Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Docket

Tuesday, April 22, 2025

3:00 PM

Packet

Council Chamber

Urban County Council Work Session

I. Public Comment - Issues on Agenda

II. Requested Rezonings/ Docket Approval

III. Approval of Summary

a **0397-25** Table of Motions: Council Work Session, April 15, 2025

Attachments: TOM 041525

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 **0398-25** Summary: Environmental Quality and Public Works Committee, March 11, 2025

Attachments: eqpw_summary_2025-03-11

b **0399-25** Presentation: Downtown Lexington Management District Recertification Process

Attachments: DLMD Renewal Presentation
DLMD Info Sheet

c **0400-25** A Resolution approving the FY 2026 Budget of the Lexington and Fayette County Parking Authority (LexPark), as well as proposed fee or rate increases (effective September 1, 2025), pursuant to KRS 67A.921. [Council Office, Hall]

Attachments: LPA FY26 Proposed Budget for Council Approval
400-25 Resolution LexPark Budget FY26 4920-1200-1849 v.2.doc
Exhibits(Lexpark).pdf
R-192-2025

d **0401-25** Presentation: Complete Streets Update

Attachments: FINAL-2025_CompSt_WorksessionUpdate

XI. Council Reports

XII. Public Comment - Issues Not on Agenda

XIII. Adjournment

Administrative Synopsis - New Business Items

a **0314-25** An Ordinance amending Section 5-76(1) of the Code of Ordinances related to required fees for electrical wiring work not exceeding thirty thousand ($30,000) dollars to increase the rates as follows: rough wire inspections for the first 10 (ten) circuits from $55 to $65, rewire inspections from $55 to $65, re-inspection from $35 to $45, final inspection from $55 to $65 for up to 10 (ten) circuits, temporary on permanent inspections from $55 to $65, manufactured or mobile home service from $55 to $65, apartments-rough wire and temporary inspection from $35 to $55 and apartments-final inspections from $35 to $55; amending Section 5-76(2) of the Code of Ordinances related to required fees to change fees on Contracts for $40,000 and above to Contracts for $30,000 and above to 1(one) percent of the total cost. [Div. of Building Inspection, Carpenter]

Attachments: Memo 0314_25
Rrquest letter and prop. fees
ord electrical fees_Draft
314-25 ord electrical fees 4919-6035-8704 v.1.doc
O-028-2025

b **0343-25** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to accept an award of funds, in the amount of $30,000, from the Fayette Education Foundation via the Bluegrass Community Foundation, related to the administration of One Lexington, It Takes A Village Summer Program (ITAV), the acceptance of which does not obligate a local match expenditure from the Urban County Government. [Mayor's Office, Carama]

Attachments: 25-Blue Sheet Memo ONE Lexington ITAV BGCF Award
BA 13608
FW_ Summer Programming ITAV Award
0343-25 Resolution - Fayette Education Foundation 4910-7895-0970 v.1.doc
R-186-2025
Contract #120-2025
Contract #120-2025
Contract # 120-2025
Contract #120-2025

c **0348-25** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute a MOA with Fayette County Public Schools, to establish guidelines for the EMT Program. [Div.

of Fire and Emergency Management, Wells]

Attachments: Bluesheet Memo_FCPS_EMT Program_Wells
Fayette County Public Schools_Memorandum_EMT_Wells_2025
348-25 4934-2346-0151 v.1.doc
R-187-2025

d **0356-25** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute the First Amendment to the Loan Agreement, and any related documents, with Space Tango, LLC, to reduce the loan amount from $250,000 to $187,500. [Mayor's Office, Atkins]

Attachments: Space Tango Blue Sheet 4 10 25 B
FIRST AMENDMENT TO LOAN AGREEMENT 4906-1487-6188 v.1
RESO 356-25- First Amendment Jobs Fund Space Tango 4918-3392-9786 v.
R-188-2025

e **0366-25** An Ordinance re-establishing and continuing, pursuant to KRS 91.750, et seq., the "Downtown Lexington Management District", previously created and established pursuant to Ordinance No. 52-2015 and previously re-established pursuant to Ordinance No. 32-2020, and providing for its boundaries; a fifteen member board, the requirements and appointing process for board members, and their term limits; the powers of the board; a fiscal year commencing on July 1st, the undertaking of economic improvements by the board; a Budget and audit process; an affirmative action plan; public information; an assessment not to exceed $.10 of $100 of the assessed property value for each assessed property within the district; a contesting and appeal process; liens; an annual report to property owners; ethical requirements on board members; termination of the District on July 1, 2035 unless re-established by the Urban County Council in accordance with state statute; board guidelines; Contracting requirements; management, marketing, and administration; reporting requirements; an advisory Council to the Board; severability; all effective upon date of passage. [Mayor's Office, Atkins]

Attachments: DLMD Blue Sheet April 2025
DLMD-Map.jpg
ORD 366-25- DLMD Establishing Ordinance 4885-3445-9067 v.3.docx
O-030-2025

f **0369-25** An Ordinance amending Section 22-53.1 of the Code of Ordinances, relating to the Police Academy examination for appointment, to authorize the making of conditional offers earlier in

the hiring process and to simplify the hiring process by eliminating the phased approach to the examination. [Div. of Human Resources, George]

Attachments: Bluesheet Memo 25-0048
REVISED DRAFT ORD (clean) for Sec. 22-53.1 (Police Recruitment) -3-31-25
ORD 369-25 Amending Sec. 22-53.1 (Police Recruitment) 4929-1593-7079 v.
O-029-2025

g **0370-25** An Ordinance amending the authorized strength by abolishing one (1) unclassified position of Behavioral Health and Wellness Coordinator, Grade 523E, in the Div. of Police, effective upon passage of Council. [Div. of Human Resources, George]

Attachments: Bluesheet Memo 25-0046
From to 25-0046
HR Fiscal Impact- 25-0046
ORD 0370-25 abolish behavioral health and wellness coordinator 4900-8128-
O-031-2025

h **0371-25** An Ordinance amending the authorized strength by creating two (2) classified positions of Overdose Prevention Project Coordinator, Grade 519N, in the Div. of Fire and Emergency Services, effective upon passage of Council. [Div. of Human Resources, George]

Attachments: Bluesheet Memo 25-0045
From to 25-0045
HR Fiscal Impact- 25-0045
ORD 0371-25 create overdose prevention project coordinator 4899-9182-520
O-032-2025

i **0372-25** A Resolution authorizing the Div. of Police to purchase transport harnesses from Safe Restraints Inc., a sole source provider, and authorizing the Mayor, on behalf of the Urban County Government, to execute any necessary Agreement with Safe Restraints Inc., related to the procurement at a cost not to exceed $43,527.24. [Div. of Police, Weathers]

Attachments: Cover Memo - Safe Restraints Inc. - Transport Harness.pdf
Quote - Safe Restraints Inc (The Wrap).pdf
SOLE SOURCE CERTIFICATION - Safe Restraints Inc..pdf
372-25 safe restraints 4896-3633-1319 v.1.docx
R-189-2025

j **0373-25** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute and submit the 2025 Consolidated Plan/Grant Application to the United States Dept. of

Housing and Urban Development (HUD), to provide any additional information requested in connection with this Grant Application, and to accept the Grant if the application is approved, which Grant funds for the FY 2026 Community Development Block Grant (CDBG) Program ($2,320,758.00), HOME Program ($1,206,372.03), and Emergency Solutions Grant (ESG) Program ($205,743.00), the acceptance of which obligates the Urban County Government to the expenditure of $361,000.00 from various funding sources as a local match; and authorizing the Mayor to execute Agreements for the approved plan; and authorizing the Mayor to transfer unencumbered funds within the Grant Budget. [Div. of Grants and Special Programs, Reynolds]

Attachments:
25 - Blue Sheet Memo Con Plan
FY 2026 Budget Amendment - Con Plan
FY 2026 Budget Amendment - Con Plan
Recommended Projects for FY25 Con Plan
TextFile15-Apr-2025-10-00-34
RESO 0373-25- 2025 Consolidated Plan 4920-3217-3882 v.1.docx
R-190-2025
Contract #126-2025
Contract #126-2025

k **0378-25** A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute Agreements and related order forms with Granicus, LLC, for Legislative Management Software and other related subscriptions, for the Office of the Council Clerk, at a cost estimated not to exceed $110,531.31 in FY2026, with annual increases estimated not to exceed 10%, subject to sufficient funds being appropriated in future fiscal years. [Council Clerk's Office, Allan]

Attachments:
Bluesheet Memo Granicus 2025
Granicus 2025 sole source
KY_Lexington-Fayette Urban County KY_Q-428110_2025MAR28
KY_Lexington-Fayette Urban County KY_Q-428127_2025APR3
KY_Lexington-Fayette Urban County KY_Q-428452_2025MAR28
RESO 0378-25 Granicus (MSC) 4900-7108-9721 v.1.docx
R-191-2025
Contract #124-2025 -
Contract #124-2025
Contract # 124-2025

l **0379-25** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute the Professional Services

Agreement (awarded pursuant to RFP No. 3-2025) with TSW, Inc. for Access and Sport Court redevelopment schematic design and cost estimates at Castlewood Park, at a cost not to exceed $36,900. [Div. of Parks and Recreation, Conrad]

Attachments:
RFP#3-2025 Castlewood Park Vehicular and Pedestrian Access & Sport Cou
Purchase of Service Agreement - Castlewood ADA Parking and Sport Court F
Exhibit A Castlewood Park ADA Access and Sport Court Renovation Design F
Exhibit B Consultant Proposal TSW
RESO 0379-25 Sport Court Agreement Castlewood Park 4928-7201-5415 v.1
R-182-2025
Contract #116-2025

Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0397-25

File ID:	0397-25	**Type:**	Summary	**Status:**	Approved
Version:	1	**Contract #:**		**In Control:**	Urban County Council
				File Created:	04/17/2025
File Name:	Table of Motions: Council Work Session, April 15, 2025			**Final Action:**	04/22/2025
Title:	Table of Motions: Council Work Session, April 15, 2025				
Notes:					
Sponsors:				**Enactment Date:**	
Attachments:	TOM 041525			**Enactment Number:**	
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History of Legislative File

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1	Urban County Council Work Session	04/22/2025	Approved				Pass

Text of Legislative File 0397-25

Title

Table of Motions: Council Work Session, April 15, 2025

URBAN COUNTY COUNCIL
WORK SESSION
TABLE OF MOTIONS
April 15, 2025

Mayor Gorton called the meeting to order at 3:31 p.m. Council Members Wu, Brown, Ellinger II, Morton, Lynch, LeGris, Curtis, Sheehan, Gray, Hale, Beasley, Baxter, Sevigny, Reynolds, and Boone were present.

I. Public Comment – Issues on Agenda

II. Requested Rezonings/Docket Approval

Motion by Ellinger II to approve the April 17, 2025, Council Meeting Docket, as amended. Seconded by Curtis. Motion passed without dissent.

Motion by Lynch to place on the docket for the April 17, 2025 Council Meeting a resolution authorizing the Mayor to execute an agreement with Lexington Freedom Train with LexArts Inc. as Fiscal Agent to fund a public art project, with funds from the Percent for Art Fund, through the Public Art Commission's Collaborative Grant Program, in an amount not to exceed $245,000.00. Seconded by Hale. Motion passed without dissent.

Motion by Boone to place on the docket for the April 17, 2025 Council Meeting, under Ordinances, First Reading, an Ordinance changing the zone from an Interchange Service Business (B-5P) zone to a Light Industrial (I-1) zone, for 0.99 net (1.31 gross) acres for property located at 125 Canebrake Drive without a public hearing. Seconded by Baxter. Motion passed without dissent.

III. Approval of Summary

Motion by Wu to approve the March 18, 2025, Work Session Summary. Seconded by Reynolds. Motion passed without dissent.

IV. Budget Amendments

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

V. Budget Adjustments – For Information Only

VI. New Business

Motion by Sevigny to approve New Business, as amended. Seconded by Gray. Motion passed without dissent.

Motion by Baxter to amend Item p under New Business relating to Change Order #2 to the agreement with Champlin/ Haupt Architects Inc, d/b/a EOP Architects, to reflect an increase in the total contract amount by the sum of $42,000 from $951,750 to $993,750. Seconded by Sheehan. Motion passed without dissent.

VII. Communications from the Mayor- Appointments

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

VIII. Communications from the Mayor- Donations

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

IX. Communications from the Mayor- Procurements

Motion by Sevigny to approve Communications from the Mayor – Procurements. Seconded by Gray. Motion passed without dissent.

X. Continuing Business/Presentations

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

Council Member Reynolds provided a summary of the February 25, 2025, Social Services and Public Safety Committee.

Motion by Reynolds to approve an ordinance amending chapter 12 of the Lexington-Fayette Urban County Government Code of Ordinances, pertaining to section 12-2 (c) related to graffiti as a public nuisance, and section 12-5 related to penalties, as presented at the February 25, 2025 Social Services and Public Safety Committee Meeting, as amended. Seconded by Morton. Motion passed without dissent.

Motion by Gray to table approving an ordinance amending Chapter 12, section 12-2 (c) related to graffiti as a public nuisance, until October 2025. Seconded by Sheehan. Motion withdrawn. Second withdrawn.

Motion by Gray to postpone approving an ordinance amending Chapter 12, section 12-2 (c) related to graffiti as a public nuisance, until the October 14, 2025 Work Session. Seconded by Sheehan. Motion passed without dissent.

Motion by Reynolds to approve an ordinance creating section 12-55 of the Code of Ordinances related to the Landlord-Tenant Act to prohibit landlord retaliation for tenant complaints to a governmental agency, as presented at the February 25, 2025 Social Services and Public Safety Committee Meeting. Seconded by Wu. Motion passed without dissent.

XI. Council Reports

LeGris, EQPW Chair, placed in the Environmental Quality and Public Works Committee, updates on HB443, as related to environmental quality and public works.

XII. Public Comment – Issues Not on Agenda

XIII. Adjournment

Motion by Sevigny to adjourn at 4:30 p.m. Seconded by Gray. Motion passed without dissent.

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0398-25

File ID:	0398-25	**Type:**	Summary	**Status:**	Received and Filed
Version:	1	**Contract #:**		**In Control:**	Urban County Council
				File Created:	04/17/2025
File Name:	Summary: Environmental Quality and Public Works Committee, March 11, 2025			**Final Action:**	04/22/2025
Title:	Summary: Environmental Quality and Public Works Committee, March 11, 2025				
Notes:					
Sponsors:				**Enactment Date:**	
Attachments:	eqpw_summary_2025-03-11			**Enactment Number:**	
Deed #:				**Hearing Date:**	
Drafter:				**Effective Date:**	

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1	Urban County Council Work Session	04/22/2025	Received and Filed				

Text of Legislative File 0398-25

Title

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

Environmental Quality & Public Works (EQPW) Committee

March 11, 2025

Summary and Motions

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

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

I. APPROVAL OF FEBRUARY 11, 2025 COMMITTEE SUMMARY

Motion by Sevigny to approve the February 11, 2025 Environmental Quality & Public Works Committee Summary. Seconded by Beasley. Motion passed without dissent.

II. STATUS UPDATE: ENERGY INITIATIVES [LeGris/Bush]

James Bush, Energy Initiatives Section Manager, provided an outline and reviewed the utility expenses for FY24 and the prior-year comparison for FY21- FY24. In 2025, water increased by 19%, gas increased by 7%, and electricity is TBD. He reviewed FY25 solar projects and said the cost savings estimate is just under $8000 for the first year. An RFP for the Police East Sector is anticipated for FY25. There is a potential cost share with Parks for the Tates Creek Ballroom, and we are working to pursue federal rebates for LFUCG solar projects. Police West Sector Training Center, located on Old Frankfort Pike, is a 2024 project with a year 1 cost savings of $4,547. This facility used 71% solar energy, reducing purchased electricity by 30%.

Bush reviewed the EIF balance (as of 2/24/25): The general fund was fully expended at the FY24 close; balances include allocation plus earmarks for solar projects. There will be minor allocation requests in the mayor's Proposed Budget for FY26 in anticipation of a federal grant (EECBG). Other funding requests have been paused and will proceed on a project basis from year to year. Moving forward, there will be a continued emphasis on solar photovoltaic (PV) and coordinating with new and re-roofing projects. The Senior Therapeutic Center will be the first building to include PV in construction. High-performance buildings require a policy/directive.

Speaking about solar installation at the Senior Therapeutic Center, Bush confirmed the life of solar is about 20 years. When asked if there have been repairs or replacements due to storms, Bush said there have been minor repairs but no replacements. Speaking about the funding source and if the 19% increase to water includes hydrants, Bush confirmed this does include hydrants and comes out of the General Fund budget. When asked if public sectors can get federal rebates, Bush said this was a change in the Inflation Reduction Act (IRA), so nonprofits and public entities can now apply. When asked if we are exploring transparent panels, Bush said these are primarily used for growing crops in the research realm instead of the roof installations we do for energy savings. **No action was taken on this item.**

III. PAVEMENT MANAGEMENT PLAN [LeGris/Albright]

Nancy Albright, Commissioner of Environmental Quality & Public Works (EQPW), presented a review of the Pavement Management Plan. The Paving Subcommittee reconvened in 2022 to update the Pavement Management Plan, and in 2023, recommended updates were approved for FY24. She reviewed the adopted budget versus expenditures and said the fluctuation between the two is attributed to contractors and scheduled projects. One of the changes with the 2022 revision is creating a service/industrial roads category with funding flexibility in the budget for arterials. She reviewed project prioritization and explained the budget allocation by road class. Since the FY26 budget figures are unavailable, she utilized the FY25 budget to explain how funds are allocated.

She reviewed the local road lane miles by council district with an Overall Condition Index (OCI) of less than 60. She reviewed the paving calendar and said the paving season begins in April and runs through December. The Paving Sharing Program seeks to coordinate LFUCG paving priorities and combine efforts to provide the highest quality finished paving surface at the lowest cost. Paving priorities must align with utility construction projects and timelines, and utilities must request to participate in paving sharing. Moving forward, staff will streamline and find efficiencies through coordination with utilities, update paving scores with new field survey data, and pursue software integration designed for GIS mapping.

There was some discussion about paving sharing with utilities. Albright said they try to plan around other projects (road work and utilities). When asked how Traffic Calming would be done in areas where other stormwater projects are being done with utilities, Albright said this would be a special case because other divisions are involved. **No action was taken on this item.**

IV. HALEY PIKE LANDFILL SOLAR FEASIBILITY STUDY [LeGris/Dugas]

Richard Dugas, Administrative Officer in the EQPW Commissioner's Office, began with a history of the feasibility study. Currently, there are two active operations: Creech Inc. and Red River Ranch. With Old Frankfort Pike and Haley Pike landfills identified on the re-powering America Website, LFUCG received inquiries about solar development at these locations. As a result of these inquiries, an internal study was completed, subsequently named the Phase 0 study. External subject matter experts were utilized for site evaluation, regulatory analysis, financial viability, and estimate cost for future phases. Phase 2A includes an industrial-grade audit (surveying, settlement testing, RFP document preparation). Phase 2B would consist of a legal review, RFP, and lease preparation.

When asked if we have more allowance with a government project on government land rather than a private project on government land, Dugas said we still own the land, so we are involved in the planning review process. When asked if this would be an RFP process, Dugas said it would fall under the RFP requirements for what we want to see out of this and would set parameters. When asked what process was used to do this since the decision was made not to finance or bond this, Dugas said this came from the administration. Clarifying the 312/687 acres identified, Dugas explained that 687 is complete acreage, and 312 was identified as best used for solar. **No action was taken on this item.**

I. ANNUAL REVIEW OF COMMITTEE ITEMS

No Action was taken on this item.

The meeting adjourned at 2:13 p.m.

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0399-25

File ID:	0399-25	**Type:**	Presentation	**Status:**	Agenda Ready
Version:	1	**Contract #:**		**In Control:**	Urban County Council
				File Created:	04/17/2025
File Name:	Presentation: Downtown Lexington Management District Recertification Process			**Final Action:**	04/22/2025
Title:	Presentation: Downtown Lexington Management District Recertification Process				
Notes:					
Sponsors:				**Enactment Date:**	
Attachments:	DLMD Renewal Presentation, DLMD Info Sheet			**Enactment Number:**	
Deed #:				**Hearing Date:**	
Drafter:				**Effective Date:**	

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Text of Legislative File 0399-25

Title

Presentation: Downtown Lexington Management District Recertification Process

DOWNTOWN LEXINGTON MANAGEMENT DISTRICT

The Downtown Lexington Management District ("the District") is Lexington's first property tax business improvement district, comprising downtown businesses and stakeholders.

Our organization is patterned on well-established districts in cities from New York to Louisville.

Vibrant downtowns are crucial for economic growth, community identity, and cultural vibrancy, acting as hubs for commerce, social interaction, and cultural events, ultimately boosting local economies and fostering a sense of place.





THE IMPACT OF DOWNTOWN DISTRICTS

2%

Land Area

Downtowns typically occupy just over 2% of a city's total land area

35%

Hotel Rooms

Downtown districts host over a third of a city's hotel accommodations

9%

Retail Sales

Percentage of citywide retail and food & beverage sales

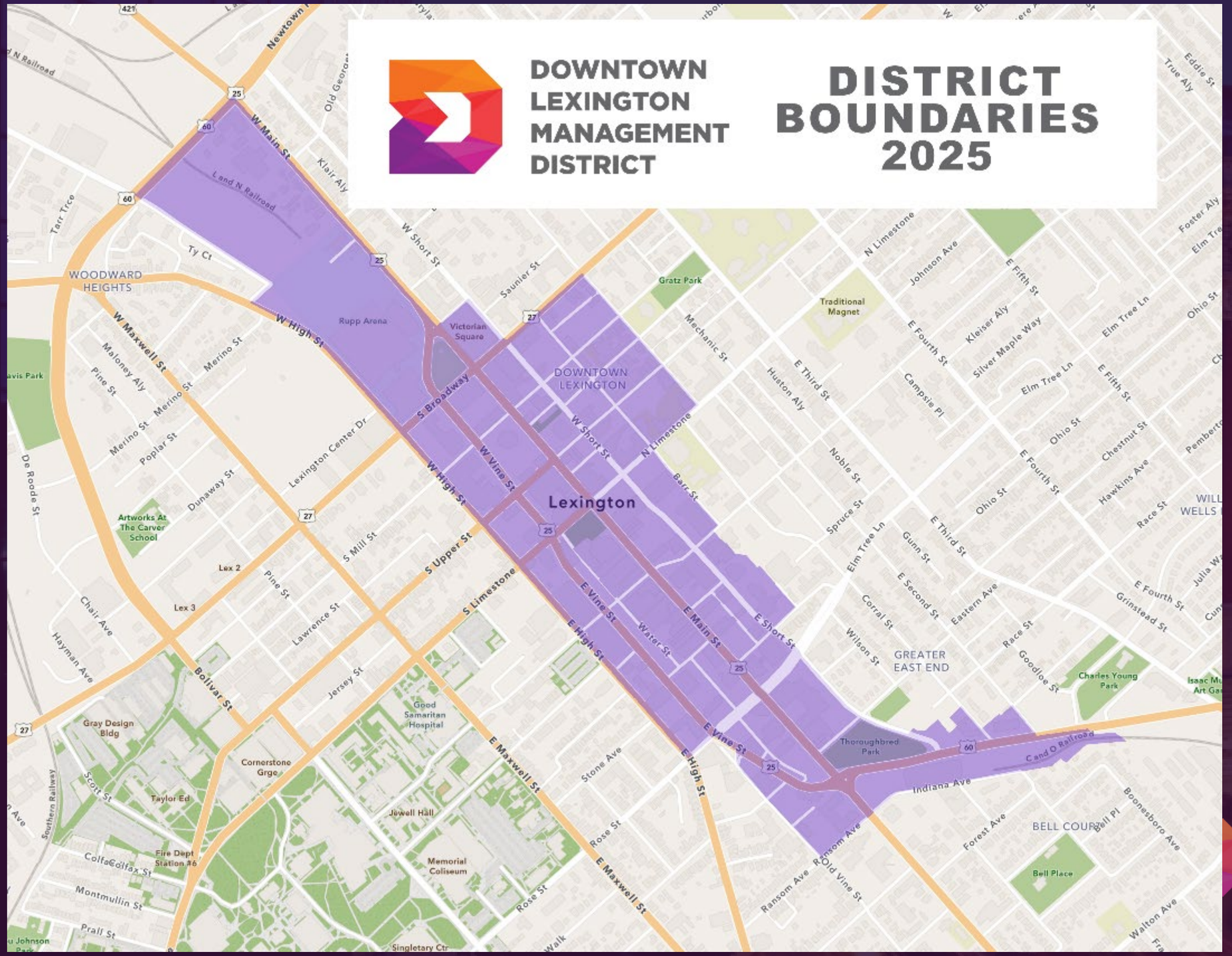
24%

Employment

Nearly a quarter of citywide jobs are in downtown areas

Data from 2024 demonstrates that while downtowns occupy a small percentage of a city's physical footprint, their economic and cultural impact is exponentially greater. These vibrant urban cores deliver significant value through concentrated economic activity in walkable, dense environments.

DOWNTOWN LEXINGTON MANAGEMENT DISTRICT



DOWNTOWN
LEXINGTON
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DISTRICT



DOWNTOWN
LEXINGTON
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DISTRICT

DISTRICT ESTABLISHMENT & GOVERNANCE

Ordinance Passage

Ordinance No. 52-2015 was passed in May 2015, officially creating the Downtown Lexington Management District

Board Formation

The Downtown Lexington Management District Board formed with an initial **term of five years**

Volunteer Leadership

Fifteen dedicated volunteers were appointed to serve on the Board, representing various stakeholder groups

Ongoing Operations

The Board continues to implement improvements that benefit all property owners within the District



DLMD BOARD

James H. Frazier III, Chair

Office Representative
McBrayer, PLLC

Dougie Allen, Vice Chair

Hospitality/Entertainment Representative
Creaux

Juan Castro, Treasurer

Member At Large
The JCC Group

Kevin Atkins

Mayor Designee
City of Lexington

Clay Angelucci

Office Representative
Block+Lot

Dennis Anderson

Office Representative
Anderson Communities

Ron Tritschler

Hospitality and Entertainment Representative
The Webb Companies

Bryanna Carroll

Parking Facility Representative
Kentucky League of Cities

Mary Quinn Ramer

Tenant Representing Owners
VisitLEX

Rachel Savané

Retail Business Representative
Savané Silver

Lawrence W. Wetherby, III

Tenant Representative
Republic Bank

James Brown

Council Member At-Large
City of Lexington

Hannah LeGris

Council Member Third District
City of Lexington

Thomas Pettit

Residential Property Representative

Beverly Fortune

Member at Large

DOWNTOWN LEXINGTON MANAGEMENT DISTRICT

STAKEHOLDER REPRESENTATION

The District's Board includes representatives from all major downtown stakeholder groups, ensuring balanced decision-making. This approach allows **for balanced decision-making that considers the needs of all district constituents.**

OFFICE & PROPERTY OWNERS

Dennis Anderson

Office Representative
Anderson Communities

Clay Angelucci

Office Representative
Block+Lot

Thomas Pettit

Residential Property Representative

HOSPITALITY & ENTERTAINMENT

Dougie Allen, Vice Chair

Hospitality/Entertainment Representative
Creaux

Ron Tritschler

Hospitality and Entertainment Representative
The Webb Companies

PARKING & TOURISM

Bryanna Carroll

Parking Facility Representative
Kentucky League of Cities

Mary Quinn Ramer

Tenant Representing Owners
VisitLEX

RETAIL, FINANCIAL, & PROFESSIONAL

James H. Frazier III, Chair

Office Representative
McBrayer, PLLC

Juan Castro, Treasurer

Member At Large
The JCC Group

Rachel Savané

Retail Business Representative
Savané Silver

Lawrence W. Wetherby, III

Tenant Representative
Republic Bank

LFUCG & COMMUNITY

James Brown

Council Member At-Large
City of Lexington

Hannah LeGris

Council Member Third District
City of Lexington

Kevin Atkins

Mayor Designee
City of Lexington

Beverly Fortune

Member at Large

DOWNTOWN LEXINGTON MANAGEMENT DISTRICT

DLMD MANDATE

DOWNTOWN BEAUTIFICATION

Enhanced landscaping, seasonal decorations, and maintenance of public spaces to create an inviting atmosphere for residents and visitors.

FUNDING IMPROVEMENTS

Financial support for art, beautification, and security improvement projects within the District that enhance the overall downtown experience, support local businesses, and reinforce safety of the downtown corridor.

MARKETING AND PROMOTION

Strategic initiatives to highlight downtown businesses, events, and attractions, driving foot traffic and economic activity throughout the district.













DOWNTOWN LEXINGTON MANAGEMENT DISTRICT

DOWNTOWN AMBASSADORS PROGRAM



Our Downtown Ambassadors serve as friendly faces throughout the district, providing essential services that **enhance the downtown experience**.

These dedicated individuals work daily to ensure that Lexington's downtown remains **clean, enhancing safety of other organizations, and welcoming for everyone.**

Our people are truly ambassadors of the community.







Maintenance

Ensuring public areas remain clean and well-maintained throughout the district by picking up garbage, pressure washing, removing graffiti and more

Safety Partner

Improving security and creating a welcoming environment through discouraging panhandling, reporting issues, maintaining a visible presence in all areas of downtown

Visitor Assistance

Providing directions and recommendations to shoppers and tourists, as well as providing a consistent and reassuring presence in public spaces downtown

DOWNTOWN LEXINGTON MANAGEMENT DISTRICT

RETURN ON THE DLMD INVESTMENT

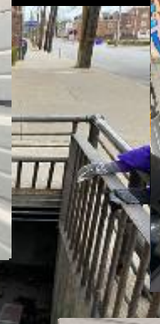
From 2016-2024:

- Over 800 bags of leaves collected
- Nearly 12,000 instances of graffiti/sticker removal
- Over 14,000 instances of hospitality assistance
- Over 800 encounters with aggressive panhandlers, and over 800 encounters with passive pandhandlers
- Over 700 hours of power washing
- Over 9000 block faces cleared of weeds
- Over 130,000 lbs. Of trash collected – more than 65 tons





DOWNTOWN LEXINGTON MANAGEMENT DISTRICT





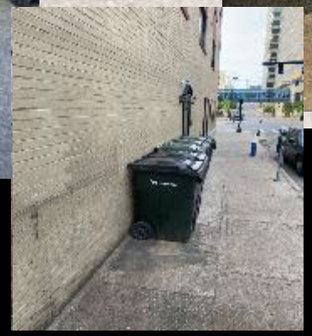










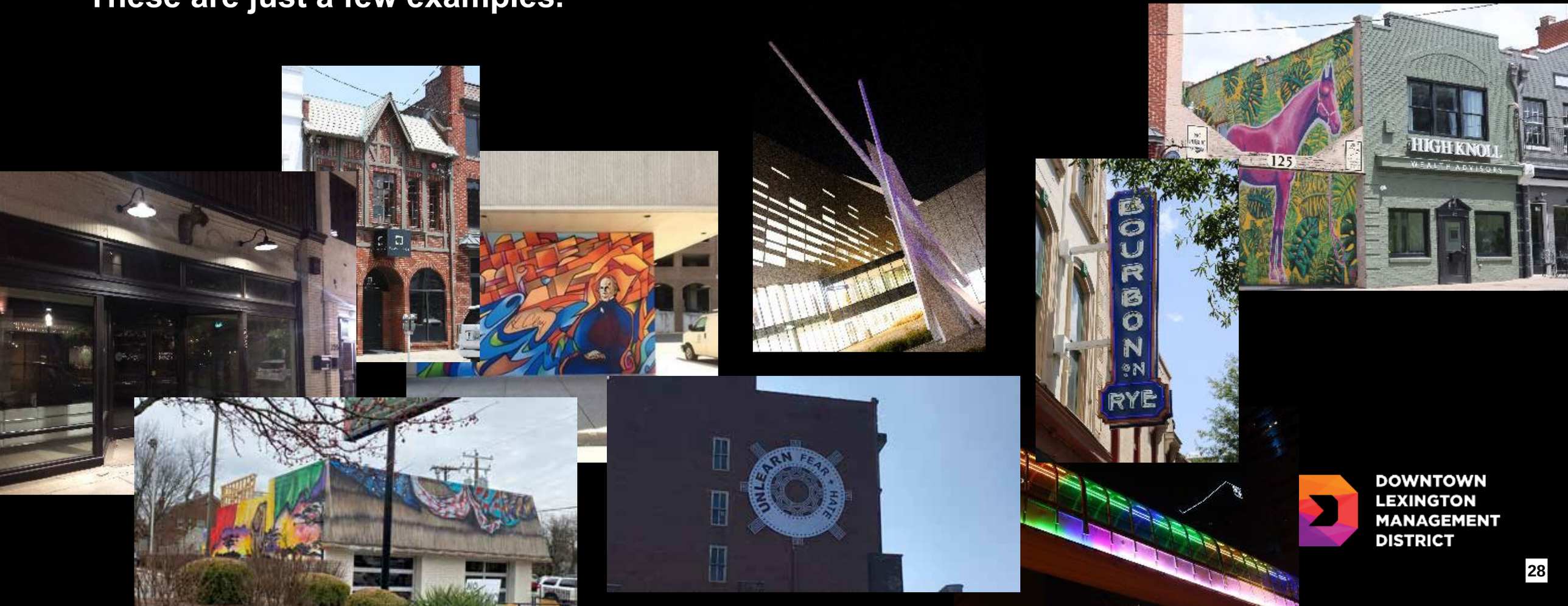






DOWNTOWN
LEXINGTON
MANAGEMENT
DISTRICT

RETURN ON THE DLMD INVESTMENT

Numerous grants totaling several hundred thousand dollars have been for security, façade, and lighting enhancements as well as art projects – a core mission of the DLMD. These are just a few examples.



DOWNTOWN LEXINGTON MANAGEMENT DISTRICT

RETURN ON THE DLMD INVESTMENT



Additionally, in 2024, the DLMD partnered with the Lexington Police Department on the new **Fusus system**, providing grants to property owners to integrate their security systems with Fusus to improve downtown security.

DOWNTOWN LEXINGTON MANAGEMENT DISTRICT

RETURN ON THE DLMD INVESTMENT

- Property values in the district grew by $162 million between 2015 and 2024, from $406,522,100 to $568,427,900, a **40% increase.**
  - Just over 51% of properties, or 273, are commercial real estate.
    - Commercial real estate saw a more modest property value increase of 10% in the same period nationally.



DOWNTOWN LEXINGTON MANAGEMENT DISTRICT

BUY-IN OF OWNERS

- To establish or re-authorize a management district, KRS 91.754 requires the signatures of:
  - at least thirty-three percent (33%) of the owners of real property within the proposed management district
  - a number of real property owners, who together are the owners of real property equal to at least fifty-one percent (51%) of the assessed value of property within the proposed management district;

DOWNTOWN LEXINGTON MANAGEMENT DISTRICT

BUY-IN OF OWNERS

- For reauthorization in 2025, DLMD obtained the signatures of:
  - **64%** of property owners by value
  - **51%** of the total number of property owners

DOWNTOWN LEXINGTON MANAGEMENT DISTRICT

THE BOTTOM LINE

The District provides services that complement city efforts, focusing on creating a clean, safe, and vibrant downtown environment.

Our initiatives are designed to benefit all property owners, businesses, and visitors within the designated area.

Without this initiative, our downtown corridor would not differentiate against other communities; we make a significant difference to the economics and impressions of our downtown to all visitors.

DOWNTOWN LEXINGTON MANAGEMENT DISTRICT

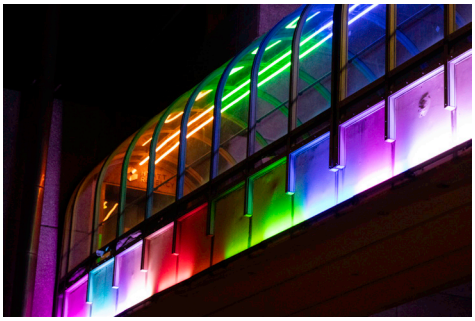
DOWNTOWN LEXINGTON MANAGEMENT DISTRICT

MORE THAN PURPLE SHIRTS



GIVING BY DESIGN

Between FY 2017 and FY 2023, the DLMD paid out over $294,000 for downtown improvement grants and art grants. In 2021 alone, the DLMD gave $50,932 in grants to help downtown businesses recover from the effects of pandemic closures.



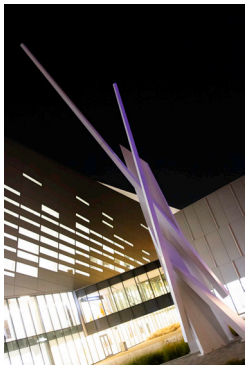


BENEFITING BUSINESS

Downtown businesses and organizations that have received grants from the DLMD through the years include Main Street Deli, Gus's World Famous Chicken, Centro, Cycle You, Corto Lima, Oscar Diggs, Crossings, Dudley's, Jimmy Johns, Savané Silver, VisitLex, School Sushi, Harvey's, Parkboy Properties, Creaux, Alfalfa, Langley Properties, Cheapside Pub, LexArts, Blue Grass Community Foundation, 300 West Vine, Milward Funeral Directors, Esplanade LLC, Bourbon on Rye, The Empyrean LLC, Arts Connect, AJP Properties, Glascork LLC, MWM Holdings, and more.



BEAUTIFYING DOWNTOWN



Public art or beautification projects funded in whole or in part by DLMD include the pedway lighting project, the "I was here" downtown art exhibition by Marjorie Guyon, Book Benches throughout downtown, HorseMania, and the relocation of the John Henry sculpture "Publisher" to Rupp Arena.

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0400-25

File ID:	0400-25	**Type:**	Resolution	**Status:**	Approved
Version:	1	**Contract #:**		**In Control:**	Urban County Council
				File Created:	04/17/2025
File Name:	Presentation: Lexington & Fayette County Parking Authority FY26 Proposed Budget			**Final Action:**	05/08/2025

Title: A Resolution approving the FY 2026 Budget of the Lexington and Fayette County Parking Authority (LexPark), as well as proposed fee or rate increases (effective September 1, 2025), pursuant to KRS 67A.921. [Council Office, Hall]

Notes:

Sponsors:		**Enactment Date:**	05/08/2025
Attachments:	LPA FY26 Proposed Budget for Council Approval, 400-25 Resolution LexPark Budget FY26 4920-1200-1849 v.2.doc, Exhibits(Lexpark).pdf, R-192-2025	**Enactment Number:**	R-192-2025
Deed #:		**Hearing Date:**	
Drafter:		**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	04/22/2025	Approved and Referred to Docket	Urban County Council	04/24/2025		Pass
1	Urban County Council	04/24/2025	Received First Reading	Urban County Council	05/08/2025		
1	Urban County Council	05/08/2025	Approved				Pass

Text of Legislative File 0400-25

Title

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Lexington & Fayette County Parking Authority

Annual Budget Presentation and Approval

Presented to Lexington and Fayette County City Council

22 April 2025

James H. Frazier III, Chair

Laura Boison, Executive Director





LEX**PARK** History and Financial Investments

2009

LEXPARK established - on street meter role only – *"DOWNTOWN MERCHANTS SAY ENFORCEMENT IS LAX…CITY IS OWED NEARLY ONE MILLION IN TAXES… DOWNTOWN BUSINESS OWNERS DO NOT THINK SYSTEM HAS ANY TEETH"* Herald Leader July 15, 2007

2012

Acquired 3 garages from LFUCG and began Courthouse Garage management

$8M invested in structures and technology

2025 and Forward

$14M necessary financial investment over next 7 years for garage stabilization in addition to up to $1M per year improvements and repairs

$2M for technology upgrades



Our Responsibilities

On-Street Management

Non - moving violations, safety enforcement

Meter maintenance

Parking Enforcement officers M - F 9am – 7pm;

Residential Parking

Managing 51 permit areas; two additional under study; Seeking support to modernization of program written in 1990

Garage Management

Responsible for ownership of 3 garages and management of 4th providing superior value for community

Community Partnership

Free LFUCG holiday parking at all garages and on street, annual public arts contribution, affordable weekend rates as low as $3 per full night, Nationally recognized Food for Fines, known now in 10th year as CONNECT FOR COMMUNITY program



Community Contributions

Connect to Community

10 years of this program - formerly known as Food for Fines - contributions to choice of five charities to pay citation. Program has touched approximately $65,000 in citation value.

FUSUS Support

$650,000 camera system enhancing public safety.

Only provider in downtown area to have full connection to Police Department of cameras from three garages.

Free Holiday Parking

Free LFUCG Holiday Parking at all garages and on street meters to support the viability of downtown and our businesses.

Garbage Corral

Downtown trash management solution - provided 8 highly valued metered spots for garage corral; provide space at Victoria Square for trash bins and grease collection all without charge.

Public Art Support

Provide funding annually for downtown public art projects. 2024 funded the renovation of Sound Scapes for the 250 Celebration of Lexington

Staff CPR Training

All staff are annually trained in CPR in recognition of being a public community member.



Garage Age and Maintenance Realities

40 yrs

Average Age

Facilities exceed industry standard life

30 yrs

Standard Life

Expected useful life for structures

6 yrs

Tech Lifespan

Average life of parking systems

$1M

Annual Maintenance

Yearly investment required

On-Street Parking Challenges

Limited Space

1,210 metered spots mostly downtown corridor

Increasing levels of safety concerns: issues with ADA access, commercial loading areas, fire hydrants, blocking flow of traffic, overall public safety concerns.

High Demand

Commercial loading areas congested

No additional ability to add linear curbs for added parking, parklets or loading areas

Two new residential areas requesting permits; finite amount of curb space and increasing residential density

Rising Costs

Technology costs increasing

Efficiency limitations from state statutes



Current Challenges

Inflation Impact and Rising Demand of Maintenance

25.93% inflation since 2019

Rising costs with suppressed pricing; no ARPA funds thus loss of financial momentum

Accelerating cost to maintain properties and address age of structures; spend in maintenance up to $1,000,000 per year

Revenue Loss

$350,000 reduction from land swap; loss of key on street for Garbage Corral on Market Street

Full replacement of lost revenue, including citation value, not in place

Static Pricing

Victoria Square Garage rates not increased since February 2018

Safety violation citation rates on street not modernized since pre - 2016

Resource Limitations

Technology costs rapidly increasing

Limited space for expansion - curb space is finite; no added garages

Aging infrastructure requiring more expensive and frequent maintenance - membranes, air handlers, sprinkler systems, faulty facility construction





NATIONAL TREND – Rising Traffic Violations: City Streets at Risk

Traffic violations are increasing across our cities. Both moving and **non-moving infractions** have risen sharply since 2019.

Driver impatience, entitlement, smartphone distractions, and reduced enforcement are key contributing factors.

LEX**PARK** met with industry consultants – majority of cohort cities are moving to $50 minimum for any safety violation; trend is across nation. Cost of citation must be at level to encourage correct behavior.



The Deadly Consequences of Lax Enforcement

60%

Enforcement Decline

Officers less likely to stop traffic violations compared to 2019

7,522

Pedestrian Deaths

Fatalities from traffic incidents in 2022 alone

1/70min

Death Frequency

Rate of pedestrian traffic fatalities nationwide

Reduced enforcement creates a cycle of worsening behavior. Drivers feel entitled to break rules when they see no consequences. National Highway and Traffic Safety Administration - NHTSA supports increased enforcement to protect pedestrians and restore order to our streets.



On-Street Safety Citation Rates Request–

Your support is needed to help drive safer behaviors

Safety Violations Citation Rate Increase

Minimum $50 for all safety violations

Severe Violations

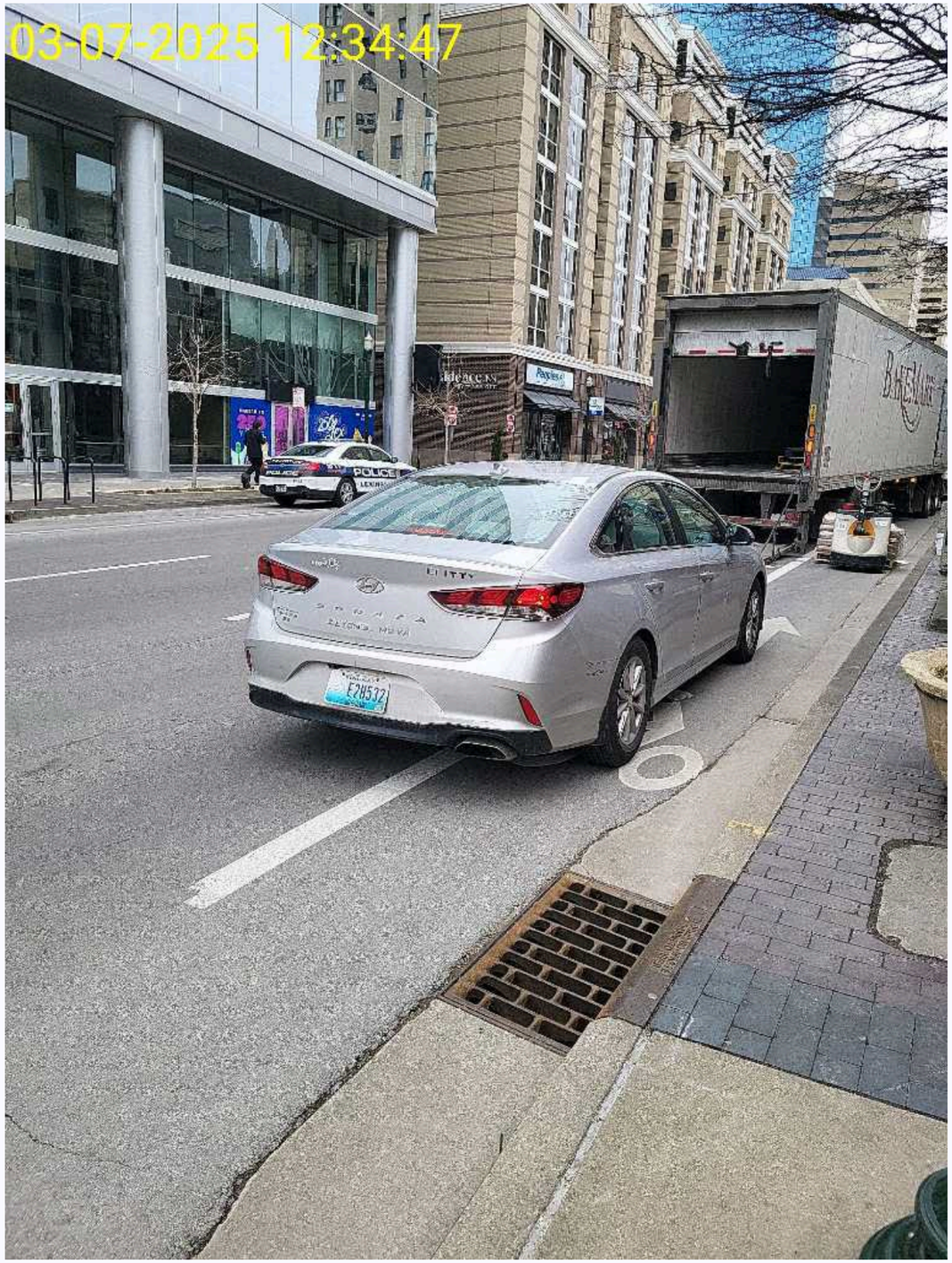
$100 for most egregious safety issues

Implementation Date

July 1, 2025

No Changes Since 2016

First increase in over 9 years



Proposed Citation Changes – Full Schedule Attached

Violation Type	Current	Proposed
Parking in fire lane	$50	$100
Parking in intersection	$50	$100
Obstructing traffic	$50	$100
Within 20ft of fire station	$100	$100
Within 15ft of hydrant	$100	$100

Violation	Regular Fine	Fine After 10 Days	Proposed Regular Fine	Proposed Fine after 10 days
Loading Zone	$30	$45	$50.00	$65.00
Double Parking	$35	$50	$50.00	$65.00
Not Parallel to Curb	$35	$50	$50.00	$65.00
In Bus Zone or Taxi Cab Stand	$30	$45	$50.00	$65.00
Headed in the Wrong Direction	$20	$35	$50.00	$65.00
Within 20' of Crosswalk	$35	$50	$50.00	$65.00
In Fire Lane	$50	$65	$100.00	$115.00
Parking on Sidewalk or Curb	$35	$50	$50.00	$65.00
Truck in Residential Area (2hr. limit)	$20	$35	$50.00	$65.00
Parking Prohibited by Signs	$35	$50	$50.00	$65.00
Parked Within Intersection	$35	$50	$100.00	$115.00
Within 15' of Fire Hydrant	$100	$115	$100.00	$125.00
Blocking Drive-Way	$35	$50	$50.00	$65.00
In Crosswalk	$35	$50	$50.00	$65.00
Blocking Alley	$35	$50	$50.00	$65.00
Yellow Curb	$35	$50	$50.00	$65.00
In Space Designated for Goverment	$35	$50	$50.00	$65.00
Other	$35	$50	$50.00	$65.00
Not Parked within Marked Space	$25	$40	$50.00	$65.00
On the Planting Strip/Median	$30	$45	$50.00	$65.00
Within 20' of Fire Station	$100	$115	$100.00	$125.00
Within 30' of STOP Sign	$35	$50	$50.00	$65.00
Street Sweeping	$25	$40	$50.00	$65.00
Over 12" from Curb	$35	$50	$50.00	$65.00
Parking Obstructing Traffic	$35	$50	$100.00	$115.00
RPP Violation	$30	$45	$50.00	$65.00
Accessible Parking Violation	$250	$265	$250.00	$265.00

Victorian Square Garage Monthly Parking Rate Increase Proposal

Effective July 01, 2025

First increase since February 2018 (7 years)

Current vs. Proposed Rates

General: $90 → $105

Reserve Restricted Area: $110 → $130

Hospitality: $20 → $25

Market Realities

80+ person waiting list for monthly parking

Local comparables:

- Truist Garage: Up to $120
- City Center: Up to $130
- Surface lots: Up to $100



VICTORIAN SQUARE REQUEST

Comparable City Pricing (Monthly Rates)













City	General	Reserved
Louisville	$115	$145
Cincinnati	$125	$155
Nashville	$140	$175
Indianapolis	$110	$135
Columbus	$120	$150



FY 2026 Proposed Budget

	Revenue	FY25 Year-End Projection	Proposed FY2026 Budget
	Revenue OnStreet		
1	Parking - Monthly Rental	127,285	130,779
2	Parking - Meter Collections	1,200,006	1,251,729
3	Parking - Fines Violations and Booting	961,960	943,406
4	Total Revenue OnStreet	**2,289,251**	**2,325,914**
	Revenue OffStreet		
5	Parking - Monthly Rental	1,760,038	1,926,287
6	Parking - Transient Rental	984,599	1,077,782
7	Parking - Event	336,305	376,054
8	Parking - Validations	70,526	74,948
9	Parking - Fines	180	16,630
10	Over/Short	-	-
11	Total Revenue OffStreet	**3,151,648**	**3,471,701**
12	Commerical Property Revenue Net	61,620	73,620
13	Total Commercial Property Revenue Net	61,620	73,620
14	Miscellaneous Income		-
15	**Total Revenue**	**5,502,519**	**5,871,235**
	Operating Expenses		
	OnStreet Operating Expenses		
16	PCI Operating Expenses	1,267,718	1,377,965
17	Property & Casualty Excess Insurance	2,600	3,500
18	Bank & Credit Card Fees	110,000	125,000
19	**Total OnStreet Operating Expenses**	**1,380,318**	**1,506,465**
	OffStreet Operating Expenses		
20	PCI Operating Expenses	1,381,135	1,555,368
21	Property & Casualty Excess Insurance	135,000	95,000
22	Bank & Credit Card Fees	55,000	60,000
23	ROU Lease Interest Expense	247,467	279,600
24	Repairs and Maintenance	1,500	1,500
25	Utilities	85,963	90,261
26	**Total OffStreet Operating Expenses**	**1,906,065**	**2,081,729**
27	Personnel Expenses	460,682	488,120
	Administrative Expenses		
28	Property & Casualty Excess Insurance	31,000	35,000
29	Bank & Credit Card Fees	2,850	4,000
30	Other Professional Services	212,915	210,000
31	Landline Phones	3,499	4,500
32	Business Travel & Training	9,000	9,000
33	Dues Subscriptions & Publications	3,000	3,000
34	Office Expense	12,000	13,200
35	Office Machines & Equipment	2,000	2,000
36	Office Repairs & Maintenance	3,000	3,000
37	ROU Lease Interest Expense	416	624
38	Operating Contingency	240,000	250,000
39	**Total Administrative Expenses**	**519,680**	**534,324**
40	**Total Operating Expenses**	**4,352,708**	**4,700,899**
41	Change in Net Position Before Depreciation	1,088,191	1,170,336
42	Depreciation & Amortization	850,000	850,000
43	ROU Lease Amortization	390,000	390,000
44	**Total Expenses For Capital Assets**	**1,240,000**	**1,240,000**
	Other Financing Sources		
45	Interest Income	225,000	175,000
46	Lease Interest Income	3,000	4,000
47	Unrealized Gain (Loss) Investments	-	-
48	**Total Other Financing Sources**	**228,000**	**179,000**
49	**Total Change Net Position Operating Budget**	**76,191**	**109,336**
50	CAMP Expenditures Estimate		1,800,000
51	Contribution to Reserves		-
52	Parking Repairs and Maintenance Regular Estimate		750,000
53	Total Use of Cash		2,550,000
54	Non-Cash Expenses		1,240,000
55	**Net Adjustment to Cash Position**		**(1,310,000)**

RESOLUTION NO. _____- 2025

A RESOLUTION APPROVING THE FY 2026 BUDGET OF THE LEXINGTON AND FAYETTE COUNTY PARKING AUTHORITY (LEXPARK), AS WELL AS PROPOSED FEE OR RATE INCREASES (EFFECTIVE SEPTEMBER 1, 2025), PURSUANT TO KRS 67A.921.

WHEREAS, KRS 67A.921 requires the Lexington and Fayette County Parking Authority (LexPark) to submit its budget to the Lexington-Fayette Urban County Government for review and approval, which may include any proposed fee or rate increase.

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

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PASSED URBAN COUNTY COUNCIL:

_____
MAYOR

ATTEST:

_____
CLERK OF URBAN COUNTY COUNCIL
400-25:EPT_4920-1200-1849, v. 2

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PASSED URBAN COUNTY COUNCIL: May 8, 2025

Linda Gorton
MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

400-25:EPT_4920-1200-1849, v. 2

57

Violation	Regular Fine	Fine After 10 Days	Proposed Regular Fine	Proposed Fine after 10 days
Loading Zone	$30	$45	$50.00	$65.00
Double Parking	$35	$50	$50.00	$65.00
Not Parallel to Curb	$35	$50	$50.00	$65.00
In Bus Zone or Taxi Cab Stand	$30	$45	$50.00	$65.00
Headed in the Wrong Direction	$20	$35	$50.00	$65.00
Within 20' of Crosswalk	$35	$50	$50.00	$65.00
In Fire Lane	$50	$65	$100.00	$115.00
Parking on Sidewalk or Curb	$35	$50	$50.00	$65.00
Truck in Residential Area (2hr. limit)	$20	$35	$50.00	$65.00
Parking Prohibited by Signs	$35	$50	$50.00	$65.00
Parked Within Intersection	$35	$50	$100.00	$115.00
Within 15' of Fire Hydrant	$100	$115	$100.00	$125.00
Blocking Drive-Way	$35	$50	$50.00	$65.00
In Crosswalk	$35	$50	$50.00	$65.00
Blocking Alley	$35	$50	$50.00	$65.00
Yellow Curb	$35	$50	$50.00	$65.00
In Space Designated for Goverment	$35	$50	$50.00	$65.00
Other	$35	$50	$50.00	$65.00
Not Parked within Marked Space	$25	$40	$50.00	$65.00
On the Planting Strip/Median	$30	$45	$50.00	$65.00
Within 20' of Fire Station	$100	$115	$100.00	$125.00
Within 30' of STOP Sign	$35	$50	$50.00	$65.00
Street Sweeping	$25	$40	$50.00	$65.00
Over 12" from Curb	$35	$50	$50.00	$65.00
Parking Obstructing Traffic	$35	$50	$100.00	$115.00
RPP Violation	$30	$45	$50.00	$65.00
Accessible Parking Violation	$250	$265	$250.00	$265.00

FY 2026 Proposed Budget

		FY25 Year-End Projection	Proposed FY2026 Budget
	Revenue		
	Revenue OnStreet		
1	Parking - Monthly Rental	127,285	130,779
2	Parking - Meter Collections	1,200,006	1,251,729
3	Parking - Fines Violations and Booting	961,960	943,406
4	Total Revenue OnStreet	**2,289,251**	**2,325,914**
	Revenue OffStreet		
5	Parking - Monthly Rental	1,760,038	1,926,287
6	Parking - Transient Rental	984,599	1,077,782
7	Parking - Event	336,305	376,054
8	Parking - Validations	70,526	74,948
9	Parking - Fines	180	16,630
10	Over/Short	-	-
11	Total Revenue OffStreet	**3,151,648**	**3,471,701**
12	Commerical Property Revenue Net	61,620	73,620
13	Total Commercial Property Revenue Net	61,620	73,620
14	Miscellaneous Income		-
15	**Total Revenue**	**5,502,519**	**5,871,235**
	Operating Expenses		
	OnStreet Operating Expenses		
16	PCI Operating Expenses	1,267,718	1,377,965
17	Property & Casualty Excess Insurance	2,600	3,500
18	Bank & Credit Card Fees	110,000	125,000
19	**Total OnStreet Operating Expenses**	**1,380,318**	**1,506,465**
	OffStreet Operating Expenses		
20	PCI Operating Expenses	1,381,135	1,555,368
21	Property & Casualty Excess Insurance	135,000	95,000
22	Bank & Credit Card Fees	55,000	60,000
23	ROU Lease Interest Expense	247,467	279,600
24	Repairs and Maintenance	1,500	1,500
25	Utilities	85,963	90,261
26	**Total OffStreet Operating Expenses**	**1,906,065**	**2,081,729**
27	Personnel Expenses	460,682	488,120
	Administrative Expenses		
28	Property & Casualty Excess Insurance	31,000	35,000
29	Bank & Credit Card Fees	2,850	4,000
30	Other Professional Services	212,915	210,000
31	Landline Phones	3,499	4,500
32	Business Travel & Training	9,000	9,000
33	Dues Subscriptions & Publications	3,000	3,000
34	Office Expense	12,000	13,200
35	Office Machines & Equipment	2,000	2,000
36	Office Repairs & Maintenance	3,000	3,000
37	ROU Lease Interest Expense	416	624
38	Operating Contingency	240,000	250,000
39	**Total Administrative Expenses**	**519,680**	**534,324**
40	**Total Operating Expenses**	**4,352,708**	**4,700,899**
41	Change in Net Position Before Depreciation	1,088,191	1,170,336
42	Depreciation & Amortization	850,000	850,000
43	ROU Lease Amortization	390,000	390,000
44	**Total Expenses For Capital Assets**	**1,240,000**	**1,240,000**
	Other Financing Sources		
45	Interest Income	225,000	175,000
46	Lease Interest Income	3,000	4,000
47	Unrealized Gain (Loss) Investments	-	-
48	**Total Other Financing Sources**	**228,000**	**179,000**
49	**Total Change Net Position Operating Budget**	**76,191**	**109,336**
50	CAMP Expenditures Estimate		1,800,000
51	Contribution to Reserves		-
52	Parking Repairs and Maintenance Regular Estimate		750,000
53	Total Use of Cash		2,550,000
54	Non-Cash Expenses		1,240,000
55	**Net Adjustment to Cash Position**		**(1,310,000)**

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0401-25

File ID:	0401-25	**Type:**	Presentation	**Status:**	Agenda Ready
Version:	1	**Contract #:**		**In Control:**	Urban County Council
				File Created:	04/17/2025
File Name:	Presentation: Complete Streets Update			**Final Action:**	04/22/2025
Title:	Presentation: Complete Streets Update				
Notes:					
Sponsors:				**Enactment Date:**	
Attachments:	FINAL-2025_CompSt_WorksessionUpdate			**Enactment Number:**	
Deed #:				**Hearing Date:**	
Drafter:				**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	04/22/2025	Received and Filed				

Text of Legislative File 0401-25

Title

Presentation: Complete Streets Update

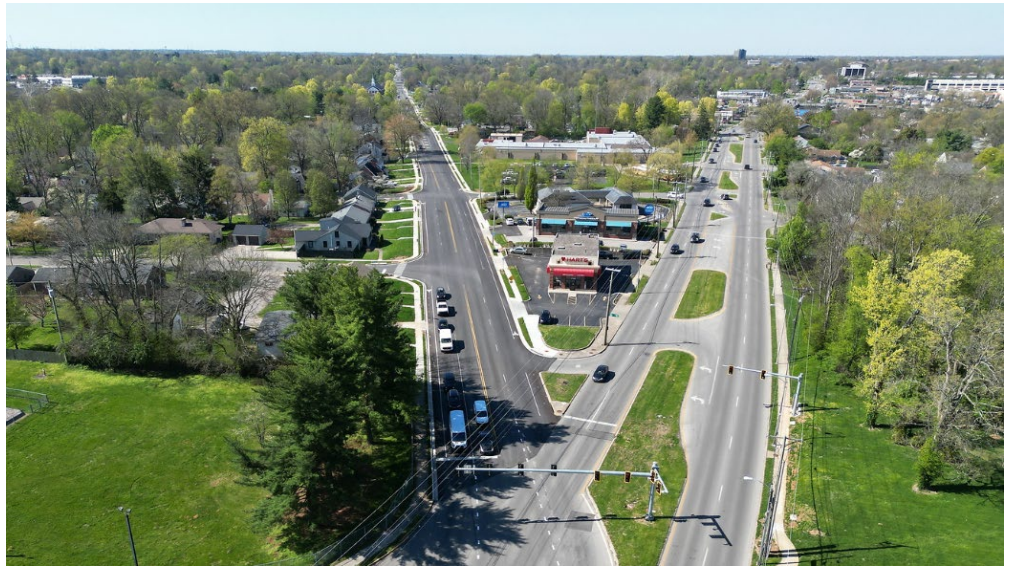
2025 COMPLETE STREETS PROGRAM UPDATE

Brandi Peacher, Complete Streets Coordinator
Director of Project Management, Office of the Mayor
April 22, 2025

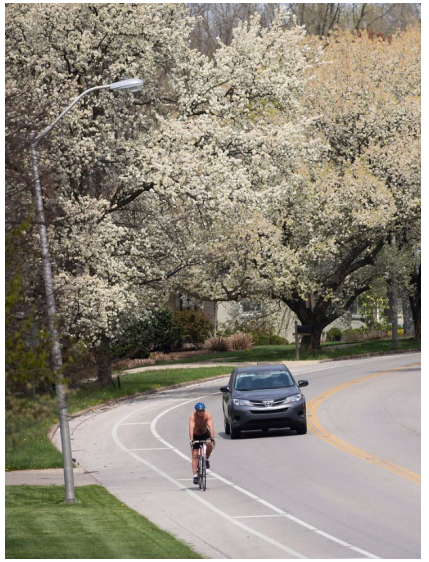
RETHINKING OUR STREETS

- Our street network is a significant public asset serving many important roles in our daily lives.

- Streets are essential to a thriving community – when designed well, they support our local businesses, encourage healthy lifestyles, and create safer, more connected communities.







RETHINKING OUR STREETS

- Streets are not always used to their fullest potential as shared public spaces. We have opportunities to make them work better for us – all of us.

- **Rethinking how we design and use them is a critical next step.**



Images from Dangerous By Design

A PUBLIC HEALTH & SAFETY ISSUE

We often don't frame roadway design as a public health and safety issue – but it absolutely is.

Roadway fatalities are one of the leading causes of death in Lexington, ranking below major health issues like heart disease and cancer, but exceeding deaths from homicide and violent crime













OUR COMMITMENT TO SAFETY

Complete Streets is LFUCG's commitment to design, build, operate, and maintain roads that:

- **Slow speeds** where needed – especially in areas with high foot traffic – saves lives.
- **Improve intersections and crossings** – where most crashes often occur – to make it easier for people to navigate and reduce risks for collisions.
- **Ensure everyone can travel safely**, including drivers, walkers, bikers, and transit users of all ages and abilities



COMPLETE STREETS MAY INCLUDE

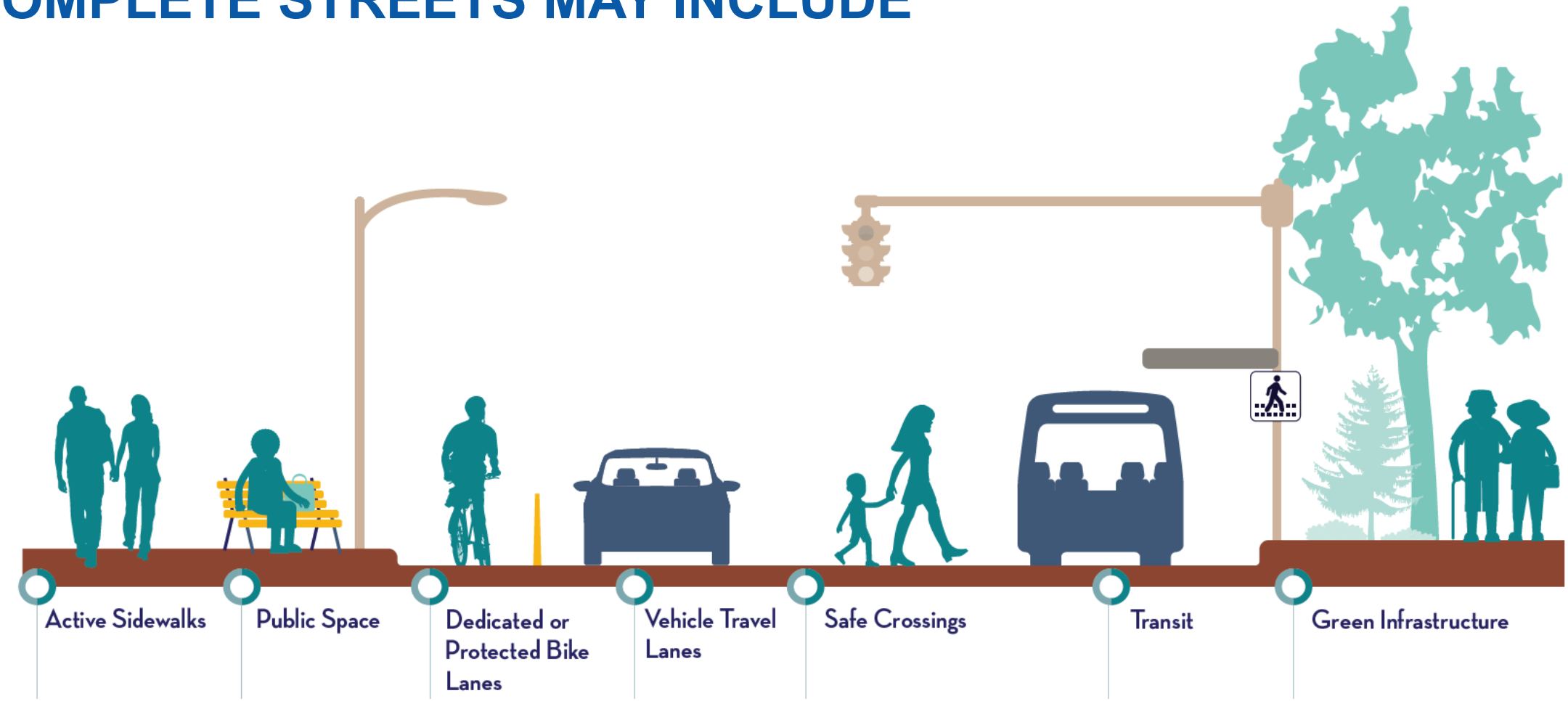


Image from City of Santa Fe Complete Streets Guide

RECENT PROGRESS



POLICY: The Complete Streets policy was adopted in December 2022

- It applies to all transportation projects throughout the county —whether new construction, major reconstruction, or routine maintenance.

ACTION PLAN: The Complete Streets Action Plan was published in December 2023 by the appointed advisory committee

- A collaborative effort with an emphasis on stakeholder and community input in plan development.

LEXINGTON'S ACTION PLAN

- The Complete Streets Action Plan is a **roadmap for LFUCG** to plan, design, build, and maintain streets that are safer and more accessible for all users.
- **Designed as a practical to-do list**, the plan outlines high-priority actions for the first three years and sets a clear timeline to guide implementation.
- While **transforming every street will take time and ongoing investment**, this plan ensures we make progress with every project and opportunity that comes our way.



ACTION PLAN TASKS & TIMELINE

Plan tasks are divided into four categories (39 total tasks):

Plan, Prioritize, & Measure Progress	Design & Construction	Operations & Maintenance	Safety

Each task description includes:

Intent & Desired Outcome	Deliverable & Target Completion Date	Lead Division & Supporting Divisions

This plan is intended to be a dynamic, evolving to-do list
regularly updated to stay responsive to changing needs

ACTION PLAN UPDATE BY THE NUMBERS

		Plan Recommendations:	2025 Implementation Update
TODAY	YEAR 1	**8** tasks proposed	**7** started
	YEAR 2	**21** tasks proposed	**2** completed **7** started **5** planned start in FY26
	YEAR 3	**7** tasks proposed	**0** tasks started
	STAFF	**2** New Positions • *Complete Streets Coordinator* • *Vision Zero Coordinator*	**2** Positions **FILLED** • *Complete Streets Coordinator, October 2024* • *Vision Zero Coordinator, March 2025*
	COORD.	**7** Coordinating Entities	**1** Internal Advisory Committee Created • *Monthly coordination meetings started in 2025*

IMPLEMENTATION IS A TEAM SPORT

Implementing LFUCG's Complete Streets Policy will be carried out cooperatively both within and across LFUCG Divisions and Departments and, in coordination with private developers, state, regional, and federal agencies.



CHALLENGES & LESSONS LEARNED

Stakeholder & Public Engagement : Early relationship building is key; aligning diverse groups around shared goals can be challenging – it's human nature to resist change

Aspirational Timeline : The initial timeline was ambitious; in practice, progress is slower to ensure proper coordination – what we are doing is foundational for decades ahead.

Infrastructure & Data Gaps : Ongoing assessments highlight areas needing further exploration and development – remember this is a living document.

Federal Priorities Shift : Changes in federal administration have led to delays in starting some projects and uncertainty around certain federal programs – putting emphasis on focusing locally

Uncertainty & Growing Pains : As with any new initiative, there will be unforeseen challenges and growing pains along the way.

LAYING THE FOUNDATION

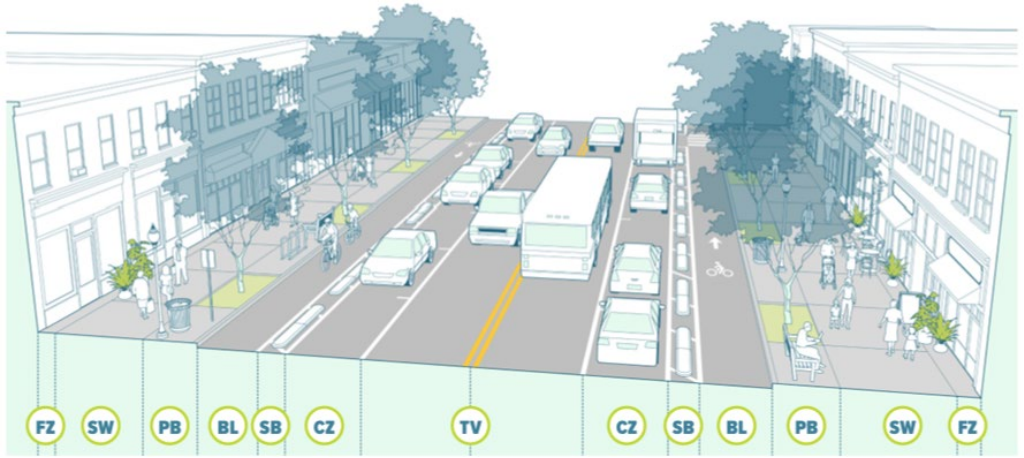
Work Started in 2024

- Complete Streets Design Manual
- Baseline Performance Measures
- Vision Zero Policy Development
- Coordinating Capital Projects
- Coordinating with broader city initiatives



DESIGN MANUAL

- Created for staff, developers, and others shaping safer and more accessible complete streets.
- Designed to be user-friendly and comprehensive.
- Sets clear design and engineering standards that complement existing regulations.
- Outlines goals for both new development and retrofitting existing roads.
- It recognizes our community's diverse contexts – not a one size fits all approach.

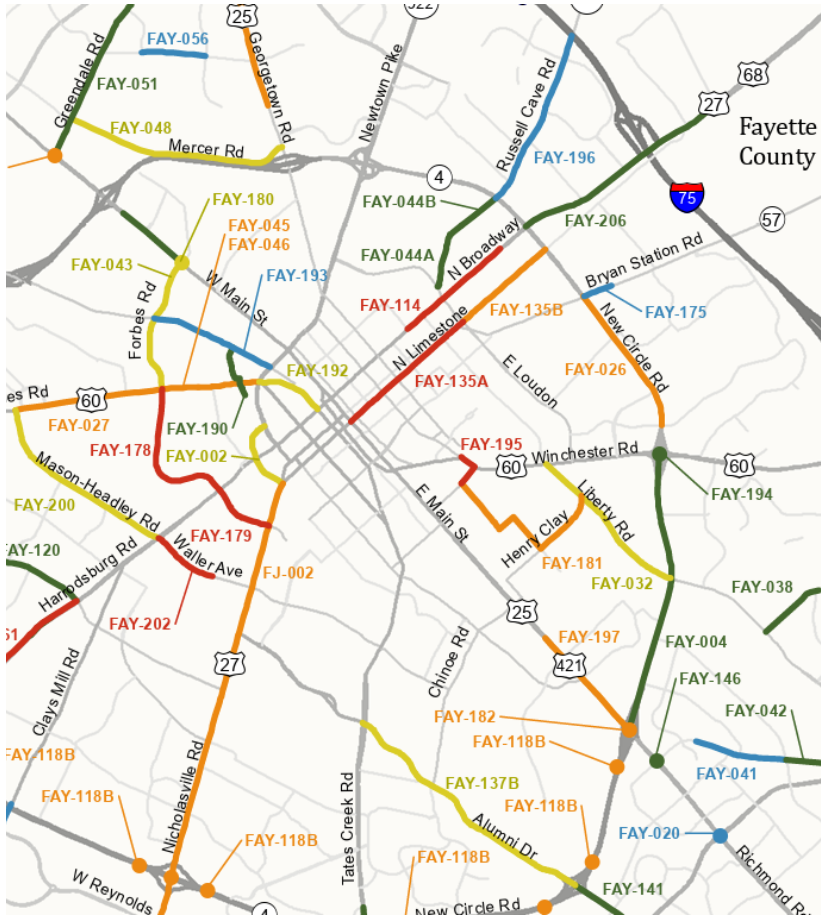




**Example Diagrams from Montgomery County, Maryland Complete Streets Design Guide, May 2024*

BASELINE PERFORMANCE MEASURES

- Establishing a baseline to assess the current state of Lexington's street network
- Developing a comprehensive GIS database of the existing street and intersection network
  - Street layer alone will include approx. 15,000 segments
  - Additional GIS layers to be created to evaluate intersections
- Framework allows evaluation across various parameters and thresholds—designed to evolve over time



Progress on policy implementation will be reported every two years, with the first report expected in 2026.

Key performance measures include:

- Updates to policies, procedures, and design guidelines
- Staff training on Complete Streets principles
- Initiation or completion of Complete Streets projects
- Community engagement on project design and prioritization
- Construction of sidewalks, bike facilities, and transit infrastructure
- Projects addressing ADA compliance and green infrastructure
- Analysis of sidewalk availability by roadway classification and speed limit

VISION ZERO POLICY

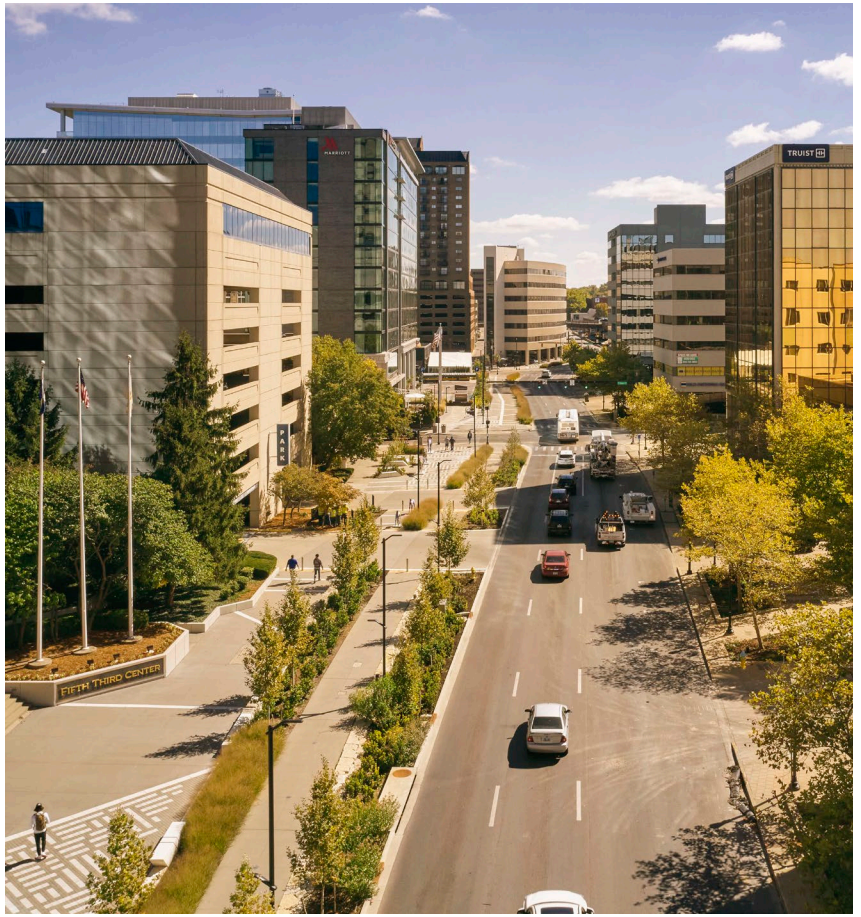
- LFUCG policy drafted & coming before Council soon
- LexArea MPO adopted Vision Zero Policy April 2023
- What is Vision Zero?
  - A community goal to eliminate all traffic fatalities and serious injuries.
  - Data-driven and proactive approach focused on designing safer streets, lowering speeds, and promoting responsible behavior.
  - Recognizes human mistakes but ensures streets and policies reduce severe consequences.



** Diagram from Miami Dade County, Florida, Vision Zero website*

COORDINATING WITH BROADER INITIATIVES

- Greenways Master Plan (Environ. Serv.)
- Downtown Master Plan (Planning)
- Vison Zero (MPO/Planning/Eng/Traffic)
- Infrastructure Funding Plan (Planning/EQPW/Finance)
- StrEEEts Work Group (Council Offices)
- Community Opportunity Assessment (Mayor’s Office)
- 10-Min Walk Campaign (Parks & Rec)
- Neigh. Traffic Management Program (Traffic)
- Statewide Complete Streets (KYTC)



LOOKING AHEAD



- Modal Priority Corridor Plan* *Planning/Mayor's Office*
- Design Manual Adoption & Trainings* *Planning/Mayor's Office*
- Public Engagement & Education* *Planning/MPO/PIE/Mayor's Office/Council*
- Approach for organizational implementation structure* *Mayor's Office*
- Corridor Land Use & Transportation Plan: Winchester Rd* *MPO*
- Corridor Capital Improvement Projects * *Engineering*
- Sidewalk Capital Improvement Projects * *Engineering*
- Neighborhood Traffic Management Program Review **Traffic*
- Pilot Projects and Case Studies * *Planning/Traffic/Mayor's Office/Council*
- Zoning Ordinance and Policy Amendments
- Coordination with Community Entities
- Staff Training * *MO/Planning/Eng/Traffic*

*FY26 Budget Items (various divisions)

Complete Streets is an investment in our people & our future.

It focuses on safer, more connected, & inviting streets where everyone in Lexington can walk, bike, drive, & gather.



lexingtonky.gov/complete-streets

Questions?

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: 0314-25

File ID:	0314-25	**Type:**	Ordinance	**Status:**	Approved
Version:	1	**Contract #:**		**In Control:**	Urban County Council
				File Created:	04/01/2025
File Name:	Amend Section 5-76(1) Electrical Inspection Fees			**Final Action:**	05/08/2025

Title: An Ordinance amending Section 5-76(1) of the Code of Ordinances related to required fees for electrical wiring work not exceeding thirty thousand ($30,000) dollars to increase the rates as follows: rough wire inspections for the first 10 (ten) circuits from $55 to $65, rewire inspections from $55 to $65, re-inspection from $35 to $45, final inspection from $55 to $65 for up to 10 (ten) circuits, temporary on permanent inspections from $55 to $65, manufactured or mobile home service from $55 to $65, apartments-rough wire and temporary inspection from $35 to $55 and apartments-final inspections from $35 to $55; amending Section 5-76(2) of the Code of Ordinances related to required fees to change fees on Contracts for $40,000 and above to Contracts for $30,000 and above to 1(one) percent of the total cost. [Div. of Building Inspection, Carpenter]

Notes:

Sponsors:		**Enactment Date:**	05/08/2025
Attachments:	Memo 0314_25, Rrquest letter and prop. fees, ord electrical fees Draft, 314-25 ord electrical fees 4919-6035-8704 v.1.doc, O-028-2025	**Enactment Number:**	O-028-2025
Deed #:		**Hearing Date:**	
Drafter:	Amelia Meredith	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	04/22/2025	Approved and Referred to Docket	Urban County Council	04/24/2025		Pass
1	Urban County Council	04/24/2025	Received First Reading	Urban County Council	05/08/2025		
1	Urban County Council	05/08/2025	Approved				Pass

Text of Legislative File 0314-25

Title

An Ordinance amending Section 5-76(1) of the Code of Ordinances related to required fees for electrical wiring work not exceeding thirty thousand ($30,000) dollars to increase the rates as follows: rough wire inspections for the first 10 (ten) circuits from $55 to $65, rewire inspections from $55 to $65, re-inspection from $35 to $45, final inspection from $55 to $65 for up to 10 (ten) circuits, temporary on permanent inspections from $55 to $65, manufactured or mobile home service from $55 to $65, apartments-rough wire and temporary inspection from $35 to $55 and apartments-final inspections from $35 to $55; amending Section 5-76(2) of the Code of Ordinances related to required fees to change fees on Contracts for $40,000 and above to Contracts for $30,000 and above to 1(one) percent of the total cost. [Div. of Building Inspection, Carpenter]

Summary

Authorization to amend Section 5-76(1) of the Code of Ordinances to increase the electrical inspection fees to address changes in construction trends and increased cost of operation, as requested by the Commonwealth Inspection Bureau. There is no cost to the LFUCG. (L0314-25)(Carpenter/Albright)

Budgetary Implications NO

Advance Document Review:

Law: Yes, Completed by Michael Sanner 3/31/2025

Risk Management: No

Fully Budgeted N/A

Account Number:

This Fiscal Year Impact: No Fiscal Impact

Annual Impact: N/A

Project:

Activity:

Budget Reference:

Current Balance:

MAYOR LINDA GORTON

LEXINGTON

SALLY HAMILTON
CHIEF ADMINISTRATIVE OFFICER

TO: Mayor Linda Gorton
Urban County Council Members

FROM: Bob Carpenter, Director
Division of Building Inspection

DATE: April 1, 2025

SUBJECT: Amend Electrical Inspection Fees

Request: Authorization for the amend Section 5-76(1) of the Code of Ordinances, electrical Inspection fees.

Why are you requesting?

The LFUCG Electrical Inspection contractor (Commonwealth Inspection Bureau) has requested the fees to be amended to address changes in construction trends and current increase in cost of operations.

To increase the rates as follows: Rough wire inspections for the first 10 circuits from $55 to $65, rewire inspections from $55 to $65, re-inspection from $35 to $45, final inspection from $55 to $65 for up to 10 circuits, temproary on permanent inspections from $55 to $65, manufactured or mobile home service from $55 to $65, apartments rough wire and temporary inspection from $35 to $55, and apartments final inspections from $35 to $55; amending section 5-76(2) of the code of ordinances related to required fees to change fees on contracts for $40,000 and above to contract is for $30,000 and above to 1% of the total cost.

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

There is no cost to the LFUCG associated this amendment.

Are the funds budgeted?

There is no budgetary impact

File Number: 0314-25

Director/Commissioner: Carpenter/Albright

Commonwealth Inspection
501 Darby Creek Rd., Suite 63
Lexington, Ky 40509
Ph. 859-263-7800
Fax: 859-263-7887
comminsp@windstream.net

February 12, 2025

Dear Sir or Madam:

We respectfully come to you to propose an increase in the cost of electrical inspections. The current inflation rates have caused the cost of business to increase greatly over the past several years. Since 2006 there has only been one price increase. That increase went into effect eight (8) years ago (2017) and is the current fee schedule for electrical inspections.

Enclosed you will find the Lexington-Fayette Urban County Government's current electrical inspection fee schedule and the new rates that we are proposing. These rates are in line with both the Commonwealth of Kentucky's rates and the surrounding cities and counties. We have enclosed their fee schedules for reference.

Sincerely,

M. Jones Jr.

Marshall Jones, Jr.

Commonwealth Inspection Bureau, Inc.

LFUCG - Electrial Inspection Fee Schedule
Effective June 19, 2017

Rough Wire Inspection:
$55.00 for the first 10 circuits
$0.65 each circuit over 10 and up to 20
$0.40 each circuit over 20

Rewire Inspection:
$55.00 per inspection

Re-inspection/Return Trips:
$35.00 per inspection

Final Inspection:
$55.00 for service and fixtures up to 10 circuits
$0.40 for each fixture over 10
$1.10 for each 240-volt circuit
$1.10 for each small appliance circuit

Temporary on Permanent Inspections:
$55.00 per inspection

Manufactured or Mobile Home Service:
$55.00 per inspection

Apartments- Rough Wire and Temporary on Permanent Inspections:
$35.00 per unit per inspection

Apartments-Final Inspections:
$35.00 per unit per inspection
$1.10 for each 240-volt circuit
$1.10 for each small appliance circuit

Contracts for $40,000 and above:
The rate for inspections for electrical wiring work including all owner furnished materials costing more than $40,000.00 shall be 1% of the total cost for the first $1,000.000.00. The rate shall be downward of 3/4 of 1% for anything over $1,000,000.00.

Proposed Fees

Rough Wire Inspection:
$65.00 for the first 10 circuits
$0.65 each circuit over 10 and up to 20
$0.40 each circuit over 20

Rewire Inspection:
$65.00 per inspection

Re-inspection/Return Trips:
$45.00 per inspection

Final Inspection:
$65.00 for service and fixtures up to 10 circuits
$0.40 for each fixture over 10
$1.10 for each 240-volt circuit
$1.10 for each small appliance circuit

Temporary on Permanent Inspections:
$65.00 per inspection

Manufactured or Mobile Home Service:
$65.00 per inspection

Apartments- Rough Wire and Temporary on Permanent Inspections:
$55.00 per unit per inspection

Apartments-Final Inspections:
$55.00 per unit per inspection
$1.10 for each 240-volt circuit
$1.10 for each small appliance circuit

Contracts for $30,000 and above:
The rate for inspections for electrical wiring including all owner furnished materials costing more than $30,000.00 shall be 1% of the total cost.

ORDINANCE NO. _____ 2025

AN ORDINANCE AMENDING SECTION 5-76(1) OF THE CODE OF ORDINANCES RELATED TO REQUIRED FEES FOR ELCETRICAL WIRING WORK NOT EXCEEDING THIRTY THOUSAND ($30,000.00) DOLLARS TO INCREASE THE RATES AS FOLLOWS: ROUGH WIRE INSPECTIONS FOR THE FIRST 10 (TEN) CIRCUITS FROM $55.00 TO $65.00, REWIRE INSPECTIONS FROM $55.00 TO $65.00, RE-INSPECTION FROM $35.00 TO $45.00, FINAL INPSECTION FROM $55.00 TO $65.00 FOR UP TO 10 (TEN) CIRCUITS, TEMPORARY ON PERMANENT INSPECTIONS FROM $55.00 TO $65.00, MANUFACTURED OR MOBILE HOME SERVICE FROM $55.00 TO $65.00, APARTMENTS-ROUGH WIRE AND TEMPORARY INSPCETION FROM $35.00 TO $55.00 AND APARTMENTS-FINAL INSPECTIONS FROM $35.00 TO $55.00; AMENDING SECTION 5-76(2) OF THE CODE OF ORDINANCES RELATED TO REQUIRED FEES TO CHANGE FEES ON CONTRACTS FOR $40,000.00 AND ABOVE TO CONTRACTIS FOR $30,000.00 AND ABOVE TO 1(ONE) PERCENT OF THE TOTAL COST.

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

Section 1 - That Section 5-76(1) of the Code of Ordinances, Lexington-Fayette Urban County Government, be and hereby is amended to read as follows:

Sec. 5-76(1) For inspection of electrical wiring work not exceeding thirty thousand dollars ($30,000.00) in cost:

Rough wire inspection:

~~$55.00~~ $65.00 for the first 10 circuits.

$0.65 each circuit over 10 and up to 20.

$0.40 each for all over 20.

Rewire inspection:

~~$55.00~~ $65.00 for service change inspection.

Reinspection because of turndown:

~~$35.00~~ $45.00 per inspection.

Final inspection:

~~$55.00~~ $65.00 for service and fixtures up to 10 circuits.

$0.40 for each fixture over 10.

$1.10 for each 240-vot motor and appliance circuits.

Temporary inspection:

~~$55.00~~ $65.00

Manufactured or mobile home services:

~~$55.00~~ $65.00 for inspection of manufactured or mobile homes without state approval.

Apartments – rough wire and temporary on permanent inspections:

~~$35.00~~ $55.00 per unit per inspection.

Apartments – final inspection.

~~$35.00~~ $55.00 per unit per inspection.

$1.10 for each 240-volt appliance circuit.

$1.10 for each small appliance circuit.

Section 2 - That Section 5-76(2) of the Code of Ordinances, Lexington-Fayette Urban County Government, be and hereby is amended to read as follows:

Sec. 5-76(2) Contracts of ~~forty~~ thirty thousand dollars (~~$40,000.00~~ $30,000.00) and above:

The rate for inspections for electrical wiring work including all owner furnished materials costing more than ~~forty~~ thirty thousand dollars (~~$40,000.00~~ $30.000.00) shall be one percent of the total cost. ~~for the first one million dollars ($1,000,000.00). The rate shall be downward of three quarters (3/4) of one percent for anything over one million dollars ($1,000,000.00).~~

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

PASSED URBAN COUNTY COUNCIL:

_____
MAYOR

ATTEST:

_____
CLERK, URBAN COUNTY COUNCIL
PUBLISHED:
1101-14_MRS_X:\Cases\CO\14-LE0001\LEG\00431621.DOC
4919-6035-8704, v. 1

ORDINANCE NO. _____ -2025

AN ORDINANCE AMENDING SECTION 5-76(1) OF THE CODE OF ORDINANCES RELATED TO REQUIRED FEES FOR ELECTRICAL WIRING WORK NOT EXCEEDING THIRTY THOUSAND ($30,000.00) DOLLARS TO INCREASE THE RATES AS FOLLOWS: ROUGH WIRE INSPECTIONS FOR THE FIRST 10 (TEN) CIRCUITS FROM $55.00 TO $65.00, REWIRE INSPECTIONS FROM $55.00 TO $65.00, RE-INSPECTION FROM $35.00 TO $45.00, FINAL INPSECTION FROM $55.00 TO $65.00 FOR UP TO 10 (TEN) CIRCUITS, TEMPORARY ON PERMANENT INSPECTIONS FROM $55.00 TO $65.00, MANUFACTURED OR MOBILE HOME SERVICE FROM $55.00 TO $65.00, APARTMENTS-ROUGH WIRE AND TEMPORARY INSPECTION FROM $35.00 TO $55.00 AND APARTMENTS-FINAL INSPECTIONS FROM $35.00 TO $55.00; AMENDING SECTION 5-76(2) OF THE CODE OF ORDINANCES RELATED TO REQUIRED FEES TO CHANGE FEES ON CONTRACTS FOR $40,000.00 AND ABOVE TO CONTRACTS FOR $30,000.00 AND ABOVE TO 1(ONE) PERCENT OF THE TOTAL COST.

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

Section 1 - That Section 5-76(1) of the Code of Ordinances, Lexington-Fayette Urban County Government, be and hereby is amended to read as follows:

Sec. 5-76(1) For inspection of electrical wiring work not exceeding thirty thousand dollars ($30,000.00) in cost:

Rough wire inspection:

$65.00 for the first 10 circuits.

$0.65 each circuit over 10 and up to 20.

$0.40 each for all over 20.

Rewire inspection:

$65.00 for service change inspection.

Reinspection because of turndown:

$45.00 per inspection.

Final inspection:

$65.00 for service and fixtures up to 10 circuits.

$0.40 for each fixture over 10.

$1.10 for each 240-vot motor and appliance circuits.

Temporary inspection:

$65.00

Manufactured or mobile home services:

$65.00 for inspection of manufactured or mobile homes without state approval.

Apartments – rough wire and temporary on permanent inspections:

$55.00 per unit per inspection.

Apartments – final inspection.

$55.00 per unit per inspection.

$1.10 for each 240-volt appliance circuit.

$1.10 for each small appliance circuit.

Section 2 - That Section 5-76(2) of the Code of Ordinances, Lexington-Fayette Urban County Government, be and hereby is amended to read as follows:

Sec. 5-76(2) Contracts of thirty thousand dollars ($30,000.00) and above:

The rate for inspections for electrical wiring work including all owner furnished materials costing more than thirty thousand dollars ($30.000.00) shall be one percent of the total cost.

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

PASSED URBAN COUNTY COUNCIL:

_____
MAYOR

ATTEST:

_____
CLERK OF URBAN COUNTY COUNCIL
PUBLISHED:
314-25:MRS: 4919-6035-8704, v. 1

ORDINANCE NO. 028 -2025

AN ORDINANCE AMENDING SECTION 5-76(1) OF THE CODE OF ORDINANCES RELATED TO REQUIRED FEES FOR ELECTRICAL WIRING WORK NOT EXCEEDING THIRTY THOUSAND ($30,000.00) DOLLARS TO INCREASE THE RATES AS FOLLOWS: ROUGH WIRE INSPECTIONS FOR THE FIRST 10 (TEN) CIRCUITS FROM $55.00 TO $65.00, REWIRE INSPECTIONS FROM $55.00 TO $65.00, RE-INSPECTION FROM $35.00 TO $45.00, FINAL INPSECTION FROM $55.00 TO $65.00 FOR UP TO 10 (TEN) CIRCUITS, TEMPORARY ON PERMANENT INSPECTIONS FROM $55.00 TO $65.00, MANUFACTURED OR MOBILE HOME SERVICE FROM $55.00 TO $65.00, APARTMENTS-ROUGH WIRE AND TEMPORARY INSPECTION FROM $35.00 TO $55.00 AND APARTMENTS-FINAL INSPECTIONS FROM $35.00 TO $55.00; AMENDING SECTION 5-76(2) OF THE CODE OF ORDINANCES RELATED TO REQUIRED FEES TO CHANGE FEES ON CONTRACTS FOR $40,000.00 AND ABOVE TO CONTRACTS FOR $30,000.00 AND ABOVE TO 1(ONE) PERCENT OF THE TOTAL COST.

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

Section 1 - That Section 5-76(1) of the Code of Ordinances, Lexington-Fayette Urban County Government, be and hereby is amended to read as follows:

Sec. 5-76(1) For inspection of electrical wiring work not exceeding thirty thousand dollars ($30,000.00) in cost:

Rough wire inspection:

$65.00 for the first 10 circuits.

$0.65 each circuit over 10 and up to 20.

$0.40 each for all over 20.

Rewire inspection:

$65.00 for service change inspection.

Reinspection because of turndown:

$45.00 per inspection.

Final inspection:

$65.00 for service and fixtures up to 10 circuits.

$0.40 for each fixture over 10.

$1.10 for each 240-vot motor and appliance circuits.

Temporary inspection:

$65.00

Manufactured or mobile home services:

$65.00 for inspection of manufactured or mobile homes without state approval.

Apartments – rough wire and temporary on permanent inspections:

$55.00 per unit per inspection.

Apartments – final inspection.

$55.00 per unit per inspection.

$1.10 for each 240-volt appliance circuit.

$1.10 for each small appliance circuit.

Section 2 - That Section 5-76(2) of the Code of Ordinances, Lexington-Fayette Urban County Government, be and hereby is amended to read as follows:

Sec. 5-76(2) Contracts of thirty thousand dollars ($30,000.00) and above:

The rate for inspections for electrical wiring work including all owner furnished materials costing more than thirty thousand dollars ($30.000.00) shall be one percent of the total cost.

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

PASSED URBAN COUNTY COUNCIL: May 8,2025

Linda Gorton
MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL
PUBLISHED: May 16,2025-1t
314-25:MRS: 4919-6035-8704, v. 1

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0343-25

File ID:	0343-25	**Type:**	Resolution	**Status:**	Approved
Version:	1	**Contract #:**	120-2025	**In Control:**	Urban County Council
				File Created:	04/08/2025
File Name:	The Fayette Education Foundation			**Final Action:**	05/08/2025

Title: A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to accept an award of funds, in the amount of $30,000, from the Fayette Education Foundation via the Bluegrass Community Foundation, related to the administration of One Lexington, It Takes A Village Summer Program (ITAV), the acceptance of which does not obligate a local match expenditure from the Urban County Government. [Mayor's Office, Carama]

Notes: SAF in the CCO. Returned to Larry via interoffice mail 5/15/2025. MS

Sponsors:		**Enactment Date:**	05/08/2025
Attachments:	25-Blue Sheet Memo ONE Lexington ITAV BGCF Award, BA 13608, FW_ Summer Programming ITAV Award, 0343-25 Resolution - Fayette Education Foundation 4910-7895-0970 v.1.doc, R-186-2025, Contract #120-2025, Contract #120-2025, Contract # 120-2025, Contract #120-2025	**Enactment Number:**	R-186-2025
Deed #:		**Hearing Date:**	
Drafter:	Celia Moore	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	04/22/2025	Approved and Referred to Docket	Urban County Council	04/24/2025		Pass
1	Urban County Council	04/24/2025	Received First Reading	Urban County Council	05/08/2025		
1	Urban County Council	05/08/2025	Approved				Pass

Text of Legislative File 0343-25

Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to accept an award of funds, in the amount of $30,000, from the Fayette Education Foundation via the Bluegrass Community Foundation, related to the

administration of One Lexington, It Takes A Village Summer Program (ITAV), the acceptance of which does not obligate a local match expenditure from the Urban County Government. [Mayor's Office, Carama]

Summary

Authorization to accept award in the amount of $30,000 from The Fayette Education Foundation, via Bluegrass Community Foundation, related to the administration of ONE Lexington, It Takes A Village Summer Program (ITAV). For sessions relating to college preparation and workforce readiness. No matching funds required. (L0343-25) (Carama/Scott)

Budgetary Implications: Yes

Advance Document Review:

Law: N/A

Risk Management: N/A

Fully Budgeted: Budget amendment is in process.

Account Number: 3300-133002-1321-71299

This Fiscal Year Impact: $30,000

Annual Impact: $0

Project: BGCF_ITAV_2025

Activity: OTH_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: **APRIL 10, 2025**

SUBJECT: **Accept funds from Bluegrass Community Foundation for It Takes A Village Summer Program**

Request: Authorization for the mayor to accept an award of $30,000 from The Fayette Education Foundation, via Bluegrass Community Foundation, related to the administration of ONE Lexington, It Takes A Village Summer Program (ITAV). There are no matching funds required.

Purpose of Request: The Fayette Education Foundation via Bluegrass Community Foundation has offered ONE Lexington ITAV an award of $30,000. This is a one-time funding opportunity from The Fayette Education Foundation in partnership with Everybody Counts. ONE Lexington will organize sessions focusing on college preparation, college engagement, and workforce readiness for youth. Additionally, it will offer skills and trades education opportunities as part of its summer youth program. These funds will also enable the engagement of extra staff to support the implementation of these new initiatives.

What is the cost in this budget year and future budget years? $30,000 awarded from Bluegrass Community Foundation for FY2025. No matching funds are required. Future years funding is dependent upon availability of grant funding.

Are the funds budgeted? Budget amendment is in process. 3300-133002-1321-71299 BGCF_ITAV_2025 OTH_GRANT 2025

File Number: 0343-25

Director/Commissioner: Carama/Scott

Search in Menu

LFUCG Budget Amendment Request Form

New Window | Help | Personalize Pag

Requester: Moore,Celia E **Date:** 04/10/2025 **Status:** Pending Approval **Amend Nbr:** 13608

Business Unit: LFUCG **Journal Date:** 04/10/2025 **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	3300	133002	1321	71299	Prof Svc - Other	30,000.00	TSCOTT2	TSCOTT2	

Revenue Accounts

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

	Fund	Dept	Section	Account	Description	Amount	Division	Department	Journal ID
1	3300	133002	1321	46750	Grant Revenue - Other	30,000.00	TSCOTT2	TSCOTT2	

Project/Grant Revenue

Project/Grant Expenditures

Comments:

To establish grant budget for The Fayette Education Foundation through Bluegrass Community Foundation for ONE Lexington It Takes A Village. (BGCF_ITAV_2025)

Net Amend Amt: 0.00

Submit for Approval

Save Add

From: Larry Johnson <ljohnson@lexingtonky.gov>
Sent: Tuesday, April 1, 2025 11:49 AM
To: Brittany Smith <bsmith@lexingtonky.gov>
Cc: Devine Carama <DCarama@lexingtonky.gov>; Kenneth Payne <kpayne@lexingtonky.gov>
Subject: FW: Summer Programming

Brittany,

I need your help in our (ONE Lexington) effort to prepare for council to approve the Mayor accepting a $30,000 grant to ONE Lexington from The Fayette Education Foundation via Bluegrass Community Foundation. This grant will be designated to support the Summer It Takes A Village Program. (see conversation below).

I have a attached a very rough draft of a bluesheet. We are hoping to have everything approved and in Legistar in time to be on the Council Work session docket April 15th; and up for a 1st and possibly 2nd reading at the Council meeting on April 17th.

Thanks

From: Carrie Boling <c.boling@fayettefoundation.org>
Sent: Thursday, March 6, 2025 1:23 PM
To: Devine Carama <DCarama@lexingtonky.gov>
Cc: Kristen Tidwell <Kristen@bgcf.org>; Larry Johnson <ljohnson@lexingtonky.gov>; Kenneth Payne <kpayne@lexingtonky.gov>
Subject: Re: Summer Programming

[EXTERNAL] Use caution before clicking links and/or opening attachments.

Sounds great. I will allocate the money which leaves us with a little over $85,000 in that bucket. Do you want me to check with some folks at FCPS about other summer options? I know they are not having summer school this year but there are some needs for some populations.

Here is the language in the contract:
Enhance in-school mentoring services, summer events and programming, and trauma-informed care services for Fayette County Public School students and community.



On Wed, Mar 5, 2025 at 5:08 PM Devine Carama <DCarama@lexingtonky.gov> wrote:

> Good evening,
>
> Carrie let's brainstorm on building some many grants for summer programs this year. In meantime, I wanted to move on the 2 things we discussed. Let's go ahead and allocate $15,000 for the cyber camp and $30,000 for our *It Takes A Village Summer Program.* We serve 40-50 youth, 12-17 who have all been directly affected by gun violence. We will work on opportunities to partner with Fayette Education Foundation and Everybody Counts on some programming for ITAV.
>
> ONE Lexington (LFUCG)
> It Takes A Village Summer Programming
> 200 E. Main Street,
> Lexington, KY 40507
>
> **Devine Carama**
>
> *Director of One Lexington*
> Office of the Mayor
> 859.280.8745 office
> lexingtonky.gov/one-lexington
>
> LEXINGTON

RESOLUTION NO. _____-2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO ACCEPT AN AWARD OF FUNDS, IN THE AMOUNT OF $30,000.00, FROM THE FAYETTE EDUCATION FOUNDATION VIA THE BLUEGRASS COMMUNITY FOUNDATION, RELATED TO THE ADMINISTRATION OF ONE LEXINGTON, IT TAKES A VILLAGE SUMMER PROGRAM (ITAV), THE ACCEPTANCE OF WHICH DOES NOT OBLIGATE A LOCAL MATCH EXPENDITURE FROM THE URBAN COUNTY GOVERNMENT.

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 accept an award of funds, in the amount of $30,000.00, from the Fayette Education Foundation via the Bluegrass Community Foundation, related to the administration of ONE Lexington, It Takes A Village Summer Program (ITAV), the acceptance of which does not obligate a local match expenditure from the Lexington-Fayette Urban County Government.

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

PASSED URBAN COUNTY COUNCIL:

_____
MAYOR

ATTEST:

_____
CLERK OF URBAN COUNTY COUNCIL
0343-25:WDR:4910-7895-0970, v. 1

RESOLUTION NO. 186 -2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO ACCEPT AN AWARD OF FUNDS, IN THE AMOUNT OF $30,000.00, FROM THE FAYETTE EDUCATION FOUNDATION VIA THE BLUEGRASS COMMUNITY FOUNDATION, RELATED TO THE ADMINISTRATION OF ONE LEXINGTON, IT TAKES A VILLAGE SUMMER PROGRAM (ITAV), THE ACCEPTANCE OF WHICH DOES NOT OBLIGATE A LOCAL MATCH EXPENDITURE FROM THE URBAN COUNTY GOVERNMENT.

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 accept an award of funds, in the amount of $30,000.00, from the Fayette Education Foundation via the Bluegrass Community Foundation, related to the administration of ONE Lexington, It Takes A Village Summer Program (ITAV), the acceptance of which does not obligate a local match expenditure from the Lexington-Fayette Urban County Government.

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

PASSED URBAN COUNTY COUNCIL: May 8, 2025

Linda Gorton
MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL
0343-25:WDR:4910-7895-0970, v. 1

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:	$30,000
Purpose:	Funds are to be used exclusively to support ONE Lexington's *It Takes a Village* Summer Programming, June – July 2025
Grant Period:	April 1, 2025 – August 31, 2025

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 transfers, 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. 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.

Linda Gorton	
(Signature, Authorized Representative of LFUCG)	(Signature, Authorized Representative of BGCF)
Linda Gorton, Mayor	Lisa Adkins, President/CEO
(Print or Type Name and Title)	(Print or Type Name and Title)
LFUCG	Blue Grass Community Foundation
(Organization)	(Organization)
5/15/2025	May 15, 2025
(Date)	(Date)

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement"), is made and entered into on the ___3___ day of_June, 2025, by and between the Lexington-Fayette Urban County Government, an urban county government of the Commonwealth of Kentucky pursuant to KRS Chapter 67A, and located at 200 East Main Street, Lexington, Fayette County, Kentucky 40507 (hereinafter referred to as "Government"), on behalf of ONE Lexington ("Sponsor") and Alyssa Walker-Gurnell2005 Polk Lane Lexington, Ky 40511 (hereinafter referred to as "Contractor")

WITNESSETH

WHEREAS, the Sponsor is a program established by the Government to help address gun violence among youth and young adults.

WHEREAS, the Sponsor seeks to enhance the quality of life in the youth impacted by providing educational and workforce preparation opportunities coupled with recreational activities for Lexington youth ages 13 - 17.

WHEREAS, the Government, through its Sponsor, has prepared a trauma informed care approach, summer youth program.

WHEREAS, the Government seeks help implementing this program approach during the summer with youth from underserved communities who are most impacted by gun violence.

WHEREAS, the Contractor has been selected as an independent contractor to aide in implementing this Model by being Director of Summer Youth Program

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

SECTION I
OBLIGATIONS OF CONTRACTOR

1. Contractor agrees that its responsibilities under this Agreement shall include the following activities:
    a. Attending any training requested by the Government and/or its Sponsor;
    b. Assisting in day to day activities of Summer Youth Program.
    c. Timely completion of any reports requested by the Government and/or its Sponsor.

2. Contractor agrees to comply with all terms of the Government's Model, which is attached hereto and incorporated herein by reference. The Contractor understands and agrees that the failure to comply with the Model is a material breach of this Agreement, and in the event of such a material breach, the Government may immediately terminate this Agreement without providing advance notice to the Contractor as may be required elsewhere in this Agreement.

3. Contractor agrees it shall not distribute any materials bearing the Government's Logo or that of its Sponsor without prior authorization from Government.

SECTION II

OBLIGATIONS OF GOVERNMENT

1. On a mutually agreeable date(s) after the effective date of this Agreement, Government agrees to pay Contractor a biweekly stipend of $1,500.00. The total amount paid to Contractor shall not exceed $6,000.00 during the initial "Term" of this Agreement as defined in Section III below.

2. Government agrees to provide training to the Contractor on how to implement its Model.

SECTION III

GENERAL CONDITIONS

1. This Agreement shall be effective from June 3, 2025, through July 24, 2025 ("Term").

2. This Agreement may be terminated by either party for any reason upon five (5) written days notice to the other party. In the event of termination, the Contractor shall be paid in full for all services performed to the date of such termination in accordance with this Agreement.

3. The Government acknowledges and agrees that this Agreement shall not in any way interfere with or prevent the engagement of the Contractor in other employment, presently or otherwise.

4. The Contractor acknowledges that he/she is an independent contractor under this Agreement and not any employee of the Government for any purpose. 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.

5. The Contractor is solely responsible for his or her conduct and actions while performing services under this Agreement and understands that the Government will not indemnify, defend, or hold him or harmless from liability should a claim or action be brought against the Government or Sponsor.

6. 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.

7. This Agreement represents the entire and integrated agreement between the Government and the Contractor and supersedes all prior negotiations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Contractor and the Government.

8. This Agreement shall be governed by the laws of the Commonwealth of Kentucky.

8. This Agreement shall be governed by the laws of the Commonwealth of Kentucky.

[INTENTIONALLY LEFT BLANK. SIGNATURE PAGE TO FOLLOW]

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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

BY: Linda Gorton
Linda Gorton, Mayor

ATTEST:
Mackenzie Stock
Clerk of the Urban County Council
Deputy

CONTRACTOR

BY: Alyssa Walker-Gurnell
NAME: Alyssa Walker-Gurnell

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

Give Form to the requester. Do not send to the IRS.

Print or type. See **Specific Instructions** on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Alyssa Walker-Gurnell

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☑ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
2005 Polk Ln

6 City, state, and ZIP code
Lexington, KY 40511

Requester's name and address (optional)
One Lexington (LFUCG)
200 E Main Street
Lexington, Ky 40504

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN,* later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

4	0	2	–	5	5	–	7	1	0	8

or

Employer identification number

		–							

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ *Alyssa Walker-Gurnell* Date ▶ 5/19/2025

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See ***Specific Instructions*** on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

VIVIAN HODGE

2 Business name/disregarded entity name, if different from above.

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3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☑ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

5 Address (number, street, and apt. or suite no.). See instructions.

PO BOX 54988

Requester's name and address (optional)

6 City, state, and ZIP code

LEXINGTON, KY 40555

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

4 0 6 - 1 9 - 1 5 1 6

or

Employer identification number

\-

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person [signature] Date 5-27-25

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

must obtain your correct taxpayer identification number (TIN), which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid).
- Form 1099-DIV (dividends, including those from stocks or mutual funds).
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds).
- Form 1099-NEC (nonemployee compensation).
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers).
- Form 1099-S (proceeds from real estate transactions).
- Form 1099-K (merchant card and third-party network transactions).
- Form 1098 (home mortgage interest), 1098-E (student loan interest), and 1098-T (tuition).
- Form 1099-C (canceled debt).
- Form 1099-A (acquisition or abandonment of secured property).

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

Caution: If you don't return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);

2. Certify that you are not subject to backup withholding; or

3. Claim exemption from backup withholding if you are a U.S. exempt payee; and

4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and

5. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct. See *What Is FATCA Reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding. Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441–1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the disregarded entity.
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the grantor trust.
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust and not the beneficiaries of the trust.

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(l)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a saving clause. Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if their stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first Protocol) and is relying on this exception to claim an exemption from tax on their scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include, but are not limited to, interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third-party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester;

2. You do not certify your TIN when required (see the instructions for Part II for details);

3. The IRS tells the requester that you furnished an incorrect TIN;

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only); or

5. You do not certify to the requester that you are not subject to backup withholding, as described in item 4 under *"By signing the filled-out form"* above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier.

What Is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all U.S. account holders that are specified U.S. persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you are no longer tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

- **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note for ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040 you filed with your application.

- **Sole proprietor.** Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or "doing business as" (DBA) name on line 2.

- **Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

- **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. Enter any business, trade, or DBA name on line 2.

- **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner's name on line 1. The name of the owner entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, enter it on line 2.

Line 3a

Check the appropriate box on line 3a for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3a.

IF the entity/individual on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation.
• Individual or • Sole proprietorship	Individual/sole proprietor.
• LLC classified as a partnership for U.S. federal tax purposes or • LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	Limited liability company and enter the appropriate tax classification: P = Partnership, C = C corporation, or S = S corporation.
• Partnership	Partnership.
• Trust/estate	Trust/estate.

Line 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

Note: A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

Line 4 Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.

- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.

- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third-party network transactions.

- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space on line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).

2—The United States or any of its agencies or instrumentalities.

3—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities.

5—A corporation.

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or territory.

7—A futures commission merchant registered with the Commodity Futures Trading Commission.

8—A real estate investment trust.

9—An entity registered at all times during the tax year under the Investment Company Act of 1940.

10—A common trust fund operated by a bank under section 584(a).

11—A financial institution as defined under section 581.

12—A middleman known in the investment community as a nominee or custodian.

13—A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
• Interest and dividend payments	All exempt payees except for 7.
• Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
• Barter exchange transactions and patronage dividends	Exempt payees 1 through 4.
• Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5.[2]
• Payments made in settlement of payment card or third-party network transactions	Exempt payees 1 through 4.

[1] See Form 1099-MISC, Miscellaneous Information, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) entered on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37).

B—The United States or any of its agencies or instrumentalities.

C—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i).

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i).

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state.

G—A real estate investment trust.

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940.

I—A common trust fund as defined in section 584(a).

J—A bank as defined in section 581.

K—A broker.

L—A trust exempt from tax under section 664 or described in section 4947(a)(1).

M—A tax-exempt trust under a section 403(b) plan or section 457(g) plan.

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, enter "NEW" at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have, and are not eligible to get, an SSN, your TIN is your IRS ITIN. Enter it in the entry space for the Social security number. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.SSA.gov*. You may also get this form by calling 800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/EIN*. Go to *www.irs.gov/Forms* to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to *www.irs.gov/OrderForms* to place an order and have Form W-7 and/or Form SS-4 mailed to you within 15 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and enter "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, you will generally have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third-party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor[2]
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee[1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner[1]
6. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
7. Grantor trust filing under Optional Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))**	The grantor*
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity[4]
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (see Regulations section 1.671-4(b)(2)(i)(B))**	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name on line 1, and enter your business or DBA name, if any, on line 2. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

*__Note:__ The grantor must also provide a Form W-9 to the trustee of the trust.

**For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, SSN, or other identifying information, without your permission to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax return preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity, or a questionable credit report, contact the IRS Identity Theft Hotline at 800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 877-777-4778 or TTY/TDD 800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 800-366-4484. You can forward suspicious emails to the Federal Trade Commission at *spam@uce.gov* or report them at *www.ftc.gov/complaint*. You can contact the FTC at *www.ftc.gov/idtheft* or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see *www.IdentityTheft.gov* and Pub. 5027.

Go to *www.irs.gov/IdentityTheft* to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and territories for use in administering their laws. The information may also be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payors must generally withhold a percentage of taxable interest, dividends, and certain other payments to a payee who does not give a TIN to the payor. Certain penalties may also apply for providing false or fraudulent information.

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement"), is made and entered into on the 1 day of June, 2025, by and between the Lexington-Fayette Urban County Government, an urban county government of the Commonwealth of Kentucky pursuant to KRS Chapter 67A, and located at 200 East Main Street, Lexington, Fayette County, Kentucky 40507 (hereinafter referred to as "Government"), on behalf of ONE Lexington ("Sponsor") and Tania Walker, 2005 Polk Lane, Lexington, Ky 40511 (hereinafter referred to as "Contractor")

WITNESSETH

WHEREAS, the Sponsor is a program established by the Government to help address gun violence among youth and young adults.

WHEREAS, the Sponsor seeks to enhance the quality of life in the youth impacted by providing educational and workforce preparation opportunities coupled with recreational activities for Lexington youth ages 13 - 17.

WHEREAS, the Government, through its Sponsor, has prepared a trauma informed care approach, summer youth program.

WHEREAS, the Government seeks help implementing this program approach during the summer with youth from underserved communities who are most impacted by gun violence.

WHEREAS, the Contractor has been selected as an independent contractor to aide in implementing this Model by being Director of Summer Youth Program

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

SECTION I
OBLIGATIONS OF CONTRACTOR

1. Contractor agrees that its responsibilities under this Agreement shall include the following activities:
    a. Attending any training requested by the Government and/or its Sponsor;
    b. Overseeing day to day activities of Summer Youth Program.
    c. Timely completion of any reports requested by the Government and/or its Sponsor.

2. Contractor agrees to comply with all terms of the Government's Model, which is attached hereto and incorporated herein by reference. The Contractor understands and agrees that the failure to comply with the Model is a material breach of this Agreement, and in the event of such a material breach, the Government may immediately terminate this Agreement without providing advance notice to the Contractor as may be required elsewhere in this Agreement.

3. Contractor agrees it shall not distribute any materials bearing the Government's Logo or that of its Sponsor without prior authorization from Government.

SECTION II

OBLIGATIONS OF GOVERNMENT

1. On a mutually agreeable date(s) after the effective date of this Agreement, Government agrees to pay Contractor a biweekly stipend of $2,000.00. The total amount paid to Contractor shall not exceed $8,000.00 during the initial "Term" of this Agreement as defined in Section III below.

2. Government agrees to provide training to the Contractor on how to implement its Model.

SECTION III

GENERAL CONDITIONS

1. This Agreement shall be effective from June 3, 2025, through July 24, 2025 ("Term").

2. This Agreement may be terminated by either party for any reason upon five (5) written days notice to the other party. In the event of termination, the Contractor shall be paid in full for all services performed to the date of such termination in accordance with this Agreement.

3. The Government acknowledges and agrees that this Agreement shall not in any way interfere with or prevent the engagement of the Contractor in other employment, presently or otherwise.

4. The Contractor acknowledges that he/she is an independent contractor under this Agreement and not any employee of the Government for any purpose. 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.

5. The Contractor is solely responsible for his or her conduct and actions while performing services under this Agreement and understands that the Government will not indemnify, defend, or hold him or harmless from liability should a claim or action be brought against the Government or Sponsor.

6. 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.

7. This Agreement represents the entire and integrated agreement between the Government and the Contractor and supersedes all prior negotiations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Contractor and the Government.

8. This Agreement shall be governed by the laws of the Commonwealth of Kentucky.

[INTENTIONALLY LEFT BLANK. SIGNATURE PAGE TO FOLLOW]

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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

BY: Linda Gorton
Linda Gorton, Mayor

ATTEST:
Deputy Mackenzie Hock
Clerk of the Urban County Council

CONTRACTOR

BY: _____
NAME:

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Tania Walker

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☑ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
2005 Rik Lane

6 City, state, and ZIP code
Lexington, Ky 40511

Requester's name and address (optional)
One Lexington (LFUCG)
200 E Main Street
Lexington, Ky 40504

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
4 0 3 - 1 1 - 7 5 0 3

or

Employer identification number
_ _ - _ _ _ _ _ _ _

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person** ▶ _____ **Date** ▶ 5/20/25

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement"), is made and entered into on the ___3___ day of_June, 2025, by and between the Lexington-Fayette Urban County Government, an urban county government of the Commonwealth of Kentucky pursuant to KRS Chapter 67A, and located at 200 East Main Street, Lexington, Fayette County, Kentucky 40507 (hereinafter referred to as "Government"), on behalf of ONE Lexington ("Sponsor") and Evanhoney Romero 2546 Lindenhurst Drive Lexington, KY 40509 (hereinafter referred to as "Contractor")

WITNESSETH

WHEREAS, the Sponsor is a program established by the Government to help address gun violence among youth and young adults.

WHEREAS, the Sponsor seeks to enhance the quality of life in the youth impacted by providing educational and workforce preparation opportunities coupled with recreational activities for Lexington youth ages 13 - 17.

WHEREAS, the Government, through its Sponsor, has prepared a trauma informed care approach, summer youth program.

WHEREAS, the Government seeks help implementing this program approach during the summer with youth from underserved communities who are most impacted by gun violence.

WHEREAS, the Contractor has been selected as an independent contractor to aide in implementing this Model by being Director of Summer Youth Program

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

SECTION I
OBLIGATIONS OF CONTRACTOR

1. Contractor agrees that its responsibilities under this Agreement shall include the following activities:
    a. Attending any training requested by the Government and/or its Sponsor;
    b. Assisting in day to day activities of Summer Youth Program.
    c. Timely completion of any reports requested by the Government and/or its Sponsor.

2. Contractor agrees to comply with all terms of the Government's Model, which is attached hereto and incorporated herein by reference. The Contractor understands and agrees that the failure to comply with the Model is a material breach of this Agreement, and in the event of such a material breach, the Government may immediately terminate this Agreement without providing advance notice to the Contractor as may be required elsewhere in this Agreement.

3. Contractor agrees it shall not distribute any materials bearing the Government's Logo or that of its Sponsor without prior authorization from Government.

SECTION II

OBLIGATIONS OF GOVERNMENT

1. On a mutually agreeable date(s) after the effective date of this Agreement, Government agrees to pay Contractor a biweekly stipend of $1,500.00. The total amount paid to Contractor shall not exceed $6,000.00 during the initial "Term" of this Agreement as defined in Section III below.

2. Government agrees to provide training to the Contractor on how to implement its Model.

SECTION III

GENERAL CONDITIONS

1. This Agreement shall be effective from June 3, 2025, through July 24, 2025 ("Term").

2. This Agreement may be terminated by either party for any reason upon five (5) written days notice to the other party. In the event of termination, the Contractor shall be paid in full for all services performed to the date of such termination in accordance with this Agreement.

3. The Government acknowledges and agrees that this Agreement shall not in any way interfere with or prevent the engagement of the Contractor in other employment, presently or otherwise.

4. The Contractor acknowledges that he/she is an independent contractor under this Agreement and not any employee of the Government for any purpose. 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.

5. The Contractor is solely responsible for his or her conduct and actions while performing services under this Agreement and understands that the Government will not indemnify, defend, or hold him or harmless from liability should a claim or action be brought against the Government or Sponsor.

6. 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.

7. This Agreement represents the entire and integrated agreement between the Government and the Contractor and supersedes all prior negotiations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Contractor and the Government.

8. This Agreement shall be governed by the laws of the Commonwealth of Kentucky.

[INTENTIONALLY LEFT BLANK. SIGNATURE PAGE TO FOLLOW]

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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

BY: Linda Gorton
Linda Gorton, Mayor

ATTEST:
Clerk of the Urban County Council

Deputy

CONTRACTOR

BY:
NAME: Evangheorg Romero

123

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Everywhere Romero

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☑ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
2546 Lindenhurst Dr

6 City, state, and ZIP code
Lexington, KY 40509

Requester's name and address (optional)
One Lexington (LFUCG)
200 E Main Street
Lexington, Ky 40504

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
064 - 84 - 5576

or

Employer identification number
__ - _____

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ [signature] Date ▶ 5/21/2025

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0348-25

File ID:	0348-25	**Type:**	Resolution	**Status:**	Approved
Version:	1	**Contract #:**	117-2025	**In Control:**	Urban County Council
				File Created:	04/08/2025
File Name:	Memorandum of Agreement between FCPS and Division of Fire			**Final Action:**	05/08/2025

Title: A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute a MOA with Fayette County Public Schools, to establish guidelines for the EMT Program. [Div. of Fire and Emergency Management, Wells]

Notes: Please contact me at 859-707-2056 or via email with any questions.

RIO 4/23/25. MS

SAF in the CCO. Returned to Dawn via scans 5/9/2025. MS

Sponsors:		**Enactment Date:**	05/08/2025
Attachments:	Bluesheet Memo_FCPS_EMT Program_Wells, Fayette County Public Schools_Memorandum_EMT_Wells_2025, 348-25 4934-2346-0151 v.1.doc, R-187-2025	**Enactment Number:**	R-187-2025
Deed #:		**Hearing Date:**	
Drafter:	Dawn Morris	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	04/22/2025	Approved and Referred to Docket	Urban County Council	04/24/2025		Pass
1	Urban County Council	04/24/2025	Received First Reading	Urban County Council	05/08/2025		
1	Urban County Council	05/08/2025	Approved				Pass

Text of Legislative File 0348-25

Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute a MOA with Fayette County Public Schools, to establish guidelines for the EMT Program. [Div. of Fire and Emergency Management, Wells]

Summary

Authorization to enter into an MOA with Fayette County Public Schools (FCPS) to establish guidelines and responsibilities for the clinical education component and off-campus experiences for students enrolled in the Emergency Medical Technician (EMT) Program **t**hrough FCPS. No Budgetary impact. (L0348-25)(Wells/Armstrong)

Budgetary Implications [select]: NO

Advance Document Review:

Law: {Yes, Completed by Michael Sanner, [04/07/2025]}

Risk Management: {No}

Fully Budgeted [select]: Yes/No/Partial

Account Number:

This Fiscal Year Impact: $

Annual Impact: $

Project:

Activity:

Budget Reference:

Current Balance:

MAYOR LINDA GORTON

LEXINGTON

Jason G. Wells
Fire Chief

TO: Mayor Linda Gorton
Honorable Members, Urban County Council

FROM: Jason G. Wells, Fire Chief

CC: Commissioner Kenneth Armstrong
Department of Public Safety

DATE: April 8, 2025

SUBJECT: Memorandum of Agreement- Fayette County Public Schools

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Request:

The Division of Fire and Emergency Services requests authorization to enter into a Memorandum of Agreement with Fayette County Public Schools (FCPS) to establish guidelines and responsibilities for the clinical education component and off-campus experiences for students enrolled in the Emergency Medical Technician (EMT) Program through FCPS. This includes student ride time on ambulances and other supervised educational opportunities designed to fulfill EMT program requirements.

Why are you requesting?

The agreement establishes a partnership between Fayette County Public Schools and the Lexington Division of Fire and Emergency Services to provide clinical ride-time experience for eligible EMT students.

Under the terms of the agreement, the school district will identify qualified students and be responsible for planning student experiences in consultation with the Division. Students must comply with all department policies and provide the necessary documentation, including proof of liability coverage.

This agreement is effective upon execution, renewable annually, and may be terminated by either party with 90 days' written notice. Students participating in the clinical experiences at the time of termination will be allowed to complete their educational requirements at the facility, not to exceed six months.

Budgetary Implication: None

Advance Document Review:

Law: Yes, Michael Sanner

Risk Management: No

Are the funds budgeted? N/A

File Number: 0348-25

Director/Commissioner: Wells/Armstrong

Please fill out the entire form. Contracts sent to the John D. Price Building for signatures are subject to a 10-day turnaround. Please plan accordingly. Signed copies to be kept in the originating office.

AGREEMENT SUMMARY FORM

Person Sending Agreement to Legal: Dr. Meghan Wood
Vendor Name/Number: Lexington-Fayette Urban County Government
Topic of Agreement: Student learning through ride time
Amount of Agreement: NA Org: Obj: Proj:
Type of Agreement:
MOI/MOA

Specifications:

- Related to Software **(Requires Data Sharing Agreement)**
  - If yes, Incident IQ ticket number_____
- Related to an Extended Field Trip Request

(Charter buses, out of town/overnight trips)

  - Extended Field Trip Request Sent On:
- Over $40,000 **(Requires Board Approval)**
  - If yes, is this a grant? YES NO
  - If yes, was a bid/RFP solicited or do you have a determination number? YES NO
    If yes, attach the determination sheet or bid/RFP tabulation sheet.
    If no, contact the Purchasing Department.
  - Do you need the original back? YES NO

***An Executive Summary Form must accompany this form if the contract is over $40,000. Contracts will not be added to the board agenda without a completed Executive Summary Form.**

Any contractor permitted access to school grounds on a regularly scheduled and continuing basis pursuant to a written agreement providing services directly to a student or students as part of a school-sponsored program or activity must submit to a national and state criminal history background check by the Department of Kentucky State Police and the Federal Bureau of Investigation and a Child Abuse and Neglect background check provided by the individual, from the Cabinet for Health and Family Services ("CHFS") stating the contractor is eligible to hire prior to beginning work.

Contractors must register at https://dna.fcps.net/Contractors before beginning work. For more information, please visit https://www.fcps.net/contractors or call the FCPS Application Center at (859) 381-4190.

PLEASE SEND ALL CONTRACTUAL AGREEMENTS TO:
EMILY PALMER OR CAROLINE HELLARD IN THE LEGAL OFFICE

MEMORANDUM OF AGREEMENT

THIS AGREEMENT is made and entered into this day by and between **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT** (existing under the laws of the Commonwealth of Kentucky, (hereinafter referred to as **"AFFILIATING AGENCY"**) and **FAYETTE COUNTY PUBLIC SCHOOLS, KENTUCKY** (hereinafter referred to as **"SCHOOL"**).

Purpose: The purpose of this agreement is to establish guidelines and responsibilities for the clinical education component and/or off-campus educational experiences for students in the Fayette County Public Schools' EMT Program.

General Responsibilities:

1. The school does not discriminate based on race, color, religion, national origin, marital status, disability, gender, sexual orientation, age, or political affiliation.
2. Student assignments planned by the instructor in consultation with the appropriate supervisory personnel will be designed to meet the educational needs of the students in accordance with the available opportunities and experiences.
3. Clinical schedules and/or off campus educational experiences shall be in accordance with the School's and the Affiliating Agency's standard operating procedures.
4. It is understood and agreed to by all parties that students and faculty of the school system are not employees or agents of the Affiliating Agency. As such, they are not entitled to wages, workers' compensation, medical or liability insurance, or any other employee benefits for activities related to the clinical experience provided for under this agreement.
5. Students are not entitled to jobs with the Affiliating Agency upon program completion.
6. School and Affiliating Agency shall establish the eligibility parameters for student participation in the clinicals and these parameters will be reviewed annually.

School Responsibilities:
Faculty Will:

1. Become familiar with the Affiliating Agency and its policies prior to activation of student experiences;
2. Be responsible for planning student experiences in consultation with appropriate agency representatives;
3. Be responsible for supervising and/or coordinating student experiences to facilitate optimum client care, evaluation of student performance is ultimately the responsibility of the instructor of record;
4. Assist with the orientation of agency personnel to the aims, objectives and educational methods of the EMT Program;
5. Be covered, and require students to be covered by limited professional liability and general liability insurance with minimum limits of $2,000,000.00 per occurrence and $4,000,000.00 aggregate while assigned to the clinical areas of the Affiliating Agency;
6. Provide student orientation to and require compliance with standards of conduct and dress set by the Affiliating Agency;
7. Require students to have health screening and evaluations required by the Affiliating Agency prior to beginning in the facility;
8. Remove without notice any student from the clinical area for violation of the Affiliating Agency's policies, standards or procedures when such violations present a danger to patients, staff, visitors, or the premises;
9. Provide training to the student prior to assignment to the clinical area in the U.S. Occupational Safety and Health Administration (OSHA) guidelines on bloodborne pathogens and the use of standard precautions and the HIPAA privacy requirements;
10. Plan with agency representatives to evaluate the program as needed and,
11. If required by the Affiliating Agency, conduct criminal background checks and/or drug screening on all students and verify negative status of the Kentucky Board of Nursing Abuse check on all students if applicable prior to the clinical date.

Affiliating Agency Responsibilities
Affiliating Agency will:

1. Serve as a laboratory in which students may be assigned for educational purposes;
2. Provide staff time for planning with faculty for suitable student experiences;
3. Provide faculty orientation to the Agency's setting and its polices;
4. Retain full responsibility for the care of patients;
5. Provide personal protective equipment, e.g. gloves, masks, etc., to students to enable them to practice standard precautions and other safety procedures, and
6. Render any necessary emergency care to students as is available onsite. Students are responsible for any cost incurred unless and until another party is found to be responsible.

Duration and Review

This Memorandum of Agreement shall be effective from the date of its execution and shall be reviewed annually. Subject to such revisions as are mutually agreeable at the time of annual review, the agreement is automatically renewable each year subject to termination by either party. Either party may terminate the agreement at the end of any year (as measured from the date of the execution) upon written notice of at least ninety (90) days in advance.

Students participating in a clinical affiliation and/or off-campus educational experience at a facility at the time of notice of termination shall be given the opportunity to complete their educational experiences at the facility, such completion shall not exceed six months.

Mayor of Lexington-Fayette Urban Government

Date

3-27-25

Dr. Bill Bradford
FCPS Assistant Superintendent

hools Signature

Date

ADDENDUM

1. It is the school's responsibility to require each student to be in compliance with State regulations for communicable disease vaccinations, including diphtheria/tetanus toxoid (every ten years) and measles (after 1980). Also, students must have received a negative tuberculosis PPD skin test (Mantoux) within the past year, and a Hepatitis B vaccination or declination (to be paid by the student). The student must have this completed before beginning the program and authorize the release of this medical information to the Facility prior to the clinical experience. Students must know Body Substance Isolation as recommended by the Centers for Disease Control (CDC) and have Bloodborne Pathogens Standard regulations. Vaccination, skin testing and training records will be provided to the facility upon request.

2. In the event of injury and/or illness to school faculty, student, and/or clinical supervisor while participating in the clinical experience which requires immediate medical attention for the individual, the individual will be referred by the clinical instructor to the emergency room of the facility and/or to the individual's private physician for follow up care, if necessary. Documentation of the illness or injury will be forwarded to the school upon request with the individual.

3. The school agrees to ensure that the assigned student has appropriate health insurance and professional liability insurance at a rate of $2,000,000 per occurrence, $4,000,000 in the aggregate, and provide documentation of the same to the hospital. Students shall be responsible for their own medical expenses.

4. Any information concerning a patient's condition, treatment, personal affairs of records shall be kept confidential. Students must be frequently reminded of their responsibility for protecting patient information. It is the school's responsibility to make the student aware that even casual conversation with other employees, students or faculty members may be overheard, thereby violating the patient's right to privacy. Not only is the release of patient information (deliberate or accidental) unethical, but also could subject the student, school, and the facility to legal charges.

WAIVER AND STATEMENT OF UNDERSTANDING

I, _____, having applied for enrollment in the EMT Program offered by Fayette County Public Schools, I understand and agree to the following:

1. STUDENTS PARTICIPATING IN THIS PROGRAM MAY BE EXPOSED TO SITUATIONS OR SUBSTANCES THAT COULD ENDANGER THEIR HEALTH OR SAFETY, AND I AGREE TO HOLD THE FAYETTE COUNTY BOARD OF EDUCATION, ITS MEMBERS, AND EMPLOYEES OF THE FAYETTE COUNTY SCHOOL DISTRICT, HARMLESS FROM ANY INJURIES RESULTING FROM MY PARTICIPATION IN CLINICAL EXPERIENCES AT AN AFFILIATING CLINIC OR AGENCY (AN AFFILIATING CLINIC OR AGENCY IS DEFINED AS ONE WHICH HAS CONTRACTED WITH THE FAYETTE COUNTY BOARD OF EDUCATION TO PROVIDE CLINICAL EXPERIENCE FOR STUDENTS PARTICIPATING IN A HEALTHSCIENCE PATHWAY, EXCEPT FOR SUCH INJURIES AS ARE CAUSED BY NEGLIGENCE OF FAYETTE COUNTY SCHOOL DISTRICT EMPLOYEES.

2. The program requires a period of assigned, guided clinical experience in long-term care nursing facilities in addition to classroom content.

3. This clinical experience is assigned by the instructors for its educational value and no payment (wages) will be earned or expected.

4. I will be a guest within the clinical facility and will conduct myself accordingly. All known rules and regulations of the facility will be followed.

5. For educational purposes and practice on "live" models, I consent in allowing other students to practice procedures upon me, as I will practice these same procedures on them under the guidance and direct supervision of my instructor. The nature and educational objective of these procedures will be explained to me. No guarantees or assurances will be given by anyone as to any problem that might be incurred as a result of these procedures.

6. I will adhere to the policies, rules and regulations of the affiliating agency or clinic, the Fayette County Board of Education, specifically including the Student Code of Conduct for the Fayette County Public Schools. I understand my failure to adhere to any of these policies and rules may result in my dismissal from the program. I further realize the utmost importance of regular attendance and being in class in time to receive the clinical experiences provided.

7. INFORMATION REGARDING A PATIENT OR FORMER PATIENT IS CONFIDENTIAL AND IS TO BE USED ONLY FOR CLINICAL PURPOSES WITHIN AN EDUCATIONAL SETTING.

8. I may come in contact with the ill and disabled in institutional settings, and I may be required to work with clinical specimens, I UNDERSTAND, THEREFORE, THAT I WILL BE RESPONSIBLE FOR FOLLOWING CERTAIN SPECIFIED SAFETY PRECAUTIONS.

9. The educational experience and knowledge gained during the program do not necessarily entitle me to a job.

10. Any action on my part inconsistent with the above requirements may warrant suspension of my training.

11. The Fayette County Board of Education does not have any policy of insurance that would cover medical expenses or costs for injuries incurred while participating in the program.

12. The clinical facility is not responsible for any medical expenses of students participating in the program.

13. The Fayette County Board of Education recommends that all students participating in this program have medical and hospitalization insurance.

I HAVE READ THE ABOVE AND AGREE TO THESE CONDITIONS FOR ENROLLMENT.

_____ _____

Date **Student Signature**

To be signed by the legal guardian if the student is a minor:

As legal guardian of _____, I agree to his/her participation in the clinical experience provided at affiliating agencies or clinics. I understand the identity of the affiliating agencies or clinics may vary during my child's participation in this program. I further understand and agree to all conditions set out in this document.

_____ _____

Date **Parent/Guardian Signature**

RESOLUTION NO. ____-2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A MOA WITH FAYETTE COUNTY PUBLIC SCHOOLS, TO ESTABLISH GUIDELINES FOR THE EMT 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 MOA, which is attached hereto and incorporated herein by reference, with Fayette County Public Schools, to establish guidelines for the EMT Program.

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

PASSED URBAN COUNTY COUNCIL:

_____
MAYOR

ATTEST:

_____
CLERK OF URBAN COUNTY COUNCIL
348-25:MRS: 4934-2346-0151, v. 1

RESOLUTION NO. 187 -2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A MOA WITH FAYETTE COUNTY PUBLIC SCHOOLS, TO ESTABLISH GUIDELINES FOR THE EMT 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 MOA, which is attached hereto and incorporated herein by reference, with Fayette County Public Schools, to establish guidelines for the EMT Program.

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

PASSED URBAN COUNTY COUNCIL: May 8, 2025

Linda Gorton
MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

348-25:MRS: 4934-2346-0151, v. 1

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0356-25

File ID: 0356-25 **Type:** Resolution **Status:** Approved

Version: 1 **Contract #:** 223-2022 **In Control:** Urban County Council

File Created: 04/10/2025

File Name: Lexington JOBS Fund Amendment to the Loan Agreement with Space Tango, LLC **Final Action:** 05/08/2025

Title: A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute the First Amendment to the Loan Agreement, and any related documents, with Space Tango, LLC, to reduce the loan amount from $250,000 to $187,500. [Mayor's Office, Atkins]

Notes: RIO 4/23/2025

SAF in the CCO. Returned to Troy Black via IOM 5/9/2025. MS

Sponsors:

Enactment Date: 05/08/2025

Attachments: Space Tango Blue Sheet 4 10 25 B, FIRST AMENDMENT TO LOAN AGREEMENT 4906-1487-6188 v.1, RESO 356-25- First Amendment Jobs Fund Space Tango 4918-3392-9786 v.1.docx, R-188-2025

Enactment Number: R-188-2025

Deed #:

Hearing Date:

Drafter: Troy Black

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	04/22/2025	Approved and Referred to Docket	Urban County Council	04/24/2025		Pass
1	Urban County Council	04/24/2025	Amended		04/24/2025		Pass
1	Urban County Council	04/24/2025	Received First Reading	Urban County Council	05/08/2025		
1	Urban County Council	05/08/2025	Approved				Pass

Text of Legislative File 0356-25

Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute the First Amendment to the Loan Agreement, and any related documents, with Space Tango, LLC, to reduce the loan amount from $250,000 to $187,500. [Mayor's Office, Atkins]

Summary

Authorization to execute a First Amendment to the Lexington JOBS Fund Loan Agreement with Space Tango, LLC to lower the loan amount from $250,000 to $187,000 to reflect Space Tango, LLC's increased profitability and their decision to avoid taking on additional debt. The final loan disbursement will be $125,000 in FY 25. Funds are Budgeted. (L0356-25)(Atkins)

Budgetary Implications [select]: Yes

Advance Document Review:

Law: { Yes, Completed by [Evan Thompson, 4/10/2025}

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

Fully Budgeted [select]: Yes

Account Number: NA

This Fiscal Year Impact: decrease $62,500

Annual Impact: $

Project:

Activity:

Budget Reference:

Current Balance:

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

FROM: **Amy Glasscock**
Director of Business Engagement

DATE: **April 8, 2025**

SUBJECT: **Lexington JOBS Fund Amendment to the Loan Agreement with Space Tango, LLC**

REQUEST:
Authorization to execute a Lexington JOBS Fund First Amendment to the Loan Agreement with Space Tango, LLC to lower the loan amount from $250,000 to $187,500.

REASON FOR REQUEST:
The Lexington Economic Development Investment Board reviewed an amendment to the Space Tango, LLC Loan Agreement at their meeting on April 1, 2025. The Board unanimously approved the amendment requested by Space Tango, reducing the loan amount from $250,000 to $187,500. This adjustment reflects Space Tango, LLC's increased profitability and their decision to avoid taking on additional debt. The final loan disbursement will be $125,000.

WHAT IS THE COST IN THIS BUDGET YEAR AND FUTURE BUDGET YEARS?
The cost for this FY is: $62,500
The cost for future FY is: N/A

ARE THE FUNDS BUDGETED?
The funds are budgeted.
Account number: 1144-136101-0001-78103.

DIRECTOR/COMMISSIONER: Amy Glasscock/Kevin Atkins

FIRST AMENDMENT TO LOAN AGREEMENT

THIS FIRST AMENDMENT TO THE LOAN AGREEMENT ("Amendment"), dated as of this _____ day of _____, 2025, is made by and between **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT** , an urban county government created pursuant to KRS Chapter 67A, whose principal address is 200 East Main Street, Lexington, Kentucky 40507 ("LFUCG"); **SPACE TANGO, LLC** a Kentucky corporation, whose principal address is 611 Winchester Road, Lexington, KY 40505 ("Borrower" or "Company"); **TWYMAN CLEMENTS**, 700 West Short Street, Lexington, KY 40508 ("Guarantor").

W I T N E S S E T H:

WHEREAS, LFUCG, the Borrower, and the Guarantor (collectively, "the Parties") entered into a certain Loan Agreement dated October 28, 2022, and related documents ("Agreement"), which are attached and incorporated herein as **Exhibit A**.

WHEREAS, the Parties wish to reduce the amount of the Loan, as the term is defined in the Agreement.

WHEREAS, in accordance with Section 8.8 of the Agreement, LFUCG, Borrower, and Guarantor desire to memorialize an amendment to the Agreement.

NOW, THEREFORE, in consideration of the promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the following:

1. All terms used and not otherwise defined in this Amendment shall have the respective meanings ascribed to them in the Agreement.

2. The Recital as provided in the Agreement shall be amended to read as follows:

This Loan Agreement provides for a loan in the amount one hundred eighty-seven thousand five hundred dollars and zero cents (**$187,500.00)** from LFUCG to Space Tango, LLC (hereinafter the "Borrower" or the "Company"), pursuant to Ordinance No. 153-2013 and its Jobs Fund Program as authorized by the Urban County Council in Resolution No. 745-2014. In order to induce LFUCG to enter into this Loan Agreement and to make the loan, the Borrower is willing and desires to make the warranties, covenants, and agreements contained and set forth herein.

3. The definition of "Loan" as provided in Section 1 of the Agreement shall be amended to read as follows:

> "Loan" shall mean the loan in the principal amount of $187,500.00 from LFUCG to the Borrower as further provided in Section 2 of this Loan Agreement, as evidenced by the Note attached as Exhibit C to this Agreement.

4. Section 2.1 of the Agreement shall be amended to read as follows:

2.1 Amount. The principal amount of the Loan shall be up to a maximum amount of one hundred eighty-seven thousand five hundred dollars and zero cents (**$187,500.00)** as evidenced by the Note attached hereto and made a part hereof as Exhibit C.

5. Section 2.3 of the Agreement shall be amended to read as follows:

2.3 Disbursement. Disbursements of proceeds of the Loan shall be made by LFUCG to the Borrower in two draws. The first draw shall be one hundred twenty-five thousand dollars and zero cents ($125,000) upon activation of the incentive and the hiring the first four (4) employees. The second draw shall be sixty-two thousand five hundred dollars and zero cents ($62,500) upon the receipt of a properly completed and executed Request for Disbursement, which shall be submitted no less than ten (10) days prior to the date requested for the disbursement, and to which shall be attached documentation verifying that at least three (3) additional employees have been hired since the prior request for disbursement. Provided, however, that no more than one draw may be made in any thirty (30) day period. Notwithstanding the preceding, no disbursements shall be made unless (i) this Agreement and all attachments hereto have been properly executed by the appropriate parties and returned to LFUCG (ii) all parties have satisfied the conditions precedent to the Loan set forth in Article 7 of this Agreement and in each of the other Loan Documents, (iii) the Company has complied with the Jobs and Wage Requirements in accordance with job creation schedule outlined in Exhibit B to the date of the reimbursement request, and (iv) LFUCG has received properly completed and executed copies of Exhibits A and D not less than ten (10) days prior to the date requested for the disbursement, to which shall be attached any supporting documentation requested by LFUCG. The Parties understand that all funds provided in 2.1 have been disbursed to the Borrower as of the date of this First Amendment and that the Borrower shall not be entitled to additional funds under this Agreement.

6. The Parties understand that LFUCG is unwilling to amend the subject loan unless the undersigned Guarantor shall continue to absolutely and unconditionally, and jointly and severally guaranty to LFUCG the payment and performance of the obligations of the Company as set forth in the Loan Agreement, as amended, and the Note, as provided in the Guaranty Agreement (Exhibit E to the Agreement). In consideration of the promises contained herein, and other good and valuable consideration, the Guarantor does hereby reaffirm and acknowledge his continuing obligations under the Guaranty Agreement originally executed on or about September 14, 2022, pursuant to which he absolutely and unconditionally guaranteed to LFUCG the full and prompt payment and performance, when due, whether at stated maturity, acceleration or otherwise, of all obligations of the Borrower under: (i) that Note dated September 14, 2022, and amendments thereto, whether for principal, interest, fees, expenses or otherwise, and (ii) that Loan Agreement dated October 28, 2022, and amendments thereto, and (iii) all other Loan Documents, and amendments thereto (collectively, the “Obligations”). The Guaranty also continues to guarantee payment of all expenses incurred in enforcing the Loan Documents, including the Guaranty. The Guarantor acknowledges and agree that nothing contained in the First Amendment to the Loan Agreement shall release, discharge, modify, change or affect the

original liability of the Guarantor under the Guaranty Agreement. The Guaranty shall continue in full force and effect until the Obligations have been satisfied in full.

7. In the event of a conflict between the terms of this Amendment and the terms of the Agreement, this Amendment shall control. All other terms of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the Lexington-Fayette Urban County Government, the Borrower, and the Guarantor have executed this First Amendment to the Loan Agreement as of the day, month and year first above written.

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: _____

Printed Name: Linda Gorton

Title: Mayor

ATTEST:

_____
Council Clerk

COMPANY:

SPACE TANGO, LLC

By: _____

Printed Name: _____

Title: _____

_____
TWYMAN CLEMENTS,
Individually, and as personal guarantor for SPACE TANGO, LLC

COMMONWEALTH OF KENTUCKY)
)
COUNTY OF _____)

The foregoing First Amendment to the Loan Agreement was sworn to, subscribed and acknowledged before me on this ___ day of _____, 2025, by _____ of **Space Tango, LLC**, for and on behalf of said company, which is registered to do business in Kentucky.

_____
Notary Public
My commission expires: _____
Notary # _____

COMMONWEALTH OF KENTUCKY)
)
COUNTY OF _____)

The foregoing First Amendment to the Loan Agreement was subscribed, sworn to and acknowledged before me by **TWYMAN CLEMENTS**, individually and as a guarantor, this the____day of _____, 2025.

_____
Notary Public
My commission expires: _____
Notary # _____

4906-1487-6188, v. 1

EXHIBIT C

AMENDED PROMISSORY NOTE

Borrower: Space Tango, LLC, of 611 Winchester Road, Lexington, KY 40505 (the "Borrower")
LFUCG: Lexington-Fayette Urban County Government of 200 E. Main St, Lexington, KY, 40507 (the "LFUCG")
Principal Amount: $187,500.00 USD

1. FOR VALUE RECEIVED, the Borrower promises to repay to the LFUCG the principal advanced to Borrower pursuant to the terms of the Loan Agreement entered into by the parties on _____, 2022, as amended, (the "Loan Agreement"), up to the maximum sum of $187,500.00 USD, plus any penalty, interest, costs, fees, charges provided for in the Loan Agreement.

2. Interest will be assessed at a rate of THREE AND TWENTY-FIVE HUNDREDTHS PERCENT (3.25%) of the outstanding principal per annum. However, should an Event of Default occur under the terms of the Loan Agreement, additional interest in an amount of twelve percentage points (12%) per annum may be assessed at the sole discretion of LFUCG.

3. Should an Event of Default occur under the terms of the Loan Agreement, the LFUCG shall have the right, in its sole discretion, to declare the entire remaining amount of the principal and interest immediately due and payable. In the case of the Borrower's default and the acceleration of the amount due by the LFUCG all amounts outstanding under this Note will bear interest of 12 percentage points (12%) per annum from the date of demand until paid.

4. At any time while not in default under this Note or the Loan Agreement, the Borrower may pay the outstanding balance then owing under this Note, together with accrued interest thereon, to the LFUCG.

5. All costs, expenses, and expenditures, including and without limitation the complete legal costs incurred by the LFUCG in enforcing this Note or the Loan Agreement as a result of any default by the Borrower, will be added to the principal then outstanding and will immediately be paid by the Borrower. In the case of the Borrower's default and the acceleration of the amount due by the LFUCG all amounts outstanding under this Note will bear additional interest of twelve percentage points (12%) per annum from the date of demand until paid.

6. If any term, covenant, condition, or provision of this Note is held by a court of competent jurisdiction to be invalid, void, or unenforceable, it is the

parties' intent that such provision be reduced in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable and the remainder of the provisions of this Note will in no way be affected, impaired, or invalidated as a result.

7. This Note will be construed in accordance with and governed by the laws of the Commonwealth of Kentucky.

8. This Note will ensure to the benefit of and be binding upon the respective heirs, executors, administrators, successors, and assigns of the Borrower and the LFUCG. The Borrower waives presentment for payment, notice of non-payment, protest, and notice of protest.

IN WITNESS THEREOF, the undersigned has executed this certificate in his/her capacity as _____ of Space Tango, LLC, a Kentucky Limited Liability Company, on this _____ day of _____, 2025.

Space Tango, LLC

By: _____
Printed Name: _____
Title: _____

COMMONWEALTH OF KENTUCKY)
)
COUNTY OF FAYETTE)

The foregoing Amended Promissory Note was sworn to, subscribed and acknowledged before me on this ___ day of _____, 2025, by _____ of Space Tango, LLC, for and on behalf of said company, which is registered to do business in Kentucky.

_____
Notary Public
My commission expires: _____

4916-3330-5372, v. 1

RESOLUTION NO. _____ - 2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE THE FIRST AMENDMENT TO THE LOAN AGREEMENT, AND ANY RELATED DOCUMENTS, WITH SPACE TANGO, LLC, TO REDUCE THE LOAN AMOUNT FROM $250,000.00 TO $187,500.00.

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

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute the First Amendment to the Loan Agreement, attached hereto and incorporated herein by reference, and any related documents, with Space Tango, LLC, to reduce the loan amount from $250,000.00 to $187,500.00.

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

PASSED URBAN COUNTY COUNCIL:

_____
MAYOR

ATTEST:

_____
CLERK OF URBAN COUNTY COUNCIL
0356-25:EPT_4918-3392-9786, v. 1

RESOLUTION NO. 188 - 2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE THE FIRST AMENDMENT TO THE LOAN AGREEMENT, AND ANY RELATED DOCUMENTS, WITH SPACE TANGO, LLC, TO REDUCE THE LOAN AMOUNT FROM $250,000.00 TO $187,500.00.

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

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute the First Amendment to the Loan Agreement, attached hereto and incorporated herein by reference, and any related documents, with Space Tango, LLC, to reduce the loan amount from $250,000.00 to $187,500.00.

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

PASSED URBAN COUNTY COUNCIL: May 8, 2025

Linda Gorton
MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0356-25:EPT_4918-3392-9786, v. 1

MOTION TO AMEND

I move to amend Item # 38, under Resolutions-First Reading, relating to the execution of the First Amendment to the Loan Agreement with Space Tango, LLC, to replace reference of $187,000 to $187,500.

_____
Councilmember

Motion to be made at the April 24, 2025 Council Meeting.

NEW HEADING FOR COUNCIL CLERK TO READ

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute the First Amendment to the Loan Agreement, and any related documents, with Space Tango, LLC, to reduce the loan amount from $250,000.00 to $187,500.00.

4907-3152-3386, v. 1

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0366-25

File ID:	0366-25	**Type:**	Ordinance	**Status:**	Approved
Version:	1	**Contract #:**		**In Control:**	Urban County Council
				File Created:	04/11/2025
File Name:	Approve Re-Establishing and Continuing the Downtown Lexington Management District			**Final Action:**	05/08/2025

Title: An Ordinance re-establishing and continuing, pursuant to KRS 91.750, *et seq.,* the "Downtown Lexington Management District", previously created and established pursuant to Ordinance No. 52-2015 and previously re-established pursuant to Ordinance No. 32-2020, and providing for its boundaries; a fifteen member board, the requirements and appointing process for board members, and their term limits; the powers of the board; a fiscal year commencing on July 1st, the undertaking of economic improvements by the board; a Budget and audit process; an affirmative action plan; public information; an assessment not to exceed $.10 of $100 of the assessed property value for each assessed property within the district; a contesting and appeal process; liens; an annual report to property owners; ethical requirements on board members; termination of the District on July 1, 2035 unless re-established by the Urban County Council in accordance with state statute; board guidelines; Contracting requirements; management, marketing, and administration; reporting requirements; an advisory Council to the Board; severability; all effective upon date of passage. [Mayor's Office, Atkins]

Notes:

Sponsors:		**Enactment Date:**	05/08/2025
Attachments:	DLMD Blue Sheet April 2025, DLMD-Map.jpg, ORD 366-25- DLMD Establishing Ordinance 4885-3445-9067 v.3.docx, O-030-2025	**Enactment Number:**	O-030-2025
Deed #:		**Hearing Date:**	
Drafter:	Troy Black	**Effective Date:**	

History of Legislative File

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

1	Urban County Council Work Session	04/22/2025	Approved and Referred to Docket	Urban County Council	04/24/2025	Pass
1	Urban County Council	04/24/2025	Received First Reading	Urban County Council	05/08/2025	
1	Urban County Council	05/08/2025	Approved			Pass

Text of Legislative File 0366-25

Title

An Ordinance re-establishing and continuing, pursuant to KRS 91.750, *et seq.,* the "Downtown Lexington Management District", previously created and established pursuant to Ordinance No. 52-2015 and previously re-established pursuant to Ordinance No. 32-2020, and providing for its boundaries; a fifteen member board, the requirements and appointing process for board members, and their term limits; the powers of the board; a fiscal year commencing on July 1st, the undertaking of economic improvements by the board; a Budget and audit process; an affirmative action plan; public information; an assessment not to exceed $.10 of $100 of the assessed property value for each assessed property within the district; a contesting and appeal process; liens; an annual report to property owners; ethical requirements on board members; termination of the District on July 1, 2035 unless re-established by the Urban County Council in accordance with state statute; board guidelines; Contracting requirements; management, marketing, and administration; reporting requirements; an advisory Council to the Board; severability; all effective upon date of passage. [Mayor's Office, Atkins]

Summary

Authorization to re-establish and continue the Downtown Lexington Management District (DLMD) for a period of 10-years through July 1, 2035. The DLMD was originally established in 2015 per Ordinance 52-2015 and renewed in 2020 per Ordinance 32-2020. No Budgetary impact. A public hearing is required and requested for May 8, 2025, meeting prior to the second reading of the Ordinance. (L0366-25)(Atkins)

Budgetary Implications [select]: NO

Advance Document Review:

Law: { Yes, Completed by [Evan Thompson, 4/11/2025]}

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

Fully Budgeted [select]: NA

Account Number:

This Fiscal Year Impact: NA

Annual Impact: NA

Project:

Activity:

Budget Reference:

Current Balance:

TO: **Linda Gorton**
Mayor

FROM: **Kevin Atkins**
Chief Development Officer

DATE: **April 14, 2025**

RE: **Approve Re-Establishing and Continuing the Downtown Lexington Management District**

Request:
Approval to re-establish and continue the Downtown Lexington Management District (DLMD). Approval will allow the district to continue for a period of 10-years through July 1, 2035. The DLMD was originally approved for 5-years pursuant to Lexington-Fayette Urban County Government Ordinance 52-2015. DLMD was approved to continue for an additional 5-years pursuant to Lexington-Fayette Urban County Government Ordinance 32-2020.

We also request Urban County Council schedule the required public hearing for your May 8, 2025, meeting prior to the second reading of the ordinance.

Why are you requesting:
KRS 91.750 governs the establishment of management districts in Kentucky. The statute permits the Lexington-Fayette Urban County Government through an ordinance adopted by Urban County Council to establish a management district only after at least 33% of owners of real property who represent 51% of the assessed value of property within the proposed boundary have signed a petition indicating that they are in favor of creation of the district. The Mayor's office has reviewed the submitted petitions and is satisfied they meet the minimum requirements of KRS 91.754. The petitions received represent 51% of the owners of real property and more than 60% of the assessed value within the district.

In 2015, the Council approved Ordinance 52-2015 establishing the DLMD for a period of 5-years. In 2020, the Council approved continuing the DLMD pursuant to Ordinance 32-2020 for an additional 5-year period. The request would approve the re-establishment and continuation of the DLMD for a period of 10-years, terminating on July 1, 2035, unless re-established by the Urban County Council in accordance with Kentucky state statute.

What is the cost in this budget year and future budget years?
The cost for FY2025 is: N/A

The cost for future FY is: N/A

Are the funds budgeted?

N/A

Director/Commissioner:

Kevin Atkins


SPEIGLE HEIGHTS
NORTHSIDE DISTRICT
DAVIS/DAVIS BOTTOMS
BELL COURT
Lexington
Rupp Arena
Singletary Center for the Arts
W High St
W Main St
W Vine St
E Main St
E Vine St
E Third St
E 2nd St
E Fifth St
E 6th St
W 3rd St
W 2nd St
N Upper St
S Broadway
S Mill St
S Upper St
S Limestone
Rand Ave
Maple Ave
Ohio St
Race St
Corral St
Midland Ave
Forest Ave
Stone Ave
Rose St
Colfax St
Scott St
Elm Tree Ln
Chestnut St
Nelson Ave
Jefferson St
Church St
Short St
Pine St
Spring St
Chair Ave
Bolivar St
Willard St
Harry St
Toner St
Eddie St
York St

ORDINANCE NO. ____- 2025

AN ORDINANCE RE-ESTABLISHING AND CONTINUING, PURSUANT TO KRS 91.750, *ET SEQ.,* THE "DOWNTOWN LEXINGTON MANAGEMENT DISTRICT", PREVIOUSLY CREATED AND ESTABLISHED PURSUANT TO ORDINANCE NO. 52-2015 AND PREVIOUSLY RE-ESTABLISHED PURSUANT TO ORDINANCE NO. 32-2020, AND PROVIDING FOR ITS BOUNDARIES; A FIFTEEN MEMBER BOARD, THE REQUIREMENTS AND APPOINTING PROCESS FOR BOARD MEMBERS, AND THEIR TERM LIMITS; THE POWERS OF THE BOARD; A FISCAL YEAR COMMENCING ON JULY 1ST, THE UNDERTAKING OF ECONOMIC IMPROVEMENTS BY THE BOARD; A BUDGET AND AUDIT PROCESS; AN AFFIRMATIVE ACTION PLAN; PUBLIC INFORMATION; AN ASSESSMENT NOT TO EXCEED $.10 OF $100 OF THE ASSESSED PROPERTY VALUE FOR EACH ASSESSED PROPERTY WITHIN THE DISTRICT; A CONTESTING AND APPEAL PROCESS; LIENS; AN ANNUAL REPORT TO PROPERTY OWNERS; ETHICAL REQUIREMENTS ON BOARD MEMBERS; TERMINATION OF THE DISTRICT ON JULY 1, 2035 UNLESS RE-ESTABLISHED BY THE URBAN COUNTY COUNCIL IN ACCORDANCE WITH STATE STATUTE; BOARD GUIDELINES; CONTRACTING REQUIREMENTS; MANAGEMENT, MARKETING, AND ADMINISTRATION; REPORTING REQUIREMENTS; AN ADVISORY COUNCIL TO THE BOARD; SEVERABILITY; ALL EFFECTIVE UPON DATE OF PASSAGE.

WHEREAS, on or about April 3, 2025, the Mayor received a formal request and petition to re-establish the management district previously created and established in a portion of downtown Lexington, Kentucky, pursuant to Lexington-Fayette Urban County Government Ordinance No. 52-2015 and previously re-established pursuant to Ordinance No. 32-2020; and

WHEREAS, the petition satisfies the minimum requirements for the re-establishment and continuation of a management district pursuant to KRS 91.754, and the Mayor has forwarded the petition to the Urban Council for further consideration; and

WHEREAS, the Urban County Council desires to create the requested management district as further provided herein.

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

Section 1 – That an official copy of the petition requesting the re-establishment and continuation of the district shall be maintained by the Council Clerk and is incorporated herein by reference.

Section 2 – That it is the intent of the Urban County Council that the Downtown Lexington Management District previously created and established by Lexington-Fayette Urban County Government Ordinance No. 52-2015 and previously re-established by Ordinance No. 32-2020, be and hereby is re-established and continued in full effect in all respects except for any changes as further provided herein.

Section 3 – That the Urban County Council accepts the determination of the Office of the Mayor that the petition satisfies the minimum requirements of KRS 91.754, and hereby re-creates and re-establishes a management district pursuant to applicable state statute as follows:

Section 1. Downtown Lexington Management District.

This Ordinance shall be referred to hereinafter as the revised "Downtown Lexington Management District Ordinance" or the "Ordinance".

Section 2. General Provisions.

A. District Established. There is re-established and continued pursuant to KRS 91.750 through 91.762 a management district to be known as the "Downtown Lexington Management District" (hereinafter referred to as "District"), which was originally established and created pursuant to Ordinance No. 52-2015, and re-established pursuant to Ordinance No. 32-2020, for the purpose of providing and financing economic improvements that specially benefit property within the District. The boundaries of the District are designated by the map in Attachment A which is incorporated by reference hereto and made a part of this Ordinance as if set out fully herein. The Urban County Council may only decrease the level of publicly funded services within the District in accordance with KRS 91.756(5).

B. Board of Directors. The District shall constitute a body corporate, with the power to contract and be contracted with. The affairs of the District shall be managed and controlled by a Board of Directors composed of not more than fifteen (15) members, who shall be appointed for four (4) year terms, and who shall be eligible for reappointment to one (1) additional four (4) year term (referred to hereinafter as the "Board"). At least ten (10) of the total number of Board members shall either be property owners or tenants within the District or representatives of property owners within the District as further provided by statute and below. An ex officio member shall not count towards the above requirement even if he or she owns property within the District. Members of the Board shall be appointed as follows:

(1) The Mayor, with approval of the Urban County Council, shall appoint the members of the Board. The makeup of the Board shall be comprised as follows:

(a) At least one (1) Board member shall be an owner or designee of a retail business within the District;
(b) At least one (1) Board member shall be an owner of a residential property within the District or their permanent designee;
(c) At least three (3) Board members shall be owners of an office building(s) within the District or their permanent designees;
(d) At least one (1) Board member shall be a parking facility owner within the District or his permanent designee;
(e) At least two (2) Board members shall be owners or their designees from the hospitality/entertainment sector within the District (e.g., an owner or an owner's designee whose property houses a restaurant, food service or hotel/lodging facility;
(f) At least two (2) Board members shall be tenants representing the owners of properties within the District; and
(g) At least two (2) Board members shall be at-large representatives who either reside in or work within the district.

(2) Ex officio members of the Board shall be as follows:

(a) The Mayor, or his or her permanent designee; and
(b) The Urban County Council member representing the area comprising the Management District and an At-Large Urban County Council member designated by the Mayor.

(3) All members of the Board of Directors, including ex-officio members, shall have the right to vote.

(4) Appointed Board members shall serve four (4) year terms.

(5) Any member of the Board appointed by the Mayor may be removed by the Mayor for cause. Any member of the Board may be removed by the Mayor for violation of the rules, regulations or operating procedures adopted by the Board of Directors if the removal is recommended by a majority of the members of the Board.

(6) A vacancy on the Board shall be filled in the same manner as the original appointment for the unexpired term.

(7) An officer of the Downtown Lexington Partnership, the Downtown Lexington Corporation or the Lexington Downtown Development Authority shall be prohibited from serving as the Chairperson or Vice-Chairperson of the District.

C. Advisory Board Members. The Board may choose to appoint up to three (3) additional advisory board members who shall be authorized to participate in meetings but not vote. Such members must be approved by a majority vote of the full Board and may not serve for a period of time exceeding two (2) consecutive years. Each such member must be appointed from a separate representation area from one of the designations included in par. B(1)(a) - (g), above.

D. Powers of Board.

(1) The Board shall have the right to transact business on behalf of the District immediately after the appointment of its members.

(2) The Board shall have full powers to name its organization and to make bylaws and rules for the regulation and management of the affairs of the District not inconsistent with the provisions of this Ordinance.

(3) The Board shall have all powers necessary and proper to conduct the affairs of the District not inconsistent with the provisions of this Section, including but not limited to:

(a) Preparing annually an Economic Improvement Plan (defined below) and budget;
(b) Implementing the Economic Improvement Plan;
(c) Making policy for operation of the District;
(d) Managing the fiscal affairs of the District;
(e) Incurring, in the aggregate, short-term and long-term debt in an amount not to exceed $500,000; and
(f) Such other powers as provided in KRS 91.750 through 91.762.

(4) The Board may contract with any person or entity determined by it to have the needed expertise to manage and administer the day-to-day operations of the affairs of the District or any portion thereof. A competitive process such as a formal Request for Proposal shall be utilized in selecting these services and the selection committee shall avoid any conflicts of interest.

(5) The Board may undertake the following economic improvements within the District:

(a) The promotion of commercial activity or public events;
(b) The planning, administration, and management of development or improvement activities;
(c) Landscaping, beautification, maintenance, and cleaning, of public ways and spaces;
(d) The conduct of activities in support of business recruitment and development;
(e) The provision of security for public areas;
(f) The construction and maintenance of capital improvements to public ways and spaces; and
(g) Any other economic improvement activity that specially benefits property within the District.

(6) The District will operate on a fiscal year basis as further provided herein. No later than two (2) months prior to the beginning of each year, the Board shall prepare and submit an annual budget for the District to the Urban County Council for its approval. The Board shall also deliver a copy of the annual Economic Improvement Plan to the Urban County Council. The Economic Improvement Plan shall describe the current and projected economic improvements to be undertaken during that year (the "Economic Improvement Plan"). The annual budget shall be presented in such form as shall be required by the Urban County Government's Department of Finance or that Department's successor. The Board shall not take any action or expend any money pursuant to the proposed budget until such time as it is approved by the Urban County Council. If the Urban County Council has not approved the proposed budget as of the first day of the new calendar or fiscal year, the budget of the previous year shall have full force and effect as if readopted until such time as a new budget is approved.

(7) Prior to adopting the budget, the Urban County Council shall hold a public hearing for the purpose of soliciting comments upon the proposed budget. Upon approval of the annual budget by the Urban County Council, the Board shall then publish both it and the Economic Improvement Plan pursuant to KRS Chapter 424 and shall mail by first class mail to each property owner a description of the Economic Improvement Plan, the fair basis of assessment to be utilized, the estimated cost to the property owner, and the ratio that the cost to each property owner bears to the total cost of the economic improvements.

(8) The Board shall have an affirmative action plan consistent with those required by the Lexington-Fayette Urban County Government for the hiring of consultants or employees. The Board shall not discriminate on the basis of race, sex, sexual orientation and gender identity, marital status, religion, age 40 and over, color, national origin, because the person is a qualified individual with a disability, or because the individual is a smoker or nonsmoker, in any of its operations and shall include such prohibition in all of its contracts.

(9) The District shall submit a yearly audit pertaining to the expenditure of funds to the Mayor and the Urban County Council. The Chair of the Board or his or her designee shall make an annual presentation to the Council regarding the operations of the District and any proposed projects, and shall otherwise appear at meetings as reasonably requested by the Urban County Government.

(10) The District shall make information regarding its general operations and finances (including revenue and expenditures) publicly available through the District's website and other reasonable means.

(11) The District and the Board shall be subject to the provisions of Kentucky's Open meetings and Open Records laws.

E. Assessments.

(1) The Board shall provide in the annual budget for the imposition of a rate of assessment on all benefited properties within the District. Such rate shall be sufficient to provide sufficient revenues to finance the current and projected economic improvements to be undertaken pursuant to the annual Economic Improvement Plan.

(2) The assessment shall be based upon assessed value basis as further provided in KRS 91A.210(5), and is in the form of an additional ad valorem assessment on real property within the District as further provided herein. Assessments for the current and projected economic improvements shall be ratably apportioned among the assessed properties within the District based upon the assessed values of such properties as determined by the Fayette County Property Valuation Administrator, as related to the total assessed value of all benefited property within the District. Properties owned and used by the federal government, Commonwealth of Kentucky or any political subdivision of the state are not benefitted by the economic improvements and shall not be assessed. The District may contract with the owners of any property exempt from property taxation or assessment for the provision of District services to such properties.

(3) The Board may enter into an agreement with the Lexington-Fayette Urban County Government or the Fayette County Sherriff's Office for the collection of the assessments or otherwise provide for the collection of such assessments. The penalties and interest applicable to delinquent taxes shall be applied to delinquent assessments.

(4) Any owner of a benefited property may contest the assessment, provided that the assessment made by the PVA shall be conclusive as to the value of the property unless the property owner has successfully protested the amount of the assessment pursuant to KRS 133.120. All contests shall be in writing and shall be filed with the Board no later than thirty (30) days after receiving notice of the assessment.

(5) A contesting property owner shall have the right to appear before the Board and present evidence. A record shall be made of the proceedings and the Board shall render a written decision. The decision of the Board may be appealed to Fayette Circuit Court.

(6) The amount of any outstanding assessment on any property, and accrued interest and other charges, shall constitute a lien on the property. The lien shall be superior to all other liens, whether created prior to or subsequent to the assessment, except a lien for the Commonwealth of Kentucky and Urban County Government taxes, and prior improvement assessments, and shall not be defeated or postponed by any private or judicial sale, by any mortgage, or by any error or mistake in the description of the property or in the names of the owners. No error in the proceedings of the Urban County Council shall exempt any property from the lien for the economic

improvement assessment, or from payment thereof, or from the penalties or interest thereon, as herein provided.

(7) The Board is authorized, but is not required, to impose an annual rate of assessment which shall not exceed $0.10 per $100 of assessed value, adjusted by the Board, in its discretion, either each year by the change from the preceding year in the Consumer Price Index (All Urban Consumers) or in the manner set forth in the final sentence of this subsection. In determining the rate of assessment to be established for any given year or years, the Board shall take into consideration, without limitation, the following: (a) the current operations of the District and the revenue needed (taking into consideration the costs of operation for the immediately preceding and current year and the reasonably projected cumulative increase or decrease in such costs for the forthcoming calendar or fiscal year) to maintain such existing operations; (b) whether the District intends to expand its operations in the forthcoming calendar or fiscal year into one or more areas of operation permitted under this Section, and if so, the revenue reasonably forecasted to be needed to adequately fund such expanded area or areas of operation; and (c) the change in the Consumer Price Index (All Urban Consumers) between the effective date of the most recent adjustment in the rate of assessment and the date on which the new proposed rate of assessment will become effective.

(8) The Board shall, within ninety (90) days following the end of the calendar or fiscal year, contract with a certified public accountant to prepare an audit or review of all funds controlled by the Board. A copy of the report shall be furnished to the Urban County Council and the Department of Policy and Division of Budgeting.

(9) The Board shall prepare an annual report to the owners of benefited properties within the District evaluating the District's effectiveness and describing its accomplishments during the preceding fiscal year. The report shall be sent to the owner of each such property at such time that the annual economic plan and budget is sent pursuant to this Section. A copy shall also be provided to the Urban County Council.

(10) Members of the Board shall adhere to the ethical rules and requirements of Article 16 of the Urban County Charter and Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances (the "Ethics Act") and any violation of any provision thereof shall be cause for removal by the Mayor pursuant to section 2(B)(5).

F. Termination of District.

(1) The District shall automatically dissolve and be terminated on July 1, 2035, absent additional appropriate legislative action by the Urban County Council.

(2) The District may be dissolved at any time as provided in KRS 91.762(2), which requires the presentation of a sufficient petition to the Urban County Council.

Section 3. Guidelines for Board of Directors.

A. Boundaries.

It is the intent of the Urban County Council that the economic improvements provided by the District may be extended to other areas of downtown as the need

for economic improvements arises in such areas. The Board may identify additional areas in downtown which would benefit from the economic improvements provided by the District, if any, and actively solicit and assist the property owners in the identified areas to petition the Mayor and the Urban County Council pursuant to KRS 91.750 through 91.762 to expand the boundaries of the District to include properties of these identified property owners.

B. Procurement Process; Contracts.

All procurement of goods and services, including contracts, must be competitively bid in a manner that is generally consistent with the Lexington-Fayette Urban County Government's Procurement regulations. All contracts to be awarded by the Board shall include a complete description of the services to be provided and duration, method of compensation, records to be maintained and submitted, and hold harmless agreements and limits of liability insurance requirements.

C. Management, Marketing and Administration.

The Board shall provide for the District's day-to-day management and administration through a contract or otherwise as the Board deems appropriate. Management and administrative support services shall include:

(1) Procurement of marketing, beautification and security services from vendors, administration of related contracts and supervision related to contract compliance and quality assurance;

(2) Training activities to support services delivery;

(3) Annual development of an Economic Improvement Plan as required by state statute and the above referenced ordinance, including evaluation of program effectiveness and monitoring level of urban marketing, beautification, and security services;

(4) Provision of administrative support to the Board;

(5) Maintenance of all financial and administrative records, and yearly audit or review of expenses and revenues;

(6) Provision of liability insurance as needed to cover all operations; and

(7) Provision of other necessary and appropriate business services for the District.

(8) Lend expertise, as requested or needed, with issues related to the District.

D. Report.

The Board is directed to submit a report to the Mayor and Urban County Council after the end of each year of the District's operation, detailing how it has addressed the directives and principles enumerated in this Ordinance. Such report shall be separate from and in addition to any other report required by this Ordinance.

E. Advisory Council.

The Board may establish, pursuant to the bylaws adopted for the District, an Advisory Council to the Board. The membership of the Advisory Council shall encompass a broad range of benefited property owners and tenants and should also include persons with technical knowledge of aspects of property beautification, security, or other economic improvements provided by the District.

Section 3 – If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unlawful by a court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions hereof.

Section 4 – That this Ordinance shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL:

_____
MAYOR

ATTEST:

_____
CLERK OF URBAN COUNTY COUNCIL
PUBLISHED:
0366-25:EPT_4885-3445-9067, v. 3

ORDINANCE NO. 030 - 2025

AN ORDINANCE RE-ESTABLISHING AND CONTINUING, PURSUANT TO KRS 91.750, *ET SEQ.*, THE "DOWNTOWN LEXINGTON MANAGEMENT DISTRICT", PREVIOUSLY CREATED AND ESTABLISHED PURSUANT TO ORDINANCE NO. 52-2015 AND PREVIOUSLY RE-ESTABLISHED PURSUANT TO ORDINANCE NO. 32-2020, AND PROVIDING FOR ITS BOUNDARIES; A FIFTEEN MEMBER BOARD, THE REQUIREMENTS AND APPOINTING PROCESS FOR BOARD MEMBERS, AND THEIR TERM LIMITS; THE POWERS OF THE BOARD; A FISCAL YEAR COMMENCING ON JULY 1ST, THE UNDERTAKING OF ECONOMIC IMPROVEMENTS BY THE BOARD; A BUDGET AND AUDIT PROCESS; AN AFFIRMATIVE ACTION PLAN; PUBLIC INFORMATION; AN ASSESSMENT NOT TO EXCEED $.10 OF $100 OF THE ASSESSED PROPERTY VALUE FOR EACH ASSESSED PROPERTY WITHIN THE DISTRICT; A CONTESTING AND APPEAL PROCESS; LIENS; AN ANNUAL REPORT TO PROPERTY OWNERS; ETHICAL REQUIREMENTS ON BOARD MEMBERS; TERMINATION OF THE DISTRICT ON JULY 1, 2035 UNLESS RE-ESTABLISHED BY THE URBAN COUNTY COUNCIL IN ACCORDANCE WITH STATE STATUTE; BOARD GUIDELINES; CONTRACTING REQUIREMENTS; MANAGEMENT, MARKETING, AND ADMINISTRATION; REPORTING REQUIREMENTS; AN ADVISORY COUNCIL TO THE BOARD; SEVERABILITY; ALL EFFECTIVE UPON DATE OF PASSAGE.

WHEREAS, on or about April 3, 2025, the Mayor received a formal request and petition to re-establish the management district previously created and established in a portion of downtown Lexington, Kentucky, pursuant to Lexington-Fayette Urban County Government Ordinance No. 52-2015 and previously re-established pursuant to Ordinance No. 32-2020; and

WHEREAS, the petition satisfies the minimum requirements for the re-establishment and continuation of a management district pursuant to KRS 91.754, and the Mayor has forwarded the petition to the Urban Council for further consideration; and

WHEREAS, the Urban County Council desires to create the requested management district as further provided herein.

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

Section 1 – That an official copy of the petition requesting the re-establishment and continuation of the district shall be maintained by the Council Clerk and is incorporated herein by reference.

Section 2 – That it is the intent of the Urban County Council that the Downtown Lexington Management District previously created and established by Lexington-Fayette Urban County Government Ordinance No. 52-2015 and previously re-established by Ordinance No. 32-2020, be and hereby is re-established and continued in full effect in all respects except for any changes as further provided herein.

Section 3 – That the Urban County Council accepts the determination of the Office of the Mayor that the petition satisfies the minimum requirements of KRS 91.754, and hereby re-creates and re-establishes a management district pursuant to applicable state statute as follows:

Section 1. Downtown Lexington Management District.

This Ordinance shall be referred to hereinafter as the revised "Downtown Lexington Management District Ordinance" or the "Ordinance".

Section 2. General Provisions.

A. District Established. There is re-established and continued pursuant to KRS 91.750 through 91.762 a management district to be known as the "Downtown Lexington Management District" (hereinafter referred to as "District"), which was originally established and created pursuant to Ordinance No. 52-2015, and re-established pursuant to Ordinance No. 32-2020, for the purpose of providing and financing economic improvements that specially benefit property within the District. The boundaries of the District are designated by the map in Attachment A which is incorporated by reference hereto and made a part of this Ordinance as if set out fully herein. The Urban County Council may only decrease the level of publicly funded services within the District in accordance with KRS 91.756(5).

B. Board of Directors. The District shall constitute a body corporate, with the power to contract and be contracted with. The affairs of the District shall be managed and controlled by a Board of Directors composed of not more than fifteen (15) members, who shall be appointed for four (4) year terms, and who shall be eligible for reappointment to one (1) additional four (4) year term (referred to hereinafter as the "Board"). At least ten (10) of the total number of Board members shall either be property owners or tenants within the District or representatives of property owners within the District as further provided by statute and below. An ex officio member shall not count towards the above requirement even if he or she owns property within the District. Members of the Board shall be appointed as follows:

(1) The Mayor, with approval of the Urban County Council, shall appoint the members of the Board. The makeup of the Board shall be comprised as follows:

(a) At least one (1) Board member shall be an owner or designee of a retail business within the District;
(b) At least one (1) Board member shall be an owner of a residential property within the District or their permanent designee;
(c) At least three (3) Board members shall be owners of an office building(s) within the District or their permanent designees;
(d) At least one (1) Board member shall be a parking facility owner within the District or his permanent designee;
(e) At least two (2) Board members shall be owners or their designees from the hospitality/entertainment sector within the District (e.g., an owner or an owner's designee whose property houses a restaurant, food service or hotel/lodging facility;
(f) At least two (2) Board members shall be tenants representing the owners of properties within the District; and
(g) At least two (2) Board members shall be at-large representatives who either reside in or work within the district.

(2) Ex officio members of the Board shall be as follows:

(a) The Mayor, or his or her permanent designee; and
(b) The Urban County Council member representing the area comprising the Management District and an At-Large Urban County Council member designated by the Mayor.

(3) All members of the Board of Directors, including ex-officio members, shall have the right to vote.

(4) Appointed Board members shall serve four (4) year terms.

(5) Any member of the Board appointed by the Mayor may be removed by the Mayor for cause. Any member of the Board may be removed by the Mayor for violation of the rules, regulations or operating procedures adopted by the Board of Directors if the removal is recommended by a majority of the members of the Board.

(6) A vacancy on the Board shall be filled in the same manner as the original appointment for the unexpired term.

(7) An officer of the Downtown Lexington Partnership, the Downtown Lexington Corporation or the Lexington Downtown Development Authority shall be prohibited from serving as the Chairperson or Vice-Chairperson of the District.

C. Advisory Board Members. The Board may choose to appoint up to three (3) additional advisory board members who shall be authorized to participate in meetings but not vote. Such members must be approved by a majority vote of the full Board and may not serve for a period of time exceeding two (2) consecutive years. Each such member must be appointed from a separate representation area from one of the designations included in par. B(1)(a) - (g), above.

D. Powers of Board.

(1) The Board shall have the right to transact business on behalf of the District immediately after the appointment of its members.

(2) The Board shall have full powers to name its organization and to make bylaws and rules for the regulation and management of the affairs of the District not inconsistent with the provisions of this Ordinance.

(3) The Board shall have all powers necessary and proper to conduct the affairs of the District not inconsistent with the provisions of this Section, including but not limited to:

(a) Preparing annually an Economic Improvement Plan (defined below) and budget;
(b) Implementing the Economic Improvement Plan;
(c) Making policy for operation of the District;
(d) Managing the fiscal affairs of the District;
(e) Incurring, in the aggregate, short-term and long-term debt in an amount not to exceed $500,000; and
(f) Such other powers as provided in KRS 91.750 through 91.762.

(4) The Board may contract with any person or entity determined by it to have the needed expertise to manage and administer the day-to-day operations of the affairs of the District or any portion thereof. A competitive process such as a formal Request for Proposal shall be utilized in selecting these services and the selection committee shall avoid any conflicts of interest.

(5) The Board may undertake the following economic improvements within the District:

(a) The promotion of commercial activity or public events;
(b) The planning, administration, and management of development or improvement activities;
(c) Landscaping, beautification, maintenance, and cleaning, of public ways and spaces;
(d) The conduct of activities in support of business recruitment and development;
(e) The provision of security for public areas;
(f) The construction and maintenance of capital improvements to public ways and spaces; and
(g) Any other economic improvement activity that specially benefits property within the District.

(6) The District will operate on a fiscal year basis as further provided herein. No later than two (2) months prior to the beginning of each year, the Board shall prepare and submit an annual budget for the District to the Urban County Council for its approval. The Board shall also deliver a copy of the annual Economic Improvement Plan to the Urban County Council. The Economic Improvement Plan shall describe the current and projected economic improvements to be undertaken during that year (the "Economic Improvement Plan"). The annual budget shall be presented in such form as shall be required by the Urban County Government's Department of Finance or that Department's successor. The Board shall not take any action or expend any money pursuant to the proposed budget until such time as it is approved by the Urban County Council. If the Urban County Council has not approved the proposed budget as of the first day of the new calendar or fiscal year, the budget of the previous year shall have full force and effect as if readopted until such time as a new budget is approved.

(7) Prior to adopting the budget, the Urban County Council shall hold a public hearing for the purpose of soliciting comments upon the proposed budget. Upon approval of the annual budget by the Urban County Council, the Board shall then publish both it and the Economic Improvement Plan pursuant to KRS Chapter 424 and shall mail by first class mail to each property owner a description of the Economic Improvement Plan, the fair basis of assessment to be utilized, the estimated cost to the property owner, and the ratio that the cost to each property owner bears to the total cost of the economic improvements.

(8) The Board shall have an affirmative action plan consistent with those required by the Lexington-Fayette Urban County Government for the hiring of consultants or employees. The Board shall not discriminate on the basis of race, sex, sexual orientation and gender identity, marital status, religion, age 40 and over, color, national origin, because the person is a qualified individual with a disability, or because the individual is a smoker or nonsmoker, in any of its operations and shall include such prohibition in all of its contracts.

(9) The District shall submit a yearly audit pertaining to the expenditure of funds to the Mayor and the Urban County Council. The Chair of the Board or his or her designee shall make an annual presentation to the Council regarding the operations of the District and any proposed projects, and shall otherwise appear at meetings as reasonably requested by the Urban County Government.

(10) The District shall make information regarding its general operations and finances (including revenue and expenditures) publicly available through the District's website and other reasonable means.

(11) The District and the Board shall be subject to the provisions of Kentucky's Open meetings and Open Records laws.

E. Assessments.

(1) The Board shall provide in the annual budget for the imposition of a rate of assessment on all benefited properties within the District. Such rate shall be sufficient to provide sufficient revenues to finance the current and projected economic improvements to be undertaken pursuant to the annual Economic Improvement Plan.

(2) The assessment shall be based upon assessed value basis as further provided in KRS 91A.210(5), and is in the form of an additional ad valorem assessment on real property within the District as further provided herein. Assessments for the current and projected economic improvements shall be ratably apportioned among the assessed properties within the District based upon the assessed values of such properties as determined by the Fayette County Property Valuation Administrator, as related to the total assessed value of all benefited property within the District. Properties owned and used by the federal government, Commonwealth of Kentucky or any political subdivision of the state are not benefitted by the economic improvements and shall not be assessed. The District may contract with the owners of any property exempt from property taxation or assessment for the provision of District services to such properties.

(3) The Board may enter into an agreement with the Lexington-Fayette Urban County Government or the Fayette County Sherriff's Office for the collection of the assessments or otherwise provide for the collection of such assessments. The penalties and interest applicable to delinquent taxes shall be applied to delinquent assessments.

(4) Any owner of a benefited property may contest the assessment, provided that the assessment made by the PVA shall be conclusive as to the value of the property unless the property owner has successfully protested the amount of the assessment pursuant to KRS 133.120. All contests shall be in writing and shall be filed with the Board no later than thirty (30) days after receiving notice of the assessment.

(5) A contesting property owner shall have the right to appear before the Board and present evidence. A record shall be made of the proceedings and the Board shall render a written decision. The decision of the Board may be appealed to Fayette Circuit Court.

(6) The amount of any outstanding assessment on any property, and accrued interest and other charges, shall constitute a lien on the property. The lien shall be superior to all other liens, whether created prior to or subsequent to the assessment, except a lien for the Commonwealth of Kentucky and Urban County Government taxes, and prior improvement assessments, and shall not be defeated or postponed by any private or judicial sale, by any mortgage, or by any error or mistake in the description of the property or in the names of the owners. No error in the proceedings of the Urban County Council shall exempt any property from the lien for the economic

improvement assessment, or from payment thereof, or from the penalties or interest thereon, as herein provided.

(7) The Board is authorized, but is not required, to impose an annual rate of assessment which shall not exceed $0.10 per $100 of assessed value, adjusted by the Board, in its discretion, either each year by the change from the preceding year in the Consumer Price Index (All Urban Consumers) or in the manner set forth in the final sentence of this subsection. In determining the rate of assessment to be established for any given year or years, the Board shall take into consideration, without limitation, the following: (a) the current operations of the District and the revenue needed (taking into consideration the costs of operation for the immediately preceding and current year and the reasonably projected cumulative increase or decrease in such costs for the forthcoming calendar or fiscal year) to maintain such existing operations; (b) whether the District intends to expand its operations in the forthcoming calendar or fiscal year into one or more areas of operation permitted under this Section, and if so, the revenue reasonably forecasted to be needed to adequately fund such expanded area or areas of operation; and (c) the change in the Consumer Price Index (All Urban Consumers) between the effective date of the most recent adjustment in the rate of assessment and the date on which the new proposed rate of assessment will become effective.

(8) The Board shall, within ninety (90) days following the end of the calendar or fiscal year, contract with a certified public accountant to prepare an audit or review of all funds controlled by the Board. A copy of the report shall be furnished to the Urban County Council and the Department of Policy and Division of Budgeting.

(9) The Board shall prepare an annual report to the owners of benefited properties within the District evaluating the District's effectiveness and describing its accomplishments during the preceding fiscal year. The report shall be sent to the owner of each such property at such time that the annual economic plan and budget is sent pursuant to this Section. A copy shall also be provided to the Urban County Council.

(10) Members of the Board shall adhere to the ethical rules and requirements of Article 16 of the Urban County Charter and Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances (the "Ethics Act") and any violation of any provision thereof shall be cause for removal by the Mayor pursuant to section 2(B)(5).

F. Termination of District.

(1) The District shall automatically dissolve and be terminated on July 1, 2035, absent additional appropriate legislative action by the Urban County Council.

(2) The District may be dissolved at any time as provided in KRS 91.762(2), which requires the presentation of a sufficient petition to the Urban County Council.

Section 3. Guidelines for Board of Directors.

A. Boundaries.

It is the intent of the Urban County Council that the economic improvements provided by the District may be extended to other areas of downtown as the need

for economic improvements arises in such areas. The Board may identify additional areas in downtown which would benefit from the economic improvements provided by the District, if any, and actively solicit and assist the property owners in the identified areas to petition the Mayor and the Urban County Council pursuant to KRS 91.750 through 91.762 to expand the boundaries of the District to include properties of these identified property owners.

B. Procurement Process; Contracts.

All procurement of goods and services, including contracts, must be competitively bid in a manner that is generally consistent with the Lexington-Fayette Urban County Government's Procurement regulations. All contracts to be awarded by the Board shall include a complete description of the services to be provided and duration, method of compensation, records to be maintained and submitted, and hold harmless agreements and limits of liability insurance requirements.

C. Management, Marketing and Administration.

The Board shall provide for the District's day-to-day management and administration through a contract or otherwise as the Board deems appropriate. Management and administrative support services shall include:

(1) Procurement of marketing, beautification and security services from vendors, administration of related contracts and supervision related to contract compliance and quality assurance;

(2) Training activities to support services delivery;

(3) Annual development of an Economic Improvement Plan as required by state statute and the above referenced ordinance, including evaluation of program effectiveness and monitoring level of urban marketing, beautification, and security services;

(4) Provision of administrative support to the Board;

(5) Maintenance of all financial and administrative records, and yearly audit or review of expenses and revenues;

(6) Provision of liability insurance as needed to cover all operations; and

(7) Provision of other necessary and appropriate business services for the District.

(8) Lend expertise, as requested or needed, with issues related to the District.

D. Report.

The Board is directed to submit a report to the Mayor and Urban County Council after the end of each year of the District's operation, detailing how it has addressed the directives and principles enumerated in this Ordinance. Such report shall be separate from and in addition to any other report required by this Ordinance.

E. Advisory Council.

The Board may establish, pursuant to the bylaws adopted for the District, an Advisory Council to the Board. The membership of the Advisory Council shall encompass a broad range of benefited property owners and tenants and should also include persons with technical knowledge of aspects of property beautification, security, or other economic improvements provided by the District.

Section 3 – If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unlawful by a court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions hereof.

Section 4 – That this Ordinance shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL: May 8,2025

Linda Gorton
MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL
PUBLISHED: May 16,2025-1t
0366-25:EPT_4885-3445-9067, v. 3

Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0369-25

File ID:	0369-25	**Type:**	Ordinance	**Status:**	Approved
Version:	1	**Contract #:**		**In Control:**	Urban County Council
				File Created:	04/11/2025
File Name:	25-0048- Ordinance Change			**Final Action:**	05/08/2025

Title: An Ordinance amending Section 22-53.1 of the Code of Ordinances, relating to the Police Academy examination for appointment, to authorize the making of conditional offers earlier in the hiring process and to simplify the hiring process by eliminating the phased approach to the examination. [Div. of Human Resources, George]

Notes:

Sponsors:		**Enactment Date:**	05/08/2025
Attachments:	Bluesheet Memo 25-0048, REVISED DRAFT ORD (clean) for Sec. 22-53.1 (Police Recruitment) -3-31-25 .1 . 4932-4958-5456 (002), ORD 369-25 Amending Sec. 22-53.1 (Police Recruitment) 4929-1593-7079 v.1.docx, O-029-2025	**Enactment Number:**	O-029-2025
Deed #:		**Hearing Date:**	
Drafter:	Alana Morton	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	04/22/2025	Approved and Referred to Docket	Urban County Council	04/24/2025		Pass
1	Urban County Council	04/24/2025	Received First Reading	Urban County Council	05/08/2025		
1	Urban County Council	05/08/2025	Approved				Pass

Text of Legislative File 0369-25

Title

An Ordinance amending Section 22-53.1 of the Code of Ordinances, relating to the Police Academy examination for appointment, to authorize the making of conditional offers earlier in the hiring process and to simplify the hiring process by eliminating the phased approach to the examination. [Div. of Human Resources, George]

Summary

Authorization to amend Section 22-53.1 of the Lexington-Fayette Urban County Government Code of Ordinances to eliminate the two-phase hiring process used by the Lexington Police Department, making the process more efficient. No Budgetary impact. (L0369-25) (George/Hamilton)

Budgetary Implications [select]: NO

Advance Document Review:

Law: Yes, Completed by [Michael Cravens March 31, 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

MEMORANDUM

TO: Linda Gorton, Mayor
Sally Hamilton, Chief Administrative Officer
Council Members

FROM: _____
Glenda Humphrey George, Director
Division of Human Resources

DATE: April 11, 2025

SUBJECT: **Ordinance Change**

Request:
The attached action amends section 22-53.1 of the Lexington-Fayette Urban County Government Code of Ordinance to eliminate the two-phase hiring process making the process more efficient.

Why are you requesting:
The Division of Police is requesting this change to allow conditional offers to be made earlier in the hiring process and to simplify the hiring process by eliminating the two-phase approach.

File Number: 0369-25

Director/Commissioner: Glenda Humphrey George/Sally Hamilton
If you have questions or need additional information, please contact Alana Morton at (859) 258-3037.

ORDINANCE NO. _____ - 2025

AN ORDINANCE AMENDING SECTION 22-53.1 OF THE CODE OF ORDINANCES, RELATING TO THE POLICE ACADEMY EXAMINATION FOR APPOINTMENT, TO AUTHORIZE THE MAKING OF CONDITIONAL OFFERS EARLIER IN THE HIRING PROCESS AND TO SIMPLIFY THE HIRING PROCESS BY ELIMINATING THE PHASED APPROACH TO THE EXAMINATION.

WHEREAS, Section 22-53.1 of the Code of Ordinances provides that examination for appointment to the police academy is comprised of a two-phased approach, with “Phase I” consisting of a written examination, a physical fitness test, and an oral examination and “Phase II” consisting of a psychological suitability screening test, polygraph examination and background investigation; and

WHEREAS, the Division of Police has reviewed its hiring process and believes it would be beneficial to be able to extend a conditional offer of employment prior to what is currently known as “Phase II” and to further streamline the hiring process by eliminating the phased approach to the examination for appointment to the police academy; and

WHEREAS, under the hiring process outlined herein, a candidate will still be required, following acceptance of a conditional offer of employment, to successfully complete a polygraph examination, a psychological suitability examination, a background investigation, physical and/or medical examinations, drug screening, and be selected by the Chief of Police for appointment; and

WHEREAS, the Lexington-Fayette Urban County Government desires to amend the Code of Ordinances to authorize the making of conditional offers earlier in the hiring process and to reflect the hiring process adopted herein by removing the phased approach to the examination for appointment.

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

Section 1 – That Section 22-53.1 of the Code of Ordinances of the Lexington-Fayette Urban County Government be and hereby is amended to read as follows:

> (a) The division of human resources shall create a register for appointment to positions in the police academy.
>
> (b) The examination for appointment to the police academy shall be comprised of a written examination, a physical fitness test, an oral examination, polygraph examination, background investigation, and psychological suitability screening.
>
> (c) Any candidate who is at least twenty (20) years of age shall be eligible if they will be twenty-one (21) years of age at the time of becoming certified, and if they

shall not have reached their forty-first birthday by the application filing deadline date.

(d) Prior to the academy class, the director shall close the date for applications for each class to be published as required by KRS Ch. 424.

(e) The examination components shall be approved by the Kentucky Law Enforcement Council (KLEC) and validated by the division of human resources.

(f) *Conditional Offers of Employment*. Prior to receiving a conditional offer of employment, all candidates shall successfully complete the following requirements:

(1) *Written Examination.* A job-related written examination shall be prepared by the division of human resources. The test administrator shall provide each candidate with his or her score on the written examination and shall indicate to each candidate whether he or she is eligible to proceed.

a. A different version of the written test shall be given for each hiring process.

(2) *Physical Fitness Testing.* Each candidate shall complete and pass the state required, certified physical fitness standard, Kentucky Peace Officer Professional Standards (POPS).

(3) *Oral Examination.* An oral examination shall be prepared and administered by the division of police.

a. The oral examination board shall consist of the following five (5) members:

1. A police sergeant, or above, and the police chief or a designated representative;

2. Two (2) police officers appointed by the police chief;

3. A professional member of the community agreed upon by the director, the commissioner of public safety, and the chief of police; and

4. At least one (1) African-American and one (1) female. One (1) individual may not satisfy both requirements.

5. The director, or his designated representative, shall attend all sessions of the oral examination board as a neutral adviser and shall have no vote in any of the proceedings.

b. A member of the urban county council, to be appointed by the vice mayor, may attend all sessions as a neutral observer and shall have no vote in any of the proceedings.

(4) After the written and oral examination process, the representative/test administrator shall compute the scores of the candidates, with preference points equaling a two (2) percent upgrade applied to any candidate's score who has demonstrated they served in any branch of the United States military and has received anything other than dishonorable discharge.

(5) The chief shall establish the maximum number of candidates who shall receive conditional offers. All components shall be reviewed and taken into consideration when recommending candidates for selection.

(6) After all requirements to make a conditional offer have been satisfied, the chief shall forward his recommendations for conditional offers through the urban county government chain of command to the mayor. The mayor may accept or reject any recommendation made through the chain of command and authorize the division of human resources to make conditional offers. The division of human resources shall submit a report of

all probationary appointments to the urban county council within thirty (30) days after the appointment is made.

(g) *Examinations Subsequent to Conditional Offer; Final Offer.* Following a selected candidate's acceptance of a conditional offer of employment, the selected candidate shall be required to submit to the following examinations, upon which the offer of employment is expressly, but not exclusively, conditioned:

(1) A psychological suitability screening test.

(2) A polygraph examination.

(3) A background investigation.

(4) A physical examination and/or medical examination.

(5) Drug screening.

Following completion of a psychological suitability screening test, a polygraph examination, and a background investigation, but prior to a physical examination and/or medical examination and drug screening, the division of police shall supply the director with a list of those candidates whom the division recommends be eliminated from the current and future hiring processes. The director shall accept the recommendation for elimination if the circumstances satisfy the requirements of KRS 95.440 and applicable sections of this Code.

All candidates who successfully complete the psychological suitability screening, polygraph examination, background investigation, physical examination or medical examination, and drug screening shall be eligible for final offer. The aforementioned examinations, tests, and reports may also be used as a basis to remove a candidate at any point in the process.

(h) If a candidate is selected for an academy and is unable to attend or complete the academy due to unforeseen circumstances, the director and chief of police will review the situation and decide if the candidate will be allowed deferral to the next academy. Any candidate who is allowed to defer to the next academy must comply with all KLEC-POPS requirements.

(i) Upon the completion of the orientation section of the academy class, the list may be expired; however, the director and chief shall have the discretion to exhaust or maintain the register.

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

PASSED URBAN COUNTY COUNCIL:

_____
MAYOR

ATTEST:

_____
CLERK, URBAN COUNTY COUNCIL
PUBLISHED:

4932-4958-5456, v. 1

ORDINANCE NO. ____ - 2025

AN ORDINANCE AMENDING SECTION 22-53.1 OF THE CODE OF ORDINANCES, RELATING TO THE POLICE ACADEMY EXAMINATION FOR APPOINTMENT, TO AUTHORIZE THE MAKING OF CONDITIONAL OFFERS EARLIER IN THE HIRING PROCESS AND TO SIMPLIFY THE HIRING PROCESS BY ELIMINATING THE PHASED APPROACH TO THE EXAMINATION.

WHEREAS, Section 22-53.1 of the Code of Ordinances provides that examination for appointment to the police academy is comprised of a two-phased approach, with “Phase I” consisting of a written examination, a physical fitness test, and an oral examination and “Phase II” consisting of a psychological suitability screening test, polygraph examination and background investigation; and

WHEREAS, the Division of Police has reviewed its hiring process and believes it would be beneficial to be able to extend a conditional offer of employment prior to what is currently known as “Phase II” and to further streamline the hiring process by eliminating the phased approach to the examination for appointment to the police academy; and

WHEREAS, under the hiring process outlined herein, a candidate will still be required, following acceptance of a conditional offer of employment, to successfully complete a polygraph examination, a psychological suitability examination, a background investigation, physical and/or medical examinations, drug screening, and be selected by the Chief of Police for appointment; and

WHEREAS, the Lexington-Fayette Urban County Government desires to amend the Code of Ordinances to authorize the making of conditional offers earlier in the hiring process and to reflect the hiring process adopted herein by removing the phased approach to the examination for appointment.

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

Section 1 – That Section 22-53.1 of the Code of Ordinances of the Lexington-Fayette Urban County Government be and hereby is amended to read as follows:

> (a) The division of human resources shall create a register for appointment to positions in the police academy.
>
> (b) The examination for appointment to the police academy shall be comprised of a written examination, a physical fitness test, an oral examination, polygraph examination, background investigation, and psychological suitability screening.
>
> (c) Any candidate who is at least twenty (20) years of age shall be eligible if they will be twenty-one (21) years of age at the time of becoming certified, and if they

shall not have reached their forty-first birthday by the application filing deadline date.

(d) Prior to the academy class, the director shall close the date for applications for each class to be published as required by KRS Ch. 424.

(e) The examination components shall be approved by the Kentucky Law Enforcement Council (KLEC) and validated by the division of human resources.

(f) *Conditional Offers of Employment*. Prior to receiving a conditional offer of employment, all candidates shall successfully complete the following requirements:

(1) *Written Examination.* A job-related written examination shall be prepared by the division of human resources. The test administrator shall provide each candidate with his or her score on the written examination and shall indicate to each candidate whether he or she is eligible to proceed.

a. A different version of the written test shall be given for each hiring process.

(2) *Physical Fitness Testing.* Each candidate shall complete and pass the state required, certified physical fitness standard, Kentucky Peace Officer Professional Standards (POPS).

(3) *Oral Examination.* An oral examination shall be prepared and administered by the division of police.

a. The oral examination board shall consist of the following five (5) members:

1. A police sergeant, or above, and the police chief or a designated representative;

2. Two (2) police officers appointed by the police chief;

3. A professional member of the community agreed upon by the director, the commissioner of public safety, and the chief of police; and

4. At least one (1) African-American and one (1) female. One (1) individual may not satisfy both requirements.

5. The director, or his designated representative, shall attend all sessions of the oral examination board as a neutral adviser and shall have no vote in any of the proceedings.

b. A member of the urban county council, to be appointed by the vice mayor, may attend all sessions as a neutral observer and shall have no vote in any of the proceedings.

(4) After the written and oral examination process, the representative/test administrator shall compute the scores of the candidates, with preference points equaling a two (2) percent upgrade applied to any candidate's score who has demonstrated they served in any branch of the United States military and has received anything other than dishonorable discharge.

(5) The chief shall establish the maximum number of candidates who shall receive conditional offers. All components shall be reviewed and taken into consideration when recommending candidates for selection.

(6) After all requirements to make a conditional offer have been satisfied, the chief shall forward his recommendations for conditional offers through the urban county government chain of command to the mayor. The mayor may accept or reject any recommendation made through the chain of command and authorize the division of human resources to make conditional offers. The division of human resources shall submit a report of

all probationary appointments to the urban county council within thirty (30) days after the appointment is made.

(g) *Examinations Subsequent to Conditional Offer; Final Offer.* Following a selected candidate's acceptance of a conditional offer of employment, the selected candidate shall be required to submit to the following examinations, upon which the offer of employment is expressly, but not exclusively, conditioned:

(1) A psychological suitability screening test.

(2) A polygraph examination.

(3) A background investigation.

(4) A physical examination and/or medical examination.

(5) Drug screening.

Following completion of a psychological suitability screening test, a polygraph examination, and a background investigation, but prior to a physical examination and/or medical examination and drug screening, the division of police shall supply the director with a list of those candidates whom the division recommends be eliminated from the current and future hiring processes. The director shall accept the recommendation for elimination if the circumstances satisfy the requirements of KRS 95.440 and applicable sections of this Code.

All candidates who successfully complete the psychological suitability screening, polygraph examination, background investigation, physical examination or medical examination, and drug screening shall be eligible for final offer. The aforementioned examinations, tests, and reports may also be used as a basis to remove a candidate at any point in the process.

(h) If a candidate is selected for an academy and is unable to attend or complete the academy due to unforeseen circumstances, the director and chief of police will review the situation and decide if the candidate will be allowed deferral to the next academy. Any candidate who is allowed to defer to the next academy must comply with all KLEC-POPS requirements.

(i) Upon the completion of the orientation section of the academy class, the list may be expired; however, the director and chief shall have the discretion to exhaust or maintain the register.

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

PASSED URBAN COUNTY COUNCIL:

_____
MAYOR

ATTEST:

_____
CLERK, URBAN COUNTY COUNCIL
PUBLISHED:
369-25:MSC:4929-1593-7079, v. 1

ORDINANCE NO. 029 - 2025

AN ORDINANCE AMENDING SECTION 22-53.1 OF THE CODE OF ORDINANCES, RELATING TO THE POLICE ACADEMY EXAMINATION FOR APPOINTMENT, TO AUTHORIZE THE MAKING OF CONDITIONAL OFFERS EARLIER IN THE HIRING PROCESS AND TO SIMPLIFY THE HIRING PROCESS BY ELIMINATING THE PHASED APPROACH TO THE EXAMINATION.

WHEREAS, Section 22-53.1 of the Code of Ordinances provides that examination for appointment to the police academy is comprised of a two-phased approach, with "Phase I" consisting of a written examination, a physical fitness test, and an oral examination and "Phase II" consisting of a psychological suitability screening test, polygraph examination and background investigation; and

WHEREAS, the Division of Police has reviewed its hiring process and believes it would be beneficial to be able to extend a conditional offer of employment prior to what is currently known as "Phase II" and to further streamline the hiring process by eliminating the phased approach to the examination for appointment to the police academy; and

WHEREAS, under the hiring process outlined herein, a candidate will still be required, following acceptance of a conditional offer of employment, to successfully complete a polygraph examination, a psychological suitability examination, a background investigation, physical and/or medical examinations, drug screening, and be selected by the Chief of Police for appointment; and

WHEREAS, the Lexington-Fayette Urban County Government desires to amend the Code of Ordinances to authorize the making of conditional offers earlier in the hiring process and to reflect the hiring process adopted herein by removing the phased approach to the examination for appointment.

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

Section 1 – That Section 22-53.1 of the Code of Ordinances of the Lexington-Fayette Urban County Government be and hereby is amended to read as follows:

(a) The division of human resources shall create a register for appointment to positions in the police academy.

(b) The examination for appointment to the police academy shall be comprised of a written examination, a physical fitness test, an oral examination, polygraph examination, background investigation, and psychological suitability screening.

(c) Any candidate who is at least twenty (20) years of age shall be eligible if they will be twenty-one (21) years of age at the time of becoming certified, and if they

shall not have reached their forty-first birthday by the application filing deadline date.

(d) Prior to the academy class, the director shall close the date for applications for each class to be published as required by KRS Ch. 424.

(e) The examination components shall be approved by the Kentucky Law Enforcement Council (KLEC) and validated by the division of human resources.

(f) *Conditional Offers of Employment.* Prior to receiving a conditional offer of employment, all candidates shall successfully complete the following requirements:

(1) *Written Examination.* A job-related written examination shall be prepared by the division of human resources. The test administrator shall provide each candidate with his or her score on the written examination and shall indicate to each candidate whether he or she is eligible to proceed.

a. A different version of the written test shall be given for each hiring process.

(2) *Physical Fitness Testing.* Each candidate shall complete and pass the state required, certified physical fitness standard, Kentucky Peace Officer Professional Standards (POPS).

(3) *Oral Examination.* An oral examination shall be prepared and administered by the division of police.

a. The oral examination board shall consist of the following five (5) members:

1. A police sergeant, or above, and the police chief or a designated representative;

2. Two (2) police officers appointed by the police chief;

3. A professional member of the community agreed upon by the director, the commissioner of public safety, and the chief of police; and

4. At least one (1) African-American and one (1) female. One (1) individual may not satisfy both requirements.

5. The director, or his designated representative, shall attend all sessions of the oral examination board as a neutral adviser and shall have no vote in any of the proceedings.

b. A member of the urban county council, to be appointed by the vice mayor, may attend all sessions as a neutral observer and shall have no vote in any of the proceedings.

(4) After the written and oral examination process, the representative/test administrator shall compute the scores of the candidates, with preference points equaling a two (2) percent upgrade applied to any candidate's score who has demonstrated they served in any branch of the United States military and has received anything other than dishonorable discharge.

(5) The chief shall establish the maximum number of candidates who shall receive conditional offers. All components shall be reviewed and taken into consideration when recommending candidates for selection.

(6) After all requirements to make a conditional offer have been satisfied, the chief shall forward his recommendations for conditional offers through the urban county government chain of command to the mayor. The mayor may accept or reject any recommendation made through the chain of command and authorize the division of human resources to make conditional offers. The division of human resources shall submit a report of

all probationary appointments to the urban county council within thirty (30) days after the appointment is made.

(g) *Examinations Subsequent to Conditional Offer; Final Offer.* Following a selected candidate's acceptance of a conditional offer of employment, the selected candidate shall be required to submit to the following examinations, upon which the offer of employment is expressly, but not exclusively, conditioned:

(1) A psychological suitability screening test.

(2) A polygraph examination.

(3) A background investigation.

(4) A physical examination and/or medical examination.

(5) Drug screening.

Following completion of a psychological suitability screening test, a polygraph examination, and a background investigation, but prior to a physical examination and/or medical examination and drug screening, the division of police shall supply the director with a list of those candidates whom the division recommends be eliminated from the current and future hiring processes. The director shall accept the recommendation for elimination if the circumstances satisfy the requirements of KRS 95.440 and applicable sections of this Code.

All candidates who successfully complete the psychological suitability screening, polygraph examination, background investigation, physical examination or medical examination, and drug screening shall be eligible for final offer. The aforementioned examinations, tests, and reports may also be used as a basis to remove a candidate at any point in the process.

(h) If a candidate is selected for an academy and is unable to attend or complete the academy due to unforeseen circumstances, the director and chief of police will review the situation and decide if the candidate will be allowed deferral to the next academy. Any candidate who is allowed to defer to the next academy must comply with all KLEC-POPS requirements.

(i) Upon the completion of the orientation section of the academy class, the list may be expired; however, the director and chief shall have the discretion to exhaust or maintain the register.

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

PASSED URBAN COUNTY COUNCIL: May 8,2025

Linda Gorton

MAYOR

ATTEST:

CLERK, URBAN COUNTY COUNCIL

PUBLISHED: May 16,2025-1t

369-25:MSC:4929-1593-7079, v. 1

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0370-25

File ID:	0370-25	**Type:**	Ordinance	**Status:**	Approved
Version:	1	**Contract #:**		**In Control:**	Urban County Council
				File Created:	04/11/2025
File Name:	25-0046 Abolish- Division of Police			**Final Action:**	05/08/2025

Title: An Ordinance amending the authorized strength by abolishing one (1) unclassified position of Behavioral Health and Wellness Coordinator, Grade 523E, in the Div. of Police, effective upon passage of Council. [Div. of Human Resources, George]

Notes:

Sponsors:		**Enactment Date:**	05/08/2025
Attachments:	Bluesheet Memo 25-0046, From to 25-0046, HR Fiscal Impact- 25-0046, ORD 0370-25 abolish behavioral health and wellness coordinator 4900-8128-2102 v.1.docx, O-031-2025	**Enactment Number:**	O-031-2025
Deed #:		**Hearing Date:**	
Drafter:	Alana Morton	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	04/22/2025	Approved and Referred to Docket	Urban County Council	04/24/2025		Pass
1	Urban County Council	04/24/2025	Received First Reading	Urban County Council	05/08/2025		
1	Urban County Council	05/08/2025	Approved				Pass

Text of Legislative File 0370-25

Title

An Ordinance amending the authorized strength by abolishing one (1) unclassified position of Behavioral Health and Wellness Coordinator, Grade 523E, in the Div. of Police, effective upon passage of Council. [Div. of Human Resources, George]

Summary

Authorization to abolish one (1) Unclassified Civil Service Position of Behavioral Health and Wellness Coordinator (Grade 523E) in the Division of Police, effective upon passage of

Council. This has a 12-month cost savings of $95,674.66. A classified Behavioral Health and Wellness Coordinator was created in January. (L0370-25) (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/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: April 11, 2025

RE: Abolish position - Division of Police

Request:
The attached action is requesting authorization to abolish one (1) unclassified civil service position of Behavioral Health and Wellness Coordinator (Grade 523E) in the Division of Police, effective upon passage of Council.

Why are you requesting:
The Division of Police created a classified Behavioral Health and Wellness Coordinator position on January 27, 2025. The unclassified position was originally grant-funded and funding has since ended, so the unclassified position is no longer necessary.

What is the cost in this budget year and future budget year?
This has a 12-month cost savings of $95,674.66.

Position Title	Annual Salary Before	Annual Salary After	Annual Increase/Decrease
Behavioral Health and Wellness Coordinator	$70,499.52	$0	($70,499.52)
Total Annual Impact/ Salary and Benefits ($95,674.66)			

File Number: 0370-25

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: 4/11/25

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 Police (550)									**Division of Police (550)**							
550.002	1	517	523E	Behavioral Health and Wellness Coordinator	-----	-----	-----		-----	-----	-----	-----	-----	-----	-----	-----

Bluesheet 25-0046

Division of Police

Description		1 or -1	Hour Rate	***63122*** Base Comp	***63511*** Benefits Cost 19.71% Pension	***63615*** Other Fringe	***63621*** 6.20% FICA	***63622*** 0.044% Unemp	***63624*** 1.45% Medicare	Employee Total Cost
Behavioral Health and Wellness Coordinator	Abolish	-1.00	33.894	($70,499.52)	($13,895.46)	($5,528.88)	($4,635.64)	($31.02)	($1,084.14)	($95,674.66)
Pay Periods				($70,499.52)	($13,895.46)	($5,528.88)	($4,635.64)	($31.02)	($1,084.14)	($95,674.66)

Annual Cost: ($95,674.66)

Taxable Fringe	$4,268.88
Total Fringe	$5,528.88

ORDINANCE NO. _____ - 2025

AN ORDINANCE AMENDING THE AUTHORIZED STRENGTH BY ABOLISHING ONE (1) UNCLASSIFIED POSITION OF BEHAVIORAL HEALTH AND WELLNESS COORDINATOR, GRADE 523E, IN THE DIVISION OF POLICE, EFFECTIVE UPON PASSAGE OF COUNCIL.

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

Section 1 – That subsection line number 550.002 in the unclassified civil service authorized strength be and hereby is deleted.

Section 2 – That this Ordinance shall be effective upon passage of Council.

PASSED URBAN COUNTY COUNCIL:

_____
MAYOR

ATTEST:

_____
CLERK OF URBAN COUNTY COUNCIL
PUBLISHED:
0370-25:GET: 4900-8128-2102, v. 1

ORDINANCE NO. 031 - 2025

AN ORDINANCE AMENDING THE AUTHORIZED STRENGTH BY ABOLISHING ONE (1) UNCLASSIFIED POSITION OF BEHAVIORAL HEALTH AND WELLNESS COORDINATOR, GRADE 523E, IN THE DIVISION OF POLICE, EFFECTIVE UPON PASSAGE OF COUNCIL.

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

Section 1 – That subsection line number 550.002 in the unclassified civil service authorized strength be and hereby is deleted.

Section 2 – That this Ordinance shall be effective upon passage of Council.

PASSED URBAN COUNTY COUNCIL: May 8,2025

Linda Gorton
MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL
PUBLISHED: May 16,2025-1t

0370-25:GET: 4900-8128-2102, v. 1

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0371-25

File ID:	0371-25	**Type:**	Ordinance	**Status:**	Approved
Version:	1	**Contract #:**		**In Control:**	Urban County Council
				File Created:	04/11/2025
File Name:	25-0045 Create - Fire and Emergency Services			**Final Action:**	05/08/2025

Title: An Ordinance amending the authorized strength by creating two (2) classified positions of Overdose Prevention Project Coordinator, Grade 519N, in the Div. of Fire and Emergency Services, effective upon passage of Council. [Div. of Human Resources, George]

Notes:

Sponsors:

Enactment Date: 05/08/2025

Attachments: Bluesheet Memo 25-0045, From to 25-0045, HR Fiscal Impact- 25-0045, ORD 0371-25 create overdose prevention project coordinator 4899-9182-5206 v.1.docx, O-032-2025

Enactment Number: O-032-2025

Deed #:

Hearing Date:

Drafter: Alana Morton

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	04/22/2025	Approved and Referred to Docket	Urban County Council	04/24/2025		Pass
1	Urban County Council	04/24/2025	Received First Reading	Urban County Council	05/08/2025		
1	Urban County Council	05/08/2025	Approved				Pass

Text of Legislative File 0371-25

Title

An Ordinance amending the authorized strength by creating two (2) classified positions of Overdose Prevention Project Coordinator, Grade 519N, in the Div. of Fire and Emergency Services, effective upon passage of Council. [Div. of Human Resources, George]

Summary

Authorization to create two (2) classified positions of Overdose Prevention Project Coordinator (Grade 519N), in the Division of Fire and Emergency Services, effective upon

passage of Council. This has a 12-month fiscal impact of $159,501.58. (L0371-25)
(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/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: April 11, 2025

SUBJECT: **Create Positions – Division of Fire and Emergency Services**

Request:
The attached is requesting authorization to create two (2) classified positions of Overdose Prevention Project Coordinator (Grade 519N), in the Division of Fire and Emergency Services, effective upon passage of Council.

Why are you requesting?
The Division of Fire and Emergency Services requests to make these positions classified civil service positions. Currently, there are four unclassified Overdose Prevention Project Coordinator positions. Once any vacancies arise in these unclassified positions, they will be abolished.

What is the cost in this budget year and future budget year?
This has a 12-month fiscal impact of $159,501.58.

Position Title	Annual Salary Before	Annual Salary After	Annual Increase/Decrease
Overdose Prevention Project Coordinator	$0	$58,000.80	$58,000.80

Overdose Prevention Project Coordinator	$0	$58,000.80	$58,000.80
Total Annual Impact/ Salary and Benefits $159,501.58			

File Number: *0371-25*

Director/Commission: Glenda Humphrey George/Sally Hamilton

If you have any questions or need additional information, please contact Alana Morton 859-258-3037.

Lexington-Fayette Urban County Government

Changes in Authorized Positions

Date: 4/11/25

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 Fire and Emergency Services (570)									**Division of Fire and Emergency Services (570)**							
-----	-----	-----	-----	-----	-----	-----	-----		570.031	2	546	519N	Overdose Prevention Project Coordinator	-----	-----	-----

Bluesheet 25-0045

Division of Fire and Emergency Services

Description		1 or -1	Hour Rate	***63122*** Base Comp	***63511*** Benefits Cost 19.71% Pension	***63615*** Other Fringe	***63621*** 6.20% FICA	***63622*** 0.044% Unemp	***63624*** 1.45% Medicare	Employee Total Cost
Overdose Prevention Project Coordinator (Grade 519)	Create	1.00	27.885	$58,000.80	$11,431.96	$5,528.88	$3,860.72	$25.52	$902.91	$79,750.79
Overdose Prevention Project Coordinator (Grade 519)	Create	1.00	27.885	$58,000.80	$11,431.96	$5,528.88	$3,860.72	$25.52	$902.91	$79,750.79
Pay Periods				$116,001.60	$22,863.92	$11,057.76	$7,721.44	$51.04	$1,805.82	$159,501.58

Annual Cost: $159,501.58

Taxable Fringe	$4,268.88
Total Fringe	$5,528.88

ORDINANCE NO. _____ - 2025

AN ORDINANCE AMENDING THE AUTHORIZED STRENGTH BY CREATING TWO (2) CLASSIFIED POSITIONS OF OVERDOSE PREVENTION PROJECT COORDINATOR, GRADE 519N, IN THE DIVISION OF FIRE AND EMERGENCY SERVICES, EFFECTIVE UPON PASSAGE OF COUNCIL.

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

Section 1 – That the following subsection line number in the classified civil service authorized strength be and hereby is created to read as follows:

570.031	2	546	519N	Overdose Prevention Project Coordinator

Section 2 – That this Ordinance shall be effective upon passage of Council.

PASSED URBAN COUNTY COUNCIL:

_____
MAYOR

ATTEST:

_____
CLERK OF URBAN COUNTY COUNCIL
PUBLISHED:
0371-25:GET: 4899-9182-5206, v. 1

ORDINANCE NO. 032 - 2025

AN ORDINANCE AMENDING THE AUTHORIZED STRENGTH BY CREATING TWO (2) CLASSIFIED POSITIONS OF OVERDOSE PREVENTION PROJECT COORDINATOR, GRADE 519N, IN THE DIVISION OF FIRE AND EMERGENCY SERVICES, EFFECTIVE UPON PASSAGE OF COUNCIL.

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

Section 1 – That the following subsection line number in the classified civil service authorized strength be and hereby is created to read as follows:

570.031	2	546	519N	Overdose Prevention Project Coordinator

Section 2 – That this Ordinance shall be effective upon passage of Council.

PASSED URBAN COUNTY COUNCIL: May 8,2025

Linda Gorton
MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL
PUBLISHED: May 16,2025-1t

0371-25:GET: 4899-9182-5206, v. 1

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0372-25

File ID: 0372-25 **Type:** Resolution **Status:** Approved

Version: 1 **Contract #:** **In Control:** Urban County Council

File Created: 04/13/2025

File Name: Safe Restraints Inc. - Quote & Sole Source Certification - Transport Harness **Final Action:** 05/08/2025

Title: A Resolution authorizing the Div. of Police to purchase transport harnesses from Safe Restraints Inc., a sole source provider, and authorizing the Mayor, on behalf of the Urban County Government, to execute any necessary Agreement with Safe Restraints Inc., related to the procurement at a cost not to exceed $43,527.24. [Div. of Police, Weathers]

Notes:

Sponsors: **Enactment Date:** 05/08/2025

Attachments: Cover Memo - Safe Restraints Inc. - Transport Harness.pdf, Quote - Safe Restraints Inc (The Wrap).pdf, SOLE SOURCE CERTIFICATION - Safe Restraints Inc..pdf, 372-25 safe restraints 4896-3633-1319 v.1.docx, R-189-2025 **Enactment Number:** R-189-2025

Deed #: **Hearing Date:**

Drafter: Renita Happy **Effective Date:**

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	04/22/2025	Approved and Referred to Docket	Urban County Council	04/24/2025		Pass
1	Urban County Council	04/24/2025	Received First Reading	Urban County Council	05/08/2025		
1	Urban County Council	05/08/2025	Approved				Pass

Text of Legislative File 0372-25

Title

A Resolution authorizing the Div. of Police to purchase transport harnesses from Safe Restraints Inc., a sole source provider, and authorizing the Mayor, on behalf of the Urban County Government, to execute any necessary Agreement with Safe Restraints Inc., related to the procurement at a cost not to exceed $43,527.24. [Div. of Police, Weathers]

Summary

Authorization to establish Safe Restraints Inc., as a sole source vendor and approve the purchase of transport harnesses at a cost of $43,527.24 for the purpose of transporting people in Police custody by Lexington Fire Department Emergency Care Units. Funds are Budgeted. (L0372-25)(Weathers/Armstrong)

Budgetary Implications: YES

Advance Document Review:

Law: Yes, Michael Sanner, 4/11/2025

Risk Management: No

Fully Budgeted: Yes

Account Number: 1101-505507-5571-75801

Year Impact: $43,527.24

Annual Impact: $ -0-

Project:

Activity:

Budget Reference:

Current Balance: $174,705.66

MAYOR LINDA GORTON

LEXINGTON

LAWRENCE WEATHERS
CHIEF
LEXINGTON POLICE DEPT.

TO: Mayor Linda Gorton
Urban County Council

FROM: Chief Lawrence B. Weathers
Lexington Police Department

CC: Commissioner Kenneth Armstrong
Department of Public Safety

DATE: April 13, 2025

SUBJECT: Safe Restraints Inc. – Quote & Sole Source Certification

Request
Authorization to establish Safe Restraints Inc., as a sole source vendor and approval of attached quote to purchase transport harnesses.

Why are you requesting?
In accordance with Lexington Fire Department policy (Emergency Care, EC), all police custody transports are required to be handcuffed in the front, or to be able to provide one arm for medical purposes. An effective solution to this policy change is the Transport Harness. The Transport Harness is a waist chain replacement with increased safety and security options. It is considerably lighter and easier to store than a metal chain. It provides comfortable restraint but cannot be manipulated or used as a weapon. Unlike the conventional waist chain, The Transport Harness allows for optional methods of securing the arms. The arms/hands can be restrained behind their back, in their front, or even one arm/hand to the front and the other to the back. These options allow a restrained person to feed themselves, etc., while providing control. If the individual became violent, a full-body restraint can be accomplished by adding the full WRAP leg restraint. The Police Department is requesting approval from the Urban County Council and Mayor Gorton in regards to establishing Safe Restraints Inc., as a sole source vendor, and authorize purchase of the Transport Harnesses (quote attached).

What is the cost in this budget year and future budget years? $43,527.24

Are the funds budgeted? Funds are budgeted - Acct #1101-505507-5571-75801
File Number: 0372-25
Director/Commissioner: **Lawrence B. Weathers, Chief**
LBW/rmh **Lexington Police Department**

Quote

Make Checks Payable to:
Safe Restraints, Inc.
1701 El Nido #771
Diablo, CA 94528

DATE April 4, 2025
Quote Number TFCF040425LPD27

Prepared by: Reese Fasnacht
Phone: 360-509-2309

Bill To:

Lexington Police Department
Attn: Lt. Donnell Gordon
1795 Old Frankfort Pike
Lexington, KY 40504

Comments or special instructions: Tax will be assessed by purchaser on items ordered out of the state of California. **4% service charge on payment by Credit Card. Return Policy: Command Sourcing must be notified prior to receipt of any returned items and a restocking fee may be assessed.**

Qty	Description	Amount
36	The Transport Harness Kit @ $1285	$46,260.00
	Designated to Patrol Sergeants	
	FULL virtual instructor training with 2 year certification	INCLUDED
	Five Year Conditional Repair Support	INCLUDED
	Volume Discount	($3,600.00)
	Shipping/Handling	$867.24
	TOTAL:	$43,527.24
	Sales Tax:	
	GRAND TOTAL:	$43,527.24

THANK YOU FOR YOUR BUSINESS!

LEXINGTON

JUSTIFICATION FOR SOLE SOURCE CERTIFICATION

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

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

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

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

Requesting Division

Name Lt. Donnell Gordon Division/Dept Police

Phone 859-425-2320 Email dgordon@lexingtonpolice.ky.gov

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

Cost: Over $9,999

Sole Source Request for the Purchase of: Transport Harness

■ 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 Safe Restraints, Inc.

Contact Name Reese Fasnachet

Address 1701 El Nido #771, Diablo, CA 94528

Phone (360) 509-2309 Email

STATEMENT OF NEED: (Add additional pages as needed)

LEXINGTON

JUSTIFICATION FOR SOLE SOURCE CERTIFICATION

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

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

This transport harness is proprietary and specifc to the needs of the transportation of high risk prisoners with medical needs.

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

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

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

☐ Uniqueness of the service. Describe.

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

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

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

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

-

LEXINGTON

JUSTIFICATION FOR SOLE SOURCE CERTIFICATION

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

Previous knowledge of the sole nature of this company, but both phone inquries and web searches revealed there is no other option for purchase.

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 is determined to be fair and reasonable based on prior purchases from the vendor for other restraint solutions. This price appears reasonable based on the engineering, materials and value added and risk mitigation to police operations.

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

This equipment is not available from any other supplier.

RESOLUTION NO. _____ - 2025

A RESOLUTION AUTHORIZING THE DIVISION OF POLICE TO PURCHASE TRANSPORT HARNESSES FROM SAFE RESTRAINTS INC., A SOLE SOURCE PROVIDER, AND AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE ANY NECESSARY AGREEMENT WITH SAFE RESTRAINTS INC., RELATED TO THE PROCUREMENT AT A COST NOT TO EXCEED $43,527.24.

_____

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

Section 1 - That the Division of Police is authorized to purchase transport harnesses statistics from Safe Restraints Inc., a sole source provider, and the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute any necessary agreement with Safe Restraints Inc., related to the procurement.

Section 2 - That an amount, not to exceed the sum of $43,527.24, be and hereby is approved for payment to Safe Restraints Inc., from account #1101-505507-75801.

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

PASSED URBAN COUNTY COUNCIL:

_____
MAYOR

ATTEST:

_____
CLERK OF URBAN COUNTY COUNCIL
372-25:MRS:4896-3633-1319, v. 1

RESOLUTION NO. 189 - 2025

A RESOLUTION AUTHORIZING THE DIVISION OF POLICE TO PURCHASE TRANSPORT HARNESSES FROM SAFE RESTRAINTS INC., A SOLE SOURCE PROVIDER, AND AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE ANY NECESSARY AGREEMENT WITH SAFE RESTRAINTS INC., RELATED TO THE PROCUREMENT AT A COST NOT TO EXCEED $43,527.24.

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

Section 1 - That the Division of Police is authorized to purchase transport harnesses statistics from Safe Restraints Inc., a sole source provider, and the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute any necessary agreement with Safe Restraints Inc., related to the procurement.

Section 2 - That an amount, not to exceed the sum of $43,527.24, be and hereby is approved for payment to Safe Restraints Inc., from account #1101-505507-75801.

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

PASSED URBAN COUNTY COUNCIL: May 8, 2025

Linda Gorton
MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

372-25:MRS:4896-3633-1319, v. 1

Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0373-25

File ID:	0373-25	**Type:**	Resolution	**Status:**	Approved
Version:	2	**Contract #:**	126-2025	**In Control:**	Urban County Council
				File Created:	04/14/2025
File Name:	Request Council authorization to submit the 2025 Consolidated Plan, accepting awards of federal funds for Community Development Block Grant Program in the amount of $2,320,758, HOME Investment Partnerships Program in the amount of $1,206,372.03, and Emerg			**Final Action:**	05/08/2025

Title: A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute and submit the 2025 Consolidated Plan/Grant Application to the United States Dept. of Housing and Urban Development (HUD), to provide any additional information requested in connection with this Grant Application, and to accept the Grant if the application is approved, which Grant funds for the FY 2026 Community Development Block Grant (CDBG) Program ($2,320,758.00), HOME Program ($1,206,372.03), and Emergency Solutions Grant (ESG) Program ($205,743.00), the acceptance of which obligates the Urban County Government to the expenditure of $361,000.00 from various funding sources as a local match; and authorizing the Mayor to execute Agreements for the approved plan; and authorizing the Mayor to transfer unencumbered funds within the Grant Budget. [Div. of Grants and Special Programs, Reynolds]

Notes: SAF CILOO in the CCO. Returned to Celia Moore 5/20/2025. MS

SAF in the CCO. REturned to Celia Moore via pick up box 6/24/2025. MS

Sponsors:		**Enactment Date:**	05/08/2025
Attachments:	25 - Blue Sheet Memo Con Plan, FY 2026 Budget Amendment - Con Plan, FY 2026 Budget Amendment - Con Plan, Recommended Projects for FY25 Con Plan, TextFile15-Apr-2025-10-00-34, RESO 0373-25- 2025 Consolidated Plan 4920-3217-3882 v.1.docx, R-190-2025, Contract #126-2025, Contract #126-2025	**Enactment Number:**	R-190-2025
Deed #:		**Hearing Date:**	
Drafter:	Katrina James	**Effective Date:**	

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
2	Urban County Council Work Session	04/22/2025	Approved and Referred to Docket	Urban County Council	04/24/2025		Pass
2	Urban County Council	04/24/2025	Received First Reading	Urban County Council	05/08/2025		
2	Urban County Council	05/08/2025	Approved				Pass

Text of Legislative File 0373-25

Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute and submit the 2025 Consolidated Plan/Grant Application to the United States Dept. of Housing and Urban Development (HUD), to provide any additional information requested in connection with this Grant Application, and to accept the Grant if the application is approved, which Grant funds for the FY 2026 Community Development Block Grant (CDBG) Program ($2,320,758.00), HOME Program ($1,206,372.03), and Emergency Solutions Grant (ESG) Program ($205,743.00), the acceptance of which obligates the Urban County Government to the expenditure of $361,000.00 from various funding sources as a local match; and authorizing the Mayor to execute Agreements for the approved plan; and authorizing the Mayor to transfer unencumbered funds within the Grant Budget. [Div. of Grants and Special Programs, Reynolds]

Summary

Authorization to submit the 2025 Consolidated Plan, accepting awards of Federal funds for Community Development Block Grant Program in the amount of $2,320,758, HOME Investment Partnerships Program in the amount of $1,206,372.03, and Emergency Solutions Grants Program in the amount of $205,743, from the U.S. Department of Housing and Urban Development for FY 2026, and to authorize execution of Agreements with subrecipients in accordance with approved plan subject to final Federal allocation amounts for Fiscal Year 2026. Matching funds in the amount of $361,000 are included in the FY26 Mayor's Proposed Budget. (L0373-25)(Reynolds/Lanter)

Budgetary Implications: Yes

Advance Document Review:

Law: N/A

Risk Management: N/A

Fully Budgeted: Budget amendments are in process for Fiscal Year 2026.

Account Number:

This Fiscal Year Impact: $

Annual Impact: $

Project:

Activity:

Budget Reference:

Current Balance:

MAYOR LINDA GORTON

LEXINGTON

THERESA REYNOLDS
DIRECTOR
GRANTS & SPECIAL PROGRAMS

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

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

DATE: **APRIL 11, 2025**

SUBJECT: **Submission of 2025 Consolidated Plan, including Community Development Block Grant Program, HOME Investment Partnerships Program, and Emergency Solutions Grants Program**

Request: Council authorization to submit the 2025 Consolidated Plan, accepting awards of federal funds for Community Development Block Grant Program in the amount of $2,320,758, HOME Investment Partnerships Program in the amount of $1,206,372.03, and Emergency Solutions Grants Program in the amount of $205,743, from the U.S. Department of Housing and Urban Development for FY 2026, and to authorize execution of agreements with subrecipients in accordance with approved plan subject to final Federal allocation amounts for Fiscal Year 2026. Matching funds in the amount of $361,000 are included in the FY26 Mayor's Proposed Budget.

Purpose of Request: The U.S. Department of Housing and Urban Development (HUD) requires a consolidated application for jurisdictions receiving funds through HUD's Community Planning and Development programs. The purpose of the Consolidated Plan is to serve as the planning document for the Lexington-Fayette Urban County Government's participation in these programs. The overall goal of the programs is to develop viable urban communities by providing decent housing, a suitable living environment, and expanding economic opportunities for low and moderate-income persons. The proposed 2025 Consolidated Plan includes a housing market needs analysis and a five-year strategic plan along with the jurisdiction's goal and objectives for addressing housing and community development needs five year period from July 1, 2025 through June 30, 2029. The proposed 2025 Consolidated Plan consists of a one-year action plan providing for the expenditure of Community Development Block Grant (CDBG) funds, HOME Investment Partnerships funds, and Emergency Solutions Grants (ESG) funds for Fiscal Year 2026 (the period of July 1, 2025 through June 30, 2026) to address some of the identified needs.

Federal regulations require that an active citizens' participation process be used to identify needs and to recommend the allocation of these federal resources. Two required public hearings have been conducted to solicit citizen comment on the housing and non-housing needs of the low-income population and on the budgeting of these federal funds to address identified needs. Applications for ESG, HOME, and CDBG funds were accepted through a uniform application process. Applications were available through the LFUCG web page for the convenience of

agencies having an interest in Consolidated Plan funding. The applications received were reviewed by the staff of the Division of Grants and Special Programs. Their recommendations for funding were reviewed by staff of the Chief Administrative Officer. The proposed plan was made available for public comment as provided by the approved Citizens Participation Plan on April 16, 2025. The 30-day comment period will expire on May 16, 2025.

What is the cost in this budget year and future budget years? The Action Plan describes how funds available through the three program areas will be allocated and spent during Fiscal Year 2026. Matching funds in the amount of $361,000 are included in the FY26 Mayor's Proposed Budget. Future budget years are dependent upon federal allocations of these funds, which has not yet been finalized.

PROGRAM	FEDERAL AMOUNT	LOCAL GENERAL FUND MATCH—FY 2026	IN-KIND MATCH FROM SUBRECIPIENTS	PROGRAM INCOME	TOTAL
CDBG	$2,320,758	$0	$0	$175,000	$2,495,758
HOME	$1,206,372.03	$300,000	$0	$100,000	$1,606,372.03
ESG	$205,743	$61,000	$144,743	$0	$411,486
TOTALS	**$3,732,873.03**	**$361,000**	**$144,743**	**$275,000**	**$4,513,616.03**

These funds will be expended on public improvements, housing rehabilitation, public services, a first-time homebuyer program, development of homeownership units for low-income households, development of rental units for low-income populations, operational support for emergency housing, and planning and administration activities. A list of recommended projects is attached to the Legistar file.

Are the funds budgeted? Budget amendments are in process for Fiscal Year 2026.

File Number: 0373-25

Director/Commissioner: Reynolds/Lanter

Don't worry about this column	Don't worry about this column										Don't worry about this column	Expenditures in this column	Revenue in this column	
Type	Date	Business	Ledger	Account	Dept ID	Fund	Section	Site	Project	Activity	Budget Reference	PCBU	Amount	Rev Amt	Descr
		LFUCG	ACCOUNT	63111	160201	3120	0001		CDBG_2025	C21A	2026		180,877		CIVIL SERVICE SALARIES
		LFUCG	ACCOUNT	63511	160201	3120	0001		CDBG_2025	C21A	2026		33,679		PENSION
		LFUCG	ACCOUNT	63615	160201	3120	0001		CDBG_2025	C21A	2026		17,587		LIFE/HEALTH/DENTAL/VISION
		LFUCG	ACCOUNT	63621	160201	3120	0001		CDBG_2025	C21A	2026		12,336		FICA
		LFUCG	ACCOUNT	63622	160201	3120	0001		CDBG_2025	C21A	2026		42		UNEMPLOYMENT INSURANCE
		LFUCG	ACCOUNT	63624	160201	3120	0001		CDBG_2025	C21A	2026		2,885		MEDICARE
		LFUCG	ACCOUNT	63625	160201	3120	0001		CDBG_2025	C21A	2026		500		VOLUNTARY BENEFITS
		LFUCG	ACCOUNT	71299	160201	3120	0001		CDBG_2025	C21A	2026		11,088		OTHER PROFESSIONAL SERVICES
		LFUCG	ACCOUNT	74102	160201	3120	0001		CDBG_2025	C21A	2026		1,000		PROFESSIONAL DEVELOPMENT
		LFUCG	ACCOUNT	74201	160201	3120	0001		CDBG_2025	C21A	2026		500		BUSINESS TRAVEL
		LFUCG	ACCOUNT	75101	160201	3120	0001		CDBG_2025	C21A	2026		1,500		OPERATING SUPPLIES
		LFUCG	ACCOUNT	75104	160201	3120	0001		CDBG_2025	C21A	2026		7,000		NEWSPAPER ADVERTISING
		LFUCG	ACCOUNT	75801	160201	3120	0001		CDBG_2025	C21A	2026		700		EQUIPMENT < $5,000
		LFUCG	ACCOUNT	76101	160201	3120	0001		CDBG_2025	C21A	2026		500		REPAIRS AND MAINTENANCE
		LFUCG	ACCOUNT	77801	160201	3120	0001		CDBG_2025	C21A	2026		1,500		DUES
		LFUCG	ACCOUNT	77802	160201	3120	0001		CDBG_2025	C21A	2026		100		SUBSCRIPTIONS AND PUBLICATIONS
		LFUCG	ACCOUNT	71101	900402	3120	0001		CDBG_2025	C21A	2026		25,000		OUTSIDE AGENCY - HUMAN RIGHTS
		LFUCG	ACCOUNT	63111	160201	3120	0001		CDBG_2025	C14H	2026		328,328		CIVIL SERVICE SALARIES
		LFUCG	ACCOUNT	63511	160201	3120	0001		CDBG_2025	C14H	2026		61,135		PENSION
		LFUCG	ACCOUNT	63615	160201	3120	0001		CDBG_2025	C14H	2026		32,332		LIFE/HEALTH/DENTAL/VISION
		LFUCG	ACCOUNT	63621	160201	3120	0001		CDBG_2025	C14H	2026		22,392		FICA
		LFUCG	ACCOUNT	63622	160201	3120	0001		CDBG_2025	C14H	2026		76		UNEMPLOYMENT INSURANCE
		LFUCG	ACCOUNT	63624	160201	3120	0001		CDBG_2025	C14H	2026		5,237		MEDICARE
		LFUCG	ACCOUNT	63625	160201	3120	0001		CDBG_2025	C14H	2026		500		VOLUNTARY BENEFITS
		LFUCG	ACCOUNT	71201	160201	3120	0001		CDBG_2025	C14H	2026		7,000		PROF SVS--LEGAL
		LFUCG	ACCOUNT	71213	160201	3120	0001		CDBG_2025	C14H	2026		7,200		PROF SVS--APPRAISALS
		LFUCG	ACCOUNT	71299	160201	3120	0001		CDBG_2025	C14H	2026		19,000		PROF SVS--OTHER
		LFUCG	ACCOUNT	71303	160201	3120	0001		CDBG_2025	C14H	2026		485		RENT OR LEASE
		LFUCG	ACCOUNT	72203	160201	3120	0001		CDBG_2025	C14H	2026		4,000		CELL PHONE
		LFUCG	ACCOUNT	75101	160201	3120	0001		CDBG_2025	C14H	2026		1,500		OPERATING SUPPLIES
		LFUCG	ACCOUNT	74102	160201	3120	0001		CDBG_2025	C14H	2026		1,500		CONFERENCES AND OTHER TRAINING
		LFUCG	ACCOUNT	74201	160201	3120	0001		CDBG_2025	C14H	2026		250		BUSINESS TRAVEL
		LFUCG	ACCOUNT	76101	160201	3120	0001		CDBG_2025	C14H	2026		2,500		REPAIRS AND MAINTENANCE
		LFUCG	ACCOUNT	77801	160201	3120	0001		CDBG_2025	C14H	2026		150		DUES
		LFUCG	ACCOUNT	77802	160201	3120	0001		CDBG_2025	C14H	2026		150		SUBSCRIPTIONS
		LFUCG	ACCOUNT	71101	900313	3120	0001		CDBG_2025	C03	2026		50,000		OUTSIDE AGENCY - Arbors
		LFUCG	ACCOUNT	71101	900235	3120	0001		CDBG_2025	C05D	2026		50,000		OUTSIDE AGENCY - New Beginnings
		LFUCG	ACCOUNT	71101	900237	3120	0001		CDBG_2025	CO5D	2026		20,000		OUTSIDE AGENCY - Repairers Lexington
		LFUCG	ACCOUNT	71101	900324	3120	0001		CDBG_2025	C05	2026		30,000		OUTSIDE AGENCY - Moveable Feast Lexington
		LFUCG	ACCOUNT	78105	160201	3120	0001		CDBG_2026	C14A	2026		213,614		ASSISTANCE-HOUSING REHAB
		LFUCG	ACCOUNT	78105	160201	3120	0001		CDBG_2026	C14_EM	2026		200,000		ASSISTANCE-HOUSING REHAB--ER
		LFUCG	ACCOUNT	71101	900304	3120	0001		CDBG_2026	C03			141,615		PUBLIC FACILITY - GreenHouse17
		LFUCG	CAP_ACCT	91713	303202	3120	3211		CDBG_2026	C03	2026		1,000,000		CONSTRUCTION-CURB & GUTTER
		LFUCG	REVEST	44010	160201	3120	0001		CDBG_2026	FED_GRANT	2026		2,495,758	2,320,758	INTERGOVERNMENTAL-FEDERAL
		LFUCG	REVEST	45141	160201	3120	0001		CDBG_2026	C14A	2026			20,000	INTEREST INCOME
		LFUCG	REVEST	46540	160201	3120	0001		CDBG_2026	C14A	2026			145,000	LOAN INCOME
		LFUCG	REVEST	46720	160201	3120	0001		CDBG_2026	C14A	2026			10,000	MISCELLANEOUS
														2,495,758	

Don't worry about this column	Don't worry about this column										Don't worry about this column	Expenditures in this column	Revenue in this column	
Type	Date	Business	Ledger	Account	Dept ID	Fund	Section	Site	Project	Activity	Budget Reference	PCBU	Amount	Rev Amt	Descr
		LFUCG	ACCOUNT	63111	160201	3120	0001		HOME_2026	H05	2026		68,758		CIVIL SERVICE SALARIES
		LFUCG	ACCOUNT	63511	160201	3120	0001		HOME_2026	H05	2026		12,803		PENSION
		LFUCG	ACCOUNT	63615	160201	3120	0001		HOME_2026	H05	2026		6,676		LIFE/HEALTH/DENTAL/VISION
		LFUCG	ACCOUNT	63621	160201	3120	0001		HOME_2026	H05	2026		4,689		FICA
		LFUCG	ACCOUNT	63622	160201	3120	0001		HOME_2026	H05	2026		16		UNEMPLOYMENT INSURANCE
		LFUCG	ACCOUNT	63624	160201	3120	0001		HOME_2026	H05	2026		1,097		MEDICARE
		LFUCG	ACCOUNT	63625	160201	3120	0001		HOME_2026	H05	2026		200		VOLUNTARY BENEFITS
		LFUCG	ACCOUNT	71201	160201	3120	0001		HOME_2026	H05	2026		1,000		PROF SVS--LEGAL
		LFUCG	ACCOUNT	71213	160201	3120	0001		HOME_2026	H05	2026		1,000		PROF SVS--APPRAISALS
		LFUCG	ACCOUNT	71299	160201	3120	0001		HOME_2026	H05	2026		1,000		PROFESSIONAL SERVICES
		LFUCG	ACCOUNT	75101	160201	3120	0001		HOME_2026	H05	2026		1,000		OPERATING SUPPLIES
		LFUCG	ACCOUNT	76101	160201	3120	0001		HOME_2026	H05	2026		1,000		REPAIRS AND MAINTENANCE
		LFUCG	ACCOUNT	77801	160201	3120	0001		HOME_2026	H05	2026		200		DUES
		LFUCG	ACCOUNT	77802	160201	3120	0001		HOME_2026	H05	2026		200		SUBSCRIPTIONS AND PUBLICATIONS
		LFUCG	ACCOUNT	78107	900205	3120	0001		HOME_2026	H01	2026		90,000		FINANCIAL ASSISTANCE - LEX HABITAT
		LFUCG	ACCOUNT	71101	900207	3120	0001		HOME_2026	H05	2026		20,000		OUTSIDE AGENCY - FCLDC
		LFUCG	ACCOUNT	71101	900207	3120	0001		HOME_2026	H02	2026		180,956		OUTSIDE AGENCY - FCLDC
		LFUCG	ACCOUNT	71101	900264	3120	0001		HOME_2026	H03	2026		500,000		OUTSIDE AGENCY
		LFUCG	ACCOUNT	78105	160201	3120	0001		HOME_2026	H04	2026		715,777		ASSISTANCE--HOUSING REHAB
		LFUCG	REVEST	44010	160201	3120	0001		HOME_2026	FED_GRANT	2026		1,606,372.03	1,206,372.03	INTERGOVERNMENTAL-FEDERAL
		LFUCG	REVEST	45141	160201	3120	0001		HOME_2026	H01	2026			10,000	INTEREST INCOME
		LFUCG	REVEST	45911	160201	3120	0001		HOME_2026	FED_GRANT	2026			300,000	TRANSFER FROM GENERAL SERVICE
		LFUCG	REVEST	46540	160201	3120	0001		HOME_2026	H01	2026			80,000	LOAN INCOME
		LFUCG	REVEST	46720	160201	3120	0001		HOME_2026	H01	2026			10,000	MISCELLANEOUS
														1,606,372.03	
		LFUCG	ACCOUNT	63111	160201	3120	0001		EMRG_SOL_2026	ADMIN	2026		10,833.00		CIVIL SERVICE SALARIES
		LFUCG	ACCOUNT	63511	160201	3120	0001		EMRG_SOL_2026	ADMIN	2026		2,017.00		PENSION
		LFUCG	ACCOUNT	63615	160201	3120	0001		EMRG_SOL_2026	ADMIN	2026		883.00		LIFE/HEALTH/DENTAL/VISION
		LFUCG	ACCOUNT	63621	160201	3120	0001		EMRG_SOL_2026	ADMIN	2026		739.00		FICA
		LFUCG	ACCOUNT	63622	160201	3120	0001		EMRG_SOL_2026	ADMIN	2026		3.00		UNEMPLOYMENT INSURANCE
		LFUCG	ACCOUNT	63624	160201	3120	0001		EMRG_SOL_2026	ADMIN	2026		173.00		MEDICARE
		LFUCG	ACCOUNT	63625	160201	3120	0001		EMRG_SOL_2026	ADMIN	2026		200.00		VOLUNTARY BENEFITS
		LFUCG	ACCOUNT	75103	160201	3120	0001		EMRG_SOL_2026	ADMIN	2026		500.00		SOFTWARE OPERATING
		LFUCG	ACCOUNT	71101	900313	3120	0001		EMRG_SOL_2026	SHELTER	2026		73,445		OUTSIDE AGENCIES - ARBOR
		LFUCG	ACCOUNT	82301	900313	3120	0001		EMRG_SOL_2026	SHELTER	2026		73,445		OTHER GRANT MATCH--INTANGIBLE
		LFUCG	ACCOUNT	71101	900313	3120	0001		EMRG_SOL_2026	RAP_REHO	2026		74,624		OUTSIDE AGENCIES - ARBOR
		LFUCG	ACCOUNT	82301	900313	3120	0001		EMRG_SOL_2026	RAP_REHO	2026		74,624		OTHER GRANT MATCH--INTANGIBLE
		LFUCG	ACCOUNT	71101	900304	3120	0001		EMRG_SOL_2026	SHELTER	2026		50,000		OUTSIDE AGENCIES - GREENHOUSE17
		LFUCG	ACCOUNT	82301	900304	3120	0001		EMRG_SOL_2026	SHELTER	2026		50,000		OTHER GRANT MATCH--INTANGIBLE
		LFUCG	REVEST	44010	160201	3120	0001		EMRG_SOL_2026	MS_GRANT	2026		411,486	205,743	INTERGOVERNMENTAL-FEDERAL
		LFUCG	REVEST	45911	160201	3120	0001		EMRG_SOL_2026	MS_GRANT	2026			61,000	TRANSFER FROM GENERAL SERVICE
		LFUCG	REVEST	45931	900313	3120	0001		EMRG_SOL_2026	RAP_REHO	2026			21,298	OTHER GRANT MATCH--INTANGIBLE
		LFUCG	REVEST	45931	900304	3120	0001		EMRG_SOL_2026	SHELTER	2026			50,000	OTHER GRANT MATCH--INTANGIBLE
		LFUCG	REVEST	45931	900313	3120	0001		EMRG_SOL_2026	SHELTER	2026			73,445	OTHER GRANT MATCH--INTANGIBLE
														411,486	

Don't worry about this column	Don't worry about this column											Don't worry about this column	Expenditures in this column	Revenue in this column	
Type	Date	Business	Ledger	Account	Dept ID	Fund	Section	Site	Project	Activity	Budget Reference	FCBU	Amount	Rev Amt	Descr
		LFUCG	ACCOUNT	63111	160201	3120	0001		CDBG_2025	C21A	2026		180,877		CIVIL SERVICE SALARIES
		LFUCG	ACCOUNT	63511	160201	3120	0001		CDBG_2025	C21A	2026		33,679		PENSION
		LFUCG	ACCOUNT	63615	160201	3120	0001		CDBG_2025	C21A	2026		17,587		LIFE/HEALTH/DENTAL/VISION
		LFUCG	ACCOUNT	63621	160201	3120	0001		CDBG_2025	C21A	2026		12,336		FICA
		LFUCG	ACCOUNT	63622	160201	3120	0001		CDBG_2025	C21A	2026		42		UNEMPLOYMENT INSURANCE
		LFUCG	ACCOUNT	63624	160201	3120	0001		CDBG_2025	C21A	2026		2,885		MEDICARE
		LFUCG	ACCOUNT	63625	160201	3120	0001		CDBG_2025	C21A	2026		500		VOLUNTARY BENEFITS
		LFUCG	ACCOUNT	71299	160201	3120	0001		CDBG_2025	C21A	2026		11,088		OTHER PROFESSIONAL SERVICES
		LFUCG	ACCOUNT	74102	160201	3120	0001		CDBG_2025	C21A	2026		1,000		PROFESSIONAL DEVELOPMENT
		LFUCG	ACCOUNT	74201	160201	3120	0001		CDBG_2025	C21A	2026		500		BUSINESS TRAVEL
		LFUCG	ACCOUNT	75101	160201	3120	0001		CDBG_2025	C21A	2026		1,500		OPERATING SUPPLIES
		LFUCG	ACCOUNT	75104	160201	3120	0001		CDBG_2025	C21A	2026		7,000		NEWSPAPER ADVERTISING
		LFUCG	ACCOUNT	75801	160201	3120	0001		CDBG_2025	C21A	2026		700		EQUIPMENT < $5,000
		LFUCG	ACCOUNT	76101	160201	3120	0001		CDBG_2025	C21A	2026		500		REPAIRS AND MAINTENANCE
		LFUCG	ACCOUNT	77801	160201	3120	0001		CDBG_2025	C21A	2026		1,500		DUES
		LFUCG	ACCOUNT	77802	160201	3120	0001		CDBG_2025	C21A	2026		100		SUBSCRIPTIONS AND PUBLICATIONS
		LFUCG	ACCOUNT	71101	900402	3120	0001		CDBG_2025	C21A	2026		25,000		OUTSIDE AGENCY - HUMAN RIGHTS
		LFUCG	ACCOUNT	63111	160201	3120	0001		CDBG_2025	C14H	2026		328,328		CIVIL SERVICE SALARIES
		LFUCG	ACCOUNT	63511	160201	3120	0001		CDBG_2025	C14H	2026		61,135		PENSION
		LFUCG	ACCOUNT	63615	160201	3120	0001		CDBG_2025	C14H	2026		32,332		LIFE/HEALTH/DENTAL/VISION
		LFUCG	ACCOUNT	63621	160201	3120	0001		CDBG_2025	C14H	2026		22,392		FICA
		LFUCG	ACCOUNT	63622	160201	3120	0001		CDBG_2025	C14H	2026		76		UNEMPLOYMENT INSURANCE
		LFUCG	ACCOUNT	63624	160201	3120	0001		CDBG_2025	C14H	2026		5,237		MEDICARE
		LFUCG	ACCOUNT	63625	160201	3120	0001		CDBG_2025	C14H	2026		500		VOLUNTARY BENEFITS
		LFUCG	ACCOUNT	71201	160201	3120	0001		CDBG_2025	C14H	2026		7,000		PROF SVS--LEGAL
		LFUCG	ACCOUNT	71213	160201	3120	0001		CDBG_2025	C14H	2026		7,200		PROF SVS--APPRAISALS
		LFUCG	ACCOUNT	71299	160201	3120	0001		CDBG_2025	C14H	2026		19,000		PROF SVS--OTHER
		LFUCG	ACCOUNT	71303	160201	3120	0001		CDBG_2025	C14H	2026		485		RENT OR LEASE
		LFUCG	ACCOUNT	72203	160201	3120	0001		CDBG_2025	C14H	2026		4,000		CELL PHONE
		LFUCG	ACCOUNT	75101	160201	3120	0001		CDBG_2025	C14H	2026		1,500		OPERATING SUPPLIES
		LFUCG	ACCOUNT	74102	160201	3120	0001		CDBG_2025	C14H	2026		1,500		CONFERENCES AND OTHER TRAINING
		LFUCG	ACCOUNT	74201	160201	3120	0001		CDBG_2025	C14H	2026		250		BUSINESS TRAVEL
		LFUCG	ACCOUNT	76101	160201	3120	0001		CDBG_2025	C14H	2026		2,500		REPAIRS AND MAINTENANCE
		LFUCG	ACCOUNT	77801	160201	3120	0001		CDBG_2025	C14H	2026		150		DUES
		LFUCG	ACCOUNT	77802	160201	3120	0001		CDBG_2025	C14H	2026		150		SUBSCRIPTIONS
		LFUCG	ACCOUNT	71101	900313	3120	0001		CDBG_2025	C03	2026		50,000		OUTSIDE AGENCY - Arbors
		LFUCG	ACCOUNT	71101	900235	3120	0001		CDBG_2025	C05D	2026		50,000		OUTSIDE AGENCY - New Beginnings
		LFUCG	ACCOUNT	71101	900237	3120	0001		CDBG_2025	CO5D	2026		20,000		OUTSIDE AGENCY - Repairers Lexington
		LFUCG	ACCOUNT	71101	900324	3120	0001		CDBG_2025	C05	2026		30,000		OUTSIDE AGENCY - Moveable Feast Lexington
		LFUCG	ACCOUNT	78105	160201	3120	0001		CDBG_2026	C14A	2026		213,614		ASSISTANCE-HOUSING REHAB
		LFUCG	ACCOUNT	78105	160201	3120	0001		CDBG_2026	C14_EM	2026		200,000		ASSISTANCE-HOUSING REHAB--ER
		LFUCG	ACCOUNT	71101	900304	3120	0001		CDBG_2026	C03			141,615		PUBLIC FACILITY - GreenHouse17
		LFUCG	CAP_ACCT	91713	303202	3120	3211		CDBG_2026	C03	2026		1,000,000		CONSTRUCTION-CURB & GUTTER
		LFUCG	REVEST	44010	160201	3120	0001		CDBG_2026	FED_GRANT	2026		2,495,758	2,320,758	INTERGOVERNMENTAL-FEDERAL
		LFUCG	REVEST	45141	160201	3120	0001		CDBG_2026	C14A	2026			20,000	INTEREST INCOME
		LFUCG	REVEST	46540	160201	3120	0001		CDBG_2026	C14A	2026			145,000	LOAN INCOME
		LFUCG	REVEST	46720	160201	3120	0001		CDBG_2026	C14A	2026			10,000	MISCELLANEOUS
														2,495,758	

Don't worry about this column	Don't worry about this column											Don't worry about this column	Expenditures in this column	Revenue in this column	
Type	Date	Business	Ledger	Account	Dept ID	Fund	Section	Site	Project	Activity	Budget Reference	FCBU	Amount	Rev Amt	Descr
		LFUCG	ACCOUNT	63111	160201	3120	0001		HOME_2026	H05	2026		68,758		CIVIL SERVICE SALARIES
		LFUCG	ACCOUNT	63511	160201	3120	0001		HOME_2026	H05	2026		12,803		PENSION
		LFUCG	ACCOUNT	63615	160201	3120	0001		HOME_2026	H05	2026		6,676		LIFE/HEALTH/DENTAL/VISION
		LFUCG	ACCOUNT	63621	160201	3120	0001		HOME_2026	H05	2026		4,689		FICA
		LFUCG	ACCOUNT	63622	160201	3120	0001		HOME_2026	H05	2026		16		UNEMPLOYMENT INSURANCE
		LFUCG	ACCOUNT	63624	160201	3120	0001		HOME_2026	H05	2026		1,097		MEDICARE
		LFUCG	ACCOUNT	63625	160201	3120	0001		HOME_2026	H05	2026		200		VOLUNTARY BENEFITS
		LFUCG	ACCOUNT	71201	160201	3120	0001		HOME_2026	H05	2026		1,000		PROF SVS--LEGAL
		LFUCG	ACCOUNT	71213	160201	3120	0001		HOME_2026	H05	2026		1,000		PROF SVS--APPRAISALS
		LFUCG	ACCOUNT	71299	160201	3120	0001		HOME_2026	H05	2026		1,000		PROFESSIONAL SERVICES
		LFUCG	ACCOUNT	75101	160201	3120	0001		HOME_2026	H05	2026		1,000		OPERATING SUPPLIES
		LFUCG	ACCOUNT	76101	160201	3120	0001		HOME_2026	H05	2026		1,000		REPAIRS AND MAINTENANCE
		LFUCG	ACCOUNT	77801	160201	3120	0001		HOME_2026	H05	2026		200		DUES
		LFUCG	ACCOUNT	77802	160201	3120	0001		HOME_2026	H05	2026		200		SUBSCRIPTIONS AND PUBLICATIONS
		LFUCG	ACCOUNT	78107	900205	3120	0001		HOME_2026	H01	2026		90,000		FINANCIAL ASSISTANCE - LEX HABITAT
		LFUCG	ACCOUNT	71101	900207	3120	0001		HOME_2026	H05	2026		20,000		OUTSIDE AGENCY - FCLDC
		LFUCG	ACCOUNT	71101	900207	3120	0001		HOME_2026	H02	2026		180,956		OUTSIDE AGENCY - FCLDC
		LFUCG	ACCOUNT	71101	900264	3120	0001		HOME_2026	H03	2026		500,000		OUTSIDE AGENCY
		LFUCG	ACCOUNT	78105	160201	3120	0001		HOME_2026	H04	2026		715,777		ASSISTANCE--HOUSING REHAB
		LFUCG	REVEST	44010	160201	3120	0001		HOME_2026	FED_GRANT	2026		1,606,372.03	1,206,372.03	INTERGOVERNMENTAL-FEDERAL
		LFUCG	REVEST	45141	160201	3120	0001		HOME_2026	H01	2026			10,000	INTEREST INCOME
		LFUCG	REVEST	45911	160201	3120	0001		HOME_2026	FED_GRANT	2026			300,000	TRANSFER FROM GENERAL SERVICE
		LFUCG	REVEST	46540	160201	3120	0001		HOME_2026	H01	2026			80,000	LOAN INCOME
		LFUCG	REVEST	46720	160201	3120	0001		HOME_2026	H01	2026			10,000	MISCELLANEOUS
														1,606,372.03	
		LFUCG	ACCOUNT	63111	160201	3120	0001		EMRG_SOL_2026	ADMIN	2026		10,833.00		CIVIL SERVICE SALARIES
		LFUCG	ACCOUNT	63511	160201	3120	0001		EMRG_SOL_2026	ADMIN	2026		2,017.00		PENSION
		LFUCG	ACCOUNT	63615	160201	3120	0001		EMRG_SOL_2026	ADMIN	2026		883.00		LIFE/HEALTH/DENTAL/VISION
		LFUCG	ACCOUNT	63621	160201	3120	0001		EMRG_SOL_2026	ADMIN	2026		739.00		FICA
		LFUCG	ACCOUNT	63622	160201	3120	0001		EMRG_SOL_2026	ADMIN	2026		3.00		UNEMPLOYMENT INSURANCE
		LFUCG	ACCOUNT	63624	160201	3120	0001		EMRG_SOL_2026	ADMIN	2026		173.00		MEDICARE
		LFUCG	ACCOUNT	63625	160201	3120	0001		EMRG_SOL_2026	ADMIN	2026		200.00		VOLUNTARY BENEFITS
		LFUCG	ACCOUNT	75103	160201	3120	0001		EMRG_SOL_2026	ADMIN	2026		500.00		SOFTWARE OPERATING
		LFUCG	ACCOUNT	71101	900313	3120	0001		EMRG_SOL_2026	SHELTER	2026		73,445		OUTSIDE AGENCIES - ARBOR
		LFUCG	ACCOUNT	82301	900313	3120	0001		EMRG_SOL_2026	SHELTER	2026		73,445		OTHER GRANT MATCH--INTANGIBLE
		LFUCG	ACCOUNT	71101	900313	3120	0001		EMRG_SOL_2026	RAP_REHO	2026		74,624		OUTSIDE AGENCIES - ARBOR
		LFUCG	ACCOUNT	82301	900313	3120	0001		EMRG_SOL_2026	RAP_REHO	2026		74,624		OTHER GRANT MATCH--INTANGIBLE
		LFUCG	ACCOUNT	71101	900304	3120	0001		EMRG_SOL_2026	SHELTER	2026		50,000		OUTSIDE AGENCIES - GREENHOUSE17
		LFUCG	ACCOUNT	82301	900304	3120	0001		EMRG_SOL_2026	SHELTER	2026		50,000		OTHER GRANT MATCH--INTANGIBLE
		LFUCG	REVEST	44010	160201	3120	0001		EMRG_SOL_2026	MS_GRANT	2026		411,486	205,743	INTERGOVERNMENTAL-FEDERAL
		LFUCG	REVEST	45911	160201	3120	0001		EMRG_SOL_2026	MS_GRANT	2026			61,000	TRANSFER FROM GENERAL SERVICE
		LFUCG	REVEST	45931	900313	3120	0001		EMRG_SOL_2026	RAP_REHO	2026			21,298	OTHER GRANT MATCH--INTANGIBLE
		LFUCG	REVEST	45931	900304	3120	0001		EMRG_SOL_2026	SHELTER	2026			50,000	OTHER GRANT MATCH--INTANGIBLE
		LFUCG	REVEST	45931	900313	3120	0001		EMRG_SOL_2026	SHELTER	2026			73,445	OTHER GRANT MATCH--INTANGIBLE
														411,486	

HUD ANNUAL ACTION PLAN 2025
Proposed Projects & Applications Received

	FEDERAL	PROGRAM INCOME	TOTAL REVENUE
CDBG	**$2,320,758**	**$175,000**	**$2,495,758**

		Recommended Award	*Previous Year*	*Requested Amount/Need*
Administration and Planning: (limit of 20% of award):				
Administration: Grants & Special Programs Staff, Other expenses	14%	**$315,529**	$315,529	$315,529
Human Rights Commission- Education and Outreach		**$25,000**	$25,000	$60,000
Infrastructure:				
Meadows/Northland/Arlington		**$1,000,000**	$1,032,977	$1,000,000
Fayette County Local Development Capacity Building		**$0**	**NEW**	$100,000
GreenHouse17 Emergency Shelter Fire Safety Repair		**$141,615**	**NEW**	$195,000
Housing:				
Housing Rehabilitation Operations/Staff		**$450,000**	$350,000	$500,000
Housing Rehabilitation, owner-occupied,		**$213,614**	$313,614	$313,614
Housing Rehabilitation, Emergency Repair		**$200,000**	$150,000	$150,000
Supportive Services: (limit of 15% of award):				
Arbor Youth Services- youth services - Outreach Center		**$50,000**	$50,000	$83,194
New Beginnings Housing Navigator		**$50,000**	$54,000	$70,175
Police Activities League - Year 20		**$0**	$25,000	$107,550
Repairers Lexington - E7 Kids Café		**$20,000**	$20,000	$20,000
Moveable Feast Lexington		**$30,000**	$30,000	$40,000
Foundation for Affordable Housing, Inc (St. James Place) funded FY22 $60,772		**$0**	$58,131	$59,959
Central Christian Church (Disciples of Christ)		**$0**	$71,507	$73,580
Upward, Inc.		**$0**	**NEW**	

SERVICES MAXIMUM	**$**	**374,364**	**Total Services:**	**$150,000**

TOTAL AWARDS RECOMMENDED	**$2,495,758**	
TOTAL CDBG FUNDS REQUESTED	*$0*	**$3,094,601**

	FEDERAL	PROGRAM INCOME	REQUIRED MATCH	TOTAL REVENUE
HOME	**$1,206,372**	**$100,000**	**$300,000**	**$1,606,372**

$ (1,206,372.03)

	Recommended Award	*Previous Year*	*Requested Amount/Need*
Homeownership			
REACH, Inc.	**$0**	$0	$100,000
Lexington Habitat for Humanity	**$90,000**	$90,000	$90,000
Administration			
Division of Grants and Special Programs	**$94,239**	$94,239	$94,239
REACH Admin for Homebuyer Program	**$0**	$0	$10,000
Fayette County Local Development Corporation CHDO Operation Grant	**$20,000**	$20,000	$20,000
Reach CHDO Operation Grant	**$0**	$0	$20,000
CHDO - Rental Housing Development			
Fayette County Local Development Corporation (CHDO required 15% minimum of federal award)	**$180,956**	$180,956	$200,000
Tenant Based Rental Assistance			
CHDO - Homebuyer			
REACH CHDO	**$0**	$0	$490,000
Housing Rehab			
LFUCG Single Family Housing Rehab	**$721,177**	$208,581	$208,581
Rental Housing Development*			
	$500,000	$169,206	$0
	$0	$600,000	$0

TOTAL AWARDS RECOMMENDED	**$1,606,372**	
TOTAL REQUESTS FOR HOME	**$0**	**$1,232,820**

	FEDERAL	PROGRAM INCOME	REQUIRED MATCH	TOTAL REVENUE
ESG	**$205,743**	**$0**	**$205,743**	**$411,486**

	Federal		LFUCG Match	Agency Matc	*Total*	*Previous Year*	*Requested Amount/Need*
Rapid Rehousing - Arbor Youth Services	**$**	**74,624.00**	**$53,326**	**$21,298**	**$149,248**	$73,102	$86,564
Shelter Operations: Hope Center for Men	**$**	**-**		**$0**	**$0**	$0	$80,000
limit 60% award GreenHouse17	**$**	**50,000.00**		**$50,000**	**$100,000**	$50,000	$50,000
Arbor Youth Services 18-24	**$**	**73,445.00**		**$73,445**	**$146,890**	$73,071	$118,423
These agencies provide their own match.							
Administration--LFUCG (limit of 7.5% of award)	**$**	**7,674.00**	**$7,674**	**$0**	**$15,348**	$7,763	$7,763
			$61,000	**$144,743**	**$411,486**		

TOTAL AWARDS RECOMMENDED	**$0**
TOTAL REQUESTS FOR ESG	**$342,750**

TOTAL AWARDS RECOMMENDED (CDBG, HOME, ESG) $4,513,616

Match $505,743

Agenda Date: 4/22/2025 **Version:** 2 **Status:** ATS Review

In Control: Grants and Special Programs **File Type:** Agenda Item

Title

Request Council authorization to submit the 2025 Consolidated Plan, accepting awards of federal funds for Community Development Block Grant Program in the amount of $2,340,927, HOME Investment Partnerships Program in the amount of $1,449,360, and Emergency Solutions Grants Program in the amount of $204,653, from the U.S. Department of Housing and Urban Development for FY 2026, and to authorize execution of agreements with subrecipients in accordance with approved plan subject to final Federal allocation amounts for Fiscal Year 2026. Matching funds in the amount of $361,000 are included in the FY26 Mayor's Proposed Budget.

Summary

Request Council authorization to submit the 2025 Consolidated Plan, accepting awards of federal funds for Community Development Block Grant Program in the amount of $2,340,927, HOME Investment Partnerships Program in the amount of $1,449,360, and Emergency Solutions Grants Program in the amount of $204,653, from the U.S. Department of Housing and Urban Development for FY 2026, and to authorize execution of agreements with subrecipients in accordance with approved plan subject to final Federal allocation amounts for Fiscal Year 2026. Matching funds in the amount of $361,000 are included in the FY26 Mayor's Proposed Budget.

Budgetary Implications: Yes

Advance Document Review:

Law: N/A

Risk Management: N/A

Fully Budgeted: Budget amendments are in process for Fiscal Year 2026.

Account Number:

This Fiscal Year Impact: $

Annual Impact: $

Project:

Activity:

Budget Reference:

Current Balance:

Body

{COUNCIL CLERK'S OFFICE WILL COMPLETE - Body of resolution or ordinance}

RESOLUTION NO. _____- 2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AND SUBMIT THE 2025 CONSOLIDATED PLAN/GRANT APPLICATION TO THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD), TO PROVIDE ANY ADDITIONAL INFORMATION REQUESTED IN CONNECTION WITH THIS GRANT APPLICATION, AND TO ACCEPT THE GRANT IF THE APPLICATION IS APPROVED, WHICH GRANT FUNDS FOR THE FY 2026 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM ($2,320,758.00), HOME PROGRAM ($1,206,372.03), AND EMERGENCY SOLUTIONS GRANT (ESG) PROGRAM ($205,743.00), THE ACCEPTANCE OF WHICH OBLIGATES THE URBAN COUNTY GOVERNMENT TO THE EXPENDITURE OF $361,000.00 FROM VARIOUS FUNDING SOURCES AS A LOCAL MATCH; AND AUTHORIZING THE MAYOR TO EXECUTE AGREEMENTS FOR THE APPROVED PLAN; 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 2025 Consolidated Plan/Grant Application, which is attached hereto and incorporated herein by reference, to the United States Department of Housing and Urban Development (HUD), to provide any additional information requested in connection with this Grant Application, and to accept this Grant if the application is approved, which Grant funds for the FY 2026 Community Development Block Grant (CDBG) Program ($2,320,758.00), HOME Program ($1,206,372.03), and Emergency Solutions Grant (ESG) Program ($205,743.00), the acceptance of which obligates the Urban County Government to the expenditure of $361,000.00 from various funding sources as a local match.

Section 2 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute agreements with the entities listed, and for the purposes set forth, in the 2025 Consolidated Plan/Grant Application.

Section 3 – 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 established herein.

Section 4 – That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL:

_____
MAYOR

ATTEST:

_____
CLERK OF URBAN COUNTY COUNCIL
0373-25:WDR:4920-3217-3882, v. 1

RESOLUTION NO. 190 - 2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AND SUBMIT THE 2025 CONSOLIDATED PLAN/GRANT APPLICATION TO THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD), TO PROVIDE ANY ADDITIONAL INFORMATION REQUESTED IN CONNECTION WITH THIS GRANT APPLICATION, AND TO ACCEPT THE GRANT IF THE APPLICATION IS APPROVED, WHICH GRANT FUNDS FOR THE FY 2026 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM ($2,320,758.00), HOME PROGRAM ($1,206,372.03), AND EMERGENCY SOLUTIONS GRANT (ESG) PROGRAM ($205,743.00), THE ACCEPTANCE OF WHICH OBLIGATES THE URBAN COUNTY GOVERNMENT TO THE EXPENDITURE OF $361,000.00 FROM VARIOUS FUNDING SOURCES AS A LOCAL MATCH; AND AUTHORIZING THE MAYOR TO EXECUTE AGREEMENTS FOR THE APPROVED PLAN; 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 2025 Consolidated Plan/Grant Application, which is attached hereto and incorporated herein by reference, to the United States Department of Housing and Urban Development (HUD), to provide any additional information requested in connection with this Grant Application, and to accept this Grant if the application is approved, which Grant funds for the FY 2026 Community Development Block Grant (CDBG) Program ($2,320,758.00), HOME Program ($1,206,372.03), and Emergency Solutions Grant (ESG) Program ($205,743.00), the acceptance of which obligates the Urban County Government to the expenditure of $361,000.00 from various funding sources as a local match.

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Section 4 – That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL: May 8,2025

Linda Gorton
MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0373-25:WDR:4920-3217-3882, v. 1

Applicant and Recipient Assurances and Certifications

U.S. Department of Housing and Urban Development

OMB Number: 2501-0044
Expiration Date: 2/28/2027

Instructions for the HUD 424-B Assurances and Certifications

As part of your application for HUD funding, you, as the official authorized to sign on behalf of your organization or as an individual, must provide the following assurances and certifications. The Responsible Civil Rights Official has specified this form for use for purposes of general compliance with 24 CFR §§ 1.5, 3.115, 8.50, and 146.25, as applicable. The Responsible Civil Rights Official may require specific civil rights assurances to be furnished consistent with those authorities and will specify the form on which such assurances must be made. A failure to furnish or comply with the civil rights assurances contained in this form may result in the procedures to effect compliance at 24 CFR §§ 1.8, 3.115, 8.57, or 146.39.

By submitting this form, you are stating that all assertions made in this form are true, accurate, and correct.

As the duly representative of the applicant, I certify that the applicant: [Insert below the Name and title of the Authorized Representative, name of Organization and the date of signature]:

*Authorized Representative Name:
Linda Gorton
*Title: Mayor
*Applicant/Recipient Organization:
Lexington-Fayette Urban County Government

1. Has the legal authority to apply for Federal assistance, has the institutional, managerial and financial capability (including funds to pay the non-Federal share of program costs) to plan, manage and complete the program as described in the application and the governing body has duly authorized the submission of the application, including these assurances and certifications, and authorized me as the official representative of the application to act in connection with the application and to provide any additional information as may be required

2. Will administer the grant in compliance with Title VI of the Civil Rights Act of 1964 (42 U.S.C 2000(d)) and implementing regulations (24 CFR part 1), which provide that no person in the United States shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination under any program or activity that receives Federal financial assistance OR if the applicant is a Federally recognized Indian tribe or its tribally designated housing entity, is subject to the Indian Civil Rights Act (25 U.S.C. 1301-1303).

3. Will administer the grant in compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as amended, and implementing regulations at 24 CFR part 8, the American Disabilities Act (42 U.S.C. §§ 12101 et.seq.), and implementing regulations at 28 CFR part 35 or 36, as applicable, and the Age Discrimination Act of 1975 (42 U.S.C. 6101-07) as amended, and implementing regulations at 24 CFR part 146 which together provide that no person in the United States shall, on the grounds of disability or age, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity that receives Federal financial assistance; except if the grant program authorizes or limits participation to designated populations, then the applicant will comply with the nondiscrimination requirements within the designated population.

4. Will comply with the Fair Housing Act (42 U.S.C. 3601-19), as amended, and the implementing regulations at 24 CFR part 100, which prohibit discrimination in housing on the basis of race, color, religion sex (including gender identity and sexual orientation), disability, familial status, or national origin and will affirmatively further fair housing; except an applicant which is an Indian tribe or its instrumentality which is excluded by statute from coverage does not make this certification; and further except if the grant program authorizes or limits participation to designated populations, then the applicant will comply with the nondiscrimination requirements within the designated population.

5. Will comply with all applicable Federal nondiscrimination requirements, including those listed at 24 CFR §§ 5.105(a) and 5.106 as applicable.

6. Will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. 4601) and implementing regulations at 49 CFR part 24 and, as applicable, Section 104(d) of the Housing and Community Development Act of 1974 (42 U.S.C. 5304(d)) and implementing regulations at 24 CFR part 42, subpart A.

7. Will comply with the environmental requirements of the National Environmental Policy Act (42 U.S.C. 4321 et.seq.) and related Federal authorities prior to the commitment or expenditure of funds for property.

8. That no Federal appropriated funds have been paid, or will be paid, by or on behalf of the applicant, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding of this Federal grant or its extension, renewal, amendment or modification. If funds other than Federal appropriated funds have or will be paid for influencing or attempting to influence the persons listed above, I shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying. I certify that I shall require all subawards at all tiers (including sub-grants and contracts) to similarly certify and disclose accordingly. Federally recognized Indian Tribes and tribally designated housing entities (TDHEs) established by Federally-recognized Indian tribes as a result of the exercise of the tribe's sovereign power are excluded from coverage by the Byrd Amendment, but State-recognized Indian tribes and TDHs established under State law are not excluded from the statute's coverage.

I/We, the undersigned, certify under penalty of perjury that the information provided above is true and correct. WARNING: Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and administrative penalties. (18 U.S.C. §§287, 1001, 1010, 1012, 1014; 31 U.S.C. §3729, 3802; 24 CFR §28.10(b)(iii)).

* Signature:
Linda Gorton
* Date: (mm/dd/yyyy): 05/30/2025

Public Reporting Burden Statement: The public reporting burden for this collection of information is estimated to average 0.5 hours per response, including the time for reviewing instructions, searching existing data sources, gathering, and maintaining the data needed, and completing and reviewing the collection of information. Comments regarding the accuracy of this burden estimate and any suggestions for reducing this burden can be sent to: U.S. Department of Housing and Urban Development, Office of the Chief Data Officer, R, 451 7th St SW, Room 4176, Washington, DC 20410-5000. **Do not send completed HUD-424B forms to this address.** This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless the collection displays a valid OMB control number. The Department of Housing and Urban Development is authorized to collect this information under the authority cited in the Notice of Funding Opportunity for this grant program. The information collected provides assurances and certifications for legal requirements related to the administration of this grant program. HUD will use this information to ensure compliance of its grantees. This information is required to obtain the benefit sought in the grant program. This information will not be held confidential and may be made available to the public in accordance with the Freedom of Information Act (5 U.S.C. §552).

Applicant and Recipient Assurances and Certifications

U.S. Department of Housing and Urban Development

OMB Number: 2501-0044
Expiration Date: 02/28/2027

Instructions for the HUD-424-B Assurances and Certifications

As part of your application for HUD funding, you, as the official authorized to sign on behalf of your organization or as an individual, must provide the following assurances and certifications, which replace any requirement to submit an SF-424-B or SF-424-D. The Responsible Civil Rights Official has specified this form for use for purposes of general compliance with 24 CFR §§ 1.5, 3.115, 8.50, and 146.25, as applicable. The Responsible Civil Rights Official may require specific civil rights assurances to be furnished consistent with those authorities and will specify the form on which such assurances must be made. A failure to furnish or comply with the civil rights assurances contained in this form may result in the procedures to effect compliance at 24 CFR §§ 1.8, 3.115, 8.57, or 146.39.

By submitting this form, you are stating that all assertions made in this form are true, accurate, and correct.

As the duly representative of the applicant, I certify that the applicant:

*Authorized Representative Name:

Prefix: Ms.

*First Name: Linda

Middle Name:

*Last Name: Gorton

Suffix:

*Title: Mayor

*Applicant Organization: Lexington-Fayette Urban County Government

1. Has the legal authority to apply for Federal assistance, has the institutional, managerial and financial capability (including funds to pay the non-Federal share of program costs) to plan, manage and complete the program as described in the application and the governing body has duly authorized the submission of the application, including these assurances and certifications, and authorized me as the official representative of the application to act in connection with the application and to provide any additional information as may be required.

2. Will administer the grant in compliance with Title VI of the Civil Rights Act of 1964 (42 U.S.C 2000(d)) and implementing regulations (24 CFR part 1), which provide that no person in the United States shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination under any program or activity that receives Federal financial assistance OR if the applicant is a Federally recognized Indian tribe or its tribally designated housing entity, is subject to the Indian Civil Rights Act (25 U.S.C. 1301-1303).

3. Will administer the grant in compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as amended, and implementing regulations at 24 CFR part 8, the American Disabilities Act (42 U.S.C. §§ 12101 et.seq.), and implementing regulations at 28 CFR part 35 or 36, as applicable, and the Age Discrimination Act of 1975 (42 U.S.C. 6101-07) as amended, and implementing regulations at 24 CFR part 146 which together provide that no person in the United States shall, on the grounds of disability or age, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity that receives Federal financial assistance; except if the grant program authorizes or limits participation to designated populations, then the applicant will comply with the nondiscrimination requirements within the designated population.

4. Will comply with the Fair Housing Act (42 U.S.C. 3601-19), as amended, and the implementing regulations at 24 CFR part 100, which prohibit discrimination in housing on the basis of race, color, religion, sex, disability, familial status, or national origin and will affirmatively further fair housing; except an applicant which is an Indian tribe or its instrumentality which is excluded by statute from coverage does not make this certification; and further except if the grant program authorizes or limits participation to designated populations, then the applicant will comply with the nondiscrimination requirements within the designated population.

5. Will comply with all applicable Federal nondiscrimination requirements, including those listed at 24 CFR §§ 5.105(a) and 5.106 as applicable.

6. Will not use Federal funding to promote diversity, equity, and inclusion (DEI) mandates, policies, programs, or activities that violate any applicable Federal anti-discrimination laws.

7. Will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. 4601) and implementing regulations at 49 CFR part 24 and, as applicable, Section 104(d) of the Housing and Community Development Act of 1974 (42 U.S.C. 5304(d)) and implementing regulations at 24 CFR part 42, subpart A.

8. Will comply with the environmental requirements of the National Environmental Policy Act (42 U.S.C. 4321 et.seq.) and related Federal authorities prior to the commitment or expenditure of funds for property.

9. That no Federal appropriated funds have been paid, or will be paid, by or on behalf of the applicant, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding of this Federal grant or its extension, renewal, amendment or modification. If funds other than Federal appropriated funds have or will be paid for influencing or attempting to influence the persons listed above, I shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying. I certify that I shall require all subawards at all tiers (including sub-grants and contracts) to similarly certify and disclose accordingly. Federally recognized Indian Tribes and tribally designated housing entities (TDHEs) established by Federally-recognized Indian tribes as a result of the exercise of the tribe's sovereign power are excluded from coverage by the Byrd Amendment, but State-recognized Indian tribes and TDHEs established under State law are not excluded from the statute's coverage.

SIGN HERE

I/We, the undersigned, certify under penalty of perjury that the information provided above is true, accurate, and correct.

WARNING: Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and administrative penalties. (18 U.S.C. §§287, 1001, 1010, 1012, 1014; 31 U.S.C. §3729, 3802; 24 CFR §28.10(b)(1)(iii)).

*Signature: Linda Gorton

*Date: 06/17/2025

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0378-25

File ID:	0378-25	**Type:**	Resolution	**Status:**	Approved
Version:	1	**Contract #:**	124-2025	**In Control:**	Urban County Council
				File Created:	04/14/2025
File Name:	FY26 Granicus contract renewals			**Final Action:**	05/08/2025

Title: A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute Agreements and related order forms with Granicus, LLC, for Legislative Management Software and other related subscriptions, for the Office of the Council Clerk, at a cost estimated not to exceed $110,531.31 in FY2026, with annual increases estimated not to exceed 10%, subject to sufficient funds being appropriated in future fiscal years. [Council Clerk's Office, Allan]

Notes: SAF in the CCO. Copy returned to Abbye! 5/20/2025. MS

Sponsors:		**Enactment Date:**	05/08/2025
Attachments:	Bluesheet Memo Granicus 2025, Granicus 2025 sole source, KY_Lexington-Fayette Urban County KY_Q-428110_2025MAR28, KY_Lexington-Fayette Urban County KY_Q-428127_2025APR3, KY_Lexington-Fayette Urban County KY_Q-428452_2025MAR28, RESO 0378-25 Granicus (MSC) 4900-7108-9721 v.1.docx, R-191-2025, Contract #124-2025 -, Contract #124-2025, Contract # 124-2025	**Enactment Number:**	R-191-2025
Deed #:		**Hearing Date:**	
Drafter:		**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	04/22/2025	Approved and Referred to Docket	Urban County Council	04/24/2025		Pass
1	Urban County Council	04/24/2025	Received First Reading	Urban County Council	05/08/2025		
1	Urban County Council	05/08/2025	Approved				Pass

Text of Legislative File 0378-25

Title

A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute Agreements and related order forms with Granicus, LLC, for Legislative Management Software and other related subscriptions, for the Office of the Council Clerk, at a cost estimated not to exceed $110,531.31 in FY2026, with annual increases estimated not to exceed 10%, subject to sufficient funds being appropriated in future fiscal years. [Council Clerk's Office, Allan]

Summary

Authorization to renew Contracts with Granicus, LLC, a sole source provider for the Legislative Management Software used by LFUCG, beginning in FY 2026 at a cost of $110,531.31 (with 10% increases each year). Funds are included in the FY 2026 Mayor's Proposed Budget. (L0378-25) (Allan/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/No/Partial

Account Number: 1101-133001-0001-75103 - $15,761.49 (Mayor's Office)
1101-202505-0001-72205- $90,041.38(Div. of Computer Services)
1101-123001-0001-76102 - $4728.44 (Council Clerk's Office)

This Fiscal Year Impact: $ 110,531.31 (with 10% increases each year)

Annual Impact: $ 10% increases each year

Project:

Activity:

Budget Reference:

Current Balance: Funds included in FY26

MAYOR LINDA GORTON

LEXINGTON

SALLY HAMILTON
CHIEF ADMINISTRATIVE OFFICER

TO: Mayor Linda Gorton and the Urban County Council

FROM: Abigail Allan, Council Clerk

CC: Sally Hamilton

DATE: 4/14/2025

SUBJECT: FY26 Granicus contract renewals

Request

Authorization to: FY26 renewal of contracts with Granicus, LLC

Why are you requesting?

Department needs this action completed because: Granicus is a sole source provider for our Legislative Management Software and with no viable alternatives, we must move forward with new terms to our service. Granicus provides multiple services to the Lexington-Fayette Urban County Government. These services are essential in managing, facilitating and maintaining the meetings, legislation, and business throughout city government.

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

The cost for this FY is:

The cost for future FY is:110,531.31 (with 10% increases each year)

Are the funds budgeted? Yes

The funds are budgeted or a budget amendment is in process:

Account number: 1101-133001-0001-75103 - $15,761.49 (Mayor's Office)

1101-202505-0001-72205- $90,041.38(Div. of Computer Services)

1101-123001-0001-76102 - $4728.44 (Council Clerk's Office)

File Number:!0378-25

Director/Commissioner:!Allan/Hamilton

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 Abigail Allan Division/Dept Council Clerk's Office/ CAO

Phone 859-258-3241 Email aallan@lexingtonky.gov

Type of Purchase: ☐ Goods/Materials/Equipment ■ Services

Cost: $110,531.31

Sole Source Request for the Purchase of: services for various departments from Granicus, LLC

☐ 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 Granicus, LLC

Contact Name Valery Méndez Jiménez

Address _____

Phone _____ Email valery.mendez@granicus.com

JUSTIFICATION FOR SOLE SOURCE CERTIFICATION

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

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

Granicus provides a suite of meeting and legislative software tacking tools to LFUCG. This is the only option for such services, and the City has been using these services for years.

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.).**

Granicus is the only provider of such services. A thorough web search will produce no other results.

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 terms of our contract have been previously negotiated and approved.

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

Granicus Proposal for Lexington-Fayette Urban County, KYGranicus Budgetary Proposal for Lexington-Fayette Urban County, KY

ORDER DETAILS

Prepared By:	Valery Mendez
Phone:	
Email:	valery.mendez@granicus.com
Order #:	Q-428110
Prepared On:	28 Mar 2025
Expires On:	30 Jun 2025

ORDER TERMS

Currency:	USD
Payment Terms:	Net 30 (Payments for subscriptions are due at the beginning of the period of performance.)
Current Subscription End Date:	30 Jun 2025
Initial Order Term End Date:	30 Jun 2028
Period of Performance:	01 Jul 2025 - 30 Jun 2026

PRICING SUMMARY

The pricing and terms within this Proposal are specific to the products and volumes contained within this Proposal.

Renewing Subscription Fees			
Solution	**Billing Frequency**	**Quantity/Unit**	**Annual Fee**
govAccess - Maintenance, Hosting, & Licensing Fee - Core	Annual	1 Each	$11,498.04
		SUBTOTAL:	**$11,498.04**

FUTURE YEAR PRICING

Solution(s)	Period of Performance	
	01 Jul 2026 - 30 Jun 2027	01 Jul 2027 - 30 Jun 2028
govAccess - Maintenance, Hosting, & Licensing Fee - Core	$12,647.84	$13,912.63
SUBTOTAL:	**$12,647.84**	**$13,912.63**

PRODUCT UPDATES

FOR INFORMATION ON RECENT AND UPCOMING PRODUCT ENHANCEMENTS ACROSS THE GRANICUS PORTFOLIO, PLEASE REFER TO THE SEMIANNUAL UPDATE INFORMATION ON THIS WEBPAGE:
: HTTPS://GRANICUS.COM/SEMIANNUAL-UPDATES/

PRODUCT DESCRIPTIONS

Solution	Description
govAccess - Maintenance, Hosting, & Licensing Fee - Core	The govAccess Maintenance, Hosting, and Licensing plan is designed to equip the client with the technology, expertise and training to keep the client's website relevant and effective over time. Services include the following: • Ongoing software updates • Unlimited technical support (6:00 AM - 6:00 PM PT, Monday - Friday) • Access to training webinars and on-demand video library • Access to best practice webinars and resources • Annual health check with research-based recommendations for website optimization • DDoS mitigation • Disaster recovery with 90-minute failover (RTO) and 15-minute data replication (RPO)

TERMS & CONDITIONS

- This quote, and all products and services delivered hereunder are governed by the terms located at https://granicus.com/legal/licensing, including any product-specific terms included therein (the "License Agreement"). If your organization and Granicus has entered into a separate agreement or is utilizing a contract vehicle for this transaction, the terms of the License Agreement are incorporated into such separate agreement or contract vehicle by reference, with any directly conflicting terms and conditions being resolved in favor of the separate agreement or contract vehicle to the extent applicable.
- If submitting a Purchase Order, please include the following language: The pricing, terms and conditions of quote Q-428110 dated 28 Mar 2025 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.
- This quote is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of Lexington-Fayette Urban County, KY to provide applicable exemption certificate(s).
- Any lapse in payment may result in suspension of service and will require the payment of a setup fee to reinstate the subscription.
- The terms and conditions set forth in the Agreement effective are incorporated herein by reference.

BILLING INFORMATION

Billing Contact:		**Purchase Order Required?**	[ ] - No [ ] - Yes
Billing Address:		**PO Number:** *If PO required*	
Billing Email:		**Billing Phone:**	

If submitting a Purchase Order, please include the following language:
The pricing, terms, and conditions of quote Q-428110 dated 28 Mar 2025 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.

AGREEMENT AND ACCEPTANCE

By signing this document, the undersigned certifies they have authority to enter the agreement. The undersigned also understands the services and terms.

Lexington-Fayette Urban County, KY	
Signature:	
Name:	
Title:	
Date:	

Granicus Proposal for Lexington-Fayette Urban County, KYGranicus Budgetary Proposal for Lexington-Fayette Urban County, KY

ORDER DETAILS

Prepared By:	Valery Mendez
Phone:	
Email:	valery.mendez@granicus.com
Order #:	Q-428127
Prepared On:	03 Apr 2025
Expires On:	30 Jun 2025

ORDER TERMS

Currency:	USD
Payment Terms:	Net 30 (Payments for subscriptions are due at the beginning of the period of performance.)
Current Subscription End Date:	30 Jun 2025
Initial Order Term End Date:	30 Jun 2028
Period of Performance:	01 Jul 2025 - 30 Jun 2026

PRICING SUMMARY

The pricing and terms within this Proposal are specific to the products and volumes contained within this Proposal.

Renewing Subscription Fees			
Solution	**Billing Frequency**	**Quantity/Unit**	**Annual Fee**
Boards and Commissions	Annual	1 Each	$15,761.49
VoteCast Classic Package with Hardware (TouchScreen) (ME)	Annual	1 Each	$1,576.15
Open Platform Suite	Annual	1 Each	$0.00
Government Transparency Suite	Annual	1 Each	$22,066.08
Meeting Efficiency Suite	Annual	1 Each	$23,642.23
Granicus Encoding Appliance Software (GT)	Annual	1 Each	$1,576.14
Upgrade to SDI 720p Streaming	Annual	1 Each	$3,152.30
		SUBTOTAL:	**$67,774.39**

FUTURE YEAR PRICING

Solution(s)	Period of Performance	
	01 Jul 2026 - 30 Jun 2027	01 Jul 2027 - 30 Jun 2028
Boards and Commissions	$17,337.64	$19,071.40
VoteCast Classic Package with Hardware (TouchScreen) (ME)	$1,733.77	$1,907.14
Open Platform Suite	$0.00	$0.00
Government Transparency Suite	$24,272.69	$26,699.96
Meeting Efficiency Suite	$26,006.45	$28,607.10
Granicus Encoding Appliance Software (GT)	$1,733.75	$1,907.13
Upgrade to SDI 720p Streaming	$3,467.53	$3,814.28
SUBTOTAL:	**$74,551.83**	**$82,007.01**

PRODUCT UPDATES

FOR INFORMATION ON RECENT AND UPCOMING PRODUCT ENHANCEMENTS ACROSS THE GRANICUS PORTFOLIO, PLEASE REFER TO THE SEMIANNUAL UPDATE INFORMATION ON THIS WEBPAGE:
: HTTPS://GRANICUS.COM/SEMIANNUAL-UPDATES/

PRODUCT DESCRIPTIONS

Solution	Description
Boards and Commissions	Boards and Commissions is a Software-as-a-Service (SaaS) solution that enables government organizations to simplify the citizen application and appointment to boards process of the clerk's office. Boards and Commissions includes: • Unlimited user accounts • Unlimited boards, commissions, committees, and subcommittees • Unlimited storage of citizen applications • Access to up to one (1) Boards and Commissions site • Access to customizable, embeddable iFrame websites for displaying information to citizens • Access to a customizable online citizen application form including board-specific questions • Customizable forms for board details, appointment details, and internal tracking details • Pre-designed document PDFs for applications, board details and rosters, and vacancy reports • Downloadable spreadsheets for easy reporting *Optional custom templates for document or report generation may also be purchased for an additional fee.*
VoteCast Classic Package with Hardware (TouchScreen) (ME)	VoteCast Classic Package with Hardware (TouchScreen) (ME) is the bundle for VoteCast installed on Dell CPUs and ELO Touchscreens that allows elected officials to vote during a meeting. This is a more permanent installation in that the CPUs and Touchscreens are usually mounted or attached to the dais of a meeting room.
Open Platform Suite	Open Platform is access to MediaManager, upload of archives, ability to post agendas/documents, and index of archives. These are able to be published and accessible through a searchable viewpage.
Government Transparency Suite	Government Transparency are the live in-meeting functions. Streaming of an event, pushing of documents, and indexing of events.

Solution	Description
Meeting Efficiency Suite	Meeting Efficiency is a hybrid Software-as-a-Service (SaaS) and Hardware-as-a-Service (HaaS) solution that enables government organizations to simplify the in-meeting management and post-meeting minutes creation processes of the clerk's office. By leveraging this solution, the client will be able to streamline meeting data capture and minutes production, reducing staff efforts and decreasing time to get minutes published. During a meeting, use LiveManager to record roll calls, motions, votes, notes, and speakers, all indexed with video. Use the index points to quickly edit minutes, templates to format in Microsoft Word, and publish online with the click of a button. Meeting Efficiency includes: • Unlimited user accounts • Unlimited meeting bodies • Unlimited storage of minutes documents • Access to the LiveManager software application for recording information during meetings • Access to the Word Add-in software component for minutes formatting in MS Word if desired • Up to one (1) MS Word minutes template (additional templates can be purchased if needed)
Granicus Encoding Appliance Software (GT)	Granicus Encoding Appliance Software (GT) This includes the LiveManager Software solution where webcasts are started/stopped, agendas amended and indexed, votes and attendance recorded, and minutes created.
Upgrade to SDI 720p Streaming	Upgrade to SDI 720p Streaming (requires Digital encoder and HD feed)

TERMS & CONDITIONS

- This quote, and all products and services delivered hereunder are governed by the terms located at https://granicus.com/legal/licensing, including any product-specific terms included therein (the "License Agreement"). If your organization and Granicus has entered into a separate agreement or is utilizing a contract vehicle for this transaction, the terms of the License Agreement are incorporated into such separate agreement or contract vehicle by reference, with any directly conflicting terms and conditions being resolved in favor of the separate agreement or contract vehicle to the extent applicable.
- If submitting a Purchase Order, please include the following language: The pricing, terms and conditions of quote Q-428127 dated 03 Apr 2025 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.
- This quote is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of Lexington-Fayette Urban County, KY to provide applicable exemption certificate(s).
- Any lapse in payment may result in suspension of service and will require the payment of a setup fee to reinstate the subscription.
- The terms and conditions set forth in the Agreement effective are incorporated herein by reference.

BILLING INFORMATION

Billing Contact:		**Purchase Order Required?**	[ ] - No [ ] - Yes
Billing Address:		**PO Number:** *If PO required*	
Billing Email:		**Billing Phone:**	

If submitting a Purchase Order, please include the following language:
The pricing, terms, and conditions of quote Q-428127 dated 03 Apr 2025 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.

AGREEMENT AND ACCEPTANCE

By signing this document, the undersigned certifies they have authority to enter the agreement. The undersigned also understands the services and terms.

Lexington-Fayette Urban County, KY	
Signature:	
Name:	
Title:	
Date:	

Granicus Budgetary Proposal for Lexington-Fayette Urban County, KY

ORDER DETAILS

Prepared By:	Valery Mendez
Phone:	
Email:	valery.mendez@granicus.com
Order #:	Q-428452
Prepared On:	28 Mar 2025
Expires On:	30 Jun 2025

ORDER TERMS

Currency:	USD
Payment Terms:	Net 30 (Payments for subscriptions are due at the beginning of the period of performance.)
Current Subscription End Date:	30 Jun 2025
Period of Performance:	01 Jul 2025 - 30 Jun 2026

PRICING SUMMARY

The pricing and terms within this Proposal are specific to the products and volumes contained within this Proposal.

Renewing Subscription Fees			
Solution	**Billing Frequency**	**Quantity/Unit**	**Annual Fee**
Legistar	Annual	1 Each	$18,151.93
Legistar	Annual	1 Each	$13,106.95
		SUBTOTAL:	**$31,258.88**

TERMS & CONDITIONS

- This quote, and all products and services delivered hereunder are governed by the terms located at https://granicus.com/legal/licensing, including any product-specific terms included therein (the "License Agreement"). If your organization and Granicus has entered into a separate agreement or is utilizing a contract vehicle for this transaction, the terms of the License Agreement are incorporated into such separate agreement or contract vehicle by reference, with any directly conflicting terms and conditions being resolved in favor of the separate agreement or contract vehicle to the extent applicable.
- If submitting a Purchase Order, please include the following language: The pricing, terms and conditions of quote Q-428452 dated 28 Mar 2025 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.
- This quote is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of Lexington-Fayette Urban County, KY to provide applicable exemption certificate(s).
- Any lapse in payment may result in suspension of service and will require the payment of a setup fee to reinstate the subscription.
- The terms and conditions set forth in the Agreement effective 01 Jul 2021 are incorporated herein by reference.

RESOLUTION NO. _____ – 2025

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AGREEMENTS AND RELATED ORDER FORMS WITH GRANICUS, LLC, FOR LEGISLATIVE MANAGEMENT SOFTWARE AND OTHER RELATED SUBSCRIPTIONS, FOR THE OFFICE OF THE COUNCIL CLERK, AT A COST ESTIMATED NOT TO EXCEED $110,531.31 IN FY2026, WITH ANNUAL INCREASES ESTIMATED NOT TO EXCEED 10%, SUBJECT TO SUFFICIENT FUNDS BEING APPROPRIATED IN FUTURE FISCAL YEARS.

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute Agreements and related Order Forms, which are attached hereto and incorporated herein by reference, with Granicus, LLC, for Legislative Management software and other related subscriptions with Granicus, LLC, for the Office of the Council Clerk.

Section 2 – That an amount, estimated not to exceed the sum of $110,531.31 in FY2026, be and hereby is approved for payment to Granicus, LLC from the following accounts in the following amounts: # 1101-133001-75103 ($15,761.49); # 1101-202505-72205 ($90,041.38); and # 1101-123001-76102 ($4,728.44), pursuant to the terms of the Agreements and Order Forms, with annual increases estimated not to exceed ten percent (10%), all subject to approval of the Fiscal Year 2026 budget and the appropriation of sufficient funds in future fiscal years.

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

PASSED URBAN COUNTY COUNCIL:

_____
MAYOR

ATTEST:

_____
CLERK OF URBAN COUNTY COUNCIL
0378-25:TAH:4900-7108-9721, v. 1

RESOLUTION NO. 191 – 2025

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AGREEMENTS AND RELATED ORDER FORMS WITH GRANICUS, LLC, FOR LEGISLATIVE MANAGEMENT SOFTWARE AND OTHER RELATED SUBSCRIPTIONS, FOR THE OFFICE OF THE COUNCIL CLERK, AT A COST ESTIMATED NOT TO EXCEED $110,531.31 IN FY2026, WITH ANNUAL INCREASES ESTIMATED NOT TO EXCEED 10%, SUBJECT TO SUFFICIENT FUNDS BEING APPROPRIATED IN FUTURE FISCAL YEARS.

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute Agreements and related Order Forms, which are attached hereto and incorporated herein by reference, with Granicus, LLC, for Legislative Management software and other related subscriptions with Granicus, LLC, for the Office of the Council Clerk.

Section 2 – That an amount, estimated not to exceed the sum of $110,531.31 in FY2026, be and hereby is approved for payment to Granicus, LLC from the following accounts in the following amounts: # 1101-133001-75103 ($15,761.49); # 1101-202505-72205 ($90,041.38); and # 1101-123001-76102 ($4,728.44), pursuant to the terms of the Agreements and Order Forms, with annual increases estimated not to exceed ten percent (10%), all subject to approval of the Fiscal Year 2026 budget and the appropriation of sufficient funds in future fiscal years.

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

PASSED URBAN COUNTY COUNCIL: May 8, 2025

Linda Gorton

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0378-25:TAH:4900-7108-9721, v. 1

GRANICUS

THIS IS NOT AN INVOICE

Order Form
Prepared for
Lexington-Fayette Urban County, KY

Granicus Proposal for Lexington-Fayette Urban County, KY

ORDER DETAILS

Prepared By:	Valery Mendez
Phone:	
Email:	valery.mendez@granicus.com
Order #:	Q-445440
Prepared On:	05 May 2025
Expires On:	30 Jun 2025

ORDER TERMS

Currency:	USD
Payment Terms:	Net 30 (Payments for subscriptions are due at the beginning of the period of performance.)
Current Subscription End Date:	30 Jun 2025
Initial Order Term End Date:	30 Jun 2028
Period of Performance:	01 Jul 2025 - 30 Jun 2026

PRICING SUMMARY

The pricing and terms within this Proposal are specific to the products and volumes contained within this Proposal.

Renewing Subscription Fees			
Solution	**Billing Frequency**	**Quantity/Unit**	**Annual Fee**
Legistar	Annual	1 Each	$18,151.93
Legistar	Annual	1 Each	$13,106.95
		SUBTOTAL:	**$31,258.88**

FUTURE YEAR PRICING

Solution(s)	Period of Performance	
	01 Jul 2026 - 30 Jun 2027	01 Jul 2027 - 30 Jun 2028
Legistar	$19,967.12	$21,963.84
Legistar	$14,417.65	$15,859.41
SUBTOTAL:	**$34,384.77**	**$37,823.25**

PRODUCT UPDATES

FOR INFORMATION ON RECENT AND UPCOMING PRODUCT ENHANCEMENTS ACROSS THE GRANICUS PORTFOLIO, PLEASE REFER TO THE SEMIANNUAL UPDATE INFORMATION ON THIS WEBPAGE:
: HTTPS://GRANICUS.COM/SEMIANNUAL-UPDATES/

PRODUCT DESCRIPTIONS

Solution	Description
Legistar	Legistar is a Software-as-a-Service (SaaS) solution that enables government organizations to automate the entire legislative process of the clerk's office. Clerks can leverage Legistar to easily manage the entire legislative process from drafting files, through assignment to various departments, to final approval. Legistar includes: • Unlimited user accounts • Unlimited meeting bodies and meeting types • Unlimited data storage and retention • Up to one (1) Legistar database • Up to one (1) InSite web portal
Legistar	Legistar is a Software-as-a-Service (SaaS) solution that enables government organizations to automate the entire legislative process of the clerk's office. Clerks can leverage Legistar to easily manage the entire legislative process from drafting files, through assignment to various departments, to final approval. Legistar includes: • Unlimited user accounts • Unlimited meeting bodies and meeting types • Unlimited data storage and retention • Up to one (1) Legistar database • Up to one (1) InSite web portal

TERMS & CONDITIONS

- This quote, and all products and services delivered hereunder are governed by the terms located at https://granicus.com/legal/licensing, including any product-specific terms included therein (the "License Agreement"). If your organization and Granicus has entered into a separate agreement or is utilizing a contract vehicle for this transaction, the terms of the License Agreement are incorporated into such separate agreement or contract vehicle by reference, with any directly conflicting terms and conditions being resolved in favor of the separate agreement or contract vehicle to the extent applicable.
- If submitting a Purchase Order, please include the following language: The pricing, terms and conditions of quote Q-445440 dated 05 May 2025 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.
- This quote is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of Lexington-Fayette Urban County, KY to provide applicable exemption certificate(s).
- Any lapse in payment may result in suspension of service and will require the payment of a setup fee to reinstate the subscription.

BILLING INFORMATION

Billing Contact:		**Purchase Order Required?**	[ ] - No [ ] - Yes
Billing Address:		**PO Number:** *If PO required*	
Billing Email:		**Billing Phone:**	

If submitting a Purchase Order, please include the following language:
The pricing, terms, and conditions of quote Q-445440 dated 05 May 2025 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.

AGREEMENT AND ACCEPTANCE

By signing this document, the undersigned certifies they have authority to enter the agreement. The undersigned also understands the services and terms.

Lexington-Fayette Urban County, KY		Granicus	
Signature:	Linda Gorton	**Signature:**	Kimberly A. Rosenberger
Name:	[redacted] Linda Gorton	**Name:**	Kimberly A. Rosenberger
Title:	Mayor	**Title:**	Sr. Contracts Manager
Date:	5/20/2025	**Date:**	May 14, 2025

Copy in lieu of original

R-190-2025
Contract #126-2025

257

OMB Number: 4040-0004
Expiration Date: 11/30/2025

Application for Federal Assistance SF-424

* 1. Type of Submission:
- [ ] Preapplication
- [x] Application
- [ ] Changed/Corrected Application

* 2. Type of Application:
- [x] New
- [ ] Continuation
- [ ] Revision

* If Revision, select appropriate letter(s):

* Other (Specify):

* 3. Date Received: 05/16/2025

4. Applicant Identifier:

5a. Federal Entity Identifier:

5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

* a. Legal Name: Lexington-Fayette Urban County Government

* b. Employer/Taxpayer Identification Number (EIN/TIN): 61-0858140

* c. UEI: VM1GLHWZXA96

d. Address:

* Street1: 200 East Main Street
Street2:
* City: Lexington
County/Parish: Fayette
* State: KY: Kentucky
Province:
* Country: USA: UNITED STATES
* Zip / Postal Code: 40507-1310

e. Organizational Unit:

Department Name: Housing Advocacy & Comm Dev.

Division Name: Grants and Special Programs

f. Name and contact information of person to be contacted on matters involving this application:

Prefix: Ms.
* First Name: Theresa
Middle Name:
* Last Name: Reynolds
Suffix:

Title: Director, Grants and Special Programs

Organizational Affiliation:

* Telephone Number: 859-258-3079
Fax Number:

* Email: teresar2@lexingtonky.gov

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

B: County Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

U.S. Department of Housing and Urban Development

11. Assistance Listing Number:

14.218

Assistance Listing Title:

Community Development Block Grant

*** 12. Funding Opportunity Number:**

N/A

* Title:

Community Development Block Grant

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Lexington-Fayette Map.pdf | Add Attachment | Delete Attachment | View Attachment

*** 15. Descriptive Title of Applicant's Project:**

Lexington-Fayette Urban County Government 2025 Community Development Block Grant Project

Attach supporting documents as specified in agency instructions.

Add Attachments | Delete Attachments | View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant: KY-006

* b. Program/Project: KY-006

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment | Delete Attachment | View Attachment

17. Proposed Project:

* a. Start Date: 07/01/2025

* b. End Date: 06/30/2026

18. Estimated Funding ($):

* a. Federal	2,249,391.00
* b. Applicant	0.00
* c. State	0.00
* d. Local	0.00
* e. Other	0.00
* f. Program Income	175,000.00
* g. TOTAL	2,424,391.00

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

☒ a. This application was made available to the State under the Executive Order 12372 Process for review on 05/05/2025.

☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.

☐ c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

☐ Yes ☒ No

If "Yes", provide explanation and attach

Add Attachment | Delete Attachment | View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 18, Section 1001)**

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: Ms. * First Name: Linda

Middle Name:

* Last Name: Gorton

Suffix:

* Title: Mayor

* Telephone Number: 859-258-3100 Fax Number:

* Email: mayor@lexingtonky.gov

* Signature of Authorized Representative: Linda Gorton * Date Signed: 05/16/2025

OMB Number: 4040-0004
Expiration Date: 11/30/2025

Application for Federal Assistance SF-424

* 1. Type of Submission:
- [ ] Preapplication
- [x] Application
- [ ] Changed/Corrected Application

* 2. Type of Application:
- [x] New
- [ ] Continuation
- [ ] Revision

* If Revision, select appropriate letter(s):

* Other (Specify):

* 3. Date Received: 05/16/2025

4. Applicant Identifier:

5a. Federal Entity Identifier:

5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

* a. Legal Name: Lexington-Fayette Urban County Government

* b. Employer/Taxpayer Identification Number (EIN/TIN): 61-0858140

* c. UEI: VM1GLHWZXA96

d. Address:

* Street1: 200 East Main Street
Street2:
* City: Lexington
County/Parish: Fayette
* State: KY: Kentucky
Province:
* Country: USA: UNITED STATES
* Zip / Postal Code: 40507-1310

e. Organizational Unit:

Department Name: Housing Advocacy & Comm Dev.

Division Name: Grants and Special Programs

f. Name and contact information of person to be contacted on matters involving this application:

Prefix: Ms.
* First Name: Theresa
Middle Name:
* Last Name: Reynolds
Suffix:

Title: Director, Grants and Special Programs

Organizational Affiliation:

* Telephone Number: 859-258-3079
Fax Number:

* Email: teresar2@lexingtonky.gov

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

B: County Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

U.S. Department of Housing and Urban Development

11. Assistance Listing Number:

14.239

Assistance Listing Title:

HOME Investment Partnerships Program

*** 12. Funding Opportunity Number:**

N/A

* Title:

HOME Investment Partnerships Program

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Lexington-Fayette Map.pdf | Add Attachment | Delete Attachment | View Attachment

*** 15. Descriptive Title of Applicant's Project:**

Lexington-Fayette Urban County Government 2025 HOME Investment Partnerships Project

Attach supporting documents as specified in agency instructions.

Add Attachments | Delete Attachments | View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant: KY-006
* b. Program/Project: KY-006

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment | Delete Attachment | View Attachment

17. Proposed Project:

* a. Start Date: 07/01/2025
* b. End Date: 06/30/2026

18. Estimated Funding ($):

* a. Federal	1,208,318.89
* b. Applicant	300,000.00
* c. State	0.00
* d. Local	0.00
* e. Other	0.00
* f. Program Income	100,000.00
* g. TOTAL	1,608,318.89

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

☒ a. This application was made available to the State under the Executive Order 12372 Process for review on 05/05/2025.

☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.

☐ c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

☐ Yes ☒ No

If "Yes", provide explanation and attach

Add Attachment | Delete Attachment | View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 18, Section 1001)**

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix:	Ms.
* First Name:	Linda
Middle Name:	
* Last Name:	Gorton
Suffix:	
* Title:	Mayor
* Telephone Number:	859-258-3100
Fax Number:	
* Email:	mayor@lexingtonky.gov
* Signature of Authorized Representative:	Linda Gorton (SIGN HERE)
* Date Signed:	05/16/2025

OMB Number: 4040-0004
Expiration Date: 11/30/2025

Application for Federal Assistance SF-424

* 1. Type of Submission:
- [ ] Preapplication
- [x] Application
- [ ] Changed/Corrected Application

* 2. Type of Application:
- [x] New
- [ ] Continuation
- [ ] Revision

* If Revision, select appropriate letter(s):

* Other (Specify):

* 3. Date Received: 05/16/2025

4. Applicant Identifier:

5a. Federal Entity Identifier:

5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

* a. Legal Name: Lexington-Fayette Urban County Government

* b. Employer/Taxpayer Identification Number (EIN/TIN): 61-0858140

* c. UEI: VM1GLHWZXA96

d. Address:

* Street1: 200 East Main Street
Street2:
* City: Lexington
County/Parish: Fayette
* State: KY: Kentucky
Province:
* Country: USA: UNITED STATES
* Zip / Postal Code: 40507-1310

e. Organizational Unit:

Department Name: Housing Advocacy & Comm Dev.

Division Name: Grants and Special Programs

f. Name and contact information of person to be contacted on matters involving this application:

Prefix: Ms.
* First Name: Theresa
Middle Name:
* Last Name: Reynolds
Suffix:

Title: Director, Grants and Special Programs

Organizational Affiliation:

* Telephone Number: 859-258-3079
Fax Number:

* Email: teresar2@lexingtonky.gov

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

B: County Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

U.S. Department of Housing and Urban Development

11. Assistance Listing Number:

14.231

Assistance Listing Title:

Emergency Solutions Grant Program

*** 12. Funding Opportunity Number:**

N/A

* Title:

Emergency Solutions Grant Program

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Lexington-Fayette Map.pdf | Add Attachment | Delete Attachment | View Attachment

*** 15. Descriptive Title of Applicant's Project:**

Lexington-Fayette Urban County Government 2025 Emergency Solutions Grant Project

Attach supporting documents as specified in agency instructions.

Add Attachments | Delete Attachments | View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant: KY-006 * b. Program/Project: KY-006

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment | Delete Attachment | View Attachment

17. Proposed Project:

* a. Start Date: 07/01/2025 * b. End Date: 06/30/2026

18. Estimated Funding ($):

* a. Federal	203,966.00
* b. Applicant	61,000.00
* c. State	0.00
* d. Local	0.00
* e. Other	142,966.00
* f. Program Income	0.00
* g. TOTAL	407,932.00

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

☒ a. This application was made available to the State under the Executive Order 12372 Process for review on 04/24/2025.

☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.

☐ c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

☐ Yes ☒ No

If "Yes", provide explanation and attach

Add Attachment | Delete Attachment | View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 18, Section 1001)**

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix:	Ms.
* First Name:	Linda
Middle Name:	
* Last Name:	Gorton
Suffix:	
* Title:	Mayor
* Telephone Number:	859-258-3100
Fax Number:	
* Email:	mayor@lexingtonky.gov
* Signature of Authorized Representative:	Linda Gorton (SIGN HERE)
* Date Signed:	05/16/2025

Applicant and Recipient Assurances and Certifications

U.S. Department of Housing and Urban Development

OMB Number: 2501-0017
Expiration Date: 01/31/2026

Instructions for the HUD-424-B Assurances and Certifications

As part of your application for HUD funding, you, as the official authorized to sign on behalf of your organization or as an individual, must provide the following assurances and certifications, which replace any requirement to submit an SF-424-B or SF-424-D. The Responsible Civil Rights Official has specified this form for use for purposes of general compliance with 24 CFR §§ 1.5, 3.115, 8.50, and 146.25, as applicable. The Responsible Civil Rights Official may require specific civil rights assurances to be furnished consistent with those authorities and will specify the form on which such assurances must be made. A failure to furnish or comply with the civil rights assurances contained in this form may result in the procedures to effect compliance at 24 CFR §§ 1.8, 3.115, 8.57, or 146.39.

By submitting this form, you are stating that all assertions made in this form are true, accurate, and correct.

As the duly representative of the applicant, I certify that the applicant:

*Authorized Representative Name:

Prefix: Ms.

*First Name: Linda

Middle Name:

*Last Name: Gorton

Suffix:

*Title: Mayor

*Applicant Organization: Lexington-Fayette Urban County Government

1. Has the legal authority to apply for Federal assistance, has the institutional, managerial and financial capability (including funds to pay the non-Federal share of program costs) to plan, manage and complete the program as described in the application and the governing body has duly authorized the submission of the application, including these assurances and certifications, and authorized me as the official representative of the application to act in connection with the application and to provide any additional information as may be required.

2. Will administer the grant in compliance with Title VI of the Civil Rights Act of 1964 (42 U.S.C 2000(d)) and implementing regulations (24 CFR part 1), which provide that no person in the United States shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination under any program or activity that receives Federal financial assistance OR if the applicant is a Federally recognized Indian tribe or its tribally designated housing entity, is subject to the Indian Civil Rights Act (25 U.S.C. 1301-1303).

3. Will administer the grant in compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as amended, and implementing regulations at 24 CFR part 8, the American Disabilities Act (42 U.S.C. §§ 12101 et.seq.), and implementing regulations at 28 CFR part 35 or 36, as applicable, and the Age Discrimination Act of 1975 (42 U.S.C. 6101-07) as amended, and implementing regulations at 24 CFR part 146 which together provide that no person in the United States shall, on the grounds of disability or age, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity that receives Federal financial assistance; except if the grant program authorizes or limits participation to designated populations, then the applicant will comply with the nondiscrimination requirements within the designated population.

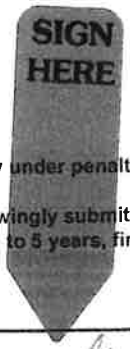
4. Will comply with the Fair Housing Act (42 U.S.C. 3601-19), as amended, and the implementing regulations at 24 CFR part 100, which prohibit discrimination in housing on the basis of race, color, religion sex (including gender identity and sexual orientation), disability, familial status, or national origin and will affirmatively further fair housing; except an applicant which is an Indian tribe or its instrumentality which is excluded by statute from coverage does not make this certification; and further except if the grant program authorizes or limits participation to designated populations, then the applicant will comply with the nondiscrimination requirements within the designated population.

5. Will comply with all applicable Federal nondiscrimination requirements, including those listed at 24 CFR §§ 5.105(a) and 5.106 as applicable.

6. Will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. 4601) and implementing regulations at 49 CFR part 24 and, as applicable, Section 104(d) of the Housing and Community Development Act of 1974 (42 U.S.C. 5304(d)) and implementing regulations at 24 CFR part 42, subpart A.

7. Will comply with the environmental requirements of the National Environmental Policy Act (42 U.S.C. 4321 et.seq.) and related Federal authorities prior to the commitment or expenditure of funds for property.

8. That no Federal appropriated funds have been paid, or will be paid, by or on behalf of the applicant, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding of this Federal grant or its extension, renewal, amendment or modification. If funds other than Federal appropriated funds have or will be paid for influencing or attempting to influence the persons listed above, I shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying. I certify that I shall require all subawards at all tiers (including sub-grants and contracts) to similarly certify and disclose accordingly. Federally recognized Indian Tribes and tribally designated housing entities (TDHEs) established by Federally-recognized Indian tribes as a result of the exercise of the tribe's sovereign power are excluded from coverage by the Byrd Amendment, but State-recognized Indian tribes and TDHs established under State law are not excluded from the statute's coverage.



I/We, the undersigned, certify under penalty of perjury that the information provided above is true and correct.

WARNING: Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and administrative penalties. (18 U.S.C. §§287, 1001, 1010, 1012, 1014; 31 U.S.C. §3729, 3802).

*Signature: Linda Gorton

*Date: 05/16/2025

OMB Number: 4040-0007
Expiration Date: 02/28/2025

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.

2. Will give the awarding agency, the Comptroller General of the United States 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 or agency directives.

3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C.§§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U. S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

12. Will comply 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.

13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGN HERE

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
Linda Gorton	Mayor
APPLICANT ORGANIZATION	DATE SUBMITTED
Lexington-Fayette Urban County Government	05/16/2025

Standard Form 424B (Rev. 7-97) Back

CERTIFICATIONS

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the jurisdiction certifies that:

Affirmatively Further Fair Housing --The jurisdiction will affirmatively further fair housing.

Uniform Relocation Act and Anti-displacement and Relocation Plan -- It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (42 U.S.C. 4601-4655) and implementing regulations at 49 CFR Part 24. It has in effect and is following a residential anti-displacement and relocation assistance plan required under 24 CFR Part 42 in connection with any activity assisted with funding under the Community Development Block Grant or HOME programs.

Anti-Lobbying --To the best of the jurisdiction's knowledge and belief:

1. 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;

2. 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; and

3. It will require that the language of paragraph 1 and 2 of this anti-lobbying 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.

Authority of Jurisdiction --The consolidated plan is authorized under State and local law (as applicable) and the jurisdiction possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations.

Consistency with plan --The housing activities to be undertaken with Community Development Block Grant, HOME, Emergency Solutions Grant, and Housing Opportunities for Persons With AIDS funds are consistent with the strategic plan in the jurisdiction's consolidated plan.

Section 3 -- It will comply with section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR Part 75.

Linda Gorton
Signature of Authorized Official

5/16/25
Date

Mayor
Title

Specific Community Development Block Grant Certifications

The Entitlement Community certifies that:

Citizen Participation -- It is in full compliance and following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105.

Community Development Plan -- Its consolidated plan identifies community development and housing needs and specifies both short-term and long-term community development objectives that that have been developed in accordance with the primary objective of the CDBG program (i.e., the development of viable urban communities, by providing decent housing and expanding economic opportunities, primarily for persons of low and moderate income) and requirements of 24 CFR Parts 91 and 570.

Following a Plan -- It is following a current consolidated plan that has been approved by HUD.

Use of Funds -- It has complied with the following criteria:

1. Maximum Feasible Priority. With respect to activities expected to be assisted with CDBG funds, it has developed its Action Plan so as to give maximum feasible priority to activities which benefit low- and moderate-income families or aid in the prevention or elimination of slums or blight. The Action Plan may also include CDBG-assisted activities which the grantee certifies are designed to meet other community development needs having particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available (see Optional CDBG Certification).

2. Overall Benefit. The aggregate use of CDBG funds, including Section 108 guaranteed loans, during program year(s) 2025-2026 [a period specified by the grantee of one, two, or three specific consecutive program years], shall principally benefit persons of low and moderate income in a manner that ensures that at least 70 percent of the amount is expended for activities that benefit such persons during the designated period.

3. Special Assessments. It will not attempt to recover any capital costs of public improvements assisted with CDBG funds, including Section 108 loan guaranteed funds, by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements.

However, if CDBG funds are used to pay the proportion of a fee or assessment that relates to the capital costs of public improvements (assisted in part with CDBG funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds.

In addition, in the case of properties owned and occupied by moderate-income (not low-income) families, an assessment or charge may be made against the property for public improvements financed by a source other than CDBG funds if the jurisdiction certifies that it lacks CDBG funds to cover the assessment.

Excessive Force -- It has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and

2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

Compliance with Anti-discrimination laws -- The grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) and the Fair Housing Act (42 U.S.C. 3601-3619) and implementing regulations.

Lead-Based Paint -- Its activities concerning lead-based paint will comply with the requirements of 24 CFR Part 35, Subparts A, B, J, K and R.

Compliance with Laws -- It will comply with applicable laws.

Linda Gorton
Signature of Authorized Official

5/16/25
Date

Mayor
Title

OPTIONAL Community Development Block Grant Certification

Submit the following certification only when one or more of the activities in the action plan are designed to meet other community development needs having particular urgency as specified in 24 CFR 570.208(c):

The grantee hereby certifies that the Annual Plan includes one or more specifically identified CDBG-assisted activities which are designed to meet other community development needs having particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community and other financial resources are not available to meet such needs.

Linda Gorton
Signature of Authorized Official

5/16/25
Date

Mayor
Title

Specific HOME Certifications

The HOME participating jurisdiction certifies that:

Tenant Based Rental Assistance -- If it plans to provide tenant-based rental assistance, the tenant-based rental assistance is an essential element of its consolidated plan.

Eligible Activities and Costs -- It is using and will use HOME funds for eligible activities and costs, as described in 24 CFR §§92.205 through 92.209 and that it is not using and will not use HOME funds for prohibited activities, as described in §92.214.

Subsidy layering -- Before committing any funds to a project, it will evaluate the project in accordance with the guidelines that it adopts for this purpose and will not invest any more HOME funds in combination with other Federal assistance than is necessary to provide affordable housing;

Linda Gorton
Signature of Authorized Official

5/16/25
Date

Mayor
Title

Emergency Solutions Grants Certifications

The Emergency Solutions Grants Program recipient certifies that:

Major rehabilitation/conversion/renovation – If an emergency shelter's rehabilitation costs exceed 75 percent of the value of the building before rehabilitation, the recipient will maintain the building as a shelter for homeless individuals and families for a minimum of 10 years after the date the building is first occupied by a homeless individual or family after the completed rehabilitation.

If the cost to convert a building into an emergency shelter exceeds 75 percent of the value of the building after conversion, the recipient will maintain the building as a shelter for homeless individuals and families for a minimum of 10 years after the date the building is first occupied by a homeless individual or family after the completed conversion.

In all other cases where ESG funds are used for renovation, the recipient will maintain the building as a shelter for homeless individuals and families for a minimum of 3 years after the date the building is first occupied by a homeless individual or family after the completed renovation.

Essential Services and Operating Costs – In the case of assistance involving shelter operations or essential services related to street outreach or emergency shelter, the recipient will provide services or shelter to homeless individuals and families for the period during which the ESG assistance is provided, without regard to a particular site or structure, so long the recipient serves the same type of persons (e.g., families with children, unaccompanied youth, disabled individuals, or victims of domestic violence) or persons in the same geographic area.

Renovation – Any renovation carried out with ESG assistance shall be sufficient to ensure that the building involved is safe and sanitary.

Supportive Services – The recipient will assist homeless individuals in obtaining permanent housing, appropriate supportive services (including medical and mental health treatment, victim services, counseling, supervision, and other services essential for achieving independent living), and other Federal State, local, and private assistance available for these individuals.

Matching Funds – The recipient will obtain matching amounts required under 24 CFR 576.201.

Confidentiality – The recipient has established and is implementing procedures to ensure the confidentiality of records pertaining to any individual provided family violence prevention or treatment services under any project assisted under the ESG program, including protection against the release of the address or location of any family violence shelter project, except with the written authorization of the person responsible for the operation of that shelter.

Homeless Persons Involvement – To the maximum extent practicable, the recipient will involve, through employment, volunteer services, or otherwise, homeless individuals and families in constructing, renovating, maintaining, and operating facilities assisted under the ESG program, in providing services assisted under the ESG program, and in providing services for occupants of facilities assisted under the program.

Consolidated Plan – All activities the recipient undertakes with assistance under ESG are consistent with its consolidated plan.

Discharge Policy – The recipient will establish and implement, to the maximum extent practicable and where appropriate, policies and protocols for the discharge of persons from publicly funded institutions or systems of care (such as health care facilities, mental health facilities, foster care or other youth facilities, or correction programs and institutions) in order to prevent this discharge from immediately resulting in homelessness for these persons.

Linda Gorton
Signature of Authorized Official

5/16/25
Date

Mayor
Title

Housing Opportunities for Persons With AIDS Certifications

The HOPWA grantee certifies that:

Activities -- Activities funded under the program will meet urgent needs that are not being met by available public and private sources.

Building -- Any building or structure assisted under that program shall be operated for the purpose specified in the consolidated plan:

1. For a period of not less than 10 years in the case of assistance involving new construction, substantial rehabilitation, or acquisition of a facility,

2. For a period of not less than 3 years in the case of assistance involving non-substantial rehabilitation or repair of a building or structure.

Linda Gorton
Signature of Authorized Official

5/16/25
Date

Mayor
Title

APPENDIX TO CERTIFICATIONS

INSTRUCTIONS CONCERNING LOBBYING CERTIFICATION:

Lobbying Certification

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.

GRANICUS

THIS IS NOT AN INVOICE

Order Form
Prepared for
Lexington-Fayette Urban County, KY

Granicus Proposal for Lexington-Fayette Urban County, KYGranicus Budgetary Proposal for Lexington-Fayette Urban County, KY

ORDER DETAILS

Prepared By:	Valery Mendez
Phone:	
Email:	valery.mendez@granicus.com
Order #:	Q-428110
Prepared On:	20 May 2025
Expires On:	30 Jun 2025

ORDER TERMS

Currency:	USD
Payment Terms:	Net 30 (Payments for subscriptions are due at the beginning of the period of performance.)
Current Subscription End Date:	30 Jun 2025
Initial Order Term End Date:	30 Jun 2028
Period of Performance:	01 Jul 2025 - 30 Jun 2026

PRICING SUMMARY

The pricing and terms within this Proposal are specific to the products and volumes contained within this Proposal.

Renewing Subscription Fees			
Solution	**Billing Frequency**	**Quantity/Unit**	**Annual Fee**
govAccess - Maintenance, Hosting, & Licensing Fee - Core	Annual	1 Each	$11,498.04
		SUBTOTAL:	**$11,498.04**

FUTURE YEAR PRICING

Solution(s)	Period of Performance	
	01 Jul 2026 - 30 Jun 2027	01 Jul 2027 - 30 Jun 2028
govAccess - Maintenance, Hosting, & Licensing Fee - Core	$12,647.84	$13,912.63
SUBTOTAL:	**$12,647.84**	**$13,912.63**

PRODUCT UPDATES

FOR INFORMATION ON RECENT AND UPCOMING PRODUCT ENHANCEMENTS ACROSS THE GRANICUS PORTFOLIO, PLEASE REFER TO THE SEMIANNUAL UPDATE INFORMATION ON THIS WEBPAGE:
: HTTPS://GRANICUS.COM/SEMIANNUAL-UPDATES/

PRODUCT DESCRIPTIONS

Solution	Description
govAccess - Maintenance, Hosting, & Licensing Fee - Core	The govAccess Maintenance, Hosting, and Licensing plan is designed to equip the client with the technology, expertise and training to keep the client's website relevant and effective over time. Services include the following: • Ongoing software updates • Unlimited technical support (6:00 AM - 6:00 PM PT, Monday - Friday) • Access to training webinars and on-demand video library • Access to best practice webinars and resources • Annual health check with research-based recommendations for website optimization • DDoS mitigation • Disaster recovery with 90-minute failover (RTO) and 15-minute data replication (RPO)

TERMS & CONDITIONS

- This quote, and all products and services delivered hereunder are governed by the terms located at https://granicus.com/legal/licensing, including any product-specific terms included therein (the "License Agreement"). If your organization and Granicus has entered into a separate agreement or is utilizing a contract vehicle for this transaction, the terms of the License Agreement are incorporated into such separate agreement or contract vehicle by reference, with any directly conflicting terms and conditions being resolved in favor of the separate agreement or contract vehicle to the extent applicable.
- If submitting a Purchase Order, please include the following language: The pricing, terms and conditions of quote Q-428110 dated 20 May 2025 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.
- This quote is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of Lexington-Fayette Urban County, KY to provide applicable exemption certificate(s).
- Any lapse in payment may result in suspension of service and will require the payment of a setup fee to reinstate the subscription.
- The terms and conditions set forth in the Agreement effective are incorporated herein by reference.

GRANICUS

Order Form
Lexington-Fayette Urban County, KY

BILLING INFORMATION

Billing Contact:		**Purchase Order Required?**	[ ] - No [ ] - Yes
Billing Address:		**PO Number:** *If PO required*	
Billing Email:		**Billing Phone:**	

If submitting a Purchase Order, please include the following language:
The pricing, terms, and conditions of quote Q-428110 dated 20 May 2025 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.

AGREEMENT AND ACCEPTANCE

By signing this document, the undersigned certifies they have authority to enter the agreement. The undersigned also understands the services and terms.

Lexington-Fayette Urban County, KY		**Granicus**	
Signature:	Linda Gorton	**Signature:**	Kimberly A. Rosenberger
Name:	Linda Gorton	**Name:**	Kimberly A. Rosenberger
Title:	Mayor	**Title:**	Sr. Contracts Manager
Date:	5/27/2025	**Date:**	May 20, 2025

GRANICUS

THIS IS NOT AN INVOICE

Order Form
Prepared for
Lexington-Fayette Urban County, KY

Granicus Proposal for Lexington-Fayette Urban County, KY

ORDER DETAILS

Prepared By:	Valery Mendez
Phone:	
Email:	valery.mendez@granicus.com
Order #:	Q-451254
Prepared On:	20 May 2025
Expires On:	30 Jun 2025

ORDER TERMS

Currency:	USD
Payment Terms:	Net 30 (Payments for subscriptions are due at the beginning of the period of performance.)
Current Subscription End Date:	30 Jun 2025
Period of Performance:	01 Jul 2025 - 30 Jun 2026

PRICING SUMMARY

The pricing and terms within this Proposal are specific to the products and volumes contained within this Proposal.

New Subscription Fees			
Solution	**Billing Frequency**	**Quantity/Unit**	**Annual Fee**
Performance Accelerator Suite	Annual	1 Each	$0.00
		SUBTOTAL:	**$0.00**

Renewing Subscription Fees			
Solution	**Billing Frequency**	**Quantity/Unit**	**Annual Fee**
Boards and Commissions	Annual	1 Each	$15,761.49
VoteCast Classic Package with Hardware (TouchScreen) (ME)	Annual	1 Each	$1,576.15
Open Platform Suite	Annual	1 Each	$0.00
Government Transparency Suite	Annual	1 Each	$22,066.08
Meeting Efficiency Suite	Annual	1 Each	$23,642.23
Granicus Encoding Appliance Software (GT)	Annual	1 Each	$1,576.14
Upgrade to SDI 720p Streaming	Annual	1 Each	$3,152.30
		SUBTOTAL:	**$67,774.39**

FUTURE YEAR PRICING

Solution(s)	Period of Performance	
	01 Jul 2026 - 30 Jun 2027	01 Jul 2027 - 30 Jun 2028
Boards and Commissions	$17,337.64	$19,071.40
VoteCast Classic Package with Hardware (TouchScreen) (ME)	$1,733.77	$1,907.14
Open Platform Suite	$0.00	$0.00
Government Transparency Suite	$24,272.69	$26,699.96
Meeting Efficiency Suite	$26,006.45	$28,607.10
Granicus Encoding Appliance Software (GT)	$1,733.75	$1,907.13
Upgrade to SDI 720p Streaming	$3,467.53	$3,814.28
Performance Accelerator Suite	$0.00	$0.00
SUBTOTAL:	**$74,551.83**	**$82,007.01**

PRODUCT UPDATES

FOR INFORMATION ON RECENT AND UPCOMING PRODUCT ENHANCEMENTS ACROSS THE GRANICUS PORTFOLIO, PLEASE REFER TO THE SEMIANNUAL UPDATE INFORMATION ON THIS WEBPAGE:
: HTTPS://GRANICUS.COM/SEMIANNUAL-UPDATES/

PRODUCT DESCRIPTIONS

Solution	Description
Boards and Commissions	Boards and Commissions is a Software-as-a-Service (SaaS) solution that enables government organizations to simplify the citizen application and appointment to boards process of the clerk's office. Boards and Commissions includes: • Unlimited user accounts • Unlimited boards, commissions, committees, and subcommittees • Unlimited storage of citizen applications • Access to up to one (1) Boards and Commissions site • Access to customizable, embeddable iFrame websites for displaying information to citizens • Access to a customizable online citizen application form including board-specific questions • Customizable forms for board details, appointment details, and internal tracking details • Pre-designed document PDFs for applications, board details and rosters, and vacancy reports • Downloadable spreadsheets for easy reporting *Optional custom templates for document or report generation may also be purchased for an additional fee.*
VoteCast Classic Package with Hardware (TouchScreen) (ME)	VoteCast Classic Package with Hardware (TouchScreen) (ME) is the bundle for VoteCast installed on Dell CPUs and ELO Touchscreens that allows elected officials to vote during a meeting. This is a more permanent installation in that the CPUs and Touchscreens are usually mounted or attached to the dais of a meeting room.
Open Platform Suite	Open Platform is access to MediaManager, upload of archives, ability to post agendas/documents, and index of archives. These are able to be published and accessible through a searchable viewpage.
Government Transparency Suite	Government Transparency are the live in-meeting functions. Streaming of an event, pushing of documents, and indexing of events.

Solution	Description
Meeting Efficiency Suite	Meeting Efficiency is a hybrid Software-as-a-Service (SaaS) and Hardware-as-a-Service (HaaS) solution that enables government organizations to simplify the in-meeting management and post-meeting minutes creation processes of the clerk's office. By leveraging this solution, the client will be able to streamline meeting data capture and minutes production, reducing staff efforts and decreasing time to get minutes published. During a meeting, use LiveManager to record roll calls, motions, votes, notes, and speakers, all indexed with video. Use the index points to quickly edit minutes, templates to format in Microsoft Word, and publish online with the click of a button. Meeting Efficiency includes: • Unlimited user accounts • Unlimited meeting bodies • Unlimited storage of minutes documents • Access to the LiveManager software application for recording information during meetings • Access to the Word Add-in software component for minutes formatting in MS Word if desired • Up to one (1) MS Word minutes template (additional templates can be purchased if needed)
Granicus Encoding Appliance Software (GT)	Granicus Encoding Appliance Software (GT) This includes the LiveManager Software solution where webcasts are started/stopped, agendas amended and indexed, votes and attendance recorded, and minutes created.
Upgrade to SDI 720p Streaming	Upgrade to SDI 720p Streaming (requires Digital encoder and HD feed)
Performance Accelerator Suite	Performance Accelerator Suite provides the ability to utilize the performance accelerator within a network. Requires Performance Accelerator or Virtual Performance Accelerator to distribute video/indexing/documents within a local network. This distribution is utilized to eliminate the bandwidth impact local viewers would have accessing data from the Granicus Data Center.

TERMS & CONDITIONS

- This quote, and all products and services delivered hereunder are governed by the terms located at https://granicus.com/legal/licensing, including any product-specific terms included therein (the "License Agreement"). If your organization and Granicus has entered into a separate agreement or is utilizing a contract vehicle for this transaction, the terms of the License Agreement are incorporated into such separate agreement or contract vehicle by reference, with any directly conflicting terms and conditions being resolved in favor of the separate agreement or contract vehicle to the extent applicable.
- If submitting a Purchase Order, please include the following language: The pricing, terms and conditions of quote Q-451254 dated 20 May 2025 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.
- This quote is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of Lexington-Fayette Urban County, KY to provide applicable exemption certificate(s).
- Any lapse in payment may result in suspension of service and will require the payment of a setup fee to reinstate the subscription.

GRANICUS

Order Form
Lexington-Fayette Urban County, KY

BILLING INFORMATION

Billing Contact:		**Purchase Order Required?**	[ ] - No [ ] - Yes
Billing Address:		**PO Number:** *If PO required*	
Billing Email:		**Billing Phone:**	

If submitting a Purchase Order, please include the following language:
The pricing, terms, and conditions of quote Q-451254 dated 20 May 2025 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.

AGREEMENT AND ACCEPTANCE

By signing this document, the undersigned certifies they have authority to enter the agreement. The undersigned also understands the services and terms.

Lexington-Fayette Urban County, KY		**Granicus**	
Signature:	Linda Gorton	**Signature:**	Kimberly A. Rosenberger
Name:	Linda Gorton	**Name:**	Kimberly A. Rosenberger
Title:	Mayor	**Title:**	Sr. Contracts Manager
Date:	5/27/2025	**Date:**	May 20, 2025

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0379-25

File ID:	0379-25	**Type:**	Resolution	**Status:**	Approved
Version:	1	**Contract #:**	116-2025	**In Control:**	Urban County Council
				File Created:	04/14/2025
File Name:	RFP#3-2025 Castlewood Park Vehicular and Pedestrian Access and Sport Court Redevelopment professional services agreement			**Final Action:**	04/24/2025

Title: A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute the Professional Services Agreement (awarded pursuant to RFP No. 3-2025) with TSW, Inc. for Access and Sport Court redevelopment schematic design and cost estimates at Castlewood Park, at a cost not to exceed $36,900. [Div. of Parks and Recreation, Conrad]

Notes: SAF in the CCO. REturned to Michelle K. via pick up 5/9/2025. MS

Sponsors:		**Enactment Date:**	04/24/2025
Attachments:	RFP#3-2025 Castlewood Park Vehicular and Pedestrian Access & Sport Court Memo - Signed, Purchase of Service Agreement - Castlewood ADA Parking and Sport Court Renovation Design, Exhibit A Castlewood Park ADA Access and Sport Court Renovation Design RFP#3-2025, Exhibit B Consultant Proposal TSW, RESO 0379-25 Sport Court Agreement Castlewood Park 4928-7201-5415 v.1.docx, R-182-2025, Contract #116-2025	**Enactment Number:**	R-182-2025
Deed #:		**Hearing Date:**	
Drafter:	Roger Daman	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	04/22/2025	Approved and Referred to Docket	Urban County Council	04/24/2025		Pass
1	Urban County Council	04/24/2025	Received First Reading	Urban County Council	04/24/2025		
1	Urban County Council	04/24/2025	Suspended Rules for Second Reading				Pass
1	Urban County Council	04/24/2025	Approved				Pass

Text of Legislative File 0379-25

Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute the Professional Services Agreement (awarded pursuant to RFP No. 3-2025) with TSW, Inc. for Access and Sport Court redevelopment schematic design and cost estimates at Castlewood Park, at a cost not to exceed $36,900. [Div. of Parks and Recreation, Conrad]

Summary

Authorization of a professional services Agreement with TSW, Inc., pursuant to RFP No. 3-2025 for Access and Sport Court Redevelopment schematic design and cost estimates at Castlewood Park at a cost of $36,900. Funds are Budgeted. (L0379-25)(Conrad/Ford)

Budgetary Implications [select]: Yes

Advance Document Review:

Law: No

Risk Management: No

Fully Budgeted [select]: Yes

Account Number: 1105 707602 7221 91015

This Fiscal Year Impact: $36,900

Annual Impact: No

Project: CASTLEWOOD_2023

Activity: RENOVATE

Budget Reference:

Current Balance: $231,336.40

MAYOR LINDA GORTON

LEXINGTON

CHRIS FORD
COMMISSIONER
GENERAL SERVICES

TO: Mayor Linda Gorton
Honorable Members, Urban County Council

FROM: Monica Conrad, Director Parks and Recreation

DATE: April 14,2025

SUBJECT: RFP#3-2025 Castlewood Park Vehicular and Pedestrian Access and Sport Court Redevelopment professional services agreement

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Request:

Request Council Authorization of a professional services agreement with TSW, Inc. for Access and Sport Court Redevelopment schematic design and cost estimates at Castlewood Park.

Purpose:

TSW, Inc. submitted the selected proposal in response to RFP#3-2025 Castlewood Park Design Services for Vehicular and Pedestrian Access and Sport Court Redevelopment Design.

Budgetary Implication:

The fee for the proposed services is $36,900.

Are the funds budgeted?

Yes, funds for this project are available in the following account:

CASTLEWOOD_2023/RENOVATE 1105 707602 7221 91015

File Number: 0379-25

Director/Commissioner: Monica Conrad/Chris Ford

PURCHASE OF SERVICE AGREEMENT

THIS PURCHASE OF SERVICE AGREEMENT, made and entered into on the _____ day of April 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 Tunnell-Spangler-Walsh & Associates, Inc. d/b/a TSW, a Kentucky corporation, ("Organization") with offices located at 110 West Vine Street, Suite 300, Lexington, KY 40507.

W I T N E S S E T H

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

1. EFFECTIVE DATE; TERM. This Agreement shall commence on April 1, 2025 and shall last for a period of 1 year(s) unless terminated by LFUCG at an earlier time.

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

a. Exhibit "A" – LFUCG RFP #3-2025
b. Exhibit "B" – Consultant Proposal

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" – LFUCG RFP #3-2025 for LFUCG in a timely, workmanlike and professional manner (the "Services").

4. PAYMENT. LFUCG shall pay Organization a total amount not to exceed Thirty-Six Thousand, Nine Hundred dollars ($36,900) for the performance of the Services. Such payments shall be made monthly after project deliverables have been completed, as outlined in Exhibit "A." The funds are limited to the services provided herein and may not be spent by the Organization for any other purpose without the prior written consent of LFUCG. Absent any additional written agreement stating otherwise any travel or other expenses are included in the above payment.

a. LFUCG shall make payment under this Agreement upon timely submission of an invoice(s) from Organization specifying that the Services have been performed, accompanied by data satisfactory to LFUCG to document entitlement to payment for the Services performed to date. LFUCG shall have thirty (30) days from the date of receipt of the invoice to pay the invoice amount. LFUCG reserves the right to refuse payment if it is determined by LFUCG that the Services performed, or materials provided for the Services are inadequate or defective.

b. LFUCG also reserves the right to reject any invoice submitted for services more than sixty (60) days after the services were rendered.

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

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

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

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

6. REPORTING. Organization shall provide LFUCG with timely reports and updates related to the provisions of the Services in the form and manner reasonably specified by LFUCG.

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

8. INSURANCE; INDEMNITY.

The risk management provisions of RFP No. 3-2025 are incorporated herein by reference as if fully stated. Copies of the required Certificates of Insurance shall be provided to the LFUCG as required therein.

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

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

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

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

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

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

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

clients and shall be posted at all locations where Organization conducts business. The policy shall be made available to LFUCG upon request.

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

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

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

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

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

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

For Organization:

Tunnell-Spangler-Walsh & Associates, Inc. d/b/a TSW
110 West Vine Street, Suite 300
Lexington, KY 40507

For Government:

Lexington-Fayette Urban County Government
200 East Main Street
Lexington, Kentucky 40507
Attn: Parks and Recreation, Tim Joice

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

21. **ENTIRE AGREEMENT.** This Agreement shall constitute the entire agreement between the parties and no representations, inducements, promises or agreements, oral

or otherwise, which are not embodied herein shall be effective for any purpose. This Agreement shall replace any previous agreement between the parties on the same subject matter.

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

LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT

BY: _____
LINDA GORTON, MAYOR

ATTEST:

_____
Clerk of the Urban County Council

ENTITY

BY:_____
_____

_____
ATTEST:

_____
WITNESS:_____
DATE:_____

EXHIBIT "A"

Lexington/Fayette Urban County Government
Addendum for Services

EXHIBIT "B"

Consultant Proposal

Lexington-Fayette
Urban County Government

Request for Proposals

The Lexington-Fayette Urban County Government hereby requests proposals for **RFP #3-2025 Castlewood Park Design Services for Vehicular and Pedestrian Access and Sport Court Redevelopment Design** to be provided in accordance with terms, conditions and specifications established herein.

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

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

Proposals, once submitted, may not be withdrawn for a period of ninety (90) calendar days.

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

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

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

The Lexington-Fayette Urban County Government encourages the participation of minority- and women-owned businesses in Lexington-Fayette Urban County Government contracts. This proposal is subject to Affirmative Action requirements attached hereto.

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

Laws and Regulations

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

Equal Employment Opportunity

The Entity (regardless of whether construction contractor, non-construction contractor or supplier) agrees to provide equal opportunity in employment for all qualified persons, to prohibit discrimination in employment because of race, color, religion, sex (including pregnancy, sexual orientation or gender identity), national origin, disability, age, genetic information, political affiliation, or veteran status, and to promote equal employment through a positive, continuing program from itself and each of its sub-contracting agents. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.

Kentucky Equal Employment Opportunity Act

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

"During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, or national origin;

(2) The contractor will state in all solicitations or advertisements for employees placed by or on behalf of the contractors that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, or national origin;

(3) The contractor will post notices in conspicuous places, available to employees and applicants for employment, setting forth the provision of the nondiscrimination clauses required by this section; and

(4) The contractor will send a notice to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding advising the labor union or workers'

representative of the contractor's commitments under the nondiscrimination clauses."

The Act further provides:

"KRS 45.610. Hiring minorities -- Information required

(1) For the length of the contract, each contractor shall hire minorities from other sources within the drawing area, should the union with which he has collective bargaining agreements be unwilling to supply sufficient minorities to satisfy the agreed upon goals and timetables.

(2) Each contractor shall, for the length of the contract, furnish such information as required by KRS 45.560 to KRS 45.640 and by such rules, regulations and orders issued pursuant thereto and will permit access to all books and records pertaining to his employment practices and work sites by the contracting agency and the department for purposes of investigation to ascertain compliance with KRS 45.560 to 45.640 and such rules, regulations and orders issued pursuant thereto.

KRS 45.620. Action against contractor -- Hiring of minority contractor or subcontractor

(1) If any contractor is found by the department to have engaged in an unlawful practice under this chapter during the course of performing under a contract or subcontract covered under KRS 45.560 to 45.640, the department shall so certify to the contracting agency and such certification shall be binding upon the contracting agency unless it is reversed in the course of judicial review.

(2) If the contractor is found to have committed an unlawful practice under KRS 45.560 to 45.640, the contracting agency may cancel or terminate the contract, conditioned upon a program for future compliance approved by the contracting agency and the department. The contracting agency may declare such a contractor ineligible to bid on further contracts with that agency until such time as the contractor complies in full with the requirements of KRS 45.560 to 45.640.

(3) The equal employment provisions of KRS 45.560 to 45.640 may be met in part by a contractor by subcontracting to a minority contractor or subcontractor. For the provisions of KRS 45.560 to 45.640, a minority contractor or subcontractor shall mean a business that is owned and controlled by one or more persons disadvantaged by racial or ethnic circumstances.

KRS 45.630 Termination of existing employee not required, when

Any provision of KRS 45.560 to 45.640 notwithstanding, no contractor shall be required to terminate an existing employee upon proof that employee was employed prior to the date of the contract.

KRS 45.640 Minimum skills

Nothing in KRS 45.560 to 45.640 shall require a contractor to hire anyone who fails to demonstrate the minimum skills required to perform a particular job."

It is recommended that all of the provisions above quoted be included as special conditions in each contract. In the case of a contract exceeding $250,000, the contractor is required to furnish evidence that his workforce in Kentucky is representative of the available work-force in the area from which he draws employees, or to supply an Affirmative Action plan which will achieve such representation during the life of the contract.

LFUCG Non-Appropriation Clause

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

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

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

Contention Process

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

Notice of contention with the RFP process must be filed within 3 business days of the bid/proposal opening by (1) sending a written notice, including sufficient documentation to support contention, to the Director of the Division of Central Purchasing or (2)

submitting a written request for a meeting with the Director of Central Purchasing to explain his/her contention with the RFP process. After consulting with the Commissioner of Finance the Chief Administrative Officer and reviewing the documentation and/or hearing the vendor, the Director of Central Purchasing shall promptly respond in writing findings as to the compliance with RFP processes. If, based on this review, a RFP process irregularity is deemed to have occurred the Director of Central Purchasing will consult with the Commissioner of Finance, the Chief Administrative Officer and the Department of Law as to the appropriate remedy.

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

SELECTION CRITERIA:

The LFUCG's Selection Committee shall consider the following factors when it evaluates the proposals received:

1. Professional qualifications and experience with community park planning, accessibility planning and green infrastructure storm water engineering services 30%
2. Demonstrated understanding of the project requirements including past experience with similar projects. 25%
3. Capacity of the team to perform the work within the time limitations illustrated by the current volume of work in progress. 5%
4. Past record and performance on contracts with the Urban County government or other governmental agencies and private industry with respect to such factors as control of cost, quality of work and ability to meet schedule 15%
5. Degree of local employment provided by person or firm. 10%
6. Estimated cost of services 15%

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

Questions regarding this RFP shall be addressed through: https://lexingtonky.ionwave.net

Affirmative Action Plan

All vendors must submit as a part of the proposal package the following items to the Urban County Government:

1. Affirmative Action Plan for his/her firm;
2. Current Work Force Analysis Form;

Failure to submit these items as required may result in disqualification of the submitter from award of the contract. All submissions should be directed to:

Director, Division of Procurement
Lexington-Fayette Urban County Government
200 East Main Street, 3rd Floor
Lexington, Kentucky 40507

All questions regarding this proposal must be directed to the Division of Central Purchasing, (859)-258-3320.

AFFIDAVIT

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

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

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

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

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

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

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

Continued on next page

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

Further, Affiant sayeth naught.

_____

STATE OF _____

COUNTY OF _____

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

My Commission expires: _____

_____
NOTARY PUBLIC, STATE AT LARGE

EQUAL OPPORTUNITY AGREEMENT

Standard Title VI Assurance

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

The Law

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

- Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment discrimination by contractor and sub-contractor doing business with the Federal Government or recipients of Federal funds. This order was later amended by Executive Order No. 11375 to prohibit discrimination on the basis of sex.

- Section 503 of the Rehabilitation Act of 1973 states:

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

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

- Section 206(A) of Executive Order 12086, Consolidation of Contract Compliance Functions for Equal Employment Opportunity, states:

  The Secretary of Labor may investigate the employment practices of any Government contractor or sub-contractor to determine whether or not the contractual provisions specified in Section 202 of this order have been violated.

****

The Lexington-Fayette Urban County Government practices Equal Opportunity in recruiting, hiring and promoting. It is the Government's intent to affirmatively provide employment opportunities for those individuals who have previously not been allowed to enter into the mainstream of society. Because of its importance to the local Government, this policy carries the full endorsement of the Mayor, Commissioners, Directors and all supervisory personnel. In following this commitment to Equal Employment Opportunity and because the Government is the benefactor of the Federal funds, it is both against the Urban County Government policy and illegal for the Government to let contracts to companies which knowingly or unknowingly practice discrimination

in their employment practices. Violation of the above mentioned ordinances may cause a contract to be canceled and the contractors may be declared ineligible for future consideration.

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

Bidders

I/We agree to comply with the Civil Rights Laws listed above that govern employment rights of minorities, women, Vietnam veterans, handicapped and aged persons.

_____ _____

Signature *Name of Business*

WORKFORCE ANALYSIS FORM

Name of Organization: _____

Categories	**Total**	White (Not Hispanic or Latino)		Hispanic or Latino		Black or African-American (Not Hispanic or Latino		Native Hawaiian and Other Pacific Islander (Not Hispanic or Latino		Asian (Not Hispanic or Latino		American Indian or Alaskan Native (not Hispanic or Latino		Two or more races (Not Hispanic or Latino		**Total**	
		M	**F**	**M**	**F**	**M**	**F**	**M**	**F**	**M**	**F**	**M**	**F**	**M**	**F**	**M**	**F**
Administrators																	
Professionals																	
Superintendents																	
Supervisors																	
Foremen																	
Technicians																	
Protective Service																	
Para-Professionals																	
Office/Clerical																	
Skilled Craft																	
Service/Maintenance																	
Total:																	

Prepared by: _____Date: _____/_____/_____

(Name and Title)

Revised 2015-Dec-15

DIRECTOR, DIVISION OF PROCUREMENT
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
200 EAST MAIN STREET
LEXINGTON, KENTUCKY 40507

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITIES AND DBE CONTRACT PARTICIPATION

The Lexington-Fayette Urban County Government has a Certified Minority and Women Business Enterprise seventeen percent (17%) minimum goal including minimum subgoals of five percent (5%) for Minority Business Enterprises (MBE) and a subgoal of twelve percent (12%) for Women Business Enterprises (WBE); a three (3%) minimum goal for Certified Veteran-Owned Small Businesses and/or Certified Service- Disabled Veteran Owned Businesses; and a goal of utilizing Disadvantaged Business Enterprises (DBE), where applicable, for government contracts.

For assistance in locating certified DBEs, MBEs, WBEs, VOSBs and/or VOSBs, contact Sherita Miller at 859/258-3320 or by writing the address listed below:

Sherita Miller, MPA, CPSD
Minority Business Enterprise Liaison
Division of Procurement
Lexington-Fayette Urban County Government
200 East Main Street
Lexington, Kentucky 40507
smiller@lexingtonky.gov
859-258-3323

Firm Submitting Proposal: _____

Complete Address: _____
Street City Zip

Contact Name: _____ Title: _____

Telephone Number: _____ Fax Number: _____

Email address: _____

LEXINGTON

MINORITY BUSINESS ENTERPRISE PROGRAM

Sherita Miller, MPA, CPSD
Minority Business Enterprise Liaison
Division of Procurement
Lexington-Fayette Urban County Government
200 East Main Street
Lexington, KY 40507
smiller@lexingtonky.gov
859-258-3323

OUR MISSION: The mission of the Minority Business Enterprise Program (MBEP) is to facilitate the full participation of minority and women owned businesses in the procurement process and to promote economic inclusion as a business imperative essential to the long- term economic viability of Lexington-Fayette Urban County Government.

To that end the urban county council adopted and implemented Resolution 272-2024 – a Certified Minority and Women Business Enterprise seventeen percent (17%) minimum goal including minimum subgoals of five percent (5%) for Minority Business Enterprises (MBE) and a subgoal of twelve percent (12%) for Women Business Enterprises (WBE); a three (3%) minimum goal for Certified Veteran-Owned Small Businesses and/or Certified Service- Disabled Veteran Owned Businesses; and a goal of utilizing Disadvantaged Business Enterprises (DBE), where applicable, for government contracts.

The resolution states the following definitions shall be used for the purposes of reaching these goals:

Certified Disadvantaged Business Enterprise (DBE) *– a business in which at least fifty-one percent (51%) is owned, managed and controlled by a person(s) who is socially and economically disadvantaged as define by 49 CFR subpart 26.*

Certified Minority Business Enterprise (MBE) *– a business in which at least fifty-one percent (51%) is owned, managed and controlled by an ethnic minority (i.e. Black American, Asian American, Hispanic American, Native American)*

Certified Women Business Enterprise (WBE) *– a business in which at least fifty-one percent (51%) is owned, managed and controlled by a woman.*

Certified Veteran-Owned Small Business (VOSB) *– a business in which at least fifty-one percent (51%) is owned, managed and controlled by a veteran who served on active duty with the U.S. Army, Air Force, Navy, Marines or Coast Guard.*

Certified Service -Disabled Veteran Owned Small Business (SDVOSB) *– a business in which at least fifty-one percent (51%) is owned, managed and controlled by a disabled veteran who served on active duty with the U.S. Army, Air Force, Navy, Marines or Coast Guard.*

The term "Certified" shall mean the business is appropriately certified, licensed, verified, or validated by an organization or entity recognized by the Division of Procurement as having the appropriate credentials to make a determination as to the status of the business.
The following certifications are recognized and accepted by the MBEP:

Kentucky Transportation Cabinet (KYTC), Disadvantaged Business Enterprise (DBE)
Kentucky Minority and Women Business Enterprise (MWBE)
Women's Business Enterprise National Council (WBENC)
National Women Business Owners Corporation (NWBOC)
National Minority Supplier Development Council (NMSDC)
Tri-State Minority Supplier Development Council (TSMSDC)
U.S. Small Business Administration Veteran Small Business Certification (VetCert)
Kentucky Service- Disabled Veteran Owned Small Business (SDVOSB)

To comply with Resolution 272-2024, prime contractors, minority and women business enterprises, veteran owned small businesses, and service-disabled veteran owned small businesses must complete monthly contract compliance audits in the Diverse Business Management Compliance system, https://lexingtonky.diversitycompliance.com/

A list of organizations that certify and/or maintain lists of certified businesses (i.e. DBE, MBE, WBE, VOSB and/or SDVOSB) is available upon request by emailing, Sherita Miller, smiller@lexingtonky.gov.

LEXINGTON

LFUCG MWDBE PARTICIPATION FORM
Bid/RFP/Quote Reference #_____

The MWDBE and/or veteran subcontractors listed have agreed to participate on this Bid/RFP/Quote. If any substitution is made or the total value of the work is changed prior to or after the job is in progress, it is understood that those substitutions must be submitted to the Division of Procurement for approval immediately. **Failure to submit a completed form may cause rejection of the bid.**

MWBE Company, Name, Address, Phone, Email	DBE/MBE WBE/VOSB/SDVOSB	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1.				
2.				
3.				
4.				

The undersigned company representative submits the above list of MDWBE and veteran firms to be used in accomplishing the work contained in this Bid/RFP/Quote. Any misrepresentation may result in the termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

_____ _____
Company **Company Representative**

_____ _____
Date **Title**

LEXINGTON

LFUCG MWDBE SUBSTITUTION FORM
Bid/RFP/Quote Reference #_____

The substituted MWDBE and/or veteran subcontractors listed below have agreed to participate on this Bid/RFP/Quote. These substitutions were made prior to or after the job was in progress. These substitutions were made for reasons stated below and are now being submitted to the Division of Procurement for approval. By the authorized signature of a representative of our company, we understand that this information will be entered into our file for this project. **Note: Form required if a subcontractor is being substituted on a contract.**

SUBSTITUTED DBE/MBE/WBE/VOSB Company Name, Address, Phone, Email	DBE/MBE/WBE/VOSB/SDVOSB Formally Contracted/ Name, Address, Phone, Email	Work to Be Performed	Reason for the Substitution	Total Dollar Value of the Work	% Value of Total Contract
1.					
2.					
3.					
4.					

The undersigned acknowledges that any misrepresentation may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

_____ _____
Company **Company Representative**

_____ _____
Date **Title**

LEXINGTON

DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS AND OUTREACH PLANS

As affirmed in Resolution Number 272-2024, the Urban County Council has adopted an annual aspirational goal of utilizing at least seventeen percent (17%) of public funds spend from certain discretionary agreements with certified Minority Business Enterprises (MBEs) and certified Woman Business Enterprises (WBEs); utilizing at least three percent (3%) of public funds from certain discretionary agreements with Certified Veteran-Owned Small Business and Certified Service-Disabled Veteran-Owned Small Businesses (VOSBs); and utilizing Disadvantaged Business Enterprises (DBEs) where applicable. Bidders should make every effort to achieve these goals.

Therefore, as an element of the responsiveness of the bid, all Bidders are required to submit documentation of their good faith and outreach efforts to ensure all businesses, including small and disadvantaged businesses such as minority-, woman-, and veteran-owned businesses, have an equal opportunity to compete for and participate in the performance of any subcontracts resulting from this procurement. Examples of good faith and outreach efforts that satisfy this requirement to encourage the participation of, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs include:

1. Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women, and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs to participate.

2. Attended LFUCG Procurement Economic Inclusion Outreach event(s) within the past year to meet new small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs to partner with on LFUCG contracts and procurements.

3. Attended pre-bid/pre-proposal meetings that were scheduled by LFUCG to inform small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs of subcontracting opportunities.

4. Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs.

5. Requested a list of certified small, DBE, MBE, WBE, VOSB and/or SDVOSB subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).

6. Contacted organizations that work with small, DBE, MBE, WBE, and VOSB companies for assistance in finding certified DBEs, MBEs, WBEs, VOSB and/or SDVOSBs to work

on this project. Those contacted and their responses must be a part of the bidder's outreach efforts documentation.

7. Sent written notices, by certified mail, email, or facsimile, to qualified, certified small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.

8. Followed up initial solicitations by contacting small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs via tailored communications to determine their level of interest.

9. Provided the interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs with adequate and timely information about the plans, specifications, and requirements of the contract.

10. Selected portions of the work to be performed by small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs in order to increase the likelihood of subcontracting participation. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate small, DBE, MBE, WBE, VOSB and/or SDVOSB participation, even when the prime contractor may otherwise perform these work items with its own workforce.

11. Negotiated in good faith with interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs, not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection must be so noted in writing with a description as to why an agreement could not be reached.

12. Included documentation of quotations received from interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs that were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.

    a. Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a small business', DBE's MBE's, WBE's, VOSB's and/or SDVOSB's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy the participation goals.

13. Made an effort to offer assistance to or refer interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal.

14. Made efforts to expand the search for small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs beyond the usual geographic boundaries.

15. Other – any other evidence that the bidder submits that may demonstrate that the bidder has made reasonable efforts to include small, DBE, MBE, WBE, VOSB and/or SDVOSB participation.

Bidder must document, with specificity, each of the efforts it made to include small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs as subcontractors in the procurement, including the date on which each effort was made, the medium through which each effort was made, and the outcome of each effort.

> **<u>Note</u>: Failure to submit the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement which is subject to review by the MBE Liaison. Documentation of Good Faith and Outreach Efforts must be submitted with the Bid, regardless of the proposed level of small, DBE, MBE, WBE, VOSB and/or SDVOSB participation in the procurement. If the Good Faith and Outreach Effort documentation is not submitted with the bid response, the bid may be rejected.**

OUTREACH EFFORTS EVALUATION

Outreach efforts demonstrated by the bidder or respondent will be evaluated on a pass/fail basis.

ATTACHMENT A – SMALL AND DISADVANTAGED, MINORITY-, WOMEN-, AND VETERAN-OWNED BUSINESS OUTREACH PLAN

Proposer Name:		**Date:**	
Project Name:		**Project Number:**	
Contact Name:		**Telephone:**	
Email:			

The mission of the Minority Business Enterprise Program is to facilitate the full participation of disadvantaged businesses, minority-, women-, veteran-, and service-disabled veteran-owned businesses in the procurement process and to promote economic inclusion as a business imperative essential to the long -term economic viability of Lexington-Fayette Urban County Government.

To that end, small and disadvantaged businesses, including minority-, woman-, veteran-, and service-disabled veteran-owned businesses, must have an equal opportunity to be utilized in the performance of contracts with public funds spent from certain discretionary agreements. By submitting its offer, Bidder/Proposer certifies that it has taken, and if there are further opportunities will take, reasonable steps to ensure that small and disadvantaged businesses, including minority-, woman-, veteran-, and service-disabled veteran-owned businesses, are provided an equal opportunity to compete for and participate in the performance of any subcontracts resulting from this procurement.

The information submitted in response to this clause will not be considered in any scored evaluation. Failure to submit this form may cause the bid or proposal to be rejected.

Is the Bidder/ Proposer a certified firm? Yes ☐ No ☐

If yes, indicate all certification type(s):

DBE ☐ MBE ☐ WBE ☐ SBE ☐ VOSB/SDVOSB ☐

and supply a copy of the certificate and/or certification letter if not currently listed on the city's Minority Business Enterprise Program's (MBEP) certified list.

1. Include a list of firms that Bidder/ Proposer has had a contractual relationship with within the last two years that are minority-owned, woman-owned, veteran-owned or small businesses, regardless of their certification status.

Click or tap here to enter text.

2. Does Bidder/Proposer foresee any subcontracting opportunities for this procurement?

Yes ☐ No ☐

If no, please explain why in the field below. Do not complete the rest of this form and submit this first page with your bid and/or proposal. Click or tap here to enter text.

If yes, please complete the following pages and submit all pages with your bid and/or proposal.

Describe the steps Bidder/Proposer took to solicit small and disadvantaged businesses, including MBEs, WBEs, VOSBs, and SDVOSBs, for subcontracting opportunities for this procurement.

3. Check the good faith and outreach efforts the Bidder/Proposer used to encourage the participation of small and disadvantaged businesses including, MBEs, WBEs, VOSBs and SDVOSBs:

- ☐ Bidder placed advertisements in search of prospective small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs for the solicitation.
- ☐ Bidder attended LFUCG Procurement Economic Inclusion Outreach event(s) within the past year.
- ☐ Bidder attended pre-bid and/or pre-proposal meetings for this solicitation.
- ☐ Bidder sponsored an Economic Inclusion Outreach event.
- ☐ Bidder requested a list of certified small, DBE, MBE, WBE, VOSB and/or SDVOSB subcontractors or suppliers from LFUCG.
- ☐ Bidder contacted organizations that work with small, DBE, MBE, WBE, VOSB and/or SDVOSB companies.
- ☐ Bidder sent written notices to certified small, DBE, MBE, WBE, VOSB and SDVOSB businesses.
- ☐ Bidder followed up to initial solicitations with interested small, DBE, MBE, WBE, VOSB and/or SDVOSB.
- ☐ Bidder provided small, DBE, MBE, WBE, VOSB and/or SDVOSB businesses interested in performing the solicited work with prompt access to the plans, specifications, scope of work, and requirements of the solicitation.
- ☐ Bidder made efforts to segment portions of the work to be performed by small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs, including dividing sub-bid/partnership opportunities into economically feasible units/parcels, to facilitate participation.

☐ Bidder negotiated in good faith with interested small, DBE, MBE, WBE, VOSB and/or SDVOSB businesses.

☐ Bidder provided adequate rationale for rejecting any small business', DBEs, MBEs, WBEs, VOSBs or SDVOSBs for lack of qualifications.

☐ Bidder offered assistance in obtaining bonding, insurance, financial, equipment, or other resources to small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs, in an effort to assist them in meeting project requirements.

☐ Bidder made efforts to expand the search for small businesses, DBEs MBEs, WBEs, VOSBs and/or SDVOSBs beyond the usual geographic boundaries.

☐ Bidder made other reasonable efforts to include small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs participation.

4. Bidder/Proposer must include documentation, including the date each effort was made, the medium through which each effort was made, and the outcome of each effort with this form, regardless of the level of small, DBE, MBE, WBE, VOSB and/or SDVOSB participation. Examples of required documentation include copies of email communications, copies of newspaper advertisements, or copies of quotations received from interested small businesses, DBEs, MBEs, WBEs, VOSBs or SDVOSBs.

Click or tap here to enter text.

For detailed information regarding outreach efforts that satisfy the MBE Program's requirements, please see "Documentation Required for Good Faith Efforts and Outreach Plans" page.

<u>Note</u>: The Bidder/Proposer must be willing to report the identity of each subcontractor and the value of each subcontract to MBEP if awarded a contract from this procurement.

Failure to submit the documentation requested may be cause for rejection of the bid. Bidders may include any other documentation deemed relevant to this requirement, which is subject to review by the MBE Liaison. Documentation of Good Faith and Outreach Efforts must be submitted with the bid, regardless of the proposed level of SBEs, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs participation in the procurement. If the Good Faith and Outreach Effort Form and associated documentation is not submitted with the bid response, the bid may be rejected.

The undersigned acknowledges that all information is accurate. Any misrepresentations may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and claims.

Company	**Company Representative**
Date	**Title**

4870-1925-6809, v. 1

GENERAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

A. Termination for Cause

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

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

(3) A default in performance by a contractor for which a contract may be terminated shall include, but shall not necessarily be limited to:
   (a) Failure to perform the contract according to its terms, conditions and specifications;
   (b) Failure to make delivery within the time specified or according

to a delivery schedule fixed by the contract;

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

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

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

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

B. At Will Termination

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

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

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

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

be signed by a duly authorized officer, agent or employee of the Respondent.

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

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

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

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

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

_____ _____

Signature Date

INDEMNIFICATION AND HOLD HARMLESS PROVISION

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

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

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

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

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

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

FINANCIAL RESPONSIBILITY

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

INSURANCE REQUIREMENTS

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

Required Insurance Coverage

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

Coverage	**Limits**
General Liability (Insurance Services Office Form CG 00 01)	$1 million per occurrence, $2 million aggregate or $2 million combined single limit
Auto Liability	$1 million per occurrence
Worker's Compensation	Statutory
Employer's Liability	$100K
Professional (E&O) Liability	$1 million per claim
Excess/Umbrella Liability	$1 million per occurrence

The policies above shall contain the following conditions:

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

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

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

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

Renewals

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

Deductibles and Self-Insured Programs

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

Safety and Loss Control

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

Verification of Coverage

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

Right to Review, Audit and Inspect

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

DEFAULT

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

00548704

Request for Proposals
Castlewood Park Design Services for
Vehicular and Pedestrian Access and Sport Court Redevelopment Design

The Lexington-Fayette Urban County Government (LFUCG) Division of Parks and Recreation is seeking proposals from consultants who are expertly qualified in the performance of professional design services relating to site analysis, design and cost estimation of vehicular and pedestrian access, park design and the redevelopment of sport courts. The project site is Castlewood Park located at 201 Castlewood Dr., Lexington KY, 40505.

PROJECT BACKGROUND

Castlewood Park is a 32.4-acre Community Park in the northeast of downtown Lexington. The park is host to an active Community Center and many recreational amenities. There are several attached, previous studies which consultants will be asked to review and consider if awarded this work. They include:

1. Sustainability Plan (NOLI et al., 2012)
2. Site Assessment, Conceptual Plan and Cost Estimate for Stormwater Best Management Practices (EcoGro, 2013)
3. Condition Assessment Report for Castlewood Community Center Renovation, (Fitzsimons Office of Architecture, 2016)
4. Castlewood Park Master Plan Draft (Lexington Parks and Recreation, 2020)
5. Castlewood Sports Courts Concept (Lexington Parks and Recreation, 2022)
6. Castlewood Courts Plans and Estimates (Lexington Parks and Recreation, 2023)
7. Castlewood Parking Concepts (Lexington Parks and Recreation, 2024)

PROJECT SCOPE

The project scope includes designing improved vehicular and pedestrian access, compliant with the Americans for Disabilities Act, to all park amenities. Additionally, the sport courts within the park have reached end of life and a redevelopment design is needed to provide a more balanced selection of sport courts. Recommendations should balance the preservation or replacement of existing, naturalized spaces within the park that are valued by the community with the need for improved access, safety and security in the park, particularly around the picnic shelter and playground.

The selected consultant shall assess current site conditions, review and understand previous completed studies and conceptual plans, analyze what is needed to provide responsive and compliant vehicular and pedestrian access and create schematic plans with cost estimates. The project shall include consideration for any stormwater management required to mitigate all recommended future improvements.

I. Base Information

Topographic Survey

The Owner will furnish to the selected consultant a topographic survey with existing site conditions for the sport court area. Elevations for the remainder of the park shall be based on GIS data in the conceptual and schematic phases. If additional services are contracted for design development and CDs, the Owner will provide or negotiate the provision of additional, critical topographic survey.

Site Analysis and Parking Audit

An audit of all available adjacent street parking and parking within the park is necessary to determine whether the required minimum is being supplied and if they are well-distributed for the park amenities. This includes ADA spaces and distribution of those spaces. Pedestrian access from the public sidewalks surrounding the park shall also be reviewed for compliance and condition.

II. Conceptual Design

1. The Conceptual Design should utilize the parking audit to determine whether the park has sufficient parking. If not, the Conceptual Design should make a recommendation for locations for additional parking.
2. The Conceptual Design should identify the most appropriate alignments for pedestrian pathway connections based on ADA compliance.
3. The Conceptual Design Phase will include at least two meetings with Parks staff. The first will be a kickoff meeting to listen to specific priorities based on current and anticipated use of and programming in the park. The second meeting will be to review proposed concepts and discuss.

III. Schematic Plans and Cost Estimate

The Schematic plan is expected to include:

a) New, recommended parking area(s) and accessible path of travel for all existing park amenities and required stormwater mitigation for all proposed impervious surface. Include recommendations for replacement of any existing parking or path of travel that is recommended to remain. Include an estimate of cost for all recommendations.

b) Redevelopment of a small sports court complex to consist of tennis, pickleball, futsal and potentially basketball courts with recommendations for parking (if required) and accessible path of travel including required stormwater mitigations as necessary for all proposed impervious surface. Include recommendations for replacement of any existing parking or path of travel that is recommended to remain to serve this complex. Include an estimate of cost for all recommendations.

c) New, recommended parking area(s) with accessible path of travel for the Community Center if expanded per 2017 Fitzsimons Office of Architecture study and required stormwater mitigation for all proposed impervious surface. Include recommendations for replacement of any existing parking or path of travel that is recommended to remain. Include an estimate of cost for all recommendations.

The Schematic Design process will include two meetings to review recommendations and costs. The first will be with Parks staff; the second will be with be a community engagement meeting that will include collecting feedback from the public.

DELIVERABLES

1. The Consultant shall provide Conceptual Design in digital PDF format.
2. The Consultant shall provide Schematic Design over topographic survey in digital AutoCAD format (.dwg file).
3. The Consultant shall provide Cost Estimates in digital Excel format (.xlsx file) associated with each project component.

MEETINGS AND MILESTONES

The Consultants is expected to attend meetings with Parks and Recreation staff for project kick-off, conceptual design review, schematic design review and community engagement.

If additional meetings are requested by the Owner, compensation shall be negotiated using hourly rates submitted with the proposal.

TIMELINE

1. Kick off anticipated mid-March 2025
2. Phase I: Base Information – 30 to 60 days
3. Phase II: Conceptual Design – 30 to 60 days
4. Schematic Plan and Cost Estimate review – 60 to 90 days

SELECTION

Consultant will be selected based on the following criteria:

1. Professional qualifications and experience with community park planning, accessibility planning and green infrastructure storm water engineering services 30%
2. Demonstrated understanding of the project requirements including past experience with similar projects. 25%
3. Capacity of the team to perform the work within the time limitations illustrated by the current volume of work in progress. 5%
4. Past record and performance on contracts with the Urban County government or other governmental agencies and private industry with respect to such factors as control of cost, quality of work and ability to meet schedule 15%
5. Degree of local employment provided by person or firm. 10%
6. Estimated cost of services 15%

Proposals shall contain appropriate information necessary to be evaluated on these criteria. A committee composed of Urban County Government staff will evaluate the proposals.

Methods of Payments for Services of Consultant

For Basic Services.

All Lump Sum Pricing shall include all direct labor and supervision necessary to complete the item in a manner that meets or exceeds the customer's satisfaction. It shall also include the labor payroll costs, overhead (such as unemployment taxes, general liability insurance, rent, utilities, phones, supplies, administrative salaries, F.I.C.A. sick and vacations, etc. disposal fees tool allowance, equipment, materials, profit and all other costs used on the job). The negotiated cost of services is represented below.

Provide a Firm Lump Sum Cost for providing LFUCG with services as noted in these specifications.

Consultant Services	**Lump Sum Fee**
1. Base Information	$
2. Conceptual Design	$
3. Schematic Design and Cost Estimates	$
Total	$

Unit Pricing

a. LFUCG reserves the right to increase or decrease frequencies of unit cost i.e., each task and / or services under this agreement. If Additional Services are requested, the base contract may be increased and/or decreased on the basis of these proposed unit rates. No price adjustments will be made, unless mutually agreed to in advance or as a result of temporary conditions (defined as 30 days or less from the date of the last invoice).
b. All Unit Pricing Hourly Rates shall include all direct labor, any supervision required, labor payroll costs, overhead (such as unemployment taxes, general liability insurance, rent, utilities, phones, supplies, administrative salaries, F.I.C.A. sick and vacations, etc.) disposal fees tool allowance, equipment, materials, profit and all other costs used on the job.
c. Additional Services may require procurement beyond the base contract. Procurement shall comply with the specifications set forth herein. The Consultant markup over the invoiced price shall be 0%.

TITLE/SKILL LEVEL	HOURLY RATE

(add additional rows or attach separate sheet if needed)



SUSTAINABILITY PLAN

STORMWATER QUALITY INCENTIVE GRANT PROGRAM

NORTH LIMESTONE NEIGHBORHOOD ASSOCIATION

URBAN·Collage

ACKNOWLEDGEMENTS

North Limestone Neighborhood Association

Griffin VanMeter
Marty Clifford
Angela Baldridge

North Limestone neighbor's

** This report made possible by all the overwhelming support and participation from North Limestone residents and business owners.*

Urban Collage

Stan Harvey
Louis Johnson

EcoGro

Jim Hanssen
Russ Turpin

Ridgewater

Eric Dawalt, P.E.

Lexington-Fayette Urban County Government
Chris Ford, 1st District Council Member

Water Quality Board

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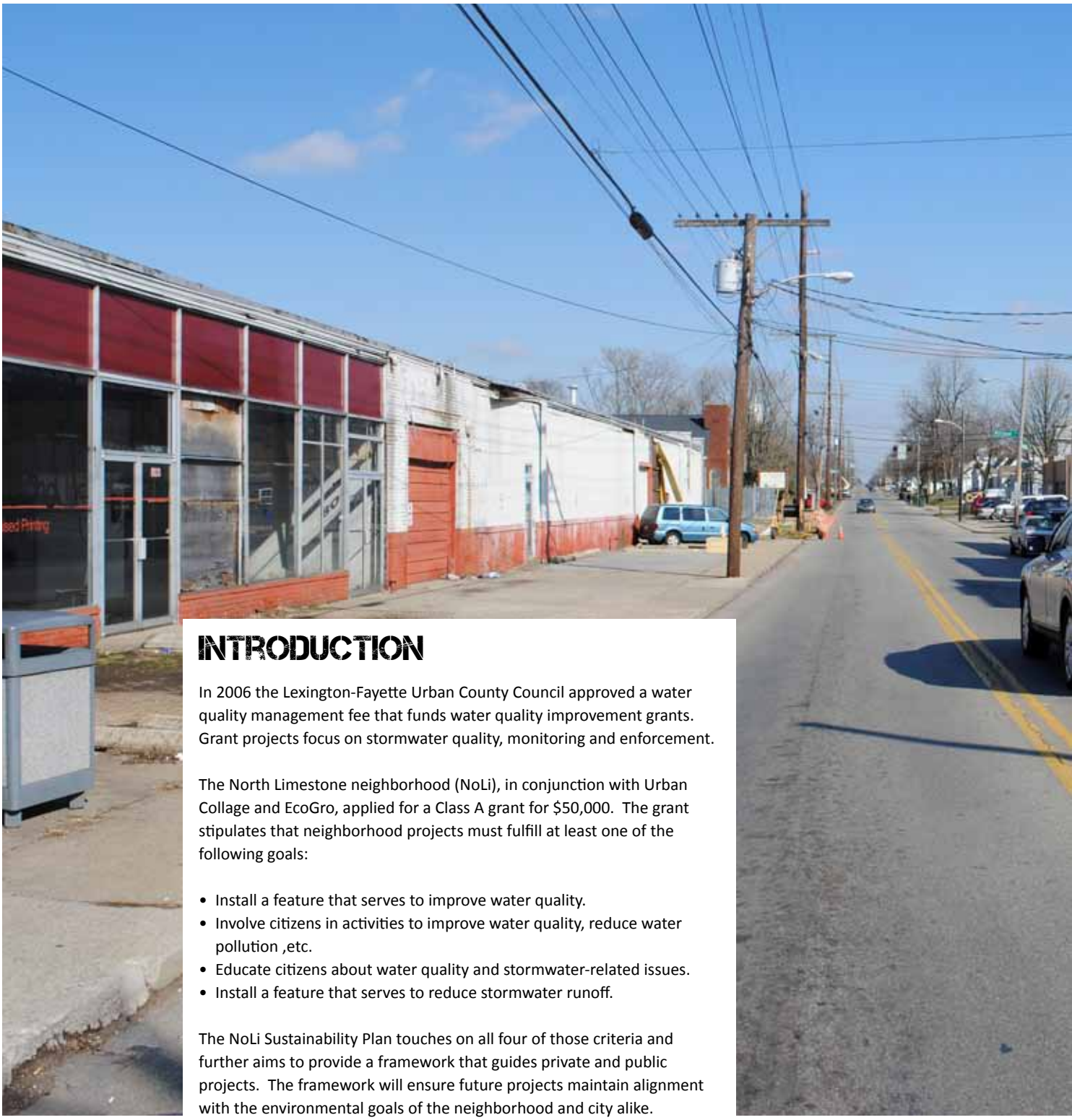
Existing Conditions

Public Education and Input

Environmental Improvement Plan

Prioritized Project List

Appendix



INTRODUCTION

In 2006 the Lexington-Fayette Urban County Council approved a water quality management fee that funds water quality improvement grants. Grant projects focus on stormwater quality, monitoring and enforcement.

The North Limestone neighborhood (NoLi), in conjunction with Urban Collage and EcoGro, applied for a Class A grant for $50,000. The grant stipulates that neighborhood projects must fulfill at least one of the following goals:

- Install a feature that serves to improve water quality.
- Involve citizens in activities to improve water quality, reduce water pollution ,etc.
- Educate citizens about water quality and stormwater-related issues.
- Install a feature that serves to reduce stormwater runoff.

The NoLi Sustainability Plan touches on all four of those criteria and further aims to provide a framework that guides private and public projects. The framework will ensure future projects maintain alignment with the environmental goals of the neighborhood and city alike.

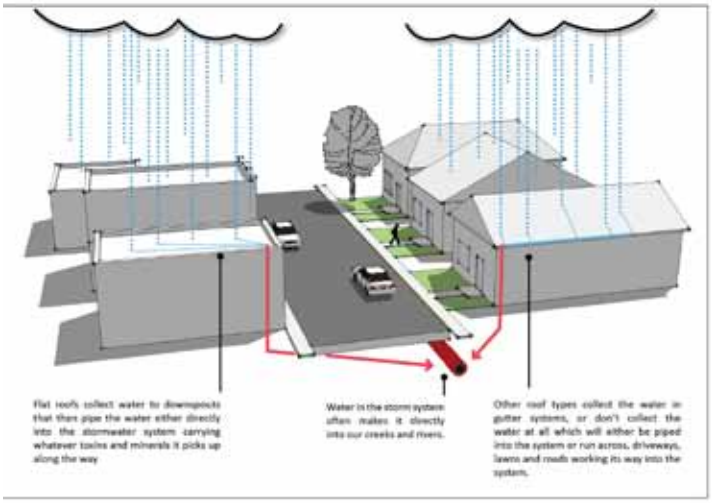


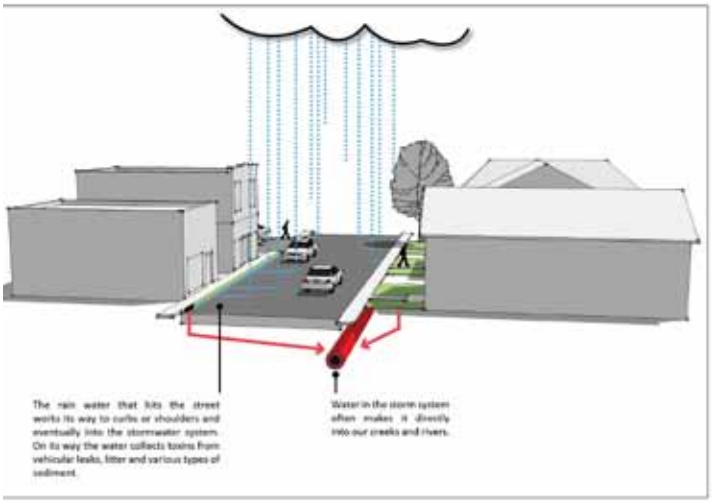
Existing North Limestone Street

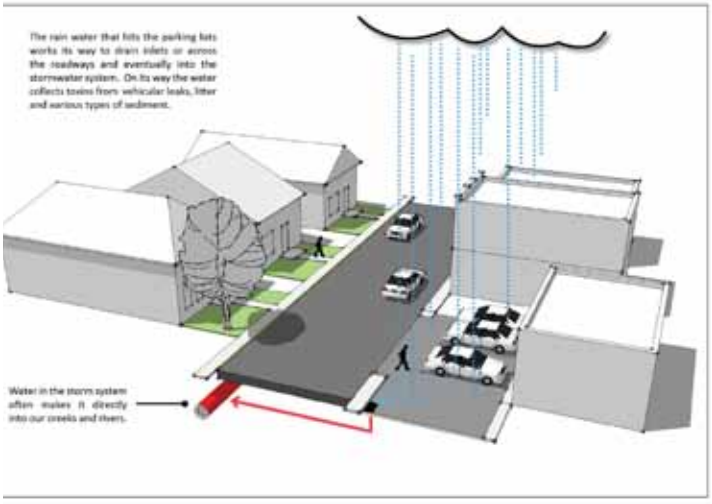
ROOF TOPS

STREETS

PARKING LOTS







STORMWATER 101

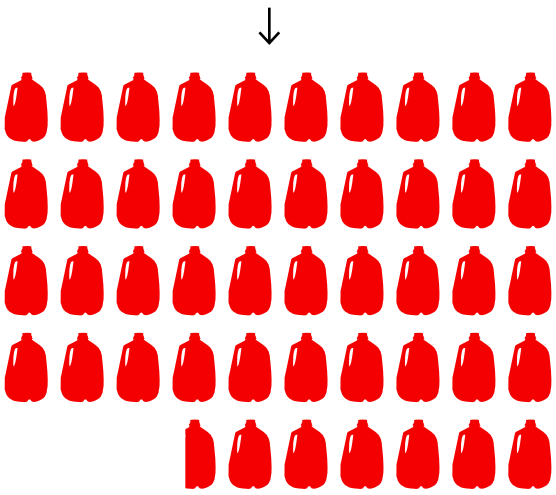
The diagrams to the left give a simple breakdown of the three main perpetrators of urban stormwater runoff: roof tops, streets and parking lots make up the overwhelming majority of impervious surfaces, (surfaces that water cannot penetrate in order to filter back down to the water table naturally). Areas with a significant amount of imperviousness tend to overload the public storm/sewer systems and can create all types of issues: flooding, pollution, stream bank degradation etc.

The diagrams were used to help educate workshop participants on what these types of surfaces are and each is followed by a sketch illustrating how water interacts with these surfaces and ends up in the sewer system, generally untreated in anyway and often times carrying the pollutants such as oils, debris that often time is collected in and around these spaces.

Imagine a small commercial building that may measure 75' long X 50' wide or 3,750 square feet. The rooftop of that building alone during a one inch rain event (a pretty tame amount of rain) would have to handle nearly 2,350 gallons of water. Keep in mind items like warehouses and super grocery stores can be as big as 150,000-200,000 square feet, each generating upwards of 75,000 gallons of water!



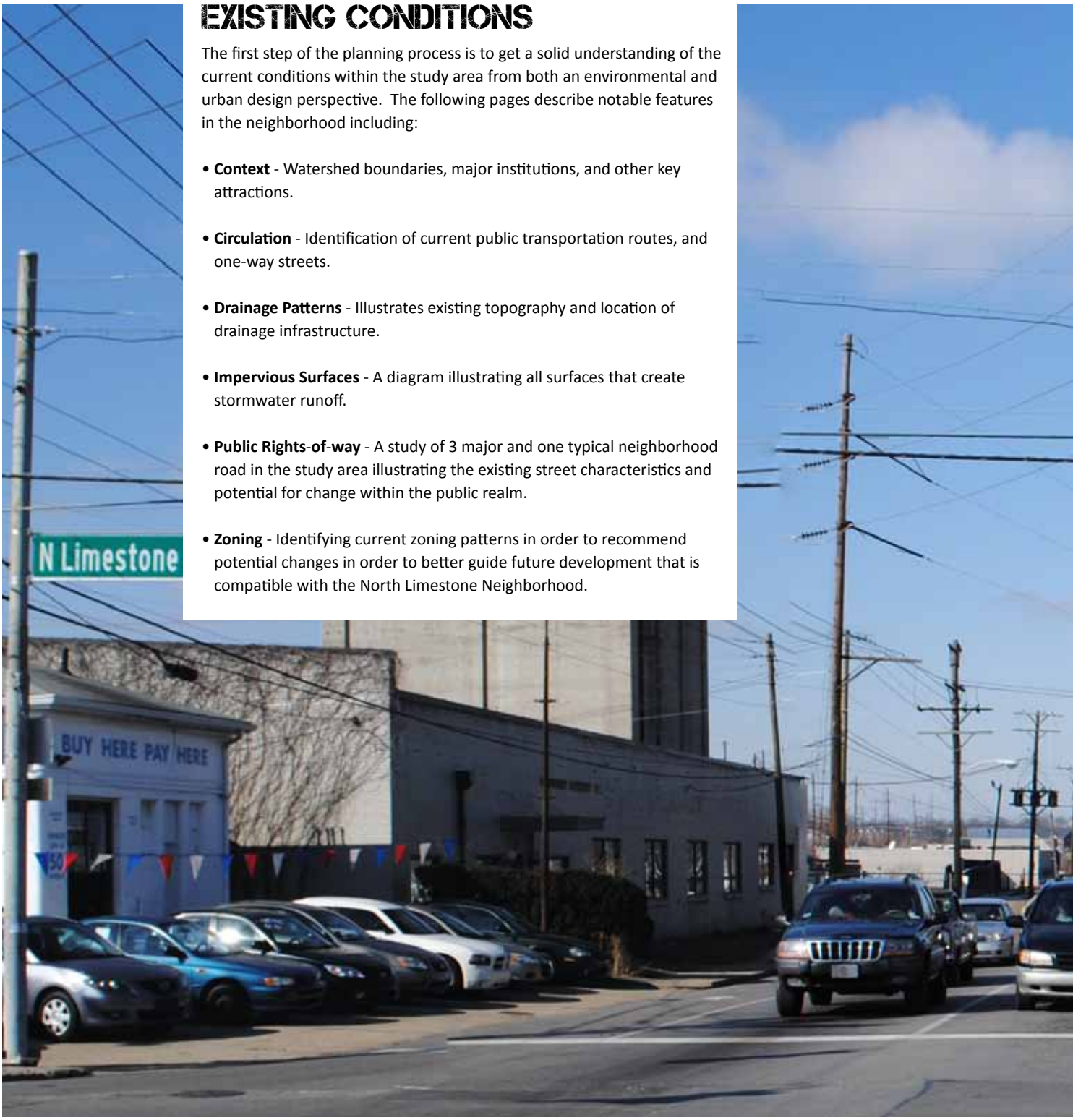
3,750 SF = 2,335 gallons of water collected in a one inch rain event



EXISTING CONDITIONS

The first step of the planning process is to get a solid understanding of the current conditions within the study area from both an environmental and urban design perspective. The following pages describe notable features in the neighborhood including:

- **Context** - Watershed boundaries, major institutions, and other key attractions.
- **Circulation** - Identification of current public transportation routes, and one-way streets.
- **Drainage Patterns** - Illustrates existing topography and location of drainage infrastructure.
- **Impervious Surfaces** - A diagram illustrating all surfaces that create stormwater runoff.
- **Public Rights-of-way** - A study of 3 major and one typical neighborhood road in the study area illustrating the existing street characteristics and potential for change within the public realm.
- **Zoning** - Identifying current zoning patterns in order to recommend potential changes in order to better guide future development that is compatible with the North Limestone Neighborhood.





Existing Loudon Avenue


LEGEND
PARKS
MAJOR PROPERTY OWNER
COMMUNITY ASSETS
MAJOR ROADWAY
WATERSHED BOUNDARY
NORTHSIDE HISTORIC DISTRICT
LEXINGTON LEGENDS
STUDY AREA
CANE RUN TRIBUTARY
NORTH BROADWAY
NORTH LIMESTONE
LOUDON AVENUE
DAKOTA STREET
FLORIDA STREET
Cane Run Watershed
Town Branch Watershed
BCTC CAMPUS
COOLAVIN PARK

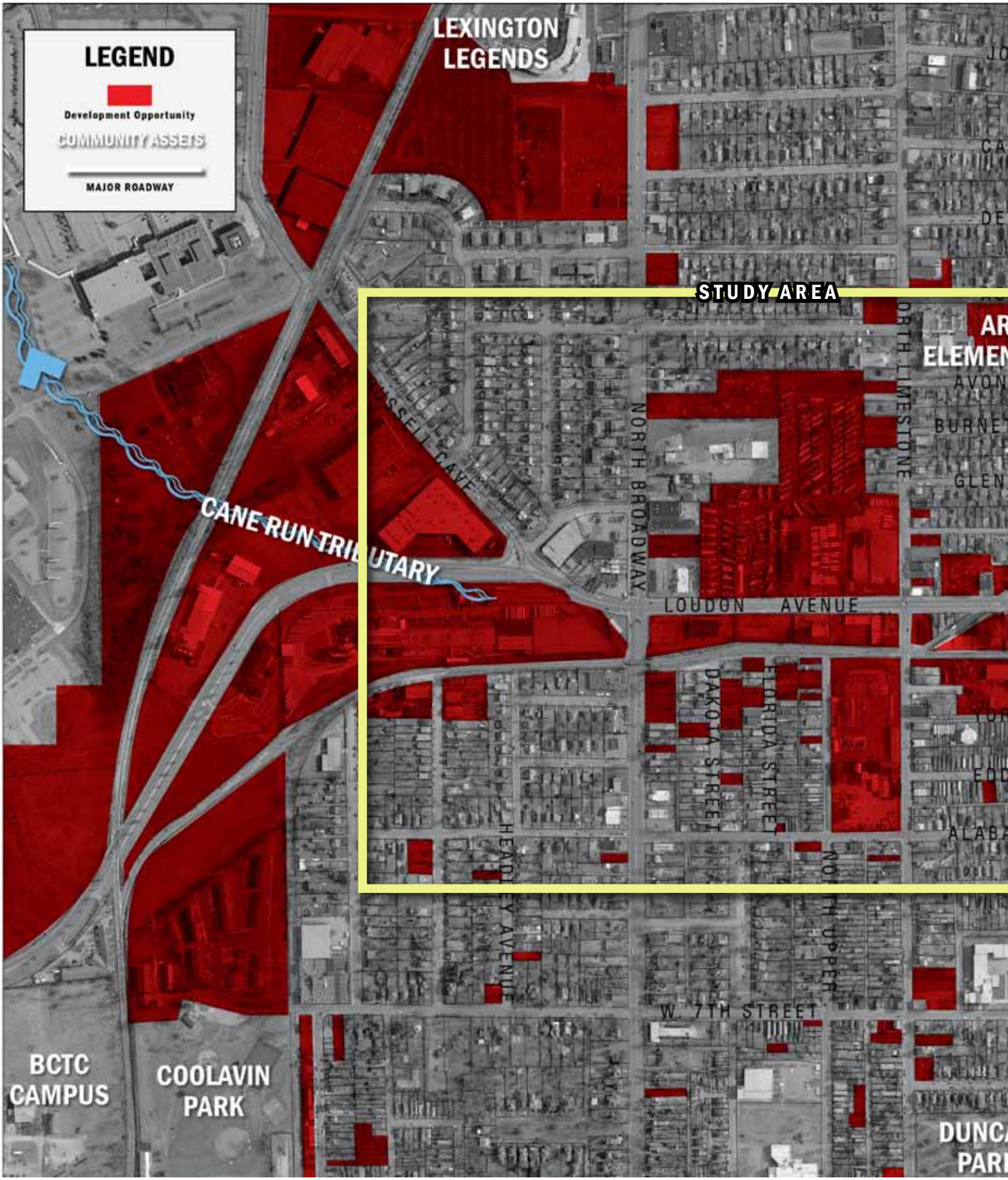


NEIGHBORHOOD CONTEXT

The NoLi study area, highlighted within the red box to the left is on the Northeast side of Downtown Lexington. The approximate center of the study area, Loudon Avenue is almost exactly 1 mile from Main Street. The neighborhood is a mix of various uses with two major focuses, single family residential and industrial. The industrial uses are focused around Loudon Avenue and west of Broadway. The single family homes include a number of historic and early-mid twentieth century homes. The single family residential often times shares boundaries with industrial uses creating conflict.

The blue dashed line indicating the Cane Run Watershed serves as a dividing point for stormwater drainage. Water that hits north of the blue line runs northeast towards Georgetown and water south runs towards Lexington's founding waterway, the Town Branch. The significance of this is noting the large swaths of pavement and warehouse rooftops. Water that falls on those surfaces works directly into a pipe and directly to natural waterways and eventually to Georgetown, KY carrying with it all the toxins and pollutants picked up here in this very location.

It should also be noted that there is a significant amount of future development opportunity here. Development opportunity defined as land that is either vacant, used as surface parking or is not being utilized as the highest and best use is seen as having the potential to change overtime. A number of projects in and around NoLi have already begun to take place making it all the more important to capitalize on this effort to ensure new development is guided in an environmentally sustainable way and with sound urban design principles.


LEGEND
Development Opportunity
COMMUNITY ASSETS
MAJOR ROADWAY
LEXINGTON LEGENDS
STUDY AREA
CANE RUN TRIBUTARY
NORTH BROADWAY
LOUDON AVENUE
DAKOTA STREET
FLORIDA STREET
W 7TH STREET
BCTC CAMPUS
COOLAVIN PARK

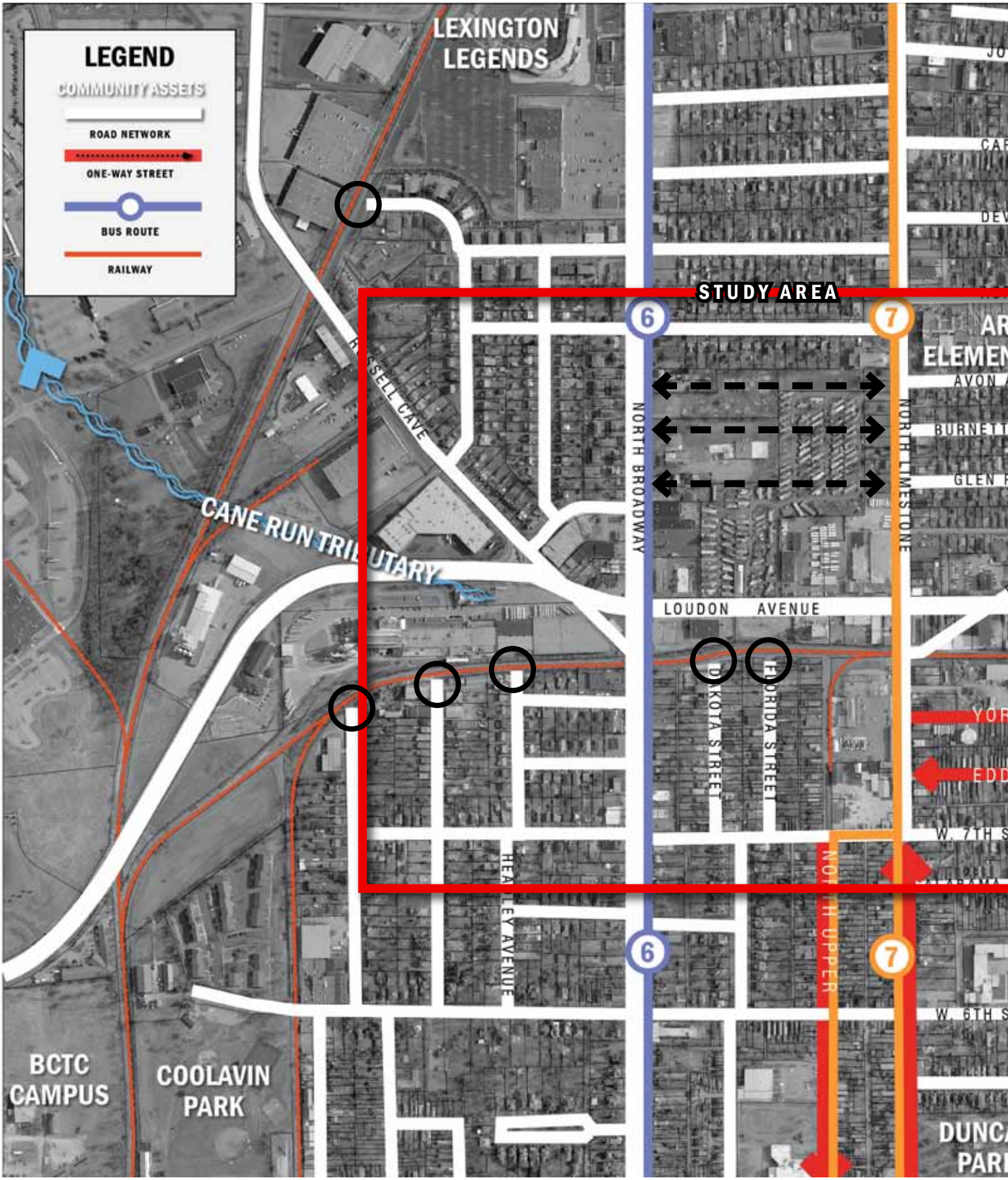


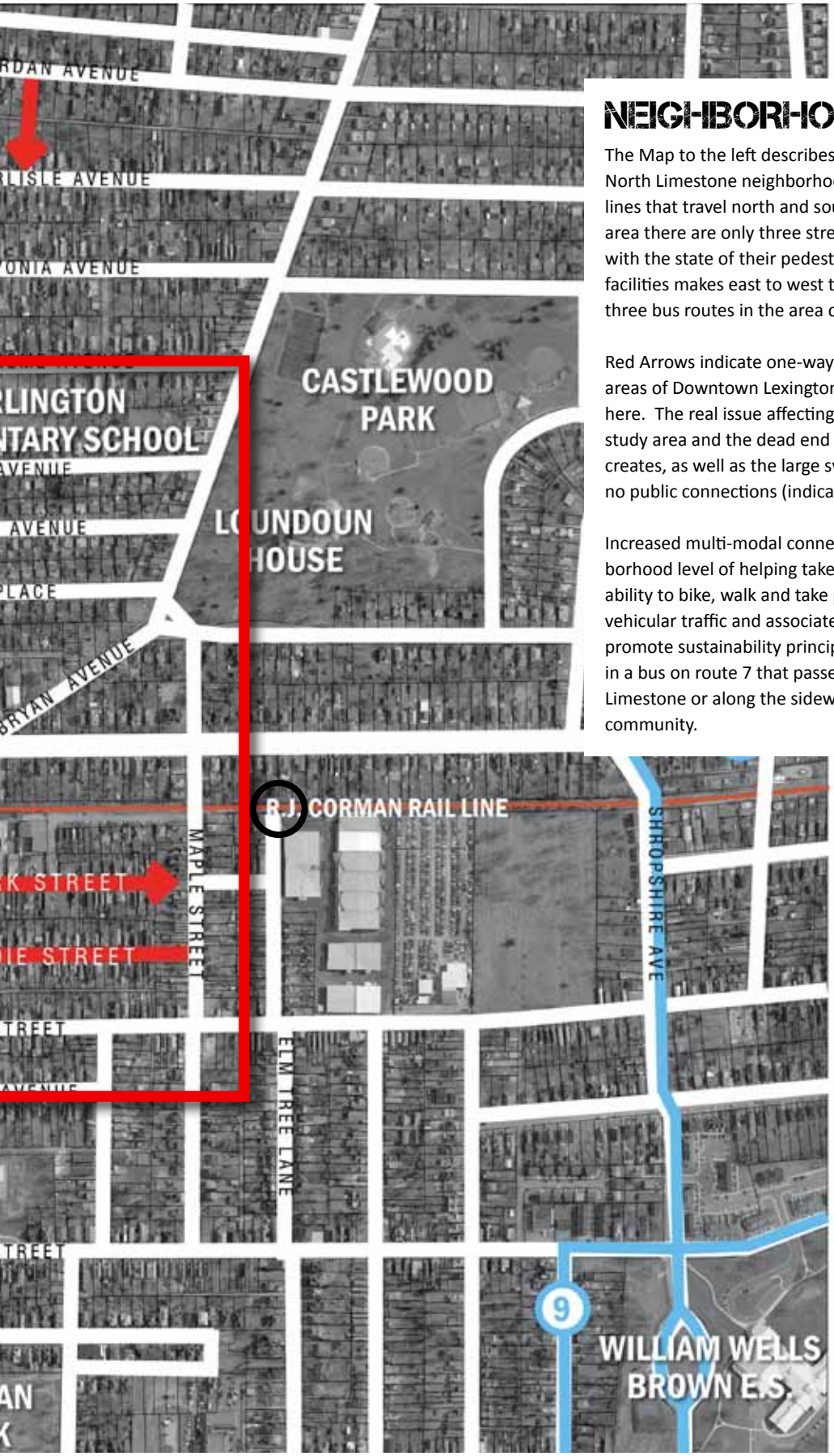
OPPORTUNITY FOR CHANGE

The North Limestone neighborhood is already undergoing a transformation as public and private investment is starting to take place. The Arlington Elementary School underwent recent renovations in 2008-09, a number of businesses have taken over once vacant properties, specifically near the North Limestone and Loudon Avenue intersection. It is important to identify this pattern of change in the hopes of capturing the forward momentum and be prepared for future development in the surrounding areas. While a significant effort has already taken place as you can see on the map to the left a wide range of properties can be identified as development opportunities. While somewhat subjective, the properties highlighted share common factors, vacancy, large surface parking lots and large industrial properties that are not operating at their once maximum potential.

These properties are all seen as the most likely to change in the near future and are important pieces to the North Limestone neighborhood puzzle. Identifying potential change and planning for a consensual vision is a keystone of creating a vibrant urban neighborhood that provides a high quality of life for its residents and neighbors.

There is also significant opportunity to incorporate stormwater infrastructure when these properties are redeveloped which would play a large role in improving the overall water quality in the Cane Run Watershed.


LEGEND
COMMUNITY ASSETS
ROAD NETWORK
ONE-WAY STREET
BUS ROUTE
RAILWAY
LEXINGTON LEGENDS
STUDY AREA
6
7
NORTH BROADWAY
NORTH LIMESTONE
LOUDON AVENUE
DAKOTA STREET
FLORIDA STREET
HEALEY AVENUE
BCTC CAMPUS
COOLAVIN PARK
CANE RUN TRIBUTARY

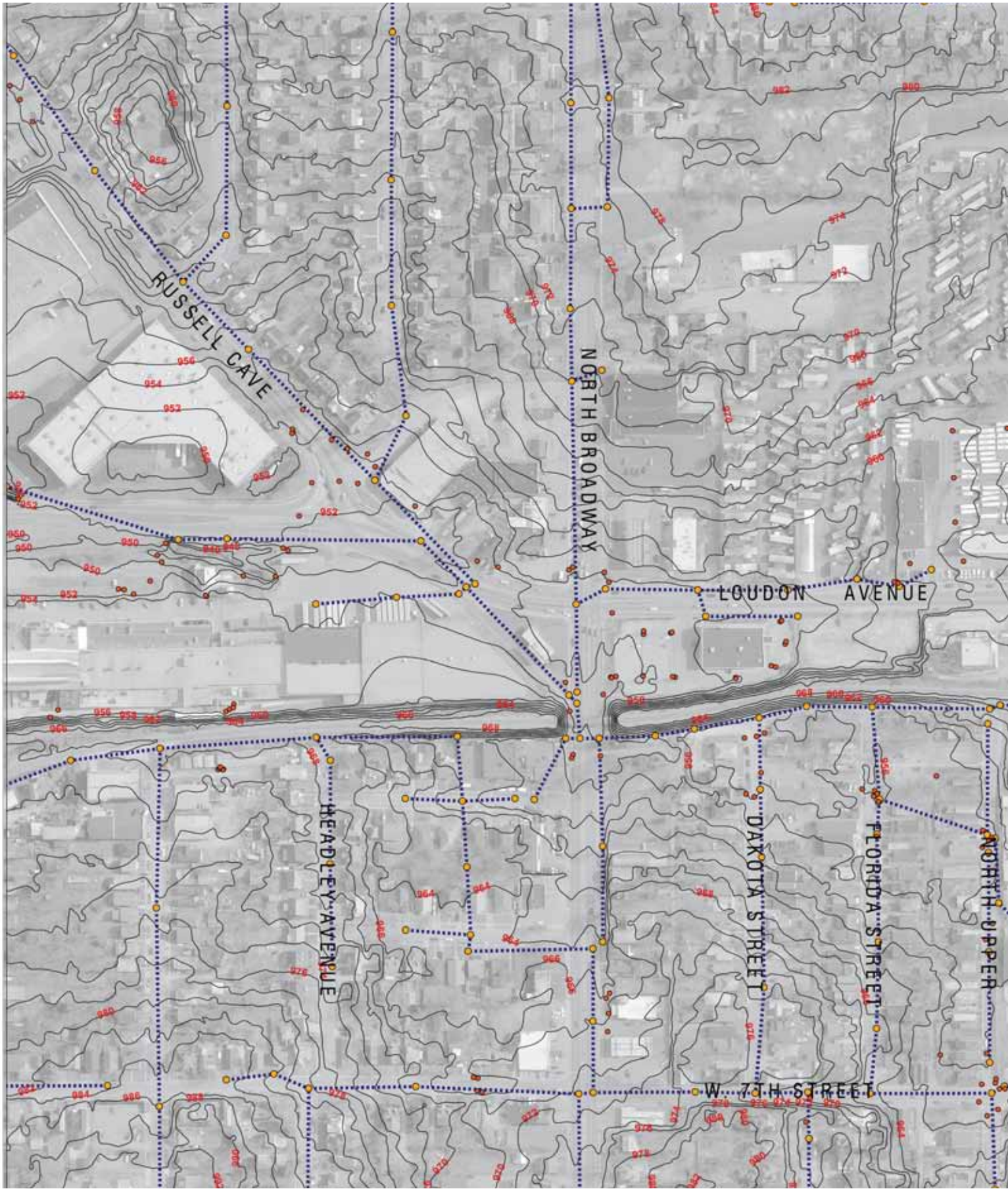


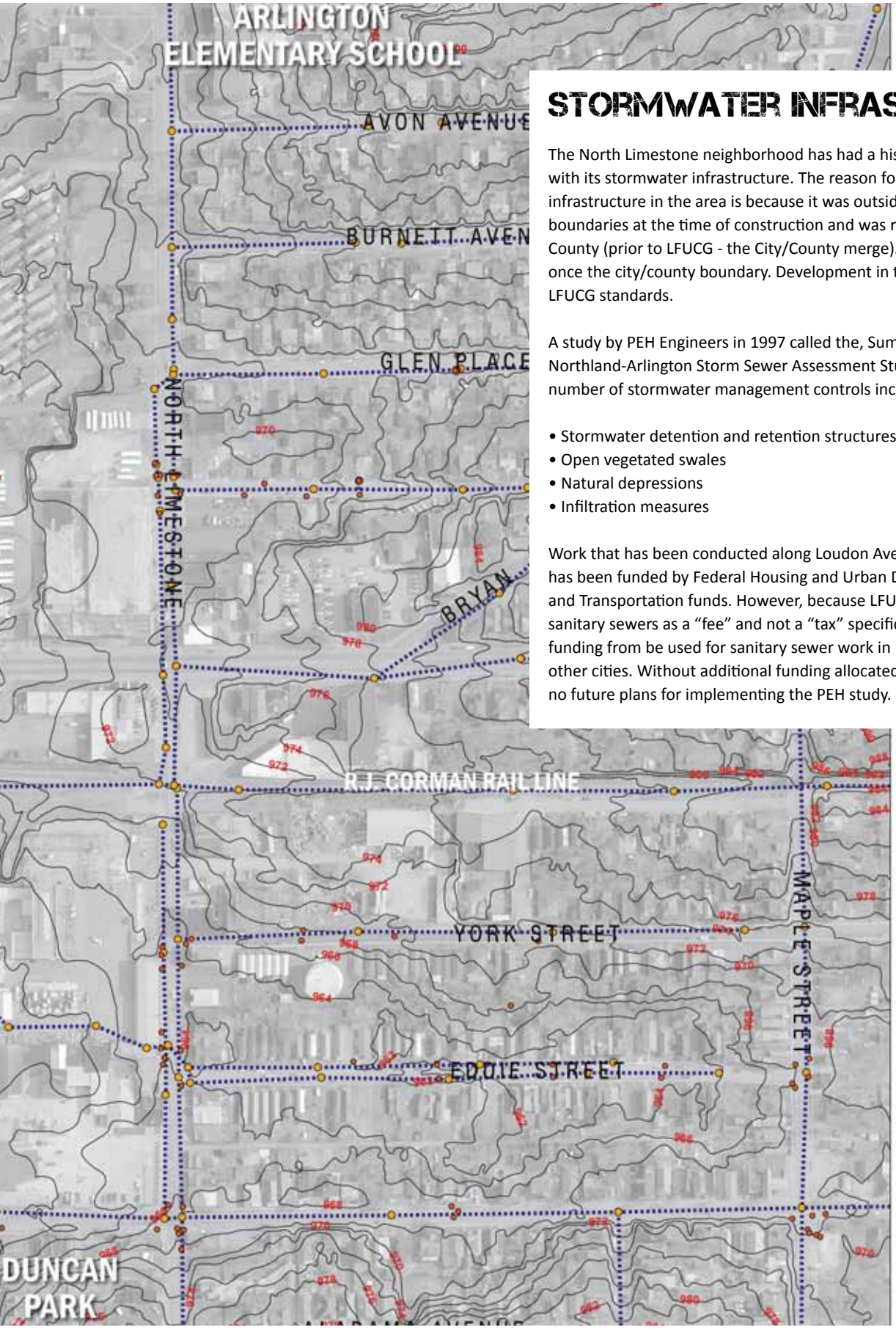
NEIGHBORHOOD CIRCULATION

The Map to the left describes the current state of transportation in the North Limestone neighborhood. Note the two bus routes for the 6 and 7 lines that travel north and south within the study area. Within the study area there are only three streets that physically connect those lines, and with the state of their pedestrian facilities in disrepair, and lack of bicycle facilities makes east to west travel inconsistent and difficult. None of the three bus routes in the area cross paths.

Red Arrows indicate one-way street directions, which unlike many other areas of Downtown Lexington aren't creating much of a circulation issue here. The real issue affecting connectivity is the railroad that bisects the study area and the dead end streets (indicated by the black circles) that creates, as well as the large swaths of single owner property that provide no public connections (indicated by the dashed black arrows).

Increased multi-modal connectivity plays a vital role, especially at a neighborhood level of helping take cars off the roads and increasing residents ability to bike, walk and take public transportation all of which lessen vehicular traffic and associated pollutants. It may also be possible to promote sustainability principles with informational panels, for instance in a bus on route 7 that passengers can read as they ride along North Limestone or along the sidewalk that walkers can see as they travel their community.


RUSSELL CAVE
NORTH BROADWAY
LOUDON AVENUE
HEADLEY AVENUE
DAKOTA STREET
FLORIDA STREET
NORTH UPPER
W 7TH STREET



STORMWATER INFRASTRUCTURE

The North Limestone neighborhood has had a history of problems with its stormwater infrastructure. The reason for a lack of adequate infrastructure in the area is because it was outside of the City of Lexington boundaries at the time of construction and was regulated by Fayette County (prior to LFUCG - the City/County merge). Loudon Avenue was once the city/county boundary. Development in this area does not meet LFUCG standards.

A study by PEH Engineers in 1997 called the, Summary of Meadows-Northland-Arlington Storm Sewer Assessment Study recommended a number of stormwater management controls including:

- Stormwater detention and retention structures (including wet ponds)
- Open vegetated swales
- Natural depressions
- Infiltration measures

Work that has been conducted along Loudon Avenue over recent years has been funded by Federal Housing and Urban Development (HUD) and Transportation funds. However, because LFUCG collects funding for sanitary sewers as a “fee” and not a “tax” specific rules prohibit HUD funding from be used for sanitary sewer work in Lexington – as it is in other cities. Without additional funding allocated to the project, there are no future plans for implementing the PEH study.


LEGEND
Impervious Surface
137 Acres of
Impervious area
RUSSELL CAVE
NORTH BROADWAY
LOUDON AVENUE
HEADLEY AVENUE
DAKOTA STREET
FLORIDA STREET
NORTH UPPER
W. 7TH STREET



IMPERVIOUS SURFACES

As illustrated on the dramatic map to the left, the impervious surfaces in the North Limestone neighborhood make up 137 total acres of area. Referencing Stormwater 101 in the previous pages tells us that in a one inch storm event the neighborhood as illustrated would collect nearly 3,700,000 gallons of water, nearly all of which would be forced into the stormwater infrastructure.

These numbers are not astoundingly different from other urban areas, but are a commonly over looked environmental issue. Helping alleviate some of the pressure on the overextended stormwater infrastructure is one of the many aspects of the NoLi Sustainability Plan. Design interventions such as green roof's, rain gardens, rain barrel's and bioswales amongst a number of other sustainable technologies will make it possible to take pressures off the system and help improve the water quality throughout the watershed, not to mention help flooding, urban heat island effect, and make the neighborhood a more pleasant and comfortable place to be.

N. LIMESTONE





LOUDON AVENUE





N. BROADWAY





BRYAN AVENUE





Measurements approximate, based on GIS data









PUBLIC RIGHTS-OF-WAY

The public right-of-way study analyzes 3 major corridors and one typical neighborhood roadway in NoLi. The studies of illustrated to the left show North Limestone Street, Loudon Avenue, North Broadway, and Bryan Avenue. Each street has a number of similarities including:

- With the exception of a 3' planting strip along North Broadway, none of the corridors maintain separation between pedestrian and vehicular traffic with any consistency. Often times the sidewalk abuts the roadway.

- None of the streets as any form of tree planting, which is important on a number of levels. Trees can handle a significant amount of water within their planting structure lessening pressures on the infrastructure. Trees also play a vital role in lessening urban heat island effect, make pedestrian environments much more tolerable and inviting and would add to the overall character of the neighborhood.

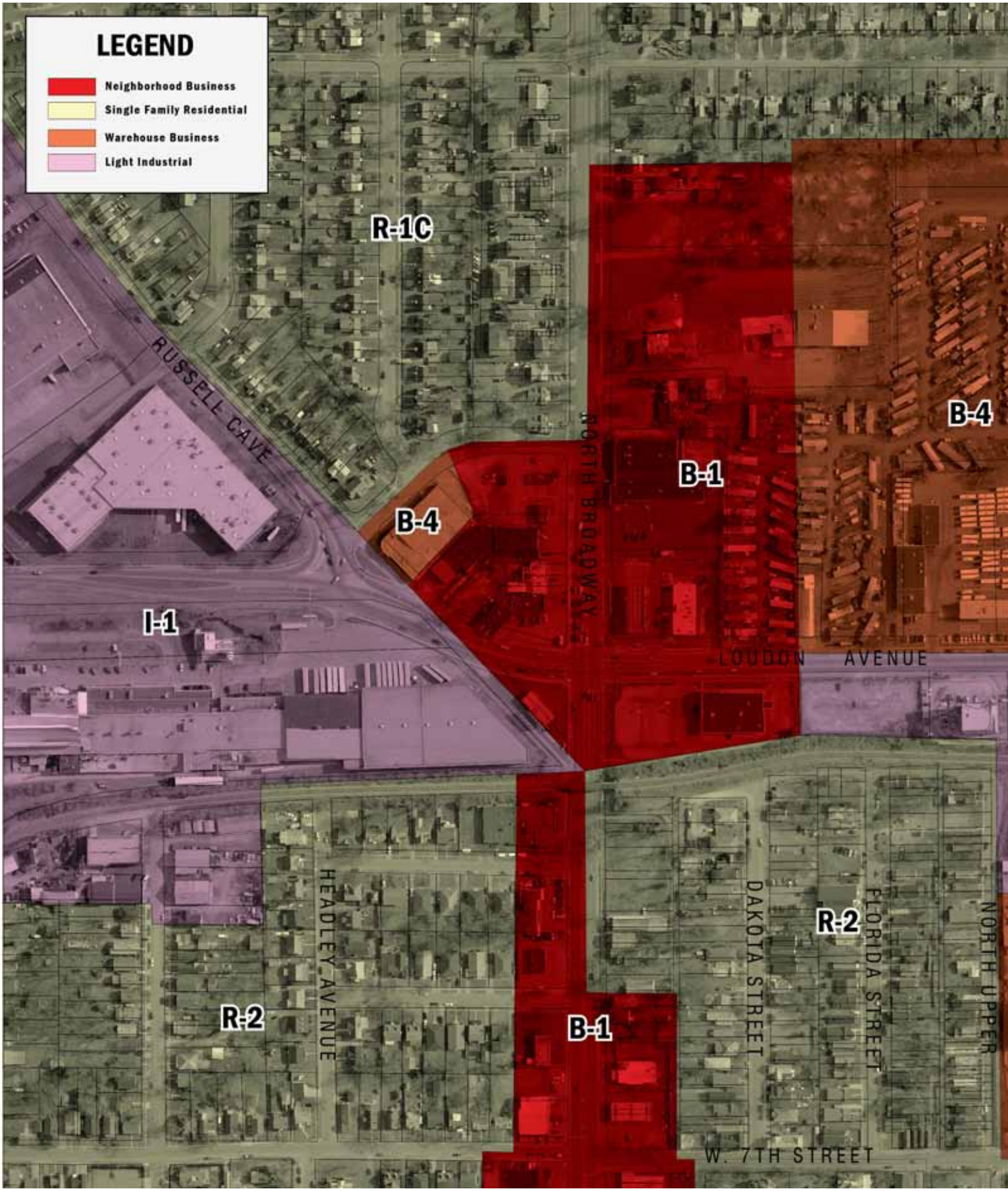
- There is minimal consistency with how parking is handled along the corridors, North Limestone has one lane of parallel parking that is marked, and Loudon has an inconsistent mix of parallel and head first parking.

- In all cases the right-of-way dimension would allow the implementation of more significant pedestrian facilities, potentially including bioswales, street trees, bicycle facilities, wider sidewalks that are separated from the streets and formalized on-street parking.

Other more site specific notes include:

- Conversations with property owners could aid in the further expansion of the public right-of-way adding to the street character and enhancing the pedestrian environment.

- North Broadway has the potential for off-street shared use paths that would allow bicycle and pedestrian linkages.


LEGEND
Neighborhood Business
Single Family Residential
Warehouse Business
Light Industrial
R-1C
RUSSELL CAVE
B-4
B-1
NORTH BROADWAY
B-4
I-1
LOUDON AVENUE
HEADLEY AVENUE
R-2
B-1
DAKOTA STREET
R-2
FLORIDA STREET
NORTH UPPER
W. 7TH STREET



EXISTING ZONING

The Existing Zoning map indicates an overall pattern or majority single family residential uses with neighborhood business zones along major roads and located at major intersections with sporadic industrial and warehouse uses spread throughout the neighborhood. Specific zoning categories such as I-1, Light Industrial and B-4, Warehouse Business allow large swaths of pavement and massive amounts of roof tops that lead not only to blank streetscapes that do not relate to the tightly knit community around, but also lead to enormous amounts of impervious surfaces that put major stress on the areas stormwater/ sanitary infrastructure.

Identifying where zoning changes should be made and design/ sustainability guidelines should be implemented will be an important next step for the North Limestone Neighborhood ensuring current investment and positive momentum continues and the quality of life in this community is constantly on the up-tick.

PUBLIC EDUCATION/VISIONING

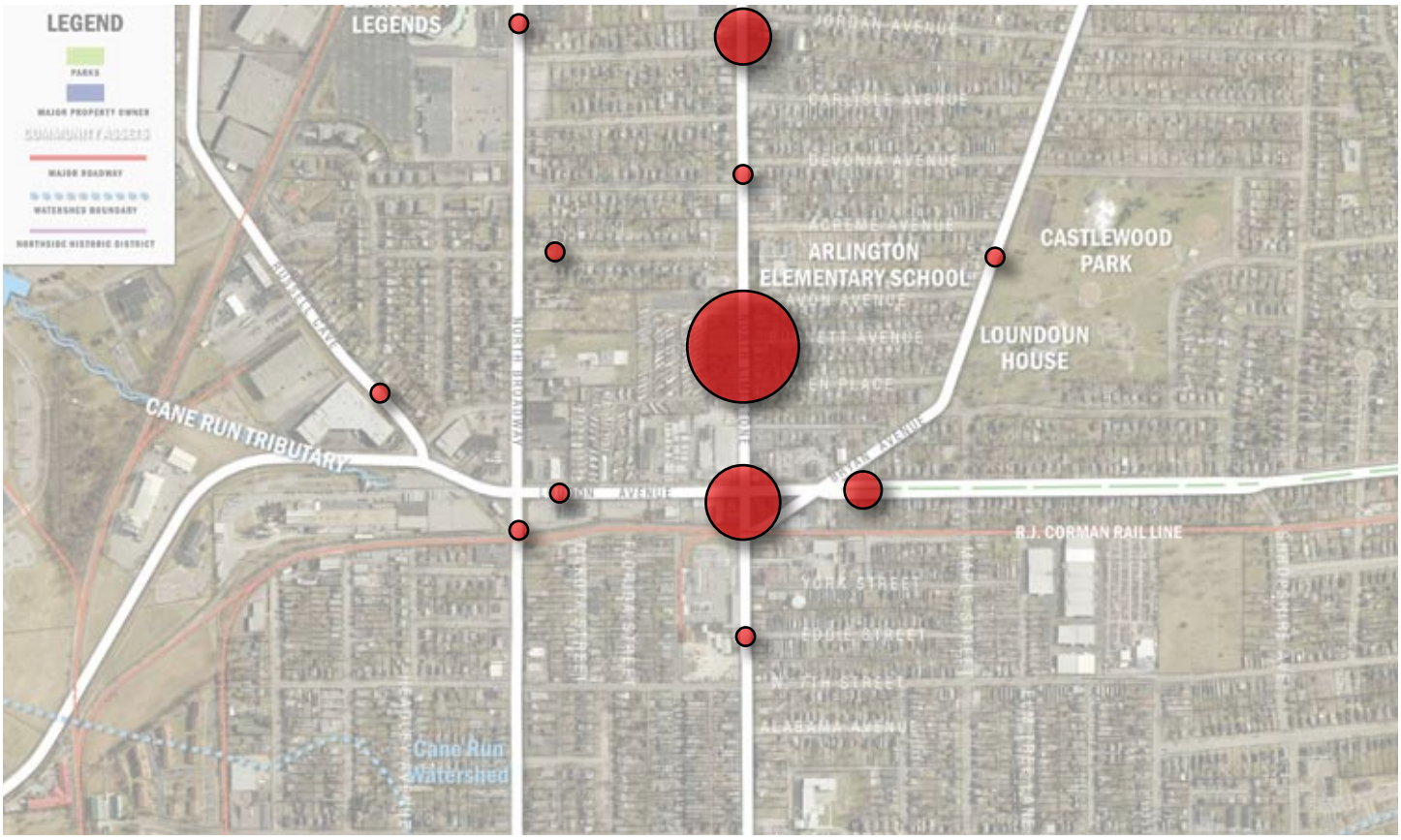
As stated in the beginning of this report, the Water Quality Improvement Grant requests that the process involve citizens in activities to improve water quality reduce water pollution and that the team also educates citizens about water quality and stormwater-related issues. The NoLi Sustainability Planning Process includes a number of opportunities for public involvement and focuses on public education. The Process meetings include:

- Intro to existing conditions/input and rain barrel education/giveaway
- Public right-of-way visioning workshop
- Stormwater education workshop, community marketing campaign
- Gardening workshop, Rain Garden Seminar
- Up to 10 Site Assessment Studies for private property owners
- Community best management practices (BMP) tour

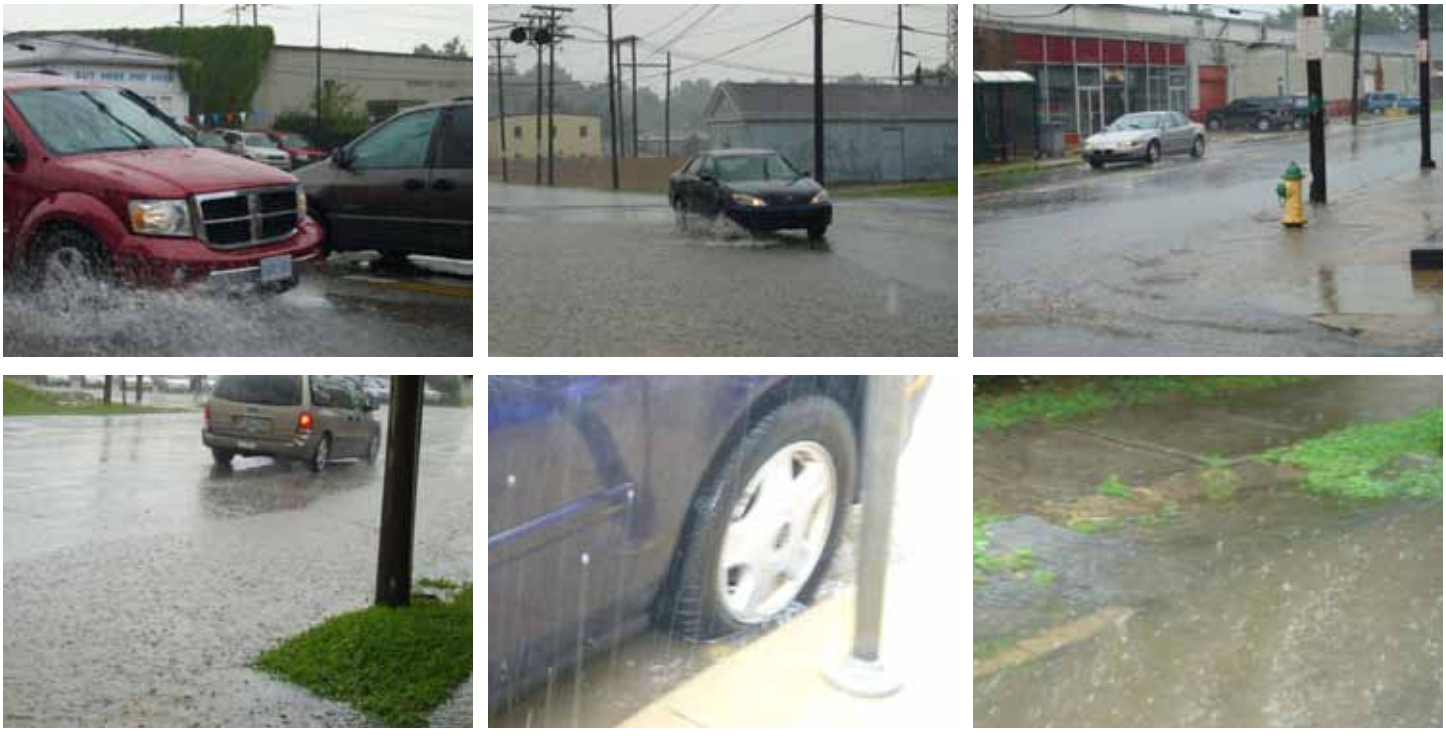




Workshop Participants Hard at Work



Water Quality Issues Identified by Particiapnts



NoLi During a Rain Event



Introduction to Existing Conditions

WATER QUALITY PUBLIC INPUT

The first neighborhood meeting allowed public residents to see the existing conditions maps, get a brief introduction to stormwater management issues (stormwater 101) and allowed participants to identify problem areas.

The map on the top left indicates where those areas are located within the neighborhood. Red circles correspond by size to amount of comments about that specific area (bigger = more people identified that as a problem area). The major themes of the discussions indicate that the major issues lie along North Limestone and Loudon Avenue, while others exist on neighborhood roads these are the two with the most problems, (see pictures to the left). It was also noted that pedestrian facilities throughout the neighborhood are lacking and in many cases non-existent. Bicycle facilities are also non-existent. By not having adequate pedestrian and bicycle facilities vehicular traffic is in advertently promoted leading to more non-point source pollution, traffic and a lower quality public realm.

During this meeting participants were also taught about rain barrel use and maintenance and allowed to sign up for one.

RIGHT-OF-WAY VISIONING

During the second workshop the groups of participants were given blank street sections and a series of "street section puzzle pieces." The puzzle pieces give residents options like sidewalks, on-street parking, planting areas etc. all dimensioned so they can simply slide the blocks around and see what potential the streets may have. The rights-of-way being used in the workshop were North Limestone, Loudon Ave and North Broadway.

The participants were divided into different groups and had very similar results.

North Limestone - Maintain on-street parking near commercial properties, but allow **bioswales and planting areas to alternate with parking spaces.** Improved lighting and pedestrian facilities were also a theme.

Loudon Avenue - Reformat the expanse of pavement to include expanded **pedestrian and bicycle facilities, bioswale infrastructure, and if feasible a planted median and improved lighting.**

North Broadway - Utilize the left over right-of-way along the road edges for **multi-use pathways for bicycles and pedestrians, improve planted landscape** and if possible a planted median were allowable.





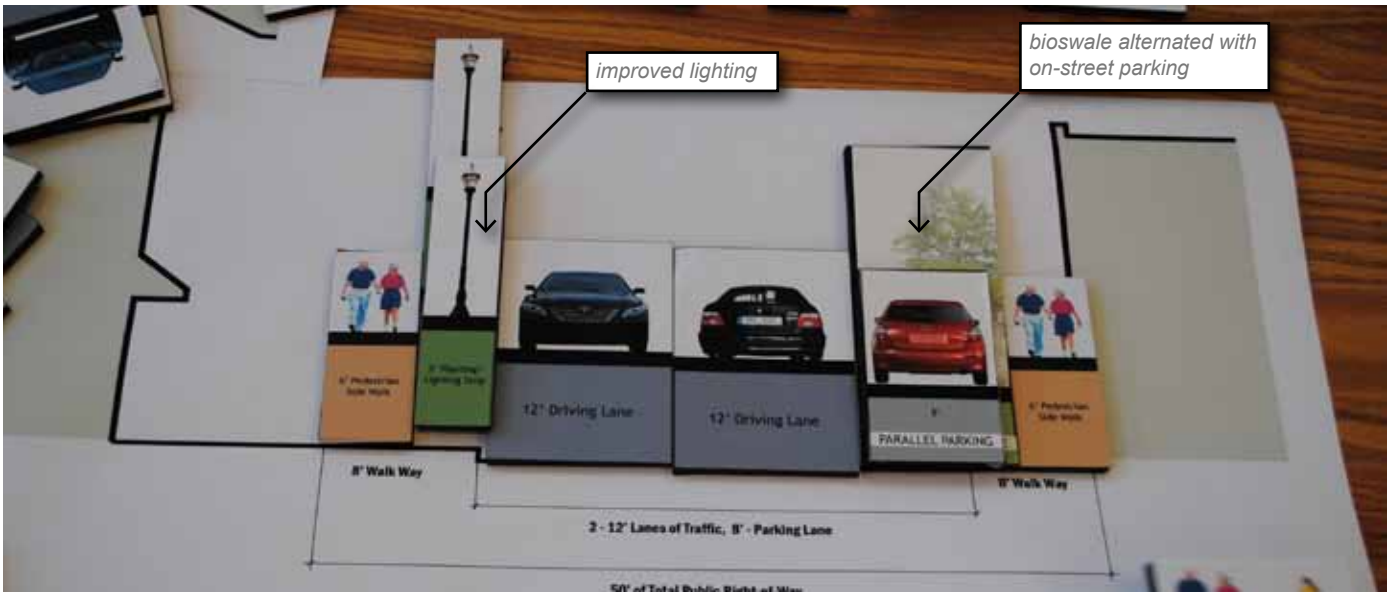








Participants visualize a sustainable future



North Limestone



Loudon Avenue



North Broadway

EDUCATION & INSTALLATION

As a part of the public education and outreach portion of the water quality improvement grant, EcoGro and Bluegrass PRIDE led hands on workshops on rain garden and rain barrel installations. The rain garden workshop was held on May 19, 2012 during which participants learned from professional engineers the details of constructing a rain garden. The instruction included details on depth and soil make up, proper plant varieties and how to plant them. The rain garden is located along North Limestone between 8th and 9th Streets. Through out the project process the Neighborhood has also given out 20 rain barrels to private property owners and has a wait list for more.

The Neighborhood Association also hosted an educational tour of all of the installation projects and site assessment projects in order to further convey all of the potential BMP work that has and could take place in the short term. (Site assessment projects detailed in the following section of the report.)











YOU'RE INVITED TO

A NLI NEIGHBORHOOD ENVIRONMENTAL TOUR

AUGUST 11

804 N. Limestone
MEET AT BULLHORN AT 10 AM
FOR MORE INFO
Contact Angela at 859-258-2244

Refreshments Provided





ENVIRONMENTAL IMPROVEMENT PLAN

As stated in the beginning of this report, the Water Quality Improvement Grant requests that the process involve citizens in activities to improve water quality reduce water pollution and that the team also educates citizens about water quality and stormwater-related issues. The NoLi Sustainability Planning Process includes a number of opportunities for public involvement and focuses on public education. The Process meetings include:

- Intro to existing conditions/input and rain barrel education/giveaway
- Public right-of-way visioning workshop
- Stormwater education workshop, community marketing campaign
- Gardening workshop, Rain Garden Seminar
- Up to 10 Site Assessment Studies for private property owners
- Community best management practices (BMP) tour



North Limestone Neighborhood


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P-1
P-2
P-3

SUSTAINABILITY PLAN

PRIVATE PROJECTS

① Embrace Church - 1003, 1015 & 1021 North Limestone

② Bullhorn Marketing, LLC. - 800 & 806 North Limestone

③ Greyhound Building (Lextran) - 101 West Loudon Avenue

④ Marty Clifford Properties - 103 & 107 Luigart Court,
760, 758,754,746 North Limestone,
104 – 114 York Street

⑤ Loudoun House - 201 Castlewood Drive

⑥ Hook It Up, LLC. - 700 Donley

⑦ Chad Needham Properties - 565, 567, 568, 569, 573 North Limestone
104, 106 West Sixth Street

⑧ Broken Fork Design Properties - 509, 545,549,555,557 North Limestone

PUBLIC PROJECTS

P-1

North Limestone Streetscape Improvements - 7th - 12th Streets

P-2

Loundon Avenue Streetscape Improvements - Bryan Avenue - Russell Cave Road

P-3

North Broadway Streetscape Improvements - RJ Corman Rail Line - 12th Street

ZONING RECOMMENDATIONS

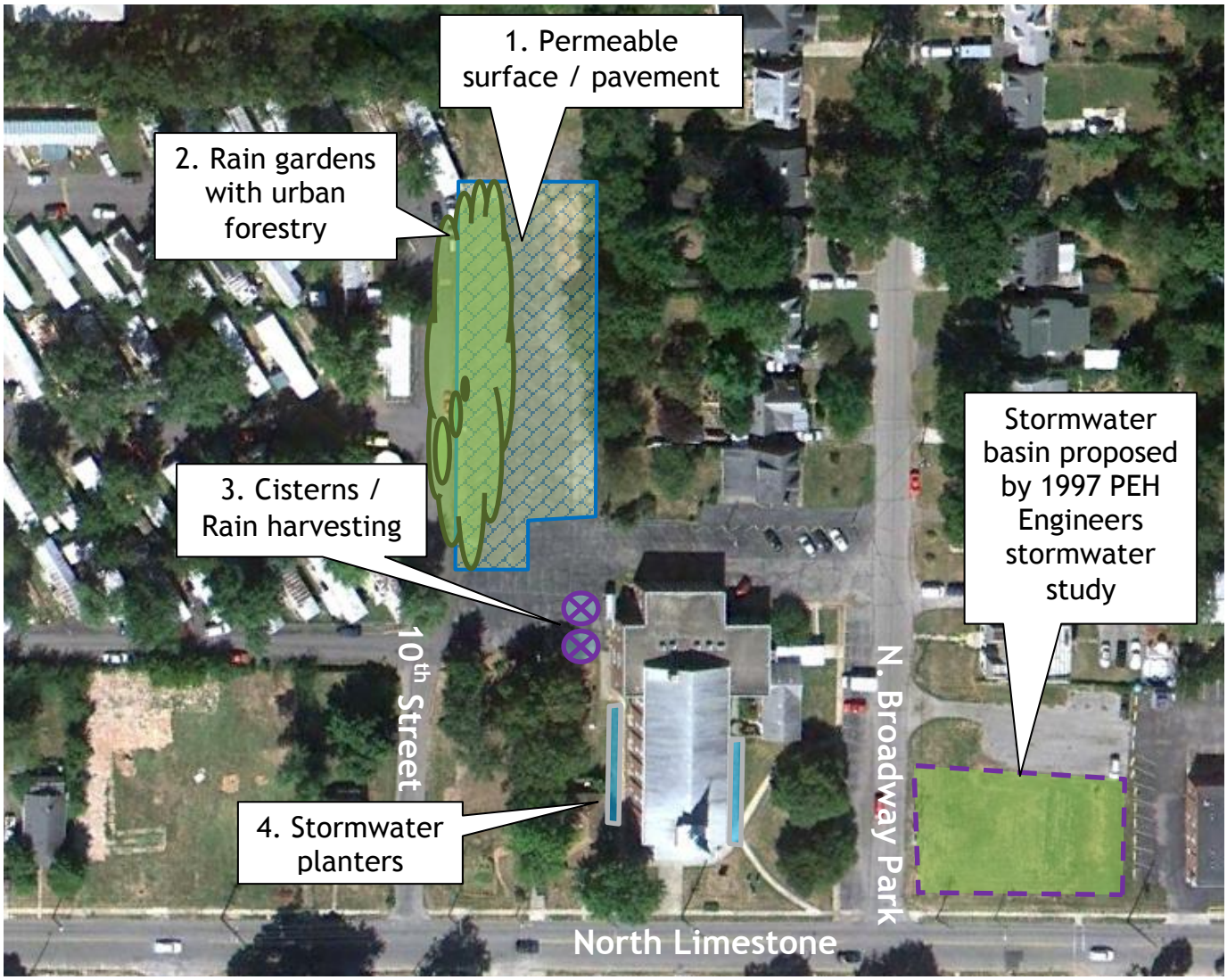
1 - EMBRACE CHURCH

Embrace Church, owns and operates the property previously known as La Roca Church. The church is at 1015 North Limestone, with an auxiliary parking lot at 1021 and a parsonage residence at 1003 North Limestone. The main church was constructed in 1949, at a time when little investments were made in stormwater infrastructure. There are two storm drain inlets along Broadway Park, but no inlets along North Limestone adjacent to the property. Since the building was constructed, surrounding road surfaces had been paved numerous times. As a result, the road surface of N. Broadway Park is elevated above the grade of the church property and standing water on the sidewalks leading to the main entrance is an ongoing concern. The most significant stormwater pollutants include oils, grease, salts and debris from the road and parking lots. Devising a system that can filter out these pollutants and allow water to drain away from walkways would resolve multiple issues.

Proposed Best Management Practices (BMPs)
Based on the site assessment, impervious areas, associated water quality volumes, potential opportunities or restrictions and potential pollutant types, the following BMPs are being recommended:

1. Permeable surface/pavement (parking lot draining to trailer park)
2. Urban forestry (trees to shade and cover parking area)
3. Cistern / Rain harvesting (storage for use in adjoining community gardens or potential non-potable uses in the building)
4. Stormwater planters (planters with ornamental plants below downspouts)
5. Stormwater basin (proposed in the 1997 PEH Engineering study) at the intersection of North Broadway Park and North Limestone.

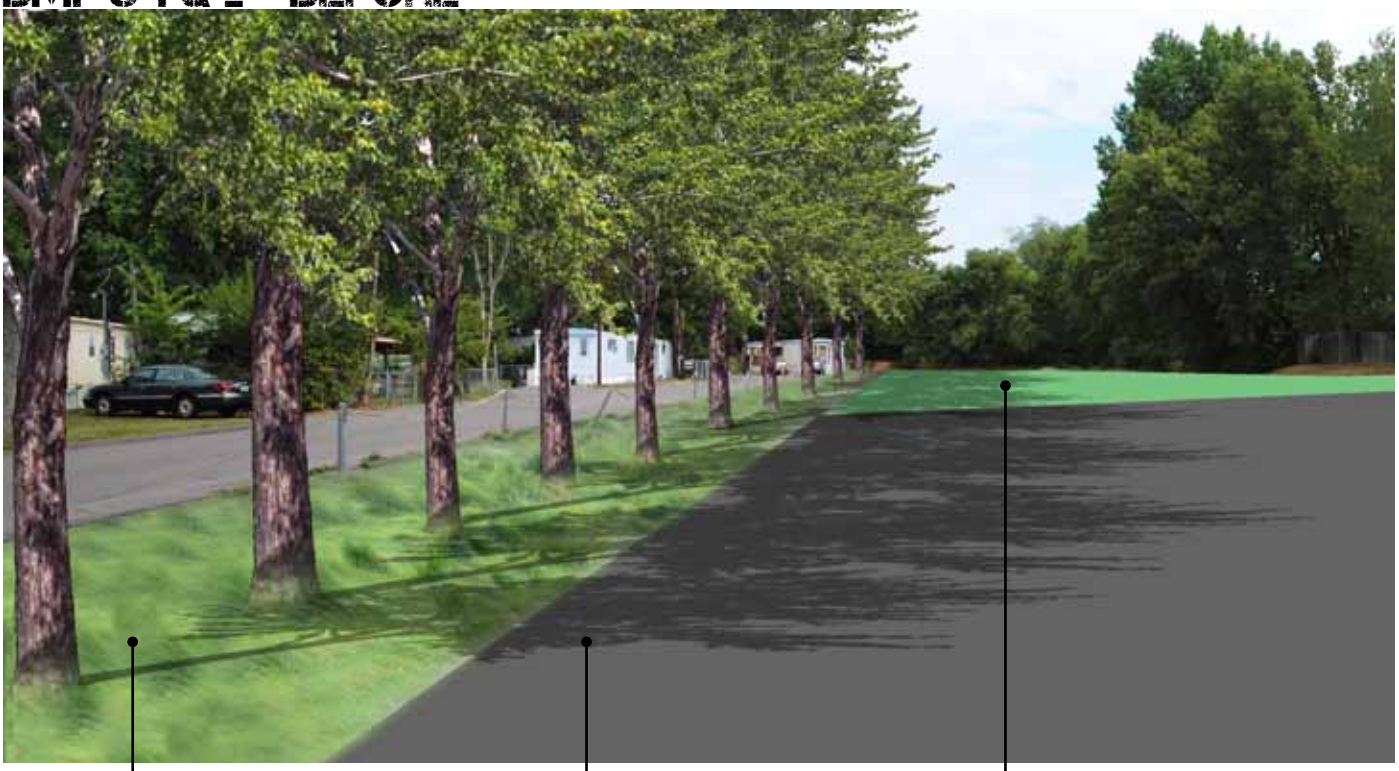
Estimated Gallons Captured Annually - 90% - 840,810 gal.
Estimated BMP Implementation Cost - $347,820 - $0.41 p/g



BMP'S 1 & 2 - BEFORE



BMP'S 1 & 2 - BEFORE



urban forestry - 8-10' wide planted buffer that includes native grasses and large shade trees.

pervious paving - pervious asphalt used on overflow portion of church parking lot.

pervious surface - pervious surface, grass overflow parking lot.

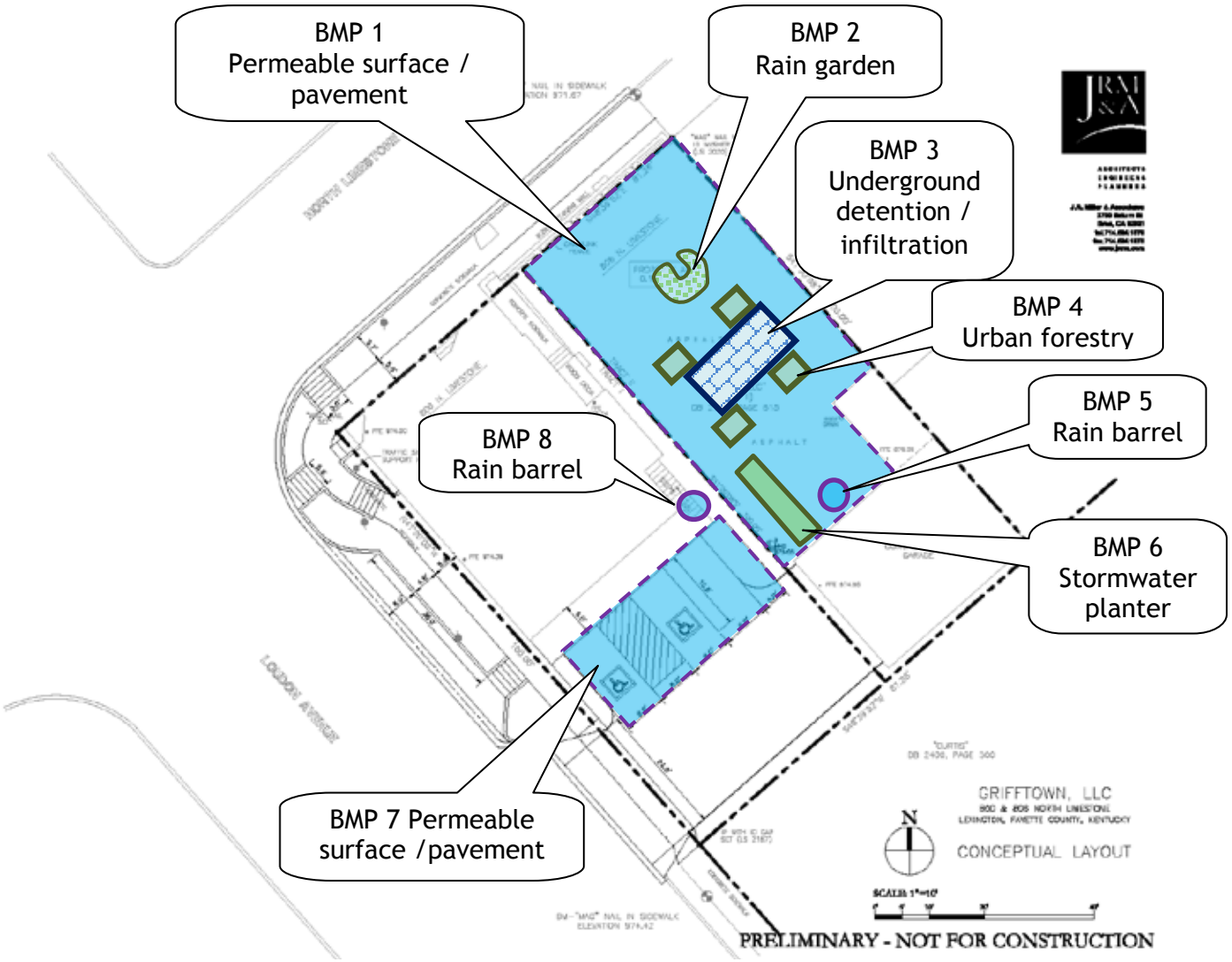
2 - BULLHORN MARKETING

Bullhorn Marketing, LLC at 800 North Limestone. The property is a mixed use facility, zoned B-1 for Neighborhood Business. The building is thought to have been constructed as early as 1885 and has historically housed a variety of uses and services. The property has suffered ongoing problems of excessive stormwater runoff from the neighborhood, resulting in standing water at the intersection of Loudon and Limestone and water flooding the sidewalk. There are no storm drains along the road adjacent to the building to accept runoff. Bullhorn Marketing, LLC at 800 North Limestone. The property is a mixed use facility, zoned B-1 for Neighborhood Business. The building is thought to have been constructed as early as 1885 and has historically housed a variety of uses and services. The property has suffered ongoing problems of excessive stormwater runoff from the neighborhood, resulting in standing water at the intersection of Loudon and Limestone and water flooding the sidewalk. There are no storm drains along the road adjacent to the building to accept runoff.

Proposed Best Management Practices (BMPs)
Based on the site assessment, impervious areas, associated water quality volumes, potential opportunities or restrictions and potential pollutant types, the following BMPs are being recommended:

1. Permeable surfaces / pavement
2. Rain garden
3. Underground detention / infiltration chamber
4. Urban forestry
5. Rain barrel
6. Stormwater planters

Estimated Gallons Captured Annually - 90% - 159,885 gal.
Estimated BMP Implementation Cost - $102,355 - $0.71p/g



BMP 1 - BEFORE



BMP 1 - AFTER*



This illustration conveys the future potential of North Limestone with wider pedestrian areas, formalized on-street parking and bioswales, as well as a re-purposed area to the left of Bullhorns offices that includes pervious paving and other BMP's.

** This illustration includes work that would be done in association with P-1, the North Limestone Streetscape improvement project.*

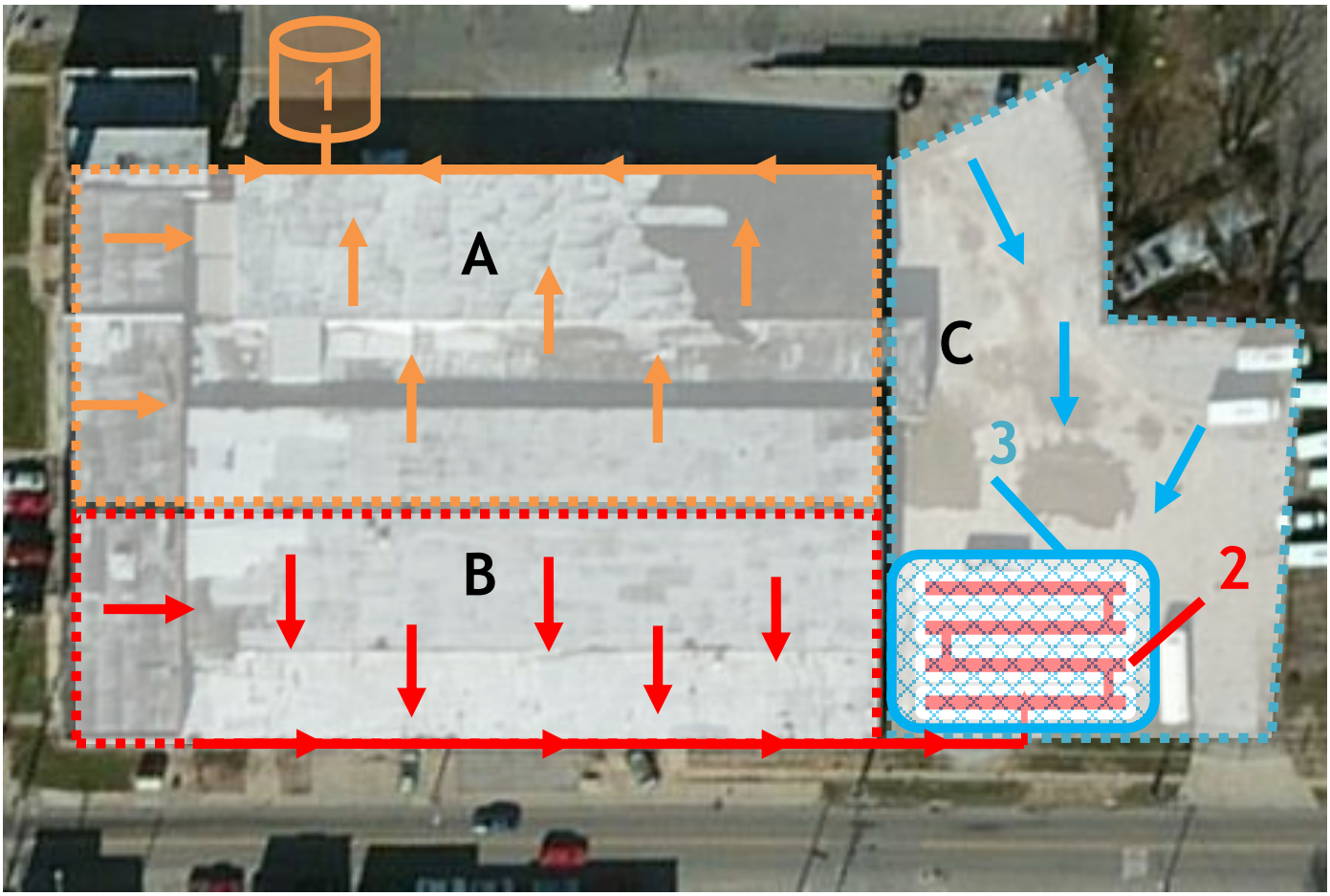
3 - GREYHOUND PROPERTY (LEXTRAN)

The building at 101 West Loudon Avenue was built in 1928 by Consolidated Coach Corp., which later changed its name to Southeastern Greyhound Lines. It was used as the company's headquarters and maintenance facility until the 1960s. The structure, now more than 80 years old, has been deemed historically significant. The Transit Authority of Lexington (Lextran) purchased the property in 1972 with the intention of renovating and improving the property. These alterations have yet to begin and may not happen due to a changing vision at Lextran and pressure from within the community to preserve the building. The property is comprised almost entirely of impervious surfaces. As additions to the building were created to suit growing needs for indoor space the roof developed into a patchwork of varying elevations. Similarly, more and more of the ground surface was paved with gravel and asphalt until there was strikingly little green space left on the lot. This sort of disjointed, build-as-you-go approach to property development inevitably lead to inadequate handling of the stormwater being generated from the site. This conceptual plan is meant to address the runoff from roof surfaces (Figure 1, Items A & B) and the large, part-gravel, part asphalt parking lot (Figure 1, Item C) which is slowly shrinking over time as stormwater washes away these paving materials.

Proposed Best Management Practices (BMPs)
Based on the site assessment, impervious areas, associated water quality volumes, potential opportunities or restrictions and potential pollutant types, the following BMPs are being recommended:

1. Rainfall Harvest Tank (Drains Impervious Area A; 29,350 Ft^2)
2. Underground Infiltration/Detention Chamber (Drains Impervious Area B; 25,200 Ft^2)
3. Permeable Pavement (Drains Impervious Area C; 24,375 Ft^2)

Estimated Gallons Captured Annually - 90% - 1,992,462 gal.
Estimated BMP Implementation Cost - $325,993 - $0.16p/g



LONG TERM VISION





When assessing the potential best management practices that would work well on the Greyhound Property it became clear that as the property developed overtime, program changes were made and additions were built and that ad hoc solutions have been made continually.

As the current tenants (Lextran) vision changes as per the use of this site it will be valuable to take a step back and consider the longer term vision and potential re-use of this site. The North Limestone Neighborhood has gone as far as to ensure that this structure is signified as historically significant and an important cornerstone of their community. It is being strongly suggested that per the historic importance of the structure and overall value of this site to the community, both as a major face at its most important intersection and as one of the largest land holdings in the neighborhood, that further study be completed. Further study should include assessing the validity of the current zoning and, as publicly owned land, an open community discussion should be had on the potential re-use of this site and historic building, as well as potential BMP implementations.

4 - MARTY CLIFFORD PROPERTIES

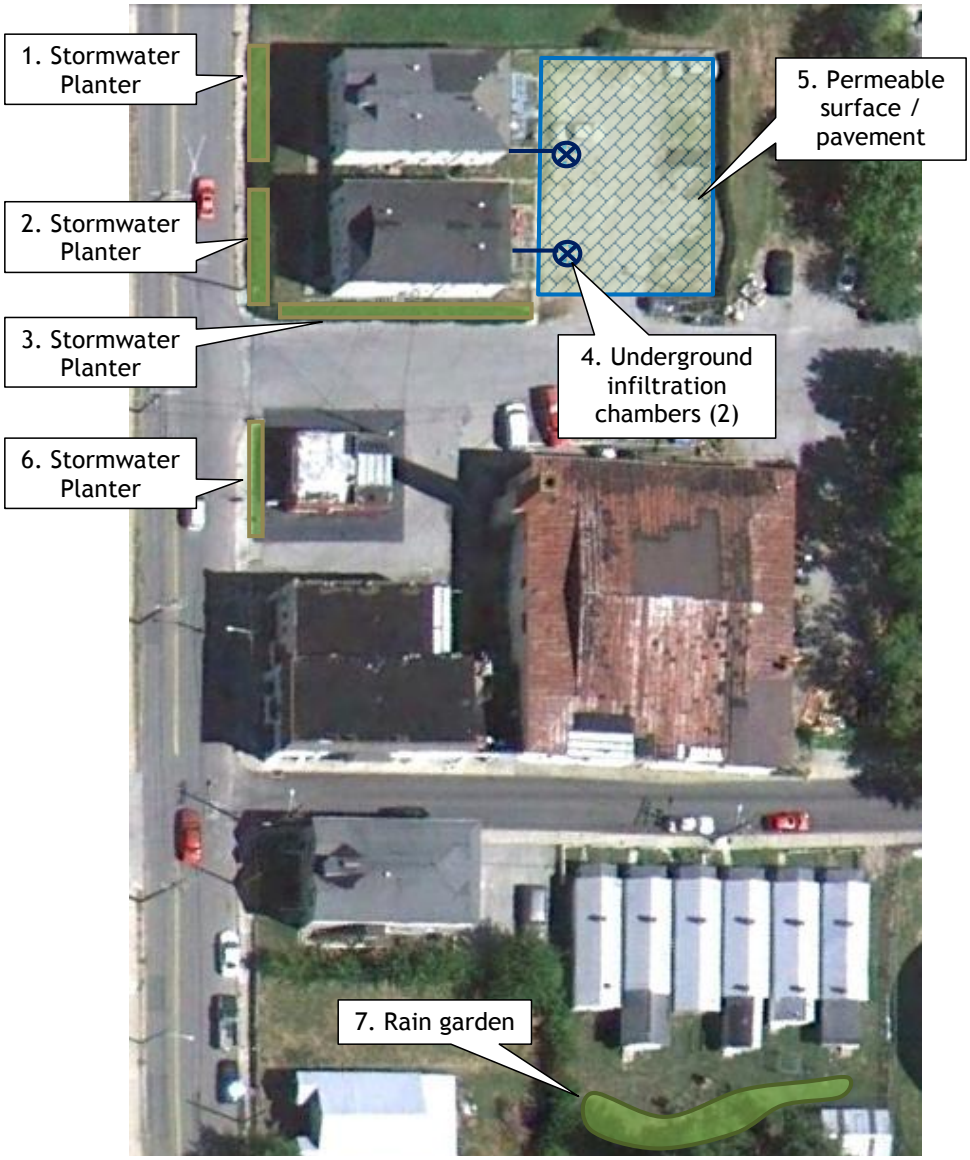
Marty Clifford, owns and operates thirteen adjoining properties in the vicinity of Luigart Court, York Street and North Limestone. A site assessment was conducted for the following properties: the apartments at 103 & 107 Luigart Court, apartments at 746 North Limestone, an art studio and apartments at 754 North Limestone, a hair salon at 758 North Limestone, a café at 760 North Limestone and six adjoining houses on 104 – 114 York Street. Because these properties are under one owner and drainage travels from one property to another, we have included them all within the scope of this site assessment. The common issues these properties share are a high amount of stormwater runoff, too little infiltration and as a result standing water and flooding. The properties have had ongoing issues with excessive stormwater runoff and inadequate storm drainage infrastructure. The properties slope towards North Limestone, although runoff from the lots and Luigart Court must travel further down North Limestone until it reaches a storm drain inlet. Drainage issues in the North Limestone area have been studied by LFUCG, but there are no immediate plans for infrastructure renovation. Utilities on the site include gas, water and sewer services from North Limestone.

Proposed Best Management Practices (BMPs)
Based on the site assessment, impervious areas, associated water quality volumes, potential opportunities or restrictions and potential pollutant types, the following BMPs are being recommended:

1. Stormwater planters
2. Underground Infiltration / Detention Chamber
3. Permeable Surface
4. Rain garden

Figure 2 locates these BMPs. A table with cost estimates and BMP descriptions are included as attachments.

Estimated Gallons Captured Annually - 90% - 315,429 gal.
Estimated BMP Implementation Cost - $142,477.50 - $0.45 p/g



BMP'S 1-3 - BEFORE



BMP'S 1-3 - AFTER



This illustration conveys the future potential of North Limestone once the frontage along the housing is cleaned up and rain garden planters are installed. The planters will include native plant species and water tolerant trees that will also cast shade over the improved sidewalk area. There is also potential for public art along this wall as depicted above, which could serve as a stormwater quality educational tool.

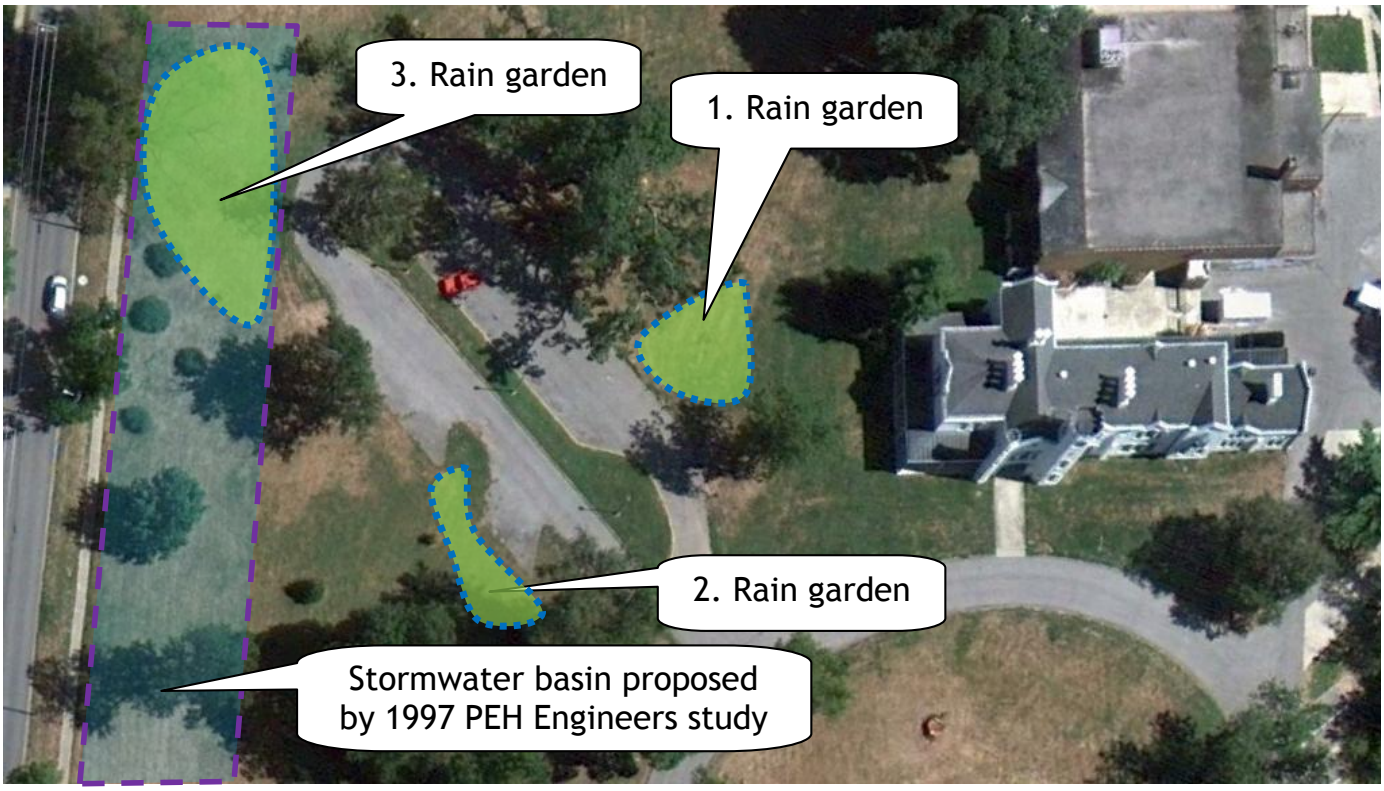
5 - LOUDOUN HOUSE

The Loudoun house is one of Kentucky's architectural treasures. This unique structure has been listed on the national Register of Historic Places. It was designed by the renowned architect Alexander Jackson Davis and is one of the few remaining examples of his work in the Gothic Revival style. The building was constructed in 1850 for Francis Key Hunt, a graduate of Transylvania University and notable Lexingtonian. Since the 1920s, it has been owned and operated by the City of Lexington. The Loudoun house is also an important building that still serves the community today. With several other attractions within Castlewood Park, the park is regularly used by numerous citizens. The Lexington Art League has been headquartered in the Loudoun house since 1984 and regularly hosts art shows and events. The Castlewood Neighborhood Association also meets regularly at the Loudoun House. Every summer, LFUCG Parks and Recreation hosts a summer camp with a special focus on

Proposed Best Management Practices (BMPs)
Based on the site assessment, impervious areas, associated water quality volumes, potential opportunities or restrictions and potential pollutant types, a rain garden (or bio-retention system) has been identified as a feasible option for addressing water issues on the property. This practice could be installed in three areas:

1. Treat the roof runoff from the Loudoun house.
2. Treat runoff from the upper portion of the parking lot adjacent to Bryan Avenue.
3. Treat runoff from the lower portion of the parking lot adjacent to Bryan Avenue.

Estimated Gallons Captured Annually - 90% - 307,737 gal.
Estimated BMP Implementation Cost - $78,100 - $0.25 p/g



6 - HOOK IT UP, LLC

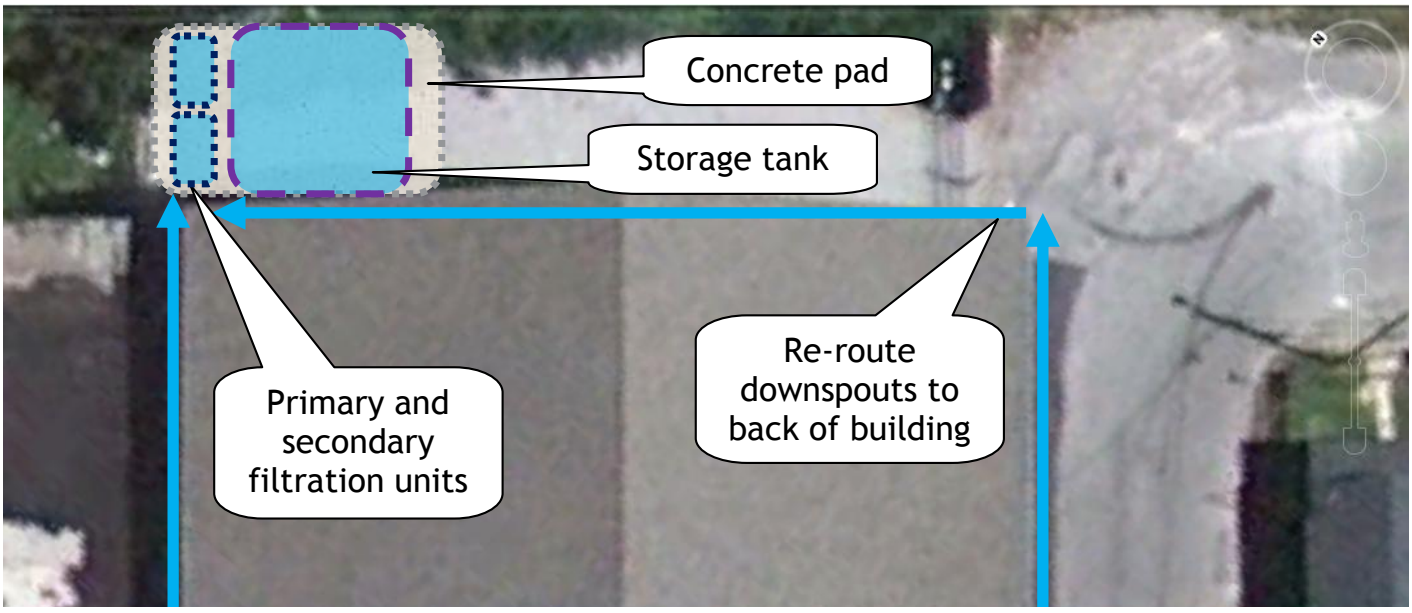
Hook It Up, LLC, a mobile pressure washing service located at 700 Donley Street. This building was constructed in 1948 and has been divided into separate rental units. There are no known historic or current problems with stormwater runoff from the property. Likewise, there are no foreseeable plans for future development or renovation to the property. However, the property is covered almost entirely in impervious surface. A large roof produces ample stormwater runoff. A site map with existing features and surface areas is included as Figure 1.

Like many cleaning businesses, Hook It Up uses a lot of water in its operations. Hook It Up is primarily a mobile cleaning service and often needs to transport a supplemental water supply to a job site. Most of Mr. Bradley's work is washing fleet vehicles for large businesses and institutions during the weekend. He also regularly cleans trash cans through his Scrub-A-Can service. In a typical weekend, the business can use 3,900 gallons in one day and another 4,000 gallons during the week. Mr. Bradley has several 275 gallon, palletized water tanks that he loads on a trailer and can mobilize to sites that cannot provide sufficient water. Having a tank that could collect rain water for use in his operations would be an opportunity to transform excessive stormwater runoff into a resource.

Proposed Best Management Practices (BMPs)

Based on the site assessment, impervious area, associated water quality volumes and the need for water used in Hook It Up's operations, the recommended BMP for this site is a rain water collection and storage tank. Unlike most rain barrels, this would be a much larger tank with a two stage filtration system. A 10,000 gallon capacity tank could accommodate both the amount of runoff produced by a typical rain event, as well as the volume of water that the business could use within one week.

Estimated Gallons Captured Annually - 90% - 131,274 gal.
Estimated BMP Implementation Cost - $69,300 - $0.53 p/g



7 - CHAD NEEDHAM PROPERTIES

One aspect that makes this property unique is that it is a multi-use building with a fair amount of undeveloped area. Although small lots are typical for this area of Lexington, it is rare to have less impervious area that pervious surface for a property along the North Limestone corridor. The total area for the units is 11,500 ft². The total impervious area approximates 3,000 ft². For a 1.6" rain event, the property will produce a Water Quality Volume of 400 ft³ (3,000 gallons) of stormwater.

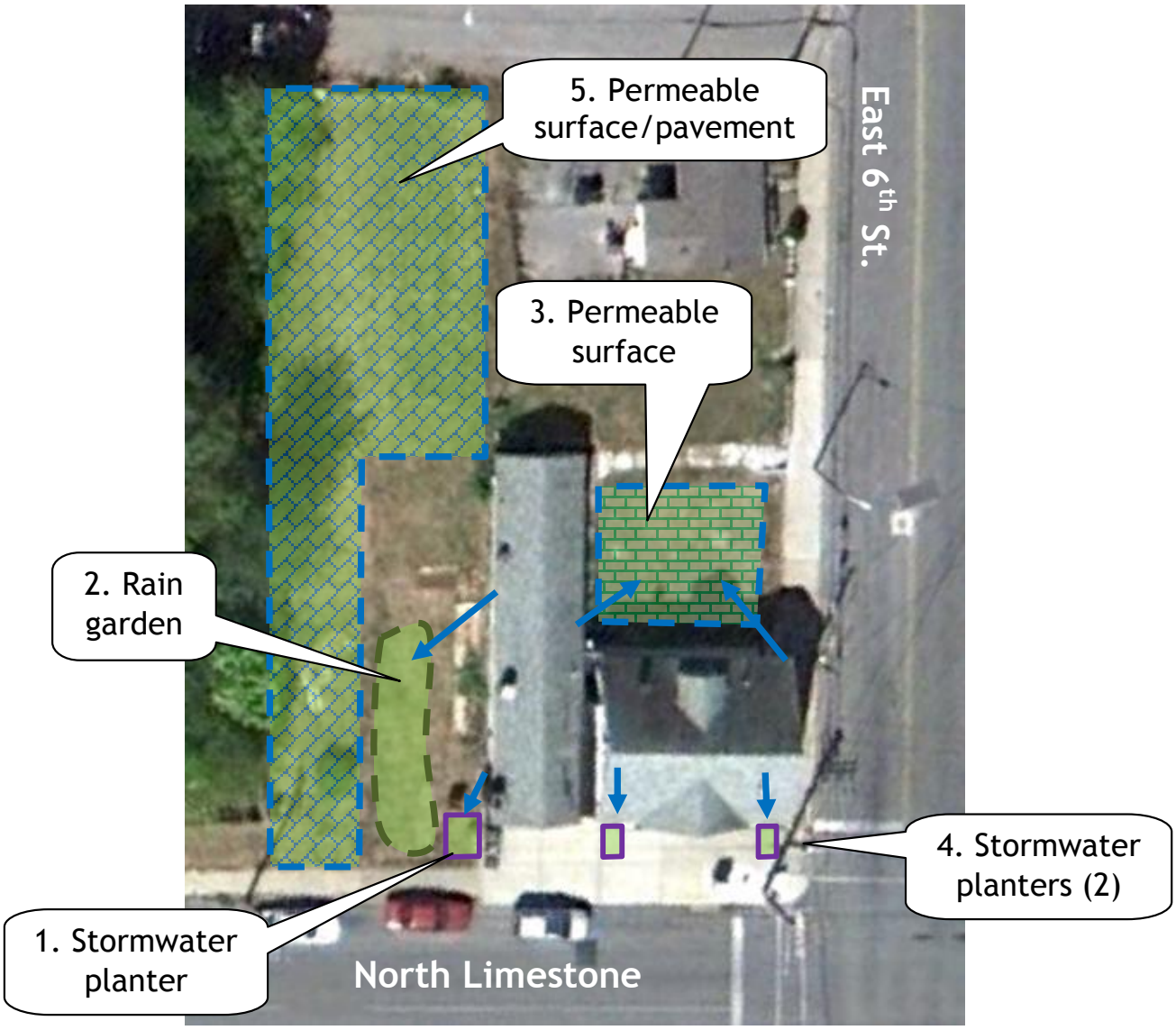
Being perched on top of a gradient that drains away from the property, this site has had no known stormwater issues. Underground utilities (gas and water) run along N. Limestone and W. Sixth Street and service the building from under the sidewalk.

Proposed Best Management Practices (BMPs)

Based on the site assessment, impervious areas, associated water quality volumes, potential opportunities or restrictions and potential pollutant types, the following BMPs are being recommended:

1. Stormwater Planter (planter along existing concrete wall)
2. Rain Garden (200 ft²beside parking lot)
3. Permeable Surfacing (625 ft² courtyard)
4. Stormwater Planters (in front of 573 North Limestone units)
5. Permeable Surfacing/Pavement (4,186 ft² parking lot)

Estimated Gallons Captured Annually - 90% - 183,152 gal.
Estimated BMP Implementation Cost - $134,167 - $0.73 p/g



8 - BROKEN FORK DESIGN

Each building varies in age, square footage and number of occupants. However they all share common parcel dimensions of nearly 0.1 Acres (over 4,000 square feet), which is typical for the North Limestone neighborhood. This part of town was developed without significant regard for stormwater runoff. The combination of a high building density, high impervious cover and limited open space restrict retrofit options and minimizes permeable surfaces for infiltration. It is unlikely that BMPs can be built in such close proximity to other structures and they would not be likely to contain the water quality volumes produced by existing impervious cover. For these small properties, the best chance for significant reductions in non-point source pollutants in Cane Run relies on updating the old stormwater infrastructure. The LFUCG Central Sector Master Plan addresses stormwater BMPs along roads and urban right of ways. Ideally, major renovations along North Limestone would include BMPs that could address runoff from multiple properties, while providing overall enhancements to numerous aspects of the public corridor.

Proposed Best Management Practices (BMPs)
Based on the site assessment, impervious areas, associated water quality volumes, potential opportunities or restrictions and potential pollutant types, the following BMPs are being recommended:

1. Rain barrels
2. Rain garden
3. Green roof
4. Pervious concrete
5. Cistern rehabilitation (underground infiltration & detention chambers)
6. Stormwater planter

Estimated Gallons Captured Annually - 90% - 136,172 gal.
Estimated BMP Implementation Cost - $93,445 - $0.69 p/g

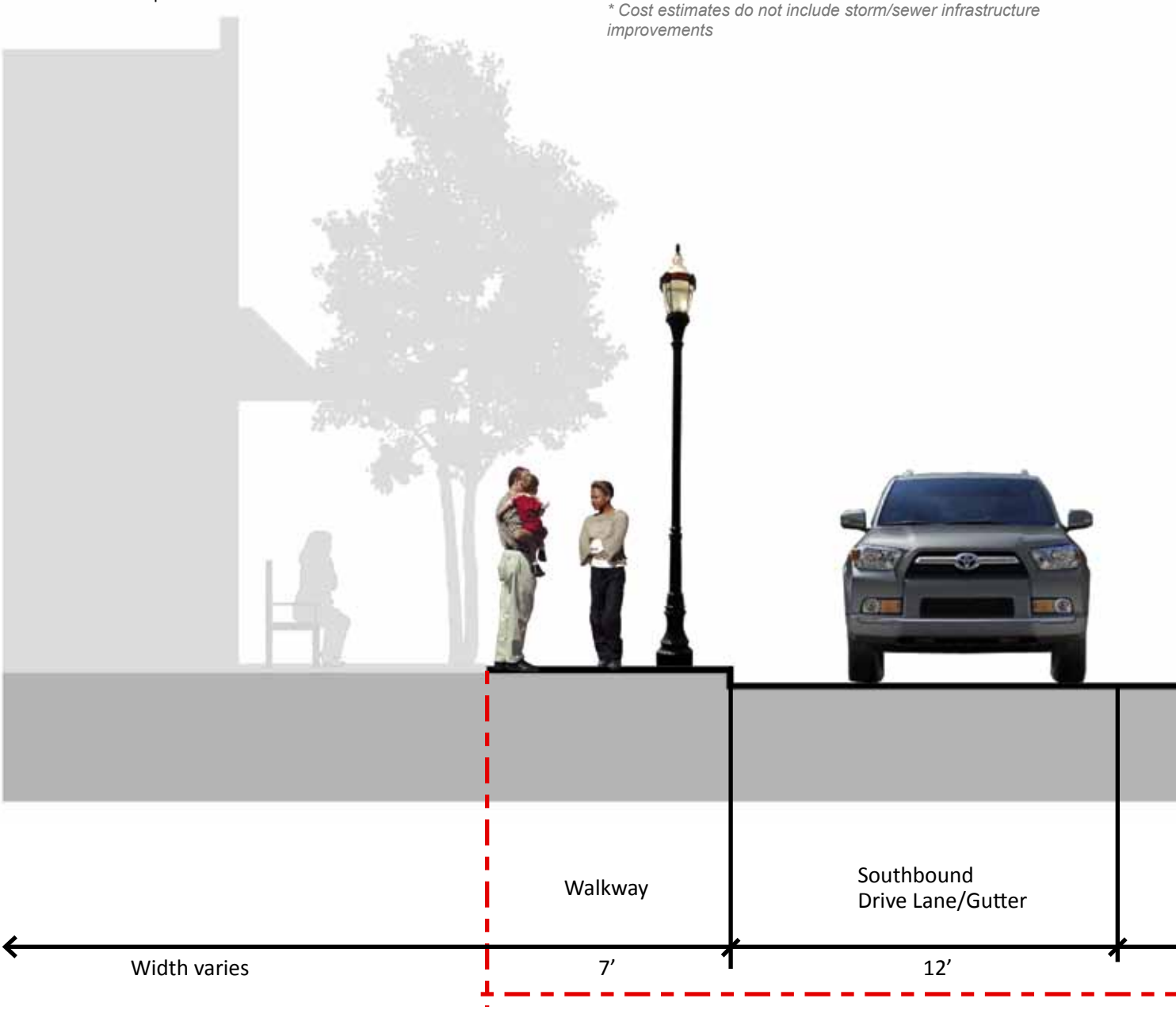


P-1 NORTH LIMESTONE CONCEPT

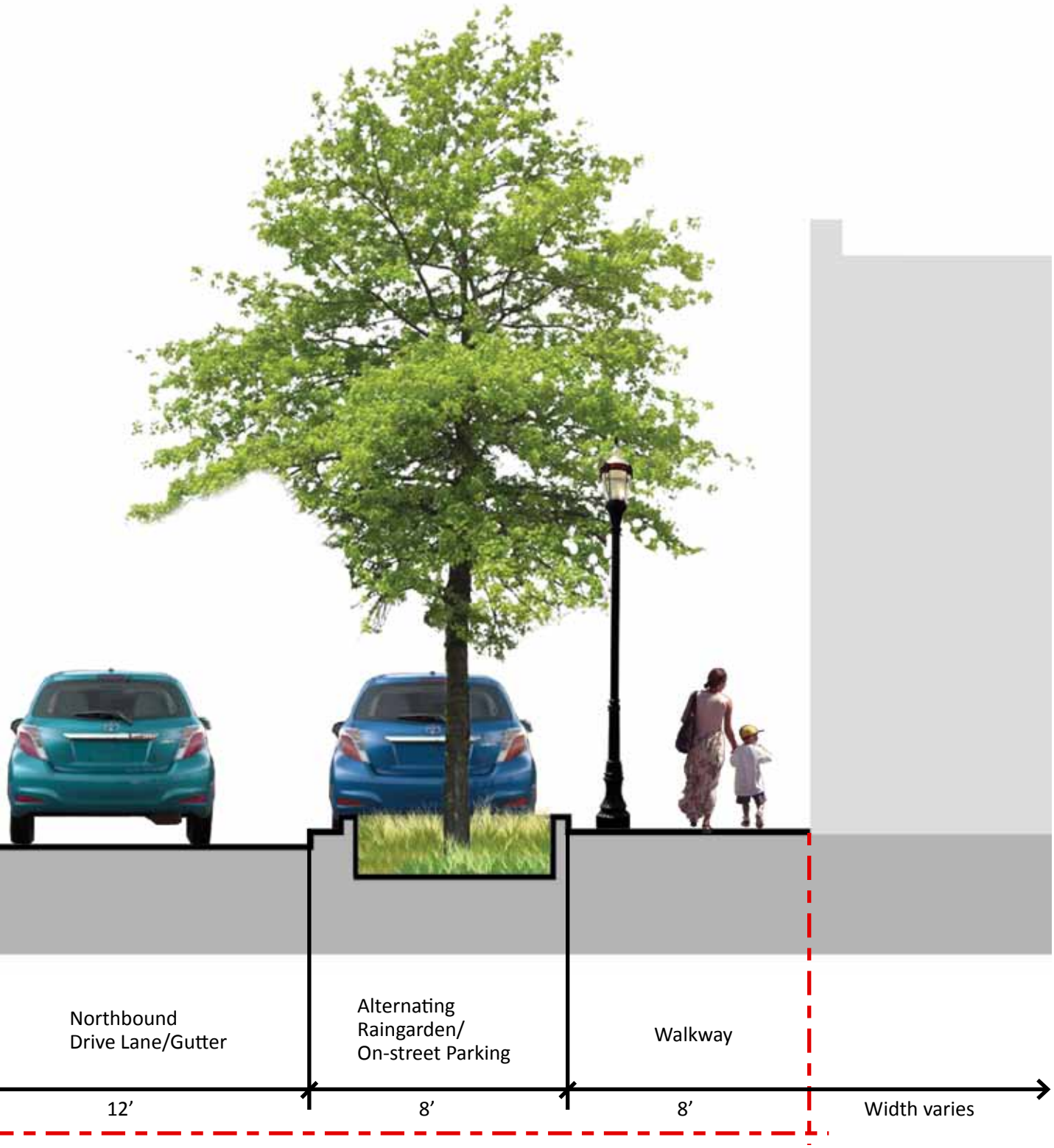
The North Limestone typical streetscape concept illustrates a new street character, similar to the South Limestone section between Main and Avenue of Champions, this section includes improved walkways, pedestrian lighting and an alternating series of rain gardens and on street parking. Portions of the corridor also have more flexibility for improvements such as along the current LexTran property and other areas where development sits back from the street.

North Limestone	7th St. - 12th St.	3,500 LF
Item	Cost/LF	Total
Green Streetscape	$850	$3.0M
Utility Burial	$300	$1.1M
	Total	$4.1
Design/Eng Fees	15%	$620k
	Total Cost	$4.7 Million

** Cost estimates do not include storm/sewer infrastructure improvements*







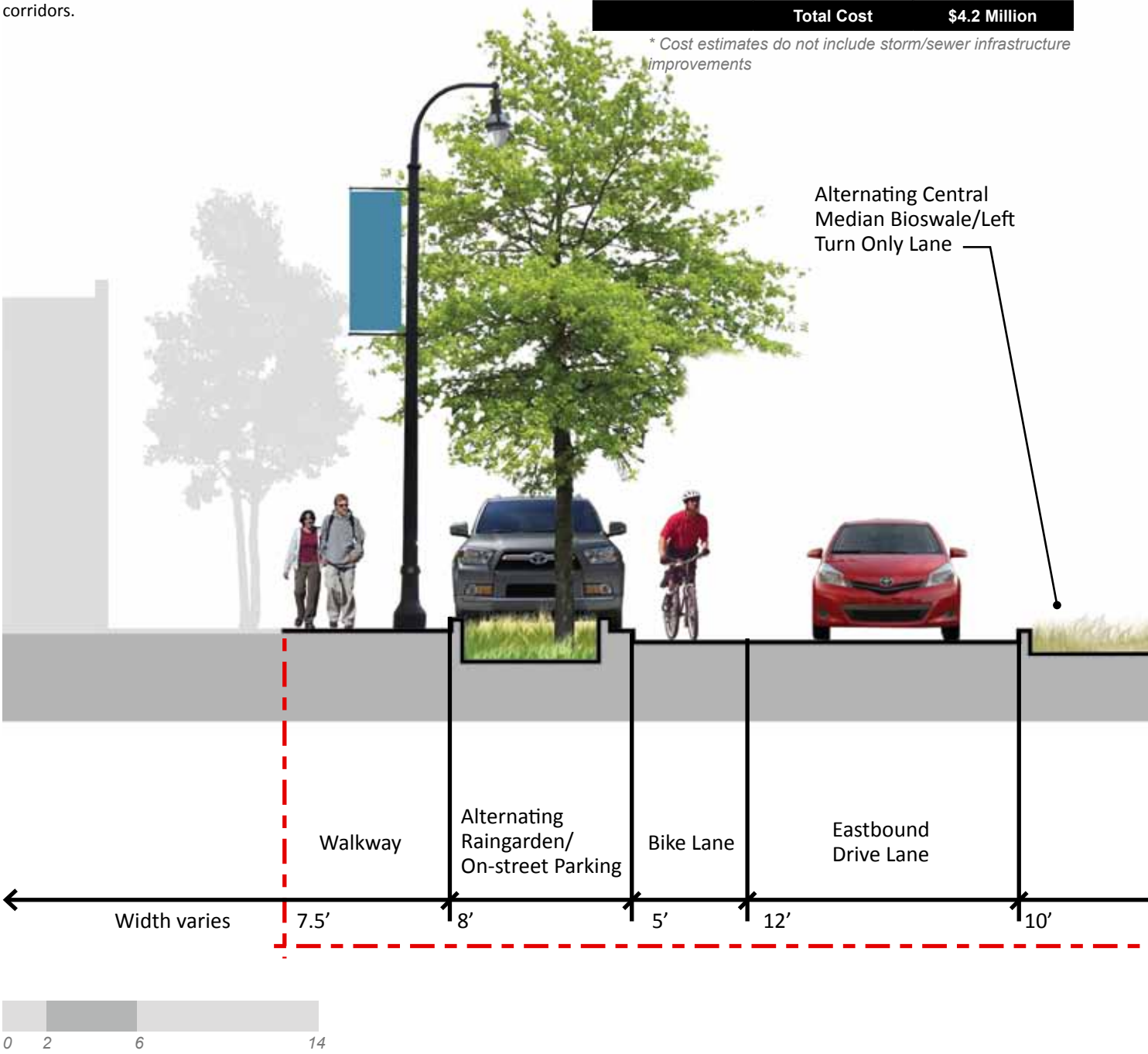
48’ - 52’ Typical Public Right-of-Way

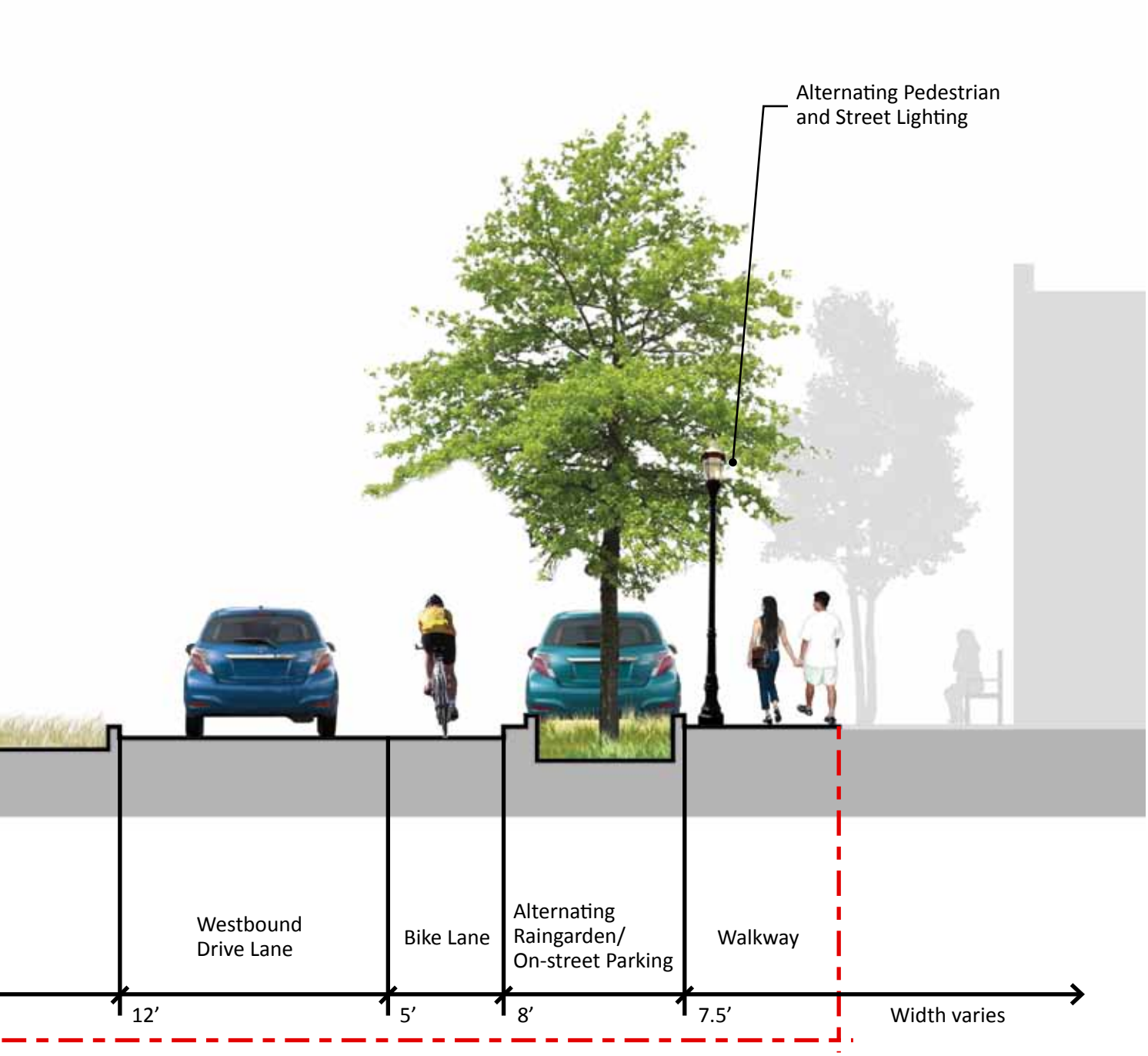
P-2 LOUDON AVENUE CONCEPT

The Loudon Avenue typical streetscape concept takes advantage of the expansive right-of-way (73'-80' across in some places). Pedestrian walkways are added or improved, on-street parking is formalized with alternating rain gardens and a central bioswale that alternates as left-turn only lane. Bike lanes are also added, which will serve as a major bicycle connection to the Broadway, Limestone and Newtown Pike/Legacy Trail corridors.

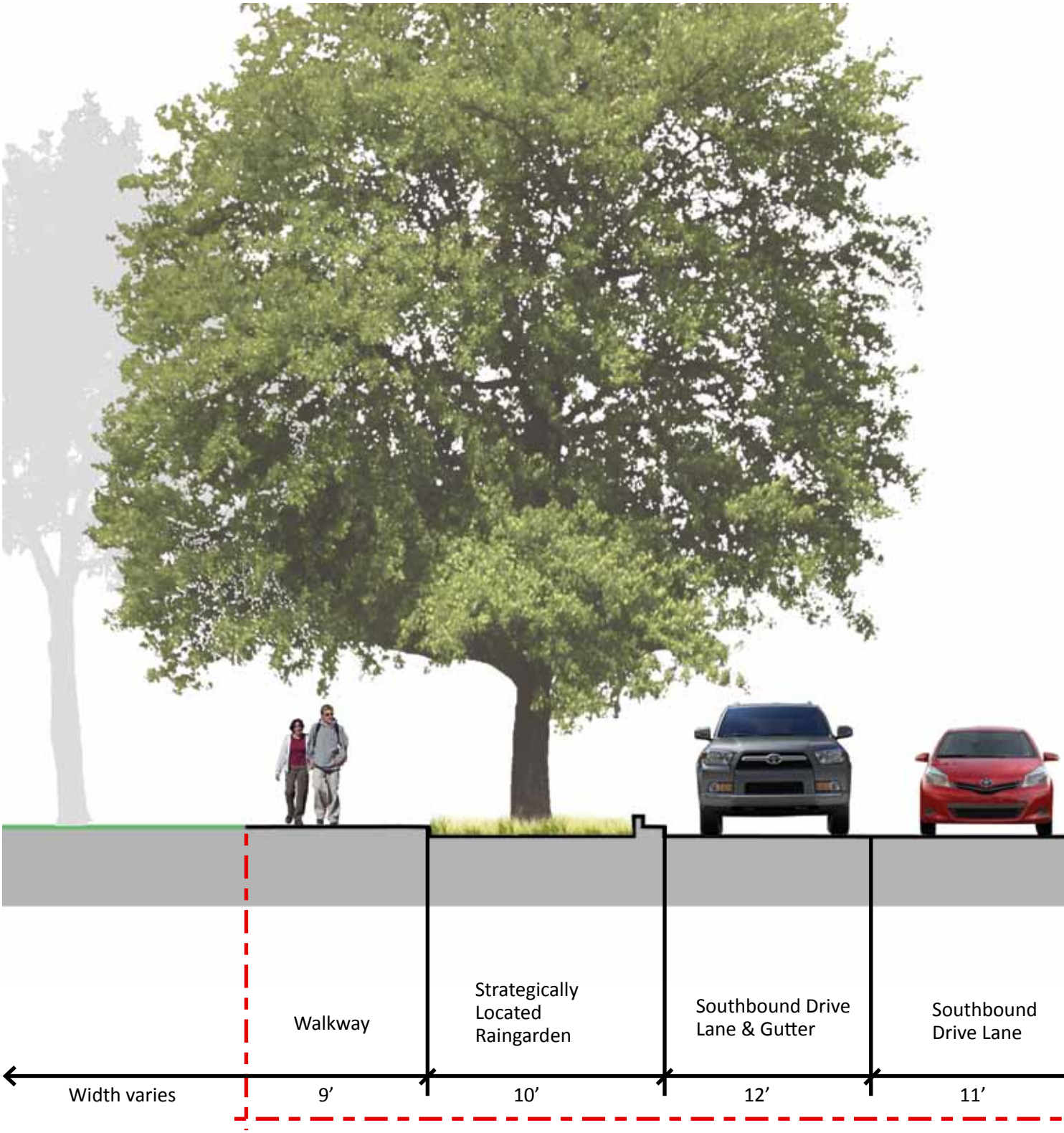
Loudon Avenue	*Bryan Ave - Russell Cave*	*2,350 LF*
Item	*Cost/LF*	*Total*
Green Streetscape	*$1,200*	*$2.9M*
Utility Burial	*$300*	*$705k*
	Total	*$3.6M*
Design/Eng Fees	*15%*	*$540k*
	Total Cost	**$4.2 Million**

** Cost estimates do not include storm/sewer infrastructure improvements*





75’ - 80’ Typical Public Right-of-Way


Walkway
Strategically Located Raingarden
Southbound Drive Lane & Gutter
Southbound Drive Lane
Width varies
9’
10’
12’
11’

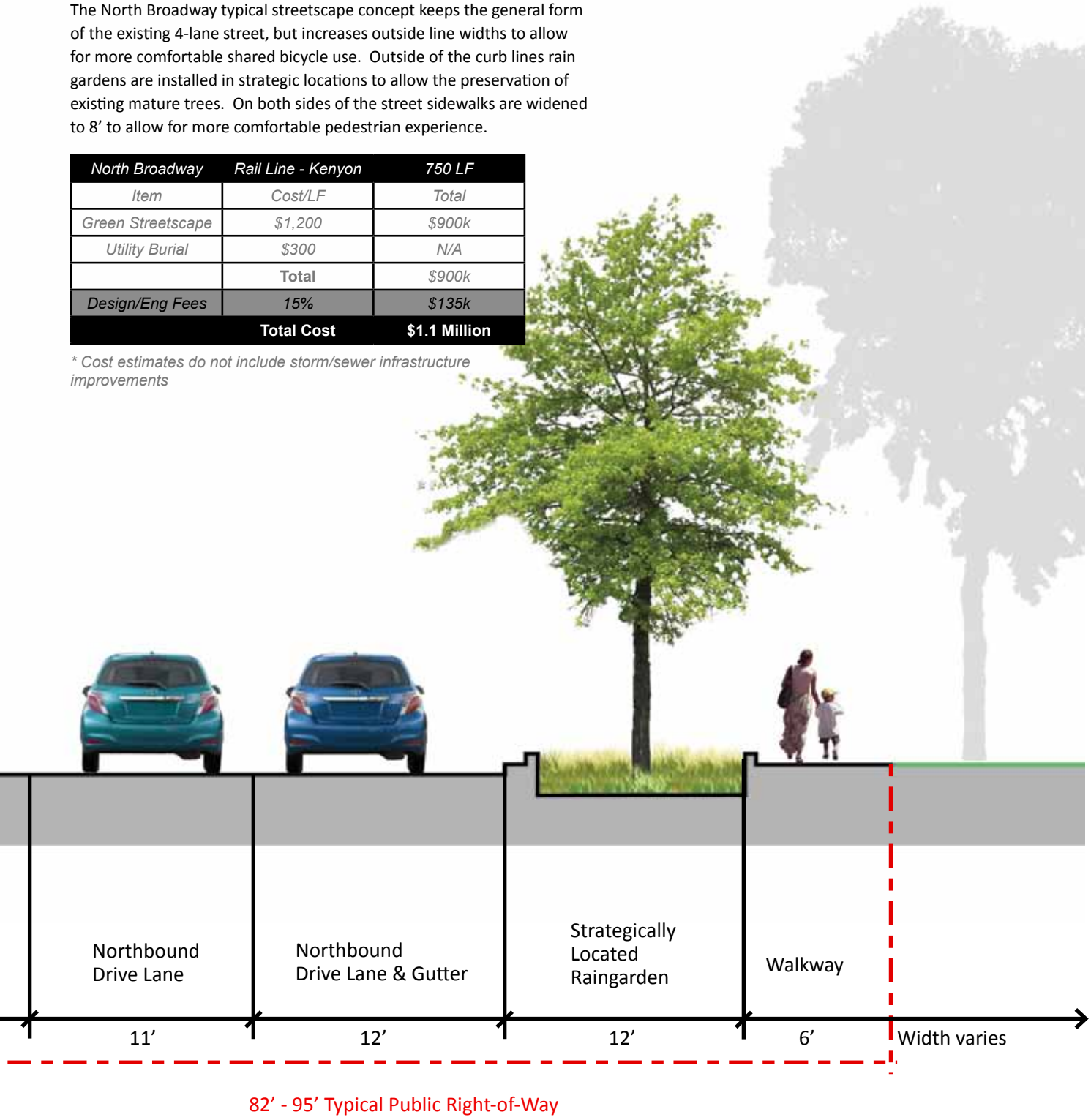
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P-3 NORTH BROADWAY CONCEPT

The North Broadway typical streetscape concept keeps the general form of the existing 4-lane street, but increases outside line widths to allow for more comfortable shared bicycle use. Outside of the curb lines rain gardens are installed in strategic locations to allow the preservation of existing mature trees. On both sides of the street sidewalks are widened to 8' to allow for more comfortable pedestrian experience.

North Broadway	Rail Line - Kenyon	750 LF
Item	Cost/LF	Total
Green Streetscape	$1,200	$900k
Utility Burial	$300	N/A
	Total	$900k
Design/Eng Fees	15%	$135k
	Total Cost	**$1.1 Million**

** Cost estimates do not include storm/sewer infrastructure improvements*



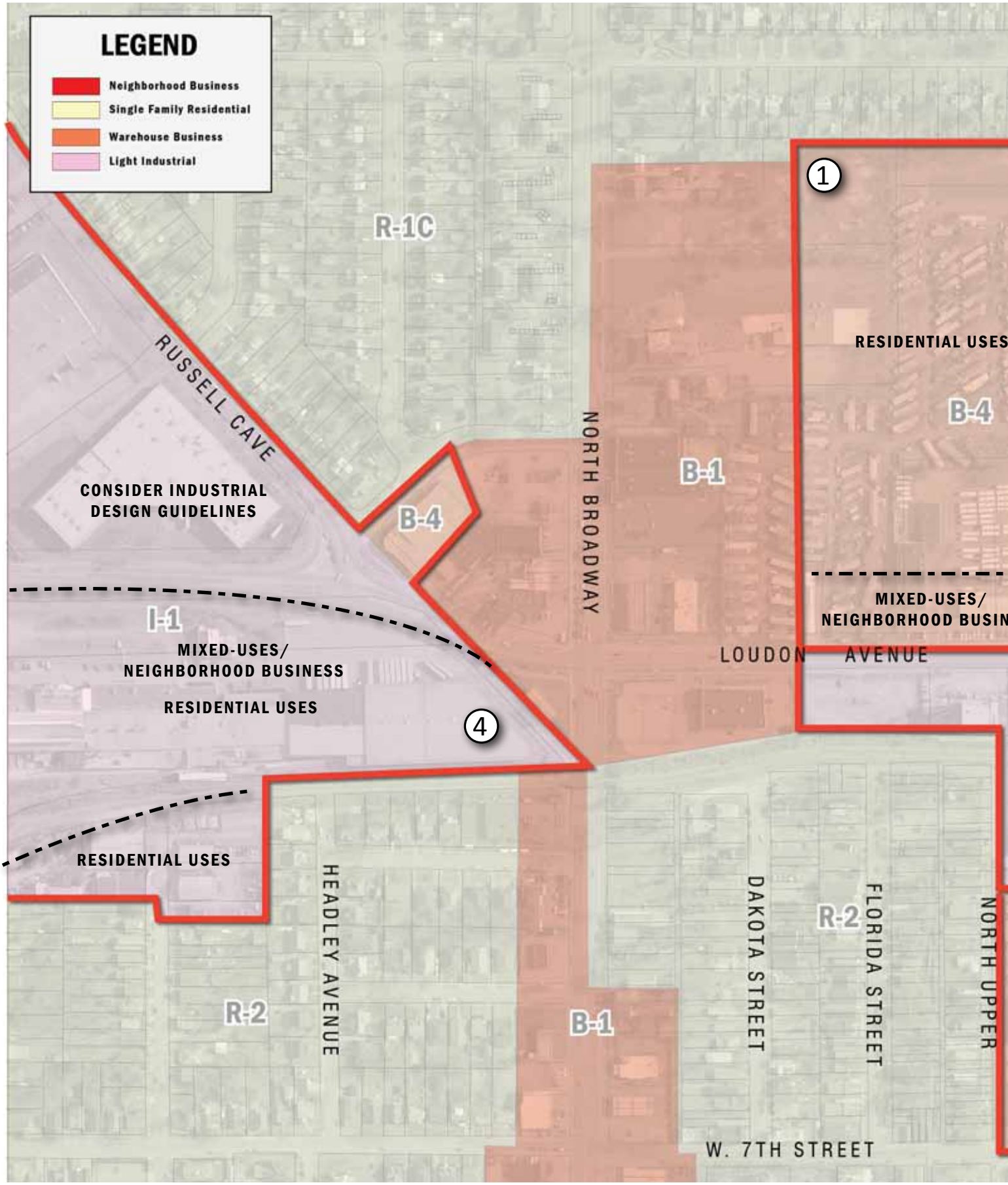
SITE ASSESSMENT TOUR

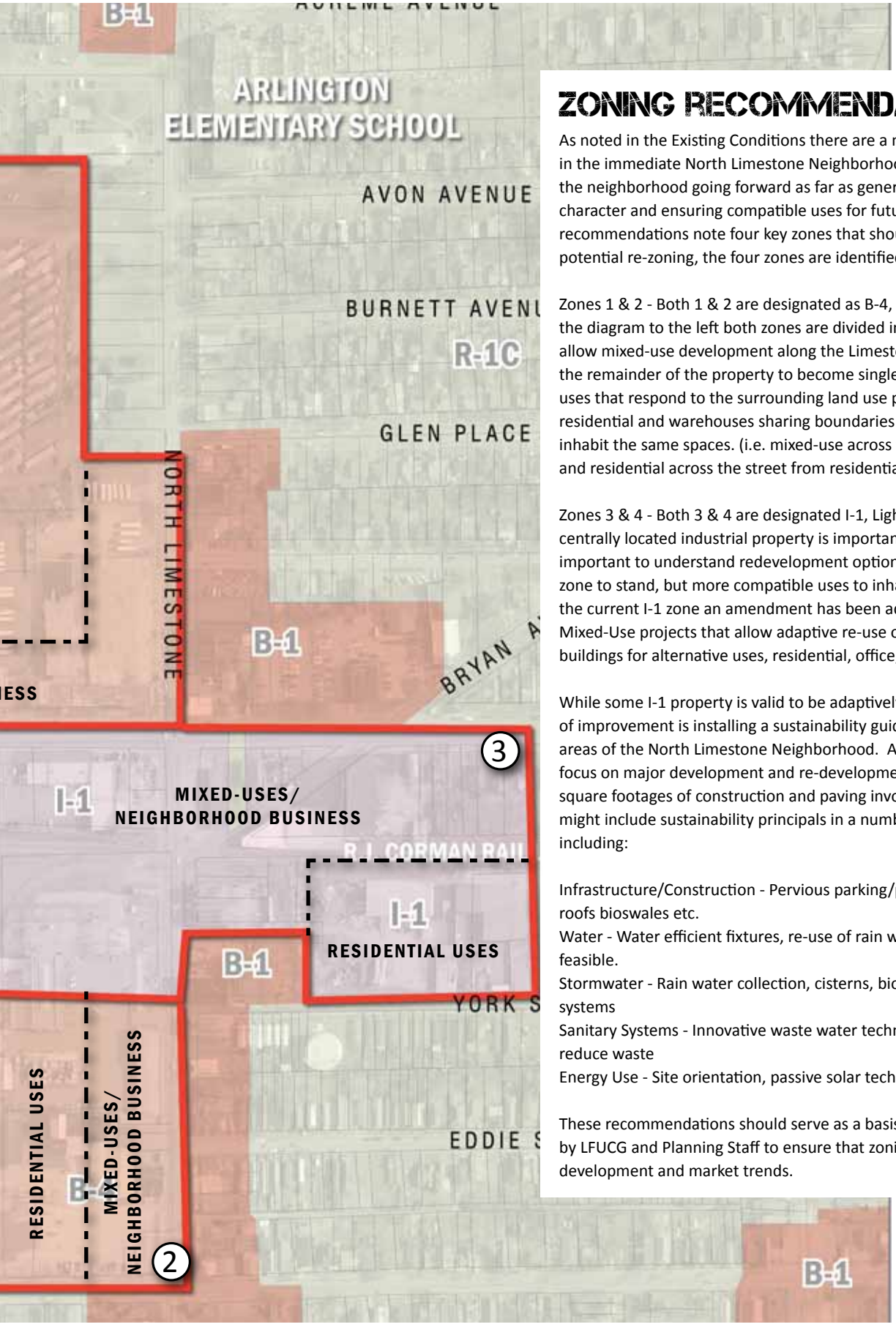
As a part of the public education and outreach portion of the water quality improvement grant, the North Limestone Neighborhood Association hosted a neighborhood tour that focused on the site assessments completed during the grant process. The group heard a presentation recapping the project process, and went through the site assessment projects along North Limestone and Loudon Avenue to hear from the consultant team about the details of each project and their potential effect.








LEGEND
Neighborhood Business
Single Family Residential
Warehouse Business
Light Industrial
R-1C
RUSSELL CAVE
CONSIDER INDUSTRIAL DESIGN GUIDELINES
B-4
NORTH BROADWAY
B-1
1
RESIDENTIAL USES
B-4
MIXED-USES/ NEIGHBORHOOD BUSIN
LOUDON AVENUE
I-1
MIXED-USES/ NEIGHBORHOOD BUSINESS
RESIDENTIAL USES
4
RESIDENTIAL USES
HEADLEY AVENUE
R-2
B-1
DAKOTA STREET
R-2
FLORIDA STREET
NORTH UPPER
W. 7TH STREET



ZONING RECOMMENDATIONS

As noted in the Existing Conditions there are a number of zoning codes in the immediate North Limestone Neighborhood that may hinder the neighborhood going forward as far as general neighborhood character and ensuring compatible uses for future development. The recommendations note four key zones that should be considered for potential re-zoning, the four zones are identified as follows:

Zones 1 & 2 - Both 1 & 2 are designated as B-4, warehouse business. In the diagram to the left both zones are divided into sections that would allow mixed-use development along the Limestone and Loudon Ave and the remainder of the property to become single/multi-family residential uses that respond to the surrounding land use patterns, avoiding residential and warehouses sharing boundaries and letting like uses inhabit the same spaces. (i.e. mixed-use across the street from mixed-use and residential across the street from residential.)

Zones 3 & 4 - Both 3 & 4 are designated I-1, Light Industrial. While centrally located industrial property is important to Lexington, it is also important to understand redevelopment options that allow the I-1 zone to stand, but more compatible uses to inhabit the space. Under the current I-1 zone an amendment has been added to allow Industrial Mixed-Use projects that allow adaptive re-use of industrial sites and buildings for alternative uses, residential, office, commercial etc.

While some I-1 property is valid to be adaptively re-used another method of improvement is installing a sustainability guideline overlay across key areas of the North Limestone Neighborhood. An overlay would ideally focus on major development and re-development projects with large square footages of construction and paving involved. The guidelines might include sustainability principals in a number of various categories including:

Infrastructure/Construction - Pervious parking/pedestrian surfaces, green roofs bioswales etc.
Water - Water efficient fixtures, re-use of rain water/grey water where feasible.
Stormwater - Rain water collection, cisterns, bioswales, treatment/re-use systems
Sanitary Systems - Innovative waste water technologies to significantly reduce waste
Energy Use - Site orientation, passive solar technologies, etc.

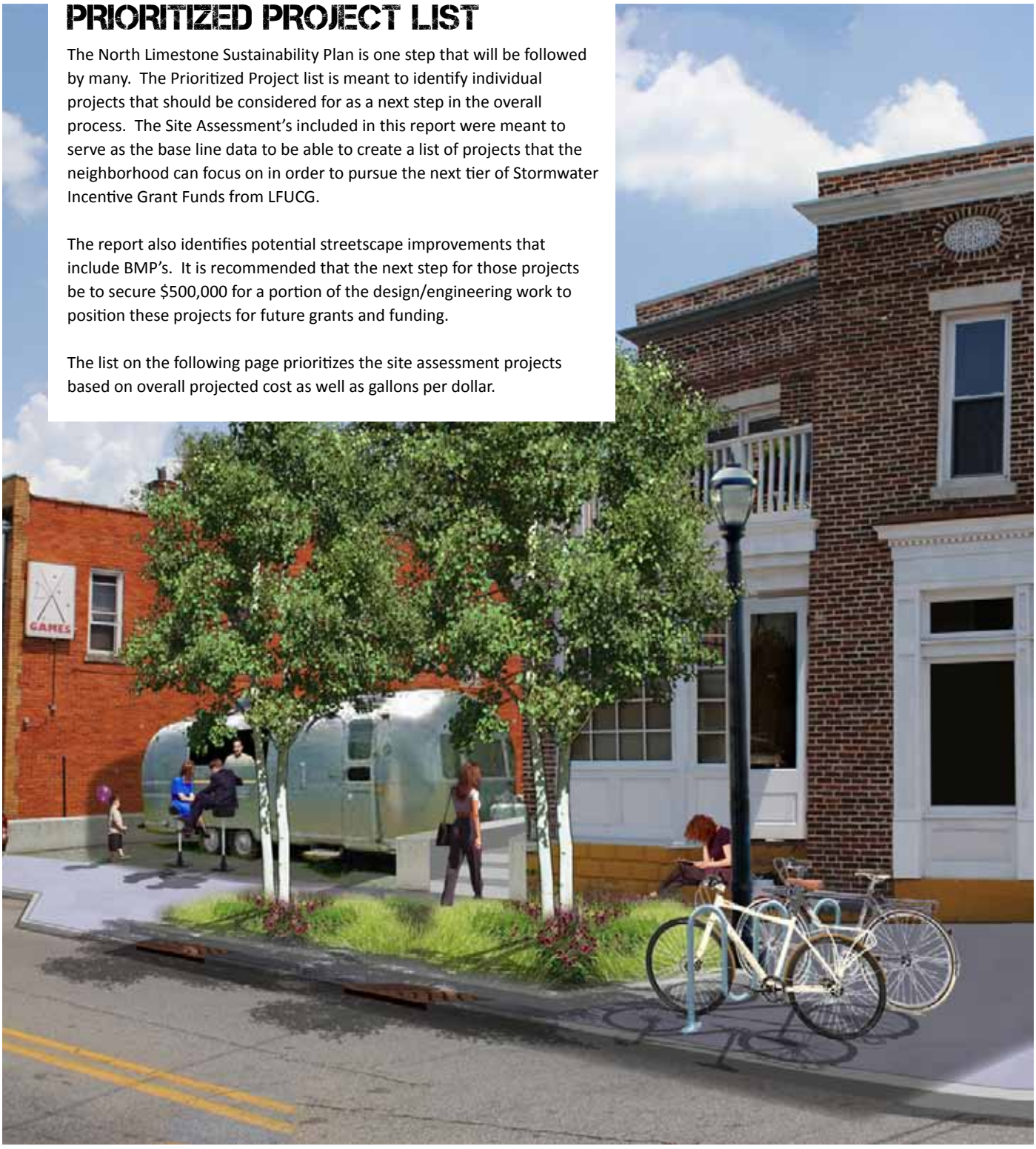
These recommendations should serve as a basis for further examination by LFUCG and Planning Staff to ensure that zoning reflects current development and market trends.

PRIORITIZED PROJECT LIST

The North Limestone Sustainability Plan is one step that will be followed by many. The Prioritized Project list is meant to identify individual projects that should be considered for as a next step in the overall process. The Site Assessment's included in this report were meant to serve as the base line data to be able to create a list of projects that the neighborhood can focus on in order to pursue the next tier of Stormwater Incentive Grant Funds from LFUCG.

The report also identifies potential streetscape improvements that include BMP's. It is recommended that the next step for those projects be to secure $500,000 for a portion of the design/engineering work to position these projects for future grants and funding.

The list on the following page prioritizes the site assessment projects based on overall projected cost as well as gallons per dollar.



Prioritized Private Project List			
Site Name	Annual Gallons Collected	Total Cost	Cost Per Gallon
Greyhound Property (Lextran)	1,992,462	$325,993	$0.16
Loundon House	307,737	$78,000	$0.25
Embrace Church	840,810	$347,820	$0.41
Marty Clifford Properrties	315,429	$142,477	$0.45
Hook It Up LLC.	131,274	$69,300	$0.53
Broken Fork Design	136,172	$93,445	$0.69
Bullhorn	159,885	$102,355	$0.71
Chad Needham Properties	183,152	$134,167	$0.73
TOTALS	4,066,921	$1,293,557	$0.49 (avg.)

Combining all the projects it can be seen that 4.06 million gallons of water can be captured and either treated and released or used in other manners using Best Management Practices. The overall projected financial impact of all of these projects is nearly $1.2 million making an overall dollars/gallon figure of $0.30. While all projects listed above would have positive effects on the water quality in the North Limestone Neighborhood and communities downstream, certain projects stand out above others as having a potential major impact.

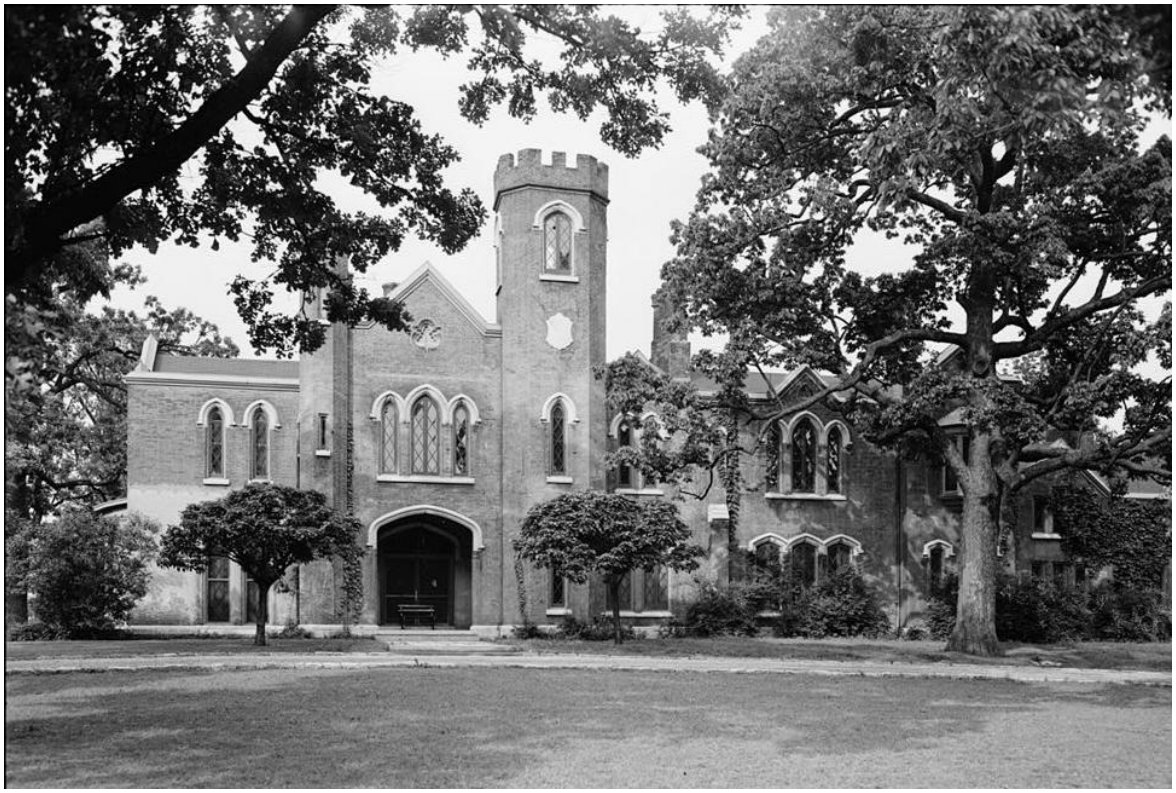
Four projects come in under the average cost per gallon of $0.49: the Greyhound Property (Lextran), Loundon House, Embrace Church and Marty Clifford Properties. The Greyhound property is in flux due to potential change in programming and ownership and is being recommended for further analysis sited prior in the report. It is recommended that each of these projects, which account for just over 84% of the total captured stormwater runoff be considered top tier projects for the next steps in this process and actively pursue Class B Infrastructure and Class A Neighborhood water quality improvement grants amongst other funding sources listed below.

POTENTIAL FUNDING SOURCES

The following is a list of potential funding sources to aid in further development and eventual implementation of the concepts and site assessments identifid in this report, both public and private:

Bring Back the Natives Grant Program
Community Development Block Grants/Entitlement Grants
Drinking Water State Revolving Fund
Environmental Education Grants
Environmental Grant Program
Environmental Workforce Development and Job Training Cooperative Agreements
Five-Star Restoration Program
National Urban & Community Forestry Challenge Cost-share Program
National Wildlife Refuge Friends Group Grant Program
Native Plant Conservation Initiative
Nonpoint Source Implementation Grants
Partners for Fish and Wildlife Program
Public Works & Development Facilities Program
Pulling Together Initiative
Source Reduction Assistance Grant Program
Targeted Watershed Grants Program
Wildlife Habitat Incentives Program

** Details of each funding source can be found in the appendix*



Loudoun House

201 Castlewood Drive

Site Assessment, Conceptual Plan and Cost Estimate For Stormwater Best Management Practices

North Limestone
Stormwater Improvements Feasibility Study

Prepared by:

This project is funded by the LFUCG Division of Water Quality, Stormwater Quality Projects Incentive Grant Program.

About the Cane Run Watershed

Cane Run is a small stream that starts on the north side of Lexington and flows north-west through the Lexmark campus, Coldstream Park, The University of Kentucky's Maine Chance research farm and the Kentucky Horse Park. Unfortunately, most of the water flowing out of Fayette County has been degraded by urban development and stormwater runoff from the City of Lexington. Like other local waterways, Cane Run suffers from sanitary sewer overflows, non-point source pollutants and the enormous volume of runoff from urban development that scours and erodes its banks. As a result, the water quality in Cane Run is so poor it is unable to support either recreational contact or aquatic life (*Kentucky Division of Water 2010 Integrated 305b/303d Report*).

What makes the situation worse is that the water in Cane Run is the primary drinking water supply for the City of Georgetown. As the stream travels towards Scott County, it enters numerous small sinkholes along the way. By the time the water leaves Fayette County, much of it is in an underground aquifer and emerges at Royal Spring in Georgetown. There is little opportunity to remove pollutants and, therefore, protecting the water supply at its source is even more important.

About the North Limestone Stormwater Feasibility Study

The Limestone / Loudon Corridor in north-central Lexington is in the headwaters of Cane Run. The urban landscape is covered by streets, buildings, parking lots, sidewalks and areas that create stormwater runoff. Each time it rains, water can't soak into the soil and flows across these impervious surfaces, carrying with it anything that was on the ground. Unfortunately, the storm drainage system in this area of town is undersized and outdated. It simply can't handle all the runoff. Furthermore, it doesn't treat the water or remove trash, pet waste, debris or other pollutants before the pipes discharge into Cane Run and its tributaries. To compound the problem, failing sanitary sewers leak into the ground water and overflow during storm events.

The LFUCG Division of Water Quality established a Stormwater Quality Project Improvement Grant Program to support local initiatives to reduce the impacts of stormwater on our local waterways. Funding for this program comes from monthly stormwater utility fees paid by Fayette County property owners. The North Limestone Neighborhood Association was awarded a grant to identify and evaluate opportunities within a ¼ mile radius from the intersection of North Limestone and Loudoun Avenue. This study will assess various properties and develop proposals to improve water quality in Cane Run by implementing stormwater Best Management Practices (BMPs). Some strategies are to reduce impervious area, reduce or slow the volume of runoff, allow water to soak into the ground, to filter or treat urban pollutants as well as to capture rain for more productive uses. Most importantly, the goal of the project is to engage property owners and increase awareness of watershed issues. EcoGro will support this effort by providing technical information and professional services.

Site Assessment, Conceptual Plan and Conceptual Costs

A Site Assessment is the first step in the process of addressing stormwater issues. This is where we observe site conditions that influence stormwater and evaluate what type of BMP would be best suited for the property. Because nearly all of the project area is already developed, our recommendations for BMPs will address retrofitting existing buildings and lots. Future construction, remodeling or infrastructure upgrades would likely offer more possibilities. A water quality volume has been approximated for the existing impervious areas. This is the amount of runoff (in cubic feet) produced by each surface during a 1.6" rain event. The goal of the proposed BMPs is to treat the water quality volume. A Conceptual Plan is offered to illustrate how and where a BMP might be implemented on the property. Conceptual costs are also included to indicate a general idea for installing these practices. Cost figures are based on national averages and are based on general schematics and limited site-specific information. They do not represent a contractual quote.

Existing Conditions at Loudoun House

The Loudon house is one of Kentucky's architectural treasures. This unique structure has been listed on the national Register of Historic Places. It was designed by the renowned architect Alexander Jackson Davis and is one of the few remaining examples of his work in the Gothic Revival style. The building was constructed in 1850 for Francis Key Hunt, a graduate of Transylvania University and notable Lexingtonian. Since the 1920s, it has been owned and operated by the City of Lexington.

The Loudoun house is also an important building that still serves the community today. With several other attractions within Castlewood Park, the park is regularly used by numerous citizens. The Lexington Art League has been headquartered in the Loudoun house since 1984 and regularly hosts art shows and events. The Castlewood Neighborhood Association also meets regularly at the Loudoun House. Every summer, LFUCG Parks and Recreation hosts a summer camp with a special focus on therapeutic recreation for children with a variety of disabilities.

The Loudoun house has suffered on-going issues with water. Inherent with the Gothic Revival style, the roof line is segmented and each roof surface drains into one of many downspouts. One very unusual aspect of the building was the design of a half-tunnel that encircles the main foundation. The goal was to eliminate moisture, provided added structural stability and to offer thermal insulation. Due to the age and type of materials used in construction, the purpose of the half-tunnel is now obsolete and water is a routine struggle. To make the situation even worse, the copper downspout pipes have been stolen and roof runoff collects around the building perimeter without adequate drainage.

The neighborhoods surrounding Castlewood Park were built with inadequate stromwater infrastructure. In 1997, PEH Engineers were hired by LFUCG to study the existing storm system and provide measures to reduce flooding, reduce post-development peak discharges and improve water quality. As a result, LFUCG has undertaken several measures in the area to reduce flooding and improve the storm system. One of two measures proposed in the PEH study was to construct a stormwater basin in Castlewood Park along Bryan Ave. A site map providing an overview of the park is provided in Figure 1.



Figure 1: Castlewood Park site map.

Although many situations may merit stormwater BMPs, there are multiple factors that determine the feasibility of implementing these practices. The potential for future development, remodeling, repairs or upgrades to existing structures is certainly an opportunity to make improvements. Because of the historic designation of the property, there are no plans that would alter the form of the building. In addition, there are restrictions as to how close to the building modifications to the property can occur. Fortunately, the topography and ample size of the property allow for opportunities for stormwater Best Management Practices on-site. A 1997 regional stromwater study by PEH Engineers proposed the creation of a stormwater basin running along Bryan Avenue to detain runoff and help mitigate stormwater issues downstream. Drainage patterns and impermeable surface areas of the Loudoun house and parking lot north of the building are included as Figure 2.

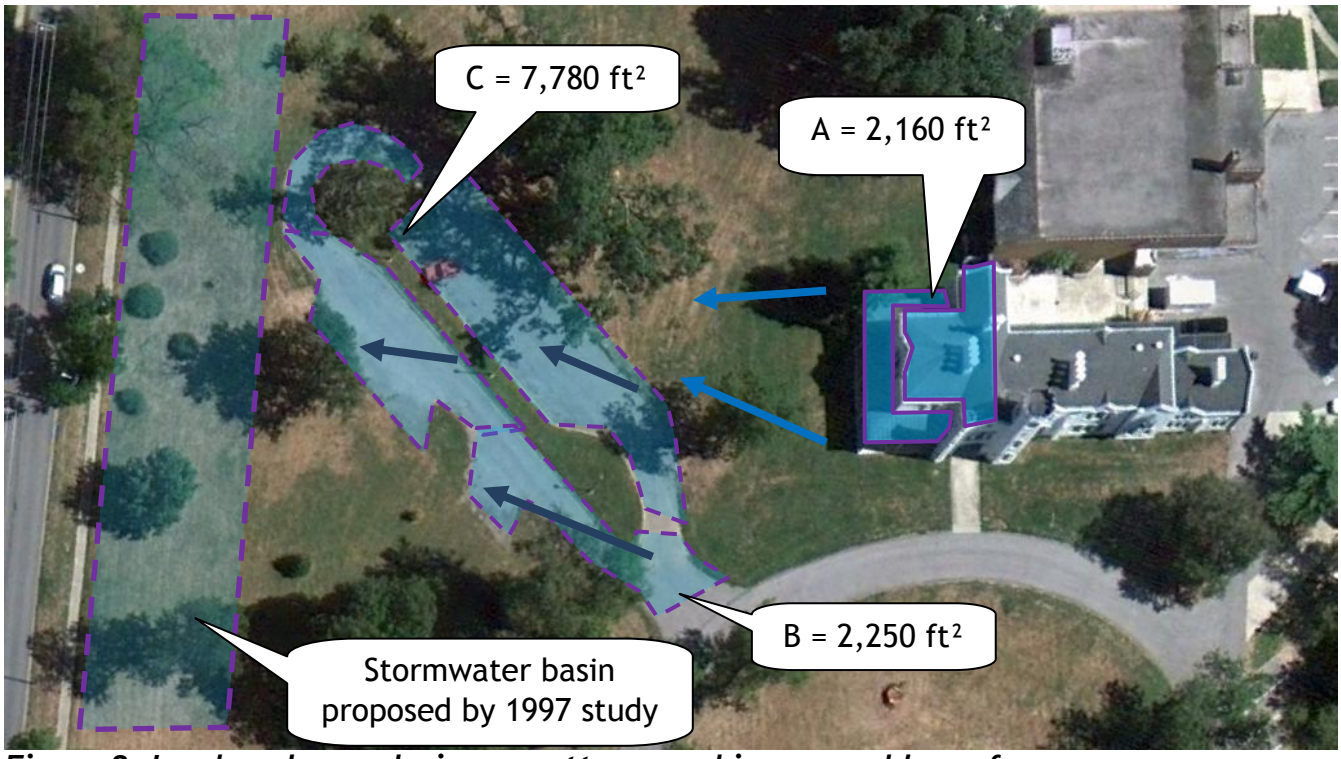


Figure 2: Loudoun house drainage patterns and impermeable surface areas.

Proposed Best Management Practices (BMPs)

Based on the site assessment, impervious areas, associated water quality volumes, potential opportunities or restrictions and potential pollutant types, a rain garden (or bio-retention system) has been identified as a feasible option for addressing water issues on the property. This practice could be installed in three areas. The first would be to treat roof runoff from the Loudoun house. The second would be to treat runoff from the upper portion of the parking lot adjacent to Bryan Avenue. The third rain garden would be to treat runoff from the lower portion of the parking lot adjacent to Bryan Avenue. Although much smaller than the detention basin proposed in the 1997 PEH Engineers study, a rain garden in this location could be built to match the proposed basin cross section dimensions. As a result, this feature could be used as a prototype for the remaining basin. If or when the remaining basin is constructed, this area would not need to be disturbed. All rain gardens could be planted to reflect the history of the site and ecology of the Bluegrass savannah. Plants would include a selection of native grasses and wildflowers that would be planted to recreate the natural landscape. These areas could be mowed once a year to eliminate the growth of undesired trees or shrubs. The following figure locates these basins. BMP descriptions and a table with cost estimates are included as attachments.

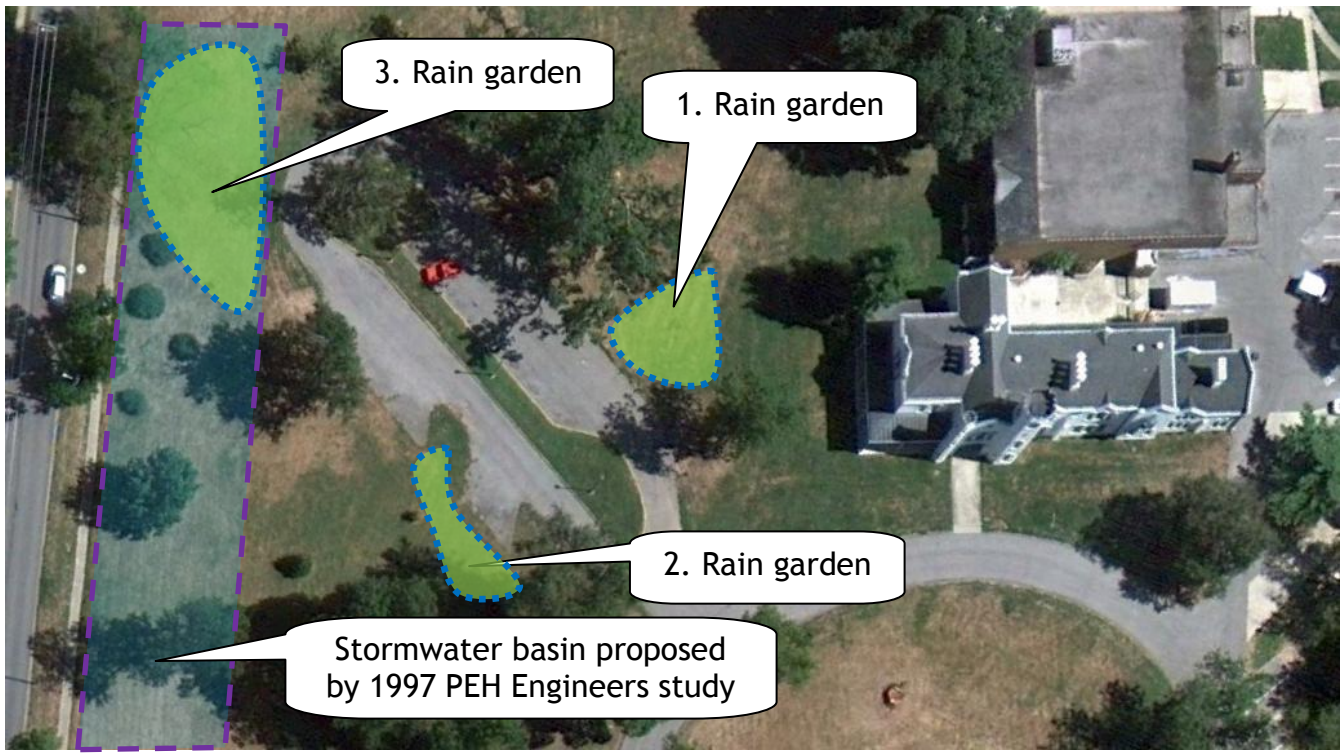


Figure 3: Proposed BMP locations.

Conclusion

If these practices were to be put in effect, the cumulative volume of water treated by the BMPs would equal an average of 307,000 gallons each year. The reduction of stormwater runoff would not only help improve water quality in Cane Run, but also help reduce pooling water on North Limestone, Loudoun Avenue and Bryan Road, as well as help alleviate an already overburdened storm drainage system.

Attachments

- BMP Descriptions
- BMP Tables
- Summary of notes from 1997 PEH Engineers stormwater study

BMP Descriptions

Bio-retention systems (Rain Garden)

Rain gardens are landscape features adapted to provide on-site treatment of stormwater runoff. They can be planted with a variety of attractive Kentucky native grasses, wildflowers, trees or shrubs. These basins reduce storm volume by capturing the runoff water and allowing it to slowly infiltrate into the soil profile. These BMPs are effective in removing sediments and nutrients in headwater portions of the watershed.

Infiltration systems

This BMP is a shallow impoundment which is designed to infiltrate stormwater into the soil. This practice is believed to have a high pollutant removal efficiency. These BMPs are usually designed as two-chambered stormwater practices; the first is a settling chamber, and the second is a filter bed filled with sand or another filtering media. Sand filters are a good option to achieve water quality goals in retrofit studies where space is limited because they consume very little surface space and have few site restrictions.

Underground Infiltration / Detention Chamber

These underground vaults are designed to hold stormwater runoff and allow it to slowly infiltrate into the soil. The largest advantage of these systems is that they allow continued use of the ground surface, instead of being converted to a stormwater basin.

Water quality unit

These units are connected to the existing storm drainage system. Hooded outlet structures on retention or detention basins, catch basin inserts and other filtration/separation structures allow trash and floatable objects to be captured. Floatable controls on gutter inlets limit the amount of floatable objects getting into the storm sewer system and ultimately into the streams. The removal of trash and debris will greatly improve the capacity, effectiveness, maintenance and life span of all downstream BMPs.

Green roof

Green roofs are systems where plants are grown in a thin layer of an engineered soil on top of a building or structure. This practice captures rain water that is used by the plants. In addition, some amount of rain water is stored on the roof and can drain slowly to reduce peak stormwater discharges.

Permeable Surfacing

Pervious mixtures of concrete or asphalt, permeable pavers or similar materials may be used to reduce and (to some extent treat) stormwater runoff. This type of surface is built upon an underlying stone drainage base that allows surface runoff to infiltrate into the soil or restores stream base flow conditions.

Rainwater harvesting system

A rain barrel or cistern would serve as an easy way for people to begin understanding water quality issues. Collecting rain water and implementing water resource strategies will provide a raised awareness of the role of water in the urban environment. These BMPs reduce the amount of runoff produced by the property by capturing rain water and holding it for non-potable uses (such as irrigation, washing vehicles, flushing toilets, etc.).

Stream corridor restoration and enhancement

The practice includes stabilizing eroded stream banks, creating natural stream channels and establishing a vegetated riparian buffer. It will capture sediment, nutrients, non-point source pollutants, and trash. In addition, this practice provides stability to stream banks, shade, cooler water and an increase in dissolved oxygen. This practice also improves wildlife habitat by providing food sources and cover.

Floodplain detention/retention

Often this practice is used in conjunction with stream restoration. However, floodplain detention/retention addresses the large volume of water associated with urban watersheds. Off-stream basins can be utilized in the floodplains to capture some of the storm surge and allow water to slowly soak in to recharge groundwater and increase base flow in the stream.

Urban Forestry

Since trees absorb water and increase infiltration, patches of forest and street trees can help provide some of the stormwater management required in an urban setting. Urban forests can act as natural stormwater management areas by filtering particulate matter, pollutants, some nutrients, sediments, and pesticides, as well as absorbing surface runoff water. A 2009 study by the USDA Center for Urban Forest Research states the most significant impact of an urban forestry program is a reduction in stormwater runoff and found that an average tree can intercept 2,380 gallons of rain per year.

Stormwater Planters

A stormwater planter is a water treatment device that can be built either above or below ground surface. It is essentially a 2'-3' deep box filled with plants and soil designed to accommodate stormwater runoff. There are two basic variations. Infiltration planters have an open bottom that allows water to soak into the ground. A flow-through planter has a closed bottom and water exits the planter through a pipe typically connected to the storm drain system. Both options provide filtration through plant root systems and engineered soils.



Condition Assessment Report for Castlewood Community Center Renovation

Lexington Fayette Urban County Government
Parks and Recreation Department

DRAFT

FITZSIMONS OFFICE of ARCHITECTURE, INC.
112 West Third St. Lexington, KY 40508-1700 fax 859●226●9283 tel 859●243●0838

Condition Assessment Report for the
Castlewood Community Center
LFUCG Park Department

Project Team
Purpose
Method

1.0 Executive Summary **3 pages**
- 1.1 Overview
- 1.2 Renovation Priorities
- 1.3 Recommendations

2.0 Condition Assessment Report **3 pages**
- 2.1 Background
- 2.2 Statement of Significance
- 2.3 Property Description
- 2.4 Building Description

3.0 Building Condition Assessment and Recommendations **8 pages**
- 3.1 Site
- 3.2 Structural System
- 3.3 Exterior Envelope
- 3.4 North Tower Original Main Entry
- 3.5 West ADA Ramp
- 3.6 Areaway to Basement
- 3.7 Basement Interior Finishes
- 3.8 First Floor Interior Finishes
- 3.9 Plumbing System
- 3.10 Mechanical Systems
- 3.11 Electrical System

4.0 Analysis and Compliance **1 page**
- 4.1 Hazardous Materials
- 4.2 Zoning Code Compliance
- 4.3 Building Code Compliance

5.0 Renovation Plan **2 pages**
- 5.1 Prioritized Work Deficiency
- 5.2 Exterior Envelope Repairs
- 5.3 Interior Finish Repairs
- 5.4 Renovation and Addition
- 5.5 Estimated Costs for Renovation Plan

6.0 Photographs and Illustrations **25 pages**

7.0 Appendices **7 pages**
- 7.1 Existing Building Plans
- 7.2 Schematic Design Plans

Castlewood Community Center Condition Assessment
Purpose



The purpose of this Report is to provide a condition assessment for Castlewood Community Center. The building was constructed in the 1930's as a community center adjacent to the Loudoun House which at the time housed offices for the Parks Department of the city of Lexington. The building is in good to fair condition. The building and site should be considered for major construction improvements.

The Report has six objectives:

1. Evaluate the condition of the building elements and character-defining features.
2. Determine the number and type of building code compliance issues present.
3. Review program and update space requirements for current occupancy demand.
4. Evaluate and determine site improvements for main public entry and additional parking.
5. Recommendations for renovation and alterations.
6. Construction Cost Estimate(s) for complete renovation/addition and potential phasing.

The Project Team for the Castlewood Community Center consisted of:



Assessment Professionals

Mr. Gregory Fitzsimons
Fitzsimons Office of Architecture
Mr. Mohammad Sheraji
Pyramid Structural Engineers
Ms. Cory Sharrad
STW Consulting Engineers
Mr. Robby Bottoms
STW Consulting Engineers

Lexington-Fayette Urban County Government
Parks Department
Tyrone Groves, Castlewood Center Director

Ed Chaney	Anthony Williams	Jacquelyn French
Penny Ebel	Michelle Kosieniak	Michael Johnson

Method

The building investigations included five site visits from March through September of 2016. The observations were all visual and no destructive measures were used. Areas of the building attic space were not accessed. Photographs were taken with a 16mp digital camera in .jpg format. The documents were produced with Microsoft Office, Correll Photo and Autocad. These files have also been converted to .pdf format for universal distribution.

1.0 Executive Summary

1.1 Overview

Castlewood Community Center is located adjacent to Loudoun House. Loudoun is one of the best examples of Gothic architecture in the country was completed in 1852. The buildings importance is taken for granted since it is readily available to the public and Gothic architecture is out of favor. Loudoun is almost an equal to Lyndhurst, the most visited National Trust for Historic Preservation property. Both structures were designed by Alexander Jackson Davis; one of America's first nationally prominent architects's who published books on his work with his landscape designer partner, Andrew Downing. The house was designed for Francis Key Hunt, a member of the prominent Hunt family. He moved his family from the Hunt-Morgan House to Loudoun.



The Community Center as designed with the main façade adapting the Gothic style for the gymnasium volume that defines the Center. Like many historic properties turning over in generations, Loudoun and Castlewood Park land were donated to city of Lexington as a resource to be protected and maintained. In the 1930s when the surrounding residential neighborhood was developed, Lexington's Parks Department had its office in Loudoun House.

A community center was constructed adjacent to the offices, providing a "modern" community center for the era. The building has been in operation since then with no major renovation. The current conditions are below the expectations of the public for a community center. The restrooms, doors and corridors are not ADA compliant. At peak occupancy Castlewood needs to be able to house one hundred children and staff in two programs simultaneously. If the Center was able to expand these after school and summer programs could serve more children and better serve Lexington.

Portions of the site are under the historic easement in place on Loudoun House. The Community Center, Loudoun and the other amenities in Castlewood Park could use more parking. With new site access from Bryant Avenue the public could be directed to the historic main entry from the parking.



The original com-munity center contained only the gym, stage and restrooms with showers. A multipurpose room with kitchen and storage was added thirty years later.

It is now fifty years after that and Castle-wood is ready for a full renovation. Considering the site the project could include an addition designed to hold the current maximum occupancy demands and consider future demands. This report includes an addition to meet the program needs, create a new public entrance and the renovation of the existing building.

The North Limestone area is a large residential mature neighborhood that is one of the affordable housing resources in Lexington. This evolving area and the large walking population can support

expanding Castlewood Community Center. Consider the North Limestone events like the “Night Market” and the LAL (Lexington Art League) “Fourth Friday” and how an enlarged Castlewood Center could be part of these locally grown community building happenings.

The schematic design included is based on the proposed program and occupancy requirements for the next twenty years. The cost for the renovation of the existing Castlewood Center, demolish the existing addition, and replace it with a larger addition would be $4.5 million dollars. The site improvements for a new entry and one hundred parking spaces is estimated to be $.5 million. The total project budget including construction, design fees and furnishings should be $5.5 million.



1.2 Rehabilitation Priorities

The roof system replacement has been planned for 2017 budget year which will go a long way to protecting the existing building. The electrical system should be considered for full replacement. Considering the overall condition of the building and its age a full renovation should be planned to repair all the building deficiencies noted in this report.

1.3 Recommendations

Critical Repairs One Year

- Replace roof on original building. If the full renovation and addition is with reach, the roof of the current addition could be left out since it will last for five to ten years.
- HVAC condensate from the roof top unit should be piped and directed off the roof to reduce exposure to moisture.

Two to Five Years

- The HVAC roof top unit next to the entry tower should have structure reinforcement installed to properly support the unit.
- The foundation of the entry tower should be repaired, the subgrade drainage system should be returned to working condition.
- Replace light fixtures with energy efficient bulb types.
- Renovate the restroom finishes and fixtures if building is not renovated.
- Renovate the computer lab into a multi-purpose room or other program related activity.



2.0 Condition Assessment Report

2.1 Background

There is not much information on the history of the Castlewood Community Center Building. Being located on the site with Loudoun House the Community Center is overlooked in most references. Based on limited research as well as history of architecture in Lexington the Castlewood Center and Charles Young Center are the only purpose built community centers.

2.2 Statement of Significance



The Castlewood Center is more than fifty years old. The addition was likely designed by a local architecture firm. It is possible that the firm of Frankel and Curtis could be responsible for the design. The firm designed the Wolf Wile Building, the old Herald Leader Building and Garth Elementary in Georgetown. They worked on many institutional structures in Lexington. The Castlewood Community was designed to mimic the gothic style of Loudoun but only on the public elevations.

2.3 Property Description

The Castlewood Community Center is located at the intersection of Castlewood Drive and Bryan Avenue within Castlewood Park. The site is accessed via a circular drive off of Castlewood Drive. The site remains from the original 56 acre tract which was part of the "The Meadows" his wife Julia's family farm. The site is characterized by large mature trees and rolling lawn area.

The openness provided by the park preserves the historic landscape and context within which Loudoun House was designed in the 19th century. A.J. Davis was partners with a horticulturist Andrew Jackson Downing therefore the site design, the circular drive and the outbuildings would have been planned with a professional eye.



The Castlewood Community Center is located adjacent to the Loudoun House and is accessed through a service court to the northeast. The proximity of the two buildings creates an interior courtyard that can be accessed from the Loudoun House and the service court.

Existing parking for the site is located in a paved lot northeast of the Center; in the service court northeast of the house and community center; and along the circular entrance drive adjacent to the existing dumpster. This is the direction most of the public approaches the Community Center.

Views of the east and north facades are the most important to the historic site. There is an easement for preserving site and view of Loudoun. The site to the north and east were used as service yards.

To the south of the Community Center and Loudoun House is an outbuilding described as the stable which is part of the historic outbuildings related to the original construction.

2.4 Building Description

In the 1930s a gymnasium was constructed at the rear of Loudoun House. Separated from the house by a small courtyard at the time of its construction, the brick gym reflects its significant neighbor in its own architecture. The "front" elevation of in the gym is a simple version of the Collegiate Gothic style, complete with battlement turret entrance brick entrance tower. Although always in the supporting role to Loudoun House the Community Center is a significant structure in its own right.

Loudoun House dominates the site and the Community center. That structure's significance is the backdrop for the community center. The first castellated Gothic Revival residence of its sophistication and scale built in Central Kentucky; Loudoun is an outstanding example of the type and one that is quite rare. While other charming Gothic "country houses" were built, Loudoun stood as "the largest and finest of its kind in Kentucky if not the South," according to architectural historian Clay Lancaster. Of national significance, Loudoun is one of only five remaining castellated Gothic villas remaining in the United States designed by New York architect Alexander Jackson Davis. Loudoun was listed on the National Register of Historic Places on February 6, 1973.



The plan of the community center original building revolved around the gym. The public used the space next to the gym floor as hallways to reach the bathrooms and stage. The addition connected to the original east exit door adding a hallway, intended to be a new rear public entrance, and large multi-purpose room. The plan is difficult for one to be able to manage the facility. The women's restroom is accessed from a narrow dark hallway. There is not visual connection between the game and class rooms with the gym. The original entry with the tower is not used as an entry on a regular basis. Using the rear entry allows for better security and control for the staff. The 3 ½' raised stage has been converted to the center office. There is a small stage stair for access.

There are two basketball goals. The gym is used by the local table tennis club. There is an enclosed storage room that houses ten tables and their equipment in the southwest corner of the gym.

The wood gym floor has been added over the original concrete floor. This presents a constant trip hazard. The users of the center would change is over almost any other aspect of the current building.



There is a small poured concrete basement under the stage area accessed from an exterior areaway on the south elevation.

The Community Center structure is a poured concrete foundation with concrete foundation walls supporting brick veneer, clay tile substrate exposed on the interior. The brick veneer is English bond. The primary façade has five bays and the extended castellated tower. One bay projects with the wall extending into a parapet which contains a false dormer behind.
This gabled parapet matches the south façade parapet used to terminate the slate roof section at the end of the building volume. There are ornamental limestone gothic-arched hoods on the north and east façade windows. Similar limestone is used to cap the brick parapet walls on the public facades.

On the main façade the masonry wall terminates at a small projecting eave that supports a gutter system. The roof system is a moderately sloped slate roof original to the building which is like a mansard roof in that it stops at a wood framed roof parapet wall to transition to the low slope main roof system over the gym area. The projecting entry tower has the original standing seam roof and flashing in place. There are six roof areas including the addition roof.



The main roof over the gym is original coal tar pitch with original flashing covered with flexiable flashing and coated. The roof slopes to the south on the main building and to the north and south on the addition. There are lower roof areas over the restroom of the same construction on the original building. The addition has a built-up roof system. Drainage is collected in gutters and downspouts. There is an underground drainage system from the original building which may or may not work correctly. Several downspouts are still connected to this system and others are not mostly on the south elevation.

The windows on the primary façade are cold rolled projecting steel single glazed ten lite original windows. Smaller windows were used on the tower. All of the tower windows have been removed and infilled with concrete block. Similar windows are used in the high walls on the south elevation on each side of the stage. The restrooms had two windows each. One of the men's restroom windows is now covered with the addition. All the original exterior door shave been replaced with hollow metal doors and frames.



3.0 Building Condition and Recommendations

3.1 Site

The site around the Community Center has not been improved since the addition was constructed. When Loudoun was renovated the courtyard was included. There is new paving, lighting and drainage from the area between the two. The original entry does not have any paving to access it. The grade does not drain away from the building on the north and east sides. Parking for daily events is all there is. Any event at Loudoun or the Center creates parking problems. The only parking area is some distance from the Center entry and there is no signage.

Recommendation:

The building and site are due for a full renovation which would include new site improvements such as the storm water runoff, ADA and general public access, protection from vehicle traffic and security upgrades. The site improvements should consider the entire park and how all the features can be served by bettering the access to the site. The schematic design includes a 100 space parking lot of Bryan Avenue with new entrance. There is a circle drive focuses on the original tower entry with walking services to encourage walking and biking. A new public main entrance is part of the planning for the building renovation and addition that would use the proposed walking routes.



3.1.1 Site Description

In 2002 the site around Loudoun House was improved with underground site drainage, foundation repairs, walks and the courtyard was rebuilt. As part of the most recent renovation, the circle drive was repaved, a parking area was added and the dumpster was permanently located with an enclosure. ADA access is fair with a non-compliant ramp at the rear entry door and a side entrance that is only used as an ADA entry.

3.1.2 Parking

Adequate parking exists on a day-to-day basis during normal operation; however, large event parking is scattered throughout the front portion of the site in open lawn areas. The renovation included curbs to discourage parking on the lawn areas around the circle. Unfortunately the public will still use the circle and park partially on the grass during even moderate sized events.

Recommendation:

Consider adding a parking area to serve the entire park which contains an aquatic center, tennis courts, baseball field, community gardens and other adenoiditis. The community should be considered when an area of green space is converted to parking. Historic preservation review agencies will need to be consulted. ADA parking should be considered with new route into the building. Use attendants during large events to direct parking.

3.1.3 Service Access

The service court located to the northeast of the house and community center serves as the main entrance for the community center building. This creates vehicular congestion in the service court and confusion for first time visitors to the community center.

Recommendation:
As part of a community center wide renovation the rear entrance and service side of the building should have a new design including signage and improvements to identify the entrances to the building.

3.1.4 Walks
There is currently no pedestrian connection from the existing parking lot to the main entrance of the Community Center. Vandalism of existing facilities is a concern on the site.
Recommendation:
Encourage walking by providing walks to connect all site features. The main entrance to the community center should be relocated to the east corner of the building, the tower location, with pedestrian access being provided to the existing parking lot to the northwest and a proposed new parking area on Bryan Avenue. Encouraging more traffic in the park, at Loudoun and at the Community Center is the best way to reduce vandalism.

3.1.5 Drainage
Drainage problems currently exist along Bryan Avenue, which are being repaired as part of the larger water management project in Lexington.
Recommendation:
Drainage improvements would be part of the design for the parking, walks, renovation and addition for Castlewood Center.

3.2 Structural System
The structural system of the Center would be considered in good condition but for the exception of the tower foundation and masonry walls put it in the fair condition category.



3.2.1 Foundation
The tower foundation has rotated enough to cause structural cracks through the brick veneer and substrate. Water damage from the roof has contributed to the masonry problems. The location of the HVAC unit and how it is supported has affected the structure of the tower and area over the gym entry.
Recommendation:
Design the structural repairs required to correct the tower foundation. Consider a new location for the roof top HVAC unit. Improve the site drainage away from the building. Replace or repair the roof to control roof water on the masonry walls. Addition will have a new foundation.

3.2.2 Masonry Bearing Walls
The exterior and interior masonry walls are bearing. The exterior walls are brick vereer over clay tile. Interior walls are clay tile. The brick veneer is not tied to the substrate masonry with masonry ties. There areas with water has damaged the masonry joints structural integrity.
Recommendation:
Complete rehabilitation of exterior brick and concrete block walls. 100% repointing is recommended. Repoint entire exterior brick and stone masonry.

3.2.3 Roof Framing Systems

The roof is framed with large long span metal trusses which dominate the interior. The roof deck is solid wood boards. The HVAC unit was installed on the existing structure with some modifications. The addition has smaller metal bar joists with a tectum roof deck.

Recommendation:

Investigate the HVAC structural requirements and verify existing structure is adequate. Reinforce the roof structure as determined.

3.3 Exterior Envelope

The exterior envelope overall is in fair condition with the repairs undertaken by Parks Department to keep the building water tight. Due to the age the exterior is ready for a complete rehabilitation.

3.3.1 Masonry Walls

The brick walls are sixty years old and require some tuckpointing and repointing as much due to the age as water damage. There are structural cracks that should be investigated further although the causes are fairly obvious. The roof parapets are in need of repairs with the roof replacement.

Recommendation:

Repair damage masonry, repoint exterior walls, control roof drainage from running down masonry walls. The ornamental stone should be cleaned and repointed with other masonry areas.

3.3.2 Roof and Drainage System



The roof on the original section is in fair to poor condition. The field area and the flashing have been repaired several times. The HVAC unit drains water onto the roof which does not reach the roof edge to drain. The original flashing has not been removed but covered to make repairs in the past. There are limited gutters some of which share downspouts with adjacent roof areas. The slate roof has deteriorated due to lack of expose to the sun to dry out the slate, dense tree canopy and lack of ventilation.

Recommendation:

Consider replacing the roof system with new systems. The sheet metal roof on the tower may be able to be preserved. The slate should be removed and replaced with slate if the budget can afford the cost. Asphalt shingles can simulate slate.

3.3.3 Exterior Doors

The exterior doors are hollow metal doors and frames which replaced the original. The doors are in fair. They receive heavy use. They are replacement installation so they have retrofit anchors which are not as good as original installation details for modern hollow metal systems.

Recommendation:

The exterior doors and hardware would be replaced as part of the building renovation.

3.3.4 Exterior Windows

The exterior windows on the original building were cold-rolled steel windows, single glazed, currently covered with metal grilles.

Recommendations:

The exterior original metal windows can be restored and storm sashes installed for energy conservation. The missing windows in the tower can be new cold rolled steel insulated units to match the original.

3.4 North Tower Original Main Entry

The original entry is defined by a tower. This entry is no longer used on a day-to-day basis. The tower has foundation problems. The windows have been removed and infilled.

Recommendations:

A renovation and addition should draw renewed attention to the tower and encourage the use of the main architectural feature. Lighting at night could be a feature for the renovated façade. ADA access should be directed to the main entry with associated path to parking.

3.5 West ADA Entry

To the west is a projecting exit vestibule that is an air lock that is the designated ADA entry. This is the only use. It is not used as a regular entry.

Recommendations:

ADA entry should be directed to the main entry with a secondary means of egress for ADA using this vestibule.

3.6 Area Way to Basement

Access to the basement is by a concrete areaway with stairs cover with a metal bi-fold hatch. Access is difficult for the staff. There is mechanical equipment and the hot water heater in the basement that need regular access.

Recommendations: Consider creating interior stairs to reach the basement for future use as mechanical space.



3.7 Interior Finishes

The interior finishes are durable exposed clay tile masonry walls, concrete floors, plaster ceiling in the original building and tectum ceiling in the addition. The addition as has basic institutional finishes.

3.7.1 Basement Floor

Basement floor is concrete and in good condition for reuse as mechanical space.

Recommendations:

Verify floor drains work and modify the space per the renovation plans.



3.7.2 Basement Walls

Basement walls are poured concrete and serviceable for reuse in the proposed mechanical room.

Recommendations:

The walls could be painted to improve the finished space and improve future maintenance of the space.

3.7.3 Basement Ceilings

The original ceiling is unfinished with the structure for the stage exposed. The structure is mostly poured concrete with steel and wood framing infilling between bearing.

Recommendations:

The ceiling would have to be fire rated for the proposed mechanical room use. A sprinkler system will also assist in providing fire protection.

3.8 First Floor Interior Finishes

The interior finishes are mostly original although painted to improve the appeal. The interior reflects the use as a community center. Blue and white paint scheme dominates the interiors. The entire interior is in need of a renovation. The original interior used the exposed clay tile finish and color. The restrooms are in their original locations with the fixtures relocated to create ADA stalls. The former stage has been enclosed for offices and mechanical equipment. The ceilings in the original building are suspended plaster. The addition finishes are similar with the ceiling being painted exposed tectum roof deck.

3.8.1 First Floor Floors



The original floor is concrete with a wood gym floor addition on top in the gym. There is quarry tile in the restrooms. The office on the stage, multi-purpose room and the kitchen have vinyl tile. The computer classroom has ceramic tile.

Recommendations:

The wood gym floor could be removed and recessed into the existing concrete floor or the surrounding floor level could be brought up to the wood floor level. The condition and improvements to the all the floors will be part of the renovation and addition. The floor materials should be durable with finish concrete an affordable choice for the addition.

3.8.2 First Floor Wall Base

Vinyl base has been installed along the gym walls that could the floor, otherwise there is no base the masonry walls contact the floor with not trim. The glazed tile was the base. Restrooms have quarry tile base. Vinyl base is used in some of the storage and office areas.

Recommendations:

The base will be replaced to coordinate with the other interior finishes for the renovation. The addition should have durable, institutional finishes such as exposed masonry, concrete, tile and terrazzo.



3.8.3 First Floor Walls

The interior walls are exposed clay tile that has been painted with a few wood framed walls at the former stage. The walls are in good condition although the painting of the clay tile is not a good idea. The paint does not bond well. Mechanical and electrical items have been surface mounted as the systems are modified.

Recommendations: The walls would be refinished as part of the building wide renovation and addition.

3.8.4 First Floor Ceilings

A plaster ceiling is suspended from the roof structure in most of the original building. In the addition there is the exposed tectum decking. In the classroom the ceiling and top part of the wall is painted black.

Recommendations: The original plaster ceilings should be maintained with the rest of the historic finishes. The addition ceiling would be replaced with a new addition.

3.8.5 Restrooms



The restrooms are in the original location. Fixtures have been modified for ADA access. The men's restroom has a shower that is not used. The floors are ceramic tile.

Recommendations:

The rest rooms would most likely be moved and or significantly altered as part of the renovation. The new rest rooms should be design and constructed with finishes that match the heavy use yet give the Center a new esthetic.

3.9 Plumbing System

The domestic water service enters the building in the basement and continues thru a backflow device into a Rheem electric water heater. An additional Lochinvar electric water heater is located in the storage room adjacent to the kitchen area. The restrooms in the building have original plumbing fixtures and do not appear to be handicap accessible throughout. An attempt has been made to replace some fixtures with ADA accessible fixtures, but they do not provide the proper clearances in the space. These existing plumbing fixtures appear to be in fair condition throughout the building; however, to accommodate new handicap restroom layouts, the fixtures will need to be replaced. The plumbing piping throughout the building appears to be original to the building.



Recommendation:

Replace interior domestic water and sanitary sewer plumbing piping with new piping throughout the building. Install new plumbing fixtures throughout the building where necessary to accommodate changes to the layout of the renovated spaces. Install new domestic water and sanitary sewer piping for the new addition spaces.

3.9.1 Fire Protection System

There is no sprinkler system installed in this building.

Recommendation:

Provide a new sprinkler system for this building to meet NFPA 13. The new sprinkler piping and sprinkler heads would be installed in the renovated spaces as well as the new addition spaces.

3.10 Mechanical System



The building is heated and cooled by a combination of rooftop unit and split systems. The rooftop unit sits above the gym space and ductwork extends down into that space. The rooftop unit is approximately 18 years old and has vibration issues that cause it to be out of balance and belts to break on a regular basis. There are also two large (Big Ass Fan) fans in the gym area for added circulation of air. The remaining areas of the building are served by split systems that connect gas-fired air handling units to condensing units on the roof. These air handling units are located throughout the building serving the different areas. The entire system is functioning, however, the system components have either reached or are soon to reach the end of their life cycles.

Recommendation:
Replace all components of the existing HVAC systems with a new, more energy efficient HVAC system. Consideration should be given to a WSHP system connected to a geothermal wellfield. There is plenty of space on this site to accommodate a wellfield. Another option would be to utilize the WSHP system with a boiler/cooling tower if there is not enough first cost to afford the wellfield. Additional systems to be considered for this building would be a Variable Refrigerant Flow (VRF) system or Split Systems. The VRF system does not require any ductwork distribution and refrigerant piping would be routed and concealed throughout the building to cassette units in each space. The split system option could be considered for economic reasons as this system would be the lowest first cost system. The best option for the gymnasium area would be a new rooftop unit that is either gas-fired or electric depending on the system type chosen for the building. The new HVAC systems would be installed in the renovated spaces as well as the new addition spaces.

3.11 Electrical Systems

There are two electrical services for the building. The first service is a single phase service and feeds the majority of the building. The service begins at a Kentucky Utilities service pole with an overhead transformer. The service enters the building overhead on the south side of the building.

Recommendation:
The electrical service should be combined into a single service to support the building. Once the new service is sized, the utility pad mounted three phase transformer can be resized to support the entire building and the single phase service can be removed.

3.11.1 Load Centers



The electric system is not centralized with loadcenters and panelbords in one electrical room. The main electrical distribution is located on the raised platform area in the gymnasium and consists of two panelboards that that feed existing branch loadcenters and panelboards in various locations of the building. One panelboard is very old and the other seems to have been added recently. The installation of the existing main distribution panels is very congested and may not fully comply with current national electrical codes for safety clearances. Code states that there must be a minimum of 3 feet of clear working space in front of electrical panels, for the safety of an electrician working on the panel. The various existing residential-type loadcenters and commercial panelboards that the main distribution panels feed are in fair condition. The second service originates at a Kentucky Utilities pad mounted transformer at the northeast corner of the building. This service is a three phase service that supports a recent HVAC upgrade in the gymnasium. The main distribution for this service is a safety switch on the wall in the gymnasium that extends up to a roof mounted HVAC unit.

Recommendation:
The main electrical distribution panels associated with the single phase service can be converted to three phase type and all of the branch load centers should be replaced and relocated to such a place that they have code-required safety clearances for maintenance personnel to safely work on the panels if needed.

3.11.2 Wiring

Much of the wiring that is concealed throughout the building is very old, and in areas where it could be observed, the wiring insulation is in poor, unsafe condition. Conduit and wire installation and support methods in many instances do not meet electrical code. The newer wiring appears to mostly be routed in carefully concealed conduit and surface mounted raceway/wiremold.

Recommendation:
The condition of the old wiring in the building is a concern. Fire in institutional buildings is most often caused by an electrical problem. Community centers used by various groups are subject to modifications to the electric systems which can compromise the safety of the entire system. All old electrical wiring that does not meet current industry standard requirements and codes should be completely removed and replaced with new wiring. All old, ungrounded type receptacles should be replaced with new code-approved tamper proof type receptacles.

3.11.3 Lighting

The lighting in the building is mostly T12 fluorescent fixtures. The fluorescent fixtures range from poor to fair condition, with the exception of the gym, which appear to be in good condition. The exit and emergency lighting locations and light levels are adequate, and in fair condition, but some are not mounted/supported to electrical code requirements.
Light switches are standard toggle-type switches. Switches are mostly in fair condition. Receptacles range from very old, ungrounded, simplex-type to more contemporary grounded, 3-prong duplex-type. They range from poor to good condition.
Recommendation:
All T12 type fluorescent light fixtures should be replaced with newer LED type light fixtures. In addition to being an energy and maintenance savings means, this is recommended because T12 fluorescent lamps and ballasts are no longer being manufactured, and will no longer be available once supplier stocks run out.

3.11.4 Fire Alarm and Communications

The fire alarm system is a fairly new system with spare zones available.
Recommendation:
Existing fire alarm system should be replaced to support the new fire suppression system.

3.11.5 Communications

The communications systems include a land line phone, cable system connection, local area data network with router and wireless network. The former computer classroom wiring and network has been disrupted and contains dated technology. The systems meet the current needs but do not allow for much improvement.
Recommendation:
Communication systems are part of the support for the community center program. The renovation plan would include all new communications systems.



4.0 Analysis and Compliance

4.1 Hazardous Materials

LFUCG manages the hazardous materials monitoring with dedicated staff. LFUCG takes all necessary precautions to maintain the building and the finishes within the established codes. The building was constructed in the 1930s therefore the original painted surfaces will most likely contain lead. The plaster may contain asbestos. The may be other sources for asbestos such as piping insulation concealed in the walls. Currently all lead based paint is encapsulated. With the age of the building it is possible for the encapsulated lead to escape in the form of dust. LFUCG strives to maintain safe conditions with the historic properties it manages.

Recommendations:

The renovation would address the proper management of any hazardous materials.

4.2 Zoning Compliance

Castlewood Community Center is part of the National Register Property, Loudoun House. Any proposed changes to the site and building would require review and approval by LFUCG Historic Preservation Office, State Historic Preservation Office and potentially the National Park Service. As a government facility zoning compliance is not a requirement. LFUCG strives to comply with the intent of the zoning ordinances.

4.3 Building Code Compliance

The building was constructed and renovated when building codes were not part of the building process. Building materials, construction details and structural design do not meet current codes.

All of the buildings utility systems, plumbing, heating and air conditioning (HVAC) and electrical, have significant code deficiencies. Some of the deficiencies are difficult to overcome within the existing conditions.

Recommendations: The major renovation and addition of an ADA compliant entry would address the code issues during design. The costs for code compliance include replacing the plumbing, HVAC, electrical, and structural systems.

5.0 Renovation Plan

5.1 Prioritized Work Deficiency

The Community Center is in need of and deserves a full renovation. The addition would be better removed and replaced with a new addition to meet the current and future needs for the Castlewood neighborhood. As the future direction is determined the existing original building should be maintained with a complete renovation in mind.

The most critical building condition for the Castlewood Center is the roof which has been repaired several times and has leaked in a manor to damage the interior finishes. Funds have been approved for the 2017 budget cycle for a roof replacement project.

There are plans in place to replace the exterior windows not replaced when the basement windows were replaced. For the next three to five years there are no building systems that should require significant work other than scheduled maintenance. That said any given building system could develop an issue not foreseen by this report due to age or covered condition.

The electrical system interior wiring and light upgrade should be planned as soon as possible. The condition of the wiring presents the most likely cause for a fire.

5.2 Exterior Envelope Repairs

1. The entry tower requires structural repairs.
2. The exterior doors and hardware need to repaired as part of a regular maintenance schedule.
3. Site drainage may be able to be improved with some research of the existing conditions, monitoring during rains looking for small improvements that improves the control of the water runoff away for the north and east elevation.

5.3 Interior Repairs

1. The interior finishes would be replaced as part of the larger renovation. Existing finishes should be maintained until the larger project is funded.
2. The restrooms finishes show ware easily and require regular maintenance.
3. Plan for the repairs to the electrical system based on replacing all wiring not in conduit and non-code compliant devices.

5.4 Renovation and Addition.

Castlewood Community Center complements the other activities in Castlewood Park. Loudoun, the aquatic center, the tennis courts and other amenities create a critical mass that each activity builds on the other activities. The surrounding neighborhood generates the demand and potential lifelong clients for the Center. Castlewood can be reached by walking or biking by a large population. The existing building should be renovated to preserve the historic resource. The existing addition should be removed and replaced with a new addition to full fill the community needs.

5.5 Estimated Cost of Renovation Plan

Castlewood Community Center

Existing Area Summary			
Original building area	9,260	sf	
Later Addition (to be demolished)	2,220	sf	
Basement	510	sf	
Area Total	11,990	sf	
Renovation			
1st floor & Basement	9,770	sf	
New Addition	11,400	sf	
Area Total	21,170	sf	
Gym wood floor area	3,860	sf	
Construction Cost Summary			
Site		$	95,920
Architecture		$	979,355
Structural		$	107,470
Mechanical		$	407,660
Electrical		$	143,880
Building Renovation		$	1,734,285
Addition (demo existing add 11,400sf)	+	$	2,793,000
Site Added Access & Parking 101 spaces	+	$	454,500
Total Construction Cost		$	4,981,785

Division of Construction	SF Cost	Est. Cost
Div 1 - General Requirements	$ 42.00	$ 410,340
Div 2 - Demolition	$ 4.00	$ 39,080
Div 3 - Concrete	$ 1.50	$ 14,655
Div 4 - Masonry	$ 7.50	$ 73,275
Div 5 - Metals	$ 2.00	$ 19,540
Div 6 - Carpentry, Wood	$ 5.50	$ 53,735
Div 7 - Thermal/Moisture Protection	$ 20.00	$ 195,400
Div 8 - Doors, Frames, Hardware	$ 11.00	$ 107,470
Div 9 - Finishes, painting	$ 6.00	$ 58,620
wood gym floor	$ 12.00	$ 46,320
Div 10 - Specialties	$ 7.00	$ 68,390
Div 23 - Fire Protection	$ 4.00	$ 47,960
Div 23 - Plumbing	$ 8.00	$ 95,920
Div 23 - HVAC	$ 22.00	$ 263,780
Div 26 - Electric, power, lighting, fire alarm,	$ 12.00	$ 143,880
Div 31 - Site/Earthwork	$ 8.00	$ 95,920
Subtotal Existing Building Renovation	$ 172.50	$ 1,734,285
Addition @ 11,400 sf (@ square foot cost)	$ 245.00	$ 2,793,000
Subtotal Building & Addition Const. Cost		$ 4,527,285
Div 31- Parking 101 spaces (per space)		
Subtotal Site Parking & Access	$ 4,500.00	$ 454,500
Total Building & Site Parking Const. Cost		$ 4,981,785

North Elevation

Castlewood Community Center was designed as a sympathetic building on the site of Loudoun House. Loudoun House was constructed in 1850 as a Gothic Revival residence designed by Alexander Jackson Davis and New York architect for Francis Key Hunt and his wife. Loudoun is very similar to Lyndhurst, on the Hudson River, the most visited National Park Service site.



The Community Center was built in 1930's after the city of Lexington now LFUCG, acquired the site as a donation. The design compliments the original building although some would say it infringes on one of most important sites in Kentucky. This is the entry elevation which is not used except as an exit. An addition to the left was constructed ca. 1960.

East Elevation

The original building with the entry tower to the right. The addition is to the left. The masonry at the tower has been repaired in the past. The high windows have been infilled with concrete masonry units. Electric meter is on this elevation.



Southeast Elevation
The addition contains an entrance, multi-purpose game room, classroom and a garage. The original building has the gymnasium, office (former stage) and restrooms. There is a limited area basement under the former stage area. It is accessed by an areaway.



South Elevation
Original building on the left, addition to the right. This is the public entrance by the building sign. Gutters have been modified. Areaway to the basement is green metal cover between the yellow bollards. The paved area is the parking for the center which is limited and shared with the Lexington Art League.



Southwest Elevation
Loudoun House porch and ADA entry on the left. Main public entry is from this direction. Limited signage on the exterior. ADA entrance at grade is to the left, with the sign, using a projecting secondary exit. There is a short non-compliant concrete ramp at the entry door.



North Elevation
Loudoun House bay window to the right. Community Center was designed to compliment the Gothic style Loudoun House. All windows have been covered with metal security grills. The roof is original slate with copper flashing. There is ornamental stone work for parapet caps and windows hoods. This elevation does not see sunlight and collects debris organic growth. The tower has settled creatingt the need for structural repairs.





Entry Tower
Note structural crack following the door frame, up through the window to the roof structure. Windows have been infilled with concrete block.

East Elevation
The tower transition has been repaired with a miss-matched brick. This area needs to be repaired again. Discolored area of masonry are caused by water wicking up from grade. The grade does not drain away and water ponds in this area. Windows should be replaced.





Northeast Corner of Tower
Downspout enters underground drainage system. Foundation of the tower is likely receiving enough moisture to cause it to move, allowing the tower to tilt out. The window treatments detract from the exterior appearance. Masonry needs to be repaired and cleaned. The finish grade should be reworked to direct water away from the building. Underground drainage system should be tested.



South Elevation
This is the public entry. Only indication is the sign by the door. This was intended to be the back door originally but it is next to the parking and has become the entry. Also this door is easier for one person to monitor on the inside. Downspouts, HVAC units, gas line, exterior lighting have been modified and are exposed. The non-compliant ramp reaches from grade to entry door.

Southwest Elevation
First view most visitor see of the Community Center. This mural is scheduled to be replaced with a new design in October of 2016. While murals can be an addition to public spaces this mural or any mural should not have been installed on an unpainted historic structure.



South Elevation
Addition with entry double doors and garage to the right. The double doors were intended to be the modern entry, but under the current program it is not used.



East Elevation
The addition with the garage to the left and the multi-purpose room to the right. There is a basketball court outside the addition. Drainage could be improved to the north and east.



Bird's View from South



View of roof shows areas holding water, areas that have been repaired, and the location of the roof top HVAC units.



Roof View
There are seven roof areas, including a section of slate and standing seam sheet metal on the original building. The location of the HVAC units contributes to the structural issues of the tower. HVAC units contributes to ponding water.



Roof Looking East
The flashing has been repaired, covered with aluminium foil faced flexible flashing. Roofing may be the original coal-tar pitch system.

Roof View to the North
The sheet metal covered wood frame parapet forms the back of the sloped slate roof area.



Roof View to the North
Clay tile coping on the majority parapet walls. Stone is on major elevation parapets.



Roof View to the East
Chimney is no longer needed for HVAC system.



Roof View Lower Section
Area is over the rest rooms in the original building.



Roof View of Lower Roof Section
Roof area over men's rest room. This roof holds water noted by the dark stained area.



Roof View of Tower
Original standing sheet metal roof and flashing is in place. Sections of the parapet walls have been repaired.



Roof View to the East
Sheet metal covered parapet wall creates the attic under the slate roof section. The HVAC unit is a source of water when units are running.



Roof View to the West
End of the wood/sheet metal parapet with exterior masonry wall. The roof details have been repaired several times.



Roof View to the North
The slate roof area needs to be replaced. The flashing has been poorly repaired in the past.



Roof View to the East
The parapet wall has been repaired with aluminium foil covered flashing along this elevation. The roof area back eight feet has been repaired. Moisture from HVAC unit is contributing to this damage.





Roof View to the East
The wood frame sheet metal parapet connects to masonry parapet create difficult roof construction details. This is why this area has been repaired many times.

Roof View to the East
Addition roof area is a multi-layer built up asphalt roof with gravel surface and clay tile coping. The flashing is elastomeric and covered with aluminium coating. HVAC units contributes to ponding water.



Roof View to the North
Addition roof has a high point near the center that slopes to the north and to the south with gutters. Exhaust vents were used before HVAC.



Roof View to the North
Main roof area with HVAC unit condensate drain water collecting on the roof, damaging the roof and insulation.



Interior View South
This is the view from the original tower main entry. The large trusses provide an open ceiling and airy interior even without windows.



Interior View East
The wood gym floor is raised six inches and creates a safety issue. The public enters from the right, next to the former stage.



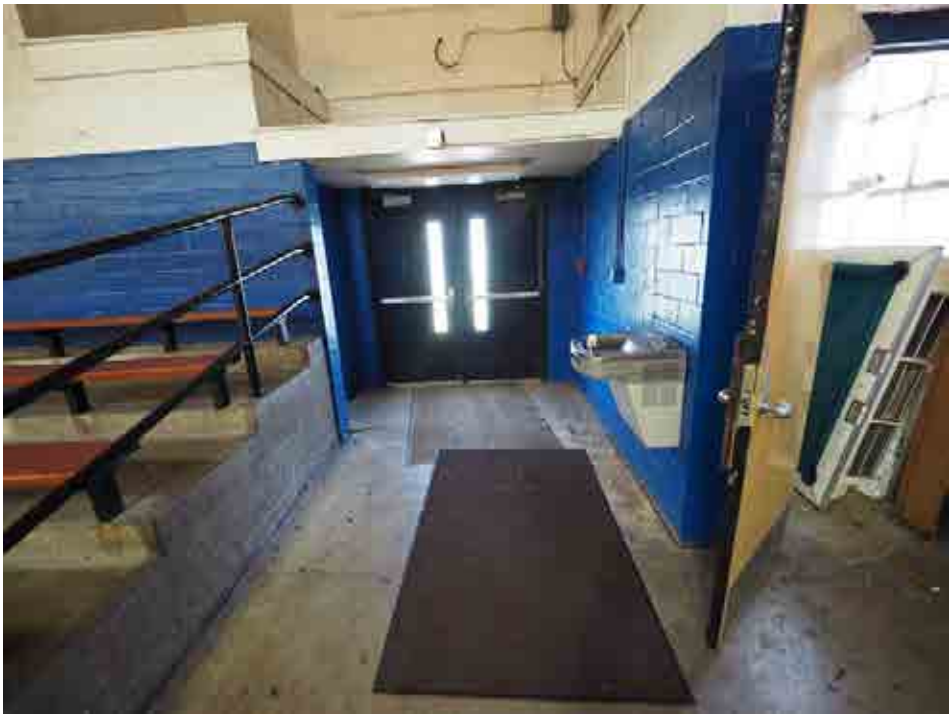
Interior View South
The enclosed stage is in the center. The only windows are covered with shades to control glare.



Interior View North
The original entry is to the right. The windows are covered with shades. The HVAC ductwork is within the trusses.



Interior View Origin Entry
This area has been modified to support the roof top unit and allow the ductwork from the roof top unit. Former concession stand is storage.



Interior View South
Current public entry corridor is dark, not very inviting. Ceiling has been repaired.



Interior View South
Double door entry in addition was intended to be main entry, but is not used for security and control reasons. Finishes are dated. Lighting not efficient.





Interior View South
This is the corridor to the women's restroom. Lighting is poor. Dark paint color is not attractive. Corridor is too narrow, does not meet the building code requirements. Surface mounted electric present an obstruction.

Interior View Northeast
The multi-purpose game room, vinyl tile floor, base; painted cmu walls, tectum deck painted ceiling with metal bar joists. Storage for tables and chairs is an issue. This is a small kitchen to the right at the end of table tennis table.



Interior View Southeast
Computer Classroom original design is dated for the current use interest level. Technology and programing will determine how best to adapt the existing to a new configuration. A drywall partition divides the original larger game room.



Interior View Northeast
Small kitchen with residential cabinets and appliances adjacent to game room.





Interior View East
Enclosed former stage is used for Center office and storage. The electric panel, fire alarm and HVAC units are located here. The windows provide some ability to monitor center activities but not the entrance. Ductwork, conduit and wiring are exposed with the systems being modified and repaired.

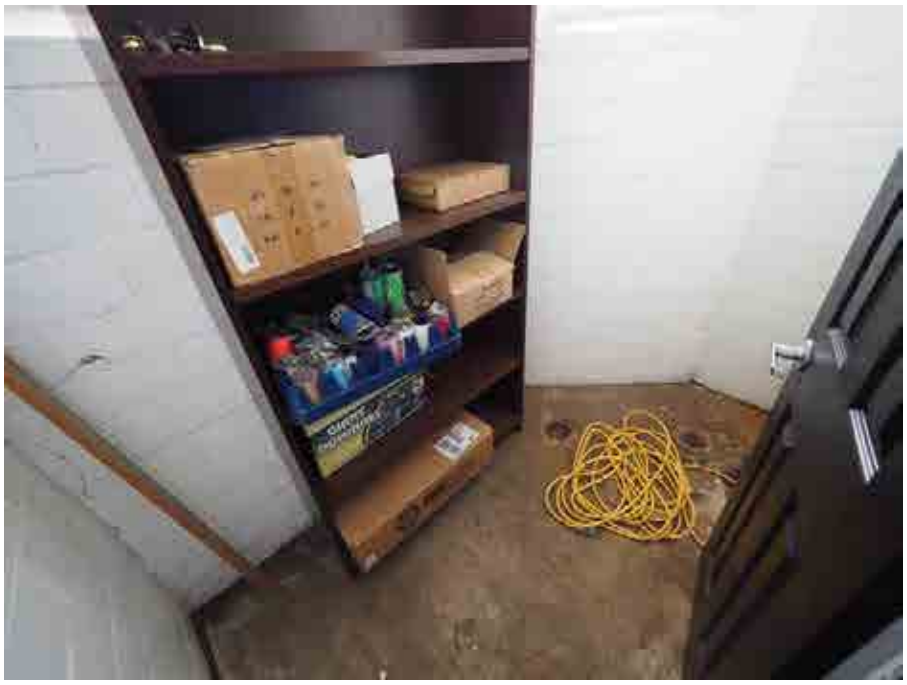


Interior View West
Former stage showing electric and fire alarm panel locations. More clearance in front of the panels is required. Storage is a safety hazard.

Interior View East
Store room next to kitchen contains HVAC unit and cleaning supplies which is not good practice. Wall mounted water heater in the corner.



Interior View North
Former original rest room is located in the tower next to the entry, now used as a store room.



Interior View to West
Garage interior is painted with a HVAC unit which serves the classroom. Equipment is rarely stored in the garage.



Basement West View
Areaway stairs on the left, water heater and HVAC unit located here.
Basement is under the stage, has tall ceiling that reaches above finished floor.



Basement East View
Return air ducts connect under the stage with openings into the gym. Poured concrete walls with concrete floor the basement can be included in renovation plans with improved access.



Interior View Mens Rest Room North
The finishes, fixtures and partitions are all dated. The ceiling is low, piping is exposed. The showers are not used. Stall modified to be as ADA compliant as possible. Dimensions of rest room are not ADA compliant.



Interior View Womens Rest Room North
Being public rest room there is heavy use at times and some abuse. There have been many repairs and replacement of finishes. One water closet has been removed to make an ADA stall.





1 CASTLEWOOD COMMUNITY CENTER
NTS

Castlewood Community Center
LFUCG Parks and Recreation

DRAWINGS

COVER SITE IMAGE
EX1 EXISTING FLOOR PLANS
EX2 EXISTING ELEVATIONS
A1 SCHEMATIC FLOOR PLANS
A2 SCHEMATIC ELEVATIONS

FITZSIMONS OFFICE of ARCHITECTURE, INC.
112 West Third Street Lexington, KY 40508
Tel 859-243-0838 Fax 859-226-9263

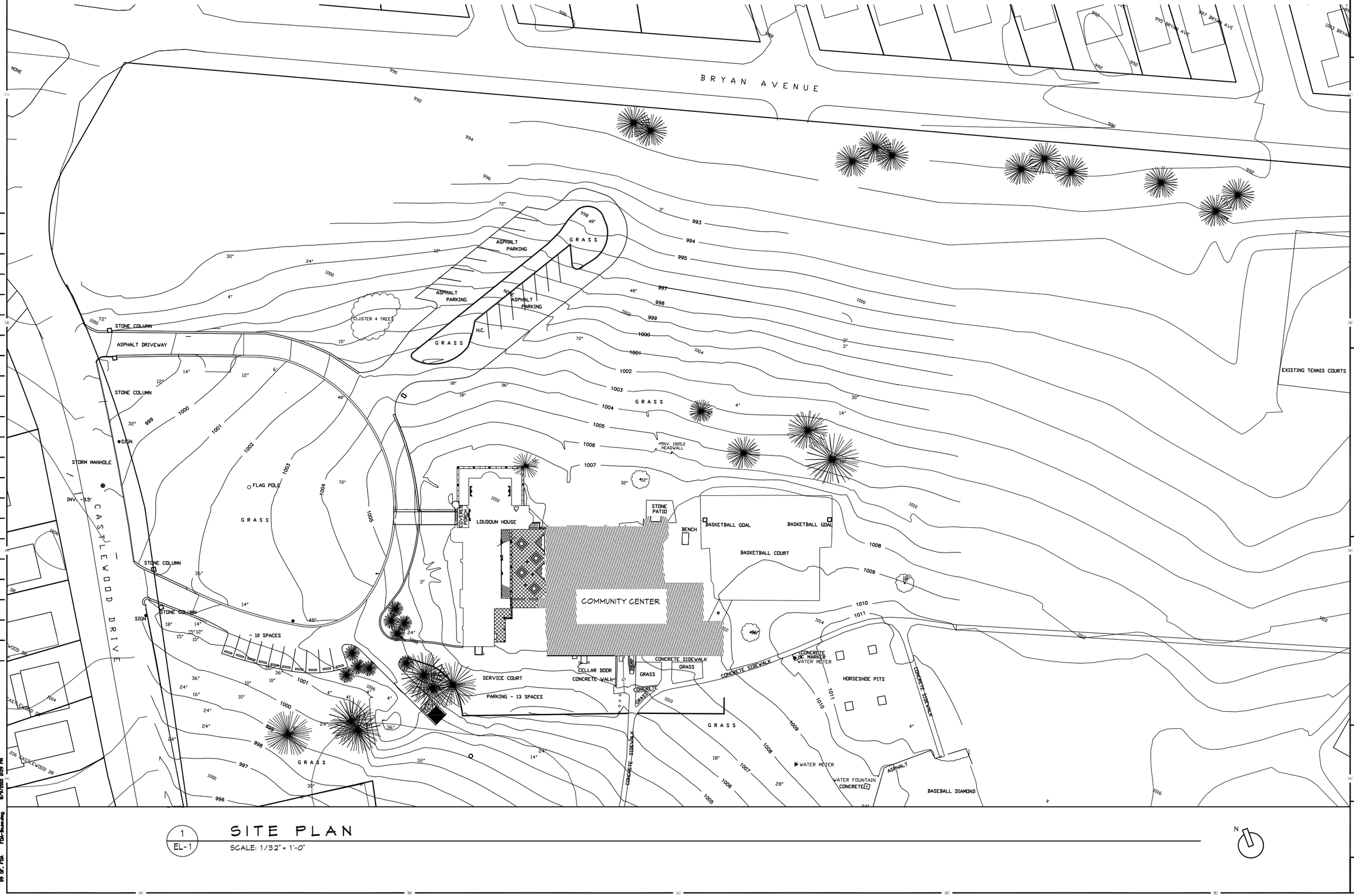
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Castlewood Community Center
201 Castlewood Drive
Lexington, Kentucky 40505

Date
Project
Drawn
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Revisions

No	
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2	

Cover



1 EL-1

SITE PLAN

SCALE: 1/32" = 1'-0"

N

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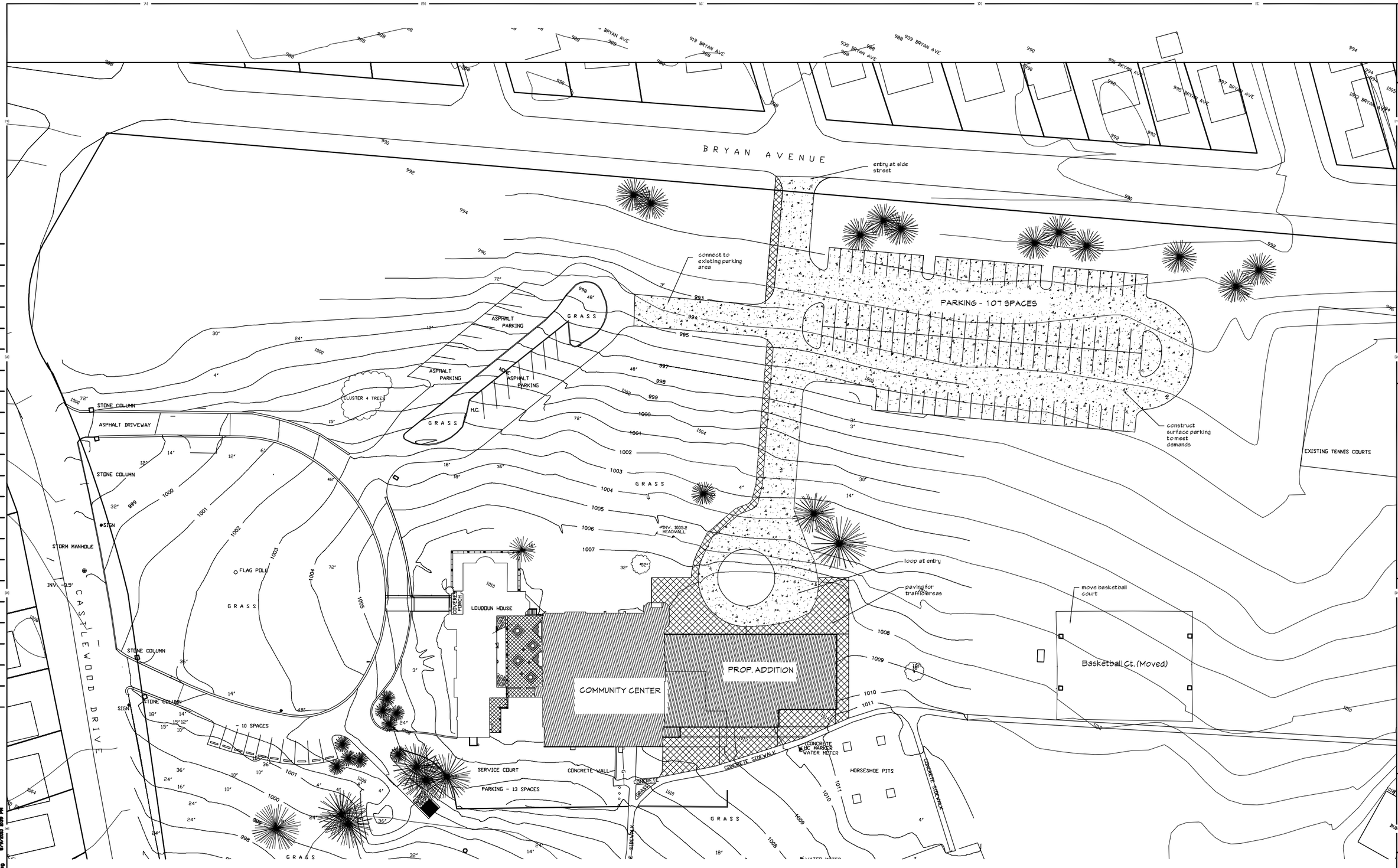
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SITE PLAN

EL-1

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1 EL-1 **PROPOSED SITE PLAN**

SCALE: 1/32" = 1'-0"

N

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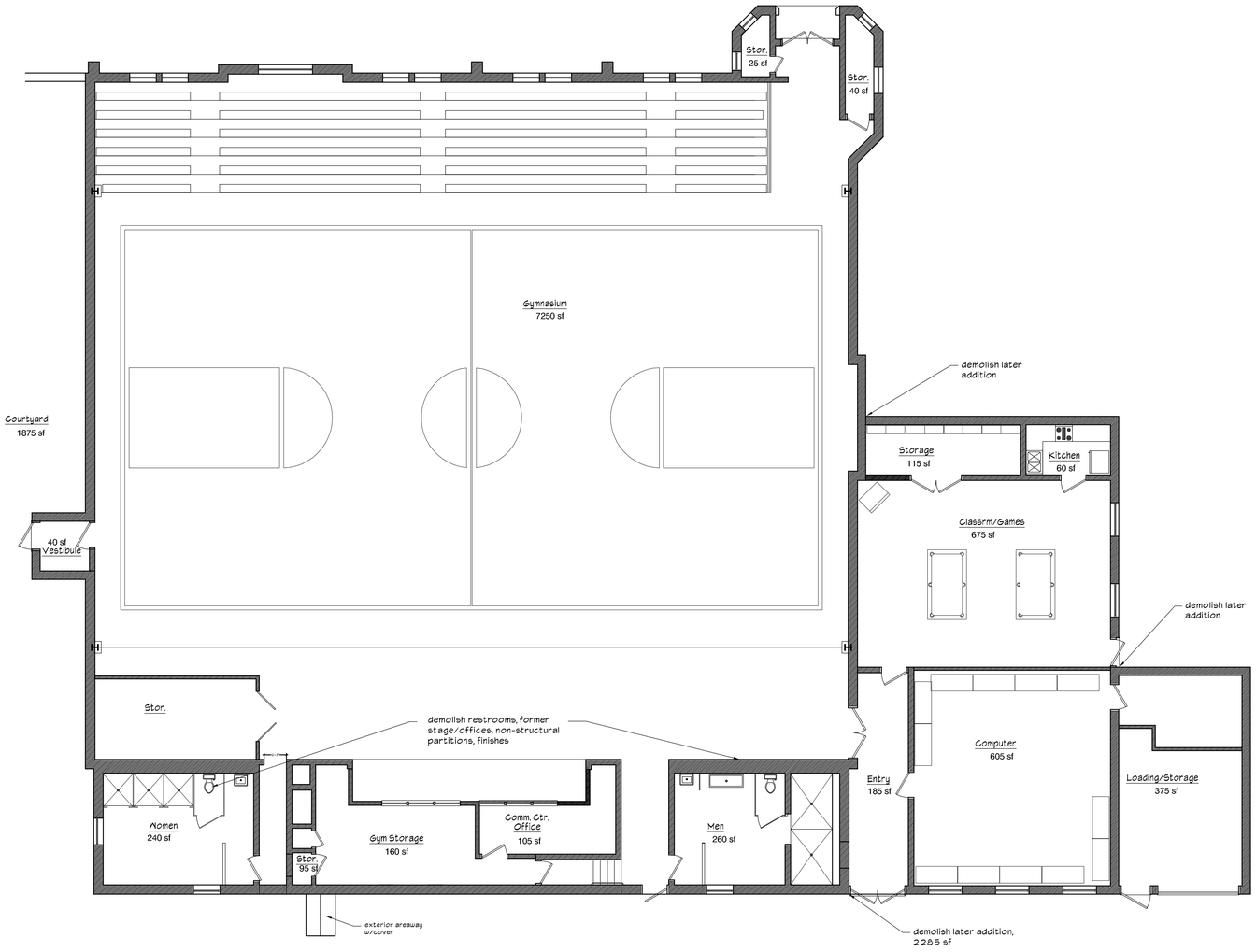
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Lexington, Kentucky 40505

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SITE PLAN

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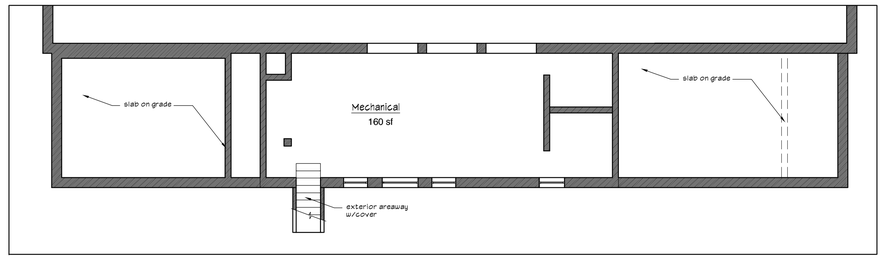


1 / Ex 1

EXISTING FLOOR PLAN

SCALE: 1/8" = 1'-0"

Gross Area 11,585 sf



2 / Ex 1

BASEMENT PLAN

SCALE: 1/8" = 1'-0"

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Lexington, KY 40508
Fax 859-226-3283

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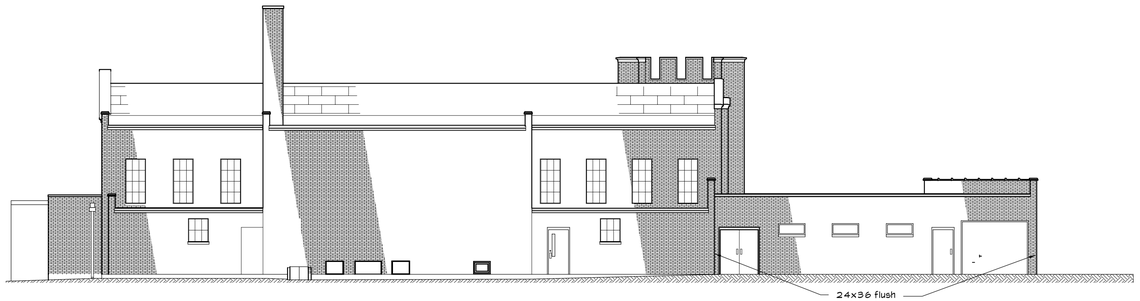
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201 Castlewood Drive
Lexington, Kentucky 40505

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Existing Floor Plans

Ex 1

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EXISTING EAST ELEVATION

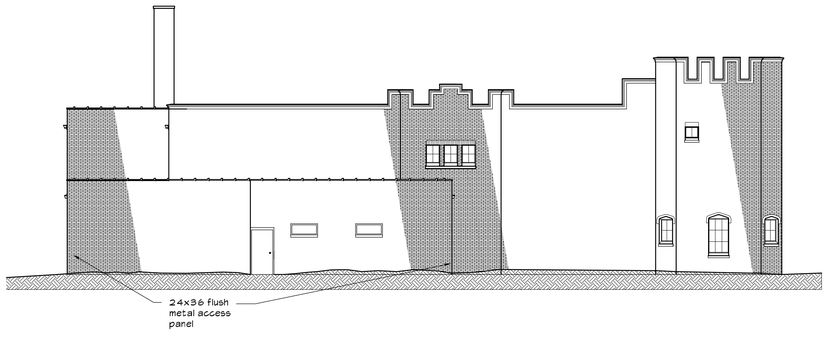
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2
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EXISTING NORTH ELEVATION

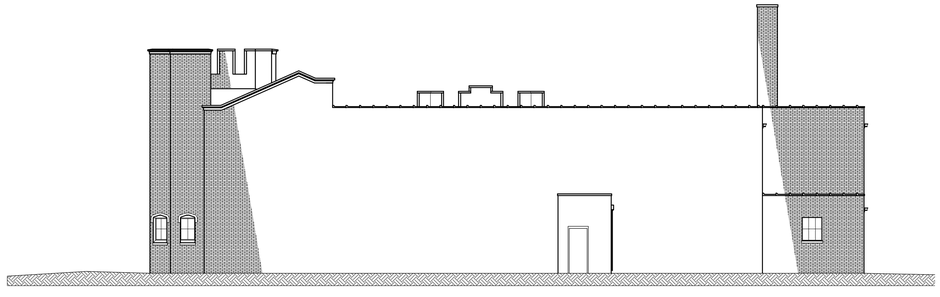
SCALE: 3/32" = 1'-0"



4
A1

EXISTING EAST ELEVATION

SCALE: 3/32" = 1'-0"



3
A1

EXISTING WEST ELEVATION

SCALE: 3/32" = 1'-0"

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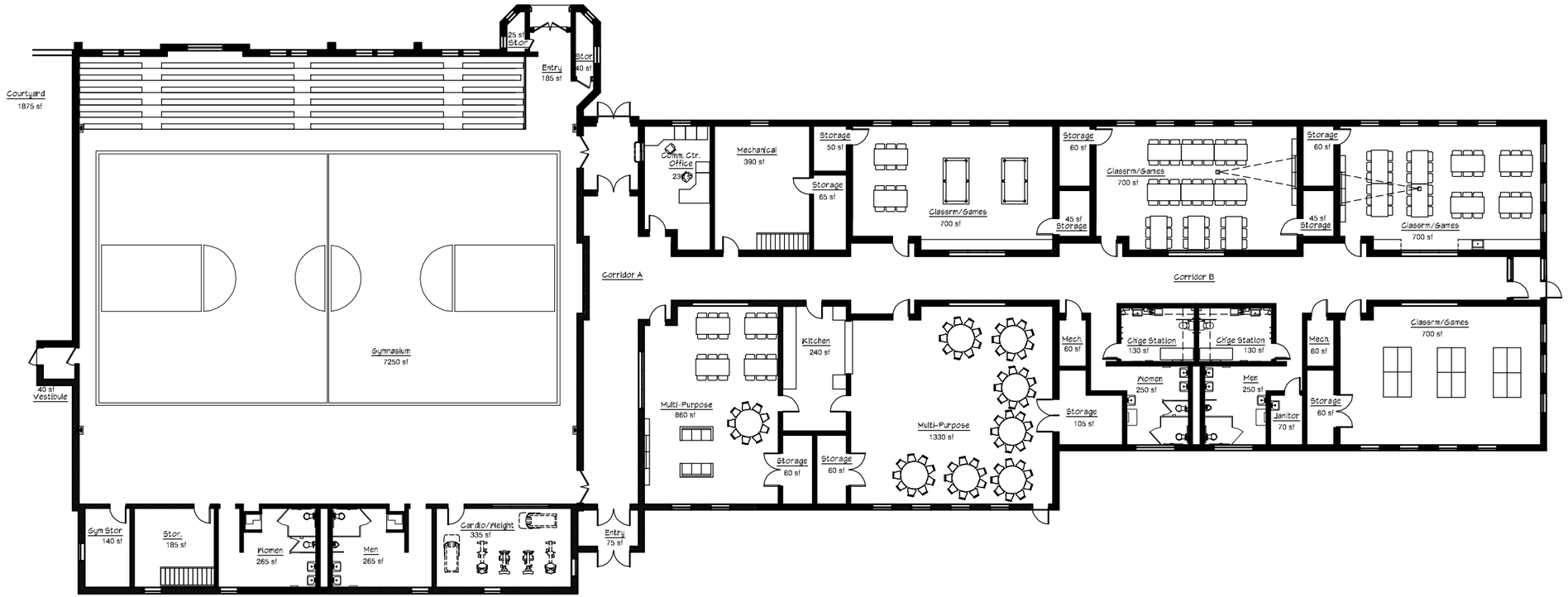
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Lexington, Kentucky 40505

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Existing
Elevations

Ex2

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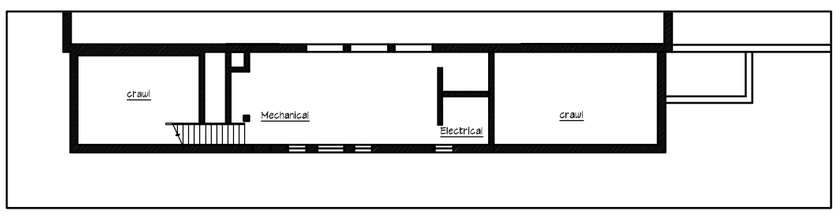
1 / A1 RENOVATION AND ADDITION FLOOR PLAN

SCALE: 3/32" = 1'-0"

Gross Area Existing 9,300 sf
Gross Area Addition 11,400 sf

Gross Area Total 20,700 sf

N



2 / A1 BASEMENT PLAN

SCALE: 3/32" = 1'-0"

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Tel 859-226-0838
Fax 859-226-3263

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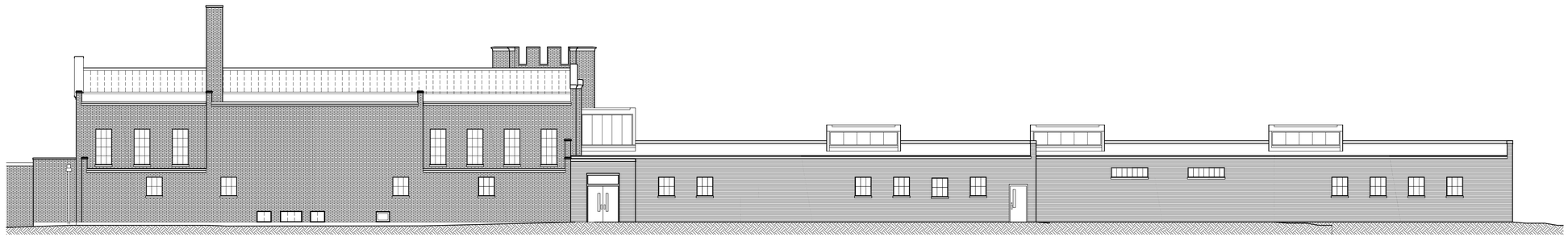
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Schematic
Floor Plans

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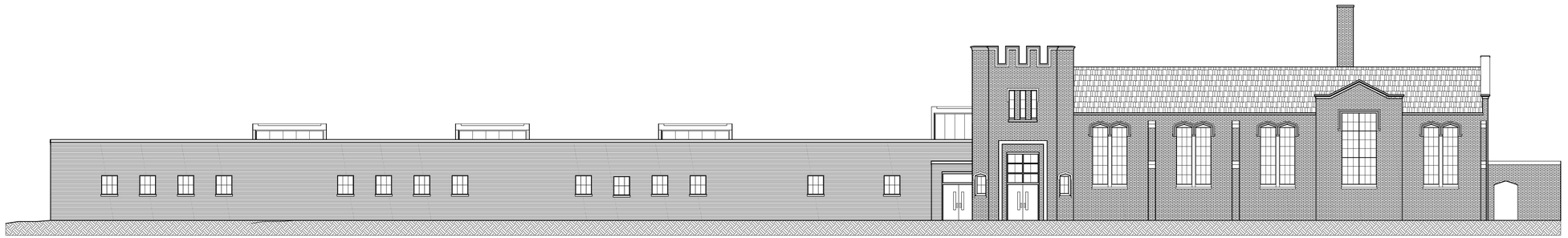
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EAST ELEVATION

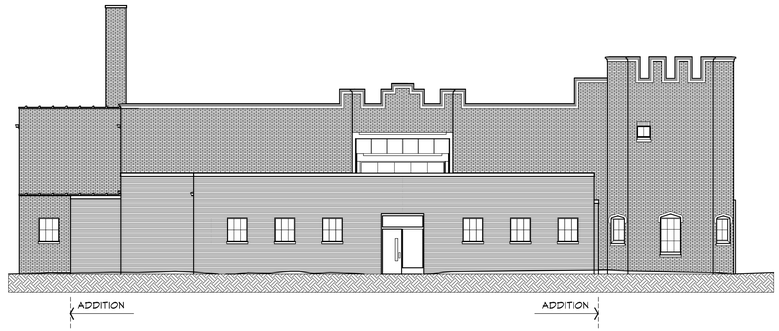
SCALE: 3/32" = 1'-0"



2
A1

NORTH ELEVATION

SCALE: 3/32" = 1'-0"



3
A1

EAST ELEVATION

SCALE: 3/32" = 1'-0"

FITZSIMONS OFFICE of ARCHITECTURE, INC.
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Schematic Elevations

A2

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112 West Third St. Lexington, KY 40508-1700 fax 859●226●9283 tel 859●243●0838

Castlewood Park Master Plan 2020

201 Castlewood Drive Lexington, Ky 40505

LEXINGTON *Parks & Recreation*

Active Recreation Courts and Skate Pad: 2 Tennis courts, Full size basketball court, 2 Futsal courts

Parking expansion

Large Shelter and Multi-purpose lawn for large gatherings and group events

Loudoun House & Expanded Community Center

Outdoor Art Display

Existing Playground Expansion- Partnership with TR donor for inclusive play features

Children's Nature Garden

Barn Restoration: development of a large common space between the barn and restroom/ shelter; Outdoor Fitness with Shade; expansion of tree canopy and naturalized landscaping

Paved Trail

Aquatic Center with Shaded seating and picnic tables

Future parking

Multi-use field



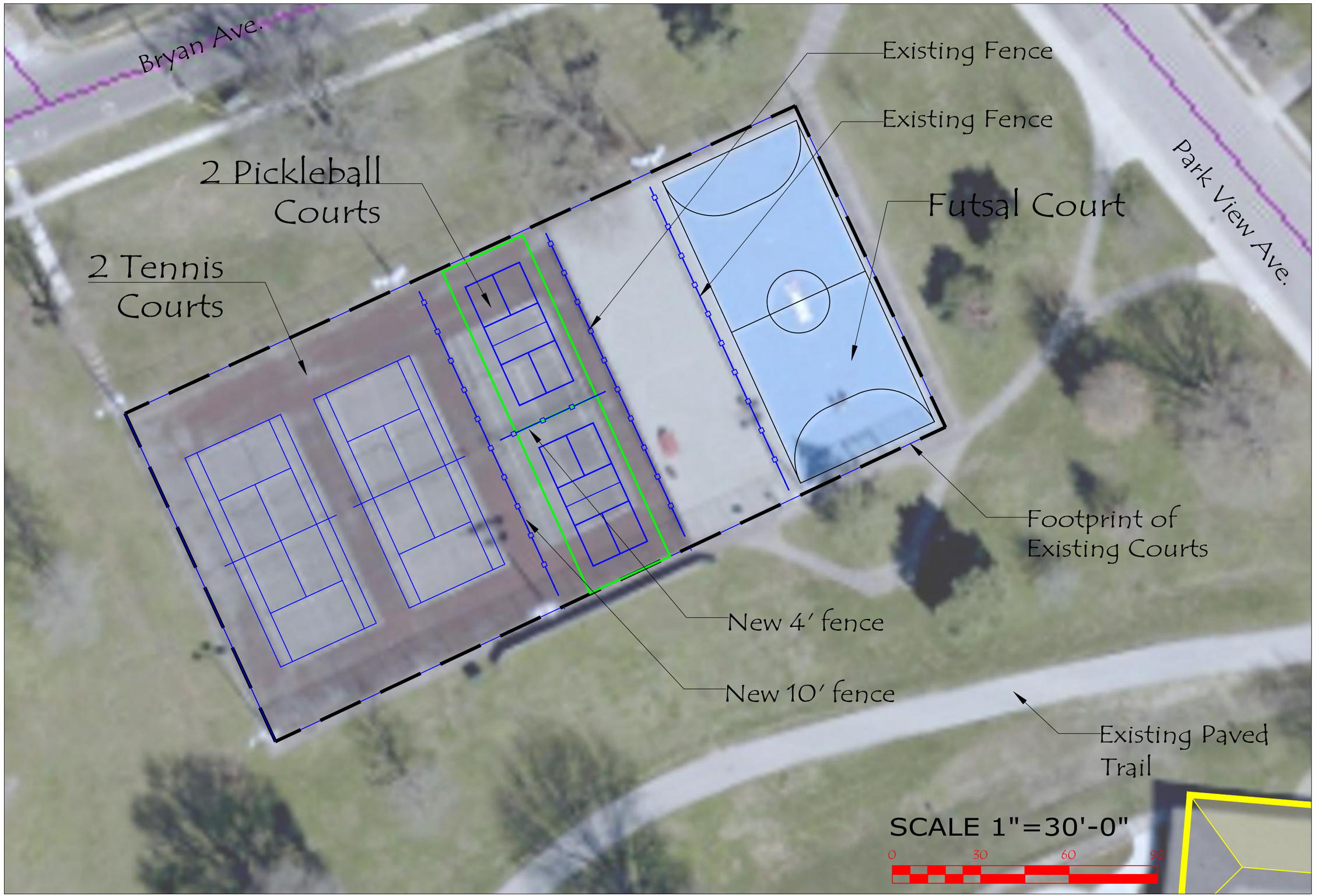
Master Plan Recommendations:
Castlewood Park is a 32 acre community park surrounded by an older neighborhood on all sides. It is one of our older parks just 2 miles from the downtown CBD. The park has approximately 40% coverage in active recreation facilities, the community center, the Loudon House historic home, historic barn, shelter and restrooms, playground and swimming pool and spray pad. There is very little existing parking for the park amenities, only about 30 spaces for the Loudon House and community center. The remainder of the park is open pastoral lawn and small groups of large mature trees. The total canopy coverage is less than 20% of the total Park area. ADA accessible walks are limited to areas around the Loudon House and community center and the playground.
This master plan looks at renovating and upgrading the parks existing amenities to provide ADA access, adding greater tree canopy coverage and other shade systems, decreasing the amount of seasonal mowing by adding more naturalized landscape areas, adding a new paved multi-use loop trail and adding more parking.

Draft

Legend

Proposed Trees
Naturalized areas
Paved path/walk
Point of interest
Mountain bike trail
Pavillion/shelter

100 50 0 200



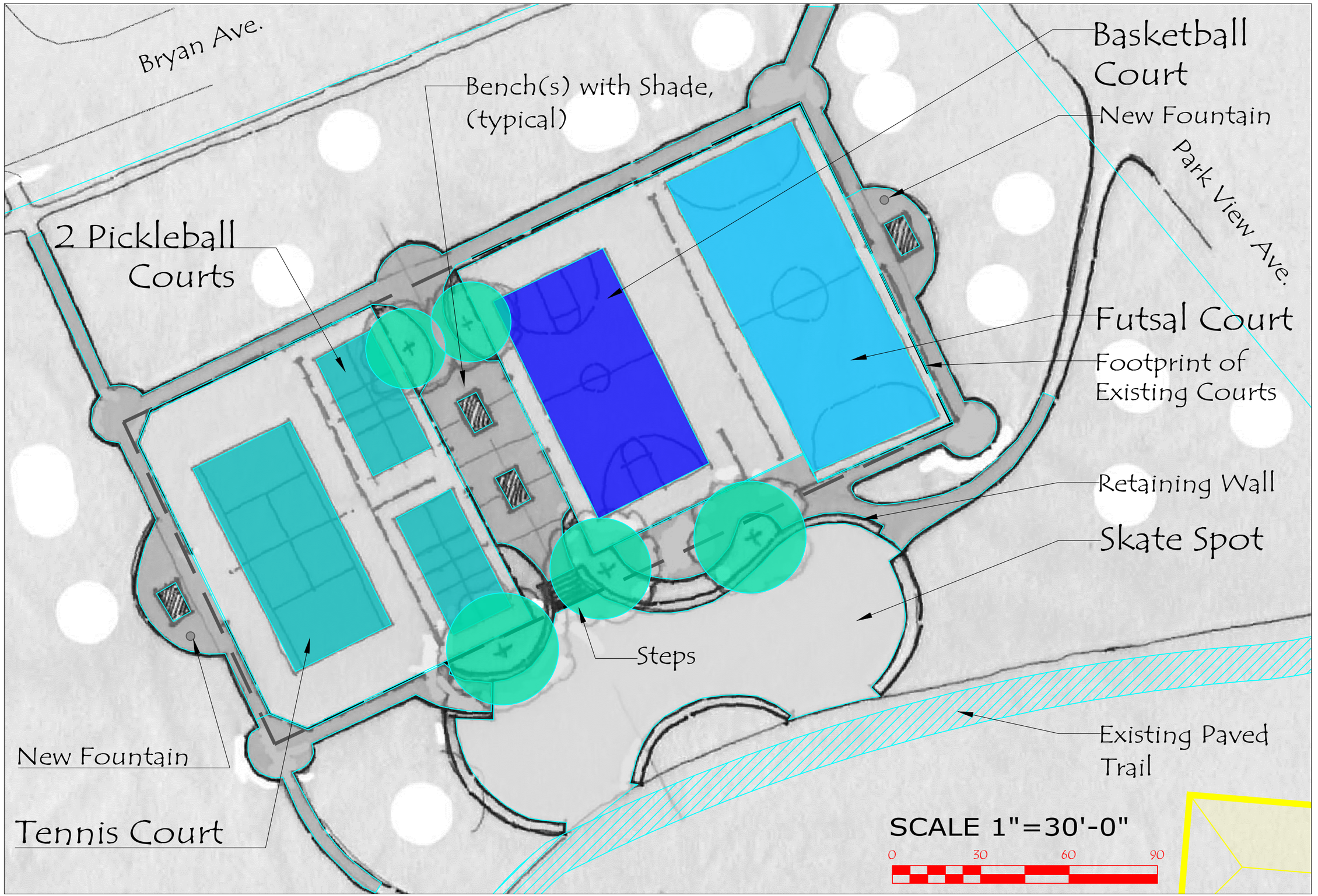
North

Castlewood Park

Sports Courts Concept Plan

LEXINGTON
Parks & Recreation
469 Parkway Drive Lexington, Kentucky 40504
PH. 859.288.2962 FAX 859.266.29999

Drawn by:
Date: 6.17.22
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North

Castlewood Park

Sports Courts Concept Plan

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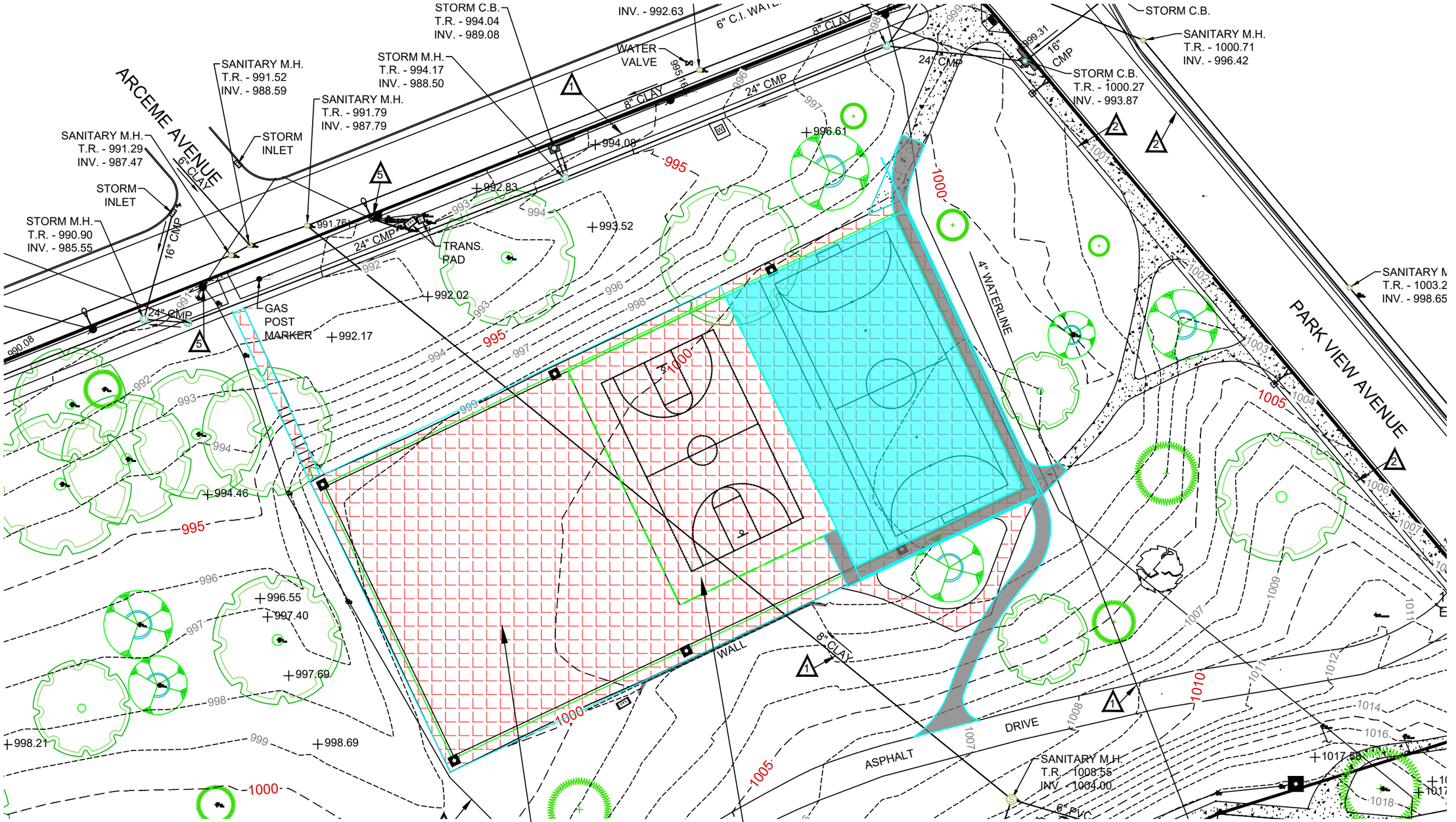
Castlewood Park

201 Castlewood Dr.
Lexington, Kentucky

North

Castlewood Park Sports Courts Complex
February 17, 2022

ITEMS	QUANTITY		COST with local funding	COST with CDBG
Futsal Court (Rebuild)	1		$135,000	$175,500
Basketball Full-Court (New)	1		$185,000	$240,500
Pickleball Courts (New)	2		$135,000	$175,500
Tennis Court (Rebuild)	1		$160,000	$208,000
Skate Spot (New)	1		$135,000	$175,500
Site Furniture & Landscape (entire complex)			$50,000	$65,000
4 shaded benches, 2 6' benches, 4 trash recptacles				
Drinking Fountains (New)	2		$30,000	$39,000
Replace Vinyl Coated 10' Perimeter Fence			$40,000	$52,000
Replace Court Lights with New Poles and LED Fixtures	6		$150,000	$195,000
Total			**$1,020,000**	**$1,326,000**



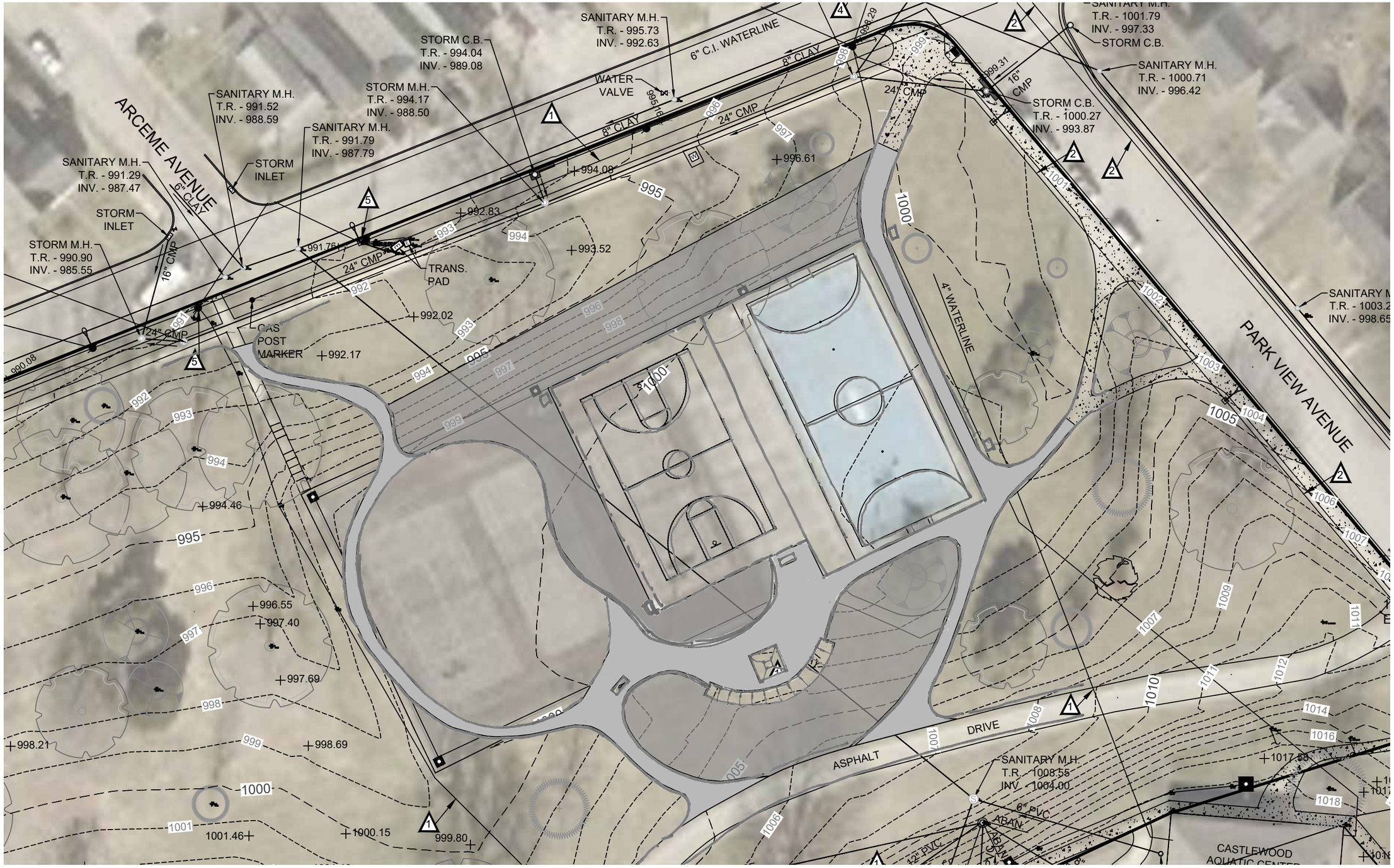
Castlewood Park

Conceptual Plan

201 Castlewood Dr.
Lexington, Kentucky

LEXINGTON
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469 Parkway Drive Lexington, Kentucky 40504
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Castlewood Park

Concept Plan

201 Castlewood Dr.
Lexington, Kentucky

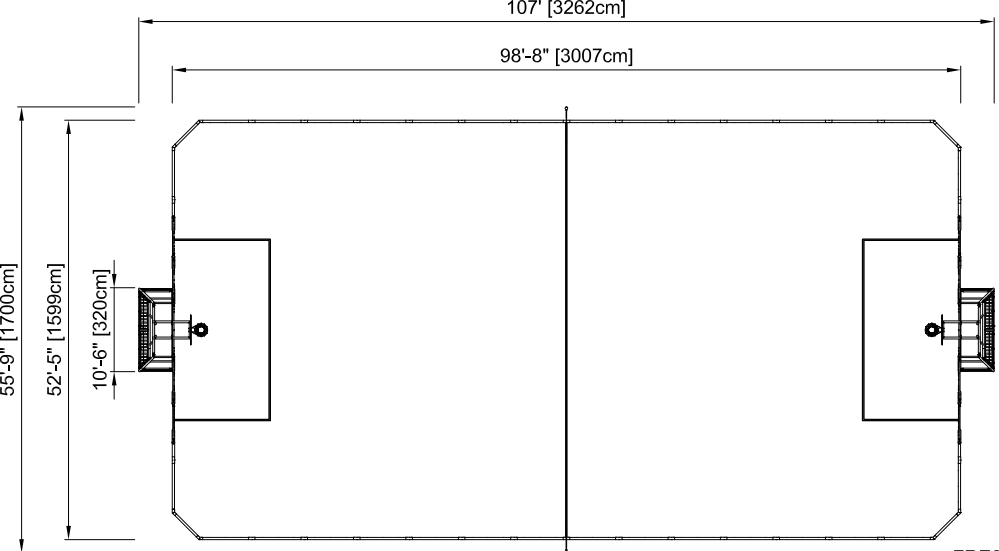
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Parks & Recreation
469 Parkway Drive Lexington, Kentucky 40504
PH. 859.288.2999 FAX 859.288.2992

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Revisions:
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Redeveloped Futsal Court

November 16, 2022

ITEMS	QUANTITY	SUB-TOTALS
Demolish the existing tennis courts		**$106,750**
(Includes topsoil fill and seeding, removal of net posts and footers, fencing, paving and base, and existing wall)		
New Futsal Court Engineering UPC Items		**$90,000**
(Includes new walk connections,		$0
new asphalt court, base materials,		$0
topsoil fill, and sub-drainage)		$0
		$0
		$0
New Futsal Court Non- UPC Items		**$40,490**
(Includes new fences, goals, and striping)		



FRE2115

** 12'-2" / 370cm

IOWA

Quote

Date: December 1, 2022,
To: Brian Roach
Park Designer, Landscape Architect

Project: Douglass Park Mini-Pitch
Lexington, Kentucky
Ref: 215740

Quotation Price – Materials Only Delivered to Job Site

Mini Pitch – Single 84' x 40' ..... ***$ 53,650.00***

Mini Pitch – Single 60' x 120' ..... ***$ 66,020.00***

Mini Pitch – Double 104' x 116' ..... ***$ 117,735.00***

Without lights deduct $5,000.00 for Single and $10,000.00 for Double

Estimated Installation – Single Pitch $20,000.00 - $25,000.00, Double $30,000.00 - $35,000.00

If these systems are purchased without lights, there would be no need for electrical. Without knowing the electrical situation at the site, knowing whether trenching is required, or if there is any panel work required, I would deduct $5,000.00 for the electrical work on the single, and $8,000.00 for electrical work on the double.

Sales tax, labor, unloading and bonding of the equipment are not included.
Pricing furnished is effective for 60 days unless otherwise noted and is considered confidential.

Mini-Pitch System™ Modular Sports Solution with TLC for LED® technology

System Description Mini-Pitch System™ Modular Sports Solution with TLC for LED® technology

- Mini-Pitch System™ galvanized fence panels and structure
- Built-in goals
- Seating accommodations and cupholders for 12 people
- Lockable storage
- Signs
- 24 ft galvanized steel pole (1) for single (2) for double
- Factory wired and tested remote electrical component enclosures
- Pole length, factory assembled wire harnesses
- Factory wired poletop luminaire assemblies (1) for single (2) for double
- Factory aimed and assembled TLC for LED® luminaires (2) for single (4) for double

Environmental Light Control

- Reduction of spill light and glare by 50% or more

Control Systems and Services – Only if purchased with lights

- Control-Link® control system to provide remote on/off control with 24/7 customer support

Operation and Warranty Services

- Product assurance and warranty program that covers materials and onsite labor, eliminating your maintenance costs for 10 years
- Support from Musco's Services Team – over 170 Team members dedicated to operating and maintaining your system – plus a network of 1800+ contractors

Payment Terms

Musco's Credit Department will provide payment terms.

Delivery Timing

8 - 12 weeks for delivery of materials to the job site from the time of order, submittal approval, and confirmation of order details including voltage.

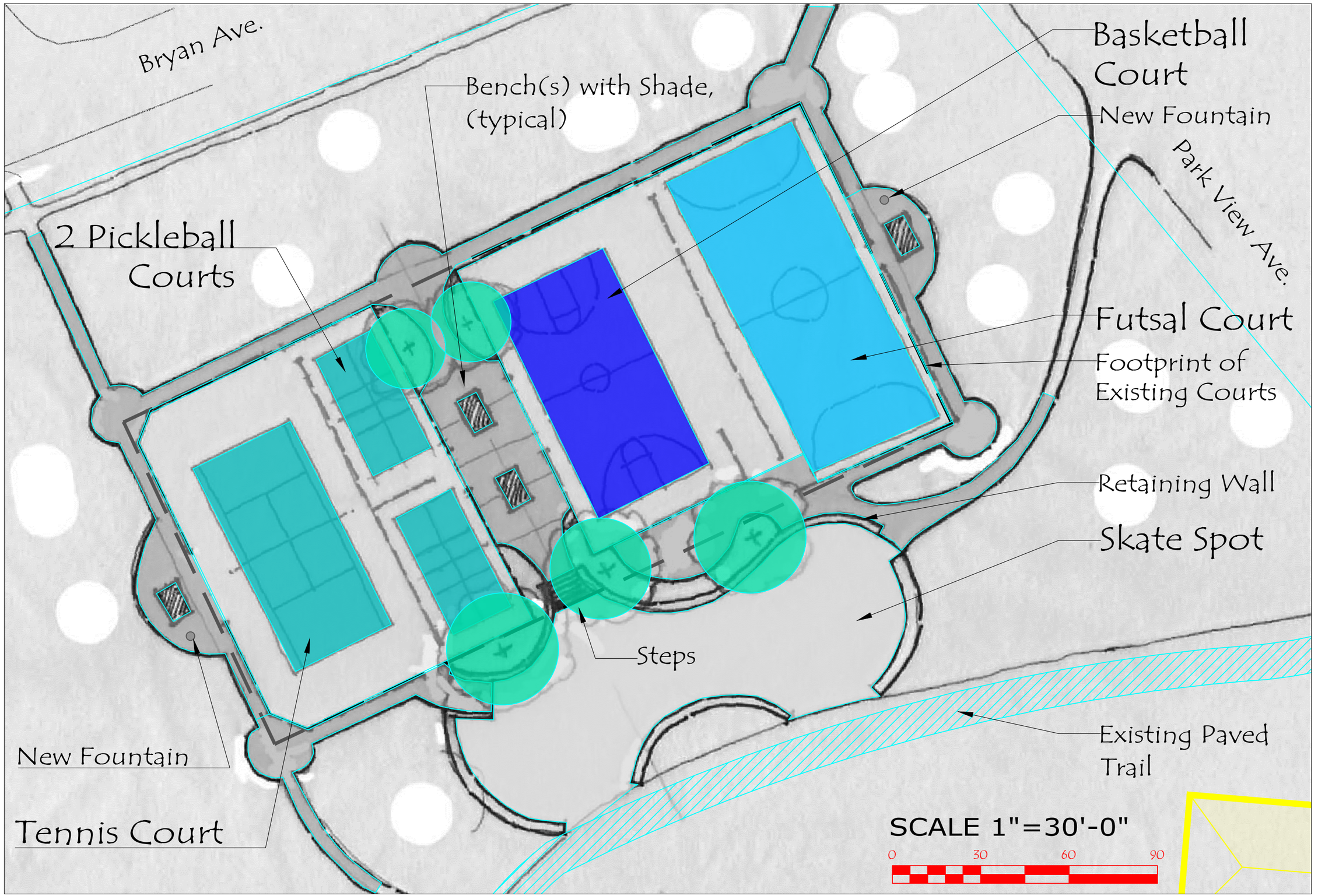
Notes

Quote is based on:

- Shipment of entire project together to one location.
- 480 Volt, 3 Phase electrical system requirement. Needs confirmation
- Structural code and wind speed = 2015 IBC, 115 mi/h, Exposure C, Importance Factor 1.0.
- Owner is responsible for getting electrical power to the site, coordination with the utility, and any power company fees.
- Owner is responsible for concrete pad to allow for anchoring of the Mini-Pitch System™.
- Acrylic surface includes one primary color and white playing lines.

Thank you for considering Musco for your modular sports solution needs. Please contact me with any questions or if you need additional details.

Curt Mickey
Sales Representative
Musco Sports Lighting, LLC
Phone: 502-418-6804
E-mail: curt.mickey@musco.com



North

Castlewood Park

Sports Courts Concept Plan

LEXINGTON
Parks & Recreation
469 Parkway Drive Lexington, Kentucky 40504
PH. 859.288.2982 FAX 859.266.29999

Drawn by:
Date: 2.18.22
Design by:
Revisions:
Sheet:



Estimated Cost: $197,000

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Scale: 1"=40'-0"

North

Castlewood Park

Parking Concept A
201 Castlewood Drive
Lexington, Kentucky

LEXINGTON
Parks & Recreation
469 Parkway Drive Lexington, Kentucky 40504
ph 859.288.2999 FAX 859.288.2999

Drawn by:
Date: 2.7.24
Design by:
Revisions:
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New 5' wide accessible walk

1 ADA parking space

Service access

Re-pave the existing drive for a gated access only/ trail. Block sides of entrance to prevent bypassing the gate at the street.

Estimated Cost: $185,000

0 40 80 120

Scale: 1"=40'-0"

North

Castlewood Park

Parking Concept B
201 Castlewood Drive
Lexington, Kentucky

LEXINGTON
Parks & Recreation
469 Parkway Drive Lexington, Kentucky 40504
ph. 859.288.2399 fax 859.288.2899

Drawn by:
Date: 2.7.24
Design by:
Revisions:
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New 5' wide accessible walk

1 ADA parking space

Retaining Wall

Re-pave the existing drive for a gated access only/ trail. Block sides of entrance to prevent bypassing the gate at the street.

Estimated Cost: $192,000

0 40 80 120

Scale: 1"=40'-0"

North

Castlewood Park

Parking Concept C
201 Castlewood Drive
Lexington, Kentucky

LEXINGTON
Parks & Recreation
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Drawn by:
Date: 2.7.24
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Revisions:
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EXHIBIT B

CONSULTANT PROPOSAL

RFP: **#3-2025** / DUE: **FEBRUARY 24, 2025**



TSW Team Proposal

Lexington-Fayette Urban County Government

Castlewood Park Design Services

for Vehicular and Pedestrian Access and Sport Court Redevelopment Design

TSW
TUNNELL, SPANGLER, WALSH & ASSOCIATES

SUBMITTED BY:

Tunnell-Spangler-Walsh & Associates, Inc.
d/b/a **TSW**
Contact: Samantha Castro, Senior Associate
Lexington Office Manager
110 West Vine Street, Suite 300
Lexington, KY 40507
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TSW

TUNNELL, SPANGLER, WALSH & ASSOCIATES

Atlanta, Georgia
Lexington, Kentucky
Tulsa, Oklahoma
Chattanooga, Tennessee

February 24, 2025

Dear Selection Committee:

On behalf of the **Tunnell-Spangler-Walsh & Associates, Inc. (TSW) Team**, it is our pleasure to submit the enclosed proposal to Lexington-Fayette Urban County Government (LFUCG) for the Castlewood Park Design Services to provide conceptual and schematic design services for vehicular and pedestrian access and sports court redevelopment. We appreciate the opportunity to submit on this effort and believe that our team has the proven analytical, visioning, community engagement, design, and implementation experience needed to achieve the goals of this project. For this effort, we are teaming with **CDI** for civil engineering expertise.

The **TSW Team** has extensive experience throughout the Southeast, including recent efforts in Lexington on the Urban Growth Master Plan. TSW's local expert, Samantha Castro, is a resident of Lexington and has spent over 15 tears working for LFUCG - as a Senior Long Range Planner, and as a trusted consultant - bringing invaluable insight into the city's planning and design priorities.

TSW is currently collaborating on the Complete Streets Design Manual, which will give our team a preview of the City's new standards for multi-modal infrastructure on all public streets. We are also beginning work on the parking and trail study at Veterans Park, focusing on similar concerns surrounding parking needs and sports facilities. Just over a mile from Castlewood Park, through the recommendation of Parks & Recreation, TSW is working on a pro bono design project with the Lexington Freedom Train non-profit organization. **CDI**, a DBE-certified civil engineering firm, has a well-established presence in the region, having successfully delivered numerous parks and site development projects across the area, including locally at the University of Kentucky. Together, our team offers a unique blend of regional expertise and deep local knowledge, ensuring a thoughtful and impactful approach to this project

The **TSW Team**, led by landscape architects and planners, and supported by engineers, takes a systems approach to planning and analysis that considers environmental conditions, cultural resources, user experience and needs, and landscape solutions into a system-wide plan. Our solutions are community based, creative, cost conscious, and sustainable. Our project examples try to highlight unique elements that have a direct correlation to this project. For instance, the East Roswell Park renovation that is currently under construction, included ADA accessibility updates to existing facilities, parking expansion, and trail access.

As the leader of our Lexington, Kentucky office, Samantha Castro will be the main contact for this effort. Please do not hesitate to contact me or Samantha if you have any questions.

Sincerely,

Bryan Bays, Principal

Direct: 470.751.2421
Email: bbays@tsw-design.com

Samantha Castro, Senior Associate

Direct: 859.317.5585
Email: scastro@tsw-design.com

SECTION 1:

TSW Team Overview

The **Tunnell-Spangler-Walsh & Associates (TSW) Team** has been assembled to bring expertise in site analysis, design, and cost estimation for Castlewood Park. The team will be managed by TSW, which will guide analysis, conceptual design, schematic plans and cost estimation. Assisting TSW is **Civil Design, Inc. (CDI)** for civil engineering.



Tunnell-Spangler-Walsh & Associates, Inc. (TSW)

TSW is a full-service planning, architecture, and landscape architecture firm of talented professionals who work collaboratively to provide our clients with extraordinary designs for communities, buildings, and greenspaces. We were founded in Atlanta, Georgia, as a corporation in 1990. With approximately 47 full-time employees in our Atlanta headquarters and offices in Lexington (KY), Tulsa (OK), and Chattanooga (TN), our small office size allows our principals to be hands-on in every aspect of a project and enables more multidisciplinary collaboration.

For more than 35 years, we have been proud to create award-winning plans that embody the principles of livable communities: walkability, sense of place, compelling public spaces, human-scaled buildings, and connectivity. We are involved in all stages of community planning and design, including outreach, visioning, coding, site planning, architecture, and streetscape design, and are proud to see many of our projects move from concept to completion in a range of diverse locations throughout the Southeast.

TSW's personnel includes 47 full-time employees, several of whom work in multiple studios. Our staff members include: 23 planners (14 with AICP accreditation), 6 transportation planners, 13 registered landscape architects, 5 landscape designers, 4 registered architects, 9 project architect designers, 8 LEED Accredited Professionals, and 2 administrative employees.

TSW Contact Information

Samantha Castro, Senior Associate and Lexington Office Manager
110 West Vine Street, Suite 300
Lexington, KY 40507
Phone: 859.317.5585
Email: scastro@tsw-design.com
Web: www.tsw-design.com

Civil Design, Inc. (CDI)

CDI is a multi-disciplined civil engineering firm offering civil site, structural, land surveying, and GIS services, with services separated into six primary service lines: Infrastructure + Analytics, Site, Structures, Survey, Transportation, and Water Resources.

Since its founding in 1996, our team has grown to over 140 team members with six locations, six service lines, and over 40 licensed professionals. Our experience lends us the ability to generate innovative solutions to project challenges, allowing our team to further the ambitions of our clients and the communities they serve.

As a firm, CDI is built on the mission to create quality infrastructure while also contributing positively to the community. CDI's culture is centered around a fundamental commitment to Building Stronger Communities, meaning the firm's team of passionate individuals is dedicated to revitalizing the spaces that contribute to their daily lives.

CDI Contact Information

John Falk, Site Service Leader
5220 Oakland Avenue
St Louis, MO 63110

Email: jfalk@civildesigninc.com
Web: https://www.civildesigninc.com

TSW Parks and Civic Spaces Design Awards + Recognition



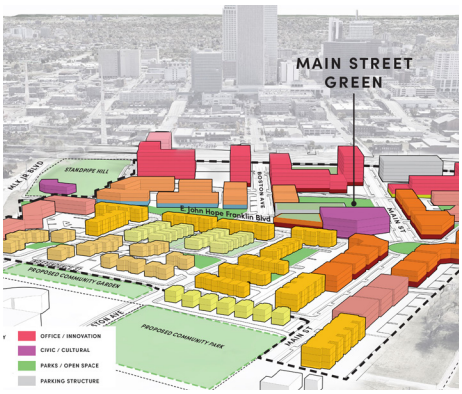
City of Fayetteville (AR) Walker Park Master Plan- Oklahoma ASLA Merit Award



Piedmont Park Active Oval - GA Chapter American Society of Landscape Architects Merit Award



City of Stockbridge Amphitheater and Park - Atlanta Regional Commission Livable Center Regional Excellence Award



Kirkpatrick Heights/Greenwood Master Plan - 2023 American Planning Association Advancing Diversity & Social Change Award



City of Duluth's Parson Alley - Congress for the New Urbanism Charter Award



City of Powder Springs LCI Plan (Town Green) Georgia Planning Association Outstanding Plan Implementation



Piedmont Park Bathhouse & Pool - Atlanta Urban Design Commission Development of Excellence



Vickery Parks & Amenities - Greater Atlanta Home Builders Associates OBIE Award Amenity Package



Rivertown - Florida Planning and Zoning Association Master Planning Award

SECTION 2:

Key Personnel

TSW Team Organizational Chart

TSW TEAM PROJECT COORDINATION & MANAGEMENT:

Principal-in-Charge: **Bryan Bays**

Lexington Office Lead / Project Coordinator: **Samantha Castro**

Project Manager: **Brandon Sutton**

COMMUNITY ENGAGEMENT

Brandon Sutton
Samantha Castro
Christopher Myers
+ Support Staff

PARK PLANNING, DESIGN + COST ESTIMATE

Brandon Sutton
Peyton Peterson, Senior Park Designer
Eloisa De Leon
+ Support Staff

CIVIL ENGINEERING + TRANSPORTATION

John Falk
Sara Andert
Alex Donenberg
+ Support Staff

TSW Team Commitment

TSW has a stringent policy about only pursuing work that we have available staff for to ensure a detailed, implementation-based planning process that stays on time and on budget. At the conclusion of contract negotiations, our team is committed and ready to commence work immediately. The TSW Team has reviewed staff workloads for the estimated timeframe for this project. The staff members that are included in this proposal will be assigned to the project, if awarded, and will remain on the project throughout its duration. If a staff member does need to be replaced because of unforeseen circumstances, Lexington-Fayette Urban County Government will be notified immediately, and that staff person will be replaced by another staff member with equal or greater qualifications and experience. Below are estimated, minimum percentages of time for each key personnel.

TSW

▪ Bryan Bays, Principal-in-Charge / Landscape Architect	20-25%
▪ Samantha Castro, Lexington Office Lead / Community Planner	45-50%
▪ Brandon Sutton, Project Manager / Landscape Architect	55-60%
▪ Peyton Peterson, Senior Park Designer	40-45%
▪ Eloisa De Leon, Park Designer	60-65%
▪ Christopher Myers	25-30%

CDI, Inc.

▪ John Falk / Engineer	25-30%
▪ Sara Andert / Engineer	35-40%
▪ Alex Donenberg / Engineer	35-40%



Bryan Bays, PLA

Principal / Landscape Architecture Practice Leader

For more than 25 years Bryan has focused on managing and delivering sustainable award-winning projects in the United States and abroad. He is an experienced Landscape Architect who has successfully led multidisciplinary design teams on complicated public and private projects. Bryan has led public workshops, conducted public information meetings, and has extensive experience working with stakeholder groups and City governments to help them understand their vision and achieve their goals. Bryan is a leader in sustainability, often exceeding project goals for water resources management, connectivity, preservation of open space, and project budget.

Prior to joining TSW in 2013, Bryan worked at EDAW and then AECOM as a Landscape Architect and Studio Leader, and now serves as TSW's Landscape Architecture Practice Line Leader.

Education:
1998 Bachelor of Science in Landscape Architecture, Purdue University

Professional Status:
- Professional Landscape Architect: AL, AR, GA, IN, NC, OK, KY

Professional Affiliations:
- American Society of Landscape Architects

Awards:
- 2012 CTRMA + TXDOT Green Mobility Challenge, First Place
- 2011 AIA (GA Chapter) Citation Design Award, Atlanta Botanical Garden
- 2009 ULI (Atlanta Chapter), Atlanta Botanical Garden

Representative Projects:

Lexington Freedom Train (Lexington, KY) - Principal-in-Charge and Lead Landscape Architect for plaza space commemorating Lexington heroes, Lewis and Harriet Hayden, and memorializing the cruel history of slavery. Project included pro-bono conceptual design and construction cost estimation.

East Roswell Park (Roswell, GA) - Principal-in-Charge and Lead Landscape Architect for renovation of an existing park facilities for ADA improvements, expanded parking, trail extension, parking expansion, and addition of a dog park.

Capital Cascades Trail and Parks (Tallahassee, FL) - Principal-in-Charge and Lead Landscape Architect for development of a multi mile trail extension of the Capital Cascades trail including storm water LID improvements, park development, and other various enhancements.

Chason Park Expansion (Bainbridge, GA) - Principal-in-Charge and Lead Designer for the expansion of Chason Park, a historic park on a bluff that is in between the historic downtown district and the Flint River. The Master Plan created a 8.5 acre park and trail system connecting the downtown to the river, other riverfront parks and could support redevelopment.

Stockbridge On-Call A/E Services (Stockbridge, GA) - Project Manager and Lead Landscape Architect for various municipal projects, including design of 3 community parks and a new Amphitheater.

Gwinnett County Parks & Rec On-Demand Landscape Architects (Gwinnett County, GA) - Lead Designer for Gwinnett County Park & Rec On-Demand Landscape Architects contract. Recent projects have included design services for George Pierce Park, McDaniels Park Commerce Avenue, Sweetwater Creek Greenway, Club Drive Park, and Gwinnett Environmental Heritage Center.

Crestwood Connection Plan (Crestwood, KY) - Project Manager for pedestrian connection plan to improve pedestrian connectivity and pedestrian safety with infrastructure enhancements and additions.

TSW



Samantha Castro, AICP, LEED ND

Lexington Office Lead / Community Planner

Samantha recently joined TSW as a Senior Associate in the Planning Studio. She brings more than 18 years of experience as a planner and urban designer in the public and private sectors. She enjoys working with the community, soliciting input on large-scale master planning efforts to small area plans. Samantha has served as an Adjunct Professor for the Community Design and Engagement Studio at the University of Kentucky since 2018.

Education:
2005 Master of Landscape Architecture and Regional Planning University of Pennsylvania

2002 Bachelor of Arts with dual major in Art History and French Wellesley College

Professional Status:
- American Institute of Certified Planners
- LEED Accredited Professional Neighborhood Development

Professional Affiliations:
- APA / Kentucky Chapter Executive Committee Member
- USGBC Kentucky

Awards:
- 2021 APA Kentucky Outstanding Public Engagement: City of Lexington's Division of Planning "Mornings with Planning" Webinar Series

Work Experience:

Prior to joining TSW, Samantha was a Senior Planner for Lexington-Fayette Urban County Government and a Planner/Urban Designer at Lord Aeck Sargent, AECOM, and EDAW.

Representative Projects:

Urban Growth Management Master Plan (Lexington, KY) - Project Manager and Land Use Planner for developing a framework for future development for the upcoming expansion of Lexington's Urban Service Area. The project includes an extensive public and stakeholder engagement process to direct strategies and methods to guide sustainable and equitable development.

Lexington Freedom Train (Lexington, KY) - Community planner and local liaison for pro bono plaza design project to commemorate Lexington heroes, Lewis and Harriet Hayden, and memorializing the cruel history of slavery.

Lexington Complete Streets (Lexington, KY) - Local planning consultant for an update and better integration of existing LFUCG street design standards including the LFUCG Roadway Manual, Subdivision Regulations, and Neighborhood Traffic Management Program Guide to create a comprehensive Complete Streets Design Manual with standards that align with current Complete Streets best-practices.

Imagine Lexington Comprehensive Plan* (Lexington, KY) - Senior Long Range Planner for the Lexington-Fayette Urban County Government's 2018 and 2023 Comprehensive Plans. Related work included county-wide community engagement efforts, authorship of the Comprehensive Plan itself, and subsequent implementation of policy and regulation changes, and related plans and studies.

Public Engagement Toolkit Handbook* (Lexington, KY) - Project Manager and Senior Long Range Planner to develop the Public Engagement Toolkit that offers developers guidance and tips for success, while simultaneously empowering Lexington residents to: understand the development review process; know where to find information about proposed developments; and recognize appropriate stages in the process to provide input.

Imagine New Circle Road* (Lexington, KY) - Project Manager for a land use and transportation study of one of Lexington's major corridors.

*Work completed prior to joining TSW.



Brandon Sutton, PLA

Associate / Landscape Architect + Mobility Planner

Brandon is a project manager and landscape architect who lives in Chattanooga, Tennessee. His professional experience has centered on work in the public and private sectors, working toward human-centered public spaces and street designs that accommodate all modes and abilities. He has a background that spans urban mixed use and campus design to public parks, greenways and streetscapes.

Education:
2004 Bachelor of Landscape Architecture
University of Georgia
Professional Status:
- Professional Landscape Architect: TN (#1122), GA (#1497)

Professional Affiliations:
- American Society of Landscape Architects (ASLA)
- Council of Landscape Architectural Registration Boards (CLARB)
- Bike Walk Chattanooga (Volunteer)

Work Experience:

Brandon initially worked with TSW from 2006 to 2013. He rejoined TSW after working with the City of Chattanooga for 10+ years as Transportation Design Manager with its Transportation Department and Regional Planning Agency.

Representative Projects:

Capital Cascades Trail Segment 4 (Tallahassee, FL) - Landscape architect supporting the construction documents and technical development of the 1.7-mile and final segment of this greenway. The trail is designed to provide a multifaceted and multi-purpose stormwater and recreation facility as part of the trail network, with features to include a boardwalk and small rest areas with interpretive education and play elements, as well as a parking area and wayfinding system.

Lawrenceville Lawn (Lawrenceville, GA) - Project manager and landscape architect for design and construction administration services for a city park near Lawrenceville's downtown square that served as a catalytic project toward further development. Project highlights include a LID stormwater management swale that bisects the site, a specialty playground area, and a multipurpose lawn that serves as amphitheater for special events. Other features include a restroom building, a fountain, trail connections, surface parking, and streetscape on three park edges.

Halpern Park (Doraville, GA) - Landscape architect responsible for conceptual design to design development, including grant-writing assistance for the renovation of this neighborhood park. Renovation components include tennis courts, picnic areas, walking trails, parking, and stream restoration. Project was awarded funding from the Land and Water Conservation Fund (LWCF) and matched with funding from the City's capital budget.

John A. Patten Community Center: Parking & Circulation Enhancements* (Chattanooga, TN) - Design manager responsible for concept development and advancing construction documents for park enhancements that centered on a new parking lot. Years of parking lot neglect and haphazard placement of park features prompted a redesign to provide a new small parking area and accessible pedestrian circulation. New sidewalks and pervious pathways were included to more comprehensively connect the park's existing playground, ballfield and restroom with the community center's front entrance. The design was coordinated across multiple departments and ultimately incorporated green infrastructure into a parking lot bioswale that was implemented separately.

* Completed while with the City of Chattanooga

TSW



Peyton Peterson, PLA

Senior Park Designer

Peyton's portfolio spans the public and private sectors across the Southeast, with a focus on understanding each project's unique context—connecting people to a place's history, narrative, and native ecologies. He takes a collaborative approach, working closely with clients, stakeholders, and team members to achieve programmatic goals. His iterative design process, informed by past experiences and a focus on innovation, ensures each project meets its needs and creates lasting impact. Peyton's current learning centers on blue-green infrastructure, informal play spaces, and pollinator gardens.

Education:
2015 Master of Landscape Architecture, University of Georgia

2010 Bachelor of Science in Horticulture - Landscape Design North Carolina State University

Professional Status:
- Professional Landscape Architect: NC
- Georgia Certified Plant Professional

Professional Affiliations:
- ASLA
- City of Atlanta Tree Conservation Committee

Awards:
- 2024 TravelBlazers Award - Douglasville Town Green - GA Association of Convention & Visitors
- 2020 Great Place Award - Powder Springs Town Green - Atlanta Regional Commission

TSW

Representative Projects:

East Roswell Park (Roswell, GA): Project Manager and Landscape Architect for an existing park renovation, focusing on six key areas: a dog park, a new entrance and parking lot for an arts center, two playgrounds with pavilions, ADA-compliant parking at multi-use fields, and the extension of a multi-use trail. Led improvements that prioritized ADA accessibility, equitable design standards, and stormwater management upgrades to meet modern code requirements.

Banty Jones Park (Rome, GA): Project Manager and Landscape Architect for the complete renovation of a 5.25-acre park in an underserved community. Designed inclusive, accessible, and equitable play spaces, including a splash pad, separate play areas for ages 2-5 and 5+, and an active lawn. Developed community gathering areas with a stage, pavilions, and grilling zones. Incorporated all-native plantings and stormwater management improvements to enhance sustainability and ecological value. Led community branding and wayfinding improvements throughout the park, creating cohesive signage and design elements that reflect the local identity and enhance user experience.

Cherokee County Parks & Trails Southwest Area Plan (Cherokee County, GA): Landscape Designer for the development of a parks and trails master plan for the southwest region of the county, focusing on underutilized County-owned or leased parcels. The plan aimed to create new recreational opportunities and establish a network of arterial trails to connect the parks.

George Pierce Park (Gwinnett County, GA): Design lead for an existing park expansion. New elements featured a universally accessible playground with seven unique play structures, including a two-story lookout tower with slides and climbing nets. Utilized a permeable rubber tile surfacing by sofSURFACES to promote stormwater infiltration, fall safety, and vibrant color coordination. The project also includes an accessible nature loop trail, designed with careful attention to minimize environmental impact while maintaining slopes under 5%. Low timber retaining walls preserved mature trees, and reforestation efforts, including the planting of 460 native trees, ensured a seamless integration with the surrounding landscape.

Sweetwater Creek Greenway and Club Drive Park (Gwinnett County, GA): Project Manager overseeing full landscape architecture services for Sweetwater Creek Greenway Phase I and Club Drive Park Phase II design and implementation. Led the project from initial fieldwork and base mapping to design development, including trail alignment, parcel crossing design, wetland delineation, and cost estimation.



Eloisa De Leon

Landscape Designer

Eloisa De Leon, a designer in TSW's Landscape Architecture Studio of TSW, has four years of experience as a landscape designer in a variety of project settings. Eloisa is proficient in illustrative design, 3-D modeling, and AutoCAD. Eloisa has worked on numerous marketing and construction document packages.

Prior to joining TSW in 2019, Eloisa was a research assistant at Mississippi State University, doing research on water management and design of community gardens.

Education:
2020 Master of Landscape Architecture
Mississippi State University

2015 Bachelor of Science in Architectural Engineering
University of Southern Mississippi

Professional Affiliations:
- American Society of Landscape Architects

Awards:
- 2019 ASLA Honor Award, ASLA Mississippi Chapter
- 2019 ASLA Award of Excellence, Student Collaboration - Cultivating the Future: Designing and Constructing a Didactic Garden

Representative Projects:

East Roswell Park (Roswell, GA): Landscape Designer for an existing park renovation, focusing on six key areas: a dog park, a new entrance and parking lot for an arts center, two playgrounds with pavilions, ADA-compliant parking at multi-use fields, and the extension of a multi-use trail. Improvements prioritized ADA accessibility, equitable design standards, and stormwater management upgrades to meet modern code requirements.

Chason Park Expansion (Bainbridge, GA) - Landscape Designer for the development of design research, illustrative graphics, and construction documents for Chason Park, a historic park on a bluff that is in between the historic downtown district and the Flint River. The project includes five construction phases.

City of Mobile Hero Plaza (Mobile, AL) - Landscape Designer for development of design and construction documents for civic plaza area adjacent to the Mobile Convention Center that includes the design of pedestrian enhancements, including ADA ramps, vehicular drop off area, shade structure, hardscape and landscape for statue displays and interpretive panels, seating walls, fountain, and roundabout.

City of Hawkinsville Veterans Memorial Park (Hawkinsville, GA) - Landscape Designer for development of design and construction documents for public park along the Ocmulgee River and adjacent existing river walk trail that includes an event lawn, skate park, pickle ball courts, splash pad, playground area, restroom building, and dog park.

Decatur Tree Ordinance (Decatur, GA) - Landscape Designer for planning and design services to the City of Decatur associated with the City's ongoing updates to its tree ordinance. Extensive research and collaboration with the City of Decatur was performed to develop simple, yet informative, graphics that easily explain the purpose of the new ordinance.

Rome River Arts District (Rome, GA) – Landscape Designer for 6-acre infill project that includes a 2-acre public park, large interior food hall, commercial out parcels, and two multifamily buildings. Streetscapes consist of commercial store fronts and integrated landscape design to enhance, but not block, the building and provide pedestrian comfort. The streetscape continues into the project, connecting the interior River Arts Park to the city.



Christopher Myers

Public Engagement and Historic Preservation

Christopher, an Associate at TSW, has more than 10 years of experience as a planner and historic preservationist, administering design guidelines, developing historic preservation plans, reviewing site development plans, completing environmental reviews, and conducting site and literature research. He has extensive experience supporting the work of historic preservation commissions and preparing context-based analyses of proposed changes to properties and sites. Christopher previously served as president of Preserve Greater Indy, a volunteer group of young and young-at-heart professionals with an interest in programming and community building in the preservation field.

Education:
2014 Master of Science in Historic Preservation
Ball State University

2013 Bachelor of Urban Planning and Development
Ball State University

Professional Affiliations:
- American Planning Association

Awards:
- 2021 American Planning Association Kentucky Chapter Outstanding Project Award for City of Covington's Neighborhood Development Code

Work Experience:

Prior to joining TSW, Christopher was a project manager and code specialist with ZoneCo, a zoning and historic preservation administrator with the City of Covington, KY, and a senior planner and preservation planner with the City of Indianapolis, IN.

Representative Projects:

Urban Growth Management Master Plan (Lexington, KY) - Planner for developing a framework for future development for the upcoming expansion of Lexington's Urban Service Area. The project includes an extensive public and stakeholder engagement process to direct strategies and methods to guide sustainable and equitable development.

Lexington Freedom Train (Lexington, KY) - Community planner for pro bono plaza design to commemorate Lexington heroes, Lewis and Harriet Hayden, and memorializing the cruel history of slavery.

Statesboro Unified Development Ordinance (Statesboro, GA) - Lead code writer with a subconsultant team to create a unified set of development standards that incentivizes adaptive reuse, among other objectives from the City's Comprehensive Plan. This project included in-depth draft reviews with the client's code administrators.

Fox Lake National Register Expansion* (Fox Lake/Angola, IN) - Project manager for preparing the National Register of Historic Places expansion for Fox Lake, a historic and one-of-a-kind community in Indiana with rich history that is owned, developed, and maintained by Black families and their descendants. This project included extensive archival research and on-the-ground analysis of existing conditions.

Historic Covington Design Guidelines* (Covington, KY) - Preservation specialist responsible for updating the City's design guidelines, modernizing graphics, and turning the document into a resource guide for historic property owners.

Historic Washington Park Design Guidelines* (Indianapolis, IN) - Project manager for developing design guidelines tailored to the neighborhood's interests and educating property owners on the effects of local designation.

* Completed while with another firm

TSW



JOHN FALK, PE, LEED AP
SITE SERVICE LEADER

Years of Experience: 26

Registrations
Professional Engineer: MO, IL

Education
BS, Civil Engineering, 1997
University of Missouri - Rolla

Accreditations
LEED Accredited Professional
Illinois CDB Trained PM

Software
AutoCAD
StormCAD
InRoads
Microsoft Office
Hydraflow – Hydrographs
Hydraflow – Storm Sewers
LEED Auditing Software
MicroStation

John serves as CDI's Site Service Leader and is responsible for site leadership and site project management. Since joining CDI in 2004, he has used his education, talents, and experience exclusively on site development projects. John is a highly capable project manager and produces all documents needed for project delivery, including construction drawings, design calculations (e.g. hydrology, hydraulics, pavements), cost estimates, engineering specifications, and construction administration documents. John enjoys working with clients and members of the design team to create practical, cost-effective solutions.

SELECT PROJECT EXPERIENCE

SITE DEVELOPMENT - PARKS
St. Louis County Parks – Queeny Park Comfort Station | St. Louis County, MO
St. Louis County Parks – Creve Coeur Park Comfort Station | Maryland Heights, MO
St. Louis County Parks – Spanish Lake O'Mara Comfort Station | St. Louis County, MO
Fillmore Park | Kirkwood, MO
Hazelwood School District - Sculpture Park | Hazelwood, MO
Little Creek Nature Area - Discovery Pond and Pedestrian Trail | St. Louis County, MO
Carr Square - Gateway Walking Trail | St. Louis City, MO

SITE DEVELOPMENT-RECREATION/COMMUNITY CENTERS
Lemay Community Center | St. Louis County, MO
Missouri State University – Student Recreation Center | Springfield, MO
University of Missouri St. Louis - Student Wellness and Recreation Center | St. Louis County, MO
Maryland Heights Community Center | Maryland Heights, MO
Richmond Heights Community Center Planning Study | Richmond Heights, MO
Dielmann Recreation Center Planning Study | Creve Coeur, MO

SITE DEVELOPMENT – ATHLETIC FIELDS
SLU Medical Recreation Field | St. Louis City, MO
Nerinx Hall Athletic Field | Webster Groves, MO
SLU Intramural Athletic Field | St. Louis City, MO

SITE DEVELOPMENT – THEATERS/MUSEUMS
Muny Renovation Project | City of St. Louis, MO
Muny Café One | City of St. Louis, MO
Nerinx Hall Theater Addition | Webster Groves, MO
Soldiers Memorial Military Museum Renovation | City of St. Louis, MO

SITE DEVELOPMENT - MUNICIPAL
O'Fallon Public Library Planning | O'Fallon, IL
Brentwood Fire Station | Brentwood, MO
Maryland Heights Recreation Center Planning | Maryland Heights, MO
Richmond Heights Memorial Library | Richmond Heights, MO

SITE DEVELOPMENT - EDUCATION (K-12)
FSD Antonia Campus and Middle School | Jefferson County, Missouri
HSD Learning Center | Hazelwood, Missouri
HSD Arrowpoint Elementary School | Hazelwood, Missouri
HSD Northwest Middle School | Hazelwood, Missouri
HSD Elementary School Additions | Hazelwood, Missouri
HSD Nerinx Hall Theater Addition and Garage | Webster, Missouri

SITE DEVELOPMENT - EDUCATION (COLLEGIATE)
MU Brady Commons Student Center | University of Missouri - Columbia
MU Defoe Graham Student Housing | University of Missouri – Columbia
MU McKee Hall Building | University of Missouri – Columbia



SARA ANDERT, PE
PROJECT ENGINEER

Years of Experience: 16

Registrations
Professional Engineer: MO

Education
BS, Civil Engineering, 2008
Southern Illinois University - Edwardsville

Affiliations
American Society of Civil Engineers

FOCUS St. Louis Emerging Leaders

Software
AutoCAD
ArcGIS
Microsoft Office
Microsoft Excel

Sara Andert joined the CDI team in 2008 as part of our Water Resources service. Since joining the team, her project experience has grown to include the Watershed Facility Planning effort for the St. Louis Metropolitan Sewer District, as well as sanitary and storm sewer design and extensive GIS applications. Sara has now transitioned to CDI's Site Service, where she applies her background in water and stormwater design as a project engineer on commercial and municipal site design projects throughout the region.

SELECT PROJECT EXPERIENCE

Soldiers' Memorial Military Museum and Court of Honor
St. Louis, MO | Client: Mackey Mitchell Architects/City of St. Louis

AB Green Park Ramp and Stair Improvements
Richmond Heights, MO | Client: ILI Communities and City of Richmond Heights Parks Department/City of Richmond Heights

Veteran's Honor Park
Chesterfield, MO | Client: Powers Bowersox/City of Chesterfield

AB Green Pavilion Renovation
Richmond Heights, MO | Client: Planning Design Services and OWH/City of Richmond Heights

Oak Tree Park Comfort Station
Brentwood, MO | Client: Planning Design Services and OWH/City of Brentwood

Ball Field Improvements at Various Parks
St. Louis, MO | Client: City of St. Louis Board of Public Services/City of St. Louis

RDP Extension Park Creek Bank Stabilization
St. Louis, MO | Client: City of St. Louis

Improvements to Lindenwood Park; New Stage
St. Louis, MO | Client: City of St. Louis, MO

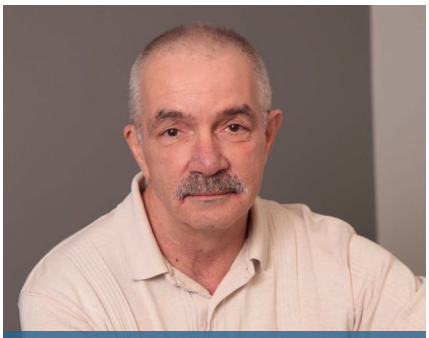
Improvements to Tilles Park; New Splashpad
St. Louis, MO | Client: City of St. Louis

St. Louis County Library Phase IB (Part A, 4 Libraries)
St. Louis County | Client: Bond Architects/St. Louis County Libraries

St. Louis County Library Phase IB (Part B, 5 Libraries)
St. Louis County | Client: Bond Architects/St. Louis County Libraries

Fillmore Park Master Plan Implementation
Kirkwood, MO | Client: Planning Design Studio/City of Kirkwood, MO

Laclede Park Pedestrian Walkways
St. Louis, MO | Client: City of St. Louis, MO



ALEX DONENBERG, PE, LEED, AP
PROJECT ENGINEER

Years of Experience: 30+

Registrations
Professional Engineer:
KY

Education
MS, Civil Engineering, 1983
Leningrad Institute of Hydrometeorology

Accreditations
LEED Accredited Professional

Software
AutoCAD
HydroCAD
Carlson
HY-8
HEC-RAS

Alex Donenberg is a Professional Engineer who provides civil engineering design services for site development, rail design, roadway design, and utility extensions. Alex has designed sites for MSD projects, public schools, and manufacturing facilities. He has a strong background in drainage design, considers alternative solutions for drainage, and understands the importance of communicating with utility companies, review agencies, and the client. His designs of water quality control measures always require compliance with local and federal regulations.

SELECT PROJECT EXPERIENCE

Parkland Branch Library
Louisville, KY | Client: JRA Architects
CDI prepared construction documents and obtained approvals from MSD and Public Works for the addition/renovation to the Parkland Branch Library. Construction documents include a demolition plan, EPSC plan, site layout plans, grading plans, and drainage plans.

Portland Branch Library
Louisville, KY | Client: JRA Architects
Prepared construction documents for construction purposes and obtained approvals from MSD and Public Works for the addition/renovation to Portland Branch Library. Construction documents included demolition, EPSC, site layout, grading, and drainage plans.

Baxter Community Center
Louisville, KY | Sherman Carter Barnhart
CDI prepared construction documents and obtained approvals from MSD and Public Works for the addition/renovation to the Parkland Branch Library. Construction documents include a demolition plan, EPSC plan, site layout plans, grading plans, and drainage plans.

Louisville Collegiate School
Louisville, KY | Client: OMR Architects
Prepared civil construction plans for Louisville Collegiate School expansion and renovation. Plans included site layout and grading, realigning utilities, stormwater and sanitary sewer design, and post-construction stormwater quality BMPs.

University of Louisville Belknap Academic Classroom Building
Louisville, KY | Client: KNBA Architects
CDI coordinated with local utility companies for utility design and worked closely with the project team to design the site drainage, including an underground detention system, realign an underground concrete utility tunnel, and ensure certain LEED credits were attained.

Beecher Terrace Phase I & III
Louisville, KY | Client: McCormack Baron Salazar/Sherman Carter Barnhart
Civil scope included demolition, erosion prevention and sediment control, site, site grading, and site drainage, post-construction stormwater quality, site utility, and landscape plans. CDI also prepared construction documents for sanitary construction per MSD requirements.

4th Street Development
Louisville, KY | Client: GBBN Architects
CDI was selected to provide site design services, as well as surveying services, for this project. CDI responsibilities included 4th Street and Guthrie Street streetscape design, courtyard layout and grading, site drainage design, including an underground detention system, and sanitary sewer re-alignment.

George Unseld Early Childhood Center
Louisville, KY | Client: C.L. Anderson Architecture
Responsible for Site Development Plans for a 12-acre site for Jefferson County Public Schools. This included closing existing right of way, designing access roadways for cars and busses to use together safely, parking lots, utilities, drainage design, and obtaining all agency approvals.

SECTION 3:

Project Understanding

Understanding of the Castlewood Park Design Goals

Castlewood Park is a 32 acre community park, located two miles northeast of downtown Lexington. It is one of the oldest parks in Lexington. Amenities at Castlewood Park include an active Community Center, Loudon House historic home, restrooms, sports fields, pastoral lawn, playground, aquatic center and sprayground.

Despite its multifaceted programming, there is very little existing parking - only about 30 spaces for the Loudon House and community center.

Previous studies for the site have included a neighborhood sustainability plan, building assessment for Loudon House and Community Center, and master planning efforts for the overall park site. A draft master plan recommended renovating and upgrading the park's existing amenities to provide ADA access, adding greater tree canopy coverage and other shade systems, adding more naturalized landscape areas, adding a new paved multi-use loop trail and adding more parking.

Castlewood Park Project Location Map



The Team must weigh the needs for improvements to park elements, in particular the sports courts and parking to meet current community needs, with the significance of Loudon House house (National Register of Historic Places) and the role of the surrounding former estate as communal open space for a neighborhood that grew up around it. This may be a particular point of contention given the role Castlewood plays in providing major programmed and unprogrammed green space in a part of town underserved by areas of community open space.

The scope builds on previous efforts, focusing on improved ADA-compliant vehicular and pedestrian access to park amenities. It also includes redesigning aging sport courts to respond to community feedback regarding a desire for more variety in the types of facilities offered. The Lexington-Fayette Urban County Government hopes to balance preserving valued natural spaces with enhancing access, safety, and security, especially near the picnic shelter and playground.

SECTION 4:

Similar Experience

Recent TSW Project Experience Overview

Parks can play a significant role in connecting communities, while also promoting healthy, recreational activity. TSW has been planning and designing greenways, trails, and parks as part of communities for more than 30 years. Our experience includes a variety of planning and design efforts from urban pocket parks to rural park system plans. Our diverse experience allows us to produce comprehensive plans that guide future connections while focusing on cost, operations and maintenance, and user experience of existing facilities. The matrix below shows TSW's overall comprehensive planning experience for greenway, parks, and trail systems experience followed by highlighted projects and references.

TSW Relevant Experience Matrix	LED MULTIDISCIPLINARY TEAM	EXISTING CONDITIONS ANALYSIS	COMMUNITY/STAKEHOLDER ENGAGEMENT	STRATEGIC PLANNING	POLICY + ORDINANCE UPDATES	OPERATIONS/MANAGEMENT RECOMMENDATIONS	ACTION PLAN	VISIONING GRAPHICS
Atlanta BeltLine EIS Trail Design & Development	●	●	●	●	●	●	●	●
Atlanta BeltLine Unified Plan	●	●	●	●	●	●	●	●
City of Bainbridge Parks + Recreation Planning	●	●	●	●	●	●	●	●
Northeast Cherokee County Parks & Trails Plan	●	●	●	●	●	●	●	●
Southwest Cherokee County Parks & Trails Plan	●	●	●	●	●	●	●	●
City of Clarksville Riverfront and Upland Trail System	●	●	●	●		●	●	●
City of Forsyth Parks Master Plan	●	●	●	●	●	●	●	●
City of Gulf Shores Parks + Recreation Planning	●	●	●	●	●	●	●	●
Gwinnett County Parks & Recreation On-Demand Services	●	●		●		●		●
Gwinnett Place Connected	●	●	●	●	●	●	●	●
Perimeter CIDs Public Space Standards	●	●	●	●	●	●	●	
Piedmont Park North Woods Master Plan	●	●	●	●	●	●	●	●
City of Stockbridge Parks System Master Plan	●	●	●	●	●	●	●	●
Rivertown Multi-use Trail Network Plan	●	●		●	●	●	●	●
Tallahassee Capital Trails Segment 4		●	●	●	●	●	●	●
Town Center CID Creative Placemaking Master Plan	●	●	●	●	●	●	●	●

Lexington Freedom Train

Lexington, KY

The Lexington Freedom Train project honors two local heroes - Lewis and Harriett Hayden - who escaped slavery via the Underground Railroad and went on to become famed abolitionists, helping countless others embark on their own path to freedom. The project, which began as a grassroots initiative, is funded under LexArts and has become a significant element of Lexington's 250th anniversary celebration in 2025.

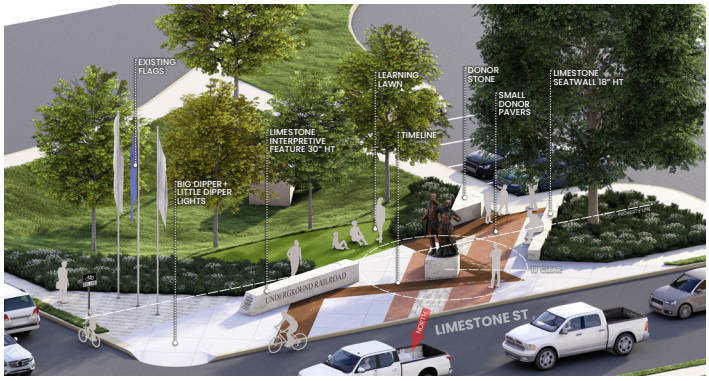
TSW is developing a conceptual plan for the small plaza space surrounding the sculpture. The site plan carefully considers the Hayden sculpture as a focal point for the plaza, and thoughtfully weaves interpretive/educational components about the legacy of the couple, the history of Lexington that includes the cruel history of slavery, and the stories of the Underground Railroad.

The project also acknowledges the importance of the site within Lexington's East End neighborhood, its adjacency to Lexington Traditional Magnet School, and its place in the history of the community. The site integrates with the adjacent streetscape on Limestone Street and its positioning as a stop on the Legacy Trail.

As part of the design process, TSW is providing cost estimates to coordinate with the client and ensure the project remains within budget.









CLIENT: Lexington Freedom Train

PROJECT STATUS: Conceptual Design

INVOLVED PERSONNEL:

- Bryan Bays, Principal-in-Charge / Lead Landscape Architect
- Samantha Castro, Planner / Local Representative
- Christopher Myers, Planner / Historic Research

East Roswell Park

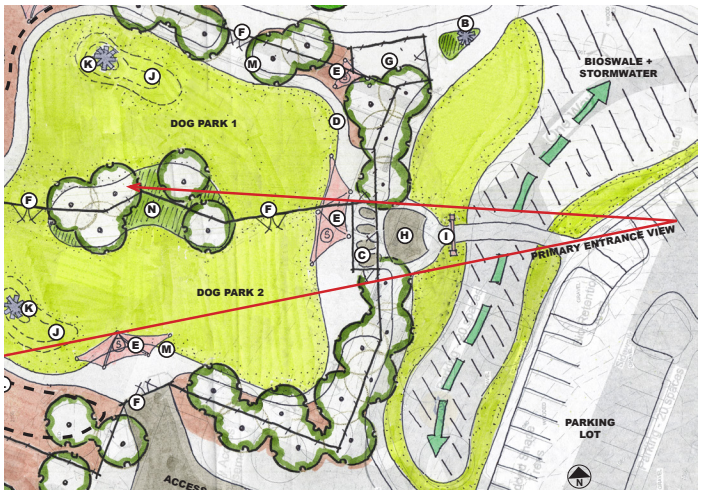
Roswell, GA

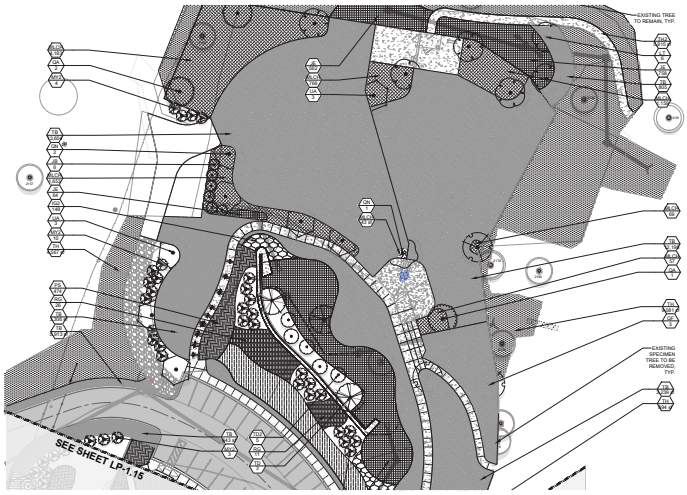
East Roswell Park, a popular 40-acre site, underwent significant renovations following an ADA assessment that identified areas for improvement. TSW was retained by the City of Roswell to lead the design and implementation of upgrades aimed at enhancing accessibility and inclusivity across the park.

Key features included the creation of a new 1-acre dog park, along with a paved entrance drive, lower parking lot, and a stormwater pond designed to meet current regulations and manage water quality and volume. The existing parking lot at the Art Center was reconfigured to include a turnaround and drop-off area, improving accessibility for parking and summer camp operations.

Additional improvements included the extension of 700 linear feet of multi-use trail to enhance park connectivity, ADA-compliant access at two pavilions, and the addition of an inclusive playground. Accessible parking and seating were also added at two multi-use fields. All new parking lots and drive aisles were designed to meet current ADA and fire accessibility codes.

During the design process, TSW provided cost estimates to coordinate with the client and ensure the project remained within budget.







CLIENT: City of Roswell, GA

PROJECT STATUS: Under Construction

INVOLVED PERSONNEL:

- Bryan Bays, Principal-in-Charge / Lead Landscape Architect
- Peyton Peterson, Project Manager / Landscape Architect
- Eloisa De Leon, Landscape Designer

Chason Park Expansion

Bainbridge, GA

TSW developed a Master Plan and construction documents for Chason Park, a historic park originally developed in 1921, that is in between historic downtown Bainbridge and the Flint River. This park is a multi-phase project that will reconnect the community to the Flint River, catalyze redevelopment near the river, and tell the story of the City's environmental, economic, and cultural relationship with the river over time. The park is located on a large bluff that connects down a grand staircase to the Flint River. The park is a place to play and learn, combining traditional park elements with interactive educational programming that focuses on the environment, history, and agriculture. This intergenerational park supports the needs of a diverse growing resident population in downtown with an event lawn, splash pad, two playgrounds, shade structure, ample seating, paved trails and overlook views of the river.

Low Impact Development: The park's location at the edge of the river valley and its environmentally themed programming presented an ideal opportunity to showcase several green design elements. The park uses LID feature like bioswales, bio-retention, to convey, treat, and store stormwater on the site. Grey water is collected and reused in the park for toilet flushing and irrigation.

TSW's planning process included public input, small group interviews, a teacher-led education-focused stakeholder group, and public input sessions. TSW provided phasing and grant funding strategies and helped the City prioritize the projects into implementable segments. Phase 3 of the park just completed construction and the park had its grand opening in the fall of 2023.

CLIENT: City of Bainbridge, GA

PROJECT STATUS: Completed in 2024

INVOLVED PERSONNEL:

- Bryan Bays, Principal-in-Charge / Lead Landscape Architect
- Eloisa De Leon, Landscape Designer







George Pierce Park Expansion

Gwinnett County, GA

George Pierce Park expansion is an intergenerational, universally-accessible park project. The 304-acre County Park includes a community center, sports fields, the Ivy Creek Trail, and expanses of high quality upland and lowland forest.

The centerpiece of TSW's plan for the park expansion is a universally-accessible playground embracing features that remove both the physical and social barriers to equitable play. In addition, an accessible nature loop trail was designed to traverse the rugged forest adjacent to the playground while maintaining slopes less than 5%. Design of the trail was challenging and required diligent focus before and during construction to minimize damage to the woodland floor and mature tree canopy. Prior to construction, the on-site review of the land disturbance yielded in-field changes to minimize the construction footprint. Low timber retaining walls were used to reduce grading and preserve trees allowing the path to stay tight to the existing topography and better engage the native landscape. The result is a pathway that appears as though it has been there for years. In areas where grading could not be minimized, reforestation techniques were utilized. More than 450 five-gallon trees, consisting of oaks, tulip poplars, hickories, and ironwoods were planted 6 feet on center to help quickly stitch gaps in the forest canopy.

TSW's Architecture Studio completed design and construction documents for the new restroom and pavilion building.

CLIENT: Gwinnett County, GA

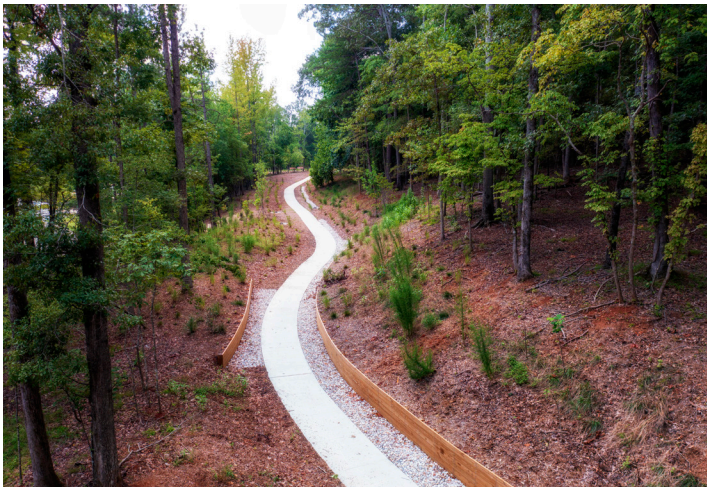
PROJECT STATUS: Completed in 2022

INVOLVED PERSONNEL:

- Bryan Bays, Principal-in-Charge / Lead Landscape Architect
- Peyton Peterson, Project Manager / Landscape Architect
- Eloisa De Leon, Landscape Designer







Sweetwater Creek Greenway & Club Drive Park: Phase II

Lawrenceville, GA

TSW

TSW was retained as part of a multi-year on-demand landscape architecture services contract to provide full landscape architecture services for the Sweetwater Creek Greenway Phase I and Club Drive Park Phase II design and implementation. Sweetwater Creek Greenway totals approximately 5.5 miles and runs along Sweetwater Creek from Bethesda Park to Club Drive Park. TSW's portion of work includes two segment of approximately one mile, which is a combination of concrete trail and boardwalk sections over creeks and wetlands. The effort kicked off with fieldwork and base mapping followed by design work, which included trail alignment and plans, detailed parcel crossing design, wetland delineation, and cost estimates. The project is currently in the phases to develop RTP Grant exhibits, NEPA documentation, and a Flood Study. TSW will then develop construction documents, conduct permitting, assist with the bidding process, and provide construction administration services. The second phase of Club Drive Park, which opened in early 2019, includes two boardwalk structures with integrated seating and signage elements, which provide a unique experience of the surrounding woods and wetlands. A large lawn provides ample recreational space, and the outer circulation path connects with the trails in Phase I of the park to create a multi-use exercise loop. Estimated construction costs were approximately $6 million.







CLIENT: Gwinnett County, GA

PROJECT STATUS: Completed in 2019

INVOLVED PERSONNEL:

- Bryan Bays, Principal-in-Charge / Lead Landscape Architect
- Peyton Peterson, Project Manager / Landscape Architect

Veterans Memorial Park

Hawkinsville, GA

TSW was retained to provide full landscape architectural design services for the renovation of the existing Veterans Memorial Park. The park sits on a prominent location across the street from city hall in downtown Hawkinsville, GA, at the end of city's historic main street and overlooking the Ocmulgee River. The scope of work included base mapping and site analysis, initial design and aesthetic recommendations, and construction documents.

Various programmatic elements were added while sensitively preserving the existing veteran's memorial on site. New park program includes a splash pad, pickleball courts, skatepark, dog park, playground, walking loop, formal event lawn, lighting and plants, and public restroom building. One unique challenge to the site was working around the existing Georgia Power utility corridor, which constrained the design options and guided the final plan layout.

TSW's Architecture Studio completed design and construction documents for the new restroom building.

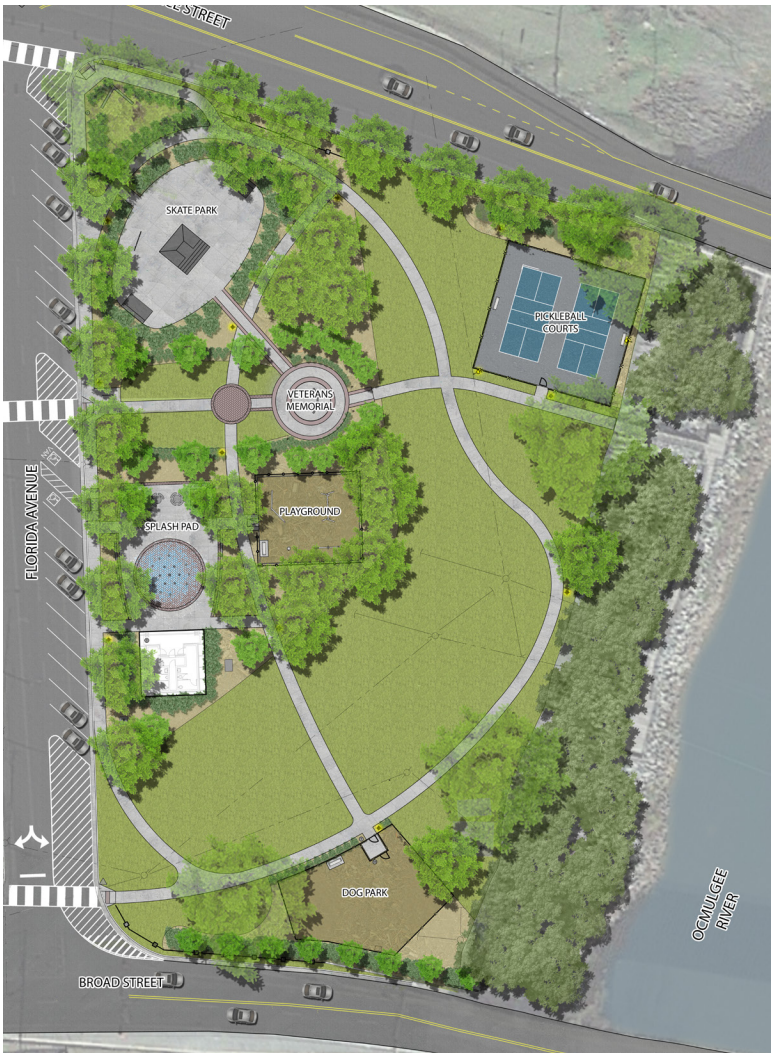
CLIENT: City of Hawkinsville, GA

PROJECT STATUS: Completed in 2023

INVOLVED PERSONNEL:

- Eloisa De Leon, Landscape Designer





Public Engagement Toolkit Handbook

Lexington, Kentucky

While previously employed as a Long Range Planner with the Lexington-Fayette Urban County Government's Division of Planning, Samantha Castro, worked on creating the Public Engagement Toolkit handbook. The creation of this handbook was a result of the Imagine Lexington 2018 Comprehensive Plan.

The Lexington Division of Planning formed an advisory panel made up of developers, community representatives, and residents to help define "meaningful engagement" and development the Public Engagement Toolkit (PET) - an endeavor that has been titled The PET Project. The goal of the Toolkit is to offer developers guidance and tips for success, while simultaneously empowering Lexington residents to:

- Understand the development review process
- Know where to find information about proposed developments
- Recognize appropriate stages in the process to provide input

INVOLVED PERSONNEL:

- Samantha Castro, Project Manager and Senior Long Range Planner (while at LFUCG)





Lexington-Fayette Urban County Government Urban Growth Master Plan

Lexington, KY

TSW was retained by the Lexington-Fayette Urban County Government to lead a multidisciplinary planning process to develop a framework for future development for the upcoming expansion of Lexington's Urban Service Area. The Urban Service Area limits the spread of sprawl, designating what parcels of land can be developed and receive city services like water and sewer, leaving the remainder of the county as rural, natural, or agricultural lands.

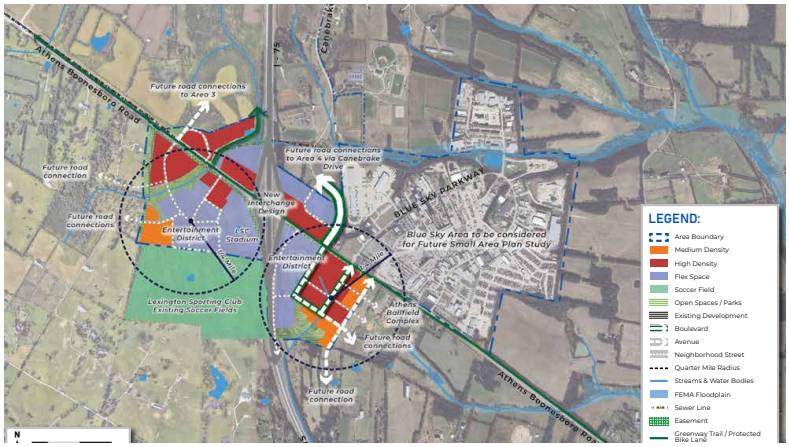
The key tasks of the project include:

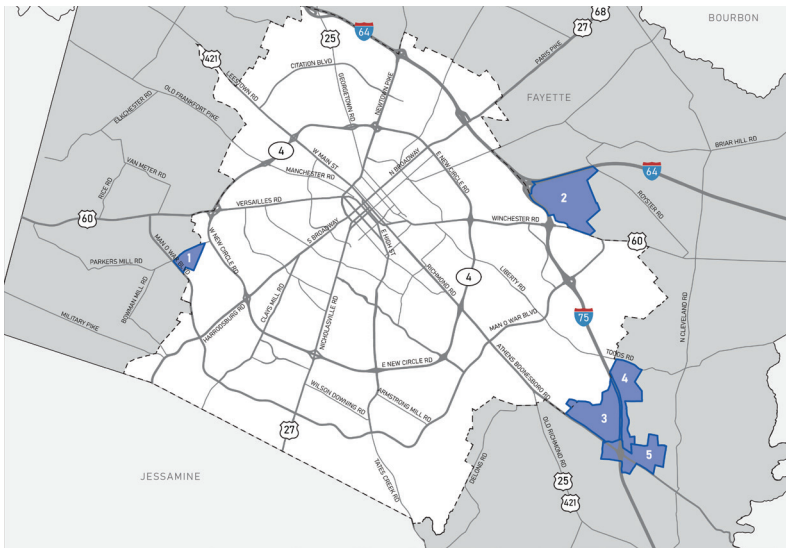
- Developing Lexington-specific strategies and methods to guide sustainable and equitable development including the identification and recommendation of practices tailored to the unique characteristics and needs of Lexington.
- Developing a sustainable and equitable transportation and land use spatial framework that supports transit and creates walkable and bike-friendly urban centers and residential districts close to goods, services, and employment opportunities.
- Identifying innovative funding mechanisms for public infrastructure and facilities and provide a comprehensive analysis of the costs associated with construction and maintenance.
- Facilitating public engagement and stakeholder outreach to incorporate community input into the plan development process, ensuring that stakeholder perspectives and priorities are considered.

INVOLVED PERSONNEL:

- Samantha Castro, Project Manager / Planner
- Christopher Myers, Planner







Owner
Louisville Housing Authority

Services
Civil Engineering Design
Land Surveying
Construction Documents

Key Personnel
Alex Donenberg, PE

Project Completion
November 2022

CDI Fee
$125,200

Iroquois Homes Senior Building & Organic Walking Trail | Louisville Housing Authority

CDI is providing professional land surveying and civil engineering services for LMHA's new Iroquois homes Senior Living Development, set to open in 2025. The new apartment building will feature 60 units, more green spaces, including an organic walking trail, integration with the neighboring community, and additional amenities and services such as access to childcare facilities and grocery stores.
The CDI team's scope of work includes a general development plan, utility coordination, construction plans and assistance, land survey, and a sanitary sewer lateral extension.



On-Call Park Improvements | St. Louis County, MO

Owner/Client
St. Louis County Parks

Contact
Tobi Moriarty
St. Louis County Parks
41 South Central
Clayton, MO 63105
(314) 615-0157
tmoriarty@stlouiscountymo.gov

Services
Civil Engineering
Land Surveying

Key Personnel
John Falk, PE
Sara Andert, PE
Stephen Thole, PE, PLA
Shea Krotz, PE
Philip Grout, PLS

Project Cost
Various

Project Schedule
On-Going

CDI currently maintains a contract for On-Call services for the St. Louis County Parks and Recreation Department. To date, awarded contracts include, but are not limited to, the following facility improvement projects:

- **Simpson Park Trail Relocation** • Rerouting of an existing trail through a stand of mature trees, land surveying.
- **Greensfelder Park Improvements** • Gravel drive reconstruction, new pull off parking and gravel parking lot, gravel walkway.
- **Unincorporated Parking Lot Rehabilitations** • ADA improvements, parking lot resurfacing, a flood study, and a parking addition and expansion.
- **Municipality Parking Lot Rehabilitations** • New culvert installation, accessible parking and route addition.
- **Tilles Park Tennis Court Redesign** • Tennis and pickle ball court replacement, ADA accessible walkways, new retaining wall.
- **Culvert Replacement at West Tyson** • Two new culverts designed to overtop during heavy storm events, design included erosion prevention measures.
- **Kinloch Park Renovations** • Improvements to pavilion, comfort station, splash pad, playground, basketball courts, sidewalks and parking lot.



University of Kentucky AG Research 1 | Lexington, KY

Owner
University of Kentucky

Client
BHDP
Alejandro Medina
302 West Third St. – Suite 500
Cincinnati, OH, 45202
amedina@bhdp.com

Services
Topographic Survey

Key Personnel
Dennis Kononov

CDI Fee
#39,495.00

Civil Design, Inc. performed a topographic survey for UK AG Research 1 project. The survey involved locating of all existing above ground features within the defined survey limits, as well as all surface utility features, storm structures, gridlines, curbing and parking areas, sidewalks and building structure and all above ground utilities.







University of Kentucky Student Center | Lexington, KY

Owner
University of Kentucky

Client
RAM Engineering &
Construction, Inc.
William Chilton
P.O. Box 11549
Louisville, KY 40251
wwchiltoniii@att.com

Services
Construction Staking

Key Personnel
Dennis Kononov
Brian Bewley, PLS

Project Schedule
Start Date: April 2020
Completion Date: April 2021

CDI Fee
$4,338.00

Civil Design, Inc. performed construction staking for the Student Center on the UK Campus. Survey included layout of the building, staked grid lines. Staked all drainge structures, inlets, curb and sidewalks and parking areas.





SECTION 5:

Project Approach

Scope of Work

I. BASE INFORMATION

TSW will evaluate the existing site conditions, review prior studies and conceptual plans, and determine necessary improvements to enhance vehicular and pedestrian access while ensuring compliance with relevant standards. The consultant will develop schematic plans with cost estimates, incorporating any necessary stormwater management measures to support proposed enhancements.

Topographic Survey:

The City will provide the consultant with a topographic survey detailing current conditions within the sport court area. Elevation data for the rest of the park will be sourced from GIS data during the conceptual and schematic design phases. Should the project progress to design development and construction documentation, the owner will either supply or arrange for additional critical topographic survey services as required.

***Deliverables*:**

1. The design team will compile the base information provided by the Owner into a single composite base map of use in this phase of work.

Site Analysis and Parking Audit:

A comprehensive review of existing parking availability, both within the park and on adjacent streets, will be conducted to verify that the required minimum parking is met and appropriately distributed among park amenities. This assessment will include designated ADA parking spaces and their locations. Additionally, pedestrian access from public sidewalks surrounding the park will be analyzed for condition and compliance with accessibility standards.

***Deliverables*:**

1. The design team will document existing conditions and inventory current parking by locations and type.
2. The design team will identify existing park elements/facilities and their parking demand by either capacity or code and create a demand table and service radius with a goal of parking demand being met withing a 5 minute walk of the element (500' for ADA parking).
3. Service deficiencies will be noted by element/facility.

II. CONCEPTUAL DESIGN

The Conceptual design phase will apply the preliminary design program, established through interviews with Park Staff and project stakeholders, and inventory and analysis of the park. The goal of this phase of work is to test feasibility of new configurations for the park with the ability to make quick modifications based on feedback.

2.1. The conceptual design will use findings from the parking evaluation to assess if current parking is sufficient. If deficiencies are identified, recommendations for additional parking locations will be provided.

2.2. The design will establish optimal pedestrian pathway connections, ensuring they meet ADA accessibility standards.

2.3. The conceptual phase will include at least two **Conceptual Design Review Meetings** with park staff: an initial kickoff meeting to identify priorities based on current and anticipated park use, and a second meeting to review and discuss proposed concepts.

III. SCHEMATIC PLANS AND COST ESTIMATE

The schematic plans will advance the concept design in detail, developing the form of the project through preliminary grading and materiality. Schematic plans will be developed in enough detail to provide preliminary construction scoping and cost budgets. This work will include hardscape, landscape, parking, circulation, utility planning, and stormwater requirements.

***Deliverables*:**

1. Recommended new parking areas and accessible travel paths for all existing park amenities, incorporating necessary stormwater management measures for proposed impervious surfaces. The plan will also include suggestions for replacing any existing parking or pathways recommended for retention. Cost estimates will be provided for all recommendations.
2. Redevelopment of a small sports court complex featuring tennis, pickleball, futsal, and potentially basketball courts. The plan will include recommendations for parking (if needed), accessible travel routes, and required stormwater mitigation for proposed impervious surfaces. Suggestions for replacing any existing parking or pathways serving this complex will be included, along with cost estimates for all recommendations.
3. Proposed new parking areas and accessible travel routes for a potential expansion of the Community Center, as outlined in the 2017 Fitzsimons Office of Architecture study. The plan will address stormwater mitigation for additional impervious surfaces and suggest replacements for any existing parking or pathways recommended for retention. Cost estimates will be provided for all recommendations.

***Deliverables*:**

The Schematic Design process will include two meetings to review recommendations and costs.

1. **Schematic Design Review Meeting:** Review of recommendations with Parks and Recreation staff, including all new park elements, outlining what is to remain, but is in need of repair, review costs, and identify any major issues or concerns, particularly related to operations and maintenance.
2. **Community Engagement Workshop:** A public meeting that will include education on previous park planning efforts, an understanding of the identified park needs, a review of design elements, and collecting feedback from the community.

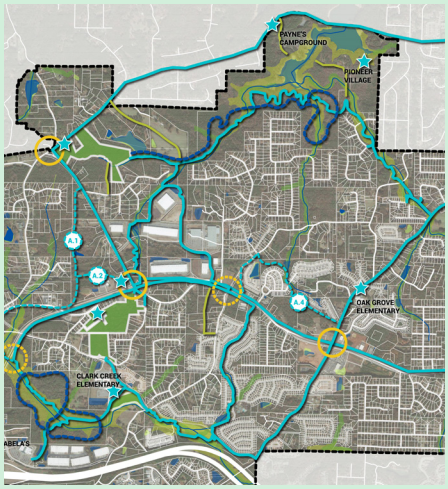
Previous Community Engagement Efforts













Final Deliverables

The design team will provide the deliverables in the formats required by the RFP.

1. Conceptual Design in digital PDF format with up to 2 revisions.
2. Schematic Design over topographic survey in digital AutoCAD (.dwg) format with a color plan rendering. Up to a single revision based on owner feedback.
3. Cost Estimates with each project component in digital Excel (.xlsx) format.

Meetings and Milestones:

The following in person meetings are included in this scope. Additional in person meetings will be provided as additional services. Virtual meetings will be held as needed throughout the project for coordination and over input.

- Project kick-off (1 meeting)
- Conceptual design review meeting (2 meeting)
- Schematic design review meeting (1 meeting)
- Community engagement (1 workshop)

(OPTIONAL ADD SERVICE)

- Pop-Ups (2-3 meetings) To help develop more recommendations specific to the needs of the park users and maximize participation, TSW will meet residents and visitors where they are. A pop-up event can be done as a stand-alone event or as part of an existing City-sponsored event (festivals, farmer's markets, parades, etc). The TSW Team will work in collaboration with City staff to determine the best date/event to host the pop-up(s).

Project Schedule

The TSW Team has prepared a 5-month project schedule that will complete the Castlewood Park Design, assuming project kick-off in mid-March 2025, as laid out in the RFP.

Task	Milestone	March				April				May				June				July			
				1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18
I: Base Information																					
Kick Off Meeting	15-Mar																				
Survey + Base Mapping																					
Site Analysis + Parking Audit																					
II: Conceptual Design																					
Conceptual Design Meeting #1 with Park Staff	15-Apr																				
Concept Plan																					
Conceptual Design Meeting #2 with Park Staff	7-May																				
Optional Pop-Ups (qty. 2-3)	15-May																				
III: Schematic Plan and Cost Estimate																					
Schematic Plan + Cost Estimate																					
Schematic Plan Meeting with Park Staff	7-Jul																				
Community Meeting	15-Jul																				

SECTION 6:

Cost Proposal

The TSW Team's goal is to build a partnership with the Lexington-Fayette Urban County Government and the community. We do not want fees to be a barrier preventing our selection as your planning consultant team. If our fee proposal differs significantly from the competition or what may be budgeted for this project, we would be pleased to discuss our fee approach and refine our scope of services. Reimbursable expenses are included in the fees below.

Estimated Fees

TASK	DESCRIPTION	TOTAL
I	**Base Information**	**$7,500**
II	**Conceptual Design**	**$12,400**
III	**Schematic Design and Cost Estimate**	**$17,000**
	TOTAL:	**$36,900**

Optional Tasks

*__Optional engagement opportunities__ are available as discussed at the end of the Conceptual Design phase..

DESCRIPTION	TOTAL
Pop-ups	**$5,000**

The following are a list of assumptions to reach the above estimated fee:

1. Owner will provide all base mapping materials in DWG.
2. Meetings beyond those specifically listed will be charged on an hourly basis with prior approval.
3. Schedule is dependent on timely reviews by owner with 1 week turnaround.

SECTION 6:

Hourly Rates

TSW

▪ Bryan Bays, Principal-in-Charge / Landscape Architect	$230
▪ Brandon Sutton, Project Manager / Landscape Architect	$135
▪ Samantha Castro, Lexington Office Lead / Community Planner	$140
▪ Peyton Peterson, Senior Park Designer	$130
▪ Eloisa De Leon, Park Designer	$95
▪ Christopher Myers	$135

CDI, Inc.

▪ John Falk / Engineer	$240
▪ Sara Andert / Engineer	$180
▪ Alex Donenberg / Engineer	$180

APPENDIX:

Required Forms

Firm Submitting Proposal: **Tunnell-Spangler-Walsh & Associates d/b/a TSW**

Complete Address: **110 West Vine Street, Suite 300, Lexington, KY 40507**
Street City Zip

Contact Name: **Samantha Castro** Title: **Lexington Office Manager / Senior Associate**

Telephone Number: **859.317.5585** Fax Number: **N/A**

Email address: **scastro@tsw-design.com**

AFFIDAVIT

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

1. His/her name is **Bryan Bays** and he/she is the individual submitting the proposal or is the authorized representative of **Tunnell-Spangler-Walsh & Associates d/b/a TSW**, the entity submitting the proposal (hereinafter referred to as "Proposer").

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

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

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

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

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

Continued on next page

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

Further, Affiant sayeth naught.

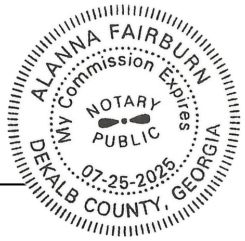
STATE OF **Georgia**

COUNTY OF **Fulton**

The foregoing instrument was subscribed, sworn to and acknowledged before me by **Bryan Bays, Principal** on this the **19th** day of **February**, 20**25**.

My Commission expires: **July 25, 2025**

NOTARY PUBLIC, STATE AT LARGE



EQUAL OPPORTUNITY AGREEMENT

Standard Title VI Assurance

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

The Law

- Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.
- Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment discrimination by contractor and sub-contractor doing business with the Federal Government or recipients of Federal funds. This order was later amended by Executive Order No. 11375 to prohibit discrimination on the basis of sex.
- Section 503 of the Rehabilitation Act of 1973 states:

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

- Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal contracts.
- Section 206(A) of Executive Order 12086, Consolidation of Contract Compliance Functions for Equal Employment Opportunity, states:

  The Secretary of Labor may investigate the employment practices of any Government contractor or sub-contractor to determine whether or not the contractual provisions specified in Section 202 of this order have been violated.

****

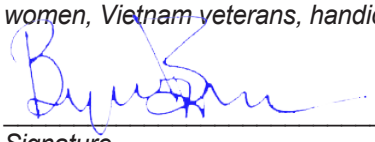
The Lexington-Fayette Urban County Government practices Equal Opportunity in recruiting, hiring and promoting. It is the Government's intent to affirmatively provide employment opportunities for those individuals who have previously not been allowed to enter into the mainstream of society. Because of its importance to the local Government, this policy carries the full endorsement of the Mayor, Commissioners, Directors and all supervisory personnel. In following this commitment to Equal Employment Opportunity and because the Government is the benefactor of the Federal funds, it is both against the Urban County Government policy and illegal for the Government to let contracts to companies which knowingly or unknowingly practice discrimination

in their employment practices. Violation of the above mentioned ordinances may cause a contract to be canceled and the contractors may be declared ineligible for future consideration.

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

Bidders

I/We agree to comply with the Civil Rights Laws listed above that govern employment rights of minorities, women, Vietnam veterans, handicapped and aged persons.



Signature

Tunnell-Spangler-Walsh & Associates d/b/a TSW

Name of Business

GENERAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

A. Termination for Cause

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

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

(3) A default in performance by a contractor for which a contract may be terminated shall include, but shall not necessarily be limited to:
   (a) Failure to perform the contract according to its terms, conditions and specifications;
   (b) Failure to make delivery within the time specified or according

to a delivery schedule fixed by the contract;

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

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

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

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

B. At Will Termination

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

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

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

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

be signed by a duly authorized officer, agent or employee of the Respondent.

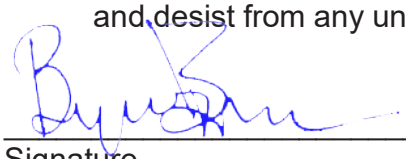
16. Governing Law: This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this Contract, the Parties agree that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern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

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

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

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

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



Signature

February 19, 2025

Date

TUNN&SPANG CBOURDON

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 9/10/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Carol Bourdon	
Weymouth, Swayze, and Corroon Ins 5710 Kennett Pike, PO Box 3939 Wilmington, DE 19807	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS: cbourdon@wscins.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : CNA	
INSURED Tunnell-Spangler & Associates, Inc. DBA TSW 1447 Peachtree St., NE Suite 850 Atlanta, GA 30309	INSURER B : HARTFORD INSURANCE COMPANY	
	INSURER C : CONTINENTAL CASUALTY	20443
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			6020707119	9/5/2024	9/5/2025	EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 4,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 4,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			6020707119	9/5/2024	9/5/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			6020707167	9/5/2024	9/5/2025	EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED X RETENTION $ 10,000							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N	N / A		44WECAT5YS8	9/5/2024	9/5/2025	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
C	Professional Liab.			AEH254029695	9/5/2024	9/5/2025	Per Occurrence	2,000,000
C	Ded. $25,000			AEH254029695	9/5/2024	9/5/2025	Aggregate	4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Additional named insured:

Tunnell-Spangler & Associates, Inc. d/b/a Tunnell-Spangler-Walsh & Associates, Inc. and TSW

CERTIFICATE HOLDER	CANCELLATION
Evidence of Insurance	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03)

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TSW
TUNNELL, SPANGLER,
WALSH & ASSOCIATES

RFP: **#3-2025** / DUE: **FEBRUARY 24, 2025**



TSW Team Proposal

Lexington-Fayette Urban County Government

Castlewood Park Design Services

for Vehicular and Pedestrian Access and Sport Court Redevelopment Design

TSW
TUNNELL, SPANGLER, WALSH & ASSOCIATES

SUBMITTED BY:

Tunnell-Spangler-Walsh & Associates, Inc.
d/b/a **TSW**
Contact: Samantha Castro, Senior Associate
Lexington Office Manager
110 West Vine Street, Suite 300
Lexington, KY 40507
Phone: 859.317.5585
Email: scastro@tsw-design.com
Web: www.tsw-design.com

SUBMITTED TO:

Director, Division of Central Procurement
Lexington-Fayette Urban County Government
200 East Main Street, 3rd Floor
Lexington, KY 40507

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Affidavit
Equal Opportunity Agreement
General Provisions

TSW

TUNNELL, SPANGLER, WALSH & ASSOCIATES

Atlanta, Georgia
Lexington, Kentucky
Tulsa, Oklahoma
Chattanooga, Tennessee

February 19, 2025

Dear Selection Committee:

Tunnell-Spangler-Walsh & Associates, Inc. (TSW) is pleased to submit our Affirmation Action Plan to the Lexington-Fayette Urban County Government in support of the Castlewood Park Design Services for Vehicular and Pedestrian Access and Sport Court Redevelopment Design effort.

For this project, we have included **Civil Design, Inc.**, a certified Women's Business Enterprise, that is certified by the Commonwealth of Kentucky and Kentucky Transportation Cabinet, and numerous other programs, to meet the DBE goal.

Concerning the goal for Veteran-owned firm participation, we reviewed the Veteran subcontractors list from LFUCG and did not find one that suited our current team needs.

After reviewing the contents of this plan, please reach out if you have any questions or need additional information.

Sincerely,

Bryan Bays, Principal

Direct: 470.751.2421
Email: bbays@tsw-design.com

Samantha Castro, Senior Associate

Direct: 859.317.5585
Email: scastro@tsw-design.com

LEXINGTON

LFUCG MWDBE PARTICIPATION FORM
Bid/RFP/Quote Reference # 3-2025

The MWDBE and/or veteran subcontractors listed have agreed to participate on this Bid/RFP/Quote. If any substitution is made or the total value of the work is changed prior to or after the job is in progress, it is understood that those substitutions must be submitted to the Division of Procurement for approval immediately. **Failure to submit a completed form may cause rejection of the bid.**

MWBE Company, Name, Address, Phone, Email	DBE/MBE WBE/VOSB/SDVOSB	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1. **Civil Design, Inc. 9400 Bunsen Parkway Suite 150 Louisville, KY 40220**	**WBE**	**Civil Engineering**	$6,500	17.6%
2.				
3.				
4.				

The undersigned company representative submits the above list of MDWBE and veteran firms to be used in accomplishing the work contained in this Bid/RFP/Quote. Any misrepresentation may result in the termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

Tunnell-Spangler-Walsh & Associates d/b/a TSW
Company

Company Representative

February 19, 2025
Date

Principal
Title

LEXINGTON

LFUCG MWDBE SUBSTITUTION FORM
Bid/RFP/Quote Reference # 3-2025

The substituted MWDBE and/or veteran subcontractors listed below have agreed to participate on this Bid/RFP/Quote. These substitutions were made prior to or after the job was in progress. These substitutions were made for reasons stated below and are now being submitted to the Division of Procurement for approval. By the authorized signature of a representative of our company, we understand that this information will be entered into our file for this project. **Note: Form required if a subcontractor is being substituted on a contract.**

SUBSTITUTED DBE/MBE/WBE/VOSB Company Name, Address, Phone, Email	DBE/MBE/WBE/VOSB/SDVOSB Formally Contracted/ Name, Address, Phone, Email	Work to Be Performed	Reason for the Substitution	Total Dollar Value of the Work	% Value of Total Contract
1. N/A					
2.					
3.					
4.					

The undersigned acknowledges that any misrepresentation may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

Tunnell-Spangler-Walsh & Associates d/b/a TSW
Company

Company Representative

February 19, 2025
Date

Principal
Title

ATTACHMENT A – SMALL AND DISADVANTAGED, MINORITY-, WOMEN-, AND VETERAN-OWNED BUSINESS OUTREACH PLAN

Proposer Name:	Tunnell-Spangler-Walsh & Associates d/b/a TSW	**Date:**	February 19, 2025
Project Name:	Castlewood Park Design Services	**Project Number:**	3-2025
Contact Name:	Samantha Castro	**Telephone:**	859.317.5585
Email:	scastro@tsw-design.com		

The mission of the Minority Business Enterprise Program is to facilitate the full participation of disadvantaged businesses, minority-, women-, veteran-, and service-disabled veteran-owned businesses in the procurement process and to promote economic inclusion as a business imperative essential to the long -term economic viability of Lexington-Fayette Urban County Government.

To that end, small and disadvantaged businesses, including minority-, woman-, veteran-, and service-disabled veteran-owned businesses, must have an equal opportunity to be utilized in the performance of contracts with public funds spent from certain discretionary agreements. By submitting its offer, Bidder/Proposer certifies that it has taken, and if there are further opportunities will take, reasonable steps to ensure that small and disadvantaged businesses, including minority-, woman-, veteran-, and service-disabled veteran-owned businesses, are provided an equal opportunity to compete for and participate in the performance of any subcontracts resulting from this procurement.

The information submitted in response to this clause will not be considered in any scored evaluation. Failure to submit this form may cause the bid or proposal to be rejected.

Is the Bidder/ Proposer a certified firm? Yes ☒ No ☐

If yes, indicate all certification type(s):

DBE ☐ MBE ☐ WBE ☐ SBE ☒ VOSB/SDVOSB ☐

and supply a copy of the certificate and/or certification letter if not currently listed on the city's Minority Business Enterprise Program's (MBEP) certified list.

1. Include a list of firms that Bidder/ Proposer has had a contractual relationship with within the last two years that are minority-owned, woman-owned, veteran-owned or small businesses, regardless of their certification status.

Partners for Economic Solutions, Contente Consulting, Shear Structural, J&A Engineering Sycamore Consulting, Stability Engineering, Grice and Associates, Toole Design

2. Does Bidder/Proposer foresee any subcontracting opportunities for this procurement?

Yes ☒ No ☐

If no, please explain why in the field below. Do not complete the rest of this form and submit this first page with your bid and/or proposal. Click or tap here to enter text.

If yes, please complete the following pages and submit all pages with your bid and/or proposal.

Describe the steps Bidder/Proposer took to solicit small and disadvantaged businesses, including MBEs, WBEs, VOSBs, and SDVOSBs, for subcontracting opportunities for this procurement.

3. Check the good faith and outreach efforts the Bidder/Proposer used to encourage the participation of small and disadvantaged businesses including, MBEs, WBEs, VOSBs and SDVOSBs:

- ☐ Bidder placed advertisements in search of prospective small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs for the solicitation.
- ☐ Bidder attended LFUCG Procurement Economic Inclusion Outreach event(s) within the past year.
- ☐ Bidder attended pre-bid and/or pre-proposal meetings for this solicitation.
- ☐ Bidder sponsored an Economic Inclusion Outreach event.
- ☐ Bidder requested a list of certified small, DBE, MBE, WBE, VOSB and/or SDVOSB subcontractors or suppliers from LFUCG.
- ☐ Bidder contacted organizations that work with small, DBE, MBE, WBE, VOSB and/or SDVOSB companies.
- ☒ Bidder sent written notices to certified small, DBE, MBE, WBE, VOSB and SDVOSB businesses.
- ☒ Bidder followed up to initial solicitations with interested small, DBE, MBE, WBE, VOSB and/or SDVOSB.
- ☒ Bidder provided small, DBE, MBE, WBE, VOSB and/or SDVOSB businesses interested in performing the solicited work with prompt access to the plans, specifications, scope of work, and requirements of the solicitation.
- ☒ Bidder made efforts to segment portions of the work to be performed by small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs, including dividing sub-bid/partnership opportunities into economically feasible units/parcels, to facilitate participation.

☒ Bidder negotiated in good faith with interested small, DBE, MBE, WBE, VOSB and/or SDVOSB businesses.

☐ Bidder provided adequate rationale for rejecting any small business', DBEs, MBEs, WBEs, VOSBs or SDVOSBs for lack of qualifications.

☐ Bidder offered assistance in obtaining bonding, insurance, financial, equipment, or other resources to small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs, in an effort to assist them in meeting project requirements.

☐ Bidder made efforts to expand the search for small businesses, DBEs MBEs, WBEs, VOSBs and/or SDVOSBs beyond the usual geographic boundaries.

☐ Bidder made other reasonable efforts to include small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs participation.

4. Bidder/Proposer must include documentation, including the date each effort was made, the medium through which each effort was made, and the outcome of each effort with this form, regardless of the level of small, DBE, MBE, WBE, VOSB and/or SDVOSB participation. Examples of required documentation include copies of email communications, copies of newspaper advertisements, or copies of quotations received from interested small businesses, DBEs, MBEs, WBEs, VOSBs or SDVOSBs.

Civil Design, Inc. – contacted via email contacted February 11, 2025 about teaming and proposal materials.

For detailed information regarding outreach efforts that satisfy the MBE Program's requirements, please see "Documentation Required for Good Faith Efforts and Outreach Plans" page.

Note: The Bidder/Proposer must be willing to report the identity of each subcontractor and the value of each subcontract to MBEP if awarded a contract from this procurement.

Failure to submit the documentation requested may be cause for rejection of the bid. Bidders may include any other documentation deemed relevant to this requirement, which is subject to review by the MBE Liaison. Documentation of Good Faith and Outreach Efforts must be submitted with the bid, regardless of the proposed level of SBEs, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs participation in the procurement. If the Good Faith and Outreach Effort Form and associated documentation is not submitted with the bid response, the bid may be rejected.

The undersigned acknowledges that all information is accurate. Any misrepresentations may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and claims.

Tunnell-Spangler-Walsh & Associates d/b/a TSW	**Bryan Bays**
Company	**Company Representative**
February 19, 2025	**Principal**
Date	**Title**

4870-1925-6809, v. 1

CITY OF ATLANTA

SUITE 5100
68 MITCHELL STREET, SW
ATLANTA, GA 30303
(404) 330-6010 Fax: (404) 658-7359
Internet Home Page: www.atlantaga.gov

Andre Dickens
Mayor

OFFICE OF CONTRACT COMPLIANCE
Bruce T. Bell
Interim Director

May 11, 2022

Mr. Adam Williamson
Tunnell, Spangler & Associates, Inc. dba Tunnell, Spangler, Walsh & Associates, Inc.
1447 Peachtree Street, Ste. 850
Atlanta, GA 30309

ANNIVERSARY DATE: May 11

Dear Mr. Williamson:

Your firm has been certified as a **Small Business Enterprise (SBE)** with the City of Atlanta's Small Business Opportunity Program (SBO). Your company's certification will last for a period of five (5) years from the date on this certification letter. Certification entitles your firm to be included in SBO plans submitted by contractors bidding on City of Atlanta projects.

As a certified firm, you are required to notify the Office of Contract Compliance if the ownership or control of your firm changes or if your office relocates outside of the twenty-county Atlanta Regional Development Commission (ARDC) area. Failure to provide this notification, in writing, may result in your firm being removed from the Small Business Opportunity Register.

Additionally, your company is required to submit a full EBO/SBO application six (6) weeks prior to your expiration date via the City of Atlanta's Supplier Diversity Management System (SDMS).

We welcome you to the City of Atlanta's Small Business Opportunity Program.

Sincerely,

Bruce T. Bell

Bruce T. Bell, Interim Director
Mayor's Office of Contract Compliance

BTB/mp

Certification #: 2022-27-045 **Supplier ID #:** 701345 **Phone #:** (404) 873-6730

Business: Architectural services; all other professional, technical and scientific consulting services

Andy Beshear
GOVERNOR

TRANSPORTATION CABINET
200 Mero Street
Frankfort, Kentucky 40601

Jim Gray
SECRETARY

December 5, 2024

Vicki LaRose, President
CIVIL DESIGN, INC.
9400 Bunsen Parkway, Suite 150
Louisville, KY 40220

Subject: Annual DBE Certification Review – 2024

Dear Ms. LaRose:

Thank you for submitting your Disadvantaged Business Enterprise annual review paperwork. We have received all of the documents necessary, and after a thorough review, do not have any questions or concerns at this time.

Therefore, CIVIL DESIGN, INC. continues to meet the eligibility criteria for DBE Certification pursuant to U.S. Department of Transportation, 49 C.F.R. Part 26.

You must submit a signed Annual "Declaration of Eligibility" on your review date ***each year***, along with the required supporting documents in your notice. Failure to do so may result in removal of your firm from our DBE program.

Should you have any questions, please feel free to contact the Small Business Development Branch at 502-564-3601 or 1-800-928-3079.

Sincerely,

Megan Tillman
Program Coordinator
Office for Civil Rights & Small Business Development

cc: DBE File

Certified Mail # 7020 3160 0001 7735 0163

KYTC | TRANSPORTATION.KY.GOV

TEAM KENTUCKY

An Equal Opportunity Employer M/F/D

SECTION 2: **CURRENT WORK FORCE ANALYSIS FORM**

WORKFORCE ANALYSIS FORM

Name of Organization: Tunnell-Spangler-Walsh & Associates d/b/a TSW

Categories	Total	White (Not Hispanic or Latino)		Hispanic or Latino		Black or African-American (Not Hispanic or Latino		Native Hawaiian and Other Pacific Islander (Not Hispanic or Latino		Asian (Not Hispanic or Latino		American Indian or Alaskan Native (not Hispanic or Latino		Two or more races (Not Hispanic or Latino		Total	
		M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Administrators	2		2														2
Professionals	36	11	11		2	3	1			2	6					16	20
Superintendents																	
Supervisors	9	5	2		1								1			5	4
Foremen																	
Technicians																	
Protective Service																	
Para-Professionals																	
Office/Clerical																	
Skilled Craft																	
Service/Maintenance																	
Total:	47	16	15		3	3	1			2	6		1			21	26

Prepared by: Rebekah Calvert, Marketing Mgr **Date:** 2 / 14 / 25

(Name and Title)

Revised 2015-Dec-15

Firm Submitting Proposal: **Tunnell-Spangler-Walsh & Associates d/b/a TSW**

Complete Address: **110 West Vine Street, Suite 300, Lexington, KY 40507**
Street City Zip

Contact Name: **Samantha Castro** Title: **Lexington Office Manager / Senior Associate**

Telephone Number: **859.317.5585** Fax Number: **N/A**

Email address: **scastro@tsw-design.com**

AFFIDAVIT

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

1. His/her name is **Bryan Bays** and he/she is the individual submitting the proposal or is the authorized representative of **Tunnell-Spangler-Walsh & Associates d/b/a TSW**, the entity submitting the proposal (hereinafter referred to as "Proposer").

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

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

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

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

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

Continued on next page

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

Further, Affiant sayeth naught.

STATE OF **Georgia**

COUNTY OF **Fulton**

The foregoing instrument was subscribed, sworn to and acknowledged before me by **Bryan Bays, Principal** on this the **19th** day of **February**, 20**25**.

My Commission expires: **July 25, 2025**

NOTARY PUBLIC, STATE AT LARGE

ALANNA FAIRBURN NOTARY PUBLIC DEKALB COUNTY, GEORGIA My Commission Expires 07-25-2025

EQUAL OPPORTUNITY AGREEMENT

Standard Title VI Assurance

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

The Law

- Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.
- Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment discrimination by contractor and sub-contractor doing business with the Federal Government or recipients of Federal funds. This order was later amended by Executive Order No. 11375 to prohibit discrimination on the basis of sex.
- Section 503 of the Rehabilitation Act of 1973 states:

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

- Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal contracts.
- Section 206(A) of Executive Order 12086, Consolidation of Contract Compliance Functions for Equal Employment Opportunity, states:

  The Secretary of Labor may investigate the employment practices of any Government contractor or sub-contractor to determine whether or not the contractual provisions specified in Section 202 of this order have been violated.

****

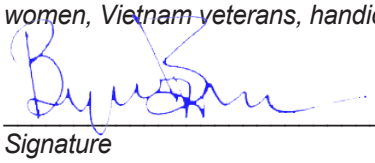
The Lexington-Fayette Urban County Government practices Equal Opportunity in recruiting, hiring and promoting. It is the Government's intent to affirmatively provide employment opportunities for those individuals who have previously not been allowed to enter into the mainstream of society. Because of its importance to the local Government, this policy carries the full endorsement of the Mayor, Commissioners, Directors and all supervisory personnel. In following this commitment to Equal Employment Opportunity and because the Government is the benefactor of the Federal funds, it is both against the Urban County Government policy and illegal for the Government to let contracts to companies which knowingly or unknowingly practice discrimination

in their employment practices. Violation of the above mentioned ordinances may cause a contract to be canceled and the contractors may be declared ineligible for future consideration.

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

Bidders

I/We agree to comply with the Civil Rights Laws listed above that govern employment rights of minorities, women, Vietnam veterans, handicapped and aged persons.



Signature

Tunnell-Spangler-Walsh & Associates d/b/a TSW

Name of Business

GENERAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

A. Termination for Cause

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

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

(3) A default in performance by a contractor for which a contract may be terminated shall include, but shall not necessarily be limited to:
   (a) Failure to perform the contract according to its terms, conditions and specifications;
   (b) Failure to make delivery within the time specified or according

to a delivery schedule fixed by the contract;

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

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

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

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

B. At Will Termination

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

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

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

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

be signed by a duly authorized officer, agent or employee of the Respondent.

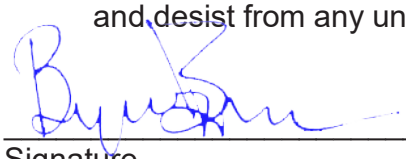
16. Governing Law: This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this Contract, the Parties agree that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern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

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

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

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

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



Signature

February 19, 2025

Date


TSW
TUNNELL, SPANGLER,
WALSH & ASSOCIATES

RESOLUTION NO. _____ – 2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE THE PROFESSIONAL SERVICES AGREEMENT (AWARDED PURSUANT TO RFP NO. 3-2025) WITH TSW, INC. FOR ACCESS AND SPORT COURT REDEVELOPMENT SCHEMATIC DESIGN AND COST ESTIMATES AT CASTLEWOOD PARK, AT A COST NOT TO EXCEED $36,900.00.

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute the Professional Services Agreement (awarded pursuant to RFP No. 3-2025), which is attached hereto and incorporated herein by reference, with TSW, Inc. for access and Sport Court redevelopment schematic design and cost estimates at Castlewood Park.

Section 2 – That an amount, not to exceed the sum of $36,900.00, be and hereby is approved for payment to TSW, Inc., from account # 1105-707602-91015, pursuant to the terms of the Professional Services Agreement.

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

PASSED URBAN COUNTY COUNCIL:

_____
MAYOR

ATTEST:

_____
CLERK OF URBAN COUNTY COUNCIL
0379-25:GET:4928-7201-5415, v. 1

RESOLUTION NO. 182 – 2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE THE PROFESSIONAL SERVICES AGREEMENT (AWARDED PURSUANT TO RFP NO. 3-2025) WITH TSW, INC. FOR ACCESS AND SPORT COURT REDEVELOPMENT SCHEMATIC DESIGN AND COST ESTIMATES AT CASTLEWOOD PARK, AT A COST NOT TO EXCEED $36,900.00.

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute the Professional Services Agreement (awarded pursuant to RFP No. 3-2025), which is attached hereto and incorporated herein by reference, with TSW, Inc. for access and Sport Court redevelopment schematic design and cost estimates at Castlewood Park.

Section 2 – That an amount, not to exceed the sum of $36,900.00, be and hereby is approved for payment to TSW, Inc., from account # 1105-707602-91015, pursuant to the terms of the Professional Services Agreement.

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

PASSED URBAN COUNTY COUNCIL: April 24, 2025

Linda Gorton

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0379-25:GET:4928-7201-5415, v. 1

PURCHASE OF SERVICE AGREEMENT

THIS PURCHASE OF SERVICE AGREEMENT, made and entered into on the 25th day of April 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 Tunnell-Spangler-Walsh & Associates, Inc. d/b/a TSW, a Kentucky corporation, ("Organization") with offices located at 110 West Vine Street, Suite 300, Lexington, KY 40507.

W I T N E S S E T H

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

1. EFFECTIVE DATE; TERM. This Agreement shall commence on April 1, 2025 and shall last for a period of 1 year(s) unless terminated by LFUCG at an earlier time.

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

a. Exhibit "A" – LFUCG RFP #3-2025
b. Exhibit "B" – Consultant Proposal

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" – LFUCG RFP #3-2025 for LFUCG in a timely, workmanlike and professional manner (the "Services").

4. PAYMENT. LFUCG shall pay Organization a total amount not to exceed Thirty-Six Thousand, Nine Hundred dollars ($36,900) for the performance of the Services. Such payments shall be made monthly after project deliverables have been completed, as outlined in Exhibit "A." The funds are limited to the services provided herein and may not be spent by the Organization for any other purpose without the prior written consent of LFUCG. Absent any additional written agreement stating otherwise any travel or other expenses are included in the above payment.

a. LFUCG shall make payment under this Agreement upon timely submission of an invoice(s) from Organization specifying that the Services have been performed, accompanied by data satisfactory to LFUCG to document entitlement to payment for the Services performed to date. LFUCG shall have thirty (30) days from the date of receipt of the invoice to pay the invoice amount. LFUCG reserves the right to refuse payment if it is determined by LFUCG that the Services performed, or materials provided for the Services are inadequate or defective.

b. LFUCG also reserves the right to reject any invoice submitted for services more than sixty (60) days after the services were rendered.

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

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

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

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

6. REPORTING. Organization shall provide LFUCG with timely reports and updates related to the provisions of the Services in the form and manner reasonably specified by LFUCG.

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

8. INSURANCE; INDEMNITY.

The risk management provisions of RFP No. 3-2025 are incorporated herein by reference as if fully stated. Copies of the required Certificates of Insurance shall be provided to the LFUCG as required therein.

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

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

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

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

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

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

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

clients and shall be posted at all locations where Organization conducts business. The policy shall be made available to LFUCG upon request.

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

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

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

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

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

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

For Organization:

Tunnell-Spangler-Walsh & Associates, Inc. d/b/a TSW
110 West Vine Street, Suite 300
Lexington, KY 40507

For Government:

Lexington-Fayette Urban County Government
200 East Main Street
Lexington, Kentucky 40507
Attn: Parks and Recreation, Tim Joice

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
LINDA GORTON, MAYOR

ATTEST: MacKenzie Stock
Clerk of the Urban County Council
Deputy

ENTITY

BY: Bryan Bays
Bryan Bays, Principal, TSW

ATTEST: Eloisa De Leon Gonzalez
WITNESS:
DATE: 04.08.2025

ELOISA DE LEON GONZALEZ
NOTARY PUBLIC
FULTON COUNTY, GEORGIA
MY COMMISSION EXPIRES
JULY 14, 2025

EXHIBIT "A"

Lexington/Fayette Urban County Government
Addendum for Services

EXHIBIT "B"

Consultant Proposal

MEMORANDUM OF AGREEMENT

THIS AGREEMENT is made and entered into this day by and between **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT** (existing under the laws of the Commonwealth of Kentucky, (hereinafter referred to as **"AFFILIATING AGENCY"**) and **FAYETTE COUNTY PUBLIC SCHOOLS, KENTUCKY** (hereinafter referred to as **"SCHOOL"**).

Purpose: The purpose of this agreement is to establish guidelines and responsibilities for the clinical education component and/or off-campus educational experiences for students in the Fayette County Public Schools' EMT Program.

General Responsibilities:

1. The school does not discriminate based on race, color, religion, national origin, marital status, disability, gender, sexual orientation, age, or political affiliation.
2. Student assignments planned by the instructor in consultation with the appropriate supervisory personnel will be designed to meet the educational needs of the students in accordance with the available opportunities and experiences.
3. Clinical schedules and/or off campus educational experiences shall be in accordance with the School's and the Affiliating Agency's standard operating procedures.
4. It is understood and agreed to by all parties that students and faculty of the school system are not employees or agents of the Affiliating Agency. As such, they are not entitled to wages, workers' compensation, medical or liability insurance, or any other employee benefits for activities related to the clinical experience provided for under this agreement.
5. Students are not entitled to jobs with the Affiliating Agency upon program completion.
6. School and Affiliating Agency shall establish the eligibility parameters for student participation in the clinicals and these parameters will be reviewed annually.

School Responsibilities:
Faculty Will:

1. Become familiar with the Affiliating Agency and its policies prior to activation of student experiences;
2. Be responsible for planning student experiences in consultation with appropriate agency representatives;
3. Be responsible for supervising and/or coordinating student experiences to facilitate optimum client care, evaluation of student performance is ultimately the responsibility of the instructor of record;
4. Assist with the orientation of agency personnel to the aims, objectives and educational methods of the EMT Program;
5. Be covered, and require students to be covered by limited professional liability and general liability insurance with minimum limits of $2,000,000.00 per occurrence and $4,000,000.00 aggregate while assigned to the clinical areas of the Affiliating Agency;
6. Provide student orientation to and require compliance with standards of conduct and dress set by the Affiliating Agency;
7. Require students to have health screening and evaluations required by the Affiliating Agency prior to beginning in the facility;
8. Remove without notice any student from the clinical area for violation of the Affiliating Agency's policies, standards or procedures when such violations present a danger to patients, staff, visitors, or the premises;
9. Provide training to the student prior to assignment to the clinical area in the U.S. Occupational Safety and Health Administration (OSHA) guidelines on bloodborne pathogens and the use of standard precautions and the HIPAA privacy requirements;
10. Plan with agency representatives to evaluate the program as needed and,
11. If required by the Affiliating Agency, conduct criminal background checks and/or drug screening on all students and verify negative status of the Kentucky Board of Nursing Abuse check on all students if applicable prior to the clinical date.

Affiliating Agency Responsibilities
Affiliating Agency will:

1. Serve as a laboratory in which students may be assigned for educational purposes;
2. Provide staff time for planning with faculty for suitable student experiences;
3. Provide faculty orientation to the Agency's setting and its polices;
4. Retain full responsibility for the care of patients;
5. Provide personal protective equipment, e.g. gloves, masks, etc., to students to enable them to practice standard precautions and other safety procedures, and
6. Render any necessary emergency care to students as is available onsite. Students are responsible for any cost incurred unless and until another party is found to be responsible.

Duration and Review

This Memorandum of Agreement shall be effective from the date of its execution and shall be reviewed annually. Subject to such revisions as are mutually agreeable at the time of annual review, the agreement is automatically renewable each year subject to termination by either party. Either party may terminate the agreement at the end of any year (as measured from the date of the execution) upon written notice of at least ninety (90) days in advance.

Students participating in a clinical affiliation and/or off-campus educational experience at a facility at the time of notice of termination shall be given the opportunity to complete their educational experiences at the facility, such completion shall not exceed six months.

Linda Gorton

Mayor of Lexington-Fayette Urban Government

5/9/25

Date

Dr. Bill Bradford
FCPS Assistant Superintendent

hools Signature

3-27-25

Date

ADDENDUM

1. It is the school's responsibility to require each student to be in compliance with State regulations for communicable disease vaccinations, including diphtheria/tetanus toxoid (every ten years) and measles (after 1980). Also, students must have received a negative tuberculosis PPD skin test (Mantoux) within the past year, and a Hepatitis B vaccination or declination (to be paid by the student). The student must have this completed before beginning the program and authorize the release of this medical information to the Facility prior to the clinical experience. Students must know Body Substance Isolation as recommended by the Centers for Disease Control (CDC) and have Bloodborne Pathogens Standard regulations. Vaccination, skin testing and training records will be provided to the facility upon request.

2. In the event of injury and/or illness to school faculty, student, and/or clinical supervisor while participating in the clinical experience which requires immediate medical attention for the individual, the individual will be referred by the clinical instructor to the emergency room of the facility and/or to the individual's private physician for follow up care, if necessary. Documentation of the illness or injury will be forwarded to the school upon request with the individual.

3. The school agrees to ensure that the assigned student has appropriate health insurance and professional liability insurance at a rate of $2,000,000 per occurrence, $4,000,000 in the aggregate, and provide documentation of the same to the hospital. Students shall be responsible for their own medical expenses.

4. Any information concerning a patient's condition, treatment, personal affairs of records shall be kept confidential. Students must be frequently reminded of their responsibility for protecting patient information. It is the school's responsibility to make the student aware that even casual conversation with other employees, students or faculty members may be overheard, thereby violating the patient's right to privacy. Not only is the release of patient information (deliberate or accidental) unethical, but also could subject the student, school, and the facility to legal charges.

WAIVER AND STATEMENT OF UNDERSTANDING

I, _____, having applied for enrollment in the EMT Program offered by Fayette County Public Schools, I understand and agree to the following:

1. STUDENTS PARTICIPATING IN THIS PROGRAM MAY BE EXPOSED TO SITUATIONS OR SUBSTANCES THAT COULD ENDANGER THEIR HEALTH OR SAFETY, AND I AGREE TO HOLD THE FAYETTE COUNTY BOARD OF EDUCATION, ITS MEMBERS, AND EMPLOYEES OF THE FAYETTE COUNTY SCHOOL DISTRICT, HARMLESS FROM ANY INJURIES RESULTING FROM MY PARTICIPATION IN CLINICAL EXPERIENCES AT AN AFFILIATING CLINIC OR AGENCY (AN AFFILIATING CLINIC OR AGENCY IS DEFINED AS ONE WHICH HAS CONTRACTED WITH THE FAYETTE COUNTY BOARD OF EDUCATION TO PROVIDE CLINICAL EXPERIENCE FOR STUDENTS PARTICIPATING IN A HEALTHSCIENCE PATHWAY, EXCEPT FOR SUCH INJURIES AS ARE CAUSED BY NEGLIGENCE OF FAYETTE COUNTY SCHOOL DISTRICT EMPLOYEES.

2. The program requires a period of assigned, guided clinical experience in long-term care nursing facilities in addition to classroom content.

3. This clinical experience is assigned by the instructors for its educational value and no payment (wages) will be earned or expected.

4. I will be a guest within the clinical facility and will conduct myself accordingly. All known rules and regulations of the facility will be followed.

5. For educational purposes and practice on "live" models, I consent in allowing other students to practice procedures upon me, as I will practice these same procedures on them under the guidance and direct supervision of my instructor. The nature and educational objective of these procedures will be explained to me. No guarantees or assurances will be given by anyone as to any problem that might be incurred as a result of these procedures.

6. I will adhere to the policies, rules and regulations of the affiliating agency or clinic, the Fayette County Board of Education, specifically including the Student Code of Conduct for the Fayette County Public Schools. I understand my failure to adhere to any of these policies and rules may result in my dismissal from the program. I further realize the utmost importance of regular attendance and being in class in time to receive the clinical experiences provided.

7. INFORMATION REGARDING A PATIENT OR FORMER PATIENT IS CONFIDENTIAL AND IS TO BE USED ONLY FOR CLINICAL PURPOSES WITHIN AN EDUCATIONAL SETTING.

8. I may come in contact with the ill and disabled in institutional settings, and I may be required to work with clinical specimens, I UNDERSTAND, THEREFORE, THAT I WILL BE RESPONSIBLE FOR FOLLOWING CERTAIN SPECIFIED SAFETY PRECAUTIONS.

9. The educational experience and knowledge gained during the program do not necessarily entitle me to a job.

10. Any action on my part inconsistent with the above requirements may warrant suspension of my training.

11. The Fayette County Board of Education does not have any policy of insurance that would cover medical expenses or costs for injuries incurred while participating in the program.

12. The clinical facility is not responsible for any medical expenses of students participating in the program.

13. The Fayette County Board of Education recommends that all students participating in this program have medical and hospitalization insurance.

I HAVE READ THE ABOVE AND AGREE TO THESE CONDITIONS FOR ENROLLMENT.

_____ _____

Date **Student Signature**

To be signed by the legal guardian if the student is a minor:

As legal guardian of _____, I agree to his/her participation in the clinical experience provided at affiliating agencies or clinics. I understand the identity of the affiliating agencies or clinics may vary during my child's participation in this program. I further understand and agree to all conditions set out in this document.

_____ _____

Date **Parent/Guardian Signature**

Please fill out the entire form. Contracts sent to the John D. Price Building for signatures are subject to a 10-day turnaround. Please plan accordingly. Signed copies to be kept in the originating office.

AGREEMENT SUMMARY FORM

Person Sending Agreement to Legal: Dr. Meghan Wood
Vendor Name/Number: Lexington-Fayette Urban County Government
Topic of Agreement: Student learning through ride time
Amount of Agreement: NA Org: Obj: Proj:
Type of Agreement:
MOI/MOA

Specifications:

- Related to Software **(Requires Data Sharing Agreement)**
  - If yes, Incident IQ ticket number_____
- Related to an Extended Field Trip Request

(Charter buses, out of town/overnight trips)

  - Extended Field Trip Request Sent On:
- Over $40,000 **(Requires Board Approval)**
  - If yes, is this a grant? YES NO
  - If yes, was a bid/RFP solicited or do you have a determination number? YES NO
    If yes, attach the determination sheet or bid/RFP tabulation sheet.
    If no, contact the Purchasing Department.
  - Do you need the original back? YES NO

***An Executive Summary Form must accompany this form if the contract is over $40,000. Contracts will not be added to the board agenda without a completed Executive Summary Form.**

Any contractor permitted access to school grounds on a regularly scheduled and continuing basis pursuant to a written agreement providing services directly to a student or students as part of a school-sponsored program or activity must submit to a national and state criminal history background check by the Department of Kentucky State Police and the Federal Bureau of Investigation and a Child Abuse and Neglect background check provided by the individual, from the Cabinet for Health and Family Services ("CHFS") stating the contractor is eligible to hire prior to beginning work.

Contractors must register at https://dna.fcps.net/Contractors before beginning work. For more information, please visit https://www.fcps.net/contractors or call the FCPS Application Center at (859) 381-4190.

PLEASE SEND ALL CONTRACTUAL AGREEMENTS TO:
EMILY PALMER OR CAROLINE HELLARD IN THE LEGAL OFFICE