (3) positions of Engineering Section Manager, Grade 530E; create three (3) positions of Engineering Section Manager, Sr., Grade 532E; and transfer the incumbents. Split forty-eight (48) job classifications with five hundred thirty-seven (537) positions into ninety-six (96) job classifications; increase the pay grades for thirty-one (31) job classifications; and transfer the incumbents. This action will have a 12-month impact of $324,385. (L1072-25) (George/Hamilton)

Budgetary Implications [select]: Yes

Advance Document Review:

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

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

Fully Budgeted [select]: No

Account Number:

This Fiscal Year Impact: $

Annual Impact: $

Project:

Activity:

Budget Reference:

Current Balance:

MAYOR LINDA GORTON

LEXINGTON

GLENDA HUMPHREY GEORGE
DIRECTOR
HUMAN RESOURCES

M E M O R A N D U M

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

FROM: Glenda H. George by EH
Glenda Humphrey George, Director
Division of Human Resources

DATE: **November 7, 2025**

RE: **Market Studies – Multiple Divisions**

Request:
The attached action is requesting authorization to amend the classified and unclassified civil service authorized strength by updating job codes from 3-digits to 6-digits and adjusting the job titles and/or pay grades as summarized below, effective at the beginning of the first pay period upon passage of Council.

Abolish thirteen (13) positions of Municipal Engineer Sr., Grade 530E; create thirteen (13) positions of Municipal Engineer, Grade 532E; and transfer the incumbents.

Abolish three (3) positions of Engineering Section Manager, Grade 530E; create three (3) positions of Engineering Section Manager, Sr., Grade 532E; and transfer the incumbents.

Split forty-eight (48) job classifications with five hundred thirty-seven (537) positions into ninety-six (96) job classifications; increase the pay grades for thirty-one (31) job classifications; and transfer the incumbents.

Why are you requesting:
With the approval of the CAO, the Division of Human Resources conducted a market study for 49 job classifications. The amendments will aid in the administration and maintenance of the comprehensive

plan for the classified civil service and better align it to the labor market for work performed, benefiting employee recruitment, retention, and career planning.

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

This action will have a 12-month impact of $324,385. Each cost by fund is as follows:

1101	$87,361
1115	$65,269
4002	$136,537
4051	$29,436
4121	$5,782

**To include: Streets & Roads; WQ; Waste; Corrections; Fleet; Parks*

File Number: 1073.25

Director/Commissioner: Glenda Humphrey George/Sally Hamilton
If you have questions or need additional information, please contact Alana Morton at 859-258-3037.

Lexington-Fayette Urban County Government

Changes in Authorized Positions

Date: 11/7/25

Classified Civil Service

Changes From:								Changes To:							
Div. Line #	No. Pos.	Class Code	Pay Grade	Position Title	Prog. #	Employee Name	Salary	Div. Line #	No. Pos.	Class Code	Pay Grade	Position Title	Prog. #	Employee Name	Salary
Division of Engineering (320)								**Division of Engineering (320)**							
320.030	2	435	530E	Engineering Section Manager	-----	Hillard Newman	$5,045.44/biweekly	320.030	2	110435	532E	Engineering Section Manager Sr.	-----	Hillard Newman	$5,550.00/biweekly
						Mark Feibes	$5,374.48/biweekly							Mark Feibes	$5,911.92/biweekly
320.032	9	432	528E	Municipal Engineer Sr.	-----	Brian Hayes	$3,993.92/biweekly	320.032	9	170432	530E	Municipal Engineer	-----	Brian Hayes	$4,393.28/biweekly
						Vaughan Adkins	$4,052.64/biweekly							Vaughan Adkins	$4,457.92/biweekly
						Joshua Dezarn	$3,855.84/biweekly							Joshua Dezarn	$4,241.44/biweekly
						Thomas Clements	$3,722.64/biweekly							Thomas Clements	$4,094.88/biweekly
						Heath Gabbard	$3,977.84/biweekly							Heath Gabbard	$4,375.60/biweekly
						John Cassel	$3,915.52/biweekly							John Cassel	$4,307.04/biweekly
						VACANT	$3,193.28/biweekly							VACANT	$3,520.56/biweekly
						VACANT	$3,193.28/biweekly							VACANT	$3,520.56/biweekly
						VACANT	$3,193.28/biweekly							VACANT	$3,520.56/biweekly
Division of Streets & Roads (330)								**Division of Streets & Roads (330)**							
330.015	2	608	519E	Operations Supervisor	-----	Ronald Hinton	$2,346.24/biweekly	330.015	2	470300	520E	S&R Operations Manager	-----	Ronald Hinton	$2,510.48/biweekly
						Gregory Taulbee	$2,628.40/biweekly							Gregory Taulbee	$2,812.40/biweekly
330.025	8	606	517N	Public Service Supervisor	-----	Holland Buck	$33.549/hourly	330.025	1	470130	518N	Manhole Crew Supervisor	-----	Holland Buck	$35.897/hourly
						James Hess	$32.010/hourly	330.027	1	470120	518N	Asphalt Crew Supervisor	-----	James Hess	$34.251/hourly
						William Hill	$26.235/hourly	330.028	1	470125	518N	Concrete Crew Supervisor	-----	William Hill	$28.071/hourly
						Clarence McCoy	$25.235/hourly	330.029	1	530615	518N	Inventory Control Supervisor	-----	Clarence McCoy	$27.001/hourly
						Keith Martin	$30.853/hourly	330.030	1	530625	518N	Supr, Maintenance Contracts	-----	Keith Martin	$33.013/hourly
						Jonathan Miller	$30.332/hourly	330.031	1	530635	518N	Street Sweeping Supervisor	-----	Jonathan Miller	$32.455/hourly
						William Caudell	$26.573/hourly	330.032	1	530645	518N	S&R Paint Crew Supervisor	-----	William Caudell	$28.433/hourly
						Melissa Jackson	$26.353/hourly	330.033	1	530655	518N	Forestry Crew Supervisor	-----	Melissa Jackson	$28.198/hourly
330.036	11	612	516N	Heavy Equipment Operator	-----	Darren Lizer	$26.078/hourly	330.336	9	490720	516N	Heavy Equipment Mechanic		Darren Lizer	$26.078/hourly
						Jeremy Asbery	$25.814/hourly							Jeremy Asbery	$25.814/hourly
						Alex Herring	$24.783/hourly							Alex Herring	$24.783/hourly
						Matthew McFarland	$24.552/hourly							Matthew McFarland	$24.552/hourly
						Robert Johnson	$33.289/hourly							Robert Johnson	$33.289/hourly
						Terry Baker	$24.590/hourly							Terry Baker	$24.590/hourly
						Sean McStay	$24.218/hourly							Sean McStay	$24.218/hourly
						Danny Tankersley	$32.225/hourly							Danny Tankersley	$32.225/hourly
						VACANT	$22.226/hourly							VACANT	$22.226/hourly
						Kyle Spivey	$24.759/hourly	330.337	2	370810	516N	Forestry Technician Sr.	-----	Kyle Spivey	$24.759/hourly
						James Ellis	$24.342/hourly							James Ellis	$24.342/hourly
330.040	17	614	515N	Equipment Operator Sr	-----	Sam Clark	$29.011/hourly	330.040	2	470115	516N	Heavy Equipment Operator, S&R	-----	Sam Clark	$31.042/hourly
						VACANT	$21.168/hourly							VACANT	$22.226/hourly
						Christopher Garnett	$24.935/hourly	330.041	2	470210	515N	Pavement Marking Tech, Sr	-----	Christopher Garnett	$24.935/hourly
						VACANT	$21.168/hourly							VACANT	$21.168/hourly
						Andrew Mains	$23.890/hourly	330.042	13	470250	515N	Street Sweeper	-----	Andrew Mains	$23.890/hourly
						Gary Robertson	$24.734/hourly							Gary Robertson	$24.734/hourly
						Baba Obaro	$23.110/hourly							Baba Obaro	$23.110/hourly
						Phillip Smith	$23.638/hourly							Phillip Smith	$23.638/hourly
						Lamont Martin	$21.816/hourly							Lamont Martin	$21.816/hourly
						Sherry Gillum	$23.727/hourly							Sherry Gillum	$23.727/hourly
						Crystal Martin	$21.821/hourly							Crystal Martin	$21.821/hourly
						Shanietra Bell	$22.017/hourly							Shanietra Bell	$22.017/hourly
						Marlon Santiago Algarin	$23.760/hourly							Marlon Santiago Algarin	$23.760/hourly
						Randall Wilson	$24.734/hourly							Randall Wilson	$24.734/hourly
						Danny Stevens	$26.804/hourly							Danny Stevens	$26.804/hourly
						Edward Bass	$23.897/hourly							Edward Bass	$23.897/hourly
						VACANT	$21.168/hourly							VACANT	$21.168/hourly

330.045	9	632	515N	Skilled Trades Worker	-----	Jeff Springer	$22.329/hourly		330.043	9	470110	515N	S&R Maintenance Worker, Sr	-----	Jeff Springer	$22.329/hourly
						Nathan Rainey	$22.071/hourly								Nathan Rainey	$22.071/hourly
						Lawrence Moberly	$22.902/hourly								Lawrence Moberly	$22.902/hourly
						Waylon Reboin	$22.050/hourly								Waylon Reboin	$22.050/hourly
						Frank Brown	$23.002/hourly								Frank Brown	$23.002/hourly
						Christian Peters	$23.163/hourly								Christian Peters	$23.163/hourly
						Dwayne Moore	$22.738/hourly								Dwayne Moore	$22.738/hourly
						Terrence Tichenor	$23.125/hourly								Terrence Tichenor	$23.125/hourly
						Isaiah Smith	$24.311/hourly								Isaiah Smith	$24.311/hourly
330.044	1	624	514N	Vehicle & Equipment Mechanic	-----	James Begley	$24.258/hourly		330.044	1	490705	515N	Small Engine & Equipment Mech	-----	James Begley	$25.956/hourly
330.046	3	613	512N	Equipment Operator	-----	Jesse McKinney	$22.512/hourly		330.045	2	370805	512N	Forestry Technician	-----	Jesse McKinney	$22.512/hourly
						Jeffrey May	$22.035/hourly								Jeffrey May	$22.035/hourly
						Alfred Godfrey	$19.066/hourly		330.046	1	470205	512N	Pavement Marking Technician	-----	Alfred Godfrey	$19.066/hourly
330.055	9	603	510N	Public Service Worker Sr.	-----	Andrew Wright	$18.136/hourly		330.055	5	470105	511N	S&R Maintenance Worker	-----	Andrew Wright	$19.406/hourly
						Tanner Ellis	$19.280/hourly								Tanner Ellis	$20.630/hourly
						Travis Wilson	$17.963/hourly								Travis Wilson	$19.220/hourly
						David Jackson	$18.795/hourly								David Jackson	$20.111/hourly
						VACANT	$16.587/hourly								VACANT	$17.415/hourly
						Eric Wilson	$18.467/hourly		330.056	1	530600	511N	Inventory Control Clerk	-----	Eric Wilson	$19.760/hourly
						Devin Adams	$18.425/hourly		330.057	2	370800	510N	Forestry Technician, Asst	-----	Devin Adams	$18.425/hourly
						Fredric Chenault	$16.891/hourly								Fredric Chenault	$16.891/hourly
						Craig Williams	$18.795/hourly		330.058	1	370700	510N	Pavement Marking Asst	-----	Craig Williams	$18.795/hourly
Division of Water Quality (340)									**Division of Water Quality (340)**							
-----	-----	-----	-----	-----	-----	-----	-----		340.016	1	110435	532E	Engineering Section Manager, Sr	-----	Mark Sanders	$5,296.16/biweekly
340.023	3	435	530E	Engineering Section Manager	-----	Mark Sanders	$4,814.72/biweekly		340.023	2	435	530E	Engineering Section Manager	-----	-----	-----
340.030	4	432	528E	Municipal Engineer Sr	-----	Erik Merlino	$4,019.20/biweekly		340.024	4	170432	530E	Municipal Engineer	-----	Erik Merlino	$4,421.12/biweekly
						Allen Baldwin	$4,650.80/biweekly								Allen Baldwin	$5,115.92/biweekly
						Craig Morgan	$4,007.76/biweekly								Craig Morgan	$4,408.56/biweekly
						Emily Epperson	$3,964.16/biweekly								Emily Epperson	$4,360.56/biweekly
340.025	1	784	523E	Elec/Computer Controls Mgr	-----	Jonathan Cole	$3,062.16/biweekly		340.025	1	490445	523E	Elec/Computer Controls Mgr	-----	Jonathan Cole	$3,062.16/biweekly
340.055	2	774	520N	Maintenance Supervisor	-----	John Pennington	$35.683/hourly		340.044	3	490415	522N	Production Maintenance Supr	-----	John Pennington	$39.251/hourly
						Michael Foster	$35.730/hourly								Michael Foster	$39.303/hourly
340.060	1	777	520N	Pump Station Supervisor	-----	Shaun Green	$35.020/hourly								Shaun Green	$38.522/hourly
340.066	5	779	519N	Electrician	-----	Jason Robinson	$31.323/hourly		340.066	5	470505	519N	Electrician	-----	Jason Robinson	$31.323/hourly
						Vincent Isaacs	$33.722/hourly								Vincent Isaacs	$33.722/hourly
						VACANT	$25.730/hourly								VACANT	$25.730/hourly
						VACANT	$25.730/hourly								VACANT	$25.730/hourly
						VACANT	$25.730/hourly								VACANT	$25.730/hourly
340.070	3	771	519N	SLM Supervisor Sr.	-----	Anthony Owens	$31.936/hourly		340.070	3	470920	519N	SLM Supervisor Sr.	-----	Anthony Owens	$31.936/hourly
						Aaron Johnson	$32.781/hourly								Aaron Johnson	$32.781/hourly
						Omer Cowherd	$31.521/hourly								Omer Cowherd	$31.521/hourly
340.063	2	778	519N	Solids Processing Supervisor	-----	James Anderson	$40.813/hourly		340.063	2	510120	522N	Treatment Plant Supervisor	-----	James Anderson	$45.711/hourly
						Larry Hamilton	$33.600/hourly								Larry Hamilton	$37.632/hourly
340.080	20	753	518N	Treatment Plant Operator	-----	Anthony Link	$33.870/hourly		340.080	20	510115	518N	Treatment Plant Operator	-----	Anthony Link	$33.870/hourly
						Johnathan LaFollette	$31.783/hourly								Johnathan LaFollette	$31.783/hourly
						Donald Randolph	$29.788/hourly								Donald Randolph	$29.788/hourly
						Samuel Harney	$31.849/hourly								Samuel Harney	$31.849/hourly
						Eric Stiles	$33.273/hourly								Eric Stiles	$33.273/hourly
						John Dempsey	$38.773/hourly								John Dempsey	$38.773/hourly
						Austin Curran	$30.618/hourly								Austin Curran	$30.618/hourly
						Daniel Arnold	$36.069/hourly								Daniel Arnold	$36.069/hourly
						Brandon Compton	$31.528/hourly								Brandon Compton	$31.528/hourly
						Pal Hardin	$30.881/hourly								Pal Hardin	$30.881/hourly
						Adam Daugherty	$30.881/hourly								Adam Daugherty	$30.881/hourly
						Kyle Kmiec	$29.565/hourly								Kyle Kmiec	$29.565/hourly
						John McElroy	$33.273/hourly								John McElroy	$33.273/hourly
						Steven Carter	$34.826/hourly								Steven Carter	$34.826/hourly
						VACANT	$24.505/hourly								VACANT	$24.505/hourly
						VACANT	$24.505/hourly								VACANT	$24.505/hourly
						VACANT	$24.505/hourly								VACANT	$24.505/hourly
						VACANT	$24.505/hourly								VACANT	$24.505/hourly
						VACANT	$24.505/hourly								VACANT	$24.505/hourly
						VACANT	$24.505/hourly								VACANT	$24.505/hourly

340.085	1	785	517N	Elec/Computer Controls Spec	-----	VACANT	$23.339/hourly		340.085	1	490440	517N	Elec/Computer Controls Spec	-----	VACANT	$23.339/hourly
340.090	26	773	517N	Industrial Mechanic	-----	Steven Williams	$25.812/hourly		340.090	26	490405	517N	Production Maintenance Tech	-----	Steven Williams	$25.812/hourly
						Harry Fiefhaus	$28.519/hourly								Harry Fiefhaus	$28.519/hourly
						Christopher Abbott	$23.783/hourly								Christopher Abbott	$23.783/hourly
						Ashley Beasley	$27.060/hourly								Ashley Beasley	$27.060/hourly
						Robert Hall	$29.517/hourly								Robert Hall	$29.517/hourly
						Keith Kelley	$26.523/hourly								Keith Kelley	$26.523/hourly
						Lloyd Weaver	$24.473/hourly								Lloyd Weaver	$24.473/hourly
						Donald Laskey	$34.509/hourly								Donald Laskey	$34.509/hourly
						Robert Purchase	$27.339/hourly								Robert Purchase	$27.339/hourly
						John Cloyd	$26.907/hourly								John Cloyd	$26.907/hourly
						Brandon Akerman	$26.590/hourly								Brandon Akerman	$26.590/hourly
						James Baker	$25.155/hourly								James Baker	$25.155/hourly
						Jamison McKinney	$27.887/hourly								Jamison McKinney	$27.887/hourly
						Danny Hogue	$33.965/hourly								Danny Hogue	$33.965/hourly
						Timothy Mitchell	$32.328/hourly								Timothy Mitchell	$32.328/hourly
						David Ellis	$25.873/hourly								David Ellis	$25.873/hourly
						C Conner	$28.454/hourly								C Conner	$28.454/hourly
						VACANT	$23.339/hourly								VACANT	$23.339/hourly
						VACANT	$23.339/hourly								VACANT	$23.339/hourly
						VACANT	$23.339/hourly								VACANT	$23.339/hourly
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						VACANT	$23.339/hourly								VACANT	$23.339/hourly
						VACANT	$23.339/hourly								VACANT	$23.339/hourly
340.115	2	606	517N	Public Service Supervisor	-----	David Ruvalcaba	$23.802/hourly		340.115	2	370215	517N	General Maintenance Supervisor	-----	David Ruvalcaba	$23.802/hourly
						VACANT	$23.339/hourly								VACANT	$23.339/hourly
340.117	6	770	518N	SLM Supervisor	-----	Christopher Skimmerhorn	$28.155/hourly		340.117	6	470915	518N	SLM Supervisor	-----	Christopher Skimmerhorn	$28.155/hourly
						Demont Clark	$27.461/hourly								Demont Clark	$27.461/hourly
						Tommy Carter	$26.230/hourly								Tommy Carter	$26.230/hourly
						Gary Grimes	$28.231/hourly								Gary Grimes	$28.231/hourly
						James Duff	$27.314/hourly								James Duff	$27.314/hourly
						VACANT	$24.505/hourly								VACANT	$24.505/hourly
340.163	17	768	515N	SLM Field Technician	-----	Marcus Jackson	$23.483/hourly		340.163	17	470905	515N	SLM Field Technician	-----	Marcus Jackson	$23.483/hourly
						Anthony Roberts	$23.626/hourly								Anthony Roberts	$23.626/hourly
						Keenan Helmes	$21.949/hourly								Keenan Helmes	$21.949/hourly
						Elvin Smith	$26.918/hourly								Elvin Smith	$26.918/hourly
						Vincent Davis	$24.545/hourly								Vincent Davis	$24.545/hourly
						James Hall	$22.576/hourly								James Hall	$22.576/hourly
						Marco Haskins	$23.131/hourly								Marco Haskins	$23.131/hourly
						William Johnson	$24.854/hourly								William Johnson	$24.854/hourly
						Tamara Ortiz	$23.163/hourly								Tamara Ortiz	$23.163/hourly
						Jared Hampton	$23.861/hourly								Jared Hampton	$23.861/hourly
						Darryl Gibbons	$23.190/hourly								Darryl Gibbons	$23.190/hourly
						Joseph Boone	$23.751/hourly								Joseph Boone	$23.751/hourly
						David Every	$24.251/hourly								David Every	$24.251/hourly
						VACANT	$21.168/hourly								VACANT	$21.168/hourly
						VACANT	$21.168/hourly								VACANT	$21.168/hourly
						VACANT	$21.168/hourly								VACANT	$21.168/hourly
						VACANT	$21.168/hourly								VACANT	$21.168/hourly
340.165	7	769	516N	SLM Field Technician, Sr	-----	Horace Miles	$27.364/hourly		340.165	7	470910	516N	SLM Field Technician, Sr	-----	Horace Miles	$27.364/hourly
						Billy Moore	$29.542/hourly								Billy Moore	$29.542/hourly
						VACANT	$22.226/hourly								VACANT	$22.226/hourly
						VACANT	$22.226/hourly								VACANT	$22.226/hourly
						VACANT	$22.226/hourly								VACANT	$22.226/hourly
						VACANT	$22.226/hourly								VACANT	$22.226/hourly
						VACANT	$22.226/hourly								VACANT	$22.226/hourly
340.160	7	603	510N	Public Service Worker Sr	-----	Brandon Watkins	$17.152/hourly		340.166	3	470902	511N	SLM Service Worker	-----	Brandon Watkins	$18.353/hourly
						Malik Waite	$17.450/hourly								Malik Waite	$18.672/hourly
						Lulummba Travis	$17.592/hourly								Lulummba Travis	$18.823/hourly
						Kevin White	$19.572/hourly		340.167	3	370210	510N	Grounds Maintenance Worker, Sr	-----	Kevin White	$19.572/hourly
						Tyler Brewer	$16.850/hourly								Tyler Brewer	$16.850/hourly
						Michael Williams	$18.920/hourly								Michael Williams	$18.920/hourly
						VACANT	$16.587/hourly		340.168	1	370200	510N	General Maintenance Asst	-----	VACANT	$16.587/hourly
340.170	2	602	508N	Public Service Worker	-----	Jayquan Johnson	$19.454/hourly		340.170	2	370205	508N	Grounds Maintenance Worker	-----	Jayquan Johnson	$19.454/hourly
						VACANT	$16.340/hourly								VACANT	$16.340/hourly

Division of Waste Management (350)								Division of Waste Management (350)							
350.022	1	774	520N	Maintenance Supervisor	-----	Matthew Hafley	$32.960/hourly	350.022	1	490415	522N	Production Maintenance Supr	-----	Matthew Hafley	$36.256/hourly
350.025	9	609	520N	RRO Supervisor Sr.	-----	Marcus Ashford	$34.250/hourly	350.025	9	530520	520N	Refuse & Recycling Coll. Supr	-----	Marcus Ashford	$34.250/hourly
						Joseph Baker	$31.834/hourly							Joseph Baker	$31.834/hourly
						Toby Mundy	$30.189/hourly							Toby Mundy	$30.189/hourly
						DaRayll Chestnut	$33.374/hourly							DaRayll Chestnut	$33.374/hourly
						Nicholas Thornton	$30.481/hourly							Nicholas Thornton	$30.481/hourly
						George Cummins	$33.164/hourly							George Cummins	$33.164/hourly
						Eric Wheeler	$33.276/hourly							Eric Wheeler	$33.276/hourly
						Jeffrey Lewis	$30.523/hourly							Jeffrey Lewis	$30.523/hourly
						Malcolm Irvin	$34.609/hourly							Malcolm Irvin	$34.609/hourly
350.030	4	607	518N	Public Service Supervisor Sr	-----	Stephanie Watkins	$28.179/hourly	350.026	1	530110	519N	E-Waste Supervisor	-----	Stephanie Watkins	$30.152/hourly
						Darrell Stevens	$31.437/hourly	350.028	1	530215	519N	Landfill Supervisor	-----	Darrell Stevens	$33.638/hourly
						William Black	$30.458/hourly	350.029	1	530320	519N	MRF Operations Supervisor, Sr	-----	William Black	$32.590/hourly
						James Hughes	$27.710/hourly	350.030	1	530415	519N	Refuse & Recycling Supervisor	-----	James Hughes	$29.650/hourly
350.031	1	606	517N	Public Service Supervisor	-----	Kenneth Helmbock	$24.314/hourly	350.031	1	530315	518N	MRF Operations Supervisor		Kenneth Helmbock	$26.016/hourly
350.038	1	773	517N	Industrial Mechanic	-----	VACANT	$23.339/hourly	350.038	1	490405	517N	Production Maintenance Tech	-----	VACANT	$23.339/hourly
350.067	120	619	518N	Resource Recovery Operator	-----	Alex Hicks	$27.769/hourly	350.067	120	530510	518N	Refuse & Recycling Collector	-----	Alex Hicks	$27.769/hourly
						Aaron Dishman	$28.939/hourly							Aaron Dishman	$28.939/hourly
						LaVance Beasley	$26.276/hourly							LaVance Beasley	$26.276/hourly
						Damarintae Fischer	$25.215/hourly							Damarintae Fischer	$25.215/hourly
						Anthony Morton	$31.228/hourly							Anthony Morton	$31.228/hourly
						Michael McDermott	$25.056/hourly							Michael McDermott	$25.056/hourly
						Philicia Segar	$26.361/hourly							Philicia Segar	$26.361/hourly
						Darryl Baker	$29.145/hourly							Darryl Baker	$29.145/hourly
						Timothy Sturgis	$25.451/hourly							Timothy Sturgis	$25.451/hourly
						Dereke Soaper	$26.978/hourly							Dereke Soaper	$26.978/hourly
						Jermaine Coles	$24.730/hourly							Jermaine Coles	$24.730/hourly
						Sonya Taylor	$30.611/hourly							Sonya Taylor	$30.611/hourly
						Thomas Hager	$32.132/hourly							Thomas Hager	$32.132/hourly
						Daniel Madison	$29.077/hourly							Daniel Madison	$29.077/hourly
						Laron Lewis	$27.892/hourly							Laron Lewis	$27.892/hourly
						Joshua Bowman	$25.852/hourly							Joshua Bowman	$25.852/hourly
						John Williams	$26.978/hourly							John Williams	$26.978/hourly
						Joshua Potter	$33.088/hourly							Joshua Potter	$33.088/hourly
						Timothy Miles	$27.769/hourly							Timothy Miles	$27.769/hourly
						Rodewick Washington	$25.118/hourly							Rodewick Washington	$25.118/hourly
						April Wallace	$27.769/hourly							April Wallace	$27.769/hourly
						Ilir Aliu	$30.108/hourly							Ilir Aliu	$30.108/hourly
						Terry Tyra	$24.709/hourly							Terry Tyra	$24.709/hourly
						John Johnson	$28.230/hourly							John Johnson	$28.230/hourly
						James Cowan	$31.070/hourly							James Cowan	$31.070/hourly
						Jamar Huffman	$25.825/hourly							Jamar Huffman	$25.825/hourly
						Robert Warren	$26.427/hourly							Robert Warren	$26.427/hourly
						Ieshia Mays	$25.087/hourly							Ieshia Mays	$25.087/hourly
						Antwan Davis	$28.511/hourly							Antwan Davis	$28.511/hourly
						Ronald Mitchell	$24.730/hourly							Ronald Mitchell	$24.730/hourly
						WIlliam Johnson	$25.914/hourly							WIlliam Johnson	$25.914/hourly
						Christopher Reynolds	$27.769/hourly							Christopher Reynolds	$27.769/hourly
						Rodney Guy	$27.769/hourly							Rodney Guy	$27.769/hourly
						Joseph Wright	$27.769/hourly							Joseph Wright	$27.769/hourly
						Victor Mundy	$26.567/hourly							Victor Mundy	$26.567/hourly
						Adam Brown	$25.750/hourly							Adam Brown	$25.750/hourly
						Thomas Galashaw	$28.609/hourly							Thomas Galashaw	$28.609/hourly
						Colby Mitchell	$24.908/hourly							Colby Mitchell	$24.908/hourly
						Eric Hodgson	$26.985/hourly							Eric Hodgson	$26.985/hourly
						Antwan Benton	$30.256/hourly							Antwan Benton	$30.256/hourly
						Aaron Miller	$24.867/hourly							Aaron Miller	$24.867/hourly
						Frederick Cotton	$29.334/hourly							Frederick Cotton	$29.334/hourly
						William Dixon	$29.532/hourly							William Dixon	$29.532/hourly
						Darrell Turley	$31.272/hourly							Darrell Turley	$31.272/hourly
						Andrew Jackson	$26.156/hourly							Andrew Jackson	$26.156/hourly
						Myra Wilkerson	$26.318/hourly							Myra Wilkerson	$26.318/hourly
						Vernon Willoughby	$28.971/hourly							Vernon Willoughby	$28.971/hourly
						Rodriquez Lyvers	$26.898/hourly							Rodriquez Lyvers	$26.898/hourly
						Austin Zahn	$27.329/hourly							Austin Zahn	$27.329/hourly
						Jeffrey Painter	$25.033/hourly							Jeffrey Painter	$25.033/hourly
						Hue Mason III	$26.533/hourly							Hue Mason III	$26.533/hourly
						Juan McKee	$27.064/hourly							Juan McKee	$27.064/hourly
						Darryl Bell	$25.406/hourly							Darryl Bell	$25.406/hourly
						James Elkin	$27.364/hourly							James Elkin	$27.364/hourly
						Aaron Mayberry	$27.364/hourly							Aaron Mayberry	$27.364/hourly
						Cameron Kennedy	$26.568/hourly							Cameron Kennedy	$26.568/hourly
						Jobey Harvey	$30.884/hourly							Jobey Harvey	$30.884/hourly
						Calvin Johnson	$26.222/hourly							Calvin Johnson	$26.222/hourly
						Nathaniel Chenault	$25.033/hourly							Nathaniel Chenault	$25.033/hourly
						Anthony Rodgers	$28.971/hourly							Anthony Rodgers	$28.971/hourly

						Timothy Parson	$25.510/hourly									Timothy Parson	$25.510/hourly	
						Calvin Parker	$25.342/hourly									Calvin Parker	$25.342/hourly	
						Ronricus Henry	$31.393/hourly									Ronricus Henry	$31.393/hourly	
						John Taylor	$30.208/hourly									John Taylor	$30.208/hourly	
						Joseph Weathers	$34.241/hourly									Joseph Weathers	$34.241/hourly	
						Donald Langfels	$28.756/hourly									Donald Langfels	$28.756/hourly	
						Larone Jones	$26.393/hourly									Larone Jones	$26.393/hourly	
						Reginald Caise	$27.769/hourly									Reginald Caise	$27.769/hourly	
						Darwin Miles	$25.447/hourly									Darwin Miles	$25.447/hourly	
						Kareem Smith	$25.822/hourly									Kareem Smith	$25.822/hourly	
						Willetta Cowan	$28.638/hourly									Willetta Cowan	$28.638/hourly	
						Jeffrey Welch	$27.769/hourly									Jeffrey Welch	$27.769/hourly	
						Salihah Muhammad	$25.277/hourly									Salihah Muhammad	$25.277/hourly	
						George Harris	$26.446/hourly									George Harris	$26.446/hourly	
						Clifton Stone	$28.140/hourly									Clifton Stone	$28.140/hourly	
						James Mason	$33.632/hourly									James Mason	$33.632/hourly	
						Shaunetta Thomas	$27.769/hourly									Shaunetta Thomas	$27.769/hourly	
						Damian Clemons	$25.435/hourly									Damian Clemons	$25.435/hourly	
						Antoinette Dawson	$26.815/hourly									Antoinette Dawson	$26.815/hourly	
						Marcus Jackson	$25.975/hourly									Marcus Jackson	$25.975/hourly	
						Rickey Colbourne	$27.553/hourly									Rickey Colbourne	$27.553/hourly	
						Raymond Toussaint	$33.384/hourly									Raymond Toussaint	$33.384/hourly	
						Pecola Cowan	$26.139/hourly									Pecola Cowan	$26.139/hourly	
						Milton Locke	$27.391/hourly									Milton Locke	$27.391/hourly	
						Perry White	$25.833/hourly									Perry White	$25.833/hourly	
						Jefferson Harkless	$27.395/hourly									Jefferson Harkless	$27.395/hourly	
						Javier Perez	$29.087/hourly									Javier Perez	$29.087/hourly	
						Timothy Hafley	$27.769/hourly									Timothy Hafley	$27.769/hourly	
						Tayvone Harrington	$25.975/hourly									Tayvone Harrington	$25.975/hourly	
						Charnetta Mobley	$24.867/hourly									Charnetta Mobley	$24.867/hourly	
						Clay Webb	$28.715/hourly									Clay Webb	$28.715/hourly	
						Micah Emerson	$26.978/hourly									Micah Emerson	$26.978/hourly	
						Ronnie Warner	$27.431/hourly									Ronnie Warner	$27.431/hourly	
						Quinton Dixon	$26.568/hourly									Quinton Dixon	$26.568/hourly	
						Essence Collins	$25.654/hourly									Essence Collins	$25.654/hourly	
						Marcellus Lewis	$25.887/hourly									Marcellus Lewis	$25.887/hourly	
						Taneisia McDermott	$25.261/hourly									Taneisia McDermott	$25.261/hourly	
						David Smith	$27.761/hourly									David Smith	$27.761/hourly	
						John Angel	$27.722/hourly									John Angel	$27.722/hourly	
						Shamon Brown	$25.095/hourly									Shamon Brown	$25.095/hourly	
						Stephen Smith	$25.998/hourly									Stephen Smith	$25.998/hourly	
						VACANT	$24.505/hourly									VACANT	$24.505/hourly	
						VACANT	$24.505/hourly									VACANT	$24.505/hourly	
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						VACANT	$24.505/hourly									VACANT	$24.505/hourly	
						VACANT	$24.505/hourly									VACANT	$24.505/hourly	
350.069	1	632	515N	Skilled Trades Worker	-----	VACANT	$21.168/hourly	350.069	1	490305	515N	General Maintenance Worker	-----	VACANT	$21.168/hourly			
350.070	3	614	515N	Equipment Operator Sr	-----	Charles Hightower	$21.468/hourly	350.038	3	470600	515N	Equipment Operator, MRF	-----	Charles Hightower	$21.468/hourly			
						Richard Duclas	$22.279/hourly									Richard Duclas	$22.279/hourly	
						VACANT	$21.168/hourly									VACANT	$21.168/hourly	
350.073	1	703	513N	Landfill Inspector	-----	Elaine Taylor	$26.504/hourly	350.073	1	430120	513N	Landfill Inspector	-----	Elaine Taylor	$26.504/hourly			

350.080	4	603	510N	Public Service Worker Sr	-----	Daryle Owens	$22.088/hourly	350.080	6	530405	510N	Refuse & Recycling Worker, Sr		Daryle Owens	$22.088/hourly
						Antonio Lyvers	$21.352/hourly							Antonio Lyvers	$21.352/hourly
						William Smith	$23.229/hourly							William Smith	$23.229/hourly
						Troy Dansby	$22.418/hourly							Troy Dansby	$22.418/hourly
						Keaira Pennie	$19.977/hourly							Keaira Pennie	$19.977/hourly
						Tyrell Sparks	$19.188/hourly							Tyrell Sparks	$19.188/hourly
350.100	39	602	508N	Public Service Worker	-----	Keaira Pennie	$18.161/hourly								
						Tyrell Sparks	$17.444/hourly								
						Jason Shelton	$17.414/hourly	350.097	1	430100	508N	Scalehouse Operator		Jason Shelton	$17.414/hourly
						Isaac Phillips	$19.259/hourly	350.098	2	530100	508N	E-Waste Materials Handler	-----	Isaac Phillips	$19.259/hourly
						Clarence Laine	$18.132/hourly							Clarence Laine	$18.132/hourly
						Michael Gentry	$16.827/hourly	350.099	2	530300	508N	Recycling Materials Handler	-----	Michael Gentry	$16.827/hourly
						VACANT	$16.340/hourly							VACANT	$16.340/hourly
						Kirbye Caldwell	$17.378/hourly	350.100	32	530400	508N	Refuse & Recycling Worker	-----	Kirbye Caldwell	$17.378/hourly
						Joseph Bond	$16.423/hourly							Joseph Bond	$16.423/hourly
						Tyrone Simpson	$18.161/hourly							Tyrone Simpson	$18.161/hourly
						Stephen Fogle	$18.497/hourly							Stephen Fogle	$18.497/hourly
						Rodney Dunn	$17.793/hourly							Rodney Dunn	$17.793/hourly
						Daquan Burdette	$18.704/hourly							Daquan Burdette	$18.704/hourly
						Sammie Wallace	$16.945/hourly							Sammie Wallace	$16.945/hourly
						Kenneth Berry	$18.161/hourly							Kenneth Berry	$18.161/hourly
						Glen Davis	$19.052/hourly							Glen Davis	$19.052/hourly
						Marvina Carr	$18.132/hourly							Marvina Carr	$18.132/hourly
						Troy McDermott	$17.675/hourly							Troy McDermott	$17.675/hourly
						Marquess Sturgis	$19.398/hourly							Marquess Sturgis	$19.398/hourly
						Brian Black	$17.501/hourly							Brian Black	$17.501/hourly
						Zorray Osborne	$16.869/hourly							Zorray Osborne	$16.869/hourly
						Joseph Bond	$18.380/hourly							Joseph Bond	$18.380/hourly
						Jason Bell	$16.444/hourly							Jason Bell	$16.444/hourly
						Michael Turner	$22.104/hourly							Michael Turner	$22.104/hourly
						Clifton Patterson-Calloway	$18.132/hourly							Clifton Patterson-Calloway	$18.132/hourly
						Robert White	$16.942/hourly							Robert White	$16.942/hourly
						Teddy Livingston	$16.945/hourly							Teddy Livingston	$16.945/hourly
						VACANT	$16.340/hourly							VACANT	$16.340/hourly
						Tremaine Stephens	$16.880/hourly							Tremaine Stephens	$16.880/hourly
						Antonio Dawson	$16.942/hourly							Antonio Dawson	$16.942/hourly
						Damarcus Hammans	$16.485/hourly							Damarcus Hammans	$16.485/hourly
						William Jackson	$16.666/hourly							William Jackson	$16.666/hourly
						Victoria Hudson	$16.666/hourly							Victoria Hudson	$16.666/hourly
						Ilber Uka	$17.565/hourly							Ilber Uka	$17.565/hourly
						Wendell Simpson	$18.323/hourly							Wendell Simpson	$18.323/hourly
						Charles Combs	$16.827/hourly							Charles Combs	$16.827/hourly
						Christopher Williams	$16.924/hourly							Christopher Williams	$16.924/hourly
						Isaiah Fletcher	$18.013/hourly							Isaiah Fletcher	$18.013/hourly
						VACANT	$16.340/hourly							VACANT	$16.340/hourly
Division of Environmental Service (390)								**Division of Environmental Service (390)**							
390.027	1	829	522E	City Arborist	-----	Nathaniel Skinner	$2,910.64/biweekly	390.027	1	370325	522E	City Arborist	-----	Nathaniel Skinner	$2,910.64/biweekly
390.037	2	830	519N	Arborist	-----	Scott Tyree	$31.315/hourly	390.037	2	370315	519N	Arborist	-----	Scott Tyree	$31.315/hourly
						Zachary Prewitt	$29.689/hourly							Zachary Prewitt	$29.689/hourly
390.043	1	606	517N	Public Service Supervisor	-----	William Slugantz	$26.838/hourly	390.043	1	370400	517N	Groundskeeping Supervisor	-----	William Slugantz	$26.838/hourly
390.045	2	831	516N	Arborist Technician	-----	Robert Ballard	$27.338/hourly	390.045	2	370305	516N	Arborist Technician	-----	Robert Ballard	$27.338/hourly
						Conner Steele	$24.697/hourly							Conner Steele	$24.697/hourly
Division of Community Corrections (540)								**Division of Community Corrections (540)**							
540.055	1	634	522N	Skilled Trades Supervisor	-----	William Regensburger	$42.753/hourly	540.055	1	470700	522N	General Maintenance Supt	-----	William Regensburger	$42.753/hourly
540.063	2	637	519N	Corrections Building Maint Sr.	-----	Frank Bidwell	$31.196/hourly	540.063	2	490500	519N	Detention Facility Technician	-----	Frank Bidwell	$31.196/hourly
						Jared Helton	$31.392/hourly							Jared Helton	$31.392/hourly
540.075	1	633	517N	Skilled Trades Worker Sr	-----	Dillon Arvin	$27.583/hourly	540.075	1	490105	519N	HVAC Technician	-----	Dillon Arvin	$30.341/hourly
540.080	2	632	515N	Skilled Trades Worker	-----	Malcolm Berry	$23.340/hourly	540.080	2	490305	515N	General Maintenance Worker	-----	Malcolm Berry	$23.340/hourly
						Darren Parman	$23.379/hourly							Darren Parman	$23.379/hourly
Division of Police (550)								**Division of Police (550)**							
550.040	3	659	517N	Electronic Technician	-----	Todd Kleinjan	$26.568/hourly	550.040	3	490600	517N	Electronic Technician	-----	Todd Kleinjan	$26.568/hourly
						Mark Elliott	$26.827/hourly							Mark Elliott	$26.827/hourly
						VACANT	$23.339/hourly							VACANT	$23.339/hourly
Division of Fire and Emergency Services (570)								**Division of Fire and Emergency Services (570)**							
570.030	1	623	519N	Heavy Equipment Technician	-----	Andrew Purvis	$27.202/hourly	570.030	1	490810	519N	Heavy Equipment Technician	-----	Andrew Purvis	$27.202/hourly

570.035	1	634	522N	Skilled Trades Supervisor	-----	Phillip Smyth	$37.992/hourly		570.035	1	470700	522N	General Maintenance Supt	-----	Phillip Smyth	$37.992/hourly
570.045	2	642	519N	HVAC Technician	-----	Dustin French	$31.174/hourly		570.045	2	490105	519N	HVAC Technician	-----	Dustin French	$31.174/hourly
						Jon Taylor	$31.174/hourly								Jon Taylor	$31.174/hourly
570.050	2	632	515N	Skilled Trades Worker	-----	Robert Pulcini	$30.615/hourly		570.050	2	490305	515N	General Maintenance Worker	-----	Robert Pulcini	$30.615/hourly
						Otto Helmuth	$34.941/hourly								Otto Helmuth	$34.941/hourly
Division of Aging and Disability Services (615)									**Division of Aging and Disability Services (615)**							
615.050	1	602	508N	Public Service Worker	-----	Alex Green	$18.738/hourly		615.050	1	370900	508N	Public Service Worker	-----	Alex Green	$18.738/hourly
615.060	2	671	506N	Custodial Worker	-----	Rosa Castro	$18.035/hourly		615.060	2	370100	506N	Custodial Worker	-----	Rosa Castro	$18.035/hourly
						VACANT	$16.236/hourly								VACANT	$16.236/hourly
Division of Family Services (640)									**Division of Family Services (640)**							
640.55	1	606	517N	Public Service Supervisor	-----	Laquicia Carter	$26.838/hourly		640.550	1	370115	517N	Custodial Supervisor	-----	Laquicia Carter	$26.838/hourly
640.112	1	671	506N	Custodial Worker	-----	Gregory Morton	$18.252/hourly		640.112	1	370100	506N	Custodial Worker	-----	Gregory Morton	$18.252/hourly
Division of Youth Services (650)									**Division of Youth Services (650)**							
650.090	1	671	506N	Custodial Worker	-----	Gary Young	$18.869/hourly		650.090	1	370100	506N	Custodial Worker	-----	Gary Young	$18.869/hourly
Division of Facilities and Fleet Management (720)									**Division of Facilities and Fleet Management (720)**							
720.053	11	623	519N	Heavy Equipment Technician	-----	Jordan Rodgers	$28.221/hourly		720.053	11	490810	519N	Heavy Equipment Technician	-----	Jordan Rodgers	$28.221/hourly
						Lorne Shearer	$30.755/hourly								Lorne Shearer	$30.755/hourly
						Darrin Polley	$29.280/hourly								Darrin Polley	$29.280/hourly
						William Strong	$41.691/hourly								William Strong	$41.691/hourly
						James Forsythe	$30.755/hourly								James Forsythe	$30.755/hourly
						Donald Honaker	$26.175/hourly								Donald Honaker	$26.175/hourly
						Nicholas Cox	$29.342/hourly								Nicholas Cox	$29.342/hourly
						VACANT	$25.730/hourly								VACANT	$25.730/hourly
						VACANT	$25.730/hourly								VACANT	$25.730/hourly
						VACANT	$25.730/hourly								VACANT	$25.730/hourly
						VACANT	$25.730/hourly								VACANT	$25.730/hourly
720.055	5	634	522N	Skilled Trades Supervisor	-----	Robert Nichols	$35.714/hourly		720.054	1	490225	522N	Electrical Supervisor	-----	Robert Nichols	$35.714/hourly
						Scott Kelsey	$44.094/hourly		720.055	1	170115	522N	Environmental Maintenance Supr		Scott Kelsey	$44.094/hourly
						Garland Martin	$37.431/hourly		720.056	1	470700	522N	General Maintenance Supt		Garland Martin	$37.431/hourly
						Jason Oesterling	$34.421/hourly		720.057	1	490115	522N	HVAC Supervisor		Jason Oesterling	$34.421/hourly
						William Sinclair	$37.566/hourly		720.058	1	490230	522N	Plumbing Supervisor		William Sinclair	$37.566/hourly
720.057	3	779	519N	Electrician	-----	Robert Owens	$30.900/hourly		720.059	3	470505	519N	Electrician	-----	Robert Owens	$30.900/hourly
						John Blauser	$33.231/hourly								John Blauser	$33.231/hourly
						Ryan Thomas	$31.532/hourly							-----	Ryan Thomas	$31.532/hourly
720.063	4	642	519N	HVAC Technician	-----	Robert Mouser	$33.774/hourly		720.063	4	490105	519N	HVAC Technician	-----	Robert Mouser	$33.774/hourly
						John Mouser	$28.603/hourly								John Mouser	$28.603/hourly
						Joel Nkane	$32.229/hourly								Joel Nkane	$32.229/hourly
						Tribhuwan Dhakal	$30.543/hourly								Tribhuwan Dhakal	$30.543/hourly
720.070	1	633	517N	Skilled Trades Worker Sr	-----	Darryl Brisbay	$30.632/hourly		720.070	1	470405	518N	Plumber	-----	Darryl Brisbay	$32.776/hourly
720.073	3	606	517N	Public Service Supervisor	-----	Steve Coleman	$25.438/hourly		720.073	1	130115	518N	Stock Room Supervisor	-----	Steve Coleman	$27.364/hourly
						Marrisa Blackburn	$27.269/hourly		720.074	2	370115	517N	Custodial Supervisor	-----	Marrisa Blackburn	$27.269/hourly
						Katrice Smoot	$25.536/hourly								Katrice Smoot	$25.536/hourly
720.077	7	632	515N	Skilled Trades Worker	-----	Everett Hampton	$26.973/hourly		720.077	7	490305	515N	General Maintenance Worker	-----	Everett Hampton	$26.973/hourly
						Timothy Anderson	$24.842/hourly								Timothy Anderson	$24.842/hourly
						Jesse Henderson	$24.842/hourly								Jesse Henderson	$24.842/hourly
						Kasey Durrum	$23.154/hourly								Kasey Durrum	$23.154/hourly
						Christopher Lalumandier	$28.118/hourly								Christopher Lalumandier	$28.118/hourly
						Robin Goldie	$26.530/hourly								Robin Goldie	$26.530/hourly
						William Mitchell	$25.554/hourly								William Mitchell	$25.554/hourly

720.093	1	618	512N	Heavy Equipment Mech-Apprent	-----	VACANT	$18.286/hourly		720.093	1	490800	512N	Heavy Equipment Mech-Apprent	-----	VACANT	$18.286/hourly
720.097	1	603	510N	Public Service Worker Sr	-----	Donald Dunaway	$21.136/hourly		720.097	1	530900	510N	Public Service Worker Sr	-----	Donald Dunaway	$21.136/hourly
720.105	3	602	508N	Public Service Worker	-----	Claude Lewis	$19.880/hourly		720.105	3	370900	508N	Public Service Worker	-----	Claude Lewis	$19.880/hourly
						Hunter Jones	$17.126/hourly								Hunter Jones	$17.126/hourly
						VACANT	$16.340/hourly								VACANT	$16.340/hourly
720.115	9	671	506N	Custodial Worker	-----	Edward Estill	$18.483/hourly		720.115	9	370100	506N	Custodial Worker	-----	Edward Estill	$18.483/hourly
						Donna Howard	$18.199/hourly								Donna Howard	$18.199/hourly
						Delores Miller	$20.269/hourly								Delores Miller	$20.269/hourly
						Bridgette Crutchfield	$20.122/hourly								Bridgette Crutchfield	$20.122/hourly
						Damon Lewis	$16.720/hourly								Damon Lewis	$16.720/hourly
						Roberta Ader	$21.399/hourly								Roberta Ader	$21.399/hourly
						Steven Smith	$18.500/hourly								Steven Smith	$18.500/hourly
						Aleah Combs	$17.500/hourly								Aleah Combs	$17.500/hourly
						VACANT	$16.236/hourly								VACANT	$16.236/hourly
Division of Parks and Recreation (760)									**Division of Parks and Recreation (760)**							
760.025	1	833	523E	Golf Course Superintendent Pri	-----	Kent Dornbrock	$4,045.92/biweekly		760.025	1	370605	523E	Golf Course Superintendent, Sr	-----	Kent Dornbrock	$4,045.92/biweekly
760.030	3	835	521E	Golf Course Superintendent Sr	-----	Justin Huber	$2,649.20/biweekly		760.030	3	370600	521E	Golf Course Superintendent	-----	Justin Huber	$2,649.20/biweekly
						Robbin Moore	$2,847.12/biweekly								Robbin Moore	$2,847.12/biweekly
						Jason Nelson	$2,732.08/biweekly								Jason Nelson	$2,732.08/biweekly
760.034	1	601	522E	Public Service Manager	-----	Jeffrey Smith	$2,508.00/biweekly		760.034	1	370525	522E	Park Maintenance Manager	-----	Jeffrey Smith	$2,508.00/biweekly
760.048	1	775	520N	Electrician Sr	-----	Randall Blythe	$30.614/hourly		760.047	1	470510	520N	Electrician Sr	-----	Randall Blythe	$30.614/hourly
760.046	1	779	519N	Electrician	-----	Charles Sayre	$38.867/hourly		760.048	1	470505	519N	Electrician	-----	Charles Sayre	$38.867/hourly
760.049	1	643	520N	HVAC Technician, Sr		William Adams	$30.879/hourly		760.049	1	490110	520N	HVAC Technician, Sr		William Adams	$30.879/hourly
760.070	5	634	522N	Skilled Trades Supervisor	-----	Robert Ledford	$40.349/hourly		760.065	1	490220	522N	Aquatic Maintenance Supervisor	-----	Robert Ledford	$40.349/hourly
						Stevie Brewer	$37.992/hourly		760.066	1	490225	522N	Electrical Supervisor	-----	Stevie Brewer	$37.992/hourly
						Shelly Gottesman	$34.691/hourly		760.067	1	490115	522N	HVAC Supervisor	-----	Shelly Gottesman	$34.691/hourly
						VACANT	$29.786/hourly		760.068	1	470800	522N	Park Trades Supervisor	-----	VACANT	$29.786/hourly
						Richard Strange	$35.012/hourly		760.069	1	490230	522N	Plumbing Supervisor	-----	Richard Strange	$35.012/hourly
760.115	12	606	517N	Public Service Supervisor	-----	Heidi Lawson	$25.908/hourly		760.115	12	370520	517N	Park Maintenance Supervisor	-----	Heidi Lawson	$25.908/hourly
						Gary Burrows	$29.915/hourly								Gary Burrows	$29.915/hourly
						Heath Jackson	$25.335/hourly								Heath Jackson	$25.335/hourly
						James Shepherd	$26.958/hourly								James Shepherd	$26.958/hourly
						Christopher Shafer	$24.078/hourly								Christopher Shafer	$24.078/hourly
						Alfred Wingate	$25.455/hourly								Alfred Wingate	$25.455/hourly
						Robert Harris	$31.328/hourly								Robert Harris	$31.328/hourly
						Eric Smith	$25.000/hourly								Eric Smith	$25.000/hourly
						Taylor Grayson	$25.470/hourly								Taylor Grayson	$25.470/hourly
						Darrell Hager	$30.448/hourly								Darrell Hager	$30.448/hourly
						Thomas Allen	$26.265/hourly								Thomas Allen	$26.265/hourly
						VACANT	$23.339/hourly								VACANT	$23.339/hourly
760.085	2	633	517N	Skilled Trades Worker Sr	-----	Joseph Elam	$33.109/hourly		760.085	1	470405	518N	Plumber	-----	Joseph Elam	$35.427/hourly
						Stephen Bryant	$27.362/hourly		760.086	1	490215	517N	Playground Safety Inspector	-----	Stephen Bryant	$27.362/hourly
760.110	7	632	515N	Skilled Trades Worker	-----	Steven Michael Rollins	$23.361/hourly		760.110	2	470400	515N	Plumbing Assistant	-----	Steven Michael Rollins	$23.361/hourly
						Jarrod Evans	$26.568/hourly								Jarrod Evans	$26.568/hourly
						Sean Taylor	$23.664/hourly		760.111	5	490210	515N	Trades Worker, Sr	-----	Sean Taylor	$23.664/hourly
						Kenneth Hacker	$26.165/hourly								Kenneth Hacker	$26.165/hourly
						Robert Bates	$26.496/hourly								Robert Bates	$26.496/hourly
						Cody Dillon	$23.950/hourly								Cody Dillon	$23.950/hourly
						Phillip Bryant	$25.985/hourly								Phillip Bryant	$25.985/hourly
760.140	4	624	514N	Vehicle & Equipment Mechanic	-----	Jerald Alford	$30.673/hourly		760.140	4	490700	515N	Golf Equipment Technician	-----	Jerald Alford	$32.820/hourly
						Donald Baker	$24.401/hourly								Donald Baker	$26.109/hourly
						Richard LaChance-Fish	$21.908/hourly								Richard LaChance-Fish	$23.442/hourly
						VACANT	$20.161/hourly								VACANT	$21.168/hourly
760.148	2	614	515N	Equipment Operator Sr	-----	Harlan Power	$26.259/hourly		760.148	2	370515	515N	Park Maintenance Tech, Sr	-----	Harlan Power	$26.259/hourly
						VACANT	$21.168/hourly								VACANT	$21.168/hourly
760.153	3	613	512N	Equipment Operator	-----	Daniel Mahan	$20.557/hourly		760.153	3	370510	512N	Park Maintenance Technician	-----	Daniel Mahan	$20.557/hourly
						Christopher Nason	$21.000/hourly								Christopher Nason	$21.000/hourly
						Antonio Mack	$22.212/hourly								Antonio Mack	$22.212/hourly
760.160	2	631	510N	Trades Worker	-----	Bobby Embry	$18.011/hourly		760.160	3	490200	510N	Trades Worker	-----	Bobby Embry	$18.011/hourly
						James Davis	$17.351/hourly								James Davis	$17.351/hourly
															VACANT	$16.587/hourly

760.170	15	603	510N	Public Service Worker Sr	-----	Christopher Fulz	$18.983/hourly		760.170	15	370505	510N	Park Maintenance Worker, Sr	-----	Christopher Fulz	$18.983/hourly
						Lori Brinegar	$24.323/hourly								Lori Brinegar	$24.323/hourly
						Vernon Wade	$20.000/hourly								Vernon Wade	$20.000/hourly
						Dewayne Boyd	$20.464/hourly								Dewayne Boyd	$20.464/hourly
						Steven Lilly	$18.990/hourly								Steven Lilly	$18.990/hourly
						James Kiger	$20.763/hourly								James Kiger	$20.763/hourly
						Jacob Simanek	$18.024/hourly								Jacob Simanek	$18.024/hourly
						Timothy Newsome	$20.533/hourly								Timothy Newsome	$20.533/hourly
						Scott Brinegar	$23.091/hourly								Scott Brinegar	$23.091/hourly
						Scott Bitner	$22.971/hourly								Scott Bitner	$22.971/hourly
						Juan Jackson	$24.088/hourly								Juan Jackson	$24.088/hourly
						Carlos Wingate	$18.437/hourly								Carlos Wingate	$18.437/hourly
						James Norris	$17.394/hourly								James Norris	$17.394/hourly
						VACANT	$16.587/hourly								VACANT	$16.587/hourly
						VACANT	$16.587/hourly								VACANT	$16.587/hourly
760.180	19	602	508N	Public Service Worker	-----	Enrique Santiesteban Diaz	$16.496/hourly		760.180	18	370500	508N	Park Maintenance Worker	-----	Enrique Santiesteban Diaz	$16.496/hourly
						William Foxx	$18.173/hourly								William Foxx	$18.173/hourly
						Adrian Black	$17.267/hourly								Adrian Black	$17.267/hourly
						Marrico Givens	$17.784/hourly								Marrico Givens	$17.784/hourly
						Daniel Fowler	$17.756/hourly								Daniel Fowler	$17.756/hourly
						Corey Harris	$17.256/hourly								Corey Harris	$17.256/hourly
						Pamela Proctor	$18.774/hourly								Pamela Proctor	$18.774/hourly
						Eldrico Clay	$18.323/hourly								Eldrico Clay	$18.323/hourly
						Anthony Mays	$23.444/hourly								Anthony Mays	$23.444/hourly
						Lori Conner	$18.132/hourly								Lori Conner	$18.132/hourly
						Robert Harris	$17.118/hourly								Robert Harris	$17.118/hourly
						Timothy Smith	$23.351/hourly								Timothy Smith	$23.351/hourly
						Monica Smith	$18.838/hourly								Monica Smith	$18.838/hourly
						Rufus Thomas	$18.132/hourly								Rufus Thomas	$18.132/hourly
						Antwon Clark	$18.000/hourly								Antwon Clark	$18.000/hourly
						Kevin Covert	$17.052/hourly								Kevin Covert	$17.052/hourly
						Robert Clay	$18.473/hourly								Robert Clay	$18.473/hourly
						Joshua Wu	$17.000/hourly								Joshua Wu	$17.000/hourly
						VACANT	$16.340/hourly									

Lexington-Fayette Urban County Government

Changes in Authorized Positions

Date: 11/7/25

Unclassified Civil Service

Changes From:									Changes To:							
Div. Line #	No. Pos.	Class Code	Pay Grade	Position Title	Prog. #	Employee Name	Salary		Div. Line #	No. Pos.	Class Code	Pay Grade	Position Title	Prog. #	Employee Name	Salary
Division of Streets and Roads (330)									**Division of Streets and Roads (330)**							
330.050	3	600	504N	Public Works Apprentice	-----	VACANT	$16.236/hourly		330.050	3	470100	506N	Public Works Apprentice	-----	VACANT	$16.236/hourly
						VACANT	$16.236/hourly								VACANT	$16.236/hourly
						VACANT	$16.236/hourly								VACANT	$16.236/hourly
Division of Water Quality (340)									**Division of Water Quality (340)**							
340.024	4	752	512N	Treat. Plant Oper-App Class II	-----	Gary Demus	$22.867/hourly		340.024	4	510110	515N	Treatment Plant Operator, App2	-----	Gary Demus	$25.611/hourly
						VACANT	$18.286/hourly								VACANT	$21.168/hourly
						VACANT	$18.286/hourly								VACANT	$21.168/hourly
						VACANT	$18.286/hourly								VACANT	$21.168/hourly
340.027	4	751	510N	Treat. Plant Oper-App Class I	-----	Christopher Breeding	$20.062/hourly		340.027	4	510105	513N	Treatment Plant Operator, App1	-----	Christopher Breeding	$22.469/hourly
						VACANT	$16.587/hourly								VACANT	$19.201/hourly
						VACANT	$16.587/hourly								VACANT	$19.201/hourly
						VACANT	$16.587/hourly								VACANT	$19.201/hourly
340.040	4	750	509N	Treat. Plant Oper-Apprentice	-----	Adale Robinson	$19.719/hourly		340.040	4	510100	511N	Treatment Plant Operator, Appr	-----	Adale Robinson	$21.691/hourly
						Joshua Sheldon	$16.635/hourly								Joshua Sheldon	$18.299/hourly
						Jeffrey Marlin	$18.366/hourly								Jeffrey Marlin	$20.203/hourly
						VACANT	$16.392/hourly								VACANT	$17.415/hourly
340.043	1	767	512N	SLM Tech Apprentice II	-----	VACANT	$18.286/hourly		340.043	1	470903	512N	SLM Tech Apprentice II	-----	VACANT	$18.286/hourly
340.044	4	766	509N	SLM Tech Apprentice	-----	George Shanks	$18.424/hourly		340.044	4	470900	509N	SLM Tech Apprentice	-----	George Shanks	$18.424/hourly
						Cameron Bybee	$16.770/hourly								Cameron Bybee	$16.770/hourly
						VACANT	$16.392/hourly								VACANT	$16.392/hourly
						VACANT	$16.392/hourly								VACANT	$16.392/hourly
Division of Waste Management (350)									**Division of Waste Management (350)**							
350.018	1	619	515N	Resource Recovery Operator	-----	VACANT	$24.505/hourly		350.018	1	530510	515N	Refuse & Recycling Collector	-----	VACANT	$24.505/hourly
350.019	3	603	510N	Public Service Worker Sr	-----	David Cooper	$19.646/hourly		350.019	4	530405	510N	Refuse & Recycling Worker, Sr	-----	David Cooper	$19.646/hourly
						Kristina Riddell	$18.044/hourly								Kristina Riddell	$18.044/hourly
						Curtis Crume	$18.561/hourly								Curtis Crume	$18.561/hourly
															VACANT	$16.587/hourly
350.020	9	602	508N	Public Service Worker	-----	Charles Covington	$17.814/hourly		350.020	2	530300	508N	Recycling Materials Handler	-----	Charles Covington	$17.814/hourly
						Donald Grimes	$17.788/hourly								Donald Grimes	$17.788/hourly
						Lakendrick Barclay	$16.998/hourly		350.021	6	530400	508N	Refuse & Recycling Worker		Lakendrick Barclay	$16.998/hourly
						Lewis Cannady	$22.432/hourly								Lewis Cannady	$22.432/hourly
						Troy Bailey	$17.455/hourly								Troy Bailey	$17.455/hourly
						Billy Moore	$18.619/hourly								Billy Moore	$18.619/hourly
						Kevin Madden	$19.118/hourly								Kevin Madden	$19.118/hourly
						VACANT	$16.340/hourly								VACANT	$16.340/hourly
						VACANT	$16.340/hourly									
350.030	2	600	504N	Public Works Apprentice	-----	Malik Jackson	$16.673/hourly		350.030	2	600	504N	Public Works Apprentice	-----	Malik Jackson	$18.340/hourly
						Jamar Hall	$17.280/hourly								Jamar Hall	$19.008/hourly
Division of Community Corrections (540)									**Division of Community Corrections (540)**							
540.053	2	632	515N	Skilled Trades Worker	-----	Dennis McHatton	$26.747/hourly		540.053	2	490305	515N	General Maintenance Worker	-----	Dennis McHatton	$26.747/hourly
						Antonio Deleon	$22.660/hourly								Antonio Deleon	$22.660/hourly
Division of Family Services (640)									**Division of Family Services (640)**							
640.075	1	671	506N	Custodial Worker	-----	VACANT	$16.236/hourly		640.075	1	370100	506N	Custodial Worker	-----	VACANT	$16.236/hourly

Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 1073-25

File ID:	1073-25	**Type:** Agenda Item	**Status:** Agenda Ready
Version:	1	**Contract #:**	**In Control:** Human Resources
			File Created: 11/07/2025
File Name:	26-0024- Abolish/Create- Code Enforcement		**Final Action:**

Title: Authorization to abolish one (1) classified position of Code Enforcement Officer (Grade 517N) and create one (1) classified position of Code Enforcement Officer Sr. (Grade 518N) in the Division of Code Enforcement, effective upon passage of Council. This has a 12-month future impact of $3,367.68. (L1073-25) (George/Hamilton)

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	Bluesheet Memo 26-0024, From to Template 26-0024, HR Fiscal Impact- 26-0024	**Enactment Number:**	
Deed #:		**Hearing Date:**	
Drafter:	Alana Morton	**Effective Date:**	

History of Legislative File

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

Text of Legislative File 1073-25

Title

Authorization to abolish one (1) classified position of Code Enforcement Officer (Grade 517N) and create one (1) classified position of Code Enforcement Officer Sr. (Grade 518N) in the Division of Code Enforcement, effective upon passage of Council. This has a 12-month future impact of $3,367.68. (L1073-25) (George/Hamilton)

Summary

Authorization to abolish one (1) classified position of Code Enforcement Officer (Grade 517N) and create one (1) classified position of Code Enforcement Officer Sr. (Grade 518N) in the Division of Code Enforcement, effective upon passage of Council. This has a 12-month future impact of $3,367.68. (L1073-25) (George/Hamilton)

Budgetary Implications [select]: Yes

Advance Document Review:

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

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

Fully Budgeted [select]: Partial

Account Number:

This Fiscal Year Impact: $3,367.68

Annual Impact: $

Project:

Activity:

Budget Reference:

Current Balance:

MAYOR LINDA GORTON

LEXINGTON

GLENDA HUMPHREY GEORGE
DIRECTOR
HUMAN RESOURCES

MEMORANDUM

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

FROM: Glenda H. George by EH
Glenda Humphrey George, Director
Division of Human Resources

DATE: November 7, 2025

SUBJECT: Abolish/Create positions – Division of Code Enforcement

Request:
The attached action is requesting authorization to abolish one (1) classified position of Code Enforcement Officer (Grade 517N) and create one (1) classified position of Code Enforcement Officer Sr. (Grade 518N) in the Division of Code Enforcement, effective upon passage of Council.

Why are you requesting:
The purpose of this position is to administer the Housing Repair Assistance Program and work with property owners to bring the condition and appearance of their property into compliance with the International Property Maintenance Code, Kentucky Residential Code and the Lexington-Fayette Urban County Government Code of Ordinances.

What is the cost in this budget year and future budget year?
This has a 12-month future impact cost of $3,367.68.

Position Title	Annual Salary Before	Annual Salary After	Annual Increase/Decrease
Code Enforcement Officer	$53,399.84	$0	($53,399.84)
Code Enforcement Officer Sr.	$0	$56,066.40	$56,066.40
Total Annual Impact/ Salary and Benefits $3,367.68			

File Number: 1073.25

Director/Commissioner: Glenda Humphrey George/Sally Hamilton

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

Lexington-Fayette Urban County Government

Changes in Authorized Positions

Date: 11/7/25

Classified Civil Service

Changes From:									Changes To:							
Div. Line #	**No. Pos.**	**Class Code**	**Pay Grade**	**Position Title**	**Prog. #**	**Employee Name**	**Salary**		**Div. Line #**	**No. Pos.**	**Class Code**	**Pay Grade**	**Position Title**	**Prog. #**	**Employee Name**	**Salary**
Division of Code Enforcement (580)									**Division of Code Enforcement (580)**							
580.025	2	726	518N	Code Enforcement Officer Sr.	-----	-----	-----		580.025	3	726	518N	Code Enforcement Officer Sr.	-----	-----	-----
580.030	12	722	517N	Code Enforcement Officer	-----	-----	-----		580.030	11	722	517N	Code Enforcement Officer	-----	-----	-----

Bluesheet 26-0024

Division of Code Enforcement

Description		1 or -1	Hour Rate	*63122* Base Comp	*63511* Benefits Cost 18.62% Pension	*63615* Other Fringe	*63621* 6.20% FICA	*63622* 0.023% Unemp	*63624* 1.45% Medicare	Employee Total Cost
Code Enforcement Officer (Grade 517N)	Abolish	-1.00	25.673	($53,399.84)	($9,943.05)	($5,528.88)	($3,575.46)	($12.28)	($836.20)	($73,295.71)
Code Enforcement Officer Sr. (Grade 518N)	Create	1.00	26.955	$56,066.40	$10,439.56	$5,528.88	$3,740.79	$12.90	$874.86	$76,663.39
Pay Periods				$2,666.56	$496.51	$0.00	$165.33	$0.61	$38.67	$3,367.68

Annual Cost: $3,367.68

Taxable Fringe	$4,268.88
Total Fringe	$5,528.88

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 1076-25

File ID:	1076-25	**Type:**	Agenda Item	**Status:**	Agenda Ready
Version:	1	**Contract #:**		**In Control:**	Police
				File Created:	11/07/2025
File Name:	Memorandum of Understanding - Baptist Healthcare System, Inc.			**Final Action:**	

Title: Authorization to approve a Memorandum of Understanding with the Baptist Healthcare System, Inc., dba Baptist Healthcare Lexington to allow the Lexington Police Department access and use of the helipad located at 3000 Baptist Health Boulevard in Lexington, KY for one (1) year, beginning on October 7, 2025. No budgetary impact. (L1076-25) (Weathers/Armstrong)

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	Cover Memo - Memorandum of Understanding – Baptist Healthcare System, Inc, Memorandum of Understanding - Baptist Healthcare System	**Enactment Number:**	
Deed #:		**Hearing Date:**	
Drafter:	Renita Happy	**Effective Date:**	

History of Legislative File

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

Text of Legislative File 1076-25

Title

Authorization to approve a Memorandum of Understanding with the Baptist Healthcare System, Inc., dba Baptist Healthcare Lexington to allow the Lexington Police Department access and use of the helipad located at 3000 Baptist Health Boulevard in Lexington, KY for one (1) year, beginning on October 7, 2025. No budgetary impact. (L1076-25) (Weathers/Armstrong)

Summary

Authorization to approve a Memorandum of Understanding with the Baptist Healthcare System, Inc., dba Baptist Healthcare Lexington to allow the Lexington Police Department access and use of the helipad located at 3000 Baptist Health Boulevard in Lexington, KY for one (1) year, beginning on October 7, 2025. No budgetary impact. (L1076-25)

(Weathers/Armstrong)

Budgetary Implications: NO
Advance Document Review:

Law: Yes, Michael Sanner, November 3, 2025

Risk Management: No

Fully Budgeted: N/A
Account Number: N/A
Year Impact: $ -0-
Annual Impact: $ -0-
Project:
Activity:
Budget Reference:
Current Balance:

MAYOR LINDA GORTON

LEXINGTON

LAWRENCE WEATHERS
CHIEF
LEXINGTON POLICE DEPT.

TO: Mayor Linda Gorton
Urban County Council

Lawrence B. Weathers

FROM: Chief Lawrence B. Weathers
Lexington Police Department

CC: Commissioner Kenneth Armstrong
Department of Public Safety

DATE: November 7, 2025

SUBJECT: Memorandum of Understanding – Baptist Healthcare System, Inc.

Request
Authorization to accept the Memorandum of Understanding (MOU) with the Baptist Healthcare System, Inc., dba Baptist Healthcare Lexington.

Why are you requesting?
This MOU is to allow the Lexington Police Department (LPD) access and use of the helipad located at 3000 Baptist Health Boulevard in Lexington, KY. LPD may require the temporary use of Baptist Healthcare System, Inc. helipad from time to time for the Police helicopter(s) when LPD's helipad is unavailable or it is inconvenient for LPD to return to their helipad. This MOU shall be for one (1) year, beginning on October 7, 2025. This MOU shall automatically renew, unless either party gives written notice at least thirty (30) days prior to the expiration of the initial term, or the then current renewal term of an intention not to renew. We are requesting Council Approval for Mayor Gorton to sign the document. Upon approval and signing, please forward copy of MOU to the Chief's Office. If you have any questions or require additional information, please contact my office.

What is the cost in this budget year and future budget years? No budgetary impact

Are the funds budgeted? N/A

File Number: 1076-25

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

LBW/rmh

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING ("**MOU**") is made and entered into this __ day of October, 2025 (the "**Effective Date**"), to set forth the terms and understanding between Baptist Healthcare System, Inc**.** d/b/a Baptist Health Lexington, a Kentucky nonprofit corporation ("**Baptist**") and Lexington Police Department, a division of the Lexington-Fayette Urban County Government on behalf of the Division of Police ("**LPD**").

WHEREAS, Baptist is a hospital provider physically located in the City of Lexington, Kentucky with a helipad located at 3000 Baptist Health Boulevard in Lexington, Kentucky (the "**Helipad**");

WHEREAS, LPD may require the temporary use of Baptist's helipad from time to time for its police helicopter(s) when LPD's helipad is unavailable or it is inconvenient for LPD to return to its helipad; and

WHEREAS, the parties are entering into this MOU in the interest of best serving the needs of the citizens of the City of Lexington, Fayette County, Kentucky.

NOW THEREFORE, in consideration of the mutual covenants stated in this MOU, the parties hereby agree as follows:

1. Beginning October 7, 2025, LPD will have access to, and use of, the Helipad, including means of ingress and egress thereto. The parties agree that Baptist will not be responsible to provide to LPD any fuel, materials, supplies, or any other items or services pursuant to this MOU or incident to LPD's use of the Helipad. Baptist will use commercially reasonable efforts to keep the Helipad in good order and repair, performing necessary repairs and maintenance to the same at its expense to keep the Helipad safe and in compliance with all federal, state and local laws, rules and regulations governing the use of a helipad. Baptist will use commercially reasonable efforts to ensure that no equipment, vehicles or aircraft (including helicopter(s)) are stored or kept on the Helipad during the Term (defined below) of this MOU. Anything herein to the contrary notwithstanding, Helipad is provided "as is" and "with all faults," and Baptist makes no representation or warranty of any kind, express or implied, with respect to the condition of the Helipad, including habitability, fitness, or suitability for a particular purpose. BAPTIST HEREBY DISCLAIMS AND LPD HEREBY WAIVES THE BENEFIT OF, ANY AND ALL IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF HABITABILITY, FITNESS, OR SUITABILITY FOR A PARTICULAR PURPOSE. LPD ACKNOWLEDGES THAT NEITHER BAPTIST NOR ANY AGENT OF BAPTIST HAS MADE ANY REPRESENTATION OR WARRANTY WITH RESPECT TO THE HELIPAD OR THE SUITABILITY OF THE HELIPAD FOR THE PURPOSE HEREIN INTENDED. BY OCCUPYING THE HELIPAD, LPD IS DEEMED TO HAVE ACCEPTED THE HELIPAD AS SUITABLE FOR ITS PURPOSE.

2. The MOU term shall be for one (1) year (the "**Initial Term**") commencing on the Effective Date, defined above, subject to earlier termination as set forth herein. This MOU shall automatically renew for successive one (1) year renewal terms (each a "**Renewal Term**") unless either party gives written notice at least thirty (30) days prior to the expiration of the Initial Term or the then current Renewal Term of an intention not to renew. The Initial Term and any Renewal Term(s) are referred to collectively as the "**Term**." Either party may terminate this Agreement upon at least three (3) days prior written notice to the other party. Use of the Helipad by LPD under this MOU shall be without charge to LPD.

3. LPD agrees that Baptist shall have sole discretion as to the availability of the Helipad when it receives a request from LPD for use of the Helipad and that Baptist can refuse LPD's request to use the Helipad at any time, for any reason, or for no reason. LPD further agrees that at any time that LPD's helicopter is parked on the Helipad, Baptist may request that the helicopter vacate the Helipad immediately and LPD will comply with such request as soon as it is safe to do so.

4. In the use of the Helipad, LPD and its personnel will fully comply with all applicable federal, state, and local laws, rules, and regulations. LPD shall use such Helipad in an efficient, non-wasteful, and professional manner. Except for the Helipad, LPD shall not be permitted and shall not use any of the Baptist's other facilities without the prior written consent of Baptist. After each use of the Helipad, LPD shall remove all equipment, supplies, trash, or other items from the Helipad that were brought or otherwise placed there by LPD or any of its officers, staff, agents, or employees. LPD shall in no way interfere with the use of the Helipad or any Baptist facilities by Baptist, its employees, patients or guests. LPD shall not cause and shall not permit its officers, staff, agents, or employees to cause damage to the Helipad, Baptist or to any premises or property of Baptist. The repair or replacement cost related to any damage to Baptist's facilities and property, including the Helipad, by LPD, its officers, staff, agents, or employees shall be the responsibility of LPD.

5. LPD will follow the particular aircraft procedures below:

   A. All inbound helicopter aircraft ("**HA**") are requested to contact Baptist Security Dispatch by phone at (859) 422-8192 no later than fifteen (15) minutes prior to the expected time of arrival ("**ETA**") at Helipad, then again within five (5) minutes of the ETA at the Helipad. The Baptist Communication Specialist will provide the aircraft with known alerts including hazards, inbound, and outbound helicopters on the Helipad.

   B. Pilots and/or communications specialists have the authority to delay or divert the landing or lift-off of aircraft on the Helipad. Examples to promote safe flying conditions include, but are not limited to weather, helipad maintenance, helicopter traffic, and multiple aircraft already on the Helipad.

C. Pilots will utilize and monitor frequency **123.025** within twenty (20) nautical miles of the intended landing area. Within five (5) nautical miles of the intended landing area, the Pilots will state their intentions in the blind and coordinate their movements with other aircraft in the area.

D. Outbound HA should again contact Baptist Security Dispatch by phone at (859) 422-8192 with departure times and flight plans **prior to departure**.

E. Pilots should give an advisory call on **123.025** stating intentions and departure route.

While the HA is on the Helipad, pilots are expected to stay with the aircraft. In addition, the pilot is expected to have a communication device (2-way radio, cell phone, etc.) at all times to assure communication with the Baptist Dispatch Communication Center is not delayed or interrupted.

6. LPD acknowledges and agrees that it is using the Helipad at its own risk and accepts sole responsibility for the safety of all individuals utilizing the Helipad at its direction. Baptist makes no representations or express or implied warranties as to LPD's use of the Helipad pursuant to this MOU.

7. In consideration of Baptist providing use of the Helipad to LPD, LPD agrees that all personal property, including LPD's equipment and supplies, upon the Helipad shall be at the risk of LPD and Baptist shall not be liable for any damage thereto or for any loss or loss of use thereof. LPD assumes all responsibility, risk, and liability for all activities of LPD, its officers, staff, agents, or employees, directly or indirectly conducted in connection with this MOU. LPD agrees, to the fullest extent permitted by applicable law, to indemnify and hold harmless Baptist, its members, successors, representatives, officers, directors, agents, and employees from and against all claims, demands, judgments, costs and expenses (including reasonable attorneys' fees) which may arise by reason of injury or death to any person, or damage to any property, that may have arisen or be alleged to have arisen in connection with (i) the use of the Helipad by LPD, its officers, staff, agents, or employees; (ii) any negligent, reckless, or intentional act or omission of LPD, its officers, staff, agents, or employees; or (iii) any breach of this MOU by LPD. Baptist assumes no responsibility for the loss or damage of LPD's property or the property of its officers, staff, agents, or employees placed on or in the Helipad, and LPD hereby expressly releases and discharges Baptist from any and all liability for loss to such property. This shall not be deemed a waiver of sovereign immunity or any other third-party defense available to LPD.

8. Both parties shall, at their sole cost and expense, procure, or through a program of self-insurance, keep and maintain throughout the Term of this MOU, insurance coverage in the minimum amounts of (i) One Million Dollars ($1,000,000) per occurrence and Three Million Dollars ($3,000,000) annual aggregate for professional liability, (ii) One Million Dollars ($1,000,000) per occurrence for General Liability, (iii) One Million Dollars ($1,000,000) for commercial auto liability, and iv) Five Million Dollars ($5,000,000) for

aircraft liability. Upon request, LPD will promptly furnish to Baptist a certificate of insurance evidencing such insurance with limits meeting the requirements of this MOU.

9. This MOU shall be governed by, and construed and enforced in accordance with, the laws of the Commonwealth of Kentucky.

BAPTIST HEALTHCARE SYSTEM, INC. d/b/a BAPTIST HEALTH LEXINGTON	**LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**
By:_____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____

Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 1082-25

File ID:	1082-25	**Type:**	Agenda Item	**Status:**	Agenda Ready
Version:	1	**Contract #:**		**In Control:**	General Services
				File Created:	11/12/2025
File Name:	Public-Private Partnership New Government Center Project			**Final Action:**	

Title: Authorization to execute necessary documents related to constructing and Leasing To Own a new Government Center, a Public-Private Partnership (P3), (awarded pursuant to RFP #51-2024 Government Center Development & Lease Proposal) to be located at 200 West Vine Street and 260 West Vine Street, Suite 400, and authorizing and directing the Mayor or her designee, to execute the following documents, and any additional necessary documents related to this project, with the Lexington Opportunity Development Fund, Inc. and/or the Lexington Opportunity Fund, LLC, or their affiliate(s): (1) Development Agreement, (2) Real Estate Purchase and Sale Agreement, (3) Ground Lease, and (4) facilities Lease; with an initial payment of $30 million towards the purchase of the properties and the construction of the project, and the term of the facilities lease not to exceed 35 years or an estimated annual payment of $3.5 million per year; authorizing the taking of any additional necessary actions related to this matter; and appropriating funds pursuant to schedule no. 0017; with the final closing and full notice to proceed with the project contingent upon the approval of the Kentucky Local Government Public-Private Partnership Board pursuant to KRS 65.028(12), if applicable. (L1082-25) (Ford)

Notes: Public-Private Partnership for the New Government Center Project

Sponsors:		**Enactment Date:**	
Attachments:	Blue Sheet Memo - New Govt Center - Final, Project Cost Summary - New Govt Center, New Govt Center Presentation 9.16.25	**Enactment Number:**	
Deed #:		**Hearing Date:**	
Drafter:	Sandra Lopez	**Effective Date:**	

History of Legislative File

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

Text of Legislative File 1082-25

Title

Authorization to execute necessary documents related to constructing and Leasing To Own a new Government Center, a Public-Private Partnership (P3), (awarded pursuant to RFP #51-2024 Government Center Development & Lease Proposal) to be located at 200 West Vine Street and 260 West Vine Street, Suite 400, and authorizing and directing the Mayor or her designee, to execute the following documents, and any additional necessary documents related to this project, with the Lexington Opportunity Development Fund, Inc. and/or the Lexington Opportunity Fund, LLC, or their affiliate(s): (1) Development Agreement, (2) Real Estate Purchase and Sale Agreement, (3) Ground Lease, and (4) facilities Lease; with an initial payment of $30 million towards the purchase of the properties and the construction of the project, and the term of the facilities lease not to exceed 35 years or an estimated annual payment of $3.5 million per year; authorizing the taking of any additional necessary actions related to this matter; and appropriating funds pursuant to schedule no. 0017; with the final closing and full notice to proceed with the project contingent upon the approval of the Kentucky Local Government Public-Private Partnership Board pursuant to KRS 65.028(12), if applicable. (L1082-25) (Ford)

Summary

Authorization to execute necessary documents related to constructing and Leasing To Own a new Government Center, a Public-Private Partnership (P3), (awarded pursuant to RFP #51-2024 Government Center Development & Lease Proposal) to be located at 200 West Vine Street and 260 West Vine Street, Suite 400, and authorizing and directing the Mayor or her designee, to execute the following documents, and any additional necessary documents related to this project, with the Lexington Opportunity Development Fund, Inc. and/or the Lexington Opportunity Fund, LLC, or their affiliate(s): (1) Development Agreement, (2) Real Estate Purchase and Sale Agreement, (3) Ground Lease, and (4) facilities Lease; with an initial payment of $30 million towards the purchase of the properties and the construction of the project, and the term of the facilities lease not to exceed 35 years or an estimated annual payment of $3.5 million per year; authorizing the taking of any additional necessary actions related to this matter; and appropriating funds pursuant to schedule no. 0017; with the final closing and full notice to proceed with the project contingent upon the approval of the Kentucky Local Government Public-Private Partnership Board pursuant to KRS 65.028(12), if applicable. (L1082-25) (Ford)

Budgetary Implications [select]: Yes

Advance Document Review:

Law: Yes, David Barbarie, Evan Thompson

Risk Management: No

Fully Budgeted [select]: budget amendment in process

Account Number: 1105 - 707101 - 0001 - 91017

This Fiscal Year Impact: $30,000,000

Annual Impact: $

Project:

Activity:

Budget Reference:

Current Balance: BA in process

MAYOR LINDA GORTON

LEXINGTON

CHRIS FORD
COMMISSIONER
GENERAL SERVICES

TO: Mayor Linda Gorton
Honorable Members, Urban County Council

FROM: _____
Chris Ford, Commissioner of General Services

DATE: November 13, 2025

SUBJECT: **Public – Private Partnership for the New Government Center Project**

Request:

Request Council authorization for the Mayor to execute necessary documents for a Public – Private Partnership (P3) with Lexington Opportunity Fund for construction and leasing of a new Government Center located at 200 West Vine Street and 260 West Vine Street, Suite 400.

Purpose:

Pursuant to Request for Proposal (RFP) #51-2024, LFUCG has negotiated with the Lexington Opportunity Fund to renovate and construct a 104,000 square foot facility to serve as the new government center. The project site is approximately 1.77-acres, which includes a 3-level parking garage with 286 spaces. LFUCG will take ownership of the site upon final approval of the agreement and provide a ground lease to the developer for construction of the facility. The facility lease is a term of 35 years. LFUCG will own the government center building's capital improvements at the conclusion of the lease term.

The Public – Private Partnership for the new Government Center project is constituted by a core series of documents which include: (1) Development Agreement, (2) Real Estate Purchase and Sales Agreement, (3) Ground Lease, and (4) Facilities Lease. The final closing and full notice to proceed with the project is contingent upon the approval of the Kentucky Local Government Public – Private Partnership Board pursuant to KRS 65.028(12), if applicable for minimum project cost thresholds subject to state jurisdiction.

Budgetary Implication:

A budget amendment is in process at accounting string 1105 – 707101 – 0001 – 91017, to establish this project and to transfer $30 million from the capital reserve account. LFUCG will provide an initial contribution of $30 million toward project development to pay the cost of site acquisition, including land and structures, as well as a portion of construction costs and tenant improvements. The estimated total redevelopment project budget, including site control, construction, and financing costs is $86.6 million. The estimated annual lease payment is $3.5 million. Annual lease payments will begin once the project is completed and LFUCG occupies the building, which is anticipated during FY 2028. The estimated annual lease payment is less than one percent (1%) of the government's budgeted General Fund revenues.

File Number: 1082-25

Director/Commissioner: Chris Ford

New Government Center

Project Cost Summary

Site Control

Building		$ 8.0 million	
Parking Garage	+	$15.6 million	
			$23.6 million

Redevelopment

Construction		$44.0 million	
Design (8%)		$3.5 million	
Contingency (15%)	+	$7.1 million	
			$54.6 million

Soft Costs

Financing Costs		$5.7 million	
Developer Fee (5%)	+	$2.7 million	
			$8.4 million

TOTAL PROJECT ESTIMATE	**$86.6 million**

The Plan for Lexington's New Government Center

Council Work Session

September 16, 2025

Legacy of 200 E. Main Street

- Lafayette Hotel opened in 1920
- City-County Merger vote in 1972
- Purchased by Lexington-Fayette Urban County Government in 1982
- LFUCG move-in 1984

This space has served us continuously for 40 years as the local government's headquarters, but it was never intended to be permanent.



Our Building's Current Condition

The historic building has accessibility challenges, costly capital improvement forecasts, lacks modern systems and amenities, and has space limitations for public meetings

Estimated Deferred Maintenance Costs: $55M

Recent Major Capital Improvements Total: $4.35M

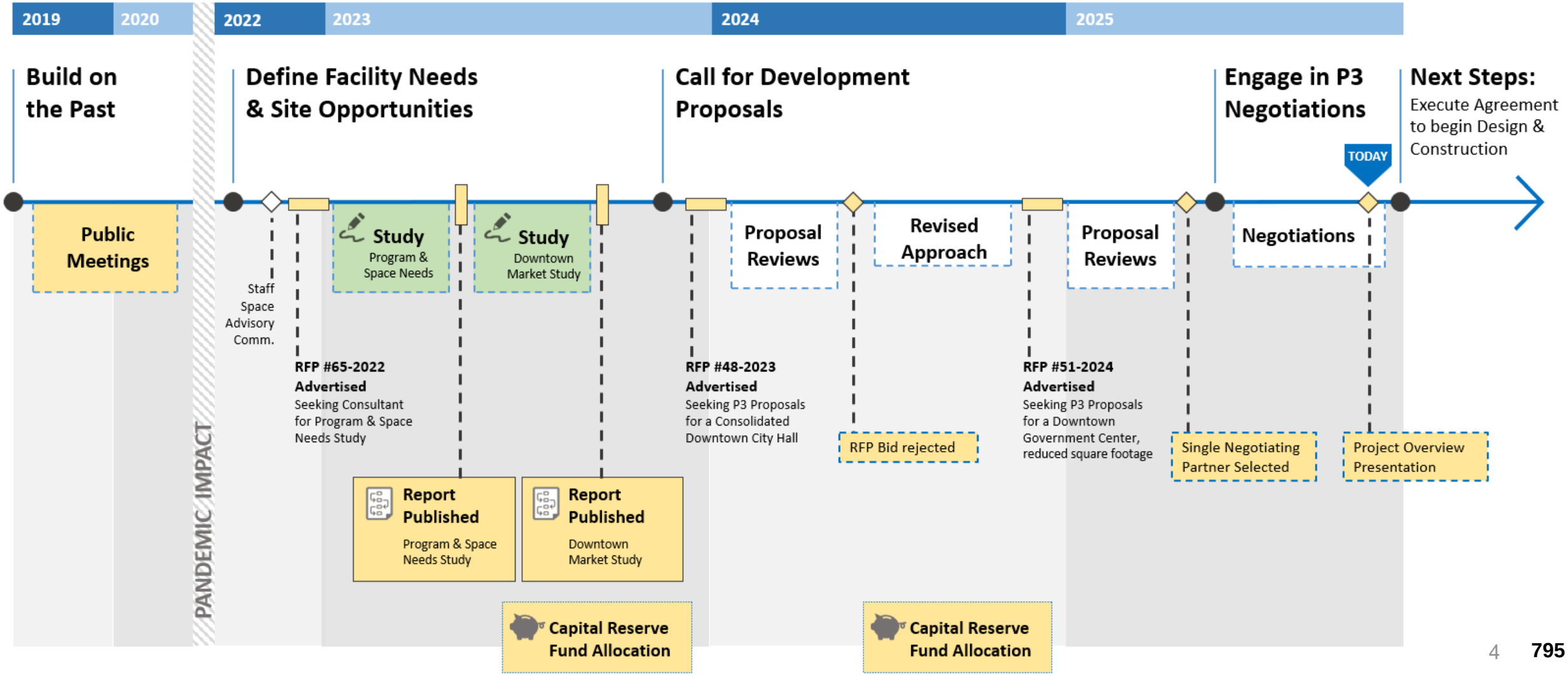
FY18- FY24

- Generator Replacement
- Envelope Repairs
- Elevators
- Parking Garage
- HVAC



LEXINGTON

LFUCG's More Recent Pathway to a New Government Center



A New Approach- Lessons Learned & Progress Made

Revision

- ✓ Reduced building footprint to minimum 100,000 sf
- ✓ Fiscal priority to contain project development costs
- ✓ Keep Phoenix Building; leverage to support new Govt Center.

Research

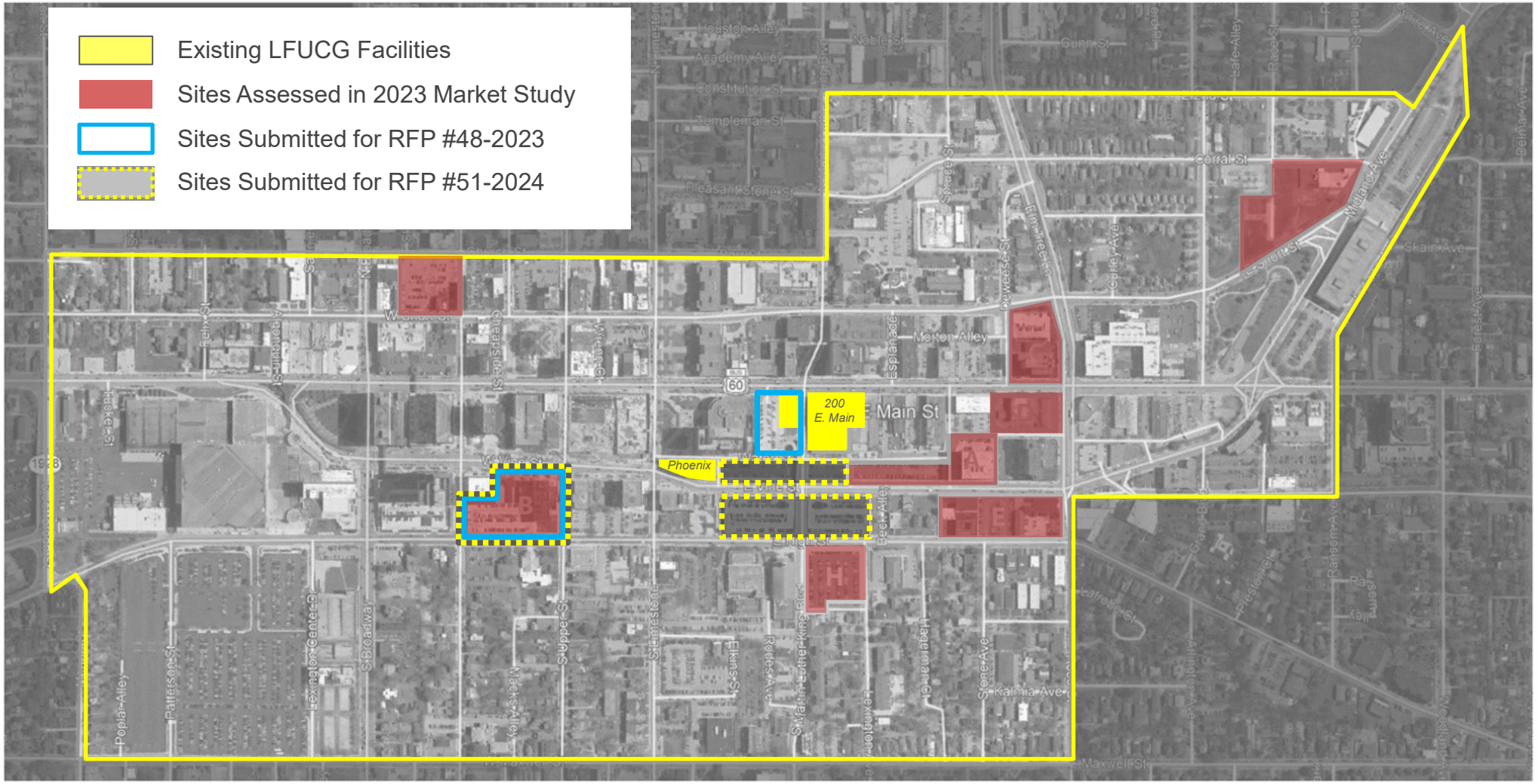
- ✓ Programming & Space Needs Study (2023)
- ✓ Downtown Market Study (2023)
- ✓ Retained
  - P3 Legal Counsel: Frost Brown Todd
  - Financial Advisors: Baird

Resources

- ✓ Project Development: Cash Reserves
- ✓ Real Estate Holdings (potential disposable)
- ✓ Leadership: Administration & Council

LEXINGTON

Downtown: The Heart of Lexington, The Home of Government



Request for Proposals: Open & Transparent Procurement Process

RFP #51-2024

Advertised September 27 – December 4, 2024

- 3 proposals received
- 10 selection committee meetings held
- 2 presentations & site visits with each proposer

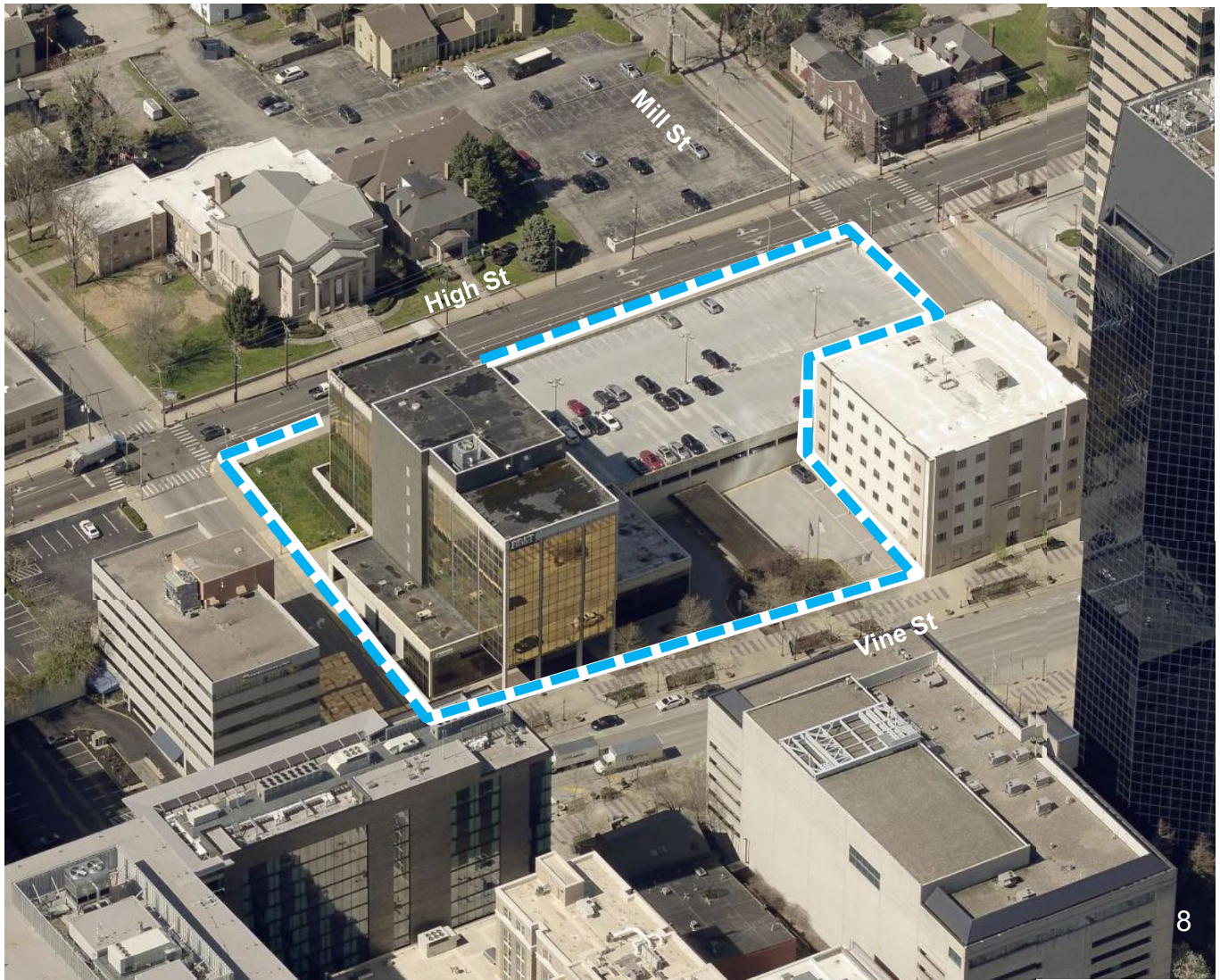
April 2025: selected a Single Negotiating Partner that reflected the strongest, most shovel-ready option

- Lexington Opportunity Fund
- 200 W. Vine Street
  (building & parking garage)



Our Vision: A Civic Home for the Future at 200 W. Vine Street

- **Inclusive & Safe:** Open to all, with well-being at the core
- **Efficient & Functional:** Designed for productivity and seamless service
- **Community Hub:** Welcoming spaces for dialogue, service, and connection
- **Downtown Anchor:** Connecting government and community
- **Trusted Landmark:** A symbol of Lexington's pride and transparent government



A Center for the Community

Goal: Make public spaces the heart of the building, creating a civic front door that invites community gatherings, meetings, and civic participation.



Image: Lexington Opportunity Fund, RFP #51-2024 Submittal

The first two floors will include:

- ***Welcoming Lobby:*** *A gallery and event space that reflects our city and invites residents in*
- ***Community Rooms:*** *Flexible spaces for groups of all sizes to meet and gather*
- ***Council Chamber:*** *Accessible, modern, and big enough so everyone has a seat*

Welcoming & Accessible to All

Goal: Ensure every employee and visitor, regardless of ability or background, can easily navigate, participate in, and feel at home in their government center.



Image: hineon.com

- ***Universal Design:*** *Going beyond ADA to make the building usable for everyone*
- ***Easy-to-Navigate:*** *Clear layout so people can move through without confusion*
- ***On-site Parking:*** *Convenient access for all visitors*

Healthy, Safe, Productive Workplace

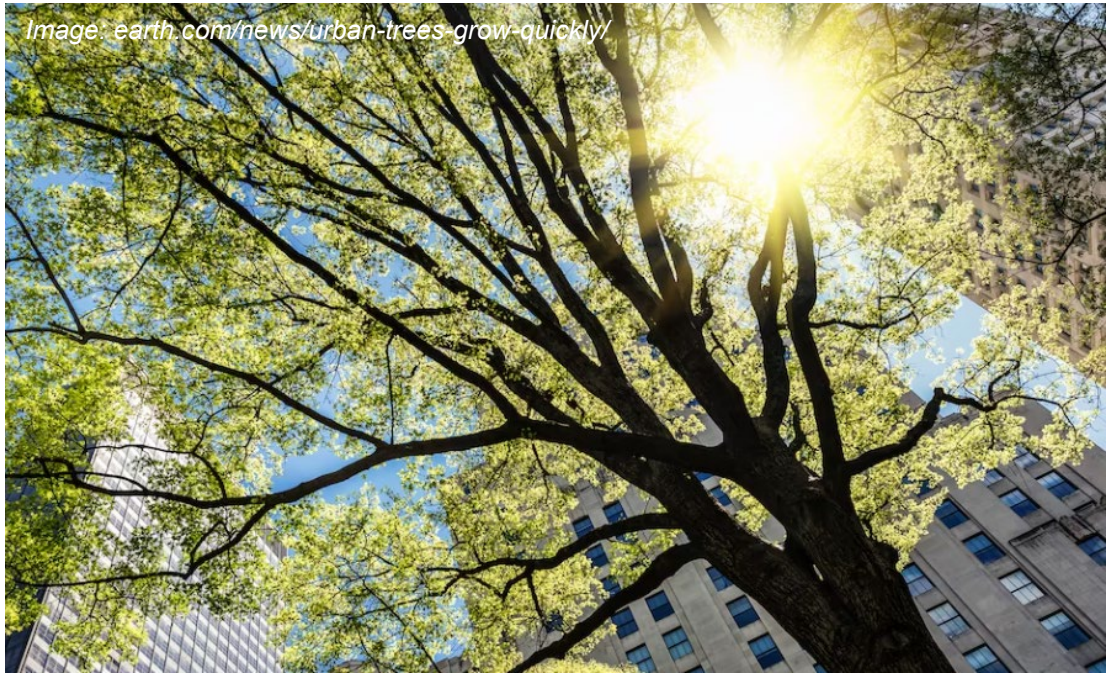
Goal: Provide LFUCG employees with a safe, modern, and collaborative environment that supports their well-being and improves service to residents.


Image: ASDSKY TRIMONT, ©Garey Gomez

- ***Healthy Spaces:*** *Natural light, clean air, and safe design boost well-being*
- ***Collaboration:*** *Shared hubs and meeting rooms build teamwork across departments*
- ***Safe Design:*** *Controlled access and modern offices keep staff and visitors secure*
- ***Service:*** *Investing in staff means better service for Lexington residents*

Sustainability & Environmental Stewardship

Goal: Build a government center that lowers costs, reduces environmental impact, and sets a visible example of sustainability for our community.



- ***Efficient:*** *Smart systems cut energy costs and save taxpayer dollars*
- ***Healthy:*** *Natural light and clean air benefit employees and visitors*
- ***Built to Last:*** *Durable materials reduce maintenance and extend the life of the building*

The Time is Now for a new Government Center

One that is safe, inviting, accessible and functional

- **Past Efforts:** Previous attempts laid the groundwork for current success
- **Thoughtful & Methodical:** We continue to be committed to a careful, step-by-step process
- **Shovel-Ready:** The project is ready to move forward now
- **Responsible:** Investment does not take away from other local priorities
- **Future-Focused:** Solves a decades-old problem and delivers a civic home for residents, community, and employees for generations to come

Public-Private Partnership (P3)

Goal: Leverage private expertise and investment to deliver Lexington a modern Government Center efficiently and responsibly.

- ***Shared Risk:*** *Public and private partners share risks and responsibilities*
- ***Cost Savings:*** *Lowers LFUCG's total life-cycle costs and spreads investment over time*
- ***Faster Delivery:*** *Private expertise and a design-build, phased approach delivers the project more quickly*
- ***Higher Quality:*** *Best value selection and private expertise provides higher quality facilities*
- ***Focused Government:*** *Allows LFUCG to focus on serving residents while partners manage development*



Key Next Steps & Opportunity

- Continue & finalize negotiations with our single negotiating partner
- Request Council authorization to execute a P3 agreement
- Ensure the design phase will be shaped by engagement with the public, staff, & Council
- Goal to break ground and begin project in 2026

Lexington's New Government Center

This is more than a building, this is a lasting investment in our people, our employees, and our future

Stay up to date on the project by visiting

Lexingtonky.gov/GovernmentCenter

Thank You

Questions?

LEXINGTON

Docusign Envelope ID: D863C7A6-0056-4747-B15F-D4F19916D5EF

FARO Technologies Inc
125 Technology Park, Lake Mary FL
32746-6204
Phone No: 407-333-9911

Account Manager: Richard Britt
Email: richard.britt@faro.com
Sales Support: Jody Westfall
Contact Person: Chris Sizemore

Quotation No: 06700755
Quotation Date: 10/07/2025
Expiration Date: 11/06/2025
Lead Time: 2-6 weeks
Ship: Standard/Ground
Payment Terms: 30 Days net
Delivery Terms: Ex Works Origin

Bill To:

Lexington-Fayette Urban County Governmen
200 E Main St
Lexington,KY,40507-1310
US

Ship To:

Lexington-Fayette Urban County Governmen
Lexington,United States
150 E Main St
Lexington,KY,40507-1318
US

Notes:
The 2 Dongle should be associated to the PN 991906930131125617 and DME5O368RFY7XU9GKV

UNIT COSTS					
ITEM NO.	DESCRIPTION	QTY	UNIT PRICE	DISCOUNT	TOTAL AMOUNT
SMAR51007-3Y	**FARO Zone 3D Expert Maintenance Rnwl 3Y** Zone 3D Expert annual maintenance renewal includes product updates and upgrades (as available), including top tier technical support for three (3) years. Customer must be on the most current software release to purchase this plan. Contract Date: 01/01/2026 - 12/31/2028 DME5O368RFY7XU9GKV	**1**	$ 2,702	$ 0	**$ 2,702**

Docusign Envelope ID: D863C7A6-0056-4747-B15F-D4F19916D5EF

SMAR0900-3Y 	**SCENE MAINT - 3Y RNWL** Contract Date: 01/01/2026 - 12/31/2028 991906930131125617	**1**	$ 3,260	$ 0	**$ 3,260**
SOFTL0002	**Single User Hard Lock** Hard lock (USB Dongle) for one single user subscription license. Software licenses purchased separately. Can be used together with FARO SCENE, CAM2, Faro Zone, RevEng and As-Built Software products.	**2**	$ 239	$ 478	**$ 0**

RECURRING COSTS					
ITEM NO.	DESCRIPTION	YRS	ANNUAL PRICE	DISCOUNT	SUBTOTAL

Total Unit Price:	**$ 6,440.00**
Total Recurring Costs:	**$ 0.00**
Total Discount:	-($ 478.00)
Sub Total:	$ 5,962.00
Shipping & Handling:	$ 11.73
Total Excluding Tax:	$ 5,973.73
Total Taxes:	$ 0.00
Total Due: (USD)	**$ 5,973.73**

Check Payments:
FARO Technologies, Inc.
PO Box 116908
Atlanta, GA 30368-6908

FARO Technologies Inc., 125 Technology Park, Lake Mary FL 32746-6204
Electronic Payments:
FARO Technologies, Inc.
ABA: 061000104
Swift Nbr: SNTRUS3A
USD Account #: 1000009578609

Phone No: 407-333-9911
www.faro.com
Nasdaq: FARO

Docusign Envelope ID: D863C7A6-0056-4747-B15F-D4F19916D5EF

****Note: Taxes on this quote are budgetary estimates and are not binding. Taxes charged will be based on applicable tax rates assessed at the time of final invoice.**

Quote, including FARO ~~Standard~~ Delivery Terms and Conditions, accepted

Signature: _____Print:_____
Title:_____Date:_____
Accounts Payable Name:_____Email:_____

Do you require a PO number to be referenced on the invoice ( ) No ( ) Yes - PO #:_____

Negotiated terms will govern this sale. Changes to FARO's standard Terms and Conditions copied below.

State Entities - Indemnification Exclusion

Notwithstanding anything to the contrary in Section 8.0 of the FARO terms and conditions, the following modifications apply:

1) Definition. For purposes of this Note, "State Entities" means state bodies and directly dependent entities as defined in the applicable state regulations.

2) Exclusion from Mutual Indemnification Obligations. State Entities are excluded from the scope of the indemnification obligations set forth in Section 8.0. Accordingly, State Entities shall have no obligation to indemnify FARO under Section 8.0.

Section 9.04 - Governing Law

For Orders in the United States, the terms and conditions hereof shall be governed by and construed in accordance with the laws of the State of Kentucky, United States of America, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof. Purchaser and FARO agree that the sole and exclusive jurisdiction and venue for purposes of any and all lawsuits, disputes, causes of action, arbitrations or mediations in the United States of America shall be in a Court of competent jurisdiction of Fayette County, Kentucky.

Signed by:

Signature: Rodney L Chaffee
6A54B7DC472643B...

Name: Rod Chaffee

Title: Vice President of Sales

Date: 10/24/2025

Docusign Envelope ID: D863C7A6-0056-4747-B15F-D4F19916D5EF

PURCHASE AGREEMENT AND CONDITIONS OF SALE: As a condition of this agreement, the applicable contract terms are FARO's ~~Standard~~ Terms and Conditions of Sale, or, if the Parties have entered into current master sales terms, such negotiated master terms.

The FARO Standard Terms and Conditions can be found at the following Web link (if such is not an active link, please copy and paste the Web address into a Web browser):
https://www.faro.com/terms/

You can also obtain the terms from your FARO sales representative or please email Contracts.AMER@faro.com for a copy.

The following article contains all our calibration information under their respective product headings
https://knowledge.faro.com/Essentials/Hardware/Compensation_Calibration_and_Certification_Standards_for_FARO_Devices

Negotiated terms will govern this sale. Please see previous page for chnages to FARO's terms and conditions