

Lexington-Fayette Urban County Government

*200 E. Main St
Lexington, KY 40507*



Docket

Tuesday, January 30, 2024

3:00 PM

Packet

Council Chamber

Urban County Council Work Session

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

0119-24

Table of Motions: Council Work Session, January 23, 2024

Attachments: [TOM 01.23.24](#)

- IV. **Budget Amendments - AMENDED**
- V. **Budget Adjustments - For Information Only**
- VI. **New Business**
- VII. **Continuing Business/ Presentations**

0118-24

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute an Agreement related to Neighborhood Development Funds with Black Male Working Academy (\$4,700); NABVETS (\$1,850); Broke Spoke (\$2,850); Ky. Lions Eye Foundation (\$1,275); Lex Prom Project Inc. (\$2,100); and Ziva Project Incorporated (\$2,000), for the Office of the Urban County Council, at a cost not to exceed the sum stated. [Council Office, Hall]

Attachments: [NDF List 1.30.24](#)

[0118-24- Resolution NDF List 1.30.24 4893-5465-2065 v.1.docx](#)
[R-046-2024](#)

0121-24

Summary: Budget, Finance, and Economic Development Committee, November 28, 2023

Attachments: [11-28-23 Meeting Summary](#)

0120-24

An Ordinance creating Section 2-31.2 of the Lexington-Fayette Urban County Government Code of Ordinances, to prohibit discrimination in housing on the basis of lawful source of income or payment, all effective March 1, 2024. [Council Office, Hall]

Attachments: [01-23-2024 SSPS Partial Summary](#)

[5fc](#)

[0120-24 - Ordinance - Discrimination based on Source of Income or Payment](#)
[O-024-2024](#)

VIII. Council Reports**IX. Mayor's Report****X. Mayor's Report - Price Contract Bid Recommendations****0110-24**

Accepting and approving the following bids and establishing price contracts for the following Depts. or Divs. as to the specifications and amount set forth in the terms of the respective bids:

(a) Div. of Fleet Services - Hydraulic Cylinder Repair - 143-2023 - Hydraulic Specialist, Inc.

Attachments: [143-2023 Hydraulic Specialists Inc_.pdf](#)

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

Administrative Synopsis - New Business Items

- a **0050-24** A Resolution authorizing payment in the amount of \$11,750 to the Ky. Natural Lands Trust, as mitigation for the potential removal of wildlife habitat on the Legacy Business Park project site; and authorizing the Mayor, on behalf of the Lexington-Fayette Urban County Government, to execute any necessary documents related to the payment. [Mayor's Office, Atkins]
- Attachments:** [Att H - Exhibit 3, Impacts to Forested Bat Habitat Rev bluesheet memo - Legacy Business Park - Habitat Mitigation 20240109](#)
[0050-24- Bat payment at Legacy 4867-9357-2257 v.1.docx](#)
[R-052-2024](#)
- b **0080-24** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute a Memorandum of Understanding with Voices of Hope, for placement of recovery coaches with the Community Paramedicine Program. [Div. of Fire and Emergency Services, Wells]
- Attachments:** [Voices of Hope Blue Sheet 012024](#)
[Voices of Hope MOU 012024](#)
[80-24 4879-4105-9487 v.1.doc](#)
[Contract #148-2024](#)
[R-053-2024](#)
- c **0086-24** A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute an Agreement awarding a Class B (Infrastructure) Incentive Grant to Mediocre Creative, LLC, for a feasibility study for a Stormwater Quality Project, at a cost not to exceed \$12,500. [Div. of Water Quality, Martin]
- Attachments:** [BlueSheet](#)
[FY 2024 Mediocre Creative LLC Class B Infra - Council map](#)
[FY24 Class BI Mediocre Creative LLC \(Feasibility\) GAA Grantee signed](#)
[0086-24 - Mediocre Creative LLC WQ Grant 4858-5908-0097 v.1.docx](#)
[R-054-2024](#)
[Contract #025-2024](#)
- d **0087-24** A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute an Agreement awarding a Class B (Infrastructure) Incentive Grant to Bread and Roses, LLC, for a feasibility study for a Stormwater Quality Project, at a cost not to exceed \$31,850. [Div. of Water Quality, Martin]

Attachments: [BlueSheet](#)
[FY 2024 Bread and Roses, LLC Class B Infra - Council map](#)
[FY24 Class BI Bread and Roses LLC GAA ATTACHMENT A Grantee Signec](#)
[0087-24- Bread and Roses WQ Grant 4869-0555-8945 v.1.docx](#)
[R-055-2024](#)
[Contract #024-2024](#)

- e** **0092-24** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute a Partial Release of Easement, releasing a portion of a detention easement on the property located at 2350 Norman Lane. [Div. of Water Quality, Martin]

Attachments: [Blue Sheet](#)
[Norman Agreement](#)
[Norman2350 \(1\)](#)
[0092-24- 2350 Norman release 4877-3714-5505 v.1.docx](#)
[R-056-2024](#)
[Deed #8569](#)

- f** **0096-24** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute an Agreement with the Ky. State Police, Commercial Vehicle Enforcement Div., in order to accept \$30,000 in Federal funds, awarded under the Interstate Emphasis Grant, for the purpose of improving commercial motor vehicles safety and compliance, the acceptance of which does not obligate the Urban County Government to the expenditure of funds, and authorizing the Mayor to transfer unencumbered funds within the Grant Budget. [Div. of Police, Weathers]

Attachments: [24 - Blue Sheet Memo](#)
[BA 12777](#)
[Docusign Version PON2 520 2400001564 1 PO CNTRCT FORM \(4\)](#)
[0096-24 \(Interstate Emphasis Grant\) 4868-9058-2175 v.1.docx](#)
[R-045-2024](#)

- g** **0097-24** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute an Agreement with the University of Ky. Research Foundation (UKRF) for the provision of evaluation services for Community Paramedicine Overdose Outreach Lexington (CPOOL), for the Div. of Fire and Emergency Services, under the Comprehensive Opioid, Stimulant, and Substance Use Program, from the Dept. of Justice Bureau of Justice Assistance Grant Program, at a cost not to exceed \$83,619, and further authorizing the Mayor to execute any

documents related to future renewals of such Agreement, subject to sufficient funds being appropriated in future fiscal years. [Div. of Fire and Emergency Services, Wells]

Attachments: [24 - Blue Sheet Memo UKRF Agreement](#)
[CDAR Budget COSSAP 2023](#)
[0097-24 \(CPOOL\) 4855-2599-1839 v.1.docx](#)
[R-057-2024](#)
[Contract #073-2024](#)
[Contract #073-2024](#)

- h** **0098-24** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to accept an award of \$10,000 from the Jessamine County Fiscal Court for the support of planning activities and operating costs related to the Office of the Lexington Area Metropolitan Planning Organization (MPO) for Jessamine County, located within the Div. of Planning, the acceptance of which does not obligate the Urban County Government to the expenditure of funds, authorizing the Mayor to execute any necessary Agreements related to this Grant, and authorizing the Mayor to transfer unencumbered funds within the Grant Budget. [Dept. of Planning and Preservation, Horn]

Attachments: [24-Blue Sheet to Accept Jessamine Co Award](#)
[BA 12779](#)
[FY24 Jessamine Check #042127](#)
[0098-24 \(Jessamine County MPO\) 4894-5343-3247 v.1.docx](#)
[R-058-2024](#)

- i** **0100-24** A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute an Agreement awarding a Class A (Neighborhood) Incentive Grant to Waterford II Homeowners Association, Inc., for a Stormwater Quality Project, at a cost not to exceed \$120,000. [Div. of Water Quality, Martin]

Attachments: [BlueSheet](#)
[FY 2024 Waterford II HA - Council Map](#)
[FY24 Class A WHA GAA with Attachments A Grantee signed](#)
[100-24- Waterford II WQ Grant 4872-2714-4353 v.1.docx](#)
[R-059-2024](#)
[Contract #026-2024](#)

- j** **0101-24** A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute a Statement of Work with Industrial/Organizational Solutions, Inc. (I/O Solutions) for Police Sergeants and Police Lieutenants promotional testing cycle under

the terms and conditions of the Contract for RFP 47-2019, for the Lexington Div. of Police, at a cost not to exceed \$106,065, effective upon passage of Council. [Div. of Human Resources, George]

Attachments: [Bluesheet Memo 24-0033](#)
[IOS Agreement](#)
[101-24 4863-0632-8991 v.1.docx](#)
[R-060-2024](#)

- k** **0102-24** An Ordinance amending the authorized strength by abolishing one (1) classified position of Social Worker Senior, Grade 518E, and creating one (1) classified position of Social Services Worker, Grade 516E, in the Div. of Community and Resident Services, effective upon passage of Council. [Div. of Human Resources, George]

Attachments: [Bluesheet Memo 24-0031](#)
[From To 24.0031](#)
[Fiscal Impact- 24-0031](#)
[102-24 4853-9007-4015 v.1.docx](#)
[O-020-2024](#)

- l** **0104-24** An Ordinance amending the authorized strength by creating one (1) classified position of Human Resources Manager, Grade 527E, in the Div. of Human Resources, to be located at the Div. of Community Corrections, effective upon the passage of Council. [Div. of Human Resources, George]

Attachments: [Bluesheet Memo 24-0032](#)
[From To 24.0032](#)
[Fiscal Impact- 24-0032](#)
[0104-24 4859-8841-6671 v.1.docx](#)
[O-021-2024](#)

- m** **0105-24** An Ordinance amending the authorized strength by creating one (1) unclassified position of Senior Special Projects Administrator, Grade 530E, in the Office of the Chief Administrative Officer, effective upon the passage of Council. [Div. of Human Resources, George]

Attachments: [Bluesheet Memo 24-0034](#)
[From To 24-0034](#)
[Fiscal Impact- 24-0034](#)
[0105-24 4859-4044-4319 v.1.docx](#)
[O-022-2024](#)



Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0119-24

File ID: 0119-24

Type: Summary

Status: Approved

Version: 1

Contract #:

In Control: Urban County
Council

File Created: 01/25/2024

File Name: Table of Motions: Council Work Session, January 23,
2024

Final Action: 01/30/2024

Title: Table of Motions: Council Work Session, January 23, 2024

Notes:

Sponsors:

Enactment Date:

Attachments: TOM 01.23.24

Enactment Number:

Deed #:

Hearing Date:

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	01/30/2024	Approved				Pass

Text of Legislative File 0119-24

Title

Table of Motions: Council Work Session, January 23, 2024

**URBAN COUNTY COUNCIL
WORK SESSION
TABLE OF MOTIONS
January 16, 2024**

Mayor Gorton called the meeting to order at 3:02 p.m. Council Members J. Brown, Ellinger II, Fogle, Lynch, LeGris, Monarrez, Sheehan, Gray, F. Brown, Baxter, Sevigny, Reynolds, and Plomin were present. Vice Mayor Wu and Council Member Worley were absent.

I. Public Comment – Issues on Agenda

II. Requested Rezonings/Docket Approval

Motion by Ellinger II to approve the Tuesday, January 23, 2024 Council Meeting Docket. Seconded by Fogle. Motion passed without dissent.

III. Approval of Summary

Motion by Plomin to approve the January 16, 2024 Work Session Summary. Seconded by Fogle. Motion passed without dissent.

IV. Budget Amendments

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

V. Budget Adjustments – For Information Only

VI. New Business

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

VII. Continuing Business/Presentations

Reynolds provided a summary of the November 14, 2023 Social Services and Public Safety Committee Meeting. There were no motions to report from the meeting.

Reynolds provided a summary of the November 14, 2023 Special Social Services and Public Safety Committee Meeting. There were no motions to report from the meeting.

VIII. Council Reports

IX. Mayor's Report

X. Mayor's Report – Price Contract Bid Recommendations

XI. Public Comment – Issues Not on Agenda

XII. Adjournment

Motion by Baxter to adjourn at 3:18 p.m. Seconded by Gray. Motion passed without dissent.



Lexington-Fayette Urban County Government Master

200 E. Main St
Lexington, KY 40507

File Number: 0118-24

File ID: 0118-24

Type: Resolution

Status: Approved

Version: 1

Contract #:

In Control: Urban County
Council

File Created: 01/25/2024

File Name: NDF List 1/30/24

Final Action: 02/01/2024

Title: A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute an Agreement related to Neighborhood Development Funds with Black Male Working Academy (\$4,700); NABVETS (\$1,850); Broke Spoke (\$2,850); Ky. Lions Eye Foundation (\$1,275); Lex Prom Project Inc. (\$2,100); and Ziva Project Incorporated (\$2,000), for the Office of the Urban County Council, at a cost not to exceed the sum stated. [Council Office, Hall]

Notes:

Sponsors:

Enactment Date: 02/01/2024

Attachments: NDF List 1.30.24, 0118-24- Resolution NDF List
1.30.24 4893-5465-2065 v.1.docx, R-046-2024

Enactment Number: R-046-2024

Deed #:

Hearing Date:

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	01/30/2024	Approved and Referred to Docket	Urban County Council	02/01/2024		Pass
1	Urban County Council	02/01/2024	Received First Reading	Urban County Council	02/01/2024		
1	Urban County Council	02/01/2024	Suspended Rules for Second Reading				Pass
1	Urban County Council	02/01/2024	Approved				Pass

Text of Legislative File 0118-24

Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute an Agreement related to Neighborhood Development Funds with Black Male Working Academy (\$4,700); NABVETS (\$1,850); Broke Spoke (\$2,850); Ky. Lions Eye Foundation (\$1,275); Lex Prom Project Inc. (\$2,100); and Ziva Project

Incorporated (\$2,000), for the Office of the Urban County Council, at a cost not to exceed the sum stated. [Council Office, Hall]

..Summary

Organization:

Black Male Working Academy
Roszalyn Akins
3016 Bracktown Rd.
Lexington, KY 40511

Purpose:

For their 2024 Youth Leadership trip to Huntsville, Alabama

Amount:

\$ 4,700.00

Organization:

NABVETS
Rev. Dr. Jim Thurman
237 E. 5th Street
Lexington, KY 40508

Purpose:

For annual recognition and fundraising dinner sponsorship for years 2023 and 2024

Amount:

\$ 1,850.00

Organization:

Broke Spoke
Brad Flowers
501 W. 6th Street #130
Lexington, KY 40508

Purpose:

For their volunteer mechanic training classes

Amount:

\$ 2,850.00

Organization:

Kentucky Lions Eye Foundation
Jennifer Spurling
301 E. Muhammed Ali Blvd.
Louisville, KY 40202

Purpose:

For their 13th annual Mr. and Miss KY basketball awards ceremony to assist with serving those in need of vision care across the Commonwealth

Amount:

\$ 1,275.00

Organization:

Lex Prom Project Inc.
Asona McMullen
2220 Nicholasville Rd. Ste.110 #334
Lexington, KY 40508

Purpose:

For providing under-resourced students with the opportunity to attend their senior prom - funding will be used to purchase shoes for students

Amount:

\$ 2,100.00

Organization:

Ziva Project Incorporated
Kinga Mnich
624 Andover Village Pl
Lexington, KY 40509

Purpose:

For their 2024 Ziva Voices International Women's Day week long celebration

Amount:

\$ 2,000.00

**Neighborhood Development Funds
January 30, 2024
Work Session**

Amount	Recipient	Purpose
\$ 4,700.00	Black Male Working Academy Roszalyn Akins 3016 Bracktown Rd. Lexington, KY 40511	For their 2024 Youth Leadership trip to Huntsville, Alabama
\$ 1,850.00	NABVETS Rev. Dr. Jim Thurman 237 E. 5th Street Lexington, KY 40508	For annual recognition and fundraising dinner sponsorship for years 2023 and 2024
\$ 2,850.00	Broke Spoke Brad Flowers 501 W. 6th Street #130 Lexington, KY 40508	For their volunteer mechanic training classes
\$ 1,275.00	Kentucky Lions Eye Foundation Jennifer Spurling 301 E. Muhammed Ali Blvd. Louisville, KY 40202	For their 13th annual Mr. and Miss KY basketball awards ceremony to assist with serving those in need of vision care across the Commonwealth
\$ 2,100.00	Lex Prom Project Inc. Asona McMullen 2220 Nicholasville Rd. Ste.110 #334 Lexington, KY 40508	For providing under-resourced students with the opportunity to attend their senior prom - funding will be used to purchase shoes for students
\$ 2,000.00	Ziva Project Incorporated Kinga Mnich 624 Andover Village Pl Lexington, KY 40509	For their 2024 Ziva Voices International Women's Day week long celebration

RESOLUTION NO. _____ - 2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT RELATED TO NEIGHBORHOOD DEVELOPMENT FUNDS WITH BLACK MALE WORKING ACADEMY (\$4,700.00); NABVETS (\$1,850.00); BROKE SPOKE (\$2,850.00); KENTUCKY LIONS EYE FOUNDATION (\$1,275.00); LEX PROM PROJECT INC. (\$2,100.00); AND ZIVA PROJECT INCORPORATED (\$2,000.00), FOR THE OFFICE OF THE URBAN COUNTY COUNCIL, AT A COST NOT TO EXCEED THE SUM STATED.

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute agreements related to Neighborhood Development Funds, which are attached hereto and incorporated herein by reference, with Black Male Working Academy; NABVETS; Broke Spoke; Kentucky Lions Eye Foundation; Lex Prom Project, Inc.; and Ziva Project Incorporated for the Office of the Urban County Council.

Section 2 – That amounts, not to exceed the sums stated, be and hereby are approved for payment to International Black Male Working Academy (\$4,700.00); NABVETS (\$1,850.00); Broke Spoke (\$2,850.00); Kentucky Lions Eye Foundation (\$1,275.00); Lex Prom Project Inc. (\$2,100.00); and Ziva Project Incorporated (\$2,000.00), from account #1101-121002-71214, from various Council Districts, pursuant to the terms of the agreements.

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

PASSED URBAN COUNTY COUNCIL:

ATTEST:

MAYOR

CLERK OF URBAN COUNTY COUNCIL

0118-24:GET:4893-5465-2065, v. 1

RESOLUTION NO. 046 - 2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT RELATED TO NEIGHBORHOOD DEVELOPMENT FUNDS WITH BLACK MALE WORKING ACADEMY (\$4,700.00); NABVETS (\$1,850.00); BROKE SPOKE (\$2,850.00); KENTUCKY LIONS EYE FOUNDATION (\$1,275.00); LEX PROM PROJECT INC. (\$2,100.00); AND ZIVA PROJECT INCORPORATED (\$2,000.00), FOR THE OFFICE OF THE URBAN COUNTY COUNCIL, AT A COST NOT TO EXCEED THE SUM STATED.

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute agreements related to Neighborhood Development Funds, which are attached hereto and incorporated herein by reference, with Black Male Working Academy; NABVETS; Broke Spoke; Kentucky Lions Eye Foundation; Lex Prom Project, Inc.; and Ziva Project Incorporated for the Office of the Urban County Council.

Section 2 – That amounts, not to exceed the sums stated, be and hereby are approved for payment to International Black Male Working Academy (\$4,700.00); NABVETS (\$1,850.00); Broke Spoke (\$2,850.00); Kentucky Lions Eye Foundation (\$1,275.00); Lex Prom Project Inc. (\$2,100.00); and Ziva Project Incorporated (\$2,000.00), from account #1101-121002-71214, from various Council Districts, pursuant to the terms of the agreements.

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

PASSED URBAN COUNTY COUNCIL:

February 1, 2024

ATTEST:


CLERK OF URBAN COUNTY COUNCIL

0118-24:GET:4893-5465-2065, v. 1


MAYOR



Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0121-24

File ID: 0121-24

Type: Summary

Status: Received and Filed

Version: 1

Contract #:

In Control: Urban County
Council

File Created: 01/25/2024

File Name: Summary: Budget, Finance, and Economic
Development Committee, November 28, 2023

Final Action: 01/30/2024

Title: Summary: Budget, Finance, and Economic Development Committee, November 28, 2023

Notes:

Sponsors:

Enactment Date:

Attachments: 11-28-23 Meeting Summary

Enactment Number:

Deed #:

Hearing Date:

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	01/30/2024	Received and Filed				

Text of Legislative File 0121-24

Title

Summary: Budget, Finance, and Economic Development Committee, November 28, 2023



Budget, Finance & Economic Development Committee

November 28, 2023

Summary and Motions

Chair James Brown called the meeting to order at 1:02 p.m. Vice Mayor Dan Wu, and Council Members Chuck Ellinger, Hannah LeGris, Liz Sheehan, Fred Brown, Jennifer Reynolds, and Kathy Plomin were in attendance. Council Members Tayna Fogle, Shayla Lynch, Denise Gray, and Dave Sevigny were also present as non-voting members.

I. Approval of September 26, 2023 Committee Summary

A motion by Reynolds to approve the September 26, 2023 Committee Summary, seconded by Plomin, the motion passed without dissent.

II. Monthly Financial Update – August 2023

Commissioner Hensley provided a brief update on the monthly financials. As expected, expenses are exceeding revenues. November is a large revenue collection month due to property tax payments, so there should be a positive change in revenue by the January financial update.

III. Short-Term Rental (STR) Revenue Update

Director Holbrook presented on the short-term rental (STR) revenue update. The STR ordinance was passed on July 11, 2023 and goes into effect on January 11, 2024. Enforcement efforts will begin after that date. The ordinance created requirements for a short-term rental special fees license, criteria for denying or revoking licenses, and a revocation appeals process. Licenses required to operate a STR include a zoning compliance permit, business license, and a complete special fee license packet. Registration information is available online.

Over 250 entities have sought and received zoning compliance permits while only 63 have submitted special fees license applications to date. 895 units were available for rent on one of the STR platforms last week. After January 11th, identification of operating but unregistered STRs will begin after timely applications postmarked by January 11th, 2024, are processed.

After January 11th, 2024, the Division of Revenue will begin investigating and potentially citing non-compliant operators. Identifying operating but unregistered STRs is a key reason for the need for a STR tracking software to help the Division of Revenue identify unregistered operators. The request for proposal (RFP) for this software was issued this week and they hope to finalize the bid in January and implement the software prior to the end of the fiscal year.

IV. Lexington Jobs Fund Update

Craig Bencz presented the annual update on the Jobs fund which is an incentive program that provides funding to businesses that commit to creating and retaining jobs in Lexington. Funding for the Jobs fund is administered by the Economic Development Investment Board.

As part of the Jobs fund guidelines, there is a strong emphasis on advanced manufacturing, technology, professional shared service operations, and healthcare jobs. Funding is administered in the form of loans (up to \$250,000) and forgivable loans (up to \$100,000) which are repayable or forgivable within 10 years. Businesses are eligible for funding if they are located in or moving to Lexington; create jobs with average wages greater than or equal to the county median (\$24.00/hour); establish and meet job creation requirements; produce a tradeable good or service; and agree to compliance reporting.

Approximately \$1.4 million is currently available for award. Previous awards total \$3.88 million with 306 jobs committed. As a result, \$16.8 million in new payroll has been committed resulting in 4.32 times the incentives disbursed. Cost per job created is approximately \$13,197. There are currently 12 jobs fund recipients (4 forgivable loans and 8 traditional loans) in repayment of their loans requiring monthly payments back into the fund.

V. Review of the Exaction Program

Craig Bencz provided an update on the Exaction Program. The goal of the program is to provide an equitable means to allocate a fair share of the cost of infrastructure needed to serve new growth and development in the expansion areas. Exactions must be proportional to the cost of capital facilities, assessed on a per acre basis, and rates are set by the Council and updated to reflect actual project costs. Exactable infrastructure that can be considered: sanitary sewer capacity and transmission; collector roads; multi-neighborhood parks and non-flood plain greenways; rural open space; and stormwater management facilities.

Of the 4,273 total developable acres in all expansion areas, 51% or 2,179 acres remain to be developed. Expansion area 1 is 100% complete and area 3 is near completion at 86%. Total exaction program costs are \$108.75 million. Total collections on platted land, which are paid at time of building permit, are \$55.82 million. Total remaining exactions are \$54.27 million.

In lieu of comprehensive development exactions, stakeholder infrastructure agreements could be used to accomplish the objectives of the 1996 Expansion Area Master Plan. The goal is to dissolve the Exactions Program by the end of 2024. Roadmap to dissolution includes engaging with expansion area stakeholders, negotiation and execution of agreements, clean up zoning ordinance text amendment, clean up amendments to Code of Ordinances, and clean up administrative records. Tentative timeline for dissolving expansion areas 1 and 3 is as early as the 1st quarter of 2024 and expansion area 2 by the end of 2024.

VI. Items Referred to Committee

A motion by J. Brown to remove item #2, Review of the Current Civil Service Pay Scale and Exploration of Annual Compensation Increases for City Employees, seconded by Ellinger, the motion passed without dissent.

VII. Adjournment

A motion by Plomin to adjourn at 2:42pm, seconded by Ellinger, the motion passed without dissent.



Lexington-Fayette Urban County Government Master

200 E. Main St
Lexington, KY 40507

File Number: 0120-24

File ID: 0120-24

Type: Ordinance

Status: Approved

Version: 1

Contract #:

In Control: Urban County
Council

File Created: 01/25/2024

File Name: Summary: Social Services and Public Safety
Committee, January 23, 2024

Final Action: 02/15/2024

Title: An Ordinance creating Section 2-31.2 of the Lexington-Fayette Urban County Government Code of Ordinances, to prohibit discrimination in housing on the basis of lawful source of income or payment, all effective March 1, 2024. [Council Office, Hall]

Notes: Passed without Mayor's Signature. MS 2/26/2024

Sponsors:

Enactment Date: 02/15/2024

Attachments: 01-23-2024 SSPS Partial Summary, 5fc, 0120-24 -
Ordinance - Discrimination based on Source of
Income or Payment 4862-5937-4231 v.9.docx,
O-024-2024

Enactment Number: O-024-2024

Deed #:

Hearing Date:

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	01/30/2024	Approved and Referred to Docket	Urban County Council	02/01/2024		Pass
1	Urban County Council	02/01/2024	Received First Reading	Urban County Council	02/15/2024		
1	Urban County Council	02/15/2024	Approved				Pass

Text of Legislative File 0120-24

Title

An Ordinance creating Section 2-31.2 of the Lexington-Fayette Urban County Government Code of Ordinances, to prohibit discrimination in housing on the basis of lawful source of income or payment, all effective March 1, 2024. [Council Office, Hall]



Social Services and Public Safety Committee Meeting

January 23, 2024

PARTIAL SUMMARY

Chair Reynolds called the meeting to order at 1:01 p.m. Committee Members Ellinger, J. Brown, Fogle, Monarrez, Gray, F. Brown, Baxter, Sevigny, and Plomin were in attendance. Council Member Lynch was also present as a non-voting member.

Source of Income Discrimination

Dave Sevigny, 10th District Council Member, began his presentation with a timeline from introduction of the *Source of Income Discrimination* item in 2022 until present. This item was first introduced to council members in 2022 and the Kentucky Tenants group met with almost every council member. The item died in committee that year for lack of action from previous sponsor. Council Member Sevigny took ownership of the item by placing it in this committee on April 18, 2023. Council Member Shayla Lynch became a co-sponsor of the item and the two met with Commissioner Charlie Lanter, tenants, landlords, and wrap around providers. The item was presented to the Social Services and Public Safety committee on October 10, 2023. The committee held a special meeting on November 14, 2023 for the purpose of hearing public input on the issue. Council Members Sevigny and Lynch received several letters of support which were circulated in the January 23, 2024 committee packet. During this meeting, Sevigny spoke about updates to the draft ordinance which now stands alone in the code of ordinances. He reviewed the addition of whereas clauses and what each of those mean. He pointed out the addition of a paragraph that states this shall not be construed or interpreted to supersede any federal or state law or regulation.

Motion by Sevigny to approve as amended an ordinance creating section 2-31.2 of the Lexington-Fayette Urban County Government code of ordinances, to prohibit discrimination in housing on the basis of lawful source of income or payment, all effective March 1, 2024; and report the item out of committee at the January 30th Work Session. Seconded by Gray. Motion passed 7-3 (Yes- J. Brown, Fogle, Monarrez, Gray, Sevigny, Reynolds, and Plomin; No – Ellinger, Baxter, and F. Brown).

Motion by Baxter to amend the ordinance referenced above (section 2-31.2 of the Lexington-Fayette Urban County Government code of ordinances); removing language pertaining to paying mortgages and the sale/buying of property. Seconded by Gray. Motion passed 7-3 (Yes – J. Brown, Ellinger, Monarrez, Gray, F. Brown, Baxter, and Plomin; No – Fogle, Sevigny, and Reynolds).

Motion by Ellinger to table discussion of the *Source of Income Discrimination* committee item until March 5, 2024. Seconded by F. Brown. Motion failed 5-5 (Yes – Ellinger, Monarrez, F. Brown, Baxter, and Plomin; No – J. Brown, Fogle, Gray, Sevigny, and Reynolds).

The full January 23, 2024 Committee Summary will be reported out at Work Session on March 5, 2024.

ORDINANCE NO. _____-2024

AN ORDINANCE CREATING SECTION 2-31.2 OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT CODE OF ORDINANCES, TO PROHIBIT DISCRIMINATION IN HOUSING ON THE BASIS OF LAWFUL SOURCE OF INCOME OR PAYMENT, ALL EFFECTIVE MARCH 1, 2024.

WHEREAS, the Lexington-Fayette Urban County Government Council seeks to enhance the health, safety, and general welfare of the public through adopting this ordinance; and

WHEREAS, the Urban County Government is a proponent of taking measures to reduce or eliminate discrimination in housing, and of promoting fair and equal housing opportunities to its residents; and

WHEREAS, the adoption of this ordinance should result in making additional housing opportunities available to the residents of Lexington-Fayette County; and

WHEREAS this ordinance does not intend, and shall not be construed, to: (a) require a housing provider to give a preference to anyone or to rent to an otherwise unqualified tenant, (b) limit a housing provider's ability to choose the most qualified and appropriate candidate; (c) or unreasonably delay the housing provider's ability to rent property.

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

Section 1 – That Section 2-31.2 of the Code of Ordinances, Lexington-Fayette Urban County Government, be and hereby is created to read as follows:

Sec. 2-31.2. Discrimination in housing due to lawful source of income or payment.

- (1) It is the policy of the Lexington Fayette Urban County Government to safeguard all persons within Fayette County from discrimination in housing on the basis of lawful source of income or payment as evidenced by the refusal to consider any lawful source of income or payment in the same manner as ordinary wage income.
- (2) For purposes of this section, "lawful source of income or payment" shall mean:
 - (a) any form of lawful income or payment that can be verified, which a person can use to pay rental or other payments associated with the rental, lease, or occupancy of any real estate used for residential purposes within Fayette County; and

(b) may include lawful income paid to or on behalf of a renter including, but not limited to, income derived from wages, salaries, or other compensation for employment, court-ordered payments, income derived from social security, grants, pensions, or any form of federal, state, or local public assistance and/or housing assistance, including Housing Choice vouchers, and any other forms of lawful income. "Lawful source of income or payment" does not include income derived in an illegal manner.

- (3) The prohibitions in this section against discrimination based on lawful source of income or payment shall not be construed to prohibit a housing provider from determining the ability of a potential renter to pay rent by verifying in a commercially reasonable and nondiscriminatory manner the source and amount of income or creditworthiness of the potential renter. However, the use of a financial or income standard for the rental of housing that fails to account for any rental payments or portions of rental payments that will be made by other individuals, organizations, or governmental agencies on the same basis as rental payments to be made directly by the tenant or prospective tenant shall be a prohibited, unlawful practice.
- (4) This ordinance shall not be construed or interpreted to supersede any federal or state law or regulation that expressly conflicts with any provision of this ordinance, or that prohibits the application or enforcement of any part of this ordinance.
- (5) The Lexington-Fayette Urban County Human Rights Commission shall have jurisdiction to receive, investigate, conciliate, hold hearings, and issue orders relating to complaints filed alleging discrimination in housing specifically as it pertains lawful source of income or payment, and otherwise exercise the enforcement powers consistent with this Article of the Code of Ordinances.

Section 2 – That 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 3 - That this Ordinance shall become effective on March 1, 2024.

PASSED URBAN COUNTY COUNCIL:

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

Published:

AN ORDINANCE CREATING SECTION 2-31.2 OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT CODE OF ORDINANCES, TO PROHIBIT DISCRIMINATION IN HOUSING ON THE BASIS OF LAWFUL SOURCE OF INCOME OR PAYMENT, ALL EFFECTIVE MARCH 1, 2024.

WHEREAS, the Lexington-Fayette Urban County Government Council seeks to enhance the health, safety, and general welfare of the public through adopting this ordinance; and

WHEREAS, the Urban County Government is a proponent of taking measures to reduce or eliminate discrimination in housing, and of promoting fair and equal housing opportunities to its residents; and

WHEREAS, the adoption of this ordinance should result in making additional housing opportunities available to the residents of Lexington-Fayette County; and

WHEREAS this ordinance does not intend, and shall not be construed, to: (a) require a housing provider to give a preference to anyone or to rent to an otherwise unqualified tenant, (b) limit a housing provider's ability to choose the most qualified and appropriate candidate; (c) or unreasonably delay the housing provider's ability to rent property.

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

Section 1 – That Section 2-31.2 of the Code of Ordinances, Lexington-Fayette Urban County Government, be and hereby is created to read as follows:

Sec. 2-31.2. Discrimination in housing due to lawful source of income or payment.

- (1) It is the policy of the Lexington Fayette Urban County Government to safeguard all persons within Fayette County from discrimination in housing on the basis of lawful source of income or payment as evidenced by the refusal to consider any lawful source of income or payment in the same manner as ordinary wage income.
- (2) For purposes of this section, "lawful source of income or payment" shall mean:
 - (a) any form of lawful income or payment that can be verified, which a person can use to pay rental or other payments associated with the rental, lease, or occupancy of any real estate used for residential purposes within Fayette County; and
 - (b) may include lawful income paid to or on behalf of a renter including, but not limited to, income derived from wages, salaries, or other compensation for employment, court-ordered payments, income

derived from social security, grants, pensions, or any form of federal, state, or local public assistance and/or housing assistance, including Housing Choice vouchers, and any other forms of lawful income. “Lawful source of income or payment” does not include income derived in an illegal manner.

- (3) The prohibitions in this section against discrimination based on lawful source of income or payment shall not be construed to prohibit a housing provider from determining the ability of a potential renter to pay rent by verifying in a commercially reasonable and nondiscriminatory manner the source and amount of income or creditworthiness of the potential renter. However, the use of a financial or income standard for the rental of housing that fails to account for any rental payments or portions of rental payments that will be made by other individuals, organizations, or governmental agencies on the same basis as rental payments to be made directly by the tenant or prospective tenant shall be a prohibited, unlawful practice.
- (4) This ordinance shall not be construed or interpreted to supersede any federal or state law or regulation that expressly conflicts with any provision of this ordinance, or that prohibits the application or enforcement of any part of this ordinance.
- (5) The Lexington-Fayette Urban County Human Rights Commission shall have jurisdiction to receive, investigate, conciliate, hold hearings, and issue orders relating to complaints filed alleging discrimination in housing specifically as it pertains to lawful source of income or payment, and otherwise exercise the enforcement powers consistent with this Article of the Code of Ordinances.

Section 2 – That 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 3 - That this Ordinance shall become effective on March 1, 2024.

PASSED URBAN COUNTY COUNCIL:

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

Published:
0120-24:DJB:4862-5937-4231, v. 9

ORDINANCE NO. 024 -2024

AN ORDINANCE CREATING SECTION 2-31.2 OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT CODE OF ORDINANCES, TO PROHIBIT DISCRIMINATION IN HOUSING ON THE BASIS OF LAWFUL SOURCE OF INCOME OR PAYMENT, ALL EFFECTIVE MARCH 1, 2024.

WHEREAS, the Lexington-Fayette Urban County Government Council seeks to enhance the health, safety, and general welfare of the public through adopting this ordinance; and

WHEREAS, the Urban County Government is a proponent of taking measures to reduce or eliminate discrimination in housing, and of promoting fair and equal housing opportunities to its residents; and

WHEREAS, the adoption of this ordinance should result in making additional housing opportunities available to the residents of Lexington-Fayette County; and

WHEREAS this ordinance does not intend, and shall not be construed, to: (a) require a housing provider to give a preference to anyone or to rent to an otherwise unqualified tenant, (b) limit a housing provider's ability to choose the most qualified and appropriate candidate; (c) or unreasonably delay the housing provider's ability to rent property.

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

Section 1 – That Section 2-31.2 of the Code of Ordinances, Lexington-Fayette Urban County Government, be and hereby is created to read as follows:

Sec. 2-31.2. Discrimination in housing due to lawful source of income or payment.

- (1) It is the policy of the Lexington Fayette Urban County Government to safeguard all persons within Fayette County from discrimination in housing on the basis of lawful source of income or payment as evidenced by the refusal to consider any lawful source of income or payment in the same manner as ordinary wage income.
- (2) For purposes of this section, "lawful source of income or payment" shall mean:
 - (a) any form of lawful income or payment that can be verified, which a person can use to pay rental or other payments associated with the rental, lease, or occupancy of any real estate used for residential purposes within Fayette County; and
 - (b) may include lawful income paid to or on behalf of a renter including, but not limited to, income derived from wages, salaries, or other compensation for employment, court-ordered payments, income

derived from social security, grants, pensions, or any form of federal, state, or local public assistance and/or housing assistance, including Housing Choice vouchers, and any other forms of lawful income. "Lawful source of income or payment" does not include income derived in an illegal manner.

- (3) The prohibitions in this section against discrimination based on lawful source of income or payment shall not be construed to prohibit a housing provider from determining the ability of a potential renter to pay rent by verifying in a commercially reasonable and nondiscriminatory manner the source and amount of income or creditworthiness of the potential renter. However, the use of a financial or income standard for the rental of housing that fails to account for any rental payments or portions of rental payments that will be made by other individuals, organizations, or governmental agencies on the same basis as rental payments to be made directly by the tenant or prospective tenant shall be a prohibited, unlawful practice.
- (4) This ordinance shall not be construed or interpreted to supersede any federal or state law or regulation that expressly conflicts with any provision of this ordinance, or that prohibits the application or enforcement of any part of this ordinance.
- (5) The Lexington-Fayette Urban County Human Rights Commission shall have jurisdiction to receive, investigate, conciliate, hold hearings, and issue orders relating to complaints filed alleging discrimination in housing specifically as it pertains to lawful source of income or payment, and otherwise exercise the enforcement powers consistent with this Article of the Code of Ordinances.

Section 2 – That 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 3 - That this Ordinance shall become effective on March 1, 2024.

PASSED URBAN COUNTY COUNCIL: February 15, 2024

MAYOR

Passed without Mayor's signature.

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

Published: February 22, 2024, 1t
0120-24:DJB:4862-5937-4231, v. 9



Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0110-24

File ID: 0110-24

Type: Communication
(Procurements)

Status: Approved

Version: 1

Contract #:

In Control: Central Purchasing

File Created: 01/24/2024

File Name: 2-1-24 Mayor's Report - Price Contracts

Final Action: 02/01/2024

Title:

Accepting and approving the following bids and establishing price contracts for the following Depts. or Divs. as to the specifications and amount set forth in the terms of the respective bids:

- (a) Div. of Fleet Services - Hydraulic Cylinder Repair - 143-2023 -
Hydraulic Specialist, Inc.

Notes:

Sponsors:

Enactment Date:

Attachments: 143-2023 Hydraulic Specialists Inc_.pdf

Enactment Number:

Deed #:

Hearing Date:

Drafter: Slatin

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council	02/01/2024	Approved				Pass

Text of Legislative File 0110-24

title

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- (a) Div. of Fleet Services - Hydraulic Cylinder Repair - 143-2023 - Hydraulic Specialist, Inc.



LEXINGTON

Bid 143-2023

HYDRAULIC SPECIALISTS, INC.

Supplier Response

Event Information

Number: Bid 143-2023
Title: Hydraulic Cylinder Repairs
Type: Competitive Bid
Issue Date: 12/4/2023
Deadline: 12/18/2023 02:00 PM (ET)
Notes: ONLY ONLINE BIDS WILL BE ACCEPTED FOR THIS SOLICITATION. ONCE YOU HAVE COMPLETED & UPLOADED YOUR BID PACKAGE, YOU WILL NEED TO CLICK YES ON THE ATTRIBUTES TAB.

Contact Information

Contact: Jessica Allinder
Address: Procurement
Government Center Building
200 East Main Street
Lexington 40507
Email: jallinder@lexingtonky.gov

HYDRAULIC SPECIALISTS, INC. Information

Address: 291 HWY. 3091
SOMERSET, KY 42503
Phone: (606) 679-4341
Fax: (606) 679-9374
Web Address: hydraulicspec.net

ONLY ONLINE BIDS WILL BE ACCEPTED! By submitting your response, you certify that you are authorized to represent and bind your company and that you agree to all bid terms and conditions as stated in the attached bid/RFP/RFQ/Quote/Auction documents.

Ruelisha K Hensley

Signature

Submitted at 12/13/2023 12:10:32 PM (ET)

kim.hensley44@yahoo.com

Email

Response Attachments

SCAN_2023_12_13_16_57_19_9877.pdf

BID 143-2023 (HYDRAULIC CYLINDER REPAIRS)

Bid Attributes

1

Bid package

Have you completed and attached your bid package? This is a contractual agreement and required for all bids.

☒ YES



LEXINGTON

Lexington-Fayette Urban County Government

Lexington, Kentucky
Horse Capital of the World

Division of Procurement

Date of Issue: December 4, 2023

INVITATION TO BID #143-2023 Hydraulic Cylinder Repair

Bid Opening Date: December 18, 2023

Bid Opening Time: 2:00 PM

Address: All bids must be submitted on line at <https://lexingtonky.ionwave.net/>

Type of Bid: Price Contract

Pre Bid Meeting: N/A

Pre Bid Time: N/A

Address: N/A

Sealed bids will ONLY be received online at <https://lexingtonky.ionwave.net/> until **2:00 PM**, prevailing local time on **12/18/2023**. Bids must be submitted/uploaded by the above-mentioned date and time.

Bids are to include all shipping, handling and associated fees to the point of delivery (unless otherwise specified in the bid documents below) located at: Lexington, KY

<p>Check One: <input type="checkbox"/> Bid Specifications Met <input type="checkbox"/> Exceptions to Bid Specifications. <i>Exceptions shall be itemized and attached to bid proposal submitted.</i></p>	<p>Proposed Delivery: _____ days after acceptance of bid.</p>
<p>Procurement Card Usage—The Lexington-Fayette Urban County Government may be using Procurement Cards to purchase goods and services and also to make payments. Will you accept Procurement Cards? _____ Yes _____ No</p>	

To expedite award, the forms in this document should be completed and uploaded with your bid.

Submitted by:

Hydraulic Specialists, Inc.
Firm Name

PO Box 800 291 Hwy 3091
Address

Somerset, KY 42503
City, State & Zip

Bid must be signed:

Ruelisha K. Hensley Sec. Treasurer
Signature of Authorized Company Representative – Title

Ruelisha K. Hensley
Representative's Name (Typed or printed)

606 679 4341
Area Code - Phone - Extension

606 679 9374
Fax #

Kim.hensley44@yahoo.com
E-Mail Address

The Affidavit in this bid must be completed before your firm can be considered for award of this contract.

AFFIDAVIT

Comes the Affiant, Ruelisha K Hensley, and after being first duly sworn under penalty of perjury as follows:

1. His/her name is Ruelisha K Hensley and he/she is the individual submitting the bid or is the authorized representative of Hydraulic Specialists, Inc. the entity submitting the bid (hereinafter referred to as "Bidder")
2. Bidder will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the bid 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. Bidder will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.
4. Bidder has authorized the Division of Procurement 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. Bidder 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 Bidder will not violate any provision of the campaign finance laws of the Commonwealth.
6. Bidder has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."
7. Bidder 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

Kentucky

COUNTY OF

Pulaski

The foregoing instrument was subscribed, sworn to and acknowledged before me

by Ruelisha Hensley on this the 12th day
of December, 2023

My Commission expires:

2/14/2027

NOTARY PUBLIC, STATE AT LARGE

Don L New # KYNP66947

Please refer to Section II. Bid Conditions, Item "U" prior to completing this form.

I. **GREEN PROCUREMENT**

A. **ENERGY**

The Lexington-Fayette Urban County Government is committed to protecting our environment and being fiscally responsible to our citizens.

The Lexington-Fayette Urban County Government mandates the use of Energy Star compliant products if they are available in the marketplace (go to www.Energystar.gov). If these products are available, but not submitted in your pricing, your bid will be rejected as non-compliant.

ENERGY STAR is a government program that offers businesses and consumers energy-efficient solutions, making it easy to save money while protecting the environment for future generations.

Key Benefits

These products use 25 to 50% less energy
 Reduced energy costs without compromising quality or performance
 Reduced air pollution because fewer fossil fuels are burned
 Significant return on investment
 Extended product life and decreased maintenance

B. **GREEN SEAL CERTIFIED PRODUCTS**

The Lexington-Fayette Urban County Government is also committed to using other environmentally friendly products that do not negatively impact our environment. Green Seal is a non-profit organization devoted to environmental standard setting, product certification, and public education.

Go to www.Greenseal.org to find available certified products. These products will have a reduced impact on the environment and on human health. The products to be used must be pre-approved by the LFUCG prior to commencement of any work in any LFUCG facility. If a Green Seal product is not available, the LFUCG must provide a signed waiver to use an alternate product. Please provide information on the Green Seal products being used with your bid response.

C. **GREEN COMMUNITY**

The Lexington-Fayette Urban County Government (LFUCG) serves as a principal, along with the University of Kentucky and Fayette County Public Schools, in the Bluegrass Partnership for a Green Community. The Purchasing Team component of the Partnership collaborates on economy of scale purchasing that promotes and enhances environmental initiatives. Specifically, when applicable, each principal is interested in obtaining best value products and/or services which promote environment initiatives via solicitations and awards from the other principals.

If your company is the successful bidder on this Invitation For Bid, do you agree to extend the same product/service pricing to the other principals of the Bluegrass Partnership for a Green Community (i.e. University of Kentucky and Fayette County Schools) if requested?

Yes ☒ No ☐

II. **Bid Conditions**

- A. No bid may be withdrawn for a period of sixty (60) days after the date and time set for opening.
- B. No bid may be altered after the date and time set for opening. In the case of obvious errors, the Division of Procurement may permit the withdrawal of a bid. The decision as to whether a bid may be withdrawn shall be that of the Division of Procurement.
- C. Acceptance of this proposal shall be enactment of an Ordinance by the Urban County Council.
- D. The bidder agrees that the Urban County Government reserves the right to reject any and all bids for either fiscal

or technical reasons, and to award each part of the bid separately, all parts to one vendor or all parts to multiple vendors.

- E. Minor exceptions may not eliminate the bidder. The decision as to whether any exception is minor shall be entirely that of the head of the requisitioning Department or Division and the Director of the Division of Procurement. The Urban County Government may waive technicalities and informalities where such waiver would best serve the interests of the Urban County Government.
- F. Manufacturer's catalogue numbers, trade names, etc., where shown herein are for descriptive purposes and are to guide the bidder in interpreting the standard of quality, design, and performance desired, and shall not be construed to exclude proposals based on furnishing other types of materials and/or services. However, any substitution or departure proposed by the bidder must be clearly noted and described; otherwise, it will be assumed that the bidder intends to supply items specifically mentioned in this Invitation for Bids.
- G. The Urban County Government may require demonstrations of the materials proposed herein prior to acceptance of this proposal.
- H. Bids must be submitted on this form and must be signed by the bidder or his authorized representative. Unsigned bids will not be considered.
- I. Bids must be submitted prior to the date and time indicated for opening. Bids submitted after this time will not be considered.
- J. All bids mailed must be submitted in the Ion Wave online portal at <https://lexingtonky.ionwave.net/>
- K. Bidder is requested to show both unit prices and lot prices. In the event of error, the unit price shall prevail.
- L. A certified check or Bid Bond in the amount of XX percent of the bid price must be attached hereto. This check must be made payable to the Lexington-Fayette Urban County Government, and will be returned when the material and/or services specified herein have been delivered in accordance with specifications. In the event of failure to perform within the time period set forth in this bid, it is agreed the certified check may be cashed and the funds retained by the Lexington-Fayette Urban County Government as liquidated damages. Checks of unsuccessful bidders will be returned when the bid has been awarded.
- M. The delivery dates specified by bidder may be a factor in the determination of the successful bidder.
- N. Tabulations of bids received may be mailed to bidders. Bidders requesting tabulations must enclose a stamped, self-addressed envelope with the bid.
- O. The Lexington-Fayette Urban County Government is exempt from Kentucky Sales Tax and Federal Excise Tax on materials purchased from this bid invitation. Materials purchased by the bidder for construction projects are not tax exempt and are the sole responsibility of the bidder.
- P. All material furnished hereunder must be in full compliance with OSHA regulations.
- Q. If more than one bid is offered by one party, or by any person or persons representing a party, all such bids shall be rejected.
- R. Signature on the face of this bid by the Bidder or his authorized representative shall be construed as acceptance of and compliance with all terms and conditions contained herein.
- S. 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.
- T. 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 provisions of the non-discrimination 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 timetable.*
- (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 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 to 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 work-force 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.

- U. Any party, firm or individual submitting a proposal pursuant to this invitation must be in compliance with the requirements of the Lexington-Fayette Urban County Government regarding taxes and fees before they can be considered for award of this invitation and must maintain a "current" status with regard to those taxes and fees throughout the term of the contract. The contractor must be in compliance with Chapter 13 from the Code of Ordinances of the Lexington-Fayette Urban County Government. The contractor must be in compliance with Ordinance 35-2000 pursuant to contractor registration with the Division of Building Inspection. If applicable, said business must have a Fayette County business license.

Pursuant to KRS 45A.343 and KRS 45A.345, the contractor shall

- (1) *Reveal any final determination of a violation by the contractor within the previous five year period pursuant to KRS Chapters 136 (corporation and utility taxes), 139 (sales and use taxes), 141 (income taxes), 337 (wages and hours), 338 (occupational safety and health of employees), 341 (unemployment and compensation) and 342 (labor and human rights) that apply to the contractor; and*
- (2) *Be in continuous compliance with the above-mentioned KRS provisions that apply to the contractor for the duration of the contract.*

A contractor's failure to reveal the above or to comply with such provisions for the duration of the contract shall be grounds for cancellation of the contract and disqualification of the contractor from eligibility for future contracts for a period of two (2) years.

- V. Vendors who respond to this invitation have the right to file a notice of contention associated with the bid process or to file a notice of appeal of the recommendation made by the Director of Procurement resulting from this invitation.

Notice of contention with the bid 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 Procurement or (2) submitting a written request for a meeting with the Director of Procurement to explain his/her contention with the bid process. After consulting with the Commissioner of Finance the Chief Administrative Officer and reviewing the documentation and/or hearing the vendor, the Director of Procurement shall promptly respond in writing findings as to the compliance with bid processes. If, based on this review, a bid process irregularity is deemed to have occurred the Director of Procurement 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 bid recommendation must be filed within 3 business days of the bid recommendation by (1) sending a written notice, including sufficient documentation to support appeal, to the Director, Division of Procurement or (2) submitting a written request for a meeting with the Director of Procurement 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 Procurement shall in writing, affirm or withdraw the recommendation.

III. Procurement Contract Bid Conditions

- A. The terms of this agreement shall be for 1 year(s) from the date of acceptance of this contract by the Lexington-Fayette Urban County Government. This agreement may be automatically extended for an additional 1 year(s) renewal. This contract may be canceled by either party thirty (30) days after delivery by canceling party of written notice of intent to cancel to the other contracting party.
- B. Price Changes **(Space Checked Applies)**
 - (XXX)1. Prices quoted in response to the Invitation shall be firm prices for the first 90 days of the Procurement Contract. After 90 days, prices may be subject to revision and such changes shall be based on general industry changes. Revision may be either increases or decreases and may be requested by either party. There will be no more than one (1) price adjustment per quarter. Requests for price changes shall be received in writing at least twenty (20) days prior to the effective date and are subject to written acceptance before becoming effective. Proof of the validity of a request for revision shall be responsibility of the requesting party. The Lexington-Fayette Urban County Government shall receive the benefit of any decline that the seller shall offer his other accounts.
 - () 2. No provision for price change is made herein. Prices are to be firm for the term of this contract.
 - () 3. See bid specifications.
- C. If any contract item is not available from the vendor, the Lexington-Fayette Urban County Government, at its option, may permit the item to be back-ordered or may procure the item on the open market.
- D. All invoices must bear reference to the Lexington-Fayette Urban County Government Purchasing document numbers which are being billed.
- E. This contract may be canceled by the Lexington-Fayette Urban County Government if it is determined that the Bidder has failed to perform under the terms of this agreement, such cancellation to be effective upon receipt of written notice of cancellation by the Bidder.
- F. No substitutions for articles specified herein may be made without prior approval of the Division of Procurement.

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 disability.*
- 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, veteran status, disability, and age.

Signature

Name of Business

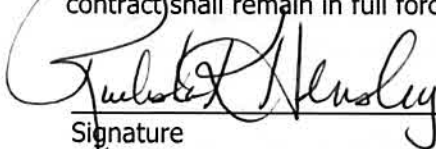
GENERAL PROVISIONS OF BID CONTRACT

By signing the below, bidder acknowledges that it understands and agrees with the following provisions related to its bid response and the provision of any goods or services to LFUCG upon selection by LFUCG pursuant to the bid request:

1. Bidder shall comply with all Federal, State & Local regulations concerning this type of service or good. All applicable state laws, ordinances and resolutions (including but not limited to Section 2-33 (Discrimination due to sexual orientation or gender identity) and Chapter 13 (Licenses and Regulations) of the Lexington-Fayette Urban County Government Code of Ordinances, and Resolution No. 484-17 (Minority, Women, and Veteran-Owned Businesses)) and the regulations of all authorities having jurisdiction over the project shall apply to the contract, and shall be deemed to be incorporated herein by reference.
2. Failure to submit ALL forms and information required by LFUCG may be grounds for disqualification.
3. Addenda: All addenda and IonWave Q&A, if any, must be considered by the bidder in making its response, and such addenda shall be made a part of the requirements of the bid contract. Before submitting a bid response, it is incumbent upon bidder to be informed as to whether any addenda have been issued, and the failure of the bidder to cover any such addenda may result in disqualification of that response.
4. Bid Reservations: LFUCG reserves the right to reject any or all bid responses, 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 bidder in the preparation of its response.
6. Changes/Alterations: Bidder 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 bid response, and received by LFUCG prior to the scheduled closing time for receipt of bids, will be accepted. The bid response 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 bid response".
7. Clarification of Submittal: LFUCG reserves the right to obtain clarification of any point in a bid or to obtain additional information from any bidder.
8. Bribery Clause: By his/her signature on its response, bidder 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 bidder may include any product brochures, software documentation, sample reports, or other documentation that may assist LFUCG in better understanding and evaluating the bid response. Additional documentation shall not serve as a substitute for other documentation which is required by the LFUCG to be submitted with the bid response.
10. Ambiguity, Conflict or other Errors: If a bidder discovers any ambiguity, conflict, discrepancy, omission or other error in the bid request of LFUCG, 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 its bid response, the bidder agrees that it has carefully examined the specifications and all provisions relating to LFUCG's bid request, including but not limited to the bid contract. By submission of its bid response, bidder states that it understands the meaning, intent and requirements of LFUCG's bid request and agrees to the same. The successful bidder 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 bidder shall be authorized for services, expenses, or goods reasonably covered under these provisions that the bidder omits from its bid response.
12. Cancellation: LFUCG may unilaterally terminate the bid contract with the selected bidder(s) at any time, with or without cause, by providing at least thirty (30) days advance written notice unless a different advance written notice

period is negotiated prior to contract approval. 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 selected bidder(s) shall not assign or subcontract any portion of the bid contract with LFUCG 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 bid proposal or bid contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.
15. **Authority to do Business:** Each bidder must be authorized to do business under the laws of the Commonwealth of Kentucky and must be in good standing and have full legal capacity to provide the goods or services specified in the bid proposal. Each bidder must have all necessary right and lawful authority to submit the bid response and enter into the bid contract for the full term hereof including any necessary corporate or other action authorizing the bidder to submit the bid response and enter into this bid contract. If requested, the bidder will provide LFUCG with a copy of a corporate resolution authorizing this action and/or a letter from an attorney confirming that the proposer is authorized to do business in the Commonwealth of Kentucky. All bid responses must be signed by a duly authorized officer, agent or employee of the bidder.
16. **Governing Law:** This bid request and bid 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 matter, the bidder agrees that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division and that the bidder expressly consents to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to these matters or any rights or obligations arising thereunder.
17. **Ability to Meet Obligations:** Bidder affirmatively states that there are no actions, suits or proceedings of any kind pending against bidder or, to the knowledge of the bidder, threatened against the bidder 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 bidder to perform its obligations under this bid response or bid contract, or which question the legality, validity or enforceability hereof or thereof.
18. **Price Discrepancy:** When applicable, in case of price discrepancy, unit bid price written in words will prevail followed by unit price written in numbers then total amount bid per line item.
19. Bidder understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Bidder is an independent contractor at all times related to the bid response or bid contract.
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.
21. If any term or provision of this bid 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.


Signature

12/12/23
Date

WORKFORCE ANALYSIS FORM

Name of Organization: Hydraulic Specialists, Inc.

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		1	3													1	3
Professionals																	
Superintendents																	
Supervisors																	
Foremen		1														1	
Technicians		2														2	
Protective Service																	
Para-Professionals																	
Office/Clerical			2														2
Skilled Craft		11														11	
Service/Maintenance ^{Sales}		2	1													2	1
Total:																	

Prepared by: Paula L. Masley Sec/Treasurer Date: 12 / 12 / 23
(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 set a goal that not less than ten percent (10%) of the total value of this contract be subcontracted to MBE/WBE's, and set a goal that not less than three percent (3%) of the total value of this contract be subcontracted to Veteran-Owned Small Businesses. The goal for the utilization of Certified MBE/WBE's and Veteran-Owned Small Businesses as subcontractors are recommended goals. Contractors who fail to meet such goals will be expected to provide written explanations to the Director of the Division of Procurement of efforts they have made to accomplish the recommended goals and the extent to which they are successful in accomplishing the recommended goals will be a consideration in the procurement process.

For assistance in locating MBE/WBE Subcontractors contact Sherita Miller at 859/258-3320 or by writing the address listed below:

Sherita Miller, Division of Procurement
Lexington-Fayette Urban County Government
200 East Main Street
Lexington, Kentucky 40507
smiller@lexingtonky.gov

Lexington-Fayette Urban County Government MWDBE PARTICIPATION GOALS

A. GENERAL

- 1) The LFUCG request all potential contractors to make a concerted effort to include Minority-Owned (MBE), Woman-Owned (WBE), Disadvantaged (DBE) Business Enterprises and Veteran-Owned Small Businesses (VOSB) as subcontractors or suppliers in their bids.
- 2) Toward that end, the LFUCG has established 10% of total procurement costs as a Goal for participation of Minority-Owned, Woman-Owned and Disadvantaged Businesses on this contract.
- 3) **It is therefore a request of each Bidder to include in its bid, the same goal (10%) for MWDBE participation and other requirements as outlined in this section.**
- 4) The LFUCG has also established a 3% of total procurement costs as a Goal for participation for of Veteran-Owned Businesses.
- 5) **It is therefore a request of each Bidder to include in its bid, the same goal (3%) for Veteran-Owned participation and other requirements as outlined in this section.**

B. PROCEDURES

- 1) The successful bidder will be required to report to the LFUCG, the dollar amounts of all payments submitted to Minority-Owned, Woman-Owned or Veteran-Owned subcontractors and suppliers for work done or materials purchased for this contract. (See Subcontractor Monthly Payment Report)
- 2) Replacement of a Minority-Owned, Woman-Owned or Veteran-Owned subcontractor or supplier listed in the original submittal must be requested in writing and must be accompanied by documentation of Good Faith Efforts to replace the subcontractor / supplier with another MWDBE Firm; this is subject to approval by the LFUCG. (See LFUCG MWDBE Substitution Form)
- 3) For assistance in identifying qualified, certified businesses to solicit for potential contracting opportunities, bidders may contact:
 - a) The Lexington-Fayette Urban County Government, Division of Procurement (859-258-3320)
- 4) The LFUCG will make every effort to notify interested MWDBE and Veteran-Owned subcontractors and suppliers of each Bid Package, including information on the scope of work, the pre-bid meeting time and location, the bid date, and all other pertinent information regarding the project.

C. DEFINITIONS

- 1) A Minority-Owned Business Enterprise (MBE) is defined as a business which is certified as being at least 51% owned, managed and controlled by persons of African American, Hispanic, Asian, Pacific Islander, American Indian or Alaskan Native Heritage.
- 2) A Woman-Owned Business Enterprise (WBE) is defined as a business which is certified as being at least 51% owned, managed and controlled by one or more women.
- 3) A Disadvantaged Business (DBE) is defined as a business which is certified as being at least 51% owned, managed and controlled by a person(s) that are economically and socially disadvantaged.

- 4) A Veteran-Owned Small Business (VOSB) is defined as a business which is certified as being at least 51% owned, managed and controlled by a veteran and/or a service disabled veteran.
- 5) Good Faith Efforts are efforts that, given all relevant circumstances, a bidder or proposer actively and aggressively seeking to meet the goals, can reasonably be expected to make. In evaluating good faith efforts made toward achieving the goals, whether the bidder or proposer has performed the efforts outlined in the Obligations of Bidder for Good Faith Efforts outlined in this document will be considered, along with any other relevant factors.

D. OBLIGATION OF BIDDER FOR GOOD FAITH EFFORTS

- 1) **The bidder shall make a Good Faith Effort to achieve the Participation Goal for MWDBE and Veteran-Owned subcontractors/suppliers. The failure to meet the goal shall not necessarily be cause for disqualification of the bidder; however, bidders not meeting the goal are required to furnish with their bids written documentation of their Good Faith Efforts to do so.**
- 2) Award of Contract shall be conditioned upon satisfaction of the requirements set forth herein.
- 3) The Form of Proposal includes a section entitled "MWDBE Participation Form". The applicable information must be completed and submitted as outlined below.
- 4) **Failure to submit this information as requested may be cause for rejection of bid or delay in contract award.**

E. DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS

- 1) Bidders reaching the Goal are required to submit only the MWDBE Participation Form." The form must be fully completed including names and telephone number of participating MWDBE firm(s); type of work to be performed; estimated value of the contract and value expressed as a percentage of the total Lump Sum Bid Price. The form must be signed and dated, and is to be submitted with the bid.
- 2) Bidders not reaching the Goal must submit the "MWDBE Participation Form", the "Quote Summary Form" and a written statement documenting their Good Faith Effort to do so. If bid includes no MWDBE and/or Veteran participation, bidder shall enter "None" on the subcontractor / supplier form). In addition, the bidder must submit written proof of their Good Faith Efforts to meet the Participation Goal:
 - a. 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 MWDBE firms and Veteran-Owned businesses to participate.
 - b. Included documentation of advertising in the above publications with the bidders good faith efforts package
 - c. Attended LFUCG Procurement Economic Inclusion Outreach event
 - d. Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs and/or Veteran-Owned businesses of subcontracting opportunities

- e. Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms and Veteran-Owned businesses.
- f. Requested a list of MWDBE and/or Veteran subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).
- g. Contacted organizations that work with MWDBE companies for assistance in finding certified MWDBE firms and Veteran-Owned businesses to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.
- h. Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs and/or Veteran-Owned businesses 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.
- i. Followed up initial solicitations by contacting MWDBEs and Veteran-Owned Businesses to determine their level of interest.
- j. Provided the interested MWDBE firm and/or Veteran-Owned business with adequate and timely information about the plans, specifications, and requirements of the contract.
- k. Selected portions of the work to be performed by MWDBE firms and/or Veteran-Owned businesses in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE and Veteran participation, even when the prime contractor may otherwise perform these work items with its own workforce
- l. Negotiated in good faith with interested MWDBE firms and Veteran-Owned businesses not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.
- m. Included documentation of quotations received from interested MWDBE firms and Veteran-Owned businesses which 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.
- n. 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 MWDBE and/or Veteran-Owned business's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE and Veteran goals.
- o. Made an effort to offer assistance to or refer interested MWDBE firms and Veteran-Owned businesses to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal
- p. Made efforts to expand the search for MWBE firms and Veteran-Owned businesses beyond the usual geographic boundaries.

q. Other--any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE and Veteran participation.

Note: Failure to submit any of 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 Efforts must be submitted with the Bid, if the participation Goal is not met.



MINORITY BUSINESS ENTERPRISE PROGRAM

Sherita Miller, MPA
 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 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 city council adopted and implemented Resolution 484-2017 – A Certified Minority, Women and Disadvantaged Business Enterprise ten percent (10%) minimum goal and a three (3%) minimum goal for Certified Veteran-Owned Small Businesses and Certified Service Disabled Veteran – Owned Businesses for government contracts.

The resolution states the following definitions shall be used for the purposes of reaching these goals (a full copy is available in Procurement):

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 defined 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. African American, Asian American/Pacific Islander, Hispanic Islander, Native American/Native Alaskan Indian) as defined in federal law or regulation as it may be amended from time-to-time.

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 Purchasing as having the appropriate credentials to make a determination as to the status of the business.

To comply with Resolution 484-2017, prime contractors and minority, women and veteran owned businesses must enroll in the new Diverse Business Management Compliance system, <https://lexingtonky.diversitycompliance.com/>

We have compiled the list below to help you locate certified MBE, WBE and DBE certified businesses. Below is a listing of contacts for LFUCG Certified MWDBEs and Veteran-Owned Small Businesses in (<https://lexingtonky.ionwave.net>)

Business	Contact	Email Address	Phone
LFUCG	Sherita Miller	smiller@lexingtonky.gov	859-258-3323
Commerce Lexington – Minority Business Development	Tyrone Tyra	ttyra@commercelexington.com	859-226-1625
Tri-State Minority Supplier Diversity Council	Susan Marston	smarston@tsmsdc.com	502-365-9762
Small Business Development Council	Shawn Rogers UK SBDC	shawn.rogers@uky.edu	859-257-7666
Community Ventures Corporation	Phyllis Alcorn	palcorn@cvky.org	859-231-0054
KY Transportation Cabinet (KYTC)	Melvin Bynes	Melvin.bynes2@ky.gov	502-564-3601
KYTC Pre-Qualification	Shella Eagle	Shella.Eagle@ky.gov	502-782-4815
Ohio River Valley Women's Business Council (WBENC)	Sheila Mixon	smixon@orvwbc.org	513-487-6537
Kentucky MWBE Certification Program	Yvette Smith, Kentucky Finance Cabinet	Yvette.Smith@ky.gov	502-564-8099
National Women Business Owner's Council (NWBOC)	Janet Harris-Lange	janet@nwbooc.org	800-675-5066
Small Business Administration	Robert Coffey	robertcoffey@sba.gov	502-582-5971
LaVoz de Kentucky	Andres Cruz	lavozdeky@yahoo.com	859-621-2106
The Key News Journal	Patrice Muhammad	production@keynewsjournal.com	859-685-8488


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 Procurement for approval immediately. **Failure to submit a completed form may cause rejection of the bid.**

MWDBE Company, Name, Address, Phone, Email	MBE WBE or DBE	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 MWDBE 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 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 Procurement for approval immediately. **Failure to submit a completed form may cause rejection of the bid.**

MWDBE Company, Name, Address, Phone, Email	MBE WBE or DBE	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1.				
2.				
3.				
4.				

None

The undersigned company representative submits the above list of MWDBE 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 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. **Failure to submit this form may cause rejection of the bid.**

SUBSTITUTED MWDBE Company Name, Address, Phone, Email	MWDBE 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

MWDBE QUOTE SUMMARY FORM

Bid/RFP/Quote Reference # _____

The undersigned acknowledges that the minority and/or veteran subcontractors listed on this form did submit a quote to participate on this project. Failure to submit this form may cause rejection of the bid.

Company Name	Contact Person
Address/Phone/Email	Bid Package / Bid Date

MWDBE Company Address	Contact Person	Contact Information (work phone, Email, cell)	Date Contacted	Services to be performed	Method of Communication (email, phone meeting, ad, event etc)	Total dollars \$\$ Do Not Leave Blank (Attach Documentation)	MBE * AA HA AS NA Female	Veteran

(MBE designation / AA=African American / HA= Hispanic American/AS = Asian American/Pacific Islander/ NA= Native American)

The undersigned acknowledges that all information is accurate. Any misrepresentation 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



LEXINGTON

LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

The LFUCG has a 10% goal plan adopted by city council to increase the participation of minority and women owned businesses in the procurement process. The LFUCG also has a 3% goal plan adopted by cited council to increase the participation of veteran owned businesses in the procurement process. In order to measure that goal LFUCG will track spending with MWDBE and Veteran contractors on a monthly basis. By the signature below of an authorized company representative, you certify that the information is correct, and that each of the representations set forth below is true. Any misrepresentation may result in termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims. Please submit this form monthly to the Division of Procurement/ 200 East Main Street/ Lexington, KY 40507.

Bid/RFP/Quote # _____

Total Contract Amount Awarded to Prime Contractor for this Project _____

Project Name/ Contract #	Work Period/ From: _____ To: _____
Company Name:	Address: _____
Federal Tax ID:	Contact Person: _____

Subcontractor Vendor ID (name, address, phone, email)	Description of Work	Total Subcontract Amount	% of Total Contract Awarded to Prime for this Project	Total Amount Paid for this Period	Purchase Order number for subcontractor work (please attach PO)	Scheduled Project Start Date	Scheduled Project End Date

By the signature below of an authorized company representative, you certify that the information is correct, and that each of the representations set forth below is true. Any misrepresentations may result in the termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims.

Company

Company Representative

Date

Title

LFUCG STATEMENT OF GOOD FAITH EFFORTS

By the signature below of an authorized company representative, we certify that we have utilized the following Good Faith Efforts to obtain the maximum participation by MWDBE and Veteran-Owned business enterprises on the project and can supply the appropriate documentation.

_____ 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 MWDBE firms and Veteran-Owned businesses to participate.

_____ Included documentation of advertising in the above publications with the bidders good faith efforts package

_____ Attended LFUCG Procurement Economic Inclusion Outreach event

_____ Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs and/or Veteran-Owned Businesses of subcontracting opportunities

_____ Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms and Veteran-Owned businesses

_____ Requested a list of MWDBE and/or Veteran subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).

_____ Contacted organizations that work with MWDBE companies for assistance in finding certified MWBDE firms and Veteran-Owned businesses to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.

_____ Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs 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.

_____ Followed up initial solicitations by contacting MWDBEs and Veteran-Owned businesses to determine their level of interest.

_____ Provided the interested MWBDE firm and/or Veteran-Owned business with adequate and timely information about the plans, specifications, and requirements of the contract.

_____ Selected portions of the work to be performed by MWDBE firms and/or Veteran-Owned businesses in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE and Veteran participation, even when the prime contractor may otherwise perform these work items with its own workforce

_____ Negotiated in good faith with interested MWDBE firms and Veteran-Owned businesses not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.

_____ Included documentation of quotations received from interested MWDBE firms and

Veteran-Owned businesses which 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.

_____ 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 MWDBE and/or Veteran-Owned business's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE and Veteran goals.

_____ Made an effort to offer assistance to or refer interested MWDBE firms and Veteran-Owned businesses to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal

_____ Made efforts to expand the search for MWBE firms and Veteran-Owned businesses beyond the usual geographic boundaries.

_____ Other--any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE and Veteran participation.

NOTE: Failure to submit any of 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 approval by the MBE Liaison. Documentation of Good Faith Efforts must be submitted with the Bid, if the participation Goal is not met.

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

**AMENDMENT 1 —
CERTIFICATION OF COMPLIANCE FOR EXPENDITURES USING FEDERAL FUNDS,
INCLUDING THE AMERICAN RESCUE PLAN ACT**

The Lexington-Fayette Urban County Government (“LFUCG”) may use Federal funding to pay for the goods and/or services that are the subject matter of this bid. That Federal funding may include funds received by LFUCG under the American Rescue Plan Act of 2021. Expenditures using Federal funds require evidence of the contractor’s compliance with Federal law. Therefore, by the signature below of an authorized company representative, you certify that the information below is understood, agreed, and correct. Any misrepresentations may result in the termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims.

The bidder (hereafter “bidder,” or “contractor”) agrees and understands that in addition to all conditions stated within the attached bid documents, the following conditions will also apply to any Agreement entered between bidder and LFUCG, if LFUCG uses Federal funds, including but not limited to funding received by LFUCG under the American Rescue Plan Act (“ARPA”), toward payment of goods and/or services referenced in this bid. The bidder also agrees and understands that if there is a conflict between the terms included elsewhere in this Request for Proposal and the terms of this Amendment 1, then the terms of Amendment 1 shall control. The bidder further certifies that it can and will comply with these conditions, if this bid is accepted and an Agreement is executed:

1. Any Agreement executed as a result of acceptance of this bid may be governed in accordance with 2 CFR Part 200 and all other applicable Federal law and regulations and guidance issued by the U.S. Department of the Treasury.
2. Pursuant to 24 CFR § 85.43, any Agreement executed as a result of acceptance of this bid can be terminated if the contractor fails to comply with any term of the award. This Agreement may be terminated for convenience in accordance with 24 CFR § 85.44 upon written notice by LFUCG. Either party may terminate this Agreement with thirty (30) days written notice to the other party, in which case the Agreement shall terminate on the thirtieth day. In the event of termination, the contractor shall be entitled to that portion of total compensation due under this Agreement as the services rendered bears to the services required. However, if LFUCG suspects a breach of the terms of the Agreement and/or that the contractor is violating the terms of any applicable law governing the use of Federal funds, LFUCG may suspend the contractor’s ability to receive payment by giving thirty (30) days’ advance written notice. Further, either party may terminate this Agreement for cause shown with thirty (30) days written notice, which shall explain the party’s cause for the termination. If the parties do not reach a settlement before the end of the 30 days, then the Agreement shall terminate on the thirtieth day. In the event of a breach, LFUCG reserves the right to pursue any and all applicable legal, equitable, and/or administrative remedies against the contractor.
3. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
 - (1) Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part, and the contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

Provided, however, that in the event a contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

4. If fulfillment of the contract requires the contractor to employ mechanic's or laborers, the contractor further agrees that it can and will comply with the following:

- (1) Overtime requirements: No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such a workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such a workweek.
- (2) Violation: liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section, the contractor and any subcontractor responsible therefor shall be liable for

the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. LFUCG shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

5. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

6. The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.

7. The contractor shall include these requirements in numerical paragraphs 5 and 6 in each subcontract exceeding \$100,000 financed in whole or in part with Federal funding.

8. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.

9. The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.

10. The contractor shall include these requirements in numerical paragraphs 8 and 9 in each subcontract exceeding \$100,000 financed in whole or in part with Federal funds.

11. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.

12. The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency regional office.

13. The contractor shall include these requirements in numerical paragraphs 11 and 12 in each subcontract exceeding \$100,000 financed in whole or in part with American Rescue Plan Act funds.

14. The contractor shall include this language in any subcontract it executes to fulfill the terms of this bid: "the subgrantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights

Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with 'Limited English Proficiency' in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement."

15. Contractors who apply or bid for an award of \$100,000 or more shall file the required certification that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier, up to the recipient. The required certification is included here:

a. The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an 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, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.


b. 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.

16. The contractor acknowledges and certifies that it has not been debarred or suspended and further acknowledges and agrees that it must comply with regulations regarding debarred or suspended entities in accordance with 24 CFR § 570.489(i). Funds may not be provided to excluded or disqualified persons.

17. The contractor agrees and certifies that to the greatest extent practicable, it will prefer the purchase, acquisition, and use of all applicable goods, products or materials produced in the United States, in conformity with 2 CFR 200.322 and/or section 70914 of Public Law No. 117-58, §§ 70901-52, also known as the Infrastructure Investment and Jobs Act, whichever is applicable.

18. The contractor agrees and certifies that all activities performed pursuant to any Agreement entered as a result of the contractor's bid, and all goods and services procured under that Agreement, shall comply with 2 C.F.R. § 200.216 (Prohibition on certain telecommunications and video surveillance services and equipment) and 2 C.F.R. 200 § 200..323 (Procurement of recovered materials), to the extent either section is applicable.

19. If this bid involves construction work for a project totaling \$10 million or more, then the contractor further agrees that all laborers and mechanics, etc., employed in the construction of the public facility project assisted with funds provided under this Agreement, whether employed by contractor, or contractor's contractors, or subcontractors, shall be paid wages complying with the Davis-Bacon Act (40 U.S.C. 3141-3144). Contractor agrees that all of contractor's contractors and subcontractors will pay laborers and mechanics the prevailing wage as determined by the Secretary of Labor and that said laborers and mechanics will be paid not less than once a week. The contractor agrees to comply with the Copeland Anti- Kick Back Act (18 U.S.C. § 874) and its implementing regulations of the U.S. Department of Labor at 29 CFR part 3 and part 5. The contractor further agrees to comply with the applicable provisions of the Contract Work Hours and Safety Standards Act (40 U.S.C. Section 327-333), and the applicable provisions of the Fair Labor Standards Act of 1938, as amended (29 U.S.C. et seq.). Contractor further agrees that it will report all suspected or reported violations of any of the laws identified in this paragraph to LFUCG.



Signature

12/23/23
Date

1. SCOPE

- 1.1 This specification describes the minimum requirements for repairing and/or rebuilding hydraulic cylinders for the Lexington-Fayette Urban County Government, Division of Fleet Services. Cylinders included but not limited to those commonly found on backhoes, tractors, refuse packers and other collection equipment, dump trucks, etc.

2. REQUIREMENTS

- 2.1 Reseal Only: Shall include cleaning, honing, polishing, exterior repaint, and new sealing rings, seals, soft parts and wear rings as applicable, installed.
- 2.2 Rebuild: Shall include a reseal as described above and the restoration of cylinder and rod surface finishes, rod-to-gland and piston-to-cylinder clearances back to manufacturer's specifications through component replacement and/or machining.
- 2.3 Inspection/Testing/Estimating: Each cylinder submitted for evaluation shall be inspected and tested at manufacturer's recommended pressure. Results of this activity shall be reported back to Fleet Services along with estimated cost of repairs. No further work is to be undertaken without the explicit approval of the LFUCG Division of Fleet Services. Consistent or repeated instances of repairs exceeding estimates shall be grounds for cancellation of contract.
- 2.4 Response To Requests: Contractor shall pickup cylinders within 24 hours of a request for service. All cylinders shall be picked up and returned at contractor's expense to LFUCG Division of Fleet Services, 669 Byrd Thurman Drive, Lexington, Kentucky, 40510. Vendor shall be within a 90 mile radius and use company vehicle for pickup and delivery.
- 2.5 Sub-Contracting: LFUCG Division of Fleet Services shall be notified in advance if any portions of services described herein are to be sub-contracted. LFUCG contract vendor shall be held responsible for any and all sub-contracted work.
- 2.6 Invoicing: Invoices submitted for services provided under this contract shall contain the following minimum information:
- 2.6.1 Time and date of pickup and delivery.
 - 2.6.2 Detailed list of parts used including part numbers
 - 2.6.3 Final test results including pressure(s)
 - 2.6.4 Name of Fleet Services personnel who authorized repair

3. METHOD of AWARD

- 3.1 A price contract will be awarded to the responsive and responsible bidder(s) who most successfully demonstrates the ability to provide the services described herein at the lowest unit price. The issuance of a price contract does not obligate the LFUCG for any purchases, quantities, or amounts. Price contract is subject to two (2) annual renewals if both parties agree. Requests for contract price increases must be accompanied by appropriate manufacturer's documentation supporting amount of increase.

4. BID PROPOSAL

- 4.1 Labor Rate: \$ 125- per hour.
- 4.2 Parts & Materials 10% percentage discount from list prices. Price lists shall be furnished upon request.
- 4.3 Warranty: Stated terms of warranty: 1 year warranty on remanufactured.
- 4.4 Repair Turnaround: Stated average time from pickup to delivery of completed repairs: 1-2 days
Consistent or repeated instances of exceeded turnaround time without justification shall be grounds for cancellation of contract.

90 day warranty on reseal only.

1000000 - 1000000 = 0

1000000 - 1000000 = 0

1000000

1000000



Lexington-Fayette Urban County Government Master

200 E. Main St
Lexington, KY 40507

File Number: 0927-23

File ID: 0927-23

Type: Agenda Item

Status: Agenda Ready

Version: 1

Contract #:

In Control: Urban County
Council Work
Session

File Created: 09/07/2023

File Name: Page Break

Final Action:

Title:

Notes:

Sponsors:

Enactment Date:

Deed #:

Hearing Date:

Drafter:

Effective Date:

History of Legislative File

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



Lexington-Fayette Urban County Government Master

200 E. Main St
Lexington, KY 40507

File Number: 0050-24

File ID: 0050-24

Type: Resolution

Status: Approved

Version: 1

Contract #:

In Control: Urban County
Council

File Created: 01/09/2024

File Name: Habitat Mitigation – Legacy Business Park

Final Action: 02/15/2024

Title: A Resolution authorizing payment in the amount of \$11,750 to the Ky. Natural Lands Trust, as mitigation for the potential removal of wildlife habitat on the Legacy Business Park project site; and authorizing the Mayor, on behalf of the Lexington-Fayette Urban County Government, to execute any necessary documents related to the payment. [Mayor's Office, Atkins]

Notes:

Sponsors:

Enactment Date: 02/15/2024

Attachments: Att H - Exhibit 3, Impacts to Forested Bat Habitat Rev, bluesheet memo - Legacy Business Park - Habitat Mitigation 20240109, 0050-24- Bat payment at Legacy 4867-9357-2257 v.1.docx, R-052-2024

Enactment Number: R-052-2024

Deed #:

Hearing Date:

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	01/30/2024	Approved and Referred to Docket	Urban County Council	02/01/2024		Pass
1	Urban County Council	02/01/2024	Received First Reading	Urban County Council	02/15/2024		
1	Urban County Council	02/15/2024	Approved				Pass

Text of Legislative File 0050-24

Title

A Resolution authorizing payment in the amount of \$11,750 to the Ky. Natural Lands Trust, as mitigation for the potential removal of wildlife habitat on the Legacy Business Park project site; and authorizing the Mayor, on behalf of the Lexington-Fayette Urban County Government, to execute any necessary documents related to the payment. [Mayor's Office, Atkins]

Summary

Authorization to execute a cover letter and provide mitigation payment in the amount of \$11,750 to the Kentucky National Lands Trust's Imperiled Bat Conservation Fund for the removal of 2.5 acres of potential wildlife habitat on the Legacy Business Park project site.

Budget Amendment is in process. (L0050-24) (Atkins)

Budgetary Implications [select]: Yes

Advance Document Review:

Law: { Select Yes, Completed by Dave Barberie, 1/9/24}}

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

Fully Budgeted [select]: Budget Amendment is in process

Account Number: 1144-136103-0001-71299

This Fiscal Year Impact: \$11,750

Annual Impact: \$NA

Project:

Activity:

Budget Reference:

Current Balance: Budget Amendment is in process





TO: Mayor Linda Gorton
Urban County Council

FROM: Craig Bencz
Admin. Officer Sr.

CC: Kevin Atkins
Chief Development Officer

DATE: January 9, 2024

SUBJECT: Habitat Mitigation – Legacy Business Park

Request

Request Council authorization to execute a cover letter and provide mitigation payment in the amount of \$11,750 to the Kentucky National Lands Trust's Imperiled Bat Conservation Fund for the removal of 2.5 acres of potential wildlife habitat on the Legacy Business Park project site.

Reason for Request

Development of the Legacy Business Park site will require removal of 2.5 acres of potential Indiana bat and northern long-eared bat habitat. As directed by the U.S. Fish and Wildlife Service, LFUCG is proposing payment of \$11,750 as a conservation measure to mitigate for the removal of this potential habitat. This mitigation proposal is consistent with accepted conservation strategy and will fulfill, in part, U.S. Army Corps of Engineers permitting requirements for the project.

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

The cost for this FY is: \$11,750

The cost for future FY is: N/A

Are the funds budgeted?

A Budget Amendment is in process to provide funds for this request.



Account number: 1144-136103-0001-71299

File Number:

Director/Commissioner: Bencz/Atkins



RESOLUTION NO. _____ – 2024

A RESOLUTION AUTHORIZING PAYMENT IN THE AMOUNT OF \$11,750.00 TO THE KENTUCKY NATURAL LANDS TRUST, AS MITIGATION FOR THE POTENTIAL REMOVAL OF WILDLIFE HABITAT ON THE LEGACY BUSINESS PARK PROJECT SITE; AND AUTHORIZING THE MAYOR, ON BEHALF OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, TO EXECUTE ANY NECESSARY DOCUMENTS RELATED TO THE PAYMENT.

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

Section 1 – That an amount, not to exceed the sum of \$11,750.00, be and hereby is authorized for payment to the Kentucky Natural Lands Trust, from account # 1144-136103-0001-71299, contingent upon the approval of a pending budget amendment.

Section 2 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute any necessary documents related to the payment.

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

0050-24:EPT_4867-9357-2257, v. 1

RESOLUTION NO. 052 – 2024

A RESOLUTION AUTHORIZING PAYMENT IN THE AMOUNT OF \$11,750.00 TO THE KENTUCKY NATURAL LANDS TRUST, AS MITIGATION FOR THE POTENTIAL REMOVAL OF WILDLIFE HABITAT ON THE LEGACY BUSINESS PARK PROJECT SITE; AND AUTHORIZING THE MAYOR, ON BEHALF OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, TO EXECUTE ANY NECESSARY DOCUMENTS RELATED TO THE PAYMENT.

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

Section 1 – That an amount, not to exceed the sum of \$11,750.00, be and hereby is authorized for payment to the Kentucky Natural Lands Trust, from account # 1144-136103-0001-71299, contingent upon the approval of a pending budget amendment.

Section 2 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute any necessary documents related to the payment.

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

PASSED URBAN COUNTY COUNCIL: Febraury 15, 2024



MAYOR

ATTEST:


CLERK OF URBAN COUNTY COUNCIL
0050-24:EPT_4867-9357-2257, v. 1



Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0080-24

File ID: 0080-24

Type: Resolution

Status: Approved

Version: 1

Contract #: 148-2024

In Control: Urban County
Council

File Created: 01/17/2024

File Name: Voices of Hope MOU

Final Action: 02/15/2024

Title: A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute a Memorandum of Understanding with Voices of Hope, for placement of recovery coaches with the Community Paramedicine Program. [Div. of Fire and Emergency Services, Wells]

Notes: Needs an original, wet signature! 3/28/2024. MS

Stamped and filed in CCO, copies handed back to Rita Evan 6.14.24 AA

Sponsors:

Enactment Date: 02/15/2024

Attachments: Voices of Hope Blue Sheet_012024, Voices of Hope MOU_012024, 80-24 4879-4105-9487 v.1.doc, Contract #148-2024, R-053-2024

Enactment Number: R-053-2024

Deed #:

Hearing Date:

Drafter: Tammy James

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	01/30/2024	Approved and Referred to Docket	Urban County Council	02/01/2024		Pass
1	Urban County Council	02/01/2024	Received First Reading	Urban County Council	02/15/2024		
1	Urban County Council	02/15/2024	Approved				Pass

Text of Legislative File 0080-24

Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute a Memorandum of Understanding with Voices of Hope, for placement of recovery coaches with the Community Paramedicine Program. [Div. of Fire and Emergency Services, Wells]

Summary

Authorization to execute a Memorandum of Understanding with Voices of Hope, a local

recovery community center, to place recovery coaches with the Community Paramedicine Program. No Budgetary impact. (L0080-24) (Wells/Armstrong)

Budgetary Implications: No

Advance Document Review:

Law: Yes, M. Sanner

Risk Management: No

Fully Budgeted: N/A



TO: Mayor Linda Gorton

FROM: Jason G. Wells, Fire Chief

DATE: January 18, 2024

SUBJECT: Memorandum of Understanding with Voices of Hope

The Division of Fire and Emergency Services requests authorization to enter into a Memorandum of Understanding with Voices of Hope – Lexington, Inc.

Why are you requesting? Voices of Hope is a local Recovery Community Center that has been providing services since opening in 2018. Voices of Hope is a not-for-profit organization. This MOU will enable them to place one or more of their Recovery Coaches with the Community Paramedicine program. These Recovery Coaches will help to engage with and provide services to individuals that the Community Paramedicine team are following up with as the result of an overdose that has occurred. The expiration date of this MOU is December 31, 2024.

Department needs this action completed because Voices of Hope has offered to provide one or more of their Recovery Coaches to the Community Paramedicine program. This will in turn help the program and the city of Lexington.

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

The cost for this FY is: N/A

The cost for future FY is: N/A

Are the funds budgeted? N/A

File Number:

Director/Commissioner: Wells/Armstrong



MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made and entered into by and between **Voices of Hope - Lexington, Inc. ("VOH")** and **Lexington Fayette Urban County Government ("LFUCG")** as of February 1, 2024 ("Effective Date").

WITNESSETH:

WHEREAS, VOH is a tax exempt not for profit organization that provides services to individuals for the purpose of supporting meaningful recovery from drug and alcohol addiction; and

WHEREAS, Lexington Fayette Urban County Government, operates the paramedicine program as part of its mission to enhance the public safety of Lexington-Fayette County residents and businesses through emergency preparedness, mitigation, response and recovery; and

WHEREAS, LFUCG provides paramedicine services and desires to offer access to peer support services, during LFUCG hours, for such participants; and

WHEREAS, VOH is willing to assist LFUCG in providing these peer support services.

NOW, THEREFORE, in consideration of the mutual covenants, agreements and obligations contained herein, VOH and LFUCG hereby agree as follows:

1. VOH will arrange for one or more of its employees to provide peer support and recovery coaching services at LFUCG. This will include linkage program enrollments of participants that are seeking connection to evidence based treatment options. The dates and times will be in accordance with the LFUCG hours, but not to exceed 40 hours. The VOH staff are required to have significant experience and training with providing peer services, are certified peer support specialists and trained recovery coaches, and will be trained, supervised, and scheduled by VOH.
2. LFUCG will provide space for service provision and data entry, provide onsite orientation and support, as needed, and refer participants for peer services.
3. VOH will provide information to clients about local SMART Recovery and SMART Friends and Family Meetings.
4. This MOU is effective as of February 1, 2024, terminating on December 31, 2024. Either party may terminate this Agreement at any time for giving at least thirty (30) days prior written notice to the other party.
5. VOH complies with the federal and state constitutions, and all applicable federal and state laws, regarding nondiscrimination. VOH provides equal opportunities for qualified persons in all aspects of its operations, and does not discriminate on the basis of race, color, national origin, ethnic origin, religion, creed, age, physical or mental disability, veteran status, uniformed service, political belief, sex, sexual orientation, gender identity, gender expression, pregnancy, marital status, genetic information, social or economic status, or whether the person is a smoker or nonsmoker, as long as the person complies with VOH policy concerning smoking.
6. Nothing in the Agreement shall be construed as an offer for payment by one or more parties to one

or more other parties of cash or other remuneration, directly or indirectly, in exchange for patient referrals or arrangements or recommendations for any item or service.

7. The information provided to the Recovery Coach will be confidential, unless they are required by law to report it (e.g., in the case that one is considering harming their self or others, or that they report knowledge of child abuse or neglect). Substance use disorder records are protected under federal law, including the federal regulations governing the confidentiality of substance use disorder patient records, 42 C.F.R. Part 2, and cannot be disclosed without written consent unless otherwise provided for by the regulations.
8. LFUCG will inform VOH of any lawsuit, which is threatened, or any patient care event, which causes or contributes to injury or death, and could result in a lawsuit, if a VOH employee is involved.
9. This MOU contains the entire agreement and understanding of the parties and supersedes all prior agreements, understandings, or arrangements (both oral and written) relating to the subject matter of this MOU.
10. The parties are separate, independent entities, and neither party is or shall be authorized to act as an agent or representative of the other. Neither party to this MOU is a partner, employee, agent or joint venture of the other. Nothing in this MOU is intended to create any relationship between the parties of any nature other than independent, contracting parties. Each party shall be responsible for its actions in connection with its performance of duties hereunder.
11. LFUCG shall not assign any of its rights or obligations under this MOU without the prior written consent of VOH, in its sole discretion.

IN WITNESS WHEREOF, the undersigned have executed this Memorandum of Understanding as of the date first written above.

VOICES OF HOPE – LEXINGTON, INC. Lexington Fayette Urban County Government

By: Michelle S. Elswick

Name: Michelle S. Elswick
Title: President/CEO
Date: 1/8/2024

By: _____

Name:
Title:
Date:

RESOLUTION NO. ____-2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH VOICES OF HOPE, FOR PLACEMENT OF RECOVERY COACHES WITH THE COMMUNITY PARAMEDICINE 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 memorandum of understanding, which is attached hereto and incorporated herein by reference, with Voices of Hope, for placement of recovery coaches with the Community Paramedicine 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
80-24:MRS:4879-4105-9487, v. 1

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made and entered into by and between **Voices of Hope - Lexington, Inc. ("VOH")** and **Lexington Fayette Urban County Government ("LFUCG")** as of February 1, 2024 ("Effective Date").

WITNESSETH:

WHEREAS, VOH is a tax exempt not for profit organization that provides services to individuals for the purpose of supporting meaningful recovery from drug and alcohol addiction; and

WHEREAS, Lexington Fayette Urban County Government, operates the paramedicine program as part of its mission to enhance the public safety of Lexington-Fayette County residents and businesses through emergency preparedness, mitigation, response and recovery; and

WHEREAS, LFUCG provides paramedicine services and desires to offer access to peer support services, during LFUCG hours, for such participants; and

WHEREAS, VOH is willing to assist LFUCG in providing these peer support services.

NOW, THEREFORE, in consideration of the mutual covenants, agreements and obligations contained herein, VOH and LFUCG hereby agree as follows:

1. VOH will arrange for one or more of its employees to provide peer support and recovery coaching services at LFUCG. This will include linkage program enrollments of participants that are seeking connection to evidence based treatment options. The dates and times will be in accordance with the LFUCG hours, but not to exceed 40 hours. The VOH staff are required to have significant experience and training with providing peer services, are certified peer support specialists and trained recovery coaches, and will be trained, supervised, and scheduled by VOH.
2. LFUCG will provide space for service provision and data entry, provide onsite orientation and support, as needed, and refer participants for peer services.
3. VOH will provide information to clients about local SMART Recovery and SMART Friends and Family Meetings.
4. This MOU is effective as of February 1, 2024, terminating on December 31, 2024. Either party may terminate this Agreement at any time for giving at least thirty (30) days prior written notice to the other party.
5. VOH complies with the federal and state constitutions, and all applicable federal and state laws, regarding nondiscrimination. VOH provides equal opportunities for qualified persons in all aspects of its operations, and does not discriminate on the basis of race, color, national origin, ethnic origin, religion, creed, age, physical or mental disability, veteran status, uniformed service, political belief, sex, sexual orientation, gender identity, gender expression, pregnancy, marital status, genetic information, social or economic status, or whether the person is a smoker or nonsmoker, as long as the person complies with VOH policy concerning smoking.
6. Nothing in the Agreement shall be construed as an offer for payment by one or more parties to one

or more other parties of cash or other remuneration, directly or indirectly, in exchange for patient referrals or arrangements or recommendations for any item or service.

7. The information provided to the Recovery Coach will be confidential, unless they are required by law to report it (e.g., in the case that one is considering harming their self or others, or that they report knowledge of child abuse or neglect). Substance use disorder records are protected under federal law, including the federal regulations governing the confidentiality of substance use disorder patient records, 42 C.F.R. Part 2, and cannot be disclosed without written consent unless otherwise provided for by the regulations.
8. LFUCG will inform VOH of any lawsuit, which is threatened, or any patient care event, which causes or contributes to injury or death, and could result in a lawsuit, if a VOH employee is involved.
9. This MOU contains the entire agreement and understanding of the parties and supersedes all prior agreements, understandings, or arrangements (both oral and written) relating to the subject matter of this MOU.
10. The parties are separate, independent entities, and neither party is or shall be authorized to act as an agent or representative of the other. Neither party to this MOU is a partner, employee, agent or joint venture of the other. Nothing in this MOU is intended to create any relationship between the parties of any nature other than independent, contracting parties. Each party shall be responsible for its actions in connection with its performance of duties hereunder.
11. LFUCG shall not assign any of its rights or obligations under this MOU without the prior written consent of VOH, in its sole discretion.

IN WITNESS WHEREOF, the undersigned have executed this Memorandum of Understanding as of the date first written above.

VOICES OF HOPE – LEXINGTON, INC.

Lexington Fayette Urban County Government

By: 
Michelle S. Elswick

Name: Michelle S. Elswick

Title: President/CEO

Date: 1/8/2024 6/6/2024

By: 

Name: Linda Gorton

Title: Mayor

Date: 6/14/2024

RESOLUTION NO. 053 -2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH VOICES OF HOPE, FOR PLACEMENT OF RECOVERY COACHES WITH THE COMMUNITY PARAMEDICINE 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 memorandum of understanding, which is attached hereto and incorporated herein by reference, with Voices of Hope, for placement of recovery coaches with the Community Paramedicine Program.

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

PASSED URBAN COUNTY COUNCIL: February 15, 2024



MAYOR

ATTEST:



CLERK OF URBAN COUNTY COUNCIL

80-24:MRS:4879-4105-9487, v. 1



Lexington-Fayette Urban County Government Master

200 E. Main St
Lexington, KY 40507

File Number: 0086-24

File ID: 0086-24

Type: Resolution

Status: Approved

Version: 1

Contract #: 025-2024

In Control: Urban County
Council

File Created: 01/18/2024

File Name: Mediocre Creative LLC Incentive Grant

Final Action: 02/15/2024

Title: A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute an Agreement awarding a Class B (Infrastructure) Incentive Grant to Mediocre Creative, LLC, for a feasibility study for a Stormwater Quality Project, at a cost not to exceed \$12,500. [Div. of Water Quality, Martin]

Notes: In office 1/28/2024. MS

Stamped and filed in the CCO. Returned to Denise 2/20/2024. MS

Sponsors:

Enactment Date: 02/15/2024

Attachments: BlueSheet, FY 2024 Mediocre Creative LLC_Class B
Infra - Council map, FY24 Class BI Mediocre
Creative LLC (Feasibility) GAA_Grant signed,
0086-24 - Mediocre Creative LLC WQ Grant
4858-5908-0097 v.1.docx, R-054-2024, Contract
#025-2024

Enactment Number: R-054-2024

Deed #:

Hearing Date:

Drafter: Christina King

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	01/30/2024	Approved and Referred to Docket	Urban County Council	02/01/2024		Pass
1	Urban County Council	02/01/2024	Received First Reading	Urban County Council	02/15/2024		
1	Urban County Council	02/15/2024	Approved				Pass

Text of Legislative File 0086-24

Title

A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute an Agreement awarding a Class B (Infrastructure) Incentive Grant to Mediocre Creative, LLC, for a feasibility study for a Stormwater Quality Project, at a cost not to exceed \$12,500.

[Div. of Water Quality, Martin]

Summary

Authorization to approve an FY 2024 (Class B Infrastructure) Stormwater Quality Projects Incentive Grant for Mediocre Creative, LLC, to conduct a feasibility study for best management practices capable of reducing the impact of pollutant loading and flooding at 712 and 714 North Limestone, in the amount of \$12,500.00. Funds are Budgeted.

(L0086-24) (Martin/Albright)

Budgetary Implications [select]: Yes

Advance Document Review:

Law: Yes, Completed by Evan Thompson 1/18/2024

Risk Management: No

Fully Budgeted [select]: Yes

Account Number: 4052-303204-3373-78112

This Fiscal Year Impact: \$12,500.00

Annual Impact: \$12,500.00

Project: WQINCENTIVE_24


Activity: WQ_GRANT

Budget Reference:

Current Balance: \$1,661,626.20



TO: Mayor Linda Gorton
Urban County Council

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

DATE: January 16, 2024

SUBJECT: Recommendation for an FY24 (Class B Infrastructure) Stormwater Quality Projects Incentive Grant for Mediocre Creative LLC.

Request

The purpose of this memorandum is to request approval of an FY24 (Class B Infrastructure) Stormwater Quality Projects Incentive Grant for Mediocre Creative LLC in the amount of \$12,500.00.

Purpose of Request

The grant will provide funds for a feasibility study to identify, evaluate, and select Best Management Practices (BMPs) capable of reducing the impact of pollutant loading and flooding at 712 & 714 North Limestone Streets. The study will identify potential projects to benefit the immediate areas of True Alley and North Limestone and the downstream Cane Run Watershed and to improve water quality and quantity through potential rainwater retention systems, removal of impervious parking areas, and additional tree canopy.

Project Cost in FY24 and in Future Budget Years

The grant has been approved for FY 2024 funding by the Water Quality Fees Board in the amount of \$12,500.00.

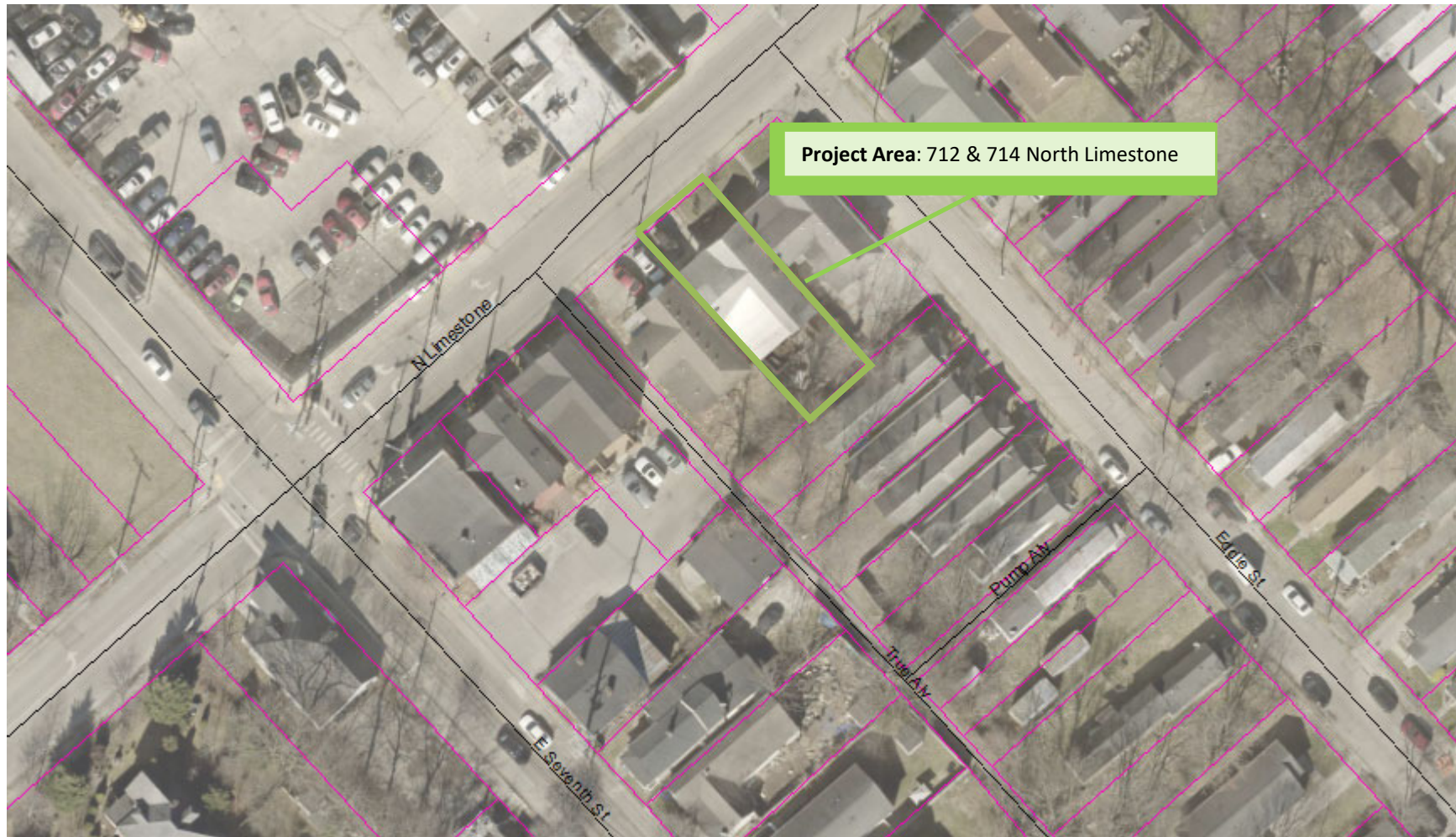
Are Funds Budgeted

Funds are budgeted in: 4052 – 303204 – 3373 – 78112 – WQINCENTIVE_24 – WQ_GRANT

Martin/Albright



Stormwater Quality Projects Incentive Grant Program



Mediocre Creative, LLC

GRANT AWARD AGREEMENT

Fiscal Year 2024 Class B Infrastructure Incentive Grant Program

THIS AGREEMENT, made and entered into on the _____ day of _____, 20____, by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (LFUCG)**, an urban county government of the Commonwealth of Kentucky, pursuant to KRS Chapter 67A (hereinafter "Government"), on behalf of its Division of Water Quality, and **MEDIOCRE CREATIVE, LLC, 712 & 714 NORTH LIMESTONE, LEXINGTON, KENTUCKY 40508** (hereinafter "Grantee"), and **NEED NEW BODY, LLC, 904 M^CCLAIN DRIVE, LEXINGTON, KENTUCKY 40505** (hereinafter "Property Owner").

WITNESSETH:

WHEREAS, the Grantee is a documented fee-payer of the Government's Water Quality Management Fee; and

WHEREAS, the Grantee has proposed a need for the funds requested to develop and implement a proposed project by submitting a valid grant application; and

WHEREAS, the Grantee's grant application has been reviewed and selected for funding by the Water Quality Fees Board in accordance with Sections 16-408 and 16-410 of the Government's Code of Ordinances; and

WHEREAS, the Government has funds available through the Stormwater Quality Projects Incentive Grant Program to assist the qualified Grantee in the development and implementation of projects that meet the goals of the program; and

WHEREAS, the Grantee desires to implement a specific project that meets one or more Incentive Grant program goals to improve water quality, reduce stormwater runoff, and provide public or private education related to stormwater quality; and

WHEREAS, any such improvements funded by the Government shall benefit the public through installed improvements and/or educational programming;

THAT FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS HEREIN EXPRESSED, GOVERNMENT AND GRANTEE AGREE AS FOLLOWS:

- (1) The Government hereby grants the Grantee the sum of **\$12,500.00** (hereinafter "the Grant"), for use in implementing the project elements as listed in Attachment A which is incorporated herein by reference as if fully set out herein. The Grantee agrees to cost share the Grant with contributions, labor, and/or other services equal to or greater than 20% of the total project cost.
- (2) The Grantee agrees to use the Grant only for the activities set forth in Attachment A which includes installation of stormwater control infrastructure at the following site location(s): **712 & 714 NORTH LIMESTONE, LEXINGTON, KENTUCKY 40508** currently owned by the Property Owner.
- (3) The Grantee agrees to meet all design standards specified in the Government's Engineering Manuals or as further described in Attachment A in the design of all Grant-funded improvements. This includes all associated activities including but not limited to erosion and

sediment control, traffic control, utility relocations, seeding, etc. The Grantee further agrees to design the facilities in such a way as not to preclude the potential for future water quality / quantity monitoring by LFUCG.

- (4) The Grantee agrees to comply with all applicable local, state, and federal rules, regulations, ordinances, and laws in implementation of the project.
- (5) ~~The Grantee agrees to obtain all necessary local, state, and federal permits, encroachments, permissions, approvals, etc. in a timely manner and prior to start of construction.~~
(N/A to Feasibility Only Grants)
- (6) The Grantee agrees to perform periodic reporting as detailed in Paragraph (7) herein below, and produce a Project Final Report within thirty (30) calendar days of the completion of the project elements in digital and hard copy following a standardized format to be provided by the Government summarizing all work completed and detailing the total grant expenditures. Other deliverables include the following:
 - (a) At the end of the Feasibility Phase (if applicable), the following five deliverables, sealed by a professional licensed to perform such work in accordance with Kentucky Revised Statutes (KRS), shall be provided:
 - Feasibility report evaluating the use of the potential BMP(s) on the proposed site;
 - Conceptual design concept;
 - Detailed cost estimate for design;
 - Conceptual cost estimate for construction;
 - Letter certifying all BMPs proposed for design as viable and feasible for the specific site and application.
 - (b) ~~At the end of the Design Phase or prior to the start of the Construction Phase, the following six deliverables, sealed by a professional licensed to perform such work in accordance with Kentucky Revised Statutes (KRS), shall be provided:~~
 - ~~• Set of all final design calculations;~~
 - ~~• Set of final construction plans, including traffic control, erosion and sediment control, grading plans, etc.;~~
 - ~~• Set of final specifications and bidding documents (if applicable);~~
 - ~~• Final detailed engineer's construction cost estimate including quantities;~~
 - ~~• All required permit submittals and approvals;~~
 - ~~• Inspection, Operation, and Maintenance Plan laying out the plan for regular inspection and maintenance of each proposed facility for design performance and safety in accordance with manufacturer's specifications and the Government's Stormwater Manual.~~
(N/A to Feasibility Only Grants)
 - (c) ~~At the end of the Construction Phase, the following five deliverables shall be provided:~~
 - ~~• Summary of final construction costs and quantities;~~
 - ~~• Copies of all federal, state, and local permits obtained for the project;~~
 - ~~• Record Drawing showing all field changes, and signed and sealed by the professional of record certifying the project as shown meets all original design intent;~~
 - ~~• Photo documentation of site conditions and improvements before, during, and after construction;~~
 - ~~• Signed Agreement to Maintain Stormwater Control Facilities Funded by an LFUCG Class B Infrastructure Stormwater Quality Projects Incentive Grant.~~
(N/A to Feasibility Only Grants)
- (7) The Grant to the Grantee shall be disbursed in the following manner:
 - (a) The Grantee shall submit at least once every three (3) months, if not specified otherwise in Attachment A, a Request for Funds to the Government's Grant Manager designated by the Director of the Division of Water Quality for the project. Each Request for Funds shall include documentation that the Grantee has already expended the re-

requested funds or shall be in a position to expend properly the requested funds within thirty (30) days of receipt of the funds. The Request for Funds shall include full accounting of these eligible grant-related expenses, as listed in Attachment A. Copies of invoices, purchase orders, or receipts showing vendor, date, amount, and items purchased or ordered shall be provided with the Request for Funds. For project specific personnel costs and stipends, documentation of all billed hours shall include copies of employee timesheets, hourly payroll rate, and description of work performed for hours billed. Each Request for Funds shall include a minimum of 10% cost share.

- (b) Each Request for Funds shall be accompanied by a Project Status Report describing the progress of the project to date, including a description and schedule of all activities completed, and hardcopy or electronic copies of materials (*e.g.*, calculations, preliminary plans, etc.) completed to date. For educational events (if applicable), copies of the class rosters or sign-in sheets documenting the number of attendees shall be provided.
- (c) The Government's Grant Manager shall review each Request for Funds and supporting documents for compliance with the terms of this Agreement and the guidelines of the Stormwater Quality Projects Incentive Grant Program. If the Grant Manager finds the Grantee's Request for Funds is in compliance with the terms of this Agreement and the guidelines of the Stormwater Quality Projects Incentive Grant Program and that the activity progress and management program of the Grantee satisfy the terms of the grant award, he or she shall approve the Request for Funds within 15 calendar days of receipt and then forward it to the Division of Accounting for payment.
- (d) The Government shall release payment of the final 10% of the Grant only after receipt and acceptance of the Project Final Report. The Government's Grant Manager shall review the Project Final Report and provide comments to the Grantee or, if acceptable, forward approval within 15 calendar days of receipt to the Division of Accounting for payment.
- (e) Should the Government's Incentive Grant Program Administrator determine that the Grantee is not in compliance with the terms of this Agreement and/or the Stormwater Quality Projects Incentive Grant Program, including deficiencies in progress and management of the project, the Division of Water Quality shall notify the Grantee, the Mayor's Office, and the appropriate district Council person, and shall meet with the Grantee on matters that prevent approval of the Request for Funds. Failure to resolve any such matters to the satisfaction of the Government may lead to termination of the Agreement for cause pursuant to Paragraph (21) herein below.
- (8) The Grantee agrees to obtain written approval from the Government's Grant Manager and Program Administrator for any proposed changes to the Project Team or Project Plan as listed in Attachment A prior to implementing the changes. Failure to gain written approval prior to making changes may lead to termination of the Agreement for cause pursuant to Paragraph (21) herein below.
- (9) The Grantee agrees to complete the project phase(s) (*i.e.*, Feasibility) outlined herein within **15** months from the date of this Agreement. The Grantee shall obtain written approval from the Government's Grant Manager and Program Administrator for any time extensions beyond the schedule. Failure to obtain written approval prior to making changes may lead to termination of the Agreement for cause pursuant to Paragraph (21) herein below.
- (10) This Agreement may not be modified except by written agreement of the Government and the Grantee.
- (11) The Grantee understands that the Grant amount shown herein in Paragraph (1) is a not-to-exceed amount, and any additional funding needed to complete the project elements listed in Attachment A is the responsibility of the Grantee. If it becomes apparent to the Grantee or the Government that the Grantee will be unable to complete the project either in the manner or for the amount described in this Agreement, then the Grantee must immediately

notify the Government's Grant Manager and Program Administrator by providing a complete and detailed written explanation of its inability to comply with the terms of the Agreement. The Grantee must further provide the Government's Grant Manager and Program Administrator with a complete and detailed written explanation of any proposed changes, and the reasons for those changes.

- (12) The Grantee asserts that it is in full compliance with all applicable provisions of the Lexington-Fayette Urban County Government's Code of Ordinances Chapter 5 – Buildings and Building Regulations, Chapter 7 – Finance and Taxation, Chapter 12 – Housing, and Chapter 16 – Sewage, Garbage, Refuse, and Weeds, or in compliance with Kentucky Department of Housing Buildings and Construction rules and requirements as is appropriate for those state institutions, parcels, or buildings which are subject to state regulations and oversight as opposed to local ordinances and regulations. If the Grantee becomes out of compliance with any of these provisions, it will notify the Government's Grant Manager and Program Administrator immediately. Failure to notify the Government and resolve any such matters to the satisfaction of the Government may lead to termination of the Agreement for cause pursuant to Paragraph (21) herein below.
- (13) ~~The Grantee agrees to allow the Government access to its property to perform monitoring of the project elements for compliance with this Agreement, as provided in the "Agreement to Maintain Stormwater Control Facilities Funded by an LFUCG Class B Infrastructure Stormwater Quality Projects Incentive Grant" (Attachment B).~~
(N/A to Feasibility Only Grants)
- (14) In any advertisement of the project funded by the Grant, whether written or oral communications, the Grantee agrees to identify the Lexington-Fayette Urban County Government as the source of the above referenced funds; the Grantee shall not specifically identify any individual or elected official as being responsible for the funds donated by the Government.
- (15) The Grantee agrees to allow the Government to publicize the Grantee's project through the Government's website and other media.
- (16) The Grantee agrees to reference the Lexington-Fayette Urban County Government's Water Quality Management Fee and the Stormwater Quality Projects Incentive Grant Program as a source of funding for the project on any permanent signage or educational brochures, presentations, websites, etc. produced using grant monies.
- (17) ~~The Grantee agrees that the Government is authorized to erect and maintain permanent signage at the location of any permanent capital infrastructure, referencing the Water Quality Management Fee and the Stormwater Quality Projects Incentive Grant Program as a source of funding for such permanent capital infrastructure. In the event that permanent signage is installed by the Government, such signage shall not be removed except upon written approval by the Government. Provided, however, that nothing herein shall require the installation of signage by the Government nor prohibit the Government from removing any signage so installed.~~
(N/A to Feasibility Only Grants)
- (18) ~~The Grantee and Property Owner agree that all stormwater control facilities, including equipment and infrastructure, constructed and funded by a Construction Grant through the Stormwater Quality Projects Incentive Grant Program shall remain in service and maintained by the Grantee or its representatives following the Inspection, Operation, and Maintenance Plan developed for each facility referenced in (6b) above. The Property Owner further accepts and agrees to enter into the "Agreement to Maintain Stormwater Control Facilities Funded by an LFUCG Class B Infrastructure Stormwater Quality Projects Incentive Grant" attached hereto as Attachment B and which is incorporated herein by reference as if fully set out herein.~~
(N/A to Feasibility Only Grants)

- (19) ~~The Grantee and Property Owner agree that all stormwater control facilities, including equipment and infrastructure, constructed and funded by this Grant shall remain the property of the current Property Owner, or his successors and assigns, unless otherwise specified in Attachments A and B.~~
(N/A to Feasibility Only Grants)
- (20) ~~The Grantee and Property Owner understand that if any of the Grant funded facilities not owned by the Government are removed from service, the property owner of record at the time of removal shall be liable to reimburse the Government for 100% of the Remaining Value of the facility or portion removed, based upon the depreciation schedule provided in Attachment B.~~
(N/A to Feasibility Only Grants)
- (21) If, through any cause, the Grantee or Property Owner shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if the Grantee or Property Owner shall violate any of the covenants, agreements, or stipulations of this Agreement, the Government shall provide the Grantee or Property Owner thirty (30) calendar days to address the deficiency or violation. If the Grantee or Property Owner does not, after the thirty (30) days, come into compliance with this Agreement, the Government shall thereupon have the right to terminate this Agreement by giving written notice to the Grantee of such termination and specifying the effective date thereof, at least five (5) calendar days before the effective date of such termination. In that event, all finished or unfinished documents, receipts, and reports prepared by the Grantee shall, at the option of the Government, become its property and the Grantee shall immediately repay to the Government all monies received pursuant to this Agreement less any amount representing just and equitable compensation for the Government's share of any satisfactory work completed pursuant to the Agreement; provided, however, that for any project involving the construction of capital infrastructure, other than feasibility only projects, the Government's share of any satisfactory work completed shall not include feasibility or design costs.
- (22) The Grantee shall provide equal opportunity in employment as required by applicable federal, state, and local laws, regulations, and ordinances.
- (23) The Grantee is solely responsible for assuring that adequate and appropriate insurance or other necessary coverage is maintained during the term of this Agreement.
- (24) The Grantee's sole remedy for a breach of this Agreement by the Government shall be limited to the amount of the Grant.
- (25) The Government assumes no responsibility whatsoever in the Grantee's project activities. Grantee and Property Owner shall, to the extent allowed by law, defend, indemnify, and hold harmless Government from and against all liability, claims, losses, actions, costs, expenses, obligations, fines, and assessments of whatever kind, including defense costs and attorney's fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, in whole or in part, from or by Grantee's or Property Owner's or its contractor(s), agents, or assigns, negligent acts or misconduct, or errors or omissions, in connection with the activities carried out pursuant to this Agreement, the Grant award, or the Stormwater Quality Projects Incentive Grant Program.

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

LEXINGTON-FAYETTE URBAN COUNTY
GOVERNMENT

BY: _____
LINDA GORTON, MAYOR

ATTEST:

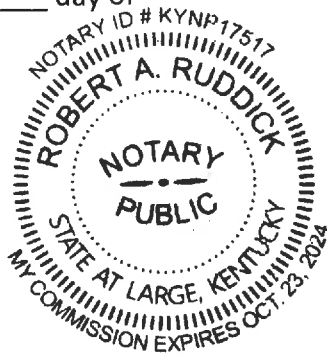
CLERK, URBAN COUNTY COUNCIL

GRANTEE ORGANIZATION: MEDIOCRE CREATIVE, LLC
712 & 714 NORTH LIMESTONE
LEXINGTON, KENTUCKY 40508

BY: [Signature]
NAME: SHAWN SLYKE
TITLE: Owner

The foregoing Agreement was subscribed, sworn to and acknowledged before me by Shawn Slyke, as the duly authorized representative for and on behalf of Medocre Creative LLC, on this the 5th day of January, 2024.
My commission expires: October 23, 2024.

[Signature]
NOTARY PUBLIC

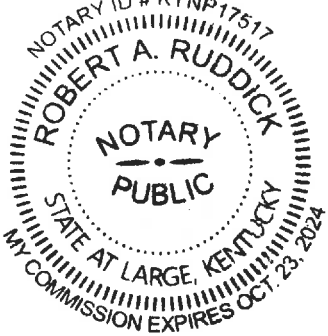


PROPERTY OWNER: NEED NEW BODY, LLC
904 M^CCLAIN DRIVE
LEXINGTON, KENTUCKY 40505

BY: [Signature]
NAME: SHAWN SLYKE
TITLE: Owner

The foregoing Agreement was subscribed, sworn to and acknowledged before me by Shawn Slyke, as the duly authorized representative for and on behalf of Need New Body LLC, on this the 5th day of January, 2024.
My commission expires: October 23, 2024.

[Signature]
NOTARY PUBLIC



ATTACHMENT A
to the GRANT AWARD AGREEMENT
between Lexington-Fayette Urban County Government (LFUCG) and
Mediocre Creative, LLC

- GRANT PROGRAM**

2024 Stormwater Quality Projects Incentive Grant Program
Class B Infrastructure Projects
 - Funded through the LFUCG Water Quality Management Fee
 - Administered by the LFUCG Division of Water Quality in the Department of Environmental Quality & Public Works
 - Feasibility Only Grant

- PROJECT TEAM AND CONTACT INFORMATION**

Grantee Organization:

Mediocre Creative, LLC 
712 & 714 North Limestone
Lexington, KY 40508
KY Organization #0930002

Primary Project Contact:

Sarah Brown
859-227-2432 (phone)
sarah@mediocrecreative.com (email)

Project Manager:

Eric Dawalt, P.E.
859-806-1089 (phone)
edawaltrw@gmail.com (email)

Project Site Location & Property Owner:

Need New Body, LLC 
712 & 714 North Limestone
Lexington, KY 40508
PVA #12699900

Design Consultant(s):

Ridgewater, LLC
2968 McClure Road
Winchester, KY 40392
859-806-1089 (phone)
Eric Dawalt, P.E. (Engineer of Record)
edawaltrw@gmail.com (email)

- PROJECT PLAN ELEMENTS**

The overall purpose of the Stormwater Best Management Practices (BMPs) Feasibility Study is to identify, evaluate, and select Best Management Practices (BMPs) capable of reducing the impact of pollutant loading and flooding at 712 & 714 North Limestone Streets. The study will identify potential projects to benefit the immediate areas of True Alley and North Limestone and the downstream Cane Run Watershed and to improve water quality and quantity through potential rainwater retention systems, removal of impervious parking areas, and additional tree canopy.

1) *EVALUATE THE APPLICABILITY OF GENERAL STORMWATER BMPS AT SITE LOCATION INCLUDING:*

A. Preliminary Design:

The feasibility study will identify the highest priority Best Management Practices for this site.

B. Stormwater Quality and Quantity Improvements

– The feasibility study will evaluate retaining rainwater on the property for graywater usage through a cistern on 712 North Limestone; retrofit parking areas impervious surface with pervious material; increase native plant and tree coverage for 712 & 714 North Limestone maximizing surface area available with greenspace; and reduce the impact of flooding on a pedestrian walkway, providing a proper walking area along True Alley and 712 North Limestone.

- C. Educational Outreach – The feasibility of educational outreach programs (e.g. digital content for education onsite demonstrations for Seedleaf programming; digital content on native planting, maximizing urban greenspace, and rainwater harvesting, etc.) will be evaluated.

2) FINAL FEASIBILITY REPORT

The results of the Feasibility Study will be presented in a final report that will include:

- a) A list of BMPs that are determined to be effective and suitable for installation at the property listed on Page 1 under "Project Site Location(s) & Property Owner(s)." They will be prioritized for implementation according to input from project collaborators, at a minimum.
- b) A Stormwater BMP Master Plan of the Feasibility Study will show proposed BMP locations, the area draining to all proposed BMPs that will be treated, and the discharge locations.
- c) The estimated pollutant removal effectiveness of all BMPs.
- d) Letter certifying all BMPs proposed for design are viable and feasible for the specific site and application.
- e) Design and construction cost estimates.
- f) Special design and construction conditions such as necessary permits, etc.; and land acquisition costs.
- g) A summary of the educational outreach programs that were evaluated.

REPORTING REQUIREMENTS

In addition to the reporting requirements outlined in the Grant Award Agreement, the following special items are noted for this project:

- 1) Grantor shall be provided a minimum of three (3) hard copies of the Final Feasibility Report along with one (1) digital copy.
- 2) LFUCG shall make final payment of the 10% retainer after acceptance of the Project Final Report.
- 3) All attachments to Request for Funds & Project Status Reports shall reference the associated line Table 2 - Eligible Expenses.

PERMANENT FACILITIES / INFRASTRUCTURE

Does not apply to this grant. Attachment B is not required for this Agreement.

EQUIPMENT

Any equipment purchased with the Grant shall remain the property of the Organization.

ADDITIONAL GRANT STIPULATIONS

Note the following additional stipulations related to this project:

1. Applicant shall obtain written approval/agreement prior to work being done on properties not owned by the Applicant.
2. Both electronic and hard copies of all materials are to be provided to LFUCG, for its use, as part of the grant deliverables.
3. Organization proposes a larger cost share beyond that required by the grant program. Budget shall reflect the 21.9% cost share offered in the application (approximately \$3,500.00).

GRANT PERIOD & PROJECT SCHEDULE

The grant period starts on the date of execution by the Mayor and extends for the time period as listed in the Grant Award Agreement. Any time extensions must be approved in writing by the LFUCG Grant Manager. The project schedule shown in Table 1 is preliminary. Proposed changes to the project which alter this schedule significantly shall be discussed with the LFUCG Grant Manager prior to implementation.

TABLE 1 – PRELIMINARY PROJECT SCHEDULE

Activity	Anticipated Date(s)
Approval Grant Award Agreement and Notice to Proceed (NTP)	NTP (anticipated February 2024)
BMP evaluation	March - April 2024
Prepare Final BMP recommendations and cost estimates	May June 2024
Prepare Final BMP Feasibility Study	June 2024
Provide Final Report to LFUCG	July – August 2024

PROJECT BUDGET – GRANT ELIGIBLE EXPENSES

The project budget is broken into the following components:

Feasibility Study	Total Grant Share	\$ 12,500.00 (not-to-exceed)
	Proposed Cost Share to be provided	\$ 3,500.00
	Est. Total Project Cost	\$ 16,000.00

Table 2 lists the eligible expenses for this project. Only properly invoiced items shall be reimbursed with grant monies or counted toward the Organization’s cost share.

Any work performed on this project prior to grant award by the Urban County Council and Notice to Proceed from the LFUCG Grant Administrator is NOT an eligible expense and shall not be reimbursed or counted toward the cost share.

The Grant is a not-to-exceed amount, and any cost overruns are the responsibility of the Grantee. Note that the Grant shall not be used to fund any project element that is required by local, state, or federal regulation in relation to any new development or redevelopment associated with the stormwater quality improvement project as described herein. Donated professional service hours shall be valued at the Median Hourly Wage for the service provided as published by the U.S. Department of Labor, Bureau of Labor Statistics, State Occupational Employment and Wage Estimates for Kentucky (current website: http://www.bls.gov/oes/current/oes_ky.htm).

TABLE 2 – ELIGIBLE EXPENSES

	Type of Expense	Participants	Item	Unit Price		Quantity	Funded by Organization	Funded by Grant	Total Expense
1	Construction Costs								
2	Feasibility Study	Various	Consultant - Feasibility Study	\$ 10,000.00	Lump Sum	1.0	\$ 3,500.00	\$ 6,500.00	\$ 10,000.00
3	Feasibility Study	Various	Consultant - Conceptual Design	\$ 6,000.00	Lump Sum	1.0	\$ -	\$ 6,000.00	\$ 6,000.00
4									
5				TOTAL PROJECT BUDGET:			\$ 3,500.00	\$ 12,500.00	\$ 16,000.00
6							ORGANIZATION	GRANT	
7							SHARE	SHARE	
8							21.9%	78.1%	
				*COST SHARE % =		21.88%	OK		

FIGURE 1 – MAP OF PROJECT AREA (FROM ARCREADER)



RESOLUTION NO. _____ – 2024

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT AWARDING A CLASS B (INFRASTRUCTURE) INCENTIVE GRANT TO MEDIOCRE CREATIVE, LLC, FOR A FEASIBILITY STUDY FOR A STORMWATER QUALITY PROJECT, AT A COST NOT TO EXCEED \$12,500.00.

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 to execute an Agreement, which is attached hereto and incorporated herein by reference, awarding a Class B (Infrastructure) Incentive Grant to Mediocre Creative, LLC, for a feasibility study for a stormwater quality project.

Section 2 – That an amount, not to exceed \$12,500.00, be and hereby is approved for payment to Mediocre Creative, LLC, from account # 4052-303204-3373-78112, pursuant to the terms of the Agreement.

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

PASSED URBAN COUNTY COUNCIL:

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL
0086-24:EPT_4858-5908-0097, v. 1

RESOLUTION NO. 054 – 2024

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT AWARDDING A CLASS B (INFRASTRUCTURE) INCENTIVE GRANT TO MEDIOCRE CREATIVE, LLC, FOR A FEASIBILITY STUDY FOR A STORMWATER QUALITY PROJECT, AT A COST NOT TO EXCEED \$12,500.00.

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 to execute an Agreement, which is attached hereto and incorporated herein by reference, awarding a Class B (Infrastructure) Incentive Grant to Mediocre Creative, LLC, for a feasibility study for a stormwater quality project.

Section 2 – That an amount, not to exceed \$12,500.00, be and hereby is approved for payment to Mediocre Creative, LLC, from account # 4052-303204-3373-78112, pursuant to the terms of the Agreement.

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

PASSED URBAN COUNTY COUNCIL: February 15, 2024



MAYOR

ATTEST:



CLERK OF URBAN COUNTY COUNCIL

GRANT AWARD AGREEMENT

Fiscal Year 2024 Class B Infrastructure Incentive Grant Program

THIS AGREEMENT, made and entered into on the 20th day of February, 2024, by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (LFUCG)**, an urban county government of the Commonwealth of Kentucky, pursuant to KRS Chapter 67A (hereinafter "Government"), on behalf of its Division of Water Quality, and **MEDIOCRE CREATIVE, LLC, 712 & 714 NORTH LIMESTONE, LEXINGTON, KENTUCKY 40508** (hereinafter "Grantee"), and **NEED NEW BODY, LLC, 904 M^CCLAIN DRIVE, LEXINGTON, KENTUCKY 40505** (hereinafter "Property Owner").

WITNESSETH:

WHEREAS, the Grantee is a documented fee-payer of the Government's Water Quality Management Fee; and

WHEREAS, the Grantee has proposed a need for the funds requested to develop and implement a proposed project by submitting a valid grant application; and

WHEREAS, the Grantee's grant application has been reviewed and selected for funding by the Water Quality Fees Board in accordance with Sections 16-408 and 16-410 of the Government's Code of Ordinances; and

WHEREAS, the Government has funds available through the Stormwater Quality Projects Incentive Grant Program to assist the qualified Grantee in the development and implementation of projects that meet the goals of the program; and

WHEREAS, the Grantee desires to implement a specific project that meets one or more Incentive Grant program goals to improve water quality, reduce stormwater runoff, and provide public or private education related to stormwater quality; and

WHEREAS, any such improvements funded by the Government shall benefit the public through installed improvements and/or educational programming;

THAT FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS HEREIN EXPRESSED, GOVERNMENT AND GRANTEE AGREE AS FOLLOWS:

- (1) The Government hereby grants the Grantee the sum of **\$12,500.00** (hereinafter "the Grant"), for use in implementing the project elements as listed in Attachment A which is incorporated herein by reference as if fully set out herein. The Grantee agrees to cost share the Grant with contributions, labor, and/or other services equal to or greater than 20% of the total project cost.
- (2) The Grantee agrees to use the Grant only for the activities set forth in Attachment A which includes installation of stormwater control infrastructure at the following site location(s): **712 & 714 NORTH LIMESTONE, LEXINGTON, KENTUCKY 40508** currently owned by the Property Owner.
- (3) The Grantee agrees to meet all design standards specified in the Government's Engineering Manuals or as further described in Attachment A in the design of all Grant-funded improvements. This includes all associated activities including but not limited to erosion and

sediment control, traffic control, utility relocations, seeding, etc. The Grantee further agrees to design the facilities in such a way as not to preclude the potential for future water quality / quantity monitoring by LFUCG.

- (4) The Grantee agrees to comply with all applicable local, state, and federal rules, regulations, ordinances, and laws in implementation of the project.
- (5) ~~The Grantee agrees to obtain all necessary local, state, and federal permits, encroachments, permissions, approvals, etc. in a timely manner and prior to start of construction.~~
(N/A to Feasibility Only Grants)
- (6) The Grantee agrees to perform periodic reporting as detailed in Paragraph (7) herein below, and produce a Project Final Report within thirty (30) calendar days of the completion of the project elements in digital and hard copy following a standardized format to be provided by the Government summarizing all work completed and detailing the total grant expenditures. Other deliverables include the following:
 - (a) At the end of the Feasibility Phase (if applicable), the following five deliverables, sealed by a professional licensed to perform such work in accordance with Kentucky Revised Statutes (KRS), shall be provided:
 - Feasibility report evaluating the use of the potential BMP(s) on the proposed site;
 - Conceptual design concept;
 - Detailed cost estimate for design;
 - Conceptual cost estimate for construction;
 - Letter certifying all BMPs proposed for design as viable and feasible for the specific site and application.
 - (b) ~~At the end of the Design Phase or prior to the start of the Construction Phase, the following six deliverables, sealed by a professional licensed to perform such work in accordance with Kentucky Revised Statutes (KRS), shall be provided:~~
 - ~~• Set of all final design calculations;~~
 - ~~• Set of final construction plans, including traffic control, erosion and sediment control, grading plans, etc.;~~
 - ~~• Set of final specifications and bidding documents (if applicable);~~
 - ~~• Final detailed engineer's construction cost estimate including quantities;~~
 - ~~• All required permit submittals and approvals;~~
 - ~~• Inspection, Operation, and Maintenance Plan laying out the plan for regular inspection and maintenance of each proposed facility for design performance and safety in accordance with manufacturer's specifications and the Government's Stormwater Manual.~~
 (N/A to Feasibility Only Grants)
 - (c) ~~At the end of the Construction Phase, the following five deliverables shall be provided:~~
 - ~~• Summary of final construction costs and quantities;~~
 - ~~• Copies of all federal, state, and local permits obtained for the project;~~
 - ~~• Record Drawing showing all field changes, and signed and sealed by the professional of record certifying the project as shown meets all original design intent;~~
 - ~~• Photo documentation of site conditions and improvements before, during, and after construction;~~
 - ~~• Signed Agreement to Maintain Stormwater Control Facilities Funded by an LFUCG Class B Infrastructure Stormwater Quality Projects Incentive Grant.~~
 (N/A to Feasibility Only Grants)
- (7) The Grant to the Grantee shall be disbursed in the following manner:
 - (a) The Grantee shall submit at least once every three (3) months, if not specified otherwise in Attachment A, a Request for Funds to the Government's Grant Manager designated by the Director of the Division of Water Quality for the project. Each Request for Funds shall include documentation that the Grantee has already expended the re-

requested funds or shall be in a position to expend properly the requested funds within thirty (30) days of receipt of the funds. The Request for Funds shall include full accounting of these eligible grant-related expenses, as listed in Attachment A. Copies of invoices, purchase orders, or receipts showing vendor, date, amount, and items purchased or ordered shall be provided with the Request for Funds. For project specific personnel costs and stipends, documentation of all billed hours shall include copies of employee timesheets, hourly payroll rate, and description of work performed for hours billed. Each Request for Funds shall include a minimum of 10% cost share.

- (b) Each Request for Funds shall be accompanied by a Project Status Report describing the progress of the project to date, including a description and schedule of all activities completed, and hardcopy or electronic copies of materials (*e.g.*, calculations, preliminary plans, etc.) completed to date. For educational events (if applicable), copies of the class rosters or sign-in sheets documenting the number of attendees shall be provided.
 - (c) The Government's Grant Manager shall review each Request for Funds and supporting documents for compliance with the terms of this Agreement and the guidelines of the Stormwater Quality Projects Incentive Grant Program. If the Grant Manager finds the Grantee's Request for Funds is in compliance with the terms of this Agreement and the guidelines of the Stormwater Quality Projects Incentive Grant Program and that the activity progress and management program of the Grantee satisfy the terms of the grant award, he or she shall approve the Request for Funds within 15 calendar days of receipt and then forward it to the Division of Accounting for payment.
 - (d) The Government shall release payment of the final 10% of the Grant only after receipt and acceptance of the Project Final Report. The Government's Grant Manager shall review the Project Final Report and provide comments to the Grantee or, if acceptable, forward approval within 15 calendar days of receipt to the Division of Accounting for payment.
 - (e) Should the Government's Incentive Grant Program Administrator determine that the Grantee is not in compliance with the terms of this Agreement and/or the Stormwater Quality Projects Incentive Grant Program, including deficiencies in progress and management of the project, the Division of Water Quality shall notify the Grantee, the Mayor's Office, and the appropriate district Council person, and shall meet with the Grantee on matters that prevent approval of the Request for Funds. Failure to resolve any such matters to the satisfaction of the Government may lead to termination of the Agreement for cause pursuant to Paragraph (21) herein below.
- (8) The Grantee agrees to obtain written approval from the Government's Grant Manager and Program Administrator for any proposed changes to the Project Team or Project Plan as listed in Attachment A prior to implementing the changes. Failure to gain written approval prior to making changes may lead to termination of the Agreement for cause pursuant to Paragraph (21) herein below.
 - (9) The Grantee agrees to complete the project phase(s) (*i.e.*, Feasibility) outlined herein within **15** months from the date of this Agreement. The Grantee shall obtain written approval from the Government's Grant Manager and Program Administrator for any time extensions beyond the schedule. Failure to obtain written approval prior to making changes may lead to termination of the Agreement for cause pursuant to Paragraph (21) herein below.
 - (10) This Agreement may not be modified except by written agreement of the Government and the Grantee.
 - (11) The Grantee understands that the Grant amount shown herein in Paragraph (1) is a not-to-exceed amount, and any additional funding needed to complete the project elements listed in Attachment A is the responsibility of the Grantee. If it becomes apparent to the Grantee or the Government that the Grantee will be unable to complete the project either in the manner or for the amount described in this Agreement, then the Grantee must immediately

notify the Government's Grant Manager and Program Administrator by providing a complete and detailed written explanation of its inability to comply with the terms of the Agreement. The Grantee must further provide the Government's Grant Manager and Program Administrator with a complete and detailed written explanation of any proposed changes, and the reasons for those changes.

- (12) The Grantee asserts that it is in full compliance with all applicable provisions of the Lexington-Fayette Urban County Government's Code of Ordinances Chapter 5 – Buildings and Building Regulations, Chapter 7 – Finance and Taxation, Chapter 12 – Housing, and Chapter 16 – Sewage, Garbage, Refuse, and Weeds, or in compliance with Kentucky Department of Housing Buildings and Construction rules and requirements as is appropriate for those state institutions, parcels, or buildings which are subject to state regulations and oversight as opposed to local ordinances and regulations. If the Grantee becomes out of compliance with any of these provisions, it will notify the Government's Grant Manager and Program Administrator immediately. Failure to notify the Government and resolve any such matters to the satisfaction of the Government may lead to termination of the Agreement for cause pursuant to Paragraph (21) herein below.
- (13) ~~The Grantee agrees to allow the Government access to its property to perform monitoring of the project elements for compliance with this Agreement, as provided in the "Agreement to Maintain Stormwater Control Facilities Funded by an LFUCG Class B Infrastructure Stormwater Quality Projects Incentive Grant" (Attachment B).~~
(N/A to Feasibility Only Grants)
- (14) In any advertisement of the project funded by the Grant, whether written or oral communications, the Grantee agrees to identify the Lexington-Fayette Urban County Government as the source of the above referenced funds; the Grantee shall not specifically identify any individual or elected official as being responsible for the funds donated by the Government.
- (15) The Grantee agrees to allow the Government to publicize the Grantee's project through the Government's website and other media.
- (16) The Grantee agrees to reference the Lexington-Fayette Urban County Government's Water Quality Management Fee and the Stormwater Quality Projects Incentive Grant Program as a source of funding for the project on any permanent signage or educational brochures, presentations, websites, etc. produced using grant monies.
- (17) ~~The Grantee agrees that the Government is authorized to erect and maintain permanent signage at the location of any permanent capital infrastructure, referencing the Water Quality Management Fee and the Stormwater Quality Projects Incentive Grant Program as a source of funding for such permanent capital infrastructure. In the event that permanent signage is installed by the Government, such signage shall not be removed except upon written approval by the Government. Provided, however, that nothing herein shall require the installation of signage by the Government nor prohibit the Government from removing any signage so installed.~~
(N/A to Feasibility Only Grants)
- (18) ~~The Grantee and Property Owner agree that all stormwater control facilities, including equipment and infrastructure, constructed and funded by a Construction Grant through the Stormwater Quality Projects Incentive Grant Program shall remain in service and maintained by the Grantee or its representatives following the Inspection, Operation, and Maintenance Plan developed for each facility referenced in (6b) above. The Property Owner further accepts and agrees to enter into the "Agreement to Maintain Stormwater Control Facilities Funded by an LFUCG Class B Infrastructure Stormwater Quality Projects Incentive Grant" attached hereto as Attachment B and which is incorporated herein by reference as if fully set out herein.~~
(N/A to Feasibility Only Grants)

- (19) ~~The Grantee and Property Owner agree that all stormwater control facilities, including equipment and infrastructure, constructed and funded by this Grant shall remain the property of the current Property Owner, or his successors and assigns, unless otherwise specified in Attachments A and B.~~
(N/A to Feasibility Only Grants)
- (20) ~~The Grantee and Property Owner understand that if any of the Grant funded facilities not owned by the Government are removed from service, the property owner of record at the time of removal shall be liable to reimburse the Government for 100% of the Remaining Value of the facility or portion removed, based upon the depreciation schedule provided in Attachment B.~~
(N/A to Feasibility Only Grants)
- (21) If, through any cause, the Grantee or Property Owner shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if the Grantee or Property Owner shall violate any of the covenants, agreements, or stipulations of this Agreement, the Government shall provide the Grantee or Property Owner thirty (30) calendar days to address the deficiency or violation. If the Grantee or Property Owner does not, after the thirty (30) days, come into compliance with this Agreement, the Government shall thereupon have the right to terminate this Agreement by giving written notice to the Grantee of such termination and specifying the effective date thereof, at least five (5) calendar days before the effective date of such termination. In that event, all finished or unfinished documents, receipts, and reports prepared by the Grantee shall, at the option of the Government, become its property and the Grantee shall immediately repay to the Government all monies received pursuant to this Agreement less any amount representing just and equitable compensation for the Government's share of any satisfactory work completed pursuant to the Agreement; provided, however, that for any project involving the construction of capital infrastructure, other than feasibility only projects, the Government's share of any satisfactory work completed shall not include feasibility or design costs.
- (22) The Grantee shall provide equal opportunity in employment as required by applicable federal, state, and local laws, regulations, and ordinances.
- (23) The Grantee is solely responsible for assuring that adequate and appropriate insurance or other necessary coverage is maintained during the term of this Agreement.
- (24) The Grantee's sole remedy for a breach of this Agreement by the Government shall be limited to the amount of the Grant.
- (25) The Government assumes no responsibility whatsoever in the Grantee's project activities. Grantee and Property Owner shall, to the extent allowed by law, defend, indemnify, and hold harmless Government from and against all liability, claims, losses, actions, costs, expenses, obligations, fines, and assessments of whatever kind, including defense costs and attorney's fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, in whole or in part, from or by Grantee's or Property Owner's or its contractor(s), agents, or assigns, negligent acts or misconduct, or errors or omissions, in connection with the activities carried out pursuant to this Agreement, the Grant award, or the Stormwater Quality Projects Incentive Grant Program.

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

LEXINGTON-FAYETTE URBAN COUNTY
GOVERNMENT

BY: *Linda Gorton*
LINDA GORTON, MAYOR

ATTEST:

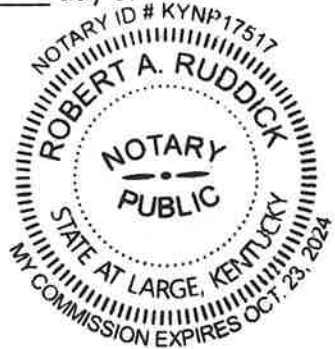
MacKenzie Gack
Deputy CLERK, URBAN COUNTY COUNCIL

GRANTEE ORGANIZATION: **MEDIOCRE CREATIVE, LLC**
712 & 714 NORTH LIMESTONE
LEXINGTON, KENTUCKY 40508

BY: *[Signature]*
NAME: SHAWN SMYKE
TITLE: Owner

The foregoing Agreement was subscribed, sworn to and acknowledged before me by *Shawn Smyke*, as the duly authorized representative for and on behalf of Mediocre Creative, LLC, on this the 5th day of January, 2024.
My commission expires: October 23, 2024.

Robert A. Ruddick
NOTARY PUBLIC

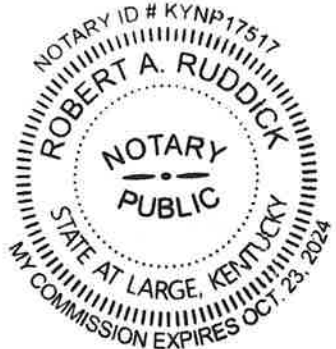


PROPERTY OWNER: **NEED NEW BODY, LLC**
904 M^CCLAIN DRIVE
LEXINGTON, KENTUCKY 40505

BY: *[Signature]*
NAME: SHAWN SMYKE
TITLE: Owner

The foregoing Agreement was subscribed, sworn to and acknowledged before me by *Shawn Smyke*, as the duly authorized representative for and on behalf of Need New Body, LLC, on this the 5th day of January, 2024.
My commission expires: October 23, 2024.

Robert A. Ruddick
NOTARY PUBLIC




ATTACHMENT A
to the GRANT AWARD AGREEMENT
between Lexington-Fayette Urban County Government (LFUCG) and
Mediocre Creative, LLC

GRANT PROGRAM

2024 Stormwater Quality Projects Incentive Grant Program
Class B Infrastructure Projects


- Funded through the LFUCG Water Quality Management Fee
- Administered by the LFUCG Division of Water Quality in the Department of Environmental Quality & Public Works
- Feasibility Only Grant

PROJECT TEAM AND CONTACT INFORMATION

Grantee Organization: Mediocre Creative, LLC 
 712 & 714 North Limestone
 Lexington, KY 40508
 KY Organization #0930002

Primary Project Contact: Sarah Brown
 859-227-2432 (phone)
 sarah@mediocrecreative.com (email)

Project Manager: Eric Dawalt, P.E.
 859-806-1089 (phone)
 edawaltrw@gmail.com (email)

Project Site Location & Property Owner: Need New Body, LLC 
 712 & 714 North Limestone
 Lexington, KY 40508
 PVA #12699900

Design Consultant(s): Ridgewater, LLC
 2968 M^cClure Road
 Winchester, KY 40392
 859-806-1089 (phone)
 Eric Dawalt, P.E. (Engineer of Record)
 edawaltrw@gmail.com (email)

PROJECT PLAN ELEMENTS

The overall purpose of the Stormwater Best Management Practices (BMPs) Feasibility Study is to identify, evaluate, and select Best Management Practices (BMPs) capable of reducing the impact of pollutant loading and flooding at 712 & 714 North Limestone Streets. The study will identify potential projects to benefit the immediate areas of True Alley and North Limestone and the downstream Cane Run Watershed and to improve water quality and quantity through potential rainwater retention systems, removal of impervious parking areas, and additional tree canopy.

1) EVALUATE THE APPLICABILITY OF GENERAL STORMWATER BMPS AT SITE LOCATION INCLUDING:

- A. Preliminary Design: The feasibility study will identify the highest priority Best Management Practices for this site.
- B. Stormwater Quality and Quantity Improvements – The feasibility study will evaluate retaining rainwater on the property for graywater usage through a cistern on 712 North Limestone; retrofit parking areas impervious surface with pervious material; increase native plant and tree coverage for 712 & 714 North Limestone maximizing surface area available with greenspace; and reduce the impact of flooding on a pedestrian walkway, providing a proper walking area along True Alley and 712 North Limestone.

- C. Educational Outreach – The feasibility of educational outreach programs (e.g. digital content for education onsite demonstrations for Seedleaf programming; digital content on native planting, maximizing urban greenspace, and rainwater harvesting, etc.) will be evaluated.

2) FINAL FEASIBILITY REPORT

The results of the Feasibility Study will be presented in a final report that will include:

- a) A list of BMPs that are determined to be effective and suitable for installation at the property listed on Page 1 under "Project Site Location(s) & Property Owner(s)." They will be prioritized for implementation according to input from project collaborators, at a minimum.
- b) A Stormwater BMP Master Plan of the Feasibility Study will show proposed BMP locations, the area draining to all proposed BMPs that will be treated, and the discharge locations.
- c) The estimated pollutant removal effectiveness of all BMPs.
- d) Letter certifying all BMPs proposed for design are viable and feasible for the specific site and application.
- e) Design and construction cost estimates.
- f) Special design and construction conditions such as necessary permits, etc.; and land acquisition costs.
- g) A summary of the educational outreach programs that were evaluated.

REPORTING REQUIREMENTS

In addition to the reporting requirements outlined in the Grant Award Agreement, the following special items are noted for this project:

- 1) Grantor shall be provided a minimum of three (3) hard copies of the Final Feasibility Report along with one (1) digital copy.
- 2) LFUCG shall make final payment of the 10% retainer after acceptance of the Project Final Report.
- 3) All attachments to Request for Funds & Project Status Reports shall reference the associated line Table 2 - Eligible Expenses.

PERMANENT FACILITIES / INFRASTRUCTURE

Does not apply to this grant. Attachment B is not required for this Agreement.

EQUIPMENT

Any equipment purchased with the Grant shall remain the property of the Organization.

ADDITIONAL GRANT STIPULATIONS

Note the following additional stipulations related to this project:

1. Applicant shall obtain written approval/agreement prior to work being done on properties not owned by the Applicant.
2. Both electronic and hard copies of all materials are to be provided to LFUCG, for its use, as part of the grant deliverables.
3. Organization proposes a larger cost share beyond that required by the grant program. Budget shall reflect the 21.9% cost share offered in the application (approximately \$3,500.00).

GRANT PERIOD & PROJECT SCHEDULE

The grant period starts on the date of execution by the Mayor and extends for the time period as listed in the Grant Award Agreement. Any time extensions must be approved in writing by the LFUCG Grant Manager. The project schedule shown in Table 1 is preliminary. Proposed changes to the project which alter this schedule significantly shall be discussed with the LFUCG Grant Manager prior to implementation.

TABLE 1 – PRELIMINARY PROJECT SCHEDULE

Activity	Anticipated Date(s)
Approval Grant Award Agreement and Notice to Proceed (NTP)	NTP (anticipated February 2024)
BMP evaluation	March - April 2024
Prepare Final BMP recommendations and cost estimates	May June 2024
Prepare Final BMP Feasibility Study	June 2024
Provide Final Report to LFUCG	July – August 2024

PROJECT BUDGET – GRANT ELIGIBLE EXPENSES

The project budget is broken into the following components:

<u>Feasibility Study</u>	Total Grant Share	\$ 12,500.00 (not-to-exceed)
	Proposed Cost Share to be provided	\$ 3,500.00
	Est. Total Project Cost	\$ 16,000.00

Table 2 lists the eligible expenses for this project. Only properly invoiced items shall be reimbursed with grant monies or counted toward the Organization’s cost share.

Any work performed on this project prior to grant award by the Urban County Council and Notice to Proceed from the LFUCG Grant Administrator is NOT an eligible expense and shall not be reimbursed or counted toward the cost share.

The Grant is a not-to-exceed amount, and any cost overruns are the responsibility of the Grantee. Note that the Grant shall not be used to fund any project element that is required by local, state, or federal regulation in relation to any new development or redevelopment associated with the stormwater quality improvement project as described herein. Donated professional service hours shall be valued at the Median Hourly Wage for the service provided as published by the U.S. Department of Labor, Bureau of Labor Statistics, State Occupational Employment and Wage Estimates for Kentucky (current website: http://www.bls.gov/oes/current/oes_ky.htm).

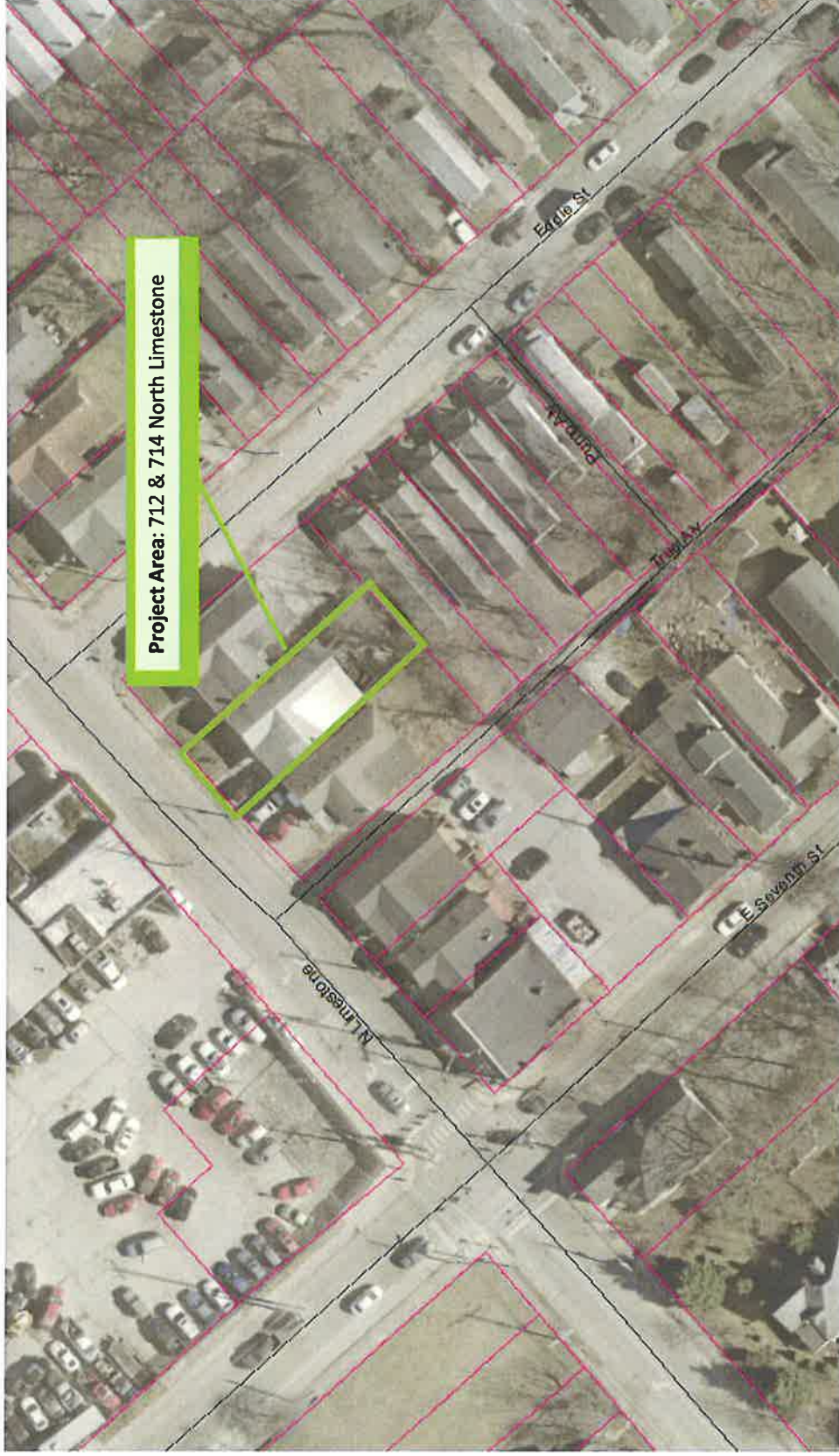
TABLE 2 – ELIGIBLE EXPENSES

	Type of Expense	Participants	Item	Unit Price		Quantity	Funded by Organization	Funded by Grant	Total Expense
1	Construction Costs								
2	Feasibility Study	Various	Consultant - Feasibility Study	\$ 10,000.00	Lump Sum	1.0	\$ 3,500.00	\$ 6,500.00	\$ 10,000.00
3	Feasibility Study	Various	Consultant - Conceptual Design	\$ 6,000.00	Lump Sum	1.0	\$ -	\$ 6,000.00	\$ 6,000.00
4									
5				TOTAL PROJECT BUDGET:			\$ 3,500.00	\$ 12,500.00	\$ 16,000.00
6							ORGANIZATION	GRANT	
7							SHARE	SHARE	
8							21.9%	78.1%	
				*COST SHARE % =		21.88%	OK		

FIGURE 1 – MAP OF PROJECT AREA (FROM ARCREADER)



Stormwater Quality Projects Incentive Grant Program



Mediocre Creative, LLC



Lexington-Fayette Urban County Government Master

200 E. Main St
Lexington, KY 40507

File Number: 0087-24

File ID: 0087-24

Type: Resolution

Status: Approved

Version: 1

Contract #: 024-2024

In Control: Urban County
Council

File Created: 01/18/2024

File Name: Bread and Roses LLC Incentive Grant

Final Action: 02/15/2024

Title: A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute an Agreement awarding a Class B (Infrastructure) Incentive Grant to Bread and Roses, LLC, for a feasibility study for a Stormwater Quality Project, at a cost not to exceed \$31,850. [Div. of Water Quality, Martin]

Notes: In office 1/23/2024. MS

Stamped and filed in the CCO. Returned to Denice Bullock 2/16/2024. MS

Sponsors:

Enactment Date: 02/15/2024

Attachments: BlueSheet, FY 2024 Bread and Roses, LLC_Class B
Infra - Council map, FY24 Class BI Bread and Roses
LLC GAA ATTACHMENT A_Granttee Signed,
0087-24- Bread and Roses WQ Grant
4869-0555-8945 v.1.docx, R-055-2024, Contract
#024-2024

Enactment Number: R-055-2024

Deed #:

Hearing Date:

Drafter: Christina King

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	01/30/2024	Approved and Referred to Docket	Urban County Council	02/01/2024		Pass
1	Urban County Council	02/01/2024	Received First Reading	Urban County Council	02/15/2024		
1	Urban County Council	02/15/2024	Approved				Pass

Text of Legislative File 0087-24

Title

A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute an Agreement awarding a Class B (Infrastructure) Incentive Grant to Bread and Roses, LLC, for a feasibility study for a Stormwater Quality Project, at a cost not to exceed \$31,850.

[Div. of Water Quality, Martin]

Summary

Authorization to approve an FY 2024 (Class B Infrastructure) Stormwater Quality Projects Incentive Grant for Bread and Roses, LLC, to conduct a feasibility to evaluate the opportunities to integrate stormwater management into a parking lot retrofit, in the amount of \$31,850.00. Funds are Budgeted. (L0087-24) (Martin/Albright)

Budgetary Implications [select]: Yes

Advance Document Review:

Law: Yes, Completed by Evan Thompson 01/18/2024

Risk Management: No

Fully Budgeted [select]: Yes

Account Number: 4052-303204-3373-78112

This Fiscal Year Impact: \$31,850.00

Annual Impact: \$31,850.00

Project: WQINCENTIVE_24


Activity: WQ_GRANT

Budget Reference:

Current Balance: \$1,661,626.20



TO: Mayor Linda Gorton
Urban County Council

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

DATE: January 16, 2024

SUBJECT: Recommendation for an FY24 (Class B Infrastructure) Stormwater Quality Projects
Incentive Grant for Bread and Roses, LLC.

Request

The purpose of this memorandum is to request approval of an FY24 (Class B Infrastructure) Stormwater Quality Projects Incentive Grant for Bread and Roses, LLC in the amount of \$31,850.00.

Purpose of Request

Grant funds will be used for a Feasibility study to evaluate the opportunities to integrate stormwater management into a parking lot retrofit that addresses pedestrian connectivity, removes impervious surfaces, plants native vegetation, and tree canopy. The project also includes stormwater education (organization to host a workshop with Trees Lexington to discuss the importance of the Stormwater Quality Projects Incentive Grant Program and the addition of tree canopy to its scoring matrices).

Project Cost in FY24 and in Future Budget Years

The grant has been approved for FY 2024 funding by the Water Quality Fees Board in the amount of \$31,850.00.

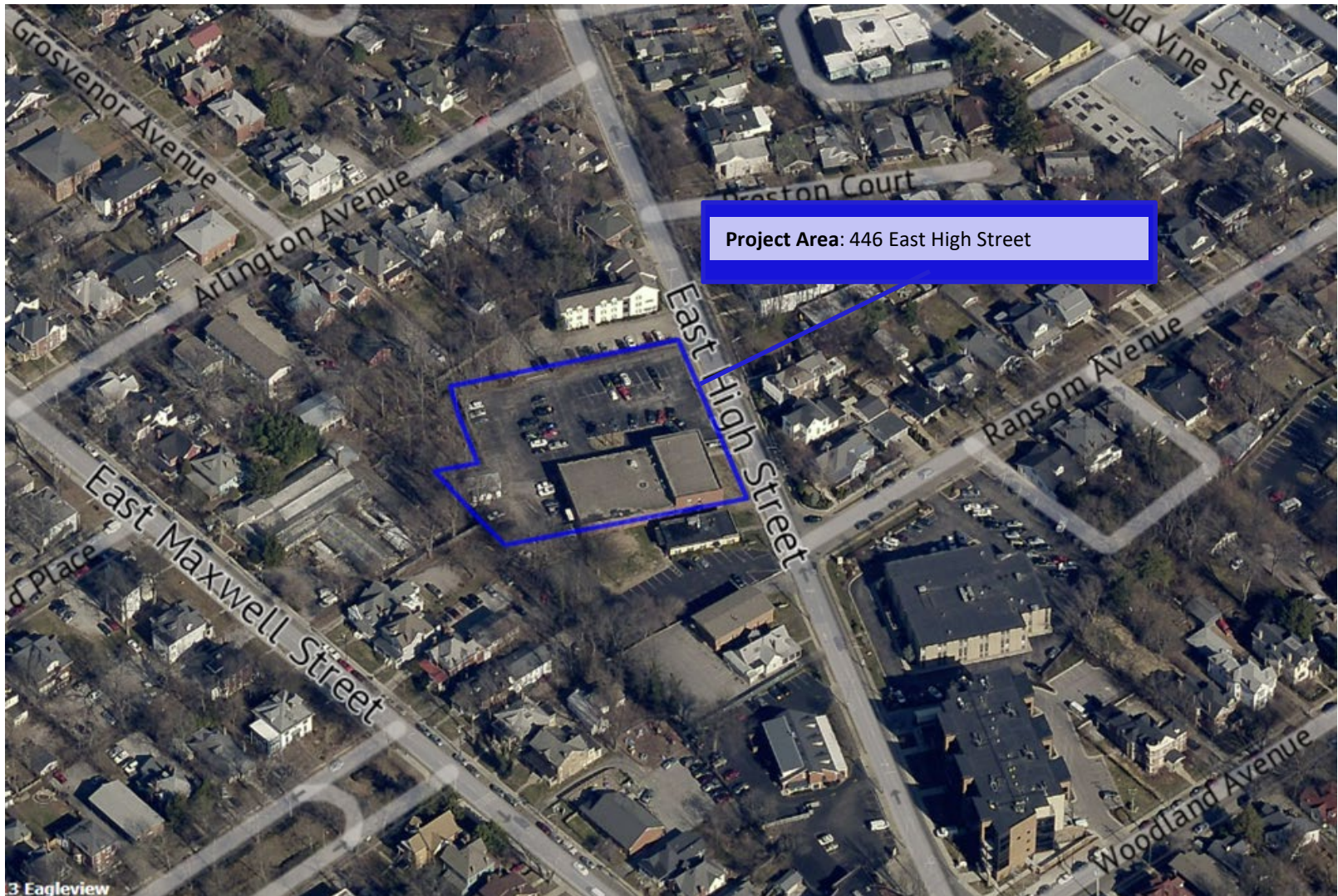
Are Funds Budgeted

Funds are budgeted in: 4052 – 303204 – 3373 – 78112 – WQINCENTIVE_24 – WQ_GRANT

Martin/Albright



Stormwater Quality Projects Incentive Grant Program



Bread and Roses, LLC

GRANT AWARD AGREEMENT

Fiscal Year 2024 Class B Infrastructure Incentive Grant Program

THIS AGREEMENT, made and entered into on the _____ day of _____, 20____, by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (LFUCG)**, an urban county government of the Commonwealth of Kentucky, pursuant to KRS Chapter 67A (hereinafter "Government"), on behalf of its Division of Water Quality, and **BREAD AND ROSES, LLC, 417 E MAXWELL STREET, LEXINGTON, KENTUCKY 40508** (hereinafter "Grantee" and "Property Owner").

WITNESSETH:

WHEREAS, the Grantee is a documented fee-payer of the Government's Water Quality Management Fee; and

WHEREAS, the Grantee has proposed a need for the funds requested to develop and implement a proposed project by submitting a valid grant application; and

WHEREAS, the Grantee's grant application has been reviewed and selected for funding by the Water Quality Fees Board in accordance with Sections 16-408 and 16-410 of the Government's Code of Ordinances; and

WHEREAS, the Government has funds available through the Stormwater Quality Projects Incentive Grant Program to assist the qualified Grantee in the development and implementation of projects that meet the goals of the program; and

WHEREAS, the Grantee desires to implement a specific project that meets one or more Incentive Grant program goals to improve water quality, reduce stormwater runoff, and provide public or private education related to stormwater quality; and

WHEREAS, any such improvements funded by the Government shall benefit the public through installed improvements and/or educational programming;

THAT FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS HEREIN EXPRESSED, GOVERNMENT AND GRANTEE AGREE AS FOLLOWS:

- (1) The Government hereby grants the Grantee the sum of **\$31,850.00** (hereinafter "the Grant"), for use in implementing the project elements as listed in Attachment A which is incorporated herein by reference as if fully set out herein. The Grantee agrees to cost share the Grant with contributions, labor, and/or other services equal to or greater than 20% of the total project cost.
- (2) The Grantee agrees to use the Grant only for the activities set forth in Attachment A which includes installation of stormwater control infrastructure at the following site location(s): **446 EAST HIGH STREET, LEXINGTON, KENTUCKY 40508** currently owned by the Property Owner.
- (3) The Grantee agrees to meet all design standards specified in the Government's Engineering Manuals or as further described in Attachment A in the design of all Grant-funded improvements. This includes all associated activities including but not limited to erosion and sediment control, traffic control, utility relocations, seeding, etc. The Grantee further agrees to design the facilities in such a way as not to preclude the potential for future water quality / quantity monitoring by LFUCG.

- (4) The Grantee agrees to comply with all applicable local, state, and federal rules, regulations, ordinances, and laws in implementation of the project.
- (5) ~~The Grantee agrees to obtain all necessary local, state, and federal permits, encroachments, permissions, approvals, etc. in a timely manner and prior to start of construction.~~
(N/A to Feasibility Only Grants)
- (6) The Grantee agrees to perform periodic reporting as detailed in Paragraph (7) herein below, and produce a Project Final Report within thirty (30) calendar days of the completion of the project elements in digital and hard copy following a standardized format to be provided by the Government summarizing all work completed and detailing the total grant expenditures. Other deliverables include the following:
 - (a) At the end of the Feasibility Phase (if applicable), the following five deliverables, sealed by a professional licensed to perform such work in accordance with Kentucky Revised Statutes (KRS), shall be provided:
 - Feasibility report evaluating the use of the potential BMP(s) on the proposed site;
 - Conceptual design concept;
 - Detailed cost estimate for design;
 - Conceptual cost estimate for construction;
 - Letter certifying all BMPs proposed for design as viable and feasible for the specific site and application.
 - (b) ~~At the end of the Design Phase or prior to the start of the Construction Phase, the following six deliverables, sealed by a professional licensed to perform such work in accordance with Kentucky Revised Statutes (KRS), shall be provided:~~
 - ~~• Set of all final design calculations;~~
 - ~~• Set of final construction plans, including traffic control, erosion and sediment control, grading plans, etc.;~~
 - ~~• Set of final specifications and bidding documents (if applicable);~~
 - ~~• Final detailed engineer's construction cost estimate including quantities;~~
 - ~~• All required permit submittals and approvals;~~
 - ~~• Inspection, Operation, and Maintenance Plan laying out the plan for regular inspection and maintenance of each proposed facility for design performance and safety in accordance with manufacturer's specifications and the Government's Stormwater Manual.~~
 (N/A to Feasibility Only Grants)
 - (c) ~~At the end of the Construction Phase, the following five deliverables shall be provided:~~
 - ~~• Summary of final construction costs and quantities;~~
 - ~~• Copies of all federal, state, and local permits obtained for the project;~~
 - ~~• Record Drawing showing all field changes, and signed and sealed by the professional of record certifying the project as shown meets all original design intent;~~
 - ~~• Photo documentation of site conditions and improvements before, during, and after construction;~~
 - ~~• Signed Agreement to Maintain Stormwater Control Facilities Funded by an LFUCG Class B Infrastructure Stormwater Quality Projects Incentive Grant.~~
 (N/A to Feasibility Only Grants)
- (7) The Grant to the Grantee shall be disbursed in the following manner:
 - (a) The Grantee shall submit at least once every three (3) months, if not specified otherwise in Attachment A, a Request for Funds to the Government's Grant Manager designated by the Director of the Division of Water Quality for the project. Each Request for Funds shall include documentation that the Grantee has already expended the requested funds or shall be in a position to expend properly the requested funds within thirty (30) days of receipt of the funds. The Request for Funds shall include full accounting of these eligible grant-related expenses, as listed in Attachment A. Copies of invoices, purchase orders, or receipts showing vendor, date, amount, and items pur-

chased or ordered shall be provided with the Request for Funds. For project specific personnel costs and stipends, documentation of all billed hours shall include copies of employee timesheets, hourly payroll rate, and description of work performed for hours billed. Each Request for Funds shall include a minimum of 10% cost share.

- (b) Each Request for Funds shall be accompanied by a Project Status Report describing the progress of the project to date, including a description and schedule of all activities completed, and hardcopy or electronic copies of materials (e.g., calculations, preliminary plans, etc.) completed to date. For educational events (if applicable), copies of the class rosters or sign-in sheets documenting the number of attendees shall be provided.
 - (c) The Government's Grant Manager shall review each Request for Funds and supporting documents for compliance with the terms of this Agreement and the guidelines of the Stormwater Quality Projects Incentive Grant Program. If the Grant Manager finds the Grantee's Request for Funds is in compliance with the terms of this Agreement and the guidelines of the Stormwater Quality Projects Incentive Grant Program and that the activity progress and management program of the Grantee satisfy the terms of the grant award, he or she shall approve the Request for Funds within 15 calendar days of receipt and then forward it to the Division of Accounting for payment.
 - (d) The Government shall release payment of the final 10% of the Grant only after receipt and acceptance of the Project Final Report. The Government's Grant Manager shall review the Project Final Report and provide comments to the Grantee or, if acceptable, forward approval within 15 calendar days of receipt to the Division of Accounting for payment.
 - (e) Should the Government's Incentive Grant Program Administrator determine that the Grantee is not in compliance with the terms of this Agreement and/or the Stormwater Quality Projects Incentive Grant Program, including deficiencies in progress and management of the project, the Division of Water Quality shall notify the Grantee, the Mayor's Office, and the appropriate district Council person, and shall meet with the Grantee on matters that prevent approval of the Request for Funds. Failure to resolve any such matters to the satisfaction of the Government may lead to termination of the Agreement for cause pursuant to Paragraph (21) herein below.
- (8) The Grantee agrees to obtain written approval from the Government's Grant Manager and Program Administrator for any proposed changes to the Project Team or Project Plan as listed in Attachment A prior to implementing the changes. Failure to gain written approval prior to making changes may lead to termination of the Agreement for cause pursuant to Paragraph (21) herein below.
 - (9) The Grantee agrees to complete the project phase(s) (i.e., Feasibility) outlined herein within 15 months from the date of this Agreement. The Grantee shall obtain written approval from the Government's Grant Manager and Program Administrator for any time extensions beyond the schedule. Failure to obtain written approval prior to making changes may lead to termination of the Agreement for cause pursuant to Paragraph (21) herein below.
 - (10) This Agreement may not be modified except by written agreement of the Government and the Grantee.
 - (11) The Grantee understands that the Grant amount shown herein in Paragraph (1) is a not-to-exceed amount, and any additional funding needed to complete the project elements listed in Attachment A is the responsibility of the Grantee. If it becomes apparent to the Grantee or the Government that the Grantee will be unable to complete the project either in the manner or for the amount described in this Agreement, then the Grantee must immediately notify the Government's Grant Manager and Program Administrator by providing a complete and detailed written explanation of its inability to comply with the terms of the Agreement. The Grantee must further provide the Government's Grant Manager and

Program Administrator with a complete and detailed written explanation of any proposed changes, and the reasons for those changes.

- (12) The Grantee asserts that it is in full compliance with all applicable provisions of the Lexington-Fayette Urban County Government's Code of Ordinances Chapter 5 – Buildings and Building Regulations, Chapter 7 – Finance and Taxation, Chapter 12 – Housing, and Chapter 16 – Sewage, Garbage, Refuse, and Weeds, or in compliance with Kentucky Department of Housing Buildings and Construction rules and requirements as is appropriate for those state institutions, parcels, or buildings which are subject to state regulations and oversight as opposed to local ordinances and regulations. If the Grantee becomes out of compliance with any of these provisions, it will notify the Government's Grant Manager and Program Administrator immediately. Failure to notify the Government and resolve any such matters to the satisfaction of the Government may lead to termination of the Agreement for cause pursuant to Paragraph (21) herein below.
- (13) ~~The Grantee agrees to allow the Government access to its property to perform monitoring of the project elements for compliance with this Agreement, as provided in the "Agreement to Maintain Stormwater Control Facilities Funded by an LFUCG Class B Infrastructure Stormwater Quality Projects Incentive Grant" (Attachment B).~~
(N/A to Feasibility Only Grants)
- (14) In any advertisement of the project funded by the Grant, whether written or oral communications, the Grantee agrees to identify the Lexington-Fayette Urban County Government as the source of the above referenced funds; the Grantee shall not specifically identify any individual or elected official as being responsible for the funds donated by the Government.
- (15) The Grantee agrees to allow the Government to publicize the Grantee's project through the Government's website and other media.
- (16) The Grantee agrees to reference the Lexington-Fayette Urban County Government's Water Quality Management Fee and the Stormwater Quality Projects Incentive Grant Program as a source of funding for the project on any permanent signage or educational brochures, presentations, websites, etc. produced using grant monies.
- (17) ~~The Grantee agrees that the Government is authorized to erect and maintain permanent signage at the location of any permanent capital infrastructure, referencing the Water Quality Management Fee and the Stormwater Quality Projects Incentive Grant Program as a source of funding for such permanent capital infrastructure. In the event that permanent signage is installed by the Government, such signage shall not be removed except upon written approval by the Government. Provided, however, that nothing herein shall require the installation of signage by the Government nor prohibit the Government from removing any signage so installed.~~
(N/A to Feasibility Only Grants)
- (18) ~~The Grantee and Property Owner agree that all stormwater control facilities, including equipment and infrastructure, constructed and funded by a Construction Grant through the Stormwater Quality Projects Incentive Grant Program shall remain in service and maintained by the Grantee or its representatives following the Inspection, Operation, and Maintenance Plan developed for each facility referenced in (6b) above. The Property Owner further accepts and agrees to enter into the "Agreement to Maintain Stormwater Control Facilities Funded by an LFUCG Class B Infrastructure Stormwater Quality Projects Incentive Grant" attached hereto as Attachment B and which is incorporated herein by reference as if fully set out herein.~~
(N/A to Feasibility Only Grants)
- (19) ~~The Grantee and Property Owner agree that all stormwater control facilities, including equipment and infrastructure, constructed and funded by this Grant shall remain the property of the current Property Owner, or his successors and assigns, unless otherwise specified in Attachments A and B.~~
(N/A to Feasibility Only Grants)

- (20) ~~The Grantee and Property Owner understand that if any of the Grant funded facilities not owned by the Government are removed from service, the property owner of record at the time of removal shall be liable to reimburse the Government for 100% of the Remaining Value of the facility or portion removed, based upon the depreciation schedule provided in Attachment B.~~
(N/A to Feasibility Only Grants)
- (21) If, through any cause, the Grantee or Property Owner shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if the Grantee or Property Owner shall violate any of the covenants, agreements, or stipulations of this Agreement, the Government shall provide the Grantee or Property Owner thirty (30) calendar days to address the deficiency or violation. If the Grantee or Property Owner does not, after the thirty (30) days, come into compliance with this Agreement, the Government shall thereupon have the right to terminate this Agreement by giving written notice to the Grantee of such termination and specifying the effective date thereof, at least five (5) calendar days before the effective date of such termination. In that event, all finished or unfinished documents, receipts, and reports prepared by the Grantee shall, at the option of the Government, become its property and the Grantee shall immediately repay to the Government all monies received pursuant to this Agreement less any amount representing just and equitable compensation for the Government's share of any satisfactory work completed pursuant to the Agreement; provided, however, that for any project involving the construction of capital infrastructure, other than feasibility only projects, the Government's share of any satisfactory work completed shall not include feasibility or design costs.
- (22) The Grantee shall provide equal opportunity in employment as required by applicable federal, state, and local laws, regulations, and ordinances.
- (23) The Grantee is solely responsible for assuring that adequate and appropriate insurance or other necessary coverage is maintained during the term of this Agreement.
- (24) The Grantee's sole remedy for a breach of this Agreement by the Government shall be limited to the amount of the Grant.
- (25) The Government assumes no responsibility whatsoever in the Grantee's project activities. Grantee and Property Owner shall, to the extent allowed by law, defend, indemnify, and hold harmless Government from and against all liability, claims, losses, actions, costs, expenses, obligations, fines, and assessments of whatever kind, including defense costs and attorney's fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, in whole or in part, from or by Grantee's or Property Owner's or its contractor(s), agents, or assigns, negligent acts or misconduct, or errors or omissions, in connection with the activities carried out pursuant to this Agreement, the Grant award, or the Stormwater Quality Projects Incentive Grant Program.

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

LEXINGTON-FAYETTE URBAN COUNTY
GOVERNMENT

BY: _____
LINDA GORTON, MAYOR

ATTEST:

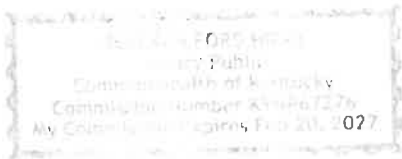
CLERK, URBAN COUNTY COUNCIL

GRANTEE ORGANIZATION & PROPERTY OWNER: BREAD AND ROSES, LLC
417 E MAXWELL STREET
LEXINGTON, KENTUCKY 40508

BY: Robin Michler
NAME: Robin Michler
TITLE: Managing Member

The foregoing Agreement was subscribed, sworn to and acknowledged before me by Robin Michler, as the duly authorized representative for and on behalf of Bread and Roses, LLC, on this the 8th day of January, 2024.
My commission expires: 2/20/2027.

Rebekah Ann
NOTARY PUBLIC



ATTACHMENT A
to the GRANT AWARD AGREEMENT
between Lexington-Fayette Urban County Government (LFUCG) and
Bread and Roses, LLC


GRANT PROGRAM

2024 Stormwater Quality Projects Incentive Grant Program
Class B Infrastructure Projects

- Funded through the LFUCG Water Quality Management Fee
- Administered by the LFUCG Division of Water Quality in the Department of Environmental Quality & Public Works
- Feasibility Only Grant

PROJECT TEAM AND CONTACT INFORMATION

Grantee Organization & Property Owner(s): Bread and Roses, LLC
417 East Maxwell Street
Lexington, KY 40508
KY Organization #1192207

Primary Project Contact: Robin Michler 
859-396-9319 (phone)
robin@michlers.com (email)

Secondary Project Contact: Penina Goldstein
859-553-7709 (phone)
peninashoshan@gmail.com (email)

Project Manager: Erin Masterson, PLA
859-422-1960 (phone)
erin.masterson@greshamsmith.com (email)

Project Site Location(s): 446 East High Street
Lexington, KY 40508
PVA #12105684

Design Engineering Firm: Gresham Smith
100 W Main Street, Suite 350
Lexington, KY 40507
859-422-1960 (phone)
Erin Masterson, PLA, Professional Landscape Architect
erin.masterson@greshamsmith.com (email)

PROJECT PLAN ELEMENTS

The overall purpose of the Stormwater Best Management Practices (BMPs) Feasibility Study is to identify, evaluate, and select Best Management Practices (BMPs) for the property located at 446 East High Street.

1) EVALUATE THE APPLICABILITY OF GENERAL STORMWATER BMPS AT SITE LOCATION INCLUDING:

- A. Stormwater Management - The feasibility study will evaluate the opportunities to integrate stormwater management into a parking lot retrofit to have an action plan for the next steps in implementing a parking lot retrofit that addresses pedestrian connectivity, removes impervious surfaces, plants native vegetation, and tree canopy.
- B. Educational Signage – The feasibility study will evaluate and explore future permanent signage opportunities to showcase the stormwater improvements developed and implemented for the project.
- C. Trees Lexington - The feasibility study will evaluate hosting a workshop that focuses on stormwater incentive grant opportunities as they relate to the tree canopy.

2) FINAL FEASIBILITY REPORT

The results of the Feasibility Study will be presented in a final report that will include:

- a) A list of BMPs that are determined to be effective and suitable for installation at the property listed on Page 1 under "Project Site Location(s) & Property Owner(s)." They will be prioritized for implementation according to input from project collaborators, at a minimum.
- b) A Stormwater BMP Master Plan of the Feasibility Study will show proposed BMP locations, the area draining to all proposed BMPs that will be treated, and the discharge locations.
- c) The estimated pollutant removal effectiveness of all BMPs.
- d) Letter certifying all BMPs proposed for design are viable and feasible for the specific site and application.
- e) Design and construction cost estimates.
- f) Special design and construction conditions such as necessary permits, etc.; and land acquisition costs.
- g) A summary of the educational outreach programs that were evaluated.

REPORTING REQUIREMENTS

In addition to the reporting requirements outlined in the Grant Award Agreement, the following special items are noted for this project:

- 1) Grantor shall be provided a minimum of three (3) hard copies of the Final Feasibility Report along with one (1) digital copy.
- 2) LFUCG shall make final payment of the 10% retainer after acceptance of the Project Final Report.
- 3) All attachments to Request for Funds & Project Status Reports shall reference the associated line Table 2 - Eligible Expenses.

PERMANENT FACILITIES / INFRASTRUCTURE

Does not apply to this grant. Attachment B is not required for this Agreement.

EQUIPMENT

Any equipment purchased with the Grant shall remain the property of the Organization.

ADDITIONAL GRANT STIPULATIONS

Note the following additional stipulations related to this project:

1. Applicant shall obtain written approval/agreement prior to work being done on properties not owned by the Applicant.
2. Both electronic and hard copies of all materials are to be provided to LFUCG, for its use, as part of the grant deliverables.
3. Organization proposes a larger cost share beyond that required by the grant program. Budget shall reflect the 20.5% cost share offered in the application (approximately \$8,200.00).

GRANT PERIOD & PROJECT SCHEDULE

The grant period starts on the date of execution by the Mayor and extends for the time period as listed in the Grant Award Agreement. Any time extensions must be approved in writing by the LFUCG Grant Manager. The project schedule shown in Table 1 is preliminary. Proposed changes to the project which alter this schedule significantly shall be discussed with the LFUCG Grant Manager prior to implementation.

TABLE 1 – PRELIMINARY PROJECT SCHEDULE

Activity	Anticipated Date(s)
Approval Grant Award Agreement and Notice to Proceed (NTP)	NTP (anticipated February 2024)
Kick Off meeting	March 2024
Public engagement	April 2024
Site analysis & research	April - May 2024
Plan development	June - August 2024
Review and approval	September 2024
Project closeout/Provide Final Report to LFUCG	September - November 2024

PROJECT BUDGET – GRANT ELIGIBLE EXPENSES

The project budget is broken into the following components:

Feasibility Study	Total Grant Share	\$ 31,850.00 (not-to-exceed)
	Proposed Cost Share to be provided	\$ 8,200.00
	Est. Total Project Cost	\$ 40,050.00

Table 2 lists the eligible expenses for this project. Only properly invoiced items shall be reimbursed with grant monies or counted toward the Organization’s cost share.

Any work performed on this project prior to grant award by the Urban County Council and Notice to Proceed from the LFUCG Grant Administrator is NOT an eligible expense and shall not be reimbursed or counted toward the cost share.

The Grant is a not-to-exceed amount, and any cost overruns are the responsibility of the Grantee. Note that the Grant shall not be used to fund any project element that is required by local, state, or federal regulation in relation to any new development or redevelopment associated with the stormwater quality improvement project as described herein. Donated professional service hours shall be valued at the Median Hourly Wage for the service provided as published by the U.S. Department of Labor, Bureau of Labor Statistics, State Occupational Employment and Wage Estimates for Kentucky (current website: http://www.bls.gov/oes/current/oes_ky.htm).

TABLE 2 – ELIGIBLE EXPENSES

	Type of Expense	Participants	Item	Unit Price	Quantity	Funded by Organization	Funded by Grant	Total Expense
Site Analysis and Research								
1	Project Management	Consultant - Gresham Smith	Project Administration	\$ 1,300.00	LS 1.0	\$ -	\$ 1,300.00	\$ 1,300.00
2	Design - Site/Civil Related Services	Consultant - Gresham Smith	Geotechnical Investigation	\$ 10,000.00	LS 1.0	\$ -	\$ 10,000.00	\$ 10,000.00
3	Design - Site/Civil Related Services	Consultant - Gresham Smith	Topographical and Utility Survey	\$ 5,000.00	LS 1.0	\$ -	\$ 5,000.00	\$ 5,000.00
4	Design - Site/Civil Related Services	Consultant - Gresham Smith	Watershed Study	\$ 3,000.00	LS 1.0	\$ -	\$ 3,000.00	\$ 3,000.00
Parking Lot Retrofit Design								
5	Project Management	Consultant - Gresham Smith	Project Administration	\$ 800.00	LS 1.0		\$ 800.00	\$ 800.00
6	Design - Site/Civil Related Services	Consultant - Gresham Smith	Design Alternatives	\$ 9,500.00	LS 1.0	\$ 2,250.00	\$ 7,250.00	\$ 9,500.00
7	Design	Consultant - Michler's	Design & Planting Plan	\$ 3,250.00	LS 1.0	\$ 3,250.00	\$ -	\$ 3,250.00
8	Design	Consultant - Michler's	Cost Estimate	\$ 1,500.00	LS 1.0	\$ 1,000.00	\$ 500.00	\$ 1,500.00
9	Design - Site/Civil Related Services	Consultant - Gresham Smith	Final Feasibility Report	\$ 3,000.00	LS 1.0	\$ -	\$ 3,000.00	\$ 3,000.00
Public Engagement								
10	Project Management	Consultant - Gresham Smith	Project Administration	\$ 1,000.00	LS 1.0	\$ -	\$ 1,000.00	\$ 1,000.00
11	Public Engagement	Consultant - Michler's	Workshop	\$ 1,700.00	LS 1.0	\$ 1,700.00	\$ -	\$ 1,700.00
12	TOTAL PROJECT BUDGET:					\$ 8,200.00	\$ 31,850.00	\$ 40,050.00
13						ORGANIZATION SHARE	GRANT SHARE	
14	*COST SHARE % = 20.47% OK							

FIGURE 1 – MAP OF PROJECT AREA (FROM PVA)



RESOLUTION NO. _____ – 2024

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT AWARDING A CLASS B (INFRASTRUCTURE) INCENTIVE GRANT TO BREAD AND ROSES, LLC, FOR A FEASIBILITY STUDY FOR A STORMWATER QUALITY PROJECT, AT A COST NOT TO EXCEED \$31,850.00.

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute an Agreement, which is attached hereto and incorporated herein by reference, awarding a Class B (Infrastructure) Incentive Grant to Bread and Roses, LLC, for a feasibility study for a stormwater quality project.

Section 2 – That an amount, not to exceed \$31,850.00, be and hereby is approved for payment to Bread and Roses, LLC, from account # 4052-303204-3373-78112, pursuant to the terms of the Agreement.

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

PASSED URBAN COUNTY COUNCIL:

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0087-24:EPT_4869-0555-8945, v. 1

RESOLUTION NO. 055 – 2024

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT AWARDDING A CLASS B (INFRASTRUCTURE) INCENTIVE GRANT TO BREAD AND ROSES, LLC, FOR A FEASIBILITY STUDY FOR A STORMWATER QUALITY PROJECT, AT A COST NOT TO EXCEED \$31,850.00.

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute an Agreement, which is attached hereto and incorporated herein by reference, awarding a Class B (Infrastructure) Incentive Grant to Bread and Roses, LLC, for a feasibility study for a stormwater quality project.

Section 2 – That an amount, not to exceed \$31,850.00, be and hereby is approved for payment to Bread and Roses, LLC, from account # 4052-303204-3373-78112, pursuant to the terms of the Agreement.

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

PASSED URBAN COUNTY COUNCIL: February 15, 2024

Linda Gorton

MAYOR

ATTEST:

[Signature]

CLERK OF URBAN COUNTY COUNCIL

0087-24:EPT_4869-0555-8945, v. 1

GRANT AWARD AGREEMENT

Fiscal Year 2024 Class B Infrastructure Incentive Grant Program

THIS AGREEMENT, made and entered into on the 16th day of February, 2024 by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (LFUCG)**, an urban county government of the Commonwealth of Kentucky, pursuant to KRS Chapter 67A (hereinafter "Government"), on behalf of its Division of Water Quality, and **BREAD AND ROSES, LLC, 417 E MAXWELL STREET, LEXINGTON, KENTUCKY 40508** (hereinafter "Grantee" and "Property Owner").

WITNESSETH:

WHEREAS, the Grantee is a documented fee-payer of the Government's Water Quality Management Fee; and

WHEREAS, the Grantee has proposed a need for the funds requested to develop and implement a proposed project by submitting a valid grant application; and

WHEREAS, the Grantee's grant application has been reviewed and selected for funding by the Water Quality Fees Board in accordance with Sections 16-408 and 16-410 of the Government's Code of Ordinances; and

WHEREAS, the Government has funds available through the Stormwater Quality Projects Incentive Grant Program to assist the qualified Grantee in the development and implementation of projects that meet the goals of the program; and

WHEREAS, the Grantee desires to implement a specific project that meets one or more Incentive Grant program goals to improve water quality, reduce stormwater runoff, and provide public or private education related to stormwater quality; and

WHEREAS, any such improvements funded by the Government shall benefit the public through installed improvements and/or educational programming;

THAT FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS HEREIN EXPRESSED, GOVERNMENT AND GRANTEE AGREE AS FOLLOWS:

- (1) The Government hereby grants the Grantee the sum of **\$31,850.00** (hereinafter "the Grant"), for use in implementing the project elements as listed in Attachment A which is incorporated herein by reference as if fully set out herein. The Grantee agrees to cost share the Grant with contributions, labor, and/or other services equal to or greater than 20% of the total project cost.
- (2) The Grantee agrees to use the Grant only for the activities set forth in Attachment A which includes installation of stormwater control infrastructure at the following site location(s): **446 EAST HIGH STREET, LEXINGTON, KENTUCKY 40508** currently owned by the Property Owner.
- (3) The Grantee agrees to meet all design standards specified in the Government's Engineering Manuals or as further described in Attachment A in the design of all Grant-funded improvements. This includes all associated activities including but not limited to erosion and sediment control, traffic control, utility relocations, seeding, etc. The Grantee further agrees to design the facilities in such a way as not to preclude the potential for future water quality / quantity monitoring by LFUCG.

- (4) The Grantee agrees to comply with all applicable local, state, and federal rules, regulations, ordinances, and laws in implementation of the project.
- (5) ~~The Grantee agrees to obtain all necessary local, state, and federal permits, encroachments, permissions, approvals, etc. in a timely manner and prior to start of construction.~~
(N/A to Feasibility Only Grants)
- (6) The Grantee agrees to perform periodic reporting as detailed in Paragraph (7) herein below, and produce a Project Final Report within thirty (30) calendar days of the completion of the project elements in digital and hard copy following a standardized format to be provided by the Government summarizing all work completed and detailing the total grant expenditures. Other deliverables include the following:
- (a) At the end of the Feasibility Phase (if applicable), the following five deliverables, sealed by a professional licensed to perform such work in accordance with Kentucky Revised Statutes (KRS), shall be provided:
- Feasibility report evaluating the use of the potential BMP(s) on the proposed site;
 - Conceptual design concept;
 - Detailed cost estimate for design;
 - Conceptual cost estimate for construction;
 - Letter certifying all BMPs proposed for design as viable and feasible for the specific site and application.
- (b) ~~At the end of the Design Phase or prior to the start of the Construction Phase, the following six deliverables, sealed by a professional licensed to perform such work in accordance with Kentucky Revised Statutes (KRS), shall be provided:~~
- ~~• Set of all final design calculations;~~
 - ~~• Set of final construction plans, including traffic control, erosion and sediment control, grading plans, etc.;~~
 - ~~• Set of final specifications and bidding documents (if applicable);~~
 - ~~• Final detailed engineer's construction cost estimate including quantities;~~
 - ~~• All required permit submittals and approvals;~~
 - ~~• Inspection, Operation, and Maintenance Plan laying out the plan for regular inspection and maintenance of each proposed facility for design performance and safety in accordance with manufacturer's specifications and the Government's Stormwater Manual.~~
- (N/A to Feasibility Only Grants)
- (c) ~~At the end of the Construction Phase, the following five deliverables shall be provided:~~
- ~~• Summary of final construction costs and quantities;~~
 - ~~• Copies of all federal, state, and local permits obtained for the project;~~
 - ~~• Record Drawing showing all field changes, and signed and sealed by the professional of record certifying the project as shown meets all original design intent;~~
 - ~~• Photo documentation of site conditions and improvements before, during, and after construction;~~
 - ~~• Signed Agreement to Maintain Stormwater Control Facilities Funded by an LFUCG Class B Infrastructure Stormwater Quality Projects Incentive Grant.~~
- (N/A to Feasibility Only Grants)
- (7) The Grant to the Grantee shall be disbursed in the following manner:
- (a) The Grantee shall submit at least once every three (3) months, if not specified otherwise in Attachment A, a Request for Funds to the Government's Grant Manager designated by the Director of the Division of Water Quality for the project. Each Request for Funds shall include documentation that the Grantee has already expended the requested funds or shall be in a position to expend properly the requested funds within thirty (30) days of receipt of the funds. The Request for Funds shall include full accounting of these eligible grant-related expenses, as listed in Attachment A. Copies of invoices, purchase orders, or receipts showing vendor, date, amount, and items pur-

chased or ordered shall be provided with the Request for Funds. For project specific personnel costs and stipends, documentation of all billed hours shall include copies of employee timesheets, hourly payroll rate, and description of work performed for hours billed. Each Request for Funds shall include a minimum of 10% cost share.

- (b) Each Request for Funds shall be accompanied by a Project Status Report describing the progress of the project to date, including a description and schedule of all activities completed, and hardcopy or electronic copies of materials (*e.g.*, calculations, preliminary plans, etc.) completed to date. For educational events (if applicable), copies of the class rosters or sign-in sheets documenting the number of attendees shall be provided.
- (c) The Government's Grant Manager shall review each Request for Funds and supporting documents for compliance with the terms of this Agreement and the guidelines of the Stormwater Quality Projects Incentive Grant Program. If the Grant Manager finds the Grantee's Request for Funds is in compliance with the terms of this Agreement and the guidelines of the Stormwater Quality Projects Incentive Grant Program and that the activity progress and management program of the Grantee satisfy the terms of the grant award, he or she shall approve the Request for Funds within 15 calendar days of receipt and then forward it to the Division of Accounting for payment.
- (d) The Government shall release payment of the final 10% of the Grant only after receipt and acceptance of the Project Final Report. The Government's Grant Manager shall review the Project Final Report and provide comments to the Grantee or, if acceptable, forward approval within 15 calendar days of receipt to the Division of Accounting for payment.
- (e) Should the Government's Incentive Grant Program Administrator determine that the Grantee is not in compliance with the terms of this Agreement and/or the Stormwater Quality Projects Incentive Grant Program, including deficiencies in progress and management of the project, the Division of Water Quality shall notify the Grantee, the Mayor's Office, and the appropriate district Council person, and shall meet with the Grantee on matters that prevent approval of the Request for Funds. Failure to resolve any such matters to the satisfaction of the Government may lead to termination of the Agreement for cause pursuant to Paragraph (21) herein below.
- (8) The Grantee agrees to obtain written approval from the Government's Grant Manager and Program Administrator for any proposed changes to the Project Team or Project Plan as listed in Attachment A prior to implementing the changes. Failure to gain written approval prior to making changes may lead to termination of the Agreement for cause pursuant to Paragraph (21) herein below.
- (9) The Grantee agrees to complete the project phase(s) (*i.e.*, Feasibility) outlined herein within 15 months from the date of this Agreement. The Grantee shall obtain written approval from the Government's Grant Manager and Program Administrator for any time extensions beyond the schedule. Failure to obtain written approval prior to making changes may lead to termination of the Agreement for cause pursuant to Paragraph (21) herein below.
- (10) This Agreement may not be modified except by written agreement of the Government and the Grantee.
- (11) The Grantee understands that the Grant amount shown herein in Paragraph (1) is a not-to-exceed amount, and any additional funding needed to complete the project elements listed in Attachment A is the responsibility of the Grantee. If it becomes apparent to the Grantee or the Government that the Grantee will be unable to complete the project either in the manner or for the amount described in this Agreement, then the Grantee must immediately notify the Government's Grant Manager and Program Administrator by providing a complete and detailed written explanation of its inability to comply with the terms of the Agreement. The Grantee must further provide the Government's Grant Manager and

Program Administrator with a complete and detailed written explanation of any proposed changes, and the reasons for those changes.

- (12) The Grantee asserts that it is in full compliance with all applicable provisions of the Lexington-Fayette Urban County Government's Code of Ordinances Chapter 5 – Buildings and Building Regulations, Chapter 7 – Finance and Taxation, Chapter 12 – Housing, and Chapter 16 – Sewage, Garbage, Refuse, and Weeds, or in compliance with Kentucky Department of Housing Buildings and Construction rules and requirements as is appropriate for those state institutions, parcels, or buildings which are subject to state regulations and oversight as opposed to local ordinances and regulations. If the Grantee becomes out of compliance with any of these provisions, it will notify the Government's Grant Manager and Program Administrator immediately. Failure to notify the Government and resolve any such matters to the satisfaction of the Government may lead to termination of the Agreement for cause pursuant to Paragraph (21) herein below.
- (13) ~~The Grantee agrees to allow the Government access to its property to perform monitoring of the project elements for compliance with this Agreement, as provided in the "Agreement to Maintain Stormwater Control Facilities Funded by an LFUCG Class B Infrastructure Stormwater Quality Projects Incentive Grant" (Attachment B).~~
(N/A to Feasibility Only Grants)
- (14) In any advertisement of the project funded by the Grant, whether written or oral communications, the Grantee agrees to identify the Lexington-Fayette Urban County Government as the source of the above referenced funds; the Grantee shall not specifically identify any individual or elected official as being responsible for the funds donated by the Government.
- (15) The Grantee agrees to allow the Government to publicize the Grantee's project through the Government's website and other media.
- (16) The Grantee agrees to reference the Lexington-Fayette Urban County Government's Water Quality Management Fee and the Stormwater Quality Projects Incentive Grant Program as a source of funding for the project on any permanent signage or educational brochures, presentations, websites, etc. produced using grant monies.
- (17) ~~The Grantee agrees that the Government is authorized to erect and maintain permanent signage at the location of any permanent capital infrastructure, referencing the Water Quality Management Fee and the Stormwater Quality Projects Incentive Grant Program as a source of funding for such permanent capital infrastructure. In the event that permanent signage is installed by the Government, such signage shall not be removed except upon written approval by the Government. Provided, however, that nothing herein shall require the installation of signage by the Government nor prohibit the Government from removing any signage so installed.~~
(N/A to Feasibility Only Grants)
- (18) ~~The Grantee and Property Owner agree that all stormwater control facilities, including equipment and infrastructure, constructed and funded by a Construction Grant through the Stormwater Quality Projects Incentive Grant Program shall remain in service and maintained by the Grantee or its representatives following the Inspection, Operation, and Maintenance Plan developed for each facility referenced in (6b) above. The Property Owner further accepts and agrees to enter into the "Agreement to Maintain Stormwater Control Facilities Funded by an LFUCG Class B Infrastructure Stormwater Quality Projects Incentive Grant" attached hereto as Attachment B and which is incorporated herein by reference as if fully set out herein.~~
(N/A to Feasibility Only Grants)
- (19) ~~The Grantee and Property Owner agree that all stormwater control facilities, including equipment and infrastructure, constructed and funded by this Grant shall remain the property of the current Property Owner, or his successors and assigns, unless otherwise specified in Attachments A and B.~~
(N/A to Feasibility Only Grants)

- (20) ~~The Grantee and Property Owner understand that if any of the Grant funded facilities not owned by the Government are removed from service, the property owner of record at the time of removal shall be liable to reimburse the Government for 100% of the Remaining Value of the facility or portion removed, based upon the depreciation schedule provided in Attachment B.~~
(N/A to Feasibility Only Grants)
- (21) If, through any cause, the Grantee or Property Owner shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if the Grantee or Property Owner shall violate any of the covenants, agreements, or stipulations of this Agreement, the Government shall provide the Grantee or Property Owner thirty (30) calendar days to address the deficiency or violation. If the Grantee or Property Owner does not, after the thirty (30) days, come into compliance with this Agreement, the Government shall thereupon have the right to terminate this Agreement by giving written notice to the Grantee of such termination and specifying the effective date thereof, at least five (5) calendar days before the effective date of such termination. In that event, all finished or unfinished documents, receipts, and reports prepared by the Grantee shall, at the option of the Government, become its property and the Grantee shall immediately repay to the Government all monies received pursuant to this Agreement less any amount representing just and equitable compensation for the Government's share of any satisfactory work completed pursuant to the Agreement; provided, however, that for any project involving the construction of capital infrastructure, other than feasibility only projects, the Government's share of any satisfactory work completed shall not include feasibility or design costs.
- (22) The Grantee shall provide equal opportunity in employment as required by applicable federal, state, and local laws, regulations, and ordinances.
- (23) The Grantee is solely responsible for assuring that adequate and appropriate insurance or other necessary coverage is maintained during the term of this Agreement.
- (24) The Grantee's sole remedy for a breach of this Agreement by the Government shall be limited to the amount of the Grant.
- (25) The Government assumes no responsibility whatsoever in the Grantee's project activities. Grantee and Property Owner shall, to the extent allowed by law, defend, indemnify, and hold harmless Government from and against all liability, claims, losses, actions, costs, expenses, obligations, fines, and assessments of whatever kind, including defense costs and attorney's fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, in whole or in part, from or by Grantee's or Property Owner's or its contractor(s), agents, or assigns, negligent acts or misconduct, or errors or omissions, in connection with the activities carried out pursuant to this Agreement, the Grant award, or the Stormwater Quality Projects Incentive Grant Program.

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

LEXINGTON-FAYETTE URBAN COUNTY
GOVERNMENT

BY: *Linda Gorton*
LINDA GORTON, MAYOR

ATTEST:

Deputy
Markenzie Jock
CLERK, URBAN COUNTY COUNCIL

GRANTEE ORGANIZATION &
PROPERTY OWNER:

BREAD AND ROSES, LLC
417 E MAXWELL STREET
LEXINGTON, KENTUCKY 40508
BY: *R. Michler*
NAME: *Robin Michler*
TITLE: *Managing Member*

The foregoing Agreement was subscribed, sworn to and acknowledged before me by *Robin Michler*, as the duly authorized representative for and on behalf of *Bread and Roses, LLC*, on this the *8th* day of *January*, 20*24*.
My commission expires: *2/20/2027*.

Rebekah Hicks
NOTARY PUBLIC



ATTACHMENT A
to the GRANT AWARD AGREEMENT
between Lexington-Fayette Urban County Government (LFUCG) and
Bread and Roses, LLC

GRANT PROGRAM

**2024 Stormwater Quality Projects Incentive Grant Program
Class B Infrastructure Projects**

- Funded through the LFUCG Water Quality Management Fee
- Administered by the LFUCG Division of Water Quality in the Department of Environmental Quality & Public Works
- Feasibility Only Grant

PROJECT TEAM AND CONTACT INFORMATION

Grantee Organization & Property Owner(s):	Bread and Roses, LLC 417 East Maxwell Street Lexington, KY 40508 KY Organization #1192207
Primary Project Contact:	Robin Michler <i>REM</i> 859-396-9319 (phone) robin@michlers.com (email)
Secondary Project Contact:	Penina Goldstein 859-553-7709 (phone) peninashoshan@gmail.com (email)
Project Manager:	Erin Masterson, PLA 859-422-1960 (phone) erin.masterson@greshamsmith.com (email)
Project Site Location(s):	446 East High Street Lexington, KY 40508 PVA #12105684
Design Engineering Firm:	Gresham Smith 100 W Main Street, Suite 350 Lexington, KY 40507 859-422-1960 (phone) Erin Masterson, PLA, Professional Landscape Architect erin.masterson@greshamsmith.com (email)

PROJECT PLAN ELEMENTS

The overall purpose of the Stormwater Best Management Practices (BMPs) Feasibility Study is to identify, evaluate, and select Best Management Practices (BMPs) for the property located at 446 East High Street.

1) EVALUATE THE APPLICABILITY OF GENERAL STORMWATER BMPS AT SITE LOCATION INCLUDING:

- A. Stormwater Management - The feasibility study will evaluate the opportunities to integrate stormwater management into a parking lot retrofit to have an action plan for the next steps in implementing a parking lot retrofit that addresses pedestrian connectivity, removes impervious surfaces, plants native vegetation, and tree canopy.
- B. Educational Signage – The feasibility study will evaluate and explore future permanent signage opportunities to showcase the stormwater improvements developed and implemented for the project.
- C. Trees Lexington - The feasibility study will evaluate hosting a workshop that focuses on stormwater incentive grant opportunities as they relate to the tree canopy.

2) ***FINAL FEASIBILITY REPORT***

The results of the Feasibility Study will be presented in a final report that will include:

- a) A list of BMPs that are determined to be effective and suitable for installation at the property listed on Page 1 under "Project Site Location(s) & Property Owner(s)." They will be prioritized for implementation according to input from project collaborators, at a minimum.
- b) A Stormwater BMP Master Plan of the Feasibility Study will show proposed BMP locations, the area draining to all proposed BMPs that will be treated, and the discharge locations.
- c) The estimated pollutant removal effectiveness of all BMPs.
- d) Letter certifying all BMPs proposed for design are viable and feasible for the specific site and application.
- e) Design and construction cost estimates.
- f) Special design and construction conditions such as necessary permits, etc.; and land acquisition costs.
- g) A summary of the educational outreach programs that were evaluated.

REPORTING REQUIREMENTS

In addition to the reporting requirements outlined in the Grant Award Agreement, the following special items are noted for this project:

- 1) Grantor shall be provided a minimum of three (3) hard copies of the Final Feasibility Report along with one (1) digital copy.
- 2) LFUCG shall make final payment of the 10% retainer after acceptance of the Project Final Report.
- 3) All attachments to Request for Funds & Project Status Reports shall reference the associated line Table 2 - Eligible Expenses.

PERMANENT FACILITIES / INFRASTRUCTURE

Does not apply to this grant. Attachment B is not required for this Agreement.

EQUIPMENT

Any equipment purchased with the Grant shall remain the property of the Organization.

ADDITIONAL GRANT STIPULATIONS

Note the following additional stipulations related to this project:

1. Applicant shall obtain written approval/agreement prior to work being done on properties not owned by the Applicant.
2. Both electronic and hard copies of all materials are to be provided to LFUCG, for its use, as part of the grant deliverables.
3. Organization proposes a larger cost share beyond that required by the grant program. Budget shall reflect the 20.5% cost share offered in the application (approximately \$8,200.00).

GRANT PERIOD & PROJECT SCHEDULE

The grant period starts on the date of execution by the Mayor and extends for the time period as listed in the Grant Award Agreement. Any time extensions must be approved in writing by the LFUCG Grant Manager. The project schedule shown in Table 1 is preliminary. Proposed changes to the project which alter this schedule significantly shall be discussed with the LFUCG Grant Manager prior to implementation.

TABLE 1 – PRELIMINARY PROJECT SCHEDULE

Activity	Anticipated Date(s)
Approval Grant Award Agreement and Notice to Proceed (NTP)	NTP (anticipated February 2024)
Kick Off meeting	March 2024
Public engagement	April 2024
Site analysis & research	April - May 2024
Plan development	June - August 2024
Review and approval	September 2024
Project closeout/Provide Final Report to LFUCG	September - November 2024

PROJECT BUDGET – GRANT ELIGIBLE EXPENSES

The project budget is broken into the following components:

<u>Feasibility Study</u>	Total Grant Share	\$ 31,850.00 (not-to-exceed)
	Proposed Cost Share to be provided	\$ 8,200.00
	Est. Total Project Cost	\$ 40,050.00

Table 2 lists the eligible expenses for this project. Only properly invoiced items shall be reimbursed with grant monies or counted toward the Organization’s cost share.

Any work performed on this project prior to grant award by the Urban County Council and Notice to Proceed from the LFUCG Grant Administrator is NOT an eligible expense and shall not be reimbursed or counted toward the cost share.

The Grant is a not-to-exceed amount, and any cost overruns are the responsibility of the Grantee. Note that the Grant shall not be used to fund any project element that is required by local, state, or federal regulation in relation to any new development or redevelopment associated with the stormwater quality improvement project as described herein. Donated professional service hours shall be valued at the Median Hourly Wage for the service provided as published by the U.S. Department of Labor, Bureau of Labor Statistics, State Occupational Employment and Wage Estimates for Kentucky (current website: http://www.bls.gov/oes/current/oes_ky.htm).

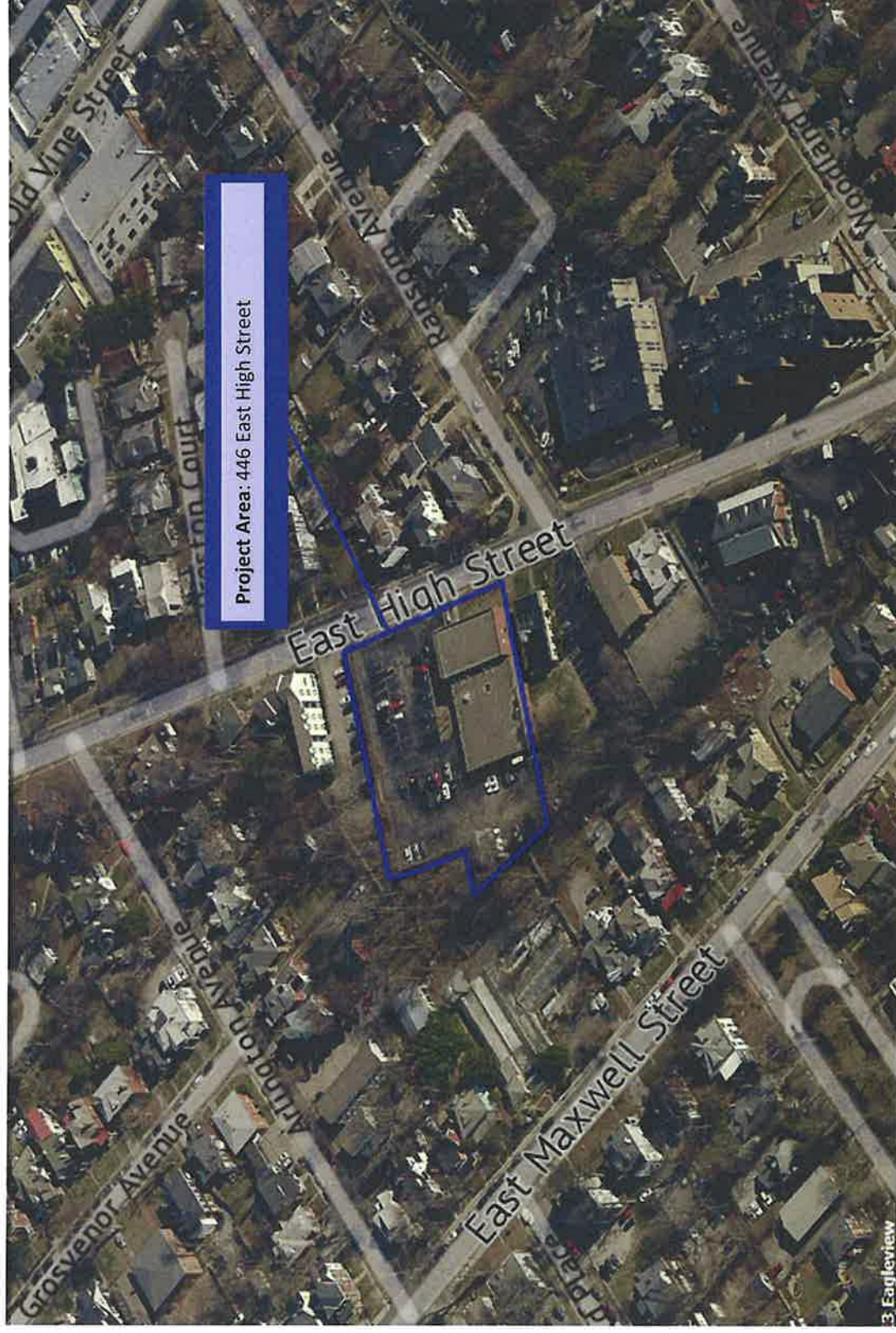
TABLE 2 – ELIGIBLE EXPENSES

	Type of Expense	Participants	Item	Unit Price	Quantity	Funded by Organization	Funded by Grant	Total Expense
Site Analysis and Research								
1	Project Management	Consultant - Gresham Smith	Project Administration	\$ 1,300.00	LS 1.0	\$ -	\$ 1,300.00	\$ 1,300.00
2	Design - Site/Civil Related Services	Consultant - Gresham Smith	Geotechnical Investigation	\$ 10,000.00	LS 1.0	\$ -	\$ 10,000.00	\$ 10,000.00
3	Design - Site/Civil Related Services	Consultant - Gresham Smith	Topographical and Utility Survey	\$ 5,000.00	LS 1.0	\$ -	\$ 5,000.00	\$ 5,000.00
4	Design - Site/Civil Related Services	Consultant - Gresham Smith	Watershed Study	\$ 3,000.00	LS 1.0	\$ -	\$ 3,000.00	\$ 3,000.00
Parking Lot Retrofit Design								
5	Project Management	Consultant - Gresham Smith	Project Administration	\$ 800.00	LS 1.0		\$ 800.00	\$ 800.00
6	Design - Site/Civil Related Services	Consultant - Gresham Smith	Design Alternatives	\$ 9,500.00	LS 1.0	\$ 2,250.00	\$ 7,250.00	\$ 9,500.00
7	Design	Consultant - Michler's	Design & Planting Plan	\$ 3,250.00	LS 1.0	\$ 3,250.00	\$ -	\$ 3,250.00
8	Design	Consultant - Michler's	Cost Estimate	\$ 1,500.00	LS 1.0	\$ 1,000.00	\$ 500.00	\$ 1,500.00
9	Design - Site/Civil Related Services	Consultant - Gresham Smith	Final Feasibility Report	\$ 3,000.00	LS 1.0	\$ -	\$ 3,000.00	\$ 3,000.00
Public Engagement								
10	Project Management	Consultant - Gresham Smith	Project Administration	\$ 1,000.00	LS 1.0	\$ -	\$ 1,000.00	\$ 1,000.00
11	Public Engagement	Consultant - Michler's	Workshop	\$ 1,700.00	LS 1.0	\$ 1,700.00	\$ -	\$ 1,700.00
12	TOTAL PROJECT BUDGET:					\$ 8,200.00	\$ 31,850.00	\$ 40,050.00
13						ORGANIZATION SHARE	GRANT SHARE	
14	*COST SHARE % = 20.47% OK							

FIGURE 1 – MAP OF PROJECT AREA (FROM PVA)



Stormwater Quality Projects Incentive Grant Program



Bread and Roses, LLC



Lexington-Fayette Urban County Government Master

200 E. Main St
Lexington, KY 40507

File Number: 0092-24

File ID: 0092-24

Type: Resolution

Status: Approved

Version: 1

Contract #:

In Control: Urban County
Council

File Created: 01/19/2024

File Name: Release of Easement Norman Lane

Final Action: 02/15/2024

Title: A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute a Partial Release of Easement, releasing a portion of a detention easement on the property located at 2350 Norman Lane. [Div. of Water Quality, Martin]

Notes: In office 1/29/2024. MS

Down to mayor's office 2/20/2024. MS

Signed and CILOO filed in the CCO. Returned to Debbie Barnett 2/22/2024. MS

Sponsors:

Enactment Date: 02/15/2024

Attachments: Blue Sheet, Norman Agreement, Norman2350 (1),
0092-24- 2350 Norman release 4877-3714-5505
v.1.docx, R-056-2024, Deed #8569

Enactment Number: R-056-2024

Deed #: 8569

Hearing Date:

Drafter: Christina King

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	01/30/2024	Approved and Referred to Docket	Urban County Council	02/01/2024		Pass
1	Urban County Council	02/01/2024	Received First Reading	Urban County Council	02/15/2024		
1	Urban County Council	02/15/2024	Approved				Pass

Text of Legislative File 0092-24

Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute a Partial Release of Easement, releasing a portion of a detention easement on the property located at 2350 Norman Lane. [Div. of Water Quality, Martin]

Summary

Authorization to execute a release of a partial detention easement at 2350 Norman Lane.

The easement is no longer needed because the facilities in the easement will be removed or safe loaded. No Budgetary impact. (L0092-24) (Martin/Albright)

Budgetary Implications [select]: N/A

Advance Document Review:

Law: Yes, Completed by Evan Thompson 1/11/2024

Risk Management: No

Fully Budgeted [select]: N/A

Account Number:

This Fiscal Year Impact: \$

Annual Impact: \$

Project:

Activity:

Budget Reference:

Current Balance:

MAYOR LINDA GORTON



LEXINGTON

CHARLES MARTIN
DIRECTOR
WATER QUALITY

TO: Mayor Linda Gorton
Urban County Council

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

DATE: January 16, 2024

SUBJECT: RELEASE OF A PARTIAL DETENTION EASEMENT AT 2350 NORMAN LANE

Request

The purpose of this memorandum is to request a resolution authorizing the Mayor on behalf of the Lexington-Fayette Urban County Government to execute a release of a partial detention easement at 2350 Norman Lane.

Purpose of Request

The easement is no longer needed because the facilities in the easement will be removed or safe loaded.

Project Cost in FY24

There is no cost with this request.

Project Cost Impact for Future Budget Years

There is no projected future cost.

Are Funds Budgeted

N/A.

Law Review

E. Thompson, 01/11/2024.

Martin/Albright

DRB

cc: Debbie R. Barnett
Gregory Lubeck, PE



PARTIAL RELEASE OF EASEMENT

This Partial Release of Easement is entered into and effective as of _____, 2024, by **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, a de jure county government under Chapter 67A of the Kentucky Revised Statutes, whose mailing address is 200 East Main Street, Lexington, Kentucky 40507 (“LFUCG”), and **REGENCY CENTRE INVESTMENTS, LLC**, a Kentucky limited liability company having a mailing address of 12488 Lagrange Road, Louisville, Kentucky 40245 (“Regency”).

RECITALS

- A. Regency is the owner of certain property in Fayette County, Kentucky commonly known as 2350 Norman Lane and legally described on Exhibit A attached hereto and incorporated herein (the “Property”).
- B. The Amended Final Record Plat of Webb Properties, Unit 1 (Regency Development) 150 Lowry & 2304, 2350 & 2380 Norman Lane, Lexington, Fayette County, Kentucky, of record in Plat Cabinet M, Slide 419 in the office of the Clerk of Fayette County, Kentucky (the “Record Plat”) identifies all of the Property as “Detention Area”.
- C. To the extent the Record Plat creates an easement encumbering the Property (the “Detention Easement”) by denoting the Property as “Detention Area”, LFUCG and Regency desire to release such Detention Easement insofar as it affects the portion of the Property legally described on Exhibit B and depicted on Exhibit C, both attached hereto and incorporated herein by reference.

Now, therefore, for good and valuable consideration, LFUCG and Regency hereby partially release the Detention Easement insofar as it affects the property described on Exhibit B and depicted on Exhibit C, both attached hereto and incorporated herein by reference. The Detention Easement, if any, shall remain in full force and effect as to all other real property encumbered thereby pursuant to the Record Plat. Further, LFUCG hereby specifically retains its right, title and interest, if any, in and to all other easements shown of record for the Property in the office of the Fayette County Clerk (unless previously released, expired or terminated).

<signature appears on following pages>

IN TESTIMONY WHEREOF, witness the execution of this Partial Release of Easement
as of the date first written above.

Lexington-Fayette Urban County Government

By: _____
Linda Gorton, Mayor

COMMONWEALTH OF KENTUCKY)
) ss:
COUNTY OF FAYETTE)

Subscribed, sworn to and acknowledged before me, the undersigned Notary Public in and
for said County and State, on the ____ day of _____, 202__ by Linda Gorton, as
Mayor of Lexington-Fayette Urban County Government, a de jure urban county government
under Chapter 67A of the Kentucky Revised Statutes, on behalf of said urban county government.

My Commission Expires: _____
Notary Public
Commission No.: _____

Regency Centre Investments, LLC, a Kentucky limited liability company

By: Hi-Five, LLC, a Kentucky limited liability company

Its: Manager

By: Brian A. Thieneman, Member

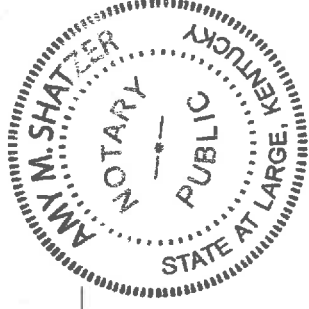
COMMONWEALTH OF KENTUCKY)
COUNTY OF Oldham) ss:)

Subscribed, sworn to and acknowledged before me, the undersigned Notary Public in and for said County and State, on the 8th day of December, 2023 by Brian A. Thieneman, a Member of Hi-Five, LLC, the manager of Regency Centre Investments, LLC, on behalf of said entities.

My Commission Expires:
May 24, 2027

Amy M. Shatzer
Notary Public

Commission No.: 532668



This instrument prepared by:

Daniel M. Walter

Daniel M. Walter, Esq.
Vice Cox & Townsend PLLC
2303 River Road, Suite 301
Louisville, Kentucky 40206
(502) 272-1272

NO TITLE EXAM REQUESTED
OR PERFORMED.

Exhibit A
Legal Description of the Property
(2350 Norman Lane, Lexington, Fayette County, Kentucky)

Being all of Outlot 2, Block "A" as shown on the Amended Final Record Plat of Webb Properties, Unit 1 (Regency Development) 150 Lowry & 2304, 2350 & 2380 Norman Lane, Lexington, Fayette County, Kentucky, of record in Plat Cabinet M, Slide 419, in the office of the Clerk of Fayette County, Kentucky.

LESS AND EXCEPT so much of the foregoing property that was conveyed to the Commonwealth of Kentucky by Deed dated September 9, 2020 of record in Deed Book 3783, Page 511 in the Fayette County Clerk's Office.

Being a portion of the property conveyed to Regency Centre Investments, LLC, a Kentucky limited liability company, by Deed dated August 3, 2018, and recorded in Deed Book 3604, Page 301, in the Office of the Clerk of Fayette County, Kentucky.

Exhibit B
Legal Description of Detention Area Released

See attached legal description prepared by Kevin M. Phillips, PLS, of Endris Engineering, PSC (1 page)

**Portion of a
Storm Drainage & Retention Easement
(Plat Cabinet “E”, Slide 778)
to be released
across the property of**

**Regency Centre Investments, LLC
(Deed Book 3604, Page 301;
Outlot 2 - Plat Cabinet “M”, Slide 419)**

**Being located at
2350 Norman Lane
Lexington, Fayette County, Kentucky**

Being an easement located in Lexington, Fayette County, Kentucky on the southeast side of Norman Lane approximately 150 feet southwest of the intersection of Norman Lane and West Lowry Lane and being more particularly described as follows:

COMMENCING at a point at the northwest corner of Regency Centre Investments , LLC (Deed Book 3604, Page 301 - being Outlot 2 of Plat Cabinet “M”, Slide 419), said point having Kentucky State Plane Coordinates of N(Y) = 184,210.89', E(X) = 1,562,702.90' (KY North Zone, NAD 83, US Survey Feet); thence with a line across Regency Centre Investments, LLC,

South 32°32'52" East a distance of 107.03 feet to a point; which is the true Point of Beginning, thence from the

BEGINNING, and continuing with a line across said Regency Centre Investments , LLC (Deed Book 3604, Page 301 - being Outlot 2 of Plat Cabinet “M”, Slide 419), for four (4) calls:

South 73°30'41" East a distance of 75.96 feet to a point;

thence South 14°56'48" West a distance of 74.92 feet to a point;

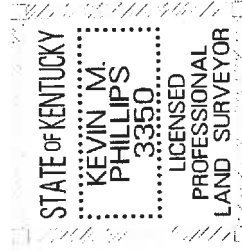
thence North 73°07'01" West a distance of 75.92 feet to a point;

thence North 14°54'11" East a distance of 74.40 feet to a point;

which is the Point of Beginning, having an area of 5,667.0 square feet or 0.1301 acres

The bearings and coordinates shown on this plat are based on Kentucky State Plane Grid North, Kentucky State Plane North Zone, North American Datum of 1983 [NAD 83(2011)]. Particularly, the bearings and coordinates are based on a GNSS survey utilizing a Carlson BRx7 GNSS Receiver and the KYTC VRS System.

The description above being based on an actual ground survey of the property conducted under the supervision of Kevin M. Phillips (PLS 3350), of Endris Engineering, 771 Enterprise Drive, Lexington, Kentucky . The ground survey was concluded on August 24, 2023.




Kevin M. Phillips, PLS 3350

Endris Engineering, PSC
771 Enterprise Drive
Lexington, KY 40510
Phone: 859-253-1425
Email: kevin@endris.com

09-06-2023
Date

Exhibit C
Depiction of Detention Area Released

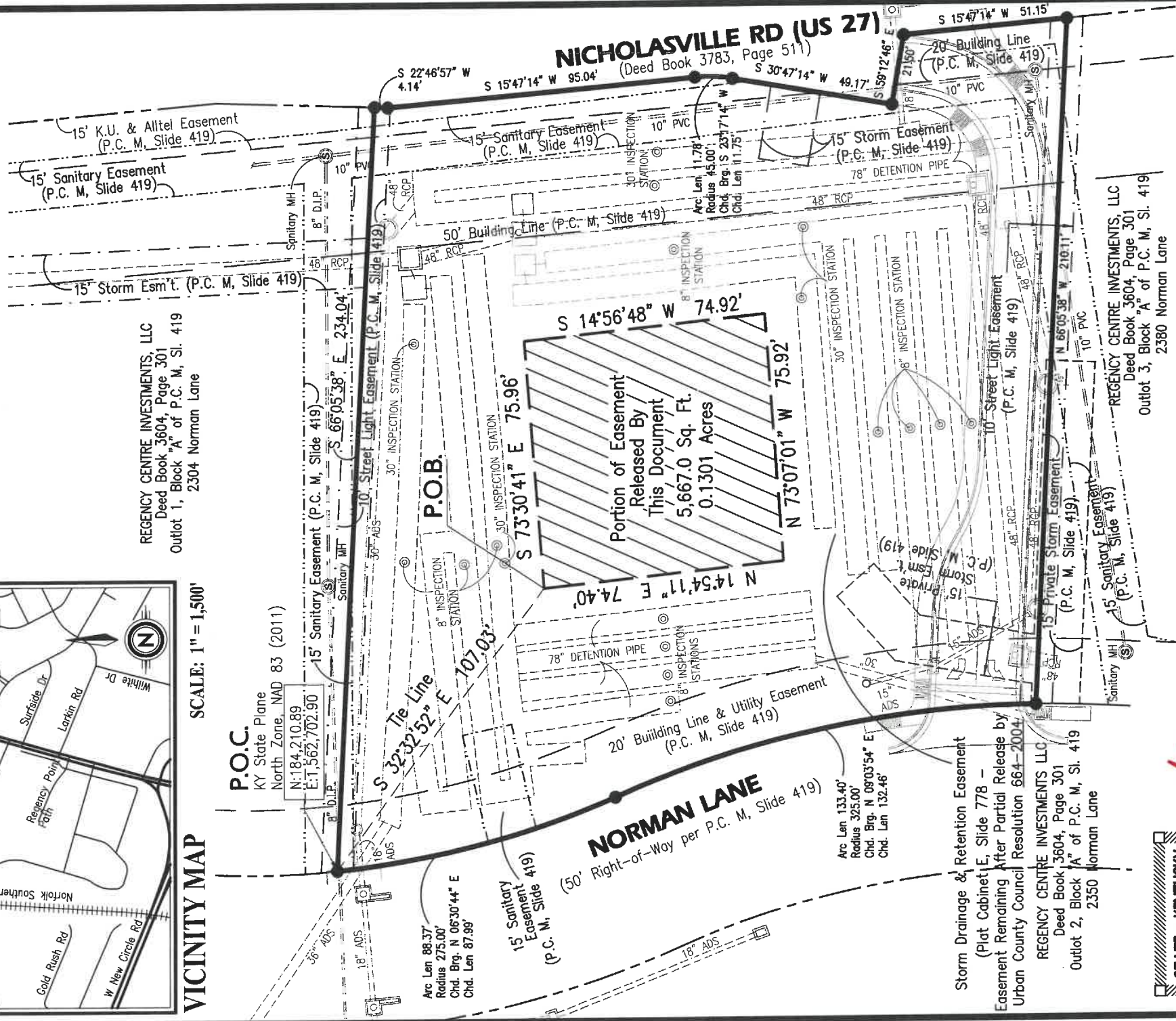
See attached Partial Easement Release plat dated September 7, 2023 prepared by Kevin M. Phillips, PLS (1 page)



SCALE: 1" = 1,500'



REGENCY CENTRE INVESTMENTS, LLC
Deed Book 3604, Page 301
Outlot 1, Block "A" of P.C. M, Sl. 419
2304 Norman Lane



ORIGIN OF BEARINGS AND COORDINATES

THE BEARINGS AND COORDINATES SHOWN HEREON ARE BASED ON KENTUCKY STATE PLANE GRID NORTH, KENTUCKY STATE PLANE NORTH ZONE, NORTH AMERICAN DATUM OF 1983 [NAD 83(2011)]. PARTICULARLY, THE BEARINGS AND COORDINATES ARE BASED ON A GNSS SURVEY UTILIZING A CARLSON BRx7 GNSS RECEIVER AND THE KYTC VRS SYSTEM.

09-06-2023



STATE OF KENTUCKY

KEVIN M.
PHILLIPS
3350

**LICENSED
PROFESSIONAL
LAND SURVEYOR**

ENDRIS engineering

771 ENTERPRISE DRIVE
LEXINGTON, KENTUCKY 40510

PARTIAL EASEMENT RELEASE

**Webb Properties Unit 1, Block "A", Outlot 2
Plat Cabinet M, Slide 419
2350 Norman Lane**

Lexington, Fayette County - Kentucky

JOB NUMBER: 427 146



RESOLUTION NO. _____ – 2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A PARTIAL RELEASE OF EASEMENT, RELEASING A PORTION OF A DETENTION EASEMENT ON THE PROPERTY LOCATED AT 2350 NORMAN LANE.

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute a Partial Release of Easement, which is attached hereto and incorporated herein by reference, releasing a portion of a detention easement on the property located at 2350 Norman Lane.

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
0092-24:EPT_4877-3714-5505, v. 1

RESOLUTION NO. 056 – 2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A PARTIAL RELEASE OF EASEMENT, RELEASING A PORTION OF A DETENTION EASEMENT ON THE PROPERTY LOCATED AT 2350 NORMAN LANE.

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute a Partial Release of Easement, which is attached hereto and incorporated herein by reference, releasing a portion of a detention easement on the property located at 2350 Norman Lane.

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

PASSED URBAN COUNTY COUNCIL: February 15, 2024

Linda Gorton

MAYOR

ATTEST:

[Signature]

CLERK OF URBAN COUNTY COUNCIL

0092-24:EPT_4877-3714-5505, v. 1

PARTIAL RELEASE OF EASEMENT

This Partial Release of Easement is entered into and effective as of February 22, 2024, by **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, a de jure county government under Chapter 67A of the Kentucky Revised Statutes, whose mailing address is 200 East Main Street, Lexington, Kentucky 40507 ("LFUCG"), and **REGENCY CENTRE INVESTMENTS, LLC**, a Kentucky limited liability company having a mailing address of 12488 Lagrange Road, Louisville, Kentucky 40245 ("Regency").

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<signature appears on following pages>

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By: Hi-Five, LLC, a Kentucky limited liability company
Its: Manager

By: [Signature]
Brian A. Thieneman, Member

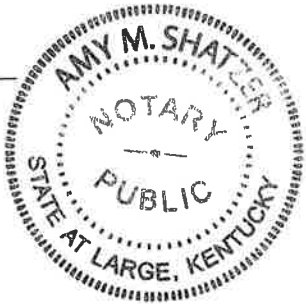
COMMONWEALTH OF KENTUCKY)
COUNTY OF oldham) ss:
)

Subscribed, sworn to and acknowledged before me, the undersigned Notary Public in and for said County and State, on the 8th day of December, 2023 by Brian A. Thieneman, a Member of Hi-Five, LLC, the manager of Regency Centre Investments, LLC, on behalf of said entities.

My Commission Expires:
May 24, 2027

Amy M. Shatter
Notary Public

Commission No.: 532668



This instrument prepared by:

Daniel M. Walter
Daniel M. Walter, Esq.
Vice Cox & Townsend PLLC
2303 River Road, Suite 301
Louisville, Kentucky 40206
(502) 272-1272

NO TITLE EXAM REQUESTED
OR PERFORMED.

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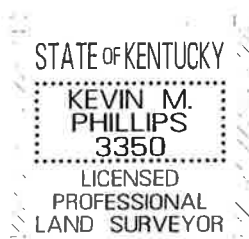
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which is the Point of Beginning, having an area of 5,667.0 square feet or 0.1301 acres

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Kevin M. Phillips, PLS 3350
Endris Engineering, PSC
771 Enterprise Drive
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Phone: 859-253-1425
Email: kevin@endris.com

09-06-2023
Date

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Depiction of Detention Area Released

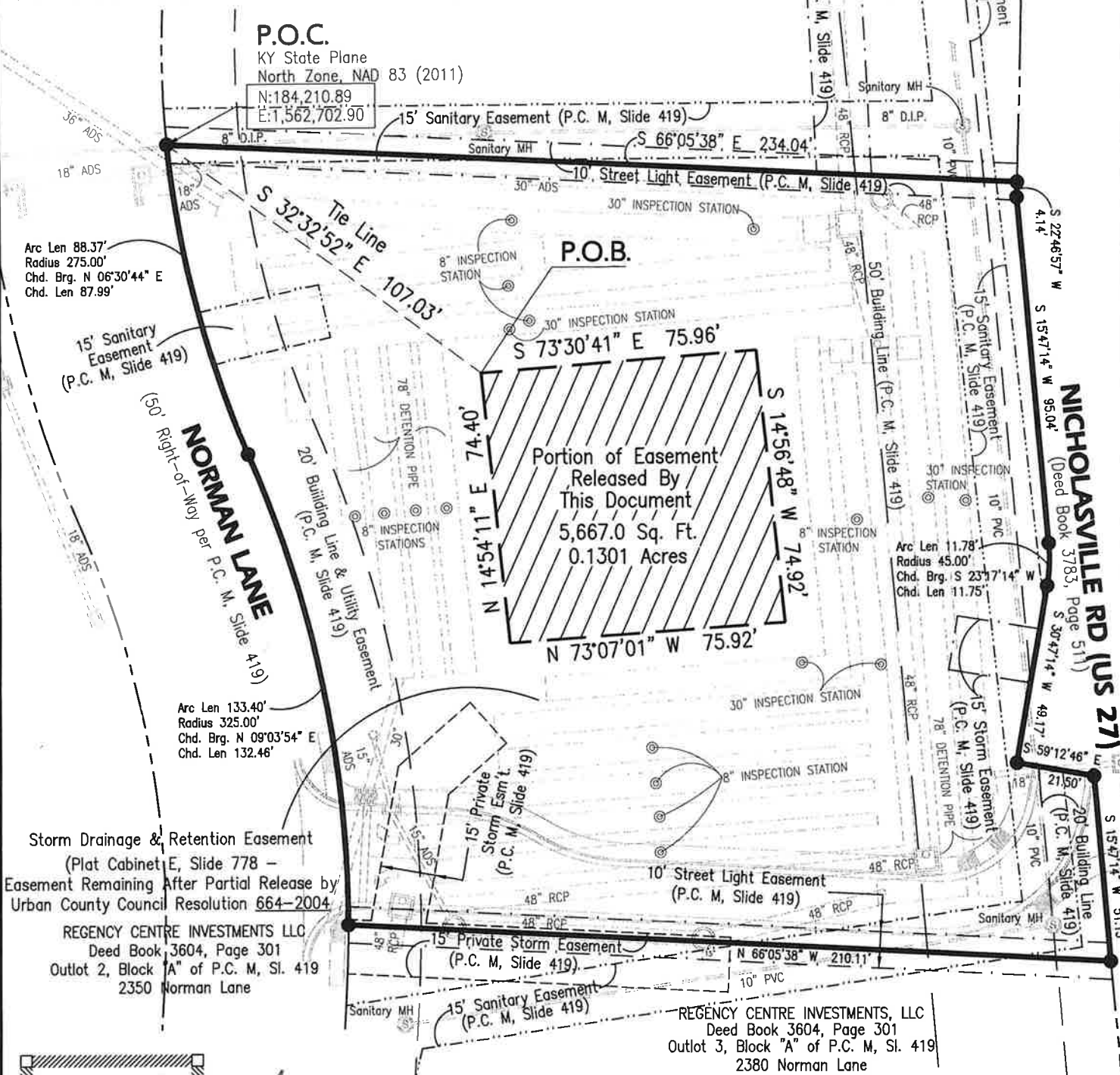
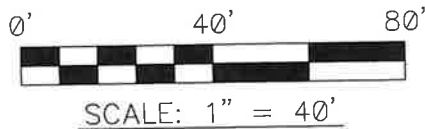
See attached Partial Easement Release plat dated September 7, 2023 prepared by Kevin M. Phillips, PLS (1 page)



VICINITY MAP

SCALE: 1" = 1,500'

REGENCY CENTRE INVESTMENTS, LLC
Deed Book 3604, Page 301
Outlot 1, Block "A" of P.C. M, Sl. 419
2304 Norman Lane

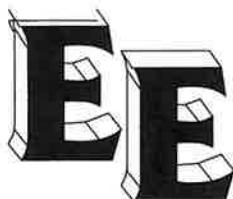


STATE OF KENTUCKY
KEVIN M. PHILLIPS
3350
LICENSED PROFESSIONAL LAND SURVEYOR

[Signature]
09-06-2023

ORIGIN OF BEARINGS AND COORDINATES

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ENDRIS
engineering
771 ENTERPRISE DRIVE
LEXINGTON, KENTUCKY 40510

PARTIAL EASEMENT RELEASE
Webb Properties Unit 1, Block "A", Outlot 2
Plat Cabinet M, Slide 419
2350 Norman Lane
Lexington, Fayette County - Kentucky

JOB NUMBER: 4274



Lexington-Fayette Urban County Government Master

200 E. Main St
Lexington, KY 40507

File Number: 0096-24

File ID: 0096-24

Type: Resolution

Status: Approved

Version: 2

Contract #:

In Control: Urban County
Council

File Created: 01/22/2024

Final Action: 02/01/2024

File Name: Request Council authorization to execute agreement and accept federal funds from the Kentucky State Police Commercial Vehicle Enforcement Division under the Interstate Emphasis Grant in the amount of \$30,000 to improve commercial motor vehicles safety and

Title: A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute an Agreement with the Ky. State Police, Commercial Vehicle Enforcement Div., in order to accept \$30,000 in Federal funds, awarded under the Interstate Emphasis Grant, for the purpose of improving commercial motor vehicles safety and compliance, the acceptance of which does not obligate the Urban County Government to the expenditure of funds, and authorizing the Mayor to transfer unencumbered funds within the Grant Budget. [Div. of Police, Weathers]

Notes:

Sponsors:

Enactment Date: 02/01/2024

Attachments: 24 - Blue Sheet Memo, BA 12777, Docusign
Version_PON2_520_2400001564_1_PO_CNTRCT_
FORM (4), 0096-24 (Interstate Emphasis Grant)
4868-9058-2175 v.1.docx, R-045-2024

Enactment Number: R-045-2024

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	01/30/2024	Approved and Referred to Docket	Urban County Council	02/01/2024		Pass
2	Urban County Council	02/01/2024	Received First Reading	Urban County Council	02/01/2024		
2	Urban County Council	02/01/2024	Suspended Rules for Second Reading				Pass
2	Urban County Council	02/01/2024	Approved				Pass

Text of Legislative File 0096-24

Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute an Agreement with the Ky. State Police, Commercial Vehicle Enforcement Div., in order to accept \$30,000 in Federal funds, awarded under the Interstate Emphasis Grant, for the purpose of improving commercial motor vehicles safety and compliance, the acceptance of which does not obligate the Urban County Government to the expenditure of funds, and authorizing the Mayor to transfer unencumbered funds within the Grant Budget. [Div. of Police, Weathers]

Summary

Authorization to execute an Agreement and accept Federal funds from the Kentucky State Police Commercial Vehicle Enforcement Division Interstate Emphasis Grant in the amount of \$30,000 to improve commercial motor vehicles safety and compliance in alignment with Department of Transportation's Federal Motor Carriers Safety Administrative goals. No match is required. (L0096-24) (Weathers/Armstrong)

Budgetary Implications: Yes

Advance Document Review:

Law: Yes, Completed by Ashleigh Bailey, 1/18/2024

Risk Management: N/A

Fully Budgeted: Budget amendment is in process.

Account Number: 3160-505501-5511-63155

This Fiscal Year Impact: \$30,000

Annual Impact: \$0

Project: KSP_IEG_2024

Activity: FED_GRANT

Budget Reference: 2024

Current Balance: BA in process



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

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

DATE: JANUARY 18, 2024

SUBJECT: Acceptance of Interstate Emphasis Grant for the Division of Police

Request: Council authorization to execute agreement and accept federal funds from the Kentucky State Police Commercial Vehicle Enforcement Division Interstate Emphasis Grant in the amount of \$30,000 to improve commercial motor vehicles safety and compliance in alignment with Department of Transportation's Federal Motor Carriers Safety Administrative goals. No match is required.

Purpose of the Request: The Division of Police has been awarded federal funds from the Kentucky State Police--Commercial Vehicle Enforcement Division in the amount of \$30,000. Kentucky State Police will partner with Lexington Fayette Urban County Government to target unsafe driving of commercial motor vehicles and non-commercial motor vehicles operating unsafely in the immediate vicinity of commercial motor vehicles in areas identified as high crash corridors. Specifically addressing efforts to improve commercial motor vehicles safety and compliance in alignment with Department of Transportation's Federal Motor Carriers Safety Administrations strategic goals.

What is the cost in this budget year and future budget years? \$30,000 has been awarded for Fiscal Year 2024. No matching funds are required. Future years funding dependent upon availability.

Are the funds budgeted? Budget amendment is in process.

File Number: 0096-24

Director/Commissioner: Weathers/Armstrong



LFUCG Budget Amendment Request Form

Requester: Moore,Celia E

Date: 01/22/2024

Status: Pending Approval

Amend Nbr: 12777

Business Unit: LFUCG

Journal Date: 01/22/2024

Budget Period: 2024

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	3160	505501	5511	63155	OT F & P-Unsch Not Pen Eligibl	30,000.00	TPERKINS	KARMSTRO	

▼ Revenue Accounts

[Personalize](#) | [Find](#) | [View All](#) | | First

1 of 1

 Last

	Fund	Dept	Section	Account	Description	Amount	Division	Department	Journal ID
1	3160	505501	5511	44010	Intergovernmental - Federal	30,000.00	TPERKINS	KARMSTRO	

▶ Project/Grant Revenue

▶ Project/Grant Expenditures

Comments:

To establish grant budget for KSP Interstate Emphasis Grant (KSP_IEG_2024).

Net Amend Amt: 0.00

Submit for Approval

Save

Add



Commonwealth of Kentucky

CONTRACT

DOC ID NUMBER:

PON2 520 2400001564

Version: 1

Record Date:

Document Description: Lexington Fayette Urban County Government - Interstate Empha

Cited Authority: FAP111-44-00
Memorandum of Agreement

Reason for Modification:
Issuer Contact:
Name: Jessica Rodgers
Phone: 502-782-1696
E-mail: jessica.rodgers@ky.gov

Vendor Name:
 LEXINGTON FAYETTE URBAN CO GOVERNMENT

Vendor No. KY0033801

200 EAST MAIN STREET

LEXINGTON KY 40507

Vendor Contact
Name: Chad Hancock
Phone: 8592583313
Email: chancock@lexingtonky.gov

Effective From: 02/15/2024

Effective To: 09/30/2024

Line Item	Delivery Date	Quantity	Unit	Description	Unit Price	Contract Amount	Total Price
1		0.00000		Lexington Fayette Urban County Government - Interstate Empha	\$0.000000	\$30,000.00	\$30,000.00

Extended Description:

Kentucky State Police will partner with Lexington Fayette Urban County Government to target unsafe driving of commercial motor vehicles and non-commercial motor vehicles operating unsafely in the immediate vicinity of commercial motor vehicles in areas identified as high crash corridors. Specifically addressing efforts to improve commercial motor vehicles safety and compliance in alignment with Department of Transportation's Federal Motor Carriers Safety Administrations strategic goals.

Shipping Information:	Billing Information:
KSP-Commercial Vehicle Enforcement (CVE) Division 919 Versailles Rd Frankfort KY 40601	KSP-Commercial Vehicle Enforcement (CVE) Division 919 Versailles Rd Frankfort KY 40601

TOTAL CONTRACT AMOUNT: **\$30,000.00**

Memorandum of Agreement Template
Revised January 2023

This Memorandum of Agreement (MOA) is entered into, by and between the Commonwealth of Kentucky, Kentucky State Police ("the Commonwealth") and Lexington Fayette Urban County Government ("the Contractor") to establish an agreement for the performance and administration of the Federal Motor Carrier Safety Assistance Program ("MCSAP")- Interstate Enforcement. The initial MOA is effective from EFFECTIVE DATE February 15, 2024 through September 30, 2024

Federal award identification

1. Subrecipient name (which must match the name associated with its unique entity identifier): Lexington Fayette Urban County Government
2. Subrecipient's unique entity identifier: VM1GLHWXZA96
3. Federal Award Identification Number (FAIN): 69A3602331028MCG0KY.
4. Federal Award Date (see the definition of Federal award date in § 200.1 of this part) of award to the recipient by the Federal agency): September 14, 2022
5. Subaward Period of Performance Start and End Date: February 15, 2024 - September 30, 2024
6. Subaward Budget Period Start and End Date: February 15, 2024 - September 30, 2024
7. Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient: \$30,000.00.
8. Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current financial obligation: \$30,000.00.
9. Total Amount of the Federal Award committed to the subrecipient by the pass-through entity: \$30,000.00.
10. Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA): Motor Carriers Safety Assistance Program (MCSAP) related activities.
11. Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity: United States Department of Transportation, Federal Motor Carrier Safety Administration ("FMCSA"), The Kentucky State Police, Major Emily Horton.
12. Assistance Listings number and Title; the pass-through entity must identify the dollar amount made available under each Federal award and the Assistance Listings Number at time of disbursement: 20.218 Motor Carrier Safety Assistance
13. Identification of whether the award is R & D; Not Applicable.
14. Indirect cost rate for the Federal award (including if the de minimis rate is charged) per § 200.414.
 - a. As required by 2 CFR 200.331(a)(4), the indirect cost rate(s) for this project at the time the agreement is written is zero percent (0%). This rate may change during the term of this Agreement upon notice to the Commonwealth and the Commonwealth's subsequent written approval.
 - b. If the approved rate(s) change(s) during the term of this Agreement, Agency shall invoice the Commonwealth using the current indirect cost rate(s) for the project on file with the Commonwealth at the time the work is performed. If Agency does not have approved indirect cost rate(s) on file with the Commonwealth at the time the work is performed, Agency shall invoice the Commonwealth using a zero percent (0%) rate.

Definitions:

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

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

Scope of Services:

Target unsafe driving of CMV's and non-CMV's operating unsafely in the immediate vicinity of CMV's in areas identified as high crash corridors. Specifically addressing efforts to improve CMV safety and compliance in alignment with DOT FMCSA's strategic goals.

The Commonwealth shall:

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

The Contractor shall:

1. Agree and acknowledge that it possesses the human resources to conduct MCSAP-related activities as specified in 49 CFR 350.

2. Agree and acknowledge as federal funds are involved in this Agreement that it acknowledges and agrees to, as well as certifies compliance with, all provisions contained in Exhibit A attached hereto and incorporated herein.
3. Comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
4. Submit to KSP by April 30, 2024, a CVSP which contains elements set forth in 49 CFR 350.209 through 49 CFR 350.213.
5. Conduct MCSAP activities in accordance with 49 CFR 350, using funds only for the purposes outlined in this Contract. These activities shall be consistent with those put forth in the CVSP.
6. Provide all required financial and programmatic documentation within 30 days of the end of each quarter to allow the Commonwealth to complete all required federal reporting.
7. Agree to program monitoring of its MCSAP activities, including administrative and fiscal functions, within 90 days of the final execution of this MOA.
8. Agree that any MCSAP funds not used by the Contractor shall not be carried forward and shall revert to KSP.
9. Agree that it shall only purchase equipment with MCSAP funds for the operation MCSAP activities that is listed in the Budget section of its CVSP.
10. Agree that if the Contractor ceases participation in MCSAP activities, any equipment purchased with MCSAP funds in excess of \$5,000 shall be returned to KSP.
11. Ensure that all Contractor personnel who engage in activities pursuant to this MOA are trained and certified as required by applicable law, regulation, and policy.
12. Perform the service under this Agreement as a sub-recipient and be exclusively responsible for all costs and expenses related to the employment of individuals to perform the work under this Agreement including, but not limited to, retirement contributions, workers' compensation, unemployment taxes, and state and federal income tax withholdings.
13. Acknowledge and agree that the Commonwealth, the federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records of Contractor, which are directly pertinent to this MOA for the purpose of making audits, examinations, excerpts, and transcripts for a period of three (3) years after final payment. Copies of applicable records shall be made available upon request.
14. Acknowledge and agree as a recipient of grant funds, pursuant to this Agreement with Commonwealth, Contractor assumes sole liability for Contractor's breach of the conditions of the grant, and shall, upon such breach of grant conditions that requires the Commonwealth to return funds to FMCSA, the grantor, hold harmless and indemnify the Commonwealth for an amount equal to the funds received under this Agreement; or if legal limitations apply to the indemnification ability of the Contractor, the indemnification amount shall be the maximum amount of funds available for expenditure, including any available contingency funds or other available non-appropriated funds, up to the amount received under this Agreement.

Pricing:

1. In consideration for the services performed, the Commonwealth agrees to reimburse Contractor, pursuant to its obligations set forth above, an amount not to exceed \$30,000.00, in federal funds for personal services, performing selected enforcement work as described above. No state funds are obligated under this Agreement.
2. The majority of funds shall utilize during this grant period shall be for overtime hours for personnel. Occasionally due to time off during a work week, hours may be calculated at the employee's regular rate. Due to the inability to accurately calculate how many hours of each rank will work regular hours or overtime, a breakdown of rates for personnel for regular and overtime rates is provided below:

Sergeant

Regular Rate	\$40.00
Overtime Rate	\$59.88
Retirement	\$22.07
FICA	\$4.58
Total	\$86.53

Officers

Regular Rate	\$30.00
Overtime Rate	\$44.58
Retirement	\$16.43
FICA	\$ 3.41
Total	\$64.42

3. Payments shall be made through a reimbursement process only, on a quarterly basis unless otherwise specified by the Commonwealth.
4. Contractor shall file claims for reimbursement within 30 days of the end of each quarter with submission of adequate supporting documentation of costs (e.g. payroll runs, invoices, proofs of payment, etc.).
5. Contractor shall submit the final claim for the MOA period within 30 days of the ending date.
6. The Commonwealth will provide payment within thirty (30) days of receipt of a valid invoice, contingent on Contractor's submission of adequate supporting documentation of costs (e.g. payroll runs, invoices, proofs of payment, etc.).
7. Reimbursement shall be based on the Contractor's percentage effort and salary/fringe expenses.
8. No reimbursement of travel expenses will be allowed.
9. The Contractor shall be reimbursed for no spending unless and except as specifically authorized by the specifications of this MOA or authorized in advance and in writing by the Commonwealth.
10. Payments shall also be contingent on the Commonwealth's receipt of Contractor's required reports and a determination by the Commonwealth that the Contractor's services are reasonable and in keeping with the purposes set out in this contract.

Justice & Public Safety Cabinet Terms and Conditions

1. Contractor shall comply at all times with all applicable federal, state, and local laws, regulations, executive orders, and attorney general opinions.
2. Contractor shall report any and all acts and omissions constituting a violation of applicable federal, state, or local laws, policies and procedures, or this Agreement, to the Commonwealth in writing within one (1) business day of the discovery of the violation.
3. To the extent permitted by law, Contractor agrees to indemnify and hold harmless the Commonwealth against any and all claims, losses, demands, obligations, and litigation, including attorneys' fees, that result from or by: (1) goods tendered and services rendered by the Contractor in connection with performance of this Agreement; (2) any and all bad-faith, erroneous, negligent, reckless, and unlawful acts and omissions of the Contractor, its officers, or employees in the performance of this Agreement; (3) the Contractor's creation of a hazardous condition or exacerbation of a pre-existing hazardous condition; (4) the Contractor's publication, translation, reproduction, delivery, performance, use, or disposition, of any data processed under the contract in a manner not authorized by the contract, or by federal or Commonwealth regulations or statutes (5) the Contractor's employment practices during the term of this Agreement; and (6) any failure of the Contractor, its officers, or employees to observe federal, state, and local laws, including but not limited to labor laws and minimum wage laws.
4. Contractor agrees that it will not distribute, divulge, publish, or release any data or information obtained from or owned by the Commonwealth without the prior written approval of the Commonwealth unless compelled to do so by law or by a judicially signed order from a court of competent jurisdiction. Contractor acknowledges that it receives the Commonwealth's data or

information solely for the purposes of this Agreement, and that its receipt of the Commonwealth's data or information in no way creates any ownership interest in the Commonwealth's data or information, unless explicitly provided otherwise within the terms and conditions of this Agreement.

5. The parties agree that they receive all information communicated between them before the execution of this Agreement in strict confidence and that the receiving party, its agents, or employees shall not, without prior written consent of the other party, disclose any such information, subject to Commonwealth of Kentucky and federal disclosure laws.
6. Contractor shall not represent that a working copy, draft, or the finalized version of this Agreement is identical to a previous iteration of this Agreement if the Contractor has made edits since the last iteration. Contractor shall clearly present all edits, either through editing functions in word processing software, or as a list provided contemporaneously with the most recently edited iteration.
7. During the term of this Agreement, Contractor shall be authorized in its sole discretion to discipline, terminate, or take any other personnel action against Contractor personnel. Upon communication by Commonwealth of an issue with Contractor personnel, Contractor shall have the sole authority to take action to effect a solution.
8. In no event shall any person or entity be deemed to be a third-party beneficiary of this Agreement.
9. Contractor acknowledges that the Commonwealth may execute agreements with other vendors for additional or related goods and services that address, interact with, or otherwise regard this Agreement. Contractor shall fully cooperate with such other vendors and vendor personnel, agents, and designees. Contractor shall not commit any act; allow any omission; or permit its personnel, agents, or designees to commit any act or allow any omission that will interfere with the performance of work by any other vendor or any other vendor's personnel, agents, or designees.
10. Each party shall provide a contact to resolve any and all issues related to this Agreement and promptly update the contact information as necessary.
11. All notices under this Agreement shall be given in writing. Electronic mail constitutes a writing.
12. No change, waiver, or discharge of any liability or obligation under this Agreement on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.
13. No party shall assign its respective rights or obligations under this Agreement without prior written consent of the other party. Any purported assignment or delegation in violation of this Agreement is void.
14. The terms and conditions of this Agreement may only be amended by mutual written consent of both parties.
15. This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Kentucky.
16. Contractor agrees that any and all violations of this Agreement may result in the immediate termination of this Agreement.
17. The Commonwealth shall have the right to terminate this Agreement, with or without cause, at any time not to exceed thirty (30) days' written notice sent to Contractor by mail.
18. The parties agree that any claim, action, or lawsuit arising under this Agreement must be brought in Franklin Circuit Court in the Commonwealth of Kentucky, and each party hereby consents to the jurisdiction and venue of such court and waives all objections as to forum non convenience or similar doctrine.
19. If any term or provision or any part of this Agreement is declared invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by the law.
20. The descriptive headings in this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any of the terms and conditions within nor any materials incorporated by reference.
21. No provision of this Agreement shall be construed in favor of or against any party on the ground that such party or its counsel drafted the provision.
22. This Agreement is the final and exclusive agreement between the parties. All prior negotiations and agreements are superseded by this Agreement.

Nothing in this Agreement shall be deemed to waive, or otherwise limit, the rights, privileges, immunities, including sovereign immunity granted under Kentucky Constitution §§ 230 & 231 and the United States Constitution Eleventh Amendment, and matters of defense now available or hereafter made available to the Commonwealth and/or its officers and employees.

EXHIBIT A

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

**Note: the following Federal Award Conditions are provided verbatim from the Federal Motor Carrier Safety Administration Financial Assistance Agreement General Terms and Conditions provided by the United States Department of Transportation. This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions. For purposes of this subaward, within the federal General Terms and Conditions provided by the United States Department of Transportation, "Recipient" refers to the Commonwealth of Kentucky, Kentucky State Police and "Subrecipient" refers to Lexington Fayette Urban County Government. Any condition imposed on the Recipient herein is likewise imposed on the Subrecipient.*

Section 1. Grant Authority

a. Contract Authority.

The Federal Motor Carrier Safety Administration's (FMCSA) authorizing legislation, The Fixing America's Surface Transportation Act [FAST Act], Pub. L.No. 114-94, §5101 (2015) granted FMCSA contract authority. As codified in 49 U.S.C. §31104, the Secretary of Transportation's approval of the grant funds made available imposes a contractual obligation upon the United States for payment of the Government's share of costs in carrying out the grant objectives.

b. Lapse in Appropriations and/or Authorization.

Except in limited circumstances, the absence of FMCSA appropriations and/or authorization prevents the continuation of Federal supervision and support to the performance of a grant. In the absence of such supervision or support, the Recipient may only continue to proceed with its work if (1) the performance of such grant is not incurring obligations from the lapsed appropriations; (2) if continued grant management supervision or support is not critical to the Recipient's continued performance of the work; (3) and FMCSA has approved the continuation of such work. FMCSA will make such determinations in accordance with the Executive Office of the President, Office of Management and Budget, Memorandum "Planning for Agency Operations During a Lapse in Government Funding "(April 7, 2011), and any amendments or updated guidance thereto.

Section 2. Effective Date.

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

Section 3. Electronic Signatures.

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

Section 4. General Requirements.

a. Obligation of Recipient to Comply.

The Recipient understands that by signing the Grant Agreement, the Recipient is agreeing to carry out the approved project plan and the approved budget and to comply with all applicable Federal laws and requirements imposed by the FMCSA concerning special requirements of law, program requirements, and other administrative requirements. This includes, but is not limited to: (1) 49 U.S.C. chapters 311 and 313 (2016), as applicable and denoted in the Notice of Grant Agreement; (2) FAST Act, Pub. L. No. 114-94, §§ 5101 and 5104 (2015), as applicable and denoted in the Notice of Grant Agreement; (3) U.S. Department of Transportation (DOT) regulations; (4) the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. part 200); and (5) the Federal Grant and Cooperative Agreement Act of 1977.

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

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

i. Federal Laws.

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

ii. State or Territorial Law and Local Law.

Except to the extent that a Federal statute or regulation preempts State or territorial law, nothing in this Agreement shall require the Recipient to observe or enforce compliance with any provision thereof, perform any other act, or do any other thing in contravention of any applicable State or territorial law; however, if any of the provisions of this Agreement violate any applicable State or territorial law, or if compliance with the provisions of this Agreement would require the Recipient to violate any applicable State or territorial law, the Recipient agrees to notify the FMCSA immediately in writing in order that FMCSA and the Recipient may make appropriate arrangements to proceed with the Project as soon as possible.

c. Subrecipients.

State Recipients shall follow State law and procedures when awarding and administering subawards to local and Indian tribal governments including 2 C.F.R. § 200.317. All other non-federal entities, including Subrecipients of a State, will follow 2 C.F.R. § 200.318, General procurement standards, through § 200.326, Contract provision, as well as the Standards for Financial and Program Management, at §§ 200.300 through 200.309.

Subrecipient means a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A Subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

d. Subawards.

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

e. Pass-Through Entity.

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

f. Prohibition Against Transferring an Award.

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

Section 5. Internal Controls. The Recipient must:

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

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

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

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

e. Take reasonable measures to safeguard protected personally identifiable information and other

information the Federal awarding agency or pass-through entity designates as sensitive or the non-Federal entity considers sensitive consistent with applicable Federal, state and local laws regarding privacy and obligations of confidentiality.

Section 6. Ethics.

a. Written Code of Ethics.

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

b. Personal Conflict of interest.

The Recipient's code or standards must provide that no employee, officer, board member, or agent of the Recipient may participate in the selection, award, or administration of a contract supported by Federal funds if a real or apparent conflict of interest would be

involved. Such a conflict would arise when any of the parties set forth below has a financial or other interest in the firm selected for award:

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

c. Organizational Conflicts of interest.

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

Section 7. Hatch Act.

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

employees, even if they are otherwise covered by Hatch Act restrictions are free under the Hatch Act to run for partisan office.

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

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

Recipients of subawards in excess of \$100,000 must make the same declarations to the Recipient. With respect to the payment of funds not federally appropriated by the Recipient and

Subrecipients, the Recipient must report to the FMCSA the name and address of each person paid or performing services for which payment is made, the amount paid, and the activity for which the person was paid.

Section 9. Contracting (Federal Standards).

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

Section 10. Notification Requirement.

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

- a. Specify in any announcement of the awarding of the contract for such goods or services the amount of Federal funds that will be used to finance the acquisition; and
- b. Express the said amount as a percentage of the total costs of the planned acquisition.

Section 11. Debarment and Suspension.

The Recipient agrees to obtain certifications on debarment and suspension from its third-party contractors and Subrecipients and otherwise comply with U.S. DOT regulations, Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug-Free Workplace (Grants), 49 C.F.R. part 32. This action of certification shall take place for each federal year, regardless of prior certification completed for a Subrecipient or contractor.

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

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

Section 13. Participation by Small Business Concerns Owned and Controlled by Socially and

Economically Disadvantaged Individuals.

FMCSA encourages the Recipient to utilize small business concerns owned and controlled by socially and economically disadvantaged individuals (as that term is defined for other DOT agencies in 49 C.F.R. part 26) in carrying out the Project.

Section 14. Records Retention.

a. Requirement to Retain Records.

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

b. Access to Recipient and Subrecipient Records.

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

Section 15. Audit and Inspection.

a. Inspector General Act of 1978.

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

b. Single Audit Act Amendments of 1996.

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

c. Other Audit Requirements.

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

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

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

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

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

Section 16. Responsibility for Reporting Fraudulent Activity, Waste, and Abuse.

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

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

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

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

Section 17. Budget and Finance.

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

Prior Approval means written permission provided by an FMCSA authorized official in advance of an act that would result in either (1) the obligation or expenditure of funds or (2) the performance or modification of an activity under the grant-supported project where such approval is required. Prior approval must be obtained in writing from the designated Grants Management Officer or FMCSA authorized official for the grant involved. Documentation of the approved budget on the Notice of Grant Award constitutes prior approval. Prior approval applies for the performance of activities and expenditure of funds as described in the grant application, unless otherwise restricted by the terms and conditions of the Agreement.

In accordance with 2 C.F.R. § 200.407 and § 200.308, the Recipient must obtain prior, written approval from FMCSA before making any revisions to the approved project budget and/or project plan: (1) extending the project period of the grant beyond the project period end date specified in the most recent revision of the Agreement; (2) that would require any transfer of funds between Standard Form (SF) 424A (direct-cost budget categories) cumulatively greater than ten percent of the total approved project

budget; or (3) that require the addition of expenditures for items or services not approved in the original project plan. Examples include: increased cost of equipment purchased; sub awarding, transferring or contracting out of any work under a Federal award not included in the original approved budget; or a first-time request to recover indirect costs.

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

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

The Recipient agrees to establish and maintain for the Project either a separate set of accounts or accounts within the framework of an established accounting system, in a manner consistent with 2 C.F.R. § 200.302. Consistent with the provisions of 2 C.F.R. § 200.305, the Recipient agrees to record in the Project Account, and deposit in a financial institution all Project payments received by it from FMCSA pursuant to this Agreement and all other funds provided for, accruing to, or otherwise received because the Project (Project Funds). The Recipient is encouraged to use financial institutions owned at least 50 percent by minority group members.

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

Section 18. Payments.

a. Request by the Recipient for Payment.

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

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

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

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

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

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

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

b. Delphi Invoicing System for DOT Financial Assistance Awardees.

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

The following are the procedures for accessing and utilizing the Delphi Invoicing System.

i. Grant Recipient Requirements.

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

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

ii. System User Requirements.

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

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

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

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

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

E. Waivers.

DOT Financial Management officials may, in highly limited circumstances and on a case-by-case basis,

waive the requirement to register and use the electronic grant payment system. Waiver request forms can be obtained on the DOT eInvoicing website <https://www.transportation.gov/cfo/delphi-einvoicing-system> or by contacting FMCSA.

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

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

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

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

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

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

d. Other Payment Information.

The Recipient agrees to adhere to and impose on its Subrecipients all applicable foregoing "Payment by FMCSA" requirements of this Agreement. If the Recipient fails to adhere to the foregoing "Payment by FMCSA" requirements of this Agreement, FMCSA may revoke the portion of the Recipient's funds that has not been expended.

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

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

f. Reimbursable Costs.

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

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

ii. Be necessary to accomplish the Project;

iii. Be reasonable for the goods or services purchased;

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

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

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

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

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

vii. Be satisfactorily documented; and

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

g. Indirect Costs.

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

Indirect costs will not be reimbursed without documentation of an approved indirect cost rate from the Recipient's cognizant agency; however, a Recipient or Subrecipient that has never had a negotiated indirect cost rate may elect to charge a de minimis rate of 10% of modified total direct costs (MTDC) which may be used indefinitely, without documentation. If chosen, this methodology once elected must be used consistently for all Federal awards until such time as a non-Federal entity chooses to negotiate for a rate, which the non-Federal entity may apply to do at any time

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

The Recipient must obtain prior approval through formal amendment in order to recover indirect costs at an approved rate higher than the place holder indirect cost rate if the cumulative amount of such transfer exceeds or is expected to exceed 10 percent of the total approved budget.

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

The cognizant agency for indirect costs may allow for a one-time extension of the current indirect cost

rate of up to four years without further negotiation of a federally approved indirect cost rate. If the cognizant agency permits any one-time extension, the Recipient is locked in with that indirect cost rate until the end of the approved extension.

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

- i. The Recipient receives prior written approval from the FMCSA before the effective date of the grant agreement;
- ii. The costs are necessary to conduct the project; and
- iii. The costs would be allowable under the grant, if awarded.

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

Recipient understands that the incurrence of pre-award costs in anticipation of an award is taken at the Recipient's risk and imposes no obligation on FMCSA to make the award or to increase the amount of the approved budget if (1) there is no award subsequently made; (2) an award is made for less than anticipated and is inadequate to cover the pre-award costs incurred; or (3) there are inadequate appropriations.

i. **Disallowed Costs.**

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

- i. Any Project costs incurred by the Recipient before the effective date of this Agreement, or amendment or modification thereof, whichever is later, unless otherwise permitted by Federal Law or regulation, or unless an authorized representative of FMCSA states in writing to the contrary;
- ii. Any costs incurred by the Recipient that are not included in the latest approved Project Budget; and
- iii. Any costs attributable to goods or services received under a contract or other arrangement that is required to be, but has not been, concurred with or approved in writing by FMCSA.

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

Section 19. **Program Income.**

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

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

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

Recipients agree to use the Program income in accordance with 2 C.F.R. §§ 200.305(b)(5) 200.307 for State, local government, nonprofit organizations and Indian tribal recipients and subrecipients.

Section 20. Reports.

a. Performance Progress Reports.

The Recipient will submit, at a minimum, quarterly performance progress reports and a final performance progress report at the completion of the award (within 90 days after) to the agency point of contact listed in the award document. Recipient must submit all performance progress report forms required by FMCSA. These reports will cover the period: January 1 -March 31, April 1-June 30, July 1- September 30, and October 1- December 31. The Recipient shall furnish one (1) copy of a quarterly performance progress report to the district office and respective Grant Manager, on or before the thirtieth (30th) calendar day of the month following the end of the quarter being reported. Each quarterly report shall set forth concise statements concerning activities relevant to the Project, and shall include, but not be limited to, the following:

- i. An account of significant progress (findings, events, trends, etc.) made during the reporting period;
- ii. A description of any technical and/or cost problem(s) encountered or anticipated that will affect completion of the grant within the time and fiscal constraints as set forth in this Agreement, together with recommended solutions or corrective action plans (with dates) to such problems, or identification of specific action that is required by the FMCSA, or a statement that no problems were encountered;
- iii. An outline of work and activities planned for the next reporting period; and
- iv. A status update/resolution for all outstanding findings from program reviews and/or audits.

b. Quarterly Financial Status Reports.

The Recipient shall furnish one (1) copy of a quarterly financial status report to the division, and one (1)

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

Section 21. Non-Discrimination.

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

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 Stat. 252), which prohibits discrimination on the basis of race, color, or national origin, as implemented by 49 C.F.R. § 21.1 et seq. and 49 C.F.R. § 303;
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324, et seq.), which prohibits discrimination on the basis of sex;
- Title IX of the Education Amendments of 1972, as amended, (20 U.S.C. § 1681 et seq.), which prohibits discrimination on the basis of sex in education programs or activities, as implemented by 49 C.F.R. § 25.1 et seq.;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), which prohibits discrimination on the basis of age;
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, which prohibits discrimination on the basis of disability and 49 C.F.R. part 27;
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 - 12189), as implemented by Department of Justice regulations at 28 C.F.R. parts 35 and 36, and Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Civil Rights Restoration Act of 1987, (102 Stat. 28.), "which restore[d] the broad scope of coverage and to clarify the application of title IX of the Education Amendments of 1972, section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and title VI of the Civil Rights Act of 1964.";
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which prohibits discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting Department of Transportation guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP);
- Title VII of the Civil Rights Act of 1964, as amended, (42 U.S.C. § 2000e et seq., 78 Stat. 252), which prohibits discrimination in employment on basis of race, color, national origin, religion, or disability, as implemented by 29 C.F.R. § 1601.1, et seq.
- The Recipient also agrees to comply with the FMCSA Standard Title VI/Non- Discrimination Assurances (DOT Order No. 1050.2A).

Section 22. Executive Order on Equal Opportunity Related to Contracts.

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

The Recipient agrees to incorporate in all contracts having a value of over \$10,000, the provisions requiring compliance with Executive Order 11246, as amended, and implementing regulations of the

United States Department of Labor at 41 C.F.R. part 60, the provisions of which, other than the standard EEO clause and applicable goals for employment of minorities and women, may be incorporated by reference.

The Recipient agrees to ensure that its contractors and subcontractors, regardless of tier, awarding contracts and/or issuing purchase orders for material, supplies, or equipment over \$10,000 in value will incorporate the required EEO provisions in such contracts and purchase orders.

Section 23. Employment Policies.

The Recipient further agrees that its own employment policies and practices will be without discrimination based on race, color, religion, sex, national origin, disability or age; and that it has an affirmative action plan (AAP) consistent with the Uniform Guidelines on Employee Selection Procedures, 29 C.F.R. § 1607, and the Affirmative Action Guidelines, 29 C.F.R. § 1608. The applicant/Recipient shall provide the AAP to FMCSA for inspection or copy upon request.

Section 24. Property.

a. General.

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

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

b. Use of Project Property.

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

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

c. Maintenance.

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

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

d. Records.

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

e. Incidental Use.

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

f. Encumbrance of Project Property.

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

ii. The Non-State Recipient agrees to maintain satisfactory continuing control of Project property as follows:

A. Written Transactions.

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

B. Oral Transactions.

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

C. Other Actions.

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

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

g. Transfer of Project Property.

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

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

A. Transfers.

The Non-State Recipient may transfer any Project property financed with Federal assistance authorized under 49 U.S.C. chapter 53 to a public body to be used for any public purpose with no further obligation to the Federal Government, provided the transfer is approved by the FMCSA Administrator and conforms with the requirements of 49 U.S.C. §§ 5334(h)(1) and (2). Any leasing or rental of equipment purchased by federal funds or state match/cost sharing, during the period of performance will be considered program income and will be managed, expended, and reported per 2 C.F.R. § 200.307.

B. Federal Government Direction.

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

h. Leasing Project Property to Another Party.

If the Non-State Recipient leases any Project property to another party, the Non-State Recipient agrees to retain ownership of the leased Project property, and assure that the lessee will use the Project property appropriately, either through a written lease between the Non-State Recipient and lessee, or another similar document.

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

i. Disposition of Project Property.

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

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

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

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

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

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

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

cost of the property. The Non-State Recipient agrees that the fair market value of Project property prematurely withdrawn from use will be calculated as follows:

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

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

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

j. **Financial Obligations to the Federal Government.**

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

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

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

k. **Insurance Proceeds.**

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

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

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

1. **Transportation of Hazardous Materials.**

The Recipient agrees to comply with applicable requirements of U.S. Pipeline and Hazardous Materials Safety Administration regulations, "Shippers - General Requirements for Shipments and Packagings," 49

C.F.R. part 173, in connection with the transportation of any hazardous materials.

m. Misused or Damaged Project Property.

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

n. Responsibilities after Project Closeout.

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

Section 25. Davis-Bacon Act Requirements.

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

Section 26. Environmental Requirements.

The Recipient agrees to comply, as applicable, 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).

Section 27. Government Rights (Unlimited).

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

a. Patent Rights.

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

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

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

b. Data Rights.

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

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

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

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

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

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

iv. Unless prohibited by State law, the Recipient agrees to indemnify, save and hold harmless FMCSA, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Recipient of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction,

delivery, use, or disposition of any data furnished under this Agreement. The Recipient shall not be required to indemnify FMCSA for any such liability arising out of the wrongful acts of employees or agents of FMCSA.

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

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

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

c. Acknowledgment or Support and Disclaimer.

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

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

ii. All Recipient publications must also contain the following:

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

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

Section 28. Drug Free Workplace.

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

Section 29. Background Screening.

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

Section 30. Site Visits.

FMCSA, through its authorized representatives, has the right, at all reasonable times, to make site visits to review Project accomplishments and management control systems and to provide such technical assistance as may be required. If any site visit is made by FMCSA on the premises of the Recipient, Subrecipient, or contractor under this Agreement, the Recipient shall provide and shall require its Subrecipients or contractors to provide, all reasonable facilities and assistance for the safety and convenience of FMCSA representatives in the performance of their duties. All site visits and evaluations shall be performed in such a manner as will not unduly delay work being conducted by the Recipient, Subrecipient, or subcontractor.

Section 31. Liability.

The Recipient acknowledges it is responsible for any act or omission of Recipient or Subrecipient, its officers, contractors, employees, or members, participants, agents, representatives, as appropriate, arising out of or in any way connected to activities authorized pursuant to this Agreement.

The Recipient acknowledges that FMCSA is not responsible for any act or omission of Recipient or Subrecipient, its officers, contractors, employees, or members, participants, agents, representatives, as appropriate, arising out of or in any way connected to activities authorized pursuant to this Agreement. This provision shall survive the expiration or termination of this Agreement.

Section 32. Right of FMCSA to Terminate Agreement.

a. General Right to Suspend or Terminate Assistance Agreement.

Upon written notice, the Recipient agrees that FMCSA may suspend or terminate all or part of the financial assistance provided herein if the Recipient has violated the terms of the Grant Agreement or these Provisions and Assurances, or if FMCSA determines that the purposes of the statute under which the Project is authorized would not be adequately served by continuation of Federal financial assistance for the Project. Any failure to make reasonable progress on the Project or other violation of this Agreement that significantly endangers substantial performance of the Project shall provide sufficient grounds for FMCSA to terminate this Agreement. The Recipient agrees to give the Federal Motor Carrier Safety Administration at least 90 days' notice of its intention to terminate this agreement.

b. Financial Obligations of the Government.

In general, termination of any financial assistance under this Agreement will not invalidate obligations properly incurred by the Recipient and concurred by FMCSA before the termination date; to the extent those correctly accrued obligations cannot be cancelled. However, if FMCSA determines that the Recipient has willfully misused Federal assistance funds by failing to make adequate progress, failing to make reasonable use of the Project property, facilities, or equipment, or failing to adhere to the terms of this Agreement, meet required match/cost sharing or maintenance of effort (MOE) levels, FMCSA reserves the right to require the Recipient to refund the entire amount of FMCSA funds provided under this Agreement or any lesser amount as may be determined by FMCSA.

c. De-obligation of Funds.

FMCSA reserves the right to unilaterally de-obligate any remaining grant or cooperative agreement funds due to the time elapsed since the effective date, lack of payment vouchers from the Recipient, lack of plans to expend funds based on this grant, failure to provide quarterly progress reports, or other such determination made by FMCSA. If FMCSA takes action to deobligate funds, a grant amendment/modification must be in place.

Section 33. Project Completion, Settlement, and Closeout.

a. Project Completion.

Within 90 days of the Project completion date or termination by FMCSA, the Recipient agrees to submit a final SF-425, Federal Financial Report, a certification or summary of Project expenses, and third-party audit reports, as applicable.

b. Remittance of Excess Payments.

If FMCSA has made payments to the Recipient in excess of the total amount of FMCSA Federal funding due to cover accumulated expenses, the Recipient agrees to promptly remit that excess and interest as may be required by the "Payment by FMCSA" section of this Attachment.

c. Project Closeout.

Project closeout, as defined in 2 C.F.R. § 200.16, occurs when all required Project work and all administrative procedures described in 2 C.F.R. § 200.343, as applicable, have been completed, and when FMCSA notifies the Recipient and forwards the final Federal assistance payment, or when FMCSA acknowledges the Recipient's remittance of the proper refund amount. Project closeout shall not invalidate any continuing obligations imposed by allowable, allocable, and reasonable costs on the Recipient by this Agreement that supports the project plan(s) or by the FMCSA's final notification or acknowledgment, if it occurs within the period of performance.

Section 34. Severability.

If any provision of this Agreement is held invalid, all remaining provisions of this Agreement shall continue in full force and effect to the extent not inconsistent with such holding.

Section 35. Entire Agreement and Amendments.

This Agreement constitutes the entire agreement between the parties. All prior discussions and understandings concerning such scope and subject matter are superseded by this Agreement.

Any modification not specifically permitted by this agreement requires an Amendment. These modifications may be made only in writing, signed by each party's authorized representative, and specifically referred to as an Amendment to this Agreement. Electronic signatures are binding. However, retroactive modifications to the project plan(s) or any aspects of the budget will not be approved.

Section 36. Use of Information Obtained.

Information obtained under this agreement may only be used by the Recipient to accomplish the project plan under this agreement.

Any information obtained or exchanged between FMCSA and the grant Recipient, to carry out each party's responsibility under this agreement and project plan, shall not be released by the Recipient to any third-party without the written permission of FMCSA.

Recipient shall ensure that all its employees authorized to access FMCSA data and information systems sign and submit information technology user agreements provided by FMCSA.

Section 37. Miscellaneous Provisions.

a. Prohibition on Human Trafficking.

The Recipient agrees to comply, as applicable, with the provisions of Section 7104(g) of the Trafficking Victims Protection Act of 2000, 22 U.S.C. § 7104 as amended.

b. Wild and Scenic Rivers Act of 1968.

The Recipient agrees to comply, as applicable, with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

c. Fly America Act.

The Recipient shall comply with the provisions of the Fly America Act, 49 U.S.C. § 401 18.

d. Criminal and Prohibited Activities.

The Recipient will adhere to the Program Fraud Civil Remedies Act, 31 U.S.C. § 3801- 3812, which provides for the imposition of civil penalties against persons who make false, fictitious, or fraudulent claims to the Federal Government for money. Recipient will also adhere to the False Statements Act, 18 U.S.C. §§ 287 and 1001 which provides that whoever makes or presents any false, fictitious or fraudulent statements, representation, or claims against the United States shall be subject to imprisonment of not more than 5 years and shall be subject to a fine in the amount provided by 18 U.S.C. § 287. Recipient shall also adhere to the False Claims Act, 31 U.S.C. § 3729, which provides that suits under this act can be brought by the Government or a person on behalf of the Government, for false claims under the Federal assistance programs. Recipient shall also adhere to the Copeland "Anti- Kickback" Act, 18 U.S.C. § 874 and 40 U.S.C. § 3145, which prohibits a person or organization engaged in a federally supported project from enticing an employee working on the project from giving up a part of his compensation under an employment contract.

Section 38. Laptop Encryption.

All laptops used by Recipients, Subrecipients, and contractors in carrying out the Recipient 's project plan, which contain FMCSA-related data, including sensitive information and Personally Identifiable Information (PII), must be encrypted to the same standards utilized by FMCSA. The FMCSA encryptions standards prescribe whole disk encryption (FOE), which requires software or hardware to encrypt all data on a disk, including the partition tables, whole physical disk, master boot record, and available files. FMCSA requires that each Recipient who utilizes FMCSA sensitive information or PII complete installation of FOE on all laptop computers as soon as practicable, but no later than thirty (30) days from the execution of this agreement and prior to using the laptop to access FMCSA data systems or store FMCSA related data.

Section 39. Adaptability to Climate Changes.

If the grant is to be used to place equipment or temporary facilities, modify structures, or to alter existing infrastructure, the recipient is required to assess the ability for the equipment, modifications, or alterations to withstand current and future climatic conditions, including potential changes in climatic conditions. The recipient shall use the best-available peer reviewed studies and science to determine the potential climatic conditions the equipment, modifications or alterations may experience over the life-cycle of the equipment, modification or alteration funded by the grant. The recipient can rely on existing Federal Highway Administration suggestions or guidelines for placing infrastructure, or on other federally-issued guidance on assessing potential impacts of climate change.

Section 40. provisions.

Commercial Vehicle Information Systems and Networks (CVISN)

The following provisions apply where applicable.

a. Compliance with the National ITS Architecture.

The recipient will ensure that Innovative Technology Deployment (ITD) activities, such as hardware procurement, software and system development, infrastructure modifications, etc., are consistent with the National ITS and commercial motor vehicle information and systems architectures and available standards and promote interoperability and efficiency to the extent practicable and required by law.

b. Interoperability.

For implementing ITD capabilities, the recipient will complete interoperability tests and ensure architectural conformance throughout the life of the project. Perform pairwise and end-to-end tests to demonstrate conformance with the standards and interoperability, verify that interfaces between selected products/systems meet the applicable standards, verify dataflow and data usage among the products/systems.

c. Independent Evaluation.

The FMCSA may conduct an independent evaluation of the effectiveness of the project in achieving Federal and State program goals. The independent evaluation will be conducted using existing Federal resources. Participants of projects that are selected for independent evaluations shall cooperate with the independent evaluators and participate in evaluation planning and progress review meetings to ensure a mutually acceptable, successful implementation of the independent evaluation. The FMCSA may contract with one or more independent evaluation contractor(s) to evaluate the projects.

d. Dedicated Short-Range Communications.

If applicable, the State shall also require that its contractors only install Dedicated Short Range Communications (DSRC) equipment that is interoperable and compatible at layers 1 and 2 of the Open Systems Interconnect Reference Model with equipment in operation on the North American Preclearance and Safety System and the Heavy Vehicle Electronic License Plate Inc.'s PrePass™ System deployments as well as the International Border Crossing Operational Tests, based upon on ASTM Draft 6, dated February 23, 1996.

Section 41. Federal Funding Accountability and Transparency Act.

The Federal Funding Accountability and Transparency Act (FFATA) of 2006 (Public Law 109- 282) requires for each Federal award of \$25,000 or more that OMB create a searchable, no cost, publicly accessible website(<http://usaspending.gov/>) that includes basic information about the recipient and the project being funded. The Government Funding Transparency Act of 2008 (Public Law 110-252) amended FFATA, requiring recipients to report certain information about themselves and their first tier Subrecipient awards obligated as of October 1, 2010. Prime grant recipients/awardees of new non-Recovery Act federally funded grants and cooperative agreements of \$25,000 or more awarded on or after October 1, 2010 are subject to FFATA reporting, sub-award reporting requirements and executive compensation reporting requirements as outlined in the Office of Management and Budgets guidance issued August 27, 2010. The prime awardee is required to file a FFATA sub-award report by the end of the month following the month in which the prime recipient awards any sub-grant greater than or equal to \$25,000.

Section 42. Executive Order 13513.

Executive Order 13513 (E.O. 13513) requires each Federal agency to encourage contractors, subcontractors, and grant and cooperative agreement recipients and subrecipients to adopt and enforce policies that ban text messaging while driving company-owned or -rented vehicles or Government Owned Vehicles, or while driving Personally Owned Vehicles when on official Government business or when performing any work for or on behalf of the Government. To further the requirement of encouraging such policies, the FMCSA encourages recipients to consider new rules and programs, reevaluate existing programs to prohibit text messaging while driving, and conduct education, awareness, and other outreach for employees about the risks associated with texting while driving. These initiatives should encourage

voluntary compliance with the recipient agency's text messaging policy while off duty. For the purposes of these Grant Provisions and Assurances and pursuant to E.O. 13513, the following definitions apply:

"Texting" or "Text Messaging" means reading from or entering data into any handheld or other electronic device, including for the purpose of SMS texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication.

"Driving" means operating a motor vehicle on an active roadway with the motor running, including while temporarily stationary because of traffic, a traffic light or stop sign, or otherwise. It does not include operating a motor vehicle with or without the motor running when one has pulled over to the side of, or off, an active roadway and has halted in a location where one can safely remain stationary.

Section 43. Certification.

The Recipient certifies that the statements it made in the grant application are true and correct, and Recipient understands that any false statements made as part of these certifications can be prosecuted.

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Memorandum of Agreement Standard Terms and Conditions
Revised January 2023

1.00 Effective Date

All Memorandum of Agreements are not effective until the Secretary of the Finance and Administration Cabinet or his authorized designee has approved the agreement and until the agreement has been submitted to the government contract review committee. However, in accordance with KRS 45A.700, memoranda of agreement in aggregate amounts of \$50,000 or less are exempt from review by the committee and need only be filed with the committee within 30 days of their effective date for informational purposes.

KRS 45A.695(7) provides that payments on personal service contracts and memoranda of agreement shall not be authorized for services rendered after government contract review committee disapproval, unless the decision of the committee is overridden by the Secretary of the Finance and Administration Cabinet or agency head, if the agency has been granted delegation authority by the Secretary.

2.00 EEO Requirements

The Equal Employment Opportunity Act of 1978 applies to All State government projects with an estimated value exceeding \$500,000. The contractor shall comply with all terms and conditions of the Act.

3.00 Cancellation Clause

Both parties shall have the right to terminate and cancel this contract at any time not to exceed thirty (30) days' written notice served on the Contractor by registered or certified mail.

4.00 Funding Out Provision

The state agency may terminate this agreement if funds are not appropriated to the contracting agency or are not otherwise available for the purpose of making payments without incurring any obligation for payment after the date of termination, regardless of the terms of the agreement. The state agency shall provide the Contractor thirty (30) calendar day's written notice of termination of the agreement due to lack of available funding.

5.00 Reduction in Contract Worker Hours

The Kentucky General Assembly may allow for a reduction in contract worker hours in conjunction with a budget balancing measure for some professional and non-professional

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service contracts. If under such authority the agency is required by Executive Order or otherwise to reduce contract hours, the agreement will be reduced by the amount specified in that document. If the contract funding is reduced, then the scope of work related to the contract may also be reduced commensurate with the reduction in funding. This reduction of the scope shall be agreeable to both parties and shall not be considered a breach of contract.

6.00 Access to Records

The state agency certifies that it is in compliance with the provisions of KRS 45A.695, "Access to contractor's books, documents, papers, records, or other evidence directly pertinent to the contract." The Contractor, as defined in KRS 45A.030, agrees that the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this agreement for the purpose of financial audit or program review. The Contractor also recognizes that any books, documents, papers, records, or other evidence, received during a financial audit or program review shall be subject to the Kentucky Open Records Act, KRS 61.870 to 61.884. Records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent to the agreement and shall be exempt from disclosure as provided in KRS 61.878(1)(c).

7.00 Violation of tax and employment laws

KRS 45A.485 requires the Contractor and all subcontractors performing work under the contract to reveal to the Commonwealth any final determination of a violation by the Contractor within the previous five (5) year period of the provisions of KRS chapters 136, 139, 141, 337, 338, 341, and 342. These statutes relate to corporate and utility tax, sales and use tax, income tax, wages and hours laws, occupational safety and health laws, unemployment insurance laws, and workers compensation insurance laws, respectively. Disclosure of any violations is required prior to the award of any state contract and throughout the duration the contract.

Failure to disclose violations, shall be grounds for the Commonwealth's disqualification of a contractor or subcontractor from eligibility for future state contracts for a period of two (2) years.

To comply with KRS 45A.485, the Contractor and all subcontractors performing work

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under this contract shall report any such final determination(s) of any violation(s) within the previous five (5) years to the Commonwealth by providing a list of the following information regarding any violation(s): (1) specific KRS violated, (2) date of any final determination of a violation, and (3) state agency which issued the final determination.

A list of any disclosures made prior to award of a contract shall be attached to the contract.

The Contractor affirms that it has not violated any of the provisions of the above statutes within the previous five (5) year period, aside from violations explicitly disclosed and attached to this contract. Contractor further affirms that it will (1) communicate the above KRS 45A.485 disclosure requirements to any subcontractors and (2) disclose any subcontractor violations it becomes aware of to the Commonwealth.

8.00 Discrimination

This section applies only to agreements disbursing federal funds, in whole or part, when the terms for receiving those funds mandate its inclusion. Discrimination (because of race, religion, color, national origin, sex, sexual orientation, gender identity, age, or disability) is prohibited. During the performance of this agreement, the Contractor agrees as follows:

The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex, sexual orientation, gender identity or age. The Contractor further agrees to comply with the provisions of the Americans with Disabilities Act (ADA), Public Law 101-336, and applicable federal regulations relating thereto prohibiting discrimination against otherwise qualified disabled individuals under any program or activity. The Contractor agrees to provide, upon request, needed reasonable accommodations. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability. Such action shall include, but not be limited to the following; employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensations; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

In all solicitations or advertisements for employees placed by or on behalf of the Contractor, the Contractor will, state that all qualified applicants will receive consideration

	Document Description	Page 37
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Approvals

This contract is subject to the terms and conditions stated herein. By affixing signatures below, the parties verify that they are authorized to enter into this contract and that they accept and consent to be bound by the terms and conditions stated herein. In addition, the parties agree that (i) electronic approvals may serve as electronic signatures, and (ii) this contract may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single contract.

1st Party:

Signature

Title

Printed Name

Date

2nd Party:

Signature

Title

Printed Name

Date

Other Party:

Signature

Title

Printed Name

Date

Approved as to form and legality:

Attorney

RESOLUTION NO. _____ - 2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT WITH THE KENTUCKY STATE POLICE, COMMERCIAL VEHICLE ENFORCEMENT DIVISION, IN ORDER TO ACCEPT \$30,000.00 IN FEDERAL FUNDS, AWARDED UNDER THE INTERSTATE EMPHASIS GRANT, FOR THE PURPOSE OF IMPROVING COMMERCIAL MOTOR VEHICLES SAFETY AND COMPLIANCE, THE ACCEPTANCE OF WHICH DOES NOT OBLIGATE THE URBAN COUNTY GOVERNMENT TO THE EXPENDITURE OF FUNDS, AND AUTHORIZING THE MAYOR TO TRANSFER UNENCUMBERED FUNDS WITHIN THE GRANT BUDGET.

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

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute an agreement with the Kentucky State Police, Commercial Vehicle Enforcement Division, in order to accept federal funds in the amount of \$30,000.00, awarded under the Interstate Emphasis Grant for the purpose of improving commercial motor vehicles safety and compliance, the acceptance of which does not obligate the Urban County Government to the expenditure of funds.

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

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

PASSED URBAN COUNTY COUNCIL:

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL
0096-24:ANB:4868-9058-2175, v. 1

RESOLUTION NO. 045 - 2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT WITH THE KENTUCKY STATE POLICE, COMMERCIAL VEHICLE ENFORCEMENT DIVISION, IN ORDER TO ACCEPT \$30,000.00 IN FEDERAL FUNDS, AWARDED UNDER THE INTERSTATE EMPHASIS GRANT, FOR THE PURPOSE OF IMPROVING COMMERCIAL MOTOR VEHICLES SAFETY AND COMPLIANCE, THE ACCEPTANCE OF WHICH DOES NOT OBLIGATE THE URBAN COUNTY GOVERNMENT TO THE EXPENDITURE OF FUNDS, AND AUTHORIZING THE MAYOR TO TRANSFER UNENCUMBERED FUNDS WITHIN THE GRANT BUDGET.

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

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute an agreement with the Kentucky State Police, Commercial Vehicle Enforcement Division, in order to accept federal funds in the amount of \$30,000.00, awarded under the Interstate Emphasis Grant for the purpose of improving commercial motor vehicles safety and compliance, the acceptance of which does not obligate the Urban County Government to the expenditure of funds.

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

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

PASSED URBAN COUNTY COUNCIL: February 1, 2024


MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL
0096-24:ANB:4868-9058-2175, v. 1



Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0097-24

File ID: 0097-24

Type: Resolution

Status: Approved

Version: 2

Contract #: 073-2024

In Control: Urban County
Council

File Created: 01/22/2024

Final Action: 02/15/2024

File Name: Request Council authorization to execute agreement in the amount of \$83,619 with the University of Kentucky Research Foundation (UKRF) for the provision of evaluation services for the Community Paramedicine Overdose Outreach Lexington (CPOOL) under the Co

Title: A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute an Agreement with the University of Ky. Research Foundation (UKRF) for the provision of evaluation services for Community Paramedicine Overdose Outreach Lexington (CPOOL), for the Div. of Fire and Emergency Services, under the Comprehensive Opioid, Stimulant, and Substance Use Program, from the Dept. of Justice Bureau of Justice Assistance Grant Program, at a cost not to exceed \$83,619, and further authorizing the Mayor to execute any documents related to future renewals of such Agreement, subject to sufficient funds being appropriated in future fiscal years. [Div. of Fire and Emergency Services, Wells]

Notes: Stamped and filed in the CCO. Returned to Tammy James via IOM 3/28/2024. MS

Talked to Seth Lockard and this second ESA does go with these contracts. Stamped and filed in the CCO. Returned to him 4/11/2024. MS

Sponsors:

Enactment Date: 02/15/2024

Attachments: 24 - Blue Sheet Memo UKRF Agreement, CDAR Budget COSSAP 2023, 0097-24 (CPOOL) 4855-2599-1839 v.1.docx, R-057-2024, Contract #073-2024, Contract #073-2024

Enactment Number: R-057-2024

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	01/30/2024	Approved and Referred to Docket	Urban County Council	02/01/2024		Pass
2	Urban County Council	02/01/2024	Received First Reading	Urban County Council	02/15/2024		

Text of Legislative File 0097-24**Title**

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute an Agreement with the University of Ky. Research Foundation (UKRF) for the provision of evaluation services for Community Paramedicine Overdose Outreach Lexington (CPOOL), for the Div. of Fire and Emergency Services, under the Comprehensive Opioid, Stimulant, and Substance Use Program, from the Dept. of Justice Bureau of Justice Assistance Grant Program, at a cost not to exceed \$83,619, and further authorizing the Mayor to execute any documents related to future renewals of such Agreement, subject to sufficient funds being appropriated in future fiscal years. [Div. of Fire and Emergency Services, Wells]

Summary

Authorization to execute an Agreement in the amount of \$83,619 with the University of Kentucky Research Foundation (UKRF) for the provision of evaluation services for the Community Paramedicine Overdose Outreach Lexington (CPOOL) under the Comprehensive Opioid, Stimulant, and Substance Use Program from the Department of Justice Bureau of Justice Assistance Grant Program for the Division of Fire and Emergency Services. Cost not to exceed \$83,619 for the first year. Funds are Budgeted. (L0097-24) (Wells/Armstrong)

Budgetary Implications: Yes

Advance Document Review:

Law: Yes, Completed by Mike Sanner, 1/17/2024

Risk Management: N/A

Fully Budgeted: Yes, COSSUP_2024, FED_GRANT, 2024

Account Number: 3140-505701-5701-71299

This Fiscal Year Impact: \$83,619

Annual Impact: \$83,619 renewal option in FY25 and FY26

Project: COSSUP_2024

Activity: FED_GRANT

Budget Reference: 2024

Current Balance: \$250,857.00



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

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

DATE: JANUARY 18, 2024

**SUBJECT: Agreement with University of Kentucky Research Foundation (UKRF) for
the Division of Fire and Emergency Services**

Request: Council authorization to execute agreement in the amount of \$83,619 with the University of Kentucky Research Foundation (UKRF) for the provision of evaluation services for the Community Paramedicine Overdose Outreach Lexington (CPOOL) under the Comprehensive Opioid, Stimulant, and Substance Use Program from the Department of Justice Bureau of Justice Assistance grant program for the Division of Fire and Emergency Services. Cost not to exceed \$83,619.

Purpose of Request: On November 2, 2023 (Resolution 607-2023), Council approved acceptance the federal funds from the Department of Justice, Bureau of Justice Assistance Comprehensive Opioid, Stimulant, and Substance Use Program grant program. As part of the grant, the University of Kentucky Center on Drug & Alcohol Research will assist with collecting and analyzing data as part of performance evaluation as a requirement of the grant program.

This evaluation will be completed over the period of performance of the grant from October 1, 2023-September 30, 2026. This is for the first year of the grant.

What is the cost in this budget year and future budget years? \$83,619 is cost in FY2024 Future year. Future years cost for renewal \$83,619 for FY25 and FY26.

Are the funds budgeted? Yes, 3140-505701-5701-71299, COSSUP_2024, FED_GRANT, 2024

File Number: 0097-24

Director/Commissioner: Wells/Armstrong



Budget Summary

Budget Summary

Note: Any errors detected on this page should be fixed on the corresponding Budget Detail tab.

Budget Category	Year 1		Year 2 (if needed)		Year 3 (if needed)		Year 4 (if needed)		Year 5 (if needed)		Total(s)
	Federal Request	Non-Federal Request	Federal Request	Non-Federal Request	Federal Request	Non-Federal Request	Federal Request	Non-Federal Request	Federal Request	Non-Federal Request	
A. Personnel	\$181,312	\$0	\$186,091	\$0	\$188,978	\$0	\$0	\$0	\$0	\$0	\$556,381
B. Fringe Benefits	\$79,991	\$0	\$82,099	\$0	\$83,374	\$0	\$0	\$0	\$0	\$0	\$245,464
C. Travel	\$6,788	\$0	\$6,788	\$0	\$6,788	\$0	\$0	\$0	\$0	\$0	\$20,364
D. Equipment	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
E. Supplies	\$72,450	\$0	\$72,450	\$0	\$72,450	\$0	\$0	\$0	\$0	\$0	\$217,350
F. Construction	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
G. Subawards (Subgrants)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
H. Procurement Contracts	\$83,619	\$0	\$83,619	\$0	\$83,619	\$0	\$0	\$0	\$0	\$0	\$250,857
I. Other	\$3,000	\$0	\$3,000	\$0	\$3,000	\$0	\$0	\$0	\$0	\$0	\$9,000
Total Direct Costs	\$427,160	\$0	\$434,047	\$0	\$438,209	\$0	\$0	\$0	\$0	\$0	\$1,299,416
J. Indirect Costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Project Costs	\$427,160	\$0	\$434,047	\$0	\$438,209	\$0	\$0	\$0	\$0	\$0	\$1,299,416

Does this budget contain conference costs which is defined broadly to include meetings, retreats, seminars, symposia, and training activities? - Y/N

No

Purpose Area #4

Description	Purpose	Consultant?				
Provide a description of the products or services to be procured by contract and an estimate of the costs. Applicants are encouraged to promote free and open competition in awarding contracts. A separate justification must be provided for sole source procurements in excess of the Simplified Acquisition Threshold (currently \$150,000).	Describe the purpose of the contract	Is the subaward for a consultant? If yes, use the section below to explain associated travel expenses included in the cost.				
University of Kentucky Center for Drug and Alcohol Research	Evaluation of CPOOL	No	Total Cost	Non-Federal Contribution	Federal Request	
			\$83,619		\$83,619	
Total(s)			\$83,619	\$0	\$83,619	
Consultant Travel (if necessary)						
Purpose of Travel	Location	Type of Expense	Computation			
Indicate the purpose of each trip or type of trip (training, advisory group meeting)	Indicate the travel destination.	Hotel, airfare, per diem	Compute the cost of each type of expense X the number of people traveling.			
			Cost	Duration or Distance	# of Staff	Federal Request
			\$0			\$0
Total			\$0	\$0	\$0	\$0
Narrative						
The University of Kentucky Center on Drug and Alcohol Research will be performing an evaluation on the Community Paramedicine Overdose Outreach Lexington project. Personnel						
Principal Investigator – Matthew Webster, Ph.D. 15% FTE						
Dr. Webster will oversee all project activities. He will be responsible for the evaluation design, implementation, and reports to the sponsor agency. Additionally, he will oversee personnel decisions for individuals employed on the evaluation project. Dr. Webster has led multiple federal and state-funded research projects. Fifteen percent of his salary and fringe costs is requested annually.						
Evaluation Coordinator – Erika Pike, Ph.D. 25% FTE						
Dr. Pike will provide support for Dr. Webster on the day-to-day duties of conducting the evaluation, including collecting and managing data from LFUCG partners, and assisting with data analysis. Dr. Pike will also assist in preparation of reports for LFUCG for CQI meetings, as well as annual reports on project goals and objectives to be shared with the funding agency. Twenty-five percent of the evaluation coordinator's salary and fringe costs is requested annually.						
Other Direct Costs						

Purpose Area #4

Direct current expenses include expenses which are essential to meeting the goals of the project. These funds will pay for duplication of project reports and are requested at \$100 per year.

Indirect Costs

The allowed indirect cost rate for this is project is 34%. A total of \$21,217 is requested annually, which is 34% of the total annual direct costs of \$62,402.

Purpose Area #4

Description	Purpose	Consultant?				
Provide a description of the products or services to be procured by contract and an estimate of the costs. Applicants are encouraged to promote free and open competition in awarding contracts. A separate justification must be provided for sole source procurements in excess of the Simplified Acquisition Threshold (currently \$150,000).	Describe the purpose of the contract	Is the subaward for a consultant? If yes, use the section below to explain associated travel expenses included in the cost.				
			Total Cost	Non-Federal Contribution	Federal Request	
University of Kentucky Center on Drug and Alcohol Research	Evaluation of CPOOL	No	\$83,619		\$83,619	
			Total(s)	\$0	\$83,619	
Consultant Travel (if necessary)						
Purpose of Travel	Location	Type of Expense	Computation			
Indicate the purpose of each trip or type of trip (training, advisory group meeting)	Indicate the travel destination.	Hotel, airfare, per diem	Compute the cost of each type of expense X the number of people traveling.			
			Cost	Duration or Distance	# of Staff	Federal Request
			Total	\$0	\$0	\$0
Narrative						
The University of Kentucky Center on Drug and Alcohol Research will be performing an evaluation on the Community Paramedicine Overdose Outreach Lexington project. Personnel						
Principal Investigator – Matthew Webster, Ph.D. 15% FTE						
Dr. Webster will oversee all project activities. He will be responsible for the evaluation design, implementation, and reports to the sponsor agency. Additionally, he will oversee personnel decisions for individuals employed on the evaluation project. Dr. Webster has led multiple federal and state-funded research projects. Fifteen percent of his salary and fringe costs is requested annually.						
Evaluation Coordinator – Erika Pike, Ph.D. 25% FTE						
Dr. Pike will provide support for Dr. Webster on the day-to-day duties of conducting the evaluation, including collecting and managing data from LFUCG partners, and assisting with data analysis. Dr. Pike will also assist in preparation of reports for LFUCG for CQI meetings, as well as annual reports on project goals and objectives to be shared with the funding agency. Twenty-five percent of the evaluation coordinator's salary and fringe costs is requested annually.						
Other Direct Costs						

Description	Purpose	Consultant?				
Provide a description of the products or services to be procured by contract and an estimate of the costs. Applicants are encouraged to promote free and open competition in awarding contracts. A separate justification must be provided for sole source procurements in excess of the Simplified Acquisition Threshold (currently \$150,000).	Describe the purpose of the contract	Is the subaward for a consultant? If yes, use the section below to explain associated travel expenses included in the cost.				
University of Kentucky	Evaluation of CPOOL		Total Cost	Non-Federal Contribution	Federal Request	
			Total(s)	\$0	\$83,619	
Consultant Travel (if necessary)						
Purpose of Travel	Location	Type of Expense	Computation			
Indicate the purpose of each trip or type of trip (training, advisory group meeting)	Indicate the travel destination.	Hotel, airfare, per diem	Compute the cost of each type of expense X the number of people traveling.			
			Cost	Duration or Distance	# of Staff	Federal Request
			Total Cost			\$0
			Total			\$0
Narrative						
The University of Kentucky Center on Drug and Alcohol Research will be performing an evaluation on the Community Paramedicine Overdose Outreach Lexington project. Personnel						
Principal Investigator – Matthew Webster, Ph.D. 15% FTE						
Dr. Webster will oversee all project activities. He will be responsible for the evaluation design, implementation, and reports to the sponsor agency. Additionally, he will oversee personnel decisions for individuals employed on the evaluation project. Dr. Webster has led multiple federal and state-funded research projects. Fifteen percent of his salary and fringe costs is requested annually.						
Evaluation Coordinator – Erika Pike, Ph.D. 25% FTE						
Dr. Pike will provide support for Dr. Webster on the day-to-day duties of conducting the evaluation, including collecting and managing data from LFUCG partners, and assisting with data analysis. Dr. Pike will also assist in preparation of reports for LFUCG for CQI meetings, as well as annual reports on project goals and objectives to be shared with the funding agency. Twenty-five percent of the evaluation coordinator's salary and fringe costs is requested annually.						
Other Direct Costs						

RESOLUTION NO. _____ - 2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT WITH THE UNIVERSITY OF KENTUCKY RESEARCH FOUNDATION (UKRF) FOR THE PROVISION OF EVALUATION SERVICES FOR COMMUNITY PARAMEDICINE OVERDOSE OUTREACH LEXINGTON (CPOOL), FOR THE DIVISION OF FIRE AND EMERGENCY SERVICES, UNDER THE COMPREHENSIVE OPIOID, STIMULANT, AND SUBSTANCE USE PROGRAM, FROM THE DEPARTMENT OF JUSTICE BUREAU OF JUSTICE ASSISTANCE GRANT PROGRAM, AT A COST NOT TO EXCEED \$83,619.00, AND FURTHER AUTHORIZING THE MAYOR TO EXECUTE ANY DOCUMENTS RELATED TO FUTURE RENEWALS OF SUCH AGREEMENT, 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 and directed to execute the Agreement, which is attached hereto and incorporated herein by reference, with the University of Kentucky Research Foundation (UKRF) for the provision of evaluation services for Community Paramedicine Overdose Outreach Lexington (CPOOL), for the Division of Fire and Emergency Services, under the Comprehensive Opioid, Stimulant, and Substance Use Program, from the Department of Justice Bureau of Justice Assistance Grant Program, and further authorizing the Mayor to execute any documents related to future renewals of such agreement, subject to sufficient funds being appropriated in future fiscal years.

Section 2 – That an amount, not to exceed the sum of \$83,619.00, be and hereby is approved for payment from account #3140-505701-71299, pursuant to the terms of the Agreement.

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

PASSED URBAN COUNTY COUNCIL:

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL
0097-24:ANB:4855-2599-1839, v. 1

RESOLUTION NO. 057 - 2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT WITH THE UNIVERSITY OF KENTUCKY RESEARCH FOUNDATION (UKRF) FOR THE PROVISION OF EVALUATION SERVICES FOR COMMUNITY PARAMEDICINE OVERDOSE OUTREACH LEXINGTON (CPOOL), FOR THE DIVISION OF FIRE AND EMERGENCY SERVICES, UNDER THE COMPREHENSIVE OPIOID, STIMULANT, AND SUBSTANCE USE PROGRAM, FROM THE DEPARTMENT OF JUSTICE BUREAU OF JUSTICE ASSISTANCE GRANT PROGRAM, AT A COST NOT TO EXCEED \$83,619.00, AND FURTHER AUTHORIZING THE MAYOR TO EXECUTE ANY DOCUMENTS RELATED TO FUTURE RENEWALS OF SUCH AGREEMENT, 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 and directed to execute the Agreement, which is attached hereto and incorporated herein by reference, with the University of Kentucky Research Foundation (UKRF) for the provision of evaluation services for Community Paramedicine Overdose Outreach Lexington (CPOOL), for the Division of Fire and Emergency Services, under the Comprehensive Opioid, Stimulant, and Substance Use Program, from the Department of Justice Bureau of Justice Assistance Grant Program, and further authorizing the Mayor to execute any documents related to future renewals of such agreement, subject to sufficient funds being appropriated in future fiscal years.

Section 2 – That an amount, not to exceed the sum of \$83,619.00, be and hereby is approved for payment from account #3140-505701-71299, pursuant to the terms of the Agreement.

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

PASSED URBAN COUNTY COUNCIL: February 15, 2024



MAYOR

ATTEST:



CLERK OF URBAN COUNTY COUNCIL

EVALUATION SERVICES AGREEMENT

THIS EVALUATION SERVICES AGREEMENT (the "Agreement"), entered into this 11th day of April 2024, by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government created pursuant to KRS Chapter 67A ("LFUCG"), located at 200 East Main Street, Lexington, Kentucky 40507, on behalf of its Division of Fire and Emergency Services, and the **UNIVERSITY OF KENTUCKY RESEARCH FOUNDATION** ("UKRF"), whose main address is 109 Kinkead Hall, Lexington, Kentucky 40506-0057, (collectively known as the "Parties").

RECITALS

WHEREAS, the U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance (BJA) awarded LFUCG grant funding over a period of three (3) years under the BJA FY 23 Comprehensive Opioid, Stimulant, and Substance Use Site-based Program (COSSUP) (Award No. 15PBJA-23-GG-02369-COAP) in support of its Community Paramedicine Overdose Outreach Lexington (CPOOL) project; and

WHEREAS, acceptance of this grant award requires LFUCG to identify an "Evaluator", who will be responsible for evaluating processes and outcomes of the grant, and oversight of reporting over the term of the grant period beginning October 1, 2023, and ending September 30, 2026 (the "Grant Period"); and

WHEREAS, LFUCG has selected UKRF, a sole source provider based on the experience and knowledge possessed by its personnel and staff, to provide the required evaluation services;

WHEREAS, the Parties desire to enter into this Agreement to set forth the terms and conditions pursuant to which UKRF shall provide the required evaluation services.

STATEMENT OF AGREEMENT

NOW, THEREFORE, in consideration of the mutually agreed upon promises, conditions, and covenants herein expressed, the Parties agree as follows:

1. **Recitals**. The above recitals are incorporated herein as a part of this Agreement.
2. **Effective Date; Term**. This Agreement shall commence on October 1, 2023 (the "Effective Date"), and shall continue in effect through September 30, 2024 (the "Initial Term"), unless earlier terminated. Upon mutual written agreement, the Parties may renew this Agreement, in whole or in part, for two (2) successive terms of one (1) year each (each, a "Renewal Term"), with the final Renewal Term ending on September 30, 2026.

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

- a. Exhibit "A" – Scope of Services
- b. Exhibit "B" – BJA Detailed Budget and Narrative Justification

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.

4. **Scope of Services.** UKRF shall perform the services outlined and more specifically described in Exhibit "A" in a timely and professional manner (the "Services"). UKRF's obligations to LFUCG under this Agreement shall not end until all close-out requirements for BJA grants management are completed.
5. **Compensation; Method of Payment.** LFUCG shall compensate UKRF for the Services in an amount which shall not exceed Eighty-Three Thousand Nine Hundred Fifty-Four Dollars (\$83,954.00) during each year of the Grant Period as outlined in Exhibit "B" for the performance of the Services.
- a. Payments shall be made on a quarterly basis for the costs incurred for providing the Services, only after receipt of quarterly invoices from UKRF. The funds are limited to the Services provided herein and may not be spent by UKRF 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.
 - b. LFUCG shall make payment under this Agreement upon timely submission of an invoice(s) from UKRF 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.
 - c. LFUCG also reserves the right to reject any invoice submitted for services more than sixty (60) days after the services were rendered.
6. **Reporting.** Upon request and subject to the reporting deadlines set forth herein, UKRF shall provide LFUCG with timely reports and updates related to the provision of the Services in the form and manner reasonably specified by LFUCG. UKRF shall furnish LFUCG, upon request, with copies of all documents and other materials prepared or developed in relation with or as part of the Services contemplated herein.

- a. Quarterly Report. To document the status of the CPOOL evaluation, UKRF shall provide a quarterly report to LFUCG as follows:

<u>Reporting Period</u>	<u>Reporting Deadline</u>
October 2023-December 2023	January 15, 2024
January 2024-March 2024	April 15, 2024
April 2024-June 2024	July 15, 2024
July 2024-September 2024	October 15, 2024

- b. Final Year-End Report. UKRF shall provide a final year-end report to LFUCG within 60 days of the end of the Initial Term, or by November 30, 2024.
- c. Evaluation Summary. UKRF shall provide an evaluation summary that includes all three years of grant activities within 90 days of the end of the Grant Period, or by December 30, 2026
7. **Records**. UKRF 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 UKRF and entries shall be made therein of all money, goods, effects, debts, sales, purchases, receipts, payments and any other transactions of UKRF 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 UKRF under this Agreement.
- b. UKRF 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.
8. **Access**. UKRF shall allow LFUCG any necessary reasonable access to monitor its performance under this Agreement.
9. **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. Furthermore, UKRF represents that it has, or will secure at its own expense, all fully qualified personnel required to perform the Services.
10. **Equal Opportunity; Fairness Ordinance**. UKRF 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. UKRF 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.

11. **Sexual Harassment.** UKRF 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 UKRF conducts business. The policy shall be made available to LFUCG upon request.
12. **Annual Audit.** UKRF agrees that all revenue and expenditures related to this Agreement shall be audited at least annually by independent certified public accountants who shall express an opinion as to whether or not revenue and expenditures during the year audited have conformed to state and local law and regulation. A copy of this audit, or clean audit opinion letter from an independent certified public accountant, shall be submitted to LFUCG each year of the Agreement.
13. **Indemnification.** To the extent permitted by law, the Parties agree to defend, indemnify, and hold each other, its officers, agents, and employees harmless from any and all losses or claims, of whatever kind that are in any way incidental to, or connected with or that arise or alleged to have arisen, directly or indirectly, in whole or in part, from the execution, performance, or breach of this Agreement.
14. **No Assignment.** UKRF may not assign any of its rights and duties under this Agreement without the prior written consent of LFUCG.
15. **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 UKRF or LFUCG.
16. **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.
17. **Amendments.** By mutual written agreement, the parties to this Agreement may, from time to time, make written changes to any provision hereof. UKRF 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.

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

To UKRF:
University of Kentucky Research Foundation
109 Kinkead Hall
Lexington, Kentucky 40506-0057
Attn: Matt Webster, Lead Evaluator

To LFUCG:
Lexington-Fayette Urban County Government
200 East Main Street
Lexington, Kentucky 40507
Attn: Seth Lockard, Program Director

19. 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.

20. 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.

[Signature page follows]

IN WITNESS WHEREOF, the Parties certify that they have been duly authorized to execute, deliver and perform this Agreement, and have executed it as of the date first herein written.

**LEXINGTON-FAYETTE
URBAN COUNTY GOVERNMENT**

Linda Gorton

By: Linda Gorton, Mayor

ATTEST:

Mackenzie Jack
Clerk of the Urban County Council

Deputy

**UNIVERSITY OF KENTUCKY
RESEARCH FOUNDATION**

Kim C. Carter 3/19/2024

By: Kim C. Carter, Associate Director

DPD

EXHIBIT A**Scope of Services**

This exhibit contains the following documents:

1. CPOOL Data Collection and Performance Management
2. CPOOL Abstract

EXHIBIT B**BJA Detailed Budget and Narrative Justification**

Institutional Review Board (IRB)/Independent Ethics Committee (IEC) Authorization Agreement

Name of Institution or Organization Providing IRB Review (Institution/Organization A):

University of Kentucky

IRB Registration #: IRB00000423 U Kentucky IRB #1; IRB00000424 U Kentucky IRB #2;

IRB00000977 U Kentucky IRB #3; IRB00005975 U Kentucky IRB #6

Federalwide Assurance (FWA) #, if any: FWA00005295

Name of Institution Relying on the Designated IRB (Institution B):

FWA #: FWA00033391

The Officials signing below agree that _____ may rely on the designated IRB for review and continuing oversight of its human subjects research described below:

(check one)

☐ This agreement applies to all human subjects research covered by Institution B's FWA.

☒ This agreement is limited to the following specific protocol(s):

Name of Research Project: "Community Paramedicine Overdose Outreach Lexington (CPOOL) Evaluation" (UKY 92246)

Name of Principal Investigator: John Webster

Sponsor or Funding Agency: Award Number, if any: DOJ Award 15PBJA-23GG-02369-COAP (Awarded 9/25/2023 to the Lexington-Fayette Urban County Government Division of Fire & Emergency Medical Services)

☐ Other (describe): _____

The review performed by the designated IRB will meet the human subject protection requirements of Institution B's OHRP-approved FWA. The IRB at Institution/Organization A will follow written procedures for reporting its findings and actions to appropriate officials at Institution B. Relevant minutes of IRB meetings will be made available to Institution B upon request. Institution B remains responsible for ensuring compliance with the IRB's determinations and with the Terms of its OHRP-approved FWA. This document must be kept on file by both parties and provided to OHRP upon request.

Signature of Signatory Official (Institution/Organization A):

 Date: 3/1/24

Print Full Name: Lisa A. Cassis, Ph.D. Institutional Title: Vice President for Research

Signature of Signatory Official (Institution B):

 Date: 3/28/2024

Print Full Name: Linda Gorton Institutional Title: Mayor



Lexington-Fayette Urban County Government Master

200 E. Main St
Lexington, KY 40507

File Number: 0098-24

File ID: 0098-24

Type: Resolution

Status: Approved

Version: 2

Contract #:

In Control: Urban County
Council

File Created: 01/22/2024

File Name: Request Council authorization to accept funds in the amount of \$10,000 from the Jessamine County Fiscal Court for the Lexington Area Metropolitan Planning Organization (MPO). No match required.

Final Action: 02/15/2024

Title: A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to accept an award of \$10,000 from the Jessamine County Fiscal Court for the support of planning activities and operating costs related to the Office of the Lexington Area Metropolitan Planning Organization (MPO) for Jessamine County, located within the Div. of Planning, the acceptance of which does not obligate the Urban County Government to the expenditure of funds, authorizing the Mayor to execute any necessary Agreements related to this Grant, and authorizing the Mayor to transfer unencumbered funds within the Grant Budget. [Dept. of Planning and Preservation, Horn]

Notes:

Sponsors:

Enactment Date: 02/15/2024

Attachments: 24-Blue Sheet to Accept Jessamine Co Award, BA 12779, FY24 Jessamine Check #042127, 0098-24 (Jessamine County MPO) 4894-5343-3247 v.1.docx, R-058-2024

Enactment Number: R-058-2024

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	01/30/2024	Approved and Referred to Docket	Urban County Council	02/01/2024		Pass
2	Urban County Council	02/01/2024	Received First Reading	Urban County Council	02/15/2024		
2	Urban County Council	02/15/2024	Approved				Pass

Text of Legislative File 0098-24

Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to accept an award of \$10,000 from the Jessamine County Fiscal Court for the support of planning activities and operating costs related to the Office of the Lexington Area Metropolitan Planning Organization (MPO) for Jessamine County, located within the Div. of Planning, the acceptance of which does not obligate the Urban County Government to the expenditure of funds, authorizing the Mayor to execute any necessary Agreements related to this Grant, and authorizing the Mayor to transfer unencumbered funds within the Grant Budget. [Dept. of Planning and Preservation, Horn]

Summary

Authorization to accept funds in the amount of \$10,000 from the Jessamine County Fiscal Court for the Lexington Area Metropolitan Planning Organization (MPO). No match required.

(L0098-24) (Duncan/Horn)

Budgetary Implications: Yes

Advance Document Review:

Law: No

Risk Management: N/A

Fully Budgeted: Budget amendment is in process.

Account Number: 3300-160705-0001-XXXXX

This Fiscal Year Impact: \$10,000

Annual Impact: \$0

Project: JESSAMINE_2024

Activity: OTH_GRANT

Budget Reference: 2024

Current Balance: BA in process



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

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

DATE: JANUARY 18, 2024

**SUBJECT: Accept funds for the Division of Planning's Metropolitan Planning
Organization for FY 24 from Jessamine County**

Request: Council Authorization to accept funds in the amount of \$10,000 from the Jessamine County Fiscal Court for the Lexington Area Metropolitan Planning Organization (MPO). No match required.

Purpose of the Request: The Metropolitan Planning Organization conducts transportation planning for Fayette and Jessamine County. The funding from the Jessamine County Fiscal Court supports MPO planning activities and operating costs related to the MPO office within the Division of Planning. Operating costs include office supplies, equipment, professional services, subscriptions and dues.

What is the cost in this budget year and future budget years? \$10,000 has been awarded for FY2024. No match required. Funds for future budget years are dependent upon availability of grant funds.

Are the funds budgeted? Budget amendment is in process.

File Number: 0098-24

Director/Commissioner: James Duncan/Keith Horn



LFUCG Budget Amendment Request Form

Requester: Moore,Celia E Date: 01/22/2024 Status: Pending Approval Amend Nbr: 12779

Business Unit: LFUCG Journal Date: 01/22/2024 Budget Period: 2024 Bid: ☐ Admin Review: ☐

▼ Personnel, Operating & Capital Accounts

[Personalize](#) | [Find](#) | [View All](#) | |

First ◀ 1-2 of 2 ▶ Last

	Fund	Dept	Section	Account	Description	Amount	Division	Department	Journal ID
1	3300	160705	0001	77801	Dues	5,000.00	JDUNCAN3	MHORN	
2	3300	160705	0001	75101	Operating Supplies and Expense	5,000.00	JDUNCAN3	MHORN	

▼ Revenue Accounts

[Personalize](#) | [Find](#) | [View All](#) | |

First ◀ 1 of 1 ▶ Last

	Fund	Dept	Section	Account	Description	Amount	Division	Department	Journal ID
1	3300	160705	0001	46750	Grant Revenue - Other	10,000.00	JDUNCAN3	MHORN	

▶ **Project/Grant Revenue**

▶ **Project/Grant Expenditures**

Comments:

To establish grant budget for JESSAMINE_2024.

Net Amend Amt: 0.00

Submit for Approval

JESSAMINE COUNTY FISCAL COURT

COURTHOUSE - GENERAL FUND
101 NORTH MAIN STREET
NICHOLASVILLE, KENTUCKY 40356

CENTRAL BANK & TRUST CO.
Nicholasville, KY 40356
73-14-421

042127

01/03/2024 00042127

PAY TO THE
ORDER OF

LEX-FAYETTE URBAN CO. GOV'T.

Ten Thousand and 00/100ths

10,000.00

DOLLARS

LEX-FAYETTE URBAN CO. GOV'T.
101 E VINE ST
STE 700
LEXINGTON KY 40507

David West
COUNTY JUDGE EXECUTIVE
Ann Cusick
TREASURER

MEMO

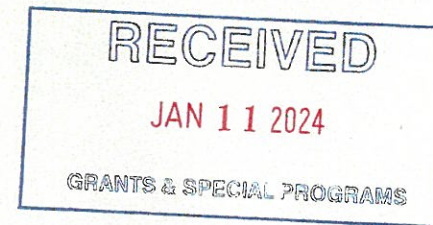
VOID 90 DAYS AFTER DATE ISSUED

ADDITIONAL SECURITY FEATURES. DETAILS ON BACK

⑈042127⑈ ⑆042100146⑆

70012170⑈

01/03/2024 LEX-FAYETTE URBAN CO. GOV'T. 042127				
Account No.	P.O. No.	Invoice No.	Claim Description	Amount
01-6401-348-	00063346	DEC19,2023	REIMBURSED FOR METROPOLITAN PLANNING ACTIVITIES 24	10,000.00
00002669				10,000.00



RESOLUTION NO. _____-2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO ACCEPT AN AWARD OF \$10,000.00 FROM THE JESSAMINE COUNTY FISCAL COURT FOR THE SUPPORT OF PLANNING ACTIVITIES AND OPERATING COSTS RELATED TO THE OFFICE OF THE LEXINGTON AREA METROPOLITAN PLANNING ORGANIZATION (MPO) FOR JESSAMINE COUNTY, LOCATED WITHIN THE DIVISION OF PLANNING, THE ACCEPTANCE OF WHICH DOES NOT OBLIGATE THE URBAN COUNTY GOVERNMENT TO THE EXPENDITURE OF FUNDS, AUTHORIZING THE MAYOR TO EXECUTE ANY NECESSARY AGREEMENTS RELATED TO THIS GRANT, 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 accept a \$10,000.00 Grant from the Jessamine County Fiscal Court for the support of planning activities and operating costs related to the Lexington Area Metropolitan Planning Organization (MPO) for Jessamine County, located within the Division of Planning, the acceptance of which does not obligate the Urban County Government to the expenditure of funds, and authorizing the Mayor, on behalf of the Lexington-Fayette Urban County Government, to execute any necessary agreements related to this Grant.

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

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

PASSED URBAN COUNTY COUNCIL:

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0098-24:ANB:4894-5343-3247, v. 1

RESOLUTION NO. 058 -2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO ACCEPT AN AWARD OF \$10,000.00 FROM THE JESSAMINE COUNTY FISCAL COURT FOR THE SUPPORT OF PLANNING ACTIVITIES AND OPERATING COSTS RELATED TO THE OFFICE OF THE LEXINGTON AREA METROPOLITAN PLANNING ORGANIZATION (MPO) FOR JESSAMINE COUNTY, LOCATED WITHIN THE DIVISION OF PLANNING, THE ACCEPTANCE OF WHICH DOES NOT OBLIGATE THE URBAN COUNTY GOVERNMENT TO THE EXPENDITURE OF FUNDS, AUTHORIZING THE MAYOR TO EXECUTE ANY NECESSARY AGREEMENTS RELATED TO THIS GRANT, 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 accept a \$10,000.00 Grant from the Jessamine County Fiscal Court for the support of planning activities and operating costs related to the Lexington Area Metropolitan Planning Organization (MPO) for Jessamine County, located within the Division of Planning, the acceptance of which does not obligate the Urban County Government to the expenditure of funds, and authorizing the Mayor, on behalf of the Lexington-Fayette Urban County Government, to execute any necessary agreements related to this Grant.

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

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

PASSED URBAN COUNTY COUNCIL: February 15, 2024

Linda Gorton

MAYOR

ATTEST:

[Signature]

CLERK OF URBAN COUNTY COUNCIL

0098-24:ANB:4894-5343-3247, v. 1



Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0100-24

File ID: 0100-24

Type: Resolution

Status: Approved

Version: 1

Contract #: 026-2024

In Control: Urban County
Council

File Created: 01/22/2024

File Name: Waterford II HOA Incentive Grant

Final Action: 02/15/2024

Title: A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute an Agreement awarding a Class A (Neighborhood) Incentive Grant to Waterford II Homeowners Association, Inc., for a Stormwater Quality Project, at a cost not to exceed \$120,000. [Div. of Water Quality, Martin]

Notes: In office 1/24/2024. MS

Stamped and filed in the CCO. Returned to Denise Bullock 2/20/2024. MS

Sponsors:

Enactment Date: 02/15/2024

Attachments: BlueSheet, FY 2024 Waterford II HA - Council Map, FY24 Class A WHA GAA with Attachments
A_Grantee signed, 100-24- Waterford II WQ Grant
4872-2714-4353 v.1.docx, R-059-2024, Contract
#026-2024

Enactment Number: R-059-2024

Deed #:

Hearing Date:

Drafter: Christina King

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	01/30/2024	Approved and Referred to Docket	Urban County Council	02/01/2024		Pass
1	Urban County Council	02/01/2024	Received First Reading	Urban County Council	02/15/2024		
1	Urban County Council	02/15/2024	Approved				Pass

Text of Legislative File 0100-24

Title

A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute an Agreement awarding a Class A (Neighborhood) Incentive Grant to Waterford II Homeowners Association, Inc., for a Stormwater Quality Project, at a cost not to exceed \$120,000. [Div. of Water Quality, Martin]

Summary

Authorization to approve an FY 2024 (Class A Neighborhood) Stormwater Quality Projects Incentive Grant for Waterford II Homeowners Association, Inc. to construct Phase 1 of the association's hardscape infrastructure removal and stream restoration project, in the amount of \$120,000.00. Funds are Budgeted. (L0100-24) (Martin/Albright)

Budgetary Implications [select]: Yes

Advance Document Review:

Law: Yes, Completed by Evan Thompson 1/22/2024

Risk Management: No

Fully Budgeted [select]: Yes

Account Number: 4052-303204-3373-78112

This Fiscal Year Impact: \$120,000.00

Annual Impact: \$120,000.00

Project:


Activity:

Budget Reference:

Current Balance: \$1,819,877.59



TO: Mayor Linda Gorton
Urban County Council

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

DATE: January 16, 2024

SUBJECT: Recommendation for an FY24 (Class A Neighborhood) Stormwater Quality Projects Incentive Grant for Waterford II Homeowners Association, Inc.

Request

The purpose of this memorandum is to request approval of an FY24 (Class A Neighborhood) Stormwater Quality Projects Incentive Grant for Waterford II Homeowners Association, Inc., in the amount of \$120,000.00.

Purpose of Request

Grant funds to be used to construct Phase 1 of the Waterford II Homeowners Association – Hardscape Infrastructure Removal and Stream Restoration Project. The project will replace the silted-in and failing amenity pond with a natural stream ecosystem. The project elements include restoring a series of pools, riffles, and runs, an enhanced riparian buffer, and floodplain vegetation areas. The project also includes stormwater education by installing permanent signage that explains how the project improves stormwater quality in the West Hickman Creek watershed.

Project Cost in FY24 and in Future Budget Years

The grant has been approved for FY 2024 funding by the Water Quality Fees Board in the amount of \$120,000.00.

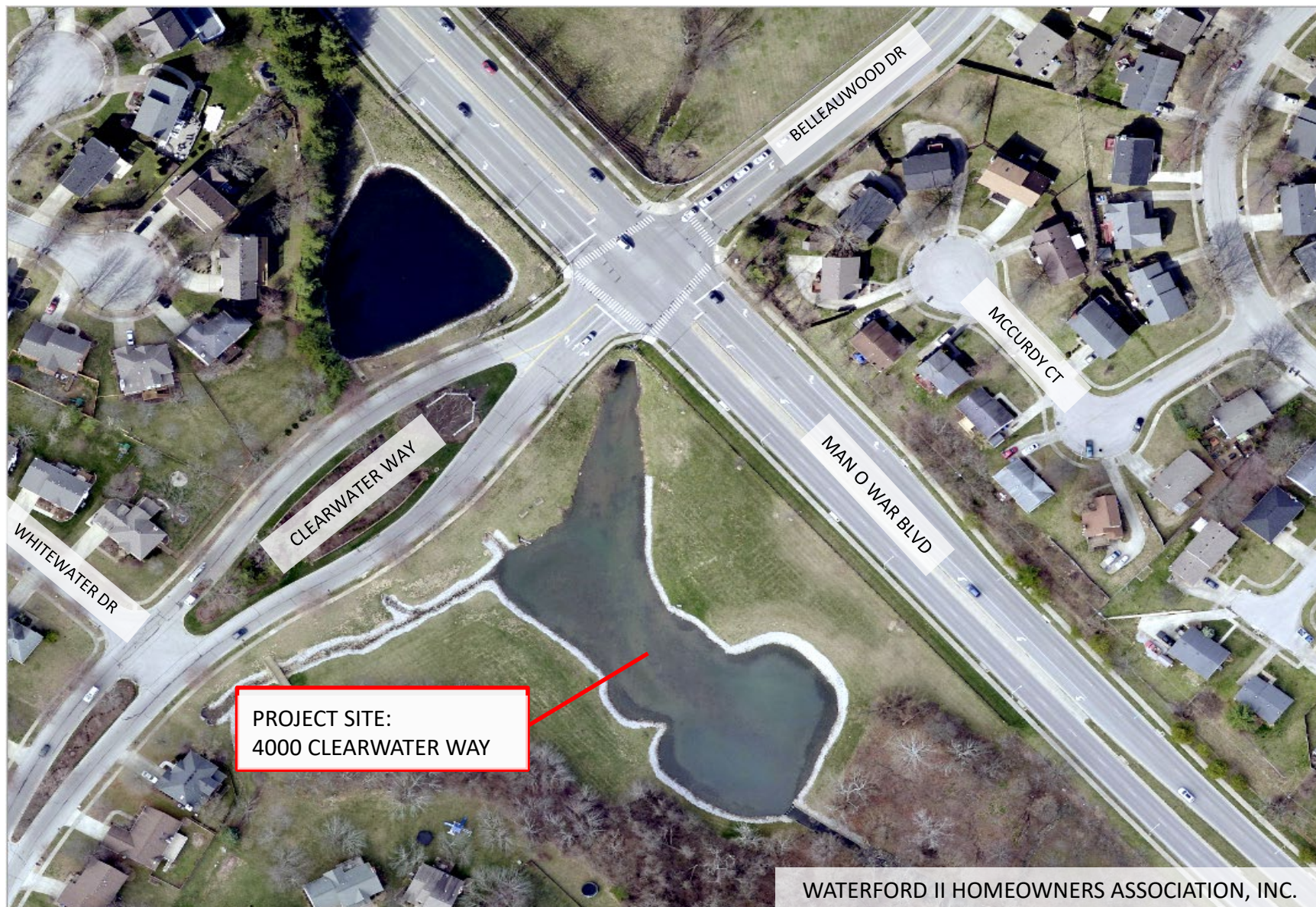
Are Funds Budgeted

Funds are budgeted in: 4052 – 303204 – 3373 – 78112 – WQINCENTIVE_24 – WQ_GRANT

Martin/Albright



Stormwater Quality Projects Incentive Grant Program



WATERFORD II HOMEOWNERS ASSOCIATION, INC.

GRANT AWARD AGREEMENT

Fiscal Year 2024 Class A Incentive Grant Program

THIS AGREEMENT, made and entered into on the _____ day of _____, 20____, by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the Commonwealth of Kentucky, pursuant to KRS Chapter 67A (hereinafter "Government"), on behalf of its Division of Water Quality, and **WATERFORD II HOMEOWNERS ASSOCIATION, INC., C/O COMMUNITY MANAGEMENT ASSOCIATES, LLC., 1795 ALYSHEBA WAY, SUITE 3103, LEXINGTON, KY 40509**, (hereinafter "Grantee").

WITNESSETH:

WHEREAS, the Government has funds available through the Stormwater Quality Projects Incentive Grant Program to assist qualified applicants in the implementation of projects that meet the goals of the program; and

WHEREAS, the Grantee represents directly or indirectly a group of single-family residences in Fayette County who are fee-payers of the Government's Water Quality Management Fee; and

WHEREAS, the Grantee has proposed a need for the funds requested to develop and implement a proposed project by submitting a valid grant application; and

WHEREAS, the Grantee desires to implement a specific project that meets one or more Incentive Grant program goals to improve water quality, reduce stormwater runoff, and provide public or private education related to stormwater quality for the benefit of its members, community, and the general public; and

WHEREAS, the Grantee's grant application has been reviewed and selected for funding by the Government's Water Quality Fees Board in accordance with Sections 16-408 and 16-410 of the Government's Code of Ordinances;

THAT FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS HEREIN EXPRESSED, GOVERNMENT AND GRANTEE AGREE AS FOLLOWS:

- (1) The Government hereby grants the Grantee the sum of **\$120,000.00** (hereinafter "the Grant"), for use in implementing the project elements as listed in Attachment A which is incorporated herein by reference as if fully set out herein.
- (2) The Grantee agrees to match the Grant with contributions, labor, and other services equal to or greater than 20% of the total project cost.
- (3) The Grantee agrees to use the Grant only for the activities set forth in Attachment A.
- (4) The Grantee agrees to perform periodic reporting as detailed in Paragraph (5) herein below, and provide to the Government a Project Final Report, in digital and hard copy, within thirty (30) calendar days of the completion of the project elements following a standardized format to be provided by the Government summarizing all work completed and detailing the total grant expenditures.

- (5) The Grant to the Grantee shall be disbursed in the following manner:
- (a) The Grantee shall submit, at least once every three (3) months, a *Grant Reimbursement Form* and a *Request for Funds*, in standardized format provided by the Government, to the Government's Grant Manager designated by the Director of the Division of Water Quality for the project. The *Request for Funds* shall include documentation that the Grantee has already expended the requested funds or shall be in a position to expend properly the requested funds within thirty (30) days of receipt of the funds. The *Request for Funds* shall include full accounting of all eligible grant-related expenses, as listed in Attachment A. Copies of invoices, purchase orders, or receipts showing vendor, date, amount, and items purchased or ordered shall be provided with the *Request for Funds*.
 - (b) Each *Request for Funds* shall include documentation of all of the Grantee's Match Costs listed in Attachment A and claimed for the prior period. Each *Request for Funds* shall include a minimum of 10% cost share. For cash expenditures, this shall include receipts, showing vendor paid, date, amount, and items purchased. For volunteer hours, this shall include sign-in sheets describing the events with signatures, name, address, time in and time out (or length of event), for each participant (volunteers must be 12 years of age or older). For mileage, this shall include driver name, type of vehicle, location to and from, date, and miles driven.
 - (c) Each *Request for Funds* shall be accompanied by a *Project Status Report*, in a standardized format provided by the Government, describing the progress of the project to date, including a description and schedule of all activities completed, and hardcopy or electronic copies of materials completed and/or used to date. For educational events (if applicable), copies of the class sign-in sheets documenting the number of attendees shall be provided.
 - (d) The Government's Grant Manager shall review each *Request for Funds* and supporting documents for compliance with the terms of this Agreement and the guidelines of the Stormwater Quality Projects Incentive Grant Program. If the Government's Grant Manager finds the Grantee's *Request for Funds* is in compliance with the terms of this Agreement and the Program's guidelines and that the activity progress and management program of the Grantee satisfy the terms of this Agreement, he or she shall approve the *Request for Funds* within 15 days of receipt, and then forward it to the Division of Accounting for payment.
 - (e) Should the Government's Program Administrator determine that the Grantee is not in compliance with the terms of this Agreement and/or the Stormwater Quality Projects Incentive Grant Program, including deficiencies in progress and/or management of the project, the Division of Water Quality shall notify the Mayor's Office and the appropriate district Council person and shall meet with the Grantee on matters that prevent approval of the *Request for Funds*. Failure to resolve any such matters to the satisfaction of the Government may lead to termination of the Agreement for cause pursuant to Paragraph (25) herein below.
 - (f) The Government shall release payment of the final 10% of the Grant only after receipt and acceptance of the Project Final Report. The Government's Grant Manager shall review the Project Final Report and provide comments to the Grantee within 15 calendar days or, if acceptable, forward approval to the Division of Accounting for payment.
- (6) For any project which includes installation of permanent capital infrastructure as listed in Attachment A (not to include individual rain barrels, small rain gardens, and pond equipment), the Grantee agrees to meet all design standards specified in the Government's Engineering Manuals and/or as further described in Attachment A in the design of all Grant-funded improvements. This includes all associated activities including but not limited to erosion and sediment control, traffic control, utility relocations, seeding, etc. The Grantee further agrees to design the facilities in such a way as not to preclude the potential for future water quality / quantity monitoring by the Government.

- (7) For any project which includes installation of permanent capital infrastructure as listed in Attachment A, the Grantee agrees to provide in hard copy and electronic format the following deliverables as they become available, each sealed by a Professional Engineer licensed in the Commonwealth of Kentucky (or Registered Landscape Architect when allowed by Kentucky Revised Statutes 323A.010):
- Design calculations;
 - Final construction plans, including erosion and sediment control plans, traffic control plans, grading plans, etc.;
 - Final specifications and bidding documents (if applicable);
 - Detailed engineer's construction cost estimate including quantities;
 - Inspection, Operation, and Maintenance Plan laying out the plan for regular inspection and maintenance of each proposed facility for design performance and safety in accordance with manufacturer's specifications and the Government's Stormwater Manual;
 - Copies of all federal, state, and local permits, approvals, encroachments, etc. obtained for the project;
 - Record Drawing showing all field changes, and signed and sealed by the professional of record certifying the project as shown meets all original design intent;
 - Photo documentation of site conditions and improvements before, during, and after construction.
- (8) For any project which includes installation of permanent capital infrastructure listed in Attachment A, the Grantee shall provide, by the end of the design phase, certification by a Professional Engineer or Registered Landscape Architect licensed in Kentucky that all stormwater control facilities proposed for this project are feasible and viable Best Management Practices (BMPs) for controlling stormwater quality and/or quantity and are appropriate for the project site.
- (9) The Grantee and Property Owner agree that any and all stormwater control facilities, including equipment and infrastructure, constructed or purchased with Grant monies shall remain the property of the Grantee, or the current property owner, or his successors and assigns, unless otherwise noted in Attachment A.
- (10) The Grantee and Property Owner agree that all stormwater control facilities, including equipment and infrastructure shall remain in service and maintained by the Grantee or its representatives and the Property Owner for at least the Service Life listed in the Inspection, Operation, and Maintenance Plan developed for each facility referenced in Paragraph (7) above. For capital infrastructure, the Grantee and Property Owner further accepts and agrees to enter into the *"Agreement to Maintain Stormwater Control Facilities Funded by an LFUCG Class A Stormwater Quality Projects Incentive Grant"* attached hereto as Attachment B and which is incorporated herein by reference as if fully set out herein.
- (11) The Grantee agrees, and all individual property owners with grant-funded improvements installed on their properties shall agree, to allow the Government access to perform monitoring of the project elements for compliance with this Agreement.
- (12) The Grantee agrees to comply with all applicable local, state, and federal rules, regulations, ordinances, and laws in implementation of the project.
- (13) The Grantee agrees to obtain all necessary local, state, and federal permits and approvals in a timely manner and prior to the start of any work requiring such permits or approvals.
- (14) The Grantee agrees to obtain written approval from the Government's Grant Manager or Program Administrator for any proposed changes to the Project Team or Project Plan as listed in Attachment A prior to implementing the changes. Failure to gain written approval prior to making changes may lead to termination of the Agreement for cause pursuant to Paragraph (25) herein below.
- (15) The term of this Agreement shall be from the date of this Agreement until completion of the project outlined herein. The Grantee agrees to complete the project within **18** months from the date of this Agreement. The Grantee agrees to obtain written approval from the Government's Grant Manager and Program Administrator for any time extensions beyond the

grant period. Failure to gain written approval prior to making changes may lead to termination of the Agreement for cause pursuant to Paragraph (25) herein below.

- (16) The Grantee understands that the Grant shown herein in Paragraph (1) is a not-to-exceed amount, and any additional funding needed to complete the project elements listed in Attachment A is the responsibility of the Grantee. If it becomes apparent to the Grantee or the Government that the Grantee will be unable to complete the project either in the manner or for the amount described in this Agreement, then the Grantee must immediately notify the Government's Grant Manager and Program Administrator by providing a complete and detailed written explanation of its inability to comply with the terms of the Agreement. The Grantee must further provide the Government's Grant Manager and Program Administrator with a complete and detailed written explanation of any proposed changes, and the reasons for those changes.
- (17) The Grantee asserts that it is an incorporated organization registered in active status with the Commonwealth of Kentucky Secretary of State, and is in full compliance with all applicable provisions of the Lexington-Fayette Urban County Government's Code of Ordinances Chapter 5 – Buildings and Building Regulations, Chapter 7 – Finance and Taxation, Chapter 12 – Housing, and Chapter 16 – Sewage, Garbage, Refuse, and Weeds, or in compliance with Kentucky Department of Housings Buildings and Construction rules and requirements as is appropriate for those state institutions, parcels, or buildings which are subject to state regulations and oversight as opposed to local ordinances and regulations. If the Grantee becomes out of compliance with any of these provisions, it will contact the Government's Program Administrator immediately. Failure to resolve any such matters to the satisfaction of the Government may lead to termination of the Agreement for cause pursuant to Paragraph (25) herein below.
- (18) This Agreement may not be modified except by written agreement of the Government and the Grantee.
- (19) In any advertisement of the grant-funded project, whether oral or written communications, the Grantee agrees to identify the Lexington-Fayette Urban County Government as the source of the above referenced funds; the Grantee shall not specifically identify any individual or elected official as being responsible for the funds donated by the Government.
- (20) The Grantee agrees to allow the Government to publicize the Grantee's project through the Government's website and other media.
- (21) The Grantee agrees to reference the Lexington-Fayette Urban County Government's Water Quality Management Fee and the Stormwater Quality Projects Incentive Grant Program as a source of funding for the project on any permanent signage or educational brochures, presentations, websites, etc. produced using grant monies.
- (22) The Grantee is solely responsible for assuring that adequate and appropriate insurance or other necessary coverage is maintained during the term of this Agreement.
- (23) The Grantee shall provide equal opportunity in employment as required by applicable federal, state, and local laws, regulations, and ordinances.
- (24) The Government assumes no responsibility whatsoever in the Grantee's project activities. Grantee and Property Owner shall defend, indemnify, and hold harmless the Government from and against any and all liability, claims, damages, losses, actions, costs, expenses, obligations, fines, and assessments of whatever kind, including defense costs and attorney's fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, in whole or in part, from or by Grantee's or Property Owner's contractor(s), agents, or assigns, negligent acts or misconduct, or errors or omissions, or in any way connected with the activities carried out pursuant to this Agreement, the Grant award, or the Stormwater Quality Projects Incentive Grant Program.
- (25) If, through any cause, the Grantee or Property Owner shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if the Grantee or Property Owner shall violate any of the covenants, agreements, or stipulations of this Agreement, the

Government shall provide the Grantee thirty (30) calendar days to address the deficiency or violation. If the Grantee or Property Owner does not, after the thirty (30) days, come into compliance with this Agreement, the Government shall thereupon have the right to terminate this Agreement by giving written notice to the Grantee of such termination and specifying the effective date thereof, at least five (5) calendar days before the effective date of such termination. In that event, all finished or unfinished documents, receipts, and reports prepared by the Grantee shall, at the option of the Government, become its property and the Grantee shall immediately repay to the Government all monies received pursuant to this Agreement less any amount representing just and equitable compensation for the Government's share of any satisfactory work completed pursuant to the Agreement; provided, however, that for any project involving the construction of capital infrastructure, other than feasibility only projects, the Government's share of any satisfactory work completed shall not include feasibility or design costs.

(26) The Grantee's sole remedy for a breach of this Agreement by the Government shall be limited to the amount of the Grant.

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

LEXINGTON-FAYETTE URBAN COUNTY
GOVERNMENT

BY: _____
LINDA GORTON, MAYOR

ATTEST:

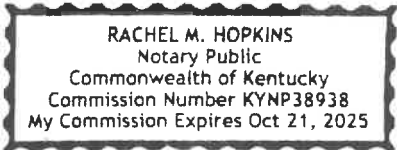
CLERK, URBAN COUNTY COUNCIL

Grantee Organization: WATERFORD II HOMEOWNERS ASSOCIATION, INC.
C/O COMMUNITY MANAGEMENT ASSOCIATES, LLC.
1795 ALYSHEBA WAY, SUITE 3103
LEXINGTON, KY 40509

BY: Matt Ellis
NAME: Matt Ellis
TITLE: Treasurer - Waterford II HOA

The foregoing Agreement was subscribed, sworn to and acknowledged before me by Matt Ellis, as the duly authorized representative for and on behalf of Waterford II Homeowners Association Inc, on this the 2 day of January, 20 24.
My commission expires: 10-21-2025.

Rhopkins
NOTARY PUBLIC



ATTACHMENT A
to the GRANT AWARD AGREEMENT
between Lexington-Fayette Urban County Government (LFUCG) and
Waterford II Homeowners Association, Inc.

GRANT PROGRAM

2024 Stormwater Quality Projects Incentive Grant Program
Class A Neighborhood Projects

- Funded through the LFUCG Water Quality Management Fee
- Administered by the LFUCG Division of Water Quality in the Department of Environmental Quality & Public Works

PROJECT TEAM AND CONTACT INFORMATION

Grantee Organization: Waterford II Homeowners Association, Inc.,
c/o Community Management Associates, LLC. *CMC*
1795 Alysheba Way, Suite 3103
Lexington, KY 40509
KY Organization #0305281

Organization President: Traci Doleman
859-552-0355 (phone)
tracid3@gmail.com (email)

Project Manager: Eric Dawalt, PE
859-806-1089 (phone)
edawaltrw@gmail.com (email)

Primary Project Contact: Matt Ellis
859-229-9950 (phone)
matt1335@gmail.com (email)

Secondary Project Contact Keith Kurzendoerfer
859-576-9590 (phone)
keith.kurzendoerfer@gmail.com (email)

Project Site Location & Property Owners: Waterford II Homeowners Association, Inc.
4000 Clearwater Way
Lexington, KY 40515

Design Engineering Firm: Stantec Consulting
3052 Beaumont Center Circle
Lexington, KY 40513
859-475-6140 (phone)
Sam Lee, P.E. (Engineer of Record)
Samuel.lee2@stantec.com (email)

PROJECT PLAN ELEMENTS

This project will consist of completing Phase 1 construction to replace the silted-in and failing amenity pond with a natural stream ecosystem. The Hardscape Infrastructure Removal and Stream Restoration Design Project will achieve the following goals:

- A. **Improve water quality** in West Hickman Creek by constructing a natural stream ecosystem capable of filtering pollutants.
- B. **Enhance aquatic habitat** by restoring a series of pools, runs and riffles which provide varying temperatures and channel velocities for habitat diversity.
- C. **Mitigate sediment release downstream** by replacing failing infrastructure and constructing grade control structures through the existing retention basin.
- D. **Establish riparian and wetland habitats** capable of reducing instream runoff velocities and filtering pollutants.

- E. **Educate the public about stormwater quality** by incorporating educational signage at the project site after construction explaining how the project improves stormwater quality.

1) DESIGN:

No grant-funded activities shall occur until the LFUCG Grant Manager gives Notice to Proceed, in writing, for the start of the project.

- Any work proposed within or on public right-of-way, easement, or LFUCG-owned property will require one or more permits or approvals. This includes installation permits for connection into any existing curb inlet or stormwater manhole located within public right-of-way. Please contact the appropriate staff:

Parks and Recreation, Chris Cooperrider – ccooperrider@lexingtonky.gov
Environmental Services (greenways), Demetria Mehlhorn – dkimball@lexingtonky.gov
Environmental Services (street trees), Heather Wilson – hwilson@lexingtonky.gov
Engineering (right-of-way), John Cassel – jcassel@lexingtonky.gov
Engineering (new development), Hillard Newman – hnewman@lexingtonky.gov
Sanitary Sewers, Chris Dent – cdent@lexingtonky.gov
Stormwater, Mark Sanders – msanders@lexingtonky.gov

- All federal, state, and local permits, approvals, and agreements required for construction of the proposed improvements shall be obtained prior to the start of construction. If the timing of construction is such that a permit may expire before construction can be completed, then the Organization shall coordinate with the LFUCG Grant Manager and permitting agencies on appropriate timing for permit submittals. The Organization is fully responsible to determine which approvals, permits, and encroachments are required for the project.
- Erosion and sediment control and traffic control measures shall be designed to meet all standards and follow guidelines in the LFUCG Engineering Manuals, and shall be shown on the design plans with appropriate notes.

2) CONSTRUCTION:

No construction shall occur until written approval from all affected property owners is provided to the LFUCG Grant Manager.

Facilities shall be constructed per the design plans and specifications. Construction of the proposed facilities shall also meet the following stipulations:

- Construction shall not begin until all permits, approvals, agreements, etc. are obtained and copies provided to the LFUCG Grant Manager.
- All existing utilities shall be contacted, located, and coordinated with prior to any work being performed.
- The Erosion and Sediment Control Plan shall be provided to LFUCG for review and comment. The LFUCG Land Disturbance Permit shall be obtained by the contractor after placement of the ESC and traffic control measures.
- Failure to place acceptable erosion and sediment control measures into service prior to start of construction will result in shut-down of the job site until the measures are put in place. Construction practices shall be put in place to prevent the illicit discharge of sediment, dirt, sand, fluids, trash, and any other pollutant into the Municipal Separate Storm Sewer System or Waters of the Commonwealth.
- The Organization shall host a pre-construction meeting with all parties. The LFUCG Grant Manager shall be invited to this meeting and given three (3) business days notice.

- The Organization is responsible to provide all construction oversight, administration, and daily inspection. LFUCG shall not provide these services.
- The Organization shall document construction by taking before, during, and after photographs.
- Once construction is complete, a final punch-list inspection shall be performed. The LFUCG Grant Manager shall be invited to this inspection and given five (5) business days notice. If punch-list items are identified, a second inspection shall be performed once those items are resolved, and the LFUCG Grant Manager shall be invited to this inspection and given three (3) business days notice.
- The Organization agrees to enter into the *Agreement to Maintain Stormwater Control Facilities Funded by an LFUCG Class A Stormwater Quality Projects Incentive Grant* included as Attachment B of the Grant Award Agreement within twenty-one (21) calendar days of the final (post punch-list) inspection. This Agreement may be recorded by LFUCG at the Fayette County Clerk's office.

REPORTING REQUIREMENTS

- 1) If the project is to be competitively bid, the selected contractor's unit price contract / bid list shall be provided to the LFUCG Grant Manager prior to the start of construction.
- 2) If the project is not competitively bid, the selected contractor's unit price contract shall be provided to the LFUCG Grant Manager prior to the start of construction, along with a justification for any derivations from the engineer's construction cost estimate.
- 3) The Organization shall submit copies of all required local, state, or federal permits, approvals, public or private encroachment agreements, etc. to the LFUCG Grant Manager prior to the start of construction.
- 4) Copies of written approval / agreement from affected property owners shall be provided to the LFUCG Grant Manager prior to proceeding with construction.
- 5) **The construction phase shall begin only after the LFUCG Grant Manager gives Notice to Proceed, in writing, for the start of the construction phase of the project.**
- 6) If, during construction, the contractor requests a deviation or addition to the quantities or costs in the construction contract, the LFUCG Grant Manager shall be notified within two (2) business days. Additions or modifications to the project that are not directly related to the intended and correct function of the stormwater control project elements as described in the Project Plan Elements listed above and in the original incentive grant application are not eligible for Grant reimbursement. Therefore, the Organization is advised that it should coordinate closely with the LFUCG Grant Manager during construction to ensure the work being performed is in compliance with this Agreement. Note that per the Grant Award Agreement all overruns that result in the project costs exceeding the Grant amount are the responsibility of the Organization.
- 7) After construction is completed, the Project Final Report shall include copies of the following:
 - Summary of final construction costs and quantities
 - Copies of all federal, state, and local permits obtained for the project (if not previously provided)
 - 3 copies of a Record Drawing showing all field changes, and signed and sealed by the professional of record certifying the project as shown meets all original design intent
 - Copies of final inspection minutes, punch-lists, etc.
 - Photo documentation of site conditions and improvements before, during, and after construction
 - Signed *Agreement to Maintain Stormwater Control Facilities Funded by an LFUCG Class A Stormwater Quality Projects Incentive Grant* (Note: This form will be completed after construction is completed and final costs determined.)
- 8) LFUCG shall make final payment of the 10% retainer after acceptance of the Project Final Report.

PERMANENT FACILITIES / INFRASTRUCTURE

Permanent Capital Infrastructure: This grant does include Permanent Capital Infrastructure for purposes of the Grant Award Agreement.

Ownership: The proposed permanent facilities are expected to reside on private property in Fayette County and be owned by the property owners.

Future Inspection and Maintenance: The Organization (and / or Property Owner) agrees to sign and abide by the terms of the *Agreement to Maintain Stormwater Control Facilities Funded by an LFUCG Class A Stormwater Quality Projects Incentive Grant* included as Attachment B to the Grant Award Agreement. At the end of construction, the Organization may choose to: a) enter into the Agreement with LFUCG and assume responsibility for maintenance, or b) enter into the Agreement with LFUCG for responsibility to ensure maintenance, and enter into a second private agreement with the property owners to perform the future maintenance.

Monitoring by LFUCG: The Organization agrees to allow LFUCG staff future access to any property on which work is performed to monitor the installed features for compliance with this Agreement following the grant period. After the grant period has ended, the Organization agrees to allow LFUCG access for monitoring per the terms of the Maintenance Agreement. Water quality sampling via grab samples or other methods may be employed by LFUCG staff as part of its Kentucky Pollutant Discharge Elimination System (KPDES) MS4 Phase 1 Permit.

SITE / CONSTRUCTION ACCESS

If work is to be performed on private property (including LFUCG-owned), the Organization is responsible to obtain written authorization from the affected property owner(s) allowing such access. No permanent feature (including plantings), shall be placed upon private property without prior signed authorization from the owner. The written authorization(s) shall be provided to the LFUCG Grant Manager prior to work commencing.

ADDITIONAL GRANT STIPULATIONS

1. Tree plantings shall be coordinated with existing utilities prior to plantings, and if possible, trees shall not be planted within 10' of an existing utility. Encroachment agreements shall be obtained when working within any private utility areas.
2. Tree removal and planting activities shall be reviewed and approved by the Division of Environmental Services Urban Forester and/or Arborist prior to any tree removal or planting activities.
3. Applicant shall obtain written approval/agreement prior to work being done on properties not owned by the Applicant.
4. Applicant shall verify the need and ensure all permits are received (i.e., FEMA, Army Corps, DOW, etc.) prior to any stream bank stabilization work.
5. Educational signage is to be approved by the Grant Manager or Administrator prior to production.
6. BMP locations are to be modified to comply with the minimum setback distances stipulated in the Engineering Manuals, Codes, Regulations, and Ordinances.
7. An Inspection, Operations, and Maintenance (IOM) Plan shall be provided at the conclusion of the project.

GRANT PERIOD & PROJECT SCHEDULE

The grant period starts on the date of execution by the Mayor and extends for the time period as listed in the Grant Award Agreement. Any time extensions must be approved in writing by the LFUCG Grant Manager and Program Administrator. The project schedule shown in Table 1 is preliminary. Proposed changes to the project which alter this schedule significantly shall be discussed with the LFUCG Grant Manager prior to implementation.

TABLE 1 – PRELIMINARY PROJECT SCHEDULE

Activity	Schedule
Approval of Grant Award Agreement and Notice to Proceed (NTP)	Anticipated February 2024
Kickoff Meeting with LFUCG and Stakeholders	April 2024
Project Construction	July – October 2024
Construction Significant Completion/Punch list Meeting with LFUCG and Stakeholders	November 2024
Record Drawings	December 2024
Vegetation Planting	April 2025
Provide Project Final Report to LFUCG	Within 1 month of completion of construction

PROJECT BUDGET – GRANT ELIGIBLE EXPENSES

Table 2 lists the eligible expenses for this project. Only properly invoiced items shall be reimbursed with grant monies or counted toward the Organization’s cost share.

Any work performed on this project prior to grant award by the Urban County Council and Notice to Proceed from the LFUCG Grant Administrator is NOT an eligible expense and shall not be reimbursed or counted toward the cost share.

Construction cost items given in Table 2 are conceptual and the construction estimate will be revised and submitted to the LFUCG Grant Manager for review prior to construction and again once bids are received. **The Grant is a not-to-exceed amount, and any cost overruns are the responsibility of the Grantee.** Note that the Grant shall not be used to fund any project element that is required by local, state, or federal regulation in relation to any new development or redevelopment associated with the stormwater quality improvement project as described herein. Donated professional service hours shall be valued at the Median Hourly Wage for the service provided as published by the U.S. Department of Labor, Bureau of Labor Statistics, State Occupational Employment and Wage Estimates for Kentucky (current website: http://www.bls.gov/oes/current/oes_ky.htm).

TABLE 2 – ELIGIBLE EXPENSES

	Type of Expense	Participants	Item	Unit Price		Quantity	Funded by Organization	Funded by Grant	Total Expense
1	Construction	Ridgewater	General Conditions, Grant Management	\$ 10,000.00	LS	1.0	\$ 2,000.00	\$ 8,000.00	\$ 10,000.00
2	Construction	Ridgewater	Mobilization, Demobilization	\$ 10,000.00	LS	1.0	\$ 2,000.00	\$ 8,000.00	\$ 10,000.00
3	Construction	Ridgewater	Demolition - Existing concrete spillway weir	\$ 2,000.00	LS	1.0	\$ 400.00	\$ 1,600.00	\$ 2,000.00
4	Construction	Ridgewater	Demolition - Existing concrete dam spillway & apron	\$ 200.00	CY	0.0	\$ -	\$ -	\$ -
5	Construction	Ridgewater	Channel Excavation & Placement (on-site) - Phase 1	\$ 15.00	CY	1777.8	\$ 5,333.33	\$ 21,333.33	\$ 26,666.67
6	Construction	Ridgewater	Channel Excavation & Placement (on-site) - Phase 2	\$ 15.00	CY	0.0	\$ -	\$ -	\$ -
7	Construction	Ridgewater	Rock (6" D50) - Riffles & Grade Controls - Phase 1 (purchased)	\$ 50.00	Ton	483.3	\$ 4,833.33	\$ 19,333.33	\$ 24,166.67
8	Construction	Ridgewater	Rock (6" D50) - Riffles & Grade Controls - Phase 1 (reuse on-site rock)	\$ 10.00	Ton	266.7	\$ 533.33	\$ 2,133.33	\$ 2,666.67
9	Construction	Ridgewater	Rock (12" D50) - Spillway Replacement - Phase 2	\$ 50.00	Ton		\$ -	\$ -	\$ -
10	Construction	Ridgewater	Riparian Buffer Planting (Bare Roots and Wildflower Seed)	\$ 4,000.00	AC	1.0	\$ 800.00	\$ 3,200.00	\$ 4,000.00
11	Construction	Ridgewater	Trees - Container (Large and Medium)	\$ 200.00	EA	37.0	\$ 1,480.00	\$ 5,920.00	\$ 7,400.00
12	Construction	Ridgewater	Trees and Shrubs - Container (Small)	\$ 100.00	EA	32.0	\$ 640.00	\$ 2,560.00	\$ 3,200.00
13	Construction	Ridgewater	Nature Trail/Stepping Stones	\$ 1,000.00	LS	1.0	\$ 200.00	\$ 800.00	\$ 1,000.00
14	Construction	Ridgewater	Erosion Control Blanket - Phase 1	\$ 6.00	SY	3911.1	\$ 4,693.33	\$ 18,773.33	\$ 23,466.67
15	Construction	Ridgewater	Erosion Control Blanket - Phase 2	\$ 6.00	SY		\$ -	\$ -	\$ -
16	Construction	Ridgewater	Seed and Straw	\$ 2,000.00	AC	1.0	\$ 400.00	\$ 1,600.00	\$ 2,000.00
17	Construction	Ridgewater	Erosion and Sediment Control (SCE, pump around, etc.)	\$ 10,000.00	LS	1.0	\$ 2,000.00	\$ 8,000.00	\$ 10,000.00
18	Construction	Ridgewater	Safety Fence	\$ 2.00	LF	1000.0	\$ 400.00	\$ 1,600.00	\$ 2,000.00
19	Construction	Ridgewater, Stantec	Develop Educational Sign Graphics	\$ 130.00	HR	20.0	\$ 520.00	\$ 2,080.00	\$ 2,600.00
20	Construction	Ridgewater, Stantec	Educational Sign	\$ 1,000.00	LS	1.0	\$ 200.00	\$ 800.00	\$ 1,000.00
21	Construction	Ridgewater, Stantec	Record Drawings by P.E.	\$ 150.00	HR	20.0	\$ 600.00	\$ 2,400.00	\$ 3,000.00
22	Construction	Ridgewater	Construction Contingency	\$ 14,833.33	LS	1.0	\$ 2,966.67	\$ 11,866.66	\$ 14,833.33
22				TOTAL PROJECT BUDGET:			\$ 30,000.00	\$ 120,000.00	\$ 150,000.00
23							ORGANIZATION	GRANT	
24							SHARE*	SHARE	
25				COST SHARE % = 20.00% MUST BE ≥ 20%			20.0%	80.0%	

FIGURE 1 – MAP OF PROJECT AREA (FROM PROPERTY VALUATION ADMINISTRATOR)



RESOLUTION NO. _____ – 2024

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT AWARDING A CLASS A (NEIGHBORHOOD) INCENTIVE GRANT TO WATERFORD II HOMEOWNERS ASSOCIATION, INC., FOR A STORMWATER QUALITY PROJECT, AT A COST NOT TO EXCEED \$120,000.00.

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute an Agreement, which is attached hereto and incorporated herein by reference, awarding a Class A (Neighborhood) Incentive Grant to Waterford II Homeowners Association, Inc., for a stormwater quality project.

Section 2 – That an amount, not to exceed \$120,000.00, be and hereby is approved for payment to Waterford II Homeowners Association, Inc., from account # 4052-303204-3373-78112, pursuant to the terms of the Agreement.

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

PASSED URBAN COUNTY COUNCIL:

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL
0100-24:EPT_4872-2714-4353, v. 1

RESOLUTION NO. 059 – 2024

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT AWARDING A CLASS A (NEIGHBORHOOD) INCENTIVE GRANT TO WATERFORD II HOMEOWNERS ASSOCIATION, INC., FOR A STORMWATER QUALITY PROJECT, AT A COST NOT TO EXCEED \$120,000.00.

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute an Agreement, which is attached hereto and incorporated herein by reference, awarding a Class A (Neighborhood) Incentive Grant to Waterford II Homeowners Association, Inc., for a stormwater quality project.

Section 2 – That an amount, not to exceed \$120,000.00, be and hereby is approved for payment to Waterford II Homeowners Association, Inc., from account # 4052-303204-3373-78112, pursuant to the terms of the Agreement.

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

PASSED URBAN COUNTY COUNCIL: February 15, 2024

Linda Gorton

MAYOR

ATTEST:

[Signature]

CLERK OF URBAN COUNTY COUNCIL

0100-24:EPT_4872-2714-4353, v. 1

GRANT AWARD AGREEMENT*Fiscal Year 2024 Class A Incentive Grant Program*

THIS AGREEMENT, made and entered into on the 20th day of February, 2024, by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the Commonwealth of Kentucky, pursuant to KRS Chapter 67A (hereinafter "Government"), on behalf of its Division of Water Quality, and **WATERFORD II HOMEOWNERS ASSOCIATION, INC., C/O COMMUNITY MANAGEMENT ASSOCIATES, LLC, 1795 ALYSHEBA WAY, SUITE 3103, LEXINGTON, KY 40509**, (hereinafter "Grantee").

WITNESSETH:

WHEREAS, the Government has funds available through the Stormwater Quality Projects Incentive Grant Program to assist qualified applicants in the implementation of projects that meet the goals of the program; and

WHEREAS, the Grantee represents directly or indirectly a group of single-family residences in Fayette County who are fee-payers of the Government's Water Quality Management Fee; and

WHEREAS, the Grantee has proposed a need for the funds requested to develop and implement a proposed project by submitting a valid grant application; and

WHEREAS, the Grantee desires to implement a specific project that meets one or more Incentive Grant program goals to improve water quality, reduce stormwater runoff, and provide public or private education related to stormwater quality for the benefit of its members, community, and the general public; and

WHEREAS, the Grantee's grant application has been reviewed and selected for funding by the Government's Water Quality Fees Board in accordance with Sections 16-408 and 16-410 of the Government's Code of Ordinances;

THAT FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS HEREIN EXPRESSED, GOVERNMENT AND GRANTEE AGREE AS FOLLOWS:

- (1) The Government hereby grants the Grantee the sum of **\$120,000.00** (hereinafter "the Grant"), for use in implementing the project elements as listed in Attachment A which is incorporated herein by reference as if fully set out herein.
- (2) The Grantee agrees to match the Grant with contributions, labor, and other services equal to or greater than 20% of the total project cost.
- (3) The Grantee agrees to use the Grant only for the activities set forth in Attachment A.
- (4) The Grantee agrees to perform periodic reporting as detailed in Paragraph (5) herein below, and provide to the Government a Project Final Report, in digital and hard copy, within thirty (30) calendar days of the completion of the project elements following a standardized format to be provided by the Government summarizing all work completed and detailing the total grant expenditures.

- (5) The Grant to the Grantee shall be disbursed in the following manner:
- (a) The Grantee shall submit, at least once every three (3) months, a *Grant Reimbursement Form* and a *Request for Funds*, in standardized format provided by the Government, to the Government's Grant Manager designated by the Director of the Division of Water Quality for the project. The *Request for Funds* shall include documentation that the Grantee has already expended the requested funds or shall be in a position to expend properly the requested funds within thirty (30) days of receipt of the funds. The *Request for Funds* shall include full accounting of all eligible grant-related expenses, as listed in Attachment A. Copies of invoices, purchase orders, or receipts showing vendor, date, amount, and items purchased or ordered shall be provided with the *Request for Funds*.
 - (b) Each *Request for Funds* shall include documentation of all of the Grantee's Match Costs listed in Attachment A and claimed for the prior period. Each *Request for Funds* shall include a minimum of 10% cost share. For cash expenditures, this shall include receipts, showing vendor paid, date, amount, and items purchased. For volunteer hours, this shall include sign-in sheets describing the events with signatures, name, address, time in and time out (or length of event), for each participant (volunteers must be 12 years of age or older). For mileage, this shall include driver name, type of vehicle, location to and from, date, and miles driven.
 - (c) Each *Request for Funds* shall be accompanied by a *Project Status Report*, in a standardized format provided by the Government, describing the progress of the project to date, including a description and schedule of all activities completed, and hardcopy or electronic copies of materials completed and/or used to date. For educational events (if applicable), copies of the class sign-in sheets documenting the number of attendees shall be provided.
 - (d) The Government's Grant Manager shall review each *Request for Funds* and supporting documents for compliance with the terms of this Agreement and the guidelines of the Stormwater Quality Projects Incentive Grant Program. If the Government's Grant Manager finds the Grantee's *Request for Funds* is in compliance with the terms of this Agreement and the Program's guidelines and that the activity progress and management program of the Grantee satisfy the terms of this Agreement, he or she shall approve the *Request for Funds* within 15 days of receipt, and then forward it to the Division of Accounting for payment.
 - (e) Should the Government's Program Administrator determine that the Grantee is not in compliance with the terms of this Agreement and/or the Stormwater Quality Projects Incentive Grant Program, including deficiencies in progress and/or management of the project, the Division of Water Quality shall notify the Mayor's Office and the appropriate district Council person and shall meet with the Grantee on matters that prevent approval of the *Request for Funds*. Failure to resolve any such matters to the satisfaction of the Government may lead to termination of the Agreement for cause pursuant to Paragraph (25) herein below.
 - (f) The Government shall release payment of the final 10% of the Grant only after receipt and acceptance of the Project Final Report. The Government's Grant Manager shall review the Project Final Report and provide comments to the Grantee within 15 calendar days or, if acceptable, forward approval to the Division of Accounting for payment.
- (6) For any project which includes installation of permanent capital infrastructure as listed in Attachment A (not to include individual rain barrels, small rain gardens, and pond equipment), the Grantee agrees to meet all design standards specified in the Government's Engineering Manuals and/or as further described in Attachment A in the design of all Grant-funded improvements. This includes all associated activities including but not limited to erosion and sediment control, traffic control, utility relocations, seeding, etc. The Grantee further agrees to design the facilities in such a way as not to preclude the potential for future water quality / quantity monitoring by the Government.

- (7) For any project which includes installation of permanent capital infrastructure as listed in Attachment A, the Grantee agrees to provide in hard copy and electronic format the following deliverables as they become available, each sealed by a Professional Engineer licensed in the Commonwealth of Kentucky (or Registered Landscape Architect when allowed by Kentucky Revised Statutes 323A.010):
- Design calculations;
 - Final construction plans, including erosion and sediment control plans, traffic control plans, grading plans, etc.;
 - Final specifications and bidding documents (if applicable);
 - Detailed engineer's construction cost estimate including quantities;
 - Inspection, Operation, and Maintenance Plan laying out the plan for regular inspection and maintenance of each proposed facility for design performance and safety in accordance with manufacturer's specifications and the Government's Stormwater Manual;
 - Copies of all federal, state, and local permits, approvals, encroachments, etc. obtained for the project;
 - Record Drawing showing all field changes, and signed and sealed by the professional of record certifying the project as shown meets all original design intent;
 - Photo documentation of site conditions and improvements before, during, and after construction.
- (8) For any project which includes installation of permanent capital infrastructure listed in Attachment A, the Grantee shall provide, by the end of the design phase, certification by a Professional Engineer or Registered Landscape Architect licensed in Kentucky that all stormwater control facilities proposed for this project are feasible and viable Best Management Practices (BMPs) for controlling stormwater quality and/or quantity and are appropriate for the project site.
- (9) The Grantee and Property Owner agree that any and all stormwater control facilities, including equipment and infrastructure, constructed or purchased with Grant monies shall remain the property of the Grantee, or the current property owner, or his successors and assigns, unless otherwise noted in Attachment A.
- (10) The Grantee and Property Owner agree that all stormwater control facilities, including equipment and infrastructure shall remain in service and maintained by the Grantee or its representatives and the Property Owner for at least the Service Life listed in the Inspection, Operation, and Maintenance Plan developed for each facility referenced in Paragraph (7) above. For capital infrastructure, the Grantee and Property Owner further accepts and agrees to enter into the "*Agreement to Maintain Stormwater Control Facilities Funded by an LFUCG Class A Stormwater Quality Projects Incentive Grant*" attached hereto as Attachment B and which is incorporated herein by reference as if fully set out herein.
- (11) The Grantee agrees, and all individual property owners with grant-funded improvements installed on their properties shall agree, to allow the Government access to perform monitoring of the project elements for compliance with this Agreement.
- (12) The Grantee agrees to comply with all applicable local, state, and federal rules, regulations, ordinances, and laws in implementation of the project.
- (13) The Grantee agrees to obtain all necessary local, state, and federal permits and approvals in a timely manner and prior to the start of any work requiring such permits or approvals.
- (14) The Grantee agrees to obtain written approval from the Government's Grant Manager or Program Administrator for any proposed changes to the Project Team or Project Plan as listed in Attachment A prior to implementing the changes. Failure to gain written approval prior to making changes may lead to termination of the Agreement for cause pursuant to Paragraph (25) herein below.
- (15) The term of this Agreement shall be from the date of this Agreement until completion of the project outlined herein. The Grantee agrees to complete the project within **18** months from the date of this Agreement. The Grantee agrees to obtain written approval from the Government's Grant Manager and Program Administrator for any time extensions beyond the

grant period. Failure to gain written approval prior to making changes may lead to termination of the Agreement for cause pursuant to Paragraph (25) herein below.

- (16) The Grantee understands that the Grant shown herein in Paragraph (1) is a not-to-exceed amount, and any additional funding needed to complete the project elements listed in Attachment A is the responsibility of the Grantee. If it becomes apparent to the Grantee or the Government that the Grantee will be unable to complete the project either in the manner or for the amount described in this Agreement, then the Grantee must immediately notify the Government's Grant Manager and Program Administrator by providing a complete and detailed written explanation of its inability to comply with the terms of the Agreement. The Grantee must further provide the Government's Grant Manager and Program Administrator with a complete and detailed written explanation of any proposed changes, and the reasons for those changes.
- (17) The Grantee asserts that it is an incorporated organization registered in active status with the Commonwealth of Kentucky Secretary of State, and is in full compliance with all applicable provisions of the Lexington-Fayette Urban County Government's Code of Ordinances Chapter 5 – Buildings and Building Regulations, Chapter 7 – Finance and Taxation, Chapter 12 – Housing, and Chapter 16 – Sewage, Garbage, Refuse, and Weeds, or in compliance with Kentucky Department of Housings Buildings and Construction rules and requirements as is appropriate for those state institutions, parcels, or buildings which are subject to state regulations and oversight as opposed to local ordinances and regulations. If the Grantee becomes out of compliance with any of these provisions, it will contact the Government's Program Administrator immediately. Failure to resolve any such matters to the satisfaction of the Government may lead to termination of the Agreement for cause pursuant to Paragraph (25) herein below.
- (18) This Agreement may not be modified except by written agreement of the Government and the Grantee.
- (19) In any advertisement of the grant-funded project, whether oral or written communications, the Grantee agrees to identify the Lexington-Fayette Urban County Government as the source of the above referenced funds; the Grantee shall not specifically identify any individual or elected official as being responsible for the funds donated by the Government.
- (20) The Grantee agrees to allow the Government to publicize the Grantee's project through the Government's website and other media.
- (21) The Grantee agrees to reference the Lexington-Fayette Urban County Government's Water Quality Management Fee and the Stormwater Quality Projects Incentive Grant Program as a source of funding for the project on any permanent signage or educational brochures, presentations, websites, etc. produced using grant monies.
- (22) The Grantee is solely responsible for assuring that adequate and appropriate insurance or other necessary coverage is maintained during the term of this Agreement.
- (23) The Grantee shall provide equal opportunity in employment as required by applicable federal, state, and local laws, regulations, and ordinances.
- (24) The Government assumes no responsibility whatsoever in the Grantee's project activities. Grantee and Property Owner shall defend, indemnify, and hold harmless the Government from and against any and all liability, claims, damages, losses, actions, costs, expenses, obligations, fines, and assessments of whatever kind, including defense costs and attorney's fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, in whole or in part, from or by Grantee's or Property Owner's contractor(s), agents, or assigns, negligent acts or misconduct, or errors or omissions, or in any way connected with the activities carried out pursuant to this Agreement, the Grant award, or the Stormwater Quality Projects Incentive Grant Program.
- (25) If, through any cause, the Grantee or Property Owner shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if the Grantee or Property Owner shall violate any of the covenants, agreements, or stipulations of this Agreement, the

Government shall provide the Grantee thirty (30) calendar days to address the deficiency or violation. If the Grantee or Property Owner does not, after the thirty (30) days, come into compliance with this Agreement, the Government shall thereupon have the right to terminate this Agreement by giving written notice to the Grantee of such termination and specifying the effective date thereof, at least five (5) calendar days before the effective date of such termination. In that event, all finished or unfinished documents, receipts, and reports prepared by the Grantee shall, at the option of the Government, become its property and the Grantee shall immediately repay to the Government all monies received pursuant to this Agreement less any amount representing just and equitable compensation for the Government's share of any satisfactory work completed pursuant to the Agreement; provided, however, that for any project involving the construction of capital infrastructure, other than feasibility only projects, the Government's share of any satisfactory work completed shall not include feasibility or design costs.

(26) The Grantee's sole remedy for a breach of this Agreement by the Government shall be limited to the amount of the Grant.

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

LEXINGTON-FAYETTE URBAN COUNTY
GOVERNMENT

BY: *Linda Gorton*
LINDA GORTON, MAYOR

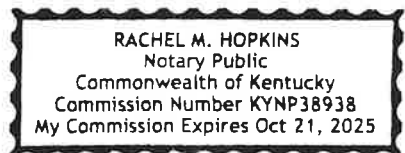
ATTEST:
Mackenzie Stock
CLERK, URBAN COUNTY COUNCIL

Grantee Organization: WATERFORD II HOMEOWNERS ASSOCIATION, INC.
C/O COMMUNITY MANAGEMENT ASSOCIATES, LLC.
1795 ALYSHEBA WAY, SUITE 3103
LEXINGTON, KY 40509

BY: *Matt Ellis*
NAME: *Matt Ellis*
TITLE: *Treasurer - Waterford II HOA*

The foregoing Agreement was subscribed, sworn to and acknowledged before me by *Matt Ellis*, as the duly authorized representative for and on behalf of *Waterford II Homeowners Association Inc.* on this the *2* day of *January*, 20 *24*.
My commission expires: *10-21-2025*.

Rhopkins
NOTARY PUBLIC



ATTACHMENT A
to the GRANT AWARD AGREEMENT
between Lexington-Fayette Urban County Government (LFUCG) and
Waterford II Homeowners Association, Inc.

GRANT PROGRAM **2024 Stormwater Quality Projects Incentive Grant Program**
Class A Neighborhood Projects

- Funded through the LFUCG Water Quality Management Fee
- Administered by the LFUCG Division of Water Quality in the Department of Environmental Quality & Public Works

PROJECT TEAM AND CONTACT INFORMATION

Grantee Organization: Waterford II Homeowners Association, Inc.,
c/o Community Management Associates, LLC. CMG
1795 Alysheba Way, Suite 3103
Lexington, KY 40509
KY Organization #0305281

Organization President: Traci Doleman
859-552-0355 (phone)
tracid3@gmail.com (email)

Project Manager: Eric Dawalt, PE
859-806-1089 (phone)
edawaltrw@gmail.com (email)

Primary Project Contact: Matt Ellis
859-229-9950 (phone)
matt1335@gmail.com (email)

Secondary Project Contact Keith Kurzendoerfer
859-576-9590 (phone)
keith.kurzendoerfer@gmail.com (email)

**Project Site Location &
Property Owners:** Waterford II Homeowners Association, Inc.
4000 Clearwater Way
Lexington, KY 40515

Design Engineering Firm: Stantec Consulting
3052 Beaumont Center Circle
Lexington, KY 40513
859-475-6140 (phone)
Sam Lee, P.E. (Engineer of Record)
Samuel.lee2@stantec.com (email)

PROJECT PLAN ELEMENTS

This project will consist of completing Phase 1 construction to replace the silted-in and failing amenity pond with a natural stream ecosystem. The Hardscape Infrastructure Removal and Stream Restoration Design Project will achieve the following goals:

- A **Improve water quality** in West Hickman Creek by constructing a natural stream ecosystem capable of filtering pollutants.
- B. **Enhance aquatic habitat** by restoring a series of pools, runs and riffles which provide varying temperatures and channel velocities for habitat diversity.
- C. **Mitigate sediment release downstream** by replacing failing infrastructure and constructing grade control structures through the existing retention basin.
- D. **Establish riparian and wetland habitats** capable of reducing instream runoff velocities and filtering pollutants.

- E. **Educate the public about stormwater quality** by incorporating educational signage at the project site after construction explaining how the project improves stormwater quality.

1) DESIGN:

No grant-funded activities shall occur until the LFUCG Grant Manager gives Notice to Proceed, in writing, for the start of the project.

- Any work proposed within or on public right-of-way, easement, or LFUCG-owned property will require one or more permits or approvals. This includes installation permits for connection into any existing curb inlet or stormwater manhole located within public right-of-way. Please contact the appropriate staff:

Parks and Recreation, Chris Cooperrider – ccooperrider@lexingtonky.gov
 Environmental Services (greenways), Demetria Mehlhorn – dkimball@lexingtonky.gov
 Environmental Services (street trees), Heather Wilson – hwilson@lexingtonky.gov
 Engineering (right-of-way), John Cassel – jcassel@lexingtonky.gov
 Engineering (new development), Hillard Newman – hnewman@lexingtonky.gov
 Sanitary Sewers, Chris Dent – cdent@lexingtonky.gov
 Stormwater, Mark Sanders – msanders@lexingtonky.gov

- All federal, state, and local permits, approvals, and agreements required for construction of the proposed improvements shall be obtained prior to the start of construction. If the timing of construction is such that a permit may expire before construction can be completed, then the Organization shall coordinate with the LFUCG Grant Manager and permitting agencies on appropriate timing for permit submittals. The Organization is fully responsible to determine which approvals, permits, and encroachments are required for the project.
- Erosion and sediment control and traffic control measures shall be designed to meet all standards and follow guidelines in the LFUCG Engineering Manuals, and shall be shown on the design plans with appropriate notes.

2) CONSTRUCTION:

No construction shall occur until written approval from all affected property owners is provided to the LFUCG Grant Manager.

Facilities shall be constructed per the design plans and specifications. Construction of the proposed facilities shall also meet the following stipulations:

- Construction shall not begin until all permits, approvals, agreements, etc. are obtained and copies provided to the LFUCG Grant Manager.
- All existing utilities shall be contacted, located, and coordinated with prior to any work being performed.
- The Erosion and Sediment Control Plan shall be provided to LFUCG for review and comment. The LFUCG Land Disturbance Permit shall be obtained by the contractor after placement of the ESC and traffic control measures.
- Failure to place acceptable erosion and sediment control measures into service prior to start of construction will result in shut-down of the job site until the measures are put in place. Construction practices shall be put in place to prevent the illicit discharge of sediment, dirt, sand, fluids, trash, and any other pollutant into the Municipal Separate Storm Sewer System or Waters of the Commonwealth.
- The Organization shall host a pre-construction meeting with all parties. The LFUCG Grant Manager shall be invited to this meeting and given three (3) business days notice.

- The Organization is responsible to provide all construction oversight, administration, and daily inspection. LFUCG shall not provide these services.
- The Organization shall document construction by taking before, during, and after photographs.
- Once construction is complete, a final punch-list inspection shall be performed. The LFUCG Grant Manager shall be invited to this inspection and given five (5) business days notice. If punch-list items are identified, a second inspection shall be performed once those items are resolved, and the LFUCG Grant Manager shall be invited to this inspection and given three (3) business days notice.
- The Organization agrees to enter into the *Agreement to Maintain Stormwater Control Facilities Funded by an LFUCG Class A Stormwater Quality Projects Incentive Grant* included as Attachment B of the Grant Award Agreement within twenty-one (21) calendar days of the final (post punch-list) inspection. This Agreement may be recorded by LFUCG at the Fayette County Clerk's office.

REPORTING REQUIREMENTS

- 1) If the project is to be competitively bid, the selected contractor's unit price contract / bid list shall be provided to the LFUCG Grant Manager prior to the start of construction.
- 2) If the project is not competitively bid, the selected contractor's unit price contract shall be provided to the LFUCG Grant Manager prior to the start of construction, along with a justification for any derivations from the engineer's construction cost estimate.
- 3) The Organization shall submit copies of all required local, state, or federal permits, approvals, public or private encroachment agreements, etc. to the LFUCG Grant Manager prior to the start of construction.
- 4) Copies of written approval / agreement from affected property owners shall be provided to the LFUCG Grant Manager prior to proceeding with construction.
- 5) **The construction phase shall begin only after the LFUCG Grant Manager gives Notice to Proceed, in writing, for the start of the construction phase of the project.**
- 6) If, during construction, the contractor requests a deviation or addition to the quantities or costs in the construction contract, the LFUCG Grant Manager shall be notified within two (2) business days. Additions or modifications to the project that are not directly related to the intended and correct function of the stormwater control project elements as described in the Project Plan Elements listed above and in the original incentive grant application are not eligible for Grant reimbursement. Therefore, the Organization is advised that it should coordinate closely with the LFUCG Grant Manager during construction to ensure the work being performed is in compliance with this Agreement. Note that per the Grant Award Agreement all overruns that result in the project costs exceeding the Grant amount are the responsibility of the Organization.
- 7) After construction is completed, the Project Final Report shall include copies of the following:
 - Summary of final construction costs and quantities
 - Copies of all federal, state, and local permits obtained for the project (if not previously provided)
 - 3 copies of a Record Drawing showing all field changes, and signed and sealed by the professional of record certifying the project as shown meets all original design intent
 - Copies of final inspection minutes, punch-lists, etc.
 - Photo documentation of site conditions and improvements before, during, and after construction
 - Signed *Agreement to Maintain Stormwater Control Facilities Funded by an LFUCG Class A Stormwater Quality Projects Incentive Grant* (Note: This form will be completed after construction is completed and final costs determined.)
- 8) LFUCG shall make final payment of the 10% retainer after acceptance of the Project Final Report.

PERMANENT FACILITIES / INFRASTRUCTURE

Permanent Capital Infrastructure: This grant does include Permanent Capital Infrastructure for purposes of the Grant Award Agreement.

Ownership: The proposed permanent facilities are expected to reside on private property in Fayette County and be owned by the property owners.

Future Inspection and Maintenance: The Organization (and / or Property Owner) agrees to sign and abide by the terms of the *Agreement to Maintain Stormwater Control Facilities Funded by an LFUCG Class A Stormwater Quality Projects Incentive Grant* included as Attachment B to the Grant Award Agreement. At the end of construction, the Organization may choose to: a) enter into the Agreement with LFUCG and assume responsibility for maintenance, or b) enter into the Agreement with LFUCG for responsibility to ensure maintenance, and enter into a second private agreement with the property owners to perform the future maintenance.

Monitoring by LFUCG: The Organization agrees to allow LFUCG staff future access to any property on which work is performed to monitor the installed features for compliance with this Agreement following the grant period. After the grant period has ended, the Organization agrees to allow LFUCG access for monitoring per the terms of the Maintenance Agreement. Water quality sampling via grab samples or other methods may be employed by LFUCG staff as part of its Kentucky Pollutant Discharge Elimination System (KPDES) MS4 Phase 1 Permit.

SITE / CONSTRUCTION ACCESS

If work is to be performed on private property (including LFUCG-owned), the Organization is responsible to obtain written authorization from the affected property owner(s) allowing such access. No permanent feature (including plantings), shall be placed upon private property without prior signed authorization from the owner. The written authorization(s) shall be provided to the LFUCG Grant Manager prior to work commencing.

ADDITIONAL GRANT STIPULATIONS

1. Tree plantings shall be coordinated with existing utilities prior to plantings, and if possible, trees shall not be planted within 10' of an existing utility. Encroachment agreements shall be obtained when working within any private utility areas.
2. Tree removal and planting activities shall be reviewed and approved by the Division of Environmental Services Urban Forester and/or Arborist prior to any tree removal or planting activities.
3. Applicant shall obtain written approval/agreement prior to work being done on properties not owned by the Applicant.
4. Applicant shall verify the need and ensure all permits are received (i.e., FEMA, Army Corps, DOW, etc.) prior to any stream bank stabilization work.
5. Educational signage is to be approved by the Grant Manager or Administrator prior to production.
6. BMP locations are to be modified to comply with the minimum setback distances stipulated in the Engineering Manuals, Codes, Regulations, and Ordinances.
7. An Inspection, Operations, and Maintenance (IOM) Plan shall be provided at the conclusion of the project.

GRANT PERIOD & PROJECT SCHEDULE

The grant period starts on the date of execution by the Mayor and extends for the time period as listed in the Grant Award Agreement. Any time extensions must be approved in writing by the LFUCG Grant Manager and Program Administrator. The project schedule shown in Table 1 is preliminary. Proposed changes to the project which alter this schedule significantly shall be discussed with the LFUCG Grant Manager prior to implementation.

TABLE 1 – PRELIMINARY PROJECT SCHEDULE

Activity	Schedule
Approval of Grant Award Agreement and Notice to Proceed (NTP)	Anticipated February 2024
Kickoff Meeting with LFUCG and Stakeholders	April 2024
Project Construction	July – October 2024
Construction Significant Completion/Punch list Meeting with LFUCG and Stakeholders	November 2024
Record Drawings	December 2024
Vegetation Planting	April 2025
Provide Project Final Report to LFUCG	Within 1 month of completion of construction

PROJECT BUDGET – GRANT ELIGIBLE EXPENSES

Table 2 lists the eligible expenses for this project. Only properly invoiced items shall be reimbursed with grant monies or counted toward the Organization’s cost share.

Any work performed on this project prior to grant award by the Urban County Council and Notice to Proceed from the LFUCG Grant Administrator is NOT an eligible expense and shall not be reimbursed or counted toward the cost share.

Construction cost items given in Table 2 are conceptual and the construction estimate will be revised and submitted to the LFUCG Grant Manager for review prior to construction and again once bids are received. **The Grant is a not-to-exceed amount, and any cost overruns are the responsibility of the Grantee.** Note that the Grant shall not be used to fund any project element that is required by local, state, or federal regulation in relation to any new development or redevelopment associated with the stormwater quality improvement project as described herein. Donated professional service hours shall be valued at the Median Hourly Wage for the service provided as published by the U.S. Department of Labor, Bureau of Labor Statistics, State Occupational Employment and Wage Estimates for Kentucky (current website: http://www.bls.gov/oes/current/oes_ky.htm).

TABLE 2 – ELIGIBLE EXPENSES

	Type of Expense	Participants	Item	Unit Price		Quantity	Funded by Organization	Funded by Grant	Total Expense
1	Construction	Ridgewater	General Conditions, Grant Management	\$ 10,000.00	LS	1.0	\$ 2,000.00	\$ 8,000.00	\$ 10,000.00
2	Construction	Ridgewater	Mobilization, Demobilization	\$ 10,000.00	LS	1.0	\$ 2,000.00	\$ 8,000.00	\$ 10,000.00
3	Construction	Ridgewater	Demolition - Existing concrete spillway weir	\$ 2,000.00	LS	1.0	\$ 400.00	\$ 1,600.00	\$ 2,000.00
4	Construction	Ridgewater	Demolition - Existing concrete dam spillway & apron	\$ 200.00	CY	0.0	\$ -	\$ -	\$ -
5	Construction	Ridgewater	Channel Excavation & Placement (on-site) - Phase 1	\$ 15.00	CY	1777.8	\$ 5,333.33	\$ 21,333.33	\$ 26,666.67
6	Construction	Ridgewater	Channel Excavation & Placement (on-site) - Phase 2	\$ 15.00	CY	0.0	\$ -	\$ -	\$ -
7	Construction	Ridgewater	Rock (6" D50) - Riffles & Grade Controls - Phase 1 (purchased)	\$ 50.00	Ton	483.3	\$ 4,833.33	\$ 19,333.33	\$ 24,166.67
8	Construction	Ridgewater	Rock (6" D50) - Riffles & Grade Controls - Phase 1 (reuse on-site rock)	\$ 10.00	Ton	266.7	\$ 533.33	\$ 2,133.33	\$ 2,666.67
9	Construction	Ridgewater	Rock (12" D50) - Spillway Replacement - Phase 2	\$ 50.00	Ton		\$ -	\$ -	\$ -
10	Construction	Ridgewater	Riparian Buffer Planting (Bare Roots and Wildflower Seed)	\$ 4,000.00	AC	1.0	\$ 800.00	\$ 3,200.00	\$ 4,000.00
11	Construction	Ridgewater	Trees - Container (Large and Medium)	\$ 200.00	EA	37.0	\$ 1,480.00	\$ 5,920.00	\$ 7,400.00
12	Construction	Ridgewater	Trees and Shrubs - Container (Small)	\$ 100.00	EA	32.0	\$ 640.00	\$ 2,560.00	\$ 3,200.00
13	Construction	Ridgewater	Nature Trail/Stepping Stones	\$ 1,000.00	LS	1.0	\$ 200.00	\$ 800.00	\$ 1,000.00
14	Construction	Ridgewater	Erosion Control Blanket - Phase 1	\$ 6.00	SY	3911.1	\$ 4,693.33	\$ 18,773.33	\$ 23,466.67
15	Construction	Ridgewater	Erosion Control Blanket - Phase 2	\$ 6.00	SY		\$ -	\$ -	\$ -
16	Construction	Ridgewater	Seed and Straw	\$ 2,000.00	AC	1.0	\$ 400.00	\$ 1,600.00	\$ 2,000.00
17	Construction	Ridgewater	Erosion and Sediment Control (SCE, pump around, etc.)	\$ 10,000.00	LS	1.0	\$ 2,000.00	\$ 8,000.00	\$ 10,000.00
18	Construction	Ridgewater	Safety Fence	\$ 2.00	LF	1000.0	\$ 400.00	\$ 1,600.00	\$ 2,000.00
19	Construction	Ridgewater, Stantec	Develop Educational Sign Graphics	\$ 130.00	HR	20.0	\$ 520.00	\$ 2,080.00	\$ 2,600.00
20	Construction	Ridgewater, Stantec	Educational Sign	\$ 1,000.00	LS	1.0	\$ 200.00	\$ 800.00	\$ 1,000.00
21	Construction	Ridgewater, Stantec	Record Drawings by P.E.	\$ 150.00	HR	20.0	\$ 600.00	\$ 2,400.00	\$ 3,000.00
22	Construction	Ridgewater	Construction Contingency	\$ 14,833.33	LS	1.0	\$ 2,966.67	\$ 11,866.66	\$ 14,833.33
22	TOTAL PROJECT BUDGET:						\$ 30,000.00	\$ 120,000.00	\$ 150,000.00
23							ORGANIZATION	GRANT	
24	COST SHARE % = 20.00% OK						SHARE*	SHARE	
25	MUST BE ≥ 20%						20.0%	80.0%	

FIGURE 1 – MAP OF PROJECT AREA (FROM PROPERTY VALUATION ADMINISTRATOR)



Stormwater Quality Projects Incentive Grant Program



PROJECT SITE:
4000 CLEARWATER WAY

WATERFORD II HOMEOWNERS ASSOCIATION, INC.

ATTACHMENT B
TO FY 2024 CLASS A GRANT AWARD AGREEMENTS

DO NOT WRITE ABOVE THIS LINE

Agreement to Maintain Stormwater Control Facilities
Funded by an LFUCG Class A Stormwater Quality Projects Incentive Grant

The upkeep and maintenance of stormwater control facilities is essential to the protection of aquatic resources. All property owners receiving grant funds from the Lexington-Fayette Urban County Government through the Stormwater Quality Projects Incentive Grant Program for construction of any stormwater control facility are expected to conduct business in a manner that promotes resource protection. For purposes of this document, a “stormwater control facility” is an equivalent term for “stormwater control device” or “stormwater management system or facility,” and is any detention basin, detention pond, drainage way, extended detention basin, retention basin, catch basin, outlet, or any other structure or equipment or feature thereof, in whole or in part, designed to control stormwater quantity or improve stormwater quality. This Agreement contains specific provisions with respect to maintenance of the stormwater control facilities described below.

PROPERTY SITE ADDRESS: _____

PROPERTY OWNER NAME: _____

DESCRIPTION:
Funded by Stormwater Quality Projects Incentive Grant: Fiscal Year _____, Class A

Whereas, <property owner name>, has proposed to construct stormwater control facilities on the property described above and whereas the goals of the Lexington-Fayette Urban County Government are to ensure the protection and enhancement of Fayette County’s aquatic resources, the **Lexington-Fayette Urban County Government (LFUCG)** and <property owner name> hereby enter into this Agreement. The responsibilities of each party to this Agreement are identified below.

THE <property owner name> HEREBY:

- 1. Agrees to implement the stormwater control facility Inspection, Operations, and Maintenance Plan developed for each facility and incorporated by reference herein.
- 2. Agrees to maintain the stormwater control facilities in good working condition, acceptable to the LFUCG, so that they are performing their design functions.
- 3. Grants permission to the LFUCG, its authorized agents and employees, to enter upon the property with reasonable advance notice of at least 24 hours and proper identification, except in such circumstances where advance notice is inappropriate for the purpose of entry, and to inspect the stormwater control facilities whenever the LFUCG deems necessary. The purpose

of the inspection is to assure safe and proper functioning of the facilities. The inspection shall cover the entire facilities, berms, outlet structures, pond areas, access roads, etc. When deficiencies are noted, the LFUCG shall give <property owner name>, its successors and assigns, copies of the inspection report with findings and evaluations.

4. Agrees that in the event <property owner name>, its successors and assigns, fails to maintain the stormwater control facilities in good working condition acceptable to the LFUCG, the LFUCG may enter upon the property and take whatever steps it deems necessary to maintain said stormwater control facilities and to charge the costs of the repairs to <property owner name>, its successors and assigns. This provision shall not be construed to allow the LFUCG to erect any structure of a permanent nature on the land of <property owner name>, outside of an easement belonging to the LFUCG. It is expressly understood and agreed that the LFUCG is under no obligation to maintain or repair said facilities, and in no event shall this Agreement be construed to impose any obligation on the LFUCG.
5. Agrees that in the event the LFUCG, pursuant to this Agreement, performs work of any nature, or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like on account of <property owner name> or its successors and assigns, <property owner name> shall reimburse the LFUCG upon demand, within 30 days of receipt thereof for all costs incurred by the LFUCG hereunder. If not paid within such 30 day period, the LFUCG shall have a lien against the property in the amount of such costs, plus interest at the Judgment Rate, and may enforce same in the same manner as a lien for real property taxes may be enforced.
6. Agrees to indemnify and hold harmless the LFUCG and its agents and employees for any and all damages, accidents, casualties, occurrences or claims which might arise or be asserted against the LFUCG related to the construction or maintenance of the stormwater facilities by <property owner name> or its agents.

In the event a claim is asserted against the LFUCG, its agents or employees for such matters, the LFUCG shall promptly notify <property owner name>, their successors and assigns, and they shall defend, at their own expense, any suit based on such claim. If any judgment or claims against the LFUCG, its agents or employees shall be allowed, <property owner name>, its successors, and assigns shall pay all costs and expenses in connection herewith.

7. Grants permission to the LFUCG, its authorized agents and employees, to enter upon the property with reasonable advance notice to <property owner name> and proper identification, and, at LFUCG expense, to install, operate, and maintain equipment to monitor the flow rate and pollutant content of the input flow, the effluent, and at intermediate points in the facility, all in such a manner that does not unreasonably interfere with the use of the property by <property owner name>. <property owner name> further agrees to design and construct the facility to provide reasonable access for such monitoring.
8. Agrees to maintain a record (in the form of a logbook) of steps taken to implement the programs referenced in (1) and (2) above. The logbook shall be available for inspection by the LFUCG staff at <property owner address or business office> during normal business hours. The logbook shall catalog the action taken, who took it, when the action was done, how it was done, and any problems encountered or follow-up actions recommended.

On property where a stormwater control device is located fully or partially underground, <property owner name> further understands that an annual inspection of the underground facility is required by LFUCG Code of Ordinances 16-88(c), and an annual inspection report, prepared by a Professional Engineer licensed to practice in Kentucky, must be submitted to the LFUCG compliance representative listed in this document. This report shall address the condition of the device for meeting its intended purpose, and shall be included with the annual report described in Section (9) below.

9. Agrees to provide an **Annual Report** to the LFUCG regarding implementation of the programs referenced in (1) and (2) above, upon request from the Grant Administrator or MS4 Permit Coordinator. The report shall contain, at a minimum, the following items:
- A. Name, address, and telephone number of the business, the person, or the firm responsible for plan implementation, and the person completing the report.
 - B. Time period covered by the report.
 - C. Copy of all inspection reports performed as part of the operations and maintenance program referenced in (1) above, including if applicable, the annual inspection for underground devices described in (8) above.
 - D. A chronological summary of activities conducted to implement the program referenced in (1) and (2) above. A photocopy of the applicable sections of the logbook, with any additional explanation needed, shall normally suffice. For any activities conducted by paid parties not affiliated with <property owner name>, include a copy of the invoice for services.
 - E. An outline of planned activities for the next year.

<PROPERTY OWNER>
<BUSINESS ADDRESS>

BY: _____
NAME: _____
TITLE: _____
DATE: _____

The foregoing Agreement was subscribed, sworn to and acknowledged before me by _____, as the duly authorized representative for and on behalf of _____, on this the ____ day of _____, 20__.

My commission expires: _____.

NOTARY PUBLIC

Maintenance Agreement Contact Information for Compliance

Owner Representative Name: _____

Business Address: _____

Representative's Phone Number: _____

Representative's E-Mail: _____

Urban County Government Information for compliance issues:

Contact: _____ LFUCG's MS4 Permit Coordinator

Address: _____ LFUCG Division of Water Quality

_____ 125 Lisle Industrial Avenue, Suite 180

_____ Lexington, KY 40511

Phone: _____ (859) 425-2400

Email: _____ MS4@lexingtonky.gov



Lexington-Fayette Urban County Government Master

200 E. Main St
Lexington, KY 40507

File Number: 0101-24

File ID: 0101-24

Type: Resolution

Status: Approved

Version: 1

Contract #:

In Control: Urban County
Council

File Created: 01/22/2024

File Name: Police Promotional Process

Final Action: 02/15/2024

Title: A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute a Statement of Work with Industrial/Organizational Solutions, Inc. (I/O Solutions) for Police Sergeants and Police Lieutenants promotional testing cycle under the terms and conditions of the Contract for RFP 47-2019, for the Lexington Div. of Police, at a cost not to exceed \$106,065, effective upon passage of Council. [Div. of Human Resources, George]

Notes:

Sponsors:

Enactment Date: 02/15/2024

Attachments: Bluesheet Memo 24-0033, IOS Agreement, 101-24
4863-0632-8991 v.1.docx, R-060-2024

Enactment Number: R-060-2024

Deed #:

Hearing Date:

Drafter: Alana Morton

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	01/30/2024	Approved and Referred to Docket	Urban County Council	02/01/2024		Pass
1	Urban County Council	02/01/2024	Received First Reading	Urban County Council	02/15/2024		
1	Urban County Council	02/15/2024	Approved				Pass

Text of Legislative File 0101-24

Title

A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute a Statement of Work with Industrial/Organizational Solutions, Inc. (I/O Solutions) for Police Sergeants and Police Lieutenants promotional testing cycle under the terms and conditions of the Contract for RFP 47-2019, for the Lexington Div. of Police, at a cost not to exceed \$106,065, effective upon passage of Council. [Div. of Human Resources, George]

Summary

Authorization to execute a Statement of Work with Industrial/Organizational Solutions, Inc. (I/O Solutions) for Police Sergeants and Police Lieutenants promotional testing cycle under the terms and conditions of the Contract for RFP 47-2019, for a cost not to exceed \$106,065. Funds will be requested in the FY 2025 Budget. (L0101-24) (George/Hamilton)

Budgetary Implications: Yes

Advance Document Review:

Law: No, Completed by [Attorney Name, Date]}

Risk Management: NA

Fully Budgeted: to be included in FY 25 Budget request

Account Number: 1101-160502-1821-71299

This Fiscal Year Impact: \$

Annual Impact: \$106,065

Project:

Activity:

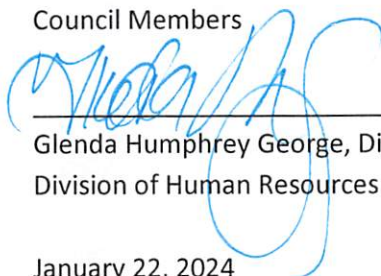
Budget Reference:

Current Balance:



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: January 22, 2024

SUBJECT: Police Promotional Process

Request:

The attached action requests authorization to execute a Statement of Work with Industrial/Organizational Solutions, Inc. (I/O Solutions) for Police Sergeants and Police Lieutenants promotional testing cycle under the terms and conditions of the contract for RFP 47-2019, effective upon passage of Council.

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

The cost is not to exceed \$106,065 and funds will be requested for FY25 in the division's Professional Services/Police account. (1101-160502-1821-71299).

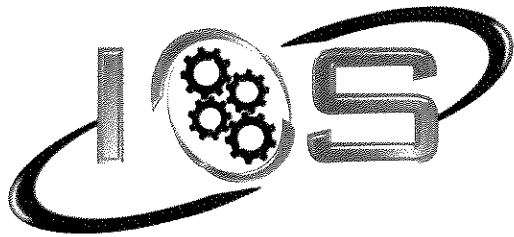
File Number: 0101.24

Director/Commissioner:

Glenda Humphrey George/Sally Hamilton

If you have any questions, please contact Alana Morton at (859) 258-3037.





Statement of Work

Client: Lexington-Fayette Urban County Government Police Department

Project Title: 2024 Job Analyses, Written Exams, and Assessment Centers

The purpose of this document is to describe the components of the project that will be performed and to document the associated costs. The tables on the following pages will describe the anticipated project steps and associated costs. Should any component of the project need to be modified, IOS will contact the client and explain the required modification and any associated pricing change. Any future change in the proposed project must be mutually acceptable to the Client and IOS.

I/O Solutions will submit invoices upon completion of each line item (invoicing will not begin until after July 1, 2024). Project expenses (e.g., travel-related costs) will be billed as incurred, and may exceed the estimated costs, in some cases.

Job Analysis:

Police Sergeant

Project Step	Consultant Hrs.	Consulting Assoc. Hrs.	Tech. Wrtr. Hrs	Admin. Hrs.	Cost
Job Analysis	20	19	0	5	\$6,985
Incumbent interviews/observations	10				
Develop and distribute job analysis questionnaire	3	9			
Analyze JAQ and prepare JTA results	7	10		5	
Project Expenses					\$910
Consultant travel-related costs					
TOTAL PROJECT INVESTMENT					\$7,895

Police Lieutenant

Project Step	Consultant Hrs.	Consulting Assoc. Hrs.	Tech. Wrtr. Hrs	Admin. Hrs.	Cost
Job Analysis	20	19	0	5	\$6,985
Incumbent interviews/observations	10				
Develop and distribute job analysis questionnaire	3	9			
Analyze JAQ and prepare JTA results	7	10		5	
Project Expenses					\$910
Consultant travel-related costs					
TOTAL PROJECT INVESTMENT					\$7,895

Schedule of Hourly Rates - IOS 2024

Category	Rate
Consultant/Industrial Psychologist	\$230/hour
Consulting Associate	\$115/hour
Technical Writer	\$85/hour
Administrative Assistant	\$40/hour

Written Exams:

Police Sergeant (Estimated 70 candidates)

<i>Project Step</i>	<i>Consultant Hrs.</i>	<i>Consulting Assoc. Hrs.</i>	<i>Tech. Wrtr. Hrs</i>	<i>Admin. Hrs.</i>	<i>Cost</i>
Written Examination	13	4	59	0	\$8,465
Work with SMEs to develop an examination plan that is linked to the job analysis, and select appropriate knowledge sources.	1				
Draft 125 multiple choice questions based on exam plan.	2		45		
Review questions with SMEs to assess job-relatedness and difficulty. Identify final 100 questions and establish appropriate cut-off score.	3		6		
Administer examination on-site.	4				
Score exam.	2	2			
Assist in designing/coordinating appeals process and respond to candidate appeals.	1	2	8		
Project Expenses					\$910
Consultant travel-related costs	\$910				
TOTAL PROJECT INVESTMENT					\$9,375

Police Lieutenant (Estimated 20 candidates)

<i>Project Step</i>	<i>Consultant Hrs.</i>	<i>Consulting Assoc. Hrs.</i>	<i>Tech. Wrtr. Hrs</i>	<i>Admin. Hrs.</i>	<i>Cost</i>
Written Examination	13	3	55	0	\$8,010
Work with SMEs to develop an examination plan that is linked to the job analysis, and select appropriate knowledge sources.	1				
Draft 125 multiple choice questions based on exam plan.	2		45		
Review questions with SMEs to assess job-relatedness and difficulty. Identify final 100 questions and establish appropriate cut-off score.	3		6		
Administer examination on-site.	4				
Score exam.	2	2			
Assist in designing/coordinating appeals process and respond to candidate appeals.	1	1	4		
Project Expenses					\$910
Consultant travel-related costs	\$910				
TOTAL PROJECT INVESTMENT					\$8,920

Schedule of Hourly Rates - IOS 2024

Category	Rate
Consultant/Industrial Psychologist	\$230/hour
Consulting Associate	\$115/hour
Technical Writer	\$85/hour
Administrative Assistant	\$40/hour

Sergeant Assessment Center:

Police Sergeant (Estimated 30 candidates)

<i>Project Step</i>	<i>Consultant Hrs.</i>	<i>Consulting Assoc. Hrs.</i>	<i>Tech. Wrtr. Hrs</i>	<i>Admin. Hrs.</i>	<i>Cost</i>
Document Review	3	3	0	0	\$1,035
Review of current job analysis.	3	3			
Incumbent interviews to discuss administration, policies and procedures.					
Assessment Center Development	84	25	0	4	\$22,355
Design three assessment center exercises based on input from SMEs, including candidate preparation materials, scripts, and rating criteria/guidelines.	32				
Review exercises with SMEs to refine exercise details and ensure accuracy of criteria.	3	1			
Develop efficient assessment schedule and coordinate needs for assessment site.	3				
Recruit assessors and coordinate travel logistics (estimated 7 assessors to create 3 panels)		12			
Administer the assessment center (estimated 30 candidates: 3 days, 2 staff)	24				
Compile assessment scores and conduct quality controls.	2	2		2	
Develop candidate feedback reports.	2	10		2	
Conduct candidate feedback sessions.	18				
Candidate Orientation Presentation	6	0	0	0	\$1,380
Prepare and deliver a virtual candidate preparation/orientation presentation.	6				
Project Expenses					\$14,540
Consultant travel-related costs	\$4,600				
Assessor travel-related cost	\$9,590				
Administrative costs (shipping, freight, printing)	\$350				
TOTAL PROJECT INVESTMENT					\$39,310

- Estimated travel-related expenses for consultants and assessors have been provided. IOS will work with client to minimize these in any ways possible.
- The client will be responsible for providing a suitable facility for the assessment. IOS estimates that a hotel/convention space will cost approx. \$9,100.

Schedule of Hourly Rates - IOS 2024

Category	Rate
Consultant/Industrial Psychologist	\$230/hour
Consulting Associate	\$115/hour
Technical Writer	\$85/hour
Administrative Assistant	\$40/hour

Lieutenant Assessment Center:

Police Lieutenant (Estimated 15 candidates)

Project Step	Consultant Hrs.	Consulting Assoc. Hrs.	Tech. Wrtr. Hrs	Admin. Hrs.	Cost
Document Review	3	3	0	0	\$1,035
Review of current job analysis.	3	3			
Incumbent interviews to discuss administration, policies and procedures.					
Assessment Center Development	69	21	0	2	\$18,365
Design three assessment center exercises based on input from SMEs, including candidate preparation materials, scripts, and rating criteria/guidelines.	32				
Review exercises with SMEs to refine exercise details and ensure accuracy of criteria.	3	1			
Develop efficient assessment schedule and coordinate needs for assessment site.	3				
Recruit assessors and coordinate travel logistics (estimated 7 assessors to create 3 panels)		12			
Administer the assessment center (estimated 15 candidates: 2 days, 2 staff)	20				
Compile assessment scores and conduct quality controls.	1	2		1	
Develop candidate feedback reports.	2	6		1	
Conduct candidate feedback sessions.	8				
Candidate Orientation Presentation	6	0	0	0	\$1,380
Prepare and deliver a virtual candidate preparation/orientation presentation.	6				
Project Expenses					\$11,890
Consultant travel-related costs		\$3,800			
Assessor travel-related cost		\$7,840			
Administrative costs (shipping, freight, printing)		\$250			
TOTAL PROJECT INVESTMENT					\$32,670

- Estimated travel-related expenses for consultants and assessors have been provided. IOS will work with client to minimize these in any ways possible.
- The client will be responsible for providing a suitable facility for the assessment. IOS estimates that a hotel/convention space will cost approx. \$6,200.

Schedule of Hourly Rates - IOS 2024

Category	Rate
Consultant/Industrial Psychologist	\$230/hour
Consulting Associate	\$115/hour
Technical Writer	\$85/hour
Administrative Assistant	\$40/hour

Authorizations:

Acceptance by Client:

I acknowledge that I have reviewed this Statement of Work and hereby authorize I/O Solutions and its representatives to commence work on the project components as described herein.

Signature of Authorized Agent

Title of Authorized Agent

Date

Acceptance by IOS:

IOS agrees to conduct the work outlined herein according to a timeline that is mutually agreeable to both parties.



Signature of Authorized Agent

Consulting Manager

Title of Authorized Agent

1/4/24

Date

RESOLUTION NO. _____ - 2024

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A STATEMENT OF WORK WITH INDUSTRIAL/ORGANIZATIONAL SOLUTIONS, INC. (I/O SOLUTIONS) FOR POLICE SERGEANTS AND POLICE LIEUTENANTS PROMOTIONAL TESTING CYCLE UNDER THE TERMS AND CONDITIONS OF THE CONTRACT FOR RFP 47-2019, FOR THE LEXINGTON DIVISION OF POLICE, AT A COST NOT TO EXCEED \$106,065.00, EFFECTIVE UPON PASSAGE OF COUNCIL.

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 an agreement with I/O Solutions, Inc., which is attached hereto and incorporated herein by reference, for police sergeants and police lieutenants promotional testing cycle under the terms and conditions of the contract for RFP 47-2019, for the Lexington Division of Police, at a cost not to exceed \$106,065.00.

Section 2 – That an amount, not to exceed the sum of \$106,065.00, be and hereby is approved for payment to I/O Solutions, Inc., from account # 1101–160502–71299, pursuant to the terms of the Agreement.

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

PASSED URBAN COUNTY COUNCIL:

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

101-24: GET, 4863-0632-8991, v. 1

RESOLUTION NO. 060 - 2024

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A STATEMENT OF WORK WITH INDUSTRIAL/ORGANIZATIONAL SOLUTIONS, INC. (I/O SOLUTIONS) FOR POLICE SERGEANTS AND POLICE LIEUTENANTS PROMOTIONAL TESTING CYCLE UNDER THE TERMS AND CONDITIONS OF THE CONTRACT FOR RFP 47-2019, FOR THE LEXINGTON DIVISION OF POLICE, AT A COST NOT TO EXCEED \$106,065.00, EFFECTIVE UPON PASSAGE OF COUNCIL.

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 an agreement with I/O Solutions, Inc., which is attached hereto and incorporated herein by reference, for police sergeants and police lieutenants promotional testing cycle under the terms and conditions of the contract for RFP 47-2019, for the Lexington Division of Police, at a cost not to exceed \$106,065.00.

Section 2 – That an amount, not to exceed the sum of \$106,065.00, be and hereby is approved for payment to I/O Solutions, Inc., from account # 1101-160502-71299, pursuant to the terms of the Agreement.

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

PASSED URBAN COUNTY COUNCIL: February 15, 2024



MAYOR

ATTEST:



CLERK OF URBAN COUNTY COUNCIL



Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0102-24

File ID: 0102-24

Type: Ordinance

Status: Approved

Version: 1

Contract #:

In Control: Urban County
Council

File Created: 01/22/2024

File Name: Abolish/Create - Division of Community and Resident
Services

Final Action: 02/15/2024

Title: An Ordinance amending the authorized strength by abolishing one (1) classified position of Social Worker Senior, Grade 518E, and creating one (1) classified position of Social Services Worker, Grade 516E, in the Div. of Community and Resident Services, effective upon passage of Council.
[Div. of Human Resources, George]

Notes:

Sponsors:

Enactment Date: 02/15/2024

Attachments: Bluesheet Memo 24-0031, From To 24.0031, Fiscal
Impact- 24-0031, 102-24 4853-9007-4015 v.1.docx,
O-020-2024

Enactment Number: O-020-2024

Deed #:

Hearing Date:

Drafter: Alana Morton

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	01/30/2024	Approved and Referred to Docket	Urban County Council	02/01/2024		Pass
1	Urban County Council	02/01/2024	Received First Reading	Urban County Council	02/15/2024		
1	Urban County Council	02/15/2024	Approved				Pass

Text of Legislative File 0102-24

Title

An Ordinance amending the authorized strength by abolishing one (1) classified position of Social Worker Senior, Grade 518E, and creating one (1) classified position of Social Services Worker, Grade 516E, in the Div. of Community and Resident Services, effective upon passage of Council. [Div. of Human Resources, George]

Summary

Authorization to abolish one (1) classified position of Social Worker Sr. (Grade 518E) and

create one (1) classified position of Social Services Worker (Grade 516E) in the Division of Community and Resident Services, effective upon passage of Council. This has a 12-month future impact cost savings of \$6,631.16. (0102-24) (George/Hamilton)

Budgetary Implications: Yes

Advance Document Review:

Law: No, Completed by [Attorney Name, Date]}

Risk Management: No, Completed by [Official, Date]}

Fully Budgeted: Yes

Account Number:

This Fiscal Year Impact: \$

Annual Impact: \$

Project:

Activity:

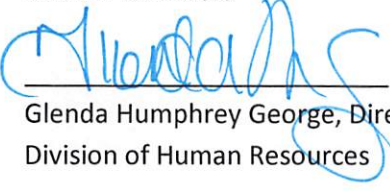
Budget Reference:

Current Balance:



MEMORANDUM

TO: Linda Gorton, Mayor
 Sally Hamilton, Chief Administrative Officer
 Council Members

FROM: 
 Glenda Humphrey George, Director
 Division of Human Resources

DATE: January 22, 2024

SUBJECT: Abolish/Create positions – Division of Community and Resident Services

Request:

The attached action is requesting authorization to abolish one (1) classified position of Social Worker Sr. (Grade 518E) and create one (1) classified position of Social Services Worker (Grade 516E) in the Division of Community and Resident Services, effective upon passage of Council.

Why are you requesting:

The Division of Community and Resident Services is requesting to change the job title of Social Worker Sr. to Social Services Worker. The job duties of the Social Services Worker position are more in line with the needs of the division. The Social Services Worker position does not require a license.

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

This has a 12-month future impact cost savings of \$6,631.16.

Position Title	Annual Salary Before	Annual Salary After	Annual Increase/Decrease
Social Worker Sr.	\$54,423.20	\$0	(\$54,432.20)
Social Services Worker	\$0	\$49,362.56	\$49,362.56
Total Annual Impact/ Salary and Benefits (\$6,631.16)			



File Number: 0102.24

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: 1/22/24

Classified Civil Service

Changes From:

Div.	No.	Class	Pay		Prog.		Hourly or Bi-weekly
Line #	Pos.	Code	Grade	Position Title	#	Employee Name	Salary
<u>Division of Community & Resident Services (620)</u>							
620.040	1	515	518E	Social Worker Sr	----	----	----
620.048	2	514	516E	Social Services Worker	----	----	----

Changes To:

Div.	No.	Class	Pay		Prog.		Hourly or Bi-weekly
Line #	Pos.	Code	Grade	Position Title	#	Employee Name	Salary
<u>Division of Community & Resident Services (620)</u>							
----	----	----	----	-----	----	----	----
620.048	3	514	516E	Social Services Worker	----	----	----

Blue Sheet 24-0031

Community and Resident Services

				63122	63511	63615	63621	63622	63624	Employee
					Benefits Cost					Total
				Base Comp	23.34%	Other	6.20%	0.044%	1.45%	Cost
Description		1 or -1	Hour Rate		Pension	Fringe	FICA	Unemp	Medicare	
Social Worker Sr. (518E)	Abolish	-1.00	26.165	(\$54,423.20)	(\$12,702.37)	(\$5,528.88)	(\$3,638.91)	(\$25.82)	(\$851.04)	(\$77,170.22)
Social Services Worker (516E)	Create	1.00	23.732	\$49,362.56	\$11,521.22	\$5,528.88	\$3,325.15	\$23.60	\$777.66	\$70,539.06
Pay Periods				(\$5,060.64)	(\$1,181.15)	\$0.00	(\$313.76)	(\$2.23)	(\$73.38)	(\$6,631.16)

Annual Cost: (\$6,631.16)

Taxable Fringe	\$4,268.88
Total Fringe	\$5,528.88

ORDINANCE NO. _____ - 2024

AN ORDINANCE AMENDING THE AUTHORIZED STRENGTH BY ABOLISHING ONE (1) CLASSIFIED POSITION OF SOCIAL WORKER SENIOR, GRADE 518E, AND CREATING ONE (1) CLASSIFIED POSITION OF SOCIAL SERVICES WORKER, GRADE 516E, IN THE DIVISION OF COMMUNITY AND RESIDENT 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 deleted:

620.040 1 515 518E Social Worker Senior

Section 2 –That the following subsection line number in the classified civil service authorized strength be and hereby is amended to read as follows:

620.048 3 514 516E Social Services Worker

Section 3 – That this Ordinance shall become effective upon passage of Council.

PASSED URBAN COUNTY COUNCIL:

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL
PUBLISHED:

0102-24:GET:4853-9007-4015, v. 1

ORDINANCE NO. 020 - 2024

AN ORDINANCE AMENDING THE AUTHORIZED STRENGTH BY ABOLISHING ONE (1) CLASSIFIED POSITION OF SOCIAL WORKER SENIOR, GRADE 518E, AND CREATING ONE (1) CLASSIFIED POSITION OF SOCIAL SERVICES WORKER, GRADE 516E, IN THE DIVISION OF COMMUNITY AND RESIDENT 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 deleted:

620.040 1 515 518E Social Worker Senior

Section 2 – That the following subsection line number in the classified civil service authorized strength be and hereby is amended to read as follows:

620.048 3 514 516E Social Services Worker

Section 3 – That this Ordinance shall become effective upon passage of Council.

PASSED URBAN COUNTY COUNCIL: February 15, 2024

Linda Gorton

MAYOR

ATTEST:

[Signature]

CLERK OF URBAN COUNTY COUNCIL

PUBLISHED: february 22, 2024- 1t
0102-24:GET:4853-9007-4015, v. 1



Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0104-24

File ID: 0104-24

Type: Ordinance

Status: Approved

Version: 1

Contract #:

In Control: Urban County
Council

File Created: 01/22/2024

File Name: Create Position - Human Resources

Final Action: 02/15/2024

Title: An Ordinance amending the authorized strength by creating one (1) classified position of Human Resources Manager, Grade 527E, in the Div. of Human Resources, to be located at the Div. of Community Corrections, effective upon the passage of Council. [Div. of Human Resources, George]

Notes:

Sponsors:

Enactment Date: 02/15/2024

Attachments: Bluesheet Memo 24-0032, From To 24.0032, Fiscal Impact- 24-0032, 0104-24 4859-8841-6671 v.1.docx, O-021-2024

Enactment Number: O-021-2024

Deed #:

Hearing Date:

Drafter: Alana Morton

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	01/30/2024	Approved and Referred to Docket	Urban County Council	02/01/2024		Pass
1	Urban County Council	02/01/2024	Received First Reading	Urban County Council	02/15/2024		
1	Urban County Council	02/15/2024	Approved				Pass

Text of Legislative File 0104-24

Title

An Ordinance amending the authorized strength by creating one (1) classified position of Human Resources Manager, Grade 527E, in the Div. of Human Resources, to be located at the Div. of Community Corrections, effective upon the passage of Council. [Div. of Human Resources, George]

Summary

Authorization to create one (1) classified position of Human Resources Manager (Grade 527E) in the Division of Human Resources, to be located at the Division of Community

Corrections, effective upon passage of Council. This has a 12-month future impact cost of \$116,485.66. Budget adjustment to follow. (L0104-24) (George/Hamilton)

Budgetary Implications: Yes

Advance Document Review:

Law: NA

Risk Management: NA

Fully Budgeted:

Account Number:

This Fiscal Year Impact: \$

Annual Impact: \$

Project:

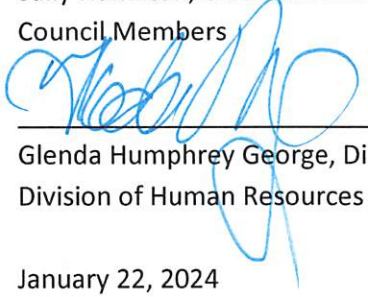
Activity:

Budget Reference:

Current Balance:



MEMORANDUM

TO: Linda Gorton, Mayor
 Sally Hamilton, Chief Administrative Officer
 Council Members
FROM: 
 Glenda Humphrey George, Director
 Division of Human Resources
DATE: January 22, 2024
SUBJECT: Create position – Division of Human Resources

Request:

The attached action is requesting authorization to create one (1) classified position of Human Resources Manager (Grade 527E) in the Division of Human Resources, effective upon passage of Council.

Why are you requesting:

The Division of Human Resources is requesting to create an HR Manager position that will be located at the Division of Community Corrections. This position will handle recruitment, hiring, new employee orientation, employee relations matters, discipline and CBA issues.

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

This has a 12-month future impact cost of \$116,485.66.

Position Title	Annual Salary Before	Annual Salary After	Annual Increase/Decrease
Human Resources Manager	\$0	\$84,427.20	\$84,427.20
Total Annual Impact/ Salary and Benefits \$116,485.66			



File Number: 0104.24

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: 1/22/24

Classified Civil Service

Changes From:								Changes To:							
Div.	No.	Class	Pay		Prog.	Employee	Hourly or Bi-weekly	Div.	No.	Class	Pay		Prog.	Employee	Hourly or Bi-weekly
Line #	Pos.	Code	Grade	Position Title	#	Name	Salary	Line #	Pos.	Code	Grade	Position Title	#	Name	Salary
<u>Division of Human Resources (460)</u>								<u>Division of Human Resources (460)</u>							
460.020	5	177	527E	Human Resources Manager	-----	-----	-----	460.020	6	177	527E	Human Resources Manager	-----	-----	-----

Blue Sheet 24-0032

Human Resources

					63511	63615	63621	63622	63624		
					Benefits Cost					Employee	
					63122	23.34%	Other	6.20%	0.044%	1.45%	Total
Description		1 or -1	Hour Rate	Base Comp	Pension	Fringe	FICA	Unemp	Medicare	Cost	
Human Resources Manager (Grade 527E)	Create	1.00	40.590	\$84,427.20	\$19,705.31	\$5,528.88	\$5,499.16	\$39.03	\$1,286.09	\$116,485.66	
Pay Periods				\$84,427.20	\$19,705.31	\$5,528.88	\$5,499.16	\$39.03	\$1,286.09	\$116,485.66	

Annual Cost: \$116,485.66

Taxable Fringe	\$4,268.88
Total Fringe	\$5,528.88

ORDINANCE NO. _____ - 2024

AN ORDINANCE AMENDING THE AUTHORIZED STRENGTH BY CREATING ONE (1) CLASSIFIED POSITION OF HUMAN RESOURCES MANAGER, GRADE 527E, IN THE DIVISION OF HUMAN RESOURCES, TO BE LOCATED AT THE DIVISION OF COMMUNITY CORRECTIONS, EFFECTIVE UPON THE 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 amended to read as follows:

460.020 6 177 527E Human Resources Manager

Section 2 – That this Ordinance shall become effective upon passage of Council.

PASSED URBAN COUNTY COUNCIL:

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL
PUBLISHED:

0104-24:GET:4859-8841-6671, v. 1

ORDINANCE NO. 021 - 2024

AN ORDINANCE AMENDING THE AUTHORIZED STRENGTH BY CREATING ONE (1) CLASSIFIED POSITION OF HUMAN RESOURCES MANAGER, GRADE 527E, IN THE DIVISION OF HUMAN RESOURCES, TO BE LOCATED AT THE DIVISION OF COMMUNITY CORRECTIONS, EFFECTIVE UPON THE 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 amended to read as follows:

460.020 6 177 527E Human Resources Manager

Section 2 – That this Ordinance shall become effective upon passage of Council.

PASSED URBAN COUNTY COUNCIL: February 15, 2024

Linda Gorton

MAYOR

ATTEST:

[Signature]

CLERK OF URBAN COUNTY COUNCIL

PUBLISHED: February 22, 2024– 1t

0104-24:GET:4859-8841-6671, v. 1



Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0105-24

File ID: 0105-24

Type: Ordinance

Status: Approved

Version: 1

Contract #:

In Control: Urban County
Council

File Created: 01/22/2024

File Name: Create position - Office of the Chief Administrative
Officer

Final Action: 02/15/2024

Title: An Ordinance amending the authorized strength by creating one (1) unclassified position of Senior Special Projects Administrator, Grade 530E, in the Office of the Chief Administrative Officer, effective upon the passage of Council. [Div. of Human Resources, George]

Notes:

Sponsors:

Enactment Date: 02/15/2024

Attachments: Bluesheet Memo 24-0034, From To 24-0034, Fiscal
Impact- 24-0034, 0105-24 4859-4044-4319 v.1.docx,
O-022-2024

Enactment Number: O-022-2024

Deed #:

Hearing Date:

Drafter: Alana Morton

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	01/30/2024	Approved and Referred to Docket	Urban County Council	02/01/2024		Pass
1	Urban County Council	02/01/2024	Received First Reading	Urban County Council	02/15/2024		
1	Urban County Council	02/15/2024	Approved				Pass

Text of Legislative File 0105-24

Title

An Ordinance amending the authorized strength by creating one (1) unclassified position of Senior Special Projects Administrator, Grade 530E, in the Office of the Chief Administrative Officer, effective upon the passage of Council. [Div. of Human Resources, George]

Summary

Authorization to create one (1) unclassified position of Senior Special Projects Administrator (Grade 530E) in the Office of the Chief Administrative Officer, effective upon passage of

Council. This has a 12-month future impact cost of \$133,923.46. (L0105-23)

(George/Hamilton)

Budgetary Implications: Yes

Advance Document Review:

Law: NA

Risk Management: NA

Fully Budgeted:

Account Number:

This Fiscal Year Impact: \$

Annual Impact: \$

Project:

Activity:

Budget Reference:

Current Balance:



MEMORANDUM

TO: Linda Gorton, Mayor
 Sally Hamilton, Chief Administrative Officer
 Council Members

FROM: 
 Glenda Humphrey George, Director
 Division of Human Resources

DATE: January 22, 2024

SUBJECT: Create position – Office of the Chief Administrative Officer

Request:

The attached action is requesting authorization to create one (1) unclassified position of Senior Special Projects Administrator (Grade 530E) in the Office of the Chief Administrative Officer, effective upon passage of Council.

Why are you requesting:

The purpose of this position is to manage special projects, to coordinate and administer city-wide initiatives, manage projects as assigned and ensure compliance with state, local and federal law.

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

This has a 12-month future impact cost of \$133,923.46.

Position Title	Annual Salary Before	Annual Salary After	Annual Increase/Decrease
Senior Special Projects Administrator	\$0	\$97,735.04	\$97,735.04
Total Annual Impact/ Salary and Benefits \$133,923.46			



File Number: 0105-24

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: 1/22/24

Unclassified Civil Service

Changes From:								Changes To:							
Div.	No.	Class	Pay		Prog.	Employee	Hourly or Bi-weekly	Div.	No.	Class	Pay		Prog.	Employee	Hourly or Bi-weekly
Line #	Pos.	Code	Grade	Position Title	#	Name	Salary	Line #	Pos.	Code	Grade	Position Title	#	Name	Salary
<u>Office of the Chief Administrative Officer (050)</u>								<u>Office of the Chief Administrative Officer (050)</u>							
----	----	----	----	----	----	----	----	050.014	1	TBD	530E	Senior Special Projects Administrator	----	----	----

Blue Sheet 24-0034

Office of the Chief Administrative Officer

				63122	63511	63615	63621	63622	63624	Employee
					Benefits Cost					Total
		1 or -1	Hour Rate	Base Comp	23.34%	Other	6.20%	0.044%	1.45%	Cost
Description					Pension	Fringe	FICA	Unemp	Medicare	
Senior Special Projects Administrator (Grade 530E)		1.00	46.988	\$97,735.04	\$22,811.36	\$5,528.88	\$6,324.24	\$44.88	\$1,479.06	\$133,923.46
Pay Periods				\$97,735.04	\$22,811.36	\$5,528.88	\$6,324.24	\$44.88	\$1,479.06	\$133,923.46

Annual Cost: \$133,923.46

Taxable Fringe	\$4,268.88
Total Fringe	\$5,528.88

ORDINANCE NO. _____ - 2024

AN ORDINANCE AMENDING THE AUTHORIZED STRENGTH BY CREATING ONE (1) UNCLASSIFIED POSITION OF SENIOR SPECIAL PROJECTS ADMINISTRATOR, GRADE 530E, IN THE OFFICE OF THE CHIEF ADMINISTRATIVE OFFICER, EFFECTIVE UPON THE 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 unclassified civil service authorized strength be and hereby is created:

050.014 1 TBD 530E Senior Special Projects Administrator

Section 2 – That this Ordinance shall become effective upon passage of Council.

PASSED URBAN COUNTY COUNCIL:

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL
PUBLISHED:
0105-24:GET:4859-4044-4319, v. 1

ORDINANCE NO. 022 - 2024

AN ORDINANCE AMENDING THE AUTHORIZED STRENGTH BY CREATING ONE (1) UNCLASSIFIED POSITION OF SENIOR SPECIAL PROJECTS ADMINISTRATOR, GRADE 530E, IN THE OFFICE OF THE CHIEF ADMINISTRATIVE OFFICER, EFFECTIVE UPON THE 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 unclassified civil service authorized strength be and hereby is created:

050.014 1 TBD 530E Senior Special Projects Administrator

Section 2 – That this Ordinance shall become effective upon passage of Council.

PASSED URBAN COUNTY COUNCIL: February 15, 2024

Linda Gorton

MAYOR

ATTEST:

[Signature]

CLERK OF URBAN COUNTY COUNCIL

PUBLISHED: February 22, 2024– 1t

0105-24:GET:4859-4044-4319, v. 1