Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Docket

Tuesday, March 18, 2025

3:00 PM

Packet

Council Chamber

Urban County Council Work Session

I. Public Comment - Issues on Agenda

II. Requested Rezonings/ Docket Approval

III. Approval of Summary

a **0276-25** Table of Motions: Council Work Session, March 11, 2025

Attachments: TOM 031125

IV. Budget Amendments

V. Budget Adjustments - For Information Only

VI. New Business

VII. Communications From the Mayor - Appointments

VIII. Communications From the Mayor - Donations

IX. Communications From the Mayor - Procurements

X. Continuing Business/ Presentations

a **0277-25** Summary: Budget, Finance, and Economic Development Committee, February 18, 2025

Attachments: 2-18-25 Meeting Summary

b **0275-25** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute Agreements related to Neighborhood Development Funds with Common Good Community Development Corporation ($554); Greater Gardenside Association, LLC ($1,000); Allegro Dance Project, Inc. ($2,350); African American Forum, Inc. ($1,500); Stonewall Equestrian Estates Association, Inc. ($500); Lexcall 311 ($1,000); Black Male Working Academy, Inc. ($2,600); Golfview Estates Neighborhood Association, Inc. ($400); Community Inspired Lexington Inc. ($750); Lexington Gay Services Organization, Inc. ($2,000); Community Inspired Lexington ($4,550); Old Paris Place Community LLC ($750); Partners for Youth Foundation, Inc. ($1,900); Arts Connect, Inc. ($2,000); Black Yarn Inc. ($2,000); Lexarts Inc. ($4,500); 16th District PTA c/o Stonewall PTA ($1,000), for the Office of the Urban

County Council, at a cost not to exceed the sum stated. [Council Office, Hall]

Attachments: NDF List 3.18.25 (1)
RESO 0275-25 NDF List 3-17-2025 4939-1885-7258 v.1.docx
R-139-2025
Contract #088-2025 - African American Forum
Contract #088-2025 - Old Paris Place
Contract #088-2025 - Tahlsound Music Festival
Contract #088-2025 -Arts Connect
Contract #088-2025 - Allegro Dance
Contract #088-2025 Community Inspired
Contract #088-2025 -Black Yarn
Contract #088-2025 - Stonewall Equestrian
Contract #088-2025-Golfview Estates
Contract #088-2025 -Lexington Gay Services
Contract #088-2025

c **0279-25** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute an Agreement related to Council Capital Project Expenditure Funds with Town Branch Park, Inc. ($20,306) for the Office of the Urban County Council, at a cost not to exceed the sum stated. [Council Office, Hall]

Attachments: Capital List 3.18.25
Reso 0279-25 Council Capital (3-18-25) 4913-1183-5434 v.1.docx
R-140-2025
Contract #089-2025

XI. Council Reports

XII. Public Comment - Issues Not on Agenda

XIII. Adjournment

Administrative Synopsis - New Business Items

a **0245-25** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute the Engineering Services Agreement with UES Professional Solutions 25, LLC, to allow the entity to assume the price contract with Geotechnology, Inc. (previously authorized by Resolution No. 430-2021), at no additional cost to the Urban County Government. [Div. of Water Quality, Martin]

Attachments:
Blue Sheet Memo
ESA - UES
RESO 0245-25- Reassignment of Agreement 4905-5707-8059 v.1.docx
R-124-2025
Contract #068-2025
Contract #068-2025 (2)

b **0253-25** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute an Agreement with the Ky. Transportation Cabinet to relocate/replace existing sanitary sewers for the Aphids Way Widening Project at no cost to the Lexington-Fayette Urban County Government. [Div. of Water Quality, Martin]

Attachments:
Blue Sheet Memo
7-9012.50 Sanitary Sewer Estimate 2.18.25
7-9012.50 Sanitary Sewer Specs Aphids-KY418 RCUT 21825
7-9012.50-Sanitary Sewer Plans-2.18.25
7-9012.50 LFUCG Sewer Agreement 02202025
RESO 0253-25 4900-7088-7212 v.1.docx
R-125-2025
Contract #063-2025

c **0254-25** A Resolution authorizing the Mayor, on behalf of the Urban County Government, to amend four (4) existing lease Agreements with Crown Castle by adding one (1) renewal term of five (5) years to cell tower leases, located in various park locations. [Dept. of General Services, Ford]

Attachments: Memo Extensions Crown Castle Cell Tower Agreeements.pdf
BU# 841677 Extension 3740 Forest Green Dr.pdf
BU# 841159 Extension 375 Harvard Dr.pdf
BU# 823850 Extension 652 Southpoint Dr.pdf
BU# 841876 Extension 3655 Pimlico Pkwy.pdf
RESO 0254-25 Amend agreements with Crown Castle 4903-5991-5559 v.1.d
R-126-2025
Contract #060-2025

d **0255-25** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute Change Order No. 5 to the Contract with W. Principles, LLC d/b/a the Walker Co. of Ky., for Town Branch RAS/WAS Pump Station improvements, for the Div. of Water Quality, increasing the Contract by the sum of $19,700.00, from $3,109,669.98 to $3,129,369.98. [Div. of Water Quality, Martin]

Attachments: Change Order Blue Sheet
Change Order Contract
RESO 0255-25- Change order 5 to Walker Company Contract 4915-8632-119
R-127-2025
Contract #085-2022 - Change Order

e **0256-25** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute a Multi-Year Agreement with Thomson Reuters (West Publishing Corporation), for a subscription to the Clear Government Background Investigation Database and Services, for the Div. of Revenue, at a cost not to exceed $1,996.86 in FY 2025. [Div. of Revenue, Holbrook]

Attachments: Bluesheet Memo -CLEAR
0256-25
RESO 0256-25- Thomson Reuters contract for Revenue 4925-0205-6235 v.1.
R-128-2025
Contract #085-2025

f **0257-25** A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute an Agreement with I Was Here, Inc., to fund a public art project, with funds from the Percent for Art Fund, through the Public Art Commission's Collaborative Grant Program, in an amount not to exceed $51,323. [Office of the Mayor, Lyons]

Attachments: I Was Here council memo March 2025
March 5 Clean Copy 3 I Was Here GRANT AWARD AGREEMENT (4910-114
Signed Agreement - I Was Here March 2025
RESO 0257-25 Pub. Art - I Was Here 4935-4364-8043 v.1.docx
R-129-2025
Contract #082-2025

g **0261-25** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute and submit a Grant Application to the U.S. Department of Homeland Security, to provide any additional information requested in connection with this Grant Application, and to accept this Grant if awarded, which Grant funds are in the amount of $25,000 in Federal funds under the 2025 Assistance to Firefighters Grant Program, to purchase smoke alarms, the acceptance of which obligates the Urban County Government to the expenditure of $1,250 as a local match, and authorizing the Mayor to transfer unencumbered funds within the Grant Budget. [Div. of Fire and Emergency Management, Wells]

Attachments: 25-Blue Sheet memo AFG FPS
261-25 homeland security grant 4924-6596-1256 v.1.docx
R-130-2025

h **0262-25** A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute an Agreement (RFP No. 2-2025) with Tunnell-Spangler & Associates, Inc., d/b/a TSW, for the Blue Sky Activity Center Small Area Plan, at a cost not to exceed $486,000. [Div. of Planning, Duncan]

Attachments: Blue Sheet Memo Blue Sky RFP (3.11.25)
Blue Sky Small Area Plan Consultant Agreement (3.5.25) (005)_TSWSigned
Exhibit A - RFP 2-2025
Exhibit B - TSW RFP Submittal
RESO 262-25-Resolution re Blue Sky Small Area Plan 4915-4932-9958 v.1.d
R-131-2025
Contract #062-2025

i **0263-25** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute the Grant Agreement with Central Ky. Business Park Authority to assist with the organization's start-up expenses, at a cost not to exceed $60,000. [Office of the Mayor, Atkins]

Attachments: Central Kentucky Business Park Authority Grant Agreement Blue Sheet Marcl
Central Kentucky Business Park Authority Grant Agreement Signed March 20
0263-25- Grant agreement with Business Park Authority 4927-7586-6155 v.1.
R-132-2025
Contract #076-2025

j **0264-25** A Resolution authorizing the Mayor or her designee, on behalf of the Urban County Government, to execute Change Order No. 1 to the Agreement with Terracon, for Special Inspections associated with the New Senior and Therapeutic Center construction, increasing the Contract price by the sum of $15,320, from $34,985 to $50,305. [Dept. of General Services, Ford]

Attachments: Terracon - CO1 - Memo
Terracon - CO1 - CO Details
Terracon - CO1 - Justification for Change
Terracon - CO1 - Documentation for Change
RESO 0264-25 Change Order 1 with Terracon 4915-5751-9911 v.1.docx
R-133-2025

k **0265-25** A Resolution approving the Granting of an inducement to Lexair, Inc., or its successor or affiliate, pursuant to the Ky. Business Investment Act (KRS Subchapter 154.32), whereby the Lexington-Fayette Urban County Government agrees to rebate annually one percent (1%) of the Company's occupational license fees for a term of no longer than ten (10) years from the activation date, subject to the limitations contained in the Act and any Agreement with the Ky. Economic Development Finance Authority or the Urban County Government related to the project, and taking other related action. [Office of the Mayor, Atkins]

Attachments: KBI Lexair Blue Sheet
RESO 265-25- KBI with LexAir 4927-0056-6316 v.1.docx
R-134-2025

l **0266-25** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute an Agreement with Institute of Police Technology and Management, to host an Occupant Kinematics for the Traffic Crash Reconstructionist training course at a cost not to exceed $16,500. [Div. of Police, Weathers]

Attachments: 25-Bluesheet Memo - IPTM Occupant Kinematics
ContractOccupantKinematics-Signed
266-25 police tech 4925-8294-1992 v.1.doc
R-135-2025
Contract #065-2025

m **0267-25** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute and submit a Grant Application to the Commonwealth of Ky. Waste Tire Program, to provide any additional information requested in connection with this Grant Application, and to accept this Grant if awarded, which Grant funds are in the amount of $8,065.00 in State funds, the acceptance of which obligates the Urban County Government to the expenditure of $2,016.25 as a local match, and authorizing the Mayor to transfer unencumbered funds within the Grant Budget. [Div. of Family Services, Horton-Holt]

Attachments: 25-Bluesheet Memo - Crumb Tire Application
2025 Crumb Rubber-Tire Derived Products Grant Application
Lexington, Ky Family Care Center
RESO 0267-25 Waste Tire Program Grant 4911-5115-4475 v.1.docx
R-136-2025
Contract #074-2025

n **0268-25** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute a Memorandum of Understanding with Federal Bureau of Investigation, Joint Terrorism Task Force (JTTF), for formalizing the relationship between the FBI and the Juvenile Probation and Court Services in the Div. of Youth Services, in order to maximize cooperation and create a cohesive unit and to delineate the responsibilities and commitment of the FBIJTTF and Juvenile Probation and Court Services. [Div. of Youth Services, Persley]

Attachments: 0268-25 FBI Joint Terrorism Task Force MOU with Youth Services bluesheet
FBI Joint Terrorism Task Force MOU with Youth Services
RESO 0268-25 JTTF JPCS MOU 4931-1386-3211 v.1.doc
R-137-2025
Contract #070-2025
Contract #070-2025
Contract #070-2025

o **0269-25** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute the Settlement

Agreement with Child Neurology Education and Research Foundation Corporation, related to the Organization's Incentive Agreement under the Jobs Fund Program, at no additional cost to the Urban County Government. [Mayor's Office, Glasscock]

Attachments: Bluesheet CNF Agreement
Settlement Agreement .1 . 4936-2440-1699
RESO 0269-25- Settlement Agreement with Child Neurology 4934-7330-1036
R-138-2025
Contract #064-2025

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0276-25

File ID:	0276-25	**Type:**	Summary	**Status:**	Approved
Version:	1	**Contract #:**		**In Control:**	Urban County Council
				File Created:	03/13/2025
File Name:	Table of Motions: Council Work Session, March 11, 2025			**Final Action:**	03/18/2025
Title:	Table of Motions: Council Work Session, March 11, 2025				
Notes:					
Sponsors:				**Enactment Date:**	
Attachments:	TOM 031125			**Enactment Number:**	
Deed #:				**Hearing Date:**	
Drafter:				**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	03/18/2025	Approved				Pass

Text of Legislative File 0276-25

Title

Table of Motions: Council Work Session, March 11, 2025

URBAN COUNTY COUNCIL
WORK SESSION
TABLE OF MOTIONS
March 11, 2025

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

I. Public Comment – Issues on Agenda

II. Requested Rezonings/Docket Approval

III. Approval of Summary

Motion by Baxter to approve the March 4, 2025, Work Session Summary. Seconded by Ellinger II. Motion passed without dissent.

IV. Budget Amendments

V. Budget Adjustments – For Information Only

VI. New Business

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

VII. Communications from the Mayor- Appointments

VIII. Communications from the Mayor- Donations

IX. Communications from the Mayor- Procurements

X. Continuing Business/Presentations

Council Member LeGris provided a summary of the February 11, 2025, Environmental Quality and Public Works Committee.

XI. Council Reports

XII. Public Comment – Issues Not on Agenda

XIII. Adjournment

Motion by Baxter to adjourn at 3:48 p.m. Seconded by Sevigny. Motion passed without dissent.

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0277-25

File ID:	0277-25	**Type:**	Summary	**Status:**	Received and Filed
Version:	1	**Contract #:**		**In Control:**	Urban County Council
				File Created:	03/13/2025
File Name:	Summary: Budget, Finance, and Economic Development Committee, February 18, 2025			**Final Action:**	03/18/2025
Title:	Summary: Budget, Finance, and Economic Development Committee, February 18, 2025				
Notes:					
Sponsors:				**Enactment Date:**	
Attachments:	2-18-25 Meeting Summary			**Enactment Number:**	
Deed #:				**Hearing Date:**	
Drafter:				**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	03/18/2025	Received and Filed				

Text of Legislative File 0277-25

Title

Summary: Budget, Finance, and Economic Development Committee, February 18, 2025

Budget, Finance & Economic Development Committee
February 18, 2025
Summary and Motions

Chair James Brown called the meeting to order at 1:01 p.m. Vice Mayor Dan Wu and Council Members Chuck Ellinger, Shayla Lynch, Hannah LeGris, Liz Sheehan, Denise Gray, Whitney Baxter, and Dave Sevigny were in attendance. Council Member Jennifer Reynolds was absent. Council Members Emma Curtis and Hil Boone were also present as non-voting members.

I. Approval of January 21, 2025 Committee Summary

A motion by Sheehan to approve the January 21, 2025, Committee Summary, seconded by Gray, the motion passed without dissent.

II. Monthly Financial Update – January 2025

Director Holbrook provided an update on revenue. Revenue collections are slightly exceeding budget through the first seven months with a positive variance of 1%. At the end of Q2, a 2.6% variance was shown. Revenues have trended closer to budget over the past four months, showing a tightening of the revenue variance that we have not experienced in recent years.

Insurance collections are strong. Franchise fees have been low but could increase with additional winter weather events. EMS collections are slightly under budget. Golf course fee collections should grow as we enter spring. Delays in mail deliveries have an impact on our ability to collect tax checks that have been mailed.

Director Lueker presented the expenses. Personnel is running within 2.5% of the budget through the first seven months. Budget staff continue to monitor the operating variance to assess if dollars may become available for reallocation. To date, much of the variance is encumbered for contracted expenditures.

No action was taken on this item.

III. Lexington Economic Outlook & Occupational Tax Forecast

Dr. Michael Clark, Director of the Center for Business and Economic Research at the University of Kentucky's Gatton College, presented the Lexington economic outlook and occupational tax forecast. Dr. Clark shared an overview of the national and Lexington economy and reflected on a healthy but slowing economy. Growth is still occurring but slowing to more historic numbers. Inflation has also been an issue and remains stubbornly high. Employment grew but at a slower pace in Lexington and nationally.

In Lexington, slower employment growth experienced in FY24 is projected to continue slowing in FY25 and FY26. This will continue to impact revenue growth. The unemployment rate has been increasing. Comparatively, Lexington has a lower unemployment rate than the rest of Kentucky or nationally. The trend in the number of people employed shows growth from FY24 to FY25. It is uncertain whether this growth is caused by people coming back into the labor force, financial stress, or the impact of immigration.

In Lexington from 2020 to 2024, total non-farm jobs grew by 9.6%, financial activity employment grew by 16.2%, and manufacturing employment grew by 5%. Over a 20-year period, natural resources, manufacturing, and information job growth has trended downward in Fayette County. From FY24 to FY25, growth rates for employment, average wages, and payroll tax revenues are similar to those experienced historically.

Growth in payroll tax revenues in FY24: 45% came from employment growth and 55% from growth in wages. Dr. Clark shared the Lexington payroll tax revenue projections as a 4.5% growth rate in FY26, equating to $280.4 million. He anticipates a 4.1% growth in FY27, equating to $291.9 million. Lexington's net profits tax revenue is projected to have a 7% growth rate, equating to approximately $71.4M in FY26. A negative growth rate of -1.2%, which equates to $70.5M, is predicted for FY27. Immigration policies could heavily impact the labor supply moving forward, and corporation profits are likely to decline.

No action was taken on this item.

IV. Parks Sustainable Funding

Council Member Baxter introduced this item and the presenter, Director Monica Conrad. Director Conrad shared an overview of the presentation, including a brief description of parks master planning, a snapshot of current operations, the capital improvement approach, and 2026 public parks fund planning. The community impact of parks master planning is civic engagement, informed decision making, community well-being and public health, economic growth, environment conservation and sustainability, and is required for accreditation by the Commission for Accreditation of Park and Recreation Agencies (CAPRA).

The most recent Parks Master Plan, “Your Parks, Our Future,” was adopted by the Council in June of 2018. This was a guide for Council, Administration, Parks and Recreation staff, community members, planning, and other divisions/agencies and identifies where, why, and how services can be improved. The master plan establishes recommendations and long-term strategies for the parks system development. The 2016 Aquatics Master Plan recommendations and Keegan Golf analysis were also included in this master plan. A social needs and conditions analysis was used to identify services needed in the community. The master plan provided an action plan that was updated in 2024 due to changing needs and the early completion of projects funded by ARPA.

Lexington has over 50 neighborhood parks that are usually between 1.5 to 15 acres and within a 10-minute walk. Community parks range from 20 to 40 acres in size and are within a 5-minute drive for community members. Lexington currently has 18 designated community parks. Lexington's division of Parks and Recreation manages 4,500 acres of land, 90 miles of trails, 110 parks, 5 community centers, 12 aquatics facilities, 2 arts centers, 4 natural area parks, 147 sports courts, and 5 golf courses.

Parks and Recreation expenses in FY24 were $27 million, $17.5 million of which was for personnel and $9.5 million for operating. In addition, Parks and Recreation averages $7 million in capital expenses per year. Investment in parks programming increases community wellbeing. The Parks master plan served as an excellent guide for allocating ARPA dollars into parks. ARPA funded 67 projects in 44 parks for a total of $31M.

Moving forward, the capital improvement approach is for the master plan to identify and prioritize projects while considering life safety, balance of projects across the city, and emerging priorities. The Parks Fund was approved by Fayette County voters in November 2024 to levy 2.25 cents per $100 of assessed real property value which would provide nearly $8 million for Parks annually. There is an estimated $123 million in deferred maintenance and capital needs in Parks and Recreation. Parks Fund planning, program, policy framework, and timeline are being finalized and will be presented at the March BFEDC meeting. A community engagement policy will also be discussed to create a standardized process for engagement throughout capital projects.

No action was taken on this item.

V. Adjournment

A motion by Baxter to adjourn at 2:41pm, seconded by Gray, the motion passed without dissent.

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0275-25

File ID:	0275-25	**Type:**	Resolution	**Status:**	Approved
Version:	1	**Contract #:**	088-2025	**In Control:**	Urban County Council
				File Created:	03/13/2025
File Name:	NDF List 3/18/25			**Final Action:**	03/20/2025

Title: A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute Agreements related to Neighborhood Development Funds with Common Good Community Development Corporation ($554); Greater Gardenside Association, LLC ($1,000); Allegro Dance Project, Inc. ($2,350); African American Forum, Inc. ($1,500); Stonewall Equestrian Estates Association, Inc. ($500); Lexcall 311 ($1,000); Black Male Working Academy, Inc. ($2,600); Golfview Estates Neighborhood Association, Inc. ($400); Community Inspired Lexington Inc. ($750); Lexington Gay Services Organization, Inc. ($2,000); Community Inspired Lexington ($4,550); Old Paris Place Community LLC ($750); Partners for Youth Foundation, Inc. ($1,900); Arts Connect, Inc. ($2,000); Black Yarn Inc. ($2,000); Lexarts Inc. ($4,500); 16th District PTA c/o Stonewall PTA ($1,000), for the Office of the Urban County Council, at a cost not to exceed the sum stated. [Council Office, Hall]

Notes: Golfview Estates Neighborhood, Tahlsound, Old Paris Place, African American Forum, Arts Connect, Allegro Dance, Community Inspired Lex, Black Yarn, Stonewall Equestrian, stamped and filed in the CCO 4/9/2025. MS

Greater Gardenside Assc. SAF in office 4/23/2025. MS

Stonewall PTA 4/28/2025. MS

Sponsors:		**Enactment Date:**	03/20/2025
Attachments:	NDF List 3.18.25 (1), RESO 0275-25 NDF List 3-17-2025 4939-1885-7258 v.1.docx, R-139-2025, Contract #088-2025 - African American Forum, Contract #088-2025 - Old Paris Place, Contract #088-2025 - Tahlsound Music Festival, Contract #088-2025 -Arts Connect, Contract #088-2025 - Allegro Dance, Contract #088-2025 Community Inspired, Contract #088-2025 -Black Yarn, Contract #088-2025 - Stonewall Equestrian, Contract #088-2025-Golfview Estates, Contract #088-2025 -Lexington Gay Services, Contract #088-2025	**Enactment Number:**	R-139-2025
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	03/18/2025	Approved and Referred to Docket	Urban County Council	03/20/2025		Pass
1	Urban County Council	03/20/2025	Received First Reading	Urban County Council	03/20/2025		
1	Urban County Council	03/20/2025	Suspended Rules for Second Reading				Pass
1	Urban County Council	03/20/2025	Approved				Pass

Text of Legislative File 0275-25

Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute Agreements related to Neighborhood Development Funds with Common Good Community Development Corporation ($554); Greater Gardenside Association, LLC ($1,000); Allegro Dance Project, Inc. ($2,350); African American Forum, Inc. ($1,500); Stonewall Equestrian Estates Association, Inc. ($500); Lexcall 311 ($1,000); Black Male Working Academy, Inc. ($2,600); Golfview Estates Neighborhood Association, Inc. ($400); Community Inspired Lexington Inc. ($750); Lexington Gay Services Organization, Inc. ($2,000); Community Inspired Lexington ($4,550); Old Paris Place Community LLC ($750); Partners for Youth Foundation, Inc. ($1,900); Arts Connect, Inc. ($2,000); Black Yarn Inc. ($2,000); Lexarts Inc. ($4,500); 16th District PTA c/o Stonewall PTA ($1,000), for the Office of the Urban County Council, at a cost not to exceed the sum stated. [Council Office, Hall]

Summary

Organization:
Common Good Community Development Corp.
Sara Isaacs
1015 N. Limestone
Lexington, KY 40505
Purpose:
For a community art project to be displayed in local elementary schools
Amount:
$ 554.00

Organization:
Greater Gardenside Association
Francisco Castro
2351 Versailles Rd. Ste 302
Lexington, KY 40504
Purpose:
For help covering the cost of food for their annual community breakfast
Amount:
$ 1,000.00

Organization:
Allegro Dance Project
Jeana Klevene
315 Sierra Dr.
Lexington, KY 40505
Purpose:
For help funding sensory dance classes for people with disabilities
Amount:
$ 2,350.00

Organization:
African American Forum Inc.
John Cole
1202 Highland Park Ave
Lexington, KY 40505
Purpose:
For the cost of audio, lighting, and backline requirements for the LEX Smooth Jazz Concert Series
Amount:
$ 1,500.00

Organization:
Stonewall Equestrian Estates Association Inc.
Patricia Crampton
814 Cindy Blair Way
Lexington, KY 40503
Purpose:
To purchase plants to beautify the gardens at the entrance of the neighborhood
Amount:
$ 500.00

Organization:
LexCall 311
Kendra Carter
1101-160302-0001-75101
Lexington, KY
Purpose:
For a new monitor in the LexCall center
Amount:
$ 1,000.00

Organization:
Black Male Working Academy Inc
Roszalyn Akins
3016 Bracktown Rd.
Lexington, KY 40511
Purpose:
For the cost associated with the 2025 BMWA Chamber trip to Charleston, SC
Amount:
$ 2,600.00

Organization:
Golfview Estates Neighborhood Association Inc.
504 Pyke Rd.
Lexington, KY 40504
Alica Hilton
Purpose:
To host a field day in Addison Park on June 7th for all residents of the neighborhoods surrounding the park
Amount:
$ 400.00

Organization:
Community Inspired Lexington
348 E. Main St.
Lexington, KY 40505
Rebecca Webb
Purpose:
For their murder mystery dinner theater featuring a musical murder mystery performed by case of Murder and Merriment
Amount:
$ 750.00

Organization:
Lexington Gay Services Organization Inc.
389 Waller Ave. Ste. 100
Lexington, KY 40504
Lexie McCutcheon
Purpose:
For Camp Beacon camper tuition and camp supplies
Amount:
$ 2,000.00
Organization:
Community Inspired Lexington
Rebecca Webb
348 E. Main St.
Lexington, KY 40507
Purpose:
For Hunger Doesn't Take a Spring Break to provide lunch for up to 500 kids daily
Amount:
$ 4,550.00

Organization:
Old Paris Place Community LLC
Stacey Underhill
176 Preakness Dr.
Lexington, KY 40516
Purpose:
For building or pruchase of raised beds and supplies for a community garden
Amount:
$ 750.00

Organization:
LFUCG - Partners for Youth
Shanreka Shackelford

Lexington, KY
Purpose:
To support their 30th Anniversary activites planned throughout 2025
Amount:
$ 1,900.00

Organization:
Arts Connect, Inc.
Kate Savage
PO Box 1691
Lexington, KY 40588-1691
Purpose:
For the purchase of 20 painting easles, stools, and umbrellas for a new free one-week alfresco painting event "Paint the Park" in Thoroughbred Park
Amount:
$ 2,000.00

Organization:
Black Yarn Inc.
Barbara Sutherland
499 E. High St. Ste. 112
Lexington, KY 40507
Purpose:
To suport the work of high school students and community volunteers conducting hands on historical research for the Lexington Racially Restrictive Deed research project
Amount:
$ 2,000.00

Organization:
Tahlsound Music Festival c/o LexArts
Seth Murphy
161 N. Mill St.
Lexington, KY 40507
Purpose:
For the Tahlsound music festival community music series
Amount:
$ 4,500.00

Organization:
16th District PTA c/o Stonewall PTA
Brooke Kincheloe
3215 Cornwall Dr.
Lexington, KY 40503
Purpose:

For Stonewall Elementary multipurpose pavillion and shading

Amount:

$ 1,000.00

Neighborhood Development Funds
March 18, 2025
Work Session

Amount	Recipient	Purpose
$ 554.00	Common Good Community Development Corp. Sara Isaacs 1015 N. Limestone Lexington, KY 40505	For a community art project to be displayed in local elementary schools
$ 1,000.00	Greater Gardenside Association Francisco Castro 2351 Versailles Rd. Ste 302 Lexington, KY 40504	For help covering the cost of food for their annual community breakfast
$ 2,350.00	Allegro Dance Project Jeana Klevene 315 Sierra Dr. Lexington, KY 40505	For help funding sensory dance classes for people with disabilities
$ 1,500.00	African American Forum Inc. John Cole 1202 Highland Park Ave Lexington, KY 40505	For the cost of audio, lighting, and backline requirements for the LEX Smooth Jazz Concert Series
$ 500.00	Stonewall Equestrian Estates Association Inc. Patricia Crampton 814 Cindy Blair Way Lexington, KY 40503	To purchase plants to beautify the gardens at the entrance of the neighborhood
$ 1,000.00	LexCall 311 Kendra Carter 1101-160302-0001-75101 Lexington, KY	For a new monitor in the LexCall center
$ 2,600.00	Black Male Working Academy Inc Roszalyn Akins 3016 Bracktown Rd. Lexington, KY 40511	For the cost associated with the 2025 BMWA Chamber trip to Charleston, SC
$ 400.00	Golfview Estates Neighborhood Association Inc. 504 Pyke Rd. Lexington, KY 40504 Alica Hilton	To host a field day in Addison Park on June 7th for all residents of the neighborhoods surrounding the park
$ 750.00	Community Inspired Lexington 348 E. Main St. Lexington, KY 40505 Rebecca Webb	For their murder mystery dinner theater featuring a musical murder mystery performed by case of Murder and Merriment
$ 2,000.00	Lexington Gay Services Organization Inc. 389 Waller Ave. Ste. 100 Lexington, KY 40504 Lexie McCutcheon	For Camp Beacon camper tuition and camp supplies

Neighborhood Development Funds
March 18, 2025
Work Session

Amount	Recipient	Purpose
$ 4,550.00	Community Inspired Lexington Rebecca Webb 348 E. Main St. Lexington, KY 40507	For Hunger Doesn't Take a Spring Break to provide lunch for up to 500 kids daily
$ 750.00	Old Paris Place Community LLC Stacey Underhill 176 Preakness Dr. Lexington, KY 40516	For building or pruchase of raised beds and supplies for a community garden
$ 1,900.00	LFUCG - Partners for Youth Shanreka Shackelford Lexington, KY	To support their 30th Anniversary activites planned throughout 2025
$ 2,000.00	Arts Connect, Inc. Kate Savage PO Box 1691 Lexington, KY 40588-1691	For the purchase of 20 painting easles, stools, and umbrellas for a new free one-week alfresco painting event "Paint the Park" in Thoroughbred Park
$ 2,000.00	Black Yarn Inc. Barbara Sutherland 499 E. High St. Ste. 112 Lexington, KY 40507	To suport the work of high school students and community volunteers conducting hands on historical research for the Lexington Racially Restrictive Deed research project
$ 4,500.00	Tahlsound Music Festival c/o LexArts Seth Murphy 161 N. Mill St. Lexington, KY 40507	For the Tahlsound music festival community music series
$ 1,000.00	16th District PTA c/o Stonewall PTA Brooke Kincheloe 3215 Cornwall Dr. Lexington, KY 40503	For Stonewall Elementary multipurpose pavillion and shading

RESOLUTION NO. _____ - 2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AGREEMENTS RELATED TO NEIGHBORHOOD DEVELOPMENT FUNDS WITH COMMON GOOD COMMUNITY DEVELOPMENT CORPORATION ($554.00); GREATER GARDENSIDE ASSOCIATION, LLC ($1,000.00); ALLEGRO DANCE PROJECT, INC. ($2,350.00); AFRICAN AMERICAN FORUM, INC. ($1,500.00); STONEWALL EQUESTRIAN ESTATES ASSOCIATION, INC. ($500.00); LEXCALL 311 ($1,000.00); BLACK MALE WORKING ACADEMY, INC. ($2,600.00); GOLFVIEW ESTATES NEIGHBORHOOD ASSOCIATION, INC. ($400.00); COMMUNITY INSPIRED LEXINGTON INC. ($750.00); LEXINGTON GAY SERVICES ORGANIZATION, INC. ($2,000.00); COMMUNITY INSPIRED LEXINGTON ($4,550.00); OLD PARIS PLACE COMMUNITY LLC ($750.00); PARTNERS FOR YOUTH FOUNDATION, INC. ($1,900.00); ARTS CONNECT, INC. ($2,000.00); BLACK YARN INC. ($2,000.00); LEXARTS INC. ($4,500.00); 16TH DISTRICT PTA C/O STONEWALL PTA ($1,000.00), 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, Common Good Community Development Corporation, Greater Gardenside Association, LLC, Allegro Dance Project, Inc., African American Forum, Inc., Stonewall Equestrian Estates Association, Inc., Lexcall 311, Black Male Working Academy, Inc., Golfview Estates Neighborhood Association, Inc, Community Inspired Lexington Inc., Lexington Gay Services Organization, Inc., Community Inspired Lexington, Old Paris Place Community LLC, Partners For Youth Foundation, Inc., Arts Connect, Inc., Black Yarn Inc., Lexarts Inc., 16th District PTA C/O Stonewall PTA, 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 Common Good Community Development Corporation ($554.00); Greater Gardenside Association, LLC ($1,000.00); Allegro Dance Project, Inc. ($2,350.00); African American Forum, Inc. ($1,500.00); Stonewall Equestrian Estates Association, Inc. ($500.00); Lexcall 311 ($1,000.00); Black Male Working Academy, Inc. ($2,600.00); Golfview Estates Neighborhood Association, Inc. ($400.00); Community Inspired Lexington Inc. ($750.00); Lexington Gay Services Organization, Inc. ($2,000.00); Community Inspired Lexington ($4,550.00); Old Paris Place Community LLC ($750.00); Partners For Youth Foundation, Inc. ($1,900.00); Arts Connect, Inc.

($2,000.00); Black Yarn Inc. ($2,000.00); Lexarts Inc. ($4,500.00); 16th District PTA C/O Stonewall PTA ($1,000.00) 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:

_____
MAYOR

ATTEST:

_____
CLERK OF URBAN COUNTY COUNCIL
0275-25:GET:4939-1885-7258, v. 1

RESOLUTION NO. 139 - 2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AGREEMENTS RELATED TO NEIGHBORHOOD DEVELOPMENT FUNDS WITH COMMON GOOD COMMUNITY DEVELOPMENT CORPORATION ($554.00); GREATER GARDENSIDE ASSOCIATION, LLC ($1,000.00); ALLEGRO DANCE PROJECT, INC. ($2,350.00); AFRICAN AMERICAN FORUM, INC. ($1,500.00); STONEWALL EQUESTRIAN ESTATES ASSOCIATION, INC. ($500.00); LEXCALL 311 ($1,000.00); BLACK MALE WORKING ACADEMY, INC. ($2,600.00); GOLFVIEW ESTATES NEIGHBORHOOD ASSOCIATION, INC. ($400.00); COMMUNITY INSPIRED LEXINGTON INC. ($750.00); LEXINGTON GAY SERVICES ORGANIZATION, INC. ($2,000.00); COMMUNITY INSPIRED LEXINGTON ($4,550.00); OLD PARIS PLACE COMMUNITY LLC ($750.00); PARTNERS FOR YOUTH FOUNDATION, INC. ($1,900.00); ARTS CONNECT, INC. ($2,000.00); BLACK YARN INC. ($2,000.00); LEXARTS INC. ($4,500.00); 16TH DISTRICT PTA C/O STONEWALL PTA ($1,000.00), 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, Common Good Community Development Corporation, Greater Gardenside Association, LLC, Allegro Dance Project, Inc., African American Forum, Inc., Stonewall Equestrian Estates Association, Inc., Lexcall 311, Black Male Working Academy, Inc., Golfview Estates Neighborhood Association, Inc, Community Inspired Lexington Inc., Lexington Gay Services Organization, Inc., Community Inspired Lexington, Old Paris Place Community LLC, Partners For Youth Foundation, Inc., Arts Connect, Inc., Black Yarn Inc., Lexarts Inc., 16th District PTA C/O Stonewall PTA, 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 Common Good Community Development Corporation ($554.00); Greater Gardenside Association, LLC ($1,000.00); Allegro Dance Project, Inc. ($2,350.00); African American Forum, Inc. ($1,500.00); Stonewall Equestrian Estates Association, Inc. ($500.00); Lexcall 311 ($1,000.00); Black Male Working Academy, Inc. ($2,600.00); Golfview Estates Neighborhood Association, Inc. ($400.00); Community Inspired Lexington Inc. ($750.00); Lexington Gay Services Organization, Inc. ($2,000.00); Community Inspired Lexington ($4,550.00); Old Paris Place Community LLC ($750.00); Partners For Youth Foundation, Inc. ($1,900.00); Arts Connect, Inc.

($2,000.00); Black Yarn Inc. ($2,000.00); Lexarts Inc. ($4,500.00); 16th District PTA C/O Stonewall PTA ($1,000.00) 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: March 20, 2025

Linda Gorton

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0275-25:GET:4939-1885-7258, v. 1

Docusign Envelope ID: 36335EF9-835F-451B-80B8-9C01681D35FB

AGREEMENT

THIS AGREEMENT, made and entered into on the 24th day of March, 2025 by and between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, an Urban County Government of the Commonwealth of Kentucky, created pursuant to KRS Chapter 67A (Hereinafter "Government"), on behalf of its Office of the Urban County Council, and African American Forum Inc. (Hereinafter "Organization"), of 1202 Highland Park Ave, Lexington, KY 40505, Fayette County.

WITNESSETH:

WHEREAS, the Urban County Council may allocate Neighborhood Development Funds (NDFs) to any incorporated non-profit organization for any lawful public purpose in the best interest of and for the use and benefit of the community; and

WHEREAS, Organization is a qualified incorporated non-profit organization that has provided outstanding activities for the citizens of Fayette County; and

WHEREAS, Organization accordingly enhances the environment of Lexington; and

WHEREAS, Organization has requested funding for a specific lawful public purpose that is in the best interest of and for the use and benefit of the community.

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

1. **Amount and Intended Use of Neighborhood Development Funds**. Government hereby grants Organization the sum of $1,500 (One Thousand Five Hundred Dollars and Zero Cents) for the following lawful public purpose:

   [For the cost of audio, lighting, and backline requirements for the LEX Smooth Jazz Concert Series]

2. **Finalization of Agreement**. Organization shall return this Agreement to the Council Administrator's Office on or before April 25th, 2025. If Organization **fails to sign and return this Agreement within 30 days, Organization shall be deemed to have forfeited the Neighborhood Development Funds and Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year.**

3. **Receipt of Funds**. Upon return of the signed Agreement to the Council Administrator's Office, the Council Administrator shall issue the check to the Organization. The check shall be timely deposited by the Organization within 60 days of receipt. If the Organization **fails to deposit the check within 60 days of receipt, the Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year**. Under no circumstances shall a check that the Organization fails to deposit within sixty (60) days of receipt be re-issued by the Government.

4. **Required Documentation**. Organization shall submit all relevant receipts and financial documentation to Councilmember J. Brown's office, documenting the use of the granted funds for the specified lawful public purpose, within six (6) months of receiving the Neighborhood Development Fund check. If Organization **fails to provide the required documentation, the Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year**.

5. Organization shall provide equal opportunity in employment for all qualified persons; prohibit discrimination in employment because of race, color, creed, national origin, sex, sexual orientation, gender identity, or age between 40 and 70; promote equal employment through a positive, continuing program of equal employment and cause each of its subcontracting agencies to do so. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.

6. In any written or oral communications, the Organization shall identify the Lexington-Fayette Urban County Government as the source of the above-referenced funds; the Organization shall not specifically identify an individual Councilmember as being responsible for the funds donated by the Lexington-Fayette Urban County Government.

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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: Linda Gorton
Linda Gorton, MAYOR

ATTEST:

Abbye Allan
CLERK OF URBAN COUNTY COUNCIL

By: JOHN E COLE III
(John Cole)
(African American Forum Inc.)

AGREEMENT

THIS AGREEMENT, made and entered into on the 24th day of March, 2025 by and between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, an Urban County Government of the Commonwealth of Kentucky, created pursuant to KRS Chapter 67A (Hereinafter "Government"), on behalf of its Office of the Urban County Council, and Old Paris Place Community LLC (Hereinafter "Organization"), of 176 Preakness Dr., Lexington, KY 40516, Fayette County.

W I T N E S S E T H:

WHEREAS, the Urban County Council may allocate Neighborhood Development Funds (NDFs) to any incorporated non-profit organization for any lawful public purpose in the best interest of and for the use and benefit of the community; and

WHEREAS, Organization is a qualified incorporated non-profit organization that has provided outstanding activities for the citizens of Fayette County; and

WHEREAS, Organization accordingly enhances the environment of Lexington; and

WHEREAS, Organization has requested funding for a specific lawful public purpose that is in the best interest of and for the use and benefit of the community.

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

1. **Amount and Intended Use of Neighborhood Development Funds**. Government hereby grants Organization the sum of $750 (Seven Hundred Fifty Dollars and Zero Cents) for the following lawful public purpose:

   [For building or pruchase of raised beds and supplies for a community garden]

2. **Finalization of Agreement**. Organization shall return this Agreement to the Council Administrator's Office on or before April 25th, 2025. If Organization **fails to sign and return this Agreement within 30 days, Organization shall be deemed to have forfeited the Neighborhood Development Funds and Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year**.

3. **Receipt of Funds**. Upon return of the signed Agreement to the Council Administrator's Office, the Council Administrator shall issue the check to the Organization. The check shall be timely deposited by the Organization within 60 days of receipt. If the Organization **fails to deposit the check within 60 days of receipt, the Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year**. Under no circumstances shall a check that the Organization fails to deposit within sixty (60) days of receipt be re-issued by the Government.

4. **Required Documentation**. Organization shall submit all relevant receipts and financial documentation to Councilmember Gray's office, documenting the use of the granted funds for the specified lawful public purpose, within six (6) months of receiving the Neighborhood Development Fund check. If Organization **fails to provide the required documentation, the Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year**.

5. Organization shall provide equal opportunity in employment for all qualified persons; prohibit discrimination in employment because of race, color, creed, national origin, sex, sexual orientation, gender identity, or age between 40 and 70; promote equal employment through a positive, continuing program of equal employment and cause each of its subcontracting agencies to do so. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.

6. In any written or oral communications, the Organization shall identify the Lexington-Fayette Urban County Government as the source of the above-referenced funds; the Organization shall not specifically identify an individual Councilmember as being responsible for the funds donated by the Lexington-Fayette Urban County Government.

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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: Linda Gorton
Linda Gorton, MAYOR

ATTEST:

Abbye Allan
CLERK OF URBAN COUNTY COUNCIL

By: Stacey Underhill
(Stacey Underhill)
(Old Paris Place Community LLC)

Docusign Envelope ID: 6E30AA14-63A3-415D-8798-CAA417BC8EB4

AGREEMENT

THIS AGREEMENT, made and entered into on the 24th day of March, 2025 by and between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, an Urban County Government of the Commonwealth of Kentucky, created pursuant to KRS Chapter 67A (Hereinafter "Government"), on behalf of its Office of the Urban County Council, and Tahlsound Music Festival c/o LexArts (Hereinafter "Organization"), of 161 N. Mill St., Lexington, KY 40507, Fayette County.

W I T N E S S E T H:

WHEREAS, the Urban County Council may allocate Neighborhood Development Funds (NDFs) to any incorporated non-profit organization for any lawful public purpose in the best interest of and for the use and benefit of the community; and

WHEREAS, Organization is a qualified incorporated non-profit organization that has provided outstanding activities for the citizens of Fayette County; and

WHEREAS, Organization accordingly enhances the environment of Lexington; and

WHEREAS, Organization has requested funding for a specific lawful public purpose that is in the best interest of and for the use and benefit of the community.

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

1. **Amount and Intended Use of Neighborhood Development Funds**. Government hereby grants Organization the sum of $4,500 (Four Thousand Five Hundred Fifty Dollars and Zero Cents) for the following lawful public purpose:

   [For the Tahlsound music festival community music series]

2. **Finalization of Agreement**. Organization shall return this Agreement to the Council Administrator's Office on or before April 25th, 2025. If Organization **fails to sign and return this Agreement within 30 days, Organization shall be deemed to have forfeited the Neighborhood Development Funds and Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year**.

3. **Receipt of Funds**. Upon return of the signed Agreement to the Council Administrator's Office, the Council Administrator shall issue the check to the Organization. The check shall be timely deposited by the Organization within 60 days of receipt. If the Organization **fails to deposit the check within 60 days of receipt, the Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year**. Under no circumstances shall a check that the Organization fails to deposit within sixty (60) days of receipt be re-issued by the Government.

4. **Required Documentation**. Organization shall submit all relevant receipts and financial documentation to Councilmember Sevigny's office, documenting the use of the granted funds for the specified lawful public purpose, within six (6) months of receiving the Neighborhood Development Fund check. If Organization **fails to provide the required documentation, the Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year**.

5. Organization shall provide equal opportunity in employment for all qualified persons; prohibit discrimination in employment because of race, color, creed, national origin, sex, sexual orientation, gender identity, or age between 40 and 70; promote equal employment through a positive, continuing program of equal employment and cause each of its subcontracting agencies to do so. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.

6. In any written or oral communications, the Organization shall identify the Lexington-Fayette Urban County Government as the source of the above-referenced funds; the Organization shall not specifically identify an individual Councilmember as being responsible for the funds donated by the Lexington-Fayette Urban County Government.

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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: Linda Gorton
Linda Gorton, MAYOR

ATTEST:

Abbye Allan
CLERK OF URBAN COUNTY COUNCIL

By:
(Seth Murphy)
(Tahlsound Music Festival c/o LexArts)

AGREEMENT

THIS AGREEMENT, made and entered into on the 24th day of March, 2025 by and between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, an Urban County Government of the Commonwealth of Kentucky, created pursuant to KRS Chapter 67A (Hereinafter "Government"), on behalf of its Office of the Urban County Council, and Arts Connect, Inc. (Hereinafter "Organization"), of PO Box 1691, Lexington, KY 40588-1691, Fayette County.

WITNESSETH:

WHEREAS, the Urban County Council may allocate Neighborhood Development Funds (NDFs) to any incorporated non-profit organization for any lawful public purpose in the best interest of and for the use and benefit of the community; and

WHEREAS, Organization is a qualified incorporated non-profit organization that has provided outstanding activities for the citizens of Fayette County; and

WHEREAS, Organization accordingly enhances the environment of Lexington; and

WHEREAS, Organization has requested funding for a specific lawful public purpose that is in the best interest of and for the use and benefit of the community.

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

1. **Amount and Intended Use of Neighborhood Development Funds**. Government hereby grants Organization the sum of $2,000 (Two Thousand Dollars and Zero Cents) for the following lawful public purpose:

   [For the purchase of 20 painting easles, stools, and umbrellas for a new free one-week alfresco painting event "Paint the Park" in Thoroughbred Park]

2. **Finalization of Agreement**. Organization shall return this Agreement to the Council Administrator's Office on or before April 25th, 2025. If Organization **fails to sign and return this Agreement within 30 days, Organization shall be deemed to have forfeited the Neighborhood Development Funds and Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year**.

3. **Receipt of Funds**. Upon return of the signed Agreement to the Council Administrator's Office, the Council Administrator shall issue the check to the Organization. The check shall be timely deposited by the Organization within 60 days of receipt. If the Organization **fails to deposit the check within 60 days of receipt, the Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year**. Under no circumstances shall a check that the Organization fails to deposit within sixty (60) days of receipt be re-issued by the Government.

4. **Required Documentation**. Organization shall submit all relevant receipts and financial documentation to Councilmember Wu's office, documenting the use of the granted funds for the specified lawful public purpose, within six (6) months of receiving the Neighborhood Development Fund check. If Organization **fails to provide the required documentation, the Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year**.

5. Organization shall provide equal opportunity in employment for all qualified persons; prohibit discrimination in employment because of race, color, creed, national origin, sex, sexual orientation, gender identity, or age between 40 and 70; promote equal employment through a positive, continuing program of equal employment and cause each of its subcontracting agencies to do so. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.

6. In any written or oral communications, the Organization shall identify the Lexington-Fayette Urban County Government as the source of the above-referenced funds; the Organization shall not specifically identify an individual Councilmember as being responsible for the funds donated by the Lexington-Fayette Urban County Government.

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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: Linda Gorton
Linda Gorton, MAYOR

ATTEST:

Abbye Allan
CLERK OF URBAN COUNTY COUNCIL

By: Kate Savage
(Kate Savage)
(Arts Connect, Inc.)

AGREEMENT

THIS AGREEMENT, made and entered into on the 24th day of March, 2025 by and between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, an Urban County Government of the Commonwealth of Kentucky, created pursuant to KRS Chapter 67A (Hereinafter "Government"), on behalf of its Office of the Urban County Council, and Allegro Dance Project (Hereinafter "Organization"), of 315 Sierra Dr., Lexington, KY 40505, Fayette County.

WITNESSETH:

WHEREAS, the Urban County Council may allocate Neighborhood Development Funds (NDFs) to any incorporated non-profit organization for any lawful public purpose in the best interest of and for the use and benefit of the community; and

WHEREAS, Organization is a qualified incorporated non-profit organization that has provided outstanding activities for the citizens of Fayette County; and

WHEREAS, Organization accordingly enhances the environment of Lexington; and

WHEREAS, Organization has requested funding for a specific lawful public purpose that is in the best interest of and for the use and benefit of the community.

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

1. **Amount and Intended Use of Neighborhood Development Funds**. Government hereby grants Organization the sum of $2,350 (Two Thousand Three Hundred Fifty Dollars and Zero Cents) for the following lawful public purpose:

   [For help funding sensory dance classes for people with disabilities]

2. **Finalization of Agreement**. Organization shall return this Agreement to the Council Administrator's Office on or before April 25th, 2025. If Organization **fails to sign and return this Agreement within 30 days, Organization shall be deemed to have forfeited the Neighborhood Development Funds and Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year**.

3. **Receipt of Funds**. Upon return of the signed Agreement to the Council Administrator's Office, the Council Administrator shall issue the check to the Organization. The check shall be timely deposited by the Organization within 60 days of receipt. If the Organization **fails to deposit the check within 60 days of receipt, the Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year**. Under no circumstances shall a check that the Organization fails to deposit within sixty (60) days of receipt be re-issued by the Government.

4. **Required Documentation**. Organization shall submit all relevant receipts and financial documentation to Councilmember Reynolds's office, documenting the use of the granted funds for the specified lawful public purpose, within six (6) months of receiving the Neighborhood Development Fund check. If Organization **fails to provide the required documentation, the Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year**.

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5. Organization shall provide equal opportunity in employment for all qualified persons; prohibit discrimination in employment because of race, color, creed, national origin, sex, sexual orientation, gender identity, or age between 40 and 70; promote equal employment through a positive, continuing program of equal employment and cause each of its subcontracting agencies to do so. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.

6. In any written or oral communications, the Organization shall identify the Lexington-Fayette Urban County Government as the source of the above-referenced funds; the Organization shall not specifically identify an individual Councilmember as being responsible for the funds donated by the Lexington-Fayette Urban County Government.

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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: Linda Gorton
Linda Gorton, MAYOR

ATTEST:

Abbye Allan
CLERK OF URBAN COUNTY COUNCIL

By: Jeana Klevene
(Jeana Klevene)
(Allegro Dance Project)

Docusign Envelope ID: B8BD6D10-BF0D-418E-A24F-FB9A192DAA5C

AGREEMENT

THIS AGREEMENT, made and entered into on the 24th day of March, 2025 by and between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, an Urban County Government of the Commonwealth of Kentucky, created pursuant to KRS Chapter 67A (Hereinafter "Government"), on behalf of its Office of the Urban County Council, and Community Inspired Lexington (Hereinafter "Organization"), of 348 E. Main St., Lexington, KY 40505, Fayette County.

WITNESSETH:

WHEREAS, the Urban County Council may allocate Neighborhood Development Funds (NDFs) to any incorporated non-profit organization for any lawful public purpose in the best interest of and for the use and benefit of the community; and

WHEREAS, Organization is a qualified incorporated non-profit organization that has provided outstanding activities for the citizens of Fayette County; and

WHEREAS, Organization accordingly enhances the environment of Lexington; and

WHEREAS, Organization has requested funding for a specific lawful public purpose that is in the best interest of and for the use and benefit of the community.

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

1. **Amount and Intended Use of Neighborhood Development Funds**. Government hereby grants Organization the sum of $750 (Seven Hundred Fifty Dollars and Zero Cents) for the following lawful public purpose:

   [For their murder mystery dinner theater featuring a musical murder mystery performed by case of Murder and Merriment]

2. **Finalization of Agreement**. Organization shall return this Agreement to the Council Administrator's Office on or before April 25th, 2025. If Organization **fails to sign and return this Agreement within 30 days, Organization shall be deemed to have forfeited the Neighborhood Development Funds and Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year**.

3. **Receipt of Funds**. Upon return of the signed Agreement to the Council Administrator's Office, the Council Administrator shall issue the check to the Organization. The check shall be timely deposited by the Organization within 60 days of receipt. If the Organization **fails to deposit the check within 60 days of receipt, the Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year**. Under no circumstances shall a check that the Organization fails to deposit within sixty (60) days of receipt be re-issued by the Government.

4. **Required Documentation**. Organization shall submit all relevant receipts and financial documentation to Councilmember J. Brown's office, documenting the use of the granted funds for the specified lawful public purpose, within six (6) months of receiving the Neighborhood Development Fund check. If Organization **fails to provide the required documentation, the Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year**.

5. Organization shall provide equal opportunity in employment for all qualified persons; prohibit discrimination in employment because of race, color, creed, national origin, sex, sexual orientation, gender identity, or age between 40 and 70; promote equal employment through a positive, continuing program of equal employment and cause each of its subcontracting agencies to do so. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.

6. In any written or oral communications, the Organization shall identify the Lexington-Fayette Urban County Government as the source of the above-referenced funds; the Organization shall not specifically identify an individual Councilmember as being responsible for the funds donated by the Lexington-Fayette Urban County Government.

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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: Linda Gorton
Linda Gorton, MAYOR

ATTEST:

Abbye Allan
CLERK OF URBAN COUNTY COUNCIL

By: Rebecca Webb
(Rebecca Webb)
(Community Inspired Lexington)

Docusign Envelope ID: 7B24234B-DC04-4B8B-8E26-2C277DCD2793

AGREEMENT

THIS AGREEMENT, made and entered into on the 24th day of March, 2025 by and between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, an Urban County Government of the Commonwealth of Kentucky, created pursuant to KRS Chapter 67A (Hereinafter "Government"), on behalf of its Office of the Urban County Council, and Black Yarn Inc. (Hereinafter "Organization"), of 499 E. High St. Ste. 112, Lexington, KY 40507, Fayette County.

WITNESSETH:

WHEREAS, the Urban County Council may allocate Neighborhood Development Funds (NDFs) to any incorporated non-profit organization for any lawful public purpose in the best interest of and for the use and benefit of the community; and

WHEREAS, Organization is a qualified incorporated non-profit organization that has provided outstanding activities for the citizens of Fayette County; and

WHEREAS, Organization accordingly enhances the environment of Lexington; and

WHEREAS, Organization has requested funding for a specific lawful public purpose that is in the best interest of and for the use and benefit of the community.

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

1. **Amount and Intended Use of Neighborhood Development Funds**. Government hereby grants Organization the sum of $2,000 (Two Thousand Dollars and Zero Cents) for the following lawful public purpose:

   [To suport the work of high school students and community volunteers conducting hands on historical research for the Lexington Racially Restrictive Deed research project]

2. **Finalization of Agreement**. Organization shall return this Agreement to the Council Administrator's Office on or before April 25th, 2025. If Organization **fails to sign and return this Agreement within 30 days, Organization shall be deemed to have forfeited the Neighborhood Development Funds and Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year**.

3. **Receipt of Funds**. Upon return of the signed Agreement to the Council Administrator's Office, the Council Administrator shall issue the check to the Organization. The check shall be timely deposited by the Organization within 60 days of receipt. If the Organization **fails to deposit the check within 60 days of receipt, the Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year**. Under no circumstances shall a check that the Organization fails to deposit within sixty (60) days of receipt be re-issued by the Government.

4. **Required Documentation**. Organization shall submit all relevant receipts and financial documentation to Councilmember Wu's office, documenting the use of the granted funds for the specified lawful public purpose, within six (6) months of receiving the Neighborhood Development Fund check. If Organization **fails to provide the required documentation, the Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year**.

Docusign Envelope ID: 7B24234B-DC04-4B8B-8E26-2C277DCD2793

5. Organization shall provide equal opportunity in employment for all qualified persons; prohibit discrimination in employment because of race, color, creed, national origin, sex, sexual orientation, gender identity, or age between 40 and 70; promote equal employment through a positive, continuing program of equal employment and cause each of its subcontracting agencies to do so. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.

6. In any written or oral communications, the Organization shall identify the Lexington-Fayette Urban County Government as the source of the above-referenced funds; the Organization shall not specifically identify an individual Councilmember as being responsible for the funds donated by the Lexington-Fayette Urban County Government.

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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: Linda Gorton
Linda Gorton, MAYOR

ATTEST:

Abbye Allan
CLERK OF URBAN COUNTY COUNCIL

By: Barbara Sutherland
(Barbara Sutherland)
(Black Yarn Inc.)

Docusign Envelope ID: C7B5DD33-5004-4A92-91FB-28A65351699A

AGREEMENT

THIS AGREEMENT, made and entered into on the 24th day of March, 2025 by and between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, an Urban County Government of the Commonwealth of Kentucky, created pursuant to KRS Chapter 67A (Hereinafter "Government"), on behalf of its Office of the Urban County Council, and Stonewall Equestrian Estates Association Inc. (Hereinafter "Organization"), of 814 Cindy Blair Way, Lexington, KY 40503, Fayette County.

WITNESSETH:

WHEREAS, the Urban County Council may allocate Neighborhood Development Funds (NDFs) to any incorporated non-profit organization for any lawful public purpose in the best interest of and for the use and benefit of the community; and

WHEREAS, Organization is a qualified incorporated non-profit organization that has provided outstanding activities for the citizens of Fayette County; and

WHEREAS, Organization accordingly enhances the environment of Lexington; and

WHEREAS, Organization has requested funding for a specific lawful public purpose that is in the best interest of and for the use and benefit of the community.

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

1. **Amount and Intended Use of Neighborhood Development Funds**. Government hereby grants Organization the sum of $500 (Five Hundred Dollars and Zero Cents) for the following lawful public purpose:

   [To purchase plants to beautify the gardens at the entrance of the neighborhood]

2. **Finalization of Agreement**. Organization shall return this Agreement to the Council Administrator's Office on or before April 25th, 2025. If Organization **fails to sign and return this Agreement within 30 days, Organization shall be deemed to have forfeited the Neighborhood Development Funds and Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year**.

3. **Receipt of Funds**. Upon return of the signed Agreement to the Council Administrator's Office, the Council Administrator shall issue the check to the Organization. The check shall be timely deposited by the Organization within 60 days of receipt. If the Organization **fails to deposit the check within 60 days of receipt, the Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year**. Under no circumstances shall a check that the Organization fails to deposit within sixty (60) days of receipt be re-issued by the Government.

4. **Required Documentation**. Organization shall submit all relevant receipts and financial documentation to Councilmember Baxter's office, documenting the use of the granted funds for the specified lawful public purpose, within six (6) months of receiving the Neighborhood Development Fund check. If Organization **fails to provide the required documentation, the Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year**.

Docusign Envelope ID: C7B5DD33-5004-4A92-91FB-28A65351699A

5. Organization shall provide equal opportunity in employment for all qualified persons; prohibit discrimination in employment because of race, color, creed, national origin, sex, sexual orientation, gender identity, or age between 40 and 70; promote equal employment through a positive, continuing program of equal employment and cause each of its subcontracting agencies to do so. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.

6. In any written or oral communications, the Organization shall identify the Lexington-Fayette Urban County Government as the source of the above-referenced funds; the Organization shall not specifically identify an individual Councilmember as being responsible for the funds donated by the Lexington-Fayette Urban County Government.

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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: Linda Gorton
Linda Gorton, MAYOR

ATTEST:

Abbye Allan
CLERK OF URBAN COUNTY COUNCIL

By: Patricia Crampton
(Patricia Crampton)
(Stonewall Equestrian Estates Association Inc.)

Docusign Envelope ID: 7128E023-8D73-45C0-833D-4D632A9DA25C

AGREEMENT

THIS AGREEMENT, made and entered into on the 24th day of March, 2025 by and between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, an Urban County Government of the Commonwealth of Kentucky, created pursuant to KRS Chapter 67A (Hereinafter "Government"), on behalf of its Office of the Urban County Council, and Golfview Estates Neighborhood Association Inc. (Hereinafter "Organization"), of 504 Pyke Rd., Lexington, KY 40504, Fayette County.

W I T N E S S E T H:

WHEREAS, the Urban County Council may allocate Neighborhood Development Funds (NDFs) to any incorporated non-profit organization for any lawful public purpose in the best interest of and for the use and benefit of the community; and

WHEREAS, Organization is a qualified incorporated non-profit organization that has provided outstanding activities for the citizens of Fayette County; and

WHEREAS, Organization accordingly enhances the environment of Lexington; and

WHEREAS, Organization has requested funding for a specific lawful public purpose that is in the best interest of and for the use and benefit of the community.

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

1. **Amount and Intended Use of Neighborhood Development Funds**. Government hereby grants Organization the sum of $400 (Four Hundred Dollars and Zero Cents) for the following lawful public purpose:

   [To host a field day in Addison Park on June 7th for all residents of the neighborhoods surrounding the park]

2. **Finalization of Agreement**. Organization shall return this Agreement to the Council Administrator's Office on or before April 25th, 2025. If Organization **fails to sign and return this Agreement within 30 days, Organization shall be deemed to have forfeited the Neighborhood Development Funds and Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year**.

3. **Receipt of Funds**. Upon return of the signed Agreement to the Council Administrator's Office, the Council Administrator shall issue the check to the Organization. The check shall be timely deposited by the Organization within 60 days of receipt. If the Organization **fails to deposit the check within 60 days of receipt, the Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year**. Under no circumstances shall a check that the Organization fails to deposit within sixty (60) days of receipt be re-issued by the Government.

4. **Required Documentation**. Organization shall submit all relevant receipts and financial documentation to Councilmember Reynolds's office, documenting the use of the granted funds for the specified lawful public purpose, within six (6) months of receiving the Neighborhood Development Fund check. If Organization **fails to provide the required documentation, the Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year**.

5. Organization shall provide equal opportunity in employment for all qualified persons; prohibit discrimination in employment because of race, color, creed, national origin, sex, sexual orientation, gender identity, or age between 40 and 70; promote equal employment through a positive, continuing program of equal employment and cause each of its subcontracting agencies to do so. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.

6. In any written or oral communications, the Organization shall identify the Lexington-Fayette Urban County Government as the source of the above-referenced funds; the Organization shall not specifically identify an individual Councilmember as being responsible for the funds donated by the Lexington-Fayette Urban County Government.

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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: Linda Gorton
Linda Gorton, MAYOR

ATTEST:

Abbye Allan
CLERK OF URBAN COUNTY COUNCIL

By:
(Alica Hilton)
(Golfview Estates Neighborhood Association Inc.)

AGREEMENT

THIS AGREEMENT, made and entered into on the 24th day of March, 2025 by and between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, an Urban County Government of the Commonwealth of Kentucky, created pursuant to KRS Chapter 67A (Hereinafter "Government"), on behalf of its Office of the Urban County Council, and Lexington Gay Services Organization Inc. (Hereinafter "Organization"), of 389 Waller Ave. Ste. 100, Lexington, KY 40504, Fayette County.

W I T N E S S E T H:

WHEREAS, the Urban County Council may allocate Neighborhood Development Funds (NDFs) to any incorporated non-profit organization for any lawful public purpose in the best interest of and for the use and benefit of the community; and

WHEREAS, Organization is a qualified incorporated non-profit organization that has provided outstanding activities for the citizens of Fayette County; and

WHEREAS, Organization accordingly enhances the environment of Lexington; and

WHEREAS, Organization has requested funding for a specific lawful public purpose that is in the best interest of and for the use and benefit of the community.

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

1. **Amount and Intended Use of Neighborhood Development Funds**. Government hereby grants Organization the sum of $2,000 (Two Thousand Dollars and Zero Cents) for the following lawful public purpose:

   [For Camp Beacon camper tuition and camp supplies]

2. **Finalization of Agreement**. Organization shall return this Agreement to the Council Administrator's Office on or before April 25th, 2025. If Organization **fails to sign and return this Agreement within 30 days, Organization shall be deemed to have forfeited the Neighborhood Development Funds and Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year**.

3. **Receipt of Funds**. Upon return of the signed Agreement to the Council Administrator's Office, the Council Administrator shall issue the check to the Organization. The check shall be timely deposited by the Organization within 60 days of receipt. If the Organization **fails to deposit the check within 60 days of receipt, the Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year**. Under no circumstances shall a check that the Organization fails to deposit within sixty (60) days of receipt be re-issued by the Government.

4. **Required Documentation**. Organization shall submit all relevant receipts and financial documentation to Councilmember Curtis's office, documenting the use of the granted funds for the specified lawful public purpose, within six (6) months of receiving the Neighborhood Development Fund check. If Organization **fails to provide the required documentation, the Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year**.

Docusign Envelope ID: ADACA866-FB71-4EC5-8545-7339973C5DF4

5. Organization shall provide equal opportunity in employment for all qualified persons; prohibit discrimination in employment because of race, color, creed, national origin, sex, sexual orientation, gender identity, or age between 40 and 70; promote equal employment through a positive, continuing program of equal employment and cause each of its subcontracting agencies to do so. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.

6. In any written or oral communications, the Organization shall identify the Lexington-Fayette Urban County Government as the source of the above-referenced funds; the Organization shall not specifically identify an individual Councilmember as being responsible for the funds donated by the Lexington-Fayette Urban County Government.

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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: Linda Gorton
Linda Gorton, MAYOR

ATTEST:

Abbye Allan
CLERK OF URBAN COUNTY COUNCIL

By: Lexie McCutcheon
(Lexie McCutcheon)
(Lexington Gay Services Organization Inc.)

AGREEMENT

THIS AGREEMENT, made and entered into on the 24th day of March, 2025 by and between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, an Urban County Government of the Commonwealth of Kentucky, created pursuant to KRS Chapter 67A (Hereinafter "Government"), on behalf of its Office of the Urban County Council, and Greater Gardenside Association (Hereinafter "Organization"), of 2351 Versailles Rd. Ste 302, Lexington, KY 40504, Fayette County.

WITNESSETH:

WHEREAS, the Urban County Council may allocate Neighborhood Development Funds (NDFs) to any incorporated non-profit organization for any lawful public purpose in the best interest of and for the use and benefit of the community; and

WHEREAS, Organization is a qualified incorporated non-profit organization that has provided outstanding activities for the citizens of Fayette County; and

WHEREAS, Organization accordingly enhances the environment of Lexington; and

WHEREAS, Organization has requested funding for a specific lawful public purpose that is in the best interest of and for the use and benefit of the community.

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

1. **Amount and Intended Use of Neighborhood Development Funds**. Government hereby grants Organization the sum of $1,000 (One Thousand Dollars and Zero Cents) for the following lawful public purpose:

   [For help covering the cost of food for their annual community breakfast]

2. **Finalization of Agreement**. Organization shall return this Agreement to the Council Administrator's Office on or before April 25th, 2025. If Organization **fails to sign and return this Agreement within 30 days, Organization shall be deemed to have forfeited the Neighborhood Development Funds and Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year**.

3. **Receipt of Funds**. Upon return of the signed Agreement to the Council Administrator's Office, the Council Administrator shall issue the check to the Organization. The check shall be timely deposited by the Organization within 60 days of receipt. If the Organization **fails to deposit the check within 60 days of receipt, the Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year**. Under no circumstances shall a check that the Organization fails to deposit within sixty (60) days of receipt be re-issued by the Government.

4. **Required Documentation**. Organization shall submit all relevant receipts and financial documentation to Councilmember Reynolds's office, documenting the use of the granted funds for the specified lawful public purpose, within six (6) months of receiving the Neighborhood Development Fund check. If Organization **fails to provide the required documentation, the Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year**.

Docusign Envelope ID: 1D3B1249-0B3E-404B-B9DA-497B1AD9EB13

5. Organization shall provide equal opportunity in employment for all qualified persons; prohibit discrimination in employment because of race, color, creed, national origin, sex, sexual orientation, gender identity, or age between 40 and 70; promote equal employment through a positive, continuing program of equal employment and cause each of its subcontracting agencies to do so. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.

6. In any written or oral communications, the Organization shall identify the Lexington-Fayette Urban County Government as the source of the above-referenced funds; the Organization shall not specifically identify an individual Councilmember as being responsible for the funds donated by the Lexington-Fayette Urban County Government.

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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: Linda Gorton
Linda Gorton, MAYOR

ATTEST:

Abbye Allan
CLERK OF URBAN COUNTY COUNCIL

By: FRANCISCO CASTRO
(Francisco Castro)
(Greater Gardenside Association)

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0279-25

File ID:	0279-25	**Type:**	Resolution	**Status:**	Approved
Version:	1	**Contract #:**	089-2025	**In Control:**	Urban County Council
				File Created:	03/13/2025
File Name:	Capital List 3/18/25			**Final Action:**	03/20/2025

Title: A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute an Agreement related to Council Capital Project Expenditure Funds with Town Branch Park, Inc. ($20,306) for the Office of the Urban County Council, at a cost not to exceed the sum stated. [Council Office, Hall]

Notes: SAF in the CCO. 4/9/2025. MS

Sponsors:		**Enactment Date:**	03/20/2025
Attachments:	Capital List 3.18.25, Reso 0279-25 Council Capital (3-18-25) 4913-1183-5434 v.1.docx, R-140-2025, Contract #089-2025	**Enactment Number:**	R-140-2025
Deed #:		**Hearing Date:**	
Drafter:		**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	03/18/2025	Approved and Referred to Docket	Urban County Council	03/20/2025		Pass
1	Urban County Council	03/20/2025	Received First Reading	Urban County Council	03/20/2025		
1	Urban County Council	03/20/2025	Suspended Rules for Second Reading				Pass
1	Urban County Council	03/20/2025	Approved				Pass

Text of Legislative File 0279-25

Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute an Agreement related to Council Capital Project Expenditure Funds with Town Branch Park, Inc. ($20,306) for the Office of the Urban County Council, at a cost not to exceed the sum stated. [Council Office, Hall]

Summary

Organization:

Town Branch Park Inc.

Ben Shaffar

Purpose:

To purchase two 3-in-1 water fountains

Amount:

$ 20,306.00

Council Capital Projects
March 18, 2025 Work Session

Amount	Recipient	Purpose
$ 20,306	Town Branch Park, Inc. Ben Shaffar	For the purchase of two public 3-in-1 water fountains

RESOLUTION NO. _____ - 2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT RELATED TO COUNCIL CAPITAL PROJECT EXPENDITURE FUNDS WITH TOWN BRANCH PARK, INC. ($20,306.00) 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 an agreement related to Council Capital Project Expenditure Funds, which is attached hereto and incorporated herein by reference, with Town Branch Park, Inc. for the Office of the Urban County Council.

Section 2 – That an amount, not to exceed the sum stated, be and hereby is approved for payment or transfer to Town Branch Park, Inc. ($20,306.00) from account #1105-121002-91715, from various Council Districts, 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
0279-25:GET:4913-1183-5434, v. 1

RESOLUTION NO. 140 - 2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT RELATED TO COUNCIL CAPITAL PROJECT EXPENDITURE FUNDS WITH TOWN BRANCH PARK, INC. ($20,306.00) 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 an agreement related to Council Capital Project Expenditure Funds, which is attached hereto and incorporated herein by reference, with Town Branch Park, Inc. for the Office of the Urban County Council.

Section 2 – That an amount, not to exceed the sum stated, be and hereby is approved for payment or transfer to Town Branch Park, Inc. ($20,306.00) from account #1105-121002-91715, from various Council Districts, pursuant to the terms of the agreement.

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

PASSED URBAN COUNTY COUNCIL: March 20, 2025

Linda Gorton

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0279-25:GET:4913-1183-5434, v. 1

Docusign Envelope ID: BEDC3028-3A9E-4583-9B5D-8EC789E64B2B

AGREEMENT

THIS AGREEMENT, made and entered into on the March 25, 2025 by and between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, an Urban County Government of the Commonwealth of Kentucky, created pursuant to KRS Chapter 67A (Hereinafter "Government"), on behalf of its Office of the Urban County Council, and Town Branch Park Inc. (Hereinafter "Organization"), of 249 E. Main St. Ste. 201, Lexington, KY 40507, Fayette County).

W I T N E S S E T H:

WHEREAS, the Urban County Council may allocate Council Capital Project Funds to any incorporated non-profit organization for any lawful public purpose in the best interest of and for the use and benefit of the community; and

WHEREAS, Organization is a qualified incorporated non-profit organization that has provided outstanding activities for the citizens of Fayette County; and

WHEREAS, Organization accordingly enhances the environment of Lexington; and

WHEREAS, Organization has requested funding for a specific lawful public purpose that is in the best interest of and for the use and benefit of the community.

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

1. **Amount and Intended Use of Council Capital Project Funds**. Government hereby grants Organization the sum of $20,306 (Twenty Thousand Three Hundred Six Dollars and Zero Cents) for the following lawful public purpose:

   [For the purchase and installation of two 3-in-1 water fountains for community use.]

2. **Finalization of Agreement**. Organization shall return this Agreement to the Council Administrator's Office on or before April 26, 2025. If Organization **fails to sign and return this Agreement within thirty (30) days, Organization shall be deemed to have forfeited the Council Capital Project Funds and Organization shall be deemed ineligible to receive Council Capital Project Funds for a period of one (1) year**.

3. **Receipt of Funds**. Upon return of the signed Agreement to the Council Administrator's Office, the Council Administrator or designee shall issue the check to the Organization. The check shall be timely deposited by the Organization within sixty (60) days of receipt. If the Organization **fails to deposit the check within sixty (60) days of receipt, the Organization shall be deemed ineligible to receive Council Capital Project Funds for a period of one (1) year**. Under no circumstances shall a check that the Organization fails to deposit within sixty (60) days of receipt be re-issued by the Government.

4. **Return of Funds.** If Organization is overcompensated for the above-described project, Organization shall return any and all excess funds in the form of a check sent to the sponsoring council member's office, made out to "LFUCG," upon completion of the project.

5. **Required Documentation**. Organization shall submit all relevant receipts and financial documentation to Councilmember Ellinger office, documenting the use of the granted funds for the specified lawful public purpose, within twelve (12) months of receiving the Council

Capital Project Fund check. If Organization **fails to provide the required documentation, the Organization shall be deemed ineligible to receive Council Capital Project Funds for a period of one (1) year.**

6. Organization shall provide equal opportunity in employment for all qualified persons; prohibit discrimination in employment because of race, color, creed, national origin, sex, sexual orientation, gender identity, or age between 40 and 70; promote equal employment through a positive, continuing program of equal employment and cause each of its subcontracting agencies to do so. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.

7. In any written or oral communications, the Organization shall identify the Lexington-Fayette Urban County Government as the source of the above-referenced funds; the Organization shall not specifically identify an individual Councilmember as being responsible for the funds donated by the Lexington-Fayette Urban County Government.

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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: Linda Gorton
Linda Gorton, MAYOR

ATTEST:

Abbye Allan
CLERK OF URBAN COUNTY COUNCIL

By:
Town Branch Park Inc.
Ben Shaffar

4857-1913-5132, v. 4

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0355-22

File ID:	0355-22	**Type:**	Agenda Item	**Status:**	Agenda Ready
Version:	1	**Contract #:**		**In Control:**	Urban County Council Work Session
				File Created:	04/07/2022
File Name:	page break			**Final Action:**	

Title:

Notes:

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

History of Legislative File

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

Text of Legislative File 0355-22

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0245-25

File ID:	0245-25	**Type:**	Resolution	**Status:**	Approved
Version:	1	**Contract #:**	068-2025	**In Control:**	Urban County Council
				File Created:	03/04/2025
File Name:	Reassignment of Agreement R-430-2021			**Final Action:**	03/20/2025

Title: A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute the Engineering Services Agreement with UES Professional Solutions 25, LLC, to allow the entity to assume the price contract with Geotechnology, Inc. (previously authorized by Resolution No. 430-2021), at no additional cost to the Urban County Government. [Div. of Water Quality, Martin]

Notes: SAF in the MO/CCO. Returned the copy to Jody Scrivner via IOM 3/26/2025. MS

Sponsors:		**Enactment Date:**	03/20/2025
Attachments:	Blue Sheet Memo, ESA - UES, RESO 0245-25-Reassignment of Agreement 4905-5707-8059 v.1.docx, R-124-2025, Contract #068-2025, Contract #068-2025 (2)	**Enactment Number:**	R-124-2025
Deed #:		**Hearing Date:**	
Drafter:	Christina King/ Robert Peterson	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	03/18/2025	Approved and Referred to Docket	Urban County Council	03/20/2025		Pass
1	Urban County Council	03/20/2025	Received First Reading	Urban County Council	03/20/2025		
1	Urban County Council	03/20/2025	Suspended Rules for Second Reading				Pass
1	Urban County Council	03/20/2025	Approved				Pass

Text of Legislative File 0245-25

Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute the Engineering Services Agreement with UES Professional Solutions 25, LLC, to allow the entity to assume the price contract with Geotechnology, Inc.

(previously authorized by Resolution No. 430-2021), at no additional cost to the Urban County Government. [Div. of Water Quality, Martin]

Summary

Authorization to approve the Reassignment of Agreement for R-430-2021 to UES Professional Solutions 25, LLC, which has acquired Geotechnology, Inc. No Budgetary impact. (L0245-25)(Martin/Albright)

Budgetary Implications [select]: No

Advance Document Review:

Law: Yes Evan Thompson 3/3/25

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 H. MARTIN, P.E.
DIRECTOR
WATER QUALITY

TO: Mayor Linda Gorton
Urban County Council

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

DATE: February 27, 2025

SUBJECT: Reassignment of Agreement for R-430-2021 to UES Professional Solutions 25, LLC

Request

The purpose of this memorandum is to request approval of a Reassignment of the Agreement (R-430-2021) for UES Professional Solutions 25, LLC which has acquired Geotechnology, Inc. The price contract is for construction materials sampling, testing & special inspections involving Division of Water Quality capital construction projects.

Why are you requesting?

Geotechnology, Inc has been acquired by UES Professional Solutions 25, LLC.

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

N/A

Are the funds budgeted?

N/A

ENGINEERING SERVICES AGREEMENT

THIS IS AN AGREEMENT made as of_____, 2025, between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the Commonwealth of Kentucky pursuant to KRS Chapter 67A ("**OWNER**") and UES Professional Services 25, LLC with offices located at 858 Contract Street ("**CONSULTANT**"). **OWNER** intends to proceed with the Engineering Services for Lexington, Kentucky 40505 as described in the attached **EXHIBIT A**, BID #31-2021 Construction Materials Sampling, Testing and Special Inspections. The **CONSULTANT** shall perform professional engineering services and deliverables as described in **EXHIBIT A** which include customary master planning, civil, geotechnical, construction materials sampling, testing, and special inspections as related to providing the deliverables specific to this agreement that will assist the **OWNER** in successfully implementing the **PROJECT** and complying with any requirements which are related to the Consent Decree entered in a case styled *United States & Commonwealth of Kentucky* v. *Lexington Fayette Urban County Government,* United States District Court for the Eastern District of Kentucky, Civil Action No. 5:06-cv-386-KSF (the "**CONSENT DECREE**"). The services are hereinafter referred to as the **PROJECT**. **The primary goal of the PROJECT is to provide the OWNER with the technical support necessary to successfully meet the Remedial Measure Plan (RMP) obligations and deadlines of the CONSENT DECREE. OWNER** and **CONSULTANT** in consideration of their mutual covenants herein agree in respect of the performance of professional engineering services by **CONSULTANT** and the payment for those services by **OWNER** as set forth below.

CONSULTANT shall provide professional consulting services for **OWNER** in all phases of the **PROJECT** to which this Agreement applies, serve as **OWNER'S** professional engineering representative for the **PROJECT** as set forth below and shall give professional consultation and advice to **OWNER** during the performance of services hereunder. **There will be no guarantee of work for any selected firm or firms.**

SECTION 1 - BASIC SERVICES OF CONSULTANT

1.1. General

CONSULTANT shall perform professional services as hereinafter stated that include customary civil, geotechnical, construction materials sampling, testing, and special inspections incidental thereto.

1.2. Incorporated Documents

The following documents are incorporated by reference as part of this Agreement:

1. The **CONSENT DECREE**, as may be amended, including all appendices.
2. **EXHIBIT A** – BID #31-2021 Construction Materials, Testing and Special Inspections (Including Appendices ____ and Addendums).
3. **EXHIBIT B** – Certificate of Insurance
4. **EXHIBIT C** – Proposal of Engineering Services and Related Matters (the **CONSULTANT**'s response to BID #31-2021).

5. **EXHIBIT D** – Further Description of Basic Engineering Services and Related Matters (executed Task Order).

To the extent of any conflict among the provisions of these documents and/or this Agreement, the provisions of this Agreement shall control, followed by the provisions of **EXHIBIT A**, then **EXHIBIT D, and then EXHIBIT C.**

1.3 Project Phase

A complete description of the duties and responsibilities of the **CONSULTANT** are as indicated in **EXHIBIT A**, BID #31-2021 Construction Materials Sampling, Testing, and Special Inspections **EXHIBIT C** Proposal of Engineering Services and Related Matters, and **Exhibit D** Further Description of Basic Engineering Services and Related Matters. After written authorization to proceed from the **OWNER, CONSULTANT** shall:

1.3.1. Notify the **OWNER** in writing of its authorized representative who shall act as Project Engineer and liaison representative between the **CONSULTANT** and the **OWNER. OWNER** has the right to approve the Project Engineer, or any change thereto, which approval shall not be unreasonably withheld.

1.3.2. The **CONSULTANT** **must perform all duties necessary to fully complete the deliverables as further described in attached EXHIBIT A, BID** #31-2021 Construction Materials Sampling, Testing, and Special Inspections attached **EXHIBIT C,** Proposal of Engineering Services and Related Matters, and attached **EXHIBIT D** Further Description of Basic Engineering Services and Related Matters **unless otherwise agreed to in writing by the parties.**

1.3.3 The **CONSULTANT** shall provide written documentation of all meetings and be responsible for incorporating all comments and changes resulting therefrom in final work product.

1.3.4. The **CONSULTANT** shall submit five (5) copies (hardcover) of all initial draft final work products for this **PROJECT** unless otherwise described in Exhibit A. The copies of the initial draft final reports are submitted for review and comment by the **OWNER,** and should be presented in person to the **OWNER.**

1.3.5. After the **OWNER'S** detailed review, the **CONSULTANT** will revise the initial draft final for all work products for this **PROJECT,** and the **CONSULTANT** shall submit five (5) copies (hardcover) unless otherwise described in Exhibit A. One electronic copy of the all work products for this **PROJECT,** including all appendices, shall be provided and prepared in such a manner that it can readily be converted to a quick-link accessible form for the **OWNER'S** Website. The **OWNER** shall have ten (10) business days within which to accept or deny each such final draft. If is denied, the **OWNER** shall provide a detailed explanation in writing for the basis of such denial. Once the OWNER accepts the draft as final, a total of ten (10) final copies (hardcover) are required in addition to an electronic copy unless otherwise described in Exhibit A.

1.3.6 Immediately notify **OWNER** of any delay in the delivery of a work product or deliverable, regardless of cause. Give written notice to **OWNER** within five (5) business days whenever **CONSULTANT** observes or otherwise becomes aware of

any development that affects the scope or timing of **CONSULTANT'S** services, or any defect in the work of Contractor(s).

SECTION 2 - EXTRA WORK BY CONSULTANT

2.1. The **OWNER** may desire to have the **CONSULTANT** perform work or render services in connection with this **PROJECT** other than provided by the expressed intent of this Agreement. Such work shall be considered as Extra Work and NOT subject to a change order, setting forth the character and scope thereof and the compensation therefore. Should the **OWNER** find it desirable to have previously satisfactorily completed and accepted plans or parts thereof revised, the **CONSULTANT** shall make such revisions as directed, in writing, by the **OWNER**. This work shall be considered as Extra Work and shall be paid as such.

2.2. All Extra Work is subject to prior written authorization of **OWNER** and necessary appropriations made by the Urban County Council.

SECTION 3 - OWNER'S RESPONSIBILITIES

OWNER shall:

3.1. Provide criteria and information as to **OWNER'S** requirements for the **PROJECT**, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations.

3.2. Assist **CONSULTANT** by placing at his disposal available information pertinent to the Project.

3.3. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by **CONSULTANT**, and provide written approval or disapproval thereof within a reasonable time so as not to delay the services of **CONSULTANT**.

3.4. Designate in writing a person to act as **OWNER'S** representative agent with respect to the services to be rendered under this Agreement (see Section 8.1.1.). Such person shall have complete authority to transmit instructions, receive information, interpret, and define **OWNER'S** policies and decisions with respect to materials, equipment, elements, and systems pertinent to **CONSULTANT'S** services.

3.5. Give written notice to **CONSULTANT** whenever **OWNER** observes or otherwise becomes aware of any development that affects the scope or timing of **CONSULTANT'S** services, or any defect in the work of **CONSULTANT**.

3.6. Furnish or direct **CONSULTANT** to provide, Extra Work as stipulated in Section Two (2) of this Agreement or other services as required.

SECTION 4 - PERIOD OF SERVICES

4.1. Time is of the essence in the performance of this Agreement. **CONSULTANT** is aware that the **OWNER** is subject to penalties for non-compliance with the **CONSENT DECREE** deadlines. See attached **EXHIBIT A** for the overall current project schedule.

4.2. The provisions of this Section Four (4) and the various rates of compensation for **CONSULTANT'S** services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the **PROJECT** through completion.

4.3. If a delay results from the acts of **OWNER** or another entity that is required to permit or approve the work or services, an extension of time for such delay will be considered by **OWNER**.

4.3.1. If the above type of delay occurs and **CONSULTANT** wants an extension of time, it must, within ten (10) days from the date of the delay, apply in writing to **OWNER** for an extension of time for a reasonable period, which must be agreed upon by **OWNER**.

4.3.2. If the extension of time is approved by **OWNER**, the **PROJECT** schedule/Final Task Order shall be revised to reflect the extension. Such extension of time to the completion date shall in no way be construed to operate as a waiver on the part of **OWNER** of any of its other rights in the Agreement.

4.3.3. If the above type of delay would prevent complete performance of the **PROJECT**/Final Task Order within sixty (60) days of the time specified therein, **OWNER** shall have the option of cancelling the **PROJECT**/Final Task Order or otherwise adjusting the scope of the services or work.

4.3.4. If the parties cannot mutually agree to an extension of time or an adjustment, Section 6.5 under "DISPUTES" of this Agreement shall apply.

4.4. If delays result solely by reason of acts of the **CONSULTANT**, the **CONSULTANT** shall be held liable for any financial penalties incurred by the **OWNER** as a result of the delay, **including but not limited to those assessed pursuant to the CONSENT DECREE**. Section 6.5 of this Agreement (**Disputes**), shall apply in the event the parties cannot mutually agree upon the cause(s) associated with delays in completing project deliverables. The **CONSULTANT** must immediately notify the **OWNER** in the event of such delay, and provide the **OWNER** a written action plan within five (5) business days on how it will attempt to resolve the delay.

SECTION 5 - PAYMENTS TO CONSULTANT

5.1. Methods of Payment for Services of CONSULTANT.

5.1.1. For Basic Services

OWNER shall issue individual task orders for each work assignment performed under this Agreement by **CONSULTANT** or its sub-consultant/s. Each task order shall contain scope of work, fee, and schedule for performance of the work. Individual task orders shall be of the form included in **EXHIBIT D**.

5.1.1.a Fee payable to **CONSULTANT** under individual task order shall be developed using hourly rates included in **EXHIBIT D** or as amended in accordance with provisions therein.

5.1.1.b Terms of payment to **CONSULTANT** shall be specified in each task order. For assignments with defined scope, lump sum task orders shall be issued. Otherwise, task orders shall include time and materials payment terms.

5.1.1.c Each task order issued shall receive prior written approval of **OWNER** prior to **CONSULTANT** proceeding with said

work. The **OWNER's** designated agent in Section 8.1.1. shall be the only person authorized to provide such approval.

5.1.2. For Extra Work

Extra Work shall be paid for by the **OWNER** on the basis of a fixed fee, the amount of which shall be determined by negotiation. The **OWNER** shall have the right to negotiate alternate methods of payment for Extra Work if the **OWNER** determines that the fixed fee basis is not feasible. In the event the **OWNER** and the **CONSULTANT** are unable to agree upon the amount of payment for Extra Work, then the amount of such payment shall be determined pursuant to Section 6.5 (**Disputes**).

5.2. Times of Payment

5.2.1 **CONSULTANT** shall submit to **OWNER** detailed monthly statements for Basic Services and Extra Work rendered. The Statements will be based upon **CONSULTANT'S** estimate of the proportion of the total services actually completed at the time of billing. **OWNER** shall respond to **CONSULTANT'S** monthly statements within thirty (30) days, either denying payment or making payment.

5.3. Other Provisions Concerning Payments

5.3.1. In the event the Agreement is terminated by the **OWNER** without fault on the part of the **CONSULTANT**, the **CONSULTANT** shall be paid for the work performed or services rendered for which it has not already been paid in an amount bearing the same ratio to the total Agreement fee as the amount of work completed or partially completed and delivered to the **OWNER** is to the total amount of work provided for herein, as determined by mutual agreement between the **OWNER** and the **CONSULTANT**.

5.3.2. In the event the services of the **CONSULTANT** are terminated by the **OWNER** for fault on the part of the **CONSULTANT**, the **CONSULTANT** shall be paid reasonable value of the work performed or services rendered and delivered for which it has not already been paid, and the amount to be paid shall be determined by the **OWNER**.

SECTION 6 - GENERAL CONSIDERATIONS

6.1. Termination

6.1.1. **CONSULTANT may only terminate this Agreement** due to **OWNER'S** material breach of the terms hereof which breach causes **CONSULTANT** to be unable to perform its duties and responsibilities under this Agreement and upon forty-five (45) days written advance notice to **OWNER**.

6.1.2. The **OWNER** may terminate this Agreement for cause upon seven (7) business days written advance notice to the **CONSULTANT**. The **OWNER** reserves the right to

terminate the Agreement for any reason whatsoever, with or without cause, at any time upon thirty (30) days written advance notice to the **CONSULTANT**.

6.2. Ownership and Reuse of Documents

All documents, including raw data, reports, drawings and specifications, prepared by the **CONSULTANT** pursuant to this Agreement shall be delivered to and become the property of the **OWNER**. The **OWNER** shall have the right to reuse same without restriction or limitation, but without liability or legal exposure to **CONSULTANT**.

6.3. Legal Responsibilities and Legal Relations

6.3.1. The **CONSULTANT** shall familiarize itself with and shall at all times comply with the **CONSENT DECREE** and all federal, state, and local laws, ordinances, and regulations that in any manner affect the services of this Agreement.

6.3.2. In performing the services hereunder, the **CONSULTANT** and its consultants, employees, agents and representatives shall not be deemed or construed to be employees of **OWNER** in any manner whatsoever. Except as otherwise provided in this Agreement, the **CONSULTANT** shall be acting as an independent contractor. The **CONSULTANT** shall not hold itself out as, nor claim to be, an officer or employee of **OWNER** by reason hereof and shall not make any claim, demand or application to or for any right or privilege applicable to an officer or employee of **OWNER**. The **CONSULTANT** shall be solely responsible for any claims for wages or compensation by **CONSULTANT'S** employees, agents and representatives, including consultants, and shall save and hold **OWNER** harmless therefrom.

6.3.3. The parties hereto agree that causes of actions between the parties shall be governed by applicable provisions of the Kentucky Revised Statues, and that venue of any legal action shall be a court of appropriate jurisdiction in Fayette County, Kentucky. The parties further agree that Kentucky law shall apply with respect to the interpretation of any provision of this Agreement.

6.4. Successors and Assigns

6.4.1. **CONSULTANT** binds itself and its partners, successors, assigns and legal representatives to this Agreement. **CONSULTANT** shall not assign any interest in this Agreement without prior written consent of **OWNER. OWNER'S** consent shall not relieve the **CONSULTANT** of any responsibility for compliance with the provisions of this Agreement.

6.4.2. **In no event shall** the **CONSULTANT** subcontract more than fifty percent (50%) of the work, based upon dollar value of the work.

6.4.3. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than **OWNER** and **CONSULTANT**.

6.5. Disputes

Except as otherwise provided in this Agreement, any dispute hereunder may be resolved by agreement of the **OWNER'S** Agent (Section 8.1.1) and the **CONSULTANT.** In the absence of such an

agreement, the dispute shall be submitted to the **OWNER'S** Commissioner, Department of Environmental Quality, whose decision shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith. Pending a final decision of a dispute hereunder, the **CONSULTANT** shall proceed diligently with the performance of the Agreement in accordance with the directions of the **OWNER.**

6.6. Accuracy of Consultant's Work

CONSULTANT shall be required to perform this Agreement in accordance with the degree of ordinary and reasonable skill and care usually exercised by professional engineers prevailing at the time, place and under similar conditions as the services hereunder are rendered. **CONSULTANT** shall be responsible for the accuracy of all work, even though raw data, reports, Drawings and Specifications have been accepted by **OWNER**, and it shall make any necessary revisions or corrections resulting from its errors and/or omissions for no additional compensation. By submission of reports, soils and subsurface information, quantities estimates, calculations and Drawings and Specifications to **OWNER, CONSULTANT** has made an incontrovertible representation that the information is accurate within the appropriate standard of skill and care. Failure on the part of **CONSULTANT** to provide the expected level of accuracy may be grounds for **OWNER** to terminate this Agreement

6.7. Security Clause

The **CONSULTANT** certifies that he shall not at any time release or divulge any information concerning the services covered by this Agreement to any person or any public or private organization without prior approval of the **OWNER** unless otherwise required by law

6.8. Access to Records

The **CONSULTANT** and its sub-consultants shall maintain all books, documents, papers, and accounting records, and make such materials available at their respective offices at all reasonable times during the Agreement period and for three (3) years from the date of final payment under the Agreement for inspection by the **OWNER**, and copies thereof shall be furnished if requested. Failure to maintain such records for three (3) years after the date of final payment may be grounds for the **OWNER** to disqualify the **CONSULTANT** from consideration for future consultant engineering Agreements.

6.9. Risk Management Provisions, Insurance and Indemnification

6.9.1. DEFINITIONS

The **CONSULTANT** understands and agrees that the Risk Management Provisions of this Agreement define the responsibilities of the **CONSULTANT** to the **OWNER.**

As used in these Risk Management Provisions, the terms "**CONSULTANT**" and "**OWNER**" shall be defined as follows:

a. **CONSULTANT** means the consultant and its employees, agents, servants, owners, principals, licensees, assigns and subcontractors of any tier.

b. **OWNER** means the Lexington-Fayette Urban County Government and its elected and appointed officials, employees, agents, boards, assigns, volunteers, and successors in interest.

6.9.2. INDEMNIFICATION AND HOLD HARMLESS PROVISION

CONSULTANT shall defend, indemnify, and hold harmless OWNER from and against all liability, claims, losses, actions, costs, expenses, obligations, fines, and assessments of whatever kind, including defense costs and reasonable attorney's fees, that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, from or by CONSULTANT'S (or subcontractors or subconsultants of any tier) performance or breach of the Agreement provided that such claim, damage, loss or expense is attributable to personal injury, bodily injury, sickness, or death, or to injury to or destruction of property, including the loss of use resulting therefrom; or to or from negligent acts, errors or omissions or willful misconduct; provided however, that CONSULTANT shall not be required to indemnify for damages caused solely by the negligent act or omission or willful misconduct of OWNER. Notwithstanding, the foregoing, with respect to any professional services performed by CONSULTANT hereunder (and to the fullest extent permitted by law), CONSULTANT shall indemnify, save, hold harmless and defend OWNER from and against any and all liability, damages and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees, for any damage due to death or injury to any person or injury to any property (including the loss of use resulting therefrom) to the extent arising out of, pertaining to or relating to the negligence, recklessness or willful misconduct of CONSULTANT in the performance of this agreement. In the event OWNER is alleged to be liable based upon the above, CONSULTANT shall defend such allegations and shall bear all costs, fees and expenses of such defense, including but not limited to, all reasonable attorneys' fees and expenses, court costs, and expert witness fees and expenses, using attorneys approved in writing by OWNER, which approval shall not be unreasonably withheld. This Indemnification and Hold Harmless Provision shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this Agreement.

6.9.3. DAMAGES RELATED TO NONPERFORMANCE OR DELAY BY CONSULTANT

In the event that **CONSULTANT**'S delay or other nonperformance of its obligations hereunder results in the imposition of penalties against the **OWNER** pursuant to the **CONSENT DECREE**, or the **OWNER** otherwise suffers damage as a result of such

delay or nonperformance, **CONSULTANT** shall be solely liable to **OWNER** for any and all such damages, including any costs and attorney's fees.

6.9.4. FINANCIAL RESPONSIBILITY

The **CONSULTANT** understands and agrees that the **CONSULTANT** shall, prior to final acceptance of the **CONSULTANT'S** proposal and the commencement of any work; demonstrate the ability to assure compliance with the Indemnity Agreement and other provisions of this Agreement.

6.9.5. INSURANCE REQUIREMENTS

6.9.5.1. Required Insurance Coverage

CONSULTANT shall procure and maintain for the duration of this Agreement the following or equivalent insurance policies at no less than the limits shown below and cause its subcontractors to maintain similar insurance with limits acceptable to OWNER in order to protect OWNER against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by CONSULTANT. The cost of such insurance shall be included in any proposal:

Coverage	**Limits**
General Liability (Insurance Services Office Form CG 00 01)	$1 million per occurrence, $2 million aggregate or $2 million combined single limit
Commercial Automobile Liability (Insurance Services Office Form CA 0001)	combined single, $1 million per occurrence
Professional Liability	$1 million per occurrence, $2 million aggregate
Worker's Compensation	Statutory
Employer's Liability	$500,000.00

The policies above shall contain the following conditions:

a. OWNER shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy.

b. The General Liability Policy shall be primary to any insurance or self-insurance retained by OWNER.

c. The General Liability Policy shall include a Pollution Liability endorsement and/or Environmental Casualty coverage unless it is deemed not to apply by OWNER.

d. The General Liability Policy shall have a Professional Liability endorsement (including Errors and Omissions), which shall include Business interruption coverage and this policy or endorsement shall include Environmental Casualty coverage for any services performed pursuant to the contract, and/or a separate Professional Liability Policy shall be obtained unless it is deemed not to apply by OWNER. (OWNER does not need to be named as additional insured).

e. OWNER shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.

f. The Professional Liability policy shall be maintained for a minimum of three years beyond the completion date of the project, to the extent commercially available. If not commercially available, CONSULTANT shall notify OWNER and obtain similar insurance that is commercially available and acceptable to OWNER.

g. Said coverage shall be written by insurers acceptable to OWNER and shall be in a form acceptable to OWNER. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

6.9.5.2. Renewals

After insurance has been approved by OWNER, evidence of renewal of an expiring policy must be submitted to OWNER, and may be submitted on a manually signed renewal endorsement form. If the policy or carrier has changed, however, new evidence of coverage must be submitted in accordance with these Insurance Requirements.

6.9.5.3. Right to Review, Audit and Inspect

CONSULTANT understands and agrees that OWNER may review, audit and inspect any and all of CONSULTANT'S records and operations to insure compliance with these Insurance Requirements.

6.9.6. SAFETY AND LOSS CONTROL

CONSULTANT understands and agrees that **OWNER** is in no way responsible for the safety and property of **CONSULTANT** or its personnel. **CONSULTANT** shall comply with all applicable federal, state, and local safety standards related to the performance of its work or services under this Agreement and take reasonably necessary action to protect the life, health and safety and property of its personnel, the public, and **OWNER** in the locations and areas in which **CONSULTANT** is performing services under the Agreement.

6.9.7. DEFINITION OF DEFAULT

CONSULTANT understands and agrees that the failure to comply with any of these insurance, safety, or loss control provisions shall constitute default under this Agreement. **CONSULTANT** also agrees that **OWNER** may elect as its option any single remedy or penalty or any combination of remedies and penalties, as available, including but not limited to purchasing insurance and charging **CONSULTANT** for any such insurance premiums purchased, or suspending or terminating this Agreement.

SECTION 7 - EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Agreement, the **CONSULTANT** agrees as follows:

7.1. The **CONSULTANT** will not discriminate against any employee or application for employment because of race, color, religion, national origin, sex, age, or handicap. The **CONSULTANT** will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, national origin, sex, age, or handicap. 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 compensation; and selection for training, including apprenticeships. The **CONSULTANT** agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.

7.2. The **CONSULTANT** will, in all solicitations or advertisements for employees placed by or on behalf of the **CONSULTANT**, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, sex, age (between forty and seventy), or handicap.

SECTION 8 - SPECIAL PROVISIONS, EXHIBITS, AND SCHEDULES

8.1. This Agreement is subject to the following provisions.

8.1.1. Pursuant to subparagraph 3.4 of this Agreement, **OWNER** has assigned Charles H. Martin, P.E., Director of the Division of Water Quality (the "**OWNER'S** Agent"), as the authorized agent of **OWNER**, to monitor, direct and review the performance of work of the **CONSULTANT**. Documents, data, reports, and all matters associated with carrying out this Agreement shall be addressed to the **OWNER'S** Agent or his designee. Questions by the **CONSULTANT** regarding interpretations of the terms, provisions and requirements under this Agreement shall be addressed to the **OWNER'S** Agent or his designee. The **CONSULTANT** shall look only to the **OWNER'S** Agent or his designee for direction in its performance under this Agreement; no other direction shall be binding upon **OWNER**. **OWNER** shall respond to written requests by **CONSULTANT** within thirty (30) days.

8.2. This Agreement, together with the Incorporated Documents (Section 1.2) constitutes the entire Agreement between **OWNER** and **CONSULTANT** and supersedes all prior written or oral understandings. This Agreement and **EXHIBITS A, B, C and D** and any related

schedules or documents may only be amended, supplemented, modified or canceled by a duly executed written instrument.

8.3. **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 **OWNER** or **CONSULTANT.**

8.4 **UNENFORCEABLE TERMS/SURVIVABILITY.** If any term or provision of this Agreement shall be found to be illegal or unenforceable, this Agreement shall remain in full force and such term or provision shall be deemed stricken. The provisions of Section 6 of this Agreement shall survive its termination.

8.5. **NON-WAIVER.** The failure of either party to enforce any right reserved to it in this Agreement shall not be a waiver of any such right to which the party is entitled.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

OWNER:
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

BY: _____
LINDA GORTON, MAYOR

ATTEST:

_____
URBAN COUNTY COUNCIL CLERK)
COMMONWEALTH OF KENTUCKY)
COUNTY OF FAYETTE)

CONSULTANT:
UES Professional Services 25, LLC

BY: _____

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 _____, 2025.

My commission expires: _____.

_____
NOTARY PUBLIC

RESOLUTION NO. _____ - 2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE THE ENGINEERING SERVICES AGREEMENT WITH UES PROFESSIONAL SOLUTIONS 25, LLC, TO ALLOW THE ENTITY TO ASSUME THE PRICE CONTRACT WITH GEOTECHNOLOGY, INC. (PREVIOUSLY AUTHORIZED BY RESOLUTION NO. 430-2021), AT NO ADDITIONAL COST TO THE URBAN COUNTY GOVERNMENT.

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to the Engineering Services Agreement, which is attached hereto and incorporated herein by reference, with UES Professional Solutions 25, LLC, to allow the entity to assume the price contract with Geotechnology, Inc. (previously authorized by Resolution No. 430-2021) which it acquired, at no additional cost to the Urban County Government.

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

PASSED URBAN COUNTY COUNCIL:

_____
MAYOR

ATTEST:

_____
CLERK OF URBAN COUNTY COUNCIL
0245-25:EPT_4905-5707-8059, v. 1

RESOLUTION NO. 124 - 2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE THE ENGINEERING SERVICES AGREEMENT WITH UES PROFESSIONAL SOLUTIONS 25, LLC, TO ALLOW THE ENTITY TO ASSUME THE PRICE CONTRACT WITH GEOTECHNOLOGY, INC. (PREVIOUSLY AUTHORIZED BY RESOLUTION NO. 430-2021), AT NO ADDITIONAL COST TO THE URBAN COUNTY GOVERNMENT.

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to the Engineering Services Agreement, which is attached hereto and incorporated herein by reference, with UES Professional Solutions 25, LLC, to allow the entity to assume the price contract with Geotechnology, Inc. (previously authorized by Resolution No. 430-2021) which it acquired, at no additional cost to the Urban County Government.

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

PASSED URBAN COUNTY COUNCIL: March 20, 2025

Linda Gorton
MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0245-25:EPT_4905-5707-8059, v. 1

ENGINEERING SERVICES AGREEMENT

THIS IS AN AGREEMENT made as of March 23, 2025, between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the Commonwealth of Kentucky pursuant to KRS Chapter 67A ("**OWNER**") and UES Professional Services 25, LLC with offices located at 858 Contract Street ("**CONSULTANT**"). **OWNER** intends to proceed with the Engineering Services for Lexington, Kentucky 40505 as described in the attached **EXHIBIT A**, BID #31-2021 Construction Materials Sampling, Testing and Special Inspections. The **CONSULTANT** shall perform professional engineering services and deliverables as described in **EXHIBIT A** which include customary master planning, civil, geotechnical, construction materials sampling, testing, and special inspections as related to providing the deliverables specific to this agreement–that will assist the **OWNER** in successfully implementing the **PROJECT** and complying with any requirements which are related to the Consent Decree entered in a case styled *United States & Commonwealth of Kentucky* v. *Lexington Fayette Urban County Government,* United States District Court for the Eastern District of Kentucky, Civil Action No. 5:06-cv-386-KSF (the "**CONSENT DECREE**"). The services are hereinafter referred to as the **PROJECT. The primary goal of the PROJECT is to provide the OWNER with the technical support necessary to successfully meet the Remedial Measure Plan (RMP) obligations and deadlines of the CONSENT DECREE. OWNER** and **CONSULTANT** in consideration of their mutual covenants herein agree in respect of the performance of professional engineering services by **CONSULTANT** and the payment for those services by **OWNER** as set forth below.

CONSULTANT shall provide professional consulting services for **OWNER** in all phases of the **PROJECT** to which this Agreement applies, serve as **OWNER'S** professional engineering representative for the **PROJECT** as set forth below and shall give professional consultation and advice to **OWNER** during the performance of services hereunder. **There will be no guarantee of work for any selected firm or firms.**

SECTION 1 - BASIC SERVICES OF CONSULTANT

1.1. General

CONSULTANT shall perform professional services as hereinafter stated that include customary civil, geotechnical, construction materials sampling, testing, and special inspections incidental thereto.

1.2. Incorporated Documents

The following documents are incorporated by reference as part of this Agreement:

1. The **CONSENT DECREE**, as may be amended, including all appendices.
2. **EXHIBIT A** – BID #31-2021 Construction Materials, Testing and Special Inspections (Including Appendices ____ and Addendums).
3. **EXHIBIT B** – Certificate of Insurance
4. **EXHIBIT C** – Proposal of Engineering Services and Related Matters (the **CONSULTANT**'s response to BID #31-2021).

5. **EXHIBIT D** – Further Description of Basic Engineering Services and Related Matters (executed Task Order).

To the extent of any conflict among the provisions of these documents and/or this Agreement, the provisions of this Agreement shall control, followed by the provisions of **EXHIBIT A**, then **EXHIBIT D, and then EXHIBIT C**.

1.3 Project Phase

A complete description of the duties and responsibilities of the **CONSULTANT** are as indicated in **EXHIBIT A**, BID #31-2021 Construction Materials Sampling, Testing, and Special Inspections **EXHIBIT C** Proposal of Engineering Services and Related Matters, and **Exhibit D** Further Description of Basic Engineering Services and Related Matters. After written authorization to proceed from the **OWNER, CONSULTANT** shall:

1.3.1. Notify the **OWNER** in writing of its authorized representative who shall act as Project Engineer and liaison representative between the **CONSULTANT** and the **OWNER**. **OWNER** has the right to approve the Project Engineer, or any change thereto, which approval shall not be unreasonably withheld.

1.3.2. The **CONSULTANT** **must perform all duties** **necessary to fully complete the deliverables as further described in attached EXHIBIT A, BID** #31-2021 Construction Materials Sampling, Testing, and Special Inspections attached **EXHIBIT C,** Proposal of Engineering Services and Related Matters, and attached **EXHIBIT D** Further Description of Basic Engineering Services and Related Matters **unless otherwise agreed to in writing by the parties.**

1.3.3 The **CONSULTANT** shall provide written documentation of all meetings and be responsible for incorporating all comments and changes resulting therefrom in final work product.

1.3.4. The **CONSULTANT** shall submit five (5) copies (hardcover) of all initial draft final work products for this **PROJECT** unless otherwise described in Exhibit A. The copies of the initial draft final reports are submitted for review and comment by the **OWNER**, and should be presented in person to the **OWNER**.

1.3.5. After the **OWNER'S** detailed review, the **CONSULTANT** will revise the initial draft final for all work products for this **PROJECT**, and the **CONSULTANT** shall submit five (5) copies (hardcover) unless otherwise described in Exhibit A. One electronic copy of the all work products for this **PROJECT**, including all appendices, shall be provided and prepared in such a manner that it can readily be converted to a quick-link accessible form for the **OWNER'S** Website. The **OWNER** shall have ten (10) business days within which to accept or deny each such final draft. If is denied, the **OWNER** shall provide a detailed explanation in writing for the basis of such denial. Once the OWNER accepts the draft as final, a total of ten (10) final copies (hardcover) are required in addition to an electronic copy unless otherwise described in Exhibit A.

1.3.6 Immediately notify **OWNER** of any delay in the delivery of a work product or deliverable, regardless of cause. Give written notice to **OWNER** within five (5) business days whenever **CONSULTANT** observes or otherwise becomes aware of

77

any development that affects the scope or timing of **CONSULTANT'S** services, or any defect in the work of Contractor(s).

SECTION 2 - EXTRA WORK BY CONSULTANT

2.1. The **OWNER** may desire to have the **CONSULTANT** perform work or render services in connection with this **PROJECT** other than provided by the expressed intent of this Agreement. Such work shall be considered as Extra Work and NOT subject to a change order, setting forth the character and scope thereof and the compensation therefore. Should the **OWNER** find it desirable to have previously satisfactorily completed and accepted plans or parts thereof revised, the **CONSULTANT** shall make such revisions as directed, in writing, by the **OWNER**. This work shall be considered as Extra Work and shall be paid as such.

2.2. All Extra Work is subject to prior written authorization of **OWNER** and necessary appropriations made by the Urban County Council.

SECTION 3 - OWNER'S RESPONSIBILITIES

OWNER shall:

3.1. Provide criteria and information as to **OWNER'S** requirements for the **PROJECT**, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations.

3.2. Assist **CONSULTANT** by placing at his disposal available information pertinent to the Project.

3.3. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by **CONSULTANT**, and provide written approval or disapproval thereof within a reasonable time so as not to delay the services of **CONSULTANT**.

3.4. Designate in writing a person to act as **OWNER'S** representative agent with respect to the services to be rendered under this Agreement (see Section 8.1.1.). Such person shall have complete authority to transmit instructions, receive information, interpret, and define **OWNER'S** policies and decisions with respect to materials, equipment, elements, and systems pertinent to **CONSULTANT'S** services.

3.5. Give written notice to **CONSULTANT** whenever **OWNER** observes or otherwise becomes aware of any development that affects the scope or timing of **CONSULTANT'S** services, or any defect in the work of **CONSULTANT**.

3.6. Furnish or direct **CONSULTANT** to provide, Extra Work as stipulated in Section Two (2) of this Agreement or other services as required.

SECTION 4 - PERIOD OF SERVICES

4.1. Time is of the essence in the performance of this Agreement. **CONSULTANT** is aware that the **OWNER** is subject to penalties for non-compliance with the **CONSENT DECREE** deadlines. See attached **EXHIBIT A** for the overall current project schedule.

4.2. The provisions of this Section Four (4) and the various rates of compensation for **CONSULTANT'S** services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the **PROJECT** through completion.

4.3. If a delay results from the acts of **OWNER** or another entity that is required to permit or approve the work or services, an extension of time for such delay will be considered by **OWNER**.

4.3.1. If the above type of delay occurs and **CONSULTANT** wants an extension of time, it must, within ten (10) days from the date of the delay, apply in writing to **OWNER** for an extension of time for a reasonable period, which must be agreed upon by **OWNER**.

4.3.2. If the extension of time is approved by **OWNER**, the **PROJECT** schedule/Final Task Order shall be revised to reflect the extension. Such extension of time to the completion date shall in no way be construed to operate as a waiver on the part of **OWNER** of any of its other rights in the Agreement.

4.3.3. If the above type of delay would prevent complete performance of the **PROJECT**/Final Task Order within sixty (60) days of the time specified therein, **OWNER** shall have the option of cancelling the **PROJECT**/Final Task Order or otherwise adjusting the scope of the services or work.

4.3.4. If the parties cannot mutually agree to an extension of time or an adjustment, Section 6.5 under "DISPUTES" of this Agreement shall apply.

4.4. If delays result solely by reason of acts of the **CONSULTANT**, the **CONSULTANT** shall be held liable for any financial penalties incurred by the **OWNER** as a result of the delay, **including but not limited to those assessed pursuant to the CONSENT DECREE**. Section 6.5 of this Agreement (**Disputes**), shall apply in the event the parties cannot mutually agree upon the cause(s) associated with delays in completing project deliverables. The **CONSULTANT** must immediately notify the **OWNER** in the event of such delay, and provide the **OWNER** a written action plan within five (5) business days on how it will attempt to resolve the delay.

SECTION 5 - PAYMENTS TO CONSULTANT

5.1. Methods of Payment for Services of CONSULTANT.

5.1.1. For Basic Services

OWNER shall issue individual task orders for each work assignment performed under this Agreement by **CONSULTANT** or its sub-consultant/s. Each task order shall contain scope of work, fee, and schedule for performance of the work. Individual task orders shall be of the form included in **EXHIBIT D**.

5.1.1.a Fee payable to **CONSULTANT** under individual task order shall be developed using hourly rates included in **EXHIBIT D** or as amended in accordance with provisions therein.

5.1.1.b Terms of payment to **CONSULTANT** shall be specified in each task order. For assignments with defined scope, lump sum task orders shall be issued. Otherwise, task orders shall include time and materials payment terms.

5.1.1.c Each task order issued shall receive prior written approval of **OWNER** prior to **CONSULTANT** proceeding with said

work. The **OWNER's** designated agent in Section 8.1.1. shall be the only person authorized to provide such approval.

5.1.2. For Extra Work

Extra Work shall be paid for by the **OWNER** on the basis of a fixed fee, the amount of which shall be determined by negotiation. The **OWNER** shall have the right to negotiate alternate methods of payment for Extra Work if the **OWNER** determines that the fixed fee basis is not feasible. In the event the **OWNER** and the **CONSULTANT** are unable to agree upon the amount of payment for Extra Work, then the amount of such payment shall be determined pursuant to Section 6.5 (**Disputes**).

5.2. Times of Payment

5.2.1 **CONSULTANT** shall submit to **OWNER** detailed monthly statements for Basic Services and Extra Work rendered. The Statements will be based upon **CONSULTANT'S** estimate of the proportion of the total services actually completed at the time of billing. **OWNER** shall respond to **CONSULTANT'S** monthly statements within thirty (30) days, either denying payment or making payment.

5.3. Other Provisions Concerning Payments

5.3.1. In the event the Agreement is terminated by the **OWNER** without fault on the part of the **CONSULTANT**, the **CONSULTANT** shall be paid for the work performed or services rendered for which it has not already been paid in an amount bearing the same ratio to the total Agreement fee as the amount of work completed or partially completed and delivered to the **OWNER** is to the total amount of work provided for herein, as determined by mutual agreement between the **OWNER** and the **CONSULTANT**.

5.3.2. In the event the services of the **CONSULTANT** are terminated by the **OWNER** for fault on the part of the **CONSULTANT**, the **CONSULTANT** shall be paid reasonable value of the work performed or services rendered and delivered for which it has not already been paid, and the amount to be paid shall be determined by the **OWNER**.

SECTION 6 - GENERAL CONSIDERATIONS

6.1. Termination

6.1.1. **CONSULTANT may only terminate this Agreement** due to **OWNER'S** material breach of the terms hereof which breach causes **CONSULTANT** to be unable to perform its duties and responsibilities under this Agreement and upon forty-five (45) days written advance notice to **OWNER**.

6.1.2. The **OWNER** may terminate this Agreement for cause upon seven (7) business days written advance notice to the **CONSULTANT**. The **OWNER** reserves the right to

terminate the Agreement for any reason whatsoever, with or without cause, at any time upon thirty (30) days written advance notice to the **CONSULTANT**.

6.2. Ownership and Reuse of Documents

All documents, including raw data, reports, drawings and specifications, prepared by the **CONSULTANT** pursuant to this Agreement shall be delivered to and become the property of the **OWNER**. The **OWNER** shall have the right to reuse same without restriction or limitation, but without liability or legal exposure to **CONSULTANT**.

6.3. Legal Responsibilities and Legal Relations

6.3.1. The **CONSULTANT** shall familiarize itself with and shall at all times comply with the **CONSENT DECREE** and all federal, state, and local laws, ordinances, and regulations that in any manner affect the services of this Agreement.

6.3.2. In performing the services hereunder, the **CONSULTANT** and its consultants, employees, agents and representatives shall not be deemed or construed to be employees of **OWNER** in any manner whatsoever. Except as otherwise provided in this Agreement, the **CONSULTANT** shall be acting as an independent contractor. The **CONSULTANT** shall not hold itself out as, nor claim to be, an officer or employee of **OWNER** by reason hereof and shall not make any claim, demand or application to or for any right or privilege applicable to an officer or employee of **OWNER**. The **CONSULTANT** shall be solely responsible for any claims for wages or compensation by **CONSULTANT'S** employees, agents and representatives, including consultants, and shall save and hold **OWNER** harmless therefrom.

6.3.3. The parties hereto agree that causes of actions between the parties shall be governed by applicable provisions of the Kentucky Revised Statues, and that venue of any legal action shall be a court of appropriate jurisdiction in Fayette County, Kentucky. The parties further agree that Kentucky law shall apply with respect to the interpretation of any provision of this Agreement.

6.4. Successors and Assigns

6.4.1. **CONSULTANT** binds itself and its partners, successors, assigns and legal representatives to this Agreement. **CONSULTANT** shall not assign any interest in this Agreement without prior written consent of **OWNER. OWNER'S** consent shall not relieve the **CONSULTANT** of any responsibility for compliance with the provisions of this Agreement.

6.4.2. **In no event shall** the **CONSULTANT** subcontract more than fifty percent (50%) of the work, based upon dollar value of the work.

6.4.3. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than **OWNER** and **CONSULTANT**.

6.5. Disputes

Except as otherwise provided in this Agreement, any dispute hereunder may be resolved by agreement of the **OWNER'S** Agent (Section 8.1.1) and the **CONSULTANT.** In the absence of such an

agreement, the dispute shall be submitted to the **OWNER'S** Commissioner, Department of Environmental Quality, whose decision shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith. Pending a final decision of a dispute hereunder, the **CONSULTANT** shall proceed diligently with the performance of the Agreement in accordance with the directions of the **OWNER**.

6.6. Accuracy of Consultant's Work

CONSULTANT shall be required to perform this Agreement in accordance with the degree of ordinary and reasonable skill and care usually exercised by professional engineers prevailing at the time, place and under similar conditions as the services hereunder are rendered. **CONSULTANT** shall be responsible for the accuracy of all work, even though raw data, reports, Drawings and Specifications have been accepted by **OWNER**, and it shall make any necessary revisions or corrections resulting from its errors and/or omissions for no additional compensation. By submission of reports, soils and subsurface information, quantities estimates, calculations and Drawings and Specifications to **OWNER**, **CONSULTANT** has made an incontrovertible representation that the information is accurate within the appropriate standard of skill and care. Failure on the part of **CONSULTANT** to provide the expected level of accuracy may be grounds for **OWNER** to terminate this Agreement

6.7. Security Clause

The **CONSULTANT** certifies that he shall not at any time release or divulge any information concerning the services covered by this Agreement to any person or any public or private organization without prior approval of the **OWNER** unless otherwise required by law

6.8. Access to Records

The **CONSULTANT** and its sub-consultants shall maintain all books, documents, papers, and accounting records, and make such materials available at their respective offices at all reasonable times during the Agreement period and for three (3) years from the date of final payment under the Agreement for inspection by the **OWNER**, and copies thereof shall be furnished if requested. Failure to maintain such records for three (3) years after the date of final payment may be grounds for the **OWNER** to disqualify the **CONSULTANT** from consideration for future consultant engineering Agreements.

6.9. Risk Management Provisions, Insurance and Indemnification

6.9.1. DEFINITIONS

The **CONSULTANT** understands and agrees that the Risk Management Provisions of this Agreement define the responsibilities of the **CONSULTANT** to the **OWNER**.

As used in these Risk Management Provisions, the terms "**CONSULTANT**" and "**OWNER**" shall be defined as follows:

a. **CONSULTANT** means the consultant and its employees, agents, servants, owners, principals, licensees, assigns and subcontractors of any tier.

b. **OWNER** means the Lexington-Fayette Urban County Government and its elected and appointed officials, employees, agents, boards, assigns, volunteers, and successors in interest.

6.9.2. INDEMNIFICATION AND HOLD HARMLESS PROVISION

CONSULTANT shall defend, indemnify, and hold harmless OWNER from and against all liability, claims, losses, actions, costs, expenses, obligations, fines, and assessments of whatever kind, including defense costs and reasonable attorney's fees, that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, from or by CONSULTANT'S (or subcontractors or subconsultants of any tier) performance or breach of the Agreement provided that such claim, damage, loss or expense is attributable to personal injury, bodily injury, sickness, or death, or to injury to or destruction of property, including the loss of use resulting therefrom; or to or from negligent acts, errors or omissions or willful misconduct; provided however, that CONSULTANT shall not be required to indemnify for damages caused solely by the negligent act or omission or willful misconduct of OWNER. Notwithstanding, the foregoing, with respect to any professional services performed by CONSULTANT hereunder (and to the fullest extent permitted by law), CONSULTANT shall indemnify, save, hold harmless and defend OWNER from and against any and all liability, damages and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees, for any damage due to death or injury to any person or injury to any property (including the loss of use resulting therefrom) to the extent arising out of, pertaining to or relating to the negligence, recklessness or willful misconduct of CONSULTANT in the performance of this agreement. In the event OWNER is alleged to be liable based upon the above, CONSULTANT shall defend such allegations and shall bear all costs, fees and expenses of such defense, including but not limited to, all reasonable attorneys' fees and expenses, court costs, and expert witness fees and expenses, using attorneys approved in writing by OWNER, which approval shall not be unreasonably withheld. This Indemnification and Hold Harmless Provision shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this Agreement.

6.9.3. DAMAGES RELATED TO NONPERFORMANCE OR DELAY BY CONSULTANT

In the event that **CONSULTANT**'S delay or other nonperformance of its obligations hereunder results in the imposition of penalties against the **OWNER** pursuant to the **CONSENT DECREE**, or the **OWNER** otherwise suffers damage as a result of such

delay or nonperformance, **CONSULTANT** shall be solely liable to **OWNER** for any and all such damages, including any costs and attorney's fees.

6.9.4. FINANCIAL RESPONSIBILITY

The **CONSULTANT** understands and agrees that the **CONSULTANT** shall, prior to final acceptance of the **CONSULTANT'S** proposal and the commencement of any work; demonstrate the ability to assure compliance with the Indemnity Agreement and other provisions of this Agreement.

6.9.5. INSURANCE REQUIREMENTS

6.9.5.1. Required Insurance Coverage

CONSULTANT shall procure and maintain for the duration of this Agreement the following or equivalent insurance policies at no less than the limits shown below and cause its subcontractors to maintain similar insurance with limits acceptable to OWNER in order to protect OWNER against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by CONSULTANT. The cost of such insurance shall be included in any proposal:

Coverage	Limits
General Liability (Insurance Services Office Form CG 00 01)	$1 million per occurrence, $2 million aggregate or $2 million combined single limit
Commercial Automobile Liability (Insurance Services Office Form CA 0001)	combined single, $1 million per occurrence
Professional Liability	$1 million per occurrence, $2 million aggregate
Worker's Compensation	Statutory
Employer's Liability	$500,000.00

The policies above shall contain the following conditions:

a. OWNER shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy.

b. The General Liability Policy shall be primary to any insurance or self-insurance retained by OWNER.

c. The General Liability Policy shall include a Pollution Liability endorsement and/or Environmental Casualty coverage unless it is deemed not to apply by OWNER.

d. The General Liability Policy shall have a Professional Liability endorsement (including Errors and Omissions), which shall include Business interruption coverage and this policy or endorsement shall include Environmental Casualty coverage for any services performed pursuant to the contract, and/or a separate Professional Liability Policy shall be obtained unless it is deemed not to apply by OWNER. (OWNER does not need to be named as additional insured).

e. OWNER shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.

f. The Professional Liability policy shall be maintained for a minimum of three years beyond the completion date of the project, to the extent commercially available. If not commercially available, CONSULTANT shall notify OWNER and obtain similar insurance that is commercially available and acceptable to OWNER.

g. Said coverage shall be written by insurers acceptable to OWNER and shall be in a form acceptable to OWNER. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

6.9.5.2. Renewals

After insurance has been approved by OWNER, evidence of renewal of an expiring policy must be submitted to OWNER, and may be submitted on a manually signed renewal endorsement form. If the policy or carrier has changed, however, new evidence of coverage must be submitted in accordance with these Insurance Requirements.

6.9.5.3. Right to Review, Audit and Inspect

CONSULTANT understands and agrees that OWNER may review, audit and inspect any and all of CONSULTANT'S records and operations to insure compliance with these Insurance Requirements.

6.9.6. SAFETY AND LOSS CONTROL

CONSULTANT understands and agrees that **OWNER** is in no way responsible for the safety and property of **CONSULTANT** or its personnel. **CONSULTANT** shall comply with all applicable federal, state, and local safety standards related to the performance of its work or services under this Agreement and take reasonably necessary action to protect the life, health and safety and property of its personnel, the public, and **OWNER** in the locations and areas in which **CONSULTANT** is performing services under the Agreement.

6.9.7. DEFINITION OF DEFAULT

CONSULTANT understands and agrees that the failure to comply with any of these insurance, safety, or loss control provisions shall constitute default under this Agreement. **CONSULTANT** also agrees that **OWNER** may elect as its option any single remedy or penalty or any combination of remedies and penalties, as available, including but not limited to purchasing insurance and charging **CONSULTANT** for any such insurance premiums purchased, or suspending or terminating this Agreement.

SECTION 7 - EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Agreement, the **CONSULTANT** agrees as follows:

7.1. The **CONSULTANT** will not discriminate against any employee or application for employment because of race, color, religion, national origin, sex, age, or handicap. The **CONSULTANT** will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, national origin, sex, age, or handicap. 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 compensation; and selection for training, including apprenticeships. The **CONSULTANT** agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.

7.2. The **CONSULTANT** will, in all solicitations or advertisements for employees placed by or on behalf of the **CONSULTANT**, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, sex, age (between forty and seventy), or handicap.

SECTION 8 - SPECIAL PROVISIONS, EXHIBITS, AND SCHEDULES

8.1. This Agreement is subject to the following provisions.

8.1.1. Pursuant to subparagraph 3.4 of this Agreement, **OWNER** has assigned Charles H. Martin, P.E., Director of the Division of Water Quality (the "**OWNER'S** Agent"), as the authorized agent of **OWNER**, to monitor, direct and review the performance of work of the **CONSULTANT**. Documents, data, reports, and all matters associated with carrying out this Agreement shall be addressed to the **OWNER'S** Agent or his designee. Questions by the **CONSULTANT** regarding interpretations of the terms, provisions and requirements under this Agreement shall be addressed to the **OWNER'S** Agent or his designee. The **CONSULTANT** shall look only to the **OWNER'S** Agent or his designee for direction in its performance under this Agreement; no other direction shall be binding upon **OWNER**. **OWNER** shall respond to written requests by **CONSULTANT** within thirty (30) days.

8.2. This Agreement, together with the Incorporated Documents (Section 1.2) constitutes the entire Agreement between **OWNER** and **CONSULTANT** and supersedes all prior written or oral understandings. This Agreement and **EXHIBITS A, B, C and D** and any related

schedules or documents may only be amended, supplemented, modified or canceled by a duly executed written instrument.

8.3. 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 **OWNER** or **CONSULTANT.**

8.4 UNENFORCEABLE TERMS/SURVIVABILITY. If any term or provision of this Agreement shall be found to be illegal or unenforceable, this Agreement shall remain in full force and such term or provision shall be deemed stricken. The provisions of Section 6 of this Agreement shall survive its termination.

8.5. NON-WAIVER. The failure of either party to enforce any right reserved to it in this Agreement shall not be a waiver of any such right to which the party is entitled.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

OWNER:
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

BY: Linda Gorton
LINDA GORTON, MAYOR

ATTEST:

_____
URBAN COUNTY COUNCIL CLERK)
COMMONWEALTH OF KENTUCKY)
COUNTY OF FAYETTE)

CONSULTANT:
UES Professional Services 25, LLC

BY: _____

The foregoing Agreement was subscribed, sworn to and acknowledged before me by Linda Gorton, as the duly authorized representative for and on behalf of LFUCG, on this the 24 day of March, 2025.

My commission expires: [illegible] 11/20/2027

Mackenzie Stock
NOTARY PUBLIC

87

ENGINEERING SERVICES AGREEMENT

THIS IS AN AGREEMENT made as of March 23, 2025, between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the Commonwealth of Kentucky pursuant to KRS Chapter 67A ("**OWNER**") and UES Professional Services 25, LLC with offices located at 858 Contract Street ("**CONSULTANT**"). **OWNER** intends to proceed with the Engineering Services for Lexington, Kentucky 40505 as described in the attached **EXHIBIT A**, BID #31-2021 Construction Materials Sampling, Testing and Special Inspections. The **CONSULTANT** shall perform professional engineering services and deliverables as described in **EXHIBIT A** which include customary master planning, civil, geotechnical, construction materials sampling, testing, and special inspections as related to providing the deliverables specific to this agreement–that will assist the **OWNER** in successfully implementing the **PROJECT** and complying with any requirements which are related to the Consent Decree entered in a case styled *United States & Commonwealth of Kentucky* v. *Lexington Fayette Urban County Government,* United States District Court for the Eastern District of Kentucky, Civil Action No. 5:06-cv-386-KSF (the "**CONSENT DECREE**"). The services are hereinafter referred to as the **PROJECT**. **The primary goal of the PROJECT is to provide the OWNER with the technical support necessary to successfully meet the Remedial Measure Plan (RMP) obligations and deadlines of the CONSENT DECREE. OWNER** and **CONSULTANT** in consideration of their mutual covenants herein agree in respect of the performance of professional engineering services by **CONSULTANT** and the payment for those services by **OWNER** as set forth below.

CONSULTANT shall provide professional consulting services for **OWNER** in all phases of the **PROJECT** to which this Agreement applies, serve as **OWNER'S** professional engineering representative for the **PROJECT** as set forth below and shall give professional consultation and advice to **OWNER** during the performance of services hereunder. **There will be no guarantee of work for any selected firm or firms.**

SECTION 1 - BASIC SERVICES OF CONSULTANT

1.1. General

CONSULTANT shall perform professional services as hereinafter stated that include customary civil, geotechnical, construction materials sampling, testing, and special inspections incidental thereto.

1.2. Incorporated Documents

The following documents are incorporated by reference as part of this Agreement:

1. The **CONSENT DECREE**, as may be amended, including all appendices.
2. **EXHIBIT A** – BID #31-2021 Construction Materials, Testing and Special Inspections (Including Appendices ____ and Addendums).
3. **EXHIBIT B** – Certificate of Insurance
4. **EXHIBIT C** – Proposal of Engineering Services and Related Matters (the **CONSULTANT**'s response to BID #31-2021).

5. **EXHIBIT D** – Further Description of Basic Engineering Services and Related Matters (executed Task Order).

To the extent of any conflict among the provisions of these documents and/or this Agreement, the provisions of this Agreement shall control, followed by the provisions of **EXHIBIT A**, then **EXHIBIT D, and then EXHIBIT C**.

1.3 Project Phase

A complete description of the duties and responsibilities of the **CONSULTANT** are as indicated in **EXHIBIT A**, BID #31-2021 Construction Materials Sampling, Testing, and Special Inspections **EXHIBIT C** Proposal of Engineering Services and Related Matters, and **Exhibit D** Further Description of Basic Engineering Services and Related Matters. After written authorization to proceed from the **OWNER, CONSULTANT** shall:

1.3.1. Notify the **OWNER** in writing of its authorized representative who shall act as Project Engineer and liaison representative between the **CONSULTANT** and the **OWNER**. **OWNER** has the right to approve the Project Engineer, or any change thereto, which approval shall not be unreasonably withheld.

1.3.2. The **CONSULTANT must perform all duties necessary to fully complete the deliverables as further described in attached EXHIBIT A, BID** #31-2021 Construction Materials Sampling, Testing, and Special Inspections attached **EXHIBIT C,** Proposal of Engineering Services and Related Matters, and attached **EXHIBIT D** Further Description of Basic Engineering Services and Related Matters **unless otherwise agreed to in writing by the parties.**

1.3.3 The **CONSULTANT** shall provide written documentation of all meetings and be responsible for incorporating all comments and changes resulting therefrom in final work product.

1.3.4. The **CONSULTANT** shall submit five (5) copies (hardcover) of all initial draft final work products for this **PROJECT** unless otherwise described in Exhibit A. The copies of the initial draft final reports are submitted for review and comment by the **OWNER**, and should be presented in person to the **OWNER**.

1.3.5. After the **OWNER'S** detailed review, the **CONSULTANT** will revise the initial draft final for all work products for this **PROJECT**, and the **CONSULTANT** shall submit five (5) copies (hardcover) unless otherwise described in Exhibit A. One electronic copy of the all work products for this **PROJECT**, including all appendices, shall be provided and prepared in such a manner that it can readily be converted to a quick-link accessible form for the **OWNER'S** Website. The **OWNER** shall have ten (10) business days within which to accept or deny each such final draft. If is denied, the **OWNER** shall provide a detailed explanation in writing for the basis of such denial. Once the OWNER accepts the draft as final, a total of ten (10) final copies (hardcover) are required in addition to an electronic copy unless otherwise described in Exhibit A.

1.3.6 Immediately notify **OWNER** of any delay in the delivery of a work product or deliverable, regardless of cause. Give written notice to **OWNER** within five (5) business days whenever **CONSULTANT** observes or otherwise becomes aware of

any development that affects the scope or timing of **CONSULTANT'S** services, or any defect in the work of Contractor(s).

SECTION 2 - EXTRA WORK BY CONSULTANT

2.1. The **OWNER** may desire to have the **CONSULTANT** perform work or render services in connection with this **PROJECT** other than provided by the expressed intent of this Agreement. Such work shall be considered as Extra Work and NOT subject to a change order, setting forth the character and scope thereof and the compensation therefore. Should the **OWNER** find it desirable to have previously satisfactorily completed and accepted plans or parts thereof revised, the **CONSULTANT** shall make such revisions as directed, in writing, by the **OWNER**. This work shall be considered as Extra Work and shall be paid as such.

2.2. All Extra Work is subject to prior written authorization of **OWNER** and necessary appropriations made by the Urban County Council.

SECTION 3 - OWNER'S RESPONSIBILITIES

OWNER shall:

3.1. Provide criteria and information as to **OWNER'S** requirements for the **PROJECT**, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations.

3.2. Assist **CONSULTANT** by placing at his disposal available information pertinent to the Project.

3.3. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by **CONSULTANT**, and provide written approval or disapproval thereof within a reasonable time so as not to delay the services of **CONSULTANT**.

3.4. Designate in writing a person to act as **OWNER'S** representative agent with respect to the services to be rendered under this Agreement (see Section 8.1.1.). Such person shall have complete authority to transmit instructions, receive information, interpret, and define **OWNER'S** policies and decisions with respect to materials, equipment, elements, and systems pertinent to **CONSULTANT'S** services.

3.5. Give written notice to **CONSULTANT** whenever **OWNER** observes or otherwise becomes aware of any development that affects the scope or timing of **CONSULTANT'S** services, or any defect in the work of **CONSULTANT**.

3.6. Furnish or direct **CONSULTANT** to provide, Extra Work as stipulated in Section Two (2) of this Agreement or other services as required.

SECTION 4 - PERIOD OF SERVICES

4.1. Time is of the essence in the performance of this Agreement. **CONSULTANT** is aware that the **OWNER** is subject to penalties for non-compliance with the **CONSENT DECREE** deadlines. See attached **EXHIBIT A** for the overall current project schedule.

4.2. The provisions of this Section Four (4) and the various rates of compensation for **CONSULTANT'S** services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the **PROJECT** through completion.

4.3. If a delay results from the acts of **OWNER** or another entity that is required to permit or approve the work or services, an extension of time for such delay will be considered by **OWNER**.

4.3.1. If the above type of delay occurs and **CONSULTANT** wants an extension of time, it must, within ten (10) days from the date of the delay, apply in writing to **OWNER** for an extension of time for a reasonable period, which must be agreed upon by **OWNER**.

4.3.2. If the extension of time is approved by **OWNER**, the **PROJECT** schedule/Final Task Order shall be revised to reflect the extension. Such extension of time to the completion date shall in no way be construed to operate as a waiver on the part of **OWNER** of any of its other rights in the Agreement.

4.3.3. If the above type of delay would prevent complete performance of the **PROJECT**/Final Task Order within sixty (60) days of the time specified therein, **OWNER** shall have the option of cancelling the **PROJECT**/Final Task Order or otherwise adjusting the scope of the services or work.

4.3.4. If the parties cannot mutually agree to an extension of time or an adjustment, Section 6.5 under "DISPUTES" of this Agreement shall apply.

4.4. If delays result solely by reason of acts of the **CONSULTANT**, the **CONSULTANT** shall be held liable for any financial penalties incurred by the **OWNER** as a result of the delay, **including but not limited to those assessed pursuant to the CONSENT DECREE**. Section 6.5 of this Agreement (**Disputes**), shall apply in the event the parties cannot mutually agree upon the cause(s) associated with delays in completing project deliverables. The **CONSULTANT** must immediately notify the **OWNER** in the event of such delay, and provide the **OWNER** a written action plan within five (5) business days on how it will attempt to resolve the delay.

SECTION 5 - PAYMENTS TO CONSULTANT

5.1. Methods of Payment for Services of CONSULTANT.

5.1.1. For Basic Services

OWNER shall issue individual task orders for each work assignment performed under this Agreement by **CONSULTANT** or its sub-consultant/s. Each task order shall contain scope of work, fee, and schedule for performance of the work. Individual task orders shall be of the form included in **EXHIBIT D**.

5.1.1.a Fee payable to **CONSULTANT** under individual task order shall be developed using hourly rates included in **EXHIBIT D** or as amended in accordance with provisions therein.

5.1.1.b Terms of payment to **CONSULTANT** shall be specified in each task order. For assignments with defined scope, lump sum task orders shall be issued. Otherwise, task orders shall include time and materials payment terms.

5.1.1.c Each task order issued shall receive prior written approval of **OWNER** prior to **CONSULTANT** proceeding with said

work. The **OWNER's** designated agent in Section 8.1.1. shall be the only person authorized to provide such approval.

5.1.2. For Extra Work

Extra Work shall be paid for by the **OWNER** on the basis of a fixed fee, the amount of which shall be determined by negotiation. The **OWNER** shall have the right to negotiate alternate methods of payment for Extra Work if the **OWNER** determines that the fixed fee basis is not feasible. In the event the **OWNER** and the **CONSULTANT** are unable to agree upon the amount of payment for Extra Work, then the amount of such payment shall be determined pursuant to Section 6.5 (**Disputes**).

5.2. Times of Payment

5.2.1 **CONSULTANT** shall submit to **OWNER** detailed monthly statements for Basic Services and Extra Work rendered. The Statements will be based upon **CONSULTANT'S** estimate of the proportion of the total services actually completed at the time of billing. **OWNER** shall respond to **CONSULTANT'S** monthly statements within thirty (30) days, either denying payment or making payment.

5.3. Other Provisions Concerning Payments

5.3.1. In the event the Agreement is terminated by the **OWNER** without fault on the part of the **CONSULTANT**, the **CONSULTANT** shall be paid for the work performed or services rendered for which it has not already been paid in an amount bearing the same ratio to the total Agreement fee as the amount of work completed or partially completed and delivered to the **OWNER** is to the total amount of work provided for herein, as determined by mutual agreement between the **OWNER** and the **CONSULTANT**.

5.3.2. In the event the services of the **CONSULTANT** are terminated by the **OWNER** for fault on the part of the **CONSULTANT**, the **CONSULTANT** shall be paid reasonable value of the work performed or services rendered and delivered for which it has not already been paid, and the amount to be paid shall be determined by the **OWNER**.

SECTION 6 - GENERAL CONSIDERATIONS

6.1. Termination

6.1.1. **CONSULTANT may only terminate this Agreement** due to **OWNER'S** material breach of the terms hereof which breach causes **CONSULTANT** to be unable to perform its duties and responsibilities under this Agreement and upon forty-five (45) days written advance notice to **OWNER**.

6.1.2. The **OWNER** may terminate this Agreement for cause upon seven (7) business days written advance notice to the **CONSULTANT**. The **OWNER** reserves the right to

terminate the Agreement for any reason whatsoever, with or without cause, at any time upon thirty (30) days written advance notice to the **CONSULTANT**.

6.2. Ownership and Reuse of Documents

All documents, including raw data, reports, drawings and specifications, prepared by the **CONSULTANT** pursuant to this Agreement shall be delivered to and become the property of the **OWNER**. The **OWNER** shall have the right to reuse same without restriction or limitation, but without liability or legal exposure to **CONSULTANT**.

6.3. Legal Responsibilities and Legal Relations

6.3.1. The **CONSULTANT** shall familiarize itself with and shall at all times comply with the **CONSENT DECREE** and all federal, state, and local laws, ordinances, and regulations that in any manner affect the services of this Agreement.

6.3.2. In performing the services hereunder, the **CONSULTANT** and its consultants, employees, agents and representatives shall not be deemed or construed to be employees of **OWNER** in any manner whatsoever. Except as otherwise provided in this Agreement, the **CONSULTANT** shall be acting as an independent contractor. The **CONSULTANT** shall not hold itself out as, nor claim to be, an officer or employee of **OWNER** by reason hereof and shall not make any claim, demand or application to or for any right or privilege applicable to an officer or employee of **OWNER**. The **CONSULTANT** shall be solely responsible for any claims for wages or compensation by **CONSULTANT'S** employees, agents and representatives, including consultants, and shall save and hold **OWNER** harmless therefrom.

6.3.3. The parties hereto agree that causes of actions between the parties shall be governed by applicable provisions of the Kentucky Revised Statues, and that venue of any legal action shall be a court of appropriate jurisdiction in Fayette County, Kentucky. The parties further agree that Kentucky law shall apply with respect to the interpretation of any provision of this Agreement.

6.4. Successors and Assigns

6.4.1. **CONSULTANT** binds itself and its partners, successors, assigns and legal representatives to this Agreement. **CONSULTANT** shall not assign any interest in this Agreement without prior written consent of **OWNER. OWNER'S** consent shall not relieve the **CONSULTANT** of any responsibility for compliance with the provisions of this Agreement.

6.4.2. **In no event shall** the **CONSULTANT** subcontract more than fifty percent (50%) of the work, based upon dollar value of the work.

6.4.3. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than **OWNER** and **CONSULTANT**.

6.5. Disputes

Except as otherwise provided in this Agreement, any dispute hereunder may be resolved by agreement of the **OWNER'S** Agent (Section 8.1.1) and the **CONSULTANT.** In the absence of such an

agreement, the dispute shall be submitted to the **OWNER'S** Commissioner, Department of Environmental Quality, whose decision shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith. Pending a final decision of a dispute hereunder, the **CONSULTANT** shall proceed diligently with the performance of the Agreement in accordance with the directions of the **OWNER**.

6.6. Accuracy of Consultant's Work

CONSULTANT shall be required to perform this Agreement in accordance with the degree of ordinary and reasonable skill and care usually exercised by professional engineers prevailing at the time, place and under similar conditions as the services hereunder are rendered. **CONSULTANT** shall be responsible for the accuracy of all work, even though raw data, reports, Drawings and Specifications have been accepted by **OWNER**, and it shall make any necessary revisions or corrections resulting from its errors and/or omissions for no additional compensation. By submission of reports, soils and subsurface information, quantities estimates, calculations and Drawings and Specifications to **OWNER**, **CONSULTANT** has made an incontrovertible representation that the information is accurate within the appropriate standard of skill and care. Failure on the part of **CONSULTANT** to provide the expected level of accuracy may be grounds for **OWNER** to terminate this Agreement

6.7. Security Clause

The **CONSULTANT** certifies that he shall not at any time release or divulge any information concerning the services covered by this Agreement to any person or any public or private organization without prior approval of the **OWNER** unless otherwise required by law

6.8. Access to Records

The **CONSULTANT** and its sub-consultants shall maintain all books, documents, papers, and accounting records, and make such materials available at their respective offices at all reasonable times during the Agreement period and for three (3) years from the date of final payment under the Agreement for inspection by the **OWNER**, and copies thereof shall be furnished if requested. Failure to maintain such records for three (3) years after the date of final payment may be grounds for the **OWNER** to disqualify the **CONSULTANT** from consideration for future consultant engineering Agreements.

6.9. Risk Management Provisions, Insurance and Indemnification

6.9.1. DEFINITIONS

The **CONSULTANT** understands and agrees that the Risk Management Provisions of this Agreement define the responsibilities of the **CONSULTANT** to the **OWNER**.

As used in these Risk Management Provisions, the terms **"CONSULTANT"** and **"OWNER"** shall be defined as follows:

a. **CONSULTANT** means the consultant and its employees, agents, servants, owners, principals, licensees, assigns and subcontractors of any tier.

b. **OWNER** means the Lexington-Fayette Urban County Government and its elected and appointed officials, employees, agents, boards, assigns, volunteers, and successors in interest.

6.9.2. INDEMNIFICATION AND HOLD HARMLESS PROVISION

CONSULTANT shall defend, indemnify, and hold harmless OWNER from and against all liability, claims, losses, actions, costs, expenses, obligations, fines, and assessments of whatever kind, including defense costs and reasonable attorney's fees, that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, from or by CONSULTANT'S (or subcontractors or subconsultants of any tier) performance or breach of the Agreement provided that such claim, damage, loss or expense is attributable to personal injury, bodily injury, sickness, or death, or to injury to or destruction of property, including the loss of use resulting therefrom; or to or from negligent acts, errors or omissions or willful misconduct; provided however, that CONSULTANT shall not be required to indemnify for damages caused solely by the negligent act or omission or willful misconduct of OWNER. Notwithstanding, the foregoing, with respect to any professional services performed by CONSULTANT hereunder (and to the fullest extent permitted by law), CONSULTANT shall indemnify, save, hold harmless and defend OWNER from and against any and all liability, damages and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees, for any damage due to death or injury to any person or injury to any property (including the loss of use resulting therefrom) to the extent arising out of, pertaining to or relating to the negligence, recklessness or willful misconduct of CONSULTANT in the performance of this agreement. In the event OWNER is alleged to be liable based upon the above, CONSULTANT shall defend such allegations and shall bear all costs, fees and expenses of such defense, including but not limited to, all reasonable attorneys' fees and expenses, court costs, and expert witness fees and expenses, using attorneys approved in writing by OWNER, which approval shall not be unreasonably withheld. This Indemnification and Hold Harmless Provision shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this Agreement.

6.9.3. DAMAGES RELATED TO NONPERFORMANCE OR DELAY BY CONSULTANT

In the event that **CONSULTANT**'S delay or other nonperformance of its obligations hereunder results in the imposition of penalties against the **OWNER** pursuant to the **CONSENT DECREE**, or the **OWNER** otherwise suffers damage as a result of such

delay or nonperformance, **CONSULTANT** shall be solely liable to **OWNER** for any and all such damages, including any costs and attorney's fees.

6.9.4. FINANCIAL RESPONSIBILITY

The **CONSULTANT** understands and agrees that the **CONSULTANT** shall, prior to final acceptance of the **CONSULTANT'S** proposal and the commencement of any work; demonstrate the ability to assure compliance with the Indemnity Agreement and other provisions of this Agreement.

6.9.5. INSURANCE REQUIREMENTS

6.9.5.1. Required Insurance Coverage

CONSULTANT shall procure and maintain for the duration of this Agreement the following or equivalent insurance policies at no less than the limits shown below and cause its subcontractors to maintain similar insurance with limits acceptable to OWNER in order to protect OWNER against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by CONSULTANT. The cost of such insurance shall be included in any proposal:

Coverage	Limits
General Liability (Insurance Services Office Form CG 00 01)	$1 million per occurrence, $2 million aggregate or $2 million combined single limit
Commercial Automobile Liability (Insurance Services Office Form CA 0001)	combined single, $1 million per occurrence
Professional Liability	$1 million per occurrence, $2 million aggregate
Worker's Compensation	Statutory
Employer's Liability	$500,000.00

The policies above shall contain the following conditions:

a. OWNER shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy.

b. The General Liability Policy shall be primary to any insurance or self-insurance retained by OWNER.

c. The General Liability Policy shall include a Pollution Liability endorsement and/or Environmental Casualty coverage unless it is deemed not to apply by OWNER.

d. The General Liability Policy shall have a Professional Liability endorsement (including Errors and Omissions), which shall include Business interruption coverage and this policy or endorsement shall include Environmental Casualty coverage for any services performed pursuant to the contract, and/or a separate Professional Liability Policy shall be obtained unless it is deemed not to apply by OWNER. (OWNER does not need to be named as additional insured).

e. OWNER shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.

f. The Professional Liability policy shall be maintained for a minimum of three years beyond the completion date of the project, to the extent commercially available. If not commercially available, CONSULTANT shall notify OWNER and obtain similar insurance that is commercially available and acceptable to OWNER.

g. Said coverage shall be written by insurers acceptable to OWNER and shall be in a form acceptable to OWNER. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

6.9.5.2. Renewals

After insurance has been approved by OWNER, evidence of renewal of an expiring policy must be submitted to OWNER, and may be submitted on a manually signed renewal endorsement form. If the policy or carrier has changed, however, new evidence of coverage must be submitted in accordance with these Insurance Requirements.

6.9.5.3. Right to Review, Audit and Inspect

CONSULTANT understands and agrees that OWNER may review, audit and inspect any and all of CONSULTANT'S records and operations to insure compliance with these Insurance Requirements.

6.9.6. SAFETY AND LOSS CONTROL

CONSULTANT understands and agrees that **OWNER** is in no way responsible for the safety and property of **CONSULTANT** or its personnel. **CONSULTANT** shall comply with all applicable federal, state, and local safety standards related to the performance of its work or services under this Agreement and take reasonably necessary action to protect the life, health and safety and property of its personnel, the public, and **OWNER** in the locations and areas in which **CONSULTANT** is performing services under the Agreement.

6.9.7. DEFINITION OF DEFAULT

CONSULTANT understands and agrees that the failure to comply with any of these insurance, safety, or loss control provisions shall constitute default under this Agreement. **CONSULTANT** also agrees that **OWNER** may elect as its option any single remedy or penalty or any combination of remedies and penalties, as available, including but not limited to purchasing insurance and charging **CONSULTANT** for any such insurance premiums purchased, or suspending or terminating this Agreement.

SECTION 7 - EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Agreement, the **CONSULTANT** agrees as follows:

7.1. The **CONSULTANT** will not discriminate against any employee or application for employment because of race, color, religion, national origin, sex, age, or handicap. The **CONSULTANT** will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, national origin, sex, age, or handicap. 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 compensation; and selection for training, including apprenticeships. The **CONSULTANT** agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.

7.2. The **CONSULTANT** will, in all solicitations or advertisements for employees placed by or on behalf of the **CONSULTANT**, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, sex, age (between forty and seventy), or handicap.

SECTION 8 - SPECIAL PROVISIONS, EXHIBITS, AND SCHEDULES

8.1. This Agreement is subject to the following provisions.

8.1.1. Pursuant to subparagraph 3.4 of this Agreement, **OWNER** has assigned Charles H. Martin, P.E., Director of the Division of Water Quality (the "**OWNER'S** Agent"), as the authorized agent of **OWNER**, to monitor, direct and review the performance of work of the **CONSULTANT**. Documents, data, reports, and all matters associated with carrying out this Agreement shall be addressed to the **OWNER'S** Agent or his designee. Questions by the **CONSULTANT** regarding interpretations of the terms, provisions and requirements under this Agreement shall be addressed to the **OWNER'S** Agent or his designee. The **CONSULTANT** shall look only to the **OWNER'S** Agent or his designee for direction in its performance under this Agreement; no other direction shall be binding upon **OWNER**. **OWNER** shall respond to written requests by **CONSULTANT** within thirty (30) days.

8.2. This Agreement, together with the Incorporated Documents (Section 1.2) constitutes the entire Agreement between **OWNER** and **CONSULTANT** and supersedes all prior written or oral understandings. This Agreement and **EXHIBITS A, B, C and D** and any related

schedules or documents may only be amended, supplemented, modified or canceled by a duly executed written instrument.

8.3. 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 **OWNER** or **CONSULTANT.**

8.4 UNENFORCEABLE TERMS/SURVIVABILITY. If any term or provision of this Agreement shall be found to be illegal or unenforceable, this Agreement shall remain in full force and such term or provision shall be deemed stricken. The provisions of Section 6 of this Agreement shall survive its termination.

8.5. NON-WAIVER. The failure of either party to enforce any right reserved to it in this Agreement shall not be a waiver of any such right to which the party is entitled.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

OWNER:
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

BY: Linda Gorton
LINDA GORTON, MAYOR

ATTEST:

_____
URBAN COUNTY COUNCIL CLERK)
COMMONWEALTH OF KENTUCKY)
COUNTY OF FAYETTE)

CONSULTANT:
UES Professional Services 25, LLC

BY: _____

The foregoing Agreement was subscribed, sworn to and acknowledged before me by Linda Gorton, as the duly authorized representative for and on behalf of LFUCG, on this the 24 day of March, 2025.

My commission expires: 11/20/2027

Mackenzie Stock
NOTARY PUBLIC

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0253-25

File ID:	0253-25	**Type:**	Resolution	**Status:**	Approved
Version:	1	**Contract #:**	063-2025	**In Control:**	Urban County Council
				File Created:	03/05/2025
File Name:	KYTC Aphids Way Widening Project			**Final Action:**	03/20/2025

Title: A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute an Agreement with the Ky. Transportation Cabinet to relocate/replace existing sanitary sewers for the Aphids Way Widening Project at no cost to the Lexington-Fayette Urban County Government. [Div. of Water Quality, Martin]

Notes: Stamped and filed in the CCO. Returned to Chris Dent 3/21/2025. MS

Sponsors:		**Enactment Date:**	03/20/2025
Attachments:	Blue Sheet Memo, 7-9012.50 Sanitary Sewer Estimate 2.18.25, 7-9012.50 Sanitary Sewer Specs Aphids-KY418 RCUT 21825, 7-9012.50-Sanitary Sewer Plans-2.18.25, 7-9012.50 LFUCG Sewer Agreement 02202025, RESO 0253-25 4900-7088-7212 v.1.docx, R-125-2025, Contract #063-2025	**Enactment Number:**	R-125-2025
Deed #:		**Hearing Date:**	
Drafter:	Christina King/Chris Dent	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	03/18/2025	Approved and Referred to Docket	Urban County Council	03/20/2025		Pass
1	Urban County Council	03/20/2025	Received First Reading	Urban County Council	03/20/2025		
1	Urban County Council	03/20/2025	Suspended Rules for Second Reading				Pass
1	Urban County Council	03/20/2025	Approved				Pass

Text of Legislative File 0253-25

Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute an Agreement with the Ky. Transportation Cabinet to

relocate/replace existing sanitary sewers for the Aphids Way Widening Project at no cost to the Lexington-Fayette Urban County Government. [Div. of Water Quality, Martin]

Summary

Authorization to approve an Agreement with Kentucky Transportation Cabinet to relocate/replace existing sanitary sewers for the Aphids Way widening project at no cost to LFUCG. (L0253-25)(Martin/Albright)

Budgetary Implications [select]: N/A

Advance Document Review:

Law: William Razor 03/06/2025

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 H. MARTIN, P.E.
DIRECTOR
WATER QUALITY

TO: Mayor Linda Gorton
Urban County Council

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

DATE: February 28, 2025

SUBJECT: Agreement with Kentucky Transportation Cabinet for Sanitary Sewer Relocation for widening of Aphids Way

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Request

In conjunction with the Kentucky Transportation Cabinet (KYTC) Aphids Way widening project, the Division of Water Quality (DWQ) is requesting approval of an agreement between KYTC and LFUCG to relocate / replace existing sanitary sewers within the proposed right of way at no cost to LFUCG.

Purpose of Request

As part of the Aphids Way widening project, KYTC is relocating and/or reconstructing approximately 500 linear feet of 10 inch diameter force main with appurtenances.

Project Cost

There is no cost associated with this action

Director/Commissioner

Martin/Albright

Cc: Gregory S. Lubeck, P.E., Stormwater Section Manager

Estimate 7-9012.50

Estimated Cost:$141,839.98

Contingency: 10.00%

Estimated Total: $156,023.98

Base Date: 02/18/25

Spec Year: 08

Unit System: E

Work Type: ASPHALT SURFACE WITH GRADE & DRAIN

Highway Type: PRIMARY F, DSB, DE

Urban/Rural Type: URBAN

Season: SPRING

County: FAYETTE

Latitude of Midpoint: 0

Longitude of Midpoint: 0

District: 07

Federal Project Number:

State Project Number:

Line #	Item Number / Description / *Supplemental Description*	Quantity	Units	Unit Price	Extension
Group 0006: SEWER					
0005	15021 S ENCASEMENT STEEL OPEN CUT RANGE 2	200.00	LF	$190.79	$38,158.00
0006	15026 S FORCE MAIN AIR RLS/VAC VLV 02 IN	1.00	EACH	$5,992.92	$5,992.92
0007	15062 S FORCE MAIN PVC 10 INCH	500.00	LF	$165.71	$82,855.00
0009	15076 S FORCE MAIN TIE-IN 10 INCH	2.00	EACH	$7,167.03	$14,334.06
0011	15122 S STRUCTURE REMOVAL	1.00	EACH	$500.00	$500.00

Total for Group 0006:$141,839.98

Fayette County - HSIP

LEXINGTON, KENTUCKY

KY 418 at Aphids Way RCUT (MP 0.225 KY 418)

Construction Documents
Project Manual

April 2025

Item No. 7-9012.50

Table of Contents

DIVISION 03 - CONCRETE

03 09 00 CONCRETE

DIVISION 31 – EARTHWORK

31 23 33 TRENCHING, BACKFILLING, AND COMPACTING FOR UTILITIES

DIVISION 32 - EXTERIOR IMPROVEMENTS

32 92 00 SEEDING, SODDING AND LANDSCAPING

DIVISION 33 - UTILITIES

33 05 15 PRECAST CONCRETE UTILITY STRUCTURES
33 05 23 PIPELINE UNDERCROSSINGS

DIVISION 40 - PROCESS INTERCONNECTIONS

40 05 00 PIPE AND PIPE FITTINGS: BASIC REQUIREMENTS
40 05 31 PIPE: PLASTIC
40 05 51 VALVES: BASIC REQUIREMENTS

SECTION 03 09 00
CONCRETE

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Cast-in-place concrete and grout.

1.2 QUALITY ASSURANCE

A. Referenced Standards:
   1. American Concrete Institute (ACI):
      a. 117, Specification for Tolerances for Concrete Construction and Materials.
      b. 211.1, Standard Practice for Selecting Proportions for Normal, Heavyweight and Mass Concrete.
      c. 212.3R, Chemical Admixtures for Concrete.
      d. 304R, Guide for Measuring, Mixing, Transporting, and Placing Concrete.
      e. 304.2R, Placing Concrete by Pumping Methods.
      f. 305.1, Hot Weather Concreting.
      g. 306.1, Cold Weather Concreting.
      h. 318, Building Code Requirements for Structural Concrete.
      i. 347, Guide to Formwork for Concrete.
      j. CT-13, Concrete Terminology.
   2. ASTM International (ASTM):
      a. A82, Standard Specification for Steel Wire, Plain, for Concrete Reinforcement.
      b. A185, Standard Specification for Steel Welded Wire Reinforcement, Plain, for Concrete.
      c. A615, Standard Specification for Deformed and Plain Carbon-Steel Bars for Concrete Reinforcement.
      d. A1064, Standard Specification for Steel Wire and Welded Wire Replacement, Plain and Deformed, for Concrete.
      e. C31, Standard Practice for Making and Curing Concrete Test Specimens in the Field.
      f. C33, Standard Specification for Concrete Aggregates.
      g. C39, Standard Test Method for Compressive Strength of Cylindrical Concrete Specimens.
      h. C94/C94M, Standard Specification for Ready-Mixed Concrete.
      i. C138, Standard Method of Test for Density (Unit Weight), Yield, and Air Content (Gravimetric) of Concrete.
      j. C143, Standard Test Method for Slump of Hydraulic Cement Concrete.
      k. C150, Standard Specification for Portland Cement.
      l. C172, Standard Practice for Sampling Freshly Mixed Concrete.
      m. C173, Standard Test Method for Air Content of Freshly Mixed Concrete by the Volumetric Method.
      n. C231, Standard Test Method for Air Content of Freshly Mixed Concrete by the Pressure Method.
      o. C260, Standard Specification for Air-Entraining Admixtures for Concrete.
      p. C289, Standard Test Method for Potential Alkali-Silica Reactivity of Aggregates (Chemical Method).
      q. C309, Standard Specification for Liquid Membrane-Forming Compounds for Curing Concrete.
      r. C494, Standard Specification for Chemical Admixtures for Concrete.
      s. C618, Standard Specification for Coal Fly Ash and Raw or Calcined Natural Pozzolan for Use in Concrete.

t. C1315, Standard Specification for Liquid Membrane-Forming Compounds Having Special Properties for Curing and Sealing Concrete.
u. D882, Standard Test Method for Tensile Properties of Thin Plastic Sheeting.
v. D994, Standard Specification for Preformed Expansion Joint Filler for Concrete (Bituminous Type).
w. D1056, Standard Specification for Flexible Cellular Materials-Sponge or Expanded Rubber.
x. D1709, Standard Test Methods for Impact Resistance of Plastic Film by the Free-Falling Dart Method.
y. D1751, Standard Specification for Preformed Expansion Joint Filler for Concrete Paving and Structural Construction (Nonextruding and Resilient Bituminous Types).
z. E96, Standard Test Methods for Water Vapor Transmission of Materials.
aa. E329, Standard Specification for Agencies Engaged in Construction Inspection and/or Testing.

3. Corps of Engineers (COE):
   a. CRD-C621, Standard Specification for Packaged, Dry, Hydraulic-Cement Grout (Nonshrink).
4. National Ready Mixed Concrete Association (NRMCA).

B. Quality Control:
1. Concrete testing agency:
   a. Contractor to employ and pay for services of a testing laboratory to:
      1) Perform materials evaluation.
      2) Design concrete mixes.
   b. Concrete testing agency to meet requirements of ASTM E329.
2. Do not begin concrete production until proposed concrete mix design has been approved by Engineer.
   a. Approval of concrete mix design by Engineer does not relieve Contractor of his responsibility to provide concrete that meets the requirements of this Specification.
3. Adjust concrete mix designs when material characteristics, job conditions, weather, strength test results or other circumstances warrant.
   a. Do not use revised concrete mixes until submitted to and approved by Engineer.
4. Perform structural calculations as required to prove that all portions of the structure in combination with remaining forming and shoring system has sufficient strength to safely support its own weight plus the loads placed thereon.

C. Qualifications:
1. Ready mixed concrete batch plant certified by NRMCA.
2. Formwork, shoring and reshoring for slabs and beams except where cast on ground to be designed by a professional engineer currently registered in the state where the Project is located.

1.3 DEFINITIONS

A. Per ACI CT-13 except as modified herein:
1. Concrete fill: Non-structural concrete.
2. Concrete Testing Agency: Testing agency employed to perform materials evaluation, design of concrete mixes or testing of concrete placed during construction.
3. Exposed concrete: Exposed to view after construction is complete.
4. Indicated: Indicated by Contract Documents.
5. Nonexposed concrete: Not exposed to view after construction is complete.
6. Required: Required by Contract Documents.
7. Specified strength: Specified compressive strength at 28 days.
8. Submitted: Submitted to Engineer.

1.4 SUBMITTALS

A. Shop Drawings:

1. See Specification Section 01 33 00 for requirements for the mechanics and administration of the submittal process.
2. Concrete mix designs proposed for use.
    a. Concrete mix design submittal to include the following information:
        1) Sieve analysis and source of fine and coarse aggregates.
        2) Test for aggregate organic impurities.
        3) Test for deleterious aggregate per ASTM C289.
        4) Proportioning of all materials.
        5) Type of cement with mill certificate for cement.
        6) Type of fly ash with certificate of conformance to specification requirements.
        7) Slump.
        8) Air content.
        9) Brand, type, ASTM designation, and quantity of each admixture proposed for use.
        10) 28-day cylinder compressive test results of trial mixes per ACI 318 and as indicated herein.
3. Product technical data including:
    a. Acknowledgement that products submitted meet requirements of standards referenced.
    b. Manufacturer's installation instructions.
    c. Manufacturers and types:
        1) Joint fillers.
        2) Curing agents.
        3) Chemical sealer.
        4) Bonding and patching mortar.
        5) Construction joint bonding adhesive.
        6) Nonshrink grout with cure/seal compound.
4. Reinforcing steel:
    a. Show grade, sizes, number, configuration, spacing, location and all fabrication and placement details.
    b. In sufficient detail to permit installation of reinforcing without having to make reference to Contract Drawings.
    c. Obtain approval of Shop Drawings by Engineer before fabrication.
    d. Mill certificates.
5. Scaled (minimum 1/8 IN per foot) drawings showing proposed locations of construction joints, control joints, expansion joints (as applicable) and joint dimensions.
6. Strength test results of in place concrete including slump, air content and concrete temperature.
7. Certifications:
    a. Certification of standard deviation value in psi for ready mix plant supplying the concrete.
    b. Certification that the material and sources submitted in the mix design will be used in the concrete for this project.
8. Test reports:
    a. Cement mill reports for all cement to be supplied.

1.5 STORAGE AND HANDLING

A. Storage of Material:
1. Cement and pozzolan:
    a. Store in moistureproof, weathertight enclosures.
    b. Do not use if caked or lumpy.
2. Aggregate:
    a. Store to prevent segregation and contamination with other sizes or foreign materials.
    b. Obtain samples for testing from aggregates at point of batching.
    c. Do not use frozen or partially frozen aggregates.
    d. Do not use bottom 6 IN of stockpiles in contact with ground.
    e. Allow sand to drain until moisture content is uniform prior to use.

3. Admixtures:
    a. Protect from contamination, evaporation, freezing, or damage.
    b. Maintain within temperature range recommended by manufacturer.
    c. Completely mix solutions and suspensions prior to use.
4. Reinforcing steel: Support and store all rebars above ground.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Portland Cement: Conform to ASTM C150 Type I or II.

B. Admixtures:
1. Air entraining admixtures: ASTM C260.
2. Water reducing, retarding, and accelerating admixtures:
    a. ASTM C494 Type A through E.
    b. Conform to provisions of ACI 212.3R.
    c. Do not use retarding or accelerating admixtures unless specifically approved in writing by Engineer and at no cost to Owner.
    d. Follow manufacturer's instructions.
    e. Use chloride free admixtures only.
3. Maximum total water soluble chloride ion content contributed from all ingredients of concrete including water, aggregates, cementitious materials and admixtures by weight percent of cement:
    a. 0.10 all concrete.
4. Do not use calcium chloride.
5. Pozzolanic admixtures: ASTM C618.
6. Provide admixtures of same type, manufacturer and quantity as used in establishing required concrete proportions in the mix design.

C. Water: Potable, clean, free of oils, acids and organic matter.

D. Aggregates:
1. Normal weight concrete: ASTM C33, except as modified below.
2. Fine aggregate:
    a. Clean natural sand.
    b. No manufactured or artificial sand.
3. Coarse aggregate:
    a. Crushed rock, natural gravel, or other inert granular material.
    b. Maximum amount of clay or shale particles: 1 PCT.
4. Gradation of coarse aggregate:
    a. Lean concrete and concrete topping: Size #7.
    b. All other concrete: Size #57 or #67.

E. Concrete Grout:
1. Nonshrink, nonmetallic grout:
    a. Nonmetallic, noncorrosive, nonstaining, premixed with only water to be added.
    b. Grout to produce a positive but controlled expansion.
    c. Mass expansion not to be created by gas liberation.
    d. Minimum compressive strength of nonshrink grout at 28 days: 6500 PSI.
    e. In accordance with COE CRD-C621.
2. Epoxy grout:
    a. 3-component epoxy resin system.
        1) Two liquid epoxy components.
        2) One inert aggregate filler component.
    b. Each component packaged separately for mixing at jobsite.

F. Reinforcing Steel:

1. Reinforcing bars: ASTM A615, Grade 60.
2. Welded wire reinforcement:
    a. ASTM A185 or ASTM A1064.
    b. Minimum yield strength: 60,000 PSI.

G. Forms:
1. Prefabricated or job built.
2. Wood forms:
    a. 5/8 or 3/4 IN 5-ply structural plywood of concrete form grade.
    b. Built-in-place or prefabricated type panel.
3. Metal forms:
    a. Metal forms may be used except for aluminum in contact with concrete.
    b. Forms to be tight to prevent leakage, free of rust and straight without dents to provide members of uniform thickness.
4. Chamfer strips: Clear white pine, surface against concrete planed.

H. Form Ties:
1. Commercially fabricated for use in form construction.
    a. Field fabricated ties are unacceptable.
2. Constructed so that ends or end fasteners can be removed without causing spalling at surfaces of the concrete.
3. 3/4 IN minimum diameter cones on both ends.
4. Embedded portion of ties to be not less than 1 IN from face of concrete after ends have been removed.
5. Cone size:
    a. 3/4 IN minimum diameter cones on both ends.
    b. Depth of cone not to exceed the concrete reinforcing cover.
6. Form release: Nonstaining and shall not prevent bonding of future finishes to concrete surface.

I. Membrane Curing Compound:
1. ASTM C309, Type II-B.
2. Resin based, dissipates upon exposure to UV light.
3. Curing compound shall not prevent bonding of any future coverings, coatings or finishes.

J. Expansion Joint Filler:
1. In contact with water or sewage:
    a. Closed cell neoprene.
    b. ASTM D1056, Class SC (oil resistant and medium swell) of 2 to 5 PSI compression deflection (Grade SCE41).
2. Exterior driveways, curbs and sidewalks:
    a. Asphalt expansion joint filler.
    b. ASTM D994.
3. Other use:
    a. Fiber expansion joint filler.
    b. ASTM D1751.

2.2 CONCRETE MIXES

A. General:
1. All concrete to be ready mixed concrete conforming to ASTM C94/C94M.
2. Provide concrete of specified quality capable of being placed without segregation and, when cured, of developing all properties required.
3. All concrete to be normal weight concrete.
4. Provide pozzolan content for all cast-in-place construction.

B. Strength:
1. Provide specified strength and type of concrete for each use in structure(s) as follows:

TYPE	WEIGHT	SPECIFIED STRENGTH*
Precast	Normal weight	4500PSI
Concrete Fill / Lean Concrete	Normal Weight	3000 PSI
All other general use concrete	Normal weight	4500PSI

* Minimum 28-day compressive strength.

C. Air Entrainment:
1. Provide air entrainment in all concrete resulting in a total air content percent by volume as follows:

MAX AGGREGATE SIZE	TOTAL AIR CONTENT PERCENT
1 IN or 3/4 IN	6 ±1-1/2
<3/4 IN	6-1/2 ±1-1/2

2. Air content to be measured in accordance with ASTM C231, ASTM C173, or ASTM C138.

D. Slump - 4 IN maximum, 1 IN minimum:
1. Measured at point of discharge of the concrete into the concrete construction member.
2. 8 IN maximum after addition of superplasticizer (if used).
3. Concrete of lower than minimum slump may be used provided it can be properly placed and consolidated.
4. Pumped concrete:
   a. Provide additional water at batch plant to allow for slump loss due to pumping.
   b. Provide only enough additional water so that slump of concrete at discharge end of pump hose does not exceed maximum slump specified above.
5. Determine slump per ASTM C143.

E. Selection of Proportions:
1. General:
   a. Proportion ingredients to:
      1) Produce proper workability, durability, strength, and other required properties.
      2) Prevent segregation and collection of excessive free water on surface.
2. Minimum cement contents and maximum water cement ratios for concrete to be as follows:

SPECIFIED STRENGTH	MINIMUM CEMENT, MAXIMUM AGGREGATE SIZE			MAXIMUM WATER CEMENT RATIO BY WEIGHT
	1/2 IN	3/4 IN	1 IN	
3000	---	517	517	0.45
4000	564	564	564	0.45
4500	611	611	--	0.42

3. Concrete mix proportioning methods for normal weight concrete:
   a. Proportion mixture to provide desired characteristics using one of methods described below:
      1) Method 1 (Trial Mix):
         a) Per ACI 318, Chapter 5, except as modified herein.
         b) Air content within range specified above.
         c) Record and report temperature of trial mixes.
         d) Proportion trial mixes per ACI 211.1.
      2) Method 2 (Field Experience):

a) Per ACI 318, Chapter 5, except as modified herein:
b) Field test records must be acceptable to Engineer to use this method.
c) Test records shall represent materials, proportions and conditions similar to those specified.

4. Required average strength to exceed the specified 28-day compressive strength by the amount determined or calculated in accordance with the requirements of Chapter 5 of ACI 318 using the standard deviation of the proposed concrete production facility.

PART 3 - EXECUTION

3.1 FORMING AND PLACING CONCRETE

A. Formwork:
1. Contractor is responsible for design and erection of formwork.
2. Construct formwork so that concrete members and structures are of correct size, shape, alignment, elevation and position.
   a. Allowable tolerances: As recommended in ACI 347.
3. Provide slabs and beams of minimum indicated depth when sloping foundation base slabs or elevated floor slabs to drains.
   a. For slabs on grade, slope top of subgrade to provide floor slabs of minimum uniform indicated depth.
   b. Do not place floor drains through beams.
4. Openings:
   a. Provide openings in formwork to accommodate work of other trades.
   b. Accurately place and securely support items built into forms.
5. Chamfer strips: Place 3/4 IN chamfer strips in forms to produce 3/4 IN wide beveled edges on permanently exposed corners of members.
6. Clean and adjust forms prior to concrete placement.
7. Tighten forms to prevent mortar leakage.
8. Coat form surfaces with form release agents prior to placing reinforcing bars in forms.

B. Reinforcement:
1. Position, support and secure reinforcement against displacement.
2. Locate and support with chairs, runners, bolsters, spacers and hangers, as required.
3. Set wire ties so ends do not touch forms and are directed into concrete, not toward exposed concrete surfaces.
4. Lap splice lengths: ACI 318 Class B top bar tension splices unless indicated otherwise on the Drawings.
5. Extend reinforcement to within 2 IN of concrete perimeter edges.
   a. If perimeter edge is earth formed, extend reinforcement to within 3 IN of the edge.
6. Minimum concrete protective covering for reinforcement: As shown on Drawings.
7. Unless otherwise indicated, provide minimum concrete cover as follows:
   a. Concrete deposited against earth: 3 IN.
   b. Formed surfaces exposed to weather or in contact with earth: 2 IN for reinforcing bars #6 or larger; 1-1/2 IN for reinforcing bars less than #6.
   c. Formed surfaces exposed to or located above any liquid: 2 IN.
8. Do not weld reinforcing bars.
9. Welded wire reinforcement:
   a. Install welded wire reinforcement in maximum practical sizes.
   b. Splice sides and ends with a splice lap length measured between outermost cross wires of each fabric sheet not less than:
      1) One spacing of cross wires plus 2 IN.
      2) 1.5 x development length.
      3) 6 IN.
   c. Development length: ACI 318 basic development length for the specified fabric yield strength.

C. Construction, Expansion, and Contraction Joints:
   1. Locate joints as indicated on Contract Drawings or as shown on approved Shop Drawings.
      a. Where construction joint spacing shown on Drawings exceeds the joint spacing indicated in Paragraph below, submit proposed construction joint location in conformance with this Specification Section.
   2. Unplanned construction joints will not be allowed.
   3. Locate wall vertical construction joints at 30 FT maximum.
   4. Locate construction joints in floor slabs and foundation base slabs so that concrete placements are approximately square and do not exceed 2500 SF.
   5. Locate construction joints in columns and walls:
      a. At the underside of beams, girders, haunches, drop panels, column capitals, and at floor panels.
      b. Haunches, drop panels, and column capitals are considered part of the supported floor or roof and shall be placed monolithically therewith.
      c. Column based need not be placed monolithically with the floor below.
   6. Install construction joints perpendicular to main reinforcement with all reinforcement continued across construction joints.
   7. At least 48 HRS shall elapse between placing of adjoining concrete construction.
   8. Thoroughly clean and remove all laitance and loose and foreign particles from construction joints.
   9. Before new concrete is placed, dampen concrete surfaces.

D. Placing Concrete:
   1. Place concrete in compliance with ACI 304R and ACI 304.2R.
   2. Place in a continuous operation within planned joints or sections.
   3. Begin placement when work of other trades affecting concrete is completed.
   4. Place concrete by methods which prevent aggregate segregation.
   5. Do not allow concrete to free fall more than 4 FT.
   6. Where free fall of concrete will exceed 4 FT, place concrete by means of tremie pipe or chute.

E. Consolidation: Consolidate all concrete using mechanical vibrators supplemented with hand rodding and tamping, so that concrete is worked around reinforcement and embedded items into all parts of forms.

F. Protection:
   1. Protect concrete from physical damage or reduced strength due to weather extremes.
   2. In cold weather comply with ACI 306.1 except as modified herein.
      a. Do not place concrete on frozen ground or in contact with forms or reinforcing bars coated with frost, ice or snow.
      b. Minimum concrete temperature at the time of mixing:

OUTDOOR TEMPERATURE AT PLACEMENT (IN SHADE)	CONCRETE TEMPERATURE AT MIXING
Below 30 DEGF	70 DEGF
Between 30-45 DEGF	60 DEGF
Above 45 DEGF	50 DEGF

      c. Do not place heated concrete that is warmer than 80 DEGF.
      d. If freezing temperatures are expected during curing, maintain the concrete temperature at or above 50 DEGF for 7 days or 70 DEGF for 3 days.
      e. Do not allow concrete to cool suddenly.
   3. In hot weather comply with ACI 305.1 except as modified herein.
      a. At air temperature of 90 DEGF and above, keep concrete as cool as possible during placement and curing.
      b. Do not allow concrete temperature to exceed 90 DEGF at placement.
      c. Prevent plastic shrinkage cracking due to rapid evaporation of moisture.

d. Do not place concrete when the actual or anticipated evaporation rate equals or exceeds 0.2 LBS/SF/HR as determined from ACI 305.1, Figure 2.1.5.

G. Curing:
1. Begin curing concrete as soon as free water has disappeared from exposed surfaces.
2. Cure concrete by use of moisture retaining cover, burlap kept continuously wet or by membrane curing compound.
3. Provide protection as required to prevent damage to concrete and to prevent moisture loss from concrete during curing period.
4. Provide curing for minimum of 7 days.
5. Form materials left in place may be considered as curing materials for surfaces in contact with the form materials except in periods of hot weather.
6. In hot weather follow curing procedures outlined in ACI 305.1.
7. In cold weather follow curing procedures outlined in ACI 306.1.
8. Curing vertical surfaces with a curing compound:
a. Cover vertical surfaces with a minimum of two coats of the curing compound.
b. Allow the preceding coat to completely dry prior to applying the next coat.
c. Apply the first coat of curing compound immediately after form removal.
d. Vertical surface at the time of receiving the first coat shall be damp with no free water on the surface.
e. A vertical surface is defined as any surface steeper than 1 vertical to 4 horizontal.

H. Form Removal:
1. Remove forms after concrete has hardened sufficiently to resist damage from removal operations or lack of support.

3.2 CONCRETE FINISHES

A. Tolerances:
1. Class A: 1/8 IN in 10 FT.
2. Class B: 1/4 IN in 10 FT.

B. Surfaces Exposed to View:
1. Provide a smooth finish for exposed concrete surfaces and surfaces that are:
a. To be covered with a coating or covering material applied directly to concrete.
b. Scheduled for grout cleaned finish.
2. Remove fins and projections, and patch voids, air pockets, and honeycomb areas with cement grout.
3. Fill tie holes with nonshrink, nonmetallic grout.

C. Surfaces Not Exposed to View:
1. Patch voids, air pockets and honeycomb areas with cement grout.
2. Fill tie holes with nonshrink, nonmetallic grout.

3.3 GROUT

A. Preparation:
1. Nonshrinking, nonmetallic grout:
a. Clean concrete surface to receive grout.
b. Saturate concrete with water for 24 HRS prior to grouting.

B. Application:
1. Nonshrinking, nonmetallic grout:
a. Mix in a mechanical mixer.
b. Use no more water than necessary to produce flowable grout.
c. Place in accordance with manufacturer's instructions.
d. Completely fill all spaces and cavities below the bottom of baseplates.
e. Provide forms where baseplates and bedplates do not confine grout.
f. Where exposed to view, finish grout edges smooth.

g. Except where a slope is indicated on Drawings, finish edges flush at the baseplate, bedplate, member, or piece of equipment.
h. Protect against rapid moisture loss by covering with wet rags or polyethylene sheets.
i. Wet cure grout for seven (7) days, minimum.

3.4 FIELD QUALITY CONTROL

A. Employ and pay for services of a concrete testing laboratory to perform testing of concrete placed during construction.

B. Concrete Quality Control During Construction:
1. Strength tests:
a. Secure concrete samples in accordance with ASTM C172.
b. Obtain each sample from a different batch of concrete on a random basis.
c. For each strength test mold and cure three cylinders from each sample in accordance with ASTM C31.
1) Record any deviations from requirements on test report.
d. Test cylinders in accordance with ASTM C39.
e. Test one (1) cylinder at seven (7) days.
f. Test two (2) cylinders at 28 days.
2. Provide strength tests as follows:
a. One strength test consisting of 6 IN DIA x 12 IN high cylinders shall be taken:
1) Not less than one (1) test each day concrete placed.
2) Not less than one (1) test for each 50 CY or fraction thereof placed in 1 day.
3) Not less than one (1) test for each type of concrete poured.
4) Not less than one (1) test for each concrete structure exceeding 2 CY in volume.
3. Determine slump of concrete sample for each strength test.
a. Additional slump tests shall be taken if consistency of concrete appears to vary.
b. Determine slump in accordance with ASTM C143.
4. Determine air content of concrete sample for each strength test in accordance with either ASTM C231, ASTM C173, or ASTM C138.
5. Determine temperature of concrete sample for each strength test.
6. Determine unit weight (LB/CF) of fresh lightweight concrete at point of discharge into construction member for each strength test.
7. Submit results of all concrete strength tests to Engineer in writing as soon as tests are completed.

C. Evaluation of Tests:
1. Strength test results:
a. Average of 28-day strength of two cylinders from each sample.
1) If one cylinder manifests evidence of improper sampling, molding, handling, curing or testing, strength of remaining cylinder will be test result.
2) If both cylinders show any of above defects, test will be discarded.

D. Acceptance of Concrete:
1. Strength level of each type of concrete shall be considered satisfactory if both of the following requirements are met:
a. Average of all sets of three consecutive strength tests equals or exceeds the required specified 28-day compressive strength.
b. No individual strength test falls below the required specified 28-day compressive strength by more than 500 PSI.
2. If tests fail to indicate satisfactory strength level, perform additional tests and/or corrective measures as directed by Engineer.
a. Perform additional tests and/or corrective measures at no additional cost to Owner.

E. Concrete tolerances per ACI 117.

END OF SECTION

SECTION 31 23 33
TRENCHING, BACKFILLING, AND COMPACTING FOR UTILITIES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Excavation, trenching, backfilling and compacting for all underground utilities.

B. Related Specification Sections include but are not necessarily limited to:
   1. Section 33 05 23 - Pipeline Undercrossings.

1.2 QUALITY ASSURANCE

A. Referenced Standards:
   1. ASTM International (ASTM):
      a. C33, Standard Specification for Concrete Aggregates.
      b. D698, Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 FT-lbf/ft^3 (600 kN-m/m^3)).
      c. D2321, Standard Practice for Underground Installation of Thermoplastic Pipe for Sewers and Other Gravity-Flow Applications.
      d. D4253, Standard Test Methods for Maximum Index Density and Unit Weight of Soils Using a Vibratory Table.
      e. D4254, Standard Test Methods for Minimum Index Density and Unit Weight of Soils and Calculation of Relative Density.

B. Qualifications: Hire an independent soils laboratory to conduct in-place moisture-density tests for backfilling to assure that all work complies with this Specification Section.

1.3 DEFINITIONS

A. Excavation: All excavation will be defined as unclassified.

1.4 SUBMITTALS

A. Shop Drawings:
   1. See Specification Section 01 33 00 for requirements for the mechanics and administration of the submittal process.
   2. Product technical data including:
      a. Acknowledgement that products submitted meet requirements of standards referenced.
      b. Manufacturer's installation instructions.
   3. Submit respective pipe or conduit manufacturer's data regarding bedding methods of installation and general recommendations.

1.5 SITE CONDITIONS

A. Avoid overloading or surcharge a sufficient distance back from edge of excavation to prevent slides or caving.
   1. Maintain and trim excavated materials in such manner to be as little inconvenience as possible to public and adjoining property owners.

B. Provide full access to public and private premises and fire hydrants, at street crossings, sidewalks and other points as designated by Owner to prevent serious interruption of travel.

C. Protect and maintain bench marks, monuments or other established points and reference points and if disturbed or destroyed, replace items to full satisfaction of Owner and controlling agency.

D. Verify location of existing underground utilities.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Backfill Material:
   1. As approved by Engineer.
      a. Free of rock cobbles, roots, sod or other organic matter, and frozen material.
      b. Moisture content at time of placement: 3 PCT plus/minus of optimum moisture content as specified in accordance with ASTM D698.
   2. Gravel trench backfill materials:
      a. Uniformly graded aggregate –No. 9 Aggregate.
      b. Pit Run Sand (Natural), Manufactured Sand.
      c. Flowable Fill.

B. Bedding Materials:
   1. As approved by the Engineer.
   2. Granular bedding materials:
      a. No. 9 Aggregate – Areas not subject to vehicular traffic.
      b. Dense Graded Aggregate (DGA) – Paved aeras including streets, drives, parking areas, and walks.
   3. Flowable fill:
      a. Description: Flowable fill shall be a mixture of cement, fly ash, fine sand, water, and air having a consistency which will flow under a very low head.
      b. Material characteristics:
         1) The approximate quantities of each component per cubic yard of mixed material shall be as follows:
            a) Cement (Type I or II): 50 LBS.
            b) Fly ash: 200 LBS.
            c) Fine sand: 2,700 LBS.
            d) Water: 420 LBS.
            e) Air content: 10 PCT.
         2) Actual quantities shall be adjusted to provide a yield of 1 cubic yard with the materials used.
         3) Approximate compressive strength should be 85 to 175 PSI.
         4) Fine sand shall be an evenly graded material having not less than 95 PCT passing the No. 4 sieve and not more than 5 PCT passing the No. 200 sieve.
         5) Mixing and handling of the material shall be in accordance with Specification Section 03 09 00.

PART 3 - EXECUTION

3.1 GENERAL

A. Remove and dispose of unsuitable materials as directed by Engineer to site provided by Contractor.

3.2 EXCAVATION

A. Unclassified Excavation: Remove rock excavation, clay, silt, gravel, hard pan, loose shale, and loose stone as directed by Engineer.

B. Excavation for Appurtenances:
   1. 12 IN (minimum) clear distance between outer surface and embankment.

C. Groundwater Dewatering:
   1. Where groundwater is, or is expected to be, encountered during excavation, install a dewatering system to prevent softening and disturbance of subgrade to allow subgrade stabilization, pipe, bedding and backfill material to be placed in the dry, and to maintain a stable trench wall or side slope.

2. Groundwater shall be drawn down and maintained at least 3 FT below the bottom of any trench or manhole excavation prior to excavation.
3. Review soils investigation before beginning excavation and determine where groundwater is likely to be encountered during excavation.
    a. Employ dewatering specialist for selecting and operating dewatering system.
4. Keep dewatering system in operation until dead load of pipe, structure and backfill exceeds possible buoyant uplift force on pipe or structure.
5. Dispose of groundwater to an area which will not interfere with construction operations or damage existing construction.
6. Install groundwater monitoring wells as necessary.
7. Shut off dewatering system at such a rate to prevent a quick upsurge of water that might weaken the subgrade.
8. Cost of groundwater dewatering, if any, shall be the responsibility of the contractor.

D. Trench Excavation:
1. Excavate trenches by open cut method to depth shown on Drawings and necessary to accommodate work.
    a. Support existing utility lines where proposed work crosses at a lower elevation.
        1) Stabilize excavation to prevent undermining of existing utility.
2. Open trench outside buildings, units, and structures:
    a. No more than the distance between two manholes, structures, units, or 300 LF, whichever is less.
    b. Field adjust limitations as weather conditions dictate.
3. Trenching within buildings, units, or structures:
    a. No more than 100 LF at any one time.
4. Any trench or portion of trench, which is opened and remains idle for seven (7) calendar days, or longer, as determined by the Owner, may be directed to be immediately refilled, without completion of work, at no additional cost to Owner.
    a. Said trench may not be reopened until Owner is satisfied that work associated with trench will be prosecuted with dispatch.
5. Observe following trenching criteria:
    a. Trench size:
        1) Excavate width to accommodate free working space.
        2) Maximum trench width at top of pipe or conduit may not exceed outside diameter of utility service by more than the following dimensions:

OVERALL DIAMETER OF UTILITY SERVICE	EXCESS DIMENSION
33 IN and less	18 IN
more than 33 IN	24 IN

        3) Cut trench walls vertically from bottom of trench to 1 FT above top of pipe, conduit, or utility service.
        4) Keep trenches free of surface water runoff.
            a) Include cost in Bid.
            b) No separate payment for surface water runoff pumping will be made.

E. Flowable Fill:
1. Flowable fill shall be:
    a. Discharged from a mixer by any means acceptable to the Engineer into the area to be filled.
    b. Placed in 4 FT maximum lifts to the elevations indicated.
        1) Allow 12 HR set-up time before placing next lift or as approved by the Engineer.

2) Contractor shall place flowable fill lifts in such a manner as to prevent flotation of the pipe.

2. Flowable fill shall not be placed on frozen ground.
3. Subgrade on which flowable fill is placed shall be free of disturbed or softened material and water.
4. Flowable fill batching, mixing, and placing may be started if weather conditions are favorable, and the air temperature is 34 DEGF and rising.
5. At the time of placement, flowable fill must have a temperature of at least 40 DEGF.
6. Mixing and placing shall stop when the air temperature is 38 DEGF or less and falling.
7. Each filling stage shall be as continuous an operation as is practicable.
8. Contractor shall prevent traffic contact with flowable fill for at least 24 HRS after placement or until flowable fill is hard enough to prevent rutting by construction equipment.
9. Flowable fill shall not be placed until water has been controlled or groundwater level has been lowered in conformance with the requirements of the preceding Groundwater Dewatering paragraph in PART 3 of this Specification Section.

3.3 PREPARATION OF FOUNDATION FOR PIPE LAYING

A. Over-Excavation:
   1. Backfill and compact to 90 PCT of maximum dry density per ASTM D698.
   2. Backfill with granular bedding material as option.

B. Rock Excavation:
   1. Excavate minimum of 4 IN below bottom exterior surface of the pipe or conduit.
   2. Backfill to grade with suitable earth or granular material.
   3. Form bell holes in trench bottom.

C. Subgrade Stabilization:
   1. Stabilize the subgrade when directed by the Owner.
   2. Observe the following requirements when unstable trench bottom materials are encountered.
      a. Notify Owner when unstable materials are encountered.
         1) Define by drawing station locations and limits.
      b. Remove unstable trench bottom caused by Contractor failure to dewater, rainfall, or Contractor operations.
         1) Replace with subgrade stabilization with no additional compensation.

3.4 BACKFILLING METHODS

A. Do not backfill until tests to be performed on system show system is in full compliance with specified requirements.

B. Carefully Compacted Backfill:
   1. Furnish where indicated on Drawings, specified for trench embedment conditions and for compacted backfill conditions up to 12 IN above top of pipe or conduit.
   2. Comply with the following:
      a. Place backfill in lifts not exceeding 8 IN (loose thickness).
      b. Hand place, shovel slice, and pneumatically tamp all carefully compacted backfill.
      c. Observe specific manufacturer's recommendations regarding backfilling and compaction.
      d. Compact each lift to specified requirements.

C. Common Trench Backfill:
   1. Perform in accordance with the following:
      a. Place backfill in lift thicknesses capable of being compacted to densities specified.
      b. Observe specific manufacturer's recommendations regarding backfilling and compaction.
      c. Avoid displacing joints and appurtenances or causing any horizontal or vertical misalignment, separation, or distortion.

D. Water flushing for consolidation is not permitted.

3.5 COMPACTION

A. General:
   1. Place and assure bedding, backfill, and fill materials achieve an equal or higher degree of compaction than undisturbed materials adjacent to the work.
   2. In no case shall degree of compaction below minimum compactions specified be accepted.

B. Compaction Requirements:
   1. Unless noted otherwise on Drawings or more stringently by other Specification Sections, comply with following minimum trench compaction criteria.
      a. Bedding material:

LOCATION	SOIL TYPE	COMPACTION DENSITY
All locations	Cohesionless soils	75 percent relative density by ASTM D4253 and ASTM D4254

      b. Carefully compacted backfill:

LOCATION	SOIL TYPE	COMPACTION DENSITY
All applicable areas	Cohesive soils	95 PCT of maximum dry density by ASTM D698
	Cohesionless soils	75 percent relative density by ASTM D4253 and ASTM D4254

      c. Toe drain bedding and backfill:

LOCATION	SOIL TYPE	COMPACTION DENSITY
All locations	Cohesionless soils	60 PCT relative density by ASTM D4253 and ASTM D4254

      d. Common trench backfill:

LOCATION	SOIL TYPE	COMPACTION DENSITY
Under pavements, roadways, surfaces within highway right-of-ways	Cohesive soils	95 PCT of maximum dry density by ASTM D698
	Cohesionless soils	60 percent of relative density by ASTM D4253 and ASTM D4254
Under turfed, sodded, plant seeded, nontraffic areas	Cohesive soils	85 PCT of maximum dry density by ATM D698
	Cohesionless soils	40 percent of relative density by ASTM D4253 and ASTM D4254

3.6 FIELD QUALITY CONTROL

A. Testing:
   1. Perform in-place moisture-density tests as directed by the Owner.
   2. Perform tests through recognized testing laboratory approved by Owner.
   3. Costs of tests paid by Contractor.
   4. Perform additional tests as directed until compaction meets or exceeds requirements.
   5. Reference to Engineer in this Specification Section will imply Geotechnical Engineer when employed by Owner and directed by Engineer to undertake necessary inspections as approvals as necessary.
   6. Assure Owner has immediate access for testing of all soils related work.

7. Ensure excavations are safe for testing personnel.

END OF SECTION

SECTION 32 92 00
SEEDING, SODDING AND LANDSCAPING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Seeding, sodding and landscape planting:
      a. Soil preparation.
      b. Lawn-type seeding.

1.2 QUALITY ASSURANCE

A. Referenced Standards:
   1. American Nursery and Landscape Association/American National Standards Institute (ANLA/ANSI):
      a. Z60.1, American Standard for Nursery Stock.
   2. AOAC International (AOAC).
   3. ASTM International (ASTM):
      a. D2028, Standard Specification for Cutback Asphalt (Rapid-Curing Type).
      b. D5276, Standard Test Method for Drop Test of Loaded Containers by Free Fall.

1.3 SUBMITTALS

A. Shop Drawings:
   1. See Specification Section 01 33 00 for requirements for the mechanics and administration of the submittal process.
   2. Product technical data including:
      a. Acknowledgement that products submitted meet requirements of standards referenced.
      b. Manufacturer's installation instructions.
      c. Signed copies of vendor's statement for seed mixture required, stating botanical and common name, place of origin, strain, percentage of purity, percentage of germination, and amount of Pure Live Seed (PLS) per bag.
      d. Source and location of sod, plants, and plant material, as per Paragraph 3.3A.
   3. Certification that each container of seed delivered will be labeled in accordance with Federal and State Seed Laws and equals or exceeds Specification requirements.

PART 2 - PRODUCTS

2.1 MANUFACTURERS AND SUPPLIERS

A. Subject to compliance with the Contract Documents, the manufacturers and suppliers listed in the applicable Articles below are acceptable.

2.2 MATERIALS

A. Seed Quality:
   1. Fresh, clean, new-crop seed labeled in accordance with USDA Rules and Regulations under the Federal Seed Act in effect on date of bidding.
   2. Provide seed of species, proportions, and minimum percentages of purity, germination and maximum percentage of weed seed as specified.

B. Lawn-Type Seed Mixture:

BOTANICAL AND COMMON NAME	PERCENT BY WEIGHT (PLS)	MINIMUM PERCENT GERMINATION	MINIMUM PERCENT PURITY
Kentucky Bluegrass (Poa pratensis)	60	85	95
Fescue, Tall, KY 31 (Festura arundiancea 'KY 31 FT)	30	85	98
Ryegrass, Perennial (Lolium perenne)	10	90	95

C. Pasture Seeding:

BOTANICAL AND COMMON NAME	MINIMUM PERCENT GERMINATION	MINIMUM PERCENT PURITY	LBS PLS PER ACRE
Smooth Brome Grass (Bromus inermis 'Leyss')	80	90	14
Fescue, Tall, KY 31(Festura arundiancea 'KY 31 FT)	90	98	2.5
Switchgrass (Panicum virgatum)	90	95	3.5

D. Native Grass Seeding: Certified seed of locally adapted strains.

E. Water:
1. Water free from substances harmful to grass or sod growth.
2. Provide water from source approved prior to use.

PART 3 - EXECUTION

3.1 SOIL PREPARATION

A. General:
1. Limit preparation to areas which will be planted soon after.
2. Provide facilities to protect and safeguard all persons on or about premises.
3. Protect existing trees designated to remain.
4. Verify location and existence of all underground utilities.
   a. Take necessary precaution to protect existing utilities from damage due to construction activity.
   b. Repair all damages to utility items at sole expense.
5. Contractor to be responsible for vandalism until acceptance of work in whole or in part.

B. Preparation for Lawn-Type Seeding, Sprigging, Plugging or Sodding:
1. Loosen surface to minimum depth of 4 IN.
2. Remove stones over 1 IN in any dimension and sticks, roots, rubbish, and other extraneous matter.
3. Prior to applying fertilizer, loosen areas to be seeded with a double disc or other suitable device if the soil has become hard or compacted.
4. Correct any surface irregularities in order to prevent pocket or low areas which will allow water to stand.
5. Distribute fertilizer uniformly over areas to be seeded:
   a. For lawn-type seeding: 30 LBS per 1000 SQFT.
   b. For pasture seeding: 200 LBS per acre.
6. Incorporate fertilizer into soil to a depth of at least 2 IN by disking, harrowing, or other approved methods.
7. Remove stones or other substances from surface which will interfere with turf development or subsequent mowing operations.

8. Grade lawn areas to a smooth, even surface with a loose, uniformly fine texture.
    a. Roll and rake, remove ridges and fill depressions, as required to meet finish grades.
    b. Limit fine grading to areas which can be planted soon after preparation.
9. Restore lawn areas to specified condition if eroded or otherwise disturbed after fine grading and before planting.

3.2 INSTALLATION

A. Lawn-Type and Pasture Seeding:
1. Do not use seed which is wet, moldy, or otherwise damaged.
2. Perform seeding work from April 20 to May 15 for spring planting, and August 1 to September 15 for fall planting, unless otherwise approved by Engineer.
3. Employ satisfactory methods of sowing using mechanical power-driven drills or seeders, or mechanical hand seeders, or other approved equipment.
4. Distribute seed evenly over entire area at rate of application not less than 4 LBS (PLS) of seed per 1000 SQFT, 50 PCT sown in one direction, remainder at right angles to first sowing.
5. Stop work when work extends beyond most favorable planting season for species designated, or when satisfactory results cannot be obtained because of drought, high winds excessive moisture, or other factors.
    a. Resume work only when favorable conditions develop.
6. Lightly rake seed into soil followed by light rolling or cultipacking.
7. Immediately protect seeded areas against erosion by mulching.
    a. Spread mulch in continuous blanket using 1-1/2 tons per acre to a depth of 4 or 5 straws.
8. Protect seeded slopes against erosion with erosion netting or other methods approved by Engineer.
    a. Protect seeded areas against traffic or other use by erecting barricades and placing warning signs.
9. Immediately following spreading mulch, anchor mulch using an approved method.

3.3 MAINTENANCE AND REPLACEMENT

A. General:
1. Begin maintenance of planted areas immediately after each portion is planted and continue until final acceptance or for a specific time period as stated below, whichever is the longer.
2. Provide and maintain temporary piping, hoses, and watering equipment as required to convey water from water sources and to keep planted areas uniformly moist as required for proper growth.
3. Protection of new materials:
    a. Provide barricades, coverings or other types of protection necessary to prevent damage to existing improvements indicated to remain.
    b. Repair and pay for all damaged items.
4. Replace unacceptable materials with materials and methods identical to the original specifications unless otherwise approved by the Engineer.

B. Seeded or Sodded Lawns:
1. Maintain seeded lawns: 90 days, minimum, after installation and review of entire project area to be planted.
2. Maintenance period begins at completion of planting or installation of entire area to be seeded or sodded.
3. Engineer will review seeded or sodded lawn area after installation for initial acceptance.
4. Maintain lawns by watering, fertilizing, weeding, mowing, trimming, and other operations such as rolling, regrading, and replanting as required to establish a smooth, uniform lawn, free of weeds and eroded or bare areas.
5. Lay out temporary lawn watering system and arrange watering schedule to avoid walking over muddy and newly seeded areas.

a. Use equipment and water to prevent puddling and water erosion and displacement of seed or mulch.

6. Remulch with new mulch in areas where mulch has been disturbed by wind or maintenance operations sufficiently to nullify its purpose.
   a. Anchor as required to prevent displacement.
7. Unacceptable plantings are those areas that do not meet the quality of the specified material, produce the specified results, or were not installed to the specified methods.
8. Replant bare areas using same materials specified.
9. Engineer will review final acceptability of installed areas at end of maintenance period.
10. Maintain repaired areas until remainder of maintenance period or approved by Engineer, whichever is the longer period.

END OF SECTION

SECTION 33 05 15
PRECAST CONCRETE UTILITY STRUCTURES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Precast concrete utility structures and appurtenant items.
      a. Air release valve vaults.
   2. Design and fabrication of precast concrete utility structures.

B. Related Specification Sections include but are not necessarily limited to:
   1. Section 03 09 00 - Concrete.

1.2 QUALITY ASSURANCE

A. Referenced Standards:
   1. ASTM International (ASTM):
      a. C857, Standard Practice for Minimum Design Loading for Underground Precast Concrete Utility Structures.
      b. C858, Standard Specification for Underground Precast Concrete Utility Structures.
      c. C890, Standard Practice for Minimum Structural Design Loading for Monolithic or Sectional Precast Concrete Water and Wastewater Structures.
      d. C990, Standard Specification for Joints for Concrete Pipe, Manholes, and Precast Box Sections Using Preformed Flexible Joint Sealants.
      e. D1227, Standard Specification for Emulsified Asphalt Used as a Protective Coating for Roofing.

1.3 SUBMITTALS

A. Shop Drawings:
   1. See Specification Section 01 33 00 for requirements for the mechanics and administration of the submittal process.
   2. Product technical data including:
      a. Acknowledgement that products submitted meet requirements of standards referenced.
      b. Manufacturer's installation instructions.
   3. Concrete mix design(s):
      a. Include submittal information defined in Specification Section 03 09 00.
      b. Certification in accordance with ASTM C858, Section 12.
   4. Fabrication and/or layout drawings:
      a. Include detailed diagrams of utility structures showing typical components and dimensions, reinforcement, and other details.
      b. Itemize, on separate schedule, elevations or sectional breakdown of each utility structure with all components and refer to drawing identification number or notation.
      c. Indicate required penetration details for all piping entering each structure.

1.4 SITE CONDITIONS

A. Design groundwater elevation for precast structure design shall be the 100-year flood elevation shown on the Contract Documents.
   1. If the 100-year flood elevation is not shown on the Contract Documents, the design groundwater elevation shall be equal to the ground surface elevation at the structure.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Subject to compliance with the Contract Documents, the following manufacturers are acceptable:
   1. Concrete Valve Vault
      a. Valve vaults shall conform, in shape, size, dimensions, materials, and other respects, to the details indicated on the drawings.
      b. Oldcastle Infrastructure
      c. Or approved equivalent.
   2. Manhole rings, covers and frames:
      a. Manhole rings, covers and frames shall conform, in shape, size, dimensions, materials, and other respects, to the details indicated on the drawings.
      b. Neenah Foundry.
      c. Deeter Foundry.
      d. J.R. Hoe.
   3. Manhole steps:
      a. M. A. Industries.
      b. Neenah Foundry.
      c. Deeter Foundry.
   4. Black mastic joint compound:
      a. Kalktite 340.
      b. Tufflex.
      c. Plastico.
   5. Premolded joint sealant:
      a. NPC Bidco, Inc., C-56.
      b. Ram-Nek, Henry Co.
      c. EZ-Stik, Press-Seal Gasket Corp.
      d. CS-102, Conseal.
   6. Elastomeric joint seals:
      a. Kent Seal.
   7. Emulsified fibrated asphalt compound:
      a. Sonneborn Hydrocide 700B Semi-Mastic.

2.2 PRECAST UTILITY STRUCTURE COMPONENTS

A. Provide utility structures with interior dimensions as shown on the Drawings.

B. Provide the following components for each utility structure:
   1. Precast base section with integral or cast in place base slab.
   2. Precast wall section(s).
   3. Precast flat top.
      a. Where reinforcement is shown for top slab, furnish slab with reinforcing as designed, but not less than reinforcing shown on Drawings.

C. Provide openings and appurtenances as shown on Drawings.
   1. Manhole frames and covers:
      a. Cast frames into top slab.

D. Concrete:
   1. Conform to requirements of Specification Section 03 09 00.
   2. Conform to requirements of ASTM C858, where stricter than Specification Section 03 09 00.fc
      a. Minimum 28-day compressive strength 4500 PSI.
      b. All portions of precast utility structure are considered to be exposed to freeze-thaw cycles.

E. Joints:
   1. Joints of precast riser and top sections:
      a. Preformed flexible joint sealants: ASTM C990.
   2. Pipe and conduit entry for utility structures.

F. Coatings:
   1. Vertical wall surfaces:
      a. Emulsified fibrated asphalt compound meeting ASTM D1227 Type I for all vertical wall exterior surfaces.

2.3 DESIGN

A. General Design Requirements:
   1. Design precast units and appurtenances in accordance with ASTM C858.
      a. Notify Engineer and furnish cast-in-place structures if sizes of precast utility structures shown on Drawings can not be designed or fabricated.

B. Design loads:
   1. Design precast units for all loads and load cases described in ASTM C857, with the following values and selections:
      a. Minimum uniform live load for exposed roof slabs shall be 150 psf.
      b. Wheel loads shall be considered.
         1) Use wheel load designation A-16 (HS20-44) as shown in ASTM C857, Table 1.
         2) Wheel loads and uniform live load do not act concurrently.
      c. Unit weight of soil W shall be taken as no less than 100 LB/CU FT.
      d. Minimum lateral soil pressure coefficient (K_0): 0.50.

C. Specific Design Requirements:
   1. Out-of-plane shear:
      a. Out-of-plane shear shall be shown in the calculations.
      b. Wall thickness shall be determined based on meeting design requirements for out-of-plane shear resulting from soil and groundwater loads.
      c. Wall sections shall be designed as one-way spans between corners for calculation of out-of-plane shear. Transfer of shear or bending load shall not be considered to be transferred across joints between precast units or between walls and slabs, unless unit as integrally cast together.
      d. Use of shear steel reinforcement to increase out-of-plane shear capacity shall be prohibited.
   2. Design precast units taking into account reduced cross section at openings and penetrations.
   3. Structure shall be checked for buoyancy.
      a. The minimum factor of safety for uplift with the design groundwater elevation shall be 1.25, unless a larger factor of safety is required by the local governing body or Building Code.
      b. The minimum factor of safety for uplift at the fully submerged condition shall be no less than 1.0
      c. If the buoyant weight of soil above base slab extensions beyond the external dimensions of the structure is used to resist uplift, the volume of soil considered to resist uplift shall be limited to soil within the vertical projection of the edge of the base slab extensions.

PART 3 - EXECUTION

3.1 PRECAST UTILITY STRUCTURE CONSTRUCTION

A. Build each structure to dimensions shown on plans and at such elevation that pipe sections built into wall of structure will be true line of pipe extensions.

B. For all horizontal mating surfaces between precast concrete units, apply premolded flexible joint sealant to clean mating surfaces in accordance with sealant manufacturer's written instructions. Apply sufficient pressure to each concrete unit to seat unit in sealant.

C. Seal all pipe penetrations in manhole.
   1. Where post-installed seals are permitted, form pipe openings smooth and well-shaped.
   2. After installation, seal exterior of penetration with non-shrink grout.
   3. After grout cures, wire brush smooth and apply two coats emulsified fibrated asphalt compound to minimum wet thickness of 1/8 IN to ensure complete seal.

D. Set top slab level to elevation shown on Drawings.

3.2 FIELD QUALITY CONTROL

A. Any proposed repairs of precast components or structures shall be submitted to Engineer for approval.

B. No leakage that includes visible flow through joints between precast concrete sections or through pipe penetrations shall be permitted.

C. Damp spots on interior wall surfaces shall be considered leakage and shall not be permitted.
   1. Damp spots shall be defined as spots where moisture from a source outside the structure can be picked up on a dry hand.
   2. Locate the source of water movement through the wall and permanently seal.

END OF SECTION

SECTION 33 05 23
PIPELINE UNDERCROSSINGS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Construction of pipe undercrossings.
   2. Requirements for work on and affecting the railroad right-of-way (if applicable).

1.2 SUBMITTALS

A. Shop Drawings:
   1. Product technical data including:
      a. Acknowledgement that products submitted meet requirements of standards referenced.
      b. Manufacturer's installation instructions.
      c. Compliance with submittal requirements of railroad having jurisdiction over undercrossing.
      d. Track Monitoring Plan, as applicable (See Subpart 3.3)
      e. Ground Monitoring and Contingency Plans, as applicable (see Subpart 3.3)
      f. Shoring Plans and Calculations (See Subpart 3.11)

1.3 QUALITY ASSURANCE

A. Referenced Standards:

   1. Norfolk Southern Railroad (NS) Specifications for Pipeline Occupancy of Norfolk Southern Corporation Property, NSCE-8.

   2. ASTM International (ASTM), A139 Standard Specification for Electric-Fusion (ARC) welded steel pipe.

   3. AREMA, American Railway Engineering and Maintenance – Right-of-Way Association, publications and recommended practices.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Casing Pipe:
   1. Structural grade steel: New Grade B Steel Pipe, meeting the ASTM A139 standard, minimum yield strength of 35,000 PSI or greater as required by the permits.
   2. Wall thickness: Minimum 0.375 IN or greater as required by the permits. For railroad crossing, minimum wall thickness of 0.532 IN.
   3. Diameter: Minimum of 4 IN larger than outside diameter of carrier pipe's jointing system.
   4. Joints between sections of pipe shall be fully welded around the complete circumference of the pipe.

B. Casing Spacers:

   1. Polyethylene, Raci Spacers or equivalent.

   2. Seal both ends of casing pipe to outside of carrier pipe to prevent entrance of foreign material but allow leakage to pass in the event of a carrier break.

C. End Seals:

   1. Link-Seal or equivalent.

D. Marker Posts or Signs:

1. All crossings shall be prominently marked at right-of-way lines (or both sides of crossing) by durable, weatherproof marker posts or signs located over the centerline of the pipe. Signs shall show the following:

    a. Name and address of applicant

    b. Contents of pipe

    c. Pressure in pipe

    d. Emergency telephone number

PART 3 - EXECUTION

3.1 GENERAL REQUIREMENTS

A. Casing pipe shall be so constructed as to prevent leakage of any substance from the casing throughout its length. For railroad crossings, casing shall be installed so as to prevent the formation of a waterway under the railroad, and with an even bearing throughout its length, and shall slope to one end.

B. The inside diameter of the casing pipe shall be such as to allow the carrier pipe to be removed subsequently without disturbing the casing or the roadbed. For steel pipe casings, the inside diameter of the casing pipe shall be at least 4 inches greater than the largest outside diameter of the carrier pipe joints or couplings.

C. A maximum vertical deflection of the casing pipe of 3 percent of its diameter, plus ½ inch clearance shall be provided so that no loads from the roadbed, track, traffic or casing pipe itself are transmitted to the carrier pipe. When insulators are used on the carrier pipe, the inside diameter of the flexible casing pipe shall be at least 4 ½ inches greater than the outside of the carrier pipe.

3.2 INSTALLATION

A. General:
1. Install undercrossing to meet requirements of authority or agency having jurisdiction over undercrossing.
2. Observe work requirements stipulated in any permit condition.
3. Consult Contract Drawings for limitation of construction right-of-way.

B. If installation of crossing is by jacking or dry boring, the following will be required unless more rigid requirements are specified by the authority or agency having jurisdiction over the crossing:
1. Pressure grout all voids outside of casing, including abandoned or misaligned holes.
2. Undercrossing casing:
    a. Full lengths.
    b. Weld pressure tight.
3. After casing is installed, use casing spacers with each length of carrier pipe to prevent displacement and pull pipe into place. Refer to drawings for maximum spacing.
    a. Pipe must be straight and centered in casing when in place.
4. Coordinate connections to system with authority or agency having jurisdiction over the crossing.

3.3 TRACK AND GROUND MONITORING – RAILROAD CROSSINGS (IF APPLICABLE)

A. General track and ground monitoring requirements:

1. General requirements:
    a. Temporary lighting may be required by the railroad to identify tripping hazards to train crewmen and other railroad personnel.
    b. Any excavation, holes or trenches on the railroad property shall be covered, guarded and/or protected. Handrails, fence, or other barrier methods must meet OSHA and FRA

requirements.

2. Track and ground monitoring are required as follows:
   a. For crossings up to 25 feet below base of rail for 36-inch encasement pipe.
   b. For shoring within theoretical embankment line (Zone 1) of any track.
   c. Additional monitoring may be required by the railroad on a case by case basis.
3. Monitoring schedule
   a. Monitoring shall commence once any construction activity is begun within Zone 1. Refer to railroad requirements.
   b. Monitoring shall continue through completion of installation and may be required after completion for a period of time determined by NS or its representative.

B. Track Monitoring

1. Track Deflection Limits
2. Targets
   a. Track monitoring shall not require track access other than to place the track monitoring targets.
   b. Monitoring targets should be placed such that monitoring is possible when a train is present. However, monitoring during the passing of a train is not required as the train will temporarily deflect the track.
   c. Adhesive backed reflective targets may be attached to the side of the rail temporarily. Targets should be removed once monitoring phase is complete.
3. Monitoring Plan
4. If the top of rail does deflect more than values listed below, all operations shall stop until the matter is resolved.
   a. Track monitoring values for Class 3 through Class 4:
      1. Threshold value = 1/8 inch permanent vertical or horizontal deflection
      2. Installation Shutdown value = ¼ inch permanent vertical or horizontal deflection
   b. Track monitoring values for Class 1 through Class 2:
      1. Threshold value = ¼ inch permanent vertical or horizontal deflection
      2. Installation Shutdown value = ½ inch permanent vertical or horizontal deflection
   c. Provide established contingency plan, per railroad requirements, in the event of ground loss and/or the rail deviates ¼ inch vertical or horizontal
   d. Establish a benchmark in the vicinity of the construction. Establish locations for shooting elevations on the top of rail at each area of construction.
      1. Example locations for shooting rail elevation would be at:
         * At the centerline of an under track crossing.
         * At both outside edges of the crossing i.e. for a wide excavation.
         * At multiple locations from the crossing/excavation edge but not less than 10, 20, 30, 40 and 50 feet from the crossing.
   e. Monitoring shall be continuous and recorded in a field logbook dedicated for this purpose. Copies of these field log entries can be made available to all concerned parties upon request at any time during construction.

C. Ground Monitoring

1. Provide means for monitoring ground settlement. Submit monitoring plan for railroad review.
2. Ground monitoring points should be in alignment above the proposed construction activities.

D. Contingency Plans

1. The Contractor shall supply Contingency Plan(s), which anticipate reaching the Threshold and Installation Shutdown values, for all construction activities which may result in horizontal and/or vertical track deflection.
   a. Track monitoring values for Class 3 through Class 4:
      1. Threshold value = 1/8 inch permanent vertical or horizontal deflection
      2. Installation Shutdown value = ¼ inch permanent vertical or horizontal deflection
   b. Track monitoring values for Class 1 through Class 2:

1. Threshold value = ¼ inch permanent vertical or horizontal deflection
2. Installation Shutdown value = ½ inch permanent vertical or horizontal deflection

2. The Contingency Plans shall provide means and methods, with options if necessary.
3. The Contractor should anticipate the need to implement each Contingency Plan with required materials, equipment and personnel.
   a. Once the Threshold value is met, the contractor shall determine the appropriate Contingency Plan(s) and immediately discuss this plan with, and receive approval confirmation from, the railroad.
   b. Once the Installation Shutdown value is exceeded all project work shall stop and the chosen Contingency Plan shall commence.
      1. The railroad may choose to allow and/or require the immediate implementation of specific approved Contingency Plans, submitted by the contractor, once the Installation Shutdown value is exceeded.

3.4 BORE AND JACK INSTALLATION (STEEL PIPE) – RAILROAD CROSSING (IF APPLICABLE)

A. This method consists of pushing the pipe into the earth with a boring auger rotating within the pipe to remove the spoil.

B. The boring operation shall be progressed on a 24-hour basis without stoppage in Zone 1, 2, and 3 as indicated in Norfolk Southern (NS) Plate VIII (except for adding lengths of pipe) until the leading edge of the pipe has reached the receiving pit.

C. The front of the pipe shall be provided with mechanical arrangements or devices that will positively prevent the auger from leading the pipe so that no unsupported excavation is ahead of the pipe.

D. The auger and cutting head arrangement shall be removable from within the pipe in the event an obstruction is encountered. If the obstruction cannot be removed without excavation in advance of the pipe, the pipe shall be abandoned in place and immediately filled with grout. A new installation procedure and revised plans must be approved by NS before work can resume.

E. The over-cut by the cutting head shall not exceed the outside diameter of the pipe by more than ½ inch. If voids should develop or if the bored hole diameter is greater than the outside diameter of the pipe (plus coating) by more than approximately 1 inch, grouting or other methods approved by NS, shall be employed to fill such voids.

F. The face of the cutting head shall be arranged to provide a reasonable obstruction to the free flow of soft or poor material.

G. Plans and description of the arrangement to be used shall be submitted to NS for approval and no work shall proceed until such approval is obtained.

H. Any method that employs simultaneous boring and jacking for pipes over 8 inches in diameter that does not have the above approved arrangement **will not be permitted.**

3.5 GROUTING – RAILROAD CROSSING (IF APPLICABLE)

A. For jacked and tunneled installations, a uniform mixture of 1:6 (cement: sand) cement grout shall be placed under pressure through the grout holes to fill any voids which exist between the pipe or liner plate and the undisturbed earth.

B. Grouting shall start at the lowest hole in each grout panel and proceed upwards simultaneously on both side of the pipe.

C. A threaded plug shall be installed in each grout hole as the grouting is completed at that hole.

3.6 SOIL STABILIZATION – RAILROAD CROSSING (IF APPLICABLE)

A. Pressure grouting of the soils or freezing of the soils before jacking, boring, or tunneling may be required at the direction of the railroad to stabilize the soils, control water, prevent loss of material and prevent settlement or displacement of embankment. Grout shall be cement, chemical or other special injection material selected to accomplish the necessary stabilization.

B. The materials to be used and the method of injection shall be prepared by a Registered Professional Soils Engineer or by an experienced and qualified company specializing in this work and submitted for approval to the railroad before the start of work. Proof of experience and competency shall accompany the submission.

3.7 DEWATERING – RAILROAD CROSSING (IF APPLICABLE)

A. When water is known or expected to be encountered, pumps of sufficient capacity to handle the flow shall be maintained at the site, provided the contractor has received approval from the railroad to operate them. Pumps in operation shall be constantly attended on a 24-hour basis until, in the sole judgement of the railroad, the operation can be safely halted. When dewatering, close observation shall be maintained to detect any settlement or displacement of railroad embankment, tracks, and facilities.

3.8 SAFETY REQUIREMENTS – RAILROAD CROSSING (IF APPLICABLE)

A. All operations shall be conducted so as not to interfere with, interrupt, or endanger the operation of trains nor damage, destroy, or endanger the integrity of railroad facilities. All work on or near the railroad property shall be conducted in accordance with the railroad safety rules and regulations. The contractor shall secure and comply with the railroad safety rules and shall give written acknowledgement to the railroad that they have been received, read, and understood by the contractor and its employees. Operations will be subject to the railroad monitoring at any and all times.

B. All cranes, lifts, or other equipment that will be operated in the vicinity of the railroad's electrification and power transmission facilities shall be electrically grounded as directed by the railroad.

C. At all times when the work is being progressed, a field supervisor for the work with no less than twelve (12) months experience in the operation of the equipment being used shall be present. If boring equipment or similar machines are being use, the machine operator also shall have no less than twelve (12) months experience in the operation of the equipment being used.

D. Whenever equipment or personnel are working closer than 15 feet from the centerline of an adjacent track, that track shall be considered as being obstructed. Insofar as possible, all operations shall be conducted no less than this distance. Operations closer than 15 feet from the centerline of a track shall be conducted only with the permission of, and as directed by, a duly qualified railroad employee or an authorized railroad representative present at the site of the work.

E. Construction near switching areas may require lighting.

F. Crossing of tracks at grade by equipment and personnel is prohibited except by prior arrangement with and as directed by the railroad.

3.9 BLASTING

A. Blasting will not be permitted.

3.10 PROTECTION OF DRAINAGE FACILITIES – RAILROAD CROSSING (IF APPLICABLE)

A. If, in the course of construction, it may be necessary to block a ditch, pipe or other drainage facility, temporary pipes, ditches or other drainage facilities shall be installed to maintain adequate drainage, as approved by the railroad. Upon completion of the work, the temporary facilities shall be removed, and the permanent facilities restored.

B. Soil erosion methods shall be used to protect railroad ditches and other drainage facilities during construction on and adjacent to the railroad right-of-way.

3.11 SUPPORT OF EXCAVATION ADJACENT TO TRACK – RAILROAD CROSSING (IF APPLICABLE)

A. Launching and Receiving Pits

1. The face of all pits shall be located a minimum of 25 feet from centerline of adjacent track, **measured at right angles to track** unless otherwise approved by the railroad.
2. The railroad Typical Drawing No. 4 – Shoring Requirements shall govern the limits and type of required excavation support.
3. All plans and calculations for shoring shall be prepared, signed and sealed by a Registered Professional Engineer licensed in the state of the project. The Engineer will be responsible for the accuracy for all controlling dimensions as well as the selection of soil design values which will accurately reflect the actual field conditions.
4. The plans shall contain details of the shoring system showing sizes of all structural members, details of connection, and embedment depth. The plans shall include a plan view showing all the proposed excavations and distances from centerline of track to face of excavation. Plans shall show a section normal to the track showing the shoring location relative to the centerline of track and showing the height of sheeting and track elevation in relation to the bottom of excavation. The plans must be complete and accurately describe the nature of the work.
5. Shoring in Zone 1 or 2, AREMA recommended practice is to be used for design. No increase in temporary stresses is permitted. Refer to AREMA Load Section.
6. Design shall include 2 feet of spoils adjacent to the shoring and the first 1 foot below the dredge line is to be neglected for passive resistance.
7. Shoring location in Zone 2 as shown on the railroad Typical Drawing No. 4 – Shoring Requirements shall be designed using interlocking sheeting. Soldier piles and lagging will be considered only when its use is specifically approved by the railroad. Consideration for the use of soldier piles and lagging will only be made if the required penetration of steel sheet piling cannot be obtained and when dry, stable material will be encountered.
8. All excavations with the limits shown on railroad Typical Drawing No. 4 – Shoring Requirements shall be designed for railroad live load surcharge. All shoring designed for railroad live load surcharge shall be based on Cooper's E-80 live load. AREMA Chapter 8, Part 20, Section 3, Paragraph 2(b), refers to the Boussinesq equation as a method to determine lateral pressure values for railroad surcharge loading. The railroad Typical Drawing No. 5 - Shoring Design Guide – Lateral Pressures from Train Loads indicates the lateral pressures associated with various depths of excavation and distances from centerline of track as determined by the Boussinesq equation.
9. Calculations for the proposed shoring shall include deflection calculations. The maximum deflection for excavations within 18'-0" of the centerline of the nearest tack shall be 3/8". For all other cases, the max deflections shall not exceed ½".
10. Railings shall be constructed around all excavations on railroad property. Walkways with railings shall be constructed over open excavations adjacent to the tracks located within the normal walkway. Refer to AREAMA Section 15 for walkway and railing design criteria. Railings shall not be closer than 10'-0" horizontally from centerline of track. Railing shall be indicated on plans submitted for railroad acceptance.
11. Railroad approval is required prior to beginning any excavation.

END OF SECTION

SECTION 40 05 00
PIPE AND PIPE FITTINGS: BASIC REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Utility piping systems.

B. Related Specification Sections include but are not necessarily limited to:
   1. Division 00 - Procurement and Contracting Requirements.
   2. Division 01 - General Requirements.
   3. Section 31 23 33 - Trenching, Backfilling, and Compacting for Utilities.
   4. Section 40 05 51 - Valves: Basic Requirements.

1.2 QUALITY ASSURANCE

A. Referenced Standards:
   1. ASTM International (ASTM):
   2. American Water Works Association (AWWA):
   3. American Water Works Association/American National Standards Institute (AWWA/ANSI):
   4. International Plumbing Code (IPC).
   5. Underwriters Laboratories, Inc. (UL).

1.3 SYSTEM DESCRIPTION

A. Piping Systems Organization and Definition:
   1. Piping services are grouped into designated systems according to the chemical and physical properties of the fluid conveyed, system pressure, piping size and system materials of construction.
   2. See PIPING SPECIFICATION SCHEDULES in PART 3.

1.4 SUBMITTALS

A. Shop Drawings:
   1. See Specification Section 01 33 00 for requirements for the mechanics and administration of the submittal process.
   2. Product technical data including:
      a. Acknowledgement that products submitted meet requirements of standards referenced.
      b. Copies of manufacturer's written directions regarding material handling, delivery, storage and installation.
      c. Separate schedule sheet for each piping system scheduled in this Specification Section showing compliance of all system components.
         1) Attach technical product data on gaskets, pipe, fittings, and other components.

B. Informational Submittals:
   1. Test reports:
      a. Copies of pressure test results on all piping systems.
      b. Reports defining results of dielectric testing and corrective action taken.

1.5 DELIVERY, STORAGE, AND HANDLING

A. Protect pipe coating during handling using methods recommended by manufacturer.
   1. Use of bare cables, chains, hooks, metal bars or narrow skids in contact with coated pipe is not permitted.

B. Prevent damage to pipe during transit.
   1. Repair abrasions, scars, and blemishes.

2. If repair of satisfactory quality cannot be achieved, replace damaged material immediately.

PART 2 - PRODUCTS

2.1 PIPING SPECIFICATION SCHEDULES

A. Piping system materials, fittings and appurtenances are subject to requirements of specific piping specification schedules located at the end of PART 3 of this Specification Section.

2.2 COMPONENTS AND ACCESSORIES

A. Reducers:
   1. Furnish appropriate size reducers and reducing fittings to mate pipe to equipment connections.
   2. Connection size requirements may change from those shown on Drawings depending on equipment furnished.

B. Protective Coating and Lining:
   1. Include pipe, fittings, and appurtenances where coatings, linings, coating, tests and other items are specified.
   2. “DIMJ” fittings to be provided with “Protecto 401” coating.
   3. Field coating pipe in accordance with Specification Section 09 96 00.

C. Underground Warning Tape:
   1. Materials: Polyethylene
   2. Size: 6 IN wide (minimum)
   3. Thickness: 3.5 MILS
   4. Fabrication: Preprinted and permanently imbedded legend, message continuously printed , tensile strength 1750 PSI

D. Valves:
   1. See schematics and details for definition of manual valves used in each system under 4 IN in size.
      a. See Specification Section 40 05 51 schedule for valve types 4 IN and above and for automatic valves used in each system.
   2. See Specification Section 40 05 51.

PART 3 - EXECUTION

3.1 EXTERIOR BURIED PIPING INSTALLATION

A. Enter and exit through structure walls, floors, and ceilings by using penetrations and seals specified and as shown on Drawings.

B. When entering or leaving structures with buried mechanical joint piping, install joint within 2 FT of point where pipe enters or leaves structure.
   1. Install second joint not more than 6 FT nor less than 4 FT from first joint.

C. Install expansion devices as necessary to allow expansion and contraction movement.

D. Laying Pipe In Trench:
   1. Excavate and backfill trench in accordance with Specification Section 31 23 33.
   2. Clean each pipe length thoroughly and inspect for compliance to specifications.
   3. Grade trench bottom and excavate for pipe bell and lay pipe on trench bottom.
   4. Install gasket or joint material according to manufacturer's directions after joints have been thoroughly cleaned and examined.
   5. Except for first two (2) joints, before making final connections of joints, install two (2) full sections of pipe with earth tamped along-side of pipe or final with bedding material placed.
   6. Lay pipe in only suitable weather with good trench conditions.
      a. Never lay pipe in water except where approved by Engineer.

7. Seal open end of line with watertight plug if pipe laying stopped.
8. Remove water in trench before removal of plug.

E. Lining Up Push-On Joint Piping:
1. Lay piping on route lines shown on Drawings.
2. Deflect from straight alignments or grades by vertical or horizontal curves or offsets.
3. Observe maximum deflection values stated in manufacturer's written literature.
4. Provide special bends when specified or where required alignment exceeds allowable deflections stipulated.
5. Install shorter lengths of pipe in such length and number that angular deflection of any joint, as represented by specified maximum deflection, is not exceeded.

F. Anchorage and Blocking:
1. Provide reaction blocking, anchors, joint harnesses, or other acceptable means for preventing movement of piping caused by forces in or on buried piping tees, wye branches, plugs, or bends.
2. Place concrete blocking so that it extends from fitting into solid undisturbed earth wall.
a. Concrete blocks shall not cover pipe joints.
3. Provide bearing area of concrete in accordance with drawing detail.

G. Underground Warning Tape
1. The tape shall be the last equipment installed in the trench so as to be first out.
2. The tape shall be buried 4 to 6 inches below top of grade.
3. After trench backfilling, the tape shall be placed in the backfill and allowed to settle into place with the backfill.
4. The tape may be plowed in after final settlement, installed with a tool during the trench backfilling process, unrolled before final restoration or installed in any other way acceptable to the Owner or Engineer.

3.2 CONNECTIONS WITH EXISTING PIPING

A. Where connection between new work and existing work is made, use suitable and proper fittings to suit conditions encountered.

B. Perform connections with existing piping at time and under conditions which will least interfere with service to customers affected by such operation.

C. Undertake connections in fashion which will disturb system as little as possible.

D. Provide suitable equipment and facilities to dewater, drain, and dispose of liquid removed without damage to adjacent property.

E. Where connections to existing systems necessitate employment of past installation methods not currently part of trade practice, utilize necessary special piping components.

F. Where connection involves potable water systems, provide disinfection methods as prescribed in this Specification Section.

G. Once tie-in to each existing system is initiated, continue work continuously until tie-in is made and tested.

3.3 FIELD QUALITY CONTROL

A. Pipe Testing - General:
1. Test piping systems as follows:
a. Test exposed, non-insulated piping systems upon completion of system.
b. Test exposed, insulated piping systems upon completion of system but prior to application of insulation.
c. Test concealed interior piping systems prior to concealment and, if system is insulated, prior to application of insulation.
d. Test buried piping after backfilling has been complete.

2. Utilize pressures, media and pressure test durations as specified in the PIPING SPECIFICATION SCHEDULES.
3. Isolate equipment which may be damaged by the specified pressure test conditions.
4. Perform pressure test using calibrated pressure gages and calibrated volumetric measuring equipment to determine leakage rates.
   a. Select each gage so that the specified test pressure falls within the upper half of the gage's range.
   b. Notify the Engineer 24 HRS prior to each test.
5. Completely assemble and test new piping systems prior to connection to existing pipe systems.
6. Acknowledge satisfactory performance of tests and inspections in writing to Engineer prior to final acceptance.
7. Bear the cost of all testing and inspecting, locating and remedying of leaks and any necessary retesting and re-examination.

B. Pressure Testing:
1. Testing medium: Unless otherwise specified in the PIPING SPECIFICATION SCHEDULES, utilize the following test media.
   a. Liquid systems:

PIPE LINE SIZE (DIA)	GRAVITY OR PUMPED	SPECIFIED TEST PRESSURE	TESTING MEDIUM
All sizes	Pumped	250 PSIG or less	Water

2. Before the hydrostatic test is begun, the Contractor shall: backfill all pipe; provide all temporary and permanent thrust anchor blocking; and install taps for releasing air at all points of highest elevation where no fire hydrant or flushing connection has been installed. All valves within the test area shall be fully open including valves on fire hydrant supply pipes.
3. It shall be the Contractor's responsibility to locate and repair any and all leaks that may develop.
4. The water main (ductile iron and PVC) and appurtances shall be discharged of hyperchlorinated water, flushed and filled with potable water prior to performing the pressure and leakage test.
5. Water piping shall be pressure tested to 250 percent of the normal system operating pressure or to 100 percent if the rated pressure of the pipe, whichever is less. At no time shall the test pressure exceed 100 percent of the pipe’s rated working pressure. A pipe shall be accepted if the test pressure dies nit fall more than 5 psi during the minimum 2-hour test period. The pipe shall be tested for allowable leakage according to AWWA C-600 or C-605, as applicable, concurrently with the pressure test.
6. In conjunction with the hydrostatic test, a leakage test shall be conducted at the same pressure and for the same period of time.
7. The Contractor may furnish a test pump if approved by the Inspector or Engineer. The test pump must be equipped with a quick-connect coupling to allow the connection of the Company Inspector’s pressure gauge.
8. All piping shall be tested for leakage at a pressure no less than that specified for the pressure test. The leakage shall be defined as the quantity of water that must be supplied to the tested section to maintain pressure within 5 psi of the specified test pressure after the air in the pipeline has been expelled and the pipe has been filled with water. The leakage shall be less than an allowable amount determined by the following equation.

$$L = \frac{SD\,(P)^{1/2}}{133{,}200}$$

Where: L = allowable leakage (gallons/hour)
S = length of pipe tested (feet)

D = nominal diameter of pipe (inches)
P = test pressure (psig)

9. All pipe, fittings, and other materials found to be defective under test shall be removed and replaced. These tests shall be repeated until satisfactory to the Engineer and Inspector. All visible leaks shall be repaired regardless of the amount of leakage.
10. The required testing apparatus, consisting of a gasoline motor driven pump, valves, pressure gauge, meter, test pump hose, and connections, shall be picked up and returned to the Company yard, the day the test is to be run.
11. The Contractor shall be responsible for all phases of testing the water main.

C. Dielectric Testing Methods and Criteria:
   1. Provide electrical check between metallic non-ferrous pipe or appurtenances and ferrous elements of construction to assure discontinuity has been maintained.
   2. Wherever electrical contact is demonstrated by such test, locate the point or points of continuity and correct the condition.

3.4 CLEANING, DISINFECTION AND PURGING

A. Cleaning:
   1. Clean interior of piping systems thoroughly before installing.
   2. Maintain pipe in clean condition during installation.
   3. Before jointing piping, thoroughly clean and wipe joint contact surfaces and then properly dress and make joint.
   4. Immideatly prior to pressure testing, clean and remove grease, metal cutting, dirt, or other foreign materials which may have entered the system.
   5. At completion of work and prior to Final Acceptance, thoroughly clean work installed under these Specifications.
      a. Clean equipment, fixtures, pipe, valves, and fittings of grease, metal cuttings, and sludge which may have accumulated by operation of system, from testing, or from other causes.
      b. Repair any stoppage or discoloration or other damage to parts of building, its finish, or furnishings, due to failure to properly clean piping system, without cost to Owner.
   6. Clean chlorine piping in accordance with CI Pamphlet 6.

B. Disinfection of Potable Water Systems:
   1. After favorable performance of pressure test and prior to Final Acceptance, thoroughly flush entire potable water piping system including supply, source and any appurtenant devices and perform disinfection as prescribed.
   2. Perform work, including preventative measures during construction, in full compliance with AWWA C651.
   3. Perform disinfection using sodium hypochlorite complying with AWWA B300.
   4. Flush each segment of system to provide flushing velocity of not less than 2.5 FT per second.
   5. Drain flushing water to sanitary sewer.
      a. Do not drain flushing water to receiving stream.
   6. Use continuous feed method of application.
      a. Tag system during disinfection procedure to prevent use.
   7. After required contact period, flush system to remove traces of heavily chlorinated water.
   8. After final flushing and before placing water in service, obtain an independent laboratory approved by the Owner to collect samples and test for bacteriological quality.
      a. Repeat entire disinfection procedures until satisfactory results are obtained.
   9. Secure and deliver to Owner, satisfactory bacteriological reports on samples taken from system.
      a. Ensure sampling and testing procedures are in full compliance to AWWA C651, local water purveyor and applicable requirements of State of Kentucky.

3.5 LOCATION OF BURIED OBSTACLES

A. Furnish exact location and description of buried utilities encountered and thrust block placement.

B. Reference items to definitive reference point locations such as found property corners, entrances to buildings, existing structure lines, fire hydrants and related fixed structures.

C. Include such information as location, elevation, coverage, supports and additional pertinent information.

D. Incorporate information on "As-Recorded" Drawings.

3.6 PIPING SYSTEM SCHEDULES

A. SPECIFICATION SCHEDULE -
   1. General:
      a. Piping symbol and service:
         1) FM – Sanitary Force Main
      b. Test requirements:
         1) Test medium: Water.
         2) Pressure: 125 PSIG.
         3) Duration: 6 HRS.
      c. Gaskets and O-rings:
         1) O-rings: Neoprene or rubber.
         2) Gasket: ASTM F477
   2. System components:
      a. Pipe size to 3 IN through 12 IN:
         1) Buried service:
            a) Materials: Polyvinyl Chloride (PVC), C900 (DR 21).
            b) Reference: AWWA/ANSI C900.
            c) Pipe Compound: ASTM D1784 Cells Class 12454.
            d) Integral Bell Joint: ASTM D3139.
            e) Linning: None
            f) Coating: None
            g) Fittings:
            h) Joints: Push-on with mechanical joints at fittings and valves.

END OF SECTION

SECTION 40 05 31
PIPE: PLASTIC

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Plastic pipe.

B. Related Specification Sections include but are not necessarily limited to:
   1. Division 00 - Procurement and Contracting Requirements.
   2. Division 01 - General Requirements.
   3. Section 40 05 00 - Pipe and Pipe Fittings: Basic Requirements.

1.2 QUALITY ASSURANCE

A. See Specification Section 40 05 00.

B. Referenced Standards:
   1. ASTM International (ASTM):
      a. PVC (polyvinyl chloride) materials:
         1) D1784, Standard Specification for Rigid Poly(Vinyl Chloride) (PVC) Compounds and Chlorinated Poly(Vinyl Chloride) (CPVC) Compounds.
         2) D3034, Standard Specification for Type PSM Poly(Vinyl Chloride) (PVC) Sewer Pipe and Fittings.
         3) D3139, Standard Specification for Joints for Plastic Pressure Pipes Using Flexible Elastomeric Seals.
         4) D3212, Standard Specification for Joints for Drain and Sewer Plastic Pipes Using Flexible Elastomeric Seals.
         5) F593, Standard Specification for Stainless Steel Bolts, Hex Cap Screws, and Studs.
      b. Installation:
         1) D2321, Standard Practice for Underground Installation of Thermosplastic Pipe for Sewers and Other Gravity-Flow Applications.
   2. NSF International (NSF).

1.3 SUBMITTALS

A. See Specification Section 40 05 00.

PART 2 - PRODUCTS

2.1 PRESSURE PIPING (UNDERGROUND)

A. Materials: Furnish materials in full compliance with following requirements:
   1. 4-12 IN: AWWA C900 PVC with Pressure Class of 235 PSI (DR18)
   2. Joints for PVC pipe shall be the elastomeric-gasket type with a pressure rating not less than pipe pressure rating meeting performance requirements of ASTM D3139.

PART 3 - EXECUTION

3.1 IDENTIFICATION

A. Identify each length of pipe clearly at intervals of 5 FT or less.
   1. Include manufacturer's name and trademark.

2. Nominal size of pipe, appurtenant information regarding polymer cell classification and critical identifications regarding performance specifications and NSF approvals when applicable.

3.2 PRESSURE PIPING (UNDERGROUND)

A. Installation:
   1. Field threading of PVC pipe will not be permitted.
   2. Perform installation procedures, handling, thrust blocking, connections, and other appurtenant operations in full compliance to the manufacturer's printed recommendations and in conformance to plan details.

END OF SECTION

SECTION 40 05 51
VALVES: BASIC REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Valving and valving appurtenances.
   2. Sewage Combination Air Valve

B. Related Sections include but are not necessarily limited to:
   1. Section 40 05 00 - Pipe and Pipe Fittings: Basic Requirements.

1.2 QUALITY ASSURANCE

A. Referenced Standards:
   1. American Society of Mechanical Engineers (ASME):
      1. B1.20.1, Pipe Threads, General Purpose.
      2. B16.1, Gray Iron Pipe Flanges and Flanged Fittings: Classes 25, 125, and 250.
      3. B16.18, Cast Copper Alloy Solder Joint Pressure Fittings.
   2. ASTM International (ASTM):
      1. A126, Standard Specification for Gray Iron Castings for Valves, Flanges, and Pipe Fittings.
      2. D256, Standard Test Methods for Determining the Izod Pendulum Impact Resistance of Plastics.
      3. D638, Standard Test Method for Tensile Properties of Plastics.
      4. D648, Standard Test Method for Deflection Temperature of Plastics Under Flexural Load in the Edgewise Position.
      5. D695, Standard Test Method for Compressive Properties of Rigid Plastics.
      6. D2240, Standard Test Method for Rubber Property-Durometer Hardness.
   3. American Water Works Association (AWWA):
      1. C207, Standard for Steel Pipe Flanges for Waterworks Service - Sizes 4 IN through 144 IN.
      2. C500, Standard for Metal-Seated Gate Valves for Water Supply Service.
      3. C504, Standard for Rubber-Seated Butterfly Valves.
      4. C507, Standard for Ball Valves, 6 IN through 48 IN (150 MM through 1200 MM).
      5. C509, Standard for Resilient-Seated Gate Valves for Water Supply Service.
      6. C550, Standard for Protective Coatings for Valves and Hydrants.
      7. C606, Standard for Grooved and Shouldered Joints.
   4. American Water Works Association/American National Standards Institute (AWWA/ANSI):
      1. C111/A21.11, Standard for Rubber-Gasket Joints for Ductile-Iron Pressure Pipe and Fittings.
   5. National Electrical Manufacturers Association (NEMA):
      1. 250, Enclosures for Electrical Equipment (1000 Volts Maximum).
      2. MG 1, Motors and Generators.
   6. National Fire Protection Association (NFPA):
      1. 70, National Electrical Code (NEC).

1.3 SUBMITTALS

A. Shop Drawings:
   1. Product technical data including:
      1. Acknowledgement that products submitted meet requirements of standards referenced.
      2. Manufacturer's installation instructions.
      3. Valve pressure and temperature rating.

4. Valve material of construction.
5. Special linings.
6. Valve dimensions and weight.
7. Valve flow coefficient.

2. Test reports.

B. Closeout Contract Information:
1. Operation and Maintenance Data:

PART 2 - PRODUCTS

2.1 COMBINATION AIR VALVE

A. ARI USA or quivalent.

2.2 FABRICATION

A. End Connections:
1. Provide the type of end connections for valves as required in the Piping Schedules presented in Section 40 05 00 or as shown on the Drawings.
2. Comply with the following standards:
1. Threaded: ASME B1.20.1.
2. Flanged: ASME B16.1, Class 125 unless otherwise noted or AWWA C207.
3. Bell and spigot or mechanical (gland) type: AWWA/ANSI C111/A21.11.
4. Soldered: ASME B16.18.
5. Grooved: Rigid joints per Table 5 of AWWA C606.

B. Nuts, Bolts, and Washers:
1. Wetted or internal to be bronze or stainless steel.
1. Exposed to be zinc or cadmium plated.

C. On Insulated Piping: Provide valves with extended stems to permit proper insulation application without interference from handle.

D. Epoxy Interior Coating: Provide epoxy interior coating for all ferrous surfaces in accordance with AWWA C550.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Install products in accordance with manufacturer's instructions.

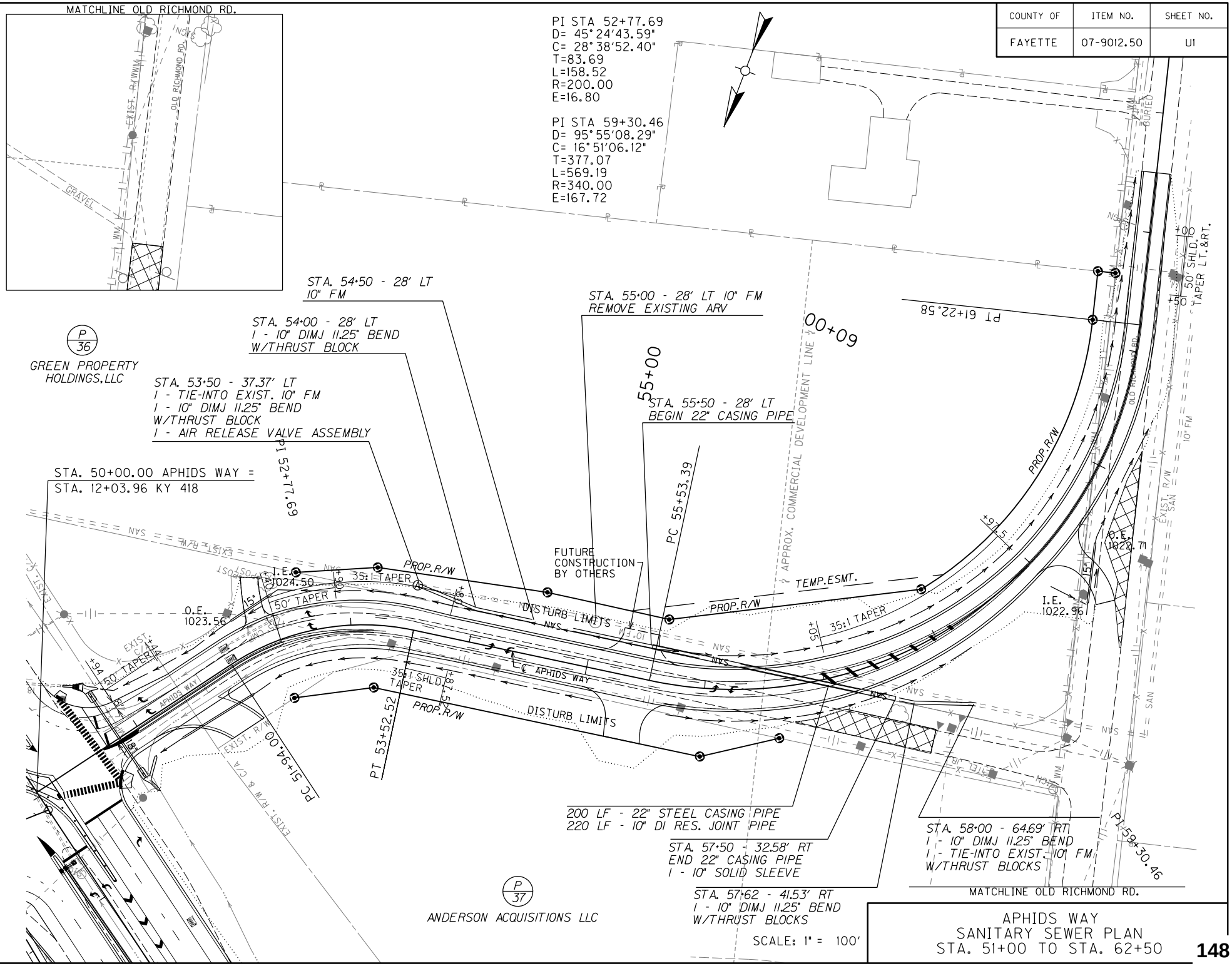
B. Painting Requirements: All fire hydrants shall be fully coated, inside and out, with fusion bonded epoxy coating in accordance with AWWA C550 Standard and color shall be selected by the Owner.

C. Setting Buried Valves:
1. Locate valves installed in pipe trenches where buried pipe indicated on Drawings.
2. Set valves and valve boxes plumb.
3. Place valve boxes directly over valves with top of box being brought to surface of finished grade.
4. Install in closed position.
5. Place valve on firm footing in trench to prevent settling and excessive strain on connection to pipe.
6. After installation, backfill up to top of box for a minimum distance of 4 FT on each side of box.

D. Support exposed valves and piping adjacent to valves independently to eliminate pipe loads being transferred to valve and valve loads being transferred to the piping.

E. For grooved coupling valves, install rigid type couplings.

END OF SECTION

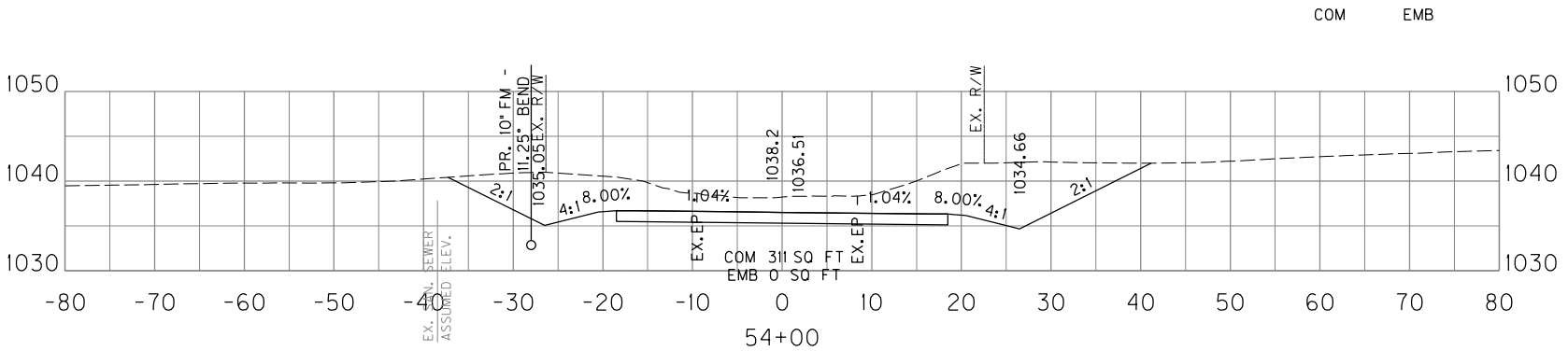


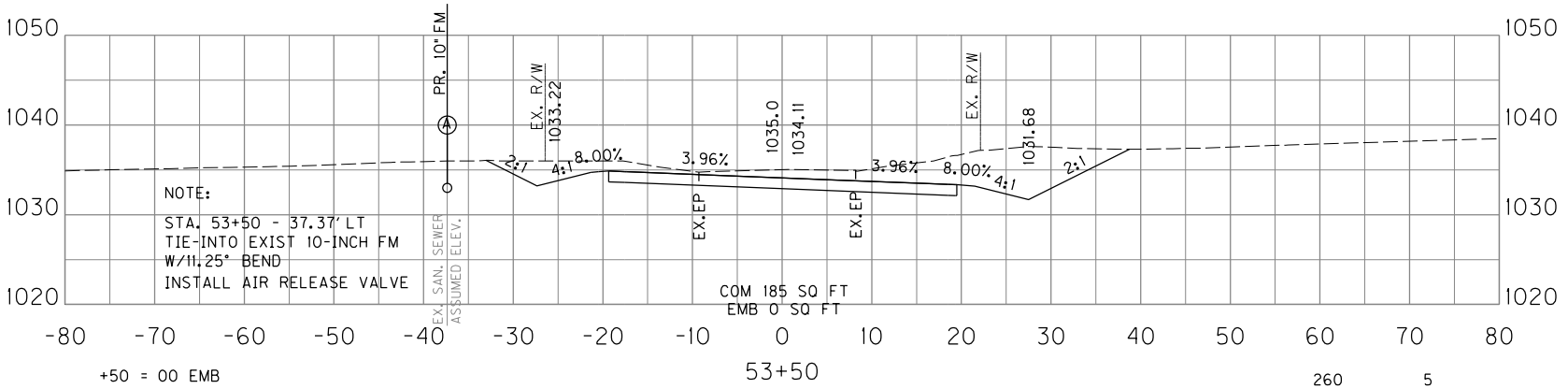
COUNTY OF	ITEM NO.	SHEET NO.
FAYETTE	07-9012.50	U1

APHIDS WAY
SANITARY SEWER PLAN
STA. 51+00 TO STA. 62+50

MicroStation v8.11.9.919
USER: ACAUDILL
DATE PLOTTED: February 18, 2025
FILE NAME: C:\PWWORKING\EASTON\D3592249\7-9012.50 - U1 UTIL-PLAN.1.DGN

COUNTY OF	ITEM NO.	SHEET NO.
FAYETTE	07-9012.50	U2





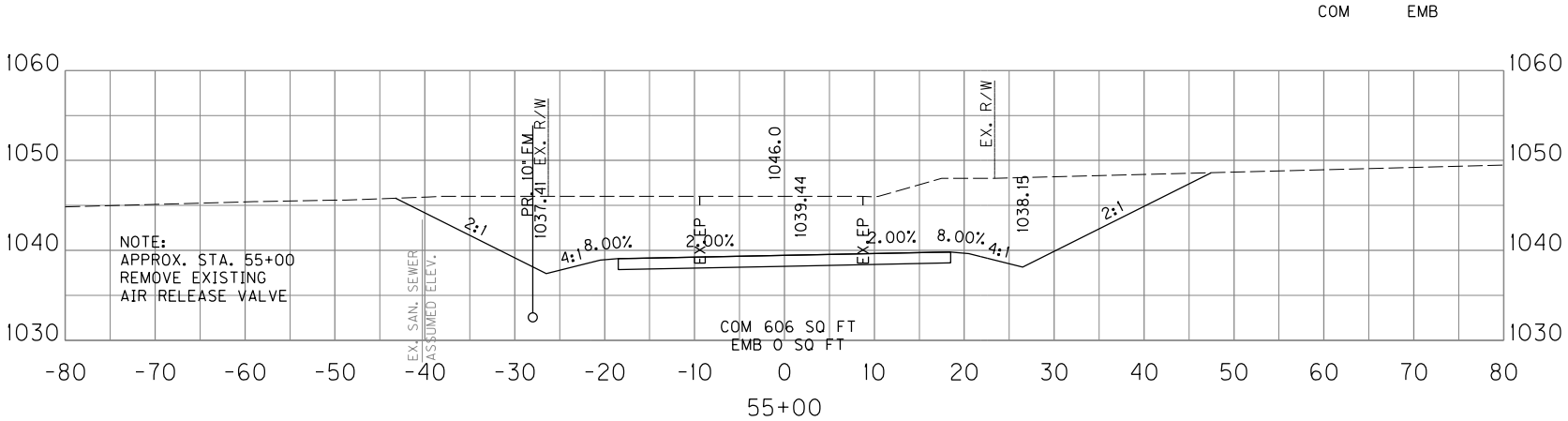
SCALE: 1" = 20' HORIZONTAL
1" = 20' VERTICAL

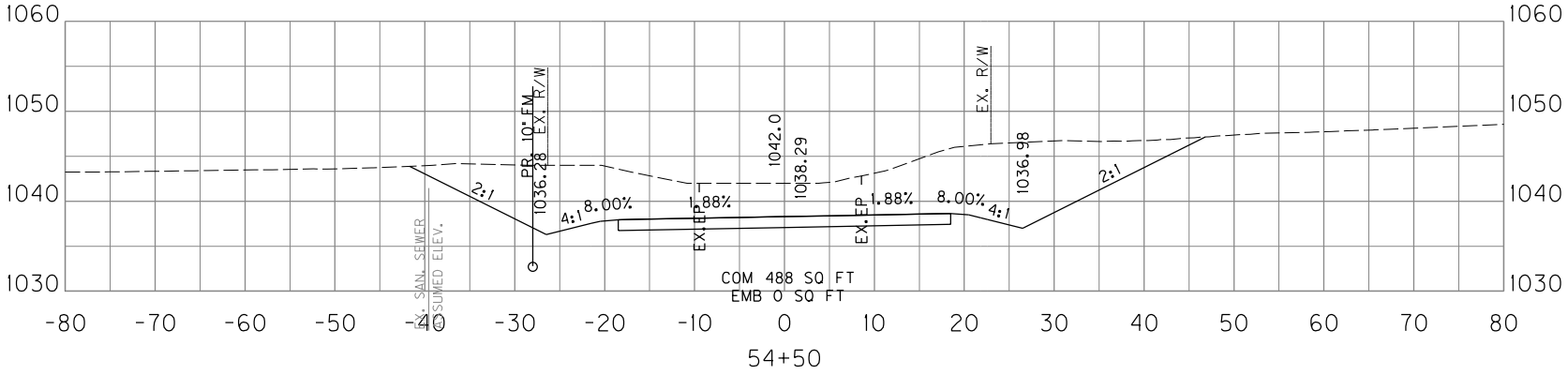
APHIDS WAY
CROSS SECTION SHEET
STA.53+50 TO STA.54+00

MicroStation v8.11.9.919
USER: ACAUDILL
DATE PLOTTED: January 16, 2025
FILE NAME: C:\PWWORKING\EASTOI\D1641094\APHIDS XS.DGN

COUNTY OF	ITEM NO.	SHEET NO.
FAYETTE	07-9012.50	U3

STA. 55+44 - 28' LT
BEGIN DI RES. JOINT PIPE



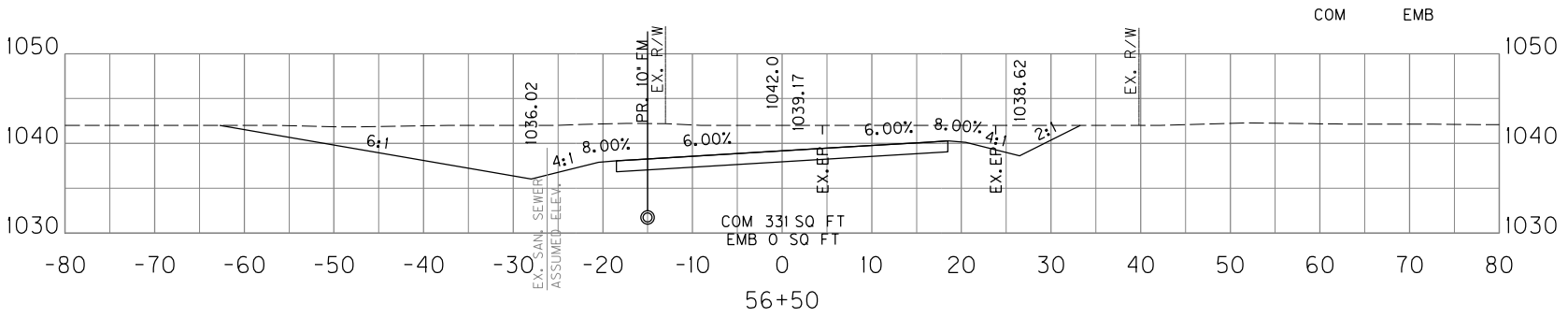


SCALE: 1" = 20' HORIZONTAL
1" = 20' VERTICAL

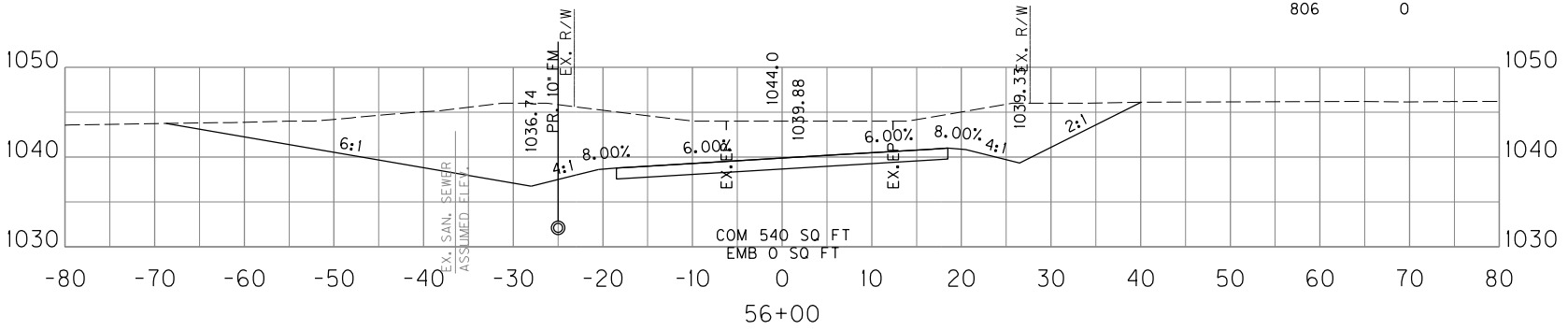
APHIDS WAY
CROSS SECTION SHEET
STA.54+50 TO STA.55+00

MicroStation v8.11.9.919
USER: ACAUDILL
DATE PLOTTED: January 16, 2025
FILE NAME: C:\PWWORKING\EASTOI\D1641094\APHIDS XS.DGN

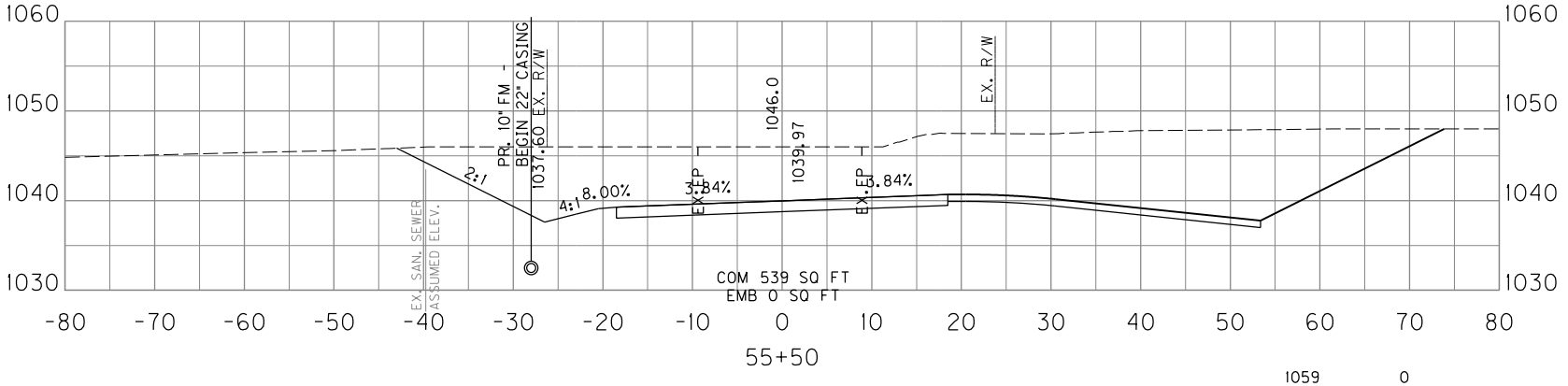
COUNTY OF	ITEM NO.	SHEET NO.
FAYETTE	07-9012.50	U4



806 0



999 0



1059 0

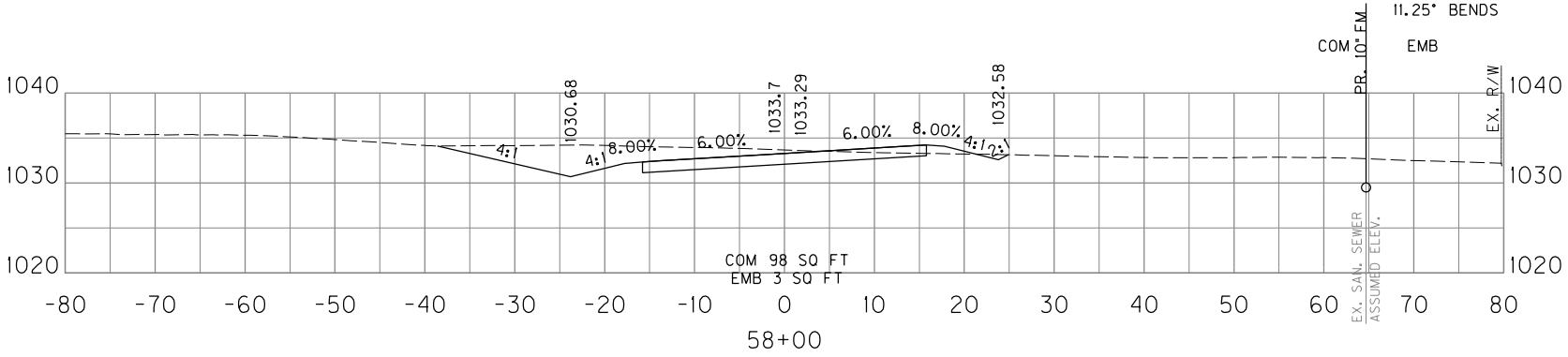
SCALE: 1" = 20' HORIZONTAL
1" = 20' VERTICAL

APHIDS WAY
CROSS SECTION SHEET
STA.55+50 TO STA.56+50

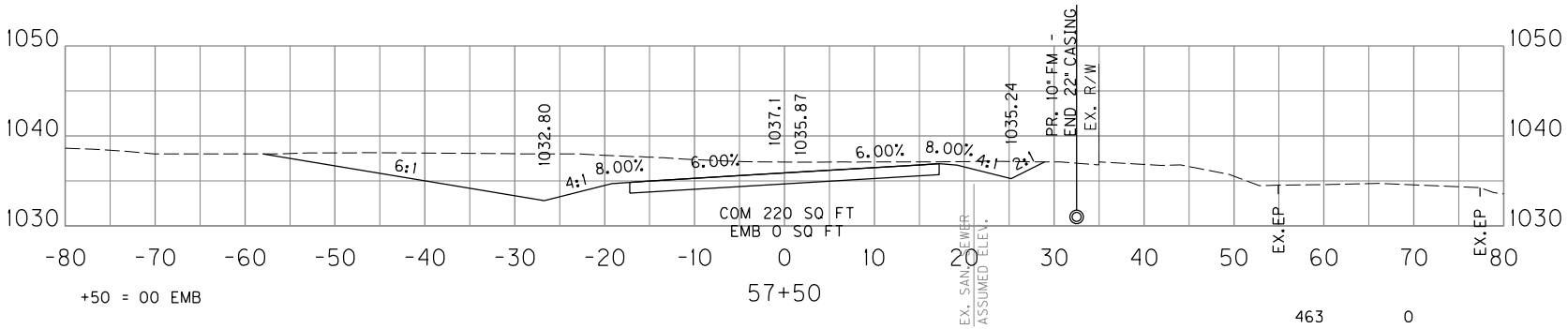
MicroStation v8.11.9.919
USER: ACAUDILL
DATE PLOTTED: January 16, 2025
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COUNTY OF	ITEM NO.	SHEET NO.
FAYETTE	07-9012.50	U5

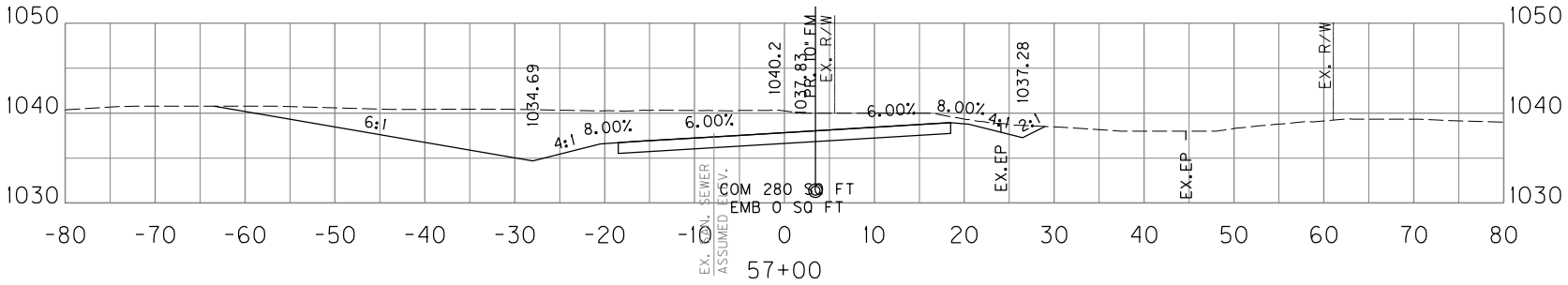
NOTE:
STA. 58+00 - 64.69' RT
TIE-INTO EXIST 10-INCH FM
11.25° BENDS



294 3



463 0



566 0

SCALE: 1" = 20' HORIZONTAL
1" = 20' VERTICAL

APHIDS WAY
CROSS SECTION SHEET
STA.57+00 TO STA.58+00

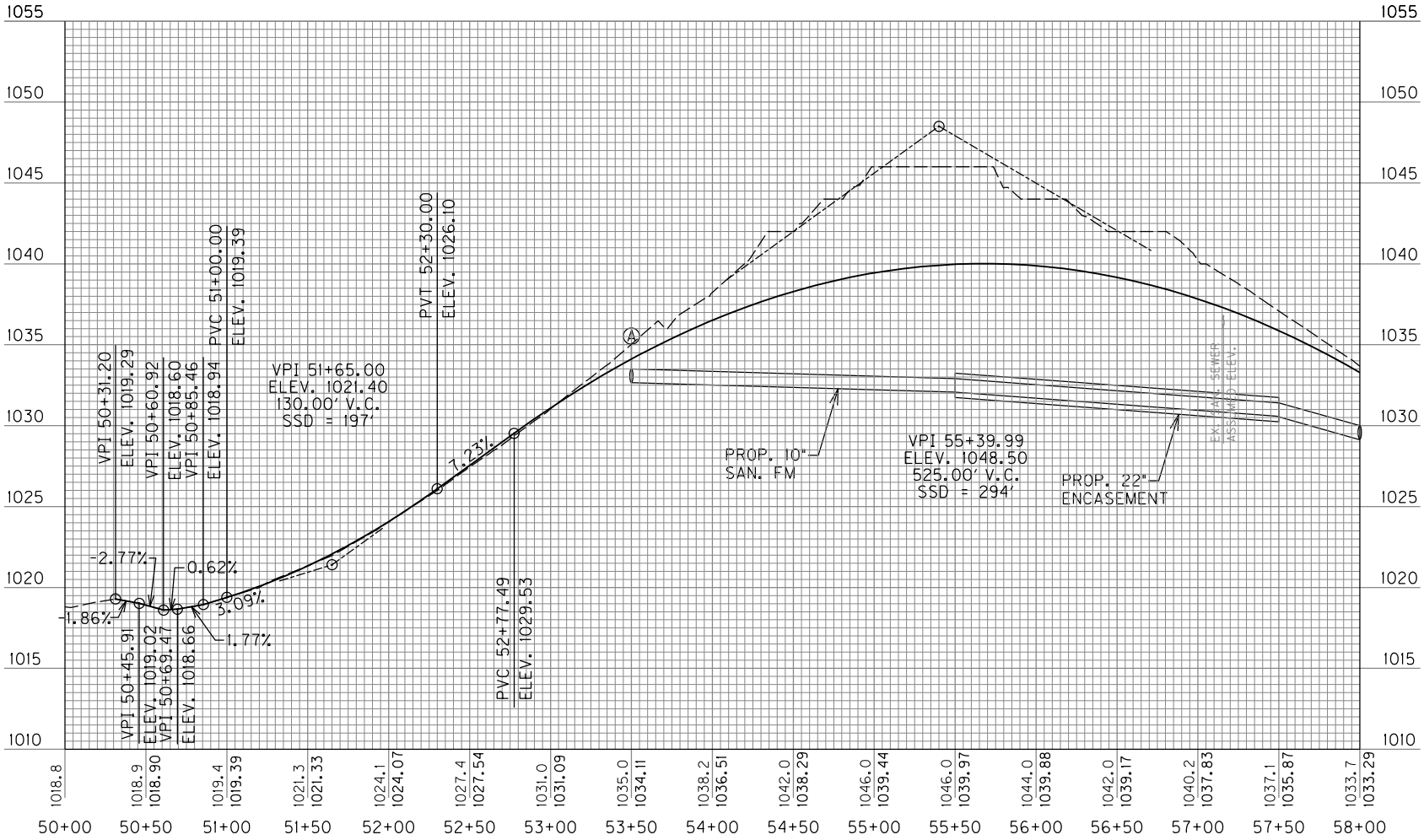
MicroStation v8.11.9.919
USER: ACAUDILL
DATE PLOTTED: January 16, 2025
FILE NAME: C:\PWWORKING\EASTOI\D1641094\APHIDS XS.DGN

DATUM

SCALE: 1" = 100 HORIZONTAL
1" = 10 VERTICAL

COUNTY OF	ITEM NO.	SHEET NO.
FAYETTE	07-9012.50	U6

DATUM



APHIDS WAY
PROFILE SHEET
STA. 50+00 TO STA. 58+00

MicroStation v8.11.9.919
USER: ACAUDILL
DATE PLOTTED: February 18, 2025
FILE NAME: C:\PWWORKING\EASTON\D3592249\7-9012.50 - U6 -APHIDS PROFILE.DGN

COUNTY OF	ITEM NO.	SHEET NO.
FAYETTE	7-9012.50	U7

ITEM CODE	ITEM	UNIT	5
15021	S ENCASEMENT STEEL OPEN CUT RANGE 2	LF	200
15026	S FORCE MAIN AIR RLS/VAC VLV 02 IN	EA	1
15062	S FORCE MAIN PVC 10 INCH	LF	500
15076	S FORCE MAIN TIE-IN 10 INCH	EA	2
15122	S STRUCTURE REMOVAL	EA	1

NOTE: ANY FITTINGS (INCLUDING BENDS) NECESSARY ARE INCIDENTAL TO PIPE

"FOR FORCE MAIN RECONSTRUCTION ONLY"

SCALE: 1" = 100'

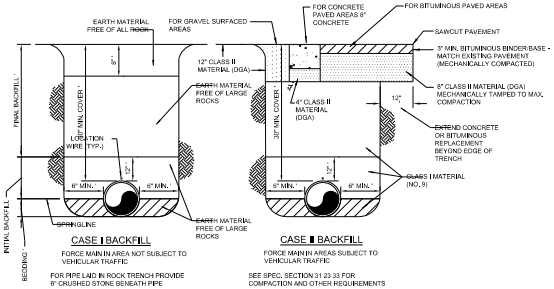
KY 418 SANITARY SEWER
GENERAL SUMMARY

MicroStation v8.11.9.919
USER: ACAUDILL
DATE PLOTTED: February 18, 2025
FILE NAME: C:\PWWORKING\EASTON\D3592249\7-9012.50 - U7 - GENERAL SUMMARY.DGN

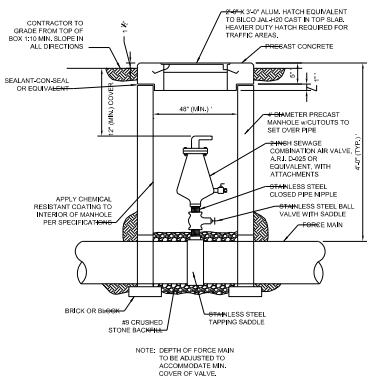
COUNTY OF	ITEM NO.	SHEET NO.
FAYETTE	7-9012.50	U8

NOTES (APPLY TO GRAVITY SEWER AND FORCE MAIN TRENCHING AND BACKFILL DETAIL):

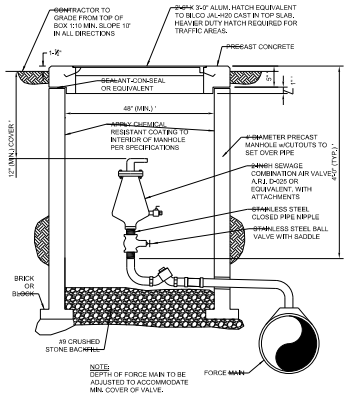
1. FOR PIPE LAID IN ROCK TRENCH PROVIDE 6" CLASS I CRUSHED STONE BENEATH PIPE.
2. TRENCH WIDTH SHALL BE OD OF PIPE + 16 INCHES.
3. BEDDING UNDER THE SEWER AT THE BELL SHALL BE A MIN. OF 4".
4. SEE SPEC SECTION 31 23 33 FOR COMPACTION AND OTHER REQUIREMENTS.
5. TEMPORARY DGA MAY BE PLACED IN TRENCH TO ALLOW SETTLING IF ANY.



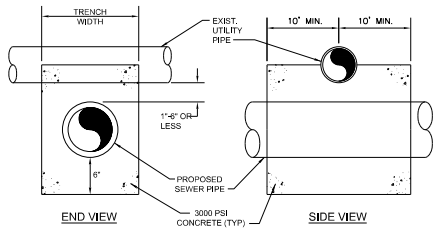
FORCE MAIN
BEDDING AND BACKFILLING DETAILS
NTS



SEWAGE COMBINATION AIR VALVE & VAULT
NOT TO SCALE



OFFSET SEWAGE COMBINATION AIR VALVE & VAULT
NOT TO SCALE



NOTES:

1. CONCRETE ENCASEMENT SHALL BE USED WHEN CLEARANCE BETWEEN SEWER AND UTILITY PIPE IS 1'-6" OR LESS. CONCRETE SHALL BE CLASS "B" MEETING THE REQUIREMENTS OF SECTION 601 OF THE KDOH "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION", CURRENT EDITION.
2. "UTILITY PIPE" INCLUDES UNDERGROUND WATER, NATURAL GAS, TELEPHONE, ELECTRICAL CONDUITS, STORM SEWER OR TYPICALLY NON-CONTAMINATING FACILITIES.
3. PROPOSED SEWER TO BE FULLY ENCASED WHETHER ABOVE OR BELOW EXISTING UTILITY PIPE. IF ABOVE EXISTING UTILITY PIPE, PROTECT UTILITY PIPE WITH PIPE SADDLE BEFORE PLACING CONCRETE.

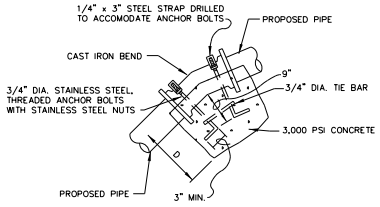
UTILITY CROSSING FOR SEWER INSTALLATION
CONCRETE ENCASEMENT
NTS

SCALE: N/A

APHIDS WAY SANITARY SEWER
DETAIL SHEET

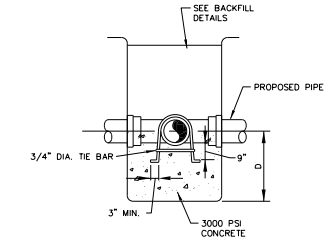
MicroStation v8.11.9.919
USER: ACAUDILL
DATE PLOTTED: February 18, 2025
FILE NAME: C:\PWWORKING\EASTON\D3592249\7-9012.50 - U8 - 05C-01.DGN

COUNTY OF	ITEM NO.	SHEET NO.
FAYETTE	7-9012.50	U9

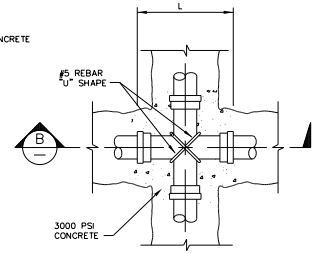


VERTICAL BENDS

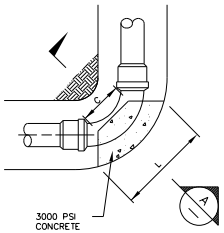
VERTICAL BENDS BLOCKING
NTS



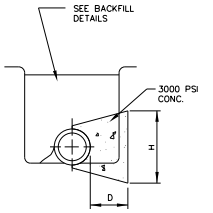
SECTION B-B



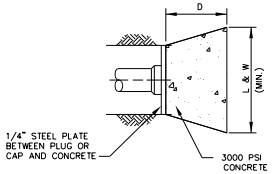
CROSS ANCHORING
NTS



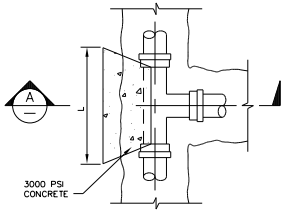
45°, 90° BENDS



SECTION A-A



PLUGS



TEES

CONCRETE THRUST BLOCKS
NTS

PLUGS

SIZE	3"	4"	6"	8"	10"	12"
D	7"	9"	12"	16"	20"	25"
L & W	14"	17"	24"	32"	39"	45"

TEES

SIZE	3"	4"	6"	8"	10"	12"
D	5"	5"	6"	9"	11"	14"
L	20"	22"	28"	36"	44"	52"
H	7"	10"	15"	20"	25"	30"
C (Max.)	11"	13"	16"	18"	22"	24"

90-Ells (Quarter Bends)

SIZE	3"	4"	6"	8"	10"	12"
D	7"	8"	12"	17"	20"	25"
L	24"	28"	40"	52"	62"	74"
H	11"	16"	20"	26"	32"	38"
C (Max.)	11"	13"	16"	18"	22"	24"

45-Ells (Eighth Bends)

SIZE	3"	4"	6"	8"	10"	12"
D	5"	6"	9"	13"	16"	19"
L	15"	20"	28"	36"	44"	52"
H	9"	12"	15"	20"	25"	30"
C (Max.)	6"	8"	10"	11"	13"	15"

22 1/2-Ells (Sixteenth Bends)

SIZE	3"	4"	6"	8"	10"	12"
D	3"	4"	5"	7"	9"	11"
L	12"	16"	20"	24"	30"	36"
H	6"	7"	11"	16"	20"	22"
C (Max.)	6"	8"	10"	11"	13"	15"

11 1/4-Ells (Thirty-Second Bends)

SIZE	3"	4"	6"	8"	10"	12"
D	3"	4"	5"	6"	7"	8"
L	12"	16"	20"	22"	26"	30"
H	6"	6"	7"	9"	12"	15"
C (Max.)	6"	8"	10"	11"	13"	15"

Crosses

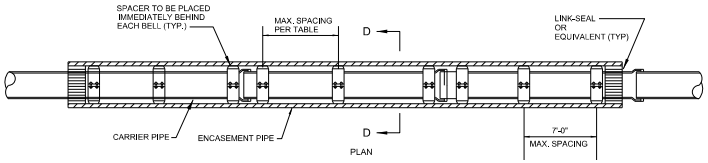
SIZE	3"	4"	6"	8"	10"	12"
D	15"	15"	15"	15"	18"	18"
L	18"	20"	23"	25"	29"	31"

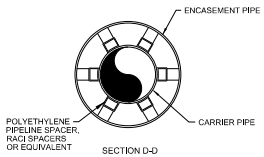
Vertical Bends (45-Ell or less)

SIZE	3"	4"	6"	8"	10"	12"
D	18"	18"	24"	30"	36"	42"
Volume (Cu. Ft.)	13	19	38	66	99	139

NOTES:
1. TABLES ARE BASED ON A SOIL BEARING CAPACITY OF 2000 POUNDS/SQUARE FOOT (PSF)
2. IF SOIL BEARING CAPACITY IS LESS THAN 2000 PSF, OR PIPE IS LAID IN FILL, CONSULT ENGINEER.
3. ALL FIGURES ARE MINIMUM UNLESS OTHERWISE STATED.
4. BLOCKS MUST BE PLACED AGAINST UNDISTURBED EARTH.

THRUST BLOCK SCHEDULE





ENCASEMENT PIPE NOTES:

1. ENCASEMENT PIPE SHALL BE NEW GRADE B STEEL PIPE, INSTALLED WITHOUT BENDS.
2. ALL JOINTS IN ENCASEMENT PIPE SHALL BE WELDED. WELDS SHALL BE SOLID BUTT-WELDS WITH A SMOOTH NON-OBSTRUCTING JOINT INSIDE AND SHALL CONFORM TO AMERICAN WELDING SOCIETY SPECIFICATIONS.
3. MINIMUM ENCASEMENT PIPE WALL THICKNESS IS SPECIFIED IN SECTION 33 05 23.
4. PIPELINE SPACERS SHALL BE SELECTED AND INSTALLED PER THE MANUFACTURER'S SPECIFICATIONS.

TYPICAL ENCASEMENT PIPE INSTALLATION
N.T.S.

SCALE: N/A

APHIDS WAY SANITARY SEWER
DETAIL SHEET

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Kentucky Transportation Cabinet
Division of Right of Way & Utilities

UTILITY RELOCATION KEEP COST AGREEMENT
PURSUANT TO KRS 177.035
WORK BY CABINET'S HIGHWAY CONTRACTOR

Fayette County, 0HSIP4181033
FD52 034 95280 05U
Richmond Road & Athens Boonsboro Road Safety Project
Item No. 7 - 9012.50

THIS UTILITY RELOCATION AGREEMENT is made and entered into by and between the Kentucky Transportation Cabinet, Department of Highways, hereinafter the Cabinet, Lexington Fayette Urban County Government, 200 E Main Street, Lexington, KY 40507, hereinafter referred to as the Utility Owner.

AGREEMENT PREMISES

1. The Cabinet, in the interest of public safety and convenience, proposes the following: **Intersection and Corridor Improvements to Reduce Conflict Points and Enhance Safety along Richmond Rd and Athens Boonesboro Rd. Includes minor widening of Aphids Way.** from 7.805 to 9.672 mile point, as shown by the Cabinet's survey and general plan sheets, which are hereby made a part of this Agreement.
2. The subject project was authorized by TC 10-1, Official Order Authorization No. **95280 002**, dated **09-14-2022**, subject to appropriate reimbursement by the Federal Highway Administration or Cabinet, which as pertains to this Agreement is in the amount of **$0.00**.
3. The right of way for the proposed roadwork for Aphids Way will pass over and include certain sewer facilities constructed and now maintained by the Utility Owner.
4. It has been agreed by the Utility Owner and the Cabinet that it is in the best interest of both parties that the Cabinet's Road contractor perform the work to relocate the Utility Owner's

facilities as designed by the Cabinet and shown on the Cabinet's survey and general plan sheets.

5. The said facilities may be relocated upon highway right of way, with restrictions, or upon other private right of way to be obtained by the Utility Owner or obtained by the Cabinet and granted to the Utility Owner.
6. If required and applicable, the Cabinet will recommend approval of this project to the Federal Highway Administration for construction with funds apportioned to the Cabinet under the Federal Aid Highway Program, and Acts amendatory thereof and supplementary thereto, including Subpart A of 23 Code of Federal Regulations (CFR) 645.
7. The Cabinet, through the services of contractor or internal personnel, is authorized herein to make the necessary removal, alterations or adjustments of the Utility Owner's existing facilities. Said work is to be completed with 100% of the costs to be borne by the Cabinet and 0% of the costs to be borne by the Utility Owner.
8. If the Utility Owner chooses to use a contractor or a subcontractor, the Utility Owner is required to obtain prior Cabinet approval in writing pursuant to 23 CFR 645.109(a) and 23 CFR 645.115(a). The Cabinet reserves the right to refuse reimbursement for any and all costs associated with work performed by a contractor or subcontractor prior to their approval by the Cabinet. The Cabinet is hereby held harmless from all actions taken by a contractor or subcontractor related to the Utility Owner's failure to acquire said approvals. Said work is to be paid under a contract let by the Utility Owner, adhering to the cost share stipulations described herein.

SCOPE OF AGREEMENT

In consideration of the premises, the parties agree as follows:

9. The Cabinet's contractor or subcontractor will furnish all construction labor, equipment and will use Utility Owner's supplied materials to make and complete all necessary adjustments of the Utility Owner's facilities to accommodate the proposed highway construction as shown in the attached plans and estimate, (Attachment A) and which by this reference is hereby made a part of this Agreement.
10. Facilities to be relocated or adjusted include approximately 500 LF of existing sanitary sewer force main. The estimated cost to the Cabinet for the relocation and/or adjusting is $156,023.98, which is 100% of the total cost ($156,023.98) and is to be borne by the Cabinet as shown by the estimate attached hereto, shown in Attachment A.
11. If the Utility Owner proposes to include betterment in this Agreement, all work directly pertaining to said betterment is detailed in Attachment A and is not reimbursable. Such betterment work to be done is substantially as follows:

    N/A. Such betterment work is estimated to cost $0 and to be borne by the Utility Owner.
12. The scope of work to be completed under this Agreement is substantially as follows:

    Construct approximately 500 LF of 10" PVC sanitary sewer force main, including 200 LF of steel encasement under Aphids Way.
13. The Utility Owner shall directly submit to the Cabinet any change orders for engineering or inspection for Cabinet consideration and approval before initiation of the work detailed in said change order. Said change order must be reasonably detailed and include proper itemizations from the Utility Owner, computed in accordance with the methods and procedures set forth in

Subpart A of 23 CFR 645. The Cabinet is to review any change orders relative to the construction activities within two (2) working days of its submission. A change order shall be considered in the event there is a change in the scope of work, extra work to be performed, or other major changes in the work covered by this Agreement. If the Utility Owner fails to obtain prior approval of a change order from the Cabinet, the Cabinet has the right to refuse reimbursement of expenditures for such change order.

14. The Utility Owner shall be reimbursed only for the cost of producing the most economical type of facilities that satisfactorily meet the service requirements of the former facilities. A certification to this effect shall be included in submittals for reimbursement for work performed and actual costs incurred.

15. On any relocation project, all work within the limits of the Cabinet's right-of-way, whether by force account or contract, shall be done in accordance with the Cabinet's Standards, Specifications, and Standard Drawings. All traffic control will be in accordance with Part VI of the Manual on Uniform Traffic Control Devices & KYTC Permits Manual. Backfilling and bedding, if required and/or necessary, will be performed in accordance with the most recent version of the Roadway Drainage Installations (RDI) section of the Cabinet's Division of Highway Design Standard Drawings. Surface restoration, if required, will be performed in accordance with requirements of the pertinent Cabinet District Utility Section, as defined in the Cabinet's Current standard Specifications for Road and Bridge Construction, or as directed by the Cabinet's Engineer. The Utility Owner must validate appropriate surface restoration standards with the District Utility Section and District Permit Section prior to any construction.

16. On any relocation project, overhead utilities crossing the non-fully controlled access highway and roadways, the vertical clearance of overhead utilities shall be a minimum of eighteen (18) feet, meet National Electric Safety Code, (NESC) standards and all Cabinet permit requirements identified int the Kentucky Transportation Cabinet's Permits Manual policy, including permits form TC 99-212.
17. On any relocation project, overhead utilities crossing the interstate or other controlled access highway, roadways, and ramps shall have a minimum vertical clearance of twenty-four (24) feet, meet National Electrical Safety Code (NESC) Grade "B" – Heavy Loading standards and all Cabinet permit requirements identified in the Kentucky Transportation Cabinet's Permits Manual policy, including permits form TC 99-211.
18. Per Cabinet policy in the most recent version of the Cabinet's Permits Manual, the following minimum standards are to be adhered to regarding underground utility construction for any relocation project: The minimum depth for underground cable, communications, data, water and sewer utilities is forty-two (42) inches. On fully controlled access routes, natural gas, oil and petroleum fraction lines, the minimum depth is sixty (60) inches. Underground natural gas, oil, and petroleum fraction lines on non-fully controlled access routes must be a minimum of sixty (60) inches under roadways, shoulders, ramps, and ditch lines and a minimum of forty-two (42) inches in all other areas within the state right-of-way. For underground electric lines located within the state right-of-way on fully or non-fully controlled access highways, the minimum depth is sixty (60) inches under roadways, shoulders, ramps, and ditch lines, and a minimum of forty-two (42) inches in all other areas outside of ditch lines. Exceptions may be made where a lesser depth will not interfere with the highway maintenance or safety.

Exceptions shall include an engineering study that must be approved by the Cabinet's State Highway Engineer.

19. Longitudinal utility facilities installed in state right-of-way shall be located behind the ditch line and toe of slope as near to the edge of the right-of-way as practical or in designated utility strips. The facilities shall not be installed longitudinally under pavement, shoulder areas, or ditches. New pole lines installed longitudinally shall be located outside the clear zone.

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RESPONSIBILITIES OF KYTC

20. The Cabinet will reimburse the *Utility Owner* for the actual cost of any qualifying reimbursable costs of the *Utility Owner* upon presentation of invoices from the Utility Owner. The *Utility Owner* will compute costs by and in accordance with the methods and procedures set forth in Subpart A of 23 CFR 645. The method of developing the relocation costs is found in 23 CFR 645.117.

21. Itemized bills from the *Utility Owner* will be in detail form that will meet the approval of the Cabinet and the Federal Highway Administration.

Payments will be made on the following basis in accordance with 23 CFR 645.117:

Current Billings. The Utility Owner may submit current billings reflecting the actual cost incurred during any given work period, in which case, the current billings will be paid within thirty (30) business days after receipt of same by the Cabinet.

Final Payment. Upon completion of all said work and the submission of final itemized invoices and as-built drawings, the Utility Owner shall provide one final and complete billing of all remaining costs incurred, within one year following completion of the utility relocation work performed by the Cabinet pursuant to this Agreement, otherwise previous payments to the Utility Owner shall be considered final, except as agreed to between the Cabinet and the Utility Owner. The final billing will be forwarded for payment after review and approval of the District Utilities Supervisor and submitted to the Central Office Utilities Section, it being understood, however, that the billings are subject to audit and verification by the Cabinet and/or the Federal Highway Administration.

Cabinet Reimbursement. The Cabinet may be due reimbursement from the Utility Owner. In such a condition, the Cabinet may submit billings reflecting the actual cost incurred during any given work period or may submit a final itemized invoice upon completion. Said invoice will be based on as-bid costs and as-built quantities and paid within thirty (30) business days after receipt of same.

ADDITIONAL REQUIREMENTS

22. In the event of a dispute between the Utility Owner and the contracting agency, Attorney General, or the Auditor of Public Accounts over documents that are eligible for production and review, the Finance and Administration Cabinet shall review the dispute and issue a determination, in accordance with Secretary's Order 11-004.
23. All records of the Utility Owner pertaining to this project will be subject to inspection at any reasonable time by representatives of the Cabinet and/or the Federal Highway Administration and shall be retained and maintained as prescribed in 23 CFR 645.117 (i)(3).
24. Execution of this Agreement and issuance of a Cabinet Authorization number hereon is conditioned upon the acceptance and agreement to the standard terms and conditions of the Cabinet Encroachment Permit (TC99-1) form revision in effect at the time of execution of this Agreement, the Permit terms and conditions are made a part of this agreement by this reference.
25. The work of altering and maintaining the Utility Owner's facilities covered by this Agreement, at any time after they have been relocated by the Cabinet as herein provided, shall be done by the Utility Owner at its sole expense except as may otherwise be provided by law. Such work as is necessary to install, alter, service and maintain any facilities within the Cabinet's right of way will be performed in accordance with policies and procedures prescribed by the Cabinet's Permits Manual and in such a manner as will ensure the safety of the general public in their use of the road as a highway. Access from the through-traffic roadways and ramps for maintenance or servicing of utility facilities located on the Cabinet's right of way requires

an encroachment permit except by permission of the District Engineer in an emergency situation.

26. It is agreed by and between the parties hereto that 23 CFR 645 and supplements and amendments thereto form an essential part of this Agreement and shall in no way be abrogated or superseded by the terms and provisions of this Agreement.
27. Limited to acts related to this Agreement, the Utility Owner agrees to indemnify and hold harmless, to the extent permitted by law, the Cabinet against any and all third-party claims, demands, obligations or litigation that result from: (1) any material breach of this Agreement by the Utility Owner; (2) any and all negligent acts of the Utility Owner; and (3) any policy, procedure or employment practice of the Utility Owner violating applicable Federal, State or local laws.
28. The Utility Owner shall maintain adequate protection of all work from damage and shall protect the Cabinet's property from injury or loss arising in connection with this Agreement. The Utility Owner shall make good any such damage, injury or loss, except such as may be directly due to errors in the solicitation or caused by agents or employees of the Cabinet. The Utility Owner shall adequately protect adjacent property as provided by law and this Agreement.
29. The Utility Owner shall take all necessary precautions for the safety of employees on the work site and shall comply with all applicable provisions of Federal, State and municipal safety laws and building codes to prevent accidents or injury to persons on, about or adjacent to the premises where the work is being performed. The Utility Owner shall comply with all

applicable Federal and State Occupational Safety and Health Administration (OSHA) standards including 23 CFR 634 and Kentucky Revised Statutes (KRS) Chapter 338.

30. By execution of this Agreement, the Utility Owner is agreeing that the scope of this Agreement shall be in compliance with all applicable Federal, State and local laws, regulations and mandates.

31. To the extent applicable to this agreement, the Utility Owner shall comply with the Buy America requirements set forth in 23 U.S.C. 313, 23 CFR 635.410, 48 FR 53099, and Infrastructure Investment and Jobs Act (IIJA), 117-58, including the Build America, Buy America Act (BABA) 117-58, Section 70301-52 for the permanent inclusion of articles, materials, or supplies classified as iron or steel or a construction material. Pursuant to final rule made effective December 27, 1983, citation 48 FR 53099, FHWA funded projects are exempted from the manufactured products requirement which is hereby excluded herein. Final rule 48 FR 53099 does not waive the applicability of Buy America requirements to any steel or iron component of a manufactured product regardless of the overall composition of the manufactured product. The Utility Owner is not required to change its existing standards for materials as long as the applicable Buy America requirements are met. Buy America requirements take precedence over regulations pertaining to the accommodation or relocation of the Utility Owner's facilities set forth in 23 CFR 645 and over regulations which allow the Utility Owner to furnish materials from Utility Owner stock set forth in 23 CFR 645.117(e). Utility Owner stock materials that do not meet applicable Buy America requirements may not be permanently incorporated into a FAHP funded project. The Utility Owner understands and acknowledges that the Agreement may be subject to the requirements of the Buy America

law, 23 U.S.C. 313 and applicable regulations, including 23 CFR 635.410, IIJA, BABA, and Federal Highway Administration guidance. The Utility Owner must provide certification that all products, permanently incorporated into the project adhere to the Buy America requirements. In lieu of a separate certification, the Utility Owner hereby certifies that in the performance of this Agreement, for products where Buy America requirements apply, it shall use only such products for which it has received a certification from its supplier, or provider of construction services that procures the product certifying Buy America compliance. This does not include products for which waivers have been granted under 23 CFR 635.410 or other applicable provisions. Products permanently incorporated into the project shall be Utility Owner certified via signature and submission of the statement of charges (TC69-008) form. In some circumstances, a waiver of the Buy America requirements may be granted by the FHWA, to be determined on a project-by-project basis.

32. The Cabinet reserves the right in its sole discretion to demand that the Utility Owner and all contractors and subcontractors immediately cease any portion of, or all further work undertaken within the scope of work of this agreement. Any authorized services performed, materials used or installed to the satisfaction of the Cabinet before the demand to cease any or all further work shall be paid in accordance with the terms of the section entitled "Responsibilities of the KYTC". The Cabinet shall thereafter authorize the Utility Owner in writing to undertake only, reasonable and necessary additional work or services and acquire, expend, use or install only, reasonable and necessary additional materials to reestablish the original use and function of their facility.

33. Effective Date: This Agreement is not effective until the Secretary of the Finance and Administration Cabinet or his authorized designee has approved the contract and until the contract has been submitted to the Legislative Research Commission, Government Contract Review Committee ("LRC"). However, in accordance with KRS 45A.700, contracts in aggregate amounts of $10,000 or less are exempt from review by the committee and need only be filed with the committee within 30 days of their effective date for informational purposes.

KRS 45A.695(7) provides that payments on personal service contracts and memoranda of agreement shall not be authorized for services rendered after government contract review committee disapproval, unless the decision of the committee is overridden by the Secretary of the Finance and Administration Cabinet or agency head, if the agency has been granted delegation authority by the Secretary. The Utility Owner shall be paid upon the submission of proper invoices to the receiving agency at the prices stipulated for the supplies delivered and accepted, or services rendered. Unless otherwise specified, payment will not be made for partial deliveries accepted. Payments will be made within thirty (30) working days after receipt of goods or a Utility Owner's invoice in accordance with KRS 45.453 and KRS 45.454.

34. LRC Policies: This section does not apply to governmental or quasi-governmental entities. Pursuant to KRS 45A.725, LRC has established policies which govern rates payable for certain professional services. These are located on the LRC webpage ((https://apps.legislature.ky.gov/moreinfo/Contracts/homepage.html) and would impact any contract established under KRS 45A.690 et seq., where applicable.

35. Choice of Law and Forum: This section does not apply to governmental or quasi-governmental entities. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. Any action brought against the Commonwealth on the contract, including but not limited to actions either for breach of contract or for enforcement of the contract, shall be brought in Franklin Circuit Court, Franklin County, Kentucky in accordance with KRS 45A.245.

36. EEO Requirements: This section does not apply to governmental or quasi-governmental entities. The Equal Employment Opportunity Act of 1978 applies to All State government projects with an estimated value exceeding $500,000. The Utility Owner shall comply with all terms and conditions of the Act.

37. Cancellation: Both parties shall have the right to terminate and cancel this contract at any time not to exceed thirty (30) days' written notice served on the Utility Owner by registered or certified mail.

38. Funding Out Provision: The Cabinet may terminate this contract if funds are not appropriated to the contracting agency or are not otherwise available for the purpose of making payments without incurring any obligation for payment after the date of termination, regardless of the terms of the contract. The Cabinet shall provide the Utility Owner thirty (30) calendar days' written notice of termination of the contract due to lack of available funding.

39. Reduction in Contract Worker Hours: The Kentucky General Assembly may allow for a reduction in contract worker hours in conjunction with a budget balancing measure for some professional and non-professional service contracts. If under such authority the

agency is required by Executive Order or otherwise to reduce contract hours, the Agreement will be reduced by the amount specified in that document. If the contract funding is reduced, then the scope of work related to the contract may also be reduced commensurate with the reduction in funding. This reduction of the scope shall be agreeable to both parties and shall not be considered a breach of contract.

40. Authorized to do Business in Kentucky: This section does not apply to governmental or quasi-governmental entities. The Utility Owner affirms that it is properly authorized under the laws of the Commonwealth of Kentucky to conduct business in this state and will remain in good standing to do business in the Commonwealth of Kentucky for the duration of any contract awarded.

The Utility Owner shall maintain certification of authority to conduct business in the Commonwealth of Kentucky during the term of this Agreement. Such registration is obtained from the Secretary of State, who will also provide the certification thereof.

Registration with the Secretary of State by a Foreign Entity: Pursuant to KRS 45A.480(1)(b), an agency, department, office, or political subdivision of the Commonwealth of Kentucky shall not award a state contract to a person that is a foreign entity required by KRS 14A.9-010 to obtain a certificate of authority to transact business in the Commonwealth ("certificate") from the Secretary of State under KRS 14A.9-030 unless the person produces the certificate within fourteen (14) days of the bid or proposal opening. Therefore, foreign entities should submit a copy of their certificate with their solicitation response. If the foreign entity is not required to obtain a certificate as provided

in KRS 14A.9-010, the foreign entity should identify the applicable exception in its solicitation response. Foreign entity is defined within KRS 14A.1-070.

For all foreign entities required to obtain a certificate of authority to transact business in the Commonwealth, if a copy of the certificate is not received by the contracting agency within the time frame identified above, the foreign entity's solicitation response shall be deemed non-responsive, or the awarded contract shall be cancelled.

Businesses can register with the Secretary of State at https://onestop.ky.gov/Pages/default.aspx.

41. Invoices for fees: This section does not apply to governmental or quasi-governmental entities. The Utility Owner shall maintain supporting documents to substantiate invoices and shall furnish same if required by state government.

42. Travel expenses, if authorized: This section does not apply to governmental or quasi-governmental entities. The Utility Owner shall be paid for no travel expenses unless and except as specifically authorized by the specifications of this Agreement or authorized in advance and in writing by the Commonwealth. The Utility Owner shall maintain supporting documents that substantiate every claim for expenses and shall furnish same if requested by the Commonwealth.

43. Other expenses, if authorized herein: This section does not apply to governmental or quasi-governmental entities. The Utility Owner shall be reimbursed for no other expenses of any kind, unless and except as specifically authorized within the specifications of this Agreement or authorized in advance and in writing by the Commonwealth.

If the reimbursement of such expenses is authorized, the reimbursement shall be only on an out-of-pocket basis. Request for payment of same shall be processed upon receipt from the Utility Owner of valid, itemized statements submitted periodically for payment at the time any fees are due. The Utility Owner shall maintain supporting documents that substantiate every claim for expenses and shall furnish same if requested by the Commonwealth.

44. Purchasing and specifications: This section does not apply to governmental or quasi-governmental entities. The Utility Owner certifies that he/she will not attempt in any manner to influence any specifications to be restrictive in any way or respect nor will he/she attempt in any way to influence any purchasing of services, commodities or equipment by the Commonwealth of Kentucky. For the purpose of this paragraph and the following paragraph that pertains to conflict-of interest laws and principles, "he/she" is construed to mean "they" if more than one person is involved and if a firm, partnership, corporation, or other organization is involved, then "he/she" is construed to mean any person with an interest therein.

45. Conflict-of-interest laws and principles: This section does not apply to governmental or quasi-governmental entities. The Utility Owner certifies that he/she is legally entitled to enter into this contract with the Commonwealth of Kentucky, and by holding and performing this contract, he/she will not be violating either any conflict of interest statute (KRS 45A.330-45A.340, 45A.990, 164.390), or KRS 11A.040 of the executive branch code of ethics, relating to the employment of former public servants.

46. Campaign finance: This section does not apply to governmental or quasi-governmental entities. The Utility Owner certifies that neither he/she nor any member of his/her immediate family having an interest of 10% or more in any business entity involved in the performance of this Agreement, has contributed more than the amount specified in KRS 121.056(2), to the campaign of the gubernatorial candidate elected at the election last preceding the date of this Agreement. The Utility Owner further swears under the penalty of perjury, as provided by KRS 523.020, that neither he/she nor the Utility Owner which he/she represents, has knowingly violated any provisions of the campaign finance laws of the Commonwealth, and that the award of a Agreement to him/her or the Utility Owner which he/she represents will not violate any provisions of the campaign finance laws of the Commonwealth.

47. Access to Records: The Cabinet 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 Utility Owner 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).

48. Social security: This section does not apply to governmental or quasi-governmental entities. The parties are cognizant that the state is not liable for social security contributions, pursuant to 42 U.S. Code, section 418, relative to the compensation of the second party for this Agreement.

Any exceptions to this stipulation require an attachment or exhibit that explicitly addresses, and provides a basis for, payment of second party's social security contributions by the state, pursuant to 42 U.S. Code, section 418.

49. Violation of tax and employment laws: KRS 45A.485 requires the Utility Owner and all subcontractors performing work under the Agreement to reveal to the Commonwealth any final determination of a violation by the Utility Owner 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 Agreement.

Failure to disclose violations, shall be grounds for the Commonwealth's disqualification of a Utility Owner or subcontractor from eligibility for future state contracts for a period of two (2) years.

To comply with KRS 45A.485, the Utility Owner and all subcontractors performing work under this Agreement 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 Utility Owner 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. Utility Owner 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.

50. Discrimination: This section applies only to contracts 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 Utility Owner agrees as follows:

The Utility Owner 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 Utility Owner 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 Utility Owner agrees to provide, upon request, needed reasonable accommodations. The Utility Owner 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 Utility Owner 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 Utility Owner, the Utility Owner will state that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability.

The Utility Owner will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding a notice advising the said labor union or workers' representative of the Utility Owner 's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The Utility Owner 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.

The Utility Owner will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended, and of the rules, regulations and relevant orders of the Secretary of Labor.

The Utility Owner will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her 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.

In the event of the Utility Owner 's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations or orders, this Agreement may be cancelled, terminated or suspended in whole or in part, and the Utility Owner may be declared ineligible for further government contracts or federally-assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended, and such other sanctions that may be imposed and remedies invoked as provided in or as otherwise provided by law.

The Utility Owner will include the provisions of paragraphs (1) through (7) of section 202 of Executive Order 11246 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 No. 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Utility Owner 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 Utility Owner becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the agency,

the Utility Owner may request the United States to enter into such litigation to protect the interests of the United States.

51. Bidder, Offeror, or Contractor Mandatory Representations Compliance with Commonwealth Law: The Utility Owner represents that, pursuant to KRS 45A.485, they and any subcontractor performing work under the contract will be in continuous compliance with the KRS chapters listed below and have revealed to the Commonwealth any violation determinations within the previous five (5) years:

KRS Chapter 136 (CORPORATION AND UTILITY TAXES)

KRS Chapter 139 (SALES AND USE TAXES)

KRS Chapter 141 (INCOME TAXES)

KRS Chapter 337 (WAGES AND HOURS)

KRS Chapter 338 (OCCUPATIONAL SAFETY AND HEALTH OF EMPLOYEES)

KRS Chapter 341 (UNEMPLOYMENT COMPENSATION)

KRS Chapter 342 (WORKERS' COMPENSATION)

52. Boycott Provisions: The Utility Owner represents that, pursuant to KRS 45A.607,, they are not currently engaged in, and will not for the duration of the Agreement engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which Kentucky can enjoy open trade. Note: The term Boycott does not include actions taken for bona fide business or economic reasons, or actions specifically required by federal or state law.

53. Lobbying Prohibitions: The Utility Owner represents that they, and any subcontractor performing work under the Agreement, have not violated the agency restrictions contained

in KRS 11A.236 during the previous ten (10) years, and pledges to abide by the restrictions set forth in such statute for the duration of the contract awarded.

The Utility Owner further represents that, pursuant to KRS 45A.328, they have not procured an original, subsequent, or similar contract while employing an executive agency lobbyist who was convicted of a crime related to the original, subsequent, or similar contract within five (5) years of the conviction of the lobbyist.

The remainder of this page is intentionally left blank.

AGREEMENT EXECUTION

By the execution of this Agreement, the Parties warrant that they have fully read this Agreement, agree to the terms and conditions and accept the assignment of work duties as defined within this Agreement. The Utility Owner warrants that the existing sewer facilities identified have been verified, said facilities must be relocated due to the referenced Cabinet project, and the relocation of said facilities are reimbursable as defined in KRS 177.035. The Cabinet warrants that all reimbursable costs invoiced will be paid as defined herein.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized officers.

On the date of _____.

COMMONWEALTH OF KENTUCKY
TRANSPORTATION CABINET APPROVALS

Approval of the Division of Right of Way and Utilities

SIGNATURE: _____
Division Director

Approval of the Utilities & Rail Branch

SIGNATURE: _____
TEBM – Utilities and Rail

DATE: _____

Approved Form and Legality

SIGNATURE: _____

DATE: _____
Office of Legal Services

Approval of Utility Owner

SIGNATURE: _____ DATE: _____

TITLE: _____

RESOLUTION NO. _____-2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT WITH THE KENTUCKY TRANSPORTATION CABINET TO RELOCATE/REPLACE EXISTING SANITARY SEWERS FOR THE APHIDS WAY WIDENING PROJECT AT NO COST TO THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT.

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

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute an Agreement, which is attached hereto and incorporated herein by reference, with the Kentucky Transportation Cabinet to relocate/replace existing sanitary sewers for the Aphids Way Widening Project at no cost to the Lexington-Fayette Urban County Government.

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

PASSED URBAN COUNTY COUNCIL:

_____
MAYOR

ATTEST:

_____
CLERK OF URBAN COUNTY COUNCIL
0253-25:WDR:4900-7088-7212, v. 1

RESOLUTION NO. 125-2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT WITH THE KENTUCKY TRANSPORTATION CABINET TO RELOCATE/REPLACE EXISTING SANITARY SEWERS FOR THE APHIDS WAY WIDENING PROJECT AT NO COST TO THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT.

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

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute an Agreement, which is attached hereto and incorporated herein by reference, with the Kentucky Transportation Cabinet to relocate/replace existing sanitary sewers for the Aphids Way Widening Project at no cost to the Lexington-Fayette Urban County Government.

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

PASSED URBAN COUNTY COUNCIL: March 20, 2025

Linda Gorton
MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0253-25:WDR:4900-7088-7212, v. 1

at

Kentucky Transportation Cabinet
Division of Right of Way & Utilities

UTILITY RELOCATION KEEP COST AGREEMENT PURSUANT TO KRS 177.035 WORK BY CABINET'S HIGHWAY CONTRACTOR

Fayette County, 0HSIP4181033
FD52 034 95280 05U
Richmond Road & Athens Boonsboro Road Safety Project
Item No. 7 - 9012.50

THIS UTILITY RELOCATION AGREEMENT is made and entered into by and between the Kentucky Transportation Cabinet, Department of Highways, hereinafter the Cabinet, Lexington Fayette Urban County Government, 200 E Main Street, Lexington, KY 40507, hereinafter referred to as the Utility Owner.

AGREEMENT PREMISES

1. The Cabinet, in the interest of public safety and convenience, proposes the following: **Intersection and Corridor Improvements to Reduce Conflict Points and Enhance Safety along Richmond Rd and Athens Boonesboro Rd. Includes minor widening of Aphids Way.** from 7.805 to 9.672 mile point, as shown by the Cabinet's survey and general plan sheets, which are hereby made a part of this Agreement.
2. The subject project was authorized by TC 10-1, Official Order Authorization No. **95280 002**, dated **09-14-2022**, subject to appropriate reimbursement by the Federal Highway Administration or Cabinet, which as pertains to this Agreement is in the amount of **$0.00**.
3. The right of way for the proposed roadwork for Aphids Way will pass over and include certain sewer facilities constructed and now maintained by the Utility Owner.
4. It has been agreed by the Utility Owner and the Cabinet that it is in the best interest of both parties that the Cabinet's Road contractor perform the work to relocate the Utility Owner's

facilities as designed by the Cabinet and shown on the Cabinet's survey and general plan sheets.

5. The said facilities may be relocated upon highway right of way, with restrictions, or upon other private right of way to be obtained by the Utility Owner or obtained by the Cabinet and granted to the Utility Owner.

6. If required and applicable, the Cabinet will recommend approval of this project to the Federal Highway Administration for construction with funds apportioned to the Cabinet under the Federal Aid Highway Program, and Acts amendatory thereof and supplementary thereto, including Subpart A of 23 Code of Federal Regulations (CFR) 645.

7. The Cabinet, through the services of contractor or internal personnel, is authorized herein to make the necessary removal, alterations or adjustments of the Utility Owner's existing facilities. Said work is to be completed with 100% of the costs to be borne by the Cabinet and 0% of the costs to be borne by the Utility Owner.

8. If the Utility Owner chooses to use a contractor or a subcontractor, the Utility Owner is required to obtain prior Cabinet approval in writing pursuant to 23 CFR 645.109(a) and 23 CFR 645.115(a). The Cabinet reserves the right to refuse reimbursement for any and all costs associated with work performed by a contractor or subcontractor prior to their approval by the Cabinet. The Cabinet is hereby held harmless from all actions taken by a contractor or subcontractor related to the Utility Owner's failure to acquire said approvals. Said work is to be paid under a contract let by the Utility Owner, adhering to the cost share stipulations described herein.

SCOPE OF AGREEMENT

In consideration of the premises, the parties agree as follows:

9. The Cabinet's contractor or subcontractor will furnish all construction labor, equipment and will use Utility Owner's supplied materials to make and complete all necessary adjustments of the Utility Owner's facilities to accommodate the proposed highway construction as shown in the attached plans and estimate, (Attachment A) and which by this reference is hereby made a part of this Agreement.

10. Facilities to be relocated or adjusted include approximately 500 LF of existing sanitary sewer force main. The estimated cost to the Cabinet for the relocation and/or adjusting is $156,023.98, which is 100% of the total cost ($156,023.98) and is to be borne by the Cabinet as shown by the estimate attached hereto, shown in Attachment A.

11. If the Utility Owner proposes to include betterment in this Agreement, all work directly pertaining to said betterment is detailed in Attachment A and is not reimbursable. Such betterment work to be done is substantially as follows:

    N/A. Such betterment work is estimated to cost $0 and to be borne by the Utility Owner.

12. The scope of work to be completed under this Agreement is substantially as follows:

    Construct approximately 500 LF of 10" PVC sanitary sewer force main, including 200 LF of steel encasement under Aphids Way.

13. The Utility Owner shall directly submit to the Cabinet any change orders for engineering or inspection for Cabinet consideration and approval before initiation of the work detailed in said change order. Said change order must be reasonably detailed and include proper itemizations from the Utility Owner, computed in accordance with the methods and procedures set forth in

Subpart A of 23 CFR 645. The Cabinet is to review any change orders relative to the construction activities within two (2) working days of its submission. A change order shall be considered in the event there is a change in the scope of work, extra work to be performed, or other major changes in the work covered by this Agreement. If the Utility Owner fails to obtain prior approval of a change order from the Cabinet, the Cabinet has the right to refuse reimbursement of expenditures for such change order.

14. The Utility Owner shall be reimbursed only for the cost of producing the most economical type of facilities that satisfactorily meet the service requirements of the former facilities. A certification to this effect shall be included in submittals for reimbursement for work performed and actual costs incurred.

15. On any relocation project, all work within the limits of the Cabinet's right-of-way, whether by force account or contract, shall be done in accordance with the Cabinet's Standards, Specifications, and Standard Drawings. All traffic control will be in accordance with Part VI of the Manual on Uniform Traffic Control Devices & KYTC Permits Manual. Backfilling and bedding, if required and/or necessary, will be performed in accordance with the most recent version of the Roadway Drainage Installations (RDI) section of the Cabinet's Division of Highway Design Standard Drawings. Surface restoration, if required, will be performed in accordance with requirements of the pertinent Cabinet District Utility Section, as defined in the Cabinet's Current standard Specifications for Road and Bridge Construction, or as directed by the Cabinet's Engineer. The Utility Owner must validate appropriate surface restoration standards with the District Utility Section and District Permit Section prior to any construction.

16. On any relocation project, overhead utilities crossing the non-fully controlled access highway and roadways, the vertical clearance of overhead utilities shall be a minimum of eighteen (18) feet, meet National Electric Safety Code, (NESC) standards and all Cabinet permit requirements identified int the Kentucky Transportation Cabinet's Permits Manual policy, including permits form TC 99-212.
17. On any relocation project, overhead utilities crossing the interstate or other controlled access highway, roadways, and ramps shall have a minimum vertical clearance of twenty-four (24) feet, meet National Electrical Safety Code (NESC) Grade "B" – Heavy Loading standards and all Cabinet permit requirements identified in the Kentucky Transportation Cabinet's Permits Manual policy, including permits form TC 99-211.
18. Per Cabinet policy in the most recent version of the Cabinet's Permits Manual, the following minimum standards are to be adhered to regarding underground utility construction for any relocation project: The minimum depth for underground cable, communications, data, water and sewer utilities is forty-two (42) inches. On fully controlled access routes, natural gas, oil and petroleum fraction lines, the minimum depth is sixty (60) inches. Underground natural gas, oil, and petroleum fraction lines on non-fully controlled access routes must be a minimum of sixty (60) inches under roadways, shoulders, ramps, and ditch lines and a minimum of forty-two (42) inches in all other areas within the state right-of-way. For underground electric lines located within the state right-of-way on fully or non-fully controlled access highways, the minimum depth is sixty (60) inches under roadways, shoulders, ramps, and ditch lines, and a minimum of forty-two (42) inches in all other areas outside of ditch lines. Exceptions may be made where a lesser depth will not interfere with the highway maintenance or safety.

Exceptions shall include an engineering study that must be approved by the Cabinet's State Highway Engineer.

19. Longitudinal utility facilities installed in state right-of-way shall be located behind the ditch line and toe of slope as near to the edge of the right-of-way as practical or in designated utility strips. The facilities shall not be installed longitudinally under pavement, shoulder areas, or ditches. New pole lines installed longitudinally shall be located outside the clear zone.

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RESPONSIBILITIES OF KYTC

20. The Cabinet will reimburse the *Utility Owner* for the actual cost of any qualifying reimbursable costs of the *Utility Owner* upon presentation of invoices from the Utility Owner. The *Utility Owner* will compute costs by and in accordance with the methods and procedures set forth in Subpart A of 23 CFR 645. The method of developing the relocation costs is found in 23 CFR 645.117.

21. Itemized bills from the *Utility Owner* will be in detail form that will meet the approval of the Cabinet and the Federal Highway Administration.

Payments will be made on the following basis in accordance with 23 CFR 645.117:

Current Billings. The Utility Owner may submit current billings reflecting the actual cost incurred during any given work period, in which case, the current billings will be paid within thirty (30) business days after receipt of same by the Cabinet.

Final Payment. Upon completion of all said work and the submission of final itemized invoices and as-built drawings, the Utility Owner shall provide one final and complete billing of all remaining costs incurred, within one year following completion of the utility relocation work performed by the Cabinet pursuant to this Agreement, otherwise previous payments to the Utility Owner shall be considered final, except as agreed to between the Cabinet and the Utility Owner. The final billing will be forwarded for payment after review and approval of the District Utilities Supervisor and submitted to the Central Office Utilities Section, it being understood, however, that the billings are subject to audit and verification by the Cabinet and/or the Federal Highway Administration.

Cabinet Reimbursement. The Cabinet may be due reimbursement from the Utility Owner. In such a condition, the Cabinet may submit billings reflecting the actual cost incurred during any given work period or may submit a final itemized invoice upon completion. Said invoice will be based on as-bid costs and as-built quantities and paid within thirty (30) business days after receipt of same.

ADDITIONAL REQUIREMENTS

22. In the event of a dispute between the Utility Owner and the contracting agency, Attorney General, or the Auditor of Public Accounts over documents that are eligible for production and review, the Finance and Administration Cabinet shall review the dispute and issue a determination, in accordance with Secretary's Order 11-004.
23. All records of the Utility Owner pertaining to this project will be subject to inspection at any reasonable time by representatives of the Cabinet and/or the Federal Highway Administration and shall be retained and maintained as prescribed in 23 CFR 645.117 (i)(3).
24. Execution of this Agreement and issuance of a Cabinet Authorization number hereon is conditioned upon the acceptance and agreement to the standard terms and conditions of the Cabinet Encroachment Permit (TC99-1) form revision in effect at the time of execution of this Agreement, the Permit terms and conditions are made a part of this agreement by this reference.
25. The work of altering and maintaining the Utility Owner's facilities covered by this Agreement, at any time after they have been relocated by the Cabinet as herein provided, shall be done by the Utility Owner at its sole expense except as may otherwise be provided by law. Such work as is necessary to install, alter, service and maintain any facilities within the Cabinet's right of way will be performed in accordance with policies and procedures prescribed by the Cabinet's Permits Manual and in such a manner as will ensure the safety of the general public in their use of the road as a highway. Access from the through-traffic roadways and ramps for maintenance or servicing of utility facilities located on the Cabinet's right of way requires

an encroachment permit except by permission of the District Engineer in an emergency situation.

26. It is agreed by and between the parties hereto that 23 CFR 645 and supplements and amendments thereto form an essential part of this Agreement and shall in no way be abrogated or superseded by the terms and provisions of this Agreement.
27. Limited to acts related to this Agreement, the Utility Owner agrees to indemnify and hold harmless, to the extent permitted by law, the Cabinet against any and all third-party claims, demands, obligations or litigation that result from: (1) any material breach of this Agreement by the Utility Owner; (2) any and all negligent acts of the Utility Owner; and (3) any policy, procedure or employment practice of the Utility Owner violating applicable Federal, State or local laws.
28. The Utility Owner shall maintain adequate protection of all work from damage and shall protect the Cabinet's property from injury or loss arising in connection with this Agreement. The Utility Owner shall make good any such damage, injury or loss, except such as may be directly due to errors in the solicitation or caused by agents or employees of the Cabinet. The Utility Owner shall adequately protect adjacent property as provided by law and this Agreement.
29. The Utility Owner shall take all necessary precautions for the safety of employees on the work site and shall comply with all applicable provisions of Federal, State and municipal safety laws and building codes to prevent accidents or injury to persons on, about or adjacent to the premises where the work is being performed. The Utility Owner shall comply with all

applicable Federal and State Occupational Safety and Health Administration (OSHA) standards including 23 CFR 634 and Kentucky Revised Statutes (KRS) Chapter 338.

30. By execution of this Agreement, the Utility Owner is agreeing that the scope of this Agreement shall be in compliance with all applicable Federal, State and local laws, regulations and mandates.

31. To the extent applicable to this agreement, the Utility Owner shall comply with the Buy America requirements set forth in 23 U.S.C. 313, 23 CFR 635.410, 48 FR 53099, and Infrastructure Investment and Jobs Act (IIJA), 117-58, including the Build America, Buy America Act (BABA) 117-58, Section 70301-52 for the permanent inclusion of articles, materials, or supplies classified as iron or steel or a construction material. Pursuant to final rule made effective December 27, 1983, citation 48 FR 53099, FHWA funded projects are exempted from the manufactured products requirement which is hereby excluded herein. Final rule 48 FR 53099 does not waive the applicability of Buy America requirements to any steel or iron component of a manufactured product regardless of the overall composition of the manufactured product. The Utility Owner is not required to change its existing standards for materials as long as the applicable Buy America requirements are met. Buy America requirements take precedence over regulations pertaining to the accommodation or relocation of the Utility Owner's facilities set forth in 23 CFR 645 and over regulations which allow the Utility Owner to furnish materials from Utility Owner stock set forth in 23 CFR 645.117(e). Utility Owner stock materials that do not meet applicable Buy America requirements may not be permanently incorporated into a FAHP funded project. The Utility Owner understands and acknowledges that the Agreement may be subject to the requirements of the Buy America

law, 23 U.S.C. 313 and applicable regulations, including 23 CFR 635.410, IIJA, BABA, and Federal Highway Administration guidance. The Utility Owner must provide certification that all products, permanently incorporated into the project adhere to the Buy America requirements. In lieu of a separate certification, the Utility Owner hereby certifies that in the performance of this Agreement, for products where Buy America requirements apply, it shall use only such products for which it has received a certification from its supplier, or provider of construction services that procures the product certifying Buy America compliance. This does not include products for which waivers have been granted under 23 CFR 635.410 or other applicable provisions. Products permanently incorporated into the project shall be Utility Owner certified via signature and submission of the statement of charges (TC69-008) form. In some circumstances, a waiver of the Buy America requirements may be granted by the FHWA, to be determined on a project-by-project basis.

32. The Cabinet reserves the right in its sole discretion to demand that the Utility Owner and all contractors and subcontractors immediately cease any portion of, or all further work undertaken within the scope of work of this agreement. Any authorized services performed, materials used or installed to the satisfaction of the Cabinet before the demand to cease any or all further work shall be paid in accordance with the terms of the section entitled "Responsibilities of the KYTC". The Cabinet shall thereafter authorize the Utility Owner in writing to undertake only, reasonable and necessary additional work or services and acquire, expend, use or install only, reasonable and necessary additional materials to reestablish the original use and function of their facility.

33. Effective Date: This Agreement is not effective until the Secretary of the Finance and Administration Cabinet or his authorized designee has approved the contract and until the contract has been submitted to the Legislative Research Commission, Government Contract Review Committee ("LRC"). However, in accordance with KRS 45A.700, contracts in aggregate amounts of $10,000 or less are exempt from review by the committee and need only be filed with the committee within 30 days of their effective date for informational purposes.

KRS 45A.695(7) provides that payments on personal service contracts and memoranda of agreement shall not be authorized for services rendered after government contract review committee disapproval, unless the decision of the committee is overridden by the Secretary of the Finance and Administration Cabinet or agency head, if the agency has been granted delegation authority by the Secretary. The Utility Owner shall be paid upon the submission of proper invoices to the receiving agency at the prices stipulated for the supplies delivered and accepted, or services rendered. Unless otherwise specified, payment will not be made for partial deliveries accepted. Payments will be made within thirty (30) working days after receipt of goods or a Utility Owner's invoice in accordance with KRS 45.453 and KRS 45.454.

34. LRC Policies: This section does not apply to governmental or quasi-governmental entities. Pursuant to KRS 45A.725, LRC has established policies which govern rates payable for certain professional services. These are located on the LRC webpage ((https://apps.legislature.ky.gov/moreinfo/Contracts/homepage.html) and would impact any contract established under KRS 45A.690 et seq., where applicable.

35. Choice of Law and Forum: This section does not apply to governmental or quasi-governmental entities. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. Any action brought against the Commonwealth on the contract, including but not limited to actions either for breach of contract or for enforcement of the contract, shall be brought in Franklin Circuit Court, Franklin County, Kentucky in accordance with KRS 45A.245.

36. EEO Requirements: This section does not apply to governmental or quasi-governmental entities. The Equal Employment Opportunity Act of 1978 applies to All State government projects with an estimated value exceeding $500,000. The Utility Owner shall comply with all terms and conditions of the Act.

37. Cancellation: Both parties shall have the right to terminate and cancel this contract at any time not to exceed thirty (30) days' written notice served on the Utility Owner by registered or certified mail.

38. Funding Out Provision: The Cabinet may terminate this contract if funds are not appropriated to the contracting agency or are not otherwise available for the purpose of making payments without incurring any obligation for payment after the date of termination, regardless of the terms of the contract. The Cabinet shall provide the Utility Owner thirty (30) calendar days' written notice of termination of the contract due to lack of available funding.

39. Reduction in Contract Worker Hours: The Kentucky General Assembly may allow for a reduction in contract worker hours in conjunction with a budget balancing measure for some professional and non-professional service contracts. If under such authority the

agency is required by Executive Order or otherwise to reduce contract hours, the Agreement will be reduced by the amount specified in that document. If the contract funding is reduced, then the scope of work related to the contract may also be reduced commensurate with the reduction in funding. This reduction of the scope shall be agreeable to both parties and shall not be considered a breach of contract.

40. Authorized to do Business in Kentucky: This section does not apply to governmental or quasi-governmental entities. The Utility Owner affirms that it is properly authorized under the laws of the Commonwealth of Kentucky to conduct business in this state and will remain in good standing to do business in the Commonwealth of Kentucky for the duration of any contract awarded.

The Utility Owner shall maintain certification of authority to conduct business in the Commonwealth of Kentucky during the term of this Agreement. Such registration is obtained from the Secretary of State, who will also provide the certification thereof.

Registration with the Secretary of State by a Foreign Entity: Pursuant to KRS 45A.480(1)(b), an agency, department, office, or political subdivision of the Commonwealth of Kentucky shall not award a state contract to a person that is a foreign entity required by KRS 14A.9-010 to obtain a certificate of authority to transact business in the Commonwealth ("certificate") from the Secretary of State under KRS 14A.9-030 unless the person produces the certificate within fourteen (14) days of the bid or proposal opening. Therefore, foreign entities should submit a copy of their certificate with their solicitation response. If the foreign entity is not required to obtain a certificate as provided

in KRS 14A.9-010, the foreign entity should identify the applicable exception in its solicitation response. Foreign entity is defined within KRS 14A.1-070.

For all foreign entities required to obtain a certificate of authority to transact business in the Commonwealth, if a copy of the certificate is not received by the contracting agency within the time frame identified above, the foreign entity's solicitation response shall be deemed non-responsive, or the awarded contract shall be cancelled.

Businesses can register with the Secretary of State at https://onestop.ky.gov/Pages/default.aspx.

41. Invoices for fees: This section does not apply to governmental or quasi-governmental entities. The Utility Owner shall maintain supporting documents to substantiate invoices and shall furnish same if required by state government.

42. Travel expenses, if authorized: This section does not apply to governmental or quasi-governmental entities. The Utility Owner shall be paid for no travel expenses unless and except as specifically authorized by the specifications of this Agreement or authorized in advance and in writing by the Commonwealth. The Utility Owner shall maintain supporting documents that substantiate every claim for expenses and shall furnish same if requested by the Commonwealth.

43. Other expenses, if authorized herein: This section does not apply to governmental or quasi-governmental entities. The Utility Owner shall be reimbursed for no other expenses of any kind, unless and except as specifically authorized within the specifications of this Agreement or authorized in advance and in writing by the Commonwealth.

If the reimbursement of such expenses is authorized, the reimbursement shall be only on an out-of-pocket basis. Request for payment of same shall be processed upon receipt from the Utility Owner of valid, itemized statements submitted periodically for payment at the time any fees are due. The Utility Owner shall maintain supporting documents that substantiate every claim for expenses and shall furnish same if requested by the Commonwealth.

44. Purchasing and specifications: This section does not apply to governmental or quasi-governmental entities. The Utility Owner certifies that he/she will not attempt in any manner to influence any specifications to be restrictive in any way or respect nor will he/she attempt in any way to influence any purchasing of services, commodities or equipment by the Commonwealth of Kentucky. For the purpose of this paragraph and the following paragraph that pertains to conflict-of interest laws and principles, "he/she" is construed to mean "they" if more than one person is involved and if a firm, partnership, corporation, or other organization is involved, then "he/she" is construed to mean any person with an interest therein.

45. Conflict-of-interest laws and principles: This section does not apply to governmental or quasi-governmental entities. The Utility Owner certifies that he/she is legally entitled to enter into this contract with the Commonwealth of Kentucky, and by holding and performing this contract, he/she will not be violating either any conflict of interest statute (KRS 45A.330-45A.340, 45A.990, 164.390), or KRS 11A.040 of the executive branch code of ethics, relating to the employment of former public servants.

46. Campaign finance: This section does not apply to governmental or quasi-governmental entities. The Utility Owner certifies that neither he/she nor any member of his/her immediate family having an interest of 10% or more in any business entity involved in the performance of this Agreement, has contributed more than the amount specified in KRS 121.056(2), to the campaign of the gubernatorial candidate elected at the election last preceding the date of this Agreement. The Utility Owner further swears under the penalty of perjury, as provided by KRS 523.020, that neither he/she nor the Utility Owner which he/she represents, has knowingly violated any provisions of the campaign finance laws of the Commonwealth, and that the award of a Agreement to him/her or the Utility Owner which he/she represents will not violate any provisions of the campaign finance laws of the Commonwealth.

47. Access to Records: The Cabinet 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 Utility Owner 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).

48. Social security: This section does not apply to governmental or quasi-governmental entities. The parties are cognizant that the state is not liable for social security contributions, pursuant to 42 U.S. Code, section 418, relative to the compensation of the second party for this Agreement.

Any exceptions to this stipulation require an attachment or exhibit that explicitly addresses, and provides a basis for, payment of second party's social security contributions by the state, pursuant to 42 U.S. Code, section 418.

49. Violation of tax and employment laws: KRS 45A.485 requires the Utility Owner and all subcontractors performing work under the Agreement to reveal to the Commonwealth any final determination of a violation by the Utility Owner 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 Agreement.

Failure to disclose violations, shall be grounds for the Commonwealth's disqualification of a Utility Owner or subcontractor from eligibility for future state contracts for a period of two (2) years.

To comply with KRS 45A.485, the Utility Owner and all subcontractors performing work under this Agreement 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 Utility Owner 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. Utility Owner 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.

50. Discrimination: This section applies only to contracts 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 Utility Owner agrees as follows:

The Utility Owner 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 Utility Owner 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 Utility Owner agrees to provide, upon request, needed reasonable accommodations. The Utility Owner 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 Utility Owner 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 Utility Owner, the Utility Owner will state that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability.

The Utility Owner will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding a notice advising the said labor union or workers' representative of the Utility Owner 's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The Utility Owner 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.

The Utility Owner will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended, and of the rules, regulations and relevant orders of the Secretary of Labor.

The Utility Owner will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her 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.

In the event of the Utility Owner 's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations or orders, this Agreement may be cancelled, terminated or suspended in whole or in part, and the Utility Owner may be declared ineligible for further government contracts or federally-assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended, and such other sanctions that may be imposed and remedies invoked as provided in or as otherwise provided by law.

The Utility Owner will include the provisions of paragraphs (1) through (7) of section 202 of Executive Order 11246 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 No. 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Utility Owner 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 Utility Owner becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the agency,

the Utility Owner may request the United States to enter into such litigation to protect the interests of the United States.

51. Bidder, Offeror, or Contractor Mandatory Representations Compliance with Commonwealth Law: The Utility Owner represents that, pursuant to KRS 45A.485, they and any subcontractor performing work under the contract will be in continuous compliance with the KRS chapters listed below and have revealed to the Commonwealth any violation determinations within the previous five (5) years:

KRS Chapter 136 (CORPORATION AND UTILITY TAXES)

KRS Chapter 139 (SALES AND USE TAXES)

KRS Chapter 141 (INCOME TAXES)

KRS Chapter 337 (WAGES AND HOURS)

KRS Chapter 338 (OCCUPATIONAL SAFETY AND HEALTH OF EMPLOYEES)

KRS Chapter 341 (UNEMPLOYMENT COMPENSATION)

KRS Chapter 342 (WORKERS' COMPENSATION)

52. Boycott Provisions: The Utility Owner represents that, pursuant to KRS 45A.607,, they are not currently engaged in, and will not for the duration of the Agreement engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which Kentucky can enjoy open trade. Note: The term Boycott does not include actions taken for bona fide business or economic reasons, or actions specifically required by federal or state law.

53. Lobbying Prohibitions: The Utility Owner represents that they, and any subcontractor performing work under the Agreement, have not violated the agency restrictions contained

in KRS 11A.236 during the previous ten (10) years, and pledges to abide by the restrictions set forth in such statute for the duration of the contract awarded.

The Utility Owner further represents that, pursuant to KRS 45A.328, they have not procured an original, subsequent, or similar contract while employing an executive agency lobbyist who was convicted of a crime related to the original, subsequent, or similar contract within five (5) years of the conviction of the lobbyist.

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AGREEMENT EXECUTION

By the execution of this Agreement, the Parties warrant that they have fully read this Agreement, agree to the terms and conditions and accept the assignment of work duties as defined within this Agreement. The Utility Owner warrants that the existing sewer facilities identified have been verified, said facilities must be relocated due to the referenced Cabinet project, and the relocation of said facilities are reimbursable as defined in KRS 177.035. The Cabinet warrants that all reimbursable costs invoiced will be paid as defined herein.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized officers.

On the date of _____.

COMMONWEALTH OF KENTUCKY
TRANSPORTATION CABINET APPROVALS

Approval of the Division of Right of Way and Utilities

SIGNATURE: _____
Division Director

Approval of the Utilities & Rail Branch

SIGNATURE: _____
TEBM – Utilities and Rail

DATE: _____

Approved Form and Legality

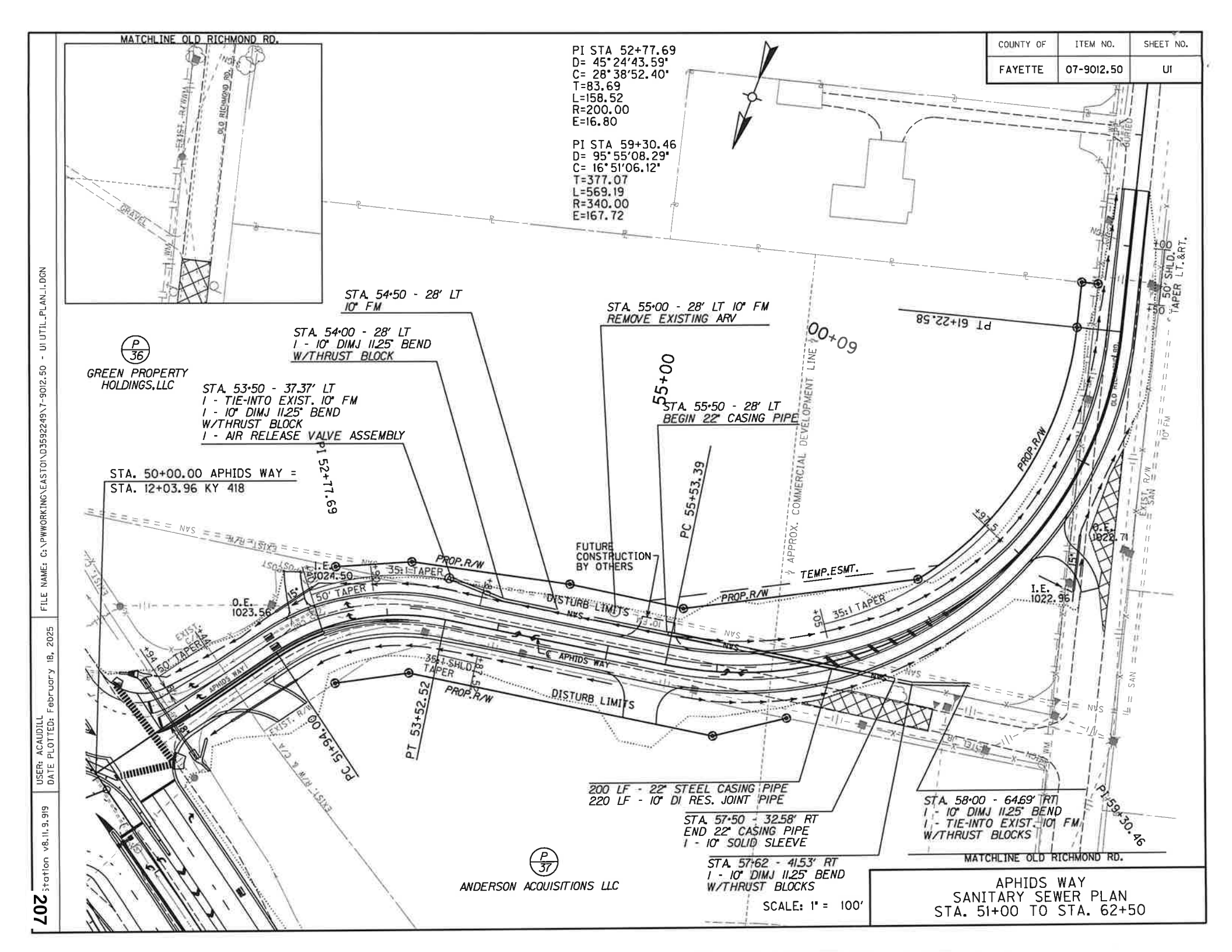
SIGNATURE: _____

DATE: _____
Office of Legal Services

Approval of Utility Owner

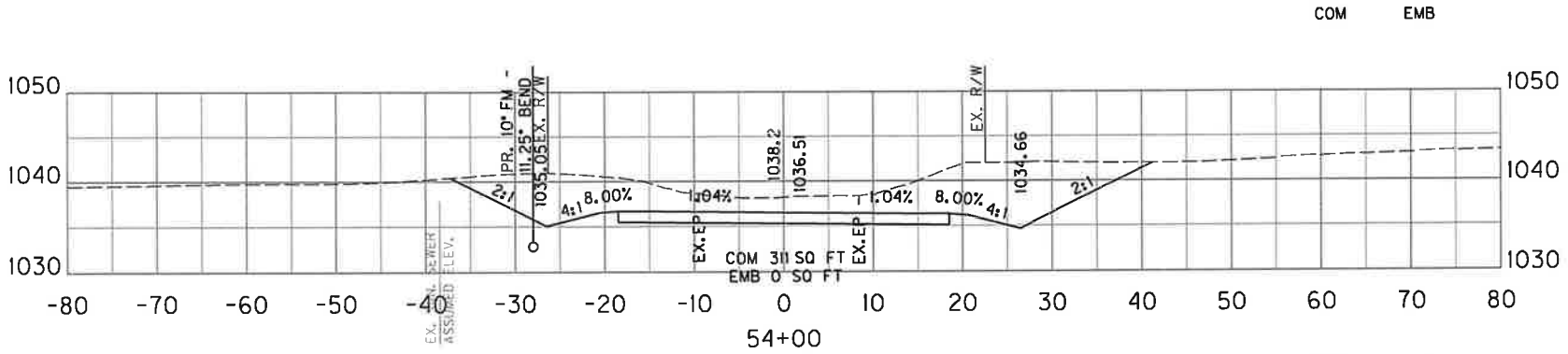
SIGNATURE: Linda Gorton DATE: 3/24/25

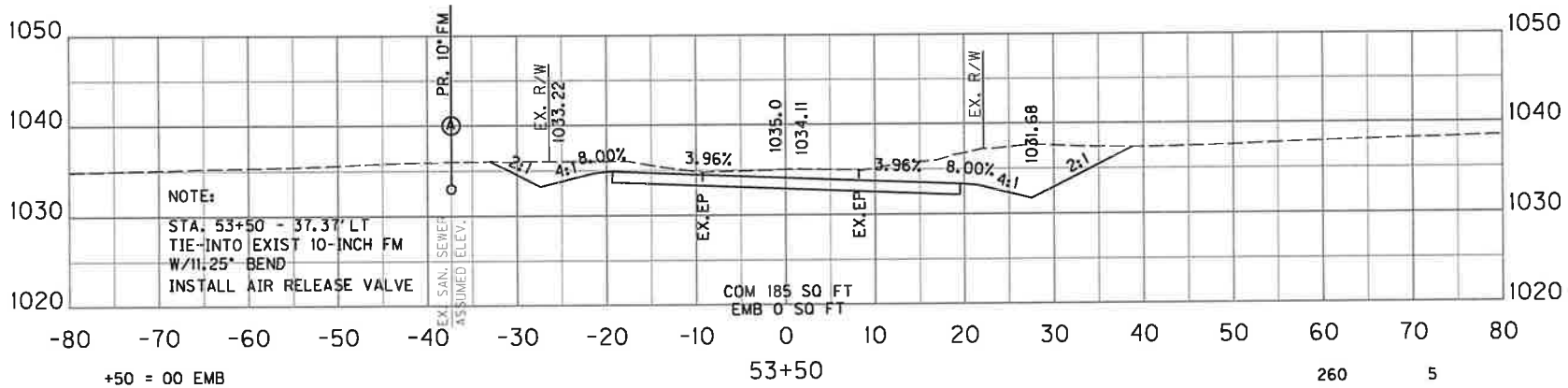
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USER: ACAUDILL
DATE PLOTTED: February 18, 2025
Station v8.11.9.919

COUNTY OF	ITEM NO.	SHEET NO.
FAYETTE	07-9012.50	U2





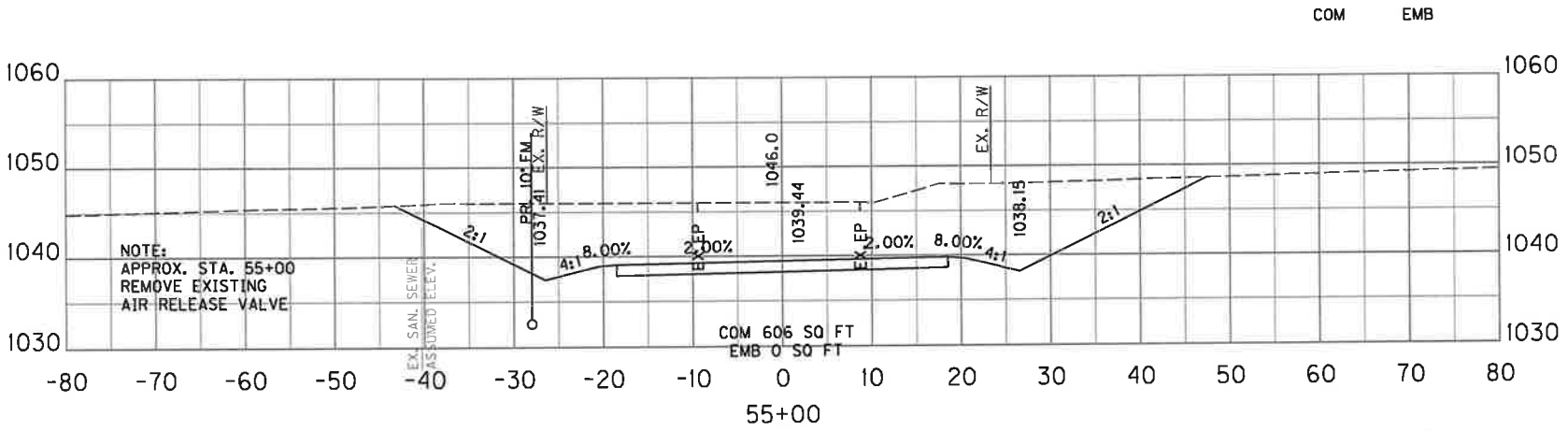
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1" = 20' VERTICAL

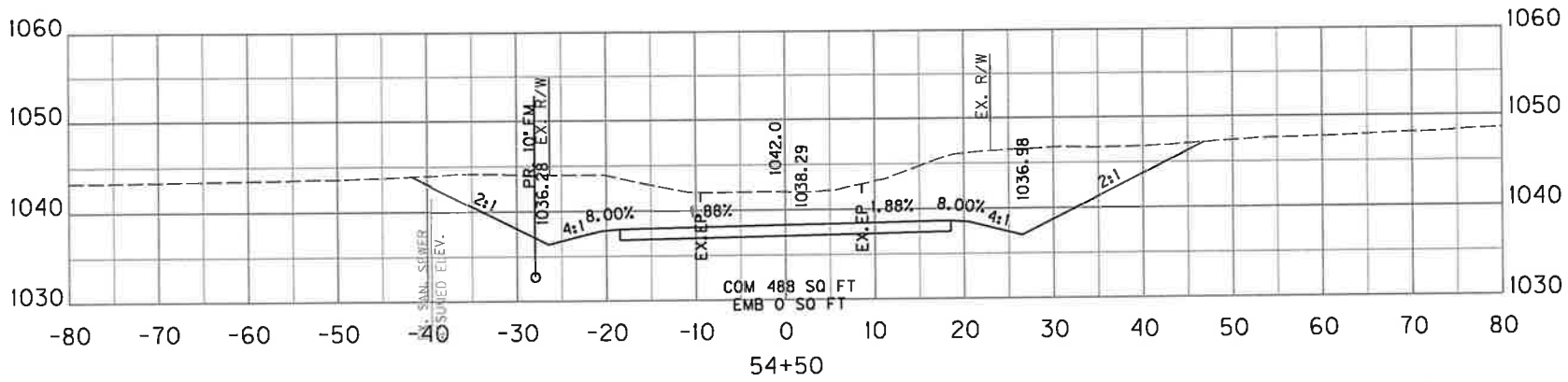
APHIDS WAY
CROSS SECTION SHEET
STA. 53+50 TO STA. 54+00

FILE NAME: C:\PWWORKING\EASTOI\D1641094\APHIDS XS.DGN
USER: ACAUDILL
DATE PLOTTED: January 16, 2025
Bentley InRoads v8.11.9.919

COUNTY OF	ITEM NO.	SHEET NO.
FAYETTE	07-9012.50	U3

STA. 55+44 - 28' LT
BEGIN DI RES. JOINT PIPE



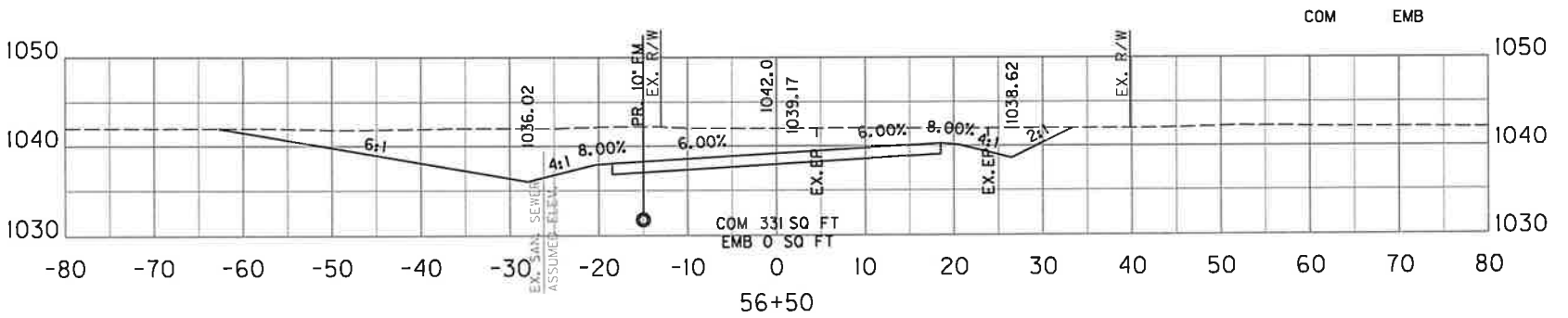


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1" = 20' VERTICAL

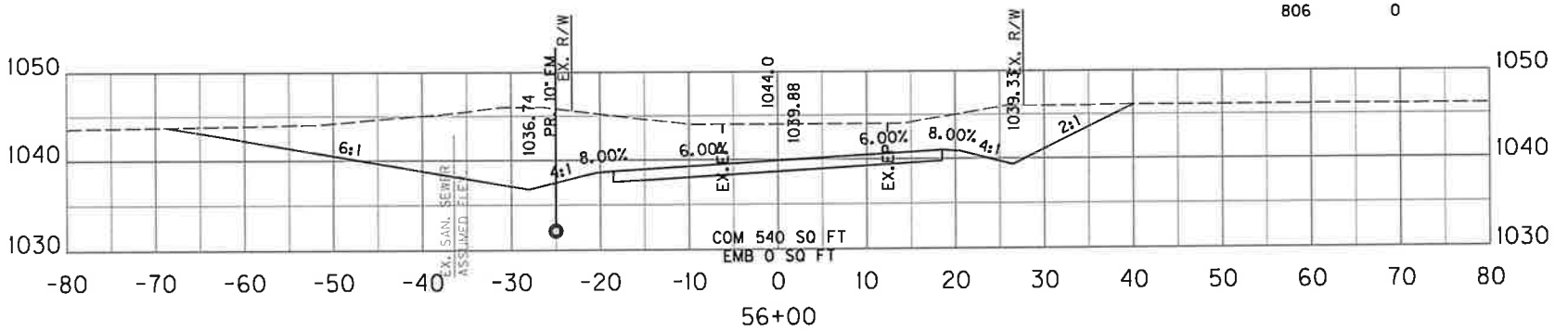
APHIDS WAY
CROSS SECTION SHEET
STA. 54+50 TO STA. 55+00

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USER: ACAUDILL
DATE PLOTTED: January 16, 2025
tation v8.11.9.919

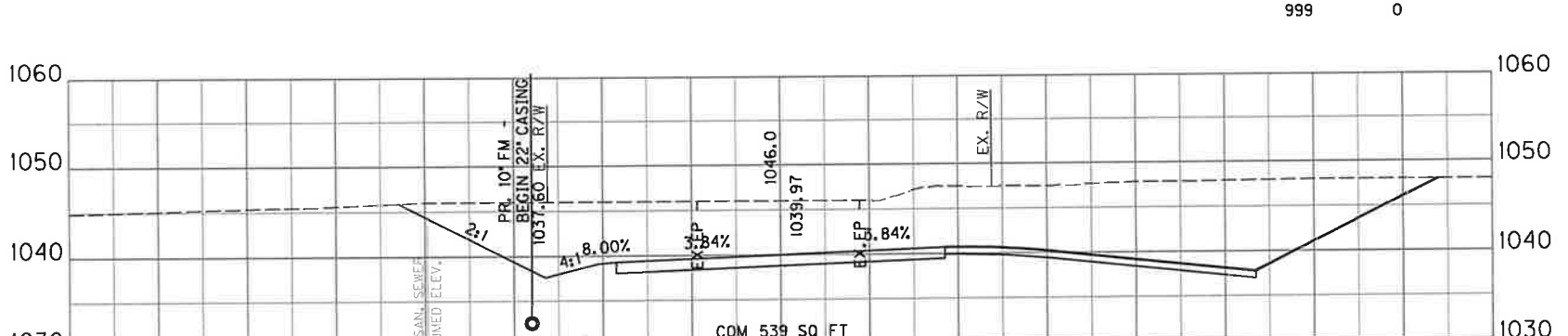
COUNTY OF	ITEM NO.	SHEET NO.
FAYETTE	07-9012.50	U4



806 0



999 0



1059 0

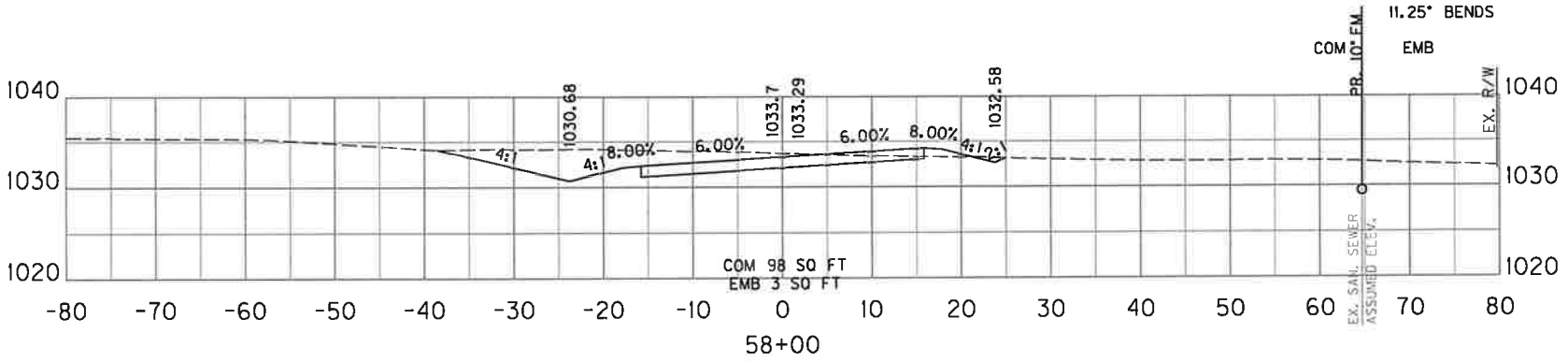
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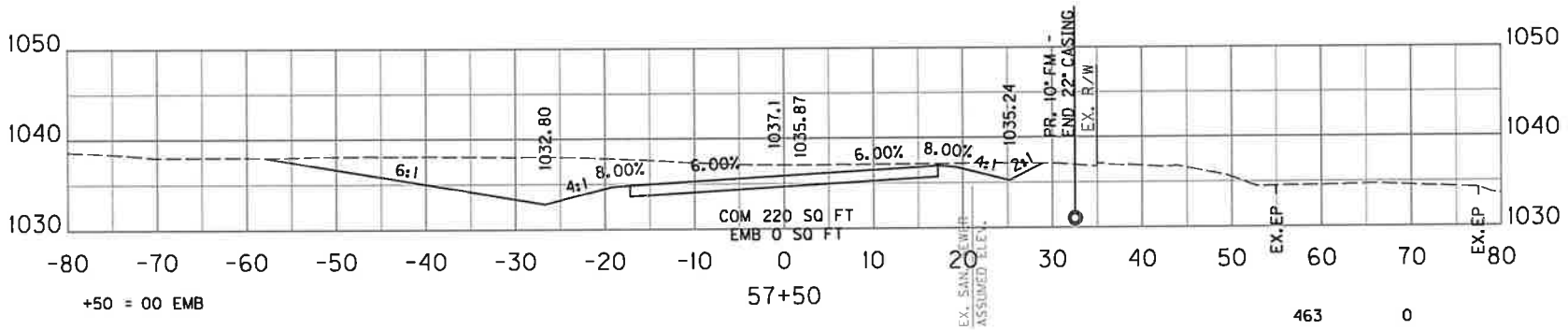
APHIDS WAY
CROSS SECTION SHEET
STA.55+50 TO STA.56+50

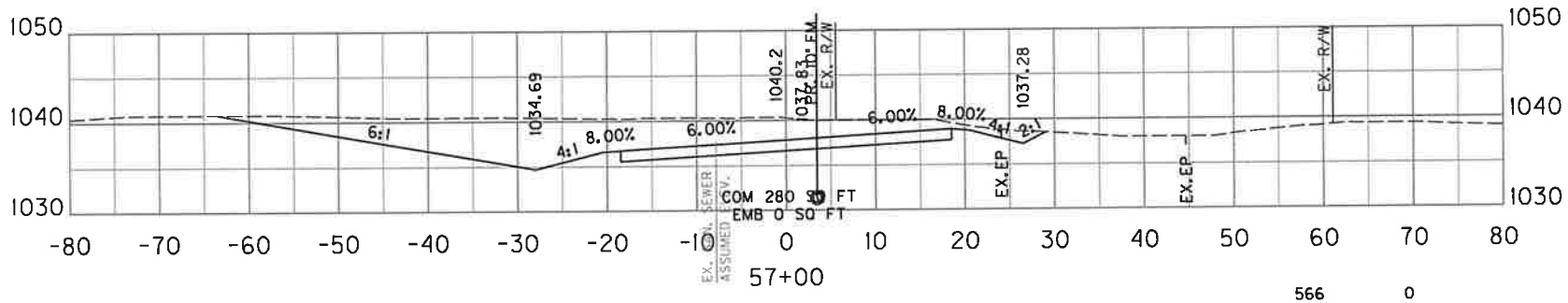
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USER: ACAUDILL
DATE PLOTTED: January 16, 2025
,tation v8.11.9.919

COUNTY OF	ITEM NO.	SHEET NO.
FAYETTE	07-9012.50	U5

NOTE:
STA. 58+00 - 64.69' RT
TIE-INTO EXIST 10-INCH FM
11.25° BENDS







SCALE: 1" = 20' HORIZONTAL
1" = 20' VERTICAL

APHIDS WAY
CROSS SECTION SHEET
STA.57+00 TO STA.58+00

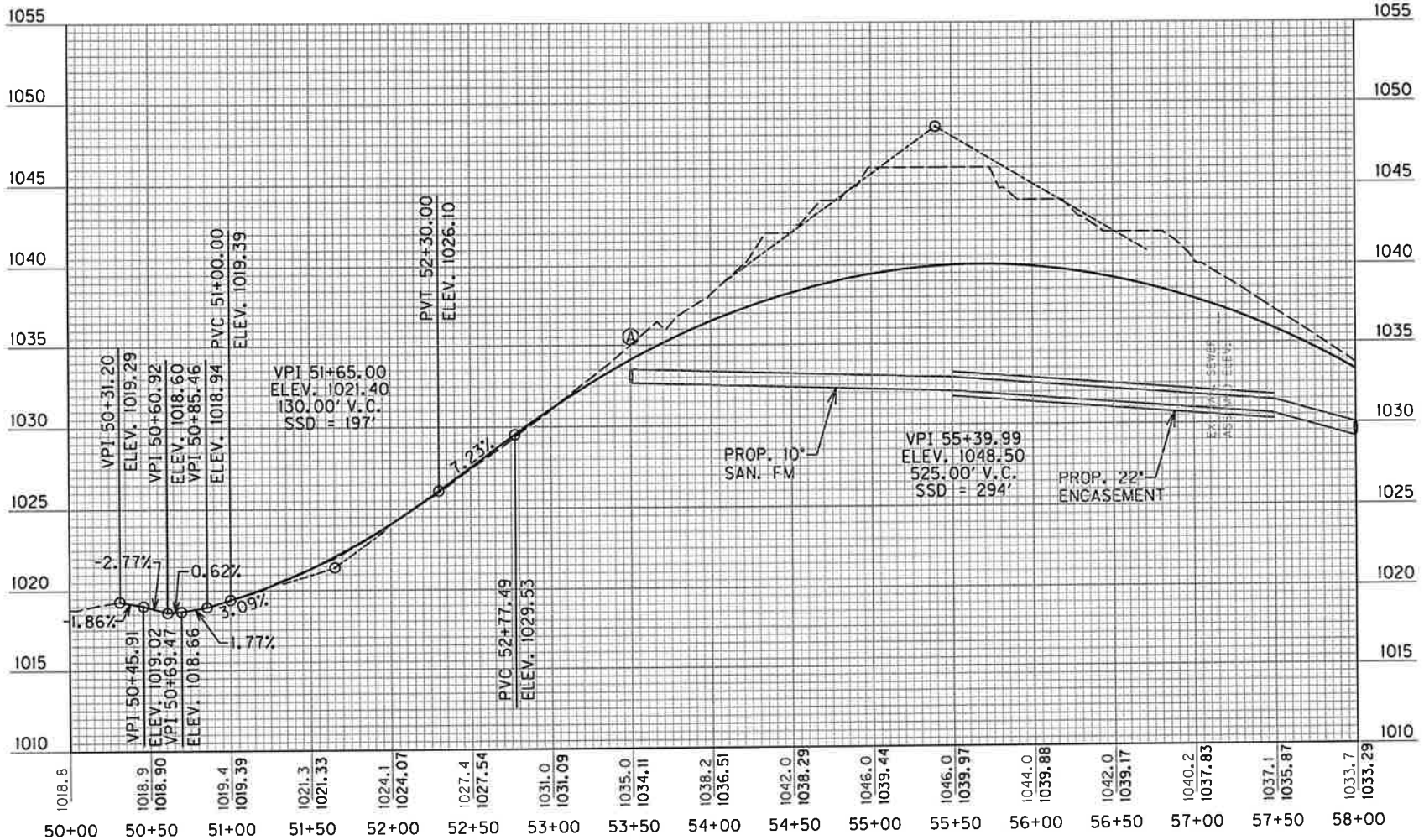
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USER: ACAUDILL
DATE PLOTTED: January 16, 2025
;itation v8.11.9.919

DATUM

SCALE: 1" = 100 HORIZONTAL
1" = 10 VERTICAL

COUNTY OF	ITEM NO.	SHEET NO.
FAYETTE	07-9012.50	U6

DATUM



APHIDS WAY
PROFILE SHEET
STA. 50+00 TO STA. 58+00

FILE NAME: C:\PWWORKING\EASTOI\D3592249\7-9012.50 - U6 -APHIDS PROFILE.DGN
USER: ACAUDILL
DATE PLOTTED: February 18, 2025
tation v8.11.9.919

COUNTY OF	ITEM NO.	SHEET NO.
FAYETTE	7-9012.50	U7

ITEM CODE	ITEM	UNIT	5
15021	S ENCASEMENT STEEL OPEN CUT RANGE 2	LF	200
15026	S FORCE MAIN AIR RLS/VAC VLV 02 IN	EA	1
15062	S FORCE MAIN PVC 10 INCH	LF	500
15076	S FORCE MAIN TIE-IN 10 INCH	EA	2
15122	S STRUCTURE REMOVAL	EA	1

NOTE: ANY FITTINGS (INCLUDING BENDS) NECESSARY ARE INCIDENTAL TO PIPE

"FOR FORCE MAIN RECONSTRUCTION ONLY"

SCALE: 1" = 100'

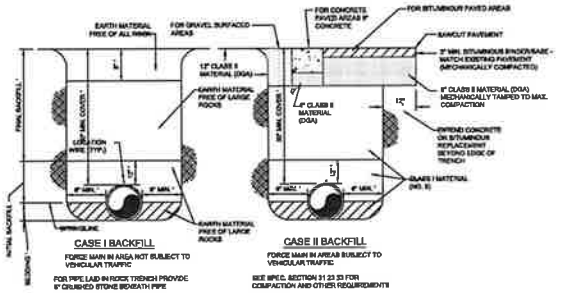
KY 418 SANITARY SEWER
GENERAL SUMMARY

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DATE PLOTTED: February 18, 2025
Station v8.11.9.919

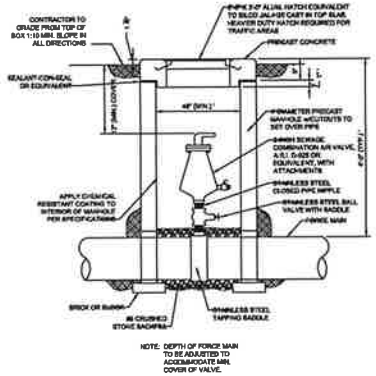
COUNTY OF	ITEM NO.	SHEET NO.
FAYETTE	7-9012.50	U8

NOTES (APPLY TO GRAVITY SEWER AND FORCE MAIN TRENCHING AND BACKFILL DETAIL):

1. FOR PIPE LAID IN ROCK TRENCH PROVIDE 6" CLASS I CRUSHED STONE BENEATH PIPE.
2. TRENCH WIDTH SHALL BE OD OF PIPE + 18 INCHES.
3. BEDDING UNDER THE SEWER AT THE BELL SHALL BE A MIN. OF 4".
4. SEE SPEC SECTION 31 23 33 FOR COMPACTION AND OTHER REQUIREMENTS.
5. TEMPORARY DGA MAY BE PLACED IN TRENCH TO ALLOW SETTLING IF ANY.

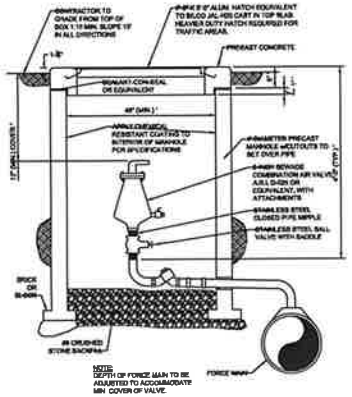


FORCE MAIN
BEDDING AND BACKFILLING DETAILS
NTS



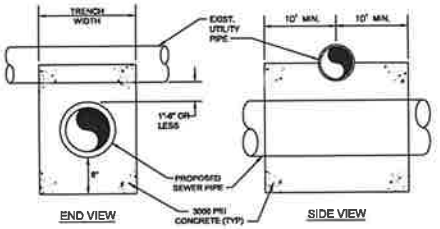
NOTE: DEPTH OF FORCE MAIN TO BE ADJUSTED TO ACCOMMODATE MIN. COVER OF VALVE.

SEWAGE COMBINATION AIR VALVE & VAULT
NOT TO SCALE



NOTE: DEPTH OF FORCE MAIN TO BE ADJUSTED TO ACCOMMODATE MIN. COVER OF VALVE.

OFFSET SEWAGE COMBINATION AIR VALVE & VAULT
NOT TO SCALE



NOTES:

1. CONCRETE ENCASEMENT SHALL BE USED WHEN CLEARANCE BETWEEN SEWER AND UTILITY PIPE IS 1'-6" OR LESS. CONCRETE SHALL BE CLASS "B" MEETING THE REQUIREMENTS OF SECTION 601 OF THE KDOH "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION", CURRENT EDITION.
2. "UTILITY PIPE" INCLUDES UNDERGROUND WATER, NATURAL GAS, TELEPHONE, ELECTRICAL CONDUITS, STORM SEWER OR TYPICALLY NON-CONTAMINATING FACILITIES.
3. PROPOSED SEWER TO BE FULLY ENCASED WHETHER ABOVE OR BELOW EXISTING UTILITY PIPE. IF ABOVE EXISTING UTILITY PIPE, PROTECT UTILITY PIPE WITH PIPE SADDLE BEFORE PLACING CONCRETE.

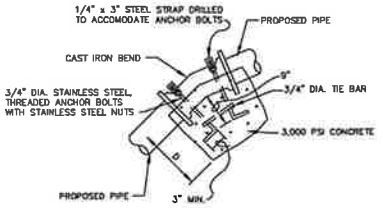
UTILITY CROSSING FOR SEWER INSTALLATION
CONCRETE ENCASEMENT
NTS

SCALE: N/A

APHIDS WAY SANITARY SEWER
DETAIL SHEET

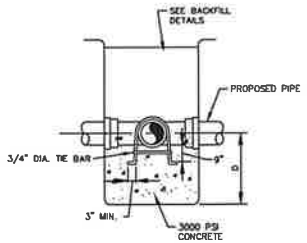
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FILE NAME: C:\PWWORKING\EASTOIN\D3592249\7-9012.50 - U8 - OSC-01.DGN
;itation v8.11.9.919

COUNTY OF	ITEM NO.	SHEET NO.
FAYETTE	7-9012.50	U9

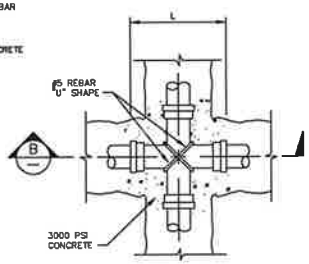


VERTICAL BENDS

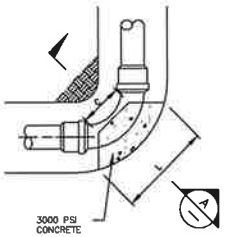
VERTICAL BENDS BLOCKING
NTS



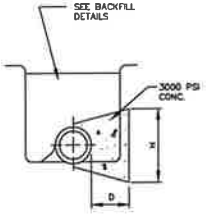
SECTION B-B



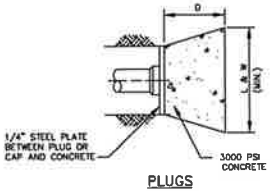
CROSS ANCHORING
NTS



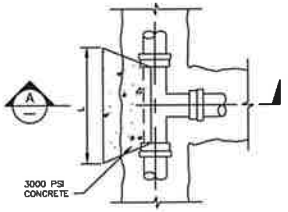
45°, 90° BENDS



SECTION A-A



PLUGS



TEES

CONCRETE THRUST BLOCKS
NTS

PLUGS

SIZE	3"	4"	6"	8"	10"	12"
D	7"	9"	12"	18"	20"	23"
L & W	14"	17"	24"	32"	39"	45"

TEES

SIZE	3"	4"	6"	8"	10"	12"
D	5"	5"	8"	9"	11"	14"
L	20"	22"	28"	36"	44"	52"
H	7"	10"	15"	20"	25"	30"
C (MAX.)	11"	13"	16"	18"	22"	24"

90-Ells (Quarter Bends)

SIZE	3"	4"	6"	8"	10"	12"
D	7"	8"	12"	17"	20"	25"
L	24"	28"	40"	52"	62"	74"
H	11"	16"	20"	26"	32"	38"
C (MAX.)	11"	13"	16"	18"	22"	24"

45-Ells (Eighth Bends)

SIZE	3"	4"	6"	8"	10"	12"
D	5"	6"	9"	13"	16"	19"
L	15"	20"	28"	36"	44"	52"
H	8"	12"	15"	20"	25"	30"
C (MAX.)	6"	8"	10"	11"	13"	15"

22 1/2-Ells (Sixteenth Bends)

SIZE	3"	4"	6"	8"	10"	12"
D	3"	4"	5"	7"	9"	11"
L	12"	16"	20"	24"	30"	36"
H	6"	7"	11"	16"	20"	23"
C (MAX.)	6"	8"	10"	11"	13"	15"

11 1/4-Ells (Thirty-Second Bends)

SIZE	3"	4"	6"	8"	10"	12"
D	3"	4"	5"	6"	7"	8"
L	12"	16"	20"	22"	26"	30"
H	6"	6"	7"	9"	12"	15"
C (MAX.)	6"	8"	10"	11"	13"	15"

Crosses

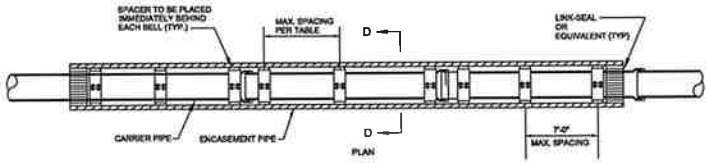
SIZE	3"	4"	6"	8"	10"	12"
D	15"	15"	15"	15"	18"	18"
L	18"	20"	23"	25"	29"	31"

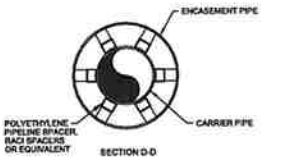
Vertical Bends (45-Ell or less)

SIZE	3"	4"	6"	8"	10"	12"
D	18"	18"	24"	30"	36"	42"
Volume (Cu. Yd.)	13	19	38	66	99	139

NOTES:
1. TABLES ARE BASED ON A SOIL BEARING CAPACITY OF 2000 POUNDS/SQUARE FOOT (PSF)
2. IF SOIL BEARING CAPACITY IS LESS THAN 2000 PSF, OR PIPE IS LAID IN FILL, CONSULT ENGINEER.
3. ALL FIGURES ARE MINIMUM UNLESS OTHERWISE STATED.
4. BLOCKS MUST BE PLACED AGAINST UNDISTURBED EARTH.

THRUST BLOCK SCHEDULE





ENCASEMENT PIPE NOTES:

1. ENCASEMENT PIPE SHALL BE NEW GRADE B STEEL PIPE, INSTALLED WITHOUT BENDS.
2. ALL JOINTS IN ENCASEMENT PIPE SHALL BE WELDED. WELDS SHALL BE SOLID BUTT-WELDS WITH A SMOOTH NON-OBSTRUCTING JOINT INSIDE AND SHALL CONFORM TO AMERICAN WELDING SOCIETY SPECIFICATIONS.
3. MINIMUM ENCASEMENT PIPE WALL THICKNESS IS SPECIFIED IN SECTION 33 05 23.
4. PIPELINE SPACERS SHALL BE SELECTED AND INSTALLED PER THE MANUFACTURER'S SPECIFICATIONS.

TYPICAL ENCASEMENT PIPE INSTALLATION
N.T.S.

SCALE: N/A

APHIDS WAY SANITARY SEWER
DETAIL SHEET

FILE NAME: C:\PWWORKING\EAST0\D3592249\7-9012.50 - U9 - 05C-02.DGN
USER: ACAUDILL
DATE PLOTTED: February 18, 2025
tation v8.11.9.919

Fayette County - HSIP

LEXINGTON, KENTUCKY

KY 418 at Aphids Way RCUT (MP 0.225 KY 418)

Construction Documents
Project Manual

April 2025

Item No. 7-9012.50

Table of Contents

DIVISION 03 - CONCRETE

03 09 00 CONCRETE

DIVISION 31 – EARTHWORK

31 23 33 TRENCHING, BACKFILLING, AND COMPACTING FOR UTILITIES

DIVISION 32 - EXTERIOR IMPROVEMENTS

32 92 00 SEEDING, SODDING AND LANDSCAPING

DIVISION 33 - UTILITIES

33 05 15 PRECAST CONCRETE UTILITY STRUCTURES
33 05 23 PIPELINE UNDERCROSSINGS

DIVISION 40 - PROCESS INTERCONNECTIONS

40 05 00 PIPE AND PIPE FITTINGS: BASIC REQUIREMENTS
40 05 31 PIPE: PLASTIC
40 05 51 VALVES: BASIC REQUIREMENTS

SECTION 03 09 00
CONCRETE

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Cast-in-place concrete and grout.

1.2 QUALITY ASSURANCE

A. Referenced Standards:
   1. American Concrete Institute (ACI):
      a. 117, Specification for Tolerances for Concrete Construction and Materials.
      b. 211.1, Standard Practice for Selecting Proportions for Normal, Heavyweight and Mass Concrete.
      c. 212.3R, Chemical Admixtures for Concrete.
      d. 304R, Guide for Measuring, Mixing, Transporting, and Placing Concrete.
      e. 304.2R, Placing Concrete by Pumping Methods.
      f. 305.1, Hot Weather Concreting.
      g. 306.1, Cold Weather Concreting.
      h. 318, Building Code Requirements for Structural Concrete.
      i. 347, Guide to Formwork for Concrete.
      j. CT-13, Concrete Terminology.
   2. ASTM International (ASTM):
      a. A82, Standard Specification for Steel Wire, Plain, for Concrete Reinforcement.
      b. A185, Standard Specification for Steel Welded Wire Reinforcement, Plain, for Concrete.
      c. A615, Standard Specification for Deformed and Plain Carbon-Steel Bars for Concrete Reinforcement.
      d. A1064, Standard Specification for Steel Wire and Welded Wire Replacement, Plain and Deformed, for Concrete.
      e. C31, Standard Practice for Making and Curing Concrete Test Specimens in the Field.
      f. C33, Standard Specification for Concrete Aggregates.
      g. C39, Standard Test Method for Compressive Strength of Cylindrical Concrete Specimens.
      h. C94/C94M, Standard Specification for Ready-Mixed Concrete.
      i. C138, Standard Method of Test for Density (Unit Weight), Yield, and Air Content (Gravimetric) of Concrete.
      j. C143, Standard Test Method for Slump of Hydraulic Cement Concrete.
      k. C150, Standard Specification for Portland Cement.
      l. C172, Standard Practice for Sampling Freshly Mixed Concrete.
      m. C173, Standard Test Method for Air Content of Freshly Mixed Concrete by the Volumetric Method.
      n. C231, Standard Test Method for Air Content of Freshly Mixed Concrete by the Pressure Method.
      o. C260, Standard Specification for Air-Entraining Admixtures for Concrete.
      p. C289, Standard Test Method for Potential Alkali-Silica Reactivity of Aggregates (Chemical Method).
      q. C309, Standard Specification for Liquid Membrane-Forming Compounds for Curing Concrete.
      r. C494, Standard Specification for Chemical Admixtures for Concrete.
      s. C618, Standard Specification for Coal Fly Ash and Raw or Calcined Natural Pozzolan for Use in Concrete.

t. C1315, Standard Specification for Liquid Membrane-Forming Compounds Having Special Properties for Curing and Sealing Concrete.
u. D882, Standard Test Method for Tensile Properties of Thin Plastic Sheeting.
v. D994, Standard Specification for Preformed Expansion Joint Filler for Concrete (Bituminous Type).
w. D1056, Standard Specification for Flexible Cellular Materials-Sponge or Expanded Rubber.
x. D1709, Standard Test Methods for Impact Resistance of Plastic Film by the Free-Falling Dart Method.
y. D1751, Standard Specification for Preformed Expansion Joint Filler for Concrete Paving and Structural Construction (Nonextruding and Resilient Bituminous Types).
z. E96, Standard Test Methods for Water Vapor Transmission of Materials.
aa. E329, Standard Specification for Agencies Engaged in Construction Inspection and/or Testing.

3. Corps of Engineers (COE):
   a. CRD-C621, Standard Specification for Packaged, Dry, Hydraulic-Cement Grout (Nonshrink).
4. National Ready Mixed Concrete Association (NRMCA).

B. Quality Control:
1. Concrete testing agency:
   a. Contractor to employ and pay for services of a testing laboratory to:
      1) Perform materials evaluation.
      2) Design concrete mixes.
   b. Concrete testing agency to meet requirements of ASTM E329.
2. Do not begin concrete production until proposed concrete mix design has been approved by Engineer.
   a. Approval of concrete mix design by Engineer does not relieve Contractor of his responsibility to provide concrete that meets the requirements of this Specification.
3. Adjust concrete mix designs when material characteristics, job conditions, weather, strength test results or other circumstances warrant.
   a. Do not use revised concrete mixes until submitted to and approved by Engineer.
4. Perform structural calculations as required to prove that all portions of the structure in combination with remaining forming and shoring system has sufficient strength to safely support its own weight plus the loads placed thereon.

C. Qualifications:
1. Ready mixed concrete batch plant certified by NRMCA.
2. Formwork, shoring and reshoring for slabs and beams except where cast on ground to be designed by a professional engineer currently registered in the state where the Project is located.

1.3 DEFINITIONS

A. Per ACI CT-13 except as modified herein:
1. Concrete fill: Non-structural concrete.
2. Concrete Testing Agency: Testing agency employed to perform materials evaluation, design of concrete mixes or testing of concrete placed during construction.
3. Exposed concrete: Exposed to view after construction is complete.
4. Indicated: Indicated by Contract Documents.
5. Nonexposed concrete: Not exposed to view after construction is complete.
6. Required: Required by Contract Documents.
7. Specified strength: Specified compressive strength at 28 days.
8. Submitted: Submitted to Engineer.

1.4 SUBMITTALS

A. Shop Drawings:

1. See Specification Section 01 33 00 for requirements for the mechanics and administration of the submittal process.
2. Concrete mix designs proposed for use.
    a. Concrete mix design submittal to include the following information:
        1) Sieve analysis and source of fine and coarse aggregates.
        2) Test for aggregate organic impurities.
        3) Test for deleterious aggregate per ASTM C289.
        4) Proportioning of all materials.
        5) Type of cement with mill certificate for cement.
        6) Type of fly ash with certificate of conformance to specification requirements.
        7) Slump.
        8) Air content.
        9) Brand, type, ASTM designation, and quantity of each admixture proposed for use.
        10) 28-day cylinder compressive test results of trial mixes per ACI 318 and as indicated herein.
3. Product technical data including:
    a. Acknowledgement that products submitted meet requirements of standards referenced.
    b. Manufacturer's installation instructions.
    c. Manufacturers and types:
        1) Joint fillers.
        2) Curing agents.
        3) Chemical sealer.
        4) Bonding and patching mortar.
        5) Construction joint bonding adhesive.
        6) Nonshrink grout with cure/seal compound.
4. Reinforcing steel:
    a. Show grade, sizes, number, configuration, spacing, location and all fabrication and placement details.
    b. In sufficient detail to permit installation of reinforcing without having to make reference to Contract Drawings.
    c. Obtain approval of Shop Drawings by Engineer before fabrication.
    d. Mill certificates.
5. Scaled (minimum 1/8 IN per foot) drawings showing proposed locations of construction joints, control joints, expansion joints (as applicable) and joint dimensions.
6. Strength test results of in place concrete including slump, air content and concrete temperature.
7. Certifications:
    a. Certification of standard deviation value in psi for ready mix plant supplying the concrete.
    b. Certification that the material and sources submitted in the mix design will be used in the concrete for this project.
8. Test reports:
    a. Cement mill reports for all cement to be supplied.

1.5 STORAGE AND HANDLING

A. Storage of Material:
1. Cement and pozzolan:
    a. Store in moistureproof, weathertight enclosures.
    b. Do not use if caked or lumpy.
2. Aggregate:
    a. Store to prevent segregation and contamination with other sizes or foreign materials.
    b. Obtain samples for testing from aggregates at point of batching.
    c. Do not use frozen or partially frozen aggregates.
    d. Do not use bottom 6 IN of stockpiles in contact with ground.
    e. Allow sand to drain until moisture content is uniform prior to use.

3. Admixtures:
   a. Protect from contamination, evaporation, freezing, or damage.
   b. Maintain within temperature range recommended by manufacturer.
   c. Completely mix solutions and suspensions prior to use.
4. Reinforcing steel: Support and store all rebars above ground.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Portland Cement: Conform to ASTM C150 Type I or II.

B. Admixtures:
   1. Air entraining admixtures: ASTM C260.
   2. Water reducing, retarding, and accelerating admixtures:
      a. ASTM C494 Type A through E.
      b. Conform to provisions of ACI 212.3R.
      c. Do not use retarding or accelerating admixtures unless specifically approved in writing by Engineer and at no cost to Owner.
      d. Follow manufacturer's instructions.
      e. Use chloride free admixtures only.
   3. Maximum total water soluble chloride ion content contributed from all ingredients of concrete including water, aggregates, cementitious materials and admixtures by weight percent of cement:
      a. 0.10 all concrete.
   4. Do not use calcium chloride.
   5. Pozzolanic admixtures: ASTM C618.
   6. Provide admixtures of same type, manufacturer and quantity as used in establishing required concrete proportions in the mix design.

C. Water: Potable, clean, free of oils, acids and organic matter.

D. Aggregates:
   1. Normal weight concrete: ASTM C33, except as modified below.
   2. Fine aggregate:
      a. Clean natural sand.
      b. No manufactured or artificial sand.
   3. Coarse aggregate:
      a. Crushed rock, natural gravel, or other inert granular material.
      b. Maximum amount of clay or shale particles: 1 PCT.
   4. Gradation of coarse aggregate:
      a. Lean concrete and concrete topping: Size #7.
      b. All other concrete: Size #57 or #67.

E. Concrete Grout:
   1. Nonshrink, nonmetallic grout:
      a. Nonmetallic, noncorrosive, nonstaining, premixed with only water to be added.
      b. Grout to produce a positive but controlled expansion.
      c. Mass expansion not to be created by gas liberation.
      d. Minimum compressive strength of nonshrink grout at 28 days: 6500 PSI.
      e. In accordance with COE CRD-C621.
   2. Epoxy grout:
      a. 3-component epoxy resin system.
         1) Two liquid epoxy components.
         2) One inert aggregate filler component.
      b. Each component packaged separately for mixing at jobsite.

F. Reinforcing Steel:

1. Reinforcing bars: ASTM A615, Grade 60.
2. Welded wire reinforcement:
   a. ASTM A185 or ASTM A1064.
   b. Minimum yield strength: 60,000 PSI.

G. Forms:
1. Prefabricated or job built.
2. Wood forms:
   a. 5/8 or 3/4 IN 5-ply structural plywood of concrete form grade.
   b. Built-in-place or prefabricated type panel.
3. Metal forms:
   a. Metal forms may be used except for aluminum in contact with concrete.
   b. Forms to be tight to prevent leakage, free of rust and straight without dents to provide members of uniform thickness.
4. Chamfer strips: Clear white pine, surface against concrete planed.

H. Form Ties:
1. Commercially fabricated for use in form construction.
   a. Field fabricated ties are unacceptable.
2. Constructed so that ends or end fasteners can be removed without causing spalling at surfaces of the concrete.
3. 3/4 IN minimum diameter cones on both ends.
4. Embedded portion of ties to be not less than 1 IN from face of concrete after ends have been removed.
5. Cone size:
   a. 3/4 IN minimum diameter cones on both ends.
   b. Depth of cone not to exceed the concrete reinforcing cover.
6. Form release: Nonstaining and shall not prevent bonding of future finishes to concrete surface.

I. Membrane Curing Compound:
1. ASTM C309, Type II-B.
2. Resin based, dissipates upon exposure to UV light.
3. Curing compound shall not prevent bonding of any future coverings, coatings or finishes.

J. Expansion Joint Filler:
1. In contact with water or sewage:
   a. Closed cell neoprene.
   b. ASTM D1056, Class SC (oil resistant and medium swell) of 2 to 5 PSI compression deflection (Grade SCE41).
2. Exterior driveways, curbs and sidewalks:
   a. Asphalt expansion joint filler.
   b. ASTM D994.
3. Other use:
   a. Fiber expansion joint filler.
   b. ASTM D1751.

2.2 CONCRETE MIXES

A. General:
1. All concrete to be ready mixed concrete conforming to ASTM C94/C94M.
2. Provide concrete of specified quality capable of being placed without segregation and, when cured, of developing all properties required.
3. All concrete to be normal weight concrete.
4. Provide pozzolan content for all cast-in-place construction.

B. Strength:
1. Provide specified strength and type of concrete for each use in structure(s) as follows:

TYPE	WEIGHT	SPECIFIED STRENGTH*
Precast	Normal weight	4500PSI
Concrete Fill / Lean Concrete	Normal Weight	3000 PSI
All other general use concrete	Normal weight	4500PSI

* Minimum 28-day compressive strength.

C. Air Entrainment:
1. Provide air entrainment in all concrete resulting in a total air content percent by volume as follows:

MAX AGGREGATE SIZE	TOTAL AIR CONTENT PERCENT
1 IN or 3/4 IN	6 ±1-1/2
<3/4 IN	6-1/2 ±1-1/2

2. Air content to be measured in accordance with ASTM C231, ASTM C173, or ASTM C138.

D. Slump - 4 IN maximum, 1 IN minimum:
1. Measured at point of discharge of the concrete into the concrete construction member.
2. 8 IN maximum after addition of superplasticizer (if used).
3. Concrete of lower than minimum slump may be used provided it can be properly placed and consolidated.
4. Pumped concrete:
   a. Provide additional water at batch plant to allow for slump loss due to pumping.
   b. Provide only enough additional water so that slump of concrete at discharge end of pump hose does not exceed maximum slump specified above.
5. Determine slump per ASTM C143.

E. Selection of Proportions:
1. General:
   a. Proportion ingredients to:
      1) Produce proper workability, durability, strength, and other required properties.
      2) Prevent segregation and collection of excessive free water on surface.
2. Minimum cement contents and maximum water cement ratios for concrete to be as follows:

SPECIFIED STRENGTH	MINIMUM CEMENT, MAXIMUM AGGREGATE SIZE			MAXIMUM WATER CEMENT RATIO BY WEIGHT
	1/2 IN	3/4 IN	1 IN	
3000	---	517	517	0.45
4000	564	564	564	0.45
4500	611	611	--	0.42

3. Concrete mix proportioning methods for normal weight concrete:
   a. Proportion mixture to provide desired characteristics using one of methods described below:
      1) Method 1 (Trial Mix):
         a) Per ACI 318, Chapter 5, except as modified herein.
         b) Air content within range specified above.
         c) Record and report temperature of trial mixes.
         d) Proportion trial mixes per ACI 211.1.
      2) Method 2 (Field Experience):

a) Per ACI 318, Chapter 5, except as modified herein:
b) Field test records must be acceptable to Engineer to use this method.
c) Test records shall represent materials, proportions and conditions similar to those specified.

4. Required average strength to exceed the specified 28-day compressive strength by the amount determined or calculated in accordance with the requirements of Chapter 5 of ACI 318 using the standard deviation of the proposed concrete production facility.

PART 3 - EXECUTION

3.1 FORMING AND PLACING CONCRETE

A. Formwork:
1. Contractor is responsible for design and erection of formwork.
2. Construct formwork so that concrete members and structures are of correct size, shape, alignment, elevation and position.
   a. Allowable tolerances: As recommended in ACI 347.
3. Provide slabs and beams of minimum indicated depth when sloping foundation base slabs or elevated floor slabs to drains.
   a. For slabs on grade, slope top of subgrade to provide floor slabs of minimum uniform indicated depth.
   b. Do not place floor drains through beams.
4. Openings:
   a. Provide openings in formwork to accommodate work of other trades.
   b. Accurately place and securely support items built into forms.
5. Chamfer strips: Place 3/4 IN chamfer strips in forms to produce 3/4 IN wide beveled edges on permanently exposed corners of members.
6. Clean and adjust forms prior to concrete placement.
7. Tighten forms to prevent mortar leakage.
8. Coat form surfaces with form release agents prior to placing reinforcing bars in forms.

B. Reinforcement:
1. Position, support and secure reinforcement against displacement.
2. Locate and support with chairs, runners, bolsters, spacers and hangers, as required.
3. Set wire ties so ends do not touch forms and are directed into concrete, not toward exposed concrete surfaces.
4. Lap splice lengths: ACI 318 Class B top bar tension splices unless indicated otherwise on the Drawings.
5. Extend reinforcement to within 2 IN of concrete perimeter edges.
   a. If perimeter edge is earth formed, extend reinforcement to within 3 IN of the edge.
6. Minimum concrete protective covering for reinforcement: As shown on Drawings.
7. Unless otherwise indicated, provide minimum concrete cover as follows:
   a. Concrete deposited against earth: 3 IN.
   b. Formed surfaces exposed to weather or in contact with earth: 2 IN for reinforcing bars #6 or larger; 1-1/2 IN for reinforcing bars less than #6.
   c. Formed surfaces exposed to or located above any liquid: 2 IN.
8. Do not weld reinforcing bars.
9. Welded wire reinforcement:
   a. Install welded wire reinforcement in maximum practical sizes.
   b. Splice sides and ends with a splice lap length measured between outermost cross wires of each fabric sheet not less than:
      1) One spacing of cross wires plus 2 IN.
      2) 1.5 x development length.
      3) 6 IN.
   c. Development length: ACI 318 basic development length for the specified fabric yield strength.

C. Construction, Expansion, and Contraction Joints:
   1. Locate joints as indicated on Contract Drawings or as shown on approved Shop Drawings.
      a. Where construction joint spacing shown on Drawings exceeds the joint spacing indicated in Paragraph below, submit proposed construction joint location in conformance with this Specification Section.
   2. Unplanned construction joints will not be allowed.
   3. Locate wall vertical construction joints at 30 FT maximum.
   4. Locate construction joints in floor slabs and foundation base slabs so that concrete placements are approximately square and do not exceed 2500 SF.
   5. Locate construction joints in columns and walls:
      a. At the underside of beams, girders, haunches, drop panels, column capitals, and at floor panels.
      b. Haunches, drop panels, and column capitals are considered part of the supported floor or roof and shall be placed monolithically therewith.
      c. Column based need not be placed monolithically with the floor below.
   6. Install construction joints perpendicular to main reinforcement with all reinforcement continued across construction joints.
   7. At least 48 HRS shall elapse between placing of adjoining concrete construction.
   8. Thoroughly clean and remove all laitance and loose and foreign particles from construction joints.
   9. Before new concrete is placed, dampen concrete surfaces.

D. Placing Concrete:
   1. Place concrete in compliance with ACI 304R and ACI 304.2R.
   2. Place in a continuous operation within planned joints or sections.
   3. Begin placement when work of other trades affecting concrete is completed.
   4. Place concrete by methods which prevent aggregate segregation.
   5. Do not allow concrete to free fall more than 4 FT.
   6. Where free fall of concrete will exceed 4 FT, place concrete by means of tremie pipe or chute.

E. Consolidation: Consolidate all concrete using mechanical vibrators supplemented with hand rodding and tamping, so that concrete is worked around reinforcement and embedded items into all parts of forms.

F. Protection:
   1. Protect concrete from physical damage or reduced strength due to weather extremes.
   2. In cold weather comply with ACI 306.1 except as modified herein.
      a. Do not place concrete on frozen ground or in contact with forms or reinforcing bars coated with frost, ice or snow.
      b. Minimum concrete temperature at the time of mixing:

OUTDOOR TEMPERATURE AT PLACEMENT (IN SHADE)	CONCRETE TEMPERATURE AT MIXING
Below 30 DEGF	70 DEGF
Between 30-45 DEGF	60 DEGF
Above 45 DEGF	50 DEGF

      c. Do not place heated concrete that is warmer than 80 DEGF.
      d. If freezing temperatures are expected during curing, maintain the concrete temperature at or above 50 DEGF for 7 days or 70 DEGF for 3 days.
      e. Do not allow concrete to cool suddenly.
   3. In hot weather comply with ACI 305.1 except as modified herein.
      a. At air temperature of 90 DEGF and above, keep concrete as cool as possible during placement and curing.
      b. Do not allow concrete temperature to exceed 90 DEGF at placement.
      c. Prevent plastic shrinkage cracking due to rapid evaporation of moisture.

d. Do not place concrete when the actual or anticipated evaporation rate equals or exceeds 0.2 LBS/SF/HR as determined from ACI 305.1, Figure 2.1.5.

G. Curing:
1. Begin curing concrete as soon as free water has disappeared from exposed surfaces.
2. Cure concrete by use of moisture retaining cover, burlap kept continuously wet or by membrane curing compound.
3. Provide protection as required to prevent damage to concrete and to prevent moisture loss from concrete during curing period.
4. Provide curing for minimum of 7 days.
5. Form materials left in place may be considered as curing materials for surfaces in contact with the form materials except in periods of hot weather.
6. In hot weather follow curing procedures outlined in ACI 305.1.
7. In cold weather follow curing procedures outlined in ACI 306.1.
8. Curing vertical surfaces with a curing compound:
   a. Cover vertical surfaces with a minimum of two coats of the curing compound.
   b. Allow the preceding coat to completely dry prior to applying the next coat.
   c. Apply the first coat of curing compound immediately after form removal.
   d. Vertical surface at the time of receiving the first coat shall be damp with no free water on the surface.
   e. A vertical surface is defined as any surface steeper than 1 vertical to 4 horizontal.

H. Form Removal:
1. Remove forms after concrete has hardened sufficiently to resist damage from removal operations or lack of support.

3.2 CONCRETE FINISHES

A. Tolerances:
1. Class A: 1/8 IN in 10 FT.
2. Class B: 1/4 IN in 10 FT.

B. Surfaces Exposed to View:
1. Provide a smooth finish for exposed concrete surfaces and surfaces that are:
   a. To be covered with a coating or covering material applied directly to concrete.
   b. Scheduled for grout cleaned finish.
2. Remove fins and projections, and patch voids, air pockets, and honeycomb areas with cement grout.
3. Fill tie holes with nonshrink, nonmetallic grout.

C. Surfaces Not Exposed to View:
1. Patch voids, air pockets and honeycomb areas with cement grout.
2. Fill tie holes with nonshrink, nonmetallic grout.

3.3 GROUT

A. Preparation:
1. Nonshrinking, nonmetallic grout:
   a. Clean concrete surface to receive grout.
   b. Saturate concrete with water for 24 HRS prior to grouting.

B. Application:
1. Nonshrinking, nonmetallic grout:
   a. Mix in a mechanical mixer.
   b. Use no more water than necessary to produce flowable grout.
   c. Place in accordance with manufacturer's instructions.
   d. Completely fill all spaces and cavities below the bottom of baseplates.
   e. Provide forms where baseplates and bedplates do not confine grout.
   f. Where exposed to view, finish grout edges smooth.

g. Except where a slope is indicated on Drawings, finish edges flush at the baseplate, bedplate, member, or piece of equipment.
h. Protect against rapid moisture loss by covering with wet rags or polyethylene sheets.
i. Wet cure grout for seven (7) days, minimum.

3.4 FIELD QUALITY CONTROL

A. Employ and pay for services of a concrete testing laboratory to perform testing of concrete placed during construction.

B. Concrete Quality Control During Construction:
1. Strength tests:
a. Secure concrete samples in accordance with ASTM C172.
b. Obtain each sample from a different batch of concrete on a random basis.
c. For each strength test mold and cure three cylinders from each sample in accordance with ASTM C31.
1) Record any deviations from requirements on test report.
d. Test cylinders in accordance with ASTM C39.
e. Test one (1) cylinder at seven (7) days.
f. Test two (2) cylinders at 28 days.
2. Provide strength tests as follows:
a. One strength test consisting of 6 IN DIA x 12 IN high cylinders shall be taken:
1) Not less than one (1) test each day concrete placed.
2) Not less than one (1) test for each 50 CY or fraction thereof placed in 1 day.
3) Not less than one (1) test for each type of concrete poured.
4) Not less than one (1) test for each concrete structure exceeding 2 CY in volume.
3. Determine slump of concrete sample for each strength test.
a. Additional slump tests shall be taken if consistency of concrete appears to vary.
b. Determine slump in accordance with ASTM C143.
4. Determine air content of concrete sample for each strength test in accordance with either ASTM C231, ASTM C173, or ASTM C138.
5. Determine temperature of concrete sample for each strength test.
6. Determine unit weight (LB/CF) of fresh lightweight concrete at point of discharge into construction member for each strength test.
7. Submit results of all concrete strength tests to Engineer in writing as soon as tests are completed.

C. Evaluation of Tests:
1. Strength test results:
a. Average of 28-day strength of two cylinders from each sample.
1) If one cylinder manifests evidence of improper sampling, molding, handling, curing or testing, strength of remaining cylinder will be test result.
2) If both cylinders show any of above defects, test will be discarded.

D. Acceptance of Concrete:
1. Strength level of each type of concrete shall be considered satisfactory if both of the following requirements are met:
a. Average of all sets of three consecutive strength tests equals or exceeds the required specified 28-day compressive strength.
b. No individual strength test falls below the required specified 28-day compressive strength by more than 500 PSI.
2. If tests fail to indicate satisfactory strength level, perform additional tests and/or corrective measures as directed by Engineer.
a. Perform additional tests and/or corrective measures at no additional cost to Owner.

E. Concrete tolerances per ACI 117.

END OF SECTION

SECTION 31 23 33
TRENCHING, BACKFILLING, AND COMPACTING FOR UTILITIES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Excavation, trenching, backfilling and compacting for all underground utilities.

B. Related Specification Sections include but are not necessarily limited to:
   1. Section 33 05 23 - Pipeline Undercrossings.

1.2 QUALITY ASSURANCE

A. Referenced Standards:
   1. ASTM International (ASTM):
      a. C33, Standard Specification for Concrete Aggregates.
      b. D698, Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 FT-lbf/ft^3 (600 kN-m/m^3)).
      c. D2321, Standard Practice for Underground Installation of Thermoplastic Pipe for Sewers and Other Gravity-Flow Applications.
      d. D4253, Standard Test Methods for Maximum Index Density and Unit Weight of Soils Using a Vibratory Table.
      e. D4254, Standard Test Methods for Minimum Index Density and Unit Weight of Soils and Calculation of Relative Density.

B. Qualifications: Hire an independent soils laboratory to conduct in-place moisture-density tests for backfilling to assure that all work complies with this Specification Section.

1.3 DEFINITIONS

A. Excavation: All excavation will be defined as unclassified.

1.4 SUBMITTALS

A. Shop Drawings:
   1. See Specification Section 01 33 00 for requirements for the mechanics and administration of the submittal process.
   2. Product technical data including:
      a. Acknowledgement that products submitted meet requirements of standards referenced.
      b. Manufacturer's installation instructions.
   3. Submit respective pipe or conduit manufacturer's data regarding bedding methods of installation and general recommendations.

1.5 SITE CONDITIONS

A. Avoid overloading or surcharge a sufficient distance back from edge of excavation to prevent slides or caving.
   1. Maintain and trim excavated materials in such manner to be as little inconvenience as possible to public and adjoining property owners.

B. Provide full access to public and private premises and fire hydrants, at street crossings, sidewalks and other points as designated by Owner to prevent serious interruption of travel.

C. Protect and maintain bench marks, monuments or other established points and reference points and if disturbed or destroyed, replace items to full satisfaction of Owner and controlling agency.

D. Verify location of existing underground utilities.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Backfill Material:
   1. As approved by Engineer.
      a. Free of rock cobbles, roots, sod or other organic matter, and frozen material.
      b. Moisture content at time of placement: 3 PCT plus/minus of optimum moisture content as specified in accordance with ASTM D698.
   2. Gravel trench backfill materials:
      a. Uniformly graded aggregate –No. 9 Aggregate.
      b. Pit Run Sand (Natural), Manufactured Sand.
      c. Flowable Fill.

B. Bedding Materials:
   1. As approved by the Engineer.
   2. Granular bedding materials:
      a. No. 9 Aggregate – Areas not subject to vehicular traffic.
      b. Dense Graded Aggregate (DGA) – Paved aeras including streets, drives, parking areas, and walks.
   3. Flowable fill:
      a. Description: Flowable fill shall be a mixture of cement, fly ash, fine sand, water, and air having a consistency which will flow under a very low head.
      b. Material characteristics:
         1) The approximate quantities of each component per cubic yard of mixed material shall be as follows:
            a) Cement (Type I or II): 50 LBS.
            b) Fly ash: 200 LBS.
            c) Fine sand: 2,700 LBS.
            d) Water: 420 LBS.
            e) Air content: 10 PCT.
         2) Actual quantities shall be adjusted to provide a yield of 1 cubic yard with the materials used.
         3) Approximate compressive strength should be 85 to 175 PSI.
         4) Fine sand shall be an evenly graded material having not less than 95 PCT passing the No. 4 sieve and not more than 5 PCT passing the No. 200 sieve.
         5) Mixing and handling of the material shall be in accordance with Specification Section 03 09 00.

PART 3 - EXECUTION

3.1 GENERAL

A. Remove and dispose of unsuitable materials as directed by Engineer to site provided by Contractor.

3.2 EXCAVATION

A. Unclassified Excavation: Remove rock excavation, clay, silt, gravel, hard pan, loose shale, and loose stone as directed by Engineer.

B. Excavation for Appurtenances:
   1. 12 IN (minimum) clear distance between outer surface and embankment.

C. Groundwater Dewatering:
   1. Where groundwater is, or is expected to be, encountered during excavation, install a dewatering system to prevent softening and disturbance of subgrade to allow subgrade stabilization, pipe, bedding and backfill material to be placed in the dry, and to maintain a stable trench wall or side slope.

2. Groundwater shall be drawn down and maintained at least 3 FT below the bottom of any trench or manhole excavation prior to excavation.
3. Review soils investigation before beginning excavation and determine where groundwater is likely to be encountered during excavation.
   a. Employ dewatering specialist for selecting and operating dewatering system.
4. Keep dewatering system in operation until dead load of pipe, structure and backfill exceeds possible buoyant uplift force on pipe or structure.
5. Dispose of groundwater to an area which will not interfere with construction operations or damage existing construction.
6. Install groundwater monitoring wells as necessary.
7. Shut off dewatering system at such a rate to prevent a quick upsurge of water that might weaken the subgrade.
8. Cost of groundwater dewatering, if any, shall be the responsibility of the contractor.

D. Trench Excavation:
1. Excavate trenches by open cut method to depth shown on Drawings and necessary to accommodate work.
   a. Support existing utility lines where proposed work crosses at a lower elevation.
      1) Stabilize excavation to prevent undermining of existing utility.
2. Open trench outside buildings, units, and structures:
   a. No more than the distance between two manholes, structures, units, or 300 LF, whichever is less.
   b. Field adjust limitations as weather conditions dictate.
3. Trenching within buildings, units, or structures:
   a. No more than 100 LF at any one time.
4. Any trench or portion of trench, which is opened and remains idle for seven (7) calendar days, or longer, as determined by the Owner, may be directed to be immediately refilled, without completion of work, at no additional cost to Owner.
   a. Said trench may not be reopened until Owner is satisfied that work associated with trench will be prosecuted with dispatch.
5. Observe following trenching criteria:
   a. Trench size:
      1) Excavate width to accommodate free working space.
      2) Maximum trench width at top of pipe or conduit may not exceed outside diameter of utility service by more than the following dimensions:

OVERALL DIAMETER OF UTILITY SERVICE	EXCESS DIMENSION
33 IN and less	18 IN
more than 33 IN	24 IN

      3) Cut trench walls vertically from bottom of trench to 1 FT above top of pipe, conduit, or utility service.
      4) Keep trenches free of surface water runoff.
         a) Include cost in Bid.
         b) No separate payment for surface water runoff pumping will be made.

E. Flowable Fill:
1. Flowable fill shall be:
   a. Discharged from a mixer by any means acceptable to the Engineer into the area to be filled.
   b. Placed in 4 FT maximum lifts to the elevations indicated.
      1) Allow 12 HR set-up time before placing next lift or as approved by the Engineer.

2) Contractor shall place flowable fill lifts in such a manner as to prevent flotation of the pipe.

2. Flowable fill shall not be placed on frozen ground.
3. Subgrade on which flowable fill is placed shall be free of disturbed or softened material and water.
4. Flowable fill batching, mixing, and placing may be started if weather conditions are favorable, and the air temperature is 34 DEGF and rising.
5. At the time of placement, flowable fill must have a temperature of at least 40 DEGF.
6. Mixing and placing shall stop when the air temperature is 38 DEGF or less and falling.
7. Each filling stage shall be as continuous an operation as is practicable.
8. Contractor shall prevent traffic contact with flowable fill for at least 24 HRS after placement or until flowable fill is hard enough to prevent rutting by construction equipment.
9. Flowable fill shall not be placed until water has been controlled or groundwater level has been lowered in conformance with the requirements of the preceding Groundwater Dewatering paragraph in PART 3 of this Specification Section.

3.3 PREPARATION OF FOUNDATION FOR PIPE LAYING

A. Over-Excavation:
   1. Backfill and compact to 90 PCT of maximum dry density per ASTM D698.
   2. Backfill with granular bedding material as option.

B. Rock Excavation:
   1. Excavate minimum of 4 IN below bottom exterior surface of the pipe or conduit.
   2. Backfill to grade with suitable earth or granular material.
   3. Form bell holes in trench bottom.

C. Subgrade Stabilization:
   1. Stabilize the subgrade when directed by the Owner.
   2. Observe the following requirements when unstable trench bottom materials are encountered.
      a. Notify Owner when unstable materials are encountered.
         1) Define by drawing station locations and limits.
      b. Remove unstable trench bottom caused by Contractor failure to dewater, rainfall, or Contractor operations.
         1) Replace with subgrade stabilization with no additional compensation.

3.4 BACKFILLING METHODS

A. Do not backfill until tests to be performed on system show system is in full compliance with specified requirements.

B. Carefully Compacted Backfill:
   1. Furnish where indicated on Drawings, specified for trench embedment conditions and for compacted backfill conditions up to 12 IN above top of pipe or conduit.
   2. Comply with the following:
      a. Place backfill in lifts not exceeding 8 IN (loose thickness).
      b. Hand place, shovel slice, and pneumatically tamp all carefully compacted backfill.
      c. Observe specific manufacturer's recommendations regarding backfilling and compaction.
      d. Compact each lift to specified requirements.

C. Common Trench Backfill:
   1. Perform in accordance with the following:
      a. Place backfill in lift thicknesses capable of being compacted to densities specified.
      b. Observe specific manufacturer's recommendations regarding backfilling and compaction.
      c. Avoid displacing joints and appurtenances or causing any horizontal or vertical misalignment, separation, or distortion.

D. Water flushing for consolidation is not permitted.

3.5 COMPACTION

A. General:
   1. Place and assure bedding, backfill, and fill materials achieve an equal or higher degree of compaction than undisturbed materials adjacent to the work.
   2. In no case shall degree of compaction below minimum compactions specified be accepted.

B. Compaction Requirements:
   1. Unless noted otherwise on Drawings or more stringently by other Specification Sections, comply with following minimum trench compaction criteria.
      a. Bedding material:

LOCATION	SOIL TYPE	COMPACTION DENSITY
All locations	Cohesionless soils	75 percent relative density by ASTM D4253 and ASTM D4254

      b. Carefully compacted backfill:

LOCATION	SOIL TYPE	COMPACTION DENSITY
All applicable areas	Cohesive soils	95 PCT of maximum dry density by ASTM D698
	Cohesionless soils	75 percent relative density by ASTM D4253 and ASTM D4254

      c. Toe drain bedding and backfill:

LOCATION	SOIL TYPE	COMPACTION DENSITY
All locations	Cohesionless soils	60 PCT relative density by ASTM D4253 and ASTM D4254

      d. Common trench backfill:

LOCATION	SOIL TYPE	COMPACTION DENSITY
Under pavements, roadways, surfaces within highway right-of-ways	Cohesive soils	95 PCT of maximum dry density by ASTM D698
	Cohesionless soils	60 percent of relative density by ASTM D4253 and ASTM D4254
Under turfed, sodded, plant seeded, nontraffic areas	Cohesive soils	85 PCT of maximum dry density by ATM D698
	Cohesionless soils	40 percent of relative density by ASTM D4253 and ASTM D4254

3.6 FIELD QUALITY CONTROL

A. Testing:
   1. Perform in-place moisture-density tests as directed by the Owner.
   2. Perform tests through recognized testing laboratory approved by Owner.
   3. Costs of tests paid by Contractor.
   4. Perform additional tests as directed until compaction meets or exceeds requirements.
   5. Reference to Engineer in this Specification Section will imply Geotechnical Engineer when employed by Owner and directed by Engineer to undertake necessary inspections as approvals as necessary.
   6. Assure Owner has immediate access for testing of all soils related work.

7. Ensure excavations are safe for testing personnel.

END OF SECTION

SECTION 32 92 00
SEEDING, SODDING AND LANDSCAPING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Seeding, sodding and landscape planting:
      a. Soil preparation.
      b. Lawn-type seeding.

1.2 QUALITY ASSURANCE

A. Referenced Standards:
   1. American Nursery and Landscape Association/American National Standards Institute (ANLA/ANSI):
      a. Z60.1, American Standard for Nursery Stock.
   2. AOAC International (AOAC).
   3. ASTM International (ASTM):
      a. D2028, Standard Specification for Cutback Asphalt (Rapid-Curing Type).
      b. D5276, Standard Test Method for Drop Test of Loaded Containers by Free Fall.

1.3 SUBMITTALS

A. Shop Drawings:
   1. See Specification Section 01 33 00 for requirements for the mechanics and administration of the submittal process.
   2. Product technical data including:
      a. Acknowledgement that products submitted meet requirements of standards referenced.
      b. Manufacturer's installation instructions.
      c. Signed copies of vendor's statement for seed mixture required, stating botanical and common name, place of origin, strain, percentage of purity, percentage of germination, and amount of Pure Live Seed (PLS) per bag.
      d. Source and location of sod, plants, and plant material, as per Paragraph 3.3A.
   3. Certification that each container of seed delivered will be labeled in accordance with Federal and State Seed Laws and equals or exceeds Specification requirements.

PART 2 - PRODUCTS

2.1 MANUFACTURERS AND SUPPLIERS

A. Subject to compliance with the Contract Documents, the manufacturers and suppliers listed in the applicable Articles below are acceptable.

2.2 MATERIALS

A. Seed Quality:
   1. Fresh, clean, new-crop seed labeled in accordance with USDA Rules and Regulations under the Federal Seed Act in effect on date of bidding.
   2. Provide seed of species, proportions, and minimum percentages of purity, germination and maximum percentage of weed seed as specified.

B. Lawn-Type Seed Mixture:

BOTANICAL AND COMMON NAME	PERCENT BY WEIGHT (PLS)	MINIMUM PERCENT GERMINATION	MINIMUM PERCENT PURITY
Kentucky Bluegrass (Poa pratensis)	60	85	95
Fescue, Tall, KY 31 (Festura arundiancea 'KY 31 FT)	30	85	98
Ryegrass, Perennial (Lolium perenne)	10	90	95

C. Pasture Seeding:

BOTANICAL AND COMMON NAME	MINIMUM PERCENT GERMINATION	MINIMUM PERCENT PURITY	LBS PLS PER ACRE
Smooth Brome Grass (Bromus inermis 'Leyss')	80	90	14
Fescue, Tall, KY 31(Festura arundiancea 'KY 31 FT)	90	98	2.5
Switchgrass (Panicum virgatum)	90	95	3.5

D. Native Grass Seeding: Certified seed of locally adapted strains.

E. Water:
1. Water free from substances harmful to grass or sod growth.
2. Provide water from source approved prior to use.

PART 3 - EXECUTION

3.1 SOIL PREPARATION

A. General:
1. Limit preparation to areas which will be planted soon after.
2. Provide facilities to protect and safeguard all persons on or about premises.
3. Protect existing trees designated to remain.
4. Verify location and existence of all underground utilities.
   a. Take necessary precaution to protect existing utilities from damage due to construction activity.
   b. Repair all damages to utility items at sole expense.
5. Contractor to be responsible for vandalism until acceptance of work in whole or in part.

B. Preparation for Lawn-Type Seeding, Sprigging, Plugging or Sodding:
1. Loosen surface to minimum depth of 4 IN.
2. Remove stones over 1 IN in any dimension and sticks, roots, rubbish, and other extraneous matter.
3. Prior to applying fertilizer, loosen areas to be seeded with a double disc or other suitable device if the soil has become hard or compacted.
4. Correct any surface irregularities in order to prevent pocket or low areas which will allow water to stand.
5. Distribute fertilizer uniformly over areas to be seeded:
   a. For lawn-type seeding: 30 LBS per 1000 SQFT.
   b. For pasture seeding: 200 LBS per acre.
6. Incorporate fertilizer into soil to a depth of at least 2 IN by disking, harrowing, or other approved methods.
7. Remove stones or other substances from surface which will interfere with turf development or subsequent mowing operations.

8. Grade lawn areas to a smooth, even surface with a loose, uniformly fine texture.
    a. Roll and rake, remove ridges and fill depressions, as required to meet finish grades.
    b. Limit fine grading to areas which can be planted soon after preparation.
9. Restore lawn areas to specified condition if eroded or otherwise disturbed after fine grading and before planting.

3.2 INSTALLATION

A. Lawn-Type and Pasture Seeding:
1. Do not use seed which is wet, moldy, or otherwise damaged.
2. Perform seeding work from April 20 to May 15 for spring planting, and August 1 to September 15 for fall planting, unless otherwise approved by Engineer.
3. Employ satisfactory methods of sowing using mechanical power-driven drills or seeders, or mechanical hand seeders, or other approved equipment.
4. Distribute seed evenly over entire area at rate of application not less than 4 LBS (PLS) of seed per 1000 SQFT, 50 PCT sown in one direction, remainder at right angles to first sowing.
5. Stop work when work extends beyond most favorable planting season for species designated, or when satisfactory results cannot be obtained because of drought, high winds excessive moisture, or other factors.
    a. Resume work only when favorable conditions develop.
6. Lightly rake seed into soil followed by light rolling or cultipacking.
7. Immediately protect seeded areas against erosion by mulching.
    a. Spread mulch in continuous blanket using 1-1/2 tons per acre to a depth of 4 or 5 straws.
8. Protect seeded slopes against erosion with erosion netting or other methods approved by Engineer.
    a. Protect seeded areas against traffic or other use by erecting barricades and placing warning signs.
9. Immediately following spreading mulch, anchor mulch using an approved method.

3.3 MAINTENANCE AND REPLACEMENT

A. General:
1. Begin maintenance of planted areas immediately after each portion is planted and continue until final acceptance or for a specific time period as stated below, whichever is the longer.
2. Provide and maintain temporary piping, hoses, and watering equipment as required to convey water from water sources and to keep planted areas uniformly moist as required for proper growth.
3. Protection of new materials:
    a. Provide barricades, coverings or other types of protection necessary to prevent damage to existing improvements indicated to remain.
    b. Repair and pay for all damaged items.
4. Replace unacceptable materials with materials and methods identical to the original specifications unless otherwise approved by the Engineer.

B. Seeded or Sodded Lawns:
1. Maintain seeded lawns: 90 days, minimum, after installation and review of entire project area to be planted.
2. Maintenance period begins at completion of planting or installation of entire area to be seeded or sodded.
3. Engineer will review seeded or sodded lawn area after installation for initial acceptance.
4. Maintain lawns by watering, fertilizing, weeding, mowing, trimming, and other operations such as rolling, regrading, and replanting as required to establish a smooth, uniform lawn, free of weeds and eroded or bare areas.
5. Lay out temporary lawn watering system and arrange watering schedule to avoid walking over muddy and newly seeded areas.

a. Use equipment and water to prevent puddling and water erosion and displacement of seed or mulch.

6. Remulch with new mulch in areas where mulch has been disturbed by wind or maintenance operations sufficiently to nullify its purpose.
   a. Anchor as required to prevent displacement.
7. Unacceptable plantings are those areas that do not meet the quality of the specified material, produce the specified results, or were not installed to the specified methods.
8. Replant bare areas using same materials specified.
9. Engineer will review final acceptability of installed areas at end of maintenance period.
10. Maintain repaired areas until remainder of maintenance period or approved by Engineer, whichever is the longer period.

END OF SECTION

SECTION 33 05 15
PRECAST CONCRETE UTILITY STRUCTURES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Precast concrete utility structures and appurtenant items.
      a. Air release valve vaults.
   2. Design and fabrication of precast concrete utility structures.

B. Related Specification Sections include but are not necessarily limited to:
   1. Section 03 09 00 - Concrete.

1.2 QUALITY ASSURANCE

A. Referenced Standards:
   1. ASTM International (ASTM):
      a. C857, Standard Practice for Minimum Design Loading for Underground Precast Concrete Utility Structures.
      b. C858, Standard Specification for Underground Precast Concrete Utility Structures.
      c. C890, Standard Practice for Minimum Structural Design Loading for Monolithic or Sectional Precast Concrete Water and Wastewater Structures.
      d. C990, Standard Specification for Joints for Concrete Pipe, Manholes, and Precast Box Sections Using Preformed Flexible Joint Sealants.
      e. D1227, Standard Specification for Emulsified Asphalt Used as a Protective Coating for Roofing.

1.3 SUBMITTALS

A. Shop Drawings:
   1. See Specification Section 01 33 00 for requirements for the mechanics and administration of the submittal process.
   2. Product technical data including:
      a. Acknowledgement that products submitted meet requirements of standards referenced.
      b. Manufacturer's installation instructions.
   3. Concrete mix design(s):
      a. Include submittal information defined in Specification Section 03 09 00.
      b. Certification in accordance with ASTM C858, Section 12.
   4. Fabrication and/or layout drawings:
      a. Include detailed diagrams of utility structures showing typical components and dimensions, reinforcement, and other details.
      b. Itemize, on separate schedule, elevations or sectional breakdown of each utility structure with all components and refer to drawing identification number or notation.
      c. Indicate required penetration details for all piping entering each structure.

1.4 SITE CONDITIONS

A. Design groundwater elevation for precast structure design shall be the 100-year flood elevation shown on the Contract Documents.
   1. If the 100-year flood elevation is not shown on the Contract Documents, the design groundwater elevation shall be equal to the ground surface elevation at the structure.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Subject to compliance with the Contract Documents, the following manufacturers are acceptable:
   1. Concrete Valve Vault
      a. Valve vaults shall conform, in shape, size, dimensions, materials, and other respects, to the details indicated on the drawings.
      b. Oldcastle Infrastructure
      c. Or approved equivalent.
   2. Manhole rings, covers and frames:
      a. Manhole rings, covers and frames shall conform, in shape, size, dimensions, materials, and other respects, to the details indicated on the drawings.
      b. Neenah Foundry.
      c. Deeter Foundry.
      d. J.R. Hoe.
   3. Manhole steps:
      a. M. A. Industries.
      b. Neenah Foundry.
      c. Deeter Foundry.
   4. Black mastic joint compound:
      a. Kalktite 340.
      b. Tufflex.
      c. Plastico.
   5. Premolded joint sealant:
      a. NPC Bidco, Inc., C-56.
      b. Ram-Nek, Henry Co.
      c. EZ-Stik, Press-Seal Gasket Corp.
      d. CS-102, Conseal.
   6. Elastomeric joint seals:
      a. Kent Seal.
   7. Emulsified fibrated asphalt compound:
      a. Sonneborn Hydrocide 700B Semi-Mastic.

2.2 PRECAST UTILITY STRUCTURE COMPONENTS

A. Provide utility structures with interior dimensions as shown on the Drawings.

B. Provide the following components for each utility structure:
   1. Precast base section with integral or cast in place base slab.
   2. Precast wall section(s).
   3. Precast flat top.
      a. Where reinforcement is shown for top slab, furnish slab with reinforcing as designed, but not less than reinforcing shown on Drawings.

C. Provide openings and appurtenances as shown on Drawings.
   1. Manhole frames and covers:
      a. Cast frames into top slab.

D. Concrete:
   1. Conform to requirements of Specification Section 03 09 00.
   2. Conform to requirements of ASTM C858, where stricter than Specification Section 03 09 00.fc
      a. Minimum 28-day compressive strength 4500 PSI.
      b. All portions of precast utility structure are considered to be exposed to freeze-thaw cycles.

E. Joints:
   1. Joints of precast riser and top sections:
      a. Preformed flexible joint sealants: ASTM C990.
   2. Pipe and conduit entry for utility structures.

F. Coatings:
   1. Vertical wall surfaces:
      a. Emulsified fibrated asphalt compound meeting ASTM D1227 Type I for all vertical wall exterior surfaces.

2.3 DESIGN

A. General Design Requirements:
   1. Design precast units and appurtenances in accordance with ASTM C858.
      a. Notify Engineer and furnish cast-in-place structures if sizes of precast utility structures shown on Drawings can not be designed or fabricated.

B. Design loads:
   1. Design precast units for all loads and load cases described in ASTM C857, with the following values and selections:
      a. Minimum uniform live load for exposed roof slabs shall be 150 psf.
      b. Wheel loads shall be considered.
         1) Use wheel load designation A-16 (HS20-44) as shown in ASTM C857, Table 1.
         2) Wheel loads and uniform live load do not act concurrently.
      c. Unit weight of soil W shall be taken as no less than 100 LB/CU FT.
      d. Minimum lateral soil pressure coefficient (K_0): 0.50.

C. Specific Design Requirements:
   1. Out-of-plane shear:
      a. Out-of-plane shear shall be shown in the calculations.
      b. Wall thickness shall be determined based on meeting design requirements for out-of-plane shear resulting from soil and groundwater loads.
      c. Wall sections shall be designed as one-way spans between corners for calculation of out-of-plane shear. Transfer of shear or bending load shall not be considered to be transferred across joints between precast units or between walls and slabs, unless unit as integrally cast together.
      d. Use of shear steel reinforcement to increase out-of-plane shear capacity shall be prohibited.
   2. Design precast units taking into account reduced cross section at openings and penetrations.
   3. Structure shall be checked for buoyancy.
      a. The minimum factor of safety for uplift with the design groundwater elevation shall be 1.25, unless a larger factor of safety is required by the local governing body or Building Code.
      b. The minimum factor of safety for uplift at the fully submerged condition shall be no less than 1.0
      c. If the buoyant weight of soil above base slab extensions beyond the external dimensions of the structure is used to resist uplift, the volume of soil considered to resist uplift shall be limited to soil within the vertical projection of the edge of the base slab extensions.

PART 3 - EXECUTION

3.1 PRECAST UTILITY STRUCTURE CONSTRUCTION

A. Build each structure to dimensions shown on plans and at such elevation that pipe sections built into wall of structure will be true line of pipe extensions.

B. For all horizontal mating surfaces between precast concrete units, apply premolded flexible joint sealant to clean mating surfaces in accordance with sealant manufacturer's written instructions. Apply sufficient pressure to each concrete unit to seat unit in sealant.

C. Seal all pipe penetrations in manhole.
   1. Where post-installed seals are permitted, form pipe openings smooth and well-shaped.
   2. After installation, seal exterior of penetration with non-shrink grout.
   3. After grout cures, wire brush smooth and apply two coats emulsified fibrated asphalt compound to minimum wet thickness of 1/8 IN to ensure complete seal.

D. Set top slab level to elevation shown on Drawings.

3.2 FIELD QUALITY CONTROL

A. Any proposed repairs of precast components or structures shall be submitted to Engineer for approval.

B. No leakage that includes visible flow through joints between precast concrete sections or through pipe penetrations shall be permitted.

C. Damp spots on interior wall surfaces shall be considered leakage and shall not be permitted.
   1. Damp spots shall be defined as spots where moisture from a source outside the structure can be picked up on a dry hand.
   2. Locate the source of water movement through the wall and permanently seal.

END OF SECTION

SECTION 33 05 23
PIPELINE UNDERCROSSINGS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Construction of pipe undercrossings.
   2. Requirements for work on and affecting the railroad right-of-way (if applicable).

1.2 SUBMITTALS

A. Shop Drawings:
   1. Product technical data including:
      a. Acknowledgement that products submitted meet requirements of standards referenced.
      b. Manufacturer's installation instructions.
      c. Compliance with submittal requirements of railroad having jurisdiction over undercrossing.
      d. Track Monitoring Plan, as applicable (See Subpart 3.3)
      e. Ground Monitoring and Contingency Plans, as applicable (see Subpart 3.3)
      f. Shoring Plans and Calculations (See Subpart 3.11)

1.3 QUALITY ASSURANCE

A. Referenced Standards:

   1. Norfolk Southern Railroad (NS) Specifications for Pipeline Occupancy of Norfolk Southern Corporation Property, NSCE-8.

   2. ASTM International (ASTM), A139 Standard Specification for Electric-Fusion (ARC) welded steel pipe.

   3. AREMA, American Railway Engineering and Maintenance – Right-of-Way Association, publications and recommended practices.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Casing Pipe:
   1. Structural grade steel: New Grade B Steel Pipe, meeting the ASTM A139 standard, minimum yield strength of 35,000 PSI or greater as required by the permits.
   2. Wall thickness: Minimum 0.375 IN or greater as required by the permits. For railroad crossing, minimum wall thickness of 0.532 IN.
   3. Diameter: Minimum of 4 IN larger than outside diameter of carrier pipe's jointing system.
   4. Joints between sections of pipe shall be fully welded around the complete circumference of the pipe.

B. Casing Spacers:

   1. Polyethylene, Raci Spacers or equivalent.

   2. Seal both ends of casing pipe to outside of carrier pipe to prevent entrance of foreign material but allow leakage to pass in the event of a carrier break.

C. End Seals:

   1. Link-Seal or equivalent.

D. Marker Posts or Signs:

1. All crossings shall be prominently marked at right-of-way lines (or both sides of crossing) by durable, weatherproof marker posts or signs located over the centerline of the pipe. Signs shall show the following:
    a. Name and address of applicant
    b. Contents of pipe
    c. Pressure in pipe
    d. Emergency telephone number

PART 3 - EXECUTION

3.1 GENERAL REQUIREMENTS

A. Casing pipe shall be so constructed as to prevent leakage of any substance from the casing throughout its length. For railroad crossings, casing shall be installed so as to prevent the formation of a waterway under the railroad, and with an even bearing throughout its length, and shall slope to one end.

B. The inside diameter of the casing pipe shall be such as to allow the carrier pipe to be removed subsequently without disturbing the casing or the roadbed. For steel pipe casings, the inside diameter of the casing pipe shall be at least 4 inches greater than the largest outside diameter of the carrier pipe joints or couplings.

C. A maximum vertical deflection of the casing pipe of 3 percent of its diameter, plus ½ inch clearance shall be provided so that no loads from the roadbed, track, traffic or casing pipe itself are transmitted to the carrier pipe. When insulators are used on the carrier pipe, the inside diameter of the flexible casing pipe shall be at least 4 ½ inches greater than the outside of the carrier pipe.

3.2 INSTALLATION

A. General:
    1. Install undercrossing to meet requirements of authority or agency having jurisdiction over undercrossing.
    2. Observe work requirements stipulated in any permit condition.
    3. Consult Contract Drawings for limitation of construction right-of-way.

B. If installation of crossing is by jacking or dry boring, the following will be required unless more rigid requirements are specified by the authority or agency having jurisdiction over the crossing:
    1. Pressure grout all voids outside of casing, including abandoned or misaligned holes.
    2. Undercrossing casing:
        a. Full lengths.
        b. Weld pressure tight.
    3. After casing is installed, use casing spacers with each length of carrier pipe to prevent displacement and pull pipe into place. Refer to drawings for maximum spacing.
        a. Pipe must be straight and centered in casing when in place.
    4. Coordinate connections to system with authority or agency having jurisdiction over the crossing.

3.3 TRACK AND GROUND MONITORING – RAILROAD CROSSINGS (IF APPLICABLE)

A. General track and ground monitoring requirements:

    1. General requirements:
        a. Temporary lighting may be required by the railroad to identify tripping hazards to train crewmen and other railroad personnel.
        b. Any excavation, holes or trenches on the railroad property shall be covered, guarded and/or protected. Handrails, fence, or other barrier methods must meet OSHA and FRA

requirements.

2. Track and ground monitoring are required as follows:
   a. For crossings up to 25 feet below base of rail for 36-inch encasement pipe.
   b. For shoring within theoretical embankment line (Zone 1) of any track.
   c. Additional monitoring may be required by the railroad on a case by case basis.
3. Monitoring schedule
   a. Monitoring shall commence once any construction activity is begun within Zone 1. Refer to railroad requirements.
   b. Monitoring shall continue through completion of installation and may be required after completion for a period of time determined by NS or its representative.

B. Track Monitoring

1. Track Deflection Limits
2. Targets
   a. Track monitoring shall not require track access other than to place the track monitoring targets.
   b. Monitoring targets should be placed such that monitoring is possible when a train is present. However, monitoring during the passing of a train is not required as the train will temporarily deflect the track.
   c. Adhesive backed reflective targets may be attached to the side of the rail temporarily. Targets should be removed once monitoring phase is complete.
3. Monitoring Plan
4. If the top of rail does deflect more than values listed below, all operations shall stop until the matter is resolved.
   a. Track monitoring values for Class 3 through Class 4:
      1. Threshold value = 1/8 inch permanent vertical or horizontal deflection
      2. Installation Shutdown value = ¼ inch permanent vertical or horizontal deflection
   b. Track monitoring values for Class 1 through Class 2:
      1. Threshold value = ¼ inch permanent vertical or horizontal deflection
      2. Installation Shutdown value = ½ inch permanent vertical or horizontal deflection
   c. Provide established contingency plan, per railroad requirements, in the event of ground loss and/or the rail deviates ¼ inch vertical or horizontal
   d. Establish a benchmark in the vicinity of the construction. Establish locations for shooting elevations on the top of rail at each area of construction.
      1. Example locations for shooting rail elevation would be at:
         * At the centerline of an under track crossing.
         * At both outside edges of the crossing i.e. for a wide excavation.
         * At multiple locations from the crossing/excavation edge but not less than 10, 20, 30, 40 and 50 feet from the crossing.
   e. Monitoring shall be continuous and recorded in a field logbook dedicated for this purpose. Copies of these field log entries can be made available to all concerned parties upon request at any time during construction.

C. Ground Monitoring

1. Provide means for monitoring ground settlement. Submit monitoring plan for railroad review.
2. Ground monitoring points should be in alignment above the proposed construction activities.

D. Contingency Plans

1. The Contractor shall supply Contingency Plan(s), which anticipate reaching the Threshold and Installation Shutdown values, for all construction activities which may result in horizontal and/or vertical track deflection.
   a. Track monitoring values for Class 3 through Class 4:
      1. Threshold value = 1/8 inch permanent vertical or horizontal deflection
      2. Installation Shutdown value = ¼ inch permanent vertical or horizontal deflection
   b. Track monitoring values for Class 1 through Class 2:

1. Threshold value = ¼ inch permanent vertical or horizontal deflection
2. Installation Shutdown value = ½ inch permanent vertical or horizontal deflection

2. The Contingency Plans shall provide means and methods, with options if necessary.
3. The Contractor should anticipate the need to implement each Contingency Plan with required materials, equipment and personnel.
   a. Once the Threshold value is met, the contractor shall determine the appropriate Contingency Plan(s) and immediately discuss this plan with, and receive approval confirmation from, the railroad.
   b. Once the Installation Shutdown value is exceeded all project work shall stop and the chosen Contingency Plan shall commence.
      1. The railroad may choose to allow and/or require the immediate implementation of specific approved Contingency Plans, submitted by the contractor, once the Installation Shutdown value is exceeded.

3.4 BORE AND JACK INSTALLATION (STEEL PIPE) – RAILROAD CROSSING (IF APPLICABLE)

A. This method consists of pushing the pipe into the earth with a boring auger rotating within the pipe to remove the spoil.

B. The boring operation shall be progressed on a 24-hour basis without stoppage in Zone 1, 2, and 3 as indicated in Norfolk Southern (NS) Plate VIII (except for adding lengths of pipe) until the leading edge of the pipe has reached the receiving pit.

C. The front of the pipe shall be provided with mechanical arrangements or devices that will positively prevent the auger from leading the pipe so that no unsupported excavation is ahead of the pipe.

D. The auger and cutting head arrangement shall be removable from within the pipe in the event an obstruction is encountered. If the obstruction cannot be removed without excavation in advance of the pipe, the pipe shall be abandoned in place and immediately filled with grout. A new installation procedure and revised plans must be approved by NS before work can resume.

E. The over-cut by the cutting head shall not exceed the outside diameter of the pipe by more than ½ inch. If voids should develop or if the bored hole diameter is greater than the outside diameter of the pipe (plus coating) by more than approximately 1 inch, grouting or other methods approved by NS, shall be employed to fill such voids.

F. The face of the cutting head shall be arranged to provide a reasonable obstruction to the free flow of soft or poor material.

G. Plans and description of the arrangement to be used shall be submitted to NS for approval and no work shall proceed until such approval is obtained.

H. Any method that employs simultaneous boring and jacking for pipes over 8 inches in diameter that does not have the above approved arrangement **will not be permitted.**

3.5 GROUTING – RAILROAD CROSSING (IF APPLICABLE)

A. For jacked and tunneled installations, a uniform mixture of 1:6 (cement: sand) cement grout shall be placed under pressure through the grout holes to fill any voids which exist between the pipe or liner plate and the undisturbed earth.

B. Grouting shall start at the lowest hole in each grout panel and proceed upwards simultaneously on both side of the pipe.

C. A threaded plug shall be installed in each grout hole as the grouting is completed at that hole.

3.6 SOIL STABILIZATION – RAILROAD CROSSING (IF APPLICABLE)

A. Pressure grouting of the soils or freezing of the soils before jacking, boring, or tunneling may be required at the direction of the railroad to stabilize the soils, control water, prevent loss of material and prevent settlement or displacement of embankment. Grout shall be cement, chemical or other special injection material selected to accomplish the necessary stabilization.

B. The materials to be used and the method of injection shall be prepared by a Registered Professional Soils Engineer or by an experienced and qualified company specializing in this work and submitted for approval to the railroad before the start of work. Proof of experience and competency shall accompany the submission.

3.7 DEWATERING – RAILROAD CROSSING (IF APPLICABLE)

A. When water is known or expected to be encountered, pumps of sufficient capacity to handle the flow shall be maintained at the site, provided the contractor has received approval from the railroad to operate them. Pumps in operation shall be constantly attended on a 24-hour basis until, in the sole judgement of the railroad, the operation can be safely halted. When dewatering, close observation shall be maintained to detect any settlement or displacement of railroad embankment, tracks, and facilities.

3.8 SAFETY REQUIREMENTS – RAILROAD CROSSING (IF APPLICABLE)

A. All operations shall be conducted so as not to interfere with, interrupt, or endanger the operation of trains nor damage, destroy, or endanger the integrity of railroad facilities. All work on or near the railroad property shall be conducted in accordance with the railroad safety rules and regulations. The contractor shall secure and comply with the railroad safety rules and shall give written acknowledgement to the railroad that they have been received, read, and understood by the contractor and its employees. Operations will be subject to the railroad monitoring at any and all times.

B. All cranes, lifts, or other equipment that will be operated in the vicinity of the railroad's electrification and power transmission facilities shall be electrically grounded as directed by the railroad.

C. At all times when the work is being progressed, a field supervisor for the work with no less than twelve (12) months experience in the operation of the equipment being used shall be present. If boring equipment or similar machines are being use, the machine operator also shall have no less than twelve (12) months experience in the operation of the equipment being used.

D. Whenever equipment or personnel are working closer than 15 feet from the centerline of an adjacent track, that track shall be considered as being obstructed. Insofar as possible, all operations shall be conducted no less than this distance. Operations closer than 15 feet from the centerline of a track shall be conducted only with the permission of, and as directed by, a duly qualified railroad employee or an authorized railroad representative present at the site of the work.

E. Construction near switching areas may require lighting.

F. Crossing of tracks at grade by equipment and personnel is prohibited except by prior arrangement with and as directed by the railroad.

3.9 BLASTING

A. Blasting will not be permitted.

3.10 PROTECTION OF DRAINAGE FACILITIES – RAILROAD CROSSING (IF APPLICABLE)

A. If, in the course of construction, it may be necessary to block a ditch, pipe or other drainage facility, temporary pipes, ditches or other drainage facilities shall be installed to maintain adequate drainage, as approved by the railroad. Upon completion of the work, the temporary facilities shall be removed, and the permanent facilities restored.

B. Soil erosion methods shall be used to protect railroad ditches and other drainage facilities during construction on and adjacent to the railroad right-of-way.

3.11 SUPPORT OF EXCAVATION ADJACENT TO TRACK – RAILROAD CROSSING (IF APPLICABLE)

A. Launching and Receiving Pits

1. The face of all pits shall be located a minimum of 25 feet from centerline of adjacent track, **measured at right angles to track** unless otherwise approved by the railroad.
2. The railroad Typical Drawing No. 4 – Shoring Requirements shall govern the limits and type of required excavation support.
3. All plans and calculations for shoring shall be prepared, signed and sealed by a Registered Professional Engineer licensed in the state of the project. The Engineer will be responsible for the accuracy for all controlling dimensions as well as the selection of soil design values which will accurately reflect the actual field conditions.
4. The plans shall contain details of the shoring system showing sizes of all structural members, details of connection, and embedment depth. The plans shall include a plan view showing all the proposed excavations and distances from centerline of track to face of excavation. Plans shall show a section normal to the track showing the shoring location relative to the centerline of track and showing the height of sheeting and track elevation in relation to the bottom of excavation. The plans must be complete and accurately describe the nature of the work.
5. Shoring in Zone 1 or 2, AREMA recommended practice is to be used for design. No increase in temporary stresses is permitted. Refer to AREMA Load Section.
6. Design shall include 2 feet of spoils adjacent to the shoring and the first 1 foot below the dredge line is to be neglected for passive resistance.
7. Shoring location in Zone 2 as shown on the railroad Typical Drawing No. 4 – Shoring Requirements shall be designed using interlocking sheeting. Soldier piles and lagging will be considered only when its use is specifically approved by the railroad. Consideration for the use of soldier piles and lagging will only be made if the required penetration of steel sheet piling cannot be obtained and when dry, stable material will be encountered.
8. All excavations with the limits shown on railroad Typical Drawing No. 4 – Shoring Requirements shall be designed for railroad live load surcharge. All shoring designed for railroad live load surcharge shall be based on Cooper's E-80 live load. AREMA Chapter 8, Part 20, Section 3, Paragraph 2(b), refers to the Boussinesq equation as a method to determine lateral pressure values for railroad surcharge loading. The railroad Typical Drawing No. 5 - Shoring Design Guide – Lateral Pressures from Train Loads indicates the lateral pressures associated with various depths of excavation and distances from centerline of track as determined by the Boussinesq equation.
9. Calculations for the proposed shoring shall include deflection calculations. The maximum deflection for excavations within 18'-0" of the centerline of the nearest tack shall be 3/8". For all other cases, the max deflections shall not exceed ½".
10. Railings shall be constructed around all excavations on railroad property. Walkways with railings shall be constructed over open excavations adjacent to the tracks located within the normal walkway. Refer to AREAMA Section 15 for walkway and railing design criteria. Railings shall not be closer than 10'-0" horizontally from centerline of track. Railing shall be indicated on plans submitted for railroad acceptance.
11. Railroad approval is required prior to beginning any excavation.

END OF SECTION

SECTION 40 05 00
PIPE AND PIPE FITTINGS: BASIC REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Utility piping systems.

B. Related Specification Sections include but are not necessarily limited to:
   1. Division 00 - Procurement and Contracting Requirements.
   2. Division 01 - General Requirements.
   3. Section 31 23 33 - Trenching, Backfilling, and Compacting for Utilities.
   4. Section 40 05 51 - Valves: Basic Requirements.

1.2 QUALITY ASSURANCE

A. Referenced Standards:
   1. ASTM International (ASTM):
   2. American Water Works Association (AWWA):
   3. American Water Works Association/American National Standards Institute (AWWA/ANSI):
   4. International Plumbing Code (IPC).
   5. Underwriters Laboratories, Inc. (UL).

1.3 SYSTEM DESCRIPTION

A. Piping Systems Organization and Definition:
   1. Piping services are grouped into designated systems according to the chemical and physical properties of the fluid conveyed, system pressure, piping size and system materials of construction.
   2. See PIPING SPECIFICATION SCHEDULES in PART 3.

1.4 SUBMITTALS

A. Shop Drawings:
   1. See Specification Section 01 33 00 for requirements for the mechanics and administration of the submittal process.
   2. Product technical data including:
      a. Acknowledgement that products submitted meet requirements of standards referenced.
      b. Copies of manufacturer's written directions regarding material handling, delivery, storage and installation.
      c. Separate schedule sheet for each piping system scheduled in this Specification Section showing compliance of all system components.
         1) Attach technical product data on gaskets, pipe, fittings, and other components.

B. Informational Submittals:
   1. Test reports:
      a. Copies of pressure test results on all piping systems.
      b. Reports defining results of dielectric testing and corrective action taken.

1.5 DELIVERY, STORAGE, AND HANDLING

A. Protect pipe coating during handling using methods recommended by manufacturer.
   1. Use of bare cables, chains, hooks, metal bars or narrow skids in contact with coated pipe is not permitted.

B. Prevent damage to pipe during transit.
   1. Repair abrasions, scars, and blemishes.

2. If repair of satisfactory quality cannot be achieved, replace damaged material immediately.

PART 2 - PRODUCTS

2.1 PIPING SPECIFICATION SCHEDULES

A. Piping system materials, fittings and appurtenances are subject to requirements of specific piping specification schedules located at the end of PART 3 of this Specification Section.

2.2 COMPONENTS AND ACCESSORIES

A. Reducers:
   1. Furnish appropriate size reducers and reducing fittings to mate pipe to equipment connections.
   2. Connection size requirements may change from those shown on Drawings depending on equipment furnished.

B. Protective Coating and Lining:
   1. Include pipe, fittings, and appurtenances where coatings, linings, coating, tests and other items are specified.
   2. "DIMJ" fittings to be provided with "Protecto 401" coating.
   3. Field coating pipe in accordance with Specification Section 09 96 00.

C. Underground Warning Tape:
   1. Materials: Polyethylene
   2. Size: 6 IN wide (minimum)
   3. Thickness: 3.5 MILS
   4. Fabrication: Preprinted and permanently imbedded legend, message continuously printed , tensile strength 1750 PSI

D. Valves:
   1. See schematics and details for definition of manual valves used in each system under 4 IN in size.
      a. See Specification Section 40 05 51 schedule for valve types 4 IN and above and for automatic valves used in each system.
   2. See Specification Section 40 05 51.

PART 3 - EXECUTION

3.1 EXTERIOR BURIED PIPING INSTALLATION

A. Enter and exit through structure walls, floors, and ceilings by using penetrations and seals specified and as shown on Drawings.

B. When entering or leaving structures with buried mechanical joint piping, install joint within 2 FT of point where pipe enters or leaves structure.
   1. Install second joint not more than 6 FT nor less than 4 FT from first joint.

C. Install expansion devices as necessary to allow expansion and contraction movement.

D. Laying Pipe In Trench:
   1. Excavate and backfill trench in accordance with Specification Section 31 23 33.
   2. Clean each pipe length thoroughly and inspect for compliance to specifications.
   3. Grade trench bottom and excavate for pipe bell and lay pipe on trench bottom.
   4. Install gasket or joint material according to manufacturer's directions after joints have been thoroughly cleaned and examined.
   5. Except for first two (2) joints, before making final connections of joints, install two (2) full sections of pipe with earth tamped along-side of pipe or final with bedding material placed.
   6. Lay pipe in only suitable weather with good trench conditions.
      a. Never lay pipe in water except where approved by Engineer.

7. Seal open end of line with watertight plug if pipe laying stopped.
8. Remove water in trench before removal of plug.

E. Lining Up Push-On Joint Piping:
1. Lay piping on route lines shown on Drawings.
2. Deflect from straight alignments or grades by vertical or horizontal curves or offsets.
3. Observe maximum deflection values stated in manufacturer's written literature.
4. Provide special bends when specified or where required alignment exceeds allowable deflections stipulated.
5. Install shorter lengths of pipe in such length and number that angular deflection of any joint, as represented by specified maximum deflection, is not exceeded.

F. Anchorage and Blocking:
1. Provide reaction blocking, anchors, joint harnesses, or other acceptable means for preventing movement of piping caused by forces in or on buried piping tees, wye branches, plugs, or bends.
2. Place concrete blocking so that it extends from fitting into solid undisturbed earth wall.
a. Concrete blocks shall not cover pipe joints.
3. Provide bearing area of concrete in accordance with drawing detail.

G. Underground Warning Tape
1. The tape shall be the last equipment installed in the trench so as to be first out.
2. The tape shall be buried 4 to 6 inches below top of grade.
3. After trench backfilling, the tape shall be placed in the backfill and allowed to settle into place with the backfill.
4. The tape may be plowed in after final settlement, installed with a tool during the trench backfilling process, unrolled before final restoration or installed in any other way acceptable to the Owner or Engineer.

3.2 CONNECTIONS WITH EXISTING PIPING

A. Where connection between new work and existing work is made, use suitable and proper fittings to suit conditions encountered.

B. Perform connections with existing piping at time and under conditions which will least interfere with service to customers affected by such operation.

C. Undertake connections in fashion which will disturb system as little as possible.

D. Provide suitable equipment and facilities to dewater, drain, and dispose of liquid removed without damage to adjacent property.

E. Where connections to existing systems necessitate employment of past installation methods not currently part of trade practice, utilize necessary special piping components.

F. Where connection involves potable water systems, provide disinfection methods as prescribed in this Specification Section.

G. Once tie-in to each existing system is initiated, continue work continuously until tie-in is made and tested.

3.3 FIELD QUALITY CONTROL

A. Pipe Testing - General:
1. Test piping systems as follows:
a. Test exposed, non-insulated piping systems upon completion of system.
b. Test exposed, insulated piping systems upon completion of system but prior to application of insulation.
c. Test concealed interior piping systems prior to concealment and, if system is insulated, prior to application of insulation.
d. Test buried piping after backfilling has been complete.

2. Utilize pressures, media and pressure test durations as specified in the PIPING SPECIFICATION SCHEDULES.
3. Isolate equipment which may be damaged by the specified pressure test conditions.
4. Perform pressure test using calibrated pressure gages and calibrated volumetric measuring equipment to determine leakage rates.
   a. Select each gage so that the specified test pressure falls within the upper half of the gage's range.
   b. Notify the Engineer 24 HRS prior to each test.
5. Completely assemble and test new piping systems prior to connection to existing pipe systems.
6. Acknowledge satisfactory performance of tests and inspections in writing to Engineer prior to final acceptance.
7. Bear the cost of all testing and inspecting, locating and remedying of leaks and any necessary retesting and re-examination.

B. Pressure Testing:
1. Testing medium: Unless otherwise specified in the PIPING SPECIFICATION SCHEDULES, utilize the following test media.
   a. Liquid systems:

PIPE LINE SIZE (DIA)	GRAVITY OR PUMPED	SPECIFIED TEST PRESSURE	TESTING MEDIUM
All sizes	Pumped	250 PSIG or less	Water

2. Before the hydrostatic test is begun, the Contractor shall: backfill all pipe; provide all temporary and permanent thrust anchor blocking; and install taps for releasing air at all points of highest elevation where no fire hydrant or flushing connection has been installed. All valves within the test area shall be fully open including valves on fire hydrant supply pipes.
3. It shall be the Contractor's responsibility to locate and repair any and all leaks that may develop.
4. The water main (ductile iron and PVC) and appurtances shall be discharged of hyperchlorinated water, flushed and filled with potable water prior to performing the pressure and leakage test.
5. Water piping shall be pressure tested to 250 percent of the normal system operating pressure or to 100 percent if the rated pressure of the pipe, whichever is less. At no time shall the test pressure exceed 100 percent of the pipe's rated working pressure. A pipe shall be accepted if the test pressure dies nit fall more than 5 psi during the minimum 2-hour test period. The pipe shall be tested for allowable leakage according to AWWA C-600 or C-605, as applicable, concurrently with the pressure test.
6. In conjunction with the hydrostatic test, a leakage test shall be conducted at the same pressure and for the same period of time.
7. The Contractor may furnish a test pump if approved by the Inspector or Engineer. The test pump must be equipped with a quick-connect coupling to allow the connection of the Company Inspector's pressure gauge.
8. All piping shall be tested for leakage at a pressure no less than that specified for the pressure test. The leakage shall be defined as the quantity of water that must be supplied to the tested section to maintain pressure within 5 psi of the specified test pressure after the air in the pipeline has been expelled and the pipe has been filled with water. The leakage shall be less than an allowable amount determined by the following equation.

$$L = \frac{SD\,(P)^{1/2}}{133{,}200}$$

Where: L = allowable leakage (gallons/hour)
S = length of pipe tested (feet)

D = nominal diameter of pipe (inches)
P = test pressure (psig)

9. All pipe, fittings, and other materials found to be defective under test shall be removed and replaced. These tests shall be repeated until satisfactory to the Engineer and Inspector. All visible leaks shall be repaired regardless of the amount of leakage.
10. The required testing apparatus, consisting of a gasoline motor driven pump, valves, pressure gauge, meter, test pump hose, and connections, shall be picked up and returned to the Company yard, the day the test is to be run.
11. The Contractor shall be responsible for all phases of testing the water main.

C. Dielectric Testing Methods and Criteria:
   1. Provide electrical check between metallic non-ferrous pipe or appurtenances and ferrous elements of construction to assure discontinuity has been maintained.
   2. Wherever electrical contact is demonstrated by such test, locate the point or points of continuity and correct the condition.

3.4 CLEANING, DISINFECTION AND PURGING

A. Cleaning:
   1. Clean interior of piping systems thoroughly before installing.
   2. Maintain pipe in clean condition during installation.
   3. Before jointing piping, thoroughly clean and wipe joint contact surfaces and then properly dress and make joint.
   4. Immideatly prior to pressure testing, clean and remove grease, metal cutting, dirt, or other foreign materials which may have entered the system.
   5. At completion of work and prior to Final Acceptance, thoroughly clean work installed under these Specifications.
      a. Clean equipment, fixtures, pipe, valves, and fittings of grease, metal cuttings, and sludge which may have accumulated by operation of system, from testing, or from other causes.
      b. Repair any stoppage or discoloration or other damage to parts of building, its finish, or furnishings, due to failure to properly clean piping system, without cost to Owner.
   6. Clean chlorine piping in accordance with CI Pamphlet 6.

B. Disinfection of Potable Water Systems:
   1. After favorable performance of pressure test and prior to Final Acceptance, thoroughly flush entire potable water piping system including supply, source and any appurtenant devices and perform disinfection as prescribed.
   2. Perform work, including preventative measures during construction, in full compliance with AWWA C651.
   3. Perform disinfection using sodium hypochlorite complying with AWWA B300.
   4. Flush each segment of system to provide flushing velocity of not less than 2.5 FT per second.
   5. Drain flushing water to sanitary sewer.
      a. Do not drain flushing water to receiving stream.
   6. Use continuous feed method of application.
      a. Tag system during disinfection procedure to prevent use.
   7. After required contact period, flush system to remove traces of heavily chlorinated water.
   8. After final flushing and before placing water in service, obtain an independent laboratory approved by the Owner to collect samples and test for bacteriological quality.
      a. Repeat entire disinfection procedures until satisfactory results are obtained.
   9. Secure and deliver to Owner, satisfactory bacteriological reports on samples taken from system.
      a. Ensure sampling and testing procedures are in full compliance to AWWA C651, local water purveyor and applicable requirements of State of Kentucky.

3.5 LOCATION OF BURIED OBSTACLES

A. Furnish exact location and description of buried utilities encountered and thrust block placement.

B. Reference items to definitive reference point locations such as found property corners, entrances to buildings, existing structure lines, fire hydrants and related fixed structures.

C. Include such information as location, elevation, coverage, supports and additional pertinent information.

D. Incorporate information on "As-Recorded" Drawings.

3.6 PIPING SYSTEM SCHEDULES

A. SPECIFICATION SCHEDULE -
   1. General:
      a. Piping symbol and service:
         1) FM – Sanitary Force Main
      b. Test requirements:
         1) Test medium: Water.
         2) Pressure: 125 PSIG.
         3) Duration: 6 HRS.
      c. Gaskets and O-rings:
         1) O-rings: Neoprene or rubber.
         2) Gasket: ASTM F477
   2. System components:
      a. Pipe size to 3 IN through 12 IN:
         1) Buried service:
            a) Materials: Polyvinyl Chloride (PVC), C900 (DR 21).
            b) Reference: AWWA/ANSI C900.
            c) Pipe Compound: ASTM D1784 Cells Class 12454.
            d) Integral Bell Joint: ASTM D3139.
            e) Linning: None
            f) Coating: None
            g) Fittings:
            h) Joints: Push-on with mechanical joints at fittings and valves.

END OF SECTION

SECTION 40 05 31
PIPE: PLASTIC

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Plastic pipe.

B. Related Specification Sections include but are not necessarily limited to:
   1. Division 00 - Procurement and Contracting Requirements.
   2. Division 01 - General Requirements.
   3. Section 40 05 00 - Pipe and Pipe Fittings: Basic Requirements.

1.2 QUALITY ASSURANCE

A. See Specification Section 40 05 00.

B. Referenced Standards:
   1. ASTM International (ASTM):
      a. PVC (polyvinyl chloride) materials:
         1) D1784, Standard Specification for Rigid Poly(Vinyl Chloride) (PVC) Compounds and Chlorinated Poly(Vinyl Chloride) (CPVC) Compounds.
         2) D3034, Standard Specification for Type PSM Poly(Vinyl Chloride) (PVC) Sewer Pipe and Fittings.
         3) D3139, Standard Specification for Joints for Plastic Pressure Pipes Using Flexible Elastomeric Seals.
         4) D3212, Standard Specification for Joints for Drain and Sewer Plastic Pipes Using Flexible Elastomeric Seals.
         5) F593, Standard Specification for Stainless Steel Bolts, Hex Cap Screws, and Studs.
      b. Installation:
         1) D2321, Standard Practice for Underground Installation of Thermosplastic Pipe for Sewers and Other Gravity-Flow Applications.
   2. NSF International (NSF).

1.3 SUBMITTALS

A. See Specification Section 40 05 00.

PART 2 - PRODUCTS

2.1 PRESSURE PIPING (UNDERGROUND)

A. Materials: Furnish materials in full compliance with following requirements:
   1. 4-12 IN: AWWA C900 PVC with Pressure Class of 235 PSI (DR18)
   2. Joints for PVC pipe shall be the elastomeric-gasket type with a pressure rating not less than pipe pressure rating meeting performance requirements of ASTM D3139.

PART 3 - EXECUTION

3.1 IDENTIFICATION

A. Identify each length of pipe clearly at intervals of 5 FT or less.
   1. Include manufacturer's name and trademark.

2. Nominal size of pipe, appurtenant information regarding polymer cell classification and critical identifications regarding performance specifications and NSF approvals when applicable.

3.2 PRESSURE PIPING (UNDERGROUND)

A. Installation:
   1. Field threading of PVC pipe will not be permitted.
   2. Perform installation procedures, handling, thrust blocking, connections, and other appurtenant operations in full compliance to the manufacturer's printed recommendations and in conformance to plan details.

END OF SECTION

SECTION 40 05 51
VALVES: BASIC REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Valving and valving appurtenances.
   2. Sewage Combination Air Valve

B. Related Sections include but are not necessarily limited to:
   1. Section 40 05 00 - Pipe and Pipe Fittings: Basic Requirements.

1.2 QUALITY ASSURANCE

A. Referenced Standards:
   1. American Society of Mechanical Engineers (ASME):
      1. B1.20.1, Pipe Threads, General Purpose.
      2. B16.1, Gray Iron Pipe Flanges and Flanged Fittings: Classes 25, 125, and 250.
      3. B16.18, Cast Copper Alloy Solder Joint Pressure Fittings.
   2. ASTM International (ASTM):
      1. A126, Standard Specification for Gray Iron Castings for Valves, Flanges, and Pipe Fittings.
      2. D256, Standard Test Methods for Determining the Izod Pendulum Impact Resistance of Plastics.
      3. D638, Standard Test Method for Tensile Properties of Plastics.
      4. D648, Standard Test Method for Deflection Temperature of Plastics Under Flexural Load in the Edgewise Position.
      5. D695, Standard Test Method for Compressive Properties of Rigid Plastics.
      6. D2240, Standard Test Method for Rubber Property-Durometer Hardness.
   3. American Water Works Association (AWWA):
      1. C207, Standard for Steel Pipe Flanges for Waterworks Service - Sizes 4 IN through 144 IN.
      2. C500, Standard for Metal-Seated Gate Valves for Water Supply Service.
      3. C504, Standard for Rubber-Seated Butterfly Valves.
      4. C507, Standard for Ball Valves, 6 IN through 48 IN (150 MM through 1200 MM).
      5. C509, Standard for Resilient-Seated Gate Valves for Water Supply Service.
      6. C550, Standard for Protective Coatings for Valves and Hydrants.
      7. C606, Standard for Grooved and Shouldered Joints.
   4. American Water Works Association/American National Standards Institute (AWWA/ANSI):
      1. C111/A21.11, Standard for Rubber-Gasket Joints for Ductile-Iron Pressure Pipe and Fittings.
   5. National Electrical Manufacturers Association (NEMA):
      1. 250, Enclosures for Electrical Equipment (1000 Volts Maximum).
      2. MG 1, Motors and Generators.
   6. National Fire Protection Association (NFPA):
      1. 70, National Electrical Code (NEC).

1.3 SUBMITTALS

A. Shop Drawings:
   1. Product technical data including:
      1. Acknowledgement that products submitted meet requirements of standards referenced.
      2. Manufacturer's installation instructions.
      3. Valve pressure and temperature rating.

4. Valve material of construction.
5. Special linings.
6. Valve dimensions and weight.
7. Valve flow coefficient.

2. Test reports.

B. Closeout Contract Information:
1. Operation and Maintenance Data:

PART 2 - PRODUCTS

2.1 COMBINATION AIR VALVE

A. ARI USA or quivalent.

2.2 FABRICATION

A. End Connections:
1. Provide the type of end connections for valves as required in the Piping Schedules presented in Section 40 05 00 or as shown on the Drawings.
2. Comply with the following standards:
1. Threaded: ASME B1.20.1.
2. Flanged: ASME B16.1, Class 125 unless otherwise noted or AWWA C207.
3. Bell and spigot or mechanical (gland) type: AWWA/ANSI C111/A21.11.
4. Soldered: ASME B16.18.
5. Grooved: Rigid joints per Table 5 of AWWA C606.

B. Nuts, Bolts, and Washers:
1. Wetted or internal to be bronze or stainless steel.
1. Exposed to be zinc or cadmium plated.

C. On Insulated Piping: Provide valves with extended stems to permit proper insulation application without interference from handle.

D. Epoxy Interior Coating: Provide epoxy interior coating for all ferrous surfaces in accordance with AWWA C550.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Install products in accordance with manufacturer's instructions.

B. Painting Requirements: All fire hydrants shall be fully coated, inside and out, with fusion bonded epoxy coating in accordance with AWWA C550 Standard and color shall be selected by the Owner.

C. Setting Buried Valves:
1. Locate valves installed in pipe trenches where buried pipe indicated on Drawings.
2. Set valves and valve boxes plumb.
3. Place valve boxes directly over valves with top of box being brought to surface of finished grade.
4. Install in closed position.
5. Place valve on firm footing in trench to prevent settling and excessive strain on connection to pipe.
6. After installation, backfill up to top of box for a minimum distance of 4 FT on each side of box.

D. Support exposed valves and piping adjacent to valves independently to eliminate pipe loads being transferred to valve and valve loads being transferred to the piping.

E. For grooved coupling valves, install rigid type couplings.

END OF SECTION

Estimate 7-9012.50

Estimated Cost:$141,839.98

Contingency: 10.00%

Estimated Total: $156,023.98

Base Date: 02/18/25

Spec Year: 08

Unit System: E

Work Type: ASPHALT SURFACE WITH GRADE & DRAIN

Highway Type: PRIMARY F, DSB, DE

Urban/Rural Type: URBAN

Season: SPRING

County: FAYETTE

Latitude of Midpoint: 0

Longitude of Midpoint: 0

District: 07

Federal Project Number:

State Project Number:

Estimate: 7-9012.50

Line #	Item Number / Description / *Supplemental Description*	Quantity	Units	Unit Price	Extension
Group 0006: SEWER					
0005	15021 S ENCASEMENT STEEL OPEN CUT RANGE 2	200.00	LF	$190.79	$38,158.00
0006	15026 S FORCE MAIN AIR RLS/VAC VLV 02 IN	1.00	EACH	$5,992.92	$5,992.92
0007	15062 S FORCE MAIN PVC 10 INCH	500.00	LF	$165.71	$82,855.00
0009	15076 S FORCE MAIN TIE-IN 10 INCH	2.00	EACH	$7,167.03	$14,334.06
0011	15122 S STRUCTURE REMOVAL	1.00	EACH	$500.00	$500.00

Total for Group 0006:$141,839.98

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0254-25

File ID:	0254-25	**Type:**	Resolution	**Status:**	Approved
Version:	1	**Contract #:**	060-2025	**In Control:**	Urban County Council
				File Created:	03/05/2025
File Name:	Extensions to Crown Castle Cell Tower Agreements			**Final Action:**	03/20/2025

Title: A Resolution authorizing the Mayor, on behalf of the Urban County Government, to amend four (4) existing lease Agreements with Crown Castle by adding one (1) renewal term of five (5) years to cell tower leases, located in various park locations. [Dept. of General Services, Ford]

Notes: See Memo for initial Resolution numbers for each Agreement.
RIO 3/5/2025. MS

SAF in the CCO. REturned to Sandra Lopez on 3/21/2025. MS

Amendments SAF in the CCO 7/21/2025. MS REturned to Sandra the next day in person!

Sponsors:		**Enactment Date:**	03/20/2025
Attachments:	Memo Extensions Crown Castle Cell Tower Agreeements.pdf, BU# 841677 Extension 3740 Forest Green Dr.pdf, BU# 841159 Extension 375 Harvard Dr.pdf, BU# 823850 Extension 652 Southpoint Dr.pdf, BU# 841876 Extension 3655 Pimlico Pkwy.pdf, RESO 0254-25 Amend agreements with Crown Castle 4903-5991-5559 v.1.docx, R-126-2025, Contract #060-2025	**Enactment Number:**	R-126-2025
Deed #:		**Hearing Date:**	
Drafter:	Sandra Lopez	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	03/18/2025	Approved and Referred to Docket	Urban County Council	03/20/2025		Pass
1	Urban County Council	03/20/2025	Received First Reading	Urban County Council	03/20/2025		
1	Urban County Council	03/20/2025	Suspended Rules for Second Reading				Pass
1	Urban County Council	03/20/2025	Approved				Pass

Text of Legislative File 0254-25

Title

A Resolution authorizing the Mayor, on behalf of the Urban County Government, to amend four (4) existing lease Agreements with Crown Castle by adding one (1) renewal term of five (5) years to cell tower leases, located in various park locations. [Dept. of General Services, Ford]

Summary

Authorization to execute four (4) Agreements with Crown Castle to amend each existing cell tower lease by adding one (1) renewal term of five (5) years, located in various park locations. The projected revenue under the existing lease Agreement for FY 2026 is $112,595. (L0254-25)(Ford)

Budgetary Implications: No

Advance Document Review:

Law: Yes, Completed by Gabriel Thatcher, 1-29-2025

Risk Management: No

Fully Budgeted: NA

Account Number: 4022-011001-0001-42181

This Fiscal Year Impact: $112,595 revenue

Annual Impact: $

Project:

Activity:

Budget Reference:

Current Balance: Revenue included in FY 26 Budget estimate

MAYOR LINDA GORTON

LEXINGTON

CHRIS FORD
COMMISSIONER
GENERAL SERVICES

TO: Mayor Linda Gorton
Honorable Members, Urban County Council

FROM: Chris Ford, Commissioner of General Services

DATE: March 7, 2025

SUBJECT: Agreement to extend four cell tower leases with Crown Castle

Request:
Request Council authorization for the Mayor to execute four (4) agreements with Crown Castle to amend each existing cell tower lease by adding one (1) renewal term of five (5) years, located in various park locations.

Purpose:
The initial term of the lease agreements with Crown Castle was five (5) years and four (4) additional renewal terms of five (5) years. The cell tower locations and lease agreement expirations are outlined below, showing the current expiration date and the expiration date with the additional renewal term.

Initial Resolutions	Lease	Tower Location	Current Expiration Date	New Expiration Date
269-2004	BU# 841677	3740 Forest Green Dr.	10-14-2029	10-14-2034
273-2003	BU# 841159	375 Harvard Dr.	1-25-2032	1-25-2037
112-2006	BU# 823850	652 Southpoint Dr.	6-22-2031	6-22-2036
106-2004	BU# 841876	3655 Pimlico Pkwy.	4-14-2029	4-14-2034

Lessee may terminate this Agreement at any time prior to closing, in its discretion, without damages or liability, by providing written notice to Lessor.

Budgetary Implication:
The annual revenue varies for each agreement. The revenues for the extension will begin after 2030. Projected revenue under the existing lease agreement for FY 2026 is $112,595. Rent increase annual by a flat percentage per each Agreement.

Are the funds budgeted?
Annual revenue 4022-011001-0001-42181

File Number: 0254-25

Director/Commissioner: Chris Ford

CROWN CASTLE

AGREEMENT TO AMEND LEASE

In consideration of the mutual promises set forth in this Agreement ("Agreement"), the undersigned lessor ("Lessor") agrees to amend the Lease, defined below by and between Lessor and New Cingular Wireless PCS, LLC, a Delaware limited liability company, by CCATT LLC, a Delaware limited liability company, its Attorney in Fact ("Lessee") on the terms and conditions set forth herein ("Transaction").

Lessor: *Lexington Fayette Urban County Government* **BU**: *841677*	**Site Address:** 3740 Forest Green Drive Lexington, KY 40517 Fayette County
Lease Details ("Lease"): *Option and Ground Lease Agreement dated June 11, 2004, between Lessor and Lessee for all or a portion of the Lessor's real property located at the above site address* **("Premises")**.	
Amendment Terms:	• *Section 2 of the Option and Ground Lease Agreement provides for an initial term of five (5) years and four (4) additional terms of five (5) years each (each a "Renewal Term"), with a final Lease expiration date of October 14, 2029. The Lease will be amended by adding one (1) Renewal Term(s) of five (5) years. Upon execution of the Lease Amendment, the new final Lease expiration date will be October 14, 2034. The annual rental for the extended 5th term shall be $26,550.00.* • *The modifications to the Lease that are set forth in this Letter Agreement are the only modifications that will be made to the Lease pursuant to the Lease Amendment. The remainder of the Lease will remain unchanged and in full force and effect.*

Lessor understands that closing of the Transaction is subject to Lessee's discretionary due diligence review and final underwriting approval. Lessor has executed this Agreement as a material inducement to Lessee for its willingness to incur costs associated with its due diligence review and underwriting approval procedures. Lessor represents that it will proceed with the Transaction, negotiate in good faith and fully cooperate with Lessee to close the Transaction on the terms set forth in this Agreement. Lessor acknowledges that Lessee has relied upon the foregoing representations by agreeing to evaluate the Transaction and incur any applicable underwriting and/or due diligence costs in connection with such evaluation. As further consideration to Lessee for its agreement to evaluate the Transaction, until the Transaction is closed Lessor will not, whether directly or indirectly, sell, lease or otherwise transfer or encumber all or any portion of the Premises subject to the Transaction or any interest therein, or solicit or engage in discussions or negotiations with any third party related to the transfer of any rights or interests in the Premises to any third party other than Lessee. Notwithstanding any language herein to the contrary, Lessee may terminate this Agreement at any time prior to closing, in its discretion, without damages or liability, by providing written notice to Lessor. Upon termination, neither party shall have any further obligation or liability to the other.

ACKNOWLEDGED AND AGREED this _____ day of _____, 2025.

LESSOR: Lexington Fayette Urban County Government

Signature: _____

Print Name: _____

Title: _____

LESSEE: New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: CCATT LLC,
a Delaware limited liability company,
its Attorney in Fact

Signature: HL

Print Name: Hersh Pise

Title: National Real Estate Acquisition Manager

2/18/2025

CROWN CASTLE

AGREEMENT TO AMEND LEASE

In consideration of the mutual promises set forth in this Agreement ("Agreement"), the undersigned lessor ("Lessor") agrees to amend the Lease, defined below by and between Lessor and New Cingular Wireless PCS, LLC, a Delaware limited liability company, by CCATT LLC, a Delaware limited liability company, its Attorney in Fact ("Lessee") on the terms and conditions set forth herein ("Transaction").

Lessor: *Lexington Fayette Urban County Government* **BU**: *841159*	**Site Address:** 375 Harvard Drive Lexington, KY 40517 Fayette County
Lease Details ("Lease"): *Option and Ground Lease Agreement dated October 30, 2003, between Lessor and Lessee for all or a portion of the Lessor's real property located at the above site address* **("Premises").**	
Amendment Terms:	• *Section 2 of the Option and Ground Lease Agreement provides for an initial term of ninety-six (96) months and four (4) additional terms of five (5) years each (each a "Renewal Term"), with a final Lease expiration date of January 25, 2032. The Lease will be amended by adding one (1) Renewal Term(s) of five (5) years. Upon execution of the Lease Amendment, the new final Lease expiration date will be January 25, 2037. Rent for the final renewal term will be calculated in accordance with the terms of the lease.* • *The modifications to the Lease that are set forth in this Letter Agreement are the only modifications that will be made to the Lease pursuant to the Lease Amendment. The remainder of the Lease will remain unchanged and in full force and effect.*

Lessor understands that closing of the Transaction is subject to Lessee's discretionary due diligence review and final underwriting approval. Lessor has executed this Agreement as a material inducement to Lessee for its willingness to incur costs associated with its due diligence review and underwriting approval procedures. Lessor represents that it will proceed with the Transaction, negotiate in good faith and fully cooperate with Lessee to close the Transaction on the terms set forth in this Agreement. Lessor acknowledges that Lessee has relied upon the foregoing representations by agreeing to evaluate the Transaction and incur any applicable underwriting and/or due diligence costs in connection with such evaluation. As further consideration to Lessee for its agreement to evaluate the Transaction, until the Transaction is closed Lessor will not, whether directly or indirectly, sell, lease or otherwise transfer or encumber all or any portion of the Premises subject to the Transaction or any interest therein, or solicit or engage in discussions or negotiations with any third party related to the transfer of any rights or interests in the Premises to any third party other than Lessee. Notwithstanding any language herein to the contrary, Lessee may terminate this Agreement at any time prior to closing, in its discretion, without damages or liability, by providing written notice to Lessor. Upon termination, neither party shall have any further obligation or liability to the other.

ACKNOWLEDGED AND AGREED this _____ day of _____, 2025.

LESSOR: Lexington Fayette Urban County Government

Signature: _____

Print Name: _____

Title: _____

LESSEE: New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: CCATT LLC,
a Delaware limited liability company,
its Attorney in Fact

Signature: HL

Print Name: Hersh Fisc

Title: National Real Estate Acquisition Manager

2/18/2025

CROWN CASTLE

AGREEMENT TO AMEND LEASE

In consideration of the mutual promises set forth in this Agreement ("Agreement"), the undersigned lessor ("Lessor") agrees to amend the Lease, defined below by and between Lessor and T-Mobile USA Tower LLC, a Delaware limited liability company, by CCTMO LLC, a Delaware limited liability company, its Attorney in Fact ("Lessee") on the terms and conditions set forth herein ("Transaction").

Lessor: *Lexington Fayette Urban County Government* **BU**: *823850*	**Site Address:** 652 Southpoint Drive (911 Address) Fayette, KY 40515 Fayette County
Lease Details ("Lease"): *Option and Ground Lease Agreement dated March 2, 2006, between Lessor and Lessee for all or a portion of the Lessor's real property located at the above site address* **("Premises")**.	
Amendment Terms:	• *Section 2 of the Option and Ground Lease Agreement provides for an initial term of five (5) years and four (4) additional terms of five (5) years each (each a "Renewal Term"), with a final Lease expiration date of June 22, 2031. The Lease will be amended by adding one (1) Renewal Term(s) of five (5) years each. Upon execution of the Lease Amendment, the new final Lease expiration date will be June 22, 2036. The annual rental for the extended 5th term shall be $36,204.38.* • *The modifications to the Lease that are set forth in this Letter Agreement are the only modifications that will be made to the Lease pursuant to the Lease Amendment. The remainder of the Lease will remain unchanged and in full force and effect.*

Lessor understands that closing of the Transaction is subject to Lessee's discretionary due diligence review and final underwriting approval. Lessor has executed this Agreement as a material inducement to Lessee for its willingness to incur costs associated with its due diligence review and underwriting approval procedures. Lessor represents that it will proceed with the Transaction, negotiate in good faith and fully cooperate with Lessee to close the Transaction on the terms set forth in this Agreement. Lessor acknowledges that Lessee has relied upon the foregoing representations by agreeing to evaluate the Transaction and incur any applicable underwriting and/or due diligence costs in connection with such evaluation. As further consideration to Lessee for its agreement to evaluate the Transaction, until the Transaction is closed Lessor will not, whether directly or indirectly, sell, lease or otherwise transfer or encumber all or any portion of the Premises subject to the Transaction or any interest therein, or solicit or engage in discussions or negotiations with any third party related to the transfer of any rights or interests in the Premises to any third party other than Lessee. Notwithstanding any language herein to the contrary, Lessee may terminate this Agreement at any time prior to closing, in its discretion, without damages or liability, by providing written notice to Lessor. Upon termination, neither party shall have any further obligation or liability to the other.

ACKNOWLEDGED AND AGREED this _____ day of _____, 2025.

LESSOR: Lexington Fayette Urban County Government

Signature: _____

Print Name: _____

Title: _____

LESSEE: T-Mobile USA Tower LLC,
a Delaware limited liability company

By: CCTMO LLC,
a Delaware limited liability company,
its Attorney in Fact

Signature: [signature]

Print Name: Hersh Pisc

Title: National Real Estate Acquisition Manager

2/18/2025

CROWN CASTLE

AGREEMENT TO AMEND LEASE

In consideration of the mutual promises set forth in this Agreement ("Agreement"), the undersigned lessor ("Lessor") agrees to amend the Lease, defined below by and between Lessor and NCWPCS MPL 31 – Year Sites Tower Holdings LLC, a Delaware limited liability company, by CCATT LLC, a Delaware limited liability company, its Attorney in Fact ("Lessee") on the terms and conditions set forth herein ("Transaction").

Lessor: *Lexington Fayette Urban County Government* **BU:** *841876*	**Site Address:** 3655 Pimlico Parkway Lexington, KY 40517 Fayette County
Lease Details ("Lease"): *Option and Ground Lease Agreement dated March 8, 2004, between Lessor and Lessee for all or a portion of the Lessor's real property located at the above site address* **("Premises")**.	
Amendment Terms:	• *Section 2 of the Option and Ground Lease Agreement provides for an initial term of five (5) years and four (4) additional terms of five (5) years each (each a "Renewal Term"), with a final Lease expiration date of April 14, 2029. The Lease will be amended by adding one (1) Renewal Term(s) of five (5) years. Upon execution of the Lease Amendment, the new final Lease expiration date will be April 14, 2034. The annual rental for the extended 5th term shall be $28,963.57.* • *The modifications to the Lease that are set forth in this Letter Agreement are the only modifications that will be made to the Lease pursuant to the Lease Amendment. The remainder of the Lease will remain unchanged and in full force and effect.*

Lessor understands that closing of the Transaction is subject to Lessee's discretionary due diligence review and final underwriting approval. Lessor has executed this Agreement as a material inducement to Lessee for its willingness to incur costs associated with its due diligence review and underwriting approval procedures. Lessor represents that it will proceed with the Transaction, negotiate in good faith and fully cooperate with Lessee to close the Transaction on the terms set forth in this Agreement. Lessor acknowledges that Lessee has relied upon the foregoing representations by agreeing to evaluate the Transaction and incur any applicable underwriting and/or due diligence costs in connection with such evaluation. As further consideration to Lessee for its agreement to evaluate the Transaction, until the Transaction is closed Lessor will not, whether directly or indirectly, sell, lease or otherwise transfer or encumber all or any portion of the Premises subject to the Transaction or any interest therein, or solicit or engage in discussions or negotiations with any third party related to the transfer of any rights or interests in the Premises to any third party other than Lessee. Notwithstanding any language herein to the contrary, Lessee may terminate this Agreement at any time prior to closing, in its discretion, without damages or liability, by providing written notice to Lessor. Upon termination, neither party shall have any further obligation or liability to the other.

ACKNOWLEDGED AND AGREED this _____ day of _____, 2025.

LESSOR: Lexington Fayette Urban County Government

Signature: _____

Print Name: _____

Title: _____

LESSEE: NCWPCS MPL 31 – Year Sites Tower Holdings LLC, a Delaware limited liability company

By: CCATT LLC,
a Delaware limited liability company,
its Attorney in Fact

Signature: HL

Print Name: Hersh Pise

Title: National Real Estate Acquisition Manager

02/18/2025

RESOLUTION NO. ____ - 2025

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO AMEND FOUR (4) EXISTING LEASE AGREEMENTS WITH CROWN CASTLE BY ADDING ONE (1) RENEWAL TERM OF FIVE (5) YEARS TO CELL TOWER LEASES, LOCATED IN VARIOUS PARK LOCATIONS.

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 four (4) amendments to existing lease agreements with Crown Castle, attached hereto and incorporated herein by reference, by adding one (1) renewal term of five (5) years, to cell tower leases, located at various park locations.

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
0254-25:GET:4903-5991-5559, v. 1

RESOLUTION NO. 126 - 2025

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO AMEND FOUR (4) EXISTING LEASE AGREEMENTS WITH CROWN CASTLE BY ADDING ONE (1) RENEWAL TERM OF FIVE (5) YEARS TO CELL TOWER LEASES, LOCATED IN VARIOUS PARK LOCATIONS.

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 four (4) amendments to existing lease agreements with Crown Castle, attached hereto and incorporated herein by reference, by adding one (1) renewal term of five (5) years, to cell tower leases, located at various park locations.

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

PASSED URBAN COUNTY COUNCIL: March 20, 2025

Linda Gorton

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0254-25:GET:4903-5991-5559, v. 1

FIRST AMENDMENT TO OPTION AND GROUND LEASE AGREEMENT

THIS FIRST AMENDMENT TO OPTION AND GROUND LEASE AGREEMENT ("**First Amendment**") is to be effective as of the date of the last signature below (the "**Effective Date**"), by and between **LEXINGTON – FAYETTE URBAN COUNTY GOVERNMENT**, with a mailing address of 200 E. Main St., 4th Floor, Lexington, KY 40507 ("**Landlord**"), and **NCWPCS MPL 31 - YEAR SITES TOWER HOLDINGS LLC,** a Delaware limited liability company, by and through CCATT LLC, a Delaware limited liability company, its Attorney in Fact, with a mailing address of 2000 Corporate Drive, Canonsburg, Pennsylvania 15317 ("**Tenant**").

WHEREAS, Landlord and Tenant, as successor in interest to BellSouth Mobility LLC, a Georgia limited liability company d/b/a Cingular Wireless, are parties to that certain Option and Ground Lease Agreement dated November 12, 2003, a memorandum of which was recorded in Book 2445, Page 491 in the Public Records of Fayette County (as amended and/or assigned, the "**Agreement**"), for the lease of property located in Lexington, Fayette County, Kentucky, as more particularly described in the Agreement (the "**Leased Property**"), together with easements for ingress, egress and general utility purposes as described more fully in the Agreement;

WHEREAS, Tenant is the current tenant under the Agreement;

WHEREAS, Landlord is the current landlord under the Agreement;

WHEREAS, Landlord and Tenant now desire to provide for certain modifications to the Agreement as more particularly set forth herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, Landlord and Tenant agree as follows:

1. **Recitals.** The parties acknowledge the accuracy of the foregoing recitals which are hereby incorporated in this First Amendment.

2. **Defined Terms**. Any capitalized terms not defined herein shall have the meanings ascribed to them in the Agreement.

3. **Renewal**. The first sentence of Section 4 of the Agreement is hereby deleted in its entirety and the following is inserted in its place:

> "Tenant shall have the option to extend the term of this Agreement for five (5) additional consecutive five (5) year periods."

Landlord and Tenant hereby acknowledge that Tenant has exercised three (3) renewal options, leaving a balance of two (2) renewal options for five (5) years each. If all renewal options are exercised, the last renewal option shall end January 25, 2037.

4. **Rent Increase**. The rent for the fifth (5th) renewal option shall be determined in accordance with Section 5 of the Agreement.

5. **Government Approvals**. If requested by Tenant, Landlord will execute, at Tenant's sole cost and expense, all documents required by any governmental authority in connection with any development of or construction on the Leased Property, including documents necessary to petition the appropriate public bodies for certificates, permits, licenses and other approvals deemed necessary by Tenant to utilize the Leased Property for the purpose of constructing, maintaining and operating communications facilities and uses incidental thereto.

6. **Representations, Warranties and Covenants of Landlord**. Landlord represents, warrants and covenants to Tenant as follows:

(a) Landlord possesses fee simple title to the real property on which the Leased Property is located and is the Landlord under the Agreement.

(b) Landlord is duly authorized to and has the full power and authority to enter into this First Amendment and to perform all of Landlord's obligations under the Agreement as amended hereby.

(c) Tenant is not currently in default under the Agreement, and to Landlord's knowledge, no event or condition has occurred or presently exists which, with notice or the passage of time or both, would constitute a default by Tenant under the Agreement.

(d) Landlord agrees to provide such further assurances as may be requested by Tenant to carry out and evidence the full intent of the parties under the Agreement as amended hereby, and ensure Tenant's continuous and uninterrupted use, possession and quiet enjoyment of the Leased Property under the Agreement as amended hereby.

(e) Landlord acknowledges that the Leased Property, as defined, shall include any portion of Landlord's property on which communications facilities or other Tenant improvements exist on the date of this First Amendment.

7. **Notices**. The notice addresses for Tenant and Landlord set forth in the Agreement are hereby deleted in their entirety and replaced with the following:

Tenant:	NCWPCS MPL 31 - Year Sites Tower Holdings LLC Legal Department Attn: Network Legal 208 S. Akard Street Dallas, TX 75202-4206 With a copy to: CCATT LLC Attn: Legal - Real Estate Department 2000 Corporate Drive Canonsburg, PA 15317
Landlord:	Lexington-Fayette Urban County Attn: Sandra Lopez, Sr. Administrative Officer Real Estate, Properties, Cell Towers & Utilities Manager Lexington Fayette Urban County Government Department of General Services 200 E. Main St., 4th Floor Lexington, KY 40507

8. **IRS Form W-9**. Landlord agrees to provide Tenant with a completed IRS Form W-9, or its equivalent, upon execution of this First Amendment and at such other times as may be reasonably requested by Tenant. In the event the Leased Property is transferred, the succeeding Landlord shall have a duty at the time of such transfer to provide Tenant with a completed IRS Form W-9, or its equivalent, and other related paper work to effect a transfer in rent to the new Landlord. Landlord's failure to provide the IRS Form W-9 within thirty (30) days after Tenant's request shall be considered a default and Tenant may take any reasonable action necessary to comply with IRS regulations including, but not limited to, withholding applicable taxes from rent payments.

9. **Counterparts**. This First Amendment may be executed in separate and multiple counterparts, each of which shall be deemed an original but all of which taken together shall be deemed to constitute one and the same instrument.

10. **Remainder of Lease Unaffected**. In all other respects, the remainder of the Agreement shall remain in full force and effect. Any portion of the Agreement that is inconsistent with this First Amendment is hereby amended to be consistent.

11. **Letter Agreement**. This First Amendment supersedes that certain Agreement to Amend Lease previously provided by Tenant to Landlord ("**Letter Agreement**") and in case of any conflict or inconsistency between the terms and conditions contained in the Letter Agreement and the terms and conditions contained in this First Amendment, this First Amendment shall control.

12. **Memorandum**. The parties acknowledge and agree that Tenant shall have the right to record a memorandum of this First Amendment in the appropriate real estate records in the county where the Leased Property is located.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, Landlord and Tenant have caused this First Amendment to Option and Ground Lease Agreement to be duly executed effective as of the date last written below.

LANDLORD:

LEXINGTON – FAYETTE URBAN COUNTY GOVERNMENT

By: Linda Gorton
Name: Linda Gorton
Its: Mayor

ACKNOWLEDGMENT

STATE/COMMONWEALTH OF Kentucky)
) SS:
COUNTY OF Fayette)

On this, the 21st day of July, 2025, the foregoing instrument was acknowledged before me by Linda Gorton who acknowledged under oath, that he/she is the Mayor of **LEXINGTON – FAYETTE URBAN COUNTY GOVERNMENT**, the landlord named in the attached instrument, and as such was authorized to execute this instrument on behalf of such landlord.

Mackenzie Stark
Notary Public
Commission Expires: 11/20/2027
Commission No., if any KYNP82853

Site Name: LX5007 CAMELOT
Business Unit #: 841159

TENANT:

NCWPCS MPL 31 - YEAR SITES TOWER HOLDINGS LLC,
a Delaware limited liability company

By: CCATT LLC,
a Delaware limited liability company,
its Attorney in Fact

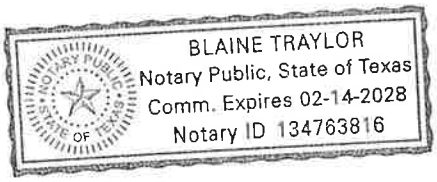
By: Amanda Gray
Name: Amanda Gray
Its: Mgr Real Estate

ACKNOWLEDGMENT

STATE/COMMONWEALTH OF Texas)
) SS:
COUNTY OF Harris)

On this, the 27 day of June, 2025, the foregoing instrument was acknowledged before me by Amanda Gray who acknowledged under oath, that he/she is the Mgr Real Estate of **CCATT LLC**, a Delaware limited liability company, the Attorney in Fact for **NCWPCS MPL 31 - YEAR SITES TOWER HOLDINGS LLC**, a Delaware limited liability company, the tenant named in the attached instrument, and as such was authorized to execute this instrument on behalf of such tenant.

Blaine Traylor
Notary Public
Commission Expires: 02-14-2028
Commission No., if any 134763816



Site Name: LX5007 CAMELOT
Business Unit #: 841159

171538358v1

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

Crown Castle
8020 Katy Freeway
Houston, TX 77024

PREPARED BY:

(Signature)
Daniel E. Fausz, Esq.
Taft Stettinius & Hollister LLP
425 Walnut St #1800
Cincinnati, OH 45202
Telephone 513-357-9321

APN(s) – 94018830; 38175050

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

MEMORANDUM OF FIRST AMENDMENT TO OPTION AND GROUND LEASE AGREEMENT

THIS MEMORANDUM OF FIRST AMENDMENT TO OPTION AND GROUND LEASE AGREEMENT ("**Memorandum**") is to be effective the date of the last signature below, by and between **LEXINGTON – FAYETTE URBAN COUNTY GOVERNMENT,** with a mailing address of 200 E. Main St., 4th Floor, Lexington, KY 40507 ("**Landlord**"), and **NCWPCS MPL 31 - YEAR SITES TOWER HOLDINGS LLC,** a Delaware limited liability company, by and through CCATT LLC, a Delaware limited liability company, its Attorney in Fact, with a mailing address of 2000 Corporate Drive, Canonsburg, Pennsylvania 15317 ("**Tenant**"), with reference to the following facts:

Landlord and Tenant desire to have this Memorandum recorded in the Public Records of Fayette County, Kentucky.

The parties have agreed as follows:

1. Landlord and Tenant, as successor in interest to BellSouth Mobility LLC, a Georgia limited liability company d/b/a Cingular Wireless, are parties to that certain Option and Ground Lease Agreement dated November 12, 2003, a memorandum of which was recorded in Book 2445, Page 491 in the Public Records of Fayette County (as amended and/or assigned, the "**Agreement**"), for the lease of property located in Lexington, Fayette County, Kentucky, as more particularly described in the Agreement (the "**Leased Property**"), being part of a larger parcel of property owned by Landlord (the "**Parent Tract**" and as further described in **Exhibit A**), together with easements for ingress, egress and general utility purposes as described more fully in the Agreement.

Site Name: LX5007 CAMELOT
Business Unit #: 841159

2. Landlord is the current Landlord under the Agreement.

3. Tenant is the current Tenant under the Agreement.

4. Landlord and Tenant have entered into that certain First Amendment to Ground Lease dated on or about even date herewith.

5. At the conclusion of the initial term expiring on January 25, 2012, Tenant shall have the option to extend the term of this Agreement for five (5) additional consecutive five (5) year periods. Landlord and Tenant hereby acknowledge that Tenant has exercised three (3) renewal options, leaving a balance of two (2) renewal options for five (5) years each. If all renewal options are exercised, the last renewal option shall end January 25, 2037.

6. The terms, covenants and provisions of the Agreement shall extend to and be binding upon the respective heirs, executors, administrators, successors and assigns of Landlord and Tenant, and run with the land.

7. This Memorandum in no way modifies the terms of the Agreement or any modification thereof. If there is any conflict between the terms of the Agreement and this Memorandum, the terms of the Agreement shall prevail.

8. This Memorandum may be executed in separate and multiple counterparts, each of which shall be deemed an original but all of which taken together shall be deemed to constitute one and the same instrument.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Landlord and Tenant have caused this Memorandum of First Amendment to Option and Ground Lease Agreement to be duly executed effective on the day and year last written below.

LANDLORD:

LEXINGTON – FAYETTE URBAN COUNTY GOVERNMENT

By: Linda Gorton
Name: Linda Gorton
Its: Mayor

ACKNOWLEDGMENT

STATE/COMMONWEALTH OF Kentucky)
) SS:
COUNTY OF Fayette)

On this, the 21st day of July, 2025, the foregoing instrument was acknowledged before me by Linda Gorton who acknowledged under oath, that he/she is the Mayor of **LEXINGTON – FAYETTE URBAN COUNTY GOVERNMENT**, the landlord named in the attached instrument, and as such was authorized to execute this instrument on behalf of such landlord.

Mackenzie Stock
Notary Public
Commission Expires: 11/20/2027
Commission No., if any KYNP82853

Site Name: LX5007 CAMELOT
Business Unit #: 841159

TENANT:

NCWPCS MPL 31 - YEAR SITES TOWER HOLDINGS LLC,
a Delaware limited liability company

By: CCATT LLC,
a Delaware limited liability company,
its Attorney in Fact

By: Amanda Gray
Name: Amanda Gray
Its: Mgr Real Estate

ACKNOWLEDGMENT

STATE/COMMONWEALTH OF Texas)
) SS:
COUNTY OF Harris)

On this, the 27 day of June, 2025, the foregoing instrument was acknowledged before me by Amanda Gray who acknowledged under oath, that he/she is the Mgr Real Estate of **CCATT LLC**, a Delaware limited liability company, the Attorney in Fact for **NCWPCS MPL 31 - YEAR SITES TOWER HOLDINGS LLC**, a Delaware limited liability company, the tenant named in the attached instrument, and as such was authorized to execute this instrument on behalf of such tenant.

Blaine Traylor
Notary Public
Commission Expires: 02-14-2028
Commission No., if any 134763816

BLAINE TRAYLOR
Notary Public, State of Texas
Comm. Expires 02-14-2028
Notary ID 134763816

Site Name: LX5007 CAMELOT
Business Unit #: 841159

EXHIBIT A
LEGAL DESCRIPTION OF PARENT TRACT

TRACT I

Beginning at a point in the line of Donahue in the division line between Harrison and Walton; thence with the aforesaid division line between Harrison and Walton N 27° 01' E 550 feet; thence for a new line with Harrison S 70° 27' E 500.00 feet to the line of Broaddus; thence with Broaddus for two calls S 26° 34' W 170.7 feet and S 26° 07' W 379.3 feet to the line of Donahue; thence with Donahue N 70° 20' W 507 feet and containing 6.30 acres.

Being a tract of land conveyed to Bluegrass Disposal Corporation, a Kentucky corporation, by deed dated May 20, 1964 of record in Deed Book 796, Page 313 in the Fayette County Clerk's Office.

TRACT II

All of that tract or parcel of land known as the "Pump Station Site" as shown on the recorded plat of Unit 2-C Stoneybrook Subdivision of record in Plat Cabinet C, Slide 623 in the Fayette County Clerk's Office, and more particularly described as:

Beginning at a point in the line of Stoneybrook Subdivision, Unit 2-C and Downing, said point being a rear corner to Lot 8, Block "H"; thence with the rear line of Lots 8 and 9, N 44° 15' W 120.0 feet to a point; thence with the line of the park area, N 82° 46' E

126.24 feet to a point in the line of Downing; thence with Downing's line, S 22° 10' W 110.0 feet to the point of beginning, containing 0.139 acres.

Together with all of grantor's right, title and interest in and to the 50-foot access roadway easement across the "Park Area" site shown on said plat, and the 30-foot access easement lying and being between Lot 1, Block "G" and Lot 14, Block "H", as shown on said plat.

Being that same property conveyed to Bluegrass Disposal Corporation, a Kentucky corporation, by deed dated May 20, 1964 of record in Deed Book 796, Page 318 in the aforesaid Clerk's Office.

TRACT III

Being all of Lot No. 51A, Block "C", Unit 1-C, Section 3, Amended of Pickway Subdivision as shown by plat of record in Plat Book 30, Page 5 in the Fayette County Clerk's Office.

Being the same property conveyed to Bluegrass Disposal Corporation, a Kentucky corporation, by deed dated September 28, 1977, of record in Deed Book 1182, Page 180 in the aforesaid Clerk's Office.

TRACT IV

Being all of Lot No. 35B of Block "D" of Devondale Subdivision, Unit 3-D, as shown by plat of record in Plat Cabinet A, Slide 423, in the Fayette County Clerk's Office.

Being the same property conveyed to Bluegrass Disposal Corporation, a Kentucky corporation, by deed dated February 5, 1973, of record in Deed Book 1073, Page 62, in the aforesaid Clerk's Office.

TRACT V

Being all of Lot 14A, Block "K" of South Point Subdivision, Unit 2-A, as shown by plat of record in Plat Cabinet A, Slide 639, in the Fayette County Clerk's Office.

Being the same property conveyed to Bluegrass Disposal Corporation, a Kentucky corporation, by deed dated December 6, 1974, of record in Deed Book 1116, Page 114, in the aforesaid Clerk's Office.

TRACT VI

Being all of Parcel 1 of a Consolidation Record Plat for the E. H. Peter, Jr. property of record in Plat Cabinet B, Slide 610, in the Fayette County Clerk's Office.

Being the same property conveyed to Bluegrass Disposal Corporation, a Kentucky corporation, by deed dated May 11, 1977, of record in Deed Book 1211, Page 775, in the aforesaid Clerk's Office.

FIRST AMENDMENT TO OPTION AND GROUND LEASE AGREEMENT

THIS FIRST AMENDMENT TO OPTION AND GROUND LEASE AGREEMENT ("**First Amendment**") is to be effective as of the date of the last signature below (the "**Effective Date**"), by and between **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT PUBLIC FACILITIES CORPORATION**, a Kentucky non-profit corporation, with a mailing address of 200 E. Main St., 4th Floor, Lexington, KY 40507 ("**Landlord**"), and **T-MOBILE USA TOWER LLC,** a Delaware limited liability company, by and through CCTMO LLC, a Delaware limited liability company, its Attorney in Fact, with a mailing address of 2000 Corporate Drive, Canonsburg, Pennsylvania 15317 ("**Tenant**").

WHEREAS, Landlord and Tenant, as successor in interest to Powertel/Memphis, Inc., are parties to that certain Option and Ground Lease Agreement dated March 16, 2006 (as amended and/or assigned, the "**Agreement**"), for the lease of property located in Fayette, Fayette County, Kentucky, as more particularly described in the Agreement (the "**Leased Property**"), together with easements for ingress, egress and general utility purposes as described more fully in the Agreement;

WHEREAS, Tenant is the current tenant under the Agreement;

WHEREAS, Landlord is the current landlord under the Agreement;

WHEREAS, Landlord and Tenant now desire to provide for certain modifications to the Agreement as more particularly set forth herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, Landlord and Tenant agree as follows:

1. **Recitals.** The parties acknowledge the accuracy of the foregoing recitals which are hereby incorporated in this First Amendment.

2. **Defined Terms.** Any capitalized terms not defined herein shall have the meanings ascribed to them in the Agreement.

3. **Renewal.** The first sentence of Section 5 of the Agreement is hereby deleted in its entirety and the following is inserted in its place:

> "Tenant shall have the option to extend the term of this Agreement for five (5) additional consecutive five (5) year periods."

Landlord and Tenant hereby acknowledge that Tenant has exercised three (3) renewal options, leaving a balance of two (2) renewal options for five (5) years each. If all renewal options are exercised, the last renewal option shall end June 22, 2036.

4. **Rent Increase.** On June 23, 2031 the annual rent shall increase to $36,204.38 per year. This rent increase replaces and is in lieu of the regular rent increase scheduled to occur pursuant to the Agreement on the same date, if any.

5. **Government Approvals**. If requested by Tenant, Landlord will execute, at Tenant's sole cost and expense, all documents required by any governmental authority in connection with any development of or construction on the Leased Property, including documents necessary to petition the appropriate public bodies for certificates, permits, licenses and other approvals deemed necessary by Tenant to utilize the Leased Property for the purpose of constructing, maintaining and operating communications facilities and uses incidental thereto.

6. **Representations, Warranties and Covenants of Landlord**. Landlord represents, warrants and covenants to Tenant as follows:

(a) Landlord possesses fee simple title to the real property on which the Leased Property is located and is the Landlord under the Agreement.

(b) Landlord is duly authorized to and has the full power and authority to enter into this First Amendment and to perform all of Landlord's obligations under the Agreement as amended hereby.

(c) Tenant is not currently in default under the Agreement, and to Landlord's knowledge, no event or condition has occurred or presently exists which, with notice or the passage of time or both, would constitute a default by Tenant under the Agreement.

(d) Landlord agrees to provide such further assurances as may be requested by Tenant to carry out and evidence the full intent of the parties under the Agreement as amended hereby, and ensure Tenant's continuous and uninterrupted use, possession and quiet enjoyment of the Leased Property under the Agreement as amended hereby.

(e) Landlord acknowledges that the Leased Property, as defined, shall include any portion of Landlord's property on which communications facilities or other Tenant improvements exist on the date of this First Amendment.

7. **Notices**. The notice addresses for Tenant and Landlord set forth in the Agreement are hereby deleted in their entirety and replaced with the following:

Tenant:	T-Mobile USA Tower LLC 12920 S.E. 38th Street Bellevue, Washington 98006 Attention: Leasing Administration With a copy to: T-Mobile USA Tower LLC c\o CCTMO LLC Attn: Legal - Real Estate Department 2000 Corporate Drive Canonsburg, PA 15317
Landlord:	Lexington-Fayette Urban County Attn: Sandra Lopez, Sr. Administrative Officer Real Estate, Properties, Cell Towers & Utilities Manager Lexington Fayette Urban County Government Department of General Services 200 E. Main St., 4th Floor Lexington, KY 40507

8. **IRS Form W-9**. Landlord agrees to provide Tenant with a completed IRS Form W-9, or its equivalent, upon execution of this First Amendment and at such other times as may be reasonably requested by Tenant. In the event the Leased Property is transferred, the succeeding Landlord shall have a duty at the time of such transfer to provide Tenant with a completed IRS Form W-9, or its equivalent, and other related paper work to effect a transfer in rent to the new Landlord. Landlord's failure to provide the IRS Form W-9 within thirty (30) days after Tenant's request shall be considered a default and Tenant may take any reasonable action necessary to comply with IRS regulations including, but not limited to, withholding applicable taxes from rent payments.

9. **Counterparts**. This First Amendment may be executed in separate and multiple counterparts, each of which shall be deemed an original but all of which taken together shall be deemed to constitute one and the same instrument.

10. **Remainder of Lease Unaffected**. In all other respects, the remainder of the Agreement shall remain in full force and effect. Any portion of the Agreement that is inconsistent with this First Amendment is hereby amended to be consistent.

11. **Letter Agreement**. This First Amendment supersedes that certain Agreement to Amend Lease previously provided by Tenant to Landlord ("**Letter Agreement**") and in case of any conflict or inconsistency between the terms and conditions contained in the Letter Agreement and the terms and conditions contained in this First Amendment, this First Amendment shall control.

12. **Memorandum**. The parties acknowledge and agree that Tenant shall have the right to record a memorandum of this First Amendment in the appropriate real estate records in the county where the Leased Property is located.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, Landlord and Tenant have caused this First Amendment to Option and Ground Lease Agreement to be duly executed effective as of the date last written below.

LANDLORD:

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT PUBLIC FACILITIES CORPORATION, a Kentucky non-profit corporation

By: Linda Gorton
Name: Linda Gorton
Its: Mayor

ACKNOWLEDGMENT

STATE/COMMONWEALTH OF Kentucky)
) SS:
COUNTY OF Fayette)

On this, the 21st day of July, 2025, the foregoing instrument was acknowledged before me by Linda Gorton who acknowledged under oath, that he/she is the Mayor of **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT PUBLIC FACILITIES CORPORATION**, a Kentucky non-profit corporation, the landlord named in the attached instrument, and as such was authorized to execute this instrument on behalf of such landlord.

Mackenzie Stock
Notary Public
Commission Expires: 11/20/27
Commission No., if any KYNP82853

Site Name: East Hickman
Business Unit #: 823850

TENANT:

T-MOBILE USA TOWER LLC,
a Delaware limited liability company

By: CCTMO LLC,
a Delaware limited liability company,
its Attorney in Fact

By: Amanda Gray
Name: Amanda Gray
Its: Mgr Real Estate

ACKNOWLEDGMENT

STATE/COMMONWEALTH OF Texas)
) SS:
COUNTY OF Harris)

On this, the 27 day of June, 2025, the foregoing instrument was acknowledged before me by Amanda Gray who acknowledged under oath, that he/she is the Mgr Real Estate of **CCTMO LLC**, a Delaware limited liability company, the Attorney in Fact for T-MOBILE USA TOWER LLC, a Delaware limited liability company, the tenant named in the attached instrument, and as such was authorized to execute this instrument on behalf of such tenant.

Blaine Traylor
Notary Public
Commission Expires: 02-14-2028
Commission No., if any 134763816

BLAINE TRAYLOR
Notary Public, State of Texas
Comm. Expires 02-14-2028
Notary ID 134763816

Site Name: East Hickman
Business Unit #: 823850

171537416v1

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

Crown Castle
8020 Katy Freeway
Houston, TX 77024

PREPARED BY:

(Signature)
Daniel E. Fausz, Esq.
Taft Stettinius & Hollister LLP
425 Walnut St #1800
Cincinnati, OH 45202
Telephone 513-357-9321

APN(s) – 10028620; 38200890

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

MEMORANDUM OF FIRST AMENDMENT TO OPTION AND GROUND LEASE AGREEMENT

THIS MEMORANDUM OF FIRST AMENDMENT TO OPTION AND GROUND LEASE AGREEMENT ("**Memorandum**") is to be effective the date of the last signature below, by and between **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT PUBLIC FACILITIES CORPORATION**, a Kentucky non-profit corporation, with a mailing address of 200 E. Main St., 4th Floor, Lexington, KY 40507 ("**Landlord**"), and **T-MOBILE USA TOWER LLC**, a Delaware limited liability company, by and through CCTMO LLC, a Delaware limited liability company, its Attorney in Fact, with a mailing address of 2000 Corporate Drive, Canonsburg, Pennsylvania 15317 ("**Tenant**"), with reference to the following facts:

Landlord and Tenant desire to have this Memorandum recorded in the Public Records of Fayette County, Kentucky.

The parties have agreed as follows:

1. Landlord and Tenant, as successor in interest to Powertel/Memphis, Inc., are parties to that certain Option and Ground Lease Agreement dated March 16, 2006 (as amended and/or assigned, the "**Agreement**"), for the lease of property located in Fayette, Fayette County, Kentucky, as more particularly described in the Agreement (the "**Leased Property**"), being part of a larger parcel of property owned by Landlord (the "**Parent Tract**" and as further described in **Exhibit A**), together with easements for ingress, egress and general utility purposes as described more fully in the Agreement.

Site Name: East Hickman
Business Unit #: 823850

2. Landlord is the current Landlord under the Agreement.

3. Tenant is the current Tenant under the Agreement.

4. Landlord and Tenant have entered into that certain First Amendment to Ground Lease dated on or about even date herewith (the "**First Amendment**").

5. At the conclusion of the initial term expiring on June 22, 2011, Tenant shall have the option to extend the term of this Agreement for five (5) additional consecutive five (5) year periods. Landlord and Tenant hereby acknowledge that Tenant has exercised three (3) renewal options, leaving a balance of two (2) renewal options for five (5) years each. If all renewal options are exercised, the last renewal option shall end June 22, 2036.

6. The terms, covenants and provisions of the Agreement shall extend to and be binding upon the respective heirs, executors, administrators, successors and assigns of Landlord and Tenant, and run with the land.

7. This Memorandum in no way modifies the terms of the Agreement or any modification thereof. If there is any conflict between the terms of the Agreement and this Memorandum, the terms of the Agreement shall prevail.

8. This Memorandum may be executed in separate and multiple counterparts, each of which shall be deemed an original but all of which taken together shall be deemed to constitute one and the same instrument

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Landlord and Tenant have caused this Memorandum of First Amendment to Option and Ground Lease Agreement to be duly executed effective on the day and year last written below.

LANDLORD:

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT PUBLIC FACILITIES CORPORATION, a Kentucky non-profit corporation

By: Linda Gorton
Name: Linda Gorton
Its: Mayor

ACKNOWLEDGMENT

STATE/COMMONWEALTH OF Kentucky)
) SS:
COUNTY OF Fayette)

On this, the 21st day of July, 2025, the foregoing instrument was acknowledged before me by Linda Gorton who acknowledged under oath, that he/she is the Mayor of **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT PUBLIC FACILITIES CORPORATION**, a Kentucky non-profit corporation, the landlord named in the attached instrument, and as such was authorized to execute this instrument on behalf of such landlord.

Mackenzie Stock
Notary Public
Commission Expires: 11/20/2027
Commission No., if any KYNP82863

Site Name: East Hickman
Business Unit #: 823850

TENANT:

T-MOBILE USA TOWER LLC,
a Delaware limited liability company

By: CCTMO LLC,
a Delaware limited liability company,
its Attorney in Fact

By: Amanda Gray
Name: Amanda Gray
Its: Mgr Real Estate

ACKNOWLEDGMENT

STATE/COMMONWEALTH OF Texas)
) SS:
COUNTY OF Harris)

On this, the 27 day of June, 2025, the foregoing instrument was acknowledged before me by Amanda Gray who acknowledged under oath, that he/she is the Mgr Real Estate of **CCTMO LLC**, a Delaware limited liability company, the Attorney in Fact for T-MOBILE USA TOWER LLC, a Delaware limited liability company, the tenant named in the attached instrument, and as such was authorized to execute this instrument on behalf of such tenant.

Blaine Traylor
Notary Public
Commission Expires: 02-14-2028
Commission No., if any 134763816

BLAINE TRAYLOR
Notary Public, State of Texas
Comm. Expires 02-14-2028
Notary ID 134763816

Site Name: East Hickman
Business Unit #: 823850

EXHIBIT A
LEGAL DESCRIPTION OF PARENT TRACT

SITUATED IN THE COUNTY OF FAYETTE, STATE OF KENTUCKY:

AS FOUND IN DEED BOOK 1569, PAGE 541 OF THE RECORDS OF FAYETTE COUNTY CLERK'S OFFICE:

BEING 40.29 ACRES LOCATED NEAR THE CUMBERLAND HILL SUBDIVISION IN THE CITY OF LEXINGTON, FAYETTE COUNTY, KENTUCKY, AS MORE PARTICULARLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF, CONSISTING OF ONE PAGE.

BEING A PART OF THE SAME PROPERTY CONVEYED TO GRANTOR HEREIN BY DEED DATED APRIL 19, 1984, OF RECORD IN DEED BOOK 1339, PAGE 806 AND BY DEED DATED APRIL 18, 1984, OF RECORD IN DEED BOOK 1339, PAGE 808, FAYETTE COUNTY CLERK'S OFFICE.

BEING 40.29 ACRES AS SHOWN BY THE PUBLIC ACQUISITION MINOR SUBDIVISION PLAT OF A PORTION OF TATES CREEK FARM (CUMBERLAND HILL, A JOINT VENTURE PROPERTY), KNOWN AS A PORTION OF 4675 TATES CREEK ROAD, LEXINGTON, FAYETTE COUNTY, KENTRUCKY, AS SHOWN BY PLAT THEREOF OF RECORD IN PLAT CABINET I, SLIDE 226, FAYETTE COUNTY CLERK'S OFFICE.

FIRST AMENDMENT TO OPTION AND GROUND LEASE AGREEMENT

THIS FIRST AMENDMENT TO OPTION AND GROUND LEASE AGREEMENT ("**First Amendment**") is to be effective as of the date of the last signature below (the "**Effective Date**"), by and between **LEXINGTON – FAYETTE URBAN COUNTY GOVERNMENT**, with a mailing address of 200 E. Main St., 4th Floor, Lexington, KY 40507 ("**Landlord**"), and **NCWPCS MPL 31 - YEAR SITES TOWER HOLDINGS LLC,** a Delaware limited liability company, by and through CCATT LLC, a Delaware limited liability company, its Attorney in Fact, with a mailing address of 2000 Corporate Drive, Canonsburg, Pennsylvania 15317 ("**Tenant**").

WHEREAS, Landlord and Tenant, as successor in interest to BellSouth Mobility LLC, a Georgia limited liability company d/b/a Cingular Wireless, are parties to that certain Option and Ground Lease Agreement dated March 8, 2004, a memorandum of which was recorded in Book 2458, Page 201 in the Public Records of Fayette County (as amended and/or assigned, the "**Agreement**"), for the lease of property located in Lexington, Fayette County, Kentucky, as more particularly described in the Agreement (the "**Leased Property**"), together with easements for ingress, egress and general utility purposes as described more fully in the Agreement;

WHEREAS, Tenant is the current tenant under the Agreement;

WHEREAS, Landlord is the current landlord under the Agreement;

WHEREAS, Landlord and Tenant now desire to provide for certain modifications to the Agreement as more particularly set forth herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, Landlord and Tenant agree as follows:

1. **Recitals.** The parties acknowledge the accuracy of the foregoing recitals which are hereby incorporated in this First Amendment.

2. **Defined Terms.** Any capitalized terms not defined herein shall have the meanings ascribed to them in the Agreement.

3. **Renewal.** The first sentence of Section 5 of the Agreement is hereby deleted in its entirety and the following is inserted in its place:

> "Tenant shall have the option to extend the term of this Agreement for five (5) additional consecutive five (5) year periods."

Landlord and Tenant hereby acknowledge that Tenant has exercised four (4) renewal options, leaving a balance of one (1) renewal option for five (5) years. If all renewal options are exercised, the last renewal option shall end April 14, 2034.

Site Name: LX5085 AQUATIC CENTER
Business Unit #: 841876

4. **Rent Increase**. On April 15, 2029, the annual rent shall increase to $28,963.57 per year. This rent increase replaces and is in lieu of the regular rent increase scheduled to occur pursuant to the Agreement on the same date, if any.

5. **Government Approvals**. If requested by Tenant, Landlord will execute, at Tenant's sole cost and expense, all documents required by any governmental authority in connection with any development of or construction on the Leased Property, including documents necessary to petition the appropriate public bodies for certificates, permits, licenses and other approvals deemed necessary by Tenant to utilize the Leased Property for the purpose of constructing, maintaining and operating communications facilities and uses incidental thereto.

6. **Representations, Warranties and Covenants of Landlord**. Landlord represents, warrants and covenants to Tenant as follows:

(a) Landlord possesses fee simple title to the real property on which the Leased Property is located and is the Landlord under the Agreement.

(b) Landlord is duly authorized to and has the full power and authority to enter into this First Amendment and to perform all of Landlord's obligations under the Agreement as amended hereby.

(c) Tenant is not currently in default under the Agreement, and to Landlord's knowledge, no event or condition has occurred or presently exists which, with notice or the passage of time or both, would constitute a default by Tenant under the Agreement.

(d) Landlord agrees to provide such further assurances as may be requested by Tenant to carry out and evidence the full intent of the parties under the Agreement as amended hereby, and ensure Tenant's continuous and uninterrupted use, possession and quiet enjoyment of the Leased Property under the Agreement as amended hereby.

(e) Landlord acknowledges that the Leased Property, as defined, shall include any portion of Landlord's property on which communications facilities or other Tenant improvements exist on the date of this First Amendment.

7. **Notices**. The notice addresses for Tenant and Landlord set forth in the Agreement are hereby deleted in their entirety and replaced with the following:

Tenant: NCWPCS MPL 31 - Year Sites Tower Holdings LLC
Legal Department
Attn: Network Legal
208 S. Akard Street
Dallas, TX 75202-4206

With a copy to:

CCATT LLC
Attn: Legal - Real Estate Department
2000 Corporate Drive
Canonsburg, PA 15317

Landlord: Lexington-Fayette Urban County
Attn: Sandra Lopez, Sr. Administrative Officer
Real Estate, Properties, Cell Towers & Utilities Manager
Lexington Fayette Urban County Government
Department of General Services
200 E. Main St., 4th Floor
Lexington, KY 40507

8. **IRS Form W-9**. Landlord agrees to provide Tenant with a completed IRS Form W-9, or its equivalent, upon execution of this First Amendment and at such other times as may be reasonably requested by Tenant. In the event the Leased Property is transferred, the succeeding Landlord shall have a duty at the time of such transfer to provide Tenant with a completed IRS Form W-9, or its equivalent, and other related paper work to effect a transfer in rent to the new Landlord. Landlord's failure to provide the IRS Form W-9 within thirty (30) days after Tenant's request shall be considered a default and Tenant may take any reasonable action necessary to comply with IRS regulations including, but not limited to, withholding applicable taxes from rent payments.

9. **Counterparts**. This First Amendment may be executed in separate and multiple counterparts, each of which shall be deemed an original but all of which taken together shall be deemed to constitute one and the same instrument.

10. **Remainder of Lease Unaffected**. In all other respects, the remainder of the Agreement shall remain in full force and effect. Any portion of the Agreement that is inconsistent with this First Amendment is hereby amended to be consistent.

11. **Letter Agreement**. This First Amendment supersedes that certain Agreement to Amend Lease previously provided by Tenant to Landlord ("**Letter Agreement**") and in case of any conflict or inconsistency between the terms and conditions contained in the Letter Agreement and the terms and conditions contained in this First Amendment, this First Amendment shall control.

12. **Memorandum**. The parties acknowledge and agree that Tenant shall have the right to record a memorandum of this First Amendment in the appropriate real estate records in the county where the Leased Property is located.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, Landlord and Tenant have caused this First Amendment to Option and Ground Lease Agreement to be duly executed effective as of the date last written below.

LANDLORD:

LEXINGTON – FAYETTE URBAN COUNTY GOVERNMENT

By: Linda Gorton
Name: Linda Gorton
Its: Mayor

ACKNOWLEDGMENT

STATE/COMMONWEALTH OF Kentucky)
) SS:
COUNTY OF Fayette)

On this, the 21st day of July, 2025, the foregoing instrument was acknowledged before me by Linda Gorton who acknowledged under oath, that he/she is the Mayor of **LEXINGTON – FAYETTE URBAN COUNTY GOVERNMENT**, the landlord named in the attached instrument, and as such was authorized to execute this instrument on behalf of such landlord.

Mackenzie Stark
Notary Public
Commission Expires: 11/20/2027
Commission No., if any KYNP82863

Site Name: LX5085 AQUATIC CENTER
Business Unit #: 841876

TENANT:

NCWPCS MPL 31 - YEAR SITES TOWER HOLDINGS LLC,
a Delaware limited liability company

By: CCATT LLC,
a Delaware limited liability company,
its Attorney in Fact

By: Amanda Gray
Name: Amanda Gray
Its: Mgr Real Estate

ACKNOWLEDGMENT

STATE/COMMONWEALTH OF Texas)
) SS:
COUNTY OF Harris)

On this, the 27 day of June, 2025, the foregoing instrument was acknowledged before me by Amanda Gray who acknowledged under oath, that he/she is the Mgr Real Estate of **CCATT LLC**, a Delaware limited liability company, the Attorney in Fact for **NCWPCS MPL 31 - YEAR SITES TOWER HOLDINGS LLC**, a Delaware limited liability company, the tenant named in the attached instrument, and as such was authorized to execute this instrument on behalf of such tenant.

Blaine Traylor
Notary Public
Commission Expires: 02-14-2028
Commission No., if any 134763816

BLAINE TRAYLOR
Notary Public, State of Texas
Comm. Expires 02-14-2028
Notary ID 134763816

Site Name: LX5085 AQUATIC CENTER
Business Unit #: 841876

171592220v2

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

Crown Castle
8020 Katy Freeway
Houston, TX 77024

PREPARED BY:

(Signature)
Daniel E. Fausz, Esq.
Taft Stettinius & Hollister LLP
425 Walnut St #1800
Cincinnati, OH 45202
Telephone 513-357-9321

APN(s) – 94011360

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

MEMORANDUM OF FIRST AMENDMENT TO OPTION AND GROUND LEASE AGREEMENT

THIS MEMORANDUM OF FIRST AMENDMENT TO OPTION AND GROUND LEASE AGREEMENT ("**Memorandum**") is to be effective the date of the last signature below, by and between **LEXINGTON – FAYETTE URBAN COUNTY GOVERNMENT,** with a mailing address of 200 E. Main St., 4th Floor, Lexington, KY 40507 ("**Landlord**"), and **NCWPCS MPL 31 - YEAR SITES TOWER HOLDINGS LLC,** a Delaware limited liability company, by and through CCATT LLC, a Delaware limited liability company, its Attorney in Fact, with a mailing address of 2000 Corporate Drive, Canonsburg, Pennsylvania 15317 ("**Tenant**"), with reference to the following facts:

Landlord and Tenant desire to have this Memorandum recorded in the Public Records of Fayette County, Kentucky.

The parties have agreed as follows:

1. Landlord and Tenant, as successor in interest to BellSouth Mobility LLC, a Georgia limited liability company d/b/a Cingular Wireless, are parties to that certain Option and Ground Lease Agreement dated March 8, 2004, a memorandum of which was recorded in Book 2458, Page 201 in the Public Records of Fayette County (as amended and/or assigned, the "**Agreement**"), for the lease of property located in Lexington, Fayette County, Kentucky, as more particularly described in the Agreement (the "**Leased Property**"), being part of a larger parcel of property owned by Landlord (the "**Parent Tract**" and as further described in **Exhibit A**), together with easements for ingress, egress and general utility purposes as described more fully in the Agreement.

Site Name: LX5085 AQUATIC CENTER
Business Unit #: 841876

2. Landlord is the current Landlord under the Agreement.

3. Tenant is the current Tenant under the Agreement.

4. Landlord and Tenant have entered into that certain First Amendment to Ground Lease dated on or about even date herewith.

5. At the conclusion of the initial term expiring on April 14, 2009, Tenant shall have the option to extend the term of this Agreement for five (5) additional consecutive five (5) year periods. Landlord and Tenant hereby acknowledge that Tenant has exercised four (4) renewal options, leaving a balance of one (1) renewal option for five (5) years. If all renewal options are exercised, the last renewal option shall end April 14, 2034.

6. The terms, covenants and provisions of the Agreement shall extend to and be binding upon the respective heirs, executors, administrators, successors and assigns of Landlord and Tenant, and run with the land.

7. This Memorandum in no way modifies the terms of the Agreement or any modification thereof. If there is any conflict between the terms of the Agreement and this Memorandum, the terms of the Agreement shall prevail.

8. This Memorandum may be executed in separate and multiple counterparts, each of which shall be deemed an original but all of which taken together shall be deemed to constitute one and the same instrument.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Landlord and Tenant have caused this Memorandum of First Amendment to Option and Ground Lease Agreement to be duly executed effective on the day and year last written below.

LANDLORD:

LEXINGTON – FAYETTE URBAN COUNTY GOVERNMENT

By: Linda Gorton
Name: Linda Gorton
Its: Mayor

ACKNOWLEDGMENT

STATE/COMMONWEALTH OF Kentucky)
) SS:
COUNTY OF Fayette)

On this, the 21st day of July, 2025, the foregoing instrument was acknowledged before me by Linda Gorton who acknowledged under oath, that he/she is the Mayor of **LEXINGTON – FAYETTE URBAN COUNTY GOVERNMENT**, the landlord named in the attached instrument, and as such was authorized to execute this instrument on behalf of such landlord.

MacKenzie Stock
Notary Public
Commission Expires: 11/20/2027
Commission No., if any KYNP82853

Site Name: LX5085 AQUATIC CENTER
Business Unit #: 841876

TENANT:

NCWPCS MPL 31 - YEAR SITES TOWER HOLDINGS LLC,
a Delaware limited liability company

By: CCATT LLC,
a Delaware limited liability company,
its Attorney in Fact

By: Amanda S
Name: Amanda Gray
Its: Mgr Real Estate

ACKNOWLEDGMENT

STATE/COMMONWEALTH OF Texas)
) SS:
COUNTY OF Harris)

On this, the 27 day of June, 2025, the foregoing instrument was acknowledged before me by Amanda Gray who acknowledged under oath, that he/she is the Mgr Real Estate of **CCATT LLC**, a Delaware limited liability company, the Attorney in Fact for **NCWPCS MPL 31 - YEAR SITES TOWER HOLDINGS LLC**, a Delaware limited liability company, the tenant named in the attached instrument, and as such was authorized to execute this instrument on behalf of such tenant.

Blaine Traylor
Notary Public
Commission Expires: 02-14-2028
Commission No., if any 134763816

BLAINE TRAYLOR
Notary Public, State of Texas
Comm. Expires 02-14-2028
Notary ID 134763816

Site Name: LX5085 AQUATIC CENTER
Business Unit #: 841876

EXHIBIT A
LEGAL DESCRIPTION OF PARENT TRACT

BEGINNING at a point said point being a corner to Bollinger and Martin and the Tates Creek Country Club, said point also being S 39°18' W 64 73 feet from the intersection of the south right-of-way line of Gainesway Drive with the line of the Tates Creek Country Club, thence, with the line of Bollinger and Martin and continuing with the line of Gainesway, Unit 7-A, for two calls N 39°18' E 857 70 feet and N 33°42' E 506 10 feet to a corner to Gaines thence, with the line of Gaines and continuing with Kelly and Pilumbo for five calls S 55°28' E 1754 38 feet, S 21°11' W 191 40 feet, S 69°47' E 708 30 feet, S 21°53' W 1481 33 feet and S 21°04' W 739 92 feet to a point in another tract of Gaines, thence, with Gaines' line for four calls N 71°30' W 108 78 feet, S 20°09' W 887 30 feet, N 67°30' W 211 08 feet and S 38°08' W 700 67 feet to a corner to Bollinger and Martin, thence, with the line of Bollinger and Martin for nine calls N 31°24' E 1369 75 feet, N 49°48' E 337 84 feet, N 60°41' W 228 31 feet, S 70°50' W 310 88 feet S 86°15' W 649 25 feet, S 58°05' W 522 52 feet, N 15°11' W 436 00 feet, N 3°50' W 286 16 feet, and N 13°23' E 257 11 feet to the point of beginning, containing 13, 0' acres and,

BEING a part of the same property conveyed to Tates Creek Country Club, Inc by Deed from John R. Gaines dated September 16, 1969, of record in Deed Book 972 at Page 236 in the Fayette County Court Clerk's Office, and, by Deed from Jayne W Bolotin and David Bolotin, her husband, dated January 29, 1960, of record in Deed Book 685 at Page 556 in the Fayette County Court Clerk's Office

Site Name: LX5085 AQUATIC CENTER
Business Unit #: 841876

FIRST AMENDMENT TO OPTION AND GROUND LEASE AGREEMENT

THIS FIRST AMENDMENT TO OPTION AND GROUND LEASE AGREEMENT ("**First Amendment**") is to be effective as of the date of the last signature below (the "**Effective Date**"), by and between **LEXINGTON – FAYETTE URBAN COUNTY GOVERNMENT**, with a mailing address of 200 E. Main St., 4th Floor, Lexington, KY 40507 ("**Landlord**"), and **NCWPCS MPL 33 - YEAR SITES TOWER HOLDINGS LLC,** a Delaware limited liability company, by and through CCATT LLC, a Delaware limited liability company, its Attorney in Fact, with a mailing address of 2000 Corporate Drive, Canonsburg, Pennsylvania 15317 ("**Tenant**").

WHEREAS, Landlord and Tenant, as successor in interest to BellSouth Mobility LLC, a Georgia limited liability company d/b/a Cingular Wireless, are parties to that certain Option and Ground Lease Agreement dated July 6, 2004 (as amended and/or assigned, the "**Agreement**"), for the lease of property located in Lexington, Fayette County, Kentucky, as more particularly described in the Agreement (the "**Leased Property**"), together with easements for ingress, egress and general utility purposes as described more fully in the Agreement;

WHEREAS, Tenant is the current tenant under the Agreement;

WHEREAS, Landlord is the current landlord under the Agreement;

WHEREAS, Landlord and Tenant now desire to provide for certain modifications to the Agreement as more particularly set forth herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, Landlord and Tenant agree as follows:

1. **Recitals.** The parties acknowledge the accuracy of the foregoing recitals which are hereby incorporated in this First Amendment.

2. **Defined Terms**. Any capitalized terms not defined herein shall have the meanings ascribed to them in the Agreement.

3. **Renewal**. The first sentence of Section 5 of the Agreement is hereby deleted in its entirety and the following is inserted in its place:

> "Tenant shall have the option to extend the term of this Agreement for five (5) additional consecutive five (5) year periods."

Landlord and Tenant hereby acknowledge that Tenant has exercised four (4) renewal options, leaving a balance of one (1) renewal option for five (5) years. If all renewal options are exercised, the last renewal option shall end October 14, 2034.

Site Name: LX5079 TATES CREEK CENTER
Business Unit #: 841677

171541261v1

4. **Rent Increase**. On October 15, 2029, the annual rent shall increase to $26,550.00 per year. This rent increase replaces and is in lieu of the regular rent increase scheduled to occur pursuant to the Agreement on the same date, if any.

5. **Government Approvals**. If requested by Tenant, Landlord will execute, at Tenant's sole cost and expense, all documents required by any governmental authority in connection with any development of or construction on the Leased Property, including documents necessary to petition the appropriate public bodies for certificates, permits, licenses and other approvals deemed necessary by Tenant to utilize the Leased Property for the purpose of constructing, maintaining and operating communications facilities and uses incidental thereto.

6. **Representations, Warranties and Covenants of Landlord**. Landlord represents, warrants and covenants to Tenant as follows:

(a) Landlord possesses fee simple title to the real property on which the Leased Property is located and is the Landlord under the Agreement.

(b) Landlord is duly authorized to and has the full power and authority to enter into this First Amendment and to perform all of Landlord's obligations under the Agreement as amended hereby.

(c) Tenant is not currently in default under the Agreement, and to Landlord's knowledge, no event or condition has occurred or presently exists which, with notice or the passage of time or both, would constitute a default by Tenant under the Agreement.

(d) Landlord agrees to provide such further assurances as may be requested by Tenant to carry out and evidence the full intent of the parties under the Agreement as amended hereby, and ensure Tenant's continuous and uninterrupted use, possession and quiet enjoyment of the Leased Property under the Agreement as amended hereby.

(e) Landlord acknowledges that the Leased Property, as defined, shall include any portion of Landlord's property on which communications facilities or other Tenant improvements exist on the date of this First Amendment.

7. **Notices**. The notice addresses for Tenant and Landlord set forth in the Agreement are hereby deleted in their entirety and replaced with the following:

Tenant: NCWPCS MPL 33 - Year Sites Tower Holdings LLC
Legal Department
Attn: Network Legal
208 S. Akard Street
Dallas, TX 75202-4206

With a copy to:

CCATT LLC
Attn: Legal - Real Estate Department
2000 Corporate Drive
Canonsburg, PA 15317

Landlord: Lexington-Fayette Urban County
Attn: Sandra Lopez, Sr. Administrative Officer
Real Estate, Properties, Cell Towers & Utilities Manager
Lexington Fayette Urban County Government
Department of General Services
200 E. Main St., 4th Floor
Lexington, KY 40507

8. **IRS Form W-9**. Landlord agrees to provide Tenant with a completed IRS Form W-9, or its equivalent, upon execution of this First Amendment and at such other times as may be reasonably requested by Tenant. In the event the Leased Property is transferred, the succeeding Landlord shall have a duty at the time of such transfer to provide Tenant with a completed IRS Form W-9, or its equivalent, and other related paper work to effect a transfer in rent to the new Landlord. Landlord's failure to provide the IRS Form W-9 within thirty (30) days after Tenant's request shall be considered a default and Tenant may take any reasonable action necessary to comply with IRS regulations including, but not limited to, withholding applicable taxes from rent payments.

9. **Counterparts**. This First Amendment may be executed in separate and multiple counterparts, each of which shall be deemed an original but all of which taken together shall be deemed to constitute one and the same instrument.

10. **Remainder of Lease Unaffected**. In all other respects, the remainder of the Agreement shall remain in full force and effect. Any portion of the Agreement that is inconsistent with this First Amendment is hereby amended to be consistent.

11. **Letter Agreement**. This First Amendment supersedes that certain Agreement to Amend Lease previously provided by Tenant to Landlord ("**Letter Agreement**") and in case of any conflict or inconsistency between the terms and conditions contained in the Letter Agreement and the terms and conditions contained in this First Amendment, this First Amendment shall control.

12. **Memorandum**. The parties acknowledge and agree that Tenant shall have the right to record a memorandum of this First Amendment in the appropriate real estate records in the county where the Leased Property is located.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, Landlord and Tenant have caused this First Amendment to Option and Ground Lease Agreement to be duly executed effective as of the date last written below.

LANDLORD:

LEXINGTON – FAYETTE URBAN COUNTY GOVERNMENT

By: Linda Gorton
Name: Linda Gorton
Its: Mayor

ACKNOWLEDGMENT

STATE/COMMONWEALTH OF Kentucky)
) SS:
COUNTY OF Fayette)

On this, the 21 day of July, 2025, the foregoing instrument was acknowledged before me by Linda Gorton who acknowledged under oath, that he/she is the Mayor of **LEXINGTON – FAYETTE URBAN COUNTY GOVERNMENT**, the landlord named in the attached instrument, and as such was authorized to execute this instrument on behalf of such landlord.

Mackenzie Stock
Notary Public
Commission Expires: 11/20/2027
Commission No., if any KYNP82853

Site Name: LX5079 TATES CREEK CENTER
Business Unit #: 841677

171541261v1

TENANT:

NCWPCS MPL 33 - YEAR SITES TOWER HOLDINGS LLC,
a Delaware limited liability company

By: CCATT LLC,
a Delaware limited liability company,
its Attorney in Fact

By: Amanda Gray
Name: Amanda Gray
Its: Mgr Real Estate

ACKNOWLEDGMENT

STATE/COMMONWEALTH OF Texas)
) SS:
COUNTY OF Harris)

On this, the 27 day of June, 2025, the foregoing instrument was acknowledged before me by Amanda Gray who acknowledged under oath, that he/she is the Mgr Real Estate of **CCATT LLC**, a Delaware limited liability company, the Attorney in Fact for **NCWPCS MPL 33 - YEAR SITES TOWER HOLDINGS LLC**, a Delaware limited liability company, the tenant named in the attached instrument, and as such was authorized to execute this instrument on behalf of such tenant.

Blaine Traylor
Notary Public
Commission Expires: 02-14-2028
Commission No., if any 134763816

BLAINE TRAYLOR
Notary Public, State of Texas
Comm. Expires 02-14-2028
Notary ID 134763816

Site Name: LX5079 TATES CREEK CENTER
Business Unit #: 841677

171541261v1

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

Crown Castle
8020 Katy Freeway
Houston, TX 77024

PREPARED BY:

(Signature)
Daniel E. Fausz, Esq.
Taft Stettinius & Hollister LLP
425 Walnut St #1800
Cincinnati, OH 45202
Telephone 513-357-9321

APN(s) – 94038570; 38174790

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

MEMORANDUM OF FIRST AMENDMENT TO OPTION AND GROUND LEASE AGREEMENT

THIS MEMORANDUM OF FIRST AMENDMENT TO OPTION AND GROUND LEASE AGREEMENT ("**Memorandum**") is to be effective the date of the last signature below, by and between **LEXINGTON – FAYETTE URBAN COUNTY GOVERNMENT,** with a mailing address of 200 E. Main St., 4th Floor, Lexington, KY 40507 ("**Landlord**"), and **NCWPCS MPL 33 - YEAR SITES TOWER HOLDINGS LLC,** a Delaware limited liability company, by and through CCATT LLC, a Delaware limited liability company, its Attorney in Fact, with a mailing address of 2000 Corporate Drive, Canonsburg, Pennsylvania 15317 ("**Tenant**"), with reference to the following facts:

Landlord and Tenant desire to have this Memorandum recorded in the Public Records of Fayette County, Kentucky.

The parties have agreed as follows:

1. Landlord and Tenant, as successor in interest to BellSouth Mobility LLC, a Georgia limited liability company d/b/a Cingular Wireless, are parties to that certain Option and Ground Lease Agreement dated July 6, 2004 (as amended and/or assigned, the "**Agreement**"), for the lease of property located in Lexington, Fayette County, Kentucky, as more particularly described in the Agreement (the "**Leased Property**"), being part of a larger parcel of property owned by Landlord (the "**Parent Tract**" and as further described in **Exhibit A**), together with easements for ingress, egress and general utility purposes as described more fully in the Agreement.

Site Name: LX5079 TATES CREEK CENTER
Business Unit #: 841677

2. Landlord is the current Landlord under the Agreement.

3. Tenant is the current Tenant under the Agreement.

4. Landlord and Tenant have entered into that certain First Amendment to Ground Lease dated on or about even date herewith.

5. At the conclusion of the initial term expiring on October 14, 2009, Tenant shall have the option to extend the term of this Agreement for five (5) additional consecutive five (5) year periods. Landlord and Tenant hereby acknowledge that Tenant has exercised four (4) renewal options, leaving a balance of one (1) renewal option for five (5) years. If all renewal options are exercised, the last renewal option shall end October 14, 2034.

6. The terms, covenants and provisions of the Agreement shall extend to and be binding upon the respective heirs, executors, administrators, successors and assigns of Landlord and Tenant, and run with the land.

7. This Memorandum in no way modifies the terms of the Agreement or any modification thereof. If there is any conflict between the terms of the Agreement and this Memorandum, the terms of the Agreement shall prevail.

8. This Memorandum may be executed in separate and multiple counterparts, each of which shall be deemed an original but all of which taken together shall be deemed to constitute one and the same instrument.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Landlord and Tenant have caused this Memorandum of First Amendment to Option and Ground Lease Agreement to be duly executed effective on the day and year last written below.

LANDLORD:

LEXINGTON – FAYETTE URBAN COUNTY GOVERNMENT

By: Linda Gorton
Name: Linda Gorton
Its: Mayor

ACKNOWLEDGMENT

STATE/COMMONWEALTH OF Kentucky)
) SS:
COUNTY OF Fayette)

On this, the 21st day of July, 2025, the foregoing instrument was acknowledged before me by Linda Gorton who acknowledged under oath, that he/she is the Mayor of **LEXINGTON – FAYETTE URBAN COUNTY GOVERNMENT**, the landlord named in the attached instrument, and as such was authorized to execute this instrument on behalf of such landlord.

Mackenzie Stack
Notary Public
Commission Expires: 11/20/2027
Commission No., if any KYNP82853

Site Name: LX5079 TATES CREEK CENTER
Business Unit #: 841677

TENANT:

NCWPCS MPL 33 - YEAR SITES TOWER HOLDINGS LLC,
a Delaware limited liability company

By: CCATT LLC,
a Delaware limited liability company,
its Attorney in Fact

By: Amanda Gray
Name: Amanda Gray
Its: Mgr Real Estate

ACKNOWLEDGMENT

STATE/COMMONWEALTH OF Texas)
) SS:
COUNTY OF Harris)

On this, the 27 day of June, 2025, the foregoing instrument was acknowledged before me by Amanda Gray who acknowledged under oath, that he/she is the Mgr Real Estate of **CCATT LLC**, a Delaware limited liability company, the Attorney in Fact for **NCWPCS MPL 33 - YEAR SITES TOWER HOLDINGS LLC**, a Delaware limited liability company, the tenant named in the attached instrument, and as such was authorized to execute this instrument on behalf of such tenant.

Blaine Traylor
Notary Public
Commission Expires: 02-14-2028
Commission No., if any 134763816

BLAINE TRAYLOR
Notary Public, State of Texas
Comm. Expires 02-14-2028
Notary ID 134763816

Site Name: LX5079 TATES CREEK CENTER
Business Unit #: 841677

EXHIBIT A
LEGAL DESCRIPTION OF PARENT TRACT

Conveyance from FRANK SADLER and JOANNA SADLER, his wife to LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT.

All that tract or parcel of land as shown by Plat of record in the Fayette County Court Clerk's Office in Plat Cabinet D, Slide 759, to which reference is hereby made.

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0255-25

File ID:	0255-25	**Type:**	Resolution	**Status:**	Approved
Version:	1	**Contract #:**	085-2022	**In Control:**	Urban County Council
				File Created:	03/05/2025
File Name:	Change Order #5 to Contract 128-2021 TB WWTP			**Final Action:**	03/20/2025

Title: A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute Change Order No. 5 to the Contract with W. Principles, LLC d/b/a the Walker Co. of Ky., for Town Branch RAS/WAS Pump Station improvements, for the Div. of Water Quality, increasing the Contract by the sum of $19,700.00, from $3,109,669.98 to $3,129,369.98. [Div. of Water Quality, Martin]

Notes: SAF in the CCO. Returned to Christina King 3/21/2025. MS

Sponsors:		**Enactment Date:**	03/20/2025
Attachments:	Change Order Blue Sheet, Change Order Contract, RESO 0255-25- Change order 5 to Walker Company Contract 4915-8632-1195 v.1.docx, R-127-2025, Contract #085-2022 - Change Order	**Enactment Number:**	R-127-2025
Deed #:		**Hearing Date:**	
Drafter:	Christina King/Tiffany Rank	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	03/18/2025	Approved and Referred to Docket	Urban County Council	03/20/2025		Pass
1	Urban County Council	03/20/2025	Received First Reading	Urban County Council	03/20/2025		
1	Urban County Council	03/20/2025	Suspended Rules for Second Reading				Pass
1	Urban County Council	03/20/2025	Approved				Pass

Text of Legislative File 0255-25

Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute Change Order No. 5 to the Contract with W. Principles, LLC d/b/a the Walker Co. of Ky., for Town Branch RAS/WAS Pump Station improvements, for the Div.

of Water Quality, increasing the Contract by the sum of $19,700.00, from $3,109,669.98 to $3,129,369.98. [Div. of Water Quality, Martin]

Summary

Authorization to approve Change Order #5 to Contract #128-2021 Town Branch WWTP RAS/WAS Pump Station Improvements for $19,700.00 to replace select Sections of existing grating impacted by new construction or has deteriorated from age. The revised Contract total is $3,129,369.98. Funds are Budgeted. (L0255-25)(Martin/Albright)

Budgetary Implications [select]: Yes

Advance Document Review:

Law: Yes Evan Thompson 3/5/25

Risk Management: No

Fully Budgeted [select]: Yes

Account Number: 4003-303401-3401-92711

This Fiscal Year Impact: $19,700.00

Annual Impact: $

Project: TBWWTP_RMP

Activity: CONSENT_DE

Budget Reference: 2024

Current Balance: $1,826,095.63

MAYOR LINDA GORTON

LEXINGTON

CHARLES H. MARTIN, P.E.
DIRECTOR
WATER QUALITY

TO: Mayor Linda Gorton
Urban County Council

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

DATE: March 4, 2025

SUBJECT: Change Order #5
Town Branch WWTP RAS/WAS (Contract # 128-2021)

Request

The Division of Water Quality recommends approval of Change Order #5 to W Principles, LLC d/b/a The Walker Company of Kentucky, the contractor for the Town Branch RAS/WAS Pump Station Improvements.

Purpose of Request

Replacement of select sections of existing grating that were either impacted by new construction or deteriorated from age. Refer to attached proposal submitted by Contractor.

Project Cost in FY24 Budget and Future Budget Years

FY24 – Approval of this change order results in an increase of $19,700.00 to the contract. The revised contract amount including this change order will be $3,129,369.98 representing a 13.96% increase of the original contract amount.

Future Budget Impact –This change order will not have an impact on future budget years.

Are Funds Budgeted

Funds are Budgeted in: 4003 303401 3401 92711 2024 TBWWTP_RMP CONSENT_DE

Martin/Albright

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
CONTRACT CHANGE ORDER
Page 1 of 2

Date:	**February 26, 2025**	
Project:	Town Branch WWTP RAS/WAS Pump Station Improvements	
Location:	Town Branch WWTP	

To (Contractor):
W. Priciples, LLC
200 Apperson Heights, Suite 200
Mt. Sterling, KY 40353

Contract No.	Bid # 128-2021	
Original Contract Amt.	$2,746,000.00	
Cumulative Amount of Previous Change Orders	$363,669.98	
Percent Change - Previous Change Orders		13.24%
Total Contract Amount Prior to this Change Order	$3,109,669.98	
Change Order No.	**5**	

You are hereby requested to comply with the following changes from the contract plans and specification;

Current Change Order

Item No.	Description of changes-quantities, unit prices, change in completion date, etc.	Decrease in contract price	Increase in contract price
1	Replace Existing Floor Grating in Upper Level Pump Access		$19,700.00
	and Adjacent to New Valve Actuators on Lower Level		
	Total decrease	$0.00	
	Total increase		$19,700.00
	Net Amount of this Change Order	$19,700.00	
	New Contract Amount Including this Change Order	$3,129,369.98	
	Percent Change - This Change Order		0.72%
	Percent Change - All Change Orders		13.96%

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

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

Recommended by:	(Project Manager)	Date 3/4/2025
Reviewed / Accepted by:	(Consultant)	Date 02/26/25
Accepted by:	(Contractor)	Date 03/03/25
Approved by:	(Director)	Date 3/4/25
Approved by: N/A (Less than 5%)	(Commissioner)	Date
Approved by: N/A (Less than 5%)	(Mayor or CAO)	Date

JUSTIFICATION FOR CHANGE	PROJECT: Town Branch WWTP RAS/WAS Pump Station Improveme
	CONTRACT NO. Bid # 128-2021
	CHANGE ORDER #: 4

1. Necessity for change: This change order: replaces select sections of existing grating that were either impacted by new construction, or deteriorated from age. Refer to attached proposal submitted by Contractor.

2. Is proposed change an alternate bid? ___Yes __X_No

3. Will proposed change alter the physical size of the project? ___Yes __X_No

   If "Yes", explain.

4. Effect of this change on other prime contractors: N/A

5. Has consent of surety been obtained? ___Yes _X__Not Necessary

6. Will this change affect expiration or extent of insurance coverage? ___Yes _X_No

   If "Yes", will the policies be extended? ___Yes ___No

7. Effect on operation and maintenance costs: N/A

8. Effect on contract completion date: Substantial completion date of 12/31/2024 is unchanged.

_____ Mayor

_____ Date

PRINCIPLES

CO #05 - Additional Grating - Town Branch RAS/WAS PS

DATE: March 3, 2025
PROJECT: Town Branch RAS/WAS PS

CONTACT: Mike Davis
COMPANY: Strand Associates
ADDRESS: 651 Perimeter Drive, Suite 220
Lexington, KY 40517
PHONE: 859-225-8500
EMAIL: mike.davis@strand.com

CONTACT: Andrew Eberle
COMPANY: W Principles
ADDRESS: 200 Apperson Heights Suite 200
Mt Sterling, Kentucky 40353
DIRECT: (502) 381-4677
EMAIL: aeberle@thewalkercompany.com

ITEM NO	DESCRIPTION		SUBTOTAL
1	**Furnish and Install Additonal Grating as Discussed in Punch List Walk Thru**		**$ 19,700.00**
	Labor		*$ 2,000.00*
	Material		*$ 15,500.00*
	W Principles Overhead / Payroll / Profit		**$ 2,200.00**
		TOTAL	**$ 19,700.00**

NOTES/EXCEPTIONS

1 W Principles requests this be added to the contract via change order.

2

Quoted By: Andrew Eberle
W Principles, LLC

Accepted By:
LFUCG (Owner)

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
CONTRACT CHANGE ORDER
Page 1 of 2

Date:	**February 26, 2025**
Project:	Town Branch WWTP RAS/WAS Pump Station Improvements
Location:	Town Branch WWTP

To (Contractor):
W. Priciples, LLC
200 Apperson Heights, Suite 200
Mt. Sterling, KY 40353

Contract No.	Bid # 128-2021
Original Contract Amt.	$2,746,000.00
Cumulative Amount of Previous Change Orders	$363,669.98
Percent Change - Previous Change Orders	13.24%
Total Contract Amount Prior to this Change Order	$3,109,669.98
Change Order No.	**5**

You are hereby requested to comply with the following changes from the contract plans and specification;

Current Change Order

Item No.	Description of changes-quantities, unit prices, change in completion date, etc.	Decrease in contract price	Increase in contract price
1	Replace Existing Floor Grating in Upper Level Pump Access and Adjacent to New Valve Actuators on Lower Level		$19,700.00
	Total decrease	$0.00	
	Total increase		$19,700.00
	Net Amount of this Change Order	$19,700.00	
	New Contract Amount Including this Change Order	$3,129,369.98	
	Percent Change - This Change Order		0.72%
	Percent Change - All Change Orders		13.96%

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

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

Recommended by: Tiffany Rice	(Project Manager)	Date 3/4/2025
Reviewed / Accepted by: Michelle Davis	(Consultant)	Date 02/26/25
Accepted by:	(Contractor)	Date 03/03/25
Approved by:	(Director)	Date 3/4/25
Approved by: N/A (Less than 5%) Nancy Albright	(Commissioner)	Date 3/4/25
Approved by: N/A (Less than 5%)	(Mayor or CAO)	Date

JUSTIFICATION FOR CHANGE	PROJECT: Town Branch WWTP RAS/WAS Pump Station Improveme
	CONTRACT NO. Bid # 128-2021
	CHANGE ORDER #: 4

1. Necessity for change: This change order: replaces select sections of existing grating that were either impacted by new construction, or deteriorated from age. Refer to attached proposal submitted by Contractor.

2. Is proposed change an alternate bid? ___Yes __X_No

3. Will proposed change alter the physical size of the project? ___Yes __X_No

   If "Yes", explain.

4. Effect of this change on other prime contractors: N/A

5. Has consent of surety been obtained? ___Yes _X__Not Necessary

6. Will this change affect expiration or extent of insurance coverage? ___Yes _X_No

   If "Yes", will the policies be extended? ___Yes ___No

7. Effect on operation and maintenance costs: N/A

8. Effect on contract completion date: Substantial completion date of 12/31/2024 is unchanged.

_____ Mayor

_____ Date

PRINCIPLES

CO #05 - Additional Grating - Town Branch RAS/WAS PS

DATE: March 3, 2025
PROJECT: Town Branch RAS/WAS PS

CONTACT: Mike Davis
COMPANY: Strand Associates
ADDRESS: 651 Perimeter Drive, Suite 220
Lexington, KY 40517
PHONE: 859-225-8500
EMAIL: mike.davis@strand.com

CONTACT: Andrew Eberle
COMPANY: W Principles
ADDRESS: 200 Apperson Heights Suite 200
Mt Sterling, Kentucky 40353
DIRECT: (502) 381-4677
EMAIL: aeberle@thewalkercompany.com

ITEM NO	DESCRIPTION		SUBTOTAL
1	**Furnish and Install Additonal Grating as Discussed in Punch List Walk Thru**		**$ 19,700.00**
	Labor		*$ 2,000.00*
	Material		*$ 15,500.00*
	W Principles Overhead / Payroll / Profit		**$ 2,200.00**
		TOTAL	**$ 19,700.00**

NOTES/EXCEPTIONS

1 W Principles requests this be added to the contract via change order.

2

Quoted By: Andrew Eberle
W Principles, LLC

Accepted By:
UFUCG (Owner)

RESOLUTION NO. _____ - 2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE CHANGE ORDER NO. 5 TO THE CONTRACT WITH W. PRINCIPLES, LLC D/B/A THE WALKER COMPANY OF KENTUCKY, FOR TOWN BRANCH RAS/WAS PUMP STATION IMPROVEMENTS, FOR THE DIVISION OF WATER QUALITY, INCREASING THE CONTRACT BY THE SUM OF $19,700.00, FROM $3,109,669.98 TO $3,129,369.98.

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute Change Order No. 5, which is attached hereto and incorporated herein by reference, to the Contract with W. Principles, LLC d/b/a The Walker Company of Kentucky, for Town Branch RAS/WAS Pump Station Improvements, for the Division of Water Quality, increasing the contract price by the sum of $19,700.00, from $3,109,669.98 to $3,129,369.98.

Section 2 – That an additional amount, not to exceed the sum of $19,700.00, be and hereby is approved for payment to W. Principles, LLC d/b/a The Walker Company of Kentucky, from account # 4003-303401-3401-92711, pursuant to the terms of the Change Order.

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

PASSED URBAN COUNTY COUNCIL:

_____
MAYOR

ATTEST:

_____
CLERK OF URBAN COUNTY COUNCIL
0255-25:EPT_4915-8632-1195, v. 1

RESOLUTION NO. 127 - 2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE CHANGE ORDER NO. 5 TO THE CONTRACT WITH W. PRINCIPLES, LLC D/B/A THE WALKER COMPANY OF KENTUCKY, FOR TOWN BRANCH RAS/WAS PUMP STATION IMPROVEMENTS, FOR THE DIVISION OF WATER QUALITY, INCREASING THE CONTRACT BY THE SUM OF $19,700.00, FROM $3,109,669.98 TO $3,129,369.98.

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute Change Order No. 5, which is attached hereto and incorporated herein by reference, to the Contract with W. Principles, LLC d/b/a The Walker Company of Kentucky, for Town Branch RAS/WAS Pump Station Improvements, for the Division of Water Quality, increasing the contract price by the sum of $19,700.00, from $3,109,669.98 to $3,129,369.98.

Section 2 – That an additional amount, not to exceed the sum of $19,700.00, be and hereby is approved for payment to W. Principles, LLC d/b/a The Walker Company of Kentucky, from account # 4003-303401-3401-92711, pursuant to the terms of the Change Order.

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

PASSED URBAN COUNTY COUNCIL: March 20, 2025

Linda Gorton
MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0255-25:EPT_4915-8632-1195, v. 1

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
CONTRACT CHANGE ORDER
Page 1 of 2

Date:	**January 12, 2025**
Project:	Town Branch WWTP RAS/WAS Pump Station Improvements
Location:	Town Branch WWTP
Contract No.	Bid # 128-2021
Original Contract Amt.	$2,746,000.00
Cumulative Amount of Previous Change Orders	$209,268.23
Percent Change - Previous Change Orders	7.62%
Total Contract Amount Prior to this Change Order	$2,955,268.23
Change Order No.	**4**

To (Contractor):
W. Priciples, LLC
200 Apperson Heights, Suite 200 Mt.
Sterling, KY 40353

You are hereby requested to comply with the following changes from the contract plans and specification;

Current Change Order

Item No.	Description of changes-quantities, unit prices, change in completion date, etc.	Decrease in contract price	Increase in contract price
1	Replace RAS Pump Station building service conductors between MCC and Substation A.		$103,824.00
2	Replace existing WAS pump seal water controls		$35,514.75
3	Add sludge sample piping and RAS pump discharge vent piping		$10,510.00
4	Reroute electircal conduit conflict with hoist		$4,553.00
	Total decrease	$0.00	
	Total increase		$154,401.75
	Net Amount of this Change Order	$154,401.75	
	New Contract Amount Including this Change Order	$3,109,669.98	
	Percent Change - This Change Order		5.62%
	Percent Change - All Change Orders		13.24%

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

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

Recommended by:	(Project Manager)	Date	1/13/25
Reviewed / Accepted by:	(Consultant)	Date	1/13/25
Accepted by:	(Contractor)	Date	1/13/25
Approved by:	(Director)	Date	1-17-25
Approved by: N/A (Less than 5%)	(Commissioner)	Date	1/21/25
Approved by: N/A (Less than 5%)	(Mayor or CAO)	Date	

R-127-2025
Original R-114-2022
Contract #085-20[illegible]

JUSTIFICATION FOR CHANGE	PROJECT: Town Branch WWTP RAS/WAS Pump Station Improveme
	CONTRACT NO. Bid # 128-2021
	CHANGE ORDER #: 4

1. Necessity for change: This change order: replaces 40 year old conductors that were found with deteriorated insulation; replaces old WAS pump seal water system; adds sludge sample lines and air relief piping; and routes existing conduit to avoid new hoist installation. Refer to attached proposal submitted by Contractor.

2. Is proposed change an alternate bid? ___Yes __X_No

3. Will proposed change alter the physical size of the project? ___Yes _X_No

   If "Yes", explain.

4. Effect of this change on other prime contractors: N/A

5. Has consent of surety been obtained? ___Yes _X_Not Necessary

6. Will this change affect expiration or extent of insurance coverage? ___Yes _X_No

   If "Yes", will the policies be extended? ___Yes ___No

7. Effect on operation and maintenance costs: N/A

8. Effect on contract completion date: Contract Completion Date extended additional 203 Days for Final Completion December 31, 2024.

Linda Gorton
Mayor

3/20/25
Date

December 11th, 2024

Strand Associates, Inc.
651 Perimeter Drive
Lexington, KY 40517

RE: Town Branch WWTP RAS/WAS Pump Station Project - Change Order #04 Proposal

Attention: Mike Davis, P.E.

Mr. Davis,

This document represents W Principles' proposal for the changes in scope, and/or contractual value, associated with the Town Branch WWTP RAS/WAS Pump Station Improvements Project. These items are listed below and further broken down in the attached documents:

1. MCC Feeder Replacement (CO #05)
2. WAS Pump Seal Water (CO#06)
3. Air Vent/Pressure Gauge/Sample Point Assemblies (CO #07)
4. Conduit Reroute (CO #08)
5. Time Extension Request
    - Completion Date via Change Order #01 = June 11th, 2024
    - Completion Date via Time Extension Request following MCC Delivery (Attached) = November 22nd, 2024
    - New Requested Completion Date = December 31st, 2024
    - Total Calendar Days Added from Last Request = 39 Days
    - Total Calendar Days Added from Last Extension (CO#01) = 203 Days

The thirty nine calendar days requested represent the additional time for the changes in scope listed above as well as unforeseen time to startup, commission, and troubleshoot pumps 3&4 before we could switch the plant over to the other set of clarifiers and begin demolition of pumps 1&2.

Note, all work within the scope of the project is projected to be complete by the end of the year. Please allow two weeks in January to complete punch list items shall they arise. Please give me a call if you have any questions or would like to discuss in greater detail.

Sincerely,

Andrew Eberle - Project Manager

cc: Arthur Walker, IV – President
David Parker – Wastewater Superintendent

W PRINCIPLES

July 12th, 2024

Strand Associates, Inc.
651 Perimeter Drive
Lexington, KY 40517

RE: Town Branch WWTP RAS/WAS Pump Station Project - Change Order #04 Time Extension Request

Attention: Mike Davis, P.E.

Mr. Davis,

This document represents W Principles' proposal for the change in contractual completion date associated with the Town Branch WWTP RAS/WAS Pump Station Improvements Project. These items are listed and described below:

1. **Final MCC Delay – Contract Extension**

   The MCC was received by AE Electric on June 27th, 2024. As shown in the latest schedule update, W Principles' mobilization date is set for July 22nd, 2024. The new final completion date will be November 22nd, 2024. W Principles projects to finish work on October 23rd, 2024 (substantial completion), the additional 30 days are to allow for punch list items to be completed. The latest contractual completion date was October 12th, 2024. This request is to add an additional 42 days to the final completion date.

Please give me a call if you have any questions or would like to discuss in greater detail. I look forward to hearing from you soon.

Sincerely,

Andrew Eberle - Project Manager

cc: Arthur Walker, IV – President
David Parker – Wastewater Superintendent

PRINCIPLES

CO #05 Breakdown - MCC Feeder Replacement

DATE: October 1, 2024
PROJECT: Town Branch RAS/WAS PS

CONTACT: Mike Davis
COMPANY: Strand Associates
ADDRESS: 651 Perimeter Drive, Suite 220
Lexington, KY 40517
PHONE: 859-225-8500
EMAIL: mike.davis@strand.com

CONTACT: Andrew Eberle
COMPANY: W Principles
ADDRESS: 200 Apperson Heights Suite 200
Mt Sterling, Kentucky 40353
DIRECT: (502) 381-4677
EMAIL: aeberle@thewalkercompany.com

ITEM NO	DESCRIPTION		SUBTOTAL
1	**AE Electric - Replace Exisitng MCC Feeder Conductors - Labor& Material**		**$ 98,880.00**
	Labor		*$ 66,593.00*
	Material		*$ 32,287.00*
2	**W Principles - Overhead/Payroll/Profit @5%**		**$ 4,944.00**
		TOTAL	**$ 103,824.00**

NOTES/EXCEPTIONS

1 W Principles requests this be added to the contract via change order.

Quoted By: Andrew Eberle
W Principles, LLC

Accepted By: _____
LFUCG (Owner)

PRINCIPLES

Town Branch RAS/WAS Pump Station

CO #06 Breakdown - WAS Pump Seal Water

DATE: October 24, 2024
PROJECT: Town Branch RAS/WAS PS

CONTACT: Mike Davis
COMPANY: Strand Associates
ADDRESS: 651 Perimeter Drive, Suite 220
Lexington, KY 40517
PHONE: 859-225-8500
EMAIL: mike.davis@strand.com

CONTACT: Andrew Eberle
COMPANY: W Principles
ADDRESS: 200 Apperson Heights Suite 200
Mt Sterling, Kentucky 40353
DIRECT: (502) 381-4677
EMAIL: aeberle@thewalkercompany.com

ITEM NO	DESCRIPTION		SUBTOTAL
1	**AE Electric - WAS Pump Seal Water Electrical**		**$ 32,345.00**
	Labor		*$ 19,830.00*
	Material		*$ 12,515.00*
2	**W Principles - Overhead/Payroll/Profit @5%**		**$ 1,617.25**
3	**W Principles - Seal Water Process Piping / Installation**		
	Labor		*$ 750.00*
	Material		*$ 600.00*
4	**W Principles - Overhead/Payroll/Profit @15%**		**$ 202.50**
		TOTAL	**$ 35,514.75**

1 **NOTES/EXCEPTIONS**

Quoted By: Andrew Eberle
W Principles, LLC

Accepted By:
LFUCG (Owner)

PRINCIPLES

Town Branch RAS/WAS Pump Station

CO #07 Breakdown - Additional Assemblies

DATE: November 15, 2024
PROJECT: Town Branch RAS/WAS PS

CONTACT: Mike Davis
COMPANY: Strand Associates
ADDRESS: 651 Perimeter Drive, Suite 220
Lexington, KY 40517
PHONE: 859-225-8500
EMAIL: mike.davis@strand.com

CONTACT: Andrew Eberle
COMPANY: W Principles
ADDRESS: 200 Apperson Heights Suite 200
Mt Sterling, Kentucky 40353
DIRECT: (502) 381-4677
EMAIL: aeberle@thewalkercompany.com

ITEM NO	DESCRIPTION		SUBTOTAL
1	**Double Steel Pipe Supports**		**$ 1,400.00**
	Labor (20 hours @ $40/HR)		*$ 800.00*
	Material		*$ 600.00*
2	**Pressure Gauge / Sample Point Assemblies**		**$ 4,200.00**
	Labor (40 hours @ $40/HR)		*$ 1,600.00*
	Material		*$ 2,600.00*
3	**Air Vent Assemblies**		**$ 3,560.00**
	Labor (40 hours @ $40/HR)		*$ 1,600.00*
	Material		*$ 1,750.00*
	Equipment (Core Drill)		*$ 210.00*
4	**W Principles - Overhead/Payroll/Profit @15%**		**$ 1,350.00**
		TOTAL	**$ 10,510.00**

1 **NOTES/EXCEPTIONS**

Quoted By: Andrew Eberle
W Principles, LLC

Accepted By:
LFUCG (Owner)

PRINCIPLES

CO #08 Breakdown - Conduit Reroute

DATE: December 11, 2024
PROJECT: Town Branch RAS/WAS PS

CONTACT: Mike Davis
COMPANY: Strand Associates
ADDRESS: 651 Perimeter Drive, Suite 220
Lexington, KY 40517
PHONE: 859-225-8500
EMAIL: mike.davis@strand.com

CONTACT: Andrew Eberle
COMPANY: W Principles
ADDRESS: 200 Apperson Heights Suite 200
Mt Sterling, Kentucky 40353
DIRECT: (502) 381-4677
EMAIL: aeberle@thewalkercompany.com

ITEM NO	DESCRIPTION		SUBTOTAL
1	**AE Electric - Clarifier Conduit Reroute**		$ 3,953.00
2	**W Principles - Time/Overhead/Payroll**		$ 600.00
		TOTAL	$ 4,553.00

NOTES/EXCEPTIONS

1 W Principles requests this be added to the contract via change order.

Quoted By: Andrew Eberle
W Principles, LLC

Accepted By:
LFUCG (Owner)

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0256-25

File ID:	0256-25	**Type:**	Resolution	**Status:**	Approved
Version:	1	**Contract #:**	085-2025	**In Control:**	Urban County Council
				File Created:	03/05/2025
File Name:	CLEAR Renewal			**Final Action:**	03/20/2025

Title: A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute a Multi-Year Agreement with Thomson Reuters (West Publishing Corporation), for a subscription to the Clear Government Background Investigation Database and Services, for the Div. of Revenue, at a cost not to exceed $1,996.86 in FY 2025. [Div. of Revenue, Holbrook]

Notes: SAF in the CCO. Returned to Wes 4/7/2025. MS

Sponsors:		**Enactment Date:**	03/20/2025
Attachments:	Bluesheet Memo -CLEAR, 0256-25, RESO 0256-25-Thomson Reuters contract for Revenue 4925-0205-6235 v.1.docx, R-128-2025, Contract #085-2025	**Enactment Number:**	R-128-2025
Deed #:		**Hearing Date:**	
Drafter:	Wesley Holbrook	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	03/18/2025	Approved and Referred to Docket	Urban County Council	03/20/2025		Pass
1	Urban County Council	03/20/2025	Received First Reading	Urban County Council	03/20/2025		
1	Urban County Council	03/20/2025	Suspended Rules for Second Reading				Pass
1	Urban County Council	03/20/2025	Approved				Pass

Text of Legislative File 0256-25

Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute a Multi-Year Agreement with Thomson Reuters (West Publishing Corporation), for a subscription to the Clear Government Background Investigation

Database and Services, for the Div. of Revenue, at a cost not to exceed $1,996.86 in FY 2025. [Div. of Revenue, Holbrook]

Summary

Authorization to execute an Agreement with Thomson Reuters for access to the CLEAR government investigations database. The Division of Revenue utilizes the CLEAR database to research delinquent tax and fee payers and uses that information in collection activities. This is to renew an expiring Contract for a period of 3 years. At a cost of $1,996.86 for FY 2025. Funds are Budgeted. (L0256-25)(Holbrook/Hensley)

Budgetary Implications [select]: NO

Advance Document Review:

Law: { No, Completed by Evan Thompson}

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

Fully Budgeted [select]: Yes

Account Number: 1101-202601-0001-71299 - $998.43
4002-202602-0001-71299 - $539.15
4051-202604-0001-71299 - $259.60
4121-202603-0001-71299 - $199.68

This Fiscal Year Impact: $$1,996.86

Annual Impact: $$7,987.44

Project:

Activity:

Budget Reference:

Current Balance: 1101-202601-0001-71299 - $65,882.29
4002-202602-0001-71299 - $56,187.45
4051-202604-0001-71299 - $28,664.45
4121-202603-0001-71299 - $21,325.47

MAYOR LINDA GORTON

LEXINGTON

ERIN HENSLEY
COMMISSIONER
FINANCE

TO: Mayor Linda Gorton
Members, Urban County Council

FROM: Wesley T. Holbrook
Wesley Holbrook, Director of Revenue

DATE: March 5, 2025

SUBJECT: Thomson Reuters CLEAR information services for government investigations database

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Request
Authorization to execute an agreement with Thomson Reuters for access to the CLEAR government investigations database. The contract term is 36 months and can be renewed for 12 month terms. The Agreement will automatically renew annually unless either party gives the other at least 30 days written notice before the end of the then current term.

Why are you requesting?
The Division of Revenue utilizes the CLEAR database in order to research delinquent tax and fee payers. Our staff then uses this information in their collections activities. This is to renew an expired contract.

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

The cost for this FY is: $1,996.86

The cost for future FY is: $8,087.28 (FY26)
$8,491.65 (FY27)

Are the funds budgeted?

Yes

Account number: 1101-202601-0001-71299 – 50%
4002-202602-0001-71299 – 27%
4051-202604-0001-71299 – 13%
4121-202603-0001-71299 – 10%

File Number: 0256-25

Director/Commissioner: Wesley Holbrook/Erin Hensley

Order Form Order ID:Q-09261895

Contact your representative marty.hanson@thomsonreuters.com with any questions. Thank you.

Subscriber Information

Sold To Account Address	Shipping Address	Billing Address
Account #: 1000492289 LEXINGTON FAYETTE URBAN COUNTY CHARLENE PTASNIK 200 E MAIN ST FL 2 LEXINGTON KY 40507-1310 US "Customer"	Account #: 1000492289 LEXINGTON FAYETTE URBAN COUNTY CHARLENE PTASNIK 200 E MAIN ST FL 2 LEXINGTON KY 40507-1310 US	Account #: 1000492289 LEXINGTON FAYETTE URBAN COUNTY CHARLENE PTASNIK 200 E MAIN ST FL 2 LEXINGTON, KY 40507-1310 US

This Order Form is a legal document between Customer and

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B. Thomson Reuters Enterprise Centre GmbH to the extent that products or services will be provided by Thomson Reuters Enterprise Centre GmbH.

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For non-federal customers the following shall apply: Thomson Reuters General Terms and Conditions (http://tr.com/us-general-terms-and-conditions) apply to the purchase and use of all products, except print, and together with any applicable Product Specific Terms (set forth below) are incorporated into this Order Form by this reference. In the event that there is a conflict of terms among the General Terms and Conditions, the Product Specific Terms and this Order Form, the order of precedence shall be Order Form, the Product Specific Terms, and last the General Terms and Conditions.

ProFlex Products
See Attachment for details

Material #	Product	Monthly Charges	Minimum Terms (Months)
41308780	CLEAR Proflex	$665.62	36

Minimum Terms

Your subscription is effective upon the date we process your order ("Effective Date") and Monthly Charges will be prorated for the number of days remaining in that month, if any. Your subscription will continue for the number of months listed in the Minimum Term column above plus any Bridge Term that may be outlined above counting from the first day of the month following the Effective Date. Your Monthly Charges during the first twelve (12) months of the Minimum Term are as set forth above. If your Minimum Term is longer than 12 months, then your Monthly Charges for each year of the Minimum Term are displayed in the Attachment to the Order Form.

Post Minimum Terms

Your subscription will automatically renew at the end of the Minimum Term. Each Automatic Renewal Term will be 12 months in length ("Automatic Renewal Term"), and we will notify you of any change in the Monthly Charges at least 60 days before each Automatic Renewal Term starts. You are also responsible for all Excluded Charges.

Federal government subscribers that chose a multi-year Minimum Term, those additional years will be implemented at your option pursuant to federal law. Either of us may cancel the Automatic Renewal Term by sending notice in writing at least 30 days before an Automatic Renewal Term begins. Send your notice of cancellation to Customer Service, 610 Opperman Drive., P.O. Box 64833, Eagan, MN 55123-1803.

Miscellaneous

The Federal Product Specific Terms can be found here: http://tr.com/federal-product-specific-terms

Applicable Law. If you are a state or local governmental entity, your state's law will apply, and any claim may be brought in the state or federal courts located in your state. If you are a non-governmental entity, this Order Form shall be interpreted under Minnesota state law and any claim by one of us shall exclusively be brought in the state or federal courts in Minnesota. If you are a United States Federal Government subscriber, United States federal law will apply, and any claim may be brought in any federal court.

Charges, Payments & Taxes. You agree to pay all charges in full within 30 days of the date of invoice. You are responsible for any applicable sales, use, value added tax (VAT), etc. unless you are tax exempt. If you are a non-government subscriber and fail to pay your invoiced charges, you are responsible for collection costs including attorneys' fees.

eBilling Contact. All invoices for this account will be emailed to your e-Billing Contact(s) unless you have notified us that you would like to be exempt from e-Billing.

Credit Verification. If you are applying for credit as an individual, we may request a consumer credit report to determine your creditworthiness. If we obtain a consumer credit report, you may request the name, address and telephone number of the agency that supplied the credit report. If you are applying for credit on behalf of a business, we may request a current business financial statement from you to consider your request.

Cancellation Notification Address. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803

Confidentiality of Ordering Document. You understand that disclosure of the terms contained in this ordering document would cause competitive harm to us, and you agree not to disclose these terms to any third person.

Regulated Data. Due to the regulated or private nature of some data in our information products such as credit header data, motor vehicle data, driver license data and voter registration data, you may need to complete a credentialing process which will include certifying what your legally permissible use of the data will be. You agree to immediately notify us if any of the information you provided in your ordering document or during the credentialing process changes. You agree to and warrant that you are the end user of this data and that you will only use it for your own internal business purposes. You also warrant that you will strictly limit the access, use and distribution of this data to user permitted under applicable laws, rules and regulations and as permitted by the third party additional terms. You will keep the data confidential. You will use industry standard administrative, physical and technical safeguards to protect the data. You will not disclose it to anyone except as necessary to carry out your permissible use. You will immediately report any misuse, abuse or compromise of the data. You agree to cooperate with any resulting inquiry. If we reasonably believe that the data has been misused, abused or compromised, we may block access without additional notice. You are responsible for all damages caused by misuse, abuse or compromise of the data by you, your employees and any person or entity with whom you shared the data. We will be responsible for damages cause by us. We are not a consumer reporting agency. You may use information product data to support your own processes and decisions but you may not deny any service or access to a service to a consumer based solely upon the information product data. Examples of types of service include eligibility for credit or insurance, employment decisions and any other purpose described in the Fair Credit Reporting Act (15 U.S.C.A. 1681b). If the Financial Industry Regulatory Authority regulations apply to you, you may use our information products to verify the accuracy and completeness of information submitted to you by each applicant for registration on Form U4 or Form U5 in compliance with the requirements of FINRA Rule 3110. You may use the information products in this manner only in furtherance of written policies and procedures that are designed to achieve your compliance with FINRA Rule 3110 or as otherwise allowed by the General Terms and Conditions.

Excluded Charges And Schedule A Rates. If you access products or services that are not included in your subscription you will be charged our then-current rate ("Excluded Charges"). Excluded Charges will be invoiced and due with your next payment. For your reference, the current Excluded Charges schedules are located http://static.legalsolutions.thomsonreuters.com/static/agreement/schedule-a-clear.pdf and Excluded Charges change from time-to-time upon 30 days written or online notice. We may, at our option, make certain products and services Excluded Charges if we are contractually bound or otherwise required to do so by a third party provider or if products or services are enhanced or if new products or services are released after the effective date of this ordering document. Modification of Excluded Charges or Schedule A rates is not a basis for termination under paragraph 10 of the General Terms and Conditions.

CLEAR Fixed Rate Usage :If the transactional value of your CLEAR fixed rate usage exceeds your then-current Monthly Charges by more than 10 times in any month (or by 20 times in any month for Enterprise Law Enforcement subscribers), we may limit access to live gateways and request that the parties enter into good faith renegotiation or terminate upon 10 days written notice. Transactional value of your CLEAR usage is calculated based upon our then-current Schedule A rate. Schedule A rates may change upon at least 30 days written or online notice.

Batch Usage :If you have a fixed rate batch and/or batch alerts subscription and the total of your batch inputs or batch alerts exceeds your annual fixed rate batch or total batch alerts allotment, we may: 1) request the parties enter into good faith negotiations regarding a superseding agreement, 2) terminate your subscription upon 10 days written notice or 3) limit your access to your fixed rate batch subscription for the remainder of the then-current 12 month period, during which time you will continue to be billed your Monthly Charges. If your access to your fixed rate batch subscription has been limited, your access will be reinstated on the first day of the following 12 month period.

If the trial includes Batch Services, you may submit up to 1,000 input lines at no cost. We reserve the right to invoice you for input lines in excess of 1,000. You will pay our then current Schedule A rate. Schedule A rates are located at http://legalsolutions.com/schedule-a-clear.

Existing Vigilant Subscribers: We may terminate your License Plate Recognition (LPR) subscription if you are an existing Vigilant LEARN subscriber whose LPR pricing is based upon your existing Vigilant LEARN agreement, and you cancel your Vigilant LEARN agreement.

Enterprise Law Enforcement Subscribers: You certify that you have up to the number of Sworn Officers in your employ at this location identified in the QTY Column above. Our pricing for banded products is made in reliance upon your certification. If we learn that the actual number is greater, we reserve the right to increase your charges as applicable.

CLEAR Subscribers via an Alliance Partner. In limited circumstances we may allow you to access CLEAR through a third party's ("Service Provider") software or service (together with CLEAR, the "Integrated System"). In the event that you enter into a license agreement to access an Integrated System, you agree as follows:

We have no obligation to Service Provider with regard to the functionality or non-functionality of CLEAR during or after the integration. Service Provider will have access to CLEAR on your behalf and you will ensure Service Provider's compliance with the terms and conditions of the Thomson Reuters General Terms and Conditions located in the General Terms and Conditions paragraph above. Except as otherwise provided in your agreement with us, Data may not (i) be distributed or transferred in whole or in part via the Integrated System or otherwise to any third party, (ii) be stored in bulk or in a searchable database, and (iii) not be used in any way to replace or to substitute for CLEAR or as a component of any material offered for sale, license or distribution to third parties. No party will use any means to discern the source code of our products and product data. You are responsible for Service Provider's access to CLEAR on your behalf. You are responsible for all damages caused by misuse, abuse or compromise of the data by Service Provider, you, your employees and any person or entity with which you shared the data. We will be responsible for damages caused by us.

. For Law Enforcement Agencies and Correctional Facilities Only – No Inmate Westlaw or CLEAR Access (direct or indirect)

I certify, on behalf of Subscriber, that I understand and accept the security limits of Westlaw or CLEAR ; Subscriber's responsibility for controlling Westlaw, CLEAR, internet and network access; and, how Subscriber will be using Westlaw or CLEAR. I acknowledge Subscriber's responsibility for providing West with prompt written notice if Subscriber's type of use changes.

Only non-inmates/administrative staff will access Westlaw or CLEAR with no direct Westlaw research results provided to inmates (including work product created as part of inmates' legal representation). In no event shall anyone other than Subscriber's approved employees be provided access to or control of any terminal with access to Westlaw or Westlaw Data.

Functionality of Westlaw or CLEAR cannot and does not limit access to non-West internet sites. It is Subscriber's responsibility to control access to the internet.

Subscriber will provide its own firewall, proxy servers or other security technologies as well as desktop security to limit access to the Westlaw or CLEAR URL and West software (including CD-ROM orders). Subscriber will design, configure and implement its own security configuration.

Subscriber will not use any data nor distribute any data to a third party for use, in a manner contrary to or in violation of any applicable federal, state, or local law, rule or regulation or in any manner inconsistent with the General Terms and Conditions.

Subscriber will maintain the most current version of the West software to access CD-ROM Products for security purposes.

Signature for Order ID: Q-09261895

ACKNOWLEDGEMENT Q-09261895

I have read all pages and attachments to this Order Form and I accept the terms on behalf of Subscriber. I warrant that I am authorized to sign this Order Form on behalf of the Subscriber.

Signature of Authorized Representative for order	**Title**
Printed Name	**Date**

This Order Form will expire and will not be accepted after 4/15/2025 CT.

Thomson Reuters™

Attachment Order ID:Q-09261895

Contact your representative marty.hanson@thomsonreuters.com with any questions. Thank you.

Order ID: Q-09261895

Payment, Shipping and Contact Information

Payment Method:
Payment Method: Bill to Account
Account Number: 1000492289
This order is made pursuant to:

Order Confirmation Contact (#28)
Contact Name:Morgan, Hilori
Email:hmorgan@lexingtonky.gov

ProFlex Multiple Location Details

Account Number	Account Name	Account Address	Action
1000492289	LEXINGTON FAYETTE URBAN COUNTY	200 E MAIN ST FL 2 LEXINGTON KY 40507-1310 US	New

ProFlex Product Details

Quantity	Unit	Service Material #	Description
1	Each	41308780	CLEAR Proflex
4	Seats	41859364	CLEAR Government Investigations Advanced

Account Contacts

Contact Name		Email Address	Customer Type Description

Sub Material	Quantity	Active Subscription to be Lapsed
41859364	4	CLEAR Government Investigations Advanced

Charges During Minimum Term

Material #	Product Name	Monthly Year 1 Charges	% incr Yr 1-2*	Monthly Year 2 Charges	% incr Yr 2-3*	Monthly Year 3 Charges	% incr Yr 3 4*	Monthly Year 4 Charges	% incr Yr 4-5*	Monthly Year 5 Charges
41308780	CLEAR Proflex	$665.62	5.00	$698.90	5.00	$733.84	N/A	$N/A	N/A	$N/A

Charges During Minimum Term

Pricing is displayed only for the years included in the Minimum Term. Years without pricing in above grid are not included in the Minimum Term. Refer to your Order Form for the Post Minimum Term pricing

RESOLUTION ____- 2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A MULTI-YEAR AGREEMENT WITH THOMSON REUTERS (WEST PUBLISHING CORPORATION), FOR A SUBSCRIPTION TO THE CLEAR GOVERNMENT BACKGROUND INVESTIGATION DATABASE AND SERVICES, FOR THE DIVISION OF REVENUE, AT A COST NOT TO EXCEED $1,996.86 IN FY 2025.

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 a multi-year agreement, which is attached hereto and incorporated herein by reference, with Thomson Reuters (West Publishing Corporation), for a subscription to the CLEAR Government background investigation database and services, for the Division of Revenue.

Section 2 – That an amount, not to exceed $1,996.86 in FY 2025, be and hereby is approved for payment to Thomson Reuters (West Publishing Corporation), from accounts # 1101-202601-0001-71299 ($998.43); # 4002-202602-0001-71299 ($539.15); # 4051-202604-0001-71299 ($259.60); and # 4121-202603-0001-71299 ($199.68), pursuant to the terms of the contract, with future fiscal years subject to the appropriation of sufficient funds.

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

PASSED URBAN COUNTY COUNCIL:

_____
MAYOR

ATTEST:

_____
CLERK OF URBAN COUNTY COUNCIL
0256-25:EPT_4925-0205-6235, v. 1

RESOLUTION 128- 2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A MULTI-YEAR AGREEMENT WITH THOMSON REUTERS (WEST PUBLISHING CORPORATION), FOR A SUBSCRIPTION TO THE CLEAR GOVERNMENT BACKGROUND INVESTIGATION DATABASE AND SERVICES, FOR THE DIVISION OF REVENUE, AT A COST NOT TO EXCEED $1,996.86 IN FY 2025.

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 a multi-year agreement, which is attached hereto and incorporated herein by reference, with Thomson Reuters (West Publishing Corporation), for a subscription to the CLEAR Government background investigation database and services, for the Division of Revenue.

Section 2 – That an amount, not to exceed $1,996.86 in FY 2025, be and hereby is approved for payment to Thomson Reuters (West Publishing Corporation), from accounts # 1101-202601-0001-71299 ($998.43); # 4002-202602-0001-71299 ($539.15); # 4051-202604-0001-71299 ($259.60); and # 4121-202603-0001-71299 ($199.68), pursuant to the terms of the contract, with future fiscal years subject to the appropriation of sufficient funds.

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

PASSED URBAN COUNTY COUNCIL: March 20,2025

Linda Gorton

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0256-25:EPT_4925-0205-6235, v. 1

Thomson Reuters™

Order Form Order ID:Q-09261895

Contact your representative marty.hanson@thomsonreuters.com with any questions. Thank you.

Subscriber Information

Sold To Account Address	Shipping Address	Billing Address
Account #: 1000492289 LEXINGTON FAYETTE URBAN COUNTY CHARLENE PTASNIK 200 E MAIN ST FL 2 LEXINGTON KY 40507-1310 US "Customer"	Account #: 1000492289 LEXINGTON FAYETTE URBAN COUNTY CHARLENE PTASNIK 200 E MAIN ST FL 2 LEXINGTON KY 40507-1310 US	Account #: 1000492289 LEXINGTON FAYETTE URBAN COUNTY CHARLENE PTASNIK 200 E MAIN ST FL 2 LEXINGTON, KY 40507-1310 US

This Order Form is a legal document between Customer and

A. West Publishing Corporation to the extent that products or services will be provided by West Publishing Corporation, and/or
B. Thomson Reuters Enterprise Centre GmbH to the extent that products or services will be provided by Thomson Reuters Enterprise Centre GmbH.

A detailed list of products and services that are provided by Thomson Reuters Enterprise Centre GmbH and current applicable IRS Certification forms are available at: https://www.tr.com/trorderinginfo

West Publishing Corporation may also act as an agent on behalf of Thomson Reuters Enterprise Centre GmbH solely with respect to billing and collecting payment from Customer. Thomson Reuters Enterprise Centre GmbH and West Publishing Corporation will be referred to as "Thomson Reuters", "we" or "our," in each case with respect to the products and services it is providing, and Customer will be referred to as "you", or "your" or "Client".

For Federal Customers the following shall apply: Thomson Reuters General Terms and Conditions (available here: http://tr.com/federal-general-terms-and-conditions apply to the purchase and use of all products, except print, and together with any applicable Product Specific Terms (set forth below) are incorporated into this Order Form by this reference. In the event that there is a conflict of terms among the General Terms and Conditions, the Product Specific Terms and this Order Form, the order of precedence shall be Order Form, the Product Specific Terms, and last the General Terms and Conditions.

For non-federal customers the following shall apply: Thomson Reuters General Terms and Conditions (http://tr.com/us-general-terms-and-conditions) apply to the purchase and use of all products, except print, and together with any applicable Product Specific Terms (set forth below) are incorporated into this Order Form by this reference. In the event that there is a conflict of terms among the General Terms and Conditions, the Product Specific Terms and this Order Form, the order of precedence shall be Order Form, the Product Specific Terms, and last the General Terms and Conditions.

ProFlex Products
See Attachment for details

Material #	Product	Monthly Charges	Minimum Terms (Months)
41308780	CLEAR Proflex	$665.62	36

Minimum Terms

Your subscription is effective upon the date we process your order ("Effective Date") and Monthly Charges will be prorated for the number of days remaining in that month, if any. Your subscription will continue for the number of months listed in the Minimum Term column above plus any Bridge Term that may be outlined above counting from the first day of the month following the Effective Date. Your Monthly Charges during the first twelve (12) months of the Minimum Term are as set forth above. If your Minimum Term is longer than 12 months, then your Monthly Charges for each year of the Minimum Term are displayed in the Attachment to the Order Form.

Post Minimum Terms

Your subscription will automatically renew at the end of the Minimum Term. Each Automatic Renewal Term will be 12 months in length ("Automatic Renewal Term"), and we will notify you of any change in the Monthly Charges at least 60 days before each Automatic Renewal Term starts. You are also responsible for all Excluded Charges.

Federal government subscribers that chose a multi-year Minimum Term, those additional years will be implemented at your option pursuant to federal law. Either of us may cancel the Automatic Renewal Term by sending notice in writing at least 30 days before an Automatic Renewal Term begins. Send your notice of cancellation to Customer Service, 610 Opperman Drive., P.O. Box 64833, Eagan, MN 55123-1803.

Miscellaneous

The Federal Product Specific Terms can be found here: http://tr.com/federal-product-specific-terms

Applicable Law. If you are a state or local governmental entity, your state's law will apply, and any claim may be brought in the state or federal courts located in your state. If you are a non-governmental entity, this Order Form shall be interpreted under Minnesota state law and any claim by one of us shall exclusively be brought in the state or federal courts in Minnesota. If you are a United States Federal Government subscriber, United States federal law will apply, and any claim may be brought in any federal court.

Charges, Payments & Taxes. You agree to pay all charges in full within 30 days of the date of invoice. You are responsible for any applicable sales, use, value added tax (VAT), etc. unless you are tax exempt. If you are a non-government subscriber and fail to pay your invoiced charges, you are responsible for collection costs including attorneys' fees.

eBilling Contact. All invoices for this account will be emailed to your e-Billing Contact(s) unless you have notified us that you would like to be exempt from e-Billing.

Credit Verification. If you are applying for credit as an individual, we may request a consumer credit report to determine your creditworthiness. If we obtain a consumer credit report, you may request the name, address and telephone number of the agency that supplied the credit report. If you are applying for credit on behalf of a business, we may request a current business financial statement from you to consider your request.

Cancellation Notification Address. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803

Confidentiality of Ordering Document. You understand that disclosure of the terms contained in this ordering document would cause competitive harm to us, and you agree not to disclose these terms to any third person.

Regulated Data. Due to the regulated or private nature of some data in our information products such as credit header data, motor vehicle data, driver license data and voter registration data, you may need to complete a credentialing process which will include certifying what your legally permissible use of the data will be. You agree to immediately notify us if any of the information you provided in your ordering document or during the credentialing process changes. You agree to and warrant that you are the end user of this data and that you will only use it for your own internal business purposes. You also warrant that you will strictly limit the access, use and distribution of this data to user permitted under applicable laws, rules and regulations and as permitted by the third party additional terms. You will keep the data confidential. You will use industry standard administrative, physical and technical safeguards to protect the data. You will not disclose it to anyone except as necessary to carry out your permissible use. You will immediately report any misuse, abuse or compromise of the data. You agree to cooperate with any resulting inquiry. If we reasonably believe that the data has been misused, abused or compromised, we may block access without additional notice. You are responsible for all damages caused by misuse, abuse or compromise of the data by you, your employees and any person or entity with whom you shared the data. We will be responsible for damages cause by us. We are not a consumer reporting agency. You may use information product data to support your own processes and decisions but you may not deny any service or access to a service to a consumer based solely upon the information product data. Examples of types of service include eligibility for credit or insurance, employment decisions and any other purpose described in the Fair Credit Reporting Act (15 U.S.C.A. 1681b). If the Financial Industry Regulatory Authority regulations apply to you, you may use our information products to verify the accuracy and completeness of information submitted to you by each applicant for registration on Form U4 or Form U5 in compliance with the requirements of FINRA Rule 3110. You may use the information products in this manner only in furtherance of written policies and procedures that are designed to achieve your compliance with FINRA Rule 3110 or as otherwise allowed by the General Terms and Conditions.

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Existing Vigilant Subscribers: We may terminate your License Plate Recognition (LPR) subscription if you are an existing Vigilant LEARN subscriber whose LPR pricing is based upon your existing Vigilant LEARN agreement, and you cancel your Vigilant LEARN agreement.

Enterprise Law Enforcement Subscribers: You certify that you have up to the number of Sworn Officers in your employ at this location identified in the QTY Column above. Our pricing for banded products is made in reliance upon your certification. If we learn that the actual number is greater, we reserve the right to increase your charges as applicable.

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. For Law Enforcement Agencies and Correctional Facilities Only – No Inmate Westlaw or CLEAR Access (direct or indirect)

I certify, on behalf of Subscriber, that I understand and accept the security limits of Westlaw or CLEAR ; Subscriber's responsibility for controlling Westlaw, CLEAR, internet and network access; and, how Subscriber will be using Westlaw or CLEAR. I acknowledge Subscriber's responsibility for providing West with prompt written notice if Subscriber's type of use changes.

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Subscriber will maintain the most current version of the West software to access CD-ROM Products for security purposes.

Signature for Order ID: Q-09261895

ACKNOWLEDGEMENT Q-09261895

I have read all pages and attachments to this Order Form and I accept the terms on behalf of Subscriber. I warrant that I am authorized to sign this Order Form on behalf of the Subscriber.

Linda Gorton
Signature of Authorized Representative for order

Mayor
Title

Linda Gorton
Printed Name

4/7/2025
Date

This Order Form will expire and will not be accepted after 4/15/2025 CT.

Thomson Reuters™

Attachment Order ID:Q-09261895

Contact your representative marty.hanson@thomsonreuters.com with any questions. Thank you.

Order ID: Q-09261895

Payment, Shipping and Contact Information

Payment Method:
Payment Method: Bill to Account
Account Number: 1000492289
This order is made pursuant to:

Order Confirmation Contact (#28)
Contact Name:Morgan, Hilori
Email:hmorgan@lexingtonky.gov

ProFlex Multiple Location Details

Account Number	Account Name	Account Address	Action
1000492289	LEXINGTON FAYETTE URBAN COUNTY	200 E MAIN ST FL 2 LEXINGTON KY 40507-1310 US	New

ProFlex Product Details

Quantity	Unit	Service Material #	Description
1	Each	41308780	CLEAR Proflex
4	Seats	41859364	CLEAR Government Investigations Advanced

Account Contacts

Contact Name		Email Address	Customer Type Description

Sub Material	Quantity	Active Subscription to be Lapsed
41859364	4	CLEAR Government Investigations Advanced

Charges During Minimum Term

Material #	Product Name	Monthly Year 1 Charges	% incr Yr 1-2*	Monthly Year 2 Charges	% incr Yr 2-3*	Monthly Year 3 Charges	% incr Yr 3 4*	Monthly Year 4 Charges	% incr Yr 4-5*	Monthly Year 5 Charges
41308780	CLEAR Proflex	$665.62	5.00	$698.90	5.00	$733.84	N/A	$N/A	N/A	$N/A

Charges During Minimum Term

Pricing is displayed only for the years included in the Minimum Term. Years without pricing in above grid are not included in the Minimum Term. Refer to your Order Form for the Post Minimum Term pricing

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0257-25

File ID:	0257-25	**Type:**	Resolution	**Status:**	Approved
Version:	2	**Contract #:**	082-2025	**In Control:**	Urban County Council
				File Created:	03/05/2025
File Name:	Castlewood Community Center Art Project			**Final Action:**	03/20/2025

Title: A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute an Agreement with I Was Here, Inc., to fund a public art project, with funds from the Percent for Art Fund, through the Public Art Commission's Collaborative Grant Program, in an amount not to exceed $51,323. [Office of the Mayor, Lyons]

Notes: SAF in CCO. Returned via scans to Heather Lyons 3/28/2025. MS

Sponsors:		**Enactment Date:**	03/20/2025
Attachments:	I Was Here council memo March 2025, March 5 Clean Copy 3 I Was Here GRANT AWARD AGREEMENT (4910-1142-4285), Signed Agreement - I Was Here March 2025, RESO 0257-25 Pub. Art - I Was Here 4935-4364-8043 v.1.docx, R-129-2025, Contract #082-2025	**Enactment Number:**	R-129-2025
Deed #:		**Hearing Date:**	
Drafter:		**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
2	Urban County Council Work Session	03/18/2025	Approved and Referred to Docket	Urban County Council	03/20/2025		Pass
2	Urban County Council	03/20/2025	Received First Reading	Urban County Council	03/20/2025		
2	Urban County Council	03/20/2025	Suspended Rules for Second Reading				Pass
2	Urban County Council	03/20/2025	Approved				Pass

Text of Legislative File 0257-25

Title

A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute an Agreement with I Was Here, Inc., to fund a public art project, with funds from the Percent

for Art Fund, through the Public Art Commission's Collaborative Grant Program, in an amount not to exceed $51,323. [Office of the Mayor, Lyons]

Summary

Authorization to execute an Agreement to provide I Was Here, Inc. a Public Art Commission Collaborative Grant in the amount of $51,323 for installation of a public art project created by I Was Here, Inc. in the Castlewood Community Center for a period of 18 months. Funds are Budgeted. (L0257-25)(Lyons)

Budgetary Implications [select]: Yes

Advance Document Review:

Law: { Select Yes, Completed by [Tiffany Holsky, 3/5/2025]}

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

Fully Budgeted [select]: Yes

Account Number: 2613-134201-1428-71299

This Fiscal Year Impact: $51,323

Annual Impact: $N/A

Project: PUBLIC_ART_2023

Activity:

Budget Reference:

Current Balance: $451,679.80

TO: Mayor Linda Gorton
Urban County Council Members

FROM: CC: DATE: Heather Lyons, Mayor's Office

Tyler Scott, Chief of Staff

DATE: March 5, 2025

SUBJECT: PSA for I Was Here Public Art Project

Authorization to: Provide funding support to a Public Art Project created by I Was Here for installation in the Castlewood Community Center.

Why are you requesting? To support the installation of the I Was Here artwork in three locations inside the Castlewood Community Art Center as part of the Public Art Commission's Collaborative Grant Program. Funding from the Percent for Art Fund supplements funds from I Was Here and supports the production costs and installation of the works of art to be installed.

The Grantee agrees to install the artwork at the Castlewood Community Center, for an eighteen (18) month period. Following the de-installation of the artwork at Castlewood Community Center, Grantee will remain caretakers for the artwork, and shall actively seek, manage, and pay for all future installations for the artwork in other Government-owned and/or managed properties. This obligation shall last for a period not to exceed two (2) years from the date of the conclusion of the Initial Installation Period, unless extended by mutual written agreement of the parties.

If, through any cause, the Grantee shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if the Grantee shall violate any of the covenants, agreements, or stipulations of this Agreement, the Government shall provide the Grantee or thirty (30) calendar days to address the deficiency or violation.

Department needs this action completed because: I Was Here successfully applied to the Public Art Commission for funding support for this project at the Castlewood Community Center.

What is the cost in this budget year and future budget years? The cost for FY25 is $51,323. There will be no additional costs in future budget years.

Are the funds budgeted? YES

Account number: 2613-134201-1428-71299

File Number: 0257-25

Director/Commissioner: Heather Lyons

GRANT AWARD AGREEMENT

Percent for Art Fund Grant Collaborative Program

THIS AGREEMENT, made and entered into on the _____ day of _____ 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 the Public Art Commission, and I Was Here, Inc. (hereinafter "Grantee"), 269 West Main Street, Suite 200 Lexington, KY 40507.

W I T N E S S E T H:

WHEREAS, the Government, through the Public Arts Commission, has funds available through the Percent for Art Resolution (535-2018) to financially support public art to be placed on the property owned by the Government, as designated by the Government; and

WHEREAS, the Grantee, has been selected to create public art or installation; and

WHEREAS, the Grantee may use the grant funds to pay for the planning, design, fabrication, and installation, of the approved public art project or installation; and

WHEREAS, the Grantee's grant application has been reviewed and selected for funding by the Public Art Commission in accordance with Sections 2-455 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 Grantee agrees to install the artwork at the Castlewood Community Center, for an eighteen (18) month period ("Initial Installation Period"). Following the de-installation of the artwork at Castlewood Community Center, Grantee shall safely and appropriately store and remain caretakers for the artwork, and shall actively seek, manage, and pay for all future installations for the artwork in other Government-owned and/or managed properties. This obligation shall last for a period not to exceed two (2) years from the date of the conclusion of the Initial Installation Period, unless extended by mutual written agreement of the parties ("Re-Installation Period"). For the purposes of this Agreement, the "project" (as used herein) includes both the initial installation of the artwork at Castlewood Community Center and subsequent future installations of the artwork during the Re-Installation Period.

The Grantee agrees to complete the obligations of this agreement within the periods set forth herein. The Grantee agrees to obtain written approval from the Program

Administrator for any time extensions. Failure to gain written approval prior to making changes may lead to termination of the Agreement for cause pursuant to Paragraph (24) herein below.

(2) The term of this Agreement shall be from the date of this Agreement until the conclusion of the Re-installation Period outlined herein, unless extended by mutual written agreement of the parties.

(3) The Government hereby grants the Grantee the sum of **$51,323** (hereinafter "the Grant"), for use in implementing the Castlewood Community Center project elements as listed in the Proposal/Scope of Work ("Attachment A") which is incorporated herein by reference as if fully set out herein.

The Grantee agrees to use the Grant only for the Castlewood Community Center portion of the project. Grantee shall not use the Grant for any services provided during the Re-Installation Period. Grantee shall pay for all future installations and de-installations of the artwork in other Government-owned and/or managed properties.

(4) The Grantee agrees to match the Grant with in-kind donations and/or funds equal to or greater than 20% of the total Castlewood Community Center project cost.

(5) The Grantee agrees to provide $1000 for maintenance services to the LFUCG Public Art Maintenance Fund held at Blue Grass Community Foundation.

(6) For the Castlewood Community Center portion of the project, the Grantee agrees to provide the Government with a status report detailing installation dates and times, and an invoice for the first grant payment as well as a Project Final Report, and an invoice, within thirty (30) calendar days of the completion of the Castlewood Community Center project elements following a standardized format to be provided by the Government summarizing all work completed and detailing the total grant expenditures.

(7) Upon the Program Administrator, Heather Lyons, receiving satisfactory Project Status Reports and invoices from the Grantee, as well as approval of the final report from the Grantee, the Grant to the Grantee shall be disbursed in the following manner:

- 1st payment (75%) of $38,492 to be provided upon receipt of the first report providing dates for installation and an invoice.
- Final Payment (25%) of $12,831, to be provided upon completion of all installations at Castlewood Community Center, and receipt of final report, photo documentation, and invoice.

(8) The Grantee and Government agree that the artwork approved by the Public Art Commission is considered a purchase and shall be and remain the property of the Government.

(9) The Government shall have the discretion to retrieve the artwork at any time. If Grantee fails to install the artwork at other Government locations after the Castlewood Community Center installation, the Government may retrieve the artwork.

(10) The Grantee shall arrange for the transportation and installation of the artwork in coordination with appropriate Government authorities. Prior to installation, the Grantee shall inspect the site and ensure its readiness for the artwork. The Grantee shall also supervise all installations and de-installations of the artwork.

(11) The Government agrees to allow the Grantee to install the public art or installation on the relevant property. The Government retains discretion and control regarding the use of the relevant property. The Government agrees to allow the Grantee access to the relevant property to perform all requirements placed upon the Grantee under this Agreement, including all required maintenance of the grant-funded art and reporting requirements. The Grantee agrees to allow the Government access to perform monitoring of the project elements for compliance with this Agreement.

(12) Grantee shall protect and safeguard the artwork while in its possession or control including during transport of the artwork to and from Government locations with at least the same degree of care as Grantee uses to protect its own objects and other comparable objects in its possession or control [including providing suitable environmental controls] but in no event with less than a level of care standard in the industry for such works. This shall include maintaining constant and adequate protection of the artwork from all hazards, including but not limited to: fire; water or humidity; insects; dirt; and theft; and from mishandling by unauthorized or inexperienced persons, or by the public. Grantee shall at all times keep the artwork clean and in a condition suitable for display but shall not make any repairs or conservation of the artwork without the prior written consent of Government. Grantee shall promptly notify the Government of loss of or damage to the artwork. Grantee shall not lend the artwork or otherwise transfer it to a third party

(13) The Grantee agrees to comply with all applicable local, state, and federal rules, regulations, ordinances, and laws in the implementation of the project.

(14) 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.

(15) The Grantee agrees to obtain written approval from the Program Administrator for any proposed changes to the public art or installation 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 (24) herein below.

(16) The Grantee understands that the Grant shown herein in Paragraph (3) 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 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 Program Administrator with a complete and detailed written explanation of any proposed changes, and the reasons for those changes.

(17) This Agreement may not be modified except by written agreement of the Government and the Grantee.

(18) 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.

(19) The Grantee agrees to allow the Government to publicize the Grantee's project through the Government's website and other media.

(20) The Grantee agrees to reference the Lexington-Fayette Urban County Government's Public Arts Commission and the Percent for Art Fund as a source of funding for the project on any permanent signage or educational brochures, presentations, websites, etc. produced using grant monies.

(21) The Grantee is solely responsible for assuring that adequate and appropriate insurance or other necessary coverage is maintained during the term of this Agreement.

(22) The Grantee shall provide equal opportunity in employment as required by applicable federal, state, and local laws, regulations, and ordinances.

(23) The Government assumes no responsibility whatsoever in the Grantee's project activities. Grantee 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 its 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 Public Arts Commission. Notwithstanding the foregoing, Grantee shall not be required to indemnify or hold harmless Government against claims, suits, damages, costs, or losses, arising from activities carried out pursuant to this Agreement, the Grant award, or the Public Arts Commission caused solely by the active negligence or willful misconduct of Government.

(24) If, through any cause, the Grantee shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if the Grantee shall violate any of the covenants, agreements, or stipulations of this Agreement, the Government shall provide the Grantee or thirty (30) calendar days to address the deficiency or violation. If the Grantee 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.

(25) The Grantee's sole remedy for a breach of this Agreement by the Government shall be limited to the amount of the Grant.

(26) Government's remedies for a breach of this Agreement by Grantee shall only be enforced against Grantee.

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

[SIGNATURE PAGE TO FOLLOW]

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

BY: _____

LINDA GORTON, MAYOR

ATTEST:

_____

CLERK, URBAN COUNTY COUNCIL

Grantee: _____

BY: _____

NAME: _____

TITLE: _____

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 _____, 2025.

My commission expires: _____.

_____
NOTARY PUBLIC

GRANT AWARD AGREEMENT

Percent for Art Fund Grant Collaborative Program

Scope of Work - Attachment A

Artist's Obligations:

The Grantee shall perform all services and furnish, or contract with, suitable vendors to perform services and furnish, at its sole expense, all supplies, fabrication, transportation, installation, and supervision of the Artwork as detailed in their proposal to the Public Art Commission.

All services must be performed in a professional and safe manner by qualified professionals and by licensed contractors as required by law. All services must be performed in strict compliance with all terms and conditions in this Agreement.

The artwork to be installed at the Castlewood Community Center, for an 18-month period, includes:

- Four (4) - 50" x 51" Aluminum Prints (images attached)
- Two (2) - 8" x 55.5" Aluminum Prints (images attached)
- Two (2) - 77" x 63" Fabric Prints (images attached)

The Grantee shall arrange for the transportation and installation of the Artwork in coordination with appropriate LFUCG authorities. Prior to installation, the Grantee must inspect the site and ensure its readiness for the artwork. The Grantee will also supervise all installation and de-installations of the work.

The Grantee must provide a first report form with notification of all confirmed installation dates, as well as the invoice for the first payment and upon completion of installation, the Grantee must submit a final report with photo documentation and final invoice.

Upon receipt of the first grant payment to the Grantee, the Grantee agrees to provide $1000 to the LFUCG's Public Art Maintenance Fund, held by the Blue Grass Community Foundation. Payments to the fund must be made via check to the Blue Grass Community Foundation with "Lexington Public Art Maintenance Fund" in the memo line.

Grantee must acknowledge the LFUCG Public Art Commission and Percent for Art Fund in all marketing, promotion, and publicity regarding the Castlewood Community Center installation and any future installations of the work in other LFUCG properties.

The Grantee acknowledges that with the grant payment, the artwork becomes the property of the LFUCG and that the artwork is for the sole use of the LFUCG. Any other loans or uses of the artwork must be requested in writing and approved by the Public Art Commission.

Upon de-installation of the artwork from the Castlewood Community Center, the Grantee agrees to responsibly and safely store the artwork and to actively seek additional installation opportunities at other LFUCG-owned or managed facilities for a period of two (2) years.

The Grantee agrees to pay for and supervise all future installations and de-installations of this artwork at other LUFCG-owned or managed properties. The Grantee acknowledges that the LFUCG may request the temporary or permanent return of the artwork at any time.

LFUCG's Obligations

The LFUCG shall pay to the Grantee a total not to exceed **$51,323.**

As previously noted, the LFUCG's payments will be divided into two portions upon the receipt of reports and invoices.

Upon mutually agreed upon times, the LFUCG will make the site available to the Grantee for site inspection and for installation and de-installation of the artwork.

The LFUCG will include the artwork on the Public Art Map and will provide the appropriate artist and Grantee acknowledgment.

GRANT AWARD AGREEMENT

Percent for Art Fund Grant Collaborative Program

THIS AGREEMENT, made and entered into on the 6 day of March 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 the Public Art Commission, and I Was Here, Inc. (hereinafter "Grantee"), 269 West Main Street, Suite 200 Lexington, KY 40507.

WITNESSETH:

WHEREAS, the Government, through the Public Arts Commission, has funds available through the Percent for Art Resolution (535-2018) to financially support public art to be placed on the property owned by the Government, as designated by the Government; and

WHEREAS, the Grantee, has been selected to create public art or installation; and

WHEREAS, the Grantee may use the grant funds to pay for the planning, design, fabrication, and installation, of the approved public art project or installation; and

WHEREAS, the Grantee's grant application has been reviewed and selected for funding by the Public Art Commission in accordance with Sections 2-455 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 Grantee agrees to install the artwork at the Castlewood Community Center, for an eighteen (18) month period ("Initial Installation Period"). Following the de-installation of the artwork at Castlewood Community Center, Grantee shall safely and appropriately store and remain caretakers for the artwork, and shall actively seek, manage, and pay for all future installations for the artwork in other Government-owned and/or managed properties. This obligation shall last for a period not to exceed two (2) years from the date of the conclusion of the Initial Installation Period, unless extended by mutual written agreement of the parties ("Re-Installation Period"). For the purposes of this Agreement, the "project" (as used herein) includes both the initial installation of the artwork at Castlewood Community Center and subsequent future installations of the artwork during the Re-Installation Period.

The Grantee agrees to complete the obligations of this agreement within the periods set forth herein. The Grantee agrees to obtain written approval from the Program

Administrator for any time extensions. Failure to gain written approval prior to making changes may lead to termination of the Agreement for cause pursuant to Paragraph (24) herein below.

(2) The term of this Agreement shall be from the date of this Agreement until the conclusion of the Re-installation Period outlined herein, unless extended by mutual written agreement of the parties.

(3) The Government hereby grants the Grantee the sum of **$51,323** (hereinafter "the Grant"), for use in implementing the Castlewood Community Center project elements as listed in the Proposal/Scope of Work ("Attachment A") which is incorporated herein by reference as if fully set out herein.

The Grantee agrees to use the Grant only for the Castlewood Community Center portion of the project. Grantee shall not use the Grant for any services provided during the Re- Installation Period. Grantee shall pay for all future installations and de-installations of the artwork in other Government-owned and/or managed properties.

(4) The Grantee agrees to match the Grant with in-kind donations and/or funds equal to or greater than 20% of the total Castlewood Community Center project cost.

(5) The Grantee agrees to provide $1000 for maintenance services to the LFUCG Public Art Maintenance Fund held at Blue Grass Community Foundation.

(6) For the Castlewood Community Center portion of the project, the Grantee agrees to provide the Government with a status report detailing installation dates and times, and an invoice for the first grant payment as well as a Project Final Report, and an invoice, within thirty (30) calendar days of the completion of the Castlewood Community Center project elements following a standardized format to be provided by the Government summarizing all work completed and detailing the total grant expenditures.

(7) Upon the Program Administrator, Heather Lyons, receiving satisfactory Project Status Reports and invoices from the Grantee, as well as approval of the final report from the Grantee, the Grant to the Grantee shall be disbursed in the following manner:

- 1st payment (75%) of $38,492 to be provided upon receipt of the first report providing dates for installation and an invoice.
- Final Payment (25%) of $12,831, to be provided upon completion of all installations at Castlewood Community Center, and receipt of final report, photo documentation, and invoice.

(8) The Grantee and Government agree that the artwork approved by the Public Art Commission is considered a purchase and shall be and remain the property of the Government.

(9) The Government shall have the discretion to retrieve the artwork at any time. If Grantee fails to install the artwork at other Government locations after the Castlewood Community Center installation, the Government may retrieve the artwork.

(10) The Grantee shall arrange for the transportation and installation of the artwork in coordination with appropriate Government authorities. Prior to installation, the Grantee shall inspect the site and ensure its readiness for the artwork. The Grantee shall also supervise all installations and de-installations of the artwork.

(11) The Government agrees to allow the Grantee to install the public art or installation on the relevant property. The Government retains discretion and control regarding the use of the relevant property. The Government agrees to allow the Grantee access to the relevant property to perform all requirements placed upon the Grantee under this Agreement, including all required maintenance of the grant-funded art and reporting requirements. The Grantee agrees to allow the Government access to perform monitoring of the project elements for compliance with this Agreement.

(12) Grantee shall protect and safeguard the artwork while in its possession or control including during transport of the artwork to and from Government locations with at least the same degree of care as Grantee uses to protect its own objects and other comparable objects in its possession or control [including providing suitable environmental controls] but in no event with less than a level of care standard in the industry for such works. This shall include maintaining constant and adequate protection of the artwork from all hazards, including but not limited to: fire; water or humidity; insects; dirt; and theft; and from mishandling by unauthorized or inexperienced persons, or by the public. Grantee shall at all times keep the artwork clean and in a condition suitable for display but shall not make any repairs or conservation of the artwork without the prior written consent of Government. Grantee shall promptly notify the Government of loss of or damage to the artwork. Grantee shall not lend the artwork or otherwise transfer it to a third party

(13) The Grantee agrees to comply with all applicable local, state, and federal rules, regulations, ordinances, and laws in the implementation of the project.

(14) 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.

(15) The Grantee agrees to obtain written approval from the Program Administrator for any proposed changes to the public art or installation 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 (24) herein below.

(16) The Grantee understands that the Grant shown herein in Paragraph (3) 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 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 Program Administrator with a complete and detailed written explanation of any proposed changes, and the reasons for those changes.

(17) This Agreement may not be modified except by written agreement of the Government and the Grantee.

(18) 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.

(19) The Grantee agrees to allow the Government to publicize the Grantee's project through the Government's website and other media.

(20) The Grantee agrees to reference the Lexington-Fayette Urban County Government's Public Arts Commission and the Percent for Art Fund as a source of funding for the project on any permanent signage or educational brochures, presentations, websites, etc. produced using grant monies.

(21) The Grantee is solely responsible for assuring that adequate and appropriate insurance or other necessary coverage is maintained during the term of this Agreement.

(22) The Grantee shall provide equal opportunity in employment as required by applicable federal, state, and local laws, regulations, and ordinances.

(23) The Government assumes no responsibility whatsoever in the Grantee's project activities. Grantee 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 its 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 Public Arts Commission. Notwithstanding the foregoing, Grantee shall not be required to indemnify or hold harmless Government against claims, suits, damages, costs, or losses, arising from activities carried out pursuant to this Agreement, the Grant award, or the Public Arts Commission caused solely by the active negligence or willful misconduct of Government.

(24) If, through any cause, the Grantee shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if the Grantee shall violate any of the covenants, agreements, or stipulations of this Agreement, the Government shall provide the Grantee or thirty (30) calendar days to address the deficiency or violation. If the Grantee 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.

(25) The Grantee's sole remedy for a breach of this Agreement by the Government shall be limited to the amount of the Grant.

(26) Government's remedies for a breach of this Agreement by Grantee shall only be enforced against Grantee.

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

[SIGNATURE PAGE TO FOLLOW]

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

BY: _____

LINDA GORTON, MAYOR

ATTEST:

_____

CLERK, URBAN COUNTY COUNCIL

Grantee: _____ I was Here

BY: Marjorie Guyon

NAME: Marjorie Guyon

TITLE: Artist

The foregoing Agreement was subscribed, sworn to and acknowledged before me by Marjorie Guyon, as the duly authorized representative for and on behalf of I was Here, on this the 6th day of March, 2025.

My commission expires: 07/08/2082.

_____

NOTARY PUBLIC

Logan Ratcliff
Notary Public ID No KYNP60971
State at Large, Kentucky
My Commission Expires on 7/8/28

4910-1142-4285

GRANT AWARD AGREEMENT

Percent for Art Fund Grant Collaborative Program

Scope of Work - Attachment A

Artist's Obligations:

The Grantee shall perform all services and furnish, or contract with, suitable vendors to perform services and furnish, at its sole expense, all supplies, fabrication, transportation, installation, and supervision of the Artwork as detailed in their proposal to the Public Art Commission.

All services must be performed in a professional and safe manner by qualified professionals and by licensed contractors as required by law. All services must be performed in strict compliance with all terms and conditions in this Agreement.

The artwork to be installed at the Castlewood Community Center, for an 18-month period, includes:

- Four (4) - 50" x 51" Aluminum Prints (images attached)
- Two (2) - 8" x 55.5" Aluminum Prints (images attached)
- Two (2) - 77" x 63" Fabric Prints (images attached)

The Grantee shall arrange for the transportation and installation of the Artwork in coordination with appropriate LFUCG authorities. Prior to installation, the Grantee must inspect the site and ensure its readiness for the artwork. The Grantee will also supervise all installation and de-installations of the work.

The Grantee must provide a first report form with notification of all confirmed installation dates, as well as the invoice for the first payment and upon completion of installation, the Grantee must submit a final report with photo documentation and final invoice.

Upon receipt of the first grant payment to the Grantee, the Grantee agrees to provide $1000 to the LFUCG's Public Art Maintenance Fund, held by the Blue Grass Community Foundation. Payments to the fund must be made via check to the Blue Grass Community Foundation with "Lexington Public Art Maintenance Fund" in the memo line.

Grantee must acknowledge the LFUCG Public Art Commission and Percent for Art Fund in all marketing, promotion, and publicity regarding the Castlewood Community Center installation and any future installations of the work in other LFUCG properties.

The Grantee acknowledges that with the grant payment, the artwork becomes the property of the LFUCG and that the artwork is for the sole use of the LFUCG. Any other loans or uses of the artwork must be requested in writing and approved by the Public Art Commission.

Upon de-installation of the artwork from the Castlewood Community Center, the Grantee agrees to responsibly and safely store the artwork and to actively seek additional installation opportunities at other LFUCG-owned or managed facilities for a period of two (2) years.

The Grantee agrees to pay for and supervise all future installations and de-installations of this artwork at other LUFCG-owned or managed properties. The Grantee acknowledges that the LFUCG may request the temporary or permanent return of the artwork at any time.

LFUCG's Obligations

The LFUCG shall pay to the Grantee a total not to exceed **$51,323.**

As previously noted, the LFUCG's payments will be divided into two portions upon the receipt of reports and invoices.

Upon mutually agreed upon times, the LFUCG will make the site available to the Grantee for site inspection and for installation and de-installation of the artwork.

The LFUCG will include the artwork on the Public Art Map and will provide the appropriate artist and Grantee acknowledgment.

RESOLUTION NO. _____ - 2025

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT WITH I WAS HERE, INC., TO FUND A PUBLIC ART PROJECT, WITH FUNDS FROM THE PERCENT FOR ART FUND, THROUGH THE PUBLIC ART COMMISSION'S COLLABORATIVE GRANT PROGRAM, IN AN AMOUNT NOT TO EXCEED $51,323.00.

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, with I Was Here, Inc., to fund a public art project, with funds from the Percent for Art Fund, through the Public Art Commission's Collaborative Grant Program, in an amount not to exceed $51,323.00.

Section 2 - That an amount, not to exceed the sum of $51,323.00, be and hereby is approved for payment to I Was Here, Inc. from account #2613-134201-71299.

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
0257-25:TAH:4935-4364-8043, v. 1

RESOLUTION NO. 129 - 2025

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT WITH I WAS HERE, INC., TO FUND A PUBLIC ART PROJECT, WITH FUNDS FROM THE PERCENT FOR ART FUND, THROUGH THE PUBLIC ART COMMISSION'S COLLABORATIVE GRANT PROGRAM, IN AN AMOUNT NOT TO EXCEED $51,323.00.

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, with I Was Here, Inc., to fund a public art project, with funds from the Percent for Art Fund, through the Public Art Commission's Collaborative Grant Program, in an amount not to exceed $51,323.00.

Section 2 - That an amount, not to exceed the sum of $51,323.00, be and hereby is approved for payment to I Was Here, Inc. from account #2613-134201-71299.

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

PASSED URBAN COUNTY COUNCIL: March 20, 2025

Linda Gorton

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0257-25:TAH:4935-4364-8043, v. 1

GRANT AWARD AGREEMENT

Percent for Art Fund Grant Collaborative Program

THIS AGREEMENT, made and entered into on the 6 day of March 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 the Public Art Commission, and I Was Here, Inc. (hereinafter "Grantee"), 269 West Main Street, Suite 200 Lexington, KY 40507.

WITNESSETH:

WHEREAS, the Government, through the Public Arts Commission, has funds available through the Percent for Art Resolution (535-2018) to financially support public art to be placed on the property owned by the Government, as designated by the Government; and

WHEREAS, the Grantee, has been selected to create public art or installation; and

WHEREAS, the Grantee may use the grant funds to pay for the planning, design, fabrication, and installation, of the approved public art project or installation; and

WHEREAS, the Grantee's grant application has been reviewed and selected for funding by the Public Art Commission in accordance with Sections 2-455 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 Grantee agrees to install the artwork at the Castlewood Community Center, for an eighteen (18) month period ("Initial Installation Period"). Following the de-installation of the artwork at Castlewood Community Center, Grantee shall safely and appropriately store and remain caretakers for the artwork, and shall actively seek, manage, and pay for all future installations for the artwork in other Government-owned and/or managed properties. This obligation shall last for a period not to exceed two (2) years from the date of the conclusion of the Initial Installation Period, unless extended by mutual written agreement of the parties ("Re-Installation Period"). For the purposes of this Agreement, the "project" (as used herein) includes both the initial installation of the artwork at Castlewood Community Center and subsequent future installations of the artwork during the Re-Installation Period.

The Grantee agrees to complete the obligations of this agreement within the periods set forth herein. The Grantee agrees to obtain written approval from the Program

Administrator for any time extensions. Failure to gain written approval prior to making changes may lead to termination of the Agreement for cause pursuant to Paragraph (24) herein below.

(2) The term of this Agreement shall be from the date of this Agreement until the conclusion of the Re-installation Period outlined herein, unless extended by mutual written agreement of the parties.

(3) The Government hereby grants the Grantee the sum of **$51,323** (hereinafter "the Grant"), for use in implementing the Castlewood Community Center project elements as listed in the Proposal/Scope of Work ("Attachment A") which is incorporated herein by reference as if fully set out herein.

The Grantee agrees to use the Grant only for the Castlewood Community Center portion of the project. Grantee shall not use the Grant for any services provided during the Re- Installation Period. Grantee shall pay for all future installations and de-installations of the artwork in other Government-owned and/or managed properties.

(4) The Grantee agrees to match the Grant with in-kind donations and/or funds equal to or greater than 20% of the total Castlewood Community Center project cost.

(5) The Grantee agrees to provide $1000 for maintenance services to the LFUCG Public Art Maintenance Fund held at Blue Grass Community Foundation.

(6) For the Castlewood Community Center portion of the project, the Grantee agrees to provide the Government with a status report detailing installation dates and times, and an invoice for the first grant payment as well as a Project Final Report, and an invoice, within thirty (30) calendar days of the completion of the Castlewood Community Center project elements following a standardized format to be provided by the Government summarizing all work completed and detailing the total grant expenditures.

(7) Upon the Program Administrator, Heather Lyons, receiving satisfactory Project Status Reports and invoices from the Grantee, as well as approval of the final report from the Grantee, the Grant to the Grantee shall be disbursed in the following manner:

- 1st payment (75%) of $38,492 to be provided upon receipt of the first report providing dates for installation and an invoice.
- Final Payment (25%) of $12,831, to be provided upon completion of all installations at Castlewood Community Center, and receipt of final report, photo documentation, and invoice.

(8) The Grantee and Government agree that the artwork approved by the Public Art Commission is considered a purchase and shall be and remain the property of the Government.

(9) The Government shall have the discretion to retrieve the artwork at any time. If Grantee fails to install the artwork at other Government locations after the Castlewood Community Center installation, the Government may retrieve the artwork.

(10) The Grantee shall arrange for the transportation and installation of the artwork in coordination with appropriate Government authorities. Prior to installation, the Grantee shall inspect the site and ensure its readiness for the artwork. The Grantee shall also supervise all installations and de-installations of the artwork.

(11) The Government agrees to allow the Grantee to install the public art or installation on the relevant property. The Government retains discretion and control regarding the use of the relevant property. The Government agrees to allow the Grantee access to the relevant property to perform all requirements placed upon the Grantee under this Agreement, including all required maintenance of the grant-funded art and reporting requirements. The Grantee agrees to allow the Government access to perform monitoring of the project elements for compliance with this Agreement.

(12) Grantee shall protect and safeguard the artwork while in its possession or control including during transport of the artwork to and from Government locations with at least the same degree of care as Grantee uses to protect its own objects and other comparable objects in its possession or control [including providing suitable environmental controls] but in no event with less than a level of care standard in the industry for such works. This shall include maintaining constant and adequate protection of the artwork from all hazards, including but not limited to: fire; water or humidity; insects; dirt; and theft; and from mishandling by unauthorized or inexperienced persons, or by the public. Grantee shall at all times keep the artwork clean and in a condition suitable for display but shall not make any repairs or conservation of the artwork without the prior written consent of Government. Grantee shall promptly notify the Government of loss of or damage to the artwork. Grantee shall not lend the artwork or otherwise transfer it to a third party

(13) The Grantee agrees to comply with all applicable local, state, and federal rules, regulations, ordinances, and laws in the implementation of the project.

(14) 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.

(15) The Grantee agrees to obtain written approval from the Program Administrator for any proposed changes to the public art or installation 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 (24) herein below.

(16) The Grantee understands that the Grant shown herein in Paragraph (3) 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 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 Program Administrator with a complete and detailed written explanation of any proposed changes, and the reasons for those changes.

(17) This Agreement may not be modified except by written agreement of the Government and the Grantee.

(18) 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.

(19) The Grantee agrees to allow the Government to publicize the Grantee's project through the Government's website and other media.

(20) The Grantee agrees to reference the Lexington-Fayette Urban County Government's Public Arts Commission and the Percent for Art Fund as a source of funding for the project on any permanent signage or educational brochures, presentations, websites, etc. produced using grant monies.

(21) The Grantee is solely responsible for assuring that adequate and appropriate insurance or other necessary coverage is maintained during the term of this Agreement.

(22) The Grantee shall provide equal opportunity in employment as required by applicable federal, state, and local laws, regulations, and ordinances.

(23) The Government assumes no responsibility whatsoever in the Grantee's project activities. Grantee 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 its 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 Public Arts Commission. Notwithstanding the foregoing, Grantee shall not be required to indemnify or hold harmless Government against claims, suits, damages, costs, or losses, arising from activities carried out pursuant to this Agreement, the Grant award, or the Public Arts Commission caused solely by the active negligence or willful misconduct of Government.

(24) If, through any cause, the Grantee shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if the Grantee shall violate any of the covenants, agreements, or stipulations of this Agreement, the Government shall provide the Grantee or thirty (30) calendar days to address the deficiency or violation. If the Grantee 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.

(25) The Grantee's sole remedy for a breach of this Agreement by the Government shall be limited to the amount of the Grant.

(26) Government's remedies for a breach of this Agreement by Grantee shall only be enforced against Grantee.

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

[SIGNATURE PAGE TO FOLLOW]

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

BY: Linda Gorton

LINDA GORTON, MAYOR

ATTEST:

MacKenzie Stock

CLERK, URBAN COUNTY COUNCIL

Deputy

Grantee: I Was Here

BY: Marjorie Guyon

NAME: Marjorie Guyon

TITLE: Artist

The foregoing Agreement was subscribed, sworn to and acknowledged before me by Marjorie Guyon, as the duly authorized representative for and on behalf of I Was Here, on this the 6th day of March, 2025.

My commission expires: 07/08/2082.

NOTARY PUBLIC

Logan Ratcliff
Notary Public ID No KYNP59971
State at Large, Kentucky
My Commission Expires on 7/8/28

4910-1142-4285

GRANT AWARD AGREEMENT

Percent for Art Fund Grant Collaborative Program

Scope of Work - Attachment A

Artist's Obligations:

The Grantee shall perform all services and furnish, or contract with, suitable vendors to perform services and furnish, at its sole expense, all supplies, fabrication, transportation, installation, and supervision of the Artwork as detailed in their proposal to the Public Art Commission.

All services must be performed in a professional and safe manner by qualified professionals and by licensed contractors as required by law. All services must be performed in strict compliance with all terms and conditions in this Agreement.

The artwork to be installed at the Castlewood Community Center, for an 18-month period, includes:

- Four (4) - 50" x 51" Aluminum Prints (images attached)
- Two (2) - 8" x 55.5" Aluminum Prints (images attached)
- Two (2) - 77" x 63" Fabric Prints (images attached)

The Grantee shall arrange for the transportation and installation of the Artwork in coordination with appropriate LFUCG authorities. Prior to installation, the Grantee must inspect the site and ensure its readiness for the artwork. The Grantee will also supervise all installation and de-installations of the work.

The Grantee must provide a first report form with notification of all confirmed installation dates, as well as the invoice for the first payment and upon completion of installation, the Grantee must submit a final report with photo documentation and final invoice.

Upon receipt of the first grant payment to the Grantee, the Grantee agrees to provide $1000 to the LFUCG's Public Art Maintenance Fund, held by the Blue Grass Community Foundation. Payments to the fund must be made via check to the Blue Grass Community Foundation with "Lexington Public Art Maintenance Fund" in the memo line.

Grantee must acknowledge the LFUCG Public Art Commission and Percent for Art Fund in all marketing, promotion, and publicity regarding the Castlewood Community Center installation and any future installations of the work in other LFUCG properties.

The Grantee acknowledges that with the grant payment, the artwork becomes the property of the LFUCG and that the artwork is for the sole use of the LFUCG. Any other loans or uses of the artwork must be requested in writing and approved by the Public Art Commission.

Upon de-installation of the artwork from the Castlewood Community Center, the Grantee agrees to responsibly and safely store the artwork and to actively seek additional installation opportunities at other LFUCG-owned or managed facilities for a period of two (2) years.

The Grantee agrees to pay for and supervise all future installations and de-installations of this artwork at other LUFCG-owned or managed properties. The Grantee acknowledges that the LFUCG may request the temporary or permanent return of the artwork at any time.

LFUCG's Obligations

The LFUCG shall pay to the Grantee a total not to exceed **$51,323.**

As previously noted, the LFUCG's payments will be divided into two portions upon the receipt of reports and invoices.

Upon mutually agreed upon times, the LFUCG will make the site available to the Grantee for site inspection and for installation and de-installation of the artwork.

The LFUCG will include the artwork on the Public Art Map and will provide the appropriate artist and Grantee acknowledgment.

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0261-25

File ID: 0261-25 **Type:** Resolution **Status:** Approved

Version: 2 **Contract #:** **In Control:** Urban County Council

File Created: 03/06/2025

File Name: Request Council authorization to submit an application and accept if offered to the U.S. Department of Homeland Security under the 2025 Assistance to Firefighters Grant (AFG) Program - Fire Prevention and Safety (FP&S) requesting federal funding in the am

Final Action: 03/20/2025

Title: A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute and submit a Grant Application to the U.S. Department of Homeland Security, to provide any additional information requested in connection with this Grant Application, and to accept this Grant if awarded, which Grant funds are in the amount of $25,000 in Federal funds under the 2025 Assistance to Firefighters Grant Program, to purchase smoke alarms, the acceptance of which obligates the Urban County Government to the expenditure of $1,250 as a local match, and authorizing the Mayor to transfer unencumbered funds within the Grant Budget. [Div. of Fire and Emergency Management, Wells]

Notes:

Sponsors:

Enactment Date: 03/20/2025

Attachments: 25-Blue Sheet memo AFG FPS, 261-25 homeland security grant 4924-6596-1256 v.1.docx, R-130-2025

Enactment Number: R-130-2025

Deed #:

Hearing Date:

Drafter: Katrina James

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
2	Urban County Council Work Session	03/18/2025	Approved and Referred to Docket	Urban County Council	03/20/2025		Pass
2	Urban County Council	03/20/2025	Received First Reading	Urban County Council	03/20/2025		
2	Urban County Council	03/20/2025	Suspended Rules for Second Reading				Pass
2	Urban County Council	03/20/2025	Approved				Pass

Text of Legislative File 0261-25

Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute and submit a Grant Application to the U.S. Department of Homeland Security, to provide any additional information requested in connection with this Grant Application, and to accept this Grant if awarded, which Grant funds are in the amount of $25,000 in Federal funds under the 2025 Assistance to Firefighters Grant Program, to purchase smoke alarms, the acceptance of which obligates the Urban County Government to the expenditure of $1,250 as a local match, and authorizing the Mayor to transfer unencumbered funds within the Grant Budget. [Div. of Fire and Emergency Management, Wells]

Summary

Authorization to submit an application, and accept if offered, to the U.S. Department of Homeland Security under the 2025 Assistance to Firefighters Grant Program - Fire Prevention and Safety requesting federal funding in the amount of $25,000 to purchase smoke alarms for community installation in Lexington-Fayette County. Match in the amount of $1,250 is required and requested in FY26 Budget year. (L0261-25)(Wells/Armstrong)

Budgetary Implications: Yes

Advance Document Review:

Law: N/A

Risk Management: N/A

Fully Budgeted: A Budget amendment will be completed if approved.

Account Number:

This Fiscal Year Impact: $26,250

Annual Impact: $0

Project:

Activity:

Budget Reference:

Current Balance:

MAYOR LINDA GORTON

LEXINGTON

THERESA REYNOLDS
DIRECTOR
GRANTS & SPECIAL PROGRAMS

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

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

DATE: **MARCH 6, 2025**

SUBJECT: **U.S. Department of Homeland Security Grant Application under the 2025 Assistance to Firefighters Grant- Fire Prevention and Safety for Division of Fire and Emergency Services**

Request: Council authorization to submit an application and accept if offered to the U.S. Department of Homeland Security under the 2025 Assistance to Firefighters Grant (AFG) Program - Fire Prevention and Safety (FP&S) requesting federal funding in the amount of $25,000 to purchase smoke alarms in Lexington-Fayette County. Match in the amount of $1,250 is required and requested in FY26 budget year.

Purpose of Request: The primary goal of the Assistance to Firefighters Grants (AFG) is to enhance the safety of the public and firefighters with respect to fire-related hazards. The FP&S grant program accomplishes this by assisting fire prevention programs and supporting firefighter health and safety research and development.

The FP&S Activity is designed to reach high-risk target groups and mitigate the incidence of death, injuries and property damage caused by fire and fire-related hazards. The Community Services Bureau of the Lexington Fire Department implemented a free smoke alarm installation program within our community. Smoke alarms are paramount for safeguarding lives and property against the devastating effects of fires. As an early warning system, they detect smoke and alert occupants, providing crucial seconds before a fire escalates out of control. Studies show that properly installed smoke detectors reduce the risk of fatalities and injuries in residential fires. Their presence is especially vital at night when people are most vulnerable. Smoke alarms protect households and reduce property damage. Fire prevention is the utmost priority for the Lexington Fire Department, and this grant would allow us to accomplish that mission more effectively.

What is the cost in this budget year and future budget years? $25,000 is federal funds request. LFUCG is required to provide a 5% match of match of $1,250 as requested in FY2026 budget for total cost of $26,250. Future budget years dependent on availability of grant funds.

Are the funds budgeted? A budget amendment will be completed if approved.

File Number: 0261-25

Director/Commissioner: Wells/Armstrong

RESOLUTION NO. ____-2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AND SUBMIT A GRANT APPLICATION TO THE U.S. DEPARTMENT OF HOMELAND SECURITY, TO PROVIDE ANY ADDITIONAL INFORMATION REQUESTED IN CONNECTION WITH THIS GRANT APPLICATION, AND TO ACCEPT THIS GRANT IF AWARDED, WHICH GRANT FUNDS ARE IN THE AMOUNT OF $25,000.00 IN FEDERAL FUNDS UNDER THE 2025 ASSISTANCE TO FIREFIGHTERS GRANT PROGRAM, TO PURCHASE SMOKE ALARMS, THE ACCEPTANCE OF WHICH OBLIGATES THE URBAN COUNTY GOVERNMENT TO THE EXPENDITURE OF $1,250.00 AS A LOCAL MATCH, AND AUTHORIZING THE MAYOR TO TRANSFER UNENCUMBERED FUNDS WITHIN THE GRANT BUDGET.

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

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute and submit a Grant Application, which is attached hereto and incorporated herein by reference, to the U.S. Department of Homeland Security, to provide any additional information requested in connection with this Grant Application, and to accept this Grant if awarded, which Grant funds are in the amount of $25,000.00 in federal funds, under the 2025 Assistance to Firefighters Grant Program, to purchase smoke alarms, the acceptance of which obligates the Urban County Government to the expenditure of $1,250.00 as a local match.

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
0261-25:MRS:4924-6596-1256, v. 1

RESOLUTION NO. 130-2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AND SUBMIT A GRANT APPLICATION TO THE U.S. DEPARTMENT OF HOMELAND SECURITY, TO PROVIDE ANY ADDITIONAL INFORMATION REQUESTED IN CONNECTION WITH THIS GRANT APPLICATION, AND TO ACCEPT THIS GRANT IF AWARDED, WHICH GRANT FUNDS ARE IN THE AMOUNT OF $25,000.00 IN FEDERAL FUNDS UNDER THE 2025 ASSISTANCE TO FIREFIGHTERS GRANT PROGRAM, TO PURCHASE SMOKE ALARMS, THE ACCEPTANCE OF WHICH OBLIGATES THE URBAN COUNTY GOVERNMENT TO THE EXPENDITURE OF $1,250.00 AS A LOCAL MATCH, AND AUTHORIZING THE MAYOR TO TRANSFER UNENCUMBERED FUNDS WITHIN THE GRANT BUDGET.

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

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute and submit a Grant Application, which is attached hereto and incorporated herein by reference, to the U.S. Department of Homeland Security, to provide any additional information requested in connection with this Grant Application, and to accept this Grant if awarded, which Grant funds are in the amount of $25,000.00 in federal funds, under the 2025 Assistance to Firefighters Grant Program, to purchase smoke alarms, the acceptance of which obligates the Urban County Government to the expenditure of $1,250.00 as a local match.

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

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

PASSED URBAN COUNTY COUNCIL: March 20, 2025

Linda Gorton

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0261-25:MRS:4924-6596-1256, v. 1

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0262-25

File ID:	0262-25	**Type:**	Resolution	**Status:**	Approved
Version:	1	**Contract #:**	062-2025	**In Control:**	Urban County Council
				File Created:	03/06/2025
File Name:	Blue Sky Small Area Plan			**Final Action:**	03/20/2025

Title: A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute an Agreement (RFP No. 2-2025) with Tunnell-Spangler & Associates, Inc., d/b/a TSW, for the Blue Sky Activity Center Small Area Plan, at a cost not to exceed $486,000. [Div. of Planning, Duncan]

Notes: RIO. 3/7/2025. MS

Stamped and filed in the CCO. Returned to Eve 3/21/2025. MS

Sponsors:		**Enactment Date:**	03/20/2025
Attachments:	Blue Sheet Memo Blue Sky RFP (3.11.25), Blue Sky Small Area Plan Consultant Agreement (3.5.25) (005)_TSWSigned, Exhibit A - RFP 2-2025, Exhibit B - TSW RFP Submittal, RESO 262-25-Resolution re Blue Sky Small Area Plan 4915-4932-9958 v.1.docx, R-131-2025, Contract #062-2025	**Enactment Number:**	R-131-2025
Deed #:		**Hearing Date:**	
Drafter:	Sylvia Schmonsky	**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	03/18/2025	Approved and Referred to Docket	Urban County Council	03/20/2025		Pass
1	Urban County Council	03/20/2025	Received First Reading	Urban County Council	03/20/2025		
1	Urban County Council	03/20/2025	Suspended Rules for Second Reading				Pass
1	Urban County Council	03/20/2025	Approved				Pass

Text of Legislative File 0262-25

Title

A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute

an Agreement (RFP No. 2-2025) with Tunnell-Spangler & Associates, Inc., d/b/a TSW, for the Blue Sky Activity Center Small Area Plan, at a cost not to exceed $486,000. [Div. of Planning, Duncan]

Summary

Authorization to execute an Agreement with Tunnel, Spangler, & Associates Inc, d/b/a TSW for the development of a small area plan for the Blue Sky Activity Center, located off Athens Boonesboro Road in the newly identified Urban Growth Areas. At a cost not to exceed $486,000. Funds are Budgeted. (L0262-25)(Duncan/Horn)

Budgetary Implications [select]: Yes/NO

Advance Document Review:

Law: { Select Yes/No, Completed by [Attorney Name, Date]}

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

Fully Budgeted [select]: Yes

Account Number: 1105-160701-0001-71205

This Fiscal Year Impact: $486,000

Annual Impact: $

Project: BLUE_SKY_2025

Activity: PROF_SRV

Budget Reference:

Current Balance: $500,000

MAYOR LINDA GORTON

LEXINGTON

JIM DUNCAN
DIRECTOR
PLANNING

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

FROM: **Eve Miller**
Division of Planning
Department of Planning and Preservation

CC: **Director James Duncan**
Division of Planning
Commissioner Keith Horn
Department of Planning and Preservation

DATE: **March 6, 2025**

SUBJECT: **Engagement of Services for Blue Sky Small Area Plan (RFP 2-2025)**

Request: Council authorization to execute an agreement with Tunnel, Spangler, & Associates Inc, d/b/a TSW for an amount not to exceed $486,000, for the development of a small area plan for the Blue Sky Activity Center, located off Athens Boonesboro Road in the newly identified Urban Growth Areas.

Purpose of Request: On October 31, 2024, the Planning Commission voted to adopt the Urban Growth Master Plan which included an existing conditions and market analysis, land-use recommendations, and transportation and regulatory recommendations for Urban Growth Areas, except for the Blue Sky Activity Center. The Planning Commission requested a small area plan for the site to provide an analysis of existing conditions and to identify opportunities for Blue Sky to help Lexington-Fayette County meet its current and future industrial land use needs and economic development goals. On January 24, 2025, LFUCG issued RFP 2-2025 to seek a consultant for the development of a small area plan. Tunnel, Spangler, & Associates Inc, d/b/a TSW was selected to assist LFUCG. The SAP will evaluate the existing conditions of infrastructure and the built environment as well as the natural features, resources, and physical constraints that affect the area. The SAP will specify future land-use designations, how to integrate and connect Blue Sky with other portions of the USA, and economic redevelopment opportunities.

The initial term of agreement shall commence no later than May 1, 2025, and shall finalize the project's completion on or before May 31, 2026. Either party may give written notice of its intent to terminate the agreement if the other party fails to perform in accordance with the terms hereof, provided the non-terminating party fails to cure such default within the required ten (10) day written notice period.

Cost in this Budget year and future budget years: $486,000. No additional funds are anticipated.

Are the funds budgeted? Funds of $500,000 are budgeted in of General Fund Capital Project Fund for FY 25 in 1105-160701-0001-71205.

File Number: 0262-25

Director/Commissioner: Duncan/Horn

CONSULTANT SERVICES AGREEMENT

THIS IS AN AGREEMENT made as of Wednesday, March 5, 2025, between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (**OWNER**) and TUNNEL-SPANGLER & ASSOCIATES, INC. d/b/a TSW. (**CONSULTANT**).

WHEREAS, **OWNER** intends to proceed with the Blue Sky Small Area Plan in Lexington, Kentucky as described in the attached Request for Proposal document; and

WHEREAS, the requested services are to include professional services for development of a master plan for the city ("Project") as contemplated in the **OWNER**'s Request for Proposal No. 2-2025.

WHEREAS, CONSULTANT was selected by **OWNER** based upon its response to the Request for Proposal No. 2-2025.

WHEREFORE, OWNER and **CONSULTANT** in consideration of the foregoing, the sufficiency of which is hereby acknowledged, the **OWNER** and the **CONSULTANT** agree to the following mutual covenants and conditions:

SECTION 1 - BASIC SERVICES OF CONSULTANT

CONSULTANT shall perform professional services as hereinafter stated, which shall include development of the Blue Sky Small Area Plan.

The following documents are incorporated by reference herein as if fully stated and are attached hereto as exhibits: RFP No. 2-2025 (Exhibit "A"); Consultant's Response dated February 14, 2025 (Exhibit "B"); as well as additional services labeled optional tasks "C" and "D" as identified in the consultant's response dated February 14, 2025 (Exhibit B).

To the extent there is conflict among their provisions, the provisions of this Agreement shall take precedence, followed by the provisions of Request for Proposal No. 2-2025 (Exhibit "A"), and Consultant's Response dated February 14, 2025 (Exhibit "B").

After written authorization to proceed with the **PROJECT**, **CONSULTANT** shall:

1. Notify the **OWNER** in writing of its authorized representative who shall act as Project Manager and liaison representative between the **CONSULTANT** and the **OWNER**.
2. On the basis of "Selection Criteria" in the "Request for Proposal", attached in Exhibit "A", conduct inventories and gather other necessary data or information, prepare/perform all required deliverables listed in the Request for Proposal, and the Response to the Request for Proposal. See exhibits "A", and "B", for complete listing of all deliverables, including optional tasks "C" and "D" as identified in the consultant's response dated February 14, 2025 (Exhibit B).

This Agreement together with the Exhibits identified above constitutes the entire Agreement between **OWNER** and **CONSULTANT** and supersedes all prior written or oral understandings. This Agreement and said Exhibits may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

The General Condition provisions of RFP No. 2-2025 are incorporated herein by reference as if fully stated.

SECTION 2 - ADDITIONAL SERVICES BY CONSULTANT

2.1. The **OWNER** may desire to have the **CONSULTANT** perform work or render services in connection with this Project other than provided by this Agreement. Such work shall be considered as "Additional Services", subject to a change order, supplemental to this Agreement, setting forth the character and scope thereof and the compensation therefore. Work under such change order shall not proceed until the **OWNER** gives written authorization. Should the **OWNER** find it desirable to have previously satisfactorily completed and accepted plans or parts thereof revised, the **CONSULTANT** shall make such revisions as directed, in writing, by the **OWNER**. This work shall be considered as "Additional Services" and shall be paid as such.

2.2. All "Additional Services" is subject to prior written authorization of **OWNER** and necessary appropriations made by the Lexington Fayette Urban County Council.

SECTION 3 - OWNER'S RESPONSIBILITIES

OWNER shall:

3.1. Assist **CONSULTANT** by placing at his disposal available information pertinent to the Project.

3.2. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by **CONSULTANT**, and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of **CONSULTANT**.

3.3. Designate in writing a person to act as **OWNER'S** representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define **OWNER'S** policies and decisions with respect to materials, equipment, elements and systems pertinent to **CONSULTANT'S** services.

3.4. Give written notice to **CONSULTANT** whenever **OWNER** observes or otherwise becomes aware of any development that affects the scope or timing of **CONSULTANT'S** services, or any defect in the work of Contractor(s).

3.5. Furnish or direct **CONSULTANT** to provide, necessary Additional Services as stipulated in Section Two (2) of this Agreement or other services as required.

SECTION 4 - PERIOD OF SERVICES

4.1. Time is of the essence. CONSULTANT shall commence services no later than May 1, 2025, shall finalize Project deliverables on or before April 30, 2026, and Project completion on or before May 31, 2026.

4.2. The provisions of this Section Four (4) and the various rates of compensation for **CONSULTANT'S** services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion.

SECTION 5 - PAYMENTS TO CONSULTANT

5.1 Methods of Payment for Services of CONSULTANT

5.1.1 For Basic Services.

OWNER shall pay **CONSULTANT** for services rendered a fee not exceeding $486,000. The CONSULTANT will provide services as outlined in this Agreement.

5.2 Times of Payment.

OWNER shall make payment under this Agreement upon timely submission of an invoice(s) from **CONSULTANT** specifying that the services have been performed, accompanied by data satisfactory to **OWNER** to document entitlement to payment for the services performed to date. **OWNER** shall have thirty (30) days from the date of receipt of the invoice to pay the invoice amount. **OWNER** reserves the right to refuse payment if it is determined by **OWNER** that the services performed, or materials provided for the services are inadequate or defective.

5.2. Other Provisions Concerning Payments.

5.3.1. In the event the Agreement is terminated by the **OWNER** without fault on the part of the **CONSULTANT**, the **CONSULTANT** shall be paid for the work performed or services rendered an amount bearing the same ratio to the total Agreement fee as the amount of work completed or partially completed and delivered to the **OWNER** is to the total amount of work provided for herein, as determined by mutual agreement between the **OWNER** and the **CONSULTANT**.

5.3.2. In the event the services of the **CONSULTANT** are terminated by the **OWNER** for fault on the part of the **CONSULTANT**, the **CONSULTANT** shall be paid reasonable value of the work performed or services rendered and delivered, and the amount to be paid shall be determined by the **OWNER**.

5.3.3. In the event the **CONSULTANT** shall terminate the Agreement because of gross delays caused by the **OWNER**, the **CONSULTANT** shall be paid as set forth in Section 5.3.1. above.

SECTION 6 – ADDITIONAL GENERAL CONSIDERATIONS

6.1. Termination

6.1.1. The obligation to provide further services under this Agreement may be terminated by either party upon ten (10) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, provided the non-terminating party fails to cure such default within the ten (10) day period.

6.1.2. The **OWNER** reserves the right to terminate the Agreement for any reason at any time upon ten (10) days written notice to the **CONSULTANT**.

Ownership and Reuse of Documents.

All documents, including GIS Data, Drawings and Specifications, prepared by the **CONSULTANT** pursuant to this Agreement shall be delivered to and become the property of the **OWNER**. The **OWNER** shall have the right to reuse same without restriction or limitation, but without liability or legal exposure to **CONSULTANT**.

6.2. Legal Responsibilities and Legal Relations.

6.3.1. The **CONSULTANT** shall familiarize themselves with and shall at all times comply with all federal, state and local laws, ordinances, and regulations which in any manner affect the services of this Agreement.

6.3.2. In performing the services hereunder, the **CONSULTANT** and its **CONSULTANTS**, employees, agents and representatives shall not be deemed or construed to be employees of **OWNER** in any manner whatsoever. Except as otherwise provided in this Agreement, the **CONSULTANT** shall be acting as an independent contractor. The **CONSULTANT** shall not hold itself out as, nor claim to be, an officer or employee of **OWNER** by reason hereof and shall not make any claim, demand or application to or for any right or privilege applicable to an officer or employee of **OWNER**. The **CONSULTANT** shall be solely responsible for any claims for wages or compensation by **CONSULTANT'S** employees, agents and representatives, including **CONSULTANTS**, and shall save and hold **OWNER** harmless therefrom.

6.3.3. The parties hereto agree that causes of actions between the parties shall be governed by applicable provisions of the Kentucky Revised Statues.

6.3. Successors and Assigns.

6.3.1. CONSULTANT binds itself and its partners, successors, executors, administrators, assigns and legal representatives to this Agreement in respect to all covenants, agreements and obligations of this Agreement. **CONSULTANT** shall not assign any interest, obligation or benefit in this Agreement. **CONSULTANT** shall not assign any interest, obligation or benefit in this Agreement or transfer any interest in the same, whether by assignment or novation, without prior written consent of **OWNER**.

6.3.2. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than **OWNER** and **CONSULTANT**.

6.4. Disputes.

Except as otherwise provided in this Agreement, any dispute concerning the amount of payment due the **CONSULTANT** or any dispute concerning any question of fact of any act to be performed under this Agreement, which is not disposed of by agreement between the Urban County Division of Central Purchasing and the **CONSULTANT**, shall be submitted to the Commissioner, Department of Planning and Preservation, Lexington-Fayette Urban County Government for review. The decision of the Commissioner as to the determination of such dispute shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary or so grossly erroneous as necessarily to imply bad faith. Pending a final decision of a dispute hereunder, the **CONSULTANT** shall proceed diligently with the performance of the Agreement in accordance with the directions of the **OWNER**.

6.5. Security Clause.

The **CONSULTANT** certifies that he shall not at any time release or divulge any information concerning the services covered by this Agreement to any person or any public or private organization except the **OWNER** without prior approval of the **OWNER**.

6.6. Access to Records.

The **CONSULTANTS** and their sub-**CONSULTANTS** shall maintain all books, documents, papers, and accounting records, and make such materials available at their respective offices at all reasonable times during the contract period and for three (3) years from the date of final payment under the contract for inspection by the **OWNER**, and copies thereof shall be furnished if requested. Failure to maintain such records for three (3) years after the date of final payment may be grounds for the **OWNER** to disqualify the **CONSULTANT** from consideration for future **CONSULTANT** service agreements.

6.7. Required Risk Management Provisions.
The Risk Management Provisions of RFP No. 2-2025 are incorporated herein by reference as if fully stated. Copies of the required Certificates of Insurance shall be provided to **OWNER** as required therein.

SECTION 7 - EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this service agreement, the **CONSULTANT** agrees as follows:

7.1. The **CONSULTANT** will not discriminate against any employee or application for employment because of race, color, religion, national origin, sex, age or handicap. The **CONSULTANT** will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, national origin, sex, age or handicap. 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 compensation; and selection for training, including apprenticeships. The **CONSULTANT** agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.

7.2 The **CONSULTANT** will, in all solicitations or advertisements for employees placed by or on behalf of the **CONSULTANT**, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, sex, age (between forty and seventy), or handicap.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

OWNER (LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT):

Signature: _____
LINDA GORTON, MAYOR

Date: _____

CONSULTANT (TUNNELL, SPANGLER, & ASSOCIATES INC, d/b/a TSW):

Signature: _____
CALEB P. RACICOT

Printed Name: _____

Position: CORP SECRETARY / PRINCIPAL

Date: MARCH 5, 2025

Lexington-Fayette
Urban County Government

Request for Proposals

The Lexington-Fayette Urban County Government hereby requests proposals for **RFP #2-2025 Blue Sky Small Area Plan** to be provided in accordance with terms, conditions and specifications established herein.

Sealed proposals will be received through Ion Wave until **2:00 PM**, prevailing local time, on **February 14, 2025.** All forms and information requested in RFP must be included and attached in Response Attachments tab in Ion Wave.

Proposals received after the date and time set for opening proposals will not be accepted. It is the sole responsibility of the Proposer to assure that his/her proposal is submitted in Ion Wave before the date and time set for opening proposals.

Proposals, once submitted, may not be withdrawn for a period of ninety (90) calendar days.

The Lexington-Fayette Urban County Government reserves the right to reject any or all proposals, and to waive technicalities and informalities when such waiver is determined by the Lexington-Fayette Urban County Government to be in its best interest.

Signature of this proposal by the Proposer constitutes acceptance by the Proposer of terms, conditions and requirements set forth herein.

Minor exceptions may not eliminate the proposal. Any exceptions to the specifications established herein shall be listed in detail on a separate sheet and attached hereto. The Lexington-Fayette Urban County Government shall determine whether any exception is minor.

The Lexington-Fayette Urban County Government encourages the participation of minority- and women-owned businesses in Lexington-Fayette Urban County Government contracts. This proposal is subject to Affirmative Action requirements attached hereto.

Please do not contact any LFUCG staff member or any other person involved in the selection process other than the designated contact person(s) regarding the project contemplated under this RFP while this RFP is open and a selection has not been finalized. Any attempt to do so may result in disqualification of the firm's submittal for consideration.

Laws and Regulations

All applicable state laws, municipal ordinances and regulations of all authorities having jurisdiction over the project shall apply to the contract, and shall be deemed to be incorporated herein by reference.

Equal Employment Opportunity

The Entity (regardless of whether construction contractor, non-construction contractor or supplier) agrees to provide equal opportunity in employment for all qualified persons, to prohibit discrimination in employment because of race, color, religion, sex (including pregnancy, sexual orientation or gender identity), national origin, disability, age, genetic information, political affiliation, or veteran status, and to promote equal employment through a positive, continuing program from itself and each of its sub-contracting agents. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.

Kentucky Equal Employment Opportunity Act

The Kentucky Equal Employment Opportunity Act of 1978 (KRS 45.560-45.640) requires that any "county, city, town, school district, water district, hospital district, or other political subdivision of the state shall include in directly or indirectly publicly funded contracts for supplies, materials, services, or equipment hereinafter entered into the following provisions:

"During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, or national origin;

(2) The contractor will state in all solicitations or advertisements for employees placed by or on behalf of the contractors that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, or national origin;

(3) The contractor will post notices in conspicuous places, available to employees and applicants for employment, setting forth the provision of the nondiscrimination clauses required by this section; and

(4) The contractor will send a notice to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding advising the labor union or workers'

representative of the contractor's commitments under the nondiscrimination clauses."

The Act further provides:

"KRS 45.610. Hiring minorities -- Information required

(1) For the length of the contract, each contractor shall hire minorities from other sources within the drawing area, should the union with which he has collective bargaining agreements be unwilling to supply sufficient minorities to satisfy the agreed upon goals and timetables.

(2) Each contractor shall, for the length of the contract, furnish such information as required by KRS 45.560 to KRS 45.640 and by such rules, regulations and orders issued pursuant thereto and will permit access to all books and records pertaining to his employment practices and work sites by the contracting agency and the department for purposes of investigation to ascertain compliance with KRS 45.560 to 45.640 and such rules, regulations and orders issued pursuant thereto.

KRS 45.620. Action against contractor -- Hiring of minority contractor or subcontractor

(1) If any contractor is found by the department to have engaged in an unlawful practice under this chapter during the course of performing under a contract or subcontract covered under KRS 45.560 to 45.640, the department shall so certify to the contracting agency and such certification shall be binding upon the contracting agency unless it is reversed in the course of judicial review.

(2) If the contractor is found to have committed an unlawful practice under KRS 45.560 to 45.640, the contracting agency may cancel or terminate the contract, conditioned upon a program for future compliance approved by the contracting agency and the department. The contracting agency may declare such a contractor ineligible to bid on further contracts with that agency until such time as the contractor complies in full with the requirements of KRS 45.560 to 45.640.

(3) The equal employment provisions of KRS 45.560 to 45.640 may be met in part by a contractor by subcontracting to a minority contractor or subcontractor. For the provisions of KRS 45.560 to 45.640, a minority contractor or subcontractor shall mean a business that is owned and controlled by one or more persons disadvantaged by racial or ethnic circumstances.

KRS 45.630 Termination of existing employee not required, when

Any provision of KRS 45.560 to 45.640 notwithstanding, no contractor shall be required to terminate an existing employee upon proof that employee was employed prior to the date of the contract.

KRS 45.640 Minimum skills

Nothing in KRS 45.560 to 45.640 shall require a contractor to hire anyone who fails to demonstrate the minimum skills required to perform a particular job."

It is recommended that all of the provisions above quoted be included as special conditions in each contract. In the case of a contract exceeding $250,000, the contractor is required to furnish evidence that his workforce in Kentucky is representative of the available work-force in the area from which he draws employees, or to supply an Affirmative Action plan which will achieve such representation during the life of the contract.

LFUCG Non-Appropriation Clause

Contractor acknowledges that the LFUCG is a governmental entity, and the contract validity is based upon the availability of public funding under the authority of its statutory mandate.

In the event that public funds are unavailable and not appropriated for the performance of the LFUCG's obligations under this contract, then this contract shall automatically expire without penalty to the LFUCG thirty (30) days after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the LFUCG shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this contract, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations.

In the event of a change in the LFUCG's statutory authority, mandate and mandated functions, by state and federal legislative or regulatory action, which adversely affects the LFUCG's authority to continue its obligations under this contract, then this contract shall automatically terminate without penalty to the LFUCG upon written notice to Contractor of such limitation or change in the LFUCG's legal authority.

Contention Process

Vendors who respond to this invitation have the right to file a notice of contention associated with the RFP process or to file a notice of appeal of the recommendation made by the Director of Central Purchasing resulting from this invitation.

Notice of contention with the RFP process must be filed within 3 business days of the bid/proposal opening by (1) sending a written notice, including sufficient documentation to support contention, to the Director of the Division of Central Purchasing or (2)

submitting a written request for a meeting with the Director of Central Purchasing to explain his/her contention with the RFP process. After consulting with the Commissioner of Finance the Chief Administrative Officer and reviewing the documentation and/or hearing the vendor, the Director of Central Purchasing shall promptly respond in writing findings as to the compliance with RFP processes. If, based on this review, a RFP process irregularity is deemed to have occurred the Director of Central Purchasing will consult with the Commissioner of Finance, the Chief Administrative Officer and the Department of Law as to the appropriate remedy.

Notice of appeal of a RFP recommendation must be filed within 3 business days of the RFP recommendation by (1) sending a written notice, including sufficient documentation to support appeal, to the Director, Division of Central Purchasing or (2) submitting a written request for a meeting with the Director of Central Purchasing to explain his appeal. After reviewing the documentation and/or hearing the vendor and consulting with the Commissioner of Finance and the Chief Administrative Officer, the Director of Central Purchasing shall in writing, affirm or withdraw the recommendation.

SELECTION CRITERIA:

The LFUCG's Selection Committee shall consider the following factors when it evaluates the proposals received:

CRITERIA	SCORE
Specialized qualifications, experience and technical competence of the person or firm regarding the services requested.	**30 Points**
Familiarity with the details of the project and proposed approaches for providing required services.	**15 Points**
The professionalism of the written proposal.	**20 Points**
The past record and performance on contracts with the Urban County Government or other governmental agencies and private industry, including references, with respect to such factors as control of cost, quality of work, and ability to meet schedules.	**10 Points**
The capacity of the consulting team to perform the work within the time limitations, providing for a clear explanation for project timeline adjustments as necessary in the response.	**10 Points**
Cost of services.	**15 Points**

Proposals shall contain the appropriate information necessary to evaluate based on these criteria. A committee composed of government employees as well as representatives of relevant user groups will evaluate the proposals.

Questions regarding this RFP shall be addressed through: https://lexingtonky.ionwave.net

Affirmative Action Plan

All vendors must submit as a part of the proposal package the following items to the Urban County Government:

1. Affirmative Action Plan for his/her firm;
2. Current Work Force Analysis Form;

Failure to submit these items as required may result in disqualification of the submitter from award of the contract. All submissions should be directed to:

Director, Division of Procurement
Lexington-Fayette Urban County Government
200 East Main Street, 3rd Floor
Lexington, Kentucky 40507

All questions regarding this proposal must be directed to the Division of Central Purchasing, (859)-258-3320.

AFFIDAVIT

Comes the Affiant, _____, and after being first duly sworn, states under penalty of perjury as follows:

1. His/her name is _____ and he/she is the individual submitting the proposal or is the authorized representative of_____, the entity submitting the proposal (hereinafter referred to as "Proposer").

2. Proposer will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the proposal is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.

3. Proposer will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.

4. Proposer has authorized the Division of Central Purchasing to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.

5. Proposer has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Proposer will not violate any provision of the campaign finance laws of the Commonwealth.

6. Proposer has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."

Continued on next page

7. Proposer acknowledges that "knowingly" for purposes of this Affidavit means, with respect to conduct or to circumstances described by a statute or ordinance defining an offense, that a person is aware or should have been aware that his conduct is of that nature or that the circumstance exists.

Further, Affiant sayeth naught.

_____

STATE OF _____

COUNTY OF _____

The foregoing instrument was subscribed, sworn to and acknowledged before me by _____ on this the _____ day of _____, 20__.

My Commission expires: _____

_____
NOTARY PUBLIC, STATE AT LARGE

EQUAL OPPORTUNITY AGREEMENT

Standard Title VI Assurance

The Lexington Fayette-Urban County Government, (hereinafter referred to as the "Recipient") hereby agrees that as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78Stat.252, 42 U.S.C. 2000d-4 (hereinafter referred to as the "Act"), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, (49 CFR, Part 21) Nondiscrimination in Federally Assisted Program of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the "Regulations") and other pertinent directives, no person in the United States shall, on the grounds of race, color, national origin, sex, age (over 40), religion, sexual orientation, gender identity, veteran status, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives Federal financial assistance from the U.S. Department of Transportation, including the Federal Highway Administration, and hereby gives assurance that will promptly take any necessary measures to effectuate this agreement. This assurance is required by subsection 21.7(a) (1) of the Regulations.

The Law

- Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.

- Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment discrimination by contractor and sub-contractor doing business with the Federal Government or recipients of Federal funds. This order was later amended by Executive Order No. 11375 to prohibit discrimination on the basis of sex.

- Section 503 of the Rehabilitation Act of 1973 states:

  The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap.

- Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal contracts.

- Section 206(A) of Executive Order 12086, Consolidation of Contract Compliance Functions for Equal Employment Opportunity, states:

  The Secretary of Labor may investigate the employment practices of any Government contractor or sub-contractor to determine whether or not the contractual provisions specified in Section 202 of this order have been violated.

****

The Lexington-Fayette Urban County Government practices Equal Opportunity in recruiting, hiring and promoting. It is the Government's intent to affirmatively provide employment opportunities for those individuals who have previously not been allowed to enter into the mainstream of society. Because of its importance to the local Government, this policy carries the full endorsement of the Mayor, Commissioners, Directors and all supervisory personnel. In following this commitment to Equal Employment Opportunity and because the Government is the benefactor of the Federal funds, it is both against the Urban County Government policy and illegal for the Government to let contracts to companies which knowingly or unknowingly practice discrimination

in their employment practices. Violation of the above mentioned ordinances may cause a contract to be canceled and the contractors may be declared ineligible for future consideration.

Please sign this statement in the appropriate space acknowledging that you have read and understand the provisions contained herein. Return this document as part of your application packet.

Bidders

I/We agree to comply with the Civil Rights Laws listed above that govern employment rights of minorities, women, Vietnam veterans, handicapped and aged persons.

_____ _____

Signature *Name of Business*

WORKFORCE ANALYSIS FORM

Name of Organization: _____

Categories	**Total**	White (Not Hispanic or Latino)		Hispanic or Latino		Black or African-American (Not Hispanic or Latino		Native Hawaiian and Other Pacific Islander (Not Hispanic or Latino		Asian (Not Hispanic or Latino		American Indian or Alaskan Native (not Hispanic or Latino		Two or more races (Not Hispanic or Latino		**Total**	
		M	**F**	**M**	**F**	**M**	**F**	**M**	**F**	**M**	**F**	**M**	**F**	**M**	**F**	**M**	**F**
Administrators																	
Professionals																	
Superintendents																	
Supervisors																	
Foremen																	
Technicians																	
Protective Service																	
Para-Professionals																	
Office/Clerical																	
Skilled Craft																	
Service/Maintenance																	
Total:																	

Prepared by: _____Date: _____/_____/_____

(Name and Title)

Revised 2015-Dec-15

DIRECTOR, DIVISION OF PROCUREMENT
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
200 EAST MAIN STREET
LEXINGTON, KENTUCKY 40507

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITIES AND DBE CONTRACT PARTICIPATION

The Lexington-Fayette Urban County Government has a Certified Minority and Women Business Enterprise seventeen percent (17%) minimum goal including minimum subgoals of five percent (5%) for Minority Business Enterprises (MBE) and a subgoal of twelve percent (12%) for Women Business Enterprises (WBE); a three (3%) minimum goal for Certified Veteran-Owned Small Businesses and/or Certified Service- Disabled Veteran Owned Businesses; and a goal of utilizing Disadvantaged Business Enterprises (DBE), where applicable, for government contracts.

For assistance in locating certified DBEs, MBEs, WBEs, VOSBs and/or VOSBs, contact Sherita Miller at 859/258-3320 or by writing the address listed below:

Sherita Miller, MPA, CPSD
Minority Business Enterprise Liaison
Division of Procurement
Lexington-Fayette Urban County Government
200 East Main Street
Lexington, Kentucky 40507
smiller@lexingtonky.gov
859-258-3323

Firm Submitting Proposal: _____

Complete Address: _____
Street City Zip

Contact Name: _____ Title: _____

Telephone Number: _____ Fax Number: _____

Email address: _____

LEXINGTON

MINORITY BUSINESS ENTERPRISE PROGRAM

Sherita Miller, MPA, CPSD
Minority Business Enterprise Liaison
Division of Procurement
Lexington-Fayette Urban County Government
200 East Main Street
Lexington, KY 40507
smiller@lexingtonky.gov
859-258-3323

OUR MISSION: The mission of the Minority Business Enterprise Program (MBEP) is to facilitate the full participation of minority and women owned businesses in the procurement process and to promote economic inclusion as a business imperative essential to the long- term economic viability of Lexington-Fayette Urban County Government.

To that end the urban county council adopted and implemented Resolution 272-2024 – a Certified Minority and Women Business Enterprise seventeen percent (17%) minimum goal including minimum subgoals of five percent (5%) for Minority Business Enterprises (MBE) and a subgoal of twelve percent (12%) for Women Business Enterprises (WBE); a three (3%) minimum goal for Certified Veteran-Owned Small Businesses and/or Certified Service- Disabled Veteran Owned Businesses; and a goal of utilizing Disadvantaged Business Enterprises (DBE), where applicable, for government contracts.

The resolution states the following definitions shall be used for the purposes of reaching these goals:

Certified Disadvantaged Business Enterprise (DBE) *– a business in which at least fifty-one percent (51%) is owned, managed and controlled by a person(s) who is socially and economically disadvantaged as define by 49 CFR subpart 26.*

Certified Minority Business Enterprise (MBE) *– a business in which at least fifty-one percent (51%) is owned, managed and controlled by an ethnic minority (i.e. Black American, Asian American, Hispanic American, Native American)*

Certified Women Business Enterprise (WBE) *– a business in which at least fifty-one percent (51%) is owned, managed and controlled by a woman.*

Certified Veteran-Owned Small Business (VOSB) *– a business in which at least fifty-one percent (51%) is owned, managed and controlled by a veteran who served on active duty with the U.S. Army, Air Force, Navy, Marines or Coast Guard.*

Certified Service -Disabled Veteran Owned Small Business (SDVOSB) *– a business in which at least fifty-one percent (51%) is owned, managed and controlled by a disabled veteran who served on active duty with the U.S. Army, Air Force, Navy, Marines or Coast Guard.*

The term "Certified" shall mean the business is appropriately certified, licensed, verified, or validated by an organization or entity recognized by the Division of Procurement as having the appropriate credentials to make a determination as to the status of the business.
The following certifications are recognized and accepted by the MBEP:

Kentucky Transportation Cabinet (KYTC), Disadvantaged Business Enterprise (DBE)
Kentucky Minority and Women Business Enterprise (MWBE)
Women's Business Enterprise National Council (WBENC)
National Women Business Owners Corporation (NWBOC)
National Minority Supplier Development Council (NMSDC)
Tri-State Minority Supplier Development Council (TSMSDC)
U.S. Small Business Administration Veteran Small Business Certification (VetCert)
Kentucky Service- Disabled Veteran Owned Small Business (SDVOSB)

To comply with Resolution 272-2024, prime contractors, minority and women business enterprises, veteran owned small businesses, and service-disabled veteran owned small businesses must complete monthly contract compliance audits in the Diverse Business Management Compliance system, https://lexingtonky.diversitycompliance.com/

A list of organizations that certify and/or maintain lists of certified businesses (i.e. DBE, MBE, WBE, VOSB and/or SDVOSB) is available upon request by emailing, Sherita Miller, smiller@lexingtonky.gov.

LEXINGTON

LFUCG MWDBE PARTICIPATION FORM
Bid/RFP/Quote Reference #_____

The MWDBE and/or veteran subcontractors listed have agreed to participate on this Bid/RFP/Quote. If any substitution is made or the total value of the work is changed prior to or after the job is in progress, it is understood that those substitutions must be submitted to the Division of Procurement for approval immediately. **Failure to submit a completed form may cause rejection of the bid.**

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

The undersigned company representative submits the above list of MDWBE and veteran firms to be used in accomplishing the work contained in this Bid/RFP/Quote. Any misrepresentation may result in the termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

_____ _____
Company **Company Representative**

_____ _____
Date **Title**

LEXINGTON

LFUCG MWDBE SUBSTITUTION FORM
Bid/RFP/Quote Reference #_____

The substituted MWDBE and/or veteran subcontractors listed below have agreed to participate on this Bid/RFP/Quote. These substitutions were made prior to or after the job was in progress. These substitutions were made for reasons stated below and are now being submitted to the Division of Procurement for approval. By the authorized signature of a representative of our company, we understand that this information will be entered into our file for this project. **Note: Form required if a subcontractor is being substituted on a contract.**

SUBSTITUTED DBE/MBE/WBE/VOSB Company Name, Address, Phone, Email	DBE/MBE/WBE/VOSB/SDVOSB Formally Contracted/ Name, Address, Phone, Email	Work to Be Performed	Reason for the Substitution	Total Dollar Value of the Work	% Value of Total Contract
1.					
2.					
3.					
4.					

The undersigned acknowledges that any misrepresentation may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

_____ _____
Company **Company Representative**

_____ _____
Date **Title**

LEXINGTON

DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS AND OUTREACH PLANS

As affirmed in Resolution Number 272-2024, the Urban County Council has adopted an annual aspirational goal of utilizing at least seventeen percent (17%) of public funds spend from certain discretionary agreements with certified Minority Business Enterprises (MBEs) and certified Woman Business Enterprises (WBEs); utilizing at least three percent (3%) of public funds from certain discretionary agreements with Certified Veteran-Owned Small Business and Certified Service-Disabled Veteran-Owned Small Businesses (VOSBs); and utilizing Disadvantaged Business Enterprises (DBEs) where applicable. Bidders should make every effort to achieve these goals.

Therefore, as an element of the responsiveness of the bid, all Bidders are required to submit documentation of their good faith and outreach efforts to ensure all businesses, including small and disadvantaged businesses such as minority-, woman-, and veteran-owned businesses, have an equal opportunity to compete for and participate in the performance of any subcontracts resulting from this procurement. Examples of good faith and outreach efforts that satisfy this requirement to encourage the participation of, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs include:

1. Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women, and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs to participate.

2. Attended LFUCG Procurement Economic Inclusion Outreach event(s) within the past year to meet new small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs to partner with on LFUCG contracts and procurements.

3. Attended pre-bid/pre-proposal meetings that were scheduled by LFUCG to inform small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs of subcontracting opportunities.

4. Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs.

5. Requested a list of certified small, DBE, MBE, WBE, VOSB and/or SDVOSB subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).

6. Contacted organizations that work with small, DBE, MBE, WBE, and VOSB companies for assistance in finding certified DBEs, MBEs, WBEs, VOSB and/or SDVOSBs to work

on this project. Those contacted and their responses must be a part of the bidder's outreach efforts documentation.

7. Sent written notices, by certified mail, email, or facsimile, to qualified, certified small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.

8. Followed up initial solicitations by contacting small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs via tailored communications to determine their level of interest.

9. Provided the interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs with adequate and timely information about the plans, specifications, and requirements of the contract.

10. Selected portions of the work to be performed by small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs in order to increase the likelihood of subcontracting participation. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate small, DBE, MBE, WBE, VOSB and/or SDVOSB participation, even when the prime contractor may otherwise perform these work items with its own workforce.

11. Negotiated in good faith with interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs, not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection must be so noted in writing with a description as to why an agreement could not be reached.

12. Included documentation of quotations received from interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs that were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.

    a. Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a small business', DBE's MBE's, WBE's, VOSB's and/or SDVOSB's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy the participation goals.

13. Made an effort to offer assistance to or refer interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal.

14. Made efforts to expand the search for small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs beyond the usual geographic boundaries.

15. Other – any other evidence that the bidder submits that may demonstrate that the bidder has made reasonable efforts to include small, DBE, MBE, WBE, VOSB and/or SDVOSB participation.

Bidder must document, with specificity, each of the efforts it made to include small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs as subcontractors in the procurement, including the date on which each effort was made, the medium through which each effort was made, and the outcome of each effort.

> **<u>Note</u>: Failure to submit the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement which is subject to review by the MBE Liaison. Documentation of Good Faith and Outreach Efforts must be submitted with the Bid, regardless of the proposed level of small, DBE, MBE, WBE, VOSB and/or SDVOSB participation in the procurement. If the Good Faith and Outreach Effort documentation is not submitted with the bid response, the bid may be rejected.**

OUTREACH EFFORTS EVALUATION

Outreach efforts demonstrated by the bidder or respondent will be evaluated on a pass/fail basis.

ATTACHMENT A – SMALL AND DISADVANTAGED, MINORITY-, WOMEN-, AND VETERAN-OWNED BUSINESS OUTREACH PLAN

Proposer Name:		**Date:**	
Project Name:		**Project Number:**	
Contact Name:		**Telephone:**	
Email:			

The mission of the Minority Business Enterprise Program is to facilitate the full participation of disadvantaged businesses, minority-, women-, veteran-, and service-disabled veteran-owned businesses in the procurement process and to promote economic inclusion as a business imperative essential to the long -term economic viability of Lexington-Fayette Urban County Government.

To that end, small and disadvantaged businesses, including minority-, woman-, veteran-, and service-disabled veteran-owned businesses, must have an equal opportunity to be utilized in the performance of contracts with public funds spent from certain discretionary agreements. By submitting its offer, Bidder/Proposer certifies that it has taken, and if there are further opportunities will take, reasonable steps to ensure that small and disadvantaged businesses, including minority-, woman-, veteran-, and service-disabled veteran-owned businesses, are provided an equal opportunity to compete for and participate in the performance of any subcontracts resulting from this procurement.

The information submitted in response to this clause will not be considered in any scored evaluation. Failure to submit this form may cause the bid or proposal to be rejected.

Is the Bidder/ Proposer a certified firm? Yes ☐ No ☐

If yes, indicate all certification type(s):

DBE ☐ MBE ☐ WBE ☐ SBE ☐ VOSB/SDVOSB ☐

and supply a copy of the certificate and/or certification letter if not currently listed on the city's Minority Business Enterprise Program's (MBEP) certified list.

1. Include a list of firms that Bidder/ Proposer has had a contractual relationship with within the last two years that are minority-owned, woman-owned, veteran-owned or small businesses, regardless of their certification status.

Click or tap here to enter text.

2. Does Bidder/Proposer foresee any subcontracting opportunities for this procurement?

Yes ☐ No ☐

If no, please explain why in the field below. Do not complete the rest of this form and submit this first page with your bid and/or proposal. Click or tap here to enter text.

If yes, please complete the following pages and submit all pages with your bid and/or proposal.

Describe the steps Bidder/Proposer took to solicit small and disadvantaged businesses, including MBEs, WBEs, VOSBs, and SDVOSBs, for subcontracting opportunities for this procurement.

3. Check the good faith and outreach efforts the Bidder/Proposer used to encourage the participation of small and disadvantaged businesses including, MBEs, WBEs, VOSBs and SDVOSBs:

- ☐ Bidder placed advertisements in search of prospective small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs for the solicitation.
- ☐ Bidder attended LFUCG Procurement Economic Inclusion Outreach event(s) within the past year.
- ☐ Bidder attended pre-bid and/or pre-proposal meetings for this solicitation.
- ☐ Bidder sponsored an Economic Inclusion Outreach event.
- ☐ Bidder requested a list of certified small, DBE, MBE, WBE, VOSB and/or SDVOSB subcontractors or suppliers from LFUCG.
- ☐ Bidder contacted organizations that work with small, DBE, MBE, WBE, VOSB and/or SDVOSB companies.
- ☐ Bidder sent written notices to certified small, DBE, MBE, WBE, VOSB and SDVOSB businesses.
- ☐ Bidder followed up to initial solicitations with interested small, DBE, MBE, WBE, VOSB and/or SDVOSB.
- ☐ Bidder provided small, DBE, MBE, WBE, VOSB and/or SDVOSB businesses interested in performing the solicited work with prompt access to the plans, specifications, scope of work, and requirements of the solicitation.
- ☐ Bidder made efforts to segment portions of the work to be performed by small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs, including dividing sub-bid/partnership opportunities into economically feasible units/parcels, to facilitate participation.

☐ Bidder negotiated in good faith with interested small, DBE, MBE, WBE, VOSB and/or SDVOSB businesses.

☐ Bidder provided adequate rationale for rejecting any small business', DBEs, MBEs, WBEs, VOSBs or SDVOSBs for lack of qualifications.

☐ Bidder offered assistance in obtaining bonding, insurance, financial, equipment, or other resources to small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs, in an effort to assist them in meeting project requirements.

☐ Bidder made efforts to expand the search for small businesses, DBEs MBEs, WBEs, VOSBs and/or SDVOSBs beyond the usual geographic boundaries.

☐ Bidder made other reasonable efforts to include small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs participation.

4. Bidder/Proposer must include documentation, including the date each effort was made, the medium through which each effort was made, and the outcome of each effort with this form, regardless of the level of small, DBE, MBE, WBE, VOSB and/or SDVOSB participation. Examples of required documentation include copies of email communications, copies of newspaper advertisements, or copies of quotations received from interested small businesses, DBEs, MBEs, WBEs, VOSBs or SDVOSBs.

Click or tap here to enter text.

For detailed information regarding outreach efforts that satisfy the MBE Program's requirements, please see "Documentation Required for Good Faith Efforts and Outreach Plans" page.

<u>Note</u>: The Bidder/Proposer must be willing to report the identity of each subcontractor and the value of each subcontract to MBEP if awarded a contract from this procurement.

Failure to submit the documentation requested may be cause for rejection of the bid. Bidders may include any other documentation deemed relevant to this requirement, which is subject to review by the MBE Liaison. Documentation of Good Faith and Outreach Efforts must be submitted with the bid, regardless of the proposed level of SBEs, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs participation in the procurement. If the Good Faith and Outreach Effort Form and associated documentation is not submitted with the bid response, the bid may be rejected.

The undersigned acknowledges that all information is accurate. Any misrepresentations may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and claims.

Company	**Company Representative**
Date	**Title**

4870-1925-6809, v. 1

GENERAL PROVISIONS

1. Each Respondent shall comply with all Federal, State & Local regulations concerning this type of service or good.

   The Respondent agrees to comply with all statutes, rules, and regulations governing safe and healthful working conditions, including the Occupational Health and Safety Act of 1970, *29 U.S.C. 650 et. seq.*, as amended, and KRS Chapter 338. The Respondent also agrees to notify the LFUCG in writing immediately upon detection of any unsafe and/or unhealthful working conditions at the job site. The Respondent agrees to indemnify, defend and hold the LFUCG harmless from all penalties, fines or other expenses arising out of the alleged violation of said laws.

2. Failure to submit ALL forms and information required in this RFP may be grounds for disqualification.

3. Addenda: All addenda and IonWave Q&A, if any, shall be considered in making the proposal, and such addenda shall be made a part of this RFP. Before submitting a proposal, it is incumbent upon each proposer to be informed as to whether any addenda have been issued, and the failure to cover in the bid any such addenda may result in disqualification of that proposal.

4. Proposal Reservations: LFUCG reserves the right to reject any or all proposals, to award in whole or part, and to waive minor immaterial defects in proposals. LFUCG may consider any alternative proposal that meets its basic needs.

5. Liability: LFUCG is not responsible for any cost incurred by a Respondent in the preparation of proposals.

6. Changes/Alterations: Respondent may change or withdraw a proposal at any time prior to the opening; however, no oral modifications will be allowed. Only letters, or other formal written requests for modifications or corrections of a previously submitted proposal which is addressed in the same manner as the proposal, and received by LFUCG prior to the scheduled closing time for receipt of proposals, will be accepted. The proposal, when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope which is plainly marked “modifications of proposal”.

7. Clarification of Submittal: LFUCG reserves the right to obtain clarification of any point in a bid or to obtain additional information from a Respondent.

8. Bribery Clause: By his/her signature on the bid, Respondent certifies that no employee of his/hers, any affiliate or Subcontractor, has bribed or attempted to bribe an officer or employee of the LFUCG.

9. Additional Information: While not necessary, the Respondent may include any product brochures, software documentation, sample reports, or other documentation that may assist LFUCG in better understanding and evaluating the Respondent's response. Additional documentation shall not serve as a substitute for other documentation which is required by this RFP to be submitted with the proposal,

10. Ambiguity, Conflict or other Errors in RFP: If a Respondent discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, it shall immediately notify LFUCG of such error in writing and request modification or clarification of the document if allowable by the LFUCG.

11. Agreement to Bid Terms: In submitting this proposal, the Respondent agrees that it has carefully examined the specifications and all provisions relating to the work to be done attached hereto and made part of this proposal. By acceptance of a Contract under this RFP, proposer states that it understands the meaning, intent and requirements of the RFP and agrees to the same. The successful Respondent shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to Respondent shall be authorized for services or expenses reasonably covered under these provisions that the proposer omits from its Proposal.

12. Cancellation: If the services to be performed hereunder by the Respondent are not performed in an acceptable manner to the LFUCG, the LFUCG may cancel this contract for cause by providing written notice to the proposer, giving at least thirty (30) days notice of the proposed cancellation and the reasons for same. During that time period, the proposer may seek to bring the performance of services hereunder to a level that is acceptable to the LFUCG, and the LFUCG may rescind the cancellation if such action is in its best interest.

A. Termination for Cause

(1) LFUCG may terminate a contract because of the contractor's failure to perform its contractual duties

(2) If a contractor is determined to be in default, LFUCG shall notify the contractor of the determination in writing, and may include a specified date by which the contractor shall cure the identified deficiencies. LFUCG may proceed with termination if the contractor fails to cure the deficiencies within the specified time.

(3) A default in performance by a contractor for which a contract may be terminated shall include, but shall not necessarily be limited to:
   (a) Failure to perform the contract according to its terms, conditions and specifications;
   (b) Failure to make delivery within the time specified or according

to a delivery schedule fixed by the contract;

(c) Late payment or nonpayment of bills for labor, materials, supplies, or equipment furnished in connection with a contract for construction services as evidenced by mechanics' liens filed pursuant to the provisions of KRS Chapter 376, or letters of indebtedness received from creditors by the purchasing agency;

(d) Failure to diligently advance the work under a contract for construction services;

(e) The filing of a bankruptcy petition by or against the contractor; or

(f) Actions that endanger the health, safely or welfare of the LFUCG or its citizens.

B. At Will Termination

Notwithstanding the above provisions, the LFUCG may terminate this contract at will in accordance with the law upon providing thirty (30) days written notice of that intent**,** Payment for services or goods received prior to termination shall be made by the LFUCG provided these goods or services were provided in a manner acceptable to the LFUCG. Payment for those goods and services shall not be unreasonably withheld.

13. Assignment of Contract: The contractor shall not assign or subcontract any portion of the Contract without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of LFUCG.

14. No Waiver: No failure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by LFUCG in exercising any right, remedy, power or privilege under or in respect of this Contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.

15. Authority to do Business: The Respondent must be a duly organized and authorized to do business under the laws of Kentucky. Respondent must be in good standing and have full legal capacity to provide the services specified under this Contract. The Respondent must have all necessary right and lawful authority to enter into this Contract for the full term hereof and that proper corporate or other action has been duly taken authorizing the Respondent to enter into this Contract. The Respondent will provide LFUCG with a copy of a corporate resolution authorizing this action and a letter from an attorney confirming that the proposer is authorized to do business in the State of Kentucky if requested. All proposals must

be signed by a duly authorized officer, agent or employee of the Respondent.

16. Governing Law: This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this Contract, the Parties agree that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Contract or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.

17. Ability to Meet Obligations: Respondent affirmatively states that there are no actions, suits or proceedings of any kind pending against Respondent or, to the knowledge of the Respondent, threatened against the Respondent before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of Respondent to perform its obligations under this Contract, or which question the legality, validity or enforceability hereof or thereof.

18. Contractor understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Contractor is an independent contractor at all times during the performance of the services specified.

19. If any term or provision of this Contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.

20. Contractor [or Vendor or Vendor's Employees] will not appropriate or make use of the Lexington-Fayette Urban County Government (LFUCG) name or any of its trade or service marks or property (including but not limited to any logo or seal), in any promotion, endorsement, advertisement, testimonial or similar use without the prior written consent of the government. If such consent is granted LFUCG reserves the unilateral right, in its sole discretion, to immediately terminate and revoke such use for any reason whatsoever. Contractor agrees that it shall cease and desist from any unauthorized use immediately upon being notified by LFUCG.

_____ _____

Signature Date

INDEMNIFICATION AND HOLD HARMLESS PROVISION

(1) It is understood and agreed by the parties that Contractor hereby assumes the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of Contractor or its employees, agents, servants, owners, principals, licensees, assigns or subcontractors of any tier (hereinafter "CONTRACTOR") under or in connection with this agreement and/or the provision of goods or services and the performance or failure to perform any work required thereby.

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

(3) In the event LFUCG is alleged to be liable based upon the above, CONTRACTOR shall defend such allegations and shall bear all costs, fees and expenses of such defense, including but not limited to, all reasonable attorneys' fees and expenses, court costs, and expert witness fees and expenses, using attorneys approved in writing by LFUCG, which approval shall not be unreasonably withheld.

(4) These provisions shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this agreement.

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

(6) Notwithstanding, the foregoing with respect to any professional services performed by CONTRACTOR hereunder (and to the fullest extent permitted by law), CONTRACTOR shall indemnify, save, hold harmless and defend LFUCG from and against any and all liability, damages and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees, for any damage due to death or injury to any person or injury to any property (including the loss of use resulting therefrom) to the extent arising out of, pertaining to or relating to the negligence, recklessness or willful misconduct of CONTRACTOR in the performance of this agreement.

FINANCIAL RESPONSIBILITY

BIDDER/CONTRACTOR understands and agrees that it shall demonstrate the ability to assure compliance with the above Indemnity provisions and these other risk management provisions prior to final acceptance of its bid and the commencement of any work or provision of goods.

INSURANCE REQUIREMENTS

YOUR ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW, AND YOU MAY NEED TO CONFER WITH YOUR INSURANCE AGENTS, BROKERS, OR CARRIERS TO DETERMINE IN ADVANCE OF SUBMISSION OF A RESPONSE THE AVAILABILITY OF THE INSURANCE COVERAGES AND ENDORSEMENTS REQUIRED HEREIN. IF YOU FAIL TO COMPLY WITH THE INSURANCE REQUIREMENTS BELOW, YOU MAY BE DISQUALIFIED FROM AWARD OF THE CONTRACT.

Required Insurance Coverage

BIDDER/CONTRACTOR shall procure and maintain for the duration of this contract the following or equivalent insurance policies at no less than the limits shown below and cause its subcontractors to maintain similar insurance with limits acceptable to LFUCG in order to protect LFUCG against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by CONTRACTOR. The cost of such insurance shall be included in any bid:

Coverage	**Limits**
General Liability (Insurance Services Office Form CG 00 01)	$1 million per occurrence, $2 million aggregate or $2 million combined single limit
Auto Liability	$1 million per occurrence
Worker's Compensation	Statutory
Employer's Liability	$100K
Professional (E&O) Liability	$1 million per claim
Excess/Umbrella Liability	$1 million per occurrence

The policies above shall contain the following conditions:

a. All Certificates of Insurance forms used by the insurance carrier shall be properly filed and approved by the Department of Insurance for the Commonwealth of Kentucky (DOI). LFUCG shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy using the Kentucky DOI approved forms.

b. The General Liability Policy shall be primary to any insurance or self-insurance retained by LFUCG.

c. LFUCG shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.

d. Said coverage shall be written by insurers acceptable to LFUCG and shall be in a form acceptable to LFUCG. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

Renewals

After insurance has been approved by LFUCG, evidence of renewal of an expiring policy must be submitted to LFUCG, and may be submitted on a manually signed renewal endorsement form. If the policy or carrier has changed, however, new evidence of coverage must be submitted in accordance with these Insurance Requirements.

Deductibles and Self-Insured Programs

IF YOU INTEND TO SUBMIT A SELF-INSURANCE PLAN IT MUST BE FORWARDED TO LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, DIVISION OF RISK MANAGEMENT, 200 EAST MAIN STREET, LEXINGTON, KENTUCKY 40507 NO LATER THAN A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO THE RESPONSE DATE. Self-insurance programs, deductibles, and self-insured retentions in insurance policies are subject to separate approval by Lexington-Fayette Urban County Government's Division of Risk Management, upon review of evidence of BIDDER/CONTRACTOR's financial capacity to respond to claims. Any such programs or retentions must provide LFUCG with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance coverage

Safety and Loss Control

CONTRACTOR shall comply with all applicable federal, state, and local safety standards related to the performance of its works or services under this Agreement and take necessary action to protect the life, health and safety and property of all of its personnel on the job site, the public, and LFUCG.

Verification of Coverage

BIDDER/CONTRACTOR agrees to furnish LFUCG with all applicable Certificates of Insurance signed by a person authorized by the insurer to bind coverage on its behalf prior to final award, and if requested, shall provide LFUCG copies of all insurance policies, including all endorsements.

Right to Review, Audit and Inspect

CONTRACTOR understands and agrees that LFUCG may review, audit and inspect any and all of its records and operations to insure compliance with these Insurance Requirements.

DEFAULT

BIDDER/CONTRACTOR understands and agrees that the failure to comply with any of these insurance, safety, or loss control provisions shall constitute default and that LFUCG may elect at its option any single remedy or penalty or any combination of remedies and penalties, as available, including but not limited to purchasing insurance and charging BIDDER/CONTRACTOR for any such insurance premiums purchased, or suspending or terminating the work.

00548704

Lexington-Fayette Urban County Government

2025 Blue Sky Small Area Plan

Request for Proposals

RFP Issue Date: January 24, 2025
Proposal Due: February 14, 2025, by 2:00 p.m. EST

Division of Planning
101 E. Vine St.
Lexington, KY 40507

LEXINGTON
Planning

PROJECT PURPOSE

The Lexington-Fayette Urban County Government's (LFUCG) Division of Planning is requesting proposals from qualified professional planning and urban design firms to develop a Small Area Plan (SAP) for the Blue Sky area, located off Athens Boonesboro Road in Lexington-Fayette County, Kentucky.

LFUCG's Comprehensive Plan, Imagine Lexington 2045, was adopted in November 2023. At the request of the Urban County Council, the plan identified approximately 2,800 additional acres to be added to the Lexington-Fayette County Urban Service Area (USA), including the 301-acre site known as the Blue Sky Activity Center. In October 2024, the Urban County Planning Commission approved the Urban Growth Master Plan (UGMP) to guide future development of the new growth areas, except for Blue Sky. Due to its existing industrial land uses, the Planning Commission requested a small area plan for the site to provide an analysis of existing conditions and to identify opportunities for Blue Sky to help Lexington-Fayette County meet its current and future industrial land use needs and economic development goals.

The selected consultant will be responsible for developing an SAP to guide future development at Blue Sky. The SAP will evaluate the existing conditions of infrastructure and the built environment as well as the natural features, resources, and physical constraints that affect the area. The SAP will specify future land-use designations, how to integrate and connect Blue Sky with other portions of the USA, and economic redevelopment opportunities.

The small area planning process will require robust engagement with the public, property owners, tenants, and business owners. The plan should provide a cohesive framework for future development that is guided by the goals, objectives, and policies of Imagine Lexington 2045 and the Urban Growth Master Plan. The SAP should prioritize sustainable development practices and identify infrastructure needs and potential funding mechanisms to support economic development, employment growth, and access to jobs.

CONSULTANT RESPONSIBILITIES

Consulting firms or teams should be led by a planning/design firm and must also include community engagement support, qualified engineering support, and expertise in economic development/market analysis.

Development of the SAP will require the consultant to serve as project manager, coordinate any related planning work performed by subcontractors, and work closely with LFUCG staff, existing businesses, neighborhood liaisons, area residents, and other stakeholders. As part of community outreach, the property owners and tenants in the Blue Sky area should be consulted about their needs and preferences.

The consultant will be responsible for all public information including meeting notices, arrangements, and summaries. The consultant will handle day-to-day contact with the designated Division of Planning staff and should specify the individual responsible for this in their proposal. Proven success by the firm and lead personnel managing highly visible public projects is desirable.

There will be an advisory committee that will guide the planning work. The committee will be comprised of approximately 10 persons and will have a designated LFUCG staff person to coordinate all committee

activities. In consultation with the committee, some meetings and tasks may be combined as determined to be useful and appropriate.

The selected consultant will be responsible for the following, however, other tasks may be added or modified upon mutual agreement:

- Develop Lexington-specific objectives and strategies to guide future development in the Blue Sky activity center.
- Develop recommendations for appropriate industrial and other land uses that are tailored to the unique characteristics and needs of the City of Lexington.
- Develop a land use spatial framework and transportation network that supports freight movement and multimodal access to employment opportunities.
- Assess and identify necessary site infrastructure and funding mechanisms for any public infrastructure, facility, and service needs.
- Facilitate public engagement and stakeholder outreach to build consensus and incorporate community input into the plan development process, ensuring that stakeholder perspectives and priorities are considered.
- Suggest any necessary ordinance, policy, or land subdivision updates to support the goals of the Blue Sky SAP.

STUDY AREA BACKGROUND

Lexington-Fayette County is a growing community of over 320,000 people located in Central Kentucky. It has a widely recognized history of growth management, having adopted its first Comprehensive Plan in 1931. In 1958, Lexington instituted an Urban Service Area to manage growth, which has been recognized by the American Planning Association as the first urban growth boundary instituted in the United States.

In 1999, the first Rural Land Management Plan (RLMP) for the Rural Service Area (RSA) was adopted as an element of the 1996 Comprehensive Plan. The document was the first extensive effort dedicated to the planning and management of land uses in the RSA. The plan presented strategies for preserving rural land including minimum lot sizes, establishing rural land use categories, preserving rural settlements and scenic roads, encouraging infill and redevelopment, buffering the urban edge from agricultural uses, and creating a Purchase of Development Rights program.

The RLMP plan was updated in 2017. It included a comprehensive land capability analysis, specified rural land use categories, and identified four rural activity centers including Avon (Bluegrass Station), Bluegrass Airport, Blue Sky Industrial Park, and Spindletop Research Park. In 2024, the Blue Sky area was moved from a rural activity center to a part of the larger Lexington-Fayette USA during the Urban County Planning Commission's expansion of the Lexington-Fayette County's Urban Service Area (USA).

Located at the intersection of Athens Boonesboro Road and I-75, the Blue Sky planning area totals 301 acres and is the only rural activity center not under public ownership. The 2017 RLMP recommended the area be used primarily for warehousing, light industrial, and interstate commercial. However, many parcels that are zoned industrial are currently surface car lots.

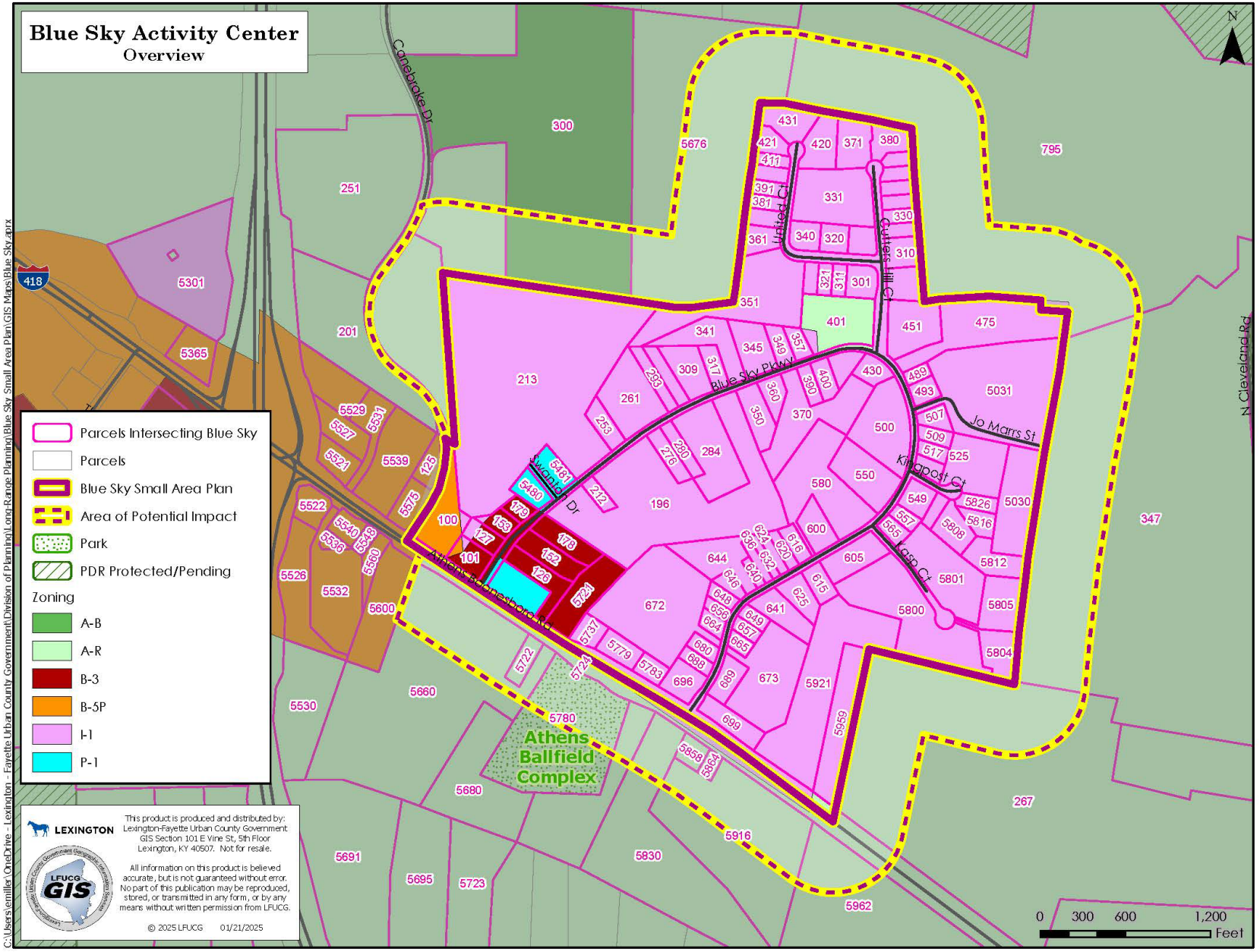
The existing Blue Sky area is dominated by light to heavy industrial zoning. There are 113 parcels zoned I-1, of which 100 parcels are under five acres in size, and 58 parcels are less than one acre. Along with the industrial uses, there are also commercial uses including gas stations, restaurants, hotels, and adult entertainment. Zoning includes Light Industrial (I-1), Corridor Business (B-3) and Professional Office (P-1) zoning.

The Blue Sky area is currently served by two pump stations: Blue Sky pump station on the east side of I-75, off Blue Sky Pkwy, and the Boonesboro Manor pump station on the west side of I-75, off Athens Boonesboro Rd. Previously, this sewer infrastructure was owned and operated privately. In 2011, in response to the city's EPA Consent Decree agreement, LFUCG closed the private sanitary treatment plant at Blue Sky and connected the industrial park to the municipal sanitary sewer system. There is also existing privately-owned pump station south of the Blue Sky Activity Center that serves the hotel, located at 5532 Athens Boonesboro Rd, near Boggs Fork stream. The construction of infrastructure within the Blue Sky Activity Center would provide an opportunity to eliminate this privately-owned pump station.

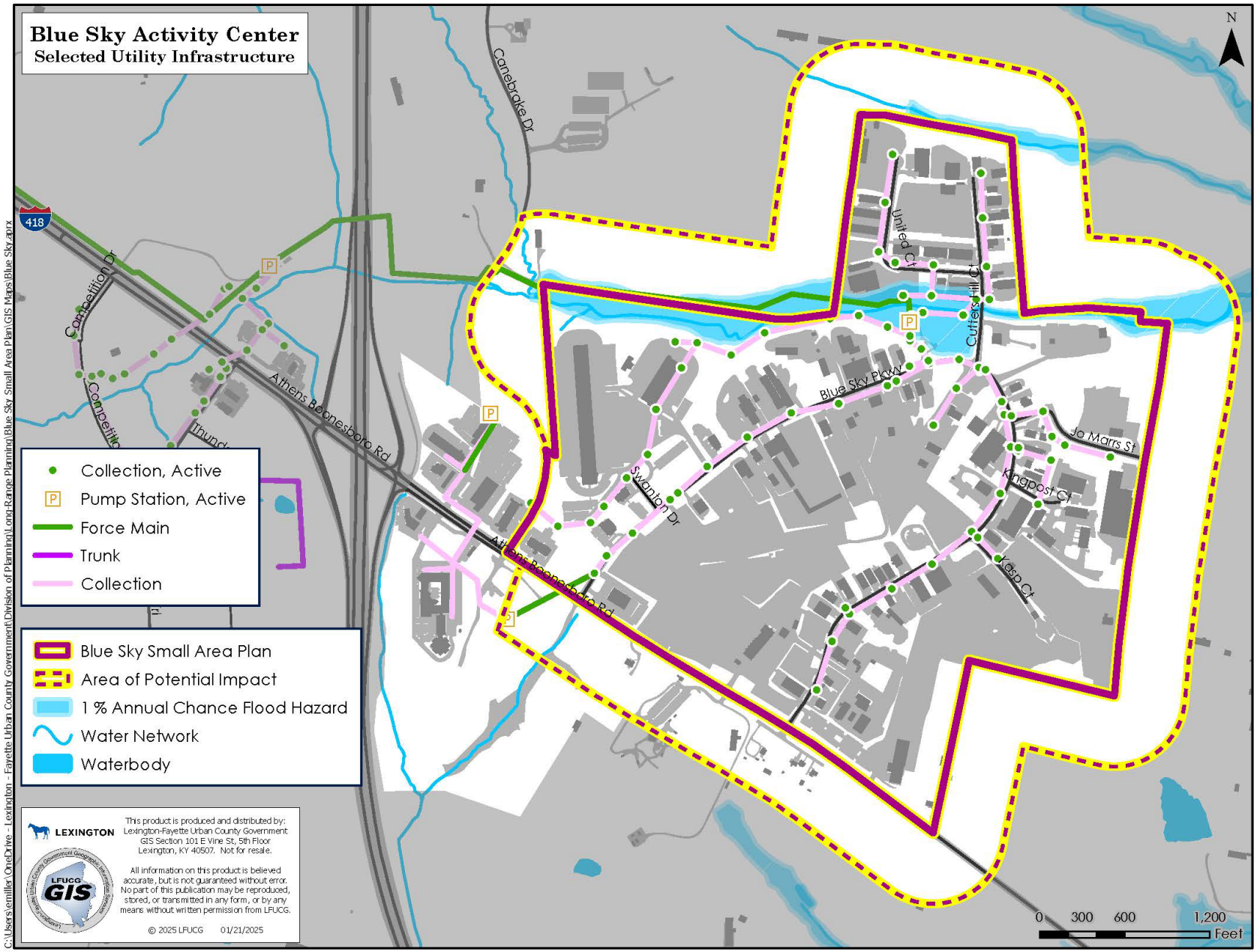
It is likely Blue Sky's sanitary sewer system will not be able to accommodate increased sanitary sewer flows if industrial uses intensify without infrastructure improvements. The Blue Sky SAP should use the Division of Water Quality's 2023 Sanitary Sewer Capability Report to evaluate the current and future sanitary sewer capacity that is needed to support additional industrial uses.

The Blue Sky area is currently accessed only from Athens-Boonesboro Road (KY 418). Between Blue Sky and Interstate 75, that facility is a 2-lane state highway. Currently there are no infrastructure provisions for bicycles, pedestrians or public transportation either within the Blue Sky area or on Athens-Boonesboro Road. The closest access to public transportation is at the intersection of Richmond Road (US 25/421) and Eagle Creek Drive.

LAND USE STUDY AREA



LAND USE STUDY AREA



PROJECT GOALS / OUTCOMES

The primary goal of the small area plan is to provide a cohesive spatial framework for the future economic development of Blue Sky, ensuring that individual development projects align to create a diverse and modern industrial park that serves the needs of our community's industrial sectors for many years to come. The SAP should also identify strategies to advance sustainable development and recommend innovative financing mechanisms for public-private investments and infrastructure improvements. Objectives of the study include:

- Develop Lexington-specific objectives and strategies to guide current redevelopment and future economic development in the activity center that meets the industrial demands of Lexington-Fayette County for the next 30 years.
- Determine Blue Sky's ability to provide employment opportunities that meet the region's economic development needs, while also protecting the environment through sustainable site development and building methods.
- Achieve community consensus and provide clarity on the desired land and industrial uses in the activity center that are tailored to the unique characteristics and needs of Lexington.
- Identify public infrastructure and maintenance needs, including transportation infrastructure and services, sanitary sewer and stormwater infrastructure, waste management, public safety, and emergency services.

TASKS / PRODUCTS

1. Guiding principles:

Conduct a review of the goals, objectives, and policies in Imagine Lexington 2045 and UGMP to develop guiding principles for future development of the Blue Sky area that align with each plan.

2. Existing conditions inventory and market analysis:

Conduct an existing conditions inventory and analysis for the identified area(s) and any relevant adjacent areas including at minimum a review of:

- Existing land uses,
- Existing employment, economic activity, and jobs production, including an estimate of local revenues received (wage, earnings and other relevant data),
- Existing transportation infrastructure and transit services,
- Existing sanitary and stormwater infrastructure and capacity,
- Environmentally sensitive areas,
- Waterways and drainage; and
- Land included in the Purchase of Development Rights program in the vicinity of the Blue Sky study area.

The existing conditions inventory should identify the land within the study area that is suitable for industrial land uses and further development, as well as potential adjacent parcels that are suitable for inclusion into the Blue Sky area. Planning staff will provide GIS and base data as available to help

generate this review/report. The existing conditions may also be informed by targeted stakeholder outreach as determined by the consultant.

The market analysis should determine the land use types and intensities needed within the Blue Sky area to meet the industrial job capacity projections for Lexington-Fayette County for the next 30 years. This will require the consultant to analyze current land uses, zoning regulations, infrastructure capacity, and economic trends, as well as assess the demand for different types of industrial spaces, such as manufacturing, warehousing, and distribution. The consultant will identify areas to address future needs, considering factors such as accessibility and environmental impacts.

3. Public and stakeholder engagement:

A collaborative planning approach will allow the consultant and the city to engage stakeholders to inform and shape flexible zoning solutions that reflect the needs of modern industries and anticipate future demands for the area. The consultant should provide an engagement and outreach plan that includes stakeholders such as property owners, tenants, and neighboring communities. Outreach should include:

- Organize and facilitate public meetings (2 minimum).
- Organize and facilitate other workshops, focus groups, and online platforms as determined by the consultant to gather input, feedback, and recommendations.
- Incorporate community input into the plan development process, ensuring that stakeholder perspectives and priorities are considered.
- Give two presentations to the Urban County Planning Commission during a regularly scheduled Work Session meeting as well as the project advisory committee (4 total presentations).
- Give a presentation to the Urban County Council during their regularly scheduled General Government and Planning Committee meetings.

4. Land use and transportation spatial framework(s):

Develop an overarching spatial planning framework for future development that reflects the goals of the project and the UGMP. Components should include:

Green Infrastructure

- Utilize the UGMP recommendations to map and integrate areas of open space, greenways and adjacent future trail networks.
- Summarize how modern industrial parks are addressing environmental issues, including but not limited to implementing green building standards, utilizing renewable energy sources, and enhancing waste management practices. Recommend how these practices can be integrated into Blue Sky development.

Urban Development

- Utilize other relevant LFUCG Plans, including the UGMP recommendations and the 2017 Rural Land Management Plan, to determine the best land uses for the activity center (more detailed list in Relevant Plans/Studies section).
- Identify sites internal to the Blue Sky area that could incorporate non-industrial uses to provide more access to goods, services, and other daily amenities to serve the employees and customers of the activity center.

- Identify locations that are suitable for a broader range of industrial uses (light industrial, manufacturing, flex space, etc.) as well as for adaptive reuse.
- Recommend sites, as well as building orientations, that would improve walkability and transit access within the area.
- Identify and recommend appropriate buffers between Blue Sky and the RSA.
- Identify how to better integrate and connect Blue Sky with other portions of the USA, including Areas 3, 4 and 5 of the UGMP.

Transportation

- Identify transportation infrastructure improvements that are required to support additional industrial development and to optimize freight movement in to, out of, and within Blue Sky. Additionally, determine suitable locations for refueling freight vehicles that use alternative fuels.
- Identify roadway improvements external and internal to the site that are necessary to meet Lexington's Complete Streets policy and provide a range of transportation options.
- Evaluate the I-75 / Athens-Boonesboro Road interchange and recommend design improvements to improve safety for all travel modes.
- Identify transportation improvements needed to better connect Blue Sky with other portions of the USA.
- Develop Complete Street improvement concepts, in coordination with the KY Transportation Cabinet, including proven safety measures, to improve access and safety for all users along Athens-Boonesborough Road between Blue Sky and Areas 3, 4 and 5 of the UGMP.

Infrastructure and Community Facilities

- In coordination with LFUCG staff and the Division of Planning, identify and map the regional infrastructure networks required to enable urban development, including sewer, utilities, etc., resulting in lot configuration options. Provide a comprehensive analysis of the costs associated with construction and maintenance of the public infrastructure to enhance and improve access for economic development.

5. Conceptual plans for catalytic sites:

- Develop preliminary designs and renderings for at least one catalytic site for the Blue Sky area, whether existing or newly identified, with the final choice to be determined by the client.

6. Develop a regulatory framework for implementation:

- Recommend policies, zoning ordinance and land subdivision regulation updates that are needed to achieve the goals of the Blue Sky SAP. Include zoning recommendations and zoning ordinance text that reflects the needs of modern industries while anticipating future demands for industrial areas in Lexington-Fayette County for the next 30 years. Include any recommended criteria that should be provided or considered as part of the development review and zone change process to better evaluate and demonstrate agreement with the SAP.

KEY STAKEHOLDERS

- Property owners, tenants and business operators, and residents within and adjacent to identified area(s).
- At-Large Councilmembers and those representing Council Districts in the chosen area(s).
- Transportation and land use policy makers including the Urban County Planning Commission, project advisory committee, Lexington Area MPO, Lextran and the Kentucky Transportation Cabinet (KYTC).
- LFUCG Division staff including Planning, Housing and Community Development, Economic Development, Parks and Recreation, Environmental Quality and Public Works, and Water Quality.
- Local economic development organizations such as the Lexington-Fayette Urban County Industrial Authority ("Industrial Authority") and Commerce Lexington.

TIMELINE

Notice to proceed is anticipated on April 24, 2025, with a desired project completion not to exceed one year, inclusive of plan adoption by the Urban County Planning Commission as a component of Imagine Lexington 2045.

PROJECT OVERSIGHT

The Division of Planning will be the primary project contact and will facilitate close coordination with the Urban County Planning Commission and the project advisory committee.

RELEVANT PLANS/STUDIES

Blue Sky Rural Activity Center 2000 Small Area Plan: https://issuu.com/lexingtonky1/docs/blue_sky_rural_activity_center_2000_sap

City of Lexington 2045 Comprehensive Plan: https://www.lexingtonky.gov/imaginelexington

2024 Urban Growth Master Plan: https://www.imaginelexington.com/ugmp

Imagine Lexington Growth Trend Reports (Updates to Lexington's Existing Conditions and Growth Trends Report of the Sustainable Growth project): https://www.imaginelexington.com/growthreports

Lexington Area MPO 2050 Metropolitan Transportation Plan (2024): https://lexareampo.org/wp-content/uploads/2024/05/MTP-2050_FINAL_May-15.pdf

Lexington Area MPO Regional Bicycle & Pedestrian Master Plan (2018): https://lexareampo.org/studiesplans/connectlex/

Lexington Complete Streets Policy: https://www.lexingtonky.gov/complete-streets

2023 Sanitary Sewer Capability Study Report: https://issuu.com/lexingtonky1/docs/2023_sanitary_sewer_capability_study_report.

2012 Blue Sky Pumping Staton & Force Main Technical Memorandum #1 and Rev. 2: https://lexingtonky-my.sharepoint.com/:f:/r/personal/chmartin_lexingtonky_gov/Documents/Blue%20Sky%20Historical?csf=1&web=1&e=SCDaN6.

2006 RSA Sewer Capability Study: https://issuu.com/lexingtonky1/docs/rural-service-area-sanitary-sewer-study

Rural Land Management Plan (2017) and PDR Protected Land: https://www.lexingtonky.gov/boards/rural-land-management-board

Greenway Master Plan (2002) *currently funded for update*: https://drive.google.com/file/d/0B0aBvWAKyfxaNVU1WTZuS21jdjQ/view?resourcekey=0-tIUV2Cj5sdAsJbVK5S0VYQ

Urban Tree Canopy Assessment and Planting Plan (2022): https://www.lexingtonky.gov/lexingtons-tree-canopy

Public Engagement Toolkit: https://www.imaginelexington.com/PET

DELIVERABLES

- A final digital report that details the findings and outcomes of each of the tasks set forth in the scope of work.
    - Include the PDF and packaged InDesign file (if used); includes a folder with full resolution maps, diagrams, charts, tables, and all other imagery used in the final report.
- Data sets collected or created during the performance of the study, including GIS files. Note that the Lexington Fayette Urban County Government will be the owner of all data, spreadsheets, and GIS layers developed as part of this SAP.
    - All maps and digital mapping products shall be geo-located and referenced in GIS.
    - GIS files shall be distributed to LFUCG in shapefile (shp) or geodatabase (gdb) formats.
- An executed public outreach plan and full resolution digital copies of any public display materials or presentations in relation to the project.
- A total of six (6) project presentations to relevant policy and legislative bodies, including:
    - Two project update presentations to the Urban County Planning Commission and the project advisory committee during their regularly scheduled meetings (4 total presentations).

- One public hearing presentation to the Urban County Planning Commission (1 presentation).
- One presentation to the Urban County Council during their regularly scheduled Committee or Council meetings (1 presentation).

SCHEDULE & PAYMENT

The Consultant shall provide a preliminary project schedule indicating deadlines for deliverables. The selected consultant will be responsible for developing a revised project schedule at the beginning of the contract.

The LFUCG shall not approve payment in an amount greater than the contract fee percentage shown below for each project milestone.

Tasks 1 through 2: **25%**
Tasks 3, 4 & 5: **50%**
Task 6, 7 & draft report: **85%**
Delivery of final report, presentations & data sets: **100%**

SUBMITTAL REQUIREMENTS

A digital PDF version of the proposal shall be submitted for the project. Each proposal must include the following:

1. Brief history of the consulting firm or firms on your team.
2. The names and resumes of the people who will be assigned to the project, their role, and the percentage of their time that will be committed to this project.
3. Why is your team best suited to develop the Blue Sky SAP. What unique ideas or experience does your team bring to the table?
4. Examples of projects of similar scope performed by the firm and the personnel that will be assigned to the project. Include project references.
5. Outline of the consulting team's project approach, project milestones, total cost of services, and a timeline for completing the project.

SELECTION CRITERIA

A selection committee will evaluate and score the consulting firm / teams based on their qualifications and level of knowledge and experience working on projects of similar scope and scale.

The selection will be based on the qualifications of the consultant team and the quality of the proposal. However, LFUCG reserves the right to call references provided in the submittal and to require phone or personal interviews with firms requiring additional evaluation.

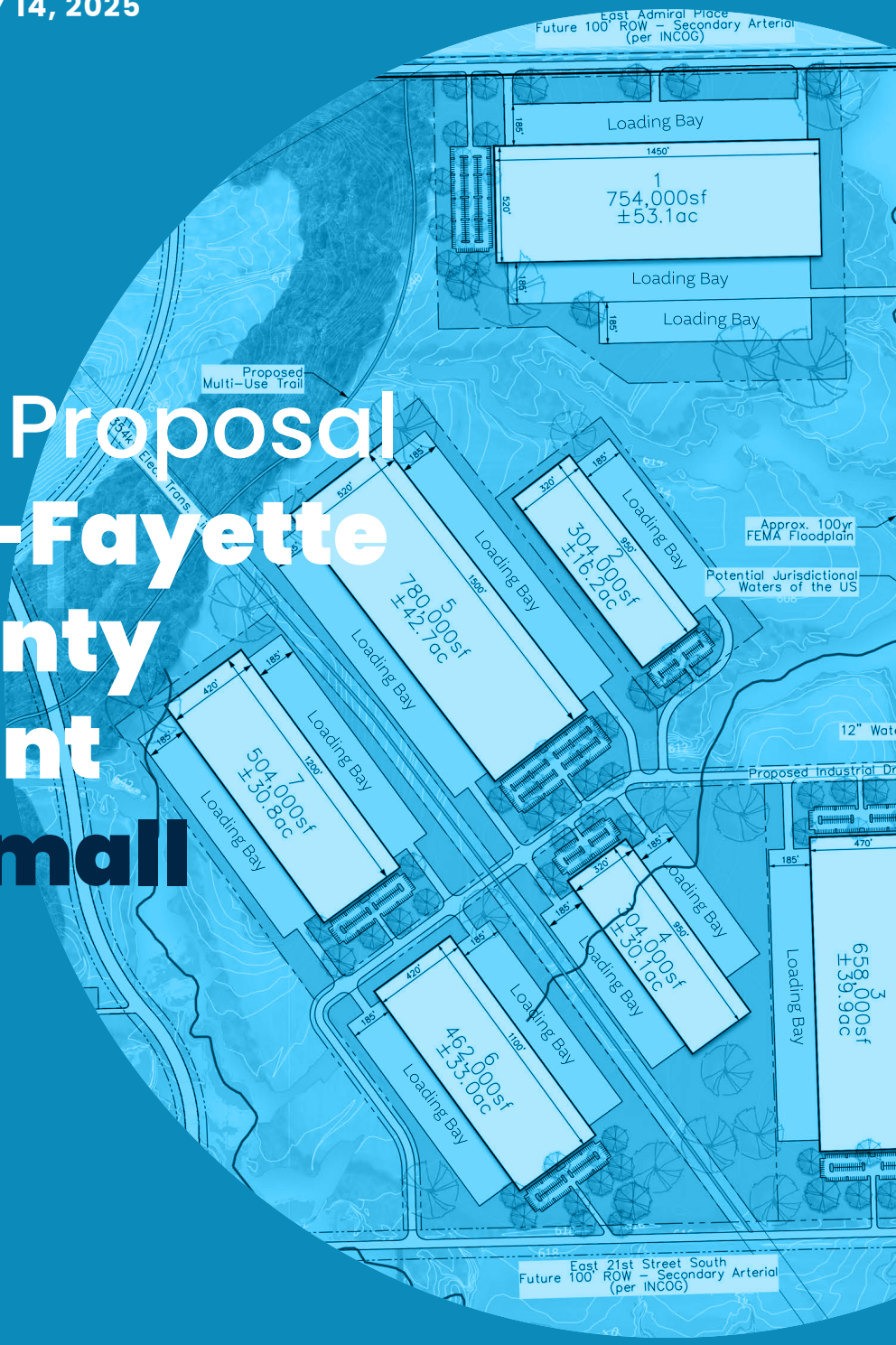
LFUCG reserves the right, in its sole discretion, to reject any submittal it considers to be non-responsive. Should LFUCG fail to reach agreement with the firm/team initially selected, LFUCG reserves the right to

commence negotiations with the next highest ranked firm/team. LFUCG may select a firm without an interview or may choose to interview all or a limited number of firms/teams.

The following criteria will be used for the evaluation:

CRITERIA	SCORE
Specialized qualifications, experience and technical competence of the person or firm regarding the services requested.	**30 Points**
Familiarity with the details of the project and proposed approaches for providing required services.	**15 Points**
The professionalism of the written proposal.	**20 Points**
The past record and performance on contracts with the Urban County Government or other governmental agencies and private industry, including references, with respect to such factors as control of cost, quality of work, and ability to meet schedules.	**10 Points**
The capacity of the consulting team to perform the work within the time limitations, providing for a clear explanation for project timeline adjustments as necessary in the response.	**10 Points**
Cost of services.	**15 Points**

RFP: **#2-2025** / DUE: **FEBRUARY 14, 2025**



TSW Team Proposal

Lexington-Fayette Urban County Government

Blue Sky Small Area Plan

SUBMITTED BY:

Tunnell-Spangler-Walsh & Associates, Inc.
d/b/a **TSW**
Contact: Samantha Castro, Senior Associate
Lexington Office Manager
110 West Vine Street, Suite 300
Lexington, KY 40507
Phone: 859.317.5585
Email: scastro@tsw-design.com
Web: www.tsw-design.com

TSW
TUNNELL, SPANGLER, WALSH & ASSOCIATES

TSW TEAM PROPOSAL

Table of Contents

Letter of Interest.....iii

Section 1: TSW Team Overview.....1

TSW
Partners for Economic Solutions
Gresham Smith
Yard & Company
Strategic Location Advisors
Previous Team Collaborations

Section 2: Key Personnel.....4

TSW Team Organizational Chart
TSW Team Commitment
Key Personnel Resumes

Section 3: Project Understanding 22

The TSW's Team's Understanding of the Blue Sky Small Area Plan's Goals
What Makes the TSW Team Unique

Section 4: Similar Experience.....25

Recent TSW Project Experience Overview
Highlighted Projects

Section 5: Project Approach....52

Proposed Work Plan
Task 0. Project Kick-Off & Ongoing Management
Task 1. Guiding Principles
Task 2. Existing Conditions Inventory & Market Analysis
Task 3. Public & Stakeholder Engagement
Task 4. Land Use & Transportation Spatial Framework(s)
Task 5. Conceptual Plans for Key Site(s)
Task 6. Regulatory Framework Development
Task 7: Final Plan
Optional Tasks
Project Schedule

Section 6: Cost Proposal....60

Appendix: Required Forms + Additional Information....61

TSW

TUNNELL, SPANGLER, WALSH & ASSOCIATES

Atlanta, Georgia
Lexington, Kentucky
Tulsa, Oklahoma
Chattanooga, Tennessee

February 14, 2025

Dear Selection Committee:

Tunnell-Spangler-Walsh & Associates, Inc. (TSW) is pleased to submit the following proposal to help the Lexington-Fayette Urban County Government to develop the Blue Sky Small Area Plan by providing an analysis of existing conditions and an identification of opportunities that will help Lexington-Fayette County meets current and future industrial land use needs and economic goals.

The **TSW Team** has been assembled to bring expertise in land use planning, site planning for industrial and commercial centers, economics and market analysis, transportation planning, green infrastructure, and community participation. The team will be managed by TSW, which will guide analysis, land use, open space and conservation strategies, concept planning, stakeholder engagement, and implementation strategies. Assisting TSW are **Partners for Economic Solutions** for market analysis, development feasibility, and financing mechanisms; **Gresham Smith** for transportation and infrastructure; **Yard & Company** for public engagement, branding and marketing; and **Strategic Locations Advisors** for their local knowledge of market conditions and economic development.

Our team has a deep understanding of this area and the goals for the Blue Sky Small Area Plan, including the politics behind the process, the significant role *Imagine Lexington 2045* and the *Urban Growth Master Plan* will play. Work performed on both of these major efforts by members of our team means that we are ready to hit the ground running - we have already gathered much of the data, crunched many of the numbers, and been considering for months how the Blue Sky Small Area Plan can and should coexist symbiotically with the areas of growth.

Our team has extensive municipal planning experience, including comprehensive planning and land use planning that focuses on industrial and commercials centers. The TSW Team has worked with cities, counties, and private developers all across the Southeastern United States developing a variety of innovative plans and studies and collaborating with community members and stakeholders. Our team has a thorough understanding of challenges and opportunities when addressing land use, economics, transportation, and infrastructure to ensure a successful plan and implementation.

We focus on realistic recommendations. One of the main driving forces of our planning process is ensuring that policies and project recommendations are realistic. We've taken numerous planning efforts through completion, working with municipalities, the community, and private developers. This expertise of planning from concept to implementation provides us with unparalleled knowledge and understanding of assessing current conditions and examining big picture needs and opportunities that result in targeted, realistic recommendations.

As the leader of our Lexington, Kentucky, office, Samantha Castro will be the main contact for this effort. Please do not hesitate to contact me or Samantha if you have any questions.

Sincerely,

Caleb Racicot, Principal

Direct: 470.751.2430
Email: cracicot@tsw-design.com

Samantha Castro, Senior Associate

Direct: 859.317.5585
Email: scastro@tsw-design.com

SECTION 1:

TSW Team Overview

The **Tunnell-Spangler-Walsh & Associates (TSW) Team** has been assembled to bring expertise in land use planning, site planning for industrial and commercial centers, economics and market analysis, transportation planning, green infrastructure, and community participation. The team will be managed by TSW, which will guide analysis, land use, open space and conservation strategies, concept planning, stakeholder engagement, and implementation strategies. Assisting TSW are **Partners for Economic Solutions** for market analysis, development feasibility, and financing mechanisms; **Yard & Company** for public engagement, branding and marketing; **Gresham Smith** for transportation and infrastructure; and **Strategic Locations Advisors** for their local knowledge of market conditions and infrastructure needs.

Tunnell-Spangler-Walsh & Associates, Inc. (TSW)

TSW is a full-service planning, architecture, and landscape architecture firm of talented professionals who work collaboratively to provide our clients with extraordinary designs for communities, buildings, and greenspaces. We were founded in Atlanta, Georgia, as a corporation in 1990. With approximately 47 full-time employees in our Atlanta headquarters and offices in Lexington (KY), Tulsa (OK), and Chattanooga (TN), our small office size allows our principals to be hands-on in every aspect of a project and enables more multidisciplinary collaboration.

For more than 35 years, we have been proud to create award-winning plans that embody the principles of livable communities: walkability, sense of place, compelling public spaces, human-scaled buildings, and connectivity. We are involved in all stages of community planning and design, including outreach, visioning, coding, site planning, architecture, and streetscape design, and are proud to see many of our projects move from concept to completion in a range of diverse locations throughout the Southeast.

TSW's personnel includes 47 full-time employees, several of whom work in multiple studios. Our staff members include: 23 planners (14 with AICP accreditation), 6 transportation planners, 13 registered landscape architects, 5 landscape designers, 4 registered architects, 9 project architect designers, 8 LEED Accredited Professionals, and 2 administrative employees.

TSW Contact Information

Samantha Castro, Senior Associate
Lexington Office Manager
110 West Vine Street, Suite 300
Lexington, KY 40507
Phone: 859.317.5585
Email: scastro@tsw-design.com
Web: www.tsw-design.com

Partners for Economic Solutions

Partners for Economic Solutions (PES) is an urban economics firm formed by Anita Morrison and Abigail Ferretti in 2008. Together, we bring more than 65 years of experience in development and redevelopment economics, economic and fiscal impact analysis, public/private partnerships and area plans. Our housing market and strategy experience spans rural, suburban and urban communities, getting to the heart of the factors that inhibit the market's ability to respond to the full range of workforce housing demands. Our deep understanding of local and regional economies gives us important insights into economic growth and commuting patterns and the subsequent housing demands. We are a Woman-Owned Business Enterprise certified by the District of Columbia Department of Transportation.

PES Contact Information

Anita Morrison, Principal
349 Cedar Street NW
Washington, DC 20012
Phone: 202.621.9103
Email: amorrison@pesconsult.com
Web: www.pesconsult.com

Gresham Smith

Gresham Smith is an architecture, engineering and design practice that provides creative solutions while genuinely caring for each other, our clients and our communities. With 26 locations throughout the US, including an office in downtown Lexington, we offer a national perspective with a local feel. That means we not only bring a broad range of experience to the picture, but we also really get to know our clients, their business and the entire landscape of their project. It's not about our personal accolades or portfolio—we define success by how well we solved the problem and served the greater good of the community.

Gresham Smith Contact Information

Louis Johnson, Executive VP
100 West Main Street, Suite 350
Lexington, KY 40507
Phone: 859.469.5610
Email: louis.johnson@greshamsmith.com
Web: www.greshamsmith.com

Yard & Company

Yard & Company is a design-build firm that works nationally to plan, design, brand, activate and operate great places. We are a boutique 10-person team of designers, architects, development strategists, and planners who double as people connectors, activators, and storytellers. We thrive at the intersection of community and commerce. Sometimes complicated, sometimes tense, and sometimes downright messy, that energy is the same space where growth begins. We believe development shouldn't develop-out the community, and the best way to get there is through a collaborative process for building places that people connect to emotionally and economically. Our portfolio of work includes master plans, reinvestment strategies, community-wide and district planning, and the activation of mixed-use places around the country.

Yard & Co. focuses on the early stages of community development, including visioning, goal setting, and policy development. We use our expertise in urban planning, community engagement, and economic development to create comprehensive plans that address housing, transportation, economics, and environmental sustainability. We also help craft public brands, design public spaces, and facilitate community engagement to ensure all voices are heard. Our work has a proven track record of transforming communities across the country into more equitable, sustainable, and livable places. Whether you're a small town, a large city, or a county, Yard & Co. has the expertise and experience to help you achieve your vision.

Yard & Company Contact Information

Joe Nickol, Co-Founder, Principal
1542 Pleasant Street
Cincinnati, OH 45202
Phone: 513.813.8266
Email: joe@buildwithyard.com
Web: www.buildwithyard.com

Strategic Location Advisors

Strategic Location Advisors, LLC was founded on the experience and passion of owner Chuck Sexton. His rural upbringing and successful work in Economic Development, Site Selection, and Strategic Planning converged into an idea for a consulting firm with the overall goal of creating opportunities for people across the country to grasp a better future. We guide location decisions for companies and growth for communities. Our vision at SLA is to help companies and communities make strategic decisions for long-term success, manageable growth, and impactful job creation. We are passionate about fueling economic development and guiding companies to locations that can support their needs while protecting their bottom line.

The Strategic Location Advisors team has successfully:

- Led local and regional economic development organizations.
- Led the certification and development of megasites, industrial parks, and build-ready marketable sites.
- Led state-level international marketing missions, industry recruitment, and business retention.
- Negotiated multi-million dollar deals for the benefit of communities and regions.
- Chaired economic development boards and industry associations.
- Obtained hundreds of millions in state and federal grant funding for economic development and community projects.

Strategic Location Advisors Contact Information

Chuck Sexton, Founder & CEO
518 S. 12th Street
Murray, KY 42071
Phone: 270.832.5990
Email: chuck@strategiclocation.us
Web: www.strategiclocation.us

Previous Team Collaborations

Many of the key personnel on the TSW Team have worked collaboratively over the past 10 years on various municipal planning studies and projects. TSW believes in pulling together the best team for the job, has good relationships with these firms, and understands the strengths and expertise that each firm brings to the team. Because of our previous work history, our team is able to quickly assess a scope of work, determine roles and responsibilities, and commence work immediately following contract negotiations. Recent project collaborations include:

- Lexington-Fayette Urban County Government Infrastructure Funding Plan (Ongoing): Partners for Economic Solutions, Gresham Smith
- Lexington-Fayette Urban County Government Growth Management Master Plan: TSW, Partners for Economic Solutions, Gresham Smith
- Augusta Sustainable Development Implementation Program: TSW, Partners for Economic Solutions
- Gwinnett Safe & Equitable Multimodal Access Study: TSW, Gresham Smith
- City of Sumter Downtown Master Plan: TSW, Partners for Economic Solutions
- Imagine New Circle: Samantha Castro of TSW, Gresham Smith
- Town Branch Commons: Samantha Castro of TSW, Gresham Smith

SECTION 2:

Key Personnel

TSW Team Organizational Chart

TSW TEAM PROJECT MANAGEMENT:

Principal-in-Charge: **Caleb Racicot**
Project Manager: **Samantha Castro**

PUBLIC ENGAGEMENT & STAKEHOLDER OUTREACH

Samantha Castro
Christopher Myers
Jia Li
Joe Nickol
Kevin Wright
Daniella Beltran
Andre Johnson
Erin Masterson
Andrew Walls
Andrea Cull

MASTER PLANNING

Samantha Castro
Adam Williamson
Jia Li
Christopher Myers
Bryan Bays
Joe Nickol
Kevin Wright
Daniella Beltran
Andre Johnson
+ Support Staff

MARKET ANALYSIS

Anita Morrison
Abigail Ferretti
Samantha Castro
Chuck Sexton
Ivy Stanley
+ Support Staff

TRANSPORTATION & INFRASTRUCTURE

Matthew McLaren
Erin Masterson
Andrew Walls
Andrea Cull
Bryan Bays
+ Support Staff

REGULATORY FRAMEWORK FOR IMPLEMENTATION

Samantha Castro
Caleb Racicot
Christopher Myers
Joe Nickol
Kevin Wright
Matthew McLaren
Erin Masterson
Andrea Cull

TSW Team Commitment

TSW has a stringent policy about only pursuing work that we have available staff for to ensure a detailed, implementation-based planning process that stays on time and on budget. At the conclusion of contract negotiations, our team is committed and ready to commence work immediately. The TSW Team has reviewed staff workloads for the estimated timeframe for this project. The staff members that are included in this proposal will be assigned to the project, if awarded, and will remain on the project throughout its duration. If a staff member does need to be replaced because of unforeseen circumstances, Lexington-Fayette Urban County Government will be notified immediately, and that staff person will be replaced by another staff member with equal or greater qualifications and experience. Below are estimated, minimum percentages of time for each key personnel.

TSW

▪ Caleb Racicot, Principal-in-Charge / Planner	20-25%
▪ Samantha Castro, Project Manager / Community Planner	60-65%
▪ Adam Williamson, Project Advisor / Planner / Landscape Architect	10-15%
▪ Jia Li, Community Planner / Urban Designer	25-30%
▪ Christopher Myers, Planner / Code Specialist	25-30%
▪ Bryan Bays, Landscape Architect / Parks + Trails Specialist	10-15%

Partners for Economic Solutions

▪ Anita Morrison, Economic Analyst	25%
▪ Abigail Ferretti, Economic Analyst	30%

Gresham Smith

▪ Matthew McLaren, Senior Civil Engineer	20%
▪ Erin Masterson, Senior Landscape Architect	40%
▪ Andrew Walls, Civil Engineer	30%
▪ Andrea Cull, Transportation Engineer	35%

Yard & Company

▪ Joe Nickol, Urban Designer	15-20%
▪ Kevinn Wright, Branding and Marketing	15-20%
▪ Daniella Beltran, Planner / Engagement	20-25%
▪ Andre Johnson, Urban Designer / Engagement	20-25%

Strategic Location Advisors

▪ Chuck Sexton, Strategic Planner	10%
▪ Ivy Stanley, Strategic Planner	15%



Caleb Racicot, AICP, LEED AP

Principal-in-Charge / Planner

Caleb, a Principal at TSW, is a community planner specializing in urban design, smart growth codes, community retail strategies, and the use of corridor studies as catalysts for community building. Caleb has worked in both the public and private sectors and led numerous community workshops. Caleb frequently speaks on coding implementation to municipalities, professional organizations, and neighborhood groups.

Education:
2001 Master of City Planning
Georgia Institute of Technology

1997 Bachelor of Science in Environmental Design
University of Massachusetts at Amherst

Professional Affiliations:
- American Planning Association
- American Institute of Certified Planners
- CNU
- Parking Reform Network

Awards:
- 2021 GPA Outstanding Planning Process for City of Decatur's Destination 2030
- 2017 VeloCity Award for Bike-Friendly Policy: Atlanta Zoning Update

TSW

Representative Projects

Barrow Industrial Land Use and Zoning Audit (Barrow County, GA) – Project Manager for an audit of local land use plan and zoning regulations, focusing on industrial development. The project assessed how effectively the existing regulatory framework supported industrial growth, with particular emphasis on emerging industries, the entitlement process timeline compared to competing counties, and strategies to enhance Barrow County's business-friendliness for high-tech and clean industries. The process also included zoning revisions aimed at increasing competitiveness while minimizing impacts on the local quality of life.

Urban Growth Master Plan (Lexington, KY) - Planner for developing a framework for future development for the upcoming expansion of Lexington's Urban Service Area. The project includes an extensive public and stakeholder engagement process to direct strategies and methods to guide sustainable and equitable development.

Industrial Mixed-Use Zoning (Atlanta, GA) - Project Manager for the creation of a new zoning district designed for traditional industrial areas transitioning to mixed-use development while maintaining a public policy commitment to preserving industrial uses. The district establishes standards requiring a minimum level of industrial activity on all sites over one acre, with a focus on industrial uses that are compatible with residential and commercial developments. Additionally, the code incorporates essential design standards to promote walkability and align industrial development with broader urban design policies.

Upper Westside Coding Support (Atlanta, GA) - Project Manager for ongoing zoning support for the Upper Westside Community Improvement District (UWCID), a business organization representing a rapidly evolving industrial area on Atlanta's westside. Key responsibilities include leading the development of a new overlay zoning district to balance industrial and nonindustrial growth. This effort focuses on protecting viable industrial sites from nonindustrial encroachment, establishing a network of interconnected streets, trails, and sidewalks, and implementing landscaping and urban design standards. Following adoption, assist the CID by reviewing applications and providing guidance on ongoing zoning matters.

BeltLine SubArea 1 and 2 Master Plans (Atlanta, GA) - Principal-in-Charge and Project Manager for comprehensive master plans that integrate parks, mobility, land use, and circulation into a five-year implementation strategy with a focus on public involvement.



Samantha Castro, AICP, LEED ND

Project Manager / Community Planner

Samantha recently joined TSW as a Senior Associate in the Planning Studio. She brings more than 20 years of experience as a planner and urban designer in the public and private sectors. She enjoys working with the community, soliciting input on large-scale master planning efforts to small area plans. Samantha has served as an Adjunct Professor for the Community Design and Engagement Studio at the University of Kentucky since 2018.

Education:
2005 Master of Landscape Architecture and Regional Planning University of Pennsylvania

2002 Bachelor of Arts with dual major in Art History and French Wellesley College

Professional Status:
- American Institute of Certified Planners
- LEED Accredited Professional for Neighborhood Development

Professional Affiliations:
- APA / Kentucky Chapter Executive Committee Member
- ULI - Kentucky

Awards:
- 2021 APA Kentucky Outstanding Public Engagement: City of Lexington's Division of Planning "Mornings with Planning" Webinar Series

TSW

Work Experience:

Prior to joining TSW, Samantha was a Senior Planner for Lexington-Fayette Urban County Government and a Planner/Urban Designer at Lord Aeck Sargent, AECOM, and EDAW.

Representative Projects:

Urban Growth Master Plan (Lexington, KY) - Project Manager and Land Use Planner for developing a framework for future development for the upcoming expansion of Lexington's Urban Service Area. The project includes an extensive public and stakeholder engagement process to direct strategies and methods to guide sustainable and equitable development.

Lexington Complete Streets Design Manual (Lexington, KY) - Consulting services for the creation of a comprehensive Complete Street Design Manual integrating existing street design standards including the City's Roadway Manual, Subdivision Regulations, and Neighborhood Traffic Management Program Guide, focused on legibility, accessibility, and best practice.

Imagine Lexington Comprehensive Plan* (Lexington, KY) - Senior Long Range Planner for portions of the Lexington-Fayette Urban County Government's 2018 and 2023 Comprehensive Plans. Related work included county-wide community engagement efforts, authorship of the Comprehensive Plan itself, and subsequent implementation of policy and regulation changes, and related plans and studies.

Imagine New Circle Road* (Lexington, KY) - Project Manager for a land use and transportation study of one of Lexington's major corridors. Bringing together residents, business owners, policymakers, and other community members to propose transportation and streetscape improvements, new housing and development opportunities, and ways to support existing and new businesses.

Winburn Small Area Plan* (Lexington, KY) - Project Manager, Land Use Planner, and Public Engagement Specialist for an area with more than 5,000 residents whose socioeconomic and demographic composition is distinct from much of Lexington. Input from residents, community members, and the advisory committee was incorporated into a plan which called for increasing connectivity for all transit modes, improving access to resources, and promoting home ownership and housing conditions while optimizing the use of land.

*Work completed prior to joining TSW.



Adam Williamson, PLA, PLA, LEED AP

Project Advisor / Planner / Landscape Architect

Adam, a Principal at TSW with over 25 years of experience, is a planner and landscape architect who specializes in planning and revitalization of activity centers, commercial districts, and corridors. He has worked on a variety of implemented projects, including rural to urban master plans, private developments, higher education facilities, and streetscape revitalization projects. Adam has extensive experience leading public charrettes and workshops to develop realistic community-supported plans.

Education:
1997 Bachelor of Landscape Architecture
University of Georgia

Professional Status:
- Registered Landscape Architect: GA (#1089), NC (#1769), and SC (#1064)
- American Institute of Certified Planners
- LEED Accredited Professional

Professional Affiliations:
- APA / GPA
- Urban Land Institute
- CNU

Awards:
- 2019 APA Small Town and Rural Planning Division - Vernon Deines Award: Downtown Kingsport Master Plan
- 2017 CNU Charter Award: Duluth - Parsons Alley

TSW

Work Experience:

Prior to joining TSW in 2000, Adam worked at Altamira Design and Kolias Bradford & Associates in Atlanta, Georgia.

Representative Projects:

Project Edge Master Plan (Sapulpa, OK) – Principal-in-Charge to create a long range master plan that provides recommendations on land use and economic development strategies for the redevelopment of the commercial and industrial Town West corridor along Interstate 44.

JLL Commercial and Industrial Site Planning (Atlanta, GA) – Principal-in-Charge for creation of conceptual site plans for ten vacant/available industrial and commercial sites that provide real estate company JLL with visioning and marketing material for the sites.

Muscogee Creek Nation Industrial Park Master Plan (Okmulgee, OK) - Principal-in-Charge for the creation of a 1,500 acre industrial park feasibility master plan for the Muscogee Creek Nation tribe located on a newly acquired ranch. Project deliverables included conceptual site planning, cost estimates, and 3D graphic visioning.

Fairfield County Interchanges Conceptual Master Plan (Fairfield County, SC) - Principal-in-Charge for the creation of a master plan that establishes a vision for future growth in the county for areas along Interstate-77; the main north/south artery of the county. The study area consists of approximately 13,000 acres of primarily forested land with pockets of commercial and industrial development at the Interstate exits between Richland County and Chester County.

Serta Simmons Headquarters at Assembly Yards (Doraville, GA) - Lead Landscape Architect for the surrounding landscape and amenity spaces of the new Serta Simmons Bedding Headquarters. Design elements include a detailed overall planting design, outdoor social spaces for office users, and a multi-use entry greenspace and plaza.

Augusta Sustainable Development Implementation Program (Augusta, GA) - Project Manager and Planner for HUD sponsored 4.5-mile corridor revitalization plan focused on multi-modal transportation, urban design, and affordable housing. The program also includes an extensive public outreach effort.



Jia Li, AICP

Community Planner / Urban Designer

Jia is a community planner specializing in incorporating design into public and private planning efforts. Jia 's experience includes a range of projects: downtown master planning, community based urban redevelopment plans, urban design, and public policy initiatives. In addition, she has excellent hand and computer graphic skills that aid in communicating ideas and concepts.

Prior to joining TSW in Fall of 2006, Jia worked with the City of Atlanta as a senior planner, where she managed a variety of city-sponsored plans. Since joining TSW, she has built on this experience to successfully lead all facets of both public and private planning efforts.

Education:
2004 Master of City and Regional Planning Georgia Institute of Technology

2002 Master of Science in City Planning and Design, Tianjin University

1999 Bachelor of City Planning and Design, Tianjin University

Professional Status:
- American Institute of Certified Planners

Professional Affiliations:
- American Planning Association

Awards:
- 2013 GPA Outstanding Planning Document: Augusta Sustainable Development Implementation Program
- 2020 Urban Guild Awards Design Excellence: Las Catalinas Beachtown

TSW

Representative Projects:

Urban Growth Master Plan (Lexington, KY) - Project Planner for developing a framework for future development for the upcoming expansion of Lexington's Urban Service Area. The project includes an extensive public and stakeholder engagement process to direct strategies and methods to guide sustainable and equitable development.

Robson Ranch Master Plan (Tulsa, Broken Arrow, and Fair Oaks, OK) - Project Planner for master planning effort that includes 12,000 acres across three municipalities. Process began with an update to Fair Oak's Comprehensive Plan (also completed by TSW), market study to determine viability, and detailed planning for 7,000 acres, the core of the ranch property.

JLL Commercial and Industrial Site Planning (Atlanta, GA) – Project Planner for creation of conceptual site plans for ten vacant/available industrial and commercial sites that provide real estate company JLL with visioning and marketing material for the sites.

City of Sandy Springs North End Design Redevelopment Concepts (Sandy Springs, GA) - Urban Designer/Project Planner support for different scenarios of redevelopment concept plans for four underutilized redevelopment sites.

Augusta Sustainable Development Implementation Program (Augusta, GA) - Project Planner and Urban Designer for HUD sponsored corridor revitalization plan focused on multi-modal transportation, urban design, and affordable housing. The plan created a detailed plan and implementation program for a cluster of transit-oriented development neighborhoods along the corridor.

Doraville Livable Centers Initiative Study (Doraville, GA) - Project Planner for a community based, economically viable plan for downtown area and former GM site design. The project was based on an extensive public participation process, established a framework for guiding redevelopment within a network of blocks and public spaces with a flexible program of uses and densities.

E. Kenosha Corridor Study (Broken Arrow, OK) - Project Planner for 3,500 acres study area to look at development patterns, vehicular and pedestrian connectivity, and environmental constraints throughout the study area, and create design standards and guidelines to guide future growth and development.



Christopher Myers

Planner / Code Specialist

Christopher, an Associate at TSW, has more than 10 years of experience as a planner, administering development regulations and consulting with municipal clients on analyzing, amending, and rewriting zoning ordinances and design guidelines. His planning work focuses on building a more equitable, healthy, and prosperous world, helping clients and clients' constituents make their vision reality. He has extensive experience writing and organizing technical documents in a user-focused fashion while building trust and a collaborative spirit among clients and their constituents.

Education:
2014 Master of Science in Historic Preservation
Ball State University

2013 Bachelor of Urban Planning and Development
Ball State University

Professional Affiliations:
- American Planning Association

Awards:
- 2021 American Planning Association Kentucky Chapter Outstanding Project Award for City of Covington's Neighborhood Development Code

Work Experience:

Prior to joining TSW, Christopher was a project manager and code specialist with ZoneCo, a zoning and historic preservation administrator with the City of Covington, KY, and a senior planner and preservation planner with the City of Indianapolis, IN.

Representative Projects:

Robson Ranch Master Plan (Tulsa, Broken Arrow, and Fair Oaks, OK) - Project Planner for master planning effort that includes 12,000 acres across three municipalities. Process began with an update to Fair Oak's Comprehensive Plan (also completed by TSW), market study to determine viability, and detailed planning for 7,000 acres, the core of the ranch property.

Hochatown Zoning Ordinance - Ongoing (Hochatown, OK) - Project Manager and Lead Code Writer for crafting Hochatown's first zoning ordinance. This project includes best practices training for the Town's planning commission and an in-depth site survey to assess as-built conditions.

City of Twinsburg Zoning Ordinance* (Twinsburg, OH) - Project Manager for rewriting the zoning ordinance and reorganizing related pieces of the City's code of ordinances. This project included extensive public engagement and a diagnostic analysis of the client's existing development ordinances.

Marysville Sign Ordinance* (Marysville, OH) - Project Manager and Graphic Designer for creating a new set of sign standards that is content neutral and easy to administer. The project included refining drafts based on engagement with business and property owners. This project included testing for various signage scenarios to ensure desired outcomes.

Statesboro Unified Development Ordinance* (Statesboro, GA) - Lead Code Writer with a subconsultant team to create a unified set of development standards that supports increased housing options, among other objectives from the City's Comprehensive Plan. This project included in-depth draft reviews with the client's code administrators.

Orange Township Zoning Resolution* (Orange Township/Columbus Metro, OH) - Project Manager for creating a replacement zoning resolution to meet the goals of *Planning Orange, A Community for Everyone* (Comprehensive Plan).

* Completed while with another firm



Bryan Bays, PLA

Lead Landscape Architect / Parks + Trails Specialist

For more than 25 years Bryan has focused on managing and delivering sustainable award-winning projects in the United States and abroad. He is an experienced Landscape Architect who has successfully led multidisciplinary design teams on complicated public and private projects. Bryan has led public workshops, conducted public information meetings, and has extensive experience working with stakeholder groups and City governments to help them understand their vision and achieve their goals. Bryan is a leader in sustainability, often exceeding project goals for water resources management, connectivity, preservation of open space, and project budget.

Prior to joining TSW in 2013, Bryan worked at EDAW and then AECOM as a Landscape Architect and Practice Leader, and now serves as TSW's Director of Landscape Architecture.

Education:
1998 Bachelor of Science in Landscape Architecture
Purdue University

Professional Status:
- Professional Landscape Architect: AL, AR, GA, IN, KY, NC, OK

Professional Affiliations:
- American Society of Landscape Architects

Representative Projects:

Crestwood Connection Plan (Crestwood, KY) - Project Manager for pedestrian connection plan to improve pedestrian connectivity and pedestrian safety with infrastructure enhancements and additions.

Vision Buffalo Bayou (Houston, TX) - Project Manager and Designer for the master planning and concept development of 32-mile long corridor along the Buffalo Bayou and Greens Bayou in Houston while with another firm. This two year study included streambank assessment, public involvement, steering committee input, planning of pedestrian connectivity improvements, parks and open space areas, and flood mitigation features such as low impact development and water quality improvements.

Oldham Interurban Greenway (Oldham County, KY) - Project Manager for planning, design, and construction documents for an 8 mile greenway retracing a historic interurban train route.

Lenox Park Corporate Campus (Brookhaven, GA) - Lead designer for master plan and design of a 15 acre exterior revamp of the ATT campus at Lenox Park. Work included development of new F+B building, on structure landscape and hardscape improvements, outdoor meeting areas, activity areas, and fitness equipment.

One GlenLake (Sandy Springs, GA) - Project Manager for existing office building site. Site design included a flexible use ADA-compliant artificial turf lawn, a large shade structure with globe string lighting, concrete and ipe wood slat plinth seat walls, an on-grade ipe wood deck with a fire pit lounge, permeable paver plazas, and sunken rain gardens.

Sorenson Molecular Biotechnology Commons (Salt Lake City, UT) - Project Manager for landscape architecture design services and construction administration for two LEED Gold research facilities. Unique elements included an extensive system of native bio detention areas to treat stormwater runoff, public gathering spaces, and outdoor teaching spaces.

TSW

PES
Partners for
Economic Solutions

"Bringing private real estate expertise to the public sector to support successful public/ private development."

47 Years of Experience

Master of Public Policy, University of Michigan

Member Affiliations:
- *Lambda Alpha International*
- *Urban Land Institute*
- *American Planning Association*

Volunteer Service:
- *ULI Advisory Panels in Little Rock, AR, Paterson, NJ, Albuquerque, NM, Salem, OR, Oklahoma City, OK, Detroit, MI and El Paso, TX*
- *US 29 Bus Rapid Transit Citizens Advisory Committee*

Anita Morrison, Principal

Anita Morrison founded Partners for Economic Solutions after more than 30 years of economic and development consulting. During her career, Anita has specialized in public/private partnerships, real estate advisory services, redevelopment strategies and economic impact analysis. From large cities to small towns, she applies her understanding of real estate economic fundamentals to questions of development, redevelopment and smart growth. She helps decision makers and the community to understand how economics and land planning interact. Anita is adept at incorporating these economic realities into workable solutions.

Anita drafted the industrial land transformation strategy for the District of Columbia's Ward 5, evaluating trends in Production, Distribution and Repair (PDR) employment and business development and the regional real estate market. She worked with District government agencies, the community and other stakeholders to address the need to protect properties for long-term industrial use and the need to buffer those uses from nearby residential neighborhoods. Strategies encompassed a wide variety of approaches for zoning and regulation, business advocacy, environmental stewardship, workforce development, economic development, business finance and assistance, marketing and branding, nuisance uses, industrial building reuse, place making, infrastructure and municipal uses.

Anita prepared a market analysis and economic development strategy for Four Mile Run Valley in Arlington, VA. This cluster of older industrial facilities served industrial uses that otherwise have been squeezed out of this suburban county. She highlighted the importance of accommodating industrial and heavy service uses in locations easily accessed by local residents and explored opportunities to help meet the County's need for additional industrial lands for its maintenance equipment, school bus storage and other back-of-house municipal functions.

For Montgomery County Planning Department, she analyzed industrial land use trends, identified issues and recommended strategies to ensure that the county retains a solid base of service providers and other users of industrial land. In a major strategy for the City of Baltimore, she developed a systematic

PES Partners for Economic Solutions

approach to deciding whether an industrial property should be retained in industrial uses or allowed to transition to other uses. This strategy built upon an in-depth review of specific properties throughout the city, considering market demand, fiscal impacts and the ability of the sites to compete for modern industrial development.

Anita has extensive experience in identifying tools and testing the potential for project and infrastructure financing. For Lexington-Fayette Urban County Government, she led the analysis of alternative funding mechanisms and developed a detailed fiscal impact model to test the impacts of expansion of the Urban Services Area as part of the Urban Growth Master Plan. Anita explored multiple funding tools for the New York Avenue corridor redevelopment in Washington, DC and roadway construction and maintenance for Prince George's County, MD. She also has particular expertise in tax increment financing (TIF) for infrastructure and public amenities.

In her economic development practice, Anita focuses on entrepreneurial economies and technology-driven opportunities. She helps communities build from the ground up, using local talent and resources to create a sustainable economy not dependent on attraction of industry from outside the area. She helped develop program guidelines and legislation for the Michigan Economic Development Corporation's SmartZones program that emphasizes collaborations between the state's universities and cities. Anita has evaluated market potentials and recommended development strategies for more than a dozen research and technology parks, including the Colorado Science+Technology Park at Fitzsimons, the University Research Park in Madison, WI, the Virginia Biotechnology Research Park and research campus development at the University of Colorado at Colorado Springs.

In all her work, practical implementation strategies tap available resources and forge collaborations and partnerships to achieve a common vision and joint goals.

PES
Partners for
Economic Solutions

"Working with clients to understand their unique circumstances and applying lessons learned from comparable projects to move forward."

27 Years of Experience

University of Maryland
Masters in Real Estate Development
Adjunct Professor of Market Analysis for Real Property Development

Master of Business Administration, Loyola College

Member Affiliations:
Lambda Alpha International
Urban Land Institute

Volunteer Service:
ULI Advisory Panel in Buffalo, NY for adaptive reuse of a historic hospital site
ULI Advisory Panel in St. Louis County, MO for the redevelopment of Jamestown Mall
ULI Advisory Panel in Baltimore, MD for westside revitalization

Homeless Shelter services

Abigail Ferretti, Principal

As a founding principal of the firm, Abigail Ferretti focuses on managing the firm's urban practice with an emphasis on revitalizing older communities. In all her work, she dedicates herself to finding the best available data that accurately portray current and potential development. She uses GIS extensively to inform the analyses of existing conditions, competitive projects and opportunities for new development. This relentless pursuit of actual data to build sound conclusions serves as a guiding principle for all PES projects.

Abigail teaches market analysis in the Masters of Real Estate Development program at the University of Maryland. For the Urban Growth Master Plan in Lexington, KY, she analyzed market support for urban expansion areas.

In preparing the Ward 5 Industrial Land Transformation Plan for the District of Columbia, she interviewed a wide variety of small businesses, industrial brokers and developers to understand the shifting dynamics of the market, particularly as they relate to the Ward's competition with neighboring Prince George's County. Abigail also worked extensively with the Department of Public Works and other District agencies in developing a concept for a shared campus for vehicle maintenance, equipment storage and office space as well as complementary community facilities.

Working with the City of Baltimore while with another firm, she evaluated the city's varied industrial sites and helped prepare policies for future zoning of industrial land.

Abigail prepared a detailed review of potential funding mechanisms for transportation improvements in Prince George's County. She analyzed the tools used in Maryland and other jurisdictions to fund construction and long-term maintenance. That analysis included review of State law authorizing or constraining their use in Maryland.

She works closely with stakeholders to understand their views, interests, concerns and resources so as to forge consensus on the plan and the implementation strategies. She is particularly skilled in helping community members and other stakeholders to understand market opportunities and constraints so that the plans are market-based and realistic.



Matthew McLaren, P.E.

Senior Civil Engineer | Gresham Smith

With a diverse background in all aspects of site civil engineering, Matt is an asset to any project. He excels in site design, stormwater analysis and design, green infrastructure and low-impact development principals, grading, and erosion prevention and sediment control plan design. Matt is also a proven leader engaging in both mentorship and project team management to convey engineering topics to the public, elected officials and design professionals. He hopes that his input will help each project be the best in terms of profitability, sustainability, and design.

Years of Experience
20

Education
Bachelor of Civil Engineering, Civil Engineering, University of Kentucky
Master of Science, Civil Engineering, University of Kentucky

Registrations
Professional Engineer: FL, GA, KY, NC, TN

Relevant Projects

LFUCG, Legacy Business Park Site Design, Lexington, KY

LFUCG, Coldstream Industrial Campus Master Plan, Lexington, KY

Continental AG - Brake Manufacturing Plant Site Design, Morganton, NC

LGES/Honda - New Li Ion Battery Plant (Project Hi-Light), Jeffersonville, OH

NextStar - New Battery Manufacturing Plant, Windsor, Canada

Ultium Cells - New Lithium-Ion Battery Manufacturing Plant Phase 1, Warren, OH

Procter & Gamble - Project Eligo Site Design, Corinne, Utah

LFUCG - Urban Growth Management Master Plan, Lexington, KY



Erin Masterson, PLA, ASLA

Senior Landscape Architect | Gresham Smith

As a project manager and senior landscape architect, Erin's work spans master planning, streetscapes, parks, campus design, commercial development, stormwater incentive grants, corridor planning and she led construction administration for Town Branch Commons. She excels at leading multidisciplinary teams on complex projects including Legacy Business Park, transforming a 200-acre site from master plan to design, engineering and permitting with a construction budget of $18 million and Kelley's Landing Park master plan, a 30-acre site with floodplain complexities.

Years of Experience
16

Education
Bachelor of Science, Landscape Architecture, University of Kentucky
Master Degree, Business of Art and Design, Maryland Institute College of Art

Registrations
Landscape Architect: KY

Relevant Projects

LFUCG, Legacy Business Park Site Design, Lexington, KY

LFUCG, Coldstream Industrial Campus Master Plan, Lexington, KY

LFUCG - Urban Growth Management Master Plan, Lexington, KY

LFUCG - Town Branch Commons, Lexington, KY

LFUCG - Splash! At Charles Young Park, Lexington, KY

LFUCG - NE New Circle Road Corridor Plan, Lexington, KY

Fund for Greater Lexington - Kelley's Landing Master Plan, Lexington, KY

Louisville Metro Advanced Planning and Sustainability - Broadway All the Way Master Plan, Louisville, KY

Gresham Smith



Andrew Walls, P.E.

Civil Engineer | Gresham Smith

Andrew brings years of diverse civil engineering experience across large-scale commercial, residential and industrial projects. His expertise includes working with local jurisdictions and stakeholders throughout permitting and design review processes. His technical experience includes floodplain modeling and stormwater design calculations. As a resident of Lexington he understands the community aspects of the project as much as the technical engineering approach and will use his skills, perspective and experience to help make this project successful.

Years of Experience
8

Education
Bachelor of Science, Civil Engineering, Georgia Institute of Technology

Registrations
Professional Engineer: KY, TN, IN, VA

Relevant Projects

LFUCG, Legacy Business Park Site Design, Lexington, KY

Integra Land Company - I-24 PUD Infrastructure, Nashville, TN

Applied Materials, Inc - Project Rnage, Lynchburg, VA

Blue Bell Creameries - Distribution Facility, St. Peters, MO

LGES/Honda - New Li Ion Battery Plant (Project Hi-Light), Jeffersonville, OH

LOUMED - Chestnut Street, Louisville, KY



Andrea Cull, P.E.

Transportation Engineer | Gresham Smith

Andrea takes a holistic approach to roadway design as she believes working on all aspects of the process produces a better product. She has completed multiple traffic impact studies as well as traffic modeling for Louisville and Lexington. She has also completed signal plans and lighting photometrics to meet municipal and KYTC standards. She enjoys being able to employ her creativity and problem-solving skills to complex roadway and traffic designs.

Years of Experience
12

Education
Bachelor of Science, Civil Engineering, University of Kentucky
Master of Science, Civil Engineering, University of Kentucky

Registrations
Professional Engineer: KY

Relevant Projects

LFUCG, Legacy Business Park Site Design, Lexington, KY

LFUCG - Urban Growth Management Master Plan, Lexington, KY

LFUCG - Town Branch Commons, Lexington, KY

LFUCG - NE New Circle Road Corridor Plan, Lexington, KY

Louisville Metro Advanced Planning and Sustainability - Broadway All the Way Master Plan, Louisville, KY

City of Danville - Main Street Streetscape, Danville, KY

KYTC - Statewide HSIP - Louisville Main Street 2-Way Conversion Analysis

Gresham Smith

YARD & CO.



JOE NICKOL, LEED AP

CO-FOUNDER & PRINCIPAL,
DEVELOPMENT TEAM LEAD

From **Coeur D'Alene, ID**

Lives in **Bellevue, KY**

Studied at **University of Notre Dame, B-ARCH**

PROJECT EXPERIENCE

- West Lou Master Plan - Louisville, KY
- MLK-i - Cincinnati, OH
- West End Master Plan - St. Louis, MO
- The Generator at Electric Works, Fort Wayne, IN
- City Market Master Plan - Indianapolis, IN
- Railroad District Master Plan - Norfolk, VA
- Ottawa Master Plan, Ottawa, OH
- Loveland Master Plan, Loveland, OH

Joe has 20 years of experience in urban design, architecture, and real estate development. He has led projects for public and private clients globally, ranging from pop-up initiatives to billion-dollar developments.

A product of the 80s and 90s in a small, Pacific Northwest resort town, Joe's journey has since brought him to South Bend, Indiana, Rome, Italy, and Pittsburgh, Pennsylvania, before settling in Cincinnati. At each step of the way, he has become ever more engrossed in the power of walkable neighborhoods and his tireless curiosity for the way people live drives his work with clients to build great places.

Joe graduated summa cum laude from the University of Notre Dame with a Bachelor's degree in Architecture. His twenty years of professional experience includes studio director at Urban Design Associates and Director of Development Strategy for MKSK. He has led the master planning for some of the nation's most successful district development and revitalization projects with work in over twenty-five states and seven countries. His work has been featured in the New York Times, Wall Street Journal, 99% Invisible, and has won several Congress for New Urbanism design awards. He wrote the *Neighborhood Playbook* in 2016 and founded YARD & Co. with Kevin Wright in 2018.

Joe is a former Main Street Board Member, a co-founder of CNU-Midwest, and a frequent contributor to Public Square, Planetizen, and Strong Towns. He is a frequent lecturer on the interrelationship of cities, mental health, tech, human-scaled design, and economics. He lives with his wife, Erica, and three boys in an old house he cannot stop working on in Bellevue, Kentucky.

YARD & CO.



KEVIN WRIGHT

CO-FOUNDER & PRINCIPAL,
OPERATIONS TEAM LEAD

From **Springfield, MO**

Lives in **Bellevue, KY**

Studied at **University of Cincinnati, Masters of Community Planning** and **Missouri State University, Bachelor of Arts, Journalism**

PROJECT EXPERIENCE

- The Generator at Electric Works - Fort Wayne, IN
- MLK-i - Cincinnati, OH
- West Lou Master Plan - Louisville, KY
- West End Master Plan - St. Louis, MO
- Railroad District Master Plan - Norfolk, VA
- Walnut Hills Redevelopment Foundation Executive Director - Cincinnati, OH

Kevin is a leader in community development, economic and real estate development finance, planning, and placemaking.

Kevin grew up in southern Missouri and graduated with a degree in journalism from Missouri State University. His work in broadcast journalism took him around the Midwest and ultimately brought him to Cincinnati. It was in Cincinnati where he bridged his two passions of storytelling and community development. His work as Executive Director of the Walnut Hills Redevelopment Foundation (WHRF) from 2011-2018 was where he first began utilizing his diverse background in storytelling and community planning to help a struggling organization grow and eventually spearhead over $60 million in mixed-use development between the University of Cincinnati and Downtown. These projects included several public and private partners and a diverse set of public financing tools such as Tax Increment Financing, public loans/grants, and Historic Tax Credits. Since co-founding Yard & Company, Kevin has led teams in the creation and implementation of dozens of projects ranging from small and large-scale placemaking projects to downtown master plans.

Kevin received a Master's Degree in Community Planning from the University of Cincinnati with a specialization in urban real estate and neighborhood development.

YARD & CO.



DANIELLA BELTRAN, AICP
PLANNING TEAM LEAD

From **Cleveland, OH**

Lives in **Cincinnati, OH**

Studied at **University of Cincinnati, Master of Community Planning** and **The Ohio State University, Bachelor of Science and Architecture**

PROJECT EXPERIENCE

- weCollab Resident-Led Master Plan - St. Louis, MO
- West Lou Master Plan - Louisville, KY
- GO Ottawa Strategic Investment Plan - Ottawa, OH
- Montgomery Comprehensive Plan - Montgomery, OH
- Carmel Comprehensive Plan - Carmel, IN
- Huber Heights Comprehensive Plan - Huber Heights, OH

Daniella is passionate about working with communities on growth strategies that foster physical and social connectivity, equity and joy for all who live in and care for those places.

For ten years, Daniella has utilized planning and design tools paired with community engagement to discover and implement policy, development, transportation and infrastructure solutions with communities. As an urban planner with Yard & Company responsible for place-based data analysis, idea testing and communication, and planning and design recommendations, she is involved in a wide range of project types from short-term, tactical interventions to long-range comprehensive plans. Project experience also includes corridor and district development planning, multi-modal and streetscape infrastructure improvements, zoning code updates, and site design work.

Daniella is active in her community as a recent addition to the City of Cincinnati Planning Commission, along with roles including Secretary/Treasurer for the Cincinnati American Planning Association (APA) board, Management Committee member with the Urban Land Institute (ULI) Cincinnati chapter, and as Board Vice Chair for the Over-the-Rhine Museum. Daniella earned a B.S. in Architecture from The Ohio State University and a Master of Community Planning degree from the University of Cincinnati. In 2017, Daniella published her thesis research on the Commercial Evolution in Over-the-Rhine, Cincinnati, OH.

YARD & CO.



ANDRE JOHNSON, CNU-A
URBAN DESIGNER

From **Cincinnati, OH**

Lives in **Cincinnati, OH**

Studied at **University of Cincinnati, Bachelor of Urban Planning**

PROJECT EXPERIENCE

- weCollab Resident-Led Reinvestment Plan - St. Louis, MO
- The New West Lou Economy - West Louisville, KY
- Downtown Kalamazoo Plan - Kalamazoo, MI
- GO Ottawa Strategic Investment Plan - Ottawa, OH
- Railroad District Strategic Plan - Norfolk, VA
- Carmel Comprehensive Plan - Carmel, IN
- Indianapolis City Market - Indianapolis, IN

Andre is motivated by pairing thoughtful urban planning and design with effective visual communication to create places that tell stories, foster connections, and enrich lives.

His expertise spans a broad spectrum of urban planning and design projects, ranging from tactical urbanism interventions that breathe new life into underutilized spaces to comprehensive plans that shape the future of entire neighborhoods. Whether revitalizing a neglected streetscape, reimagining a transportation corridor, or envisioning a new Traditional Neighborhood Development, Andre approaches each challenge with creativity, sensitivity, and a commitment to sustainable solutions.

Photography and graphic design play a crucial role in Andre's design process. He uses his photography skills to document the unique character of places, capturing the dynamic relationship between people, buildings, and the surrounding environment. His graphic design skills enable him to translate complex ideas into compelling visuals, making the planning process accessible and engaging for everyone involved.

Andre's dedication to community-centered design is evident in his ability to bridge the gap between planners and residents. He excels at communicating complex concepts in clear and accessible language, empowering community members to actively participate in shaping their own neighborhoods.

An active member of the Congress for New Urbanism, Andre remains committed to advancing the principles of walkable, mixed-use, and sustainable development. He holds a B.S. in Urban Planning from the University of Cincinnati.



CHUCK SEXTON

CEO & FOUNDER

chuck@strategiclocation.us
270.832.5990

Chuck Sexton has been in professional work for 25 years with experience in Economic Development, Site Selection, and Strategic Planning. On the local and regional levels, Chuck has led international recruitment and marketing efforts, entrepreneurial programs, business retention/expansion programs, rural development strategies, downtown development, and much more. He has been Chair of multiple economic development boards on the local, state, and national levels. During his career, Chuck has been directly involved in projects that spurred the creation of 8,000 new jobs and over $4 Billion in Private Investment. Chuck is a graduate of Oklahoma University's Economic Development Institute, was named a "Top-40 Under 40" Economic Developer by DCI, and an Under 50 to Watch by Southern Business & Development. Sexton most recently led Next Move Group, a national site selection and economic development consulting firm, to record revenues as CEO before founding Strategic Location Advisors, LLC.

EXPERTISE:

- Site Selection & Incentives Negotiation
- Target Industry Recruitment
- Market Analysis
- Business Retention & Expansion
- Entrepreneurship & Small Business Development
- Foreign Direct Investment Strategies
- Economic Research & Analysis
- Workforce Development
- Industrial Site Development
- Organizational Processes & Development
- Budget and Financial Planning/Analysis
- Organizational Fundraising
- Infrastructure Development and Grant Funding



IVY STANLEY

VICE PRESIDENT

ivy@strategiclocation.us
270.766.7196

Ivy Stanley began her career running economic and community development for a rural Kentucky community. Her role was to lead the implementation of a comprehensive strategic plan for community development, tourism, parks/recreation, entertainment, and infrastructure. Stanley then spent three years working with the 5-star accredited Bowling Green (Kentucky) Area Chamber of Commerce leading Economic Development Marketing. She spent 4 years as Director of Regional Development for a multi-county non-profit before joining national site selection and economic development consulting firm Next Move Group as Chief Operations Officer for two years. Stanley is a two-time graduate of Western Kentucky University as well as the University of Oklahoma's Economic Development Institute. As Vice President of Strategic Location Advisors, LLC, Ivy uses her well-rounded expertise to co-lead our client work in Economic Development and Site Selection. She also has extensive experience in winning local, state, and federal grants.

EXPERTISE:

- Marketing Development & Deployment
- Economic Research & Analysis
- Economic Development & Chamber Operations
- Organizational Processes & Development
- Talent Attraction Strategies
- Grant Writing & Administration
- Workforce Development
- Housing Needs Analysis & Strategies
- Local Government Statutes & Requirements
- Parks & Recreation Administration/ Development

SECTION 3:

Project Understanding

The TSW Team's Understanding of the Blue Sky Small Area Plan's Goals

Our Team understands that the LFUCG seeks a comprehensive Small Area Plan (SAP) for the Blue Sky area to guide its future industrial development, ensuring alignment with the community's economic, environmental, and infrastructure goals. As part of the recent expansion of Lexington-Fayette County's Urban Service Area (USA), Blue Sky presents unique challenges and opportunities. With its industrial zoning, existing infrastructure constraints, and pivotal location off Athens Boonesboro Road and I-75, our plan must address various complex elements.

We recognize the following key factors that will shape the project:

1. **Strategic Development Goals**
   - The project must create a cohesive spatial framework that supports industrial land-use intensification while building consensus among existing users and stakeholders.
   - It should reflect and align with the pillars of the *Imagine Lexington 2045 Comprehensive Plan* and the *Urban Growth Master Plan* (UGMP).

2. **Infrastructure Constraints and Needs**
   - Sanitary sewer capacity is limited and will require improvements to accommodate projected industrial growth.
   - Transportation infrastructure must be enhanced for multimodal access, particularly connections to the new neighborhoods within the areas of growth, and improved freight movement, necessitating collaboration with the Kentucky Transportation Cabinet (KYTC) to align with Lexington's Complete Streets policy.

3. **Community and Stakeholder Engagement**
   - Public and stakeholder engagement is central to ensuring that community needs are addressed. We understand the importance of transparent communication

The Background on Blue Sky

The Blue Sky Rural Activity Center is located at the intersection of Athens Boonesboro Road and I-75, and forms the southern gateway to Lexington-Fayette County, Kentucky:

- **Blue Sky's Rural History**: Historically part of the Rural Land Management Plan (RLMP), the Blue Sky area was one of four designated rural activity centers in the county, creating pockets of development outside of the Urban Service Area. The area has subsequently been used for light industrial and commercial uses, though much of the land was used as surface car lots.
- **Urban Expansion**: In 2024, Blue Sky was moved from a rural activity center to an area of growth as part of the expanded Urban Service Area in the Urban Growth Master Plan. This change marked the area for significant industrial and economic redevelopment, but planning was put off for the 301 acres as part of the future Blue Sky Small Area Plan.
- **Industrial Zoning Dominance**: The site consists of 301 acres, with most of the 113 parcels zoned as Light Industrial (I-1), Corridor Business (B-3), or Professional Office (P-1). The area also includes gas stations, restaurants, hotels, and other commercial uses, a few of which are known factors hindering redevelopment.
- **Sewer and Infrastructure Constraints**: Blue Sky's sewer system, originally private, was connected to the municipal system in 2011. However, capacity issues remain, necessitating improvements for future industrial intensification.
- **Limited Transportation Access**: The area is currently accessible only by a two-lane state highway (KY 418), with no bicycle, pedestrian, or public transit provisions save for those planned under the UGMP. Improvements to the I-75 / Athens Boonesboro Road interchange are critical for safety and connectivity.

Development Vision

With its strategic location and industrial zoning, Blue Sky is envisioned as a modern industrial park that aligns with Lexington's economic development needs, emphasizing sustainable practices, community engagement, and infrastructure upgrades.

to achieve community buy-in and consensus for future development. This area in particular will have a multitude of stakeholders from property owners, business owners and employees, users, developers, neighboring parcel owners, along with interested community members.

4. **Environmental and Sustainable Development**
   - The SAP must integrate modern industrial park environmental practices, including renewable energy, sustainable building designs, and waste management improvements.
   - We must identify and preserve environmentally sensitive areas and propose innovative green infrastructure solutions.

5. **Catalytic Sites and Land Use Flexibility**
   - Developing conceptual plans for catalytic sites within Blue Sky will help stimulate economic development and provide a blueprint for mixed-use flexibility in the area.
   - Clear land-use guidelines and adaptive zoning ordinances will be necessary to reflect the evolving needs of Lexington's industrial economy.

What Makes the TSW Team Unique

Between the combined experience of each of our partners, our track record on recent LFUCG projects, and our in-depth knowledge of the area, the **TSW Team** is uniquely qualified to work on the SAP. The success of the UGMP to work hand-in-hand with the City speaks for itself – to provide a sustainable and equitable land use and transportation spatial framework that supports transit and creates walkable and bike-friendly urban centers, with the matching regulatory elements, on time, and with the full support of Planning Commission. We have brought back together many of the original members of that team, **Gresham Smith** and **Partners for Economic Solutions**, while including **Yard & Co.** and **Strategic Location Advisors**, who will bring specific placemaking and economic development viewpoints to a site with its own unique set of challenges.

TSW is a nationally renowned planning and urban design firm with more than 35 years of expertise in large-scale community development across the South. While the firm's presence is still relatively new to the state of Kentucky, Samantha Castro, the Lexington office lead has been working on projects for LFUCG for well over a decade, first on the private sector side, and then as a member of the Division of Planning's Long Range Planning team. Her understanding of the local planning process is unparalleled, having had an integral role on the most recent set of three Small Area Plans, as project manager for the Imagine New Circle Road study, and as a key team member for *Imagine Lexington 2045*, not to mention her lead on the creation of the Division of Planning's Public Engagement Toolkit (PET) and the Development Handbook. Samantha's successful use of the Steering Committee from the PET project should have the same collaborative goals as the Advisory Committee for this project. Samantha is also on the team for the Complete Streets Design Manual, which will allow for a seamless overlap of ideas and principles from that project to this.

TSW brings expertise in land planning and development particularly in the creation of major employment centers. Our work in Sapulpa, Oklahoma, on the Project Edge Master Plan stressed the importance of market analysis, stakeholder outreach, and identity creation to form a blueprint for growth and development long-term for developers and city staff alike to follow. TSW has extensive experience in visioning and visual marketing, similar to the work performed for JLL for industrial sites around Hartsfield-Jackson International Airport and for the Muscogee Nation Industrial Park Master Plan.

TSW is unique among planning firms in our ability to take the visioning and the land use and spatial planning and match a community's regulations to ensure the long-term viability of the plan. The UGMP was a good example of looking at a holistic approach to the City's zoning code and subdivision regulations to future proof our concepts.

Gresham Smith highlights a breadth of local expertise, from Town Branch Commons, the upcoming Phoenix Park, and the Imagine New Circle Road project, to an understanding of the private development process. The large-scale master plan they prepared for Coldstream's 'Legacy Business Park' and the work they continue to do in that area, showcase their ability to plan for employment centers while preserving and enhancing the environment and open space. Their work on the Lithium-Ion Battery Manufacturing Plan in Spring Hill, Tennessee, included a full engineering and architectural design, commissioning, and wayfinding and branding. Their designers and engineers have decades of experience in shaping major infrastructure projects across the country and throughout the Commonwealth, and they will play an integral role in reviewing existing infrastructure for capacity concerns, developing transportation networks, and analyzing environmental factors. Their work on the UGMP also means that they have a jump on understanding the existing conditions in the area, particularly as it relates to the constraints on existing infrastructure in the Blue Sky RAC.

Partners for Economic Solutions (PES) is a full-service urban economics consulting firm dedicated to fostering sustainable economic vitality and growth in America's neighborhoods, cities, and regions. Working extensively with municipalities, economic development and redevelopment agencies, public/private partnerships, universities, housing authorities and non-profits, PES brings real estate and economics expertise to bear on a wide range of urban development and public policy issues. Their services focus on five primary categories: market-driven analysis; real estate advisory services; economic development and revitalization strategies; impact analysis; and public policy evaluations and strategies. PES has extensive experience with understanding market conditions and economic strategies for industrial centers through their work in Northeast Washington, DC, Prince George's County, Maryland, Baltimore, Maryland, and statewide initiatives in Michigan. With their work on the UGMP, PES has already taken an initial pass at the market analysis and economic feasibility of the area, which will allow them to immediately dive into a more in-depth understanding of the forces that are particular to the 300+ acres under study in this plan.

Additionally, **Gresham Smith** and **PES** are teamed together to work on LFUCG's recently awarded Infrastructure Funding Plan, which allows our team a real-time understanding of how the findings of that plan may overlap with the Blue Sky SAP.

In addition to the market analysis that PES will provide, **Strategic Location Advisors** join our Team. Their experience in helping companies find locations to do business provides a unique perspective in understanding how potential industry leaders identify new locations. Their work throughout the country, and specifically in Kentucky, provides a deeper understanding of the opportunities and constraints of a site like Blue Sky as potential new businesses compare geographies, identify locations that fit their requirements for logistics and labor needs, and the financial implications.

Yard & Co. brings their perspective as designers and planners to work with communities on discovering their 'Personality of Place'. Their unique style of public involvement is both sophisticated and fun with a deep understanding that a plan works well when there are lots of voices at the table, and often that means you have to take that table to the people you most want to hear from. They have worked with numerous communities to build an excitement and a brand around areas of reinvestment because a master plan can only take you so far, particularly when you are working to create and sell a 'Personality'.

Our goal is to bring experts to the table that can generate a plan that elicits the highest and best use of the land, identify the needs for supportive infrastructure, create regulations that help support the vision, speak to the market realities and the opportunities for economic development, and generate not only consensus, but excitement around the future of Blue Sky. Our Team is uniquely positioned for this project due to our extensive experience in urban growth planning, infrastructure analysis, and successful public engagement. We are committed to delivering an SAP that reflects the Blue Sky area's potential and meets LFUCG's vision for a dynamic, sustainable, and economically thriving community.

SECTION 4:

Similar Experience

Recent TSW Project Experience Overview

TSW focuses on designing sustainable, healthy, and vibrant communities through a public engagement process that involves educating, listening, envisioning, and testing. TSW works closely with municipalities, developers, and non-profit organizations to develop large-scale master plans, traditional neighborhood developments, commercial centers, and corridor plans that promote economic activity and growth, encourage sustainable development, complement surrounding neighborhoods and uses, and are community-supported, while focusing on market conditions and transportation impacts. Our range of experience means we are familiar with the breadth of issues important to communities and understand the tools available to make them more livable and economically vibrant places.



Lexington-Fayette Urban County Government Urban Growth Master Plan

Lexington, KY

TSW was retained by the Lexington-Fayette Urban County Government (2023 population: 320,154) to lead a multidisciplinary planning process to develop a framework for future development for the upcoming expansion (approximately 2,833 acres) of Lexington's Urban Service Area. The Urban Service Area limits the spread of sprawl, designating what parcels of land can be developed and receive city services like water and sewer, leaving the remainder of the county as rural, natural, or agricultural lands.

The key tasks of the project include:

- Developing Lexington-specific strategies and methods to guide sustainable and equitable development including the identification and recommendation of practices tailored to the unique characteristics and needs of Lexington.
- Developing a sustainable and equitable transportation and land use spatial framework that supports transit and creates walkable and bike-friendly urban centers and residential districts close to goods, services, and employment opportunities.
- Identifying innovative funding mechanisms for public infrastructure and facilities and provide a comprehensive analysis of the costs associated with construction and maintenance.
- Facilitating public engagement and stakeholder outreach to incorporate community input into the plan development process, ensuring that stakeholder perspectives and priorities are considered.

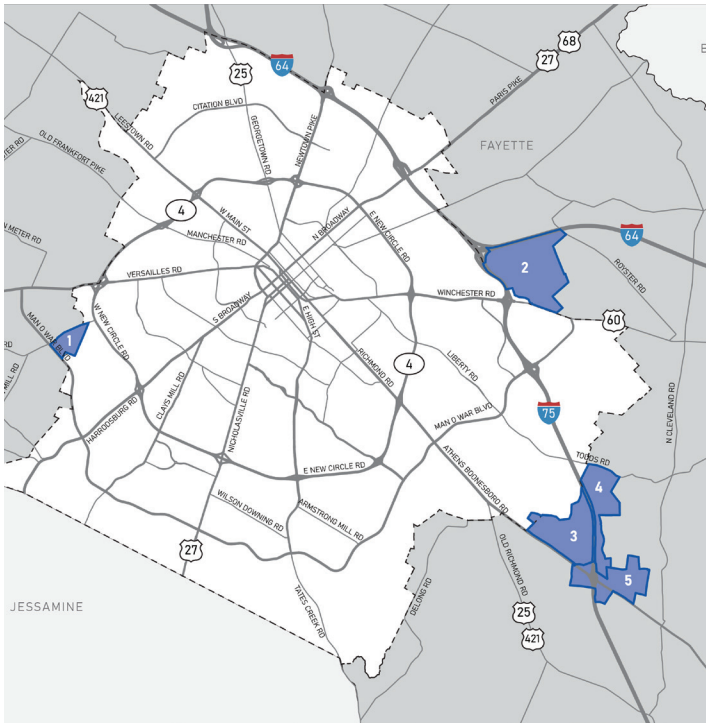
Specific to this effort, Area 5 included parcels within the Blue Sky Regional Activity Center and the Blue Sky Area SAP site. The unique nature of the Blue Sky site, and its ability to create jobs and spur economic development to continue the energy of the UGMP project meant it needed its own study. Some key considerations for the area included pressure for redevelopment from CommerceLex, a heavily used site with organic rather than planned development, and opportunities along site perimeter for expansion into underutilized land.

Involved Personnel

- Caleb Racicot, Planner
- Samantha Castro, Project Manager / Planner
- Jia Li, Community Planner / Urban Designer
- Louis Johnson (Gresham Smith)
- Erin Masterson (Gresham Smith)
- Katie Rowe (Gresham Smith)
- Andrea Cull (Gresham Smith)
- Wayne Hunter (Gresham Smith)
- Anita Morrison (PES)
- Abigail Ferretti (PES)

Reference

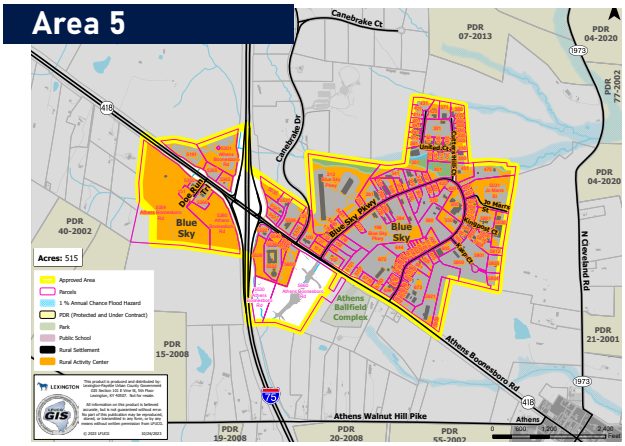
Lexington-Fayette Urban County Government
Division of Planning
Contact: Christopher Taylor, Long Range Planning Manager
Phone: 859.258.3160
Email: ctaylor3@lexingtonky.gov



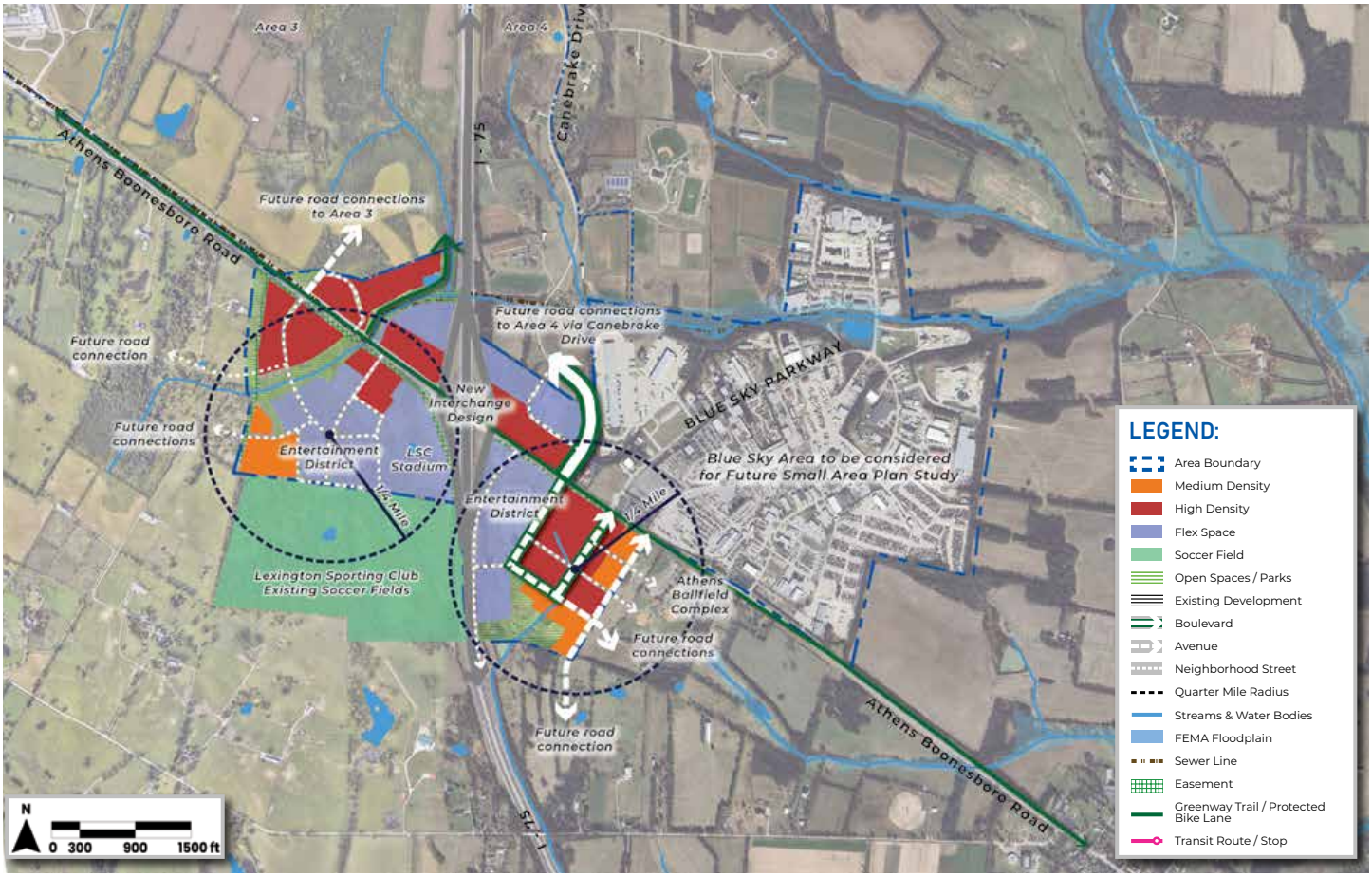
Lexington-Fayette Urban County Government Urban Growth Master Plan

Lexington, KY





Regulating Plan - Area 5



Project Edge Master Plan

Sapulpa, OK

TSW led a multidisciplinary team to develop a master plan and brand strategy for the Town West planning area for the City of Sapulpa, Oklahoma. Through the master planning and branding strategy process, the name "Project Edge" was established to describe this initiative and is a representation of two areas, Sapulpa and Tulsa, coming together. Today, the Project Edge area shows potential to become a regional destination with its recent investment and energy in its industrial employment base, coupled with untapped potential along Historic Route 66 and properties that are not fully developed to their highest potential.

As part of the planning process, the TSW Team conducted an existing conditions analysis that included a market analysis to better understand the primary economic base and market potential; land use and zoning analysis; transportation network, including roadway classifications, traffic counts, parking, ongoing transportation projects, pedestrian and bicycle facilities, public transit; structure inventory; areas of potential change; environmental conditions; and utilities assessment.

Throughout the planning process, TSW engaged the community to hear about opportunities and challenges for the area. Engagement activities included public meetings, a steering committee, visioning workshop, public survey, and stakeholder interviews. Common themes emerged from the process that focused on creating a community gateway, enhancing Route 66, redeveloping underutilized properties, expanding pedestrian and biking options, and improving traffic flow and connectivity.

The Project Edge Master Plan is a comprehensive, long-term blueprint designed to provide guidance for the community, local government, developers, property owners, and non-profit organizations. It is a strategic framework that puts into action strategies, focusing on growth and development, nurturing community culture and character, and bolstering economic vitality. The Master Plan not only articulates a vision shaped by community input but also tailors a strategic approach for future development in the district while aligning them with broader trends in local and metropolitan growth.





Involved Personnel

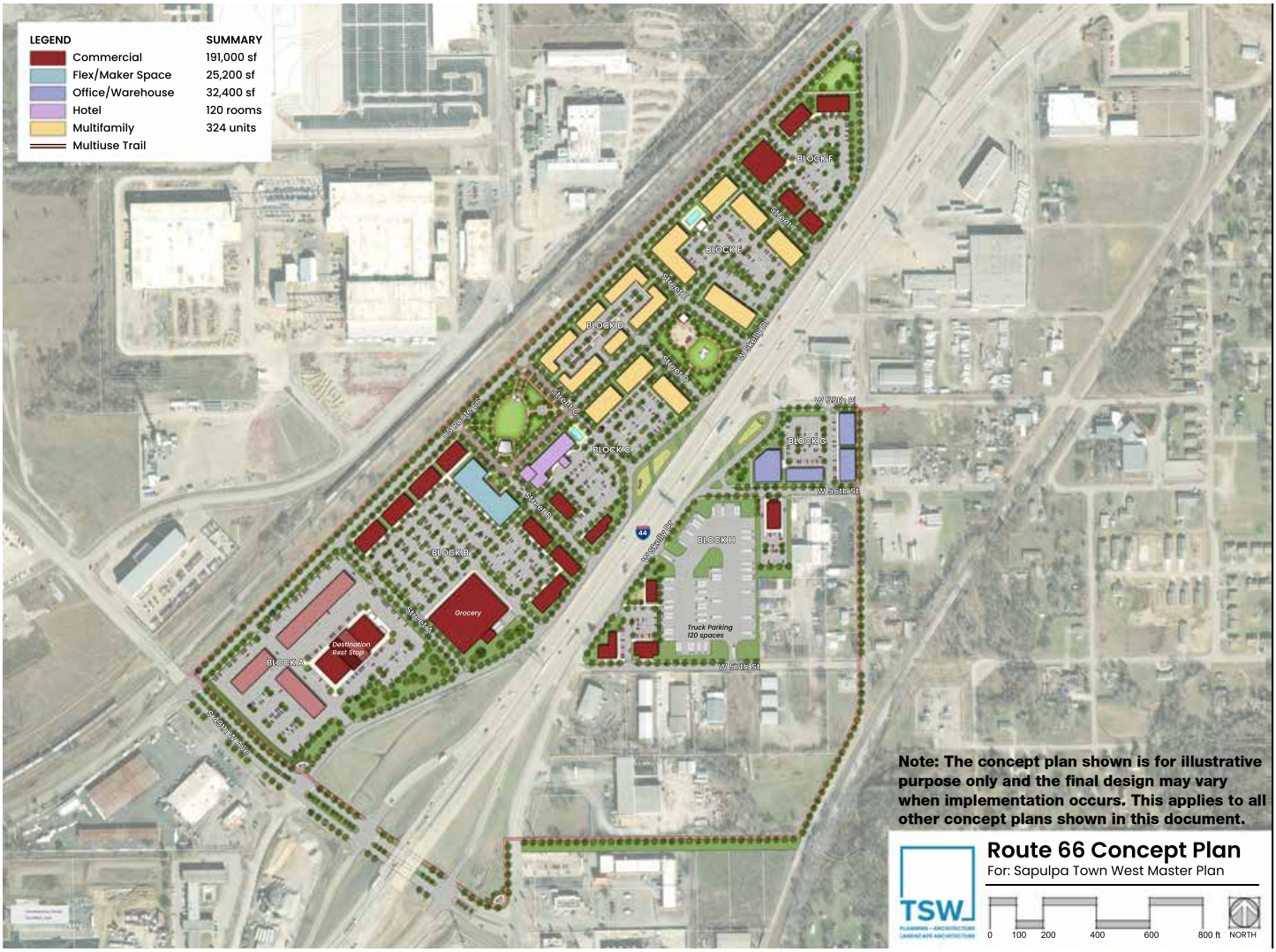
- Adam Williamson, Principal-in-Charge / Planner
- Jia Li, Community Planner / Urban Designer

Reference

City of Sapulpa
Nikki Howard, Urban Development Director
424 E. Hobson Avenue, Sapulpa, OK 74066
Phone: 918.248.5917
Email: nhoward@sapulpaok.gov

Project Edge Master Plan

Sapulpa, OK



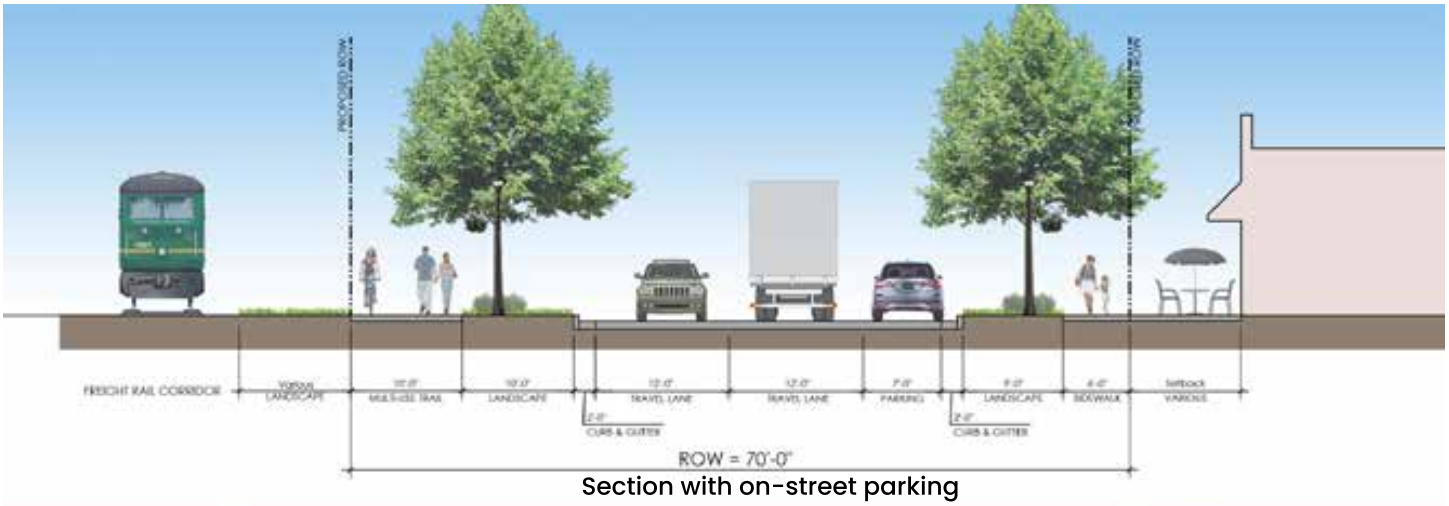




Project Edge Master Plan

Sapulpa, OK

Task #	Implementation Task	Category	Task Leader*	Short-Term	Mid-Term	Long-Term
2	**THRIVING RETAIL AND INDUSTRIAL CORRIDOR**					
2.1	Redevelop vacant and underutilized properties.					
2.1a	Identify priority sites and catalyst projects for infill development and incentivize private investment in the development of these sites.	Initiative, Partnership	ED, Chamber, UD	✓	✓	
2.1b	Leverage acquisition opportunities when properties in the Master Plan study area come up for sale.	Capital Investment	ED, Chamber	Priority	✓	✓
2.1c	Work with non-profit partners to create an information resource to assist residents displaced by redevelopment.	Partnership	UD	✓		
2.1d	New development will submit a sanitary sewer adequate outfall analysis to determine the impact of the project on available sewer capacity as outlined in the City's guidance in effect at the time of development.	Regulations	PW, UD	✓	✓	✓
2.2	Recruit new business and support existing businesses to bring more activity, jobs, and tax dollars to Sapulpa.					
2.2a	Promote trucking-oriented opportunities east of Interstate-44.	Initiative	ED, Chamber	✓	✓	✓
2.2b	Encourage and support convenient neighborhood-serving development, such as grocery stores, corner stores, restaurants and cafes, retail, personal and professional services.	Initiative	ED, Chamber	✓	✓	✓
2.2c	Continue to support industrial development, particularly west of BNSF railroad.	Initiative	ED, Chamber	✓	✓	✓
2.2d	Work with the Chamber of Commerce to advertise commercial spaces that are available to rent or purchase.	Initiative	ED, Chamber	✓	✓	✓



Section with on-street parking

JLL Commercial & Industrial Site Planning

Atlanta, GA

In 2023, TSW was hired by Jones Lang LaSalle (JLL), a global real estate services company, for site planning and visual marketing for 10 vacant/ available industrial and commercial sites located in proximity to Hartsfield-Jackson Atlanta International Airport. Each site had unique opportunities and challenges with a set of land use programming and design criteria set by the client.

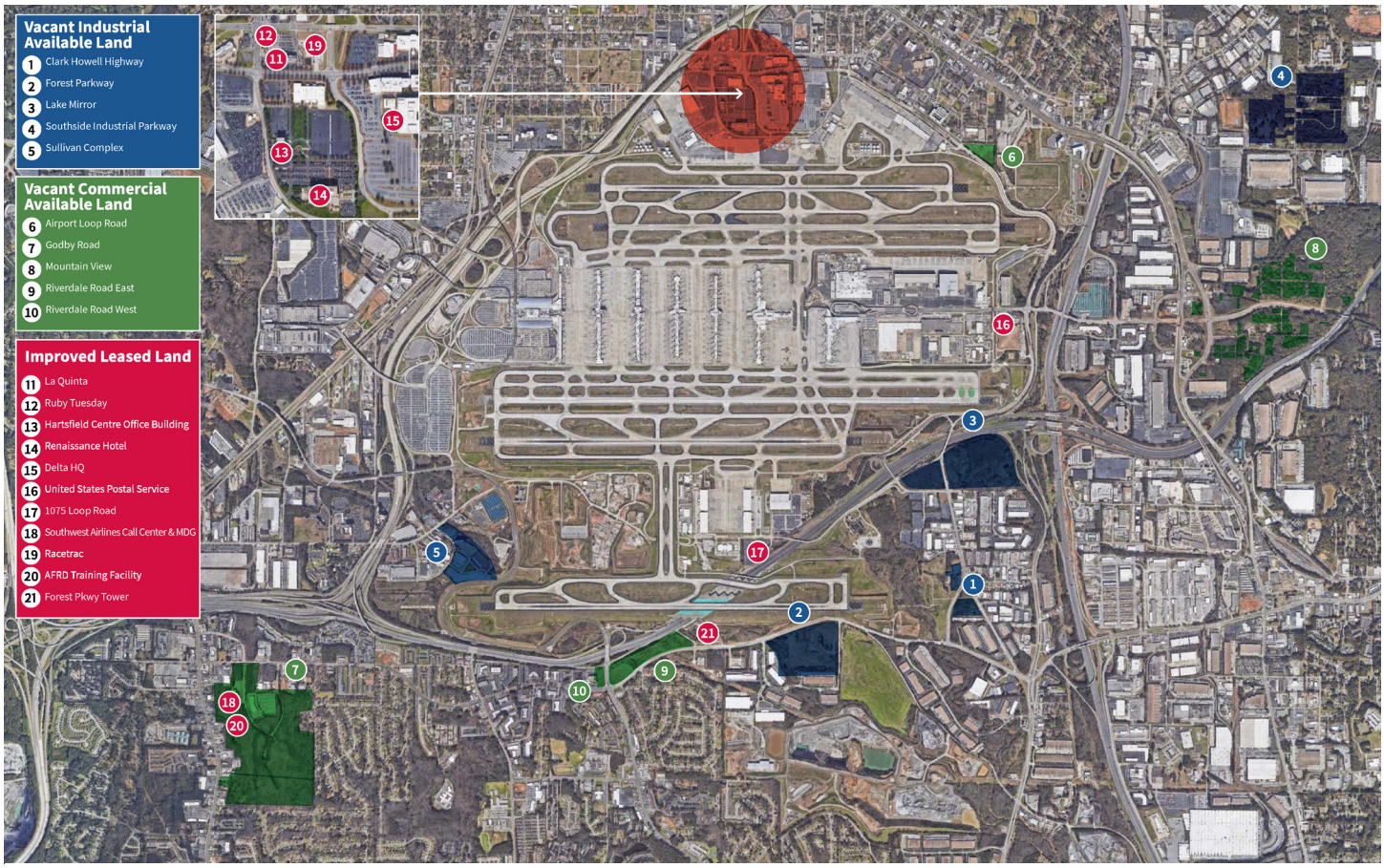
The ultimate goal of the planning effort was to provide potential industrial and large commercial companies a vision for development potential for each site. Each plan established the amount of developable area, determined the most viable access points, and included the siting of buildings, roads, parking, open space, and stormwater detention if applicable. The sites range in size from approximately 6 to 150 acres.

Involved Personnel

- Adam Williamson, Principal-in-Charge / Planner
- Jia Li, Community Planner / Urban Designer

Reference

Jones Lang LaSalle (JLL)
Ryan Fetz, Vice President
3344 Peachtree Rd NE, Suite 1200, Atlanta, GA 30326
Phone: 404.995.2132
Email: ryan.fetz@jll.com

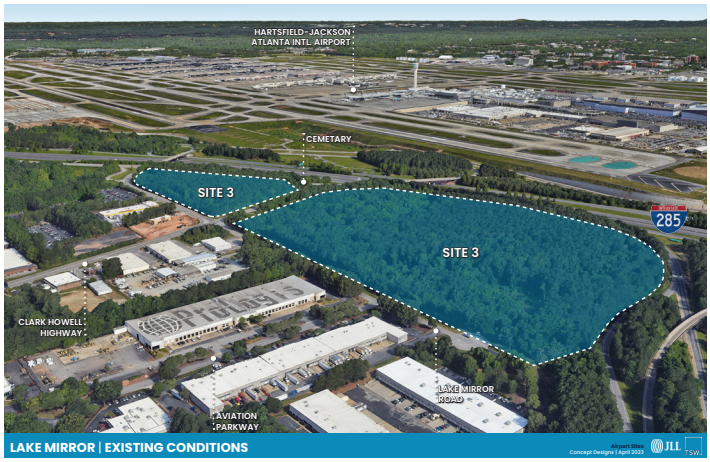


AIRPORT SITES | PROPERTY OVERVIEW

Airport Sites
Concept Designs | April 2023

JLL Commercial & Industrial Site Planning

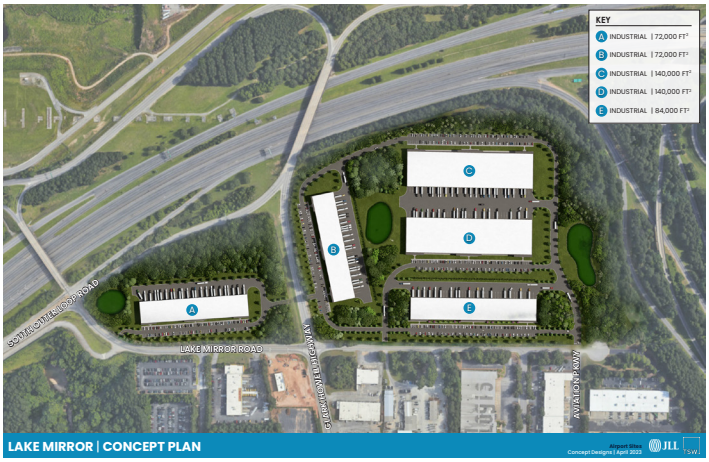
Atlanta, GA



LAKE MIRROR | EXISTING CONDITIONS



SOUTHSIDE INDUSTRIAL | EXISTING CONDITIONS



LAKE MIRROR | CONCEPT PLAN



SOUTHSIDE INDUSTRIAL | CONCEPT PLAN



LAKE MIRROR | CONCEPT RENDERINGS - NORTHWEST



SOUTHSIDE INDUSTRIAL | CONCEPT RENDERINGS - SOUTHWEST

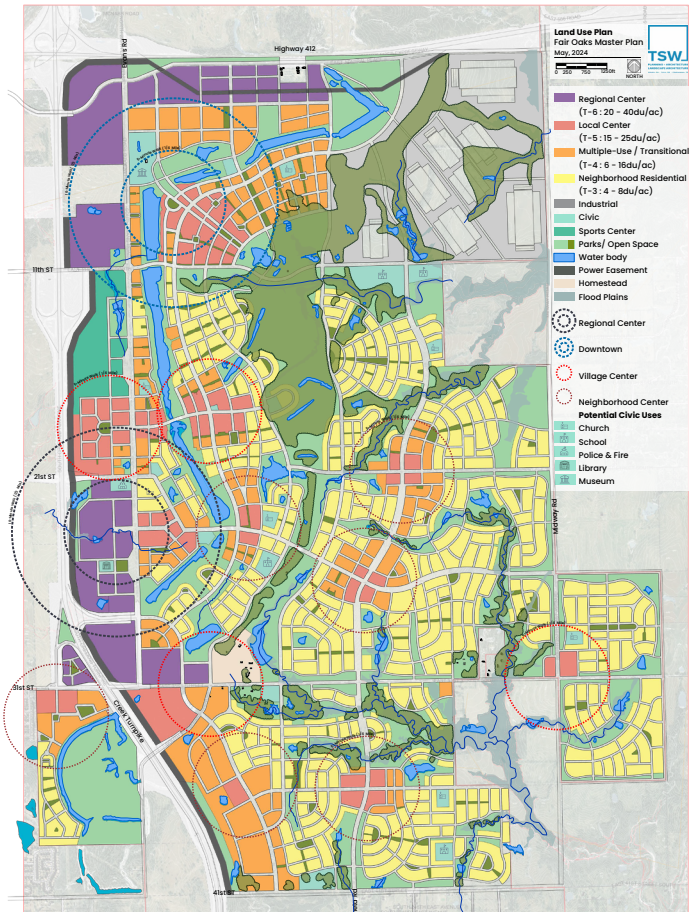
Robson Ranch Master Plan

Tulsa, Fair Oaks, and Broken Arrow, OK

Robson Ranch was founded in 1928 as a working farm, originally with 17,000 acres. The original land was geographically located in three counties and five cities. As the Robson Family and their investment in the Ranch has grown, so has its economic value and opportunity for development.

TSW was retained by the Town of Fair Oaks and the Robson Family to create a Comprehensive Plan that will serve as a long-range guide for the physical development of Robson Ranch, which now totals 12,000 acres. The vision for the Ranch is to become a full-service regional and employment center that incorporates its rich history with quality, human-scale design, Main Street-style commercial areas, housing suitable for a variety of lifestyles and price points, streets designed for walking and biking, sustainable infrastructure, and accessible public spaces.

After the adoption of the Town of Fair Oaks Comprehensive Plan, TSW focused on 7,000 acres of the core of the Ranch property to develop the Robson Ranch Master Plan. The process brought together input from stakeholders including INCOG, the City of Tulsa, the City of Broken Arrow, PartnerTulsa, Fair Oaks Ranch, LLC, and the Robson Family. As part of the master planning process, TSW conducted a site analysis to better understand the topography, cultural/historical artifacts, lakes and ponds formed by excavation mining, and regional and local access to the property. TSW also examined case studies of similar large scale communities to better understand utility placement, potential streets sections, and stormwater management. The land planning began with a charrette to develop bubble diagrams of land uses and later refined to include street grid, blocks, commercial nodes, and open space. The resulting Land Use Plan is based on the rural-to-urban transect, with more intense densities on the west side of the property (closer to Tulsa) and gradually transition to less density towards the east. The recommendations include future land use categories pertaining to each of the three municipalities, new roadway alignments and designs, new trails and linkages, and infrastructure. In particular, the future land use categories describe each municipality's vision for their portion of the Ranch, recommended land uses, and urban design principles.



The Regional Centers (with 2.1 million square feet of demand over the next 5 years and 20.6 million square feet at full build-out) are located in the northwest quadrant and along the western edge closer to I-44 access. This area is envisioned to include commercial showrooms, office, flex space, warehouse, and high tech incubators.

Involved Personnel

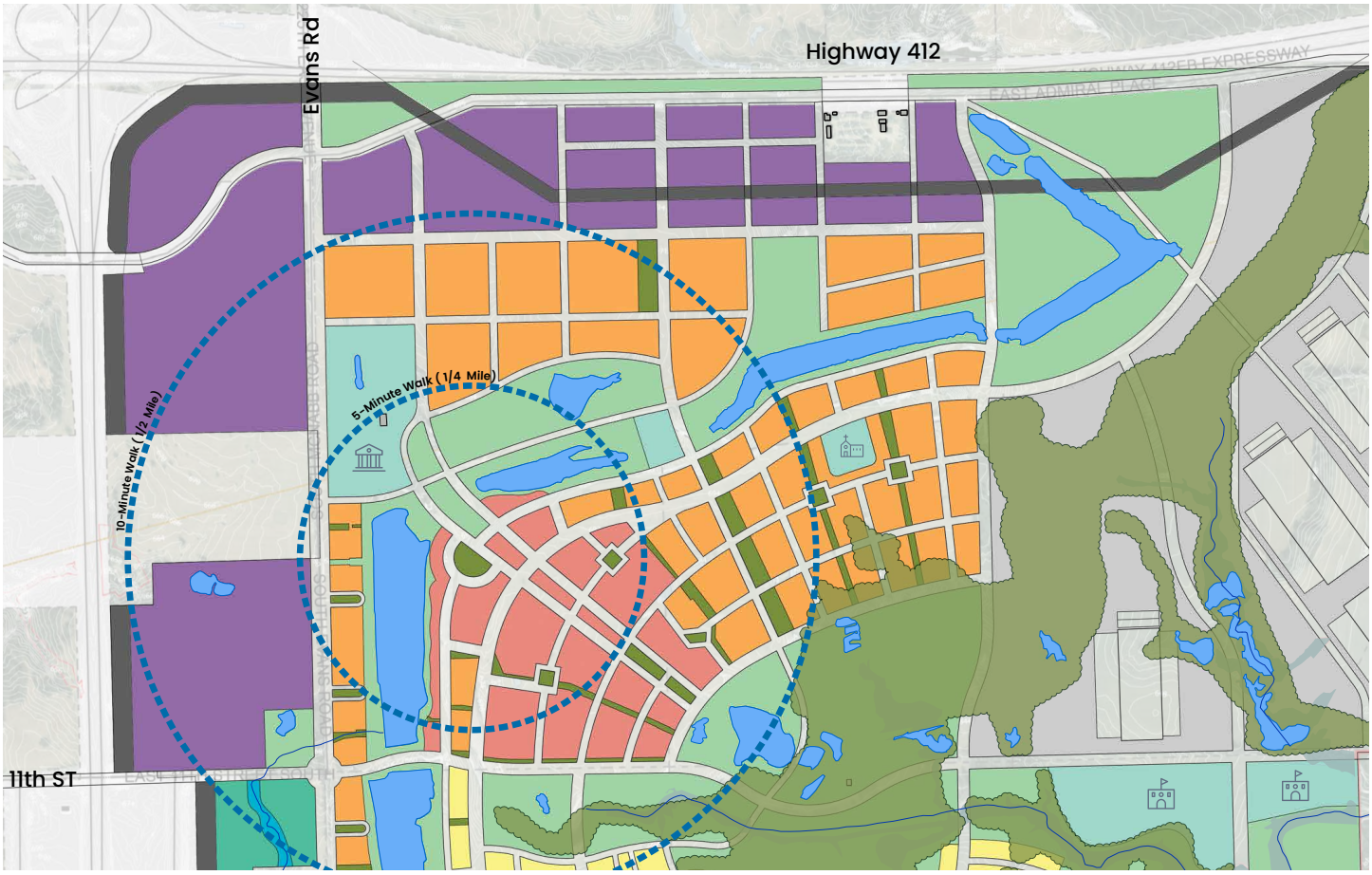
- Jia Li, Community Planner / Urban Designer
- Christopher Myers, Planner

Reference

Robson Ranch
Joe Robson
23515 E. 31st Street, Catoosa, OK 74015
Phone: 918.625.3142
Email: j.robson@forestridge.com

Robson Ranch Master Plan

Tulsa, Fair Oaks, and Broken Arrow, OK

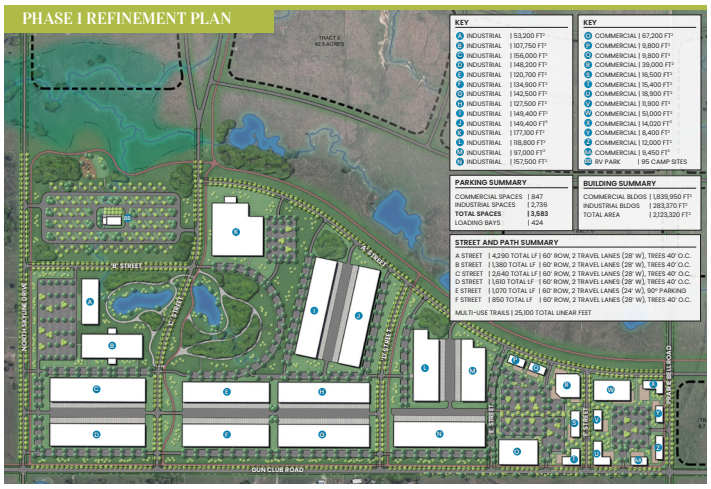




Muscogee Nation Industrial Park Master Plan

Okmulgee, OK

In 2021, the Muskogee Nation acquired the 5,570 acre T.D. Dillingham Ranch to expand and centralize their ranching programs and to provide industrial park space for ancillary and related food industry uses. In 2022, TSW was hired by the Muscogee Creek Nation to undertake a master plan and feasibility study for 1,500 acres of the ranch property located off Gun Club Road. TSW conducted a site visit and provided an existing conditions analysis, case study reviews of similar food industry related industrial parks, conceptual site and open space planning, proposed phasing, cost estimating, 3D marketing visualization, and a visioning document report for the project.



Involved Personnel

- Adam Williamson, Principal-in-Charge / Planner

Reference

The Muscogee Nation
Jason Harrison, Project Manager
Phone: 918.549.2596
Email: jharrison@muscogeenation.com





PES
Partners for Economic Solutions

Four Mile Run Valley Plan

Community Planning, Housing and Development Division, Arlington County, VA

The Four Mile Run Valley is a stream valley in suburban Arlington characterized by older industrial uses, auto body shops, a cluster of arts uses, a historic African American community, a major dog park, newer townhouses and strip commercial uses. The challenge was to develop a plan that respected and protected the area while allowing for longer-term transition to a new mix of uses. PES evaluated the regional industrial market and highlighted the dwindling supply of close-in industrial space appropriate to key service commercial functions, such as repair shops, breweries, dog kennels, self storage, heavy equipment storage and other activities. The planning effort protected the long-term viability of those uses in a portion of the area by zoning against the types of residential and retail uses that can outbid small businesses and squeeze out industrial uses. In another section adjacent to residential and hotel uses, PES tested the market and financial feasibility of mixed-use redevelopment and the densities required to support redevelopment. Existing facilities were evaluated in terms of their potential for artist and "maker" uses, supporting both performing arts uses and craft. PES also evaluated opportunities to help meet the County's need for additional industrial lands for its maintenance equipment, school bus storage and other back-of-house municipal functions.



Reference:

Richard Tucker, Planner
Project Manager
Arlington County Community Planning,
Housing and Development Division
(703) 228-3525
rtucker@arlingtonva.us

PES
Partners for Economic Solutions

Ward 5 Industrial Land Transformation Strategy

District of Columbia Office of Planning

As advisors to a Mayoral Task Force on the transformation of industrial lands in Ward 5 (Northeast Washington, DC), PES provided market analysis and developed economic strategies. The District is seeking long-term transformation of industrial lands to accommodate industries of the future and to provide employment opportunities for Ward 5 residents. PES conducted in-depth case studies of strategies employed in Pittsburgh, Philadelphia, Berkeley, San Francisco and Brooklyn as guidance on best practices and techniques for diversifying the city's economy, focusing particularly on techniques to support "maker" businesses. This involved evaluating alternative approaches that range from co-working to shared tools and equipment. The near- and longer-term strategies recommended include better organization for industrial development, zoning to protect industrial properties and prevent residential encroachment in some locations, accommodation of live-work opportunities in other locations, incentives for investment in new facilities to meet the needs of second-stage companies, support for the "maker" economy (such as branding and marketing of products made in DC), reducing nuisance uses, improving the quality of governmental operations (including Public Works maintenance yards), infrastructure investments, business assistance and workforce development. PES prepared an in-depth market analysis of the opportunities for niche industry cluster development as well as the future needs of existing production, distribution and repair companies. An economic impact analysis was developed to assist in the selection of final strategies.





Reference: Mr. Andrea Limauro, City Planner
Project Manager
Formerly with the DC Office of Planning
Now with DC Department of Energy & Environment
(202) 535-2600
Andrea.Limauro@dc.gov

PES
Partners for Economic Solutions

Central Avenue Community-Based Action Plan

The Local Initiatives Support Corporation (LISC)

LISC is a national organization with a mission of working with residents and partners to forge resilient and inclusive communities—great places to live, work, visit, do business and raise families. In partnership with Kaiser Permanente, LISC began work on an inclusive economic development action plan agenda for the Central Avenue / Blue Line Corridor guided by the community in Prince George's County, MD. Its goal is to help individuals and small businesses better connect to training, employment, technical assistance and capital. Starting with an analysis of strengths, weaknesses, opportunities and constraints, PES worked with a community-based task force to identify and prioritize specific initiatives that local organizations could pursue in partnership with County agencies as well as non-profit and private partners. The task force elected to focus on the Capitol Heights and Addison Road/Seat Pleasant Metro station areas closest to the District of Columbia line where reinvestment was most needed. Three action areas were prioritized:

- Community empowerment through capacity building of local organizations and enhanced communications;
- Small business support starting with construction industry initiatives to facilitate partnerships between small and medium-sized companies; and
- Workforce training initiatives in the community focused on health care, construction and technology supported by strategic partnerships with key businesses.





Reference: Bryan Franklin, Project Manager
LISC DC
1825 K Street, NW, Suite 1100
Washington, DC 20006
202 739-9260
bfranklin@lisc.org

PES
Partners for Economic Solutions

New York Avenue and PDR Framework

District of Columbia Department of Transportation and Office of Planning

PES contributed to a new framework for Production, Distribution and Repair (PDR) businesses in Washington, DC. An in-depth review of PDR trends and PDR businesses helped build a better understanding of their characteristics and future potentials as industrial properties face growing pressures for redevelopment for higher-density commercial and residential uses.

Reference: Ryan Hand, Assistant Director for Citywide Planning
DC Office of Planning
(202) 442-7619
Ryan.Hand@dc.gov

Subregion 4 Industrial Analysis

Maryland-National Capital Park & Planning Commission, Prince George's County, MD

The Maryland-National Capital Park and Planning Commission (M-NCPPC) undertook a large-scale planning effort for Prince George's County's Inner-Beltway communities, focusing on industrial activity. Subregion 4 encompasses many of the healthiest industrial areas within the Washington region. PES provided background on the current market dynamics for all industrial properties within the designated eight areas of concentrated industrial activity in Subregion 4. The planning effort addressed not only the competitive framework but also the conflicts between residential properties and industrial uses without proper buffers or concerns for environmental justice issues. PES provided valuable industrial lessons learned, concepts and partnership alternatives to mitigate these concerns while building the industrial business base and maintaining key parcels for public use. The plan also recommended infrastructure upgrades necessary to help these industrial businesses thrive in Prince George's County.





PES
Partners for
Economic Solutions

Baltimore Industrial Land Use Study

Baltimore Development Corporation, MD



Prior to founding PES, Anita Morrison and Abigail Ferretti led a multi-disciplinary team to evaluate the supply and demand for industrial land in the City of Baltimore. Competition from residential and office uses were diverting waterfront land with deepwater access from industrial and port use. At the same time, industrially zoned properties in other parts of the city were no longer able to attract users due to access, size and encroachment issues. We evaluated eight existing industrial areas in light of the needs of modern industrial users, identified those that were still competitive and recommended alternative uses for areas that were no longer viable for industrial use. Case studies from other communities identified potential zoning tools that could be used to protect important industrial land resources. Other tools were recommended for improving the compatibility of industrial uses with other neighboring uses and reducing visual impacts. The plan ultimately recommended a seven-point decision matrix to be used in evaluating requests to convert industrial land to other uses. Included was consideration of obsolete historic structures, protecting viable industries from encroachment that could impact their ability to do business, extraordinary environmental clean-up costs and the potential for more jobs and tax revenues if redeveloped for technology industries.

Technology Industry Program Development

Michigan Economic Development Corporation

To encourage development of facilities for technology-based industry, the State of Michigan established the "SmartZones" program. The program provides marketing, branding and other support for city and university collaborations in both technology business parks and "virtual parks" that link technology businesses together through shared services and telecommunications infrastructure. While with another firm, Anita Morrison worked with the MEDC to develop the program guidelines and to prepare the initial Request for Proposals from local communities interested in participating in the program. The designated SmartZones were located across the state, supporting businesses in biotechnology, advanced manufacturing, business data mining, aviation, e-learning and other technologies.

Legacy Business Park

Lexington-Fayette Urban County Government







Location
Lexington, KY

Size
200 Acres

Reference
Kevin Atkins
Chief Development Officer
LFUCG
859.258.3152
katkins@lexingtonky.gov

Awards
KY ASLA

The City initially hired Gresham Smith to create a master plan for the 200-acre Coldstream site. The master plans goals included: attracting new businesses and creating jobs by preserving and enhancing the surrounding environment, integrating public open space, and providing connectivity to local roadways, trails and greenways. In the initial phase of the process, the Gresham Smith team set a strong foundation by investigating the site's existing conditions, challenges and opportunities. Given the site's location within the Cane Run Watershed and Royal Spring Aquifer, the project team explored ways to protect and enhance the natural ecosystem on the site while also leveraging the natural features into funding and placemaking opportunities to further differentiate the site for top-tier business prospects.

Since the master plan was completed in 2021, Gresham Smith has taken the vision to reality through design and engineering of the public infrastructure. The multidisciplinary team collaborated to design over a mile of roadways and shared use trails, a wastewater pump station and force main, regional stormwater management system, and site wayfinding and features. The project manager led the client through the complex permitting necessary to permit the three stream crossings including USACE Section 106. The use of Federal funding for this project required the team to comply with HUD requirements. The team has played a significant role with the client for procurement services. Construction is anticipated to begin Q1 of 2025 and Gresham Smith will provide daily on-site inspection services.

Gresham Smith

Lithium-Ion Battery Manufacturing Plant

Ultium Cells







Location
Spring Hill, TN

Size
165 Acres
2,800,000 sf under roof

Reference
Alonso De Alvia, Jr.
Senior Project Manager
248.318.5146
alonso.deavila@gm.com

Awards
TN ACEC

When Ultium Cells, a joint venture of LG Energy Solution and General Motors, decided to double its battery production in the United States, they called on a familiar face. After designing Ultium Cells' first battery plant in Lordstown, Ohio, Gresham Smith was once again selected to design the 2.8 million square-foot facility in Spring Hill, Tennessee. Opened in 2024, the $2.3 billion investment is expected to create 1,300 new jobs. We delivered a full suite of engineering and architectural design services as well as commissioning via the Integrated Project Delivery method. Additionally, our Experiential Design and Wayfinding / Branded Environments team applied cohesive brand and site standards across the manufacturing campus.

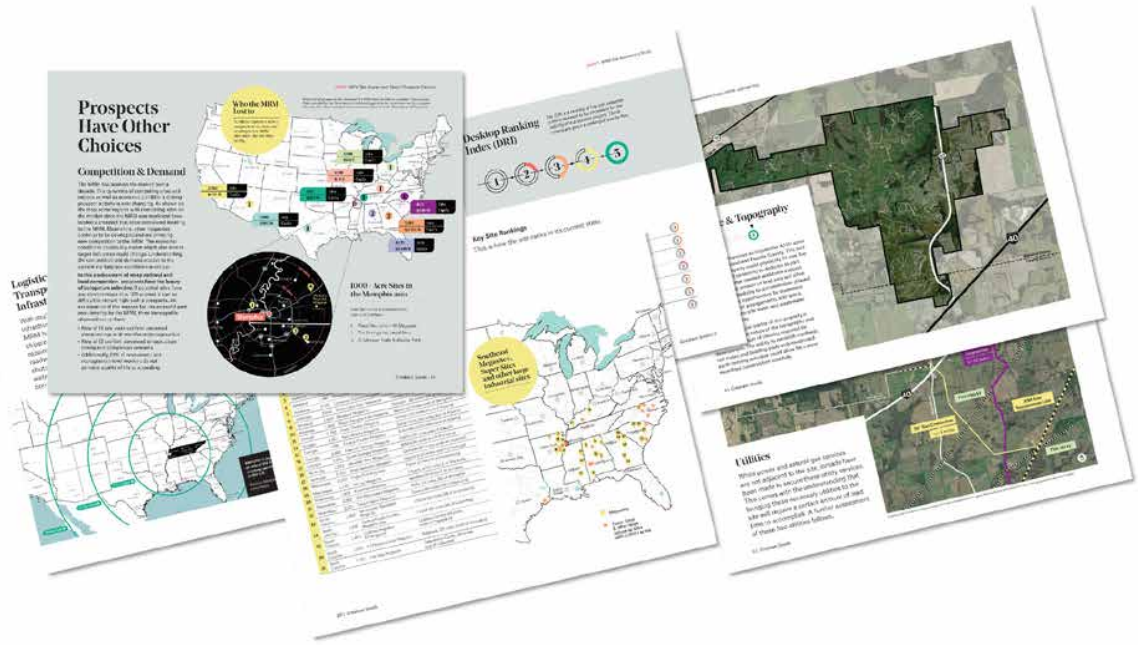
The Spring Hill facility is similar in size to the first Ultium Cells plant, allowing Ultium Cells to double its battery production using an advanced and efficient battery cell manufacturing process. It supplies battery cells to GM's Spring Hill manufacturing assembly plant, which will build Ultium-powered vehicles like the Cadillac LYRIQ. The mass-production of battery cells will contribute to GM's vision for an all-electric, zero-emissions future.

The project's entry plaza was designed to bring the expansive building down to human scale, creating a welcoming space as part of the site's arrival sequence. Utilizing native plant species and trees to frame perspective, the design directs the focus toward the entryway while adding life to the space, supporting biodiversity and reducing long term maintenance costs. Boulders sourced from the property tie to the site's history and direct movement along expansive sidewalks designed to accommodate today's traffic while establishing a framework for future phases.

Gresham Smith

Memphis Regional Megasite

TN Department of General Services Administration



Location
Memphis, TN

Size
4,100 Acres

Reference
Clay Bright
CEO West TN Megasite Authority
615.741.2848
clay.bright@tn.gov

Development of the Memphis Regional Megasite began with a vision to create a site that would be transformational to the economic landscape of West Tennessee. Gresham Smith was tapped by the State of Tennessee to complete a high-level, objective, third-party assessment of the Memphis Regional Megasite. With a total of 4,100 acres of greenfield property, this site was large enough to accommodate multiple Original Equipment Manufacturers (OEM's) with land remaining to dedicate to parts and other supply chain support businesses.

We analyzed the site's pros and cons as seen from the eyes of prospects. We used this analysis to advise the Governor regarding proactive measures he could take to successfully market the site after 13 years without a tenant commitment Water and wastewater was a major hurdle. We investigated strategies to get those services operational within time frames acceptable to prospects, including privatization. This proved instrumental to the State's preparedness when site consultants presented a prospect (later identified as Ford) to them. Today, this site is home to Blue Oval City, a $5.6 billion battery and vehicle manufacturing campus for Ford Motor Company.

Gresham Smith serves the CEO of the Megasite Authority of West Tennessee, Clay Bright, as an extension of staff. Through the past few years we developed zoning regulations for the MAWT and facilitated regular meetings with state agencies pertaining to site infrastructure development. Gresham Smith staff review all proposed site construction documents for compliance with the zoning regulations and coordinate with end-users through the review and approval process.

Gresham Smith

YARD & CO.

Fort Wayne, IN 2023-2024

CONNECTING COMMUNITIES AND THEIR UNIVERSITIES IN A DYNAMIC MIXED-USE HUB



Northeast Indiana is home to one of the largest concentrations of manufacturing muscle in the country. Once employing the vast majority of its population, changes to the economy are leaving too many people out of new opportunities and threatening its ability to energize the next generation of growth. In response, Indiana Tech University engaged Yard & Co. to develop the Generator with its development partner, Ancora, at its Fort Wayne Electric Works Innovation District on the site of a former General Electric plant. The Generator is centered around three primary components; Building 36, Public Workshop, and Next/Gen. Building 36 is a center for heavy tech and advanced manufacturing innovation. Public Workshop will help diverse learners and entrepreneurs overcome systemic barriers by connecting them to a diverse set of resources. Next/Gen, provides unique learning experiences that connect talent to the community in ways that create strong emotional bonds and lead to enhanced talent retention and attraction.

PROBLEM

Once a manufacturing hub for the country, Northeast Indiana needs to adapt to the new and advanced manufacturing economy.

SOLUTION

An innovative Public-Private Partnership that connects Indiana Tech University and its students to neighborhoods and the emerging Fort Wayne Innovation District.

ACTION

Build a brand, design, architecture, operating system and implementation budget for a new program that connects places, spaces, people, and institutions together in one place.

REFERENCE

Judy K. Roy, EVP for Finance & Administration, Indiana Tech
jkroy@indianatech.edu | 260.399.2825


36
INDIANA TECH
THE GENERATOR


THE
GENERATOR
POWERED BY INDIANA TECH
GO FOR IT.
INDIANA TECH
YARD
& CO.

YARD & CO.

Global District - Tulsa, OK 2022

A VISION FOR REVITALIZATION AND CULTURAL PRESERVATION



The Global District, a hub of minority-owned businesses in Tulsa, OK, faces challenges due to its auto-centric layout and is in need of revitalization and economic growth while preserving its multicultural identity. Yard & Co. initiated a transformative CNU 30 legacy project, revitalizing a section of the Nam Hai Market parking lot into a dynamic festival plaza that showcased the Global District's diverse makers, artists, food vendors, and entertainers. This initial activation laid the groundwork for a Strategic Investment Plan, focusing on four key areas: analysis and research of the current economic climate, improving connections within the district and to surrounding areas, creating retail strategies and public spaces, and developing long-term site development plans with an emphasis on underutilized areas. This plan prioritizes community engagement and aims to create a more pedestrian-friendly, vibrant, and economically thriving district while maintaining its unique cultural heritage. Implementation will occur over 36 months and includes negotiating ground leases, constructing public spaces, and initiating a master lease agreement for vacant spaces.

REFERENCE

Luisa Krug, Tulsa Global District, Executive Director
director@tulsaglobal.org

PROBLEM

How can the Global District best revitalize and promote economic growth while preserving its multicultural identity?

SOLUTION

Focus on four key areas: analysis and research of the current economic climate, improving connections within the district and to surrounding areas, creating retail strategies and public spaces, and developing long-term site development plans, with an emphasis on underutilized areas.

ACTION

Implement a variety of changes over 36 months, including negotiating ground leases, constructing public spaces, and initiating a master lease agreement for vacant spaces.


Activation
Site Development
YARD & CO.

YARD & CO.

Decatur Township, IN 2022-2023

RE-IMAGINING A REGIONAL PARK AS A FRONT DOOR FOR RECREATION, CONNECTION, AND COMMUNITY



The Imagine! Decatur Greenway Area Plan proposes a bold new vision which leverages one of the region's largest parks and riverfront to create a green seam through the heart of Decatur Township. The Greenway will connect current neighborhoods with three new neighborhoods that may be built along it. Current neighborhoods will have the opportunity to connect to the Greenway while the new ones will gain their value from their access and address on the Greenway.

In total, this vision provides the opportunity to shape the development of 2,576 residential units, 250,000 square feet of retail and services, and 2.3 million square feet of employment uses, all built around neighborhood parks and walkable streets that directly connect to the Greenway. Beyond the quality of life impacts, this vision represents an annual economic impact of $5M in income taxes and $13M in property taxes.

PROBLEM

How can Decatur Township revitalize its community, enhance quality of life, and stimulate economic growth?

SOLUTION

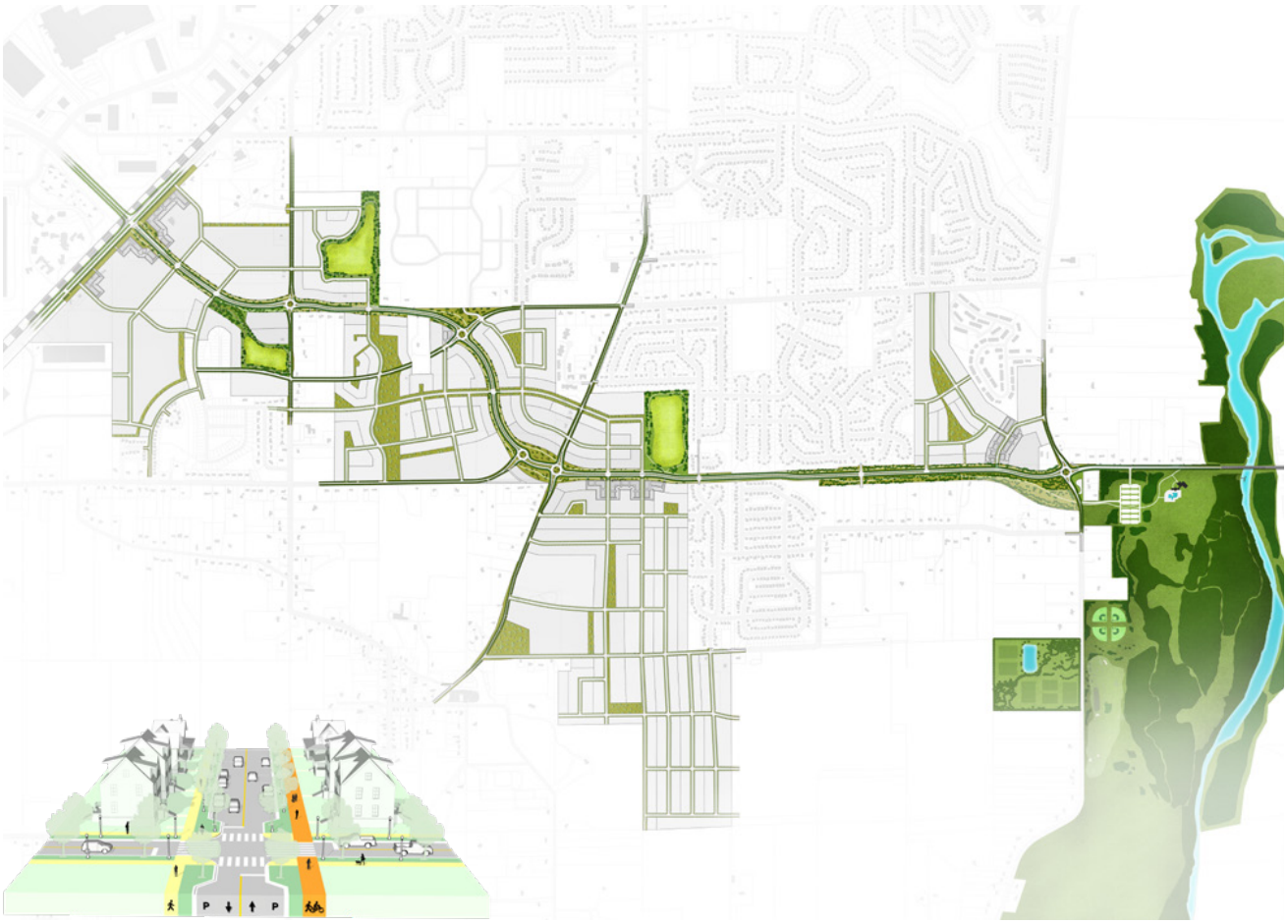
Propose a transformative development strategy centered around the creation of a new Greenway, connecting neighborhoods with a mix of housing, retail, and employment centers.

ACTION

Plan specific development proposals, transportation recommendations, and an implementation timeline to guide the realization of this vision over the next 10+ years.

REFERENCE

Joshua Masquelier, CDC Chair, Decatur Township
jmasquel@gmail.com | 317.503.6447



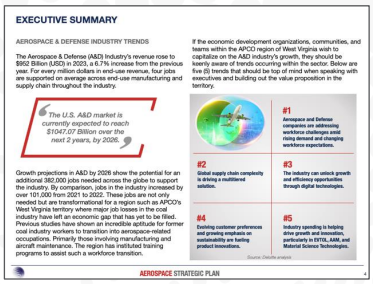

YARD
& CO.

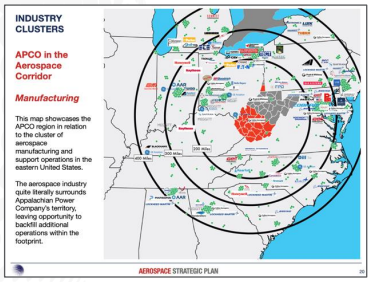
AEP - APPALACHIAN POWER COMPANY

APCO, a division of American Electric Power, chose our firm to assist with their efforts of attracting a new industrial cluster within the 25-county territory of West Virginia. Successful completion of this project required our team to conduct industrial site-visits, stakeholder listening sessions, economic market analysis, industry cluster analysis, infrastructure analysis, and reviews of airport site advantages for specific subsectors of the target industry.



The resulting strategic document outlines the ability for the region to attract aerospace and defense companies through strategic implementation of site development, educational collaboration, regional cooperation, marketing-branding creation, and more.







ORANGEBURG, SOUTH CAROLINA

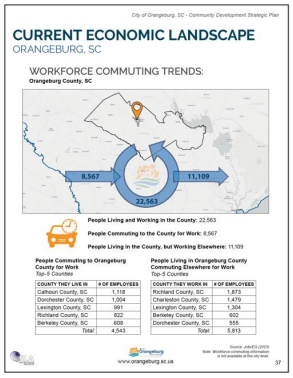
The South Carolina Department of Commerce chose our firm as the preferred consultant for their Rural Planning Initiative. SCDOC sends our team to communities to conduct analysis and provide planning recommendations to increase desired job creation as well as capital investment.

Our most recent client in this program was the City of Orangeburg, SC. This was a unique project as the community had competed for a $1.2 Billion lithium battery facility being sited by our CEO Chuck Sexton just one year prior. This gave our team additional insights into the perception corporations have of the city.

SLA delivered a community development plan with a comprehensive review of the economic landscape, enhanced targeted industries, and strategic recommendations that included infrastructure development and land use priorities.









BORGER, TEXAS

Our team was chosen by the economic development organization of Borger, Texas to conduct a comprehensive strategic plan. The primary focus of this plan was to analyze the city's current market and provide recommendations for future growth through economic development success.

Community leaders wanted focus areas to include:

- Organizational Operations
- Economic Market Analysis
- Review and Recommendations toward Industrial Site Development
- Target Industry Analysis and Selection
- Housing & Community Development Priorities
- Industrial Recruitment and Marketing



REFERENCES

Brad Hall
Vice President
Appalachian Power Company
bnhall@aep.com
(606) 471-9923

PROJECT DESCRIPTION:

Economic Development Strategic Plan to grow the Aerospace Industry and Ecosystem across a 25-county region

Gilleon Frieson
Rural Development Manager
SC Dept. of Commerce
gfrieson@sccommerce.com
(803) 413-6774

PROJECT DESCRIPTION:

Rural Community Economic Development Strategic Plans (Multiple in Progress)

Amy Fesser
Executive Director
Borger, TX
Economic Development
afesser@borgeredc.com
(817) 613-7949

PROJECT DESCRIPTION:

Economic Development Strategic Plan including organizational development, BRE, marketing, communications, target industry, housing, etc.

SECTION 5:

Project Approach

Proposed Work Plan

TSW's Proposed Work Plan relies on existing knowledge of the Blue Sky Rural Activity Center, the pressures of growth and the need for economic development, and the politics at play in this Small Area Plan. The experience of our Team in working successfully and collaboratively with Planning to achieve outcomes in line with *Imagine Lexington 2045* set the pace and expectations for this next phase of study. Once again, we are bringing together a wide variety of experts from land planners, code experts, landscape architects, engineers, economists, engagement specialists, and development advisors to help us craft the following approach within the 12-month timeframe outlined.

Task 0. Project Kick-Off & Ongoing Management

Conduct an in-person project kick-off meeting and site visit with Team members, City staff, and members of the project advisory committee.

Meet monthly (in-person and virtually) with City staff throughout the project's duration to discuss progress, review draft documents, presentations to Planning Commission, and community engagement activities and agendas.

Task 1. Guiding Principles

Develop principles for Blue Sky's future development aligned with the goals of *Imagine Lexington 2045* and the *Urban Growth Master Plan*. Use a similar matrix to the one provided in the UGMP, which aligned the projects principles to the goals, objectives, and policies outlined in the Comprehensive Plan, with a particular focus on industrial growth, employment centers, redevelopment opportunities, and infrastructure.

Task 2. Existing Conditions Inventory & Market Analysis

Assess current land uses, employment data, transportation and utility infrastructure, environmentally sensitive areas, and drainage using GIS and base data provided by the Client. An economic and market analysis will provide a snapshot on employment data and trends and a review of the types of industry and the sites ability to match those needs. The Team will also assess the ability of existing zoning regulations to support identified industrial trends.

Based on the physical and economic assessment, and drawing on our Team's expertise with locating new businesses and the types of land deemed 'most desirable', a suitability analysis will be conducted to identify land within the 301 acres and potentially adjacent to the Blue Sky RAC that is suitable for future industrial or mixed-use development.

Task 3. Public & Stakeholder Engagement

The engagement strategy focuses on ensuring that stakeholders are actively involved in the creation of the SAP. The goal is to create a flexible, inclusive, and transparent process that allows all stakeholders, especially businesses, property owners, and the surrounding community, to provide input in a way that respects their time and priorities.

Key Goals:

- Engage businesses, property owners, and community members through a variety of accessible, flexible engagement methods to ensure a broad base of input.
- Build relationships with key stakeholders through direct outreach and inclusive collaboration, allowing them to shape the SAP and the area's identity in a meaningful way.
- Use engagement to inform the design of catalytic sites, ensuring the development aligns with the needs of businesses and the community while addressing long-term growth, infrastructure, and sustainability.

Task 3.1. Stakeholder Mapping & Initial Outreach

Work with Planning to identify and map key stakeholders (business owners, property managers, community groups, etc.), understanding their needs, priorities, and availability. Develop an outreach plan that targets businesses for one-on-one or small group discussions and uses accessible methods to reach the broader community.

Use newsletters, email updates, and a dedicated landing page on the Imagine Lexington website to provide regular communication about progress and opportunities for continued involvement.

Task 3.2. Flexible Engagement Methods

Use a variety of engagement tools to get the word out and build excitement for the project and help to set the vision.

- Online Surveys & Digital Platforms: Launch interactive surveys and digital platforms where stakeholders can share feedback at their convenience.
- Pop-Up Events: Organize pop-up events at key locations and hubs throughout the Blue Sky area to engage stakeholders before or after work, or create more opportunities to gather through experiences that don't currently exist in the area.
- Virtual Roundtables & Webinars: Hold virtual roundtable discussions and webinars, allowing businesses and property owners to participate without needing to leave their work environments.

Task 3.3. Workshops & Collaborative Sessions

Facilitate workshops during an intense design week with stakeholders and City staff to gather deeper insights into their needs, concerns, and aspirations for the area's future development. These sessions will help define key values for the strategic goals for the SAP. Use collaborative tools (e.g., digital whiteboards, mapping exercises) to involve stakeholders in the design process for future development sites, encouraging them to contribute ideas and feedback on site layouts, infrastructure, and use.

Task 3.4. Public Engagement & Transparency

Organize a public meeting(s) to update the community and stakeholders on the progress of the SAP, share key insights from the engagement process, and solicit input on the proposed strategies for Blue Sky's future

Task 3.5. Planning Commission & Advisory Committee Updates

Present progress and recommendations to the Advisory Committee and during the Planning Commission

Work Session towards the beginning of the project to present Existing Conditions and Community Engagement efforts, and then again to go over the Team's recommendations.

Task 3.6. Final Engagement & Feedback

Present the final draft of the SAP to stakeholders for their input. Highlight how their feedback has been integrated into the development of catalytic sites and the broader plan. Organize a final public engagement event to celebrate the conclusion of the planning process, and gather any last input before submitting the final SAP to LFUCG.

Task 3.7. Planning Commission Public Hearing & General Government & Planning Committee Presentation

Present a final draft of the Blue Sky Small Area Plan at a Planning Commission Public Hearing. Return to a continuation of the Public Hearing with any needed changes to the Plan and to receive the Commission's final recommendations.

Brief Urban County Council on the outcomes of the Blue Sky Small Area Plan.

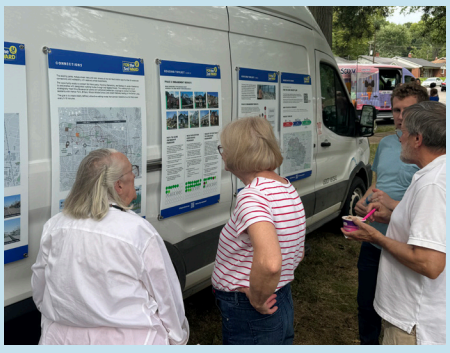
Our Blue Sky Engagement Philosophy

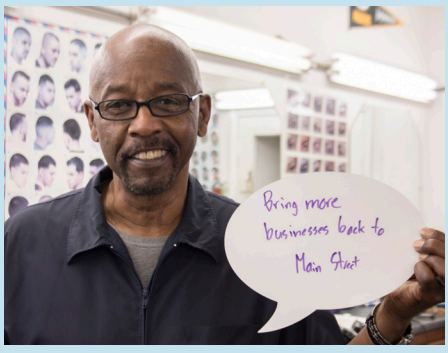
Our approach is focused on creating a flexible, future-focused plan rooted in the needs of businesses and property owners in the area. Understanding stakeholders' busy schedules, we will use engagement methods that are convenient and accessible, including online surveys, interactive digital platforms, and community kiosks at key locations. This allows stakeholders to participate on their own time. We will also engage key business owners and property managers through one-on-one or small group discussions to gather insights from those most invested in the area's future.

Since the area is primarily made up of businesses, our engagement will be targeted to meet their specific needs. This may include virtual roundtables, workshops, and on-site pop-up events, where stakeholders can provide immediate feedback without leaving their work environment. These efforts will help ensure organic and accessible dialogue. Additionally, we'll create opportunities for neighboring residents to engage by hosting pop-up events that draw them into the area, making sure the project has a broad impact across Lexington.

While we aim to be efficient, we understand that true collaboration is about building relationships and fostering dialogue—not just collecting input. We will prioritize engagement over passive feedback, ensuring stakeholders have the opportunity to actively shape the plan. We will maintain transparency throughout the process with regular email updates, newsletters, and a dedicated project website to provide concise, actionable information on progress and opportunities to participate. We will also build in presentations with relevant leadership to ensure we're meeting project goals.







Task 4. Land Use & Transportation Spatial Framework(s)

Using the data from Task 2: Existing Conditions Inventory & Analysis, the TSW Team will build a series of overlapping and interconnected frameworks to be carried into the concept planning phase. These framework plans will be revised to become a Regulating Plan similar to what is shown here for Area 4 of the UGMP - using similar styles and graphic language with the understanding that this plan will tie directly into the Regulatory Framework in Task 6.

Task 4.1. Green Infrastructure

Integrate open spaces, greenways, and trail networks into Blue Sky's plan using UGMP recommendations. Incorporate sustainable development practices like green building standards, renewable energy, and waste management improvements into future development.

Task 4.2. Urban Development

Determine optimal land uses for the Blue Sky area based on UGMP and other relevant LFUCG plans. Incorporate non-industrial uses to serve employees, expand industrial use options, improve walkability and transit access, and provide appropriate buffers while ensuring better integration with surrounding growth areas from the UGMP.

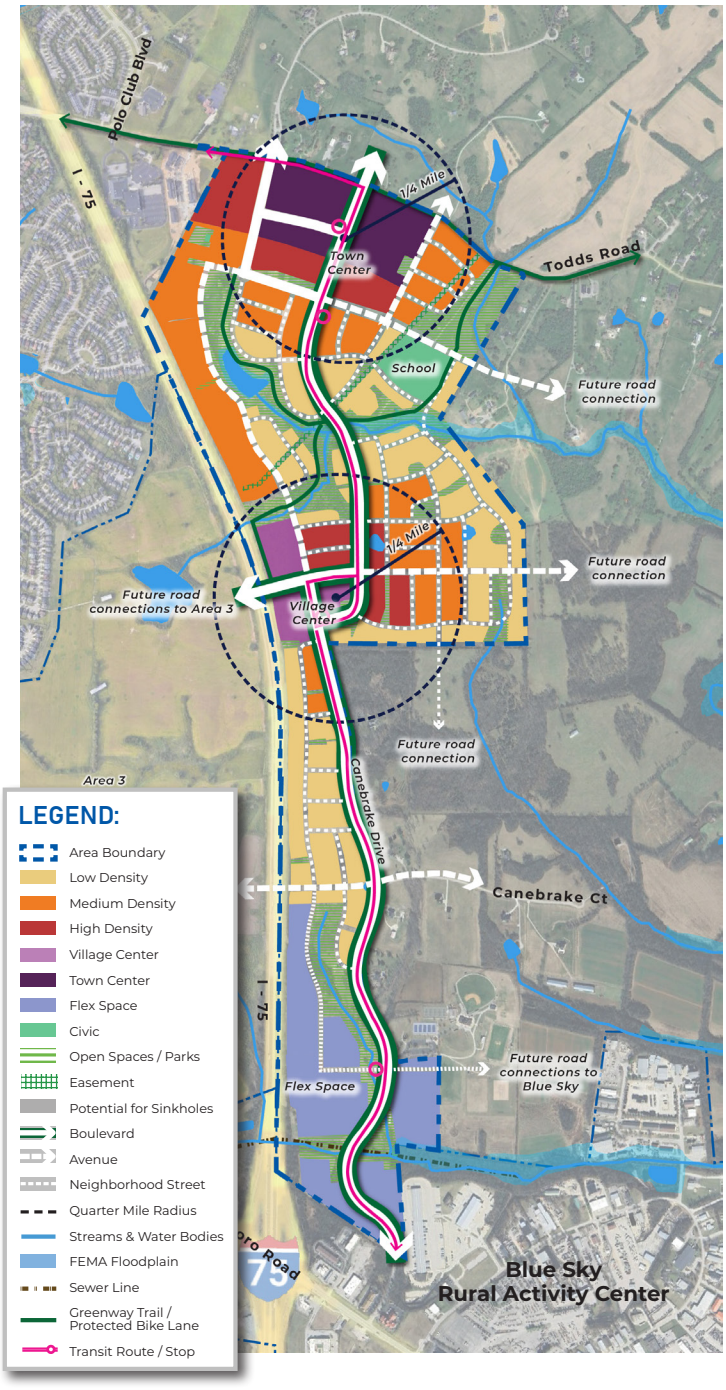
Task 4.3. Transportation

Enhance infrastructure to support industrial growth and freight movement, while identifying alternative fuel refueling locations. Improve roadways to meet Complete Streets standards, increase safety for all travel modes at key intersections, and better connect Blue Sky with nearby areas through safety-focused roadway designs.

For budgeting purposes our Team felt that the evaluation and recommended design improvements to the I-75 / Athens-Boonesboro Road interchange would be easier for Planning to understand as its own line item as the fee is disproportionate to the rest of Task 4. See ***Optional Task C – $50,000 I-75 / Athens-Boonesboro Road interchange Evaluation.***

Task 4.4. Infrastructure & Community Facilities

Map sewer, utility, and other infrastructure networks to support urban development and create lot configuration options. Analyze and present the costs of building and maintaining public infrastructure to promote economic development and improve access to the area.



Task 5. Conceptual Plans for Key Site(s)

Create preliminary designs and renderings for at least one key site, chosen in collaboration with the client, to stimulate future development. The conceptual plans will show circulation, open space, and urban development similar to the level of detail shown for the City's other Small Area Plans.

Task 6. Regulatory Framework Development

Based on the land use and spatial frameworks and the conceptual plan(s), the Team will recommend updates to zoning ordinances, land subdivision regulations, and development review criteria. Ensure zoning reflects the needs of modern industries and anticipates future growth demands for Lexington-Fayette County over the next 30 years.

Task 7. Final Plan

The TSW team will compile a full draft of the Blue Sky Small Area Plan. One round of comments will be compiled and distilled by the Client into a single file which will be incorporated into changes prior to the Planning Commission Public Hearing. Following a compiled receipt of edits requested by the Planning Commission, the Team will update the document once again as the Final Small Area Plan.

Optional Tasks

The following are optional items we have pulled out of the standard scope but which we think Planning may want to consider.

Optional Task A – $2,500 Additional Public Meeting

Beyond those outlined in Task 3, the Client may desire additional public meeting(s). $2,500 is the base fee per meeting and assumes the reuse of an existing presentation and no additional meeting material creation or major printing.

Optional Task B – $50,000 Brand Approach

While the idea of a brand approach was not in the RFP, we do think that there is a real identity to mold this into an identified and known place, rather than the hinterlands it is perceived as today. In our experience creating a brand for an area or district such as Blue Sky helps to generate excitement, which helps the bottom line towards economic development. The place brand development for the Blue Sky area will establish a clear identity that reflects the vision for the site's long-term growth, sustainability, and economic potential. The brand will serve as a tool for attracting investment, guiding development, and engaging stakeholders in the transformation of Blue Sky into a modern, innovative industrial park.

Key Goals:

- **Create a flexible and future-focused brand** that resonates with businesses, property owners, and the community, while reflecting the area's industrial and sustainable development goals.
- **Ensure the brand aligns with the Small Area Plan (SAP)**, highlighting catalytic sites for economic growth, sustainability, and infrastructure improvements.
- **Develop messaging and visuals** that communicate the area's potential as a thriving hub for industrial development and innovation.

Brand Development Tasks:

- **Brand Positioning & Visioning**: Host a workshop with stakeholders to define the values, mission, and positioning of the brand, ensuring it aligns with the area's future growth and sustainability objectives. Develop initial brand concepts (logo, color schemes, and typography) based on the outcomes of the visioning workshop.
- **Refinement & Feedback Integration**: Use online surveys, digital platforms, and pop-up events to gather feedback on initial brand concepts from stakeholders (businesses, property owners, residents). Refine the brand based on input to ensure it is inclusive, reflective of the community's needs, and aligned with the vision for Blue Sky.
- **Messaging Development**: Craft key messaging that ties the brand to the SAP's objectives, especially around the development of catalytic sites. This messaging will emphasize sustainability, innovation, and economic growth. Create materials (brochures, digital assets, signage) that highlight the transformation of catalytic sites as key drivers for future economic development.
- **Brand Integration into SAP**: Ensure that the brand's visual identity and messaging are seamlessly integrated into the SAP to create a unified vision for the Blue Sky area.
- **Launch & Communication**: Develop a launch plan for unveiling the brand, ensuring that catalytic sites and the area's transformation are key focal points of the launch. Use digital platforms, newsletters, and public events to communicate the brand's introduction and its role in the future development of Blue Sky.

Brand Deliverables:

- **Visual Identity System** – logo and brand mark, color palette and typography, and brand guidelines
- **Brand Messaging & Positioning** – brand narrative, tagline and key messages, messaging tailored for businesses, investors, and the broader community
- **Marketing & Communication Assets** – presentation deck for future meetings, website or landing page template
- **Environmental Branding & Signage** – site signage and wayfinding, temporary banners, and murals
- **Implementation & Rollout Strategy** – brand launch plan, stakeholder engagement toolkit, press and media kit

Optional Task C – $50,000 I-75 / Athens-Boonesboro Road Interchange Evaluation

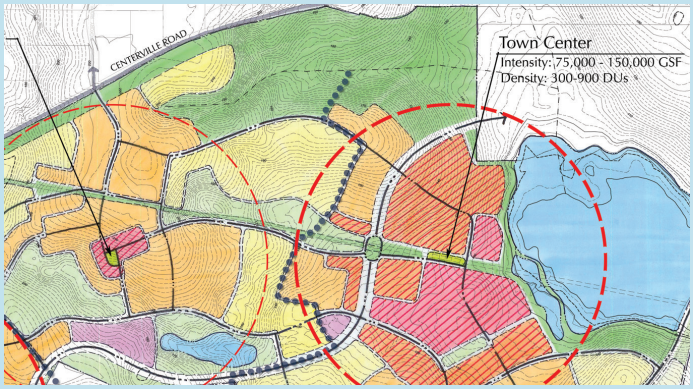
The evaluation and recommended design improvements to the I-75 / Athens-Boonesboro Road interchange to improve safety for all travel modes, including coordination with the MPO, Engineering, KYTC District 7 office, and FHWA.

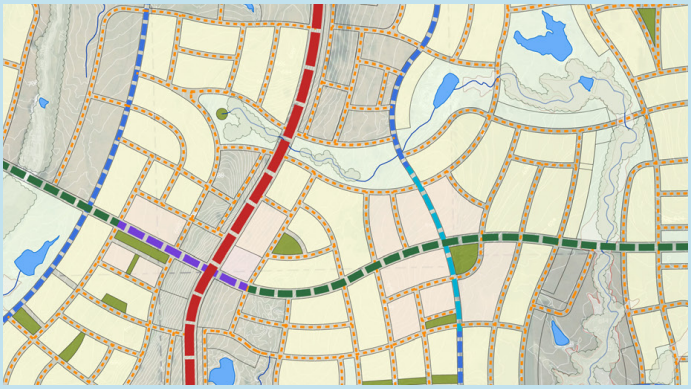
Optional Task D – $$15,000 Industrial Zoning Code Rewrite

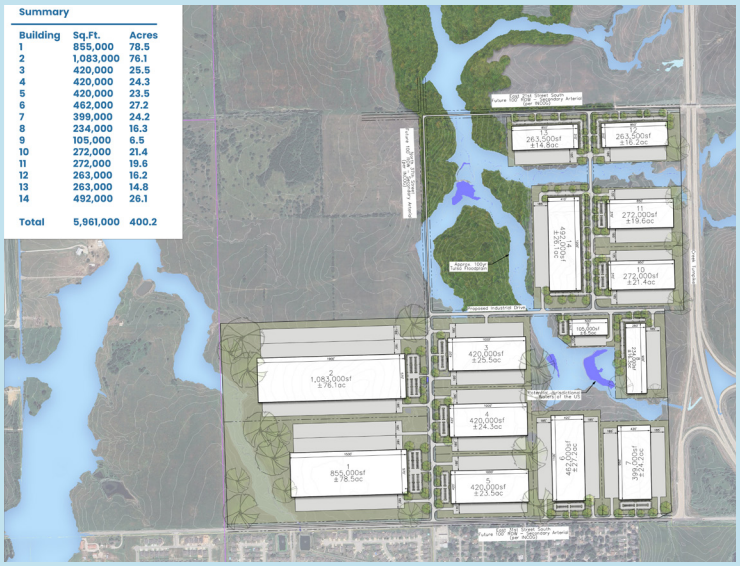
Based on the recommendations of Task 5: Regulatory Framework Development, the Team can work with Planning staff to conduct a full revision to the Industrial zoning codes.

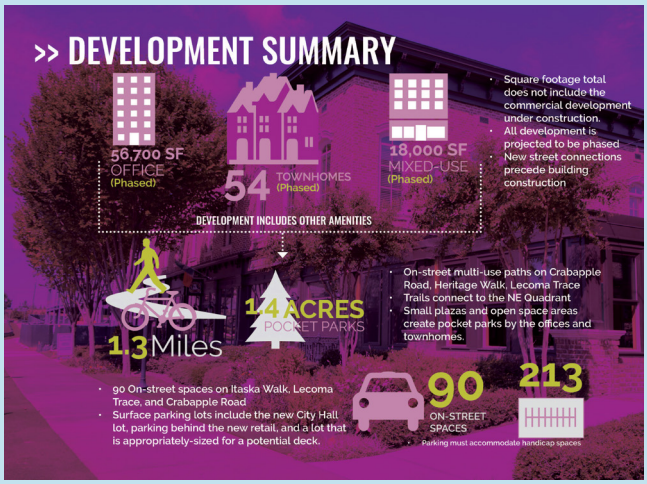
Visioning Graphics

TSW strongly believes in the power of marketing and graphic techniques to convey concepts, achieve consensus, and get people excited about ideas as part of the public engagement effort. We employ a variety of these techniques as part of every project, including: design guidelines, executive summary documents, perspective renderings, AutoCAD street and building sections, SketchUp 3D modeling, ArcGIS mapping, Revit computer-generated renderings, Photoshop before and after renderings, PowerPoint presentations, and visual preference and community surveys.











S 49th W Avenue



Project Schedule

Following the RFP , we are estimating a 12-month process with a start date of May 2025. If selected, a more detailed schedule will be developed that includes review periods, deliverable dates, and community engagement activities and dates.

MAY

TASK 0: PROJECT KICK-OFF & ONGOING MANAGEMENT
Project Management (monthly throughout the project process)
Project Kick-Off
TASK 1: GUIDING PRINCIPLES

MAY - JUNE

TASK 2 EXISTING CONDITIONS INVENTORY & MARKET ANALYSIS
TASK 3: PUBLIC & STAKEHOLDER ENGAGEMENT
3.1. Stakeholder Mapping & Initial Outreach
3.2. Flexible Engagement Methods
3.5. Planning Commission & Advisory Committee Updates

JUL

TASK 3: PUBLIC & STAKEHOLDER ENGAGEMENT
3.3. Workshops & Collaborative Sessions

AUG-OCT

TASK 4. LAND USE & TRANSPORTATION SPATIAL FRAMEWORK(S)

NOV-DEC

TASK 3: PUBLIC & STAKEHOLDER ENGAGEMENT
3.4. Public Engagement & Transparency
3.5. Planning Commission & Advisory Committee Updates
TASK 5: CONCEPTUAL PLANS FOR KEY SITE(S)

JAN-FEB

TASK 6: REGULATORY FRAMEWORK DEVELOPMENT
TASK 3: PUBLIC & STAKEHOLDER ENGAGEMENT
3.6 FINAL ENGAGEMENT & FEEDBACK

MAR-APR

TASK 7: FINAL PLAN
Draft and Final Plan
TASK 3: PUBLIC & STAKEHOLDER ENGAGEMENT
3.7 PC Public Hearing and GGP Presentation

SECTION 6:

Cost Proposal

The TSW Team's goal is to continue to build a partnership with the Lexington-Fayette Urban County Government and the community. We do not want fees to be a barrier preventing our selection as your planning consultant team. If our fee proposal differs significantly from the competition or what may be budgeted for this project, we would be pleased to discuss our fee approach and refine our scope of services. Reimbursable expenses are included in the fees below.

Estimated Fees

TASK	DESCRIPTION	TOTAL
0	**Project Kick-Off & Ongoing Management**	**$17,500**
1	**Guiding Principles**	**$7,500**
2	**Existing Conditions Inventory & Analysis**	**$70,000**
3	**Public & Stakeholder Engagement**	**$114,750**
4	**Land Use & Transportation Spatial Framework(s)**	**$151,000**
5	**Conceptual Plans for Key Site(s)**	**$24,750**
6	**Develop a Regulatory Framework for Implementation**	**$30,000**
7	**Final Plan**	**$5,500**
	TOTAL:	**$421,000**

Optional Tasks

DESCRIPTION	TOTAL
Optional Task A – Additional Public Meeting	**$2,500+ / meeting**
Optional Task B – Brand Approach	**$50,000**
Optional Task C – I-75 / Athens-Boonesboro Road Interchange Evaluation	**$50,000**
Optional Task D – Industrial Zoning Code Rewrite	**$15,000**

APPENDIX:

Required Forms + Additional Information

Firm Submitting Proposal: **Tunnell-Spangler-Walsh & Associates d/b/a TSW**

Complete Address: **110 West Vine Street, Suite 300, Lexington, KY 40507**
Street City Zip

Contact Name: **Samantha Castro** Title: **Lexington Office Manager / Senior Associate**

Telephone Number: **859.317.5585** Fax Number: **N/A**

Email address: **scastro@tsw-design.com**

AFFIDAVIT

Comes the Affiant, Caleb Racicot, and after being first duly sworn, states under penalty of perjury as follows:

1. His/her name is Caleb Racicot and he/she is the individual submitting the proposal or is the authorized representative of Tunnell-Spangler-Walsh & Associates d/b/a TSW, the entity submitting the proposal (hereinafter referred to as "Proposer").

2. Proposer will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the proposal is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.

3. Proposer will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.

4. Proposer has authorized the Division of Central Purchasing to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.

5. Proposer has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Proposer will not violate any provision of the campaign finance laws of the Commonwealth.

6. Proposer has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."

Continued on next page

7. Proposer acknowledges that "knowingly" for purposes of this Affidavit means, with respect to conduct or to circumstances described by a statute or ordinance defining an offense, that a person is aware or should have been aware that his conduct is of that nature or that the circumstance exists.

Further, Affiant sayeth naught.

STATE OF Georgia

COUNTY OF Fulton

The foregoing instrument was subscribed, sworn to and acknowledged before me by Caleb Racicot, Principal on this the 12th day of February, 2025.

My Commission expires: July 25, 2025

NOTARY PUBLIC, STATE AT LARGE

ALANNA FAIRBURN NOTARY PUBLIC DEKALB COUNTY, GEORGIA My Commission Expires 07-25-2025

EQUAL OPPORTUNITY AGREEMENT

Standard Title VI Assurance

The Lexington Fayette-Urban County Government, (hereinafter referred to as the "Recipient") hereby agrees that as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78Stat.252, 42 U.S.C. 2000d-4 (hereinafter referred to as the "Act"), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, (49 CFR, Part 21) Nondiscrimination in Federally Assisted Program of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the "Regulations") and other pertinent directives, no person in the United States shall, on the grounds of race, color, national origin, sex, age (over 40), religion, sexual orientation, gender identity, veteran status, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives Federal financial assistance from the U.S. Department of Transportation, including the Federal Highway Administration, and hereby gives assurance that will promptly take any necessary measures to effectuate this agreement. This assurance is required by subsection 21.7(a) (1) of the Regulations.

The Law

- Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.

- Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment discrimination by contractor and sub-contractor doing business with the Federal Government or recipients of Federal funds. This order was later amended by Executive Order No. 11375 to prohibit discrimination on the basis of sex.

- Section 503 of the Rehabilitation Act of 1973 states:

  The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap.

- Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal contracts.

- Section 206(A) of Executive Order 12086, Consolidation of Contract Compliance Functions for Equal Employment Opportunity, states:

  The Secretary of Labor may investigate the employment practices of any Government contractor or sub-contractor to determine whether or not the contractual provisions specified in Section 202 of this order have been violated.

****

The Lexington-Fayette Urban County Government practices Equal Opportunity in recruiting, hiring and promoting. It is the Government's intent to affirmatively provide employment opportunities for those individuals who have previously not been allowed to enter into the mainstream of society. Because of its importance to the local Government, this policy carries the full endorsement of the Mayor, Commissioners, Directors and all supervisory personnel. In following this commitment to Equal Employment Opportunity and because the Government is the benefactor of the Federal funds, it is both against the Urban County Government policy and illegal for the Government to let contracts to companies which knowingly or unknowingly practice discrimination

in their employment practices. Violation of the above mentioned ordinances may cause a contract to be canceled and the contractors may be declared ineligible for future consideration.

Please sign this statement in the appropriate space acknowledging that you have read and understand the provisions contained herein. Return this document as part of your application packet.

Bidders

I/We agree to comply with the Civil Rights Laws listed above that govern employment rights of minorities, women, Vietnam veterans, handicapped and aged persons.



Signature

Tunnell-Spangler-Walsh & Associates d/b/a TSW

Name of Business

GENERAL PROVISIONS

1. Each Respondent shall comply with all Federal, State & Local regulations concerning this type of service or good.

   The Respondent agrees to comply with all statutes, rules, and regulations governing safe and healthful working conditions, including the Occupational Health and Safety Act of 1970, *29 U.S.C. 650 et. seq.*, as amended, and KRS Chapter 338. The Respondent also agrees to notify the LFUCG in writing immediately upon detection of any unsafe and/or unhealthful working conditions at the job site. The Respondent agrees to indemnify, defend and hold the LFUCG harmless from all penalties, fines or other expenses arising out of the alleged violation of said laws.

2. Failure to submit ALL forms and information required in this RFP may be grounds for disqualification.

3. Addenda: All addenda and IonWave Q&A, if any, shall be considered in making the proposal, and such addenda shall be made a part of this RFP. Before submitting a proposal, it is incumbent upon each proposer to be informed as to whether any addenda have been issued, and the failure to cover in the bid any such addenda may result in disqualification of that proposal.

4. Proposal Reservations: LFUCG reserves the right to reject any or all proposals, to award in whole or part, and to waive minor immaterial defects in proposals. LFUCG may consider any alternative proposal that meets its basic needs.

5. Liability: LFUCG is not responsible for any cost incurred by a Respondent in the preparation of proposals.

6. Changes/Alterations: Respondent may change or withdraw a proposal at any time prior to the opening; however, no oral modifications will be allowed. Only letters, or other formal written requests for modifications or corrections of a previously submitted proposal which is addressed in the same manner as the proposal, and received by LFUCG prior to the scheduled closing time for receipt of proposals, will be accepted. The proposal, when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope which is plainly marked “modifications of proposal”.

7. Clarification of Submittal: LFUCG reserves the right to obtain clarification of any point in a bid or to obtain additional information from a Respondent.

8. Bribery Clause: By his/her signature on the bid, Respondent certifies that no employee of his/hers, any affiliate or Subcontractor, has bribed or attempted to bribe an officer or employee of the LFUCG.

9. Additional Information: While not necessary, the Respondent may include any product brochures, software documentation, sample reports, or other documentation that may assist LFUCG in better understanding and evaluating the Respondent's response. Additional documentation shall not serve as a substitute for other documentation which is required by this RFP to be submitted with the proposal,

10. Ambiguity, Conflict or other Errors in RFP: If a Respondent discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, it shall immediately notify LFUCG of such error in writing and request modification or clarification of the document if allowable by the LFUCG.

11. Agreement to Bid Terms: In submitting this proposal, the Respondent agrees that it has carefully examined the specifications and all provisions relating to the work to be done attached hereto and made part of this proposal. By acceptance of a Contract under this RFP, proposer states that it understands the meaning, intent and requirements of the RFP and agrees to the same. The successful Respondent shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to Respondent shall be authorized for services or expenses reasonably covered under these provisions that the proposer omits from its Proposal.

12. Cancellation: If the services to be performed hereunder by the Respondent are not performed in an acceptable manner to the LFUCG, the LFUCG may cancel this contract for cause by providing written notice to the proposer, giving at least thirty (30) days notice of the proposed cancellation and the reasons for same. During that time period, the proposer may seek to bring the performance of services hereunder to a level that is acceptable to the LFUCG, and the LFUCG may rescind the cancellation if such action is in its best interest.

A. Termination for Cause

(1) LFUCG may terminate a contract because of the contractor's failure to perform its contractual duties

(2) If a contractor is determined to be in default, LFUCG shall notify the contractor of the determination in writing, and may include a specified date by which the contractor shall cure the identified deficiencies. LFUCG may proceed with termination if the contractor fails to cure the deficiencies within the specified time.

(3) A default in performance by a contractor for which a contract may be terminated shall include, but shall not necessarily be limited to:
   (a) Failure to perform the contract according to its terms, conditions and specifications;
   (b) Failure to make delivery within the time specified or according

to a delivery schedule fixed by the contract;

(c) Late payment or nonpayment of bills for labor, materials, supplies, or equipment furnished in connection with a contract for construction services as evidenced by mechanics' liens filed pursuant to the provisions of KRS Chapter 376, or letters of indebtedness received from creditors by the purchasing agency;

(d) Failure to diligently advance the work under a contract for construction services;

(e) The filing of a bankruptcy petition by or against the contractor; or

(f) Actions that endanger the health, safely or welfare of the LFUCG or its citizens.

B. At Will Termination

Notwithstanding the above provisions, the LFUCG may terminate this contract at will in accordance with the law upon providing thirty (30) days written notice of that intent**,** Payment for services or goods received prior to termination shall be made by the LFUCG provided these goods or services were provided in a manner acceptable to the LFUCG. Payment for those goods and services shall not be unreasonably withheld.

13. Assignment of Contract: The contractor shall not assign or subcontract any portion of the Contract without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of LFUCG.

14. No Waiver: No failure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by LFUCG in exercising any right, remedy, power or privilege under or in respect of this Contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.

15. Authority to do Business: The Respondent must be a duly organized and authorized to do business under the laws of Kentucky. Respondent must be in good standing and have full legal capacity to provide the services specified under this Contract. The Respondent must have all necessary right and lawful authority to enter into this Contract for the full term hereof and that proper corporate or other action has been duly taken authorizing the Respondent to enter into this Contract. The Respondent will provide LFUCG with a copy of a corporate resolution authorizing this action and a letter from an attorney confirming that the proposer is authorized to do business in the State of Kentucky if requested. All proposals must

be signed by a duly authorized officer, agent or employee of the Respondent.

16. Governing Law: This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this Contract, the Parties agree that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Contract or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.

17. Ability to Meet Obligations: Respondent affirmatively states that there are no actions, suits or proceedings of any kind pending against Respondent or, to the knowledge of the Respondent, threatened against the Respondent before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of Respondent to perform its obligations under this Contract, or which question the legality, validity or enforceability hereof or thereof.

18. Contractor understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Contractor is an independent contractor at all times during the performance of the services specified.

19. If any term or provision of this Contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.

20. Contractor [or Vendor or Vendor's Employees] will not appropriate or make use of the Lexington-Fayette Urban County Government (LFUCG) name or any of its trade or service marks or property (including but not limited to any logo or seal), in any promotion, endorsement, advertisement, testimonial or similar use without the prior written consent of the government. If such consent is granted LFUCG reserves the unilateral right, in its sole discretion, to immediately terminate and revoke such use for any reason whatsoever. Contractor agrees that it shall cease and desist from any unauthorized use immediately upon being notified by LFUCG.



Signature

February 12, 2025

Date

TUNN&SPANG CBOURDON

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 9/10/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Carol Bourdon	
Weymouth, Swayze, and Corroon Ins 5710 Kennett Pike, PO Box 3939 Wilmington, DE 19807	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS: cbourdon@wscins.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : CNA	
INSURED Tunnell-Spangler & Associates, Inc. DBA TSW 1447 Peachtree St., NE Suite 850 Atlanta, GA 30309	INSURER B : HARTFORD INSURANCE COMPANY	
	INSURER C : CONTINENTAL CASUALTY	20443
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:			6020707119	9/5/2024	9/5/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 1,000,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY NON-OWNED AUTOS ONLY			6020707119	9/5/2024	9/5/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			6020707167	9/5/2024	9/5/2025	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		44WECAT5YS8	9/5/2024	9/5/2025	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C	Professional Liab.			AEH254029695	9/5/2024	9/5/2025	Per Occurrence	2,000,000
C	Ded. $25,000			AEH254029695	9/5/2024	9/5/2025	Aggregate	4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Additional named insured:

Tunnell-Spangler & Associates, Inc. d/b/a Tunnell-Spangler-Walsh & Associates, Inc. and TSW

CERTIFICATE HOLDER	CANCELLATION
Evidence of Insurance	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03)

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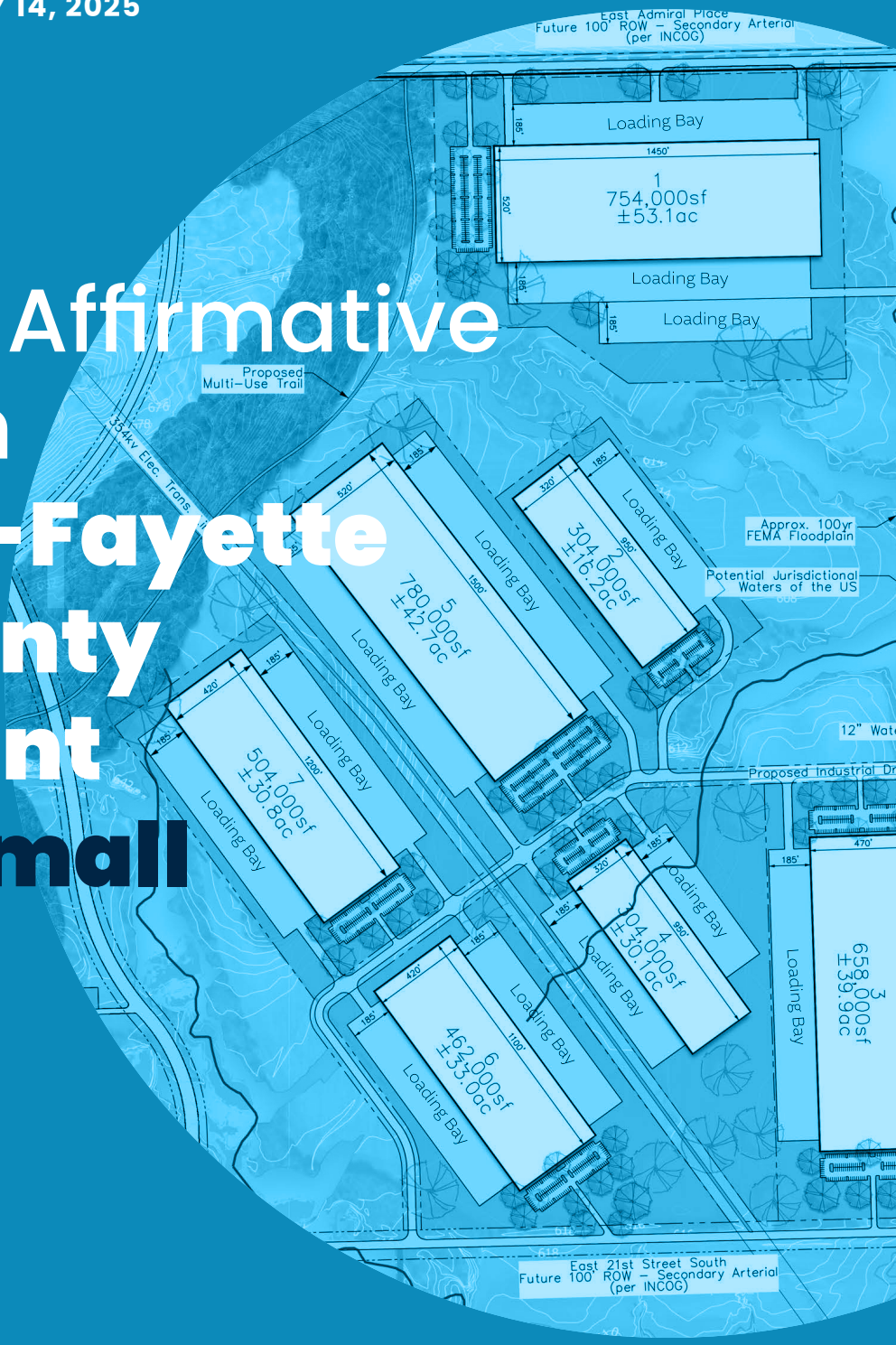

TSW
TUNNELL, SPANGLER,
WALSH & ASSOCIATES

RFP: **#2-2025** / DUE: **FEBRUARY 14, 2025**

TSW Team Affirmative Action Plan

Lexington-Fayette Urban County Government

Blue Sky Small Area Plan



TSW
TUNNELL, SPANGLER, WALSH & ASSOCIATES

SUBMITTED BY:

Tunnell-Spangler-Walsh & Associates, Inc.
d/b/a **TSW**
Contact: Samantha Castro, Senior Associate
Lexington Office Manager
110 West Vine Street, Suite 300
Lexington, KY 40507
Phone: 859.317.5585
Email: scastro@tsw-design.com
Web: www.tsw-design.com

SUBMITTED TO:

Director, Division of Central Procurement
Lexington-Fayette Urban County Government
200 East Main Street, 3rd Floor
Lexington, KY 40507

Table of Contents

Letter of Introduction.....iii

Section 1: Affirmative Action Plan.....1

LFUCG MWDBE Participation Form
LFUCG MWDBE Substitution Form
Attachment A - Small and Disadvantaged, Minority-, Women-, and Veteran-Owned Business Outreach Plan

Section 2: Current Work Force Analysis Form.....9

Section 3: Additional Forms.....10

Proposal Form
Affidavit
Equal Opportunity Agreement
General Provisions

TSW

TUNNELL, SPANGLER, WALSH & ASSOCIATES

Atlanta, Georgia
Lexington, Kentucky
Tulsa, Oklahoma
Chattanooga, Tennessee

February 12, 2025

Dear Selection Committee:

Tunnell-Spangler-Walsh & Associates, Inc. (TSW) is pleased to submit our Affirmation Action Plan to the Lexington-Fayette Urban County Government in support of the Blue Sky Small Area Plan effort.

For this project, we have included Partners for Economic Solutions (PES), a woman-owned business enterprise that is certified by the District of Columbia Department of Transportation to meet the DBE goal.

Concerning the goal for Veteran-owned firm participation, we reviewed the Veteran subcontractors list from LFUCG and did not find one that suited our current team needs.

After reviewing the contents of this plan, please reach out if you have any questions or need additional information.

Sincerely,

Caleb Racicot, Principal

Direct: 470.751.2421
Email: cracicot@tsw-design.com

Samantha Castro, Senior Associate

Direct: 859.317.5585
Email: scastro@tsw-design.com

LEXINGTON

LFUCG MWDBE PARTICIPATION FORM
Bid/RFP/Quote Reference # 2-2025

The MWDBE and/or veteran subcontractors listed have agreed to participate on this Bid/RFP/Quote. If any substitution is made or the total value of the work is changed prior to or after the job is in progress, it is understood that those substitutions must be submitted to the Division of Procurement for approval immediately. **Failure to submit a completed form may cause rejection of the bid.**

MWBE Company, Name, Address, Phone, Email	DBE/MBE WBE/VOSB/SDVOSB	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1. Partners for Economic Solutions (PES) 349 Cedar Street, NW Washington, DC 20012 Ph: 202.621.9103 info@pesconsult.com	WBE	- Economic Analysis - Development Recommendations	$35,000	8%
2.				
3.				
4.				

The undersigned company representative submits the above list of MDWBE and veteran firms to be used in accomplishing the work contained in this Bid/RFP/Quote. Any misrepresentation may result in the termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

Tunnell-Spangler-Walsh & Associates d/b/a TSW
Company

Company Representative

February 12, 2025
Date

Principal
Title

LEXINGTON

LFUCG MWDBE SUBSTITUTION FORM
Bid/RFP/Quote Reference # 2-2025

The substituted MWDBE and/or veteran subcontractors listed below have agreed to participate on this Bid/RFP/Quote. These substitutions were made prior to or after the job was in progress. These substitutions were made for reasons stated below and are now being submitted to the Division of Procurement for approval. By the authorized signature of a representative of our company, we understand that this information will be entered into our file for this project. **Note: Form required if a subcontractor is being substituted on a contract.**

SUBSTITUTED DBE/MBE/WBE/VOSB Company Name, Address, Phone, Email	DBE/MBE/WBE/VOSB/SDVOSB Formally Contracted/ Name, Address, Phone, Email	Work to Be Performed	Reason for the Substitution	Total Dollar Value of the Work	% Value of Total Contract
1. N/A					
2.					
3.					
4.					

The undersigned acknowledges that any misrepresentation may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

Tunnell-Spangler-Walsh & Associates d/b/a TSW
Company

Company Representative

February 12, 2025
Date

Principal
Title

ATTACHMENT A – SMALL AND DISADVANTAGED, MINORITY-, WOMEN-, AND VETERAN-OWNED BUSINESS OUTREACH PLAN

Proposer Name:	Tunnell-Spangler-Walsh & Associates d/b/a TSW	**Date:**	February 12, 2025
Project Name:	Blue Sky Small Area Plan	**Project Number:**	2-2025
Contact Name:	Samantha Castro	**Telephone:**	859.317.5585
Email:	scastro@tsw-design.com		

The mission of the Minority Business Enterprise Program is to facilitate the full participation of disadvantaged businesses, minority-, women-, veteran-, and service-disabled veteran-owned businesses in the procurement process and to promote economic inclusion as a business imperative essential to the long -term economic viability of Lexington-Fayette Urban County Government.

To that end, small and disadvantaged businesses, including minority-, woman-, veteran-, and service-disabled veteran-owned businesses, must have an equal opportunity to be utilized in the performance of contracts with public funds spent from certain discretionary agreements. By submitting its offer, Bidder/Proposer certifies that it has taken, and if there are further opportunities will take, reasonable steps to ensure that small and disadvantaged businesses, including minority-, woman-, veteran-, and service-disabled veteran-owned businesses, are provided an equal opportunity to compete for and participate in the performance of any subcontracts resulting from this procurement.

The information submitted in response to this clause will not be considered in any scored evaluation. Failure to submit this form may cause the bid or proposal to be rejected.

Is the Bidder/ Proposer a certified firm? Yes ☒ No ☐

If yes, indicate all certification type(s):

DBE ☐ MBE ☐ WBE ☐ SBE ☒ VOSB/SDVOSB ☐

and supply a copy of the certificate and/or certification letter if not currently listed on the city's Minority Business Enterprise Program's (MBEP) certified list.

1. Include a list of firms that Bidder/ Proposer has had a contractual relationship with within the last two years that are minority-owned, woman-owned, veteran-owned or small businesses, regardless of their certification status.

Partners for Economic Solutions, Contente Consulting, Shear Structural, J&A Engineering, Sycamore Consulting, Stability Engineering, Grice and Associates, Toole Design

2. Does Bidder/Proposer foresee any subcontracting opportunities for this procurement?

Yes ☒ No ☐

If no, please explain why in the field below. Do not complete the rest of this form and submit this first page with your bid and/or proposal. Click or tap here to enter text.

If yes, please complete the following pages and submit all pages with your bid and/or proposal.

Describe the steps Bidder/Proposer took to solicit small and disadvantaged businesses, including MBEs, WBEs, VOSBs, and SDVOSBs, for subcontracting opportunities for this procurement.

3. Check the good faith and outreach efforts the Bidder/Proposer used to encourage the participation of small and disadvantaged businesses including, MBEs, WBEs, VOSBs and SDVOSBs:

- ☐ Bidder placed advertisements in search of prospective small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs for the solicitation.
- ☐ Bidder attended LFUCG Procurement Economic Inclusion Outreach event(s) within the past year.
- ☐ Bidder attended pre-bid and/or pre-proposal meetings for this solicitation.
- ☐ Bidder sponsored an Economic Inclusion Outreach event.
- ☐ Bidder requested a list of certified small, DBE, MBE, WBE, VOSB and/or SDVOSB subcontractors or suppliers from LFUCG.
- ☐ Bidder contacted organizations that work with small, DBE, MBE, WBE, VOSB and/or SDVOSB companies.
- ☒ Bidder sent written notices to certified small, DBE, MBE, WBE, VOSB and SDVOSB businesses.
- ☒ Bidder followed up to initial solicitations with interested small, DBE, MBE, WBE, VOSB and/or SDVOSB.
- ☒ Bidder provided small, DBE, MBE, WBE, VOSB and/or SDVOSB businesses interested in performing the solicited work with prompt access to the plans, specifications, scope of work, and requirements of the solicitation.
- ☒ Bidder made efforts to segment portions of the work to be performed by small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs, including dividing sub-bid/partnership opportunities into economically feasible units/parcels, to facilitate participation.

☒ Bidder negotiated in good faith with interested small, DBE, MBE, WBE, VOSB and/or SDVOSB businesses.

☐ Bidder provided adequate rationale for rejecting any small business', DBEs, MBEs, WBEs, VOSBs or SDVOSBs for lack of qualifications.

☐ Bidder offered assistance in obtaining bonding, insurance, financial, equipment, or other resources to small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs, in an effort to assist them in meeting project requirements.

☐ Bidder made efforts to expand the search for small businesses, DBEs MBEs, WBEs, VOSBs and/or SDVOSBs beyond the usual geographic boundaries.

☐ Bidder made other reasonable efforts to include small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs participation.

4. Bidder/Proposer must include documentation, including the date each effort was made, the medium through which each effort was made, and the outcome of each effort with this form, regardless of the level of small, DBE, MBE, WBE, VOSB and/or SDVOSB participation. Examples of required documentation include copies of email communications, copies of newspaper advertisements, or copies of quotations received from interested small businesses, DBEs, MBEs, WBEs, VOSBs or SDVOSBs.

Partners for Economic Solutions (WBE) - contacted via email January 29, 2025 about teaming and follow-up email for proposal materials on February 4, 2025.

For detailed information regarding outreach efforts that satisfy the MBE Program's requirements, please see "Documentation Required for Good Faith Efforts and Outreach Plans" page.

Note: The Bidder/Proposer must be willing to report the identity of each subcontractor and the value of each subcontract to MBEP if awarded a contract from this procurement.

Failure to submit the documentation requested may be cause for rejection of the bid. Bidders may include any other documentation deemed relevant to this requirement, which is subject to review by the MBE Liaison. Documentation of Good Faith and Outreach Efforts must be submitted with the bid, regardless of the proposed level of SBEs, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs participation in the procurement. If the Good Faith and Outreach Effort Form and associated documentation is not submitted with the bid response, the bid may be rejected.

The undersigned acknowledges that all information is accurate. Any misrepresentations may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and claims.

Tunnell-Spangler-Walsh & Associates d/b/a TSW	Caleb Racicot
Company	**Company Representative**
February 12, 2025	Principal
Date	**Title**

4870-1925-6809, v. 1

CITY OF ATLANTA

SUITE 5100
68 MITCHELL STREET, SW
ATLANTA, GA 30303
(404) 330-6010 Fax: (404) 658-7359
Internet Home Page: www.atlantaga.gov

Andre Dickens
Mayor

OFFICE OF CONTRACT COMPLIANCE
Bruce T. Bell
Interim Director

May 11, 2022

Mr. Adam Williamson
Tunnell, Spangler & Associates, Inc. dba Tunnell, Spangler, Walsh & Associates, Inc.
1447 Peachtree Street, Ste. 850
Atlanta, GA 30309

ANNIVERSARY DATE: May 11

Dear Mr. Williamson:

Your firm has been certified as a **Small Business Enterprise (SBE)** with the City of Atlanta's Small Business Opportunity Program (SBO). Your company's certification will last for a period of five (5) years from the date on this certification letter. Certification entitles your firm to be included in SBO plans submitted by contractors bidding on City of Atlanta projects.

As a certified firm, you are required to notify the Office of Contract Compliance if the ownership or control of your firm changes or if your office relocates outside of the twenty-county Atlanta Regional Development Commission (ARDC) area. Failure to provide this notification, in writing, may result in your firm being removed from the Small Business Opportunity Register.

Additionally, your company is required to submit a full EBO/SBO application six (6) weeks prior to your expiration date via the City of Atlanta's Supplier Diversity Management System (SDMS).

We welcome you to the City of Atlanta's Small Business Opportunity Program.

Sincerely,

Bruce T. Bell

Bruce T. Bell, Interim Director
Mayor's Office of Contract Compliance

BTB/mp

Certification #: 2022-27-045 **Supplier ID #:** 701345 **Phone #:** (404) 873-6730

Business: Architectural services; all other professional, technical and scientific consulting services

May 20, 2024

ABIGAIL FERRETTI
Partners for Economic Solutions, LLC
349 CEDAR ST NW
WASHINGTON, DC 20012-2025

RE: Certification No. 2279

Dear ABIGAIL FERRETTI:

We are pleased to inform you that your firm has been found eligible to continue its certification as a Small Business Enterprise (SBE) with the District of Columbia Unified Certification Program (DCUCP), effective May 15, 2024. DCUCP participants include the Washington Metropolitan Area Transit Authority (WMATA) and the District of Columbia Department of Transportation (DDOT). Your firm is subject to the requirements of the Disadvantaged Business Enterprise regulations, Title 49, Code of Federal Regulations, Part 26, as amended and all laws of this jurisdiction applicable to the transaction of business. You are currently certified in the following North American Industry Classification System (NAICS) Code(s):

NAICS 531390: OTHER ACTIVITIES RELATED TO REAL ESTATE
NAICS 541613: MARKETING CONSULTING SERVICES
NAICS 541690: ECONOMIC CONSULTING SERVICES
NAICS 541910: MARKETING RESEARCH AND PUBLIC OPINION POLLING

If you have any questions, contact Viola Hiers, DBE Program Certification Specialist at 202-524-8537 or via email at https://ddot.dbesystem.com/.

Sincerely,

LaKisha Love-Pettis, CSM, CCA, NIMS & ICS FEMA Certified Instructor
Acting Chief Transportation Equity and Inclusion Officer
Equity and Inclusion Division
Office of the Director

SECTION 2: **CURRENT WORK FORCE ANALYSIS FORM**

WORKFORCE ANALYSIS FORM

Name of Organization: Tunnell-Spangler-Walsh & Associates d/b/a TSW

Categories	Total	White (Not Hispanic or Latino)		Hispanic or Latino		Black or African-American (Not Hispanic or Latino		Native Hawaiian and Other Pacific Islander (Not Hispanic or Latino		Asian (Not Hispanic or Latino		American Indian or Alaskan Native (not Hispanic or Latino		Two or more races (Not Hispanic or Latino		Total	
		M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Administrators	2		2														2
Professionals	36	11	11		2	3	1			2	6					16	20
Superintendents																	
Supervisors	9	5	2		1								1			5	4
Foremen																	
Technicians																	
Protective Service																	
Para-Professionals																	
Office/Clerical																	
Skilled Craft																	
Service/Maintenance																	
Total:	47	16	15		3	3	1			2	6		1			21	26

Prepared by: Rebekah Calvert, Marketing Mgr **Date:** 2 / 5 / 25

(Name and Title)

Revised 2015-Dec-15

Firm Submitting Proposal: **Tunnell-Spangler-Walsh & Associates d/b/a TSW**

Complete Address: **110 West Vine Street, Suite 300, Lexington, KY 40507**
Street City Zip

Contact Name: **Samantha Castro** Title: **Lexington Office Manager / Senior Associate**

Telephone Number: **859.317.5585** Fax Number: **N/A**

Email address: **scastro@tsw-design.com**

AFFIDAVIT

Comes the Affiant, Caleb Racicot, and after being first duly sworn, states under penalty of perjury as follows:

1. His/her name is Caleb Racicot and he/she is the individual submitting the proposal or is the authorized representative of Tunnell-Spangler-Walsh & Associates d/b/a TSW, the entity submitting the proposal (hereinafter referred to as "Proposer").

2. Proposer will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the proposal is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.

3. Proposer will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.

4. Proposer has authorized the Division of Central Purchasing to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.

5. Proposer has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Proposer will not violate any provision of the campaign finance laws of the Commonwealth.

6. Proposer has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."

Continued on next page

7. Proposer acknowledges that "knowingly" for purposes of this Affidavit means, with respect to conduct or to circumstances described by a statute or ordinance defining an offense, that a person is aware or should have been aware that his conduct is of that nature or that the circumstance exists.

Further, Affiant sayeth naught.

STATE OF Georgia

COUNTY OF Fulton

The foregoing instrument was subscribed, sworn to and acknowledged before me by Caleb Racicot, Principal on this the 12th day of February, 2025.

My Commission expires: July 25, 2025

NOTARY PUBLIC, STATE AT LARGE

ALANNA FAIRBURN NOTARY PUBLIC DEKALB COUNTY, GEORGIA My Commission Expires 07-25-2025

EQUAL OPPORTUNITY AGREEMENT

Standard Title VI Assurance

The Lexington Fayette-Urban County Government, (hereinafter referred to as the "Recipient") hereby agrees that as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78Stat.252, 42 U.S.C. 2000d-4 (hereinafter referred to as the "Act"), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, (49 CFR, Part 21) Nondiscrimination in Federally Assisted Program of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the "Regulations") and other pertinent directives, no person in the United States shall, on the grounds of race, color, national origin, sex, age (over 40), religion, sexual orientation, gender identity, veteran status, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives Federal financial assistance from the U.S. Department of Transportation, including the Federal Highway Administration, and hereby gives assurance that will promptly take any necessary measures to effectuate this agreement. This assurance is required by subsection 21.7(a) (1) of the Regulations.

The Law

- Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.
- Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment discrimination by contractor and sub-contractor doing business with the Federal Government or recipients of Federal funds. This order was later amended by Executive Order No. 11375 to prohibit discrimination on the basis of sex.
- Section 503 of the Rehabilitation Act of 1973 states:

  The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap.

- Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal contracts.
- Section 206(A) of Executive Order 12086, Consolidation of Contract Compliance Functions for Equal Employment Opportunity, states:

  The Secretary of Labor may investigate the employment practices of any Government contractor or sub-contractor to determine whether or not the contractual provisions specified in Section 202 of this order have been violated.

****

The Lexington-Fayette Urban County Government practices Equal Opportunity in recruiting, hiring and promoting. It is the Government's intent to affirmatively provide employment opportunities for those individuals who have previously not been allowed to enter into the mainstream of society. Because of its importance to the local Government, this policy carries the full endorsement of the Mayor, Commissioners, Directors and all supervisory personnel. In following this commitment to Equal Employment Opportunity and because the Government is the benefactor of the Federal funds, it is both against the Urban County Government policy and illegal for the Government to let contracts to companies which knowingly or unknowingly practice discrimination

in their employment practices. Violation of the above mentioned ordinances may cause a contract to be canceled and the contractors may be declared ineligible for future consideration.

Please sign this statement in the appropriate space acknowledging that you have read and understand the provisions contained herein. Return this document as part of your application packet.

Bidders

I/We agree to comply with the Civil Rights Laws listed above that govern employment rights of minorities, women, Vietnam veterans, handicapped and aged persons.



Signature

Tunnell-Spangler-Walsh & Associates d/b/a TSW

Name of Business

GENERAL PROVISIONS

1. Each Respondent shall comply with all Federal, State & Local regulations concerning this type of service or good.

   The Respondent agrees to comply with all statutes, rules, and regulations governing safe and healthful working conditions, including the Occupational Health and Safety Act of 1970, *29 U.S.C. 650 et. seq.*, as amended, and KRS Chapter 338. The Respondent also agrees to notify the LFUCG in writing immediately upon detection of any unsafe and/or unhealthful working conditions at the job site. The Respondent agrees to indemnify, defend and hold the LFUCG harmless from all penalties, fines or other expenses arising out of the alleged violation of said laws.

2. Failure to submit ALL forms and information required in this RFP may be grounds for disqualification.

3. Addenda: All addenda and IonWave Q&A, if any, shall be considered in making the proposal, and such addenda shall be made a part of this RFP. Before submitting a proposal, it is incumbent upon each proposer to be informed as to whether any addenda have been issued, and the failure to cover in the bid any such addenda may result in disqualification of that proposal.

4. Proposal Reservations: LFUCG reserves the right to reject any or all proposals, to award in whole or part, and to waive minor immaterial defects in proposals. LFUCG may consider any alternative proposal that meets its basic needs.

5. Liability: LFUCG is not responsible for any cost incurred by a Respondent in the preparation of proposals.

6. Changes/Alterations: Respondent may change or withdraw a proposal at any time prior to the opening; however, no oral modifications will be allowed. Only letters, or other formal written requests for modifications or corrections of a previously submitted proposal which is addressed in the same manner as the proposal, and received by LFUCG prior to the scheduled closing time for receipt of proposals, will be accepted. The proposal, when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope which is plainly marked “modifications of proposal”.

7. Clarification of Submittal: LFUCG reserves the right to obtain clarification of any point in a bid or to obtain additional information from a Respondent.

8. Bribery Clause: By his/her signature on the bid, Respondent certifies that no employee of his/hers, any affiliate or Subcontractor, has bribed or attempted to bribe an officer or employee of the LFUCG.

9. Additional Information: While not necessary, the Respondent may include any product brochures, software documentation, sample reports, or other documentation that may assist LFUCG in better understanding and evaluating the Respondent's response. Additional documentation shall not serve as a substitute for other documentation which is required by this RFP to be submitted with the proposal,

10. Ambiguity, Conflict or other Errors in RFP: If a Respondent discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, it shall immediately notify LFUCG of such error in writing and request modification or clarification of the document if allowable by the LFUCG.

11. Agreement to Bid Terms: In submitting this proposal, the Respondent agrees that it has carefully examined the specifications and all provisions relating to the work to be done attached hereto and made part of this proposal. By acceptance of a Contract under this RFP, proposer states that it understands the meaning, intent and requirements of the RFP and agrees to the same. The successful Respondent shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to Respondent shall be authorized for services or expenses reasonably covered under these provisions that the proposer omits from its Proposal.

12. Cancellation: If the services to be performed hereunder by the Respondent are not performed in an acceptable manner to the LFUCG, the LFUCG may cancel this contract for cause by providing written notice to the proposer, giving at least thirty (30) days notice of the proposed cancellation and the reasons for same. During that time period, the proposer may seek to bring the performance of services hereunder to a level that is acceptable to the LFUCG, and the LFUCG may rescind the cancellation if such action is in its best interest.

A. Termination for Cause

(1) LFUCG may terminate a contract because of the contractor's failure to perform its contractual duties

(2) If a contractor is determined to be in default, LFUCG shall notify the contractor of the determination in writing, and may include a specified date by which the contractor shall cure the identified deficiencies. LFUCG may proceed with termination if the contractor fails to cure the deficiencies within the specified time.

(3) A default in performance by a contractor for which a contract may be terminated shall include, but shall not necessarily be limited to:
   (a) Failure to perform the contract according to its terms, conditions and specifications;
   (b) Failure to make delivery within the time specified or according

to a delivery schedule fixed by the contract;

(c) Late payment or nonpayment of bills for labor, materials, supplies, or equipment furnished in connection with a contract for construction services as evidenced by mechanics' liens filed pursuant to the provisions of KRS Chapter 376, or letters of indebtedness received from creditors by the purchasing agency;

(d) Failure to diligently advance the work under a contract for construction services;

(e) The filing of a bankruptcy petition by or against the contractor; or

(f) Actions that endanger the health, safely or welfare of the LFUCG or its citizens.

B. At Will Termination

Notwithstanding the above provisions, the LFUCG may terminate this contract at will in accordance with the law upon providing thirty (30) days written notice of that intent**,** Payment for services or goods received prior to termination shall be made by the LFUCG provided these goods or services were provided in a manner acceptable to the LFUCG. Payment for those goods and services shall not be unreasonably withheld.

13. Assignment of Contract: The contractor shall not assign or subcontract any portion of the Contract without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of LFUCG.

14. No Waiver: No failure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by LFUCG in exercising any right, remedy, power or privilege under or in respect of this Contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.

15. Authority to do Business: The Respondent must be a duly organized and authorized to do business under the laws of Kentucky. Respondent must be in good standing and have full legal capacity to provide the services specified under this Contract. The Respondent must have all necessary right and lawful authority to enter into this Contract for the full term hereof and that proper corporate or other action has been duly taken authorizing the Respondent to enter into this Contract. The Respondent will provide LFUCG with a copy of a corporate resolution authorizing this action and a letter from an attorney confirming that the proposer is authorized to do business in the State of Kentucky if requested. All proposals must

be signed by a duly authorized officer, agent or employee of the Respondent.

16. Governing Law: This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this Contract, the Parties agree that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Contract or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.

17. Ability to Meet Obligations: Respondent affirmatively states that there are no actions, suits or proceedings of any kind pending against Respondent or, to the knowledge of the Respondent, threatened against the Respondent before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of Respondent to perform its obligations under this Contract, or which question the legality, validity or enforceability hereof or thereof.

18. Contractor understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Contractor is an independent contractor at all times during the performance of the services specified.

19. If any term or provision of this Contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.

20. Contractor [or Vendor or Vendor's Employees] will not appropriate or make use of the Lexington-Fayette Urban County Government (LFUCG) name or any of its trade or service marks or property (including but not limited to any logo or seal), in any promotion, endorsement, advertisement, testimonial or similar use without the prior written consent of the government. If such consent is granted LFUCG reserves the unilateral right, in its sole discretion, to immediately terminate and revoke such use for any reason whatsoever. Contractor agrees that it shall cease and desist from any unauthorized use immediately upon being notified by LFUCG.



Signature

February 12, 2025

Date


TSW
TUNNELL, SPANGLER,
WALSH & ASSOCIATES

RESOLUTION NO. _____-2025

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT (RFP NO. 2-2025) WITH TUNNELL-SPANGLER & ASSOCIATES, INC., D/B/A TSW, FOR THE BLUE SKY ACTIVITY CENTER SMALL AREA PLAN, AT A COST NOT TO EXCEED $486,000.00.

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, with Tunnel-Spangler & Associates Inc., d/b/a TSW, for the Blue Sky Activity Center small area plan.

Section 2 - That an amount, not to exceed the sum of $486,000.00, be and hereby is approved for payment to Tunnel-Spangler & Associates Inc., d/b/a TSW, from account #1105-160701-0001-71205, 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
0262-25:BS:4915-4932-9958, v. 1

RESOLUTION NO. 131 -2025

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT (RFP NO. 2-2025) WITH TUNNELL-SPANGLER & ASSOCIATES, INC., D/B/A TSW, FOR THE BLUE SKY ACTIVITY CENTER SMALL AREA PLAN, AT A COST NOT TO EXCEED $486,000.00.

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, with Tunnel-Spangler & Associates Inc., d/b/a TSW, for the Blue Sky Activity Center small area plan.

Section 2 - That an amount, not to exceed the sum of $486,000.00, be and hereby is approved for payment to Tunnel-Spangler & Associates Inc., d/b/a TSW, from account #1105-160701-0001-71205, pursuant to the terms of the agreement.

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

PASSED URBAN COUNTY COUNCIL: March 20, 2025

Linda Gorton

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0262-25:BS:4915-4932-9958, v. 1

CONSULTANT SERVICES AGREEMENT

THIS IS AN AGREEMENT made as of March 21, 2025, between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (**OWNER**) and TUNNEL, SPANGLER, & ASSOCIATES INC, d/b/a TSW. (**CONSULTANT**).

WHEREAS, **OWNER** intends to proceed with the Blue Sky Small Area Plan in Lexington, Kentucky as described in the attached Request for Proposal document; and

WHEREAS, the requested services are to include professional services for development of a master plan for the city ("Project") as contemplated in the **OWNER**'s Request for Proposal No. 2-2025.

WHEREAS, CONSULTANT was selected by **OWNER** based upon its response to the Request for Proposal No. 2-2025.

WHEREFORE, OWNER and **CONSULTANT** in consideration of the foregoing, the sufficiency of which is hereby acknowledged, the **OWNER** and the **CONSULTANT** agree to the following mutual covenants and conditions:

SECTION 1 - BASIC SERVICES OF CONSULTANT

CONSULTANT shall perform professional services as hereinafter stated, which shall include development of the Blue Sky Small Area Plan.

The following documents are incorporated by reference herein as if fully stated and are attached hereto as exhibits: RFP No. 2-2025 (Exhibit "A"); Consultant's Response dated February 14, 2025 (Exhibit "B"); as well as additional services labeled optional tasks "C" and "D" as identified in the consultant's response dated February 14, 2025 (Exhibit B).

To the extent there is conflict among their provisions, the provisions of this Agreement shall take precedence, followed by the provisions of Request for Proposal No. 2-2025 (Exhibit "A"), and Consultant's Response dated February 14, 2025 (Exhibit "B").

After written authorization to proceed with the **PROJECT**, **CONSULTANT** shall:

1. Notify the **OWNER** in writing of its authorized representative who shall act as Project Manager and liaison representative between the **CONSULTANT** and the **OWNER**.
2. On the basis of "Selection Criteria" in the "Request for Proposal", attached in Exhibit "A", conduct inventories and gather other necessary data or information, prepare/perform all required deliverables listed in the Request for Proposal, and the Response to the Request for Proposal. See exhibits "A", and "B", for complete listing of all deliverables, including optional tasks "C" and "D" as identified in the consultant's response dated February 14, 2025 (Exhibit B).

This Agreement together with the Exhibits identified above constitutes the entire Agreement between **OWNER** and **CONSULTANT** and supersedes all prior written or oral understandings. This Agreement and said Exhibits may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

The General Condition provisions of RFP No. 2-2025 are incorporated herein by reference as if fully stated.

SECTION 2 - ADDITIONAL SERVICES BY CONSULTANT

2.1. The **OWNER** may desire to have the **CONSULTANT** perform work or render services in connection with this Project other than provided by this Agreement. Such work shall be considered as "Additional Services", subject to a change order, supplemental to this Agreement, setting forth the character and scope thereof and the compensation therefore. Work under such change order shall not proceed until the **OWNER** gives written authorization. Should the **OWNER** find it desirable to have previously satisfactorily completed and accepted plans or parts thereof revised, the **CONSULTANT** shall make such revisions as directed, in writing, by the **OWNER**. This work shall be considered as "Additional Services" and shall be paid as such.

2.2. All "Additional Services" is subject to prior written authorization of **OWNER** and necessary appropriations made by the Lexington Fayette Urban County Council.

SECTION 3 - OWNER'S RESPONSIBILITIES

OWNER shall:

3.1. Assist **CONSULTANT** by placing at his disposal available information pertinent to the Project.

3.2. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by **CONSULTANT**, and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of **CONSULTANT**.

3.3. Designate in writing a person to act as **OWNER'S** representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define **OWNER'S** policies and decisions with respect to materials, equipment, elements and systems pertinent to **CONSULTANT'S** services.

3.4. Give written notice to **CONSULTANT** whenever **OWNER** observes or otherwise becomes aware of any development that affects the scope or timing of **CONSULTANT'S** services, or any defect in the work of Contractor(s).

3.5. Furnish or direct **CONSULTANT** to provide, necessary Additional Services as stipulated in Section Two (2) of this Agreement or other services as required.

SECTION 4 - PERIOD OF SERVICES

4.1. Time is of the essence. CONSULTANT shall commence services no later than May 1, 2025, shall finalize Project deliverables on or before April 30, 2026, and Project completion on or before May 31, 2026.

4.2. The provisions of this Section Four (4) and the various rates of compensation for **CONSULTANT'S** services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion.

SECTION 5 - PAYMENTS TO CONSULTANT

5.1 Methods of Payment for Services of CONSULTANT

5.1.1 For Basic Services.

OWNER shall pay **CONSULTANT** for services rendered a fee not exceeding $486,000. The CONSULTANT will provide services as outlined in this Agreement.

5.2 Times of Payment.

OWNER shall make payment under this Agreement upon timely submission of an invoice(s) from **CONSULTANT** specifying that the services have been performed, accompanied by data satisfactory to **OWNER** to document entitlement to payment for the services performed to date. **OWNER** shall have thirty (30) days from the date of receipt of the invoice to pay the invoice amount. **OWNER** reserves the right to refuse payment if it is determined by **OWNER** that the services performed, or materials provided for the services are inadequate or defective.

5.2. Other Provisions Concerning Payments.

5.3.1. In the event the Agreement is terminated by the **OWNER** without fault on the part of the **CONSULTANT**, the **CONSULTANT** shall be paid for the work performed or services rendered an amount bearing the same ratio to the total Agreement fee as the amount of work completed or partially completed and delivered to the **OWNER** is to the total amount of work provided for herein, as determined by mutual agreement between the **OWNER** and the **CONSULTANT**.

5.3.2. In the event the services of the **CONSULTANT** are terminated by the **OWNER** for fault on the part of the **CONSULTANT**, the **CONSULTANT** shall be paid reasonable value of the work performed or services rendered and delivered, and the amount to be paid shall be determined by the **OWNER**.

5.3.3. In the event the **CONSULTANT** shall terminate the Agreement because of gross delays caused by the **OWNER**, the **CONSULTANT** shall be paid as set forth in Section 5.3.1. above.

SECTION 6 – ADDITIONAL GENERAL CONSIDERATIONS

6.1. Termination

6.1.1. The obligation to provide further services under this Agreement may be terminated by either party upon ten (10) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, provided the non-terminating party fails to cure such default within the ten (10) day period.

6.1.2. The **OWNER** reserves the right to terminate the Agreement for any reason at any time upon ten (10) days written notice to the **CONSULTANT**.

Ownership and Reuse of Documents.

All documents, including GIS Data, Drawings and Specifications, prepared by the **CONSULTANT** pursuant to this Agreement shall be delivered to and become the property of the **OWNER**. The **OWNER** shall have the right to reuse same without restriction or limitation, but without liability or legal exposure to **CONSULTANT**.

6.2. Legal Responsibilities and Legal Relations.

6.3.1. The **CONSULTANT** shall familiarize themselves with and shall at all times comply with all federal, state and local laws, ordinances, and regulations which in any manner affect the services of this Agreement.

6.3.2. In performing the services hereunder, the **CONSULTANT** and its **CONSULTANTS**, employees, agents and representatives shall not be deemed or construed to be employees of **OWNER** in any manner whatsoever. Except as otherwise provided in this Agreement, the **CONSULTANT** shall be acting as an independent contractor. The **CONSULTANT** shall not hold itself out as, nor claim to be, an officer or employee of **OWNER** by reason hereof and shall not make any claim, demand or application to or for any right or privilege applicable to an officer or employee of **OWNER**. The **CONSULTANT** shall be solely responsible for any claims for wages or compensation by **CONSULTANT'S** employees, agents and representatives, including **CONSULTANTS**, and shall save and hold **OWNER** harmless therefrom.

6.3.3. The parties hereto agree that causes of actions between the parties shall be governed by applicable provisions of the Kentucky Revised Statues.

6.3. Successors and Assigns.

6.3.1. CONSULTANT binds itself and its partners, successors, executors, administrators, assigns and legal representatives to this Agreement in respect to all covenants, agreements and obligations of this Agreement. **CONSULTANT** shall not assign any interest, obligation or benefit in this Agreement. **CONSULTANT** shall not assign any interest, obligation or benefit in this Agreement or transfer any interest in the same, whether by assignment or novation, without prior written consent of **OWNER**.

6.3.2. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than **OWNER** and **CONSULTANT**.

6.4. Disputes.

Except as otherwise provided in this Agreement, any dispute concerning the amount of payment due the **CONSULTANT** or any dispute concerning any question of fact of any act to be performed under this Agreement, which is not disposed of by agreement between the Urban County Division of Central Purchasing and the **CONSULTANT**, shall be submitted to the Commissioner, Department of Planning and Preservation, Lexington-Fayette Urban County Government for review. The decision of the Commissioner as to the determination of such dispute shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary or so grossly erroneous as necessarily to imply bad faith. Pending a final decision of a dispute hereunder, the **CONSULTANT** shall proceed diligently with the performance of the Agreement in accordance with the directions of the **OWNER**.

6.5. Security Clause.

The **CONSULTANT** certifies that he shall not at any time release or divulge any information concerning the services covered by this Agreement to any person or any public or private organization except the **OWNER** without prior approval of the **OWNER**.

6.6. Access to Records.

The **CONSULTANTS** and their sub-**CONSULTANTS** shall maintain all books, documents, papers, and accounting records, and make such materials available at their respective offices at all reasonable times during the contract period and for three (3) years from the date of final payment under the contract for inspection by the **OWNER**, and copies thereof shall be furnished if requested. Failure to maintain such records for three (3) years after the date of final payment may be grounds for the **OWNER** to disqualify the **CONSULTANT** from consideration for future **CONSULTANT** service agreements.

6.7. Required Risk Management Provisions.

The Risk Management Provisions of RFP No. 2-2025 are incorporated herein by reference as if fully stated. Copies of the required Certificates of Insurance shall be provided to **OWNER** as required therein.

SECTION 7 - EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this service agreement, the **CONSULTANT** agrees as follows:

7.1. The **CONSULTANT** will not discriminate against any employee or application for employment because of race, color, religion, national origin, sex, age or handicap. The **CONSULTANT** will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, national origin, sex, age or handicap. 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 compensation; and selection for training, including apprenticeships. The **CONSULTANT** agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.

7.2 The **CONSULTANT** will, in all solicitations or advertisements for employees placed by or on behalf of the **CONSULTANT**, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, sex, age (between forty and seventy), or handicap.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

OWNER (LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT):

Signature: Linda J. Gorton
LINDA GORTON, MAYOR

Date: 3/21/25

CONSULTANT (TUNNELL, SPANGLER, & ASSOCIATES INC, d/b/a TSW):

Signature:
CALEB P. RACICOT

Printed Name:

Position: CORP SECRETARY / PRINCIPAL

Date: MARCH 5, 2025

EXHIBIT A - RFP 2-2025

Lexington-Fayette Urban County Government

Request for Proposals

The Lexington-Fayette Urban County Government hereby requests proposals for **RFP #2-2025 Blue Sky Small Area Plan** to be provided in accordance with terms, conditions and specifications established herein.

Sealed proposals will be received through Ion Wave until **2:00 PM**, prevailing local time, on **February 14, 2025.** All forms and information requested in RFP must be included and attached in Response Attachments tab in Ion Wave.

Proposals received after the date and time set for opening proposals will not be accepted. It is the sole responsibility of the Proposer to assure that his/her proposal is submitted in Ion Wave before the date and time set for opening proposals.

Proposals, once submitted, may not be withdrawn for a period of ninety (90) calendar days.

The Lexington-Fayette Urban County Government reserves the right to reject any or all proposals, and to waive technicalities and informalities when such waiver is determined by the Lexington-Fayette Urban County Government to be in its best interest.

Signature of this proposal by the Proposer constitutes acceptance by the Proposer of terms, conditions and requirements set forth herein.

Minor exceptions may not eliminate the proposal. Any exceptions to the specifications established herein shall be listed in detail on a separate sheet and attached hereto. The Lexington-Fayette Urban County Government shall determine whether any exception is minor.

The Lexington-Fayette Urban County Government encourages the participation of minority- and women-owned businesses in Lexington-Fayette Urban County Government contracts. This proposal is subject to Affirmative Action requirements attached hereto.

Please do not contact any LFUCG staff member or any other person involved in the selection process other than the designated contact person(s) regarding the project contemplated under this RFP while this RFP is open and a selection has not been finalized. Any attempt to do so may result in disqualification of the firm's submittal for consideration.

Laws and Regulations

All applicable state laws, municipal ordinances and regulations of all authorities having jurisdiction over the project shall apply to the contract, and shall be deemed to be incorporated herein by reference.

Equal Employment Opportunity

The Entity (regardless of whether construction contractor, non-construction contractor or supplier) agrees to provide equal opportunity in employment for all qualified persons, to prohibit discrimination in employment because of race, color, religion, sex (including pregnancy, sexual orientation or gender identity), national origin, disability, age, genetic information, political affiliation, or veteran status, and to promote equal employment through a positive, continuing program from itself and each of its sub-contracting agents. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.

Kentucky Equal Employment Opportunity Act

The Kentucky Equal Employment Opportunity Act of 1978 (KRS 45.560-45.640) requires that any "county, city, town, school district, water district, hospital district, or other political subdivision of the state shall include in directly or indirectly publicly funded contracts for supplies, materials, services, or equipment hereinafter entered into the following provisions:

"During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, or national origin;

(2) The contractor will state in all solicitations or advertisements for employees placed by or on behalf of the contractors that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, or national origin;

(3) The contractor will post notices in conspicuous places, available to employees and applicants for employment, setting forth the provision of the nondiscrimination clauses required by this section; and

(4) The contractor will send a notice to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding advising the labor union or workers'

representative of the contractor's commitments under the nondiscrimination clauses."

The Act further provides:

"KRS 45.610. Hiring minorities -- Information required

(1) For the length of the contract, each contractor shall hire minorities from other sources within the drawing area, should the union with which he has collective bargaining agreements be unwilling to supply sufficient minorities to satisfy the agreed upon goals and timetables.

(2) Each contractor shall, for the length of the contract, furnish such information as required by KRS 45.560 to KRS 45.640 and by such rules, regulations and orders issued pursuant thereto and will permit access to all books and records pertaining to his employment practices and work sites by the contracting agency and the department for purposes of investigation to ascertain compliance with KRS 45.560 to 45.640 and such rules, regulations and orders issued pursuant thereto.

KRS 45.620. Action against contractor -- Hiring of minority contractor or subcontractor

(1) If any contractor is found by the department to have engaged in an unlawful practice under this chapter during the course of performing under a contract or subcontract covered under KRS 45.560 to 45.640, the department shall so certify to the contracting agency and such certification shall be binding upon the contracting agency unless it is reversed in the course of judicial review.

(2) If the contractor is found to have committed an unlawful practice under KRS 45.560 to 45.640, the contracting agency may cancel or terminate the contract, conditioned upon a program for future compliance approved by the contracting agency and the department. The contracting agency may declare such a contractor ineligible to bid on further contracts with that agency until such time as the contractor complies in full with the requirements of KRS 45.560 to 45.640.

(3) The equal employment provisions of KRS 45.560 to 45.640 may be met in part by a contractor by subcontracting to a minority contractor or subcontractor. For the provisions of KRS 45.560 to 45.640, a minority contractor or subcontractor shall mean a business that is owned and controlled by one or more persons disadvantaged by racial or ethnic circumstances.

KRS 45.630 Termination of existing employee not required, when

Any provision of KRS 45.560 to 45.640 notwithstanding, no contractor shall be required to terminate an existing employee upon proof that employee was employed prior to the date of the contract.

KRS 45.640 Minimum skills

Nothing in KRS 45.560 to 45.640 shall require a contractor to hire anyone who fails to demonstrate the minimum skills required to perform a particular job."

It is recommended that all of the provisions above quoted be included as special conditions in each contract. In the case of a contract exceeding $250,000, the contractor is required to furnish evidence that his workforce in Kentucky is representative of the available work-force in the area from which he draws employees, or to supply an Affirmative Action plan which will achieve such representation during the life of the contract.

LFUCG Non-Appropriation Clause

Contractor acknowledges that the LFUCG is a governmental entity, and the contract validity is based upon the availability of public funding under the authority of its statutory mandate.

In the event that public funds are unavailable and not appropriated for the performance of the LFUCG's obligations under this contract, then this contract shall automatically expire without penalty to the LFUCG thirty (30) days after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the LFUCG shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this contract, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations.

In the event of a change in the LFUCG's statutory authority, mandate and mandated functions, by state and federal legislative or regulatory action, which adversely affects the LFUCG's authority to continue its obligations under this contract, then this contract shall automatically terminate without penalty to the LFUCG upon written notice to Contractor of such limitation or change in the LFUCG's legal authority.

Contention Process

Vendors who respond to this invitation have the right to file a notice of contention associated with the RFP process or to file a notice of appeal of the recommendation made by the Director of Central Purchasing resulting from this invitation.

Notice of contention with the RFP process must be filed within 3 business days of the bid/proposal opening by (1) sending a written notice, including sufficient documentation to support contention, to the Director of the Division of Central Purchasing or (2)

submitting a written request for a meeting with the Director of Central Purchasing to explain his/her contention with the RFP process. After consulting with the Commissioner of Finance the Chief Administrative Officer and reviewing the documentation and/or hearing the vendor, the Director of Central Purchasing shall promptly respond in writing findings as to the compliance with RFP processes. If, based on this review, a RFP process irregularity is deemed to have occurred the Director of Central Purchasing will consult with the Commissioner of Finance, the Chief Administrative Officer and the Department of Law as to the appropriate remedy.

Notice of appeal of a RFP recommendation must be filed within 3 business days of the RFP recommendation by (1) sending a written notice, including sufficient documentation to support appeal, to the Director, Division of Central Purchasing or (2) submitting a written request for a meeting with the Director of Central Purchasing to explain his appeal. After reviewing the documentation and/or hearing the vendor and consulting with the Commissioner of Finance and the Chief Administrative Officer, the Director of Central Purchasing shall in writing, affirm or withdraw the recommendation.

SELECTION CRITERIA:

The LFUCG's Selection Committee shall consider the following factors when it evaluates the proposals received:

CRITERIA	SCORE
Specialized qualifications, experience and technical competence of the person or firm regarding the services requested.	**30 Points**
Familiarity with the details of the project and proposed approaches for providing required services.	**15 Points**
The professionalism of the written proposal.	**20 Points**
The past record and performance on contracts with the Urban County Government or other governmental agencies and private industry, including references, with respect to such factors as control of cost, quality of work, and ability to meet schedules.	**10 Points**
The capacity of the consulting team to perform the work within the time limitations, providing for a clear explanation for project timeline adjustments as necessary in the response.	**10 Points**
Cost of services.	**15 Points**

Proposals shall contain the appropriate information necessary to evaluate based on these criteria. A committee composed of government employees as well as representatives of relevant user groups will evaluate the proposals.

Questions regarding this RFP shall be addressed through: https://lexingtonky.ionwave.net

Affirmative Action Plan

All vendors must submit as a part of the proposal package the following items to the Urban County Government:

1. Affirmative Action Plan for his/her firm;
2. Current Work Force Analysis Form;

Failure to submit these items as required may result in disqualification of the submitter from award of the contract. All submissions should be directed to:

Director, Division of Procurement
Lexington-Fayette Urban County Government
200 East Main Street, 3rd Floor
Lexington, Kentucky 40507

All questions regarding this proposal must be directed to the Division of Central Purchasing, (859)-258-3320.

AFFIDAVIT

Comes the Affiant, _____, and after being first duly sworn, states under penalty of perjury as follows:

1. His/her name is _____ and he/she is the individual submitting the proposal or is the authorized representative of _____, the entity submitting the proposal (hereinafter referred to as "Proposer").

2. Proposer will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the proposal is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.

3. Proposer will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.

4. Proposer has authorized the Division of Central Purchasing to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.

5. Proposer has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Proposer will not violate any provision of the campaign finance laws of the Commonwealth.

6. Proposer has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."

Continued on next page

7. Proposer acknowledges that "knowingly" for purposes of this Affidavit means, with respect to conduct or to circumstances described by a statute or ordinance defining an offense, that a person is aware or should have been aware that his conduct is of that nature or that the circumstance exists.

Further, Affiant sayeth naught.

_____

STATE OF _____

COUNTY OF _____

The foregoing instrument was subscribed, sworn to and acknowledged before me by _____ on this the _____ day of _____, 20__.

My Commission expires: _____

_____
NOTARY PUBLIC, STATE AT LARGE

EQUAL OPPORTUNITY AGREEMENT

Standard Title VI Assurance

The Lexington Fayette-Urban County Government, (hereinafter referred to as the "Recipient") hereby agrees that as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78Stat.252, 42 U.S.C. 2000d-4 (hereinafter referred to as the "Act"), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, (49 CFR, Part 21) Nondiscrimination in Federally Assisted Program of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the "Regulations") and other pertinent directives, no person in the United States shall, on the grounds of race, color, national origin, sex, age (over 40), religion, sexual orientation, gender identity, veteran status, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives Federal financial assistance from the U.S. Department of Transportation, including the Federal Highway Administration, and hereby gives assurance that will promptly take any necessary measures to effectuate this agreement. This assurance is required by subsection 21.7(a) (1) of the Regulations.

The Law

- Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.

- Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment discrimination by contractor and sub-contractor doing business with the Federal Government or recipients of Federal funds. This order was later amended by Executive Order No. 11375 to prohibit discrimination on the basis of sex.

- Section 503 of the Rehabilitation Act of 1973 states:

  The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap.

- Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal contracts.

- Section 206(A) of Executive Order 12086, Consolidation of Contract Compliance Functions for Equal Employment Opportunity, states:

  The Secretary of Labor may investigate the employment practices of any Government contractor or sub-contractor to determine whether or not the contractual provisions specified in Section 202 of this order have been violated.

****

The Lexington-Fayette Urban County Government practices Equal Opportunity in recruiting, hiring and promoting. It is the Government's intent to affirmatively provide employment opportunities for those individuals who have previously not been allowed to enter into the mainstream of society. Because of its importance to the local Government, this policy carries the full endorsement of the Mayor, Commissioners, Directors and all supervisory personnel. In following this commitment to Equal Employment Opportunity and because the Government is the benefactor of the Federal funds, it is both against the Urban County Government policy and illegal for the Government to let contracts to companies which knowingly or unknowingly practice discrimination

in their employment practices. Violation of the above mentioned ordinances may cause a contract to be canceled and the contractors may be declared ineligible for future consideration.

Please sign this statement in the appropriate space acknowledging that you have read and understand the provisions contained herein. Return this document as part of your application packet.

Bidders

I/We agree to comply with the Civil Rights Laws listed above that govern employment rights of minorities, women, Vietnam veterans, handicapped and aged persons.

_____ _____

Signature *Name of Business*

WORKFORCE ANALYSIS FORM

Name of Organization: _____

Categories	Total	White (Not Hispanic or Latino)		Hispanic or Latino		Black or African-American (Not Hispanic or Latino		Native Hawaiian and Other Pacific Islander (Not Hispanic or Latino		Asian (Not Hispanic or Latino		American Indian or Alaskan Native (not Hispanic or Latino		Two or more races (Not Hispanic or Latino		Total	
		M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Administrators																	
Professionals																	
Superintendents																	
Supervisors																	
Foremen																	
Technicians																	
Protective Service																	
Para-Professionals																	
Office/Clerical																	
Skilled Craft																	
Service/Maintenance																	
Total:																	

Prepared by: _____ **Date:** _____/_____/_____

(Name and Title)

Revised 2015-Dec-15

DIRECTOR, DIVISION OF PROCUREMENT
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
200 EAST MAIN STREET
LEXINGTON, KENTUCKY 40507

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITIES AND DBE CONTRACT PARTICIPATION

The Lexington-Fayette Urban County Government has a Certified Minority and Women Business Enterprise seventeen percent (17%) minimum goal including minimum subgoals of five percent (5%) for Minority Business Enterprises (MBE) and a subgoal of twelve percent (12%) for Women Business Enterprises (WBE); a three (3%) minimum goal for Certified Veteran-Owned Small Businesses and/or Certified Service- Disabled Veteran Owned Businesses; and a goal of utilizing Disadvantaged Business Enterprises (DBE), where applicable, for government contracts.

For assistance in locating certified DBEs, MBEs, WBEs, VOSBs and/or VOSBs, contact Sherita Miller at 859/258-3320 or by writing the address listed below:

Sherita Miller, MPA, CPSD
Minority Business Enterprise Liaison
Division of Procurement
Lexington-Fayette Urban County Government
200 East Main Street
Lexington, Kentucky 40507
smiller@lexingtonky.gov
859-258-3323

Firm Submitting Proposal: _____

Complete Address: _____
Street City Zip

Contact Name: _____ Title: _____

Telephone Number: _____ Fax Number: _____

Email address: _____

LEXINGTON

MINORITY BUSINESS ENTERPRISE PROGRAM

Sherita Miller, MPA, CPSD
Minority Business Enterprise Liaison
Division of Procurement
Lexington-Fayette Urban County Government
200 East Main Street
Lexington, KY 40507
smiller@lexingtonky.gov
859-258-3323

OUR MISSION: The mission of the Minority Business Enterprise Program (MBEP) is to facilitate the full participation of minority and women owned businesses in the procurement process and to promote economic inclusion as a business imperative essential to the long- term economic viability of Lexington-Fayette Urban County Government.

To that end the urban county council adopted and implemented Resolution 272-2024 – a Certified Minority and Women Business Enterprise seventeen percent (17%) minimum goal including minimum subgoals of five percent (5%) for Minority Business Enterprises (MBE) and a subgoal of twelve percent (12%) for Women Business Enterprises (WBE); a three (3%) minimum goal for Certified Veteran-Owned Small Businesses and/or Certified Service- Disabled Veteran Owned Businesses; and a goal of utilizing Disadvantaged Business Enterprises (DBE), where applicable, for government contracts.

The resolution states the following definitions shall be used for the purposes of reaching these goals:

Certified Disadvantaged Business Enterprise (DBE) *– a business in which at least fifty-one percent (51%) is owned, managed and controlled by a person(s) who is socially and economically disadvantaged as define by 49 CFR subpart 26.*

Certified Minority Business Enterprise (MBE) *– a business in which at least fifty-one percent (51%) is owned, managed and controlled by an ethnic minority (i.e. Black American, Asian American, Hispanic American, Native American)*

Certified Women Business Enterprise (WBE) *– a business in which at least fifty-one percent (51%) is owned, managed and controlled by a woman.*

Certified Veteran-Owned Small Business (VOSB) *– a business in which at least fifty-one percent (51%) is owned, managed and controlled by a veteran who served on active duty with the U.S. Army, Air Force, Navy, Marines or Coast Guard.*

Certified Service -Disabled Veteran Owned Small Business (SDVOSB) *– a business in which at least fifty-one percent (51%) is owned, managed and controlled by a disabled veteran who served on active duty with the U.S. Army, Air Force, Navy, Marines or Coast Guard.*

The term "Certified" shall mean the business is appropriately certified, licensed, verified, or validated by an organization or entity recognized by the Division of Procurement as having the appropriate credentials to make a determination as to the status of the business.
The following certifications are recognized and accepted by the MBEP:

Kentucky Transportation Cabinet (KYTC), Disadvantaged Business Enterprise (DBE)
Kentucky Minority and Women Business Enterprise (MWBE)
Women's Business Enterprise National Council (WBENC)
National Women Business Owners Corporation (NWBOC)
National Minority Supplier Development Council (NMSDC)
Tri-State Minority Supplier Development Council (TSMSDC)
U.S. Small Business Administration Veteran Small Business Certification (VetCert)
Kentucky Service- Disabled Veteran Owned Small Business (SDVOSB)

To comply with Resolution 272-2024, prime contractors, minority and women business enterprises, veteran owned small businesses, and service-disabled veteran owned small businesses must complete monthly contract compliance audits in the Diverse Business Management Compliance system, https://lexingtonky.diversitycompliance.com/

A list of organizations that certify and/or maintain lists of certified businesses (i.e. DBE, MBE, WBE, VOSB and/or SDVOSB) is available upon request by emailing, Sherita Miller, smiller@lexingtonky.gov.

LEXINGTON

LFUCG MWDBE PARTICIPATION FORM
Bid/RFP/Quote Reference #_____

The MWDBE and/or veteran subcontractors listed have agreed to participate on this Bid/RFP/Quote. If any substitution is made or the total value of the work is changed prior to or after the job is in progress, it is understood that those substitutions must be submitted to the Division of Procurement for approval immediately. **Failure to submit a completed form may cause rejection of the bid.**

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

The undersigned company representative submits the above list of MDWBE and veteran firms to be used in accomplishing the work contained in this Bid/RFP/Quote. Any misrepresentation may result in the termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

_____
Company

_____
Company Representative

_____
Date

_____
Title

LEXINGTON

LFUCG MWDBE SUBSTITUTION FORM
Bid/RFP/Quote Reference #_____

The substituted MWDBE and/or veteran subcontractors listed below have agreed to participate on this Bid/RFP/Quote. These substitutions were made prior to or after the job was in progress. These substitutions were made for reasons stated below and are now being submitted to the Division of Procurement for approval. By the authorized signature of a representative of our company, we understand that this information will be entered into our file for this project. **Note: Form required if a subcontractor is being substituted on a contract.**

SUBSTITUTED DBE/MBE/WBE/VOSB Company Name, Address, Phone, Email	DBE/MBE/WBE/VOSB/SDVOSB Formally Contracted/ Name, Address, Phone, Email	Work to Be Performed	Reason for the Substitution	Total Dollar Value of the Work	% Value of Total Contract
1.					
2.					
3.					
4.					

The undersigned acknowledges that any misrepresentation may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

_____ _____

Company **Company Representative**

_____ _____

Date **Title**

LEXINGTON

DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS AND OUTREACH PLANS

As affirmed in Resolution Number 272-2024, the Urban County Council has adopted an annual aspirational goal of utilizing at least seventeen percent (17%) of public funds spend from certain discretionary agreements with certified Minority Business Enterprises (MBEs) and certified Woman Business Enterprises (WBEs); utilizing at least three percent (3%) of public funds from certain discretionary agreements with Certified Veteran-Owned Small Business and Certified Service-Disabled Veteran-Owned Small Businesses (VOSBs); and utilizing Disadvantaged Business Enterprises (DBEs) where applicable. Bidders should make every effort to achieve these goals.

Therefore, as an element of the responsiveness of the bid, all Bidders are required to submit documentation of their good faith and outreach efforts to ensure all businesses, including small and disadvantaged businesses such as minority-, woman-, and veteran-owned businesses, have an equal opportunity to compete for and participate in the performance of any subcontracts resulting from this procurement. Examples of good faith and outreach efforts that satisfy this requirement to encourage the participation of, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs include:

1. Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women, and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs to participate.

2. Attended LFUCG Procurement Economic Inclusion Outreach event(s) within the past year to meet new small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs to partner with on LFUCG contracts and procurements.

3. Attended pre-bid/pre-proposal meetings that were scheduled by LFUCG to inform small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs of subcontracting opportunities.

4. Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs.

5. Requested a list of certified small, DBE, MBE, WBE, VOSB and/or SDVOSB subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).

6. Contacted organizations that work with small, DBE, MBE, WBE, and VOSB companies for assistance in finding certified DBEs, MBEs, WBEs, VOSB and/or SDVOSBs to work

on this project. Those contacted and their responses must be a part of the bidder's outreach efforts documentation.

7. Sent written notices, by certified mail, email, or facsimile, to qualified, certified small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.

8. Followed up initial solicitations by contacting small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs via tailored communications to determine their level of interest.

9. Provided the interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs with adequate and timely information about the plans, specifications, and requirements of the contract.

10. Selected portions of the work to be performed by small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs in order to increase the likelihood of subcontracting participation. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate small, DBE, MBE, WBE, VOSB and/or SDVOSB participation, even when the prime contractor may otherwise perform these work items with its own workforce.

11. Negotiated in good faith with interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs, not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection must be so noted in writing with a description as to why an agreement could not be reached.

12. Included documentation of quotations received from interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs that were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.

    a. Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a small business', DBE's MBE's, WBE's, VOSB's and/or SDVOSB's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy the participation goals.

13. Made an effort to offer assistance to or refer interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal.

14. Made efforts to expand the search for small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs beyond the usual geographic boundaries.

15. Other – any other evidence that the bidder submits that may demonstrate that the bidder has made reasonable efforts to include small, DBE, MBE, WBE, VOSB and/or SDVOSB participation.

Bidder must document, with specificity, each of the efforts it made to include small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs as subcontractors in the procurement, including the date on which each effort was made, the medium through which each effort was made, and the outcome of each effort.

> **Note: Failure to submit the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement which is subject to review by the MBE Liaison. Documentation of Good Faith and Outreach Efforts must be submitted with the Bid, regardless of the proposed level of small, DBE, MBE, WBE, VOSB and/or SDVOSB participation in the procurement. If the Good Faith and Outreach Effort documentation is not submitted with the bid response, the bid may be rejected.**

OUTREACH EFFORTS EVALUATION

Outreach efforts demonstrated by the bidder or respondent will be evaluated on a pass/fail basis.

ATTACHMENT A – SMALL AND DISADVANTAGED, MINORITY-, WOMEN-, AND VETERAN-OWNED BUSINESS OUTREACH PLAN

Proposer Name: _____ **Date:** _____

Project Name: _____ **Project Number:** _____

Contact Name: _____ **Telephone:** _____

Email: _____

The mission of the Minority Business Enterprise Program is to facilitate the full participation of disadvantaged businesses, minority-, women-, veteran-, and service-disabled veteran-owned businesses in the procurement process and to promote economic inclusion as a business imperative essential to the long -term economic viability of Lexington-Fayette Urban County Government.

To that end, small and disadvantaged businesses, including minority-, woman-, veteran-, and service-disabled veteran-owned businesses, must have an equal opportunity to be utilized in the performance of contracts with public funds spent from certain discretionary agreements. By submitting its offer, Bidder/Proposer certifies that it has taken, and if there are further opportunities will take, reasonable steps to ensure that small and disadvantaged businesses, including minority-, woman-, veteran-, and service-disabled veteran-owned businesses, are provided an equal opportunity to compete for and participate in the performance of any subcontracts resulting from this procurement.

The information submitted in response to this clause will not be considered in any scored evaluation. Failure to submit this form may cause the bid or proposal to be rejected.

Is the Bidder/ Proposer a certified firm? Yes ☐ No ☐

If yes, indicate all certification type(s):

DBE ☐ MBE ☐ WBE ☐ SBE ☐ VOSB/SDVOSB ☐

and supply a copy of the certificate and/or certification letter if not currently listed on the city's Minority Business Enterprise Program's (MBEP) certified list.

1. Include a list of firms that Bidder/ Proposer has had a contractual relationship with within the last two years that are minority-owned, woman-owned, veteran-owned or small businesses, regardless of their certification status.

Click or tap here to enter text.

2. Does Bidder/Proposer foresee any subcontracting opportunities for this procurement?

Yes ☐ No ☐

If no, please explain why in the field below. Do not complete the rest of this form and submit this first page with your bid and/or proposal. (Click or tap here to enter text.)

If yes, please complete the following pages and submit all pages with your bid and/or proposal.

Describe the steps Bidder/Proposer took to solicit small and disadvantaged businesses, including MBEs, WBEs, VOSBs, and SDVOSBs, for subcontracting opportunities for this procurement.

3. Check the good faith and outreach efforts the Bidder/Proposer used to encourage the participation of small and disadvantaged businesses including, MBEs, WBEs, VOSBs and SDVOSBs:

- ☐ Bidder placed advertisements in search of prospective small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs for the solicitation.
- ☐ Bidder attended LFUCG Procurement Economic Inclusion Outreach event(s) within the past year.
- ☐ Bidder attended pre-bid and/or pre-proposal meetings for this solicitation.
- ☐ Bidder sponsored an Economic Inclusion Outreach event.
- ☐ Bidder requested a list of certified small, DBE, MBE, WBE, VOSB and/or SDVOSB subcontractors or suppliers from LFUCG.
- ☐ Bidder contacted organizations that work with small, DBE, MBE, WBE, VOSB and/or SDVOSB companies.
- ☐ Bidder sent written notices to certified small, DBE, MBE, WBE, VOSB and SDVOSB businesses.
- ☐ Bidder followed up to initial solicitations with interested small, DBE, MBE, WBE, VOSB and/or SDVOSB.
- ☐ Bidder provided small, DBE, MBE, WBE, VOSB and/or SDVOSB businesses interested in performing the solicited work with prompt access to the plans, specifications, scope of work, and requirements of the solicitation.
- ☐ Bidder made efforts to segment portions of the work to be performed by small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs, including dividing sub-bid/partnership opportunities into economically feasible units/parcels, to facilitate participation.

☐ Bidder negotiated in good faith with interested small, DBE, MBE, WBE, VOSB and/or SDVOSB businesses.

☐ Bidder provided adequate rationale for rejecting any small business', DBEs, MBEs, WBEs, VOSBs or SDVOSBs for lack of qualifications.

☐ Bidder offered assistance in obtaining bonding, insurance, financial, equipment, or other resources to small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs, in an effort to assist them in meeting project requirements.

☐ Bidder made efforts to expand the search for small businesses, DBEs MBEs, WBEs, VOSBs and/or SDVOSBs beyond the usual geographic boundaries.

☐ Bidder made other reasonable efforts to include small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs participation.

4. Bidder/Proposer must include documentation, including the date each effort was made, the medium through which each effort was made, and the outcome of each effort with this form, regardless of the level of small, DBE, MBE, WBE, VOSB and/or SDVOSB participation. Examples of required documentation include copies of email communications, copies of newspaper advertisements, or copies of quotations received from interested small businesses, DBEs, MBEs, WBEs, VOSBs or SDVOSBs.

Click or tap here to enter text.

For detailed information regarding outreach efforts that satisfy the MBE Program's requirements, please see "Documentation Required for Good Faith Efforts and Outreach Plans" page.

<u>Note</u>: The Bidder/Proposer must be willing to report the identity of each subcontractor and the value of each subcontract to MBEP if awarded a contract from this procurement.

Failure to submit the documentation requested may be cause for rejection of the bid. Bidders may include any other documentation deemed relevant to this requirement, which is subject to review by the MBE Liaison. Documentation of Good Faith and Outreach Efforts must be submitted with the bid, regardless of the proposed level of SBEs, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs participation in the procurement. If the Good Faith and Outreach Effort Form and associated documentation is not submitted with the bid response, the bid may be rejected.

The undersigned acknowledges that all information is accurate. Any misrepresentations may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and claims.

Company	**Company Representative**
Date	**Title**

4870-1925-6809, v. 1

GENERAL PROVISIONS

1. Each Respondent shall comply with all Federal, State & Local regulations concerning this type of service or good.

   The Respondent agrees to comply with all statutes, rules, and regulations governing safe and healthful working conditions, including the Occupational Health and Safety Act of 1970, *29 U.S.C. 650 et. seq.*, as amended, and KRS Chapter 338. The Respondent also agrees to notify the LFUCG in writing immediately upon detection of any unsafe and/or unhealthful working conditions at the job site. The Respondent agrees to indemnify, defend and hold the LFUCG harmless from all penalties, fines or other expenses arising out of the alleged violation of said laws.

2. Failure to submit ALL forms and information required in this RFP may be grounds for disqualification.

3. Addenda: All addenda and IonWave Q&A, if any, shall be considered in making the proposal, and such addenda shall be made a part of this RFP. Before submitting a proposal, it is incumbent upon each proposer to be informed as to whether any addenda have been issued, and the failure to cover in the bid any such addenda may result in disqualification of that proposal.

4. Proposal Reservations: LFUCG reserves the right to reject any or all proposals, to award in whole or part, and to waive minor immaterial defects in proposals. LFUCG may consider any alternative proposal that meets its basic needs.

5. Liability: LFUCG is not responsible for any cost incurred by a Respondent in the preparation of proposals.

6. Changes/Alterations: Respondent may change or withdraw a proposal at any time prior to the opening; however, no oral modifications will be allowed. Only letters, or other formal written requests for modifications or corrections of a previously submitted proposal which is addressed in the same manner as the proposal, and received by LFUCG prior to the scheduled closing time for receipt of proposals, will be accepted. The proposal, when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope which is plainly marked "modifications of proposal".

7. Clarification of Submittal: LFUCG reserves the right to obtain clarification of any point in a bid or to obtain additional information from a Respondent.

8. Bribery Clause: By his/her signature on the bid, Respondent certifies that no employee of his/hers, any affiliate or Subcontractor, has bribed or attempted to bribe an officer or employee of the LFUCG.

9. Additional Information: While not necessary, the Respondent may include any product brochures, software documentation, sample reports, or other documentation that may assist LFUCG in better understanding and evaluating the Respondent's response. Additional documentation shall not serve as a substitute for other documentation which is required by this RFP to be submitted with the proposal,

10. Ambiguity, Conflict or other Errors in RFP: If a Respondent discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, it shall immediately notify LFUCG of such error in writing and request modification or clarification of the document if allowable by the LFUCG.

11. Agreement to Bid Terms: In submitting this proposal, the Respondent agrees that it has carefully examined the specifications and all provisions relating to the work to be done attached hereto and made part of this proposal. By acceptance of a Contract under this RFP, proposer states that it understands the meaning, intent and requirements of the RFP and agrees to the same. The successful Respondent shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to Respondent shall be authorized for services or expenses reasonably covered under these provisions that the proposer omits from its Proposal.

12. Cancellation: If the services to be performed hereunder by the Respondent are not performed in an acceptable manner to the LFUCG, the LFUCG may cancel this contract for cause by providing written notice to the proposer, giving at least thirty (30) days notice of the proposed cancellation and the reasons for same. During that time period, the proposer may seek to bring the performance of services hereunder to a level that is acceptable to the LFUCG, and the LFUCG may rescind the cancellation if such action is in its best interest.

A. Termination for Cause

(1) LFUCG may terminate a contract because of the contractor's failure to perform its contractual duties

(2) If a contractor is determined to be in default, LFUCG shall notify the contractor of the determination in writing, and may include a specified date by which the contractor shall cure the identified deficiencies. LFUCG may proceed with termination if the contractor fails to cure the deficiencies within the specified time.

(3) A default in performance by a contractor for which a contract may be terminated shall include, but shall not necessarily be limited to:
   (a) Failure to perform the contract according to its terms, conditions and specifications;
   (b) Failure to make delivery within the time specified or according

to a delivery schedule fixed by the contract;

(c) Late payment or nonpayment of bills for labor, materials, supplies, or equipment furnished in connection with a contract for construction services as evidenced by mechanics' liens filed pursuant to the provisions of KRS Chapter 376, or letters of indebtedness received from creditors by the purchasing agency;

(d) Failure to diligently advance the work under a contract for construction services;

(e) The filing of a bankruptcy petition by or against the contractor; or

(f) Actions that endanger the health, safely or welfare of the LFUCG or its citizens.

B. At Will Termination

Notwithstanding the above provisions, the LFUCG may terminate this contract at will in accordance with the law upon providing thirty (30) days written notice of that intent, Payment for services or goods received prior to termination shall be made by the LFUCG provided these goods or services were provided in a manner acceptable to the LFUCG. Payment for those goods and services shall not be unreasonably withheld.

13. Assignment of Contract: The contractor shall not assign or subcontract any portion of the Contract without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of LFUCG.

14. No Waiver: No failure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by LFUCG in exercising any right, remedy, power or privilege under or in respect of this Contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.

15. Authority to do Business: The Respondent must be a duly organized and authorized to do business under the laws of Kentucky. Respondent must be in good standing and have full legal capacity to provide the services specified under this Contract. The Respondent must have all necessary right and lawful authority to enter into this Contract for the full term hereof and that proper corporate or other action has been duly taken authorizing the Respondent to enter into this Contract. The Respondent will provide LFUCG with a copy of a corporate resolution authorizing this action and a letter from an attorney confirming that the proposer is authorized to do business in the State of Kentucky if requested. All proposals must

be signed by a duly authorized officer, agent or employee of the Respondent.

16. Governing Law: This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this Contract, the Parties agree that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Contract or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.

17. Ability to Meet Obligations: Respondent affirmatively states that there are no actions, suits or proceedings of any kind pending against Respondent or, to the knowledge of the Respondent, threatened against the Respondent before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of Respondent to perform its obligations under this Contract, or which question the legality, validity or enforceability hereof or thereof.

18. Contractor understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Contractor is an independent contractor at all times during the performance of the services specified.

19. If any term or provision of this Contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.

20. Contractor [or Vendor or Vendor's Employees] will not appropriate or make use of the Lexington-Fayette Urban County Government (LFUCG) name or any of its trade or service marks or property (including but not limited to any logo or seal), in any promotion, endorsement, advertisement, testimonial or similar use without the prior written consent of the government. If such consent is granted LFUCG reserves the unilateral right, in its sole discretion, to immediately terminate and revoke such use for any reason whatsoever. Contractor agrees that it shall cease and desist from any unauthorized use immediately upon being notified by LFUCG.

_____ _____

Signature Date

RISK MANAGEMENT PROVISIONS
INSURANCE AND INDEMNIFICATION

INDEMNIFICATION AND HOLD HARMLESS PROVISION

(1) It is understood and agreed by the parties that Contractor hereby assumes the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of Contractor or its employees, agents, servants, owners, principals, licensees, assigns or subcontractors of any tier (hereinafter "CONTRACTOR") under or in connection with this agreement and/or the provision of goods or services and the performance or failure to perform any work required thereby.

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

(3) In the event LFUCG is alleged to be liable based upon the above, CONTRACTOR shall defend such allegations and shall bear all costs, fees and expenses of such defense, including but not limited to, all reasonable attorneys' fees and expenses, court costs, and expert witness fees and expenses, using attorneys approved in writing by LFUCG, which approval shall not be unreasonably withheld.

(4) These provisions shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this agreement.

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

(6) Notwithstanding, the foregoing with respect to any professional services performed by CONTRACTOR hereunder (and to the fullest extent permitted by law), CONTRACTOR shall indemnify, save, hold harmless and defend LFUCG from and against any and all liability, damages and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees, for any damage due to death or injury to any person or injury to any property (including the loss of use resulting therefrom) to the extent arising out of, pertaining to or relating to the negligence, recklessness or willful misconduct of CONTRACTOR in the performance of this agreement.

FINANCIAL RESPONSIBILITY

BIDDER/CONTRACTOR understands and agrees that it shall demonstrate the ability to assure compliance with the above Indemnity provisions and these other risk management provisions prior to final acceptance of its bid and the commencement of any work or provision of goods.

INSURANCE REQUIREMENTS

YOUR ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW, AND YOU MAY NEED TO CONFER WITH YOUR INSURANCE AGENTS, BROKERS, OR CARRIERS TO DETERMINE IN ADVANCE OF SUBMISSION OF A RESPONSE THE AVAILABILITY OF THE INSURANCE COVERAGES AND ENDORSEMENTS REQUIRED HEREIN. IF YOU FAIL TO COMPLY WITH THE INSURANCE REQUIREMENTS BELOW, YOU MAY BE DISQUALIFIED FROM AWARD OF THE CONTRACT.

Required Insurance Coverage

BIDDER/CONTRACTOR shall procure and maintain for the duration of this contract the following or equivalent insurance policies at no less than the limits shown below and cause its subcontractors to maintain similar insurance with limits acceptable to LFUCG in order to protect LFUCG against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by CONTRACTOR. The cost of such insurance shall be included in any bid:

Coverage	**Limits**
General Liability (Insurance Services Office Form CG 00 01)	$1 million per occurrence, $2 million aggregate or $2 million combined single limit
Auto Liability	$1 million per occurrence
Worker's Compensation	Statutory
Employer's Liability	$100K
Professional (E&O) Liability	$1 million per claim
Excess/Umbrella Liability	$1 million per occurrence

The policies above shall contain the following conditions:

a. All Certificates of Insurance forms used by the insurance carrier shall be properly filed and approved by the Department of Insurance for the Commonwealth of Kentucky (DOI). LFUCG shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy using the Kentucky DOI approved forms.

b. The General Liability Policy shall be primary to any insurance or self-insurance retained by LFUCG.

c. LFUCG shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.

d. Said coverage shall be written by insurers acceptable to LFUCG and shall be in a form acceptable to LFUCG. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

Renewals

After insurance has been approved by LFUCG, evidence of renewal of an expiring policy must be submitted to LFUCG, and may be submitted on a manually signed renewal endorsement form. If the policy or carrier has changed, however, new evidence of coverage must be submitted in accordance with these Insurance Requirements.

Deductibles and Self-Insured Programs

IF YOU INTEND TO SUBMIT A SELF-INSURANCE PLAN IT MUST BE FORWARDED TO LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, DIVISION OF RISK MANAGEMENT, 200 EAST MAIN STREET, LEXINGTON, KENTUCKY 40507 NO LATER THAN A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO THE RESPONSE DATE. Self-insurance programs, deductibles, and self-insured retentions in insurance policies are subject to separate approval by Lexington-Fayette Urban County Government's Division of Risk Management, upon review of evidence of BIDDER/CONTRACTOR's financial capacity to respond to claims. Any such programs or retentions must provide LFUCG with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance coverage

Safety and Loss Control

CONTRACTOR shall comply with all applicable federal, state, and local safety standards related to the performance of its works or services under this Agreement and take necessary action to protect the life, health and safety and property of all of its personnel on the job site, the public, and LFUCG.

Verification of Coverage

BIDDER/CONTRACTOR agrees to furnish LFUCG with all applicable Certificates of Insurance signed by a person authorized by the insurer to bind coverage on its behalf prior to final award, and if requested, shall provide LFUCG copies of all insurance policies, including all endorsements.

Right to Review, Audit and Inspect

CONTRACTOR understands and agrees that LFUCG may review, audit and inspect any and all of its records and operations to insure compliance with these Insurance Requirements.

DEFAULT

BIDDER/CONTRACTOR understands and agrees that the failure to comply with any of these insurance, safety, or loss control provisions shall constitute default and that LFUCG may elect at its option any single remedy or penalty or any combination of remedies and penalties, as available, including but not limited to purchasing insurance and charging BIDDER/CONTRACTOR for any such insurance premiums purchased, or suspending or terminating the work.

Lexington-Fayette Urban County Government

2025 Blue Sky Small Area Plan

Request for Proposals

RFP Issue Date: January 24, 2025
Proposal Due: February 14, 2025, by 2:00 p.m. EST

Division of Planning
101 E. Vine St.
Lexington, KY 40507

LEXINGTON
Planning

PROJECT PURPOSE

The Lexington-Fayette Urban County Government's (LFUCG) Division of Planning is requesting proposals from qualified professional planning and urban design firms to develop a Small Area Plan (SAP) for the Blue Sky area, located off Athens Boonesboro Road in Lexington-Fayette County, Kentucky.

LFUCG's Comprehensive Plan, Imagine Lexington 2045, was adopted in November 2023. At the request of the Urban County Council, the plan identified approximately 2,800 additional acres to be added to the Lexington-Fayette County Urban Service Area (USA), including the 301-acre site known as the Blue Sky Activity Center. In October 2024, the Urban County Planning Commission approved the Urban Growth Master Plan (UGMP) to guide future development of the new growth areas, except for Blue Sky. Due to its existing industrial land uses, the Planning Commission requested a small area plan for the site to provide an analysis of existing conditions and to identify opportunities for Blue Sky to help Lexington-Fayette County meet its current and future industrial land use needs and economic development goals.

The selected consultant will be responsible for developing an SAP to guide future development at Blue Sky. The SAP will evaluate the existing conditions of infrastructure and the built environment as well as the natural features, resources, and physical constraints that affect the area. The SAP will specify future land-use designations, how to integrate and connect Blue Sky with other portions of the USA, and economic redevelopment opportunities.

The small area planning process will require robust engagement with the public, property owners, tenants, and business owners. The plan should provide a cohesive framework for future development that is guided by the goals, objectives, and policies of Imagine Lexington 2045 and the Urban Growth Master Plan. The SAP should prioritize sustainable development practices and identify infrastructure needs and potential funding mechanisms to support economic development, employment growth, and access to jobs.

CONSULTANT RESPONSIBILITIES

Consulting firms or teams should be led by a planning/design firm and must also include community engagement support, qualified engineering support, and expertise in economic development/market analysis.

Development of the SAP will require the consultant to serve as project manager, coordinate any related planning work performed by subcontractors, and work closely with LFUCG staff, existing businesses, neighborhood liaisons, area residents, and other stakeholders. As part of community outreach, the property owners and tenants in the Blue Sky area should be consulted about their needs and preferences.

The consultant will be responsible for all public information including meeting notices, arrangements, and summaries. The consultant will handle day-to-day contact with the designated Division of Planning staff and should specify the individual responsible for this in their proposal. Proven success by the firm and lead personnel managing highly visible public projects is desirable.

There will be an advisory committee that will guide the planning work. The committee will be comprised of approximately 10 persons and will have a designated LFUCG staff person to coordinate all committee

activities. In consultation with the committee, some meetings and tasks may be combined as determined to be useful and appropriate.

The selected consultant will be responsible for the following, however, other tasks may be added or modified upon mutual agreement:

- Develop Lexington-specific objectives and strategies to guide future development in the Blue Sky activity center.
- Develop recommendations for appropriate industrial and other land uses that are tailored to the unique characteristics and needs of the City of Lexington.
- Develop a land use spatial framework and transportation network that supports freight movement and multimodal access to employment opportunities.
- Assess and identify necessary site infrastructure and funding mechanisms for any public infrastructure, facility, and service needs.
- Facilitate public engagement and stakeholder outreach to build consensus and incorporate community input into the plan development process, ensuring that stakeholder perspectives and priorities are considered.
- Suggest any necessary ordinance, policy, or land subdivision updates to support the goals of the Blue Sky SAP.

STUDY AREA BACKGROUND

Lexington-Fayette County is a growing community of over 320,000 people located in Central Kentucky. It has a widely recognized history of growth management, having adopted its first Comprehensive Plan in 1931. In 1958, Lexington instituted an Urban Service Area to manage growth, which has been recognized by the American Planning Association as the first urban growth boundary instituted in the United States.

In 1999, the first Rural Land Management Plan (RLMP) for the Rural Service Area (RSA) was adopted as an element of the 1996 Comprehensive Plan. The document was the first extensive effort dedicated to the planning and management of land uses in the RSA. The plan presented strategies for preserving rural land including minimum lot sizes, establishing rural land use categories, preserving rural settlements and scenic roads, encouraging infill and redevelopment, buffering the urban edge from agricultural uses, and creating a Purchase of Development Rights program.

The RLMP plan was updated in 2017. It included a comprehensive land capability analysis, specified rural land use categories, and identified four rural activity centers including Avon (Bluegrass Station), Bluegrass Airport, Blue Sky Industrial Park, and Spindletop Research Park. In 2024, the Blue Sky area was moved from a rural activity center to a part of the larger Lexington-Fayette USA during the Urban County Planning Commission's expansion of the Lexington-Fayette County's Urban Service Area (USA).

Located at the intersection of Athens Boonesboro Road and I-75, the Blue Sky planning area totals 301 acres and is the only rural activity center not under public ownership. The 2017 RLMP recommended the area be used primarily for warehousing, light industrial, and interstate commercial. However, many parcels that are zoned industrial are currently surface car lots.

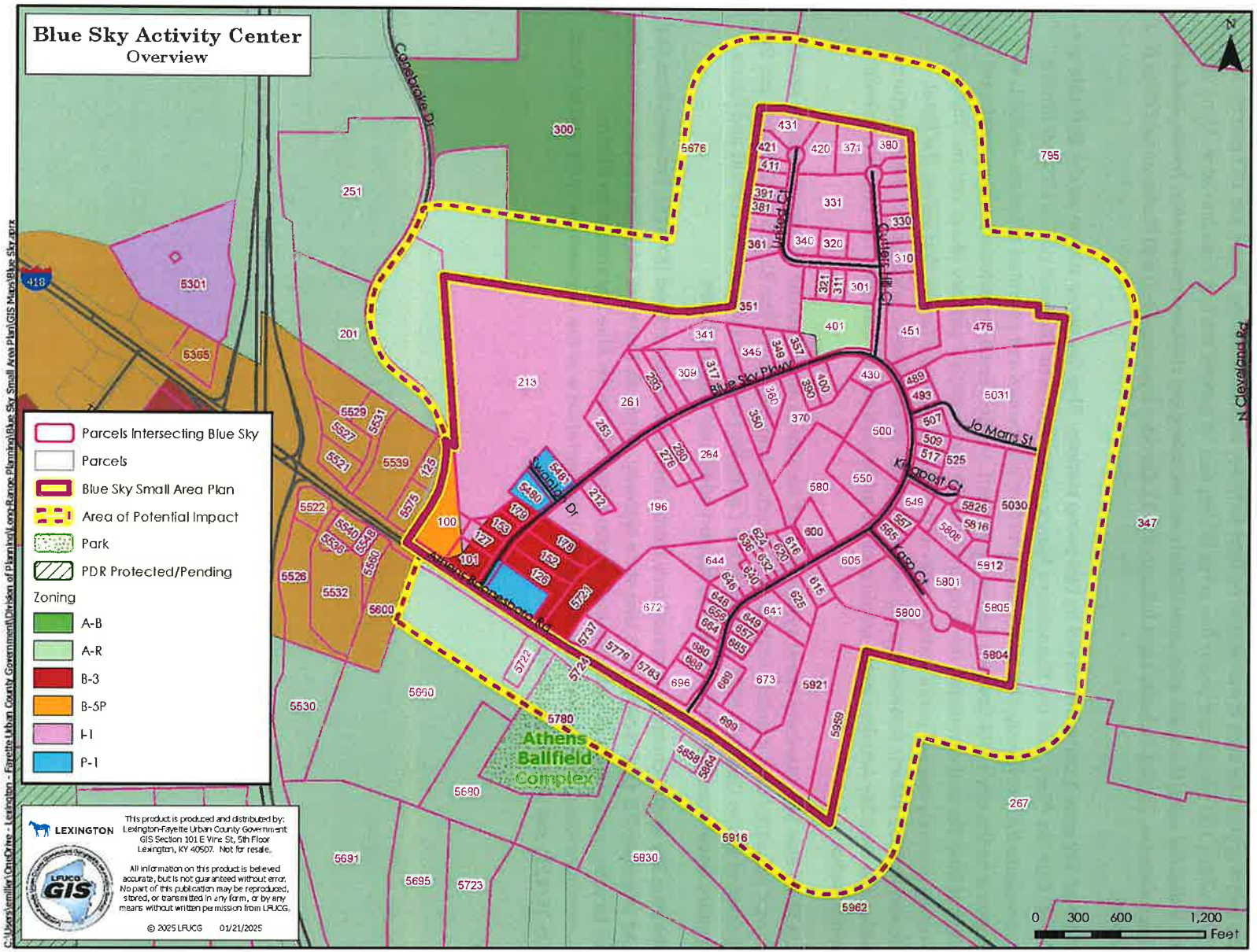
The existing Blue Sky area is dominated by light to heavy industrial zoning. There are 113 parcels zoned I-1, of which 100 parcels are under five acres in size, and 58 parcels are less than one acre. Along with the industrial uses, there are also commercial uses including gas stations, restaurants, hotels, and adult entertainment. Zoning includes Light Industrial (I-1), Corridor Business (B-3) and Professional Office (P-1) zoning.

The Blue Sky area is currently served by two pump stations: Blue Sky pump station on the east side of I-75, off Blue Sky Pkwy, and the Boonesboro Manor pump station on the west side of I-75, off Athens Boonesboro Rd. Previously, this sewer infrastructure was owned and operated privately. In 2011, in response to the city's EPA Consent Decree agreement, LFUCG closed the private sanitary treatment plant at Blue Sky and connected the industrial park to the municipal sanitary sewer system. There is also existing privately-owned pump station south of the Blue Sky Activity Center that serves the hotel, located at 5532 Athens Boonesboro Rd, near Boggs Fork stream. The construction of infrastructure within the Blue Sky Activity Center would provide an opportunity to eliminate this privately-owned pump station.

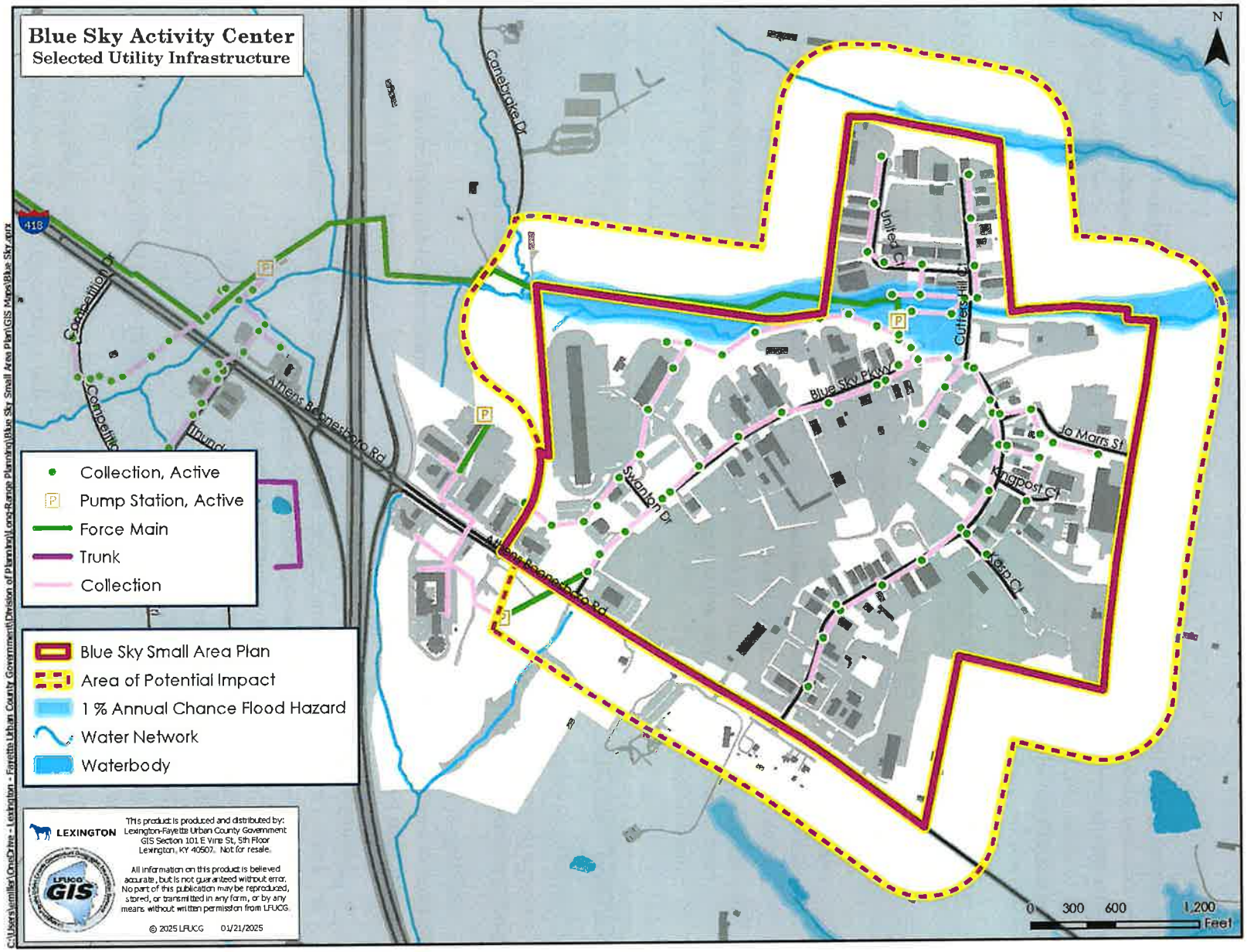
It is likely Blue Sky's sanitary sewer system will not be able to accommodate increased sanitary sewer flows if industrial uses intensify without infrastructure improvements. The Blue Sky SAP should use the Division of Water Quality's 2023 Sanitary Sewer Capability Report to evaluate the current and future sanitary sewer capacity that is needed to support additional industrial uses.

The Blue Sky area is currently accessed only from Athens-Boonesboro Road (KY 418). Between Blue Sky and Interstate 75, that facility is a 2-lane state highway. Currently there are no infrastructure provisions for bicycles, pedestrians or public transportation either within the Blue Sky area or on Athens-Boonesboro Road. The closest access to public transportation is at the intersection of Richmond Road (US 25/421) and Eagle Creek Drive.

LAND USE STUDY AREA



LAND USE STUDY AREA



PROJECT GOALS / OUTCOMES

The primary goal of the small area plan is to provide a cohesive spatial framework for the future economic development of Blue Sky, ensuring that individual development projects align to create a diverse and modern industrial park that serves the needs of our community's industrial sectors for many years to come. The SAP should also identify strategies to advance sustainable development and recommend innovative financing mechanisms for public-private investments and infrastructure improvements. Objectives of the study include:

- Develop Lexington-specific objectives and strategies to guide current redevelopment and future economic development in the activity center that meets the industrial demands of Lexington-Fayette County for the next 30 years.
- Determine Blue Sky's ability to provide employment opportunities that meet the region's economic development needs, while also protecting the environment through sustainable site development and building methods.
- Achieve community consensus and provide clarity on the desired land and industrial uses in the activity center that are tailored to the unique characteristics and needs of Lexington.
- Identify public infrastructure and maintenance needs, including transportation infrastructure and services, sanitary sewer and stormwater infrastructure, waste management, public safety, and emergency services.

TASKS / PRODUCTS

1. Guiding principles:

Conduct a review of the goals, objectives, and policies in Imagine Lexington 2045 and UGMP to develop guiding principles for future development of the Blue Sky area that align with each plan.

2. Existing conditions inventory and market analysis:

Conduct an existing conditions inventory and analysis for the identified area(s) and any relevant adjacent areas including at minimum a review of:

- Existing land uses,
- Existing employment, economic activity, and jobs production, including an estimate of local revenues received (wage, earnings and other relevant data),
- Existing transportation infrastructure and transit services,
- Existing sanitary and stormwater infrastructure and capacity,
- Environmentally sensitive areas,
- Waterways and drainage; and
- Land included in the Purchase of Development Rights program in the vicinity of the Blue Sky study area.

The existing conditions inventory should identify the land within the study area that is suitable for industrial land uses and further development, as well as potential adjacent parcels that are suitable for inclusion into the Blue Sky area. Planning staff will provide GIS and base data as available to help

generate this review/report. The existing conditions may also be informed by targeted stakeholder outreach as determined by the consultant.

The market analysis should determine the land use types and intensities needed within the Blue Sky area to meet the industrial job capacity projections for Lexington-Fayette County for the next 30 years. This will require the consultant to analyze current land uses, zoning regulations, infrastructure capacity, and economic trends, as well as assess the demand for different types of industrial spaces, such as manufacturing, warehousing, and distribution. The consultant will identify areas to address future needs, considering factors such as accessibility and environmental impacts.

3. Public and stakeholder engagement:

A collaborative planning approach will allow the consultant and the city to engage stakeholders to inform and shape flexible zoning solutions that reflect the needs of modern industries and anticipate future demands for the area. The consultant should provide an engagement and outreach plan that includes stakeholders such as property owners, tenants, and neighboring communities. Outreach should include:

- Organize and facilitate public meetings (2 minimum).
- Organize and facilitate other workshops, focus groups, and online platforms as determined by the consultant to gather input, feedback, and recommendations.
- Incorporate community input into the plan development process, ensuring that stakeholder perspectives and priorities are considered.
- Give two presentations to the Urban County Planning Commission during a regularly scheduled Work Session meeting as well as the project advisory committee (4 total presentations).
- Give a presentation to the Urban County Council during their regularly scheduled General Government and Planning Committee meetings.

4. Land use and transportation spatial framework(s):

Develop an overarching spatial planning framework for future development that reflects the goals of the project and the UGMP. Components should include:

Green Infrastructure

- Utilize the UGMP recommendations to map and integrate areas of open space, greenways and adjacent future trail networks.
- Summarize how modern industrial parks are addressing environmental issues, including but not limited to implementing green building standards, utilizing renewable energy sources, and enhancing waste management practices. Recommend how these practices can be integrated into Blue Sky development.

Urban Development

- Utilize other relevant LFUCG Plans, including the UGMP recommendations and the 2017 Rural Land Management Plan, to determine the best land uses for the activity center (more detailed list in Relevant Plans/Studies section).
- Identify sites internal to the Blue Sky area that could incorporate non-industrial uses to provide more access to goods, services, and other daily amenities to serve the employees and customers of the activity center.

- Identify locations that are suitable for a broader range of industrial uses (light industrial, manufacturing, flex space, etc.) as well as for adaptive reuse.
- Recommend sites, as well as building orientations, that would improve walkability and transit access within the area.
- Identify and recommend appropriate buffers between Blue Sky and the RSA.
- Identify how to better integrate and connect Blue Sky with other portions of the USA, including Areas 3, 4 and 5 of the UGMP.

Transportation

- Identify transportation infrastructure improvements that are required to support additional industrial development and to optimize freight movement in to, out of, and within Blue Sky. Additionally, determine suitable locations for refueling freight vehicles that use alternative fuels.
- Identify roadway improvements external and internal to the site that are necessary to meet Lexington's Complete Streets policy and provide a range of transportation options.
- Evaluate the I-75 / Athens-Boonesboro Road interchange and recommend design improvements to improve safety for all travel modes.
- Identify transportation improvements needed to better connect Blue Sky with other portions of the USA.
- Develop Complete Street improvement concepts, in coordination with the KY Transportation Cabinet, including proven safety measures, to improve access and safety for all users along Athens-Boonesborough Road between Blue Sky and Areas 3, 4 and 5 of the UGMP.

Infrastructure and Community Facilities

- In coordination with LFUCG staff and the Division of Planning, identify and map the regional infrastructure networks required to enable urban development, including sewer, utilities, etc., resulting in lot configuration options. Provide a comprehensive analysis of the costs associated with construction and maintenance of the public infrastructure to enhance and improve access for economic development.

5. Conceptual plans for catalytic sites:

- Develop preliminary designs and renderings for at least one catalytic site for the Blue Sky area, whether existing or newly identified, with the final choice to be determined by the client.

6. Develop a regulatory framework for implementation:

- Recommend policies, zoning ordinance and land subdivision regulation updates that are needed to achieve the goals of the Blue Sky SAP. Include zoning recommendations and zoning ordinance text that reflects the needs of modern industries while anticipating future demands for industrial areas in Lexington-Fayette County for the next 30 years. Include any recommended criteria that should be provided or considered as part of the development review and zone change process to better evaluate and demonstrate agreement with the SAP.

KEY STAKEHOLDERS

- Property owners, tenants and business operators, and residents within and adjacent to identified area(s).
- At-Large Councilmembers and those representing Council Districts in the chosen area(s).
- Transportation and land use policy makers including the Urban County Planning Commission, project advisory committee, Lexington Area MPO, Lextran and the Kentucky Transportation Cabinet (KYTC).
- LFUCG Division staff including Planning, Housing and Community Development, Economic Development, Parks and Recreation, Environmental Quality and Public Works, and Water Quality.
- Local economic development organizations such as the Lexington-Fayette Urban County Industrial Authority ("Industrial Authority") and Commerce Lexington.

TIMELINE

Notice to proceed is anticipated on April 24, 2025, with a desired project completion not to exceed one year, inclusive of plan adoption by the Urban County Planning Commission as a component of Imagine Lexington 2045.

PROJECT OVERSIGHT

The Division of Planning will be the primary project contact and will facilitate close coordination with the Urban County Planning Commission and the project advisory committee.

RELEVANT PLANS/STUDIES

Blue Sky Rural Activity Center 2000 Small Area Plan:
https://issuu.com/lexingtonky1/docs/blue_sky_rural_activity_center_2000_sap

City of Lexington 2045 Comprehensive Plan: https://www.lexingtonky.gov/imaginelexington

2024 Urban Growth Master Plan: https://www.imaginelexington.com/ugmp

Imagine Lexington Growth Trend Reports (Updates to Lexington's Existing Conditions and Growth Trends Report of the Sustainable Growth project): https://www.imaginelexington.com/growthreports

Lexington Area MPO 2050 Metropolitan Transportation Plan (2024): https://lexareampo.org/wp-content/uploads/2024/05/MTP-2050_FINAL_May-15.pdf

Lexington Area MPO Regional Bicycle & Pedestrian Master Plan (2018): https://lexareampo.org/studiesplans/connectlex/

Lexington Complete Streets Policy: https://www.lexingtonky.gov/complete-streets

2023 Sanitary Sewer Capability Study Report: https://issuu.com/lexingtonky1/docs/2023_sanitary_sewer_capability_study_report.

2012 Blue Sky Pumping Staton & Force Main Technical Memorandum #1 and Rev. 2: https://lexingtonky-my.sharepoint.com/:f:/r/personal/chmartin_lexingtonky_gov/Documents/Blue%20Sky%20Historical?csf=1&web=1&e=SCDaN6.

2006 RSA Sewer Capability Study: https://issuu.com/lexingtonky1/docs/rural-service-area-sanitary-sewer-study

Rural Land Management Plan (2017) and PDR Protected Land: https://www.lexingtonky.gov/boards/rural-land-management-board

Greenway Master Plan (2002) *currently funded for update*: https://drive.google.com/file/d/0B0aBvWAKyfxaNVU1WTZuS21jdjQ/view?resourcekey=0-tIUV2Cj5sdAsJbVK5S0VYQ

Urban Tree Canopy Assessment and Planting Plan (2022): https://www.lexingtonky.gov/lexingtons-tree-canopy

Public Engagement Toolkit: https://www.imaginelexington.com/PET

DELIVERABLES

- A final digital report that details the findings and outcomes of each of the tasks set forth in the scope of work.
    - Include the PDF and packaged InDesign file (if used); includes a folder with full resolution maps, diagrams, charts, tables, and all other imagery used in the final report.
- Data sets collected or created during the performance of the study, including GIS files. Note that the Lexington Fayette Urban County Government will be the owner of all data, spreadsheets, and GIS layers developed as part of this SAP.
    - All maps and digital mapping products shall be geo-located and referenced in GIS.
    - GIS files shall be distributed to LFUCG in shapefile (shp) or geodatabase (gdb) formats.
- An executed public outreach plan and full resolution digital copies of any public display materials or presentations in relation to the project.
- A total of six (6) project presentations to relevant policy and legislative bodies, including:
    - Two project update presentations to the Urban County Planning Commission and the project advisory committee during their regularly scheduled meetings (4 total presentations).

- One public hearing presentation to the Urban County Planning Commission (1 presentation).
- One presentation to the Urban County Council during their regularly scheduled Committee or Council meetings (1 presentation).

SCHEDULE & PAYMENT

The Consultant shall provide a preliminary project schedule indicating deadlines for deliverables. The selected consultant will be responsible for developing a revised project schedule at the beginning of the contract.

The LFUCG shall not approve payment in an amount greater than the contract fee percentage shown below for each project milestone.

Tasks 1 through 2: **25%**
Tasks 3, 4 & 5: **50%**
Task 6, 7 & draft report: **85%**
Delivery of final report, presentations & data sets: **100%**

SUBMITTAL REQUIREMENTS

A digital PDF version of the proposal shall be submitted for the project. Each proposal must include the following:

1. Brief history of the consulting firm or firms on your team.
2. The names and resumes of the people who will be assigned to the project, their role, and the percentage of their time that will be committed to this project.
3. Why is your team best suited to develop the Blue Sky SAP. What unique ideas or experience does your team bring to the table?
4. Examples of projects of similar scope performed by the firm and the personnel that will be assigned to the project. Include project references.
5. Outline of the consulting team's project approach, project milestones, total cost of services, and a timeline for completing the project.

SELECTION CRITERIA

A selection committee will evaluate and score the consulting firm / teams based on their qualifications and level of knowledge and experience working on projects of similar scope and scale.

The selection will be based on the qualifications of the consultant team and the quality of the proposal. However, LFUCG reserves the right to call references provided in the submittal and to require phone or personal interviews with firms requiring additional evaluation.

LFUCG reserves the right, in its sole discretion, to reject any submittal it considers to be non-responsive. Should LFUCG fail to reach agreement with the firm/team initially selected, LFUCG reserves the right to

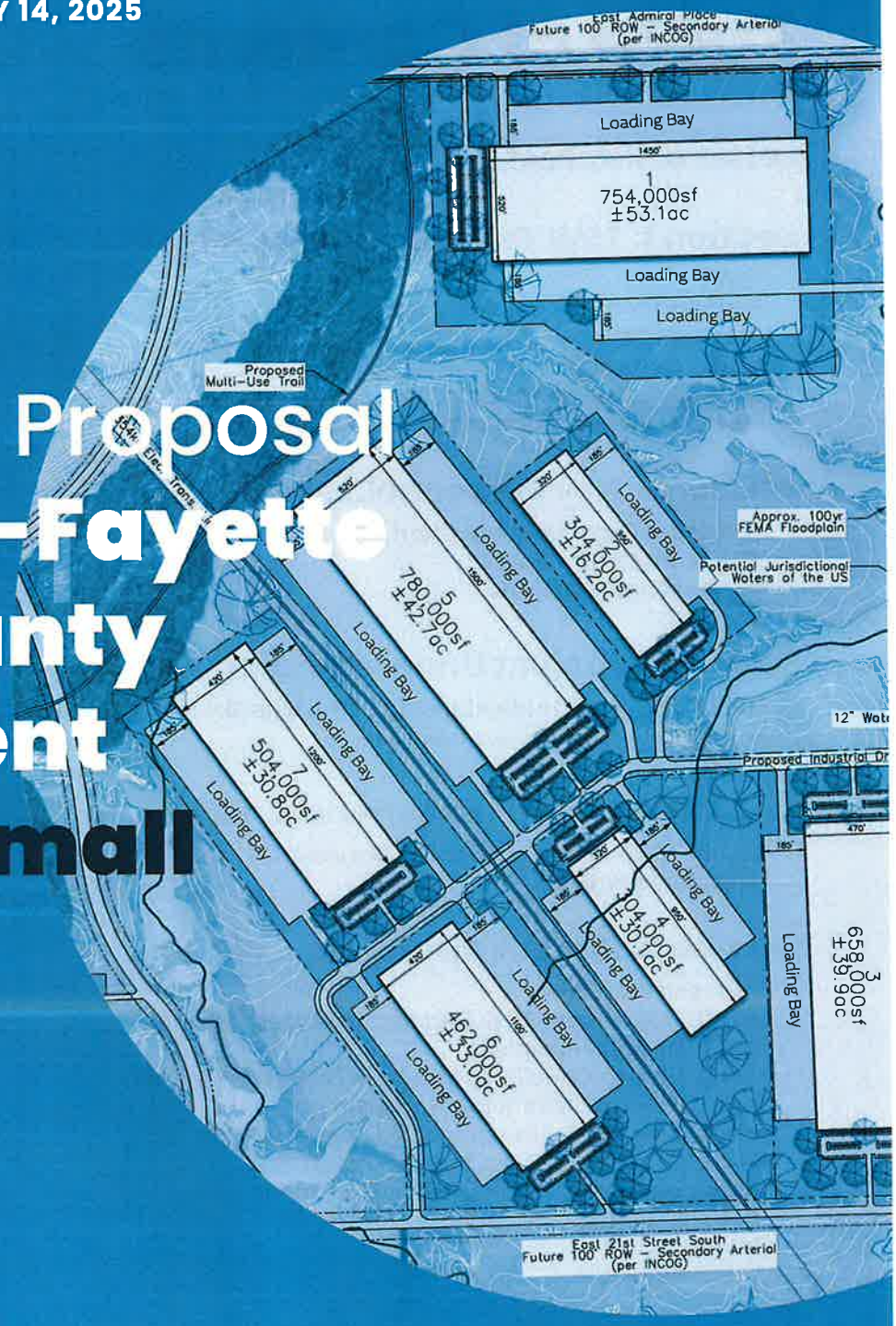
commence negotiations with the next highest ranked firm/team. LFUCG may select a firm without an interview or may choose to interview all or a limited number of firms/teams.

The following criteria will be used for the evaluation:

CRITERIA	SCORE
Specialized qualifications, experience and technical competence of the person or firm regarding the services requested.	**30 Points**
Familiarity with the details of the project and proposed approaches for providing required services.	**15 Points**
The professionalism of the written proposal.	**20 Points**
The past record and performance on contracts with the Urban County Government or other governmental agencies and private industry, including references, with respect to such factors as control of cost, quality of work, and ability to meet schedules.	**10 Points**
The capacity of the consulting team to perform the work within the time limitations, providing for a clear explanation for project timeline adjustments as necessary in the response.	**10 Points**
Cost of services.	**15 Points**

EXHIBIT B - TSW RFP Submittal

RFP: **#2-2025** / DUE: **FEBRUARY 14, 2025**



TSW Team Proposal

Lexington-Fayette Urban County Government

Blue Sky Small Area Plan

TSW
TUNNELL, SPANGLER, WALSH & ASSOCIATES

SUBMITTED BY:

Tunnell-Spangler-Walsh & Associates, Inc.
d/b/a **TSW**
Contact: Samantha Castro, Senior Associate
Lexington Office Manager
110 West Vine Street, Suite 300
Lexington, KY 40507
Phone: 859.317.5585
Email: scastro@tsw-design.com
Web: www.tsw-design.com

Table of Contents

Letter of Interest.....iii

Section 1: TSW Team Overview.....1

TSW
Partners for Economic Solutions
Gresham Smith
Yard & Company
Strategic Location Advisors
Previous Team Collaborations

Section 2: Key Personnel.....4

TSW Team Organizational Chart
TSW Team Commitment
Key Personnel Resumes

Section 3: Project Understanding 22

The TSW's Team's Understanding of the Blue Sky Small Area Plan's Goals
What Makes the TSW Team Unique

Section 4: Similar Experience.....25

Recent TSW Project Experience Overview
Highlighted Projects

Section 5: Project Approach....52

Proposed Work Plan
Task 0. Project Kick-Off & Ongoing Management
Task 1. Guiding Principles
Task 2. Existing Conditions Inventory & Market Analysis
Task 3. Public & Stakeholder Engagement
Task 4. Land Use & Transportation Spatial Framework(s)
Task 5. Conceptual Plans for Key Site(s)
Task 6. Regulatory Framework Development
Task 7: Final Plan
Optional Tasks
Project Schedule

Section 6: Cost Proposal....60

Appendix: Required Forms + Additional Information....61

TSW

TUNNELL, SPANGLER, WALSH & ASSOCIATES

Atlanta, Georgia
Lexington, Kentucky
Tulsa, Oklahoma
Chattanooga, Tennessee

February 14, 2025

Dear Selection Committee:

Tunnell-Spangler-Walsh & Associates, Inc. (TSW) is pleased to submit the following proposal to help the Lexington-Fayette Urban County Government to develop the Blue Sky Small Area Plan by providing an analysis of existing conditions and an identification of opportunities that will help Lexington-Fayette County meets current and future industrial land use needs and economic goals.

The **TSW Team** has been assembled to bring expertise in land use planning, site planning for industrial and commercial centers, economics and market analysis, transportation planning, green infrastructure, and community participation. The team will be managed by TSW, which will guide analysis, land use, open space and conservation strategies, concept planning, stakeholder engagement, and implementation strategies. Assisting TSW are **Partners for Economic Solutions** for market analysis, development feasibility, and financing mechanisms; **Gresham Smith** for transportation and infrastructure; **Yard & Company** for public engagement, branding and marketing; and **Strategic Locations Advisors** for their local knowledge of market conditions and economic development.

Our team has a deep understanding of this area and the goals for the Blue Sky Small Area Plan, including the politics behind the process, the significant role *Imagine Lexington 2045* and the *Urban Growth Master Plan* will play. Work performed on both of these major efforts by members of our team means that we are ready to hit the ground running - we have already gathered much of the data, crunched many of the numbers, and been considering for months how the Blue Sky Small Area Plan can and should coexist symbiotically with the areas of growth.

Our team has extensive municipal planning experience, including comprehensive planning and land use planning that focuses on industrial and commercials centers. The TSW Team has worked with cities, counties, and private developers all across the Southeastern United States developing a variety of innovative plans and studies and collaborating with community members and stakeholders. Our team has a thorough understanding of challenges and opportunities when addressing land use, economics, transportation, and infrastructure to ensure a successful plan and implementation.

We focus on realistic recommendations. One of the main driving forces of our planning process is ensuring that policies and project recommendations are realistic. We've taken numerous planning efforts through completion, working with municipalities, the community, and private developers. This expertise of planning from concept to implementation provides us with unparalleled knowledge and understanding of assessing current conditions and examining big picture needs and opportunities that result in targeted, realistic recommendations.

As the leader of our Lexington, Kentucky, office, Samantha Castro will be the main contact for this effort. Please do not hesitate to contact me or Samantha if you have any questions.

Sincerely,

Caleb Racicot, Principal

Direct: 470.751.2430
Email: cracicot@tsw-design.com

Samantha Castro, Senior Associate

Direct: 859.317.5585
Email: scastro@tsw-design.com

SECTION 1:

TSW Team Overview

The **Tunnell-Spangler-Walsh & Associates (TSW) Team** has been assembled to bring expertise in land use planning, site planning for industrial and commercial centers, economics and market analysis, transportation planning, green infrastructure, and community participation. The team will be managed by TSW, which will guide analysis, land use, open space and conservation strategies, concept planning, stakeholder engagement, and implementation strategies. Assisting TSW are **Partners for Economic Solutions** for market analysis, development feasibility, and financing mechanisms; **Yard & Company** for public engagement, branding and marketing; **Gresham Smith** for transportation and infrastructure; and **Strategic Locations Advisors** for their local knowledge of market conditions and infrastructure needs.

Tunnell-Spangler-Walsh & Associates, Inc. (TSW)

TSW is a full-service planning, architecture, and landscape architecture firm of talented professionals who work collaboratively to provide our clients with extraordinary designs for communities, buildings, and greenspaces. We were founded in Atlanta, Georgia, as a corporation in 1990. With approximately 47 full-time employees in our Atlanta headquarters and offices in Lexington (KY), Tulsa (OK), and Chattanooga (TN), our small office size allows our principals to be hands-on in every aspect of a project and enables more multidisciplinary collaboration.

For more than 35 years, we have been proud to create award-winning plans that embody the principles of livable communities: walkability, sense of place, compelling public spaces, human-scaled buildings, and connectivity. We are involved in all stages of community planning and design, including outreach, visioning, coding, site planning, architecture, and streetscape design, and are proud to see many of our projects move from concept to completion in a range of diverse locations throughout the Southeast.

TSW's personnel includes 47 full-time employees, several of whom work in multiple studios. Our staff members include: 23 planners (14 with AICP accreditation), 6 transportation planners, 13 registered landscape architects, 5 landscape designers, 4 registered architects, 9 project architect designers, 8 LEED Accredited Professionals, and 2 administrative employees.

TSW Contact Information

Samantha Castro, Senior Associate
Lexington Office Manager
110 West Vine Street, Suite 300
Lexington, KY 40507
Phone: 859.317.5585
Email: scastro@tsw-design.com
Web: www.tsw-design.com

Partners for Economic Solutions

Partners for Economic Solutions (PES) is an urban economics firm formed by Anita Morrison and Abigail Ferretti in 2008. Together, we bring more than 65 years of experience in development and redevelopment economics, economic and fiscal impact analysis, public/private partnerships and area plans. Our housing market and strategy experience spans rural, suburban and urban communities, getting to the heart of the factors that inhibit the market's ability to respond to the full range of workforce housing demands. Our deep understanding of local and regional economies gives us important insights into economic growth and commuting patterns and the subsequent housing demands. We are a Woman-Owned Business Enterprise certified by the District of Columbia Department of Transportation.

PES Contact Information

Anita Morrison, Principal
349 Cedar Street NW
Washington, DC 20012
Phone: 202.621.9103
Email: amorrison@pesconsult.com
Web: www.pesconsult.com

Gresham Smith

Gresham Smith is an architecture, engineering and design practice that provides creative solutions while genuinely caring for each other, our clients and our communities. With 26 locations throughout the US, including an office in downtown Lexington, we offer a national perspective with a local feel. That means we not only bring a broad range of experience to the picture, but we also really get to know our clients, their business and the entire landscape of their project. It's not about our personal accolades or portfolio—we define success by how well we solved the problem and served the greater good of the community.

Gresham Smith Contact Information

Louis Johnson, Executive VP
100 West Main Street, Suite 350
Lexington, KY 40507
Phone: 859.469.5610
Email: louis.johnson@greshamsmith.com
Web: www.greshamsmith.com

Yard & Company

Yard & Company is a design-build firm that works nationally to plan, design, brand, activate and operate great places. We are a boutique 10-person team of designers, architects, development strategists, and planners who double as people connectors, activators, and storytellers. We thrive at the intersection of community and commerce. Sometimes complicated, sometimes tense, and sometimes downright messy, that energy is the same space where growth begins. We believe development shouldn't develop-out the community, and the best way to get there is through a collaborative process for building places that people connect to emotionally and economically. Our portfolio of work includes master plans, reinvestment strategies, community-wide and district planning, and the activation of mixed-use places around the country.

Yard & Co. focuses on the early stages of community development, including visioning, goal setting, and policy development. We use our expertise in urban planning, community engagement, and economic development to create comprehensive plans that address housing, transportation, economics, and environmental sustainability. We also help craft public brands, design public spaces, and facilitate community engagement to ensure all voices are heard. Our work has a proven track record of transforming communities across the country into more equitable, sustainable, and livable places. Whether you're a small town, a large city, or a county, Yard & Co. has the expertise and experience to help you achieve your vision.

Yard & Company Contact Information

Joe Nickol, Co-Founder, Principal
1542 Pleasant Street
Cincinnati, OH 45202
Phone: 513.813.8266
Email: joe@buildwithyard.com
Web: www.buildwithyard.com

Strategic Location Advisors

Strategic Location Advisors, LLC was founded on the experience and passion of owner Chuck Sexton. His rural upbringing and successful work in Economic Development, Site Selection, and Strategic Planning converged into an idea for a consulting firm with the overall goal of creating opportunities for people across the country to grasp a better future. We guide location decisions for companies and growth for communities. Our vision at SLA is to help companies and communities make strategic decisions for long-term success, manageable growth, and impactful job creation. We are passionate about fueling economic development and guiding companies to locations that can support their needs while protecting their bottom line.

The Strategic Location Advisors team has successfully:

- Led local and regional economic development organizations.
- Led the certification and development of megasites, industrial parks, and build-ready marketable sites.
- Led state-level international marketing missions, industry recruitment, and business retention.
- Negotiated multi-million dollar deals for the benefit of communities and regions.
- Chaired economic development boards and industry associations.
- Obtained hundreds of millions in state and federal grant funding for economic development and community projects.

Strategic Location Advisors Contact Information

Chuck Sexton, Founder & CEO
518 S. 12th Street
Murray, KY 42071
Phone: 270.832.5990
Email: chuck@strategiclocation.us
Web: www.strategiclocation.us

Previous Team Collaborations

Many of the key personnel on the TSW Team have worked collaboratively over the past 10 years on various municipal planning studies and projects. TSW believes in pulling together the best team for the job, has good relationships with these firms, and understands the strengths and expertise that each firm brings to the team. Because of our previous work history, our team is able to quickly assess a scope of work, determine roles and responsibilities, and commence work immediately following contract negotiations. Recent project collaborations include:

- Lexington-Fayette Urban County Government Infrastructure Funding Plan (Ongoing): Partners for Economic Solutions, Gresham Smith
- Lexington-Fayette Urban County Government Growth Management Master Plan: TSW, Partners for Economic Solutions, Gresham Smith
- Augusta Sustainable Development Implementation Program: TSW, Partners for Economic Solutions
- Gwinnett Safe & Equitable Multimodal Access Study: TSW, Gresham Smith
- City of Sumter Downtown Master Plan: TSW, Partners for Economic Solutions
- Imagine New Circle: Samantha Castro of TSW, Gresham Smith
- Town Branch Commons: Samantha Castro of TSW, Gresham Smith

SECTION 2:

Key Personnel

TSW Team Organizational Chart

TSW TEAM PROJECT MANAGEMENT:
Principal-in-Charge: **Caleb Racicot**
Project Manager: **Samantha Castro**

PUBLIC ENGAGEMENT & STAKEHOLDER OUTREACH

Samantha Castro
Christopher Myers
Jia Li
Joe Nickol
Kevin Wright
Daniella Beltran
Andre Johnson
Erin Masterson
Andrew Walls
Andrea Cull

MASTER PLANNING

Samantha Castro
Adam Williamson
Jia Li
Christopher Myers
Bryan Bays
Joe Nickol
Kevin Wright
Daniella Beltran
Andre Johnson
+ Support Staff

MARKET ANALYSIS

Anita Morrison
Abigail Ferretti
Samantha Castro
Chuck Sexton
Ivy Stanley
+ Support Staff

TRANSPORTATION & INFRASTRUCTURE

Matthew McLaren
Erin Masterson
Andrew Walls
Andrea Cull
Bryan Bays
+ Support Staff

REGULATORY FRAMEWORK FOR IMPLEMENTATION

Samantha Castro
Caleb Racicot
Christopher Myers
Joe Nickol
Kevin Wright
Matthew McLaren
Erin Masterson
Andrea Cull

TSW Team Commitment

TSW has a stringent policy about only pursuing work that we have available staff for to ensure a detailed, implementation-based planning process that stays on time and on budget. At the conclusion of contract negotiations, our team is committed and ready to commence work immediately. The TSW Team has reviewed staff workloads for the estimated timeframe for this project. The staff members that are included in this proposal will be assigned to the project, if awarded, and will remain on the project throughout its duration. If a staff member does need to be replaced because of unforeseen circumstances, Lexington-Fayette Urban County Government will be notified immediately, and that staff person will be replaced by another staff member with equal or greater qualifications and experience. Below are estimated, minimum percentages of time for each key personnel.

TSW

▪ Caleb Racicot, Principal-in-Charge / Planner	20-25%
▪ Samantha Castro, Project Manager / Community Planner	60-65%
▪ Adam Williamson, Project Advisor / Planner / Landscape Architect	10-15%
▪ Jia Li, Community Planner / Urban Designer	25-30%
▪ Christopher Myers, Planner / Code Specialist	25-30%
▪ Bryan Bays, Landscape Architect / Parks + Trails Specialist	10-15%

Partners for Economic Solutions

▪ Anita Morrison, Economic Analyst	25%
▪ Abigail Ferretti, Economic Analyst	30%

Gresham Smith

▪ Matthew McLaren, Senior Civil Engineer	20%
▪ Erin Masterson, Senior Landscape Architect	40%
▪ Andrew Walls, Civil Engineer	30%
▪ Andrea Cull, Transportation Engineer	35%

Yard & Company

▪ Joe Nickol, Urban Designer	15-20%
▪ Kevinn Wright, Branding and Marketing	15-20%
▪ Daniella Beltran, Planner / Engagement	20-25%
▪ Andre Johnson, Urban Designer / Engagement	20-25%

Strategic Location Advisors

▪ Chuck Sexton, Strategic Planner	10%
▪ Ivy Stanley, Strategic Planner	15%



Caleb Racicot, AICP, LEED AP

Principal-in-Charge / Planner

Caleb, a Principal at TSW, is a community planner specializing in urban design, smart growth codes, community retail strategies, and the use of corridor studies as catalysts for community building. Caleb has worked in both the public and private sectors and led numerous community workshops. Caleb frequently speaks on coding implementation to municipalities, professional organizations, and neighborhood groups.

Education:
2001 Master of City Planning
Georgia Institute of Technology

1997 Bachelor of Science in Environmental Design
University of Massachusetts at Amherst

Professional Affiliations:
- American Planning Association
- American Institute of Certified Planners
- CNU
- Parking Reform Network

Awards:
- 2021 GPA Outstanding Planning Process for City of Decatur's Destination 2030
- 2017 VeloCity Award for Bike-Friendly Policy: Atlanta Zoning Update

TSW

Representative Projects

Barrow Industrial Land Use and Zoning Audit (Barrow County, GA) – Project Manager for an audit of local land use plan and zoning regulations, focusing on industrial development. The project assessed how effectively the existing regulatory framework supported industrial growth, with particular emphasis on emerging industries, the entitlement process timeline compared to competing counties, and strategies to enhance Barrow County's business-friendliness for high-tech and clean industries. The process also included zoning revisions aimed at increasing competitiveness while minimizing impacts on the local quality of life.

Urban Growth Master Plan (Lexington, KY) - Planner for developing a framework for future development for the upcoming expansion of Lexington's Urban Service Area. The project includes an extensive public and stakeholder engagement process to direct strategies and methods to guide sustainable and equitable development.

Industrial Mixed-Use Zoning (Atlanta, GA) - Project Manager for the creation of a new zoning district designed for traditional industrial areas transitioning to mixed-use development while maintaining a public policy commitment to preserving industrial uses. The district establishes standards requiring a minimum level of industrial activity on all sites over one acre, with a focus on industrial uses that are compatible with residential and commercial developments. Additionally, the code incorporates essential design standards to promote walkability and align industrial development with broader urban design policies.

Upper Westside Coding Support (Atlanta, GA) - Project Manager for ongoing zoning support for the Upper Westside Community Improvement District (UWCID), a business organization representing a rapidly evolving industrial area on Atlanta's westside. Key responsibilities include leading the development of a new overlay zoning district to balance industrial and nonindustrial growth. This effort focuses on protecting viable industrial sites from nonindustrial encroachment, establishing a network of interconnected streets, trails, and sidewalks, and implementing landscaping and urban design standards. Following adoption, assist the CID by reviewing applications and providing guidance on ongoing zoning matters.

BeltLine SubArea 1 and 2 Master Plans (Atlanta, GA) - Principal-in-Charge and Project Manager for comprehensive master plans that integrate parks, mobility, land use, and circulation into a five-year implementation strategy with a focus on public involvement.



Samantha Castro, AICP, LEED ND

Project Manager / Community Planner

Samantha recently joined TSW as a Senior Associate in the Planning Studio. She brings more than 20 years of experience as a planner and urban designer in the public and private sectors. She enjoys working with the community, soliciting input on large-scale master planning efforts to small area plans. Samantha has served as an Adjunct Professor for the Community Design and Engagement Studio at the University of Kentucky since 2018.

Education:
2005 Master of Landscape Architecture and Regional Planning University of Pennsylvania

2002 Bachelor of Arts with dual major in Art History and French Wellesley College

Professional Status:
- American Institute of Certified Planners
- LEED Accredited Professional for Neighborhood Development

Professional Affiliations:
- APA / Kentucky Chapter Executive Committee Member
- ULI – Kentucky

Awards:
- 2021 APA Kentucky Outstanding Public Engagement: City of Lexington's Division of Planning "Mornings with Planning" Webinar Series

TSW

Work Experience:

Prior to joining TSW, Samantha was a Senior Planner for Lexington-Fayette Urban County Government and a Planner/Urban Designer at Lord Aeck Sargent, AECOM, and EDAW.

Representative Projects:

Urban Growth Master Plan (Lexington, KY) - Project Manager and Land Use Planner for developing a framework for future development for the upcoming expansion of Lexington's Urban Service Area. The project includes an extensive public and stakeholder engagement process to direct strategies and methods to guide sustainable and equitable development.

Lexington Complete Streets Design Manual (Lexington, KY) - Consulting services for the creation of a comprehensive Complete Street Design Manual integrating existing street design standards including the City's Roadway Manual, Subdivision Regulations, and Neighborhood Traffic Management Program Guide, focused on legibility, accessibility, and best practice.

Imagine Lexington Comprehensive Plan* (Lexington, KY) - Senior Long Range Planner for portions of the Lexington-Fayette Urban County Government's 2018 and 2023 Comprehensive Plans. Related work included county-wide community engagement efforts, authorship of the Comprehensive Plan itself, and subsequent implementation of policy and regulation changes, and related plans and studies.

Imagine New Circle Road* (Lexington, KY) - Project Manager for a land use and transportation study of one of Lexington's major corridors. Bringing together residents, business owners, policymakers, and other community members to propose transportation and streetscape improvements, new housing and development opportunities, and ways to support existing and new businesses.

Winburn Small Area Plan* (Lexington, KY) - Project Manager, Land Use Planner, and Public Engagement Specialist for an area with more than 5,000 residents whose socioeconomic and demographic composition is distinct from much of Lexington. Input from residents, community members, and the advisory committee was incorporated into a plan which called for increasing connectivity for all transit modes, improving access to resources, and promoting home ownership and housing conditions while optimizing the use of land.

*Work completed prior to joining TSW.



Adam Williamson, PLA, PLA, LEED AP

Project Advisor / Planner / Landscape Architect

Adam, a Principal at TSW with over 25 years of experience, is a planner and landscape architect who specializes in planning and revitalization of activity centers, commercial districts, and corridors. He has worked on a variety of implemented projects, including rural to urban master plans, private developments, higher education facilities, and streetscape revitalization projects. Adam has extensive experience leading public charrettes and workshops to develop realistic community-supported plans.

Education:
1997 Bachelor of Landscape Architecture
University of Georgia

Professional Status:
- Registered Landscape Architect: GA (#1089), NC (#1769), and SC (#1064)
- American Institute of Certified Planners
- LEED Accredited Professional

Professional Affiliations:
- APA / GPA
- Urban Land Institute
- CNU

Awards:
- 2019 APA Small Town and Rural Planning Division - Vernon Deines Award: Downtown Kingsport Master Plan
- 2017 CNU Charter Award: Duluth - Parsons Alley

TSW

Work Experience:

Prior to joining TSW in 2000, Adam worked at Altamira Design and Kolias Bradford & Associates in Atlanta, Georgia.

Representative Projects:

Project Edge Master Plan (Sapulpa, OK) – Principal-in-Charge to create a long range master plan that provides recommendations on land use and economic development strategies for the redevelopment of the commercial and industrial Town West corridor along Interstate 44.

JLL Commercial and Industrial Site Planning (Atlanta, GA) – Principal-in-Charge for creation of conceptual site plans for ten vacant/available industrial and commercial sites that provide real estate company JLL with visioning and marketing material for the sites.

Muscogee Creek Nation Industrial Park Master Plan (Okmulgee, OK) - Principal-in-Charge for the creation of a 1,500 acre industrial park feasibility master plan for the Muscogee Creek Nation tribe located on a newly acquired ranch. Project deliverables included conceptual site planning, cost estimates, and 3D graphic visioning.

Fairfield County Interchanges Conceptual Master Plan (Fairfield County, SC) - Principal-in-Charge for the creation of a master plan that establishes a vision for future growth in the county for areas along Interstate-77; the main north/south artery of the county. The study area consists of approximately 13,000 acres of primarily forested land with pockets of commercial and industrial development at the Interstate exits between Richland County and Chester County.

Serta Simmons Headquarters at Assembly Yards (Doraville, GA) - Lead Landscape Architect for the surrounding landscape and amenity spaces of the new Serta Simmons Bedding Headquarters. Design elements include a detailed overall planting design, outdoor social spaces for office users, and a multi-use entry greenspace and plaza.

Augusta Sustainable Development Implementation Program (Augusta, GA) - Project Manager and Planner for HUD sponsored 4.5-mile corridor revitalization plan focused on multi-modal transportation, urban design, and affordable housing. The program also includes an extensive public outreach effort.



Jia Li, AICP

Community Planner / Urban Designer

Jia is a community planner specializing in incorporating design into public and private planning efforts. Jia 's experience includes a range of projects: downtown master planning, community based urban redevelopment plans, urban design, and public policy initiatives. In addition, she has excellent hand and computer graphic skills that aid in communicating ideas and concepts.

Prior to joining TSW in Fall of 2006, Jia worked with the City of Atlanta as a senior planner, where she managed a variety of city-sponsored plans. Since joining TSW, she has built on this experience to successfully lead all facets of both public and private planning efforts.

Education:
2004 Master of City and Regional Planning Georgia Institute of Technology

2002 Master of Science in City Planning and Design, Tianjin University

1999 Bachelor of City Planning and Design, Tianjin University

Professional Status:
- American Institute of Certified Planners

Professional Affiliations:
- American Planning Association

Awards:
- 2013 GPA Outstanding Planning Document: Augusta Sustainable Development Implementation Program
- 2020 Urban Guild Awards Design Excellence: Las Catalinas Beachtown

TSW

Representative Projects:

Urban Growth Master Plan (Lexington, KY) - Project Planner for developing a framework for future development for the upcoming expansion of Lexington's Urban Service Area. The project includes an extensive public and stakeholder engagement process to direct strategies and methods to guide sustainable and equitable development.

Robson Ranch Master Plan (Tulsa, Broken Arrow, and Fair Oaks, OK) - Project Planner for master planning effort that includes 12,000 acres across three municipalities. Process began with an update to Fair Oak's Comprehensive Plan (also completed by TSW), market study to determine viability, and detailed planning for 7,000 acres, the core of the ranch property.

JLL Commercial and Industrial Site Planning (Atlanta, GA) – Project Planner for creation of conceptual site plans for ten vacant/available industrial and commercial sites that provide real estate company JLL with visioning and marketing material for the sites.

City of Sandy Springs North End Design Redevelopment Concepts (Sandy Springs, GA) - Urban Designer/Project Planner support for different scenarios of redevelopment concept plans for four underutilized redevelopment sites.

Augusta Sustainable Development Implementation Program (Augusta, GA) - Project Planner and Urban Designer for HUD sponsored corridor revitalization plan focused on multi-modal transportation, urban design, and affordable housing. The plan created a detailed plan and implementation program for a cluster of transit-oriented development neighborhoods along the corridor.

Doraville Livable Centers Initiative Study (Doraville, GA) - Project Planner for a community based, economically viable plan for downtown area and former GM site design. The project was based on an extensive public participation process, established a framework for guiding redevelopment within a network of blocks and public spaces with a flexible program of uses and densities.

E. Kenosha Corridor Study (Broken Arrow, OK) - Project Planner for 3,500 acres study area to look at development patterns, vehicular and pedestrian connectivity, and environmental constraints throughout the study area, and create design standards and guidelines to guide future growth and development.



Christopher Myers

Planner / Code Specialist

Christopher, an Associate at TSW, has more than 10 years of experience as a planner, administering development regulations and consulting with municipal clients on analyzing, amending, and rewriting zoning ordinances and design guidelines. His planning work focuses on building a more equitable, healthy, and prosperous world, helping clients and clients' constituents make their vision reality. He has extensive experience writing and organizing technical documents in a user-focused fashion while building trust and a collaborative spirit among clients and their constituents.

Education:
2014 Master of Science in Historic Preservation
Ball State University

2013 Bachelor of Urban Planning and Development
Ball State University

Professional Affiliations:
- American Planning Association

Awards:
- 2021 American Planning Association Kentucky Chapter Outstanding Project Award for City of Covington's Neighborhood Development Code

Work Experience:

Prior to joining TSW, Christopher was a project manager and code specialist with ZoneCo, a zoning and historic preservation administrator with the City of Covington, KY, and a senior planner and preservation planner with the City of Indianapolis, IN.

Representative Projects:

Robson Ranch Master Plan (Tulsa, Broken Arrow, and Fair Oaks, OK) - Project Planner for master planning effort that includes 12,000 acres across three municipalities. Process began with an update to Fair Oak's Comprehensive Plan (also completed by TSW), market study to determine viability, and detailed planning for 7,000 acres, the core of the ranch property.

Hochatown Zoning Ordinance - Ongoing (Hochatown, OK) - Project Manager and Lead Code Writer for crafting Hochatown's first zoning ordinance. This project includes best practices training for the Town's planning commission and an in-depth site survey to assess as-built conditions.

City of Twinsburg Zoning Ordinance* (Twinsburg, OH) - Project Manager for rewriting the zoning ordinance and reorganizing related pieces of the City's code of ordinances. This project included extensive public engagement and a diagnostic analysis of the client's existing development ordinances.

Marysville Sign Ordinance* (Marysville, OH) - Project Manager and Graphic Designer for creating a new set of sign standards that is content neutral and easy to administer. The project included refining drafts based on engagement with business and property owners. This project included testing for various signage scenarios to ensure desired outcomes.

Statesboro Unified Development Ordinance* (Statesboro, GA) - Lead Code Writer with a subconsultant team to create a unified set of development standards that supports increased housing options, among other objectives from the City's Comprehensive Plan. This project included in-depth draft reviews with the client's code administrators.

Orange Township Zoning Resolution* (Orange Township/Columbus Metro, OH) - Project Manager for creating a replacement zoning resolution to meet the goals of *Planning Orange, A Community for Everyone* (Comprehensive Plan).

* Completed while with another firm



Bryan Bays, PLA

Lead Landscape Architect / Parks + Trails Specialist

For more than 25 years Bryan has focused on managing and delivering sustainable award-winning projects in the United States and abroad. He is an experienced Landscape Architect who has successfully led multidisciplinary design teams on complicated public and private projects. Bryan has led public workshops, conducted public information meetings, and has extensive experience working with stakeholder groups and City governments to help them understand their vision and achieve their goals. Bryan is a leader in sustainability, often exceeding project goals for water resources management, connectivity, preservation of open space, and project budget.

Prior to joining TSW in 2013, Bryan worked at EDAW and then AECOM as a Landscape Architect and Practice Leader, and now serves as TSW's Director of Landscape Architecture.

Education:
1998 Bachelor of Science in Landscape Architecture
Purdue University

Professional Status:
- Professional Landscape Architect: AL, AR, GA, IN, KY, NC, OK

Professional Affiliations:
- American Society of Landscape Architects

Representative Projects:

Crestwood Connection Plan (Crestwood, KY) - Project Manager for pedestrian connection plan to improve pedestrian connectivity and pedestrian safety with infrastructure enhancements and additions.

Vision Buffalo Bayou (Houston, TX) - Project Manager and Designer for the master planning and concept development of 32-mile long corridor along the Buffalo Bayou and Greens Bayou in Houston while with another firm. This two year study included streambank assessment, public involvement, steering committee input, planning of pedestrian connectivity improvements, parks and open space areas, and flood mitigation features such as low impact development and water quality improvements.

Oldham Interurban Greenway (Oldham County, KY) - Project Manager for planning, design, and construction documents for an 8 mile greenway retracing a historic interurban train route.

Lenox Park Corporate Campus (Brookhaven, GA) - Lead designer for master plan and design of a 15 acre exterior revamp of the ATT campus at Lenox Park. Work included development of new F+B building, on structure landscape and hardscape improvements, outdoor meeting areas, activity areas, and fitness equipment.

One GlenLake (Sandy Springs, GA) - Project Manager for existing office building site. Site design included a flexible use ADA-compliant artificial turf lawn, a large shade structure with globe string lighting, concrete and ipe wood slat plinth seat walls, an on-grade ipe wood deck with a fire pit lounge, permeable paver plazas, and sunken rain gardens.

Sorenson Molecular Biotechnology Commons (Salt Lake City, UT) - Project Manager for landscape architecture design services and construction administration for two LEED Gold research facilities. Unique elements included an extensive system of native bio detention areas to treat stormwater runoff, public gathering spaces, and outdoor teaching spaces.

PES
Partners for
Economic Solutions

"Bringing private real estate expertise to the public sector to support successful public/ private development."

47 Years of Experience

Master of Public Policy, University of Michigan

Member Affiliations:
- *Lambda Alpha International*
- *Urban Land Institute*
- *American Planning Association*

Volunteer Service:
- *ULI Advisory Panels in Little Rock, AR, Paterson, NJ, Albuquerque, NM, Salem, OR, Oklahoma City, OK, Detroit, MI and El Paso, TX*
- *US 29 Bus Rapid Transit Citizens Advisory Committee*

Anita Morrison, Principal

Anita Morrison founded Partners for Economic Solutions after more than 30 years of economic and development consulting. During her career, Anita has specialized in public/private partnerships, real estate advisory services, redevelopment strategies and economic impact analysis. From large cities to small towns, she applies her understanding of real estate economic fundamentals to questions of development, redevelopment and smart growth. She helps decision makers and the community to understand how economics and land planning interact. Anita is adept at incorporating these economic realities into workable solutions.

Anita drafted the industrial land transformation strategy for the District of Columbia's Ward 5, evaluating trends in Production, Distribution and Repair (PDR) employment and business development and the regional real estate market. She worked with District government agencies, the community and other stakeholders to address the need to protect properties for long-term industrial use and the need to buffer those uses from nearby residential neighborhoods. Strategies encompassed a wide variety of approaches for zoning and regulation, business advocacy, environmental stewardship, workforce development, economic development, business finance and assistance, marketing and branding, nuisance uses, industrial building reuse, place making, infrastructure and municipal uses.

Anita prepared a market analysis and economic development strategy for Four Mile Run Valley in Arlington, VA. This cluster of older industrial facilities served industrial uses that otherwise have been squeezed out of this suburban county. She highlighted the importance of accommodating industrial and heavy service uses in locations easily accessed by local residents and explored opportunities to help meet the County's need for additional industrial lands for its maintenance equipment, school bus storage and other back-of-house municipal functions.

For Montgomery County Planning Department, she analyzed industrial land use trends, identified issues and recommended strategies to ensure that the county retains a solid base of service providers and other users of industrial land. In a major strategy for the City of Baltimore, she developed a systematic

PES Partners for Economic Solutions

approach to deciding whether an industrial property should be retained in industrial uses or allowed to transition to other uses. This strategy built upon an in-depth review of specific properties throughout the city, considering market demand, fiscal impacts and the ability of the sites to compete for modern industrial development.

Anita has extensive experience in identifying tools and testing the potential for project and infrastructure financing. For Lexington-Fayette Urban County Government, she led the analysis of alternative funding mechanisms and developed a detailed fiscal impact model to test the impacts of expansion of the Urban Services Area as part of the Urban Growth Master Plan. Anita explored multiple funding tools for the New York Avenue corridor redevelopment in Washington, DC and roadway construction and maintenance for Prince George's County, MD. She also has particular expertise in tax increment financing (TIF) for infrastructure and public amenities.

In her economic development practice, Anita focuses on entrepreneurial economies and technology-driven opportunities. She helps communities build from the ground up, using local talent and resources to create a sustainable economy not dependent on attraction of industry from outside the area. She helped develop program guidelines and legislation for the Michigan Economic Development Corporation's SmartZones program that emphasizes collaborations between the state's universities and cities. Anita has evaluated market potentials and recommended development strategies for more than a dozen research and technology parks, including the Colorado Science+Technology Park at Fitzsimons, the University Research Park in Madison, WI, the Virginia Biotechnology Research Park and research campus development at the University of Colorado at Colorado Springs.

In all her work, practical implementation strategies tap available resources and forge collaborations and partnerships to achieve a common vision and joint goals.

PES
Partners for
Economic Solutions

"Working with clients to understand their unique circumstances and applying lessons learned from comparable projects to move forward."

27 Years of Experience

University of Maryland
Masters in Real Estate Development
Adjunct Professor of Market Analysis for Real Property Development

Master of Business Administration, Loyola College

Member Affiliations:
Lambda Alpha International
Urban Land Institute

Volunteer Service:
ULI Advisory Panel in Buffalo, NY for adaptive reuse of a historic hospital site
ULI Advisory Panel in St. Louis County, MO for the redevelopment of Jamestown Mall
ULI Advisory Panel in Baltimore, MD for westside revitalization

Homeless Shelter services

Abigail Ferretti, Principal

As a founding principal of the firm, Abigail Ferretti focuses on managing the firm's urban practice with an emphasis on revitalizing older communities. In all her work, she dedicates herself to finding the best available data that accurately portray current and potential development. She uses GIS extensively to inform the analyses of existing conditions, competitive projects and opportunities for new development. This relentless pursuit of actual data to build sound conclusions serves as a guiding principle for all PES projects.

Abigail teaches market analysis in the Masters of Real Estate Development program at the University of Maryland. For the Urban Growth Master Plan in Lexington, KY, she analyzed market support for urban expansion areas.

In preparing the Ward 5 Industrial Land Transformation Plan for the District of Columbia, she interviewed a wide variety of small businesses, industrial brokers and developers to understand the shifting dynamics of the market, particularly as they relate to the Ward's competition with neighboring Prince George's County. Abigail also worked extensively with the Department of Public Works and other District agencies in developing a concept for a shared campus for vehicle maintenance, equipment storage and office space as well as complementary community facilities.

Working with the City of Baltimore while with another firm, she evaluated the city's varied industrial sites and helped prepare policies for future zoning of industrial land.

Abigail prepared a detailed review of potential funding mechanisms for transportation improvements in Prince George's County. She analyzed the tools used in Maryland and other jurisdictions to fund construction and long-term maintenance. That analysis included review of State law authorizing or constraining their use in Maryland.

She works closely with stakeholders to understand their views, interests, concerns and resources so as to forge consensus on the plan and the implementation strategies. She is particularly skilled in helping community members and other stakeholders to understand market opportunities and constraints so that the plans are market-based and realistic.



Matthew McLaren, P.E.

Senior Civil Engineer | Gresham Smith

With a diverse background in all aspects of site civil engineering, Matt is an asset to any project. He excels in site design, stormwater analysis and design, green infrastructure and low-impact development principals, grading, and erosion prevention and sediment control plan design. Matt is also a proven leader engaging in both mentorship and project team management to convey engineering topics to the public, elected officials and design professionals. He hopes that his input will help each project be the best in terms of profitability, sustainability, and design.

Years of Experience
20

Education
Bachelor of Civil Engineering, Civil Engineering, University of Kentucky
Master of Science, Civil Engineering, University of Kentucky

Registrations
Professional Engineer: FL, GA, KY, NC, TN

Relevant Projects

LFUCG, Legacy Business Park Site Design, Lexington, KY

LFUCG, Coldstream Industrial Campus Master Plan, Lexington, KY

Continental AG - Brake Manufacturing Plant Site Design, Morganton, NC

LGES/Honda - New Li Ion Battery Plant (Project Hi-Light), Jeffersonville, OH

NextStar - New Battery Manufacturing Plant, Windsor, Canada

Ultium Cells - New Lithium-Ion Battery Manufacturing Plant Phase 1, Warren, OH

Procter & Gamble - Project Eligo Site Design, Corinne, Utah

LFUCG - Urban Growth Management Master Plan, Lexington, KY



Erin Masterson, PLA, ASLA

Senior Landscape Architect | Gresham Smith

As a project manager and senior landscape architect, Erin's work spans master planning, streetscapes, parks, campus design, commercial development, stormwater incentive grants, corridor planning and she led construction administration for Town Branch Commons. She excels at leading multidisciplinary teams on complex projects including Legacy Business Park, transforming a 200-acre site from master plan to design, engineering and permitting with a construction budget of $18 million and Kelley's Landing Park master plan, a 30-acre site with floodplain complexities.

Years of Experience
16

Education
Bachelor of Science, Landscape Architecture, University of Kentucky
Master Degree, Business of Art and Design, Maryland Institute College of Art

Registrations
Landscape Architect: KY

Relevant Projects

LFUCG, Legacy Business Park Site Design, Lexington, KY

LFUCG, Coldstream Industrial Campus Master Plan, Lexington, KY

LFUCG - Urban Growth Management Master Plan, Lexington, KY

LFUCG - Town Branch Commons, Lexington, KY

LFUCG - Splash! At Charles Young Park, Lexington, KY

LFUCG - NE New Circle Road Corridor Plan, Lexington, KY

Fund for Greater Lexington - Kelley's Landing Master Plan, Lexington, KY

Louisville Metro Advanced Planning and Sustainability - Broadway All the Way Master Plan, Louisville, KY

Gresham Smith



Andrew Walls, P.E.

Civil Engineer | Gresham Smith

Andrew brings years of diverse civil engineering experience across large-scale commercial, residential and industrial projects. His expertise includes working with local jurisdictions and stakeholders throughout permitting and design review processes. His technical experience includes floodplain modeling and stormwater design calculations. As a resident of Lexington he understands the community aspects of the project as much as the technical engineering approach and will use his skills, perspective and experience to help make this project successful.

Years of Experience
8

Education
Bachelor of Science, Civil Engineering, Georgia Institute of Technology

Registrations
Professional Engineer: KY, TN, IN, VA

Relevant Projects

LFUCG, Legacy Business Park Site Design, Lexington, KY

Integra Land Company - I-24 PUD Infrastructure, Nashville, TN

Applied Materials, Inc - Project Rnage, Lynchburg, VA

Blue Bell Creameries - Distribution Facility, St. Peters, MO

LGES/Honda - New Li Ion Battery Plant (Project Hi-Light), Jeffersonville, OH

LOUMED - Chestnut Street, Louisville, KY



Andrea Cull, P.E.

Transportation Engineer | Gresham Smith

Andrea takes a holistic approach to roadway design as she believes working on all aspects of the process produces a better product. She has completed multiple traffic impact studies as well as traffic modeling for Louisville and Lexington. She has also completed signal plans and lighting photometrics to meet municipal and KYTC standards. She enjoys being able to employ her creativity and problem-solving skills to complex roadway and traffic designs.

Years of Experience
12

Education
Bachelor of Science, Civil Engineering, University of Kentucky
Master of Science, Civil Engineering, University of Kentucky

Registrations
Professional Engineer: KY

Relevant Projects

LFUCG, Legacy Business Park Site Design, Lexington, KY

LFUCG - Urban Growth Management Master Plan, Lexington, KY

LFUCG - Town Branch Commons, Lexington, KY

LFUCG - NE New Circle Road Corridor Plan, Lexington, KY

Louisville Metro Advanced Planning and Sustainability - Broadway All the Way Master Plan, Louisville, KY

City of Danville - Main Street Streetscape, Danville, KY

KYTC - Statewide HSIP - Louisville Main Street 2-Way Conversion Analysis

Gresham Smith

YARD & CO.



JOE NICKOL, LEED AP

CO-FOUNDER & PRINCIPAL,
DEVELOPMENT TEAM LEAD

From **Coeur D'Alene, ID**

Lives in **Bellevue, KY**

Studied at **University of Notre Dame, B-ARCH**

PROJECT EXPERIENCE

- West Lou Master Plan - Louisville, KY
- MLK-i - Cincinnati, OH
- West End Master Plan - St. Louis, MO
- The Generator at Electric Works, Fort Wayne, IN
- City Market Master Plan - Indianapolis, IN
- Railroad District Master Plan - Norfolk, VA
- Ottawa Master Plan, Ottawa, OH
- Loveland Master Plan, Loveland, OH

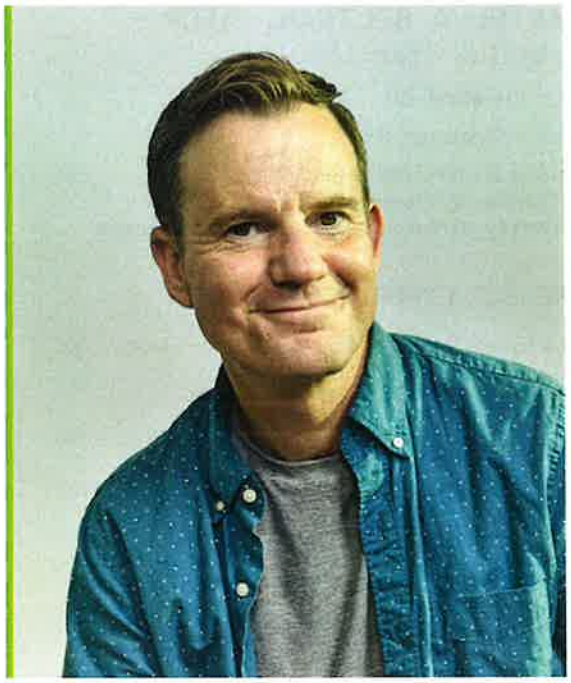
Joe has 20 years of experience in urban design, architecture, and real estate development. He has led projects for public and private clients globally, ranging from pop-up initiatives to billion-dollar developments.

A product of the 80s and 90s in a small, Pacific Northwest resort town, Joe's journey has since brought him to South Bend, Indiana, Rome, Italy, and Pittsburgh, Pennsylvania, before settling in Cincinnati. At each step of the way, he has become ever more engrossed in the power of walkable neighborhoods and his tireless curiosity for the way people live drives his work with clients to build great places.

Joe graduated summa cum laude from the University of Notre Dame with a Bachelor's degree in Architecture. His twenty years of professional experience includes studio director at Urban Design Associates and Director of Development Strategy for MKSK. He has led the master planning for some of the nation's most successful district development and revitalization projects with work in over twenty-five states and seven countries. His work has been featured in the New York Times, Wall Street Journal, 99% Invisible, and has won several Congress for New Urbanism design awards. He wrote the *Neighborhood Playbook* in 2016 and founded YARD & Co. with Kevin Wright in 2018.

Joe is a former Main Street Board Member, a co-founder of CNU-Midwest, and a frequent contributor to Public Square, Planetizen, and Strong Towns. He is a frequent lecturer on the interrelationship of cities, mental health, tech, human-scaled design, and economics. He lives with his wife, Erica, and three boys in an old house he cannot stop working on in Bellevue, Kentucky.

YARD & CO.



KEVIN WRIGHT

CO-FOUNDER & PRINCIPAL,
OPERATIONS TEAM LEAD

From **Springfield, MO**

Lives in **Bellevue, KY**

Studied at **University of Cincinnati, Masters of Community Planning** and **Missouri State University, Bachelor of Arts, Journalism**

PROJECT EXPERIENCE

- The Generator at Electric Works - Fort Wayne, IN
- MLK-i - Cincinnati, OH
- West Lou Master Plan - Louisville, KY
- West End Master Plan - St. Louis, MO
- Railroad District Master Plan - Norfolk, VA
- Walnut Hills Redevelopment Foundation Executive Director - Cincinnati, OH

Kevin is a leader in community development, economic and real estate development finance, planning, and placemaking.

Kevin grew up in southern Missouri and graduated with a degree in journalism from Missouri State University. His work in broadcast journalism took him around the Midwest and ultimately brought him to Cincinnati. It was in Cincinnati where he bridged his two passions of storytelling and community development. His work as Executive Director of the Walnut Hills Redevelopment Foundation (WHRF) from 2011-2018 was where he first began utilizing his diverse background in storytelling and community planning to help a struggling organization grow and eventually spearhead over $60 million in mixed-use development between the University of Cincinnati and Downtown. These projects included several public and private partners and a diverse set of public financing tools such as Tax Increment Financing, public loans/grants, and Historic Tax Credits. Since co-founding Yard & Company, Kevin has led teams in the creation and implementation of dozens of projects ranging from small and large-scale placemaking projects to downtown master plans.

Kevin received a Master's Degree in Community Planning from the University of Cincinnati with a specialization in urban real estate and neighborhood development.

YARD & CO.



DANIELLA BELTRAN, AICP

PLANNING TEAM LEAD

From **Cleveland, OH**

Lives in **Cincinnati, OH**

Studied at **University of Cincinnati, Master of Community Planning** and **The Ohio State University, Bachelor of Science and Architecture**

PROJECT EXPERIENCE

- weCollab Resident-Led Master Plan - St. Louis, MO
- West Lou Master Plan - Louisville, KY
- GO Ottawa Strategic Investment Plan - Ottawa, OH
- Montgomery Comprehensive Plan - Montgomery, OH
- Carmel Comprehensive Plan - Carmel, IN
- Huber Heights Comprehensive Plan - Huber Heights, OH

Daniella is passionate about working with communities on growth strategies that foster physical and social connectivity, equity and joy for all who live in and care for those places.

For ten years, Daniella has utilized planning and design tools paired with community engagement to discover and implement policy, development, transportation and infrastructure solutions with communities. As an urban planner with Yard & Company responsible for place-based data analysis, idea testing and communication, and planning and design recommendations, she is involved in a wide range of project types from short-term, tactical interventions to long-range comprehensive plans. Project experience also includes corridor and district development planning, multi-modal and streetscape infrastructure improvements, zoning code updates, and site design work.

Daniella is active in her community as a recent addition to the City of Cincinnati Planning Commission, along with roles including Secretary/Treasurer for the Cincinnati American Planning Association (APA) board, Management Committee member with the Urban Land Institute (ULI) Cincinnati chapter, and as Board Vice Chair for the Over-the-Rhine Museum. Daniella earned a B.S. in Architecture from The Ohio State University and a Master of Community Planning degree from the University of Cincinnati. In 2017, Daniella published her thesis research on the Commercial Evolution in Over-the-Rhine, Cincinnati, OH.

YARD & CO.



ANDRE JOHNSON, CNU-A
URBAN DESIGNER

From **Cincinnati, OH**

Lives in **Cincinnati, OH**

Studied at **University of Cincinnati, Bachelor of Urban Planning**

PROJECT EXPERIENCE

- weCollab Resident-Led Reinvestment Plan - St. Louis, MO
- The New West Lou Economy - West Louisville, KY
- Downtown Kalamazoo Plan - Kalamazoo, MI
- GO Ottawa Strategic Investment Plan - Ottawa, OH
- Railroad District Strategic Plan - Norfolk, VA
- Carmel Comprehensive Plan - Carmel, IN
- Indianapolis City Market - Indianapolis, IN

Andre is motivated by pairing thoughtful urban planning and design with effective visual communication to create places that tell stories, foster connections, and enrich lives.

His expertise spans a broad spectrum of urban planning and design projects, ranging from tactical urbanism interventions that breathe new life into underutilized spaces to comprehensive plans that shape the future of entire neighborhoods. Whether revitalizing a neglected streetscape, reimagining a transportation corridor, or envisioning a new Traditional Neighborhood Development, Andre approaches each challenge with creativity, sensitivity, and a commitment to sustainable solutions.

Photography and graphic design play a crucial role in Andre's design process. He uses his photography skills to document the unique character of places, capturing the dynamic relationship between people, buildings, and the surrounding environment. His graphic design skills enable him to translate complex ideas into compelling visuals, making the planning process accessible and engaging for everyone involved.

Andre's dedication to community-centered design is evident in his ability to bridge the gap between planners and residents. He excels at communicating complex concepts in clear and accessible language, empowering community members to actively participate in shaping their own neighborhoods.

An active member of the Congress for New Urbanism, Andre remains committed to advancing the principles of walkable, mixed-use, and sustainable development. He holds a B.S. in Urban Planning from the University of Cincinnati.



CHUCK SEXTON
CEO & FOUNDER
chuck@strategiclocation.us
270.832.5990

Chuck Sexton has been in professional work for 25 years with experience in Economic Development, Site Selection, and Strategic Planning. On the local and regional levels, Chuck has led international recruitment and marketing efforts, entrepreneurial programs, business retention/expansion programs, rural development strategies, downtown development, and much more. He has been Chair of multiple economic development boards on the local, state, and national levels. During his career, Chuck has been directly involved in projects that spurred the creation of 8,000 new jobs and over $4 Billion in Private Investment. Chuck is a graduate of Oklahoma University's Economic Development Institute, was named a "Top-40 Under 40" Economic Developer by DCI, and an Under 50 to Watch by Southern Business & Development. Sexton most recently led Next Move Group, a national site selection and economic development consulting firm, to record revenues as CEO before founding Strategic Location Advisors, LLC.

EXPERTISE:

- Site Selection & Incentives Negotiation
- Target Industry Recruitment
- Market Analysis
- Business Retention & Expansion
- Entrepreneurship & Small Business Development
- Foreign Direct Investment Strategies
- Economic Research & Analysis
- Workforce Development
- Industrial Site Development
- Organizational Processes & Development
- Budget and Financial Planning/Analysis
- Organizational Fundraising
- Infrastructure Development and Grant Funding



IVY STANLEY
VICE PRESIDENT
ivy@strategiclocation.us
270.766.7196

Ivy Stanley began her career running economic and community development for a rural Kentucky community. Her role was to lead the implementation of a comprehensive strategic plan for community development, tourism, parks/recreation, entertainment, and infrastructure. Stanley then spent three years working with the 5-star accredited Bowling Green (Kentucky) Area Chamber of Commerce leading Economic Development Marketing. She spent 4 years as Director of Regional Development for a multi-county non-profit before joining national site selection and economic development consulting firm Next Move Group as Chief Operations Officer for two years. Stanley is a two-time graduate of Western Kentucky University as well as the University of Oklahoma's Economic Development Institute. As Vice President of Strategic Location Advisors, LLC, Ivy uses her well-rounded expertise to co-lead our client work in Economic Development and Site Selection. She also has extensive experience in winning local, state, and federal grants.

EXPERTISE:

- Marketing Development & Deployment
- Economic Research & Analysis
- Economic Development & Chamber Operations
- Organizational Processes & Development
- Talent Attraction Strategies
- Grant Writing & Administration
- Workforce Development
- Housing Needs Analysis & Strategies
- Local Government Statutes & Requirements
- Parks & Recreation Administration/ Development

SECTION 3:

Project Understanding

The TSW Team's Understanding of the Blue Sky Small Area Plan's Goals

Our Team understands that the LFUCG seeks a comprehensive Small Area Plan (SAP) for the Blue Sky area to guide its future industrial development, ensuring alignment with the community's economic, environmental, and infrastructure goals. As part of the recent expansion of Lexington-Fayette County's Urban Service Area (USA), Blue Sky presents unique challenges and opportunities. With its industrial zoning, existing infrastructure constraints, and pivotal location off Athens Boonesboro Road and I-75, our plan must address various complex elements.

We recognize the following key factors that will shape the project:

1. **Strategic Development Goals**
   - The project must create a cohesive spatial framework that supports industrial land-use intensification while building consensus among existing users and stakeholders.
   - It should reflect and align with the pillars of the *Imagine Lexington 2045 Comprehensive Plan* and the *Urban Growth Master Plan* (UGMP).

2. **Infrastructure Constraints and Needs**
   - Sanitary sewer capacity is limited and will require improvements to accommodate projected industrial growth.
   - Transportation infrastructure must be enhanced for multimodal access, particularly connections to the new neighborhoods within the areas of growth, and improved freight movement, necessitating collaboration with the Kentucky Transportation Cabinet (KYTC) to align with Lexington's Complete Streets policy.

3. **Community and Stakeholder Engagement**
   - Public and stakeholder engagement is central to ensuring that community needs are addressed. We understand the importance of transparent communication

The Background on Blue Sky

The Blue Sky Rural Activity Center is located at the intersection of Athens Boonesboro Road and I-75, and forms the southern gateway to Lexington-Fayette County, Kentucky:

- **Blue Sky's Rural History**: Historically part of the Rural Land Management Plan (RLMP), the Blue Sky area was one of four designated rural activity centers in the county, creating pockets of development outside of the Urban Service Area. The area has subsequently been used for light industrial and commercial uses, though much of the land was used as surface car lots.
- **Urban Expansion**: In 2024, Blue Sky was moved from a rural activity center to an area of growth as part of the expanded Urban Service Area in the Urban Growth Master Plan. This change marked the area for significant industrial and economic redevelopment, but planning was put off for the 301 acres as part of the future Blue Sky Small Area Plan.
- **Industrial Zoning Dominance**: The site consists of 301 acres, with most of the 113 parcels zoned as Light Industrial (I-1), Corridor Business (B-3), or Professional Office (P-1). The area also includes gas stations, restaurants, hotels, and other commercial uses, a few of which are known factors hindering redevelopment.
- **Sewer and Infrastructure Constraints**: Blue Sky's sewer system, originally private, was connected to the municipal system in 2011. However, capacity issues remain, necessitating improvements for future industrial intensification.
- **Limited Transportation Access**: The area is currently accessible only by a two-lane state highway (KY 418), with no bicycle, pedestrian, or public transit provisions save for those planned under the UGMP. Improvements to the I-75 / Athens Boonesboro Road interchange are critical for safety and connectivity.

Development Vision
With its strategic location and industrial zoning, Blue Sky is envisioned as a modern industrial park that aligns with Lexington's economic development needs, emphasizing sustainable practices, community engagement, and infrastructure upgrades.

to achieve community buy-in and consensus for future development. This area in particular will have a multitude of stakeholders from property owners, business owners and employees, users, developers, neighboring parcel owners, along with interested community members.

4. **Environmental and Sustainable Development**
   - The SAP must integrate modern industrial park environmental practices, including renewable energy, sustainable building designs, and waste management improvements.
   - We must identify and preserve environmentally sensitive areas and propose innovative green infrastructure solutions.

5. **Catalytic Sites and Land Use Flexibility**
   - Developing conceptual plans for catalytic sites within Blue Sky will help stimulate economic development and provide a blueprint for mixed-use flexibility in the area.
   - Clear land-use guidelines and adaptive zoning ordinances will be necessary to reflect the evolving needs of Lexington's industrial economy.

What Makes the TSW Team Unique

Between the combined experience of each of our partners, our track record on recent LFUCG projects, and our in-depth knowledge of the area, the **TSW Team** is uniquely qualified to work on the SAP. The success of the UGMP to work hand-in-hand with the City speaks for itself – to provide a sustainable and equitable land use and transportation spatial framework that supports transit and creates walkable and bike-friendly urban centers, with the matching regulatory elements, on time, and with the full support of Planning Commission. We have brought back together many of the original members of that team, **Gresham Smith** and **Partners for Economic Solutions**, while including **Yard & Co.** and **Strategic Location Advisors**, who will bring specific placemaking and economic development viewpoints to a site with its own unique set of challenges.

TSW is a nationally renowned planning and urban design firm with more than 35 years of expertise in large-scale community development across the South. While the firm's presence is still relatively new to the state of Kentucky, Samantha Castro, the Lexington office lead has been working on projects for LFUCG for well over a decade, first on the private sector side, and then as a member of the Division of Planning's Long Range Planning team. Her understanding of the local planning process is unparalleled, having had an integral role on the most recent set of three Small Area Plans, as project manager for the Imagine New Circle Road study, and as a key team member for *Imagine Lexington 2045*, not to mention her lead on the creation of the Division of Planning's Public Engagement Toolkit (PET) and the Development Handbook. Samantha's successful use of the Steering Committee from the PET project should have the same collaborative goals as the Advisory Committee for this project. Samantha is also on the team for the Complete Streets Design Manual, which will allow for a seamless overlap of ideas and principles from that project to this.

TSW brings expertise in land planning and development particularly in the creation of major employment centers. Our work in Sapulpa, Oklahoma, on the Project Edge Master Plan stressed the importance of market analysis, stakeholder outreach, and identity creation to form a blueprint for growth and development long-term for developers and city staff alike to follow. TSW has extensive experience in visioning and visual marketing, similar to the work performed for JLL for industrial sites around Hartsfield-Jackson International Airport and for the Muscogee Nation Industrial Park Master Plan.

TSW is unique among planning firms in our ability to take the visioning and the land use and spatial planning and match a community's regulations to ensure the long-term viability of the plan. The UGMP was a good example of looking at a holistic approach to the City's zoning code and subdivision regulations to future proof our concepts.

Gresham Smith highlights a breadth of local expertise, from Town Branch Commons, the upcoming Phoenix Park, and the Imagine New Circle Road project, to an understanding of the private development process. The large-scale master plan they prepared for Coldstream's 'Legacy Business Park' and the work they continue to do in that area, showcase their ability to plan for employment centers while preserving and enhancing the environment and open space. Their work on the Lithium-Ion Battery Manufacturing Plan in Spring Hill, Tennessee, included a full engineering and architectural design, commissioning, and wayfinding and branding. Their designers and engineers have decades of experience in shaping major infrastructure projects across the country and throughout the Commonwealth, and they will play an integral role in reviewing existing infrastructure for capacity concerns, developing transportation networks, and analyzing environmental factors. Their work on the UGMP also means that they have a jump on understanding the existing conditions in the area, particularly as it relates to the constraints on existing infrastructure in the Blue Sky RAC.

Partners for Economic Solutions (PES) is a full-service urban economics consulting firm dedicated to fostering sustainable economic vitality and growth in America's neighborhoods, cities, and regions. Working extensively with municipalities, economic development and redevelopment agencies, public/private partnerships, universities, housing authorities and non-profits, PES brings real estate and economics expertise to bear on a wide range of urban development and public policy issues. Their services focus on five primary categories: market-driven analysis; real estate advisory services; economic development and revitalization strategies; impact analysis; and public policy evaluations and strategies. PES has extensive experience with understanding market conditions and economic strategies for industrial centers through their work in Northeast Washington, DC, Prince George's County, Maryland, Baltimore, Maryland, and statewide initiatives in Michigan. With their work on the UGMP, PES has already taken an initial pass at the market analysis and economic feasibility of the area, which will allow them to immediately dive into a more in-depth understanding of the forces that are particular to the 300+ acres under study in this plan.

Additionally, **Gresham Smith** and **PES** are teamed together to work on LFUCG's recently awarded Infrastructure Funding Plan, which allows our team a real-time understanding of how the findings of that plan may overlap with the Blue Sky SAP.

In addition to the market analysis that PES will provide, **Strategic Location Advisors** join our Team. Their experience in helping companies find locations to do business provides a unique perspective in understanding how potential industry leaders identify new locations. Their work throughout the country, and specifically in Kentucky, provides a deeper understanding of the opportunities and constraints of a site like Blue Sky as potential new businesses compare geographies, identify locations that fit their requirements for logistics and labor needs, and the financial implications.

Yard & Co. brings their perspective as designers and planners to work with communities on discovering their 'Personality of Place'. Their unique style of public involvement is both sophisticated and fun with a deep understanding that a plan works well when there are lots of voices at the table, and often that means you have to take that table to the people you most want to hear from. They have worked with numerous communities to build an excitement and a brand around areas of reinvestment because a master plan can only take you so far, particularly when you are working to create and sell a 'Personality'.

Our goal is to bring experts to the table that can generate a plan that elicits the highest and best use of the land, identify the needs for supportive infrastructure, create regulations that help support the vision, speak to the market realities and the opportunities for economic development, and generate not only consensus, but excitement around the future of Blue Sky. Our Team is uniquely positioned for this project due to our extensive experience in urban growth planning, infrastructure analysis, and successful public engagement. We are committed to delivering an SAP that reflects the Blue Sky area's potential and meets LFUCG's vision for a dynamic, sustainable, and economically thriving community.

SECTION 4:

Similar Experience

Recent TSW Project Experience Overview

TSW focuses on designing sustainable, healthy, and vibrant communities through a public engagement process that involves educating, listening, envisioning, and testing. TSW works closely with municipalities, developers, and non-profit organizations to develop large-scale master plans, traditional neighborhood developments, commercial centers, and corridor plans that promote economic activity and growth, encourage sustainable development, complement surrounding neighborhoods and uses, and are community-supported, while focusing on market conditions and transportation impacts. Our range of experience means we are familiar with the breadth of issues important to communities and understand the tools available to make them more livable and economically vibrant places.



Lexington-Fayette Urban County Government Urban Growth Master Plan

Lexington, KY

TSW was retained by the Lexington-Fayette Urban County Government (2023 population: 320,154) to lead a multidisciplinary planning process to develop a framework for future development for the upcoming expansion (approximately 2,833 acres) of Lexington's Urban Service Area. The Urban Service Area limits the spread of sprawl, designating what parcels of land can be developed and receive city services like water and sewer, leaving the remainder of the county as rural, natural, or agricultural lands.

The key tasks of the project include:

- Developing Lexington-specific strategies and methods to guide sustainable and equitable development including the identification and recommendation of practices tailored to the unique characteristics and needs of Lexington.
- Developing a sustainable and equitable transportation and land use spatial framework that supports transit and creates walkable and bike-friendly urban centers and residential districts close to goods, services, and employment opportunities.
- Identifying innovative funding mechanisms for public infrastructure and facilities and provide a comprehensive analysis of the costs associated with construction and maintenance.
- Facilitating public engagement and stakeholder outreach to incorporate community input into the plan development process, ensuring that stakeholder perspectives and priorities are considered.

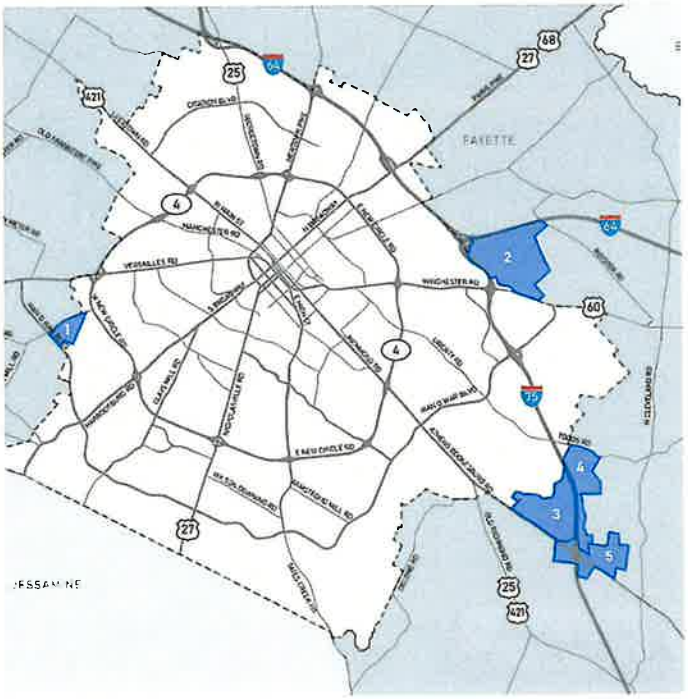
Specific to this effort, Area 5 included parcels within the Blue Sky Regional Activity Center and the Blue Sky Area SAP site. The unique nature of the Blue Sky site, and its ability to create jobs and spur economic development to continue the energy of the UGMP project meant it needed its own study. Some key considerations for the area included pressure for redevelopment from CommerceLex, a heavily used site with organic rather than planned development, and opportunities along site perimeter for expansion into underutilized land.

Involved Personnel

- Caleb Racicot, Planner
- Samantha Castro, Project Manager / Planner
- Jia Li, Community Planner / Urban Designer
- Louis Johnson (Gresham Smith)
- Erin Masterson (Gresham Smith)
- Katie Rowe (Gresham Smith)
- Andrea Cull (Gresham Smith)
- Wayne Hunter (Gresham Smith)
- Anita Morrison (PES)
- Abigail Ferretti (PES)

Reference

Lexington-Fayette Urban County Government
Division of Planning
Contact: Christopher Taylor, Long Range Planning Manager
Phone: 859.258.3160
Email: ctaylor3@lexingtonky.gov



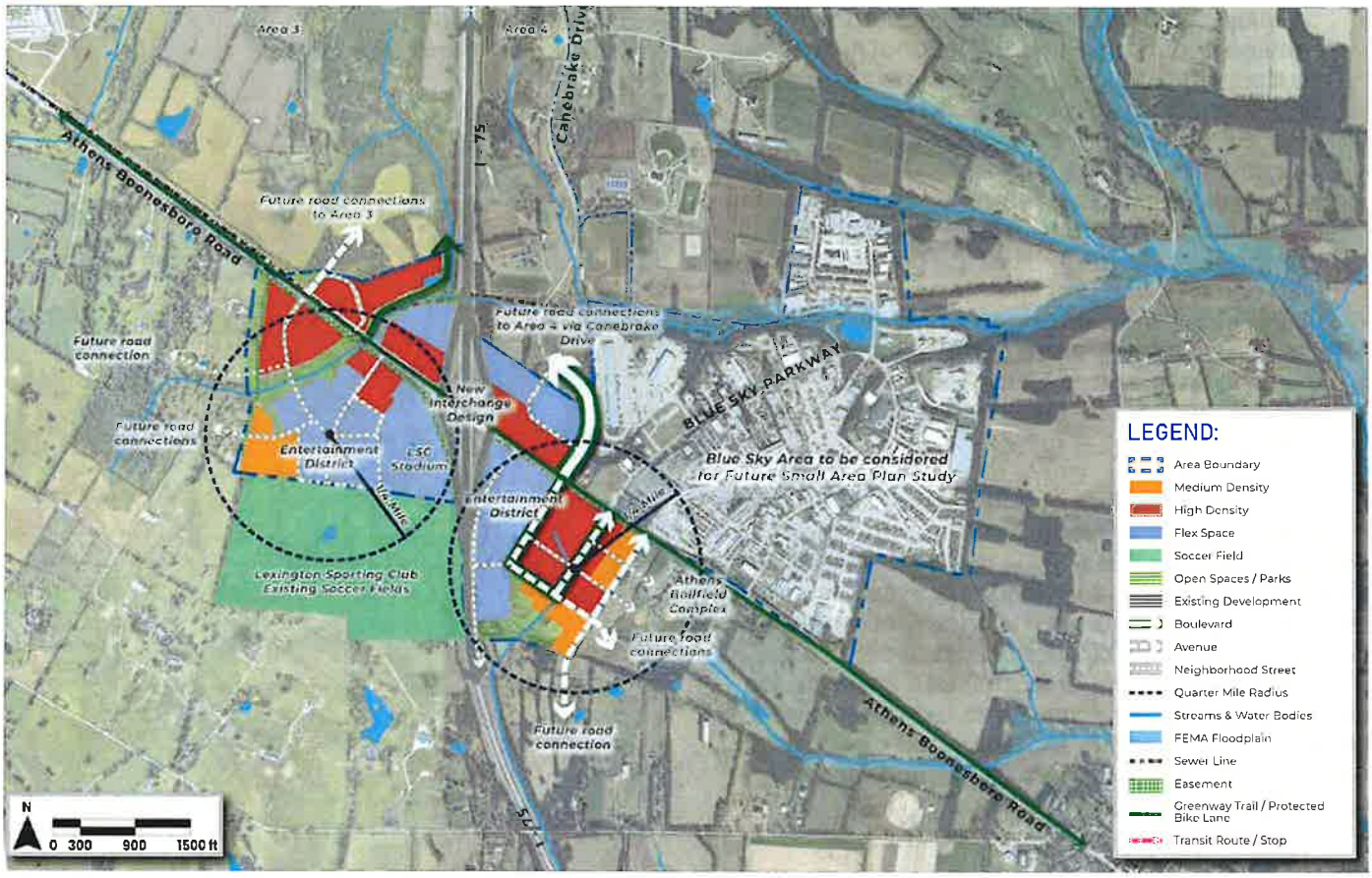
Lexington-Fayette Urban County Government Urban Growth Master Plan

Lexington, KY





Regulating Plan - Area 5



Project Edge Master Plan

Sapulpa, OK

TSW led a multidisciplinary team to develop a master plan and brand strategy for the Town West planning area for the City of Sapulpa, Oklahoma. Through the master planning and branding strategy process, the name "Project Edge" was established to describe this initiative and is a representation of two areas, Sapulpa and Tulsa, coming together. Today, the Project Edge area shows potential to become a regional destination with its recent investment and energy in its industrial employment base, coupled with untapped potential along Historic Route 66 and properties that are not fully developed to their highest potential.

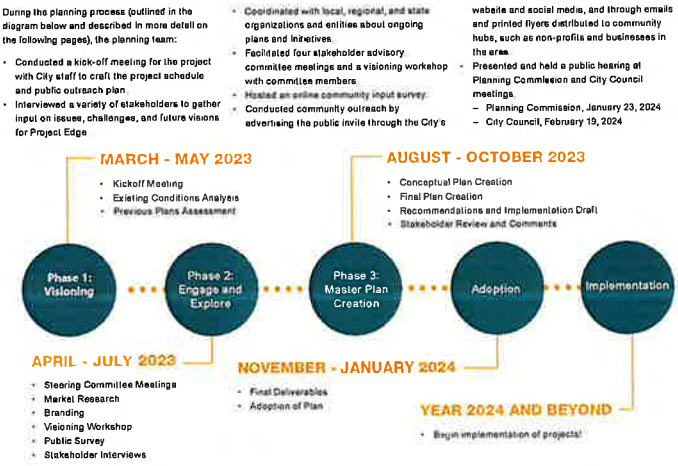
As part of the planning process, the TSW Team conducted an existing conditions analysis that included a market analysis to better understand the primary economic base and market potential; land use and zoning analysis; transportation network, including roadway classifications, traffic counts, parking, ongoing transportation projects, pedestrian and bicycle facilities, public transit; structure inventory; areas of potential change; environmental conditions; and utilities assessment.

Throughout the planning process, TSW engaged the community to hear about opportunities and challenges for the area. Engagement activities included public meetings, a steering committee, visioning workshop, public survey, and stakeholder interviews. Common themes emerged from the process that focused on creating a community gateway, enhancing Route 66, redeveloping underutilized properties, expanding pedestrian and biking options, and improving traffic flow and connectivity.

The Project Edge Master Plan is a comprehensive, long-term blueprint designed to provide guidance for the community, local government, developers, property owners, and non-profit organizations. It is a strategic framework that puts into action strategies, focusing on growth and development, nurturing community culture and character, and bolstering economic vitality. The Master Plan not only articulates a vision shaped by community input but also tailors a strategic approach for future development in the district while aligning them with broader trends in local and metropolitan growth.



THE PLANNING PROCESS



Involved Personnel

- Adam Williamson, Principal-in-Charge / Planner
- Jia Li, Community Planner / Urban Designer

Reference

City of Sapulpa
Nikki Howard, Urban Development Director
424 E. Hobson Avenue, Sapulpa, OK 74066
Phone: 918.248.5917
Email: nhoward@sapulpaok.gov

Project Edge Master Plan

Sapulpa, OK



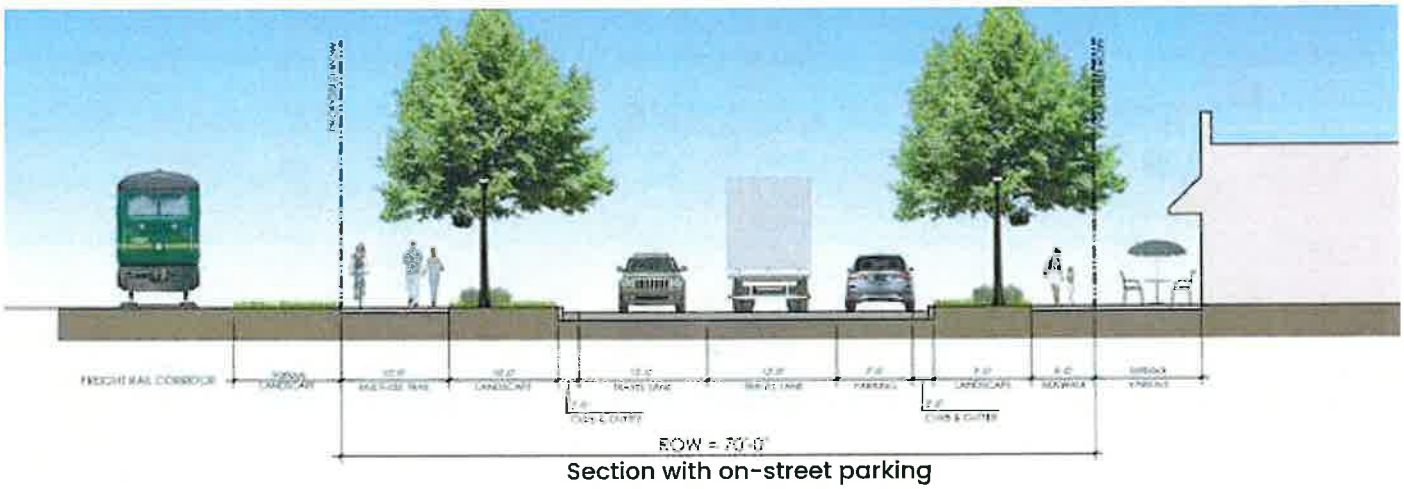




Project Edge Master Plan

Sapulpa, OK

Task #	Implementation Task	Category	Task Leader*	Short-Term	Mid-Term	Long-Term
2	**THRIVING RETAIL AND INDUSTRIAL CORRIDOR**					
2.1	Redevelop vacant and underutilized properties.					
2.1a	Identify priority sites and catalyst projects for infill development and incentivize private investment in the development of these sites.	Initiative, Partnership	ED, Chamber, UD	✓	✓	
2.1b	Leverage acquisition opportunities when properties in the Master Plan study area come up for sale.	Capital Investment	ED, Chamber	Priority	✓	✓
2.1c	Work with non-profit partners to create an information resource to assist residents displaced by redevelopment.	Partnership	UD	✓		
2.1d	New development will submit a sanitary sewer adequate outfall analysis to determine the impact of the project on available sewer capacity as outlined in the City's guidance in effect at the time of development.	Regulations	PW, UD	✓	✓	✓
2.2	Recruit new business and support existing businesses to bring more activity, jobs, and tax dollars to Sapulpa.					
2.2a	Promote trucking-oriented opportunities east of Interstate-44.	Initiative	ED, Chamber	✓	✓	✓
2.2b	Encourage and support convenient neighborhood-serving development, such as grocery stores, corner stores, restaurants and cafes, retail, personal and professional services.	Initiative	ED, Chamber	✓	✓	✓
2.2c	Continue to support industrial development, particularly west of BNSF railroad.	Initiative	ED, Chamber	✓	✓	✓
2.2d	Work with the Chamber of Commerce to advertise commercial spaces that are available to rent or purchase.	Initiative	ED, Chamber	✓	✓	✓



Section with on-street parking

JLL Commercial & Industrial Site Planning

Atlanta, GA

In 2023, TSW was hired by Jones Lang LaSalle (JLL), a global real estate services company, for site planning and visual marketing for 10 vacant/ available industrial and commercial sites located in proximity to Hartsfield-Jackson Atlanta International Airport. Each site had unique opportunities and challenges with a set of land use programming and design criteria set by the client.

The ultimate goal of the planning effort was to provide potential industrial and large commercial companies a vision for development potential for each site. Each plan established the amount of developable area, determined the most viable access points, and included the siting of buildings, roads, parking, open space, and stormwater detention if applicable. The sites range in size from approximately 6 to 150 acres.

Involved Personnel

- Adam Williamson, Principal-in-Charge / Planner
- Jia Li, Community Planner / Urban Designer

Reference

Jones Lang LaSalle (JLL)
Ryan Fetz, Vice President
3344 Peachtree Rd NE, Suite 1200, Atlanta, GA 30326
Phone: 404.995.2132
Email: ryan.fetz@jll.com



AIRPORT SITES | PROPERTY OVERVIEW

Airport Sites Concept Designs | April 2023

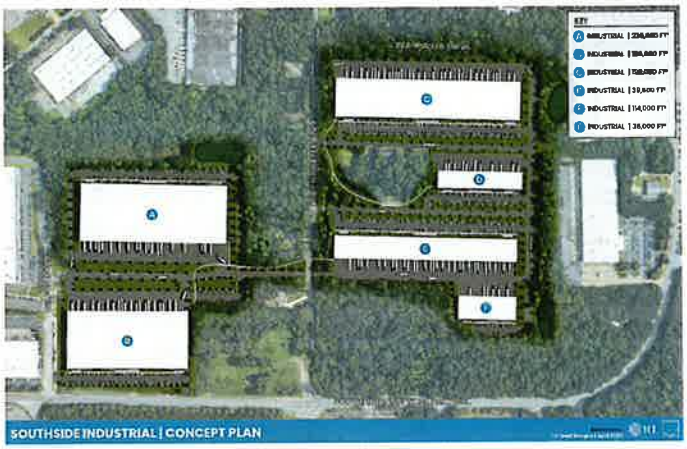
JLL Commercial & Industrial Site Planning

Atlanta, GA













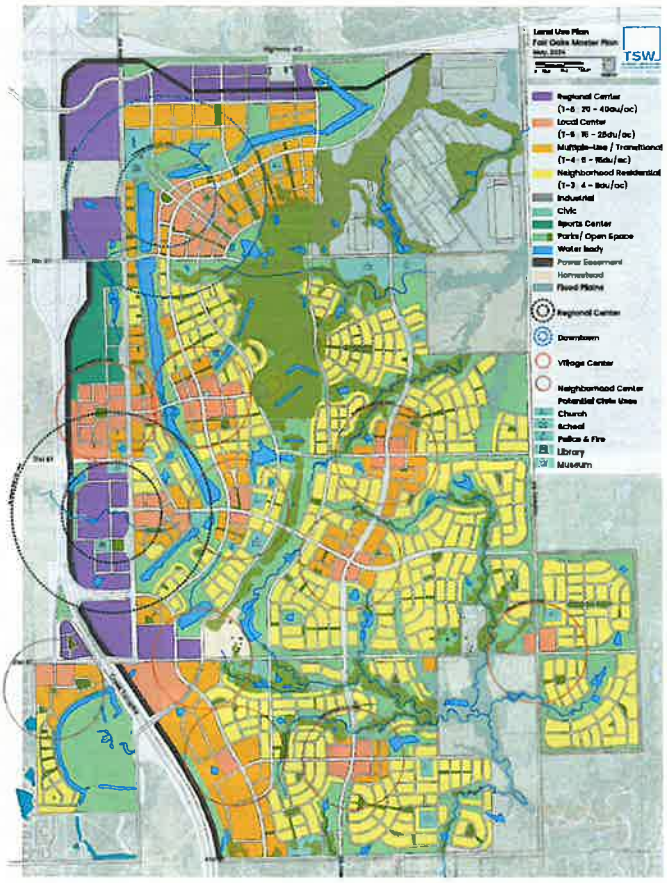
Robson Ranch Master Plan

Tulsa, Fair Oaks, and Broken Arrow, OK

Robson Ranch was founded in 1928 as a working farm, originally with 17,000 acres. The original land was geographically located in three counties and five cities. As the Robson Family and their investment in the Ranch has grown, so has its economic value and opportunity for development.

TSW was retained by the Town of Fair Oaks and the Robson Family to create a Comprehensive Plan that will serve as a long-range guide for the physical development of Robson Ranch, which now totals 12,000 acres. The vision for the Ranch is to become a full-service regional and employment center that incorporates its rich history with quality, human-scale design, Main Street-style commercial areas, housing suitable for a variety of lifestyles and price points, streets designed for walking and biking, sustainable infrastructure, and accessible public spaces.

After the adoption of the Town of Fair Oaks Comprehensive Plan, TSW focused on 7,000 acres of the core of the Ranch property to develop the Robson Ranch Master Plan. The process brought together input from stakeholders including INCOG, the City of Tulsa, the City of Broken Arrow, PartnerTulsa, Fair Oaks Ranch, LLC, and the Robson Family. As part of the master planning process, TSW conducted a site analysis to better understand the topography, cultural/historical artifacts, lakes and ponds formed by excavation mining, and regional and local access to the property. TSW also examined case studies of similar large scale communities to better understand utility placement, potential streets sections, and stormwater management. The land planning began with a charrette to develop bubble diagrams of land uses and later refined to include street grid, blocks, commercial nodes, and open space. The resulting Land Use Plan is based on the rural-to-urban transect, with more intense densities on the west side of the property (closer to Tulsa) and gradually transition to less density towards the east. The recommendations include future land use categories pertaining to each of the three municipalities, new roadway alignments and designs, new trails and linkages, and infrastructure. In particular, the future land use categories describe each municipality's vision for their portion of the Ranch, recommended land uses, and urban design principles.



The Regional Centers (with 2.1 million square feet of demand over the next 5 years and 20.6 million square feet at full build-out) are located in the northwest quadrant and along the western edge closer to I-44 access. This area is envisioned to include commercial showrooms, office, flex space, warehouse, and high tech incubators.

Involved Personnel

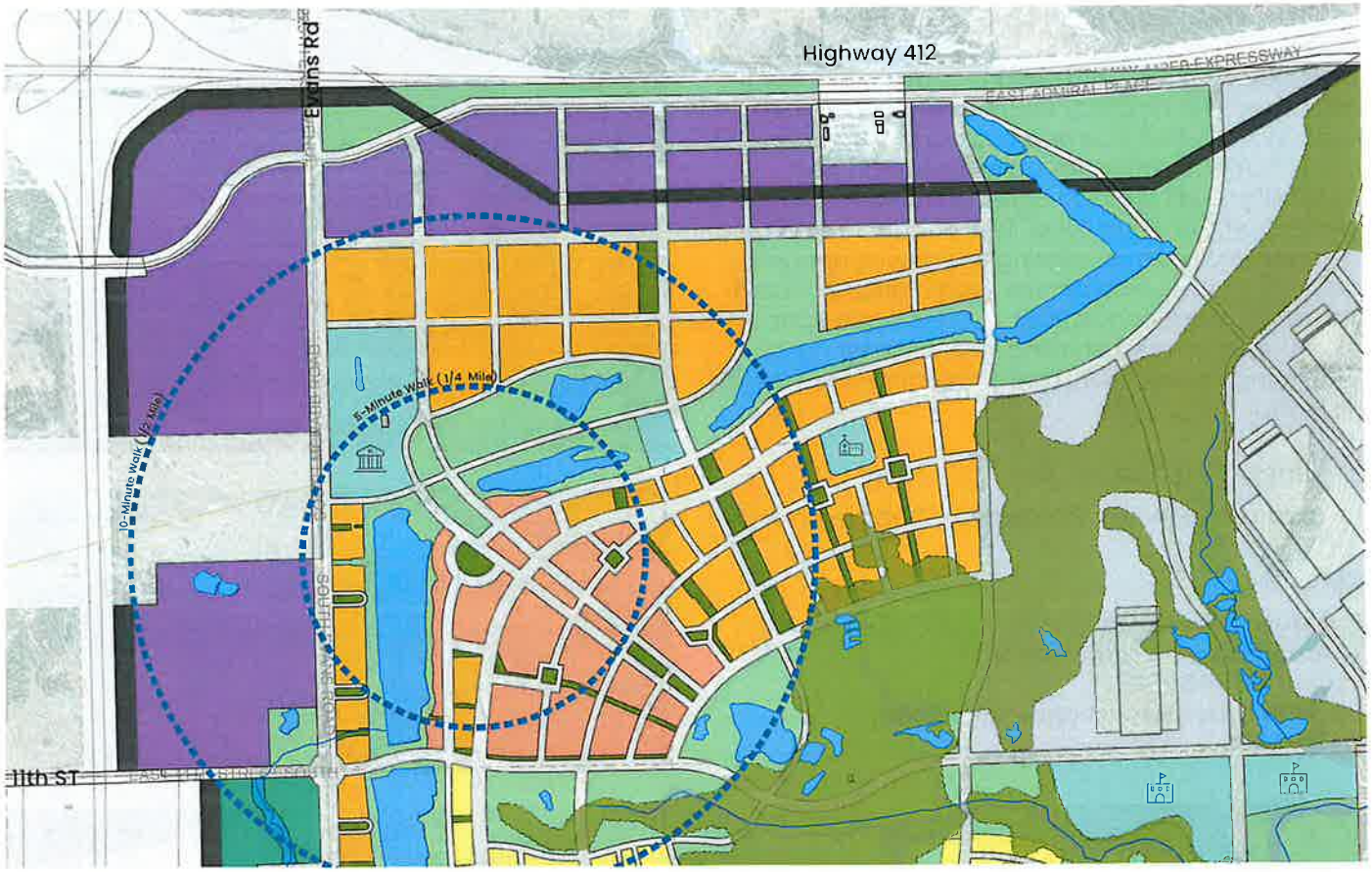
- Jia Li, Community Planner / Urban Designer
- Christopher Myers, Planner

Reference

Robson Ranch
Joe Robson
23515 E. 31st Street, Catoosa, OK 74015
Phone: 918.625.3142
Email: j.robson@forestridge.com

Robson Ranch Master Plan

Tulsa, Fair Oaks, and Broken Arrow, OK





Muscogee Nation Industrial Park Master Plan

Okmulgee, OK

In 2021, the Muskogee Nation acquired the 5,570 acre T.D. Dillingham Ranch to expand and centralize their ranching programs and to provide industrial park space for ancillary and related food industry uses. In 2022, TSW was hired by the Muscogee Creek Nation to undertake a master plan and feasibility study for 1,500 acres of the ranch property located off Gun Club Road. TSW conducted a site visit and provided an existing conditions analysis, case study reviews of similar food industry related industrial parks, conceptual site and open space planning, proposed phasing, cost estimating, 3D marketing visualization, and a visioning document report for the project.



Involved Personnel

- Adam Williamson, Principal-in-Charge / Planner

Reference

The Muscogee Nation
Jason Harrison, Project Manager
Phone: 918.549.2596
Email: jharrison@muscogeenation.com





PES
Partners for
Economic Solutions

Four Mile Run Valley Plan

Community Planning, Housing and Development Division, Arlington County, VA
The Four Mile Run Valley is a stream valley in suburban Arlington characterized by older industrial uses, auto body shops, a cluster of arts uses, a historic African American community, a major dog park, newer townhouses and strip commercial uses. The challenge was to develop a plan that respected and protected the area while allowing for longer-term transition to a new mix of uses. PES evaluated the regional industrial market and highlighted the dwindling supply of close-in industrial space appropriate to key service commercial functions, such as repair shops, breweries, dog kennels, self storage, heavy equipment storage and other activities. The planning effort protected the long-term viability of those uses in a portion of the area by zoning against the types of residential and retail uses that can outbid small businesses and squeeze out industrial uses. In another section adjacent to residential and hotel uses, PES tested the market and financial feasibility of mixed-use redevelopment and the densities required to support redevelopment. Existing facilities were evaluated in terms of their potential for artist and "maker" uses, supporting both performing arts uses and craft. PES also evaluated opportunities to help meet the County's need for additional industrial lands for its maintenance equipment, school bus storage and other back-of-house municipal functions.



Reference: Richard Tucker, Planner
Project Manager
Arlington County Community Planning,
Housing and Development Division
(703) 228-3525
rtucker@arlingtonva.us

PES
Partners for
Economic Solutions

Ward 5 Industrial Land Transformation Strategy

District of Columbia Office of Planning

As advisors to a Mayoral Task Force on the transformation of industrial lands in Ward 5 (Northeast Washington, DC), PES provided market analysis and developed economic strategies. The District is seeking long-term transformation of industrial lands to accommodate industries of the future and to provide employment opportunities for Ward 5 residents. PES conducted in-depth case studies of strategies employed in Pittsburgh, Philadelphia, Berkeley, San Francisco and Brooklyn as guidance on best practices and techniques for diversifying the city's economy, focusing particularly on techniques to support "maker" businesses. This involved evaluating alternative approaches that range from co-working to shared tools and equipment. The near- and longer-term strategies recommended include better organization for industrial development, zoning to protect industrial properties and prevent residential encroachment in some locations, accommodation of live-work opportunities in other locations, incentives for investment in new facilities to meet the needs of second-stage companies, support for the "maker" economy (such as branding and marketing of products made in DC), reducing nuisance uses, improving the quality of governmental operations (including Public Works maintenance yards), infrastructure investments, business assistance and workforce development. PES prepared an in-depth market analysis of the opportunities for niche industry cluster development as well as the future needs of existing production, distribution and repair companies. An economic impact analysis was developed to assist in the selection of final strategies.





Reference: Mr. Andrea Limauro, City Planner
Project Manager
Formerly with the DC Office of Planning
Now with DC Department of Energy & Environment
(202) 535-2600
Andrea.Limauro@dc.gov

PES
Partners for
Economic Solutions

Central Avenue Community-Based Action Plan

The Local Initiatives Support Corporation (LISC)

LISC is a national organization with a mission of working with residents and partners to forge resilient and inclusive communities—great places to live, work, visit, do business and raise families. In partnership with Kaiser Permanente, LISC began work on an inclusive economic development action plan agenda for the Central Avenue / Blue Line Corridor guided by the community in Prince George's County, MD. Its goal is to help individuals and small businesses better connect to training, employment, technical assistance and capital. Starting with an analysis of strengths, weaknesses, opportunities and constraints, PES worked with a community-based task force to identify and prioritize specific initiatives that local organizations could pursue in partnership with County agencies as well as non-profit and private partners. The task force elected to focus on the Capitol Heights and Addison Road/Seat Pleasant Metro station areas closest to the District of Columbia line where reinvestment was most needed. Three action areas were prioritized:

- Community empowerment through capacity building of local organizations and enhanced communications;
- Small business support starting with construction industry initiatives to facilitate partnerships between small and medium-sized companies; and
- Workforce training initiatives in the community focused on health care, construction and technology supported by strategic partnerships with key businesses.





Reference: Bryan Franklin, Project Manager
LISC DC
1825 K Street, NW, Suite 1100
Washington, DC 20006
202 739-9260
bfranklin@lisc.org

PES
Partners for
Economic Solutions

New York Avenue and PDR Framework

District of Columbia Department of Transportation and Office of Planning

PES contributed to a new framework for Production, Distribution and Repair (PDR) businesses in Washington, DC. An in-depth review of PDR trends and PDR businesses helped build a better understanding of their characteristics and future potentials as industrial properties face growing pressures for redevelopment for higher-density commercial and residential uses.

Reference: Ryan Hand, Assistant Director for Citywide Planning
DC Office of Planning
(202) 442-7619
Ryan.Hand@dc.gov

Subregion 4 Industrial Analysis

Maryland-National Capital Park & Planning Commission, Prince George's County, MD

The Maryland-National Capital Park and Planning Commission (M-NCPPC) undertook a large-scale planning effort for Prince George's County's Inner-Beltway communities, focusing on industrial activity. Subregion 4 encompasses many of the healthiest industrial areas within the Washington region. PES provided background on the current market dynamics for all industrial properties within the designated eight areas of concentrated industrial activity in Subregion 4. The planning effort addressed not only the competitive framework but also the conflicts between residential properties and industrial uses without proper buffers or concerns for environmental justice issues. PES provided valuable industrial lessons learned, concepts and partnership alternatives to mitigate these concerns while building the industrial business base and maintaining key parcels for public use. The plan also recommended infrastructure upgrades necessary to help these industrial businesses thrive in Prince George's County.





PES
Partners for Economic Solutions

Baltimore Industrial Land Use Study

Baltimore Development Corporation, MD



Prior to founding PES, Anita Morrison and Abigail Ferretti led a multi-disciplinary team to evaluate the supply and demand for industrial land in the City of Baltimore. Competition from residential and office uses were diverting waterfront land with deepwater access from industrial and port use. At the same time, industrially zoned properties in other parts of the city were no longer able to attract users due to access, size and encroachment issues. We evaluated eight existing industrial areas in light of the needs of modern industrial users, identified those that were still competitive and recommended alternative uses for areas that were no longer viable for industrial use. Case studies from other communities identified potential zoning tools that could be used to protect important industrial land resources. Other tools were recommended for improving the compatibility of industrial uses with other neighboring uses and reducing visual impacts. The plan ultimately recommended a seven-point decision matrix to be used in evaluating requests to convert industrial land to other uses. Included was consideration of obsolete historic structures, protecting viable industries from encroachment that could impact their ability to do business, extraordinary environmental clean-up costs and the potential for more jobs and tax revenues if redeveloped for technology industries.

Technology Industry Program Development

Michigan Economic Development Corporation

To encourage development of facilities for technology-based industry, the State of Michigan established the "SmartZones" program. The program provides marketing, branding and other support for city and university collaborations in both technology business parks and "virtual parks" that link technology businesses together through shared services and telecommunications infrastructure. While with another firm, Anita Morrison worked with the MEDC to develop the program guidelines and to prepare the initial Request for Proposals from local communities interested in participating in the program. The designated SmartZones were located across the state, supporting businesses in biotechnology, advanced manufacturing, business data mining, aviation, e-learning and other technologies.

Legacy Business Park

Lexington-Fayette Urban County Government







Location
Lexington, KY

Size
200 Acres

Reference
Kevin Atkins
Chief Development Officer
LFUCG
859.258.3152
katkins@lexingtonky.gov

Awards
KY ASLA

The City initially hired Gresham Smith to create a master plan for the 200-acre Coldstream site. The master plans goals included: attracting new businesses and creating jobs by preserving and enhancing the surrounding environment, integrating public open space, and providing connectivity to local roadways, trails and greenways. In the initial phase of the process, the Gresham Smith team set a strong foundation by investigating the site's existing conditions, challenges and opportunities. Given the site's location within the Cane Run Watershed and Royal Spring Aquifer, the project team explored ways to protect and enhance the natural ecosystem on the site while also leveraging the natural features into funding and placemaking opportunities to further differentiate the site for top-tier business prospects.

Since the master plan was completed in 2021, Gresham Smith has taken the vision to reality through design and engineering of the public infrastructure. The multidisciplinary team collaborated to design over a mile of roadways and shared use trails, a wastewater pump station and force main, regional stormwater management system, and site wayfinding and features. The project manager led the client through the complex permitting necessary to permit the three stream crossings including USACE Section 106. The use of Federal funding for this project required the team to comply with HUD requirements. The team has played a significant role with the client for procurement services. Construction is anticipated to begin Q1 of 2025 and Gresham Smith will provide daily on-site inspection services.

Gresham Smith

Lithium-Ion Battery Manufacturing Plant

Ultium Cells







Location
Spring Hill, TN

Size
165 Acres
2,800,000 sf under roof

Reference
Alonso De Alvia, Jr.
Senior Project Manager
248.318.5146
alonso.deavila@gm.com

Awards
TN ACEC

When Ultium Cells, a joint venture of LG Energy Solution and General Motors, decided to double its battery production in the United States, they called on a familiar face. After designing Ultium Cells' first battery plant in Lordstown, Ohio, Gresham Smith was once again selected to design the 2.8 million square-foot facility in Spring Hill, Tennessee. Opened in 2024, the $2.3 billion investment is expected to create 1,300 new jobs. We delivered a full suite of engineering and architectural design services as well as commissioning via the Integrated Project Delivery method. Additionally, our Experiential Design and Wayfinding / Branded Environments team applied cohesive brand and site standards across the manufacturing campus.

The Spring Hill facility is similar in size to the first Ultium Cells plant, allowing Ultium Cells to double its battery production using an advanced and efficient battery cell manufacturing process. It supplies battery cells to GM's Spring Hill manufacturing assembly plant, which will build Ultium-powered vehicles like the Cadillac LYRIQ. The mass-production of battery cells will contribute to GM's vision for an all-electric, zero-emissions future.

The project's entry plaza was designed to bring the expansive building down to human scale, creating a welcoming space as part of the site's arrival sequence. Utilizing native plant species and trees to frame perspective, the design directs the focus toward the entryway while adding life to the space, supporting biodiversity and reducing long term maintenance costs. Boulders sourced from the property tie to the site's history and direct movement along expansive sidewalks designed to accommodate today's traffic while establishing a framework for future phases.

Gresham Smith

Memphis Regional Megasite

TN Department of General Services Administration



Location
Memphis, TN

Size
4,100 Acres

Reference
Clay Bright
CEO West TN Megasite Authority
615.741.2848
clay.bright@tn.gov

Development of the Memphis Regional Megasite began with a vision to create a site that would be transformational to the economic landscape of West Tennessee. Gresham Smith was tapped by the State of Tennessee to complete a high-level, objective, third-party assessment of the Memphis Regional Megasite. With a total of 4,100 acres of greenfield property, this site was large enough to accommodate multiple Original Equipment Manufacturers (OEM's) with land remaining to dedicate to parts and other supply chain support businesses.

We analyzed the site's pros and cons as seen from the eyes of prospects. We used this analysis to advise the Governor regarding proactive measures he could take to successfully market the site after 13 years without a tenant commitment Water and wastewater was a major hurdle. We investigated strategies to get those services operational within time frames acceptable to prospects, including privatization. This proved instrumental to the State's preparedness when site consultants presented a prospect (later identified as Ford) to them. Today, this site is home to Blue Oval City, a $5.6 billion battery and vehicle manufacturing campus for Ford Motor Company.

Gresham Smith serves the CEO of the Megasite Authority of West Tennessee, Clay Bright, as an extension of staff. Through the past few years we developed zoning regulations for the MAWT and facilitated regular meetings with state agencies pertaining to site infrastructure development. Gresham Smith staff review all proposed site construction documents for compliance with the zoning regulations and coordinate with end-users through the review and approval process.

Gresham Smith

YARD & CO.

Fort Wayne, IN 2023-2024

CONNECTING COMMUNITIES AND THEIR UNIVERSITIES IN A DYNAMIC MIXED-USE HUB



Northeast Indiana is home to one of the largest concentrations of manufacturing muscle in the country. Once employing the vast majority of its population, changes to the economy are leaving too many people out of new opportunities and threatening its ability to energize the next generation of growth. In response, Indiana Tech University engaged Yard & Co. to develop the Generator with its development partner, Ancora, at its Fort Wayne Electric Works Innovation District on the site of a former General Electric plant. The Generator is centered around three primary components; Building 36, Public Workshop, and Next/Gen. Building 36 is a center for heavy tech and advanced manufacturing innovation. Public Workshop will help diverse learners and entrepreneurs overcome systemic barriers by connecting them to a diverse set of resources. Next/Gen, provides unique learning experiences that connect talent to the community in ways that create strong emotional bonds and lead to enhanced talent retention and attraction.

PROBLEM

Once a manufacturing hub for the country, Northeast Indiana needs to adapt to the new and advanced manufacturing economy.

SOLUTION

An innovative Public-Private Partnership that connects Indiana Tech University and its students to neighborhoods and the emerging Fort Wayne Innovation District.

ACTION

Build a brand, design, architecture, operating system and implementation budget for a new program that connects places, spaces, people, and institutions together in one place.

REFERENCE

Judy K. Roy, EVP for Finance & Administration, Indiana Tech
jkroy@indianatech.edu | 260.399.2825


INDIANA TECH
THE GENERATOR


THE
GENERATOR
POWERED BY INDIANA TECH
GO FOR IT.
YARD
& CO.

YARD & CO.

Global District - Tulsa, OK 2022

A VISION FOR REVITALIZATION AND CULTURAL PRESERVATION



The Global District, a hub of minority-owned businesses in Tulsa, OK, faces challenges due to its auto-centric layout and is in need of revitalization and economic growth while preserving its multicultural identity. Yard & Co. initiated a transformative CNU 30 legacy project, revitalizing a section of the Nam Hai Market parking lot into a dynamic festival plaza that showcased the Global District's diverse makers, artists, food vendors, and entertainers. This initial activation laid the groundwork for a Strategic Investment Plan, focusing on four key areas: analysis and research of the current economic climate, improving connections within the district and to surrounding areas, creating retail strategies and public spaces, and developing long-term site development plans with an emphasis on underutilized areas. This plan prioritizes community engagement and aims to create a more pedestrian-friendly, vibrant, and economically thriving district while maintaining its unique cultural heritage. Implementation will occur over 36 months and includes negotiating ground leases, constructing public spaces, and initiating a master lease agreement for vacant spaces.

PROBLEM

How can the Global District best revitalize and promote economic growth while preserving its multicultural identity?

SOLUTION

Focus on four key areas: analysis and research of the current economic climate, improving connections within the district and to surrounding areas, creating retail strategies and public spaces, and developing long-term site development plans, with an emphasis on underutilized areas.

ACTION

Implement a variety of changes over 36 months, including negotiating ground leases, constructing public spaces, and initiating a master lease agreement for vacant spaces.

REFERENCE

Luisa Krug, Tulsa Global District, Executive Director
director@tulsaglobal.org


Activation
Site Development
YARD & CO.

YARD & CO.

Decatur Township, IN 2022-2023

RE-IMAGINING A REGIONAL PARK AS A FRONT DOOR FOR RECREATION, CONNECTION, AND COMMUNITY



The Imagine! Decatur Greenway Area Plan proposes a bold new vision which leverages one of the region's largest parks and riverfront to create a green seam through the heart of Decatur Township. The Greenway will connect current neighborhoods with three new neighborhoods that may be built along it. Current neighborhoods will have the opportunity to connect to the Greenway while the new ones will gain their value from their access and address on the Greenway.

In total, this vision provides the opportunity to shape the development of 2,576 residential units, 250,000 square feet of retail and services, and 2.3 million square feet of employment uses, all built around neighborhood parks and walkable streets that directly connect to the Greenway. Beyond the quality of life impacts, this vision represents an annual economic impact of $5M in income taxes and $13M in property taxes.

PROBLEM

How can Decatur Township revitalize its community, enhance quality of life, and stimulate economic growth?

SOLUTION

Propose a transformative development strategy centered around the creation of a new Greenway, connecting neighborhoods with a mix of housing, retail, and employment centers.

ACTION

Plan specific development proposals, transportation recommendations, and an implementation timeline to guide the realization of this vision over the next 10+ years.

REFERENCE

Joshua Masquelier, CDC Chair, Decatur Township
jmasquel@gmail.com | 317.503.6447



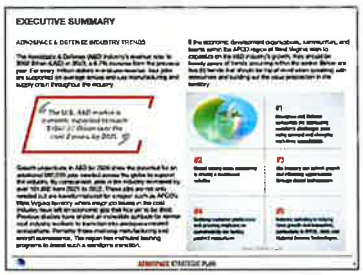

YARD
& CO.

AEP - APPALACHIAN POWER COMPANY

APCO, a division of American Electric Power, chose our firm to assist with their efforts of attracting a new industrial cluster within the 25-county territory of West Virginia. Successful completion of this project required our team to conduct industrial site-visits, stakeholder listening sessions, economic market analysis, industry cluster analysis, infrastructure analysis, and reviews of airport site advantages for specific subsectors of the target industry.



The resulting strategic document outlines the ability for the region to attract aerospace and defense companies through strategic implementation of site development, educational collaboration, regional cooperation, marketing-branding creation, and more.







ORANGEBURG, SOUTH CAROLINA

The South Carolina Department of Commerce chose our firm as the preferred consultant for their Rural Planning Initiative. SCDOC sends our team to communities to conduct analysis and provide planning recommendations to increase desired job creation as well as capital investment.

Our most recent client in this program was the City of Orangeburg, SC. This was a unique project as the community had competed for a $1.2 Billion lithium battery facility being sited by our CEO Chuck Sexton just one year prior. This gave our team additional insights into the perception corporations have of the city.

SLA delivered a community development plan with a comprehensive review of the economic landscape, enhanced targeted industries, and strategic recommendations that included infrastructure development and land use priorities.









BORGER, TEXAS

Our team was chosen by the economic development organization of Borger, Texas to conduct a comprehensive strategic plan. The primary focus of this plan was to analyze the city's current market and provide recommendations for future growth through economic development success.

Community leaders wanted focus areas to include:

- Organizational Operations
- Economic Market Analysis
- Review and Recommendations toward Industrial Site Development
- Target Industry Analysis and Selection
- Housing & Community Development Priorities
- Industrial Recruitment and Marketing



REFERENCES

Brad Hall
Vice President
Appalachian Power Company
bnhall@aep.com
(606) 471-9923

PROJECT DESCRIPTION:

Economic Development Strategic Plan to grow the Aerospace Industry and Ecosystem across a 25-county region

Gilleon Frieson
Rural Development Manager
SC Dept. of Commerce
gfrieson@sccommerce.com
(803) 413-6774

PROJECT DESCRIPTION:

Rural Community Economic Development Strategic Plans (Multiple in Progress)

Amy Fesser
Executive Director
Borger, TX Economic Development
afesser@borgeredc.com
(817) 613-7949

PROJECT DESCRIPTION:

Economic Development Strategic Plan including organizational development, BRE, marketing, communications, target industry, housing, etc.

SECTION 5:

Project Approach

Proposed Work Plan

TSW's Proposed Work Plan relies on existing knowledge of the Blue Sky Rural Activity Center, the pressures of growth and the need for economic development, and the politics at play in this Small Area Plan. The experience of our Team in working successfully and collaboratively with Planning to achieve outcomes in line with *Imagine Lexington 2045* set the pace and expectations for this next phase of study. Once again, we are bringing together a wide variety of experts from land planners, code experts, landscape architects, engineers, economists, engagement specialists, and development advisors to help us craft the following approach within the 12-month timeframe outlined.

Task 0. Project Kick-Off & Ongoing Management

Conduct an in-person project kick-off meeting and site visit with Team members, City staff, and members of the project advisory committee.

Meet monthly (in-person and virtually) with City staff throughout the project's duration to discuss progress, review draft documents, presentations to Planning Commission, and community engagement activities and agendas.

Task 1. Guiding Principles

Develop principles for Blue Sky's future development aligned with the goals of *Imagine Lexington 2045* and the *Urban Growth Master Plan*. Use a similar matrix to the one provided in the UGMP, which aligned the projects principles to the goals, objectives, and policies outlined in the Comprehensive Plan, with a particular focus on industrial growth, employment centers, redevelopment opportunities, and infrastructure.

Task 2. Existing Conditions Inventory & Market Analysis

Assess current land uses, employment data, transportation and utility infrastructure, environmentally sensitive areas, and drainage using GIS and base data provided by the Client. An economic and market analysis will provide a snapshot on employment data and trends and a review of the types of industry and the sites ability to match those needs. The Team will also assess the ability of existing zoning regulations to support identified industrial trends.

Based on the physical and economic assessment, and drawing on our Team's expertise with locating new businesses and the types of land deemed 'most desirable', a suitability analysis will be conducted to identify land within the 301 acres and potentially adjacent to the Blue Sky RAC that is suitable for future industrial or mixed-use development.

Task 3. Public & Stakeholder Engagement

The engagement strategy focuses on ensuring that stakeholders are actively involved in the creation of the SAP. The goal is to create a flexible, inclusive, and transparent process that allows all stakeholders, especially businesses, property owners, and the surrounding community, to provide input in a way that respects their time and priorities.

Key Goals:

- Engage businesses, property owners, and community members through a variety of accessible, flexible engagement methods to ensure a broad base of input.
- Build relationships with key stakeholders through direct outreach and inclusive collaboration, allowing them to shape the SAP and the area's identity in a meaningful way.
- Use engagement to inform the design of catalytic sites, ensuring the development aligns with the needs of businesses and the community while addressing long-term growth, infrastructure, and sustainability.

Task 3.1. Stakeholder Mapping & Initial Outreach

Work with Planning to identify and map key stakeholders (business owners, property managers, community groups, etc.), understanding their needs, priorities, and availability. Develop an outreach plan that targets businesses for one-on-one or small group discussions and uses accessible methods to reach the broader community.

Use newsletters, email updates, and a dedicated landing page on the Imagine Lexington website to provide regular communication about progress and opportunities for continued involvement.

Task 3.2. Flexible Engagement Methods

Use a variety of engagement tools to get the word out and build excitement for the project and help to set the vision.

- Online Surveys & Digital Platforms: Launch interactive surveys and digital platforms where stakeholders can share feedback at their convenience.
- Pop-Up Events: Organize pop-up events at key locations and hubs throughout the Blue Sky area to engage stakeholders before or after work, or create more opportunities to gather through experiences that don't currently exist in the area.
- Virtual Roundtables & Webinars: Hold virtual roundtable discussions and webinars, allowing businesses and property owners to participate without needing to leave their work environments.

Task 3.3. Workshops & Collaborative Sessions

Facilitate workshops during an intense design week with stakeholders and City staff to gather deeper insights into their needs, concerns, and aspirations for the area's future development. These sessions will help define key values for the strategic goals for the SAP. Use collaborative tools (e.g., digital whiteboards, mapping exercises) to involve stakeholders in the design process for future development sites, encouraging them to contribute ideas and feedback on site layouts, infrastructure, and use.

Task 3.4. Public Engagement & Transparency

Organize a public meeting(s) to update the community and stakeholders on the progress of the SAP, share key insights from the engagement process, and solicit input on the proposed strategies for Blue Sky's future

Task 3.5. Planning Commission & Advisory Committee Updates

Present progress and recommendations to the Advisory Committee and during the Planning Commission

Work Session towards the beginning of the project to present Existing Conditions and Community Engagement efforts, and then again to go over the Team's recommendations.

Task 3.6. Final Engagement & Feedback

Present the final draft of the SAP to stakeholders for their input. Highlight how their feedback has been integrated into the development of catalytic sites and the broader plan. Organize a final public engagement event to celebrate the conclusion of the planning process, and gather any last input before submitting the final SAP to LFUCG.

Task 3.7. Planning Commission Public Hearing & General Government & Planning Committee Presentation

Present a final draft of the Blue Sky Small Area Plan at a Planning Commission Public Hearing. Return to a continuation of the Public Hearing with any needed changes to the Plan and to receive the Commission's final recommendations.

Brief Urban County Council on the outcomes of the Blue Sky Small Area Plan.

Our Blue Sky Engagement Philosophy

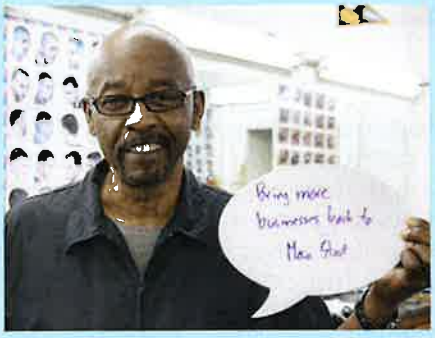
Our approach is focused on creating a flexible, future-focused plan rooted in the needs of businesses and property owners in the area. Understanding stakeholders' busy schedules, we will use engagement methods that are convenient and accessible, including online surveys, interactive digital platforms, and community kiosks at key locations. This allows stakeholders to participate on their own time. We will also engage key business owners and property managers through one-on-one or small group discussions to gather insights from those most invested in the area's future.

Since the area is primarily made up of businesses, our engagement will be targeted to meet their specific needs. This may include virtual roundtables, workshops, and on-site pop-up events, where stakeholders can provide immediate feedback without leaving their work environment. These efforts will help ensure organic and accessible dialogue. Additionally, we'll create opportunities for neighboring residents to engage by hosting pop-up events that draw them into the area, making sure the project has a broad impact across Lexington.

While we aim to be efficient, we understand that true collaboration is about building relationships and fostering dialogue—not just collecting input. We will prioritize engagement over passive feedback, ensuring stakeholders have the opportunity to actively shape the plan. We will maintain transparency throughout the process with regular email updates, newsletters, and a dedicated project website to provide concise, actionable information on progress and opportunities to participate. We will also build in presentations with relevant leadership to ensure we're meeting project goals.







Task 4. Land Use & Transportation Spatial Framework(s)

Using the data from Task 2: Existing Conditions Inventory & Analysis, the TSW Team will build a series of overlapping and interconnected frameworks to be carried into the concept planning phase. These framework plans will be revised to become a Regulating Plan similar to what is shown here for Area 4 of the UGMP - using similar styles and graphic language with the understanding that this plan will tie directly into the Regulatory Framework in Task 6.

Task 4.1. Green Infrastructure

Integrate open spaces, greenways, and trail networks into Blue Sky's plan using UGMP recommendations. Incorporate sustainable development practices like green building standards, renewable energy, and waste management improvements into future development.

Task 4.2. Urban Development

Determine optimal land uses for the Blue Sky area based on UGMP and other relevant LFUCG plans. Incorporate non-industrial uses to serve employees, expand industrial use options, improve walkability and transit access, and provide appropriate buffers while ensuring better integration with surrounding growth areas from the UGMP.

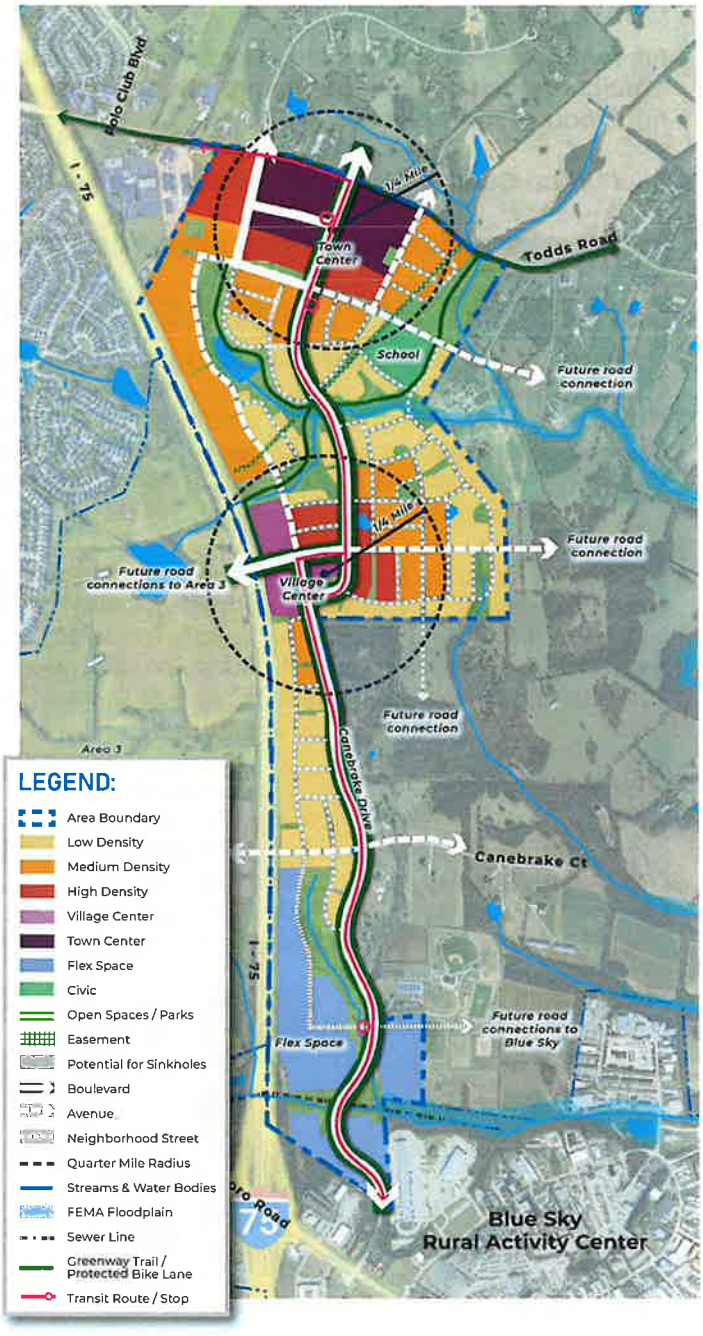
Task 4.3. Transportation

Enhance infrastructure to support industrial growth and freight movement, while identifying alternative fuel refueling locations. Improve roadways to meet Complete Streets standards, increase safety for all travel modes at key intersections, and better connect Blue Sky with nearby areas through safety-focused roadway designs.

For budgeting purposes our Team felt that the evaluation and recommended design improvements to the I-75 / Athens-Boonesboro Road interchange would be easier for Planning to understand as its own line item as the fee is disproportionate to the rest of Task 4. See ***Optional Task C – $50,000 I-75 / Athens-Boonesboro Road interchange Evaluation.***

Task 4.4. Infrastructure & Community Facilities

Map sewer, utility, and other infrastructure networks to support urban development and create lot configuration options. Analyze and present the costs of building and maintaining public infrastructure to promote economic development and improve access to the area.



Task 5. Conceptual Plans for Key Site(s)

Create preliminary designs and renderings for at least one key site, chosen in collaboration with the client, to stimulate future development. The conceptual plans will show circulation, open space, and urban development similar to the level of detail shown for the City's other Small Area Plans.

Task 6. Regulatory Framework Development

Based on the land use and spatial frameworks and the conceptual plan(s), the Team will recommend updates to zoning ordinances, land subdivision regulations, and development review criteria. Ensure zoning reflects the needs of modern industries and anticipates future growth demands for Lexington-Fayette County over the next 30 years.

Task 7. Final Plan

The TSW team will compile a full draft of the Blue Sky Small Area Plan. One round of comments will be compiled and distilled by the Client into a single file which will be incorporated into changes prior to the Planning Commission Public Hearing. Following a compiled receipt of edits requested by the Planning Commission, the Team will update the document once again as the Final Small Area Plan.

Optional Tasks

The following are optional items we have pulled out of the standard scope but which we think Planning may want to consider.

Optional Task A – $2,500 Additional Public Meeting

Beyond those outlined in Task 3, the Client may desire additional public meeting(s). $2,500 is the base fee per meeting and assumes the reuse of an existing presentation and no additional meeting material creation or major printing.

Optional Task B – $50,000 Brand Approach

While the idea of a brand approach was not in the RFP, we do think that there is a real identity to mold this into an identified and known place, rather than the hinterlands it is perceived as today. In our experience creating a brand for an area or district such as Blue Sky helps to generate excitement, which helps the bottom line towards economic development. The place brand development for the Blue Sky area will establish a clear identity that reflects the vision for the site's long-term growth, sustainability, and economic potential. The brand will serve as a tool for attracting investment, guiding development, and engaging stakeholders in the transformation of Blue Sky into a modern, innovative industrial park.

Key Goals:

- **Create a flexible and future-focused brand** that resonates with businesses, property owners, and the community, while reflecting the area's industrial and sustainable development goals.
- **Ensure the brand aligns with the Small Area Plan (SAP)**, highlighting catalytic sites for economic growth, sustainability, and infrastructure improvements.
- **Develop messaging and visuals** that communicate the area's potential as a thriving hub for industrial development and innovation.

Brand Development Tasks:

- **Brand Positioning & Visioning**: Host a workshop with stakeholders to define the values, mission, and positioning of the brand, ensuring it aligns with the area's future growth and sustainability objectives. Develop initial brand concepts (logo, color schemes, and typography) based on the outcomes of the visioning workshop.
- **Refinement & Feedback Integration**: Use online surveys, digital platforms, and pop-up events to gather feedback on initial brand concepts from stakeholders (businesses, property owners, residents). Refine the brand based on input to ensure it is inclusive, reflective of the community's needs, and aligned with the vision for Blue Sky.
- **Messaging Development**: Craft key messaging that ties the brand to the SAP's objectives, especially around the development of catalytic sites. This messaging will emphasize sustainability, innovation, and economic growth. Create materials (brochures, digital assets, signage) that highlight the transformation of catalytic sites as key drivers for future economic development.
- **Brand Integration into SAP**: Ensure that the brand's visual identity and messaging are seamlessly integrated into the SAP to create a unified vision for the Blue Sky area.
- **Launch & Communication**: Develop a launch plan for unveiling the brand, ensuring that catalytic sites and the area's transformation are key focal points of the launch. Use digital platforms, newsletters, and public events to communicate the brand's introduction and its role in the future development of Blue Sky.

Brand Deliverables:

- **Visual Identity System** – logo and brand mark, color palette and typography, and brand guidelines
- **Brand Messaging & Positioning** – brand narrative, tagline and key messages, messaging tailored for businesses, investors, and the broader community
- **Marketing & Communication Assets** – presentation deck for future meetings, website or landing page template
- **Environmental Branding & Signage** – site signage and wayfinding, temporary banners, and murals
- **Implementation & Rollout Strategy** – brand launch plan, stakeholder engagement toolkit, press and media kit

Optional Task C – $50,000 I-75 / Athens-Boonesboro Road Interchange Evaluation

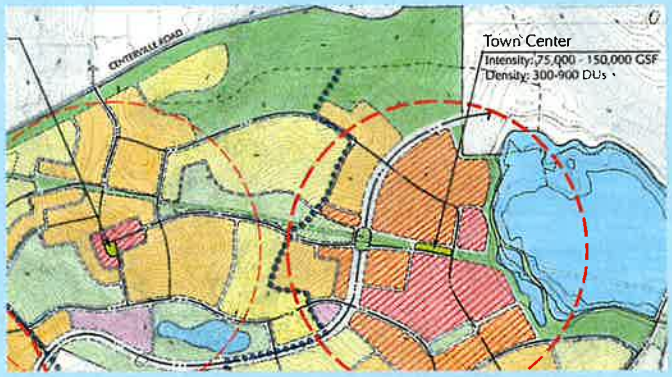
The evaluation and recommended design improvements to the I-75 / Athens-Boonesboro Road interchange to improve safety for all travel modes, including coordination with the MPO, Engineering, KYTC District 7 office, and FHWA.

Optional Task D – $$15,000 Industrial Zoning Code Rewrite

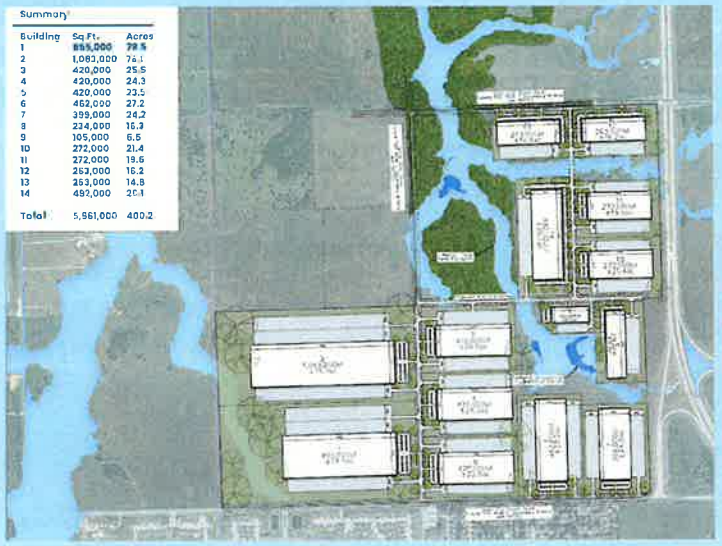
Based on the recommendations of Task 5: Regulatory Framework Development, the Team can work with Planning staff to conduct a full revision to the Industrial zoning codes.

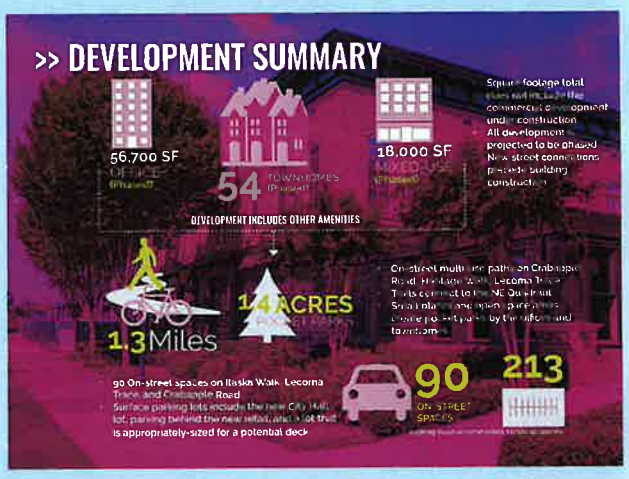
Visioning Graphics

TSW strongly believes in the power of marketing and graphic techniques to convey concepts, achieve consensus, and get people excited about ideas as part of the public engagement effort. We employ a variety of these techniques as part of every project, including: design guidelines, executive summary documents, perspective renderings, AutoCAD street and building sections, SketchUp 3D modeling, ArcGIS mapping, Revit computer-generated renderings, Photoshop before and after renderings, PowerPoint presentations, and visual preference and community surveys.











S 49th W Avenue



Project Schedule

Following the RFP , we are estimating a 12-month process with a start date of May 2025. If selected, a more detailed schedule will be developed that includes review periods, deliverable dates, and community engagement activities and dates.

MAY

TASK 0: PROJECT KICK-OFF & ONGOING MANAGEMENT
Project Management (monthly throughout the project process)
Project Kick-Off
TASK 1: GUIDING PRINCIPLES

MAY - JUNE

TASK 2 EXISTING CONDITIONS INVENTORY & MARKET ANALYSIS
TASK 3: PUBLIC & STAKEHOLDER ENGAGEMENT
3.1. Stakeholder Mapping & Initial Outreach
3.2. Flexible Engagement Methods
3.5. Planning Commission & Advisory Committee Updates

JUL

TASK 3: PUBLIC & STAKEHOLDER ENGAGEMENT
3.3. Workshops & Collaborative Sessions

AUG-OCT

TASK 4. LAND USE & TRANSPORTATION SPATIAL FRAMEWORK(S)

NOV-DEC

TASK 3: PUBLIC & STAKEHOLDER ENGAGEMENT
3.4. Public Engagement & Transparency
3.5. Planning Commission & Advisory Committee Updates
TASK 5: CONCEPTUAL PLANS FOR KEY SITE(S)

JAN-FEB

TASK 6: REGULATORY FRAMEWORK DEVELOPMENT
TASK 3: PUBLIC & STAKEHOLDER ENGAGEMENT
3.6 FINAL ENGAGEMENT & FEEDBACK

MAR-APR

TASK 7: FINAL PLAN
Draft and Final Plan
TASK 3: PUBLIC & STAKEHOLDER ENGAGEMENT
3.7 PC Public Hearing and GGP Presentation

SECTION 6:

Cost Proposal

The TSW Team's goal is to continue to build a partnership with the Lexington-Fayette Urban County Government and the community. We do not want fees to be a barrier preventing our selection as your planning consultant team. If our fee proposal differs significantly from the competition or what may be budgeted for this project, we would be pleased to discuss our fee approach and refine our scope of services. Reimbursable expenses are included in the fees below.

Estimated Fees

TASK	DESCRIPTION	TOTAL
0	**Project Kick-Off & Ongoing Management**	**$17,500**
1	**Guiding Principles**	**$7,500**
2	**Existing Conditions Inventory & Analysis**	**$70,000**
3	**Public & Stakeholder Engagement**	**$114,750**
4	**Land Use & Transportation Spatial Framework(s)**	**$151,000**
5	**Conceptual Plans for Key Site(s)**	**$24,750**
6	**Develop a Regulatory Framework for Implementation**	**$30,000**
7	**Final Plan**	**$5,500**
	TOTAL:	**$421,000**

Optional Tasks

DESCRIPTION	TOTAL
Optional Task A – Additional Public Meeting	**$2,500+ / meeting**
Optional Task B – Brand Approach	**$50,000**
Optional Task C – I-75 / Athens-Boonesboro Road Interchange Evaluation	**$50,000**
Optional Task D – Industrial Zoning Code Rewrite	**$15,000**

APPENDIX:

Required Forms + Additional Information

Firm Submitting Proposal: **Tunnell-Spangler-Walsh & Associates d/b/a TSW**

Complete Address: **110 West Vine Street, Suite 300, Lexington, KY 40507**
Street City Zip

Contact Name: **Samantha Castro** Title: **Lexington Office Manager / Senior Associate**

Telephone Number: **859.317.5585** Fax Number: **N/A**

Email address: **scastro@tsw-design.com**

AFFIDAVIT

Comes the Affiant, Caleb Racicot, and after being first duly sworn, states under penalty of perjury as follows:

1. His/her name is Caleb Racicot and he/she is the individual submitting the proposal or is the authorized representative of Tunnell-Spangler-Walsh & Associates d/b/a TSW, the entity submitting the proposal (hereinafter referred to as "Proposer").

2. Proposer will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the proposal is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.

3. Proposer will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.

4. Proposer has authorized the Division of Central Purchasing to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.

5. Proposer has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Proposer will not violate any provision of the campaign finance laws of the Commonwealth.

6. Proposer has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."

Continued on next page

7. Proposer acknowledges that "knowingly" for purposes of this Affidavit means, with respect to conduct or to circumstances described by a statute or ordinance defining an offense, that a person is aware or should have been aware that his conduct is of that nature or that the circumstance exists.

Further, Affiant sayeth naught.

STATE OF Georgia

COUNTY OF Fulton

The foregoing instrument was subscribed, sworn to and acknowledged before me by Caleb Racicot, Principal on this the 12th day of February, 2025.

My Commission expires: July 25, 2025

NOTARY PUBLIC, STATE AT LARGE

ALANNA FAIRBURN
NOTARY PUBLIC
My Commission Expires
07-25-2025
DEKALB COUNTY, GEORGIA

EQUAL OPPORTUNITY AGREEMENT

Standard Title VI Assurance

The Lexington Fayette-Urban County Government, (hereinafter referred to as the "Recipient") hereby agrees that as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78Stat.252, 42 U.S.C. 2000d-4 (hereinafter referred to as the "Act"), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, (49 CFR, Part 21) Nondiscrimination in Federally Assisted Program of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the "Regulations") and other pertinent directives, no person in the United States shall, on the grounds of race, color, national origin, sex, age (over 40), religion, sexual orientation, gender identity, veteran status, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives Federal financial assistance from the U.S. Department of Transportation, including the Federal Highway Administration, and hereby gives assurance that will promptly take any necessary measures to effectuate this agreement. This assurance is required by subsection 21.7(a) (1) of the Regulations.

The Law

- Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.
- Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment discrimination by contractor and sub-contractor doing business with the Federal Government or recipients of Federal funds. This order was later amended by Executive Order No. 11375 to prohibit discrimination on the basis of sex.
- Section 503 of the Rehabilitation Act of 1973 states:

  The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap.

- Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal contracts.
- Section 206(A) of Executive Order 12086, Consolidation of Contract Compliance Functions for Equal Employment Opportunity, states:

  The Secretary of Labor may investigate the employment practices of any Government contractor or sub-contractor to determine whether or not the contractual provisions specified in Section 202 of this order have been violated.

****

The Lexington-Fayette Urban County Government practices Equal Opportunity in recruiting, hiring and promoting. It is the Government's intent to affirmatively provide employment opportunities for those individuals who have previously not been allowed to enter into the mainstream of society. Because of its importance to the local Government, this policy carries the full endorsement of the Mayor, Commissioners, Directors and all supervisory personnel. In following this commitment to Equal Employment Opportunity and because the Government is the benefactor of the Federal funds, it is both against the Urban County Government policy and illegal for the Government to let contracts to companies which knowingly or unknowingly practice discrimination

in their employment practices. Violation of the above mentioned ordinances may cause a contract to be canceled and the contractors may be declared ineligible for future consideration.

Please sign this statement in the appropriate space acknowledging that you have read and understand the provisions contained herein. Return this document as part of your application packet.

Bidders

I/We agree to comply with the Civil Rights Laws listed above that govern employment rights of minorities, women, Vietnam veterans, handicapped and aged persons.

Signature	**Tunnell-Spangler-Walsh & Associates d/b/a TSW** *Name of Business*

GENERAL PROVISIONS

1. Each Respondent shall comply with all Federal, State & Local regulations concerning this type of service or good.

   The Respondent agrees to comply with all statutes, rules, and regulations governing safe and healthful working conditions, including the Occupational Health and Safety Act of 1970, *29 U.S.C. 650 et. seq.*, as amended, and KRS Chapter 338. The Respondent also agrees to notify the LFUCG in writing immediately upon detection of any unsafe and/or unhealthful working conditions at the job site. The Respondent agrees to indemnify, defend and hold the LFUCG harmless from all penalties, fines or other expenses arising out of the alleged violation of said laws.

2. Failure to submit ALL forms and information required in this RFP may be grounds for disqualification.

3. Addenda: All addenda and IonWave Q&A, if any, shall be considered in making the proposal, and such addenda shall be made a part of this RFP. Before submitting a proposal, it is incumbent upon each proposer to be informed as to whether any addenda have been issued, and the failure to cover in the bid any such addenda may result in disqualification of that proposal.

4. Proposal Reservations: LFUCG reserves the right to reject any or all proposals, to award in whole or part, and to waive minor immaterial defects in proposals. LFUCG may consider any alternative proposal that meets its basic needs.

5. Liability: LFUCG is not responsible for any cost incurred by a Respondent in the preparation of proposals.

6. Changes/Alterations: Respondent may change or withdraw a proposal at any time prior to the opening; however, no oral modifications will be allowed. Only letters, or other formal written requests for modifications or corrections of a previously submitted proposal which is addressed in the same manner as the proposal, and received by LFUCG prior to the scheduled closing time for receipt of proposals, will be accepted. The proposal, when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope which is plainly marked "modifications of proposal".

7. Clarification of Submittal: LFUCG reserves the right to obtain clarification of any point in a bid or to obtain additional information from a Respondent.

8. Bribery Clause: By his/her signature on the bid, Respondent certifies that no employee of his/hers, any affiliate or Subcontractor, has bribed or attempted to bribe an officer or employee of the LFUCG.

9. Additional Information: While not necessary, the Respondent may include any product brochures, software documentation, sample reports, or other documentation that may assist LFUCG in better understanding and evaluating the Respondent's response. Additional documentation shall not serve as a substitute for other documentation which is required by this RFP to be submitted with the proposal,

10. Ambiguity, Conflict or other Errors in RFP: If a Respondent discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, it shall immediately notify LFUCG of such error in writing and request modification or clarification of the document if allowable by the LFUCG.

11. Agreement to Bid Terms: In submitting this proposal, the Respondent agrees that it has carefully examined the specifications and all provisions relating to the work to be done attached hereto and made part of this proposal. By acceptance of a Contract under this RFP, proposer states that it understands the meaning, intent and requirements of the RFP and agrees to the same. The successful Respondent shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to Respondent shall be authorized for services or expenses reasonably covered under these provisions that the proposer omits from its Proposal.

12. Cancellation: If the services to be performed hereunder by the Respondent are not performed in an acceptable manner to the LFUCG, the LFUCG may cancel this contract for cause by providing written notice to the proposer, giving at least thirty (30) days notice of the proposed cancellation and the reasons for same. During that time period, the proposer may seek to bring the performance of services hereunder to a level that is acceptable to the LFUCG, and the LFUCG may rescind the cancellation if such action is in its best interest.

A. Termination for Cause

(1) LFUCG may terminate a contract because of the contractor's failure to perform its contractual duties

(2) If a contractor is determined to be in default, LFUCG shall notify the contractor of the determination in writing, and may include a specified date by which the contractor shall cure the identified deficiencies. LFUCG may proceed with termination if the contractor fails to cure the deficiencies within the specified time.

(3) A default in performance by a contractor for which a contract may be terminated shall include, but shall not necessarily be limited to:
   (a) Failure to perform the contract according to its terms, conditions and specifications;
   (b) Failure to make delivery within the time specified or according

to a delivery schedule fixed by the contract;

(c) Late payment or nonpayment of bills for labor, materials, supplies, or equipment furnished in connection with a contract for construction services as evidenced by mechanics' liens filed pursuant to the provisions of KRS Chapter 376, or letters of indebtedness received from creditors by the purchasing agency;

(d) Failure to diligently advance the work under a contract for construction services;

(e) The filing of a bankruptcy petition by or against the contractor; or

(f) Actions that endanger the health, safely or welfare of the LFUCG or its citizens.

B. At Will Termination

Notwithstanding the above provisions, the LFUCG may terminate this contract at will in accordance with the law upon providing thirty (30) days written notice of that intent, Payment for services or goods received prior to termination shall be made by the LFUCG provided these goods or services were provided in a manner acceptable to the LFUCG. Payment for those goods and services shall not be unreasonably withheld.

13. Assignment of Contract: The contractor shall not assign or subcontract any portion of the Contract without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of LFUCG.

14. No Waiver: No failure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by LFUCG in exercising any right, remedy, power or privilege under or in respect of this Contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.

15. Authority to do Business: The Respondent must be a duly organized and authorized to do business under the laws of Kentucky. Respondent must be in good standing and have full legal capacity to provide the services specified under this Contract. The Respondent must have all necessary right and lawful authority to enter into this Contract for the full term hereof and that proper corporate or other action has been duly taken authorizing the Respondent to enter into this Contract. The Respondent will provide LFUCG with a copy of a corporate resolution authorizing this action and a letter from an attorney confirming that the proposer is authorized to do business in the State of Kentucky if requested. All proposals must

be signed by a duly authorized officer, agent or employee of the Respondent.

16. Governing Law: This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this Contract, the Parties agree that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Contract or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.

17. Ability to Meet Obligations: Respondent affirmatively states that there are no actions, suits or proceedings of any kind pending against Respondent or, to the knowledge of the Respondent, threatened against the Respondent before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of Respondent to perform its obligations under this Contract, or which question the legality, validity or enforceability hereof or thereof.

18. Contractor understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Contractor is an independent contractor at all times during the performance of the services specified.

19. If any term or provision of this Contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.

20. Contractor [or Vendor or Vendor's Employees] will not appropriate or make use of the Lexington-Fayette Urban County Government (LFUCG) name or any of its trade or service marks or property (including but not limited to any logo or seal), in any promotion, endorsement, advertisement, testimonial or similar use without the prior written consent of the government. If such consent is granted LFUCG reserves the unilateral right, in its sole discretion, to immediately terminate and revoke such use for any reason whatsoever. Contractor agrees that it shall cease and desist from any unauthorized use immediately upon being notified by LFUCG.

Signature

February 12, 2025
Date

TUNN&SPANG CBOURDON

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 9/10/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Carol Bourdon
Weymouth, Swayze, and Corroon Ins 5710 Kennett Pike, PO Box 3939 Wilmington, DE 19807	PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: cbourdon@wscins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : CNA	
INSURER B : HARTFORD INSURANCE COMPANY	
INSURER C : CONTINENTAL CASUALTY	20443
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Tunnell-Spangler & Associates, Inc. DBA TSW
1447 Peachtree St., NE
Suite 850
Atlanta, GA 30309

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY							
	CLAIMS-MADE X OCCUR			6020707119	9/5/2024	9/5/2025	EACH OCCURRENCE	$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 4,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 4,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY							
	X ANY AUTO			6020707119	9/5/2024	9/5/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per person)	$
	X HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR							
	EXCESS LIAB CLAIMS-MADE			6020707167	9/5/2024	9/5/2025	EACH OCCURRENCE	$ 5,000,000
	DED X RETENTION $ 10,000						AGGREGATE	$ 5,000,000
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N	N/A		44WECAT5YS8	9/5/2024	9/5/2025	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
C	Professional Liab.			AEH254029695	9/5/2024	9/5/2025	Per Occurrence	2,000,000
C	Ded. $25,000			AEH254029695	9/5/2024	9/5/2025	Aggregate	4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Additional named insured:
Tunnell-Spangler & Associates, Inc. d/b/a Tunnell-Spangler-Walsh & Associates, Inc. and TSW

CERTIFICATE HOLDER

Evidence of Insurance

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03)

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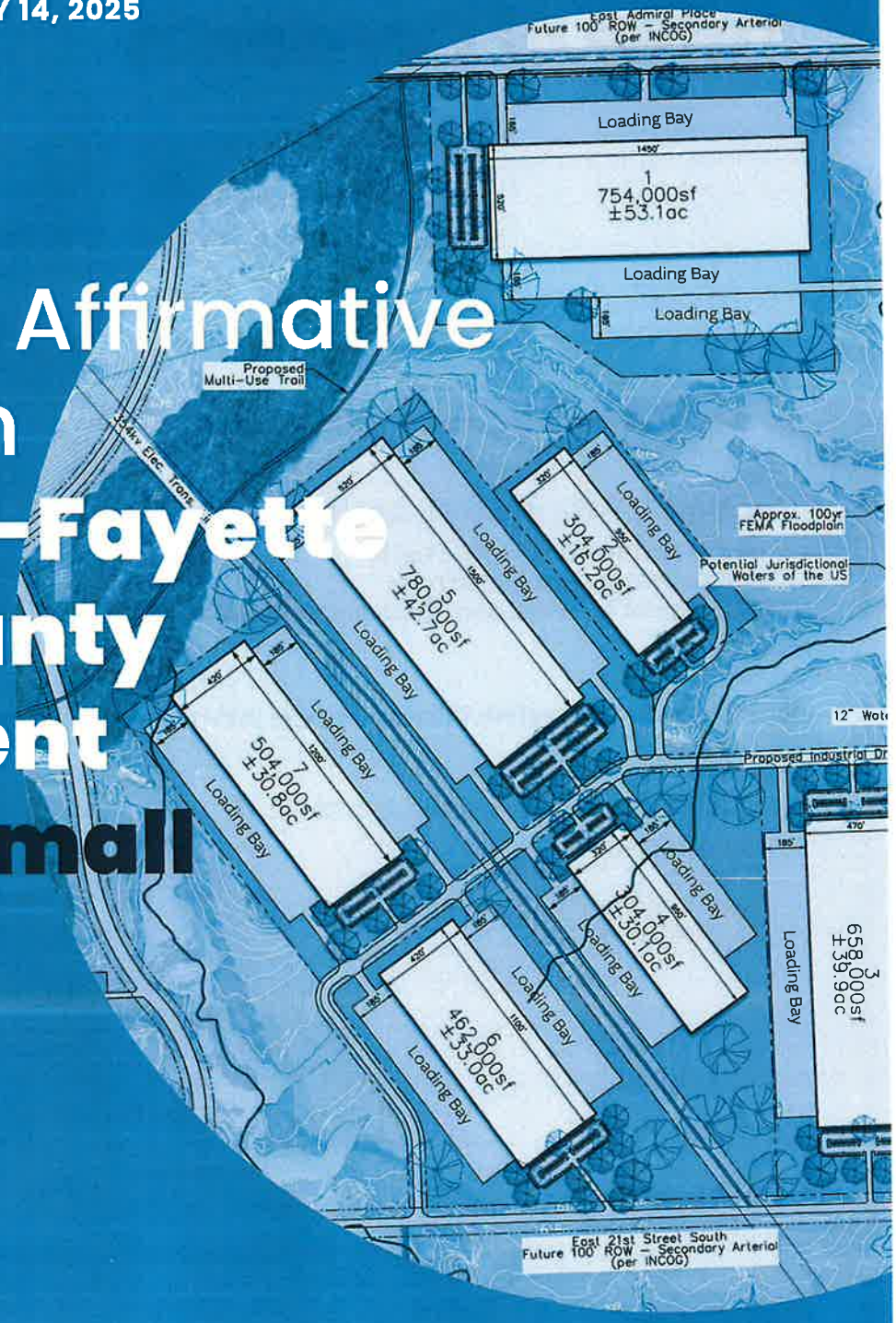

TSW
TUNNELL, SPANGLER,
WALSH & ASSOCIATES

RFP: **#2-2025** / DUE: **FEBRUARY 14, 2025**

TSW Team Affirmative Action Plan

Lexington-Fayette Urban County Government

Blue Sky Small Area Plan



TSW
TUNNELL, SPANGLER, WALSH & ASSOCIATES

SUBMITTED BY:

Tunnell-Spangler-Walsh & Associates, Inc.
d/b/a **TSW**
Contact: Samantha Castro, Senior Associate
Lexington Office Manager
110 West Vine Street, Suite 300
Lexington, KY 40507
Phone: 859.317.5585
Email: scastro@tsw-design.com
Web: www.tsw-design.com

SUBMITTED TO:

Director, Division of Central Procurement
Lexington-Fayette Urban County Government
200 East Main Street, 3rd Floor
Lexington, KY 40507

TSW TEAM PROPOSAL

Table of Contents

Letter of Introduction.....iii

Section 1: Affirmative Action Plan.....1

LFUCG MWDBE Participation Form
LFUCG MWDBE Substitution Form
Attachment A - Small and Disadvantaged, Minority-, Women-, and Veteran-Owned Business Outreach Plan

Section 2: Current Work Force Analysis Form.....9

Section 3: Additional Forms.....10

Proposal Form
Affidavit
Equal Opportunity Agreement
General Provisions

TUNNELL, SPANGLER,
WALSH & ASSOCIATES

Atlanta, Georgia
Lexington, Kentucky
Tulsa, Oklahoma
Chattanooga, Tennessee

February 12, 2025

Dear Selection Committee:

Tunnell-Spangler-Walsh & Associates, Inc. (TSW) is pleased to submit our Affirmation Action Plan to the Lexington-Fayette Urban County Government in support of the Blue Sky Small Area Plan effort.

For this project, we have included Partners for Economic Solutions (PES), a woman-owned business enterprise that is certified by the District of Columbia Department of Transportation to meet the DBE goal.

Concerning the goal for Veteran-owned firm participation, we reviewed the Veteran subcontractors list from LFUCG and did not find one that suited our current team needs.

After reviewing the contents of this plan, please reach out if you have any questions or need additional information.

Sincerely,

Caleb Racicot, Principal

Direct: 470.751.2421
Email: cracicot@tsw-design.com

Samantha Castro, Senior Associate

Direct: 859.317.5585
Email: scastro@tsw-design.com

LEXINGTON

LFUCG MWDBE PARTICIPATION FORM
Bid/RFP/Quote Reference # 2-2025

The MWDBE and/or veteran subcontractors listed have agreed to participate on this Bid/RFP/Quote. If any substitution is made or the total value of the work is changed prior to or after the job is in progress, it is understood that those substitutions must be submitted to the Division of Procurement for approval immediately. **Failure to submit a completed form may cause rejection of the bid.**

MWBE Company, Name, Address, Phone, Email	DBE/MBE WBE/VOSB/SDVOSB	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1. Partners for Economic Solutions (PES) 349 Cedar Street, NW Washington, DC 20012 Ph: 202.621.9103 info@pesconsult.com	WBE	- Economic Analysis - Development Recommendations	$35,000	8%
2.				
3.				
4.				

The undersigned company representative submits the above list of MDWBE and veteran firms to be used in accomplishing the work contained in this Bid/RFP/Quote. Any misrepresentation may result in the termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

Tunnell-Spangler-Walsh & Associates d/b/a TSW
Company


Company Representative

February 12, 2025
Date

Principal
Title

LEXINGTON

LFUCG MWDBE SUBSTITUTION FORM
Bid/RFP/Quote Reference # 2-2025

The substituted MWDBE and/or veteran subcontractors listed below have agreed to participate on this Bid/RFP/Quote. These substitutions were made prior to or after the job was in progress. These substitutions were made for reasons stated below and are now being submitted to the Division of Procurement for approval. By the authorized signature of a representative of our company, we understand that this information will be entered into our file for this project. **Note: Form required if a subcontractor is being substituted on a contract.**

SUBSTITUTED DBE/MBE/WBE/VOSB Company Name, Address, Phone, Email	DBE/MBE/WBE/VOSB/SDVOSB Formally Contracted/ Name, Address, Phone, Email	Work to Be Performed	Reason for the Substitution	Total Dollar Value of the Work	% Value of Total Contract
1. N/A					
2.					
3.					
4.					

The undersigned acknowledges that any misrepresentation may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

Tunnell-Spangler-Walsh & Associates d/b/a TSW
Company

Company Representative

February 12, 2025
Date

Principal
Title

ATTACHMENT A – SMALL AND DISADVANTAGED, MINORITY-, WOMEN-, AND VETERAN-OWNED BUSINESS OUTREACH PLAN

Proposer Name:	Tunnell-Spangler-Walsh & Associates d/b/a TSW	**Date:**	February 12, 2025
Project Name:	Blue Sky Small Area Plan	**Project Number:**	2-2025
Contact Name:	Samantha Castro	**Telephone:**	859.317.5585
Email:	scastro@tsw-design.com		

The mission of the Minority Business Enterprise Program is to facilitate the full participation of disadvantaged businesses, minority-, women-, veteran-, and service-disabled veteran-owned businesses in the procurement process and to promote economic inclusion as a business imperative essential to the long -term economic viability of Lexington-Fayette Urban County Government.

To that end, small and disadvantaged businesses, including minority-, woman-, veteran-, and service-disabled veteran-owned businesses, must have an equal opportunity to be utilized in the performance of contracts with public funds spent from certain discretionary agreements. By submitting its offer, Bidder/Proposer certifies that it has taken, and if there are further opportunities will take, reasonable steps to ensure that small and disadvantaged businesses, including minority-, woman-, veteran-, and service-disabled veteran-owned businesses, are provided an equal opportunity to compete for and participate in the performance of any subcontracts resulting from this procurement.

The information submitted in response to this clause will not be considered in any scored evaluation. Failure to submit this form may cause the bid or proposal to be rejected.

Is the Bidder/ Proposer a certified firm? Yes ☒ No ☐

If yes, indicate all certification type(s):

DBE ☐ MBE ☐ WBE ☐ SBE ☒ VOSB/SDVOSB ☐

and supply a copy of the certificate and/or certification letter if not currently listed on the city's Minority Business Enterprise Program's (MBEP) certified list.

1. Include a list of firms that Bidder/ Proposer has had a contractual relationship with within the last two years that are minority-owned, woman-owned, veteran-owned or small businesses, regardless of their certification status.

Partners for Economic Solutions, Contente Consulting, Shear Structural, J&A Engineering, Sycamore Consulting, Stability Engineering, Grice and Associates, Toole Design

2. Does Bidder/Proposer foresee any subcontracting opportunities for this procurement?

Yes ☒ No ☐

If no, please explain why in the field below. Do not complete the rest of this form and submit this first page with your bid and/or proposal. Click or tap here to enter text.

If yes, please complete the following pages and submit all pages with your bid and/or proposal.

Describe the steps Bidder/Proposer took to solicit small and disadvantaged businesses, including MBEs, WBEs, VOSBs, and SDVOSBs, for subcontracting opportunities for this procurement.

3. Check the good faith and outreach efforts the Bidder/Proposer used to encourage the participation of small and disadvantaged businesses including, MBEs, WBEs, VOSBs and SDVOSBs:

- ☐ Bidder placed advertisements in search of prospective small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs for the solicitation.
- ☐ Bidder attended LFUCG Procurement Economic Inclusion Outreach event(s) within the past year.
- ☐ Bidder attended pre-bid and/or pre-proposal meetings for this solicitation.
- ☐ Bidder sponsored an Economic Inclusion Outreach event.
- ☐ Bidder requested a list of certified small, DBE, MBE, WBE, VOSB and/or SDVOSB subcontractors or suppliers from LFUCG.
- ☐ Bidder contacted organizations that work with small, DBE, MBE, WBE, VOSB and/or SDVOSB companies.
- ☒ Bidder sent written notices to certified small, DBE, MBE, WBE, VOSB and SDVOSB businesses.
- ☒ Bidder followed up to initial solicitations with interested small, DBE, MBE, WBE, VOSB and/or SDVOSB.
- ☒ Bidder provided small, DBE, MBE, WBE, VOSB and/or SDVOSB businesses interested in performing the solicited work with prompt access to the plans, specifications, scope of work, and requirements of the solicitation.
- ☒ Bidder made efforts to segment portions of the work to be performed by small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs, including dividing sub-bid/partnership opportunities into economically feasible units/parcels, to facilitate participation.

☒ Bidder negotiated in good faith with interested small, DBE, MBE, WBE, VOSB and/or SDVOSB businesses.

☐ Bidder provided adequate rationale for rejecting any small business', DBEs, MBEs, WBEs, VOSBs or SDVOSBs for lack of qualifications.

☐ Bidder offered assistance in obtaining bonding, insurance, financial, equipment, or other resources to small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs, in an effort to assist them in meeting project requirements.

☐ Bidder made efforts to expand the search for small businesses, DBEs MBEs, WBEs, VOSBs and/or SDVOSBs beyond the usual geographic boundaries.

☐ Bidder made other reasonable efforts to include small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs participation.

4. Bidder/Proposer must include documentation, including the date each effort was made, the medium through which each effort was made, and the outcome of each effort with this form, regardless of the level of small, DBE, MBE, WBE, VOSB and/or SDVOSB participation. Examples of required documentation include copies of email communications, copies of newspaper advertisements, or copies of quotations received from interested small businesses, DBEs, MBEs, WBEs, VOSBs or SDVOSBs.

Partners for Economic Solutions (WBE) - contacted via email January 29, 2025 about teaming and follow-up email for proposal materials on February 4, 2025.

For detailed information regarding outreach efforts that satisfy the MBE Program's requirements, please see "Documentation Required for Good Faith Efforts and Outreach Plans" page.

Note: The Bidder/Proposer must be willing to report the identity of each subcontractor and the value of each subcontract to MBEP if awarded a contract from this procurement.

Failure to submit the documentation requested may be cause for rejection of the bid. Bidders may include any other documentation deemed relevant to this requirement, which is subject to review by the MBE Liaison. Documentation of Good Faith and Outreach Efforts must be submitted with the bid, regardless of the proposed level of SBEs, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs participation in the procurement. If the Good Faith and Outreach Effort Form and associated documentation is not submitted with the bid response, the bid may be rejected.

SECTION 1: **AFFIRMATIVE ACTION PLAN**

The undersigned acknowledges that all information is accurate. Any misrepresentations may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and claims.

Tunnell-Spangler-Walsh & Associates d/b/a TSW	Caleb Racicot
Company	**Company Representative**
February 12, 2025	Principal
Date	**Title**

4870-1925-6809, v. 1

CITY OF ATLANTA

Andre Dickens
Mayor

SUITE 5100
68 MITCHELL STREET, SW
ATLANTA, GA 30303
(404) 330-6010 Fax: (404) 658-7359
Internet Home Page: www.atlantaga.gov

OFFICE OF CONTRACT COMPLIANCE
Bruce T. Bell
Interim Director

May 11, 2022

Mr. Adam Williamson
Tunnell, Spangler & Associates, Inc. dba Tunnell, Spangler, Walsh & Associates, Inc.
1447 Peachtree Street, Ste. 850
Atlanta, GA 30309

ANNIVERSARY DATE: May 11

Dear Mr. Williamson:

Your firm has been certified as a **Small Business Enterprise (SBE)** with the City of Atlanta's Small Business Opportunity Program (SBO). Your company's certification will last for a period of five (5) years from the date on this certification letter. Certification entitles your firm to be included in SBO plans submitted by contractors bidding on City of Atlanta projects.

As a certified firm, you are required to notify the Office of Contract Compliance if the ownership or control of your firm changes or if your office relocates outside of the twenty-county Atlanta Regional Development Commission (ARDC) area. Failure to provide this notification, in writing, may result in your firm being removed from the Small Business Opportunity Register.

Additionally, your company is required to submit a full EBO/SBO application six (6) weeks prior to your expiration date via the City of Atlanta's Supplier Diversity Management System (SDMS).

We welcome you to the City of Atlanta's Small Business Opportunity Program.

Sincerely,

Bruce T. Bell

Bruce T. Bell, Interim Director
Mayor's Office of Contract Compliance

BTB/mp

Certification #: 2022-27-045 **Supplier ID #:** 701345 **Phone #:** (404) 873-6730

Business: Architectural services; all other professional, technical and scientific consulting services

May 20, 2024

ABIGAIL FERRETTI
Partners for Economic Solutions, LLC
349 CEDAR ST NW
WASHINGTON, DC 20012-2025

RE: Certification No. 2279

Dear ABIGAIL FERRETTI:

We are pleased to inform you that your firm has been found eligible to continue its certification as a Small Business Enterprise (SBE) with the District of Columbia Unified Certification Program (DCUCP), effective May 15, 2024. DCUCP participants include the Washington Metropolitan Area Transit Authority (WMATA) and the District of Columbia Department of Transportation (DDOT). Your firm is subject to the requirements of the Disadvantaged Business Enterprise regulations, Title 49, Code of Federal Regulations, Part 26, as amended and all laws of this jurisdiction applicable to the transaction of business. You are currently certified in the following North American Industry Classification System (NAICS) Code(s):

NAICS 531390: OTHER ACTIVITIES RELATED TO REAL ESTATE
NAICS 541613: MARKETING CONSULTING SERVICES
NAICS 541690: ECONOMIC CONSULTING SERVICES
NAICS 541910: MARKETING RESEARCH AND PUBLIC OPINION POLLING

If you have any questions, contact Viola Hiers, DBE Program Certification Specialist at 202-524-8537 or via email at https://ddot.dbesystem.com/.

Sincerely,

LaKisha Love-Pettis, CSM, CCA, NIMS & ICS FEMA Certified Instructor
Acting Chief Transportation Equity and Inclusion Officer
Equity and Inclusion Division
Office of the Director

SECTION 2: **CURRENT WORK FORCE ANALYSIS FORM**

WORKFORCE ANALYSIS FORM

Name of Organization: Tunnell-Spangler-Walsh & Associates d/b/a TSW

Categories	Total	White (Not Hispanic or Latino)		Hispanic or Latino		Black or African-American (Not Hispanic or Latino		Native Hawaiian and Other Pacific Islander (Not Hispanic or Latino		Asian (Not Hispanic or Latino		American Indian or Alaskan Native (not Hispanic or Latino		Two or more races (Not Hispanic or Latino		Total	
		M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Administrators	2		2														2
Professionals	36	11	11		2	3	1			2	6					16	20
Superintendents																	
Supervisors	9	5	2		1								1			5	4
Foremen																	
Technicians																	
Protective Service																	
Para-Professionals																	
Office/Clerical																	
Skilled Craft																	
Service/Maintenance																	
Total:	47	16	15		3	3	1			2	6		1			21	26

Prepared by: Rebekah Calvert, Marketing Mgr **Date:** 2 / 5 / 25

(Name and Title)

Revised 2015-Dec-15

SECTION 3: **ADDITIONAL FORMS**

Firm Submitting Proposal: **Tunnell-Spangler-Walsh & Associates d/b/a TSW**

Complete Address: **110 West Vine Street, Suite 300, Lexington, KY 40507**
Street City Zip

Contact Name: **Samantha Castro** Title: **Lexington Office Manager / Senior Associate**

Telephone Number: **859.317.5585** Fax Number: **N/A**

Email address: **scastro@tsw-design.com**

AFFIDAVIT

Comes the Affiant, Caleb Racicot, and after being first duly sworn, states under penalty of perjury as follows:

1. His/her name is Caleb Racicot and he/she is the individual submitting the proposal or is the authorized representative of Tunnell-Spangler-Walsh & Associates d/b/a TSW, the entity submitting the proposal (hereinafter referred to as "Proposer").

2. Proposer will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the proposal is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.

3. Proposer will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.

4. Proposer has authorized the Division of Central Purchasing to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.

5. Proposer has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Proposer will not violate any provision of the campaign finance laws of the Commonwealth.

6. Proposer has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."

Continued on next page

7. Proposer acknowledges that "knowingly" for purposes of this Affidavit means, with respect to conduct or to circumstances described by a statute or ordinance defining an offense, that a person is aware or should have been aware that his conduct is of that nature or that the circumstance exists.

Further, Affiant sayeth naught.

STATE OF Georgia

COUNTY OF Fulton

The foregoing instrument was subscribed, sworn to and acknowledged before me by Caleb Racicot, Principal on this the 12th day of February, 2025.

My Commission expires: July 25, 2025

NOTARY PUBLIC, STATE AT LARGE

ALANNA FAIRBURN NOTARY PUBLIC DEKALB COUNTY, GEORGIA My Commission Expires 07-25-2025

EQUAL OPPORTUNITY AGREEMENT

Standard Title VI Assurance

The Lexington Fayette-Urban County Government, (hereinafter referred to as the "Recipient") hereby agrees that as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78Stat.252, 42 U.S.C. 2000d-4 (hereinafter referred to as the "Act"), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, (49 CFR, Part 21) Nondiscrimination in Federally Assisted Program of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the "Regulations") and other pertinent directives, no person in the United States shall, on the grounds of race, color, national origin, sex, age (over 40), religion, sexual orientation, gender identity, veteran status, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives Federal financial assistance from the U.S. Department of Transportation, including the Federal Highway Administration, and hereby gives assurance that will promptly take any necessary measures to effectuate this agreement. This assurance is required by subsection 21.7(a) (1) of the Regulations.

The Law

- Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.
- Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment discrimination by contractor and sub-contractor doing business with the Federal Government or recipients of Federal funds. This order was later amended by Executive Order No. 11375 to prohibit discrimination on the basis of sex.
- Section 503 of the Rehabilitation Act of 1973 states:

  The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap.

- Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal contracts.
- Section 206(A) of Executive Order 12086, Consolidation of Contract Compliance Functions for Equal Employment Opportunity, states:

  The Secretary of Labor may investigate the employment practices of any Government contractor or sub-contractor to determine whether or not the contractual provisions specified in Section 202 of this order have been violated.

****

The Lexington-Fayette Urban County Government practices Equal Opportunity in recruiting, hiring and promoting. It is the Government's intent to affirmatively provide employment opportunities for those individuals who have previously not been allowed to enter into the mainstream of society. Because of its importance to the local Government, this policy carries the full endorsement of the Mayor, Commissioners, Directors and all supervisory personnel. In following this commitment to Equal Employment Opportunity and because the Government is the benefactor of the Federal funds, it is both against the Urban County Government policy and illegal for the Government to let contracts to companies which knowingly or unknowingly practice discrimination

in their employment practices. Violation of the above mentioned ordinances may cause a contract to be canceled and the contractors may be declared ineligible for future consideration.

Please sign this statement in the appropriate space acknowledging that you have read and understand the provisions contained herein. Return this document as part of your application packet.

Bidders

I/We agree to comply with the Civil Rights Laws listed above that govern employment rights of minorities, women, Vietnam veterans, handicapped and aged persons.

Signature	**Tunnell-Spangler-Walsh & Associates d/b/a TSW** *Name of Business*

GENERAL PROVISIONS

1. Each Respondent shall comply with all Federal, State & Local regulations concerning this type of service or good.

   The Respondent agrees to comply with all statutes, rules, and regulations governing safe and healthful working conditions, including the Occupational Health and Safety Act of 1970, *29 U.S.C. 650 et. seq.*, as amended, and KRS Chapter 338. The Respondent also agrees to notify the LFUCG in writing immediately upon detection of any unsafe and/or unhealthful working conditions at the job site. The Respondent agrees to indemnify, defend and hold the LFUCG harmless from all penalties, fines or other expenses arising out of the alleged violation of said laws.

2. Failure to submit ALL forms and information required in this RFP may be grounds for disqualification.

3. Addenda: All addenda and IonWave Q&A, if any, shall be considered in making the proposal, and such addenda shall be made a part of this RFP. Before submitting a proposal, it is incumbent upon each proposer to be informed as to whether any addenda have been issued, and the failure to cover in the bid any such addenda may result in disqualification of that proposal.

4. Proposal Reservations: LFUCG reserves the right to reject any or all proposals, to award in whole or part, and to waive minor immaterial defects in proposals. LFUCG may consider any alternative proposal that meets its basic needs.

5. Liability: LFUCG is not responsible for any cost incurred by a Respondent in the preparation of proposals.

6. Changes/Alterations: Respondent may change or withdraw a proposal at any time prior to the opening; however, no oral modifications will be allowed. Only letters, or other formal written requests for modifications or corrections of a previously submitted proposal which is addressed in the same manner as the proposal, and received by LFUCG prior to the scheduled closing time for receipt of proposals, will be accepted. The proposal, when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope which is plainly marked "modifications of proposal".

7. Clarification of Submittal: LFUCG reserves the right to obtain clarification of any point in a bid or to obtain additional information from a Respondent.

8. Bribery Clause: By his/her signature on the bid, Respondent certifies that no employee of his/hers, any affiliate or Subcontractor, has bribed or attempted to bribe an officer or employee of the LFUCG.

9. Additional Information: While not necessary, the Respondent may include any product brochures, software documentation, sample reports, or other documentation that may assist LFUCG in better understanding and evaluating the Respondent's response. Additional documentation shall not serve as a substitute for other documentation which is required by this RFP to be submitted with the proposal,

10. Ambiguity, Conflict or other Errors in RFP: If a Respondent discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, it shall immediately notify LFUCG of such error in writing and request modification or clarification of the document if allowable by the LFUCG.

11. Agreement to Bid Terms: In submitting this proposal, the Respondent agrees that it has carefully examined the specifications and all provisions relating to the work to be done attached hereto and made part of this proposal. By acceptance of a Contract under this RFP, proposer states that it understands the meaning, intent and requirements of the RFP and agrees to the same. The successful Respondent shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to Respondent shall be authorized for services or expenses reasonably covered under these provisions that the proposer omits from its Proposal.

12. Cancellation: If the services to be performed hereunder by the Respondent are not performed in an acceptable manner to the LFUCG, the LFUCG may cancel this contract for cause by providing written notice to the proposer, giving at least thirty (30) days notice of the proposed cancellation and the reasons for same. During that time period, the proposer may seek to bring the performance of services hereunder to a level that is acceptable to the LFUCG, and the LFUCG may rescind the cancellation if such action is in its best interest.

A. Termination for Cause

(1) LFUCG may terminate a contract because of the contractor's failure to perform its contractual duties

(2) If a contractor is determined to be in default, LFUCG shall notify the contractor of the determination in writing, and may include a specified date by which the contractor shall cure the identified deficiencies. LFUCG may proceed with termination if the contractor fails to cure the deficiencies within the specified time.

(3) A default in performance by a contractor for which a contract may be terminated shall include, but shall not necessarily be limited to:
   (a) Failure to perform the contract according to its terms, conditions and specifications;
   (b) Failure to make delivery within the time specified or according

to a delivery schedule fixed by the contract;

(c) Late payment or nonpayment of bills for labor, materials, supplies, or equipment furnished in connection with a contract for construction services as evidenced by mechanics' liens filed pursuant to the provisions of KRS Chapter 376, or letters of indebtedness received from creditors by the purchasing agency;

(d) Failure to diligently advance the work under a contract for construction services;

(e) The filing of a bankruptcy petition by or against the contractor; or

(f) Actions that endanger the health, safely or welfare of the LFUCG or its citizens.

B. At Will Termination

Notwithstanding the above provisions, the LFUCG may terminate this contract at will in accordance with the law upon providing thirty (30) days written notice of that intent, Payment for services or goods received prior to termination shall be made by the LFUCG provided these goods or services were provided in a manner acceptable to the LFUCG. Payment for those goods and services shall not be unreasonably withheld.

13. Assignment of Contract: The contractor shall not assign or subcontract any portion of the Contract without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of LFUCG.

14. No Waiver: No failure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by LFUCG in exercising any right, remedy, power or privilege under or in respect of this Contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.

15. Authority to do Business: The Respondent must be a duly organized and authorized to do business under the laws of Kentucky. Respondent must be in good standing and have full legal capacity to provide the services specified under this Contract. The Respondent must have all necessary right and lawful authority to enter into this Contract for the full term hereof and that proper corporate or other action has been duly taken authorizing the Respondent to enter into this Contract. The Respondent will provide LFUCG with a copy of a corporate resolution authorizing this action and a letter from an attorney confirming that the proposer is authorized to do business in the State of Kentucky if requested. All proposals must

be signed by a duly authorized officer, agent or employee of the Respondent.

16. Governing Law: This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this Contract, the Parties agree that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Contract or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.

17. Ability to Meet Obligations: Respondent affirmatively states that there are no actions, suits or proceedings of any kind pending against Respondent or, to the knowledge of the Respondent, threatened against the Respondent before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of Respondent to perform its obligations under this Contract, or which question the legality, validity or enforceability hereof or thereof.

18. Contractor understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Contractor is an independent contractor at all times during the performance of the services specified.

19. If any term or provision of this Contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.

20. Contractor [or Vendor or Vendor's Employees] will not appropriate or make use of the Lexington-Fayette Urban County Government (LFUCG) name or any of its trade or service marks or property (including but not limited to any logo or seal), in any promotion, endorsement, advertisement, testimonial or similar use without the prior written consent of the government. If such consent is granted LFUCG reserves the unilateral right, in its sole discretion, to immediately terminate and revoke such use for any reason whatsoever. Contractor agrees that it shall cease and desist from any unauthorized use immediately upon being notified by LFUCG.

Signature

February 12, 2025
Date



TUNNELL, SPANGLER,
WALSH & ASSOCIATES

R-126-2025
Contract #060-2025

CROWN CASTLE

AGREEMENT TO AMEND LEASE

In consideration of the mutual promises set forth in this Agreement ("Agreement"), the undersigned lessor ("Lessor") agrees to amend the Lease, defined below by and between Lessor and T-Mobile USA Tower LLC, a Delaware limited liability company, by CCTMO LLC, a Delaware limited liability company, its Attorney in Fact ("Lessee") on the terms and conditions set forth herein ("Transaction").

Lessor: *Lexington Fayette Urban County Government* **BU**: *823850*	**Site Address:** 652 Southpoint Drive (911 Address) Fayette, KY 40515 Fayette County
Lease Details ("Lease"): *Option and Ground Lease Agreement dated March 2, 2006, between Lessor and Lessee for all or a portion of the Lessor's real property located at the above site address* **("Premises")**.	
Amendment Terms:	• *Section 2 of the Option and Ground Lease Agreement provides for an initial term of five (5) years and four (4) additional terms of five (5) years each (each a "Renewal Term"), with a final Lease expiration date of June 22, 2031. The Lease will be amended by adding one (1) Renewal Term(s) of five (5) years each. Upon execution of the Lease Amendment, the new final Lease expiration date will be June 22, 2036. The annual rental for the extended 5th term shall be $36,204.38.* • *The modifications to the Lease that are set forth in this Letter Agreement are the only modifications that will be made to the Lease pursuant to the Lease Amendment. The remainder of the Lease will remain unchanged and in full force and effect.*

Lessor understands that closing of the Transaction is subject to Lessee's discretionary due diligence review and final underwriting approval. Lessor has executed this Agreement as a material inducement to Lessee for its willingness to incur costs associated with its due diligence review and underwriting approval procedures. Lessor represents that it will proceed with the Transaction, negotiate in good faith and fully cooperate with Lessee to close the Transaction on the terms set forth in this Agreement. Lessor acknowledges that Lessee has relied upon the foregoing representations by agreeing to evaluate the Transaction and incur any applicable underwriting and/or due diligence costs in connection with such evaluation. As further consideration to Lessee for its agreement to evaluate the Transaction, until the Transaction is closed Lessor will not, whether directly or indirectly, sell, lease or otherwise transfer or encumber all or any portion of the Premises subject to the Transaction or any interest therein, or solicit or engage in discussions or negotiations with any third party related to the transfer of any rights or interests in the Premises to any third party other than Lessee. Notwithstanding any language herein to the contrary, Lessee may terminate this Agreement at any time prior to closing, in its discretion, without damages or liability, by providing written notice to Lessor. Upon termination, neither party shall have any further obligation or liability to the other.

ACKNOWLEDGED AND AGREED this 21 day of March, 2025.

LESSOR: Lexington Fayette Urban County Government

Signature: Linda Gorton

Print Name: Linda Gorton

Title: Mayor

LESSEE: T-Mobile USA Tower LLC,
a Delaware limited liability company

By: CCTMO LLC,
a Delaware limited liability company,
its Attorney in Fact

Signature:

Print Name: Hersh Pise

Title: National Real Estate Acquisition Manager

2/18/2025

CROWN CASTLE

AGREEMENT TO AMEND LEASE

In consideration of the mutual promises set forth in this Agreement ("Agreement"), the undersigned lessor ("Lessor") agrees to amend the Lease, defined below by and between Lessor and NCWPCS MPL 31 – Year Sites Tower Holdings LLC, a Delaware limited liability company, by CCATT LLC, a Delaware limited liability company, its Attorney in Fact ("Lessee") on the terms and conditions set forth herein ("Transaction").

Lessor: *Lexington Fayette Urban County Government* **BU**: *841876*	**Site Address:** 3655 Pimlico Parkway Lexington, KY 40517 Fayette County
Lease Details ("Lease"): *Option and Ground Lease Agreement dated March 8, 2004, between Lessor and Lessee for all or a portion of the Lessor's real property located at the above site address* **("Premises")**.	
Amendment Terms:	• *Section 2 of the Option and Ground Lease Agreement provides for an initial term of five (5) years and four (4) additional terms of five (5) years each (each a "Renewal Term"), with a final Lease expiration date of April 14, 2029. The Lease will be amended by adding one (1) Renewal Term(s) of five (5) years. Upon execution of the Lease Amendment, the new final Lease expiration date will be April 14, 2034. The annual rental for the extended 5th term shall be $28,963.57.* • *The modifications to the Lease that are set forth in this Letter Agreement are the only modifications that will be made to the Lease pursuant to the Lease Amendment. The remainder of the Lease will remain unchanged and in full force and effect.*

Lessor understands that closing of the Transaction is subject to Lessee's discretionary due diligence review and final underwriting approval. Lessor has executed this Agreement as a material inducement to Lessee for its willingness to incur costs associated with its due diligence review and underwriting approval procedures. Lessor represents that it will proceed with the Transaction, negotiate in good faith and fully cooperate with Lessee to close the Transaction on the terms set forth in this Agreement. Lessor acknowledges that Lessee has relied upon the foregoing representations by agreeing to evaluate the Transaction and incur any applicable underwriting and/or due diligence costs in connection with such evaluation. As further consideration to Lessee for its agreement to evaluate the Transaction, until the Transaction is closed Lessor will not, whether directly or indirectly, sell, lease or otherwise transfer or encumber all or any portion of the Premises subject to the Transaction or any interest therein, or solicit or engage in discussions or negotiations with any third party related to the transfer of any rights or interests in the Premises to any third party other than Lessee. Notwithstanding any language herein to the contrary, Lessee may terminate this Agreement at any time prior to closing, in its discretion, without damages or liability, by providing written notice to Lessor. Upon termination, neither party shall have any further obligation or liability to the other.

ACKNOWLEDGED AND AGREED this 21 day of March, 2025.

LESSOR: Lexington Fayette Urban County Government

Signature: Linda Gorton

Print Name: Linda Gorton

Title: Mayor

LESSEE: NCWPCS MPL 31 – Year Sites Tower Holdings LLC, a Delaware limited liability company

By: CCATT LLC,
a Delaware limited liability company,
its Attorney in Fact

Signature:

Print Name: Hersh Pise

Title: National Real Estate Acquisition Manager

02/18/2025

CROWN CASTLE

AGREEMENT TO AMEND LEASE

In consideration of the mutual promises set forth in this Agreement ("Agreement"), the undersigned lessor ("Lessor") agrees to amend the Lease, defined below by and between Lessor and New Cingular Wireless PCS, LLC, a Delaware limited liability company, by CCATT LLC, a Delaware limited liability company, its Attorney in Fact ("Lessee") on the terms and conditions set forth herein ("Transaction").

Lessor: *Lexington Fayette Urban County Government* **BU**: *841159*	**Site Address:** 375 Harvard Drive Lexington, KY 40517 Fayette County
Lease Details ("Lease"): *Option and Ground Lease Agreement dated October 30, 2003, between Lessor and Lessee for all or a portion of the Lessor's real property located at the above site address* **("Premises")**.	
Amendment Terms:	• *Section 2 of the Option and Ground Lease Agreement provides for an initial term of ninety-six (96) months and four (4) additional terms of five (5) years each (each a "Renewal Term"), with a final Lease expiration date of January 25, 2032. The Lease will be amended by adding one (1) Renewal Term(s) of five (5) years. Upon execution of the Lease Amendment, the new final Lease expiration date will be January 25, 2037. Rent for the final renewal term will be calculated in accordance with the terms of the lease.* • *The modifications to the Lease that are set forth in this Letter Agreement are the only modifications that will be made to the Lease pursuant to the Lease Amendment. The remainder of the Lease will remain unchanged and in full force and effect.*

Lessor understands that closing of the Transaction is subject to Lessee's discretionary due diligence review and final underwriting approval. Lessor has executed this Agreement as a material inducement to Lessee for its willingness to incur costs associated with its due diligence review and underwriting approval procedures. Lessor represents that it will proceed with the Transaction, negotiate in good faith and fully cooperate with Lessee to close the Transaction on the terms set forth in this Agreement. Lessor acknowledges that Lessee has relied upon the foregoing representations by agreeing to evaluate the Transaction and incur any applicable underwriting and/or due diligence costs in connection with such evaluation. As further consideration to Lessee for its agreement to evaluate the Transaction, until the Transaction is closed Lessor will not, whether directly or indirectly, sell, lease or otherwise transfer or encumber all or any portion of the Premises subject to the Transaction or any interest therein, or solicit or engage in discussions or negotiations with any third party related to the transfer of any rights or interests in the Premises to any third party other than Lessee. Notwithstanding any language herein to the contrary, Lessee may terminate this Agreement at any time prior to closing, in its discretion, without damages or liability, by providing written notice to Lessor. Upon termination, neither party shall have any further obligation or liability to the other.

ACKNOWLEDGED AND AGREED this 21 day of March, 2025.

LESSOR: Lexington Fayette Urban County Government

Signature: Linda Gorton

Print Name: Linda Gorton

Title: Mayor

LESSEE: New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: CCATT LLC,
a Delaware limited liability company,
its Attorney in Fact

Signature: HL

Print Name: Hersh Pise

Title: National Real Estate Acquisition Manager

2/18/2025

CROWN CASTLE

AGREEMENT TO AMEND LEASE

In consideration of the mutual promises set forth in this Agreement ("Agreement"), the undersigned lessor ("Lessor") agrees to amend the Lease, defined below by and between Lessor and New Cingular Wireless PCS, LLC, a Delaware limited liability company, by CCATT LLC, a Delaware limited liability company, its Attorney in Fact ("Lessee") on the terms and conditions set forth herein ("Transaction").

Lessor: *Lexington Fayette Urban County Government* **BU**: *841677*	**Site Address:** 3740 Forest Green Drive Lexington, KY 40517 Fayette County
Lease Details ("Lease"): *Option and Ground Lease Agreement dated June 11, 2004, between Lessor and Lessee for all or a portion of the Lessor's real property located at the above site address* **("Premises")**.	
Amendment Terms:	• *Section 2 of the Option and Ground Lease Agreement provides for an initial term of five (5) years and four (4) additional terms of five (5) years each (each a "Renewal Term"), with a final Lease expiration date of October 14, 2029. The Lease will be amended by adding one (1) Renewal Term(s) of five (5) years. Upon execution of the Lease Amendment, the new final Lease expiration date will be October 14, 2034. The annual rental for the extended 5th term shall be $26,550.00.* • *The modifications to the Lease that are set forth in this Letter Agreement are the only modifications that will be made to the Lease pursuant to the Lease Amendment. The remainder of the Lease will remain unchanged and in full force and effect.*

Lessor understands that closing of the Transaction is subject to Lessee's discretionary due diligence review and final underwriting approval. Lessor has executed this Agreement as a material inducement to Lessee for its willingness to incur costs associated with its due diligence review and underwriting approval procedures. Lessor represents that it will proceed with the Transaction, negotiate in good faith and fully cooperate with Lessee to close the Transaction on the terms set forth in this Agreement. Lessor acknowledges that Lessee has relied upon the foregoing representations by agreeing to evaluate the Transaction and incur any applicable underwriting and/or due diligence costs in connection with such evaluation. As further consideration to Lessee for its agreement to evaluate the Transaction, until the Transaction is closed Lessor will not, whether directly or indirectly, sell, lease or otherwise transfer or encumber all or any portion of the Premises subject to the Transaction or any interest therein, or solicit or engage in discussions or negotiations with any third party related to the transfer of any rights or interests in the Premises to any third party other than Lessee. Notwithstanding any language herein to the contrary, Lessee may terminate this Agreement at any time prior to closing, in its discretion, without damages or liability, by providing written notice to Lessor. Upon termination, neither party shall have any further obligation or liability to the other.

ACKNOWLEDGED AND AGREED this 21 day of March, 2025.

LESSOR: Lexington Fayette Urban County Government

Signature: Linda Gorton

Print Name: Linda Gorton

Title: Mayor

LESSEE: New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: CCATT LLC,
a Delaware limited liability company,
its Attorney in Fact

Signature: HL

Print Name: Hersh Pise

Title: National Real Estate Acquisition Manager

2/18/2025

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0263-25

File ID:	0263-25	**Type:**	Resolution	**Status:**	Approved
Version:	1	**Contract #:**	076-2025	**In Control:**	Urban County Council
				File Created:	03/06/2025
File Name:	Central Kentucky Business Park Authority			**Final Action:**	03/20/2025

Title: A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute the Grant Agreement with Central Ky. Business Park Authority to assist with the organization's start-up expenses, at a cost not to exceed $60,000. [Office of the Mayor, Atkins]

Notes: In office 3/19/2025. MS

SAF in the CCO. Returned to TB 3/21/2025. MS

Sponsors:		**Enactment Date:**	03/20/2025
Attachments:	Central Kentucky Business Park Authority Grant Agreement Blue Sheet March 2025, Central Kentucky Business Park Authority Grant Agreement Signed March 2025, 0263-25- Grant agreement with Business Park Authority 4927-7586-6155 v.1.docx, R-132-2025, Contract #076-2025	**Enactment Number:**	R-132-2025
Deed #:		**Hearing Date:**	
Drafter:	Troy Black	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	03/18/2025	Approved and Referred to Docket	Urban County Council	03/20/2025		Pass
1	Urban County Council	03/20/2025	Received First Reading	Urban County Council	03/20/2025		
1	Urban County Council	03/20/2025	Suspended Rules for Second Reading				Pass
1	Urban County Council	03/20/2025	Approved				Pass

Text of Legislative File 0263-25

Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute the Grant Agreement with Central Ky. Business Park Authority to

assist with the organization's start-up expenses, at a cost not to exceed $60,000. [Office of the Mayor, Atkins]

Summary

Authorization to execute a Grant Agreement with Central Kentucky Business Park Authority in the amount of $60,000 for a public partnership to establish the Triple Crown Business Park in the City of Berea. The Grant Agreement will assist the Authority will the operational start-up expenses. Funds are Budgeted. (L0263-25)(Atkins)

Budgetary Implications [select]: Yes

Advance Document Review:

Law: { Yes, Completed by [Evan Thompson, 3/6/2025]}

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

Fully Budgeted [select]: Yes

Account Number: 1144-133004-0001-78103

This Fiscal Year Impact: $ 60,000

Annual Impact: NA

Project:

Activity:

Budget Reference:

Current Balance: $1,500,000

MAYOR LINDA GORTON

LEXINGTON

KEVIN ATKINS
CHIEF DEVELOPMENT OFFICER

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

FROM: **KEVIN ATKINS**
CHIEF DEVELOPMENT OFFICER

DATE: **MARCH 6, 2025**

SUBJECT: **ECONOMIC DEVEOPMENT GRANT AGREEMENT WITH CENTRAL KENTUCKY BUSINESS PARK AUTHORITY**

REQUEST:
Authorization to execute a Grant Agreement with Central Kentucky Business Park Authority in the amount of $60,000 for a public partnership to establish the Triple Crown Business Park in the City of Berea.

REASON FOR RQUEST:
The Central Kentucky Business Park Authority is a partnership between Lexington-Fayette Urban County Government, City of Berea, Madison County and Scott County. The Authority was approved by each governmental entity and established in December 2024 for the creation of a regional economic development business park.

The $60,000 grant agreement will assist the Authority with the operational start-up expenses which are defined as 1) the salary of a Chief Executive Officer or Executive Direct, or the cost of one or more consultants to advise on the Organization's initial direction, but not both; 2) employee wages; 3) office supplies; 4) rent; and 5) startup expenses to be approved by LFUCG's Chief Development Officer.

The agreement shall commence up execution of the Grant Agreement and last until December 31, 2025.

WHAT IS THE COST IN THIS BUDGET YEAR AND FUTURE BUDGET YEARS?
The cost for FY2025 is: $60,000
The cost for future FY is: N/A

ARE THE FUNDS BUDGETED?
The funds are budgeted
Account Number: 1144-133004-0001-78103

GRANT AGREEMENT

THIS GRANT AGREEMENT, made and entered into on the _____ day of _____ 2025, by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the COMMONWEALTH OF KENTUCKY created pursuant to KRS Chapter 67A ("LFUCG"), 200 East Main Street, Lexington, Kentucky 40507, and **CENTRAL KENTUCKY BUSINESS PARK AUTHORITY,** an industrial development authority created pursuant to KRS 154.50-340 ("Organization") with offices located at 212 Chestnut Street, Berea KY 40403.

W I T N E S S E T H

WHEREAS, LFUCG, Madison County, Scott County, and City of Berea, entered into an Interlocal Cooperation Agreement on or about December 5, 2024, and other related documents, creating an industrial authority to act as the agency and instrumentality and the constituted authority of such governmental agency in the acquisition and development of business parks in the geographic area, including the Triple Crown Business Park, for regional economic development.

WHEREAS, LFUCG has authorized $2,125,000.00 to Organization for the purpose of carrying out the duties and powers of the Authority as limited by the aforementioned Agreements and relevant state law.

WHEREAS, the Organization seeks additional public funding to fill the remaining financing gap and intends to use that public funding solely to fund operational expenses;

WHEREAS, LFUCG believes that funding an organization formed to cultivate economic development through the creation of regional business parks by Organization, would serve a public purpose;

WHEREAS, LFUCG desires to provide Organization a cumulative sum of $60,000.00 ("Funds") to fill the anticipated gap in Organization's financing.

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

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

1. EFFECTIVE DATE; TERM. This Agreement shall commence on the date of its execution and shall last until December 31, 2025, unless terminated by LFUCG at an earlier time.

2. SCOPE OF WORK. Organization may use the funds provided by LFUCG under this Agreement for Operational Expenses.

"Operational Expenses" shall be defined as 1) the salary of a Chief Executive Officer or Executive Director, or the cost of one or more consultants to advise on the Organization's initial direction, but not both; 2) employee wages; 3) office supplies; 4) rent; and 5) startup expenses to be approved by LFUCG's Chief Development Officer. Prior to incurring an expense not listed herein, the Organization may request the opinion of LFUCG's Chief Development Officer regarding whether the expense is an "operational expense." The opinion of the Chief Development Officer shall be determinative. Funds may not be spent by the Organization for any other purpose without the prior written consent of LFUCG. In no event shall any funds under this Agreement be utilized by the Organization for payment to the Mayor or other LFUCG public official/employee serving as an officer of the Organization.

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

3. PAYMENT. LFUCG shall pay Organization a total amount not to exceed **sixty thousand dollars ($60,00.00) ("Funds")** within ninety (90) days of execution of this Agreement to be utilized by Organization for those allowable expenses defined in Section 2, above. By making this payment, LFUCG is not seeking additional share percentage from that provided in the Interlocal Cooperation Agreement.

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

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

5. REPORTING. By December 31, 2025, Organization shall provide a report describing its use of the funds provided under this Agreement and the Organization's progress in implementing its objectives. At all times, the Organization shall comply with any request by LFUCG for information or documents related to the activities funded by this grant.

Organization shall, at the call of the chair of the Economic Development Investment Board and the chair of the Budget, Finance, and Economic Development Committee, attend in person and present annually regarding the Organization's progress.

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

7. INSURANCE; INDEMNITY.

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

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

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

d. Organization further understands and agrees that its obligation to indemnify includes, but is not limited to: attorney fees and expenses, costs of litigation, court and

administrative costs, expert witness fees and expenses, judgments, fines, penalties, interest, all environmental cleanups and remediation costs of whatever kind, and any liability arising from death, injury, or damage of any kind, to any person, including employees and agents of Organization and LFUCG, and damage to, or destruction of, any property, including the property of LFUCG.

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

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

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

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

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

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

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

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

11. EQUAL OPPORTUNITY; FAIRNESS ORDINANCE. Organization shall provide equal opportunity in employment for all qualified persons, and shall (a) prohibit discrimination in employment because of race, color, creed, national origin, sex, age, sexual orientation, gender identity, or handicap, (b) promote equal employment through a positive, continuing program of equal employment, and (c) cause any subcontractor or

agency receiving funds provided pursuant to this Agreement to do so. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices. Organization agrees to comply with LFUCG's Fairness Ordinance (Ordinance No. 201-99) and all sources of applicable law, including those specified in any Exhibit attached to this Agreement and incorporated herein by reference.

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

13. ANNUAL AUDIT. Organization 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.

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

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

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

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

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

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

For Organization:

NAME
ADDRESS

For Government:

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

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

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

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

LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT

BY: _____
LINDA GORTON, MAYOR

ATTEST:

_____
Clerk of the Urban County Council

CENTRAL KY. BUSINESS PARK AUTHORITY.

BY: Glenn R. Jennings
GLEN JENNINGS, BOARD CHAIR
GLENN

COMMONWEALTH OF KENTUCKY)
)
COUNTY OF FAYETTE)

The foregoing instrument was acknowledged before me this the 5 day of March, 2025, by NAME, POSITION of the Central Kentucky Business Park Authority, a Kentucky nonprofit corporation.

My commission expires: 2/8/27

Bobbi Adams ID# KYNP64407
Notary Public, State-at-Large, Kentucky

4909-4967-7597, v. 1

RESOLUTION NO. _____ – 2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE THE GRANT AGREEMENT WITH CENTRAL KENTUCKY BUSINESS PARK AUTHORITY TO ASSIST WITH THE ORGANIZATION'S START-UP EXPENSES, AT A COST NOT TO EXCEED $60,000.00.

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute the Grant Agreement, which is attached hereto and incorporated herein by reference, with Central Kentucky Business Park Authority, to assist with the organization's start-up expenses.

Section 2 – That an amount, not to exceed the sum of $60,000.00, be and hereby is approved for payment to Central Kentucky Business Park Authority, from account # 1144-133004-0001-78103, pursuant to the terms of the Grant Agreement.

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

PASSED URBAN COUNTY COUNCIL:

_____
MAYOR

ATTEST:

_____
CLERK OF URBAN COUNTY COUNCIL
0263-25-EPT_4927-7586-6155, v. 1

RESOLUTION NO. 132 – 2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE THE GRANT AGREEMENT WITH CENTRAL KENTUCKY BUSINESS PARK AUTHORITY TO ASSIST WITH THE ORGANIZATION'S START-UP EXPENSES, AT A COST NOT TO EXCEED $60,000.00.

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute the Grant Agreement, which is attached hereto and incorporated herein by reference, with Central Kentucky Business Park Authority, to assist with the organization's start-up expenses.

Section 2 – That an amount, not to exceed the sum of $60,000.00, be and hereby is approved for payment to Central Kentucky Business Park Authority, from account # 1144-133004-0001-78103, pursuant to the terms of the Grant Agreement.

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

PASSED URBAN COUNTY COUNCIL: March 20,2025

Linda Gorton
MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0263-25-EPT_4927-7586-6155, v. 1

GRANT AGREEMENT

THIS GRANT AGREEMENT, made and entered into on the 21 day of March 2025, by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the COMMONWEALTH OF KENTUCKY created pursuant to KRS Chapter 67A ("LFUCG"), 200 East Main Street, Lexington, Kentucky 40507, and **CENTRAL KENTUCKY BUSINESS PARK AUTHORITY,** an industrial development authority created pursuant to KRS 154.50-340 ("Organization") with offices located at 212 Chestnut Street, Berea KY 40403.

WITNESSETH

WHEREAS, LFUCG, Madison County, Scott County, and City of Berea, entered into an Interlocal Cooperation Agreement on or about December 5, 2024, and other related documents, creating an industrial authority to act as the agency and instrumentality and the constituted authority of such governmental agency in the acquisition and development of business parks in the geographic area, including the Triple Crown Business Park, for regional economic development.

WHEREAS, LFUCG has authorized $2,125,000.00 to Organization for the purpose of carrying out the duties and powers of the Authority as limited by the aforementioned Agreements and relevant state law.

WHEREAS, the Organization seeks additional public funding to fill the remaining financing gap and intends to use that public funding solely to fund operational expenses;

WHEREAS, LFUCG believes that funding an organization formed to cultivate economic development through the creation of regional business parks by Organization, would serve a public purpose;

WHEREAS, LFUCG desires to provide Organization a cumulative sum of $60,000.00 ("Funds") to fill the anticipated gap in Organization's financing.

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

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

1. EFFECTIVE DATE; TERM. This Agreement shall commence on the date of its execution and shall last until December 31, 2025, unless terminated by LFUCG at an earlier time.

2. SCOPE OF WORK. Organization may use the funds provided by LFUCG under this Agreement for Operational Expenses.

"Operational Expenses" shall be defined as 1) the salary of a Chief Executive Officer or Executive Director, or the cost of one or more consultants to advise on the Organization's initial direction, but not both; 2) employee wages; 3) office supplies; 4) rent; and 5) startup expenses to be approved by LFUCG's Chief Development Officer. Prior to incurring an expense not listed herein, the Organization may request the opinion of LFUCG's Chief Development Officer regarding whether the expense is an "operational expense." The opinion of the Chief Development Officer shall be determinative. Funds may not be spent by the Organization for any other purpose without the prior written consent of LFUCG. In no event shall any funds under this Agreement be utilized by the Organization for payment to the Mayor or other LFUCG public official/employee serving as an officer of the Organization.

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

3. PAYMENT. LFUCG shall pay Organization a total amount not to exceed **sixty thousand dollars ($60,00.00) ("Funds")** within ninety (90) days of execution of this Agreement to be utilized by Organization for those allowable expenses defined in Section 2, above. By making this payment, LFUCG is not seeking additional share percentage from that provided in the Interlocal Cooperation Agreement.

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

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

5. REPORTING. By December 31, 2025, Organization shall provide a report describing its use of the funds provided under this Agreement and the Organization's progress in implementing its objectives. At all times, the Organization shall comply with any request by LFUCG for information or documents related to the activities funded by this grant.

Organization shall, at the call of the chair of the Economic Development Investment Board and the chair of the Budget, Finance, and Economic Development Committee, attend in person and present annually regarding the Organization's progress.

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

7. INSURANCE; INDEMNITY.

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

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

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

d. Organization further understands and agrees that its obligation to indemnify includes, but is not limited to: attorney fees and expenses, costs of litigation, court and

administrative costs, expert witness fees and expenses, judgments, fines, penalties, interest, all environmental cleanups and remediation costs of whatever kind, and any liability arising from death, injury, or damage of any kind, to any person, including employees and agents of Organization and LFUCG, and damage to, or destruction of, any property, including the property of LFUCG.

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

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

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

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

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

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

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

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

11. EQUAL OPPORTUNITY; FAIRNESS ORDINANCE. Organization shall provide equal opportunity in employment for all qualified persons, and shall (a) prohibit discrimination in employment because of race, color, creed, national origin, sex, age, sexual orientation, gender identity, or handicap, (b) promote equal employment through a positive, continuing program of equal employment, and (c) cause any subcontractor or

agency receiving funds provided pursuant to this Agreement to do so. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices. Organization agrees to comply with LFUCG's Fairness Ordinance (Ordinance No. 201-99) and all sources of applicable law, including those specified in any Exhibit attached to this Agreement and incorporated herein by reference.

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

13. ANNUAL AUDIT. Organization 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.

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

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

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

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

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

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

For Organization:

NAME
ADDRESS

For Government:

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

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

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

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

LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT

BY: Linda Gorton
LINDA GORTON, MAYOR

ATTEST: Mackenzie Stock
Deputy
Clerk of the Urban County Council

CENTRAL KY. BUSINESS PARK AUTHORITY.

BY: Glenn R. Jennings
GLEN JENNINGS, BOARD CHAIR
GLENN

COMMONWEALTH OF KENTUCKY)
)
COUNTY OF FAYETTE)

The foregoing instrument was acknowledged before me this the 5 day of March, 2025, by NAME, POSITION of the Central Kentucky Business Park Authority, a Kentucky nonprofit corporation.

My commission expires: 2/8/27

Robin Adams ID# KYNP64407
Notary Public, State-at-Large, Kentucky

4909-4967-7597, v. 1

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0264-25

File ID:	0264-25	**Type:**	Resolution	**Status:**	Approved
Version:	1	**Contract #:**	LF00211709	**In Control:**	Urban County Council
				File Created:	03/07/2025
File Name:	Change Order #1 - Terracon - LF00211709			**Final Action:**	03/20/2025

Title: A Resolution authorizing the Mayor or her designee, on behalf of the Urban County Government, to execute Change Order No. 1 to the Agreement with Terracon, for Special Inspections associated with the New Senior and Therapeutic Center construction, increasing the Contract price by the sum of $15,320, from $34,985 to $50,305. [Dept. of General Services, Ford]

Notes:

Sponsors:

Enactment Date: 03/20/2025

Attachments: Terracon - CO1 - Memo, Terracon - CO1 - CO Details, Terracon - CO1 - Justification for Change, Terracon - CO1 - Documentation for Change, RESO 0264-25 Change Order 1 with Terracon 4915-5751-9911 v.1.docx, R-133-2025

Enactment Number: R-133-2025

Deed #:

Hearing Date:

Drafter: Lisa Grober

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	03/18/2025	Approved and Referred to Docket	Urban County Council	03/20/2025		Pass
1	Urban County Council	03/20/2025	Received First Reading	Urban County Council	03/20/2025		
1	Urban County Council	03/20/2025	Suspended Rules for Second Reading				Pass
1	Urban County Council	03/20/2025	Approved				Pass

Text of Legislative File 0264-25

Title

A Resolution authorizing the Mayor or her designee, on behalf of the Urban County Government, to execute Change Order No. 1 to the Agreement with Terracon, for Special Inspections associated with the New Senior and Therapeutic Center construction, increasing the Contract price by the sum of $15,320, from $34,985 to $50,305. [Dept. of

General Services, Ford]

Summary

Authorization to execute Change Order #1 with Terracon for Special Inspections associated with the New Senior & Therapeutic Center construction in the amount of $15,320.00 increasing the Contract amount from $34,985 to the $50,305.00. Due to the increased scope related to unsuitable soils. Funds are Budgeted. (L0264-25)(Ford)

Budgetary Implications [select]: Yes

Advance Document Review:

Law: n/a

Risk Management: n/a

Fully Budgeted [select]: Yes

Account Number: 2615-606102-6051-90511

This Fiscal Year Impact: $15,320.00

Annual Impact: $ 0

Project: SRTHER_CTR_2025

Activity: CONSTRUCT_CAP

Budget Reference: 2025

Current Balance: $8,705,072.77

MAYOR LINDA GORTON

LEXINGTON

CHRIS FORD
COMMISSIONER
GENERAL SERVICES

TO: Mayor Linda Gorton
Honorable Members, Urban County Council

FROM: Chris Ford, Commissioner of General Services

DATE: March 7, 2025

SUBJECT: Request Council authorization to execute Change Order #1 with Terracon for Special Inspections associated with the New Senior & Therapeutic Center construction in the amount of $15,320.00 increasing the contract amount from $34,985 to the $50,305.00.

Request:

Request Council authorization to execute Change Order #1 with Terracon for Special Inspections associated with the New Senior & Therapeutic Center construction in the amount of $15,320.00 increasing the contract amount from $34,985 to the $50,305.00.

Purpose:

Due to the increased project scope associated with unsuitable soil remediation, Terracon incurred additional expenses in the amount of $15,320.00. The new contract amount, including this change order, will be $50,305.00.

Budgetary Implication:

Increase of $15,320.00 to the current contract

Are the funds budgeted? Yes,

Yes, This will be paid from Fund 2615-606102-6051-90511-2025-SRTHER_CTR_2025_CONSTRUCT_CAP

File Number: 0264-25

Director/Commissioner: Chris Ford

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT CONTRACT CHANGE ORDER	DATE:	March 6, 2025
	Contract Modification	1
	CONTRACT #:	LF00211709

PROJECT: Consultant Services Agreement - Special Inspections - New Senior & Therapeutic Center

TO: Terracon

Original Contract Amount	$34,985.00
Cumulative Amount of Previous Contract Modifications	$0.00
Percent Change of Previous Contract Modifications	0%
Existing Contract Amount	$34,985.00
Net (increase/decrease) in Contract Amount - (From following pages)	$15,320.00
Percent Change of This Contract Modification	44%
Original Contract Amount	$34,985.00
Cumulative Amount of all Contract Modifications	$15,320.00
Percent Change of all Contract Modifications	44%
New Contract Amount Including this Change Order	$50,305.00

Recommended by _____ (Project Manager) Date 3-7-25

Accepted by _____ (Consultant) Date 3-6-25

Accepted by N/A (Contractor) Date —

Approved by N/A (Director) Date —

Approved by _____ (Commissioner) Date 3/07/25

Approved by _____ (Mayor or CAO) Date _____

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT CONTRACT MODIFICATION	DATE:	March 6, 2025
	Contract Mod #:	1
	CONTRACT #:	LF00211709

Project: Consultant Services Agreement - Amendment

TO: Terracon

You are hereby requested to comply with the following changes from the contract plans and specifications;

Item No.	ADD / DEL	Description of changes	Units	Quantity	Unit Price	Decrease in contract price	Increase in contract price
1	ADD	Increase contract for professional services	LS	1	$ 15,320.00	$ -	$ 15,320.00
2						$ -	$ -
3						$ -	$ -
4						$ -	$ -
5						$ -	$ -
6						$ -	$ -
7						$ -	$ -
8						$ -	$ -
9						$ -	$ -
10						$ -	$ -
11						$ -	$ -
12						$ -	$ -
13						$ -	$ -
14						$ -	$ -
15						$ -	$ -
Total decrease						$ -	
Total increase							$ 15,320.00
Net (increase) in contract price							$ 15,320.00

708

JUSTIFICATION FOR CHANGE	PROJECT: New Senior & Therapeutic Center
	CONTRACT NO. LF00211709
	CHANGE ORDER: 1

1. Necessity for change: Additional Special Inspections required due to unsuitable soils at the New Senior & Therapeutic Center.

2. Is proposed change an alternate bid? ___Yes __X__No

3. Will proposed change alter the physical size of the project? ___Yes _X__No

   If "Yes", explain.

4. Effect of this change on other prime contractors: N/A

5. Has consent of surety been obtained? ___Yes __X_Not Necessary

6. Will this change affect expiration or extent of insurance coverage? ___Yes _X_No

   If "Yes", will the policies be extended? ___Yes ___No

7. Effect on operation and maintenance costs: N/A

8. Effect on contract completion date: N/A

_____ _____

Mayor Date

Reference Number: PN3241158

CHANGE ORDER No. 1

This **Change Order No. 1** to the PN3241158 dated 11/07/2024 ("Agreement") is between LFUCG ("Client") and Terracon Consultants, Inc. ("Consultant") for additional or changed Services to be provided by Consultant for Client on the New Senior & Therapuetic Center Project, as described in PN3241158. This Change Order is incorporated into and made part of the Agreement.

1. Scope of Services. The scope of the additional or changed Services is described in the Scope of Services section of Consultant's Change Order Proposal, unless Services are otherwise described below or in Exhibit B to this Change Order (which section or exhibit are incorporated into the Change Order).

Soils Observations and Testing:

- Observe undercutting & proof rolling operations to identify soft and/or yielding areas.
- Perform in-situ nuclear density tests to determine the moisture content and percent compaction of the soil (ASTM D6938).
- Observe subgrade proof rolls, where applicable, to confirm stability.

2. Compensation. Client shall pay compensation for the additional or changed Services performed at the fees stated in the Change Order Proposal unless fees are otherwise stated below or in Exhibit C to this Change Order (which section or exhibit are incorporated into the Change Order).

Attached is an estimated fee, client will only be charged for actual days and time onsite.

DESCRIPTION	RATE	QUANTITY	UNITS	TRIPS	TOTAL QUANTITY	TOTAL
Undercutting Observation of organic soil						**$ 8,750.00**
Project Manager	$ 120.00	7	hours	10	70	$ 8,400.00
Trip Charge	$ 35.00	1	days	10	10	$ 350.00
Compaction testing of undercut fill						**$ 6,210.00**
Project Manager	$ 120.00	7	hours	6	42	$ 5,040.00
Engineering Technician	$ 55.00	2	hours	6	12	$ 660.00
Trip Charge	$ 35.00	1	days	6	6	$ 210.00
Nuclear Gauge(Equipment)	$ 50.00	1	days	6	6	$ 300.00
Administrative						**$ 360.00**
Project Manager	$ 120.00	2	hours	1	2	$ 240.00
Administrative	$ 60.00	2	hours	1	2	$ 120.00
Total						**$ 15,320.00**

All terms and conditions of the Agreement shall continue in full force and effect. This Change Order is accepted and Consultant is authorized to proceed.

Consultant:	**Terracon Consultants, Inc.**	Client:	**LFUCG**
By:	*Matthew Vernon* Date: **1/21/2025**	By:	Date:
Name/Title:	**Matthew B Vernon / Department Manager I**	Name/Title:	**Lisa Grober / Architect**
Address:	**2460 Palumbo Dr**	Address:	**Room 338 Government Center 200 East Main Street**
	Lexington, KY 40509-1117		**Lexington, KY 40505**
Phone:	**(859) 303-9000** Fax: **(859) 303-9001**	Phone:	Fax:
Email:	**Matthew.Vernon@terracon.com**	Email:	**lgrober@lexingtonky.gov**

RESOLUTION NO. _____ - 2025

A RESOLUTION AUTHORIZING THE MAYOR OR HER DESIGNEE, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE CHANGE ORDER NO. 1 TO THE AGREEMENT WITH TERRACON, FOR SPECIAL INSPECTIONS ASSOCIATED WITH THE NEW SENIOR AND THERAPEUTIC CENTER CONSTRUCTION, INCREASING THE CONTRACT PRICE BY THE SUM OF $15,320.00, FROM $34,985.00 TO $50,305.00.

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

Section 1 – That the Mayor or her designee, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute Change Order No. 1, which is attached hereto and incorporated herein by reference, to the Agreement with Terracon, for special inspections associated with the New Senior & Therapeutic Center construction, increasing the contract price by the sum of $15,320.00, from $34,985.00 to $50,305.00.

Section 2 – That an amount, not to exceed the sum of $15,320.00, be and hereby is approved for payment to Terracon, from the following account 2615-606102-2025, pursuant to the terms of the Change Order.

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

PASSED URBAN COUNTY COUNCIL:

_____
MAYOR

ATTEST:

_____
CLERK OF URBAN COUNTY COUNCIL
0264-25:GET:4915-5751-9911, v. 1

RESOLUTION NO. 133 - 2025

A RESOLUTION AUTHORIZING THE MAYOR OR HER DESIGNEE, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE CHANGE ORDER NO. 1 TO THE AGREEMENT WITH TERRACON, FOR SPECIAL INSPECTIONS ASSOCIATED WITH THE NEW SENIOR AND THERAPEUTIC CENTER CONSTRUCTION, INCREASING THE CONTRACT PRICE BY THE SUM OF $15,320.00, FROM $34,985.00 TO $50,305.00.

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

Section 1 – That the Mayor or her designee, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute Change Order No. 1, which is attached hereto and incorporated herein by reference, to the Agreement with Terracon, for special inspections associated with the New Senior & Therapeutic Center construction, increasing the contract price by the sum of $15,320.00, from $34,985.00 to $50,305.00.

Section 2 – That an amount, not to exceed the sum of $15,320.00, be and hereby is approved for payment to Terracon, from the following account 2615-606102-2025, pursuant to the terms of the Change Order.

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

PASSED URBAN COUNTY COUNCIL: March 20, 2025

Linda Gorton
MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0264-25:GET:4915-5751-9911, v. 1

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0265-25

File ID: 0265-25 **Type:** Resolution **Status:** Approved

Version: 1 **Contract #:** **In Control:** Urban County Council

File Created: 03/07/2025

File Name: Lexair KBI Incentive **Final Action:** 03/20/2025

Title: A Resolution approving the Granting of an inducement to Lexair, Inc., or its successor or affiliate, pursuant to the Ky. Business Investment Act (KRS Subchapter 154.32), whereby the Lexington-Fayette Urban County Government agrees to rebate annually one percent (1%) of the Company's occupational license fees for a term of no longer than ten (10) years from the activation date, subject to the limitations contained in the Act and any Agreement with the Ky. Economic Development Finance Authority or the Urban County Government related to the project, and taking other related action. [Office of the Mayor, Atkins]

Notes:

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

Attachments: KBI Lexair Blue Sheet, RESO 265-25- KBI with LexAir 4927-0056-6316 v.1.docx, R-134-2025 **Enactment Number:** R-134-2025

Deed #: **Hearing Date:**

Drafter: Troy Black **Effective Date:**

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	03/18/2025	Approved and Referred to Docket	Urban County Council	03/20/2025		Pass
1	Urban County Council	03/20/2025	Received First Reading	Urban County Council	03/20/2025		
1	Urban County Council	03/20/2025	Suspended Rules for Second Reading				Pass
1	Urban County Council	03/20/2025	Approved				Pass

Text of Legislative File 0265-25

Title

A Resolution approving the Granting of an inducement to Lexair, Inc., or its successor or

affiliate, pursuant to the Ky. Business Investment Act (KRS Subchapter 154.32), whereby the Lexington-Fayette Urban County Government agrees to rebate annually one percent (1%) of the Company's occupational license fees for a term of no longer than ten (10) years from the activation date, subject to the limitations contained in the Act and any Agreement with the Ky. Economic Development Finance Authority or the Urban County Government related to the project, and taking other related action. [Office of the Mayor, Atkins]

Summary

Authorization to allow an inducement to Lexair Inc. as local participation in the Kentucky Business Investment (KBI) Program, which includes a 10-year local 1% wage assessment through KBI. The Co. will expand its manufacturing facility and will add new product lines. Revenue is rebated, no actual cost. (L0265-25)(Atkins)

Budgetary Implications [select]: NO

Advance Document Review:

Law: { Yes, Completed by [Evan Thompson, 3/7/2025]}

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

Fully Budgeted [select]: No

Account Number:

This Fiscal Year Impact: Revenue to be rebated. Tax expenditure, not actual cost

Annual Impact: Revenue to be rebated. Tax expenditure, not actual cost

Project:

Activity:

Budget Reference:

Current Balance:

MAYOR LINDA GORTON

LEXINGTON

KEVIN ATKINS
CHIEF DEVELOPMENT OFFICER

TO: **Linda Gorton**
Mayor

FROM: **Kevin Atkins**
Chief Development Officer

DATE: **March 6, 2025**

RE: **Approve agreement with Lexair, Inc. to participate in the Kentucky Business Investment Program**

Request:
Authorization to allow an inducement to Lexair Inc. as local participation in the Kentucky Business Investment (KBI) Program, which includes a 10-year local 1% wage assessment through KBI. The company will expand its manufacturing facility and will add new product lines.

Why are you requesting:
The Kentucky Economic Development Finance Authority (KEDFA) has given Lexair Inc. preliminary approval to participate in the KBI Program. The KBI Program requests that the state and local government enter into a 10-year agreement with the approved company under which the business can recover up to 100% of its start-up and equipment costs through Kentucky corporate income tax credits and a wage assessment fee of up to 3.5%. The company plans to create 14 new jobs with an average wage of approximately $87,297.00 per year including benefits. Lexair Inc. plans to invest more than $8.5 million in building improvements, equipment and start-up costs.

Lexair, Inc. manufactures machine tool products, commercial hydraulic and pneumatic control valves and a series of C02 evacuation compressors and stainless valves for the US Navy.

KEDFA will contract directly with Lexair and be responsible for compliance monitoring.

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

The cost for FY2025 is: Revenue to be rebated. Tax expenditure, not actual cost

The cost for future FY is: Revenue to be rebated. Tax expenditure, not actual cost

Are the funds budgeted?
N/A

Director/Commissioner:
Kevin Atkins

RESOLUTION NO. ____-2025

A RESOLUTION APPROVING THE GRANTING OF AN INDUCEMENT TO LEXAIR, INC., OR ITS SUCCESSOR OR AFFILIATE, PURSUANT TO THE KENTUCKY BUSINESS INVESTMENT ACT (KRS SUBCHAPTER 154.32), WHEREBY THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT AGREES TO REBATE ANNUALLY ONE PERCENT (1%) OF THE COMPANY'S OCCUPATIONAL LICENSE FEES FOR A TERM OF NO LONGER THAN TEN (10) YEARS FROM THE ACTIVATION DATE, SUBJECT TO THE LIMITATIONS CONTAINED IN THE ACT AND ANY AGREEMENT WITH THE KENTUCKY ECONOMIC DEVELOPMENT FINANCE AUTHORITY OR THE URBAN COUNTY GOVERNMENT RELATED TO THE PROJECT, AND TAKING OTHER RELATED ACTION.

WHEREAS, the General Assembly has created the Kentucky Business Investment Program pursuant to KRS Subchapter 154.32 (the "Act") to induce the creation of certain qualifying projects that would create jobs in Kentucky; and

WHEREAS, the Kentucky Economic Development Finance Authority has preliminarily approved the participation of Lexair, Inc., in the Kentucky Business Investment Program (the "Program"); and

WHEREAS, the Council of the Lexington-Fayette Urban County Government is willing to approve the granting of an inducement to Lexair, Inc. (or its successor or affiliate), pursuant to the Act, whereby it would rebate annually to the Company one percent (1%) of the occupational license fee that would otherwise be due to it related to the employees who meet the requirements of the Program, which shall be retained by Lexair, Inc., for a term of no longer than ten (10) years from the activation date established by the Program, subject to the limitations contained in the Act and any agreement.

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

Section 1 – That the preamble to this Resolution is incorporated herein as if set out in full.

Section 2 – That the granting of an inducement Lexair, Inc., or its successor or affiliate as may be approved by the Kentucky Economic Development Finance Authority initially or in the future ("the Company"), be and hereby is approved pursuant to the Kentucky Business Investment Program of the Kentucky Jobs Development Act (KRS Subchapter 154.32).

Section 3 – That pursuant to the Kentucky Business Investment Program and KRS 154.32-090, the Lexington-Fayette Urban County Government hereby agrees rebate

annually to the Company one percent (1%) of the occupational license fee due from and remitted by the Company from the wages of those employees whose jobs meet the criteria related to the qualifying project under the program (as determined by the Kentucky Economic Development Finance Authority), for a term of no longer than ten (10) years from the activation date established by the program, subject to the limitations contained in the Act, any agreement the Company has with the Authority or the Lexington-Fayette Urban County Government related to the project, and the submission of necessary documentation.

Section 4 – That the Mayor, the Clerk of the Urban County Council, and other appropriate officers and employees of the Urban County Government are hereby authorized to execute, acknowledge and deliver any agreements, documents and such other instruments and papers and to take such other actions as may be necessary or desirable, on behalf of the Lexington-Fayette Urban County Government, to effect the transactions authorized above.

Section 5 – That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL:

_____
MAYOR

ATTEST:

_____
CLERK OF URBAN COUNTY COUNCIL
0265-25:EPT_:4927-0056-6316, v. 1

RESOLUTION NO. 134-2025

A RESOLUTION APPROVING THE GRANTING OF AN INDUCEMENT TO LEXAIR, INC., OR ITS SUCCESSOR OR AFFILIATE, PURSUANT TO THE KENTUCKY BUSINESS INVESTMENT ACT (KRS SUBCHAPTER 154.32), WHEREBY THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT AGREES TO REBATE ANNUALLY ONE PERCENT (1%) OF THE COMPANY'S OCCUPATIONAL LICENSE FEES FOR A TERM OF NO LONGER THAN TEN (10) YEARS FROM THE ACTIVATION DATE, SUBJECT TO THE LIMITATIONS CONTAINED IN THE ACT AND ANY AGREEMENT WITH THE KENTUCKY ECONOMIC DEVELOPMENT FINANCE AUTHORITY OR THE URBAN COUNTY GOVERNMENT RELATED TO THE PROJECT, AND TAKING OTHER RELATED ACTION.

WHEREAS, the General Assembly has created the Kentucky Business Investment Program pursuant to KRS Subchapter 154.32 (the "Act") to induce the creation of certain qualifying projects that would create jobs in Kentucky; and

WHEREAS, the Kentucky Economic Development Finance Authority has preliminarily approved the participation of Lexair, Inc., in the Kentucky Business Investment Program (the "Program"); and

WHEREAS, the Council of the Lexington-Fayette Urban County Government is willing to approve the granting of an inducement to Lexair, Inc. (or its successor or affiliate), pursuant to the Act, whereby it would rebate annually to the Company one percent (1%) of the occupational license fee that would otherwise be due to it related to the employees who meet the requirements of the Program, which shall be retained by Lexair, Inc., for a term of no longer than ten (10) years from the activation date established by the Program, subject to the limitations contained in the Act and any agreement.

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

Section 1 – That the preamble to this Resolution is incorporated herein as if set out in full.

Section 2 – That the granting of an inducement Lexair, Inc., or its successor or affiliate as may be approved by the Kentucky Economic Development Finance Authority initially or in the future ("the Company"), be and hereby is approved pursuant to the Kentucky Business Investment Program of the Kentucky Jobs Development Act (KRS Subchapter 154.32).

Section 3 – That pursuant to the Kentucky Business Investment Program and KRS 154.32-090, the Lexington-Fayette Urban County Government hereby agrees rebate

annually to the Company one percent (1%) of the occupational license fee due from and remitted by the Company from the wages of those employees whose jobs meet the criteria related to the qualifying project under the program (as determined by the Kentucky Economic Development Finance Authority), for a term of no longer than ten (10) years from the activation date established by the program, subject to the limitations contained in the Act, any agreement the Company has with the Authority or the Lexington-Fayette Urban County Government related to the project, and the submission of necessary documentation.

Section 4 – That the Mayor, the Clerk of the Urban County Council, and other appropriate officers and employees of the Urban County Government are hereby authorized to execute, acknowledge and deliver any agreements, documents and such other instruments and papers and to take such other actions as may be necessary or desirable, on behalf of the Lexington-Fayette Urban County Government, to effect the transactions authorized above.

Section 5 – That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL: March 20,2025

Linda Gorton

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0265-25:EPT_:4927-0056-6316, v. 1

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0266-25

File ID: 0266-25 **Type:** Resolution **Status:** Approved

Version: 2 **Contract #:** 065-2025 **In Control:** Urban County Council

File Created: 03/07/2025

File Name: Police Technology and Management (IPTM) and the Lexington Police Department to host a 40-hour training course entitled “Occupant Kinematics for the Traffic Crash Reconstructionist” for a maximum of thirty (30) students. Cost not to exceed $16,500.

Final Action: 03/20/2025

Title: A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute an Agreement with Institute of Police Technology and Management, to host an Occupant Kinematics for the Traffic Crash Reconstructionist training course at a cost not to exceed $16,500. [Div. of Police, Weathers]

Notes: SAF in the CCO. Scanned to Celia Moore 3/24/2025. MS

Sponsors:

Enactment Date: 03/20/2025

Attachments: 25-Bluesheet Memo - IPTM Occupant Kinematics, ContractOccupantKinematics-Signed, 266-25 police tech 4925-8294-1992 v.1.doc, R-135-2025, Contract #065-2025

Enactment Number: R-135-2025

Deed #:

Hearing Date:

Drafter: Katrina James

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
2	Urban County Council Work Session	03/18/2025	Approved and Referred to Docket	Urban County Council	03/20/2025		Pass
2	Urban County Council	03/20/2025	Received First Reading	Urban County Council	03/20/2025		
2	Urban County Council	03/20/2025	Suspended Rules for Second Reading				Pass
2	Urban County Council	03/20/2025	Approved				Pass

Text of Legislative File 0266-25

Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County

Government, to execute an Agreement with Institute of Police Technology and Management, to host an Occupant Kinematics for the Traffic Crash Reconstructionist training course at a cost not to exceed $16,500. [Div. of Police, Weathers]

Summary

Authorization to execute Agreement with the Institute of Police Technology and Management and the Lexington Police Department to host a 40-hour training course entitled "Occupant Kinematics for the Traffic Crash Reconstructionist" for a maximum of thirty (30) students. At a cost not to exceed $16,500. Funds are Budgeted. (L0266-25) (Weathers/Armstrong)

Budgetary Implications: Yes

Advance Document Review:

Law: Yes, Completed by Michael Sanner, 2/26/2025

Risk Management: N/A

Fully Budgeted: Yes

Account Number: 3160-505505-5543-74102

This Fiscal Year Impact: $16,500

Annual Impact: $0

Project: TRAFSAFTY_2025

Activity: FED_GRANT

Budget Reference: 2025

Current Balance: encumbered

MAYOR LINDA GORTON

LEXINGTON

THERESA REYNOLDS
DIRECTOR
GRANTS & SPECIAL PROGRAMS

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

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

DATE: **MARCH 7, 2025**

SUBJECT: **Institute of Police Technology and Management (IPTM)**

Request: Council authorization to execute agreement with the Institute of Police Technology and Management (IPTM) and the Lexington Police Department to host a 40-hour training course entitled "Occupant Kinematics for the Traffic Crash Reconstructionist" for a maximum of thirty (30) students. Cost not to exceed $16,500.

Purpose of Request: IPTM will travel to the hosting department for training, which is to commence on April 28, 2025 and conclude on May 2, 2025. This is a significant cost decrease from paying each individual student to travel for the course. Lexington Police Department plans to host the training for their officers and several other officers within the state of Kentucky.

What is the cost in this budget year and future budget years? A total of $16,500.00 of grant funding has been budgeted for the training course.

Are the funds budgeted? The funds are budgeted from The Kentucky Office of Highway Safety Grant. 3160-505505-5543-74102-TRAFSAFTY_2025

File Number: 0266-25

Director/Commissioner: Weathers/Armstrong

Docusign Envelope ID: 391E9982-493D-4C5F-9B32-F3323BE09CF9

Institute of Police Technology and Management
University of North Florida
Jacksonville, Florida

AGREEMENT

Agreement between The University of North Florida Training and Service Institute, Inc., d/b/a the Institute of Police Technology and Management, Jacksonville, Florida and the Lexington-Fayette Urban County Government on behalf of the Division of Police, Lexington, Kentucky,

FOR

Providing professional, technical and other services needed in conducting an forty (40) hour training course entitled *"Occupant Kinematics for the Traffic Crash Reconstructionist"* for a maximum of thirty (30) students.

It is agreed that the Institute of Police Technology and Management will provide the following at Lexington:

1. One instructional program in "Occupant Kinematics for the Traffic Crash Reconstructionist"
2. To commence on April 28, 2025 and conclude on May 2, 2025.
3. Instructional materials prepared at the Institute of Police Technology and Management.
4. Trainee materials prepared for dissemination during the course.
5. An appropriate Certificate of Completion for each trainee satisfactorily completing the course.
6. Technical assistance required to prepare, conduct and evaluate the course.
7. Training aids and student reference materials.
8. Making all arrangements for obtaining instructors, preparation of the instructor activities and all other arrangements pertaining to instructor transportation and honoraria.

Docusign Envelope ID: 391E9982-493D-4C5F-9B32-F3323BE09CF9

Institute of Police Technology and Management

University of North Florida
Jacksonville, Florida

The Lexington-Fayette Urban County Government on behalf of the Division of Police agrees to pay a total sum of sixteen thousand five hundred dollars ($16,500) to the Institute of Police Technology and Management for conducting this course for a maximum of thirty (30) students. Payment in full will be made within 10 days following completion of the program. Course may be cancelled 30 days prior to start date with no penalty. A 10% cancellation fee will be charged any time thereafter.

It is further agreed that the Lexington-Fayette Urban County Government on behalf of the Division of Police will provide classroom facilities and have available the following audio-visual equipment:

1. Chalk Board/White Board
2. DVD player with connection to LCD projector
3. LCD-PowerPoint projector
4. Easel for flip chart

The nondiscrimination clause contained in Section 202, Executive Order 11245, as amended by Executive Order 11375, relative to Equal Employment Opportunity for all persons without regard to race, color, religion, sex or national origin, and the implementing rules and regulations prescribed by the Secretary of Labor, Veteran's Act 38 USC 4212, Section 503 - Rehabilitation Act of 1973, Title I of the Americans with Disabilities Act of 1990 42 USC 12101, and University regulation 1.0050R Sexual Misconduct, are incorporated herein.

Human Trafficking. Agency attests, warrants, and represents ***under penalties of perjury***, that Agency does not *use coercion for labor or services* as these italicized terms are defined by Section 787.06, Florida Statutes. If, at any time in the future, the Agency does use coercion for labor or services, it will immediately notify the University and University may terminate this Agreement and no further agreement will be executed, renewed, or extended between the parties.

This contractual agreement agreed to this _____ day of _____ ,2025

Signed by:
George Androuin
17A1A9089E0741D...

George Androuin, Assistant Vice President
1 UNF Drive
Jacksonville, FL 32224

Lexington-Fayette Urban County Government on behalf of the Division of Police

By: _____

Title: _____

Date: _____

DocuSigned by:
Cameron Pucci
7D63E67823AB4ED...

Cameron Pucci, Director
12000 Alumni Drive
Jacksonville, FL 32224

RESOLUTION NO. ____-2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT WITH INSTITUTE OF POLICE TECHNOLOGY AND MANAGEMENT, TO HOST AN OCCUPANT KINEMATICS FOR THE TRAFFIC CRASH RECONSTRUCTIONIST TRAINING COURSE AT A COST NOT TO EXCEED $16,500.00.

_____
_

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

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute the Agreement, which is attached hereto and incorporated herein by reference, with Institute of Police Technology and Management, to host an Occupant Kinematics for the Traffic Crash Reconstructionist training course.

Section 2 - That an amount, not to exceed the sum of $16,500.00, be and hereby is approved for payment to Institute of Police Technology and Management, from account #3160-505505-74102.

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
0266-25:MRS: 4925-8294-1992, v. 1

RESOLUTION NO. 135 -2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT WITH INSTITUTE OF POLICE TECHNOLOGY AND MANAGEMENT, TO HOST AN OCCUPANT KINEMATICS FOR THE TRAFFIC CRASH RECONSTRUCTIONIST TRAINING COURSE AT A COST NOT TO EXCEED $16,500.00.

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

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute the Agreement, which is attached hereto and incorporated herein by reference, with Institute of Police Technology and Management, to host an Occupant Kinematics for the Traffic Crash Reconstructionist training course.

Section 2 - That an amount, not to exceed the sum of $16,500.00, be and hereby is approved for payment to Institute of Police Technology and Management, from account #3160-505505-74102.

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

PASSED URBAN COUNTY COUNCIL: March 20, 2025

Linda Gorton
MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0266-25:MRS: 4925-8294-1992, v. 1

Docusign Envelope ID: 391E9982-493D-4C5F-9B32-F3323BE09CF9

Institute of Police Technology and Management
University of North Florida
Jacksonville, Florida

AGREEMENT

Agreement between The University of North Florida Training and Service Institute, Inc., d/b/a the Institute of Police Technology and Management, Jacksonville, Florida and the Lexington-Fayette Urban County Government on behalf of the Division of Police, Lexington, Kentucky,

FOR

Providing professional, technical and other services needed in conducting an forty (40) hour training course entitled *"Occupant Kinematics for the Traffic Crash Reconstructionist"* for a maximum of thirty (30) students.

It is agreed that the Institute of Police Technology and Management will provide the following at Lexington:

1. One instructional program in "Occupant Kinematics for the Traffic Crash Reconstructionist"
2. To commence on April 28, 2025 and conclude on May 2, 2025.
3. Instructional materials prepared at the Institute of Police Technology and Management.
4. Trainee materials prepared for dissemination during the course.
5. An appropriate Certificate of Completion for each trainee satisfactorily completing the course.
6. Technical assistance required to prepare, conduct and evaluate the course.
7. Training aids and student reference materials.
8. Making all arrangements for obtaining instructors, preparation of the instructor activities and all other arrangements pertaining to instructor transportation and honoraria.

Institute of Police Technology and Management
University of North Florida
Jacksonville, Florida

The Lexington-Fayette Urban County Government on behalf of the Division of Police agrees to pay a total sum of sixteen thousand five hundred dollars ($16,500) to the Institute of Police Technology and Management for conducting this course for a maximum of thirty (30) students. Payment in full will be made within 10 days following completion of the program. Course may be cancelled 30 days prior to start date with no penalty. A 10% cancellation fee will be charged any time thereafter.

It is further agreed that the Lexington-Fayette Urban County Government on behalf of the Division of Police will provide classroom facilities and have available the following audio-visual equipment:

1. Chalk Board/White Board
2. DVD player with connection to LCD projector
3. LCD-PowerPoint projector
4. Easel for flip chart

The nondiscrimination clause contained in Section 202, Executive Order 11245, as amended by Executive Order 11375, relative to Equal Employment Opportunity for all persons without regard to race, color, religion, sex or national origin, and the implementing rules and regulations prescribed by the Secretary of Labor, Veteran's Act 38 USC 4212, Section 503 - Rehabilitation Act of 1973, Title I of the Americans with Disabilities Act of 1990 42 USC 12101, and University regulation 1.0050R Sexual Misconduct, are incorporated herein.

Human Trafficking. Agency attests, warrants, and represents ***under penalties of perjury***, that Agency does not *use coercion for labor or services* as these italicized terms are defined by Section 787.06, Florida Statutes. If, at any time in the future, the Agency does use coercion for labor or services, it will immediately notify the University and University may terminate this Agreement and no further agreement will be executed, renewed, or extended between the parties.

This contractual agreement agreed to this 24 day of March ,2025

Signed by:
George Androuin
17A1A9089E0741D...

George Androuin, Assistant Vice President
1 UNF Drive
Jacksonville, FL 32224

DocuSigned by:
Cameron Pucci
7D63E67823AB4ED...

Cameron Pucci, Director
12000 Alumni Drive
Jacksonville, FL 32224

Lexington-Fayette Urban County Government on behalf of the Division of Police

By: Linda Gorton

Title: Mayor

Date: 3/24/2025

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0267-25

File ID: 0267-25 **Type:** Resolution **Status:** Approved

Version: 2 **Contract #:** 074-2025 **In Control:** Urban County Council

File Created: 03/10/2025

File Name: Request Council authorization to submit a grant application for $8,065 in state funding, and to accept an award if offered, to the Commonwealth of Kentucky Waste Tire Program, the acceptance of which obligates the government to provide match in the amount

Final Action: 03/20/2025

Title: A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute and submit a Grant Application to the Commonwealth of Ky. Waste Tire Program, to provide any additional information requested in connection with this Grant Application, and to accept this Grant if awarded, which Grant funds are in the amount of $8,065.00 in State funds, the acceptance of which obligates the Urban County Government to the expenditure of $2,016.25 as a local match, and authorizing the Mayor to transfer unencumbered funds within the Grant Budget. [Div. of Family Services, Horton-Holt]

Notes: Stamped and filed in the CCO. Returned to Celia Moore via scans 3/26/2025. MS

Sponsors:

Enactment Date: 03/20/2025

Attachments: 25-Bluesheet Memo - Crumb Tire Application, 2025 Crumb Rubber-Tire Derived Products Grant Application, Lexington, Ky Family Care Center, RESO 0267-25 Waste Tire Program Grant 4911-5115-4475 v.1.docx, R-136-2025, Contract #074-2025

Enactment Number: R-136-2025

Deed #:

Hearing Date:

Drafter: Katrina James

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
2	Urban County Council Work Session	03/18/2025	Approved and Referred to Docket	Urban County Council	03/20/2025		Pass
2	Urban County Council	03/20/2025	Received First Reading	Urban County Council	03/20/2025		
2	Urban County Council	03/20/2025	Suspended Rules for Second Reading				Pass

2 Urban County Council 03/20/2025 Approved Pass

Text of Legislative File 0267-25

Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute and submit a Grant Application to the Commonwealth of Ky. Waste Tire Program, to provide any additional information requested in connection with this Grant Application, and to accept this Grant if awarded, which Grant funds are in the amount of $8,065.00 in State funds, the acceptance of which obligates the Urban County Government to the expenditure of $2,016.25 as a local match, and authorizing the Mayor to transfer unencumbered funds within the Grant Budget. [Div. of Family Services, Horton-Holt]

Summary

Authorization to submit a Grant Application for $8,065 in state funding, and to accept an award if offered, to the Commonwealth of Kentucky Waste Tire Program, the acceptance of which obligates LFUCG to provide match in the amount of $2,016.25. This Grant would furnish the courtyard with benches and picnic tables using recycled tire derivatives.

(L0267-25)(Horton-Holt/Allen-Bryant)

Budgetary Implications: Yes

Advance Document Review:

Law: Yes, Completed by David Barberie, 3/6/2025

Risk Management: N/A

Fully Budgeted: Budget amendment will be completed if approved.

Account Number:

This Fiscal Year Impact: $8,065

Annual Impact: $0

Project:

Activity:

Budget Reference:

Current Balance:

MAYOR LINDA GORTON

LEXINGTON

THERESA REYNOLDS
DIRECTOR
GRANTS & SPECIAL PROGRAMS

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

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

DATE: **MARCH 10, 2025**

SUBJECT: **2025 Crumb Rubber/Tire-Derived Products Grant Application for the Family Care Center**

Request: Council authorization to submit a grant application for $8,065 in state funding, and to accept an award if offered, to the Commonwealth of Kentucky Waste Tire Program, the acceptance of which obligates the government to provide match in the amount of $2,016.25.

Purpose of Request: A grant application has been prepared by the Department of Social Services for submission to the Commonwealth of Kentucky requesting state funds in the amount of $8,065 from the Crumb Rubber/Tire-Derived products Grant for Waste Tire Market Development 2025 Application. The Family Care Center Courtyard existing furniture is aged and in need of replacement. If awarded, this grant would furnish the courtyard with benches and picnic tables using Kentucky recycled tire derivatives.

What is the cost in this budget year and future budget years? It is anticipated that state funds in the amount of $8,065 will be available for operations in FY2025 and FY2026. The minimum local match required for the operation of the project is 25% match of $2,016.25. Funds for grant match contingency for new applications would be sufficient to cover the required match with no additional General Fund impact.

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

File Number: 0267-25

Director/Commissioner: Horton-Holt/Allen-Bryant

COMMONWEALTH OF KENTUCKY

CRUMB RUBBER/TIRE-DERIVED PRODUCTS GRANT
FOR
WASTE TIRE MARKET DEVELOPMENT
2025 APPLICATION



PURPOSE

This grant provides financial assistance to projects that further the purposes of the Kentucky Waste Tire Program by developing beneficial end-use markets for waste tires generated in Kentucky.

TEAM KENTUCKY.
ENERGY AND ENVIRONMENT CABINET

2025 KENTUCKY WASTE TIRE CRUMB RUBBER/TIRE-DERIVED PRODUCTS GRANT APPLICATION

GENERAL INFORMATION

The Cabinet is accepting grant proposals for projects that promote the use of recycled Kentucky waste tires in the form of crumb rubber or other tire-derived products that meet the criteria of the grant program.

The Cabinet encourages applicants to propose new or creative applications of recycled tire rubber. In addition to the frequently requested landscaping mulch, poured-in-place surfacing, park benches and picnic tables, the Cabinet would like to promote new end markets for Kentucky tires.

Athletic fields or loose crumb rubber playground applications, tire derived aggregate, tire-derived fuel, rubber modified asphalt, or civil engineering projects ***will not*** receive grant funding.

Applicants must meet the eligibility criteria set forth below, but may include:

- Private entities
- Owners of commercial entities operating within the Commonwealth of Kentucky
- Public school districts
- Private schools
- City and county governments
- Entities operating public parks, and
- State agencies.

This grant is a 75/25 match grant: the applicant shall provide a funding match equal to at least 25% of the total cost of the project.

Allowable use of the grant funding **may be** for the actual cost to purchase the crumb rubber or other tire-derived products utilized in the project, and the actual transportation costs. Other costs, such as the cost to apply or install the product, or to publicize and promote the project, are not eligible for grant funding (but may count toward the applicant's match requirement).

This is an up-front approval/funding grant. There will be no award of grant funding for the reimbursement of already completed projects.

If a county is out of compliance with its Solid Waste Management Plan, no entity in that county is eligible to receive this grant.

No contractor, subcontractor, vendor, or supplier, or any employee or representative thereof, shall be an employee of the Applicant.

Funding for this grant is dependent upon the availability of money, not otherwise obligated, in the waste tire trust fund established in KRS 224.50-880.

2025 KENTUCKY WASTE TIRE CRUMB RUBBER/TIRE-DERIVED PRODUCTS GRANT APPLICATION

EVALUATION OF THE APPLICATIONS BY THE CABINET WILL FOLLOW THE CRITERIA BELOW:

First, consideration of funding will only be for the complete applications.

Second, prioritization of the applications are as follows:

1. The applicant eligibility criteria set forth below.

2. Number of people served by the project.

3. Number of grants previously awarded to the County.

4. The project's cost and forecasted benefits.

The Cabinet reserves the right to modify evaluation criteria and required match amount on a case-by-case basis dependent upon the scope, scale or nature of individual applications and upon available funding.

1. APPLICANT PROFILE

To be eligible for this grant, applicants must meet the following criteria:

- Have the legal authority to construct and operate the proposed project;
- Have the ability to construct the project in compliance with the grant conditions;
- The Applicant and the person who will be managing the project shall not have received a final judgment or conviction of a state or federal environmental statute or regulation in the five (5) years before submitting the application and shall not have any outstanding violations of state or federal environmental statutes or regulations.

Signature

The head of the applying entity, agency or board should sign the grant request. Example: for a school, this would be the superintendent; for a city, the mayor; for a county, the judge/executive; for a 109 board, the chair. For those projects that require official authorization (such as by the school board, city council, or fiscal court), enclose the minutes of the meeting approving the project, including expenditure of the matching funds.

2025 KENTUCKY WASTE TIRE CRUMB RUBBER/TIRE-DERIVED PRODUCTS GRANT APPLICATION

ALL APPLICANTS MUST ANSWER THE FOLLOWING QUESTIONS OR PROVIDE AN EXPLANATION OF WHY THE ITEMS ARE NOT APPLICABLE TO THE PROPOSED PROJECT. You may attach additional pages as required.

Facility Name	**Family Care Center**		
Street Address	**1135 Harry Sykes Way**		
Mailing Address	**200 East Main Street**		
City	Lexington	**Zip**	**40507**
Project Contact	**Kimberly Jackson**		
E-mail Address	kjackson1@lexingtonky.gov		
Phone	8592583814	**Fax**	**8592583406**

Applicant's Name	**LFUCG Family Care Center**		
Federal Tax ID#	**61-0858140**		
Type of Applicant	**Merged Urban County Government**		
Mailing Address	**200 East Main Street**		
City	Lexington	**Zip**	**40507**
Phone	859258380	**Fax**	
E-mail Address			
Signature of Applicant's Authorizing Official		**Date**	
Typed or Printed Name of Official	**Linda Gorton**		
Official Title	**Mayor**		

2025 KENTUCKY WASTE TIRE CRUMB RUBBER/TIRE-DERIVED PRODUCTS GRANT APPLICATION

STATUS OF APPLICANT

A. Does the applicant have the legal authority to construct and operate the proposed project? X Yes □ No

B. Does the applicant have the ability to construct the project in compliance with the grant conditions? X Yes □ No

C. Has the applicant, or the person who will be managing the project for the applicant, received a final judgement or conviction of a state or federal environmental statute or regulation in the five (5) years before submitting the application, **or** have any outstanding violations of state or federal environmental statutes or regulations? □ Yes X No

2. PROJECT DESCRIPTION

As attachment #1, provide the following information.

- Describe the proposed project and its objectives, including the rationale and the anticipated benefits of the project.
- Estimate the number of people that the project will serve.
- Identify the approximate geographic area or the community that will benefit from the project.

3. CRUMB RUBBER/TIRE-DERIVED PRODUCT DESCRIPTION

As attachment #2, provide written documentation regarding the crumb rubber or type of tire-derived products:

A. State the type of tire-derived product you propose to use.

B. State the amount of crumb rubber or tire-derived product you propose to use, in tons.

C. State the cost of the crumb rubber or tire derived product used in the project. **Make sure to include bids or cost estimates from suppliers with your application.** Contact several suppliers to make sure to get a competitive price.

D. The Cabinet reserves the right to require additional technical information from applicants prior to evaluating grant applications.

Source of crumb rubber: This intention of this grant program is to further the purposes of the Kentucky Waste Tire Program, which is for the management of waste tires generated in Kentucky. ***Make sure to include a statement from your proposed supplier that the crumb rubber or tire-derived product in their quote is using waste tires generated in Kentucky*.**

4. PROMOTION DETAIL

As attachment #3, provide a plan to inform and educate the surrounding community about the project. You may attach examples of proposed newspaper articles or other media types intended to promote the project. Provide a sample of signage acknowledging the source of the grant funding.

5. MILESTONES

Please list a description of each key task and its approximate due date. Below is an example. This is only an example; your task description may be different. Please adjust the task description in your own grant application to describe the type of project you are proposing.

XYZ Project (EXAMPLE)

Task Description	Estimated Completion Date
1. Prep Area	April 15, 2025
2. Grant Awarded	May 15, 2025
3. Bid and Award Contract	May 30, 2025
4. Contact Media as desired.	May 30, 2025
5. Contract start	July 1, 2025
6. Contract complete	July 29, 2025
7. Project Completed (project & activities)	December 31, 2025
8. Construction Progress Report Due	January 31, 2026
9. Final Annual Progress Report #1	January 31, 2026
10. Final Annual Progress Report #2	January 31, 2027

Project Name: _____

Task Description	Estimated Completion Date

6. LETTERS OF ENDORSEMENT

As attachment #4, include ***at least two or more letters*** of endorsement from the principal of the school, PTO president, elected officials such as legislators, mayors, county judge-executives or other similar persons.

7. BUDGET DETAIL

Waste Tire Materials is the cost of the crumb rubber or tire-derived product. (Grant funds **can** pay for this cost.)

Transportation is the cost of transporting the crumb rubber or tire-derived product. (Grant funds **can** pay for this cost.)

Application of Material is the cost of the installation of the material including equipment and personnel. If volunteers are used, report the number of volunteers and their hours and any type of machinery used. (Grant funds **cannot** pay for this cost, but the cost can count towards the applicant's match requirement.)

Promotional and Educational includes advertising, promotion, education, outreach costs and signage acknowledging grant funding. (Grants funds **cannot** pay for this cost, but the cost can count towards the applicant's match requirement.)

Complete the budget table below. **Include all costs anticipated to complete the project.** Do not include any long-term maintenance or refurbishment costs. (If plans are to contract out the project, insert the estimated contract price.)

BUDGET	COST
Crumb Rubber or Tire-Derived Product	
Transportation	
Installation of Material (Grantee match)	
Promotional (Grantee match)	
List any Other Expenses (Grantee Match)	
TOTAL	
Total Grant Request (Cost of Materials and Transportation) :	

2025 KENTUCKY WASTE TIRE CRUMB RUBBER/TIRE-DERIVED PRODUCTS GRANT APPLICATION

Amount Matching Funds (must be at least 25% of total project amount):	

ADDITIONAL GUIDELINES

Grant applicants must submit a complete application with all required documentation.

Failure to comply with reporting requirements may result in the grantee being required to reimburse the cabinet for all funds received and ineligibility for future EEC grants.

After the awarding of the grant, the Cabinet is to approve in writing any change to the proposed project before the project can move forward with the changes.

The Cabinet reserves the right to reject or modify any grant proposal based on consistency with program objectives and availability of funding.

The Cabinet reserves the right to alter or suspend the grant program to accommodate other programmatic needs or initiatives.

All project work listed on the grant application is to be completed by December 31, 2025. ***Routinely, deadline extensions to complete the project will not be granted.***

a.) You are encouraged to begin your project early in the grant cycle to avoid weather related delays or contractor delays. Check with the contractor/vendor that you are requesting a quote from on the project and if they have had trouble in the past getting the material or equipment, check with other contractors/vendors in order to meet the deadline.

b.) If you are bidding the project, make sure to place in the bid packet the deadline of December 31, 2025 to complete the project or the contractor will be fined for not completing by December 31st.

c.) If you feel you cannot meet the deadline for completion, consider applying in a later grant cycle. NOTE: If you have received notification the award of an LWCF grant, make sure that you have actually received the funding before applying. The LWCF grant funding can take up to 18 months to receive following the award of the grant.

d.) If you are holding events to raise additional funding for your project, please consider applying for the grant after all the funding is in place.

NOTE: This is a very competitive grant so once the applications are approved and announced, if an entity does not accept the grant funding or does not complete the

project, the funding does not get reallocated to another entity for that project year.

ADDITIONAL NOTE: Our agreement to award the funding is with the applicant on the application. If you plan to sign the check over or relinquish the project and funding to a third party, remember that the applicant is liable with the Cabinet on overseeing that the project is completed, and all necessary paperwork is submitted in a timely manner.

REPORTS

Construction Progress Report

By January 31, 2026, grantee must submit a construction progress report that consists of all invoices and proof of payment and a completed budget worksheet on a form provided by the Cabinet.

Annual Progress Reports

The grantee must submit, annually by January 31 for two (2) years following completion of the grant, annual progress reports. These reports should include:

1. Narrative description of project status and public comments on the project.

2. "Before" and "After"

    - Photos
    - Maintenance cots
    - Number of injuries (if playground, walking trail or track project)
    - Media reports such as newspaper clips

For more assistance in completing the grant application, please contact Lisa Evans at the Division of Waste Management at lisa.evans@ky.gov, or by phone at (502) 782-6355 (office), 502-330-6829 (cell).

SUBMISSION

Grant applications must be received by ***E-MAIL*** by close of business (4:30 p.m.) on Tuesday, **April 1, 2025**. The Cabinet will not give consideration of funding for any applications received after the April 1, 2025 deadline.

One completed application and all supporting documentation must be included in the packet for the application to be eligible for funding.

2025 KENTUCKY WASTE TIRE CRUMB RUBBER/TIRE-DERIVED PRODUCTS GRANT APPLICATION

Email yo ur application to Lisa Evans at lisa.evans@ky.gov

CHAMPLIN TIRE RECYCLING, INC.

3/4/2025

Kimberly L. Jackson
Grants Manager
Family Care Center
Lexington, KY 40502

859-258-3814 Office

kjackson1@lexingtonky.gov

Re: Park Benches & Picnic Tables

Kimberly,

The following is our quote for the park benches and picnic tables you requested. Our benches & tables are available in three colors (green/brown/gray) for the boards. The bases of the products are black. Benches and tables are shipped **unassembled** with all hardware and assembly instructions.

3 - Three foot Park Benches	@	$439.00	each =	$1,317.00
4 - Six foot Park Benches	@	$539.00	each =	$2,156.00
4 - Six foot Picnic Tables	@	$994.00	each =	$3,976.00
		Subtotal		$7,449.00
***Freight to zip code 40502**		Freight		$616.00
		Total		**$8,065.00**

*Freight is estimated on 3 pallets with a weight of 2,825 lbs. and actual may vary. Residential / Liftgate Services will be additional charges.

**Amount of Kentucky crumb rubber used based on this quote = .65 tons.

Please contact me if you have any questions or need additional information at (785)262-1219 or via email: mdhaist49@gmail.com. I look forward to working with you.

Sincerely,

Mark Haist
Champlin Tire Recycling, Inc.

RESOLUTION NO. ____-2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AND SUBMIT A GRANT APPLICATION TO THE COMMONWEALTH OF KENTUCKY WASTE TIRE PROGRAM, TO PROVIDE ANY ADDITIONAL INFORMATION REQUESTED IN CONNECTION WITH THIS GRANT APPLICATION, AND TO ACCEPT THIS GRANT IF AWARDED, WHICH GRANT FUNDS ARE IN THE AMOUNT OF $8,065.00 IN STATE FUNDS, THE ACCEPTANCE OF WHICH OBLIGATES THE URBAN COUNTY GOVERNMENT TO THE EXPENDITURE OF $2,016.25 AS A LOCAL MATCH, AND AUTHORIZING THE MAYOR TO TRANSFER UNENCUMBERED FUNDS WITHIN THE GRANT BUDGET.

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

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute and submit a Grant Application, which is attached hereto and incorporated herein by reference, to the Commonwealth of Kentucky Waste Tire Program, to provide any additional information requested in connection with this Grant Application, and to accept this Grant if awarded, which Grant funds are in the amount of $8,065.00 in state funds, the acceptance of which obligates the Urban County Government to the expenditure of $2,016.25 as a local match.

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
0267-25:TAH:4911-5115-4475, v. 1

RESOLUTION NO. 136 -2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AND SUBMIT A GRANT APPLICATION TO THE COMMONWEALTH OF KENTUCKY WASTE TIRE PROGRAM, TO PROVIDE ANY ADDITIONAL INFORMATION REQUESTED IN CONNECTION WITH THIS GRANT APPLICATION, AND TO ACCEPT THIS GRANT IF AWARDED, WHICH GRANT FUNDS ARE IN THE AMOUNT OF $8,065.00 IN STATE FUNDS, THE ACCEPTANCE OF WHICH OBLIGATES THE URBAN COUNTY GOVERNMENT TO THE EXPENDITURE OF $2,016.25 AS A LOCAL MATCH, AND AUTHORIZING THE MAYOR TO TRANSFER UNENCUMBERED FUNDS WITHIN THE GRANT BUDGET.

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

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute and submit a Grant Application, which is attached hereto and incorporated herein by reference, to the Commonwealth of Kentucky Waste Tire Program, to provide any additional information requested in connection with this Grant Application, and to accept this Grant if awarded, which Grant funds are in the amount of $8,065.00 in state funds, the acceptance of which obligates the Urban County Government to the expenditure of $2,016.25 as a local match.

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

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

PASSED URBAN COUNTY COUNCIL: March 20, 2025

Linda Gorton

MAYOR

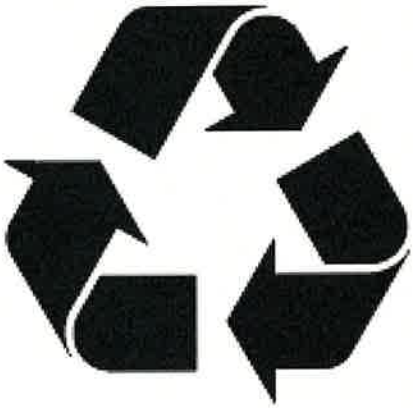
ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0267-25:TAH:4911-5115-4475, v. 1

COMMONWEALTH OF KENTUCKY

CRUMB RUBBER/TIRE-DERIVED PRODUCTS GRANT
FOR
WASTE TIRE MARKET DEVELOPMENT
2025 APPLICATION



PURPOSE

This grant provides financial assistance to projects that further the purposes of the Kentucky Waste Tire Program by developing beneficial end-use markets for waste tires generated in Kentucky.

TEAM KENTUCKY.

ENERGY AND ENVIRONMENT CABINET

2025 KENTUCKY WASTE TIRE CRUMB RUBBER/TIRE-DERIVED PRODUCTS GRANT APPLICATION

GENERAL INFORMATION

The Cabinet is accepting grant proposals for projects that promote the use of recycled Kentucky waste tires in the form of crumb rubber or other tire-derived products that meet the criteria of the grant program.

The Cabinet encourages applicants to propose new or creative applications of recycled tire rubber. In addition to the frequently requested landscaping mulch, poured-in-place surfacing, park benches and picnic tables, the Cabinet would like to promote new end markets for Kentucky tires.

Athletic fields or loose crumb rubber playground applications, tire derived aggregate, tire-derived fuel, rubber modified asphalt, or civil engineering projects ***will not*** receive grant funding.

Applicants must meet the eligibility criteria set forth below, but may include:

- Private entities
- Owners of commercial entities operating within the Commonwealth of Kentucky
- Public school districts
- Private schools
- City and county governments
- Entities operating public parks, and
- State agencies.

This grant is a 75/25 match grant: the applicant shall provide a funding match equal to at least 25% of the total cost of the project.

Allowable use of the grant funding **may be** for the actual cost to purchase the crumb rubber or other tire-derived products utilized in the project, and the actual transportation costs. Other costs, such as the cost to apply or install the product, or to publicize and promote the project, are not eligible for grant funding (but may count toward the applicant's match requirement).

This is an up-front approval/funding grant. There will be no award of grant funding for the reimbursement of already completed projects.

If a county is out of compliance with its Solid Waste Management Plan, no entity in that county is eligible to receive this grant.

No contractor, subcontractor, vendor, or supplier, or any employee or representative thereof, shall be an employee of the Applicant.

Funding for this grant is dependent upon the availability of money, not otherwise obligated, in the waste tire trust fund established in KRS 224.50-880.

2025 KENTUCKY WASTE TIRE CRUMB RUBBER/TIRE-DERIVED PRODUCTS GRANT APPLICATION

EVALUATION OF THE APPLICATIONS BY THE CABINET WILL FOLLOW THE CRITERIA BELOW:

First, consideration of funding will only be for the complete applications.

Second, prioritization of the applications are as follows:

1. The applicant eligibility criteria set forth below.
2. Number of people served by the project.
3. Number of grants previously awarded to the County.
4. The project's cost and forecasted benefits.

The Cabinet reserves the right to modify evaluation criteria and required match amount on a case-by-case basis dependent upon the scope, scale or nature of individual applications and upon available funding.

1. APPLICANT PROFILE

To be eligible for this grant, applicants must meet the following criteria:

- Have the legal authority to construct and operate the proposed project;
- Have the ability to construct the project in compliance with the grant conditions;
- The Applicant and the person who will be managing the project shall not have received a final judgment or conviction of a state or federal environmental statute or regulation in the five (5) years before submitting the application and shall not have any outstanding violations of state or federal environmental statutes or regulations.

Signature

The head of the applying entity, agency or board should sign the grant request. Example: for a school, this would be the superintendent; for a city, the mayor; for a county, the judge/executive; for a 109 board, the chair. For those projects that require official authorization (such as by the school board, city council, or fiscal court), enclose the minutes of the meeting approving the project, including expenditure of the matching funds.

2025 KENTUCKY WASTE TIRE CRUMB RUBBER/TIRE-DERIVED PRODUCTS GRANT APPLICATION

ALL APPLICANTS MUST ANSWER THE FOLLOWING QUESTIONS OR PROVIDE AN EXPLANATION OF WHY THE ITEMS ARE NOT APPLICABLE TO THE PROPOSED PROJECT. You may attach additional pages as required.

Facility Name	**Family Care Center**		
Street Address	**1135 Harry Sykes Way**		
Mailing Address	**200 East Main Street**		
City	Lexington	**Zip**	**40507**
Project Contact	**Kimberly Jackson**		
E-mail Address	kjackson1@lexingtonky.gov		
Phone	8592583814	**Fax**	**8592583406**
Applicant's Name	**LFUCG Family Care Center**		
Federal Tax ID#	**61-0858140**		
Type of Applicant	**Merged Urban County Government**		
Mailing Address	**200 East Main Street**		
City	Lexington	**Zip**	**40507**
Phone	859258380	**Fax**	
E-mail Address			
Signature of Applicant's Authorizing Official	Linda Gorton	**Date**	3/26/25
Typed or Printed Name of Official	**Linda Gorton**		
Official Title	**Mayor**		

2025 KENTUCKY WASTE TIRE CRUMB RUBBER/TIRE-DERIVED PRODUCTS GRANT APPLICATION

STATUS OF APPLICANT

A. Does the applicant have the legal authority to construct and operate the proposed project? X Yes ☐ No

B. Does the applicant have the ability to construct the project in compliance with the grant conditions? X Yes ☐ No

C. Has the applicant, or the person who will be managing the project for the applicant, received a final judgement or conviction of a state or federal environmental statute or regulation in the five (5) years before submitting the application, **or** have any outstanding violations of state or federal environmental statutes or regulations? ☐ Yes X No

2. PROJECT DESCRIPTION

As attachment #1, provide the following information.

- Describe the proposed project and its objectives, including the rationale and the anticipated benefits of the project.
- Estimate the number of people that the project will serve.
- Identify the approximate geographic area or the community that will benefit from the project.

3. CRUMB RUBBER/TIRE-DERIVED PRODUCT DESCRIPTION

As attachment #2, provide written documentation regarding the crumb rubber or type of tire-derived products:

A. State the type of tire-derived product you propose to use.

B. State the amount of crumb rubber or tire-derived product you propose to use, in tons.

C. State the cost of the crumb rubber or tire derived product used in the project. **Make sure to include bids or cost estimates from suppliers with your application.** Contact several suppliers to make sure to get a competitive price.

D. The Cabinet reserves the right to require additional technical information from applicants prior to evaluating grant applications.

2025 KENTUCKY WASTE TIRE CRUMB RUBBER/TIRE-DERIVED PRODUCTS GRANT APPLICATION

Source of crumb rubber: This intention of this grant program is to further the purposes of the Kentucky Waste Tire Program, which is for the management of waste tires generated in Kentucky. ***Make sure to include a statement from your proposed supplier that the crumb rubber or tire-derived product in their quote is using waste tires generated in Kentucky.***

4. PROMOTION DETAIL

As attachment #3, provide a plan to inform and educate the surrounding community about the project. You may attach examples of proposed newspaper articles or other media types intended to promote the project. Provide a sample of signage acknowledging the source of the grant funding.

5. MILESTONES

Please list a description of each key task and its approximate due date. Below is an example. This is only an example; your task description may be different. Please adjust the task description in your own grant application to describe the type of project you are proposing.

XYZ Project (EXAMPLE)

Task Description	Estimated Completion Date
1. Prep Area	April 15, 2025
2. Grant Awarded	May 15, 2025
3. Bid and Award Contract	May 30, 2025
4. Contact Media as desired.	May 30, 2025
5. Contract start	July 1, 2025
6. Contract complete	July 29, 2025
7. Project Completed (project & activities)	December 31, 2025
8. Construction Progress Report Due	January 31, 2026
9. Final Annual Progress Report #1	January 31, 2026
10. Final Annual Progress Report #2	January 31, 2027

Project Name: _____

Task Description	Estimated Completion Date

2025 KENTUCKY WASTE TIRE CRUMB RUBBER/TIRE-DERIVED PRODUCTS GRANT APPLICATION

6. LETTERS OF ENDORSEMENT

As attachment #4, include ***at least two or more letters*** of endorsement from the principal of the school, PTO president, elected officials such as legislators, mayors, county judge-executives or other similar persons.

7. BUDGET DETAIL

Waste Tire Materials is the cost of the crumb rubber or tire-derived product. (Grant funds **can** pay for this cost.)

Transportation is the cost of transporting the crumb rubber or tire-derived product. (Grant funds **can** pay for this cost.)

Application of Material is the cost of the installation of the material including equipment and personnel. If volunteers are used, report the number of volunteers and their hours and any type of machinery used. (Grant funds **cannot** pay for this cost, but the cost can count towards the applicant's match requirement.)

Promotional and Educational includes advertising, promotion, education, outreach costs and signage acknowledging grant funding. (Grants funds **cannot** pay for this cost, but the cost can count towards the applicant's match requirement.)

Complete the budget table below. **Include all costs anticipated to complete the project.** Do not include any long-term maintenance or refurbishment costs. (If plans are to contract out the project, insert the estimated contract price.)

BUDGET	COST
Crumb Rubber or Tire-Derived Product	
Transportation	
Installation of Material (Grantee match)	
Promotional (Grantee match)	
List any Other Expenses (Grantee Match)	
TOTAL	
Total Grant Request (Cost of Materials and Transportation) :	
Amount Matching Funds (must be at least 25% of total project amount):	

2025 KENTUCKY WASTE TIRE CRUMB RUBBER/TIRE-DERIVED PRODUCTS GRANT APPLICATION

ADDITIONAL GUIDELINES

Grant applicants must submit a complete application with all required documentation.

Failure to comply with reporting requirements may result in the grantee being required to reimburse the cabinet for all funds received and ineligibility for future EEC grants.

After the awarding of the grant, the Cabinet is to approve in writing any change to the proposed project before the project can move forward with the changes.

The Cabinet reserves the right to reject or modify any grant proposal based on consistency with program objectives and availability of funding.

The Cabinet reserves the right to alter or suspend the grant program to accommodate other programmatic needs or initiatives.

All project work listed on the grant application is to be completed by December 31, 2025. ***Routinely, deadline extensions to complete the project will not be granted.***

a.) ***You are encouraged to begin your project early in the grant cycle to avoid weather related delays or contractor delays. Check with the contractor/vendor that you are requesting a quote from on the project and if they have had trouble in the past getting the material or equipment, check with other contractors/vendors in order to meet the deadline.***

b.) ***If you are bidding the project, make sure to place in the bid packet the deadline of December 31, 2025 to complete the project or the contractor will be fined for not completing by December 31st.***

c.) ***If you feel you cannot meet the deadline for completion, consider applying in a later grant cycle. NOTE: If you have received notification the award of an LWCF grant, make sure that you have actually received the funding before applying. The LWCF grant funding can take up to 18 months to receive following the award of the grant.***

d.) ***If you are holding events to raise additional funding for your project, please consider applying for the grant after all the funding is in place.***

NOTE: This is a very competitive grant so once the applications are approved and announced, if an entity does not accept the grant funding or does not complete the project, the funding does not get reallocated to another entity for that project year.

2025 KENTUCKY WASTE TIRE CRUMB RUBBER/TIRE-DERIVED PRODUCTS GRANT APPLICATION

ADDITIONAL NOTE: Our agreement to award the funding is with the applicant on the application. If you plan to sign the check over or relinquish the project and funding to a third party, remember that the applicant is liable with the Cabinet on overseeing that the project is completed, and all necessary paperwork is submitted in a timely manner.

REPORTS

Construction Progress Report

By January 31, 2026, grantee must submit a construction progress report that consists of all invoices and proof of payment and a completed budget worksheet on a form provided by the Cabinet.

Annual Progress Reports

The grantee must submit, annually by January 31 for two (2) years following completion of the grant, annual progress reports. These reports should include:

1. Narrative description of project status and public comments on the project.

2. "Before" and "After"

    - Photos
    - Maintenance cots
    - Number of injuries (if playground, walking trail or track project)
    - Media reports such as newspaper clips

For more assistance in completing the grant application, please contact Lisa Evans at the Division of Waste Management at lisa.evans@ky.gov, or by phone at (502) 782-6355 (office), 502-330-6829 (cell).

SUBMISSION

Grant applications must be received by ***E-MAIL*** by close of business (4:30 p.m.) on Tuesday, **April 1, 2025**. The Cabinet will not give consideration of funding for any applications received after the April 1, 2025 deadline.

One completed application and all supporting documentation must be included in the packet for the application to be eligible for funding.

Email yo ur application to Lisa Evans at lisa.evans@ky.gov

CHAMPLIN TIRE RECYCLING, INC.

3/4/2025

Kimberly L. Jackson
Grants Manager
Family Care Center
Lexington, KY 40502

859-258-3814 Office

kjackson1@lexingtonky.gov

Re: Park Benches & Picnic Tables

Kimberly,

The following is our quote for the park benches and picnic tables you requested. Our benches & tables are available in three colors (green/brown/gray) for the boards. The bases of the products are black. Benches and tables are shipped **unassembled** with all hardware and assembly instructions.

3 - Three foot Park Benches	@	$439.00	each =	$1,317.00
4 - Six foot Park Benches	@	$539.00	each =	$2,156.00
4 - Six foot Picnic Tables	@	$994.00	each =	$3,976.00
		Subtotal		$7,449.00
***Freight to zip code 40502**		Freight		$616.00
		Total		**$8,065.00**

*Freight is estimated on 3 pallets with a weight of 2,825 lbs. and actual may vary. Residential / Liftgate Services will be additional charges.

**Amount of Kentucky crumb rubber used based on this quote = .65 tons.

Please contact me if you have any questions or need additional information at (785)262-1219 or via email: mdhaist49@gmail.com. I look forward to working with you.

Sincerely,

Mark Haist
Champlin Tire Recycling, Inc.

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0268-25

File ID: 0268-25 **Type:** Resolution **Status:** Approved

Version: 1 **Contract #:** 070-2025 **In Control:** Urban County Council

File Created: 03/10/2025

File Name: FBI Joint Terrorism Task Force MOU with Youth Services **Final Action:** 03/20/2025

Title: A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute a Memorandum of Understanding with Federal Bureau of Investigation, Joint Terrorism Task Force (JTTF), for formalizing the relationship between the FBI and the Juvenile Probation and Court Services in the Div. of Youth Services, in order to maximize cooperation and create a cohesive unit and to delineate the responsibilities and commitment of the FBIJTTF and Juvenile Probation and Court Services. [Div. of Youth Services, Persley]

Notes: down to MO office 3/21/25 ms

SAF in the CCO. REturnd to Briana Persley via pick up 3/26/2025. MS

Sponsors:

Enactment Date: 03/20/2025

Attachments: 0268-25 FBI Joint Terrorism Task Force MOU with Youth Services bluesheet memo.docx, FBI Joint Terrorism Task Force MOU with Youth Services, RESO 0268-25 JTTF JPCS MOU 4931-1386-3211 v.1.doc, R-137-2025, Contract #070-2025, Contract #070-2025, Contract #070-2025

Enactment Number: R-137-2025

Deed #:

Hearing Date:

Drafter: Theresa Maynard

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	03/18/2025	Approved and Referred to Docket	Urban County Council	03/20/2025		Pass
1	Urban County Council	03/20/2025	Received First Reading	Urban County Council	03/20/2025		
1	Urban County Council	03/20/2025	Suspended Rules for Second Reading				Pass
1	Urban County Council	03/20/2025	Approved				Pass

Text of Legislative File 0268-25

Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute a Memorandum of Understanding with Federal Bureau of Investigation, Joint Terrorism Task Force (JTTF), for formalizing the relationship between the FBI and the Juvenile Probation and Court Services in the Div. of Youth Services, in order to maximize cooperation and create a cohesive unit and to delineate the responsibilities and commitment of the FBIJTTF and Juvenile Probation and Court Services. [Div. of Youth Services, Persley]

Summary

Authorization to execute an MOU between the Federal Bureau of Investigation (FBI) and the Lexington-Fayette Urban County Government on behalf of Juvenile Probation and Court Services in the Division of Youth Services. The purpose is to formalize the relationship between the FBI, Juvenile Probation and Court Services, and the Louisville Field Office Joint Terrorism Task Force to help address the most complex terrorism investigations. No Budgetary impact. (L0268-25)(Persley/Allen-Bryant)

Budgetary Implications: No
Advance Document Review: Law: T Holskey 3/3/25
Fully Budgeted: N/A
Account Number: N/A
This Fiscal Year Impact: N/A
Annual Impact: N/A
Project:
Activity:
Budget Reference:
Current Balance:

MAYOR LINDA GORTON

LEXINGTON

KACY-ALLEN BRYANT
COMMISSIONER
SOCIAL SERVICES

TO: Mayor Linda Gorton
Honorable Members, Urban County Council

FROM: Kacy Allen-Bryant, Commissioner of Social Services

DATE: March 10, 2025

SUBJECT: FBI Joint Terrorism Task Force Memorandum of Understanding with Juvenile Probation and Court Services in the Division of Youth Services

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Request:

Request Council Authorization for the Mayor to execute a Memorandum of Understanding between the Federal Bureau of Investigation (FBI) and the Lexington-Fayette Urban County Government on behalf of Juvenile Probation and Court Services in the Division of Youth Services.

Why are you requesting?

This MOU is to formalize the relationship between the FBI and Juvenile Probation and Court Services in the Division of Youth Services to maximize cooperation and create a cohesive unit capable of addressing the most complex terrorism investigations. It delineates the responsibilities and commitments of the FBI and the Juvenile Probation and Court Services in the Louisville Field Office Joint Terrorism Task Force.

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

There is no fiscal impact associated with this contract.

Are the funds budgeted?

There is no fiscal impact associated with this contract.

File Number: 0268-2025

Director/Commissioner: Briana Persley / Kacy Allen-Bryant

Louisville Field Office

JOINT TERRORISM TASK FORCE (JTTF)

Standard Memorandum of Understanding

Between

THE FEDERAL BUREAU OF INVESTIGATION

and

Lexington- Fayette Urban County Government on Behalf of Lexington- Fayette Urban County Government on Behalf of Juvenile Probation and Court Services

PARTIES

This Memorandum of Understanding (MOU) is entered into by and between the Federal Bureau of Investigation (FBI) and the Lexington- Fayette Urban County Government on Behalf of Juvenile Probation and Court Services. The FBI and the Lexington- Fayette Urban County Government on Behalf of Juvenile Probation and Court Services are also referred to herein individually as a Party or collectively as the Parties.

AUTHORITIES

The FBI is authorized to coordinate intelligence, investigative, and operational responses to various criminal, cyber, and national security threats, attacks, and intrusions pursuant to various statutory and executive authorities. These include 28 U.S.C. § 533, 34 U.S.C. § 10211, 28 C.F.R. 0.85, Executive Order 12333, as amended, the Attorney General Section 905 Guidelines Regarding Disclosure of Foreign Intelligence Acquired in a Criminal Investigation (September 23, 2002); the Attorney General Guidelines for FBI Domestic Operations (AGG-DOM); Annex II to NSPD-46/HSPD-15; NSPD-54/HSPD-23; NSPM-36; and 18 U.S.C. § 1030, 50 U.S.C. § 1801, et seq.

PURPOSE/PREAMBLE

This MOU is to formalize the relationship between the FBI and the Lexington- Fayette Urban County Government on Behalf of Juvenile Probation and Court Services in order to maximize cooperation and to create a cohesive unit capable of addressing the most complex terrorism investigations. For purposes of this MOU, all mentions of JTTF also include the National Joint Terrorism Task Force (NJTTF).

This MOU delineates the responsibilities and commitments of the FBI and the Lexington- Fayette Urban County Government on Behalf of Juvenile Probation and Court Services in the Louisville Field Office Joint Terrorism Task Force.

This MOU is not intended to, and should not be construed to, create any right or benefit, substantive or procedural, enforceable at law or otherwise by any third party against the Parties, their

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parent agency, the United States, or the officers, employees, agents, or other associated personnel thereof.

MISSION

The mission of the JTTF is to leverage the collective resources of the Parties for the prevention, preemption, deterrence and investigation of terrorist acts that affect United States interests, and to disrupt and prevent terrorist acts and apprehend individuals who may commit or plan to commit such acts. To further this mission, the JTTF shall serve as a means to facilitate information sharing among JTTF participating agencies.

SUPERVISION AND CONTROL

- All JTTF personnel, once on-board, will be under the supervision of the FBI while working on the JTTF to which they are assigned.
- Overall command and management of the JTTF shall be the responsibility of the NJTTF Section Chief (SC) and his/her designee at the level of FBI Headquarters (FBIHQ) or the Assistant Director in Charge (ADIC) or Special Agent in Charge (SAC) of the FBI field office to which the JTTF personnel are assigned, and his/her designee.
- All guidance on investigative matters handled by the JTTF will be issued by the Attorney General (AG) or the FBI. The FBI will make available to the Lexington- Fayette Urban County Government on Behalf of Juvenile Probation and Court Services applicable guidelines and policies, including the AGG-DOM and the FBI's Domestic Investigations and Operations Guide (DIOG).
- The ADIC, SAC or the SC shall designate one Supervisory Special Agent (SSA) to supervise day-to-day operational and investigative matters pertaining to the JTTF. Staffing issues are the responsibility of the FBI chain of command.
- In order to comply with Presidential Directives, the policy and program management of the JTTF is the responsibility of FBI Headquarters (FBIHQ). The operational chain of command beginning at the highest level, in each JTTF will be as follows: ADIC (if assigned), SAC or SC, Assistant Special Agent in Charge (ASAC) or Unit Chief (UC), and JTTF SSAs.
- Each FBI ADIC, SAC, or SC, through his or her chain-of-command, is responsible for administrative and operational matters directly associated with the JTTF. Operational activities will be supervised by FBI JTTF SSAs. Staffing issues are the responsibility of the FBI chain of command.
- The relevant FBI JTTF SSA will be responsible for opening, monitoring, directing, and closing JTTF investigations in accordance with existing FBI policy and the applicable United States AG Guidelines.
- Assignments of cases to personnel will be based on, at a minimum, experience, training, and performance in addition to the discretion of the relevant JTTF SSA.

STAFFING COMMITMENT AND RESPONSIBILITIES

- In light of the significant cost and effort in on-boarding new JTTF personnel, as well as the need for continuity to successfully combat national security, criminal, and cyber threats, attacks, and intrusions, the Lexington- Fayette Urban County Government on Behalf of Juvenile Probation and Court Services agrees to provide its personnel to the FBI JTTF for a period of at least two (2) years.

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This MOU imposes no maximum limit as to the time that any individual may remain on the JTTF. The FBI retains discretion over the length of service of JTTF personnel, in coordination with the Lexington- Fayette Urban County Government on Behalf of Juvenile Probation and Court Services.

- During periods of heightened threats and emergencies, the JTTF may need to operate 24-hours a day for an extended period of time. To function properly, the JTTF depends upon the unique contributions of each Lexington- Fayette Urban County Government on Behalf of Juvenile Probation and Court Services. During these periods, all JTTF personnel are expected to support JTTF activities unless released to the Lexington- Fayette Urban County Government on Behalf of Juvenile Probation and Court Services.
- Due to the operational needs of the JTTF, assignment of full time JTTF personnel to special details or duties for their home agency outside the JTTF by the Lexington- Fayette Urban County Government on Behalf of Juvenile Probation and Court Services must be coordinated with the relevant JTTF SSA.
- Although JTTF personnel will report to his/her Lexington- Fayette Urban County Government on Behalf of Juvenile Probation and Court Services for non-investigative administrative matters, leave requests will be coordinated with the JTTF SSA to ensure staffing availability.
- JTTF personnel must adhere to the FBI's ethical standards and the Supplemental Standards of Ethical Conduct for employees of the Justice Department, and the same rules and regulations as FBI employees with regard to security policies, conduct and activities while in FBI space, the handling of FBI property, the operation of FBI vehicles, and the conduct of JTTF business.
- Continued assignment to the JTTF will be in coordination with the ADIC,SAC or SC, and the Lexington- Fayette Urban County Government on Behalf of Juvenile Probation and Court Services. The FBI ADIC, SAC or SC retains the discretion to remove any JTTF personnel from the JTTF.
- JTTF personnel are subject to removal from the JTTF by the FBI for any violation of any provision of this MOU, the FBI's ethical standards, the Supplemental Standards of Ethical Conduct for employees of the Department of Justice, any other applicable agreements, rules, and regulations, or at the discretion of the FBI.
- JTTF personnel must sign an acknowledgment of their respective roles and responsibilities before coming on-board.
- All JTTF personnel are required to attend FBI legal training in compliance with FBI regulations and any other training deemed mandatory and/or necessary by the FBI chain of command. The FBI is responsible for the costs of such training. The Lexington- Fayette Urban County Government on Behalf of Juvenile Probation and Court Services will bear the costs of its training required of its own employees.
- The participation of other federal, state, local, tribal, and territorial partners on the JTTF is critical to the long-term success of the endeavor. Due to congressionally mandated reporting, articulating the level of effort for these partnerships is a key measure of the JTTF's performance. Accordingly, all JTTF personnel will be required to record their workload in the Time Utilization Recordkeeping (TURK) system used by the FBI.
- The Lexington- Fayette Urban County Government on Behalf of Juvenile Probation and Court Services will ensure that detailed JTTF personnel are medically qualified according to the agency's standards to perform JTTF duties, including law enforcement duties, functions, and responsibilities.

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DEFINITION OF JTTF PERSONNEL

As used in this MOU, the term "JTTF personnel" means and includes Task Force Officer, Task Force Member, and Task Force Participant, as those terms are defined in the Joint Task Force Policy Guide (1178PG) section4.3. This section of the JTFPG is available should it be requested.

DEPUTATION

State, local, tribal, and territorial law enforcement officers (LEOs) who serve on the JTTF must be federally deputized under Title 18 of the USC while assigned to the JTTF. The FBI may likewise require federal LEOs who serve on the JTTF to be deputized while assigned to the JTTF. The FBI will secure the required authorization for deputations, as needed.

Under the terms of this MOU, the Lexington- Fayette Urban County Government on Behalf of Juvenile Probation and Court Services agrees that non-LEOs detailed to the JTTF will not: (1) participate in law enforcement activities; (2) carry a weapon, either lethal or non-lethal; or (3) participate in the execution of search/arrest warrants.

SECURITY CLEARANCE

JTTF personnel may be required to handle sensitive and classified information, have access to classified systems, and/or have access to secure office space. Therefore, JTTF personnel must obtain and maintain a Top Secret clearance and access to Sensitive Compartmentalized Information (SCI) in accordance with the FBI's Security Division Policies.

All JTTF personnel will execute non-disclosure agreements deemed necessary by the FBI for the protection of classified and sensitive information, including but not limited to an SF-312, Classified Nondisclosure Agreement. Supervisors in the Lexington- Fayette Urban County Government on Behalf of Juvenile Probation and Court Services responsible for the JTTF personnel may only be provided with classified information in accordance with FBI policy, if they have the appropriate security clearance to receive the classified information, and the requisite "need to know."

All members of the JTTF must certify they have not failed an FBI polygraph at any time. If a potential JTTF member has at one time failed a FBI polygraph, they are not eligible to be in FBI space and, therefore, not eligible to be a member of the task force.

DEADLY FORCE POLICY

Non-FBI JTTF personnel will follow the Lexington- Fayette Urban County Government on Behalf of Juvenile Probation and Court Services policy concerning the use of deadly force.

Less-than-Lethal Devices

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

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- The Lexington- Fayette Urban County Government on Behalf of Juvenile Probation and Court Services of each individual assigned to the JTTF will ensure the agency's policies and procedures for use of any less-than-lethal device that will be carried by JTTF personnel are consistent with the DOJ policy statement on the Use of Less-Than-Lethal Devices.
- The Lexington- Fayette Urban County Government on Behalf of Juvenile Probation and Court Services of each individual assigned to the JTTF will ensure that, while the individual is participating in FBI-led JTTF operations in the capacity of JTTF personnel, the individual will carry only less-than-lethal devices the Lexington- Fayette Urban County Government on Behalf of Juvenile Probation and Court Services has issued to the individual, and on which the individual has been trained, in accordance with the agency's policies and procedures.

BODY WORN CAMERAS

- Task Force Officers (TFOs), including those federally deputized, enforcing federal law while assigned to the JTTFs under federal supervision and wearing FBI-owned body worn cameras (BWC) must comply with the processes and procedures set forth in BWC Policy Note (PN) 1216N (or its successor), including those covering authorized use and activation of BWCs by TFOs in FBI cases.
- TFOs may comply with the FBI's BWC policies, processes, and procedures by wearing and using their home agencies' BWC equipment during FBI pre-planned arrests and searches.
- TFOs electing to use their home agencies' BWC equipment must wear and use their home-agencies' BWCs in accordance with the FBI's BWC policy, during, and after any FBI pre-planned arrests or searches.
- TFOs will provide the FBI with copies of any BWC recordings resulting from FBI pre-planned arrests or searches within 48 hours of the conclusion of the operation. BWC recordings obtained from TFOs are to be considered copies, with their home agencies retaining the originals.
- Agencies intending to release their home agencies' BWC recordings resulting from FBI pre-planned arrests or searches will notify the relevant FBI Assistant Director in Charge (ADIC)/Special Agent in Charge (SAC) as soon as practicable, but no less than 72 hours prior to release. State, local, tribal, and territorial agencies may not release BWC recordings of FBI pre-planned arrests or searches pursuant to state, local, tribal, or territorial laws or regulations, absent the consent of the FBI. Following intended release notifications, ADICs/SACs will coordinate with the TFOs' home agencies to discuss any necessary redactions or withholdings of the BWC recordings prior to public release to protect the privacy and other interests of the FBI, law enforcement personnel, or victims.

COORDINATION

Intelligence, law enforcement, and operational actions will be coordinated and cooperatively carried out within the JTTF. The Lexington- Fayette Urban County Government on Behalf of Juvenile Probation and Court Services will not knowingly act unilaterally on any matter affecting the JTTF. The Parties agree the matters designated to be handled by the JTTF shall not knowingly be subject to non-JTTF or non-FBI intelligence, law enforcement, or operational efforts by the Lexington- Fayette Urban County

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Government on Behalf of Juvenile Probation and Court Services. All law enforcement actions will be coordinated and cooperatively carried out.

The JTTF's criminal investigative procedures will conform to the requirements of the FBI and for federal prosecution. It is expected that the appropriate United States Attorney, in consultation with the FBI and affected JTTF partners, will determine on a case-by-case basis whether the prosecution of cases will be at the federal or state level, based upon which would better advance the interests of justice.

All media releases involving JTTF matters will be conducted by the FBI. No press release involving a JTTF matter will be issued without prior FBI approval.

CONFIDENTIAL HUMAN SOURCES

- The disclosure of FBI informants, or Confidential Human Sources (CHSs), to non-JTTF personnel will be limited to those situations where it is essential to the effective performance of the JTTF, and only after approval by an FBI supervisory employee. These disclosures will be consistent with applicable FBI guidelines.
- Non-FBI JTTF personnel may not make any further disclosure of the identity of an FBI CHS, including to other individuals assigned to the JTTF. No documents which identify, tend to identify, or may indirectly identify an FBI CHS may be released without prior FBI approval.
- In those instances where the Lexington- Fayette Urban County Government on Behalf of Juvenile Probation and Court Services provides a CHS, the FBI may, at the discretion of the SAC and in coordination with the Lexington- Fayette Urban County Government on Behalf of Juvenile Probation and Court Services, become solely responsible for the CHS's continued development, operation, and compliance with necessary administrative procedures regarding operation and payment as set forth by the FBI.
- The United States AG Guidelines and FBI policy and procedure for operating FBI CHSs shall apply to all CHSs opened and operated in furtherance of FBI JTTF investigations. Documentation of, and any payments made to, FBI CHSs shall be in accordance with FBI policy and procedure.
- Operation, documentation, and payment of any CHS opened and operated in furtherance of a JTTF investigation must be in accordance with the United States AG Guidelines, regardless of whether the handling agency is an FBI JTTF Lexington- Fayette Urban County Government on Behalf of Juvenile Probation and Court Services. Documentation of state, county, or local CHSs opened and operated in furtherance of JTTF investigations shall be maintained at an agreed upon location.
- All JTTF undercover operations will be conducted and reviewed in accordance with FBI guidelines and the Attorney General's Guidelines on Federal Bureau of Investigation Undercover Operations. The Lexington- Fayette Urban County Government on Behalf of Juvenile Probation and Court Services may be requested to enter into an additional agreement if an employee of the Lexington-Fayette Urban County Government on Behalf of Juvenile Probation and Court Services is assigned duties which require the officer to act in an undercover capacity.

INFORMATION SHARING/REPORTS AND RECORDS

This document nor its contents may be released without prior authorization of FBI Headquarters.

- All investigative and intelligence reporting will be prepared and disseminated in compliance with FBI policy, including but not limited to DIOG section 14. Subject to any legal or policy restrictions, copies of documents created for a JTTF matter based upon information obtained from participation on the JTTF by any JTTF personnel will be considered to be federal documents under the control of the FBI and shall be maintained in accordance with FBI records management policy and applicable law. All JTTF materials and investigative records, including any MOUs, originate with, belong to, and will be maintained by the FBI.
- All information learned during the course of a JTTF investigation is subject to FBI information sharing policies and may not be disclosed outside of the FBI without the approval of the FBI JTTF Supervisor. Like any FBI employee, JTTF personnel may not disclose any FBI or JTTF-related information outside of the FBI, including any disclosure to the Lexington- Fayette Urban County Government on Behalf of Juvenile Probation and Court Services, without the prior approval of the FBI JTTF SSA.
- All JTTF materials and investigative records originate with, belong to, and will be maintained by the FBI, to include but not limited to: MOUs, interview reports (i.e. FD-302), interview notes, surveillance logs, subpoenaed records, or other investigative information. All information generated in the course of investigations by the JTTF will be controlled solely by the FBI and may only be removed from FBI space with the approval of the JTTF SSA. All official records and information will be kept in accordance with established FBI records management and retention policies.
- JTTF personnel are strictly prohibited from disclosing any unclassified information to individuals without a need to know. Like any FBI employee, JTTF personnel are strictly prohibited from disclosing any classified information to individuals who do not possess the appropriate security clearance and a need to know. The Lexington- Fayette Urban County Government on Behalf of Juvenile Probation and Court Services agrees to have JTTF personnel sign an FD-868 (Nondisclosure Agreement for Joint JTTF Members, Contractors, Detailees, Assignees, and Interns). This action obligates an individual participating in the JTTF, who is accepting a position of special trust with access to classified and otherwise sensitive information, to be bound by prepublication review to protect against the unauthorized disclosure of such information.
- JTTF information may identify individuals whose information may be protected by the Privacy Act of 1974 and "United States persons" whose information may be protected by Executive Order 12333 (as amended or any successor thereto). All such information shall be handled lawfully pursuant to the provisions thereof.
- JTTF personnel may be required to handle and process Protected Critical Infrastructure Information, as defined by law and regulated by the U.S. Department of Homeland Security (DHS). All JTTF personnel will use and disclose DHS PCII in accordance with applicable law and regulation.
- JTTF personnel must also comply with all applicable dissemination restrictions when sharing information with non-JTTF individuals. Such restrictions include but are not limited to classification rules, grand jury information, foreign government information, and any originator-controlled caveats.
- The FBI and the Lexington- Fayette Urban County Government on Behalf of Juvenile Probation and Court Services will immediately report to each other every instance wherein data received from each other is used, disclosed, or accessed in an unauthorized manner (including any data losses or breaches).

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- The FBI and the Lexington- Fayette Urban County Government on Behalf of Juvenile Probation and Court Services agree to abide by the DOJ Privacy, Civil Rights, and Civil Liberties Protection Policy for the Information Sharing Environment (January 25, 2010) to the extent that any JTTF-related information is covered by that policy. At a minimum, the FBI and Lexington- Fayette Urban County Government on Behalf of Juvenile Probation and Court Services shall notify each other of any erroneous disclosure of information concerning a U.S. citizen or legal permanent resident alien and take reasonable steps to correct such error.

SALARY/OVERTIME COMPENSATION/FUNDING

- Subject to funding availability and legislative authorization, the FBI may reimburse the Lexington-Fayette Urban County Government on Behalf of Juvenile Probation and Court Services for the cost of overtime worked by deputized non-federal LEOs assigned full time to the JTTF, provided overtime expenses were incurred as a result of JTTF related duties. A separate Cost Reimbursement Agreement (CRA) must be executed between the FBI and the Lexington- Fayette Urban County Government on Behalf of Juvenile Probation and Court Services, consistent with regulations and policy. Otherwise, overtime shall be compensated in accordance with applicable Lexington- Fayette Urban County Government on Behalf of Juvenile Probation and Court Services overtime provisions.
- The Lexington- Fayette Urban County Government on Behalf of Juvenile Probation and Court Services JTTF personnel will each report to his or her respective agency for personnel administrative matters. The Lexington- Fayette Urban County Government on Behalf of Juvenile Probation and Court Services shall be responsible for the pay, overtime, leave, performance appraisals, and other personnel matters relating to its employees detailed to an FBI JTTF. The Lexington- Fayette Urban County Government on Behalf of Juvenile Probation and Court Services will, at their discretion, solicit input from the JTTF SSA for performance appraisals based on their employees work on the JTTF.
- The FBI will provide office space for all JTTF personnel members and support staff. In addition, the FBI will provide all necessary secretarial, clerical, automation, and technical support for the JTTF in accordance with FBI guidelines and procedures. The FBI will provide all furniture and office equipment.
- The introduction of office equipment and furniture into FBI space by the Lexington- Fayette Urban County Government on Behalf of Juvenile Probation and Court Services is discouraged, as any such material is subject to examination for technical compromise, which may result in its being damaged or destroyed.
- Subject to funding availability and legislative authority, the FBI may provide equipment, such as a vehicle (but only to non-federal LEOs who work on the JTTF), fuel purchase card (but only to non-federal LEOs who work on the JTTF), and smart phone, to JTTF personnel for use in carrying out JTTF related duties. Receiving personnel will be required to execute acceptable use agreements before being issued these items.
- As the FBI will not provide vehicles to LEOs from federal agencies, it is the responsibility of the Lexington- Fayette Urban County Government on Behalf of Juvenile Probation and Court Services (if federal) to ensure the LEO assigned to the JTTF is assigned a vehicle in a manner which enables them to fully perform the duties as assigned on the JTTF.

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- Employees of the Lexington- Fayette Urban County Government on Behalf of Juvenile Probation and Court Services (non-federal LEOs only) may be permitted to drive FBI owned or leased vehicles for surveillance, case management and investigation in connection with any JTTF investigation. FBI owned or leased vehicles will only be made available to non-federal LEOs, and may only be used in accordance with applicable FBI rules and regulations.
- Employees of the Lexington- Fayette Urban County Government on Behalf of Juvenile Probation and Court Services (including federal agencies), specifically assigned to the NJTTF may be permitted to drive FBI owned or leased vehicles in connection with NJTTF related duties. FBI owned or leased vehicles may only be used in accordance with applicable FBI rules and regulations.
- Employees of the Lexington- Fayette Urban County Government on Behalf of Juvenile Probation and Court Services who are assigned an FBI owned or leased vehicle must sign and abide by the following agreement: "FBI NATIONAL VEHICLE LEASE VEHICLE USE AGREEMENT – NON-FBI PERSONNEL."
- *[non-Federal entities only]* Any civil liability arising from the use of an FBI-owned or leased vehicle by an individual from a Lexington- Fayette Urban County Government on Behalf of Juvenile Probation and Court Services while engaged in any conduct other than his or her official duties and assignments under this MOU shall not be the responsibility of the FBI or the United States. To the extent permitted by applicable law, the Lexington- Fayette Urban County Government on Behalf of Juvenile Probation and Court Services will hold harmless the FBI and the United States for any claim for property damage or personal injury arising from any use of an FBI owned or leased vehicle by an individual from the Lexington- Fayette Urban County Government on Behalf of Juvenile Probation and Court Services that is outside of the scope of his or her official duties and assignments under this MOU.
- For official inventory purposes, all equipment including fuel cards, radios, badges, credentials and other forms of JTTF identification subject to FBI property inventory requirements will, upon request, be produced by each individual who participates in the JTTF.
- At the completion of an individual's assignment on the JTTF, upon request, or upon withdrawal or termination of the Lexington- Fayette Urban County Government on Behalf of Juvenile Probation and Court Services from the JTTF, all FBI equipment and property will be returned to the supplying agency in accordance with FBI policy.
- This MOU is not an obligation or commitment of funds nor a basis for a transfer of funds. Even where one of the Parties to this MOU has agreed (or later does agree) to assume a particular financial responsibility, such Party's express written approval must be obtained before incurring any expense expected to be assumed by the other Party. All obligations of an expenditures by the Parties to this MOU will be subject to each Party's respective budgetary and fiscal processes and availability of funds pursuant to all applicable laws, regulations, and policies. The Parties to this MOU acknowledge that there is no intimation, promise, or guarantee that funds will be available in future years.

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TRAVEL

All JTTF related travel of non-FBI personnel requires the approval of the JTTF SSA, and Lexington-Fayette Urban County Government on Behalf of Juvenile Probation and Court Services authorization, prior to travel. To avoid delay in operational travel, the Lexington- Fayette Urban County Government on Behalf of Juvenile Probation and Court Services will provide general travel authority to all of its participating employees for the duration of the employee's membership in the JTTF.

For domestic travel, JTTF personnel will be responsible for appropriate notifications within his or her Lexington- Fayette Urban County Government on Behalf of Juvenile Probation and Court Services, as well as standard FBI travel approvals and notification. The JTTF will obtain FBIHQ authorization and country clearances for JTTF personnel required to travel outside the United States. The FBI will pay costs for travel in accordance with the Federal Travel Regulations of all JTTF personnel to conduct investigations outside the field office or home agency territory.

[FOR DEPARTMENT OF DEFENSE ENTITIES ONLY]:

The Posse Comitatus Act, 18 U.S.C. §1385, prohibits the U.S. Army and Air Force (Department of Defense regulations now restrict the activities of all branches or components of the Armed Services under this Act) from being used as a posse comitatus or otherwise to execute the laws entrusted to civilian law enforcement authorities. The restrictions of the Act do not apply to civilian employees of the Department of Defense who are not acting under the direct command and control of a military officer. Other statutory provisions specifically authorize certain indirect and direct assistance and participation by the military in specified law enforcement functions and activities. All Department of Defense components (except strictly civilian components not acting under direct command and control of a military officer) who enter into this agreement, shall comply with all Department of Defense regulations and statutory authorities (describing restrictions, authorizations and conditions in support of law enforcement) including, but not limited to, Department of Defense Directives 3025.18 and 3025.21, Chapter 15 of Title 10 of the United States Code, dealing with military support for civilian law enforcement agencies, and any other or subsequent rules, regulations, and laws that may address this topic, or that may amend, or modify any of the above provisions. This MOU shall not be construed to authorize any additional or greater authority (than already described) for Department of Defense components to act in the support of law enforcement activities.

LIABILITY

General. The Parties acknowledge that this MOU does not alter applicable law governing any claim for civil liability arising out of any activity conducted pursuant to this MOU or otherwise relating to this MOU. The Department of Justice (DOJ) may, in its discretion, determine on a case-by-case basis that an individual should be afforded legal representation, legal defense, or indemnification of a civil judgment, pursuant to federal law and DOJ policy and regulations.

Common Law Tort Claims

- Congress has provided that the exclusive remedy for the negligent or wrongful act or omission of an employee of the U.S. Government, acting within the scope of his or her

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employment, shall be an action against the United States under the Federal Tort Claims Act (FTCA), 28 U.S.C. § 1346(b), and §§ 2671 - 2680.

- For the limited purpose of defending civil claims arising out of JTTF activity, an employee detailed from a Lexington- Fayette Urban County Government on Behalf of Juvenile Probation and Court Services who is acting within the course and scope of his or her official duties and assignments pursuant to this MOU may be considered an "employee" of the U.S. government, as defined at 28 U.S.C. § 2671. See 5 U.S.C. § 3374(c)(2).
- Under the Federal Employee Liability Reform and Tort Compensation Act of 1998 (commonly known as the Westfall Act), see 28 U.S.C. § 2679(b)(1), if an employee of the United States is named as a defendant in a civil action, the Attorney General or his or her designee may certify that the defendant acted within the scope of his or her employment at the time of the incident giving rise to the suit. 28 U.S.C. § 2679(d)(1)&(2) The United States can then be substituted for the employee as the sole defendant with respect to any tort claims alleged in the action. 28 U.S.C. § 2679(d)(1)&(2). Decisions to certify that an employee was acting within the scope of his or her employment at the time of the incident giving rise to the suit, see 28 U.S.C. § 2679(1)&(2), are made on a case-by-case basis, and such certification cannot be guaranteed.
- If the Attorney General declines to certify that an employee was acting within the scope of employment, "the employee may at any time before trial petition the court to find and certify that the employee was acting within the scope of his office or employment." 28 U.S.C. § 2679(d)(3).

Constitutional Claims

- Liability for violations of federal constitutional law may rest with the individual federal agent or officer pursuant to Bivens v. Six Unknown Names Agents of the Federal Bureau of Narcotics, 403 U.S. 388 (1971) or pursuant to 42 U.S.C. § 1983 for state officers.
- Federal, state, local, and tribal officers enjoy qualified immunity from suit for constitutional torts, "insofar as their conduct does not violate clearly established statutory or constitutional rights of which a reasonable person would have known." Harlow v. Fitzgerald, 457 U.S. 800 (1982).
- If any Lexington- Fayette Urban County Government on Behalf of Juvenile Probation and Court Services' JTTF personnel are named as a defendant in his or her individual capacity in a civil action alleging constitutional damages as a result of conduct taken within the scope of JTTF-related duties, the individual may request representation by DOJ. 28 C.F.R. §§ 50.15, 50.16.
- An employee may be provided representation "when the actions for which representation is requested reasonably appear to have been performed within the scope of the employee's employment, and the Attorney General, or his or her designee, determines that providing representation would otherwise be in the interest of the United States." 28 C.F.R. § 50.15(a).
- A written request for representation by JTTF personnel should be directed to the Attorney General and provided to the Chief Division Counsel (CDC) of the FBI division coordinating the JTTF. The CDC will forward the representation request to the FBI's Office of the

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General Counsel (OGC), together with a letterhead memorandum concerning the factual basis of the lawsuit. FBI's OGC will then forward the request to the Civil Division of DOJ, together with an agency recommendation concerning scope of employment and DOJ representation. 28 C.F.R. § 50.15(a)(3).

- If any JTTF personnel is found to be liable for a constitutional tort, he or she may request indemnification from DOJ to satisfy an adverse judgment rendered against the employee in his or her individual capacity. 28 C.F.R. § 50.15(c)(4). The criteria for payment are substantially similar to those used to determine whether a federal employee is entitled to DOJ representation under 28 C.F.R.§ 50.15(a).
- Determinations concerning legal representation and indemnification by the United States are discretionary and are made by DOJ on a case-by-case basis. The FBI cannot guarantee that the United States will provide legal representation, legal defense, or indemnification to any federal or state employee detailed to the JTTF, and nothing in this MOU shall be deemed to create any legal right on the part of any JTTF personnel.

Express Reservations

- The Parties do not waive any applicable defenses and/or limitations on liability.
- No assignment of rights, duties, or obligations of this MOU shall be made by any Party without the express written approval of a duly authorized representative of all other Parties.

DURATION

This MOU shall be reviewed every three years based upon its effective date, but may be terminated at any time upon written mutual consent of the FBI and the Lexington- Fayette Urban County Government on Behalf of Juvenile Probation and Court Services involved. This MOU will remain in effect until it is terminated by written mutual consent of the FBI and Lexington- Fayette Urban County Government on Behalf of Juvenile Probation and Court Services, or until such time a new MOU is executed between the FBI and the Lexington- Fayette Urban County Government on Behalf of Juvenile Probation and Court Services.

Any Lexington- Fayette Urban County Government on Behalf of Juvenile Probation and Court Services may withdraw from the JTTF at any time by written notification to the ADIC, SAC, SC or substantive unit at FBI Headquarters at least 60 days prior to withdrawal.

Upon termination of this MOU, all equipment provided to the JTTF will be returned to the supplying Lexington- Fayette Urban County Government on Behalf of Juvenile Probation and Court Services. In addition, when a Lexington- Fayette Urban County Government on Behalf of Juvenile Probation and Court Services withdraws from the MOU, the Lexington- Fayette Urban County Government on Behalf of Juvenile Probation and Court Services will return equipment to the supplying Lexington- Fayette Urban County Government on Behalf of Juvenile Probation and Court Services. Similarly, any remaining Lexington- Fayette Urban County Government on Behalf of Juvenile Probation and Court Services will return to a withdrawing Lexington- Fayette Urban County Government on Behalf

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of Juvenile Probation and Court Services any unexpended equipment supplied by the withdrawing Lexington- Fayette Urban County Government on Behalf of Juvenile Probation and Court Services.

FORFEITURE

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

DISPUTE RESOLUTION

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

MODIFICATIONS

This agreement in no manner affects any existing agreements with the FBI or any other agency. This agreement may be amended only by mutual written consent of the parties. The modifications shall have no force or effect unless such modifications are reduced to writing and signed by an authorized representative of the FBI and the Lexington- Fayette Urban County Government on Behalf of Juvenile Probation and Court Services.

SIGNATORIES:

_____ Date: _____

Director Briana Persley
Lexington- Fayette Urban County Government on
Behalf of Juvenile Probation and Court Services

_____ Date: _____

Mayor Linda Gorton
Lexington- Fayette Urban County Government

_____ Date: _____

Michael E. Stansbury
Special Agent in Charge
Louisville Field Office
Federal Bureau of Investigation

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RESOLUTION NO. _____-2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH FEDERAL BUREAU OF INVESTIGATION, JOINT TERRORISM TASK FORCE (JTTF), FOR FORMALIZING THE RELATIONSHIP BETWEEN THE FBI AND THE JUVENILE PROBATION AND COURT SERVICES IN THE DIVISION OF YOUTH SERVICES, IN ORDER TO MAXIMIZE COOPERATION AND CREATE A COHESIVE UNIT AND TO DELINEATE THE RESPONSIBILITIES AND COMMITMENT OF THE FBIJTTF AND JUVENILE PROBATION AND COURT SERVICES.

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

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute the Memorandum of Understanding which is attached hereto and incorporated herein by reference, with Federal Bureau of Investigation, Joint Terrorism Task Force (JTTF), for formalizing the relationship between the FBI and the Juvenile Probation and Court Services in the Division of Youth Services in order to maximize cooperation and create a cohesive unit and to delineate the responsibilities and commitment of the FBIJTTF and Juvenile Probation and Court Services.

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
0268-25:TAH:4931-1386-3211, v. 1

RESOLUTION NO. 137 -2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH FEDERAL BUREAU OF INVESTIGATION, JOINT TERRORISM TASK FORCE (JTTF), FOR FORMALIZING THE RELATIONSHIP BETWEEN THE FBI AND THE JUVENILE PROBATION AND COURT SERVICES IN THE DIVISION OF YOUTH SERVICES, IN ORDER TO MAXIMIZE COOPERATION AND CREATE A COHESIVE UNIT AND TO DELINEATE THE RESPONSIBILITIES AND COMMITMENT OF THE FBIJTTF AND JUVENILE PROBATION AND COURT SERVICES.

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Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute the Memorandum of Understanding which is attached hereto and incorporated herein by reference, with Federal Bureau of Investigation, Joint Terrorism Task Force (JTTF), for formalizing the relationship between the FBI and the Juvenile Probation and Court Services in the Division of Youth Services in order to maximize cooperation and create a cohesive unit and to delineate the responsibilities and commitment of the FBIJTTF and Juvenile Probation and Court Services.

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

PASSED URBAN COUNTY COUNCIL: March 20, 2025

Linda Gorton
MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0268-25:TAH:4931-1386-3211, v. 1

Louisville Field Office

JOINT TERRORISM TASK FORCE (JTTF)

Standard Memorandum of Understanding

Between

THE FEDERAL BUREAU OF INVESTIGATION

and

Lexington- Fayette Urban County Government on Behalf of Juvenile Probation and Court Services

PARTIES

This Memorandum of Understanding (MOU) is entered into by and between the Federal Bureau of Investigation (FBI) and the Lexington- Fayette Urban County Government on Behalf of Juvenile Probation and Court Services. The FBI and the Lexington- Fayette Urban County Government on Behalf of Juvenile Probation and Court Services are also referred to herein individually as a Party or collectively as the Parties.

AUTHORITIES

The FBI is authorized to coordinate intelligence, investigative, and operational responses to various criminal, cyber, and national security threats, attacks, and intrusions pursuant to various statutory and executive authorities. These include 28 U.S.C. § 533, 34 U.S.C. § 10211, 28 C.F.R. 0.85, Executive Order 12333, as amended, the Attorney General Section 905 Guidelines Regarding Disclosure of Foreign Intelligence Acquired in a Criminal Investigation (September 23, 2002); the Attorney General Guidelines for FBI Domestic Operations (AGG-DOM); Annex II to NSPD-46/HSPD-15; NSPD-54/HSPD-23; NSPM-36; and 18 U.S.C. § 1030, 50 U.S.C. § 1801, et seq.

PURPOSE/PREAMBLE

This MOU is to formalize the relationship between the FBI and the Lexington- Fayette Urban County Government on Behalf of Juvenile Probation and Court Services in order to maximize cooperation and to create a cohesive unit capable of addressing the most complex terrorism investigations. For purposes of this MOU, all mentions of JTTF also include the National Joint Terrorism Task Force (NJTTF).

This MOU delineates the responsibilities and commitments of the FBI and the Lexington- Fayette Urban County Government on Behalf of Juvenile Probation and Court Services in the Louisville Field Office Joint Terrorism Task Force.

This MOU is not intended to, and should not be construed to, create any right or benefit, substantive or procedural, enforceable at law or otherwise by any third party against the Parties, their

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parent agency, the United States, or the officers, employees, agents, or other associated personnel thereof.

MISSION

The mission of the JTTF is to leverage the collective resources of the Parties for the prevention, preemption, deterrence and investigation of terrorist acts that affect United States interests, and to disrupt and prevent terrorist acts and apprehend individuals who may commit or plan to commit such acts. To further this mission, the JTTF shall serve as a means to facilitate information sharing among JTTF participating agencies.

SUPERVISION AND CONTROL

- All JTTF personnel, once on-board, will be under the supervision of the FBI while working on the JTTF to which they are assigned.
- Overall command and management of the JTTF shall be the responsibility of the NJTTF Section Chief (SC) and his/her designee at the level of FBI Headquarters (FBIHQ) or the Assistant Director in Charge (ADIC) or Special Agent in Charge (SAC) of the FBI field office to which the JTTF personnel are assigned, and his/her designee.
- All guidance on investigative matters handled by the JTTF will be issued by the Attorney General (AG) or the FBI. The FBI will make available to the Lexington- Fayette Urban County Government on Behalf of Juvenile Probation and Court Services applicable guidelines and policies, including the AGG-DOM and the FBI's Domestic Investigations and Operations Guide (DIOG).
- The ADIC, SAC or the SC shall designate one Supervisory Special Agent (SSA) to supervise day-to-day operational and investigative matters pertaining to the JTTF. Staffing issues are the responsibility of the FBI chain of command.
- In order to comply with Presidential Directives, the policy and program management of the JTTF is the responsibility of FBI Headquarters (FBIHQ). The operational chain of command beginning at the highest level, in each JTTF will be as follows: ADIC (if assigned), SAC or SC, Assistant Special Agent in Charge (ASAC) or Unit Chief (UC), and JTTF SSAs.
- Each FBI ADIC, SAC, or SC, through his or her chain-of-command, is responsible for administrative and operational matters directly associated with the JTTF. Operational activities will be supervised by FBI JTTF SSAs. Staffing issues are the responsibility of the FBI chain of command.
- The relevant FBI JTTF SSA will be responsible for opening, monitoring, directing, and closing JTTF investigations in accordance with existing FBI policy and the applicable United States AG Guidelines.
- Assignments of cases to personnel will be based on, at a minimum, experience, training, and performance in addition to the discretion of the relevant JTTF SSA.

STAFFING COMMITMENT AND RESPONSIBILITIES

- In light of the significant cost and effort in on-boarding new JTTF personnel, as well as the need for continuity to successfully combat national security, criminal, and cyber threats, attacks, and intrusions, the Lexington- Fayette Urban County Government on Behalf of Juvenile Probation and Court Services agrees to provide its personnel to the FBI JTTF for a period of at least two (2) years.

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This MOU imposes no maximum limit as to the time that any individual may remain on the JTTF. The FBI retains discretion over the length of service of JTTF personnel, in coordination with the Lexington- Fayette Urban County Government on Behalf of Juvenile Probation and Court Services.

- During periods of heightened threats and emergencies, the JTTF may need to operate 24-hours a day for an extended period of time. To function properly, the JTTF depends upon the unique contributions of each Lexington- Fayette Urban County Government on Behalf of Juvenile Probation and Court Services. During these periods, all JTTF personnel are expected to support JTTF activities unless released to the Lexington- Fayette Urban County Government on Behalf of Juvenile Probation and Court Services.
- Due to the operational needs of the JTTF, assignment of full time JTTF personnel to special details or duties for their home agency outside the JTTF by the Lexington- Fayette Urban County Government on Behalf of Juvenile Probation and Court Services must be coordinated with the relevant JTTF SSA.
- Although JTTF personnel will report to his/her Lexington- Fayette Urban County Government on Behalf of Juvenile Probation and Court Services for non-investigative administrative matters, leave requests will be coordinated with the JTTF SSA to ensure staffing availability.
- JTTF personnel must adhere to the FBI's ethical standards and the Supplemental Standards of Ethical Conduct for employees of the Justice Department, and the same rules and regulations as FBI employees with regard to security policies, conduct and activities while in FBI space, the handling of FBI property, the operation of FBI vehicles, and the conduct of JTTF business.
- Continued assignment to the JTTF will be in coordination with the ADIC,SAC or SC, and the Lexington- Fayette Urban County Government on Behalf of Juvenile Probation and Court Services. The FBI ADIC, SAC or SC retains the discretion to remove any JTTF personnel from the JTTF.
- JTTF personnel are subject to removal from the JTTF by the FBI for any violation of any provision of this MOU, the FBI's ethical standards, the Supplemental Standards of Ethical Conduct for employees of the Department of Justice, any other applicable agreements, rules, and regulations, or at the discretion of the FBI.
- JTTF personnel must sign an acknowledgment of their respective roles and responsibilities before coming on-board.
- All JTTF personnel are required to attend FBI legal training in compliance with FBI regulations and any other training deemed mandatory and/or necessary by the FBI chain of command. The FBI is responsible for the costs of such training. The Lexington- Fayette Urban County Government on Behalf of Juvenile Probation and Court Services will bear the costs of its training required of its own employees.
- The participation of other federal, state, local, tribal, and territorial partners on the JTTF is critical to the long-term success of the endeavor. Due to congressionally mandated reporting, articulating the level of effort for these partnerships is a key measure of the JTTF's performance. Accordingly, all JTTF personnel will be required to record their workload in the Time Utilization Recordkeeping (TURK) system used by the FBI.
- The Lexington- Fayette Urban County Government on Behalf of Juvenile Probation and Court Services will ensure that detailed JTTF personnel are medically qualified according to the agency's standards to perform JTTF duties, including law enforcement duties, functions, and responsibilities.

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DEFINITION OF JTTF PERSONNEL

As used in this MOU, the term "JTTF personnel" means and includes Task Force Officer, Task Force Member, and Task Force Participant, as those terms are defined in the Joint Task Force Policy Guide (1178PG) section4.3. This section of the JTFPG is available should it be requested.

DEPUTATION

State, local, tribal, and territorial law enforcement officers (LEOs) who serve on the JTTF must be federally deputized under Title 18 of the USC while assigned to the JTTF. The FBI may likewise require federal LEOs who serve on the JTTF to be deputized while assigned to the JTTF. The FBI will secure the required authorization for deputations, as needed.

Under the terms of this MOU, the Lexington- Fayette Urban County Government on Behalf of Juvenile Probation and Court Services agrees that non-LEOs detailed to the JTTF will not: (1) participate in law enforcement activities; (2) carry a weapon, either lethal or non-lethal; or (3) participate in the execution of search/arrest warrants.

SECURITY CLEARANCE

JTTF personnel may be required to handle sensitive and classified information, have access to classified systems, and/or have access to secure office space. Therefore, JTTF personnel must obtain and maintain a Top Secret clearance and access to Sensitive Compartmentalized Information (SCI) in accordance with the FBI's Security Division Policies.

All JTTF personnel will execute non-disclosure agreements deemed necessary by the FBI for the protection of classified and sensitive information, including but not limited to an SF-312, Classified Nondisclosure Agreement. Supervisors in the Lexington- Fayette Urban County Government on Behalf of Juvenile Probation and Court Services responsible for the JTTF personnel may only be provided with classified information in accordance with FBI policy, if they have the appropriate security clearance to receive the classified information, and the requisite "need to know."

All members of the JTTF must certify they have not failed an FBI polygraph at any time. If a potential JTTF member has at one time failed a FBI polygraph, they are not eligible to be in FBI space and, therefore, not eligible to be a member of the task force.

DEADLY FORCE POLICY

Non-FBI JTTF personnel will follow the Lexington- Fayette Urban County Government on Behalf of Juvenile Probation and Court Services policy concerning the use of deadly force.

Less-than-Lethal Devices

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

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- The Lexington- Fayette Urban County Government on Behalf of Juvenile Probation and Court Services of each individual assigned to the JTTF will ensure the agency's policies and procedures for use of any less-than-lethal device that will be carried by JTTF personnel are consistent with the DOJ policy statement on the Use of Less-Than-Lethal Devices.
- The Lexington- Fayette Urban County Government on Behalf of Juvenile Probation and Court Services of each individual assigned to the JTTF will ensure that, while the individual is participating in FBI-led JTTF operations in the capacity of JTTF personnel, the individual will carry only less-than-lethal devices the Lexington- Fayette Urban County Government on Behalf of Juvenile Probation and Court Services has issued to the individual, and on which the individual has been trained, in accordance with the agency's policies and procedures.

BODY WORN CAMERAS

- Task Force Officers (TFOs), including those federally deputized, enforcing federal law while assigned to the JTTFs under federal supervision and wearing FBI-owned body worn cameras (BWC) must comply with the processes and procedures set forth in BWC Policy Note (PN) 1216N (or its successor), including those covering authorized use and activation of BWCs by TFOs in FBI cases.
- TFOs may comply with the FBI's BWC policies, processes, and procedures by wearing and using their home agencies' BWC equipment during FBI pre-planned arrests and searches.
- TFOs electing to use their home agencies' BWC equipment must wear and use their home-agencies' BWCs in accordance with the FBI's BWC policy, during, and after any FBI pre-planned arrests or searches.
- TFOs will provide the FBI with copies of any BWC recordings resulting from FBI pre-planned arrests or searches within 48 hours of the conclusion of the operation. BWC recordings obtained from TFOs are to be considered copies, with their home agencies retaining the originals.
- Agencies intending to release their home agencies' BWC recordings resulting from FBI pre-planned arrests or searches will notify the relevant FBI Assistant Director in Charge (ADIC)/Special Agent in Charge (SAC) as soon as practicable, but no less than 72 hours prior to release. State, local, tribal, and territorial agencies may not release BWC recordings of FBI pre-planned arrests or searches pursuant to state, local, tribal, or territorial laws or regulations, absent the consent of the FBI. Following intended release notifications, ADICs/SACs will coordinate with the TFOs' home agencies to discuss any necessary redactions or withholdings of the BWC recordings prior to public release to protect the privacy and other interests of the FBI, law enforcement personnel, or victims.

COORDINATION

Intelligence, law enforcement, and operational actions will be coordinated and cooperatively carried out within the JTTF. The Lexington- Fayette Urban County Government on Behalf of Juvenile Probation and Court Services will not knowingly act unilaterally on any matter affecting the JTTF. The Parties agree the matters designated to be handled by the JTTF shall not knowingly be subject to non-JTTF or non-FBI intelligence, law enforcement, or operational efforts by the Lexington- Fayette Urban County

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Government on Behalf of Juvenile Probation and Court Services. All law enforcement actions will be coordinated and cooperatively carried out.

The JTTF's criminal investigative procedures will conform to the requirements of the FBI and for federal prosecution. It is expected that the appropriate United States Attorney, in consultation with the FBI and affected JTTF partners, will determine on a case-by-case basis whether the prosecution of cases will be at the federal or state level, based upon which would better advance the interests of justice.

All media releases involving JTTF matters will be conducted by the FBI. No press release involving a JTTF matter will be issued without prior FBI approval.

CONFIDENTIAL HUMAN SOURCES

- The disclosure of FBI informants, or Confidential Human Sources (CHSs), to non-JTTF personnel will be limited to those situations where it is essential to the effective performance of the JTTF, and only after approval by an FBI supervisory employee. These disclosures will be consistent with applicable FBI guidelines.
- Non-FBI JTTF personnel may not make any further disclosure of the identity of an FBI CHS, including to other individuals assigned to the JTTF. No documents which identify, tend to identify, or may indirectly identify an FBI CHS may be released without prior FBI approval.
- In those instances where the Lexington- Fayette Urban County Government on Behalf of Juvenile Probation and Court Services provides a CHS, the FBI may, at the discretion of the SAC and in coordination with the Lexington- Fayette Urban County Government on Behalf of Juvenile Probation and Court Services, become solely responsible for the CHS's continued development, operation, and compliance with necessary administrative procedures regarding operation and payment as set forth by the FBI.
- The United States AG Guidelines and FBI policy and procedure for operating FBI CHSs shall apply to all CHSs opened and operated in furtherance of FBI JTTF investigations. Documentation of, and any payments made to, FBI CHSs shall be in accordance with FBI policy and procedure.
- Operation, documentation, and payment of any CHS opened and operated in furtherance of a JTTF investigation must be in accordance with the United States AG Guidelines, regardless of whether the handling agency is an FBI JTTF Lexington- Fayette Urban County Government on Behalf of Juvenile Probation and Court Services. Documentation of state, county, or local CHSs opened and operated in furtherance of JTTF investigations shall be maintained at an agreed upon location.
- All JTTF undercover operations will be conducted and reviewed in accordance with FBI guidelines and the Attorney General's Guidelines on Federal Bureau of Investigation Undercover Operations. The Lexington- Fayette Urban County Government on Behalf of Juvenile Probation and Court Services may be requested to enter into an additional agreement if an employee of the Lexington-Fayette Urban County Government on Behalf of Juvenile Probation and Court Services is assigned duties which require the officer to act in an undercover capacity.

INFORMATION SHARING/REPORTS AND RECORDS

This document nor its contents may be released without prior authorization of FBI Headquarters.

- All investigative and intelligence reporting will be prepared and disseminated in compliance with FBI policy, including but not limited to DIOG section 14. Subject to any legal or policy restrictions, copies of documents created for a JTTF matter based upon information obtained from participation on the JTTF by any JTTF personnel will be considered to be federal documents under the control of the FBI and shall be maintained in accordance with FBI records management policy and applicable law. All JTTF materials and investigative records, including any MOUs, originate with, belong to, and will be maintained by the FBI.
- All information learned during the course of a JTTF investigation is subject to FBI information sharing policies and may not be disclosed outside of the FBI without the approval of the FBI JTTF Supervisor. Like any FBI employee, JTTF personnel may not disclose any FBI or JTTF-related information outside of the FBI, including any disclosure to the Lexington- Fayette Urban County Government on Behalf of Juvenile Probation and Court Services, without the prior approval of the FBI JTTF SSA.
- All JTTF materials and investigative records originate with, belong to, and will be maintained by the FBI, to include but not limited to: MOUs, interview reports (i.e. FD-302), interview notes, surveillance logs, subpoenaed records, or other investigative information. All information generated in the course of investigations by the JTTF will be controlled solely by the FBI and may only be removed from FBI space with the approval of the JTTF SSA. All official records and information will be kept in accordance with established FBI records management and retention policies.
- JTTF personnel are strictly prohibited from disclosing any unclassified information to individuals without a need to know. Like any FBI employee, JTTF personnel are strictly prohibited from disclosing any classified information to individuals who do not possess the appropriate security clearance and a need to know. The Lexington- Fayette Urban County Government on Behalf of Juvenile Probation and Court Services agrees to have JTTF personnel sign an FD-868 (Nondisclosure Agreement for Joint JTTF Members, Contractors, Detailees, Assignees, and Interns). This action obligates an individual participating in the JTTF, who is accepting a position of special trust with access to classified and otherwise sensitive information, to be bound by prepublication review to protect against the unauthorized disclosure of such information.
- JTTF information may identify individuals whose information may be protected by the Privacy Act of 1974 and "United States persons" whose information may be protected by Executive Order 12333 (as amended or any successor thereto). All such information shall be handled lawfully pursuant to the provisions thereof.
- JTTF personnel may be required to handle and process Protected Critical Infrastructure Information, as defined by law and regulated by the U.S. Department of Homeland Security (DHS). All JTTF personnel will use and disclose DHS PCII in accordance with applicable law and regulation.
- JTTF personnel must also comply with all applicable dissemination restrictions when sharing information with non-JTTF individuals. Such restrictions include but are not limited to classification rules, grand jury information, foreign government information, and any originator-controlled caveats.
- The FBI and the Lexington- Fayette Urban County Government on Behalf of Juvenile Probation and Court Services will immediately report to each other every instance wherein data received from each other is used, disclosed, or accessed in an unauthorized manner (including any data losses or breaches).

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- The FBI and the Lexington- Fayette Urban County Government on Behalf of Juvenile Probation and Court Services agree to abide by the DOJ Privacy, Civil Rights, and Civil Liberties Protection Policy for the Information Sharing Environment (January 25, 2010) to the extent that any JTTF-related information is covered by that policy. At a minimum, the FBI and Lexington- Fayette Urban County Government on Behalf of Juvenile Probation and Court Services shall notify each other of any erroneous disclosure of information concerning a U.S. citizen or legal permanent resident alien and take reasonable steps to correct such error.

SALARY/OVERTIME COMPENSATION/FUNDING

- Subject to funding availability and legislative authorization, the FBI may reimburse the Lexington-Fayette Urban County Government on Behalf of Juvenile Probation and Court Services for the cost of overtime worked by deputized non-federal LEOs assigned full time to the JTTF, provided overtime expenses were incurred as a result of JTTF related duties. A separate Cost Reimbursement Agreement (CRA) must be executed between the FBI and the Lexington- Fayette Urban County Government on Behalf of Juvenile Probation and Court Services, consistent with regulations and policy. Otherwise, overtime shall be compensated in accordance with applicable Lexington- Fayette Urban County Government on Behalf of Juvenile Probation and Court Services overtime provisions.
- The Lexington- Fayette Urban County Government on Behalf of Juvenile Probation and Court Services JTTF personnel will each report to his or her respective agency for personnel administrative matters. The Lexington- Fayette Urban County Government on Behalf of Juvenile Probation and Court Services shall be responsible for the pay, overtime, leave, performance appraisals, and other personnel matters relating to its employees detailed to an FBI JTTF. The Lexington- Fayette Urban County Government on Behalf of Juvenile Probation and Court Services will, at their discretion, solicit input from the JTTF SSA for performance appraisals based on their employees work on the JTTF.
- The FBI will provide office space for all JTTF personnel members and support staff. In addition, the FBI will provide all necessary secretarial, clerical, automation, and technical support for the JTTF in accordance with FBI guidelines and procedures. The FBI will provide all furniture and office equipment.
- The introduction of office equipment and furniture into FBI space by the Lexington- Fayette Urban County Government on Behalf of Juvenile Probation and Court Services is discouraged, as any such material is subject to examination for technical compromise, which may result in its being damaged or destroyed.
- Subject to funding availability and legislative authority, the FBI may provide equipment, such as a vehicle (but only to non-federal LEOs who work on the JTTF), fuel purchase card (but only to non-federal LEOs who work on the JTTF), and smart phone, to JTTF personnel for use in carrying out JTTF related duties. Receiving personnel will be required to execute acceptable use agreements before being issued these items.
- As the FBI will not provide vehicles to LEOs from federal agencies, it is the responsibility of the Lexington- Fayette Urban County Government on Behalf of Juvenile Probation and Court Services (if federal) to ensure the LEO assigned to the JTTF is assigned a vehicle in a manner which enables them to fully perform the duties as assigned on the JTTF.

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- Employees of the Lexington- Fayette Urban County Government on Behalf of Juvenile Probation and Court Services (non-federal LEOs only) may be permitted to drive FBI owned or leased vehicles for surveillance, case management and investigation in connection with any JTTF investigation. FBI owned or leased vehicles will only be made available to non-federal LEOs, and may only be used in accordance with applicable FBI rules and regulations.
- Employees of the Lexington- Fayette Urban County Government on Behalf of Juvenile Probation and Court Services (including federal agencies), specifically assigned to the NJTTF may be permitted to drive FBI owned or leased vehicles in connection with NJTTF related duties. FBI owned or leased vehicles may only be used in accordance with applicable FBI rules and regulations.
- Employees of the Lexington- Fayette Urban County Government on Behalf of Juvenile Probation and Court Services who are assigned an FBI owned or leased vehicle must sign and abide by the following agreement: "FBI NATIONAL VEHICLE LEASE VEHICLE USE AGREEMENT – NON-FBI PERSONNEL."
- *[non-Federal entities only]* Any civil liability arising from the use of an FBI-owned or leased vehicle by an individual from a Lexington- Fayette Urban County Government on Behalf of Juvenile Probation and Court Services while engaged in any conduct other than his or her official duties and assignments under this MOU shall not be the responsibility of the FBI or the United States. To the extent permitted by applicable law, the Lexington- Fayette Urban County Government on Behalf of Juvenile Probation and Court Services will hold harmless the FBI and the United States for any claim for property damage or personal injury arising from any use of an FBI owned or leased vehicle by an individual from the Lexington- Fayette Urban County Government on Behalf of Juvenile Probation and Court Services that is outside of the scope of his or her official duties and assignments under this MOU.
- For official inventory purposes, all equipment including fuel cards, radios, badges, credentials and other forms of JTTF identification subject to FBI property inventory requirements will, upon request, be produced by each individual who participates in the JTTF.
- At the completion of an individual's assignment on the JTTF, upon request, or upon withdrawal or termination of the Lexington- Fayette Urban County Government on Behalf of Juvenile Probation and Court Services from the JTTF, all FBI equipment and property will be returned to the supplying agency in accordance with FBI policy.
- This MOU is not an obligation or commitment of funds nor a basis for a transfer of funds. Even where one of the Parties to this MOU has agreed (or later does agree) to assume a particular financial responsibility, such Party's express written approval must be obtained before incurring any expense expected to be assumed by the other Party. All obligations of an expenditures by the Parties to this MOU will be subject to each Party's respective budgetary and fiscal processes and availability of funds pursuant to all applicable laws, regulations, and policies. The Parties to this MOU acknowledge that there is no intimation, promise, or guarantee that funds will be available in future years.

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TRAVEL

All JTTF related travel of non-FBI personnel requires the approval of the JTTF SSA, and Lexington-Fayette Urban County Government on Behalf of Juvenile Probation and Court Services authorization, prior to travel. To avoid delay in operational travel, the Lexington- Fayette Urban County Government on Behalf of Juvenile Probation and Court Services will provide general travel authority to all of its participating employees for the duration of the employee's membership in the JTTF.

For domestic travel, JTTF personnel will be responsible for appropriate notifications within his or her Lexington- Fayette Urban County Government on Behalf of Juvenile Probation and Court Services, as well as standard FBI travel approvals and notification. The JTTF will obtain FBIHQ authorization and country clearances for JTTF personnel required to travel outside the United States. The FBI will pay costs for travel in accordance with the Federal Travel Regulations of all JTTF personnel to conduct investigations outside the field office or home agency territory.

[FOR DEPARTMENT OF DEFENSE ENTITIES ONLY]:

The Posse Comitatus Act, 18 U.S.C. §1385, prohibits the U.S. Army and Air Force (Department of Defense regulations now restrict the activities of all branches or components of the Armed Services under this Act) from being used as a posse comitatus or otherwise to execute the laws entrusted to civilian law enforcement authorities. The restrictions of the Act do not apply to civilian employees of the Department of Defense who are not acting under the direct command and control of a military officer. Other statutory provisions specifically authorize certain indirect and direct assistance and participation by the military in specified law enforcement functions and activities. All Department of Defense components (except strictly civilian components not acting under direct command and control of a military officer) who enter into this agreement, shall comply with all Department of Defense regulations and statutory authorities (describing restrictions, authorizations and conditions in support of law enforcement) including, but not limited to, Department of Defense Directives 3025.18 and 3025.21, Chapter 15 of Title 10 of the United States Code, dealing with military support for civilian law enforcement agencies, and any other or subsequent rules, regulations, and laws that may address this topic, or that may amend, or modify any of the above provisions. This MOU shall not be construed to authorize any additional or greater authority (than already described) for Department of Defense components to act in the support of law enforcement activities.

LIABILITY

General. The Parties acknowledge that this MOU does not alter applicable law governing any claim for civil liability arising out of any activity conducted pursuant to this MOU or otherwise relating to this MOU. The Department of Justice (DOJ) may, in its discretion, determine on a case-by-case basis that an individual should be afforded legal representation, legal defense, or indemnification of a civil judgment, pursuant to federal law and DOJ policy and regulations.

Common Law Tort Claims

- Congress has provided that the exclusive remedy for the negligent or wrongful act or omission of an employee of the U.S. Government, acting within the scope of his or her

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employment, shall be an action against the United States under the Federal Tort Claims Act (FTCA), 28 U.S.C. § 1346(b), and §§ 2671 - 2680.

- For the limited purpose of defending civil claims arising out of JTTF activity, an employee detailed from a Lexington- Fayette Urban County Government on Behalf of Juvenile Probation and Court Services who is acting within the course and scope of his or her official duties and assignments pursuant to this MOU may be considered an "employee" of the U.S. government, as defined at 28 U.S.C. § 2671. See 5 U.S.C. § 3374(c)(2).
- Under the Federal Employee Liability Reform and Tort Compensation Act of 1998 (commonly known as the Westfall Act), see 28 U.S.C. § 2679(b)(1), if an employee of the United States is named as a defendant in a civil action, the Attorney General or his or her designee may certify that the defendant acted within the scope of his or her employment at the time of the incident giving rise to the suit. 28 U.S.C. § 2679(d)(1)&(2) The United States can then be substituted for the employee as the sole defendant with respect to any tort claims alleged in the action. 28 U.S.C. § 2679(d)(1)&(2). Decisions to certify that an employee was acting within the scope of his or her employment at the time of the incident giving rise to the suit, see 28 U.S.C. § 2679(1)&(2), are made on a case-by-case basis, and such certification cannot be guaranteed.
- If the Attorney General declines to certify that an employee was acting within the scope of employment, "the employee may at any time before trial petition the court to find and certify that the employee was acting within the scope of his office or employment." 28 U.S.C. § 2679(d)(3).

Constitutional Claims

- Liability for violations of federal constitutional law may rest with the individual federal agent or officer pursuant to Bivens v. Six Unknown Names Agents of the Federal Bureau of Narcotics, 403 U.S. 388 (1971) or pursuant to 42 U.S.C. § 1983 for state officers.
- Federal, state, local, and tribal officers enjoy qualified immunity from suit for constitutional torts, "insofar as their conduct does not violate clearly established statutory or constitutional rights of which a reasonable person would have known." Harlow v. Fitzgerald, 457 U.S. 800 (1982).
- If any Lexington- Fayette Urban County Government on Behalf of Juvenile Probation and Court Services' JTTF personnel are named as a defendant in his or her individual capacity in a civil action alleging constitutional damages as a result of conduct taken within the scope of JTTF-related duties, the individual may request representation by DOJ. 28 C.F.R. §§ 50.15, 50.16.
- An employee may be provided representation "when the actions for which representation is requested reasonably appear to have been performed within the scope of the employee's employment, and the Attorney General, or his or her designee, determines that providing representation would otherwise be in the interest of the United States." 28 C.F.R. § 50.15(a).
- A written request for representation by JTTF personnel should be directed to the Attorney General and provided to the Chief Division Counsel (CDC) of the FBI division coordinating the JTTF. The CDC will forward the representation request to the FBI's Office of the

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General Counsel (OGC), together with a letterhead memorandum concerning the factual basis of the lawsuit. FBI's OGC will then forward the request to the Civil Division of DOJ, together with an agency recommendation concerning scope of employment and DOJ representation. 28 C.F.R. § 50.15(a)(3).

- If any JTTF personnel is found to be liable for a constitutional tort, he or she may request indemnification from DOJ to satisfy an adverse judgment rendered against the employee in his or her individual capacity. 28 C.F.R. § 50.15(c)(4). The criteria for payment are substantially similar to those used to determine whether a federal employee is entitled to DOJ representation under 28 C.F.R.§ 50.15(a).
- Determinations concerning legal representation and indemnification by the United States are discretionary and are made by DOJ on a case-by-case basis. The FBI cannot guarantee that the United States will provide legal representation, legal defense, or indemnification to any federal or state employee detailed to the JTTF, and nothing in this MOU shall be deemed to create any legal right on the part of any JTTF personnel.

Express Reservations

- The Parties do not waive any applicable defenses and/or limitations on liability.
- No assignment of rights, duties, or obligations of this MOU shall be made by any Party without the express written approval of a duly authorized representative of all other Parties.

DURATION

This MOU shall be reviewed every three years based upon its effective date, but may be terminated at any time upon written mutual consent of the FBI and the Lexington- Fayette Urban County Government on Behalf of Juvenile Probation and Court Services involved. This MOU will remain in effect until it is terminated by written mutual consent of the FBI and Lexington- Fayette Urban County Government on Behalf of Juvenile Probation and Court Services, or until such time a new MOU is executed between the FBI and the Lexington- Fayette Urban County Government on Behalf of Juvenile Probation and Court Services.

Any Lexington- Fayette Urban County Government on Behalf of Juvenile Probation and Court Services may withdraw from the JTTF at any time by written notification to the ADIC, SAC, SC or substantive unit at FBI Headquarters at least 60 days prior to withdrawal.

Upon termination of this MOU, all equipment provided to the JTTF will be returned to the supplying Lexington- Fayette Urban County Government on Behalf of Juvenile Probation and Court Services. In addition, when a Lexington- Fayette Urban County Government on Behalf of Juvenile Probation and Court Services withdraws from the MOU, the Lexington- Fayette Urban County Government on Behalf of Juvenile Probation and Court Services will return equipment to the supplying Lexington- Fayette Urban County Government on Behalf of Juvenile Probation and Court Services. Similarly, any remaining Lexington- Fayette Urban County Government on Behalf of Juvenile Probation and Court Services will return to a withdrawing Lexington- Fayette Urban County Government on Behalf

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of Juvenile Probation and Court Services any unexpended equipment supplied by the withdrawing Lexington- Fayette Urban County Government on Behalf of Juvenile Probation and Court Services.

FORFEITURE

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

DISPUTE RESOLUTION

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

MODIFICATIONS

This agreement in no manner affects any existing agreements with the FBI or any other agency. This agreement may be amended only by mutual written consent of the parties. The modifications shall have no force or effect unless such modifications are reduced to writing and signed by an authorized representative of the FBI and the Lexington- Fayette Urban County Government on Behalf of Juvenile Probation and Court Services.

SIGNATORIES:

Briana Persley
Director Briana Persley
Lexington- Fayette Urban County Government on Behalf of Juvenile Probation and Court Services

Date: 3/21/2025

Linda Gorton
Mayor Linda Gorton
Lexington- Fayette Urban County Government

Date: 3/24/25

Michael E. Stansbury
Special Agent in Charge
Louisville Field Office
Federal Bureau of Investigation

Date: _____

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Louisville Field Office

JOINT TERRORISM TASK FORCE (JTTF)

Standard Memorandum of Understanding

Between

THE FEDERAL BUREAU OF INVESTIGATION

and

Lexington- Fayette Urban County Government on Behalf of Juvenile Probation and Court Services

PARTIES

This Memorandum of Understanding (MOU) is entered into by and between the Federal Bureau of Investigation (FBI) and the Lexington- Fayette Urban County Government on Behalf of Juvenile Probation and Court Services. The FBI and the Lexington- Fayette Urban County Government on Behalf of Juvenile Probation and Court Services are also referred to herein individually as a Party or collectively as the Parties.

AUTHORITIES

The FBI is authorized to coordinate intelligence, investigative, and operational responses to various criminal, cyber, and national security threats, attacks, and intrusions pursuant to various statutory and executive authorities. These include 28 U.S.C. § 533, 34 U.S.C. § 10211, 28 C.F.R. 0.85, Executive Order 12333, as amended, the Attorney General Section 905 Guidelines Regarding Disclosure of Foreign Intelligence Acquired in a Criminal Investigation (September 23, 2002); the Attorney General Guidelines for FBI Domestic Operations (AGG-DOM); Annex II to NSPD-46/HSPD-15; NSPD-54/HSPD-23; NSPM-36; and 18 U.S.C. § 1030, 50 U.S.C. § 1801, et seq.

PURPOSE/PREAMBLE

This MOU is to formalize the relationship between the FBI and the Lexington- Fayette Urban County Government on Behalf of Juvenile Probation and Court Services in order to maximize cooperation and to create a cohesive unit capable of addressing the most complex terrorism investigations. For purposes of this MOU, all mentions of JTTF also include the National Joint Terrorism Task Force (NJTTF).

This MOU delineates the responsibilities and commitments of the FBI and the Lexington- Fayette Urban County Government on Behalf of Juvenile Probation and Court Services in the Louisville Field Office Joint Terrorism Task Force.

This MOU is not intended to, and should not be construed to, create any right or benefit, substantive or procedural, enforceable at law or otherwise by any third party against the Parties, their

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parent agency, the United States, or the officers, employees, agents, or other associated personnel thereof.

MISSION

The mission of the JTTF is to leverage the collective resources of the Parties for the prevention, preemption, deterrence and investigation of terrorist acts that affect United States interests, and to disrupt and prevent terrorist acts and apprehend individuals who may commit or plan to commit such acts. To further this mission, the JTTF shall serve as a means to facilitate information sharing among JTTF participating agencies.

SUPERVISION AND CONTROL

- All JTTF personnel, once on-board, will be under the supervision of the FBI while working on the JTTF to which they are assigned.
- Overall command and management of the JTTF shall be the responsibility of the NJTTF Section Chief (SC) and his/her designee at the level of FBI Headquarters (FBIHQ) or the Assistant Director in Charge (ADIC) or Special Agent in Charge (SAC) of the FBI field office to which the JTTF personnel are assigned, and his/her designee.
- All guidance on investigative matters handled by the JTTF will be issued by the Attorney General (AG) or the FBI. The FBI will make available to the Lexington- Fayette Urban County Government on Behalf of Juvenile Probation and Court Services applicable guidelines and policies, including the AGG-DOM and the FBI's Domestic Investigations and Operations Guide (DIOG).
- The ADIC, SAC or the SC shall designate one Supervisory Special Agent (SSA) to supervise day-to-day operational and investigative matters pertaining to the JTTF. Staffing issues are the responsibility of the FBI chain of command.
- In order to comply with Presidential Directives, the policy and program management of the JTTF is the responsibility of FBI Headquarters (FBIHQ). The operational chain of command beginning at the highest level, in each JTTF will be as follows: ADIC (if assigned), SAC or SC, Assistant Special Agent in Charge (ASAC) or Unit Chief (UC), and JTTF SSAs.
- Each FBI ADIC, SAC, or SC, through his or her chain-of-command, is responsible for administrative and operational matters directly associated with the JTTF. Operational activities will be supervised by FBI JTTF SSAs. Staffing issues are the responsibility of the FBI chain of command.
- The relevant FBI JTTF SSA will be responsible for opening, monitoring, directing, and closing JTTF investigations in accordance with existing FBI policy and the applicable United States AG Guidelines.
- Assignments of cases to personnel will be based on, at a minimum, experience, training, and performance in addition to the discretion of the relevant JTTF SSA.

STAFFING COMMITMENT AND RESPONSIBILITIES

- In light of the significant cost and effort in on-boarding new JTTF personnel, as well as the need for continuity to successfully combat national security, criminal, and cyber threats, attacks, and intrusions, the Lexington- Fayette Urban County Government on Behalf of Juvenile Probation and Court Services agrees to provide its personnel to the FBI JTTF for a period of at least two (2) years.

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This MOU imposes no maximum limit as to the time that any individual may remain on the JTTF. The FBI retains discretion over the length of service of JTTF personnel, in coordination with the Lexington- Fayette Urban County Government on Behalf of Juvenile Probation and Court Services.

- During periods of heightened threats and emergencies, the JTTF may need to operate 24-hours a day for an extended period of time. To function properly, the JTTF depends upon the unique contributions of each Lexington- Fayette Urban County Government on Behalf of Juvenile Probation and Court Services. During these periods, all JTTF personnel are expected to support JTTF activities unless released to the Lexington- Fayette Urban County Government on Behalf of Juvenile Probation and Court Services.
- Due to the operational needs of the JTTF, assignment of full time JTTF personnel to special details or duties for their home agency outside the JTTF by the Lexington- Fayette Urban County Government on Behalf of Juvenile Probation and Court Services must be coordinated with the relevant JTTF SSA.
- Although JTTF personnel will report to his/her Lexington- Fayette Urban County Government on Behalf of Juvenile Probation and Court Services for non-investigative administrative matters, leave requests will be coordinated with the JTTF SSA to ensure staffing availability.
- JTTF personnel must adhere to the FBI's ethical standards and the Supplemental Standards of Ethical Conduct for employees of the Justice Department, and the same rules and regulations as FBI employees with regard to security policies, conduct and activities while in FBI space, the handling of FBI property, the operation of FBI vehicles, and the conduct of JTTF business.
- Continued assignment to the JTTF will be in coordination with the ADIC,SAC or SC, and the Lexington- Fayette Urban County Government on Behalf of Juvenile Probation and Court Services. The FBI ADIC, SAC or SC retains the discretion to remove any JTTF personnel from the JTTF.
- JTTF personnel are subject to removal from the JTTF by the FBI for any violation of any provision of this MOU, the FBI's ethical standards, the Supplemental Standards of Ethical Conduct for employees of the Department of Justice, any other applicable agreements, rules, and regulations, or at the discretion of the FBI.
- JTTF personnel must sign an acknowledgment of their respective roles and responsibilities before coming on-board.
- All JTTF personnel are required to attend FBI legal training in compliance with FBI regulations and any other training deemed mandatory and/or necessary by the FBI chain of command. The FBI is responsible for the costs of such training. The Lexington- Fayette Urban County Government on Behalf of Juvenile Probation and Court Services will bear the costs of its training required of its own employees.
- The participation of other federal, state, local, tribal, and territorial partners on the JTTF is critical to the long-term success of the endeavor. Due to congressionally mandated reporting, articulating the level of effort for these partnerships is a key measure of the JTTF's performance. Accordingly, all JTTF personnel will be required to record their workload in the Time Utilization Recordkeeping (TURK) system used by the FBI.
- The Lexington- Fayette Urban County Government on Behalf of Juvenile Probation and Court Services will ensure that detailed JTTF personnel are medically qualified according to the agency's standards to perform JTTF duties, including law enforcement duties, functions, and responsibilities.

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DEFINITION OF JTTF PERSONNEL

As used in this MOU, the term "JTTF personnel" means and includes Task Force Officer, Task Force Member, and Task Force Participant, as those terms are defined in the Joint Task Force Policy Guide (1178PG) section4.3. This section of the JTFPG is available should it be requested.

DEPUTATION

State, local, tribal, and territorial law enforcement officers (LEOs) who serve on the JTTF must be federally deputized under Title 18 of the USC while assigned to the JTTF. The FBI may likewise require federal LEOs who serve on the JTTF to be deputized while assigned to the JTTF. The FBI will secure the required authorization for deputations, as needed.

Under the terms of this MOU, the Lexington- Fayette Urban County Government on Behalf of Juvenile Probation and Court Services agrees that non-LEOs detailed to the JTTF will not: (1) participate in law enforcement activities; (2) carry a weapon, either lethal or non-lethal; or (3) participate in the execution of search/arrest warrants.

SECURITY CLEARANCE

JTTF personnel may be required to handle sensitive and classified information, have access to classified systems, and/or have access to secure office space. Therefore, JTTF personnel must obtain and maintain a Top Secret clearance and access to Sensitive Compartmentalized Information (SCI) in accordance with the FBI's Security Division Policies.

All JTTF personnel will execute non-disclosure agreements deemed necessary by the FBI for the protection of classified and sensitive information, including but not limited to an SF-312, Classified Nondisclosure Agreement. Supervisors in the Lexington- Fayette Urban County Government on Behalf of Juvenile Probation and Court Services responsible for the JTTF personnel may only be provided with classified information in accordance with FBI policy, if they have the appropriate security clearance to receive the classified information, and the requisite "need to know."

All members of the JTTF must certify they have not failed an FBI polygraph at any time. If a potential JTTF member has at one time failed a FBI polygraph, they are not eligible to be in FBI space and, therefore, not eligible to be a member of the task force.

DEADLY FORCE POLICY

Non-FBI JTTF personnel will follow the Lexington- Fayette Urban County Government on Behalf of Juvenile Probation and Court Services policy concerning the use of deadly force.

Less-than-Lethal Devices

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

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- The Lexington- Fayette Urban County Government on Behalf of Juvenile Probation and Court Services of each individual assigned to the JTTF will ensure the agency's policies and procedures for use of any less-than-lethal device that will be carried by JTTF personnel are consistent with the DOJ policy statement on the Use of Less-Than-Lethal Devices.
- The Lexington- Fayette Urban County Government on Behalf of Juvenile Probation and Court Services of each individual assigned to the JTTF will ensure that, while the individual is participating in FBI-led JTTF operations in the capacity of JTTF personnel, the individual will carry only less-than-lethal devices the Lexington- Fayette Urban County Government on Behalf of Juvenile Probation and Court Services has issued to the individual, and on which the individual has been trained, in accordance with the agency's policies and procedures.

BODY WORN CAMERAS

- Task Force Officers (TFOs), including those federally deputized, enforcing federal law while assigned to the JTTFs under federal supervision and wearing FBI-owned body worn cameras (BWC) must comply with the processes and procedures set forth in BWC Policy Note (PN) 1216N (or its successor), including those covering authorized use and activation of BWCs by TFOs in FBI cases.
- TFOs may comply with the FBI's BWC policies, processes, and procedures by wearing and using their home agencies' BWC equipment during FBI pre-planned arrests and searches.
- TFOs electing to use their home agencies' BWC equipment must wear and use their home-agencies' BWCs in accordance with the FBI's BWC policy, during, and after any FBI pre-planned arrests or searches.
- TFOs will provide the FBI with copies of any BWC recordings resulting from FBI pre-planned arrests or searches within 48 hours of the conclusion of the operation. BWC recordings obtained from TFOs are to be considered copies, with their home agencies retaining the originals.
- Agencies intending to release their home agencies' BWC recordings resulting from FBI pre-planned arrests or searches will notify the relevant FBI Assistant Director in Charge (ADIC)/Special Agent in Charge (SAC) as soon as practicable, but no less than 72 hours prior to release. State, local, tribal, and territorial agencies may not release BWC recordings of FBI pre-planned arrests or searches pursuant to state, local, tribal, or territorial laws or regulations, absent the consent of the FBI. Following intended release notifications, ADICs/SACs will coordinate with the TFOs' home agencies to discuss any necessary redactions or withholdings of the BWC recordings prior to public release to protect the privacy and other interests of the FBI, law enforcement personnel, or victims.

COORDINATION

Intelligence, law enforcement, and operational actions will be coordinated and cooperatively carried out within the JTTF. The Lexington- Fayette Urban County Government on Behalf of Juvenile Probation and Court Services will not knowingly act unilaterally on any matter affecting the JTTF. The Parties agree the matters designated to be handled by the JTTF shall not knowingly be subject to non-JTTF or non-FBI intelligence, law enforcement, or operational efforts by the Lexington- Fayette Urban County

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Government on Behalf of Juvenile Probation and Court Services. All law enforcement actions will be coordinated and cooperatively carried out.

The JTTF's criminal investigative procedures will conform to the requirements of the FBI and for federal prosecution. It is expected that the appropriate United States Attorney, in consultation with the FBI and affected JTTF partners, will determine on a case-by-case basis whether the prosecution of cases will be at the federal or state level, based upon which would better advance the interests of justice.

All media releases involving JTTF matters will be conducted by the FBI. No press release involving a JTTF matter will be issued without prior FBI approval.

CONFIDENTIAL HUMAN SOURCES

- The disclosure of FBI informants, or Confidential Human Sources (CHSs), to non-JTTF personnel will be limited to those situations where it is essential to the effective performance of the JTTF, and only after approval by an FBI supervisory employee. These disclosures will be consistent with applicable FBI guidelines.
- Non-FBI JTTF personnel may not make any further disclosure of the identity of an FBI CHS, including to other individuals assigned to the JTTF. No documents which identify, tend to identify, or may indirectly identify an FBI CHS may be released without prior FBI approval.
- In those instances where the Lexington- Fayette Urban County Government on Behalf of Juvenile Probation and Court Services provides a CHS, the FBI may, at the discretion of the SAC and in coordination with the Lexington- Fayette Urban County Government on Behalf of Juvenile Probation and Court Services, become solely responsible for the CHS's continued development, operation, and compliance with necessary administrative procedures regarding operation and payment as set forth by the FBI.
- The United States AG Guidelines and FBI policy and procedure for operating FBI CHSs shall apply to all CHSs opened and operated in furtherance of FBI JTTF investigations. Documentation of, and any payments made to, FBI CHSs shall be in accordance with FBI policy and procedure.
- Operation, documentation, and payment of any CHS opened and operated in furtherance of a JTTF investigation must be in accordance with the United States AG Guidelines, regardless of whether the handling agency is an FBI JTTF Lexington- Fayette Urban County Government on Behalf of Juvenile Probation and Court Services. Documentation of state, county, or local CHSs opened and operated in furtherance of JTTF investigations shall be maintained at an agreed upon location.
- All JTTF undercover operations will be conducted and reviewed in accordance with FBI guidelines and the Attorney General's Guidelines on Federal Bureau of Investigation Undercover Operations. The Lexington- Fayette Urban County Government on Behalf of Juvenile Probation and Court Services may be requested to enter into an additional agreement if an employee of the Lexington-Fayette Urban County Government on Behalf of Juvenile Probation and Court Services is assigned duties which require the officer to act in an undercover capacity.

INFORMATION SHARING/REPORTS AND RECORDS

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- All investigative and intelligence reporting will be prepared and disseminated in compliance with FBI policy, including but not limited to DIOG section 14. Subject to any legal or policy restrictions, copies of documents created for a JTTF matter based upon information obtained from participation on the JTTF by any JTTF personnel will be considered to be federal documents under the control of the FBI and shall be maintained in accordance with FBI records management policy and applicable law. All JTTF materials and investigative records, including any MOUs, originate with, belong to, and will be maintained by the FBI.
- All information learned during the course of a JTTF investigation is subject to FBI information sharing policies and may not be disclosed outside of the FBI without the approval of the FBI JTTF Supervisor. Like any FBI employee, JTTF personnel may not disclose any FBI or JTTF-related information outside of the FBI, including any disclosure to the Lexington- Fayette Urban County Government on Behalf of Juvenile Probation and Court Services, without the prior approval of the FBI JTTF SSA.
- All JTTF materials and investigative records originate with, belong to, and will be maintained by the FBI, to include but not limited to: MOUs, interview reports (i.e. FD-302), interview notes, surveillance logs, subpoenaed records, or other investigative information. All information generated in the course of investigations by the JTTF will be controlled solely by the FBI and may only be removed from FBI space with the approval of the JTTF SSA. All official records and information will be kept in accordance with established FBI records management and retention policies.
- JTTF personnel are strictly prohibited from disclosing any unclassified information to individuals without a need to know. Like any FBI employee, JTTF personnel are strictly prohibited from disclosing any classified information to individuals who do not possess the appropriate security clearance and a need to know. The Lexington- Fayette Urban County Government on Behalf of Juvenile Probation and Court Services agrees to have JTTF personnel sign an FD-868 (Nondisclosure Agreement for Joint JTTF Members, Contractors, Detailees, Assignees, and Interns). This action obligates an individual participating in the JTTF, who is accepting a position of special trust with access to classified and otherwise sensitive information, to be bound by prepublication review to protect against the unauthorized disclosure of such information.
- JTTF information may identify individuals whose information may be protected by the Privacy Act of 1974 and "United States persons" whose information may be protected by Executive Order 12333 (as amended or any successor thereto). All such information shall be handled lawfully pursuant to the provisions thereof.
- JTTF personnel may be required to handle and process Protected Critical Infrastructure Information, as defined by law and regulated by the U.S. Department of Homeland Security (DHS). All JTTF personnel will use and disclose DHS PCII in accordance with applicable law and regulation.
- JTTF personnel must also comply with all applicable dissemination restrictions when sharing information with non-JTTF individuals. Such restrictions include but are not limited to classification rules, grand jury information, foreign government information, and any originator-controlled caveats.
- The FBI and the Lexington- Fayette Urban County Government on Behalf of Juvenile Probation and Court Services will immediately report to each other every instance wherein data received from each other is used, disclosed, or accessed in an unauthorized manner (including any data losses or breaches).

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- The FBI and the Lexington- Fayette Urban County Government on Behalf of Juvenile Probation and Court Services agree to abide by the DOJ Privacy, Civil Rights, and Civil Liberties Protection Policy for the Information Sharing Environment (January 25, 2010) to the extent that any JTTF-related information is covered by that policy. At a minimum, the FBI and Lexington- Fayette Urban County Government on Behalf of Juvenile Probation and Court Services shall notify each other of any erroneous disclosure of information concerning a U.S. citizen or legal permanent resident alien and take reasonable steps to correct such error.

SALARY/OVERTIME COMPENSATION/FUNDING

- Subject to funding availability and legislative authorization, the FBI may reimburse the Lexington-Fayette Urban County Government on Behalf of Juvenile Probation and Court Services for the cost of overtime worked by deputized non-federal LEOs assigned full time to the JTTF, provided overtime expenses were incurred as a result of JTTF related duties. A separate Cost Reimbursement Agreement (CRA) must be executed between the FBI and the Lexington- Fayette Urban County Government on Behalf of Juvenile Probation and Court Services, consistent with regulations and policy. Otherwise, overtime shall be compensated in accordance with applicable Lexington- Fayette Urban County Government on Behalf of Juvenile Probation and Court Services overtime provisions.
- The Lexington- Fayette Urban County Government on Behalf of Juvenile Probation and Court Services JTTF personnel will each report to his or her respective agency for personnel administrative matters. The Lexington- Fayette Urban County Government on Behalf of Juvenile Probation and Court Services shall be responsible for the pay, overtime, leave, performance appraisals, and other personnel matters relating to its employees detailed to an FBI JTTF. The Lexington- Fayette Urban County Government on Behalf of Juvenile Probation and Court Services will, at their discretion, solicit input from the JTTF SSA for performance appraisals based on their employees work on the JTTF.
- The FBI will provide office space for all JTTF personnel members and support staff. In addition, the FBI will provide all necessary secretarial, clerical, automation, and technical support for the JTTF in accordance with FBI guidelines and procedures. The FBI will provide all furniture and office equipment.
- The introduction of office equipment and furniture into FBI space by the Lexington- Fayette Urban County Government on Behalf of Juvenile Probation and Court Services is discouraged, as any such material is subject to examination for technical compromise, which may result in its being damaged or destroyed.
- Subject to funding availability and legislative authority, the FBI may provide equipment, such as a vehicle (but only to non-federal LEOs who work on the JTTF), fuel purchase card (but only to non-federal LEOs who work on the JTTF), and smart phone, to JTTF personnel for use in carrying out JTTF related duties. Receiving personnel will be required to execute acceptable use agreements before being issued these items.
- As the FBI will not provide vehicles to LEOs from federal agencies, it is the responsibility of the Lexington- Fayette Urban County Government on Behalf of Juvenile Probation and Court Services (if federal) to ensure the LEO assigned to the JTTF is assigned a vehicle in a manner which enables them to fully perform the duties as assigned on the JTTF.

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- Employees of the Lexington- Fayette Urban County Government on Behalf of Juvenile Probation and Court Services (non-federal LEOs only) may be permitted to drive FBI owned or leased vehicles for surveillance, case management and investigation in connection with any JTTF investigation. FBI owned or leased vehicles will only be made available to non-federal LEOs, and may only be used in accordance with applicable FBI rules and regulations.
- Employees of the Lexington- Fayette Urban County Government on Behalf of Juvenile Probation and Court Services (including federal agencies), specifically assigned to the NJTTF may be permitted to drive FBI owned or leased vehicles in connection with NJTTF related duties. FBI owned or leased vehicles may only be used in accordance with applicable FBI rules and regulations.
- Employees of the Lexington- Fayette Urban County Government on Behalf of Juvenile Probation and Court Services who are assigned an FBI owned or leased vehicle must sign and abide by the following agreement: "FBI NATIONAL VEHICLE LEASE VEHICLE USE AGREEMENT – NON-FBI PERSONNEL."
- *[non-Federal entities only]* Any civil liability arising from the use of an FBI-owned or leased vehicle by an individual from a Lexington- Fayette Urban County Government on Behalf of Juvenile Probation and Court Services while engaged in any conduct other than his or her official duties and assignments under this MOU shall not be the responsibility of the FBI or the United States. To the extent permitted by applicable law, the Lexington- Fayette Urban County Government on Behalf of Juvenile Probation and Court Services will hold harmless the FBI and the United States for any claim for property damage or personal injury arising from any use of an FBI owned or leased vehicle by an individual from the Lexington- Fayette Urban County Government on Behalf of Juvenile Probation and Court Services that is outside of the scope of his or her official duties and assignments under this MOU.
- For official inventory purposes, all equipment including fuel cards, radios, badges, credentials and other forms of JTTF identification subject to FBI property inventory requirements will, upon request, be produced by each individual who participates in the JTTF.
- At the completion of an individual's assignment on the JTTF, upon request, or upon withdrawal or termination of the Lexington- Fayette Urban County Government on Behalf of Juvenile Probation and Court Services from the JTTF, all FBI equipment and property will be returned to the supplying agency in accordance with FBI policy.
- This MOU is not an obligation or commitment of funds nor a basis for a transfer of funds. Even where one of the Parties to this MOU has agreed (or later does agree) to assume a particular financial responsibility, such Party's express written approval must be obtained before incurring any expense expected to be assumed by the other Party. All obligations of an expenditures by the Parties to this MOU will be subject to each Party's respective budgetary and fiscal processes and availability of funds pursuant to all applicable laws, regulations, and policies. The Parties to this MOU acknowledge that there is no intimation, promise, or guarantee that funds will be available in future years.

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TRAVEL

All JTTF related travel of non-FBI personnel requires the approval of the JTTF SSA, and Lexington-Fayette Urban County Government on Behalf of Juvenile Probation and Court Services authorization, prior to travel. To avoid delay in operational travel, the Lexington- Fayette Urban County Government on Behalf of Juvenile Probation and Court Services will provide general travel authority to all of its participating employees for the duration of the employee's membership in the JTTF.

For domestic travel, JTTF personnel will be responsible for appropriate notifications within his or her Lexington- Fayette Urban County Government on Behalf of Juvenile Probation and Court Services, as well as standard FBI travel approvals and notification. The JTTF will obtain FBIHQ authorization and country clearances for JTTF personnel required to travel outside the United States. The FBI will pay costs for travel in accordance with the Federal Travel Regulations of all JTTF personnel to conduct investigations outside the field office or home agency territory.

[FOR DEPARTMENT OF DEFENSE ENTITIES ONLY]:

The Posse Comitatus Act, 18 U.S.C. §1385, prohibits the U.S. Army and Air Force (Department of Defense regulations now restrict the activities of all branches or components of the Armed Services under this Act) from being used as a posse comitatus or otherwise to execute the laws entrusted to civilian law enforcement authorities. The restrictions of the Act do not apply to civilian employees of the Department of Defense who are not acting under the direct command and control of a military officer. Other statutory provisions specifically authorize certain indirect and direct assistance and participation by the military in specified law enforcement functions and activities. All Department of Defense components (except strictly civilian components not acting under direct command and control of a military officer) who enter into this agreement, shall comply with all Department of Defense regulations and statutory authorities (describing restrictions, authorizations and conditions in support of law enforcement) including, but not limited to, Department of Defense Directives 3025.18 and 3025.21, Chapter 15 of Title 10 of the United States Code, dealing with military support for civilian law enforcement agencies, and any other or subsequent rules, regulations, and laws that may address this topic, or that may amend, or modify any of the above provisions. This MOU shall not be construed to authorize any additional or greater authority (than already described) for Department of Defense components to act in the support of law enforcement activities.

LIABILITY

General. The Parties acknowledge that this MOU does not alter applicable law governing any claim for civil liability arising out of any activity conducted pursuant to this MOU or otherwise relating to this MOU. The Department of Justice (DOJ) may, in its discretion, determine on a case-by-case basis that an individual should be afforded legal representation, legal defense, or indemnification of a civil judgment, pursuant to federal law and DOJ policy and regulations.

Common Law Tort Claims

- Congress has provided that the exclusive remedy for the negligent or wrongful act or omission of an employee of the U.S. Government, acting within the scope of his or her

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employment, shall be an action against the United States under the Federal Tort Claims Act (FTCA), 28 U.S.C. § 1346(b), and §§ 2671 - 2680.

- For the limited purpose of defending civil claims arising out of JTTF activity, an employee detailed from a Lexington- Fayette Urban County Government on Behalf of Juvenile Probation and Court Services who is acting within the course and scope of his or her official duties and assignments pursuant to this MOU may be considered an "employee" of the U.S. government, as defined at 28 U.S.C. § 2671. See 5 U.S.C. § 3374(c)(2).
- Under the Federal Employee Liability Reform and Tort Compensation Act of 1998 (commonly known as the Westfall Act), see 28 U.S.C. § 2679(b)(1), if an employee of the United States is named as a defendant in a civil action, the Attorney General or his or her designee may certify that the defendant acted within the scope of his or her employment at the time of the incident giving rise to the suit. 28 U.S.C. § 2679(d)(1)&(2) The United States can then be substituted for the employee as the sole defendant with respect to any tort claims alleged in the action. 28 U.S.C. § 2679(d)(1)&(2). Decisions to certify that an employee was acting within the scope of his or her employment at the time of the incident giving rise to the suit, see 28 U.S.C. § 2679(1)&(2), are made on a case-by-case basis, and such certification cannot be guaranteed.
- If the Attorney General declines to certify that an employee was acting within the scope of employment, "the employee may at any time before trial petition the court to find and certify that the employee was acting within the scope of his office or employment." 28 U.S.C. § 2679(d)(3).

Constitutional Claims

- Liability for violations of federal constitutional law may rest with the individual federal agent or officer pursuant to Bivens v. Six Unknown Names Agents of the Federal Bureau of Narcotics, 403 U.S. 388 (1971) or pursuant to 42 U.S.C. § 1983 for state officers.
- Federal, state, local, and tribal officers enjoy qualified immunity from suit for constitutional torts, "insofar as their conduct does not violate clearly established statutory or constitutional rights of which a reasonable person would have known." Harlow v. Fitzgerald, 457 U.S. 800 (1982).
- If any Lexington- Fayette Urban County Government on Behalf of Juvenile Probation and Court Services' JTTF personnel are named as a defendant in his or her individual capacity in a civil action alleging constitutional damages as a result of conduct taken within the scope of JTTF-related duties, the individual may request representation by DOJ. 28 C.F.R. §§ 50.15, 50.16.
- An employee may be provided representation "when the actions for which representation is requested reasonably appear to have been performed within the scope of the employee's employment, and the Attorney General, or his or her designee, determines that providing representation would otherwise be in the interest of the United States." 28 C.F.R. § 50.15(a).
- A written request for representation by JTTF personnel should be directed to the Attorney General and provided to the Chief Division Counsel (CDC) of the FBI division coordinating the JTTF. The CDC will forward the representation request to the FBI's Office of the

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General Counsel (OGC), together with a letterhead memorandum concerning the factual basis of the lawsuit. FBI's OGC will then forward the request to the Civil Division of DOJ, together with an agency recommendation concerning scope of employment and DOJ representation. 28 C.F.R. § 50.15(a)(3).

- If any JTTF personnel is found to be liable for a constitutional tort, he or she may request indemnification from DOJ to satisfy an adverse judgment rendered against the employee in his or her individual capacity. 28 C.F.R. § 50.15(c)(4). The criteria for payment are substantially similar to those used to determine whether a federal employee is entitled to DOJ representation under 28 C.F.R.§ 50.15(a).
- Determinations concerning legal representation and indemnification by the United States are discretionary and are made by DOJ on a case-by-case basis. The FBI cannot guarantee that the United States will provide legal representation, legal defense, or indemnification to any federal or state employee detailed to the JTTF, and nothing in this MOU shall be deemed to create any legal right on the part of any JTTF personnel.

Express Reservations

- The Parties do not waive any applicable defenses and/or limitations on liability.
- No assignment of rights, duties, or obligations of this MOU shall be made by any Party without the express written approval of a duly authorized representative of all other Parties.

DURATION

This MOU shall be reviewed every three years based upon its effective date, but may be terminated at any time upon written mutual consent of the FBI and the Lexington- Fayette Urban County Government on Behalf of Juvenile Probation and Court Services involved. This MOU will remain in effect until it is terminated by written mutual consent of the FBI and Lexington- Fayette Urban County Government on Behalf of Juvenile Probation and Court Services, or until such time a new MOU is executed between the FBI and the Lexington- Fayette Urban County Government on Behalf of Juvenile Probation and Court Services.

Any Lexington- Fayette Urban County Government on Behalf of Juvenile Probation and Court Services may withdraw from the JTTF at any time by written notification to the ADIC, SAC, SC or substantive unit at FBI Headquarters at least 60 days prior to withdrawal.

Upon termination of this MOU, all equipment provided to the JTTF will be returned to the supplying Lexington- Fayette Urban County Government on Behalf of Juvenile Probation and Court Services. In addition, when a Lexington- Fayette Urban County Government on Behalf of Juvenile Probation and Court Services withdraws from the MOU, the Lexington- Fayette Urban County Government on Behalf of Juvenile Probation and Court Services will return equipment to the supplying Lexington- Fayette Urban County Government on Behalf of Juvenile Probation and Court Services. Similarly, any remaining Lexington- Fayette Urban County Government on Behalf of Juvenile Probation and Court Services will return to a withdrawing Lexington- Fayette Urban County Government on Behalf

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of Juvenile Probation and Court Services any unexpended equipment supplied by the withdrawing Lexington- Fayette Urban County Government on Behalf of Juvenile Probation and Court Services.

FORFEITURE

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

DISPUTE RESOLUTION

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

MODIFICATIONS

This agreement in no manner affects any existing agreements with the FBI or any other agency. This agreement may be amended only by mutual written consent of the parties. The modifications shall have no force or effect unless such modifications are reduced to writing and signed by an authorized representative of the FBI and the Lexington- Fayette Urban County Government on Behalf of Juvenile Probation and Court Services.

SIGNATORIES:

Briana Persley
Director Briana Persley
Lexington- Fayette Urban County Government on Behalf of Juvenile Probation and Court Services

Date: 3/21/2025

Linda Gorton
Mayor Linda Gorton
Lexington- Fayette Urban County Government

Date: 3/24/25

Michael E. Stansbury Amy R. Bennett A/SAC
Special Agent in Charge
Louisville Field Office
Federal Bureau of Investigation

Date: 4/22/2025

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Louisville Field Office

JOINT TERRORISM TASK FORCE (JTTF)

Standard Memorandum of Understanding

Between

THE FEDERAL BUREAU OF INVESTIGATION

and

Lexington- Fayette Urban County Government on Behalf of Juvenile Probation and Court Services

PARTIES

This Memorandum of Understanding (MOU) is entered into by and between the Federal Bureau of Investigation (FBI) and the Lexington- Fayette Urban County Government on Behalf of Juvenile Probation and Court Services. The FBI and the Lexington- Fayette Urban County Government on Behalf of Juvenile Probation and Court Services are also referred to herein individually as a Party or collectively as the Parties.

AUTHORITIES

The FBI is authorized to coordinate intelligence, investigative, and operational responses to various criminal, cyber, and national security threats, attacks, and intrusions pursuant to various statutory and executive authorities. These include 28 U.S.C. § 533, 34 U.S.C. § 10211, 28 C.F.R. 0.85, Executive Order 12333, as amended, the Attorney General Section 905 Guidelines Regarding Disclosure of Foreign Intelligence Acquired in a Criminal Investigation (September 23, 2002); the Attorney General Guidelines for FBI Domestic Operations (AGG-DOM); Annex II to NSPD-46/HSPD-15; NSPD-54/HSPD-23; NSPM-36; and 18 U.S.C. § 1030, 50 U.S.C. § 1801, et seq.

PURPOSE/PREAMBLE

This MOU is to formalize the relationship between the FBI and the Lexington- Fayette Urban County Government on Behalf of Juvenile Probation and Court Services in order to maximize cooperation and to create a cohesive unit capable of addressing the most complex terrorism investigations. For purposes of this MOU, all mentions of JTTF also include the National Joint Terrorism Task Force (NJTTF).

This MOU delineates the responsibilities and commitments of the FBI and the Lexington- Fayette Urban County Government on Behalf of Juvenile Probation and Court Services in the Louisville Field Office Joint Terrorism Task Force.

This MOU is not intended to, and should not be construed to, create any right or benefit, substantive or procedural, enforceable at law or otherwise by any third party against the Parties, their

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parent agency, the United States, or the officers, employees, agents, or other associated personnel thereof.

MISSION

The mission of the JTTF is to leverage the collective resources of the Parties for the prevention, preemption, deterrence and investigation of terrorist acts that affect United States interests, and to disrupt and prevent terrorist acts and apprehend individuals who may commit or plan to commit such acts. To further this mission, the JTTF shall serve as a means to facilitate information sharing among JTTF participating agencies.

SUPERVISION AND CONTROL

- All JTTF personnel, once on-board, will be under the supervision of the FBI while working on the JTTF to which they are assigned.
- Overall command and management of the JTTF shall be the responsibility of the NJTTF Section Chief (SC) and his/her designee at the level of FBI Headquarters (FBIHQ) or the Assistant Director in Charge (ADIC) or Special Agent in Charge (SAC) of the FBI field office to which the JTTF personnel are assigned, and his/her designee.
- All guidance on investigative matters handled by the JTTF will be issued by the Attorney General (AG) or the FBI. The FBI will make available to the Lexington- Fayette Urban County Government on Behalf of Juvenile Probation and Court Services applicable guidelines and policies, including the AGG-DOM and the FBI's Domestic Investigations and Operations Guide (DIOG).
- The ADIC, SAC or the SC shall designate one Supervisory Special Agent (SSA) to supervise day-to-day operational and investigative matters pertaining to the JTTF. Staffing issues are the responsibility of the FBI chain of command.
- In order to comply with Presidential Directives, the policy and program management of the JTTF is the responsibility of FBI Headquarters (FBIHQ). The operational chain of command beginning at the highest level, in each JTTF will be as follows: ADIC (if assigned), SAC or SC, Assistant Special Agent in Charge (ASAC) or Unit Chief (UC), and JTTF SSAs.
- Each FBI ADIC, SAC, or SC, through his or her chain-of-command, is responsible for administrative and operational matters directly associated with the JTTF. Operational activities will be supervised by FBI JTTF SSAs. Staffing issues are the responsibility of the FBI chain of command.
- The relevant FBI JTTF SSA will be responsible for opening, monitoring, directing, and closing JTTF investigations in accordance with existing FBI policy and the applicable United States AG Guidelines.
- Assignments of cases to personnel will be based on, at a minimum, experience, training, and performance in addition to the discretion of the relevant JTTF SSA.

STAFFING COMMITMENT AND RESPONSIBILITIES

- In light of the significant cost and effort in on-boarding new JTTF personnel, as well as the need for continuity to successfully combat national security, criminal, and cyber threats, attacks, and intrusions, the Lexington- Fayette Urban County Government on Behalf of Juvenile Probation and Court Services agrees to provide its personnel to the FBI JTTF for a period of at least two (2) years.

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This MOU imposes no maximum limit as to the time that any individual may remain on the JTTF. The FBI retains discretion over the length of service of JTTF personnel, in coordination with the Lexington- Fayette Urban County Government on Behalf of Juvenile Probation and Court Services.

- During periods of heightened threats and emergencies, the JTTF may need to operate 24-hours a day for an extended period of time. To function properly, the JTTF depends upon the unique contributions of each Lexington- Fayette Urban County Government on Behalf of Juvenile Probation and Court Services. During these periods, all JTTF personnel are expected to support JTTF activities unless released to the Lexington- Fayette Urban County Government on Behalf of Juvenile Probation and Court Services.
- Due to the operational needs of the JTTF, assignment of full time JTTF personnel to special details or duties for their home agency outside the JTTF by the Lexington- Fayette Urban County Government on Behalf of Juvenile Probation and Court Services must be coordinated with the relevant JTTF SSA.
- Although JTTF personnel will report to his/her Lexington- Fayette Urban County Government on Behalf of Juvenile Probation and Court Services for non-investigative administrative matters, leave requests will be coordinated with the JTTF SSA to ensure staffing availability.
- JTTF personnel must adhere to the FBI's ethical standards and the Supplemental Standards of Ethical Conduct for employees of the Justice Department, and the same rules and regulations as FBI employees with regard to security policies, conduct and activities while in FBI space, the handling of FBI property, the operation of FBI vehicles, and the conduct of JTTF business.
- Continued assignment to the JTTF will be in coordination with the ADIC,SAC or SC, and the Lexington- Fayette Urban County Government on Behalf of Juvenile Probation and Court Services. The FBI ADIC, SAC or SC retains the discretion to remove any JTTF personnel from the JTTF.
- JTTF personnel are subject to removal from the JTTF by the FBI for any violation of any provision of this MOU, the FBI's ethical standards, the Supplemental Standards of Ethical Conduct for employees of the Department of Justice, any other applicable agreements, rules, and regulations, or at the discretion of the FBI.
- JTTF personnel must sign an acknowledgment of their respective roles and responsibilities before coming on-board.
- All JTTF personnel are required to attend FBI legal training in compliance with FBI regulations and any other training deemed mandatory and/or necessary by the FBI chain of command. The FBI is responsible for the costs of such training. The Lexington- Fayette Urban County Government on Behalf of Juvenile Probation and Court Services will bear the costs of its training required of its own employees.
- The participation of other federal, state, local, tribal, and territorial partners on the JTTF is critical to the long-term success of the endeavor. Due to congressionally mandated reporting, articulating the level of effort for these partnerships is a key measure of the JTTF's performance. Accordingly, all JTTF personnel will be required to record their workload in the Time Utilization Recordkeeping (TURK) system used by the FBI.
- The Lexington- Fayette Urban County Government on Behalf of Juvenile Probation and Court Services will ensure that detailed JTTF personnel are medically qualified according to the agency's standards to perform JTTF duties, including law enforcement duties, functions, and responsibilities.

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DEFINITION OF JTTF PERSONNEL

As used in this MOU, the term "JTTF personnel" means and includes Task Force Officer, Task Force Member, and Task Force Participant, as those terms are defined in the Joint Task Force Policy Guide (1178PG) section4.3. This section of the JTFPG is available should it be requested.

DEPUTATION

State, local, tribal, and territorial law enforcement officers (LEOs) who serve on the JTTF must be federally deputized under Title 18 of the USC while assigned to the JTTF. The FBI may likewise require federal LEOs who serve on the JTTF to be deputized while assigned to the JTTF. The FBI will secure the required authorization for deputations, as needed.

Under the terms of this MOU, the Lexington- Fayette Urban County Government on Behalf of Juvenile Probation and Court Services agrees that non-LEOs detailed to the JTTF will not: (1) participate in law enforcement activities; (2) carry a weapon, either lethal or non-lethal; or (3) participate in the execution of search/arrest warrants.

SECURITY CLEARANCE

JTTF personnel may be required to handle sensitive and classified information, have access to classified systems, and/or have access to secure office space. Therefore, JTTF personnel must obtain and maintain a Top Secret clearance and access to Sensitive Compartmentalized Information (SCI) in accordance with the FBI's Security Division Policies.

All JTTF personnel will execute non-disclosure agreements deemed necessary by the FBI for the protection of classified and sensitive information, including but not limited to an SF-312, Classified Nondisclosure Agreement. Supervisors in the Lexington- Fayette Urban County Government on Behalf of Juvenile Probation and Court Services responsible for the JTTF personnel may only be provided with classified information in accordance with FBI policy, if they have the appropriate security clearance to receive the classified information, and the requisite "need to know."

All members of the JTTF must certify they have not failed an FBI polygraph at any time. If a potential JTTF member has at one time failed a FBI polygraph, they are not eligible to be in FBI space and, therefore, not eligible to be a member of the task force.

DEADLY FORCE POLICY

Non-FBI JTTF personnel will follow the Lexington- Fayette Urban County Government on Behalf of Juvenile Probation and Court Services policy concerning the use of deadly force.

Less-than-Lethal Devices

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

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- The Lexington- Fayette Urban County Government on Behalf of Juvenile Probation and Court Services of each individual assigned to the JTTF will ensure the agency's policies and procedures for use of any less-than-lethal device that will be carried by JTTF personnel are consistent with the DOJ policy statement on the Use of Less-Than-Lethal Devices.
- The Lexington- Fayette Urban County Government on Behalf of Juvenile Probation and Court Services of each individual assigned to the JTTF will ensure that, while the individual is participating in FBI-led JTTF operations in the capacity of JTTF personnel, the individual will carry only less-than-lethal devices the Lexington- Fayette Urban County Government on Behalf of Juvenile Probation and Court Services has issued to the individual, and on which the individual has been trained, in accordance with the agency's policies and procedures.

BODY WORN CAMERAS

- Task Force Officers (TFOs), including those federally deputized, enforcing federal law while assigned to the JTTFs under federal supervision and wearing FBI-owned body worn cameras (BWC) must comply with the processes and procedures set forth in BWC Policy Note (PN) 1216N (or its successor), including those covering authorized use and activation of BWCs by TFOs in FBI cases.
- TFOs may comply with the FBI's BWC policies, processes, and procedures by wearing and using their home agencies' BWC equipment during FBI pre-planned arrests and searches.
- TFOs electing to use their home agencies' BWC equipment must wear and use their home-agencies' BWCs in accordance with the FBI's BWC policy, during, and after any FBI pre-planned arrests or searches.
- TFOs will provide the FBI with copies of any BWC recordings resulting from FBI pre-planned arrests or searches within 48 hours of the conclusion of the operation. BWC recordings obtained from TFOs are to be considered copies, with their home agencies retaining the originals.
- Agencies intending to release their home agencies' BWC recordings resulting from FBI pre-planned arrests or searches will notify the relevant FBI Assistant Director in Charge (ADIC)/Special Agent in Charge (SAC) as soon as practicable, but no less than 72 hours prior to release. State, local, tribal, and territorial agencies may not release BWC recordings of FBI pre-planned arrests or searches pursuant to state, local, tribal, or territorial laws or regulations, absent the consent of the FBI. Following intended release notifications, ADICs/SACs will coordinate with the TFOs' home agencies to discuss any necessary redactions or withholdings of the BWC recordings prior to public release to protect the privacy and other interests of the FBI, law enforcement personnel, or victims.

COORDINATION

Intelligence, law enforcement, and operational actions will be coordinated and cooperatively carried out within the JTTF. The Lexington- Fayette Urban County Government on Behalf of Juvenile Probation and Court Services will not knowingly act unilaterally on any matter affecting the JTTF. The Parties agree the matters designated to be handled by the JTTF shall not knowingly be subject to non-JTTF or non-FBI intelligence, law enforcement, or operational efforts by the Lexington- Fayette Urban County

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Government on Behalf of Juvenile Probation and Court Services. All law enforcement actions will be coordinated and cooperatively carried out.

The JTTF's criminal investigative procedures will conform to the requirements of the FBI and for federal prosecution. It is expected that the appropriate United States Attorney, in consultation with the FBI and affected JTTF partners, will determine on a case-by-case basis whether the prosecution of cases will be at the federal or state level, based upon which would better advance the interests of justice.

All media releases involving JTTF matters will be conducted by the FBI. No press release involving a JTTF matter will be issued without prior FBI approval.

CONFIDENTIAL HUMAN SOURCES

- The disclosure of FBI informants, or Confidential Human Sources (CHSs), to non-JTTF personnel will be limited to those situations where it is essential to the effective performance of the JTTF, and only after approval by an FBI supervisory employee. These disclosures will be consistent with applicable FBI guidelines.
- Non-FBI JTTF personnel may not make any further disclosure of the identity of an FBI CHS, including to other individuals assigned to the JTTF. No documents which identify, tend to identify, or may indirectly identify an FBI CHS may be released without prior FBI approval.
- In those instances where the Lexington- Fayette Urban County Government on Behalf of Juvenile Probation and Court Services provides a CHS, the FBI may, at the discretion of the SAC and in coordination with the Lexington- Fayette Urban County Government on Behalf of Juvenile Probation and Court Services, become solely responsible for the CHS's continued development, operation, and compliance with necessary administrative procedures regarding operation and payment as set forth by the FBI.
- The United States AG Guidelines and FBI policy and procedure for operating FBI CHSs shall apply to all CHSs opened and operated in furtherance of FBI JTTF investigations. Documentation of, and any payments made to, FBI CHSs shall be in accordance with FBI policy and procedure.
- Operation, documentation, and payment of any CHS opened and operated in furtherance of a JTTF investigation must be in accordance with the United States AG Guidelines, regardless of whether the handling agency is an FBI JTTF Lexington- Fayette Urban County Government on Behalf of Juvenile Probation and Court Services. Documentation of state, county, or local CHSs opened and operated in furtherance of JTTF investigations shall be maintained at an agreed upon location.
- All JTTF undercover operations will be conducted and reviewed in accordance with FBI guidelines and the Attorney General's Guidelines on Federal Bureau of Investigation Undercover Operations. The Lexington- Fayette Urban County Government on Behalf of Juvenile Probation and Court Services may be requested to enter into an additional agreement if an employee of the Lexington-Fayette Urban County Government on Behalf of Juvenile Probation and Court Services is assigned duties which require the officer to act in an undercover capacity.

INFORMATION SHARING/REPORTS AND RECORDS

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- All investigative and intelligence reporting will be prepared and disseminated in compliance with FBI policy, including but not limited to DIOG section 14. Subject to any legal or policy restrictions, copies of documents created for a JTTF matter based upon information obtained from participation on the JTTF by any JTTF personnel will be considered to be federal documents under the control of the FBI and shall be maintained in accordance with FBI records management policy and applicable law. All JTTF materials and investigative records, including any MOUs, originate with, belong to, and will be maintained by the FBI.
- All information learned during the course of a JTTF investigation is subject to FBI information sharing policies and may not be disclosed outside of the FBI without the approval of the FBI JTTF Supervisor. Like any FBI employee, JTTF personnel may not disclose any FBI or JTTF-related information outside of the FBI, including any disclosure to the Lexington- Fayette Urban County Government on Behalf of Juvenile Probation and Court Services, without the prior approval of the FBI JTTF SSA.
- All JTTF materials and investigative records originate with, belong to, and will be maintained by the FBI, to include but not limited to: MOUs, interview reports (i.e. FD-302), interview notes, surveillance logs, subpoenaed records, or other investigative information. All information generated in the course of investigations by the JTTF will be controlled solely by the FBI and may only be removed from FBI space with the approval of the JTTF SSA. All official records and information will be kept in accordance with established FBI records management and retention policies.
- JTTF personnel are strictly prohibited from disclosing any unclassified information to individuals without a need to know. Like any FBI employee, JTTF personnel are strictly prohibited from disclosing any classified information to individuals who do not possess the appropriate security clearance and a need to know. The Lexington- Fayette Urban County Government on Behalf of Juvenile Probation and Court Services agrees to have JTTF personnel sign an FD-868 (Nondisclosure Agreement for Joint JTTF Members, Contractors, Detailees, Assignees, and Interns). This action obligates an individual participating in the JTTF, who is accepting a position of special trust with access to classified and otherwise sensitive information, to be bound by prepublication review to protect against the unauthorized disclosure of such information.
- JTTF information may identify individuals whose information may be protected by the Privacy Act of 1974 and "United States persons" whose information may be protected by Executive Order 12333 (as amended or any successor thereto). All such information shall be handled lawfully pursuant to the provisions thereof.
- JTTF personnel may be required to handle and process Protected Critical Infrastructure Information, as defined by law and regulated by the U.S. Department of Homeland Security (DHS). All JTTF personnel will use and disclose DHS PCII in accordance with applicable law and regulation.
- JTTF personnel must also comply with all applicable dissemination restrictions when sharing information with non-JTTF individuals. Such restrictions include but are not limited to classification rules, grand jury information, foreign government information, and any originator-controlled caveats.
- The FBI and the Lexington- Fayette Urban County Government on Behalf of Juvenile Probation and Court Services will immediately report to each other every instance wherein data received from each other is used, disclosed, or accessed in an unauthorized manner (including any data losses or breaches).

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- The FBI and the Lexington- Fayette Urban County Government on Behalf of Juvenile Probation and Court Services agree to abide by the DOJ Privacy, Civil Rights, and Civil Liberties Protection Policy for the Information Sharing Environment (January 25, 2010) to the extent that any JTTF-related information is covered by that policy. At a minimum, the FBI and Lexington- Fayette Urban County Government on Behalf of Juvenile Probation and Court Services shall notify each other of any erroneous disclosure of information concerning a U.S. citizen or legal permanent resident alien and take reasonable steps to correct such error.

SALARY/OVERTIME COMPENSATION/FUNDING

- Subject to funding availability and legislative authorization, the FBI may reimburse the Lexington-Fayette Urban County Government on Behalf of Juvenile Probation and Court Services for the cost of overtime worked by deputized non-federal LEOs assigned full time to the JTTF, provided overtime expenses were incurred as a result of JTTF related duties. A separate Cost Reimbursement Agreement (CRA) must be executed between the FBI and the Lexington- Fayette Urban County Government on Behalf of Juvenile Probation and Court Services, consistent with regulations and policy. Otherwise, overtime shall be compensated in accordance with applicable Lexington- Fayette Urban County Government on Behalf of Juvenile Probation and Court Services overtime provisions.
- The Lexington- Fayette Urban County Government on Behalf of Juvenile Probation and Court Services JTTF personnel will each report to his or her respective agency for personnel administrative matters. The Lexington- Fayette Urban County Government on Behalf of Juvenile Probation and Court Services shall be responsible for the pay, overtime, leave, performance appraisals, and other personnel matters relating to its employees detailed to an FBI JTTF. The Lexington- Fayette Urban County Government on Behalf of Juvenile Probation and Court Services will, at their discretion, solicit input from the JTTF SSA for performance appraisals based on their employees work on the JTTF.
- The FBI will provide office space for all JTTF personnel members and support staff. In addition, the FBI will provide all necessary secretarial, clerical, automation, and technical support for the JTTF in accordance with FBI guidelines and procedures. The FBI will provide all furniture and office equipment.
- The introduction of office equipment and furniture into FBI space by the Lexington- Fayette Urban County Government on Behalf of Juvenile Probation and Court Services is discouraged, as any such material is subject to examination for technical compromise, which may result in its being damaged or destroyed.
- Subject to funding availability and legislative authority, the FBI may provide equipment, such as a vehicle (but only to non-federal LEOs who work on the JTTF), fuel purchase card (but only to non-federal LEOs who work on the JTTF), and smart phone, to JTTF personnel for use in carrying out JTTF related duties. Receiving personnel will be required to execute acceptable use agreements before being issued these items.
- As the FBI will not provide vehicles to LEOs from federal agencies, it is the responsibility of the Lexington- Fayette Urban County Government on Behalf of Juvenile Probation and Court Services (if federal) to ensure the LEO assigned to the JTTF is assigned a vehicle in a manner which enables them to fully perform the duties as assigned on the JTTF.

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- Employees of the Lexington- Fayette Urban County Government on Behalf of Juvenile Probation and Court Services (non-federal LEOs only) may be permitted to drive FBI owned or leased vehicles for surveillance, case management and investigation in connection with any JTTF investigation. FBI owned or leased vehicles will only be made available to non-federal LEOs, and may only be used in accordance with applicable FBI rules and regulations.
- Employees of the Lexington- Fayette Urban County Government on Behalf of Juvenile Probation and Court Services (including federal agencies), specifically assigned to the NJTTF may be permitted to drive FBI owned or leased vehicles in connection with NJTTF related duties. FBI owned or leased vehicles may only be used in accordance with applicable FBI rules and regulations.
- Employees of the Lexington- Fayette Urban County Government on Behalf of Juvenile Probation and Court Services who are assigned an FBI owned or leased vehicle must sign and abide by the following agreement: "FBI NATIONAL VEHICLE LEASE VEHICLE USE AGREEMENT – NON-FBI PERSONNEL."
- *[non-Federal entities only]* Any civil liability arising from the use of an FBI-owned or leased vehicle by an individual from a Lexington- Fayette Urban County Government on Behalf of Juvenile Probation and Court Services while engaged in any conduct other than his or her official duties and assignments under this MOU shall not be the responsibility of the FBI or the United States. To the extent permitted by applicable law, the Lexington- Fayette Urban County Government on Behalf of Juvenile Probation and Court Services will hold harmless the FBI and the United States for any claim for property damage or personal injury arising from any use of an FBI owned or leased vehicle by an individual from the Lexington- Fayette Urban County Government on Behalf of Juvenile Probation and Court Services that is outside of the scope of his or her official duties and assignments under this MOU.
- For official inventory purposes, all equipment including fuel cards, radios, badges, credentials and other forms of JTTF identification subject to FBI property inventory requirements will, upon request, be produced by each individual who participates in the JTTF.
- At the completion of an individual's assignment on the JTTF, upon request, or upon withdrawal or termination of the Lexington- Fayette Urban County Government on Behalf of Juvenile Probation and Court Services from the JTTF, all FBI equipment and property will be returned to the supplying agency in accordance with FBI policy.
- This MOU is not an obligation or commitment of funds nor a basis for a transfer of funds. Even where one of the Parties to this MOU has agreed (or later does agree) to assume a particular financial responsibility, such Party's express written approval must be obtained before incurring any expense expected to be assumed by the other Party. All obligations of an expenditures by the Parties to this MOU will be subject to each Party's respective budgetary and fiscal processes and availability of funds pursuant to all applicable laws, regulations, and policies. The Parties to this MOU acknowledge that there is no intimation, promise, or guarantee that funds will be available in future years.

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TRAVEL

All JTTF related travel of non-FBI personnel requires the approval of the JTTF SSA, and Lexington-Fayette Urban County Government on Behalf of Juvenile Probation and Court Services authorization, prior to travel. To avoid delay in operational travel, the Lexington- Fayette Urban County Government on Behalf of Juvenile Probation and Court Services will provide general travel authority to all of its participating employees for the duration of the employee's membership in the JTTF.

For domestic travel, JTTF personnel will be responsible for appropriate notifications within his or her Lexington- Fayette Urban County Government on Behalf of Juvenile Probation and Court Services, as well as standard FBI travel approvals and notification. The JTTF will obtain FBIHQ authorization and country clearances for JTTF personnel required to travel outside the United States. The FBI will pay costs for travel in accordance with the Federal Travel Regulations of all JTTF personnel to conduct investigations outside the field office or home agency territory.

[FOR DEPARTMENT OF DEFENSE ENTITIES ONLY]:

The Posse Comitatus Act, 18 U.S.C. §1385, prohibits the U.S. Army and Air Force (Department of Defense regulations now restrict the activities of all branches or components of the Armed Services under this Act) from being used as a posse comitatus or otherwise to execute the laws entrusted to civilian law enforcement authorities. The restrictions of the Act do not apply to civilian employees of the Department of Defense who are not acting under the direct command and control of a military officer. Other statutory provisions specifically authorize certain indirect and direct assistance and participation by the military in specified law enforcement functions and activities. All Department of Defense components (except strictly civilian components not acting under direct command and control of a military officer) who enter into this agreement, shall comply with all Department of Defense regulations and statutory authorities (describing restrictions, authorizations and conditions in support of law enforcement) including, but not limited to, Department of Defense Directives 3025.18 and 3025.21, Chapter 15 of Title 10 of the United States Code, dealing with military support for civilian law enforcement agencies, and any other or subsequent rules, regulations, and laws that may address this topic, or that may amend, or modify any of the above provisions. This MOU shall not be construed to authorize any additional or greater authority (than already described) for Department of Defense components to act in the support of law enforcement activities.

LIABILITY

General. The Parties acknowledge that this MOU does not alter applicable law governing any claim for civil liability arising out of any activity conducted pursuant to this MOU or otherwise relating to this MOU. The Department of Justice (DOJ) may, in its discretion, determine on a case-by-case basis that an individual should be afforded legal representation, legal defense, or indemnification of a civil judgment, pursuant to federal law and DOJ policy and regulations.

Common Law Tort Claims

- Congress has provided that the exclusive remedy for the negligent or wrongful act or omission of an employee of the U.S. Government, acting within the scope of his or her

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employment, shall be an action against the United States under the Federal Tort Claims Act (FTCA), 28 U.S.C. § 1346(b), and §§ 2671 - 2680.

- For the limited purpose of defending civil claims arising out of JTTF activity, an employee detailed from a Lexington- Fayette Urban County Government on Behalf of Juvenile Probation and Court Services who is acting within the course and scope of his or her official duties and assignments pursuant to this MOU may be considered an "employee" of the U.S. government, as defined at 28 U.S.C. § 2671. See 5 U.S.C. § 3374(c)(2).
- Under the Federal Employee Liability Reform and Tort Compensation Act of 1998 (commonly known as the Westfall Act), see 28 U.S.C. § 2679(b)(1), if an employee of the United States is named as a defendant in a civil action, the Attorney General or his or her designee may certify that the defendant acted within the scope of his or her employment at the time of the incident giving rise to the suit. 28 U.S.C. § 2679(d)(1)&(2) The United States can then be substituted for the employee as the sole defendant with respect to any tort claims alleged in the action. 28 U.S.C. § 2679(d)(1)&(2). Decisions to certify that an employee was acting within the scope of his or her employment at the time of the incident giving rise to the suit, see 28 U.S.C. § 2679(1)&(2), are made on a case-by-case basis, and such certification cannot be guaranteed.
- If the Attorney General declines to certify that an employee was acting within the scope of employment, "the employee may at any time before trial petition the court to find and certify that the employee was acting within the scope of his office or employment." 28 U.S.C. § 2679(d)(3).

Constitutional Claims

- Liability for violations of federal constitutional law may rest with the individual federal agent or officer pursuant to Bivens v. Six Unknown Names Agents of the Federal Bureau of Narcotics, 403 U.S. 388 (1971) or pursuant to 42 U.S.C. § 1983 for state officers.
- Federal, state, local, and tribal officers enjoy qualified immunity from suit for constitutional torts, "insofar as their conduct does not violate clearly established statutory or constitutional rights of which a reasonable person would have known." Harlow v. Fitzgerald, 457 U.S. 800 (1982).
- If any Lexington- Fayette Urban County Government on Behalf of Juvenile Probation and Court Services' JTTF personnel are named as a defendant in his or her individual capacity in a civil action alleging constitutional damages as a result of conduct taken within the scope of JTTF-related duties, the individual may request representation by DOJ. 28 C.F.R. §§ 50.15, 50.16.
- An employee may be provided representation "when the actions for which representation is requested reasonably appear to have been performed within the scope of the employee's employment, and the Attorney General, or his or her designee, determines that providing representation would otherwise be in the interest of the United States." 28 C.F.R. § 50.15(a).
- A written request for representation by JTTF personnel should be directed to the Attorney General and provided to the Chief Division Counsel (CDC) of the FBI division coordinating the JTTF. The CDC will forward the representation request to the FBI's Office of the

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General Counsel (OGC), together with a letterhead memorandum concerning the factual basis of the lawsuit. FBI's OGC will then forward the request to the Civil Division of DOJ, together with an agency recommendation concerning scope of employment and DOJ representation. 28 C.F.R. § 50.15(a)(3).

- If any JTTF personnel is found to be liable for a constitutional tort, he or she may request indemnification from DOJ to satisfy an adverse judgment rendered against the employee in his or her individual capacity. 28 C.F.R. § 50.15(c)(4). The criteria for payment are substantially similar to those used to determine whether a federal employee is entitled to DOJ representation under 28 C.F.R.§ 50.15(a).
- Determinations concerning legal representation and indemnification by the United States are discretionary and are made by DOJ on a case-by-case basis. The FBI cannot guarantee that the United States will provide legal representation, legal defense, or indemnification to any federal or state employee detailed to the JTTF, and nothing in this MOU shall be deemed to create any legal right on the part of any JTTF personnel.

Express Reservations

- The Parties do not waive any applicable defenses and/or limitations on liability.
- No assignment of rights, duties, or obligations of this MOU shall be made by any Party without the express written approval of a duly authorized representative of all other Parties.

DURATION

This MOU shall be reviewed every three years based upon its effective date, but may be terminated at any time upon written mutual consent of the FBI and the Lexington- Fayette Urban County Government on Behalf of Juvenile Probation and Court Services involved. This MOU will remain in effect until it is terminated by written mutual consent of the FBI and Lexington- Fayette Urban County Government on Behalf of Juvenile Probation and Court Services, or until such time a new MOU is executed between the FBI and the Lexington- Fayette Urban County Government on Behalf of Juvenile Probation and Court Services.

Any Lexington- Fayette Urban County Government on Behalf of Juvenile Probation and Court Services may withdraw from the JTTF at any time by written notification to the ADIC, SAC, SC or substantive unit at FBI Headquarters at least 60 days prior to withdrawal.

Upon termination of this MOU, all equipment provided to the JTTF will be returned to the supplying Lexington- Fayette Urban County Government on Behalf of Juvenile Probation and Court Services. In addition, when a Lexington- Fayette Urban County Government on Behalf of Juvenile Probation and Court Services withdraws from the MOU, the Lexington- Fayette Urban County Government on Behalf of Juvenile Probation and Court Services will return equipment to the supplying Lexington- Fayette Urban County Government on Behalf of Juvenile Probation and Court Services. Similarly, any remaining Lexington- Fayette Urban County Government on Behalf of Juvenile Probation and Court Services will return to a withdrawing Lexington- Fayette Urban County Government on Behalf

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of Juvenile Probation and Court Services any unexpended equipment supplied by the withdrawing Lexington- Fayette Urban County Government on Behalf of Juvenile Probation and Court Services.

FORFEITURE

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

DISPUTE RESOLUTION

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

MODIFICATIONS

This agreement in no manner affects any existing agreements with the FBI or any other agency. This agreement may be amended only by mutual written consent of the parties. The modifications shall have no force or effect unless such modifications are reduced to writing and signed by an authorized representative of the FBI and the Lexington- Fayette Urban County Government on Behalf of Juvenile Probation and Court Services.

SIGNATORIES:

Briana Persley
Director Briana Persley
Lexington- Fayette Urban County Government on Behalf of Juvenile Probation and Court Services

Date: 3/21/2025

Linda Gorton
Mayor Linda Gorton
Lexington- Fayette Urban County Government

Date: 3/24/25

Michael E. Stansbury Amy R. Bennett A/SAC
Special Agent in Charge
Louisville Field Office
Federal Bureau of Investigation

Date: 4/22/2025

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Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0269-25

File ID:	0269-25	**Type:**	Resolution	**Status:**	Approved
Version:	1	**Contract #:**	064-2025	**In Control:**	Urban County Council
				File Created:	03/10/2025
File Name:	CNF bluesheet			**Final Action:**	03/20/2025

Title: A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute the Settlement Agreement with Child Neurology Education and Research Foundation Corporation, related to the Organization's Incentive Agreement under the Jobs Fund Program, at no additional cost to the Urban County Government. [Mayor's Office, Glasscock]

Notes: SAF in the CCO. Returned to Troy Black 3/24/2025. MS

Sponsors:		**Enactment Date:**	03/20/2025
Attachments:	Bluesheet CNF Agreement, Settlement Agreement .1 . 4936-2440-1699, RESO 0269-25- Settlement Agreement with Child Neurology 4934-7330-1036 v.1.docx, R-138-2025, Contract #064-2025	**Enactment Number:**	R-138-2025
Deed #:		**Hearing Date:**	
Drafter:	Troy Black	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	03/18/2025	Approved and Referred to Docket	Urban County Council	03/20/2025		Pass
1	Urban County Council	03/20/2025	Received First Reading	Urban County Council	03/20/2025		
1	Urban County Council	03/20/2025	Suspended Rules for Second Reading				Pass
1	Urban County Council	03/20/2025	Approved				Pass

Text of Legislative File 0269-25

Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute the Settlement Agreement with Child Neurology Education and

Research Foundation Corporation, related to the Organization's Incentive Agreement under the Jobs Fund Program, at no additional cost to the Urban County Government. [Mayor's Office, Glasscock]

Summary

Authorization to enter into a settlement Agreement with the Child Neurology Education and Research Foundation Corporation to repay $70,000 to LFUCG in 20 quarterly installments. The Economic Development Investment Board reviewed and recommended this action. (L0269-25)(Glasscock/Atkins)

Budgetary Implications [select]: Yes

Advance Document Review:

Law: { Yes, Completed by [Evan Thompson, 3/10/25]}

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

Fully Budgeted [select]:

Account Number: Fund 1144 /Jobs Fund

This Fiscal Year Impact: NA

Annual Impact: NA

Project:

Activity:

Budget Reference:

Current Balance:

MAYOR LINDA GORTON

LEXINGTON

KEVIN ATKINS
CHIEF DEVELOPMENT OFFICER

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

FROM: **AMY GLASSCOCK**
DIRECTOR OF BUSINESS ENGAGEMENT

DATE: **March 10, 2025**

RE: **AUTHORIZATION TO ENTER INTO A SETTLEMENT AGREEMENT (AMENDMENT) WITH THE CHILD NEUROLOGY EDUCATION AND RESEARCH FOUNDATION CORPORATION**

REQUEST:
Authorization to enter into a settlement agreement (amendment) with the Child Neurology Education and Research and Foundation Corporation.

WHY ARE YOU REQUESTING:

In February 2021, the Urban County Council authorized a $100,000 forgivable loan under the JOBS Funds Incentive Program, entered into with the Child Neurology Education and Research Foundation Corporation.

In December 2024, the Child Neurology Education and Research Foundation notified the Chief Development Office that it was not in compliance with the terms of the existing JOBS Funds Agreement. Due to its current financial situation, the Foundation indicated that it would be unable to achieve compliance. As of the date of the settlement agreement, the outstanding balance due from the borrower is $70,000.

Following a review by the Economic Development and Investment Board (EDIB) on February 4, 2025, the EDIB recommended that the Child Neurology Education and Research Foundation repay the remaining outstanding balance to the Lexington-Fayette Urban County Government (LFUCG) in twenty (20) quarterly installments. Additionally, the EDIB recommended that LFUCG waive any interest and penalties accrued under the Incentive Agreement and suspend the Jobs and Wage Requirements.

WHAT IS THE COST IN THIS BUDGET YEAR AND FUTURE BUDGET YEARS?

The cost for FY2025 is:	N/A
The cost for future FY is:	N/A
ARE THE FUNDS BUDGETED?:	N/A
DIRECTOR/COMMISSIONER:	Amy Glasscock/Kevin Atkins

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT ("Amendment"), dated as of this _____ day of _____, 2025, is made by and between **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT** , an urban county government created pursuant to KRS Chapter 67A, whose principal address is 200 East Main Street, Lexington, Kentucky 40507 ("LFUCG"); **CHILD NEUROLOGY EDUCATION AND RESEARCH FOUNDATION CORPORATION**, a Minnesota Non-Profit Corporation, whose principal address is 249 East Main Street, #205, Lexington, KY 40507 ("Borrower").

W I T N E S S E T H:

WHEREAS, LFUCG, and the Borrower (collectively, "the Parties") entered into a certain Incentive Agreement dated February 23, 2021, and related documents ("Incentive Agreement"), which are attached and incorporated herein as **Exhibit A**.

WHEREAS, due to the Borrower's current default, the Borrower wishes to accelerate payment on the Loan and remove all jobs and wage requirements provided in the Agreement during this accelerated repayment schedule.

WHEREAS, the Parties wish to settle LFUCG's claims against Borrower.

NOW, THEREFORE, the Parties agree to the following:

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

2. The Parties understand that, as of the date of this Settlement Agreement, the Borrower owes $70,000.00 due to its noncompliance with the Agreement. To assist in repayment and to settle LFUCG's claim against Borrower, the Parties agree that this remaining amount shall be repaid in twenty (20) quarterly installments on the fifteenth (15^{th}) day of the first month of each quarter. The first payment shall be due immediately upon execution of the First Amendment.

3. For as long as the Borrower timely repays the Incentive under the revised payment plan (twenty (20) remaining quarterly payments), LFUCG agrees to:
   a) Waive all interest and penalties owed pursuant to the Incentive Agreement; and
   b) suspend the Jobs and Wage Requirements contained within the Agreement.

4. Failure to abide by the requirements of this Settlement Agreement shall result in the Job and Wage Requirements, and resulting penalties, as well as all penalties, fees, and interest provided in the Incentive Agreement being reinstated retroactive to the date of Borrower's default of the Incentive Agreement. Penalties accrued pursuant to the Incentive Agreement during the twenty (20) remaining quarterly repayments shall not be a credit to the Borrower's account and such amounts shall not be deducted from the sums owed under the Incentive Agreement.

5. All terms of the Incentive Agreement not provided for herein shall remain unchanged and in full force and effect.

6. In the event of a conflict between the terms of this Settlement Agreement and the terms of the Incentive Agreement, this Settlement Agreement shall control.

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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: _____

Printed Name: Linda Gorton

Title: Mayor

ATTEST:

_____
Council Clerk

COMPANY:

CHILD NEUROLOGY EDUCATION AND RESEARCH FOUNDATION CORPORATION

By: _____

Printed Name: _____

Title: _____

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

_____
Notary Public
My commission expires: _____
Notary # _____

4936-2440-1699, v. 1

RESOLUTION NO. _____ - 2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE THE SETTLEMENT AGREEMENT WITH CHILD NEUROLOGY EDUCATION AND RESEARCH FOUNDATION CORPORATION, RELATED TO THE ORGANIZATION'S INCENTIVE AGREEMENT UNDER THE JOBS FUND PROGRAM, AT NO ADDITIONAL COST TO THE URBAN COUNTY GOVERNMENT.

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to the Settlement Agreement, which is attached hereto and incorporated herein by reference, with Child Neurology Education and Research Foundation Corporation, related to the organization's Incentive Agreement under the Jobs Fund Program, at no additional cost to the Urban County Government.

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

PASSED URBAN COUNTY COUNCIL:

_____
MAYOR

ATTEST:

_____
CLERK OF URBAN COUNTY COUNCIL
0269-25:EPT_4934-7330-1036, v. 1

RESOLUTION NO. 138 - 2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE THE SETTLEMENT AGREEMENT WITH CHILD NEUROLOGY EDUCATION AND RESEARCH FOUNDATION CORPORATION, RELATED TO THE ORGANIZATION'S INCENTIVE AGREEMENT UNDER THE JOBS FUND PROGRAM, AT NO ADDITIONAL COST TO THE URBAN COUNTY GOVERNMENT.

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to the Settlement Agreement, which is attached hereto and incorporated herein by reference, with Child Neurology Education and Research Foundation Corporation, related to the organization's Incentive Agreement under the Jobs Fund Program, at no additional cost to the Urban County Government.

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

PASSED URBAN COUNTY COUNCIL: March 20, 2025

Linda Gorton

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0269-25:EPT_4934-7330-1036, v. 1

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT ("Amendment"), dated as of this 10th day of March, 2025, is made by and between **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT** , an urban county government created pursuant to KRS Chapter 67A, whose principal address is 200 East Main Street, Lexington, Kentucky 40507 ("LFUCG"); **CHILD NEUROLOGY EDUCATION AND RESEARCH FOUNDATION CORPORATION**, a Minnesota Non-Profit Corporation, whose principal address is 249 East Main Street, #205, Lexington, KY 40507 ("Borrower").

W I T N E S S E T H:

WHEREAS, LFUCG, and the Borrower (collectively, "the Parties") entered into a certain Incentive Agreement dated February 23, 2021, and related documents ("Incentive Agreement"), which are attached and incorporated herein as **Exhibit A**.

WHEREAS, due to the Borrower's current default, the Borrower wishes to accelerate payment on the Loan and remove all jobs and wage requirements provided in the Agreement during this accelerated repayment schedule.

WHEREAS, the Parties wish to settle LFUCG's claims against Borrower.

NOW, THEREFORE, the Parties agree to the following:

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

2. The Parties understand that, as of the date of this Settlement Agreement, the Borrower owes $70,000.00 due to its noncompliance with the Agreement. To assist in repayment and to settle LFUCG's claim against Borrower, the Parties agree that this remaining amount shall be repaid in twenty (20) quarterly installments on the fifteenth (15th) day of the first month of each quarter. The first payment shall be due immediately upon execution of the First Amendment.

3. For as long as the Borrower timely repays the Incentive under the revised payment plan (twenty (20) remaining quarterly payments), LFUCG agrees to:
   a) Waive all interest and penalties owed pursuant to the Incentive Agreement; and
   b) suspend the Jobs and Wage Requirements contained within the Agreement.

4. Failure to abide by the requirements of this Settlement Agreement shall result in the Job and Wage Requirements, and resulting penalties, as well as all penalties, fees, and interest provided in the Incentive Agreement being reinstated retroactive to the date of Borrower's default of the Incentive Agreement. Penalties accrued pursuant to the Incentive Agreement during the twenty (20) remaining quarterly repayments shall not be a credit to the Borrower's account and such amounts shall not be deducted from the sums owed under the Incentive Agreement.

5. All terms of the Incentive Agreement not provided for herein shall remain unchanged and in full force and effect.

6. In the event of a conflict between the terms of this Settlement Agreement and the terms of the Incentive Agreement, this Settlement Agreement shall control.

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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: Linda Gorton

Printed Name: Linda Gorton

Title: Mayor

ATTEST:

Deputy MacKenzie Cook

Council Clerk

COMPANY:

CHILD NEUROLOGY EDUCATION AND RESEARCH FOUNDATION CORPORATION

By: _____

Printed Name: Kim Hindery

Title: Executive Director

The foregoing First Amendment to the Loan Agreement was sworn to, subscribed and acknowledged before me on this 10 day of March, 2025 by Kim Hindery of **Child Neurology Education and Research Foundation Corporation**, for and on behalf of said company, which is registered to do business in Kentucky.

Bradley T. Waggoner

Notary Public

My commission expires: 7/1/29

Notary # _____

BRADLEY T WAGGONER - NOTARY PUBLIC
STATE OF OHIO
COMM EXP: JUL 1, 2029

Docusign Envelope ID: 391E9982-493D-4C5F-9B32-F3323BE09CF9

Institute of Police Technology and Management
University of North Florida
Jacksonville, Florida

AGREEMENT

Agreement between The University of North Florida Training and Service Institute, Inc., d/b/a the Institute of Police Technology and Management, Jacksonville, Florida and the Lexington-Fayette Urban County Government on behalf of the Division of Police, Lexington, Kentucky,

FOR

Providing professional, technical and other services needed in conducting an forty (40) hour training course entitled *"Occupant Kinematics for the Traffic Crash Reconstructionist"* for a maximum of thirty (30) students.

It is agreed that the Institute of Police Technology and Management will provide the following at Lexington:

1. One instructional program in "Occupant Kinematics for the Traffic Crash Reconstructionist"
2. To commence on April 28, 2025 and conclude on May 2, 2025.
3. Instructional materials prepared at the Institute of Police Technology and Management.
4. Trainee materials prepared for dissemination during the course.
5. An appropriate Certificate of Completion for each trainee satisfactorily completing the course.
6. Technical assistance required to prepare, conduct and evaluate the course.
7. Training aids and student reference materials.
8. Making all arrangements for obtaining instructors, preparation of the instructor activities and all other arrangements pertaining to instructor transportation and honoraria.

Docusign Envelope ID: 391E9982-493D-4C5F-9B32-F3323BE09CF9

Institute of Police Technology and Management

University of North Florida
Jacksonville, Florida

The Lexington-Fayette Urban County Government on behalf of the Division of Police agrees to pay a total sum of sixteen thousand five hundred dollars ($16,500) to the Institute of Police Technology and Management for conducting this course for a maximum of thirty (30) students. Payment in full will be made within 10 days following completion of the program. Course may be cancelled 30 days prior to start date with no penalty. A 10% cancellation fee will be charged any time thereafter.

It is further agreed that the Lexington-Fayette Urban County Government on behalf of the Division of Police will provide classroom facilities and have available the following audio-visual equipment:

1. Chalk Board/White Board
2. DVD player with connection to LCD projector
3. LCD-PowerPoint projector
4. Easel for flip chart

The nondiscrimination clause contained in Section 202, Executive Order 11245, as amended by Executive Order 11375, relative to Equal Employment Opportunity for all persons without regard to race, color, religion, sex or national origin, and the implementing rules and regulations prescribed by the Secretary of Labor, Veteran's Act 38 USC 4212, Section 503 - Rehabilitation Act of 1973, Title I of the Americans with Disabilities Act of 1990 42 USC 12101, and University regulation 1.0050R Sexual Misconduct, are incorporated herein.

Human Trafficking. Agency attests, warrants, and represents ***under penalties of perjury***, that Agency does not *use coercion for labor or services* as these italicized terms are defined by Section 787.06, Florida Statutes. If, at any time in the future, the Agency does use coercion for labor or services, it will immediately notify the University and University may terminate this Agreement and no further agreement will be executed, renewed, or extended between the parties.

This contractual agreement agreed to this _____ day of _____ ,2025

Signed by:
George Androuin
17A1A9089E0741D...

George Androuin, Assistant Vice President
1 UNF Drive
Jacksonville, FL 32224

Lexington-Fayette Urban County Government on behalf of the Division of Police

By: _____

Title: _____

Date: _____

DocuSigned by:
Cameron Pucci
7D63E67823AB4ED...

Cameron Pucci, Director
12000 Alumni Drive
Jacksonville, FL 32224